Mayor WILLIAM CAPOTE

**Deputy Mayor** 





BRIAN ANDERSON

HARRY SANTIAGO, JR. JEFF BAILEY KENNY JOHNSON

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

## AGENDA

### **REGULAR COUNCIL MEETING 2019-25**

THURSDAY October 17, 2019 - 7:00 P.M. City Hall Council Chambers

CALL TO ORDER:

**INVOCATION:** 

PLEDGE OF ALLEGIANCE:

**ROLL CALL:** 

### **ANNOUNCEMENTS:**

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

### 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.

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### **PROCLAMATIONS:**

- 1. Domestic Violence Awareness Month October 2019.
- 2. Dysautonomia Awareness Month October 2019.
- 3. Florida City Government Week October 21-27, 2019.
- 4. Puerto Rican Day November 3, 2019; Puerto Rican Heritage Month October 6 -November 19, 2019.

### **PRESENTATION:**

1. Robert Salonen, Government Affairs and Strategic Partnerships Director, CAMID at Florida Institute of Technology – update.

### **ADOPTION OF MINUTES:**

\*1. Regular Council Meeting 2019-24; October 3, 2019.

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

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

### PUBLIC HEARINGS:

- A1. Ordinance 2019-60, vacating a portion of the road right-of-way known as San Sebastian Road and portions of three (3) un-named roads located within San Sebastian Farms Subdivision and Hayward's Prosperity Farms (30.0 acres)(Case VRW-1-2019, Babcock LLC), final reading.
- 2. Ordinance 2019-61, vacating a portion of the rear public utility and drainage easement located within Lot 15, Block 2666, Port Malabar Unit 50 (Case VE-7-2019, Brenda Holtz), first reading.

### **PROCUREMENTS:**

### Award of Bid(s):

1. Road bond paving, Units 31 and 32 – IFB 58-0-2019 – Public Works Department (Ranger Construction - \$5,472,306 (Unit 31); \$5,242,514 (Unit 32).

### Award of Proposal(s):

\*1. Underwriting services – RFP 72-0-2019 – Finance Department (Raymond James & Associates Inc.; J.P. Morgan Securities, LLC; Jefferies LLC (underwriting services) and Raymond James & Associates (senior manager of Taxable Special Obligation Refunding Bonds, Series 2019)).

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### Contract(s):

- \*1. Dental benefits, City employees, renewal Human Resources Department (CIGNA Dental Health \$400,000).
- \*2. Group health insurance benefits, self-funded (administrative services only) Human Resources Department (Cigna Health & Life Insurance Company).

### UNFINISHED AND OLD BUSINESS:

1. Appointment of one (1) member to the Business Improvement District Board.

### COMMITTEE AND COUNCIL REPORTS:

### NEW BUSINESS:

- \*1. Resolution 2019-42, authorizing the execution of a supplemental agreement with Florida Department of Transportation regarding the Project Development Environmental (PD&E) Study for the widening of Malabar Road from Minton Road to St. Johns Heritage Parkway.
- \*2. Consideration of interlocal agreement with Brevard County for St. Johns Heritage Parkway and Babcock Street intersection.
- \*3. Consideration of Amendment One (1) to the Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement with Brevard County.
- \*4. Consideration of a Local Government Contribution Form for an eligible low-income housing tax credit developer project known as "Malabar Cove".
- \*5. Consideration of travel and training for specified City employees.

### ADMINISTRATIVE AND LEGAL REPORTS:

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

### ADJOURNMENT:

**\***Quasi-judicial proceeding.

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

If an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a record of the proceedings will

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be required, and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (Section 286.0105, Florida Statutes). Such person must provide a method for recording the proceedings verbatim.

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

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

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

### CITY OF PALM BAY, FLORIDA

### **REGULAR COUNCIL MEETING 2019-24**

Held on Thursday, the 3<sup>rd</sup> day of October 2019, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 6:59 P.M.

Councilman Santiago gave the invocation which was followed by the Pledge of Allegiance to the Flag.

### ROLL CALL:

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

CITY STAFF: Present was Laurence Bradley, Growth Management Director.

### ANNOUNCEMENTS:

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

1. Three (3) vacancies on the Community Development Advisory Board (represents 'for-profit provider', 'actively engaged in home building' and 'employer within the City' positions).++

2. Two (2) vacancies on the Business Improvement District (must be located within the District) representing 'institution of higher education (college or university)' and 'major employer'.++

### AGENDA REVISIONS:

1. Mayor Capote advised of the following:

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a) Items 1 and 2, Award of Bid, under Procurements, were inadvertently left off the Consent Agenda. Council concurred to add the items.

b) A Legislative Memorandum was added to the agenda as Item 10, under New Business, relating to Councilmember attendance at the preliminary exit interview of the State Audit. He requested that Council consider the request prior to Item 1, under New Business. Council concurred.

2. Ms. Sherman announced that the Legislative Memorandum and Resolution 2019-40 for Item 9, under Public Hearings, had been revised to include a notation by staff referencing the maximum sign size permitted in the conditions.

### CONSENT AGENDA:

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

Motion by Deputy Mayor Anderson, seconded by Mr. Bailey, that the Consent Agenda be approved with the removal of Item 3, under New Business, from consent; and the inclusion of Items 1 and 2, Award of Bids, under Procurements, to the Consent Agenda. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

### **PRESENTATION:**

1. Michael Kahn, P.A. – opioid litigation presentation. Mr. Kahn advised that two (2) counties were set for trial on October 21, 2019. The Purdue Pharma lawsuit had been settled. He predicted that there would be other settlements, if not a full global settlement on or before October 21<sup>st</sup>. Mr. Kahn stated that he had filed lawsuit on behalf of Palm Bay on June 14, 2019, which allowed the City to receive an additional 10%-15% in settlement funds that could be used to offset expenses. He explained that any settlement would require Council's approval, but Council first had to approve to remain in the negotiating class of the settlement. Mrs. Smith advised that she would prepare an agenda item for an upcoming Council meeting.

### ADOPTION OF MINUTES:

- \*1. Special Council Meeting 2019-21; September 11, 2019.
- \*2. Regular Council Meeting 2019-22; September 19, 2019.

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### \*3. Special Council Meeting 2019-23, September 26, 2019.

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

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

There were no public comments.

### PUBLIC HEARINGS:

## 1. Ordinance 2019-46, vacating a portion of the rear public utility and drainage easement located within Lots 21 and 22, Block 854, Port Malabar Unit 17 (Case VE-4-2019, Laura Gullo), final reading.

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

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

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

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

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

# 3. Ordinance 2019-57, amending the Code of Ordinances, Chapter 33, Fire Department, Subchapter 'Fire Prevention; General Provisions', by removing provisions related to fire protection and alarm system permit and inspection fees, (Case T-21-2019, City of Palm Bay), final reading.

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

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Motion by Deputy Mayor Anderson, seconded by Mr. Bailey, to adopt Ordinance 2019-57. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

4. Ordinance 2019-58, amending the Code of Ordinances, Chapter 170, Construction Codes and Regulations, by including provisions related to fire protection and alarm system permit and inspection fees, (Case T-21-2019, City of Palm Bay), final reading.

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

Motion by Deputy Mayor Anderson, seconded by Mr. Santiago, to adopt Ordinance 2019-58. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

### 5. Ordinance 2019-43, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located west of and adjacent to Dixie Highway, in the vicinity between Kingswood Drive and Robert J. Conlan Boulevard, from Industrial Use and Commercial Use to Bayfront Mixed Use (21.83 acres)(Case CP-10-2019, MLEF2-1, LLC), first reading. (CONTINUED FROM SCM – 09/09/19 and RCM – 08/01/19)

The Planning and Zoning Board recommended that the request be approved, subject to the staff comments contained in the Staff Report.

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

Jack Spira, attorney and representative for FAR Chemical Inc. (FAR), spoke in opposition to the request. He said that FAR had been in operation in Palm Bay since 1983. It planned to increase its employment by fifty percent (50%) within the next year and would be moving to a 24/7 production schedule. The company dealt with highly hazardous chemicals that reacted with air and water. Mr. Spira said that placing a residential development next to an industrial company was hazardous. Residential ventilation systems would be limited even though FAR used an industrial ventilation system. There would be negative effects on cars and personal property stored outside. Due to prevailing

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winds, residents close to the facility would be exposed to hazardous air emissions. He said that residents should be informed of the potential of chronic, low-level chemical exposure and, at a minimum, the developer should be required to include language in leases advising of the potential exposure.

Conroy Jacobs, certified planner and representative for FAR, reviewed pedestrian fatalities. He said that a traffic study had not been completed; proposed driveways were inconsistent with the transportation element of the City's Comprehensive Plan; and the estimated trips generated by the proposed development and roadway geometrics would increase the likelihood of crashes.

Carmen Rasnick, certified planner and representative for FAR, provided additional information on adjacency, prevailing winds, notices of evacuation, and the unfavorable view of the FAR facility from the higher floors of the apartment complex. She suggested a transitional use type zoning to be located next to Heavy Industrial zoning, such as Light Industrial and Commercial. Ms. Rasnick commented that emergency services would not be able to handle the capacity of the development.

Cecelia Bonifay, attorney and representative for FAR, explained that the request was incompatible, non-conforming and inconsistent with the Florida Statutes, the City's Comprehensive Plan and the Land Development regulations. The maximum density and yield were not included in the Staff Report and state agencies would find it difficult to properly review the application.

Mr. Wise responded to the comments by FAR representatives. He advised that site specific plans were not done before receiving land use and rezoning approval. The applicant had agreed to the conditions from the Planning and Zoning Board (P&Z) and it was not part of the plan to have one way in and one way out. Ms. Yates said that site plan review was part of the next stage. Gil Ramirez, licensed traffic engineer, said that comments made from the opposing party were not by licensed individuals. He said that the traffic engineering study would be done in the future.

Mr. Bailey asked if the applicant agreed with all conditions. Mr. Wise confirmed same.

Mr. Johnson asked if the applicant would be open to notifying neighboring residents. Mr. Wise answered that it would not be agreeable at this time, but if it was still a concern during the site plan process, it would be addressed with staff. Mr. Wise answered further questions from councilmembers.

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Bill Battin, resident, found it odd that this issue had come up now when the property owners had the same zoning for decades. He did not want Council to repeat history by approving residential and if the developer backed out of the project, then Council rezones the property again because it would be a better fit for commercial. Mr. Johnson said that multi-family developments were taxed as commercial and had no homestead exemptions. Mr. Wise confirmed same.

The public hearing was closed.

Motion by Mr. Santiago, seconded by Deputy Mayor Anderson, to approve Ordinance 2019-43, subject to the conditions contained in the Legislative Memorandum.

Mr. Santiago said he would approve the request based on the land use change only.

Deputy Mayor Anderson asked if Council would review the site plan or if it was handled administratively. Mr. Bradley answered that it would be reviewed administratively. Deputy Mayor Anderson asked if Council could place a condition that the site plan come before Council for consideration. Mrs. Smith said modifying the process should have occurred prior to the requests being considered tonight. However, by the time the final reading of the rezoning ordinance came back to Council, the applicant should have a better idea of the design. Deputy Mayor Anderson wanted to make sure that Council had its thumbprint on the site plan to ensure that it was what Council desired for the area. Mr. Bailey said that staff only provided the approval based on whether the applicant adhered to the regulations as defined in the Palm Bay Code of Ordinances. Mr. Bradley advised that the administrative review was not a public process. Staff did not consider comments from the public or other developers.

Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

♣6. Ordinance 2019-44, rezoning property located west of and adjacent to Dixie Highway, in the vicinity between Kingswood Drive and Robert J. Conlan Boulevard, from HC (Highway Commercial District) and HI (Heavy Industrial District) to BMU (Bayfront Mixed Use District) (21.83 acres)(Case CPZ-10-2019, MLEF2-1, LLC), first reading. (CONTINUED FROM SCM – 09/09/19 and RCM – 08/01/19)

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.

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Jake Wise, representative for the applicant, presented the request to Council. He asked that all testimony from Case CP-10-2019 be included for this item.

Jack Spira, attorney and representative for FAR, asked that all testimony from Case CP-10-2019 be reiterated for this item. He said that FAR did not have an objection to the rezoning or the comprehensive plan amendment. The concern was based on the future impact to the future residents of the City. He asked that those residents be made aware that they would be living next to a place that may be toxic, smelly, noisy, etc.

Mr. Bailey asked if FAR would be able to post signs on their property to notify the neighbors. Mr. Spira did not feel it would be effective. He said it came down to the fact that it was not the right development for the area.

Ms. Rasnick asked that her comments from CP-10-2019 be applied to this item.

Joe Beatty, Vice President and General Manager for FAR, said it would be different if there was a daycare, hospital, etc. located near the plant. They either operated during daytime hours only in which everyone was awake, or they had personnel that could handle emergency situations. In the case of hundreds of apartment units, if there was a spill during the night while people were sleeping, there was a potential of an acidic cloud. He just wanted people to be aware that they were living next to a chemical plant. Mr. Johnson asked how many chemical spills had occurred since 1984. Mr. Beatty said there had never been a catastrophic chemical spill at the site. The plant was inspected regularly by state and federal agencies but that did not mean that accidents could not occur.

Ms. Bonifay asked that her comments from CP-10-2019 be applied to this item.

Individuals commented on the request. An affected property owner said she was never given notice from the chemical plant that they were initially building in the area. Mr. Wise responded to the comments.

The public hearing was closed.

Motion by Mr. Santiago, seconded by Mr. Johnson, to approve Ordinance 2019-44, subject to the staff comments contained in the Staff Report.

Mayor Capote supported the request and stated his reasons for same.

Mr. Bailey said there was a lot of discussion and comments on prevailing winds. Although there were a lot of variables, he did not feel that Council could use the risk presented by

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one project to prohibit the development of another. He said there was not enough evidence to deny the request.

Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

7. Ordinance 2019-59, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located north of and adjacent to Australian Road, in the vicinity south of Bougainvillea Street, from Recreation and Open Space Use to Single Family Residential Use (3.19 acres)(Case CP-12-2019, City of Palm Bay), 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 and closed as there were no comments.

Motion by Deputy Mayor Anderson, seconded by Mr. Santiago, to adopt Ordinance 2019-59. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

# **\*8.** Ordinance 2019-60, vacating a portion of the road right-of-way known as San Sebastian Road and portions of three (3) un-named roads located within San Sebastian Farms Subdivision and Hayward's Prosperity Farms (30.0 acres)(Case VRW-1-2019, Babcock LLC), first reading.

The City Attorney read the ordinance in caption only. The public hearing was opened. Rob Schwerer, attorney and representative for the applicant, presented the request to Council. The public hearing was closed.

Motion by Mr. Bailey, seconded by Deputy Mayor Anderson, to approve Ordinance 2019-60 subject to the recommendation section of the Staff Report. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

**♣**9. Resolution 2019-40, granting a conditional use for retail sales of agricultural products in RR (Rural Residential District) zoning (9.16 acres)(Case CU-20-2019, Anna Hutson).

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The Planning and Zoning Board recommended that the request be approved, subject to the applicant's self-imposed conditions and the conditions contained in the Staff Report.

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

Numerous individuals spoke in favor of the request. Those that spoke against the request cited various issues including safety of children going to and from school, effect on school bus routes, lack of sidewalks and bike lanes, traffic concerns and large trucks on the roadway due to deliveries to the nursery.

Mr. Bailey asked if the applicant would be willing to consider adjusting the times according to school schedules, such as 10:00 A.M. to 2:00 P.M. Ms. Hutson said she would be flexible but was not willing to cut down the hours to four (4) hours. Mrs. Smith cautioned Council that it could not mandate that the applicant agree to the condition as part of the approval of the request. Council must base its decision on the conditions as presented.

The public hearing was closed.

Motion by Mr. Santiago, seconded by Mr. Johnson, to adopt Resolution 2019-40, subject to the conditions contained in the Legislative Memorandum.

Mr. Santiago felt that the applicant went above and beyond by communicating and meeting with the neighbors. He understood the concerns but said those issues had to be addressed through other avenues. He did not feel that this request seemed as impactful as other commercial businesses and supported the request.

Deputy Mayor Anderson agreed with Councilman Santiago. He did not feel the request met the criteria of affecting the health, safety or wellbeing of the neighborhood and supported the request.

Mr. Bailey said that the safety of the children was a legitimate concern. He felt the applicant was genuine in their presentation and what they would be doing on their property. He did not agree with the additional traffic where school buses already had issues.

Motion by Mr. Santiago, seconded by Mr. Johnson, to adopt Resolution 2019-40, subject to the conditions contained in the Legislative Memorandum, and the inclusion of the following conditions: a) maximum size permitted for signs shall be sixteen (16) square

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feet, b) the driveway shall be moved further west and would be further evaluated during the administrative site plan review process.

Motion carried with members voting as follows:

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

### **PROCUREMENTS:**

### Award of Bid:

## \*1. Culvert pipe replacement, Units 11 and 15 – IFB 68-0-2019 – Public Works Department (Florida Site Contracting – \$277,114).

Staff Recommendation: Approve the award of IFB 68-0-2019 for culvert pipe replacement in Units 11 and 15 to Florida Site Contracting (Vero Beach), in the amount of \$277,114.

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

### \*2. Bulk pebble quicklime – IFB 70-0-2019 – Utilities Department (Carmeuse Lime and Stone – \$372,876).

Staff Recommendation: Approve the award of IFB 70-0-2019 for bulk pebble quicklime to Carmeuse Lime and Stone (Pittsburg, Pennsylvania), in the estimated annual amount of \$372,876.

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

### Miscellaneous:

\*1. Caterpillar equipment; parts, services and new equipment – Public Works Department (Ring Power Corporation - \$120,000 (sole source)).

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Staff Recommendation: Approve the sole source annual purchases of 'as needed' parts, services and new equipment for Caterpillar heavy equipment to Ring Power Corporation (Palm Bay), in the estimated annual amount of \$120,000.

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

## \*2. 'Other Agency' term contracts utilized for Fiscal Year 2019-2020 'as needed' purchases of equipment, materials and supplies – multiple city departments.

Staff Recommendation: Approve the Fiscal Year 2019/2020 annual purchases of 'as needed' equipment, services, materials and supplies utilizing other agency term contracts, renewals, re-solicitations and replacement contracts for expired contracts.

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

### UNFINISHED AND OLD BUSINESS:

### 1. Appointment of one (1) adult member to the Youth Advisory Board.

Motion by Deputy Mayor Anderson, seconded by Mr. Santiago, to appoint Tara Marie Pariso to the "adult member" position on the Youth Advisory Board. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

### COUNCIL REPORTS:

Councilmembers addressed various subject matters.

1. Mr. Johnson said that with the recent breach with Palm Bay Utilities, he had done some research into possible solutions and noticed that many companies were using blockchain. He asked that staff look for that option or something similar.

2. Mr. Bailey reported on the following:

a) Asked if Council would be open to shutting down the Bayfront Community Redevelopment Agency de facto by cutting off any new spending in the plan. This would be beyond a few points as presented to staff by Commissioner Tobia. Then the remaining operations could be rolled over to the Business Improvement District. Mayor Capote advised that he and the Deputy City Manager met with Commissioner Tobia and City of Palm Bay, Florida Regular Council Meeting 2019-24 Minutes – October 3, 2019 Page 12 of 16

communications were currently continuing with staff. Mr. Bailey encouraged staff to move forward with that option and to possibly pay off some of the obligations early or move over to other entity;

b) Advised that he had been meeting with staff regarding the Building Codes. One of the issues was the requirements for garages which he felt was a little onerous as written. He said that some of the zoning districts required two-car garages which he felt was an excessive requirement. Another issue was to move the setbacks to the easement lines.

3. Mr. Santiago reported on the following:

a) Announced that Joan Junkala, Director of Community and Economic Development, would serve as his replacement on the Economic Development Commission's Ad Valorem Tax Abatement Council.

b) Asked that staff research other vendors for the utility online payments, especially due to the breach occurring twice. Mr. Bailey asked if those affected had been contacted by the City. Ms. Sherman said that a list of approximately 5,400 customers had been received from the vendor whose accounts may have been compromised. Official notification from the vendor would be sent out this week but staff was waiting to review the final draft of the letter to be sent. The vendor would be offering twelve (12) months of free credit monitoring as well.

### **NEW BUSINESS:**

## To. Discussion of selecting a Councilmember to attend the State's preliminary exit interview regarding the City's operational audit on October 8, 2019, at 9:00 a.m. (Mayor Capote).

Mayor Capote advised that the State's preliminary exit interview regarding the City's operational audit was scheduled for October 8, 2019, at 9:00 a.m. He felt that a member of Council should be present.

Deputy Mayor Anderson and Councilman Bailey said they were available.

Motion by Mr. Johnson, seconded by Mr. Santiago, to select Councilman Bailey to attend the exit interview. Mr. Santiago said that the invitation was extended, but it did not mean that a councilmember had to attend. He felt that only the City Manager should be in attendance and then she could relay the information to Council via individual meetings. City of Palm Bay, Florida Regular Council Meeting 2019-24 Minutes – October 3, 2019 Page 13 of 16

Mayor Capote said that Council was responsible for staff. There were forty (40) items to be presented by the auditors, then Council would receive a "cliff note" size of information. Mr. Santiago said it did not make sense for one councilmember to be there if all of Council could not be there. Mayor Capote felt it was important to have a councilmember in the room to hear the discussion first-hand. Mr. Santiago preferred that Deputy Mayor Anderson attend as he supported the audit in the first place. He withdrew his second to the motion. Mayor Capote seconded the motion.

Deputy Mayor Anderson said that any councilmember would see what they want to see out of the audit if they attended the meeting. He felt that the waters would get muddied and said that only the City Manager should attend, but if any councilmembers attended, it should be the Mayor or himself. Mr. Santiago agreed.

Mr. Bailey said it was not necessary or required, but it was customary for a member of the governing body to attend these exit interviews. He fully supported the audit from the beginning and reiterated that he always wanted a financial audit as well. He said that if a councilmember was to attend, it should be Councilman Johnson as he was not here from the inception of the audit.

Mayor Capote explained that he was extended an invitation from the Auditor General's Office, through the City Manager, to attend the exit interview. He received a calendar invite for same from the City Manager's Office and then an email was sent the following day from the City Manager to Council which caused some confusion. Mr. Bailey said that although he wanted to attend, he would agree to having no councilmembers present. Mayor Capote withdrew his second to the motion.

Motion by Mr. Santiago, seconded by Deputy Mayor Anderson, to select Councilman Johnson to attend the State's preliminary exit interview. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

## 1. Resolution No. 2019-41, amending Resolution 2019-35, establishing fees, rates, and charges pursuant to the Code of Ordinances, Title XVII, Land Development Code, Chapter 171, Fair Share Impact Fees.

The City Attorney read the resolution in caption only.

Motion by Deputy Mayor Anderson, seconded by Mr. Santiago, to adopt the Fire Impact Fees, with an effective date of January 1, 2020.

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Motion carried with members voting as follows:

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

Motion by Deputy Mayor Anderson, seconded by Mr. Johnson, to adopt the Police Impact Fees, with an effective date of January 1, 2020.

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

Motion by Deputy Mayor Anderson, seconded by Mr. Santiago, to adopt the Parks Impact Fees, with an effective date of January 1, 2020.

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

### \*2. Consideration of utilizing Recreation Impact Fees for the construction of a basketball court with amenities at Wake Forest Park (\$200,000).

Staff Recommendation: Authorize the use of Recreation Impact Fees to pay for the construction of a basketball court, driveway, parking lot and Americans with Disabilities Act (ADA) compliant sidewalk at Wake Forest Park, in the amount of \$200,000.

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

City of Palm Bay, Florida Regular Council Meeting 2019-24 Minutes – October 3, 2019 Page 15 of 16

## 3. Consideration of utilizing Transportation Impact Fees for the acquisition of right-of-way on Malabar Road (\$82,700).

Staff Recommendation: Authorize the use of Transportation Impact Fees to acquire six vacant lots for additional right-of-way related to the future expansion of Malabar Road, in the amount of \$82,700.

Motion by Mr. Bailey, seconded by Deputy Mayor Anderson, to approve use of Transportation Impact Fees as requested. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

### \*4. Acknowledgement of the City's monthly financial report for August 2019.

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

## \*5. Consideration of applying for the United States Environmental Protection Agency's Brownsfield Program for the 2020 grant cycle.

Staff Recommendation: Authorize staff to apply to the United States Environmental Protection Agency's Brownsfield Program for the 2020 grant cycle.

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

### \*6. Consideration of a Memorandum of Understanding for the East Central Florida Regional Resilience Collaborative.

Staff Recommendation: Authorize the Mayor to execute the Memorandum of Understanding for the East Central Florida Regional Resilience Collaborative.

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

### **\*7.** Consideration of travel and training for specified City employees.

Staff Recommendation: Approve the travel and training as specified.

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

City of Palm Bay, Florida Regular Council Meeting 2019-24 Minutes – October 3, 2019 Page 16 of 16

## 8. Consideration of councilmembers attending the 59<sup>th</sup> Annual Florida League of Cities Legislative Conference, November 13-15, 2019, in Lake Buena Vista.

Mayor Capote, Deputy Mayor Anderson and Councilman Johnson announced that they would attend the conference. Council concurred.

### 9. Consideration of scheduling a workshop for October 2019.

Council concurred to schedule a workshop to discuss Utilities fees for Thursday, October 10, 2019, at 7:00 P.M.

### ADMINISTRATIVE AND LEGAL REPORTS:

1. Ms. Sherman provided a general report.

### PUBLIC COMMENTS/RESPONSES:

A resident made a general comment.

### ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 12:02 A.M., Friday, October 4, 2019.

William Capote, MAYOR

ATTEST:

Terri J. Lefler, DEPUTY 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.



## **LEGISLATIVE MEMORANDUM**

- TO: Honorable Mayor and Members of the City Council
- FROM: Terese M. Jones, City Clerk
- DATE: October 17, 2019
- RE: Final Reading of Ordinance 2019-60

### SUMMARY:

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

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

### **REQUESTING DEPARTMENT(S):**

Legislative Department

### FISCAL IMPACT:

None.

### **RECOMMENDATION:**

Motion to adopt Ordinance 2019-60.

/tjl

Attachments

Down to Earth And Up To Great Things

### **ORDINANCE 2019-60**

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE ROAD RIGHTS-OF-WAY KNOWN AS SAN SEBASTIAN ROAD AND PORTIONS OF THREE UN-NAMED ROADS, AS RECORDED IN PLAT BOOK 6, PAGE 77, AND PLAT BOOK 4, PAGE 99, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Babcock LLC has requested the City of Palm Bay, Florida, to vacate a

portion of the road right-of-way known as San Sebastian Road and portions of three (3) un-

named roads, which portions are legally described herein, and

WHEREAS, the vacating and abandonment of said road rights-of-way will neither

adversely affect nor benefit the public.

### NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY

### OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The City of Palm Bay hereby vacates and abandons portions of the

road rights-of-way, being more particularly described as follows:

A portion of San Sebastian Road and portions of three un-named roads in San Sebastian Farms Subdivision of Sections 20 and 21, Township 30S, Range 37E, according to the plat thereof as recorded in Plat Book 6, Page 77, of the Public Records of Brevard County, Florida; lying and being in Sections 20 and 21, Township 30S, Range 37E, Brevard County, Florida.

**Section 20**: The West 25 feet less the North 25 feet, the South 25 feet and the East 25 feet less the North 25 feet of the North one-half of said section; **and** the North 25 feet, the West 25 feet, the South 25 feet and the East 25 feet of the South one-half of said section.

**Section 21**: The West 25 feet and the South 25 feet of the South one-quarter of the North one-half of said section; less that part lying within the Right-of-Way for

City of Palm Bay, Florida Ordinance 2019-60 Page 2 of 2

Babcock Street; **and** the North 25 feet, the West 25 feet and the South 25 feet of the South one-half of said section, less that part lying within the Right-of-Way of Babcock Street.

**Together With**: That part of Miller Road lying West of Lot 81, all of Campbell Road, that part of McGill Road lying West of Lot 71 and that part of Towne Road lying West of Housel Road, all lying within the limits of Hayward's Prosperity Farms, according to the Plat thereof as Recorded in Plat Book 4, Page 99, Public Records of Brevard County, Florida, all being in Section 19, Township 30 South, Range 37 East, Brevard County, Florida;

containing 30.0 acres, more or less.

SECTION 2. The provisions within this ordinance shall take effect immediately upon

the enactment date.

Read in title only at Meeting 2019-24, held on October 3, 2019; and read in title only

and duly enacted at Meeting 2019-\_\_, held on \_\_\_\_, 2019.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

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

Applicant:Babcock LLCCase:VRW-1-2019

cc: (date) Applicant Case File Brevard County Recording



### **LEGISLATIVE MEMORANDUM**

- TO: Honorable Mayor and Members of the City Council
- FROM: Lisa Morrell, City Manager

DATE: October 17, 2019

### RE: Request to Vacate Easement – Brenda Holtz

Brenda Holtz has submitted an application to vacate the East 8 feet of the West 20 feet and except the North and South 6 feet containing 544 square feet or 0.01 acres, more or less of Lot 15, Block 2666, Port Malabar Unit 50 according to the Plat thereof, as Recorded in Plat Book 23, Pages 4-21, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

### **REQUESTING DEPARTMENT:**

Public Works

### FISCAL IMPACT:

None

### **RECOMMENDATION:**

Motion for approval of the request, per the recommendation section of the Staff Report.

Attachment: 1) Case No. VE-7-2019 (available upon request)

JA/ab

Down to Earth And Up To Great Things



**DATE:** October 4, 2019 **CASE #:** VE-7-2019

## PUBLIC WORKS DEPARTMENT STAFF REPORT

### **REQUEST TO VACATE EASEMENT**

**PROPOSAL:** To vacate the East 8 feet of the West 20 feet and except the North and South 6 feet containing 544 square feet or 0.01 acres, more or less of Lot 15, Block 2666, Port Malabar Unit 50 according to the Plat thereof, as Recorded in Plat Book 23, Pages 4-21, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

LOCATION: 1530 Alexis Ter. SE, Palm Bay, FL 32909 (Lot 15, Block 2666, Port Malabar Unit 50)

APPLICANT: Brenda Holtz

### **SITE DATA**

RS-	2 – Single-Family Residential
Square 8'x 68' = 544 square feet, more or less	
N E S W	RS-2 – Single-Family Residential RS-2 – Single-Family Residential RS-2 – Single-Family Residential 50' wide Drainage Right-of-Way
	Squ N E S

### **STAFF ANALYSIS**:

To vacate the East 8 feet of the West 20 feet and except the North and South 6 feet containing 544 square feet or 0.01 acres, more or less of Lot 15, Block 2666, Port Malabar Unit 50 according to the Plat thereof, as Recorded in Plat Book 23, Pages 4-21, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

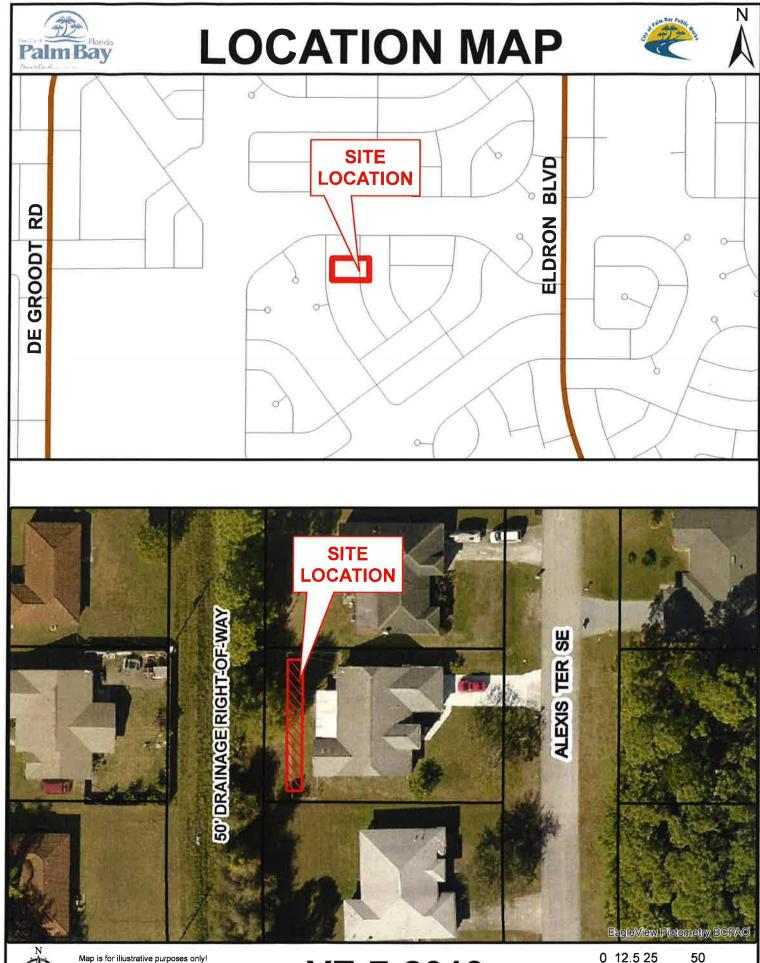
AT & T, Florida Power and Light, Spectrum, Melbourne-Tillman Water Control District have no objections to the vacating request.

The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

Staff has no adverse comments regarding removal of the East 8 feet of the West 20 feet and except the North and South 6 feet containing 544 square feet or 0.01 acres, more or less of Lot 15, Block 2666, Port Malabar Unit 50 according to the Plat thereof, as Recorded in Plat Book 23, Pages 4-21, of the Public Records of Brevard County, Florida, for such an endeavor.

### **STAFF RECOMMENDATION:**

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

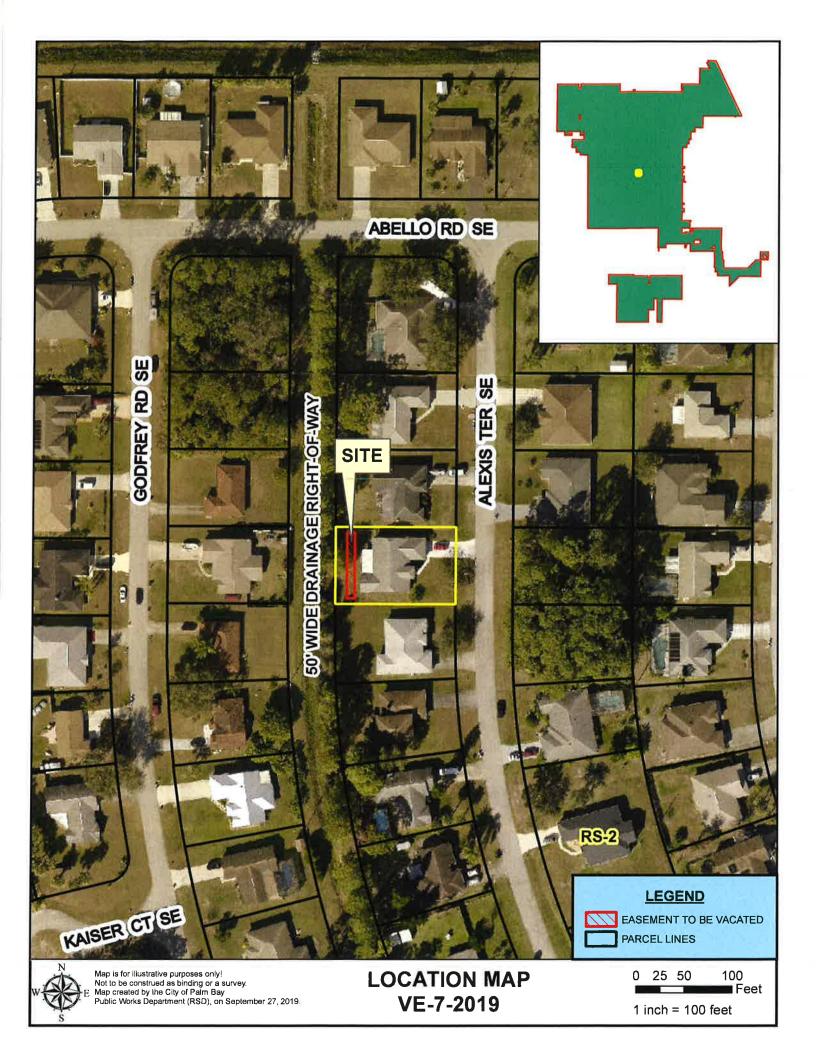




Map is for illustrative purposes only! Not to be construed as binding or a survey. Map created by the City of Palm Bay Public Works Department (RSD), on September 27, 2019.

**VE-7-2019** 

C	12.5 25	50
Ĩ.		Feet
1	inch = 50	) feet



#### DESCRIPTION TO ACCOMPANY SKETCH SECTION 18, TOWNSHIP 29 SOUTH, RANGE 37 EAST BREVARD COUNTY, FLORIDA (NOT VALID WITHOUT SHEETS 1 & 2)

#### \* PARENT PARCEL I.D.: 29-37-18-JR-2666-15

\* PURPOSE OF SKETCH & DESCRIPTION: VACATE A PORTION OF 20' UTILITY AND DRAINAGE EASEMENT

#### VACATE EASEMENT LEGAL DESCRIPTION:

A PORTION OF A 20.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING WITHIN LOT 15, BLOCK 2666, PORT MALABAR UNIT FIFTY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 4-21, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 8.00 FEET OF THE WEST 20.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT, LESS AND EXCEPT THE NORTH AND SOUTH 6.00 FOOT WIDE SIDE EASEMENTS THEREOF, LYING WITHIN SAID LOT 15, BLOCK 2666.

(CONTAINS 544 SQUARE FEET OR 0.01 ACRES, MORE OR LESS)

#### SURVEYORS NOTES:

1. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.

2. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

3. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.052(6) BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS.

GSS SURVEYING & MAPPING, LLC. CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

termy A. Kill

Sep 25,2019 PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H, DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597 OR

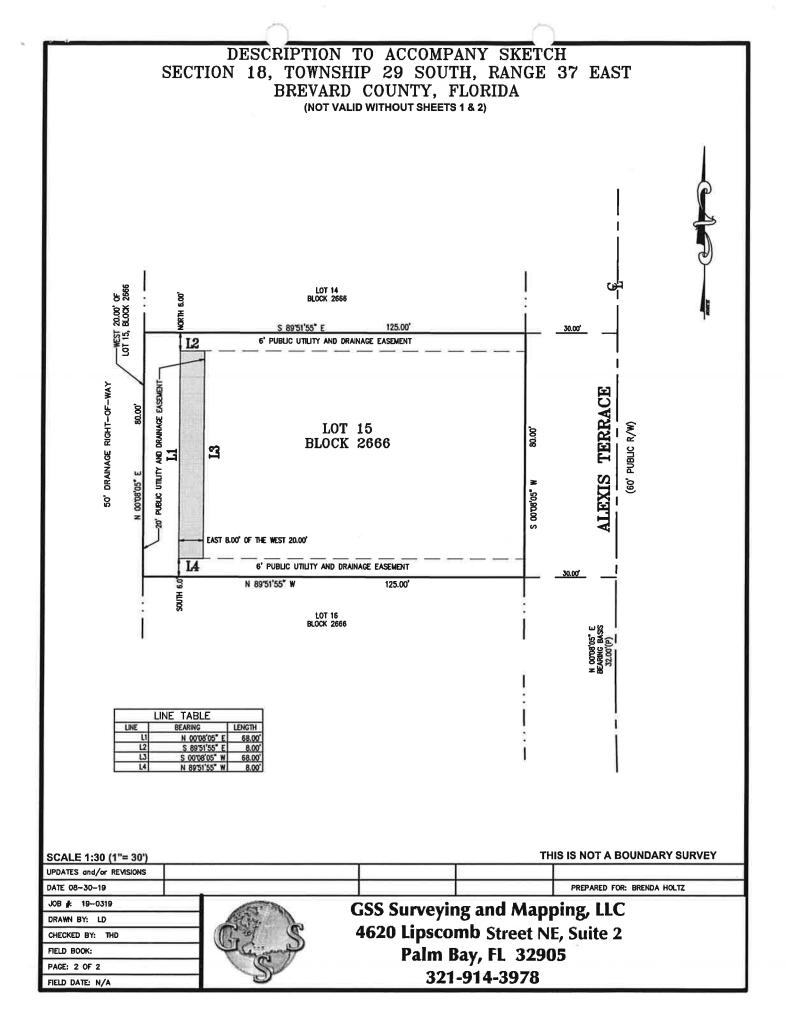
HENRY A. KILBURN, PROFESSIONAL SURVEYOR AND MAPPER NO. 6661

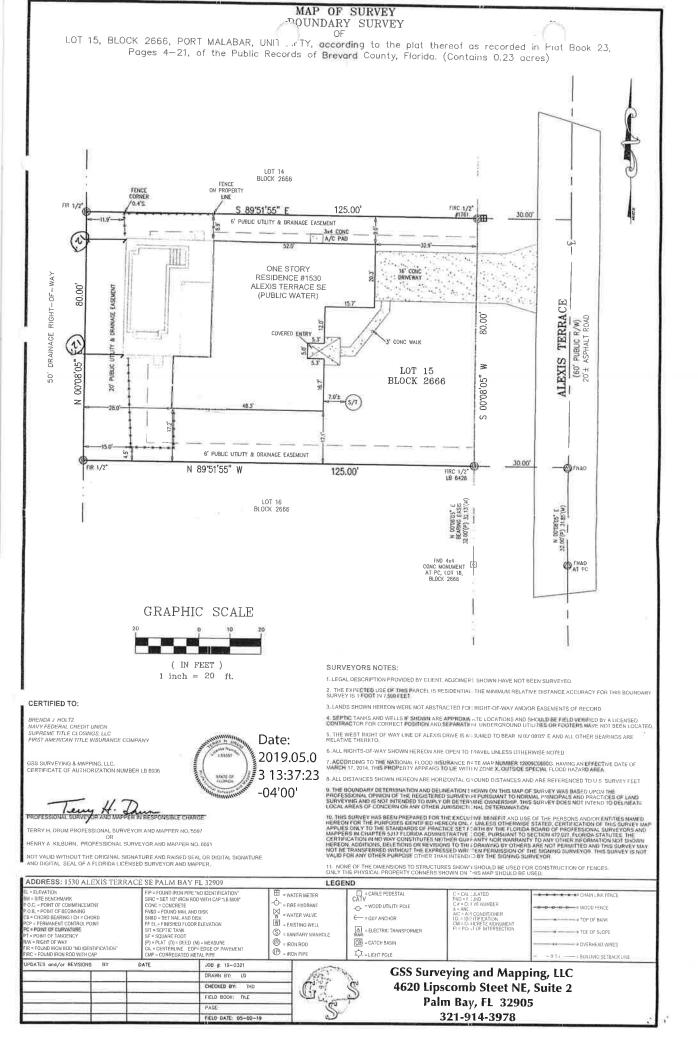
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

UPDATES and/or REVISIONS	REVISED 09-25-19 CORRECTED UNIT		
DATE 08-30-19		PREPARED FOR: BRENDA HOLTZ	
JOB #: 19-0321	ALC: NO	GSS Surveying and Mapping, LLC	
DRAWN BY: LD			
CHECKED BY: THD		4620 Lipscomb Street NE, Suite 2	
FIELD BOOK: N/A	- Caring	Palm Bay, FL 32905	
PAGE: 1 OF 2	S	321-914-3978	
FIELD DATE: N/A		321-914-3970	

THIS IS NOT A BOUNDARY SURVEY









### **REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY**

This application must be completed, legible, and returned, with all attachments referred to herein, to the Public Works Department, Palm Bay, Florida. The request will be reviewed by City staff and scheduled before the City Council. A minimum of eight (8) weeks is required to process the application. You or your representative are required to attend the hearing, and will be notified by mail of the date of the meeting. The meeting will be held at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

1)	NAME OF APPLICANT (Type or print) Brenda Holtz			
	ADDRESS 1530 Alexis Ter, SE			
	CITY Palm BaySTATE FLZIP 32909			
	Cell HOME PHONE # 103-434- ZUUI BUSINESS PHONE #			
	FAX #E-MAIL ADDRESS brenfromva@ Ciol. Com			
2)	2) LEGAL DESCRIPTION, PREPARED BY A CERTIFIED SURVEYOR, OF THAT PORTION OF THE EASEMENT REQUESTING TO BE VACATED UPON WHICH THE ENCROACHMENT IS PROPOSED OR CURRENTLY EXISTS: The East & Feet of the West 20 Foot			
	wide public utility and drainage easement, less and			
	except the North and South 6 foot wide easements Unereof,			
	lying within Said Lot 15, Block Zulule, PMUSD			
	SECTION 18 TOWNSHIP 29 South RANGE 37 East			
3)	SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 544 Sq ft or 0.01			
4)	ZONING CLASSIFICATION AT PRESENT (ex.: CC, RS-2, etc.): RS-Z			
5)	WHICH ACTION APPLYING FOR (ex.: Easement, Drainage): Easement			
6)	REASON FOR REQUESTING VACATION AND INTENDED USE: To build Con			
	inground pool with Screen enclosure.			
	(II foot X 28 Foot Pool)			

7) IF THE ENCROACHMENT CURRENTLY EXISTS, PROVIDE THE DATE THAT A PERMIT WAS ISSUED BY THE BUILDING DIVISION:

8) THE FOLLOWING ENCLOSURES ARE NEEDED TO COMPLETE THIS APPLICATION:

\*\$182.00 Application Fee. Make check payable to "City of Palm Bay";

#### CITY OF PALM BAY, FLORIDA APPLICATION REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY PAGE 2 OF 3

See لطس List of names and addresses of property owners abutting the lot or parcel within which the easement or drainage right-of-way is located;

\_\_Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.

Original notarized letters from the following utility and service companies are required stating whether or not they object to or if there is no interest in the vacating of the easement or drainage right-of-way. If equipment lies within the easement or drainage right-of-way requested for vacation, the applicant shall be responsible for any expenses incurred for relocating same, unless other arrangements have been made with the company. See attached to contact:

- (a) Florida Power & Light Company;
- (b) AT&T Telecommunications;
- (c) Spectrum;
- (d) <u>Melbourne-Tillman Water Control District (if applicable);</u>
- (e) Florida City Gas (if applicable);
- (f) -Holiday Park, Board of Directors (if applicable).

9) ARE YOU THE PROPERTY OWNER ON RECORD?: VES NO

IF NO, A NOTARIZED LETTER FROM THE PROPERTY OWNER MUST BE ATTACHED GIVING CONSENT TO THE APPLICANT TO REQUEST THE VACATING.

10) CONTACT THE **LAND DEVELOPMENT DIVISION (321-733-3042)** AS TO WHETHER A VARIANCE IS REQUIRED. IF REQUIRED, YOU MUST OBTAIN APPROVAL FOR THE VARIANCE PRIOR TO PROCEEDING WITH THE VACATING REQUEST.

Land Development Division Suc Chandler Date 8/24/19

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION AND ALL DATA ATTACHED MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE CITY COUNCIL.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant

Bienda Halt	Date 9/19/19
~	

Printed Name of Applicant

Grenda Holtz

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

James Tippman 1522 ALLUIS Ter Palm Bay FL (North Side of Property) Marie Israel 1538 Alexis Ter Palm Bay FL (South side of property) Revision E: 02/13

### ORDINANCE 2019-61

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TWENTY (20) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 15, BLOCK 2666, PORT MALABAR UNIT 50, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 16, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brenda Holtz has requested the City of Palm Bay, Florida, to vacate

a portion of a certain public utility and drainage easement, which portion is legally

described herein, and

WHEREAS, the vacation and abandonment of said portion of the public utility and

drainage easement will neither adversely affect nor benefit the public.

### NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY

### OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

SECTION 1. The City Council of the City of Palm Bay hereby vacates and

abandons a portion of the rear public utility and drainage easement located within Lot 15,

Block 2666, Port Malabar Unit 50, according to the plat thereof as recorded in Plat Book

23, Page 16, of the Public Records of Brevard County, Florida, Section 18, Township

29S, Range 37E, being more particularly described as follows:

The east 8.00 feet of the west 20.00 foot-wide public utility and drainage easement less and except the north and south 6.00 foot-wide side easements thereof, lying within said Lot 15, Block 2666; containing 544 square feet or 0.01 acre, more or less.

City of Palm Bay, Florida Ordinance 2019-61 Page 2 of 2

**SECTION 2.** The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2019-\_\_, held on \_\_\_\_, 2019; and read in title only and duly enacted at Meeting 2019-\_\_, held on \_\_\_\_, 2019.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

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

Applicant:Brenda HoltzCase:VE-7-2019

cc: (date) Applicant Case File Brevard County Recording



### LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: October 17, 2019

### RE: Award of Invitation for Bid #58-0-2019/SB Road Bond Paving Unit 31 & 32

Unit 31 and 32 are included in the Year 1 Road Paving Project endorsed by the Infrastructure Advisory Oversight Board on January 28, 2019 and then approved by City Council on March 7, 2019. Staff bundled these two units since they were ready to be advertised (design and pipes completed) and they are within the same southwest quadrant.

The project consists of road repaving and road reconstruction for Units 31 and 32 within the City of Palm Bay. Both units will have milling and repaving and Full Depth Reclamation (FDR). In addition, Unit 32 will also include one street for full reconstruction. Unit 31 has 11,757 LF of Milling and Paving and 96,380 LF of FDR. Unit 32 has 46,725 LF milling and paving, 46,725 LF of FDR and 4,223 LF of reconstruction.

The City received three bids. The Procurement Department staff reviewed the three bids for responsiveness and the Engineering Division of Public Works evaluated the bids for qualifications and ability to perform the scope of construction. All bids were responsive and acceptable.

The City's Engineering estimate for these two projects was \$13,150,646. The lowest bid was \$10,214,820.27. Public Works' staff has reviewed the pay items, proposed subcontractors, equipment list, checked references, and is satisfied with the evidence provided by the contractor. Staff recommends Ranger Construction of Ft Pierce, Florida for award of IFB #58-0-2019/SB – Road Bond Paving – Unit 31 and 32.

Local Preference was not applied to this project because all bids exceeded the one million-dollar threshold amount.

Down to Earth And Up To Great Things

Mayor and Council: Bid #58-0-2019 Road Bond Paving – Units 31 & 32 October 17, 2019 P a g e | **2** 

Staff is also recommending a 5% contingency in the amount of \$500,000 be funded to cover any unforeseen change orders which is typical for construction projects. The City's Procurement Policy allows the Chief Procurement Officer to approve change orders up to 10%; any change order in excess of 10% will be brought before Council for approval. Both projects will have a contingency of \$250,000 for any change orders. Any funds remaining once the projects are complete will be transferred back to the unassigned Road Bond fund balance.

## **REQUESTING DEPARTMENTS:**

Public Works Department, Procurement Department

## FISCAL IMPACT:

The total project award of \$10,214,820.27 plus \$500,000 for contingency change orders will result in a total appropriation of \$10,714,820 from the GO Road Bond unassigned funds to G/L Acct 309-709-541-6303 as follows: 1) Unit 31, \$5,472,306, Project No. 19GO04 and 2) Unit 32, \$5,242,514, Project No. 19GO05.

## **RECOMMENDATION:**

Motion to approve award of IFB #58-0-2019/SB – Road Bond Paving – Unit 31 and 32 to Ranger Construction out of Ft. Pierce, Florida.

Attachment: 1) Tabulation Sheet (available upon request)

JM/fw/ab

Down to Earth And Up To Great Things

				Local Pre	ference: N/A	Local Pre	ference: N/A	Local Pre	ference: N/A
	IFB #58-0-2019/SB Road Bond Paving - Units 31 & 32			Indu 4510 Glade Ft Pierce	onstruction ustries s Cutoff Road e FL 34981 64-6460	2955 L Cocoa	Paving ake Drive FL 32926 36-2565	1360 SW Old I Vero Bea	se Contracting Dixie Hwy Ste 106 ch FL 32962 664-7800
					gerconstruction.com		@vapaving.com		Comcast.net
ITEM	ITEM DESCRIPTION	Est Qty	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	UNIT 31								
101-1	MOBILIZATION	1	LS	\$ 445,734.00	\$ 445,734.00	\$ 370,477.80	\$ 370,477.80	\$ 705,882.00	\$ 705,882.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 325,000.00	\$ 325,000.00	\$ 92,431.75	\$ 92,431.75	\$ 203,125.00	\$ 203,125.00
104-1	EROSION CONTROL	1	LS	\$ 11,760.00	\$ 11,760.00	\$ 11,500.00	\$ 11,500.00	\$ 48,768.00	\$ 48,768.00
	FULL DEPTH RECLAMATION & PULVERIZATION 8" DEPTH	243,844	SY	\$ 4.56	\$ 1,111,928.64	\$ 5.69	\$ 1,387,472.36	\$ 10.50	\$ 2,560,362.00
	CEMENT – CEMENT TREATED BASE (5%)	4,121	TN	\$ 171.50	\$ 706,751.50	\$ 161.00	\$ 663,481.00	\$ 185.00	\$ 762,385.00
210-2	Reworking Limerock Base	4,712	CY	\$ 9.00	\$ 42,408.00	\$ 35.65	\$ 167,982.80	\$ 24.00	\$ 113,088.00
	Vegetation Cut Back	1	LS	\$ 65,890.00	\$ 65,890.00	\$ 20,500.00	\$ 20,500.00	\$ 25,952.00	\$ 25,952.00
327-70-6	MILLING EXIST ASPHALT PAVEMENT, 1-1/2" AVG DEPTH	28,121	SY	\$ 1.20	\$ 33,745.20	\$ 4.00	\$ 112,484.00	\$ 2.35	\$ 66,084.35
33/1-1-53	ASPHALT CONCRETE, SUPERPAVE, TRAFFIC C, SP-12.5, PG 76-22 (1.5")	20,000	TN	\$ 120.25	\$ 2,405,000.00	\$ 118.00	\$ 2,360,000.00	\$ 124.00	\$ 2,480,000.00
570-1-2	PERFORMANCE TURF, SOD	20,000	SY	\$ 3.05	\$ 61,000.00	\$ 4.00	\$ 80,000.00	\$ 2.20	\$ 44,000.00
706-3	RETRO-REFLECTIVE PAVEMENT. MARKERS	225	EA	\$ 4.55	\$ 1,023.75	\$ 4.60	\$ 1,035.00	\$ 5.00	\$ 1,125.00
	THERMOPLASTIC, STD, WHITE, SOLID, 12"	1,266	LF	\$ 2.10	\$ 2,658.60	\$ 2.88	\$ 3,646.08	\$ 2.00	\$ 2,532.00
	THERMOPLASTIC, STD, WHITE, SOLID, 24"	372	LF	\$ 6.20	\$ 2,306.40	\$ 5.75	\$ 2,139.00	\$ 5.78	\$ 2,150.16
	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	1.27	GM	\$ 5,590.60	\$ 7,100.06	\$ 5,161.20	\$ 6,554.72	\$ 5,050.00	\$ 6,413.50
	TOTAL UNIT 31				\$ 5,222,306.15		\$ 5,279,704.51		\$ 7,021,867.01

	IFB #58-0-2019/SB Road Bond Paving - Units 31 & 32			Ranger C Indu 4510 Glade Ft Pierc 772-4 erik.jensen@rand	ustrie es Cut e FL 164-64	es toff Road 34981 460	VA Paving 2955 Lake Drive Cocoa FL 32926 321-636-2565 debra.mallard@vapaving.com			Timothy Rose Contracting 1360 SW Old Dixie Hwy Ste 106 Vero Beach FL 32962 772-564-7800 <u>timrose7@comcast.net</u>				
ITEM	ITEM DESCRIPTION	Est Qty	UOM	Unit Price	Ext	ended Price	U	nit Price	Ex	tended Price		Unit Price	Ex	tended Price
Optional Unit Pricing								-						
334-2	FIBER REINFORCING FOR ASPHALT CEMENT PAVEMENT	20,000	LB	\$ 8.00	\$	160,000.00	\$	16.00	\$	320,000.00	\$	10.80	\$	216,000.00
	UNIT 32													
101-1	MOBILIZATION	1	LS	\$ 379,829.00	\$	379,829.00	\$3	61,227.80	\$	361,227.80	\$	405,322.00	\$	405,322.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 218,000.00	\$	218,000.00	\$ 1	01,093.75	\$	101,093.75	\$	179,203.00	\$	179,203.00
104-1	EROSION CONTROL	1	LS	\$ 23,530.00	\$	23,530.00	\$	11,500.00	\$	11,500.00	\$	28,670.00	\$	28,670.00
160-4	TYPE B STABILIZATION	11,261	SY	\$ 2.65	\$	29,841.65	\$	28.75	\$	323,753.75	\$	4.00	\$	45,044.00
210-2	LIMEROCK-NEW MATERIAL FOR REWORKING BASE	2,958	CY	\$ 9.00	\$	26,622.00	\$	31.00	\$	91,698.00	\$	24.00	\$	70,992.00
285-706	OPTIONAL BASE, BASE GROUP 06	10,323	SY	\$ 13.00	\$	134,199.00	\$	28.75	\$	296,786.25	\$	18.00	\$	185,814.00
	FULL DEPTH RECLAMATION & PULVERIZATION 8" DEPTH	133,022	SY	\$ 4.56	\$	606,580.32	\$	5.69	\$	756,895.18	\$	12.26	\$	1,630,849.72
	CEMENT – CEMENT TREATED BASE (3.5%)	1769	TN	\$ 171.50	\$	303,383.50	\$	161.00	\$	284,809.00	\$	185.00	\$	327,265.00
	VEGETATION CUT BACK	1	LS	\$ 27,410.00	\$	27,410.00	\$	29,500.00	\$	29,500.00	\$	25,580.00	\$	25,580.00
327-70-5	MILLING EXIST ASPH PAVT, 2" AVE DEPTH	106,583	SY	\$ 2.10	\$	223,824.30	\$	4.00	\$	426,332.00	\$	2.52	\$	268,589.16
334-1-53	ASPH CONC SP, TRAFFIC C, SP-12.5, PG 76-22	23,551	TN	\$ 120.25	\$ 2	2,832,007.75	\$	118.00	\$	2,779,018.00	\$	125.00	\$	2,943,875.00
570-1-2	PERFORMANCE TURF, SOD	48,284	SY	\$ 3.75	\$	181,065.00	\$	4.00	\$	193,136.00	\$	2.20	\$	106,224.80
711-11- 123	THERMOPLASTIC, STD, WHITE, SOLID, 12:	736	LF	\$ 2.10	\$	1,545.60	\$	2.88	\$	2,119.68	\$	2.00	\$	1,472.00
711-11- 125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	280	LF	\$ 6.20	\$	1,736.00	\$	5.75	\$	1,610.00	\$	5.25	\$	1,470.00

	IFB #58-0-2019/SB Road Bond Paving - Units 31 & 32			Indu 4510 Glade Ft Pierce	Construction Ustries Es Cutoff Road e FL 34981 64-6460	2955 L Cocoa	Paving .ake Drive FL 32926 336-2565	1360 SW Old I Vero Bea	se Contracting Dixie Hwy Ste 106 ch FL 32962 664-7800
				erik.jensen@rang	gerconstruction.com	debra.mallard	@vapaving.com	timrose7@	comcast.net
ITEM	ITEM DESCRIPTION	Est Qty	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
711-16- 201	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	2,800	LF	\$ 1.05	\$ 2,940.00	\$ 0.98	\$ 2,744.00	\$ 1.00	\$ 2,800.00
	т	OTAL UI	NIT 32		\$ 4,992,514.12		\$ 5,662,223.41		\$ 6,223,170.68
	GRAND TOTAL - BOT	'H PROJ	ECTS		\$10,214,820.27		\$10,941,927.92		\$13,245,037.69
						amount; correc	error on Total bid eted to reflect sum ne items		



TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: October 17, 2019

## RE: Award of Request for Proposal #72-0-2019/JM, Underwriting Services

The City of Palm Bay solicited proposals for qualified underwriters to be members of the City's underwriting team for future negotiated bond sales. The city sought underwriter(s) for specific future transactions based on the nature and characteristic of the transaction and underwriters. Selection and award for future negotiated bonds issues will be done on transactional bases from members of the City's underwriting team. Existence of the underwriting team does not preclude the City from using a competitive sale process or other financing methods in instances the City deems it to be in its best interest to do so. The underwriting team is a to be established for a term of three years and will be comprised of three (3) underwriting firms.

The City has a variety of debt issues outstanding within both governmental and enterprise funds that are secured with various pledged funds. The City is currently considering the issuance of Taxable Special Obligation Refunding Bonds, Series 2019, which are estimated to be approximately \$50 million be used to refund a portion of the City's outstanding Taxable Special Obligation Refunding Bonds, Series 2013. The top ranked firm to the RFP will be selected to serve as the senior underwriter for this initial bond issue. The City may select one or both remaining underwriting teams to serve as a co-managing underwriter for this initial issue.

A competitive request for proposals was issued and we received responses from seven (7) underwriting service providers. The Procurement Department staff reviewed the proposals for responsiveness. The proposals were evaluated by a committee consisting of staff from Finance and Public Works Departments. The City's financial advisor was also present in a consulting, non-voting capacity. Staff assigned points for non-price factors such as experience, marketing & distribution

Down to Earth And Up To Great Things

Award of Request for Proposal #72-0-2019-JM, Underwriting Services October 17, 2019 Page | **2** 

and ability and willingness to commit capital.

Staff is recommending that award of RFP #72-0-2019/JM, Underwriting Services, be awarded to establish an underwriting team consisting of: 1) Raymond James & Associate Inc., Winter park, FL; 2) J. P. Morgan Securities LLC, Orlando , FL: and 3) and Jefferies LLC, Orlando, FL.

Staff is also recommending that as the top ranked firm, Raymond James & Associates be selected to serve as the Senior Manager of the proposed Taxable Special Obligation Refunding Bonds, Series 2019. Both J.P. Morgan Securities LLC and Jefferies LLC are being recommend as co-managing underwriters on the 2019 refunding issue.

The City's Local Preference was applied to this project.

## **REQUESTING DEPARTMENTS:**

Finance Department, Procurement Department

### FISCAL IMPACT:

There is no immediate fiscal impact. Underwriter fees are factored in as part of the issuance cost at the time of actual issuance of the bonds.

### **RECOMMENDATION:**

Motion to 1) Approve RFP #72-0-2019/JM, Underwriting Services, to establish an underwriting pool for three years for future projects consisting of three firms: Raymond James & Associate Inc., J. P. Morgan Securities, LLC and Jefferies, LLC, Orlando, FL. Underwriting ; 2) Select Raymond James as Senior Manager and J. P. Morgan Securities and Jefferies as co-managing underwriters for the proposed Taxable Special Obligation Refunding Bonds, Series, 2019.

Attachment: 1) Scoring-Ranking Forms (available upon request) YM/JM/ab

Down to Earth And Up To Great Things

## RFP #72-0-2019/JM Underwriting Services Fee Structure for Anticipated Initial Financing

#### Budgeted Funding Available - \$250,000

	ΤΟΤΑΙ	UNDERWRITING	LOWEST PROPOSED TOTAL			
	DISCO	JNT IN PROPOSAL	UNDERWRITING DISCOUNT			TOTAL POINTS
COMPANY NAME		SCENARIO	IN PROPOSAL SCENARIO	% OF LOW	MULTIPLIER	ASSIGNED
Barclays	\$	143,970.72	\$ 110,429.72	76.7%	20	15.34
Drexel Hamilton, LLC	\$	169,445.05	\$ 110,429.72	65.2%	20	13.03
J.P. Morgan Securities LLC	\$	110,429.72	\$ 110,429.72	100.0%	20	20.00
Jefferies, LLC	\$	211,832.92	\$ 110,429.72	52.1%	20	10.43
Raymond James & Associates, Inc.	\$	127,331.10	\$ 110,429.72	86.7%	20	17.35
RBC Capital Market, LLC	\$	153,457.22	\$ 110,429.72	72.0%	20	14.39
Siebert Cisneros Shank & Co., LLC	\$	208,935.04	\$ 110,429.72	52.9%	20	10.57



TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: October 17, 2019

RE: Renewal of RFP #49-0-2015/SB for Dental Benefits

The City provides Dental Benefits for its employees and their dependents. The scope of services comprises a fully insured plan with a triple option benefit structure including network access, utilization review and case management.

City Council re-awarded this contract to CIGNA Health and Life / CIGNA Dental Health for calendar year 2017 for a one-year term with three optional 12-month renewal options. The City's contracted Broker of Record, Gehring Group, negotiated this renewal. There will be a 6.0% increase to the DHMO, the PPO (low) and the PPO (high) plans.

Staff is recommending the renewal of RFP #49-0-2015/SB Dental Benefits with Cigna Dental.

## **REQUESTING DEPARTMENTS:**

Human Resources, Procurement Department

# FISCAL IMPACT:

Dental insurance benefits are budgeted through Other Employees Benefits account # 513-2531-519-4507 and are 100% employee paid. Estimated annual value as approved for the Fiscal Year 2020 budget is \$400,000.

## **RECOMMENDATION:**

Motion to renew #49-0-2015/SB, for Dental Benefits through Cigna Dental.

Attachment: 1) Cost renewal summary (available upon request)

JM/ab

Down to Earth And Up To Great Things

# City of Palm Bay Executive Summary Effective Date: January 1, 2020



				Current						F	enewal			
		Employee	EE %	Employee	Employer	Total	Employee	EE	Employee	EE Per	Employer	ER	Employer Per	Total
		Cost	EE /0	Per Pay (26)	Cost	Premium	Cost	%	Per Pay (26)	Pay Inc	Cost	%	Pay (26)	Premium
MEDICAL				CIGNA							CIGNA			
HDHP Plan														
Employee Only	36	\$0.00	0%	\$0.00	\$646.19	\$646.19	\$0.00	0%	\$0.00	\$0.00	\$646.19	100%	\$298.24	\$646.19
Employee + Spouse	2	\$271.85	20%	\$125.47	\$1,087.40	\$1,359.25	\$271.85	20%	\$125.47	\$0.00	\$1,087.40	80%	\$501.88	\$1,359.25
Employee + Child(ren)	1	\$245.92	20%	\$113.50	\$983.68	\$1,229.60	\$245.92	20%	\$113.50	\$0.00	\$983.68	80%	\$454.01	\$1,229.60
Employee + Family	1	\$330.27	17%	\$152.43	\$1,612.41	\$1,942.68	\$330.27	17%	\$152.43	\$0.00	\$1,612.41	83%	\$744.19	\$1,942.68
OAPIN Plan														
Employee Only	163	\$72.11	10%	\$33.28	\$670.64	\$742.75	\$72.11	9%	\$33.28	\$0.00	\$744.92	91%	\$343.81	\$817.03
Employee + Spouse	58	\$303.38	19%	\$140.02	\$1,258.98	\$1,562.36	\$303.38	18%	\$140.02	\$0.00	\$1,415.22	82%	\$653.18	\$1,718.60
Employee + Child(ren)	49	\$274.43	19%	\$126.66	\$1,138.91	\$1,413.34	\$274.43	18%	\$126.66	\$0.00	\$1,280.24	82%	\$590.88	\$1 <i>,</i> 554.67
Employee + Family	142	\$368.55	17%	\$170.10	\$1,864.42	\$2,232.97	\$368.55	15%	\$170.10	\$0.00	\$2,087.72	85%	\$963.56	\$2 <i>,</i> 456.27
OAP Plan														
Employee Only	165	\$75.29	9%	\$34.75	\$753.01	\$828.30	\$75.29	8%	\$34.75	\$0.00	\$835.84	92%	\$385.77	\$911.13
Employee + Spouse	23	\$370.37	21%	\$170.94	\$1,371.88	\$1,742.25	\$370.37	19%	\$170.94	\$0.00	\$1,546.11	81%	\$713.59	\$1,916.48
Employee + Child(ren)	22	\$335.05	21%	\$154.64	\$1,241.01	\$1,576.06	\$335.05	19%	\$154.64	\$0.00	\$1,398.62	81%	\$645.52	\$1,733.67
Employee + Family	37	\$464.25	19%	\$214.27	\$2,025.75	\$2 <i>,</i> 490.00	\$464.25	17%	\$214.27	\$0.00	\$2,274.75	83%	\$1,049.88	\$2 <i>,</i> 739.00
Monthly Premium	659	\$141,741			\$788,978	\$901,565	\$141,741				\$879,134			\$1,020,875
Annual Premium		\$1,700,889			\$9,467,736	\$10,818,781	\$1,700,889				\$10,549,614			\$12,250,503
\$ Increase / (Decrease)		N/A			N/A	N/A	\$0				\$1,081,878			\$1,431,722
% Increase / (Decrease)		N/A			N/A	N/A	0%				11%			13%
DENTAL				CIGNA							CIGNA			
Low PPO											1			
Employee Only	72	\$27.14	100%	\$12.53	\$0.00	\$27.14	\$28.77	100%	\$13.28	\$0.75	\$0.00	0%	\$0.00	\$28.77
Employee + 1	40	\$46.37	100%	\$21.40	\$0.00	\$46.37	\$49.15	100%	\$22.68	\$1.28	\$0.00	0%	\$0.00	\$49.15
Employee + Family	53	\$66.55	100%	\$30.72	\$0.00	\$66.55	\$70.55	100%	\$32.56	\$1.84	\$0.00	0%	\$0.00	\$70.55
High PPO														
Employee Only	100	\$37.34	100%	\$17.23	\$0.00	\$37.34	\$39.58	100%	\$18.27	\$1.04	\$0.00	0%	\$0.00	\$39.58
Employee + 1	87	\$63.77	100%	\$29.43	\$0.00	\$63.77	\$67.60	100%	\$31.20	\$1.77	\$0.00	0%	\$0.00	\$67.60
Employee + Family	110	\$91.54	100%	\$42.25	\$0.00	\$91.54	\$97.04	100%	\$44.79	\$2.54	\$0.00	0%	\$0.00	\$97.04
DHMO														
Employee Only	112	\$19.32	100%	\$8.92	\$0.00	\$19.32	\$20.48	100%	\$9.45	\$0.53	\$0.00	0%	\$0.00	\$20.48
Employee + 1	45	\$36.70	100%	\$16.94	\$0.00	\$36.70	\$38.90	100%	\$17.95	\$1.01	\$0.00	0%	\$0.00	\$38.90
Employee + Family	65	\$50.02	100%	\$23.09	\$0.00	\$50.02	\$53.02	100%	\$24.47	\$1.38	\$0.00	0%	\$0.00	\$53.02
Monthly Premium	684	\$33,754			\$0	\$33,754	\$35,781				\$0			\$35,781
Annual Premium		\$405,049			\$0	\$405,049	\$429,369				\$0			\$429,369
\$ Increase / (Decrease)		N/A			N/A	N/A	\$24,320				\$0			\$24,320
% Increase / (Decrease)		N/A			N/A	N/A	<mark>6%</mark>				0%			6%
Rate Guarantee				Expires 12/31	/2019					Expire	s 12/31/2020			



TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: October 17, 2019

RE: Self-Funded Group Health Insurance Benefits and Administrative Services from Cigna Health & Life Insurance Company (CHLIC)

The City provides group health insurance benefits to eligible employees, their dependents, retirees, and COBRA-eligible former employees and their dependents. The City became self-insured for the 2018 calendar year based on the increased amount of employee utilization. The City's health plan utilization is evaluated on a quarterly basis with the assistance of our Broker of Record (Gehring Group).

The City has an Administrative Services Agreement (ASO) with Cigna to provide group medical plan administration for the processing and payment of medical and pharmacy claims through December 31, 2019. The renewal for the 2020 plan year will increase by 3% or \$9,814.

Staff is recommending the continuation of services from Cigna Health and Life Insurance Company (CHLIC) through Self-Funded Health Insurance program by utilizing Cigna Administrative Services Only (ASO) and Stop Loss Reinsurance beginning January 1, 2020, with the increase being absorbed by the City.

The City will continue to fund the claims and the actual costs of the medical plan. The City's health fund is made up of contributions from the City and employees. Cigna, the ASO provider, will review claims and transmit payments from an established Impress Account. The City's responsibility as a Self-Funded Group will include, but is not limited to, assuming the direct payment of the claims for health benefits by means of an established Trust (for both employees and employer contributions); an established Broker of Record; Stop-Loss Insurance (Medical & Prescriptions coverages) to cover

Down to Earth And Up To Great Things

Mayor and Council: Self-Funded Group Health Benefits October 17, 2019 Page | **2** 

against catastrophic claims; and the assistance of an Administrative Services Only (Cigna Health) provider to review claims, and transmit payment to an Impress Account.

Based on current utilization, Gehring Group recommends the City to increase the premiums for the OAPIN and the OAP plan 11% and no increase to the HDHP plan for the 2020 plan year. Staff recommends that this additional funding be provided by increasing the contributions made by the City. The City will continue to offer the existing HDHP, OAPIN and OAP plans.

To assist employees who are enrolled in the HDHP plan save for health care expenses, staff is recommending implementing a Health Savings Account (HSA). The monthly fee for the HSA will be paid by employee.

# **REQUESTING DEPARTMENTS:**

Human Resources, Procurement Department

# FISCAL IMPACT:

The Health Insurance fund budgeting and expenditures occur on a fiscal year (i.e. October to September), while the City's benefit year operates on a full calendar year (i.e. January to December).

The City-paid portion of the expense will have an increase of 11% or \$1,081,878 supported by charges from the fund in which the employees are budgeted.

The charges along with the employer's portion of the premiums are established in the Employee Health Insurance Fund. Retiree and COBRA premiums are 100% member paid and are also established in the Employee Health Insurance Fund as offset revenue and expenditures.

Funding for this benefit is budgeted in Employee Health Insurance:

- Account #511-2522-519-3157 (ASO) \$2,056,185 (Budgeted for FY/20)
- Account #511-2522-519-4569 (claims) \$12,174,319 (Budgeted for FY20)

Down to Earth And Up To Great Things

Mayor and Council: Self-Funded Group Health Benefits October 17, 2019 P a g e | **3** 

# **RECOMMENDATION:**

Motion to continue Self-Funded Group Health Insurance Benefits with Cigna Health & Life Insurance Company (CHLIC) as an Administrative Services Only (ASO) for plan year January 1, 2020 through December 31, 2020 with a 3% increase to the ASO, and 11% increase in premiums.

Attachments: *(all available upon request)* 

- 1) Executive Cost Summary
- 2) Medical Renewal Evaluation

JM/CC/ab

Down to Earth And Up To Great Things

# City of Palm Bay Executive Summary Effective Date: January 1, 2020



				Current						R	enewal			
		Employee	EE %	Employee	Employer	Total	Employee	EE	Employee	EE Per	Employer	ER	Employer Per	Total
		Cost	EE 70	Per Pay (26)	Cost	Premium	Cost	%	Per Pay (26)	Pay Inc	Cost	%	Pay (26)	Premium
MEDICAL				CIGNA							CIGNA			
HDHP Plan														
Employee Only	36	\$0.00	0%	\$0.00	\$646.19	\$646.19	\$0.00	0%	\$0.00	\$0.00	\$646.19	100%	\$298.24	\$646.19
Employee + Spouse	2	\$271.85	20%	\$125.47	\$1,087.40	\$1,359.25	\$271.85	20%	\$125.47	\$0.00	\$1,087.40	80%	\$501.88	\$1,359.25
Employee + Child(ren)	1	\$245.92	20%	\$113.50	\$983.68	\$1,229.60	\$245.92	20%	\$113.50	\$0.00	\$983.68	80%	\$454.01	\$1,229.60
Employee + Family	1	\$330.27	17%	\$152.43	\$1,612.41	\$1,942.68	\$330.27	17%	\$152.43	\$0.00	\$1,612.41	83%	\$744.19	\$1,942.68
OAPIN Plan														
Employee Only	163	\$72.11	10%	\$33.28	\$670.64	\$742.75	\$72.11	9%	\$33.28	\$0.00	\$744.92	91%	\$343.81	\$817.03
Employee + Spouse	58	\$303.38	19%	\$140.02	\$1,258.98	\$1,562.36	\$303.38	18%	\$140.02	\$0.00	\$1,415.22	82%	\$653.18	\$1,718.60
Employee + Child(ren)	49	\$274.43	19%	\$126.66	\$1,138.91	\$1,413.34	\$274.43	18%	\$126.66	\$0.00	\$1,280.24	82%	\$590.88	\$1,554.67
Employee + Family	142	\$368.55	17%	\$170.10	\$1,864.42	\$2,232.97	\$368.55	15%	\$170.10	\$0.00	\$2,087.72	85%	\$963.56	\$2,456.27
OAP Plan														
Employee Only	165	\$75.29	9%	\$34.75	\$753.01	\$828.30	\$75.29	8%	\$34.75	\$0.00	\$835.84	92%	\$385.77	\$911.13
Employee + Spouse	23	\$370.37	21%	\$170.94	\$1,371.88	\$1,742.25	\$370.37	19%	\$170.94	\$0.00	\$1,546.11	81%	\$713.59	\$1,916.48
Employee + Child(ren)	22	\$335.05	21%	\$154.64	\$1,241.01	\$1,576.06	\$335.05	19%	\$154.64	\$0.00	\$1,398.62	81%	\$645.52	\$1,733.67
Employee + Family	37	\$464.25	19%	\$214.27	\$2,025.75	\$2 <i>,</i> 490.00	\$464.25	17%	\$214.27	\$0.00	\$2,274.75	83%	\$1,049.88	\$2,739.00
Monthly Premium	659	\$141,741			\$788,978	\$901,565	\$141,741				\$879,134			\$1,020,875
Annual Premium		\$1,700,889			\$9,467,736	\$10,818,781	\$1,700,889				\$10,549,614			\$12,250,503
\$ Increase / (Decrease)		N/A			N/A	N/A	\$0				\$1,081,878			\$1,431,722
% Increase / (Decrease)		N/A			N/A	N/A	0%				11%			13%
DENTAL				CIGNA							CIGNA			
Low PPO														
Employee Only	72	\$27.14	100%	\$12.53	\$0.00	\$27.14	\$28.77	100%	\$13.28	\$0.75	\$0.00	0%	\$0.00	\$28.77
Employee + 1	40	\$46.37	100%	\$21.40	\$0.00	\$46.37	\$49.15	100%	\$22.68	\$1.28	\$0.00	0%	\$0.00	\$49.15
Employee + Family	53	\$66.55	100%	\$30.72	\$0.00	\$66.55	\$70.55	100%	\$32.56	\$1.84	\$0.00	0%	\$0.00	\$70.55
High PPO														
Employee Only	100	\$37.34	100%	\$17.23	\$0.00	\$37.34	\$39.58	100%	\$18.27	\$1.04	\$0.00	0%	\$0.00	\$39.58
Employee + 1	87	\$63.77	100%	\$29.43	\$0.00	\$63.77	\$67.60	100%	\$31.20	\$1.77	\$0.00	0%	\$0.00	\$67.60
Employee + Family	110	\$91.54	100%	\$42.25	\$0.00	\$91.54	\$97.04	100%	\$44.79	\$2.54	\$0.00	0%	\$0.00	\$97.04
DHMO														
Employee Only	112	\$19.32	100%	\$8.92	\$0.00	\$19.32	\$20.48	100%	\$9.45	\$0.53	\$0.00	0%	\$0.00	\$20.48
Employee + 1	45	\$36.70	100%	\$16.94	\$0.00	\$36.70	\$38.90	100%	\$17.95	\$1.01	\$0.00	0%	\$0.00	\$38.90
Employee + Family	65	\$50.02	100%	\$23.09	\$0.00	\$50.02	\$53.02	100%	\$24.47	\$1.38	\$0.00	0%	\$0.00	\$53.02
Monthly Premium	684	\$33,754			\$0	\$33,754	\$35,781				\$0			\$35,781
Annual Premium		\$405,049			\$0	\$405,049	\$429,369				\$0			\$429,369
\$ Increase / (Decrease)		N/A			N/A	N/A	\$24,320				<b>\$0</b>			\$24,320
% Increase / (Decrease)		N/A			N/A	N/A	6%				0%			6%
Rate Guarantee				Expires 12/31	/2019					Expire	s 12/31/2020			

# City of Palm Bay Medical Renewal Evaluation Effective Date: January 1, 2020



		Cu	rrent			Ren	ewal		
Schedule of Benefits	Cigna OAPIN	Cigna	аОАР	HDHP	Cigna OAPIN	Cigna	аОАР	HDHP	
Deductible (CYD)	In Network	In Network	Out of Network	In Network	In Network	In Network	Out of Network	In Network	
Single	\$1,250	\$750	\$1,500	\$2,000	\$1,250	\$750	\$1,500	\$2,000	
Family	\$2,500	\$1,500	\$3,000	\$4,000	\$2,500	\$1,500	\$3,000	\$4,000	
Out of Pocket Maximum (OOPM)	Includes All Costs	Includes All Costs		Includes All Costs	Includes All Costs	Includes All Costs		Includes All Costs	
Single	\$3,000	\$2,500	\$5,000	\$4,000	\$3,000	\$2,500	\$5,000	\$4,000	
Family	\$6,000	\$5,000	\$10,000	\$8,000	\$6,000	\$5,000	\$10,000	\$8,000	
Coinsurance	20%	10%	30%	20%	20%	10%	30%	20%	
Standard Services							_		
Physician Office Visit	\$30	\$20	30% after CYD	20% after CYD	\$30	\$20	30% after CYD	20% after CYD	
Specialist Visit	\$40	\$30	30% after CYD	20% after CYD	\$40	\$30	30% after CYD	20% after CYD	
Preventive Care	No Charge	No Charge	30% after CYD	No Charge	No Charge	No Charge	30% after CYD	No Charge	
Independent Clinical Lab	No Charge	No Charge	30% after CYD	20% after CYD	No Charge	No Charge	30% after CYD	20% after CYD	
Advanced Imaging	20% after CYD	10% after CYD	30% after CYD	20% after CYD	20% after CYD	10% after CYD	30% after CYD	20% after CYD	
Urgent Care Center	\$30	\$30	\$30	20% after CYD	\$30	\$30	\$30	20% after CYD	
Hospital									
Inpatient	20% after CYD	10% after CYD	30% after CYD	20% after CYD	20% after CYD	10% after CYD	30% after CYD	20% after CYD	
Outpatient	20% after CYD	10% after CYD	30% after CYD	20% after CYD	20% after CYD	0% after CYD 10% after CYD		20% after CYD	
Emergency Room Visit	\$150	\$150	\$150	20% after CYD	\$150	\$150	\$150	20% after CYD	
Physician Services at Hospital	20% after CYD	10% after CYD	30% after CYD	20% after CYD	20% after CYD	10% after CYD	30% after CYD	20% after CYD	
Mental Health									
Inpatient	20% after CYD	10% after CYD	30% after CYD	20% after CYD	20% after CYD	10% after CYD	30% after CYD	20% after CYD	
Outpatient	20% after CYD	10% after CYD	30% after CYD	20% after CYD	20% after CYD	10% after CYD 30% after CYD		20% after CYD	
Prescription Drugs									
Tier 1	\$10	\$10		20% after CYD	\$10	\$10		20% after CYD	
Tier 2	\$30	\$30	40%	20% after CYD	\$30	\$30	40%	20% after CYD	
Tier 3	\$50	\$50		20% after CYD	\$50	\$50		20% after CYD	
Mail Order (90 day supply)	2.x Retail Copay	2.x Retail Copay	N/A	20% after CYD	2.x Retail Copay	2.x Retail Copay	N/A	20% after CYD	
Rates: OAPIN OAP HDHP									
EE Only 163 165 36	\$742.75	\$82	8.30	\$646.19	\$817.03	\$91	1.13	\$646.19	
EE + Spouse 58 23 2	\$1,562.36	\$1,74	42.25	\$1,359.25	\$1,718.60	\$1,93	16.48	\$1,359.25	
EE + Child(ren) 49 22 1	\$1,413.34	\$1,5	76.06	\$1,229.60	\$1,554.67	\$1,73	33.67	\$1,229.60	
EE + Family 142 37 1	\$2,232.97	\$2,49	90.00	\$1,942.68	\$2,456.27	\$2,73	39.00	\$1,942.68	
Monthly 412 247 40	\$598,021	\$303	8,545	\$29,154	\$657 <i>,</i> 823	\$333	3,899	\$29,154	
Annual	\$7,176,246	\$3,64	2,535	\$349,843	\$7,893,871	\$4,00	6,788	\$349,843	
\$ Increase	N/A	N,	/A	N/A	\$717,625	\$364	1,253	\$0	
% Increase N/A		N	/A	N/A	10.0%	10.	.0%	0.0%	
Monthly Premium 699		\$93	80,719			\$1,020,875			
Annual Premium		\$11,1	168,625		\$12,250,503				
\$ Increase / (Decrease)		1	N/A			\$1,08	31,878		
% Increase / (Descrease)		Γ	N/A			9.	7%		

# City of Palm Bay Self Funded Analysis / ASO & Reinsurance Effective Date: January 1, 2020



		Current	Renewal
		2019	2020
		Self-Funded	Self-Funded
MEDICAL ASO FEE		Cigna	Cigna
OAP/OAPIN ASO Fee	659	\$38.99	\$40.16
HDHP ASO Fee	40	\$38.99	\$40.16
Annual Administration Cost		\$327,048	\$336,862
\$ Increase / \$ Decrease		N/A	\$9,814
% Increase / % Decrease		N/A	3.0%
SPECIFIC STOP LOSS		Cigna	Cigna
Coverage		Medical & Rx	Medical & Rx
Contract Terms		12/36	12/36
Specific Deductible (ISL)		\$150,000	\$150,000
Lasered Claims		None	None
Lifetime/Policy Maximum		Unlimited	Unlimited
Specific Stop Loss Premium	699	\$129.32	\$152.17
Annual Premium		\$1,084,736	\$1,276,402
\$ Increase / \$ Decrease		N/A	\$191,666
% Increase / % Decrease		N/A	17.7%
AGGREGATE STOP LOSS		Cigna	Cigna
Corridor		125%	125%
Coverage		\$150,000	\$150,000
Terms		Paid in 12	Paid in 12
Composite Rate	699	\$6.59	\$6.92
Annual Premium		\$55,277	\$58,045
\$ Increase / \$ Decrease		N/A	\$2,768
% Increase / % Decrease		N/A	5.0%
TOTAL FIX COSTS		\$1,467,061	\$1,671,309
\$ Increase / \$ Decrease		N/A	\$204,248
% Increase / % Decrease		N/A	13.9%
EXPECTED CLAIMS COSTS		Cigna	Cigna
OAPIN	412	\$1,195.61	\$1,201.10
ОАР	247	\$1,296.55	\$1,298.39
НДНР	40	\$979.02	\$1,014.29
Expected Claims Costs		\$10,223,998	\$10,273,512
\$ Increase / \$ Decrease		N/A	\$49,514
% Increase / % Decrease		N/A	0.5%
TOTAL EXPECTED COST		\$11,691,059	\$11,944,821
\$ Increase / \$ Decrease		N/A	\$253,762
% Increase / % Decrease		N/A	2.2%
MAXIMUM CLAIMS COST		Cigna	Cigna
OAPIN	412	\$1,494.51	\$1,501.38
ОАР	247	\$1,620.69	\$1,622.98
НДНР	40	\$1,223.78	\$1,267.86
Maximum Claims Cost		\$12,779,997	\$12,841,889
\$ Increase / \$ Decrease		N/A	\$61,892
% Increase / % Decrease		N/A	0.5%
TOTAL MAXIMUM COST		\$14,247,058	\$14,513,198
\$ Increase / \$ Decrease		N/A	\$266,140
% Increase / % Decrease		N/A	1.9%
		N/A	1.070



TO:	Honorable Mayor and Members of the City Council
FROM:	Terese M. Jones, City Clerk
DATE:	October 17, 2019
RE:	One (1) Appointment – Business Improvement District Board

### SUMMARY:

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

The aforementioned vacancy represents the 'a major employer located within the District', position.

The following application has been received:

Cysti Rife-Fafard L3Harris (major employer within district) 1808 Oak Drive North, 32955

## **REQUESTING DEPARTMENT(S):**

Legislative Department

## FISCAL IMPACT:

None.

## **RECOMMENDATION:**

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

/jcd

Down to Earth And Up To Great Things



**City Clerk** 

# **APPLICATION FOR MEMBERSHIP / City Boards or Committees**

City of Palm Bay 120 Malabar Road Palm Bay, FL 32907 Phone: 321-952-3414 www.palmbayflorida.org Fax: 321-953-8971

BOARD/COMMITTEE

		Section 1 Distances	The second was a mention of the						
Name of Board/Committee: City of Palm Bay Business Improvement District.									
Full Name: Crysti Rife-Fafard									
Home Address: 1808 Oak Drive North									
City: Rockledge		] Zij	o Code: 32955						
Telephone Number: 321 724 3344	F	ax Number:	•						
Email Address: crysti.rifefafard@L3Harris.co	om	•							
EMPLOYMENT									
Employer: L3Harris	Occup	ation: Direct	or						
Address: 150 S. Wickham Rd.									
City: Melbourne	State:	FL Zip	o Code: 32904						
Telephone Number: 321 724 3344	Fa	ax Number:							
Email Address: crysti.rifefafard@L3Harris.co									
Job Responsibilities: Director of Facilities									
	EDUCATION								
High School Name: Cocoa High School									
Location: Cocoa	Years Completed: 4	Major/Degr	ee: Diploma						
College Business or Trade School: Eastern	n FL State								
Location: Cocoa	Years Completed: 2	Major/Degr	ee: As						
Professional School: Florida State University	Professional School: Florida State University								
Location: Tallahassee	ocation: Tallahassee Years Completed: 2 Major/Degree: BS								
Other: Licensed by the FL Board of Architecture & Interior Design (DBPR)									
Location: Tallahassee Years Completed: 13 Major/Degree: license									
Revised March 2019 Application fo	r Membership/Boards ar	nd Committe	es Page 1 of 3						

APPLICANT INFORMATION
Have you ever held a business tax receipt? Yes No If yes, please provide the following:
Title:
Issue Date: Issuing Authority:
If any disciplinary action has been taken, please state the type and date of the action taken:
Disciplinary Action: Disciplinary Date:
Are you a resident of the City? Yes No If yes, how long? Years Months
How long have you been a resident of Brevard County? 38 Years Months
Are you a United States citizen?  Yes No
Are you a registered voter of the City? 💽 Yes 🗌 No
Are you employed by the City? Yes I No If yes, what department?
Do you presently serve on a City board(s)? Yes No If yes, please list board(s):
Have you previously served on a City board(s)? Yes No If yes, please list board(s):
Are you currently serving on a board, authority, or commission for another governmental agency?
Yes No If yes, what board(s):
Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest)
to a criminal charge? Yes  No If yes, what charge:
Where: When:
Disposition was: Convicted Pled Guilty Pled No Contest
Have your civil rights been restored?
Are you a member or participant of any community organizations? Yes No
If yes, please list:

What are your hobbies / interests? Main interest is my family. Main hobbies are travel, road trips & vintage

Why do you want to serve on this board / committee? As a Director for Global Business Services at

L3Harris, I am responsible for facilities management and construction efforts in Brevard. I have been requested

to serve on this board to understand master planning projects that may impact the L3Harris Palm Bay site.

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

Race: white

Gender: female

Physically Disabled:

# **APPLICATION CERTIFICATION**

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

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

Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) <u>http://www.flsenate.gov/Statutes</u>

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

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

Signature:	Crysti Rife	-Fafard	Digitally signed by Crysti Rife-Fafar Date: 2019.09.05 13:17:04 -04'00'	d Date:	9/5/2019				
	Mail the applicat	ion to:	Fax the application to:						
	City of Palm Bay Office of the City 120 Malabar Roa Palm Bay, Florida	Clerk ad, SE	321-	953-8971					
		S	UBMIT FORM						
Revised N	larch 2019	Application fo	r Membership/Boards and Co	mmittees	Page 3 of 3				



# **COMMITTEE AND COUNCIL REPORTS**

> Florida Puerto Rican Hispanic Chamber of Commerce

# **Committee Reports**

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

# **Council Reports**



TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: October 17, 2019

RE: Malabar Road Widening from Minton Road to St. John's Heritage Parkway Supplemental Agreement

On August 13, 2019, the City of Palm Bay approved an agreement with Florida Department of Transportation (FDOT) for \$1,067,000 in federal funds for the planning and design of the Project Development and Environmental (PD&E) Study for the Malabar Road Widening from Minton Road to the St John's Heritage Parkway. After approval of the agreement, staff proceeded with the advertisement and selection of the consultant engineering services for the study.

The City selected the best qualified firm and through the negotiation process, determined the original funded amount would not sufficiently cover the work scope for the study. The City reached out to the Transportation Planning Organization (TPO) to see if they would assist in asking FDOT for the shortfall. The FDOT acknowledged the shortfall in fee amount and has provide the additional Federal Funds in the amount of \$287, 667.00 be added to the original agreement for the consultant contract amount of \$1,354,667.00.

FDOT will administers these federal funds, so the Supplemental Agreement is necessary to provide the added funding to the City to execute the project. FDOT has developed the Supplement Agreement, which has been reviewed by the City Attorney.

## **REQUESTING DEPARTMENTS:**

Public Works Department, Procurement Department

# FISCAL IMPACT:

The LAP Supplemental Agreement will provide up to \$287,667.00 (reimbursement). Remaining design costs, if any, will be provided through the Road Program Fund.

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Mayor and Council: Malabar Road Widening Supplemental Agreement October 17, 2019 Page | **2** 

# **RECOMMENDATION:**

Motion to adopt the Resolution authorizing the Mayor to execute the LAP Supplemental Agreement.

Attachments: 1) LAP Agreement (available upon request)

2) Resolution

Down to Earth And Up To Great Things

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT

525-010-32 PROGRAM MANAGEMENT 08/19

Page <u>1</u> of <u>4</u>

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN) D519 067 B

CONTRACT NO.

FPN 437210-1-28-01 FEDERAL AWARD DATE

RECIPIENT DUNS NO. 06-023-6262

Recipient, the City of Palm Bay and State of Florida, Department of Transportation	, desires to supplement		
the original Agreement entered into and executed on	as identified above. All		
provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this			
supplement.			

The changes to the Agreement and supplements, if any, are described as follows:

#### PROJECT DESCRIPTION

Name Malabar Road Widening

Length ~4.00 miles

Termini St. John's Heritage Parkway to Minton Road

Description of Work:

This Project Development & Environmental (PD&E) study is to assess the future widening of Malabar Road from St. John's Heritage Parkway (SJHP) to Minton Road within the City of Palm Bay and in Brevard County. The project length is approximately four (4) miles and the corridor is presently a two-lane, undivided, rural roadway containing one bridge structure and four canal crossings over the Melbourne-Tillman Water Management District. A canal also runs parallel to the north side of Malabar Road for approximately 2.25 miles within the project limits. The Study will consider all viable alternatives and alignments including intersection improvements within the project limits. Potential impacts on the social, economic, cultural, natural, and physical environment will be analyzed and assessed to develop the preferred design concept of the project corridor in accordance with FDOT policy, procedures, and requirements.

The PD&E study will have a purpose and need consistent with Part 2, Chapter 1 of the FDOT PD&E Manual. The following items will be included in this project: public involvement, review of previous planning studies, existing conditions analysis, surveying, geotechnical investigation, traffic analysis, signage evaluation, safety analysis, utility coordination, roadway analysis, structures (including Bridge Number: 704004 - C-10 canal bridge), drainage, landscape analysis, construction and right-of-way cost estimates, alternatives evaluation, conceptual plans, transportation management plan, Transportation Systems Management and Operations (TSM&O) strategies and environmental analysis. The PD&E process is outlined in Part 1, Chapter 4 of the PD&E Manual.

To ensure compliance with the federal process, the Department has offered technical assistance and will assist, at minimum, with providing relevant documents, reviewing the study scope of services, and with the Efficient Transportation Decision Making (ETDM) screening tool. It is the City's responsibility to ensure the federal process is followed to be eligible for federal funding for future phases of this project.

Page <u>2</u> of <u>4</u>

Reason for Supplement and supporting engineering and/or cost analysis:

1. Federal funding in the amount of \$287,667.00 is being added to equal the Recipient's consultant contract award amount of \$1,354,667.00.

Revisions to the federal funding attributed to the amounts referenced above are reflected in the Adjusted Schedule of Financial Assistance, attached hereto and incorporated herein, as Exhibit "B", and in Exhibit "E," Federal Financial Assistance (Single Audit Act) and in Exhibit "J," State Financial Assistance (Florida Single Audit Act).

2. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "D".

#### LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

525-010-32 PROGRAM MANAGEMENT 08/19

#### RECIPIENT NAME & BILLING ADDRESS:

FINANCIAL PROJECT NUMBER:

437210-1-28-01

Page <u>3</u> of <u>4</u>

City of Palm Bay 120 Malabar Road, SE Palm Bay, Florida 32907-3009

	FUNDING					
PHASE OF WORK By Fiscal Year	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design         FY:       (Insert Program Name)         FY:       (Insert Program Name)         FY:       (Insert Program Name)						
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way         FY:       (Insert Program Name)         FY:       (Insert Program Name)         FY:       (Insert Program Name)         FY:       (Insert Program Name)						
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction         FY:       (Insert Program Name)         FY:       (Insert Program Name)         FY:       (Insert Program Name)						
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)           FY:         (Insert Program Name)           FY:         (Insert Program Name)           FY:         (Insert Program Name)						
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Planning/Study-Phase 28) FY: 2019-2020 (LAP) FY: 2019-2020 (TRIP) FY: 2019-2020 (LAP)	\$533,500.00 \$533,500.00 \$0.00	\$0.00 \$0.00 \$287,667.00	\$533,500.00 \$533,500.00 \$287,667.00		\$0.00 \$533,500.00 \$0.00	\$533,500.00
Total Phase Costs	\$1,067,000.00	\$287,667.00	\$1,354,667.00	\$ 0.00	\$533,500.00	\$821,167. 00
TOTAL COST OF THE PROJECT	\$1,067,000.00	\$287,667.00	\$1,354,667.00	\$ 0.00	\$533,500.00	\$821,167.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Allison M. Godwin

**District Grant Manager Name** 

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT CITY OF PALM BAY

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:\_\_\_\_\_

Name: Loreen C. Bobo, P.E. Title: Director of Transportation Development

Date:

Legal Review:

By:\_\_

Name: Title:

#### EXHIBIT "D"

### **RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

#### EXHIBIT "E"

#### FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

#### FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205 CFDA Title: Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program CFDA Program Site: <u>https://www.cfda.gov/</u> Award Amount: **\$821,167.00** Awarding Agency: Florida Department of Transportation Award is for R&D: No Indirect Cost Rate: N/A

#### FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards <a href="http://www.ecfr.gov/">http://www.ecfr.gov/</a>

# FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141 http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS) <u>https://www.fsrs.gov/</u>

# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

#### EXHIBIT "J"

#### STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

#### THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title	County Incentive Grant Program (CIGP), (CSFA 55.008)
and CSFA	Small County Outreach Program (SCOP), (CSFA 55.009)
Number:	Small County Road Assistance Program (SCRAP), (CSFA 55.016)
	Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
	Insert Program Name(s), Insert CSFA Number(s)

\*Award Amount: \$533,500.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

# COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: <u>https://apps.fldfs.com/fsaa/searchCompliance.aspx</u>

The State Projects Compliance Supplement is provided at: <u>https://apps.fldfs.com/fsaa/compliance.aspx</u>

## **RESOLUTION NO. 2019-42**

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE PROJECT DEVELOPMENT AND ENVIRONMENRAL (PD&E) STUDY FOR THE MALABAR ROAD WIDENING FROM MINTON ROAD TO ST JOHN'S HERTIAGE PARKWAY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) and the City of Palm Bay desire to facilitate implementation of federally-funded transportation projects, and

WHEREAS, in order to locally implement these projects, Local Agency Program Supplemental Agreement(s) (LAP) will be required, and

WHEREAS, the FDOT has requested the City of Palm Bay execute and deliver to

FDOT the LAP for planning and design services for the Project Development & Environmental Study for the Malabar Road Widening, Project FPN 437210-1-28-01.

### NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF PALM BAY, BREVARD COUNTY, FLORIDA, as follows:

**SECTION 1.** The City Council hereby authorizes the Mayor to execute the Supplemental Agreement with the FDOT for design services for planning and design services for the Project Development & Environmental Study for the Malabar Road Widening, Project FPN 437210-1-28-01.

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

City of Palm Bay, Florida Resolution 2019-42 Page 2 of 2

This resolution was duly enacted at Meeting No. 2019-\_\_\_, of the City Council of the City of Palm Bay, Brevard County, Florida, held on \_\_\_\_\_, 2019.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK



TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: October 17, 2019

RE: Interlocal Agreement with Brevard County for St. Johns Heritage Parkway and Babcock Street Intersection

Brevard County has budgeted \$1.5 Million as a contribution toward the St. Johns Heritage Parkway (SJHP) project in the south part of the City. As part of the requirements of the County permit for the connection of the SJHP to Babcock Street, the City will be expanding the intersection to match up with the four lanes of the new SJHP, including widening a portion of Babcock on either side of the intersection and installing a fully signalized intersection. Based on the City-County Joint Planning Agreement, dated July 26, 2016, the City is required to accept responsibility for segments of Babcock Street within six months after a four-laning is complete.

To provide for the transfer of Brevard County's contribution, as well as to establish a plan for City and County partnership toward the future widening of Babcock Street, an Interlocal Agreement is being finalized. This Agreement includes a commitment by both the City and County to reserve a portion of transportation impact fees received for any new development in the south portions of the City and County, for future widening and improvements of Babcock Street south of Malabar Road.

City and County staff have been working on the terms of this agreement, and have a final discussion scheduled on October 16, 2019. It is the expectation of staff that the Agreement will be completed and provided for Council consideration in advance of the Regular Council meeting. A placeholder Interlocal Agreement is attached and will be provided in a revised agenda memo prior to the regular City Council meeting on October 17, 2019, with final negotiations of City and County Staff.

Down to Earth And Up To Great Things

Mayor and Council: Interlocal Agreement St. Johns Heritage Parkway & Babcock St. Intersection October 17, 2019

Page | **2** 

# **REQUESTING DEPARTMENT:**

City Manager's Office

## FISCAL IMPACT:

None.

## **RECOMMENDATION:**

Motion to authorize the Mayor to sign the Interlocal Agreement.

Attachment: 1) Interlocal Agreement Draft (placeholder)

SS/ab

Down to Earth And Up To Great Things

# DRAFT INTERLOCAL AGREEMENT

# ST. JOHNS HERITAGE PARKWAY INTERSECTION AND BABCOCK STREET

This Agreement, made and entered into by and between the Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and the City of Palm Bay, Brevard County, Florida, hereinafter referred to as "City".

## Recitals

**WHEREAS**, the County and City desire to complete intersection improvements at Babcock Street and the newly constructed St. Johns Heritage Parkway, defined below as Current Project; and

**WHEREAS,** the County and City agree to partner in efforts to complete the future widening of Babcock Street south of Malabar Road, as funding is available; and

WHEREAS, the County and the City have entered into a Joint Planning Agreement, dated July 26, 2016, which includes, as part of Exhibit C, an agreement that the City will accept maintenance responsibility for segments of Babcock Street within six months after four-laning is complete;

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

### 1. Recitals

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

### 2. Statutory Authority

This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163, Part 1, 2013.

### 3. Existing Joint Planning Agreement

This Agreement is not intended to replace the Joint Planning Agreement between the County and the City, dated July 26, 2016 and as recorded in ORB 8514, PG 1709 of the Official Records of Brevard County, Florida.

# Definitions

# 4. Current Project

At the St. Johns Heritage Parkway and its intersection with Babcock Street, the City of Palm Bay shall construct an intersection and widen Babcock Street to include turn lanes, deceleration lanes, sidewalks, drainage, and the installation of a traffic signal system at said intersection in substantial conformance with the 100% plans and County Right-of-Way/Easement Permit No. 19RW00460, attached hereto as Exhibit A.

# 5. Future Project

Widening of Babcock Street from south of Micco Road (Deer Run Road) to Malabar Road from the current two-lane roadway to a four-lane roadway, a distance of approximately nine miles, to include associated improvements such as identified in the Florida Department of Transportation (F.D.O.T.) Project Development and Environment Study (P.D.& E.) Study, Financial Project No. 437204-1.

A final revision of this draft Interlocal Agreement will be provided in a revised agenda memo prior to the regular city council meeting on October 17, 2019, with final negotiations of City and County Staff at the coordination meeting scheduled on October 16, 2019.



TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: October 17, 2019

RE: Amendment 1 to the Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement Between Brevard County and City of Palm Bay Agreement Number: SOIRL 18-17

The Indian River Lagoon (IRL) system is part of the National Estuary Program and has one of the largest diversity of plants and animals in the nation. A large portion of the IRL is within Brevard County and provides many economic benefits to the County. Decades of development have caused harmful levels of pollutants to enter the lagoon. As part of the effort to address the sources of pollution, Brevard County has developed the Save Our Indian River Lagoon (SOIRL) Project Plan. This plan has a multi-level approach to improve the health and economic value of the IRL and has identified local projects to reduce the pollutants that reach the IRL.

There are specific projects related to reducing the pollutants and nutrient inputs to the IRL from reclaimed water from wastewater treatment plants and water reclamation facilities. The North Regional Water Reclamation Facility (NRWRF) was identified as a facility eligible to receive funding in the amount of \$1,400,000 for the installation of treatment facilities designed to reduce nutrient levels in reclaimed water. On April 5, 2018, City Council approved the execution of an Interlocal Agreement with Brevard County to accept funding for the design and construction of the nutrient removal facilities.

On July 3, 2019, the Utilities Department requested from Brevard County additional funding for the Nutrient Removal project. The additional funding request was primarily attributed to the rapidly rising cost of construction since the project was first considered and scoped for funding in 2015. On July 19, 2019, the SOIRL Citizen's Advisory Committee recommended approval for the request.

Down to Earth And Up To Great Things

Mayor and Council: Amendment 1 to the Save Our Indian River Lagoon Project October 17, 2019 P a g e | **2** 

On September 17, 2019, the Brevard County Commission approved the funding request. The total project funding has increased from \$1,400,000 to \$3,634,900.

The Utilities Department is seeking council approval for Amendment 1 to the Interlocal Agreement to continue our participation in the cost-share funding with Brevard County for the NRWRF nutrient removal project

#### **REQUESTING DEPARTMENT:**

Utilities Department

#### FISCAL IMPACT:

Project Costs: FY20 increase of \$46,900 for Engineering and Permitting and \$2,188,000 for Construction. A budget amendment request will be submitted to recognize the additional revenue stream from the County along with the increase in project expenditures for engineering/permitting and construction in Utilities Operating Fund 421-8034-535-6221, project 17WS16.

#### **RECOMMENDATION:**

Motion to authorize the City Manager to sign Amendment 1 to the Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement, SOIRL 18-17

 Attachment:
 1) Interlocal Agreement Number: SOIRL 18-17 Amendment 1

 (available upon request)

CL/mh

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BOARD OF COUNTY COMMISSIONERS

#### **Natural Resource Management**

2725 Judge Fran Jamieson Way Building A, Room 219 Viera, Florida 32940

September 25, 2019

Christopher Little Utilities Director City of Palm Bay 250 Osmosis Dr. SE Palm Bay, FL 32909

Dear Mr Little:

Enclosed please find two (2) signed original Amendments to Save Our Indian River Lagoon Project Cost-Share Funding Contract (SOIRL 18-17) between Brevard County, Florida and the City of Palm Bay, Florida. After the Amendments have been signed, please return one (1) original to me for the County's recordkeeping purposes and retain one for your files.

Please let me know if there is anything else you will need. Thank you.

Brandon Smith Environmental Specialist Save Our Indian River Lagoon Program Brevard County Natural Resources Management Department

/cg Attachment(s) cc: Virginia Barker, Director

#### AMENDMENT 1 TO THE SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE CITY OF PALM BAY, FLORIDA

#### AGREEMENT NUMBER: SOIRL 18-17 Amendment I

THIS AMENDMENT entered into by and between the Board of County Commissioners of Brevard County, Florida (hereinafter "COUNTY") and The City of Palm Bay (hereinafter "CITY").

WHEREAS, the parties have previously entered into that certain Save Our Indian River Lagoon Project Cost-Share Funding Interlocal Agreement No. SOIRL 18-17 ("ILA") on April 6, 2018; and

WHEREAS, the COUNTY has revised cost-share funding for wastewater treatment facility upgrade projects in the 2019 Save Our Indian River Lagoon Project Plan Update, approved by the Board of County Commissioners on April 9, 2019, increasing the cost-share eligibility of Wastewater Treatment Facility Upgrades for Reclaimed Water from \$231 to \$300 per pound of nitrogen removed as listed in Table 7-1: Cost Share offered for Project Requests Submitted for the 2019 Plan Update; and

WHEREAS, the CITY's North Area Waste Water Treatment Facility Upgrade project costs have increased from \$1,400,000 to \$3,634,900 due to increases in construction costs and materials from the initial 2015 project estimate; and

WHEREAS, improvements to the project design has increased nitrogen removal benefits from 17,790 pounds to 20,240 pounds, thus increasing the Save Our Indian River Lagoon unadjusted Eligible Tax Funding Cost Share from \$4,109,490 to \$6,072,000 in accordance with the rates in Table 7-1: Cost Share offered for Project Requests Submitted for the 2019 Plan Update; and

WHEREAS, the CITY does not have a dedicated funding source to offset the construction cost increase and would either delay or indefinitely suspend the project until such funds could be allocated;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

- 1. Section 3. Terms and Extensions is amended to read as follows:
- a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until <u>April 30, 2021 February 5, 2020</u> ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.

SOIRL 18-17 Amendment I Page | 1 of 3

- Any request for an extension of time beyond the Completion Date must be made in writing no less than 45 days prior to the contracted Completion Date. Timely requests to extend for longer than six months may only be approved by the Board of County Commissioners. Requests to extend for less than six months may be approved by the County Manager or his/her designee.
- c. <u>Notwithstanding specific mention that certain provisions survive termination or expiration</u> of this Agreement, all provisions of this Agreement that by their nature extend beyond the <u>Completion Date</u>, for example, delivery of a final progress report, will remain in full force and effect after the Completion Date as necessary to affect performance.
- 2. Attachment E Eligible Tax Funding Cost Share Form is amended to read as follows:
  - Permitting Task Cost \$20,500 \$29,100; Eligible Lagoon Tax Cost Share, Adjusted \$20,500 \$29,100
  - b. Permitting Task Cost <del>\$179,500</del> \$217,800; Eligible Lagoon Tax Cost Share, Adjusted <del>\$179,500</del> \$217,800
  - c. Construction Task Cost \$1,200,000 \$3,388,000; Eligible Lagoon Tax Cost Share, Adjusted \$1,200,000 \$3,388,000;
  - d. Total Task Cost \$1,400,000 \$3,634,900; Eligible Lagoon Tax Cost Share, Adjusted \$1,400,000 \$3,634,900;
  - e. Pounds of Nitrogen Reduction 17,790 20,240
  - f. Eligible Lagoon Tax Cost Share \$1,400,000 \$3,634,900
- 3. All terms and conditions of the Agreement, incorporated herein by this reference, not inconsistent with the provisions of this First Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and CITY have caused this Amendment 1 to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this document.

BOARD OF COUNTY COMMISSIONERS

**BREVARD COUNTY, FLORIDA** 

By: Kristine Isnardi, Chair

Date: September 17, 2019 As Approved by the Board on {Date of Board Meeting}

ATTEST

Scott Ellis, Clerk

Date: \_\_\_\_\_September 17, 2019

Reviewed for legal form and content

Christine Valliere, Assistant County Attorney

THE CITY OF PALM BAY, FLORIDA

Ву: \_\_\_\_\_

Lisa Morrell, City Manager

Date: \_\_\_\_\_

ATTEST

Ву: \_\_\_\_\_

Name: \_\_\_\_\_

Title:\_\_\_\_\_

Date: \_\_\_\_\_

SOIRL 18-17 Amendment I Page | 3 of 3



# **LEGISLATIVE MEMORANDUM**

- TO: Honorable Mayor and Members of the City Council
- FROM: Lisa Morrell, City Manager
- DATE: October 17, 2019
- RE: Authorization of City Manager to execute a Local Government Contribution Form in the amount of \$354,000.00 for an eligible Low-Income Housing Tax Credit Developer Project, known as "Malabar Cove"

Florida Housing Finance Corporation recently issued Request for Applications (RFA 2019-113 and RFA 2019-116) for multi-family developments using Low-Income Housing Tax Credits. These RFA's require a local funding contribution as part of the application. In an effort to leverage and support shovel-ready affordable housing development projects, the City completed a Substantial Amendment to reallocate available Neighborhood Stabilization Program funds in the amount of \$475,000.00. On September 26, 2019, the City published a Notice of Funding Availability (NOFA) seeking eligible housing developers and projects. One response was received.

Southport Development submitted a compliant response to the City's NOFA proposing a multi-family affordable housing development, Malabar Cove. Malabar Cove is a 169-unit, two phase, two- and three-bedroom, multi-family affordable housing development setting aside 90 percent of the rental units for households earning no more than 60 percent of the Area Median Income (\$39,540 for family size of four (4) persons) and an additional set-aside of 10 percent of the rental units for households earning no more than 35 percent of the Area Median Income (\$23,065 for family size of 4 persons). Phase 1 of the proposed development offers 50 two-bedroom units at \$891 per month, 47 three-bedroom units at \$1,028 per month, 6 two-bedroom rental units at \$519 per month, and 5 three-bedroom units at \$599 per month, for a total of 108 rental units.

Actual award of funds is contingent upon the project being awarded Low-Income Housing Tax Credits, approval of all site plans and submittals required by the Land Development Division within the Growth Management Department, and meeting all other applicable City criteria for development of the project.

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Mayor and Council: Local Government Contribution Form- Malabar Cove October 17, 2019 Page | 2

#### **REQUESTING DEPARTMENT:**

Community & Economic Development Department

#### FISCAL IMPACT:

Neighborhood Stabilization Program (NSP1) funding in the amount of \$354,000 – account number 123-3353-554.62-01 with a current balance of \$801,683.00.

#### **RECOMMENDATION:**

Motion to authorize City Manager to execute the attached Local Government Verification of Contribution – Loan Form.

Attachments:

(all available upon request)

1) Southport Development response to NOFA

2) Florida Housing Finance Corporation Local Government Verification of Contribution form

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#### CITY OF PALM BAY, FLORIDA APPLICATION FOR DEVELOPMENT/REHABILITATION OF AFFORDABLE MULTI-FAMILY HOUSING FOR THE STATE OF FLORIDA'S FY 2019-2020 LOW INCOME HOUSING TAX CREDIT PROGRAM

Applican	t and Co-Sponsor Inform		ONIL APPLICANT and CO-SPONSOR			
	Applicant Applicant Name	SP Grove LLC	>			
	Applicant Address	5403 W Gray \$	St	_		
	City	Tampa		State	FL Zip	33609
	Contact Name	Brianne Heffne	er/Matt Lipoff	Title	·	epresentative
	Phone	813-288-6988	······································	Fax	813-288-15	
	Email	FHFCcontact	@sphome.com	FEIN	47-516771	1
		_		TIN	· · · · · · · · · · · · · · · · · · ·	
<u>1.2</u>	<u>Co-Sponsor</u> Co-Sponsor Name			No	ot Applicable	
	Co-Sponsor Address			_		
	City	m		State	Zip	
	Contact Name			Title		
	Phone			Fax		
	Email		····	FEIN	·	
	If awarded funds pursi	uant to this application, v	will the applicant or co-sponsor be the rec	cipient of	funds?	es 🗌 No
	n no, piedse nuloak	e type of entity-to-be-form	ned and anticpated name:			
<u>1.3</u>	<u>Please check appropri</u>					
<u>1.3</u>	Please check appropri		For-Profit Entity		Non-Profit Entity	
<u>1.3</u>	Please check appropri		For-Profit Entity  Limited Liability Company		Non-Profit Entity	
<u>1.3</u>	Please check appropri		For-Profit Entity	ę	Non-Profit Entity	
<u>1.3</u>	Please check appropri	iate Applican <u>t tγpe:</u>	For-Profit Entity  Limited Liability Company	¢	Non-Profit Entity	
<u>1.3</u>	Please check appropri         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partners         Please check appropri	riate Applicant tγpe:	For-Profit Entity  For-Profit Entity  Company  Community Development Corporation *	¢	Non-Profit Entity	
	Please check appropri         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partnership	riate Applicant tγpe:	For-Profit Entity  For-Profit Entity  Company  Community Development Corporation *	6	Non-Profit Entity	,
	Please check appropri         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partners         Please check appropr         Individual         Please check appropr         Individual         Partnership *	riate Applicant tγpe:	For-Profit Entity  Limited Liability Company Community Development Corporation * 9/22/15	¢		,
	Please check appropri         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partners         Please check appropr         Individual         Partnership *         Housing Authority	riate Applicant tγpe:	For-Profit Entity  Limited Liability Company Community Development Corporation *  9/22/15 For-Profit Entity			,
	Please check appropri         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partners         Please check appropr         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partners         Housing Authority         Other         Other         Other         Other         Other	iate Applicant type: rship was established: riate Co-Sponsor type	For-Profit Entity  Limited Liability Company Community Development Corporation *  9/22/15  For-Profit Entity Limited Liability Company			,
	Please check appropri         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partners         Individual         Please check appropri         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partners         Housing Authority         Other         *Date Corp or Partners	riate Applicant type: rship was established: riate Co-Sponsor type	For-Profit Entity  Limited Liability Company Community Development Corporation *  9/22/15  For-Profit Entity Limited Liability Company Community Development Corporation *			,
	Please check appropri         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partners         Individual         Please check appropri         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partners         Housing Authority         Other         *Date Corp or Partners	iate Applicant type: rship was established: riate Co-Sponsor type	For-Profit Entity  Limited Liability Company Community Development Corporation *  9/22/15  For-Profit Entity Limited Liability Company Community Development Corporation *			,
	Please check appropri         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partners         Individual         Please check appropri         Individual         Partnership *         Housing Authority         Other         *Date Corp or Partners         Housing Authority         Other         *Date Corp or Partners	riate Applicant type: rship was established: riate Co-Sponsor type	For-Profit Entity  Limited Liability Company Community Development Corporation *  9/22/15  For-Profit Entity Limited Liability Company Community Development Corporation *			,

### CITY OF PALM BAY, FLORIDA APPLICATION FOR DEVELOPMENT/REHABILITATION OF AFFORDABLE MULTI-FAMILY HOUSING FOR THE STATE OF FLORIDA'S FY 2019-2020 LOW INCOME HOUSING TAX CREDIT PROGRAM

#### 1.5 Organizational Documents

If the applicant or co-sponsor is a legally existing organization, submit a copy of any incorporation documents and bylaws, including (if applicable) documentation of non-profit status and certificate of legal existence for the current year. Attached as Attachment 1

#### 1.6 Management Changes

C Yes

No No

Has there been any management or ownership changes in the Applicant and/or Co-Sponsor entity in the last twelve-month period? (if 🗌 No

1.7 Financial Statements

Attach ONE audited financial statements or personal financial statements (include notes and projections) for both the applicant, cosponsors, and principals. If the Applicant and Co-Sponsor is newly formed with no historical financial statements, then please provide financial statements for the parent organization. Attached as Attachment 2

#### Applicant and Co-Sponsor's Capacity and Experience <u>1.8</u>

1.8.a. Please provide a written description of the Applicant's and Co-Sponsor's record of performance, qualifications and capacity to Attached as Attachment 3

1.8.b. Work Completed and in Process

On the Applicant Capacity form (Exhibit A) provided, please identify:

- 1. All developments currently underway by the Applicant or co-sponsor
- 2. Developments completed in the last five years
- 3. Five completed developments of similar type and scale in the last five years
- 1.9 Bankruptcy 19a Haciba An-"

1.3.a Thas the Applicant, Co-Sponsor, or any members of its development team, ever declared bankrup	otcy?
---	-------

1.10 Taxes

Are the applicant and Co-Sponsor current on all local, state, and federal taxes?

SECTION II. DEVELOPMENT TEAM

🔳 Yes 🗋 No

<u>2.1</u> Qualified Development Team Contact Information

Provide information identifying the proposed qualified development team members on the form provided (Exhibit B). Provide descriptions of relevant experience and qualifications for each team member.

SECTION III. DEVELOPMENT

3.1 Development Inform	nation
Development Name	Malabar Grove
Development Address	South Skie of Malaber Rd, approximately 4100 feet West of the Intersection of Melaber Rd and Minton Rd County Brevard
City	Palm Bay State FL Zin 32907
ls Development Loc	ated in Neighborhood Revitilazation Strategy Area?

#### 3.2 Development Narrative

Each application must contain a project narrative that summarizes the scope of the proposal and the roles of the development team. This narrative should include: A description of the proposal, including its location(s), development type, unit mix and unit size; description of project design; proposed rents; a description of need and the target market; a description of special amenities and services; a summary of proposed construction and permanent financing, anticipated start and completion dates. Attachment 4

3.3 Development Schedule

### CITY OF PALM BAY, FLORIDA APPLICATION FOR DEVELOPMENT/REHABILITATION OF AFFORDABLE MULTI-FAMILY HOUSING FOR THE STATE OF FLORIDA'S FY 2019-2020 LOW INCOME HOUSING TAX CREDIT PROGRAM

Complete a development schedule based on key events (acquisition, site plan approval, construction, occupancy, etc.) (Exhibit C).

<u>3.4</u>	Does the Applicant and/or Co-Sponsor have a previous financial involvement or history with this property?						
<u>3.5</u>	Has the Applicant and/or Co-Sponsor met with the Planning Department reporting this						X No
<u>3.6</u>	<u>Site Control</u> (check a Please attach copies	Yes [	No				
				Number of Parcels	1		
	Deed			1 410010	-		
	Option Agreement*		***************************************				
	Purchase Contract*			1			
	Ground Lease				Attachment 6		
	Other (i.e designat	ed/preferred developer	agreement)		7904		
				1			
	Deed	Acquisition Price			Acquisition Date		
	Option Agreement*	Expiration Date			_ Acquisition Date		
	Purchase Contract*	Expiration Date	September 12, 202	0	_		
	Ground Lease	Ground Lessor					
	Other (i.e designat agreement)	ed/preferred developer			Maturity Date		
<u>3.7</u>	Site Plan				_		
	Please provide a prel	iminary site plan includir	na huilding footprint(s)	and all site immersion			
	• N Pers Astron	Attachr	ment 7	and all site improver	ments (identify scale of	on the drawi	ngs).
<u>3.8</u>	Schematic Drawings	/ tituo iii					
	Please provide elevat	tions and proposed floor	plans, if available (ide	entify scale on the dr	winge) Attachment		
			SECTION IV. FIN		awings). Attachment	. 8	
			CECTION IV. TH	ANCING			
<u>4.1</u>	Labor Standards/Prev	vailing Wages					
	For projects that trigg	er federal prevailing was	ge requirements, the b	id and construction c	ocuments must inclu	do all stand	
	Labor Compliance clauses and the cost estimate must be based on Davis-Bacon costs. Contact your Project Representative prices abumission of the application to determine if Federal Labor requirements will be triggered. Developers, Consultants, Contractors a Subcontractors must be cleared from State and Federal Suspended and Disbarred Contractor Lists.						
	Will Davis Bacon wag	e rates be required for t	this project?				
	Yes Vo						
4.2	Attach Development	and Operating Pro-forma	as including Sources a	and Uses of Funds /S		Attachmen	+ 9
	MANT	4	e caloca c		oubmit own Forms).	Anaonnien	11.5

Applicant Signature

Date

Co-Sponsor Signature

Date

#### EXHIBIT A - APPLICANT CAPACITY FORM

#### DEVELOPMENT NAME

#### Malabar Grove

APPLICANT

SP Grove LLC

#### CURRENT PROJECTS UNDERWAY

			-		Planned	Total	
			#of	Date	Completion	Development	
Applicant/Co-Sponsor Name	Project Name	Stage	Units	Initiated	Date	Budget	Town/ City
J. David Page- Key Principal	Woodlawn Trail	95% Complete	80	10-16-18	9-30-19	\$15,264,493.50	Clearwater, FL
J. David Page- Key Principal	Palmetto Pointe	2% Complete	82	9-19-19	10-30-20	\$19,382,581.00	Pinellas Park, FL
J. David Page- Key Principal	Harold House	20% Complete	80	7-30-18	7-31-220	\$14,599,254.00	Jacksonville, FL
J. David Page- Key Principal	Jacksonville Townhomes	85% Complete	250	3-27-18	10-20-19	\$34,839,552.00	Jacksonville, FL
J. David Page- Key Principal	Delphin Downs	25% Complete	72	5-25-18	12-31-19	\$20,290,697.00	Pensacola, FL

#### PROJECTS COMPLETED

						Total	
			#of	Date	Date	Development	
Applicant/Co-Sponsor Name	Project Name	Project Type	Units	Initiated	Completed	Budget	Town/ City
J. David Page- Key Principal	Garden Trail	New Construction	76	12-19-15	12-30-16	\$12,919,573.00	Clearwater, FL
J. David Page- Key Principal	Parkside Commons	New Construction	60	1-16-16	12-31-15	\$11,246,278.00	Pinellas Park, FL
J. David Page- Key Principal	Jackson Heights	Rehab	111	1-16-15	10-31-15	\$16,088,818.00	Tampa, FL
J. David Page- Key Principal	The Crossings at Indian Run	Rehab	344	1-15-14	7-16-15	\$20,200,652.00	Stuart, FL
J. David Page- Key Principal	City Place	New Construction	82	2-1-08	8-31 <b>-</b> 10	\$17,250,500	St. Petersburg, FL

#### **PROJECTS OF SIMILAR TYPE & SCALE**

						Total	
			# of	Date	Date	Development	
Applicant/Co-Sponsor Name	Project Name	Project Type	Units	Initiated	Completed	Budget	Town/ City
J. David Page- Key Principal	Palm Gardens	New Construction	150	10-1-06	5-15-08	\$15,298,600.00	Lake Worth, FL
J. David Page- Key Principal	Garden Trail	New Construction	76	12-1 <del>9</del> -15	12-30-16	\$12,919,573.00	Clearwater, FL
J. David Page- Key Principal	Brookstone Senior Apartments	New Construction	108	10-14-16	12-31-18	\$16,509,250.00	Tallahassee, FL
J. David Page- Key Principal	Parkside Commons	New Construction	60	1-16-16	12-31-17	\$11,245,278.00	Pinellas Park, FL
J. David Page- Key Principal	Laburnum Gardens	New Construction	81	2-14-18	12-31-18	\$17,223,450.00	Valrico, FL

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DEVELOPMENT NAME	Malabar Grove	APPLICANT	SP Grove LLC
APPLICANT			
(Owner/Mortgagor):	SP Grove LLC		
Address:	5403 W Gray St		
	Tampa, FL 33609	Website:	SPhome.com
Principal(s):	J. David Page		
Contact Person:	Brianne Helfner	Email Address;	FHECcontact@sphome.com
Telephone Number:	813-288-6988	Fax Number:	813-288-1511
DEVELOPER			
	Southport Development, Inc.		
	5403 W Gray St		
	Tampa, FL 33609	10/	SPhome.com
Principal(s):	J. David Page	vvebsite:	
	Brianne Heffner	Email Address	FHFCcontact@sphome.com
Telephone Number:			813-288-698
ARCHITECT	Forum Architecture	<u> </u>	
Address:	237 S Westmonte Ave. Suite 220		
	Altamonte Springs, FL 32714	Website:	Forumarchitecture.com
	Andrew Roark		
	Brian Zimmerman	Email Address:	bzimmerman@forumarchitecture.com
Telephone Number:	407-830-1400	Fax Number:	
CONTRACTOR	Vaughn Bay Construction, Inc.		
Address:	1911 65th Ave W	<u> </u>	
	Tacoma, WA 98466	Website:	http://vaughnbayconstruction.com/
Principal(s):	Steve Page		
Contact Person:	Scott Stockstad	Email Address	Scott@vaughnbay.net
Telephone Number:	813-867-3700	Fax Number	
OTHER			
Address			
/ Wal 685.		·	
Principal(s)		Website	·
Contact Person		Email Address	
Telephone Number		Fax Number	
-			

## EXHIBIT B - QUALIFIED DEVELOPMENT TEAM CONTACT INFORMATION

#### EXHIBIT C - DEVELOPMENT SCHEDULE

Activity	Date:	
	Month/Year	City Use Only
rrent Year: 2019		
e:		
Option/Contract	March 2019	
Site Acquisition	June 2020	
Zoning Approval	In Place	
Site Analysis	Ongoing	
nancing:		
Construction Loan		
Loan Application	October 2019	이 바람 사실 때마다 가려면 가지 않는 것 같은 것 같은 것 같은 것 같은 것 같은 것 같은 것 같이 있는 것 같은 것 같이 있다.
Conditional Commilment	October 2019	
Firm Commitment	January 2020	
Permanent Loan		
Loan Application	October 2019	
Conditional Commitment	October 2019	
Firm Commilment	January 2020	
Other Loans & Grants		
Type & Source:	Palm Bay Local Government Contribution	
Application	October 2019	
Award	October 2019	
Other Loans & Grants		
Type & Source:	9% LIHTC-Florida Housing Finance Corportation	
Application	November 2019	
Award	February 2020	
Other Loans & Grants		
Type & Source:	in the second	<u>an an a</u>
Application		
Award		
ans & Specifications:		
Schematics	September 2019	
40% drawings	August 2020	
100% drawings	October 2020	
osing & Transfer of Property	January 2020	
Instruction Start	January 2021	
ompletion of Construction	March 2022	
ease-up	June 2022	
ustaining Occupancy	Jne 2022	
roforma Stabilized Year*	2023	

If Yes, please indicate phase below and provide a separate schedule for each phase on separate sheet.

Phase; 1

\* Proforma Stabilized Year (PSY) is the first full year following leaseup with sustaining occupancy.

#### EXHIBIT C - DEVELOPMENT SCHEDULE Phase 2

DEVELOPMENT NAME	Walabar Grove	APPLICANT SP Grove LLC
Activity	Date: Month/Year	City Use Only
Current Year: 2019	<u> </u>	
Site		
Option/Contract	March 2019	
Site Acquisition	June 2020	
Zoning Approval	In Place	
Site Analysis	Ongoing	
Einanding:		
Construction Loan		
Loan Application	October 2020	
Conditional Commitment	October 2020	
Firm Commitment	January 2021	
Permanent Loan		
Loan Application	October 2020	<u>小公园。小小市中心市。公共结果市场新建建设和大都建筑建筑和</u> 市。
Conditional Commitment	October 2020	
Firm Commitment	January 2021	
Other Loans & Grants		
Type & Source:	Palm Bay Local Government Contribution	<u>- 2019년 1월 18월 2월 2월 19일 - 10일 10일</u> 11일 월 21일 - 19일 - 19g
Application	October 2020	
Award	October 2020	
Other Loans & Grants		
Type & Source:	4% LIHTC-SAIL-Florida Housing Finance	
Application	November 2020	
Award	February 2021	
Other Loans & Grants		
Type & Source:		
Application		
Award		
Plans & Specifications:		
Schematics	September 2019	
40% drawings	August 2021	
100% drawings	October 2021	
Closing & Transfer of Property	January 2020	
Construction Start	January 2022	
Completion of Construction	March 2023	
Lease-up	June 2023	
Sustaining Occupancy	Jne 2023	
Proforma Stabilized Year*	2024	
LIHT Credit Placed-In-Service Date	2/1/21	
Will project construction be in phases?		

If Yes, please indicate phase below and provide a separate schedule for each phase on separate sheet.
Phase: 2\_\_\_\_\_

\* Proforma Stabilized Year (PSY) is the first full year following leaseup with sustaining occupancy.

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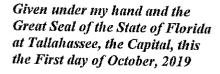
# Attachment 1

# State of Florida Department of State

I certify from the records of this office that SP GROVE LLC is a limited liability company organized under the laws of the State of Florida, filed on September 22, 2015.

The document number of this limited liability company is L15000161034.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on February 21, 2019, and that its status is active.





Secretary of State

Tracking Number: 8904043460CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

# Electronic Articles of Organization For Florida Limited Liability Company

L15000161034 FILED 8:00 AM September 22, 2015 Sec. Of State ncausseaux

Article I

The name of the Limited Liability Company is: SP GROVE LLC

#### Article II

The street address of the principal office of the Limited Liability Company is:

5403 WEST GRAY STREET TAMPA, FL. 33609

The mailing address of the Limited Liability Company is: 2430 ESTANCIA BOULEVARD, SUITE 114

CLEARWATER, FL. 33761

### Article III

The name and Florida street address of the registered agent is:

TRUSTEE AND CORPORATE SERVICES, INC. 2430 ESTANCIA BOULEVARD, SUITE 114 CLEARWATER, FL. 33761

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JEFFREY C. STEINERT, VP

# Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR SP GROVE MANAGER LLC 5403 WEST GRAY STREET TAMPA, FL. 33609 L15000161034 FILED 8:00 AM September 22, 2015 Sec. Of State ncausseaux

Signature of member or an authorized representative

Electronic Signature: JEFFREY C. STEINERT, AGENT

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

IRS DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

Date of this notice: 09-28-2015

Employer Identification Number: 47-5167711

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-5167711. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

#### 04/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

SP GROVE LLC J DAVID PAGE MBR 5403 W GRAY ST TAMPA, FL 33609 (IRS USE ONLY) 575B

#### IMPORTANT REMINDERS:

- Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SPGR. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

99999999999

Your Telephone Number	Best Time to Call	DATE OF THIS NOTICE: 0:	9-28-2015
( ) –		EMPLOYER IDENTIFICATION	NUMBER: 47-5167711
		FORM: SS-4	NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 SP GROVE LLC J DAVID PAGE MBR 5403 W GRAY ST TAMPA, FL 33609

# <u>Attachment 2</u>

### **Financial Statements**

Applicant: SP Grove LLC

SP Grove LLC is a single purpose entity created to acquire the named property. The entity is newly formed and has no prior financial activity.

Co-Sponsors: Not Applicable

Principals: J. David Page

J. David Page is the key principal of SP Grove LLC. Attached hereto are current and prior year's personal financial statements.

Parent Organization: Southport Development, Inc.

Southport Development, Inc. is solely owned by J. David Page. This organization is a service company that operates on behalf of J. David Page. All of Southport Development, Inc.'s financial activity flows directly to J. David Page and financial information included herein for J. David Page is also representative and inclusive of Southport Development, Inc.

#### J. David Page Financial Statement July 31, 2019

<u>Assets</u>	Cash		
	Listed Securities	\$ \$	250,000
	Listed Securities	\$	9,500,000
	Partnerships	\$	91,660,000
	Residences	\$	4,000,000
	Land Held for Sale or Development	\$	2,955,000
	Office & Commercial Buildings	\$	1,010,000
	Private Equity	ŝ	1,400,000
		\$ \$ \$ \$ \$	
		Ψ	110,775,000
<b>Liabilities</b>	JP Morgan Line of Credit		
		\$ \$	4,850,000
	Loan -11730 Maidstone Wellington, FL	\$	1,200,000
	Total Liabilities	\$	6,050,000
	·	34603.000 inter-	
	Net Worth	\$	104,725,000
Signature	102 PG	Date	7/31/2019

#### J. David Page Financial Statement Detail

Cash		
First Citizens Bank Various Accounts	\$	250,000
Listed Securities Shares Held at JP Morgan - Account of J. David Page Schwab	\$	9,500,000 500,000 10,000,000
Residences		
*Residence 11730 Maidstone Wellington, FL	\$	4,000,000
Private Equity		
Vinvention Capital Partners, LP Endeavour VI Endeavour VII	\$ \$ \$	350,000 500,000 550,000
	\$	1,400,000

\* Owned jointly with Arlene F. Page (spouse)

Multiple Family

Parntership List

ST COAST	JDP Ownership	Not Equity	Units	City	Sta
400 Apartments	<b>A</b>				
Apt 2209 Sherry Netherland	General Partner	600,000	101	Gainesville	FL
Baltic Plaza Apis	25%	500,000	1	New York	N
BCC	100%	2,100,000	169	Atlantic City	N.
	General Partner	700,000	104	Miami	FL
Berekley Pointe fka Spring Manor Apartments	General Partner	500,000	160	Ocala	FL
Brookestone I Senior	General Partner	400,000	108	Tallahassee	FL
Brookfield Mews	General Partner	700,000	120	Tiflon	G/
Brookside Village	General Partner	150,000	50	Ft. Myers	FL
Broward Gardens	General Partner	1,000,000	96	Ft. Lauderdale	FL
Calusa Estates	General Partner	1,000,000	114	Belle Grande	FL
Caravel Apartments	General Partner	500,000	100	Lauderdale Lakes	FL
Cedar Park Apartments	General Partner	1,500,000	72	Lake City	FL
Central Court	General Partner	100,000	68	Tampa	FL
Chelsea Commons	25%	200,000	210	Greenacres	FL
Chipola Apartments	General Partner	100,000	48	Marianna	FL
Choctaw Village	General Partner	500,000	48	Ft.Walton Beach	FL
City Center Place	20%	25,000	52	Birmingham	AL
City Place fka Burlington Elderly	General Partner	500,000	82	St. Petersburg	
Clearwater Apartments	General Partner	100,000	100	Clearwater	FL
Colony Park	. 15%	300,000	130	West Palm Beach	FL
Columbus Court	General Partner	1,500,000	160		FL
Congress Park I	General Partner	2,000,000	163	Tampa Mashinatan	FL
Congress Park II	General Partner	1,500,000	214	Washington	DC
Country Village	General Partner	200,000	140	Washington	DC
Crossroads	General Partner	500,000		Jefferson City	TN
Crystal Coast Apts	40%		94	Orlando	FL
Cumberland Oaks	General Partner	125,000	51	Morehead	NC
Daylona Gardens	General Partner	500,000	154	St. Mary's	GA
Delphin Downs	General Partner	750,000	230	Daytona Beach	FL
Emerald Place Apartmenis	29%	750,000	72	Pensacola	FL
Evergreen	General Partner	250,000	136	Titusville	FL
Forest Glen Apts		100,000	40	Tampa	FL
Foxwood Apartments	30% General Partner	400,000	92	Durham	NC
Fixplay Apartments		500,000	100	Panama City	Fኒ
Sadsden Apartments	16%	250,000	23	Birmingham	AL.
Garden Trail	General Partner	500,000	100	Gadsden	FL
George Mason	General Partner	500,000	76	Clearwater	FL
Beorgia Arms Apartments	General Partner	100,000	26	Richmond	VA
Goodall Brown	General Partner	400,000	90	Sanford	FL
Grande Court at North Port Apartments	16%	250,000	36	Birmingham	AL.
	10%	100,000	136	North Port	FL
-lampton Ridge	General Partner	1,500,000	110	Jacksonville	FL
-lampton Villa	General Partner	150,000	60	Jacksonville	FL
Harbour Court	General Partner	100,000	64	Haines City	FL
Harold House	General Partner	500,000	80	Jacksonville	FL
tenson Creek	General Partner	500,000	210	Fort Washington	MO
fickory Knoll	General Partner	600,000	96	Ocala	FL
Highland Palms	General Partner	150,000	52	Avon Park	FL
Hiltop Village	General Partner	500,000	200	Jacksonville	FL
lillwood Pointe Apts	17%				

#### Multiple Family Parntership List

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Project Nams	JDP Ownership	Net Equity	Units	City	Stat
Hudson Estates	60%	100,000	52		FL
Jackson Heights	General Pariner	500,000	111		FL
Jacksonville Townhouses	General Partner	1,000,000	250	•	FL
Jefferson Lakes I	General Partner	1,250,000	296		
Jefferson Lakes II	85%	1,200,000	112		LA
Labumum Gardens	General Partner	500,000	81	Valrico	FL
Lake Mangonia Apartments	General Partner	500,000	150	West Palm Beach	
La Vista fka St. James Place	General Partner	100,000	126	Tampa	FL
Lincoln Fields	General Partner	50,000	213	Miami	FL
Locust Manor Family Housing	<b>General Pariner</b>	50,000	54	Queens	FL
Locust Manor Senior Housing	General Partner	50,000	58	Queens	NY
Lummus Park Manor	General Parner	100,000	50	Miami	NY 
Majeslic Oaks	General Partner	1,000,000	172	Gainesville	FL
Mallards Landing	20%	500,000	163		FL
Marina Bay	General Partner	500,000	192	West Palm Beach	FL
Mobley Park Apartments	10%	100,000	192 234	Leke Worth	FL.
Monteagle Ridge	General Pariner	250,000		Tampa	FL
Nountain Wood	10%		150	Niegra Falls	NY
New York Avenue Apts	General Partner	200,000	100	Daiton	GA
Dakwood Villa	General Partner	4,000,000	150	Atlantic City	NJ
Drangewood Village	General Partner	500,000	200	Jacksonville	FL
Dsprey Cove	25%	100,000	60	Fort Pierce	<b>F</b> L
alm Gardens		500,000	176	Naples	FL
almetto Pointe	100%	1,000,000	80	West Palm	FL
alms West	General Pariner	500,000	82	Palmetto	FL
arkside Commons	General Pariner	1,000,000	290	West Palm	FL
arish Caks	General Partner	100,000	60	Pinellas Park	FL
embroke Tower	General Partner	500,000	120	Parrish	FL.
ine Creek	100%	1,000,000	100	Pernbroke Pines	FL
inewcod Apartmenis	General Partner	500,000	108	Port St Lucie	FL
Inewcod Point Apartments	General Pariner	100,000	94	Athens	GA
lace One Apartments	General Partner	1,800,000	196	Jacksonville	FL
•	General Pariner	3,000,000	114	Richmond	VA
aven Crossings	38%	2,000,000	240	Alta Monte Springs	FL
effections	15%	250,000	104	Richmond	VA
idgewood Apla	39%	100,000	33	Winter Haven	FL
abal Paims	38%	500,000	72	Melbourne	FL
an Marco I & II	General Partner	1,200,000	400	West Palm Beach	FL
eminole Gardens	General Partner	600,000	108	Sanford	FL
errano Apariments	20%	1,300,000	193	West Palm Beach	FL
Iver Oak fka Johnson Kenneth Court	General Partner	2,500,000	200	Tampa	FL
pulhport Development, Inc	99%	100,000		Tacoma	WA
outhport Financial Services, Inc.	99%	1,000,000		Tacoma	WA
evens Duval	General Partner	100,000	52	Jacksonville	FL.
inrise Apts	General Partner	1,000,000	114	Tallahassee	FL FL
ampa Heights	34%	100,000	36	Tampa	
e Crossings at Indian Run	General Partner	800,000	344	Stuart	FL.
e Grand at Day Point	General Pariner	450,000	160	Goldsboro	FL
nberwood Trace	General Partner	1,000,000	224	Jacksonville	NC
nuquana Apartments	General Pariner	500,000	100		FL.
iversity Plaza	General Partner		100	Jacksonville	FL

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#### Multiple Family

Parntership List

Project Name	JDP Ownership	Net Equity			
Venice Cove Apartments	50%	and the second	Units	City	Stat
Watauga Woods	38%	2,000,000	150	Ft. Lauderdale	FL
Wedgewood Apartments	General Partner	2,500,000	216	onando.	FL
Westminster Oaks	General Partner	750,000	80	West Palm Beach	FL
Woodberry Apartments		1,000,000	50	Springfield	VA
Woodlawn Trail	General Partner	100,000	168	Asheville.	NC
MID WEST	General Partner	500,000	80	) Clearwater	FL
Autumn House Apts	Conservation				
Bethel/Zebulon Apartments	General Pariner	50,000	50	Marysville	MO
Bridgeport Apts	General Partner	1,000,000	150	Cincinnati	он
Claudell Lane Phase I	General Partner	200,000	232	Kansas City	MO
Claudell Lane Phase II	General Partner	10,000	20	Columbia	мо
Columbia Square Townhomes	General Partner	10,000	20	Columbia	MO
Filendship Village	General Partner	300,000	128	Columbia	MO
Henderson Court	General Partner	200,000	145	Kansas City	MO
Highland Park Apts	General Partner	2,000,000	150	Bloomington	IN
Jefferson Manor Apis	General Partner	200,000	200	Topeka	KS
Lakewood Apts	General Partner	100,000	87	Kanses City	MO
Landmark Tower	General Partner	100,000	100	Liberty	MO
	General Partner	140,000	65	Lexington	MO
Lexington	General Parlner	100,000	48	Lexington	KS
Lom Vista	50%	150,000	84	Ossawontamie	
Old Oak Tree	General Partner	325,000	126	independence	KS
Overbrook Apts	General Partner	300,000	70	Merriam	MO
Overland Park Estates	General Partner	200,000	60	Overland Park	KS
Sunset Townhomes	General Partner	110,000	50	Newton	KS
Thunderbird Apts	50%	300,000	50	Harrisville	KS
University Commons Apt	General Partner	10,000	133		MO
VEST COAST			100	University City	он
Alderwood Apts	General Partner	50,000	80	1.0000	
Beech Street	General Partner	100,000	60	Lemoore	ĊA
Birch Street Apts	General Partner	50,000	26	Yakima	WA
Brookstone Apts	20%	200,000	-	Quincy	WA
Burien Haus	General Partner	250,000	82	Spokane	WA
Cambridge Court	18.34%	50,000	34	Burien	WA
Cambridge Management Inc.	33.33%	10,000	61	Tulare	CA
Casa del Sol Apts	10%	10,000		Tacoma	WA
Casa del Sol Apts	5%		26	Sunnyside	WA
Cascade Affordable Housing Consultants LLC	25%	25,000	80	Hanford	CA
Chaparral Apts	33%	10,000		Tacoma	WA
Chaparral II Apts	General Partner	50,000	26	Moses Lake	WA
Chehalis Valley Apts.	33%	50,000	26	Moses Lake	WA
Chestnut Court Apts	General Partner	50,000	26	Chehalis	WA
Clarksion Gardens Apts	50%	50,000	26	Yakima	WA
Clarkston Manor Apts	-	200,000	26	Clarkston	WA
Colorado Apts	General Partner	50,000	12	Clarkston	WA
Cornerstone	General Partner	50,000	26	East Wenatchee	WA
Conidor Apts	General Partner	50,000	121	Yakima	WA
Cottonwood Glen Apts	General Partner	50,000	26	Centralia	WA
Creekside	General Partner	50,000	20	Clarkston	WA
Creekside Apis	18.34%	50,000	81	Madera	CA
	General Partner	50,000	18	Shelton	

#### Multiple Family Parntership List

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Project Name	JDP Ownership	Net Equity	Units	City	State
Crestview	General Partner	50,000	168	Ellensburg	WA
Crowne Pointe	33%	1,000,000	160	Olympia	WA
East Linda Gardens	5%	50,000	103	Yakima	WA
East Ridge Apte	General Partner	50,000	26	Marysville	CA
Fair Street Apts	General Partner	50,000	26	Clarkston	WA
Falls Park Apts	General Partner	100,000	74	Sioux Falls	SD
Falls Terrace Apts.	General Partner	100,000	62	Souix Falls	SD
Forest Grove fka Summer Ridge Apartments	10%	100,000	116	Lacey	WA
Brand Hotel	33%	100,000	51	Yakima	WA
lail Apts	General Partner	50,000	36	Hilo	н
lale Hoaloha	General Partner	600,000	81	Hilo	HI
lale O'Haucli Apts	39%	1,000,000	100	Honolulu	H
larrison Village	17%	20,000	31	Centralia	WA
lilliop Apts.	General Partner	50,000	26	Wenatchee	
Caneohe Apts	General Partner	25,000	44	Kaneohe	WA
akeland Pointe Apts	General Partner	50,000	26	Noses Lake	H
akeland Pointe II Apts	General Partner	50,000	26		WA
Iaple Street Apts	General Partner	150,000		Moses Lake	WA
Replewood Apartments	General Partner		52	Wenatchee	WA
Asson Ave	General Partner	50,000	100	Fresno	CA
layflower Apartment	10%	500,000	105	Tacoma	WA
fcMunay Apartments		100,000	192	Lehí	UT
	20% .	200,000	100	Richland	WA
lecca III Apartments	30%	200,000	58	Mecca	CA
loses Lake Meadows Apt	General Partner	50,000	26	Moses Lake	WA
Iountain View	General Partner	50,000	60	Portervill	CA
Iorthiake Apartments	General Partner	75,000	40	North Sioux City	SD
lorth River Apts	General Partner	50,000	26	East Wenatchee	WA
Dak Trace	General Partner	100,000	60	Tacoma	WA
Nympic Pointe Apts	17%	125,000	51	Port Orchard	WA
Dympic Pointe II Apts	17%	5D,000	25	Port Orchard	WA
Orchard Heights Apts.	General Partner	50,000	26	Tacoma	WA
Prchard West Apts.	General Partner	50,000	26	Tacoma	WA
alouse Trace Apts	33%	300,000	51	Pullman	WA
arkview Apts	General Partner	50,000	26	Sunnyside	WA
arkwood Townhomes	General Partner	100,000	26	Quincy	WA
inecrest Apts	General Partner	100,000	64	Pasco	WA
ineview Apts	General Partner	50,000	110	Bakerfield	CA
ioneer Park Apts	16%	100,000	51	Connel	WA
tuail Ridge Apts	40%	200,000	51	Kennewick	WA
tapid Creek Apts	General Partner	100,000	54	Rapid City	SD
livard Central	General Partner	100,000	62	Yakima	WA
liver Pauahi	General Partner	100,000	49	Honolulu	н
ose Cove	5%	50,000	124	Armington	
agewood	General Partner	250,000	74	Yakima	UT VALA
cenic Pines	General Partner	1,000,000	176	Tacoma	WA
outhcreek Apts	33%	400,000	52		WA
outhcreek II Apts	33%	300,000		Centralia	WA
teinbeck Commons Apts	10%		52	Centralia	WA
tonewood Apartments	General Partner	200,000	100	Salinas	CA
	GARGA FULLO	500,000	60	Yakima	- WA

#### Multiple Family Parntership List

Project Name	JDP Ownership	Net Equity	Units	0.4	
Spruce Street Apartments	General Partner			City	State
Spruce II Apts	General Partner	100,000	62	Yakima	WA
Terre View Apts.		100,000	36	Yakima	WA
The Madison	General Partner	50,000	26	Puliman	WA
The Meadows	100%	1,550,000	73	Seattle	WA
Third Avenue Apts	General Partner	50,000	134	Bakerfield	CA
•	General Partner	50,000	26	Quincy	WA
Fower Apts	33%	20,000	48	Sioux Falls	SD
Village Oaks	5%	25,000	116	Victorville	CA
Vineyard Apts	General Partner	50,000	35	Maltawa	WA
Viola I	General Pariner	25,000	26	Yakima	
/iola	General Partner	25,000	52	Yakima	WA
/izcaya	General Partner	1,000,000	236		WA
Valmanolo Apts	General Partner	1,000,000	80	Santa Maria	CA
Vaipahu Hall Apts	General Partner	100.000		Honolulu	Hi
Vescott Apts	General Partner	.,	72	Honolulu	HI
Vibur Manor Apis	50%	60,000	26	Sunnyside	WA
Vilikina fka Kawahi Maluai		200,000	38	Walla Walla	WA
and a second sec	General Partner	300,000	118	Honolulu	н
τοται s		· · · · ·			

TOTALS

\$ 91,660,000

**1** 

\*\*GENERAL PARTNER MEANS JDP IS A STOCKHOLDER IN THE GENERAL PARTNER

Land Held for Sale or Development

\$

This in the Name of	Description and Location	JDP Ownership	Total Present Value	Total Debt	JDP Equity
Manso Land LLC	Apartments Land, 5 Acres Seffner, FL	100.00%	600,000	300,000	300.000
SP Parish Oaks LLC	Development Land, 1 Acre Manates County, FL	25.00%	240,000		60,000
SP Oaks LLC	Development Lond 14.5 acres	100.00%	2,000,000	1,000,000	1,000,000
SP Port LLC	Development Land, 6 acres Sarasola County, FL	100.00%	1,200,000	700.000	500,000
Brookestone Access LLC	Development Land, 1 Acre Tallahassee County, FL	100,00%	300,000	200.000	100,000
Old Piney Timber Company	600 Acres Tree Farm Dover, AR	33,33%	600,000		200,000
Summer Lane LLC	Development Land 3.5 Acres University Place, WA	20.00%	1,500,000	600,000	180.000
VB Falls Park II LP	Apartment Land 40 unit site Sloux Falls, SD	33.33%	240,000		80,000
VB Fa9s Terrace II LP	Aparlment Land 18 unit site Sioux Fails, SD	33.33%	150,000		50,000
VB Grandridge LP	Apartment Land Grandvlew, WA	33.33%	150_000	_	50,000
VB Northlake LP	20 Duplex Sites Lakeview Dr N Sioux City, SD	53.33%	120,000		40,000
VBC Grand Boutsyard LP	26 unit Apartment Site Vancouver, WA	33.33%	300,000		100.000
VBC Mission Pieza LP	26 unil Apariment Site Wenatchee, WA	33.33%	300,000		100,000
VBC Orchard Heights II LP	3 Acres Tacome, WA	33.33%	225,000		75,000
VBC Wenatchee Housing LP	50 Unit Site Wenatchee, WA	33,33%	360,000	s.	120,000
Totals			8,285,000	2,800,000	2,955,000

#### Schedule of Commercial Buildings Partnerships

Title in the Name of	Description and Location	JDP Ownership	Total Present Value	Total Debt	
Clearwater Office Building	Commercial Building Clearwater, FL	25.00%	1,800,000	1,200,000	JDP Equity
Gray Street Office Building	Commercial Building Tampa, FL	1.00%	2,000,000	1,000,000	150,000
Dover Associates	Commercial Building Dover, AR	33,33%	15,000	1,020,000	10,000
Grand Hotel LLC	Retail Commercial 304- 312 E Yakima, WA	33.33%	450,000		5,000
Kay Ann LLC	Commercial Buildings Tacoma, WA	17.00%	2,400,000	1,170,000	210,000
MacDonald Page Bidg LLC	Office Building 1911 65th Ave West Tacoma, WA	33.33%	1,020,000	420.000	
MacDonald Page II	Office Building 1917 65th Ave Fircrest, WA	33.00%	600.000	198,000	200,000
MacDonald Page III	Office Building 6412 20th St Ct W Fircrest, WA	33.00%	660,000	510.000	133,000
MacDonald Page IV	Office Building 6512 20th St Ct W Fircrest, WA	33.00%	1,250,000	940,000	50,000
Totals			10,195,000	5,438,000	102,000

# Attachment 3



# SOUTHPORT

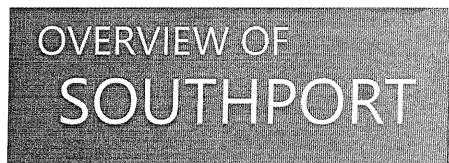
TAMPA | TACOMA | WASHINGTON DC



# southport community development, inc. Everyone needs a home

Built upon the core foundation of honesty, integrity and respect, Southport Financial Services is committed to leading the industry as one of the nation's top multifamily real estate developers.





Founded in 1995, Southport Financial Services, Inc., is a multifamily housing developer based in Tampa with additional offices in Tacoma and Washington, D.C.

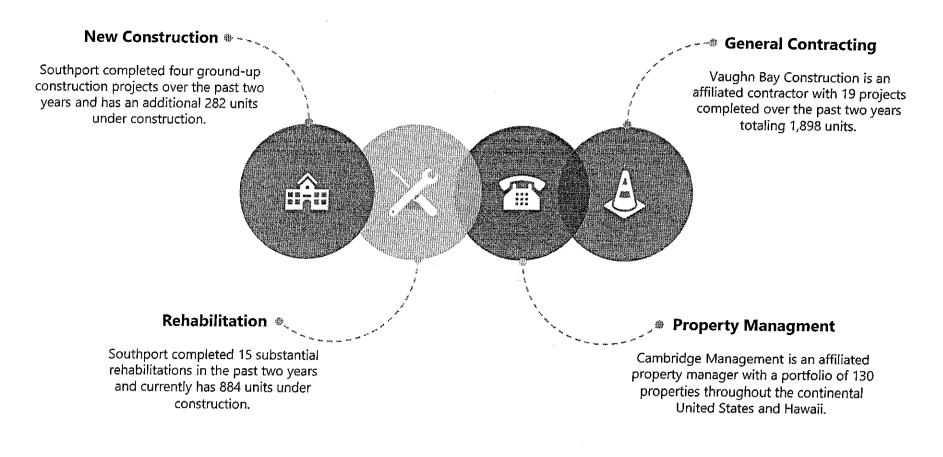
Southport's principals have built or acquired a substantial number of market rental housing projects and developed over 90 Low-Income Housing Tax Credit (LIHTC) properties. In addition to acquiring and managing conventional apartment complexes, Southport has a demonstrated ability to secure LIHTC allocations, as well as volume cap tax-exempt bond allocations in multiple states.

While maintaining a strong focus on developing and rehabilitating government-subsidized housing, Southport is also expanding its portfolio of conventional multifamily housing properties in Florida, Georgia, North Carolina, Texas, and select cities throughout the southeastern United States.

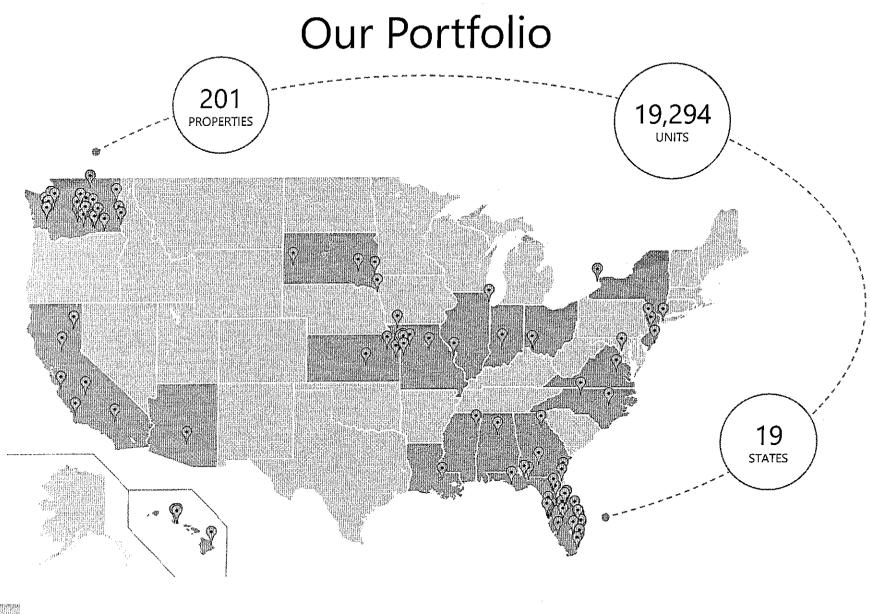


**Our Services** 

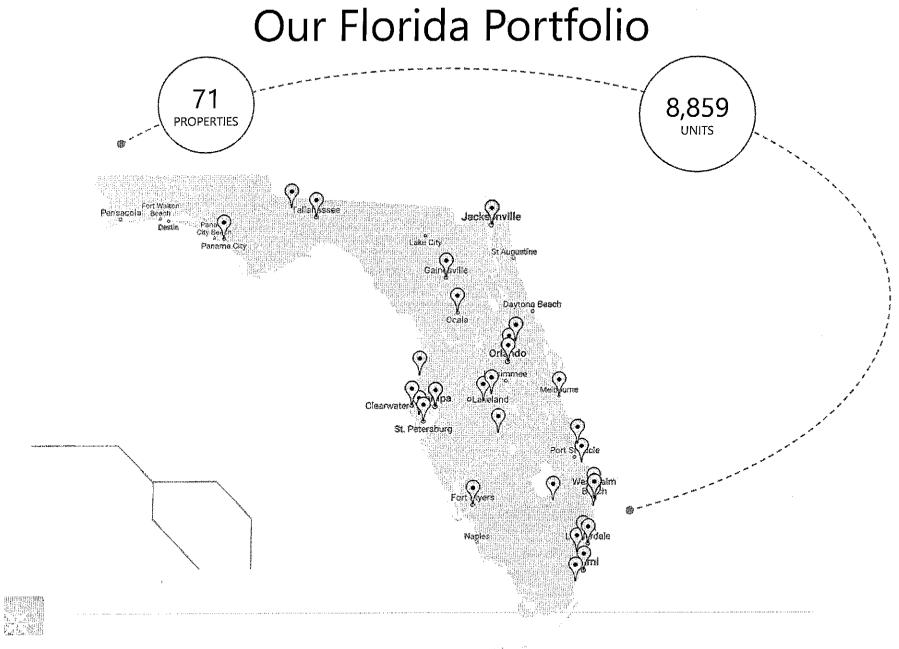
Southport Financial Services specializes in multifamily housing development, acquisition, rehabilitation and management.







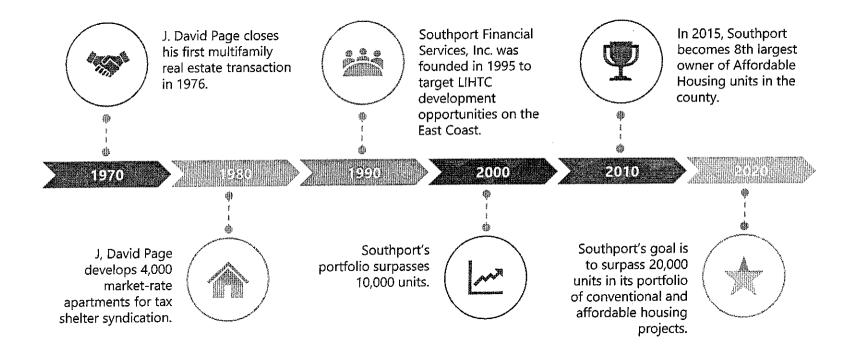




Key West

# **Our History**

Southport is rooted in over 50 years of multifamily real estate investment experience.





# **Our Team Members**

Our staff has a wide range of experience in real estate acquisition, development and management.





## Southport Development, Inc. Agent: Brianne Heffner

5403 West Gmy Street Tampa, #L33609

II (815) 288-6288

Miniscontact@sphome.com

#### Background:

Southport Development, Inc. is a Florida corporation formed in December 2012. Southport Development, Inc., has the same principals as Southport Financial Services, Inc., formed in 1995, and operates in a similar capacity as Southport Financial Services, Inc.

#### Southport Development, Inc. Officers and Responsible Personnel:

- **President:** J. David Page graduated Cum Laude from Harvard University with a degree in economics and did graduate work at the University of Washington. Mr. Page started as a Real Estate Sales Associate and later became a Broker in Tacoma, Washington in 1974. In 1979 Mr. Page started developing single family subdivisions and apartment properties, located primarily in Washington State. Mr. Page built, developed and managed about 5000 conventional apartments. In 1995 Mr. Page founded Southport Financial Services, Inc. Southport expanded Mr. Page's apartment development and acquisition activities focusing primarily on the states of Washington, California, Hawaii, Arizona, New Jersey, New York, Kansas, Missouri, Virginia, Florida, Illinois and the District of Columbia. To date Southport and its affiliates have developed or acquired over 19,000 units of apartments comprising over One billion dollars of development cost. Over 15,000 of these units have involved tax credits and/or tax-exempt bond financing.
- Vice President, Secretary, & Treasurer: Stephen W. Page majored in Business Administration at Washington State University. In 1992 Mr. Page opened his own real estate office, Waterford Properties, Inc. At this he also helped open and was an associate with Vaughn Bay Construction, Inc. Vaughn Bay Construction, Inc. is involved in single family and multi-family construction, primarily in the state of Washington. As an associate with Vaughn Bay Construction Mr. Page is involved in the development and financial planning for both the single family and multi-family projects, including marketing and rental strategies. He is involved in all phases of development - site development, processing (often including rezoning), financing, land development and construction. Since 1995 he has received tax credit allocations for 10 projects in the state of Washington.
- **Vice President:** Peter Leach graduated from the University of Washington Law School and was approved to the Washington State Bar in 1968. As an attorney in Seattle at Schweppe, Doolittle, Krug, Tausend, Beezer & Beirle, he was counsel to the largest HUD Developer and Manager in the Northwest, Conifer Developments. He later joined that firm as its President in 1971. In 1973 he was one of the three founders of Security Pacific, Inc., now known as Security Properties, acting as its General Counsel until 1975 when he took over the development division and was responsible for developing and closing the first three 11(b) financed elderly projects in the United States as well as closing nine 221(d) 4 GNMA Tandem transactions representing over 2,500 units in four states until he retired from Security Pacific in 1978. From 1982 through 1984 he was a Vice President of Eastdil Realty where he originated and closed over \$40 million of Historic Tax Credit Equity, primarily for Cornerstone Development Company, a subsidiary of the Weyerhaeuser Company.
- **Vice President:** Scott Seckinger graduated Magna Cum Laude from the Florida State University with degrees in finance and real estate. He is involved in all aspects of the acquisition process for Southport's east coast properties from site identification, design, permitting, and financing to project stabilization. Before joining Southport, Scott worked for a nationally recognized tax credit syndicator responsible for generating new business in real estate tax credit investments, managing client relationships, and overseeing project closings. Since joining Southport in 2006, Scott has been responsible for the development of 55 affordable housing communities comprising nearly 8,500 units.

- <u>Vice President</u>: Michael Molinari holds a Bachelor of Arts from the University of Colorado-Boulder. He is involved in all aspects of the acquisition process for Southport's east coast division from site identification, design, permitting, and financing, closing coordination, construction oversight and project stabilization. Since joining Southport in 2007, Michael has been responsible for the development of 50 affordable developments consisting of more than 8,000 units in Florida and New York. Prior to joining Southport, Michael was an MBA student and Florida Atlantic University.
- Vice President: Paul Fortino graduated from the University of Notre Dame with a degree in American Studies. He later graduated from the University of Notre Dame with a Master in Business Administration. He has been the Senior Vice President of Development for Southport Financial Services, Inc. in Tacoma, WA since 2003. His primary focus is Southport's west coast division including WA, OR, and HI. He directs Acquisitions, Rehabilitation Development and New Construction in Western United States. He has negotiated the Syndication of more than \$100 Million in Tax Credit Equity. Closed Transactions in excess of \$200 Million with various financings including Federal and State LIHTCs, Tax-Exempt Bonds for Private Placements, Rated or Credit Enhanced Public Offerings. Leveraged 4% and 9% LIHTCs to Rehabilitate HUD Financed/Subsidized housing, including initial feasibility and coordinating complicated closing procedures required with Chapter 15 rent increases for Section 8 Rental Contracts, LIHPRA, ELIHPRA, Sections 236, 221(d)3 BMIR and Rent Supplement, 223(f) and 221(d)4. Negotiated and Financed Buyouts and Resyndications on LIHTC Properties before Year 15. Experienced Financing Housing with Traditional Equity, Public and Private, including REITs. Testified and Presented to Federal, State and Local Government Officials in open and closed sessions regarding housing needs, policy, risks, community support, zoning issues, and HUD participation. Expertly manage entire development from Land Identification through Stabilization and Asset Management. Interviewed and selected general contractors, architects, engineers, and surveyors and awarded numerous contracts in excess of \$100 Million. He is partner in 14 properties providing 1,200+ units of Low Income Housing.
- Vice President of Development: Brianne Heffner graduated from the College of Charleston with a degree in Business Administration. She is involved in all aspects of the development process for Southport's east coast division and oversees all of Southport's applications, due diligence, and closings. In addition, her responsibilities include ensuring the rapid and efficient closing of acquisitions through close collaboration with lenders, investors, syndicators, state and local finance authorities, management companies, and sellers. This largely consists of coordinating due diligence items between all parties, as well as assisting with development issues during construction or rehabilitation periods. Includes scheduling, construction draws, and compliance. Since joining Southport in 2012, Brianne has been involved in the closings of 45 developments, totaling more than 7,500 units in Florida, Georgia, Mississippi, North Carolina, New York, Tennessee, and Virginia. Prior to joining Southport, she was a residential real estate broker for RE/MAX Coastal Realty in Northeast North Carolina.

FLORIDA PROPERTIES								
J. David Page								
	Southport	Financial Services,	Inc./Sou	thport De			7/31/2019	
	Project	City	State	Units	Demographic	Program Type	Close Date	
	400 Apartments BCC	Gainesville	FL	101	Elderly	9% TC - Section 8	02/19/15	
∠ 3	Brookestone   Senior	Cutler Cove (Dade)	FL	104	Familiy	4% TC-Section 8	12/15/10	
	Brookside Village	Tallahassee	FL	108	Elderly	4% TC - SAIL	10/14/16	
	Broward Gardens	Ft. Myers Ft. Lauderdale	FL	50	Family	4% - SAIL- Section 8	09/25/15	
6	Calusa Estates	Belle Glade	FL	96	Family	9% TC-Section 8	08/10/12	
7	Caravel Arms Apartments	Lauderdale Lake	FL FL	114	Family	9% TC	02/16/17	
8	Cedar Park	Lake City	FL	110	Family	4% - SAIL- Section 8	09/22/14	
9	Central Court	Tampa	FL	72 68	Family	4% - SAIL- Section 8	12/19/17	
12	Chelsea Commons	Greenacres	FL	210	Family	9% TC -Section 8	04/30/13	
11	Chipola Apartments	Marianna	FL	48	Family Elderly	LIHTC 9% RC- Section 8	04/27/18	
13	Choctaw Village	Ft. Walton Beach	FL	48	Family	Section 8	02/14/18	
14	City Place Sr Living	St Petersburg	FL	82	Elderly	9% TC	03/28/19	
14	Clearwater Apartments	Clearwater	FL	90	Family	4% TC- Section 8	07/31/09	
16	Colony Park	West Palm Beach	FL	130	Family	LIHTC	08/21/14	
15	Columbus Court	Tampa	FL	160	Family	4% - SAIL- Section 8	01/16/18	
17	Crosssroads	Orlando	FL	94	Family	4% TC- HOME	06/29/16	
18	Daytona Gardens	Daytona Beach	FL.	230	Family	4% - MMRB -Section 8	09/15/10	
19	Delphin Downs	Penacola	FL	72	Family	4% TC - SAIL	08/30/19 11/16/18	
20	Emerald Place	Titusville	FL	132	Family	LIHTC - Section 8	04/19/18	
21	Evergreen	Tampa	FL	40	Family	9% TC	04/19/18	
22	Foxwood Apartments	Panama City	FL	100	Family	9% TC -Section 8	10/26/12	
23	Gadsden Arms Apts	Gadsden	FL	100	Family	9% TC - Section 8	02/01/08	
24	Garden Trail	Clearwater	FL	76	Family	4% TC - SAIL	12/18/15	
25	Georgia Arms Apts	Sanford	FL,	90	Family	4% TC - Section 8	04/30/15	
26	Grande Court at North Port	North Port	FL	138	Family	LIHTC	08/15/18	
27	Hampton Ridge	Jacksonville	FL	110	Family	4% TC	06/01/06	
28	Hampton Villa	Jacksonville	FL	60	Family	4% TC -Section 8	10/03/16	
29	Harbour Court	Haines City	FL	64	Family	4% TC -Section 8	07/21/15	
30	Harold House	Jacksonville	FL	80	Family	9% - Section 8	07/23/19	
31	Hickory Knoll	Ocala	FL	96	Family	4% TC -Section 8	10/28/16	
32	Highland Palms	Avon Park	FL	52	Family/Farmworke		06/11/09	
33	Hilltop Village	Jacksonville	FL	200	Family	4% TC-Section 8	01/24/12	
34 35	Hillwood Pointe	Jacksonville	FL	100	Family	LIHTC	11/02/15	
ათ 36	Hudson Estates	Hudson	FL	52	Family	Section 8	04/30/15	
37	Jackson Heights Apts Jacksonville Townhouses	Tampa	FL	111	Family	9% TC - Section 8	01/16/15	
38	Laburnum Gardens	Jacksonville	FL	250	Elderly	9% TC - Section 8	03/29/18	
39	Lake Mangonia	Valrico West Dalm Decel	FL	81	Family	9% TC - Section 8	02/14/18	
40	Lincoln Field Apartments	West Palm Beach	FL	150	Family	S 8- 4% TC - HUD 221(d)4	02/27/18	
41	Lummus Park Manor	Miami Miami	FL FL	213	Family	4% TC -Section 8	10/21/11	
42	Majestic Oaks	Gainesville	FL	51 172	Elderly	9% TC - Section 8	03/20/18	
43	Mallards Landing	West Palm Beach	FL	163	Family	9% TC - Section 8	05/26/16	
44	Marina Bay	Lake Worth	FL	192	Family	LIHTC	11/30/15	
45	Mobley Park Apartments	Tampa	FL	234	Family Family	LIHTC	12/27/17	
46	Oakwood Villa Apartments	Jacksonville	FL	234 200	Family Family	LIHTC 4% TC Section 8	04/01/15	
47	Orangewood Village Apartments	Ft. Pierce	FL	200 60	Family	4% TC -Section 8 4% - SAIL- Section 8	06/30/17	
48	Palm Gardens	Lake Worth	FL	80	Family	4% TC - RRLP	11/17/15	
49	Palms West	West Palm	FL	290	Family	4% TC - RRLP 4% TC	10/10/07	
50	Parkside Commons	Pinellas Park	FL	60	Family	9% TC	09/13/13	
51	Pembroke Tower	Pembroke Pines	FL	100	Elderly	Section 8	01/16/15 06/17/16	
52	Pine Creek	Ft Pierce	FL	108	Family	9%-TC - Section 8	10/16/12	
53	Pinewood Pointe Apts	Jacksonville	FL	136	Family	4% TC	06/01/07	
54	Raven Crossing	Altamonte	FL	248	Family	LIHTC	03/22/13	
55	Ridgewood Apartments	Winter Haven	FL	36	Family	9%-TC - Section 8	03/30/18	
56	Sabal Palms	Melbourne	FL	72	Family	LIHTC	11/02/15	
57	San Marco Villas I & II	Lake Park	FL	400	Family	LITHC	12/17/14	
58	Seminole Gardens	Sanford	FL	108	Family	4% - SAIL- Section 8	10/03/16	
59	Serrano Apts	West Palm Beach	FL	193	Family	Market/Conventional	06/01/16	

60	Silver Oaks Apartments	Tampa	FL	200	Family	9% TC -Section 8	00/07// 0
61	Spring Manor	Ocala	FL	160	Family	4% TC - SAIL	02/07/10
62	St James Place DBA La Vista Oaks	Tampa	FL	126	Family	4% TC - SAIL	05/20/15
63	Stevens Duval	Jacksonville	FL	52	Elderly	4% - SAIL- Section 8	12/15/10
64	Sunrise Place Apartments	Tallahassee	FL	99	Family	4% TC - Section 8	09/15/15
65	Tampa Heights	Tampa	FL	33	Family	Section 8	04/22/13
66	The Crossings at Indian Run	Stuart	FL	344	Family	4% TC	12/21/15
67	Timberwood Trace	Jacksonville	FL	224	Family	4% TC	11/21/14
68	Timuquana Apts	Jacksonville	FL	100	Family	4% TC	02/01/17
69	University Plaza	Jacksonville	FL	120	Family	9% TC	10/12/04
70	Venice Cove Apartments	Ft. Lauderdale	FL	150	Family	LITHC	11/07/12
71	Watauga Woods	Orlando	FL	216	Family	LIHTC	01/29/15
72	Wedgewood Apts	West Palm Beach	FL	80	Elderly	9% TC - Section 8	03/22/13
73	Woodlawn Trail	Clearwater	FL	80	Elderly	4% TC SAIL	06/09/16 05/24/18
	Total Florida Projects & Dwelling Units:			0.400			03/24/18
L		a barening offits.	73	9,169			

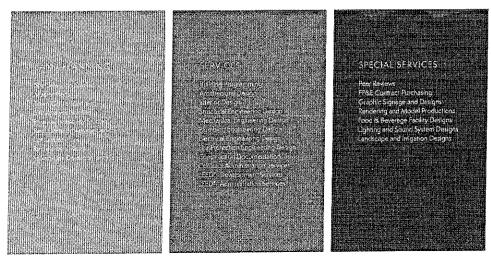
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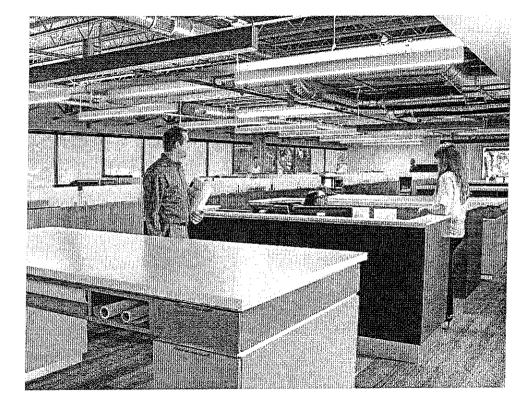
# Welcome to FORUM

Since 1986. Forum has become well known and respected for a simple business philosophy: We take care of our clients and get the job done right. While that may seem like a simplistic idea, it requires an extraordinary level of organization, expertise, and communication to accomplish. As an employee-owned company our staff is diligently committed and driven to achieve this goal. When you work with any member of our Forum family, you will immediately become aware of the care, concern, and devotion each individual has for your project. We strive through our creative excellence to find what is best for our clients, their projects, the environment, and our employees. Taking care of people is the foundation of Forum's success.

## Professional Services



ForumArchitecture.com



### Firm Overview

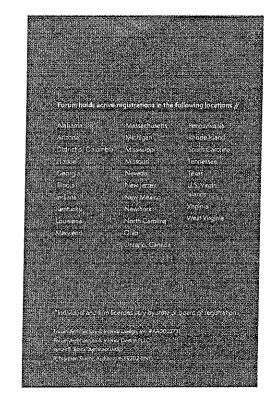
#### FORUM ARCHITECTURE & INTERIOR DESIGN, INC.,

based in Altamonie Springs, Flonda (Orlando), is an employee owned full service architectural frm specializing in planning architecture, and interior design. Forum was created in 1936 by its founding principals R. Normen Shoehr and James B. Black

As a recognized national laader and award-wanning design firm, Forum focuses on six primary inarkets multifamily, clubhouses, resort, hospitality, reudential and commercial. The firm Isola octive registratons<sup>6</sup> in the United Studes, its territories and Ontario, Canada, offering Professional Design Services on a national basis. Forum's commitment to outstanding value by providing modeptional design quality and superior client service is the contraction of the firm's long-ferm access.

CORPORATE ADDRESS//

237 S. Westmonte Ave, Suite 220 Altamonte Springs, FL 32714 P / 407.930.1400 F / 407.830.4143 www.ForumArchitecture.com



PROFESSIONAL AFFILIATIONS //

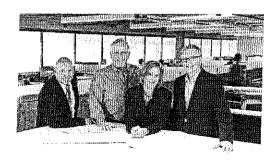
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## **Our Principals**





R. Norman Stoehr, AIA / OAA Founding Principal

#### Clemson University Masters Degree in Architecture

Norman has over 40 years of professional experience in architectural design, interior design and corporate business management, and is a Registered Architect in 14 states. the U.S. Virgin Islands and the province of Ontario. Canada. He is also a Licensed Interior Designer and a Licenser's Roal Estate Stoker in the state of Florida, Norman is involved in the corporate management and operations of Forum and is responsible for the overall design initiatives on a wide variety of projects. Through his extensive experience, Norman has refined his focus and specialized in the programming and design of resort/ hotel, commarcial, residential and interior design projects.



James B. Black, LEED® AP Founding Principal

#### University of Florida Masters Degree in Architecture

Jim has over 37 years of professional experience. He is a Registered Architect in 16 states and a Certified Building Contractor in both Florida and North Carolina, as well as a LEED Accredited Professional. Jim's primary responsibilities include strategic planning, business development, corporate management, doly operations and sustainability initiatives. Jim's portfolio of clients and projects encompasses all multifiamily market segments with ongoing client relationships of over 30 years



#### Koren McIntyre, Ala Principal

#### Pratt Institute Bachelors Dearse in Architecture

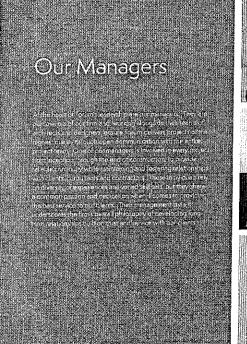
Karen has over 34 years of professional expenence, and joined Forum in 2001. Karen's responsibilities includer managing multifismily, single family, commercial and renovation projects. She enjoys and is intensely involved in the programming and design phase of many projects, working closely with the client and har team at forum to develop a complete, well organized set of construction documents. Her goal is to make the client happy by providing exceptional service. Name is a Registered Architect in the states of Holde and Connecticut.



Andrew Roark, Ala Principal

#### University of South Florida Masters Degree in Architecture

Andrew joined Forum 19 years ago and currently manages commercial, multifamily and renovation projects with an emphasis on complex mid-rise, high-rise and LEED projects. Among his strengths are a strong commitment to communication within the team, a broad working flowledge of building codes and various construction methods, and efficient project scil adulting. Andrew believes that the architectural process is one of creative moblem-solving throughout all phases of every project, and is steadfastly devoted to providing a quality product. Andrew is a Registered Architect in the state of Floxida.





#### KATHRYN TRENTLEY, Interior Design Client Manager

Katie joins Forum with 15 years of experience creating exceptional and award winning designs. As the Interior Design Department Manager she is responsible for reviewing design concepts, establishing client relationships, managing project development, and administrating the interior dasign team. Katle has extensive experience in model merchandism, high-end residential, interior detailing and commercial projects. Katle is also a member of the National Trust for Historica Preservation and has a passion for the conservation of historical homes. Katle is a lessed Interior Designer in Ite Sole of Florida.

#### STEVE SILVEIRA, Client Manager

Steve Silveira has over 3D years of experience in the design and construction of various commercial, multifamily, hatel, healthcare, senior tiving and single family residential projects in Florida, the southeast and the northeast U.S. His knowledge of steel, concrete and wood frame construction assists in cost effective designs and in offering a worldry of construction oslutions. As a regulatered artificities and formerly licensed building contractor, Steve offers his leadership skills and team player attitude to the benefit of all his projects. Steve is a licensed Architect in fine states of Florida and Massachusetts.

#### JEFFREY CHUE, Client Manager

Jeffrey Chue Joined Forum in 1999, and has since worked primarily on multifamily projects specializing in wood construction. He believes in and passionately promotes the idea that architecture incorporates the whole process of creating great design. Inely detailing and realizing it in a well-constructed building. Jeffrey attives daily to accomplish this goal by establishing ongoing relationships with not only the client but also with consultants and contractors. His adamant attitude and expert knowledge of wood frame multifamily construction helps us to repeatedly achieve reliable quality products. Jeffrey holds a Maater of Architecture degree from the University of South Florida.

#### RENATA LINDSEY, Client Manager

Renate has worked at Forum since 2001 and has led production on multiple types of projects including multifiamly, resort, commercial, hospitality, student housing and senior living. Her strengths lie in working on complex projects that utilize various construction methods. Her keen eye for composition, color and materiality has complimented her design skills in diverse styles of architecture. Renate is a natural leader and has a strong passion for mentaring others. Site is a licensed Architect in the state of Florida.

#### GLEN BAURHYTE, Client Monager

Glen joined Forum in 2005 and has contributed on a wide range of projects including leading the production of multifemily mariler rane, alfordsble, asstated living and senior living projects in both wood and measony construction. His design and construction documenting efforts employ simple and effective construction details that contractors appreciate and on which owners rely. Glen is a licenzed Archivect in the state of Flords.

## Project Listing



The following client listing is a partion of Forum's multifamily experience: MARKET RATE Britislang High Decusive Minister Use and Hulb 2018/High page in

Altman Development

Archstone Communities Altman Properties Bainbridge Companies

> Cagan Management Group CKT Development

Colifer Companies Colonial Properties Contravest Cornerstone Group Courtells Company

Creative Choice Homes Daniel Corporation

Epoch Properties

Finlay Development

Fore Property Co Gannon Management Co. Landmark Companies MMI Development Morgran Management PAC Land Development Parkland Development Picerne Development RAM Residential Royal American Development RS Development Corp. The Housing Group The Humphrey Companies The Richman Group Trammell Crow Residential United Dominion Realty Waypoint Residential

Flournoy Development

Wood Parmers STUDENT 908 Group Cameo Development Collegiate Development Demetree Suliders Parkland Development PAC Land Development The Bradley Company SENIOR Brokeling Frage VLamsona Beneficial Communities Cenvill Development Corp Eastwind Development Finlay Development Mid-City Urban Piceme Development Pinnacle Housing Group

Providence Partners The Carlisle Group

The Gatehouse Group

The Wilson Company

AFFORDABLE Ins Federal Robert V. Hoger VI. 1:SDA Hot Hold 1:2018(geojact

**Beneficial Communities** 

Blue Sky Communities Creative Choice Homes Eastwind Development Finlay Development

Fore Property Co. Green Mills Group

Landmark Companies

Picerne Development

Pinnacle Housing Group

Royal American

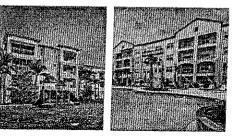
The Carlisle Group

The Gatehouse Group

The Richman Group

The Wilson Company

Trammell Crow Residential



## Vaughn Bay Construction Inc.

#### <u>History</u>

In 1991 W.D. (Dub) and Patricia Page brought together their twenty five plus years of experience in Real Estate and the wood products industry to form Vaughn Bay Construction. As a single family home builder Vaughn Bay built and sold an average of three houses a year for the next three years. Then in 1994 the focus shifted to multifamily development and Pat and Dub's sons became increasingly involved in the company.

In 1994 under the direction of General Manager Paul Page, Vaughn Bay provided construction management services for **130 units of Low Income** *Housing Tax Credit Housing (LIHTC).* These units represent three communities located in the Washington towns of Port Angeles, Goldendale and Port Orchard.

Over the next 5 years Vaughn Bay completed **17** *new construction projects and* **7** *renovations, representing over* **1**,000 *units* in projects located in Washington, Arizona, California and Hawaii.

In 1999 Pat and Dub transferred their interest to their sons, Paul and Steve Page. Since that time Vaughn Bay has completed over **1300 units of** *renovation and 950 units of new construction* primarily in their home state of Washington but also finding opportunities in California, South Dakota, Oregon and Florida.

Today Vaughn Bay continues to develop housing and commercial projects in a variety of construction mediums from small rural garden style projects to complex midrise urban projects. As the complexity of affordable housing development increases Vaughn Bay continues to build quality resources in financing, insurance and Green Construction. These resources include Deckman and Associates, M.J. Neal Associates, AJ Gallagher and Favors Rettig Accounting. The Vaughn Bay team is looking toward a strong future with projects in the pipeline in Washington, Florida and Hawaii.

### Key Personnel for VAUGHN BAY include:

#### <u>Corporate</u>

#### President: Steve Page

Steve became involved in real estate when he was a college student. He majored in Business Administration at Washington State University and worked summers for a residential real estate firm, Rainier Brokers, Inc. After leaving college he went to work full time for the Commercial Department of Rainier Brokers, Inc. In 1991 Steve joined with his parents in Vaughn Bay. As an associate with Vaughn Bay Construction, he is involved in all phases of development. Steve is currently the President of Vaughn Bay Construction and is responsible for the oversight of its daily operations as well as development and financial planning.

#### Vice President and General Manager: Paul Page

Paul started his career working for 15 years in retail and wholesale building materials. For the next 10 years Paul was the General Manager for a large multi-family construction company. In 1991, Paul joined his parents at Vaughn Bay. Since then Paul has held general contractor's licenses in Washington, Oregon, Arizona, South Dakota, Nevada, California and Florida. This broad experience provides him with knowledge of materials, their proper application and construction methods in any climate. His experience includes single family homes, garden style apartments, mid rise buildings and high rise residential buildings.

#### Home Office

#### Construction Manager/Project Manager: Floyd Baker

Floyd started working in the construction industry with his father while still in High School. His 35 years of experience include single family, multifamily, commercial renovations, tenant improvements, light commercial, and mid-rise construction. His role includes taking a project from the conceptual stage through the design process into plans and budgets. He then oversees the approvals and permitting process right through the construction to the final certificates of occupancy. Floyd has also taken the lead for Vaughn Bay in the Build Green design process. He is working closely with the architects to develop specifications to ensure compliance with the requirements of the various programs under which Vaughn Bay is developing units.

#### Florida Division

#### Project Manager: Scott Stockstad

After receiving his BA from Western Washington University in 2003, Scott spent 2 years working at Cambridge Management. During this time he supervised onsite mangers at LIHTC and HUD projects in Washington and Oregon. This experience gives Scott unique insight into the needs of affordable housing projects after the construction is complete. In 2005, Scott became a Project Manger/Safety Officer for Vaughn Bay and began taking courses in Construction Management at the University of Washington. He received his Certification in Project Management from UW 2007. In 2007 Scott relocated to the Florida office and took over the renovation projects in that region. Since that time Vaughn Bay has completed 5+ renovation projects under Scott's supervision.

				As of:	6/30/2019
	Vaughn Ba Exp	ay Constru perience C	ction, Inc. hart		
	F	uture Project	s		
Project Name	Location	Year	Units	Туре	Total Project Cost
Stonewood	Yakima, WA	2018/2019	60	New Construction	\$6,000,000
Riverview	Pullman, WA	2018/2019	56	New Construction	\$6,756,000
Grand Blvd.	Vancouver, WA	2019	26	New Construction	\$3,200,000
Queen Emma Tower	Honolulu, HI	2018/2019	71	Rehabilitation	
Palouse Trace	Pullman, WA	2018	51	Rehabilitation	\$6,800,000
Cloverbrook Apartments	Lakewood, WA	2018	260	New Construction	TBD
Parrish Oaks	Parrish, FL	2019-2020	120	New Construction	\$13,800,000.00
Palmetto Pointe	Pinellas Park, FL	2019-2020	82	New Construction	\$9,512,000.00
Pembroke Tower	Pembroke Pines, FL	2019	100	Rehabilitation	\$3,750,000.00
Daytona Gardens	Daytona Beach, FL	2019-2020	230	Rehabilitation	\$7,475,000.00
		Total	1056		

and the second state of th

	Currently	y Under Cons	truction		
Project Name	Location	Year	Description	Туре	Total Project Cos
Choctaw Village	Ft. Walton Beach, FL	2019	48	Rehabilitation	\$1,920,000.00
Delphin Downs	Pensacola, FL	2018-2019	72	New Construction	\$9,560.000
Lake Mangonia Apts	West Palm Beach, FL	2018	150	Rehabilitation	\$10,200,000
Laburnum Gardens	Valrico, FL	2018-2019	81	New Construction	\$8,262,000
Jacksonville TH	Jacksonville, FL	2018	250	Rehabilitation	\$8,125,000
Woodlawn Trail	Clearwater, FL	2018	80	New Construction	\$10,325,600
		Total	681		

|--|

				•	
and the second second					
	Recenti	y Finished I	Projects		
Project Name	Location	Year	Units	Туре	Total Project Cost
Oakwood VIIIas	Jacksonville, FL	2018	200	Rehabilitation	\$8,502,480
Brookestone	Tallahassee, FL	2016-2018	108	New Construction	\$10,320,318
Burien Haus	Burien, WA	2018	34	Rehabilitation	\$2,800,000
Lummus Park Manor	Miami, FL	2018	51	Rehabilitation	\$3,520,000
Ridgewood Apts	Winter Haven, FL	2018	33	Rehabilitation	\$1,402,500
Chipola Apartments	Marianna, FL	2018	48	Rehabilitation	\$2,640,000
Calusa Estates	Belle Glade, FL	2017	114	New Construction	\$12,540,000
Cedar Park	Lake City, FL	2018	72	Rehabilitation	\$3,240,000
Brookfield Mews	Tifton, GA	2017	120	Rehabilitation	\$4,296,196
Hickory Knoll	Ocala, FL	2017	96	Rehabilitation	\$3,504,768
Seminole Gardens	Sanford, FL	2017	108	Rehabilitation	\$4,709,973
River Pauahi	Honolulu, Hi	2017	48	Rehabilitation	\$6,525,000
Timberwood Trace	Jacksonville, FL	2017	224	Rehabilitation	\$6,260,901
Columbus Court	Tampa, FL	2017	160	Rehabilitation	\$6,981,560
Hampton Villas	Jacksonville, FL	2017	60	Rehabilitation	\$2,648,104
Majestic Oaks	Gainesville, FL	2016	172	Rehabilitation	\$6,589,135
Wedgewood	West Palm Beach, FL	2017	81	Rehabilitation	\$3,268,863
Waipahu Hall	Waipahu, HI	2017	72	Rehabilitation	\$18,600,000
Oak Trace Apartments	Tacoma, WA	2016-2017	60	New Construction	
Pinewood-Athens	Athens, GA	2016	90	Rehabilitation	\$2,982,228
Cumberland	St. Mary's, GA	2016	154	Rehabililation	\$5,027,193
Garden Trall	Clearwater, FL	2015-2016	76	New Construction	
Kaneohe Elderly	Kaneohe, HI	2016	44	Rehabilitation	\$2,371,483
Harbour Court	Haines City, FL	2016	64	Rehabilitation	\$2,601,234
Spring Manor	Ocala, FL	2016	160	Rehabilitation	\$6,006,660
Orangewood Village	Fort Pierce, FL	2016	60	Rehabilitation	\$2,206,511
		Total	2509	- tondonitation	μψ4,200,311

# Attachment 4

## Malabar Grove Development Narrative

Malabar Grove is a proposed two-phase 169-unit new construction affordable housing community located on the South Side of Malabar Rd, approximately 4100 feet West of the intersection of Malabar Rd and Minton Rd. The site is approximately 11.28 acres total, zoned RM-15, with water, sewer and electric services are available at the site, as is access off Malabar Rd. The first phase of development is 108 units and will require a Local Government Contribution of \$354,000 to qualify for the Local Government Area of Opportunity Funding Goal for RFA 2019-113.

The proposed development team includes Southport Development, Inc., (Developer), Vaughn Bay Construction, Inc., (Contractor) and Forum Architecture, (Architect). The applicant, SP Grove LLC, shares the same key principal as Southport Development, Inc., J. David Page. The development team has successfully worked together on the development of over 15 affordable housing communities over the past 5 years, and the development team is confident that the same success will be achieved at Malabar Grove.

The Developer, Contractor, and Architect will work together to deliver the proposed development in a timely, professional and quality manner. The Developer's responsibilities shall include but not be limited to securing necessary awards to build Malabar Grove, secure debt and equity financing, coordinate all due diligence items necessary to consummate the transaction, work with Contractor and Architect to create all necessary design, scope, and budget documents and be responsible for development oversight during construction and thereafter. The Contractor, an affiliate of Southport Development, Inc., shall work with Developer and Architect during the pre-development phase, be responsible for the construction of the community, and provide necessary completion assurances. The Architect's responsibilities shall include the design of the community in accordance with all federal, state, and local codes. Additionally, architect shall ensure adherence with any state agency prescribed design features. Finally, the Architect shall be responsible for ensuring conformance to plans and specs through construction along with the quality of workmanship.

The proposed development will include 169 two, and three-bedroom units in five residential buildings that will serve the family demographic. The buildings will house the residential units, while a separate clubhouse building will house a community room, office, and other amenities. The residential buildings are proposed to be three stories, with ample parking onsite. The community will comply with all applicable ADA, UFAS, Section 504 and Fair Housing requirements. Ninety percent (90%) of the units will be set-aside for residents with family incomes at or below 60% of area median income and 10% of the units will be set aside for residents with family incomes at 35% of area median income.

Additionally, Malabar Grove will incorporate the following green features: low or no-VOC paint for all interior walls, low flow fixtures in bathrooms including but, not limited to, low flow toilets, sinks and shower heads, energy star qualified refrigerators and dishwashers, and energy efficient air conditioners and water heaters. A programmable thermostat, and energy star rated windows will be installed in every unit.

Malabar Grove will feature numerous security features to ensure the safety of residents and the community. The perimeter of the development will be fenced, with card access gates at the entrances. The development will also feature flood lighting and security cameras for deterrence.

The Florida Housing Finance Corporation requires that all new rental units funded with LIHTC's provide resident programs for the life of the compliance period, which is 50 years in this case, at no cost to the residents. The resident programs that we intend to elect to comply with this requirement include; Adult Literacy, Employment Assistance Program, a Homeownership Assistance Program, and a Financial Management Program.

Adult Literacy will, at no cost to the resident, provide literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. At a minimum, these will include English proficiency and basic reading education.

The Employment Assistance Program will provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job. This includes evaluation of current job skills; assistance in setting job goals; assistance in development of and regular review/update of individualized plan for each participating resident; resume assistance; interview preparation; and placement and follow-up services.

The Homeownership Opportunity Program will provide a financial incentive which includes the following provisions: The incentive must be applicable to the home selected by the resident and may not be restricted to or enhanced by the purchase of homes in which the Applicant, Developer, or other related party has an interest; the incentive must be not less than 5 percent of the rent for the resident's unit during the resident's entire occupancy (Note: Resident will receive the incentive for all months for which the resident is in compliance with the terms and conditions of the lease. Damages to the unit in excess of the security deposit will be deducted from the incentive; the benefit must be in the form of a gift or grant and may not be a loan of any nature; the benefits of the incentive must accrue from the beginning of occupancy; the vesting period can be no longer than 2 years of continuous residency; and no fee, deposit or any other such charge can be levied against the resident as a condition of participation in this program.

The Financial Management Program shall provide a series of classes to provide residents training in various aspects of personal financial management. Classes must be held at least quarterly, consisting of at least two hours of training per quarter, and must be conducted by parties that are qualified to provide training regarding the respective topic area. The topic areas must include, but not be limited to: Financial budgeting and bill-paying including training in the use of technologies and web-based applications; tax preparation including do's and don'ts, common tips, and how and where to file, including electronically; fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams; retirement planning & savings options including preparing a will and estate planning; and homebuyer education including how to prepare to buy a home, and how to access to first-time homebuyer programs in the county in which the development is located.

The proposed development will include financing from various sources. The estimated Phase 1 development cost will be \$23,060,000. The capital stack would include \$15.3 million in LIHTC Equity, a local government contribution of \$354,000 and the balance of the total development cost covered by a private first mortgage and deferring \$1 million in developer fee.

The development is eligible for over \$2.4 million in Annual Tax Credits. However, the maximum annual request for LIHTC through FHFC RFA 2019-113 is \$1.7 million. The excess basis between the eligible amount and the maximum request amount is a result of developing more units than the maximum request will allow and the resulting difference will be covered by deferring developer fee. This deferred fee acts as the developer's "skin in the game" and will encourage timely and cost-efficient development.

SP Grove LLC and Southport Development are excited to present this project to the City of Palm Bay for consideration, and look forward to working with the City to address the urgent unmet need for affordable housing in the City of Palm Bay, Brevard County, and the State of Florida writ large.

# Attachment 5

#### FLORIDA HOUSING FINANCE CORPORATION LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Malabar Grove

South Side of Malabar Rd, approximately 4100 feet West of the intersection of Malabar Rd and Development Location: Minton Rd. Palm Bay, FL

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be

Number of Units in the Development; 150 This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use are consistent with current land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally nonconforming use. To the best of my knowledge, there are no hearings or approvals required to obtain the appropriate zoning classification. Assuming compliance with the applicable land use regulations, there are no known conditions that would preclude construction or rehabilitation of the referenced Development on the proposed site.

#### CERTIFICATION

I certify that the City/County of Breskerd (unity City of Pelm Bay has vested in me the authority to verify (Name of City/County)

consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is frue and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

7-29-19 Date Signed

Christopher	Balter
Print or Type Name	
Planner I	Г <u>Г</u>

Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator, Signatures from local elected officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.



3/26/2019

Matt Lipoff 5403 W Gray ST Tampa, FL 33602

RE: Zoning Verification Letter Parcel ID- 29-36-01-00-253

Dear Matt Lipoff:

In response to your request for a zoning verification of the above-referenced property, please be advised of the following:

- The subject property is zoned RM-15, Single, Two, and Multiple Family zoning district; surrounding zoning includes RS-2, Single Family Residential zoning to the North and South and, RM-15, Single, Two, and Multiple Family zoning district to the East, and West. ) have enclosed a copy of the RM-15 zoning district and a Zoning Map for your use.
- The property is in conformance with the current zoning code as it is vacant land. No variances, conditional use permits, or special exceptions are known by this office to exist with regard to this property at this time. To research any outstanding code violations, please contact the Code Compliance office at (321) 952-3430.
- The future land use classification of the subject property is Multiple Family Residential.

If you have any questions or need clarification on the information provided, you may contact me at 321-733-3042, Ext 3220; or at Christopher.Balter@palmbayflorida.org.

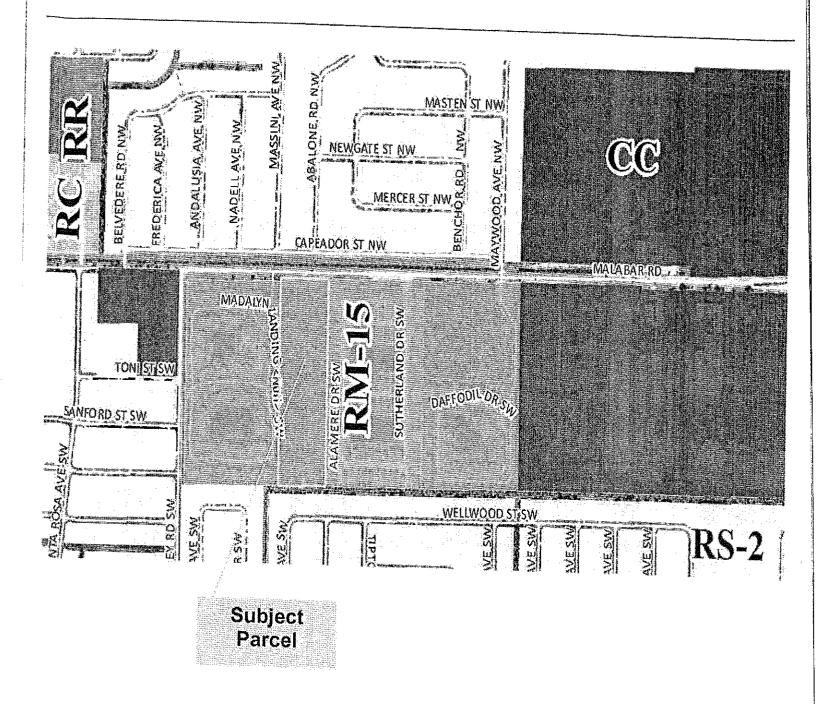
Sincerely,

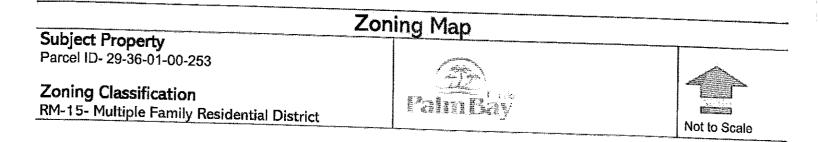
Christopher Balter Planner II City of Palm Bay

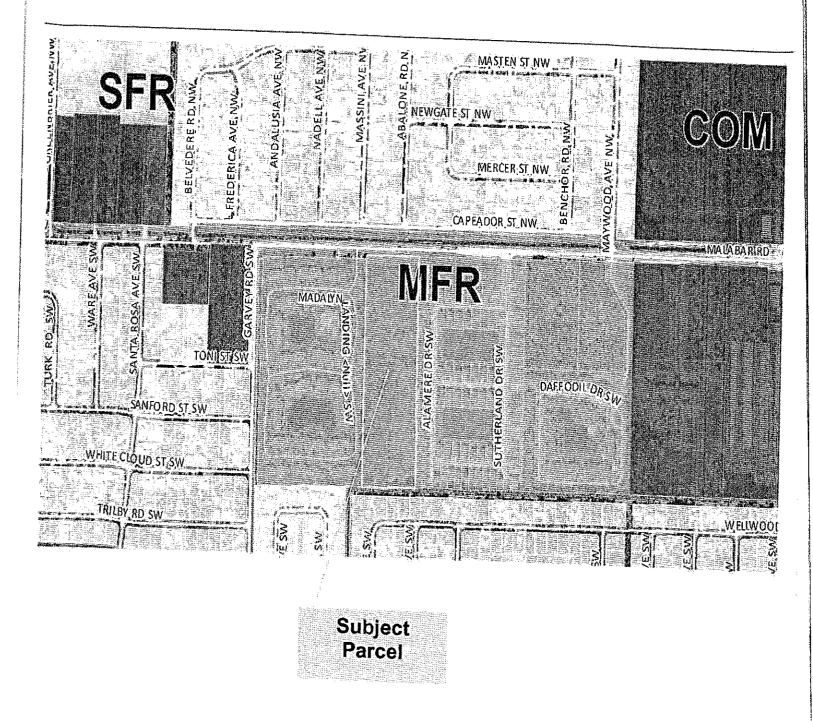
Attachments: Zoning Map Future Land Use Map Zoning District Regulations

Down to Earth Add to be the test

Growth Management 120 Malabar Road, Palm Bay, FL 32907 321.733.3041







Future Land Use Map						
Subject Property						
Parcel ID- 29-36-01-00-253						
Future Land Use Classification	and the second					
MFR- Multiple Family Residential						
		Not to Scale				

## § 185.037 RM-15 - SINGLE-, TWO-, MULTIPLE-FAMILY RESIDENTIAL DISTRICT.

(A) Intent. The provisions of this district are intended to apply to an area of medium density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote medium density development while maintaining an adequate amount of open space for such development.

(B) Principal uses and structures:

(1) Single-family dwellings.

(2) Two-family dwellings.

(3) Multiple-family dwellings provided that in no case shall there be more than fifteen (15) dwelling units per gross residential acre.

(a) A tree survey shall be submitted, where applicable, showing the types, locations, and sizes of existing trees.

(b) The perimeter of the project shall be provided with a six (6) foot high wall or fence of wood, masonry, brick, PVC, or wrought iron material. For perimeter fences adjacent to road right-of-ways, landscaping shall be provided between the road right-of-way and the perimeter fence. A minimum of one (1) tree for each fifty (50) linear feet of fence shall be provided. In addition to the tree requirement, a minimum of two (2) foot tall, continuous and unbroken row of shrubs shall be planted between the wall/fence and the right-of- way to provide relief from the wall/fence. Ivy or clinging vines may be used in lieu of the shrub requirement on masonry or brick fences. Earthen berms may be approved in lieu of the wall or fence provided the berm is six (6) feet in height with landscaping provided as identified in this subsection.

(c) Sidewalks required.

1. All buildings, parking areas and amenities shall be connected by sidewalks or interior walkways, and sidewalks along interior circulation drives shall connect with off-site sidewalks.

2. When parking is provided in front, behind or on the side, of a building along an interior circulation drive, a concrete sidewalk with raised curb shall be constructed between the parking spaces and the building, with connecting sidewalks to the building entrance. If such sidewalk is provided on only one side of an interior circulation drive, it shall be at least five (5) feet in width. If sidewalks are provided on both sides of the interior circulation drive, they shall be a minimum of four (4) feet wide.

(d) Balconies. Balconies designed for other than purely ornamental purposes shall be a minimum of five (5) feet in depth,

(4) Public parks, playgrounds or other public recreational facilities.

(5) Public utility equipment and facilities located within a utility easement or right-of-way. (6) Congregate living facilities.

(7) Public uses.

(C) Accessory uses and structures: Customary accessory uses of a noncommercial nature clearly incidental and subordinate to one (1) or more principal uses.

(D) Conditional uses:

(1) Public or private schools.

(2) Churches.

(3) Public utility equipment and facilities, except communication towers, not located within a utility easement or right-of-way.

(4) Permitted uses or uses permissible by special exception exceeding twenty-five (25) feet in height, but not to exceed forty (40) feet in height. (E) Prohibited uses and structures:

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

(2) Corrections facilities.

(F) Lot and structure requirements, single- family:

- (1) Minimum lot area six thousand (6,000) square feet.
- (2) Minimum lot width sixty (60) feet.
- (3) Minimum lot depth one hundred (100) feet.
- (4) Maximum building coverage --- forty percent (40%).

- (5) Minimum living area --- eight hundred (800) square feet.
- (6) Maximum height twenty-five (25) feet.
- (7) Minimum yard requirements:
  - (a) Front twenty-five (25) feet.
  - (b) Side interior eight (8) feet.
- (c) Side corner --- twenty-five (25) feet.
- (d) Rear twenty-five (25) feet.
- (G) Lot and structure requirements, two-family:
  - (1) Minimum lot area eight thousand (8,000) square feet.
  - (2) Minimum lot width -- eighty (80) feet.
  - (3) Minimum lot depth one hundred (100) feet.
  - (4) Maximum building coverage forty percent (40%).
  - (5) Minimum living area eight hundred (800) square feet per dwelling unit.
  - (6) Maximum height twenty-five (25) feet.
- (7) Minimum yard requirements:
  - (a) Front twenty-five (25) feet.
  - (b) Side interior eight (8) feet.
  - (c) Side corner twenty-five (25) feet.
- (d) Rear twenty-five (25) feet.
- (H) Lot and structure requirements, multiple- family:
  - (1) Minimum lot area ten thousand (10,000) square feet.
  - (2) Minimum lot width one hundred (100) feet.
  - (3) Minimum lot depth --- one hundred (100) feet.
  - (4) Maximum building coverage --- forty percent (40%).
  - (5) Minimum living area:
    - (a) Efficiency units: four hundred (400) square feet;
    - (b) One (1) bedroom units: five hundred and fifty (550) square feet;
    - (c) Two (2) bedroom units: seven hundred (700) square feet;
  - (d) More than two (2) bedrooms: eight hundred (800) square feet. (6) Maximum height - twenty-five (25) feet.
- (7) Minimum yard requirements:

(a) Front — twenty-five (25) feet, plus one (1) foot for each one (1) foot in height over twenty-five (25) feet.

(b) Side interior — ten (10) feet, plus one (1) foot for each one (1) font in height over twenty-five (25) feet.

(c) Side corner --- twenty-five (25) feet, plus one (1) foot for each one (1) foot in height over twenty-five (25) feet.

(d) Rear - twenty-five (25) feet, plus one (1) foot for each one (1) foot in height over twenty-five (25) feet.

('74 Code, § 25-128) (Ord. 89-08, passed 4-27-89; Am. Ord. 94-25, passed 6-16-94; Am. Ord. 95-44, passed 11-2-95; Am. Ord. 98-20, passed 7-16-98; Am. Ord. 98-31, passed 9-17-98; Am. Ord. 2005-16, passed 4-21-05; Am. Ord. 2005-67, passed 11-3-05; Am. Ord. 2016-17, passed



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

## ZONING VERIFICATION REQUEST FORM

This form must be completed in full and legible. If there are errors or if your payment is insufficient, your zoning verification letter may be significantly delayed. Please submit the form to the Land Development Division, 120 Malabar Road SE, Palm Bay, FL 32907. Allow seven business days for completion of request. Emailed forms will be processed upon receipt of payment.

### **PROPERTY INFORMATION:**

Property Address: Approx 1000 Feet East of the Intersection of Malabar Rd and Garvey SW Rd, Palm Bay, FL

Parcel ID: 29 3601-00-253

Tax Account Number:

Property Owner's Name; PLATT YVONNE CHERI TRUSTEE

#### APPLICANT/RECIPIENT:

Applicant Name and Title: Matt Lipoff, Development Manager

Recipient Name and Title (if different):\_\_\_\_

Company: Southport Financial Services

Full Address: 5403 W Gray St, Tampa, FL 33602

Email: mlipoff@sphome.com

Telephone: 813 288 6988

## FEE AND OVERVIEW OF ZONING VERIFICATION REQUESTS:

\*\$50.00 Zoning Verification Request Fee per each Parcel Identification Number. Make check payable to "City of Palm Bay." The request will not be processed without payment.

- A zoning verification letter is a document provided by the City to verify the current zoning and future land use of a particular piece of property and the types of uses that are allowed in that zoning district. The zoning verification letter includes a zoning map, a future land use map, and a copy of the applicable zoning district.
- The Zoning Official is not authorized to address whether existing development conforms to the current code requirements. The zoning letter will not indicate if there are code compliance issues or permitting issues with the subject property.
- The Zoning Verification Letter with provided only in the standard format approved by the City of Palm Bay.

Applicant Signature: Date:

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

# Attachment 6

## ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION is dated effective as of July 29, 2019, by and between Southport Financial Real Estate LLC, a Florida limited liability company ("Assignor"), and SP Grove LLC, a Florida limited liability company("Assignee").

Yvonne Cheri Platt, as Trustee of the Credit Shelter Trust created under the Harold C. Platt Trust dated October 19, 1978, as amended ("Seller"), and Assignor, as Purchaser, entered into that certain Purchase and Sale Agreement dated March 8, 2019 (the "PSA").

Assignor hereby assigns to Assignee all of its right, title and interest in and to the PSA. This Assignment includes, without limitation, all of Assignor's rights to the Deposits under the PSA. Assignee hereby accepts such assignment and hereby assumes all of the obligations of Assignor under the PSA.

This Assignment may be executed in a number of identical counterparts. Delivery of a facsimile, scanned, or other copy of a signed version of this Assignment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.

#### ASSIGNOR:

Southport Financial Real Estate LLC

By: Name: Title: Vice President

#### ASSIGNEE:

SP Grove LLC

By: SP Grove Manager LLC, a Florida limited liability company, its Manager

Bv: Branne Haffinge resident

#### PURCHASE AND SALE AGREEMENT

Purchaser and Seller hereby agree as follows:

1. <u>Basic Terms and Definitions</u>. Capitalized terms used in this Purchase and Sale Agreement ("Agreement") shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Agreement.

1.1. "Purchaser" means Southport Financial Real Estate LLC, a Florida limited liability company.

1.2. "Seller" means Yvonne Cheri Platt, as Trustee of the Credit Sheller Trust created under the Harold C. Platt Trust dated October 19, 1978, as amended.

1.3. "Property" means the parcel of land located on Malabar Road, Brevard County, Florida, Parcel ID No. 29-36-01-00-253, and legally described on Exhibit A attached hereto.

1.4. "Purchase Price" means One Million Four Hundred Ninety-Five Thousand Dollars (\$1,495,000.00).

1.5. "Deposit" means \$2,500.00 (the "Initial Deposit") plus any additional Deposits paid in accordance with this Agreement.

1.6. "Due Diligence Period" means the period of time commencing on the Effective Date and ending ninety (90) days after the Effective Date.

1.7. "Financing Contingency Period" means the period of time commencing on the Effective Date and ending on March 31, 2020.

1.8. "FHFC" or "State Agency" means Florida Housing Finance Corporation.

1.9. "Closing Date" means forty-five (45) days after the expiration of the Financing Contingency Period, as may be extended pursuant to this Agreement.

1.10. "Effective Date" means the date that a copy of this Agreement, fully executed by Purchaser and Seller is delivered to both Purchaser and Seller.

1.11. "Escrow Agent" means Fidelity National Title Insurance Company 5690 W. Cypress Street, Suite A, Tampa, FL 33607, Attn: Clndy McGaughan, Assistant Vice President, Senior Commercial Escrow Officer, Florida Registered Paralegal, Florida Commercial Services Dept., Direct: (813) 405-1389, Fax: (813) 885-3322, email: <u>sindy.mcgaughan@infcom</u>

1.12. "Title Company" means Fidelity National Title Insurance Company, through its agent Pepple Cantu Schmidt PLLC, 2430 Estancia Boulevard, Suite 114, Clearwater, Florida 33761, Attn: Amber Williams, Esq. Direct 727.724.0100 Email availants appealed in the second sec

1.13. "Closing Agent" means Pepple Cantu Schmidt PLLC,

1.14. "Transaction" means the purchase and sale of the Property pursuant to this Agreement.

2. <u>Purchase and Sale</u>. Purchaser agrees to purchase, and Seller agrees to sell and convey, upon the terms and conditions contained herein, the Property for the Purchase Price. The Purchase Price will be payable all cash at Closing.

3. <u>Deposits</u>. On or before five (6) business days after the Effective Date, Purchaser shall deposit with Escrow Agent the initial Deposit and the parties shall execute and deliver to Escrow Agent an Escrow Agreement. All Deposits shall be held in a non-interest bearing account with the Escrow Agent, Invested according to Escrow Agent's standard practices, and disbursed in accordance with the terms, conditions and provisions of this Agreement. All Deposits shall be a credit against the Purchase Price.

4. <u>Contingencies</u>. The obligations of the Purchaser under this Agreement are contingent upon the Purchaser's written approval or waiver of the following contingencies:

#### 4.1. Contingency of Approval of Title Encumbrances.

4.1.1. <u>Title Commitment</u>. Within three (3) days after the Effective Date, Purchaser shall order from the Title Commitment ("*Title Commitment*") accompanied by one copy of all documents affecting the Property, and which constitute exceptions to the Title Commitment. Purchaser shall pay the cost of obtaining the Title Commitment and the premium for the owners tille policy (*"Title Policy"*) issued to Purchaser at Closing in accordance with the Title Commitment. Purchaser's Notice") on or before the expiration of twenty (20) days after Purchaser's receipt of the Title Commitment, that the condition of title as set forth in the Title Commitment is or is not satisfactory, in Purchaser's sole discretion. Monetary liens shall be paid by Seller at Closing out of the sales proceeds.

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In the event that condition of title is not acceptable, Purchaser shall specify and set forth each of such objections ("Objections") in the Purchaser's Notice. Seller shall notify Purchaser in writing ("Seller's Title Response") within ten (10) days of receipt of Purchaser's Notice as to which Objections that Seller will remove as of the Closing Date. Any Objections the Seller does not agree to remove, will be referred to as "Remaining Objections". If Seller does not respond, all Objections will be considered Remaining Objections. If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's Title Response is received or is due, whichever occurs first, (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event all Deposits paid shall be immediately refunded to Purchaser, whereupon no party shall have any further rights or obligations hereunder except for Purchaser's indemnification of Seller in this Agreement. (In the event that Purchaser does not so notify Seller in writing within five (6) days after Seller's Title Response, Purchaser shall be deemed to have accepted title subject to the Remaining Objections and the Remaining Objections shall be deemed to be waived for all purposes.) Any exceptions permitted on the Title Policy pursuant to this Section are referred to herein as "Permitted Exceptions". If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Notice and Seller's response shall be reinstated, with the Purchaser's Notice regarding the additional exception(s) being due five (5) business days after the date that Purchaser receives the updated exceptions, Notwithstanding any of the provisions of this Section to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment is or is not acceptable within the time set forth herein, the parties hereby agree that the condition of title shall be deemed acceptable, except for monetary liens.

4.1.2. <u>Survey</u>. Purchaser, at Purchaser's expense, may obtain a current survey ("Survey") of the Property on or before sixty (60) days after the Effective Date. In the event the Survey, or any recertification thereof, shows any evidence of use which indicates that an unrecorded easement may exist, except as may be acceptable to Purchaser, in Purchaser's sole discretion, such matter shall be treated as an Objection and the provisions for Purchaser's Notice and days after the date that Purchaser receives the Survey.

4.2. <u>Purchaser's Due Diligence Continuency</u>. Purchaser's obligations under this Agreement are expressly contingent upon Purchaser's approval of the Property and this Transaction (*"Due Diligence Contingency"*). Purchaser shall approves such review, in its sole and absolute discretion, Purchaser shall so notify Seller in writing (*"Purchaser's Approval Notice"*) on or before the expiration of the Due Diligence Period. In the event that Purchaser either does not provide the Purchaser's Approval Notice to Seller, or notifies Seller in writing of Purchaser's disapproval of the Property and the expiration of the Due Diligence Period, this Agreement shall automatically terminate as of the expiration of the Due Diligence Period, this Agreement shall automatically terminate as of the expiration of the Due Diligence Period, and all Deposits shall be returned to Purchaser, whereupon no party shall have any further rights or obligations hereunder, except for Purchaser's indemnification obligations under Section 7. Beginning on the expiration of the Due Diligence Period, and provided this Agreement is not terminated, Purchaser shall pay Seller \$1,000 every thirtieth day ("Monthly Payments") until the Closing. Each such payment to Seller shall not be applicable to the Purchase

4.3. Elnancing Continuency. Purchaser's obligations under this Agreement are expressly contingent upon Purchaser's obtaining Financing ("Financing Contingency"). Purchaser shall have until the end of the Financing Contingency". In the event that Purchaser satisfies such contingency, in its sole and absolute discretion, Purchaser shall so notify Seller in writing ("Financing Approval Notice") on or before the expiration of the Financing Contingency. In the event that Purchaser satisfies such contingency, in its sole and absolute discretion, Purchaser shall so notify Seller in writing ("Financing Approval Notice") on or before the expiration of the Financing Contingency Period, and the Deposit shall become non-refundable except as specifically provided otherwise in this Agreement. In addition, within five (5) business days after the Financing Approval Notice, Purchaser shall deliver to Escrow Agent an additional Deposit of \$102,500.00 ("Additional Deposit"). In the event that Purchaser either does not provide the Financing Approval Notice to Seller, and deliver the additional Deposit to Escrow Agent, or notifies Seller in writing of Purchaser's disapproval of the Property and the Transaction prior to the expiration of the Financing Contingency Period, this excluding however, the Monthly Payments paid pursuant to Section 4.3 of this instrument, shall be returned to Purchaser, whereupon no party shall have any further rights or obligations hereunder, except for Purchaser's indemnification obligations

5. <u>Cooperation of Selter</u>. It is understood that Purchaser's contemplated use of the Property may require planning, zoning, permit, platting, subdivision, annexation, or other approvals from applicable governmental entities. Seller agrees to cooperate with Purchaser in joining in and executing any necessary documents in connection with submission of such applications, whether for planning, zoning, permits, platting, subdivision, annexation, or otherwise. Seller shall, if reasonable, assist in support of Purchaser's proposed development of the Property. All costs in connection with such applications shall be Purchaser's sole responsibility and Purchaser shall hold Seller harmless from any costs, fees or expenses in connection with such items).

6. <u>Documents</u>. Seller agrees that, within five (5) business days of the Effective Date, Seller shall make available to Purchaser all documents and data available to Seller relating to the Property, including but not limited to engineering, soils, title, survey, utilities, zoning, building plans and specifications, and permits. At the Closing, Seller shall assign to Purchaser all engineering studies, soils reports, surveys, building plans and specifications, permits, environmental reports, and other intangible rights related to the Property. Seller acknowledges that the consideration for such assignment is included in the Purchase Price and Seller agrees that Seller has paid in full the amounts due for such items and that all such items shall be transferred to Purchaser at Closing, free and clear of any claims whatsoever.

7. <u>Purchaser's Right to Enter Property/Indemnity</u>. Purchaser or an authorized agent of Purchaser shall have the right, at reasonable times, to enter upon the Property and make inspections or tests at Purchaser's sole expense and itability, activities shall not interfere with or harm any ongoing agricultural activities nor shall any trees be removed or damaged. Purchaser shall provide copies of all inspections or test reports received by Purchaser to Seller within five (5) days after receipt. Purchaser is not authorized to conduct any activities in connection with the Property which will result in any items being filed against the Property. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller from all liability, including any items, which arise from Purchaser's activities on the Property.

Prior to entry upon the Property by any consultant of Purchaser, Purchaser shall cause Purchaser's consultants to deliver to Seller a Certificate of Insurance evidencing that the person or persons entering on to the Property and the activities to be conducted thereon (including but not limited to destructive testing and other damage to personal property, as well as injury to or death of any person or persons) are covered by liability insurance having a liability limit of at least One Million and No/100 Dollars (\$1,000,000.00) and that, by appropriate endorsement to the applicable liability insurance policy, Seller has been named an additional insured thereunder. Purchaser shall restore the Property to its prior condition after such entry(s). Purchaser, as a condition precedent to its exercise of such right of entry, specifically agrees to defend, indemnify and save attorneys' fees) arising from the exercise by the Purchaser or its planners, engineers, surveyors, architects or other agents or but discovered as a result of such entry. Such obligations of Purchaser shall survive the Closing or termination of this

Conveyance. At Closing, fee title to the Property shall be conveyed to Purchaser by trustee's deed subject only to the Permitted Exceptions. Seller shall provide to the Title Company at Closing any affidavits and indemnilies reasonably needed for the Title Company to issue the Title Policy in accordance with this Agreement. Purchaser's obligations hereunder are contingent upon the Title Company, at Closing, being Irrevocably and unconditionally committed to issue to Purchaser the Title Policy in accordance with the title requirements listed in Section 4.1 (subject only to payment of its premiums therefor), unless this contingency is not met due to Purchaser's failure to meet the Title Company's requirements for issuance of the Title Policy. If this contingency is not met on the Closing Date, this Agreement shall automatically terminate, Escrow Agent description of the Property as shown in the Survey shows a discrepancy with the legal description attached hereto, the Sellar shall also deliver a Quit Claim Deed conveying the Real Property to Purchaser using the legal description shown on the

#### 8. <u>Seller's Representations</u>, Seller represents and warrants that:

8.1. The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of (i) Seller's trust documents, or (ii) applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.

8.2. This Agreement and all documents executed by Seller in connection with this Transaction are now, and at the time of Closing will be, duly authorized, executed and delivered by Seller and do not now, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

8.3. To Seller's knowledge, there is no pending condemnation or similar proceeding with respect to the Property, nor any legal or regulatory action of any kind or nature affecting the Property.

8.4. No person or entity has supplied labor, materials or equipment to the Property in the preceding 90 days, and there are no claims of liens as of the date of this Agreement.

8.5. Neither Seller nor, to Seller's knowledge, any other person or entity has ever caused or permitted any Hazardous Substance to be generated, manufactured, refined, transported, stored, handled, disposed of, discharged or regulations, licenses, permits, orders, standards and other laws. The term "Hazardous Substance" means any hazardous, toxic or dangerous substance, waste or material which is or becomes regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or clean up.

8.6. To Seller's knowledge there are no underground storage tanks located on the Property.

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There are no outstanding purchase agreements, options, rights of first refusal or other rights to purchase the 8.7. Property currently in effect,

There are no leases, tenancies, licenses, or other rights of occupancy or use for any portion of the Property 8.8 in effect. Seller shall not enter into any lease, agreement of sale, option, or any other agreement or contract affecting the Property, nor shall Seller grant any easements or further encumber the Property in any manner, without the prior written

There are no maintenance, supply, management or other service contracts or agreements affecting the 8,9, Property.

The foregoing representations and warranties of Seller shall survive the Closing of the Transaction and the 8.10. delivery of any deeds hereunder for a period of twelve (12) months.

AS-IS Purchase. Except as specifically provided in Section 8, Seller makes no warranties concerning the condition 9. of the Property, and in the event Purchaser delivers Purchaser's Approval Notice, Purchaser shall be deemed to accept the

Possession. Purchaser shall be entitled to possession upon the Closing of this Transaction. 10.

Risk of Loss. Seller shall deliver the Property to Purchaser at Closing in the same condition existing as of the 11. Effective Date. Risk of loss or of damage to the Property shall be borne by Seller until the date of Closing. Thereafter, Purchaser shall bear the risk of loss. In the event of loss of or damage to the Property, or a portion thereof, prior to the Closing Date, Purchaser may terminate this Agreement and the Deposits shall be refunded to Purchaser.

#### 12.

Closing Costs and Prorations. Purchaser shall pay the escrow fee of Escrow Agent. Seller shall pay documentary stamp taxes. Purchaser shall pay recording costs for the deed and any mortgage tax on Purchaser's financing. Any current assessments against the Property shall be paid in full by Seller on or before Closing and shall be removed as a lien or title exception affecting the Property. Real estate (ad valorem and non-ad valorem) taxes for the current year, rents, water and other utilities constituting liens shall be prorated as of Closing, with the day of Closing being for Purchaser's account. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which the Closing occurs, Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, on or before January 1 of the year following the Closing, an amount necessary to effect such adjustments. Each party shall execute a separate settlement statement (each, a "Settlement Statement") setting forth any debits and credits payable in connection with the Closing. Seller hereby authorizes Closing Agent to provide FHFC a copy of

FIRPTA. Seller and Purchaser agree to execute and deliver any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC Section 1445 and regulations promulgated thereunder.

Closing Date. This Transaction shall be closed (the "Closing") on or before the Closing Date at the offices of the Title Company. Purchaser may select an earlier Closing Date upon at least five (6) business days' written notice to Seller. Neither party need be physically present at the Closing. The Closing Date may be extended by Purchaser for up to four (4) thirty (30) day periods (each an "Extension Period") by Purchaser's providing written notice to Seller accompanied by payment of an additional Deposit of \$5,000.00 made payable to Seller, which shall be delivered and paid on or before the then applicable Closing Date, Each such additional Deposit shall be non-refundable absent Seller default and shall be applicable to the Purchase Price at Closing. As used in this Agreement, the term "Closing" shall mean the date all of the documents necessary to transfer title to Purchaser are sent for recording with the appropriate County Clerk and the sales proceeds are available to Seller. Title to and possession of the Property shall transfer to Purchaser at Closing,

#### 15. Default

Seller's Defaults: Purchaser's Remedies. In the event of a breach by Seller of its pre-Closing or Closing 15.1. obligations under this Agrooment, which breach is not cured within five (5) days after Seller's receipt of notice of default from Purchaser, Purchaser may elect only one of the following two remedies: (a) terminate this Agreement and receive a refund of all Deposits; or (b) enforce specific performance of this Agreement against Seller, including the right to recover attorneys' fees.

15.2. <u>Purchaser's Defaults: Seliar's Remedies</u>. In the event of a breach by Purchaser of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within five (5) days after Purchaser's receipt of notice of default from Seller, Seller's sole remedy shall be to terminate this Agreement and retain all Deposits paid and any earnings thereon as liquidated damages, not as a penalty. PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF ALL DEPOSITS PAID IS A REASONABLE ESTIMATE OF SUCH ACTUAL DAMAGES, AND THAT SELLER'S REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN ALL DEPOSITS PAID AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES.

16. <u>Attorneys' Fass</u>. In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding).

17. <u>Notices</u>. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by email, or confirmed facsimile, or via overnight express courier. Notwithstanding the foregoing, any written communication (including email or fax) sent to a party, which is actually received by such party, shall constitute notice for all purposes of this Agreement. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith:

For Purchaser;	Southport Financial Real Estate LLC 5403 West Gray Street Tampa, FL 33609 Attn: Mike Molinari Fax: (813) 288-1522 Email: <u>mmolinari@sphoma.com</u>
With a copy to:	Pepple Cantu Schmidt PLLC 2430 Estancia Blvd., Suite 114 Clearwater, Florida 33761 Atln: Timothy D, Cantu Fax: (727) 726-9272 Email: <u>teantucopestegat.com</u>
For Seller:	Yvonne Cheri Platt, as Trustee of the Credit Shelter Trust created under the Harold C. Platt Trust dated October 19, 1978, as amended
With a copy to:	Dale A. Dettmer, Esq. Krasny and Dettmer 304 S. Harbor City Blvd., Suite 201 Melbourne, FL 32901 Fax: (321) 768-1147 ddettmer@krasny and Dettmer.com
For Escrow Agent:	As per Section 1.11

18. <u>Time</u>. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

19. <u>Assignment</u>. Purchaser may assign this Agreement without Seller's consent to any entity affiliated with Purchaser or the principals of Purchaser. In the event of an assignment this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.

20. <u>Governing Law and Venue</u>. This Agreement shall be governed by and interpreted in accordance with Florida law. Any Illigation arising out of or in connection with this Agreement shall be conducted in the county where the Property is located.

21. <u>Headings</u>. The headings of the paragraphs of this Agreement are inserted solely for the convenience of the parties, and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

22. <u>Entire Agreement</u>. There are no verbal or other agreements which modify or affect this Agreement, and Purchaser and Seller agree that this Agreement constitutes the full and complete understanding between the Purchaser and Seller.

23. <u>Survival</u>. Purchaser and Seller agree that all representations, warranties and agreements made herein shall not merge in, but shall survive, the Closing of this Transaction and the delivery of any deeds hereunder.

24. <u>Counterparts</u>. This agreement may be executed in counterparts each of which shall be deemed an original. Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original.

25. <u>Réal Estite Commission</u>. Seller shall indemnify Purchaser against, and hold Purchaser hamless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and claimed relationship between such broker or finder and Seller. Purchaser shall indemnify Seller against, and hold Seller including attorneys' fees and court costs) by any and all claims (and all expenses incurred in defending any such claimed relationship between such broker or finder and Seller. Purchaser shall indemnify Seller against, and hold Seller including attorneys' fees and court costs) by any broker or finder or for a real estate commission or similar fee arising out of or in enforcing this indemnity, any way connected with any claimed relationship between such broker or finder or a real estate commission or similar fee arising out of or in shall survive the Closing or the termination of this Agreement.

26. <u>1031 Exchange</u>. If either party wishes to structure this Transaction as part of a 1031 tax deferred exchange, the other party agrees to cooperate in such efforts, and to sign documents to accomplish such purposes; provided, however, that provided that the other party incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange, and exchange. The other party shall have no obligation of any kind for the qualification of the Transaction for a 1031 tax deferred exchange.

27. <u>Termination of Offer.</u> Submission of this Agreement by one party to the other shall constitute an offer to purchase or sell the Property on the terms and conditions set forth herein. This offer shall expire if the other party has not returned two (2) fully executed copies hereof to the other party by 5:00 P.M. on the second business day after receipt.

PURCHASER:

Southport Financial Real Estate LLC

By: \_\_\_\_\_ Name: \_\_\_\_ 44 Title: lauch 2014 Date:

SELLER:

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Yonno Cherl Platt, as Trustee of the Credit Shelter Prust Created under the Harold C. Platt Trust dated October 19, 1978, as amended

Date: March 8, 2019

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### Exhibit A

## (Legal Description of Property)

Commence at the Northwest corner of Section 1, Township 29 South, Range 36 East, thence S 0°05'02" E along West line of said Section a distance of 41 feet, thence N 89°33'57" E parallel with North line of Section 1, Township 29 South, Range 36 East 775.80 feet to the point of beginning; thence continue N 89°33'57" E 378.27 feet, thence S 0°05'02" E 1,304.22 feet to South line of North ½ of Northwest 1/4 of Section 1, Township 29 South, Range 36 East, thence S 89°26'08" W along said South line 378.27 feet, thence N 0°05'02" W 1,305.08 feet to the point of beginning. Tax Parcel ID # 29-36-01-00-00253.0-0000.00

#### ESCROW AGREEMENT

This Escrow Agreement is entered into by and among Southport Financial Real Estate LLC, a Florida limited liability company ("Purchaser), Yvonne Cheri Platt, as Trustee of the Credit Shelter Trust credited under the Harold C. Platt Trust dated October 19, 1978, as amended ("Seller"), and Fidelity National Title Insurance Company ("Escrow Agent"):

1. Purchaser and Seller have entered into a Purchase and Sale Agreement (the "PSA") for the purchase and sale of certain real property legally described therein ("Property"). All terms not defined in this Escrow Agreement shall have the meaning set forth in the PSA.

2. Pursuant to the provisions of the PSA, Seller and Purchaser have requested that Escrow Agent act as escrow agent under the PSA, and Purchaser will tender good funds to Escrow Agent in the initial amount of \$2,500.00 as a Deposit under the PSA. All amounts designated as a Deposit or Deposits under the PSA shall collectively hereinafter be referred to as the "Deposit".

3. All Deposits paid shall be held in a non-interest bearing account with the Escrow Agent, invested according to Escrow Agent's standard practice. The wire transfer instructions for Escrow Agent are set forth below.

4. The "Contingency Expiration Date" is the date that the Due Diligence Contingency Period expires pursuant to the PSA. Seller and Purchaser hereby agree that until the Due Diligence Contingency Expiration Date, the encrow established under this Escrow Agreement shall be a "sole order" escrow for the benefit of Purchaser (meaning that Escrow Agent shall act solely in accordance with the instructions of Purchaser). Without limiting the generality of the foregoing, in the event that on or Purchaser's Approval Notice in accordance with the PSA, then Escrow Agent shall return to Purchaser the initial Deposit and all accrued Interest thereon without any requirement that Escrow Agent shall net in a benefit or or obtain any approval or consont of Seller. In furtherance of the foregoing, in the event Purchaser does not deliver to Seller and Escrow Agent the Purchaser's Approval or consont of Seller. In furtherance of the foregoing, in the event Purchaser does not deliver to Seller and Escrow Agent the Purchaser's Approval or consont of Seller. In furtherance of the foregoing, in the event Purchaser does not deliver to Seller and Escrow Agent the Purchaser's Approval or consont of Seller. Notice in accordance with the PSA, Escrow Agent agrees that it shall not be permitted to, and shall not, follow any conflicting instructions to Escrow Agent for any reason and heraby instructs Escrow Agent to act in respect of the initial Deposit and accrued interest thereon solely in accordance with the PSA, including instructions of Purchaser to return the Initial Deposit and Agent the Purchaser's Approval Notice in accordance with thereaby instructions in the event Purchaser does not deliver to Escrew Agent to act in respect of the initial Deposit and Agent the Purchaser's Approval Notice in accordance with the PSA, including instructions of Purchaser to return the Initial Deposit and Agent the Purchaser's Approval Notice in accordance with the PSA.

5. After the Due Diligence Contingency Expiration Date, if either party gives written notice to Escrow Agent demanding payment of the Depueit, Escrow Agent shall give prompt written notice to the other party of such demand. If Escrow Agent does not receive written notice of objection from such other party to the proposed payment within ten (10) days after the giving of such written notice, Escrow Agent is hereby authorized and dimoted to make such payment. If Escrow Agent does receive written notice of objection within such 10 day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written notice from all parties to this Agreement or a final, nonappealable judgment, order or decree of a court.

6. It is agreed that the dulies of Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that Escrow Agent shell incur no liability whatever except for willful misconduct or gross negligence, so long as Escrow Agent has acted in good faith. Seller and Purchaser release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder.

7. Escrow Agent shall be under no responsibility with respect to any Deposit placed with it other than faithfully to follow the instructions herein contained. Escrow Agent may consult with counsel and shall be fully protected in any actions taken in good faith. In accordance with counsel's advice. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against Escrow Agent in respect to the subject matter of these instructions unless requested to de expense of such defense. Escrow Agent shall not be required to defend any legal proceedings by Seller and Purchaser and indemnified to the satisfaction of Escrow Agent against the cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.

8. Escrow Agent assumes no liability hereunder except that of a stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or as to whom the Deposit is to be delivered, Escrow Agent will not be obligated to make any delivery of the Deposit, but in such event may hold the Deposit until receipt by Escrow Agent will not be authorization in writing signed by all of the persons having an interest in such dispute, directing the disposition of the sum, or in the absence of such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of the parties appropriate proceeding. However, Escrow Agent shall have the right at any time, but is not required, to bring an appropriate action or proceeding for leave to place the Deposit with the court, pending such determination. Once Escrow Agent has tendered into the registry or custody of any court of competent jurisdiction alt money and/or property in its

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possession under this Escrow Agreement, or has made delivery of the Deposit in any other manner provided for herein, Escrow Agent shall be discharged from all duites and shall have no further liability hereunder as Escrow Agent. In the event Escrow Agent exercises its rights under this paragraph, (i) all coats incurred by Escrow Agent (including but not limited to attorneys' fees) shall be borne equally by Seller and Purchaser, and (ii) all obligations of Escrow Agent under the PSA and/or this Escrow Agreement shall terminate (except for liability of Escrow Agent for willful misconduct and/or gross negligence).

9. All costs indurred by Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except costs or liabilities arising from Escrow Agent's willful misconduct and/or gross negligence) shall be borns equally by Seller and Ilability for any loss, costs, claim against Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except costs for Escrow Agent's willful misconduct and/or gross negligence).

10. This Escrow Agreement may be executed in several counterparts and all so exocuted shall constitute one Escrow Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery by electronic transmission such as a facsimile, scanned, or other copy of a signed version of this Escrow Agreement has the same effect as delivery of an original.

11. This Escrow Agreement shall be governed by the laws of the state in which the Property is located.

12. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and eddressed to the parties at their respective addresses set forth in the PSA, and the same shall be effective upon receipt if delivered personally, or by email, or by date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

[Signatures on following page]

Executed as of 3/12/19

PURCHASER:

Southport Financial Real Estate LLC

By: Aust CA Marne: Title;

., 20

ESCROW AGENT:

Fidelity National Title Insurance Company

Tyonna Cheri Platt, as Trustee of the Credit Sheller Trust created under the Harold C. Platt Trust dated October 19, 1978, as amended

MARON 8, 2019

By Michelle M Clapp Marne Michelle M. Clapp Title: Senior Commercial Escrow Officer

ABA#

ſ

# ESCROW AGENT'S WIRING INSTRUCTIONS

SELLER:

BANK:

ACCOUNT #

ACCOUNT NAME:

ACCOUNT HOLDER ADDRESS:

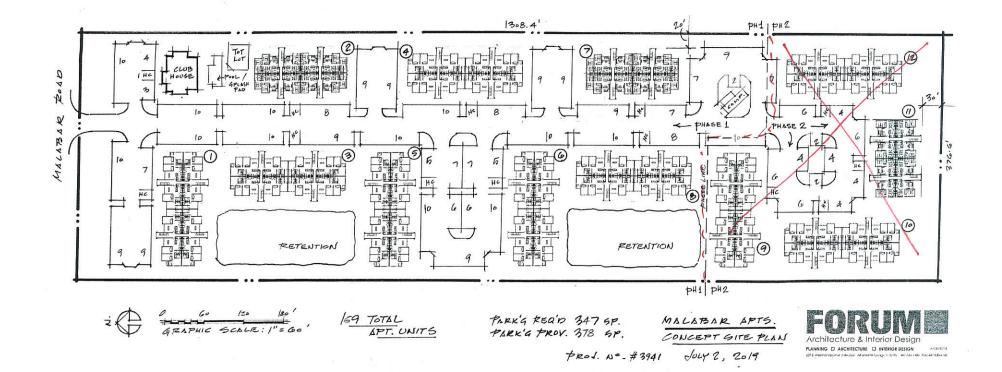
ESCROW AGENT CONTACT:

BANK CONTACT:

Name Tei # Name. Tel #:

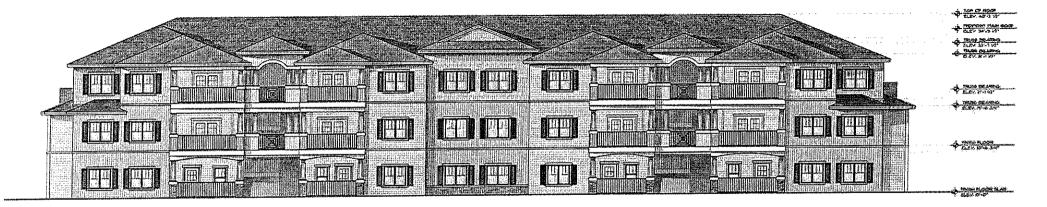
PSA Malabar Road 3-8-19 CLEN

# Attachment 7



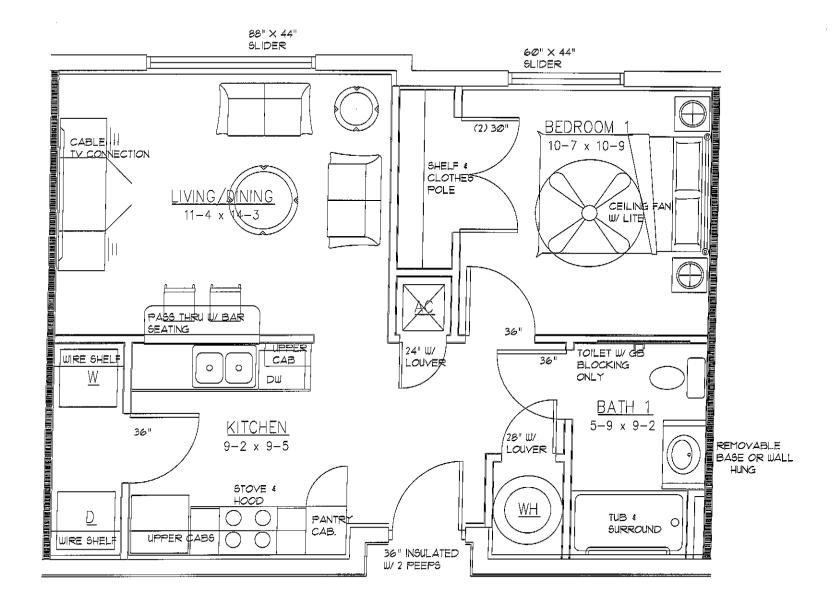
i

# Attachment 8

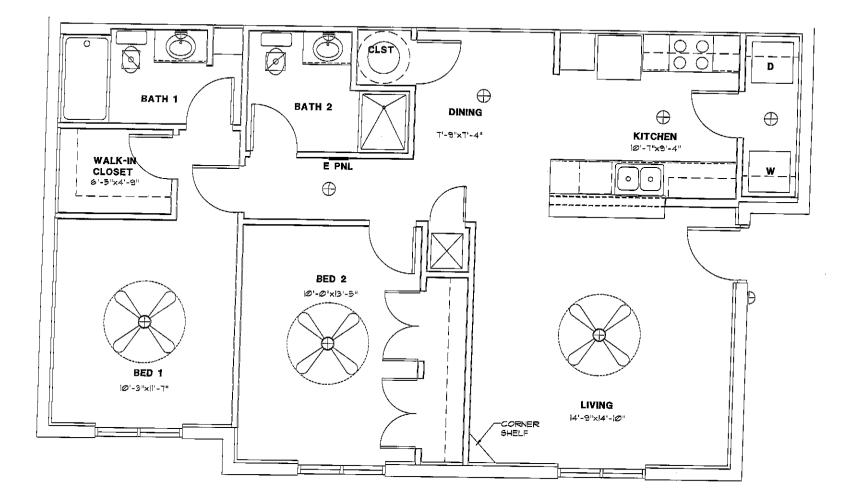


# Street Elevation Building

Architectonics Studio

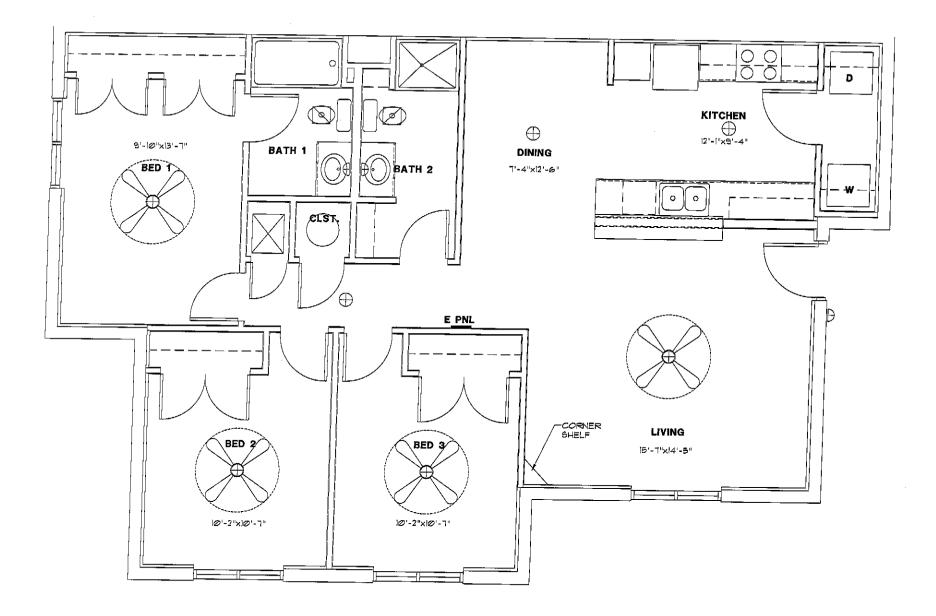


TYPICAL ONE BEDROOM UNIT



TYPICAL 2 BEDROOM UNIT

SCALE: NOT TO SCALE



# TYPICAL 3 BEDROOM UNIT

SCALE: NOT TO SCALE

# Attachment 9

## PROJECT SUMMARY

### Malabar Grove <u>Paim Bay, FL</u>

### PROJECT INFORMATION

Project Name	Malabar Grove
City, State	Palm Bay, FL
Address	4100 FT West of Malabar and Minton
County	Brevard
Number of Units	108
Construction Type	Garden Wood
Project Type	New Construction
# of Buildings With Units	6
Demographic	Family
Section 8? (Yes/No)	No

INPUTS	
Bond Deal (Yes/No	Yes
Dev Fee Acq	18%
Dev Fee Rehab	18%
Management Fee	4%
GC Fee	14%
Hard Cost Conting	5%
Vacancy	6%
Rent Escalator	3%
Expense Escalator	3%
Residual Cap Rate	8%

DEVELOPMENT TEAM				
Developer	Southport Development, Inc.			
Partnership/Owner	SP Grove LLC			
General Partner SP Grove Manager LLC				
Management Company	Cambridge Management Inc			
General Contractor	Vaughn Bay Construction			

#### TIMING

Unit Type

2BR

3Br

Closing	May-20	Net Operating Income	\$479,462	4,439
25% Complete	Aug-20	Projected Cash Flow	\$74,031	685
50% Complete	Oct-20	DSCR to Hard Debt	1.20	
75% Completed	Dec-20	Breakeven PUPA Yr 1	5,939	
99% Complete	Feb-21	PUPA to 1.15 DSCR Yr 1	5,421	
Completion/CO	Apr-21			
100% Occupied	Jul-21			
Stabilization	Jan-22			

UNIT/RENT INFORMATION

<u>UA</u>

S80

\$95

Avg Sq Feet

977

1050

Zip Median Rent HERA Rent

and a second second

### TAX CREDIT SUMMARY (SEE DETAIL IN TAX CREDIT CALC TAB)

DDA/QCT Boost - Yes, QCT			130%
Applicable %tage (New/Rehab)			9.00%
Applicable %tage (acquisition)			9.00%
Applicable Fraction			100.00%
Annual Tax Credit Eligible For			\$2,419,146
Annual Credit Reservation			\$1,700.000
Equity Pricing			\$0.900
Total Tax Credit Equity			\$15,298,470
Investor Share of Credits			99.99%
LP Asset Mangement Fee			\$5,000
Cash Flow Distribtution - GP			90.00%
Residual Split - GP			90.00%
Credits Delivered	2019	0%	\$0
Credits Delivered	2020	90%	\$1,558,333
Credits Delivered	2021	100%	\$1,700,000

#### **OPERATING BUDGET SUMMARAY (SEE DETAIL IN OP EXP TAB)**

Payroll & Related	125,000	1 <b>1</b> 57
Administrative	25,000	231
Maintenance & Security	75,000	694
Management Fee	49,972	463
RE Taxes	75,000	694
Utilities	95,000	880
Insurance	90,000	833
Replacement Reserves	32,400	300

Loan Position	Amnt	Per Unit	DSCR
1st Mortgage	\$6,400,000	\$59,259	1.20
2nd Mortgage	\$0	\$0	1.20
3rd Mortgage	\$0	\$0	1.20
Deferred Fee	\$1,007,280	\$9,327	

RENT SCHEDULE
---------------

<u>FMR</u>

AMI

BR Type	# Units	<u>AMI %</u>	HVAC SF	Gross LIHTC Rent 2019	Net LIHTC Rent	Market Rents	UW Rents	<u>% of Mkt</u>	Rent/SF	Monthly Rev	Annual Rev
2BR	50	60%	977	\$891	\$811	\$0	\$811		\$0.00	\$40,550	\$486,600
3BR	47	60%	1000	\$1,028	\$933	\$0	\$933		\$0.00	\$43,851	\$526,212
2BR	6	35%	977	\$519	\$439	\$0	\$439		\$0.00	\$2,634	\$31,608
3BR	5	35%	1000	\$599	\$504	\$0	\$504		\$0.00	\$2,520	\$30,240
	108	_			10 - C	_			-	\$89,555	\$1,074,660

# SOURCES AND USES OF FUNDS

# Malabar Grove <u>Palm Bay, FL</u>

# SOURCES OF FUNDS

	<u>PERN</u>	<u>IANENT PERIOD</u>
First Mortgage		\$6,400,000
LIHTC Equity		15,298,470
County		354,000
Deferred Fee	31%	1,007,280
TOTAL SOURCES		\$23,059,750

# USES OF FUNDS

Acquisition Costs	\$1,495,000
Construction Costs	14,394,240
Financial Costs	864,000
General Development Costs	2,410,942
Legal Costs	185,000
Agency Fees	166,792
Reserves - ODR	300,000
Reserves - Series B Paydown	0
Developer Fee	3,243,775
TOTAL USES OF FUNDS	\$23,059,750

# DEBT ASSUMPTIONS

### Malabar Grove <u>Palm Bay, FL</u>

PERMANENT DEBT	ר
Permanent 1stMortgage	-
Lender Name	TBD
Loan Amount	\$6,400,000
Loan Amount/Unit	\$59,259.26
Interest Rate (Incl Issuer Fee)	4.70%
Amoritizing (Yes/No)	Yes
Amortization Period (Yrs)	35
Term (Yrs)	42
Actual DSCR	1.20
Origination Fee	2.00%
Monthly Payment	\$31,086
Funds at?	Closing
Debt Service	\$373,031
Annual Payment	\$373,031
Permanent 2nd Mortgage	]
Lender Name	
Loan Amount	\$0
Loan Amount/Unit	\$0 \$0
,	30
Interest Rate (Incl FHFC Servicing)	1.25%
Amoritizing (Yes/No)	No
Amortization Period (Yrs)	N/A
Term (Yrs)	18
DSCR Required	1.20
Actual DSCR	1.20
Origination Fee	1.00%
Monthly Payment	\$0
Funds at?	Closing
Annual Payment	\$0
Permanent 3rd Mortgage	
Lender Name	
Loan Amount	
Loan Amount/Unit	<i>t</i> -
Even Amounty offic	\$0
Interest Rate (Servicing Fees)	0.25%
Amoritizing (Yes/No)	No
Amortization Period (Yrs)	N/A
Term (Yrs)	18
DSCR Required	1.20
Actual DSCR	1.20
Origination Fee	1.00%
Monthly Payment	\$0
Funds at?	Closing
Annual Payment	\$0

\*\*Trustee Fee = \$4,500 divided by MMRB amount

CONSTRUCTION DEBT	
Construction Loan	
1	
Lender Name	ТВО
Loan Amount	\$6,500,000
Loan Amount/Unit	\$60,185.19
Interest Rate	<b>A - - - - - - - - - -</b>
Amoritizing (Yes/No)	0.50%
Amortization Period (Yrs)	No
Term (Mo)	N/A
Actual DSCR	N/A
Origination Fee	0.008/
Monthly Payment	0.00% \$2,708
Annual Payment	\$32,500
70000	
Equity Bridge Loan	
Lender Name	ТВР
Loan Amount	\$0
Loan Amount/Unit	\$0
Interest Rate	0.00%
Amoritizing (Yes/No)	Yes
Amortization Period (Yrs)	35
65000	18
DSCR Required	1.20
Actual DSCR	1.2.9
Origination Fee	1.00%
Monthly Payment	\$0
Annual Payment	
annear rayment	\$0

PERMANENT RATE STACK	
Loan Type	Tax-Exempt Bond
10-Year Treasury	0.00%
ILL/FRE Spread over 10 Year	0.00%
Other	4.75%
HFC Servicing	0.000%
HFC Trustee**	0.000%
scambia Issuer Fee	0.16%
Rate Hedge (25bps)	0.00%
All-In Rate	4.91%

## DETAILED DEVELOPMENT BUDGET

1

Malabar Grove <u>Palm Bay, FL</u>

CONSTRUCTION ( Hard Cost	CONSTRUCTION COSTS Hard Costs		PER UNIT	AMOUNT ELIGIBLE	% of costs	PER HVAC SF
	New Const Costs	12,096,000	112,000	12,096,000	52.46%	
	Rehab Costs	0	0	0	0.00%	221,08
	Demolition	0	0	0	0.00%	0.00
	Accessory Buildings Site Work	0	0	0	0.00%	0.00
	LC/PP Bond	0	0	0	0.00%	0.00
Total Har		Q 12,096,000	0	0	<u>0.00%</u>	0.00
Contracto		1,693,440	112,000 15,680	12,096,000	52.46%	221.08
	"Exemption to GC Fee Construction Items"	0	13,060	1,693,440	7.34%	30.95
	tion Contract Amount	13,789,440	127,680	13,789,440	59.80%	252.04
	t Contingency 5%	604,800	5,600	604,800	2.62%	252.04 11.05
TOTAL CONSTRU	ICTION COSTS	14,394,240	133,280	14,394,240	62.42%	263.09
FINANCIAL COST	2		·····			
Financing						
	Perm Loan Orig • JLL	64,000	593			
	Const Loan Orig - JLL	65,000	602	65,000	0.28%	1.17
	Bond COI	220,000	2,037	05,000	0.28% 0.95%	1.19
	Other FHA FEES		0	1 0	0.00%	4.02
	Const Monitoring	15,000	139	15,000	0.07%	0.27
	Other - SAIL Commitment (1%) Other - Placement Agent	0			0.00%	0.00
Closing C		90,000	833	90,000	0.39%	1.64
	One Mo Payment	0	0	0	0.00%	0.00
	One Mo Reserves	Ő	0	0	0.00%	0.00
	Perm Loan Closing Costs	10,000	93	0	0.00%	0.00
	Bridge Loan Interest	Q	0	0	0.00%	0.00
	Capitalized Interest Other - Bridge Origination	400,000	3,704	400,000	1.73%	7.31
TOTAL FINANCIA		0	0	0	0.00%	0.00
101AD1 INANOIA		864,000	8,000	570,000	3.75%	15.79
GENERAL DEVEL	OPMENT COSTS	<u>_</u>		·····		
General						
	Accounting	20,000	185	20,000	0.09%	0.37
	Architect - Design	200,000	1,852	200,000	0.87%	3.66
	Architect - CA	25,000	231	25,000	0.11%	0.46
	Architect - Landscape Appraisal	0	0	0	0.00%	0.00
	Brokerage Fees	10,000	93	10,000	0.04%	0.18
	Building Permits	750,000	0 6,944	0	0.00%	0.00
	Building Permit Expeditor	0	0,544	750,000 0	3.25%	13.71
	Engineering/Planning Fees	150,000	1,389	150,000	0.00% 0.65%	0.00
	Environ Report - Phase 1	5,000	46	5,000	0.02%	0.09
Deferred for 15 y	Environ -Other (LBP/Asbest/termite/Etc)	0	C	D	0.00%	0.00
Deterred for 15 y	Impact Fees - per CC Sched Inspection Fees	550,000	5,093	550,000	2.39%	10.05
	Insurance - Builders Risk	25,000	231 509	25,000	0.11%	0.46
	Insurance - Prop/Liab - Year 1	40,000	370	55,000 40,000	0.24%	1.01
	Insurance - Escrow	20,000	185	0,000	0.17% 0.09%	0.73
	Market Study/RCS	5,000	46	5,000	0.02%	0.37 0.09
	Misc Costs	0	0	0	0.00%	0.00
	Payment and Performance Bond	143,942	1,333	143,942	0.62%	2.63
	Plan & Cost Rev (PNA, Cap Needs) Pre Dev Loan Interest	10,000	93	10,000	0.04%	0.18
	Soils, Geotech	0 10,000	93	0	0.00%	0.00
	Survey (Incl foundations)	25,000	231	10,000 25,000	0.04%	0.18
	Taxes During Construction	30,000	278	30,000	0.11% 0.13%	0.46
	Taxes - Escrow	10,000	93	0	0.04%	0.18
	Title/Recording Fees	65,000	602	65,000	0.28%	1.19
	Utility Connection Fees Soft Cost Contingency	162,000	1,500	162,000	0.70%	2.96
	Other - Furniture	50,000 50,000	463	50,000	0.22%	0.91
Legai	Such Fulldate	50,000	463	50,000	0.22%	0.91
5	Borrowers Counsel	75,000	694	75,000	0.33%	
	Borrowers HUD Counsel	0	0	75,000 0	0.33%	1.37
	Borrower Bond Counsel	0	0	0	0.00%	0.00
	Lender Legal Syndicator Legal	60,000	556		0.26%	1.10
	synoicator Legal Issuer Legal - Incl in COI	25,000	231		0.11%	0.46
	Lender Legal - FHFC	25,000	0 231	0 12,500	0.00%	0.00
Agency I	Fees	,,	2,11	12,200	0.11%	0.46
	FHFC/Application Fce (MMRB/SAIL)	3,000	28	0	0.01%	0.05
	Escambia TEFRA Fee	1,000	9	0	0.00%	0.02
	FHFC Compliance Monitoring FHFC Admin Fee	100,000	926	Ø	0,43%	1.83
	FHFC/Escambia Credit UW Fee	40,500 22,292	375	0	0.18%	0,74
Reserves		26,272	206 0	0	0.10%	0.41
	Reserves - ODR	300,000	2,778	0	0.00%	0.00
	Reserves - Series B Paydown	0	0	0	0.00%	5.48 0.00
TOTAL GENERAL	L DEVELOPMENT COSTS	3,062,734	28,359	2,468,442	13.28%	55.98
ACOL REPORT	NCT C		· · · · · · · · · · · · · · · · · · ·			
ACQUISITION CO	STS Building Acquisition (Incl Reserves)				<u> </u>	
	Brokerage Fee	0	0	0	0.00%	0.00
	Land Value - New Construction	1,495,000	0	0	0.00%	0.00
	Land Value - Acquisition/Rehab	0	13,045	0 0	6.48%	27.32
	Other	0	0	0	0.00%	0.00
TOTAL ACQUISITION C	COSTS	1,495,000	13,843	0	6.48%	27.32
DEVELOPER POR	2				L	61,75
DEVELOPER FEE	Developer Fee 18"b	3 000				<u> </u>
	Developer Fee 18%	3,208,775	29,711	3,208,775	13.92%	58.65
	Consulting Fee	35.000	0 324	0	0.00%	0.00
	Other	0	324	35,000	0.15%	0.64
TOTAL DEVELO	PMENT FEE	3,243,775	30,035	3,243,775	0.00%	0.00
					L11.07/0	39.29
TOTAL DEVELO	PMENT COSTS	\$23,059,750	\$213,516	\$20,676,458	100.00%	\$421.48
					·	<u> </u>

# **OPERATING BUDGET PROJECTIONS - AS-STABILIZED**

### Malabar Grove Palm Bay, FL

### INCOME

	Potential Rental Income Less: Vacancy/Collection Loss 7 Effective Rental Income	7.00%	1,074,660 -75,226 999,434	PUPA 9,951 -697 9,254	
	Utility Reimbursement Interest Income Laundry Income		0 0	0 0	
	Tenant Charges Other Income		0 0 15,000	0 0 139	
	Total Other Income		15,000	139	
	TOTAL EFFECTIVE INCOME		1,014,434	9,393	
Variable Expenses	Payroll (Incl Mait, Tx, Benefits) Maintenance Costs Other Operating/Administrative Escambia HFA		125,000 75,000 25,000	1,157 694 231	
Fixed Expenses			225,000	2,083	
	Management Fee ( Real Estate Taxes Utilities - Electric	0.05	49,972 75,000	463 694	
	Utilities - Electric Utilities - Water/Sewer Utilities - Trash		12,500 70,000 12,500	116 648 116	
	Insurance (Property/Liability) SUBTOTAL FIXED EXPENSES		<u>90,000</u> 309,972	<u> </u>	
	TOTAL OPERATING EXPENSES	5	534,972	4,953	
	NET OPERATING INCOME		\$479,462	4,439	
	R/R Contribution Adjusted Net Operating Income		32,400 447,062	300 4,139	
	Debt Service - Must Pay		373,031	1.20	1st Mtg DSCR
	Cash Flow Available for SAIL Pay	ment	74,031	1.20	SAIL/ELI DSCR
	SAIL/ELI Loan Debt Service		0		

## **15-YEAR OPERATING PRO FORMA**

Malabar Grove <u>Paim Bay, FL</u>

TOTAL EFFECTIVE INCOME	<u>Year 1</u> 1,014,434	<u>PUPA</u> 9,393	<u>Year 2</u> 1,044,867	<u>Year 3</u> 1,076,213	<u>Year 4</u> 1,108,499	<u>Year 5</u> 1,141,754	Year 6	Year 7	Year 8	Year 9	<u>Year 10</u>	<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	Year 14	<u>Year 15</u>
Bornell (Incl. Main Try. David St.)				<u> </u>		<u>1,141,734</u>	1,176,007	1,211,287	1,247,626	1,285,054	1,323,606	1,363,314	1,404,214	1,446,340	1,489,730	1,534,422
Payroll (Incl Mait, Tx, Benefits) Maitenance Costs	125,000 75,000	1,157	128,750	132,613	136,591	140,689	144,909	149,257	153,734	158,346	163,097	167,990	173,029	178,220	183,567	189,074
Other Operating/Administrative	25,000	694 231	77,250 25,750	79,568	81,955	84,413 1	86,946	89,554	92,241	95,008	97,858	100,794	103,818	106,932	110,140	113,444
Management Fee	49,972	463	51,471	<u>26,523</u> 53,015	27,318	<u>28,138</u> 56,244	28,982	29,851	30,747	31,669	32,619	33,598	34,606	35,644	36,713	37,815
Real Estate Taxes	75,000	694	77,250	79,568	81,955	84,413	86,946	<u>59,669</u> 89,554	<u>61,459</u> 92,241	<u>63,303</u> 95,008	65,202	67,158	69,173	71,248	73,385	75,587
Utilities - Water/Sewer	12,500	116	12,875	13,261	13,659	14,069	14,491	14,926	15,373	15,835	97,858 16,310	100,794 16,799	103,818 17,303	106,932	110,140	113,444
Insurance (Property/Liability)	90,000	833	92,700	95,481	98,345	101,296	104,335	107,465	110,689	114,009	117,430	120.952	124,581	1 <b>7,822</b> 128,318	18,357 132,168	18,907
R/R Contribution TOTAL EXPENSES	32,400	300	33,372	34,373	35,404	36,466	37,560	38,687	39,848	41,043	42,275	43,543	44,849	46,195	47,580	136,133 49,008
IOTAL EXTENSES	567,372	5,253	584,393	601,925	619,982	638,582	657,739	677,471	697,796	718,729	740,291	762,500	785,375	808,936	833,204	858,201
Net Operating Income	447,062	4,139	460,474	474,288	488,517	503,172	518,268	533,816	549,830	566,325						
							510,200		549,650	566,325	583,315	600,814	618,839	637,404	656,526	676,222
Debt Service	373,031		373,031	373,031	373,031	373,031	373,031	373,031	373,031	373,031	373.031	373,031	373,031	373,031	373,031	373,031
DSCR - Mandatory Debt _	1.20		1.23	1.27	1.31	1.35	1.39	1.43	1.47	1.52	1.56	1.61	1.66	1.71	1.76	1.81

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### FLORIDA HOUSING FINANCE CORPORATION LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development:

Development Location:

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of \_\_\_\_\_\_, commits \$\_\_\_\_\_\_ (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

### CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 07-2019)



# **LEGISLATIVE MEMORANDUM**

TO.	Henereble Meyer and Members of the City Council	
TO:	Honorable Mayor and Members of the City Council	

FROM: Terese M. Jones, City Clerk

DATE: October 17, 2019

RE: IIMC Region III Conference – January 22-24 2020 Orlando, Florida

# SUMMARY:

In accordance with Administrative Code 1-33, the following training and travel is requested to be authorized by the City Council:

City Clerk to attend the International Institute of Municipal Clerks Region III Conference to be held at the DoubleTree by Hilton Hotel in Orlando, Florida, from January 22-24, 2020.

# **REQUESTING DEPARTMENT(S):**

Legislative Department

# FISCAL IMPACT:

Cost per person is approximately \$550. Funding is available in Legislative's operating accounts 001-1110-511-4001 and 001-1110-511-5501.

# **RECOMMENDATION:**

Motion to approve travel for the City Clerk as requested.

/rs

Down to Earth And Up To Great Things



# 2020 IIMC Region III Conference Registration Form

# January 22-24, 2020 • DoubleTree by Hilton Hotel Orlando Downtown

- Complete registration form and email to *facc@flcities.com*, fax to (850) 222-3806 or mail to FACC, P.O. Box 1757, Tallahassee, FL 32302-1757. Or you may register online at *floridaclerks.org*. We accept Visa, MasterCard or checks as payment for registration fees. Make checks payable to FACC.
- Registration includes lunch on Wednesday and Thursday, all refreshment breaks and two continental breakfasts, as well as the Clerks' Night Out event. (NOTE: You must pre-register for Clerks' Night Out before November 29)
- Guest registration includes name badge, lunch on Wednesday, all refreshment breaks and two continental breakfasts.
- If you are physically challenged and require special services or if you have special dietary needs, please attach a written description to your advance registration form. For more information, contact Rachel Embleton with FACC at (850) 222-9684 or *facc@flcities.com*.

# One Registrant Per Form • Please use additional registration forms as needed.

Last Name	First Name	
Title		(As you wish it to appear on your badge.)
Address		(City, Town, Village of)
		Zip
Work Phone	Fax N	lumber
Email Address (for confirmations)		
Current Certification	CMC None	
GUEST INFORMATION		
Spouse/Guest Full Name	First Na	ame or Nickname
		(As you wish it to appear on the badge.)
Spouse/Guest Full Name	First Na	ame or Nickname (As you wish it to appear on the badge.)
Page 1 of 2	#FACCI	RegionIII2020

# REGISTRANT INFORMATION

# PAYMENT MUST ACCOMPANY EACH REGISTRATION

<b>REGISTRATION FEES</b>								
Type of Registration	Quantity	Before/On 12/13/19	On/After 12/14/19	On/After 1/13/20	Fee Paid			
Attendee		\$225.00	\$250.00	\$275.00				
Guest		\$125.00	\$150.00	\$175.00	20			
Pre-Conference Session: Athenian Dialogue		\$100.00	\$115.00	\$125.00				
	Quantity	Must Register Before 1	1/29/19					
Clerks' Night Out for Attendee (No Fee; however, there is a no-show fee of \$40)		\$0						
Clerks' Night Out for Guest	:- <u></u> :	\$50.00						
<ul> <li>Which morning session are you attending on Thursday, January 23? (ONLY CHOOSE ONE)</li> <li>Session A: Building Better Relationships: Working with Elected Officials</li> <li>Session B: Creating and Maintaining a Culture of Ethics</li> <li>Session C: If I Had a Hamper (Balancing Work and Family)</li> </ul>								
PAYMENT INFORMATIO	N							
Method of Payment: □ Ch	ieck (payabl	e to FACC)	Total Enclosed	: \$				
Visa and MasterCard accepted via online registration only.								

# #FACCRegionIII2020



# **GENERAL INFORMATION**

The 2020 International Institute of Municipal Clerks Region III Conference will be held at the DoubleTree by Hilton Hotel Orlando Downtown January 22-24, 2020.

A Pre-Conference Workshop: Athenian Dialogue will be offered (at an additional fee) on Tuesday. The conference will begin on Wednesday morning at 9:00 a.m. with a series of short vendor demonstrations on practical applications to use in your city every day. Lunch will begin at noon, followed by an opening general session and a joint educational session Wednesday afternoon. Educations sessions continue all day Thursday, with the conference concluding with the Business Meeting on Friday morning. A tentative program begins on page 6. Although unlikely, the tentative program is subject to change.

# ADVANCE REGISTRATION

All participants are encouraged to register in advance to avoid delays at the registration desk. Please complete and return the registration form, along with payment, to FACC, P.O. Box 1757, Tallahassee, FL 32302. Make your check payable to FACC. We cannot accept purchase orders. MasterCard and Visa are accepted for online registration only. Registration forms will not be processed without payment in full. When your registration is received, a confirmation of registration will be emailed to you, so please provide your email address.

# ONLINE REGISTRATION

Registration is available online by accessing FACC's website at *floridaclerks.org*. You will need a username and password. **If you have never registered for an FACC event online, please contact Rachel Embleton at (850) 222-9684 or** *rembleton@flcities.com* for your credentials.

Once you are logged in, simply fill out the online registration, click on the "submit transaction" button and your registration will automatically be sent to the FACC. You can pay online with your Visa/MasterCard, or you can mail your registration form and fees by check to FACC, P.O. Box 1757, Tallahassee, FL 32302. Registrations submitted and paid online via credit card will automatically be marked paid, and you will receive your registration confirmation immediately via email. **You are not considered registered until your payment is received and processed.** 

# REGISTRATION

The early registration fee for the 2020 IIMC Region III Conference is \$225, and payment must be postmarked on/or before Friday, December 13, 2019. This fee covers lunch on Wednesday and Thursday, all refreshment breaks and two continental breakfasts, as well as the Clerks' Night Out event. (NOTE: You must pre-register for Clerks' Night Out. There is no additional fee; however, there is a no-show fee of \$40.) The guest fee



# LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: October 17, 2019

RE: Travel Authorization- Fire

The Palm Bay Fire Rescue Department requests authorization to send seven officers/instructors to the National Fire Department Instructor's Conference held in Indianapolis, Indiana April 21-25, 2020. Registration fee includes admission to the General Sessions, critical educational seminars covering firefighter tactics, management/leadership, training practices and legal issues, and entry into the convention center trade show which provides information on apparatus, training & safety equipment and EMS vendors. The ability to send multiple personnel from various ranks ensure we capture a multitude of information that can be modified and implemented to the City of Palm Bay. The additional benefit to meet one-on-one with vendors assists the fire department in acquiring new equipment for grant funding opportunities with the intent to reduce the financial burden on the city. The total estimated cost is \$5934.82.

We would also like to send three officers to the Southern Area Engine Academy in Barberville, Florida January 11-17, 2020. Registration includes books, lodging and meals. This program will allow our personnel to learn new wildland firefighting tactics for use with our newly acquired Type 6 brush unit and operations with our two (2) water tenders in the city of Palm Bay. The total estimated cost is \$1440.00.

**REQUESTING DEPARTMENT:** Fire Rescue Department

**FISCAL IMPACT:** All travel is budgeted in Fire Rescue Training and Travel

Down to Earth And Up To Great Things

Mayor and Council: Travel Authorization- Fire October 17, 2019 P a g e | **2** 

# **RECOMMENDATION:**

Motion to authorize travel for Fire personnel as stated above.

Attachments:

(all available upon request)

- 1) Travel Request A. Gianantonio
- 2) Travel Request G. Hall
- 3) Travel Request J. Mellace
- 4) Travel Request B. McKee
- 5) Travel Request M. St. Pierre
- 6) Travel Request S. Durfee
- 7) Travel Request K. Mitchell
- 8) Travel Request C. Rogers
- 9) Travel Request T. Niles
- 10) Travel Request A. Barna

LH/mp

Down to Earth And Up To Great Things



# CITY OF PALM BAY, FLORIDA

Control #\_

Request Date: 9/23/2019

**Travel Request/Advance Request** 

Contact/Ext Marvena Petty 4676

Name:	Anthony Giar	nantonio	Destination:	Barberville, F	FL.		
20 - SIN				Departure	8	Return	
Department/[	)ivision:	Fire Rescue	Date of:	4/21/2020	l	4/25/2020	
Account To E	Be Charged:		Time of:	12:00 PM		8:00 PM	
Account To E		4001- \$2448.70 4002- \$247.0			ileage reimburs	sement	\$3,315.70
		onference, School or Other Reason) - Al	TTACH ITINER	ARY			
To attend F	ire Departmer	nt Instructors' Conference					
			Date Approv	ed By Council	I:		
Transportat	tion: boldface	POV - Estimated Mileage			City Vehicle	<u> </u>	
or circle choi		Common Cari	rier (comple	- te helow)	-		
			· ·		1		
	EXPENSES	VENDOR/ADDRESS	EXPLA	NATION	AMOUNT	FINANCE U	
Registration						Vendor #	Check #
	_ ,	Pennwell Corp -	Conference F	Registration			
Due Date	P-card	FDIC International					Date
		'					
Hand Carry	Y N	<b>↓</b> ′			\$620,00		
Lodging		Home Away, whole house rental		<b>*</b> 200.00		Vendor #	Check #
Due Data	0	Home Away - whole house rental Sharing with Hall, Mellace,	Rate	\$290.00			_
Due Date	P-card	Makes Ot Diama Durfee and			AL 540.00		Date
Land Corne	V N	Mitchell	# Nights	4	\$1,549.00		
Hand Carry	Y N					Maria da a di	01 -1 4
Common Ca		Expedia				Vendor #	Check #
(if applicable Due Date		Expedia					Data
Due Date	P-card	4 !					Date
Hand Carry	Y N				\$334.02		
Other Expension					ψυυτ.υε	Vendor #	Check #
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Due Date	P-card						Date
		1 /					5010
Hand Carry	Y N				\$388.08		
Other Expen	ses					Vendor #	Check #
			Parking @ Or	rlando Airport			
Due Date	P-card	Whiz	and parking a	at the			Date
			Convention		\$177.60		
Hand Carry	Y N						
F	PER DIEM ADV	ANCE: Advanced or Upon Retu	urn (circle on	e)			
	Refer to w	ww.gsa.gov for rates - attach pro	oof of rate			Vendor #	Check #
	(	(Lodging prepaid - receipt required)	)				
Breakfast	4	@\$13.00=	\$52.00				Date
Lunch	4	@ \$15.00 =	\$60.00				
Dinner	5	@ \$23.00 =	\$115.00				
Incidentals	4	@ \$5.00 =	\$20.00				
					\$247.00		

# Department Head

-<u>24</u>-19 Date

Finance

Date

(if applicable)

TRAVEL APPROVALS

**City Manager** 



# **2020 Conference Pricing**

#### What's Included?

With many registration options available, make sure you select the right package to make the most of your time in Indianapolis. See below for what's included in each package!

If you are still not sure what package is right for you, take our quiz! (https://pennwell.box.com/shared/static/upkhus12u1qa7im6a45u0bst6tbkpu4p.pdf)

REGISTRATION TYPE	HANDS-ON TRAINING (H.O.T.) EVOLUTIONS & PRE-CONFERENCE WORKSHOPS	OPENING CEREMONIES	CLASSROOM SESSIONS	EXHIBIT HALL ACCESS	EARLY BIRD PRICING (Unlil March 6, 2020)	REGULAR PRICING
HANDS-ON TRAINING (H.O.T.) EVOLUTIONS WITH FULL CONFERENCE Includes Opening Ceremonies, 3-days of Exhibit Hall Access and Classroom Sessions. Access to register for Hands-on Training (H.O.T.) Evolutions and Pre-Conference Workshops.	\$\$*	x	x	X	\$620*	\$695*
Pricing DOES NOT include additional costs for each individual Hands-on Training (H.O.T.) Evolutions and Pre-Conference Workshops, see pricing information below.						
HANDS-ON TRAINING (H.O.T.) EVOLUTIONS & PRE- CONFERENCE WORKSHOPS ONLY Includes 3-days of Exhibit Hall Access. Access to register for Hands-on Training (H.O.T.) Evolutions and Pre-Conference Workshops. DOES NOT INCLUDE CLASSROOM SESSIONS.	\$\$*	-	-	X	\$315*	\$370*
*Pricing DOES NOT include additional costs for each individual Hands-on Training (H.O.T.) Evolutions and Pre-Conference Workshops, see pricing information below.						
INDIVIDUAL FULL CONFERENCE Includes Opening Ceremonies, 3-days of Exhibit Hall Access and 3-days of Classroom Sessions		X	x	X	\$620	\$695
ONE-DAY CONFERENCE Includes Opening Ceremonies, 3-days of Exhibit Hall Access and 1-day of Classroom Sessions		x	X	x	\$380	\$430
EXHIBITS PACKAGE Includes 3-days of Exhibit Hall Access ONLY	-	-	-	X	\$60	\$75
ONE-DAY EXHIBITS Includes 1-day of Exhibit Hall Access ONLY				x	\$45	\$50

# **Group Plans**

Pricing applies to Hands-on Training (H.O.T.) Evolutions with Full Conference and Full Conference packages only Access to register for Hands-On Training (H.O.T.) Evolutions.

\*Pricing DOES NOT include additional costs for each individual Hands-on Training (H.O.T.) Evolutions or Pre-Conference Workshops, see pricing to the right.

Group Plans	Early Bird Per Person Cost	Early Bird Total	Regular Per Person Cost	Regular Total
Group 10	\$595	\$5,950	\$665	\$6,650
Group 20	\$570	\$11,400	\$635	\$12,700
Group 30	\$545	\$16,350	\$610	\$18,300
Group 40+	\$530	\$21,200	\$595	\$23,800

If you are interested in purchasing a group plan, contact Cruz Alvarado at cruz alvarado@clarionevents.com (mailto:cruz.alvarado@clarionevents.com) or 203-580-8706 to provide basic information and pay via credit card over the phone or send in your payment. Once payment for your group is received, you'll be given one code for that you will distribute to the correct number of people within the allotment. The code will show \$0 pricing,

as long as the allotment hasn't been met-



# **2020 Event Schedule**

\*\*Times are tentative and subject to change

### Sunday, April 19, 2020

3:00 PM - 7:00 PM

Registration Open, Indiana Convention Center

### Monday, April 20, 2020

6:00 AM - 5:00 PM	Registration, Indiana Convention Center
6:30 AM	Hands-on Training (H,O,T.) Evolutions Bus Loading, Indiana Convention Center - Wabash W Lobby
8:00 AM - 5:00 PM	Hands-on Training (H,O,T.) Evolutions
8:00 AM - 5:30 PM	Pre-Conference Workshops, Indiana Convention Center
12:00 PM	Hands-on Training (H.O.T.) Evolutions Bus Loading Indiana Convention Center - Wahesh W.Lobby

### Tuesday, April 21, 2020

6:00 AM - 5:00 PM	Registration, Indiana Convention Center
6:30 AM	Hands-on Training (H.O.T.) Evolutions Bus Loading, Indiana Convention Center - Wabash W Lobby
8:00 AM - 5:00 PM	Hands-on Training (H.O.T.) Evolutions
8:00 AM - 5:30 PM	Pre-Conference Workshops, Indiana Convention Center
12:00 PM	Hands-on Training (H.O.T.) Evolutions Bus Loading, Indiana Convention Canter - Wabash W Lobby

## Wednesday, April 22, 2020

7:00 AM - 6:00 PM	Registration, Indiana Convention Center and Lucas Oil Stadium
8:00 AM - 10:00 AM	Opening Ceremony, Part 1, Indiana Convention Center - Sagamore Ballroom
10:30 AM - 7:15 PM	Classroom Sessions, Indiana Convention Center and Lucas Oil Stadium

### Thursday, April 23, 2020

7:30 AM - 5:00 PM	Registration, Indiana Convention Center and Lucas Oil Stadium
8:00 AM - 10:00 AM	Opening Ceremony, Part 2, Indiana Convention Center - Sagamore Ballroom
10:30 AM - 5:15 PM	Classroom Sessions, Indiana Convention Center and Lucas Oil Stadium
11:00 AM 5:30 PM	Exhibit Hall Open, Lucas Oil Stadium/Connector
12:00 PM - 5:30 PM	Exhibit Hall Open, Indiana Convention Center and Outdoor Exhibits & Demo Area

### Friday, April 24, 2020

8:00 AM - 5:00 PM	Registration, Indiana Convention Center and Lucas Oil Stadium
8:30 AM - 12:15 PM	Classroom Sessions, Indiana Convention Center and Lucas Oil Stadium
9:00 AM - 5:00 PM	Exhibit Hall Open, Lucas Oil Stadium/Connector and Outdoor Exhibits & Demo Area
10:00 AM - 5:00 PM	Exhibit Hall Open, Indiana Convention Center

### Saturday, April 25, 2020

8:00 AM - 1:00 PM 9:00 AM - 1:00 PM

Registration, Indiana Convention Center and Lucas Oil Stadium Exhibit Hall Open, Indiana Convention Center, Lucas Oil Stadium/Connector and Ouldoor Exhibits & Demo Area



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OWNED AND PRODUCED BY:

EVENTS:

MEDIA:

# HomeAway\*

#### Trip Boards(https://www.homeaway.com/tripboard)

Inbox(https://www.homeaway.com/traveler/th/inbox)

≡

View details



Check In Apr 21 Check Out Apr 25



\$297 per night



#### ⊘ Your dates are available

Marv... 🗸

Check In Apr 21	Check Out Apr 25
Guests 8 guests	
otal	\$1,524.59

Includes taxes and fees

Book Now

TravelStaytion Ask Manager a Question

For booking assistance, call HomeAway at 888-829-7076 Property # 10327532

Overview Amenities Reviews Map Availability

off

#### Brand New 4 Bedroom Luxury Home in Indy!

House • 186 m²	FRICNDS AND
AR Sleeps: 16	Изгонация
Bedrooms: 4	
④ Bathrooms: 2	Compared to the second of the
Min Stay: 1 - 2 nights	Fall Creek Place, Indianapolis, IN, USA + 2.5 mi to Indianapolis center

Instant Confirmation TV Satellite or Cable Heater

Welcome! This new beautiful 4 bedroom, 2.5 bath home in Indianapolis is the perfect getaway only minutes from all the excitement the city has to offer! Make yourself at home and enjoy a gourmet kitchen, Netflix, spacious backyard, and so much more!

#### The Space:

Indianapolis fun awaits you in this brand new (built early summer 2019) home! You will be one of our first guests! Featuring super spacious 4 bedrooms and 2.5 baths, a fully loaded kitchen wit brand new appliances, brand new beds with super comfortable new mattresses and linens and more. View more

#### Bedrooms

Bedrooms: 4 AS Sleeps: 16

#### **Property Manager**

TravelStaytion Member Since 2013

Languages: English, Italian, Greek

Ask Manager a Question

### Amenities

#### Featured

D TV Satellite or Cable

Bathrooms

2 Bathrooms

#### General

Heating Clothes Dryer

#### Kitchen

Dishwasher	Oven	Grill
Refrigerator	Microwave	

80 Heater

#### Entertainment

Satellite / Cable

#### House Rules

Check-in: 4:00 PM Check-out: 10:00 AM

No parties/events

No smoking

No pets

Children allowed

Minimum age of primary renter: 18

Max guests: 16

#### **0** Reviews

This property doesn't have any reviews yet.

Мар

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Booking summary		
⊘ Your dates are availabl	e	
Check In Apr 21	Check Out Apr 25	
Guests 8 guests		
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Cleaning		\$208.80
õervice Fee 🌘		\$126.02
Fotal		\$1,524.59
	Your payment is	\$1,524.59
	Continue booking	
	Continue booking	

Expedia <sup>®</sup>	♥ <u>1</u>
	Add your property Account ❤ My Lists  My Trips Support ❤ Español 简体中文
Flights Hotels	Bundle and Save Cars Cruises Things to Do Vacation Rentals Deals Rewards Mobile
Review your tr	ip
Trip Summar Trip Summary <b>&gt;</b>	У
	Trip Total: <b>\$334.</b> 02
Rates are quoted in US	
♣ 59211 customer	s protected their flight in the last 7 days. Add flight protection when you check out.
Tue, Apr 21	From Orlando Intl. (MCO) To Indianapolis Intl. (IND)

3:00pm 5:30pm 2h 30m, Nonstop  $\rightarrow$ мсо IND Fare Rules and Restrictions: · Pay to choose your seat · Pay to bring a carry-on bag Show flight and baggage fee details \* From Indianapolis Intl. (IND) Sat, Apr 25 То Orlando Intl. (MCO) 🙈 Delta 12:30pm → 6:31pm 6h 1m, 1 stop IND мсо ATL Fare Rules and Restrictions: · Airline assigns seats Bring a carry-on bag

< Change flights

### Upgrade your flight

spirit Airlines

Get more comforts and benefits by adding an upgrade.



Show flight and baggage fee details \$

Indianapolis Intl. (IND) → Orlando Intl. (MCO) 6h 1m • Relax while packing! Get free bags

- Choose seats at no extra charge
- Enjoy complimentary snacks
- Enjoy companientary

Show upgrades 🕿

from + \$35.33 for all travelers

Included

Basic Economy

Cabin: Economy/Coach

- Checked Bags
- × Seat Choice
- Carry On Bag
- × Cancellation
- × Changes

# AVR VAN RENTAL

# Reservation # IND-1020503

AIRPORT VAN RENTAL, AVR 8639 W. WASHINGTON ST. INDIANAPOLIS, IN 46231 (317) 399-5247

### Bill To

## **Renter Information**

Marvena Petty City of Palm Bay

DL:

Renter's Ins:

### Reservation Summary

Vehicle Class Reserved: FVAR Pickup Date/Time: 04/21/2020 17.00 Renting Location: IND AIRPORT VAN RENTAL, AVR 8639 W. WASHINGTON ST. INDIANAPOLIS, IN 46231 (317) 399-5247

Due Back Date/Time: 04/25/2020 8.00 Check-In Location: IND AIRPORT VAN RENTAL, AVR 8639 W. WASHINGTON ST. INDIANAPOLIS, IN 46231 (317) 399-5247

### Charge Summary

Description	Charged	Rate	Per	Amount
RPFallback: Fallback Hourly		34.	60 hour	.00
RPFallback: Fallback Daily		207.60 day		.00
RPDaily: Hour		17.	30 hour	.00
RPDaily: Day	4 @	85.	.00 day	340.00
Net T&M			-	340.00
COUNTY EXCISE TAX		6.0	)00%	20.40
IND STATE EXCISE TAX		4.0	008	13.60
Transport Fee	1 @	4.	00 unit	4.00
Vehicle Lic Fee	4 @	2.	.52 day	10.08
Subtotal of Other Charges			-	48.08
Estimated Charges				388.08

## **Cheap**AirportParking

Best Parking Lots at Lowest Rates

#### Final step: Complete your reservation

Please enter the email where you	would like to receive your confirmation	Reservation Summary
Email address		Orlando Airport Marriott Self Parking
Password (optional) To create account or log in to existing one		MARRIOTT       7499 Augusta National Dr     Map       Orlando, FL 32822     Map
Payment Method		Parking from: Tue, Apr 21 - 12:00 PM Parking to: Sat, Apr 25 - 7:00 PM
Credit Card Number		✓ FREE cancellation
Cardholder Name		Airport Parking \$40.00
Expiration Date	January 🗸 2020 🗸	Taxes & Airport fees \$8.60 Total \$48.60
	scounts and special offers occasionally.	Pay Now \$48.60 Due at Lot \$0.00
	charged to your credit card. SERVE PARKING	

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CheapAirport Best Parking Lots at Lowest Rales



4

	e your parking reservation			ORDER TOTAL \$4300	X3=
10 S. We	est St JW Marriott Indianapo	e Time Same Price			(\$179.00
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				About This Facility	
Payme	nt Method			Well-maintained roofed parking lot at the JW Marriott in Indianapolis. Conveniently located	
Payment (	Cards Accepted		PayPal	near the Indiana Convention	
				MORE ABOUT THIS FACILITY 🖌	



Control #\_\_

**Travel Request/Advance Request** 

Request Date: 9/23/2019 Contact/Ext Marvena Petty 4676

Name: Gaius Hall		Destination:	Indianapolis	, Indiana		
Design (D) is in	Circ Descus		Departure	1 1	Return	I
Department/Division:	Fire Rescue	Date of:	4/21/2020		4/25/2020	
Account To Be Charged:	4001- \$334.02	Time of:	12:00 PM		8:00 PM	
Account To Be Charged:			Cost: before m	ileage reimbu	rsement	\$334.02
	onference, School or Other Reason)	ATTACH ITINE	RARY			
To attend Fire Departme	ent Instructors' Conference					
		Date Approv	ved By Counc	il;		
Transportation: boldface	POV - Estimated Mileage			City Vehicle		
or circle choice(s)	Common Car	rier (comple	_ ete below)	·		
			ete below/			
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLA	ANATION	AMOUNT	FINANCE L	JSE ONLY
Registration					Vendor #	Check #
Due Date						Date
Hand Carry Y N						
Lodging					Vendor #	Check #
	Sharing with Gianantonio	Rate				
Due Date						Date
	1	# Nights				
Hand Carry Y N			-			
Common Carrier					Vendor #	Check #
(if applicable)						
Due Date P-card	]					Date
	Expedia			\$334.02		
Hand Carry Y N						
Other Expenses					Vendor #	Check #
Due Date						Date
	]					
Hand Carry Y N						
Other Expenses					Vendor #	Check #
Due Date	_					Date
			1			
Hand Carry Y N						
	ANCE: Advanced or Upon Ret	•	ne)			
	ww.gsa.gov for rates - <u>attach pr</u>				Vendor #	Check #
	(Lodging prepaid - receipt required	1)	1			
Breakfast	@ \$13.00 =	\$0.00				Date
Lunch	@ \$15.00 =	\$0.00				
Dinner	@ \$23.00 =	\$0.00				
Incidentals	A = 44	\$0.00				
			1	\$0.00		

TRAVEL APPROVALS

Department Head

9-24-19 Date

Finance

Date

(if applicable)

City Manager

Date

(ATTACH TO EXPENSE REPORT UPON RETURN)



Add your property Account Y My Lists My Trips Support Y Español 简体中文

Flights Hotels Bundle and Save Cars Cruises Things to Do Vacation Rentals Deals Rewards Mobile

#### Review your trip

#### **Trip Summary**

Trip Summary >

Rates are quoted in US dollars

Trip Total: \$334.02

& 59211 customers protected their flight in the last 7 days. Add flight protection when you check out.

Tue, Apr 21     From To       •••••••     Spirit Airlines		lo Intl. (MCO) apolis Intl. (IND)	
<b>3:00pm</b> мсо	→	5:30pm	2h 30m, Nonstop
Fare Rules and Restrictions	:		
<ul> <li>Pay to choose your seat</li> <li>Pay to bring a carry-on b</li> </ul>			
Show flight and baggage fe	e details ¥		
Sat, Apr 25 To	Orland	o Intl. (MCO)	
12:30pm	→	<b>6:31pm</b> MCO	6h 1m, 1 stop ATL
Fare Rules and Restrictions	:		
<ul><li>Airline assigns seats</li><li>Bring a carry-on bag</li></ul>			
Show flight and baggage fee	e details ¥		
Change flights			

#### Upgrade your flight

Get more comforts and benefits by adding an upgrade.



Indianapolis Intl. (IND) → Orlando Intl. (MCO) 6h 1m • Relax while packing! Get free bags

- Choose seats at no extra charge
- Enjoy complimentary snacks

Show upgrades 🕿

from + \$35.33 for all travelers

Included

- Basic Economy
   Cabin: Economy/Coach
  - S Checked Bags
  - × Seat Choice
  - Carry On Bag
  - × Cancellation
  - × Changes



Control #\_\_\_

Request Date: 9/23/2019

Travel Request/Advance Request

Contact/Ext Marvena Petty 4676

Name:	John Mellace	)	Destination:	Indianapolis	, Indiana		
				Departure		Return	í
Department/I	Division:	Fire Rescue	Date of:	4/21/2020		4/25/2020	
Account To E	Be Charged:	131-6070-5525501 \$620.00	Time of:	12:00 PM		8:00 PM	
Account To E		4001-\$334.02 4002-\$247.00			ileage reimbur	sement	\$1,201.02
		nference, School or Other Reason) - A	TTACH ITINER	ARY			
To attend F	ire Departme	nt Instructors' Conference					
			Date Approv	ed By Counci	l:		
Transporter	ion: boldface	POV - Estimated Mileage			City Vehicle	Э	
or circle choi		Common Car		- te below)	-		
PREPAID	EXPENSES	VENDOR/ADDRESS	EXPLA	NATION	AMOUNT	FINANCE L	ISE ONLY
Registration						Vendor #	Check #
		Pennwell Corp -	Conference F	Registration			
Due Date	P-card	FDIC International					Date
Hand Carry	Y N				\$620.00		
Lodging						Vendor #	Check #
	_	Sharing with Gianantonio	Rate				
Due Date	P-card	4					Date
			# Nights				
Hand Carry	Y N						
Common Ca						Vendor #	Check #
(if applicable	-	Expedia					
Due Date	P-card						Date
					<b>*</b> ***		
Hand Carry	Y N		-		\$334.02	Mandard	
Other Expen	ses					Vendor #	Check #
Due Date							Data
Due Dale							Date
Hand Carry	Y N						
Other Expen						Vendor #	Check #
	363					vendor #	CHECK #
Due Date							Date
Due Date							Date
Hand Carry	Y N						
		ANCE: Advanced or Upon Ret	urn (circle on	e)			
		ww.gsa.gov for rates - attach pro	•			Vendor #	Check #
	(	Lodging prepaid - receipt required	)				
Breakfast	4		, \$52.00				Deta
Lunch	4	@ <u>\$13.00</u> = @ \$15.00 =	\$52.00 \$60.00				Date
Dinner		@ \$23.00 =	\$115.00				
Incidentals	4	@ \$5.00 =	\$20.00				
					\$247.00		

Department Head

<u>9-24-19</u> Date

Finance

Date

(if applicable)

TRAVEL APPROVALS

City Manager



#### **2020 Conference Pricing**

#### What's Included?

With many registration options available, make sure you select the right package to make the most of your time in Indianapolis. See below for what's included in each package!

If you are still not sure what package is right for you, take our quiz! (https://pennwell.box.com/shared/static/upkhus12u1qa7im6a45u0bst6tbkpu4p.pdf)

REGISTRATION TYPE	HANDS-ON TRAINING (H.O.T.) EVOLUTIONS & PRE-CONFERENCE WORKSHOPS	OPENING CEREMONIES	CLASSROOM SESSIONS	EXHIBIT HALL ACCESS	EARLY BIRD PRICING (Until March 6, 2020)	REGULAR PRICING (After March 6, 2020)
HANDS-ON TRAINING (H.O.T.) EVOLUTIONS WITH FULL CONFERENCE Includes Opening Ceremonies, 3-days of Exhibit Hall Access and Classroom Sessions. Access to register for Hands-on Training (H.O.T.) Evolutions and Pre-Conference Workshops.	\$\$*	x	X	X	\$620*	\$695*
*Pricing <b>DOES NOT</b> include additional costs for each individual Hands-on Training (H.O.T.) Evolutions and Pre-Conference Workshops, see pricing information below.						
HANDS-ON TRAINING (H,O.T.) EVOLUTIONS & PRE- CONFERENCE WORKSHOPS ONLY Includes 3-days of Exhibit Hall Access, Access to register for Hands-on Training (H.O.T.) Evolutions and Pre-Conference Workshops, DOES NOT INCLUDE CLASSROOM SESSIONS.	\$\$*	-	-	X	\$315*	\$370*
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INDIVIDUAL FULL CONFERENCE Includes Opening Ceremonies, 3-days of Exhibit Hall Access and 3-days of Classroom Sessions		x	X	X	\$620	\$695
ONE-DAY CONFERENCE Includes Opening Ceremonies, 3-days of Exhibit Hall Access and 1-day of Classroom Sessions	-	x	x	X	\$380	\$430
EXHIBITS PACKAGE Includes 3-days of Exhibit Hall Access ONLY	-	-	-	X	\$60	\$75
ONE-DAY EXHIBITS Includes 1-day of Exhibit Hall Access ONLY	-	•	-	X	\$45	\$50

#### **Group Plans**

Pricing applies to Hands-on Training (H.O.T.) Evolutions with Full Conference and Full Conference packages only. Access to register for Hands-On Training (H.O.T.) Evolutions.

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Group Pla	ns	Early Bird Per Person Cost	Early Bird Total	Regular Per Person Cost	Regular Total
Group 1	0	\$595	\$5,950	\$665	\$6,650
Group 2	D	\$570	\$11,400	\$635	\$12,700
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If you are interested in purchasing a group plan, contact Cruz Alvarado at cruz.alvarado@clarionevents.com (mailto:cruz.alvarado@clarionevents.com) or 203-580-8706 to provide basic information and pay via credit card over the phone or send in your payment. Once payment for your group is received,

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7:00 AM - 6:00 PM	Registration, Indiana Convention Center and Lucas Oil Stadium
8:00 AM - 10:00 AM	Opening Ceremony, Part 1, Indiana Convention Center - Sagamore Ballroom
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12:00 PM - 5:30 PM	Exhibit Hall Open, Indiana Convention Center and Outdoor Exhibits & Demo Area

#### Friday, April 24, 2020

8:00 AM - 5:00 PM	Registration, Indiana Convention Center and Lucas Oil Stadium
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9:00 AM - 5:00 PM	Exhibit Hall Open, Lucas Oil Stadium/Connector and Ouldoor Exhibits & Demo Area
10:00 AM - 5:00 PM	Exhibit Hall Open, Indiana Convention Center

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8:00 AM - 1:00 PM	Registration, Indiana Convention Center and Lucas Oil Stadium
9:00 AM - 1:00 PM	Exhibit Hall Open, Indiana Convention Center, Lucas Oil Stadium/Connector and Outdoor Exhibits & Demo Area



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OWNED A	ND	PRODUCED	BA:

EVENTS:

MEDIA:

Expedia <sup>®</sup>
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V 1

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Flights Hotels Bundle and Save Cars Cruises Things to Do Vacation Rentals Deals Rewards Mobile

#### **Review your trip**

#### **Trip Summary**

Trip Summary ¥

Rates are quoted in US dollars

Trip Total: \$334.02

& 59211 customers protected their flight in the last 7 days. Add flight protection when you check out.

Tue, Apr 21		ndo Intl. (MCO) napolis Intl. (IND)	
eptrtt Spirit Airli	nes		
<b>3:00pm</b> мсо	$\rightarrow$	5:30pm	2h 30m, Nonstop
Fare Rules and Rest	rictions:		
<ul><li> Pay to choose yo</li><li> Pay to bring a case</li></ul>			
Show flight and bage	age fee details ¥		
📥 Delta	To Orlan	do Intl. (MCO)	
12:30pm	$\rightarrow$	<b>6:31pm</b> MCO	6h 1m, 1 stop
Fare Rules and Rest	rictions:		
<ul><li>Airline assigns se</li><li>Bring a carry-on b</li></ul>			
Show flight and bagg	lage fee details ¥		
	0		

#### Upgrade your flight

Get more comforts and benefits by adding an upgrade.



Indianapolis Intl. (IND) → Orlando Intl. (MCO) 6h 1m • Relax while packing! Get free bags

- Choose seats at no extra charge
- Enjoy complimentary snacks
- Show upgrades 🛠

from + \$35.33 for all travelers

Basic Economy

Cabin: Economy/Coach S Checked Bags

- × Seat Choice
- ✓ Carry On Bag
- × Cancellation
- × Changes

#### Included



Control #\_\_\_

Request Date: 9/23/2019

Travel Request/Advance Request

Contact/Ext Marvena Petty 4676

Name: Brandon Mc	Кее	Destination:	Indianapolis	, Indiana		
			Departure		Return	
Department/Division:	Fire Rescue	Date of:	4/21/2020	l l	4/25/2020	ĺ
Account To Be Charged:	131-6070-5525501 \$620.00	Time of:	12:00 PM	[]	8:00 PM	
Account To Be Charged:	4001-\$334.02 4002-\$247.00			ileage reimburs	sement	\$1,201.02
	onference, School or Other Reason) - A	TTACH ITINER	ARY			
To attend Fire Departme	nt Instructors' Conference					
		Date Approv	ved By Counci	l:		
Transportation: boldface	POV - Estimated Mileage			City Vehicle	Э	
or circle choice(s)	Common Car	rier (comple	to below)	-		
	1	1		r r		
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLA	NATION	AMOUNT	FINANCE U	
Registration					Vendor #	Check #
	Pennwell Corp -	Conference F	Registration			
Due Date P-card	FDIC International					Date
Hand Carry Y N				\$620.00		
Lodging					Vendor #	Check #
	Sharing with Gianantonio	Rate				
Due Date P-card	4			Í		Date
		# Nights				
Hand Carry Y N						
Common Carrier					Vendor #	Check #
(if applicable)	Expedia		-			
Due Date P-card	4			Í		Date
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Other Expenses					Vendor #	Check #
Due Date	4			í		Date
				í		
Hand Carry Y N						
Other Expenses				Í	Vendor #	Check #
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Due Date	4					Date
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	ANCE: Advanced or Upon Ret	urn (circle on				
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	(Lodging prepaid - receipt required				Venuor #	UICUN #
Breakfast4	@ \$13.00 =	\$52.00		Í [		Date
Lunch <u>4</u> Dinner 5	= $(@)$ $($15.00)$ $=$ $($22.00)$ $=$	\$60.00 \$115.00				
Incidentals 4	@\$23.00 = @\$5.00 =	\$115.00 \$20.00				
	- <u>-</u>	Ψ20.00		\$247.00		

#### TRAVEL APPROVALS



9-24-19 Date

Finance

Date

(if applicable)

City Manager



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EXHIBITS PACKAGE Includes 3-days of Exhibit Hall Access ONLY	-		-	X	\$60	\$75
ONE-DAY EXHIBITS Includes 1-day of Exhibit Hall Access ONLY	-	8 <b></b>	-	x	\$45	\$50

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#### Friday, April 24, 2020

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9:00 AM - 5:00 PM	Exhibit Hall Open, Lucas Oil Stadium/Connector and Outdoor Exhibits & Demo Area
10:00 AM - 5:00 PM	Exhibit Hall Open, Indiana Convention Center

#### Saturday, April 25, 2020

8:00 AM -- 1:00 PM 9:00 AM -- 1:00 PM

Registration, Indiana Convention Center and Lucas Oil Stadium Exhibit Hall Open, Indiana Convention Center, Lucas Oil Stadium/Connector and Outdoor Exhibits & Demo Area



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#### **Review your trip**

#### **Trip Summary**

Trip Summary >

Rates are quoted in US dollars

Trip Total: \$334.02

😃 59211 customers protected their flight in the last 7 days. Add flight protection when you check out.

	o India	ndo Intl. (MCO) napolis Intl. (IND)	
<b>3:00pm</b> мсо	$\rightarrow$	5:30pm	2h 30m, Nonstop
Fare Rules and Restriction	ons:		
<ul> <li>Pay to choose your se</li> <li>Pay to bring a carry-o</li> </ul>			
Show flight and baggage	fee details >		
Delta		do Intl. (MCO)	
12:30pm	→	<b>6:31pm</b> мсо	6h 1m, 1 stop ATL
Fare Rules and Restriction	ons:		
<ul><li>Airline assigns seats</li><li>Bring a carry-on bag</li></ul>			
Show flight and baggage	fee details \$		
Change flights			

#### Upgrade your flight

Get more comforts and benefits by adding an upgrade.



Indianapolis Intl. (IND) → Orlando Intl. (MCO) 6h 1m

- Relax while packing! Get free bags
- Choose seats at no extra charge
- Enjoy complimentary snacks

Show upgrades 🛪

from + \$35.33 for all travelers

Included

Basic Economy

Cabin: Economy/Coach

- 6 Checked Bags
- × Seat Choice
- ✓ Carry On Bag
- × Cancellation
- × Changes



Control #

Request Date: 9/23/2019

Travel Request/Advance Request

Contact/Ext Marvena Petty 4676

Name: Matthew St.	Pierre	Destination:	Indianapolis,	Indiana		
			Departure	_	Return	
Department/Division:	Fire Rescue	Date of:	4/21/2020	[	4/25/2020	
Account To Be Charged:	131-6070-5525501 \$620.00	Time of:	12:00 PM	[	8:00 PM	
Account To Be Charged:	4001-\$334.02 4002-\$247.00	Estimated	Cost: before mi	leage reimburs	sement	\$1,201.02
Purpose of Travel (Specify Co	nference, School or Other Reason) - A	TTACH ITINER	ARY			
To attend Fire Department	nt Instructors' Conference					
		Date Approv	ed By Counci	;		
<b>T</b>	POV - Estimated Mileage			City Vehicle		
Transportation: boldface or circle choice(s)	Common Car			,		
		rier (comple	te below)			
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLA	NATION	AMOUNT	FINANCE U	SE ONLY
Registration					Vendor #	Check #
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Due Date P-card	FDIC International					Date
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Lodging					Vendor #	Check #
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Due Date P-card						Date
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Hand Carry Y N						
Common Carrier					Vendor #	Check #
(if applicable)	Expedia					
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Hand Carry Y N				\$334.02		
Other Expenses					Vendor #	Check #
Due Date						Date
Hand Carry Y N						
Other Expenses					Vendor #	Check #
Due Date						Date
Hand Carry Y N						
	ANCE: Advanced or Upon Ret	•	ie)			
	ww.gsa.gov for rates - <u>attach pre</u>				Vendor #	Check #
	(Lodging prepaid - receipt required	)				
Breakfast 4	@\$13.00=	\$52.00				Date
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Dinner 5	@ \$23.00 =	\$115.00				
Incidentals 4	@\$5.00 =	\$20.00				
				\$247.00		

#### TRAVEL APPROVALS



9-24-19 Date

Finance

Date

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**City Manager** 



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12:00 PM	Hands-on Training (H.O.T.) Evolutions Bus Loading, Indiana Convention Center - Wabash W Lobby

#### Wednesday, April 22, 2020

7:00 AM - 6:00 PM	Registration, Indiana Convention Center and Lucas Oil Stadium
8:00 AM ~ 10:00 AM	Opening Ceremony, Part 1, Indiana Convention Center - Sagamore Ballroom
10:30 AM - 7:15 PM	Classroom Sessions, Indiana Convention Center and Lucas Oil Stadium

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12:00 PM - 5:30 PM	Exhibit Hall Open, Indiana Convention Center and Outdoor Exhibits & Demo Area

#### Friday, April 24, 2020

8:00 AM - 5:00 PM	Registration, Indiana Convention Center and Lucas Oil Stadium
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10:00 AM - 5:00 PM	Exhibit Hall Open, Indiana Convention Center

#### Saturday, April 25, 2020

8:00 AM - 1:00 PM 9:00 AM - 1:00 PM

Registration, Indiana Convention Center and Lucas Oil Stadium Exhibit Hall Open, Indiana Convention Center, Lucas Oil Stadium/Connector and Outdoor Exhibits & Demo Area



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OWNED AND PRODUCED BY:

EVENTS:

MEDIA:



Add your property Account \* My Lists My Trips Support \* Español 简体中文

Flights Hotels Bundle and Save Cars Cruises Things to Do Vacation Rentals Deals Rewards Mobile

#### **Review your trip**

#### **Trip Summary**

Trip Summary ¥

Rates are quoted in US dollars

Trip Total: \$334.02

😃 59211 customers protected their flight in the last 7 days. Add flight protection when you check out.

phit Spirit Airlines			
<b>3:00pm</b> мсо	$\rightarrow$	5:30pm	2h 30m, Nonstop
Fare Rules and Restriction	ins:		
<ul><li>Pay to choose your se</li><li>Pay to bring a carry-or</li></ul>			
	om India	napolis Intl. (IND) do Intl. (MCO)	
Jal. Auf Zj	om India	napolis Intl. (IND)	
Sat, Apr 25	om India	napolis Intl. (IND)	<b>6h 1m, 1 stop</b> ATL
Sat, Apr 25 Fi To Delta 12:30pm	rom Indian o Orlan →	napolis Intl. (IND) Ido Intl. (MCO) 6:31pm	
Sat, Apr 25 Delta 12:30pm	rom Indian o Orlan →	napolis Intl. (IND) Ido Intl. (MCO) 6:31pm	

#### Upgrade your flight

Get more comforts and benefits by adding an upgrade.



Indianapolis Intl. (IND) -> Orlando Intl. (MCO) 6h 1m

- Relax while packing! Get free bags
- Choose seats at no extra charge
- Enjoy complimentary snacks

Show upgrades \*

from + \$35.33 for all travelers

Included

Basic Economy

Cabin: Economy/Coach

- Checked Bags
- × Seat Choice
- Carry On Bag
- × Cancellation
- × Changes



Control #

Request Date: 9/23/2019

Travel Request/Advance Request

Contact/Ext Marvena Petty 4676

Name: Sandra Durfe	96	Destination:	Indianapolis	, Indiana		
			Departure		Return	
Department/Division:	Fire Rescue	Date of:	4/21/2020		4/25/2020	
Account To Be Charged:	131-6070-5525501 \$620.00	Time of:	12:00 PM		8:00 PM	
Account To Be Charged:	4001- \$334.02.00 4002- \$247	Estimated (	Cost: before m	ileage reimbur	sement	\$1,201.02
Purpose of Travel (Specify Co	nference, School or Other Reason) - A	TTACH ITINER	ARY			
To attend Fire Department	nt Instructors' Conference					
		Date Approv	ed By Counci	k		
T	POV - Estimated Mileage			City Vehicle	Э	
Transportation: boldface Common Carrier (complete below)						
			ite below)			
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLA	NATION	AMOUNT	FINANCE U	ISE ONLY
Registration					Vendor #	Check #
	Pennwell Corp -	Conference F	Registration			
Due Date P-card	FDIC International					Date
Hand Carry Y N				\$620.00		
Lodging					Vendor #	Check #
	Sharing with Gianantonio	Rate				
Due Date P-card						Date
		# Nights	-			
Hand Carry Y N						
Common Carrier					Vendor #	Check #
(if applicable)	Expedia					
Due Date P-card	4					Date
Hand Carry Y N				\$334.02		
Other Expenses					Vendor #	Check #
Due Date	- 32 - 32 - 32 - 32 - 32 - 32 - 32 - 32					Date
Hand Carry Y N					Mandard	Oh e el e #
Other Expenses					Vendor #	Check #
Due Date						Dete
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Hand Carry Y N						
	ANCE: Advanced or Upon Ret	l urn (circle on	e)			
	ww.gsa.gov for rates - attach pr				Vendor #	Check #
	(Lodging prepaid - receipt required					
		<i>,</i>				Det
Breakfast <u>4</u> Lunch 4		\$52.00 \$60.00				Date
Dinner 5	@ <u>\$15.00</u> = @ \$23.00 =	\$60.00				
Incidentals 4	@ \$5.00 =	\$20.00				
				\$247.00		

#### TRAVEL APPROVALS

Department

9-24-19 Date

Finance

Date

(if applicable)

City Manager



#### **2020 Conference Pricing**

#### What's Included?

With many registration options available, make sure you select the right package to make the most of your lime in Indianapolis. See below for what's included in each package!

If you are still not sure what package is right for you, take our quiz! (https://pennwell.box.com/shared/static/upkhus12u1qa7im6a45u0bst6tbkpu4p.pdf)

REGISTRATION TYPE	HANDS-ON TRAINING (H.O.T.) EVOLUTIONS & PRE-CONFERENCE WORKSHOPS	OPENING CEREMONIES	CLASSROOM SESSIONS	EXHIBIT HALL ACCESS	EARLY BIRD PRICING (Until March 6, 2020)	REGULAR PRICING (After March 6, 2020)
HANDS-ON TRAINING (H.O.T.) EVOLUTIONS WITH FULL CONFERENCE Includes Opening Ceremonies, 3-days of Exhibit Hail Access and Classroom Sessions. Access to register for Hands-on Training (H.O.T.) Evolutions and Pre-Conference Workshops,	\$\$*	x	x	X	\$620*	\$695*
Pricing <b>DOES NOT</b> include additional costs for each individual Hands-on Training (H.O.T.) Evolutions and Pre-Conference Workshops, see pricing information below						
HANDS-ON TRAINING (H.O.T.) EVOLUTIONS & PRE- CONFERENCE WORKSHOPS ONLY Includes 3-days of Exhibit Hall Access, Access to register for Hands-on Training (H.O.T.) Evolutions and Pre-Conference Workshops, DOES NOT INCLUDE CLASSROOM SESSIONS.	\$\$*	-	×	X	\$315*	\$370*
*Pricing DOES NOT include additional costs for each individual Hands-on Training (H.O.T.) Evolutions and Pre-Conference Workshops, see pricing information below.						
INDIVIDUAL FULL CONFERENCE Includes Opening Ceremonies, 3-days of Exhibit Hall Access and 3-days of Classroom Sessions		x	x	X	\$620	\$695
ONE-DAY CONFERENCE Includes Opening Ceremonies, 3-days of Exhibit Hall Access and 1-day of Classroom Sessions	×	X	X	X	\$380	\$430
EXHIBITS PACKAGE Includes 3-days of Exhibit Hall Access ONLY	×.	-	-	X	\$60	\$75
ONE-DAY EXHIBITS Includes 1-day of Exhibit Hall Access ONLY	-	-	-	X	\$45	\$50

#### **Group Plans**

Pricing applies to Hands-on Training (H.O.T.) Evolutions with Full Conference and Full Conference packages only Access to register for Hands-On Training (H.O.T.) Evolutions.

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Group Plans	Early Bird Per Person Cost	Early Bird Total	Regular Per Person Cost	Regular Total
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Group 40+	\$530	\$21,200	\$595	\$23,800

If you are interested in purchasing a group plan, contact Cruz Alvarado at cruz alvarado@clarionevents.com (mailto:cruz alvarado@clarionevents.com) or 203-580-8706 to provide basic information and pay via credit card over the phone or send in your payment. Once payment for your group is received,

you'll be given one code for that you will distribute to the correct number of people will in the allotment. The code will show \$0 pricing, as long as the allotment hasn't been met.



#### **2020 Event Schedule**

\*\*Times are lentative and subject to change

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3:00 PM - 7:00 PM

Registration Open, Indiana Convention Center

#### Monday, April 20, 2020

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#### Friday, April 24, 2020

8:00 AM - 5:00 PM	Registration, Indiana Convention Center and Lucas Oil Stadium
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9:00 AM - 5:00 PM	Exhibit Hall Open, Lucas Oil Stadium/Connector and Outdoor Exhibits & Demo Area
10:00 AM - 5:00 PM	Exhibit Hall Open, Indiana Convention Center

#### Saturday, April 25, 2020

8:00 AM - 1:00 PM 9:00 AM - 1:00 PM Registration, Indiana Convention Center and Lucas Oil Stadium **Exhibit Hall Open**, Indiana Convention Center, Lucas Oil Stadium/Connector and Ouldoor Exhibits & Demo Area



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OWNED AND PRODUCED BY:

EVENTS:

MEDIA:



Add your property Account My Lists My Trips Support Español 简体中文

Flights Hotels Bundle and Save Cars Cruises Things to Do Vacation Rentals Deals Rewards Mobile

#### Review your trip

#### **Trip Summary**

Rates are quoted in US dollars

Trip Summary >

Trip Total: \$334.02

😃 59211 customers protected their flight in the last 7 days. Add flight protection when you check out.

<b>3:00pm</b> мсо	$\rightarrow$	5:30pm	2h 30m, Nonstop
Fare Rules and Restriction	ns:		
<ul><li> Pay to choose your set</li><li> Pay to bring a carry-on</li></ul>			
Sat, Apr 25	om Indiana	polis Intl. (IND) o Intl. (MCO)	
Sat. Apr 25	om Indiana		
Sat, Apr 25 Fr To Delta 12:30pm	om Indiana		<b>6h 1m, 1 stop</b> ATL
Sat, Apr 25 Fr To Delta 12:30pm	om Indiana Orlando →	6:31pm	
Sat, Apr 25 Fr	om Indiana Orlando →	6:31pm	

#### **Upgrade your flight**

Get more comforts and benefits by adding an upgrade.



Indianapolis Intl. (IND) -> Orlando Intl. (MCO) 6h 1m

- Relax while packing! Get free bags
- Choose seats at no extra charge
- Enjoy complimentary snacks

Show upgrades 🕿

Basic Economy

Cabin: Economy/Coach S Checked Bags

- × Seat Choice
- ✓ Carry On Bag
- + ouny on bug
- × Cancellation
- × Changes

Included

from

+ \$35.33

for all travelers



Control #

Request Date: 9/23/2019

Travel Request/Advance Request

Contact/Ext Marvena Petty 4676

Name: Kaylin Mitche	ell	Destination:	Indianapolis	, Indiana		
			Departure		Return	
Department/Division:	Fire Rescue	Date of:	4/21/2020		4/25/2020	
Account To Be Charged:	131-6070-5525501 \$620.00	Time of:	12:00 PM		8:00 PM	
Account To Be Charged:	4001-\$334.02 4002-\$247.00	Estimated	Cost: before m	ileage reimbur	sement	\$1,201.02
	nference, School or Other Reason) - A	TTACH ITINER	ARY			
To attend Fire Department	nt Instructors' Conference					
		Date Approv	ed By Counci	l:		
Transportation: boldface	POV - Estimated Mileage			City Vehicle	9	
or circle choice(s)	Common Car	rier (comple	- te below)			
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PREPAID EXPENSES	VENDOR/ADDRESS	EXPLA	NATION	AMOUNT	FINANCE U	
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	Pennwell Corp -	Conference F	Registration			
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Common Carrier					Vendor #	Check #
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Other Expenses					Vendor #	Check #
Due Date						Date
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Other Expenses					Vendor #	Check #
Due Date	1					Date
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	ANCE: Advanced or Upon Ret	-	ie)			
	ww.gsa.gov for rates - attach pro				Vendor #	Check #
	(Lodging prepaid - receipt required	)				
Breakfast4	@ \$13.00 =	\$52.00				Date
Lunch <u>4</u>	@ \$15.00 =	\$60.00				
Dinner <u>5</u> Incidentals 4	@ <u>\$23.00</u> = @ \$5.00 =	\$115.00 \$20.00				
		φ20.00		\$247.00		

#### TRAVEL APPROVALS



9-34-19 Date

Finance

Date

(if applicable)

City Manager



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EXHIBITS PACKAGE Includes 3-days of Exhibit Hall Access ONLY	-	-	: <b>.</b>	Х	\$60	\$75
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\*\*Times are tentative and subject to change

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8:00 AM -- 1:00 PM 9:00 AM -- 1:00 PM

Registration, Indiana Convention Center and Lucas Oil Stadium Exhibit Hall Open, Indiana Convention Center, Lucas Oil Stadium/Connector and Outdoor Exhibits & Demo Area



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EVENTS:

MEDIA:

Expedia <sup>®</sup>
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Flights Hotels Bundle and Save Cars Cruises Things to Do Vacation Rentals Deals Rewards Mobile

#### **Review your trip**

#### **Trip Summary**

Trip Summary ¥

Rates are quoted in US dollars

Trip Total: \$334.02

1 59211 customers protected their flight in the last 7 days. Add flight protection when you check out.

<b>3:00pm</b> мсо	<b>→</b>	5:30pm	2h 30m, Nonstop
Fare Rules and Restriction	s:		
<ul> <li>Pay to choose your sea</li> <li>Pay to bring a carry-on</li> </ul>			
	om Indiana	apolis Intl. (IND) o Intl. (MCO)	
Sat. Apr 25	om Indiana		
Sat, Apr 25 Fro	om Indiana		<b>6h 1m, 1 stop</b> ATL
Sat, Apr 25 To To Delta 12:30pm	om Indiana Ortando	o Inti. (MCO) 6:31pm	
Sat, Apr 25 Tro Delta 12:30pm	om Indiana Ortando	o Inti. (MCO) 6:31pm	

#### **Upgrade your flight**

Get more comforts and benefits by adding an upgrade.



Indianapolis Intl. (IND) → Orlando Intl. (MCO) 6h 1m • Relax while packing! Get free bags

- Choose seats at no extra charge
- · Enjoy complimentary snacks

Show upgrades \*

from + \$35.33 for all travelers

#### Basic Economy

Cabin: Economy/Coach

- Checked Bags
- × Seat Choice
- 🗸 Carry On Bag
- × Cancellation
- × Changes

#### Included



Control #

Request Date: 9/17/2019

Travel Request/Advance Request

Contact/Ext Marvena Petty 4376

Name: Alex Barna		Destination:	Barberville,	FL					
			Departure		Return				
Department/Division:	Fire Rescue	Date of:	1/11/2020		1/17/2020				
Account To Be Charged:	001-6011-5524001 \$480.00	Time of:	6:30 AM		6:30 PM				
Account To Be Charged:			Cost: before m	ileage reimbur	sement	\$480.00			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY									
To attend the Southern A	To attend the Southern Area Engine Academy								
		Date Approv	ved By Counci	l <u>;</u>					
Transportation: boldface	POV - Estimated Mileage			<b>City Vehic</b>	le				
or circle choice(s) Common Carrier (complete below)									
	T								
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLA	NATION	AMOUNT	FINANCE L	·			
Registration Due Date 12/6/2019	Volusia County Fire Rescue	Includes tuitir	on, meals and		Vendor #	Check #			
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Common Carrier					Vendor #	Check #			
(if applicable)									
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Hand Carry Y N									
Other Expenses					Vendor #	Check #			
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						Date			
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Refer to w	ww.gsa.gov for rates - attach pro	oof of rate			Vendor #	Check #			
(	Lodging prepaid - receipt required)								
Breakfast	@\$13.00 =	\$0.00				Date			
Lunch	@ \$15.00 =	\$0.00							
Dinner	@ \$23.00 =	\$0.00							
Incidentals	@ \$5.00 =	\$0.00							
				\$0.00					

#### TRAVEL APPROVALS

Department

9-Date

Finance

Date

(if applicable)

City Manager

(ATTACH TO EXPENSE REPORT UPON RETURN)



# SOUTHERN AREA ENGINE ACADEMY

## January 11 – 17, 2020

### Florida Sheriffs' Youth Camp 1170 Youth Camp LN Barberville, FL 32180

The Southern Area Engine Academy is an inter-agency supported course targeting supervisors and crew personnel responsible for initial attack and tactical decision-making in the suppression of wildfires and the management of prescribed fires. Students receive a solid grounding in the safe and effective use of a variety of water handling equipment and wildland engine related tactics. The academy begins with the S-211, Portable Pumps and Water Use course and builds into the SA214 engine class. Instructors use lectures, visual aids and field exercises, to teach the application of hydraulics, engine operations, water-handling equipment, engine tactics and safety at wildland fires. This class is highly labor intensive with about 1 instructor for every 2.5 students. Students are given the opportunity to work on engine teams of 3 people and will have an engine coach assigned to their team for the entire week.

#### Tuition (includes books, lodging and all meals): \$480.00

**Pre-requisites:** S-130, S-190, I-200 and 2 or more years of experience as a firefighter. There will be course pre-work which is approximately 8 hours of readings and study for the S-211 class prior to attendance at the academy.

**To apply:** Complete the Student Nomination form with supervisor signature, and email to:

#### firetrainingcenter@volusia.org

ATTN: SAEA 2020

Questions please contact: Scott Smoak <u>csmoak@volusia.org</u> 386.239.6427

## APPLICATION DEADLINE December 6, 2019



## SOUTHERN AREA ENGINE ACADEMY

Student Nomination Form January 11 – 17, 2020

STUDENT NAME: Alex Barna

AGENCY: Palm Bay Fire Rescue

POSITION/TITLE: Lieutenant/EMT

WORK # 321-409-6300

EMAIL: Alexander.barnavi@palmbayflorida.org

ADDRESS (delivery of training materials): 899 Carlyle Ave SE Palm Bay, FL 32909

SUPERVISOR NAME: Robert Furci

PHONE: 321-409-6300

EMAIL: robert.furci@palmbayflorida.org

NO🖾

**SUPERVISOR ACKNOWLEDGEMENT OF LIABILITY**: Student's employer hereby agrees to indemnify and hold harmless the Southern Area Engine Academy Steering Committee and the County of Volusia and its Division of Fire Rescue, its officers, agents, servants or employees from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney's fees of any kind and nature, arising or growing out of or in any way connected with the student's participation in the Southern Area Engine Academy. Also, the above individual must have the prerequisites needed for the class to include S-130/S-190, and 2 years of fire (prescribed or wildland) experience. **Supervisors**: please acknowledge by signing below:

DATE: <u>9/18/19</u> SUPERVISOR'S SIGNATURE:

Can your agency provide a Type 5 or 6 engine for use during the academy? YES  $\Box$ 

#### **EMERGENCY MEDICAL INFORMATION**

Briefing describe medications, medical conditions or physical limitations that might affect your participation:

None

#### **EMERGENCY CONTACT** (Person to contact in case of an emergency):

NAME: Laura Barna

PHONE: 321-482-2801

DIETARY NEEDS: None

Completed & SIGNED nomination form must be received on or before December 6, 2019. Send signed form via email to: <u>Firetrainingcenter@volusia.org</u> ATTN: SAEA 2020

Notification of student status will be sent via email. You are not accepted until you receive email confirmation.



Control #

Request Date: 9/17/2019

Travel Request/Advance Request

Contact/Ext Marvena Petty 4376

Name: Travis Niles		Destination:	Barberville,	FL				
			Departure		Return			
Department/Division:	Fire Rescue	Date of:	1/11/2020		1/17/2020			
Account To Be Charged:	001-6011-5524001 \$480.00	Time of:	6:30 AM		6:30 PM			
Account To Be Charged:			Cost: before m	ileage reimbur	sement	\$480.00		
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY								
To attend the Southern Area Engine Academy								
Date Approved By Council:								
Transportation: boldface	POV - Estimated Mileage			<b>City Vehic</b>	le			
or circle choice(s)								
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLA	NATION	AMOUNT	FINANCE L	SE ONLY		
Registration					Vendor #	Check #		
Due Date12/6/2019	Volusia County Fire Rescue		on, meals and			Date		
		lodging		\$480.00				
Hand Carry Y N	_							
Lodging					Vendor #	Check #		
	Included	Rate						
Due Date						Date		
Hand Comme V N		# Nights						
Hand Carry Y N Common Carrier					Mandauth	05		
(if applicable)					Vendor #	Check #		
Due Date						Date		
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Other Expenses					Vendor #	Check #		
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Due Date						Date		
Hand Carry Y N								
PER DIEM ADV	ANCE: Advanced or Upon Retu	urn (circle on	e)					
Refer to w	ww.gsa.gov for rates - <u>attach pro</u>	oof of rate			Vendor #	Check #		
(	Lodging prepaid - receipt required)							
Breakfast	@\$13.00 =	\$0.00				Date		
Lunch	@ \$15.00 =	\$0.00						
Dinner	@ \$23.00 =	\$0.00						
Incidentals	@\$5.00 =	\$0.00		<b>A</b> A AA				
				\$0.00				

#### TRAVEL APPROVALS

9 Department Date

Finance

Date

(if applicable)

City Manager



# SOUTHERN AREA ENGINE ACADEMY

## January 11 – 17, 2020

### Florida Sheriffs' Youth Camp 1170 Youth Camp LN Barberville, FL 32180

The Southern Area Engine Academy is an inter-agency supported course targeting supervisors and crew personnel responsible for initial attack and tactical decision-making in the suppression of wildfires and the management of prescribed fires. Students receive a solid grounding in the safe and effective use of a variety of water handling equipment and wildland engine related tactics. The academy begins with the S-211, Portable Pumps and Water Use course and builds into the SA214 engine class. Instructors use lectures, visual aids and field exercises, to teach the application of hydraulics, engine operations, water-handling equipment, engine tactics and safety at wildland fires. This class is highly labor intensive with about 1 instructor for every 2.5 students. Students are given the opportunity to work on engine teams of 3 people and will have an engine coach assigned to their team for the entire week.

#### Tuition (includes books, lodging and all meals): \$480.00

**Pre-requisites:** S-130, S-190, I-200 and 2 or more years of experience as a firefighter. There will be course pre-work which is approximately 8 hours of readings and study for the S-211 class prior to attendance at the academy.

To apply: Complete the Student Nomination form with supervisor signature, and email to:

#### firetrainingcenter@volusia.org

ATTN: SAEA 2020

Questions please contact: Scott Smoak <u>csmoak@volusia.org</u> 386.239.6427

### APPLICATION DEADLINE December 6, 2019



## SOUTHERN AREA ENGINE ACADEMY

Student Nomination Form January 11 – 17, 2020

STUDENT NAME: Travis Niles

AGENCY: Palm Bay Fire Rescue

POSITION/TITLE: Lieutenant/ PM

WORK # 321-409-6300

ADDRESS (delivery of training materials): 899 Carlyle Ave Palm Bay, FL 32909

SUPERVISOR NAME: Robert Furci

**<u>PHONE</u>**: 321-409-6300

**EMAIL**: robert.furci@palmbayflorida.org

DATE: 9/23/19

EMAIL: travis.niles@palmbayflorida.org

<u>SUPERVISOR ACKNOWLEDGEMENT OF LIABILITY</u>: Student's employer hereby agrees to indemnify and hold harmless the Southern Area Engine Academy Steering Committee and the County of Volusia and its Division of Fire Rescue, its officers, agents, servants or employees from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney's fees of any kind and nature, arising or growing out of or in any way connected with the student's participation in the Southern Area Engine Academy. Also, the above individual must have the prerequisites needed for the class to include S-130/S-190, and 2 years of fire (prescribed or wildland) experience. <u>Supervisors</u>: please acknowledge by signing below:

#### SUPERVISOR'S SIGNATURE:

Can your agency provide a Type 5 or 6 engine for use during the academy? YES  $\Box$  NO $\boxtimes$ 

#### **EMERGENCY MEDICAL INFORMATION**

Briefing describe medications, medical conditions or physical limitations that might affect your participation:

None

**EMERGENCY CONTACT** (Person to contact in case of an emergency):

NAME: Sunny Niles

PHONE: 321-506-9606

DIETARY NEEDS: N/A

Completed & SIGNED nomination form must be received on or before December 6, 2019. Send signed form via email to: <u>Firetrainingcenter@volusia.org</u> ATTN: SAEA 2020

Notification of student status will be sent via email. You are not accepted until you receive email confirmation.



Control #\_\_\_

Request Date: 9/17/2019

**Travel Request/Advance Request** 

Contact/Ext Marvena Petty 4376

Name: Charles Rog	ers	Destination:	Barberville,	FL				
			Departure	с – э	Return			
Department/Division:	Fire Rescue	Date of:	1/11/2020		1/17/2020			
Account To Be Charged:	001-6011-5524001 \$480.00	Time of:	6:30 AM		6:30 PM			
Account To Be Charged:			Cost: before m	ileage reimbur	sement	\$480.00		
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY								
To attend the Southern A	rea Engine Academy							
Date Approved By Council:								
Transportation: boldface	POV - Estimated Mileage	City Vehicle						
or circle choice(s) Common Carrier (complete below)								
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLA	NATION	AMOUNT	FINANCE U			
Registration		to all rates a deside			Vendor #	Check #		
Due Date 12/6/2019	Volusia County Fire Rescue	lodging	on, meals and	<b>A</b> 144 A 44		Date		
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Lodging	Included	Rate	÷		Vendor #	Check #		
Due Date		Rate				Data		
	-	# Nights				Date		
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Common Carrier					Vendor #	Check #		
(if applicable)								
Due Date						Date		
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Hand Carry Y N								
Other Expenses					Vendor #	Check #		
Due Date						Date		
Hand Carry Y N								
Other Expenses					Vendor #	Check #		
Due Date						Date		
Hand Carry Y N								
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	Lodging prepaid - receipt required					5.150N //		
Breakfast		, \$0.00				Dete		
Lunch	@ <u>\$13.00</u> = @ \$15.00 =	\$0.00 \$0.00				Date		
Dinner	@ \$23.00 =	\$0.00						
Incidentals	@ \$5.00 =	\$0.00						
				\$0.00				

#### TRAVEL APPROVALS

9

- J Date



Finance

Date

(if applicable)

City Manager



# SOUTHERN AREA ENGINE ACADEMY

## January 11 – 17, 2020

### Florida Sheriffs' Youth Camp 1170 Youth Camp LN Barberville, FL 32180

The Southern Area Engine Academy is an inter-agency supported course targeting supervisors and crew personnel responsible for initial attack and tactical decision-making in the suppression of wildfires and the management of prescribed fires. Students receive a solid grounding in the safe and effective use of a variety of water handling equipment and wildland engine related tactics. The academy begins with the S-211, Portable Pumps and Water Use course and builds into the SA214 engine class. Instructors use lectures, visual aids and field exercises, to teach the application of hydraulics, engine operations, water-handling equipment, engine tactics and safety at wildland fires. This class is highly labor intensive with about 1 instructor for every 2.5 students. Students are given the opportunity to work on engine teams of 3 people and will have an engine coach assigned to their team for the entire week.

#### Tuition (includes books, lodging and all meals):

\$480.00

**Pre-requisites:** S-130, S-190, I-200 and 2 or more years of experience as a firefighter. There will be course pre-work which is approximately 8 hours of readings and study for the S-211 class prior to attendance at the academy.

**To apply:** Complete the Student Nomination form with supervisor signature, and email to:

#### firetrainingcenter@volusia.org

ATTN: SAEA 2020

Questions please contact: Scott Smoak <u>csmoak@volusia.org</u> 386.239.6427

## APPLICATION DEADLINE December 6, 2019



## SOUTHERN AREA ENGINE ACADEMY

Student Nomination Form January 11 – 17, 2020

STUDENT NAME: Charles Rogers

AGENCY: Palm Bay Fire Rescue

**POSITION/TITLE:** Lieutenant/ EMT

WORK # 321-409-6300

EMAIL: charles.rogers@palmbayflorida.org

<u>SUPERVISOR ACKNOWLEDGEMENT OF LIABILITY</u>: Student's employer hereby agrees to indemnify and hold harmless the Southern Area Engine Academy Steering Committee and the County of Volusia and its Division of Fire Rescue, its officers, agents, servants or employees from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney's fees of any kind and nature, arising or growing out of or in any way connected with the student's participation in the Southern Area Engine Academy. Also, the above individual must have the prerequisites needed for the class to include S-130/S-190, and 2 years of fire (prescribed or wildland) experience. Supervisors: please acknowledge by signing below:

#### SUPERVISOR'S SIGNATURE:

Can your agency provide a Type 5 or 6 engine for use during the academy? YES  $\square$  NO $\boxtimes$ 

#### **EMERGENCY MEDICAL INFORMATION**

Briefing describe medications, medical conditions or physical limitations that might affect your participation:

None

#### **EMERGENCY CONTACT** (Person to contact in case of an emergency):

NAME: Tara Rogers

**PHONE**: 321-288-6375

#### DIETARY NEEDS: N/A

Completed & SIGNED nomination form must be received on or before December 6, 2019. Send signed form via email to: Firetrainingcenter@volusia.org ATTN: SAEA 2020

Notification of student status will be sent via email. You are not accepted until you receive email confirmation.

ADDRESS (delivery of training materials): 899 Carlyle Ave Palm Bay, FL 32909

SUPERVISOR NAME: Robert Furci

**<u>PHONE</u>**: 321-409-6300

**EMAIL**: robert.furci@palmbayflorida.org

DATE: 9/73/19



### **LEGISLATIVE MEMORANDUM**

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: October 17, 2019

RE: Travel Request - Growth Management/ Building Division

The Building Division is requesting permission for Mark Amaral to travel for business.

Fire Plan Reviewer/Inspector Mark Amaral will be traveling to Daytona Beach, FL November 3-November 7, 2019 to attend the 71<sup>st</sup> Annual Florida Fire Prevention Conference to attend the required training he needs to re-certify his Florida Fire Inspectors Certification, in order to conduct Fire Plan Reviews and Inspections. The cost of registration is \$295.00, the cost of Lodging is estimated at \$556.00, and the per diem is estimated at \$192.00. The expenses will be paid out of the Building Division Education Surcharge account.

#### **REQUESTING DEPARTMENT:**

Growth Management/Building Division

#### FISCAL IMPACT:

The estimated expenditure will be \$1043.00. This will be paid out of Account Number 451-0000-220-1024

#### **RECOMMENDATION:**

Motion to approve travel as noted above.

Attachment: 1) travel backup documents (available upon request)

LB/ab

Down to Earth And Up To Great Things



Control #

Request Date: 10/1/2019

Travel Request/Advance Request

st Contact/Ext Joy Barnett 4455

Name:	Mark Amaral		Destination:	Daytona Bec	h, FL 32118	3	
				Departure		Return	
Department/D	Division:	Growth/Building	Date of:	11/3/2019		11/7/2019	
Account To B	e Charged:	451-000-220-1024	Time of:	11:00am		2:00pm	
Account To B	e Charged:	451-0000-220-10-24	Estimated (	Cost: before m	ileage reimburs	sement	\$1,043.00
-		nference, School or Other Reason) - A	TTACH ITINER	ARY			
Attend Fire Prevention Training Conference							
Date Approved By Council:							
Transportation: boldface POV - Estimated Mileage City Vehicle							
-	or circle choice(s) Common Carrier (complete below)						
PREPAID	EXPENSES	VENDOR/ADDRESS	EXPLA	NATION	AMOUNT	FINANCE USE ONLY	
Registration		Florida Fire Marshal &	71st Annual I			Vendor #	Check #
	PD Joy's CC	Inspectors Assoc	Prevention C	onference			
Due Date	10/14/2019	Online Early Bird Registraion					Date
Hand Carry	Y N				\$295.00		
Lodging	1 11	Hilton Daytona Beach Ocean			φ295.00	Vendor #	Check #
Louging	Pd Joy's CC	Front Resorts	Rate	\$139.00			eneon "
Due Date	By 10/12/19	100 North Atlantic Ave					Date
		Dayton Beach, FL 32118	# Nights	4			
Hand Carry	Y N	386-254-8200	-		\$556.00		
Common Ca	rrier					Vendor #	Check #
(if applicable	)						
Due Date							Date
Hand Carry	Y N				\$0.00		
Other Expen					<b><b></b></b>	Vendor #	Check #
Due Date							Date
Hand Carry	Y N				\$0.00		
Other Expen	ses					Vendor #	Check #
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Due Date							Date
Hand Carry	Y N				\$0.00		
F	PER DIEM ADV	ANCE: Advanced or Upon Ret	urn (circle or	ne)			
Refer to www.gsa.gov for rates - attach proof of rate						Vendor #	Check #
(Lodging prepaid - receipt required)							
Breakfast		@ \$0.00 =	\$0.00				Date
Lunch	5	@ \$15.00 =	\$75.00				
Dinner	<u>4</u> 5	@ <u>\$23.00</u> = @ <u>\$5.00</u> =	\$92.00 \$25.00				
Incidentals	0	@ <u>\$5.00</u> =	\$25.00		\$192.00		
<b></b>					÷ • • <b>-</b> • • •		
		TRAVE	EL APPROVA	LS			

Laurence Bradley Department Head

10/1/2019 Date

Finance

(if applicable)



## 71<sup>st</sup> Annual Florida Fire Prevention Conference

November 3-7, 2019 Hilton Daytona Beach Oceanfront Resort 100 N. Atlantic Ave. Daytona Beach, FL 32118

### **Racing to the Future**

**Conference General Schedule and Information** 



# **General Schedule of Events**

### Sunday, November 3, 2019

1:00 pm – 5:00 pm	FFMIA Board Meeting
1:00 pm – 5:00 pm	Registration Open
2:00 pm – 5:00 pm	<b>Pre-Conference Classes</b>

### Monday, November 4, 2019

7:00 am – 4:00 pm	Registration and Information Desk Open
9:00 am – Noon	Opening Ceremony, Award Presentations and Keynote Speaker
8:00 am – 5:00 pm	Exhibitor Move In
Noon – 1 PM	Lunch (on own)
1:00 pm– 5:30 pm	General Session(s)
1:00 pm – 5:00 pm	Exhibit Hall Open – EXHIBITOR OPTION due to off-site conference activities
6:00 pm – 9:00 pm	Social Event
Noon – 1 PM 1:00 pm– 5:30 pm 1:00 pm – 5:00 pm	Lunch (on own) General Session(s) Exhibit Hall Open – EXHIBITOR OPTION due to off-site conference activities

### Tuesday, November 5, 2019

7:00 am – 4:00 pm	Registration and Information Desk Open
8:00 am – 7:00 pm	Exhibit Hall Open
8:00 am – 5:00 pm	Educational Sessions
12 noon – 1:00 pm	Lunch (on own)
1:00 pm – 5:00 pm	Educational Sessions
5:00 pm – 7:00 pm	Vendor Showcase/Exhibitor Reception – hors d'ouevres, cash bar, raffle, door
prizes	

### Wednesday, November 6, 2019

7:00 am – 4:00 pm	Registration and Information Desk Open
8:00 am – Noon	Educational Sessions
8:00 am – 11:00 am	Exhibit Hall Open (exhibitor's option) followed by Exhibitor move out
12 noon – 1:00 pm	Lunch Break (on own)
1:00 pm – 5:00 pm	Educational Sessions
6:00 pm – 9:00 pm	71st Annual Conference Social Event to honor award recipients – Luau on the
patio	

### Thursday, November 7, 2019

7:00 am – 9:00 am	<b>Registration and Information Desk Open</b>
8:00 am – Noon	Educational Sessions



# Florida Fire Marshals and Inspectors Association

Enter search string

Q

Home > 71st Annual Florida Fire Prevention Conference

Back

Add to my calendar

# **71st Annual Florida Fire Prevention Conference**

 Start
 November 04, 2019

 8:00 AM

 End
 November 07, 2019

 12:00 PM

Location Hilton Daytona Beach Oceanfront Resort, 100 N. Atlantic Ave., Daytona Beach, FL 32118

#### Registration

 1a. EARLY BIRD - Full Conference Registration -FFMIA member - \$295.00

FFMIA Member, early bird rate for the full conference - Includes All Classes, the exhibit hall and all social events and meetings. Closes October 14th at midnight.

 1b. EARLY BIRD - Full Conference Registration - Non Member - \$375.00

Full conference registration including - All classes, exhibit hall, all social events and meetings. Closes October 14th at midnight.

- 1c. FFMIA Member Full Conference Registration -Regular Rate - \$375.00
   FFMIA Member, regular rate for the full conference - Includes all classes, exhibit hall and all social events and meetings.
- 1d. Non-FFMIA Member Full Conference Regular Rate – \$450.00

NON-FFMIA Member, regular rate for the full conference -



The Florida Fire Marshals and Inspectors Association

Presents the

The 71st Annual Florida Fire Prevention Conference

### **Racing into the Future**

Monday November 4th, 2019 through

Thursday November 7th, 2019

with pre-conference classes to be held on November 3rd

At the Hilton Daytona Beach Oceanfront Resort

100 N. Atlantic Ave.

Daytona Beach, FL 32118

Click here for the Preliminary Conference Agenda!



### Florida Fire Marshals and Inspectors Association - 71st Annual Florida Fire Prevention C... Page 2 of 6

Includes all classes, exhibit hall and all social events and meetings.

 1e. One (1) ticket Wednesday night social event \$100.00
 Price includes one ticket for those only attending this event on Wednesday November 6th.
 NOTE: This is already included in the price of conference registration for those attending and paying for, the full conference.

 1f. Single Day Registration -Monday November 4th for FFMIA Members - \$100.00
 Full one day registration for the day of Monday November 4th only for FFMIA members.

#### 1g. Single Day Registration -Monday November 4th nonmember - \$150.00

The is a full registration for all conference related activities on Monday, November 4th for an individual who is not an FFMIA member.

 1h. Single Day Member Registration - Tuesday November 5th FFMIA Members
 \$100.00

Full registration for the day of Tuesday November 5th only for FFMIA Members.

- 1i. Single Day Registration -Tuesday November 5th Non-Member - \$150.00
   The is a full registration for all conference related activities on November 5th for an individual who is not an FFMIA member.
- 1j. Single Day Registration -Wednesday November 6th FFMIA Member - \$100.00
   Full registration for all conference activities on
   Wednesday November 6th only for FFMIA members.
- 1k. Single Day Registration -Wednesday November 6th Non Member - \$150.00
   This is a full registration for all conference related activities on November 6th for an individual who is not an FFMIA member.
- 1L. Single Day Registration -Thursday November 7th FFMIA Member - \$100.00

Full registration for the day of Thursday November 7th for FFMIA members. You can always register through this site, but if you need a registration form:

Click here for a copy of the Exhibitor and Sponsor Registration form Click here for a letter to sponsors and exhibitors Click here for the sponsors and exhibitor guide

Room rates of \$139.00 per night are set with the Daytona Beach Hilton Oceanfront Resort. To book your hotel room go to our individualized registration page: <u>https://www.hilton.com/en/hi/groups/personalized/D/DABDHHF-FFMIA-20191102/index.jhtml?</u> WT.mc\_id=POG

Group Code: FFMIA

Please NOTE: Program details, scholarship details, and other information will be added soon. So please check back as the information on this site will change frequently.

### Florida Fire Marshalls & Inspectors Association



Sign In Join

# **Hilton**



Attendee Reservations Hotel Information 🗇 Help 🕒 Print 🏹 Email a Friend 🗐 Bookmark Page

Need to Book Multiple Group Reservations?

#### Florida Fire Marshalls & Inspectors Association

Welcome to the Florida Fire Marshalls & Inspectors Association reservation site!

A block of rooms has been reserved for November 2, 2019 - November 8, 2019. The special room rate will be available until October 12th or until the group block is sold-out, whichever comes first

Booking a reservation from our site is simple. To begin the process, click on "Book a Room" below to receive your group's preferred rate.

The Resort Charge for this group has been waived. Please disregard any mention elsewhere of the charge throughout the site,  $\ensuremath{\mathsf{a}}$ 

See you at the Hilton Daytona Beach Oceanfront Resort in November! We hope you enjoy your stay and your group's event!

rates from 139.00 USD/Night

rates from 139.00 USD/Night

### Quick and Easy Reservations for Attendees

Attending an event at our hotel? Special room rates have been arranged for this event. Click on the room type below to view room details,



Book by October 12th to reserve your room!

Terms & Conditions Book a Room >

Special Room Rates:

1 KING BED OCEANFRONT

2 QUEEN BEDS OCEANFRONT

Hilton Daytona Beach Oceanfront Resort



100 North Atlantic Avenue Daytona Beach, Florida 32118 USA Tel: +1-386-254-8200 Fax: +1-386-253-0275

A .... .... 24.5 ....



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# Florida Fire Marshals and Inspectors Associa

# You paid \$295.00 USD

to Florida Fire Marshals and Inspectors Association Details

1 x Registration for "71st Annual Florida Fire PreventionConference" (November 04, 2019 8:00 AM - November 07,2019 12:00 PM, Hilt\$295.00 USD

Item #: 09659

Subtotal	\$295.00 USD
Shipping	\$0.00 USD
Insurance	<b>\$0.00</b> USD
Handling	\$0.00 USD
Total	\$295.00 USD

Get PayPal Notifications in Messenger

### Paid with

Visa x-9251

\$295.00 USD

This transaction will appear on your statement as PAYPAL \*FFMIA

### Shipped to

Joy Barnett

120 Malabar Rd SE Palm Bay, FL 32907 United States

**Purchase details** 

Receipt number: 2202945877827061

We'll send confirmation to:

joy.barnett@palmbayflorida.org

### **Merchant details**

Florida Fire Marshals and Inspectors Association

### **Return to Merchant**

Policies Terms Privacy Feedback © 1999 - 2019

English

### **Joy Barnett**

From: Sent: To: Subject: Hilton Hotels & Resorts Confirmed <noreply@h4.hilton.com> Tuesday, October 1, 2019 8:43 AM Joy Barnett Your Nov-03-2019 Confirmation #3152802130

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

) Hilton

Get instant benefits by joining – for free.



Remember you earn even more points when you use your Hilton Honors American Express Card on eligible Hilton purchases.

Terms apply

# See you soon, Mark Amaral

Your reservation for Nov-03-2019 has been confirmed.

Confirmation #3152802130



# Hilton Daytona Beach Oceanfront Resort



100 North Atlantic Avenue Daytona Beach FL 32118 US Maps & Directions >>







Parking is available at the hotel and is subject to availability. In addition to Self Parking and Valet Parking, the following rates apply. Oversized vehicle/trailer parking \$3 per foot/night. Motorcycle parking \$15 per motorcycle per night\*

# **Your Room Information**

	Guest Name: Guests: Rooms: Room Plan:	Mark Amaral 1 Adult 1 2 QUEEN BEDS OCEAI	NFRONT
20	Upgrade your room for only <b>\$25</b> more	eanight. UPGR	A D E 🕨
	Your Rate Information	FL FIRE MARSHALLS -I	
	Rate per night		
	Nov-03-2019 - Nov-07-2019	139.00 USD	
	Total for Stay per Room Rate	556.00 USD	
	Taxes	69.50 USD	
	Total price for Stay	625.50 USD	

Modify Your Reservation >>



#### **Rate Rules and Cancellation Policy**

• If your plans change please let us know - it's free to cancel or update your reservation by 11:59pm local hotel time on Oct-31-2019.

· Your reservation is guaranteed by a deposit of 0.00USD that has been/will be charged to your credit card

#### Comments & Requests | Additional Information

tax exemption form will be presented at check-in, RESERVATIONS AR, E NOT SUBJECT TO RESORT CHARGE



We are a smoke-free hotel

#### Tax

12.50% Per Room Per Night

Valet Parking: 24.00 USD daily Self Parking: 17.00 USD daily

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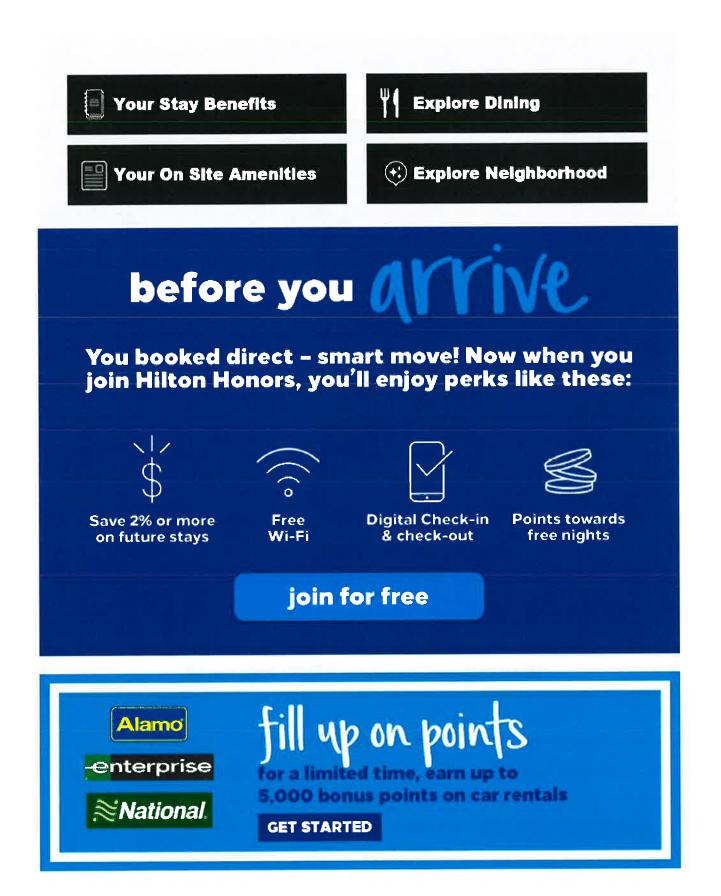
Disclaimer: Room interior varies by hotel and the room booked may differ from room shown in this email.

\*Standard Wi-Fi is free for Hilton Honors members. Premium, if available, has a fee (except for Diamond members). Wi-Fi access is not free in meeting spaces or at properties with a resort charge.

\*\* Service of alcoholic beverages is subject to state and local laws. Must be of legal drinking age. Hilton Requests Upon Arrival(TM) items are subject to availability.

† Visit Hilton com/guarantee to learn more about our Best Price Guarantee.

Using a debit/credit card to check in? A hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through date of check-out. Holds may not be released for 72 hours from date of check-out or longer at the discretion of your card issuer. <u>Click here</u> if you need to modify or cancel your reservation.





100 North Atlantic Avenue, Daytona Beach, Florida, 32118, USA +1-386-254-8200

### **Reservation Summary:**

03 Nov 2019 - 07 Nov 2019 1 room, 1 adult 4 nights Mark Amaral joy.barnett@palmbayflorida.org

### **Reservation Summary**

03 Nov 2019 - 07 Nov 2019, 1 room for 1 adult 03 Nov - 07 Nov 1 room 1 adult Mark Amaral joy.barnett@palmbayflorida.org

### **Price Details (USD)**

2 QUEEN BEDS OCEANFRONT FL FIRE MARSHALLS -I Price: \$556.00 Taxes: \$69.50 Loading. Please wait...

Total for stay: \$625.50

## Optional services for an additional charge

Self parking:		\$17.00
Valet parking:		\$24.00
Pets allowed:	\$100.00 Non-refundable fee,	75 lbs maximum

### **Payment Information**

All fields are required unless otherwise indicated.

Sorry, this hotel doesn't accept that card type. Please try a different card.

Card type: Select

Card number:

Expiration:	09	Sep	▼	2019	•	
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## **Guarantee and Cancellation Policy**

Chat now

This reservation requires a credit card deposit of \$156.38 USD which will be charged to your card. If you wish to cancel, please do so 3 days prior to arrival to avoid cancellation penalties.

If you use a debit/credit card to check in, a hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out and such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.

### Optional services for an additional charge

Self parking:	\$17.00
Valet parking:	\$24.00
Pets allowed:	\$100.00 Non-refundable fee, 75 lbs maximum

### **Rules & Restrictions**

#### Taxes

• 12.50 % per room per night

At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

Totals listed here are estimated based on current taxes and exchange rates (if applicable) and do not include additional fees/charges that may be incurred during your stay.

I have read and accept the Rules and Restrictions and Site Usage Agreement.

**Book Reservation** 

# Hilton Daytona Beach Oceanfront Resort

100 North Atlantic Avenue, Daytona Beach, Florida, 32118, USA TEL: +1-386-254-8200 FAX: +1-386-253-0275 Contact us Similar Offers From This Hotel LEISURE ESCAPES - Get Daily Credit Essential Extras Save up to 50% off Sundays

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Whether you're planning a special occasion or simply need to unwind after a hectic workweek, make the most of your stay and book a Breakfast Included package at one of over 550 Hilton Hotels & Resorts destinations.

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Offer is valid for stays at participating Waldorf Astoria<sup>™</sup> Hotels & Resorts, Conrad® Hotels & Resorts, Curio Collection by Hilton<sup>™</sup>, Hilton Hotels & Resorts, DoubleTree by Hilton<sup>™</sup> and Tapestry Collection by Hilton<sup>™</sup>; at Hilton Graden Inn<sup>™</sup> and Hilton Grand Vacation® properties and is subject to

https://www3.hilton.com/en/hotels/florida/hilton-daytona-beach-oceanfront-resort-DABDHHF/offers/100027670.htm

### availability

For each paid night of stay, registered guests will receive daily breakfast throughout stay period. Breakfast is valid at hotel-designated restaurants only and excludes inroom dining services, alcoholic beverages and gratuity. Upon check-in, some hotels may issue and include breakfast certificates to be redeemed during breakfast services at designated restaurants. If issued, certificates are non-transferable and have no cash value. For lost or stolen certificates, guest must notify front desk to reissue replacement certificates. Hotels that do not issue certificates will advise guest of redemption process at time of check-in. In the Americas, inclusive of Latin America and Caribbean regions, children staying in the same room, age 5 or under, are eligible for complimentary breakfast benefits when accompanied by an adult diner at Waldorf Astoria, Conrad, Hilton, Curio by Hilton, DoubleTree, Tapestry by Hilton, and Hilton Grand Vacation hotels and resorts. Outside the Americas, including areas of Europe, the Middle East and Africa and Asia Pacific, children age 10 or under may receive complimentary breakfast when accompanied by an adult diner. Complimentary kids' breakfast benefit is limited to a maximum of two (2) children per room. Hotels have no obligation to offer complimentary children staying in same room. Select hotels may offer a dedicated children's menu associated with children's complimentary breakfast. Breakfast offerings will vary by brand and region.

Blackout dates, early departure fees, and deposit and cancellation restrictions may apply and vary by hotel. Unless otherwise stated, quoted rates are per room per night, based on single/double occupancy and do not include taxes, gratuities, incidental charges and resort fees (if applicable). To book by phone within the U.S. or Canada, please call +1-800 HILTONS (445-8667). When booking by phone, please request the "Breakfast Included" Package. This offer may not be combined with other select promotions, offers or discounts and is not valid for groups. No credits or refunds permitted for unused benefits.

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