




120 Malabar Road SE
Palm Bay, FL 32907
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Mayor
WILLIAM CAPOTE
Deputy Mayor
KENNY JOHNSON
Councilmembers
HARRY SANTIAGO, JR.
JEFF BAILEY
BRIAN ANDERSON

AGENDA

Regular Council Meeting 2020-32 Thursday

**September 17, 2020 - 7:00 PM
Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907**

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

1. Three (3) vacancies on the Disaster Relief Committee.++
2. One (1) vacancy on the Business Improvement District Board (represents 'bank or financial institution' position).++

AGENDA REVISIONS:

CONSENT AGENDA:

1. Adoption of Minutes: Regular Council Meeting 2020-27; September 3, 2020.
2. Adoption of Minutes: Special Council Meeting 2020-28; September 3, 2020.
3. Award of Bid: Road bond paving, Emerson Drive – IFB 70-0-2020 – Public Works Department (Asphalt Paving System, Inc. - \$1,233,308).
4. Miscellaneous: Clarifier valve replacement – additional expenditure, North Regional Wastewater Treatment Plant (emergency purchase) – Utilities Department (L7 Construction, Inc. - \$5,230).
5. Resolution 2020-39, authorizing the issuance of a Special Obligation Revenue Refunding Note with JPMorgan Chase Bank, N.A., to refund the City's Outstanding Special Obligation Bonds, Series 2010.
6. Resolution 2020-40, supplementing Resolution 98-44, authorizing the issuance of the City Utility System Revenue Note, Series 2020, with JPMorgan Chase Bank, N.A.

7. Resolution 2020-41, amending Resolution 2020-30, which established procedures by which public virtual meetings shall be held for City advisory boards pursuant to Executive Order 20-69.
8. Resolution 2020-42, amending Resolution 2019-38, adopting the Five-Year Capital Improvements Program for Fiscal Years 2019-2020 through 2023-2024 (fourth amendment).
9. Ordinance 2020-63, amending the Code of Ordinances, Chapter 37, Growth Management Department, by removing references related to the Building Division, first reading.
10. Ordinance 2020-64, amending the Code of Ordinances, by creating Chapter 40, to be titled "Building Department", first reading.
11. Consideration of an agreement with Florida Department of Transportation for the Title VI Nondiscrimination Assurance.
12. Consideration of an interlocal agreement with Brevard County for automatic aid, E-911 dispatch services and facility use.
13. Consideration of a technical revision to the State Housing Initiative Partnership (SHIP) Local Housing Assistance Plan (LHAP) for Fiscal Years 2017-2018, 2018-2019 and 2019-2020, to include amendments to the purchase assistance with rehabilitation, emergency repair and disaster assistance strategies.
14. Consideration of a lease agreement for off-site office space for the Building Department.
15. Consideration of co-sponsorship of the STEAM event to be held at Fred Poppe Regional Park by waiving fees and advertising event (\$150) (Deputy Mayor Johnson).
16. Consideration of utilizing Parks Impact Fees (\$997,473), Tourist Development Council grant funds (\$1,700,000), and Fund Balance Reserves (\$558,492) for Phase I construction of the Fred Poppe Regional Park campground.
17. Consideration of utilizing Fire Impact Fees to purchase a vehicle for the development of a training division within the Fire Department (\$43,740).
18. Consideration of utilizing Fire Impact Fees to build a high-water rescue vehicle (\$12,502).
19. Consideration of the appropriation of funds for meter services additional expenditure (\$113,400) and recognition of installation fees revenue (\$189,228), with the remainder funds going into Reserves (\$75,828).
20. Consideration of a budget amendment from City Manager's Office to Parks and Recreation to cover costs associated with the purchase of bracket kits for the Military Banner Program (\$3,618).
21. Consideration of a budget amendment from City Manager's Office to Public Works to cover costs associated with the City Hall Complex directional signage project (\$769).
22. Acknowledgement of the City's monthly financial report for July 2020.

PRESENTATION

1. Sarah Kraum, Space Coast Transportation Planning Organization - school routes analysis.
2. Joanne Stanley, Municipal Service Manager, and Trey Richardson, General Manager, Republic Services - update.

PUBLIC COMMENTS/RESPONSES:

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

PUBLIC HEARINGS:

1. Ordinance 2020-52, vacating a portion of the rear public utility and drainage easement located within Lot 35, Block 2745, Port Malabar Unit 50 (Case VE-10-2020, Brian and Joellyn Daniels), final reading.
2. Ordinance 2020-55, amending the Code of Ordinances, Chapter 92, Noise, by repealing the chapter in its entirety, final reading.
3. Ordinance 2020-56, amending the Code of Ordinances, by creating Chapter 92, to be titled "Noise", final reading.
4. Ordinance 2020-57, amending the Fiscal Year 2019-2020 budget by appropriating and allocating certain monies (fourth budget amendment), final reading.
5. Ordinance 2020-65, vacating a portion of the rear public utility and drainage easement located within Lots 8 and 9, Block 2063, Port Malabar Unit 46 (Case VE-12-2020, Ronald Giscombe), first reading.
6. Ordinance 2020-66, establishing a temporary moratorium of 180 days prohibiting the acceptance, processing, and consideration of applications for conditional uses within NC (Neighborhood Commercial District) zoning in order to review the current list of uses and requirements, and allow for the development of new regulations, first reading. (Deputy Mayor Johnson)

UNFINISHED AND OLD BUSINESS:

1. Appointment of one (1) member to the Melbourne-Tillman Water Control District.
2. Appointment of one (1) member to the Community Development Advisory Board.
3. Appointment of one (1) member to the Disaster Relief Committee.

COMMITTEE AND COUNCIL REPORTS:

1. Committee/Council Reports

NEW BUSINESS:

1. Request to reconsider an amendment to the Code of Ordinances, Chapter 178, Sign Code. (Councilman Bailey)

ADMINISTRATIVE AND LEGAL REPORTS:

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

ADJOURNMENT:

Pursuant to Section 286.011, Florida Statutes, and Executive Order 20-69, notice is hereby given that the City of Palm Bay shall hold the above public meeting on September 17, 2020, beginning at 7:00 PM. and lasting until the meeting is complete. The meeting will be conducted via communications media technology (teleconference/video conference).

Public comments may be submitted via email at publiccomments@palmbayflorida.org. Members of the public may also call (321) 726-2740 to provide comments via a dedicated City of Palm Bay public comment voicemail. All comments submitted will be included as part of the public record for this virtual meeting and will be considered by the City Council prior to any action taken. Comments must be received at least twenty-four (24) hours prior to the meeting and shall have a time limit of three (3) minutes.

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.

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

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

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



LEGISLATIVE MEMORANDUM

DATE: 9/17/2020

RE: Adoption of Minutes: Regular Council Meeting 2020-27; September 3, 2020.

ATTACHMENTS:

Description

Minutes - RCM 2020-27

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING 2020-27

Held on Thursday, the 3rd day of September 2020, 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.

Pursuant to Section 286.011, Florida Statutes, and Executive Order 20-69, this public meeting was conducted via communications media technology (teleconference/video conference).

The meeting was called to order at the hour of 7:00 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:	Kenny Johnson	Present
COUNCILMEMBER:	Harry Santiago, Jr.	Present
COUNCILMEMBER:	Jeff Bailey	Present
COUNCILMEMBER:	Brian Anderson	Present
ACTING CITY MANAGER:	Suzanne Sherman	Present
CITY ATTORNEY:	Patricia Smith	Present
DEPUTY CITY CLERK:	Terri Lefler	Present

CITY STAFF: Present was Juliet Misconi, Chief Procurement Officer; Nelson Moya, Police Chief; Valentino Perez, Chief Building Official; Laurence Bradley, Growth Management Director.

ANNOUNCEMENT(S):

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

- 1. One (1) vacancy on the Community Development Advisory Board (can represent one of the following: 'for-profit provider', 'actively engaged in home building', 'employer within the City', or 'advocate for low income persons').++**

- 2. Four (4) vacancies on the Disaster Relief Committee.++**
- 3. One (1) term expiring on the Melbourne-Tillman Water Control District.++**
- 4. One (1) vacancy on the Business Improvement District Board (represents 'bank or financial institution' position).+**

AGENDA REVISION(S):

1. Ms. Sherman advised that Item 4, under Consent Agenda, Resolution 2020-36 (designation of a segment of St. Johns Heritage Parkway as 'Andy Anderson Parkway'), was withdrawn by staff.
2. Ms. Smith announced that consideration of terminating the employment contract with Nicholas Tsamoutales, City Attorney Emeritus, was added to the agenda as Item 3, under New Business.

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 Johnson, seconded by Mr. Santiago, that the Consent Agenda be approved with the removal of Items 2 and 8, under Consent Agenda, from consent. Mr. Santiago asked if Council wanted to discuss Item 4, under Consent Agenda, even though it was withdrawn by staff. Mayor Capote suggested discussing under Council Reports. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

1. Adoption of Minutes: Regular Council Meeting 2020-26; August 20, 2020.

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

2. Award of Bid (Procurement): Road bond paving, Port Malabar Boulevard improvements – IFB 68-0-2020 – Public Works Department (Ranger Construction Industries - \$1,219,108).

Staff Recommendation: Approve the award for road bond paving, Port Malabar Boulevard improvements to Ranger Construction Industries (Ft. Pierce), in the amount of \$1,219,108.20.

Peter Filiberto, resident, questioned why local preference was not given. Mrs. Misconi explained that the Procurement Code allows for local preference between \$100,000 and \$1 million.

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

3. Miscellaneous (Procurement): Clarifier repair and removal of biosolids, North Regional Wastewater Treatment Plant (emergency purchase) – Utilities Department (Evoqua Water Technologies - \$147,965 (parts and services); Synagro South LLC - \$344,111 (cleaning, dewatering and hauling services)); and appropriation of funds on next scheduled budget amendment (\$602,000).

Staff Recommendation: Approve the emergency purchases of parts and services, and the cleaning, dewatering and hauling services for the clarifier repair and removal of biosolids for the North Regional Wastewater Treatment Plant with Evoqua Water Technologies in the amount of \$147,964.70, and Synagro South LLC in the amount of \$344,111, respectively; and approve the appropriation of funds on the next scheduled budget amendment in the amount of \$602,000.

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

4. Resolution 2020-36, supporting the designation of a segment of St. Johns Heritage Parkway, from the intersection of US 192 south to Malabar Road, as 'Andy Anderson Parkway'. (Withdrawn) (Agenda Revision)

The item, announced under Agenda Revisions, was withdrawn by City staff.

5. Ordinance 2020-55, amending the Code of Ordinances, Chapter 92, Noise, by repealing the chapter in its entirety, first reading.

The City Attorney read the ordinance in caption only.

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

6. Ordinance 2020-56, amending the Code of Ordinances, by creating Chapter 92, to be titled "Noise", first reading.

The City Attorney read the ordinance in caption only.

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

7. Ordinance 2020-57, amending the Fiscal Year 2019-2020 budget by appropriating and allocating certain monies (fourth budget amendment), first reading.

The City Attorney read the ordinance in caption only.

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

8. Consideration of allocation of funding for capital asset needs.

Staff Recommendation: Approve the allocation of \$1,380,773 in excess funding prior years allocation from the Risk Management Fund, and \$500,000 in unexpended Fiscal Year 2020 funding (if available) for Fiscal Year 2021 capital purchases.

Bill Battin, resident, said the City's size had increased by twenty percent (20%) due to annexations. He said there was already a shortfall in Police and Fire Departments for vehicles, and Parks and Recreation for maintenance. Ms. Sherman advised that in the proposed budget for next fiscal year, there were no funding requests for capital needs. Those needs were being addressed partially through this allocation of returned Risk Management Funds due to a build-up of reserves being placed into the General Fund.

Motion by Deputy Mayor Johnson, seconded by Mr. Santiago, to approve the allocation as requested.

Mr. Bailey questioned why the request included numerous unmarked police vehicles. Chief Moya answered that the vehicles were assigned to detectives. Mr. Bailey asked the number of detectives in the department. Chief Moya advised that there were approximately fifteen (15) detectives. Mr. Bailey felt these were appropriate ways to spend the reserves.

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

9. Consideration of travel and training for specified City employee (City Attorney's Office).

Staff Recommendation: Approve the travel and training as specified.

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

PRESENTATION(S):

1. Christopher Little, Utilities Director - Water and Wastewater Financial Sustainability Analysis and Capital Charges Study. Jeff Dykstra, City's consultant with Stantec, provided an overview of the analysis and study. The project scope was to update the Utility's financial management plan and rate indexing to meet costs; perform a local residential bill comparison; and update the water and sewer capital charges (impact fees). Recommendations included a two percent (2%) water and two and a half percent (2.5%) wastewater/reclaimed water rate increase for Fiscal Year 2021; with a proposed four percent (4%) water and five percent (5%) wastewater/reclaimed water annual rate indexing plan starting in Fiscal Year 2022.

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

Individuals made general comments.

PUBLIC HEARING(S):

1. Ordinance 2020-51, vacating a portion of the rear public utility and drainage easement located within Lots 21 and 22, Block 65, Port Malabar Unit 4 (Case VE-9-2020, Alan Flandreau), final reading.

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

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to adopt Ordinance 2020-51. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

2. Ordinance 2020-53, vacating a portion of the rear public utility and drainage easement located within Lot 33, Block 2018, Port Malabar Unit 46 (Case VE-11-2020, Steven Brown), 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 Deputy Mayor Johnson, seconded by Mr. Bailey, to adopt Ordinance 2020-53. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

3. Ordinance 2020-54, amending the Code of Ordinances, Chapter 30, City Manager, by revising provisions related to filling a vacancy in the Office of the City Manager, final reading. (Councilman Bailey)

The City Attorney read the ordinance in caption only. The public hearing was opened.

Bill Battin, resident, said he understood the purpose of the request, but felt that the current Council should make the decision on the City Manager. He added that Council should consider postponing the final development plan request for Emerald Lakes until after the election.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to adopt Ordinance 2020-54. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

4. Ordinance 2020-52, vacating a portion of the rear public utility and drainage easement located within Lot 35, Block 2745, Port Malabar Unit 50 (Case VE-10-2020, Brian and Joellyn Daniels), first reading. (CONTINUED FROM RCM – 08/20/20)

Staff recommended approval of the request per the Analysis Section of the Staff Report.

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

Motion by Deputy Mayor Johnson, seconded by Mr. Santiago, to approve Ordinance 2020-52. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

5. Ordinance 2020-58, amending the Code of Ordinances, Chapter 170, Construction Codes and Regulations, Subchapter 'Building Code', by eliminating the requirement for a building permit for accessory structures 400 square feet or

less in residential districts accessory to single-family dwellings and revising provisions contained therein (Case T-20-2020, City of Palm Bay), first reading.

The Planning and Zoning Board (P&Z) recommended that the request be denied.

The City Attorney read the ordinance in caption only. The public hearing was opened. Councilman Bailey presented the item to Council. He said that staff had concerns with the four hundred (400) square foot size as that was the highest amount permitted and proposed a limit of one hundred twenty (120) square feet or less.

Mr. Perez explained that four hundred (400) square feet was excessive compared to other municipalities. He said the Building Officials Association recommended an exemption up to two hundred twenty (220) square feet. He felt that a maximum of one hundred twenty (120) square feet was in line with other municipalities throughout the state.

David Karaffa, resident, supported the request and asked for clarification on staff's comment that "enforcement would be difficult". He said that staff could keep track of structures when plans are brought in for staff review.

Phil Weinberg, resident, submitted a virtual comment. He said that the permits should not be waived as it ensured that the structures were meeting the minimal standards for construction and installation.

Leeta Jordan, resident and member of P&Z, stated that P&Z had denied the request. She said regulations were necessary and this ordinance eliminated those regulations.

Mr. Santiago asked how a structure would be recorded for tax purposes if built on a permanent foundation. Mr. Valentino advised that a zoning review would still be required for setbacks and other requirements and only the building permit would be exempt. If utilities or electric were installed in the unit, a permit would be required.

Mr. Bailey asked if a permit was required if a structure was erected on a slab and was one hundred twenty (120) square feet or less. Mr. Valentino answered that it would be exempt from the permit requirement as it was within the square footage.

Mr. Santiago asked if P&Z's recommended denial was for four hundred (400) square feet or one hundred twenty (120) square feet. Mr. Valentino confirmed that the denial was for the four hundred (400) square feet. Mr. Bradley clarified that the option of one hundred twenty (120) square feet was not presented to P&Z. Mr. Santiago asked if staff was comfortable with one hundred twenty (120) square feet. Mr. Bradley said he agreed with the square footage as the Building Officials Association supported same.

The public hearing was closed.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to approve Ordinance 2020-58, with the amendment of four hundred (400) square feet to one hundred twenty (120) square feet.

Mr. Bailey said he agreed with the revision as staff was comfortable with the square footage. However, he preferred more square footage. Deputy Mayor Johnson said he would not have supported the higher square footage. Mr. Santiago wanted a recommendation from P&Z for the one hundred twenty (120) square feet. Mr. Anderson felt it should be considered by P&Z. Mayor Capote initially felt it should be revised by P&Z, but he was okay with Council's approval.

Deputy Mayor Johnson withdrew his second to the motion.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to table the item to the October 15, 2020, regular Council meeting, with P&Z considering the item at its meeting on October 7, 2020. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

6. Resolution 2020-37, granting approval of a final development plan for a Regional Activity Center to allow for a proposed mixed-use development to be known as 'Emerald Lakes West Phase II' in RAC (Regional Activity Center District) zoning on property located west of and adjacent to Interstate 95, on the north and south sides of the St. Johns Heritage Parkway (829.27 acres) (FD-19-2020, Emerald Investment Holdings, LLC) (Quasi-Judicial Proceeding).

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

The City Attorney read the resolution in caption only. The public hearing was opened. Jake Wise, representative for the applicant, presented the request to Council. Paul Paluzzi, of Zons Development, and Brenda Yates, presented videos of the project.

Mr. Santiago said that a previous project approved by Council known as Emerald City never came to fruition. He asked if this project was definitely going to be developed. Mr. Paluzzi, Zons Development, confirmed same. Mr. Bailey asked when Crystal Lagoon would be open to the public. Mr. Paluzzi answered it would open at the same time it would open for the residents in the area, approximately 14-18 months. Mr. Paluzzi and Ms. Yates responded to Council's questions related to the project.

Mr. Bailey asked about the stormwater. Ms. Yates said that the applicant would be taking care of the roads, street lighting, irrigation and stormwater, and parks within the community. It was all part of the development's maintenance and obligations and the City would not be responsible for same. She advised of impact fees to be paid to the City.

Bill Battin, resident, commented on several aspects of the project. He did not agree with language in the Staff Report that the developer *will* enter into an agreement and *shall* execute an agreement. He said that in the past, other developers said they would enter into agreements and it was never done. He preferred to see the agreements prior to final approval. He asked if impact fees had to stay within that area and expressed concern about golf carts crossing the St. Johns Heritage Parkway.

Mr. Bailey asked if it was legally permissible to table this item and get the agreements prior to Council consideration. Ms. Smith said that the development and utility agreements were not a condition of approval, but not having those agreements could be used to prohibit the release of building permits.

The public hearing was closed.

Motion by Mr. Anderson, seconded by Mr. Santiago, to adopt Resolution 2020-37. Councilmembers expressed their support of the project. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

7. Request by Troy Holdings, LLC for a variance to allow a proposed building to encroach 13 feet, 4 inches into the 30-foot rear setback and 24 feet into the 30-foot rear parking setback; and to allow a 21-foot reduction in the minimum distance requirement between Malabar Road and the driveway proposed at Deauville Street (0.31 acres) (V-17-2020) (Quasi-Judicial Proceeding).

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

The public hearing was opened. Paul Hayhurst, representative for the applicant, presented the request to Council. The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to approve the request.

As a virtual comment had to be heard, the public hearing was reopened.

Daniel Biro, resident, submitted a virtual comment. He owned two (2) vacant lots directly

across the street from the applicant. He asked that Council ensure that approval of the variance would not force or limit the location of a driveway on his property as it would then limit/decrease the currently allowable size of a structure which could be approved on his property. Mr. Biro said it would cause a decrease in the value of his vacant property and/or make it unbuildable/worthless.

Mr. Bailey asked staff to address Mr. Biro's concerns and questions. Mr. Bradley said he had a conversation with Mr. Biro earlier in the day. He said that the City adopted the State's requirements for driveway distances from major roads. Mr. Biro's property was conforming but was also undersized. Mr. Bradley did not see where the variance would have a negative impact on Mr. Biro's property.

The public hearing was closed.

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

8. Request by Philip and Patricia Hatcher for a variance to allow a proposed pool and screen enclosure to encroach 18.5 feet into the 25-foot mean high water line setback from the Indian River and 1.5 feet into the 6-foot side accessory structure setback; and to allow an existing air conditioner unit to encroach 3 feet into the 25-foot mean high water line setback from the Indian River (0.31 acres) (V-18-2020) (Quasi-Judicial Proceeding).

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

The public hearing was opened. The applicant presented the request to Council. The public hearing was closed.

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

UNFINISHED AND OLD BUSINESS:

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

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

2. Appointment of one (1) member to the Citizens' Budget Advisory Board.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to appoint Chris Seibert to the Citizens' Budget Advisory Board. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

COUNCIL REPORTS:

Councilmembers addressed various subject matters.

1. Mr. Anderson asked staff to explain the information being distributed to residents regarding solid waste services with Republic.

Ms. Sherman advised that the new contract would commence on October 1, 2020. Within the next week, residents would receive information via mail. The first postcard would be sent to those who currently paid for extra carts. The delivery of new carts would not occur until January or February 2021. She said that every resident would receive a brochure with information about how to select a cart size as three (3) options would be available. Information would also be posted on the City's website and through social media.

2. Mr. Bailey requested a workshop regarding the Joint Legislative Auditing Committee's (JLAC) audit of the City. He wanted to review the items that had been addressed by staff. Mayor Capote asked that it be addressed under Item 2, New Business.

3. Mr. Santiago asked if Council would reconsider Item 4, under Consent (Resolution 2020-36) and approve it within the City's limits. Mr. Anderson suggested designating the roadway versus renaming. He felt that portion of the St. Johns Heritage Parkway within the City could be recognized as such. Mayor Capote, Deputy Mayor Johnson and Councilman Bailey would not support the request at this time.

NEW BUSINESS:

1. Consideration of allocation of Fiscal Year-End unspent funds to the Road Maintenance Fund.

Staff Recommendation: Approve the allocation of fifty percent (50%) of the unexpended Fiscal Year 2020 funds into the Road Maintenance Fund.

Ms. Sherman explained that at the last budget workshop, one of the options presented to Council was to reallocate all or part of the Fiscal Year 2019-2020 year-end available funding into the Road Maintenance Fund. Current year-end unexpended projections ranged between \$1-\$2 million that may be returned to Fund Balance.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to approve the allocation as requested.

Mr. Bailey preferred that all of the funds be placed into the Road Maintenance Fund and that the \$500,000 proposed for capital purchases be taken from reserves. Ms. Sherman said Council had approved the allocation of the \$500,000 under Item 8, Consent.

Mr. Bailey withdrew his second to the motion.

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to approve the allocation of one hundred percent (100%) of the unexpended Fiscal Year 2020 funds into the Road Maintenance Fund, and \$500,000 proposed for capital purchases to be taken from reserves. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

2. Consideration of scheduling a workshop for September 2020.

Council concurred to schedule the following:

a) Special Council meeting on Wednesday, September 16, 2020, at 6:00 P.M., to consider an administrative appeal of a minor subdivision (Plantation Circle) submitted by Ken Smith;

b) Workshop on Tuesday, September 22, 2020, at 6:00 P.M., to discuss the procurement ordinance; and

c) Workshop as requested by Councilman Bailey on Thursday, October 1, 2020, at 6:00 P.M., for a JLAC audit update. Mayor Capote did not agree with having the workshop prior to the regular meeting. He preferred a standalone workshop. Mr. Bailey suggested mid-October. Council concurred.

3. Consideration of terminating the employment contract with Nicholas Tsamoutales, City Attorney Emeritus. (Councilman Bailey) (Agenda Revision)

Staff Recommendation: Terminate the employment contract without cause and provide twenty (20) weeks' severance.

Councilman Bailey presented the request to Council. He said that this was one of the items from the JLAC audit and the City was paying a contract for an employee that was no longer providing services to the City.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to terminate the employment contract without cause and provide twenty (20) weeks' severance. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

ADMINISTRATIVE AND LEGAL REPORTS:

There were no reports.

PUBLIC COMMENTS/RESPONSES:

A resident made a general comment.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 10:00 p.m.

William Capote, MAYOR

ATTEST:

Terri J. Lefler, DEPUTY CITY CLERK



LEGISLATIVE MEMORANDUM

DATE: 9/17/2020

RE: Adoption of Minutes: Special Council Meeting 2020-28; September 3, 2020.

ATTACHMENTS:

Description

Minutes - SCM 2020-28

CITY OF PALM BAY, FLORIDA

SPECIAL COUNCIL MEETING 2020-28

Held on Thursday, the 3rd day of September 2020, 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.

Pursuant to Section 286.011, Florida Statutes, and Executive Order 20-69, this public meeting was conducted via communications media technology (teleconference/video conference).

The meeting was called to order at the hour of 6:30 P.M.

ROLL CALL:

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

CITY STAFF: Present was Terese Jones, City Clerk.

BUSINESS:

1. Certification of the results of the Primary Municipal Election held on August 18, 2020.

The City Clerk read the names of the candidates and the votes received for each. The results were as follows:

OFFICE OF MAYOR

Alfred Ramsey Agarie	1,903 votes
Alan Randolph Borkowski	1,347 votes
Kay Maragh	8,946 votes
Rob Medina	9,950 votes

CITY COUNCIL SEAT 2

Janice E. Crisp	5,007 votes
Donny Jean Felix	6,105 votes
Peter J. Filiberto	5,860 votes
Berekia LaFaille	2,078 votes
Santa Isabel Wright	2,306 votes

Mrs. Jones advised that as there were fewer than three (3) qualifying candidates for City Council Seat 3, the following candidates did not appear on the Primary Municipal Election ballot, but would be placed on the General Municipal Election ballot in November: Randy Foster and Thomas L. Gaume Jr.

A candidate made a general comment.

Motion by Mr. Bailey, seconded by Mr. Santiago, to certify the election results of the municipal primary election held on August 18, 2020. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 6:36 P.M.

William Capote, MAYOR

ATTEST:

Terri J. Lefler, DEPUTY CITY CLERK



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Frank Watanabe, Public Works Director, City Engineer and Juliet Misconi, Chief Procurement Officer

DATE: 9/17/2020

RE: Award of Bid: Road bond paving, Emerson Drive – IFB 70-0-2020 – Public Works Department (Asphalt Paving System, Inc. - \$1,233,308).

The Emerson Drive from Minton Road to C-1 canal is the second Year 2 (Phase 2) Road Bond Paving project to be out for construction. The Year 2 program was endorsed by the Infrastructure Advisory Oversight Board on January 27, 2020 and then approved by City Council on February 6, 2020. The project consists of Full Depth Reclamation (FDR) of the existing roadway, paving and striping. The project also includes permanent traffic calming median islands at Athens Drive.

The City received two bids. The Procurement Department staff reviewed the two 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 Engineer's estimate for the project is \$1,654,573.08. The lowest bid is \$1,121,189.82. Public Works Engineering staff has reviewed the pay items, proposed subcontractors, equipment list and checked references and is satisfied with the evidence provided by the contractor. Staff recommends Asphalt Paving Solutions, Zephyrhills, Florida for award of IFB #70-0-2020/SB – Road Bond Paving – Emerson Drive.

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

Staff is also recommending a 10% contingency fund of \$112,118 to cover any unforeseen change orders which is typical for construction projects. The City's Procurement Ordinance 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. Any funds remaining once the project has been closed will be transfer back to Road Bonds.

REQUESTING DEPARTMENT:

Public Works, Procurement

FISCAL IMPACT:

The total project award of \$1,121,189.82 plus \$112,118 for contingency change orders will result in a total appropriation of \$1,233,307.82 from the GO Road Bond unassigned funds to G/L Account 309-7090-541-6303 project 20GO11 Emerson Drive NE Paving PH 1.

RECOMMENDATION:

Motion to approve award of IFB #70-0-2020/SB – Road Bond Paving –Emerson Drive to Asphalt Paving System, Inc.

ATTACHMENTS:**Description**

70-0-2020 Emerson Dr Tabulation

				Local Preference: N/A		Local Preference: N/A	
	IFB #70-0-2020/SB Road Bond Paving - Emerson Drive			Asphalt Paving Systems, Inc.		Ranger Construction Industries	
				9021 Wire Road		4510 Glades Cutoff Road	
				Zephyrhills FL 33540		Ft Pierce FL 34981	
				813-788-0010		407-749-6266	
				dgannonaps@gmail.com		erik.jensen@rangerconstruction.com	
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 37,900.00	\$ 37,900.00	\$ 93,460.00	\$ 93,460.00
2	Maintenance of Traffic	1	LS	\$ 55,328.00	\$ 55,328.00	\$ 90,100.00	\$ 90,100.00
3	Erosion Control	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 555.50	\$ 555.50
4	Clearing and Grubbing	1.14	Ac	\$ 1,500.00	\$ 1,710.00	\$ 1,870.00	\$ 2,131.80
5	Full Depth Reclamation (FDR) pulverization – 8" depth	44,478	SY	\$ 1.69	\$ 75,167.82	\$ 1.50	\$ 66,717.00
6	2% Cement – Cement Treated Base	380	TN	\$ 155.00	\$ 58,900.00	\$ 162.80	\$ 61,864.00
7	2% Asphalt Emulsion	87,846	GAL	\$ 1.89	\$ 166,028.94	\$ 2.55	\$ 224,007.30
8	Milling Existing Asphalt Pavement 2" Depth	42,441	SY	\$ 1.90	\$ 80,637.90	\$ 1.85	\$ 78,515.85
9	Superpave Asphalt Concrete Traffic C, PG 76-22. SP 9.5	4,669	TN	\$ 111.50	\$ 520,593.50	\$ 135.00	\$ 630,315.00
10	Concrete Traffic Separator – Type Iv, 4' wide	105	LF	\$ 53.09	\$ 5,574.45	\$ 144.30	\$ 15,151.50
11	Concrete Traffic Separator -Variable width	14	SY	\$ 94.34	\$ 1,320.76	\$ 608.50	\$ 8,519.00
12	Concrete Sidewalk and Driveway 4"	428	SY	\$ 59.59	\$ 25,504.52	\$ 144.90	\$ 62,017.20
13	Detectable Warnings	734	SF	\$ 28.72	\$ 21,080.48	\$ 33.15	\$ 24,332.10
14	Performance Turf, Sod	5,505	SY	\$ 3.50	\$ 19,267.50	\$ 2.50	\$ 13,762.50
15	Delineator, Flexible Tubular	2	EA	\$ 65.00	\$ 130.00	\$ 105.60	\$ 211.20
16	Raised Pavement Marker, Type B	743	EA	\$ 3.10	\$ 2,303.30	\$ 4.45	\$ 3,306.35

	IFB #70-0-2020/SB Road Bond Paving - Emerson Drive			Asphalt Paving Systems, Inc.		Ranger Construction Industries	
				9021 Wire Road		4510 Glades Cutoff Road	
				Zephyrhills FL 33540		Ft Pierce FL 34981	
				813-788-0010		407-749-6266	
				dgannonaps@gmail.com		erik.jensen@rangerconstruction.com	
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price
17	Thermoplastic Standard, White Solid 12" crosswalk	1,913	LF	\$ 2.40	\$ 4,591.20	\$ 1.85	\$ 3,539.05
18	Thermoplastic Standard, White Solid 18" Diagonal	262	LF	\$ 3.60	\$ 943.20	\$ 2.05	\$ 537.10
19	Thermoplastic Standard, White 24" Stop Line	804	LF	\$ 4.80	\$ 3,859.20	\$ 3.35	\$ 2,693.40
20	Thermoplastic Standard, White message or symbol	3	EA	\$ 190.00	\$ 570.00	\$ 277.80	\$ 833.40
21	Thermoplastic Standard, White Arrow	16	EA	\$ 60.00	\$ 960.00	\$ 61.10	\$ 977.60
22	Thermoplastic Standard, Yellow Solid 18" diagonal	358	LF	\$ 3.60	\$ 1,288.80	\$ 2.05	\$ 733.90
23	Thermoplastic Standard, White Solid 6" line	22,807	LF	\$ 0.75	\$ 17,105.25	\$ 0.85	\$ 19,385.95
24	Thermoplastic Standard, Yellow Solid 6" line	25,220	LF	\$ 0.75	\$ 18,915.00	\$ 0.85	\$ 21,437.00
25	Edge Grading & Herbicides	1	LS	\$ 10.00	\$ 10.00	\$ 2,800.00	\$ 2,800.00
TOTAL ESTIMATED ANNUAL AMOUNT				\$1,121,189.82		\$1,427,903.70	



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Christopher A. Little, PE; Yvonne McDonald

DATE: 9/17/2020

RE: Miscellaneous: Clarifier valve replacement – additional expenditure, North Regional Wastewater Treatment Plant (emergency purchase) – Utilities Department (L7 Construction, Inc. - \$5,230).

On June 4, 2020 Council approved the appropriation of funds in the amount of \$61,031.00 for the emergency replacement of a gate valve at the clarifier at the North Regional Wastewater Treatment Plant (NRWWTP). During repairs at the NRWWTP staff discovered the valve was stuck in “open” position. Rather than closing the valve and risk having it stuck in “closed” position, staff determined the best course of action would be to replace the valve. Any delays in the replacement of this valve could cause an interruption in the treatment process. Additionally, the inoperable valve was impeding on-going construction activities at the NRWWTP. A purchase order was issued to L7 Construction, Inc., to replace the valve, amount \$39,185.57. The valve was direct purchased by the City.

During the excavation to access the existing valve, the Contractor discovered an electrical duct bank that was not listed on our drawings. This conflict required the Contractor change the trench box and other equipment to be used for the replacement of the valve. The Contractor has submitted a change order in the amount of \$9,226.62 for the cost to change equipment. Staff has reviewed the change order and concurs with the items listed. Currently there are not sufficient funds in the project for the change order and additional funds will be needed.

REQUESTING DEPARTMENT:

Utilities, Finance

FISCAL IMPACT:

Total cost for the change order \$9,226.62. A budget amendment will be submitted to cover the shortage. Pending approval of the budget amendment, funds will be available for this change order in the Utilities Department’s renewal replacement fund 424-8032-535-6221, project 20WS19.

RECOMMENDATION:

Motion to approve the appropriation of funds, in the amount of \$5,230.00, on the next scheduled

budget amendment for the additional expenditure for the NRWTP 24" Clarifier Valve Replacement.

ATTACHMENTS:

Description

L7 Construction Change Order

Legislative Memo June 4, 2020



Construction, Inc.

8/20/20

NRWWTP Clarifier

RE: 24" Valve Replacement

Attention: Chris Little

WE are requesting a change to the valve replacement P.O. due to the unforeseen conditions we encountered during the excavations on the existing valve, we ran into an electrical duct bank was not listed on any of our drawings which caused us to change out the type of trench box we had intended to use for a slightly smaller type that also meant changing some of the equipment we had for smaller equipment

- Labor one day (standard rates apply)	\$2,584.90
- Equipment Trench Box & Excavator	\$5,599.33
- Overhead/Profit @ 10%	\$1,042.39
- Total	\$9,226.62

Items specifically excluded from this scope include (Can price any of the below if requested):

- Permits
- Bonds & insurance
- 24" Valve & Sleeve with Megalugs provided by Owner
- Riser Pipe, Valve box existing
- Concrete Collar for valve box
- Electrical Disconnect or Reconnect
- Density Testing
- Sod or Seeding
- Unforeseen Conditions
- Overtime Pay Rates
- By-passing or Temporary pumping
- Dewatering or sludge removal

Approx. schedule of the scope of work:

- There is no completion deadline. Work can be scheduled as mutually agreeable.
- Approx. 5 Days of work at the project site is anticipated to complete the scope.

L7 Construction, Inc. proposes to provide the labor, equipment, and materials for all of the above scope of work for the lump sum of: **Nine Thousand Two Hundred Twenty Six Dollars & Sixty Two Cents (\$9,226.62)**

Thank you for the opportunity to quote you on this scope of work if you have any questions or concerns please feel free to give me a call to discuss.

Steve Robertson
L7 Construction, Inc.
321-972-9325 office
386-589-0255 cell

275 Hunt Cove Drive
Longwood, FL 32750
srobertson@L7constructs.com



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

REQUESTING DIRECTOR: Yvonne McDonald, Finance Director;
Christopher A. Little, PE, Utilities Director

DATE: June 4, 2020

RE: Fund Appropriation for Emergency Procurement, NRWTP
24" Clarifier Valve Replacement

SUMMARY:

While working at the North Regional Wastewater Treatment Plant (NRWWTP) clarifier, staff discovered a gate valve stuck in the "open" position. Staff attempted to troubleshoot the operability of the valve; however, the valve was buried too deep to safely excavate and inspect. This valve is critical to the operation of the plant and is the only way to isolate the clarifier for maintenance, cleaning and repairs. Should staff attempt to close the valve and it were to become stuck in the "closed" position, the treatment process would be completely interrupted. An interruption in the treatment process could cause a sewage spill at the NRWTP and non-compliance with the FDEP Operating Permit. Additionally, there are multiple Capital Improvement Projects (CIP) in progress at the NRWTP, and the inability to close the valve is impeding construction activities. The valve is approximately thirty-five years old and beyond its useful life.

Staff obtained quotes, 1) for the purchase of a new valve from Ferguson Waterworks in the amount of \$17,845.50, and 2) from L7 Construction, Inc., in the amount of \$39,185.57 for the excavation and removal of the existing valve and the installation of the new valve.

Staff has reviewed the quotes and requests council approval for the appropriation of funds for the replacement of the valve. The appropriation includes a contingency for unforeseen conditions or expenses that may arise during the replacement activity. The Emergency Purchase does not require council action as the amount falls under the threshold requiring council approval.

Per City Code of Ordinance **38.12 EMERGENCY PURCHASES**: The Chief Procurement Officer may make or authorize emergency purchases as defined herein. In the event of an emergency, such as a declaration of emergency pursuant to Fla. Stat. 252.38, by the Governor, or Fla. Stat. 252.38, by the County or City, an equipment failure, catastrophic damage to City property, or other similar unexpected event, all formal competitive bidding procedures are waived, and normal procurement procedures and requirements directly related to such emergency shall be suspended; and with the approval of the City Manager or the Chief Procurement Offices, the head of any department may purchase any required emergency supplies, materials, equipment or services. The head of such department shall send to the Chief Procurement Officer a requisition and copy of the delivery record together with a full justification and circumstances of the emergency. Records of emergency purchases shall be maintained by the Chief Procurement Officer. A record listing of all emergency purchases exceeding the mandatory City Council approval amount shall be submitted to the city Council within ninety (90) days of said purchase.

REQUESTING DEPARTMENTS:

Utilities Department

FISCAL IMPACT:

Total estimated cost will be \$61,031, which includes contingency. A budget amendment has been submitted. Pending approval of the budget amendment, funding will be available in the Utilities Department's renewal and replacement fund 424-8032-535-6221, project 20WS19.

RECOMMENDATION:

Motion to approve appropriation of funds on the next scheduled budget amendment for the replacement of the 24" valve at the NRWTP.

Attachments: (all available upon request)

- 1) Ferguson Quote & Emergency Purchase Data Sheet
- 2) L7 Construction Quote & Emergency Purchase Data Sheet



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Yvonne McDonald, Finance Director

DATE: 9/17/2020

RE: Resolution 2020-39, authorizing the issuance of a Special Obligation Revenue Refunding Note with JPMorgan Chase Bank, N.A., to refund the City's Outstanding Special Obligation Bonds, Series 2010.

On November 3, 2010, the City of Palm Bay issued \$5,485,000 in Public Service Tax Revenue Bonds, Series 2010. The bonds were used to finance the construction of the City Hall Annex Building. These bonds were Federally Taxable - Build America Bonds - Recovery Zone Economic Development Bonds - Direct Subsidy. The City was supposed to receive federal subsidy payments equal to 45% of the interest paid to investors in the bonds. To receive the federal subsidy payments, the City must file with the Internal Revenue Service semi-annually. However, because of subsequent Federal sequestration, certain automatic reductions took place to the subsidy payment over the past several years. Since October 2016, the federal subsidy payments received have been reduced by average annual amount of 6.4%.

The Series 2010 Public Service Tax Revenue Bonds are callable without penalty on October 1, 2020 and are now eligible for refunding with tax exempt financing. Approximately \$4.7 million of callable Series 2010 bonds are outstanding with a final maturity through 2040. Because of the amount outstanding and estimated Net Present Value (PV) Savings, based on preliminary refunding analysis provided by the City's Financial Advisor, staffed opted to seek a bank loan, in lieu, of another bond to refund the Series 2010 Bonds for savings purposes while shortening the total repayment term.

On August 7, 2020, the City issued a request for proposal for a tax-exempt bank loan not to exceed \$4,500,000. On August 25, 2020 one response was received from JPMorgan Chase Bank to provide the requested refinancing. JPMorgan offered 4 different options regarding structure of the loan. Staff based upon analysis and information provided by the Financial Advisor is recommending the City go with the standard make whole option, providing the lowest proposed indicative rate of 1.91% at the time of submission of the proposal. The final rate will be determined once the rate is locked in.

Based upon the indicative rate submitted by JPMorgan of 1.91%, the savings from refinancing is estimated to be approximately equivalent to initial analysis used to determine pursuing the bank loan refinancing. Other banks who responded to the Utility's request for a loan issued at the same time indicated that they did not respond to the Special Obligation Loan RFP due to loan size and term length for this particular loan and one just overlooked the RFP.

Because of the lower interest rate associated with the proposed refinancing (indicative rate of 1.91%), the City is estimating a significant reduction in total debt service over the remaining life resulting in estimated Net PV Savings of approximately \$680,000 while shortening the total repayment term by 5 years.

The attached Resolution authorizes the issuance of a Special Obligation Revenue Refunding Note to refund the City's Outstanding Special Obligation Bonds, Series 2010 and authorize the execution and delivery of the Loan Agreement other documents in connection with the refinancing.

REQUESTING DEPARTMENT:

City Manager's Office, Finance

FISCAL IMPACT:

Estimated Net PV Saving of approximately \$680,000 equating to over 14% of the bonds refunded while shortening the total repayment by 5 years.

RECOMMENDATION:

Motion to approve the Resolution authorizing issuance of a Special Obligation Revenue Refunding Note, Series 2020 between the City of Palm Bay and JPMorgan Chase Bank, N.A and execution of all required documents.

ATTACHMENTS:

Description

Summary of Bank Loan Options

Resolution 2020-39

Resolution 2020-39, Exhibits A-C

City of Palm Bay, Florida

Summary of Bank Loan Proposal Responses | August 25, 2020

Special Obligation Refunding Note, Series 2020

Not-to-Exceed \$4,500,000 | Tax Exempt, Non-Bank Qualified | October 1, 2035

Financial Institution	Proposed Interest Rate	Closing Costs	Prepay Penalty?	Conditions/Comments
JPMorgan Chase Bank, N.A.	Option A: 1.91%* Option B: 2.11%* Option C: 2.19%* Option D: 2.32%* <i>*Indicative as of 8/25/2020</i>	\$8,500	<u>Opt. A:</u> Make-whole <u>Opt. B:</u> Make-whole prior to 10/1/25, then no penalty <u>Opt. C:</u> Make-whole prior to 10/1/23, then no penalty <u>Opt. D:</u> Make-whole prior to 10/1/21, then no penalty	1. Proposal will expire on 10/1/2020. 2. Indicative interest rates; Rate lock agreement needed to lock in interest rate 3. Default Rate of Bank's Prime Rate + 4% 4. 30/360 interest day count method 5. Documents acceptable to bank, and usual and customary representations, warranties, events of default, remedies 6. CAFR to be provided within 210 days of FYE. Additional information as may be reasonably requested 7. Gross-up for event of taxability 8. May at any time sell, assign, and pledge or transfer all or a portion to one or more assignees which may include affiliates of Bank 9. Issuer will reimburse bank in connection with preparation of document and enforcement or preservation of any rights under loan documents 10. Waiver of jury trial 11. Subject to final credit approval

RESOLUTION 2020-39

A RESOLUTION OF THE CITY OF PALM BAY CITY COUNCIL AUTHORIZING THE ISSUANCE BY THE CITY OF PALM BAY OF NOT EXCEEDING \$4,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF A SPECIAL OLBIGATION REVENUE REFUNDING NOTE, SERIES 2020, TO PROVIDE FUNDS TO REFUND THE CITY'S OUTSTANDING PUBLIC SERVICE TAX REVENUE BONDS, SERIES 2010 (FEDERALLY TAXABLE – BUILD AMERICA BONDS – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT SUBSIDY); AUTHORIZING THE AWARD OF THE SALE OF THE NOTE UPON COMPLIANCE WITH CERTAIN PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED LOAN AGREEMENT BETWEEN THE CITY AND THE PURCHASER OF THE NOTE; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. DEFINITIONS. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Bond Resolution and the Loan Agreement (each as hereinbelow defined). Additionally, when used in this Resolution, the following capitalized terms shall have the meanings set forth below:

"Bond Resolution" shall mean Resolution No. 2013-25 adopted by the City on September 5, 2013, as amended and supplemented.

"Escrow Agent" shall mean the Escrow Agent serving under the Escrow Deposit Agreement.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement, dated as of October 1, 2020, between the City and Hancock Whitney Bank, as escrow agent.

"Loan Agreement" shall mean the Loan Agreement, dated as of October 1, 2020, between the City and JPMorgan Chase Bank, N.A.

"Refunded Indebtedness" shall mean the City's Public Service Tax Revenue Bonds, Series 2010 (Federally Taxable – Build America Bonds – Recovery Zone Economic Development Bonds – Direct Subsidy).

"Series 2020 Note" shall mean the City's Special Obligation Revenue Refunding Note, Series 2020, to be issued pursuant to the Bond Resolution, as supplemented hereby, and the Loan Agreement referenced below.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This resolution is enacted pursuant to the provisions of the City Charter, Chapter 166, Part II, Florida Statutes, the Bond Resolution, and other applicable provisions of law.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Bond Resolution authorizes the issuance from time to time of revenue bonds of the City for the purposes set forth therein.

B. The City intends to issue the Series 2020 Note as a Tax-Exempt Bond and a Refunding Bond under the Bond Resolution for the purpose of refunding the Refunded Indebtedness. The City hereby determines that the refunding of the Refunded Indebtedness will serve a valid public and municipal purpose in accordance with the Act by allowing the City to restructure the Refunded Indebtedness to the financial benefit of the City.

C. It is necessary and desirable to provide for the execution and delivery of a Loan Agreement and the issuance of the Series 2020 Note to implement the loan referenced therein (the "Loan"). The principal of and interest on the Series 2020 Note will be secured solely by and payable from the Pledged Funds as provided in the Bond Resolution. The Pledged Funds are not now pledged or encumbered in any manner, except to payment of the Refunded Indebtedness, the City's Taxable Special Obligation Refunding Bonds, Series 2013 and Taxable Special Obligation Refunding Bonds, Series 2019 (the Series 2013 Bonds and Series 2019 Bonds collectively, the "Outstanding Parity Bonds"). The Series 2020 Note shall be deemed as a "Bond" under the Bond Resolution and secured by a lien on the Pledged Funds on a parity with the lien of the Outstanding Parity Bonds and any Additional Parity Bonds issued pursuant to the Bond Resolution.

D. In accordance with the provisions of Part III, Chapter 218, Florida Statutes, a negotiated sale of the Series 2020 Note is in the best interest of the City because of the flexibility available in structuring the Series 2020 Note and its terms.

SECTION 4. AUTHORIZATION OF REDEMPTION AND RATE LOCK AGREEMENT. The Refunded Indebtedness is hereby authorized to be redeemed by the City. The City hereby authorizes the Mayor to execute any notice to redeem, continuing disclosure filing and other documentation to effectuate the redemption, and to execute a "rate-lock agreement" in the form attached hereto as Exhibit C, reflecting the terms of Section 6 below.

SECTION 5. AUTHORIZING AND AWARD OF SERIES 2020 NOTE. The issuance by the City of not to exceed \$4,500,000 in principal amount of its Special Obligation Revenue Refunding Note, Series 2020 for the purposes described above; to be dated, to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to redemption and to have such other characteristics as are provided in the Loan Agreement attached; and secured by a pledge of and lien on the Pledged Funds under the Bond Resolution, is hereby authorized. The sale of the Series 2020 Note is hereby authorized to JPMorgan Chase Bank, N.A. under the terms set forth in the Loan Agreement.

SECTION 6. APPROVAL OF LOAN AGREEMENT AND SERIES 2020 NOTE. The Loan Agreement and the Series 2020 Note in the form attached thereto as Exhibit A are hereby approved in substantially such forms, with such modifications as may be approved by the Mayor or Vice Mayor, including a modification of the principal amount thereof (not to exceed \$4,500,000) and principal repayments thereon, such approval to be conclusively determined by his or her execution thereof, and the execution and delivery thereof by the Mayor or Vice Mayor and the Clerk, who are hereby authorized to execute and deliver such instruments and to take such other actions as shall be necessary to implement the Loan. Execution of the Loan Agreement is conditioned on the final Loan Agreement reflecting an interest rate of not to exceed 2.5% (subject to adjustment as set forth in the Loan Agreement).

SECTION 7. AUTHORIZATION OF REFUNDING OF THE REFUNDED INDEBTEDNESS. The refunding of the Refunded Indebtedness is hereby authorized. The Mayor, City Attorney, City Manager, Finance Director and City Clerk are hereby authorized to execute all documents and to take all action necessary or required in connection with the issuance of the Series 2020 Note and the refunding of the Refunded Indebtedness.

SECTION 8. ESCROW DEPOSIT AGREEMENT. The Issuer hereby authorizes and directs the Mayor and City Clerk to enter into an Escrow Deposit Agreement, in substantially the form attached hereto as Exhibit B (the "Escrow Deposit Agreement") with such modifications and changes as approved by the Mayor and City Clerk, including

the investment of amounts deposited therein, approval to be presumed by their execution thereof. Hancock Whitney Bank is hereby appointed Escrow Agent under the Escrow Deposit Agreement.

SECTION 9. REPEAL OF INCONSISTENT PROVISIONS. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 10. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

SECTION 11. EFFECTIVE DATE. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting 2020- , of the City Council of the City of Palm Bay, Brevard County, Florida, on , 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

EXHIBIT A
FORM OF LOAN AGREEMENT

LOAN AGREEMENT

between

CITY OF PALM BAY, FLORIDA

and

JPMORGAN CHASE BANK, N.A.

Dated as of October 1, 2020

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This LOAN AGREEMENT made and entered as of October 1, 2020, by and between the CITY OF PALM BAY, FLORIDA (the "City") and JPMORGAN CHASE BANK, N.A. (the "Lender").

W I T N E S S E T H

WHEREAS, the City has determined that it is necessary, desirable and in the best interests of the City and its inhabitants that the City issue its [\$4,290,000] Special Obligation Revenue Refunding Note, Series 2020 (the "Series 2020 Note"), for the principal purpose of refunding the City's outstanding Public Service Tax Revenue Bonds, Series 2010 (Federally Taxable – Build America Bonds – Recovery Zone Economic Development Bonds – Direct Subsidy) (the "Refunded Indebtedness").

WHEREAS, the City has determined that it is without adequate currently available funds to refinance the Refunded Indebtedness and it is necessary that funds be made immediately available to the City in order to refinance the Refunded Indebtedness.

WHEREAS, the City has determined that it is in its best interest to accept the proposal of the Lender as set out herein.

WHEREAS, the Lender has agreed to lend the City the aggregate principal amount of [\$4,290,000] in return for the Series 2020 Note.

WHEREAS, the City has determined that it is in the best interest of the health, safety, and welfare of the City and the inhabitants thereof that the City pledge its Pledged Funds, as defined in Resolution No. 2013-25 of the City Council of the City, adopted September 5, 2013, as amended and supplemented, and particularly as supplemented by Resolution No. 2020-____ adopted by the City Council of the City on September 17, 2020 (collectively "Bond Resolution") to repay the principal of and interest on the Series 2020 Note when due, as provided herein.

WHEREAS, the Series 2020 Note shall not constitute a general obligation or indebtedness of the City as a "bond" within the meaning of any provision of the Constitution of the State, but shall be and is hereby declared to be a special, limited obligation of the City, the principal of and interest on which is payable solely from the Pledged Funds in the manner provided herein and in the Bond Resolution, and the principal of and interest on the Series 2020 Note and all other payments provided for herein and in the Bond Resolution will be paid solely from the Pledged Funds, and it will never be necessary or authorized to levy taxes on any real property of or in the City to pay the principal of or interest on the Series 2020 Note or other payments provided for herein or in the Bond Resolution. Furthermore, neither the Series 2020 Note nor the interest thereon shall be or constitute a lien upon any other property of or in the City other than the Pledged Funds in the manner provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties do hereby agree as follows:

DEFINITIONS. Capitalized terms used and not defined herein shall have the meanings set forth in the Bond Resolution. The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

"Act" means the City Charter, Chapter 166, Part II, Florida Statutes, and other applicable provisions of law.

"Authorized Investments" means any obligations, deposit certificates, or other evidences of indebtedness legal for investment pursuant to law, to the extent not inconsistent with the terms of the investment policy of the City and applicable law.

"Board" means the City Council of the City.

"Bond Resolution" means, collectively, Resolution No. 2013-25 of the City Council of the City, adopted September 5, 2013, as amended and supplemented, and particularly as supplemented by Resolution No. 2020-____, adopted by the City Council on September 17, 2020, as the same may be amended and supplemented.

"Business Day" means any day of the year on which banks in the City of Palm Bay, Florida are not required or authorized by law to remain closed and on which the Lender and the Paying Agent and the New York Stock Exchange, Inc. are open for business.

"City" means the City of Palm Bay, Florida, a municipal corporation and public body corporate and politic of the State of Florida.

"Clerk" means the City Clerk, any Deputy Clerk designated by the Clerk to act on his or her behalf, or such other person or persons as may be duly authorized to act on his or her behalf.

"Default Rate" means the Prime Rate plus 4.00%, not to exceed the maximum rate permitted by law.

"Determination of Taxability" shall mean the circumstance of some or all of the interest paid or payable on the Series 2020 Note becoming includable for federal income tax purposes in the gross income of the registered owners due to any act or inaction of the City, including, without limitation, (a) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest payable on the Series 2020 Note is includable for federal income tax purposes in the gross income of the holder thereof, which notice or notification is not contested by either the City or any holder of such Note, or (b) a determination by a court of competent jurisdiction that the interest payable on the Series 2020 Note is includable for federal income tax purposes in the gross income of the holder thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (c) the admission in writing by the City to the effect that interest on the Series 2020 Note is includable for federal income tax purposes in the gross income of the holder thereof. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which some or all of the interest on the Series 2020 Note is deemed includable in the gross

income of a registered owner. A Determination of Taxability shall not occur solely because such interest on the Series 2020 Note is treated as an indirect tax preference item under the Code.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement, dated as of October 1, 2020, between the City and Hancock Whitney Bank, as escrow agent.

"Escrow Fund" shall mean the Escrow Fund established pursuant to the Escrow Deposit Agreement.

"Federal Securities" means direct obligations of the United States of America and obligations the principal of and interest on which are fully guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

"Fiscal Year" means the period from October 1 to the succeeding September 30, or such other period as may be prescribed by law.

"Lender" means JPMorgan Chase Bank, N.A., as initial registered owner of the Series 2020 Note, or its successor in interest or its assigns.

"Maturity Date" means the date which the principal and interest on the Series 2020 Note, or any portion thereof, shall be payable.

"Mayor" means the Mayor of the City, and in his absence or unavailability, the Vice-Mayor, and such other person or persons as may be duly authorized to act on their behalf.

"Outstanding Parity Bonds" shall mean, collectively, the City's Taxable Special Obligation Refunding Bonds, Series 2013 and Taxable Special Obligation Refunding Bonds, Series 2019.

"Paying Agent" means, with respect to the Series 2020 Note, the Clerk.

"Person" or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Pledged Funds" shall have the meaning set forth in the Bond Resolution.

"Prime Rate" shall mean a rate of interest equal to the announced prime commercial lending rate per annum of the Lender. The Prime Rate is a reference rate for the information and use of the Lender in establishing the actual rate to be charged to the City. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

"Refunded Indebtedness" shall mean the City's Public Service Tax Revenue Bonds, Series 2010 (Federally Taxable – Build America Bonds – Recovery Zone Economic Development Bonds – Direct Subsidy).

"Register" means the books maintained by the Registrar in which are recorded the name and address of the holder of the Series 2020 Note.

"Registrar" means the Person maintaining the Register. The Registrar with respect to the Series 2020 Note shall be the Clerk.

"Series 2020 Note" means the Series 2020 Note of the City delivered to the Lender in substantially the form attached hereto as Exhibit A, with such modifications thereto as may be approved by the Mayor, upon the advice of the City Attorney, such approval to be presumed by the Mayor's execution thereof.

"State" means the State of Florida.

"Stated Rate" shall mean [____]% per annum.

INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

THE LOAN.

Loan. The Lender hereby makes and the City hereby accepts the loan in the principal amount of \$4,500,000 upon the terms and conditions herein.

Disbursement of Proceeds. Proceeds of the loan shall be made available to the City on the date of closing of the loan.

DESCRIPTION OF SERIES 2020 NOTE.

The loan shall be evidenced by the Series 2020 Note. The Series 2020 Note shall be dated as of the date of initial delivery thereof; shall mature on October 1, 2035, shall be in registered form; and shall bear interest from its date until payment of the principal amount thereof, at the applicable Stated Rate. Interest on the Series 2020 Note shall be payable on each April 1 and October 1, commencing April 1, 2021, and at the maturity of the Series 2020 Note, calculated on a basis of 360 days comprised of twelve, 30-day months. Principal shall be paid each October 1, commencing on October 1, 2021, in the amounts set forth in the form of Series 2020 Note attached hereto as Exhibit A.

The Series 2020 Note is subject to prepayment prior to maturity, at the option of the City and with five Business Days' prior written notice to the Lender, in whole or in part at any time, upon payment of a prepayment price equal to 100% of the outstanding par amount of the Series 2020

Note prepaid, plus accrued interest to the prepayment date, plus a fee calculated as described in paragraph C below.

In consideration of the Lender offering the City a fixed rate of interest on the Series 2020 Note, the City agrees that if the City prepays all or any portion of the principal balance of the Series 2020 Note prior to any scheduled payment due date and/or the stated maturity date set forth above pursuant to Section 4(B) hereof, the City agrees to pay the Lender, on the date of such prepayment a premium (the "Premium"). For purposes of the foregoing, the term "Premium" shall mean the sum of the differences between (a) each scheduled interest payment which would have been made on the prepaid amount if such prepayment had not occurred and (b) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Lender shall be deemed to have entered into as of the date of such prepayment (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Lender shall be deemed to have entered into when the prepaid amount was originally funded, with each such difference discounted to a present value as of the date of prepayment using the fixed interest rate of the Replacement Swap as the applicable discount rate; provided, that if the above calculation results in a negative number, the Premium shall be zero. The City acknowledges that the Lender might not fund or hedge its fixed rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the loan evidenced by the Series 2020 Note. All calculations and determinations by the Lender of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

In the event of a Determination of Taxability, the interest rate on the Series 2020 Note shall be adjusted to a rate per annum determined by the Lender to provide the equivalent yield to said Lender (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, the owner of the Series 2020 Note or any former owners of such Note, as appropriate, shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States of America by the owner of the Series 2020 Note or any former owners of such Note as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the City within sixty (60) days following the Determination of Taxability and demand by the owner.

In the alternative, in the event that interest on the Series 2020 Note during any period becomes partially taxable as a result of a Determination of Taxability applicable to less than all of such Note, then the interest rate on such Note shall be increased during such period by an amount equal to: $(A-B) \times C$ where:

- (A) "A" equals the Taxable Rate (expressed as a percentage);
- (B) "B" equals the interest rate on such Note (expressed as a percentage); and
- (C) "C" equals the portion of such Note the interest on which has become taxable as the result of such tax change (expressed as a decimal).

In addition, the owner of the Series 2020 Note or any former owners of such Note, as appropriate, shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States by the owner of the Series 2020 Note or any former owners of such Note as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the City within sixty (60) days following the Determination of Taxability and demand by the owner.

EXECUTION OF SERIES 2020 NOTE. The Series 2020 Note shall be executed in the name of the City by the Mayor, and attested and countersigned by the Clerk, and its official seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Series 2020 Note may be signed and sealed on behalf of the City by any person who at the actual time of the execution of such Series 2020 Note shall hold such office in the City, although at the date of such Series 2020 Note such person may not have been so authorized. The Series 2020 Note may be executed by the facsimile signatures of the Mayor or Clerk.

REGISTRATION AND TRANSFER OF SERIES 2020 NOTE. The Series 2020 Note shall be subject to registration and transfer as set forth in the Bond Resolution. Further, any transfer of the Series 2020 Note shall be (A) only in whole, in a denomination of not less than \$100,000, and (B) restricted to Permitted Lenders. A "Permitted Lender" shall mean any bank, trust company, savings institution, insurance company or "qualified institutional buyer" (as defined in Rule 144A of the Securities Act of 1933, as amended) that is engaged as a regular part of its business in making loans and is authorized to do business in the State. Written notice of any such transfer must be provided to the City.

FORM OF SERIES 2020 NOTE. The Series 2020 Note shall be in substantially the form of Exhibit A hereto, with such variations, omissions and insertions as may be necessary, desirable and authorized or permitted by this Agreement.

SECTION 8. SECURITY FOR SERIES 2020 NOTE; SERIES 2020 NOTE NOT DEBT OF THE CITY. The payment of the principal of and interest on the Series 2020 Note shall be secured forthwith, by a lien upon and a pledge of the Pledged Funds. The Pledged Funds are not now pledged or encumbered in any manner, except to payment of the Refunded Indebtedness and the Outstanding Parity Bonds. The Series 2020 Note shall be in all respects a "Bond" for purposes of the Bond Resolution, and all of the provisions of the Bond Resolution granting rights to the Holders of Bonds thereunder shall run to the Lender.

The Series 2020 Note shall not constitute a general obligation or indebtedness of the City and the Lender shall never have the right to require or compel the levy of taxes upon any property of or in the City for the payment of the principal of and interest on the Series 2020 Note. The City does hereby irrevocably pledge the Pledged Funds to the payment of the principal of and interest on the Series 2020 Note.

SECTION 9. COVENANTS OF THE CITY. So long as any of the principal of or interest on the Series 2020 Note shall be outstanding and unpaid or until provision for payment of the Series 2020 Note shall have been made pursuant to the provisions of the Bond Resolution, the City covenants with the Lender as follows:

A. Financial Statements. Not later than 210 days following the end of each Fiscal Year, the City shall provide the Lender (in electronic format, if available) the annual audited financial statements of the City audited by the City's certified public accountants, together with the report of such accountants containing only such qualifications as are reasonably acceptable to the Lender.

B. Other Information. The City shall provide the Lender with such other information as it may reasonably request.

C. Reserve Account. The Series 2020 Note shall not be secured by the Reserve Account established pursuant to the Bond Resolution.

SECTION 10. APPLICATION OF SERIES 2020 NOTE PROCEEDS. The proceeds of the Series 2020 Note shall first be applied by the City to pay the costs of preparation and issuance of the Series 2020 Note and thereafter shall be deposited by the City, together with other available funds, into the Escrow Fund established under the Escrow Deposit Agreement and applied to the defeasance of the Refunded Indebtedness as of the date hereof.

SECTION 11. CONDITIONS PRECEDENT. The obligation of the Lender to make the disbursement of proceeds is subject to the satisfaction of each of the following conditions precedent on or before the closing date:

A. Action. The Lender shall have received copies of all action taken by the City approving the execution and delivery by the City of this Agreement and the financing documents to which the City is a party, in each case certified as complete and correct as of the closing date.

B. Incumbency of Officers. The Lender shall have received an incumbency certificate of the City in respect of each of the officers who is authorized to sign this Agreement and the financing documents to which it is a party on behalf of the City.

Opinion of Counsel to the City. The Lender shall have received a written opinion of counsel to the City covering matters relating to the transactions contemplated by this Agreement and the financing documents, in form and substance satisfactory to the Lender.

Opinion of Bond Counsel. The Lender shall have received an opinion from bond counsel in respect of the Series 2020 Note, in form and substance satisfactory to the Lender. The opinion shall, at a minimum, address (i) the enforceability of the Bond Resolution and this Agreement, and (ii) that this Agreement and the Series 2020 Note create a valid lien on the Pledged Funds in accordance with their terms, on a parity with the lien of the Outstanding Parity Bonds and any Additional Bonds issued pursuant to the Bond Resolution.

No Default, Etc. No Default shall have occurred and be continuing as of the closing date or will result from the execution and delivery of this Agreement; the representations and warranties made by the City shall be true and correct in all material respects on and as of the closing date, as if made on and as of such date; and the Lender shall have received a certificate from the City to the foregoing effect.

Evidence of Compliance with Section 210 of the Bond Resolution. Evidence of compliance with the applicable requirements of Section 210 of the Bond Resolution.

Other Documents. The Lender shall have received such other documents, certificates and opinions as the Lender or its counsel shall have reasonably requested.

SECTION 12. REPRESENTATIONS AND WARRANTIES. The City represents and warrants to the Lender that:

A. Organization. The City is a municipal corporation and a public body corporate and politic of the State of Florida.

B. Authorization of Agreement and Related Documents. The City has the power and has taken all necessary action to authorize the execution, delivery and performance of the City's obligations under this Agreement and each of the financing documents to which it is a party in accordance with its respective terms. This Agreement has been duly executed and delivered by the City and is, and each of the financing documents to which it is a party when executed and delivered will be, legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization or moratorium applicable to the City and general equitable principles regarding the availability of specific performance.

C. Pledged Funds. The City currently receives the Pledged Funds in sufficient amounts in each Fiscal Year to pay the principal of and interest on the Series 2020 Note, when due, subject to any prior liens or encumbrances on such Pledged Funds, whether now existing or hereafter created. The Pledged Funds are estimated to be sufficient to pay the principal of and interest on the Series 2020 Note and the Outstanding Parity Bonds as the same becomes due and to make all other payments required to be made from such Pledged Funds by the terms of this Agreement, the Bond Resolution or other instruments to which the City is a party or pursuant to which all or any portion of the Pledged Funds may be obligated.

D. Financial Statements. The financial statements of the City for the year ended September 30, 2019, copies of which have been furnished to the Lender, have been prepared in accordance with generally accepted accounting principles and present fairly the financial condition of the City as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues (including, without limitation, the Pledged Funds), properties or operations of the City.

SECTION 13. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

City: City of Palm Bay, Florida
120 Malabar Road, S.E.

Palm Bay, Florida 32907
Attention: Finance Director

Lender: JPMorgan Chase Bank, N.A.
450 S. Orange Avenue, Suite 1000
Orlando, FL 32801

Either of the above parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Communication to the Lender via telecopier shall be confirmed by delivery of a hard copy thereof to the Lender not later than two Business Days after such communication by telecopier. Notices to the Paying Agent shall be effective only upon the receipt thereof by the Paying Agent.

SECTION 14. EVENTS OF DEFAULT DEFINED. Any Event of Default occurring under the Bond Resolution shall be deemed an event of default hereunder.

SECTION 15. REMEDIES. The Lender may sue to protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, of the United States of America, or granted and contained in this Agreement, and to enforce and compel the performance of all duties required by this Agreement or by any applicable laws to be performed by the City, the Board or by any officer thereof, and may take all steps to enforce this Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America. Notwithstanding the foregoing, the declaration of all payments of principal and interest on the Series 2020 Note to be immediately due and payable is not a remedy upon the occurrence of an Event of Default; provided, that if another Bondholder exercises such right, the Lender shall be entitled to exercise it, too. The Lender may recover from the City all expenses incurred in pursuing any allowable remedy hereunder, including without limitation reasonable attorneys' fees at all levels of proceedings, whether incurred in connection with collection, bankruptcy proceedings, at trial, appeal or otherwise. Upon the occurrence and during the continuance of an Event of Default, the Note shall bear interest at the Default Rate.

SECTION 16. NO RECOURSE. No recourse shall be had for the payment of the principal of and interest on the Series 2020 Note or for any claim based on the Series 2020 Note or on this Agreement, against any present or former member or officer of the Board or any person executing the Series 2020 Note.

SECTION 17. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement.

SECTION 18. DEFAULT RATE. Upon the occurrence of any Event of Default, commencing from the date of such Event of Default until such Default is remedied or the amounts due hereunder are paid in full, the Series 2020 Note shall bear interest at the Default Rate.

SECTION 19. WAIVER OF JURY TRIAL AND VENUE. With respect to any suit or action between the City and the Lender relating to the Series 2020 Note or this Agreement or any other aspect of the transaction between the City and the Lender, the City and the Lender each, to the fullest extent permitted by law, expressly waives any right to a jury trial, and agrees that the exclusive venue for any such suit or action shall be Brevard County, Florida.

SECTION 20. AMENDMENTS, CHANGES AND MODIFICATIONS. This Agreement may be amended by the City, with the prior written consent of the Lender.

SECTION 21. BINDING EFFECT. To the extent provided herein, this Agreement shall be binding upon the City and the Lender and shall inure to the benefit of the City and the Lender and their respective successors and assigns.

SECTION 22. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 23. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 24. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State.

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

CITY OF PALM BAY, FLORIDA

William Capote, Mayor

ATTEST:

Terese Jones, City Clerk

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF SERIES 2020 NOTE

No. R-1

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF PALM BAY, FLORIDA
SPECIAL OBLIGATION REVENUE REFUNDING NOTE,
SERIES 2020

RATE OF INTEREST	MATURITY DATE	DATE OF ISSUE
[1.910%]*	October 1, 2035	October 1, 2020

REGISTERED OWNER: JPMORGAN CHASE BANK, N.A.

PRINCIPAL AMOUNT: [FOUR MILLION TWO HUNDRED NINETY THOUSAND DOLLARS]

KNOW ALL MEN BY THESE PRESENTS, that the City of Palm Bay, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner on the Maturity Date specified above the principal amount then outstanding pursuant to the terms of that certain Loan Agreement, dated as of October 1, 2020, between the City and the Registered Owner (the "Agreement"), plus interest thereon from the Date of Issue set forth above to the date of payment thereof, at the Rate of Interest until payment of the Principal Amount above stated, such interest to be calculated on a 360-day year comprised of twelve 30-day months. This Series 2020 Note shall bear interest at a fixed rate of interest equal to [1.910%], subject to adjustment as set forth in the Agreement. Interest on this Series 2020 Note shall be payable on each April 1 and October 1, commencing April 1, 2021 and at the maturity of this Series 2020 Note. Principal due on this Series 2020 Note shall be paid each October 1, commencing October 1, 2021, in the amounts set forth below:

<u>Year (October 1)</u>	<u>Amount</u>
2021	[\$245,000
2022	251,000
2023	256,000
2024	262,000
2025	267,000
2026	273,000
2027	279,000
2028	285,000
2029	291,000
2030	297,000
2031	304,000
2032	310,000

*Subject to adjustment as set forth in the Agreement.

2033	317,000
2034	323,000
2035	330,000]

Upon and during the occurrence of an Event of Default, this Series 2020 Note shall bear interest at the default rate set forth in Section 18 of the Agreement.

This Series 2020 Note may be prepaid in whole or in part prior to maturity upon five (5) Business Days' prior written notice to the Registered Owner and upon payment of the prepayment price of the par amount thereof prepaid, plus accrued interest to the date of prepayment, plus the premium set forth in the Agreement.

This Series 2020 Note is issued under the authority of the City Charter, Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law, and pursuant and subject to the terms and conditions of Resolution No. 2013-25, duly adopted by the City on September 5, 2013, as amended and supplemented, and particularly as supplemented by Resolution No. 2020-____ adopted by the City Council of the City on September 17, 2020 (hereinafter collectively called the "Bond Resolution") and the Agreement, to which reference should be made to ascertain those terms and conditions. This Series 2020 Note is a "Bond" for purposes of the Bond Resolution. All payments with respect hereto shall be made as provided in the Agreement. The Holder hereof agrees to return this Series 2020 Note to the City upon the final payment hereon.

This Series 2020 Note and the interest hereon are payable solely from and secured by a lien upon and a pledge of (1) the Designated Revenues, (2) any Non-Ad Valorem Revenues actually deposited into the Sinking Fund to cure a Sinking Fund Deficiency, and (3) all investment income in the funds and accounts established under the Bond Resolution, except for the Rebate Fund (collectively, the "Pledged Funds").

This Series 2020 Note shall not constitute a general obligation or indebtedness of the City, and the Registered Owner shall never have the right to require or compel the levy of taxes on any property of or in the City for the payment of the principal of and interest on this Series 2020 Note. This Series 2020 Note shall not constitute a lien upon any property of or in the City, but shall be payable solely from the Pledged Funds on a parity with the lien of the Outstanding Parity Bonds and any Additional Bonds issued pursuant to the Bond Resolution and in the manner provided in the Agreement. Reference is made to the Agreement and the Bond Resolution for the provisions relating to the security for payment of this Series 2020 Note and the duties and obligations of the City hereunder.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this Series 2020 Note, have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, the City of Palm Bay, Florida, has caused this Series 2020 Note to be executed by its Mayor, and attested by its Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this Series 2020 Note to be dated October 1, 2020.

CITY OF PALM BAY, FLORIDA

William Capote, Mayor

ATTEST:

Terese Jones, City Clerk

The following abbreviations, when used in the inscription on the face of the within, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

JT TEN - as joint tenants with right of survivorship

TEN ENT - as tenants by the entireties and not as tenants in common

UNIF GIF MIN ACT - _____ UNIF TRANS MIN ACT - _____ (Cust.)

Custodian for _____ Custodian for _____
(Minor)

under Uniform Gifts to Minorunder Uniform Transfers to

Minors Act of _____ Minors Act of _____
(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE the within Series 2020 Note and does hereby irrevocably constitute
and appoint

as his agent to transfer this Series 2020 Note on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed by a
member firm of the New York Stock
Exchange or a commercial bank or trust
company.

NOTICE: The signature to this assignment
must correspond with the name of the
Registered Owner as it appears upon the face
of the within Series 2020 Note in every
particular, without alteration or enlargement
or change whatever, and the Social Security
or other identifying number of such assignee
must be supplied.

(Authorized Officer)

EXHIBIT B
FORM OF ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT (the "Agreement"), dated as of October 1, 2020, by and between the City of Palm Bay, Florida (the "Issuer") and Hancock Whitney Bank (the "Escrow Agent"), a Mississippi banking corporation having its designated corporate trust office in Baton Rouge, Louisiana, as escrow agent hereunder.

WHEREAS, the Issuer has heretofore issued its Public Service Tax Revenue Bonds, Series 2010 (Federally Taxable – Build America Bonds – Recovery Zone Economic Development Bonds – Direct Subsidy) in the original aggregate principal amount of \$5,485,000 (the "Refunded Bonds") pursuant to Resolution No. 92-07 of the Issuer, adopted January 16, 1992, as amended and supplemented (the "Refunded Bonds Resolution"); and

WHEREAS, the Issuer has determined to issue its [\$4,290,000] Special Obligation Revenue Refunding Note, Series 2020 (the "Series 2020 Note") pursuant to the terms of the Issuer's Resolution No. 2013-25, adopted September 5, 2013, as amended and supplemented, including particularly as supplemented by Resolution No. 2020-____ adopted on September 17, 2020 (collectively, the "Resolution") and desires to provide payment of the Refunded Bonds as set forth on Schedule B attached hereto and discharge and satisfy the pledges, liens and other obligations of the Issuer under the Refunded Bonds Resolution; and

WHEREAS, the issuance of the Series 2020 Note, the deposit of proceeds of the Series 2020 Note into an Escrow Fund (herein defined) to be held by the Escrow Agent and the discharge and satisfaction of the pledges, liens and other obligations of the Issuer under the Refunded Bonds Resolution in regard to the Refunded Bonds shall occur as a simultaneous transaction; and

WHEREAS, this Agreement is intended to effectuate such simultaneous transaction;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The recitals of the Issuer stated above are true and correct and incorporated herein.
2. Receipt of the Refunded Bonds Resolution is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Refunded Bonds Resolution are incorporated herein by reference. Reference herein to or citation herein of any provisions of the Refunded Bonds Resolution shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.
3. The Issuer by this writing exercises its option to have the pledges, liens and obligations to the holders of the Refunded Bonds defeased, discharged and satisfied.

4. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "City of Palm Bay, Florida Special Obligation Revenue Refunding Note, Series 2020 Escrow Deposit Fund" (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent as an escrow fund for the benefit of the holders of the Refunded Bonds, separate and apart from other funds and accounts of the Issuer and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund of the sum of \$_____ in immediately available funds. The Issuer represents that \$_____ of such amount constitutes proceeds of the Series 2020 Note, and the remainder of such funds are derived from amounts held for the benefit of the Refunded Bonds provided by the Issuer. For purposes of this Agreement, the Escrow Fund shall consist of a single fund with no sub-accounts.

5. The Escrow Agent represents and acknowledges that the amount deposited pursuant to Section 4 hereof (the "Cash Deposit") shall be held uninvested as cash in the Escrow Fund.

6. The Issuer represents that the Cash Deposit is sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of, redemption premium, if any, and interest due and to become due on the Refunded Bonds as described in Schedule B attached hereto. If such amount shall be insufficient to make such redemption payments, the Issuer shall timely deposit to the Escrow Fund, solely from legally available funds of the Issuer, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule B hereto. Notice of any insufficiency shall be given by the Escrow Agent to the Issuer as promptly as possible, but the Escrow Agent shall in no manner be responsible for the Issuer's failure to make such deposits.

7. The deposit of the Cash Deposit in the Escrow Fund shall constitute an irrevocable deposit in trust solely for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds at such times and amounts as set forth in Schedule B hereto, and subject to the provisions of Section 9 and Section 17 hereof, the Cash Deposit shall be used solely for such purposes.

8. The Escrow Agent shall pay the paying agent for the Refunded Bonds from the moneys on deposit in the Escrow Fund an amount sufficient to redeem the Refunded Bonds prior to their scheduled maturity dates as contemplated in Schedule B attached hereto. The Cash Deposit shall be used to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the same are redeemed. If such payment date shall be a day on which either the paying agent for the Refunded Bonds or the Escrow Agent is not open for acceptance or delivery of funds, then the Escrow Agent may make payment on the next business day. The liability of the Escrow Agent for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Cash Deposit in the Escrow Fund.

9. Moneys deposited in the Escrow Fund shall remain uninvested. The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the paying agent for the Refunded Bonds in an amount sufficient to pay the Refunded Bonds as

described in Schedule B hereto, whereupon the Escrow Agent shall remit to the Issuer all other money, if any, then remaining in the Escrow Fund.

10. The Issuer has been advised by counsel that, concurrently with the deposit of the Cash Deposit set forth in Section 5 hereof, the Refunded Bonds are hereby deemed to have been paid and discharged within the meaning and with the effect expressed in the Refunded Bonds Resolution. The Issuer hereby irrevocably instructs the Escrow Agent to cause the paying agent for the Refunded Bonds to give notice of redemption of the Refunded Bonds in the manner provided in the Refunded Bonds Resolution and in the form attached hereto as Exhibit C, unless such notice shall have been given prior to the date of execution hereof, and the Escrow Agent hereby agrees to perform said function. The Refunded Bonds shall be redeemed on _____, 2020 at a redemption price of 100% of par, plus accrued interest.

11. Concurrently with the deposit of the Cash Deposit set forth in Section 5 hereof, the Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the Refunded Bonds Resolution. Within ten (10) days of the deposit of moneys into the Escrow Fund, the Escrow Agent, on behalf of the Issuer, shall cause notice in the form provided in Schedule D attached hereto to be posted on the Municipal Securities Rulemaking Board's EMMA system.

12. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on all amounts on deposit in the Escrow Fund pursuant to the terms hereof until paid out, used and applied in accordance with this Agreement and the Refunded Bonds Resolution. Neither the Issuer nor the Escrow Agent shall cause nor permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

13. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended or supplemented in whole or in part without the written consent of all such holders of the Refunded Bonds and the written consent of the Escrow Agent; provided, however, that the Issuer and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of Bond Counsel with respect to compliance with this Section 13, including the extent, if any, to which any

change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 13.

14. In consideration of the services rendered by the Escrow Agent under this Agreement, the Issuer agrees to and shall pay to the Escrow Agent a one-time fee of \$500, and promptly on receipt of an invoice to pay all reasonable, customary and ordinary expenses, charges, attorneys' fees and other disbursements incurred by it in connection with publication of notices of redemption and appointment of a successor Escrow Agent hereunder. The Escrow Agent shall have no lien whatsoever upon any amount in said Escrow Fund for the payment of such proper fees and expenses. The Issuer hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated), to the extent permitted by law, and solely from the Pledged Funds, to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements), which may be imposed on, incurred by, or asserted against, at any time, the Escrow Agent (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Fund established hereunder, the acceptance of the funds deposited hereunder, thereof and any payment, transfer or other application of funds by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent against its own gross negligence or willful misconduct. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Agreement.

The Escrow Agent undertakes to perform only such duties as are expressly set forth herein. The duties and responsibilities of the Escrow Agent hereunder shall be determined solely by the express provisions of this Agreement, and no further duties or responsibilities shall be implied. The Escrow Agent shall not have any liability under, nor duty to inquire into the terms and provisions of any agreement or instructions, other than as outlined in the Agreement. The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Escrow Agent in its capacity as Escrow Agent hereunder shall not have any liability for any loss sustained as a result of any investment made pursuant to this Agreement or as a result of any directed liquidation of any investment prior to its maturity. The Escrow Agent shall have no duty to solicit any payments that may be due it hereunder. The Escrow Agent shall not incur any liability for following the instructions herein contained or expressly provided for, or written instructions given by the parties hereto. In the administration of this Escrow Agreement and the Escrow Fund hereunder, the Escrow Agent may execute any of its powers and perform its duties hereunder directly or through agents or attorneys, and may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons. Anything in this Agreement to the contrary notwithstanding,

in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of such loss or damage and regardless of the form of action.

The Escrow Agent may act without liability, upon any written notice, request, waiver, opinion, consent, certificate, receipt, authorization, power of attorney, or other instrument or document which the Escrow Agent in good faith believes to be genuine and to be what it purports to be and the Escrow Agent shall be under no duty to make an investigation or inquiry as to matters contained in any such instrument or document.

15. On or before December 1, 2020, the Escrow Agent shall forward, in writing, to the Issuer, a statement in detail of the deposit and withdrawal of money from the Escrow Fund, since the date of this Agreement.

16. No resignation of the Escrow Agent hereunder shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the Issuer as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by the Issuer or the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the Issuer shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the Issuer shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The Issuer shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 16.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any State, and shall have at the time of appointment capital and surplus of not less than \$20,000,000.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall have no further liability hereunder and the Issuer shall pay any applicable termination fees and

expenses and indemnify and hold harmless the Escrow Agent from any such liability, including costs or expenses (including legal expenses) incurred by Escrow Agent or its counsel.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Issuer an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the Issuer execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, and powers of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the Issuer be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Any corporation into which the Escrow Agent, or any successor to it in the escrow created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

17. Except as otherwise provided herein, this Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination, all moneys remaining in the Escrow Fund shall be released to the Issuer for deposit to the Revenue Fund under the Resolution.

18. The Issuer acknowledges that to the extent the regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Escrow Agent hereunder.

19. This Agreement shall be governed by the applicable laws of the State of Florida.

20. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

21. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

22. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

Hancock Whitney Bank
445 North Boulevard, Suite 201
Baton Rouge, Louisiana 70802
Attention: John Shiroda, Vice President

City of Palm Bay, Florida
120 Malabar Road, S.E.
Palm Bay, Florida 32907
Attention: Finance Director

SIGNATURE PAGE OF THE ISSUER FOR
ESCROW DEPOSIT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this Escrow Deposit Agreement to be executed by their duly authorized officers or agents and appointed officials and their seals to be hereunder affixed and attested as of the date first above written.

CITY OF PALM BAY, FLORIDA

William Capote, Mayor

ATTEST:

Terese Jones, City Clerk

SIGNATURE PAGE OF THE ESCROW AGENT FOR
ESCROW DEPOSIT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have made and executed this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and, in the case of the Issuer, their seals to be hereunder affixed and attested as of the date first above written.

HANCOCK WHITNEY BANK, as Escrow Agent

By: _____
John Shiroda, Vice President

SCHEDULE A

RESERVED.

SCHEDULE B

REFUNDED BONDS

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
	\$	\$	\$

SCHEDULE C

NOTICE OF REDEMPTION

City of Palm Bay, Florida
Public Service Tax Revenue Bonds, Series 2010 (Federally Taxable – Build America Bonds
– Recovery Zone Economic Development Bonds – Direct Subsidy)

NOTICE IS HEREBY GIVEN on behalf of the City of Palm Bay, Florida (the “City”) pursuant to that certain Resolution No. 92-07, adopted January 16, 1992, as amended and supplemented (the “Resolution”), that the City's outstanding Public Service Tax Revenue Bonds, Series 2010 (Federally Taxable – Build America Bonds – Recovery Zone Economic Development Bonds – Direct Subsidy), identified below (the “Refunded Bonds”), which were originally issued on November 3, 2010, shall be redeemed, prior to their respective maturities, on October __, 2020 (the “Redemption Date”), at a redemption price equal to 100% of the principal amount of each Refunded Bond to be redeemed, together with interest accrued thereon to the Redemption Date.

The Refunded Bonds or portions thereof to be redeemed are:

<u>Maturity</u> <u>(October 1)</u>	<u>Amount</u> \$	<u>CUSIP No.</u>	<u>Interest</u> <u>Rate</u> %
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Payment of the Redemption Price of such Refunded Bonds shall become due and payable on the Redemption Date at the office of Hancock Whitney Bank, as paying agent (the “Paying Agent”), upon surrender thereof at the office of the Paying Agent designated below. Interest on such Refunded Bonds accruing prior to the Redemption Date will be paid in the usual manner. Interest on such Refunded Bonds will cease to accrue from and after the Redemption Date.

No representation is made as to the correctness or accuracy of each CUSIP number, either as printed on the Refunded Bonds or as contained in this Notice of Redemption. All questions should be directed to the Paying Agent, at the address designated below.

Delivery Instructions:

Bondholders presenting their Refunded Bonds in person for same day payment **must** surrender their bonds by 1:00 p.m. on the redemption date and a check will be available for pick up after 2:00 p.m. Checks not picked up by 4:30 P.M. will be mailed out to the Bondholders via first class mail.

IMPORTANT NOTICE

Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the “Act”), 28% will be withheld if tax identification number is not properly certified.

HANCOCK WHITNEY BANK, as Paying
Agent

By: _____
John Shiroda, Vice President

Dated: September ___, 2020

SCHEDULE D

NOTICE OF DEFEASANCE

**City of Palm Bay, Florida
Public Service Tax Revenue Bonds, Series 2010
(Federally Taxable – Build America Bonds – Recovery Zone Economic
Development Bonds – Direct Subsidy)**

CUSIP	MATURITY DATE	RATE	PRINCIPAL AMOUNT
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Notice is hereby given by the City of Palm Bay, Florida (the "Issuer") of the defeasance of the portion of the Issuer's Public Service Tax Revenue Bonds, Series 2010 (Federally Taxable – Build America Bonds – Recovery Zone Economic Development Bonds – Direct Subsidy) referenced above (the "Refunded Bonds"). The Issuer has caused to be deposited in trust with Hancock Whitney Bank, pursuant to an Escrow Deposit Agreement, dated as of October 1, 2020 (the "Escrow Deposit Agreement") cash which will be available to redeem the Refunded Bonds on October __, 2020 at a price of 100% of the principal amount thereof.

In accordance with the provisions of Resolution 92-07, adopted January 1992, as amended and supplemented, the Refunded Bonds have been paid and the holders thereof shall have the right to look only to amounts held pursuant to the Escrow Deposit Agreement for payment of the Refunded Bonds. The Refunded Bonds will be redeemed in full on October __, 2020.

This notice is an information notice only and is not a notice of redemption. No action is required of registered owners of Refunded Bonds at this time. Registered owners of Refunded Bonds will be notified at least 30 days prior to October __, 2020 of the redemption of the Refunded Bonds on October __, 2020, which notice will include the correct address for forwarding of bonds for payment.

HANCOCK WHITNEY BANK, as Escrow
Agent, on behalf of the City of Palm Bay,
Florida

EXHIBIT C
FORM OF RATE LOCK AGREEMENT

September __, 2020

Ms. Yvonne McDonald
Finance Director
City of Palm Bay, Florida
120 Malabar Road S.E.
Palm Bay, FL 32907

Dear Ms. McDonald:

Defined Terms:

Rate Lock Date: __ [Date Rate Lock is entered into]
Rate Lock Funding Date: __ [Anticipated Loan Funding Date]
Rate Lock Breakage Date: Date on which the rate lock is broken on or before the Rate Lock Funding date.
Rate Lock Amount: __ [Loan Amount for which Rate is being locked]
Annual Interest Rate (%): __ [Interest Rate]
Designated Tenor: __ years [Duration until Maturity]

This letter is to confirm that, pursuant to your request, JPMorgan Chase Bank, N.A. (the "Bank") has reserved for City of Palm Bay, Florida (the "Borrower") \$__ in fixed rate funds effective on the Rate Lock Date, in anticipation of the Borrower's financing need on or before Rate Lock Funding Date.

The interest rate for the __ year period (the "Designated Tenor") of the above-described financing will be at an annual rate equal to __%.

In order to lock the interest rate for this transaction, Borrower agrees that, if for any reason, the full Rate Lock Amount is not funded in accordance with the terms of the financing documents by the Rate Lock Funding Date, then Borrower shall pay a Reinvestment Premium to the Bank within 5 business days of the Bank's written request, as further described below.

- I. A Reinvestment Premium shall be due and payable if (i) exceeds (ii) where (i) equals total scheduled interest payments due on the Rate Lock Amount calculated at the Swap Rate (defined below) on the Rate Lock Date plus __ basis points, and (ii) equals the total scheduled interest payments due on the Rate Lock Amount calculated at the Swap Rate on the Rate Lock Breakage Date. For purposes of calculating the Reinvestment Premium, "Swap Rate" means the USD 1100 ICE Swap Rate that appears on Reuters page "ICESWAP1" or any successor page established by Reuters (the "Service") at approximately 11:15 a.m., New York City time on the applicable date for the Designated Tenor or the following alternatives, as applicable: (i) If the Service does not publish a

USD 1100 ICE Swap Rate on either the Rate Lock Date or the Rate Lock Breakage Date, the most recent USD ICE Swap Rate published by the Service as of the Rate Lock Date or Rate Lock Breakage Date, as applicable, will be utilized; (ii) if the Service no longer publishes a USD 1100 ICE Swap Rate, the USD ICE Swap Rate published by the Service at different times on that date may be utilized; (iii) if the Service no longer publishes any USD ICE Swap Rates, the Bank may utilize other sources for determining the value of the USD ICE Swap Rates or may, in lieu of the USD ICE Swap Rates, utilize other US dollar interest rate swap rates obtained from other sources that it determines, in its sole discretion, provide current market-based information as to mid-price US dollar interest rate swap rates; or (iv) if there is no Swap Rate for the Designated Tenor, the applicable Swap Rate will be based upon the linear interpolation between the Swap Rates reported by the Service (or alternative sources) for the closest tenors above and below the Designated Tenor. The Bank's determination of the interpolated rate shall be deemed conclusive.

- II. If (ii) above is equal to or greater than (i) above, then no Reinvestment Premium is due.
- III. The Reinvestment Premium payable to the Bank shall be equal to the net present value of the difference in scheduled interest payments of (i) above less (ii) above for each scheduled interest period, discounted at the applicable Swap Rate as of the Rate Lock Breakage Date, as determined above.

If the Borrower is in agreement with the above, please indicate such acceptance by providing signatures as set forth below, and returning this letter to my attention.

JPMorgan is delighted to be of assistance in this matter and looks forward to working with you to complete this transaction.

Yours truly,

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Its: _____

AGREED TO AND ACCEPTED BY:

CITY OF PALM BAY, FLORIDA

Date: September __, 2020

By: _____

Name: _____

Its: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Yvonne McDonald, Finance Director

DATE: 9/17/2020

RE: Resolution 2020-40, supplementing Resolution 98-44, authorizing the issuance of the City Utility System Revenue Note, Series 2020, with JPMorgan Chase Bank, N.A.

On August 6, 2020, City Council authorized the solicitation of a commercial loan to fund the expansion and rehabilitation of the South Regional Water Treatment Plant (SRWTP). The SRWTP will expand from 4 MGD to 6 MGD. The design is 100% complete and has received permit approvals from the Florida Department of Environment Protection (FDEP) and St. Johns River Water Management District (SJRWMD).

On August 7, 2020, the City issued a request for proposal for a tax-exempt bank loan not to exceed \$16,100,000. Proposers were requested to submit proposal for both 11-year and 15-year terms. On August 26, 2020, a total of 4 responses was received from Bank of America, N.A., Capital One Public Funding, LLC, JP Morgan Chase Bank, N.A. and Raymond James Capital Funding, Inc. A summary of the Bank Loan Proposal Responses is attached. Staff based upon analysis and information provided by the Financial Advisor is recommending that the City go with the 11-year term and standard make whole option from JPMorgan Chase Bank, which option offered the lowest proposed indicative rate of 1.63%. The final rate will be determined once the rate is locked in. Annual repayments for the Utility Loan are being structured lower during the first three years of the loan, so as to reduce the annual impact of the new debt until the majority of the principal amount of the Utility's existing 2014 and 2016 Notes are repaid.

The attached resolution is a supplement to Resolution No. 98-44, adopted on December 3, 1998 and authorizes the issuance of the City Utility System Revenue Note, Series 2020, and authorize the execution and delivery of the Note other documents in connection with the refinancing.

REQUESTING DEPARTMENT:

Utilities, Finance

FISCAL IMPACT:

FY 2021 annual debt service of approximately \$760,000 based upon the current indicative rate and

structure.

RECOMMENDATION:

Motion to approve the Resolution authorizing issuance of a Utility System Revenue Note, Series 2020 between the City of Palm Bay and JPMorgan Chase Bank, N.A and execution of all required documents.

ATTACHMENTS:

Description

City of Palm Bay FL - 2020 Utility Rev Loan (Bid Matrix) 8-26-2020 (002)

Resolution 2020-40

Resolution 2020-40, Exhibits A-E

City of Palm Bay, Florida

Summary of Bank Loan Proposal Responses | August 26, 2020

Utility System Revenue Note, Series 2020

Not-to-Exceed \$16,100,000 | Tax Exempt, Non-Bank Qualified | October 1, 2031 or October 1, 2035 Final Term

Financial Institution	Proposed Interest Rate	Closing Costs	Prepay Penalty?	Conditions/Comments
Bank of America, N.A.	<u>2031 Term</u> 1.87%* <i>*Indicative as of 8/26/2020</i>	\$7,500	Make-Whole	<ol style="list-style-type: none"> 1) Rate to be locked in two business days prior to the closing based upon (7-Year Swap Rate +1.37%). Formula valid only for closing on or before 10/1/2020, and subject to change at Bank's discretion after 10/1/2020. 2) Amendment, transfer, waivers or consent fee of \$2,500 plus attorney fees. 3) Fees and expenses subject to increase if loan not closed within 60-days of mandate. 4) Default rate equal to 12% 5) 30/360 interest day count 6) Gross up for event of taxability. Taxable rate equal to index floating rate times the taxable rate factor (taxable rate factor currently 1.27) 7) Interest rate clawback provision. 8) Loan shall contain customary and standard provisions, representations and warranties, covenants, events of default and remedies 9) Bank reserves right in its sole discretion to assign, sell, or participate the loan without consent. 10) Closing conditions including no event to have a material adverse effect. 11) Annual audited financial statements within 270 days of FYE and such other information as may be reasonably requested. 12) Notices of default and most favored nations in existing or future facilities 13) Yield Protection including capital adequacy 14) Waiver of jury trial and prevailing party entitled to recover attorney fees. 15) Subject to final credit approval. Credit process to take 10 business days from award. 16) Consideration of financing based on terms presented shall expire 7 calendar days from proposal date. If bank issues commitment, bank reserves right to terminate if not closed within 60-days. Terms subject to change if facility amount changes
Capital One Public Funding, LLC	<u>2031 Term</u> 1.94% <u>2035 Term</u> 2.14%	None	<u>2031 Term</u> No prepayment before 10/1/27, 2% penalty from 10/1/27 to 10/1/28, and thereafter no penalty on payment date <u>2035 Term</u> No prepayment before 10/1/28, 2% penalty from 10/1/28 to 10/1/29, and thereafter no penalty on payment date	<ol style="list-style-type: none"> 1) Interest rate may be subject to change if there are changes to average life or final maturity, or if the loan is not closed by 10/1/2020 2) No fees will be due to COPF, which shall be responsible for the costs of its own legal review 3) To the extent not provided or available publicly, the Bank may require and requested information including unaudited statements, historical and projected coverage, information on outstanding liabilities among others. 4) Borrower shall send audited financial statements to COPF as soon as available as of the end of the fiscal year 5) Term sheet shall expire if not accepted 9/2/2020. Once accepted, term sheet shall expire if the transaction has not closed by 10/1/2020 unless extended by bank. 6) Subject to final credit approval

City of Palm Bay, Florida

Summary of Bank Loan Proposal Responses | August 26, 2020

Utility System Revenue Note, Series 2020

Not-to-Exceed \$16,100,000 | Tax Exempt, Non-Bank Qualified | October 1, 2031 or October 1, 2035 Final Term

Financial Institution	Proposed Interest Rate	Closing Costs	Prepay Penalty?	Conditions/Comments
JPMorgan Chase Bank, N.A.	<p><u>2031 Term</u> Option A: 1.63%* Option B: 1.75%* Option C: 1.82%* Option D: 1.95%*</p> <p><u>2035 Term</u> Option A: 1.90%* Option B: 2.10%* Option C: 2.18%* Option D: 2.31%*</p> <p><i>*Indicative as of 8/26/2020</i></p>	\$8,500	<p><u>Opt. A:</u> Make-whole</p> <p><u>Opt. B:</u> Make-whole prior to 10/1/25, then no penalty</p> <p><u>Opt. C:</u> Make-whole prior to 10/1/23, then no penalty</p> <p><u>Opt. D:</u> Make-whole prior to 10/1/21, then no penalty</p>	<ol style="list-style-type: none"> Proposal will expire on 10/1/2020. Indicative interest rates; Rate lock agreement needed to lock in interest rate Default Rate of Bank's Prime Rate + 4% 30/360 interest day count method Documents acceptable to bank, and usual and customary representations, warranties, events of default, remedies CAFR to be provided within 210 days of FYE. Additional information as may be reasonably requested Gross-up for event of taxability May at any time sell, assign, and pledge or transfer all or a portion to one or more assignees which may include affiliates of Bank Issuer will reimburse bank in connection with preparation of document and enforcement or preservation of any rights under loan documents Waiver of jury trial Subject to final credit approval
Raymond James Capital Funding, Inc. (subsidiary of Raymond James Bank)	<p><u>2035 Term</u> 1.85%</p>	<p>\$8,500</p> <p>plus 0.25% commitment/discount</p>	<p>No prepayment prior to 10/1/30 without consent of lender, and thereafter without penalty with 30-day notice. Partial prepayments in \$500k increments.</p>	<ol style="list-style-type: none"> Interest rate held through 10/1/2020. If closing occurs after 10/1/2020 the rate may be subject to reset. Term sheet will expire on 10/1/2020 unless extended by lender. 30/360 interest day count Gross up for event of taxability to taxable rate of 2.52%. Audit and signed certification of coverage within 240-days of FYE, budgets within 30-days of adoption, and other information as reasonably requested. Closing documents customary and acceptable to lender. Lender will consent to no acceleration as long as no existing or future debt is subject to acceleration. Default rate greater of the (a) published Fed Reserve Bank's Prime Rate +3%, (b) Fed Funds Rate of +5%, or (c) 8% per annum. Shall accrue from earlier of lender notice or when the City had knowledge of such default. Shall include default on any parity obligation. Waiver of jury trial Term sheet conditioned upon lender obtaining final credit approval. If selected, lender will proceed with diligence to obtain final approval in approximately 10 business days.

RESOLUTION 2020-40

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, SUPPLEMENTING RESOLUTION NO. 98-54, ADOPTED ON DECEMBER 3, 1998, AS AMENDED AND SUPPLEMENTED; AUTHORIZING THE ISSUANCE OF THE CITY'S UTILITY SYSTEM REVENUE NOTE, SERIES 2020 IN A PRINCIPAL AMOUNT NOT TO EXCEED \$16,100,000, TO PROVIDE FUNDS TO FINANCE CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM; PROVIDING SECURITY FOR THE PAYMENT OF SUCH SERIES 2020 NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; APPROVING THE DETAILS OF THE SERIES 2020 NOTE; DESIGNATING A BOND REGISTRAR AND PAYING AGENT FOR THE SERIES 2020 NOTE; FINDING NECESSITY FOR A NEGOTIATED SALE OF THE SERIES 2020 NOTE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2020 NOTE TO JPMORGAN CHASE BANK, N.A.; AUTHORIZING THE OFFICERS AND OFFICIALS OF THE CITY TO EXECUTE AND DELIVER THE SERIES 2020 NOTE AND SUCH AGREEMENTS AND CERTIFICATES AS ARE NECESSARY AND DESIRABLE IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF THE SERIES 2020 NOTE; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

STATUTORY AUTHORITY DEFINITIONS AND FINDINGS

SECTION 1.01. Authority for this Resolution. This resolution is adopted pursuant to the provisions of Chapter 166 Part II, Florida Statutes, and other applicable provisions of law (collectively, the "Act") and Section 208 of Resolution No. 98-54, adopted on December 3, 1998, as previously amended and supplemented (collectively, the "Original Resolution").

SECTION 1.02. Definitions. Unless the context otherwise requires, the terms defined in this resolution shall have the meanings specified in this section. Terms not otherwise defined in this section shall have the meanings specified in the Original Resolution. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

When used in this resolution with reference to a document attached as an exhibit hereto, the phrase "substantially in the form of" or similar words shall be deemed to mean the document with such modifications, alterations, deletions, additions, or other changes thereto as shall not affect the basic tenor and effect of the document and as shall be approved by the person or persons authorized to execute the document, with the advice of counsel or other advisors as appropriate, such approval to be conclusively presumed by the execution of the document by such authorized person or persons.

"Bond Counsel" means Nabors, Giblin & Nickerson, P.A., or such other counsel experienced in matters relating to the validity of, and the state and federal income tax treatment of interest on, obligations of states and their political subdivisions, as selected by the City.

"Business Day" means any day other than a Saturday, Sunday or day on which banking institutions within the State of Florida are authorized or required by law to remain closed.

"Connection Fee Bonds" means, collectively, the Sewer Connection Fee Bonds and the Water Connection Fee Bonds.

"Default Rate" means the Lender's Prime Rate plus 4.00%; however, in no event shall the Default Rate exceed the maximum lawful rate.

"Determination of Taxability" shall mean the circumstance of some or all of the interest paid or payable on the Series 2020 Note becoming includable for federal income tax purposes in the gross income of the Registered Owner due to any act or inaction of the City including, without limitation, (a) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest payable on the Series 2020 Note is includable for federal income tax purposes in the gross income of the Holder thereof, which notice or notification is not contested by either the City or any Holder of such Series 2020 Note, or (b) a determination by a court of competent jurisdiction that the interest payable on the Series 2020 Note is includable for federal income tax purposes in the gross income of the Holder thereof, which determination either is final and non-appealable or is not appealed within the requisite

time period for appeal, or (c) the admission in writing by the City to the effect that interest on the Series 2020 Note is includable for federal income tax purposes in the gross income of the Holder thereof. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which some or all of the interest on the Series 2020 Note is deemed includable in the gross income of a Registered Owner. A Determination of Taxability shall not occur solely because such interest on the Series 2020 Note is treated as an indirect tax preference item under the Code.

"Event of Default" means an event of default under Section 802 of the Original Resolution, as said Resolution is hereby supplemented.

"Federal Securities" means direct obligations of the United States of America or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

"Finance Director" shall mean the Finance Director of the City or such other person as may be duly authorized by the City Manager of the City to act on his or her behalf.

"Financial Advisor" means Hilltop Securities Inc., or such other financial advisor appointed by the City from time to time.

"Funds and Accounts" when used in connection with the description of the security for the Series 2020 Note, excludes the Unpledged Sewer Connection Fees Account, the Unpledged Water Connection Fees Account, and the Unpledged Mainline Extension Charges Account.

"Holder" or "Noteholder" or "Registered Owner" means the Lender as the person in whose name ownership of the Series 2020 Note is shown on the registration books maintained by the Bond Registrar.

"Interest Rate" means a fixed per annum rate equal to the rate established pursuant to Section 2.03 hereof, and upon an Event of Default, the Default Rate, and upon a Determination of Taxability, the Taxable Rate.

"Lender" means JPMorgan Chase Bank, N.A., and its successors and assigns.

"MLE Bonds" means the Series 2016 Note and any Additional Bonds payable on a parity from Pledged Main Line Extension Charges.

"Original Resolution" means Resolution 98-54 adopted on December 3, 1998, as amended and supplemented from time to time, and as particularly amended and supplemented by Resolution 01-22, adopted on June 21, 2001, Resolution 03-30, adopted June 19, 2003, Resolution 03-36, adopted July 17, 2003, Resolution 05-37, adopted September 1, 2005, Resolution 2014-10, adopted March 20, 2014, Resolution 2016-11, adopted March 3, 2016, Resolution 2016-12, adopted March 3, 2016, and Resolution _____, adopted September 17, 2020.

"Outstanding Bonds" means, collectively, the Series 2001 Bonds, the Series 2014 Note and the Series 2016 Note.

"Prime Rate" shall mean a rate of interest equal to the announced prime commercial lending rate per annum of the Lender. The Prime Rate is a reference rate for the information and use of the Lender in establishing the actual rate to be charged to the City. The Prime Rate is purely discretionary and is not necessarily the lowest or best rate charged any customer. The Prime Rate shall be adjusted from time to time without notice or demand as of the effective date of any announced change thereof.

"Series 2001 Bonds" means the City's Utility System Improvement Revenue Bonds, Series 2001, dated July 11, 2001.

"Series 2014 Note" means the City's Utility System Refunding Revenue Note, Series 2014.

"Series 2016 Note" means the City's Utility System Revenue Refunding Note, Series 2016.

"Series 2014 Note Resolution" means Resolution No. 2014-10, adopted on March 20, 2014, as amended and supplemented.

"Series 2016 Note Resolution" means, collectively, Resolution 2016-11, adopted March 3, 2016, and Resolution 2016-12, adopted March 3, 2016, as amended and supplemented.

"Series 2020 Loan" means the advance of moneys from the Lender to the City pursuant to the terms of this resolution and the Original Resolution.

"Series 2020 Note" means the City's Water and Sewer Revenue Note, Series 2020.

"Sewer Connection Fee Bonds" means the Series 2014 Note and any Additional

Bonds payable on a parity from the Pledged Sewer Connection Fees.

"Taxable Rate" means the rate determined pursuant to Section 2.03(B) hereof upon a Determination of Taxability.

"Water Connection Fee Bonds" means the Series 2001 Bonds, the Series 2014 Note, the Series 2020 Note and any Additional Bonds payable on a parity from the Pledged Water Connection Fees.

SECTION 1.03. Findings. It is hereby ascertained, determined and declared that:

A. The City currently owns, operates and maintains the System and derives the Revenues from the ownership and operation of the System, and such Revenues are not pledged or encumbered to pay any debts or obligations of the City other than the pledge of the Pledged Revenues to secure the City's obligation to pay the Debt Service on the Outstanding Bonds.

B. The City is authorized pursuant to the provisions of the Act and the Original Resolution to pledge the Net Revenues and the Pledged Water Connection Fees to secure its obligation to make payment of the Debt Service on the Series 2020 Note.

C. After the issuance of the Series 2020 Note, (1) the Net Revenues will not be pledged or encumbered to pay any debts or obligations of the City other than the Outstanding Bonds and the Series 2020 Note; (2) the Pledged Sewer Connection Fees will not be pledged or encumbered to pay any debts or obligations of the City other than the Sewer Connection Fee Bonds; (3) the Pledged Water Connection Fees will not be pledged or encumbered to pay any debts or obligations of the City other than the Water Connection Fee Bonds; and (4) the Pledged Main Line Extension Charges will not be pledged or encumbered to pay any debts or obligations of the City other than the MLE Bonds.

D. After the issuance of the Series 2020 Note, (1) the Series 2020 Note will be on a parity and rank equally as to lien on and source and security for payment from the Net Revenues with the Outstanding Bonds, and (2) all of the covenants and provisions of the Original Resolution will apply fully to the Series 2020 Note to the same extent as to the Outstanding Bonds; provided, that the Series 2020 Note shall not be secured by a lien upon the Pledged Sewer Connection Fees or Pledged Main Line Extension Charges.

E. The Net Revenues and Pledged Water Connection Fees are estimated to be sufficient to pay as the same become due and payable the Principal and Interest Requirement on the Water Connection Fee Bonds; and the Net Revenues, Sewer Connection Fees and Main Line Extension Charges are estimated to be sufficient to make all other payments required to be made by the provisions of the Resolution.

F. Due to the present volatility in the market for revenue obligations, the critical importance of the timing of the sale of the Series 2020 Note and due to the willingness of the Lender to purchase the Series 2020 Note at a rate favorable to the City, it is in the best interest of the public and the City to sell the Series 2020 Note at a negotiated sale.

G. The City has received an offer from the Lender for the Series 2020 Loan, which the City desires to accept.

H. Prior to the issuance of the Series 2020 Note, the City shall receive from the Lender a Lender's Certificate, the form of which is attached hereto as Exhibit B, and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit C.

I. It is necessary and desirable in connection with the Series 2020 Loan to authorize the execution and delivery to the Lender by the proper officers and officials on behalf of the City of (1) upon payment therefor in accordance with the provisions of this resolution, the Series 2020 Note in definitive form; (2) a tax compliance certificate and such other closing agreements, documents, and certificates as are usual and customary in connection with the delivery of bonds, all with the advice of the City Attorney, Bond Counsel, and the Financial Advisor, and (3) to authorize the taking of such further action by the Mayor, City Manager, Finance Director, City Clerk, and others employed by or acting on behalf of the City, as is necessary to effect the issuance and delivery of the Series 2020 Note, and the application of the proceeds thereof to provide for the financing of the construction of certain capital improvements in connection with the South Regional Water Treatment Plant expansion and other capital improvements to the System as determined by the City Commission (the "Project").

SECTION 1.04. Resolution and Original Resolution to Constitute Contract.

In consideration of the acceptance of the Series 2020 Note authorized to be issued hereunder by those who shall be the Holders of the same from time to time, this resolution and the Original Resolution shall be deemed to be and shall constitute a contract between the City and such Holders. The covenants and agreements set forth

herein and in the Original Resolution to be performed by the City shall (except as otherwise provided herein and in the Original Resolution) be for the equal benefit, protection and security of the Holders of the Series 2020 Note.

ARTICLE II

THE SERIES 2020 LOAN; SALE AND ISSUANCE OF SERIES 2020 NOTE, DESCRIPTION, DETAILS AND FORM OF SERIES 2020 NOTE

SECTION 2.01. The Series 2020 Loan. The City hereby agrees to borrow the sum of not to exceed sixteen million one hundred thousand dollars (\$16,100,000) from the Lender for the purposes of financing the Project. The City's obligation to repay the Series 2020 Loan, together with interest thereon, shall be evidenced by the Series 2020 Note.

SECTION 2.02. Sale of Series 2020 Note. Subject and pursuant to the provisions of this resolution and the Original Resolution, a special, limited obligation of the City to be known as its "Water and Sewer Revenue Note, Series 2020" is authorized to be issued and sold to the Lender in accordance with the terms hereof. The Series 2020 Note shall be issued in an aggregate principal amount not exceeding sixteen million one hundred thousand dollars (\$16,100,000), which amount will be used to fund the Series 2020 Loan for the principal purposes of financing the Project. Prior to purchase of the Series 2020 Note, the Lender shall execute a Lender's Certificate, attached hereto as Exhibit C, and a Disclosure Letter containing the information required by Section 218.385 Florida Statutes, attached hereto as Exhibit D. The authorization set forth herein shall be subject to the approval of the final terms of the Series 2020 Note, including the principal amount thereof, as set forth in Section 2.03 hereof.

SECTION 2.03. Description of Series 2020 Note.

A. **Date and Maturity.** The Series 2020 Note shall be dated as of the date of delivery of the Series 2020 Note to the Lender. The Series 2020 Note shall mature on October 1, 2031. The Series 2020 Note is subject to Amortization Installments prior to maturity at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date beginning on October 1, 2021 (except as otherwise provided below), in the amounts and on the dates set forth in the Series 2020 Note, such final terms to be approved by the Mayor, such approval to be presumed by his examination thereof.

Amortization Installments and interest payable on the Series 2020 Note will be paid by wire transfer (or other electronic means as reasonably directed by the Lender

to the domestic account of the Lender upon written request and furnishing of instructions to the Paying Agent) to the Holder in whose name such Series 2020 Note shall be registered at the close of business on the date which shall be the fifth day (whether or not a Business Day) of the calendar month next preceding such payment date without presentment or surrender. The Series 2020 Note shall be payable in any coin or currency of the United States of America, which at the time of payment, is legal tender for the payment of public or private debts. If the date for payment of the Amortization Installments or interest on the Series 2020 Note shall not be on a Business Day, then the date for such payment shall be the next succeeding Business Day, provided, that payment on such day shall have the same force and effect as if made on the nominal payment date.

B. Interest. Interest on the Series 2020 Note shall bear interest at a rate not to exceed 2.50% per annum, as set forth in the Series 2020 Note and approved by the Mayor, approval to be deemed evidenced by his execution thereof, be calculated on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months at the Interest Rate and subject to adjustment as described herein. Interest on the Series 2020 Note shall be payable semiannually on each April 1 and October 1, commencing on April 1, 2021. The Series 2020 Note shall bear interest from its date or from the most recent interest payment date to which interest has been paid or duly provided for, payable on each interest payment date as herein provided until payment of the principal or redemption price thereof is made or provided for, whether at maturity, upon redemption or otherwise.

In the event of a Determination of Taxability, the interest rate on the Series 2020 Note shall be adjusted to a rate per annum determined by the Holder to provide the equivalent yield to said Holder (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, the Registered Owner of the Series 2020 Note or any former Registered Owners of such Series 2020 Note, as appropriate, shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States of America by the Registered Owner of the Series 2020 Note or any former Registered Owners of such Series 2020 Note as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the City within sixty (60) days following the Determination of Taxability and demand by the Registered Owner.

In the alternative, in the event that interest on the Series 2020 Note during any period becomes partially taxable as a result of a Determination of Taxability applicable to less than all of such Series 2020 Note, then the interest rate on such Series 2020

Note shall be increased during such period by an amount equal to: $(A-B) \times C$ where:

- (A) "A" equals the Taxable Rate (expressed as a percentage);
- (B) "B" equals the interest rate on such Series 2020 Note (expressed as a percentage); and
- (C) "C" equals the portion of such Series 2020 Note the interest on which has become taxable as the result of such tax change (expressed as a decimal).

C. **Form and Denomination.** The Series 2020 Note shall be issued only in fully registered form and shall be in substantially the form set forth in Exhibit B of this resolution, with such necessary or appropriate variations, omissions and insertions as are approved by the Mayor or Vice-Mayor. The Series 2020 Note may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto. Execution of the Series 2020 Note by the Mayor or in his absence the Vice-Mayor shall be conclusive evidence of the City's approval of the form of the Series 2020 Note.

The Series 2020 Note shall be issued in a single denomination equal to the principal amount of the Series 2020 Note.

D. **Delivery and Transfer.** The Series 2020 Note shall be executed and delivered in the manner set forth in Section 208 of the Original Resolution.

The Series 2020 Note may be exchanged or transferred by the Lender but only upon the registration books maintained by the City as the Bond Registrar of the Series 2020 Note; provided, however, that the Series 2020 Note may not be assigned or transferred except in whole, and such successor Permitted Lender shall deliver to the City a Lender's Certificate substantially in the form attached hereto as Exhibit C prior to the Series 2020 Note being registered in the name of such successor Lender. A "Permitted Lender" means any affiliate of the Lender or any bank, trust company, savings institution, finance or leasing company or "accredited investor" or "qualified institutional buyer" pursuant to Rule 144A promulgated under the Securities Act of 1933, or insurance company that is engaged as a regular part of its business in making loans and is authorized to do business in the State.

E. **Optional Prepayment.** The Series 2020 Note is subject to prepayment prior to maturity, at the option of the City and with five Business Days' prior written notice to the Lender, in whole or in part at any time, upon payment of a prepayment

price equal to 100% of the outstanding par amount of the Note prepaid, plus accrued interest to the prepayment date, plus a fee calculated as described in the paragraph below.

In consideration of the Lender offering the City a fixed rate of interest on the Series 2020 Note, the City agrees that if the City prepays all or any portion of the principal balance of the Series 2020 Note prior to any scheduled payment due date and/or the stated maturity date set forth above, the City agrees to pay the Lender, on the date of such prepayment a premium (the "Premium"). For purposes of the foregoing, the term "Premium" shall mean the sum of the differences between (a) each scheduled interest payment which would have been made on the redeemed amount if such redemption had not occurred and (b) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Registered Owner shall be deemed to have entered into as of the date of such redemption (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Registered Owner shall be deemed to have entered into when the redeemed amount was originally funded, with each such difference discounted to a present value as of the date of redemption using the fixed interest rate of the Replacement Swap as the applicable discount rate; provided, that if the above calculation results in a negative number, the Premium shall be zero. The City acknowledges that the Registered Owner might not fund or hedge its fixed-rate loan portfolio or any redemption thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any redemption irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Series 2020 Loan evidenced by the Series 2020 Note. All calculations and determinations by the Registered Owner of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

F. No Reserve Fund Requirement for the Series 2020 Note. The Reserve Fund Requirement for the Series 2020 Note shall be \$0.00 and no Series 2020 Note Reserve Account shall be established.

G. Designation of Paying Agent and Bond Registrar for the Series 2020 Note. The Clerk is hereby designated to serve as Paying Agent and Bond Registrar for the Series 2020 Note under this resolution. The Bond Registrar and Paying Agent shall perform such duties as are more fully described in this resolution and the Original Resolution.

H. **Covenants of the City.**

(i) **Financial Statements and Other Information.** The City shall send electronically to the Noteholder the City's audited financial statements for each Fiscal Year ending on or after September 30, 2020 within 210 days after the end thereof, and shall electronically provide the Noteholder with such other documents that the Noteholder shall reasonably request.

(ii) **Waiver of Jury Trial.** The City knowingly, voluntarily and intentionally waives any right it may have to a trial by jury with respect to any litigation or legal proceedings based on or arising out of the Original Resolution, this resolution or the Series 2020 Note, including any course of conduct, course of dealings, verbal or written statement or actions or omissions of any party which in any way relates to the Series 2020 Note, the Original Resolution or this resolution.

(iii) **Applicable Law and Venue.** The Series 2020 Note shall be governed by applicable federal law and the internal laws of the State of Florida. The City agrees that certain material events and occurrences relating to the Series 2020 Note bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of the Series 2020 Note shall be governed by the internal laws of Florida which are applicable to agreements which are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to the Series 2020 Note, the City consents to the jurisdiction and venue of any court located in Brevard County, Florida.

(iv) **Notice of Defaults.** The City shall, within five (5) days after it acquires knowledge thereof, notify the Noteholder in writing at its notice address provided in the Disclosure Letter (a) of any change in any material fact or circumstance represented or warranted by the City in this resolution or the Original Resolution or in connection with the issuance of the Series 2020 Note, (b) upon the happening, occurrence, or existence of any Event of Default, and (c) of any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Noteholder with such written notice, a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto. Regardless of the date of receipt of such notice by the Noteholder, such date shall not in any way modify the date of occurrence of the actual Event of Default.

(v) **Modification or Amendment.** No modification or amendment of this resolution or of any resolution amendatory hereof or supplemental hereto may be made

except with the written consent of the Holder. No modification or amendment to Section 716 and Section 208 of the Original Resolution may be made without the written consent of the Noteholder.

(vi) **Patriot Act Notice.** The Noteholder hereby notifies the City that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L 107 56 signed into law October 26, 2001), the Noteholder may be required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with said act.

(vii) **Documentary and Intangible Taxes.** In the event that any intangible tax or documentary stamp tax is due from the Lender to any state or other governmental agency or authority because of the execution or holding of the Series 2020 Note, the City shall, upon demand, reimburse the Noteholder for any such tax paid.

ARTICLE III

APPLICATION OF PROCEEDS

SECTION 3.01. Application of Proceeds of the Series 2020 Note. The proceeds, including accrued interest and premium, if any, received from the sale of the Series 2020 Note shall be applied by the City in the following manner and order of priority simultaneously with its delivery to the Lender as follows:

A. A sufficient amount of the Series 2020 Note proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Series 2020 Note which must be paid upon delivery of the Series 2020 Note. Such amount may, at the option of the City, be deposited in and disbursed from the Construction Fund (as defined in Section 3.02 below).

B. The remaining proceeds of the Series 2020 Note shall be deposited into the Construction Fund and used to acquire and construct the Project.

SECTION 3.02. Construction Fund. The City covenants and agrees to establish a special fund to be known as the "City of Palm Bay, Florida Water and Sewer System Construction Fund," which shall be used only for payment of the Costs of the Project. Moneys in the Construction Fund, until applied in payment of any item of the Costs of the Project in the manner hereinafter provided, shall be subject to a lien and charge in favor of the Holder of the Series 2020 Note and for the further security of such Holder.

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution, and there may be paid into the Construction Fund, at the option of the City, any moneys received for or in connection with the Project by the City from any other source.

The City covenants that the acquisition, construction and installation of the Project will be completed without delay and in accordance with sound engineering practices. The City shall make disbursements or payments from the applicable account of the Construction Fund to pay Costs of the Project for which it was established, except as otherwise provided below. The City shall keep records of such disbursements and payments and shall retain all such records for such period of time as required by applicable law. The City shall make available the records at all reasonable times for inspection by any Holder of the Note or the agent or representative of any Holder of the Note.

Notwithstanding any of the other provisions of this Section 3.02, to the extent that other moneys are not available therefor, amounts in the Construction Fund shall be applied to the payment of principal and interest on the Series 2020 Note.

The date of completion of the acquisition, construction and equipping of the Project shall be documented by the Mayor, City Manager, Finance Director or others employed by or acting on behalf of the City as is necessary in the appropriate records of the City. Promptly after the date of the completion of the Project, and after paying or making provision for the payment of all unpaid items of the Costs of such Project, the City shall deposit in the following order of priority any balance of moneys remaining in such other fund or account as shall be determined by the City or for any other lawful purpose, provided the City has received the prior approval of Bond Counsel to the effect that such transfer shall not adversely affect the exclusion of interest on the Series 2020 Note from gross income for purposes of Federal income taxation, or shall not otherwise affect the status of any Outstanding Bonds.

ARTICLE IV

APPLICATION OF PROVISIONS OF ORIGINAL RESOLUTION

SECTION 4.01. Application of Provisions of Original Resolution. The Series 2020 Note shall for all purposes be considered to be an Additional Bond issued under the authority of the Original Resolution and, except to the extent provided otherwise herein or in the Original Resolution, shall be entitled to all the protection and security provided therein for the Outstanding Bonds and be in all respects entitled to the same

security rights and privileges enjoyed by the Outstanding Bonds.

The Series 2020 Note shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of any constitutional, statutory or charter provision or limitation, but shall be secured solely by a lien upon and pledge of (a) the Net Revenues, (b) the Pledged Water Connection Fees, and (c) moneys in the applicable Funds and Accounts, in the manner and to the extent provided in the Original Resolution and this resolution.

The lien upon the Net Revenues for the benefit of the Series 2020 Note shall be on a parity with the lien thereon and a pledge thereof in favor of the holders of the Outstanding Bonds. The lien upon the Water Connection Fees for the benefit of the Series 2020 Note shall be on a parity with the lien thereon and pledge thereof in favor of the holders of other Water Connection Fee Bonds to the extent provided herein and in the Original Resolution.

No Holder of the Series 2020 Note shall ever have the right to compel the exercise of the ad valorem taxing power of the City or taxation in any form of any property of or in the City for payment of the Series 2020 Note or for the making of any payments under this resolution, and the Series 2020 Note shall not constitute a lien upon the System or upon any other property of or in the City other than (a) the Net Revenues, (b) the Pledged Water Connection Fees, and (c) moneys in the applicable Funds and Accounts, on a parity with the Outstanding Bonds, and with respect to the Pledged Water Connection Fees, other Water Connection Fee Bonds, in the manner and to the extent provided in the Original Resolution and this resolution.

The covenants and pledges contained in the Original Resolution shall be applicable to the Series 2020 Note herein authorized in like manner as applicable to the Outstanding Bonds, and the Series 2020 Note herein authorized shall be in all respects entitled to the same security, rights and privileges enjoyed by such Outstanding Bonds under the Original Resolution; provided, that the covenants and agreements contained in the Original Resolution with respect to the Sewer Connection Fees and Main Line Extension Charges shall not be deemed to create any lien upon, or constitute a pledge of, Sewer Connection Fees and Main Line Extension Charges for the benefit of the Holder of the Series 2020 Note.

The Holder of the Series 2020 Note shall be deemed to agree, by its purchase of the Series 2020 Note, that notwithstanding the provisions of Section 803 of the Original Resolution that permit the holders of not less than 51% of the aggregate principal amount and Accreted Value of the Bonds then Outstanding to, upon the

occurrence of an "event of default" under the Original Resolution or an Event of Default hereunder, declare the principal and Accreted Value of all Bonds then Outstanding to be due and payable, that it will not consent to or make any such declaration; provided, however, notwithstanding the foregoing, the Lender shall retain its rights under Section 803 of the Original Resolution to the extent that another holder or holders of Bonds in the requisite percentage of aggregate principal amount declares the principal amount and Accreted Value of any Bonds then Outstanding to be due and payable, and upon such acceleration the payment of the principal amount of the Series 2020 Note shall be accelerated in accordance therewith.

In addition, the Holder of the Series 2020 Note by its purchase thereof consents to an amendment to amend and restate Section 803 of the Original Resolution to read as follows (the "Amendment"):

"The remedy of acceleration shall not be available upon the occurrence of an 'event of default' hereunder."

In connection therewith, the City covenants and agrees that (i) it will not issue any Additional Bonds that afford the holder thereof the right to, upon the occurrence of an "event of default" under the Original Resolution or a default under any Subsequent Resolution, declare the principal amount and/or Accreted Value of any Bonds then Outstanding to be due and payable prior to its scheduled maturity, and (ii) it will not issue any Additional Bonds unless the holders of such Additional Bonds consent to the Amendment. A form of the resolution approving the Amendment is attached as Exhibit D hereto.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. Approval of Further Action to Deliver Series 2020 Note Authorized. The execution and delivery to the Lender upon payment therefor in accordance with the provisions of this resolution of the Series 2020 Note in definitive form is hereby approved. The execution and delivery on behalf of the City of a tax compliance certificate and such other closing agreements, documents, and certificates as are usual and customary in connection with the delivery of bonds, including a "rate-lock agreement" in the form attached hereto as Exhibit E reflecting the terms of Section 2.03(B) hereof, with the advice of the City Attorney, Bond Counsel and the Financial Advisor, are hereby approved. The taking of such further action by the Mayor, City Manager, City Clerk, City Attorney, Finance Director and others employed by or acting

on behalf of the City as is necessary to effect the sale, issuance and delivery of the Series 2020 Note, and the application of the proceeds thereof to the payment of the financing of the Project, is hereby authorized.

SECTION 5.02. Validation Waived. The option to institute and consummate validation proceedings pursuant to the provisions of Chapter 75, Florida Statutes, for the Series 2020 Note is hereby waived in order to allow for a prompt closing and delivery of the Series 2020 Note.

SECTION 5.03. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this resolution should be held to be contrary to any express provision of law or to be contrary to the policy of express law though not expressly prohibited, or to be against public policy or should for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of and in no way affect the validity of all the other provisions of the Original Resolution or this resolution or of the Series 2020 Note.

SECTION 5.04. Repealing Clause. All resolutions of the City or parts thereof in conflict with the provisions of this resolution are to the extent of such conflict hereby superseded and repealed.

SECTION 5.05. Effective Date. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting 2020- , of the City Council of the City of Palm Bay, Brevard County, Florida, on , 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

EXHIBIT A

FORM OF SERIES 2020 NOTE

EXCEPT AS OTHERWISE PROVIDED IN RESOLUTION NO 2020-____, ANY REGISTERED OWNER SHALL, PRIOR TO BECOMING AN OWNER, EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION REFERENCED HEREIN, CERTIFYING AMONG OTHER THINGS THAT SUCH HOLDER IS A "PERMITTED LENDER" AS SUCH TERM IS DEFINED IN THE RESOLUTION REFERENCED HEREIN.

No R-____

\$_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF PALM BAY
UTILITY SYSTEM REVENUE NOTE, SERIES 2020

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUE</u>	<u>CUSIP</u>
[1.63%]*	October 1, 2031	October 1, 2020	N/A

REGISTERED OWNER: JPMORGAN CHASE BANK, N.A.

PRINCIPAL AMOUNT: [FIFTEEN MILLION NINE HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS]

The City of Palm Bay, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the special funds hereinafter mentioned, on the Maturity Date specified above, the Principal Amount shown above, upon presentation and surrender hereof (however, this Series 2020 Note will not be presented and surrendered on Amortization Installment or interest payment dates) at the principal office of the City Clerk of the City of Palm Bay, Florida, as Bond Registrar and Paying Agent, and to pay solely from such funds, interest thereon from the date of this Series 2020 Note or from the most recent interest payment date to which interest has been paid, whichever is applicable, until payment of such Principal Amount, at the Interest Rate per annum set forth above (as adjusted from time to time as provided in the Resolution), such interest being payable on April 1, 2021 and semiannually thereafter on April 1 and October 1 of each year, calculated based on a 360-day year comprised of twelve (12) thirty-day months. The principal of and interest on this Series 2020 Note, when due and payable, shall be paid by wire transfer (or other electronic means as reasonably directed by the Lender to the domestic account of the Lender upon the written request and furnishing of instructions to the Paying Agent) to the person in whose name this Series 2020 Note is registered at such address as it appears on the registration books of the City kept by the Bond Registrar at 5:00 P.M. Eastern Time on the fifth day of the month preceding the applicable interest payment date. The principal of, premium, if any and interest on this Series 2020 Note are payable in lawful money of the United States of America.

*Subject to adjustment as set forth in the Resolution.

This Series 2020 Note is the Series 2020 Note authorized to be issued in the aggregate principal amount of [\$15,970,000] to finance the cost of (i) financing of the construction of certain capital improvements in connection with the South Regional Water Treatment Plant expansion, and (ii) paying certain expenses related to the issuance and sale of the Series 2020 Note, under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including particularly Chapter 166, Florida Statutes, and other applicable provisions of law (collectively the "Act"), and Resolution No. 98-54 adopted by the City on December 3, 1998, as amended and supplemented, and particularly as supplemented by Resolution No. 2020-_____ adopted by the City Council of the City on September 17, 2020 (hereinafter collectively called the "Resolution"), and is subject to all the terms and conditions of the Resolution. Capitalized terms used herein shall have the meaning specified in the Resolution.

This Series 2020 Note is a special, limited obligation of the City, secured solely by a lien upon and pledge of (a) the Net Revenues, (b) the Pledged Water Connection Fees, and (c) moneys in the applicable Funds and Accounts, on a parity with the other Bonds and, with respect to the Water Connection Fees, other Water Connection Fee Bonds, in the manner and to the extent provided in the Resolution.

The lien upon and pledge of the Net Revenues to secure payment of the Series 2020 Note is on a parity with the lien thereon and pledge thereof in favor of the City's Outstanding Bonds; and the lien upon and pledge of the pledged Water Connection Fees in favor of the Series 2020 Note is on a parity with the lien thereon and pledge thereof to secure the Water Connection Fee Bonds; all the foregoing in the manner and to the extent provided in the Resolution.

This Series 2020 Note does not constitute a general obligation or indebtedness of the City as a "bond" within the meaning of the State Constitution, and it is expressly agreed by the Registered Owner of this Series 2020 Note that such Registered Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the City or the taxation of any property of or in the City for the payment of the principal of and interest on this Series 2020 Note or for the making of any sinking fund, reserve or other payments provided for in the Resolution.

It is further agreed between the City and the Registered Owner of this Series 2020 Note that this Series 2020 Note and the obligation evidenced hereby shall not constitute a lien upon the System or any part thereof or on any other property of or in the City but shall constitute a lien and pledge of (a) the Net Revenues, (b) the Pledged Water Connection Fees, and (c) moneys in the applicable Funds and Accounts, on a parity with any other Bonds and, with respect to the Water Connection Fees, other Water Connection Fee Bonds, in the manner and to the extent provided in the Resolution.

The Series 2020 Note is issued in the form of a fully registered bond in a single denomination in the principal amount of [\$15,970,000]. Subject to the limitations and upon payment of the charges provided in the Resolution, this Series 2020 Note may be exchanged or transferred by the Registered Owner but only upon the registration books maintained by the Bond Registrar; provided, however, that this Series 2020 Note may not be assigned or transferred except in whole, and such successor Permitted Lender shall deliver to the City a Lender's Certificate substantially in the form attached to the Resolution as Exhibit B prior to this Series

2020 Note being registered in the name of such successor Registered Owner. A "Permitted Lender" means any affiliate of the Lender or any bank, trust company, savings institution, finance or leasing company or "accredited investor" or "qualified institutional buyer" pursuant to Rule 144A promulgated under the Securities Act of 1933, or insurance company that is engaged as a regular part of its business in making loans and is authorized to do business in the State. The Bond Registrar may deem and treat the Registered Owner as the absolute owner of this Series 2020 Note for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and the Bond Registrar shall not be affected by any notice to the contrary.

This Series 2020 Note is subject to prepayment prior to maturity, at the option of the City and with five Business Days' prior written notice to the Lender, in whole or in part at any time, upon payment of a prepayment price equal to 100% of the outstanding par amount of the Series 2020 Note prepaid, plus accrued interest to the prepayment date, plus a fee calculated as described in the paragraph below.

In consideration of the Lender offering the City a fixed rate of interest on this Series 2020 Note, the City agrees that if the City prepays all or any portion of the principal balance of the Note prior to any scheduled payment due date and/or the stated maturity date set forth above (whether by acceleration, prepayment or otherwise) the City agrees to pay the Registered Owner, on the date of such prepayment a premium (the "Premium"). For purposes of the Registered Owner, the term "Premium" shall mean the sum of the differences between (a) each scheduled interest payment which would have been made on the redeemed amount if such redemption had not occurred and (b) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the owner shall be deemed to have entered into as of the date of such redemption (the "Replacement Swap") covering its payment obligations under an interest rate swap which the owner shall be deemed to have entered into when the redeemed amount was originally funded, with each such difference discounted to a present value as of the date of redemption using the fixed interest rate of the Replacement Swap as the applicable discount rate. The City acknowledges that the Registered Owner might not fund or hedge its fixed-rate loan portfolio or any redemption thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any redemption irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the loan evidenced by this Series 2020 Note. All calculations and determinations by the Registered Owner of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

The Series 2020 Note shall be subject to Amortization Installments prior to maturity at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, beginning on October 1, 2021, in the amounts and on the dates set forth below, as follows:

Date (October 1)	Amount

2021	[\$415,000
2022	430,000
2023	50,000
2024	1,260,000
2025	1,850,000
2026	1,890,000
2027	1,930,000
2028	1,970,000
2029	2,015,000
2030	2,060,000
2031*	2,100,000]

*Maturity

The City has entered into certain covenants with the Registered Owner of the Series 2020 Note for the terms of which reference is made to the Resolution.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Series 2020 Note, the rights, duties and obligations of the City, the Bond Registrar and the Registered Owner, and the terms and conditions upon which the Series 2020 Note is issued and secured. The Registered Owner of this Series 2020 Note, by acceptance hereof, assents to all of the provisions of the Resolution.

This Series 2020 Note is and has, subject to the transfer restrictions set forth above, all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code Investment Securities Laws of the State of Florida, and the Registered Owner and each successive Registered Owner of this Series 2020 Note, shall be conclusively deemed by his acceptance hereof to have agreed that this Series 2020 Note shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Series 2020 Note, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Series 2020 Note does not violate any constitutional or statutory limitation.

This Series 2020 Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

IN WITNESS WHEREOF the City of Palm Bay Florida has issued this Series 2020 Note and has caused the same to be executed by its Mayor, either manually or with his facsimile signature, and the corporate seal of the City or a facsimile thereof to be affixed hereto or imprinted or reproduced hereon and attested by the manual or facsimile signature of the City Clerk, all as of the Date of Issue above.

(SEAL)

CITY OF PALM BAY, FLORIDA

By: _____
Mayor

ATTEST

By: _____
City Clerk

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Series 2020 Note is the Series 2020 Note described in the within-mentioned Resolution.

City of Palm Bay, Florida City Clerk,
as Bond Registrar

By: _____
Authorized Signature

Date of Authentication: _____

The following abbreviations, when used in the inscription on the face of the within, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

JT TEN - as joint tenants with right of survivorship

TEN ENT - as tenants by the entireties and not as tenants in common

UNIF GIF MIN ACT - _____ UNIF TRANS MIN ACT - _____ (Cust.)

Custodian for _____ Custodian for _____
(Minor)

under Uniform Gifts to Minorunder Uniform Transfers to

Minors Act of _____ Minors Act of _____
(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE the within Bond and does hereby irrevocably constitute and appoint

_____ as his agent to transfer the Bond on the books kept for registration thereof, with full
power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed by
an institution which is a participant in the
Securities Transfer Agent Medallion
Program (STAMP) or similar program.

NOTICE: The signature to this assignment must
correspond with the name of the Registered
Owner as it appears upon the face of the within
Bond in every particular, without alternation or
enlargement or change whatever.

SECTION 1. (Authorized Officer)

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

Mayor and City Council
City of Palm Bay
Palm Bay Florida

Ladies and Gentlemen:

This is to certify that JPMORGAN CHASE BANK, N.A. (the "Lender") has made a loan (the "Series 2020 Loan") to the City of Palm Bay Florida (the "City"). The Series 2020 Loan is evidenced by the City's Water and Sewer Revenue Note, Series 2020, dated October 1, 2020 (the "Series 2020 Note"). The Lender acknowledges that the Series 2020 Loan is being made as a direct loan and not through the purchase of a municipal security and that the City may not make a filing with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access repository. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Chapter 166, Part II, Florida Statutes, and other applicable provisions of law, and Resolution No 98-54, adopted by the City on December 3, 1998, as amended and supplemented, and particularly as supplemented by Resolution No. 2020-____ adopted by the City Council of the City on September 17, 2020 (collectively the "Resolution").

The Lender has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the Series 2020 Loan, and no inference should be drawn that the Lender, in the acceptance of said Series 2020 Note, is relying on Nabors, Giblin & Nickerson, P.A. ("Bond Counsel") or Patricia D. Smith, Esq. ("City Attorney") as to any such matters other than the legal opinions rendered by Bond Counsel and by the City Attorney.

We acknowledge that no CUSIP numbers or credit ratings have been obtained with respect to the Series 2020 Note.

We acknowledge and understand that the Series 2020 Note is initially issued in a single denomination equal to the aggregate principal amount of the Series 2020 Loan and may not be transferred except in whole to a Permitted Lender. We further acknowledge that we are making the Series 2020 Loan for our own account, we do not currently intend to syndicate the Series 2020 Loan, and, except in compliance with accounting requirements and regulatory requirements we will take no action to cause the Series 2020 Note to be characterized as a security.

We are not acting as a broker or other intermediary and are funding the Series 2020 Loan with our own capital and for our own account and not with a present view to a resale or other distribution to the public.

We are an "accredited investor" as such term is defined in the Securities Act of 1933,

as amended, and Regulation D thereunder.

This Certificate is furnished by us as Lender based solely on our knowledge on the day hereof and is solely for the benefit of the City and may not be relied upon by or published or communicated to any other person without our express written consent. We disclaim any obligation to supplement this letter to reflect any facts or circumstances that may hereafter come to our attention.

Dated this ____ day of October, 2020.

JPMORGAN CHASE BANK, N.A.

By:_____

Name:_____

Title:_____

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned officer of JPMORGAN CHASE BANK, N.A. (the "Lender"), as purchaser, proposes to negotiate with the City of Palm Bay, Florida (the "City"), for the purchase of its Water and Sewer Revenue Note, Series 2020 (the "Series 2020 Note"), in the principal amount of \$_____. Prior to the award of the Series 2020 Note, the following information is hereby furnished to the City.

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with the issuance of the Series 2020 Note (such fees and expenses to be paid by the City): Lender Counsel fee in the amount of \$8,500, which fee will be paid to Locke Lord LLP by the City.

2. (a) No fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Series 2020 Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as described in Paragraph 1 above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender with the City, for any paid or promised compensation or valuable consideration, directly or indirectly expressly or implied, to act solely as an intermediary between the City and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2020 Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

(a) The Series 2020 Note is being issued for the purpose of financing the construction of certain capital improvements in connection with the South Regional Water Treatment Plant expansion (the "Project"). Unless earlier redeemed, the Series 2020 Note is expected to be repaid over a period of approximately _____ years. At a forecasted interest rate of _____%, total interest paid over the life of the debt or obligation will be \$_____.

(b) The source of repayment for this issue is the Net Revenues and Water Connection Fees of the System (as such terms are defined in Resolution No 98-54 adopted by the City on December 3, 1998, as amended and supplemented, and particularly as supplemented by Resolution No. 2020-____ adopted by the City Council of the City on September 17, 2020). Issuance of the Series 2020 Note will result in a maximum annual amount of approximately \$_____ of such revenues of the System not being available to finance other services of the City during the life of the Series 2020 Note.

6. The name and address of the Lender is as follows:

JPMorgan Chase Bank, N.A.
450 S. Orange Avenue, Floor 10
Orlando, Florida 32801

IN WITNESS WHEREOF the undersigned has executed this Disclosure Letter on behalf of the Lender this 1st day of October, 2020.

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF AMENDING RESOLUTION

**A RESOLUTION OF THE CITY OF PALM BAY, FLORIDA
AMENDING SECTION 803 OF ITS RESOLUTION NO. 98-54,
ADOPTED DECEMBER 3, 1998, AS AMENDED AND
SUPPLEMENTED; ELIMINATING ACCELERATION AS A
REMEDY UPON THE OCCURRENCE OF AN EVENT OF
DEFAULT THEREUNDER; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City of Palm Bay City Council has on December 3, 1998, previously adopted its Resolution No. 98-54 (the "Original Resolution"), providing for the issuance from time to time of utility revenue bonds of the City; and

WHEREAS, the City desires to amend Section 803 of the Original Resolution to eliminate the remedy of acceleration upon the occurrence of an "event of default" thereunder; and

WHEREAS, Section 1002 of the Original Resolution provides that the Original Resolution may be amended with the written consent of the Insurer (as defined therein) and the Holders of not less than two-thirds in aggregate principal amount and Accreted Value (as of the interest payment date immediately preceding the date on which notice of such amendment is mailed; and

WHEREAS, the City has complied with the notice requirements set forth in the Original Resolution;

NOW, THEREFORE, the City of Palm Bay City Council hereby resolves as follows:

SECTION 1. Section 803 of the Original Resolution is hereby amended and restated in its entirety to read as follows:

"The remedy of acceleration shall not be available upon the occurrence of an 'event of default' hereunder."

SECTION 2. All resolutions in conflict herewith are hereby superseded to the extent of such conflict.

SECTION 3. This resolution shall take effect immediately upon its adoption, and the execution of the consents required under the Original Resolution.

PASSED AND DULY ADOPTED this ____ day of _____, ____.

CITY OF PALM BAY, FLORIDA

William Capote, Mayor

ATTEST:

Terese M. Jones, City Clerk

EXHIBIT E
FORM OF RATE LOCK AGREEMENT

September __, 2020

Ms. Yvonne McDonald
Finance Director
City of Palm Bay, Florida
120 Malabar Road S.E.
Palm Bay, FL 32907

Dear Ms. McDonald:

Defined Terms:

Rate Lock Date: __ [Date Rate Lock is entered into]

Rate Lock Funding Date: __ [Anticipated Loan Funding Date]

Rate Lock Breakage Date: Date on which the rate lock is broken on or before the Rate Lock Funding date.

Rate Lock Amount: __ [Loan Amount for which Rate is being locked]

Annual Interest Rate (%): __ [Interest Rate]

Designated Tenor: __ years [Duration until Maturity]

This letter is to confirm that, pursuant to your request, JPMorgan Chase Bank, N.A. (the “Bank”) has reserved for City of Palm Bay, Florida (the “Borrower”) \$__ in fixed rate funds effective on the Rate Lock Date, in anticipation of the Borrower’s financing need on or before Rate Lock Funding Date.

The interest rate for the __ year period (the “Designated Tenor”) of the above-described financing will be at an annual rate equal to __%.

In order to lock the interest rate for this transaction, Borrower agrees that, if for any reason, the full Rate Lock Amount is not funded in accordance with the terms of the financing documents by the Rate Lock Funding Date, then Borrower shall pay a Reinvestment Premium to the Bank within 5 business days of the Bank’s written request, as further described below.

- I. A Reinvestment Premium shall be due and payable if (i) exceeds (ii) where (i) equals total scheduled interest payments due on the Rate Lock Amount calculated at the Swap Rate (defined below) on the Rate Lock Date plus __ basis points, and (ii) equals the total scheduled interest payments due on the Rate Lock Amount calculated at the Swap Rate on the Rate Lock Breakage Date. For purposes of calculating the Reinvestment Premium, “Swap Rate” means the USD 1100 ICE Swap Rate that appears on Reuters page “ICESWAP1” or any successor page established by Reuters (the “Service”) at approximately 11:15 a.m., New York City time on the applicable date for the Designated Tenor or the following alternatives, as applicable: (i) If the Service does not publish a USD 1100 ICE Swap Rate on either the Rate Lock Date or the Rate Lock Breakage Date, the most recent USD ICE

Swap Rate published by the Service as of the Rate Lock Date or Rate Lock Breakage Date, as applicable, will be utilized; (ii) if the Service no longer publishes a USD 1100 ICE Swap Rate, the USD ICE Swap Rate published by the Service at different times on that date may be utilized; (iii) if the Service no longer publishes any USD ICE Swap Rates, the Bank may utilize other sources for determining the value of the USD ICE Swap Rates or may, in lieu of the USD ICE Swap Rates, utilize other US dollar interest rate swap rates obtained from other sources that it determines, in its sole discretion, provide current market-based information as to mid-price US dollar interest rate swap rates; or (iv) if there is no Swap Rate for the Designated Tenor, the applicable Swap Rate will be based upon the linear interpolation between the Swap Rates reported by the Service (or alternative sources) for the closest tenors above and below the Designated Tenor. The Bank's determination of the interpolated rate shall be deemed conclusive.

- II. If (ii) above is equal to or greater than (i) above, then no Reinvestment Premium is due.
- III. The Reinvestment Premium payable to the Bank shall be equal to the net present value of the difference in scheduled interest payments of (i) above less (ii) above for each scheduled interest period, discounted at the applicable Swap Rate as of the Rate Lock Breakage Date, as determined above.

If the Borrower is in agreement with the above, please indicate such acceptance by providing signatures as set forth below, and returning this letter to my attention.

JPMorgan is delighted to be of assistance in this matter and looks forward to working with you to complete this transaction.

Yours truly,

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Its: _____

AGREED TO AND ACCEPTED BY:

CITY OF PALM BAY, FLORIDA

Date: September __, 2020

By: _____

Name: _____

Its: _____



LEGISLATIVE MEMORANDUM

DATE: 9/17/2020

RE: Resolution 2020-41, amending Resolution 2020-30, which established procedures by which public virtual meetings shall be held for City advisory boards pursuant to Executive Order 20-69.

ATTACHMENTS:

Description

Resolution 2020-41

RESOLUTION 2020-41

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2020-30, RELATING TO EMERGENCY MANAGEMENT, COVID-19 – LOCAL GOVERNMENT PUBLIC MEETINGS QUORUM AND OTHER MATTERS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Executive Order 20-69, issued by the Office of Governor Ron DeSantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes, and

WHEREAS, on July 2, 2020, City Council adopted Resolution 2020-30, which provided for virtual meetings procedures for all boards, and

WHEREAS, City Council desires to amend Resolution 2020-30, by permitting additional boards to conduct virtual public meetings.

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

SECTION 1. The City of Palm Bay hereby amends Resolution 2020-30, by authorizing the Business Improvement District, and Infrastructure Advisory and Oversight Board to conduct virtual meetings pursuant to the procedures outlined therein.

SECTION 2. Public Comment. Any person may be heard by the Board by submitting a public comment. Only one public comment may be submitted per meeting under the Public Comments heading; only one public comment may be submitted per agenda item, irrespective of the method. Written comments may be submitted by emailing the comments to the Board as provided below:

1. Business Improvement District: bidcomments@palmbayflorida.org.
2. Infrastructure Advisory and Oversight Board:
iaobcomments@palmbayflorida.org.

SECTION 3. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting 2020- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Yvonne McDonald, Finance

DATE: 9/17/2020

RE: Resolution 2020-42, amending Resolution 2019-38, adopting the Five-Year Capital Improvements Program for Fiscal Years 2019-2020 through 2023-2024 (fourth amendment).

The following is a summary of the revisions to the Capital Improvements Program/CIP in FY 2020.

Third Capital Improvement Programs (CIP) Amendment Correction:

1. **Budget Amendment #3 Modification – Item #1** – Capital Lease Purchase Agreement for eighteen (18) Police Vehicle Replacements and one (1) Fire Apparatus.
The correct capital amount appropriated on Budget Amendment #3 is \$1,937,715; the total amount reflected in the FY 2020 Third CIP Amendment was \$1,934,625, a variance of \$3,090 – **\$3,090.**

Budget Amendment #4 Modifications:

1. **Fire Department** – Appropriate funds for items required to complete the construction of Fire Station 5 (project 18FD01) as follows; approved by Council 08/06/2020:
 - a. General Fund – Emergency window exit \$9,550; generator purchase \$22,789; motor gate \$3,122; water utility line \$19,455; architect and engineering fees \$18,622 – **\$73,538.**
 - b. Impact Fee Fund (Nexus 32909) - Remodeling \$71,803; installation of a water utility line \$48,960 – **\$120,763.**
2. **Information Technology Department** – Appropriate funds to establish a Disaster Recovery Site (auditor recommendation); approved by Council 07/16/2020 – **Capital Funding Portion \$428,300.**
3. **Parks & Recreation Department** – Appropriate funds for the replacement of Parks Department's truck #4219 (including dump bed); approved by Council 08/06/2020 – **\$59,585.**
4. **Parks & Recreation Department** – Allocate 10% contingency funds to the Palm Bay Aquatic Center project (20PR01) for unforeseen underground repairs; approved by Council 05/21/2020 – **\$65,112.**
5. **Police Department** – Appropriate city-match portion funding for the Hazard Mitigation Grant Program roof replacement for the Police Department Headquarters (project 20PD01); approved by Council 06/18/2020 – **\$224,473.**
6. **Public Works Department** – Establish budget for Road Bond paving for Port Malabar

Road Paving project (20GO10); approved by Council 03/07/2019 – **\$1,533,943.**

7. **Public Works Department** – Establish budget for Road Bond paving for Emerson Drive NE Road Paving project (20GO11); approved by Council 03/07/2019 – **\$1,654,573.**
8. **Public Works Department** – Establish budget for Phase 2 Paving Program for Unit 5 Road Bond paving project (20GO12); approved by Council 02/06/2020 – **\$1,454,009.**
9. **Public Works Department** – Establish budget for Phase 2 Paving Program for Unit 46 Road Bond paving project (20GO13); approved by Council 02/06/2020 – **\$2,591,724.**
10. **Public Works Department** – Establish budget for Phase 2 Paving Program for Unit 24 Road Bond paving project (20GO14); approved by Council 02/06/2020 – **\$6,690,427.**
11. **Public Works Department** – Establish budget for Phase 2 Paving Program for Unit 25 Road Bond paving project (20GO15); approved by Council 02/06/2020 – **\$8,958,824.**
12. **Public Works Department** – Appropriate funds for the Traffic Signal Installation at Emerson Drive and Glencove Ave NW (project 20PW03); approved by Council 08/20/2020 – **\$83,298.**
13. **Utilities Department** – Close-out the Lift Station #93 Rehab project (20WS13) and return funds to undesignated fund balance – **(\$30,918).**
14. **Utilities Department** – Appropriate funds for Tetra Tech task order for the South Regional Water Treatment Plant Expansion (project 18WS04) for bidding services; approved by Council 06/18/2020 – **\$49,188.**
15. **Utilities Department** – Appropriate funds for Change Order #3 to the WWTP Mechanical Screen project (18WS14) to repair damaged concrete walls in the headworks influent channel; approved by Council 08/20/2020 – **\$37,018.**
16. **Utilities Department** – Appropriate funds for Change Order #4 to the WWTP Mechanical Screen project (18WS14) to replace the temporary masonry wall with a proper channel; approved by Council 08/20/2020 – **\$29,239.**
17. **Utilities Department** – Appropriate additional funds, based on the bid tabulation sheet, to the Reuse High Service Pumps Replacement project (18WS01); initial funding was appropriated on Budget Amendment #2; approved by Council 08/20/2020 – **\$700.**

Transfer of Funds Between Capital Projects/Accounts:

1. **Utilities Department – Budget Transfer #81**
Transfer funds from the Cable Lane Sewer Replacement project (14WS07) (\$250,000) to the North Regional Wastewater Treatment Plant (NRWWTP) Clarifier Replacement project (20WS21) \$250,000 for emergency clarifier equipment purchases; funding includes replacement parts, overnight shipping of equipment, fabrication of pier, installation, professional engineering services during installation, equipment rental, and unforeseen conditions/expenses that may arise during the replacement; temporary transfer with funding approved by Council for Budget Amendment #5 appropriations – **\$0.**
2. **Public Works Department – Budget Transfer #86**
Transfer funds from the FY 2020 Road Program (project 20RD01) (\$9,987) to the Safe Routes to Schools project (18PW02) \$9,987 for Post-Design Engineering Services; expenditures are not reimbursable through the LAP Agreement – **\$0.**
3. **Public Works Department – Budget Transfer #92**
Close the following road maintenance capital improvement projects and return funding to the FY 2020 Road Program (project 20RD01) \$18,384: Culver Street Widening (project 16PW13) (\$143); Garvey Road Repaving (project 17PW10) (\$12,596); and Eldron Boulevard Repaving (project 17PW11) (\$5,645) – **\$0.**
4. **Public Works Department – Budget Transfer #93**
Close the following drainage capital improvement projects and return funding to the FY 2020 Stormwater Utility Program (project 20SU01) \$309,064: Culver Replacement Garvey C17 (project 19SU02) (\$40,281); Culver Replacement Garvey C18 (project 19SU03) (\$97,690);

and Unit 31 Pipe Replacement (project 19SU08) (\$171,093) – \$0

5. **Public Works Department – Budget Transfer #96**

Transfer funds from the FY 2020 Stormwater Utility Program (project 20SU01) (\$64,148) to the Unit 5 Pipe Replacement project (20SU20) \$64,148; open project and establish budget – \$0.

6. **Utilities Department – Budget Transfer #98**

Reverse Budget Transfer #56 – funding appropriated on Budget Amendment #3 with item Legislative Council Memo approval 05/07/2020.

Return funding from the Realign Valkaria Road & Wyoming Drive SE at Babcock Street SE project (20WS18) (\$125,694) to the PM Unit 3 Water Main Replacement project (20WS07) \$125,694 – \$0.

7. **Utilities Department – Budget Transfer #99**

Reverse Budget Transfer #67 – funding appropriated on Budget Amendment #3 with item Legislative Council Memo approval 06/07/2020.

Return funding from the North Regional Wastewater Treatment Plant 24" Clarifier Valve Replacement project (20WS19) (\$61,031) to the Port Malabar Raw Water Main Replacement project (20WS10) \$61,031 – \$0.

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

1. **Parks & Recreation Department – Budget Transfer #80**

Transfer non-capital operating funds to General Ledger Account 6401 – Machinery & Equipment for the purchase of two (2) Toro Groundmaster 4500-D and two (2) Sandpro mowers for field maintenance – \$182,228.

2. **Public Works Department – Budget Transfer #82**

Transfer funds from the FY 2020 Road Program (project 20RD01) (\$2,854,790) to the following projects/accounts to establish a project budget: FY 2020 Road Rejuvenation (project 20RD02) \$140,736; Unit 45 Road Maintenance (project 20RD03) \$2,694,054; and non-capital accounts for pavement testing – **Net (\$20,000).**

3. **Parks & Recreation Department – Budget Transfer #87**

Transfer non-capital operating funds to General Ledger Account 6401 – Machinery & Equipment for the purchase of Christmas Light Displays to be used during the annual Palm Bay Light Fest – \$21,700.

4. **Public Works Department – Budget Transfer #89**

Transfer non-capital operating funds to General Ledger Account 6401 – Machinery & Equipment for the purchase of two (2) Zero-Turn KAW Cheetah Lawn Mowers – \$19,370.

5. **Parks & Recreation Department – Budget Transfer #90**

Transfer non-capital operating funds to General Ledger Account 6301 – Improvements Other Than Buildings for engineering and build-out of underground electrical for the annual Palm Bay Light Fest at Fred Poppe Regional Park – \$95,752.

6. **Police Department – Budget Transfer #91**

Transfer non-capital operating funds to General Ledger Account 6403 – Light Vehicles for lighting, tinting and supplies of three (3) Police Vehicles purchased through Law Enforcement Trust Fund (LETF) funding – \$5,562.

7. **Parks & Recreation Department – Budget Transfer #95**

Correction to Budget Transfer #87 – Equipment not to be capitalized; 31 total Christmas Light Displays; request does not meet \$5,000 equipment rules.

Transfer previous funding for Christmas Light Displays to non-capitalized Equipment General Ledger Account – (\$21,700).

8. **Community & Economic Development Department – Budget Transfer #97**

Transfer (\$334) of capitalized funding for the Palm Bay Senior Center project (20CD01) to non-capital operating funds for the same project to cover legal advertisement notices in the

FloridaToday newspaper – **(\$334)**.

9. **Fire Department – Budget Transfer #101**

Transfer (\$7,568) of capitalized funding for the Fire Station #5 Rebuild project (18FD01) to non-capital operating General Ledger accounts to balance budgets – **(\$7,568)**.

REQUESTING DEPARTMENT:

Community & Economic Development, Utilities, Public Works, Parks & Recreation, Finance, Police Department, Fire Department, Information Technology

FISCAL IMPACT:

Please refer to summary section for capital improvement program impacting details.

RECOMMENDATION:

Motion to Adopt, by Resolution, the Fourth Amendment to the FY 2020 Capital Improvements Program.

ATTACHMENTS:

Description

Resolution 2020-42

Resolution 2020-42, Exhibit A

RESOLUTION 2020-42

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2019-38, AS AMENDED BY RESOLUTIONS 2020-04, 2020-19 AND 2020-33, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENTS PROGRAM FOR THE FISCAL YEARS 2019-2020 THROUGH 2023-2024 FOR THE CITY OF PALM BAY, FLORIDA; RESCINDING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay's Capital Improvements Program, formally known as the Community Investment Program, was adopted by the City Council on September 26, 2019.

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

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

SECTION 1. Resolution 2019-38, as amended by Resolutions 2020-04, 2020-19 and 2020-33, is hereby amended by including additional projects to the Five-Year Community Investment Program for Fiscal Years 2019-2020 through 2023-2024, which are, by reference, incorporated herein as Exhibit "A".

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

This resolution was duly enacted at Meeting 2020- , of the City Council of the City of Palm Bay, Brevard County, Florida, on , 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

City of Palm Bay, Florida
Resolution 2020-42

EXHIBIT "A"
(Utilities Department)

Fund	Department Division	Project Number	Capital Improvements Program Summary	FY 2020 Adopted CIP Budget	FY 2019 to FY 2020 Rollovers	FY 2020 Amendments	New Project TOTAL	TOTAL FY 2020
Utilities Operating								
421	8010-536-6101	19WS01	Utility Land Needs	0	100,000	0	100,000	100,000
421	8010-536-6403	N/A	Light Vehicles - Nissan Frontier	0	21,492	0	21,492	21,492
421	8013-536-6403	N/A	Utilities Inspector Vehicle	30,000	0	0	30,000	30,000
421	8013-536-6407	N/A	Dedicated Attached Storage Network	142,000	0	(3,823)	138,177	138,177
421	8014-536-6201	20WS05	North Regional Aggregate Storage Facility	10,000	0	0	10,000	10,000
421	8014-536-6211	N/A	Chemical Storage - Containment	7,000	0	0	7,000	7,000
421	8014-536-6301	20WS02	Security Camera Replacements and Upgrades	96,360	0	0	96,360	96,360
421	8014-536-6403	N/A	Light Vehicles - Ford F250 Supuer Duty Truck	0	56,368	0	56,368	56,368
421	8016-536-6401	N/A	MRX Mobile Data Collectors (2)	0	0	19,990	19,990	19,990
421	8016-536-6403	N/A	MRX Mobile Data Collectors (2)	19,990	0	(19,990)	0	0
421	8020-533-6201	20WS05	North Regional Aggregate Storage Facility	10,000	0	0	10,000	10,000
421	8020-533-6201	20WS06	North Regional Equipment Storage Building	21,000	0	0	21,000	21,000
421	8020-533-6322	N/A	Meter Services - New Installations	290,000	23,596	0	313,596	313,596
421	8020-533-6324	17WS02	I-95/Parkway WM and FM	0	6,873	0	6,873	6,873
421	8020-533-6324	20WS03	Cedar Side Condo Meter Removal & Service Line Replace.	45,000	0	0	45,000	45,000
421	8020-533-6401	N/A	Trailer Mounted Valve Exerciser	0	47,635	0	47,635	47,635
421	8020-533-6403	N/A	Light Vehicles - Ford F350	0	39,959	0	39,959	39,959
421	8023-533-6221	18WS04	SRWTP 4MG to 6MG Expansion	0	0	49,188	49,188	49,188
421	8024-533-6221	19WS12	NRWTP Sludge Dewatering	0	103,000	0	103,000	103,000
421	8024-533-6221	20WS01	NRWWTP Emergency Pond Lining System	51,500	0	0	51,500	51,500
421	8024-533-6221	20WS04	NRWTP SCADA	160,000	0	0	160,000	160,000
421	8024-533-6323	18WS23	NRWTP Year Yard Swale & Fence Improvements	25,000	21,054	(24,499)	21,555	21,555
421	8030-535-6201	20WS05	North Regional Aggregate Storage Facility	10,000	0	0	10,000	10,000
421	8030-535-6201	20WS06	North Regional Equipment Storage Building	21,000	0	0	21,000	21,000
421	8030-535-6325	17WS02	I-95/Parkway WM and FM	0	6,873	0	6,873	6,873
421	8030-535-6327	16WS07	Regional Pump Station	0	1,286,817	0	1,286,817	1,286,817
421	8030-535-6401	N/A	Camera Truck Equipment Replacement	79,000	0	0	79,000	79,000
421	8030-535-6403	N/A	Towmaster Trailer T-14D Deck Cover	11,000	62,523	0	73,523	73,523
421	8030-535-6404	N/A	Base Sewer Cleaning Machines	0	362,630	0	362,630	362,630
421	8034-535-6221	17WS13	NRWWTP Clarifier 2 Construction	2,175,000	0	(1,218,573)	956,427	956,427
421	8034-535-6221	17WS16	WRF Denitrification	0	1,207,847	2,388,934	3,596,781	3,596,781
421	8034-535-6221	19WS20	Reuse TSS Meter Installation	0	30,600	(25,699)	4,901	4,901
421	8034-535-6407	N/A	WRF SCADA Viewer	9,000	0	0	9,000	9,000
Utilities Connections Fee Fund								
423	8021-533-6221	18WS04	SRWTP 4MG to 6MG Expansion	0	245,311	10,425	255,736	255,736
423	8021-533-6324	17WS03	Cogan Drive WM & FM	0	1,955	(1,955)	0	0
423	8021-533-6324	19WS14	Culver Drive Utility Relocation	0	39,411	(39,411)	0	0
423	8021-533-6324	20WS07	Port Malabar Unit 3 Water Main Replacement	41,300	0	0	41,300	41,300
423	8021-533-6324	20WS08	Mandarin Dr WM Extension & Replacement	68,000	0	0	68,000	68,000
423	8021-533-6324	20WS09	Cadez Street WM Replacement & Upgrade	124,425	0	0	124,425	124,425
423	8021-533-6324	20WS20	Bayridge S/D Potable Water Improvements	0	0	37,049	37,049	37,049
423	8031-535-6221	16WS05	So. Reg. Water Reclamation	0	23,824	0	23,824	23,824
423	8031-535-6325	17WS03	Cogan Drive WM & FM	0	67,901	(67,901)	0	0
423	8031-535-6325	20WS17	Babcock @ Wyomig/Valkaria	0	0	3,804	3,804	3,804
423	8031-535-6327	17WS08	Regional Pump Station	0	115,000	0	115,000	115,000
Utilities Renewal and Replacement Fund								
424	8022-533-6221	12WS02	RPL Large Diameter Steel	0	28,009	(1,942)	26,067	26,067
424	8022-533-6221	14WS02	NRWTP Elevated Walkway	0	0	435,000	435,000	435,000
424	8022-533-6221	15WS02	Filter Rehabilitation	0	4,940	0	4,940	4,940
424	8022-533-6221	16WS01	Treatment Unit Rehab	125,000	961,478	0	1,086,478	1,086,478
424	8022-533-6221	17WS04	TSF Filter/Backwash	0	281,070	474,786	755,856	755,856
424	8022-533-6221	18WS06	NRWTP High Service Pumps Replacement	199,400	422,749	0	622,149	622,149
424	8022-533-6221	18WS19	Generator & Air Compressor	0	431,281	743,787	1,175,068	1,175,068
424	8022-533-6221	19WS03	SRWTP Feed Line Restoration	0	85,000	(20,955)	64,045	64,045
424	8022-533-6221	19WS07	NRWTP CO2 System	0	40,000	0	40,000	40,000
424	8022-533-6221	19WS08	Sodium Hypo Pump Skid	0	53,000	0	53,000	53,000
424	8022-533-6221	19WS10	Nash High Service Pump/MCC Replacement	690,000	67,322	0	757,322	757,322
424	8022-533-6221	19WS11	NRWTP Lime Slaking Silo Replacement	375,000	48,876	0	423,876	423,876
424	8022-533-6221	19WS21	NRWTP SCADA Upgrade	0	105,120	0	105,120	105,120
424	8022-533-6318	17WS22	Well 17 Rehab	0	63,878	0	63,878	63,878
424	8022-533-6318	19WS17	Rehabilitation of Well	0	49,711	0	49,711	49,711
424	8022-533-6322	N/A	Meter Services - Meter Replacements	250,000	0	0	250,000	250,000
424	8022-533-6324	19WS02	Public Works Utility Relocation Projects	25,680	293,525	0	319,205	319,205
424	8022-533-6324	19WS06	Valve Replacement Program	162,500	84,457	0	246,957	246,957
424	8022-533-6324	19WS09	Valve Replacement-Country	0	135,500	0	135,500	135,500
424	8022-533-6324	19WS13	Fire Hydrant Replacements	158,500	176,453	0	334,953	334,953
424	8022-533-6324	19WS14	Culver Drive Utility Relocation	0	50,036	(50,036)	0	0
424	8022-533-6324	20WS07	Port Malabar Unit 3 Water Main Replacement	165,200	0	0	165,200	165,200
424	8022-533-6324	20WS08	Mandarin Dr WM Extension & Replacement	17,000	0	0	17,000	17,000
424	8022-533-6324	20WS09	Cadez Street WM Replacement & Upgrade	53,325	0	0	53,325	53,325
424	8022-533-6324	20WS10	Port Malabar Raw Water Main Replacement	127,000	0	0	127,000	127,000

City of Palm Bay, Florida
Resolution 2020-42

EXHIBIT "A"
(Utilities Department)

Fund	Department Division	Project Number	Capital Improvements Program Summary	FY 2020 Adopted CIP Budget	FY 2019 to FY 2020 Rollovers	FY 2020 Amendments	New Project TOTAL	TOTAL FY 2020
424	8022-533-6324	20WS18	Realignment of Valkaria Road & Wyoming Drive @ Babcock Street SE	0	0	73,251	73,251	73,251
424	8032-535-6221	15WS07	SCADA Improvements	0	106	(106)	0	0
424	8032-535-6221	18WS01	Reuse High Svc. Pumps	0	507,388	104,718	612,106	612,106
424	8032-535-6221	18WS09	WWTP Digester 6 Rehab	0	605,936	22,601	628,537	628,537
424	8032-535-6221	18WS14	WWTP Mechanical Screen	0	679,284	66,257	745,541	745,541
424	8032-535-6221	18WS15	RAS/WAS Pump Rehab	0	470,616	0	470,616	470,616
424	8032-535-6221	18WS16	NRWWTP Grit System Rehabilitation	35,000	0	0	35,000	35,000
424	8032-535-6221	19WS05	NRWRF Aquadisk Upgrade	0	48,158	0	48,158	48,158
424	8032-535-6221	20WS19	NRWWTP 24" Clarifier	0	0	61,031	61,031	61,031
424	8032-535-6221	20WS21	NRWWTP Clarifier Replacement	0	0	250,000	250,000	250,000
424	8032-535-6325	14WS07	Cable Lane Sewer Replacement	0	343,198	(250,000)	93,198	93,198
424	8032-535-6325	18WS08	ARV Upgrade Program	100,000	26,642	0	126,642	126,642
424	8032-535-6325	18WS30	Sewer/Pipe Hanhole Replacement	0	337,875	(27,880)	309,995	309,995
424	8032-535-6325	19WS02	Public Works Utility Relocation Projects	17,120	47,945	0	65,065	65,065
424	8032-535-6325	19WS04	Cherry Hills Manhole	0	500	(500)	0	0
424	8032-535-6325	19WS14	Culver Drive Utility Relocation	0	20,580	(20,580)	0	0
424	8032-535-6325	20WS11	Sanitary Sewer Lining Program	300,000	0	0	300,000	300,000
424	8032-535-6325	20WS18	Realignment of Valkaria Road & Wyoming Drive @ Babcock Street SE	0	0	52,443	52,443	52,443
424	8032-535-6326	17WS15	DIW Reservoir Rehab	0	49,718	0	49,718	49,718
424	8032-535-6326	20WS12	NRWWTP Reuse Irrigation Rehab	30,000	0	0	30,000	30,000
424	8032-535-6327	17WS23	Lift Station #1 Relocation	100,000	0	0	100,000	100,000
424	8032-535-6327	18WS10	Lift Station RTU Replacement Program	169,612	245,356	0	414,968	414,968
424	8032-535-6327	18WS11	Lift Station Electrical Panel Replacement	150,492	279,825	0	430,317	430,317
424	8032-535-6327	18WS21	Lift Station Valve Pit Elimination Program	150,000	0	0	150,000	150,000
424	8032-535-6327	20WS13	Lift Station #93 Rehab	150,500	0	(43,534)	106,966	106,966
424	8032-535-6327	20WS14	Lift Station #43 Rehab	90,000	0	0	90,000	90,000
Main Line Extension Fee Fund								
425	8021-533-6324	18WS07	PB Hospital Water Main	0	168,000	(168,000)	0	0
425	8021-533-6324	19WS15	Garvey Road Water Main Loop	85,348	130,152	0	215,500	215,500
425	8021-533-6324	19WS16	Water MLE - Franklin	0	1,242	(1,242)	0	0
425	8021-533-6324	20WS08	Mandarin Dr WM Extension & Replacement	11,500	0	0	11,500	11,500
425	8021-533-6324	20WS15	Walmsley Street Water Main Extension	61,000	0	0	61,000	61,000
425	8021-533-6324	20WS16	Unit 21 Water System Looping	187,500	0	0	187,500	187,500
Utilities SRF Loan Fund								
433	8031-535-6221	16WS05	South Regional Water Reclamation Facility	0	0	20,000,000	20,000,000	20,000,000
TOTAL UTILITY DEPARTMENT ONLY				7,433,252	11,215,595	22,806,638	41,455,485	41,455,485

City of Palm Bay, Florida

Resolution 2020-42

EXHIBIT "A"

(Non-Utility Departments)

Fund	Department Division	Project Number	Capital Improvements Program Summary	FY 2020 Adopted CIP Budget	FY 2019 to FY 2020 Rollovers	FY 2020 Amendments	New Project TOTAL	TOTAL FY 2020
Information Technology								
001	2310-519-6413	20IT01	Disaster Recovery Solution Site	0	0	428,300	428,300	428,300
Community & Economic Development								
111	3353-554-6201	14CD01	Homes for Warriors	0	307,874	0	307,874	307,874
111	3353-554-6201	17CD03	Homes for Warriors/Hunt St	0	27,184	0	27,184	27,184
112	3353-554-6201	20CD01	Palm Bay Senior Center	0	0	576,824	576,824	576,824
112	3353-554-6308	14CDBG	Uncommitted & Available Funds	0	572,425	(481,527)	90,898	90,898
112	3353-554-6332	20CD01	Palm Bay Senior Center	527,158	0	(527,158)	0	0
112	3353-554-6401	20CD08	Fire Apparatus & LSE/Life Safety Equipment	0	0	25,056	25,056	25,056
112	3353-554-6405	20CD08	Fire Apparatus & LSE/Life Safety Equipment	0	0	367,088	367,088	367,088
114	3353-554-6201	N/A	HOME New Construction - CHDO + Project	230,301	0	0	230,301	230,301
114	3353-554-6201	14CDBG	Uncommitted & Available Funds	0	95,621	0	95,621	95,621
123	3353-554-6201	N/A	NSP New Construction	801,683	0	0	801,683	801,683
Growth Management								
451	3320-524-6407	N/A	Track-It Software Integration	0	212,635	1,350	213,985	213,985
Parks & Recreation								
001	4010-572-6411	N/A	Software/RecTrac	0	0	7,260	7,260	7,260
001	4026-572-6301	19PR06	FPRP Sewer Conversion	0	19,364	359,718	379,082	379,082
001	4026-572-6301	N/A	Underground Electrical - Palm Bay Light Fest	0	0	95,752	95,752	95,752
001	4026-572-6332	19PR01	West Oaks Playground	0	3	(3)	0	0
001	4026-572-6332	20PR02	Twin Lakes Playground	0	0	79,684	79,684	79,684
001	4026-572-6401	N/A	Two (2) Toro Groundmaster & Two (2) Sandpro Mowers	0	0	182,228	182,228	182,228
001	4032-572-6301	20PR01	Aquatic Center Rennovations	0	0	719,272	719,272	719,272
154	4050-572-6301	18PR01	Musco Control Link	0	101,000	(101,000)	0	0
154	4050-572-6308	16PK08	Campgrounds @ PB Regional Park	0	17,717	(17,717)	0	0
154	4050-572-6308	18PR04	Wake Forest Basketball Court	0	77,869	(77,869)	0	0
154	4050-572-6332	17PR06	Palm Bay Senior Center Improvements	0	4,321	(4,321)	0	0
192	4050-572-6308	16PK08	Campgrounds @ PB Regional Park	0	0	17,717	17,717	17,717
192	4050-572-6308	18PR04	Wake Forest Basketball Court	0	0	277,869	277,869	277,869
192	4050-572-6332	17PR06	Palm Bay Senior Center Improvements	0	0	4,321	4,321	4,321
301	4090-572-6308	16PK08	Campgrounds @ PB Regional Park	0	1,683,600	0	1,683,600	1,683,600
Facilities								
001	4525-519-6401	18FM03	FPRP Sewer Conversion	0	12	(12)	0	0
Fire								
001	6012-522-6201	18FD01	Fire Station 5 Rebuild	0	154,352	20,433	174,785	174,785
001	6012-522-6201	19FD01	Fire Station Hardening Program	48,228	230,265	44,422	322,915	322,915
001	6012-522-6323	18FD01	Fire Station 5 Rebuild	0	0	3,122	3,122	3,122
001	6012-522-6401	N/A	Machinery & Equipment	0	0	93,012	93,012	93,012
001	6012-522-6401	18FD01	Fire Station 5 Rebuild	0	8,113	23,967	32,080	32,080
001	6012-522-6401	19FD01	Fire Station Hardening Program	0	161,103	20,624	181,727	181,727
001	6012-522-6408	18FD01	Fire Station 5 Rebuild	0	0	5,770	5,770	5,770
001	6012-522-6408	19FD02	Fire Dispatch Center	33,884	0	38,481	72,365	72,365
153	6050-522-6201	18FD01	Fire Station 5 Rebuild	0	319,411	(319,411)	0	0
153	6050-522-6323	18FD01	Fire Station 5 Rebuild	0	10,000	(10,000)	0	0
153	6050-522-6408	19FD02	Fire Dispatch Center	0	56,697	(56,697)	0	0
188	6050-522-6408	19FD02	Fire Dispatch Center	0	0	56,697	56,697	56,697
190	6050-522-6201	18FD01	Fire Station 5 Rebuild	0	0	440,174	440,174	440,174
190	6050-522-6401	18FD01	Fire Station 5 Rebuild	0	0	66,740	66,740	66,740
190	6050-522-6323	18FD01	Fire Station 5 Rebuild	0	0	10,000	10,000	10,000
Police								
001	5012-521-6403	N/A	Light Vehicles - Radar Trailer w/ Software	0	0	17,490	17,490	17,490
101	5040-521-6403	N/A	Light Vehicles - One (1) Police Vehicle	0	28,336	0	28,336	28,336
101	5040-521-6403	N/A	Light Vehicles - Three (3) Unmarked Police Vehicles	0	0	68,977	68,977	68,977
301	5090-521-6201	20PD01	PD Headquarters - Roof Replacement & Shutter Install	0	0	224,473	224,473	224,473
Public Works								
001	7011-541-6101	N/A	Land Acquisition: Seven (7) Easements	0	0	50,000	50,000	50,000
001	7017-541-6401	N/A	Two (2) Zero-Turn KAW Cheetah Lawn Mowers	0	0	19,370	19,370	19,370
001	7026-541-6401	N/A	Two (2) Variable Message Boards	0	0	31,798	31,798	31,798
001	7026-541-6401	N/A	Gridsmart Dual Camera System	0	0	17,850	17,850	17,850
155	7050-541-6316	16PW13	Culver Street	0	1,091,583	(1,046,529)	45,054	45,054
155	7050-541-6316	18PW01	SJHP Traffic Signal	0	298,289	(298,289)	0	0
197	7050-541-6101	N/A	ROW Acquisition - Block 1702, Port Malabar Unit 36	0	0	84,500	84,500	84,500
197	7050-541-6316	16PW13	Culver Street	0	0	405,479	405,479	405,479
197	7050-541-6316	18PW01	SJHP Traffic Signal	0	0	298,289	298,289	298,289
197	7050-541-6316	20PW03	Traffic Signal Installation - Emerson Dr & Glencove Ave NW	0	0	83,298	83,298	83,298
198	7050-541-6101	N/A	ROW Acquisition - Block 1702, Port Malabar Unit 36	0	0	82,700	82,700	82,700
198	7050-541-6101	N/A	ROW Acquisition - Three (3) Parcels Gaynor Drive, Unit 32	0	0	29,150	29,150	29,150
199	7050-541-6303	15PW11	SO. I-95 Interchange	0	44,500	300,300	344,800	344,800
301	7090-539-6301	13PW02	Bus Shelter Installation	0	146,086	(146,086)	0	0
301	7090-541-6315	18PW02	Safe Routes to School	0	7,647	2,490,058	2,497,705	2,497,705
306	7090-541-6303	15PW11	SO. I-95 Interchange	0	458,250	0	458,250	458,250
307	7090-541-6304	16PW13	Culver Street	0	317	(143)	174	174
307	7090-541-6304	17PW10	Garvey Road Repaving	0	12,596	(12,596)	0	0
307	7090-541-6304	17PW11	Eldron Blvd. Repaving	0	5,645	(5,645)	0	0
307	7090-541-6304	18RD07	Malabar Road Widen - Prelim.	0	12,450	0	12,450	12,450
307	7090-541-6304	19RD01	FY 2019 Road Program	0	2,263,212	(2,263,212)	0	0
307	7090-541-6304	19RD02	Rejuvination of 7 City Roads	0	8,454	(4,498)	3,956	3,956
307	7090-541-6304	20RD01	FY 2020 Road Program	833,684	0	(530,231)	303,453	303,453
307	7090-541-6304	20RD02	2020 Rejuvination	0	0	140,736	140,736	140,736

City of Palm Bay, Florida
Resolution 2020-42

EXHIBIT "A"
(Non-Utility Departments)

Fund	Department Division	Project Number	Capital Improvements Program Summary	FY 2020 Adopted CIP Budget	FY 2019 to FY 2020 Rollovers	FY 2020 Amendments	New Project TOTAL	TOTAL FY 2020
307	7090-541-6304	20RD03	Unit 45 Road Maintenance	0	0	2,694,054	2,694,054	2,694,054
307	7090-541-6315	18PW02	Safe Routes to School	0	1,026	9,987	11,013	11,013
308	7090-541-6303	15PW11	SO. I-95 Interchange	0	3,011,867	49,746	3,061,613	3,061,613
309	7090-541-6303	19GO02	GO Bond - Eldron Blvd. Repaving	0	1,922,577	0	1,922,577	1,922,577
309	7090-541-6303	19GO03	GO Bond - Unit 41 Repaving	0	1,223,262	9,727	1,232,989	1,232,989
309	7090-541-6303	20GO01	RBP Unit 31 Road Restoration	0	0	5,472,306	5,472,306	5,472,306
309	7090-541-6303	20GO02	RBP Unit 32 Road Restoration	0	0	5,242,514	5,242,514	5,242,514
309	7090-541-6303	20GO03	Unit 42 Paving	0	0	10,000,000	10,000,000	10,000,000
309	7090-541-6303	20GO04	Garvey Road Paving	0	0	1,000,000	1,000,000	1,000,000
309	7090-541-6303	20GO05	Unit 11 Road Paving	0	0	3,700,000	3,700,000	3,700,000
309	7090-541-6303	20GO06	Unit 15 Road Paving	0	0	2,250,000	2,250,000	2,250,000
309	7090-541-6303	20GO07	Unit 18 Road Paving	0	0	5,000,000	5,000,000	5,000,000
309	7090-541-6303	20GO08	Unit 23 Road Paving	0	0	5,681,000	5,681,000	5,681,000
309	7090-541-6303	20GO09	Unit 56 Road Paving	0	0	1,500,000	1,500,000	1,500,000
309	7090-541-6303	20GO10	Port Malabar Road Paving	0	0	1,533,943	1,533,943	1,533,943
309	7090-541-6303	20GO11	Emerson Drive NE Road Paving	0	0	1,654,573	1,654,573	1,654,573
309	7090-541-6303	20GO12	Unit 5 Road Bond Paving (Phase 2)	0	0	1,454,009	1,454,009	1,454,009
309	7090-541-6303	20GO13	Unit 46 Road Bond Paving (Phase 2)	0	0	2,591,724	2,591,724	2,591,724
309	7090-541-6303	20GO14	Unit 24 Road Bond Paving (Phase 2)	0	0	6,690,427	6,690,427	6,690,427
309	7090-541-6303	20GO15	Unit 25 Road Bond Paving (Phase 2)	0	0	8,958,824	8,958,824	8,958,824
461	7083-538-6309	N/A	Drainage Projects	0	0	0	0	0
461	7083-538-6309	18SU04	Pembroke Ave. @ C-75 Culvert Replacement	0	3,090	(3,090)	0	0
461	7083-538-6309	18SU06	Emerson Dr. @ C-75 Culvert Replacement	0	10,554	(10,554)	0	0
461	7083-538-6309	18SU09	Pebble Ave. @ C-75 Culvert Replacement	0	7,164	(7,164)	0	0
461	7083-538-6309	18SU14	Harper Blvd. @ C-18 Culvert Replacement	0	108,927	0	108,927	108,927
461	7083-538-6309	19SU01	FY 2019 Stormwater Utility Program	0	796,145	(796,145)	0	0
461	7083-538-6309	19SU01	TCS (Turkey Creek Sanctuary) Grant City-Match	160,000	0	(160,000)	0	0
461	7083-538-6309	19SU02	Culvert Replacement Garvey C17	0	347,481	(40,281)	307,200	307,200
461	7083-538-6309	19SU03	Culvert Replacement Garvey C18	0	348,762	(97,690)	251,072	251,072
461	7083-538-6309	19SU04	PH Pipe Replacement Unit 42	0	148,347	0	148,347	148,347
461	7083-538-6309	19SU05	Replacement Pipe Crossing Unit 44	0	6,166	(6,166)	0	0
461	7083-538-6309	19SU06	PH2 Unit 44 Pipe Replacement	0	6,748	(6,748)	0	0
461	7083-538-6309	19SU07	Installation Cured in Place Pipes - 23 Locations	0	13,394	(13,394)	0	0
461	7083-538-6309	19SU08	Pipe Replacement Unit 31	0	730,230	(171,093)	559,137	559,137
461	7083-538-6309	19SU09	Pipe Replacement Unit 32	0	492,679	0	492,679	492,679
461	7083-538-6309	19SU10	Pipe Replacement Unit 42	0	387,853	0	387,853	387,853
461	7083-538-6309	19SU11	Pipe Replacement Unit 11	0	149,370	0	149,370	149,370
461	7083-538-6309	19SU12	Pipe Replacement Unit 15	0	157,688	0	157,688	157,688
461	7083-538-6309	19SU13	Culvert Replacement Unit 23	0	719,910	0	719,910	719,910
461	7083-538-6309	19SU14	Culvert Replacement Unit 56	0	254,757	0	254,757	254,757
461	7083-538-6309	20SU01	FY 2020 Stormwater Utility Program	3,736,250	0	(3,002,952)	733,298	733,298
461	7083-538-6309	20SU02	Pipe Replacement Unit 18	0	0	238,000	238,000	238,000
461	7083-538-6309	20SU03	Pollack Park Stormwater	0	0	1,500	1,500	1,500
461	7083-538-6309	20SU04	Jacobin St @ C-60 Culvert Replacement	0	0	336,400	336,400	336,400
461	7083-538-6309	20SU06	Waterbury @ C-39 Pipe Replacement	0	0	475,000	475,000	475,000
461	7083-538-6309	20SU07	Freehold @ C41R Pipe Replacement	0	0	325,000	325,000	325,000
461	7083-538-6309	20SU09	FY 20 Cured in Place Pipe	0	0	460,000	460,000	460,000
461	7083-538-6309	20SU10	Gallash @ C-14 Culvert Replacement	0	0	30,000	30,000	30,000
461	7083-538-6309	20SU11	Unit 46 Pipe Installation	0	0	0	0	0
461	7083-538-6309	20SU13	Unit 24 Pipe Replacement	0	0	30,000	30,000	30,000
461	7084-541-6309	20SU12	Malabar Road Drainage	0	0	482,500	482,500	482,500
461	7084-541-6309	20SU13	Unit 24 Pipe Replacement	0	0	648,500	648,500	648,500
461	7084-541-6309	20SU14	Unit 25 Pipe Replacement	0	0	634,500	634,500	634,500
461	7084-541-6309	20SU15	Emerson @ C51 Culvert Replacement	0	0	308,500	308,500	308,500
461	7084-541-6309	20SU17	Unit 2 Pipe Replacement	0	0	8,000	8,000	8,000
461	7084-541-6309	20SU18	Unit 4 Pipe Replacement	0	0	7,000	7,000	7,000
461	7084-541-6309	20SU20	Unit 5 Pipe Replacement	0	0	64,148	64,148	64,148
521	7070-519-6403	N/A	Light Vehicles - 10 Police Vehicles	0	230,522	0	230,522	230,522
521	7070-519-6403	N/A	Light Vehicles - Squad Vehicle (F-350)	0	39,387	0	39,387	39,387
521	7070-519-6403	N/A	Light Vehicles - One (1) Unmarked Police Vehicle	0	0	25,540	25,540	25,540
521	7070-519-6403	N/A	Light Vehicles - 18 Police Vehicles (Lease Purchase)	0	0	659,715	659,715	659,715
521	7070-519-6403	N/A	Light Vehicles - Seven (7) Pick-Up Trucks	0	0	177,815	177,815	177,815
521	7070-519-6403	N/A	Light Vehicles - FletBedTruck #4219 (Parks) Replacement	0	0	59,585	59,585	59,585
521	7070-519-6405	N/A	Fire Apparatus (Lease Purchase)	0	0	1,278,000	1,278,000	1,278,000
			TOTAL NON-UTILITY DEPARTMENTS ONLY EXCLUDING BCRA	6,371,188	19,554,837	69,834,665	95,760,690	95,760,690
Bayfront Community Redevelopment Agency (BCRA)								
181	9110-541-6301	N/A	Bayfront Gateway Signage/Improvements	50,000	0	(50,000)	0	0
181	9110-541-6301	19CR01	Signage/Improvements	0	6,500	0	6,500	6,500
181	9110-541-6331	19CR01	Signage/Improvements	0	50,000	0	50,000	50,000
181	9110-559-6101	N/A	Property Acquisition	406,745	0	0	406,745	406,745
181	9110-559-6301	18CR03	Pelican Harbor Redevelopment	0	4,476	0	4,476	4,476
181	9110-559-6308	18CR06	Liberia Park (Phase 1)	0	19,602	0	19,602	19,602
181	9110-559-6332	N/A	Castaway Point Park Improvements	50,000	0	(50,000)	0	0
			TOTAL BAYFRONT COMMUNITY REDEVELOPMENT AGENCY (BCRA)	506,745	80,578	(100,000)	487,323	487,323
			COMBINED TOTAL UTILITY & NON-UTILITY & BCRA	14,311,185	30,851,010	92,541,303	137,703,498	137,703,498



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Laurence Bradley, AICP, Growth Management Director

DATE: 9/17/2020

RE: Ordinance 2020-63, amending the Code of Ordinances, Chapter 37, Growth Management Department, by removing references related to the Building Division, first reading.

In accordance with the City Code of Ordinances, Title III entitled Administration, Chapter 31: City Departments, and section 31.01 Authorized, Item G; the Manager may establish by ordinance other administrative departments. The Acting City Manager recommends the establishment of a Building Department as a stand-alone department. Currently, Building is a division of the Growth Management Department.

Chapter 37 of the Code of Ordinances includes section 37.03 which shows the divisions which make up the Growth Management Department. The proposed ordinance will remove Building Division from Growth Management. A separate corresponding ordinance is being proposed to make Building its own department.

REQUESTING DEPARTMENT:

Growth Management

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to approve the removal of the Building Division from the Growth Management Department in Chapter 37 of the Code of Ordinances.

ATTACHMENTS:

Description

Ordinance 2020-63

ORDINANCE 2020-63

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, CHAPTER 37, GROWTH MANAGEMENT DEPARTMENT, BY REMOVING REFERENCES RELATED TO THE BUILDING DIVISION; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title III, Administration, Chapter 37, Growth Management Department, Section 37.03, Departmental Divisions, is hereby amended and shall henceforth read as follows:

“Section 37.03 DEPARTMENTAL DIVISIONS.

* * *

~~(B) — Building Division.~~

~~(1) — Provides permitting, review, and inspection of construction to ensure compliance with building, electrical, mechanical, and plumbing codes. Staff members of the Division serve as liaison to the Building Board of Adjustment and Appeals Board.~~

(G >>B<<) Code Compliance Division.

(1) Effectively upholds the Palm Bay Code of Ordinances, while making every effort to bring about voluntary compliance of code violations. Staff members of the Division serve as liaison to the Code Enforcement Board.”

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

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

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

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

Read in title only at Meeting 2020-_____, held on _____, 2020; and read in title only and duly enacted at Meeting 2020-_____, held on _____, 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Valentino Perez, Building Director

DATE: 9/17/2020

RE: Ordinance 2020-64, amending the Code of Ordinances, by creating Chapter 40, to be titled "Building Department", first reading.

In accordance with the City Code of Ordinances, Title III entitled Administration, Chapter 31: City Departments, and section 31.01 Authorized, Item G; the manager may establish by ordinance other administrative departments. The Acting City Manager recommends the establishment The Building Department as Chapter 40.

The Building Department (BD) shall consist of a Director (Chief Building Official) who shall have supervision and control of the department, subject to the City Manager. The establishment of the department and reorganization of duties is designed to improve efficiencies and processes that incorporate a holistic approach to the needs of the City of Palm Bay.

Building Department provides permitting, review, and inspection of construction to ensure compliance with building, electrical, mechanical, and plumbing codes. Staff members of the department serve as liaison to the citizens of Palm Bay.

Future textual amendments to Chapter 31 City Departments, 170 of the Land Development Code, and Chapter 174.001 related to Flood Plain Management will be amended where this code language is applicable, upon approval of the ordinance to creating The Building Department.

REQUESTING DEPARTMENT:

City Manager's Office, Building Department

FISCAL IMPACT:

No Fiscal Impact.

RECOMMENDATION:

Motion to approve the establishment of the Building Department and creation of Chapter 40 of the Code of Ordinances.

ATTACHMENTS:

Description

Ordinance 2020-64

ORDINANCE 2020-64

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, BY CREATING CHAPTER 40, TO BE TITLED “BUILDING DEPARTMENT”; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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 Code of Ordinances, Title III, Administration, is hereby amended by creating Chapter 40, to be titled “Building Department”, which shall read as follows:

>>“CHAPTER 40: BUILDING DEPARTMENT

Section 40.01 AUTHORITY.

The provisions of this ordinance are based upon the authority granted to the City Council of the City of Palm Bay, Florida (the City), by the Florida Constitution, Florida Statutes, and the Charter of the City of Palm Bay, Florida.

Section 40.02 COMPOSITION.

The Building Department shall consist of a Director (Chief Building Official) who shall have supervision and control of the department, subject to the City Manager.

Section 40.03 DUTIES AND RESPONSIBILITIES.

The Building Department is responsible for the review and issuance of permits for new and existing buildings in accordance with the Florida Building Code to ensure construction meets the requirements of all state, city and fire prevention codes for the safety and welfare of the citizens.”<<

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

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

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

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

Read in title only at Meeting 2020- , held on , 2020; and read in title only and duly enacted at Meeting 2020- , held on , 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Frank Watanabe, Public Works Director, City Engineer

DATE: 9/17/2020

RE: Consideration of an agreement with Florida Department of Transportation for the Title VI Nondiscrimination Assurance.

Public Works is requesting the approval of the Florida Department of Transportation (FDOT) Agreement for the Title VI Nondiscrimination Assurance. As part of the FDOT State and Federal Grants which include the Safe Routes to School Infrastructure grants and the Malabar Road PD&E study, the 23 Code of Federal Regulations (CFR) Part 200 requires FDOT to conduct periodic reviews of cities, counties, planning agencies and other recipients of Federal-aid highway program funds to ensure they are complying with Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-Recipient Nondiscrimination Compliance Assessments Tool (SCAT) must be completed as a condition of Local Area Program (LAP) Certification for the local Agencies. Staff has completed the SCAT form for resubmittal with the FDOT Title VI Nondiscrimination Assurance agreement.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to approve FDOT Agreement for the Title VI Nondiscrimination Assurance.

ATTACHMENTS:

Description

Title VI Nondiscrimination Assurance

TITLE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the _____ assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The _____ further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Recipient's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this agreement in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Recipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Recipient.

Dated _____

by _____,
Chief Executive Officer

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

DATE: 9/17/2020

RE: Consideration of an interlocal agreement with Brevard County for automatic aid, E-911 dispatch services and facility use.

On August 25, 2020 the Board of County Commissioners approved the proposed Interlocal Agreement with the City of Palm Bay for Automatic Aid, E-911 Dispatch Services and Facility Use. The purpose of the agreement is to allow the County and City to share emergency resources, utilize closest unit response, the County to provide E911 dispatching services, the County to provide the City operational use space at one (1) of the County's fire stations and the City to provide the County operational use space at two (2) of the City's fire stations so as to better protect the lives and property of their citizens.

This agreement will be effective for an initial two (2) year period. Upon expiration the agreement would renew automatically for three (3) successive one (1) year periods, unless written notice is provided by either party 45 days prior.

REQUESTING DEPARTMENT:

City Manager's Office

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Motion to approve the Interlocal Agreement between Brevard County and the City of Palm Bay regarding Automatic Aid.

ATTACHMENTS:

Description

Interlocal Agreement with Brevard County



August 26, 2020

M E M O R A N D U M

TO: Chief Mark Schollmeyer, Fire Rescue Director Attn: Pam Barrett

RE: Item F.28., Approval of Interlocal Agreement with the City of Palm Bay for Automatic Aid, E-911 Dispatch Services and Facility Use

The Board of County Commissioners, in regular session on August 25, 2020, approved the Interlocal Agreement with the City of Palm Bay for Automatic Aid, E-911 dispatch services and facility use. Enclosed are two executed Agreements.

Upon execution by all parties and recordation, please return a fully-executed Agreement to this office for inclusion to the official record.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Kimberly Powell, Clerk to the Board

Encls. (2)

INTERLOCAL AGREEMENT WITH THE CITY OF PALM BAY REGARDING AUTOMATIC AID

THIS AGREEMENT (the "Agreement"), entered into this 1st day of October, 2020, by and between the following Parties: **Brevard County**, a political subdivision of the State of Florida (hereinafter referred to as the "**County**"), and the **City of Palm Bay**, a municipality incorporated under the laws of Florida (hereinafter referred to as the "**City**").

RECITALS:

WHEREAS, the City and County desire to enter into this Agreement for the purposes of allowing the County and the City to share emergency resources, utilize closest unit response, the County to provide E911 dispatching services, the County to provide the City operational use space at one (1) of the County's fire stations and the City to provide the County operational use space at two (2) of the City's fire stations so as to better protect the lives and property of their citizens; and

WHEREAS, the County and the City find that it is in their respective best interests, and that it is in the best interest of the public health, safety and welfare of their citizens, for the County and City to share emergency response resources; and

WHEREAS, this Agreement is authorized pursuant to §§ 125.01(1) (p) and 163.01, Florida Statutes, as an interlocal agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1. TERM:

This Agreement will commence and be effective upon its approval and execution by the elected governing bodies of both the County and the City and filing with the Clerk of the Circuit Court in and for Brevard County, Florida. This Agreement shall be effective for an initial two (2) year period. Following the expiration of the initial two (2) year term, this Agreement shall automatically renew for three (3) successive one (1) year periods, unless either Party provides the other Party with written notice of termination of this Agreement as provided in Section 2 below. All terms and conditions hereof shall remain in full force and effect during the initial term and any renewal periods unless this Agreement is amended as provided in Section 2 below.

SECTION 2. TERMINATION/AMENDMENT OF AGREEMENT:

- 2.1 This Agreement may be terminated by either Party upon written notice of termination to the other Party at least forty-five (45) days prior to the date of such termination.
- 2.2 Either party may request that this Agreement be revised. Such requests must be placed in writing and address the reason for the amendment as well as provide proposed amended language. In order to be deemed effective, the amendment must

be approved by the respective governing bodies of the County and the City, and filed with the Clerk of the Circuit Court in and for Brevard County, Florida.

SECTION 3. SERVICES PROVIDED:

Except to the extent provided herein, the County and the City agree that their respective fire rescue departments will provide primary emergency services within their own jurisdictions. As Palm Bay's ability to provide services expands, the Parties agree that the Fire Chiefs for each jurisdiction may mutually update sections 3.2, 3.3, and 3.4 in writing, signed by both Chiefs, to conform to operational realities.

- 3.1 **Statement of Reciprocity** – The City and the County agree to share both unique and common emergency response resources for the purpose of expeditious and effective emergency service delivery to City and County citizens alike. In that the services are provided by both the City and County in a mutually beneficial manner, there shall be no monetary payments to either the City or the County for services identified in this Agreement.
- 3.2 **E911 Dispatch Services** - The County agrees to provide twenty-four (24) hour, seven days a week, E911 fire and first responder dispatch services to the City. Services include receiving emergency calls through the Countywide E911 system, processing the call (EMD or EFD), alerting, radio communication, monitoring units during both emergency and non-emergency operations, providing access to the Brevard County Fire Rescue (BCFR) computer aided dispatch (CAD) system and providing appropriate annual statistics and reports as requested by the City. The City will provide to the BCFR Dispatch Center predetermined unit response assignments for the 1st, 2nd and 3rd alarm responses as well as all auto-aid agreements between other emergency service providers and the City. The City is responsible for any and all equipment and costs necessary to receive voice and data communications from the BCFR Dispatch Center.
- 3.3 **Fire Station Facility Usage** – The City agrees to provide the County operational use space at two (2) of the City's fire stations:

Station #1 located at 1201 Port Malabar Blvd. NE, Palm Bay, FL 32905

Station #2 located at 150 Malabar Road SE, Palm Bay, FL 32909

The County shall utilize the identified City fire station facilities to support the operations of a County staffed emergency response ambulance.

The County agrees to provide the City operational use space at Brevard County Fire Station 89 located at 2051 DeGroot Avenue SW, Palm Bay, FL 32908. The City shall utilize the identified County fire station facility to support the operations of a City staffed emergency response fire engine.

- (a) **Apparatus Space** – The City agrees to provide an apparatus stall space for an ambulance in the City fire stations identified herein above. The County agrees to provide an apparatus stall under a security lighted canopy with electrical outlets

for charging and maintaining equipment in the County fire station identified herein above.

- (b) Living Quarters - The City agrees to provide bunkrooms for County employees with a minimum of two (2) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room at each City fire station identified above. The County agrees to provide a bunkroom for City employees with a minimum of four (4) bunks for sleeping, office space, use of kitchen facilities, use of restrooms and use of day/training room at the County fire station identified herein above.
- (c) Maintenance – The County agrees to assist the City with any maintenance (including preventive) in equitable proportion to those areas utilized a majority of the time by the County in the City fire stations identified herein above. The City agrees to assist the County with any maintenance (including preventive) in equitable proportion to those areas utilized a majority of the time by the City in the County's fire station identified herein above.
- (d) Insurance, Costs, Independent Contractors, Liability – Sections 11, 12, and 13 of the Interlocal Agreement between the County and the City shall govern insurance, costs, the relationship and status of the County and the City and their employees, and their liability for the actions of their respective employees and agents.
- (e) Damage – The County agrees to repair, replace and/or reimburse the City for any and all damages caused to property and equipment owned by the City and resulting from the actions of County employees. The County shall cause such repair, replace and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the City. The City agrees to repair, replace and/or reimburse the County for any and all damages caused to property and equipment owned by the County and resulting from the actions of City employees. The City shall cause such repair, replace and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the County.
- (f) Supplies – The County agrees to provide consumable station supplies for use by County and City employees at the County fire station identified herein above. The City agrees to provide consumable station supplies for use by County and City employees at the City fire stations identified herein above. The County and City shall be responsible for their own medical supplies.

3.4 **Automatic Aid** - To provide the highest level of protection possible within the Response Area defined herein, the City and the County agree to provide Automatic Aid in a closest unit response mode for all emergency requests for service including, but not limited to, first responder medical calls, fire calls, and hazardous materials calls, the unincorporated area South of Micco Road, west of Babcock Street shall be automatic aid fire protection services only. "Automatic Aid" means and refers to the automatic

dispatch of, and response by, an emergency medical services unit and/or fire suppression units to an emergency within an identified service area without the initiation of a mutual aid request. Automatic Aid shall be based on a mutually agreed upon (City and County) predefined process that results in the immediate response of emergency personnel by the Responding Party to the scene of an emergency in the Receiving Party's jurisdiction on behalf of, or along with, the Receiving Party, without regard to municipal City or unincorporated County boundaries. The process shall be initiated through the BCFR Dispatch Center. "Receiving Party" shall mean and refer to the authority having jurisdiction of the subject emergency location within the Response Area that is receiving automatic aid pursuant to this Agreement. "Responding Party" shall mean and refer to the authority responding to the request for automatic aid pursuant to this Agreement.

- (a) Automatic Aid Response Area – The geographical area, in which the City and the County agree to provide closest unit response automatic aid, identified in Appendix A, incorporated herein by reference, which area shall be referred to as the Automated Aid Response Area (or the "Response Area") and shall consist of the identified City municipal areas and the County unincorporated areas.
- (b) Predefined Unit Response Assignments – The City and the County shall mutually agree on predefined unit response assignments for responding to emergency events within the Automatic Aid Response Area. Closest unit response will be the single most important consideration in the development of predefined unit response assignments. The term "closest unit" shall mean all closest units, including but not limited to, fire engine, pumper, ladder truck, tower, squad, battalion/supervisor unit, or other support vehicles, to the emergency at hand regardless of jurisdiction. Response by fire, rescue, and other support units will be the closest units of appropriate type to provide the response to the emergency incident, and will be dispatched in accordance with established fire and EMS protocols as mutually agreed upon by the fire chiefs of the County and the City, and as may be otherwise required by law. Communications procedures and protocols between the County and the City will be continually monitored and reviewed by the fire chiefs and dispatch center directors. Policy and/or operational procedures will be regularly updated in order to promote operational efficiencies.
- (c) Officer in Charge - It is further agreed that the first arriving unit will establish incident command and manage the incident in accordance with established procedures until the earlier of mitigation of the incident, or upon scene control being transferred to an officer having authority within the jurisdiction where the incident occurred. The first arriving command officer, whether County or City, will function as the incident commander. In the case where the first arriving command officer is not of the authority having jurisdiction for the area, incident command shall be transferred to the command officer of the authority having jurisdiction upon the arrival of such command officer. While providing automatic aid in the Response Area where an emergency exists, the Responding Party

personnel shall be subject to the orders and directions of the officer in charge of the operations.

- (d) Service Standard - The Responding Party and Receiving Party shall utilize National Fire Protection Standard 1500, as defined in Florida Statute Section 633.508, to ensure that the Incident Command System, the Personnel Accountability System and the 2 in/2 out standards are adhered to. Failure to comply with this service standard may be deemed to be a breach of this Agreement and cause for immediate termination, notwithstanding the notice provision set forth in Section 2.
- (e) Communication and Notification of Non-response - Should either the City or the County be unable to respond and provide automatic aid in response to an emergency call within the Response Area, the declining party shall immediately notify the appropriate Dispatch Center.
- (f) Release of Responding Party – The Responding Party will be released from an automatic aid request by the Receiving Party as soon as is appropriate either based upon operational considerations or when the Receiving Party has adequate resources on scene to mitigate the emergency, as determined by the officer in charge of the scene. The authority having jurisdiction will be responsible for conducting any fire investigation.
- (g) To meet obligations for Insurance Services Office (ISO) Section 507 subsection (4), there shall be an Inter-department Training component for units within proximity for auto-aid to ensure each Party (City or County) is able to attain performance values for each organizations ISO rating schedule. Both Parties shall encourage and schedule this training in advance through training division chief officers for units that have primary responsibilities to City or County areas.

SECTION 4. PAYMENT:

There shall be no payment to either the City or the County for services identified in this Agreement.

SECTION 5. ADDITIONAL EQUIPMENT:

There may be circumstances in which the County and City mutually agree to locate assets belonging to one Party in a station or stations belonging to the other Party for coverage purposes on a temporary basis. Subject to mutual agreement these units may be staffed by either agency to provide expeditious or efficient first responder and fire-rescue protection for the citizens of both Parties.

SECTION 6. NOTIFICATION:

Any required notice to be provided by either party to this Agreement, other than an emergency call and dispatch, shall be delivered to the other party's representative at the following locations:

Leslie Hoog, Fire Chief
Palm Bay Fire Rescue
899 Carlyle Avenue SE
Palm Bay, FL 32909

Mark Schollmeyer, BCFR Fire Chief/Director
Brevard County Fire Rescue
1040 S. Florida Avenue
Rockledge, FL 32955

With a copy to:

Suzanne Sherman,
Acting City Manager
City of Palm Bay
120 Malabar Road SE
Palm Bay, FL 32909

Frank Abbate,
County Manager
Brevard County Government Center
2725 Judge Fran Jamieson Way
Viera, FL 32940

Any notice sent under the provisions of this Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first class U.S. mail, or by nationally recognized overnight courier to the last known address of the City or the County with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either Party may unilaterally change the person to whom a mailing is to be sent or the address of said person by giving notice to the other party as provided for herein.

SECTION 7. AUDITING, RECORDS AND INSPECTION:

- 7.1 In the performance of this Agreement, the City shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 69I-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the City for a period of five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Section 401.30, Florida Statutes.
- 7.2 No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by the City in the United States or any other country.
- 7.3 The County and the City agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.

- 7.4 Upon a request for public records related to this Agreement, the County or the City, as the case may be, will inform promptly the other Party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or the City, as the case may be.

SECTION 8. JURISDICTION, VENUE AND CHOICE OF LAW:

All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by either Party against the other concerning this Agreement shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action, and any trial shall be nonjury.

SECTION 9. ATTORNEY'S FEES AND COSTS:

In the event of any litigation between the Parties arising out of this Agreement, each party will bear its own attorney's fees and costs.

SECTION 10. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Agreement. The remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

SECTION 11. INDEMNIFICATION/HOLD HARMLESS:

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the City shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused in whole or in part by the negligence of the City.

To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the County shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused, in whole or part, by the negligence of the County.

In agreeing to this provision, neither Party intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided by law. Nothing herein shall be construed as consent by the County or the City to be sued by third parties in any matter arising out of any contract. The Parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 12. INDEPENDENT CONTRACTORS:

The County and the City are each Independent Contractors of one another. It is specifically understood and agreed to by and between the Parties that a material provision in this Agreement is that the relationship between the County and the City is one in which each Party and its employees are independent contractors of the other Party, and not acting as agents, employees, joint venturers, or other partners and neither are entitled to any benefits of the other Party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

SECTION 13. LIABILITY FOR EMPLOYEES/AGENTS:

Each Party shall bear responsibility for any injury or loss caused by its agents, representatives, officials, employees or volunteers (hereinafter "agents") including when such agents are acting outside their jurisdiction. In no event shall either Party's liability for damages exceed the monetary limits, or the type of damages recoverable, under Section 768.28, Florida Statutes, as that section may be amended from time to time.

SECTION 14. ASSIGNMENTS:

Neither the City nor the County, their assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party.

SECTION 15. ENTIRE AGREEMENT:

This Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all Parties, except that the fire chiefs of the County and the City are authorized to mutually agree in writing to predefined unit response assignments as set forth in Section 3.3(b), and to mutually update sections 3.2, 3.3, and 3.4 in writing, signed by each Chief, to conform to operational realities.

SECTION 16. INTERPRETATION:

Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Agreement. Consequently, this Agreement shall not be more strictly or more harshly construed against either Party as the drafter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

(Signatures on the following page)

ATTEST:



Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

By: 

Bryan Andrew Lober, Chair

As approved by the Board on 8-25-2020

Reviewed for Legal Form and Content:



Christine M. Schverak,
Assistant County Attorney

ATTEST:

Terese Jones, City Clerk

CITY OF PALM BAY, FLORIDA

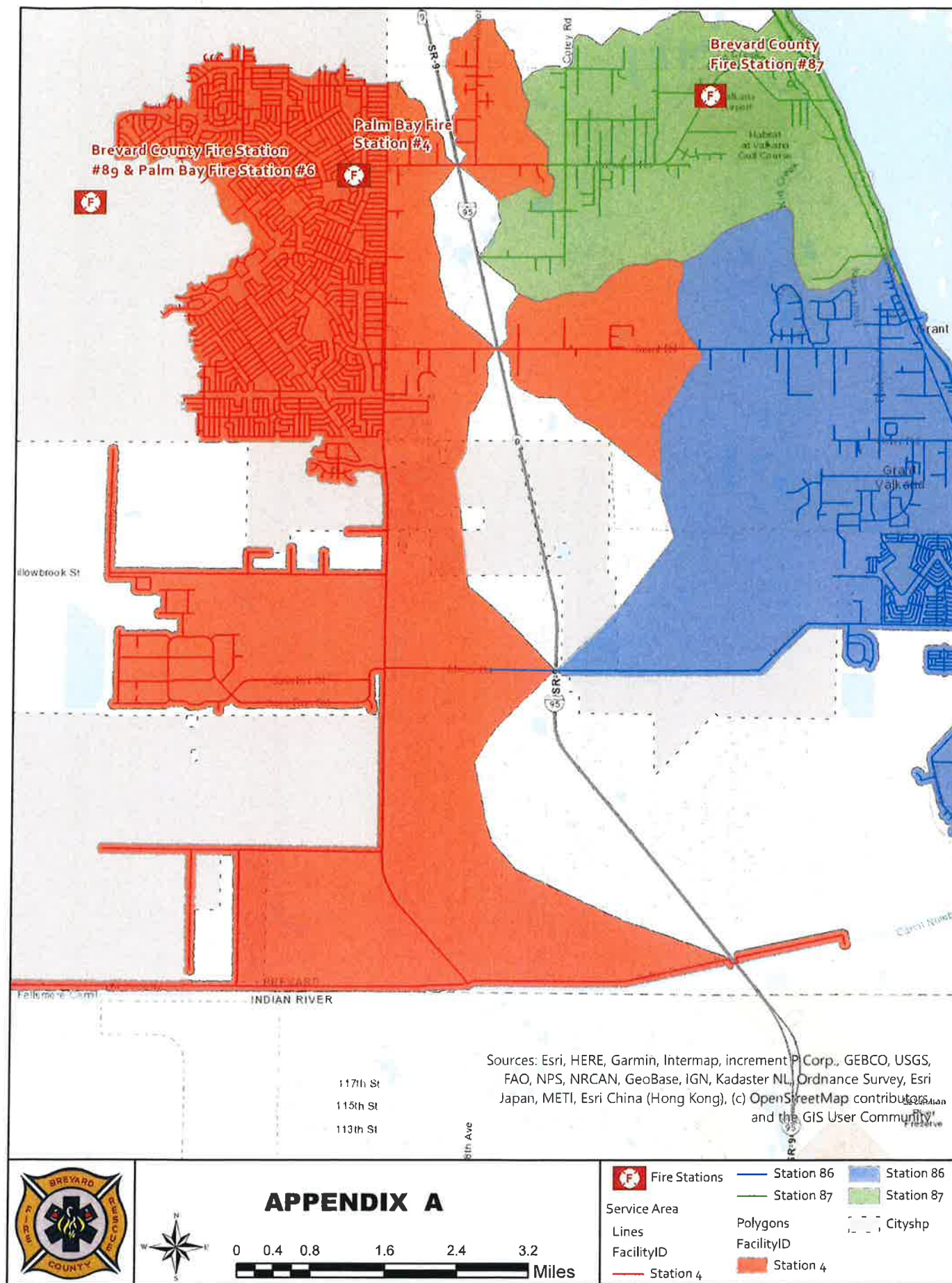
By: _____

Suzanne Sherman, Acting City Manager

Reviewed for Legal Form and Content:

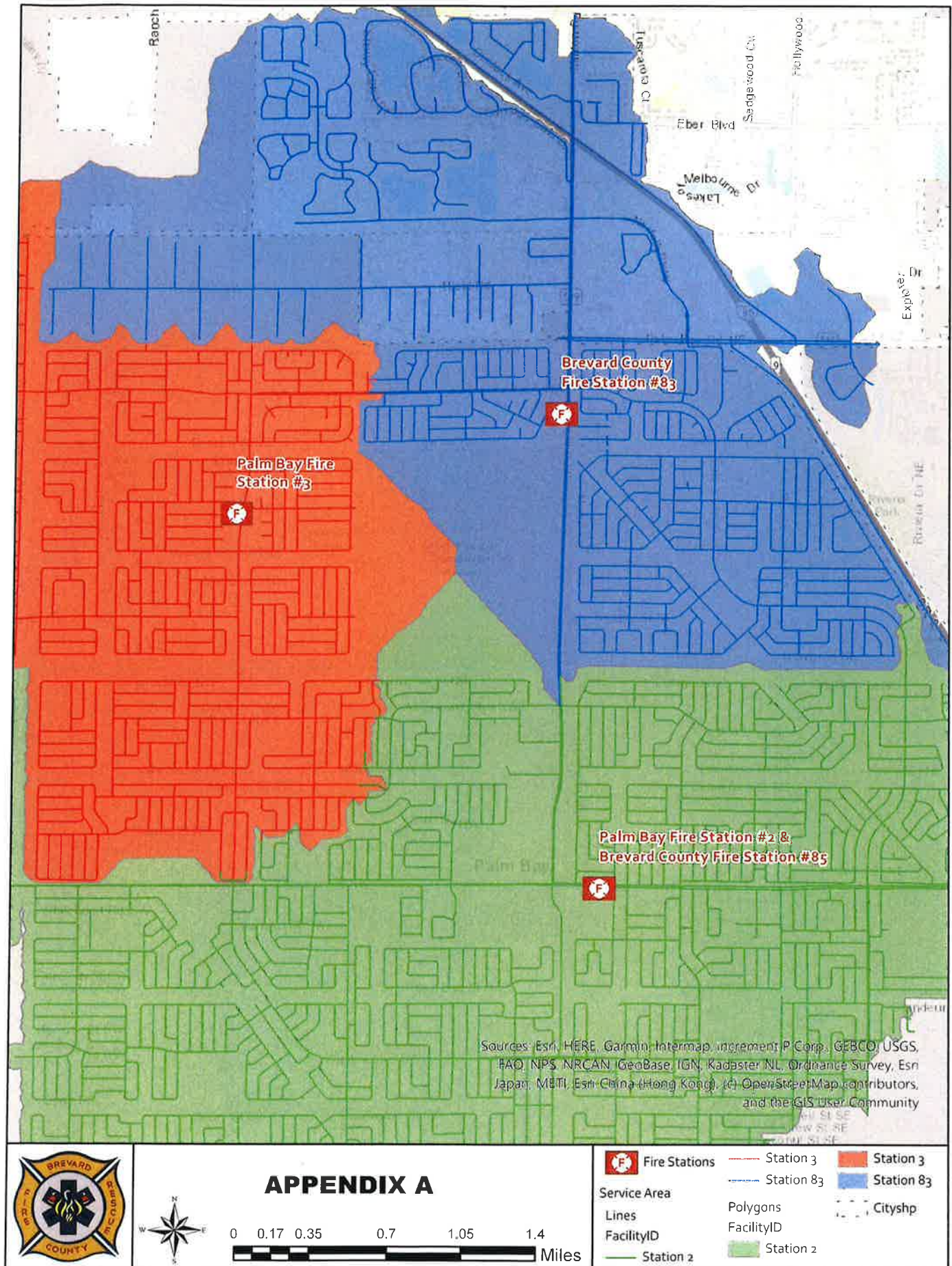
Patricia Smith, City Attorney

PALM BAY STATION 4 TO COUNTY AREA



Data Provided by Brevard County and Brevard County Fire Rescue.
Map produced by Brevard County Fire Rescue GIS. Prepared for Chief Voltaire
NAD 1983 StatePlane Florida East FIPS 0901 Feet
Map is the property of Brevard County Fire Rescue.

BCFR STATION 83 TO PALM BAY AREA



Data Provided by Brevard County and Brevard County Fire Rescue,
 Map produced by Brevard County Fire Rescue GIS, Prepared for Chief Voltaire
 NAD 1983 StatePlane Florida East FIPS 0901 Feet
 Map is the property of Brevard County Fire Rescue,



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Joan Junkala-Brown, Community & Economic Development

DATE: 9/17/2020

RE: Consideration of a technical revision to the State Housing Initiative Partnership (SHIP) Local Housing Assistance Plan (LHAP) for Fiscal Years 2017-2018, 2018-2019 and 2019-2020, to include amendments to the purchase assistance with rehabilitation, emergency repair and disaster assistance strategies.

Staff wishes to provide a technical revision to the State Housing Initiative Partnership (SHIP) Local Housing Assistance Plan (LHAP) for Fiscal Years (FY) 2017-2018, 2018-2019, and 2019-2020. The technical revision includes amendments to the Purchase Assistance with Rehabilitation, Emergency Repair and Disaster Assistance strategies.

The Purchase Assistance with Rehabilitation strategy currently requires a first-time home buyer to purchase a home requiring repairs eligible under the SHIP rehabilitation guidelines. Staff is requesting to amend the strategy to allow first-time home buyers the option to request purchase assistance with or without repair or rehabilitation. The maximum award for this strategy is \$30,000. Given the median price of homes sold in Palm Bay (\$179,600 according to Zillow), the median age of homes in Palm Bay (25 years), the maximum home sale price allowed under this strategy as well as the rising costs for construction, it is unlikely that many first-time homebuyers will be able to find a home in Palm Bay that qualifies for the program as it is currently written within the LHAP.

Staff has identified a discrepancy within the Emergency Repair strategy regarding the maximum award amount. The strategy currently states the max award as \$10,000 under Summary of Strategy and later states \$20,000 under Maximum Award. To correct this inconsistency, staff is recommending the maximum award be \$20,000 in order to address a range of emergency repairs.

Finally, staff has been advised by the Florida Housing Coalition to revise its Disaster Assistance strategy to include a local policy on what prompts a household to no longer become eligible for assistance following a disaster. The local policy states that once household income is restored to pre-disaster income and is sustained for two (2) months post disaster, the household is no longer eligible for funding assistance. This is to ensure that the household income is stable and able to sustain rent, mortgage and utilities.

The technical revision to the City's SHIP LHAP for 2017-2018, 2018-2019, and 2019-2020 will go

before the Community Development Advisory Board at a Special Meeting scheduled for September 15, 2020. The draft technical revisions have been reviewed and approved by the LHAP Review Committee of the Florida Housing Finance Corporation.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATION:

Motion to approve the technical revisions to SHIP Local Area Assistance Plan (LHAP) for Fiscal Years 2017-2018, 2018-2019, and 2019-2020.

ATTACHMENTS:

Description

Draft SHIP LHAP FY 2017-2020

City of Palm Bay



SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2017-2018, 2018-2019 and 2019-2020

Technical Revision approved on August 20, 2020

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D. Signed LHAP Certification	29
E. Signed, dated, witnessed or attested adopting resolution	31
F. Ordinance: (If changed from the original creating ordinance)	N/A
G. Interlocal Agreement	N/A

I. Program Details:

A. Name of the participating local government: City of Palm Bay

Is there an Interlocal Agreement: Yes _____ No X

B. Purpose of the program:

1. Meeting the housing needs of the very low, low and moderate income households of the City of Palm Bay;
2. Expanding production and preservation of affordable housing; and
3. Furthering the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2017-2018, 2018-2019 and 2019-2020

D. Governance:

The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership:

The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

The City of Palm Bay continues its partnership with the following agencies:

Community Housing Initiative, Inc.

F. Leveraging:

The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input:

Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations.

Public input was solicited through the Florida Today in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach:

The City, or its administrative representative, shall advertise the notice of funding availability in the Florida Today at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities:

A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan. Priorities for funding described/listed here apply to all strategies unless otherwise stated in the strategy:

The City of Palm Bay recognizes combat-wounded veterans as a local priority for assistance.

J. Discrimination:

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling:

Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits:

The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the Palm Bay-Melbourne-Titusville Statistical Area. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

☒ U.S. Treasury Department
☐ Local HFA Numbers

M. Income Limits, Rent Limits and Affordability:

The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program:

Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal:

In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget:

A line-item budget of proposed Administrative Expenditures is attached as Exhibit A.

The City of Palm Bay finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local

housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as **Exhibit E**.

Q. Program Administration:

Administration of the local housing assistance plan will be wholly performed and maintained by the City of Palm Bay.

Should a third party entity or consultant contract for all or part of the administrative or other functions of the program, the City of Palm Bay will provide, in detail, the duties, qualifications and selection criteria.

R. Project Delivery Costs:

Project delivery costs for the City’s Rehabilitation strategies will include initial inspections, work write-ups/cost estimates, and construction inspections.

S. Essential Service Personnel Definition:

Per F.A.C. Chapter 67-37.00(8) and 420.9075(3)(a) F.S., essential personnel are defined as persons whose income does not exceed 120% of AMI, as updated annually by the Florida Housing Finance Corporation and adjusted for family size, including: teachers and educators; other school district and university employees; police and fire personnel; health care personnel; construction industry personnel; Federal, State, County, and local government personnel; and retail and tourism industry personnel.

T. Describe efforts to incorporate Green Building and Energy Saving products and processes:

The City of Palm Bay will encourage green building requirements in its construction specifications for all new construction and rehabilitation projects to include, but not limited to, the following: Energy Star rated windows, appliances, hot water heater and ceiling fans. Low flow plumbing fixtures,

insulated exterior doors, increased insulation for walls and ceiling, higher efficiency HVAC units and programmable thermostats.

In building design for redevelopment activities, green building principles will be considered in addition to energy efficiency features. The City will encourage green design features such as native plant landscaping to conserve water; previous parking surfaces (where permitted); use of natural gas where available; orientation of buildings to reduce energy demand; and bicycle, pedestrian, and bus amenities to encourage alternatives to automobile transportation. The City will also encourage housing developers to reduce on-site impact on natural resources and preserve patriarch trees (36" diameter).

U. Describe efforts to meet the 20% Special Needs set-aside:

The City will continue to work with Aging Matter, Inc. and Helping Seniors of Brevard, Inc., both local elderly/disabled services agency to receive qualified referral of households containing an adult member with special needs and/or other disability for its Special Needs Rehabilitation Program.

V. Describe efforts to reduce homelessness:

The City of Palm Bay routinely works with and coordinates homeless efforts with the Brevard Homeless Coalition.

Section II. LHAP Strategies:

A.

<i>Purchase Assistance with Rehabilitation</i>		1
a.	Summary of Strategy: This strategy will award loans to assist homebuyers with the purchase of a home by providing down payment and/or closing cost assistance to ensure affordable first mortgage loan payments. The assistance will be for new and existing homes in Palm Bay and granted via a first ready to purchase-first ready served criteria. Participants are required to attend a First-Time Homebuyer Education class offered by a HUD-certified Housing Counseling Agency. All applicant requirements are contained within the City's Purchase Assistance Policy and Procedures handbook.	
b.	Fiscal Years Covered: 2017-2018, 2018-2019 and 2019-2020	
c.	Income Categories to be served: Very Low-, Low-, and Moderate	
d.	Maximum award: \$30,000.00	
e.	Terms: <ol style="list-style-type: none">1. Deferred loan secured by a subordinate mortgage.2. Interest Rate: 0%3. Term: 30 years. Recipient must own and occupy the property as their primary residence during the subordinate mortgage term.4. Forgiveness/Repayment: The City's Purchase Assistance mortgage has a principle reduction of one thirtieth (1/30th) per year. The pro-rated balance of the loan is due upon sale or transfer of the property or if cash is taken out within the thirty (30) year loan term.5. Default/Recapture: If the home is sold; default of the first mortgage occurs; subordination requirements are not met; title is transferred; if cash equity is taken out; death of all recipients on the mortgage; or the home ceases to be the primary residence of the recipient; the pro-rated balance at the time of default will become due and payable. All eligible loans repaid to the City shall be considered Program Income.	
f.	Recipient Selection Criteria: Applicants are selected on a first-qualified, first-served basis and must be	

certified as Very-Low, Low, or Moderate Income as a result of third-party verification of assets and income.

The homebuyer is required to obtain first mortgage financing from a mortgage lender and must complete a HUD-certified First-Time Homebuyers education course.

The applicant must be a first-time homebuyer, defined as a person who has not owned a home within the last three (3) years. Homeowners who have lost their home through bankruptcy or foreclosure within the previous three (3) years will not be eligible to receive SHIP Purchase Assistance. Exceptions will be made for applicants who are defined by HUD as: Single Parent; Displaced Homemaker; An applicant living in a substandard dwelling that costs more to rehabilitate than to build a new dwelling to bring the structure into compliance with local building and housing codes; or an applicant whose dwelling was destroyed as a result of a declared disaster.

g. Sponsor/Developer Selection Criteria:

If electing to permit a Sponsor/Developer to implement this Strategy, the City of Palm Bay will advertise for eligible sponsors that are interested in participating in the City's Purchase Assistance program.

The eligible sponsor will be chosen by a Request for Proposal (RFP) process. The successful respondent will have a proven record of administration of very low, low and moderate income housing rehabilitation programs. In addition, they will have successfully demonstrated capacity to handle the administrative process for the anticipated number of loans and will ensure that all SHIP criteria have been met for each assisted client. The ability to leverage other funding/in-kind services will be an advantage to the successful respondent.

The eligible sponsor/developer will be selected using criteria such as, but not limited to:

- Eligible sponsors/developers must be charitable non-for-profit organizations
- Eligible sponsors must have demonstrated the capacity and experience to administer the program.
- Eligible sponsors that hire personnel from the Welfare Transition Program, or that have personnel currently on staff that were hired from the Welfare Transition Program will be given priority over those sponsors that do not employ personnel from this program.

h. Additional Information:

Actual assistance will be based on need but shall not exceed \$30,000 for Very Low, Low and Moderate Income applicants.

All homes purchased by eligible applicants under this Strategy must provide documentation that rehabilitation/repairs were made to the home no more than twelve (12) months prior to purchase.

Construction/rehabilitation is not a requirement for this Strategy. This strategy does not provide additional funding for rehabilitation activities.

Maximum sales price for a new or existing home is \$262,317. Maximum subsidy represents the maximum to be used for down payment and closing cost expenses. Actual assistance may be adjusted based on need and may not exceed the posted maximum per income level.

Purchased home must be a single-family detached home, townhome, individual condominium unit, or manufactured home owned in fee-simple title. Only post-1994 manufactured homes that bear the Florida Department of Economic Opportunity (DEO) Insignia Seal will be eligible for assistance. Mobile homes not meeting this requirement are not eligible for SHIP assistance.

B.

<i>Owner Occupied Rehabilitation</i>	3
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a. Summary of Strategy:

This Strategy will award loans to assist homeowners with needed repairs as defined by Chapter 67-37, Florida Administrative Code. Rehabilitation is defined as repairs or improvements needed for safety and sanitary habitation, and/or correction of substantial code violations, such as:

- Necessary repairs to correct substantial code violations;
- Repairs or alterations that improve health, safety and well-being or that contribute to the structural integrity and preservation of the unit;
- Air conditioning, heating, or water heating systems;
- Egress or physically disabled accessibility repairs, improvements, or assistive devices, including wheelchair ramps, steps, landings, handrails, and other barrier removal modifications, or other healthy and safety measures;
- Plumbing, pump, wells, septic systems and line repairs to ensure safe drinking water and sanitary sewer;
- Electrical, roofing, and structural repairs needed to remove present hazardous conditions;
- Broken or inoperable windows, screens, exterior doors, or other

structural hazards rendering the dwelling unfit for habitation;

- Repair or replacement of unsafe or non-functioning appliances

b. Fiscal Years Covered:

2017-2018, 2018-2019 and 2019-2020

c. Income Categories to be served:

Very-Low, Low and Moderate.

d. Maximum award:

\$50,000

e. Terms:

1. Deferred loan secured by a subordinate mortgage. Subordinate mortgage may be only 2nd lien position behind an existing first mortgage (except where the homeowner has an existing Reverse Mortgage that maintains first and second lien position). Recipient must own and occupy the property as their principle residence during the mortgage term. All property taxes, hazard insurance premiums (and flood insurance, if required) and first mortgage payments must be current. Owner must have owned the home for at least one year before becoming eligible to apply for this assistance.
2. Interest Rate: 0%
3. Term: 10 years.
4. Forgiveness/Repayment: The City's Owner Occupied Rehabilitation Assistance mortgage has a principle reduction of one-tenth (1/10th) per year.

The pro-rated balance of the loan is due upon sale or transfer of the property or if cash equity is taken out within the ten (10) year loan term.

Recipients of Owner Occupied Rehabilitation Assistance must agree to return the pro-rated balance of SHIP assistance according to the following:

Upon death of the client during the mortgage term, the pro-rated mortgage balance shall become due in full, unless at the time of death a spouse or child is residing in the home. An eligible spouse or child residing in the home may have the option of assuming the existing mortgage upon determination of current income and asset

eligibility. Otherwise, the City will require repayment of the current pro-rated mortgage balance at the time the property is refinanced, sold or transferred. After 90 days, if no refinance, sale or transfer of the property occurs, the mortgage shall begin to accrue interest at 5% per annum. The lien will continue against the property until repayment plus interest is satisfied.

5. Default/Recapture: If the recipient defaults on the City's Owner-Occupied Rehabilitation Assistance loan within the 10-year loan term, the pro-rated balance at the time of default will become due and payable. All eligible loans repaid to the City shall be considered Program Income.

If the home is: sold; subordination requirements are not met; title is transferred; if cash equity is taken out; or the home ceases to be the primary residence of the recipient; the pro-rated amount of assistance must be repaid.

f. Recipient Selection Criteria:

Participants must meet and fulfill SHIP requirements in terms of income levels. Applicants will be accepted by the City and upon review, eligible participants will be selected for assistance based on a first qualified/first served criteria.

g. Sponsor/Developer Selection Criteria:

Implementation of this Strategy will be provided by the City of Palm Bay Housing and Neighborhood Development Services staff.

If electing to permit a Sponsor/Developer to implement this Strategy, the City of Palm Bay will advertise for eligible sponsors that are interested in participating in the City's Owner Occupied Rehabilitation program.

The eligible sponsor will be chosen by a Request for Proposal (RFP) process. The successful respondent will have a proven record of administration of very low, low and moderate income housing rehabilitation programs. In addition, they will have successfully demonstrated capacity to handle the administrative process for the anticipated number of loans and will ensure that all SHIP criteria have been met for each assisted client. The ability to leverage other funding/in-kind services will be an advantage to the successful respondent.

The eligible sponsor/developer will be selected using criteria such as, but not limited to:

- Eligible sponsors/developers must be charitable non-for-profit

organizations

- Eligible sponsors must have demonstrated the capacity and experience to administer the program.

Eligible sponsors that hire personnel from the Welfare Transition Program, or that have personnel currently on staff that were hired from the Welfare Transition Program will be given priority over those sponsors that do not employ personnel from this program.

h. Additional Information:

Assisted home must be a single-family detached home, townhome, individual condominium unit, or manufactured home owned in fee-simple title. Only post-1994 manufactured homes that bear the Florida Department of Economic Opportunity (DEO) Insignia Seal will be eligible for assistance. Mobile homes not meeting this requirement are not eligible for SHIP assistance.

C.

<i>Emergency Repair</i>	6
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a. Summary of Strategy:

SHIP funds will be used to provide assistance to owner-occupied households that have income at or below very-low income (VLI) to make emergency repairs.

b. Fiscal Years Covered:

2017-2018, 2018-2019 and 2019-2020

c. Income Categories to be served:

Very-Low Income

d. Maximum award:

\$20,000*

*The City Manager may approve exceeding this maximum, on a case-by-case basis, if conditions so warrant as recommended by the HANDS staff.

e. Terms:

1. Deferred loan secured by a subordinate mortgage.
2. Interest Rate: 0%
3. Term: 5 years. Recipient must own and occupy the property as their principle residence during the subordinate mortgage term.

4. Forgiveness/Repayment: The mortgage has a principle reduction of one-fifth (1/5th) per year. The pro-rated balance of the loan is due upon sale or transfer of the property or if cash equity is taken out within the five (5) year loan term.
5. Default/Recapture: If the home is sold; default of the first mortgage occurs; subordination requirements are not met; title is transferred; if cash equity is taken out; death of all recipients on the mortgage; or the home ceases to be the primary residence of the recipient; the pro-rated balance at the time of default will become due and payable. All eligible loans repaid to the City shall be considered Program Income.

f. Recipient Selection Criteria:

Participants must meet and fulfill SHIP requirements in terms of income level. Applicants will be accepted by the City and upon review, eligible participants will be selected for assistance based upon a first qualified/ first served criteria.

g. Sponsor/Developer Selection Criteria:

Implementation of this Strategy will be provided by the City of Palm Bay Housing and Neighborhood Development Services staff.

If electing to permit a Sponsor/Developer to implement this Strategy, the City of Palm Bay will advertise for eligible sponsors that are interested in participating in the City's Emergency Assistance program.

The eligible sponsor will be chosen by a Request for Proposal (RFP) process. The successful respondent will have a proven record of administration of very low, low and moderate income housing rehabilitation programs. In addition, they will have successfully demonstrated capacity to handle the administrative process for the anticipated number of loans and will ensure that all SHIP criteria have been met for each assisted client. The ability to leverage other funding/in-kind services will be an advantage to the successful respondent.

The eligible sponsor/developer will be selected using criteria such as, but not limited to:

- Eligible sponsors/developers must be charitable non-for-profit organizations
- Eligible sponsors must have demonstrated the capacity and experience to administer the program.

Eligible sponsors that hire personnel from the Welfare Transition Program, or that have personnel currently on staff that were hired from the Welfare Transition Program will be given priority over those sponsors that do not employ personnel from this program.

h. Additional Information:

Assisted home must be a single-family detached home, townhome, individual condominium unit, or manufactured home owned in fee-simple title. Only post-1994 manufactured homes that bear the Florida Department of Economic Opportunity (DEO) Insignia Seal will be eligible for assistance. Mobile homes not meeting this requirement are not eligible for SHIP assistance.

D.

<i>Special Needs Rehabilitation</i>	<i>11</i>
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a. Summary of Strategy:

Palm Bay will address the repair needs of owner-occupied households with special needs (as defined in Florida Statute 420.907-9079), particularly developmental disabilities. Those needing to make modifications, including technological enhancements and devices, which will allow the household member with Special Needs to remain independent in their own home will be given priority.

b. Fiscal Years Covered:

2017-2018, 2018-2019 and 2019-2020

c. Income Categories to be served:

Very-Low, Low and Moderate.

d. Maximum award:

\$20,000

e. Terms:

1. Deferred loan secured by a lien against the property.
2. Interest Rate: 0%
3. Term: 5years
4. Forgiveness/Repayment: forgiven at 20% per year
5. Default/Recapture:
Recipients of this Strategy must agree to repay the City according to the following:

- In the event of foreclosure
- Death of the recipient (whether homeowner or household member)
- Rental of the property prior to the 5-year loan term expiration
- Sale of the property prior to the 5-year loan term expiration

If the recipient defaults for any of the above reasons within the 5-year loan term, the pro-rated balance at the time of default will become due and payable. All eligible loans repaid to the City shall be considered Program Income.

f. Recipient Selection Criteria:

Participants must meet and fulfill all SHIP requirements in terms of income levels. Applicants will be accepted by the City and upon review eligible participants will be selected for assistance based on a first-ready, first-served criteria. Assistance will be distributed to those who apply, meet SHIP requirements, and are ready to proceed when funds are available.

g. Sponsor/Developer Selection Criteria:

Implementation of this Strategy will be provided by City of Palm Bay Housing and Neighborhood Development Services staff.

If electing to permit a Sponsor/Developer to implement this Strategy, the City of Palm Bay will advertise for eligible sponsors that are interested in participating in the City's Owner Occupied Rehabilitation program.

The eligible sponsor will be chosen by a Request for Proposal (RFP) process. The successful respondent will have a proven record of administration of very low, low and moderate income housing rehabilitation programs. In addition, they will have successfully demonstrated capacity to handle the administrative process for the anticipated number of loans and will ensure that all SHIP criteria have been met for each assisted client. The ability to leverage other funding/in-kind services will be an advantage to the successful respondent.

The eligible sponsor/developer will be selected using criteria such as, but not limited to:

- Eligible sponsors/developers must be charitable non-for-profit organizations
- Eligible sponsors must have demonstrated the capacity and experience to administer the program.

Eligible sponsors that hire personnel from the Welfare Transition Program, or that have personnel currently on staff that were hired from the Welfare Transition Program will be given priority over those sponsors that do not

employ personnel from this program.

h. Additional Information:

Assisted home must be a single-family detached home, townhome, individual condominium unit, or manufactured home owned in fee-simple title. Only post-1994 manufactured homes that bear the Florida Department of Economic Opportunity (DEO) Insignia Seal will be eligible for assistance. Mobile homes not meeting this requirement are not eligible for SHIP assistance.

E.

<i>Utility Hook Up Assistance</i>	3
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a. Summary of Strategy:

This Strategy provides loans to Extremely Low, Very Low, Low, and Moderate Income homeowners to assist with connection to water and/or sewer systems. The funds may be used for construction costs necessary to connect to the systems, pay the connection fees and to abandon the private well and septic system.

b. Fiscal Years Covered:

2017-2018, 2018-2019 and 2019-2020

c. Income Categories to be served:

Extremely Low, Very Low, Low and Moderate.

d. Maximum award:

\$15,000

e. Terms:

1. Deferred loan secured by a subordinate mortgage. Subordinate mortgage may be only 2nd lien position behind an existing first mortgage (except where the homeowner has an existing Reverse Mortgage that maintains first and second lien position). Recipient must own and occupy the property as their primary residence during the mortgage term. All property taxes, hazard insurance premiums (and flood insurance, if required) and first mortgage payments must be current. Owner must have owned the home for at least one year before becoming eligible to apply for this assistance.
2. Interest Rate: 0%
3. Term: 5 years.

4. **Forgiveness/Repayment:** The City's Utility Hook Up Assistance mortgage has a principle reduction of one-fifth (1/5th) per year.

The pro-rated balance of the loan is due upon sale or transfer of the property or if cash equity is taken out within the five (5) year loan term.

Recipients must agree to return the pro-rated balance of SHIP assistance according to the following:

Upon death of the client during the mortgage term, the pro-rated balance shall become due in full, unless at the time of death a spouse or child is residing in the home. An eligible spouse or child residing in the home may have the option of assuming the existing mortgage upon determination of current income and asset eligibility. Otherwise, the City will require repayment of the current pro-rated mortgage balance at the time the property is refinanced, sold or transferred. After 90 days, if no refinance, sale or transfer of the property occurs, the mortgage shall begin to accrue interest at 5% per annum. The lien will continue against the property until repayment plus interest is satisfied.

5. **Default/Recapture:** If the recipient defaults on the City's loan within the 5-year loan term, the pro-rated balance at the time of default will become due and payable. All eligible loans repaid to the City shall be considered Program Income.

If the home is: sold; subordination requirements are not met; title is transferred; if cash equity is taken out; or the home ceases to be the primary residence of the recipient; the pro-rated amount of assistance must be repaid.

f. Recipient Selection Criteria:

Participants must meet and fulfill SHIP requirements in terms of income levels. Applicants will be accepted by the City and upon review, eligible participants will be selected for assistance based on a first qualified/first served criteria.

g. Sponsor/Developer Selection Criteria:

Implementation of this Strategy will be provided by City of Palm Bay Housing and Neighborhood Development Services staff.

h. Additional Information:

Assisted home must be a single-family detached home, townhome,

individual condominium unit, or manufactured home owned in fee-simple title. Only post-1994 manufactured homes that bear the Florida Department of Economic Opportunity (DEO) Insignia Seal will be eligible for assistance. Mobile homes not meeting this requirement are not eligible for SHIP assistance.

F.

<i>Disaster Assistance</i>	<i>5, 16</i>
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a. Summary of Strategy:

The Disaster Assistance strategy provides funds to households following a disaster or emergency declared by the President of the United States or Governor of the State of Florida. SHIP disaster funds may be used for items such as, but not limited to:

- i. purchase of emergency supplies for eligible households to weatherproof damaged homes;
- ii. interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
- iii. construction of wells or repair of existing wells where public water is not available;
- iv. payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
- v. security deposit for eligible recipients that have been displaced from their homes due to disaster;
- vi. rental and utility assistance for eligible applicants.
- vii. mortgage and utility payment assistance for eligible applicants;
- viii. other eligible activities as proposed to and approved by Florida Housing Finance Corporation;
- ix. strategies included in the approved LHAP that benefit applicants directly affected under the Governor's Executive Order.

b. Fiscal Years Covered:

2017-2018, 2018-2019 and 2019-2020

c. Income Categories to be served:

Very-Low, Low and Moderate.

d. Maximum award:

\$15,000

e. Terms:

1. All SHIP funds awarded under this Strategy are provided to eligible

households in the form of a grant and are not subject to recapture. All applicants receiving assistance under this strategy must have income-certification reviewed every 120-days to confirm continued eligibility.

2. Interest Rate: N/A
3. Term: N/A
4. Forgiveness/Repayment: N/A
5. Default/Recapture: N/A

f. Recipient Selection Criteria:

Applicants must rent, or own and occupy the assisted property as their principle residence. Homeowners may not own additional homes. Applicants must be income eligible and will be served on a first-qualified, first-served basis while funds remain available. The property must be located within city limits of Palm Bay. Applicants must provide evidence of on-time rent or mortgage and utility payments prior to declared disaster, to include property taxes and rent or homeowners insurance are current.

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information:

All rent, mortgage and utility assistance shall be paid directly to landlord, lender, or utility provider upon receipt and review of monthly bill. Applicants may receive assistance for two (2) additional months after the combined household income returns to pre-disaster income.

G.

<i>New Construction - Rental</i>	21
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a. Summary of Strategy:

This Strategy is designed to provide assistance to eligible sponsor organizations for the production of affordable rental housing. This Strategy will provide for partnering with for-profit affordable housing developers and non-profit sponsor agencies for the construction/rehabilitation of rental units to serve income qualified residents within the City. The units assisted in this Strategy will comply with all resale provisions and applicable monitoring requirements including those set forth in Section 420.9075(3)€ and (4)(f) F.S.

b. Fiscal Years Covered:

2017-2018, 2018-2019 and 2019-2020

- c. **Income Categories to be served:**
Very-Low and Low.
- d. **Maximum award:**
\$25,000/unit
- e. **Terms:**
 - 1. Deferred loan secured by a mortgage and note.
 - 2. Interest Rate: 0%
 - 3. Term: 15 years
 - 4. Forgiveness/Repayment: The deferred loan requires no monthly payment and is forgiven as long as default/recapture provisions are not triggered.
 - 5. Default/Recapture: The mortgage will be recaptured upon any of the following events occurring prior to the 15-year term. If the property is transferred before the fifteen-year affordability period, the sponsor agency must return the funds to the City. If the new buyer is eligible for the program, the mortgage may be assumed as long as all other SHIP requirements are met. All SHIP assisted rental properties offered for sale prior to 15 years or the term of assistance, whichever is longer, must be subject to the right of first refusal for purchase at the current market value less the amount of the SHIP subsidy, by eligible nonprofit sponsor organization who would provide continued occupancy by eligible persons. An annual report of tenants and income certification is required for the 15 year period.
- f. **Recipient Selection Criteria:**
Recipients under this Strategy will be served on a first qualified, first served basis.
- g. **Sponsor/Developer Selection Criteria:**
All sponsors assisting the City with implementing this Plan will be selected through a publicly advertised competitive application process. This process involves a thirty (30) day public notification of the availability of funding, a written application delineating program requirements, a request for proposal (RFP), an open and objective evaluation process and a formal award through a written contract. Sponsor selection outside of the advertised competitive application may be encumbered by the local government at their discretion when funding is being requested as a match for Florida Housing Finance Corporation or Federal competitive cycles.

Eligible sponsors will at a minimum, meet the following criteria.

- Eligible sponsors will be a non-profit, community based organization, having obtained official designation as 501(c)(3) and in operation for more than 12 months or a for profit corporation organized and established under the laws of the State of Florida.
- Eligible sponsors will have an established record of construction and/or rehabilitation of affordable housing.
- Eligible sponsors will be required to provide substantial evidence of its ability to construct or otherwise deliver a completed project within a reasonable timetable.
- Preference will be given to non-profit and for-profit organizations, which hire personnel from Welfare Transition, Workforce Development Initiatives and other employment assistance programs.
- The non-profit or for-profit corporation must have financial accountability standards that permit the City of Palm Bay Housing and Neighborhood Development Services Division to account for and audit SHIP funds.

h. Additional Information:

All assisted units must be rented at affordable rates (i.e. rents will not exceed those limits adjusted for number of bedrooms published by HUD and distributed by the Florida Housing Finance Corporation) to qualified applicants for a period of fifteen (15) years.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: Expedited Permitting

Established policy and procedures: Chapter 169 of the City of Palm Bay's Code of Ordinances adopted Ordinance 2010-86 providing for expedited permitting and expedited site plan review for affordable housing projects.

The City of Palm Bay clearly identifies affordable housing projects through coordination of the builder/developer and the HANDS Division. A letter is issued from the HANDS Division to the City's Building Division, which identifies the project as affordable and specifically requests expedited processing and issuance of building permits. The Building Division has pledge that all permit applications that are identified in this manner will receive expedited processing and issuance.

B. Name of the Strategy: **Ongoing Review Process**

Established policy and procedures: The City of Palm Bay's Community Development Advisory Board acts in the capacity of a local affordable housing task force that meets as needed to discuss updates on current SHIP Strategies and issues which may affect affordable housing. In addition, this Board also reviews policies, ordinances, regulations, and plan revisions, prior to adoption, that could impact continued production of housing, and more particularly, affordable housing.

C. Name of the Strategy: **Locally Owned Public Land Inventory**

Established policy and procedures: City of Palm Bay Ordinance 2008-39 stipulates that the City of Palm Bay will create and maintain a printed inventory of locally owned public land suitable for affordable housing development. This inventory is updated at least annually.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan. **Exhibit A**
- B. Timeline for Estimated Encumbrance and Expenditure. **Exhibit B**
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan. **Exhibit C**
- D. Signed LHAP Certification. **Exhibit D**
- E. Signed, dated, witnessed or attested adopting resolution. **Exhibit E**
- F. Ordinance: (If changed from the original creating ordinance). **N/A. No changes to Original Ordinance.**
- G. Interlocal Agreement. **N/A. No Interlocal Agreement**
- H. Other Documents Incorporated by Reference. **N/A**

Exhibit A
Administrative Budget

City of Palm Bay

Fiscal Year: 2017-2018			0.10
Estimated Allocation for			
Calculating:	\$	509,625.00	
Salaries and Benefits	\$	38,000.00	
Office Supplies and Equipment	\$	150.00	
Travel Per diem Workshops, etc.	\$	500.00	
Advertising	\$	100.00	
Other* Professional Services	\$	12,212.00	
Total	\$	50,962.00	
Fiscal Year: 2018-2019			0.10
Estimated Allocation for			
Calculating:	\$	509,625.00	
Salaries and Benefits	\$	38,950.00	
Office Supplies and Equipment	\$	150.00	
Travel Per diem Workshops, etc.	\$	400.00	
Advertising	\$	100.00	
Other* Professional Services	\$	11,362.00	
Total	\$	50,962.00	
Fiscal Year 2019-2020			0.10
Estimated Allocation for			
Calculating:	\$	509,625.00	
Salaries and Benefits	\$	42,000.00	
Office Supplies and Equipment	\$	150.00	
Travel Per diem Workshops, etc.	\$	400.00	
Advertising	\$	100.00	
Other* Professional Services	\$	8,312.00	
Total	\$	50,962.00	

Details: Professional Services may include hiring of contract consultants and experts to assist the City of Palm Bay in certain aspects of compliant SHIP administration. If unexpended, this amount will be reprogrammed for use in the City's existing SHIP Strategies.

Exhibit B
Timeline for SHIP Expenditures

The **CITY OF PALM BAY** affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	1st Year AR	2nd Year AR	Closeout AR
2017-2018	6/30/2019	6/30/2020	9/15/2018	9/15/2019	9/15/2020
2018-2019	6/30/2020	6/30/2021	9/15/2019	9/15/2020	9/15/2021
2019-2020	6/30/2021	6/30/2022	9/15/2020	9/15/2021	9/15/2022

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1st Year AR Not Submitted	2nd Year AR Not Submitted	Closeout AR Not Submitted
2017-2018	3/30/2019	3/30/2020	6/15/2018	6/15/2019	6/15/2020
2018-2019	3/30/2020	3/30/2021	6/15/2019	6/15/2020	6/15/2021
2019-2020	3/30/2021	3/30/2022	6/15/2020	6/15/2021	6/15/2022

Exhibit C – Housing Delivery Goals by Fiscal Year

FLORIDA HOUSING FINANCE CORPORATION										LHAP Exhibit C 2017	
HOUSING DELIVERY GOALS CHART										Please check applicable box	
2017-2018										New Plan: <input checked="" type="checkbox"/>	
Name of Local Government:										Amendment:	
City of Palm Bay										Fiscal Yr. Closeout:	
Allocation:										\$509,625.00	

Strategy #	From Plan Text	Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
										New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
A	1		Purchase Assistance w/Rehab	0	\$30,000	2	\$30,000	0	\$30,000		\$58,663.00		\$58,663.00	11.51%	2
B	3		Owner Occupied Rehabilitation	1	\$50,000	2	\$50,000	0	\$50,000		\$122,000.00		\$122,000.00	23.94%	3
C	6		Emergency Repair	2	\$20,000	2	\$20,000	0	\$20,000		\$75,000.00		\$75,000.00	14.72%	4
D	11		Special Needs Rehabilitation	3	\$20,000	3	\$20,000	1	\$20,000		\$128,000.00		\$128,000.00	25.12%	7
E	3		Utility Hook Up Assistance	2	\$15,000	2	\$15,000	0	\$15,000		\$50,000.00		\$50,000.00	9.81%	4
F	5		Disaster Recovery/Relief	0	\$15,000	0	\$15,000	0	\$15,000				\$0.00	0.00%	0
													\$0.00	0.00%	0
													\$0.00	0.00%	0
			Subtotal 1 (Home Ownership)	8		11		1		\$0.00	\$433,663.00	\$0.00	\$433,663.00	85.09%	20

			RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
										New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
G	21		New Construction - Rental	25	\$25,000					\$25,000.00			\$25,000.00	4.91%	25
													\$0.00	0.00%	0
													\$0.00	0.00%	0
													\$0.00	0.00%	0
													\$0.00	0.00%	0
			Subtotal 2 (Non-Home Ownership)	25		0		0		\$25,000.00	\$0.00	\$0.00	\$25,000.00	4.91%	25
			Administration Fees										\$50,962.00	10.00%	
			Admin. From Program Income											0.00%	
			Home Ownership Counseling											0.00%	
			GRAND TOTAL	33		11		1		\$25,000.00	\$433,663.00	\$0.00	\$509,625.00	100.00%	45
			Add Subtotals 1 & 2, plus all Admin. & HO												
			Percentage Construction/Rehab	Calculate									90%		
			Maximum Allowable Purchase Price:							New	\$262,317	Existing	\$262,317		

Allocation Breakdown			Amount	%	Projected Program Income:	\$0.00	Max Amount Program Income For Admin:	\$0.00
Very-Low Income			\$205,000.00	40.2%	Projected Recaptured Funds:	\$0.00		
Low Income			\$245,663.00	48.2%	Distribution:	\$509,625.00		
Moderate Income			\$8,000.00	1.6%	Total Available Funds:	\$509,625.00		
TOTAL			\$458,663.00	90.0%				

FLORIDA HOUSING FINANCE CORPORATION											LHAP Exhibit C 2018		
HOUSING DELIVERY GOALS CHART											Please check applicable box		
2018-2019											New Plan:		X
											Amendment:		
Name of Local Government: City of Palm Bay											Estimated Funds:		\$509,625.00
								A	B	C	D	E	F
	HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
Code	STRATEGIES (strategy title must be same as the title used in plan text.)	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
1	Purchase Assistance w/Rehab	0	\$30,000	2	\$30,000	0	\$30,000		\$58,663.00		\$58,663.00	11.51%	2
3	Owner Occupied Rehabilitation	1	\$50,000	2	\$50,000	0	\$50,000		\$122,000.00		\$122,000.00	23.94%	3
6	Emergency Repair	2	\$20,000	2	\$20,000	0	\$20,000		\$75,000.00		\$75,000.00	14.72%	4
10	Special Needs Rehabilitation	3	\$20,000	3	\$20,000	1	\$20,000		\$128,000.00		\$128,000.00	25.12%	7
3	Utility Hook Up Assistance	2	\$15,000	2	\$15,000	0	\$15,000		\$50,000.00		\$50,000.00	9.81%	4
5	Disaster Repair/Mitigation	0	\$15,000	0	\$15,000	0	\$15,000				\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	8		11		1		\$0.00	\$433,663.00	\$0.00	\$433,663.00	85.09%	20
	RENTAL	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without Construction	Total	Total	Total
	STRATEGIES	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	SHIP Dollars	SHIP Dollars	Percentage	Units
21	New Construction - Rental	25	\$25,000					\$25,000.00			\$25,000.00	4.91%	25
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownership)	25		0		0		\$25,000.00	\$0.00	\$0.00	\$25,000.00	4.91%	25
	Administration Fees										\$50,962.00	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Admin. & H	33		11		1		\$25,000.00	\$433,663.00	\$0.00	\$509,625.00	100.00%	45
	Percentage Construction/Rehab	Calculate									90%		
	Maximum Allowable												
	Purchase Price:							New	\$262,317	Existing	\$262,317		
	Allocation Breakdown	Amount		%				Projected Program Income:	\$0.00	Max Amount Program Income For Admin	\$0.00		
	Very-Low Income	\$205,000.00		40.2%				Projected Recaptured Funds:	\$0.00				
	Low Income	\$245,663.00		48.2%				Distribution:	\$509,625.00				
	Moderate Income	\$8,000.00		1.6%				Total Available Funds:	\$509,625.00				
	TOTAL	\$458,663.00		90.0%									

FLORIDA HOUSING FINANCE CORPORATION HOUSING DELIVERY GOALS CHART 2019-2020										LHAP Exhibit C 2019 Please check			
Name of Local Government: <u>City of Palm Bay</u>										Estimated Funds: <u>\$509,625.00</u>		New Plan: <input checked="" type="checkbox"/> X Amendment: <input type="checkbox"/> Fiscal Yr. Closeout: <input type="checkbox"/>	
	HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	A	B	C	D	E	F
Code	STRATEGIES (strategy title must be same as the title used in plan text.)	Units	Award	Units	Award	Units	Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
1	Purchase Assistance w/Rehab	0	\$30,000	2	\$30,000	0	\$30,000		\$56,663.00		\$56,663.00	11.12%	2
3	Owner Occupied Rehabilitation	1	\$50,000	2	\$50,000	0	\$50,000		\$122,000.00		\$122,000.00	23.94%	3
6	Emergency Repair	2	\$20,000	2	\$20,000	0	\$20,000		\$75,000.00		\$75,000.00	14.72%	4
10	Special Needs Rehabilitation	3	\$20,000	3	\$20,000	1	\$20,000		\$128,000.00		\$128,000.00	25.12%	7
3	Utility Hook Up Assistance	2	\$15,000	2	\$15,000	0	\$15,000		\$50,000.00		\$50,000.00	9.81%	4
5	Disaster Repair/Mitigation	0	\$15,000	0	\$15,000	0	\$15,000				\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	8		11		1		\$0.00	\$431,663.00	\$0.00	\$431,663.00	84.70%	20
	RENTAL	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	New Construction	Rehab/Repair	Without	Total	Total	Total
	STRATEGIES	Units	Award	Units	Award	Units	Award	SHIP Dollars	SHIP Dollars	Construction SHIP Dollars	SHIP Dollars	Percentage	Units
21	New Construction - Rental	25	\$25,000					\$25,000.00			\$25,000.00	4.91%	25
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownership)	25		0		0		\$25,000.00	\$0.00	\$0.00	\$25,000.00	4.91%	25
	Administration Fees										\$509,625.00	100.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Admin. & h	33		11		1		\$25,000.00	\$431,663.00	\$0.00	\$966,288.00	189.61%	45
	Percentage Construction/Rehab	Calculate									90%		
	Maximum Allowable												
	Purchase Price:							New	\$262,317	Existing	\$262,317		
	Allocation Breakdown	Amount		%				Projected Program Income: <u>\$0.00</u> Max Amount Program Income For Admin <u>\$0.00</u> Projected Recaptured Funds: <u>\$0.00</u> Distribution: <u>\$509,625.00</u> Total Available Funds: <u>\$509,625.00</u>					
	Very-Low Income	\$195,000.00		38.3%									
	Low Income	\$255,663.00		50.2%									
	Moderate Income	\$8,000.00		1.6%									
	TOTAL	\$458,663.00		90.0%									

Exhibit D

CERTIFICATION TO FLORIDA HOUSING FINANCE CORPORATION

Local Government: CITY OF PALM BAY

- (1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.
- (3) A process for selection of recipients for funds has been developed.
- (4) The eligible municipality or county has developed a qualification system for applications for awards.
- (5) Recipients of funds will be required to contractually commit to program guidelines.
- (6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.
- (7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.
- (9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation within 21 days after adoption.
- (10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.
- (11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be

forwarded to the Corporation as soon as available.

- (13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.
- (14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.
- (15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.
- (17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)
- (18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.
- (19) The provisions of Chapter 83-220, Laws of Florida ____ *has* or *X* *has not* been implemented.

Witness



Chief Elected Official or designee

Witness

William Capote, Mayor
Type Name and Title

Date

OR

Attest:
(Seal)

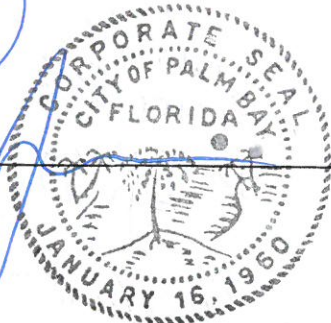


Exhibit E

RESOLUTION NO. 2017-20

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING THE CITY OF PALM BAY LOCAL HOUSING ASSISTANCE PLAN (LHAP) FOR FISCAL YEARS 2017/2018, 2018/2019, AND 2019/2020, AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES, AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; APPROVING THE CITY OF PALM BAY'S HOUSING DELIVERY GOALS FOR STATE FISCAL YEARS 2018 THROUGH 2020; AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Session Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing, and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, §§ 420.907-420.9079, Florida Statutes (1992) and Rule 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how SHIP funds will be used; and ("Act") created the State Housing Initiative Partnership (SHIP) Program, which provides for the development and preservation of affordable housing in Florida Counties and Community Development Block Grant (CDBG) Entitlement Cities, and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy, and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefitting from awards made pursuant to the Act; the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan, and

WHEREAS, as required by *section 420.9075*, F.S. the City finds that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,00 may use 10 percent of program income for administrative costs, and

WHEREAS, the Housing and Neighborhood Services (HANDS) Division of the City of Palm Bay has prepared a three-year Local Housing Assistance Plan, for submission to the Florida Housing Finance Corporation, and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Palm Bay to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, that:

SECTION 1. The City Council of the City of Palm Bay hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto as Exhibit "A" for submission to the Florida Housing Finance Corporation as required by § 420.907-420-9079, Florida Statutes, for fiscal years 2017/2018, 2018/2019, and 2019/2020.

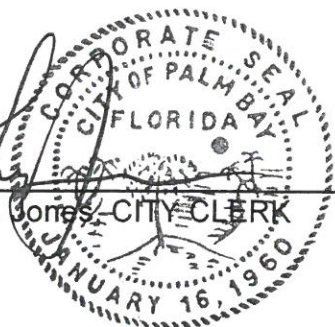
SECTION 2. The City of Palm Bay hereby finds that the cost of administering the Program shall exceed 5 percent of Program funds; and pursuant to the Act, the City hereby authorizes expenditure of no more than 10 percent of Program funds plus 5 percent of Program Income funds for implementation of the Program.

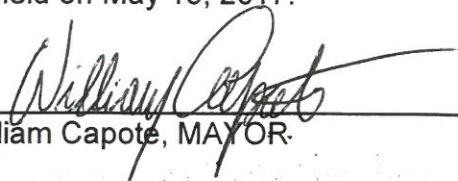
SECTION 3. The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the terms and conditions of said program.

SECTION 4. This Resolution shall take effect immediately upon the enactment date.

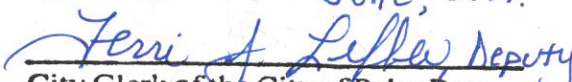
This resolution was duly enacted at Meeting No. 2017-12, of the City Council of the City of Palm Bay, Brevard County, Florida, held on May 18, 2017.

ATTEST:


Terese M. Jones, CITY CLERK


William Capote, MAYOR.

THIS IS TO CERTIFY that the foregoing is a true and correct copy of the original on file in the office of the City Clerk of Palm Bay, Brevard County, Florida. WITNESS my hand and the official seal of the City of Palm Bay, this 4th day of June, 2017.


City Clerk of the City of Palm Bay, Florida.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Valentino Perez, Building Director

DATE: 9/17/2020

RE: Consideration of a lease agreement for off-site office space for the Building Department.

The City of Palm Bay Building Department is requesting approval to lease office space off-site. It is expected that the entire unit will be relocated. Currently the Building Department occupies about 2500 square feet on the second floor of the Annex Building. There are currently 27 FTE's and 2 part-time positions. This equates to approximately 86 square feet per person. The space was originally designed for 22 staff members. The department will also be adding a Building Code Inspector, Planning Specialist, and Customer Service Representative. The proposed lease space is located within the Winn Dixie Plaza at 190 Malabar Rd SW, in the space last occupied by Brevard Eye Center. The proposed space is approximately 7200 square feet which is more than double the existing floor area that the Building Department now utilizes. Attached to this memo is a lease, budget estimate, and floor plan.

Impacting FY 2020 Building Fund expenditures total \$25,000 and include the following:

- Approximate move-in costs totaling \$25,000 which include a \$16,667 security deposit, \$6,233.33 for the first month rent, and \$2,100 for the first month Common Area Maintenance (charged on a monthly basis).

Impacting FY 2021 Building Fund expenditures total \$194,822 and include the following:

- An \$70,000 one-time set-up charge to cover moving and set-up expenses from the current location to the new facility.
- An annual \$100,000 lease payment which includes \$6,233.33/month in rent and \$2,100 Common Area Maintenance (charged on a monthly basis).
- Monthly operating expenditures including \$200 for alarm/fire monitoring and CCTV; \$942 for utilities including Florida Power & Light and water; \$250 for Florida High Speed Internet; \$60 for pest control services; and \$617 for janitorial services.

A 2-3-year lease agreement would be entered until the new Building Department building is constructed, which is being planned as part of a multi-story building at the City Hall campus.

REQUESTING DEPARTMENT:

Growth Management, Building Department

FISCAL IMPACT:

Funding for this request is not included in either the FY 2020 Adopted Budget or FY 2020 Proposed Budget. Appropriation of \$25,000 for FY 2020 is being requested from the Building Fund Undesignated Fund Balance account 451-0000-392-3006 on the Fifth/Final Budget Amendment in FY 2020. In addition, appropriation of \$194,822 for FY 2021 is being requested from the Building Fund Undesignated Fund Balance account 451-0000-392-3006 on the First Budget Amendment in FY 2021. An itemized listing of expenditure accounts to be used for fund allocations is attached.

RECOMMENDATION:

Motion to approve leasing of proposed office space.

ATTACHMENTS:**Description**

BA FY 20

BA FY 21

Rental Space Cost spreadsheet

Lease Agreement

Council Approval Date (if applicable)

--

Justification, if "No" →

Budget Office Representative

H.T.E. Entry Date
Entered By
Date Journalized

Council Approval Date (if applicable)

--

Justification, if "No" →

Date Journalized

160 Malabar Rd -Lease	Old Brevard Eye Center	Ft	1st Month Cost FY 20	Est Monthly Cost FY 21	Est Annual Cost FY 21	Account Numbers
Lease	\$12 + \$ 3.77 CAM=\$15.77 per sq. (Cam \$2100/Rent \$6233.33)	7200 sq. ft		\$8,333	\$100,000	451-3320-524-4409
Security Deposit	Security Deposit \$16,667 & 1st Month Rent		\$25,000			451-3320-524-4409
Alarm/Fire Monitoring Activation	Existing System (estimate)			\$150	\$1,800	451-3320-524-3409
CCVTV	Activate Existing System (estimate)			\$50	\$600	451-3320-524-3409
Janitorial Services (estimate)	Based on costs of Fire HQ which is 7503 sq ft			\$617	\$7,400	451-3320-524-3412
FPL (estimate)	Based on costs of Fire HQ which is 7503 sq ft			\$625	\$7,500	451-3320-524-4301
Water (estimate)	Based on costs of Fire HQ which is 7503 sq ft			\$317	\$3,802	451-3320-524-4302
Pest Control				\$60	\$720	451-3320-524-3409
Florida High Speed	100 mb			\$250	\$3,000	451-3320-524-4101
	Total		\$25,000	\$10,402	\$124,822	
Est One-Time Set Up Costs FY 21						
Misc. Furniture Allowance	Inspectors/Data Entry/Customer Serv Reps/Conf Rm		\$20,000			451-3320-524-5105
Main Area Lobby Furnishings			\$10,000			451-3320-524-5105
Hardware/Software/Network	As needed		\$20, 000			451-3320-524-5103
Storm Shutters	Tenant Supplied/misc supplies needed/Signage		\$10,000			451-3320-524-5201
Office Renovations as needed			\$10,000			451-3320-524-4623
	Est One time Set-Up for Office		\$70,000			
	FY 21 Annual expenses		\$124,822			
			\$194,822			

LEASE AGREEMENT

BETWEEN

Palm Bay West llc

(LANDLORD)

AND

**City of Palm Bay
Building Department**

(TENANT)

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LEASE
FACE PAGE*

LEASE DATE: _____, 2020

LANDLORD: Palm Bay West LLC
361 NE 167th St
North Miami Beach, FL 33162

TENANT: City of Palm Bay Building Department

TENANT'S ADDRESS AND EMAIL: City of Palm Bay
120 Malabar Rd SE
Palm Bay, FL 32907
(321) 726-5642-Office

LANDLORD'S ADDRESS AND EMAIL: Palm Bay West, LLC
361 NE 167th St.
North Miami Beach FL 33162
T: (786) 320-6137

Assistant Manager:
office@managesolution.net

Rent:
office2@managesolution.net

Finance & Leasing Department:
accountant@managesolution.net

Manager:
alberto@managesolution.net

BUILDING ADDRESS: 190 Malabar Rd. SW
Palm Bay, FL 32907

LEASED PREMISES: Suite 105 AKA unit 220 consisting of approximately 7,200 gross rentable Sq. Ft. see **EXHIBIT "C"**

TENANT'S USE: General office City of Palm Bay Building Department

NAME (TO BE USED BY TENANT): City of Palm Bay Building Department

EFFECTIVE DATE: The date the lease is fully-executed by Landlord and Tenant.

COMMENCEMENT DATE: The date of Landlord's delivery of the Premises with substantial completion of Landlord's Work as set forth in Exhibit "A" in no event later than November 15, 2020 unless otherwise mutually agreed upon by Landlord and Tenant.

LEASE TERM: Three years from the Commencement Date

MONTHLY BASE RENT: Seven Thousand Fifty-one and 13/100 Dollars per month (\$7,051.13), sales tax not applicable.

REAL ESTATE TAX
EXPENSE

Landlord shall pay the real estate taxes and all assessments. Such charges shall be applied to and included in the base rent.

LANDLORD'S
INSURANCE AND
COMMON AREA
MAINTENANCE

In addition to the Monthly Base Rent, Tenant shall pay Tenant's Proportionate Share of the Common Area Maintenance Expenses as described in Section 5; and Tenant's Proportionate Share of Landlord's Insurance as described in Section 11. It is estimated that Tenant's Proportionate Share of the foregoing expenses for the First Lease Year shall be One Thousand Three Hundred Thirty-eight and 00/100 Dollars (\$1,338.00) per month. Sale tax not applicable.

TENANT'S
PROPORTIONATE
SHARE:

The parties hereby stipulate that Tenant's Proportionate Share shall be 2.74%

RENEWAL OPTIONS:

Five (5) renewal terms of One (1) year each, as described in Section 40.

SECURITY DEPOSIT:

Security Deposit in the amount of Sixteen Thousand Seven Hundred Seventy-eight and 66/100 Dollars (\$16,778.66) to be paid at execution of this agreement. First month's rent and CAM fees in the amount of Eight Thousand Three Hundred Eighty-nine and 33/100 Dollars (\$8,389.33) to be paid at lease execution. Total due upon execution of this agreement is Twenty-five Thousand One Hundred Sixty-seven and 99/100 Dollars (\$25,167.99).

*This is a legally binding document. Please read it thoroughly before you sign; the items contained on this FACE PAGE relate to various sections of this Lease. There are no agreements between the parties unless contained in writing in this lease agreement.

LEASE AGREEMENT

NOTE: See "Face Page" for the description of certain capitalized terms used in this lease agreement, which "Face Page" and terms are incorporated herein by reference.

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is executed as of the Lease Date, by and between the Landlord and the Tenant.

1. **Description of Leased Premises.** Subject to the terms and conditions hereinafter set forth, and in consideration of the duties, covenants and obligations contained in this Lease, Landlord does hereby lease, demise and let to Tenant and Tenant does hereby lease, demise and take from Landlord the Leased Premises, situated in the Building Address indicated on the Face Page (which Building, as the context herein permits or requires, shall also include all of the "Real Property" as defined in Section 23 below) (hereinafter referred to as the "Building"). The Leased Premises is stipulated for all purposes to contain the number of rentable square feet, as set forth in the Face Page and the same will be conclusive and binding on Landlord and Tenant. Any statement of square footage set forth in this Lease, or that may have been used in calculating rental or Tenant's Proportionate Share, is an approximation which Landlord and Tenant agree is reasonable and the rental based thereon is not subject to revision.

2. **Term / Possession / Commencement Date.** Landlord hereby leases and Tenant hereby rents the Leased Premises from the Commencement Date (defined below) for the Lease Term, unless sooner terminated in accordance with the terms of this Lease. The Commencement Date of this Lease shall be the earlier of: (a) the date Tenant actually takes possession of the Leased Premises; or (b) the date which is specified in Landlord's notice to Tenant of Landlord's substantial completion of Landlord's Work, if any, as set forth in Exhibit "A" attached hereto and made a part hereof by reference (such Commencement Date shall be at least three (3) days from the date of Landlord's notice of substantial completion). If there is Landlord's Work to be performed as per Exhibit "A" hereto, then the Commencement Date set forth on the Face Page is an estimate only. If Landlord, for any reason whatsoever, cannot deliver possession of the Leased Premises to Tenant as of the anticipated commencement date specified on the Face Page, this Lease shall not be void, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, but in that event, this Lease shall in all ways remain in full force and effect except the Commencement Date shall be postponed accordingly. No delay in delivery of possession shall operate to terminate this Lease or to extend the term hereof; provided, however, upon any such delay caused by Tenant, or caused by reasons beyond Landlord's control, which causes delay of at least ninety (90) days from the date Landlord would have delivered possession but for Tenant's delay or such other causes, Landlord shall have the option to terminate this Lease. If Landlord elects to so terminate this Lease, both parties shall thereupon be relieved of all further obligations hereunder. If there is Landlord's Work to be performed as per Exhibit "A" hereto, then within fifteen (15) days following the Commencement Date, the parties shall execute a form prepared by Landlord in the form attached in Exhibit "B", which shall confirm the definite date of the beginning and of the ending of the term of this Lease and the Rent Commencement Date, if different from the Commencement Date.

3. **Rent.** (a) Starting on the Rent Commencement Date, Tenant shall pay the Monthly Base Rent, plus applicable sales tax. Tenant is tax exempt, sales tax not applicable. The Monthly Base Rent shall be due in advance on the first day of each calendar month and payable to Landlord at Landlord's Address, or such other address as Tenant shall be notified in writing. Tenant agrees to pay Landlord the Monthly Base Rent as and when required hereunder, without deductions or setoffs and without prior demand therefor. If the Rent Commencement Date is other than the first day of a calendar month, the Monthly Base Rent for such month will be prorated. Without limiting the rights of Landlord under Section 14 below, any Monthly Base Rent, Additional Rent (as defined below) or other payment not made within five (5) days of the date said payment is due shall be considered an Event of Default and Landlord may require payment of a late charge of one hundred dollars (\$100.00) or five percent (5%), whichever is greater, which shall be considered Additional Rent for purposes of this Lease. (b) In view of the fluctuating purchase power of the dollar, the "Annual Base Rent" (which shall be calculated by multiplying the Monthly Base Rent times twelve) shall be adjusted annually for each Lease Year (as hereafter defined) during the Lease Term hereof (and any renewals or extensions hereof). Beginning with the first day of the second Lease Year (as defined herein) and on the first day of each consecutive Lease Year of the Term thereafter, the Annual Base Rent shall increase by ~~the greater of: (i) three percent (3%) per year. or (ii) increased to reflect any changes in the Index now known as "United States Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average)"~~ (hereafter referred

~~to as the "Index" and the "CPI Increase" as applicable). The CPI Increase shall be accomplished by multiplying the Annual Base Rent for the then ending Lease Year by a fraction, the numerator of which shall be the Index for the second to last full calendar month of the Lease Year then expiring, and the denominator of which fraction shall be the Index for the second to last full calendar month prior to the first full calendar month of then expiring Lease Year of this Lease.~~ The first "Lease Year" shall mean the period beginning on the Commencement Date and expiring on the same day of the twelfth full calendar month thereafter. Any subsequent "Lease Year" shall mean a period of twelve (12) calendar months commencing on the first day following the expiration of the first "Lease Year" or the applicable anniversary thereof. (c) Tenant shall pay to Landlord monthly all sales, use or similar taxes (if applicable) from time to time imposed in connection with all Rents (as defined herein) paid by Tenant under this Lease, including any extensions hereof. In the event that any check of Tenant is returned unpaid (whether for insufficient funds or any other reason) in addition to all other remedies provided for hereunder, Landlord shall have the right to charge Tenant, as Additional Rent, one hundred dollars (\$100.00) for each returned check. (d) The term "Additional Rent" shall mean all sums other than the Monthly Base Rent payable under this Lease including, without limitation, Tenant's Proportionate Share of Landlord's Insurance, and Common Area Maintenance Expenses. Any and all sums payable by Tenant to Landlord under this Lease, however designated, shall be considered Rent or Additional Rent, whether or not specifically so identified. The term "Rent" or "Rents" when used herein shall mean all monies due from Tenant to Landlord hereunder, or whatever type, or any particular type of money so payable, including Monthly Base Rent, Additional Rent or any sales tax (if applicable) assessed thereon by the State of Florida or other governmental authority. All payments shall be applied in the following order: (i) oldest outstanding account balance, (ii) Common Area Maintenance, (iii) insurance, (iv) miscellaneous charges, (v) overhead charges, (vi) late charges and (vii) current Rent.

4. **Real Estate Taxes.** Landlord shall pay or cause to have paid all taxes and assessments, special or otherwise, which may be assessed against the Leased Premises (hereinafter referred to as the "Real Estate Taxes"). The amount paid by Landlord for the Real Estate Taxes shall be included as part of the Base Rent. This number shall be adjusted from time to time at least annually after the tax bills are revised, whether by reason of an increase in either the tax rate or the assessed valuation, or by reason of the levy, assessment, or imposition of any tax or assessment of any kind on real estate or rentals, not now levied, assessed or imposed, or for any other reason, and in such an event Tenant shall pay to Landlord within thirty (30) days after invoice, as Additional Rent for the tax year in question, the amount of such excess. Although the Tenant is tax-exempt, Tenant at all times shall be responsible for and shall pay, before delinquency, all applicable municipal, county, state or federal taxes (if any) assessed against any leasehold interest or any fixtures, furnishings, equipment, stock-in-trade or other personal property of any kind owned, installed or used in or on the Leased Premises.

5. **Common Areas.** The Leased Premises are located in an overall development known as "Palm Bay West" (hereinafter referred to as the "Center"). Pursuant to Section 23, all areas of the Center made available by Landlord for the use or benefit of Tenant and their employees, customers and invitees, or the general public, as such areas currently exist and as they may be changed from time to time shall be hereinafter referred to as the "Common Areas". Tenant shall, as Additional Rent, pay Tenant's Proportionate Share of the costs required to maintain the Common Areas (hereinafter referred to as the "Common Area Maintenance Expenses"). Tenant's Proportionate Share of the Common Area Maintenance Expenses shall be paid in equal monthly installments due as follows:

■ on the first (1st) day of each calendar month commencing on the Commencement Date.

The purpose for or manner in which such Common Area Maintenance Expenses shall be incurred and expended shall be within the sole control of Landlord. Landlord may expend common area maintenance funds and incur Common Area Maintenance Expenses in such proportions as it may in its sole discretion determine in order to: (1) operate, maintain, repair, clean, landscape, and/or mow the Common Areas and any landscaping thereon; (2) operate, maintain and repair any retention or detention ponds; (3) maintain or repair drainage systems and any other utility systems; (4) maintain, resurface, seal, repair or stripe parking lots, parking lot lighting and service driveways or any other Common Areas; (5) pay any utility costs for any premise in the Center and any governmental assessments or surcharges on or relating to the Common Areas and facilities; (6) maintain and/or repair any roof or down spouts in the Center; (7) maintain and/or repair, awnings, if any, in the Center; (8) provide personnel for security; (9) operate,

maintain, repair, and clean the exterior of the buildings comprising the Center; and (10) generally maintain the Common Areas and facilities of the Center in whatever manner Landlord sees fit (11) any cost incurred by Landlord in making capital improvements, structural repairs or any modifications to the Center. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all of said areas and improvements; to police the same (at Landlord's sole discretion); and to change the area, level, location and arrangement of parking areas and other facilities. Landlord shall operate and maintain the Common Areas in such a manner as Landlord in its discretion shall determine, and Landlord shall have full right and authority to employ and discharge all personnel with respect thereto. Tenant agrees to comply with all rules and regulations which may from time to time be promulgated by Landlord with respect to the operation and use of the Common Areas. Landlord shall not be liable for damages or otherwise for any failure or interruption of any Common Area services being furnished to the Real Estate unless due to the gross negligence of Landlord, and no such failure or interruption shall entitle Tenant to terminate this Lease. Reference in this section to parking areas and/or facilities shall in no way be construed as giving Tenant hereunder any special rights and/or privileges in connection with such parking areas and/or facilities. Notwithstanding anything herein to the contrary, Landlord shall not be obligated to provide any type of security in or about the Leased Premises for Tenant, its customers, guests, contractors, concessionaires, agents, lessees or invitees, nor guarantee the safety or security of Tenant, its customers, guests, contractors, concessionaires, agents, lessees or invitees, and should Landlord be made a party to any litigation commenced as a result of Landlord's alleged failure to provide security for Tenant, its customers, guests, contractors, concessionaires, agents, lessees or invitees, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and attorney's fees incurred or paid by Landlord in connection with such litigation.

6. **Initial Improvements.** Landlord shall, at its own cost and expense, construct the Leased Premises in substantial accordance with Landlord's Work set forth on Exhibit "A" (subject to applicable governmental approval). If no Exhibit "A" is attached hereto, Landlord shall deliver, and Tenant shall accept the Leased Premises in its "as-is" condition. The taking of possession by Tenant shall constitute an acknowledgment by Tenant that the Leased Premises are in the condition called for by this Lease, that Landlord has performed all of the Landlord's Work with respect thereto, if any, and that all preliminary conditions prerequisite to Tenant's obligation to pay the Rent and all Additional Rent called for by this Lease, if any, have been met. Any work or equipment other than those items specifically agreed to be performed by Landlord, if any, shall be fully paid for by Tenant, at its own cost and expense, including but not limited to all trade equipment, furniture, operating equipment, furnishings, fixtures, decorative items and any other equipment and work necessary for the operation of Tenant's business (hereinafter referred to as "Tenant's Work").

7. **Condition of the Leased Premises.**

(a) Tenant covenants and agrees that it will not make alterations, improvements or additions to the Leased Premises during the term of this Lease without first obtaining the written consent of Landlord. Tenant will not cut or drill into, or secure any fixture, apparatus or equipment of any kind to any part of the Leased Premises without the prior written consent of Landlord. Tenant shall not exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the outside of the Leased Premises or of the Building, or in the Common Areas, or inside the Leased Premises if visible from the outside, without Landlord's approval and provided it is in compliance with all applicable governmental regulations.

(b) Tenant will at all times, from and after delivery of possession of the Leased Premises to Tenant, at its own cost and expense, maintain the Leased Premises (including the portions of the Common Areas surrounding the Leased Premises) in a good and workmanlike manner, and make all necessary repairs and replacements, nonstructural, foreseen or unforeseen, ordinary or extraordinary, capital or noncapital, to the interior of the Leased Premises, including but not limited to the walls, ceiling and floors within the Leased Premises, the heating, air conditioning, sprinkler, electrical, plumbing and sewer systems (including underground pipes and free flow up to the main sewer line) exclusively serving the Premises, the ceilings, mechanical ventilation, exterior doors, door frames, door hardware, and door openers, windows and window frames, and plate glass, all Tenant's signs, locks and closing devices, flooring, lamps, light bulbs, sink and toilet. If necessary, or if required by governmental authority, Tenant shall make modifications or replacements thereto, and shall, at the expiration or termination of this Lease, return the property to Landlord in good, clean condition, and in as good order and state of repair as the same are now, ordinary wear and tear excepted, and loss by fire or other casualty (if such loss by fire or other casualty is reimbursed by

Landlord's insurance company). Throughout the term of this Lease, Tenant shall maintain a maintenance and service contract for the air conditioning and heating equipment serving its Leased Premises, with a reputable company acceptable to Landlord, and including regular bi-monthly servicing and maintenance and monthly filter replacement, with Landlord being a third-party beneficiary of such contract(s). Failure to do so will result in Tenant being responsible for any and all damage suffered by the equipment as a direct or indirect result of the lack of such maintenance. Additionally, Landlord may do so and the cost thereof shall be deemed Additional Rent due from Tenant. Tenant also shall be responsible for removing all hazards or obstructions from the sidewalk area in front of and the loading area in the rear of the Premises. All repairs and replacements made by Tenant shall be equal in quality to the original installations.

(c) Landlord shall be responsible, except as hereinafter stated, at its expense to maintain in good order and condition, ordinary wear and tear excepted, the structural walls (excluding plate glass), structural elements of the Leased Premises (except any which are constructed by Tenant), foundations, the floor slab, the roof, and any utility lines outside the Leased Premises or running through the Leased Premises (other than utility lines specifically intended for service within the Leased Premises, the maintenance repair and replacement of which shall be Tenant's responsibility) and Landlord shall maintain the Common Areas in good condition and repair. Notwithstanding the foregoing, to the extent that any repair or replacement is needed to the roof or any other element of the Leased Premises which is otherwise Landlord's responsibility on account of the negligence, actions, or fault of Tenant, including, without limitation, on account of any alterations or modifications made by Tenant to the Leased Premises (whether or not consented to or approved by Landlord) the cost thereof shall be paid by Tenant. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to Landlord by Tenant, and in any case Landlord's liability shall be limited as set forth in Section 14(f) below, and shall be subject to the terms of Section 27 below.

(d) Except as provided in Section 15 hereof, there shall be no abatement of Rent and no liability to Tenant by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portions of the Building or the Leased Premises or in or to fixtures, appurtenances and equipment therein. If Tenant refuses or neglects to make repairs or perform maintenance which Tenant is responsible for, or if Landlord is required to make exterior or structural repairs by reason of Tenant's negligent acts or omissions or which should have been performed by Tenant (as determined by Landlord), then Landlord shall have the right, but not the obligation, to make such repairs on behalf of and for the account of Tenant. Or, if Landlord is required to make an inspection which results in a determination (by Landlord) that the repair should be performed by Tenant, then any cost born by Landlord to make the repair or to make the determination that the repair is Tenant's responsibility, shall be paid for by Tenant (including 20% for Landlord's overhead) as Additional Rent promptly upon receipt of a bill therefor.

8. **Use and Operation of Business.** (a) Tenant shall use and occupy the Leased Premises solely and exclusively for the conduct of Tenant's Use and exclusively under the Name defined on the Face Page and for no other purposes whatsoever. Tenant acknowledges that it is solely and exclusively responsible to verify that Tenant's business and Tenant's proposed use of the Premises are permitted by applicable law and governmental authorities, and Landlord makes no warranties or representations in this regard. (b) Tenant shall: (i) keep the Leased Premises and interior portions of windows, doors and all other glass in a clean and safe condition; (ii) not place any excessive loads upon the floors of the Leased Premises without advance written consent of the Landlord; (iii) conduct its business in the Leased Premises in accordance with all applicable governmental laws, ordinances, rules and regulations; (iv) comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Tenant or its use of the Leased Premises, and hold Landlord harmless from penalties, fines, costs, expenses or damages resulting from Tenant's failure to do so; (v) immediately give to Landlord notice of any accident, fire or damage occurring on or to the Leased Premises; (vi) install and maintain such fire extinguishers and other safety equipment as law may require; (vii) comply with all requirements imposed from time to time by Landlord's insurance companies, including but not limited to the proper storing, keeping or otherwise placing flammable materials, liquids or property at or around the Building; and (viii) immediately dispose of any food or food derivative or other materials or products which may decompose or create a nuisance or obnoxious odors, at Tenant's sole expense and shall not allow same to remain at or around the Building. Tenant shall not store or dispose of or transport any seafood (whether in cold storage or otherwise) in, about, around

or through the Leased Premises. (c) Tenant covenants and agrees that: (i) Tenant and the Leased Premises will remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances all as amended and modified from time to time (collectively, "Environmental Laws"). Tenant will obtain and comply with all governmental permits relating to the use or operation of the Leased Premises required by applicable Environmental Laws. Tenant will conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all hazardous materials on, from, or affecting the Leased Premises in accordance with all applicable Environmental Laws and to the satisfaction of Landlord; (ii) Tenant will not permit to occur any release, generation, manufacture, storage, treatment, transportation, or disposal of "hazardous material," as that term is defined below, on, in, under, or from the Leased Premises. Tenant will promptly notify Landlord, in writing, if Tenant has or acquires notice or knowledge that any hazardous material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Leased Premises; and if any hazardous material is found on the Leased Premises, Tenant, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the hazardous material to the complete satisfaction of Landlord and the appropriate governmental authorities. Tenant agrees to indemnify and save harmless Landlord against all expenses, damages and liabilities, including court costs and reasonable attorneys' fees, which Landlord may incur as a result of the violation by Tenant of the provisions of this Section 8(c). Tenant agrees not to commit or allow to be committed any illegal act, nuisance or other act against public policy, or which may disturb the quiet enjoyment of any other tenant of the Building. Tenant agrees not to deface or damage the Building or Common Areas. For purposes of this Lease, "hazardous material" means: (i) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§9601 *et seq.*, or the Hazardous Materials Transportation Act, 49 U.S.C. §1801, all as amended and amended after this date; (ii) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§6901 *et seq.*, as amended and amended after this date; (iii) any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or amended after this date; (iv) crude oil or any fraction of it that is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (v) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §§2011 *et seq.*, as amended and amended after this date; (vi) asbestos in any form or condition, and (vii) polychlorinated biphenyls (PCBs) or substances or compounds containing PCBs.

9. Utilities.

Tenant will pay all monthly service charges for: gas, telephone.

Tenant will pay all monthly service charges for: electricity.

Tenant will pay all monthly service charges for: water, sewage.

Tenant will pay for trash removal.

Tenant will pay all initial utility deposits and fees, if any and any other utility services furnished to the Leased Premises and the improvements on the Leased Premises during the entire Lease Term. Notwithstanding anything to the contrary contained herein, if any utility is paid by Landlord, or if any such services are not separately metered or billed to Tenant, but rather are billed to and paid by Landlord, Tenant will pay to Landlord, as Additional Rent, its pro rata share of the cost of such services, as determined by Landlord, together with its pro rata share of the cost of making such determination either after receiving an invoice for said service or through the Common Area Maintenance Expenses. Tenant will also be responsible for pest control inside the Leased Premises and for its own janitorial service inside the Leased Premises, and Tenant will be responsible for the backflow recertification (if water is separately metered for the Leased Premises). Tenant will pay for disposal of any large items not considered to be reasonable and customary office use, including but not limited to disposal of boxes, crates, furniture, inventory or the like. Tenant will not overload the electrical wiring serving the Leased Premises or within the Leased Premises, and will install at its expense, but only after obtaining the Landlord's written approval, any additional electrical wiring which may be required in connection with Tenant's apparatus or equipment. Landlord will not be liable for any reason for any loss or damage resulting from an interruption or inadequacy of any of these services.

10. **Tenant's Insurance.** This paragraph is intentionally omitted and replaced as modified per the attached addendum. ~~Tenant shall carry, during the term hereof, general public liability insurance with a carrier and with policy limits reasonably satisfactory to Landlord, but which initially shall be not less than one million dollars (\$1,000,000) for each person injured, two million dollars (\$2,000,000) for any one accident and five hundred thousand dollars (\$500,000) for property damage. Said policies shall name Landlord as loss payee and additional insured, as its interests may appear, and shall provide that same shall not be cancelled except after thirty (30) days prior written notice to Landlord. Tenant shall provide Landlord with proof of such insurance coverage prior to the Commencement Date and immediately upon the renewal or change in any policy provided hereunder. All policies of insurance provided for in this section shall be issued in form acceptable to Landlord by insurance companies with general policyholder's rating of not less than "A" and a financial rating acceptable to the Landlord. Each and every such policy: (a) shall be issued in the names of Landlord and Tenant and any other parties in interest from time to time designated in writing; (b) shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest; (c) shall be delivered to Landlord and such other parties in interest within ten (10) days after delivery of possession of the Leased Premises to Tenant and thereafter within thirty (30) days prior to the expiration of each such policy and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent; (d) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and (e) shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. Tenant agrees that Landlord shall not be responsible for any damage to Tenant's stock in trade, furniture, equipment, contents, or other personal property or removable items of any kind situated in the Leased Premises, for any reason whatsoever, and the Landlord shall not be required to carry insurance to cover any such items. In the event that Tenant fails to obtain any insurance required under this Lease or fails to furnish Landlord with proof of any such insurance as is required hereunder, Landlord may, but shall not be obligated to, obtain the same and any and all costs associated with obtaining any such insurance shall be deemed Additional Rent and shall be payable by Tenant to Landlord forthwith, together with interest thereon at the highest legal rate from the time of advancement to the date of repayment thereof. Tenant shall have no rights in any policy or policies maintained by Landlord and shall not be entitled to be named insured thereunder. Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene the Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord or which will in any way cause an increase in the insurance rates upon any portion of the Building. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other to the extent any loss is insured against (and to the extent Tenant is required under this Lease to insure against) under fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.~~

11. **Landlord's Insurance.** (a) Landlord shall carry the following insurance, or any insurance required by Landlord's lender, the cost of which shall be paid by Tenant in advance, as Additional Rent, in equal monthly installments due as follows:



on the first (1st) day of each calendar month commencing on the Commencement Date.

In the event that in any Calendar Year, this cost increases it shall be paid to Landlord within twenty (20) days after demand therefor by Landlord.: (i) fire insurance with standard extended coverage and such other risks as Landlord may reasonably elect or be required to carry covering all portions of the Leased Premises in the Leased Premises, including all improvements, betterments, fixtures, equipment and machinery installed in such Leased Premises excluding any personal property, movable trade fixtures and contents owned by the respective tenants occupying the Leased Premises, (ii) public liability, Personal and Bodily injury covering the Common Areas, including, without limitation, public liability, personal and bodily injury and property damage liability and automobile coverage, fire and extended coverage, flood, windstorm, vandalism and malicious mischief and all broad form coverages, worker's compensation, and any other insurance that may be carried by Landlord covering the Leased Premises all in limits and with deductibles reasonably selected by Landlord (with such property damage insurance covering at least 80% of the

replacement cost of same), and (iii) loss of rent insurance included as a covered peril. Notwithstanding the foregoing, Landlord is not obligated to provide insurance coverage for those perils and liabilities for which a Tenant is contractually obligated unless Tenant fails to maintain its insurance policies. In that case, Landlord may insure those perils and liabilities, the cost of which Landlord shall recover from Tenant as Additional Rent. (b) Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Landlord from procuring such policies in companies reasonably acceptable to Landlord. If anything is done, omitted to be done or suffered by Tenant to be kept in, upon or about the Leased Premises shall cause the rate of fire or other insurance on the Leased Premises or on other property of Landlord or of others within the Leased Premises to be increased beyond the rate from time to time applicable to the Leased Premises for Tenant's Use or to any other property for the use or uses made thereof, Tenant will pay as Additional Rent, if Tenant fails to cease such use within five (5) days following written notice from Landlord, the amount of any such increase upon Landlord's demand.

12. **Relationship of Parties.** Anything contained in this Lease to the contrary notwithstanding, it is specifically agreed that Landlord shall in no event be construed or deemed to be a partner or engaged in a joint venture with, or an associate of, Tenant in the conduct of its business and that Landlord shall absolutely not be liable for any debts or other liabilities of any kind or sort whatsoever incurred by Tenant in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of Tenant. The relationship of the parties during the term of this Lease shall at all times be solely that of landlord or tenant.

13. **Services.** All services provided by Landlord as expressly set forth herein shall be provided subject to interruption caused by repairs, renewals, improvements, changes of service, alterations, strikes, lockouts, labor controversies, inability to obtain fuel or power, accidents, breakdowns, catastrophes, national or local emergencies, acts of God and conditions and causes beyond the control of Landlord, and upon such happening, no claim for damages or abatement of Rent for failure to furnish any such services shall be made by Tenant or allowed by the Landlord.

14. **Tenant's Default and Landlord's Remedies.** The occurrence or existence of any one or more of the following shall constitute an "Event of Default" by Tenant under this Lease and shall enable the following rights and remedies of Landlord which shall be cumulative and none shall exclude another or any other right or remedy provided by law: (a) If Tenant shall become bankrupt or insolvent or unable to pay its debts as such become due, or file any debtor proceedings or if Tenant shall take or have taken against it in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the benefit of creditors, then Tenant shall be in default hereunder and this Lease shall, at the option of Landlord, without notice or opportunity to cure, terminate and Landlord, in addition to any other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. (b) Pursuant to Section 3, if Tenant defaults in any Monthly Base Rent, Additional or other payment not made within five (5) days of the date said payment is due or in the prompt and full performance of any provision of this Lease, or if the leasehold interest or Tenant's business or fixtures are levied upon under execution or attached by process of law, or Tenant abandons the Leased Premises, then and in any of such events, Landlord may, if Landlord so elects, forthwith terminate this Lease and Tenant's right to possession of the Leased Premises, or terminate only Tenant's right to possession hereunder. (c) If Tenant defaults in any of its obligations hereunder, whether monetary or non-monetary, Landlord shall have the right, at its option, to declare all rents for the entire remaining Lease Term immediately due and payable without regard to whether or not possession shall have been surrendered or taken by Landlord, and Landlord may thereafter commence an action thereupon and recover judgment therefor. (d) Upon any default under this Lease or a termination of this Lease, whether by lapse of time or otherwise, Tenant shall surrender possession and vacate the Leased Premises immediately, and deliver possession thereof to the Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Leased Premises in such event and to expel or remove Tenant and any others who may be occupying or within the Leased Premises and to remove any and all property therefrom,

without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law. Tenant expressly waives the service of any demand for the payment of Rent or for possession and the service of any notice of Landlord's election to terminate this Lease or to reenter the Leased Premises except as provided for in subsection (b) of this Section 14. (e) Landlord may, in the Event of Default by Tenant in the payment of any Rent herein reserved, or in the performance of any term, covenant or condition herein contained to be kept or performed by Tenant, enter upon the Leased Premises and remove any and all furniture and personal property whatsoever situated upon the Leased Premises. Any and all property which may be removed from the Leased Premises by Landlord pursuant to the authority of this Lease or of law, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under Landlord's control. Landlord may place such property in storage for the account of, and at the expense of Tenant, and if Tenant fails to pay the cost of storing such property after it has been stored for a period of ninety (90) days or more, Landlord may sell any or all of such property. (f) Tenant agrees that Tenant will at all times indemnify and hold Landlord harmless from any and all claims, actions, losses, damages, liabilities and expenses, including attorneys' fees and court costs incurred by Landlord, which may arise or be claimed against Landlord and be in favor of any person, firm or corporation for any injuries or damages to the person or property of any person, firm or corporation consequent upon or arising from the use or occupancy of the Leased Premises by Tenant (including all activities relating to any improvements made by Tenant) or consequent upon or arising from any acts, omissions, neglect or fault of Tenant, his agents, servants, employees, licensees, customers or invitees, or consequent upon or arising from Tenant's failure to comply with the aforesaid laws, statutes, ordinances or regulations. Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers or any other person in or about the Leased Premises caused or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Leased Premises or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Leased Premises or upon other portions of the Building of which the Leased Premises are a part. Landlord shall not be liable to Tenant or any third party for any damages arising from any act or neglect of any other tenant of the Building or any other person.

15. Damage to Leased Premises or Building or Center. (a) If the Building or the Center shall be damaged by fire, the elements or other casualty not due to Tenant's negligence or reckless or intentional act, but the Leased Premises are not thereby rendered untenable in whole or in part (except as set forth in Subsection (c) below), Landlord shall as soon as practicable cause such damage to be repaired with insurance proceeds provided therefor. In such event Rent shall not be abated. (b) If the Building or the Center shall be damaged by fire, the elements, or other casualty not due to Tenant's negligence or reckless or intentional act, and the Leased Premises shall be rendered untenable only in part, Landlord shall as soon as practicable cause the damage to be repaired, with insurance proceeds provided therefor. The Rent shall be abated during the period the Leased Premises are untenable proportionately as to the portion of the Leased Premises rendered untenable. (c) If the Leased Premises shall be rendered wholly untenable by reason of such occurrence, or if the Building is damaged to the extent of twenty five percent (25%) or more of the replacement cost thereof, whether or not the Leased Premises is partially damaged or rendered untenable, Landlord shall cause such damage to be repaired with insurance proceeds provided therefor, if the damage to the Leased Premises and other parts of the Building or the Center are such that said damage can be repaired and the Building or the Center substantially restored to its prior condition within three (3) months from the date of the damage. During said period Rent shall be abated in whole if the Leased Premises is wholly untenable, or in part if the Leased Premises are partially untenable but shall not be abated if the Leased Premises are wholly tenable. If, in the reasonable opinion of Landlord the damages are such that same cannot be repaired and the Building (and Leased Premises) restored within said three (3) month period, or if the casualty occurs during the last year of the Lease Term (excluding any unexpired options), then Landlord shall have the right, to be exercised by notice in writing, to elect to cancel this Lease and in that event the tenancy hereby created shall be deemed to have ceased as of the date of said occurrence, with the Rent to be adjusted as of such date. Landlord shall give Tenant notice promptly after the occurrence of the damage if Landlord does not believe the repairs can be affected within three (3) months, and if it does not intend to make the repairs. (d) Notwithstanding anything contained in this Section 15, Landlord's obligations or election to repair hereunder shall extend only to the work originally done by

Landlord in the Leased Premises (not including Tenant's Work), and only to the extent of insurance proceeds provided, therefore. Tenant shall be obligated to repair and pay for any work required to repair or replace the improvements and installations done by Tenant, including Tenant's Work, in the Leased Premises and to repair or replace any of Tenant's personal property located in the Leased Premises, and to repair or replace any and all damage to improvements or personal property caused by Tenant's negligence or reckless or intentional act.

16. **Security Deposit.** Tenant, concurrently with the execution of this Lease, has deposited or shall deposit with Landlord the sum set forth on the Face Page as Security Deposit, as security for the payment by Tenant of the rents herein agreed to be paid by Tenant, for compliance by Tenant with all of Tenant's Work necessary to complete the Leased Premises and to open for business, and for the faithful performance by Tenant of the terms and covenants of this Lease. All sums may, if permitted by law, be commingled by Landlord with his independent funds and no interest accruing thereon shall belong to Tenant as a result of Landlord's holding of the security deposit. If at any time during the term of this Lease any of the Rent or Additional Rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, but shall not be obligated to, appropriate and apply all or any portion of said deposit to the payment of any such overdue Rent. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rent, Additional Rent or other sums due and payable by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease, and shall be deemed a failure to pay Additional Rent due hereunder. If this Lease shall terminate or be terminated by reason of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply said entire deposit, or so much thereof as may be necessary to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Otherwise the security deposit shall be returned to Tenant promptly after the expiration of the Lease Term less any costs and expenses incurred in connection with restoring the Leased Premises to the condition required hereunder. Landlord may deliver the funds deposited hereunder by Tenant to any purchaser or transferee of Landlord's interest in the Leased Premises, in the event that such interest be sold or transferred, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

17. **Right to Enter the Premises.** Landlord, or any of its agents, shall have the right after giving reasonable verbal notice to Tenant, to enter the Leased Premises during all reasonable business hours, to examine same, and to make such repairs, additions or alterations as may be deemed necessary by Landlord. Landlord may show the Leased Premises and hold out same for rent at any time within six (6) months before the expiration of this Lease. The obligation to give advance notice and enter only during reasonable business hours shall not be applicable in the event of an emergency as determined in the exclusive discretion of Landlord, in which event Landlord or its agents shall have the right to enter the Leased Premises without notice.

18. **End of Lease Term.** At the expiration of this Lease, whether according to its terms, or as the result of the occurrence of an event herein stipulated as terminating the Lease, Tenant shall surrender the Leased Premises to Landlord, broom clean and in the same condition as when delivered by Landlord, ordinary wear and tear excepted, and deliver all keys to Landlord. Tenant shall, at its own expense, repair any damage caused by the removal of any of Tenant's property, alterations, improvements or decorations at the termination of this Lease. Tenant's obligation to perform hereunder shall survive the end of the term of this Lease and in the event Tenant fails to remove any of its property upon the expiration of this Lease, then said property shall be deemed abandoned and shall become the property of Landlord. Landlord shall nevertheless be entitled to perform the obligations of Tenant under this section at Tenant's expense, and Tenant shall be liable to Landlord for all reasonable costs incurred by Landlord in the performance of such obligations. A minimum charge of two hundred fifty dollars (\$250.00) may be imposed by Landlord against the Security Deposit in the event that the Leased Premises is not surrendered in the physical condition required hereunder, including (without limitation) if the Leased Premises is not broom clean, if holes in walls have not been properly patched and painted, or the like. Any holding over after the expiration of the Lease Term which is with Landlord's express advance written consent shall be construed to be a tenancy from month-to-month at the rents herein provided (prorated on a monthly basis) and shall otherwise be on the terms herein specified so far as applicable. In the event such holding over is without the express advance written consent of Landlord, in

addition to all other rights and remedies of the Landlord, Tenant shall be obligated to pay double the Monthly Rent and Additional Rent set forth herein.

19. **Exculpation**. Tenant agrees that it shall look solely to the estate and property of Landlord in the Building of which the Leased Premises are a part for the collection of any judgment (or any other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and performed by Landlord and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies.

20. **Captions and Paragraph Numbers**. The captions, section numbers, subsection numbers and any index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or subsections of this Lease nor in any way affect this Lease.

21. **Transfer of Landlord's Interest; Successor; Assignment or Sublease by Tenant**. In the event of any transfer or transfers of Landlord's interest in the Leased Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer. All of the provisions of this Lease shall otherwise bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns. Tenant may not assign, sublease, mortgage, encumber or otherwise transfer, in whole or in part, this Lease or any interest of Tenant hereunder, without the advance written consent of Landlord (which may be arbitrarily withheld, and no reasons for its actions need be given). A transfer of a beneficial interest in, or corporate stock of, or membership interest in, or partnership (limited, general or joint venture) interest in any entity which is a Tenant hereunder shall be deemed a transfer which is subject to this section. Tenant shall provide Landlord and with any information requested by Landlord concerning the proposed assignee, sublessee or transferee together with a non-refundable transfer fee of two thousand five hundred dollars (\$2,500.00). Tenant must be current on all Rent payments and not in any default of this Lease Agreement. Consent to any such assignment shall not relieve Tenant of its obligations and liabilities hereunder, nor shall same constitute consent to any subsequent assignment, sublease or transfer.

22. **Counterclaims; Attorney's Fees; Court Registry**. In the event of suit by Landlord to collect Rent, Additional Rent or any sums due to Landlord hereunder, Tenant shall not interpose any counterclaim in such proceeding (except for compulsory counterclaims), provided, however, Tenant may assert such claim in a separate action brought by Tenant. In the event of any litigation by or against Landlord to enforce or defend any of the terms or provisions of this Lease, Landlord, if it is the prevailing party in such litigation, shall be entitled to recover its costs, collection costs and reasonable attorney's fees at all trial and appellate levels. In the event Tenant raises any defense to any legal actions which are brought by Landlord against Tenant in relation to the Leased Premises or this Lease, then Tenant shall be required to pay into the Registry of the Court with jurisdiction of the legal action, all Rent, Additional Rent and any other sums which Landlord alleges to be past due, and such additional sums of Rent and Additional Rent which become due and payable during the term of the Lease during the course of legal action. The failure of Tenant to make such payments into the Court Registry, shall entitle Landlord to obtain a default and a default judgment against Tenant for possession of the Leased Premises and for such sums which Landlord alleges to be due and payable by Tenant in the legal action. In the event of any default by Tenant hereunder, Landlord shall be entitled to recover from Tenant all costs of collection whether or not litigation is instituted. In addition, Tenant agrees to reimburse Landlord for all reasonable legal fees and costs incurred by Landlord in exercising its remedies hereunder, including but not limited to a minimum charge of one hundred fifty (\$150.00) dollars for preparation and delivery of a so-called "3 day notice" if Tenant is in default hereunder, and such charges shall be deemed Additional Rent due under this Lease.

23. **Parking**. The use and occupation by Tenant of the Leased Premises shall include the right to the non-exclusive use, in common with others, of unassigned surface parking spaces, and all such driveways, truck and service courts, walks and other facilities designed for common use, as have been or may be installed by Landlord, and of such other and further facilities as may be provided or designated from time to time by Landlord for common use, subject expressly, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by Landlord. Landlord reserves, and Tenant agrees that Landlord has from time to time, the right to change the size, layout and location of any and all buildings or Common Areas and facilities

located on the real estate upon which the Building is located (the "Real Property"), as well as to reduce or expand the size of the Building. Tenant, its employees, customers, guests and invitees shall park only in those areas designated by Landlord for such parking, and Tenant shall not be entitled to any exclusive parking spaces or privileges. Landlord may restrict the number of spaces which the employees of Tenant may utilize in the parking area. In such event, Tenant agrees to abide by such restrictions. Landlord shall not be liable for any damage to automobiles of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof, while in or about the Building parking area.

24. **Notice.** Whenever notice shall be required or permitted herein, it shall be delivered by certified mail, postage prepaid, with return receipt requested, or hand delivered, or delivered via e-mail or other electronic transmission, and shall be deemed delivered on the date shown as the delivery date on the return receipt or the date shown as the date same was refused or the postal service was unable to deliver same, or the date of hand delivery, or on the date of electronic transmission, and be given to the parties, at the following address: (i) as to Landlord, the address set forth on the Face Page (e-mail notice shall not constitute permissible notice to Landlord hereunder); (ii) as to Tenant, the address or e-mail address set forth on the Face Page until the Commencement Date, and thereafter to the Leased Premises or e-mail address set forth on the Face Page; or, to such other address as hereafter designated by either of the parties in a notice to the other.

25. **Subordination; Attornment; Landlord's Lien.** This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages, lien or liens, encumbrance or encumbrances or underlying lease or leases which now exist or hereafter might be made as a lien upon the Building, the Common Areas or the Real Property, or any part thereof. This section shall be self-operative, and no further instrument of subordination shall be required. Nonetheless, Tenant shall, at any time hereafter on demand, execute any instruments, releases or other documents that may be required by any mortgagee, mortgagor or underlying lessor for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or underlying Lease, and Tenant does hereby appoint Landlord as its attorney in fact irrevocably to execute and deliver any such instrument, release or other document for and on behalf of Tenant. If any mortgagee shall succeed to the interest of Landlord by reason of the exercise of its rights under such mortgage (or acceptance of voluntary conveyance in lieu thereof) however caused, then such successor may, at its option, succeed to the interest of Landlord under this Lease; and in such event, Tenant shall thereupon attorn to such successor and become bound directly to such successor in interest to Landlord to perform and observe all Tenant's obligations under this Lease without the necessity of the execution of any further instrument. In addition to and independent of any lien in favor of Landlord arising by operation of law, Tenant hereby grants to Landlord a security interest in all personal property of Tenant wherever located, including personal property located in the Leased Premises, to secure the payment of Rent and Additional Rent and the performance of all other duties and obligations of Tenant hereunder. Tenant agrees to execute upon request by Landlord any and all financing statements and to perform any other act reasonably necessary to perfect the security interest granted herein. The occurrence of any one or more of the events of default set forth in this Lease shall constitute default in this security agreement and shall entitle Landlord to avail itself, following the expiration of any relevant cure period specified herein, of any remedy or remedies available to it under Chapter 679, Florida Statutes, and under this Lease.

26. **Estoppel Certificate and Financial Statement by Tenant.** Tenant agrees at any time within ten (10) days of Landlord's written request to execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Rent and any other payments hereunder have been paid in advance, if any.

27. **Force Majeure.** Landlord shall not be responsible for delays in completing Landlord's construction work, if any, or for any of Tenant's Work, nor for failure to provide water, electric, or sewer service or the parking services provided for in Section 23 above when said delay or failure is due to acts of providence, military authority, insurrection, riots, civil commotions, strikes, shortages or delays in obtaining materials, intentional and malicious acts of third parties, labor disputes, enemies of the government, explosions, flood, windstorm, fire, failure of utility company to provide power source or service, or any other cause beyond the reasonable control of Landlord.

28. **Eminent Domain.** If the entire Leased Premises shall be taken either permanently or temporarily by any public authority under the power of eminent domain, then the Lease Term (and of any option period exercised or to be exercised hereunder) shall cease as of the date possession shall be taken by such public authority and the Rent shall be paid up to that day with a proportionate refund by Landlord of any prepaid Rent. If a substantial portion but less than all of the Leased Premises is taken by condemnation, Landlord and Tenant shall each have the right to terminate this Lease upon notice in writing to the other party within ninety (90) days after possession is taken by such condemnation. If this Lease is so terminated, it shall terminate as of the day possession shall be taken by such authority, and Tenant shall pay Rent and perform all of its obligations under this Lease up to that date with a proportionate refund by Landlord of any Rent as may have been paid in advance for a period subsequent to the date of the taking. If this Lease is not so terminated, it shall terminate only with respect to the parts of the Leased Premises so taken as of the day possession shall be taken by such authority, and Tenant shall pay Rent up to that day with a proportionate refund by Landlord of any Rent as may have been paid for a period subsequent to the date of the taking and, thereafter, the Monthly Base Rent and Tenant's Proportionate Share shall be reduced in direct proportion to the amount of area of the Leased Premises taken, and Landlord agrees, at the Landlord's cost and expense, as soon as reasonably possible to restore the Leased Premises on the land remaining to a complete premise of similar quality and character as existed prior to such appropriation or taking (to the extent feasible); provided that Landlord shall not be required to expend more on such restoration than an amount equal to a prorated share of the condemnation award received by Landlord (less all expenses, costs, legal fees and court costs incurred by Landlord in connection with such award) based upon the Leased Premises as compared to the total area affected by such condemnation. If any part of the Building is taken by condemnation as to render, in Landlord's judgment, the remainder unsuitable for use as a building, Landlord shall have the right to terminate this Lease upon notice in writing to Tenant within one hundred twenty (120) days after possession is taken by such condemnation without regard to whether such taking includes the Leased Premises or any part thereof. If Landlord so terminates this Lease, it shall terminate as of the day possession is taken by the condemning authority, and Tenant shall pay Rent, and perform all of its other obligations under this Lease up to that date with a proportionate refund by Landlord of any Rent as may have been paid in advance for a period subsequent to such possession. All damages awarded for any taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Leased Premises or for Tenant's leasehold improvements; provided, however, that Landlord shall not be entitled to any specific award made to Tenant for loss of business, or depreciation to, damage to, or costs of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to Tenant which awards, if any, shall inure to the benefit of Tenant.

29. **Liens.** Should any mechanic's or other lien be filed against the Leased Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be cancelled and discharged of record by bond or otherwise within ten (10) days after the date of such filing or be deemed to be in breach of this Lease. In no event shall anything contained in this section, or elsewhere in this Lease, be deemed to subject Landlord's interest in the Leased Premises to the lien of any person doing work for or furnishing materials at the instance and request of Tenant. Tenant shall not have any authority to create any liens for labor or material on or against Landlord's interest in the Leased Premises and all persons contracting with Tenant for the erection, installation, alteration, or repair of any building or other improvements in, on or to the Leased Premises, and all materialmen, contractors, subcontractors, sub-subcontractors, mechanics, and laborers are hereby charged with notice that they must look solely and only to Tenant's interests only in the Leased Premises to secure the payment of any bill for work done or material furnished during the Lease Term and, specifically, not to Landlord or Landlord's interest. Tenant agrees that it will include the language of this section in any contract or agreement for any work done by Tenant in the Leased Premises.

30. **Time.** The parties hereto agree that time is of the essence of this Lease and same shall apply to all terms and conditions contained herein.

31. **Waiver.** The failure of Landlord or Tenant to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any right or election herein contained, shall not be construed as a waiver, nor shall acceptance by Landlord or Tenant, as applicable, of an amount or an item of performance less than that due hereunder in any way prejudice Landlord or Tenant's rights.

32. **Interpretation; Applicable Law.** The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter, as appropriate. This Lease shall be construed and enforced under the laws of the State of Florida. Should any provisions of this Lease be illegal or unenforceable under such laws, it or they shall be considered severable and this Lease and its conditions shall remain in force and be binding upon the parties hereto just as though the illegal or unenforceable provisions had never been included herein. This Lease contains the entire understanding between the parties hereto and may be amended or modified only by written agreement signed by the parties.

33. **Authority.** If Tenant signs as a corporation, company, partnership, limited partnership or other firm or entity, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is duly authorized and existing, that Tenant has and is qualified to do business in the State of Florida, that Tenant has full right and authority to enter into this Lease, and that each person signing on behalf of the entity was authorized to do so and that all necessary action has been taken on behalf of Tenant in order to authorize Tenant to enter into this Lease, that such persons are duly authorized by the governing body of Tenant to execute and deliver this Lease on behalf of Tenant, that all Tenant's franchise and corporate or limited partnership taxes have been paid to date, and that all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due.

34. **Recording of Lease.** Tenant shall under no circumstances record this Lease, any portion or a memorandum thereof, without Landlord's express written consent, which consent may be arbitrarily withheld.

35. **Sale.** In the event the original Landlord hereunder, or any successor owner of the Building, shall sell or convey, or otherwise transfer the Building, all liabilities and obligations under this Lease on the part of the original Landlord, or a successor owner, accruing thereafter shall terminate and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant hereby agrees to attorn to any such new owner.

36. **Landlord's Right to Cure Default.** All agreements and provisions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of Rent. If Tenant shall fail to pay any sum of money, other than the Monthly Base Rent and Additional Rent required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated to, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease is provided. All sums so paid by Landlord and all necessary and incidental costs shall be deemed Additional Rent hereunder and shall be payable to Landlord upon demand, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of Rent or Additional Rent.

37. **No Light, Air or View Easement; Other Easements.** Any diminution or shutting off of light, air, or view by any structure which may be erected on lands adjacent to the Building shall in no way affect this Lease or impose any liability on Landlord. It is expressly agreed that Tenant does not acquire any right or easement to the use of any door or passageway in any portion of the Building, or in any premises adjoining such Building, except the easement of necessity of ingress and egress, if any, in the doors and passageway directly connecting with the Leased Premises, provided, however, that it is expressly agreed that Landlord shall have the right to close or obstruct any door or passageway into or from or connecting with the Leased Premises and to interfere with the use thereof whenever Landlord deems it necessary to affect alterations or repairs thereto or in and about any premises adjoining such doors or passageways. Landlord reserves the right to use, install, maintain, and repair pipes, ducts, and conduits within the walls, columns, and ceilings of the Leased Premises.

38. **Waiver of Jury Trial.** LANDLORD, TENANT, AND ANY GUARANTOR OF THIS LEASE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT ATTACHED

HERETO (INCLUDING ANY GUARANTY) AND ANY OTHER DOCUMENTS OR INSTRUMENTS HERETOFORE OR HEREAFTER EXECUTED OR DELIVERED OR CONTEMPLATED TO BE EXECUTED OR DELIVERED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD EXECUTING THIS LEASE.

39. **Radon Disclosure.** Under the laws of the State of Florida, Landlord is required to provide the following notice to Tenant:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The foregoing notice is provided in order to comply with state law and is for information purposes only.

At this time, Landlord does not conduct radon testing with respect to the Building. Further, Landlord disclaims any and all representations and warranties as to the absence of radon gas or radon gas producing conditions in connection with the Leased Premises.

40. **Renewal Options.** Provided there has not been an Event of Default during the term of this Lease, Tenant shall have the option to extend (hereinafter referred to as the "Extension Option") the Lease Term for Five (5) additional terms of One (1) year-s each, the first of which (the "First Extension Term") shall commence as of the date immediately following the expiration of the initial Lease Term, and the second of which (the "Second Extension Term") shall commence as of the date immediately following the expiration of the First Extension Term and so forth for each additional "Extension Term." Tenant shall give Landlord written notice (the "Renewal Notice") of Tenant's intention to exercise its Extension Option no later than one hundred and eighty (180) days prior to the expiration of the original Lease Term or the Each Extension Term, as applicable; provided that Tenant's failure to give the Renewal Notice within such period, whether due to Tenant's oversight, shall render this Extension Option null and void. Tenant shall not be permitted to exercise this Extension Option if an Event of Default has occurred under this Lease, nor shall Tenant be permitted to exercise the Extension Option for the Second Extension Term if Tenant has failed to extend the Lease Term for the First Extension Term in accordance with the provisions of this Section. Tenant shall be deemed to have accepted the Leased Premises in its "AS-IS" condition as of the commencement of the First Extension Term and the Second Extension Term, as applicable. The covenants and conditions of this Lease in force during the original Lease Term shall continue to be in effect during the First Extension Term and the Second Extension Term, except as follows: (i) The "Commencement Date" for the purposes of the First Extension Term and the Second Extension Term shall be the first day of the applicable Extension Term; (ii) The "Annual Base Rent" for the first lease year of the First Extension Term and the Second Extension Term shall increase by the greater of: (i) five percent (5%) above the Annual Base Rent for the immediately preceding Lease Year; or (ii) CPI as defined in Section 3, above; (iii) Additional Rent shall continue to be calculated and paid on a monthly basis during the First Extension Term and the Second Extension Term in the same manner as was applicable during the original Lease Term, plus applicable sales tax; (iv) Following the expiration of the Second Extension Term as provided herein, Tenant shall have no further right to renew or extend this Lease.

41. **Signs.** Tenant must erect a sign in the exterior of the Leased Premises (hereinafter referred to as the "Tenant's Sign"). Tenant must comply with all local codes and ordinances in the construction and installation of the Tenant's Sign. Tenant may use its standard logo and colors. Tenant should use channel letter with light and with or without raceway. Tenant may use window lights and window advertising.

42. **Tenant's Continuous Operations.** Tenant shall keep the Leased Premises continuously open for business with the public at least forty (40) hours each week, subject however to restrictions imposed by law or during the period of emergencies or other causes beyond Tenant's reasonable control. In the event Tenant shall fail to take possession

and open for business in the Leased Premises fully fixtured and staffed ninety (90) days after the Commencement Date, such failure to do business shall be an Event of Default pursuant to Section 14, without requirement for further notice or opportunity to cure default under the terms of this Lease.

43. **No Exclusive Use.** During the Lease Term and any extension thereof, Tenant may engage in Tenant's Use set forth in the Face Page in a non-exclusive manner and according to the terms set forth in Section 8 of this Lease.

44. **Relocation.** Landlord may at any time during the Lease Term, relocate Tenant and substitute for the Leased Premises other space (which would then become the "Leased Premises" for the purposes of this Lease) in the Building. The parties expressly agree that Landlord shall pay the reasonable physical moving costs of such relocation, but shall not be responsible for any other expenses, costs, losses, damages or injuries of any nature whatsoever. Tenant's relocation space shall be reasonably comparable to the current Leased Premises hereby leased. Tenant's relocation space shall be deemed to be comparable if it is within twenty percent (20%) of the size of the current Leased Premises. Tenant shall relocate within sixty (60) days (or such additional time as Landlord may direct) of Landlord's written notice to Tenant that Tenant do so. Tenant's failure to relocate within such sixty (60) day period shall be an Event of Default pursuant to Section 14, without requirement for further notice or opportunity to cure.

45. **Brokerage Indemnity.** Landlord and Tenant warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises or this Lease other than JM Real Estate, Inc. (Landlord's broker). Tenant agrees to indemnify Landlord against any loss, liability, and expense (including attorneys' fees) arising out of claims for fees or commissions from anyone other than with whom Tenant has dealt with regard to the Premises or this Lease. Landlord agrees to indemnify Tenant against any loss, liability, and expense (including attorneys' fees) arising out of claims for fees or commissions from anyone other than with whom Landlord has dealt with regard to the Premises or this Lease.

46. **No Partnership.** Landlord does not, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with Tenant.

47. **Confidentiality.** This Lease and its contents are hereby deemed to be confidential and each of Landlord and Tenant agrees not to disclose the terms and conditions of this Lease to any third party, other than to professional and legal advisors, consultants and auditors, if any, and except as required by law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto executed this instrument for the purposes herein expressed, the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Sign: _____
Print Name: _____

Print Name: _____
As to Landlord

WITNESSES:

Print Name: _____

Print Name: _____
As to Tenant

LANDLORD:

Palm Bay West LLC,
a Florida Limited Liability Company

By: _____
Print Name: Alberto Dayan
Title: Manager

TENANT:

City of Palm Bay Building Department

By: _____
Print Name: _____
Title: _____

GUARANTY

~~_____ **FOR VALUE RECEIVED** and in consideration for and as an inducement to Landlord making the within Lease with Tenant, the undersigned, on behalf of himself, his legal representatives, heirs, successors and assigns, jointly and severally, absolutely and unconditionally guarantees to Landlord, Landlord's successors and assigns, the full performance and observance of all the provisions therein provided to be performed and observed by Tenant, including the rules and regulations, without requiring any notice of non payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefore, and the undersigned expressly agrees that the validity of this agreement and the obligations of the undersigned guarantor hereunder shall not be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within Lease. The undersigned further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this Lease, notwithstanding any assignment of this Lease, and irrespective of any judgment entered against Tenant, and until Landlord shall have received actual payment of any such judgment, and such judgment shall only relieve the undersigned of liability to the extent of such payment is actually received. As a further inducement to Landlord to make this Lease and in consideration thereof, Landlord and the undersigned agree that, in any action or proceeding brought by either Landlord or the undersigned against the other on any matters whatsoever arising out of, or by virtue of the terms of this Lease or of this Guaranty, Landlord and the undersigned shall, and do hereby, absolutely and unconditionally waive trial by jury. In the event Landlord incurs any expenses in the enforcement of this Guaranty, whether legal action be instituted or not, the undersigned agrees to be liable for same (including, without limitation, reasonable attorney's fees) and to pay same promptly on demand by Landlord. The undersigned acknowledges receipt of a complete copy of the Lease with all Exhibits and other attachments, if any.~~

~~_____ Dated: _____~~

WITNESSES: _____ **GUARANTOR:** _____

Print Name: _____

Print Name: _____

Print Name: _____

(As to Guarantor)

EXHIBIT “A”

DESCRIPTION OF LANDLORD’S WORK

- Provide electrical, plumbing, mechanical and HVAC systems in good working order.
- Remove the existing water heater and replace with a new water heater of like size.
- Replace broken, damaged and missing ceiling tiles within the Premises.
- Remove the display cases in the front lobby and those stored in the electrical room.
- New flooring where needed throughout the space (excluding restrooms, breakroom, storage, telecom and janitorial rooms), carpet where needed in individual offices, VCT slip resistant tile floor in the lobby and hallways.
- Peeling wallpaper removed and related walls repaired and repainted.
- Landlord to remove the Brevard Eye Center sign on the façade.

Otherwise the space shall be delivered in “As-Is” condition.

EXHIBIT "B"

CERTIFICATE CONFIRMING DATES

This Certificate is being provided pursuant to that certain Lease Agreement dated as of _____, 2020 (the "**Lease**"), by and between Palm Bay West, LLC, a Florida Limited Liability Company, ("**Landlord**"), and City of Palm Bay Building Department ("**Tenant**"). The parties to the Lease desire to, and hereby do, confirm the following:

1. Effective Date: _____
2. Commencement Date: _____
3. Rent Commencement Date: _____
4. Expiration Date: _____

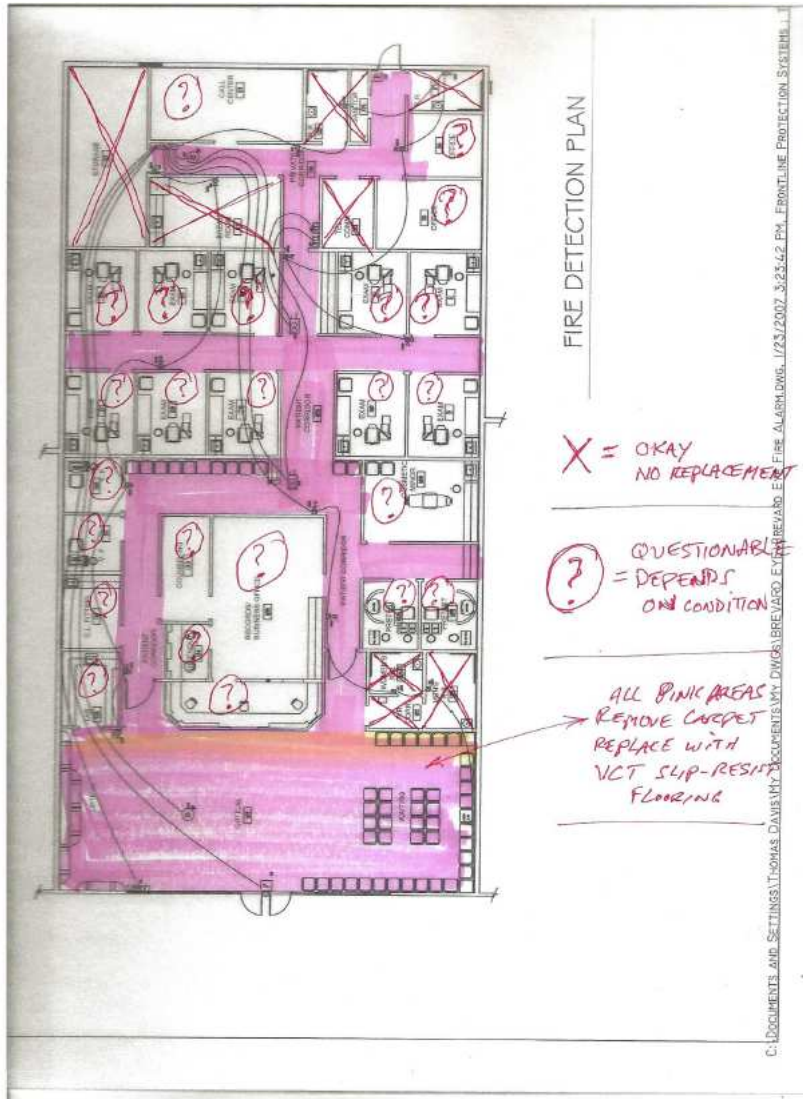
IN WITNESS WHEREOF, Landlord and Tenant have executed this Certificate under seal on _____, 2020.

Witnesses as to Landlord:	<u>LANDLORD:</u>
_____ Print Name: _____	Palm Bay West LLC, a Florida Limited Liability Company
_____ Print Name: _____ (SEAL)	By: _____ Print Name: _____ Title: _____

Witnesses as to Tenant:	<u>TENANT:</u>
_____ Print Name: _____	City of Palm Bay Building Department
_____ Print Name: _____ (SEAL)	By: _____ Print Name: _____ Title: _____

EXHIBIT "C"

FLOOR PLAN SUITE 105



ADDENDUM

This Addendum is in addition to the Lease between the parties dated day of _____, 2020, to which this Addendum is now attached and incorporated. In the event that any portion of the Lease and this Addendum are contradictory, the terms, conditions and provisions of this Addendum shall be paramount and controlling. The Lease, together with this Addendum, is collectively referred to here as the "Lease." All terms used in this Addendum shall have the meaning ascribed to them in the Lease.

Section 10 of the Lease is hereby modified and replaced to include with the following:

(a)Tenants Insurance. Tenant shall carry during the term hereof, general public liability insurance with a carrier and with policy limits reasonably satisfactory to Landlord, but which initially shall be not less than one million dollars (\$1,000,000) for each person injured, two million dollars (\$2,000,000) for any one accident and five hundred thousand dollars (\$500,000) for property damage. Said policies shall name Landlord as loss payee and additional insured, as its interests may appear, and shall provide that same shall not be cancelled except after thirty (30) days prior written notice to Landlord. Tenant shall provide Landlord with proof of such insurance coverage prior to the Commencement Date and immediately upon the renewal or change in any policy provided hereunder. All policies of insurance provided for in this section shall be issued in form acceptable to Landlord by insurance companies with general policyholder's rating of not less than "A" and a financial rating acceptable to the Landlord. Each and every such policy: (a) shall be issued in the names of Landlord and Tenant and any other parties in interest from time to time designated in writing; (b) shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest; (c) shall be delivered to Landlord and such other parties in interest within ten (10) days after delivery of possession of the Leased Premises to Tenant and thereafter within thirty (30) days prior to the expiration of each such policy and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent; (d) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and (e) shall contain a provision that Landlord and any such other parties in interest, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. Tenant agrees that Landlord shall not be responsible for any damage to Tenant's stock in trade, furniture, equipment, contents, or other personal property or removable items of any kind situated in the Leased Premises, for any reason whatsoever, and the Landlord shall not be required to carry insurance to cover any such items. In the event that Tenant fails to obtain any insurance required under this Lease or fails to furnish Landlord with proof of any such insurance as is required hereunder, Landlord may, but shall not be obligated to, obtain the same and any and all costs associated with obtaining any such insurance shall be deemed Additional Rent and shall be payable by Tenant to Landlord forthwith, together with interest thereon at the highest legal rate from the time of advancement to the date of repayment thereof. Tenant shall have no rights in any policy or policies maintained by Landlord and shall not be entitled to be named insured thereunder. Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene the Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord or which will in any way cause an increase in the insurance rates upon any portion of the Building. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other to the extent any loss is insured against (and to the extent Tenant is required under this Lease to insure against) under fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

(b)Self-Insurance, Notwithstanding anything else contained herein, at Tenant's option and so long as: (i) City of Palm Bay Building Department is the Tenant under this Lease; and (ii) Tenant or Guarantor have a net worth of \$100,000,000 (excluding goodwill) during any part of the Term of this Lease, Tenant may self-insure for some or all insurance obligations contained hereunder for so long as Tenant maintains said net worth requirement, except to the extent insurance is required by the State where the Premises is located and such State does not allow such liability to be self-insured. If Tenant desires to self-insure pursuant to this Section 10(b). Tenant shall deliver to Landlord at least thirty (30) days prior to self-insuring a notice that it intends to self-insure hereunder, together with financial statements evidencing that Tenant has met the net worth requirement set forth above. If at any time during the Term, Tenant is self-insuring pursuant to this Section 10(b) and Tenant's net worth falls below the minimum net worth requirement set forth above, then Tenant shall no longer be entitled to self-insure under this Subsection, and Tenant shall procure

all insurance otherwise required by this Section 10(a). If Tenant is self-insuring under this Subsection, rather than delivering the insurance certificate called for at the times set forth in Section 10(a) above, Tenant shall deliver a certificate of self-insurance to Landlord.

Any undertaking by Tenant to self-insure pursuant to this Section 10(b), shall not relieve Tenant from any of Tenant's other obligations under this Section, nor shall it serve to adversely affect Landlord. The rights and obligations of Landlord shall remain the same as if Tenant had obtained and maintained separate insurance from an independent institutional insurer of recognized responsibility for the coverages as provided herein. Tenant shall be liable as a self-insurer for the same coverages and the same amount of insurance as would Tenant's insurer if Tenant maintained the insurance described in Section 10(a) of the Lease.

In the event that Tenant ceases to self-insure, then, during the Term of this Lease, and thereafter so long as Tenant operates, uses or maintains any portion of the Premises Tenant must procure and maintain, at Tenant's sole cost and expense, during the term hereof the Insurance set forth in Section 10(a) of this Lease. Any failure to maintain the required insurance shall be sufficient cause for Landlord to terminate this Lease. No action taken by Landlord hereunder shall in any way relieve Tenant of its responsibilities under this Lease. The fact that insurance is obtained by Tenant shall not be deemed to release or diminish the liability of Tenant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Tenant, its principals, officers, agents, employees, persons under the supervision of Tenant, vendors, suppliers, invitees, consultants, subconsultants, subcontractors, or anyone employed directly or indirectly by any of them. Tenant and its insurers hereby waive all rights of recovery against Landlord and its officers, officials, employees, agents and volunteers, on account of injury, loss by or damage to the Tenant or its officers, employees, agents, consultants, contractors, subcontractors, invitees and volunteers, or its property or the property of others under its care, custody and control. Tenant shall give notice to its insurers that this waiver of subrogation is contained in this Lease. This requirement shall survive termination or expiration of this Lease. If Tenant should contract any work on the Premises or subcontract any of its obligations under this Lease, Tenant shall require each consultant, contractor and subcontractor to provide insurance protection in favor of Landlord, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the consultants', contractors' or subcontractors' certificates and endorsements shall be on file with Tenant and Landlord prior to the commencement of any work by the consultant, contractor or subcontractor.

Dated:

LANDLORD:

PALM BAY WEST LLC,

A Florida limited liability company

By: Alberto Dayan,
Title: Manager

TENANT:

**CITY OF PALM BAY
BUILDING DEPARTMENT**

By: _____

Name:
Title:



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Fred Poppe, Director of Parks and Recreation

DATE: 9/17/2020

RE: Consideration of co-sponsorship of the STEAM event to be held at Fred Poppe Regional Park by waiving fees and advertising event (\$150) (Deputy Mayor Johnson).

A STEAM event is being planned at Fred Poppe Regional Park on November 14, 2020. Deputy Mayor Johnson has been coordinating with the United Way of Brevard, Brevard County Public Schools, and other STEAM advocates to assist in organizing the event which will take place in the greenspace area outside of the Ted Whitlock Community Center. Staff is requesting consideration by City Council for co-sponsorship of the event by waiving of all fees and helping to organize and advertise said event. For a nonprofit rental (United Way of Brevard) the greenspace fee would be \$150.00.

REQUESTING DEPARTMENT:

Parks & Recreation

FISCAL IMPACT:

There will be no Fiscal Impact.

RECOMMENDATION:

Motion to approve cosponsorship of the Steam Event by waiving the \$150.00 fee.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Fred Poppe, Director of Parks and Recreation Department

DATE: 9/17/2020

RE: Consideration of utilizing Parks Impact Fees (\$997,473), Tourist Development Council grant funds (\$1,700,000), and Fund Balance Reserves (\$558,492) for Phase I construction of the Fred Poppe Regional Park campground.

On September 27, 2017, the City of Palm Bay presented the Fred Poppe Regional Park (FPRP) Campgrounds Project and vision to the Tourist Development Council. The project was approved by the TDC and received final approval by the Brevard County Commissioners on October 10, 2017. Palm Bay City Council accepted the TDC grant at the June 7, 2018 meeting. The agreement was signed on September 21, 2018. On July 18, 2019 Council directed staff to ask for a one-year extension. On August 28, 2019 a letter was sent to TDC asking for a one-year extension. The extension was granted to October 2020.

We are asking Council approval to move forward with Phase I construction of the Campgrounds which would consist of 138 full hook-up sites (Water, Sewer & Electric). The updated engineer's estimate to achieve this is \$3,255,965 and would include clearing and grubbing/earthwork, roadway clearing and subgrade, roadway base rock, storm drainage system, water distribution system and services, sanitary sewer system, signage, hydroseeding, electrical plans and installation, Nature Center, bond fees and overhead and profit.

We are asking City Council to allow us to use Parks Impact Fees from Nexus 32907 (\$462,637) and Nexus 32908 (\$534,836) totaling \$997,473 in combination with the \$1,700,000 TDC grant. The use of Parks Impact Fees will allow us to enhance our Recreation offerings that we presently have at FPRP in order to accommodate the new growth being experienced and new residents accompanying this. The campgrounds will allow our anticipated new residents and additional visitors to enjoy the outdoors and many active and passive recreational opportunities that Palm Bay has. The campers will also benefit local businesses that they will use for products and services. We are also asking City Council to use \$558,492 from Fund Balance Reserves that would complete the funding of \$3,255,965 needed to initiate Phase I.

If approved, staff will conduct a competitive procurement process to secure a contractor for the project. The projected Phase I costs may be further reduced as the previously approved septic to sewer project for this Park will support a portion of the needs for the Campground project,

and there are other costs that may be further reduced by having staff complete certain construction activities in-house rather than outsourcing. The results of the procurement process will be brought back to City Council for further review and consideration at a future Council meeting.

Additional funding that will be sought for future phases include a roadway/bridge connection to the St. Johns Heritage Parkway, asphalt surfacing and striping of the campground roadways (\$353,100) and 2 restroom facilities (\$800,000). The addition of the restrooms would allow for primitive campers on the 138 sites. Restrooms are a State requirement for sites that are used for primitive camping. At present we have 25 primitive sites available at our rustic camping area that has restroom facilities.

REQUESTING DEPARTMENT:

Parks & Recreation

FISCAL IMPACT:

Total cost of Phase I would be funded through Impact Fees \$534,836 account #192-4050-572-6308 and \$462,637 from account #193-4050-572-6308, \$1,700,000 from TDC grant and \$558,492 from Fund Balance Reserves totaling \$3,255,965.

RECOMMENDATION:

Motion to approve requested funding for Fred Poppe Regional Park Campground.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Leslie Hoog, Fire Chief

DATE: 9/17/2020

RE: Consideration of utilizing Fire Impact Fees to purchase a vehicle for the development of a training division within the Fire Department (\$43,740).

In keeping with the guidelines for impact fees, we are building a training division in our Department. Our increase in call volume and types of emergency calls has moved us to recognize it is now time to make more formal arrangements to conduct training for new hires and incumbent personnel. We are going to need a vehicle to move training equipment and props, so we need to purchase a pick-up truck for this purpose. The amount is \$43,740.00. The concept is with the development of the Department's training grounds we will be able to save the rental fees we now spend for training and conduct more department specific drills for our firefighters. Key to handling this is a vehicle to support these activities.

REQUESTING DEPARTMENT:

Fire Department

FISCAL IMPACT:

Total project costs of \$43,740.00 to be appropriated to GL account 190-6050-522-6403/Light Vehicles Fire Impact Fee Funds Fund Balance (Nexus 32909).

RECOMMENDATION:

Motion to approve appropriation of \$ 43,740.00 from Fire Impact Fees Fund 190 Balance.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Leslie Hoog, Fire Chief

DATE: 9/17/2020

RE: Consideration of utilizing Fire Impact Fees to build a high-water rescue vehicle (\$12,502).

Fire Rescue needs a high-water rescue vehicle for the growth on the western side of the City and the flood zones near Turkey Creek. These areas are prone to high water issues during tropical storm events. If there was a need to reach these citizens during these times the Department would struggle to safely remove or reach these residents. Fire Rescue currently has a vehicle that can be retrofitted to become a high-water rescue vehicle. The vehicle was assessed for this use and will work once the modifications are done. We are requesting to use \$12,501.95 in impact fees to complete this high-water vehicle for uses in those two areas. This will be the first time the Fire Department has had this type of rescue vehicle.

The expenditure is a necessary capital purchase being put into service due to growth in the area from new construction, thus necessitating the use of impact fees.

REQUESTING DEPARTMENT:

Finance, Fire Department

FISCAL IMPACT:

Total project costs of \$ 12,501.95 to be appropriated to GL account 190-6050-522-6403/Light Vehicles Fire Impact Fee Funds Fund Balance (Nexus 32907 and 32905).

RECOMMENDATION:

Motion to approve appropriation of \$ 12,501.95 from Fire Impact Fees Fund 190 Balance.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Christopher A. Little, P.E.; Yvonne McDonald, Finance

DATE: 9/17/2020

RE: Consideration of the appropriation of funds for meter services additional expenditure (\$113,400) and recognition of installation fees revenue (\$189,228), with the remainder funds going into Reserves (\$75,828).

The cost of new water meters has been higher than anticipated in FY 20 due to increased connections to the system. As a result, the Meter Services capital line item is over budget in the Utilities Operating Fund by \$68,393.73 as of August 31, 2020, with one month remaining in the fiscal year. In order to fund new meter installations through the end of the fiscal year, a budget amendment for \$113,400.00 is requested.

This expenditure has a direct revenue source derived from the fees paid for the meters and related installation costs for connection to the system. This revenue account is over the budgeted projection by \$159,227.74 as of August 31, 2020, with one month remaining in the fiscal year. The excess revenue will be recognized in order to fund the increase to the Meter Services expenditure account without the use of undesignated fund balance.

REQUESTING DEPARTMENT:

Utilities, Finance

FISCAL IMPACT:

Total estimated cost increase for the Meter Services is \$113,400.00 and the increase in Installation Fees revenue is \$189,228.00, with the difference of \$75,828.00 going into Reserves. A budget amendment will be submitted to cover the increased costs and to recognize the increase in revenue. Pending approval of the budget amendment, funds will be available in the Utilities Department's Operating Fund 421-8020-533-6322 and 421-0000-343-3006.

RECOMMENDATION:

Motion to approve the appropriation of funds in the amount of \$113,400.00 and the offsetting revenue in the amount of \$189,228.00 on the next scheduled FY 20 budget amendment for the additional expenditure for Meter Services.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

DATE: 9/17/2020

RE: Consideration of a budget amendment from City Manager's Office to Parks and Recreation to cover costs associated with the purchase of bracket kits for the Military Banner Program (\$3,618).

On the July 16th 2020 Regular Council Meeting, Council approved establishing a City Military Banner Program as a result of a Youth Advisory Board recommendation. The program will allow the City to show support and honor our local military members and veterans. The City Managers Office is requesting a Budget Amendment be approved transferring from CMO Account 001-1210-512-4001 (Travel & Per Diem) to Parks Account 001-4020-572-5220 (Equipment), in order to cover costs associated with purchasing 100 24" bracket kits, which is offered at a discounted rate of \$34 each when over 50 sets, plus a flat fee shipping rate.

Additionally, after further development of the program parameters, staff will be establishing this first year of the banner program as a Pilot program, and the banners will be on display from November (Veteran's Day) through May (Memorial Day). Staff originally reviewed the concept of installing the banners along City streets on FPL light poles. Upon review of information received from FPL, banners are allowed on FPL poles only between November and January, and the City would need to execute an agreement with FPL in order to install banners on FPL poles. Based on this first year being a pilot program, and the additional maintenance of traffic involved for staff in installing banners along main corridors, this initial year they will be installed on light poles at select City parks.

REQUESTING DEPARTMENT:

City Manager's Office, Parks & Recreation

FISCAL IMPACT:

The total cost of the bracket kits is \$3,618 and will be transferred from City Manager Account 001-1210-512-4001 to Parks Account 001-4020-572-5220. Pending approval by Council, a budget amendment will be submitted and will appear on the fifth and final Budget Amendment.

RECOMMENDATION:

Motion to approve a Budget Amendment to cover costs associated with the purchase of bracket kits for the Military Banner Program.

ATTACHMENTS:

Description

Budget Amendment document

City Council Approval Date

Justification for Budget Amendment Request

--

Justification, if "No" →

Budget Office Representative

H.T.E. Entry Date
Entered By
Date Journalized



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

DATE: 9/17/2020

RE: Consideration of a budget amendment from City Manager's Office to Public Works to cover costs associated with the City Hall Complex directional signage project (\$769).

The City Manager's Office is requesting a Budget Amendment be approved transferring from City Manager's Account 001-1210-512-5401 (Dues & Memberships) to Public Works Account 001-7026-541-5213 (Traffic Control Supplies), in order to cover costs associated with the City Hall Complex directional signage project. These monies will cover lettering for City Hall buildings to match the recently installed directional signs.

REQUESTING DEPARTMENT:

City Manager's Office, Public Works

FISCAL IMPACT:

The total cost of the lettering is \$768.99 and will be transferred from CMO Acct No. 001-1210-512-5401 to Public Works Acct No. 001-7026-541-5213. Pending approval by Council, a budget amendment will be submitted and will appear on the next quarterly BA #5.

RECOMMENDATION:

Motion to approve a Budget Amendment to cover costs associated with the purchase of lettering for City Hall buildings.

ATTACHMENTS:

Description

Budget Amendment document

City Council Approval Date

Justification for Budget Amendment Request

--

Justification, if "No" →

Budget Office Representative

H.T.E. Entry Date
Entered By
Date Journalized



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Yvonne McDonald, Finance Director

DATE: 9/17/2020

RE: Acknowledgement of the City's monthly financial report for July 2020.

Attached for your information is the monthly financial report which provides an overview of the City's financial activities that occurred through July 31, 2020. July is the tenth month of the fiscal year and represents 83% of the annual budget year.

The General Fund is the City's primary operating fund. General Fund revenues received through July were \$62.5 million or 76.3% of the annual budget. General Fund expenditures through the end of July were \$60.6 or 73.9% of the annual budget. General Fund total cash & investments on July 31, 2020 was \$22.3 million, \$3.8 million or 20.6% higher than one year ago.

General Fund revenues collected through July 2020, overall were less than one percent (0.4%) higher than revenues collected during the same period last year. This is attributable to revenue collections for Local Gas Tax, State Shared Revenues, Fines and Forfeitures, and other revenues coming in 10 to 31 percent lower than they did for the same period in 2019. General Fund expenditures overall were also less than one percent (0.7%) less than what was expended during the same period a year ago.

Reimbursement due to General Fund from the Community Development Block Grants totaled \$412,400.04 at the end of July 2020.

Pages 13 through 15, provides a summary of all funds' budget, revenues and expenditures posted through July 31, 2020.

REQUESTING DEPARTMENT:

Finance

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to acknowledge receipt of the July 2020 Financial Report.

ATTACHMENTS:**Description**

JULY 2020 FINANCIAL REPORT



MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2020

City of Palm Bay, Florida

Report Summary



Financial Report Summary	Page 1
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MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2020

CITY OF PALM BAY, FLORIDA



The City of Palm Bay, Florida's (the "City") monthly financial report presents an overview and analysis of the City's financial activities during the month of July 2020. July is the tenth month of the fiscal year and represents 83% of the annual budget.

Financial Report Summary

- Citywide revenues¹ of \$219.1 million are at 70.5% of the annual budget. Citywide expenditures¹ of \$142.5 million are at 45.9% of the annual budget. Traditionally revenue collections are two months in arrears. For this reason, certain revenues for grants and other governmental resources are accrued at year end to reflect the period in which it represents.
- Citywide cash and investments increased by \$19.1 million, or 16.6%, in comparison to the prior year.
- Most of the increased citywide revenues were a result of \$51.6 million in proceeds of the Taxable Special Obligation Refunding Bonds, Series 2019, which closed in December 2019.

Citywide - Cash & Investments ¹		Citywide - Revenues ¹		Citywide - Expenditures ¹	
7/31/2020	\$ 133,884,544.66	7/31/2020	\$ 219,100,419.77	7/31/2020	\$ 142,456,954.78
7/31/2019	114,801,114.78	7/31/2019	158,269,203.30	7/31/2019	142,086,558.92
Increase	16.6% \$ 19,083,429.88	Increase	38.4% \$ 60,831,216.47	Increase	0.3% \$ 370,395.86

¹ Not including Cash, Revenues, or Expenditures from G.O. Bond Accounts or PB Municipal Foundation.

- General Fund revenues of \$62.5 million are at 76.3% of the annual budget. This is an increase of \$0.23 million, or 0.4%, in comparison to the prior year.
- General Fund expenditures of \$60.6 million are at 73.9% of the annual budget. This is an increase of \$0.41 million, or 0.7%, in comparison to the prior year.
- General Fund cash and investments increased by \$3.8 million, or 20.6%, in comparison to the prior year. Of this increased General Fund cash, \$800,000 is reserved.

General Fund - Cash & Investments		General Fund - Revenues		General Fund - Expenditures	
7/31/2020	\$ 22,333,594.57	7/31/2020	\$ 62,530,623.47	7/31/2020	\$ 60,617,224.77
7/31/2019	18,522,678.52	7/31/2019	62,304,726.44	7/31/2019	60,206,340.67
Increase	20.6% \$ 3,810,916.05	Increase	0.4% \$ 225,897.03	Increase	0.7% \$ 410,884.10

The General Fund is the City's primary operating fund and is used to account for all resources except those that are required to be accounted for in another fund.

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

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

MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2020

CITY OF PALM BAY, FLORIDA



General Fund (GF) Revenues - Summary

➤ FY 2020 YTD Revenue Variance

As Compared to Prior Year

	Prior YTD	Current YTD	% Variance	Annual Budget
Ad Valorem Taxes	\$ 31,717,067	\$ 33,654,849	6.1%	\$ 33,163,426
Local Option Fuel Tax (1)	3,200,399	2,878,357	-10.1%	3,872,511
Utility Service Taxes	5,871,479	6,078,920	3.5%	8,921,500
Communication Service Tax	1,705,233	1,746,923	2.4%	2,588,443
Franchise Fees	3,525,035	3,397,377	-3.6%	5,680,000
State Shared Revenues (2)	3,055,905	2,489,475	-18.5%	4,907,579
Half Cent Sales Tax	4,558,849	4,390,736	-3.7%	7,012,709
Licenses and Permits	596,939	613,912	2.8%	622,000
Grants and Other Entitlements	841,669	902,049	7.2%	2,524,701
Charges for Services	3,565,152	3,771,053	5.8%	4,406,348
Fines and Forfeitures (3)	412,208	331,220	-19.6%	444,300
Interest, Rents & Other Revenues (4)	790,842	583,401	-26.2%	723,200
Interfund Transfers & Other Sources (5)	2,463,950	1,692,352	-31.3%	4,640,866
Fund Balance	-	-	0.0%	2,494,828
	\$ 62,304,726	\$ 62,530,623	0.4%	\$ 82,002,411

(1) Decrease primarily due to decreased year-to-date Local Option Fuel Tax in FY20.

(2) Decrease primarily due to decreased year-to-date State Shared Revenues in FY20 as a result of COVID-19.

(3) Decrease primarily due to decreased year-to-date revenues from Code Compliance Violations, Judgments and Fines in FY20.

(4) Decrease primarily due to decreased year-to-date revenues from Interest Earnings and Property Lease in FY20.

(5) Decrease primarily due to decreased year-to-date Sales Proceeds from Capital Assets and pause in monthly budgeted transfer from Utilities to General Fund in FY20.

MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2020

CITY OF PALM BAY, FLORIDA



General Fund (GF) Expenditures - Summary

➤ FY 2020 YTD Expenditure Variance
As Compared to Prior Year

	Prior YTD	Current YTD	% Variance	Annual Budget
Legislative	\$ 621,317	\$ 675,344	8.7%	\$ 812,155
City Manager (1)	591,773	810,471	37.0%	1,133,730
City Attorney	264,333	285,347	7.9%	580,065
Procurement	442,245	437,367	-1.1%	553,768
Finance (2)	1,187,952	1,329,387	11.9%	1,598,467
Information Technology	2,510,626	2,266,605	-9.7%	2,941,636
Human Resources (3)	694,954	503,330	-27.6%	805,870
Growth Management	1,216,232	1,186,496	-2.4%	1,734,917
Economic Development (4)	625,954	315,976	-49.5%	450,344
Parks and Recreation	3,278,844	3,444,104	5.0%	5,649,387
Facilities (5)	4,672,567	2,084,731	-55.4%	2,838,570
Police	16,698,776	17,142,022	2.7%	21,971,825
Fire	12,226,614	12,739,825	4.2%	15,839,333
Public Works	4,115,344	4,445,412	8.0%	6,820,658
Non-Departmental (6)	3,781,631	4,306,622	13.9%	8,443,034
Transfers (7)	7,277,179	8,644,185	18.8%	9,828,652
	\$ 60,206,341	\$ 60,617,225	0.7%	\$ 82,002,411

(1) Increase primarily due to incorporating Public Information Division under City Manager's Office in FY20.

(2) Increase primarily due to staff reorganization bringing Payroll back into Finance and adding one position to Finance Administration in FY20.

(3) Decrease primarily due to staff reorganization bringing Payroll back to Finance in FY20.

(4) Decrease primarily due to \$200,000 Florida Institute of Technology Grant in FY19 and from moving Public Information Division to CMO.

(5) Decrease primarily due to high costs incurred for Machinery and Equipment to conform to Honeywell Energy Savings Lease in FY19.

(6) Increase primarily due to higher budgeted allocation to Fleet Operating Charges and to Liability/Property Insurance in FY20.

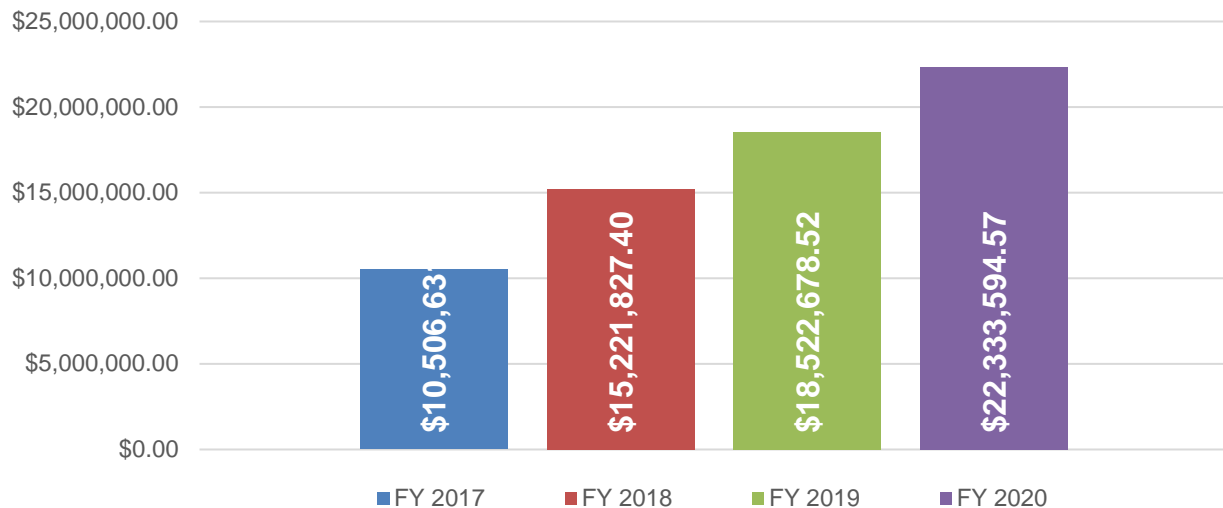
(7) Increase primarily due to higher year-to-date transfers to Fleet Services Fund in FY20.

	YTD Actual	YTD Budget	Annual Budget	% Spent
Debt Service	\$ 4,871,143.44	\$ 5,003,283	\$ 6,003,940	81.1%
Personnel	41,076,049.92	42,822,292	51,386,750	79.9%
Operating	10,338,313.72	15,366,748	18,440,097	56.1%
Capital	558,666.27	1,955,760	2,346,912	23.8%
Contributions	9.42	-	-	0.0%
Transfers	3,773,042.00	3,187,260	3,824,712	98.6%
Reserves	-	-	-	0.0%
	\$ 60,617,224.77	\$ 68,335,343	\$ 82,002,411	73.9%

The total budgeted expenditures for 2020 are \$82,002,411 (including encumbrances from prior year and budget amendments). Of this amount, \$51,386,750 or 62.7%, is related to personnel costs.

General Fund (GF) Cash & Investments - Summary

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



General Fund Cash & Investments		General Fund Cash & Investments	
Prior Month Ending Balance	\$ 26,220,094.00	July 2020 Ending Balance	\$ 22,333,594.57
Cash Increase (Decrease)	(3,886,499.43)	Cash Advanced to Other Funds:	
Ending Balance 7/31/2020	\$ 22,333,594.57	CDBG	(412,400.04)
		Total Available Cash & Investments	\$ 21,921,194.53

General Fund (GF) Balance - Summary

	Prior YTD	Current YTD
<u>REVENUES</u>		
Ad Valorem Taxes	\$ 31,717,067	\$ 33,654,849
Local Option Fuel Tax	3,200,399	2,878,357
Utility Service Taxes	5,871,479	6,078,920
Communication Service Tax	1,705,233	1,746,923
Franchise Fees	3,525,035	3,397,377
State Shared Revenues	3,055,905	2,489,475
Half Cent Sales Tax	4,558,849	4,390,736
Licenses and Permits	596,939	613,912
Grants and Other Entitlements	841,669	902,049
Charges for Services	3,565,152	3,771,053
Fines and Forfeitures	412,208	331,220
Interest, Rents and Other Revenues	790,842	583,401
Interfund Transfers and Other Sources	2,463,950	1,692,352
Total Revenues	62,304,726	62,530,623
<u>EXPENDITURES</u>		
Legislative	621,317	675,344
City Manager	591,773	810,471
City Attorney	264,333	285,347
Procurement	442,245	437,367
Finance	1,187,952	1,329,387
Information Technology	2,510,626	2,266,605
Human Resources	694,954	503,330
Growth Management	1,216,232	1,186,496
Economic Development	625,954	315,976
Parks and Recreation	3,278,844	3,444,104
Facilities	4,672,567	2,084,731
Police	16,698,776	17,142,022
Fire	12,226,614	12,739,825
Public Works	4,115,344	4,445,412
Non-Departmental	3,781,631	4,306,622
Transfers	7,277,179	8,644,185
Total Expenditures	60,206,341	60,617,225
Excess (Deficiency) of Revenues Over Expenditures	2,098,386	1,913,399
Fund Balance - Beginning	14,972,626	19,098,786
Fund Balance - Ending	\$ 17,071,013	21,012,185

General Fund (GF) Balance - Summary

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

General Fund Balance - History			
	Minimum <u>Required</u>	Actual <u>Fund Balance</u>	Fund Balance <u>Percentage</u>
FY 2019	\$ 6,784,007	\$ 19,098,786	28.2%
FY 2018	6,478,266	14,972,626	23.1%
FY 2017	6,107,113	8,631,987	14.1%
FY 2016	5,594,175	9,174,581	16.4%
FY 2015	5,311,438	8,282,350	15.6%
FY 2014	5,321,416	10,040,314	18.9%

MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2020

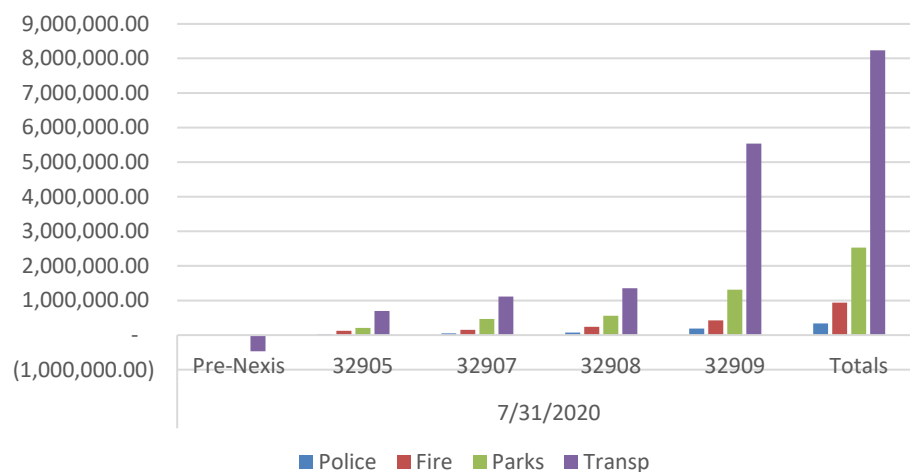
CITY OF PALM BAY, FLORIDA



Impact Fees by Nexus Zone - Cash & Investments - Summary

	Pre-Nexis	32905	32907	32908	32909	Totals
Police	37.64	21,406.58	52,012.23	73,762.30	188,233.09	335,451.84
Fire	280.97	121,931.61	152,289.26	238,740.62	425,070.67	938,313.13
Parks	(20,253.04)	208,558.84	466,150.70	560,978.33	1,313,647.00	2,529,081.83
Transp	(465,990.32)	696,902.91	1,115,406.40	1,352,855.44	5,534,221.43	8,233,395.86
Totals	(485,924.75)	1,048,799.94	1,785,858.59	2,226,336.69	7,461,172.19	12,036,242.66

Impact Fees Cash & Investments



MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2020

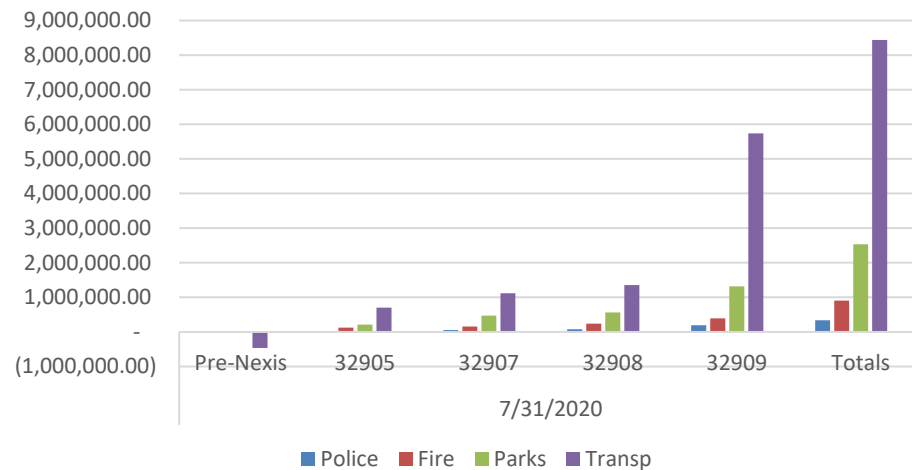
CITY OF PALM BAY, FLORIDA



Impact Fees by Nexus Zone – Fund Balance - Summary

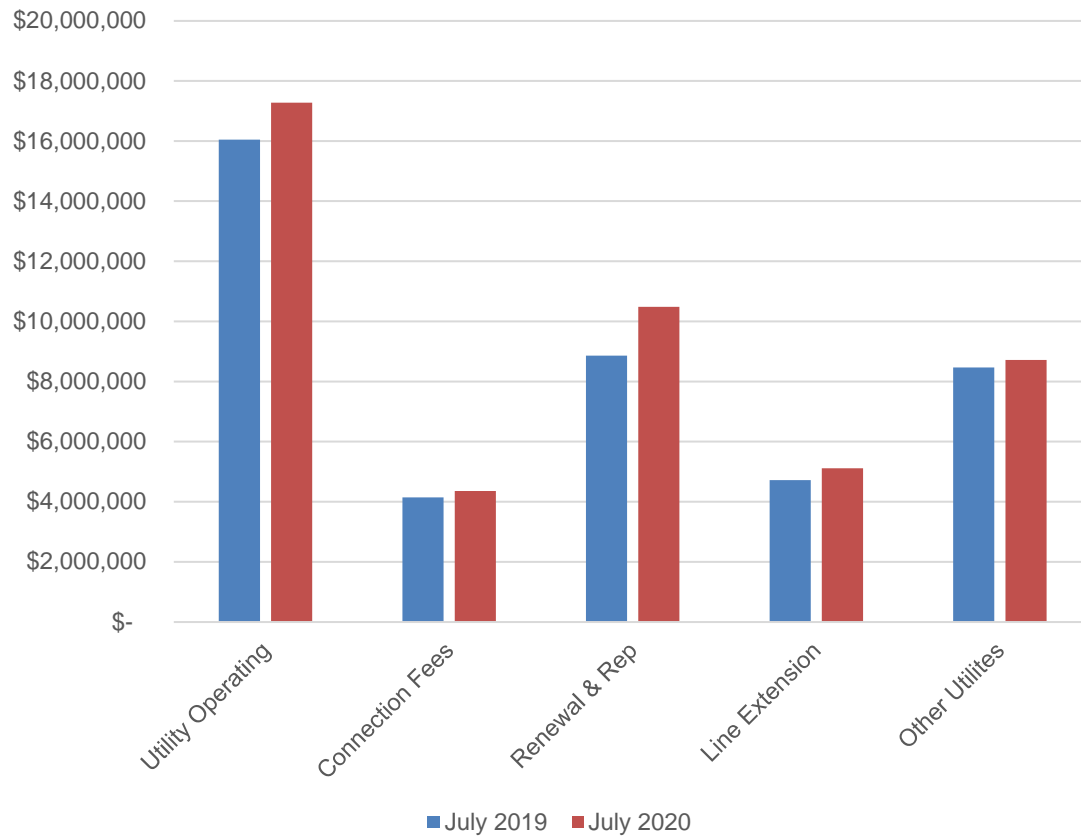
	Pre-Nexis	32905	32907	32908	32909	Totals
Police	37.64	21,406.58	52,012.23	73,765.30	188,233.09	335,454.84
Fire	280.97	121,931.61	152,289.26	238,740.62	388,089.31	901,331.77
Parks	(20,253.04)	208,558.84	466,150.70	560,978.33	1,313,647.00	2,529,081.83
Transp	(465,990.32)	696,902.91	1,115,406.40	1,352,855.44	5,738,148.75	8,437,323.18
Totals	(485,924.75)	1,048,799.94	1,785,858.59	2,226,339.69	7,628,118.15	12,203,191.62

Fund Equity by Zone



Utilities Fund Cash & Investments - Summary

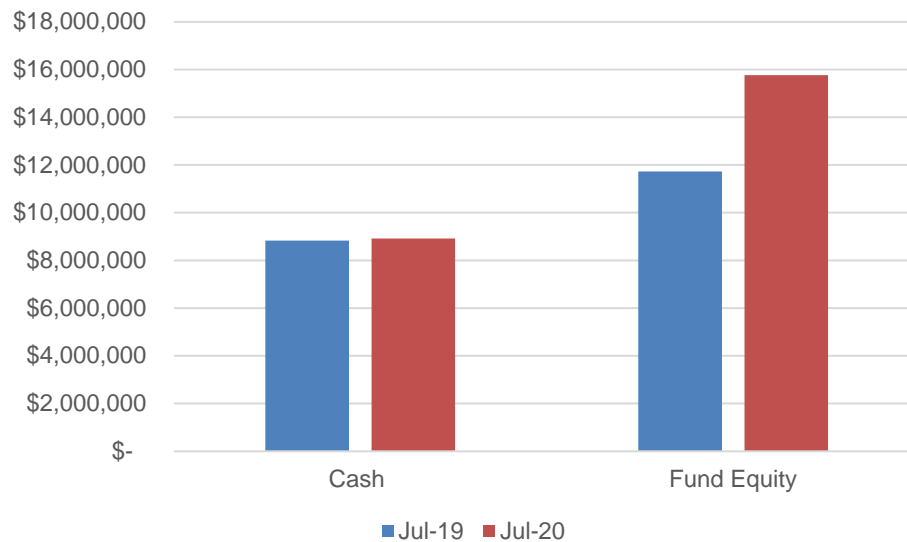
Year-to-Date (YTD) Comparison: Water & Sewer



Overall, the Water & Sewer Funds cash and investments were \$3.71 million, or 8.8%, more as of July 2020 as compared to July 2019.

Stormwater Fund Cash & Equity - Summary

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

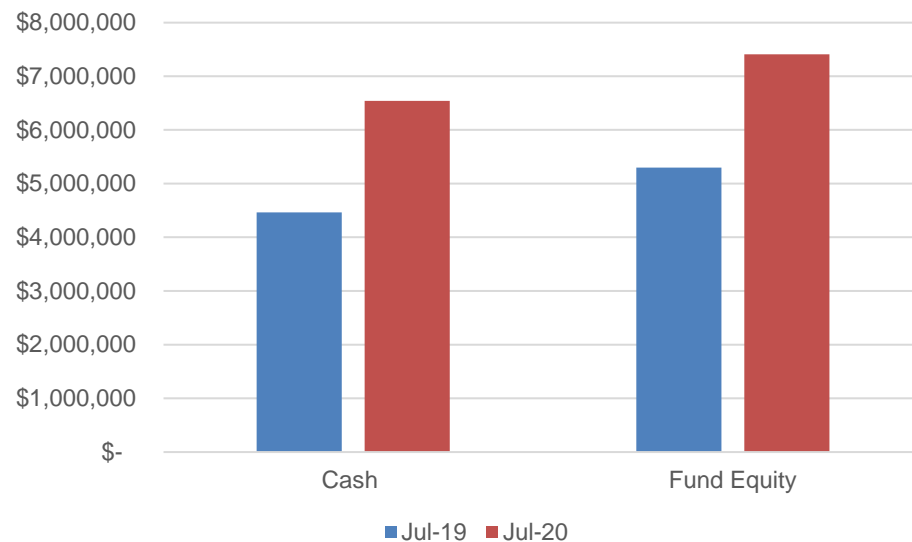


Overall, the Stormwater cash and investments were \$83,175, or 0.9%, more as of July 2020 as compared to July 2019.

Overall, the Stormwater fund equity was \$4,035,113, or 34.4%, more as of July 2020 as compared to July 2019.

Building Fund Cash & Equity - Summary

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

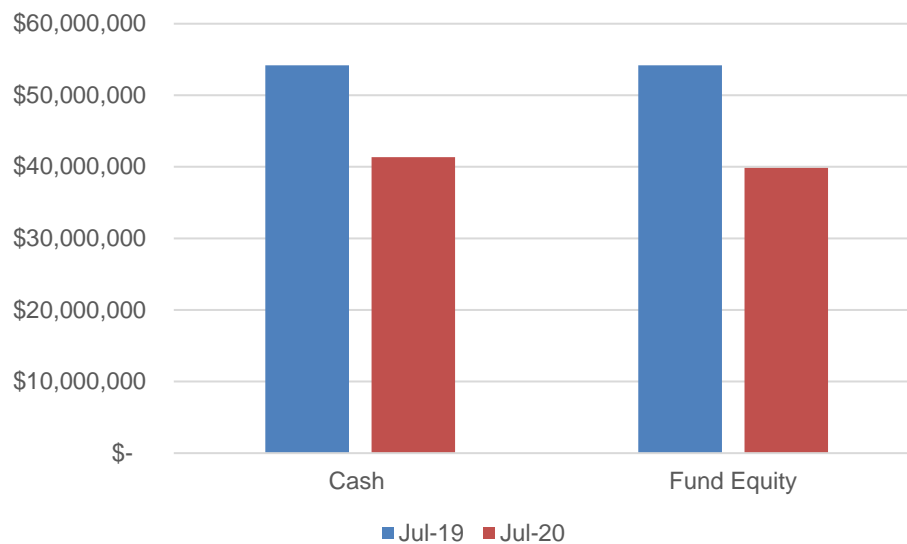


Overall, the Building cash and investments were \$2,077,326, or 46.6%, more as of July 2020 as compared to July 2019.

Overall, the Building fund equity was \$2,111,034, or 39.9%, more as of July 2020 as compared to July 2019.

General Obligation Road Program Fund Cash & Equity - Summary

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



The General Obligation Road Program cash and investments were \$41,343,733 as of July 2020, or 23.7% less than July 2019.

The G.O. Road Program Fund equity was \$39,847,356 as of July 2020, or 26.4% less than July 2019.

MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2020

CITY OF PALM BAY, FLORIDA



Financial Activity - All Funds

City of Palm Bay, Florida

As of July 31, 2020

83% of fiscal year completed

		Budget		Revenues		Expenditures	
Fund #	Description	Original Budget	Revised Budget	Current Year to Date	Percent of Revised	Current Year to Date	Percent of Revised
General Fund							
001	General Fund	\$75,662,828	\$82,002,411	\$62,530,623	76.3%	\$60,617,225	73.9%
Special Revenue Funds							
101	Law Enforcement Trust Fund	5,000	171,500	116,615	68.0%	78,899	46.0%
103	Palm Bay Municipal Foundation	31,000	31,000	26,819	86.5%	24,285	78.3%
105	Code Nuisance Fund	158,600	158,600	164,360	103.6%	51,670	32.6%
111	State Housing Grant Fund	182,500	1,733,577	5,199	0.3%	468,329	27.0%
112	Comm Devel Block Grant Fund	806,782	1,379,261	88,721	6.4%	494,316	35.8%
114	Home Invest Grant Fund	304,092	493,134	58,086	11.8%	8,480	1.7%
123	NSP Program Fund	883,802	881,415	40,000	4.5%	32,232	3.7%
131	Donations Fund	0	0	17,316	0.0%	20,534	0.0%
161	Environmental Fee Fund	72,000	72,000	95,271	132.3%	0	0.0%
181	Bayfront Comm Redev Fund	1,410,370	1,494,687	1,414,138	94.6%	780,632	52.2%
Impact Fee Funds							
152	Police Impact Fees	32,500	0	38	0.0%	0	0.0%
153	Fire Impact Fees	212,500	0	281	0.0%	0	0.0%
154	Parks Impact Fees	470,000	0	781	0.0%	0	0.0%
155	Trans Impact Fee Fund	3,151,610	45,054	4,315	9.6%	45,053	100.0%
180	Police Impact Fees - 32905	0	7,231	17,351	239.9%	6,512	90.1%
183	Police Impact Fees - 32907	0	13,043	39,707	304.4%	6,517	50.0%
184	Police Impact Fees - 32908	0	13,769	62,934	457.1%	6,519	47.3%
186	Police Impact Fees - 32909	0	24,477	141,686	578.9%	6,545	26.7%
187	Fire Impact Fees - 32905	0	4,756	77,791	1635.6%	39	0.8%
188	Fire Impact Fees - 32907	0	99,497	79,773	80.2%	54,585	54.9%
189	Fire Impact Fees - 32908	0	47,555	110,604	232.6%	51	0.1%
190	Fire Impact Fees - 32909	0	516,890	261,415	50.6%	212,308	41.1%
191	Parks Impact Fees - 32905	0	27,969	173,589	620.6%	69	0.2%
192	Parks Impact Fees - 32907	0	394,689	176,601	44.7%	11,753	3.0%
193	Parks Impact Fees - 32908	0	105,313	245,019	232.7%	87	0.1%
194	Parks Impact Fees - 32909	0	259,374	556,270	214.5%	282	0.1%
196	Trans Impact Fees - 32905	0	33,421	149,774	448.1%	236	0.7%
197	Trans Impact Fees - 32907	0	1,123,757	781,955	69.6%	486,813	43.3%
198	Trans Impact Fees - 32908	0	446,061	899,621	201.7%	21,952	4.9%
199	Trans Impact Fees - 32909	0	2,793,289	2,514,245	90.0%	1,627,728	58.3%

MONTHLY FINANCIAL REPORT (UNAUDITED)
JULY 2020
CITY OF PALM BAY, FLORIDA



Financial Activity - All Funds
City of Palm Bay, Florida
As of July 31, 2020
83% of fiscal year completed

		Budget		Revenues		Expenditures	
Fund #	Description	Original Budget	Revised Budget	Current Year to Date	Percent of Revised	Current Year to Date	Percent of Revised
Debt Service Funds							
201	Debt Service Fund	555,830	555,830	4,991,264	898.0%	4,991,265	898.0%
214	2004 Pension Bond Debt Svc Fd	156,000	156,000	129,742	83.2%	140,000	89.7%
219	2010 PST Revenue Bonds DS Fd	467,002	467,002	344,718	73.8%	464,796	99.5%
221	2013 Pension Bonds DS Fund	3,523,088	2,854,116	1,355,390	47.5%	2,839,644	99.5%
222	2014 LOGT Note DS Fd	640,350	640,350	638,881	99.8%	626,010	97.8%
223	2015 Franchise Fee Note DS Fd	534,644	534,644	444,608	83.2%	526,064	98.4%
224	2015 Sales Tax Bonds DS Fd	830,255	830,255	690,083	83.1%	189,348	22.8%
225	2015 Sales Tax Bonds DS Fd - TIF	231,277	231,277	229,620	99.3%	52,078	22.5%
226	2016 Franchise Fee Note DS Fd	321,828	321,828	267,549	83.1%	308,064	95.7%
227	2018 LOGT Note DS Fd	778,472	778,472	775,526	99.6%	760,626	97.7%
228	2019 GO Bonds DS Fd	3,529,647	3,535,895	3,593,912	101.6%	3,529,647	99.8%
229	2019 Pension Bonds DS Fund	0	52,681,949	53,439,121	101.4%	817,068	1.6%
Capital Projects Funds							
301	Community Investment Fund	3,918,520	8,245,911	172,412	2.1%	153,743	1.9%
306	2015 FF Nt Procds I-95 Intchg Fd	7,000	465,250	481	0.1%	251,356	54.0%
307	Road Maintenance CIP Fd	858,684	3,304,132	987,653	29.9%	36,676	1.1%
308	'18 LOGT Nt Procds-Rd I-95 Fd	110,000	3,171,613	22,770	0.7%	2,734,014	86.2%
309	GO Bond Proceeds-Road Fd	0	43,007,634	575,405	1.3%	14,973,102	34.8%

MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2020

CITY OF PALM BAY, FLORIDA



Financial Activity - All Funds

City of Palm Bay, Florida

As of July 31, 2020

83% of fiscal year completed

		Budget		Revenues		Expenditures	
Fund #	Description	Original Budget	Revised Budget	Current Year to Date	Percent of Revised	Current Year to Date	Percent of Revised
Proprietary Funds							
Utility Funds							
421	Utilities Operating Fund	32,799,419	40,560,643	25,393,961	62.6%	21,905,658	54.0%
423	Utility Connection Fee Fund	3,607,662	4,152,342	3,565,644	85.9%	2,898,422	69.8%
424	Utility Renewal / Replace Fd	4,851,320	14,337,173	5,704,688	39.8%	3,982,708	27.8%
425	Main Line Extension Fee Fund	1,681,987	1,981,381	1,350,618	68.2%	1,114,964	56.3%
426	2016 Utility Bond Fund	1,341,010	1,341,010	1,117,928	83.4%	105,380	7.9%
427	2001 Bond Fund	1,958,500	1,958,500	1,640,550	83.8%	0	0.0%
428	2014 Utility Note DS Fund	148,972	148,972	123,868	83.1%	1,494	1.0%
431	USA1 Assessment Fund	233,311	233,311	273,034	117.0%	219,877	94.2%
432	Unit 31 Assessment Fund	390,361	390,361	420,709	107.8%	289,609	74.2%
433	Utility SRF Loan Fund	0	20,000,000	0	0.0%	0	0.0%
Other Enterprise Funds							
451	Building Fund	3,565,000	3,940,934	3,582,440	90.9%	2,069,081	52.5%
461	Stormwater Fund	10,407,832	14,966,490	10,391,385	69.4%	7,819,877	52.2%
471	Solid Waste Fund	6,199,556	6,239,525	5,093,949	81.6%	4,789,871	76.8%
Internal Service Funds							
511	Employee Health Insurance Fd	14,672,790	14,665,104	11,179,206	76.2%	9,090,067	62.0%
512	Risk Management Fund	4,594,213	4,545,835	4,291,067	94.4%	2,898,359	63.8%
513	Other Employee Benefits Fd	4,318,103	4,318,103	3,599,834	83.4%	2,566,459	59.4%
521	Fleet Services Fund	4,860,377	7,220,686	6,057,643	83.9%	2,775,007	38.4%



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Frank Watanabe, Public Works Director

DATE: 9/17/2020

RE: Ordinance 2020-52, vacating a portion of the rear public utility and drainage easement located within Lot 35, Block 2745, Port Malabar Unit 50 (Case VE-10-2020, Brian and Joellyn Daniels), final reading.

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

Brian & Joellyn Daniels have submitted an application to vacate the South 8 feet of the North 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 544 square feet, more or less of Lot 35, Block 2745, 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 to approve the vacating of easement per the analysis section of the staff report.

ATTACHMENTS:

Description

Vacate of Easement - VE-10-2020

Ordinance 2020-52

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: To vacate the South 8 feet of the North 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easement, thereof containing 544 square feet more or less of Lot 35, Block 2745, 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: 787 Raleigh Road SE
(Lot 35, Block 2745, Port Malabar Unit 50)

APPLICANT: Brian & Joellyn Daniels

SITE DATA

PRESENT ZONING: RS-2 – Single-Family Residential

AREA OF VACATING: 544 square feet, more or less

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

STAFF ANALYSIS:

To vacate the South 8 feet of the North 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easement, thereof containing 544 square feet more or less of Lot 35, Block 2745, 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, and Spectrum, have no objections to the vacating request.

The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that 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.

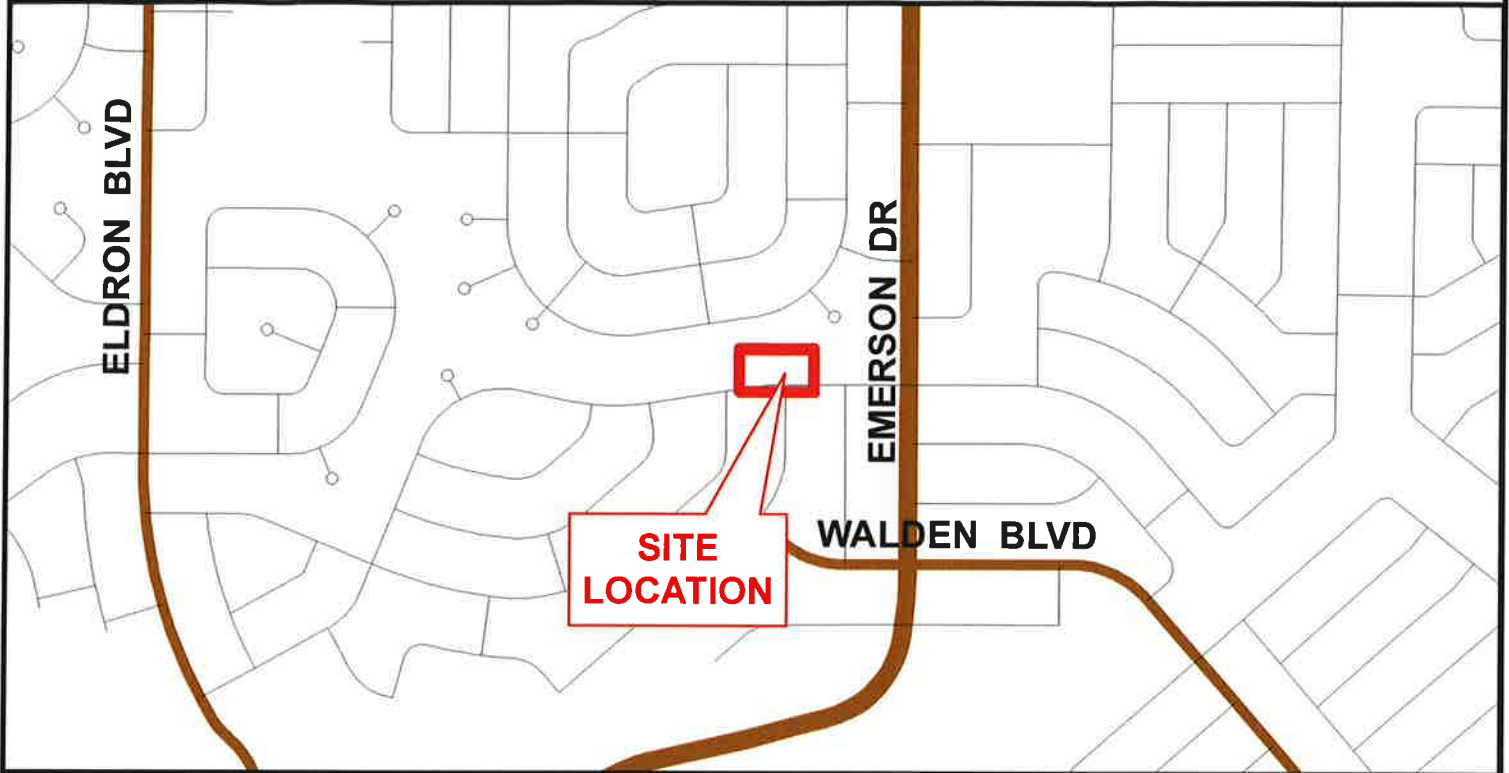
Staff has no adverse comments regarding removal of the South 8 feet of the North 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easement, thereof containing 544 square feet more or less of Lot 35, Block 2745, Port Malabar Unit 50, according 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.



LOCATION MAP



50' WIDE DRAINAGE RIGHT-OF-WAY



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 July 27, 2020.

VE-10-2020

0 12.5 25 50
Feet
1 inch = 50 feet

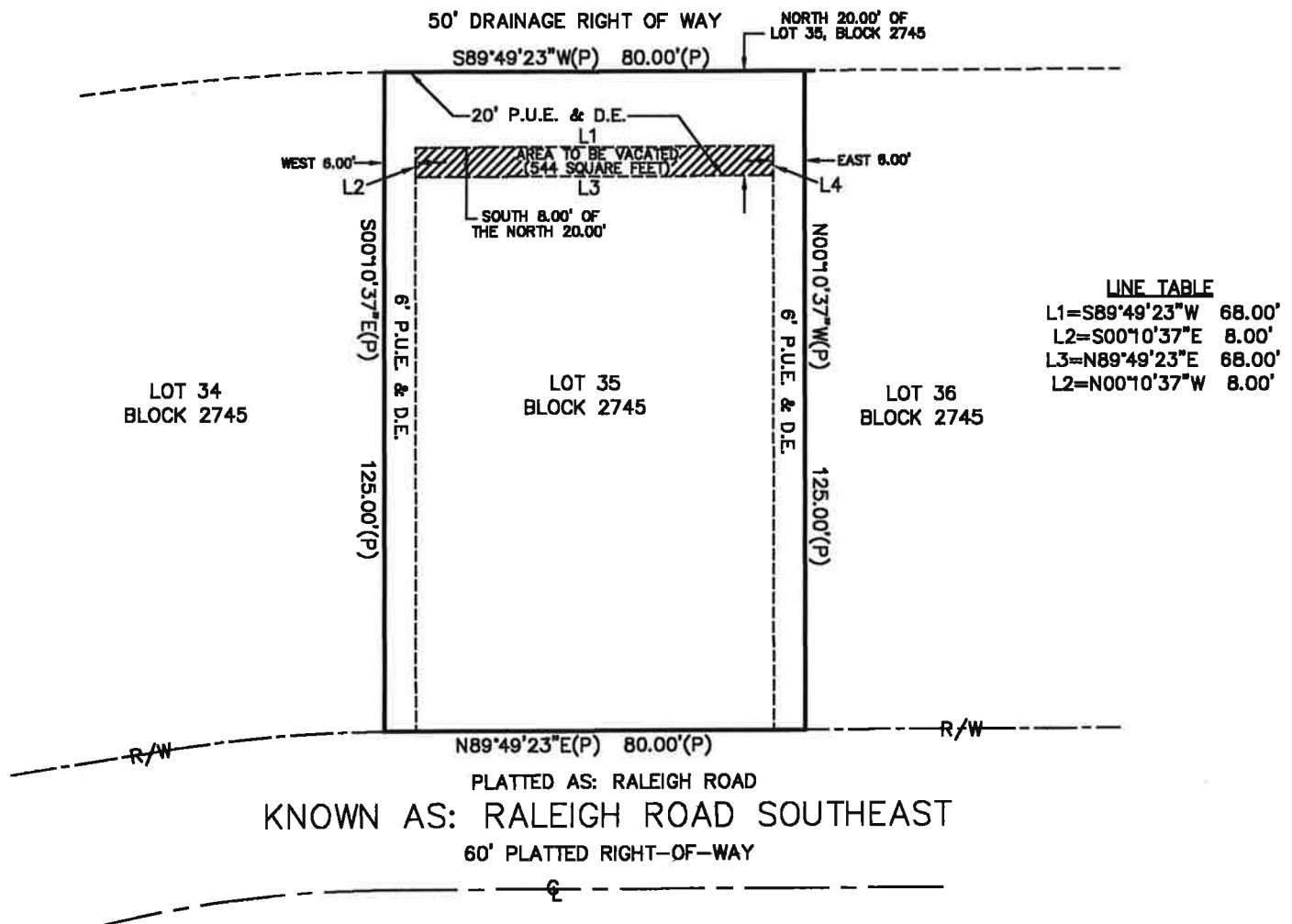


Map is for illustrative purposes only!
Not to be construed as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on July 27, 2020.

LOCATION MAP
VE-10-2020

0 25 50 100
Feet
1 inch = 100 feet

VACATION OF A PORTION OF A 20' PUBLIC DRAINAGE & UTILITY EASEMENT



Legal Description of Portion of Vacated Easement: A portion of a 20.00 foot wide Public Utility and Drainage Easement lying within Lot 35, Block 2745, of PORT MALABAR, UNIT FIFTY, according to the Plat thereof as recorded in Plat Book 23, Page(s) 4 through 21, of the Public Records of Brevard County, Florida, more particularly described as follows: The South 8.00 feet of the North 20.00 foot wide Public Utility and Drainage Easement, LESS AND EXCEPT the East and West 6.00 foot wide Side Easements, thereof lying within said Lot 35, Block 2745. Containing 544 square feet or 0.01 acres, more or less.



09/04/2019

CERTIFIED BY: ANDREW SNYDER PSM No. 5639
FIRST CHOICE SURVEYING, INC.
P.O. BOX 470978, LAKE MONROE, FL 32747
407.951.3425 (Office) 407.520.5453 (Fax) LB #7564

DATE

ABBREVIATION LEGEND

(P)- PLAT BEARINGS & DISTANCE
P.U.E. & D.E.- PUBLIC DRAINAGE AND UTILITY EASEMENT
P.O.B.- POINT OF BEGINNING
P.O.C.- POINT OF COMMENCEMENT
R/W- RIGHT OF WAY
CL - CENTERLINE

CERTIFIED TO: Brevard County, a Political
Subdivision of the State of Florida

SURVEYOR'S NOTES

1. BEARING BASIS ON WEST PROPERTY LINE OF LOT 35, PORT MALABAR, PLAT BOOK 23 PAGE 4-21, AS S00°10'37"E PER PLAT, ASSUMED.
2. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

787 RALEIGH ROAD SOUTHEAST, PALM BAY, FLORIDA (JOB #35529-1)

REVISIONS:

PARCEL NO. 29-37-17-JR-2745-35	DRAWN	CNR	DATE	9/4/19	SCALE N.T.S.
VACATED PORTION = 544.0 Square Feet ±	CHECKED	AS	DATE	9/4/19	JOB NO. 35529-1

Public Works Department
1050 Malabar Road SW
Palm Bay, Florida 32907
321-952-3403
PWPermitting@palmbayflorida.org

VE-10-2020

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.

NAME OF APPLICANT Brian + Jocelyn Daniels
ADDRESS: 787 Raleigh Rd SE
CITY Palm Bay, FL 32909
PHONE 321-292-1608 BUSINESS PHONE Same
FAX n/a EMAIL ADDRESS jojoflynn.29@gmail.com

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:

Lot 35, BIK 2745, PMU 5D

SECTION 17 TOWNSHIP 29 Range 37

Size of area covered by this application (calculate acreage): .23

Zoning classification at present: RS-2

Which action applying for (easement, drainage) easement

Reason for requesting vacation and intended use: inground pool w/screen enclosure

If the encroachment currently exists, provide the date that a permit was issued by the Building Division.

The following enclosures are needed to complete this application

1. \$182.00 Application Fee. Make check payable to "City of Palm Bay".
2. List of names and addresses of property owners abutting the lot or parcel within which the Easement or drainage right-of-way is located;
3. Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.
4. 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.
5. See contacts listed below:

Are you the property owner of record? X Yes _____ No

If no, a notarized letter from the property owner must be attached giving consent to the applicant to request the vacating.

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.

_____ Required _____ Not Required

Land Development Division _____ Date _____

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

UNDER PENALTY 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 Joellyn Daniels Date 7/20/2020

Printed Name of Applicant Joellyn Daniels

ORDINANCE 2020-52

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 35, BLOCK 2745, PORT MALABAR UNIT 50, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brian and Joellyn Daniels have requested the City of Palm Bay, Florida, to vacate a portion of a certain public utility and drainage easement, which portion is legally described herein, and

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

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the rear public utility and drainage easement located within Lot 35, Block 2745, Port Malabar Unit 50, according to the plat thereof as recorded in Plat Book 23, Page 13, of the Public Records of Brevard County, Florida, Section 17, Township 29S, Range 37E, being more particularly described as follows:

The south 8.00 feet of the north 20.00 foot wide public utility and drainage easement, less and except the east and west 6.00 foot wide side easements, thereof lying within said Lot 35, Block 2745; containing 544 square feet or 0.01 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 2020-27, held on September 3, 2020; and read in title only and duly enacted at Meeting 2020- , held on , 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Brian and Joellyn Daniels
Case: VE-10-2020

cc: (date) Applicant
Case File
Brevard County Recording



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Patricia Smith, City Attorney

DATE: 9/17/2020

RE: Ordinance 2020-55, amending the Code of Ordinances, Chapter 92, Noise, by repealing the chapter in its entirety, final reading.

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

REQUESTING DEPARTMENT:

ATTACHMENTS:

Description

Ordinance 2020-55

ORDINANCE 2020-55

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE IX, GENERAL REGULATIONS, CHAPTER 92, NOISE, BY REPEALING THE CHAPTER IN ITS ENTIRETY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR DELETION FROM THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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 Code of Ordinances, Title IX, General Regulations, Chapter 92, Noise, is hereby repealed in its entirety:

~~“CHAPTER 92: NOISE~~

~~Section 92.01—PROHIBITIONS.~~

~~It shall be unlawful for any person to make or continue, or cause to be made or continued, any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. ('74 Code, § 14-34) (Ord. 42, passed 12-15-60)~~

~~Section 92.02—LOUD AND DISTURBING NOISES ENUMERATED.~~

~~The following acts, among others, are declared to be loud, disturbing and unnecessary noises, and in violation of this chapter, but such enumeration shall not be deemed to be exclusive:~~

~~(A) Horns, signaling devices, and the like. The sounding of any horn or signaling device on any automobile, bus or other vehicle on any street or public place of the city, except as a danger warning; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time; the use of any signaling device except one (1) operated by hand or electricity; the use of any horn, whistle or other device operated by engine exhaust; and the use of any such signaling device when traffic is for any reason delayed.~~

~~(B) Radios, phonographs, and the like. The using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, phonograph, compact disc player or other machine or device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants at any time with louder volume than is necessary for convenience in hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such set, instrument, phonograph, machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to materially disrupt and disturb the peace shall be prima facie evidence of a violation of this chapter; provided, however, string music, mechanical phonograph or radio music may be provided by a duly licensed vendor of intoxicating beverages up to but not later than 12:00 midnight, and by the operator of a nightclub, duly licensed as such, up to but not later than 12:00 midnight; however, in all cases it shall be unlawful for the sound of such music, mechanical phonograph or radio, or entertainment, at any time during the hours of operation to be audible a distance of more than fifty (50) feet from the exterior wall of the premises operated by such licensed vendor or operator provided such premises are within fifty (50) feet or more of any property normally considered to be and used at the time as a residence; and it shall be the responsibility of such vendor or operator to ensure that the premises operated by him complies with this provision.~~

~~(C) Loudspeakers, amplifiers for advertising. The using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing of sound or reproducing of sound, which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure; however, nothing in this division (C) shall be construed as a prohibition against the use and operation of loudspeakers or amplifiers or other machines or devices for producing or reproducing sound, when such equipment is used in conjunction with parades, charitable affairs or municipal uses or purposes for which proper permits have been issued by the city.~~

~~(D) Yelling, shouting, and the like. Yelling, shouting, hooting, whistling or singing on the public streets, between the hours of 11:00 p.m. and 7:00 a.m., so as to annoy or disturb the quiet, comfort or repose of persons in any office, or in dwellings, hotels or other types of residences, or of any persons in the vicinity.~~

~~(E) Animals and birds. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort or repose of any persons in the vicinity.~~

~~(F) Steam whistles. The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work, or as a warning of fire or danger, or upon request of the proper municipal authorities.~~

~~(G) Exhausts. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motorboat or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.~~

~~(H) Defect in vehicle or load. The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create a loud and unnecessary grating, grinding, rattling or other noise.~~

~~(I) Construction or repairing of buildings. The erection (including excavating), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 9:00 p.m. Monday thru Saturday, except in case of urgent necessity in the interest of public health and safety, and then only with written authorization from the Building Official, which approval may be granted for Sunday and which approval may be renewed for additional Sundays, if deemed necessary by the Building Official. If the Building Official should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways between the hours of 9:00 p.m. and 7:00 a.m., and if he shall determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done between the hours of 9:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.~~

~~(J) Schools, courts, churches, hospitals. The creation of any excessive noises on any street adjacent to any school, institution of learning, church or court while the same is in use, or adjacent to any hospital which unreasonably interferes with the operation of such institution or which disturbs or unduly annoys patients in the hospital; provided conspicuous signs are displayed in such streets indicating that the same is a school, hospital or court street.~~

~~(K) Pile drivers, hammers, and the like. The operation between the hours of 6:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.~~

~~(L) Blowers. The operation of any noise-creating blower or power fan for any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.~~

~~Section 92.03 PENALTIES.~~

~~Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding \$500.00 or by imprisonment for not more than sixty days, or by both said fine and imprisonment.~~

~~Section 92.04 SOUNDING OF RAILROAD AND TRAIN HORNS OR WHISTLES PROHIBITED.~~

~~The sounding of railroad and train horns and whistles within the corporate limits of the city is unconditionally prohibited between the hours of 10:00 p.m. and 6:00 a.m., pursuant to Fla. Stat. § 351.03, and adopting of all the provisions of this state statute.”~~

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

SECTION 3. It is the intention of the City Council of the City of Palm Bay that the City of Palm Bay Code of Ordinances be revised to delete the language as specified above.

SECTION 4. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions

of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

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

Read in title only at Meeting 2020-27, held on September 3, 2020; and read in title only and duly enacted at Meeting 2020- , held on , 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Patricia Smith, City Attorney

DATE: 9/17/2020

RE: Ordinance 2020-56, amending the Code of Ordinances, by creating Chapter 92, to be titled "Noise", final reading.

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

The U.S. Supreme Court has recognized a government "has a substantial interest in protecting its citizens from unwelcome noise." *Ward v. Rock Against Racism*, 491 U.S. 781, 796 (1989). Even in a public forum the government may impose reasonable restrictions on the time, place, or manner of protected speech, provided the restrictions 'are justified without reference to the content of the regulated speech, that they are narrowly tailored to serve a significant governmental interest, and that they leave open ample channels for communication of the information.' *Id.* at 791.

The ordinance was drafted to meet the following objectives:

1. Each prohibition in the ordinance serves to advance the City's stated goals without restricting more speech than necessary (content-neutral);
2. The ordinance specifies the methods to be used in determining decibel limit violations;
3. The decibel section of the ordinance is tailored to address noise concerns or protect certain noise-sensitive areas within the community; and,
4. Allow flexibility to determine violations based on either a qualitative or a quantitative standard.

The prohibitions in §92.03 are time, place, or manner restrictions prohibiting noise disturbances at specified locations or times. The proposed ordinance includes a decibel-based standard (quantitative) and the "plainly audible" standard (qualitative). Due to feedback received at the Noise Workshop, the distance standard in §92.03, Noise Disturbances Prohibited was reduced from 100 feet to 75 feet. The ordinance also provides standards for determining a decibel level violation in §92.05, Excessive Noise Factors and the Maximum Permissible Sound Levels by Receiving Land Use are detailed in §92.06.

REQUESTING DEPARTMENT:

Police Department

RECOMMENDATION:

Motion to approve the ordinance as requested.

ATTACHMENTS:**Description**

Ordinance 2020-56

ORDINANCE 2020-56

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE IX, GENERAL REGULATIONS, BY CREATING CHAPTER 92, TO BE TITLED “NOISE”; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, excessive noise is a serious hazard to the public health, safety, welfare and can cause degradation to the quality of life, and

WHEREAS, a substantial body of science and technology exists by which excessive noise can be substantially abated without serious inconvenience to the public, and

WHEREAS, certain noise producing equipment in this community is essential to the enjoyment of daily activities and should be allowed to continue at reasonable levels with responsible regulation, and

WHEREAS, each person has a right to an environment reasonably free from noise which jeopardizes health or welfare or unnecessarily degrades the quality of life, and

WHEREAS, it is the policy of the City of Palm Bay to promote an environment free from excessive noise, otherwise properly called “noise pollution,” which unnecessarily jeopardizes the public health, safety and welfare and degrades the quality of the lives of the residents of this community, without unduly prohibiting, limiting or otherwise regulating the function of certain noise producing equipment which is not amenable to such controls and yet is essential to the quality of life in the community.

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 Code of Ordinances, Title IX, General Regulations, is hereby amended by recreating a new Chapter 92, to be titled “Noise”, which shall read as follows:

“CHAPTER 92: NOISE

Section 92.01. PURPOSE, TITLE AND SCOPE OF ORDINANCE.

(A) Purpose

The purpose of this Ordinance is to establish standards for the control of noise pollution in the City of Palm Bay by setting maximum permissible sound levels for various activities to protect the public health, safety and general welfare.

(B) Title. This Ordinance may be cited as the “Noise Ordinance” of the City of Palm Bay.

(C) Scope. This Ordinance shall apply to the control of all noise originating within the limits of the City of Palm Bay, provided that:

(1) A state or federal agency has not adopted a different standard or rule than that prescribed in this Ordinance and has so preempted the regulation of noise from a particular source as to render this Ordinance inapplicable to such source; or

(2) Such noise has not been permitted through a special event permit or granted a variance.

Section 92.02 DEFINITIONS.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. Definitions of technical terms used in this Chapter, which are not defined in this Section, shall be obtained from publications of acoustical terminology issued by ANSI or its successor body.

“A-scale (dBA)” means the sound level in decibels measured using the A-weight or network as specified in ANSI S1.11-1994, or subsequent revisions, for sound level meters. The level is designated dB(A) or dBA.

“ANSI” means the American National Standards Institute or its successor body.

“C-weighted sound level” means the sound pressure level, in decibels, as measured on a sound level meter using the C-weighting network. The level so read shall be designated as dBC.

“Commercial” means property use that is for the trafficking of goods or furnishing of services for sale or profit, including banking or other financial institutions, dining establishments, retail or wholesale establishments, recreation or entertainment establishments, office buildings, transportation facilities and warehouses.

“Construction” means any and all activity necessary or incidental to the erection, assembly, alteration, installation, repair of equipment, buildings, roadways or utilities, including land clearing, grading, excavating and filling.

“Decibel (dB)” means a logarithmic and dimensionless unit of measure often used in describing the amplitude of sound, equal to 20 times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micro pascals (20 micronewtons per square meter).

“Demolition” means any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

“Dwelling unit” means a building or portion of a building regularly used for residential occupancy.

“Emergency work” means work made necessary to restore property to a safe condition following a public disaster, work to restore public utilities or work required to protect persons or property from imminent exposure to danger.

“Equivalent sound level (L_{eq})” means a sound level descriptor based on the average acoustic intensity over time. L_{eq} is intended as a single number indicator to describe the mean energy or intensity level over a specified period of time during which the sound level fluctuated. The period of time specified in this chapter is ten (10) minutes. L_{eq} is measured in dB and is expressed according to the weighting network as either A-weighted or C-weighted (L_{eqA} or L_{eqC}).

“Excessive noise” means any sound or noise conflicting with the criteria, standards, or levels set forth in this Chapter for permissible noises.

“Farm operation” means all conditions or activities by the owner, lessee, agent, independent contractor, and supplier which occur on a farm in connection with the production of farm, honeybee, or apiculture products and includes, but is not limited to, the marketing of produce at roadside stands or farm markets; the operation of machinery and irrigation pumps; the generation of noise, odors, dust, and fumes; ground or aerial seeding and spraying; the placement and operation of an apiary; the application of chemical fertilizers, conditioners, insecticides, pesticides, and herbicides; and the employment and use of labor.

“Holiday” whenever used in this Chapter, includes: New Year’s Day, Dr. Martin Luther King Jr. Birthday, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas, or on any day which is officially celebrated by declaration of the appropriate government body.

“Industrial” means property use that is for the fabrication, manufacturing, shipping, or production of durable or nondurable goods.

“Impulsive sound” means sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Examples of sources of impulsive sound include explosions and drop-forge impacts.

“Motor vehicle” means any motor-operated vehicle licensed for use on the public highways, but not including a motorcycle.

“Motorcycle” means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground.

“Nonagricultural” means personal pets such as but not limited to dogs, cats, birds and similar small animals which are not bred or kept for agricultural purposes.

“Noise disturbance” means any sound which:

1. Because of its volume level, duration and character, annoys, disturbs, injures, or endangers the comfort, health, peace or safety of a reasonable person of ordinary sensibilities; or
2. Any sound prohibited under Section 93.03 except as provided in Section 92.04; or

3. Any sound that exceeds the dBA or dBC level for such sound as set out in Table 1.

“Noise-sensitive zone” means a quiet zone where serenity and quiet are of extraordinary significance, which is open or in session, and which is identified by conspicuous signage identifying it as a noise-sensitive or quiet zone. Noise-sensitive zones may include schools, public libraries, churches, hospitals, nursing homes, and other areas defined as such pursuant to a resolution adopted by the City Council.

“Person” means any individual, association, partnership, limited liability company, or corporation, including any officer, department, bureau, agency or instrumentality of the United States, a state or any political subdivision of a state, including the City of Palm Bay.

“Plainly audible” means any sound that can be clearly heard by a person using his or her normal hearing faculties. The person need not determine the particular words or phrases being produced or the name of any song or artist producing the sound. The detection of a rhythmic bass reverberating type sound is sufficient to constitute a plainly audible sound. Any person who hears a sound that is plainly audible shall measure the sound according to the following standards:

(1) The primary means of detection shall be by means of the person's ordinary auditory senses, so long as the person's hearing is not enhanced by any device, such as a microphone or hearing aid; and

(2) The person shall first identify the location producing the sound so that the person can readily identify the sound is from the emitting location.

“Property line” means either (i) an imaginary line along the ground surface, and its vertical plane extension, which separates the real property owned, rented or leased by a person(s) or entity from that owned, rented or leased by another person(s) or entity, excluding intra-building real property divisions, or (ii) the vertical and horizontal boundaries of a residential dwelling unit that is contained in a building containing two or more residential units or any combination of separately leased or owned spaces.

“Public right-of-way” means any street, avenue, highway, boulevard, alley, easement or public space which is owned by or controlled by a public government entity.

“Public space” means any real property, including any structure on such real property, which is owned or controlled by a governmental entity.

“Real property boundary” means an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

“Receiving land use” means the use or occupancy of the property which received the transmission of sound.

“Residential property” means any property on which is located a building or structure used wholly or partially for living or sleeping purposes.

“Sound” means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

“Sound level” means the weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B or C, as specified in ANSI specifications for sound level meters (ANSI Standard 1.4-1971, or the latest approved revision of such Standard). If the frequency weighting employed is not indicated, the A-weighting shall apply.

“Sound level meter” means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output or play meter, and weighting networks used to measure sound pressure levels, which complies with ANSI S1.11-1994, or subsequent revisions.

“Sound pressure” means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by sound energy.

“Sound pressure level” means 20 times the logarithm to the base ten of the ratio of the RMS sound pressure to the reference pressure to the reference pressure of 20 micronewtons per square meter ($20 \times 10^{-6} \text{N/m}^2$). The sound pressure level is denoted L_p or SPL and is expressed in decibels.

“Weekday” means Monday through Thursday, and Sunday if it precedes a Holiday.

“Weekend” means Friday, Saturday or the Sunday before a holiday.

Section 92.03 NOISE DISTURBANCES PROHIBITED

(A) Unless exempted by this chapter, preempted by state or federal law or as provided in a special event permit, the following are hereby prohibited:

(1) No person shall produce cause to be produced, or allow to be produced, by any means, any noise within any private property that is plainly audible at a distance of seventy-five (75) feet or more, measured from the real property line of the property from which the noise is generated or exceeds the maximum sound limits as established in Table 1.

(2) No person shall generate any noise on the public right-of-way that is plainly audible at a distance of seventy-five (75) feet or more, vertically or horizontally from the source or that exceeds the sound levels as provided in Table 1.

(3) Operating, playing, or permitting the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier, or similar device which produces, reproduces, or amplifies sound in any place of public entertainment at a sound level greater than the maximum permissible limit measure at the property line for commercially zoned areas.

(4) The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work, or as a warning of fire or danger, or upon request of the proper municipal authorities.

(5) The operation between the hours of 6:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.

(6) The operation of any noise-creating blower or power fan for any internal-combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.

(7) The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create a loud and unnecessary grating,

grinding, rattling or other noise.

(8) It shall be unlawful to operate lawn mowers, edgers, trimmers and power-driven hedge shears in the city between the hours of 7:00 p.m. and 7:00 a.m. the following day.

(B) The following actions are prohibited only when causing a noise disturbance as defined in this Chapter:

(1) No person shall repair, rebuild, modify or test any motor vehicle, motorcycle or motorboat in such a manner as to cause a noise disturbance across a real property boundary.

(2) The sounding of any horn or signaling device on any automobile, motorcycle, streetcar or other vehicle on any street or public place of the city, except as a danger warning.

(3) The using, operating or permitting to be played, used or operated of any radio receiving device, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is broadcast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure is only prohibited when causing a noise disturbance.

(4) Yelling, shouting, hooting, whistling, or singing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m.

(5) The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, generator, motorboat, or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises from the same.

(6) The creation of any noise disturbance within seventy-five (75) feet of the property line of any school, institution of learning, church or court while the school, institution of learning, church or court is in use, provided that the public streets or sidewalks adjacent to such facilities shall be clearly marked by signs identifying those areas. The signs must be erected and maintained in some conspicuous place on every street, avenue or alley in the vicinity of the establishment indicating that the same is a "Quiet Zone." The signs must meet and conform to the procedures and restrictions in Chapter 178, Sign Ordinance of the City of Palm Bay, Florida.

Section 92.04 EXCEPTIONS.

The provisions of this Ordinance shall not apply to:

(A) The emission of sound for the purpose of alerting persons to the existence of an emergency or resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency;

(B) The emission of sound in the performance of emergency work;

(C) Emergency testing between 7:00 a.m. and 7:00 p.m.

(D) The operation of a farm, excluding the ownership or possession of nonagricultural animals or birds;

(E) Parades, fireworks display and other special events for which a permit has been obtained from the city, within such hours and at such decibel levels as may be imposed as a condition for the issuance of the permit.

(F) The emission of sound in the discharge of weapons;

(G) Sounds lasting no more than 5 minutes in any one hour created by a clock or bell tower to mark time using bells or chimes or electronic or mechanical devices that reproduce such sounds;

(H) Emergency power generators operated at any time during periods of power outage caused by natural disaster, including storm, hurricane, flood, tidal wave, tornado or other disaster, resulting in a loss of electrical service;

(I) Activities on or in city and school facilities and on or in publicly owned property and facilities, provided that such activities have been authorized by the owner of such property or facilities or its agent.

Section 92.05 EXCESSIVE NOISE FACTORS.

(A) General Provision; Tests for Noise Disturbances. In addition to the plainly audible standard, the following factors shall be considered in determining whether a civil violation exists:

(1) The nature and zoning of the area within which the noise emanates;

- (2) The time of the day or night the noise occurs;
- (3) The duration of the noise; and
- (4) Whether the noise is recurrent, intermittent or constant.

(B) Classification of Use Districts. It is unlawful to project a sound or noise, from one property into another, within the boundary of a use district which exceeds the maximum permissible sound levels set forth in Table 1 below.

(1) Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of each district into which the noise is projected.

(2) Measurements shall conform to standardized practices and must be completely delineated in any submitted noise report. Measurements shall be taken to present an accurate representation of the sound. The following conditions must always be met when applicable testing is underway:

(a) The measurement of sound shall be made with a sound level analyzer and shall conform to ANSI 1.4-1983. Either Type 1 or Type 2 sound analyzers are permitted per ANSI S1.4-1971. If octave band testing is required, octave band or one-third octave band analyzers filter sets shall conform to ANSI 1.11-1976.

(b) Calibration of all instruments, components, and attachments shall conform to the latest ANSI standards.

(c) The measurement shall be made at or within the property line of the receiving land use as specified in Table 1.

Section 92.06 MAXIMUM PERMISSIBLE SOUND LEVELS BY RECEIVING LAND USE.

No person shall operate or cause to be operated on private property any source of sound in such a manner as to create a sound level which exceeds the limits set forth for the receiving land use category in Table 1 when measured at or within the property boundary of the receiving land use. These maximum permissible sound levels are ten-minute L_{eq} , dBA and dBC values measured in accordance with the guidance provided in this section. The categories listed in the table below are not to be construed as defined in the City's Land Development

Code but shall have the meaning ascribed to them in this Chapter.

Table 1

Receiving Property category	Time	Maximum Permissible Sound Level L _{eq} 10 min dBA	Maximum Permissible Sound Level L _{eq} 10 min dBC
Residential property or multi-family	Weekdays 7 A.M.- 9 P.M.	65	75
	9 P.M. -7 A.M.	60	70
	Weekends 7 A.M.- 11 P.M.	65	75
	11 P.M. -7 A.M.	60	70
Commercial	Weekdays 7 A.M.- 9 P.M.	70	80
	9 P.M. -7 A.M.	65	75
	Weekends 7 A.M.- 11 P.M.	70	80
	11P.M.-7 A.M.	65	75
Industrial	Weekdays 7 A.M.- 9 P.M.	75	85
	9 P.M. -7 A.M.	70	80
	Weekends 7 A.M.- 11 P.M.	70	80
	11P.M.-7 A.M.	70	80
Noise sensitive zone	At all times	55	65

Section 92.07 CONSTRUCTION.

(A) No person shall operate or permit the operation of any tool or equipment in construction, drilling or demolition work which creates a noise disturbance across a residential real property boundary between the hours of 9:00 p.m. and 7:00 a.m.

(B) This section shall not apply to:

(1) Emergency work or repair work performed by and for government entities or public service utilities; or

(2) Work, defined as the erection, demolition, alteration or repair of any building or the excavation of streets and highways performed with the written authorization of the Building Official.

(a) The Building Official may approve work to be performed on Sunday if the Building Official finds urgent necessity in the interest of public health and safety. The approval may be renewed for additional Sundays.

(b) The Building Official may permit work to be performed between the hours of 9:00 p.m. and 7:00 a.m. if the Building Official determines that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or and loss or inconvenience would result to any party in interest.

(c) The City engineer may permit work to be performed between the hours of 9:00 p.m. and 7:00 a.m. if the public health and safety will not be impaired by the excavation of streets and highways.

(C) The use of domestic power tools or equipment is subject to the noise levels set forth in Table 1.

Section 92.08 SOUNDING OF RAILROAD AND TRAIN HORNS OR WHISTLES PROHIBITED.

The sounding of railroad and train horns and whistles within the corporate limits of the city is unconditionally prohibited between the hours of 10:00 p.m. and 6:00 a.m., pursuant to Fla. Stat. § 351.03, and adopting of all the provisions of this state statute.

Section 92.09 IMPLEMENTATION, ADMINISTRATION AND ENFORCEMENT OF ORDINANCE.

(A) This Chapter shall be implemented, administered and enforced by the police department or any authorized code enforcement officer.

(B) The violation or failure to comply with any of the provisions in this chapter is unlawful.

(C) Persons Responsible:

(1) It shall be a violation of this chapter for any owner, lessee or other person in charge of or in control of premises or a vehicle to allow or permit any noise disturbance to emanate from such premises or vehicle.

(2) Any noise disturbance made or produced at premises or in a vehicle in which the owner, lessee or other person in control is present shall be presumed and deemed to be made and produced with the consent and permission of the owner, lessee or other person in charge or control.

(3) Any owner, lessee, agent, supervisor, or other person in charge of operating, ordering, directing or allowing the operation or maintenance of any device or machine creating a noise disturbance as prohibited in this section, shall be deemed guilty of violating this chapter.

(D) Civil Noise Infraction. As an alternative to any penalty provided in this chapter, any person who violates the provisions of this chapter may be issued a fine in an amount established by resolution.

(1) Each noise disturbance shall be considered a separate offense.

(2) Joint and Several Responsibility. Any person owning or having responsibility for management of a premises, however temporarily, any performer or disc jockey producing sound upon any premises, any person playing music, any person having control of volume knobs or levels, and the business as named on the occupational license, if applicable, shall be jointly and severally liable for compliance with this chapter and shall be responsible for any violations of this chapter.

(E) Criminal violation. It shall be unlawful for any person produce, cause to be produced, or allow to be produced, by any means, any noise disturbance within any private property or public right-of-way. A person convicted of a violation of this Chapter shall be deemed guilty of a misdemeanor and upon conviction punishable by a fine up to \$500.00 or by imprisonment for not more than sixty days, or by both fine and imprisonment.

(F) Other remedies. Nothing in this section shall prevent the City from pursuing other or additional remedies including suit for injunctive relief, as may be necessary to prevent or abate violations of this Chapter.

Section 92.10 SOUND VARIANCES.

(A) The City Council shall have the authority, consistent with this section, to grant sound variances from this Chapter after a public hearing.

(B) Any person seeking a sound variance under this section shall file an application with the City Clerk for review. The application shall contain the following information:

- (1) The name of the applicant;
- (2) The applicant's mailing address;
- (3) Legal description of property from which the sound or vibration will emanate.
- (4) Description of source of sound
- (5) The duration of time for which the variance is sought; and
- (6) The facts and reasons justifying a variance;

(C) All applications shall be subject to the application fee as set forth a resolution adopted by City Council.

(D) At the hearing of the variance application, the applicant may submit any relevant evidence or testimony, including evidence or testimony demonstrating the applicant's efforts to reduce, contain or baffle the noise or vibration. In determining whether to grant or deny an application, City Council shall balance the practical difficulty that will result to the applicant, the community, and other persons if the variance is not granted, versus the adverse impact on the health, safety, and general welfare of persons if the variance is granted. If the practical difficulty to the applicant, community and other persons outweighs the adverse impact on the health, safety or welfare of the public, the variance may be granted. The City Council may prescribe any reasonable conditions or requirements deemed necessary to minimize adverse effects upon the directly affected properties, including the use of mufflers, screens or other sound attenuating devices. If its decision is to grant the application, Council shall set forth the terms and conditions of the variance, including the effective date of the variance, the

period of the variance, the time of day the variance may be used, the location where the sound or vibration may be created or caused, and the sound or vibration level limits.

(E) Sound variances shall be granted by notice to the applicant containing all conditions necessary to minimize adverse effects upon the community or the surrounding neighborhood, including a time limit on the permitted activity. The sound variance shall not become effective until all conditions are agreed to by the applicant. Noncompliance with any condition of the sound variance shall terminate it and subject that person to those provisions of this Ordinance regulating the source of sound or activity for which the sound variance was granted. Variances may not exceed 365 days.

(F) Determination of modification of a granted variance shall also be made in accordance with the rules and procedures set forth in this section.

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

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

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

inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

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

Read in title only at Meeting 2020-27, held on September 3, 2020; and read in title only and duly enacted at Meeting 2020- , held on , 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Yvonne McDonald, Finance Director

DATE: 9/17/2020

RE: Ordinance 2020-57, amending the Fiscal Year 2019-2020 budget by appropriating and allocating certain monies (fourth budget amendment), final reading.

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

SUMMARY:

Summary of the proposed budget amendment:

General Fund (001)

Revenues – Total \$1,947,298

- Return city portion of ad valorem taxes not expended by the Bayfront Community Redevelopment Agency Fund in FY 2018 and FY 2019; approved by Council 07/16/20 – **\$566,525**.
- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$1,380,773**.

Expenditures – Total \$1,942,620

- Allocate 10% contingency funds to the Palm Bay Aquatic Center project (20PR01) for unforeseen underground repairs; approved by Council 05/21/20 – **\$65,112**.
- Appropriate funds for items required to complete the construction of Fire Station 5 (project 18FD01); approved by Council 08/06/20 – **\$73,538**.
- Appropriate funds for computer hardware licenses and subscriptions to establish a Disaster Recovery Site (auditor recommendation); approved by Council 07/16/20 – **\$624,300**.
- Appropriate funds for a Cisco Security Solution to further secure the City's Technology assets; approved by Council 07/02/20 – **\$213,938**.
- Transfer city-match portion to the Community Investment Fund for Hazard Mitigation Grant Program funding for the Police Department Headquarters roof replacement; approved by Council 06/18/20 – **\$224,473**.
- Transfer unused funds from Recreation Programs and Palm Bay Aquatic Center (PBAC)

equipment repairs (\$59,585) to Fleet Services Fund for the replacement of Parks Department's truck #4219 (including dump bed) \$59,585; approved by Council 08/06/20 – Net Impact - \$0.

- Amend (reduce) budgeted transfer to Debt Service Fund for Lease/Purchase Debt Service payments in FY 20 due to 1) refinancing of energy contract, 2) lower rate acquired on police and fire equipment financing and 3) funds available from initial energy escrow account balance – **(\$71,673)**.
- Transfer (\$22,373) from the Community & Economic Development Department to the Facilities Department \$22,373 for 2019 Property Taxes (non-Ad valorem) for 10 parcels escheated to the City in August 2019 – Net Impact **\$0**.
- Transfer (\$2,624) from the Community & Economic Development Department to the Facilities Department \$2,624 for rodent removal services for City-owned property – Net Impact **\$0**.
- Increase Non-Departmental Debt Service Principal and Interest budgets to cover the early payoff of the final interdepartmental loan scheduled for payment inf FY 21 – **\$128,141**.
- Transfer to Fleet Fund for early payoff of final interdepartmental loan payment due to the Building Fund; approved by Council 08/06/20 – **\$63,189**.
- Transfer to Fleet Fund for early payoff of final of interdepartmental loan payments to the Utility Fund; approved by Council 08/06/20 – **\$621,602**.

Law Enforcement Trust Fund (101)

Expenditures – Total \$3,500

- LETF 20-06: Funding to support estimated legal fees and a contribution to the Community Read and Feed Program to support the youth; approved by Council 07/02/20 – **\$3,500**.

State Housing Grant (SHIP) Fund (111)

Revenues – Total \$460

- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$460**.

Community Development Block Grant (CDBG) Fund (112)

Revenues – Total \$1,476

- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$1,476**.

HOME Grant Fund (114)

Revenues – Total \$241

- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$241**.

NSP Fund (123)

Revenues – Total \$926

- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$926**.

Coronavirus Relief Fund (124)

Revenues – Total \$342,255

- Recognize receipt of additional CARES Act funds under the Coronavirus Relief Fund to be disbursed under the Subsequent Agreement between the City and Florida Housing Finance

Corporation (FHFC); approved by Council 08/06/20 – **\$342,255.**

Expenditures – Total \$342,255

- Appropriate funds from the Coronavirus Relief Fund for eligible activities related to COVID-19 (project 20CD11); approved by Council 8/06/20 – **\$342,255.**

Bayfront Community Redevelopment Agency Fund (181)

Revenues – Total \$1,016

- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$1,016.**

Expenditures – Total \$836,710

- Return city portion of ad valorem taxes not expended by the Bayfront Community Redevelopment Agency Fund in FY 2018 and FY 2019; approved by Council 07/16/20 – **\$566,525.**
- Return unexpended funds for FY 18 and FY 19 to Brevard County per Interlocal Agreement; approved by Council 07/16/20 – **\$270,185.**

Fire Impact Fees-Nexus 32909 Fund (190)

Expenditures – Total \$120,763

- Appropriate funds for remodeling, \$71,803, and installation of a water utility line, \$48,960, to complete the construction for Fire Station 5 (project 18FD01); approved by Council 08/06/20 – **\$120,763.**

Transportation Impact Fees-Nexus 32907 Fund (197)

Expenditures – Total \$83,298

- Appropriate funds for the Traffic Signal Installation at Emerson Drive and Glencove Ave NW (project 20PW03); approved by Council 08/20/20 – **\$83,298.**

Debt Service Fund (201)

Revenues – Total \$4,435,435

- 2020 Energy Lease Purchase/Agreement Refinancing: Transfer reduction from the General Fund due to a reduction in budgeted debt service payments – **(\$43,800).**
- Record the 2020 Energy Lease Purchase Agreement Refinancing proceeds refunding the 2018 Energy Lease Purchase Agreement – **\$4,479,235.**

Expenditures – Total \$4,435,435

- Amend (increase) the amount currently budgeted for Debt Service Principal to cover the 2020 Energy Lease Purchase Refinancing Agreement and the 2020 Police and Fire Lease Purchase Agreements payable in FY 20 – **\$101,752.**
- Amend (decrease) the amount currently budgeted for Debt Service Interest to cover the 2020 Energy Lease Purchase Refinancing Agreement and the 2020 Police and Fire Lease Purchase Agreements payable in FY 20 cover the sinking fund interest in FY 20 – **(\$145,552).**
- Record the 2020 Energy Lease Purchase Agreement proceeds for refunding of the 2018 Energy Lease Purchase Agreement in cash defeasance payments of \$4,462,235 and issuance costs of \$17,000 – **\$4,479,235.**

Community Investment Fund (301)

Revenues – Total \$384,473

- Recognize grant revenues from the Florida Department of Environmental Protection (FDEP)

for the Turkey Creek Feasibility Study Engineering and Environmental Assessment; approved by Council 07/02/20 – **\$160,000**.

- Transfer from the General Fund the city-match portion for Hazard Mitigation Grant Program funding for the Police Department Headquarters roof replacement; approved by Council 06/18/20 – **\$224,473**.

Expenditures – Total \$384,473

- Appropriate grant funds for the Turkey Creek Feasibility Study Engineering and Environmental Assessment through FDEP; approved by Council 07/02/20 – **\$160,000**.
- Appropriate city-match portion funds for the Hazard Mitigation Grant Program roof replacement for the Police Department Headquarters; approved by Council 06/18/20 – **\$224,473**.

GO Road Program Fund (309)

Expenditures – Total \$22,885,000

- Provide budget for Road Bond paving for Port Malabar Road Paving Project 20GO10; approved by Council 03/07/2019 – **\$1,533,943**.
- Provide budget for Road Bond paving for Emerson Drive NE Road Paving Project 20GO11; approved by Council 03/07/2019 – **\$1,654,573**.
- Appropriate required funds for the FY-Ending 2019 Annual Continuing Disclosure Report (Debt Service Fees project 19GO06) for the General Obligation Bonds – **\$1,500**.
- Provide budget for Phase 2 Paving Program for Unit 5 Road Bond paving Project 20GO12; approved by Council 02/06/2020 – **\$1,454,009**.
- Provide budget for Phase 2 Paving Program for Unit 46 Road Bond paving Project 20GO13; approved by Council 02/06/2020 – **\$2,591,724**.
- Provide budget for Phase 2 Paving Program for Unit 24 Road Bond paving Project 20GO14; approved by Council 02/06/2020 – **\$6,690,427**.
- Provide budget for Phase 2 Paving Program for Unit 25 Road Bond paving Project 20GO15; approved by Council 02/06/2020 – **\$8,958,824**.

Utilities Operating Fund (421)

Revenues – Total \$433,270

- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$433,270**.

Expenditures – Total \$49,188

- Appropriate funds for Tetra Tech task order for the South Regional Water Treatment Plant Expansion (project 18WS04) for bidding services; approved by Council 06/18/20 – **\$49,188**.

Utility Renewal/Replacement Fund (424)

Expenditures – Total \$36,039

- Closeout the Lift Station #93 Rehab project (20WS13) and return funds to undesignated fund balance – **(\$30,918)**.
- Appropriate funds for Change Order #3 to the WWTP Mechanical Screen project (18WS14) to repair damaged concrete walls in the headworks influent channel; approved by Council 08/20/20 – **\$37,018**.
- Appropriate funds for Change Order #4 to the WWTP Mechanical Screen project

(18WS14) to replace the temporary masonry wall with a proper channel; approved by Council 08/20/20 – **\$29,239**.

- Appropriate additional funds, based on the bid tabulation sheet, to the Reuse High Service Pumps Replacement project (18WS01); initial funding was appropriated on Budget Amendment #2; approved by Council 08/20/20 – **\$700**.

Building Fund (451)

Revenues – Total \$46,285

- Return of excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$46,285**.

Stormwater Utility Fund (461)

Revenues – Total \$105,840

- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19– **\$105,840**.

Solid Waste Fund (471)

Revenues – Total \$11,760

- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$11,760**.

Employee Health Insurance Fund (511)

Revenues – Total \$4,437

- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$4,437**.

Risk Management Fund (512)

Expenditures – Total \$2,016,031

- Return funds to the following Funds for excess internal service allocations received for workers compensation and liability insurance charges assessed through FY 19: General Fund \$1,380,773, Utilities Operating Fund \$433,270, Stormwater Fund \$105,840, Building Fund \$46,285, Fleet Services Fund \$26,670, Other Employee Benefits Fund \$2,877, CDBG Fund \$1,476, BCRA Fund \$1,016, Employee Health Insurance Fund \$4,437, SHIP Fund \$460, NSP Fund \$926, Solid Waste Fund \$11,760, HOME Fund \$241 – **\$2,016,031**.

Other Employee Benefits Fund (513)

Revenues – Total \$2,877

- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$2,877**.

Fleet Services Fund (521)

Revenues – Total \$771,046

- Return excess funded prior years allocation from the Risk Management Fund for workers compensation and liability insurance charges assessed through FY 19 – **\$26,670**.
- Transfer from the General Fund for the replacement of Parks Department's truck #4219 (including dump bed); approved by Council 08/06/20 – **\$59,585**.
- Transfer from General Fund to Fleet Fund for early payoff of final interdepartmental loan payment due to the Building Fund– **\$63,189**.
- Transfer from General Fund to Fleet Fund for early payoff of final of interdepartmental loan payments to the Utility Fund – **\$621,602**.

Expenditures – Total \$744,376

- Appropriate funds for the replacement of Parks Department's truck #4219 (including dump bed); approved by Council 08/06/20 – **\$59,585**.
- Early payoff of final Interfund Loan payment (Principal \$62,711 and Interest \$478) due in FY 21 to the Building Fund from the Fleet Fund; approved by Council 08/6/20– **\$63,189**.
- Early payoff of principal loan balance due, FY 2021 – FY 2023, to the Utility Fund from the Fleet Fund; approved by Council 08/06/20 – **\$621,602**.

REQUESTING DEPARTMENT:

Community & Economic Development, Utilities, Public Works, Parks & Recreation, Finance, Police Department, Fire Department, Information Technology

FISCAL IMPACT:

Please refer to Exhibit A - BA #4 Appropriations for fiscal impact summary.

RECOMMENDATION:

Motion to adopt, by Ordinance, the FY 2020 Fourth Budget Amendment.

ATTACHMENTS:

Description

Ordinance 2020-57

Exhibit A - BA #4 Appropriations

ORDINANCE 2020-57

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2020 BUDGET BY APPROPRIATING AND ALLOCATING FUNDS AS FOLLOWS: USAGE OF UNDESIGNATED FUND BALANCE IN THE FOLLOWING FUNDS: GENERAL FUND; LAW ENFORCEMENT TRUST FUND; FIRE IMPACT FEE FUNDS; TRANSPORTATION IMPACT FEE FUNDS; GO ROAD PROGRAM FUND; UTILITIES OPERATING FUND; UTILITIES RENEWAL/REPLACEMENT FUND; AND THE RISK MANAGEMENT FUND; USAGE OF RESTRICTED FUND BALANCE IN THE BAYFRONT COMMUNITY REDEVELOPMENT FUND; RECOGNIZING THE FOLLOWING REVENUE: CORONAVIRUS RELIEF GRANT; TURKEY CREEK SANCTUARY FEASIBILITY STUDY GRANT; AND 2020 ENERGY CONTRACT LEASE PURCHASE AGREEMENT REFUNDING; RETURN OF EXCESS PRIOR YEARS RISK MANAGEMENT ALLOCATIONS TO CONTRIBUTING FUNDS; TRANSFER OF FUNDS FROM GENERAL FUND TO THE FOLLOWING FUNDS: DEBT SERVICE FUND FOR THE 2020 LEASE PURCHASE REFINANCING; COMMUNITY INVESTMENT FUND FOR THE CITY'S MATCH TO HAZARD MITIGATION GRANT; FLEET SERVICES FUND FOR PURCHASE OF PARK DEPT VEHICLES AND FOR EARLY PAYOFF OF INTER-DEPARTMENTAL LOAN ADVANCES; RECOGNIZING THAT SUCH APPROPRIATIONS MUST BE MADE PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF PALM BAY, CHAPTER 35; ADOPTING, RATIFYING, CONFIRMING, AND VALIDATING THE ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

Read in title only at Meeting 2020-27, held on September 3, 2020; and read in title only and duly enacted at Meeting 2020-_____, held on _____, 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Summary of the Proposed Budget Amendment

	Revenues	Expenditures
General Fund (001)		
Appropriate funds for the 10% contingency with Oaks Wells for the Aquatic Center Project 20PR01		65,112
Appropriate funds to complete construction of Fire Station 5 Project 18FD01		73,538
Appropriate funds for city-wide Disaster Recovery Solution to continue IT operations in the event of a disruption or disaster		624,300
Appropriate funds for Cisco Security Solution to further secure the City's technology assets		213,938
Transfer from Risk Management fund for FY 19 Risk Fund Balance & Transfer Reduction	1,380,773	
Transfer to Community Investment Fund for HMGP Grant for the Police Department roof replacement		224,473
Unused funds for Recreational Programs and PBAC Equipment Repairs to fund replacement of Parks truck #4219 to Fleet		(59,585)
Transfer to Fleet Services Fund for the replacement of Parks Truck #4219		59,585
Transfer to Debt Service Fund for reduction in budgeted debt service due to lease purchase refinancing in FY 20		(71,673)
Transfer from C&ED for 2019 Property Taxes (non-Ad valorem) for 10 parcels to the City in August 2019		(22,373)
Transfer to Facilities Department for 2019 Property Taxes (non-Ad valorem) for 10 parcels to the City in August 2019		22,373
Transfer funds from C&ED for rodent removal services for City owned property located at 146 Holiday Park Blvd. NE		(2,624)
Transfer funds to Facilities Department for rodent removal services for City owned property located at 146 Holiday Park Blvd. NE		2,624
Early Payoff of Interdepartmental Loan Advances in FY 20 for GF Advance from Building Fund - 2021 Payment (Principal)		127,171
Early Payoff of Interdepartmental Loan Advances in FY 20 for GF Advance from Building Fund - 2021 Payment (Interest)		970
Transfer to Fleet for Early Payoff of Interdepartmental Loan Advances in FY 20 for Fleet Fund Advance from Building Fund - 2021 Payment		63,189

Mayor and Council: FY 2020 Fourth Budget Amendment

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Exhibit A

Transfer to Fleet for Early Payoff of Interdepartmental Loan			
Advances in FY 20 for Fleet Fund Advance from Utility Fund -			621,602
2021-2023 Payments			
Undesignated Fund Balance	561,847		
Fund Subtotal	1,942,620		1,942,620

Law Enforcement Trust Fund (101)

LETf 20-06 Legal Fees and Donation to Community Read and			
Feed Program			3,500
Undesignated Fund Balance	3,500		
Fund Subtotal	3,500		3,500

State Housing Grant Fund (111)

Transfer from Risk Management fund for FY 19 Risk Fund			
Balance & Transfer Reduction	460		
Reserves			460
Fund Subtotal	460		460

Community Development Block Grant (CDBG) Fund (112)

Transfer from Risk Management fund for FY 19 Risk Fund			
Balance & Transfer Reduction	1,476		
Reserves			1,476
Fund Subtotal	1,476		1,476

HOME Grant Fund (114)

Transfer from Risk Management fund for FY 19 Risk Fund			
Balance & Transfer Reduction	241		
Reserves			241
Fund Subtotal	241		241

NSP Fund (123)

Transfer from Risk Management fund for FY 19 Risk Fund			
Balance & Transfer Reduction	926		
Undesignated Fund Balance	(926)		
Fund Subtotal	0		0

Coronavirus Relief Fund (124)

Recognize revenue for Coronavirus Relief grant in agreement with			
FHFC	342,255		

Mayor and Council: FY 2020 Fourth Budget Amendment

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Exhibit A

Appropriate funds from CRF for eligible activities related to COVID-19		342,255	
Fund Subtotal	342,255		342,255
Bayfront Community Redevelopment (BCRA) Fund (181)			
Return unexpended funds back to General Fund for the City per Interlocal Agreement		566,525	
Return unexpended funds back to the General Fund for the County per Interlocal Agreement		270,185	
Transfer from Risk Management fund for FY 19 Risk Fund Balance & Transfer Reduction	1,016		
Reserves		1,016	
Restricted Fund Balance	836,710		
Fund Subtotal	837,726		837,726
Fire Impact Fees-32909 Fund (190)			
Appropriate funds to complete construction of Fire Station 5 Project 18FD01		120,763	
Undesignated Fund Balance	120,763		
Fund Subtotal	120,763		120,763
Transportation Impact Fee Fund-32907 (197)			
Appropriate funds for Traffic Signal Installation at Emerson Drive and Glencove Ave NW Project 20PW03		83,298	
Undesignated Fund Balance	83,298		
Fund Subtotal	83,298		83,298
Debt Service Fund (201)			
Debt Payment for reduction in budgeted debt service due to lease purchase refinancing in FY 20 (Principal)		101,752	
Debt Payment for reduction in budgeted debt service due to lease purchase refinancing in FY 20 (Interest)		(145,552)	
Transfer from General Fund for reduction in budgeted debt service due to lease purchase refinancing in FY 20	(43,800)		
Record the 2020 Energy Lease Purchase/Agreement proceeds refunding the 2018 Energy Lease Agreement	4,479,235		
Record the application of the 2020 Energy Lease Purchase/Agreement proceeds for refunding payoff and issuance costs		4,479,235	
Fund Subtotal	4,435,435		4,435,435

Community Investment Fund (301)

Funds for the Turkey Creek Feasibility Study Engineering and Environmental Assessment through FDEP Grant		160,000
FL Dept of Environmental Protection	160,000	
Monies to cover the city-match for the HMGP Grant for the roof replacement on the Police Department Headquarters		224,473
Transfer from General Fund for HMGP Grant	224,473	
Fund Subtotal	384,473	384,473

GO Road Program (309)

Road Bond paving for Port Malabar Road Project 20GO10		1,533,943
Road Bond paving for Emerson Drive NE Project 20GO11		1,654,573
Annual Continuing Disclosure Report for GO Bonds for the FYE 2019		1,500
Phase 2 Paving Program for Unit 5 Project 20GO12		1,454,009
Phase 2 Paving Program for Unit 46 Project 20GO13		2,591,724
Phase 2 Paving Program for Unit 24 Project 20GO14		6,690,427
Phase 2 Paving Program for Unit 25 Project 20GO15		8,958,824
Undesignated Fund Balance	22,885,000	
Fund Subtotal	22,885,000	22,885,000

Utilities Operating Fund (421)

Appropriate funds for Tetra Tech task order South Regional Water Treatment Plant expansion for bidding and construction, project 18WS04		49,188
Transfer from Risk Management fund for FY 19 Risk Fund Balance & Transfer Reduction	433,270	
Undesignated Fund Balance	(384,082)	
Fund Subtotal	49,188	49,188

Utilities Renewal/Replacement Fund (424)

Closeout project 20WS13 and return funds to fund balance		(30,918)
Change Order #3 for project 18WS14 to repair damaged concrete walls in the headworks influent channel		37,018
Change Order #4 for project 18WS14 to replace the temporary masonry wall with a proper wall channel		29,239
Additional funds needed for project 18WS01 - the funds that were appropriated on BA #2 was \$700 short		700
Designated Fund Balance	(30,918)	

Mayor and Council: FY 2020 Fourth Budget Amendment

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Exhibit A

Undesignated Fund Balance		66,957	
	Fund Subtotal	36,039	36,039
Building Fund (451)			
Transfer from Risk Management fund for FY 19 Risk Fund Balance & Transfer Reduction		46,285	
Undesignated Fund Balance		(46,285)	
	Fund Subtotal	0	0
Stormwater Utility Fund (461)			
Transfer from Risk Management fund for FY 19 Risk Fund Balance & Transfer Reduction		105,840	
Undesignated Fund Balance		(105,840)	
	Fund Subtotal	0	0
Solid Waste Fund (471)			
Transfer from Risk Management fund for FY 19 Risk Fund Balance & Transfer Reduction		11,760	
Undesignated Fund Balance		(11,760)	
	Fund Subtotal	0	0
Employee Health Insurance Fund (511)			
Transfer from Risk Management fund for FY 19 Risk Fund Balance & Transfer Reduction		4,437	
Undesignated Fund Balance		(4,437)	
	Fund Subtotal	0	0
Risk Management Fund (512)			
Transfer from Risk Management fund for FY 19 Risk Fund Balance & Transfer Reduction			2,016,031
Undesignated Fund Balance		2,016,031	
	Fund Subtotal	2,016,031	2,016,031
Other Employee Benefits Fund (513)			
Transfer from Risk Management fund for FY 19 Risk Fund Balance & Transfer Reduction		2,877	
Reserves			2,877
	Fund Subtotal	2,877	2,877

Mayor and Council: FY 2020 Fourth Budget Amendment

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Exhibit A

Fleet Services Fund (521)

Transfer from Risk Management fund for FY 19 Risk Fund Balance & Transfer Reduction	26,670	
Transfer from General Fund for the replacement of Parks Truck #4219	59,585	
Appropriate funds for the replacement of Parks truck #4219		59,585
Transfer from GF for Early Payoff of Interdepartmental Loan Advances in FY 20 for Fleet Fund Advance from Building Fund - 2021 Payment	63,189	
Early Payoff of Interdepartmental Loan Advances in FY 20 for Fleet Fund Advance from Building Fund - 2021 Payment (Principal)		62,711
Early Payoff of Interdepartmental Loan Advances in FY 20 for Fleet Fund Advance from Building Fund - 2021 Payment (Interest)		478
Transfer from GF for Early Payoff of Interdepartmental Loan Advances in FY 20 for Fleet Fund Advance from Utility Fund - 2021-2023 Payments	621,602	
Early Payoff of Interdepartmental Loan Advances in FY 20 for Fleet Fund Advance from Utility Fund - 2021-2023 Payments (Principal)		621,602
Undesignated Fund Balance	(26,670)	
Fund Subtotal	744,376	744,376
Total	33,885,758	33,885,758



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Frank Watanabe, Public Works Director

DATE: 9/17/2020

RE: Ordinance 2020-65, vacating a portion of the rear public utility and drainage easement located within Lots 8 and 9, Block 2063, Port Malabar Unit 46 (Case VE-12-2020, Ronald Giscombe), first reading.

Ronald Giscombe has submitted an application to vacate the Northeasterly 8 feet of the Southwesterly 20 foot Public Utility and Drainage Easement, less and except the Easterly and Westerly 6 foot Public Utility and Drainage Easements, thereof containing 1264 square feet, more or less of Lots 8 & 9, Block 2063, Port Malabar Unit 46, according to the Plat thereof, as Recorded in Plat Book 22, Pages 58-74, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to approve the request to vacate per the recommendation section on the Staff Report.

ATTACHMENTS:

Description

Staff Report

Ordinance 2020-65

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: To vacate the Northeasterly 8 feet of the Southwesterly 20 foot Public Utility and Drainage Easement, less and except the Easterly and Westerly 6 foot Public Utility and Drainage Easement, thereof containing 1264 square feet more or less of Lots 8 & 9, Block 2063, Port Malabar Unit 46, according to the Plat thereof, as Recorded in Plat Book 22, Pages 58-74, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

LOCATION: 2926 & 2938 Grant Avenue SE
(Lots 8 & 9, Block 2063, Port Malabar Unit 46)

APPLICANT: Ronald Giscombe

SITE DATA

PRESENT ZONING: RS-2 – Single-Family Residential

AREA OF VACATING: 1264 square feet, more or less

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

STAFF ANALYSIS:

To vacate the Northeasterly 8 feet of the Southwesterly 20 foot Public Utility and Drainage Easement, less and except the Easterly and Westerly 6 foot Public Utility and Drainage Easement, thereof containing 1264 square feet more or less of Lots 8 & 9, Block 2063, Port Malabar Unit 46, according to the Plat thereof, as Recorded in Plat Book 22, Pages 58-74, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

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

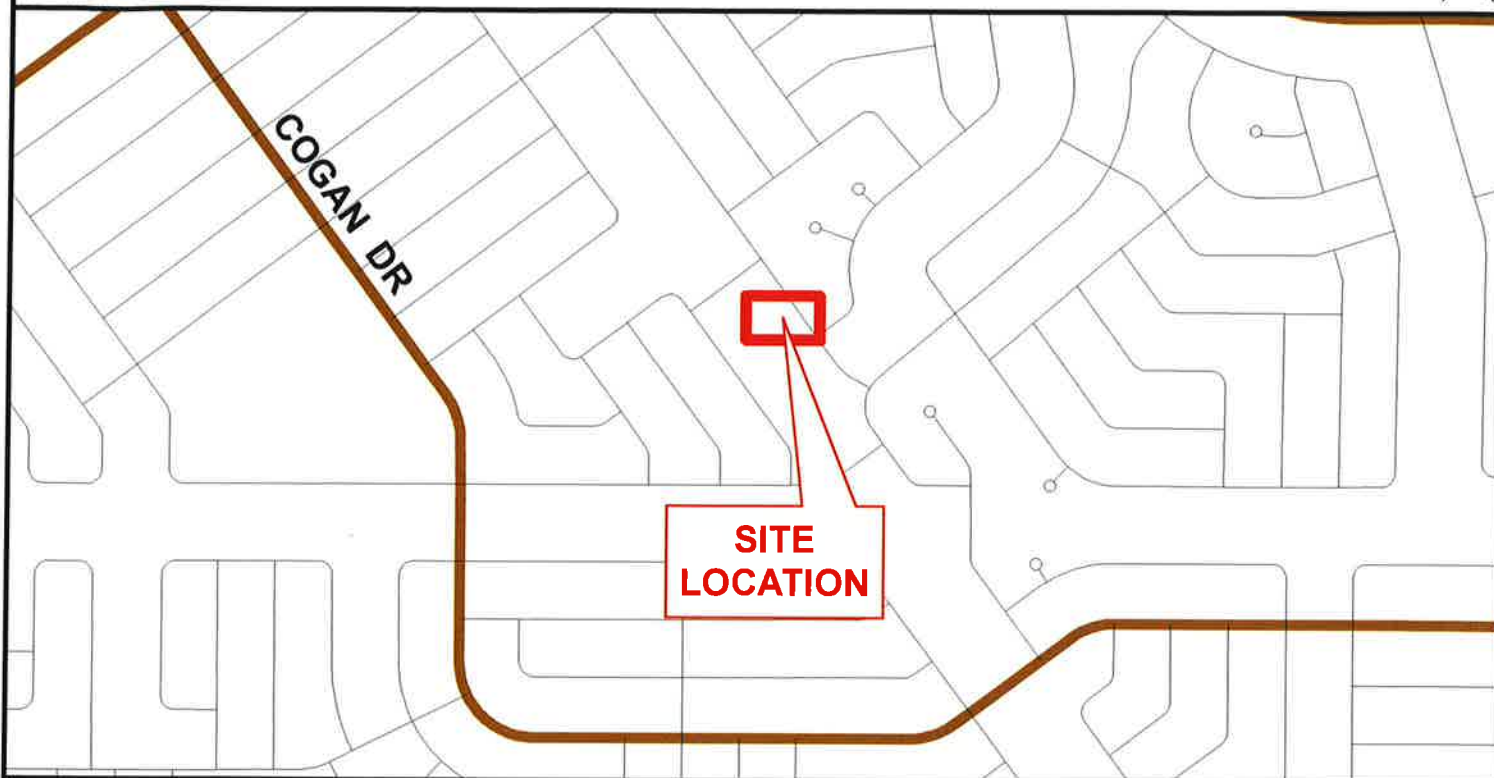
The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

Staff has no adverse comments regarding removal of the Northeasterly 8 feet of the Southwesterly 20 foot Public Utility and Drainage Easement, less and except the Easterly and Westerly 6 foot Public Utility and Drainage Easement, thereof containing 1264 square feet more or less of Lots 8 & 9, Block 2063, Port Malabar Unit 46, according to the Plat thereof, as Recorded in Plat Book 22, Pages 58-74, of the Public Records of Brevard County, Florida, for such an endeavor.

STAFF RECOMMENDATION:

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

LOCATION MAP



Map is for illustrative purposes only!
Not to be construed as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on August 18, 2020.

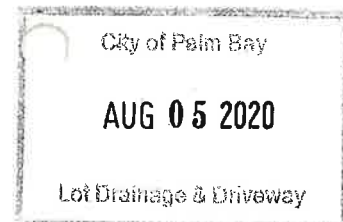
VE-12-2020

0 12.5 25 50
Feet
1 inch = 50 feet



PROJECT NO:
518-20
SEC. 33
TWP. 29 S.
RNG. 37 E.

Public Works Department
1050 Malabar Road SW
Palm Bay, Florida 32907
321-952-3403
PWPermitting@palmabayflorida.org



VE-12-20

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.

NAME OF APPLICANT Ronald Giscombe

ADDRESS: 2926 GRANT AVE SE / 2938 GRANT AVE SE

CITY Palm Bay

PHONE (703) 209-2726 BUSINESS PHONE N/A

FAX _____ EMAIL ADDRESS rongiscombe@gmail.com

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:

Lot 8 & Lot 9 Block 2063, Port Malabar UNIT Forty six, According to the PLAT thereof, Recorded in PLAT BOOK 22, Pages 58 through 74, inclusive, of the Public Records of BREVARD County, Florida.

SECTION 33 TOWNSHIP 29 Range 37

Size of area covered by this application (calculate acreage): _____

Zoning classification at present: RS-2

Which action applying for (easement, drainage) vacate of EASEMENT

Reason for requesting vacation and intended use: to Add a Pool & and Fence w/ Lanai inground pool w/ screen enclosure

If the encroachment currently exists, provide the date that a permit was issued by the Building Division.

The following enclosures are needed to complete this application

1. \$182.00 Application Fee. Make check payable to "City of Palm Bay".
2. List of names and addresses of property owners abutting the lot or parcel within which the Easement or drainage right-of-way is located;
3. Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.
4. 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.
5. See contacts listed below:

Are you the property owner of record? X Yes _____ No

If no, a notarized letter from the property owner must be attached giving consent to the applicant to request the vacating.

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.

_____ Required X Not Required

Land Development Division Christopher Butler Date 7/30/2020

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

UNDER PENALTY 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  Date 7/30/2020

Printed Name of Applicant Ronald Guy Giscombe

ORDINANCE 2020-65

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 LOTS 8 AND 9, BLOCK 2063, PORT MALABAR UNIT 46, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 74, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ronald Giscombe 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 Lots 8 and 9, Block 2063, Port Malabar Unit 46, according to the plat thereof as recorded in Plat Book 22, Page 74, of the Public Records of Brevard County, Florida, Section 33, Township 29S, Range 37E, being more particularly described as follows:

A portion of a 20.0 foot-wide public utility and drainage easement lying within Lots 8 and 9, Block 2063, Port Malabar Unit 46, according to the plat thereof, as recorded in Plat Book 22, Pages 58-74, of the public records of Brevard County, Florida.

Being more particularly described as follows: the northeasterly 8.0 feet of the southwesterly 20.0 feet except the east 6.0 feet and west 6.0 feet, there of lying within said of Lots 8 and 9, Block 2063; containing 1264 square feet, more or less.

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

Read in title only at Meeting 2020- , held on , 2020; and
read in title only and duly enacted at Meeting 2020- , held on , 2020.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Ronald Giscombe
Case: VE-12-2020

cc: (date) Applicant
Case File
Brevard County Recording



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Laurence Bradley, AICP, Growth Management Director

DATE: 9/17/2020

RE: Ordinance 2020-66, establishing a temporary moratorium of 180 days prohibiting the acceptance, processing, and consideration of applications for conditional uses within NC (Neighborhood Commercial District) zoning in order to review the current list of uses and requirements, and allow for the development of new regulations, first reading. (Deputy Mayor Johnson)

At the direction of City Council, the City of Palm Bay (Growth Management Department) has submitted a proposed request to establish a temporary moratorium within the Neighborhood Commercial (NC) zoning district on all Conditional Use applications, reference Section 185.042(D). This temporary moratorium will place a suspension on the acceptance, processing, and consideration of all applications for Conditional Use applications for a period of six (6) months to review current list of uses and requirements within the district, and to allow time to consider new regulations which will enhance the Intent of this district, as set forth below:

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

Deputy Mayor Johnson has requested preliminary discussion with City Council regarding proposed criteria that may be applied to Neighborhood Commercial conditional use requests. Currently, a conditional use request is triggered for retail establishments larger than 5,000 square feet. Ideas to expand upon this could allow for the granting of a conditional use under the following conditions:

1. The establishment use will serve the unmet needs of the residents of the surrounding neighborhood, in whole or in significant part, and
2. The nature of the use requires a larger size in order to function.

Staff is requesting further direction from Council on this matter and consideration of the moratorium.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Motion to approve Petition to Establish a Temporary Moratorium for Conditional Uses within the Neighborhood Commercial (NC) District.

Planning and Zoning Board Recommendation:

Approval of the request by a vote of 4 to 2.

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

Motion by Ms. Maragh, seconded by Mr. Felix to submit to City Council an approval of the Petition to Establish a Temporary Moratorium for Conditional Uses within the Neighborhood Commercial (NC) District. The motion carried with members voting as follows: Mr. Weinberg, aye; Ms. Jordan, nay; Mr. Boerema, aye; Mr. Felix, aye; Mr. Hill, aye; Ms. Maragh, nay.

ATTACHMENTS:**Description**

Ordinance 2020-66

Ordinance 2020-66, Attachment

ORDINANCE 2020-66

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM OF ONE HUNDRED AND EIGHTY DAYS (180) PROHIBITING THE ACCEPTANCE, PROCESSING, AND CONSIDERATION OF APPLICATIONS FOR CONDITIONAL USES WITHIN NC (NEIGHBORHOOD COMMERCIAL DISTRICT) ZONING IN ORDER TO REVIEW THE CURRENT LIST OF USES AND REQUIREMENTS, AND ALLOW FOR THE DEVELOPMENT OF NEW REGULATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the NC District allows for Conditional Uses pursuant to Section 185.42 (D) and pursuant to Section 185.085 Conditional Uses require additional review by the City Council because “Certain land uses, due to their unique functional characteristics and the potentiality for their incompatibility with adjoining land uses, require special consideration on an individual basis of their suitability for location and development within particular zoning districts. Such uses have been designated as conditional uses within appropriate zoning district classifications set forth in §§ 185.030 et seq. and §§ 185.060 et seq. It is the intent of this subchapter that such uses may be permitted in the zoning district classifications only after affirmative findings that they can be developed at particular locations in a compatible manner.”, and

WHEREAS, the City of Palm Bay has seen an increase in Condition Use applications within the NC District and as such it is in the best interest of City’s residents who reside in close proximity to these areas to be afforded better protection from the development of these properties, and

WHEREAS, NC zoned properties are often located in the middle of residential areas and the NC zone properties as further depicted in the attached Figure 1, and

WHEREAS, the City of Palm Bay regulates the use of land through its Comprehensive Plan and its Land Development Code as authorized by Section 163.3164, Florida Statutes, and

WHEREAS, the City Council desires for its Staff to have sufficient time to review and make recommendations for the enactment of Zoning amendments, and to the NC District, and

WHEREAS, this moratorium will allow sufficient time for preparing and adopting new regulations for Conditional Uses within the NC District, and

WHEREAS, it is the intent of the City Council to place a temporary moratorium and/or suspension on the acceptance, processing, and consideration of all Conditional Use applications within the NC District for a period of six (6) months, and

WHEREAS, the City Council of the City of Palm Bay finds it is in the best interest of the citizens of the City to place a temporary moratorium within the NC District to preserve the quality of life and preserve property values so that new regulations regarding Conditional Uses can be implemented, and

WHEREAS, City Council of the City of Palm Bay has authority in accordance with the Florida Constitution, and Chapter 163 and 125 of the Florida Statutes, to enact regulations in the interest of the public health, safety and welfare of its citizens.

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

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and affirmed as being true and correct and are incorporated herein by reference.

SECTION 2. The City of Palm Bay hereby prohibits the acceptance, processing and consideration of all Conditional Use applications within the NC District as shown in Figure 3, and a moratorium is hereby declared.

SECTION 3. The moratorium imposed by this Ordinance shall be effective for a period of six (6) months from enactment, unless rescinded sooner.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, or application hereof, is held or declared to be unconstitutional, inoperative or void, such holding of invalidity shall not affect the remaining portions of this Ordinance and shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative parts therein, and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be held valid as if this Ordinance had been adopted without such unconstitutional, invalid or inoperative part herein and if this Ordinance or any provision thereof, shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the application thereof to any other person, property or circumstances.

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

Read in title only at Meeting 2020-_____, held on _____, 2020; and read in title only and duly enacted at Meeting 2020-_____, held on _____, 2020.

William Capote, MAYOR

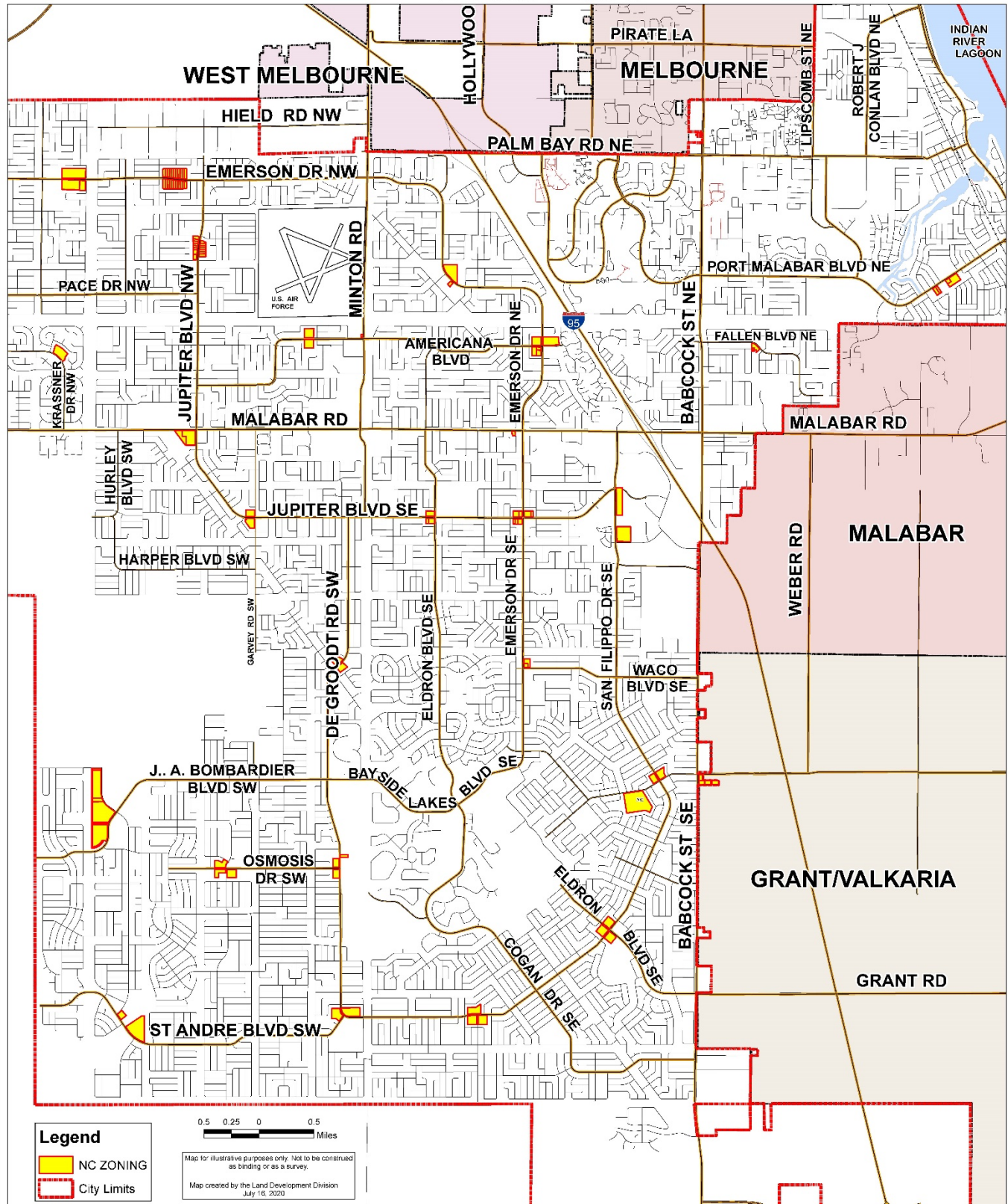
ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____



FIGURE 1 NEIGHBORHOOD COMMERCIAL ZONING MAP





LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 9/17/2020

RE: Appointment of one (1) member to the Melbourne-Tillman Water Control District.

As you may recall, the term of Robert Hinkel from the above subject board will expire on September 30, 2020.

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

Don Jordan
2141 Madden Avenue, SW 32908

Chris Seibert
262 Driskell Street, NE 32907

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to appoint one (1) member to serve on the Melbourne-Tillman Water Control District.

ATTACHMENTS:

Description

DJordan

CSeibert



APPLICATION FOR MEMBERSHIP / City Boards or Committees

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

BOARD/COMMITTEE

Name of Board/Committee:
Full Name:
Home Address:
City: Zip Code:
Telephone Number: Fax Number:
Email Address:

EMPLOYMENT

Employer: Occupation:
Address:
City: State: Zip Code:
Telephone Number: Fax Number:
Email Address:
Job Responsibilities:

EDUCATION

High School Name:
Location: Years Completed: Major/Degree:
College Business or Trade School:
Location: Years Completed: Major/Degree:
Professional School:
Location: Years Completed: Major/Degree:
Other:
Location: Years Completed: Major/Degree:

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?* 10 Years Months

How long have you been a resident of Brevard County? 10 Years Months

Are you a United States citizen? ☒ Yes ☐ No

Are you a registered voter of the City? ☒ Yes ☐ No

Are you employed by the City? ☐ Yes ☒ No *If yes, what department?*

Do you presently serve on a City board(s)? ☒ Yes ☐ No *If yes, please list board(s):*

Infrastructure Advisory and Oversight Board

Have you previously served on a City board(s)? ☒ Yes ☐ No *If yes, please list board(s):*

Road Advisory Board

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

☐ Yes ☒ No *If yes, what board(s):*

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

to a criminal charge? ☐ Yes ☒ No *If yes, what charge:*

Where: When:

Disposition was: ☐ Convicted ☐ Pled Guilty ☐ Pled No Contest

Have your civil rights been restored? ☐ Yes ☐ No

Are you a member or participant of any community organizations? ☒ Yes ☐ No

If yes, please list: Member: American Leigon, Grace Bible Church, Palm Bay Vcop #7425

What are your hobbies / interests?

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

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

Race: Gender: Physically Disabled: ☐

APPLICATION CERTIFICATION

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

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
<http://www.ethics.state.fl.us>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:
Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.fisenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

Signature: Date:

Mail the application to:
City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

Fax the application to:
321-953-8971

SUBMIT FORM



Office of The

AUG 17 2020

City Clerk

APPLICATION FOR MEMBERSHIP / City Boards or Committees

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

BOARD/COMMITTEE

Name of Board/Committee: **Melbourne-Tillman Water Control District Board**
Full Name: **Chris Seibert**
Home Address: **262 Driskell st.**
City: **Palm Bay** Zip Code: **32907**
Telephone Number: **321-508-7309** Fax Number:
Email Address: **ccs813@gmail.com**

EMPLOYMENT

Employer: **Sam's Club** Occupation: **Market Asset Protection Manag**
Address: **4255 West New Haven Ave**
City: **Melbourne** State: **FL** Zip Code: **32904**
Telephone Number: **321-768-8190** Fax Number:
Email Address: **chris.seibert@samsclub.com**
Job Responsibilities: **Manage financial reports. Drive positive sales results and to grow market share.**

EDUCATION

High School Name: **Melbourne**
Location: **Melbourne, FL** Years Completed: **4** Major/Degree:
College Business or Trade School: **University of Central Florida**
Location: **Orlando, FL** Years Completed: **4** Major/Degree: **B.S in Criminal Justi**
Professional School:
Location:
Years Completed:
Major/Degree:
Other: **University of Central Florida**
Location: **Orlando, FL** Years Completed: **2** Major/Degree: **B.S in Legal Studies**

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?* 17 Years 4 Months

How long have you been a resident of Brevard County? 17 Years 4 Months

Are you a United States citizen? ☒ Yes ☐ No

Are you a registered voter of the City? ☒ Yes ☐ No

Are you employed by the City? ☐ Yes ☒ No *If yes, what department?*

Do you presently serve on a City board(s)? ☐ Yes ☒ No *If yes, please list board(s):*

Have you previously served on a City board(s)? ☒ Yes ☐ No *If yes, please list board(s):*

City of Orlando Advisory Board

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

☐ Yes ☒ No *If yes, what board(s):*

Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest) to a criminal charge? ☐ Yes ☒ No *If yes, what charge:*

Where: When:

Disposition was: ☐ Convicted ☐ Pled Guilty ☐ Pled No Contest

Have your civil rights been restored? ☐ Yes ☐ No

Are you a member or participant of any community organizations? ☐ Yes ☒ No

If yes, please list:

What are your hobbies / interests? Soccer, camping with family, outdoor activities with family, Disney

Why do you want to serve on this board / committee? I want to help serve the city of Pam Bay & its

residents. I live in this city, and want to help continue it to grow. I feel that my over 20 years experience in

business finances can help the city.

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

Race: caucasian Gender: Male Physically Disabled: ☐

APPLICATION CERTIFICATION

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

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
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<http://www.ethics.state.fl.us>
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Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

Signature:  Date: 8/11/2020

Mail the application to:
City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

Fax the application to:
321-953-8971

SUBMIT FORM



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 9/17/2020

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

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

The aforementioned vacancy could represent one of the following positions: "advocate for low-income persons; employer within the City; for-profit provider; or actively engaged in home building".

The following application has been received:

Alvin Payne
2598 Jaremko Avenue, SE 32909

REQUESTING DEPARTMENT:
Legislative

FISCAL IMPACT:
None

RECOMMENDATION:
Motion to approve the appointment of one (1) member to the Community Development Advisory Board representing the advocate for low-income persons.

ATTACHMENTS:
Description
APayne, CDAB



Office of The

AUG 26 2020

City Clerk

APPLICATION FOR MEMBERSHIP / City Boards or Committees

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

BOARD/COMMITTEE

Name of Board/Committee: Community Development Advisory Board *(Advocate for low income)*
 Full Name: Alvin Payne
 Home Address: 2598 Jaremko Ave. SE
 City: Palm Bay Zip Code: 32909
 Telephone Number: 321-298-3980 Fax Number:
 Email Address: bigdaddy45payne@yahoo.com

EMPLOYMENT

Employer: Home At Last of Brevard, Inc. Occupation: GH's for people w/Dev. Dis.
 Address: 2475 Palm Bay Rd. #225
 City: Palm Bay State: FL Zip Code: 32905
 Telephone Number: 321-508-4639 Fax Number:
 Email Address: bigdaddy45payne@yahoo.com
 Job Responsibilities: Owner Operator

EDUCATION

High School Name: Palm Bay High School
 Location: Melbourne, FL. Years Completed: 4yrs Major/Degree: HS Diploma
 College Business or Trade School:
 Location: Years Completed: Major/Degree:
 Professional School:
 Location: Years Completed: Major/Degree:
 Other:
 Location: Years Completed: Major/Degree:

APPLICANT INFORMATIONHave you ever held a business tax receipt? ☒ Yes ☐ No *If yes, please provide the following:*

Home At Last of Brevard, Inc.

Title: Owner Operator

Issue Date: Issuing Authority: City of Palm Bay*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?* 10 Years MonthsHow long have you been a resident of Brevard County? 53 Years 8 MonthsAre you a United States citizen? ☒ Yes ☐ NoAre you a registered voter of the City? ☒ Yes ☐ NoAre you employed by the City? ☐ Yes ☒ No *If yes, what department?* Do you presently serve on a City board(s)? ☐ Yes ☒ No *If yes, please list board(s):*Have you previously served on a City board(s)? ☐ Yes ☒ No *If yes, please list board(s):*

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

☐ Yes ☒ No *If yes, what board(s):* Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest) to a criminal charge? ☐ Yes ☒ No *If yes, what charge:* *Where:* *When:* *Disposition was:* ☐ Convicted ☐ Pled Guilty ☐ Pled No ContestHave your civil rights been restored? ☐ Yes ☐ NoAre you a member or participant of any community organizations? ☒ Yes ☐ No*If yes, please list:* Lipscomb Street Park Association (Melbourne, FL), Hurricanes Sports Club, Inc.

What are your hobbies / interests? Youth and Community Development, Fishing, Sports, Bike riding.... I like

Why do you want to serve on this board / committee? I would like to serve my community as it has served

me well.

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

Race: African American Gender: Male Physically Disabled: ☐

APPLICATION CERTIFICATION

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

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
<http://www.ethics.state.fl.us>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:
Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

Signature:

Alvin Payne

Date: 08/26/2020

Mail the application to:

City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

Fax the application to:

321-953-8971

SUBMIT FORM



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 9/17/2020

RE: Appointment of one (1) member to the Disaster Relief Committee.

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

The following application has been received:

Susan Lee Walberg
2090 Cogan Drive, SE 32909

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve the appointment of one (1) member to the Disaster Relief Committee.

ATTACHMENTS:

Description

SWalberg

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

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

BOARD/COMMITTEE

Name of Board/Committee:
Full Name:
Home Address:
City: Zip Code:
Telephone Number: Fax Number:
Email Address:

EMPLOYMENT

Employer: Occupation:
Address:
City: State: Zip Code:
Telephone Number: Fax Number:
Email Address:
Job Responsibilities:

EDUCATION

High School Name:
Location: Years Completed: Major/Degree:
College Business or Trade School:
Location: Years Completed: Major/Degree:
Professional School:
Location: Years Completed: Major/Degree:
Other:
Location: Years Completed: Major/Degree:

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? Years Months

Are you a United States citizen? ☒ Yes ☐ No

Are you a registered voter of the City? ☒ Yes ☐ No

Are you employed by the City? ☐ Yes ☒ No *If yes, what department?*

Do you presently serve on a City board(s)? ☐ Yes ☒ No *If yes, please list board(s):*

Have you previously served on a City board(s)? ☒ Yes ☐ No *If yes, please list board(s):*

Human Services Board in Tukwila, WA (years ago)

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

☐ Yes ☒ No *If yes, what board(s):*

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

to a criminal charge? ☐ Yes ☒ No *If yes, what charge:*

Where: When:

Disposition was: ☐ Convicted ☐ Pled Guilty ☐ Pled No Contest

Have your civil rights been restored? ☐ Yes ☐ No

Are you a member or participant of any community organizations? ☐ Yes ☒ No

If yes, please list:

What are your hobbies / interests? Gardening, reading, current events, real estate

Why do you want to serve on this board / committee? I moved to Florida just over a year ago. I am eager to get involved in my new community. As an attorney, independent business owner, with many years of experience in business and non-profits, I believe I would add value and would enjoy participating.

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

Race: Caucasian

Gender: Female

Physically Disabled: ☒

APPLICATION CERTIFICATION

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<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

Signature:



Date:

9.3.2020

Mail the application to:

City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

Fax the application to:

321-953-8971

SUBMIT FORM



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 9/17/2020

RE: Committee/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

REQUESTING DEPARTMENT:

Legislative



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 9/17/2020

RE: Request to reconsider an amendment to the Code of Ordinances, Chapter 178, Sign Code. (Councilman Bailey)

Councilman Bailey has requested an amendment to the Palm Bay Code of Ordinances, Chapter 178, Sign Code, to modify provisions related to the placement of temporary signs.

Pursuant to Section 7.9.14, of Council's Policies and Procedures, if a councilmember desires to have an issue reconsidered that has been acted upon at a meeting within the past year, the councilmember must first approach Council with a request to consider the item. A majority vote of City Council is required to schedule the item for a subsequent meeting for reconsideration.

The Sign Code was last amended via Ordinance 2020-20, enacted March 19, 2020.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Request for reconsideration of amending Chapter 178, Sign Code.