




The City of **Palm Bay** Florida
120 Malabar Road SE
Palm Bay, FL 32907
(321) 952-3400
www.palmbayflorida.org

Mayor
WILLIAM CAPOTE
Deputy Mayor
KENNY JOHNSON
Councilmembers
HARRY SANTIAGO, JR.
JEFF BAILEY
BRIAN ANDERSON

AGENDA

Regular Council Meeting 2020-36 Thursday

**October 15, 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 Code Enforcement Board.++
3. One (1) vacancy on the Business Improvement District Board (represents 'bank or financial institution' position).++
4. One (1) vacancy on the Youth Advisory Board (represents 'at-large student member' position).++
5. 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 'real estate professional').++

AGENDA REVISIONS:

CONSENT AGENDA:

1. Adoption of Minutes: Special Council Meeting 2020-31; September 16, 2020.
2. Adoption of Minutes: Special Council Meeting 2020-33; September 23, 2020.
3. Award of Bid: Culvert pipe replacement, Units 2, 3, 4, 43, and 47 – IFB 80-0-2020 – Public Works Department (PRP Construction Group, LLC - \$278,959).
4. Miscellaneous: Road paving, Unit 42 and Garvey Road – Change Order 2 (IFB 29-0-2020) – Public Works Department (Asphalt Paving Systems -

\$275,509).

5. Ordinance 2020-71, amending the Code of Ordinances, Chapter 38, Procurement, by repealing Section 38.18, Local Business Price Preference, in its entirety, first reading.
6. Ordinance 2020-72, amending the Code of Ordinances, Chapter 38, Procurement, by modifying provisions contained therein, first reading.
7. Ordinance 2020-75, amending the Code of Ordinances, Chapter 34, Human Resources, Subchapter 'Whistle-Blower's Ordinance', by including definitions and providing provisions for disclosure of information and investigation procedures and referral of complaints alleging retaliation to the Department of Administrative Hearings, first reading.
8. Acknowledgement of the City's monthly financial report for August 2020.

RECOGNITIONS AND PROCLAMATIONS:

1. Just Right Living Day - October 13, 2020.
2. Pregnancy and Infant Loss Awareness Month - October 2020.

PRESENTATION

1. Parks and Recreation Department - Fred Poppe Campground Project.

PUBLIC COMMENTS/RESPONSES:

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

PUBLIC HEARINGS:

1. Ordinance 2020-70, granting approval of a Final Development Plan for a proposed single-family residential Planned Unit Development (PUD) to be known as 'Chaparral Phase II' on property located west of and adjacent to Melbourne Tillman Drainage District Canal 9, in the vicinity south of Malabar Road (13.24 acres) (Case FD-10-2020, Chaparral Properties, LLC) (Quasi-Judicial Proceeding), final reading.
2. Ordinance 2020-67, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapters 'General Provisions' and 'Planned Unit Development (PUD)', by establishing language that will permit tiny homes on wheels and revising provisions contained therein (Case T-21-2020, City of Palm Bay), first reading. (Deputy Mayor Johnson) (CONTINUED FROM RCM - 10/01/20)
3. Ordinance 2020-73, vacating a portion of the rear public utility and drainage easement located within Lot 13, Block 407, Port Malabar Unit 10 (Case VE-13-2020, Brian Murphy), first reading.
4. Ordinance 2020-74, vacating a portion of the rear public utility and drainage easement located within Lot 7, Block 1677, Port Malabar Unit 37 (Case VE-14-2020, Carmen Torres), first reading.
5. Resolution 2020-53, granting approval of a Planned Unit Development (PUD) Preliminary Development Plan for a residential subdivision to be known as "Chaparral PUD", which property is located west of and adjacent to Melbourne

Tillman Drainage District Canal 9, in the vicinity south of Malabar Road (204.43 acres) (Case PD-24-2020, Chaparral Properties, LLC) (Quasi-Judicial Proceeding).

6. 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. (CONTINUED TO P&Z - 11/19/20)

PROCUREMENTS:

1. Award of Bid: a.) Expansion/rehabilitation – IFB 73-0-2020 (Florida Design Contractors - \$9,700,000); b.) Well expansion – IFB 72-0-2020 (Applied Drilling Engineering, Inc. - \$685,800); and, c.) Engineering services – TO 01-2016-004 (Tetra Tech - \$543,351) - Utilities Department, South Regional Water Treat Plant.
2. Award of Bid: Road bond paving, Units 24 and 25 – IFB 79-0-2020 – Public Works Department (Asphalt Paving System, Inc. - \$8,851,279).
3. Contract: Amendment to RFP 03-0-2020, solid waste and recycling collection services – Public Works Department (Republic Services of Florida – no fiscal impact).

COMMITTEE AND COUNCIL REPORTS:

1. Committee/Council Reports

NEW BUSINESS:

1. Consideration of utilizing Parks Impact Fees for the construction of a dog park at Riviera Park (\$150,000).
2. Consideration of Councilmembers attending the annual Florida League of Cities Legislative Conference, November 12-13, 2020, in Kissimmee.
3. Consideration of scheduling a workshop for October 2020.

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 October 15, 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.

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

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



LEGISLATIVE MEMORANDUM

DATE: 10/15/2020

RE: Adoption of Minutes: Special Council Meeting 2020-31; September 16, 2020.

ATTACHMENTS:

Description

SCM 2020-31 Minutes

CITY OF PALM BAY, FLORIDA

SPECIAL COUNCIL MEETING 2020-31

Held on Wednesday, the 16th 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 6:01 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 Laurence Bradley, Growth Management Director; Frank Watanabe, Public Works Director; Natalie Shaber, Environmental Engineer, Public Works Department.

Ms. Smith advised that the hearing would be conducted like a trial, but without a jury. It was not as formal as a court hearing but was structured so that each side had a fair opportunity to be heard. The parties could address any procedural issues with City Council before the hearing began. She asked the parties if there were any procedural issues to be addressed.

Attorney Jim Walker, representative for the applicant on behalf of Attorney Robert Schwerer, said the appeal was filed untimely pursuant to Section 169.006(b), Palm Bay Code of Ordinances. He felt the appeal should have been filed when the cases became public knowledge and the City stated its position regarding the stormwater at the November 7, 2019, Council Meeting. Mr. Walker presented a video excerpt from the Council Meeting held on November 7, 2019. He explained that in the video, Mr.

Watanabe said that the data for the stormwater retention would be examined at the time of site plan review, once construction was proposed for each lot. He said it was not reasonable to allow a period of almost one year for an appeal when there was official knowledge of the position of the City. Mr. Walker said the plat was recorded and a lot had already been sold. He said there would be serious prejudice to allow Mr. Smith to file his appeal at such a late date. He added that the plat was signed by Mayor Capote on June 8, 2020, which he felt was the date the plat became official. Mr. Smith's appeal was dated on August 17, 2020, which made the filing timeline more than sixty (60) days.

Deputy Mayor Johnson asked when the plat was recorded within Brevard County. Mr. Walker answered June 26, 2020, which would be less than sixty (60) days. However, Mr. Smith was not appealing the recording of the plat. He urged Council to consider June 8, 2020, as the official date or, alternatively, November 7, 2019.

Mr. Bailey asked if there was a deadline to record the plat. Mr. Walker was unsure. Mr. Bailey asked if Mr. Walker felt it would be prejudice to anyone that desired to file an appeal should Mr. Walker have waited to record the plat at the last minute. Mr. Bradley was unaware of a deadline to record the plat.

Mr. Smith advised he was going to use the same video excerpt as presented by Mr. Walker, which showed how concerned he was about the stormwater. He said that staff's response was vague and open-ended. He had submitted numerous emails as evidence and had contacted staff many times to get an answer regarding the stormwater and was then told by Mr. Bradley that the plat was done and being sent to the Mayor's office for signature. He contacted Ms. Smith to ask if anything could be done and she advised that once the plat was executed, only Council could straighten it out. It was then, with one day to go, that he filed his appeal. Mr. Bailey asked when he started making inquiries to staff. Mr. Smith answered that he asked questions constantly since November 19th. He added that there was nothing to appeal as there was no decision made by staff, and he tried everything to avoid having to file an appeal.

Mayor Capote asked for clarification that the applicant felt the appeal should not be considered as the appeal was not filed in a timely manner. Ms. Smith confirmed same. She said that if Council determined it was not filed timely, then Council would no longer have jurisdiction over the matter, and it would have to be heard in the Circuit Court.

Mr. Bailey asked if a motion was required. Ms. Smith said that each party should be afforded the opportunity to be heard on the jurisdictional issue, present evidence, and call on any witnesses as desired, then Council would make a motion as to whether the appeal was timely.

Mr. Walker said that Mr. Smith had conceded that he was aware that the plat was being signed and that he knew about the issue on November 19, 2019, and that the plat was signed on June 8, 2020.

Mr. Smith reiterated that he could not have filed an appeal until the plat was officially recorded as it only became permanent, legally, once it was recorded.

Deputy Mayor Johnson asked Ms. Smith if the plat became legal based on the recording date. Ms. Smith said Council had to determine on what date a decision was made, then when notice of that decision was made, and then the sixty (60) days would start from that point. The Notice of Appeal was dated August 17, 2020. She said that Mr. Smith was counting from the date the plat was recorded and Mr. Walker stated it should start from either November 7, 2019, or when the plat was executed by the Mayor.

Motion by Mr. Bailey, seconded by Mr. Anderson, to find that the appeal was made in a timely manner.

Mayor Capote asked for clarification on the motion and if Council would hear the appeal at tonight's meeting. Ms. Smith said that if the motion passed, then Council would consider the appeal hearing that evening.

Mr. Bailey said the attempt to be timely had been met. Mr. Anderson felt that the recording date was the official date as there would be no public notice that the Mayor signed the plat. He agreed that the appeal had been filed in a timely manner. Deputy Mayor Johnson said the appeal was filed fifty-two days after the recording of the plat.

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

PUBLIC COMMENTS/RESPONSES: (Will be heard under the Public Hearing item.)

Public comments were heard under the Public Hearing item.

PUBLIC HEARING(S):

1. Administrative Appeal of Plantation Circle Minor Subdivision (Ken Smith). (Quasi-judicial proceeding)

Ms. Smith advised that Ken Smith no longer requested the Mayor be a witness in his appeal and no longer requested that the Mayor abstain from voting.

Mr. Bailey asked that each party be afforded five (5) minutes for opening statements. Council concurred.

The public hearing was opened.

Mr. Smith waived his time for opening statements.

Mr. Walker said he wanted an opportunity to renew Council's motion based upon jurisdiction that this proceeding was not sought on a timely basis. He said the motion was based on criteria not defined in the Palm Bay Code of Ordinances (Code). The Code stated nothing about the date of recording.

Ken Smith, appellant, presented the appeal to Council. He clarified that he heard the plat was to be signed by the Mayor and did not know the exact date until much later. He advised that emails were submitted to the City Clerk as evidence.

Mr. Smith called Mr. Watanabe as a witness and asked the following questions:

- If any stormwater calculations had been done by Mr. West? Mr. Watanabe answered in the negative;
- What criteria was used to determine if the stormwater system was applicable? Mr. Watanabe said it was regulated by agencies, such as St. Johns River Water Management District (SJRWMD);
- If Mr. Watanabe was familiar with Section 184.19 and what it stated? Mr. Watanabe said it was related to minor subdivisions, but could not cite the exact language;
- When did Mr. Watanabe inform Mr. West of the City's decision to have stormwater in place and designed at Mr. West's request? He advised of emails noting meetings between staff and Mr. West regarding same. Mr. Watanabe said the meeting in February was general in nature, but it was thereafter that he started looking further into the stormwater for the site plan. He said there was an approved drainage plan for this project that was permitted. Mr. Smith asked if this minor subdivision was part of that approved project. Mr. Watanabe said it was taken out through the permitting process, but the entire subdivision had a stormwater master plan. Mr. Smith said it was two different subdivisions.

Mr. Smith said that on the final plat, there were no drainage easements shown. Disclaimer Number 6 on the Plantation Circle plat stated "Each lot owner is to maintain

the historical drainage patterns and any redirection of stormwater offsite from a proposed residential dwelling must be permitted through the City by obtaining residential lot drainage permit and a building permit.” He asked if that meant that a stormwater system was applicable. Mr. Watanabe confirmed same. Mr. Smith asked how Lots 1 and 2 would be able to get water out to Babcock Street without a right-of-way. Mr. Watanabe said that the natural flow and system was already in place. He said that once a structure was built, it would cause an impervious area and that area would need to be addressed pursuant to Disclaimer Number 6. Mr. Smith asked how the stormwater would be addressed if there were no rights-of-way. Mr. Watanabe said it would be self-contained. He further explained the flow of ponds and impervious areas.

Mr. Walker cross-examined Mr. Watanabe. He asked Mr. Watanabe’s opinion or action that was the subject of the appeal. Mr. Watanabe said it was related to the stormwater runoff and drainage plan. Mr. Walker asked if Mr. Watanabe’s hypothetical analysis of the drainage runoff from the properties referred to the stormwater drainage. Mr. Watanabe confirmed same. Mr. Walker asked if the point of that analysis was that the calculations for stormwater management were made at the time of site plan review for the lot in question when the plan was showing the footprint for dwelling and the size of the driveway. Mr. Watanabe answered in the positive. Mr. Walker asked if Mr. Watanabe had any involvement in the recording of the plat with Brevard County. Mr. Watanabe answered in the negative. Mr. Walker asked when Mr. Watanabe determined that the stormwater runoff was to be calculated and handled at a later stage of site plan review. Mr. Watanabe said it was sometime in February when the conference call was held that he started researching the stormwater plan. Mr. Walker asked if Mr. Watanabe had communicated his views with the Growth Management Department. Mr. Watanabe said most communications were with his department staff and then it was communicated with Growth Management to include the notation on the final plat. Mr. Walker asked if there was any disagreement from staff regarding Mr. Watanabe’s thinking. Mr. Watanabe was not aware of any negative comments. Mr. Walker asked if Mr. Watanabe had spoken with SJRWMD and if they had the same views as staff. Mr. Watanabe said that his staff contacted SJRWMD, but he advised of email communications.

Mr. Smith asked if Mr. Watanabe was aware that Mr. Smith owned the front pond and that he had to maintain it. Mr. Watanabe confirmed same.

Mr. Smith called Ms. Shaber as a witness and asked her to verify four (4) emails received by her from Mr. Bradley on this case. Ms. Shaber confirmed same.

Mr. Smith provided a presentation and history of numerous meetings and contacts with City staff. He reviewed a historical synopsis of subdivision procedure for Plantation Circle, the City's Staff Report, City's Code and related email communications. Mr. Smith said he had demonstrated that the ordinances applicable to the subdivision required a stormwater drainage system unless a waiver was granted by City Council. He said it appeared that the City Engineer erroneously circumvented the City Council in granting an authorizing waiver for a stormwater drainage system. Mr. Smith said that pursuant to FLU-6.1B(5), septic tank drainfields were prohibited from locating within a wetland and must maintain a seventy-five foot (75') buffer between the edge of the drainfield and the identified boundary of any wetlands and shall be located in soils suitable for septic tank drainfields. Mr. Walker stated that Mr. Smith was not a qualified expert to talk about wetlands. Mr. Smith said he was reading directly from the ordinance and was not expert or providing expert testimony. He said that Lots 3 and 4 contained significant wetlands as outlined in the National Wetlands Inventory Map. Due to the way the lots were divided, he said that Lots 3 and 4 would not be able to support a septic system. The City, without knowledge of the wetlands, granted a waiver to the applicant releasing him from hooking up to City water and sewer.

Mr. Smith further cited Section 184.19, Palm Bay Code of Ordinances, which stated that a stormwater drainage system shall be provided for all subdivisions. A disclaimer on a plat was not a stormwater plan. Mr. Smith said he had demonstrated for over a year that he had consistently done everything possible to make sure that a stormwater system was included in the Plantation Circle Subdivision in order to make sure that the water was not dumped onto his property or into his pond. He requested that Council honor his appeal and require a revision to the existing subdivision plat of Plantation Circle to include an approved stormwater plan and delineation of wetlands. He added that due to wetlands restrictions in FLU-6.1B(5), the waiver for water and sewer should be rescinded, and water/sewer hook-up should be required to at least Lots 3, 4 and 5.

Mr. Walker asked Mr. Watanabe to clarify his decision regarding the stormwater drainage. Mr. Watanabe said he would provide his reasoning during the presentation. Mr. Walker asked about a minor subdivision having a stormwater plan. Mr. Watanabe answered that the original system had a drainage plan in place and although the five lots were not permitted, the system was still functional with the five lots in it.

Mr. Walker called Alan Sakowitz, principal of West Pointe Babcock, LLC (West Pointe), as a witness. He asked if Mr. Sakowitz had any conversations with City staff regarding the stormwater plan. Mr. Sakowitz met with various City officials and there was a question whether the stormwater system in place was proper. The City did not believe so at first

and West Pointe hired an engineer, consulted with SJRWMD, and it was determined that the property was draining properly with the current system and would continue to do so unless they built on the property. He said it was correct that West Pointe did not submit a waiver but that was due to other exemption options being applicable under Section 174.065, of the Code. Specifically, Section 174.065(B) and (C). West Pointe's engineer spoke with the City Engineer and the applicant was found to be in compliance.

Mr. Smith cross-examined Mr. Sakowitz. He asked if West Pointe's engineering report had been provided to the City. Mr. Sakowitz answered in the negative because West Pointe's engineer said that one was not necessary and SJRWMD provided a letter stating the plan was fine as is. Mr. Bailey asked that the letter from SJRWMD be submitted for the record. Mr. Sakowitz provided same and read it into the record. Mr. Smith said he was familiar with the letter and after speaking with SJRWMD, he was told that it was different as to whether it was permitted by SJRWMD or Florida Department of Environmental Protection (FDEP). It did not apply to any ordinances as required by the City.

Mr. Bailey asked Mr. Sakowitz to cite the exemptions from Section 174.065. Mr. Sakowitz said it was (B) and (C) and read each into the record. Mr. Bailey asked if a development plan was submitted with the plat. Mr. Sakowitz advised that there was no development plan. The lots were being divided, but nothing was being built.

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

Mr. Watanabe provided a presentation of the drainage plan for Plantation Circle. He explained the drainage history of the site from 1984 to date. Mr. Bailey asked if a permit was a condition of having an approved plan. Mr. Watanabe said the permitted project subdivision was approved. There were issues with SJRWMD and the overall subdivision, but the drainage plan was approved and given a permit by SJRWMD. Mr. Bailey asked if the permit was just for drainage and Mr. Watanabe confirmed same. Mr. Bailey asked if the lots in question were permitted. Mr. Watanabe said they were taken out of the plan and were not permitted but were part of the drainage analysis. Mr. Bailey said that if the lots were not in the permitted plan, then there was no approved plan. The overall plan was approved, but it excluded the applicant's lots. Mr. Anderson asked if the five (5) lots currently drained into a privately-owned pond. Mr. Watanabe confirmed same.

Mr. Bailey called Ms. Shaber as witness. He asked Ms. Shaber the same questions as Mr. Watanabe regarding the permitting and approved plan. Ms. Shaber said the Plantation Circle Drainage Plan, as shown in Mr. Watanabe's presentation, was a permitted plan through SJRWMD. The reason those particular lots were removed was

due to no proposed construction and no need for water quality volume in that area. She said that within a Stormwater Management Plan, there were two components - flood and water quality. The flood component for the properties in question was in the permitted calculations. The only reason water quality was not part of the calculation was due to no proposed construction. Mr. Bailey asked if the water quality component would have to be completed should there be future construction. Ms. Shaber recommended that component if construction occurred and further explained drainage of the lots. She said that SJRWMD did not regulate single-family lots or minor subdivisions. It was seen as an FDEP issue, but the lots were being platted to be sold as single-family residential lots. She answered other questions posed by Councilman Bailey. She mentioned that Mr. West was insistent that they were not moving forward with development. However, because this site was already covered under a drainage plan, staff felt that the lots would be covered under the single-family lot drainage and building permits.

Mr. Anderson asked if subdivisions at Lake Mina and Ivanhoe had a drainage plans. Ms. Shaber said yes, but they were different situations. Mr. Anderson asked if this was the first time that Council had considered a site without a drainage plan. Ms. Shaber said this was her first experience with such a project.

Mr. Walker cross-examined Ms. Shaber. He asked if she was satisfied with staff's decision. She confirmed same as Plantation Circle had an approved drainage plan that was permitted with calculations for flood control, and it was evident that the lot was draining into Retention Pond 2. There was no concern about flooding or the negative impact to surrounding properties.

Mr. Smith cross-examined Ms. Shaber. He asked if there was a drainage plan for the 9-acre lot. Ms. Shaber said City did not have an approved drainage plan. Mr. Smith said that SJRWMD was not really involved in this project as they felt it was an issue to be addressed by the FDEP. He asked if the City had contacted FDEP for its opinion. Ms. Shaber answered in the negative and said that the reasons SJRWMD did not feel it needed to be permitted was because the site fell below their thresholds. FDEP regulated single-family lots, and SJRWMD regulated large-planned developments.

Mr. Walker cross-examined Mr. Watanabe. He asked if staff was confident in its decision regarding Disclaimer Number 6 on the plat. Mr. Watanabe answered in the affirmative and relayed the same response as Ms. Shaber. Mr. Walker asked if Mr. Watanabe was familiar with the applicable City Codes and if staff's decision was in conformity with those Codes. Mr. Watanabe answered in the affirmative.

Mr. Smith cross-examined Mr. Watanabe. He asked if Mr. Watanabe ever received communications from Mr. Crosby at SJRWMD that the drainage from the new subdivision should not flow into existing drainage of Plantation Circle. Mr. Watanabe said he could not recall.

Mr. Bailey asked Mr. Watanabe to what exemption in the Code was he referring. Mr. Watanabe said that if there was an established drainage plan in place, and the proposed subdivision did not change any of the existing roads or lots or drainage plan, then it would be exempt. Mr. Bailey asked if the disclaimer had been placed on any other plats. Mr. Watanabe was not aware, and the surveyor was hesitant in putting it on the plat, but he felt this situation was very unique and warranted the note.

Mr. Bailey asked for clarification on a section of Chapter 184, of the Code, which stated that the process could be handled administratively in two stages. Mr. Bradley cited Section 184.34(A) which explained that there was a preliminary plat review, and then a construction plan and final plat review. He said the only reason the item came before City Council was due to the waiver for the water and sewer requirement.

Bill Battin, resident, said that when this item was presented to Council for the waiver, he had questioned the item as it was mandated in the City's Code.

Mr. Walker provided concluding remarks. He wanted to formally renew his motion to dismiss the appeal as it failed to comply with the timeliness requirement of the City's Code. He said there were no witnesses offered by the appellant and he was not an expert.

Mr. Smith provided concluding remarks. He questioned where the water would go – either into his pond or into a swale on Babcock Street. He was told it would not go into his pond and said that many admissible documents were submitted to the City Clerk proving same. He said the plat did not have a permitted drainage stormwater plan in place from the City.

The public hearing was closed.

Motion by Deputy Mayor Johnson to uphold staff's ruling. The motion died for lack of second.

Mr. Bailey had an additional question for staff. Ms. Smith advised it was allowed if other parties had the opportunity to cross-examine.

The public hearing was reopened.

Mr. Bailey asked Mr. Bradley if other subdivisions had to have construction plans with the final plat review. Mr. Bradley said there could be a gap between subdivision approval and submittal of an engineer design. Mr. Bailey questioned if construction plan and final plat review had to occur at the same time, as reflected in the Code, or could they be separated. Mr. Bradley said that for a single-family development, the homes may not be built at the same time, so the sites had to provide drainage at the time the homes were designed. Mr. Bailey asked if Mr. Bradley interpreted the Code to mean that the two would happen at the same time. Mr. Bradley answered that it could appear that they should happen simultaneously, but it depended on the project.

The public hearing was closed.

Motion by Mr. Bailey, seconded by Mr. Santiago, to uphold staff's decision.

Mr. Bailey felt there should have been more to this process and understood the issues as presented by the appellant, but with all facts given from staff, he found it difficult to vote otherwise. He said that staff acted within the parameters of the Code.

Mr. Santiago agreed with Councilman Bailey and he felt confident with Ms. Shaber's explanation.

Mr. Anderson felt that the City was skipping a step and that the applicant should have received approval from Council to waive the drainage plan requirement. He did not believe the water would flow into the private pond, but felt it was unfair to use a 30-year old map and state that it was applicable to a new minor subdivision. He was not saying that staff was wrong but felt that Council should have been given the authority to give the waiver.

Motion carried with members voting as follows:

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

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 9:25 p.m.

William Capote, MAYOR

ATTEST:

Terri J. Lefler, DEPUTY CITY CLERK



LEGISLATIVE MEMORANDUM

DATE: 10/15/2020

RE: Adoption of Minutes: Special Council Meeting 2020-33; September 23, 2020.

ATTACHMENTS:

Description

Minutes - SCM 2020-33

CITY OF PALM BAY, FLORIDA

SPECIAL COUNCIL MEETING 2020-33

Held on Wednesday, the 23rd 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 6:00 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
DEPUTY CITY ATTORNEY:	Jennifer Cockcroft	Present
CITY CLERK:	Terese Jones	Present

PUBLIC HEARING:

1. Discussion of tax rate, millage rate and final budget for Fiscal Year 2020-2021 - City Manager.

The public hearing was opened.

Ms. Sherman stated the proposed tax millage rate was 8.1379, which was a 6.5% increase over the rollback rate. The percentage increase being above the three percent (3%) cap was caused by new construction being excluded from the three percent (3%) cap. Contributing to the operating millage rate increase over the rollback rate were: actuarial requirements to increased Police and Fire pensions; increased debt service payments; funding of high priority and critical needs, including contractual requirements with Johnson Controls, Honeywell, Florida Power and Light street lights and solar programs, burglar alarm monitoring, septic and sewer pump-outs, and temporary employment services; one Housing Development full-time employee (FTE) position;

Road Maintenance funding; and transfer of personnel service expenditures, including five (5) engineering and administration FTE positions and eight (8) mowing staff FTE positions, along with associated operating expenditures from the Stormwater Utility Fund to the General Fund.

Ms. Sherman advised that the City had adopted a tentative debt millage rate of 0.7516 for the next fiscal year. The debt millage rate would generate estimated revenues of \$3,527,298 based on the gross taxable value certified by the Brevard County Property Appraiser. These revenues were restricted and designated for the payment of the General Obligation Bonds, Series 2019, debt service payment of \$3,527,750 due in the Fiscal Year 2021 budget year.

The public hearing was closed.

PUBLIC COMMENTS: (Will be heard under the items of business.)

Public comments were heard under the items of business.

BUSINESS:

1. Resolution 2020-43, establishing fees, rates, and charges pursuant to the Code of Ordinances, Title III, Administration, Chapter 33, Fire Department.

The Deputy City Attorney read the resolution in caption only.

Motion by Deputy Mayor Johnson, seconded by Mr. Anderson, to adopt Resolution 2020-43. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

2. Resolution 2020-44, establishing fees, rates, and charges pursuant to the Code of Ordinances, Title III, Administration, Chapter 36, Parks and Recreation.

The Deputy City Attorney read the resolution in caption only.

Motion by Deputy Mayor Johnson, seconded by Mr. Anderson, to adopt Resolution 2020-44. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

3. Resolution 2020-45, establishing fees, rates, and charges pursuant to the Code of Ordinances, Title XI, Business Regulations, Chapter 117, Alarm Systems.

The Deputy City Attorney read the resolution in caption only.

Motion by Mr. Bailey, seconded by Deputy Mayor Johnson, to adopt Resolution 2020-45. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

4. Resolution 2020-46, establishing fees, rates, and charges pursuant to the Code of Ordinances, Title XVII, Land Development Code.

The Deputy City Attorney read the resolution in caption only.

Motion by Deputy Mayor Johnson, seconded by Mr. Anderson, to adopt Resolution 2020-46.

Mr. Bailey said there were increases to permits and as the Building Fund was healthy, he would not support the proposed increases.

Motion carried with members voting as follows:

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

5. Resolution 2020-47, establishing fees, rates, and charges pursuant to the Code of Ordinances, Title XVII, Land Development Code, Chapter 171, Fair Share Impact Fees.

The Deputy City Attorney read the resolution in caption only.

Motion by Deputy Mayor Johnson, seconded by Mr. Anderson, to adopt Resolution 2020-47.

Mr. Bailey said he was not in favor of the large increases that were enacted previously and would not support the request.

Motion carried with members voting as follows:

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

6. Resolution 2020-48, establishing fees, rates, and charges pursuant to the Code of Ordinances, for specified chapters and sections therein.

The Deputy City Attorney read the resolution in caption only.

Bill Battin, resident, said the stormwater utility rate had increased from \$4.47 to \$10.92. He questioned the large increase. Ms. Sherman said the \$4.47 was from 2017 and was the utility fee that was in place prior to the assessment.

Motion by Deputy Mayor Johnson, seconded by Mr. Anderson, to adopt Resolution 2020-48.

Motion carried with members voting as follows:

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

7. Resolution 2020-49, adopting Classification and Pay Plans and the Position Control Plan for employees of the City of Palm Bay.

The Deputy City Attorney read the resolution in caption only.

Motion by Deputy Mayor Johnson, seconded by Mr. Anderson, to adopt Resolution 2020-49. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

8. Resolution 2020-50, adopting the Five-Year Capital Improvement Plan for Fiscal Years 2020-2021 through 2024-2025.

The Deputy City Attorney read the resolution in caption only.

Don Jordan, resident, said he did not see culvert replacements for Unit 49 in the plan. Ms. Sherman said it was not included as yet and, based on Council's direction, Unit 49 would be considered by the Infrastructure Advisory and Oversight Board to move up to Year 3 in the Road Program. If approved, then related budget amendments would be handled accordingly.

Motion by Mr. Anderson, seconded by Deputy Mayor Johnson, to adopt Resolution 2020-50. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Johnson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

9. Resolution 2020-51, approving the millage rate and debt millage rate for Fiscal Year 2020-2021.

The Deputy City Attorney read the resolution in caption only.

Motion by Deputy Mayor Johnson, seconded by Mr. Santiago, to adopt Resolution 2020-51.

Mr. Bailey provided information of each municipality in Brevard County reflecting tax increases above the rollback rate from 2016 to date. He said that Palm Bay was the second highest in the County. There were four (4) municipalities that were going back to the rollback rate. He hoped that Council would be more conservative in the future, but he did not support the millage rate as presented. He added that when the City exceeded the three percent (3%) cap, any leftover funds should not be included in the following year's budget.

Mr. Santiago provided a breakdown of how much it would cost per household to fix one mile of roadway. In comparison to the other cities, Palm Bay was the lowest. He said in reviewing how much Palm Bay received in revenue compared to the scope of the City and the fact that Palm Bay was a full-service City, he said there had to be a balance with a higher millage rate.

Mr. Anderson said that during his term on Council, the millage rate averaged at 8.45 and now it was proposed at 7.8. He said roads were being fixed and even with major hurricanes, the City was still moving in the right direction. There was further discussion on the city comparisons.

Motion carried with members voting as follows:

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

PUBLIC HEARINGS:

1. Ordinance 2020-59, amending the Code of Ordinances, Chapter 200, Utilities Code, by adjusting the rates, fees, and charges for the City's utilities system and services, final reading.

The Deputy City Attorney read the ordinance in caption only.

The public hearing was opened and closed as there were no comments.

Motion by Deputy Mayor Johnson, seconded by Mr. Anderson, to adopt Ordinance 2020-59.

Motion carried with members voting as follows:

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

2. Ordinance 2020-60, amending the Code of Ordinances, Chapter 201, Sewer Use, Subchapter 'Miscellaneous Provisions', by adjusting the permit fees and other charges related to the City's utilities wastewater system, final reading.

The Deputy City Attorney read the ordinance in caption only.

The public hearing was opened and closed as there were no comments.

Motion by Deputy Mayor Johnson, seconded by Mr. Anderson, to adopt Ordinance 2020-60.

Motion carried with members voting as follows:

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

3. Ordinance 2020-61, amending the Code of Ordinances, Chapter 202, Reclaimed Water, by adjusting the rates, fees, and charges for reclaimed water, final reading.

The Deputy City Attorney read the ordinance in caption only.

The public hearing was opened and closed as there were no comments.

Motion by Deputy Mayor Johnson, seconded by Mr. Anderson, to adopt Ordinance 2020-61.

Motion carried with members voting as follows:

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

4. Ordinance 2020-62, adopting the final budget for Fiscal Year 2020-2021, final reading.

The Deputy City Attorney read the ordinance in caption only.

The public hearing was opened and closed as there were no comments.

Motion by Deputy Mayor Johnson, seconded by Mr. Anderson, to adopt Ordinance 2020-62.

Motion carried with members voting as follows:

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

There being no further business, the meeting adjourned at the hour of 6:56 P.M.

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

DATE: 10/15/2020

RE: Award of Bid: Culvert pipe replacement, Units 2, 3, 4, 43, and 47 – IFB 80-0-2020 – Public Works Department (PRP Construction Group, LLC - \$278,959).

This project is comprised of the removal, disposal, re-installation and restoration of multiple cross drain culvert pipes at twenty five (25) pipe locations, nine (9) drainage inlets, three hundred sixty five (365) Linear Feet of concrete curb and sixty two (62) Linear Feet of Valley Gutter in Port Malabar in Unit 2, 3, 4, 43 and 47 within the City of Palm Bay. Construction of these projects are all turn-key and will include all aspects of work.

Four (4) bids were received. The Procurement Department staff reviewed the bids for responsiveness. Public Works Department evaluated the bids for responsibility and ability to perform the scope of services. The Department found the lowest responsive bid to be acceptable.

The City's Engineers Estimate for this project is \$332,362.31. The lowest bid by PRP Construction Group, LLC is \$278,959.28. Public Works Engineering staff has reviewed the low bidder's Summary of Pay Items, proposed Subcontractors, Equipment List and References and is satisfied with the evidence provided by the contractor. Staff recommends PRP Construction Group, LLC, Indiantown Florida for award of IFB #80-0-2020/MS – Culvert Pipe Replacement Unit 2, 3, 4, 43 and 47.

Local Preference was applied to the two (2) Brevard County vendors; however, the preference did not impact the outcome of the tabulation.

REQUESTING DEPARTMENT:

Public Works, Procurement

FISCAL IMPACT:

The engineer's estimate for this project was \$332,362.31. Total project award will be \$278,959.28. Funds are available in the Stormwater Utility Fund G/L Account 461-7084-541-6309, \$100,992.03

Project No 20SU17 Unit 2 & 3 Pipe Replacement; \$146,350.50 Project No 20SU18 Unit 4 Pipe Replacement; \$16,147.50 Project No 20SU25 Unit 43 Pipe Replacement; \$15,468.25 Project No 20SU26 Unit 47 Pipe Replacement.

RECOMMENDATION:

Motion to approve award of IFB #80-0-2020/MS Culvert Pipe Replacement Unit 2, 3, 4, 43, & 47 to PRP Construction Group, LLC. out of Indiantown, Florida.

ATTACHMENTS:

Description

08-0-2020 Tabulation

				Local Preference: Not Requested		Local Preference: C		Local Preference: C		Local Preference: Not Requested	
	IFB #80-0-2020/MS Culvert Pipe Replacement - Units 2, 3, 4, 43, & 47			PRP Construction Group, LLC		Stillwater Construction		JoBear Contracting, Inc.		Timothy Rose Contracting	
				8300 SW Springhaven Ave.		2555 Cason Lane		1950 Danr Dr.		1360 Old Dixie Hwy SW, Suite 106	
				Indiantown, FL 34956		Malabar, FL 32950		Palm Bay, FL 32905		Vero Beach, FL 32962	
				772-597-6923 Ext. 301		321-288-1281		321-723-3571		772-564-7800	
				ppsheltra@gmail.com		stillwaterconstruction@hotmail.com		rob@jobearinc.com		timrose7@comcast.net	
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
UNIT 2 & 3											
1	Mobilization	1	LS	\$ 14,500.00	\$ 14,500.00	\$ 20,000.00	\$ 20,000.00	\$ 17,000.00	\$ 17,000.00	\$ 34,000.00	\$ 34,000.00
2	Maintenance of Traffic	1	LS	\$ 3,250.00	\$ 3,250.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,588.00	\$ 6,588.00
3	Erosion Control	1	LS	\$ 4,275.00	\$ 4,275.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,115.00	\$ 2,115.00
4	Flowable Fill (excavatable)	16.7	CY	\$ 375.00	\$ 6,262.50	\$ 250.00	\$ 4,175.00	\$ 250.00	\$ 4,175.00	\$ 135.00	\$ 2,254.50
5	Type B Stabilization	90	SY	\$ 16.25	\$ 1,462.50	\$ 7.00	\$ 630.00	\$ 15.00	\$ 1,350.00	\$ 9.00	\$ 810.00
6	Optional Base, Base Group 06	321.3	SY	\$ 17.75	\$ 5,703.08	\$ 25.00	\$ 8,032.50	\$ 30.00	\$ 9,639.00	\$ 25.00	\$ 8,032.50
7	1.5" Asphalt Concrete Traffic C, SP-9.5	20.9	TN	\$ 245.50	\$ 5,130.95	\$ 300.00	\$ 6,270.00	\$ 425.00	\$ 8,882.50	\$ 280.00	\$ 5,852.00
8	Inlets, Ditch Bottom, Type C, < 10	2	EA	\$ 3,493.00	\$ 6,986.00	\$ 2,700.00	\$ 5,400.00	\$ 3,000.00	\$ 6,000.00	\$ 1,975.00	\$ 3,950.00
9	Inlet Top, replace curb inlet – match existing	3	EA	\$ 5,583.00	\$ 16,749.00	\$ 1,500.00	\$ 4,500.00	\$ 3,050.00	\$ 9,150.00	\$ 6,600.00	\$ 19,800.00
10	15" Corrugated Aluminum pipe, round 15"	27	LF	\$ 58.50	\$ 1,579.50	\$ 40.00	\$ 1,080.00	\$ 130.41	\$ 3,521.07	\$ 131.00	\$ 3,537.00
11	18" Corrugated Aluminum pipe, round 18"	129	LF	\$ 63.00	\$ 8,127.00	\$ 45.00	\$ 5,805.00	\$ 142.69	\$ 18,407.01	\$ 95.00	\$ 12,255.00
12	21"x15" Corrugated Aluminum pipe elliptical/arch 18"	25	LF	\$ 74.50	\$ 1,862.50	\$ 45.00	\$ 1,125.00	\$ 145.66	\$ 3,641.50	\$ 140.00	\$ 3,500.00
13	18" High Density Polyethylene Pipe, round 18"	40	LF	\$ 55.50	\$ 2,220.00	\$ 60.00	\$ 2,400.00	\$ 165.30	\$ 6,612.00	\$ 65.00	\$ 2,600.00
14	42" High Density Polyethylene Pipe, round 42"	140	LF	\$ 100.50	\$ 14,070.00	\$ 110.00	\$ 15,400.00	\$ 205.79	\$ 28,810.60	\$ 332.00	\$ 46,480.00
15	14"x23" Reinforced Concrete Pipe, Elliptical 18"	64	LF	\$ 76.50	\$ 4,896.00	\$ 100.00	\$ 6,400.00	\$ 174.76	\$ 11,184.64	\$ 125.00	\$ 8,000.00
16	Shoulder Gutter – 24" wide Drop curb	40	LF	\$ 40.00	\$ 1,600.00	\$ 25.00	\$ 1,000.00	\$ 46.50	\$ 1,860.00	\$ 53.00	\$ 2,120.00
17	12" Curb Around Inlets	26	LF	\$ 40.50	\$ 1,053.00	\$ 20.00	\$ 520.00	\$ 87.15	\$ 2,265.90	\$ 47.00	\$ 1,222.00
18	Performance Turf, Sod	230	LF	\$ 5.50	\$ 1,265.00	\$ 4.00	\$ 920.00	\$ 5.00	\$ 1,150.00	\$ 5.00	\$ 1,150.00
SUB-TOTAL Units 2 & 3				\$100,992.03		\$88,657.50		\$137,649.22		\$164,266.00	
UNIT 4											
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 14,500.00	\$ 14,500.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 37,000.00	\$ 37,000.00
2	Maintenance of Traffic	1	LS	\$ 3,250.00	\$ 3,250.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,720.00	\$ 6,720.00
3	Erosion Control	1	LS	\$ 4,275.00	\$ 4,275.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
4	Optional Base, Base Group 06	400	SY	\$ 17.75	\$ 7,100.00	\$ 25.00	\$ 10,000.00	\$ 30.00	\$ 12,000.00	\$ 25.00	\$ 10,000.00
5	Optional Base, Base Group 09	430	SY	\$ 19.50	\$ 8,385.00	\$ 30.00	\$ 12,900.00	\$ 35.00	\$ 15,050.00	\$ 34.00	\$ 14,620.00
6	1.5" Asphalt Concrete Traffic C, SP-9.5	29	TN	\$ 245.50	\$ 7,119.50	\$ 300.00	\$ 8,700.00	\$ 425.00	\$ 12,325.00	\$ 275.00	\$ 7,975.00
7	.2" Asphalt Concrete Traffic C, SP-9.5	43	TN	\$ 250.00	\$ 10,750.00	\$ 300.00	\$ 12,900.00	\$ 425.00	\$ 18,275.00	\$ 280.00	\$ 12,040.00
8	Curb inlet repair, concrete apron	30	LF	\$ 40.50	\$ 1,215.00	\$ 100.00	\$ 3,000.00	\$ 86.70	\$ 2,601.00	\$ 80.00	\$ 2,400.00
9	Inlet Top, replace curb inlet – match existing	2	EA	\$ 5,683.00	\$ 11,366.00	\$ 1,500.00	\$ 3,000.00	\$ 3,050.00	\$ 6,100.00	\$ 6,600.00	\$ 13,200.00
10	24" Wide Concrete Curb	299	LF	\$ 40.00	\$ 11,960.00	\$ 30.00	\$ 8,970.00	\$ 33.05	\$ 9,881.95	\$ 62.00	\$ 18,538.00

	IFB #80-0-2020/MS Culvert Pipe Replacement - Units 2, 3, 4, 43, & 47			PRP Construction Group, LLC		Stillwater Construction		JoBear Contracting, Inc.		Timothy Rose Contracting	
				8300 SW Springhaven Ave.		2555 Cason Lane		1950 Danr Dr.		1360 Old Dixie Hwy SW, Suite 106	
				Indiantown, FL 34956		Malabar, FL 32950		Palm Bay, FL 32905		Vero Beach, FL 32962	
				772-597-6923 Ext. 301		321-288-1281		321-723-3571		772-564-7800	
				ppsheltra@gmail.com		stillwaterconstruction@hotmail.com		rob@jobearinc.com		timrose7@comcast.net	
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
11	36" Wide Concrete Valley Gutter	62	LF	\$ 45.00	\$ 2,790.00	\$ 35.00	\$ 2,170.00	\$ 51.40	\$ 3,186.80	\$ 77.00	\$ 4,774.00
12	Performance Turf, Sod	40	SY	\$ 5.50	\$ 220.00	\$ 4.00	\$ 160.00	\$ 5.00	\$ 200.00	\$ 5.00	\$ 200.00
13	15" High Density Polyethylene Pipe, round 15"	74	LF	\$ 52.50	\$ 3,885.00	\$ 55.00	\$ 4,070.00	\$ 101.95	\$ 7,544.30	\$ 75.00	\$ 5,550.00
14	18" High Density Polyethylene Pipe, round 18"	104	LF	\$ 55.50	\$ 5,772.00	\$ 60.00	\$ 6,240.00	\$ 104.19	\$ 10,835.76	\$ 80.00	\$ 8,320.00
15	24" High Density Polyethylene Pipe, round 24"	56	LF	\$ 74.50	\$ 4,172.00	\$ 70.00	\$ 3,920.00	\$ 134.51	\$ 7,532.56	\$ 100.00	\$ 5,600.00
16	30" High Density Polyethylene Pipe, round 30"	48	LF	\$ 100.50	\$ 4,824.00	\$ 88.00	\$ 4,224.00	\$ 170.90	\$ 8,203.20	\$ 140.00	\$ 6,720.00
17	60" High Density Polyethylene Pipe, round 60"	54	LF	\$ 199.00	\$ 10,746.00	\$ 170.00	\$ 9,180.00	\$ 249.87	\$ 13,492.98	\$ 395.00	\$ 21,330.00
18	21"x15" Corrugated Aluminized Steel Pipe	68	LF	\$ 68.00	\$ 4,624.00	\$ 55.00	\$ 3,740.00	\$ 116.15	\$ 7,898.20	\$ 170.00	\$ 11,560.00
19	21" Corrugated Aluminized Steel Pipe Round	30	LF	\$ 78.00	\$ 2,340.00	\$ 50.00	\$ 1,500.00	\$ 125.89	\$ 3,776.70	\$ 165.00	\$ 4,950.00
20	14"x23" Reinforced Concrete Pipe, Elliptical 18"	178	LF	\$ 76.50	\$ 13,617.00	\$ 65.00	\$ 11,570.00	\$ 119.55	\$ 21,279.90	\$ 125.00	\$ 22,250.00
21	34"x53" Reinforced Concrete Pipe, Elliptical 42"	64	LF	\$ 210.00	\$ 13,440.00	\$ 180.00	\$ 11,520.00	\$ 332.62	\$ 21,287.68	\$ 430.00	\$ 27,520.00
SUB-TOTAL Unit 4				\$146,350.50		\$142,764.00		\$203,471.03		\$243,267.00	
UNIT 43											
1	Mobilization	1	LS	\$ 5,350.00	\$ 5,350.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,960.00	\$ 6,960.00
2	Maintenance of Traffic	1	LS	\$ 1,050.00	\$ 1,050.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 1,350.00	\$ 1,350.00
3	Erosion Control	1	LS	\$ 1,150.00	\$ 1,150.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 850.00	\$ 850.00
4	Removal of existing structure	5	SY	\$ 215.00	\$ 1,075.00	\$ 1,000.00	\$ 5,000.00	\$ 100.00	\$ 500.00	\$ 40.00	\$ 200.00
5	Optional Base, Base Group 06	26	SY	\$ 17.75	\$ 461.50	\$ 25.00	\$ 650.00	\$ 30.00	\$ 780.00	\$ 25.00	\$ 650.00
6	2" Asphalt Concrete Traffic C, SP-9.5	4	TN	\$ 250.00	\$ 1,000.00	\$ 25.00	\$ 100.00	\$ 425.00	\$ 1,700.00	\$ 280.00	\$ 1,120.00
7	Pipe Culvert, Optional Material, round 18" (PPP)	44	LF	\$ 73.50	\$ 3,234.00	\$ 60.00	\$ 2,640.00	\$ 91.78	\$ 4,038.32	\$ 101.25	\$ 4,455.00
8	24" Wide Concrete Curb (Miami curb)	20	LF	\$ 46.50	\$ 930.00	\$ 30.00	\$ 600.00	\$ 33.05	\$ 661.00	\$ 63.00	\$ 1,260.00
9	Utility Pipe, Adjust/modify 5.9-12.9"	1	EA	\$ 1,897.00	\$ 1,897.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,300.00	\$ 7,300.00
SUB-TOTAL Unit 43				\$16,147.50		\$35,990.00		\$30,429.32		\$24,145.00	
Unit 47											
1	Mobilization	1	LS	\$ 5,350.00	\$ 5,350.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,960.00	\$ 6,960.00
2	Maintenance of Traffic	1	LS	\$ 1,050.00	\$ 1,050.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 1,350.00	\$ 1,350.00
3	Erosion Control	1	LS	\$ 1,150.00	\$ 1,150.00	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00	\$ 850.00	\$ 850.00
4	Removal of existing structure	5	SY	\$ 215.00	\$ 1,075.00	\$ 1,000.00	\$ 5,000.00	\$ 100.00	\$ 500.00	\$ 40.00	\$ 200.00
5	Optional Base, Base Group 06	25	SY	\$ 17.75	\$ 443.75	\$ 25.00	\$ 625.00	\$ 30.00	\$ 750.00	\$ 25.00	\$ 625.00
6	2" Asphalt Concrete Traffic C, SP-9.5	4	TN	\$ 250.00	\$ 1,000.00	\$ 300.00	\$ 1,200.00	\$ 425.00	\$ 1,700.00	\$ 280.00	\$ 1,120.00
7	Pipe Culvert, Optional Material, round 18" (PPP)	35	LF	\$ 73.50	\$ 2,572.50	\$ 60.00	\$ 2,100.00	\$ 105.49	\$ 3,692.15	\$ 101.25	\$ 3,543.75
8	24" Wide Concrete Curb (Miami curb)	20	LF	\$ 46.50	\$ 930.00	\$ 30.00	\$ 600.00	\$ 33.05	\$ 661.00	\$ 63.00	\$ 1,260.00
9	Utility Pipe, Adjust/modify 5.9-12.9"	1	EA	\$ 1,897.00	\$ 1,897.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,300.00	\$ 7,300.00
SUB-TOTAL Unit 47				\$15,468.25		\$36,525.00		\$30,053.15		\$23,208.75	
GRAND TOTAL - Units 2, 3, 4, 43, & 47				\$278,958.28		\$303,936.50		\$401,602.72		\$454,886.75	



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: 10/15/2020

RE: Miscellaneous: Road paving, Unit 42 and Garvey Road – Change Order 2 (IFB 29-0-2020) – Public Works Department (Asphalt Paving Systems - \$275,509).

Road Bond Paving for Unit 42 & Garvey were awarded by City Council on April 15, 2020 for \$7,544,652.43 plus \$377,000 in contingency funding for the Full Depth Reclamation (FDR) for Garvey Road and streets within Unit 42; Unit 42 also includes milling and paving as well as thin lift overlay. On August 3, 2020, Change Order #1 was requested by the Public Works Department and approved by the Chief Procurement Officer for a GridSmart camera system in the amount of \$20,350.00, which increased current contract to \$7,565,002.43.

After start of construction, Public Works staff identified Glendale Avenue, Jupiter Boulevard and the western segment of Pace Drive needed to be milled and paved instead of thin lift asphalt overlay. When these streets were originally inspected and designed for road work in 2019, the pavement treatment needed was determined to be thin lift asphalt overlay. In the approximately one year timeframe since the original review, staff determined that these road segments have deteriorated beyond a simple asphalt overlay, and are being changed to mill and pave as the appropriate treatment for the current condition.

Change Order #2 requests the change in scope or work from thin lift asphalt overlay to a mill and pave operation for Glendale Avenue from Emerson Drive to Pace Drive, Jupiter Boulevard from Emerson Drive to C1 canal and then the western segment of Pace Drive from Glendale Avenue to Gilmar Avenue. The change in scope of work will have an impact to the contract in the amount of \$275,508.54, which requires Council approval. In accordance with Procurement Code of Ordinance 38.07, the mandatory City Council approval amount for change orders shall be ten percent (10%) or \$100,000.00 whichever is lower.

Both change orders for this project are a cumulative total of \$295,858.54 which is within the \$377,000 contingency approved by Council for the initial reward, leaving a contingency balance of \$81,141.46.

REQUESTING DEPARTMENT:

Public Works, Procurement

FISCAL IMPACT:

Total current contract amount of \$7,565,002.43 increased by Change Order #2 if approved will be \$7,840,510.97. Funds are available in Go Road G/L Account 309-7090-541-6303 as follows: 1) \$7,106,607.02 Project No. 20GO03 Unit 42 Road Paving and 2) \$815,045.41 Project No. 20GO04 Garvey Road Paving for a total of \$7,921,652.40.

RECOMMENDATION:

Motion to approve Change Order #2 for Bid #29-0-2020/JG Unit 42 Road Paving & Garvey Road Paving to Asphalt Paving Systems, Inc. of Zephyrhills, Florida.

ATTACHMENTS:**Description**

Unit 42 - Garvey Change Order #2

Unit 42 - Garvey Change Order No 1

Unit 42 - Garvey Legislative Memo Award of Invitation 4.15.2020

Bid No. 29-0-2020
CHANGE ORDER NO. 2

PROJECT: **20GO03 Unit 42 Road Paving**
and **20GO04 Garvey Road Paving**

DATED: 05/26/20

CHANGE ORDER NUMBER: 2

DATED: 08/28/20

CONTRACTOR: Asphalt Paving Systems

ADDRESS: 9021 Wire Road
Zephyrhills FL 33540

JUSTIFICATION: Changes in scope and materials

ORIGINAL CONTRACT AMOUNT	\$ <u>7,544,652.43</u>
CURRENT CONTRACT AMOUNT	\$ <u>7,565,002.43</u>
INCREASE/DECREASE IN CONTRACT AMOUNT	\$ <u>275,508.54</u>
NEW CONTRACT AMOUNT	\$ <u>7,840,510.97</u>

CURRENT CONTRACT COMPLETION DATE	<u>November 22, 2020</u>
INCREASE/DECREASE IN CONTRACT TIME	<u>0 days</u>
NEW CONTRACT COMPLETION DATE	<u>November 22, 2020</u>

ORDERED BY THE CITY OF PALM BAY

ACCEPTED BY CONTRACTOR

Juliet Misconi, CPPO, CPPB
Chief Procurement Officer

Name: _____

Title: _____

Frank Watanabe
Public Works Director

Date: _____

Bid No. 29-0-2020

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

PROJECT: **20GO03 Unit 42 Road Paving**
and 20GO04 Garvey Road Paving

UNIT 42

Item No.	Description	Unit	Quantity	Unit Price	Amount
327-70-5	Milling Exist Asph Pavt, 2" Avg Depth	SY	28,458	\$2.63	\$74,844.54
337-7-83	2" Asph Conc, Traffic C, SP-12.5, PG 76-22	TN	1,926	\$104.00	\$200,304.00
20GO03 Unit 42 Road Paving Change Order Total:					\$275,148.54

GARVEY ROAD SW

Item No.	Description	Unit	Quantity	Unit Price	Amount
285-709	Optional Base, Base Group 09	SY	24	\$15.00	\$360.00
20GO04 Garvey Rd Road Paving Change Order Total:					\$360.00

20GO03 Unit 42 Road Paving: \$275,148.54
20GO04 Garvey Rd Road Paving: \$360.00
Total \$275,508.54



CITY OF PALM BAY

PROCUREMENT DEPARTMENT

PHONE: (321) 952-3424

05/08/20

PURCHASE

ORDER NO.

CHANGE #: 205190₁

DATE CHG: 08/06/20

CITY OF PALM BAY

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

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ASPHALT PAVING SYSTEMS INC
D9021 WIRE RD
OZEPHYRHILLS, FL 33540
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VENDOR NO.		DATE NEEDED	ACCOUNT NO.		F.O.B. POINT	
13803		08/01/20	SEE BELOW		PALM BAY, FL	
REQUISITION BY:		REQUISITION DATE		REQUISITION NO.	CONTRACT NO.	PROJECT NO.
					29-0-2020	
LINE NO.	QUANTITY/UOM	ITEM DESCRIPTION			UNIT PRICE	TOTAL PRICE
1	6768207.02EA	***** * * CHANGE ORDER * * ***** PMU 42 ROAD BOND PAVING			1.0000	6768207.02

*** SHIPPING INSTRUCTIONS ***						
TO:		PUBLIC WORKS DEPARTMENT 1050 MALABAR ROAD SW PALM BAY, FL 32908				
2	776445.41EA	GARVEY ROAD BOND PAVING			1.0000	776445.41

*** SHIPPING INSTRUCTIONS ***						
TO:		PUBLIC WORKS DEPARTMENT 1050 MALABAR ROAD SW PALM BAY, FL 32908				
3	1.00EA	GRIDSMA RT 2 CAMERA SYSTEM FOR INTERSECTION OF PACE DRIVE & JUPITER BLVD.			20350.0000	20350.00

*** SHIPPING INSTRUCTIONS ***						
TO:		TRAFFIC OPERATIONS 1750 MAIN ST. NE PALM BAY, FL 32905				

BILL TO:

CITY OF PALM BAY - ACCOUNTS PAYABLE
120 MALABAR ROAD SE
PALM BAY, FL 32907

APPROVED:


CHIEF PROCUREMENT OFFICER

FEDERAL IDENTIFICATION NO. 59-6018984

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 85-8012646361C-4

1 - THIS CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
2 - PURCHASE ORDER NUMBER AND COMPLETE "SHIP TO" ADDRESS **MUST** APPEAR ON INVOICE AND ALL SHIPPING LABELS.
3 - ORDER SUBJECT TO TERMS AND CONDITIONS AS ON REVERSE OR ATTACHED.

GENERAL TERMS AND CONDITIONS

ACCEPTANCE: The terms and conditions of this order cannot be changed by the Seller. If the order is not acceptable, return this purchase order to the City's office of Procurement. Failure of the Seller to whom a purchase order is awarded to deliver according to the purchase order or to comply with any of the terms and conditions therein may disqualify the seller from receiving future orders.

ANTI-DISCRIMINATION: Sellers doing business with the CITY are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry or marital status with regard to but not limited to employment practices, rates of pay or other compensation methods, and training selection.

ASSIGNMENTS: Neither the Purchase Order or payment due will be assigned.

DEFAULT: In the event of default by the Seller, City may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

DELIVERIES: Deliveries are to be made during the hours 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

EXCUSABLE DELAYS: Delays in deliveries can only be granted, in writing, by the City.

F.O.B.: All materials will be delivered F.O.B. Destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. Shipping Point, the vendor will prepay shipping charges and include them on the invoice.

GOVERNING LAW/VENUE /WAIVER OF JURY TRIAL: The rights of the parties hereto shall be construed in accordance with the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any legal action, proceeding or counterclaim. Venue shall be in Brevard County, Florida.

HOLD HARMLESS/INDEMNIFICATION: For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller, including but not limited to the Seller's officers, officials, employees, representatives, agents, Sellers officers, etc., subcontractors and their officers, etc. (hereinafter Seller) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Seller in the execution, performance or non-performance or failure to adequately perform Seller's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

INSPECTION: All items delivered on this order are subject to inspection upon receipt by a representative of the City. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INVOICING: Invoices shall be sent in duplicate to the City of Palm Bay, Accounts Payable Division, 120 Malabar Road, SE, Palm Bay, FL 32907. It is understood and agreed that orders will be shipped at the established contract prices. Invoices in variance with this will be subject to contract cancellation.

LEGAL RESPONSIBILITY: By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable federal, state, and local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall not be a cause for relief from responsibility.

LIMITATION OF LIABILITY: The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller expresses its willingness to enter into this Agreement with the knowledge that the Seller's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Seller pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Seller.

MODIFICATIONS: No modifications of this order shall be binding upon City unless approved by an authorized representative of City's Procurement Office.

OCCUPATIONAL SAFETY AND HEALTH: Items furnished shall meet all requirements for OSHA, as well as federal, state and local requirements of appropriate safety standard organizations. Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

PACKAGING: Packages must be plainly marked with the shipper's name and Purchase Order Number. Charges are not allowed for boxing or crating unless previously agreed upon in writing. Order Number must appear on all invoices, shipping notices, freight bills, and correspondence concerning this order.

PAYMENT CHANGES: Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company and agreed to by the City.

PUBLICITY: No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

QUANTITIES: Quantities specified in the order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.

REPRESENTATIVES: All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind both City and Seller.

RESPONSIBILITY: Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized City order.

TERMINATION: City reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by the City. Seller will be liable for excess cost of re-procurement.

TERMS: By accepting this order, the Seller agrees that payment terms shall be in accord with the Local Government Prompt Payment Act, Florida Statute 218.70, et seq.

WARRANTY: Seller must warrant that the supplies and/or services furnished under this purchase order shall be covered by the most favorable commercial warranty to which the City is entitled under the law and Seller will not limit any rights afforded to the City by any other provisions of this order.

NOTE: ANY AND ALL SPECIAL CONDITIONS, AS AUTHORIZED BY THE CITY AND ATTACHED HERETO, THAT VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.



CITY OF PALM BAY
PROCUREMENT DEPARTMENT

PHONE: (321) 952-3424

05/08/20

PURCHASE

ORDER NO.

CHANGE #: 205190

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DATE CHG: 08/06/20

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ASPHALT PAVING SYSTEMS INC
9021 WIRE RD
ZEPHYRHILLS, FL 33540

CITY OF PALM BAY*-----*
* CONTINUED *
LOCATIONS AND QU*-----*
SPECIFIED FOLLOWING ITEM

VENDOR NO.		DATE NEEDED	ACCOUNT NO.		F.O.B. POINT	
13803		08/01/20	SEE BELOW		PALM BAY, FL	
REQUISITION BY:		REQUISITION DATE		REQUISITION NO.	CONTRACT NO.	PROJECT NO.
					29-0-2020	
LINE NO.	QUANTITY/UOM	ITEM DESCRIPTION			UNIT PRICE	TOTAL PRICE
		***** * * CHANGE ORDER * * *****				
		SUB-TOTAL				7565002.43
		TOTAL				7565002.43
		REMARKS: PLEASE DISREGARD THE QUANTITY AND UNIT COSTS ON THE ABOVE PURCHASE ORDER, THEY ARE REVERSED DUE TO OUR SOFTWARE. THIS WILL ALLOW YOU TO BE PAID IN PARTIAL PAYMENTS. C/O #1 Change in scope and materials (Gridsmart)SB				

BILL TO:

CITY OF PALM BAY - ACCOUNTS PAYABLE
120 MALABAR ROAD SE
PALM BAY, FL 32907

APPROVED:


CHIEF PROCUREMENT OFFICER

FEDERAL IDENTIFICATION NO. 59-6018984

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3 - ORDER SUBJECT TO TERMS AND CONDITIONS AS ON REVERSE OR ATTACHED.

*-----*2

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NOTE: ANY AND ALL SPECIAL CONDITIONS, AS AUTHORIZED BY THE CITY AND ATTACHED HERETO, THAT VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Bid No. 32-0-2020
CHANGE ORDER NO. 1

PROJECT: **20GO03 Unit 42 Road Paving**
and 20GO04 Garvey Road Paving

DATED: 05/26/20

CHANGE ORDER NUMBER: 1

DATED: 07/31/20

CONTRACTOR: Asphalt Paving Systems
ADDRESS: 9021 Wire Road
Zephyrhills FL 33540

JUSTIFICATION: Changes in scope and materials

ORIGINAL CONTRACT AMOUNT	\$ 7,544,652.43
CURRENT CONTRACT AMOUNT	\$ 7,544,652.43
INCREASE/DECREASE IN CONTRACT AMOUNT	\$ 20,350.00
NEW CONTRACT AMOUNT	\$ 7,565,002.43


CURRENT CONTRACT COMPLETION DATE	<u>November 22, 2020</u>
INCREASE/DECREASE IN CONTRACT TIME	<u>0 days</u>
NEW CONTRACT COMPLETION DATE	<u>November 22, 2020</u>

ORDERED BY THE CITY OF PALM BAY

ACCEPTED BY CONTRACTOR


Juliet Misconi, CPPO, CPPB
Chief Procurement Officer

Frank Watanabe
Public Works Director


Name: Robert Capoferri
Title: President
Date: 8/3/20

Bid No. 32-0-2020

CITY OF PALM BAY, FLORIDA

CHANGE ORDER NO: #1

PROJECT: 20GO03 Unit 42 Road Paving
and 20GO04 Garvey Road Paving

UNIT 42

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
	Gridsmart 2 Camera System for the intersection of Pace Drive and Jupiter Boulevard	LS	1	\$20,350.00	\$20,350.00



DATE: 7/29/2020

TO: The City of Palm Bay
120 Malabar Road, SE,
Palm Bay, FL 32907

FROM: Asphalt Paving Systems, Inc.
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-788-0010
Fx: 813-788-0020

RE: City of Palm Bay, IFB #29-0-2020
Road Bond Paving - Unit 42 & Garvey

Item No	Description	Units	Quantity	Unit Price	Total Price
1	Change Order Work #3; Supply only, Gridsmart 2 Camera System, for intersection of Pace Drive and Jupiter Blvd.	LS	1	\$ 20,350.00	\$ 20,350.00
					\$ 20,350.00

Sincerely,

David Gannon

David Gannon
Estimator
Asphalt Paving Systems, Inc.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

REQUESTING DIRECTOR: Gary Woodson, Public Works Director; Juliet Misconi, Chief Procurement Officer

DATE: April 15, 2020

RE: Award of Invitation for Bid #29-0-2020/JG Road Bond Paving Unit 42 & Garvey

SUMMARY:

Unit 42 and Garvey are included in the Year 1 (Phase 1) Road Paving Project endorsed by the Infrastructure Advisory Oversight Board on January 28, 2019 and then approved by City Council on March 7, 2019. Staff bundled these two units to be advertised together for the paving since they are within the same southwest quadrant. The project consists of road reconstruction using Full Depth Reclamation (FDR) for Unit 42 and Garvey Road. In addition to the Full Depth Reclamation (FDR) for Garvey Road and streets within Unit 42, Unit 42 will also include milling and paving as well as thin lift overlay. Unit 42 has 62,699 linear feet (LF) of thin lift paving, 27,490 LF of milling and paving and 76,051 LF of FDR. Garvey Road has 10,733 LF of FDR.

Four (4) bids were received. The Procurement Department staff reviewed the four bids for responsiveness. Public Works Department evaluated the bids for responsibility and ability to perform the scope of construction. The Department found the lowest responsive bid to be acceptable. Asphalt Paving Systems has provided FDR work for the City under four piggyback contracts and one competitive solicitation in the last four years.

The City's Engineer's estimate for these two projects is \$9,695,675. The lowest bid is \$7,544,652.43. Public Works Engineering staff has reviewed the pay items, proposed subcontractors, equipment list and references and is satisfied with the evidence provided by the

contractor. Staff recommends Asphalt Paving System, Inc. Zephyrhills, Florida for award of IFB #29-0-2020/FG – Road Bond Paving – Unit 42 and Garvey.

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

Staff is also recommending a 5% contingency fund of \$377,000 to cover any unforeseen change orders which is typical for construction projects. The City's Procurement Policy allows the Chief Procurement Officer to approve change orders up to 10%; any change order in excess of 10% will be brought before Council for approval. Any funds remaining once the project has been closed will be transferred back to Road Bond fund balance.

REQUESTING DEPARTMENTS:

Public Works Department, Procurement Department

FISCAL IMPACT:

The total project award of \$7,544,652.43 plus \$377,000 for contingency change orders will result in a total appropriation of \$7,921,652.40 from the GO Road Bond unassigned funds to G/L Account 309-7090-541-6303 as follows: 1) \$7,106,607.02, Project No. 20GO03 Unit 42 Road Paving and 2) \$815,045.41 to Project No. 20GO04 Garvey Road Paving.

RECOMMENDATION:

Motion to approve award of IFB #29-0-2020/SB – Road Bond Paving – Unit 42 and Garvey to Asphalt Paving System, Inc.

Attachment: (available upon request)

1) Tabulation Sheet



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Juliet Misconi, Chief Procurement Officer

DATE: 10/15/2020

RE: Ordinance 2020-71, amending the Code of Ordinances, Chapter 38, Procurement, by repealing Section 38.18, Local Business Price Preference, in its entirety, first reading.

On September 22, 2020, City Council held a Council Workshop to discuss the Procurement Department Code of Ordinances, Chapter 38. During the Workshop, staff presented several options for consideration regarding Local Business Price Preference. Following Council direction, this proposed change rescinds Local Preference for all solicitations issued after the enactment date. Solicitations issued ("on the street"), under evaluation, or pending award would still have Local Preference provisions unless otherwise prohibited by the Ordinance (i.e. would not be applied to bids which exceed \$1 million). Procurement staff anticipates the following solicitations will be on the street or under evaluation before the planned second reading on November 5, 2020. This list represents only the IFB's (Invitation for Bids) or RFP's (Request for Proposal) which are anticipated to be less than \$1 million, are not federally funded, are not 50% or more state funded, and thus contain Local Business Price Preference based on the current Ordinance or, in the case of RFP's, the current Procurement Manual adopted via Resolution:

1. IFB 05-0-2021, Malabar Road Drainage Pipe Repairs, bids due 10/27/2020
2. RFP 03-0-2021, Broker of Record – Benefits Consultant, proposals due 11/3/2020
3. RFP 06-0-2021, Residential Broker Services, proposals due 11/12/2020

As discussed at the Workshop, Procurement has developed initiatives to serve the local and small business community and is actively pursuing them. The portions of the presentation from the Workshop related to Local Preference are attached.

In addition, the Procurement Administrative Codes will contain provisions for breaking "tie" bids or "tie" RFPs by Local Vendor presence, all other things being equal. Tie Bid language currently contained in the Procurement Manual:

If two (2) or more bids received are for the exact same total amount or unit price, quality and service being equal, the IFB shall be awarded in the following order:

- 1) Drug-Free Workplace: A bidder that verifies that it has a bona-fide drug-free work workplace in

accordance with §287.087, Florida Statutes. Said bidder must have included a Drug-Free Workplace form with their bid.

2) Tie bids for printing shall be awarded in accordance with §283.35, Florida Statutes.

3) Local Vendor: By selecting the local bidder over a non-local bidder; for purposes of this section, a local bidder shall be defined by the following:

a) First, whether the bidder has a principle place of business within Palm Bay, Florida.

b) Second, whether the bidder has a principle place of business within Brevard County, Florida.

4) If both/all bidders involved in the tie are the same class of local bidders, the award shall be given by drawing lots.

REQUESTING DEPARTMENT:

Procurement

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve the removal of Local Business Price Preference from the Procurement Department Code of Ordinance, Chapter 38.18.

ATTACHMENTS:

Description

Procurement Workshop presentation, slides 24-31

Ordinance 2020-71



PROCUREMENT WORKSHOP

SEPTEMBER 22, 2020

LOCAL PREFERENCE: CURRENT STATE

- Mathematical calculation on bids over \$100k but under \$1 million
- Based on four “classes of business” (Class D is any business not Class A, B, C)
- Two tiers: \$100k to \$500k; over \$500k to \$1 million
- Prohibitions: Federal funds, grant funds, over budget, emergency, sole source, cooperative or piggyback, non-responsive/responsible businesses
- Also have an RFP preference which is in the Manual but not in the Code

CLASS	DESCRIPTION	BID PREF. Tier 1	BID PREF. Tier 2	RFP PREF.
Class A	Non-residential zone, full-time employees, within City limits AND maintain staffing level for proposed work of 50% City residents	5%	3%	10%
Class B	Non-residential zone, full-time employees, within City limits OR outside of City and maintain staffing level for proposed work of 50% of City residents	3%	2%	7.5%
Class C	Non-residential zone, full-time employees, within Brevard County	1.5%	1%	5%



LOCAL PREFERENCE BID EXAMPLES

Bid with a Budget of \$500,000

	Local Vendor A	Local Vendor B	Local Vendor C	Non-Local D
Preference	5%	3%	1.5%	None
Bid	\$499,000	\$488,000 - Award	\$481,000	\$475,000 – Low Bid
Tabulation comp	\$474,050	\$473,360	\$473,785	\$475,000

Class B vendor wins. Could be Palm Bay business OR business anywhere with 50% staff residents. **Important note: City still pays \$488,000.**

Bid with a Budget of \$998,000

	Local Vendor A	Local Vendor B	Local Vendor C	Non-Local D
Preference	3%	2%	1%	None
Bid	\$995,000 - Award	\$997,000	\$978,000	\$967,000 – Low Bid
Tabulation comp	\$965,150	\$977,060	\$968,220	\$967,000

Class A vendor wins. Must be Palm Bay business with 50% staff residents. **Important note: City still pays \$995,000.**



ETHICS



IMPARTIALITY



ACCOUNTABILITY



PROFESSIONALISM



SERVICE



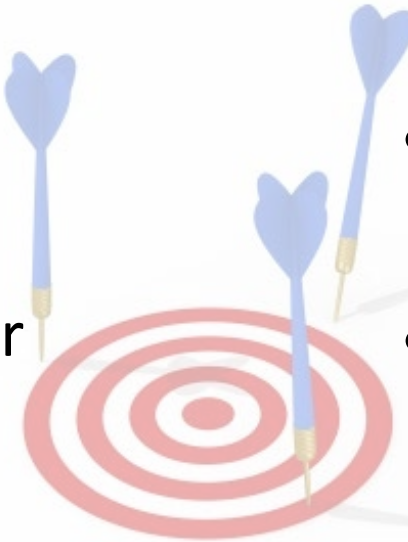
TRANSPARENCY





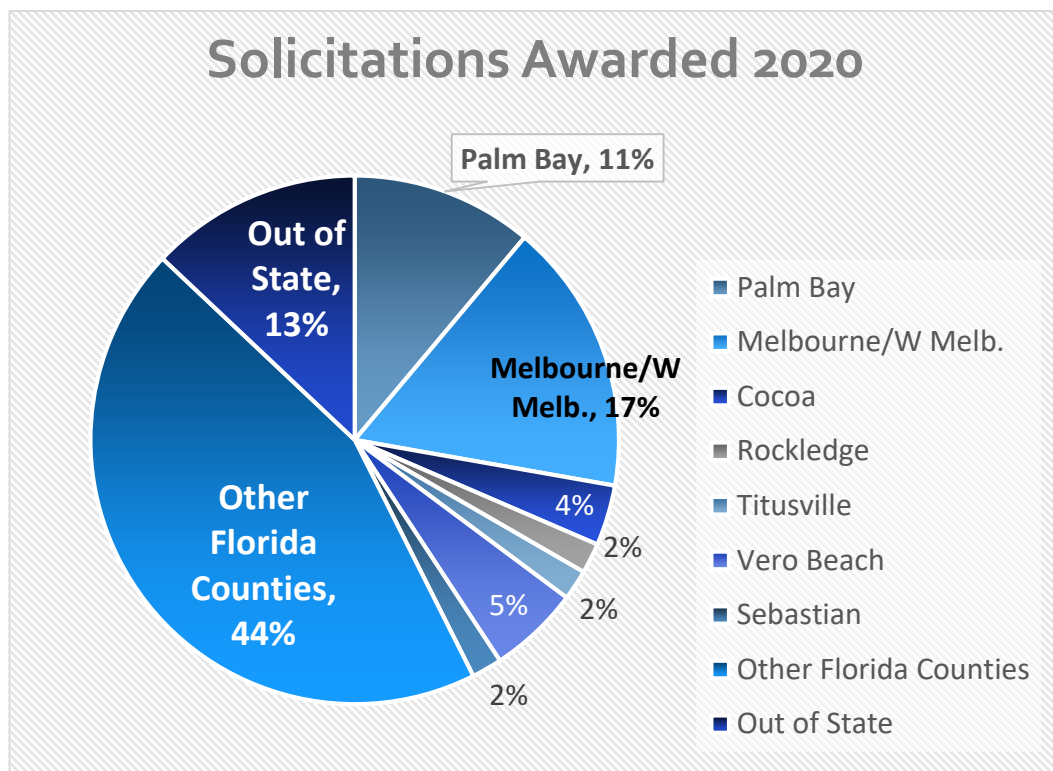
CHALLENGES WITH CURRENT BID PREFERENCE

- Popular: Procurement development of Great Recession
- 65% of municipalities surveyed have a Local Preference
- NIGP Position Paper: Does not support for bids. If Gov't requires, only supports for "best value" (RFP/RFQ)
- Brevard County unanimously rescinded LP Policy (Bid, RFP, and RFQ) in 2018
- City of Tucson sued (and lost) over LP; allowed program to sunset
- Reciprocal preference
- Not working; has not impacted a bid outcome in last 2 fiscal years
- Potential for
 - Increased cost
 - Limited competition
- Conflict within Ordinance? IFB award is to lowest most responsive and responsible bidder
- Prohibited on Federally funded procurements & 50% or more State funded
- Audit challenge:
 - What counts as 50% of Staff and how do you verify long-term?
 - Potential for abuse



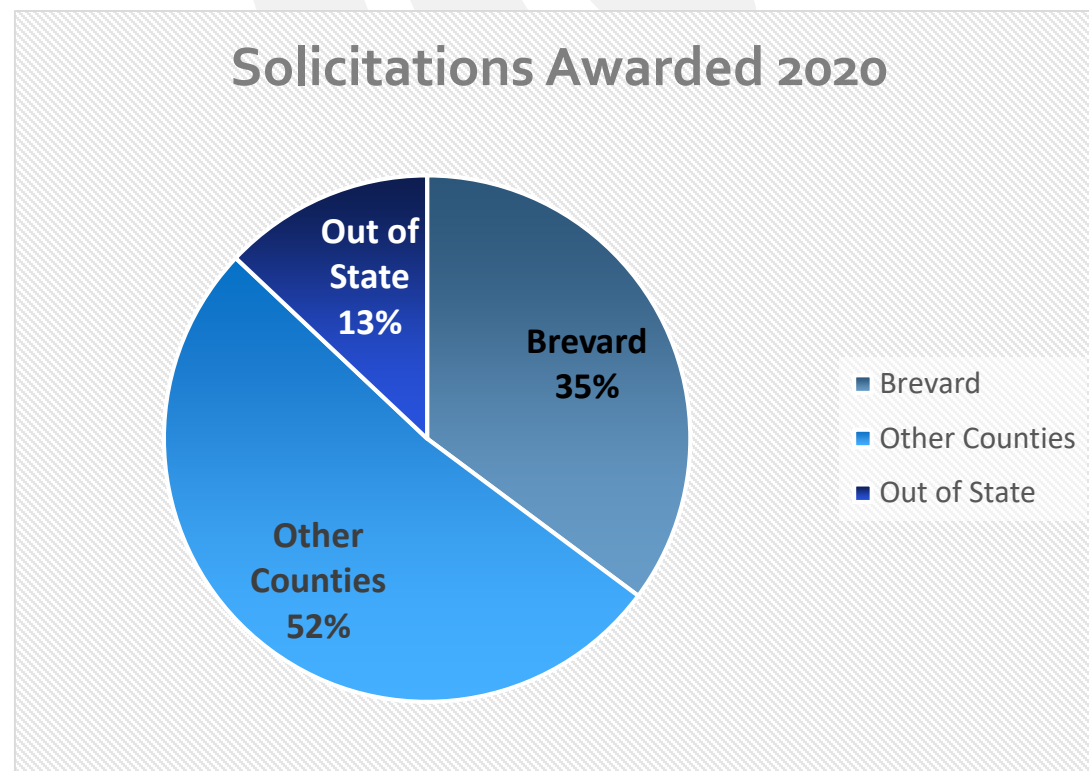
HOW MANY SOLICITATIONS ARE AWARDED LOCALLY?

Breakdown by City: Brevard & Indian River



Palm Bay	6	Indian River	4
Melbourne/WM	9	FL counties, other	24
Brevard, other	4	Out of state	7

Breakdown by County: Brevard vs. Florida vs. Out of State



- 35% of solicitations were awarded to companies in Brevard County
- 88% of solicitations were awarded to Florida companies



PROPOSED LOCAL PREFERENCE REVISIONS

Codify RFP	<ul style="list-style-type: none">• RFP belongs in Ordinance, not Admin Code• Council direction, not Staff direction
Reduce Classes	<ul style="list-style-type: none">• Class A – Palm Bay – 10%• Class B – Brevard – 5%
Eliminate Budget Cap	<ul style="list-style-type: none">• Problematic for term or T&M contracts, where budget is historic estimate only, actual use unknown• If project over budget, dept. often asks Council for additional funds
Add RFQ Preference	<ul style="list-style-type: none">• NIGP: If gov’t desires preference, “Local Procurement preferences are reflected as one of the many criteria in a ‘best value’ evaluation and award.”
Keep Best Practices	<ul style="list-style-type: none">• Business Requirements: Non-residential zone; no fines, liens, violations• \$1,000,000 cap for RFP (no cap for RFQ as price not a factor)• Not used if funding source prohibits (Federal, some Grants, Cooperatives)
Eliminate Bid Preference	<ul style="list-style-type: none">• Bids should be awarded to the lowest most responsive, responsible bidder• Procurement Department has plans for many other outreach activities!



ETHICS



IMPARTIALITY



ACCOUNTABILITY



PROFESSIONALISM



SERVICE



TRANSPARENCY





RFP PREFERENCE REAL-LIFE EXAMPLE

Local Preference Class		Class "D" Vendor	Class "D" Vendor	Class "C" Vendor
		\$110,429.72	\$211,832.92	\$127,331.10
		J.P. Morgan Securities, LLC	Jefferies, LLC	Raymond James & Associates, Inc
		Phone / Fax	Phone / Fax	Phone / Fax
CRITERIA	POSSIBLE POINTS	450 S. Orange Avenue, 10th Floor, Orlando, FL 32801	200 S. Orange Ave, Suite 1440, Orlando, FL 32801	202 N Harbor City Blvd, Suite 200 Melbourne, FL 32935
Relevant Firm Experience	20	18.67	17.33	17.33
Experience of Personnel	20	17.33	18.67	16.00
Marketing & Distribution	20	16.00	17.33	18.67
Ability & Willingness to Commit Capital	15	13.00	14.00	12.00
Additional Informatio	5	4.00	4.67	4.67
SUBTOTAL (1) NON-PRICE FACTORS	80	69.00	72.00	68.67
Cost	20	20.00	10.43	17.35
SUBTOTAL (2) POINTS	100	89.00	82.43	86.01
Location	10%	0%	0%	5%
Additional Points		0.00	0.00	4.30
TOTAL SCORE		89.00	82.43	90.31

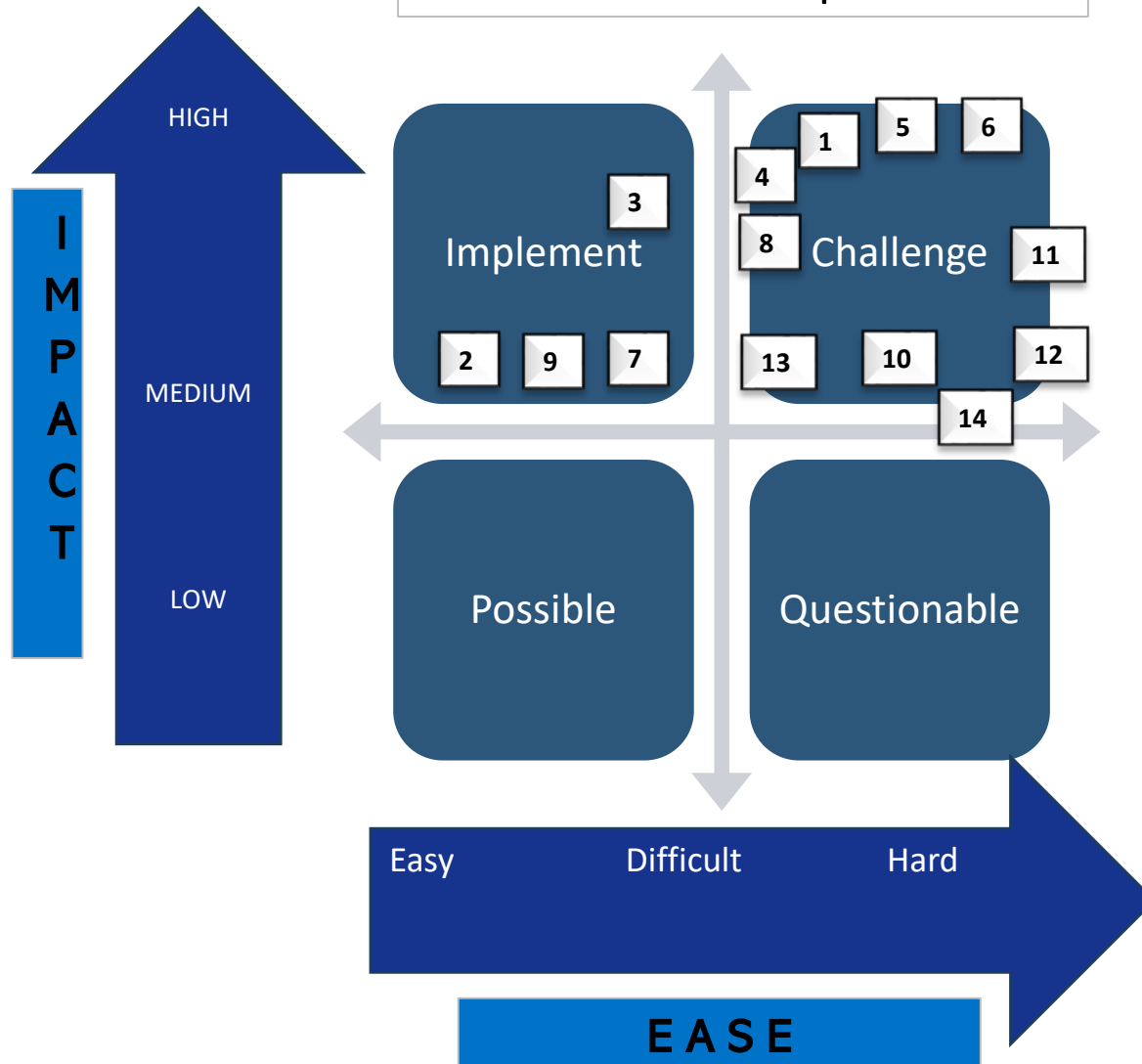
RFQ PREFERENCE PROPOSED EXAMPLE

		Vendor 123	Vendor 456	Vendor 789	Vendor XYZ
		Palm Bay, FL	Melbourne, FL	Orlando, FL	Melbourne, FL
EVALUATION CRITERIA	POSSIBLE POINTS				
Technical Experience	50	41.00	35.00	45.00	47.30
Professional Competence	50	41.00	49.00	45.00	38.50
	SUBTOTAL	82.00	84.00	90.00	85.80
	Prelim Ranking	4	3	1	2
		Class A	Class B	None	Class B
Location	10%	10%	5%	0%	5%
Additional Points		8.20	4.20	0.00	4.29
SUBTOTAL POINTS	NEW SUBTOTAL	90.2	88.20	90.00	90.09
	Final Ranking	1	4	3	2

Important Note: The City's process, per F.S. 287.055, is a two-step process. The second step is to have **orals with *at least* the top 3 ranked firms**. After orals, **initial written scores (above) drop off**.



Ease vs. Impact



✓	1	Vendorlink Launch
✓	2	Email Quotes
✓	3	Virtual Pre-Bid Meetings
✓	4	Vendorlink Training – City Staff
	5	Vendorlink – Single Quote Portal
	6	Vendor Open House
	7	“Doing Business RFP” Webinar
	8	“Doing Business” Overall Webinar
	9	Chamber Guest Speaker
	10	Ordinance/Admin Code Update
	11	SPA & Insurance Process Improve
	12	Increase Informal Quote Level
	13	“Doing Business” Video Clips
✓	14	Construction Bid Template Update

Local & Small Business Participation

ORDINANCE 2020-71

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, CHAPTER 38, PROCUREMENT DEPARTMENT, BY REPEALING SECTION 38.18, LOCAL BUSINESS PRICE PREFERENCE, 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 III, Administration, Chapter 38, Procurement Department, Section 38.18, Local Business Price Preference, is hereby repealed in its entirety:

~~"Section 38.18—LOCAL BUSINESS PRICE PREFERENCE.~~

~~(A)—Definitions.~~

~~(1)—The term CLASS A BUSINESS shall mean any business that has established and agreed to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City of Palm Bay, AND shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City.~~

~~(2)—The term CLASS B BUSINESS shall mean any business that has established and agreed to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City of Palm Bay, OR shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City.~~

~~(3)—The term CLASS C BUSINESS shall mean any business that has established and agreed to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Brevard County.~~

~~(4) The term CLASS D BUSINESS shall mean any business that does not qualify as a Class A, Class B, or Class C business.~~

~~(B) Conditions. Notwithstanding subsection (A) above:~~

~~(1) A business can only qualify for one (1) class preference level.~~

~~(2) A business with outstanding liens, fines or violations with the City shall not be eligible to qualify for Class A, Class B, or Class C status.~~

~~(3) A business that operates through the use of a post office box, mail house or a residential/home address shall not be eligible to qualify as either a Class A or Class B business with respect to the business's location.~~

~~(C) Price preference. For those purchases of goods and services in excess of the mandatory City Council approval amount via Invitation to Bid local vendors shall receive the following price preferences:~~

~~(1) For awards up to and including five hundred thousand dollars (\$500,000.00):~~

~~(a) Class A business - five percent (5%) price preference;~~

~~(b) Class B business - three percent (3%) price preference;~~

~~(c) Class C business - one and one-half percent (1.5%) price preference.~~

~~(2) For awards greater than five hundred thousand dollars (\$500,000.00) up to and including one million dollars (\$1,000,000.00):~~

~~(a) Class A business - three percent (3%) price preference;~~

~~(b) Class B business - two percent (2%) price preference;~~

~~(c) Class C business - one percent (1%) price preference.~~

~~(D) Exceptions. Notwithstanding anything contained in this section to the contrary, the local preference provided for in this section shall not be applied in any one (1) or more of the following circumstances:~~

~~(1) The business submits a response that exceeds the projected budget cost;~~

~~(2) The price bid is in excess of one million dollars (\$1,000,000.00);~~

~~(3) State statute, federal law, or applicable county ordinance prohibits the use of local preferences;~~

~~(4) The work is funded in whole or in part by another governmental entity, and their laws, rules, regulations, grant, or policies prohibit the use of local preferences;~~

~~(5) Emergency purchases;~~

~~(6) Sole source purchases;~~

~~(7) Cooperative purchasing agreements or utilization of other agency contracts;~~

~~(8) The Chief Procurement Officer, City Manager or City Council has determined that the business is not responsive, not responsible, or otherwise unqualified to perform the work."~~

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-_____, 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: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Juliet Misconi, Chief Procurement Officer

DATE: 10/15/2020

RE: Ordinance 2020-72, amending the Code of Ordinances, Chapter 38, Procurement, by modifying provisions contained therein, first reading.

On September 22, 2020, City Council held a Council Workshop to discuss the Procurement Department Code of Ordinances, Chapter 38. During the Workshop, Staff presented information on numerous Procurement related topics. Following Council direction, the revised Ordinance contains many improvements. The portions of the presentation from the Workshop related to the modifications below are attached.

Mandatory Council Approval Threshold:

Following Council's direction at the Workshop, the Ordinance includes the following addition to the Mandatory Council Approval section:

(E) The Chief Procurement Officer will prepare a report for Council acknowledgement of competitive solicitations issued by the Procurement Department and awarded in accordance with the Procurement Administrative Codes which are under the mandatory City Council approval amount. Reporting requirements will be further delineated in the Procurement Administrative Codes.

Procurement's volume for awards is mainly in the second and third quarters of the Fiscal Year. Solicitations ramp up in January and Staff tries to complete procurement projects by the summer so that contracts are fulfilled before the close of the Fiscal Year. As such, Staff is projecting a quarterly report for Council's acknowledgement.

Exemptions:

As discussed at the Workshop, Staff is proposing deleting several procurement exemptions, including claims adjusting services, retail marina resale, and property recovered from worker's comp and liability claims. Staff is also proposing deleting the exemption for insurance related services, an audit finding. In addition, Staff is proposing adding in exemptions for service animals (police canines), piggyback purchases, and the housing program owner rehab. Staff is also proposing adding a waiver of the Procurement process (Special Procurements) in very limited circumstances and requiring that such waivers come before Council in a public meeting at a low dollar threshold (\$25,000).

Change Orders:

Construction Change Orders and other one-time purchase Amendments require Council approval at 10% or \$100,000, whichever is lower. For the purpose of calculating 10%, the threshold is cumulative. Procurement already adheres to this process, as the cumulative requirement is contained in the Manual, not the Ordinance. It's important to note the threshold is 10% (cumulatively) or \$100,000, whichever is lower because that creates a tiered approach based on contract value and ensures high dollar changes come back before Council. For example:

\$300,000 contract:

CO 1: \$25,000

CO 2: \$5,010 – goes to Council, exceeds 10% cumulatively

\$1 million contract:

CO 1: \$15,000

CO 2: \$86,000 – goes to Council, exceeds 10% cumulatively

\$5 million contract:

CO 1: \$101,000 – Goes to Council, over \$100k (though only 2% of the contract value)

General Clarifications and Improvements

Finally, the Ordinance contains other improvements and clarifications, such as:

- Award approval below \$100,000 is determined and delegated by the City Manager via Procurement Administrative Codes instead of the Chief Procurement Officer via Procurement Manual;
- Vendors' ability to address Council during consideration of award to their company is specifically listed as an exclusion to the Ex Parte Communication;
- Additional definitions for amendment, construction change order, continuing contract, standardization, and term contract;
- Various clarifications to procurement processes: piggybacking; CCNA continuing contracts; initial contract term as metric for multi-year initial contracts; amendments to term (indefinite) contracts; multi-step competitive procurements; and vendor protests appealed to Council;
- General clean up, like moving definitions to the front, moving all violations to one section, deleting duplicative statements, and removing processes from the P3 section that are not required by Florida Statute.

Effective Date

The above modifications to Chapter 38 add transparency and accountability to the Procurement operation, while maintaining efficiency of operations. The largest change is converting the Procurement Manual to a Procurement Administrative Code. Even without the exhibits, the current Procurement Manual is 96 pages long. To ensure that this important document is properly converted, incorporating all changes to the Ordinance and other improvements designed to maintain the integrity of the process and enhance service, Staff is requesting that this Ordinance's enactment date be January 1, 2021.

Revisions to Chapter 38.18, Local Business Price Preference, may impact Procurement methodology and require a firm "cut over" date. As discussed at the Workshop, Local Preference is a Council decision, not a Staff decision. As such, modifications to that section of Chapter 38 are being considered under a separate Ordinance and have an effective date upon enactment.

REQUESTING DEPARTMENT:

Procurement

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to approve modifications of Procurement Department Code of Ordinance, Chapter 38.

ATTACHMENTS:

Description

Procurement Workshop presentation, slides 6-23

Ordinance 2020-72



PROCUREMENT WORKSHOP

SEPTEMBER 22, 2020

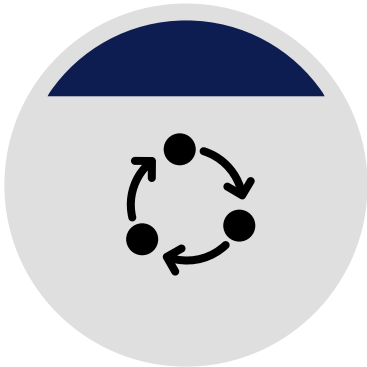


PATH FORWARD



CURRENT ORDINANCE

- ❖ Effective 10/1/2016
- ❖ Outside consultant and outside Legal
- ❖ Department interviews
- ❖ Workshop July 2016
- ❖ Two readings – Ordinance and Manual



CONTINUOUS PROCESS IMPROVEMENT

- ❖ CPI is always needed on a new process
- ❖ Procurement Training annually
- ❖ Feedback from Departments and Management
- ❖ Direction at City Council



AUDIT FINDINGS

- ❖ Audit Finding 4- review the thresholds at a Council Workshop
- ❖ Audit Finding 6 – discuss exclusions from the Procurement process



REVISED ORDINANCE AND ADMIN CODE

- ❖ Council direction will shape Ordinance revision
- ❖ Council direction will shape the Procurement Admin Code
- ❖ Admin Code will set policies and procedures for expenditure of City funds

AUDIT FINDING 4 – PROCUREMENT AUTHORITY

- **Finding 4:** The City Council's purchasing threshold of \$100,000 appeared excessive when compared to the purchasing thresholds at comparably sized municipalities, and the change in the purchasing threshold from \$25,000 to \$100,000 was not openly discussed at City Council workshops or other public meetings.
- **AG Recommendation:** The City should document the reasonableness of the delegated purchasing authority threshold based on an analysis that primarily considers the volume of the City's high-dollar purchases, along with consideration of the thresholds of similar Florida municipalities, and adjust the threshold as appropriate. In addition, significant topics impacting City operations, such as changes to the purchasing threshold, should be openly discussed at City Council workshops or public meetings.





THRESHOLD CHANGE TIMELINE

Important Note: \$100k threshold increase change presented to Council five times, was voted on four separate times, and adopted twice.



RESEARCH CONDUCTED

- ❑ FL of Cities December 2019 population data
- ❑ 412 cities in Florida, ranked #16 in population based on August estimate of 119,377
- ❑ Examined cities with populations of 60,000 or more (47)
 - ❑ AG looked at 14 cities
- ❑ Looked at competitive solicitations from last 2 years – what went to Council and what was approved by CPO
- ❑ Table shows top 31 largest cities: 15 cities larger than Palm Bay and 15 smaller, by population

Fort Myers	81,868	Lakeland	105,586	Pembroke Pines	165,352	Jacksonville	907,093
Melbourne	82,040	Pompano Beach	110,371	Cape Coral	180,204	Note: Data is based on FLC 12/2019 population report and CoPB Growth Management's 8/2020 Palm Bay pop estimate.	
Largo	83,526	West Palm Beach	112,906	Fort Lauderdale	182,827		
Palm Coast	84,575	Miami Gardens	113,628	Port St. Lucie	185,843		
Plantation	89,595	Clearwater	115,589	Tallahassee	192,381		
Deltona	91,007	Palm Bay	119,377	Hialeah	238,906		
Miami Beach	92,502	Coral Springs	128,757	St. Petersburg	266,076		
Sunrise	92,663	Gainesville	131,217	Orlando	285,099		
Boca Raton	93,417	Miramar	137,107	Tampa	378,531		
Davie	103,171	Hollywood	149,028	Miami	481,333		





BUDGETARY CONTROLS



- **ALL** purchases are made with **Budgeted Funds**
- **All Budgeted Funds are PREVIOUSLY APPROVED by Council**
 - Budget Adoption
 - Budget Amendment
 - Budgetary Appropriation Memo
 - Dual-action Award Memo



- **Every purchase requisition** is routed through **Department, Finance, and Budget** before Procurement reviews for PO creation
- Additional payment methodologies – check requisition and P-card – have **approval routing, limits and controls** to ensure funds are budgeted
- Council approval calculated on **initial contract term**, not annual value





**RECOMMENDATION:
KEEP COUNCIL LIMIT AT \$100K
ALLOW CITY MANAGER TO DETERMINE BELOW
\$100K**

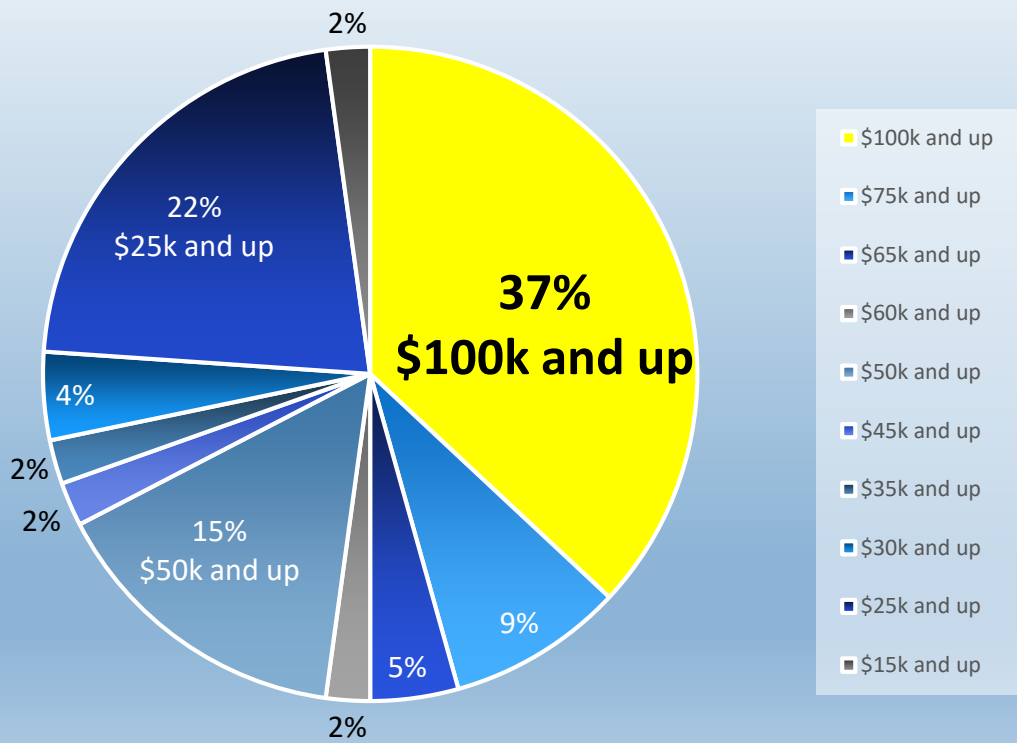


- **Data supports that \$100k is appropriate for a growing City of our size (see next slides)**
- **Major solicitations are approved by Council at 100k**
- **Ordinance should identify Council approval threshold; Administrative Code, approved by City Manager, should dictate approval levels below Council threshold**
- **Lower threshold increases the number of Council Agenda items for consideration and will extend the Procurement process**

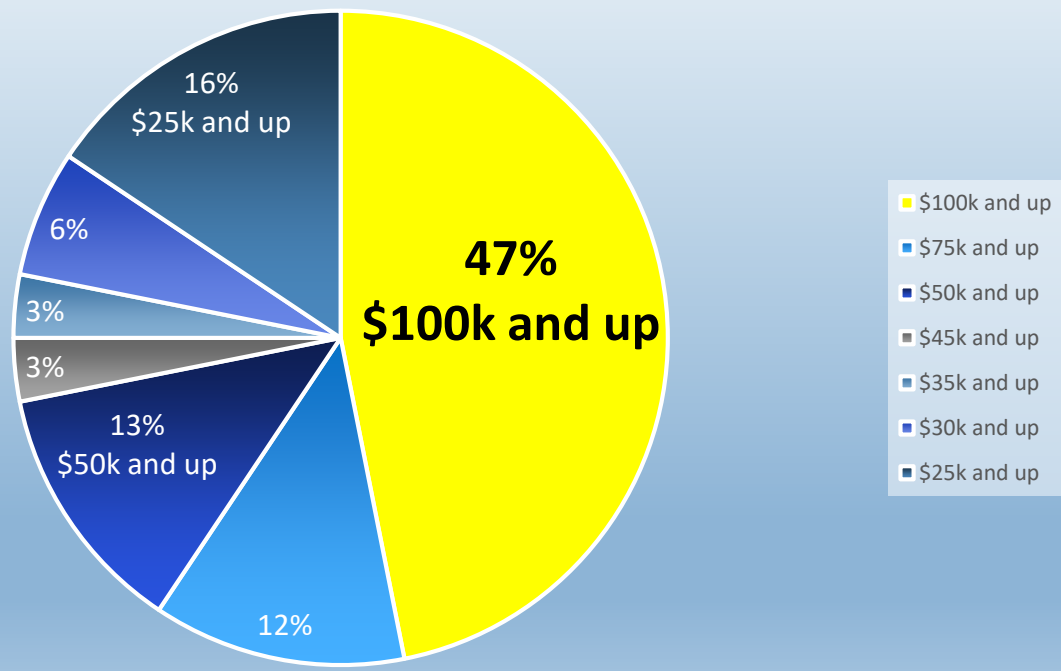


LEGISLATIVE BODY APPROVAL LEVELS

All Cities with Populations with 60,000 or higher



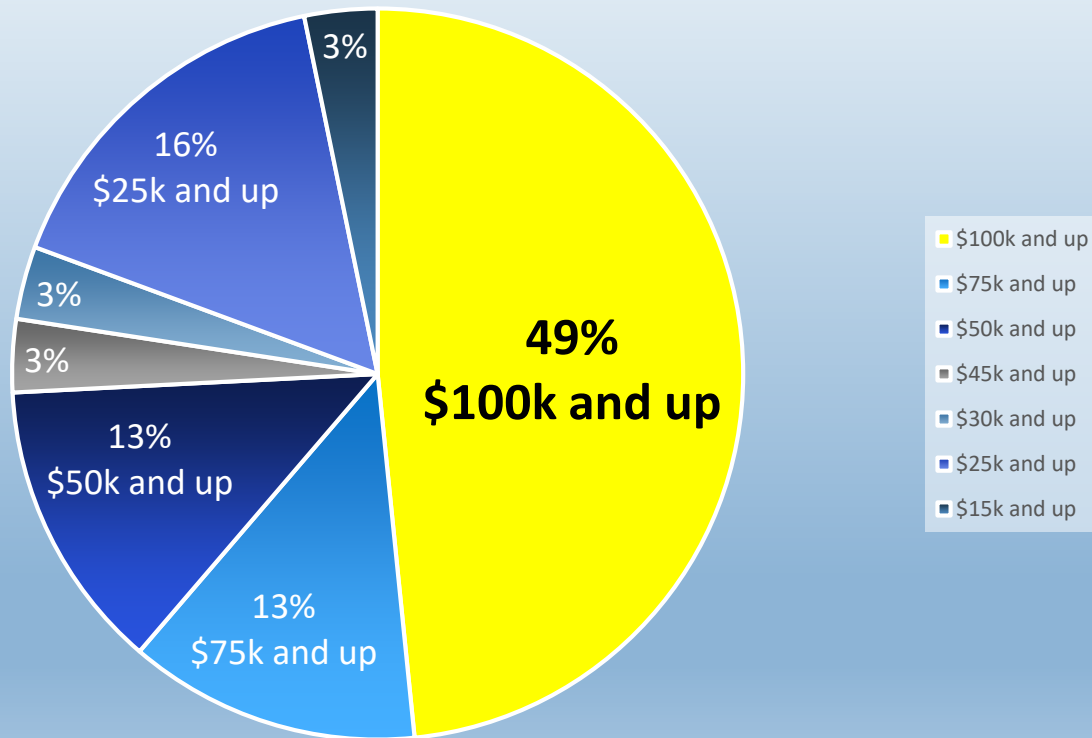
All Cities with Population 75,000 or higher



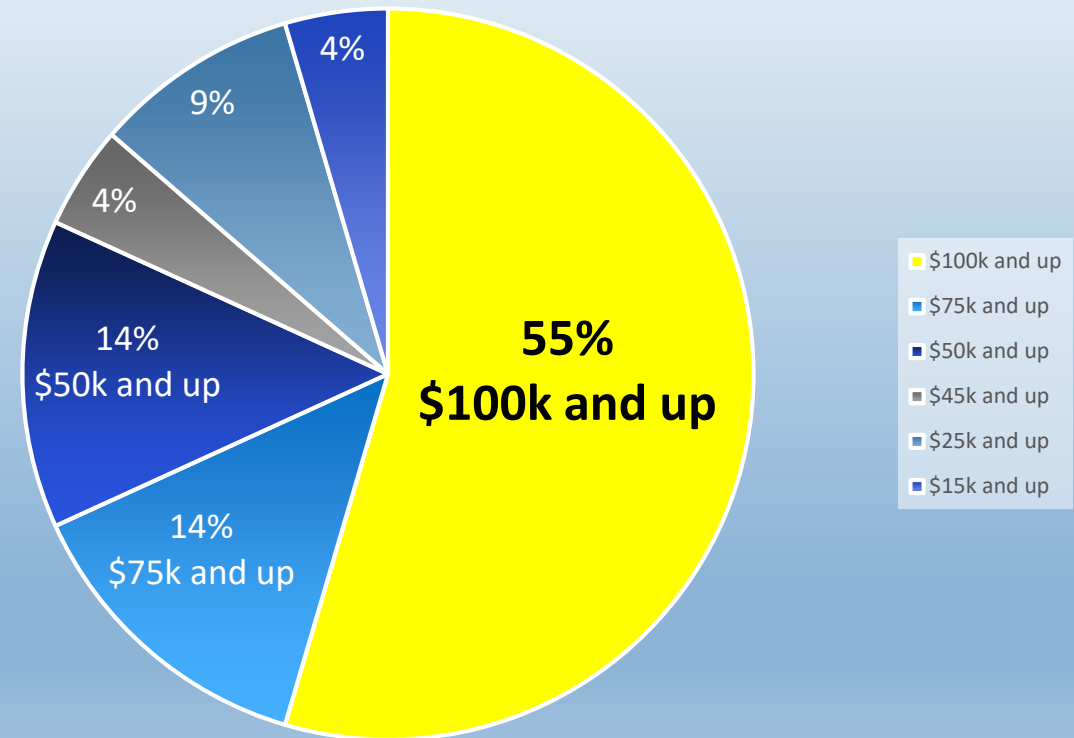


LEGISLATIVE BODY APPROVAL LEVELS

Top 31 Cities by Population



All Cities with Populations 100,000 or more





SOLICITATIONS AWARDED BY COUNCIL - FY 2019

TITLE	AMOUNT	TITLE	AMOUNT	TITLE	AMOUNT
NRWTP TREATMENT UNIT #1 REHAB	\$ 1,525,997.00	CULVERT REPLACEMENT, HARPER, GARVEY	\$ 530,925.00	CULVERT PIPE REPLACEMENT - UNITS 11 & 15	\$ 277,114.00
NRWWTP DIW RESERVOIR POND LINER REPLACEMENT	\$ 653,000.00	Group Term, Life STD & LTD Insurances	\$ 691,992.00	BULK PEBBLE QUICKLIME	\$ 372,876.00
DITCH MAINTENANCE SERVICE @ 12 LOCATIONS	\$ 514,451.00	Mowing - City Parks	\$ 140,135.58	UNDERWRITING SERVICES	As needed
FIRE HYDRANT SANDBLASTING & PAINTING	\$ 252,000.00	UNIT 31 CULVERT PIPE REPLACEMENT	\$ 898,263.44	CULVERT PIPE REPLACEMENT - UNITS 23 & 56	\$ 567,489.00
JANITORIAL SERVICES	\$ 171,437.00	UNIT 32 CULVERT PIPE REPLACEMENT	\$ 632,942.00	CULVERT PIPE REPLACEMENT - UNITS 11 & 15	\$ 277,114.00
INSTRUMENTATION REPAIRS, MAINT. & CALIBRATION	\$ 100,000.00	US-1 Sanitary Sewer Carrier Pipe and Manhole	\$ 337,875.00	Blue = Usage varies	Gray = One-time
TRAFFIC SIGN MATERIAL (CO-OP)	\$ 208,000.00	NRWWTP R&R IMPROVEMENTS	\$ 1,683,700.00	<div> TOTAL: \$25,432,240 </div>	
EMERGENCY GENERATORS – PM & REPAIR	\$ 176,665.00	Unimproved & Improved Lots Mowing	\$ 103,250.00		
MALABAR RD PD & E STUDY	\$ 1,354,666.35	UNIT 41 & ELDRON PAVING	\$ 3,145,838.99		
UNIT 42 PIPE REPLACEMENT, PHASE II	\$ 554,641.00	CULVERT PIPE REPLACEMENT - PHASE III	\$ 324,161.00		



SOLICITATIONS AWARDED BY CPO - FY 2019

TITLE	AMOUNT	TITLE	AMOUNT	TITLE	AMOUNT
PD LEASE VEHICLES - RE-QUOTE	\$ 27,620.00	Overhead Door Preventative Maintenance & Repair	\$ 33,000.00	WESTOAKS PARK PLAYGROUND	\$ 89,996.39
AQUATIC WEED CONTROL	\$ 21,441.00	PBAC Assessment & Renovations Consultant Svcs	\$ 33,440.00	MOVIE EQUIPMENT	\$ 24,399.13
TEMPORARY PLANNERS I & II	\$ 90,000.00	SPENT LIME REMOVAL	\$ 65,000.00	Survey Equipment	\$ 31,597.63
LABORATORY TESTING & RELATED SERVICES	\$ 56,000.00	LUBE OIL - REQUOTE	\$ 60,318.75	CHERRY HILLS MANHOLE REPLACEMENT	\$ 98,900.00
AUTO BODY REPAIRS	\$ 80,470.00	HVAC Maintenance - City Hall Complex	\$ 63,085.00	Tank Inspection and Cleaning Service	\$ 14,865.00
CONCRETE FLOWABLE FILL	As needed	Pest Control Services	\$ 15,264.00	SRWTP Feed Line Restoration	\$ 65,645.00
SEWER LINE CLEANING SERVICES	\$ 37,500.00	Access Control Continuing Services	\$ 25,000.00	Trailer Mounted Valve Exerciser - Re-Quote	\$ 39,170.00
Parks Chemicals	\$ 72,700.00	Mowing - City BLDGS	\$ 49,395.45	HALON SYSTEM REPLACEMENT - PD	\$ 83,188.00
POLICE UNIFORMS	\$ 58,550.00	CHYRSLER SERVICE & REPAIR (RE-QUOTE)	\$ 15,000.00	Blue = Usage Varies	Gray = One-time
PD LEASE VEHICLES	\$ 54,807.00			TOTAL: \$1,306,352	



SOLICITATIONS AWARDED BY COUNCIL - FY 2020 (PAGE 1)

TITLE	AMOUNT	TITLE	AMOUNT	TITLE	AMOUNT
North Regional Deep Injection Well Acidization	\$ 120,950.00	SRTS SIDEWALK CONSTRUCTION - FDOT LAP	\$ 2,185,979.00	Biosolids Transportation & Disposal	\$ 159,500.00
Solid Waste Services	\$ 16,850,775.96	DNA	\$ 52,120.00	Continuing Consulting Engineering Services - Utilities	\$ 600,000.00
Firefighter Physical Exams	\$ 63,300.00	TAX EXEMPT LEASE PURCHASE FINANCING	\$ 2,069,171.95	Greater PB Senior Center Renovations	\$ 400,609.00
Culvert Pipe Replacement - Unit 18	\$ 150,127.00	COMMERCIAL BROKERAGE SERVICES	As needed	EQUIPMENT RENTAL (CO-OP)	\$ 107,317.00
NRWRF Nutrient Removal Facilities	\$ 3,367,000.00	DITCH MAINTENANCE SERVICES	\$ 407,527.96	DENTAL BENEFITS	\$ 410,854.00
NRWTP Elevated Walkway Rehabilitation	\$ 377,000.00	ROAD BOND PAVING - UNIT 42 & GARVEY	\$ 7,544,652.43	MEDICAL ASO & STOP LOSS INSURANCE	\$ 11,973,187.00
NRWTP Rehabilitation	\$ 2,156,000.00	Electrical Supply Catalog Bid	\$ 120,000.00	AUTOMATIC CHEST COMPRESSION DENCES - GRANT	\$ 116,626.70
NRWRF Reclaimed Water High Service Pump Area Improvements	\$ 557,000.00	Road Bond Paving Units 11, 15, 18, 23 & 56	\$ 10,010,151.05	FINANCIAL ADVISORY SERVICES	As needed
Brass Fittings (Ford Brand Only)	\$ 150,000.00	Culvert Pipe Replacement - Waterbury and Freehold	\$ 696,863.10	SJHP PHASE I & II BABCOCK LEFT TURN LANE	\$ 292,296.65
Lift Station 93 Rehab	\$ 106,966.00	Culvert Pipe Replacement - Jacobin	\$ 296,997.50	Blue = Usage Varies	Gray = One-Time



SOLICITATIONS AWARDED BY COUNCIL - FY 2020 (PAGE 2)

TITLE	AMOUNT	TITLE	EST. AMOUNT	TITLE	EST. AMOUNT
Purchase and Delivery of Liquid Sodium Hypochlorite	\$ 175,576.00	Hardening Wind Retrofit of Fire Stations 2,3 & 4 (Rebid)	\$ 193,000.00	ROAD BOND PAVING - UNITS 24 & 25	\$ 14,269,980.38
TYPE 6 BRUSH TRUCK - CDBG FUNDS	\$ 113,334.00	SRWRF - NEW PLANT CONSTRUCTION	\$ 27,024,000.00	ROAD BOND PAVING - UNIT 46	\$ 2,591,723.00
MOBILE WATER SUPPLY TRUCK - CDBG FUNDS	\$ 254,754.00	FRED POPPE SEWER UPGRADE	\$ 359,717.94	Projected Additional Award Amount: \$60,991,421	
CULVERT PIPE REPLACEMENT 24 & 25	\$ 677,763.50	STATE LOBBYING SERVICES	\$ 60,000.00		
MOWING - CITY PARKS	\$ 163,217.73	SRWTP EXPANSION WELL SRO - 4	\$ 395,000.00	Projected Total Award for FY 2020 by Council: \$126,811,237.69	
COMP PLAN UPDATE	\$ 290,995.00	SRWTP EXPANSION 4 MGD TO 6 MDG	\$ 14,198,000.00		
ROAD BOND PAVING - PORT MALABAR	\$ 1,108,280.80	Tax Exempt Bank Loan - Refunding Public Tax Bond	Not Applicable		
ROAD BOND PAVING - EMERSON DRIVE	\$ 1,121,189.82	NRWWTP Clarifier No. 2	\$ 1,900,000.00		
Total Awarded as of 9/22/2020: \$65,248,083		Tax Exempt Bank Loan - Utility System - SRWTP Expansion	Not Applicable	Important Note: Award amount not always the same as expenditure amount. (Solid Waste, Health Insurance, Dental)	
		Blue = Time and Materials			
				Yellow = Not yet awarded, est. listed	Gray = One-Time



SOLICITATIONS AWARDED BY CPO - FY 2020

TITLE	AMOUNT	TITLE	AMOUNT
Light Vehicle Transmission Services Re-Quote	\$ 43,270.00	Aluminized Corrugated Pipe	\$ 20,000.00
Concrete Flowable Fill	\$ 52,000.00	Fire Station #5 Fireline	\$ 68,415.50
Sod - Delivered & Picked Up	\$ 53,000.00	FIRE STATION #5 PLUMBING REMODEL (RE-QUOTE)	\$ 48,700.00
SRWTP Deep Injection Well Mechanical Integrity Testing	\$ 16,500.00	OCCUPATIONAL PHYSICAL EXAMS ASSOCIATED DRUG SCREENING	\$ 38,875.00
FIRE ALARM MONITORING, MAINTENANCE & TESTING	\$ 5,452.80	FIRE APPARATUS EQUIPMENT	\$ 50,929.48
JUNIORS TO JOBS YOUTH SUMMER EMPLOYMENT PROGRAM PAYROLL AGENCY	\$ 34,411.74	LIFT STATION 43 REHABILITATION (RE-BID)	\$ 55,853.70
RO Membrane Scale Inhibitor (Antiscalant) re-bid	\$ 36,450.00	Blue = Usage Varies	Gray = One-Time
Wide Range Couplings - Hymax Only	\$ 27,145.00	<i>TOTAL: \$615,003.22</i> <i>Note: Of the 16 solicitations awarded, only 5 are over \$50k. None are over \$75k</i>	
Mowing and Related Equipment	\$ 45,000.00		
Services Saddles, Repair Clamps, Ext Range Couplings (Romac Only)	\$ 19,000.00		

THRESHOLD LEVEL IS SOUND

- Largest, most complex solicitations already come to Council at \$100k
- **\$100k is the most common Legislative Approval threshold for an agency our size**
- Most awards approved below Council threshold are for time and material contracts
- **All awards at ALL levels are with Council-approved, budgeted funds**
- Multi-year initial term contracts usually reviewed by Council
- What can we improve? **Approvals below Council threshold determined by the City Manger via Administrative Code**, who can choose to delegate to CPO, in her purview



AUDIT FINDING 6 – INSURANCE PROCUREMENT & EXEMPTIONS

- **Finding 6:** On January 1, 2018, the City implemented a self-funded health insurance program and, after direct negotiations, entered into an administrative services only (ASO) agreement with an administrator, approved by the OIR, to administer the City health self-insurance program. According to City personnel, the City elected not to competitively procure the ASO services based on discussions with upper management, Purchasing Department personnel, and personnel from other departments who purchase goods and services through the Purchasing Department.
- **AG Recommendation:** The City should periodically negotiate ASO services with multiple potential administrators to ensure that such services are obtained at the lowest cost consistent with desired quality. In addition, all significant decisions impacting City operations, such as decisions to exclude insurance-related services from competitive procurement, should be openly discussed at City Council workshops or public meetings, and the factors considered by decision makers should be documented.
- **Important Note:** Despite the exemption in the current Ordinance, **the City did competitively solicit and award Health ASO & Stop Loss Insurance services this Fiscal Year.**





PROPOSED EXEMPTION CHANGES

Clarifications

- Combined “Items purchased for resale” with “accessories, apparel, and equipment” (prev. under Retail Marina)
- Medical Services - provided example, “such as Medical Director service for Fire Rescue”
- Maintenance and Support of existing equipment, example: Software maintenance, warranty/OEM parts, etc.
- Direct Material Purchases aka Owner Direct Purchases (what we call it in our bid document)

Deletions

- Under Professional Services for WC claims, delete “Claim adjusting services”
- Delete duplicate only – Licenses and permits
- **Delete Insurance related services – AUDIT FINDNG**
- Delete Property recovered by the City from WC & liability claims
- Delete Retail marina accessories, apparel, equipment for resale at City-owned marina

Additions

- **Service animals to include police canines** – highly specialized, limited supplier pool, “low quote” not the basis
- **Piggyback Purchases** – contained elsewhere in Ordinance, clarifying that it exempts from **our** process but still competitively solicited
- **CDBG Rehab where Owner selects Contractor** – deleted in 10/1/2016 version and replaced with Homes for Warriors, which was also later deleted. Needs to be reinstated officially. Still competitive, just not our procurement process.





SPECIAL PROCUREMENTS

Waiver of competitive procurement process

Language from ABA model procurement code

Council Approval \$25,000

Must be noticed at public Council Meeting

Must have CM and CPO concurrence

Competition when practical

Written justification required

92% of Cities surveyed have this capability





SUMMARY: PROPOSED ORDINANCE CHANGES

Improvements

- City Manager approval under \$100k instead of CPO
- Change Order threshold of 10% cumulative
- Differentiate construction change order from term contract change orders
- Piggyback verification expansion
- **Local Preference**
- Potential vendors can address Council @ Pub Mtg, is not Ex Parte

Clarifications

- Exemptions over \$100k require Council Approval
- Clarify that initial contract term is Council threshold
- Add Council Task Order threshold of \$100k
- CCNA Continuing Contract requirements
- Multi-step competitive solicitations
- Protest appeal to Council

Clean up

- Manual becomes Admin Code
- Move Definitions to the front
- Move all Unauthorized Purchase violations to one place
- Add Piggyback to Exemptions
- Delete duplicate Exemption (license/permit)
- Delete duplicate statements
- P3 – remove processes not required by Statute

New Definitions

- Amendment
- Construction Change Order
- Continuing Contract
- Standardization
- Term Contract
- Clarify vague Exemptions
- Add needed Exemptions (CDBG, canines)
- Add Special Procurements

ORDINANCE 2020-72

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, CHAPTER 38, PROCUREMENT DEPARTMENT, BY MODIFYING PROVISIONS CONTAINED THEREIN; 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 38, Procurement Department, is hereby amended and shall henceforth read as follows:

“CHAPTER 38: PROCUREMENT DEPARTMENT

*** * ***

Section 38.04 APPLICABLE LAWS.

(A) The City shall comply with all applicable Federal laws and State statutes.

(B) The principles of law and equity, including the Uniform Commercial Code, Fla. Stat. Ch. 671-680, the appropriate portions of law relative to standards of conduct and ethics, Fla. Stat. Part III, Ch. 112, and laws relative to contract, agency, fraud, misrepresentation, duress, coercion, and mistake shall supplement the provisions of this Ordinance and the Procurement >>Administrative Codes<< Manual.

(C) All procurement information and processes shall be in accordance with the Florida Public Records Law, Fla. Stat. Ch. 119, and the Florida Sunshine Law, Fla. Stat. Ch. 286.

(D) Nothing in this ordinance shall prevent the City from complying with the terms of any grant, bequest or gift that is otherwise consistent with the law.

Section 38.05 REQUIREMENT OF GOOD FAITH.

The provisions of this Ordinance require that all parties involved in the development, performance, or administration of City procurements and contracts shall act in good faith.

Section 38.07 >>6<< DEFINITION OF TERMS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AGREEMENT. All types of contracts, included in the course of dealing, performing, and usage of trade. See "Contract" for additional information.

>>AMENDMENT. Any written alteration issued to modify or amend a contract or purchase order in specifications, delivery point, frequency of delivery, period of performance, price, quantity, or other provisions of the contract or agreement, accomplished by mutual agreement of the parties to the contract.<<

* * *

>>CONSTRUCTION CHANGE ORDER. A written bilateral (agreed to by all parties) or unilateral (government orders a contract change without the consent of the contractor) alteration that is used to modify or amend a contract and that directs the contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans, or specifications of the project.<<

CONSTRUCTION MANAGER (CM). The firm that replaces the general contractor and works for a fee with the City and the architect or designer through the design phase to contain the budget and schedule. The Construction Manager shall provide a guaranteed maximum price (GMP), and bids the work out to local trade sub-contractors. The Construction Manager mobilizes the site and manages the trade sub-contractors for quality and schedule.

* * *

>>CONTINUING CONTRACT. A type of contract, as defined in Fla. Stat. § 287.055, for professional services between the City and a firm whereby the firm provides professional services to the City for projects in which the estimated construction cost of each individual project under the contract does not exceed the amount as currently specified in Fla. Stat., or for study activity if the fee for professional services for each individual study under the contract does not exceed

the amount as currently specified in Fla. Stat., or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.<<

* * *

COOPERATIVE PURCHASING. The action taken when two (2) or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits. A variety of arrangements whereby two (2) or more public purchasing units purchase from the same supplier or multiple suppliers using a single IFB or RFP. Cooperative purchasing efforts may result in contracts that other entities may "piggyback".

* * *

EX PARTE COMMUNICATION. Any oral or written communication relative to a solicitation, evaluation, award or contract controversy that occurs outside of an advertised public meeting or occurs with someone other than the Chief Procurement Officer, subject to the exclusions identified in § 38.20>>22<< of this Ordinance.

FIRM. Any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

GOODS. Anything purchased other than services or real property.

INTERNAL PROCEDURES OF PROCUREMENT. Those appropriately promulgated directives having general or particular applicability designed to implement or interpret this Ordinance, or describing organization, procedure, processes, or practice requirements as prescribed by the >>City Manager or<< Chief Procurement Officer. Such directives shall be included in the City's Procurement >>Administrative Codes<< Manual.

INVITATION FOR BIDS (IFB). The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN). All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms which invites proposals from interested and qualified firms so the City may enter into concurrent negotiations with the firm or firms determined most capable of providing the required goods and services.

LEGALLY SUFFICIENT. The designation that a public contract or document on its face is legal, valid and binding.

MANDATORY CITY COUNCIL APPROVAL AMOUNT. The minimum purchasing amount at which City Council approval is required. The mandatory City Council approval amount shall be equal to or greater than one hundred thousand dollars (\$100,000.00) total expenditure for the initial contract term. ~~Such purchases must be approved by the City Council prior to execution of the contract or purchase order. City Council approval of an award recommendation does not constitute a binding contract with the recommended vendor until execution of a purchase order or contract by the City. Purchases for items delineated per § 38.06(E) of this Ordinance shall be exempt from the mandatory City Council approval amount and shall be acquired at reasonable prices from qualified sources. The mandatory City Council approval amount for change orders and contract modifications shall be ten percent (10%) or one hundred thousand dollars (\$100,000.00) whichever is lower.~~ Purchases not exceeding the mandatory City Council approval amount shall be made in accordance with the Procurement ~~>>Administrative Codes<< Manual.~~

MAY, SHOULD and CAN mean the permissive.

PROCUREMENT. All functions pertaining to buying, purchasing, renting, leasing, contracting for, or otherwise acquiring any goods, supplies, services, professional services, capital improvement and construction projects, including description of requirements, solicitation and selection of sources, negotiations, preparation, award and execution of contracts and orders. PROCUREMENT may also include the combined functions of purchasing, inventory control, ~~traffic and transportation,~~ receiving, inspection, storekeeping, salvage and disposal operations.

PROCUREMENT ~~>>ADMINISTRATIVE CODES<< MANUAL.~~ The administrative regulations and the internal procurement procedures ~~and >>that<<~~ describes rules, regulations, policies and procedures as ~~adopted by Resolution >>approved<<~~ by the ~~City Council >>City Manager<<~~ to be followed by the Procurement Department and the departments it serves.

PROFESSIONAL SERVICES. Services, the value of which is substantially measured by the professional competence of the person performing them, and which are not susceptible to realistic competition by cost of services alone, rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training,

or direct assistance. Professional services shall include, but not be limited to, services customarily rendered by architects, landscape architects, engineers, surveyors, mappers, certified public accountants, financial experts, attorneys, information technology firms, >>insurance related services,<< planning, legislative, and management consultants.

* * *

REQUEST FOR INFORMATION (RFI). A non-binding method whereby the City publishes via newspaper, internet, or direct mail its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain >>scopes of work, specifications,<< comments, feedback or reactions from potential suppliers (contractors) >>; often occurs<< prior to the issuing of a solicitation. ~~Generally price or cost is not required.~~ Feedback may include best practices, industry standards, technology options, preferred timeframes, >>budgetary cost,<< etc.

* * *

RESPONSIVE. Refers to a person or firm who has submitted a bid, proposal, offer, quote, or response which conforms in all material respects to the competitive solicitation documents and all of its requirements at the time of opening the responses. >>Determination of whether an omission, error or failure to conform is material is at the sole discretion of the City.<<

* * *

SMALL PURCHASE. Any purchase not exceeding a given upper monetary limit, as established by the Procurement >>Administrative Codes<< Manual.

* * *

>>STANDARDIZATION. The adoption of a single product, brand, or group of products to be used by the City. Standardization can be achieved through the competitive solicitation process, the sole source process, the Request for Information (RFI) process, or other process as detailed in the Procurement Administrative Codes and approved by City Council when standardization results in an initial expenditure within the Mandatory Council Approval amount.<<

SUPPLIES. All tangible items purchased and consumed by the City.

SUSPENSION. The temporary prohibition of a vendor or contractor to do business with the City for a period not to exceed two (2) years.

~~>>TASK ORDER. A contract order against an indefinite delivery/indefinite quantity contract for professional services that provides for the issuance of orders for professional services during the contract period.<<~~

~~>>TERM CONTRACT. A type of contract in which a source of supply is established for a specified period for specified services or supplies, but with no commitment to purchase a particular quantity; usually characterized by an estimated or minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price. Sometimes referred to as a time and material contract.<<~~

~~UNAUTHORIZED PURCHASE. Any item(s) or service(s) that is:~~

~~(1) Purchased prior to receiving an executed contract or purchase order, or~~

~~(2) Purchased without sufficient funds as determined by the Finance Department, or~~

~~(3) Purchased in the following manner:~~

~~(a) Obtaining items under contract from suppliers other than those holding City contracts for those specific items, or~~

~~(b) Providing the Procurement Department false information such as false bids/ quotes, or~~

~~(c) An "add-on" to a previously approved contract or purchase order without first obtaining approval from the Procurement Department, or~~

~~(d) Splitting orders of the same or like materials/requirements into two or more individual purchases with the intention of circumventing the competitive solicitation requirements.~~

* * *

Section 38.06 >>7<< APPLICATION AND EXCLUSIONS.

~~(A) Emergency purchases. A City officer or employee may make an emergency purchase, as defined in § 38.07, which is subsequently approved by the City Manager upon justification in writing, stating the reasons the emergency would affect life, safety, health, or the convenience of citizens. See § 38.12(F)(3) of this chapter Procurement Ordinance for additional information.~~

~~(B) Requisition purchase authorization. Except in cases of emergency, no request and process of any requisition for any order shall be made if there are insufficient unencumbered funds in the appropriate account to be charged, and the City's finance section shall not pay any request when there are insufficient unencumbered appropriation balances, in excess of all unpaid obligations, to defray the amount of such order in the accounts of the client agencies concerned.~~

~~(C) Prohibition against subdivision. No contract or purchase shall be subdivided to avoid the requirements of this Ordinance and/or the Procurement Manual.~~

(D) ~~Competitive solicitation and selection~~ >>Application<<. The competitive selection process provisions of this Ordinance shall apply to every purchase by the City Council and the departments which are under the control of the City Council, irrespective of their funding source, including State and Federal assistance monies and grants, except as otherwise specified in ~~this~~ >>City<< Ordinance, >>City Charter,<< or by Federal, State or local laws or grant terms and conditions. In cases where state or federal funds are being used to fund a project or program, the guidelines contained therein for procurement shall be followed, in addition to the City's requirements.

(E) Exclusions. The competitive solicitation and selection processes stipulated in this Ordinance shall not apply to the following:

* * *

(9) Items purchased for resale >>, to include accessories, apparel and equipment<<

* * *

(17) Professional services, including:

(a) Court reporter services

(b) Medical services >>, such as Medical Director service for Fire Rescue<<

* * *

(i) Professional services when utilized by the City in the settlement and administration of workers' compensation and liability claims, such as:

1. Private investigators

2. Expert witnesses

~~3. Claim adjusting services~~

However, no court reporter services, legal services, expert witnesses, or professional services when utilized by the City in the settlement and administration of workers' compensation and liability claims, such as private investigators ~~or claim adjusting services~~ may be procured without the approval of the City Attorney or his or her designee.

(18) Maintenance and support of existing software/hardware, equipment, machinery, vehicles, and other City-owned items ~~>>, such as annual maintenance agreements for City-owned software, or warranty or OEM parts and repairs with availability restricted by the manufacturer<<~~

(19) Direct material purchases ~~>>also called Owner Direct Purchases<<~~, such as purchases of materials, equipment, prefabricated elements and components, appliances, furniture, fixtures, and other goods, pursuant to a program contained in a construction contract that has been awarded in accordance with any provision of this Ordinance, whereby the City makes such purchases directly from a vendor ~~>>, subcontractor or material supplier<<~~ by using a City purchase order

(20) Services provided by institutions of higher learning, not-for-profit organizations, non-profit organizations, state sponsored institutions, and other governmental and public agencies

(21) Cooperative purchases from contracts established by local, state, or national cooperative purchasing organizations, Federal GSA, and State of Florida term contracts

~~>>(22) Piggyback purchases utilizing contracts and agreements entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement determines that it is practicable and advantageous for the City to employ this method of purchase<<~~

(22 ~~>>3<<~~) Petty cash purchases and reimbursements

(23 ~~>>4<<~~) Purchasing card (P-Card) purchases

~~(24) Licenses and permits~~

~~(25) Insurance-related services including, but not limited to insurance consulting, self-funding, and claims administration~~

(26 ~~>>5<<~~) Employment contracts

~~(27) Property recovered by the City in the settlement and administration of workers' compensation and liability claims~~

(28 >>6<<) Works of art for public places

(29 >>7<<) City sponsored events at hotels, motels, restaurants and similar facilities

(30 >>28<<) Products purchased from the blind, and other severely impaired persons (RESPECT) in accordance with Fla. Stat. §§ 413.032, 413.033 and 413.036

(31 >>29<<) Products purchased from the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), in accordance with Fla. Stat. § 946.515

(32 >>30<<) Goods and/or services given, or accepted by the City via grant, >>donation,<< gift, or bequest

(33 >>31<<) Publications from publishers or exclusive distributors of such publications

(34 >>32<<) Patented materials

(35 >>33<<) Processed media: >>books,<< movies, slides, videos, and other from processor, producer or exclusive distributor

(36 >>34<<) Naming rights or sponsorships

(37 >>35<<) ~~Retail marina accessories, apparel, equipment or any other marina-related merchandise for resale by any city-owned marina retail shop~~
>>Contracts for Private Property expending Community Development Block Grant (CDBG), Neighborhood Stabilization (NSP), HOME Incentive Partnership, or State Housing Initiative Partner (SHIP) funds, or other similar programs: Contracts for contractual services for the rehabilitation of private property that are funded from CDBG, NSP, HOME Incentive Partnership, or SHIP funds or other similar programs, so long as these expenditures are in compliance with the program requirements of Housing and Urban Development (HUD), the Code of Federal Regulations (CFR), City policies and guidelines, and Council-approved program documents<<

>>35. Service animals to include police canines<<

>>(F) Special Procurements and Waiver of the Procurement Process. Notwithstanding any other provision of this Ordinance, the City Council, with recommendation of the City Manager and Chief Procurement Officer, may initiate

a procurement above \$25,000 where the City Manager and Chief Procurement Officer determine that an unusual or unique situation exists that makes the application of all requirements of competitive bidding or competitive proposals contrary to the public interest. A written determination of the basis for the procurement and for the selection of the vendor shall be included in the Legislative Memorandum describing all such determinations prior to Council action.<<

(F >>G<<) With respect to the excluded >>and special procurement<< items above, the City will make its best efforts to acquire these items and services at reasonable prices from qualified or specified sources.

>>Section 38.08 MANDATORY CITY COUNCIL APPROVAL REQUIREMENTS.

The Mandatory City Council approval amount is defined as the minimum purchasing amount at which City Council approval is required. Such purchases must be approved by the City Council prior to execution of the contract or purchase order.

(A) City Council approval of an award recommendation does not constitute a binding contract with the recommended vendor until execution of a purchase order or contract by the City.

(B) Council approval is required for all the following circumstances prior to execution of the contract or purchase order:

(1) Council Approval for purchases or award of contracts solicited via competitive solicitation equal to or greater than one hundred thousand dollars (\$100,000.00) total expenditure for the initial contract term;

(2) Council Approval for purchases or award of contracts for items delineated as Exclusions per § 38.07(E) of this Ordinance equal to or greater than one hundred thousand dollars (\$100,000.00) total expenditure for the initial contract term;

(3) Council Approval for purchases or award of contracts for items delineated as Special Procurements per § 38.07(F) of this Ordinance equal to or greater than \$25,000 total expenditure for the initial contract term;

(4) Council Approval for Construction Change Orders to construction contracts originally awarded for one hundred thousand dollars (\$100,000.00) or more shall be ten percent (10%) or one hundred thousand dollars (\$100,000.00) whichever is lower. For calculation purposes, the ten percent (10%) threshold amount is cumulative.

(5) Council Approval for Task Orders against continuing contracts issued for Professional Services equal to or greater than one hundred thousand dollars (\$100,000.00);

(6) Council Approval for Amendments to contracts and task orders originally awarded for one hundred thousand dollars (\$100,000.00) or more shall be ten percent (10%) or one hundred thousand dollars (\$100,000.00) whichever is lower, except as provided in § 38.08(C). For calculation purposes, the ten percent (10%) threshold amount is cumulative.

(C) Contract Duration and Term Contracts:

(1) For calculation purposes, initial contract term is the duration first agreed to by both parties, prior to renewal options. This is typically one year, but in the case of longer initial term (i.e. two-year initial terms), value is calculated by adding the values of the years comprising the initial term.

(2) Contract Amendments to Term Contracts do not require City Council approval and shall be made in accordance with the Procurement Administrative Codes.

(D) Purchases, awards, construction change orders, and contract amendments not exceeding the mandatory City Council approval amount shall be made in accordance with the Procurement Administrative Codes.<<

(E) The Chief Procurement Officer will prepare a report for Council acknowledgement of competitive solicitations issued by the Procurement Department and awarded in accordance with the Procurement Administrative Codes which are under the mandatory City Council approval amount. Reporting requirements will be further delineated in the Procurement Administrative Codes.<<

Section 38.08 >>9<< ORGANIZATION.

>>(A) City Manager. In accordance with the provisions of this Ordinance and City Ordinance Chapter 30, all rights, powers, duties and authority relating to the purchase and contracting of goods and services for the City Council, including the authority to approve all purchases and sign those agreements, contracts, change orders, and purchase orders for the purchase of goods and services governed by, and within the limits of this Ordinance, provided they are in conformance with the Procurement Administrative Codes, the law, and all applicable rules and regulations, are vested in the City Manager. The City Manager

may delegate this authority through the promulgation of the Procurement Administrative Codes.

(B) The City Manager shall have the authority, duties, authorizations, and accountabilities to:

(1) Appoint the Chief Procurement Officer;

(2) Approve the Procurement Administrative Codes including the competitive threshold amounts contained therein;

(3) Delegate the approval authority level and delegation authority of the Chief Procurement Officer;

(4) Award competitive solicitations and sign, on behalf of the City, contractual agreements, purchase orders, task orders, and change orders for the purchase of goods and/or services required by the City of less than the Mandatory City Council approval amount;

(5) Sign all contractual agreements, purchase orders, task orders, and change orders, for the purchase of goods and/or services required on behalf of the City that exceed the mandatory City Council approval amount after award approval by the City Council;<<

(A >>C<<) Procurement Department. The Procurement Department shall oversee and conduct all of the City's procurement and contracting for supplies, goods, equipment, contractual services, professional and consultant services, capital improvements and construction and/or any combination of goods and services.

(B >>D<<) Chief Procurement Officer. In accordance with the provisions of this Ordinance, the Chief Procurement Officer shall serve as the principal officer for the contracting and/or purchase of goods and services. >>The City Manager may delegate<< All rights, powers, duties and authority relating to the purchase and contracting of goods and services for the City Council, including the authority to approve all purchases and sign those agreements, contracts, change orders, and purchase orders for the purchase of goods and services governed by, and within the limits of this Ordinance, provided they are in conformance with the Procurement >>Administrative Codes<< Manual, the law, and all applicable rules and regulations, are vested in the Chief Procurement Officer.

(C >>E<<) ~~Duties, responsibilities, authorizations, and accountabilities.~~
The Chief Procurement Officer shall have the following duties, responsibilities, authorizations, and accountabilities:

- (1) Administer the central procurement and contracting function for the City;
- (2) Determine conditions and procedures for >>further<< delegation(s) of purchase authority >>to Procurement Staff and other Department Heads within the authority delegated to the Chief Procurement Officer by the City Manager<<;
- (3) Determine the conditions and procedures for the use of source selection methods authorized by this Ordinance, including determination of sole source and emergency purchases;
- (4) Maintain, or arrange for maintenance of, a current vendor database of possible sources of supply for all goods and services purchased by the City;
- (5) Provide for the establishment/ promulgation of a Procurement >>Administrative Codes<< Manual. Such procedures and processes shall be in compliance with this Ordinance, and may not conflict with the thresholds or approval requirements set forth in this Ordinance. The Procurement >>Administrative Codes, as approved by the City Manager<< Manual shall define the minimum threshold amounts at which competitive quotes and other competitive solicitations under the mandatory City Council approval amount shall be required by the City;
- (6) >>As permitted within the Procurement Administrative Codes, award<< ~~Award all~~ competitive solicitations and sign, on behalf of the City, all contractual agreements, purchase orders, task orders, and change orders for the purchase of goods and/or services required by the City of less than the mandatory City Council approval amount and as otherwise stipulated in this Ordinance;
- (7) >>As permitted within the Procurement Administrative Codes, award, and sign<< ~~Sign all~~ contractual agreements, purchase orders, task orders, and change orders, for the purchase of goods and/or services required on behalf of the City, ~~exceeding~~ >>that exceed<< the mandatory City Council approval amount after award approval by the City Council, and as otherwise stipulated in this Ordinance;

* * *

Section 38.09 >>10<< DELEGATION OF AUTHORITY BY >>CHIEF PROCUREMENT OFFICER<< CPO TO CITY STAFF.

The Chief Procurement Officer may delegate rights, powers, and authority vested in him or her >>through the Procurement Administrative Codes<< to subordinate Procurement Department employees, or other City staff, when deemed necessary by the Chief Procurement Officer, provided such staff shall comply with all applicable laws, rules and procedures established by the City.

Section 38.10 >>11<< UNAUTHORIZED PURCHASES >>AND PROHIBITIONS<<.

(A) It shall be unlawful for any city officer or employee to make an unauthorized purchase as defined in § 38.07 >>herein<<. Except in cases of emergency as specified herein, no officer of the City shall issue any oral or written purchase order, contract, or conduct open market purchases in any manner unless specifically authorized by this Ordinance.

(B) The City shall not be bound by any purchase order or contract made contrary to the provisions hereof.

>>(C) An unauthorized purchase includes any item(s) or service(s) that is:

(1) Purchase prior to receiving an executed contract or purchase order, or

(2) Purchased without sufficient funds as determined by the Finance Department, or

(3) Purchased in the following manner:

(a) Obtaining items under contract from suppliers other than those holding exclusive City contracts for those specific items, or

(b) Providing the Procurement Department false information such as false bids/ quotes, or

(c) An "add-on" to a previously approved contract or purchase order without first obtaining approval from the Procurement Department, or

(d) Splitting orders of the same or like materials/requirements into two or more individual purchases with the intention of circumventing the competitive solicitation requirements.

(D) Requisition-purchase authorization. Except in cases of emergency, no purchase shall be made if there are insufficient unencumbered funds in the appropriate account to be charged.

(E) Prohibition against subdivision. No contract or purchase shall be subdivided to avoid the requirements of this Ordinance and/or the Procurement Administrative Codes.<<

Section 38.44 >>12<< SOURCE SELECTION AND BEST VALUE.

* * *

Section 38.42 >>13<< METHODS OF PROCUREMENT.

The Chief Procurement Officer shall determine the appropriate method of source selection for each procurement method, among the following:

(A) Competitive Sealed Bid Process.

(1) Invitation for Bids. The Invitation for Bids (IFB) process shall be the preferred method of procurement and shall be awarded to the lowest responsive and responsible bidder. The IFB solicitation document shall include the specifications and all contractual terms and conditions applicable to the procurement.

(2) Public notice of the IFB shall be published on the City's website for a reasonable period prior to bid opening. For construction projects, advertisements will be processed in compliance with Fla. Stat. § 255.025, where applicable >>, and will include the location of the bid opening<<. The public notice shall state the place, due date/time >>date and time<< for delivery/receipt, and the location of the bid opening. Bids received after the time and date specified in the IFB document shall not be opened, and shall not be accepted for consideration. IFBs may include pricing for the life cycle cost of items and shall be awarded to the lowest responsive and responsible bidder, considering all pertinent qualifications of the recommended awardee.

~~(3) The Chief Procurement Officer shall have the authority to reject all bids when all bids exceed the budgeted amount, and the City Council does not make additional funds available. The Chief Procurement Officer shall re-advertise a revised IFB after making any necessary change in the project plans to bring the cost within the limits of the funds available.~~

(4 >>3<<) The Chief Procurement Officer shall have the authority to accept or reject any portions of bids or all bids; to waive informalities and/or minor irregularities, >>; and to<< or cancel and resolicit the requirement at any time prior to execution of a purchase order or contract for the solicitation.

(5 >>4<<) The competitive sealed bid process shall be further delineated in the Procurement >>Administrative Codes<< Manual and the City's IFB solicitation document.

(B) Competitive Sealed Proposal Process.

* * *

(2) Public notice of the RFP shall be published on the City's website for a reasonable period prior to RFP opening, but at a minimum of fourteen (14) calendar days. The public notice shall state the place, due date/time >>date and time<< for delivery/receipt, and the location of the public acknowledgement of receipt. Proposals received after the time and date specified in the RFP document shall not be opened, and shall not be accepted for consideration.

(3) The Chief Procurement Officer shall have the authority to accept or reject any portions of proposals or all proposals; to waive informalities and/or minor irregularities, or >>; and<< cancel and resolicit the requirement at any time prior to execution of a purchase order or contract for the solicitation.

(4) The RFP process shall be further delineated in the Procurement >>Administrative Codes<< Manual and the City's RFP solicitation document.

(C) Request for Qualifications (RFQ) Process.

(1) >>When it is determined by the Chief Procurement Officer to be the best method of procurement and for the procurement of services in accordance with Fla. Stat. § 287.055 for<< The services of professional architects, engineers, landscape architect, surveyors, and mapping services shall be acquired in accordance with Fla. Stat. § 287.055 and as further delineated in the Procurement Manual >>, the City may utilize the competitive qualification process. A Request for Qualifications (RFQ) shall be used as the solicitation document<<.

(2) Continuing contracts for these services may be solicited and entered into on a rotational basis between at least three firms, in accordance with Fla. Stat. § 287.055(2)(g), and as further delineated in the Procurement >>Administrative Codes<< Manual. The master contracts may have an expiration date, but in accordance with Fla. Stat. § 287.055(2)(g) may have no time limitation except that the master contract shall provide a termination clause. Services shall be authorized via issuance of Task Orders.

(3) Public notice of the RFQ shall be published on the City's website for a reasonable period prior to bid >>RFQ<< opening. The public notice shall state the place, due date/time >>date and time<< for delivery/receipt, and the

~~location of the public acknowledgement of receipt.~~ >>Submittals received after the date and time specified in the RFQ document shall not be opened and shall not be accepted for consideration.<<

~~(4) Submittals received after the date and time specified in the RFQ document shall not be opened and shall not be accepted for consideration.~~

(5 >>4<<) The Chief Procurement Officer shall have the authority to accept or reject any portions of submittals or all submittals; to waive informalities and/or minor irregularities, ~~or >>; and<<~~ cancel and resolicit the requirement at any time prior to execution of a purchase order or contract for the solicitation.

(6 >>5<<) The RFQ process shall be >>completed in accordance with Fla. Stat. § 287.055 and<< further delineated in the Procurement >>Administrative Codes<< Manual and the City's RFQ solicitation document.

(D) Competitive Negotiations Process.

(1) When the Chief Procurement Officer determines that the use of ~~concurrent~~ competitive negotiations would be advantageous to the City, the competitive negotiations process may be used. An Invitation to Negotiate (ITN) shall be the solicitation document.

(2) The goal of an ITN is to obtain proposals from interested and qualified firms so that the City may enter into ~~simultaneous~~ negotiations with the firm or firms determined most capable of providing the required supplies and services.

(3) The ITN document will supply the firms with information necessary to understand the need; however, the terms, scope of work, price, method of delivery, conditions of performance, and approaches of the project may be open to consideration and negotiations, including simultaneous negotiations with the most qualified firms.

(4) ITNs may not be used for procuring professional services addressed by Fla. Stat. § 287.055 (CCNA).

(5) Public notice of the ITN shall be published on the City's website for a reasonable period prior to the due date/time but at a minimum of fourteen (14) calendar days. The public notice shall state the place, due ~~date/time >>date and time<<~~ for delivery/receipt, ~~and the location of the public acknowledgement of receipt.~~ >>Submittals received after the designated time and date shall not be opened and shall not be accepted for consideration.<<

~~(6) Submittals received after the designated time and date shall not be opened and shall not be accepted for consideration.~~

(7 >>6<<) The Chief Procurement Officer shall have the authority to accept or reject any portions of submittals or all submittals; to waive informalities and/or minor irregularities, ~~or >>; and<<~~ and resolicit the requirement at any time prior to execution of a purchase order or contract for the solicitation.

(8 >>7<<) The competitive negotiations process shall be further delineated in the Procurement >>Administrative Codes<< Manual and the ITN solicitation document.

(E) Multi-Step Competitive Solicitation / Request for Information (RFI) Process.

(1) When it is considered impractical to initially prepare a purchase description to support an award based on price or detailed scope of work, any competitive solicitation may be preceded by a Request for Information (RFI) requesting the submission of ~~unpriced submittals >>information<<~~, which will provide input for the specifications or scope of work to be included in a subsequent competitive solicitation.

(2) The RFI process shall be further delineated in the Procurement >>Administrative Codes<< Manual and the RFI document.

>>(3) As determined by the Chief Procurement Officer, the Multi-Step Competitive Solicitation can also be used for source selection by combining the elements of both competitive sealed bids and sealed proposals. The Multi-Step process shall be further delineated in the Procurement Administrative Codes and the solicitation document.<<

(F) Alternative source selection.

(1) Small purchases. Any purchase for an amount less than the mandatory City Council approval amount shall be made in accordance with those procedures promulgated in the Procurement >>Administrative Codes<< Manual, provided, however, no purchase shall be artificially divided so as to constitute a small purchase under this section.

(2) Sole source purchases.

* * *

(c) The sole source process shall be further delineated in the Procurement >>Administrative Codes<< Manual.

(3) Emergency purchases. The >>City Manager or<< Chief Procurement Officer >>, if delegated in the Procurement Administrative Codes,<< may make or authorize emergency purchases as defined herein.

* * *

(d) The emergency purchase process shall be further delineated in the Procurement >>Administrative Codes<< Manual.

(4) Cooperative purchases >>and Piggyback purchases<<.

* * *

(c) The ability to utilize cooperative contracts shall not be restricted by nonparticipation in the estimated quantities of the City's needs, nor inaccurate estimates of usage by the City prior to award of the cooperative contract. >>Any such contracts equal to or in excess of one hundred thousand dollars (\$100,000) shall go to the City Council for approval.<<

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

(e) Other governmental agencies are authorized to utilize the City's contracts.

(f) City departments may utilize (piggybacking) a contract established for another City department, provided such usage is in accordance with the same terms, conditions and pricing.

(g) The cooperative purchasing process shall be further delineated in the Procurement >>Administrative Codes<< Manual.

(5) Design-build services.

(a) The City may use a >>design criteria professional as defined in Fla. Stat. § 287.055<< ~~design-build consultant contracted through a competitive solicitation process~~ to prepare a design-criteria package.

(b) The design-build process shall be further delineated in the Procurement >>Administrative Codes<< Manual.

(6) Capital improvement and construction services. The contracting and purchase of construction services shall be acquired in accordance with the competitive sealed bidding process >>or, when determined to be in the City's best interest by the Chief Procurement Officer, the competitive sealed proposal process<<. Performance bonds and payment bonds shall be in the maximum amounts stipulated in Fla. Stat. § 255.05. The capital improvement and construction contracting process shall be further delineated in the Procurement >>Administrative Codes<< Manual and the IFB >>solicitation<< document.

(7) Construction Management at Risk Services (CM@R). The procuring of CM@R >>Construction Management at Risk<< service shall be acquired in accordance with the Request for Qualifications process. The CM@Risk >>Construction Management at Risk<< shall be further delineated in the Procurement >>Administrative Codes<< Manual and the RFQ document.

(8) Negotiated purchases. Negotiation of contracts and pricing via any method of selection process identified herein, shall be by means promulgated in the Procurement >>Administrative Codes<< Manual.

~~(G) Public-private partnerships. The procurement of personal property and services for public-private partnerships (P3) shall be in accordance with Fla. Stat. § 255.065.~~

~~(1) Definitions.~~

~~CITY. The City of Palm Bay, Florida.~~

~~CONCEPTUAL PROPOSAL. An unsolicited proposal that includes conceptual information sufficient for the City to determine whether the proposed ideas are attractive enough to justify investment of City resources to undertake a process that may lead to formation of a contract to implement the ideas.~~

~~DETAILED PROPOSAL. A proposal (solicited or unsolicited) that contains detail beyond a conceptual level sufficient for the City to compare the proposal competitively to others.~~

~~P3. A public-private partnership, which is an agreement between the City and a private entity that allows for greater private sector participation in the delivery of a City-qualifying project.~~

~~P3 STATUTE. Chapter 2013-223, Laws of Florida, section 2, as codified in Florida Statutes, as amended by Chapter 2016-153 and 2016-154, Laws of Florida.~~

~~PRIVATE ENTITY. Any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other private business entity.~~

~~PROPOSAL REVIEW FEE. The fee paid by the private entity submitting an unsolicited proposal or by the private entity submitting a detailed proposal that competes with an unsolicited proposal.~~

~~QUALIFYING PROJECT. A facility or project that serves a public purpose, or a facility or infrastructure that is used or will be used by the public or in support of a public purpose or activity, as defined in the P3 Statute.~~

~~SOLICITATION. City-initiated procurement process seeking offers (bids, proposals, or otherwise) for City projects, which may include processes authorized by (1) the Procurement Ordinance of the City of Palm Bay; (2) Fla. Stat. §§ 255.20 or 287.055, or (3) any other law or the City's home rule powers.~~

~~UNSOLICITED PROPOSAL. A conceptual proposal or a detailed proposal that a private entity submits to the City on its own initiative, and not in response to a solicitation.~~

~~(2) Conceptual proposal.~~

~~(a) A private entity may submit a conceptual proposal to the City, to gauge the City's potential interest in pursuing the proposed project as a P3. A conceptual proposal is not required. A private entity may forego submitting a conceptual proposal and submit an unsolicited detailed proposal.~~

~~(b) A private entity must tender a proposal review fee of five thousand dollars (\$5,000) with its conceptual proposal. The City will not review a conceptual proposal that is not accompanied by the payment of this fee.~~

~~(c) A conceptual proposal must contain information sufficient to inform the City about (1) the overall character of the proposed qualifying project, (2) the general experience of the private entity, and (3) the general strategies to ensure successful project delivery.~~

~~(d) Within ten (10) business days after receipt of the conceptual proposal, the City will either (1) summarily reject the conceptual proposal and return the proposal review fee or (2) accept the conceptual proposal for substantive review and notify the private entity of the anticipated time required for the City to complete the review of the conceptual proposal.~~

(e) If the City decides to accept the conceptual proposal for substantive review, the City will preliminarily assess whether: (1) the proposed project is a qualifying project; (2) the proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.; (3) the proposed project is reasonably likely to satisfy the criteria established by the P3 Statute.

(f) Upon completion of review of the conceptual proposal, the city will notify the private entity in writing of the City's position regarding the proposed project. The City may:

1. Decide not to pursue the proposed project;
2. Decide to pursue the proposed project, or a similar project, using other procurement methods (in which, if open to private companies, the private entity may compete if otherwise qualified); or
3. Decide to continue considering the proposed project under the P3 Statute and request the private entity to submit a detailed proposal (which request shall not constitute a formal solicitation).

(g) The City's disposition of a conceptual proposal does not limit its discretion or authority with respect to future projects, whether solicited or unsolicited.

(3) Unsolicited detailed proposals.

(a) A private entity may submit an unsolicited detailed proposal to the City, to initiate the City's consideration of whether to deem the proposed project as a qualifying project and whether to pursue it further under the P3 Statute. The City is not obligated to pursue a project under the P3 Statute, even if the project satisfies the statutory definition of a qualifying project.

(b) A private entity must tender a proposal review fee of twenty-five thousand dollars (\$25,000) with its detailed proposal, unless the private entity has already paid a fee for review of a substantially similar conceptual proposal, in which case the proposal review fee is twenty thousand dollars (\$20,000). The City will not review a detailed proposal that is not accompanied by the payment of this fee. The proposal review fee is non-refundable.

(c) A detailed proposal must contain information sufficient to inform the City about: the detailed quality and character of the proposed qualifying project; the detailed experience and capacity of the private entity; and the detailed

financial and implementation strategies to ensure successful project delivery. This information should include the following:

1. A description of the private entity, including name, address, type of organization, and legal structure.

2. Name and complete contact information of the primary point of contact for the detailed proposal.

3. Names and experience of proposed key project personnel.

4. Type of support needed, if any, from the City, for example, facilities, equipment, materials, personnel, financial resources, etc.

5. Identification of any proprietary data used and the manner in which it is used.

6. Identification of any outside entities or professionals the private entity has or intends to consult with respect to the project.

7. The names of any other federal, state, or local agencies receiving the same proposal.

8. A complete discussion of the objective of the project, the method of approach, the nature of the anticipated results, and the characteristics that make it a qualifying project worthy of pursuit by the City.

9. A detailed overview of the proposed business arrangements, including the plan for the development, financing, and operation of the project.

10. A preliminary project schedule.

11. A detailed financial analysis of the proposed project.

12. Specification as to when the pricing or terms of the proposal will expire.

(d) Within ninety (90) business days after receipt of the detailed proposal, the City will notify the private entity in writing of the City's decision either to reject the detailed proposal or to accept the detailed proposal for competitive review. During this period, the City may meet with the private entity to gain a deeper understanding of the detailed proposal, and the City may request that the private entity submit additional information. These meetings will be

preliminary in nature, and will not include or constitute substantive negotiation of agreement terms. In considering whether to accept the detailed proposal for competitive review, the City will assess whether: (1) the proposed project is a qualifying project; (2) the proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.; (3) the proposed project is reasonably likely to satisfy the criteria established by the P3 Statute. The City may determine that it requires more than ninety (90) days to complete its review of the detailed proposal and this assessment, in which case it will notify the private entity in writing of how much time will be required.

(e) An unsolicited proposal may be rejected by the City at any time. The City has complete discretion and authority to reject any unsolicited proposal it receives.

(f) If the City decides to accept an unsolicited proposal for competitive review, the City will provide written notice of its decision, and a copy of the unsolicited proposal, to affected local jurisdictions in accordance with subsection (7) of the P3 Statute.

(g) If the City decides to accept an unsolicited proposal for competitive review, the City will advertise the potential opportunity and accept competing detailed proposals.

1. The advertisement will include: a general description of the qualifying project; an invitation to submit a competing detailed proposal for the qualifying project with or without a proposal review fee, which may propose the identical project, a functionally equivalent project, or an alternative project that achieves the same purpose or uses the same City resources as the proposed project; information about how to obtain more detailed information; and a due date for responding, which ordinarily will be forty five (45) days after initial publication, but which may be up to one hundred twenty (120) days as the circumstances warrant.

2. The City will advertise the potential opportunity in the Florida Administrative Register at least once a week for three consecutive weeks; in a newspaper of general circulation within the City at least once a week for three weeks prior to the due date for competing proposals; on the City's website in the same manner as competitive solicitations; and at City Hall in the same manner as other public notices issued by the City.

(4) Solicited detailed proposals.

(a) The City may on its own initiative determine to issue a solicitation inviting private entities to submit detailed proposals for any opportunity that the City has identified as a qualifying project.

(b) Any solicitation that the City issues under the authority of the P3 Statute will identify the P3 Statute and the City's related Code sections as the governing procurement process. The solicitation documents will specify information necessary for interested parties to understand and respond to the solicitation.

(c) If a solicited qualifying project includes design work, the solicitation will include a design criteria package prepared by an architect, landscape architect, or engineer licensed in this state, in accordance with Fla. Stat. § 255.065(3)(c). The design criteria package will be sufficient to allow private entities to prepare a bid or a response. The licensed design professional who prepares the design criteria package will remain in the service of the City until the qualifying project is completed.

(d) The City is not obligated to proceed under the P3 Statute when soliciting proposals, and may follow any legally available procurement process, regardless of whether the project qualifies as a qualifying project and regardless of whether the ultimate transaction may be characterized as a P3.

(5) Competitive review and negotiation of detailed proposals.

(a) Whether received in response to a solicitation under the P3 Statute or in response to an advertisement concerning an unsolicited proposal, within ten (10) days after the receipt of all competing detailed proposals the City will designate a negotiation team to conduct negotiations concerning the qualifying project. The negotiation team will consist of at least three (3) persons, including one City employee, who collectively have knowledge and experience in contract negotiations, the subject matter related to the qualifying project, public procurement, and project management. No person with a financial interest in the outcome of the negotiation team's efforts or in the qualifying project may participate on the negotiation team.

(b) The negotiation team's meetings are temporarily exempt from the Sunshine Law as provided in Fla. Stat. (2014) § 286.0113(2), and Fla. Stat. (2016) § 255.065(15). The City will record and preserve as required by law any exempt portion of a negotiation team meeting.

(c) The negotiation team may rely on subject matter experts and staff for information gathering and administrative work, but the negotiation team alone will possess and exercise authority for all recommendations concerning the detailed proposals.

(d) The negotiation team will initially review the detailed proposals and determine whether to allow oral presentations for the purpose of gaining deeper understanding of the detailed proposals. The negotiation team is not required to allow oral presentations. Any oral presentations will be limited to reviewing and discussing information contained in the detailed proposals, and will not include or constitute substantive negotiations related to any detailed proposal or the qualifying project.

(e) Within thirty (30) days after its appointment, or after the final oral presentation, whichever is later, the negotiation team will rank the detailed proposals in order of preference. The negotiation team may meet as often as it deems necessary before ranking, in order to discuss details and strategies related to the detailed proposals and the qualifying project. The negotiation team will strive for consensus, but a majority of the team may establish the ranking. The negotiation team may use any reasonable method to rank the detailed proposals, and is not required to numerically score them. In ranking the detailed proposals, the negotiation team members will consider the private entity team members' professional qualifications and experience, the proposed general business terms, innovative project delivery terms (including finance, design, construction, maintenance, and operation, as applicable to the particular circumstance), and any other factors indicated in the advertisement or solicitation.

(f) Following its ranking of detailed proposals, the negotiation team will commence negotiations with the private entity responsible for the top-ranked proposal. The negotiation team will then conduct negotiations in accordance with the P3 Statute.

(g) In its discretion, the negotiation team may recommend that the City and the private entity enter into an interim agreement as described in the P3 Statute. The negotiation team is not authorized to enter into or otherwise bind the City to an interim agreement. Any recommendation to enter into an interim agreement will be brought to the City Council for consideration. Only the City Council is authorized to approve an interim agreement.

(h) The negotiation team may recommend that the City and the private entity enter into a comprehensive agreement as described in the P3

Statute. The negotiation team is not authorized to enter into or otherwise bind the City to a comprehensive agreement. Any recommendation to enter into a comprehensive agreement will be brought to the City Council for consideration. Only the City Council is authorized to approve a comprehensive agreement.

(i) In deciding whether to enter into a comprehensive agreement, the City Council will consider and determine all reasonable factors, including but not limited to:

1. Whether the proposed project is a qualifying project.

2. Whether the qualifying project is in the public's best interest.

3. Whether the qualifying project involves a facility that is owned by the City or for a facility for which ownership will be conveyed to the City.

4. Whether the comprehensive agreement has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default by the private entity or cancellation of the qualifying project by the City.

5. Whether the comprehensive agreement has adequate safeguards in place to ensure that the City or the private entity has the opportunity to add capacity to the qualifying project or other facilities serving similar predominantly public purposes.

6. Whether the qualifying project will be owned by the City upon completion or termination of the project and payment of amounts financed.

7. Whether there is a public need for or benefit derived from the qualifying project.

8. Whether the estimated cost of the qualifying project is reasonable in relation to similar facilities.

9. Whether the comprehensive agreement will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project.

>>Section 38.14 PUBLIC-PRIVATE PARTNERSHIPS.

Public-private partnerships. The procurement of personal property and services for public-private partnerships (P3) shall be in accordance with Fla. Stat. § 255.065.

(A) Definitions.

(1) **CONCEPTUAL PROPOSAL.** An unsolicited proposal that includes conceptual information sufficient for the City to determine whether the proposed ideas are attractive enough to justify investment of City resources to undertake a process that may lead to formation of a contract to implement the ideas.

(2) **DETAILED PROPOSAL.** A proposal (solicited or unsolicited) that contains detail beyond a conceptual level sufficient for the City to compare the proposal competitively to others.

(3) **P3.** A public-private partnership, which is an agreement between the City and a private entity that allows for greater private sector participation in the delivery of a City qualifying project.

(4) **PRIVATE ENTITY.** Any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other private business entity.

(5) **PROPOSAL REVIEW FEE.** The fee paid by the private entity submitting an unsolicited proposal or by the private entity submitting a detailed proposal that competes with an unsolicited proposal.

(6) **QUALIFYING PROJECT.** A facility or project that serves a public purpose, or a facility or infrastructure that is used or will be used by the public or in support of a public purpose or activity, as defined in the P3 Statute.

(7) **SOLICITATION.** City-initiated procurement process seeking offers (bids, proposals, or otherwise) for City projects, which may include processes authorized by (1) the Procurement Ordinance of the City of Palm Bay; (2) Fla. Stat. §§ 255.20 or 287.055, or (3) any other law or the City's home rule powers.

(8) **UNSOLICITED PROPOSAL.** A conceptual proposal or a detailed proposal that a private entity submits to the City on its own initiative, and not in response to a solicitation.

(B) Conceptual proposal.

(1) A private entity may submit a conceptual proposal to the City, to gauge the City's potential interest in pursuing the proposed project as a P3. A conceptual proposal is not required. A private entity may forego submitting a conceptual proposal and submit an unsolicited detailed proposal.

(2) A private entity must tender a proposal review fee of five thousand dollars (\$5,000) with its conceptual proposal. The City will not review a conceptual proposal that is not accompanied by the payment of this fee.

(3) A conceptual proposal must contain information sufficient to inform the City about (1) the overall character of the proposed qualifying project, (2) the general experience of the private entity, and (3) the general strategies to ensure successful project delivery.

(4) Within ten (10) business days after receipt of the conceptual proposal, the City will either (1) summarily reject the conceptual proposal and return the proposal review fee or (2) accept the conceptual proposal for substantive review and notify the private entity of the anticipated time required for the City to complete the review of the conceptual proposal.

(5) If the City decides to accept the conceptual proposal for substantive review, the City will preliminarily assess whether: (1) the proposed project is a qualifying project; (2) the proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.; (3) the proposed project is reasonably likely to satisfy the criteria established by the P3 Statute.

(6) Upon completion of review of the conceptual proposal, the city will notify the private entity in writing of the City's position regarding the proposed project. The City may:

(a) Decide not to pursue the proposed project;

(b) Decide to pursue the proposed project, or a similar project, using other procurement methods (in which, if open to private companies, the private entity may compete if otherwise qualified); or

(c) Decide to continue considering the proposed project under the P3 Statute and request the private entity to submit a detailed proposal (which request shall not constitute a formal solicitation).

(7) The City's disposition of a conceptual proposal does not limit its discretion or authority with respect to future projects, whether solicited or unsolicited.

(C) Unsolicited detailed proposals.

(1) A private entity may submit an unsolicited detailed proposal to the City, to initiate the City's consideration of whether to deem the proposed project as a qualifying project and whether to pursue it further under the P3 Statute. The City is not obligated to pursue a project under the P3 Statute, even if the project satisfies the statutory definition of a qualifying project.

(2) A private entity must tender a proposal review fee of twenty-five thousand dollars (\$25,000) with its detailed proposal, unless the private entity has already paid a fee for review of a substantially similar conceptual proposal, in which case the proposal review fee is twenty thousand dollars (\$20,000). The City will not review a detailed proposal that is not accompanied by the payment of this fee. The proposal review fee is non-refundable.

(3) A detailed proposal must contain information sufficient to inform the City about: the detailed quality and character of the proposed qualifying project; the detailed experience and capacity of the private entity; and the detailed financial and implementation strategies to ensure successful project delivery. This information should include the following:

(a) A description of the private entity, including name, address, type of organization, and legal structure.

(b) Name and complete contact information of the primary point of contact for the detailed proposal.

(c) Names and experience of proposed key project personnel.

(d) Type of support needed, if any, from the City, for example, facilities, equipment, materials, personnel, financial resources, etc.

(e) Identification of any proprietary data used and the manner in which it is used.

(f) Identification of any outside entities or professionals the private entity has or intends to consult with respect to the project.

(g) The names of any other federal, state, or local agencies receiving the same proposal.

(h) A complete discussion of the objective of the project, the method of approach, the nature of the anticipated results, and the characteristics that make it a qualifying project worthy of pursuit by the City.

(i) A detailed overview of the proposed business arrangements, including the plan for the development, financing, and operation of the project.

(j) A preliminary project schedule.

(k) A detailed financial analysis of the proposed project.

(l) Specification as to when the pricing or terms of the proposal will expire.

(4) Within ninety (90) business days after receipt of the detailed proposal, the City will notify the private entity in writing of the City's decision either to reject the detailed proposal or to accept the detailed proposal for competitive review. During this period, the City may meet with the private entity to gain a deeper understanding of the detailed proposal, and the City may request that the private entity submit additional information. These meetings will be preliminary in nature, and will not include or constitute substantive negotiation of agreement terms. In considering whether to accept the detailed proposal for competitive review, the City will assess whether: (1) the proposed project is a qualifying project; (2) the proposed project delivery model offers advantages over traditional models, for example, lower cost, shorter schedule, increased investment, etc.; (3) the proposed project is reasonably likely to satisfy the criteria established by the P3 Statute. The City may determine that it requires more than ninety (90) days to complete its review of the detailed proposal and this assessment, in which case it will notify the private entity in writing of how much time will be required.

(5) An unsolicited proposal may be rejected by the City at any time. The City has complete discretion and authority to reject any unsolicited proposal it receives.

(6) If the City decides to accept an unsolicited proposal for competitive review, the City will follow the procedural notice requirements as provided for in the P3 Statute, including notice to affected local jurisdictions.

(7) If the City decides to accept an unsolicited proposal for competitive review, the City will advertise the potential opportunity and accept competing detailed proposals as required in the P3 Statute.

(a) The advertisement will include: a general description of the qualifying project; an invitation to submit a competing detailed proposal for the qualifying project with or without a proposal review fee (if required), which may propose the identical project, a functionally equivalent project, or an alternative

project that achieves the same purpose or uses the same City resources as the proposed project; information about how to obtain more detailed information; and a due date for responding as defined in the P3 Statute, which may be up to one hundred twenty (120) days as the circumstances warrant.

(b) The City will advertise the potential opportunity in the Florida Administrative Register at least once a week for two consecutive weeks; in a newspaper of general circulation within the City at least once a week for two weeks prior to the due date for competing proposals; and on the City's website in the same manner as competitive solicitations.

(D) Solicited detailed proposals.

(1) The City may on its own initiative determine to issue a solicitation inviting private entities to submit detailed proposals for any opportunity that the City has identified as a qualifying project.

(2) Any solicitation that the City issues under the authority of the P3 Statute will identify the P3 Statute and the City's related Code sections as the governing procurement process. The solicitation documents will specify information necessary for interested parties to understand and respond to the solicitation.

(3) If a solicited qualifying project includes design work, the solicitation will include a design criteria package prepared by an architect, landscape architect, or engineer licensed in this state, in accordance with Fla. Stat. § 255.065(3)(c). The design criteria package will be sufficient to allow private entities to prepare a bid or a response. The licensed design professional who prepares the design criteria package will remain in the service of the City until the qualifying project is completed.

(4) The City is not obligated to proceed under the P3 Statute when soliciting proposals, and may follow any legally available procurement process, regardless of whether the project qualifies as a qualifying project and regardless of whether the ultimate transaction may be characterized as a P3.

(E) Competitive review and negotiation of detailed proposals.

(1) Whether received in response to a solicitation under the P3 Statute or in response to an advertisement concerning an unsolicited proposal, the City will designate a negotiation team to conduct negotiations concerning the qualifying project. No person with a financial interest in the outcome of the

negotiation team's efforts or in the qualifying project may participate on the negotiation team.

(2) The negotiation team's meetings are temporarily exempt from the Sunshine Law as provided in Fla. Stat. § 286.0113(2), and Fla. Stat. § 255.065(15). The City will record and preserve as required by law any exempt portion of a negotiation team meeting.

(3) The negotiation team will conduct negotiations in accordance with the P3 Statute.

(4) In its discretion, the negotiation team may recommend that the City and the private entity enter into an interim agreement as described in the P3 Statute. The negotiation team is not authorized to enter into or otherwise bind the City to an interim agreement. Any recommendation to enter into an interim agreement will be brought to the City Council for consideration. Only the City Council is authorized to approve an interim agreement.

(5) The negotiation team may recommend that the City and the private entity enter into a comprehensive agreement as described in the P3 Statute. The negotiation team is not authorized to enter into or otherwise bind the City to a comprehensive agreement. Any recommendation to enter into a comprehensive agreement will be brought to the City Council for consideration. Only the City Council is authorized to approve a comprehensive agreement.

(6) In deciding whether to enter into a comprehensive agreement, the City Council will consider and determine all reasonable factors, including but not limited to:

(a) Whether the proposed project is a qualifying project.

(b) Whether the qualifying project is in the public's best interest.

(c) Whether the qualifying project involves a facility that is owned by the City or for a facility for which ownership will be conveyed to the City.

(d) Whether the comprehensive agreement has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default by the private entity or cancellation of the qualifying project by the City.

(e) Whether the comprehensive agreement has adequate safeguards in place to ensure that the City or the private entity has the opportunity to add capacity to the qualifying project or other facilities serving similar predominantly public purposes.

(f) Whether the qualifying project will be owned by the City upon completion or termination of the project and payment of amounts financed.

(g) Whether there is a public need for or benefit derived from the qualifying project.

(h) Whether the estimated cost of the qualifying project is reasonable in relation to similar facilities.

(i) Whether the comprehensive agreement will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project.<<

Section 38.13 >>15<< DISPUTE RESOLUTION AND PROTESTS.

(A) Any actual or prospective bidder or proposer who is allegedly aggrieved in connection with ~~the~~ >>a formal<< solicitation >>issued by the City and<< or pending award ~~of a formal contract~~ in the amount of one hundred thousand dollars (\$100,000) or more, ~~the aggrieved bidder or proposer~~ may submit a written protest to the Chief Procurement Officer which ~~will~~ >>may<< be heard before the City Council >>, provided such bidder or proposer may have been awarded the contract but for the aggrieved action<<.

(B) A formal written protest must be submitted no later than 5:00 p.m., local time, within five (5) business days after posting of the award recommendation.

(C) The calculation of days shall exclude Saturdays, Sundays, and holidays observed by the City. The day of the award recommendation posting shall ~~not~~ be included in the calculation. Service of a protest by mail or courier shall not expand the time period allowed for delivery of a protest.

* * *

>>(E) Any grounds not stated in the protest shall be deemed waived.<<

(E >>F<<) Protest ~~bond~~/fee: The formal protest must be accompanied by a protest application fee/~~protest bond~~ in the amount of five percent (5%) of the total amount of the recommended purchase award; or if no dollar amount is included in the purchase award recommendation, a protest application fee/protest bond must be in the amount of one thousand five hundred dollars (\$1,500.00). The maximum

(cap) amount of the protest application fee/~~protest bond~~ for any protest shall be five thousand dollars (\$5,000.00). The protest application fee/~~protest bond~~ must be in the form of a cashier's check, certified check, or an attorney's trust account check payable to the City of Palm Bay. Cash is not acceptable.

(~~F~~ >>G<<) The written protest may not challenge the relative weight of the evaluation criteria or any formula for assigning points in a competitive solicitation.

(G >>H<<) The protestant shall mail a copy of the formal written protest to the firm or firms recommended for award, and shall provide the Chief Procurement Officer with evidence of such mailing.

(H >>I<<) A written protest is considered filed with the City when it is received by the office of the Chief Procurement Officer within the timeframe specified above.

(I >>J<<) Failure to file a written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further protest proceedings.

(J >>K<<) The protest procedures herein shall be the sole remedy for challenging a competitive solicitation. Any and all costs incurred by a protesting party in connection with a protest pursuant to this Ordinance shall be the sole responsibility of the protesting party.

(K >>L<<) Bidders and proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with § 38.14 of this Ordinance.

(~~L~~ >>M<<) The Chief Procurement Officer >>, in consultation with the City Manager and City Attorney,<< shall attempt to resolve the protest in a fair and equitable manner. The judicial rules of evidence shall not apply and the Chief Procurement Officer shall base his or her decision on such information presented in the course of the proceeding upon which reasonable persons rely in the conduct of their affairs. The Chief Procurement Officer shall render a written decision to the protestant via certified U. S. mail.

(M >>N<<) The protestant may appeal such decision, ~~in writing to the City Council~~ >>to City Council by delivering written notice to the Chief Procurement Officer<< within three (3) business days of the vendor's receipt of the written decision by the Chief Procurement Officer.

>>(O) Upon receipt of a timely notice of appeal, the Chief Procurement Officer will request that the City Manager schedule the protest for consideration by the City Council, which may affirm, reverse, or modify the Chief Procurement Officer's decision.<<

(N >>P<<) The Chief Procurement Officer's consideration of a timely protest shall stay the award process with the exception of § 38.13(O >>Q<<) herein.

(O >>Q<<) The ~~Chief Procurement Officer~~ >>City Manager<< may make a ~~determination~~ >>recommendation<< that the contract as originally recommended to be awarded shall be awarded without delay ~~is~~ >>as<< necessary to protect substantial interests of the City. In that case, the City Council may, in its sole discretion, dismiss the appeal or reject all bids and proposals, which will render it moot.

(P >>R<<) Nothing in this section is intended to affect the existing powers of the City Council to settle actions pending before the Courts. In the event of a court upholding the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs, and reimbursement of the amount of the protest application fee/protest bond as stipulated herein.

(Q >>S<<) The dispute resolution and protest process may be further delineated in the Procurement >>Administrative Codes<< Manual.

Section 38.14 >>16<< SUSPENSION AND DEBARMENT.

(A) Authority. The Chief Procurement Officer may suspend or debar, for cause, the right of a vendor to be included on a vendor database and any bid or response from that vendor shall be rejected; provided however, the City Council shall have the power to waive or lift such suspension or debarment.

(B) Suspension. A vendor may be suspended for a period not to exceed two (2) years as determined by the Chief Procurement Officer based upon the following:

(1) Vendor has >>been<< terminated >>for cause<<, defaulted, failed to perform, or failed to fully comply with the conditions, time frames, performance, specifications, drawings, or terms of a contract with the City; or

(2) Vendor has provided an item(s) which failed testing ~~[see § 38.15(C)]~~.

* * *

(C) Debarment. A vendor may be permanently debarred for the following:

(1) Termination ~~>>for cause<<~~, default, failure to perform, or fully comply with the conditions, time frames, performance, specifications, drawings, or terms of a contract with the City two (2) times within any ten (10) year period; or

(2) Conviction by, or judgment obtained, in a court of competent jurisdiction for those offenses in connection with the vendor's commercial enterprise stated in § 38.14 ~~>>16<<~~(B) of this Ordinance. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final court disposition; or

(3) Conviction of a public entity crime as defined by Fla. Stat. § 287.133, shall result in debarment to transact business with the City to the extent as specified therein.

(4) Permanent debarment by another federal, state or local governmental agency.

(D) Process. After the Chief Procurement Officer has determined he or she has cause to suspend or debar a vendor, he or she shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken. The suspension or debarment shall be final and conclusive unless the suspended or debarred vendor initiates written protest proceedings pursuant to § 38.13 ~~>>15<<~~ of this Ordinance within five (5) business days after the date of notification.

Section 38.15 ~~>>17<<~~ INSPECTION, TESTS AND RIGHT TO AUDIT.

(A) The Chief Procurement Officer may inspect, or arrange for the inspection of all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications or the scope of work set forth in the purchase order or contract.

* * *

(D) The City reserves the right to audit a vendor's records as such records relate to purchases between the City and the vendor. Records should be maintained in accordance with law, but in no event less than ~~three (3) >>five (5)<<~~ years from the date of final payment.

Section 38.16 ~~>>18<<~~ SURPLUS PROPERTY.

(A) The Chief Procurement Officer shall prepare a list of surplus items which have become excess to a department's needs, obsolete, unusable, or scrapped.

* * *

Section 38.17 >>19<< EQUAL OPPORTUNITY FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.

(A) >>The City shall use its best efforts to encourage businesses located within the City of Palm Bay to participate in City solicitations and to encourage businesses to locate within the City of Palm Bay.<<

>>(B)<< The City shall use its best efforts to ensure that minority and women-owned businesses shall have an equitable opportunity to participate in the City's procurement process and that no business shall be excluded from participation in, denied benefits of, or otherwise discriminated against in connection with the award and performance of any contracts with the City on the grounds of race, color, national origin, gender, or physical impairment.

(B >>C<<) The City, in accordance with the provisions of Title VII of the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, as amended, and other federal and state discrimination statutes, prohibits discrimination on the basis of race, color, gender, age, national origin, religion, and disability or handicap.

(E >>D<<) The City strongly supports >>local,<< disadvantaged, small, minority and woman owned businesses having full opportunity to submit bids and proposals in response to solicitation documents issued by the City and commits that bidders and proposers will not be discriminated against on the basis of gender, race, color, national origin, religion, disability, or other protected status.

Section 38.19 >>20<< ETHICS, STANDARDS OF CONDUCT AND CONFLICT OF INTEREST.

* * *

(D) All contracts entered into under this chapter >>previously approved by Council<< shall be placed on the City Council agenda for approval of assignments in order to provide notice to its members and the opportunity to declare a voting conflict pursuant to Fla. Stat. § 112.3143.

Section 38.20 >>21<< EX PARTE COMMUNICATION PROHIBITED.

* * *

(B) Exclusions. This requirement shall not prohibit:

* * *

(9) >>Addressing the City Council during the designated agenda item public comment portion of a meeting where the Council is considering award or permission to negotiate on solicitation that a bidder or proposer submitted on.<<

>>(C)<< Violation of this provision shall be grounds to: disqualify the violator from the award of the purchase, void any award to or contract with the violator, and/or temporarily suspend or permanently debar the violator from future contracts with the City.”

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: Patricia Smith, City Attorney

DATE: 10/15/2020

RE: Ordinance 2020-75, amending the Code of Ordinances, Chapter 34, Human Resources, Subchapter 'Whistle-Blower's Ordinance', by including definitions and providing provisions for disclosure of information and investigation procedures and referral of complaints alleging retaliation to the Department of Administrative Hearings, first reading.

The amendments to the Whistle-blower Ordinance provide additional definitions, disclosure of information and investigation procedures and referral of complaints alleging retaliation to the Department of Administrative Hearings (DOAH). The definition section specifically excludes elected officials of the city. The Whistle-blower ordinance provides relief for employees that are discharged, disciplined or otherwise subjected to adverse personnel action. Elected officials may only be removed by the Governor or through a recall election. Consequently, the provisions related to employees does not apply to elected officials. The exclusion of elected officials from the definition of "employee" does not affect their obligation to assist an investigator in the investigation of complaints or limit any action taken by them from being the subject of a whistle-blower complaint. Additional definitions include "fraudulent activity," "gross mismanagement," "gross waste of public funds," "illegal activity," "improper governmental action," "retaliation or retaliatory action" and "whistle-blower."

The amendments to section 34.25 further specify to whom information shall be disclosed and creates an audit committee. The audit committee shall be composed of the Finance Director, Chief Procurement Officer, Human Resources Director and the City Manager. The audit committee will be responsible for investigating suspected fraudulent activities. Section 112.3187(8) Florida Statutes permits complaints of retaliation to be heard by contracting with the Division of Administrative Hearings or by the local government appointing an impartial panel. The amendment would direct the City Attorney to refer the case to the Division of Administrative Hearings.

REQUESTING DEPARTMENT:

City Attorney's Office

RECOMMENDATION:

Motion to approve Ordinance 2020-

ATTACHMENTS:

Description

ALJ Standard Contract

Whistle-blower Statute

Ordinance 2020-75

ADMINISTRATIVE LAW JUDGE SERVICES CONTRACT

This CONTRACT is between XXXXXX, address, city, state, zip, and the State of Florida, Division of Administrative Hearings (DOAH).

WHEREAS, Section 120.65, Florida Statutes, authorizes DOAH to provide Administrative Law Judges (ALJs) on a contract basis to any governmental entity;

WHEREAS, XXXXXX desires to use the services of DOAH's ALJs to conduct hearings involving _____; and

NOW, THEREFORE, the parties, for valuable consideration and the mutual promises between them, agree as follows:

1. Scope of Services. DOAH agrees to make ALJs available to XXXXXX. The ALJs to be provided will be full-time judges employed by the State of Florida, Division of Administrative Hearings. The ALJs to be provided are experts in the adjudication of administrative disputes and such ALJs shall, where possible, be persons familiar with cases involving the issues at hand.

2. Compensation. The fiscal year 2003-2004 General Appropriations Act, Chapter 2003-397, Laws of Florida, requires DOAH to renegotiate its contracts for ALJ services annually so that the hourly rate charged is based on a total-cost recovery methodology. The rate has been

determined to be \$153.00 per hour beginning October 1, 2019. DOAH will notify XXXXXX of the amended hourly rate on or about the first day of September of each year. That rate will become effective on the first day of October of that same year. XXXXXX agrees to compensate DOAH for each hour actually worked, and subsequently, at the hourly rate determined in accordance with the Florida Legislature's directive. This rate will apply for ALJ services in preparing for hearings, traveling to hearings, conducting hearings, and preparing Recommended Orders.

3. Expenses. XXXXXX agrees to pay the actual travel expenses of the assigned ALJ in the amount provided pursuant to Chapter 112, Florida Statutes. DOAH agrees, whenever possible, to arrange the travel schedule of such ALJ so that the ALJ can accomplish other work during a trip, and, in such instances, travel expenses and hourly compensation will be prorated for services to XXXXXX. In the event a hearing is being conducted by video teleconferencing, XXXXXXXX will reimburse DOAH at the current DOAH video teleconferencing rate. DOAH will submit invoices monthly and XXXXXX agrees to remit payment monthly in accordance with Chapter 218, Part VII, Florida Statutes. DOAH agrees to provide XXXXXX an itemized statement of the charges and costs in the invoice.

4. Contract Management. Director of Administration, Lisa M. Mustain, shall provide contract management services under this Contract.

5. Term. This contract is for a term of one (1) year and will automatically renew for succeeding yearly periods one year from the date last signed. This Contract may be amended from time to time by mutual agreement of the parties, and may be terminated by either party for the convenience of that party upon thirty (30) days' written notice.

6. Request for Services. XXXXXX, in order to obtain the services for an ALJ, shall send a letter to the Chief Judge, Division of Administrative Hearings, requesting the services of an ALJ and shall include with such request a copy of any materials relevant to the request. DOAH shall provide an ALJ within thirty (30) days of its receipt of the letter.

7. Effective Date. This Contract will become effective on the date the last signature is made.

8. Notices. All notices required or permitted by this Contract shall be in writing, and shall be deemed to have been duly given if mailed first-class, certified postage prepaid, addressed as follows:

To XXXXXX:

(Attn:)
(Address)
(Phone number)

To DOAH:

State of Florida, Division of Administrative Hearings
Attn: Lisa M. Mustain, Director of Adminsitration
1230 Apalachee Parkway
Tallahassee, Florida 32399

850-488-9675

XXXXXXXXXXXXXXXXXXXX

By: _____ Date: _____

(Title)

XXXXXX

DIVISION OF ADMINSTRATIVE HEARINGS

By: _____ Date: _____

Lisa M. Mustain
Director of Adminstration

West's Florida Statutes Annotated

Title X. Public Officers, Employees, and Records (Chapters 110-123)

Chapter 112. Public Officers and Employees: General Provisions (Refs & Annos)

Part III. Code of Ethics for Public Officers and Employees (Refs & Annos)

West's F.S.A. § 112.3187

112.3187. Adverse action against employee for disclosing information
of specified nature prohibited; employee remedy and relief

Effective: June 7, 2002

[Currentness](#)

(1) Short title.--Sections 112.3187-[112.31895](#) may be cited as the “Whistle-blower's Act.”

(2) Legislative intent.--It is the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against an employee who reports to an appropriate agency violations of law on the part of a public employer or independent contractor that create a substantial and specific danger to the public's health, safety, or welfare. It is further the intent of the Legislature to prevent agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee.

(3) Definitions.--As used in this act, unless otherwise specified, the following words or terms shall have the meanings indicated:

(a) “Agency” means any state, regional, county, local, or municipal government entity, whether executive, judicial, or legislative; any official, officer, department, division, bureau, commission, authority, or political subdivision therein; or any public school, community college, or state university.

(b) “Employee” means a person who performs services for, and under the control and direction of, or contracts with, an agency or independent contractor for wages or other remuneration.

(c) “Adverse personnel action” means the discharge, suspension, transfer, or demotion of any employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse action taken against an employee within the terms and conditions of employment by an agency or independent contractor.

(d) “Independent contractor” means a person, other than an agency, engaged in any business and who enters into a contract, including a provider agreement, with an agency.

(e) “Gross mismanagement” means a continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact.

(4) Actions prohibited.--

(a) An agency or independent contractor shall not dismiss, discipline, or take any other adverse personnel action against an employee for disclosing information pursuant to the provisions of this section.

(b) An agency or independent contractor shall not take any adverse action that affects the rights or interests of a person in retaliation for the person's disclosure of information under this section.

(c) The provisions of this subsection shall not be applicable when an employee or person discloses information known by the employee or person to be false.

(5) Nature of information disclosed.--The information disclosed under this section must include:

(a) Any violation or suspected violation of any federal, state, or local law, rule, or regulation committed by an employee or agent of an agency or independent contractor which creates and presents a substantial and specific danger to the public's health, safety, or welfare.

(b) Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty committed by an employee or agent of an agency or independent contractor.

(6) To whom information disclosed.--The information disclosed under this section must be disclosed to any agency or federal government entity having the authority to investigate, police, manage, or otherwise remedy the violation or act, including, but not limited to, the Office of the Chief Inspector General, an agency inspector general or the employee designated as agency inspector general under [s. 112.3189\(1\)](#) or inspectors general under [s. 20.055](#), the Florida Commission on Human Relations, and the whistle-blower's hotline created under [s. 112.3189](#). However, for disclosures concerning a local governmental entity, including any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing, the information must be disclosed to a chief executive officer as defined in [s. 447.203\(9\)](#) or other appropriate local official.

(7) Employees and persons protected.--This section protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; who refuse to participate in any adverse action prohibited by this section; or who initiate a complaint through the whistle-blower's hotline or the hotline of the Medicaid Fraud Control Unit of the Department of Legal Affairs; or employees who file any written complaint to their supervisory officials or employees who submit a complaint to the Chief Inspector General in the Executive Office of the Governor, to the employee designated as agency inspector general under [s. 112.3189\(1\)](#), or to the Florida Commission on Human Relations. The provisions of this section may not be used by a person while he or she is under the care, custody, or control of the state correctional system or, after release from the care, custody, or control of the state correctional system, with respect to circumstances that occurred during any period of incarceration. No remedy or other protection under ss. 112.3187-[112.31895](#) applies to any person who has committed or intentionally participated in committing the violation or suspected violation for which protection under ss. 112.3187-[112.31895](#) is being sought.

(8) Remedies.--

(a) Any employee of or applicant for employment with any state agency, as the term “state agency” is defined in [s. 216.011](#), who is discharged, disciplined, or subjected to other adverse personnel action, or denied employment, because he or she engaged in an activity protected by this section may file a complaint, which complaint must be made in accordance with [s. 112.31895](#). Upon receipt of notice from the Florida Commission on Human Relations of termination of the investigation, the complainant may elect to pursue the administrative remedy available under [s. 112.31895](#) or bring a civil action within 180 days after receipt of the notice.

(b) Within 60 days after the action prohibited by this section, any local public employee protected by this section may file a complaint with the appropriate local governmental authority, if that authority has established by ordinance an administrative procedure for handling such complaints or has contracted with the Division of Administrative Hearings under [s. 120.65](#) to conduct hearings under this section. The administrative procedure created by ordinance must provide for the complaint to be heard by a panel of impartial persons appointed by the appropriate local governmental authority. Upon hearing the complaint, the panel must make findings of fact and conclusions of law for a final decision by the local governmental authority. Within 180 days after entry of a final decision by the local governmental authority, the public employee who filed the complaint may bring a civil action in any court of competent jurisdiction. If the local governmental authority has not established an administrative procedure by ordinance or contract, a local public employee may, within 180 days after the action prohibited by this section, bring a civil action in a court of competent jurisdiction. For the purpose of this paragraph, the term “local governmental authority” includes any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing.

(c) Any other person protected by this section may, after exhausting all available contractual or administrative remedies, bring a civil action in any court of competent jurisdiction within 180 days after the action prohibited by this section.

(9) Relief.--In any action brought under this section, the relief must include the following:

(a) Reinstatement of the employee to the same position held before the adverse action was commenced, or to an equivalent position or reasonable front pay as alternative relief.

(b) Reinstatement of the employee's full fringe benefits and seniority rights, as appropriate.

(c) Compensation, if appropriate, for lost wages, benefits, or other lost remuneration caused by the adverse action.

(d) Payment of reasonable costs, including attorney's fees, to a substantially prevailing employee, or to the prevailing employer if the employee filed a frivolous action in bad faith.

(e) Issuance of an injunction, if appropriate, by a court of competent jurisdiction.

(f) Temporary reinstatement to the employee's former position or to an equivalent position, pending the final outcome on the complaint, if an employee complains of being discharged in retaliation for a protected disclosure and if a court of competent

jurisdiction or the Florida Commission on Human Relations, as applicable under [s. 112.31895](#), determines that the disclosure was not made in bad faith or for a wrongful purpose or occurred after an agency's initiation of a personnel action against the employee which includes documentation of the employee's violation of a disciplinary standard or performance deficiency. This paragraph does not apply to an employee of a municipality.

(10) Defenses.--It shall be an affirmative defense to any action brought pursuant to this section that the adverse action was predicated upon grounds other than, and would have been taken absent, the employee's or person's exercise of rights protected by this section.

(11) Existing rights.--Sections 112.3187-[112.31895](#) do not diminish the rights, privileges, or remedies of an employee under any other law or rule or under any collective bargaining agreement or employment contract; however, the election of remedies in [s. 447.401](#) also applies to whistle-blower actions.

Credits

Laws 1986, c. 86-233, §§ 1 to 8; [Laws 1991, c. 91-285, § 1](#); [Laws 1992, c. 92-316, § 12](#). Amended by [Laws 1993, c. 93-57, § 1, eff. April 19, 1993](#); [Laws 1995, c. 95-147, § 702, eff. July 10, 1995](#); [Laws 1995, c. 95-153, § 1, eff. July 10, 1995](#); [Laws 1996, c. 96-410, § 15, eff. Oct. 1, 1996](#); [Laws 1999, c. 99-333, § 20, eff. July 1, 1999](#); [Laws 2002, c. 2002-400, § 2, eff. June 7, 2002](#).

[Notes of Decisions \(247\)](#)

West's F. S. A. § 112.3187, FL ST § 112.3187

Current with chapters from the 2020 Second Regular Session of the 26th Legislature in effect through October 01, 2020

ORDINANCE 2020-75

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, CHAPTER 34, HUMAN RESOURCES, SUBCHAPTER 'WHISTLE-BLOWER'S ORDINANCE', BY INCLUDING DEFINITIONS AND PROVIDING PROVISIONS FOR DISCLOSURE OF INFORMATION AND INVESTIGATION PROCEDURES AND REFERRAL OF COMPLAINTS ALLEGING RETALIATION TO THE DEPARTMENT OF ADMINISTRATIVE HEARINGS; 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 34, Human Resources, Subchapter 'Whistle-blower's Ordinance', is hereby amended and shall henceforth read as follows:

"Whistle-blower's Ordinance

* * *

Section 34.22 DEFINITIONS

For the purpose of this subchapter, the following definitions shall apply >>|<< unless the context clearly indicates or requires a different meaning. All other words or terms used in this subchapter >>any term not defined<< shall have the same meaning as such words and terms under the state's Whistle-blower's Act.

* * *

EMPLOYEE. A person who performs services for, and under the control and direction of the city, the city, for wages or other remuneration. >>Employee shall not include elected officials of the city.<<

>>FRAUDULENT ACTIVITY. Includes payment for services not performed or for goods not delivered; falsification, or alteration of documents; improprieties/misrepresentation in the handling or reporting of money or financial transactions; theft, misappropriation, misapplication, destruction, removal, or concealment of City property.

GROSS MISMANAGEMENT. A continuous pattern of managerial abuses, wrongful or arbitrary and capricious actions, or fraudulent or criminal conduct which may have a substantial adverse economic impact.

GROSS WASTE OF PUBLIC FUNDS. An unnecessary or unauthorized expenditure of a substantial amount of money or a series of unnecessary or unauthorized expenditures of smaller amounts of money cumulatively amounting to a substantial amount of money.

ILLEGAL ACTIVITY. Violations of federal, state, or local laws including, but not limited to, accepting or offering bribes, kickbacks, or rebates.

IMPROPER GOVERNMENTAL ACTION. Any action by a city employee, an appointed member of a board, commission or committee or an elected official of the city that is undertaken in the performance of such person's duties with the city that is fraudulent activity, illegal activity, a gross waste of public funds or demonstrates gross mismanagement in violation of city policy or rules. The action need not be within the scope of the employee's, elected official's or board, commission or committee member's official duties to be subject to a claim of improper governmental action. Improper Governmental Action does not include city personnel actions, including but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective-bargaining agreements.

RETALIATION or RETALIATORY ACTION. Any adverse personnel action taken because: (1) an employee lawfully disclosed information or filed an allowable complaint pursuant to this subchapter, (2) an employee testified, assisted or is scheduled to testify or assist in any investigation, action or proceeding relating to the lawful disclosure of information by another employee pursuant to this article, or (3) the supervisor who imposed the adverse personnel action believed the employee receiving the adverse personnel action was involved in the activities described in parts (1) and (2) of this paragraph and such belief was the primary reason for the adverse personnel action.

WHISTLE-BLOWER. An employee who reports, to one or more of the parties specified in this subchapter, an activity that the employee considers to be illegal, dishonest, unethical, or otherwise improper.<<

* * *

Section 34.24 NATURE OF INFORMATION DISCLOSED.

The information disclosed under this subchapter must include at least one of the following:

* * *

(B) Any act or suspected act of improper use of governmental office, >>governmental action,<< gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty committed by an employee or agent of the city.

Section 34.25 TO WHOM INFORMATION DISCLOSED.

~~The information disclosed under this subchapter must be disclosed to any person or persons having the authority to investigate, police, manage, or otherwise remedy the violation or act, including but not limited to the City Manager, City Attorney, Human Resources Director or such official or officials as the City Manager may designate to receive such information on his or her behalf.~~

>>(A) The employee shall submit a written report to the City Manager, or the person the City Manager designates to receive such information on his or her behalf, stating in detail the factual basis for the complainant's reasonable belief that an improper governmental action has occurred.

(B) If the City Manager's designee is the subject of the complaint, then the complaint shall be filed with the City Manager. If a charter officer is the subject of the complaint, the complaint shall be filed with the Mayor or the Mayor's designee. Suspected fraudulent activities may be reported directly to the audit committee. The audit committee shall be composed of the Finance Director, Chief Procurement Officer, Human Resources Director and the City Manager.

(C) The City Manager or the person designated by the City Manager to investigate complaints (Investigator) shall conduct a preliminary investigation within 30 days of the receipt of the complaint. The preliminary investigation shall determine if the complaint merits further investigation. The Investigator may confer with the City Attorney or the City Attorney's designee regarding laws and regulations which may apply. If the Investigator finds that the complaint has no merit or that proper corrective measures have been taken by the city, Investigator

shall notify the complainant and the complainant's department head of the decision and such decision shall be a final report. If the Investigator finds that a further investigation is required, the Investigator shall notify the complainant and the complainant's department head of that decision. Decisions made pursuant to this subsection shall be public record only upon delivery of the decision to the complainant.

(D) If the City Manager, the City Manager's designee or the Mayor determines that the complaint involves allegations of criminal activity, the complaint may be referred to a law enforcement agency of proper jurisdiction. The party conducting the investigation may coordinate any further investigation with such law enforcement agency. If criminal charges are formally filed, the party conducting the investigation may suspend its investigation until completion of criminal action.

(E) All employees, board, commission, committee members and elected city officials shall assist the Investigator in the investigation of complaints filed pursuant to this subchapter, including but not limited to providing records and making statements. Interviews shall be outside the presence of the complainant and the complainant's supervisor. Employees shall be interviewed without loss of pay and may have an employee representative present at the interview. The Investigator shall give reasonable written notice to the person being interviewed of the time for the interview. Except as otherwise provided in this article, all records of interviews shall be kept confidential until the Investigator issues a final report concerning the complaint.

(F) The Investigator may decline to investigate a complaint or portions of a complaint alleging improper governmental action if the same allegations have previously been investigated or have been adjudicated in any court. The Investigator may consolidate investigations when complaints allege the same or similar improper governmental action.

(G) Upon completion of a full investigation, a final written report containing the findings and conclusions of the investigation shall be delivered to the complainant and complainant's department. The report shall be public record upon delivery to the complainant. If the report concludes that improper governmental action occurred and that corrective measures have not taken place or are insufficient to prevent reoccurrence of the improper governmental action the report shall also be delivered to the Mayor and the City Council.<<

Section 34.27 REMEDIES.

* * *

(B) Any employee protected by this subchapter may file a written complaint within sixty (60) days after the action prohibited by this subchapter with the ~~City Human Resources Director~~ >>City Attorney. The written complaint must set forth the facts which constitute the alleged retaliation. The City Attorney shall refer the complaint to the Department of Administrative Hearings (DOAH) within sixty (60) days,<< ~~The Director shall refer the complaint to the City Attorney who shall select a panel of three (3) impartial hearing examiners. Such hearing examiners shall not be city officials or employees. The hearing examiners shall conduct a hearing after notice to the complainant and the city department, political subdivision, or special district involved. Any interested party may procure the attendance of witnesses and the production of records at such hearing. All hearings requested pursuant to this section shall be commenced insofar as is practicable within sixty (60) days of the Human Resources Director's receipt of the complaint, except that the Director or City Attorney shall have the authority to extend such time for reasonable cause.~~

(C) ~~The panel of hearing examiners shall transmit their findings of facts, conclusions of law and any recommendation together with a transcript of all evidence taken before them and all exhibits received by them to the City Manager for a final decision, except as qualified below.~~ >>Findings of fact shall be based upon a preponderance of the evidence and shall be based exclusively on the evidence of record and on matters officially recognized. The presiding officer shall complete and submit to the city and all parties, a recommended order consisting of findings of fact, conclusions of law, and recommended disposition or penalty, if applicable, and any other information required by law to be contained in the final order. All proceedings conducted under this subsection shall be de novo.<<

(D) ~~The final decision rendered by the City Manager may be appealed directly to the City Council. The City Council shall then determine in a public meeting whether a hearing in front of the City Council is warranted. If it is determined that a hearing is warranted, a special meeting shall be scheduled within thirty (30) days where evidence shall be presented to Council for its consideration and a final vote taken on the issue. The City Council shall have the right to overturn the decision of the City Manager.~~ >>The presiding officer's findings of fact, conclusions of law and recommendation shall be transmitted to the City Manager. The City Manager may adopt the recommended order as the final order of the city. The City manager may reject or modify the conclusions of law and interpretation of ordinances and administrative rules. When rejecting or

modifying such conclusion of law or interpretation of an administrative rule, the City Manager must state with particularity the reasons for rejecting or modifying such conclusion of law or interpretation of administrative rule and must make a finding that its substituted conclusion of law or interpretation of an administrative rule is as or more reasonable than that which was rejected or modified. Rejection or modification of conclusions of law may not form the basis for rejection or modification of findings of fact.<<

(E) If the written complaint directly involves a public officer appointed by the City Council pursuant to the City Charter, panel >>the presiding officer<< shall submit its findings of fact, conclusions of law and recommendation to the City Council for a final decision. The City Council shall then determine in a public meeting whether a hearing in front of the City Council is warranted. If it is determined that a hearing is warranted, a special meeting shall be scheduled within thirty (30) days where evidence shall be presented to Council for its consideration and a final vote taken on the issue. >>to adopt the recommended order as the final order of the city. The City Council may reject or modify the conclusions of law and interpretation of ordinances and administrative rules. When rejecting or modifying such conclusion of law or interpretation of an administrative rule, the City Council must state with particularity the reasons for rejecting or modifying such conclusion of law or interpretation of administrative rule and must make a finding that its substituted conclusion of law or interpretation of administrative rule is as or more reasonable than that which was rejected or modified. Rejection or modification of conclusions of law may not form the basis for rejection or modification of findings of fact.<<

Section 34.28 RELIEF

(A) In any case brought under this subchapter in which the City Manager >>or City Council, as may be applicable<< finds that the employee has been discharged, disciplined, or subjected to other adverse personnel action in violation of this subchapter, the City Manager, >>or City Council, as may be applicable,<< must:

* * *

(B) In any case in which the hearing examiner >>presiding officer<< finds that the employee filed a frivolous complaint in bad faith, the hearing examiner >>presiding officer<< may recommend and the City Manager >>or City Council, as may be applicable,<< may direct the employee to pay the costs of the hearing, including the employer's attorney's fees.

* * *

Section 34.29 DEFENSES.

~~It shall be an affirmative defense to any complaint brought pursuant to this subchapter that the adverse action was predicated upon grounds other than, and would have been taken absent, the employee's exercise of rights protected by this subchapter.~~ >>In order to establish retaliation as an affirmative defense to an adverse personnel action, the employee must demonstrate that the employee's activity under this subchapter was protected activity and was the primary reason for the action the employee is grieving or appealing. The city may rebut this defense if it demonstrates that it would have taken the same action regardless of the employee's participation in the activity protected under this subchapter, and that the adverse personnel action was taken for legitimate business reasons.<<

* * *

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: Yvonne McDonald, Finance Director

DATE: 10/15/2020

RE: Acknowledgement of the City's monthly financial report for August 2020.

Attached for your information is the monthly financial report which provides an overview of the City's financial activities which occurred through August 31, 2020. August is the eleventh month of the fiscal year and represents 92% of the annual budget year.

The General Fund is the City's primary operating fund. General Fund revenues received thru August were \$67.0 million or 81.7% of the annual budget. General Fund expenditures thru the end of August were \$65.8 million or 80.3% of the annual budget. General Fund total cash & investments on August 31, 2020 was \$21.6 million, \$4.9 million or 29.1 percent higher than one year ago.

General Fund revenues collected thru August 2020, overall were 1.4 percent 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 24 percent lower than they did for the same period in 2019. A \$1.9 million increase in Ad Valorem Taxes was instrumental in the City not collecting less revenue than was collected in the same period last year. There was no change in the amount of General Fund expenditures during the same period a year ago.

Reimbursement due to General Fund from the Community Development Block Grants totaled \$402,014 at the end of August 2020.

Pages 13 through 15, provides a summary of all funds' budget, revenues and expenditures posted through August 31, 2020. A new fund, Coronavirus Relief Trust Fund, was established in August.

REQUESTING DEPARTMENT:

Finance

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to acknowledge receipt of the August 2020 Financial Report.

ATTACHMENTS:**Description**

AUGUST 2020 Monthly Finance Report



MONTHLY FINANCIAL REPORT (UNAUDITED)

AUGUST 2020

City of Palm Bay, Florida



Report Summary

Financial Report Summary	Page 1
General Fund	
➤ Year-to-Date Revenue	Page 2
➤ Year-to-Date Expenditures	Page 3
➤ Cash & Investments	Page 4
➤ Operating Statement & Change in Fund Balance	Page 5
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Impact Fee Funds	
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General Obligation Road Program Fund	
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Financial Activity by Fund	
➤ General Fund, Special Revenue Funds, and Impact Fee Funds	Page 13
➤ Debt Service Funds and Capital Projects Funds	Page 14
➤ Enterprise Funds and Internal Service Funds	Page 15

MONTHLY FINANCIAL REPORT (UNAUDITED)
AUGUST 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 August 2020. August is the eleventh month of the fiscal year and represents 92% of the annual budget.

Financial Report Summary

- Citywide revenues¹ of \$231.8 million are at 74.6% of the annual budget. Citywide expenditures¹ of \$206.7 million are at 66.6% 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 \$19.5 million, or 16.9%, 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	
8/31/2020	\$ 134,893,705.83	8/31/2020	\$ 231,781,247.09	8/31/2020	\$ 206,720,873.88
8/31/2019	115,381,009.19	8/31/2019	170,477,804.14	8/31/2019	154,690,468.94
Increase	16.9% \$ 19,512,696.64	Increase	36.0% \$ 61,303,442.95	Increase	33.6% \$ 52,030,404.94

¹ Not including Cash, Revenues, or Expenditures from G.O. Bond Accounts or PB Municipal Foundation.

- General Fund revenues of \$67.0 million are at 81.7% of the annual budget. This is an increase of \$0.92 million, or 1.4%, in comparison to the prior year.
- General Fund expenditures of \$65.8 million are at 80.3% of the annual budget. This is an increase of \$0.01 million, or 0.02%, in comparison to the prior year.
- General Fund cash and investments increased by \$4.9 million, or 29.1%, 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	
8/31/2020	\$ 21,649,732.82	8/31/2020	\$ 66,994,562.38	8/31/2020	\$ 65,815,656.55
8/31/2019	16,772,003.75	8/31/2019	66,074,809.43	8/31/2019	65,802,486.40
Increase	29.1% \$ 4,877,729.07	Increase	1.4% \$ 919,752.95	Increase	0.0% \$ 13,170.15

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.

MONTHLY FINANCIAL REPORT (UNAUDITED)
AUGUST 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	\$ 31,720,016	\$ 33,668,854	6.1%	\$ 33,163,426
Local Option Fuel Tax (1)	3,436,841	3,087,647	-10.2%	3,872,511
Utility Service Taxes	6,711,574	6,911,038	3.0%	8,921,500
Communication Service Tax	1,918,041	1,957,889	2.1%	2,588,443
Franchise Fees	4,082,728	3,946,606	-3.3%	5,680,000
State Shared Revenues (2)	3,727,922	3,282,288	-12.0%	4,907,579
Half Cent Sales Tax	5,135,341	4,960,107	-3.4%	7,012,709
Licenses and Permits	601,512	642,716	6.9%	622,000
Grants and Other Entitlements	865,406	906,419	4.7%	2,524,701
Charges for Services	3,899,697	4,102,010	5.2%	4,406,348
Fines and Forfeitures (3)	470,728	374,250	-20.5%	444,300
Interest, Rents & Other Revenues (4)	859,778	655,482	-23.8%	723,200
Interfund Transfers & Other Sources	2,645,228	2,499,256	-5.5%	4,640,866
Fund Balance	-	-	0.0%	2,494,828
	\$ 66,074,809	\$ 66,994,562	1.4%	\$ 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.

MONTHLY FINANCIAL REPORT (UNAUDITED)
AUGUST 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	\$ 681,785	\$ 727,850	6.8%	\$ 812,155
City Manager (1)	633,771	863,402	36.2%	1,133,730
City Attorney	281,491	302,977	7.6%	580,065
Procurement	480,284	469,290	-2.3%	553,768
Finance (2)	1,307,253	1,442,823	10.4%	1,598,467
Information Technology (3)	2,979,838	2,634,329	-11.6%	2,941,636
Human Resources (4)	767,727	581,456	-24.3%	805,870
Growth Management	1,332,786	1,274,470	-4.4%	1,734,917
Economic Development (5)	661,854	348,110	-47.4%	450,344
Parks and Recreation	3,691,375	3,910,411	5.9%	5,649,387
Facilities (6)	4,893,892	2,250,251	-54.0%	2,838,570
Police	18,228,121	18,476,428	1.4%	21,971,825
Fire	13,422,499	13,886,062	3.5%	15,839,333
Public Works (7)	4,431,478	4,876,757	10.0%	6,820,658
Non-Departmental (8)	4,158,886	4,713,483	13.3%	8,443,034
Transfers (9)	7,849,447	9,057,557	15.4%	9,828,652
	\$ 65,802,486	\$ 65,815,657	0.0%	\$ 82,002,411

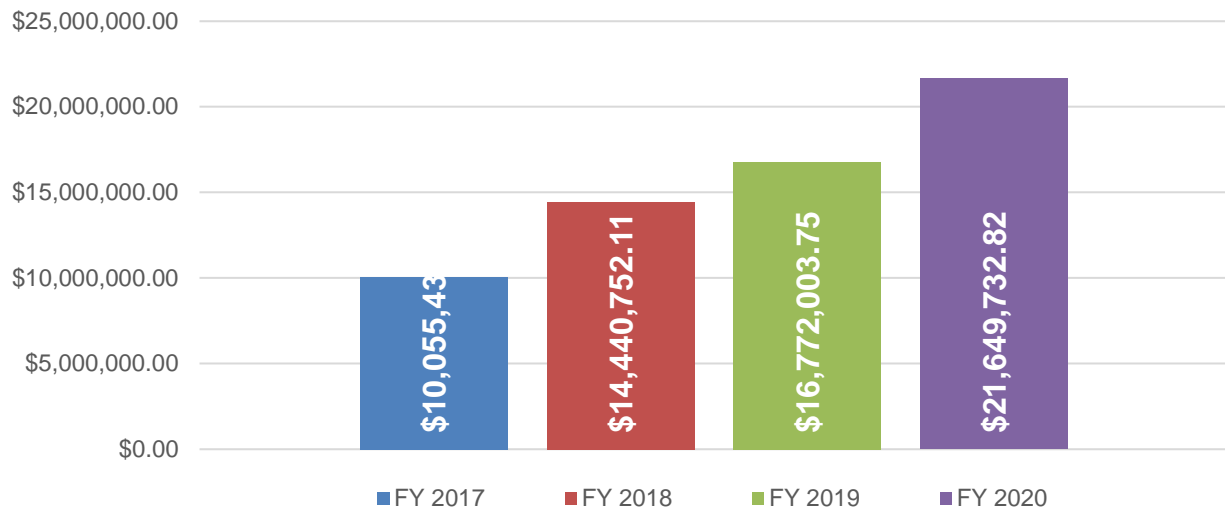
- (1) Increase primarily due to incorporating Public Information Division under City Manager's Office in FY20.
(2) Increase primarily due to staff reorganization bringing Payroll back into Finance and adding one position to Finance Administration in FY20.
(3) Decrease primarily due to lower year-to-date costs for personnel and telecommunication equipment in FY20.
(4) Decrease primarily due to staff reorganization bringing Payroll back to Finance in FY20.
(5) Decrease primarily due to \$200,000 Florida Institute of Technology Grant in FY19 and from moving Public Information Division to CMO in FY20.
(6) Decrease primarily due to high costs incurred for Machinery and Equipment to conform to Honeywell Energy Savings Lease in FY19.
(7) Increase primarily due to higher year-to-date costs for infrastructure, row beautification, and land acquisition in FY20.
(8) Increase primarily due to higher budgeted allocation to Fleet Operating Charges and Liability/Property Insurance in FY20, and credit card charges.
(9) Increase primarily due to higher year-to-date transfers to Fleet Services Fund in FY20.

	YTD Actual	YTD Budget	Annual Budget	% Spent
Debt Service	\$ 5,284,515.37	\$ 5,503,612	\$ 6,003,940	88.0%
Personnel	44,363,570.40	47,104,521	51,386,750	86.3%
Operating	11,497,559.65	16,903,422	18,440,097	62.4%
Capital	896,959.71	2,151,336	2,346,912	38.2%
Contributions	9.42	-	-	0.0%
Transfers	3,773,042.00	3,505,986	3,824,712	98.6%
Reserves	-	-	-	0.0%
	\$ 65,815,656.55	\$ 75,168,877	\$ 82,002,411	80.3%

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	\$ 22,333,594.57	August 2020 Ending Balance	\$ 21,649,732.82
Cash Increase (Decrease)	(683,861.75)	Cash Advanced to Other Funds:	
		CDBG	(402,014.17)
Ending Balance 8/31/2020	\$ 21,649,732.82	Total Available Cash & Investments	\$ 21,247,718.65

MONTHLY FINANCIAL REPORT (UNAUDITED)
AUGUST 2020
CITY OF PALM BAY, FLORIDA



General Fund (GF) Balance - Summary

	Prior YTD	Current YTD
<u>REVENUES</u>		
Ad Valorem Taxes	\$ 31,720,016	\$ 33,668,854
Local Option Fuel Tax	3,436,841	3,087,647
Utility Service Taxes	6,711,574	6,911,038
Communication Service Tax	1,918,041	1,957,889
Franchise Fees	4,082,728	3,946,606
State Shared Revenues	3,727,922	3,282,288
Half Cent Sales Tax	5,135,341	4,960,107
Licenses and Permits	601,512	642,716
Grants and Other Entitlements	865,406	906,419
Charges for Services	3,899,697	4,102,010
Fines and Forfeitures	470,728	374,250
Interest, Rents and Other Revenues	859,778	655,482
Interfund Transfers and Other Sources	2,645,228	2,499,256
Total Revenues	66,074,809	66,994,562
<u>EXPENDITURES</u>		
Legislative	681,785	727,850
City Manager	633,771	863,402
City Attorney	281,491	302,977
Procurement	480,284	469,290
Finance	1,307,253	1,442,823
Information Technology	2,979,838	2,634,329
Human Resources	767,727	581,456
Growth Management	1,332,786	1,274,470
Economic Development	661,854	348,110
Parks and Recreation	3,691,375	3,910,411
Facilities	4,893,892	2,250,251
Police	18,228,121	18,476,428
Fire	13,422,499	13,886,062
Public Works	4,431,478	4,876,757
Non-Departmental	4,158,886	4,713,483
Transfers	7,849,447	9,057,557
Total Expenditures	65,802,486	65,815,657
Excess (Deficiency) of Revenues Over Expenditures	272,323	1,178,906
Fund Balance - Beginning	14,972,626	19,098,786
Fund Balance - Ending	\$ 15,244,950	20,277,692

General Fund (GF) Balance - Summary

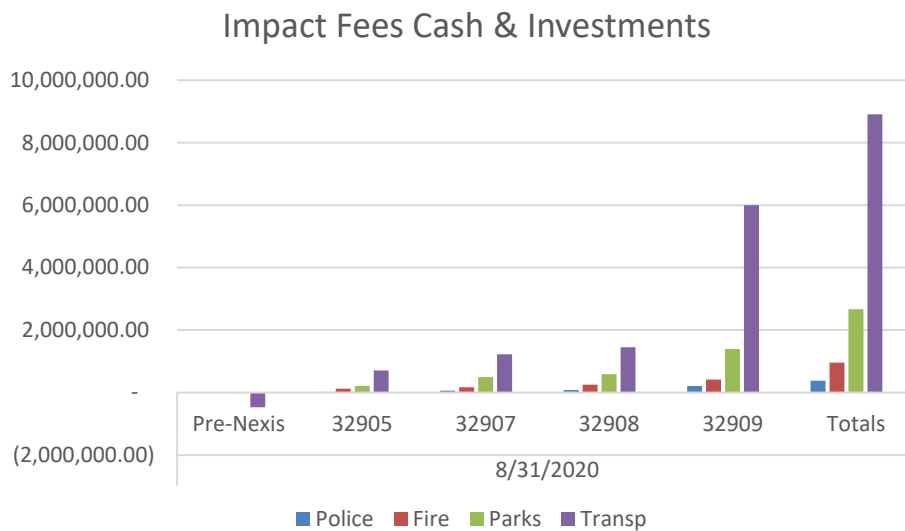
The minimum General Fund unrestricted fund balance, as established by Resolution 2011-34, is ten percent (10%) of the subsequent fiscal year's budgeted expenditures less capital outlay and transfers out as originally adopted by ordinance in September. The following is a history of the City's General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

General Fund Balance - History			
	Minimum <u>Required</u>	Unrestricted <u>Fund Balance</u>	Fund Balance <u>Percentage</u>
FY 2019	\$ 6,784,007	\$ 18,205,817	26.8%
FY 2018	6,478,266	14,940,492	23.1%
FY 2017	6,107,113	8,610,875	14.1%
FY 2016	5,594,175	9,135,580	16.3%
FY 2015	5,311,438	8,236,016	15.5%
FY 2014	5,321,416	9,978,376	18.8%

Impact Fees by Nexus Zone - Cash & Investments – Summary*

		Zone 1	Zone 2	Zone 3	Zone 4	
	Pre-Nexus	32905	32907	32908	32909	Totals
Police	-	22,200.14	61,534.53	82,462.01	211,955.64	378,152.32
Fire	-	123,183.14	167,359.30	252,316.81	414,449.04	957,308.29
Parks	(21,033.97)	211,192.64	498,201.09	589,690.08	1,391,865.60	2,669,915.44
Transp	(470,305.45)	705,652.28	1,223,650.65	1,448,116.52	5,997,544.97	8,904,658.97
Totals	(491,339.42)	1,062,228.20	1,950,745.57	2,372,585.42	8,015,815.25	12,910,035.02

*Not including Transportation Impact Fees Zone 32909 amount of \$893,815.28 Special Purpose Deposits / Bayside Estates



MONTHLY FINANCIAL REPORT (UNAUDITED)

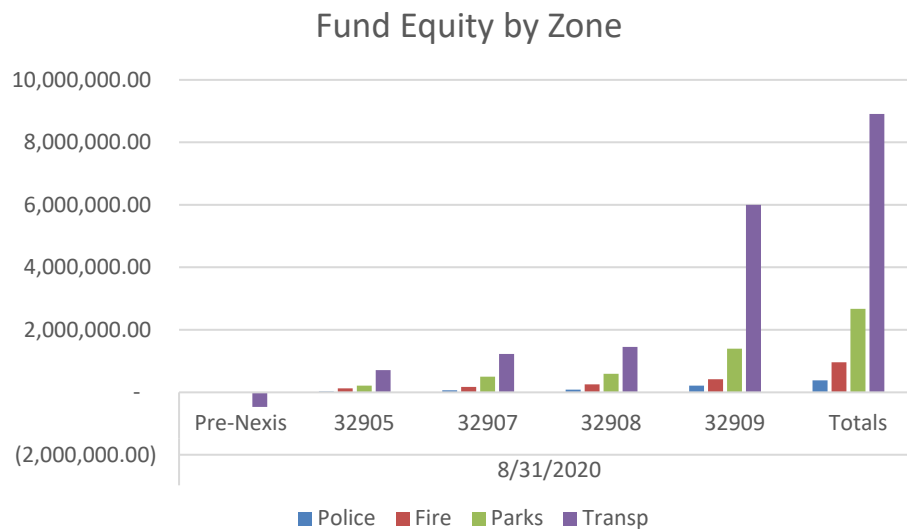
AUGUST 2020

CITY OF PALM BAY, FLORIDA



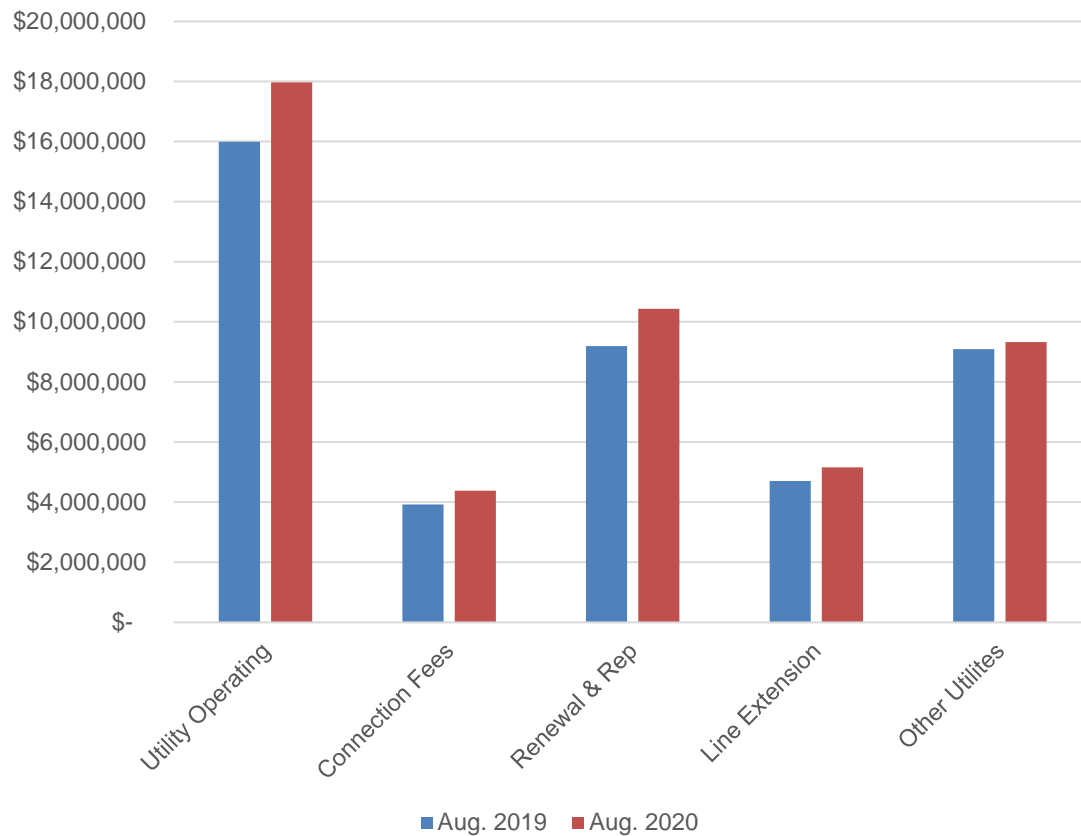
Impact Fees by Nexus Zone – Fund Balance - Summary

	Pre-Nexus	32905	32907	32908	32909	Totals
Police	-	22,200.14	61,534.53	82,462.01	211,955.64	378,152.32
Fire	-	123,183.14	167,359.30	252,316.81	414,328.58	957,187.83
Parks	(21,033.97)	211,192.64	498,201.09	589,690.08	1,391,865.60	2,669,915.44
Transp	(470,305.45)	705,652.28	1,223,650.65	1,448,116.52	5,999,445.17	8,906,559.17
Totals	(491,339.42)	1,062,228.20	1,950,745.57	2,372,585.42	8,017,594.99	12,911,814.76



Utilities Fund Cash & Investments - Summary

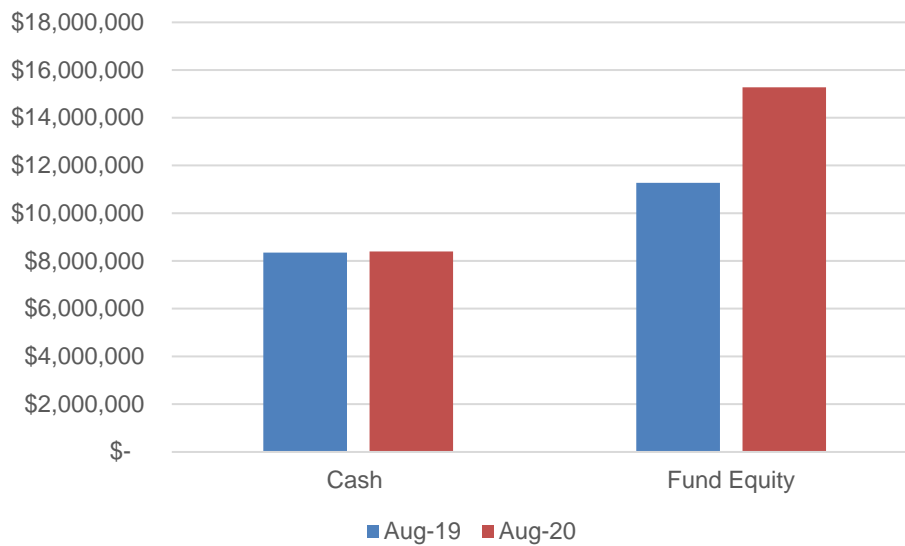
Year-to-Date (YTD) Comparison: Water & Sewer



Overall, the Water & Sewer Funds cash and investments were \$4.35 million, or 10.1%, more as of August 2020 as compared to August 2019.

Stormwater Fund Cash & Equity - Summary

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

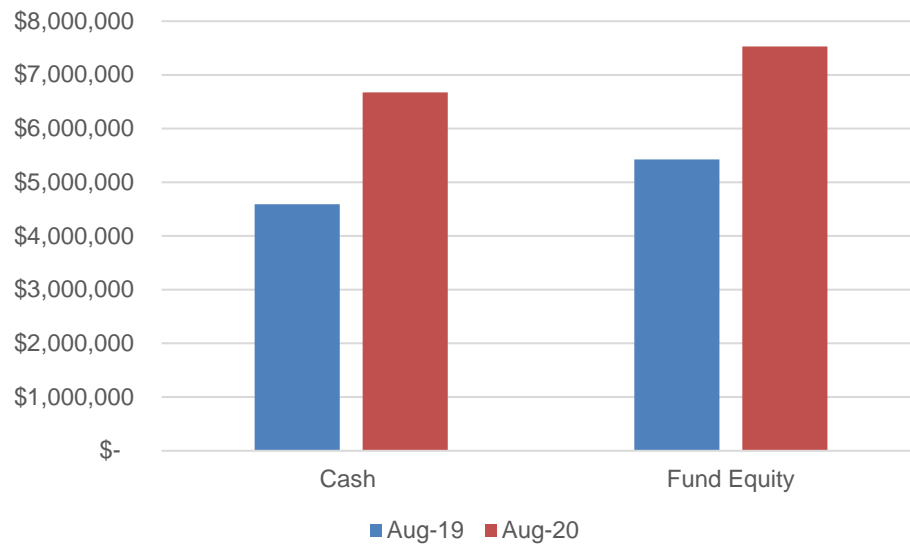


Overall, the Stormwater cash and investments were \$46,087 or 0.6%, more as of August 2020 as compared to August 2019.

Overall, the Stormwater fund equity was \$4,004,407, or 35.5%, more as of August 2020 as compared to August 2019.

Building Fund Cash & Equity - Summary

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

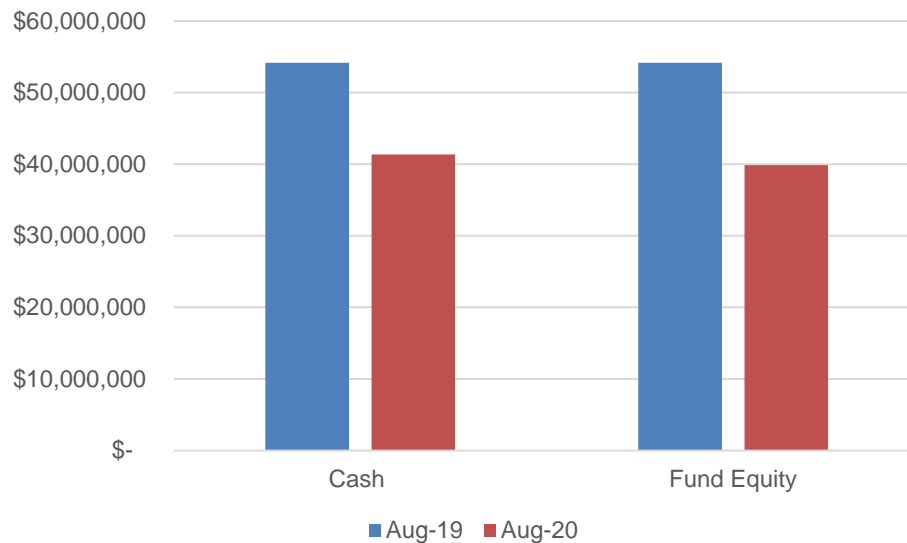


Overall, the Building cash and investments were \$2,082,486, or 45.4%, more as of August 2020 as compared to August 2019.

Overall, the Building fund equity was \$2,105,486, or 38.8%, more as of August 2020 as compared to August 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 \$41,354,001 as of August 2020, or 23.6% less than August 2019.

The G.O. Road Program Fund equity was \$39,857,623 as of August 2020, or 26.4% less than August 2019.

MONTHLY FINANCIAL REPORT (UNAUDITED)
AUGUST 2020
CITY OF PALM BAY, FLORIDA



Financial Activity - All Funds
City of Palm Bay, Florida
As of August 31, 2020
92% 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	\$66,994,562	81.7%	\$65,815,657	80.3%
Special Revenue Funds							
101	Law Enforcement Trust Fund	5,000	171,500	116,784	68.1%	80,039	46.7%
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	175,274	110.5%	52,998	33.4%
111	State Housing Grant Fund	182,500	1,733,577	77,508	4.5%	531,927	30.7%
112	Comm Devel Block Grant Fund	806,782	1,379,261	126,128	9.1%	533,695	38.7%
114	Home Invest Grant Fund	304,092	493,134	58,086	11.8%	9,221	1.9%
123	NSP Program Fund	883,802	881,415	40,000	4.5%	34,601	3.9%
124	Coronavirus Relief Tr. Fund	0	0	342,255	0.0%	814	0.0%
131	Donations Fund	0	0	18,597	0.0%	20,081	0.0%
161	Environmental Fee Fund	72,000	72,000	99,871	138.7%	0	0.0%
181	Bayfront Comm Redev Fund	1,410,370	1,494,687	1,414,590	94.6%	780,985	52.3%
Impact Fee Funds							
152	Police Impact Fees	32,500	0	0	0.0%	0	0.0%
153	Fire Impact Fees	212,500	0	0	0.0%	0	0.0%
154	Parks Impact Fees	470,000	0	0	0.0%	0	0.0%
155	Trans Impact Fee Fund	3,151,610	45,054	0	0.0%	45,053	100.0%
180	Police Impact Fees - 32905	0	7,231	18,147	251.0%	6,514	90.1%
183	Police Impact Fees - 32907	0	13,043	49,234	377.5%	6,522	50.0%
184	Police Impact Fees - 32908	0	13,769	71,641	520.3%	6,526	47.4%
186	Police Impact Fees - 32909	0	24,477	165,427	675.8%	6,563	26.8%
187	Fire Impact Fees - 32905	0	4,756	79,056	1662.2%	53	1.1%
188	Fire Impact Fees - 32907	0	99,497	94,855	95.3%	54,597	54.9%
189	Fire Impact Fees - 32908	0	47,555	124,201	261.2%	73	0.2%
190	Fire Impact Fees - 32909	0	516,890	298,419	57.7%	223,073	43.2%
191	Parks Impact Fees - 32905	0	27,969	176,247	630.2%	93	0.3%
192	Parks Impact Fees - 32907	0	394,689	208,695	52.9%	11,796	3.0%
193	Parks Impact Fees - 32908	0	105,313	273,768	260.0%	125	0.1%
194	Parks Impact Fees - 32909	0	259,374	634,602	244.7%	395	0.2%
196	Trans Impact Fees - 32905	0	33,421	158,606	474.6%	319	1.0%
197	Trans Impact Fees - 32907	0	1,123,757	890,219	79.2%	486,833	43.3%
198	Trans Impact Fees - 32908	0	446,061	994,984	223.1%	22,054	4.9%
199	Trans Impact Fees - 32909	0	2,793,289	2,775,683	99.4%	1,627,870	58.3%

Yellow highlight indicates new fund.

MONTHLY FINANCIAL REPORT (UNAUDITED)
AUGUST 2020
CITY OF PALM BAY, FLORIDA



Financial Activity - All Funds
City of Palm Bay, Florida
As of August 31, 2020
92% 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	142,695	91.5%	140,000	89.7%
219	2010 PST Revenue Bonds DS Fd	467,002	467,002	372,244	79.7%	464,796	99.5%
221	2013 Pension Bonds DS Fund	3,523,088	2,854,116	1,423,954	49.9%	2,837,894	99.4%
222	2014 LOGT Note DS Fd	640,350	640,350	639,045	99.8%	626,010	97.8%
223	2015 Franchise Fee Note DS Fd	534,644	534,644	488,993	91.5%	526,064	98.4%
224	2015 Sales Tax Bonds DS Fd	830,255	830,255	758,969	91.4%	818,197	98.5%
225	2015 Sales Tax Bonds DS Fd - TIF	231,277	231,277	229,665	99.3%	225,333	97.4%
226	2016 Franchise Fee Note DS Fd	321,828	321,828	294,256	91.4%	308,064	95.7%
227	2018 LOGT Note DS Fd	778,472	778,472	775,696	99.6%	760,626	97.7%
228	2019 GO Bonds DS Fd	3,529,647	3,535,895	3,594,906	101.7%	3,529,647	99.8%
229	2019 Pension Bonds DS Fund	0	52,681,949	53,604,374	101.8%	52,674,636	100.0%
Capital Projects Funds							
301	Community Investment Fund	3,918,520	8,245,911	172,467	2.1%	209,557	2.5%
306	2015 FF Nt Procds I-95 Intchg Fd	7,000	465,250	497	0.1%	251,363	54.0%
307	Road Maintenance CIP Fd	858,684	3,304,132	988,539	29.9%	36,696	1.1%
308	'18 LOGT Nt Procds-Rd I-95 Fd	110,000	3,171,613	23,081	0.7%	2,734,016	86.2%
309	GO Bond Proceeds-Road Fd	0	43,007,634	587,473	1.4%	14,974,902	34.8%

MONTHLY FINANCIAL REPORT (UNAUDITED)
AUGUST 2020
CITY OF PALM BAY, FLORIDA



Financial Activity - All Funds
City of Palm Bay, Florida
As of August 31, 2020
92% 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	28,629,532	70.6%	24,060,272	59.3%
423	Utility Connection Fee Fund	3,607,662	4,152,342	3,879,381	93.4%	3,200,650	77.1%
424	Utility Renewal / Replace Fd	4,851,320	14,337,173	6,098,926	42.5%	4,404,723	30.7%
425	Main Line Extension Fee Fund	1,681,987	1,981,381	1,493,900	75.4%	1,226,493	61.9%
426	2016 Utility Bond Fund	1,341,010	1,341,010	1,229,522	91.7%	105,380	7.9%
427	2001 Bond Fund	1,958,500	1,958,500	1,803,001	92.1%	0	0.0%
428	2014 Utility Note DS Fund	148,972	148,972	136,234	91.4%	1,494	1.0%
431	USA1 Assessment Fund	233,311	233,311	273,238	117.1%	220,749	94.6%
432	Unit 31 Assessment Fund	390,361	390,361	420,877	107.8%	289,788	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	3,892,850	98.8%	2,258,641	57.3%
461	Stormwater Fund	10,407,832	14,966,490	10,429,902	69.7%	8,341,805	55.7%
471	Solid Waste Fund	6,199,556	6,239,525	5,804,673	93.0%	5,281,018	84.6%
Internal Service Funds							
511	Employee Health Insurance Fd	14,672,790	14,665,104	11,360,742	77.5%	10,168,124	69.3%
512	Risk Management Fund	4,594,213	4,545,835	4,675,835	102.9%	3,161,800	69.6%
513	Other Employee Benefits Fd	4,318,103	4,318,103	3,932,769	91.1%	2,832,367	65.6%
521	Fleet Services Fund	4,860,377	7,220,686	6,336,689	87.8%	3,204,577	44.4%



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: 10/15/2020

RE: Ordinance 2020-70, granting approval of a Final Development Plan for a proposed single-family residential Planned Unit Development (PUD) to be known as 'Chaparral Phase II' on property located west of and adjacent to Melbourne Tillman Drainage District Canal 9, in the vicinity south of Malabar Road (13.24 acres) (Case FD-10-2020, Chaparral Properties, LLC) (Quasi-Judicial Proceeding), 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.

Chaparral Properties, LLC (Jake Wise, P.E., CEG, LLC, Representing) has asked for Final Development Plan approval for a 27-lot single-family residential subdivision to be known as Chaparral Phase II. This 13.24-acre phase of development is located south of and adjacent to Malabar Road SW, and west of and adjacent to the Brentwood Lakes PUD. In 2005, the subject property was part of a larger 250-acre project that was granted Preliminary PUD approval and has since progressed through various modifications. The overall Chaparral PUD will contain multiple phases of development, and the Chaparral of Palm Bay Community Development District (CDD) approved by City Council (Ordinance 2019-08) will deliver the community development services and facilities to the overall project area. No City funds will be used to provide the basic infrastructure needed to support the development.

Upon review, the proposal appears to be in conformance with the applicable requirements of Section 185.067 of the Palm Bay Code of Ordinances, subject to the items listed in the staff report.

REQUESTING DEPARTMENT:
Growth Management

RECOMMENDATION:
Motion to approve Case FD-10-2020, subject to the staff comments contained in the staff report being addressed prior to approval of the construction plans and recordation of the plat as follows:

- A. The boundary and title opinion shall be approved by the City Surveyor.
- B. Deed restrictions governing development standards shall be submitted for city staff review.
- C. All applicable outside agency permits must be obtained (St. Johns, Melbourne-Tillman, Florida Department of Environmental Protection, Brevard County, etc.).
- D. A Concurrence Determination shall be obtained from the School Board of Brevard County.

Planning and Zoning Board Recommendation:

Unanimous approval of the request, subject to the items contained in the staff report.

ATTACHMENTS:

Description

Case FD-10-2020

Board minutes

Ordinance 2020-70



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmabayflorida.org

Prepared by

Patrick J. Murphy, Assistant Growth Management Director

CASE NUMBER

FD-10-2020

PLANNING & ZONING BOARD HEARING DATE

September 2, 2020

PROPERTY OWNER & APPLICANT

Chaparral Properties, LLC.
Represented by Jake Wise, P.E. of CEG
Engineering Group, LLC.

PROPERTY LOCATION/ADDRESS

The project will be located south of and adjacent to
Malabar Road SW, and west of and adjacent to the
Brentwood Lakes PUD

SUMMARY OF REQUEST

Final Planned Unit Development approval for a 27-lot single-family residential subdivision to be known as Chaparral Phase 2.

Existing Zoning

PUD, Planned Unit Development

Existing Land Use

Undeveloped Land

Site Improvements

None; Cleared Land

Site Acreage

13.24 acres, more or less

SURROUNDING ZONING & USE OF LAND

North

PUD, Planned Unit Development (Chaparral Phase 1)

East

PUD, Planned Unit Development; Brentwood Lakes PUD

South

RR-1, Rural Residential (Brevard County); Undeveloped Land

West

PUD, Planned Unit Development (Chaparral Phase 1)

COMPREHENSIVE PLAN COMPATIBILITY

Yes: The Future Land Use designation of the subject property is Single-Family Residential Use (SFR). This request is for the development of single-family homes.

BACKGROUND:

The project will be located south of and adjacent to Malabar Road SE, and west of and adjacent to the Brentwood Lakes PUD. Specifically, the property is a portion of Tax Parcel 1, Section 4, Township 29, Range 36, Brevard County, Florida. This phase of development includes approximately 13.24 acres of land.

Back in 2005 the subject property was part of a larger project (250 acres) that was granted Preliminary PUD approval, with conditions, to consist of 730 residential units (PUD-13-2005). The applicant also requested an amendment of the Comprehensive Plan Future Land Use Map to assign the designation of Single-Family Residential Use. The land use request was approved via Ordinance No. 2006-93. The future land use approval has no expiration date.

The Chaparral project was then modified in 2007 to increase the overall residential count to 850 units (PUD-5-2007). The developer had one (1) year by which to receive Final PUD approval. A series of House Bill, Senate Bill, and City Council extensions were granted over the years, but ultimately, the Preliminary PUD status expired on June 5, 2017.

On October 3, 2017 City Council approved the Final PUD for Chaparral Phase One (Ordinance 2017-63) at RCM 2017-27. The approval applied PUD zoning to the north 28.75 acres of the overall property. In the SE portion of this phase of development was a future development tract (Tract A). The current request, Phase 2, is the development of that tract into 27 single-family home sites and a stormwater management tract.

Thus, the current zoning of the property is PUD, Planned Unit Development. The applicant for Final PUD for Chaparral Phase 2 is Chaparral Properties, LLC. They are represented by their Civil Engineer, Mr. Jake Wise P.E. of CEG Engineering Group, LLC.

ANALYSIS:

Chaparral PUD will eventually contain multiple "PODs" or phases of development, within an overall PUD. Vehicular access to the subdivision(s) will be from Malabar Road only, with the new entrance to align with Wisteria Avenue NW. Phase 1 has been designed to stand on its own and is currently under construction. Right-of-way dedication for the widening of Malabar Road was accounted for in the Phase 1 design.

Phase 2 will be an extension of phase one by continuing Diablo Circle SW and connecting it to Abilene Drive SW, which is the main road that will run north-south thru the overall project. The 27 lots will be constructed on either side of this southern extension of Diablo Circle SW. Sanitary sewer is gravity-fed to an existing lift station in Phase 1 (Tract LS-1), which was designed to provide service for the Phase 2 lots. Public water will be provided to each lot and looped back into the Phase 1 water lines within Abilene Drive SW.

Interconnected wet detention ponds will serve as stormwater treatment for both phase 1 and 2, with an overflow structure that discharges to Melbourne-Tillman Canal No. 9. The stormwater treatment system design for this phase is consistent with the previously permitted (by the City and St. Johns) and partially constructed master system for the overall project.

The internal road network will be designed to meet city standards but will be maintained by the Homeowner's Association (HOA). Construction drawings for this project are currently under administrative review. The Chaparral of Palm Bay Community Development District (CDD) was approved by City Council on February 7, 2019 (Ordinance 2019-08). The CDD will deliver the community development services and facilities to the overall project area. No City funds will be used to provide the basic infrastructure needed to support the development.

CONDITIONS:

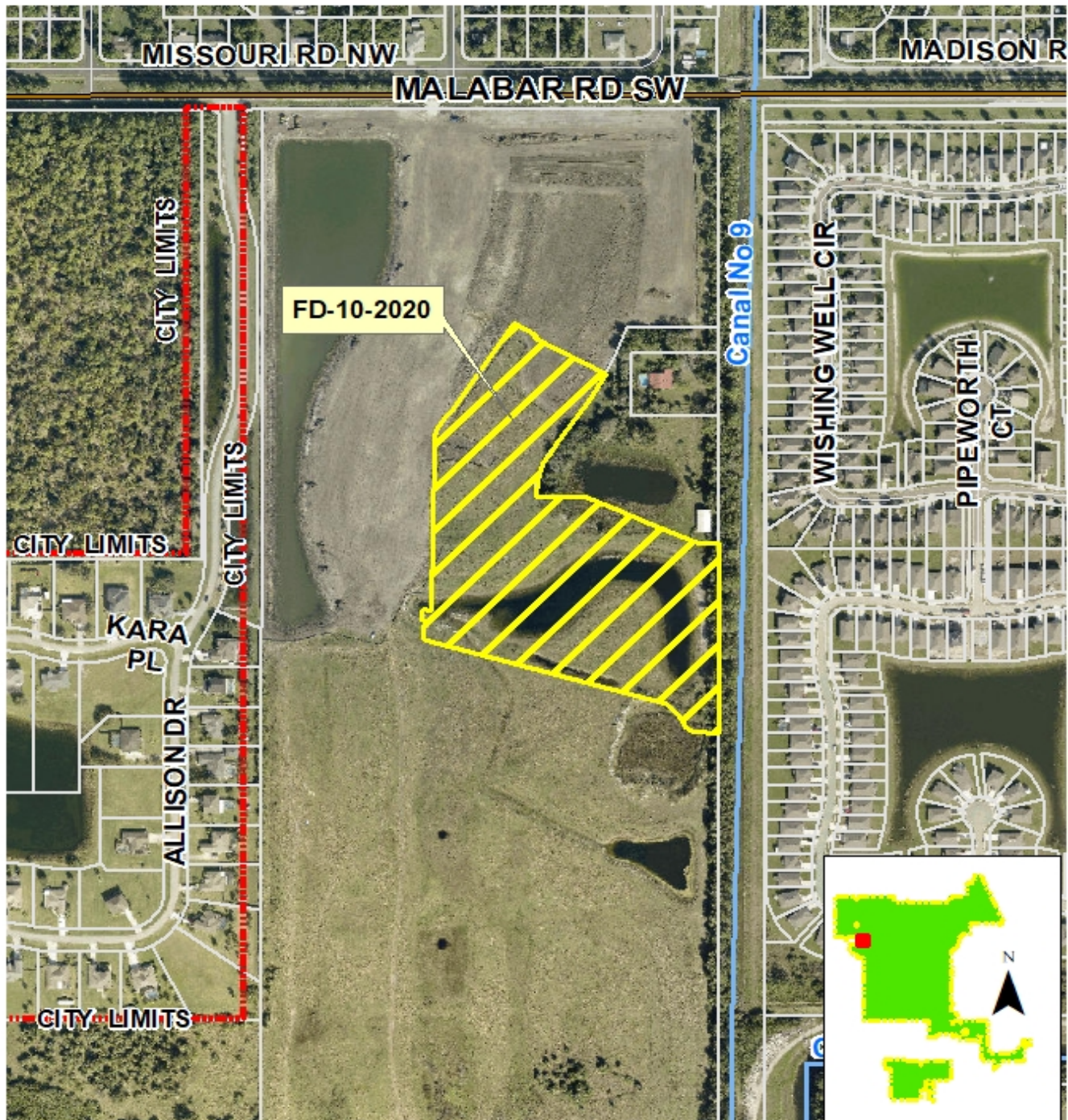
In order to receive Final Planned Unit Development approval, the proposal must meet the requirements of Section 185.067 of the City of Palm Bay's Code of Ordinances. Upon review, it appears that the request is in conformance with the applicable requirements of this section, subject to the following items being addressed prior to approval of the construction plans and recordation of the plat:

- A. The boundary and title opinion shall be approved by the City Surveyor.
- B. Deed restrictions governing development standards shall be submitted for city staff review.
- C. All applicable outside agency permits must be obtained (St. Johns, Melbourne-Tillman, Florida Department of Environmental Protection, Brevard County, etc.).
- D. A Concurrency Determination shall be obtained from the School Board of Brevard County.

STAFF RECOMMENDATION:

Case FD-10-2020 is recommended for approval, subject to the staff comments contained in this report.

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.

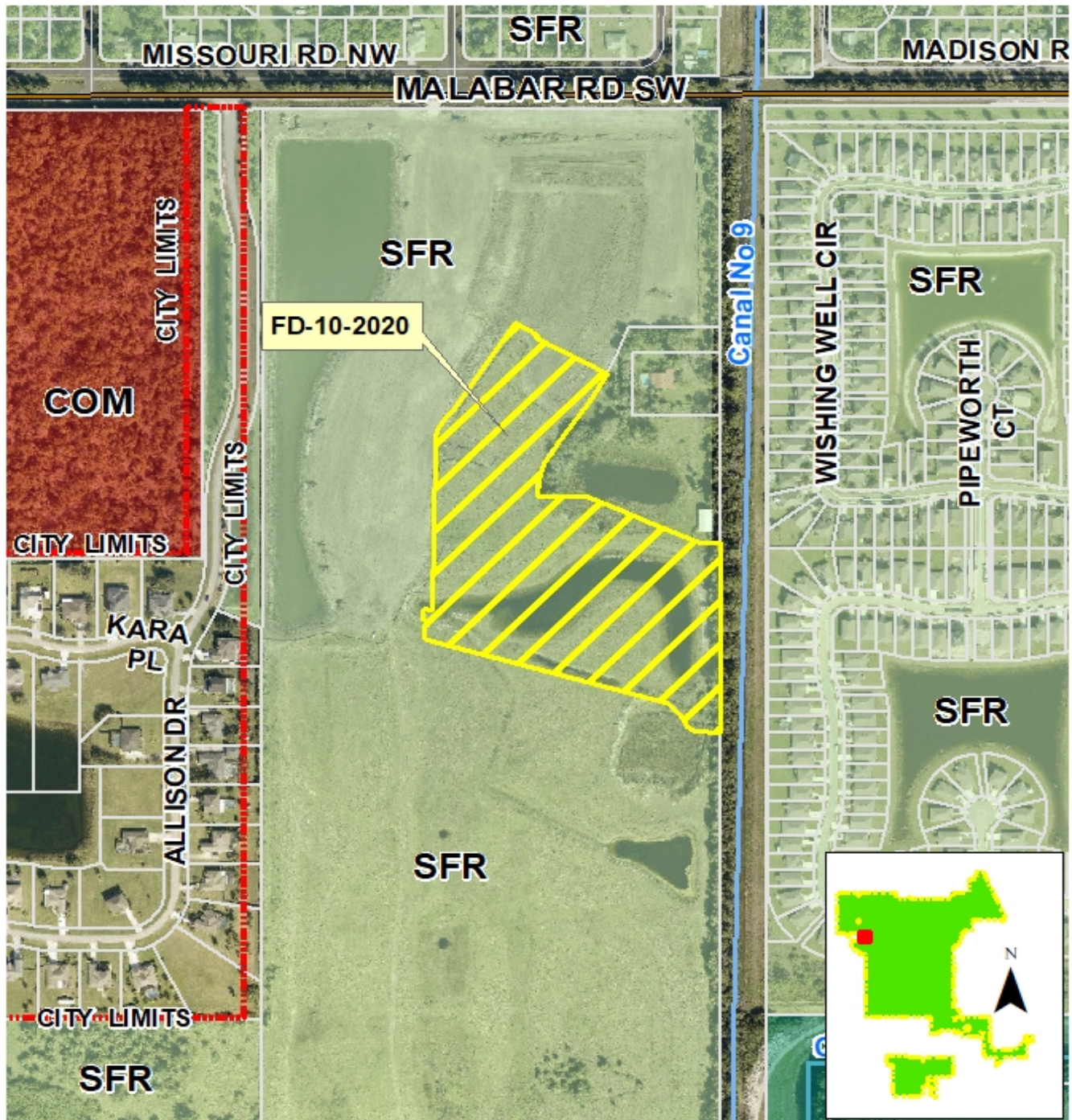


AERIAL LOCATION MAP CASE FD-10-2020

Subject Property

South of Malabar Road SW and west of Brentwood Lakes Subdivision

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



FUTURE LAND USE MAP CASE FD-10-2020

Subject Property

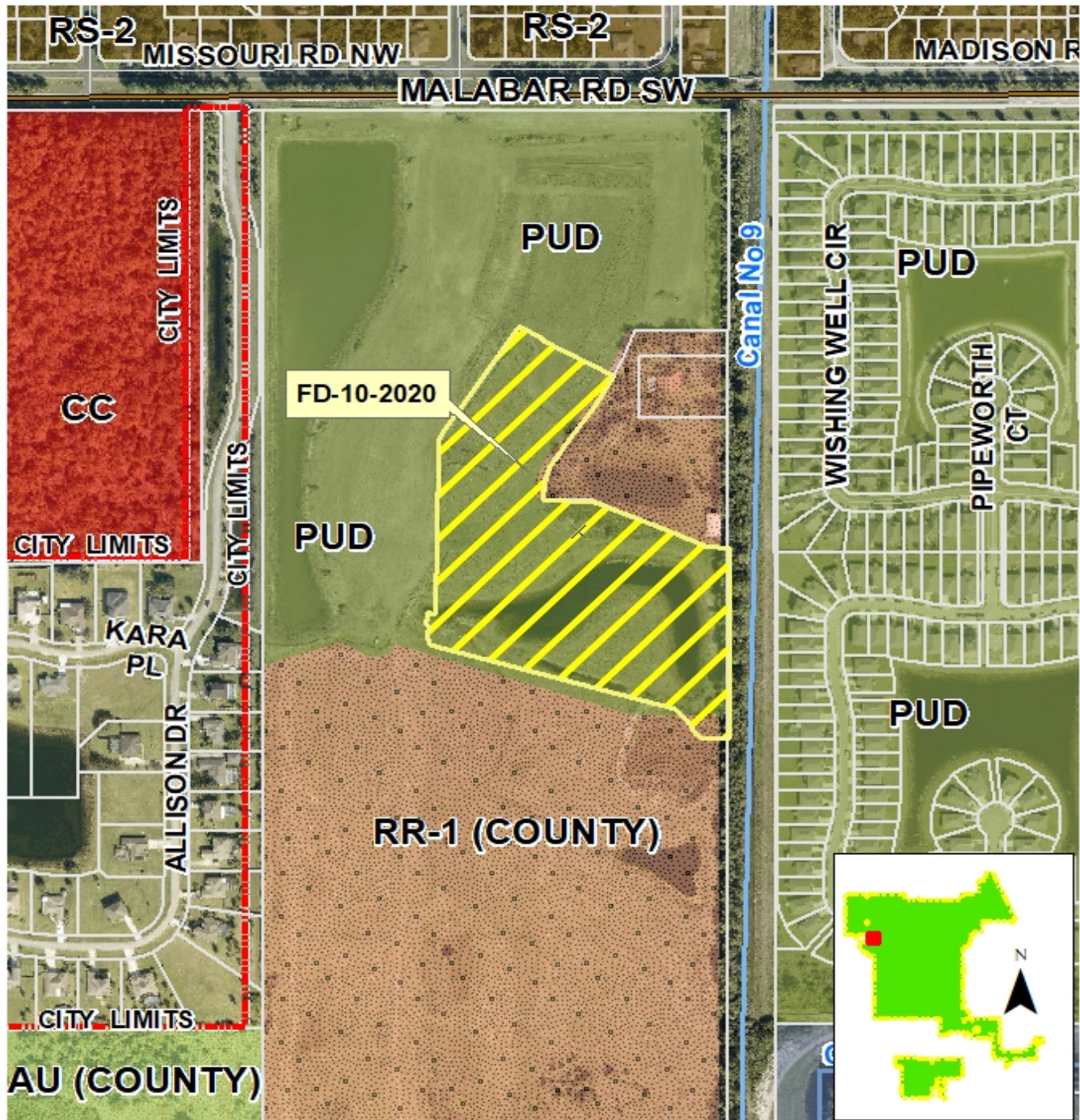
South of Malabar Road SW and west of Brentwood Lakes Subdivision

Future Land Use Classification

SFR – Single Family Residential Use



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP

CASE FD-10-2020

Subject Property

South of Malabar Road SW and west of Brentwood Lakes Subdivision

Current Zoning Classification

PUD – Planned Unit Development



PALM BAY, FLORIDA

JULY 4, 2020

CHAPARRAL PROPERTIES LLC



1. **GENERAL STATEMENT:** THIS PROPOSED COMMUNITY CONSISTS OF THE CONSTRUCTION OF PHASE II OF CHIMARRAL SUBDIVISION, RESIDENTIAL COMMUNITY IN PALM BEACH, FLORIDA. THIS PHASE INCLUDES 27 SINGLE FAMILY HOMES WITH SEWERAGE AND STORMWATER TREATMENT FOR THIS PHASE WITH AN OVERFLOW STRUCTURE THAT DISCHARGES TO THE OCEAN. THE PROPOSED TREATMENT SYSTEM DESIGN FOR THIS PHASE IS CONSISTENT WITH PREVIOUSLY PERMITTED AND PARTIALLY CONSTRUCTED MASTER SYSTEM FOR OVERALL PROPERTY.

THE PROPOSED PUBLIC SLURRY SYSTEM IS GRANTY FIED TO AN EXISTING LIGHT STATION THAT DISCHARGES TO THE OCEAN. THE PROPOSED SYSTEMS TO THE FORCE MAIN IN MAJANAR ROAD RIGHT-OF-WAY. THE PUBLIC WATER MAIN SHALL BE 36" DIA.

OWNER:
METRO DEVELOPMENT GROUP
2502 N. ROCKY POINT DR. SUITE 1050
TAMPA, FL 33607
TEL. (813) 288-8078
E-MAIL: MLAWSON@MDCI.ORDA.COM

CIVIL ENGINEER:
CONSTRUCTION ENGINEERING GROUP, LLC
JAKE T. WISE, P.E.
2651 EAI GALLE BLVD. SUITE A
MELBOURNE, FL 32935
TEL. (321) 610-1760
FAX (321) 253-3123
E-MAIL: WISE@CEENGINEERING.COM

PROJECT ACREAGE: 13.24 AC
ZONING CLASSIFICATION: PUD
FUTURE LAND USE: SINGLE FAMILY RESIDENTIAL

I HEREBY CERTIFY THAT THE DESIGN OF THE STORMWATER MANAGEMENT SYSTEM FOR THE PROJECT KNOWN AS CHAPARRAL SUBDIVISION MEETS ALL OF THE REQUIREMENTS AND HAS BEEN DESIGNED SUBSTANTIALLY IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF PALM BEACH'S ORDINANCE NO. 95-133 AND THE PUBLIC WORKS MANUAL.

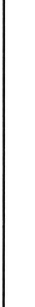
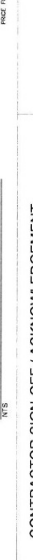
- CITY OF PALM BEACH
- FDEP NO. 1, WATER AND WASTE WATER
- SURWMD ERP
- FLORIDA FISH AND WILDLIFE COMMISSION
- MELBOURNE TILLMAN WATER CONTROL DISTRICT

G-1	CIVIL COVER SHEET
G-2A	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
G-2A THRU C-2B	DESIGN SUBMISSION PLAN
C-3	CONSTRUCTION EROSION AND SEDIMENTATION PLAN
C-2A THRU C-2C	SUBMISSION PLAN
C-3A THRU C-33	GRADING AND DRAINAGE PLAN
C-4	UTILITY PLAN
C-5	PLAN AND PROFILE
C-6 THRU C-8	DETAILS AND CONDITIONS
C-9 THRU G-10	SURVEY

[illegible]

<p>LOCATION:</p> <p>DIRECTION</p> <p>ON-SITE APOINTE MARQUE</p> <p>CONCRETE</p>	<p>WATER</p> <p>SINK WAVE</p> <p>REDUCER</p> <p>FIRE HYDRANT</p> <p>BLIND-OFF</p>	<p>SANITARY SEWER</p> <p>MANHOLE</p> <p>SINK SERVICE</p> <p>EDIBLE SERVICE</p> <p>STRUCTURE NUMBER</p>	<p>STORM</p> <p>STRUCTURE NUMBER</p> <p>POD TYPE + WAT</p> <p>MANHOLE</p> <p>INVERTION STRUCTURE</p> <p>TYPE OF SLO DRAINAGE</p>
<p>SIZE</p> <p>12"</p> <p>18"</p> <p>24"</p>	<p>WAVE</p> <p>12"</p> <p>18"</p> <p>24"</p>	<p>MANHOLE ACCESSIBLE MAP</p> <p>12"</p> <p>18"</p> <p>24"</p>	<p>POD TYPE + WAT</p> <p>12"</p> <p>18"</p> <p>24"</p>
<p>FORCE MAIN</p> <p>WATER LINE</p> <p>STORM DRAIN</p> <p>PODS CONTAINS/PAVING</p> <p>SLT FENCE/TORRENT BARBER</p> <p>HIGH-UP-WAY</p> <p>POD ELEVATION</p> <p>SMALL OF FLOW DIRECTION</p> <p>SHOULD PLACE LINE WITH</p> <p>MANHOLE GATE</p>	<p>POD TYPE + WAT</p> <p>12"</p> <p>18"</p> <p>24"</p>	<p>POD TYPE + WAT</p> <p>12"</p> <p>18"</p> <p>24"</p>	<p>POD TYPE + WAT</p> <p>12"</p> <p>18"</p> <p>24"</p>

DATE:	7-04-20
SCALE:	NTS
PROJ. NO.:	190757
DESIGNED BY:	RJN
DRAWN BY:	SMB
CHECKED BY:	JTW
DRAWING NO.:	G-1



G-3



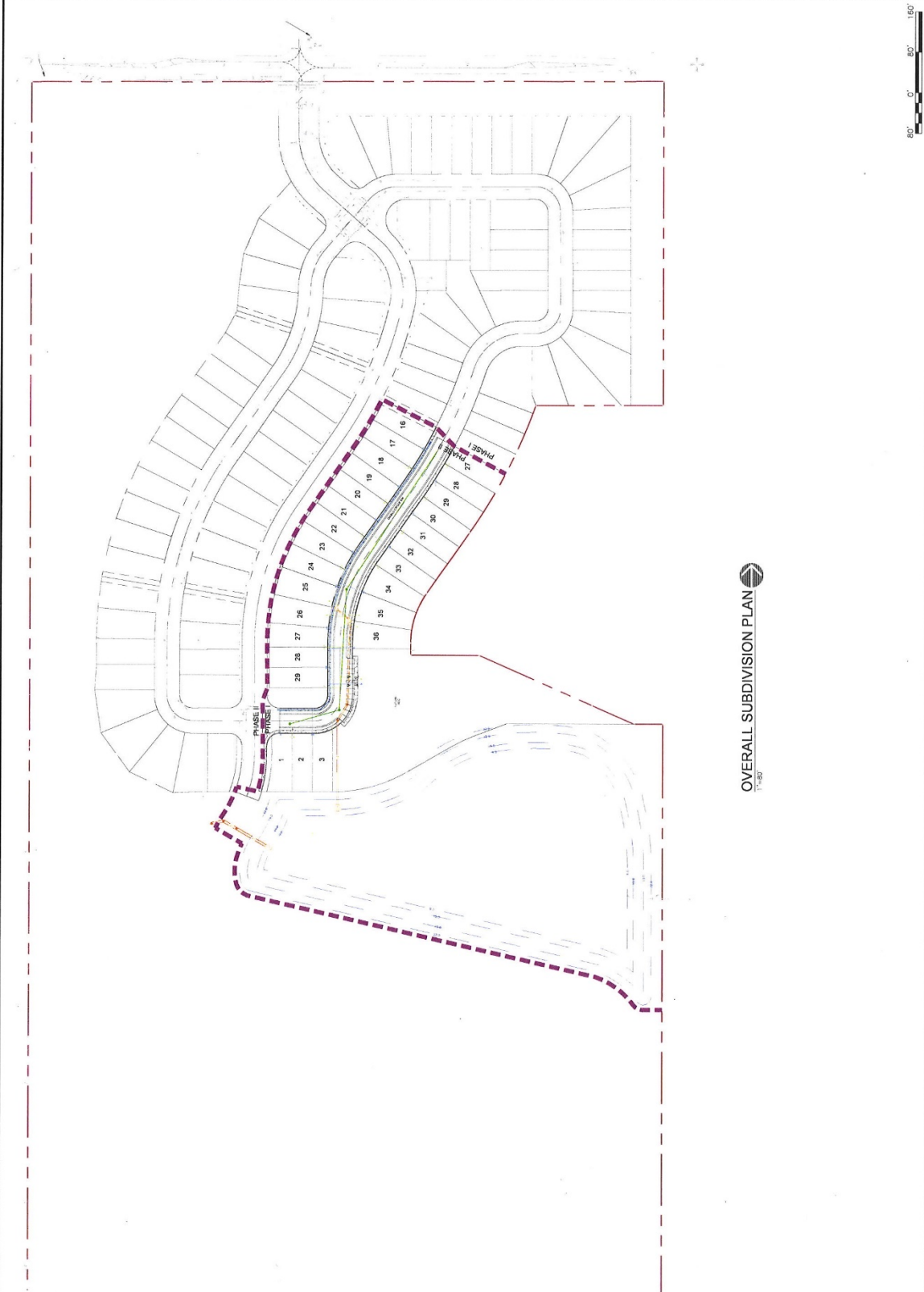
DATE	7-04-20
SCALE	1"=80'
PROJECT NO.	180257
DESIGNED BY	PLAN
CHECKED BY	SMB
APPROVED BY	JTW

CHAPARRAL SUBDIVISION - PHASE II
MALABAR ROAD AND ASILENE DRIVE, PALM BAY, FLORIDA
DRAWING TITLE
CHAPARRAL PROPERTIES, LLC

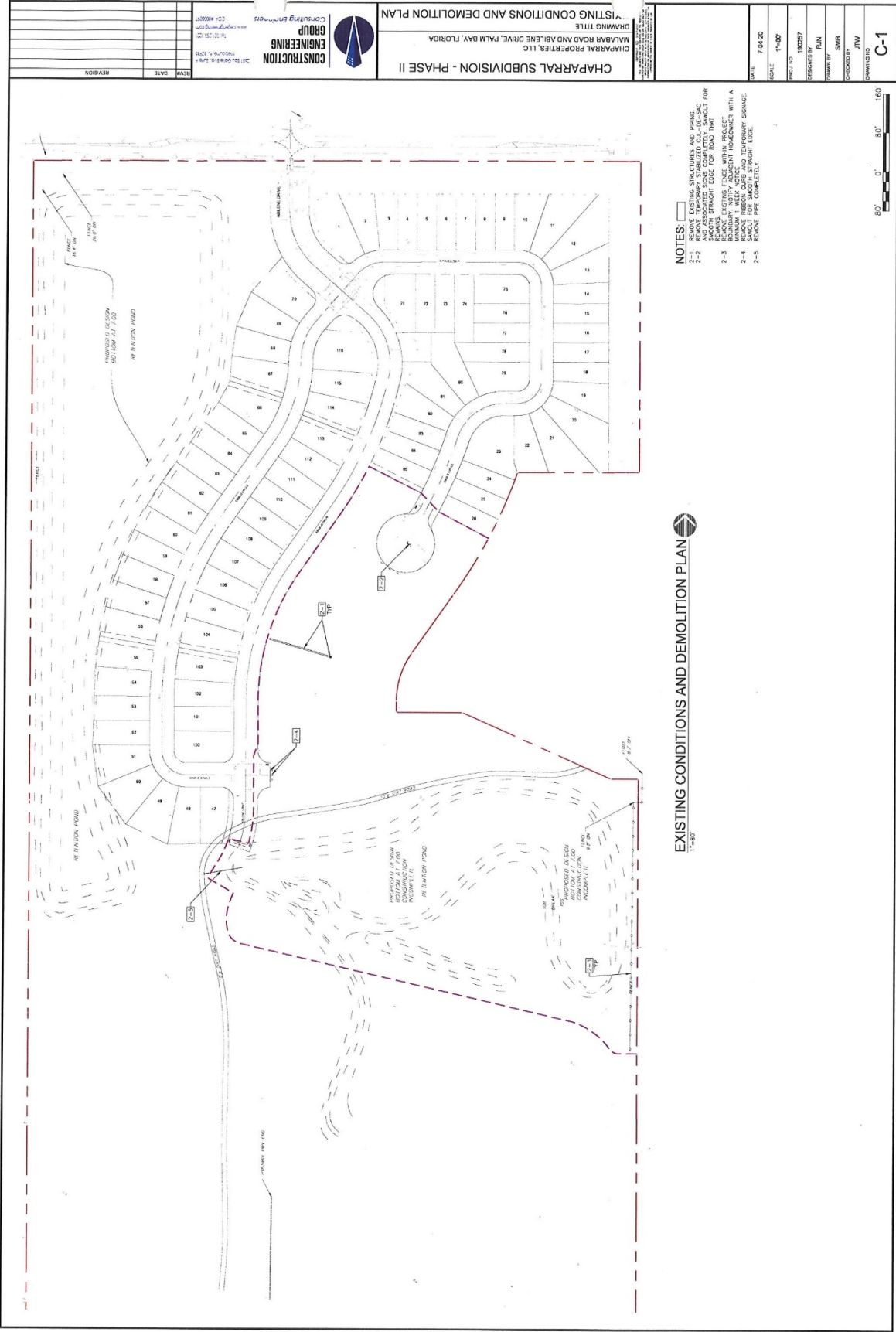


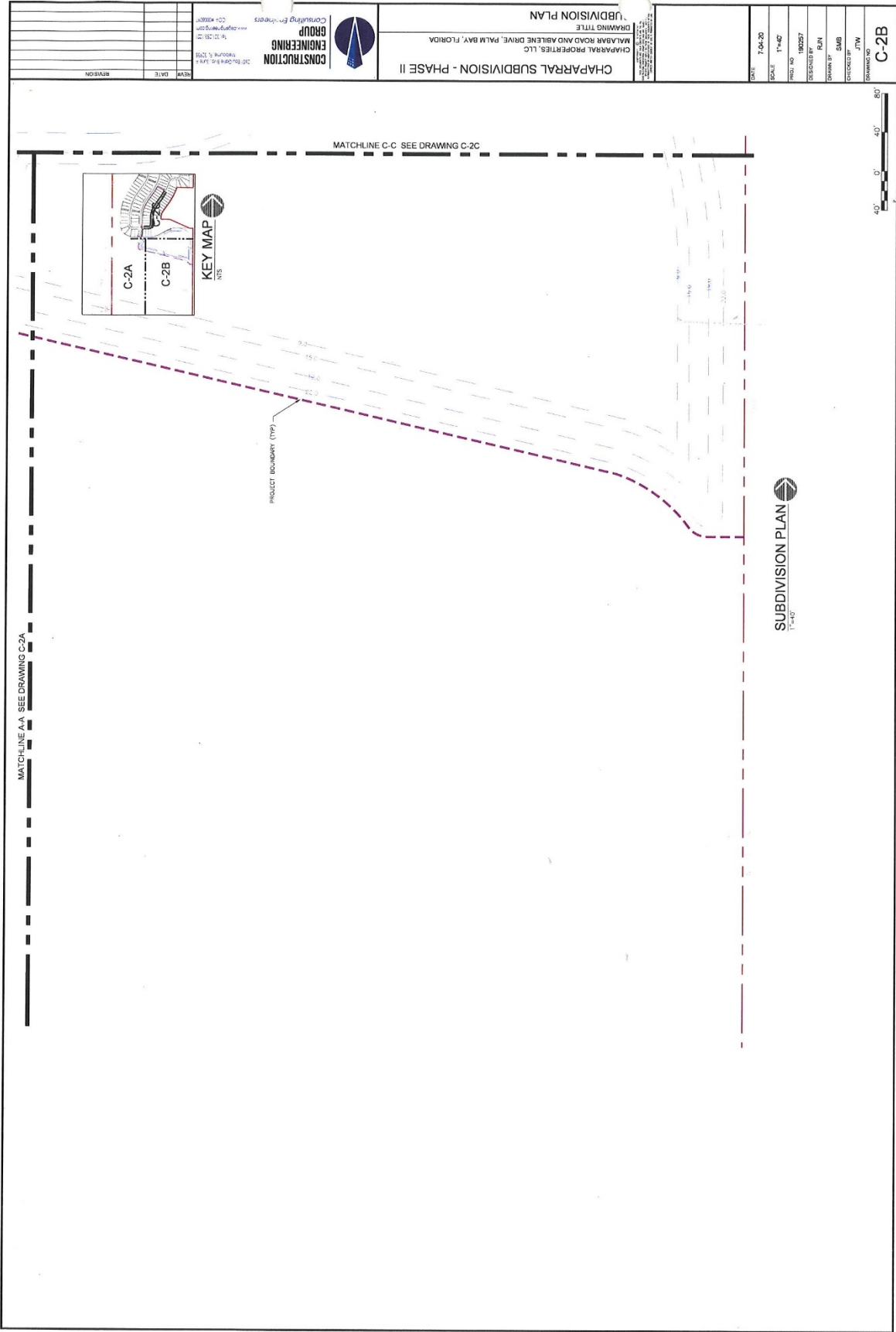
CONSTRUCTION
ENGINEERING
GROUP
Consulting Engineers
10000 W. US HWY 1
SUITE 100
PALM BAY, FL 32909
TEL: 321.833.1100
FAX: 321.833.1101
WWW.CEGROUP.COM

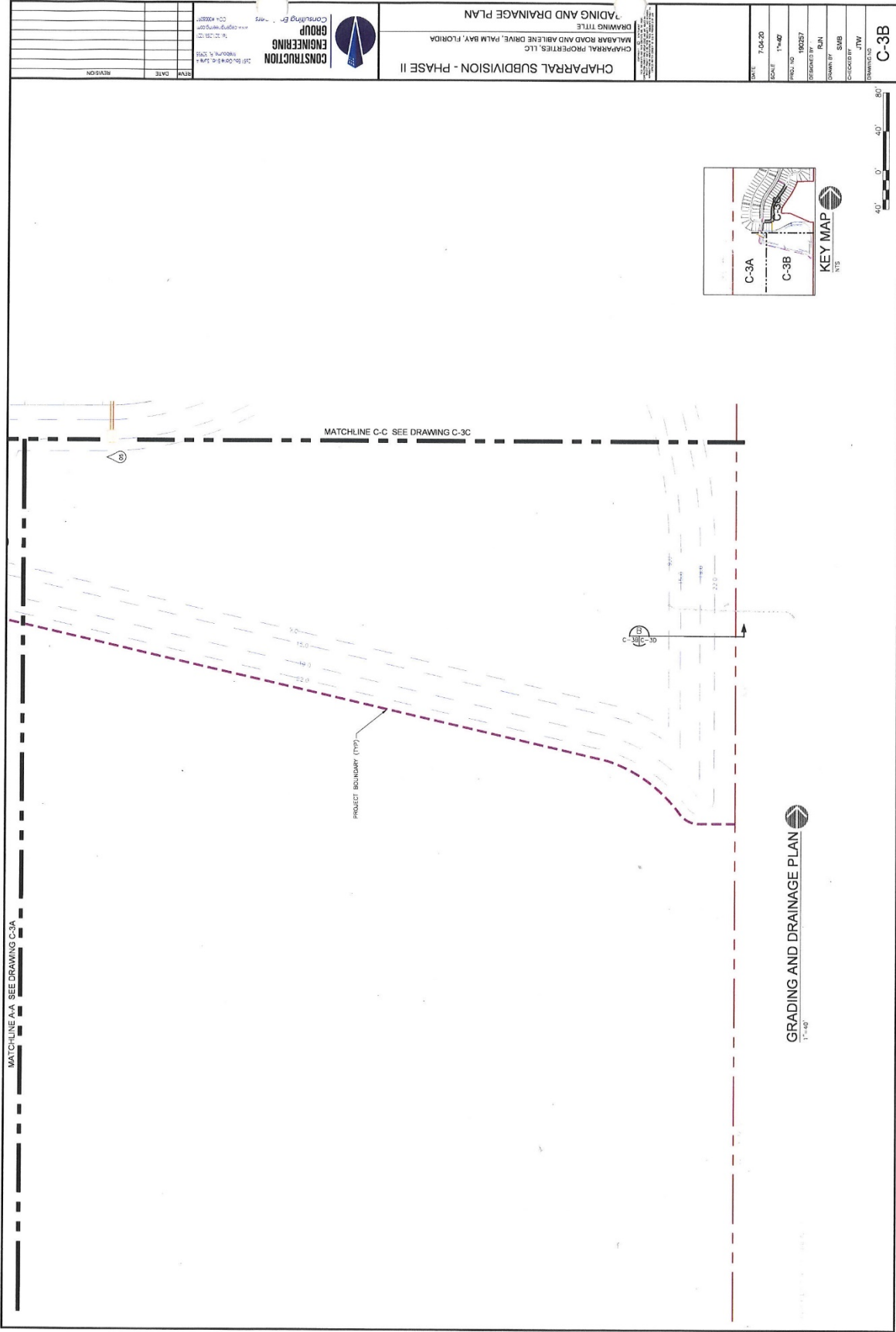
NO.	DATE	REVISION

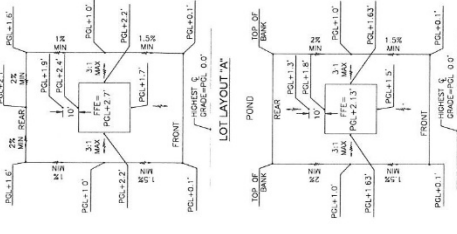
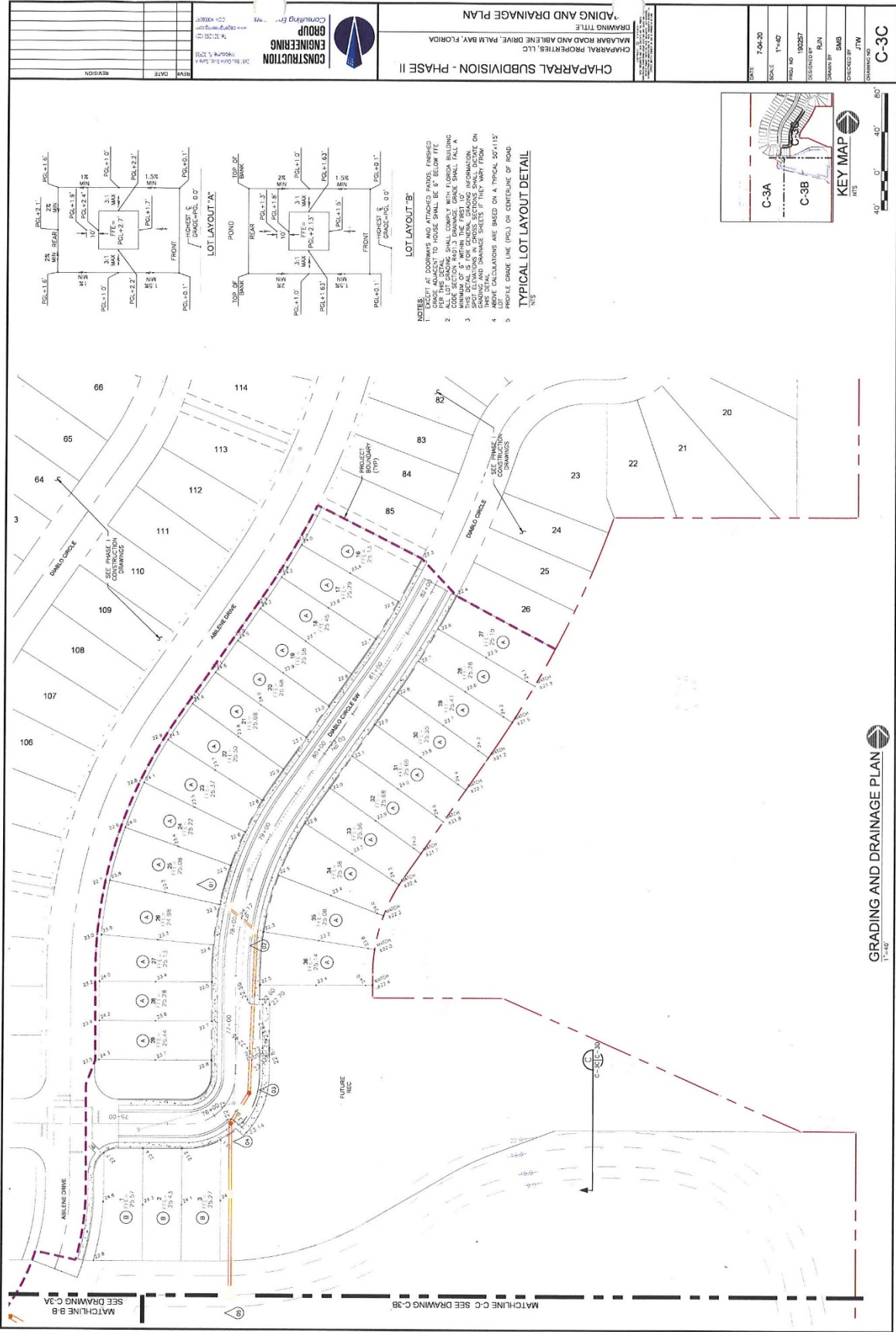


OVERALL SUBDIVISION PLAN
1"=80'



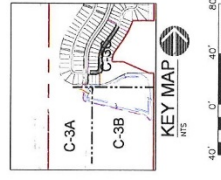






NOTES:

1. EXCEPT AT DOORWAYS AND ATTACHED PATIOS, FINISHED GRADE SHALL BE 1/4" PER FOOT SLOPE AWAY FROM BUILDING.
2. PER THIS DETAIL, ALL SHALL COMPLY WITH A FLORIDA BUILDING CODE SECTION 905.3 DRAINAGE. DRAINAGE SHALL HAVE A MINIMUM SLOPE OF 1/4" PER FOOT.
3. THIS DETAIL IS FOR GENERAL INFORMATION. THE EXACT GRADE SHALL BE DETERMINED BY THE ENGINEER ON THE BASIS OF THE FIELD SURVEY AND THE DRAINAGE SHOWN ON THE DRAINAGE AND DRAINAGE SHEETS IF THEY VARY FROM THIS DETAIL.
4. ABOVE CALCULATIONS ARE BASED ON A TYPICAL 50'-11 1/2" WIDE DRIVEWAY.
5. PROFILE GRADE LINE (PGL) ON CENTERLINE OF ROAD.



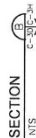
GRADING AND DRAINAGE PLAN
1"=40'

CHAPARRAL SUBDIVISION - PHASE II CHAPARRAL ROAD AND ABILENE DRIVE, PALM BEACH, FLORIDA CHAPARRAL PROPERTIES, LLC DRAWING TITLE GRADING AND DRAINAGE PLAN		ENGINEERING GROUP CONSULTING ENGINEERS 1000 S. US HWY 1, SUITE 100 WEST PALM BEACH, FL 33411 DATE: 07/20/2017 DRAWN BY: JTW CHECKED BY: DMB DESIGNED BY: JFW SCALE: 1"=40' SHEET: 7-34-20 DATE: 7-34-20	
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DRAINAGE STRUCTURE TABLE/

1. ALL STRUCTURES SHALL BE MINIMUM 6" DEEPER THAN LOWEST PIPE INVERT.

1. ALL STRUCTURES SHALL BE DEEPER THAN THE LOWEST PIPE INVERT.
2. THE RIM ELEVATION FOR MANHOLES AND TIE-INS IS TOP OF STRUCTURE. FOR CURB AND GUTTER INLETS THE RIM ELEVATION IS EDGE OF PAVEMENT AND THE TOP IS PER LISTED FOOT INDEX.
3. PROPOSED ELEVATIONS SHALL BE BASED ON THE LOWEST FINISHED GRADE OF THE ADJACENT SIDEWALK OR DRIVEWAY. ALL PROPOSED MANHOLE AND TIE-IN ELEVATIONS SHALL BE BASED ON THE LOWEST FINISHED GRADE OF THE ADJACENT SIDEWALK OR DRIVEWAY.
4. ALL PROPOSED PIPE SIZES SHALL BE 12" OR LARGER UNLESS OTHERWISE SPECIFIED.
5. ALL PROPOSED ELEVATIONS ARE REFERENCED IN NODD 29. UNLESS OTHERWISE SPECIFIED, ALL ELEVATIONS ARE NAVD 83.





CHAPARRAL SUBDIVISION - PHASE II

CHAPARRAL PROPERTIES, LLC

ALABAMA ROAD AND ADELLE DRIVE, PALM BAY, FLORIDA

AN AND PROFILE STA: 75+00 THRU 82+08.23

C-5

CHAPARRAL SUBDIVISION - PHASE II

DATE: 10/01/20

SCALE: H: 1"=40' V: 1"=4'

PROJECT NO: 1900297

DESIGNED BY: BMB

CHECKED BY: JTW

DRAWN BY: BMB

DATE: 10/01/20

CONSTRUCTION ENGINEERING GROUP

201 D. DAVIS, JR.

1000 N. W. 10TH AVE.

MIAMI, FL 33136

TEL: 305.575.0000

FAX: 305.575.0001

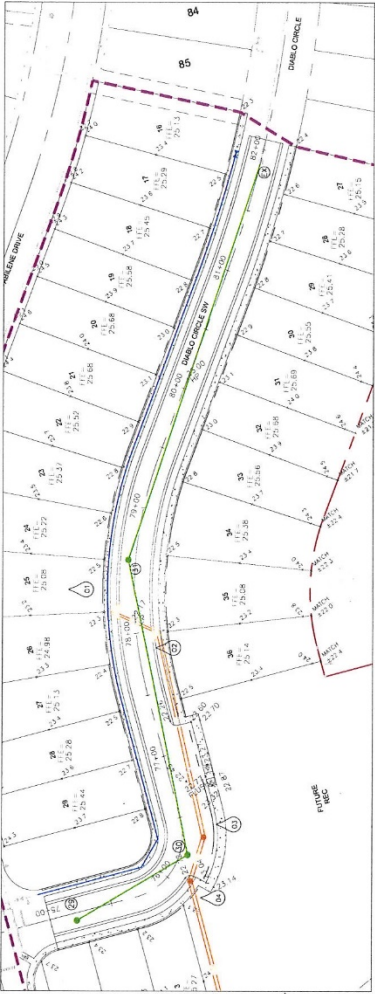
WWW.CEGROUP.COM

REVISION

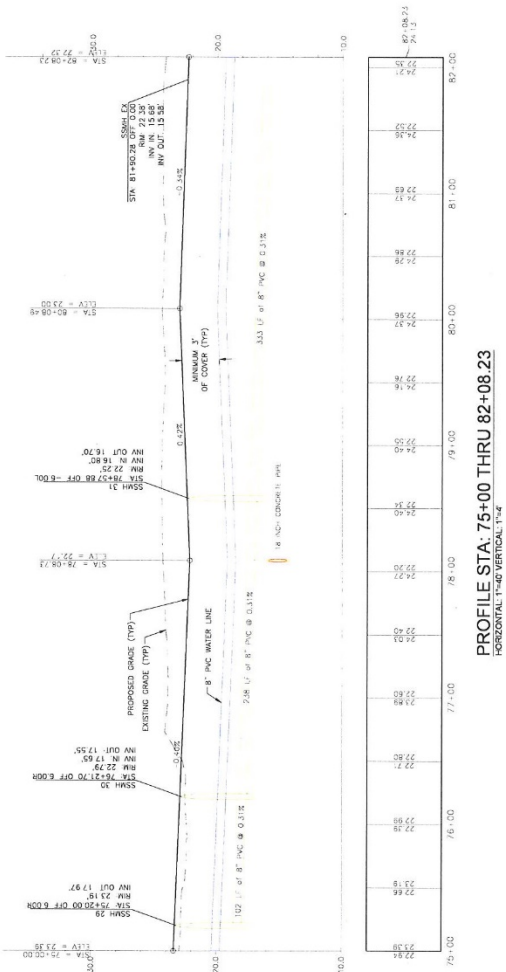
DATE

REVISION

DATE



PLAN STA: 75+00 THRU 82+08.23



PROFILE STA: 75+00 THRU 82+08.23

CHAPARRAL SUBDIVISION - PHASE II
CHAPARRAL PROPERTIES, LLC
MUALABAR ROAD AND ABILENE DRIVE, PALM BAY, FLORIDA
DRAWING TITLE
DETAILS

WALABAR ROAD AND ABILENE DRIVE, PALM BAY, FLORIDA



**CONSTRUCTION
ENGINEERING
GROUP**
Consulting

J08000= TDD
 M0000= M0000
 J08000= TDD
 M0000= M0000

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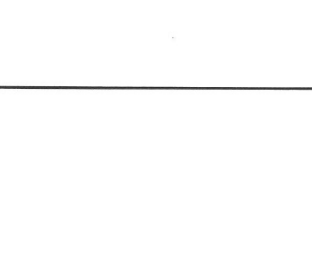
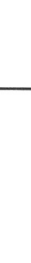
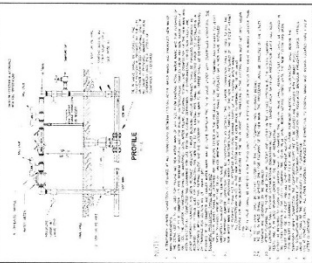
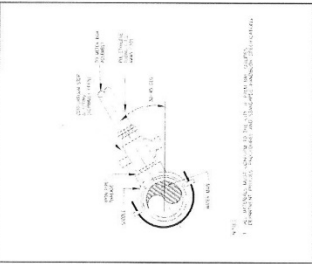
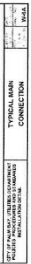
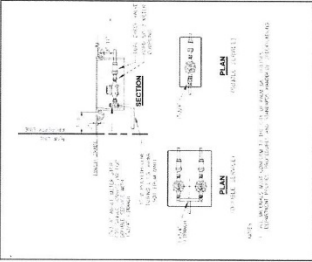
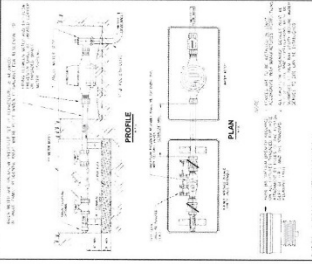
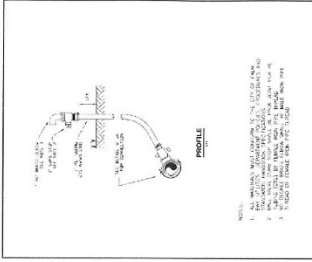
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PROJECT REPRESENTATIVE REFERRED TO IN THE FOLLOWING SPECIFICATIONS INCLUDE OWNER OR DESIGNATED REPRESENTATIVE, ENGINEER OR MUNICIPALITY OF JURISDICTION FOR UNFINISHED WORK.

CONTRACTOR SHALL BECOME FAMILIAR WITH AND ADHERE TO ALL PROJECT SITE PERMITS AND THEIR CONDITIONS AND POST ON-SITE DURING ENTIRE CONSTRUCTION PROJECT UNTIL FINAL CLEARANCE.

PROTECTION OF EXISTING TREES AND VEGETATION. PROTECT EXISTING TREES AND OTHER VEGETATION INDICATED TO REMAIN IN PLACE AGAINST UNNECESSARY CUTTING, BREAKING OR SKIPPING OF ROOTS, SKIPPING OR BRUISING OF BARK, SMOOTHING OF TRUNKS BY STOCKPILING CONSTRUCTION MATERIALS OR EXCAVATED MATERIALS WITHIN DRIP LINE, EXCESS FOOT OR VEHICULAR TRAFFIC, OR PARKING OF VEHICLES WITHIN DRIP LINE.

- EARTHWORK**
SURFHADE EXCAVATION, BACKFILL, AND PREPARATION SHALL BE DONE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT FOR THIS SITE AS IDENTIFIED ON DWG. C-2, MICRODOTS CORP. TO BE SUBMITTED TO THE AGENCY PRIOR TO THE START OF THE PROJECT.

6. SATISFACTORY SOIL MATERIALS. ASTM 2487 SOIL CLASSIFICATION GROUPS SM, CP, GM, SW, SP, AND SM, FREE OF ROCK OR GAVEL LARGER THAN 2 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIAL, VEGETATION AND OTHER DELICIOUS MATTER.

- * TRENCH BOTTOMS EXCAVATE AND SHAPE TRENCH BOTTOMS TO PROVIDE UNIFORM BEARING AND SUPPORT OF PIPES AND CONDUIT SHAPE SUBGRADE TO PROVIDE CONTINUOUS SUPPORT FOR BELLS, JOINTS, AND BARRELS OF PIPES AND FOR JOINTS, FITTINGS, AND BODIES OF CONDUITS. REMOVE STONES AND SHARP OBJECTS TO AVOID POINT LOADING ON BELLS OR JOINTS. SEE DATA SHEET 6, "MOBILE AND STATIONARY MANHOLES," ON

- b. FOR PIPES AND CONDUIT 8 INCHES CIRCUMFERENCE OR LARGER IN NOMINAL DIAMETER, SHAPE BOTTOM OF TRENCH TO SUPPORT BOTTOM 90 DEGREES OF PIPE CIRCUMFERENCE. FILL DEPRESSIONS WITH TAMPED SAND BACKFILL.
- c. WHERE ENCOUNTERING ROCK OR ANOTHER UNYIELDING BEARING SURFACE, CARRY TRENCH EXCAVATION 6 INCHES BELOW POINT ELEVATION TO RECEIVE SETTING.

-

^c UNDER BLANK SLABS AND BRIMMENTS, COMPACT THE TOP 12 INCHES BELOW SURFACE AND EACH LAYER OF BACKFILL OR FILL MATERIAL AT 95 PERCENT MAXIMUM DENSITY.

- EXCEPT AS OTHERWISE PROVIDED, ALL STORM SEWER MATERIALS SHALL COMPLY WITH THE APPLICABLE SECTIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ("DOT") "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" CURRENT EDITION (HATCH, AND ASSOCIATES, INCORPORATED, 2001, 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019, 2021, 2023, 2025, 2027, 2029, 2031, 2033, 2035, 2037, 2039, 2041, 2043, 2045, 2047, 2049, 2051, 2053, 2055, 2057, 2059, 2061, 2063, 2065, 2067, 2069, 2071, 2073, 2075, 2077, 2079, 2081, 2083, 2085, 2087, 2089, 2091, 2093, 2095, 2097, 2099, 2101, 2103, 2105, 2107, 2109, 2111, 2113, 2115, 2117, 2119, 2121, 2123, 2125, 2127, 2129, 2131, 2133, 2135, 2137, 2139, 2141, 2143, 2145, 2147, 2149, 2151, 2153, 2155, 2157, 2159, 2161, 2163, 2165, 2167, 2169, 2171, 2173, 2175, 2177, 2179, 2181, 2183, 2185, 2187, 2189, 2191, 2193, 2195, 2197, 2199, 2201, 2203, 2205, 2207, 2209, 2211, 2213, 2215, 2217, 2219, 2221, 2223, 2225, 2227, 2229, 2231, 2233, 2235, 2237, 2239, 2241, 2243, 2245, 2247, 2249, 2251, 2253, 2255, 2257, 2259, 2261, 2263, 2265, 2267, 2269, 2271, 2273, 2275, 2277, 2279, 2281, 2283, 2285, 2287, 2289, 2291, 2293, 2295, 2297, 2299, 2301, 2303, 2305, 2307, 2309, 2311, 2313, 2315, 2317, 2319, 2321, 2323, 2325, 2327, 2329, 2331, 2333, 2335, 2337, 2339, 2341, 2343, 2345, 2347, 2349, 2351, 2353, 2355, 2357, 2359, 2361, 2363, 2365, 2367, 2369, 2371, 2373, 2375, 2377, 2379, 2381, 2383, 2385, 2387, 2389, 2391, 2393, 2395, 2397, 2399, 2401, 2403, 2405, 2407, 2409, 2411, 2413, 2415, 2417, 2419, 2421, 2423, 2425, 2427, 2429, 2431, 2433, 2435, 2437, 2439, 2441, 2443, 2445, 2447, 2449, 2451, 2453, 2455, 2457, 2459, 2461, 2463, 2465, 2467, 2469, 2471, 2473, 2475, 2477, 2479, 2481, 2483, 2485, 2487, 2489, 2491, 2493, 2495, 2497, 2499, 2501, 2503, 2505, 2507, 2509, 2511, 2513, 2515, 2517, 2519, 2521, 2523, 2525, 2527, 2529, 2531, 2533, 2535, 2537, 2539, 2541, 2543, 2545, 2547, 2549, 2551, 2553, 2555, 2557, 2559, 2561, 2563, 2565, 2567, 2569, 2571, 2573, 2575, 2577, 2579, 2581, 2583, 2585, 2587, 2589, 2591, 2593, 2595, 2597, 2599, 2601, 2603, 2605, 2607, 2609, 2611, 2613, 2615, 2617, 2619, 2621, 2623, 2625, 2627, 2629, 2631, 2633, 2635, 2637, 2639, 2641, 2643, 2645, 2647, 2649, 2651, 2653, 2655, 2657, 2659, 2661, 2663, 2665, 2667, 2669, 2671, 2673, 2675, 2677, 2679, 2681, 2683, 2685, 2687, 2689, 2691, 2693, 2695, 2697, 2699, 2701, 2703, 2705, 2707, 2709, 2711, 2713, 2715, 2717, 2719, 2721, 2723, 2725, 2727, 2729, 2731, 2733, 2735, 2737, 2739, 2741, 2743, 2745, 2747, 2749, 2751, 2753, 2755, 2757, 2759, 2761, 2763, 2765, 2767, 2769, 2771, 2773, 2775, 2777, 2779, 2781, 2783, 2785, 2787, 2789, 2791, 2793, 2795, 2797, 2799, 2801, 2803, 2805, 2807, 2809, 2811, 2813, 2815, 2817, 2819, 2821, 2823, 2825, 2827, 2829, 2831, 2833, 2835, 2837, 2839, 2841, 2843, 2845, 2847, 2849, 2851, 2853, 2855, 2857, 2859, 2861, 2863, 2865, 2867, 2869, 2871, 2873, 2875, 2877, 2879, 2881, 2883, 2885, 2887, 2889, 2891, 2893, 2895, 2897, 2899, 2901, 2903, 2905, 2907, 2909, 2911, 2913, 2915, 2917, 2919, 2921, 2923, 2925, 2927, 2929, 2931, 2933, 2935, 2937, 2939, 2941, 2943, 2945, 2947, 2949, 2951, 2953, 2955, 2957, 2959, 2961, 2963, 2965, 2967, 2969, 2971, 2973, 2975, 2977, 2979, 2981, 2983, 2985, 2987, 2989, 2991, 2993, 2995, 2997, 2999, 3001, 3003, 3005, 3007, 3009, 3011, 3013, 3015, 3017, 3019, 3021, 3023, 3025, 3027, 3029, 3031, 3033, 3035, 3037, 3039, 3041, 3043, 3045, 3047, 3049, 3051, 3053, 3055, 3057, 3059, 3061, 3063, 3065, 3067, 3069, 3071, 3073, 3075, 3077, 3079, 3081, 3083, 3085, 3087, 3089, 3091, 3093, 3095, 3097, 3099, 3101, 3103, 3105, 3107, 3109, 3111, 3113, 3115, 3117, 3119, 3121, 3123, 3125, 3127, 3129, 3131, 3133, 3135, 3137, 3139, 3141, 3143, 3145, 3147, 3149, 3151, 3153, 3155, 3157, 3159, 3161, 3163, 3165, 3167, 3169, 3171, 3173, 3175, 3177, 3179, 3181, 3183, 3185, 3187, 3189, 3191, 3193, 3195, 3197, 3199, 3201, 3203, 3205, 3207, 3209, 3211, 3213, 3215, 3217, 3219, 3221, 3223, 3225, 3227, 3229, 3231, 3233, 3235, 3237, 3239, 3241, 3243, 3245, 3247, 3249, 3251, 3253, 3255, 3257, 3259, 3261, 3263, 3265, 3267, 3269, 3271, 3273, 3275, 3277, 3279, 3281, 3283, 3285, 3287, 3289, 3291, 3293, 3295, 3297, 3299, 3301, 3303, 3305, 3307, 3309, 3311, 3313, 3315, 3317, 3319, 3321, 3323, 3325, 3327, 3329, 3331, 3333, 3335, 3337, 3339, 3341,

REFERENCE
1. FOR PIPES SMALLER THAN 12" SELECTION OF MATERIALS SPECIFIED BELOW IS AT THE
INSTALLER'S OPTION
a. POLYVINYL CHLORIDE (PVC), ASTM D-3034, SDR 35 PIPE AND FITTINGS. FITTINGS

- g. MANHOLE INVERT: CONSTRUCT MANHOLE INVERTS IN CONFORMANCE WITH DETAILS SHOWN ON THE DRAWINGS, AND WITH SMOOTH TRANSITIONS TO ENSURE AN UNOBSTRUCTED FLOW THROUGH MANHOLE. REMOVE ALL SHARP EDGES OR ROUGH SECTIONS WHICH TEND TO OBSTRUCT FLOW. MAKE A FULL SECTION OF PIPE IN SECTIONS 100' LONG. MANHOLE 100' LONG. THE TOP SECTION AS INDICATED AND CONTAIN

1. PROVIDE RUBBER JOINT GASKET COMPLYING WITH ASTM C-443
2. APPLY BITUMINOUS WASTIC COATING AT JOINTS OF SECTIONS.
3. PRIOR TO FINAL ACCEPTANCE, THE SEWER COLLECTION SYSTEM SHALL BE THOROUGHLY CLEANED AND VISUALLY INSPECTED IN THE PRESENCE OF THE ENGINEER AND LOCAL AUTHORITIES HAVING JURISDICTION

1. FOLLOWING VISUAL INSPECTION, THE SUBMITTER INCLUDING SERVICE UNITS SHALL BE TESTED IN THE PRESENCE OF THE ENGINEER AND LOCAL AUTHORITIES HAVING JURISDICTION.

- OTHER DEFECTS, CORRECT SUCH DEFECTS TO SATISFACTION OF ENGINEER AND PLANNING AGENCIES HAVING JURISDICTION
- 9) CLEANING CONDUIT, CLEAR INTERIOR OF CONDUIT OF DIRT AND OTHER SUPERFLUOUS MATERIAL AS WORK PROGRESSES. MAINTAIN SWAB ON CONDUIT IN LINE AND PULL PAST EACH JOINT AS IT IS COMPLETED

IN CONFORMANCE WITH ANWA C-651, TO THE SATISFACTION OF LOCAL AUTHORITIES HAVING JURISDICTION

- WESH MAY BE SUBSTITUTED FOR DIRECTOR OF ENGINEER AT REQUEST OF CONTRACTOR.

CONTINUOUS REINFORCING
MINIMUM CONCRETE PROTECTION FOR REINFORCING BARS. MIN. CLEAR COVER
STRUCTURAL ELEMENT
FOOTINGS, (CAST AGAINST & PERMANENTLY
EXPOSED TO EARTH). 3 INCHES

[illegible]



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

Landdevelopmentweb@palmbayflorida.org

FINAL DEVELOPMENT PLAN APPLICATION

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

APPLICATION TYPE:



PUD
Planned Unit Development
(Section 185.067)



PMU
Parkway Mixed Use District
(Final Design Plan)
(Section 185.057(C))



PCRD
Planned Community
Redevelopment District
(Section 185.055(L))



RAC
Regional Activity Center District
(Section 185.056(C))

PROPOSED DEVELOPMENT NAME Chaparral Subdivision- Phase II

PARCEL ID 29-36-04-00-1

TAX ACCOUNT NO. 2903859

LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:

See attached

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): +/- 13.24

TOTAL LOTS PROPOSED (list by use): 27 Single Family Residential

DEVELOPER Chaparral Properties, LLC

Full Address 2502 N Rocky Point Drive; Suite 1050; Tampa, FL 33607

Telephone 813-288-8178 Email Marc@metrodevelopmentgroup.com

ENGINEER Jake Wise, PE- Construction Engineering Group, LLC

Full Address 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone 321- 610-1760 Email jwise@cegengineering.com

SURVEYOR AAL Land Surveying Services, Inc

Full Address 3970 Minton Road; West Melbourne, FL 32904

Telephone 321- 768-8110 Email aal@aalsurvey.com

FINAL DEVELOPMENT PLAN CRITERIA FOR SUBMITTAL:

- 1) TWO (2) COPIES OF THE FINAL DEVELOPMENT PLAN AND SUPPORTING DOCUMENTATION SHALL BE ATTACHED TO THE APPLICATION. THE FINAL PLAN AND SUPPORTING DOCUMENTATION MUST ALSO BE PROVIDED ON MEMORY DRIVE.
- 2) LAYOUT OF THE DEVELOPMENT PLAN SHALL BE IN PLAT FORM THAT MEETS THE REQUIREMENTS OF FLORIDA STATUTE CHAPTER 177.
- 3) THE FINAL DEVELOPMENT PLAN SHALL CONTAIN THE INFORMATION REQUIRED PER THE CITY OF PALM BAY LAND DEVELOPMENT CODE SECTION FOR A PUD, PMU, PCRD, OR RAC. **ADDITIONAL CONDITIONS MUST BE MET AND INCORPORATED INTO THE SITE PLAN FOR THE SPECIFIC TYPE OF DEVELOPMENT REQUESTED (PUD, PMU, PCRD, RAC).** THE ADDITIONAL CRITERIA IS LISTED IN THE CODE OF ORDINANCES AND AVAILABLE FROM STAFF.

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS FINAL DEVELOPMENT PLAN APPLICATION:

- ☒ *A \$1,500.00 application fee shall accompany the Final Development Plan application for the purposes of administration. Make check payable to "City of Palm Bay."
- ☒ Final Development Plan (see above Final Development Plan Criteria for Submittal).
- ☒ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at 321-633-2060.)
- ☒ Citizen Participation Plan. Required when a preliminary development plan application was not submitted. Refer to [Section 169.005](#) of the Land Development Code for guidelines.
- ☒ School Board of Brevard County [School Impact Analysis Application](#) (if applicable).
- ☒ Sign(s) posted on the subject property. Refer to [Section 51.07\(C\)](#) of the Legislative Code for guidelines.
- ☒ **Where property is not owned by the applicant, a letter** must be attached giving the notarized consent of the owner to the applicant to apply for the final development plan.

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

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL DEVELOPMENT PLAN APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant  Date 3.13.20

Printed Name of Applicant Jake Wise, PE- Construction Engineering Group, LLC

Full Address 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone 321-610-1760 Email jwise@cegengineering.com

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

November 20th, 2019

Re: Letter of Authorization

As the property owner of the site legally described as:

Brevard County Parcel ID 29-36-04-00-1

I, John Ryan- Chaparral Properties, LLC, hereby authorize to represent my
Final Development Plan _____ request(s):

Rep. Name: Jake Wise, PE- Construction Engineering Group, LLC

Address: 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone: 321-610-1760

Email: jwise@cegengineering.com

[Signature]
(Property Owner Signature)

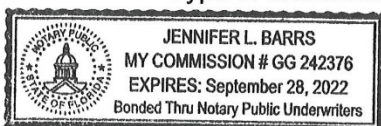
STATE OF FL
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20th day of
November, 2019 by John Ryan,

(SEAL)

[Signature], Notary Public

☒ Personally Known or
☐ Produced Identification
Type of Identification Produced: _____



CORRESPONDENCE

Chandra Powell

From: milad chieki <miladbrenda@msn.com>
Sent: Tuesday, September 1, 2020 4:51 PM
To: Virtual Planning and Zoning Meetings
Subject: Palm Bay Planning & Zoning Meeting, Sept. 2, 2020

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Council Members,

Our names are Milad and Brenda Chieki and we live in Malabar Lakes West, which is adjacent to the location of Chapparral.

We were at the community meeting with Jake Wise and we believe you should know our concerns and those of many of our neighbors, both in our community and in the neighborhood across Malabar Road.

We informed Mr. Wise that better irrigation needs to be in place for their neighborhood. When it rains, the water rolls off of their much higher land right into our back yards, often flooding them. We realize that they do not intend to build homes right now on this part of the land (it is considered Phase III), but it is still their land which causes our lawns to flood. Mr. Wise said he will look into it, but we need this fixed as soon as possible.

Mr. Wise also told us that Chapparral will be gated, but they do not intend to put up a wall between our two neighborhoods. We have no idea how this will work when there is nothing between our neighborhood and theirs. People, dogs and cats can just walk from Chapparral into Malabar Lakes West. And without anything between our neighborhoods, the dirt flies directly into our backyards and pools. We hope this land will be covered soon, especially since new pool filters are expensive.

We also learned that the homes which will be built directly behind our homes on Allison Drive may not necessarily be single-story homes. If multi level homes are built there, the people living in those homes will be able to look directly into our backyards and our pools. That is not a very appealing thought to us or many of our neighbors, and we were told in a council meeting about two years ago that they would make those homes single level.

We want to be friendly neighbors, but this new development will directly change our way of life through the added traffic, the new spotlight, the noise, and the reduction in wildlife. We hope the builders of Chapparral will also treat us with respect and kindness, and that they will take a moment to realize how drastically they will be affecting our way of life.

Thank You,

Milad and Brenda Chrieki
miladbrenda@msn.com

CITY OF PALM BAY, FLORIDA
PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2020-10

Held on Wednesday, September 2, 2020, in 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 Land Development Division, Palm Bay, Florida. The minutes are not a verbatim transcript but a brief summary of the discussions and actions taken at this meeting.

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

Mr. Philip Weinberg called the meeting to order at approximately 7:00 p.m.

Ms. Leeta Jordan led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRPERSON:	Philip Weinberg	Present	
VICE CHAIRPERSON:	Leeta Jordan	Present	
MEMBER:	Donald Boerema	Present	
MEMBER:	Donny Felix	Present	(Late)
MEMBER:	Richard Hill	Present	
MEMBER:	Khalilah Maragh	Present	
MEMBER:	Rainer Warner	Absent	(Excused)
NON-VOTING MEMBER:	David Karaffa	Present	
	(School Board Appointee)		

Mr. Warner's absence was excused.

CITY STAFF: Present were Mr. Laurence Bradley, Growth Management Director; Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Christopher Balter, Senior Planner; Ms. Chandra Powell, Recording Secretary; Mr. Rodney Edwards, Assistant City Attorney.

Announcements were heard at this time.

- ☞ 1. Mr. Weinberg addressed the audience on the meeting procedures and explained that the Planning and Zoning Board/Local Planning Agency consists of volunteers who act as an advisory board to City Council.

The meeting was joined at this point by Mr. Felix.

Old Business was heard at this time.

☞ 1. **♣FD-10-2020 – CHAPARRAL SUBDIVISION PHASE II -
CHAPARRAL PROPERTIES, LLC (JAKE WISE, P.E., REP.)**

Mr. Murphy presented the staff report for Case FD-10-2020. The applicant had requested a Final Development Plan for a PUD, Planned Unit Development to allow a proposed 27-lot, single-family residential development called Chaparral Phase II. Staff recommended Case FD-10-2020 for approval, subject to the staff comments contained in the staff report.

Mr. Jake Wise, P.E. of Construction Engineering Group, Inc. (civil engineer for the project and representative for the applicant) stated that Phase I of the Chaparral development was currently under construction, and that the subject request was the extension of an internal loop road that would include 27 lots. He commented that the Citizen Participation Plan (CPP) meeting was mostly attended by Malabar Lakes West residents to the west. There were no concerns regarding the subject phase as it was not as close in proximity as Phase I. He noted that a traffic light was approved for the site, and the access would align with Wisteria Lane NW on the north side of Malabar Road.

Ms. Maragh asked if the applicant was in agreement with staff conditions. Mr. Wise stated his agreement with the conditions by staff.

The floor was opened for public comments; there were no comments from the audience and there was no correspondence in the file.

A virtual comment was received in opposition to the request from Mr. Milad Chrieki and Ms. Brenda Chrieki (residents of Malabar Lakes West). They wanted better irrigation to be put in place to address flooding; a wall to be erected to separate the two developments; and single-story homes instead of multi-level homes to abut the rear Allison Drive properties for privacy. In response, Mr. Wise remarked that their concerns were in relation to Phase III and would be addressed during that phase of development. He noted that 50 feet of right-of-way to the south had been donated for the future widening of Malabar Road.

The floor was closed for public comments.

Mr. Weinberg reminded the board that only Phase II was under consideration.

Motion by Ms. Jordan, seconded by Ms. Maragh to submit Case FD-10-2020 to City Council for approval of a Final Development Plan for a PUD, Planned Unit Development to allow a proposed 27-lot, single-family residential development called Chaparral Phase II, subject to the staff comments contained in the staff report. The motion carried with members voting unanimously.

The board resumed consideration of items in the order shown on the agenda.

ADOPTION OF MINUTES:

1. Regular Planning and Zoning Board/Local Planning Agency Meeting 2020-09; August 5, 2020. Motion by Ms. Jordan, seconded by Mr. Felix to approve the minutes as presented. The motion carried with members voting unanimously.

ANNOUNCEMENTS:

Announcements were heard following Roll Call.

OLD BUSINESS:

1. **♣FD-10-2020 – CHAPARRAL SUBDIVISION PHASE II –
CHAPARRAL PROPERTIES, LLC (JAKE WISE, P.E., REP.)**

Case FD-10-2020 was discussed prior to Announcements.

ORDINANCE 2020-70

A ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING A FINAL DEVELOPMENT PLAN TO BE KNOWN AS 'CHAPARRAL PHASE II' IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL 9, IN THE VICINITY SOUTH OF MALABAR ROAD, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 17, 2005, the City of Palm Bay granted a preliminary Planned Unit Development (PUD) to be known as 'Chaparral PUD' to Lennar Homes, Inc., and

WHEREAS, application for Final Development Plan approval in PUD (Planned Unit Development) zoning to permit a 27-lot single-family residential subdivision to be known as 'Chaparral Phase II' on property legally described herein, has been made by Chaparral Properties, LLC, and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on September 2, 2020, which voted to recommend to the City Council approval of the application, and

WHEREAS, all provisions applicable to the Planned Unit Development (PUD) under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, with conditions, and

WHEREAS, the City Council of the City of Palm Bay, after due deliberation and consideration, reviewed and considered the reports, documents, testimony, and other materials presented, and has determined that such development plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare.

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 grants final development plan approval for 'Chaparral' on property zoned PUD (Planned Unit Development), which property is legally described as follows:

Commence at the northeast corner of said Section 4, and run S 00°00'32" E along the east line of said Section 4, a distance of 1302.10 feet; thence S 89°59'28" W, a distance of 65.00 feet to the point of beginning of the herein described parcel; thence S 00°00'32" E along the west right of way line of the Melbourne Tillman Drainage District Canal 9, a distance of 514.99 feet; thence S 89°59'28" W, a distance of 20.00 feet; thence N 23°58'55" W, a distance of 81.30 feet; thence N 55°04'44" W, a distance of 92.64 feet; thence N 87°05'43" W, a distance of 98.45 feet; thence N 76°41'00" W, a distance of 638.42 to a point; said point being on a curve concave northeasterly, having a radius of 105.00 feet, a central angle of 43°50'08", and a radial bearing of N 64°45'09" E, thence northwesterly along the arc a distance of 80.33 feet to the point of tangency; thence N 18°35'18" E, a distance of 5.50 feet to a point being the southwest corner of said Tract A; thence run along the west, north and east lines of said Tract A, Chaparral PUD Phase One for the following twenty (20) calls; said point being on a curve concave southeasterly, having a radius of 210.00 feet, a central angle of 14°40'21", and a radial bearing of S 71°24'42" E, thence northeasterly along the arc a distance of 53.78 feet to the point of reverse curvature of a curve concave northwesterly, having a radius of 260.00 feet, a central angle of 33°18'14", thence northeasterly along the arc a distance of 151.13 feet to the point of tangency; thence N 00°02'34" W, a distance of 16.28 feet to the point of curvature of a curve concave southeasterly, having a radius of 25.00 feet, a central angle of 90°00'00", thence northeasterly along the arc a distance of 39.27 feet to a point; thence N 00°02'34" W, a distance of 50.00 feet to a point; said point being on a curve concave northeasterly, having a radius of 25.00 feet, a central angle of 90°00'00", and a radial bearing of N 00°02'34" W, thence northwesterly along the arc a distance of 39.27 feet; thence N 00°02'34" W, a distance of 102.96 feet to the point of curvature of a curve concave southeasterly, having a radius of 456.00 feet, a central angle of 35°04'47", thence northeasterly along the arc a distance of 279.19 feet to the point of tangency; thence N 35°02'13" E, a distance of 151.99 feet to the point of curvature of a curve concave

northwesterly, having a radius of 796.00 feet, a central angle of 08°14'42", thence northeasterly along the arc a distance of 110.66 feet; thence S 63°12'29" E, a distance of 120.50 feet to a point; said point being on a curve concave northwesterly, having a radius of 889.50 feet, a central angle of 01°04'35", and a radial bearing of N 63°12'29" W, thence southwesterly along the arc a distance of 16.71 feet; thence S 62°07'54" E, a distance of 165.50 feet to a point on the west line of lands described in Official Records Book 5465, Page 3836, of said public records of Brevard County; thence run along the westerly and southerly line of said Official Records Book 5465, Page 3836, for the following seven (7) calls; said point being on a curve concave northwesterly, having a radius of 1055.00 feet, a central angle of 07°24'59"; and a radial bearing of N 52°07'54" W, thence southwesterly along the arc a distance of 136.56 feet to the point of tangency; thence S 35°17'05" W, a distance of 146.85 feet to the point of curvature of a curve concave southeasterly, having a radius of 170.00 feet, a central angle of 35°17'36", thence southwesterly along the arc a distance of 104.72 feet to the point of tangency; thence S 00°00'31" E, a distance of 23.81 feet; thence N 89°59'29" E, a distance of 135.60 feet; thence S 66°20'23" E, a distance of 336.04 feet; thence N 89°59'28" E, a distance of 56.65 feet to the point of beginning; containing 13.24 acres, more or less.

SECTION 2. The final development plan is granted subject to the staff comments contained in the Staff Report prior to approval of the construction plans and recordation of the plat as follows:

- A.) The boundary and title opinion shall be approved by the City Surveyor;
- B.) Deed restrictions governing development standards shall be submitted for City Staff review;
- C.) All applicable outside agency permits must be obtained (St. Johns, Melbourne-Tillman, Florida Department of Environmental Protection, Brevard County, etc.);
- D.) A Concurrence Determination shall be obtained from the School Board of Brevard County; and
- E.) All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

SECTION 3. 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.

ATTEST:

William Capote, MAYOR

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Chaparral Properties, LLC

Case: FD-10-2020

cc: (date) Brevard County Recording
Applicant
Case File



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: 10/15/2020

RE: Ordinance 2020-67, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapters 'General Provisions' and 'Planned Unit Development (PUD)', by establishing language that will permit tiny homes on wheels and revising provisions contained therein (Case T-21-2020, City of Palm Bay), first reading. (Deputy Mayor Johnson) (CONTINUED FROM RCM - 10/01/20)

The City of Palm Bay (Deputy Mayor Kenny Johnson) has submitted a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Section 185.006 (Definitions), to modify the definitions of mobile home dwellings and single-family dwellings; and to create a new definition for a Tiny Home on Wheels (THOW). The amendment seeks to modify Section 185.060 (Definitions) to permit THOWs within Small Planned Unit Developments (SPUDs) and modifies Section 185.062 by deleting the words "prior to the effective date of this section." The rationale provided for the subject proposal was to create more housing choices and potentially make housing more affordable by allowing THOWs in the City of Palm Bay. The minimum living area for a THOW is 120 square feet.

A THOW will only be allowed to locate in a SPUD, which had a Multiple-Family Residential (MFR) land use. THOWs shall be anchored to the ground or placed on a foundation, skirted, and connected to utilities. All construction will comply with the American National Standards Institute (ANSI) or the Code of Federal Regulations (CFR), based on square footage.

Given the potentially wide variety of THOWs, City Council may want to consider additional architectural standards that would allow for more resemblance to conventional homes.

Further, the amendment will allow SPUDs to locate on future Multiple-Family Residential land use sites.

REQUESTING DEPARTMENT:
Growth Management

RECOMMENDATION:

Request for City Council consideration to allow of Tiny Homes on Wheels (THOWs) is a policy decision that needs to be addressed. The City Council should consider the definitional changes that are required to make the use permissible, and could also adopt additional requirements as noted on page 3 of the staff report, if so desired, to enhance the appearance of the units and the communities where they will locate.

Planning and Zoning Board Recommendation:

Unanimous approval of the request.

ATTACHMENTS:

Description

Case T-21-2020

Board minutes

Ordinance 2020-67



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Laurence Bradley, AICP, Growth Management Director

CASE NUMBER

T-21-2020

PLANNING & ZONING BOARD HEARING DATE

September 2, 2020

PROPERTY OWNER & APPLICANT

City of Palm Bay, Growth Management
Department

PROPERTY LOCATION/ADDRESS

Not applicable

SUMMARY OF REQUEST

A textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, to establish language that will permit tiny homes on wheels and modification to the small planned unit developments.

Existing Zoning

Not applicable

Existing Land Use

Not applicable

Site Improvements

Not applicable

Site Acreage

Not applicable

APPLICABILITY

Citywide

**COMPREHENSIVE PLAN
COMPATIBILITY**

Not specifically addressed

BACKGROUND:

A textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Section 185.006 (Definitions), to modify the definition of Dwelling, Mobile Home; to modify the definition of Dwelling, Single-Family; and to create a new definition for a Tiny Home on Wheels (THOW). Also, the amendment seeks to modify Section 185.060 (Definitions) to modify the definition of Small Planned Unit Development (SPUD) to allow THOWs, and further to modify Section 185.062 to delete the words “prior to the effective date of this section.”

The Growth Management Department, acting upon a request by a member of the City Council, has submitted this proposed text amendment. This proposed text amendment will allow Tiny Homes on Wheels (THOWs) to be developed as part of Small Planned Unit Developments (SPUDs)

The rationale provided for this amendment is to create more housing choices and potentially make housing more affordable by allowing THOWs in the City of Palm Bay.

Proposed language is attached for this amendment in legislative style with additions between >>arrow<< symbols and deletions in ~~striketrough~~ format.

ANALYSIS:

The first change in this amendment is a modification to the definition of Dwelling, Mobile Home. This change is being made to recognize that the Department of Transportation does not license Mobile Homes. Rather than call out a specific department, which could change in the future, the proposed wording using “State of Florida” acknowledges that Mobile Homes are licensed by the state but not the Department of Transportation.

The second change is a modification to the definition Dwelling, Single-Family to allow Tiny Homes on Wheels (THOWs) which are anchored to the ground or placed on a foundation with skirting and connected to City of Palm Bay water and sewer. This type of home may be considered a Single-Family Dwelling. While this may seem contrary to certain definitions in Florida State Statutes, which consider this to be a Mobile Home, based upon discussions and documents reviewed by the City Attorney’s office, the City Council has the ability to define locally what is or is not a Single-Family Dwelling. It should be noted that for a THOW to be considered as a Single-Family Dwelling it must meet the definitional criteria. If a THOW was not anchored to the ground or placed on a foundation, and not skirted, it would be considered a Mobile Home. Plus, for a THOW to be considered as a Single-Family Dwelling it must be connected to City water and sewer.

The minimum living area is 120 square feet for a THOW. THOWs which are 400 square feet or less must be constructed to the American National Standards Institute (ANSI) Sec. A119.5. THOWs over 400 square feet must comply with the Code of Federal Regulations (CFR) – 24 CFR Part 3280 – Manufactured Home Construction and Safety

The first change in this amendment is a modification to the definition of Dwelling, Mobile Home. This change is being made to recognize that the Department of Transportation does not license Mobile Homes. Rather than call out a specific department, which could change in the future, the proposed wording using “State of Florida” acknowledges that Mobile Homes are licensed by the state but not the Department of Transportation.

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The minimum living area is 120 square feet for a THOW. THOWs which are 400 square feet or less must be constructed to the American National Standards Institute (ANSI) Sec. A119.5. THOWs over 400 square feet must comply with the Code of Federal Regulations (CFR) – 24 CFR Part 3280 – Manufactured Home Construction and Safety Standards. 24 CFR 2380 is administered by the Department of Housing and Urban Development (HUD). It should be further noted the proposed definition only allows THOWs to be located in Small Planned Unit Developments (SPUDs).

Small Planned Unit Developments (SPUDs) are a subset of Planned Unit Developments. A change in the definition of a SPUD will allow THOWs to be used with a SPUD. It should be noted that some of the requirements of a SPUD are different than a regular PUD. Some of the key differences are that SPUDs can be developed with just 1 acre of land, while PUDs require a minimum of 5 acres. Also, SPUDs have a maximum dwelling unit size of 800 square feet and PUDs have an 800 square foot minimum living area for single-family units. SPUDs have reduced parking and open space requirements, but they must be connected to City water and sewer. One final requirement is that a SPUD must have a designation on the Future Land Use (FLU) map of Multiple-Family Residential (MFR). MFR has a maximum density of 20 units per acre. Also, MFR allows for both Single-Family and Multi-Family dwellings.

The last text change in this application is a deletion of the words “prior to the effective date of this section.” This wording was originally added to the SPUD to identify that SPUDs could only be located on parcels with a pre-existing FLU of MFR. Since SPUDs were first adopted in January 2020, it has been determined that the City Council should have the ability to change the FLU designation to MFR, which would allow SPUDs in areas which currently are not designated as MFR.

The basic effect of this amendment is to allow THOWs in SPUDs. As written, THOWs would only be allowed in SPUDs which are created through same process as all Planned Unit Developments (PUDs).

Other than tie-downs, foundations and utility connections, THOWs will not be regulated by the Florida Building Code, but rather through ANSI and HUD standards. These units will still need to be registered as motor vehicles. As written their placement would be limited to SPUDs. Future expansion of THOWs beyond SPUDs is something that should be carefully considered should there be requests to allow these units in other areas. Allowing THOWs in the middle of single-family neighborhoods has the potential to create additional concerns for city residents about aesthetics and property values.

Given the potentially wide variety of THOWs that could be utilized. The Council may want to consider additional architectural standards for THOWs that would allow them to more resemble conventional built homes. Such standards could include: requirements for exterior finishes other than metal, such as wood siding or other materials; pitched roofs and porches could also be considered. THOW developments could also have additional open space or landscaping requirements to enhance community character. Shared parking areas could also be considered.

Locally, both Brevard County and the City of Rockledge have adopted regulations which allow for THOWs. However, based upon recent contacts with these agencies to date neither of them have seen any THOWs in their respective jurisdictions.

STAFF RECOMMENDATION:

THOWs in the City is a policy decision that the City Council will need to address. The Council should consider the definitional changes that are required to make this use permissible. Also, the Council could adopt additional requirements, if so desired, to enhance the appearance of these units and the communities where they will be located.

TITLE XVII: LAND DEVELOPMENT CODE

CHAPTER 185: ZONING CODE

GENERAL PROVISIONS

§ 185.006 DEFINITIONS.

DWELLING, MOBILE HOME. A detached residential dwelling unit over eight (8) feet in width, licensed by the >>State of Florida<< ~~Department of Transportation~~, designed for transportation after fabrication on streets or highways on its own wheels or on flatbed or other trailers, and arriving at the site where it is to be occupied as a dwelling unit complete and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connections to utilities, and the like. A “travel trailer” is not to be considered as a mobile home.

DWELLING, SINGLE-FAMILY. A detached dwelling unit other than a mobile home, designed for and occupied by one (1) family only. >>A Tiny Home on Wheels (THOW) that is anchored to the ground or placed on a foundation with skirting and connected to the City of Palm Bay water and sewer distribution system may be considered as a Single-Family Dwelling.<<

MOBILE HOME. See dwelling, mobile home.

>>**TINY HOME ON WHEELS (THOW).** A dwelling to be used as permanent housing with permanent provisions for living, sleeping, eating, cooking, and sanitation. A Tiny Home on Wheels (THOW) is considered a Single-Family residential structure when anchored to the ground or placed on a foundation with skirting and connected to the City of Palm Bay water and sewer distribution system. A THOW must have a minimum living area of one hundred and twenty (120) square feet. A THOW must be certified to meet ANSI A119.5 standards. A THOW exceeding 400 square feet shall meet the Federal Manufactured Home Construction and Safety Standards and shall have a United States Department of Housing and Urban Development label. A THOW shall only be permitted in a Small Planned Unit Development (SPUD).<<

TRAVEL TRAILER or MOBILE CAMPER. A self-powered or nonself-powered vehicle eight (8) feet or under in width and no more than thirty-five (35) feet in length capable of being towed by an ordinary vehicle upon which it is constructed, whose primary use is temporary lodging while traveling or camping and is not used for habitation except in designated areas while within the corporate limits of the city.

PLANNED UNIT DEVELOPMENT (PUD)

§ 185.060 DEFINITIONS.

SMALL PLANNED UNIT DEVELOPMENT (SPUD). An area of land developed as a single entity, or in approved stages in conformity with a final development plan by a developer or group of developers acting jointly, which is master planned to provide for smaller sized (under 800 square feet) single or two-family structures and common open space. >>A SPUD may include Tiny Homes on Wheels (THOW), as defined in §185.006.<< Connection to public sanitary sewer and public water required.

§ 185.062 PERMITTED USES.

(D) *Small developments.* A SPUD consists of single-family or two-family structures in collective land ownership, such as a condominium or on individual-owned lots. Each dwelling unit shall not exceed 800 square feet of finished living area. SPUDs shall only be located in areas that have future land use designation of multiple family residential use ~~prior to the effective date of this section~~. SPUDs shall not be developed using Mobile Homes. SPUDs must be connected to the City of Palm Bay water and sewer distribution system.



LAND DEVELOPMENT DIVISION

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

CODE TEXTUAL AMENDMENT APPLICATION

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

ORDINANCE SECTION(S) PROPOSED TO BE CHANGED:

Sections 185.006, 185.060 and 185.062

PROPOSED LANGUAGE (attach addendum if necessary):

See attached

JUSTIFICATION FOR PROPOSED CHANGE (attach other documents if necessary)

Per City Council direction, to establish language that will permit tiny homes on wheels and modification to the small planned unit developments.

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

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

☐

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

I, the undersigned understand that this application must be complete and accurate before consideration by the Planning and Zoning Board/Local Planning Agency and certify that all the answers the questions in said application, and all data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, I declare that I have read the foregoing code textual amendment application and that the facts stated in it are true.

Signature of Applicant Laurence Bradley Digitally signed by Laurence Bradley
DN: dc=org, dc=palmbayflorida, ou=Community
Planning & Economic Development, ou=Land
Development, cn=Laurence Bradley
Date: 2020.08.25 10:08:20 -04'00' Date _____

Printed Name of Applicant Laurence Bradley, AICP, Growth Management Director

Full Address 120 Malabar Road SE, Palm Bay, FL 32907

Telephone (321) 733-3042 Email laurence.bradley@palmbayflorida.org

PERSON TO BE NOTIFIED (If different from above):

Printed Name _____

Full Address _____

Telephone _____ Email _____

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

CITY OF PALM BAY, FLORIDA
PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2020-10

Held on Wednesday, September 2, 2020, in 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 Land Development Division, Palm Bay, Florida. The minutes are not a verbatim transcript but a brief summary of the discussions and actions taken at this meeting.

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

Mr. Philip Weinberg called the meeting to order at approximately 7:00 p.m.

Ms. Leeta Jordan led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRPERSON:	Philip Weinberg	Present	
VICE CHAIRPERSON:	Leeta Jordan	Present	
MEMBER:	Donald Boerema	Present	
MEMBER:	Donny Felix	Present	(Late)
MEMBER:	Richard Hill	Present	
MEMBER:	Khalilah Maragh	Present	
MEMBER:	Rainer Warner	Absent	(Excused)
NON-VOTING MEMBER:	David Karaffa	Present	
	(School Board Appointee)		

Mr. Warner's absence was excused.

CITY STAFF: Present were Mr. Laurence Bradley, Growth Management Director; Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Christopher Balter, Senior Planner; Ms. Chandra Powell, Recording Secretary; Mr. Rodney Edwards, Assistant City Attorney.

A vote was called on the motion by Mr. Hill, seconded by Mr. Boerema to submit Case CP-8-2020 to City Council for approval of a small-scale Comprehensive Plan Future Land Use Map amendment from Recreation and Open Space Use to Single Family Residential Use. Staff recommended Case CP-8-2020 for approval, subject to the staff comments. The motion carried with members voting unanimously.

5. **T-21-2020 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)**

Mr. Bradley presented the staff report for a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, to establish language that will permit tiny homes on wheels and modification to the small planned unit developments. Tiny Homes on Wheels (THOWs) was a policy decision that the board and City Council will need to address. The board and City Council should consider the definitional changes to make the use permissible, and could also adopt additional requirements, if so desired, to enhance the appearance of the units and the communities where they will locate. The subject proposal was at the request of City Council.

Ms. Maragh inquired whether the proposed amendment was based on best practices or other municipalities that had implemented THOWs. Mr. Bradley explained that the amendments were the minimum necessary to permit THOWs within Small Unit Developments (SPUDs).

Ms. Jordan questioned whether the proposal would permit SPUDs to occur throughout the City. Mr. Bradley explained that SPUDs were currently restricted to properties with an existing future land use designation of Multiple Family Residential Use. The subject amendment would allow SPUDs to locate on properties where the land use designations were changed through the public hearing process in the future to Multiple Family Residential Use.

Ms. Jordan asked if THOWs must hook into water and sewer, and if one unit would be permitted on a single-family lot. Mr. Bradley confirmed that the units would be required to hook up to water and sewer, and that a single THOW could locate on a single-family lot if the site was within a SPUD.

Ms. Maragh asked about the staff report's reference to Brevard County and the City of Rockledge and if other municipalities were researched. Mr. Bradley stated that the two municipalities were the only communities in the region that had THOW ordinances, but neither had received any THOW requests.

The floor was opened for public comments.

Mr. Bruce Moia, P.E. (president of MBV Engineering, Inc.) spoke in favor of the request. He stated that he was instrumental in getting the amendment brought forward. He had an upscale THOW project that was ready for submittal. The amendment was well written, and the SPUD designations would permit the board and City Council to review the developments. Ms. Maragh inquired if the mentioned THOW development would entirely be on wheels. Mr. Moia said that wheels, skirting, landscaping, and other options would be considered for a proposed well-done community with amenities.

Mr. Weinberg noted that THOWs were required to have tie-downs, foundations, and utility connections.

The floor was closed for public comments, and there was no correspondence in the file.

Mr. Weinberg stated that he had no problem with the ordinance because of the required tie-downs, foundations, and utility connections. The City could determine architectural standards.

Motion by Mr. Hill, seconded by Ms. Maragh to submit Case T-21-2020 to City Council for approval of a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, to establish language that will permit tiny homes on wheels and modification to the small planned unit developments. The motion carried with members voting unanimously.

ORDINANCE 2020-67

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 185, ZONING CODE, SUBCHAPTERS 'GENERAL PROVISIONS' AND 'PLANNED UNIT DEVELOPMENT (PUD)', BY ESTABLISHING LANGUAGE THAT WILL PERMIT TINY HOMES ON WHEELS AND REVISING PROVISIONS CONTAINED THEREIN; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, Subchapter 'General Provisions', Section 185.006, Definitions, is hereby amended and shall henceforth read as follows:

"Section 185.006 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

* * *

DWELLING, MOBILE HOME. A detached residential dwelling unit over eight (8) feet in width, licensed by the >>State of Florida<<Department of Transportation, designed for transportation after fabrication on streets or highways on its own wheels or on flatbed or other trailers, and arriving at the site where it is to be occupied as a dwelling unit complete and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connections to utilities, and the like. A "travel trailer" is not to be considered as a mobile home.

* * *

DWELLING, SINGLE-FAMILY. A detached dwelling unit other than a mobile home, designed for and occupied by one (1) family only. >>A Tiny Home

on Wheels (THOW) that is anchored to the ground or placed on a foundation with skirting and connected to the City of Palm Bay water and sewer distribution system may be considered as a Single-Family Dwelling.<<

* * *

TERRACE. A hard, semi-hard, or improved surfaced area directly adjacent to a principal building at or within three (3) feet of the finished grade and not covered by a permanent roof.

>>**TINY HOME ON WHEELS (THOW).** A dwelling to be used as permanent housing with permanent provisions for living, sleeping, eating, cooking, and sanitation. A Tiny Home on Wheels (THOW) is considered a Single-Family residential structure when anchored to the ground or placed on a foundation with skirting and connected to the City of Palm Bay water and sewer distribution system. A THOW must have a minimum living area of one hundred and twenty (120) square feet. A THOW must be certified to meet ANSI A119.5 standards. A THOW exceeding 400 square feet shall meet the Federal Manufactured Home Construction and Safety Standards and shall have a United States Department of Housing and Urban Development label. A THOW shall only be permitted in a Small Planned Unit Development (SPUD).<<

SECTION 2. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, Subchapter 'Planned Unit Development (PUD)', Section 185.060, Definitions, is hereby amended and shall henceforth read as follows:

"Section 185.060 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

* * *

SMALL PLANNED UNIT DEVELOPMENT (SPUD). An area of land developed as a single entity, or in approved stages in conformity with a final development plan by a developer or group of developers acting jointly, which is master planned to provide for smaller sized (under 800 square feet) single or two-family structures and common open space. >>A SPUD may include Tiny Homes

on Wheels (THOW), as defined in Section 185.006.<< Connection to public sanitary sewer and public water required.

* * *

SECTION 3. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, Subchapter 'Planned Unit Development (PUD)', Section 185.062, Permitted Uses, is hereby amended and shall henceforth read as follows:

"Section 185.062 PERMITTED USES.

Uses permitted in the planned unit development may include and shall be limited to the following and contain a minimum of five (5) acres, except for a Small Planned Unit Development (SPUD) which shall contain a minimum of one (1) acre:

* * *

(D) *Small developments.* A SPUD consists of single-family or two-family structures in collective land ownership, such as a condominium or on individual-owned lots. Each dwelling unit shall not exceed 800 square feet of finished living area. SPUDs shall only be located in areas that had a future land use designation of multiple family residential use, ~~prior to the effective date of this section.~~ SPUDs shall not be developed using Mobile Homes. SPUDs must be connected to the City of Palm Bay water and sewer distribution system."

SECTION 4. 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 5. 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 6. 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 7. 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: City of Palm Bay
Case: T-21-2020

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: 10/15/2020

RE: Ordinance 2020-73, vacating a portion of the rear public utility and drainage easement located within Lot 13, Block 407, Port Malabar Unit 10 (Case VE-13-2020, Brian Murphy), first reading.

Brian Murphy has submitted an application to vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet, more or less of Lot 13, Block 407, Port Malabar Unit 10, according to the Plat thereof, as Recorded in Plat Book 15, Pages 10-19, 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 for Consideration per the recommendation section on Staff Report.

ATTACHMENTS:

Description

Staff Report VE-13-2020

Ordinance 2020-73

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: To vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easement, thereof containing 680 square feet more or less of Lot 13, Block 407, Port Malabar Unit 10, according to the Plat thereof, as Recorded in Plat Book 15, Pages 10-19, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

LOCATION: 306 Bali Street SE
(Lot 13, Block 407, Port Malabar Unit 10)

APPLICANT: Brian Murphy

SITE DATA

PRESENT ZONING: RS-2 – Single-Family Residential

AREA OF VACATING: 680 square feet, more or less

ADJACENT ZONING	N	RS-2 – Single-Family Residential
& LAND USE:	E	RS-2 – Single-Family Residential
	S	100' wide Melbourne Tillman Drainage Canal #48
	W	RS-2 – Single-Family Residential

STAFF ANALYSIS:

To vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easement, thereof containing 680 square feet more or less of Lot 13, Block 407, Port Malabar Unit 10, according to the Plat thereof, as Recorded in Plat Book 15, Pages 10-19, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

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

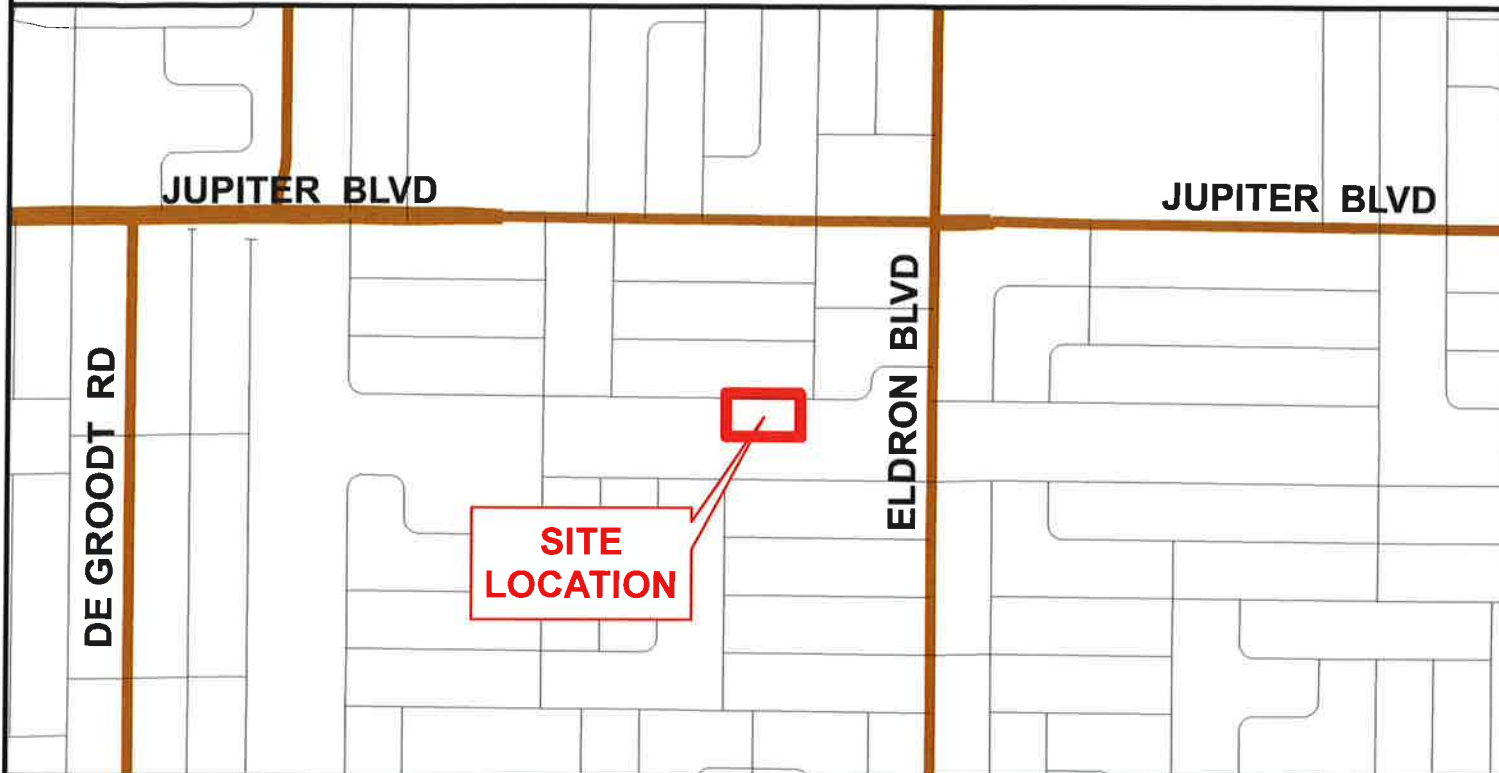
The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

Staff has no adverse comments regarding removal of the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easement, thereof containing 680 square feet more or less of Lot 13, Block 407, Port Malabar Unit 10, according to the Plat thereof, as Recorded in Plat Book 15, Pages 10-19, 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.

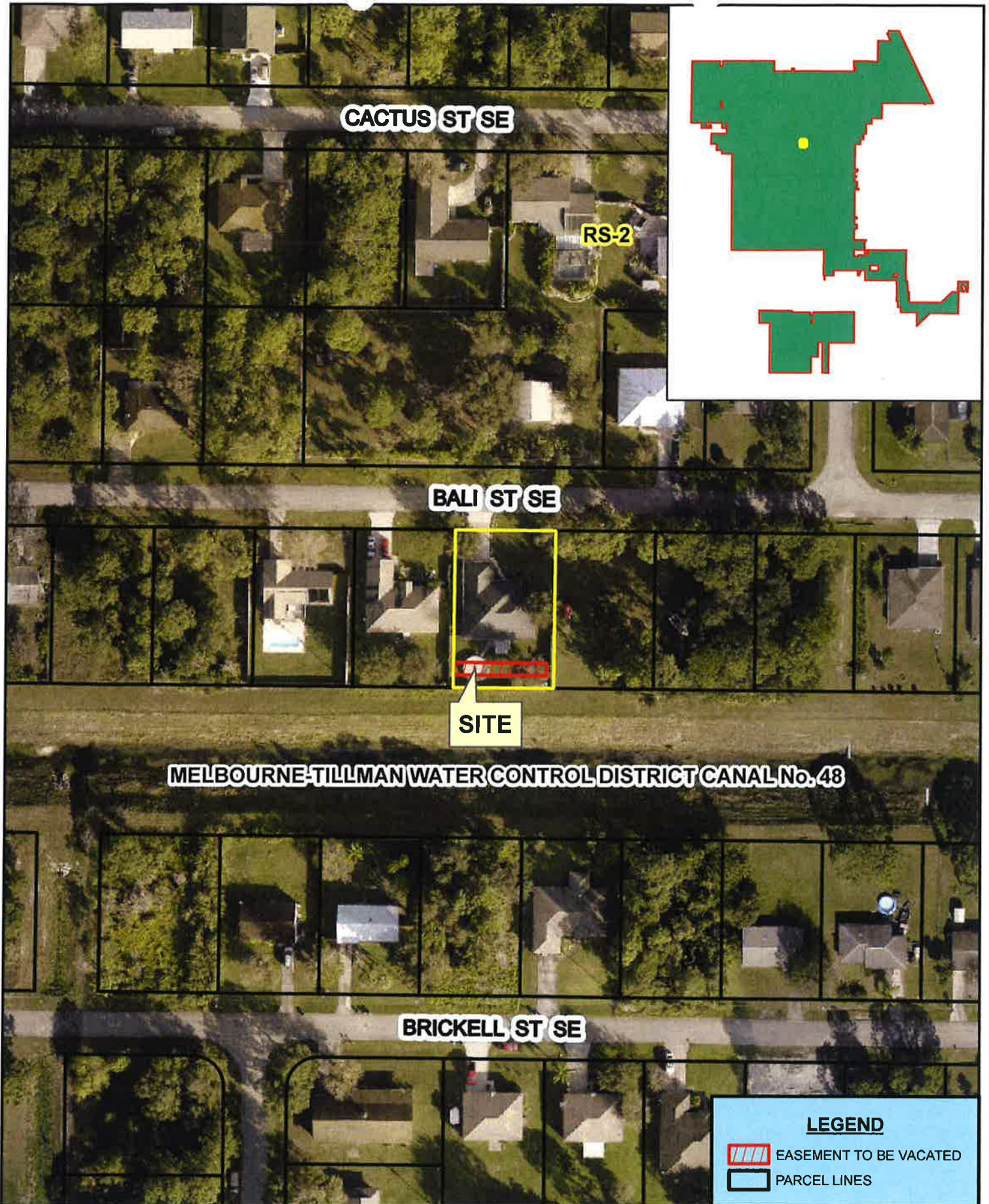
LOCATION MAP




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 September 28, 2020.

VE-13-2020

0 12.5 25 50 Feet
1 inch = 50 feet

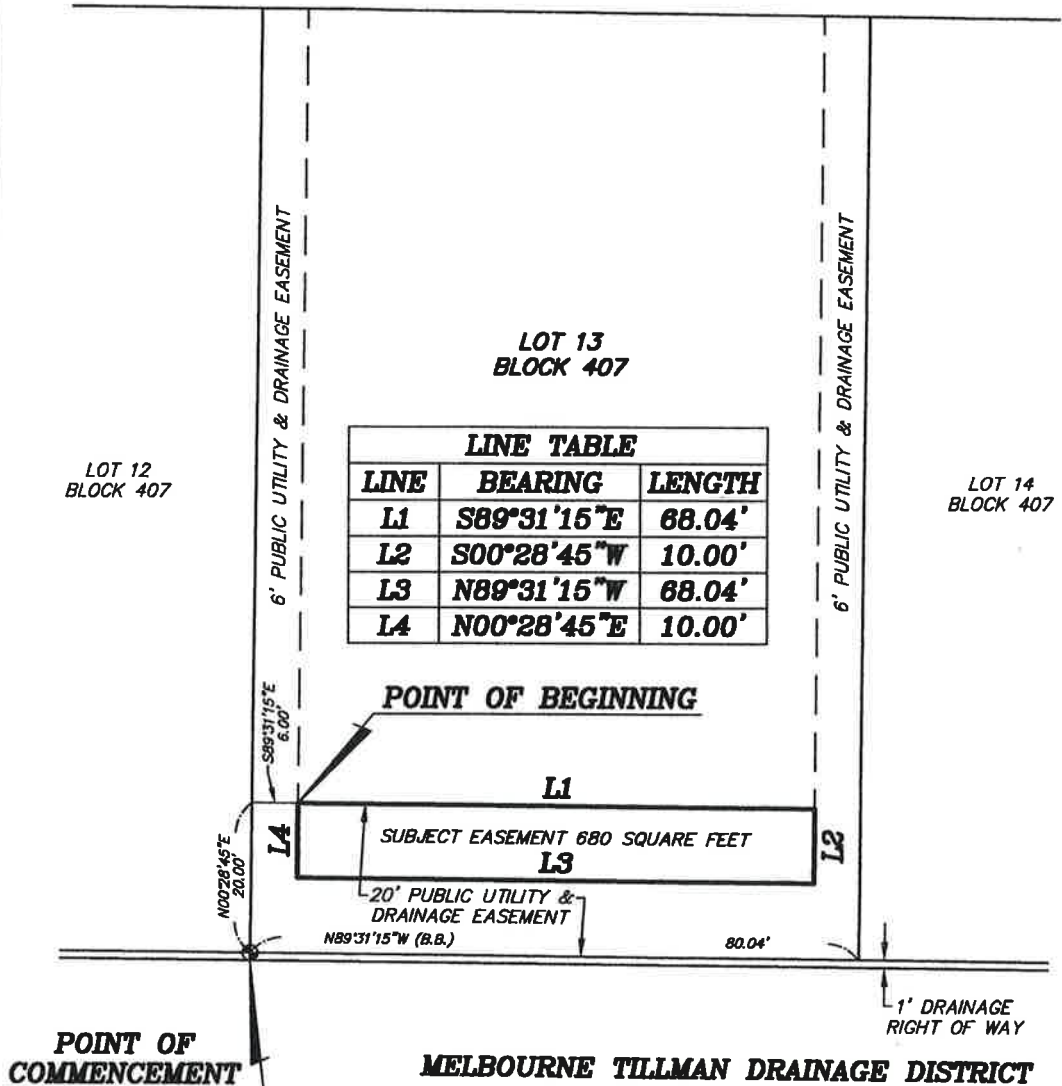


 Map is for illustrative purposes only!
Not to be construed as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on September 28, 2020.

LOCATION MAP
VE-13-2020

0 25 50 100
Feet
1 inch = 100 feet

BALI STREET



DESCRIPTION: A PORTION OF A 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING WITHIN LOT 13, BLOCK 407, PORT MALABAR UNIT TEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGES 10-19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 13 AND RUN NORTH 00°28'45" EAST ALONG THE WEST LINE OF SAID LOT 13, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°31'15" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE SOUTH 89°31'15" EAST, A DISTANCE OF 68.04 FEET; THENCE SOUTH 00°28'45" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°31'15" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 00°28'45" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 680 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

SKETCH OF DESCRIPTION

JOB # 13790
DATE: 08-19-20
SECTION 06, TOWNSHIP 29S, RANGE 37E
L.B. #6623

1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.

ANDREW W. FOWSHOK
P.L.S. No. 5383

3970 MINTON ROAD
WEST MELBOURNE, FL. 32904
(321) 768-8110

SHEET 1 OF 1

SCALE: 1" = 20'



VE-13-2020

City of Palm Bay

SEP 18 2020

Lot Drainage & Driveway



PUBLIC WORKS DEPARTMENT

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: pwpermitting@palmbayflorida.org

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 then 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 and time 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 (Please print): Brian Murphy

Address: 306 Bali St SE.

City: Palm Bay Zip Code: 32909

Phone Number: 321-537-1711 Business Phone Number: _____

Fax Number: _____ Email: _____

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 13, Block 407, Pma 10

Section: 06 Township: 29S Range: 37E

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: Install inground pool with 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? ☒ 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 MURPHY.BRIAN.S.1245146 392 Digitally signed by MURPHY.BRIAN.S.1245146392 Date: 2020.09.18 10:23:12 -04'00' Date 09/18/2020

Printed Name of Applicant Brian Murphy

ORDINANCE 2020-73

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 13, BLOCK 407, PORT MALABAR UNIT 10, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 18, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brian Murphy has requested the City of Palm Bay, Florida, to vacate a portion of a certain public utility and drainage easement, which portion is legally described herein, and

WHEREAS, the vacation and abandonment of said portion of the public utility and drainage easement will neither adversely affect nor benefit the public.

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the rear public utility and drainage easement located within Lot 13, Block 407, Port Malabar Unit 10, according to the plat thereof as recorded in Plat Book 15, Page 18, of the Public Records of Brevard County, Florida, Section 06, Township 29S, Range 37E, being more particularly described as follows:

Commence at the southwest corner of said Lot 13 and run N 00°28'45" E along the west line of said Lot 13, a distance of 20.00 feet; thence S 89°31'15" E, a distance of 6.00 feet to the Point of Beginning of the herein described easement; thence continue S 89°31'15" E, a distance of 68.04 feet; thence S 00°28'45" W, a distance of 10.00 feet; thence N 89°31'15' W, a distance of 68.04 feet; thence N 00°28'45" E, a distance of 10.00 feet to the Point of Beginning; containing 680 square feet or 0.02 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- , 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: Brian Murphy
Case: VE-13-2020

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: Frank Watanabe, Public Works Director/City Engineer

DATE: 10/15/2020

RE: Ordinance 2020-74, vacating a portion of the rear public utility and drainage easement located within Lot 7, Block 1677, Port Malabar Unit 37 (Case VE-14-2020, Carmen Torres), first reading.

Carmen Torres has submitted an application to vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 710 square feet, more or less of Lot 7, Block 1677, Port Malabar Unit 37, according to the Plat thereof, as Recorded in Plat Book 20, Pages 2-10, 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 for Consideration per the recommendation section on Staff Report.

ATTACHMENTS:

Description

Staff Report VE-14-2020

Ordinance 2020-74



DATE: October 2, 2020
CASE #: VE-14-2020

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: To vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easement, thereof containing 710 square feet more or less of Lot 7, Block 1677, Port Malabar Unit 37, according to the Plat thereof, as Recorded in Plat Book 20, Pages 2-10, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

LOCATION: 338 Gephart Street SW
(Lot 7, Block 1677, Port Malabar Unit 37)

APPLICANT: Carmen Torres

SITE DATA

PRESENT ZONING: RS-2 – Single-Family Residential

AREA OF VACATING: 710 square feet, more or less

ADJACENT ZONING & LAND USE:	N	RS-2 – Single-Family Residential
	E	RS-2 – Single-Family Residential
	S	100' wide Melbourne Tillman Drainage Canal #48
	W	RS-2 – Single-Family Residential

STAFF ANALYSIS:

To vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easement, thereof containing 710 square feet more or less of Lot 7, Block 1677, Port Malabar Unit 37, according to the Plat thereof, as Recorded in Plat Book 20, Pages 2-10, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

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

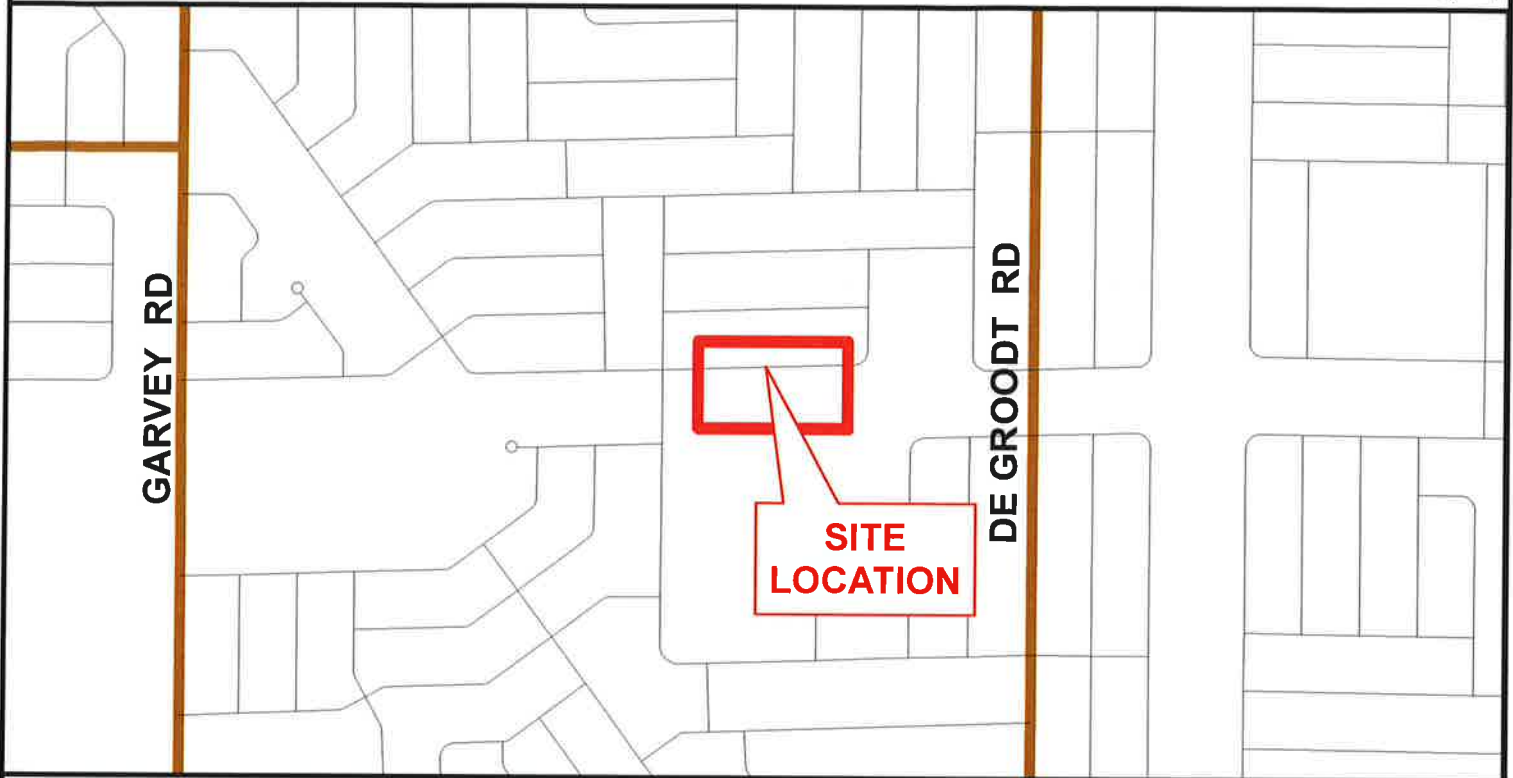
The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

Staff has no adverse comments regarding removal of the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easement, thereof containing 710 square feet more or less of Lot 7, Block 1677, Port Malabar Unit 37, according to the Plat thereof, as Recorded in Plat Book 20, Pages 2-10, 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 September 28, 2020.

VE-14-2020

0 25 50 100
Feet
1 inch = 100 feet



GEPHART STREET
(50' R/W)

City of Palm Bay

SEP 29 2020

Lot Drainage & Driveway

LOT 6
BLOCK 1677

LOT 7
BLOCK 1677

LOT 8
BLOCK 1677

LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°36'12"E	10.00'
L2	N01°36'12"W	10.00'

POINT OF BEGINNING

N88°23'48"E 71.03'

SUBJECT EASEMENT 710 SQUARE FEET

S88°23'48"W 71.03'

S88°23'48"W (B.B.)

83.03'

POINT OF
COMMENCEMENT

SOUTHWEST CORNER OF
LOT 7, BLOCK 1677,
PORT MALABAR UNIT THIRTY SEVEN
(PLAT BOOK 20, PAGES 2-10)

**MELBOURNE TILLMAN
DRAINAGE DISTRICT
CANAL No. 17**

DESCRIPTION: A PORTION OF A 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING WITHIN LOT 7, BLOCK 1677, PORT MALABAR UNIT THIRTY SEVEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGES 2-10, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 7 AND RUN NORTH 01°36'12" WEST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°23'48" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE NORTH 88°23'48" EAST, A DISTANCE OF 71.03 FEET; THENCE SOUTH 01°36'12" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°23'48" WEST, A DISTANCE OF 71.03 FEET; THENCE NORTH 01°36'12" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 710 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

SKETCH OF DESCRIPTION

JOB # 34229

DATE: 07-28-20
SECTION 12, TOWNSHIP 28S, RANGE 36E

L.B. #6623

1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.

ANDREW W. POWSHOK
P.L.S. No. 5386

3970 MINTON ROAD
WEST MELBOURNE, FL. 32904
(321) 768-8110

SHEET 1 OF 1

SCALE: 1" = 20'



VE-14-2020



City of Palm Bay

SEP 23 2020

Lot/Draft... & Driveway

PUBLIC WORKS DEPARTMENT

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: pwpermitting@palmbayflorida.org

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 then 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 and time 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 (Please print): Sarmen N. Torres

Address: 338 Sephard St. SW

City: Palm Bay FL. Zip Code: 32908

Phone Number: 321-652-6722 Business Phone Number: _____

Fax Number: _____ Email: nyt2955@aol.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 7, Block 1677, Pmel 37

Section: 29 Township: 29 Range: 36

Size of area covered by this application (calculate acreage): .24

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? ☒ 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 Carmen N. Torres Date 9-17-2020

Printed Name of Applicant Carmen N. Torres

ORDINANCE 2020-74

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 7, BLOCK 1677, PORT MALABAR UNIT 37, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 9, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Carmen Torres has requested the City of Palm Bay, Florida, to vacate a portion of a certain public utility and drainage easement, which portion is legally described herein, and

WHEREAS, the vacation and abandonment of said portion of the public utility and drainage easement will neither adversely affect nor benefit the public.

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the rear public utility and drainage easement located within Lot 7, Block 1677, Port Malabar Unit 37, according to the plat thereof as recorded in Plat Book 20, Page 9, of the Public Records of Brevard County, Florida, Section 12, Township 29S, Range 36E, being more particularly described as follows:

Commence at the southwest corner of said Lot 7 and run N 01°36'12" W, along the west line of said Lot 7, a distance of 20.00 feet; thence N 88°23'48" E, a distance of 6.00 feet to the Point of Beginning of the herein described easement; thence N 88°23'48" E, a distance of 71.03 feet; thence S 01°36'12" E, a distance of 10.00 feet; thence S 88°23'48" W, a distance of 71.03 feet; thence N 01°36'12" W, a distance of 10.00 feet to the Point of Beginning; containing 710 square feet or 0.02 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- , 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: Carmen Torres
Case: VE-14-2020

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: 10/15/2020

RE: Resolution 2020-53, granting approval of a Planned Unit Development (PUD) Preliminary Development Plan for a residential subdivision to be known as “Chaparral PUD”, which property is located west of and adjacent to Melbourne Tillman Drainage District Canal 9, in the vicinity south of Malabar Road (204.43 acres) (Case PD-24-2020, Chaparral Properties, LLC) (Quasi-Judicial Proceeding).

Chaparral Properties, LLC (Represented by Jake Wise, P.E. of CEG Engineering Group, LLC) has submitted for Preliminary Planned Unit Development approval of a 677-unit residential subdivision to be known as Chaparral PUD. This 204.43-acre phase of development is located south of and adjacent to Malabar Road SE, and west of and adjacent to the Brentwood Lakes PUD.

In 2005, the subject property was part of a larger 250-acre project that was granted Preliminary PUD approval and has since progressed through various modifications. The overall Chaparral PUD will contain multiple phases of development, and the Chaparral of Palm Bay Community Development District (CDD) approved by City Council (Ordinance 2019-08) will deliver the community development services and facilities to the overall project area. No City funds will be used to provide the basic infrastructure needed to support the development. The applicant is required to submit a specific master recreational amenity plan in the future for final PUD review. Each future phase of development within the overall project will also require final PUD approval.

Brevard County and the City Traffic Engineer have reviewed the Traffic Study for the project and concur with the requirement of two (2) traffic signals. The City and County will work together on the signal timing.

REQUESTING DEPARTMENT:
Growth Management

RECOMMENDATION:
Motion to to approve Case PD-24-2020, subject to the staff comments contained in the staff

report and the following items being submitted with a Final PUD application:

- A. A preliminary subdivision plat and a boundary & title opinion;
- B. Deed restrictions establishing development standards;
- C. Construction drawings;
- D. Specific layout and architectural drawings illustrating the Master Amenity Center;
- E. A Concurrency Determination letter from the School Board of Brevard County; and
- F. The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into all future subdivision designs.

Planning and Zoning Board Recommendation:

Unanimous approval of the request, subject to the staff recommendations within the staff report.

Planning and Zoning Board minutes are not fully transcribed at this time; the following is an excerpt:

Motion by Mr. Boerema, seconded by Mr. Hill to submit Case PD-24-2020 to City Council for Preliminary Subdivision approval of a 677-unit residential subdivision to be known as Chaparral PUD, subject to the staff comments contained in the staff report. The motion carried unanimously with members voting as follows: Mr. Weinberg, aye; Ms. Jordan, aye; Mr. Boerema, aye; Mr. Hill, aye; Ms. Maragh, aye; Mr. Warner, aye. Mr. Felix was not present.

ATTACHMENTS:

Description

Case PD-24-2020

Resolution 2020-53

Resolution 2020-53, Exhibit A

Resolution 2020-53, Exhibit B



REVISED

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Patrick J. Murphy, Assistant Growth Management Director

CASE NUMBER

PD-24-2020

PLANNING & ZONING BOARD HEARING DATE

October 7, 2020

PROPERTY OWNER & APPLICANT

Chaparral Properties, LLC
Represented by Jake Wise, P.E. of
CEG Engineering Group, LLC

PROPERTY LOCATION/ADDRESS

The project will be located south of Malabar Road SW,
and west of and adjacent to the Brentwood Lakes PUD

SUMMARY OF REQUEST

Preliminary Planned Unit Development approval for a 677-unit residential subdivision to be known as Chaparral PUD.

Existing Zoning

AU, Agricultural Residential; RR-1, Rural Residential; GU, General Use; and AGR, Agricultural – Brevard County Zoning Designations

Existing Land Use

Single Family Residential Use (Ord 2006-93)

Site Improvements

None; Cleared Land

Site Acreage

204.43 acres, more or less

SURROUNDING ZONING & USE OF LAND

North

PUD, Planned Unit Development (Chaparral Phase 1 & 2)

East

PUD, Planned Unit Development; Brentwood Lakes PUD and GU, General Use; Port Malabar Rifle & Pistol Club

South

GU, General Use (Brevard County); Undeveloped Land

West

SR, Suburban Residential (Brevard County); Malabar Lakes West; and RR-1, Rural Residential (Brevard County); Undeveloped Land

COMPREHENSIVE PLAN COMPATIBILITY

Yes and No: The 602 single-family lots are permitted, via the SFR future land use designation and Ordinance 2006-93. However, the proposed 75 townhome units will require an amendment to the City's Comprehensive Plan Future Land Use Map.

BACKGROUND:

The overall project will be located south of and adjacent to Malabar Road SE, and west of and adjacent to the Brentwood Lakes PUD. Specifically, the property is a portion of Tax Parcel 1, all of Tax Parcels 751, 752, and 753, Section 4; and Tax Parcels 3 and 4, Section 9. All parcels are in Township 29 south, Range 36 east, Brevard County, Florida. This Preliminary PUD request includes approximately 204.43 acres of land.

Back in 2005 the subject property was part of a larger project (250 acres) that was granted Preliminary PUD approval, with conditions, to consist of 730 residential units (PUD-13-2005). The applicant also requested an amendment of the Comprehensive Plan Future Land Use Map to assign the designation of Single-Family Residential Use. The land use request was approved via Ordinance No. 2006-93. The future land use approval has no expiration date.

The Chaparral project was then modified in 2007 to increase the overall residential count to 850 units (PUD-5-2007). The developer had one (1) year by which to receive Final PUD approval. A series of House Bill, Senate Bill, and City Council extensions were granted over the years, but ultimately, the Preliminary PUD status expired on June 5, 2017.

On October 3, 2017 City Council approved the Final PUD for Chaparral Phase 1 (Ordinance 2017-63) at RCM 2017-27. The approval applied PUD zoning to the north 28.75 acres of the overall property. In the SE portion of this phase of development was a future development tract (Tract A). Chaparral Phase 2 (Tract A from Phase 1), is a Final PUD request to develop 27 single-family home sites and a stormwater management tract upon a 13-acre portion of Phase 1. Phase 2 is scheduled to be heard by City Council on October 1, 2020.

The current request is for Preliminary PUD upon the remainder of the overall Chaparral project. The applicant is Chaparral Properties, LLC. They are represented by their Civil Engineer, Mr. Jake Wise P.E. of CEG Engineering Group, LLC.

ANALYSIS:

Chaparral PUD will eventually contain multiple "PODs" or phases of development, within an overall PUD. Vehicular access to the subdivision(s) will be from Malabar Road only, with the new entrance to align with Wisteria Avenue NW. The first two (2) phases of development have been designed to stand on their own and are currently under construction. Right-of-way dedication for the widening of Malabar Road was accounted for in the Phase 1 design.

The development included in this request will extend Abilene Drive SW, which is the main road that will run north-south thru the overall project and connect to six (6) additional pods of housing types. 5 of the 6 pods will contain a total of 602 single-family lots that vary in width from 40-50', with each having a depth of 110'. The last pod, in the far SE corner of the site, will include 75 townhomes. This pod will require a Future Land Use map amendment.

Sanitary sewer is currently gravity-fed to an existing lift station in Phase 1 (Tract LS-1), which was designed to also provide service for the Phase 2 lots. Public water and sewer will be extended from the existing connections in the current development, as the future pods are approved for Final PUD and begin construction.

Interconnected wet detention ponds will serve as stormwater treatment for all phases or pods of development, with an overflow structure that discharges to Melbourne-Tillman Canal No. 9 to the east and Melbourne-Tillman Canal No. 59 to the west. Specific stormwater treatment system designs for each phase will be provided upon each Final PUD submittal and all systems will tie into a master system for the overall project.

The internal road network will be designed to meet city standards but will be maintained by the ~~Homeowner's Association (HOA). The~~ >>the<< Chaparral of Palm Bay Community Development District (CDD) >>, which<< was approved by City Council via Ordinance 2019-08. The CDD will deliver the community development services and facilities to the overall project area. No City funds will be used to provide the basic infrastructure needed to support the development.

Section 185.065 of the City's Code of Ordinances requires a Planned Unit Development to permanently set aside and designate on the site plan recreational and/or open space for use by residents of the PUD. Such useable space shall in the form of active or passive recreation areas. Common open space shall be improved to the extent necessary to complement the residential uses and may contain compatible and complimentary structures for the benefit and enjoyment of the residents of the PUD.

The Preliminary PUD subdivision plan provides a breakdown showing that the minimum set aside of 25% of the acreage of the PUD has been met by a series of pocket parks, a linear trail, master amenity area, and a portion of the stormwater ponds. In the General Statement of this plan is the following: "The Master Amenity is proposed to begin construction after issuance of the 269th residential certificate of occupancy and completed within 18 months of commencement". This would equal, approximately, the build-out of the 4th phase (or pod) of development – the area located north of the master amenity.

However, it shall be noted that no specific development of this master amenity has been shown or provided. Therefore, the specific recreational amenity will need to be submitted and reviewed as a future, Final PUD request; either a stand-alone PUD or as part of a phase of development. At that time, the Planning and Zoning Board and City Council shall consider the degree of departure of the proposed PUD from the surrounding residential areas in terms of character and density. That is, the Board and Council shall decide if the master amenity is designed to provide the recreational benefits not otherwise found on the smaller lot types proposed by this development.

The City of Palm Bay's Intergovernmental Coordination Element (ICE-1.1A) establishes coordination between the City and appropriate jurisdictions regarding development approvals. The subject property will access a section of Malabar Road that is within the jurisdictional ownership and maintenance responsibilities of Brevard County. Thus, the PUD request was forwarded to this agency. Review comments from the County are:

"The results of the traffic study submitted by the Applicant recommend signalization at the intersection of Malabar Road at the St. Johns Heritage Parkway, and at the intersection of Malabar Road with the entrance to the Chaparral PUD/project. These signals are recommended to be installed at the completion of the Phase 1 improvements, in order to meet the Level of Service (LOS) criteria. Due to the proximity of the recently installed traffic signal at the entrance to the Brentwood Lakes PUD, and the two (2) additional traffic signals identified in this study, it is further recommended that signal coordination and a communication network shall be made a part of this development".

The City's Traffic Engineer has reviewed the traffic study and concurs with the County's assessment regarding the need for the two (2) traffic signals, and that the City and County will work together on signal timing. It shall be noted that Phase 1 is identified in the Traffic Study to be the initial 275 single-family residential units.

Lastly, technical staff review comments are attached to this report.

CONDITIONS:

In order to receive Preliminary Planned Unit Development approval, the proposal must meet the requirements of Section 185.066 of the City of Palm Bay's Code of Ordinances. Upon review, it appears that the request is in conformance with the applicable requirements of this section, subject to the following items being submitted with a Final PUD application:

- A. A preliminary subdivision plat and a boundary & title opinion;
- B. Deed restrictions establishing development standards;
- C. Construction drawings;
- D. Specific layout and architectural drawings illustrating the Master Amenity Center;
- E. A Concurrency Determination letter from the School Board of Brevard County; and
- F. The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into all future subdivision designs.

STAFF RECOMMENDATION:

Case PD-24-2020 is recommended for approval, subject to the staff comments contained in this report.

TECHNICAL COMMENTS

CASE PD-24-2020 – CHAPARRAL OVERALL PUD

BREVARD COUNTY (Jeffrey Ball, Planning and Zoning Manager):

1. The results of the traffic study recommended signalization of intersections of Malabar Road at the St. Johns Heritage Parkway and at Wisteria Avenue/Project Driveway prior to completion of Chaparral Residential Phase 1 in order to meet LOS criteria. Due to the number of signals and proximity to the recently installed traffic signal at Bending Branch Lane/Krassner Drive, signal coordination and a communication network will be required as part of this development.
2. The PUD is proposing improvements within the flood zone X and AE floodplains. Please ensure no adverse impacts offsite. County will want to review how they mitigate impacts to Malabar Lakes West (Unincorporated Brevard County) and Allison Drive (BC ROW).

PUBLIC WORKS (Natalie Shaber, Engineer II):

1. The stormwater management system shall meet all of the performance and design standards of Ch. 174, especially subsections 174.066, 174.067 and 174.068 of the City's Code of Ordinances. Operation of the stormwater management system shall be the responsibility of the HOA, however emergency easements shall be dedicated to the City over the stormwater management system.
2. Zone AE: SS174.068(F) - To protect against damage by building in an area, the whole or part of which is subject to flooding, until the area is filled to the base flood elevation after settlement, as shown on the flood insurance rate map and/or the flood hazard boundary map with amendments; or elevate the structures such that the finished habitable floors are built to or above the applicable base flood elevation as shown on the flood insurance rate map and/or the flood hazard boundary map with amendments and have met the requirements of this chapter.
3. Storage shall be provided in the stormwater management system to mitigate for stormwater storage lost by filling the area located in Zone AE. This shall be provided on a 'cup for cup' basis.

UTILITIES (Christopher Little, Utilities Director):

The Utilities Department has no objection to the proposed 602 single-family residential units and 75 town homes PUD.

Upon development of the site, the following shall apply for connection to the City's Water and Sewer Utilities System:

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water & sewer system. [§ 200.11(D)(1) – On-Site Facilities]
2. The applicant/owner may be required to extend and/or loop service from the On-Site Facilities to the existing water and sewer connection points. [§ 200.11(D)(2) – Off-Site Facilities].
3. The applicant/owner will be responsible for the property's hydraulic share for the new utilities required to serve the development. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [§ 200.11(D) & (E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available by request, identify proposed mainline extensions with the City's current pipe sizing requirements.
4. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.
5. All utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utility Departments Policies, Procedures and Standards Handbook and the Standard Detail Drawings. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

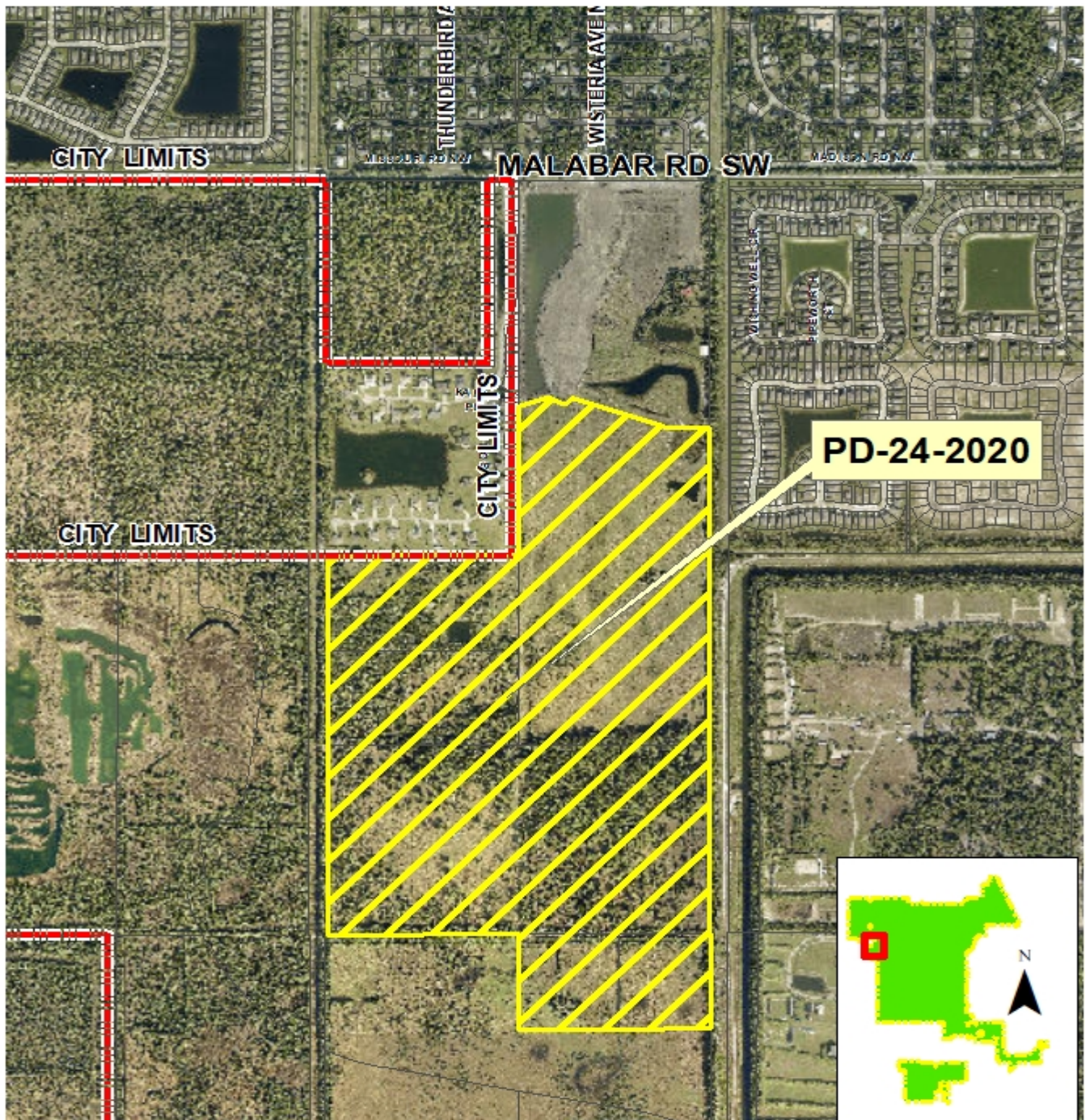
FIRE PREVENTION (Christopher Childs, Firefighter/EMT):

No Comments.

LAND DEVELOPMENT (James Williams, Flood Plain Administrator):

The southern portion of project site is in a Special Flood Hazard Area (SFHA) flood zone AE. Any development in the SFHA will require a FEMA "Conditional Letter of Map Amendment" (CLOMA) that approves the PUD plans upon completion to be rezoned to Flood zone X. Upon completion of a PUD or Phase, a "Letter of Map Revision" (LOMR) removing the entire PUD or Phase from the SFHA is required.

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



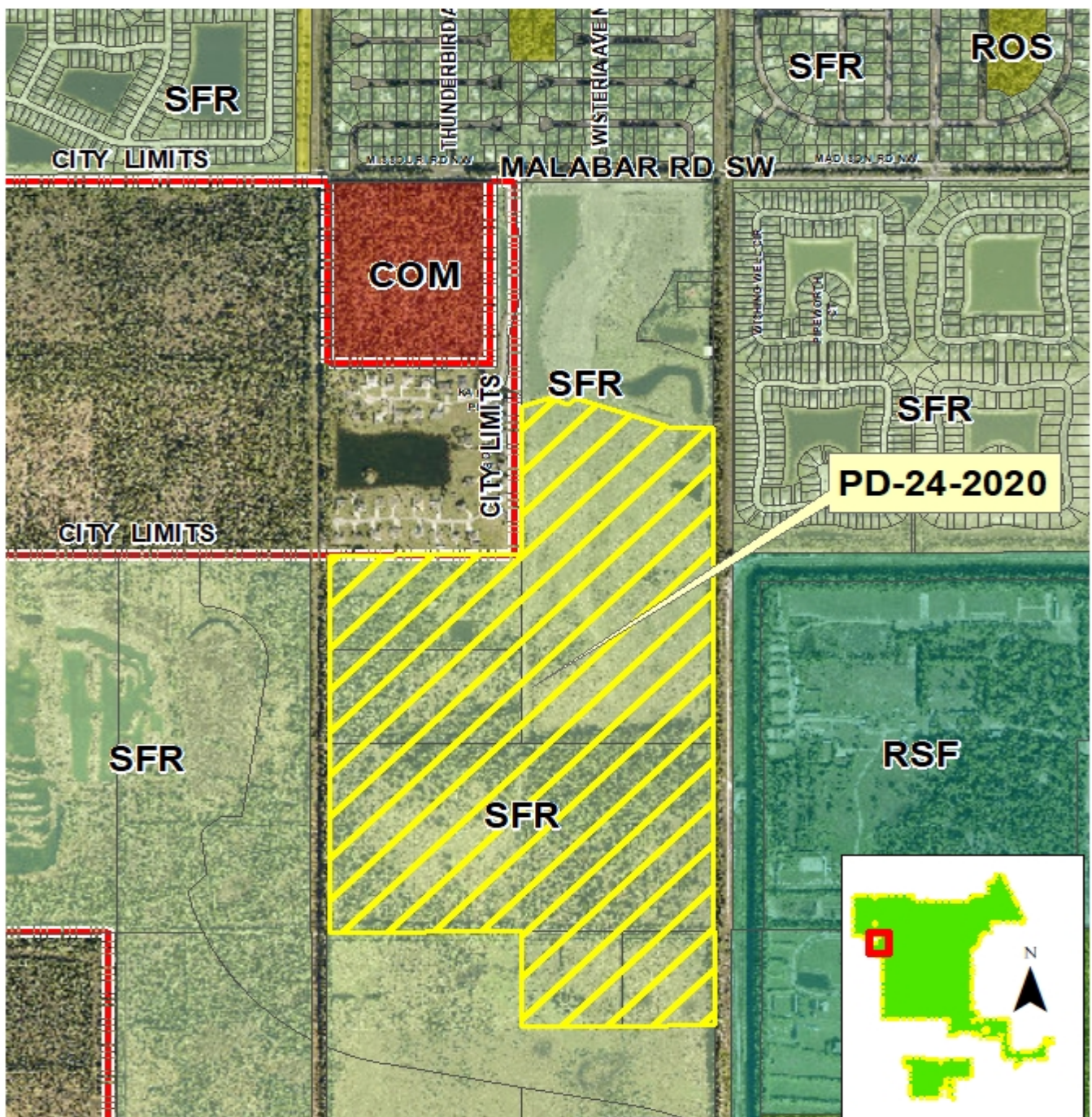
AERIAL LOCATION MAP CASE PD-24-2020

Subject Property

South of Malabar Road SW and west of Brentwood Lakes Subdivision



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



FUTURE LAND USE MAP

CASE PD-24-2020

Subject Property

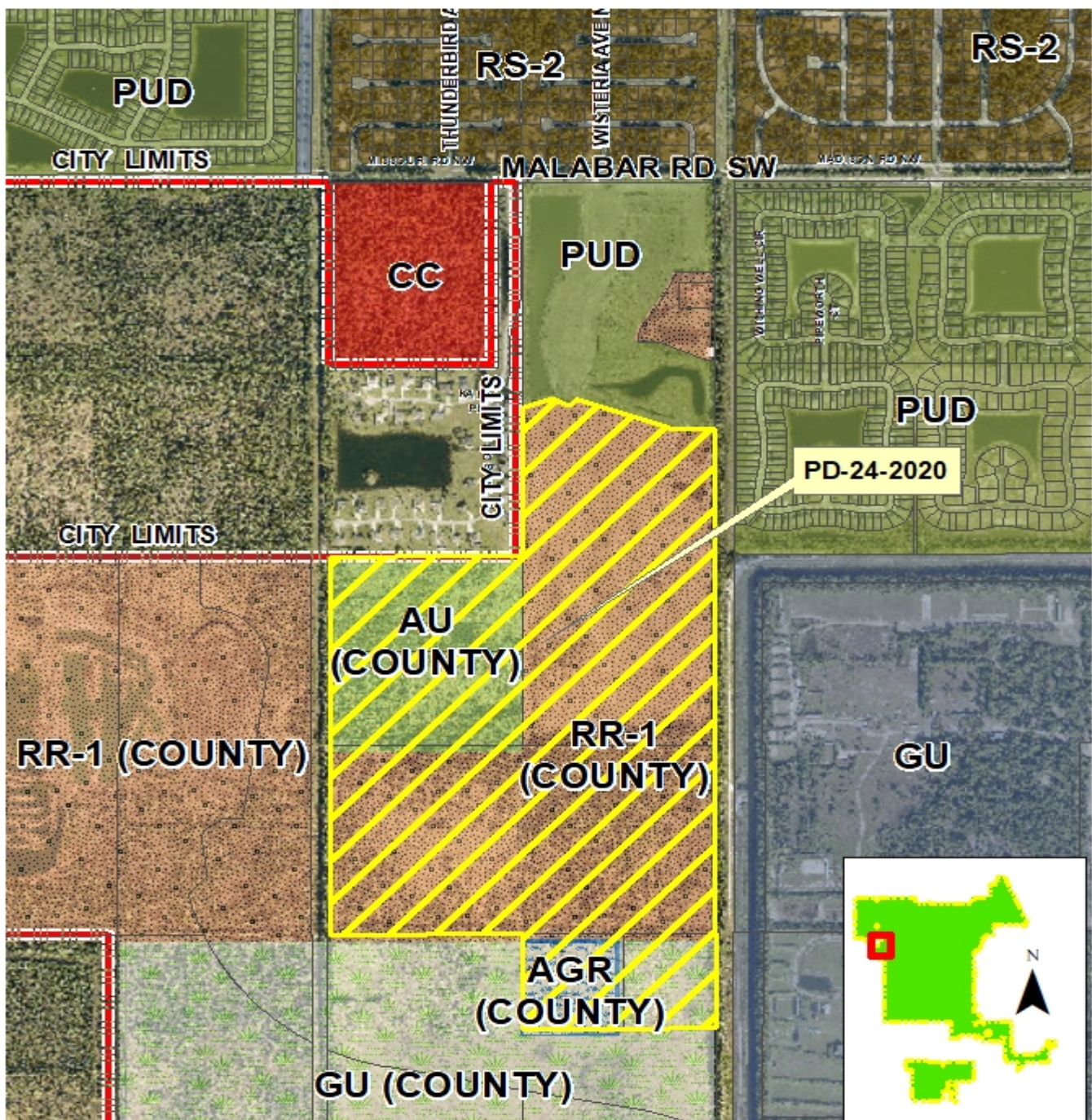
South of Malabar Road SW and west of Brentwood Lakes Subdivision

Future Land Use Classification

SFR – Single Family Residential Use



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP

CASE PD-24-2020

Subject Property

South of Malabar Road SW and west of Brentwood Lakes Subdivision

Current Zoning Classification

Brevard County Designations: RR-1, AU, GU and AGR



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

Landdevelopmentweb@palmbayflorida.org

PRELIMINARY DEVELOPMENT PLAN APPLICATION

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

APPLICATION TYPE:

☒ **PUD**

Planned Unit Development
(Section 185.060)

☐ **PMU**

Parkway Mixed Use District
(Preliminary Design Plan)
(Section 185.057)

☐ **PCRD**

Planned Community
Redevelopment District
(Section 185.055)

☐ **RAC**

Regional Activity Center District
(Preliminary Concept Plan)
(Section 185.056)

PROPOSED DEVELOPMENT NAME Chaparral Subdivision- Overall Master

PARCEL ID Brevard County Parcel IDs 29-36-04-00-1; 29-36-04-00-751; 29-36-04-00-753; 29-36-04-00-752; 29-36-09-00-4; 29-36-09-00-3

TAX ACCOUNT NO. 2903859; 2903866; 2903868; 2903867; 2963407; 2960819

LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:

See attached and separate Chaparral Preliminary PUD Application narrative for explanation of property encumbered by this PUD Application

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): +/- 204.43*

TOTAL LOTS PROPOSED (list by use): 602 single family residential units & 75 townhomes*

* See separate Chapparral PUD Application narrative for description of acreage and total lots

DEVELOPER Chaparral Properties, LLC

Full Address 2502 N Rocky Point Drive; Suite 1050; Tampa, FL 33607

Telephone 813-288-8178 Email Marc@metrodevelopmentgroup.com & betsey@metrodg.com

ENGINEER Jake Wise, PE- Construction Engineering Group, LLC

Full Address 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone 321- 610-1760 Email jwise@cegengineering.com

SURVEYOR AAL Land Surveyors

Full Address 3970 Minton Road, West Melbourne, FL 32904

Telephone 321-768-8110 Email aal@aalsurvey.com

**CITY OF PALM BAY, FLORIDA
PRELIMINARY DEVELOPMENT PLAN APPLICATION
PAGE 2 OF 3**

PRELIMINARY PLAN CRITERIA FOR SUBMITTAL:

TWO (2) COPIES OF THE FOLLOWING EXHIBITS SHALL BE ATTACHED TO THE PRELIMINARY APPLICATION. THE EXHIBITS SHALL ALSO BE PROVIDED ON MEMORY DRIVE.

- A) Vicinity map clearly outlining subject property and showing the relationship between the site and its surrounding area including adjacent streets and thoroughfares.
- B) Preliminary Development Plan that shall contain maps, drawings and narrative, as appropriate, providing the following information:
 - 1) A general plan for the use of all lands within the proposed development. Such plans shall indicate the general location of residential areas (including maximum density and unit types), open space, parks, passive or scenic areas, and nonresidential areas (including maximum building square footage or other intensity maximums).
 - 2) Proposed name or title of project, the name of the engineer, architect, and developer.
 - 3) North arrow, scale (1 inch = 200 feet or larger), date and legal description of the proposed site.
 - 4) Boundaries of tract shown with bearings, distances, closures, and bulkhead liner. All existing easements, section lines, and all existing streets and physical features in and adjoining the project, and the existing zoning.
 - 5) Proposed parks, school sites, or other public or private open space.
 - 6) Off-street parking, loading areas, driveways and access points.
 - 7) Site data including tabulation of the total number of gross acres in the project, the acreage to be devoted to each of the several types of primary residential and secondary non-residential uses, and the total number of dwelling units, the maximum height of all structures, the minimum setbacks of all structures (and parking areas) and the total area of pervious and impervious surfaces.
 - 8) Delineation of phased development, if applicable.
 - 9) Proposed means of drainage for the site.
- C) A plan of vehicular and pedestrian circulation showing the general locations and right-of-way widths of roads, sidewalks, the capacity of the system and major access points to the external and internal thoroughfare network.
- D) Schematic drawing of the elevation and architectural construction of the proposed primary and secondary nonresidential structures.
- E) A Traffic Study meeting generally accepted engineering practices examining the impact of the proposed development on the surrounding roadway network. (If applicable)
- F) Narrative describing in detail how the proposed Preliminary Development Plan meets the requirements of the Land Development Code and the Palm Bay Comprehensive Plan.

ADDITIONAL CONDITIONS MUST BE MET AND INCORPORATED INTO THE SITE PLAN FOR THE SPECIFIC TYPE OF DEVELOPMENT REQUESTED (PUD, PMU, PCRD, RAC). The additional criteria are listed in the Code of Ordinances and available from staff.

CITY OF PALM BAY, FLORIDA
PRELIMINARY DEVELOPMENT PLAN APPLICATION
PAGE 3 OF 3

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS PRELIMINARY DEVELOPMENT PLAN APPLICATION:

- ☒ *A \$1,000.00 application fee shall accompany the Development Plan application for the purposes of administration. Make check payable to "City of Palm Bay."
- ☒ Vicinity Map (see Item A).
- ☒ Preliminary Development Plan (see Item B).
- ☒ Vehicular and Pedestrian Circulation Plan (see Item C).
- ☐ N/A Schematic Drawing (see Item D).
- ☒ Traffic Study (see Item E).
- ☒ Narrative (see Item F).
- ☒ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at 321-633-2060.)
- ☒ Citizen Participation Plan. Refer to Section 169.005 of the Land Development Code for guidelines.
- ☒ School Board of Brevard County School Impact Analysis Application (if applicable).
- ☒ Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines.
- ☒ **Where property is not owned by the applicant**, a letter must be attached giving the notarized consent of the owner to the applicant to apply for the preliminary development plan.

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

UNDER PENALTIES OF PERJURY, I ~~DECLARE~~ **DECLARE** THAT I HAVE READ THE FOREGOING PRELIMINARY DEVELOPMENT PLAN APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant  Date 9-4-20

Printed Name of Applicant Jake Wise, PE- Construction Engineering Group, LLC

Full Address 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone 321- 610-1760 Email jwise@cegengineering.com

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

9-3, 20 20

Re: Letter of Authorization

As the property owner of the site legally described as:

Brevard County Parcel IDs 29-36-04-00-1; 29-36-04-00-751; 29-36-04-00-753;
29-36-04-00-752; 29-36-09-00-4; 29-36-09-00-3

I, Owner Name: John M. Ryan, Manager of Chaparral Properties, LLC

Address: 2502 N Rocky Point Drive; Suite 1050; Tampa, FL 33607

Telephone: 813-288-8178

Email: Marc@metrodevelopmentgroup.com & betsey@metrodg.com

hereby authorize:

Representative: Jake Wise, PE- Construction Engineering Group, LLC

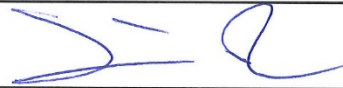
Address: 2651 W Eau Gallie Blvd; Suite A; Melbourne, FL 32935

Telephone: 321-610-1760

Email: jwise@cegengineering.com

to represent the request(s) for:

Preliminary Development Plan



(Property Owner Signature)

John M. Ryan, Manager

STATE OF

Florida

COUNTY OF

Hillsborough

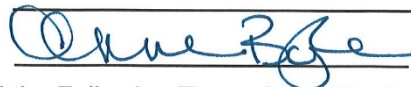
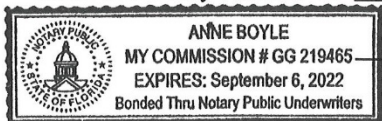
The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 3 day of September, 20 20 by

John M. Ryan

, property owner.



☒ Personally Known or ☐ Produced the Following Type of Identification:



, Notary Public

LEGAL DESCRIPTION:

PARCEL 1:
LANDS IN SECTIONS 4 AND 9 OF TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AS FOLLOWS: THE FOLLOWING LAND IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA: THE EAST 1/2 OF THE NORTHEAST 1/4; AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4; LESS AND EXCEPT THE FOLLOWING FIVE (5) TRACTS:
TRACT 1:
THE NORTH 33 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4; AND
TRACT 2:
THE EAST 65 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4; AND
TRACT 3:
THE EAST 65 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; AND
TRACT 4:
THE EAST 65 FEET AND WEST 64 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4; AND
TRACT 5:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 673.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 65.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE-TILLMAN DRAINAGE DISTRICT C-9 CANAL AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED: THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 628.82 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, A DISTANCE OF 56.65 FEET; THENCE NORTH 66 DEGREES 20 MINUTES 23 SECONDS WEST A DISTANCE OF 54.65 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 28 DEGREES 54 MINUTES 19 SECONDS EAST A DISTANCE OF 75.54 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 18 SECONDS WEST A DISTANCE OF 191.60 FEET; THENCE NORTH 67 DEGREES 02 MINUTES 12 SECONDS WEST A DISTANCE OF 230.09 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 32 SECONDS WEST A DISTANCE OF 171.62 FEET; THENCE SOUTH 35 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 44.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 36 SECONDS", A CHORD LENGTH OF 93.98 FEET AND A CHORD BEARING OF SOUTH 17 DEGREES 38 MINUTES 17 SECONDS WEST), A DISTANCE OF 95.48 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00 DEGREES 00 MINUTES 31 SECONDS EAST A DISTANCE OF 23.81 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 29 SECONDS EAST A DISTANCE OF 120.60 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 23 SECONDS WEST A DISTANCE OF 281.39 FEET TO THE POINT OF BEGINNING.
TOGETHER ALSO WITH A 60 FOOT WIDE DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 673.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 65.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE-TILLMAN DRAINAGE DISTRICT C-9 CANAL; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 439.75 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 60.08 FEET THENCE NORTH 87 DEGREES 06 MINUTES 38 SECONDS WEST A DISTANCE OF 70.27 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 18 SECONDS WEST A DISTANCE OF 60.08 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 38 SECONDS EAST, A DISTANCE OF 70.26 FEET TO THE POINT OF BEGINNING.
PARCEL 7 (EASEMENT PARCEL):
TOGETHER ALSO WITH A 30 FOOT WIDE DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 673.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 65.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE-TILLMAN DRAINAGE DISTRICT C-9 CANAL; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 628.82 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 20 SECONDS WEST A DISTANCE OF 56.65 FEET; THENCE NORTH 66 DEGREES 20 MINUTES 23 SECONDS WEST A DISTANCE OF 54.65 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST A DISTANCE OF 135.60 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 31 SECONDS WEST A DISTANCE OF 23.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 36 SECONDS, A CHORD LENGTH OF 103.07 FEET AND A CHORD BEARING OF NORTH 17 DEGREES 38 MINUTES 17 SECONDS EAST), A DISTANCE OF 104.72 FEET TO THE END OF SAID CURVE; THENCE NORTH 35 DEGREES 17 MINUTES 05 SECONDS EAST A DISTANCE OF 146.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 26 MINUTES 14 SECONDS, A CHORD LENGTH OF 283.39 FEET AND A CHORD BEARING OF NORTH 27 DEGREES 33 MINUTES 58 SECONDS EAST), A DISTANCE OF 284.25 FEET TO A NON-TANGENT INTERSECTION WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 252.74 FEET TO THE POINT OF BEGINNING AND
THE FOLLOWING LAND IN SECTION 9, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA:
THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; LESS AND EXCEPT THE FOLLOWING ONE (1) TRACT:
THE EAST 52 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4
PARCEL 2:
THE FOLLOWING LAND IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA:
THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; LESS AND EXCEPT THE FOLLOWING ONE (1) TRACT:
THE WEST 64 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4
PARCEL 3:
THE FOLLOWING LAND IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA:
THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; LESS AND EXCEPT THE FOLLOWING ONE (1) TRACT:
THE WEST 64 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4
PARCEL 4:
THE FOLLOWING LAND IN SECTION 9, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA: THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4
PARCEL 5 (EASEMENT PARCEL):
TOGETHER WITH A CONVEYANCE AND STORMWATER EASEMENT DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 673.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 65.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE-TILLMAN DRAINAGE DISTRICT C-9 CANAL; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 628.82 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 20 SECONDS WEST A DISTANCE OF 56.65 FEET; THENCE NORTH 66 DEGREES 20 MINUTES 23 SECONDS WEST A DISTANCE OF 54.65 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST A DISTANCE OF 135.60 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 31 SECONDS WEST A DISTANCE OF 23.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 36 SECONDS, A CHORD LENGTH OF 103.07 FEET AND A CHORD BEARING OF NORTH 17 DEGREES 38 MINUTES 17 SECONDS EAST), A DISTANCE OF 104.72 FEET TO THE END OF SAID CURVE; THENCE NORTH 35 DEGREES 17 MINUTES 05 SECONDS EAST A DISTANCE OF 146.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 21 MINUTES 07 SECONDS, A CHORD LENGTH OF 24.89 FEET AND A CHORD BEARING OF NORTH 34 DEGREES 36 MINUTES 32 SECONDS EAST), A DISTANCE OF 24.89 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.78 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 03 MINUTES 07 SECONDS AND HAVING A CHORD LENGTH OF 37.78 FEET AND A CHORD BEARING OF NORTH 32 DEGREES 54 MINUTES 25 SECONDS EAST, TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 19 DEGREES 39 MINUTES 48 SECONDS WEST, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 86.39 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 32 SECONDS WEST A DISTANCE OF 30.47 FEET; THENCE NORTH 19 DEGREES 39 MINUTES 48 SECONDS WEST A DISTANCE OF 68.77 FEET TO THE POINT OF BEGINNING...



CONSTRUCTION
ENGINEERING
GROUP

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license #0008087

CHAPARRAL PUD
MALABAR ROAD
PALM BAY, FL

LEGAL DESCRIPTION

DATE
9-3-20

COUNTY
BREVARD

APPROVED BY
WISE

SCALE
NTS

THIS SHEET
FIG-1B

LEGAL DESCRIPTION (CONTINUED):

PARCEL B (EASEMENT PARCEL):

TOGETHER ALSO WITH A 15 FOOT WIDE LANDSCAPE EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 673.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 65.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE-TILLMAN DRAINAGE DISTRICT C-9 CANAL; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 628.82 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS WEST A DISTANCE OF 56.85 FEET; THENCE NORTH 66 DEGREES 20 MINUTES 23 SECONDS WEST A DISTANCE OF 336.04 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST A DISTANCE OF 120.60 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 31 SECONDS WEST A DISTANCE OF 23.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE; (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 36 SECONDS, A CHORD LENGTH OF 103.07 FEET AND A CHORD BEARING OF NORTH 17 DEGREES 38 MINUTES 17 SECONDS EAST), A DISTANCE OF 104.72 FEET TO THE END OF SAID CURVE; THENCE NORTH 35 DEGREES 05 MINUTES 05 SECONDS EAST A DISTANCE OF 146.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 43 MINUTES 43 SECONDS, A CHORD LENGTH OF 228.52 FEET AND A CHORD BEARING OF NORTH 29 DEGREES 02 MINUTES 13 SECONDS EAST), A DISTANCE OF 230.08 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 67 DEGREES 12 MINUTES 38 SECONDS EAST, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 15.00 FEET TO NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1070.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 29 MINUTES 43 SECONDS, A CHORD LENGTH OF 232.89 FEET AND A CHORD BEARING OF SOUTH 29 DEGREES 02 MINUTES 13 SECONDS WEST), A DISTANCE OF 233.35 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 146.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 36 SECONDS, A CHORD LENGTH OF 93.98 FEET AND A CHORD BEARING OF SOUTH 17 DEGREES 38 MINUTES 17 SECONDS WEST), A DISTANCE OF 95.48 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00 DEGREES 00 MINUTES 31 SECONDS EAST A DISTANCE OF 23.81 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PHASE 1:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, AND RUN SOUTH 89°49'35" WEST ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 65.00 FEET; THENCE SOUTH 00°00'32" EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°00'32" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 640.00 FEET; THENCE RUN ALONG THE NORTH, WESTERLY AND SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5465, PAGE 3836, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR THE FOLLOWING EIGHT (8) CALLS: SOUTH 89°48'58" WEST, A DISTANCE OF 252.69 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 15°26'44", AND A RADIAL BEARING OF NORTH 70°09'39" WEST, THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 284.40 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 35°17'05" WEST, A DISTANCE OF 146.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 35°17'36", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 104.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'31" EAST, A DISTANCE OF 23.81 FEET; THENCE NORTH 89°59'29" EAST, A DISTANCE OF 135.60 FEET; THENCE SOUTH 66°20'23" EAST, A DISTANCE OF 336.04 FEET; THENCE NORTH 89°59'28" EAST, A DISTANCE OF 56.65 FEET; THENCE SOUTH 00°00'32" EAST, ALONG THE SAID WEST RIGHT OF WAY LINE OF MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 453.58 FEET; THENCE SOUTH 89°59'28" WEST, A DISTANCE OF 252.37 FEET; THENCE NORTH 71°24'42" WEST, A DISTANCE OF 681.96 FEET TO A POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF

66.00 FEET, A CENTRAL ANGLE OF 88°54'04", AND A RADIAL BEARING OF NORTH 71°24'42" WEST, THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 102.41 FEET TO THE POINT OF TANGENCY; THENCE NORTH 72°30'38" WEST, A DISTANCE OF 59.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 30°36'21", THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 21.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 76°53'02" WEST, A DISTANCE OF 201.00 FEET; THENCE NORTH 00°01'37" EAST, A DISTANCE OF 1570.05 FEET; THENCE NORTH 89°49'35" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF MALABAR ROAD, A DISTANCE OF 1255.66 FEET TO THE POINT OF BEGINNING.

PHASE 2:

TRACT A, CHAPARRAL P.U.D. PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK _____, PAGE _____, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY AND A PORTION OF LAND LYING IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, AND RUN SOUTH 00°00'32" EAST ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1302.10 FEET; THENCE SOUTH 89°59'28" WEST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°00'32" EAST ALONG THE WEST RIGHT OF WAY LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 614.99 FEET; THENCE SOUTH 89°59'28" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 23°58'55" WEST, A DISTANCE OF 81.30 FEET; THENCE NORTH 55°04'44" WEST, A DISTANCE OF 92.64 FEET; THENCE NORTH 87°05'43" WEST, A DISTANCE OF 98.45 FEET; THENCE NORTH 76°41'00" WEST, A DISTANCE OF 638.42 TO A POINT; SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 43°50'08", AND A RADIAL BEARING OF NORTH 64°45'09" EAST, THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 80.33 FEET TO THE POINT OF TANGENCY; THENCE NORTH 18°35'18" EAST, A DISTANCE OF 5.50 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID TRACT A; THENCE RUN ALONG THE WEST, NORTH AND EAST LINES OF SAID TRACT A, CHAPARRAL P.U.D. PHASE ONE FOR THE FOLLOWING TWENTY (20) CALLS: SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 14°40'21", AND A RADIAL BEARING OF SOUTH 71°24'42" EAST, THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 53.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 33°18'14", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 151.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°02'34" WEST, A DISTANCE OF 16.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 39.27 FEET TO A POINT; THENCE NORTH 00°02'34" WEST, A DISTANCE OF 50.00 FEET TO A POINT; SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A RADIAL BEARING OF NORTH 00°02'34" WEST, THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE NORTH 00°02'34" WEST, A DISTANCE OF 102.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 456.00 FEET, A CENTRAL ANGLE OF 35°04'47", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 279.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 35°02'13" EAST, A DISTANCE OF 151.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 796.00 FEET, A CENTRAL ANGLE OF 08°14'42", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 110.66 FEET; THENCE SOUTH 63°12'29" EAST, A DISTANCE OF 120.50 FEET TO A POINT; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 889.50 FEET, A CENTRAL ANGLE OF 01°04'35", AND A RADIAL BEARING OF NORTH 63°12'29" WEST, THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 16.71 FEET; THENCE SOUTH 62°07'54" EAST, A DISTANCE OF 165.50 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5465, PAGE 3836, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY; THENCE RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 5465, PAGE 3836, FOR THE FOLLOWING SEVEN (7) CALLS: SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 07°24'59", AND A RADIAL BEARING OF NORTH 62°07'54" WEST, THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 136.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 35°17'05" WEST, A DISTANCE OF 146.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 35°17'36", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 104.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'31" EAST, A DISTANCE OF 23.81 FEET; THENCE NORTH 89°59'29" EAST, A DISTANCE OF 135.60 FEET; THENCE SOUTH 66°20'23" EAST, A DISTANCE OF 336.04 FEET; THENCE NORTH 89°59'28" EAST, A DISTANCE OF 56.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.24 ACRES MORE OR LESS.



**CONSTRUCTION
ENGINEERING
GROUP**

consulting engineers

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CHAPARRAL PUD
MALABAR ROAD
PALM BAY, FL

LEGAL DESCRIPTION

DATE	9-3-20
COUNTY	BREVARD
APPROVED BY	WISE
SCALE	THIS SHEET
NTS	FIG-1C

Chaparral Preliminary PUD Application

Executive Summary

Chaparral is a master planned residential community that was previously granted Preliminary Planned Unit Development (PUD)/Preliminary Development Plan (PDP) approval by the City of Palm Bay on June 5, 2014, as extended until June 5, 2017 (the "Initial PUD Approval"). This PUD/PDP application is being filed to re-establish the overall PUD zoning on the entire property in substantially the same form as was approved on June 5, 2014. The entire PUD/PDP application property consists of:

- 1) The Phase 1A Final PUD/FDP Ordinance No. 2017-63 subsequently approved by the City on October 3, 2017 (the "Ph. 1A Final PUD Approval");
- 2) The portion of the overall PUD that will be known as Phase 2, which is currently undergoing final PUD/FDP review (File No. FD-10-2020) and has been deemed sufficient to be heard at the Planning & Zoning Board hearing on September 2, 2020 and the City Council hearing on October 1, 2020 (the "Ph. 2 Final PUD Application"); and
- 3) The remaining portion of the overall PUD that is currently not designated with PUD zoning or PDP approval (the "Remaining Phases").

Although this request includes the Ph. 1A and Ph. 2 property consistent with the Initial PUD Approval, the PUD/PDP designation is only proposed to encumber the Remaining Phases of the overall PUD that are not currently approved or in the process of review. The Remaining Phases will then subsequently file for overall or phased Final PUD/FDP approval(s) as required by the City's Land Development Code, Sec. 185.067 within one (1) year of PUD/PDP approval for the Remaining Phases, or as may be extended with the City's approval.

The entire project is approximately 246.42 acres of land located off of West Malabar Road in the City of Palm Bay, Florida. See Exhibit EX-1 for a Location and Legal Map. The entire property was annexed into Palm Bay on May 16, 2006 and is located adjacent to single family development to the east, north and west, and two existing gun ranges to the east. To the south and a portion of the west is undeveloped.

Intended Use of the Property and Justification for PUD:

As detailed in the Initial PUD Approval, the overall Chaparral PUD includes 786 total residential units including 711 single family (SF) and 75 multi-family (MF) townhome units on approximately 246.42 acres of property. As explained above, this PUD application is only proposed to encumber the Remaining Phases of the overall PUD. Therefore, the lot mix proposed in the PUD application and PDP plan is as follows:

- 1) SF Units: 711 SF in Initial PUD Approval - 82 SF in Ph. 1A Final PUD Approval – 27 SF Units in Ph. 2 Final PUD Application = 602 SF Units Proposed; and
- 2) MF Units: 75 MF consistent with Initial PUD Approval.

Consistent with the Initial PUD Approval, the multi-family/townhomes are proposed in the southeastern portion of the site adjacent to undeveloped land to the south, and will require a Comprehensive Plan and Future Land Use Map Amendment prior to development. The proposed density, as well as the density permitted in the Initial PUD Approval equates to 3.19 units per acre.



Development will minimize environmental impacts by maintaining proper preserved upland buffers. The overall property is currently a Community Development District (CDD) that was recently approved by Palm Bay on February 7, 2019 (Ordinance No. 2019-08). The project is not proposed to be gated and has extensive amenities including a mixture of traditional recreational tracts with amenities, as well as pocket parks throughout, and a linear trail system with enhanced wifi.

As detailed in the Initial PUD Approval and the Ph. 1A Final PUD Approval staff reports, this PUD application meets the requirements of Sec. 185.067 of the City's Land Development Code, subject to certain items that have or will be addressed (if applicable) as part of subsequent final PUD application, entitlement or permit submittals. Most notably subject to:

- A. A revised traffic study to be submitted with the Ph. 1/Ph. 1A Final PUD; the Traffic Impact Analysis was previously submitted for the entire PUD as part of the submittal for Phase 1A construction plans on October 30, 2018 and approved on September 16, 2019.
- B. Ph. 1A School Concurrency was previously submitted with the Ph. 1A Final PUD on June 30, 2017 and approved in the School Concurrency Availability Determination Letter (SCADL) dated August 23, 2017, as extended on July 25, 2019.
- C. Ph. 2 School Concurrency is being reviewed as part of the Ph. 2 Final PUD Application.

Also, this PUD application is consistent with the following sections of the City's Land Development Code:

- 185.062(A): Single-family detached and multi-family residential dwelling units (including apartments) in semi-detached, attached, and multi-storied structures are permitted uses within the City's PUD ordinance.
- 185.065 (A through L): Proposed development will meet all applicable PUD Land Use Regulations including, but not limited to: minimum parcel size, maximum density of 14 units per acre, 25% common recreation area and open space, minimum lot size and setbacks, structure length, minimum floor living area, off-street parking, underground utilities, and preservation of trees.

The proposed development is also consistent with the following criteria of the City's Comprehensive Plan:

- FLU-1.1E: Ensure compatibility of adjacent land use districts of different intensities by providing requirements for buffering and building setbacks in the Land Development Regulations. As detailed above, the PUD application is consistent with the buffering and building setbacks of the Land Use Regulations contained in the City's Land Development Code, Sec. 185.065.
- FLU-1.3A: The City shall continue to implement Land Development Regulations for Planned Unit Developments. The proposed rezoning for the property is Planned Unit Development and meets and/or exceeds the pertinent criteria of the PUD Land Development Regulations, Sec. 185.065 (A through L).
- FLU-2.1B: Continue to utilize Planned Unit Development (PUD) techniques to protect environmentally sensitive areas, protect amenities, and eliminate flood hazards. The site is partially located in flood zones X and AE and contains preserved historical resources with preserved upland buffers.



RESOLUTION 2020-53

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING APPROVAL FOR A PLANNED UNIT DEVELOPMENT (PUD) PRELIMINARY DEVELOPMENT PLAN OF A RESIDENTIAL SUBDIVISION TO BE KNOWN AS “CHAPARRAL PUD” IN AU (AGRICULTURAL RESIDENTIAL) (BREVARD COUNTY), RR-1 (RURAL RESIDENTIAL) (BREVARD COUNTY), GU (GENERAL USE) (BREVARD COUNTY), AND AGR (AGRICULTURAL) (BREVARD COUNTY) ZONINGS; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL 9, IN THE VICINITY SOUTH OF MALABAR ROAD, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR FILING OF THE FINAL PLANNED UNIT DEVELOPMENT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, application for Planned Unit Development (PUD) Preliminary Development Plan in AU (Agricultural Residential) (Brevard County), RR-1 (Rural Residential) (Brevard County), GU (General Use) (Brevard County), and AGR (Agricultural) (Brevard County) zonings to permit a residential subdivision to be known as “Chaparral PUD” on property legally described herein, has been made by Chaparral Properties, LLC, and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on October 7, 2020, which voted to recommend to the City Council approval of the application, and

WHEREAS, all provisions applicable to the Preliminary PUD under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

WHEREAS, the City Council of the City of Palm Bay has determined that such Preliminary PUD will neither be injurious to adjacent lands nor otherwise detrimental to the public welfare.

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

SECTION 1. The City Council of the City of Palm Bay hereby grants PUD Preliminary Development Plan approval for “Chaparral PUD” on property zoned AU (Agricultural Residential) (Brevard County), RR-1 (Rural Residential) (Brevard County), GU (General Use) (Brevard County), and AGR (Agricultural) (Brevard County), which property is legally described herein as Exhibit A.

SECTION 2. The PUD Preliminary Development Plan is granted subject to the staff comments contained in the Staff Report and the following items being submitted with a Final PUD application:

- 1) A preliminary subdivision plat and a boundary and title opinion;
- 2) Deed restrictions establishing development standards;
- 3) Construction drawings;
- 4) Specific layout and architectural drawings illustrating the Master Amenity Center;
- 5) A Concurrency Determination letter from the School Board of Brevard County;
- 6) The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into all future subdivision designs;
- 7) The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit B; and
- 8) All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

SECTION 3. The developer shall have one (1) year from the date of this resolution in which to file a Final PUD application. Failure to file said application within one (1) year shall void the PUD Preliminary Development Plan approval unless an extension for filing the Final PUD application has been granted by the City Council.

SECTION 4. 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.

ATTEST:

William Capote, MAYOR

Terese M. Jones, CITY CLERK

Applicant: Chaparral Properties, LLC

Case: PD-24-2020

cc: (date) Brevard County Recording
Applicant
Case File



REVISED

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmabayflorida.org

Prepared by

Patrick J. Murphy, Assistant Growth Management Director

CASE NUMBER

PD-24-2020

PLANNING & ZONING BOARD HEARING DATE

October 7, 2020

PROPERTY OWNER & APPLICANT

Chaparral Properties, LLC
Represented by Jake Wise, P.E. of
CEG Engineering Group, LLC

PROPERTY LOCATION/ADDRESS

The project will be located south of Malabar Road SW,
and west of and adjacent to the Brentwood Lakes PUD

SUMMARY OF REQUEST

Preliminary Planned Unit Development approval for a 677-unit residential subdivision to be known as Chaparral PUD.

Existing Zoning

AU, Agricultural Residential; RR-1, Rural Residential; GU, General Use; and AGR, Agricultural – Brevard County Zoning Designations

Existing Land Use

Single Family Residential Use (Ord 2006-93)

Site Improvements

None; Cleared Land

Site Acreage

204.43 acres, more or less

SURROUNDING ZONING & USE OF LAND

North

PUD, Planned Unit Development (Chaparral Phase 1 & 2)

East

PUD, Planned Unit Development; Brentwood Lakes PUD and GU, General Use; Port Malabar Rifle & Pistol Club

South

GU, General Use (Brevard County); Undeveloped Land

West

SR, Suburban Residential (Brevard County); Malabar Lakes West; and RR-1, Rural Residential (Brevard County); Undeveloped Land

COMPREHENSIVE PLAN COMPATIBILITY

Yes and No: The 602 single-family lots are permitted, via the SFR future land use designation and Ordinance 2006-93. However, the proposed 75 townhome units will require an amendment to the City's Comprehensive Plan Future Land Use Map.

BACKGROUND:

The overall project will be located south of and adjacent to Malabar Road SE, and west of and adjacent to the Brentwood Lakes PUD. Specifically, the property is a portion of Tax Parcel 1, all of Tax Parcels 751, 752, and 753, Section 4; and Tax Parcels 3 and 4, Section 9. All parcels are in Township 29 south, Range 36 east, Brevard County, Florida. This Preliminary PUD request includes approximately 204.43 acres of land.

Back in 2005 the subject property was part of a larger project (250 acres) that was granted Preliminary PUD approval, with conditions, to consist of 730 residential units (PUD-13-2005). The applicant also requested an amendment of the Comprehensive Plan Future Land Use Map to assign the designation of Single-Family Residential Use. The land use request was approved via Ordinance No. 2006-93. The future land use approval has no expiration date.

The Chaparral project was then modified in 2007 to increase the overall residential count to 850 units (PUD-5-2007). The developer had one (1) year by which to receive Final PUD approval. A series of House Bill, Senate Bill, and City Council extensions were granted over the years, but ultimately, the Preliminary PUD status expired on June 5, 2017.

On October 3, 2017 City Council approved the Final PUD for Chaparral Phase 1 (Ordinance 2017-63) at RCM 2017-27. The approval applied PUD zoning to the north 28.75 acres of the overall property. In the SE portion of this phase of development was a future development tract (Tract A). Chaparral Phase 2 (Tract A from Phase 1), is a Final PUD request to develop 27 single-family home sites and a stormwater management tract upon a 13-acre portion of Phase 1. Phase 2 is scheduled to be heard by City Council on October 1, 2020.

The current request is for Preliminary PUD upon the remainder of the overall Chaparral project. The applicant is Chaparral Properties, LLC. They are represented by their Civil Engineer, Mr. Jake Wise P.E. of CEG Engineering Group, LLC.

ANALYSIS:

Chaparral PUD will eventually contain multiple "PODs" or phases of development, within an overall PUD. Vehicular access to the subdivision(s) will be from Malabar Road only, with the new entrance to align with Wisteria Avenue NW. The first two (2) phases of development have been designed to stand on their own and are currently under construction. Right-of-way dedication for the widening of Malabar Road was accounted for in the Phase 1 design.

The development included in this request will extend Abilene Drive SW, which is the main road that will run north-south thru the overall project and connect to six (6) additional pods of housing types. 5 of the 6 pods will contain a total of 602 single-family lots that vary in width from 40-50', with each having a depth of 110'. The last pod, in the far SE corner of the site, will include 75 townhomes. This pod will require a Future Land Use map amendment.

Sanitary sewer is currently gravity-fed to an existing lift station in Phase 1 (Tract LS-1), which was designed to also provide service for the Phase 2 lots. Public water and sewer will be extended from the existing connections in the current development, as the future pods are approved for Final PUD and begin construction.

Interconnected wet detention ponds will serve as stormwater treatment for all phases or pods of development, with an overflow structure that discharges to Melbourne-Tillman Canal No. 9 to the east and Melbourne-Tillman Canal No. 59 to the west. Specific stormwater treatment system designs for each phase will be provided upon each Final PUD submittal and all systems will tie into a master system for the overall project.

The internal road network will be designed to meet city standards but will be maintained by the ~~Homeowner's Association (HOA). The~~ >>the<< Chaparral of Palm Bay Community Development District (CDD) >>, which<< was approved by City Council via Ordinance 2019-08. The CDD will deliver the community development services and facilities to the overall project area. No City funds will be used to provide the basic infrastructure needed to support the development.

Section 185.065 of the City's Code of Ordinances requires a Planned Unit Development to permanently set aside and designate on the site plan recreational and/or open space for use by residents of the PUD. Such useable space shall in the form of active or passive recreation areas. Common open space shall be improved to the extent necessary to complement the residential uses and may contain compatible and complimentary structures for the benefit and enjoyment of the residents of the PUD.

The Preliminary PUD subdivision plan provides a breakdown showing that the minimum set aside of 25% of the acreage of the PUD has been met by a series of pocket parks, a linear trail, master amenity area, and a portion of the stormwater ponds. In the General Statement of this plan is the following: "The Master Amenity is proposed to begin construction after issuance of the 269th residential certificate of occupancy and completed within 18 months of commencement". This would equal, approximately, the build-out of the 4th phase (or pod) of development – the area located north of the master amenity.

However, it shall be noted that no specific development of this master amenity has been shown or provided. Therefore, the specific recreational amenity will need to be submitted and reviewed as a future, Final PUD request; either a stand-alone PUD or as part of a phase of development. At that time, the Planning and Zoning Board and City Council shall consider the degree of departure of the proposed PUD from the surrounding residential areas in terms of character and density. That is, the Board and Council shall decide if the master amenity is designed to provide the recreational benefits not otherwise found on the smaller lot types proposed by this development.

The City of Palm Bay's Intergovernmental Coordination Element (ICE-1.1A) establishes coordination between the City and appropriate jurisdictions regarding development approvals. The subject property will access a section of Malabar Road that is within the jurisdictional ownership and maintenance responsibilities of Brevard County. Thus, the PUD request was forwarded to this agency. Review comments from the County are:

"The results of the traffic study submitted by the Applicant recommend signalization at the intersection of Malabar Road at the St. Johns Heritage Parkway, and at the intersection of Malabar Road with the entrance to the Chaparral PUD/project. These signals are recommended to be installed at the completion of the Phase 1 improvements, in order to meet the Level of Service (LOS) criteria. Due to the proximity of the recently installed traffic signal at the entrance to the Brentwood Lakes PUD, and the two (2) additional traffic signals identified in this study, it is further recommended that signal coordination and a communication network shall be made a part of this development".

The City's Traffic Engineer has reviewed the traffic study and concurs with the County's assessment regarding the need for the two (2) traffic signals, and that the City and County will work together on signal timing. It shall be noted that Phase 1 is identified in the Traffic Study to be the initial 275 single-family residential units.

Lastly, technical staff review comments are attached to this report.

CONDITIONS:

In order to receive Preliminary Planned Unit Development approval, the proposal must meet the requirements of Section 185.066 of the City of Palm Bay's Code of Ordinances. Upon review, it appears that the request is in conformance with the applicable requirements of this section, subject to the following items being submitted with a Final PUD application:

- A. A preliminary subdivision plat and a boundary & title opinion;
- B. Deed restrictions establishing development standards;
- C. Construction drawings;
- D. Specific layout and architectural drawings illustrating the Master Amenity Center;
- E. A Concurrency Determination letter from the School Board of Brevard County; and
- F. The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into all future subdivision designs.

STAFF RECOMMENDATION:

Case PD-24-2020 is recommended for approval, subject to the staff comments contained in this report.

TECHNICAL COMMENTS

CASE PD-24-2020 – CHAPARRAL OVERALL PUD

BREVARD COUNTY (Jeffrey Ball, Planning and Zoning Manager):

1. The results of the traffic study recommended signalization of intersections of Malabar Road at the St. Johns Heritage Parkway and at Wisteria Avenue/Project Driveway prior to completion of Chaparral Residential Phase 1 in order to meet LOS criteria. Due to the number of signals and proximity to the recently installed traffic signal at Bending Branch Lane/Krassner Drive, signal coordination and a communication network will be required as part of this development.
2. The PUD is proposing improvements within the flood zone X and AE floodplains. Please ensure no adverse impacts offsite. County will want to review how they mitigate impacts to Malabar Lakes West (Unincorporated Brevard County) and Allison Drive (BC ROW).

PUBLIC WORKS (Natalie Shaber, Engineer II):

1. The stormwater management system shall meet all of the performance and design standards of Ch. 174, especially subsections 174.066, 174.067 and 174.068 of the City's Code of Ordinances. Operation of the stormwater management system shall be the responsibility of the HOA, however emergency easements shall be dedicated to the City over the stormwater management system.
2. Zone AE: SS174.068(F) - To protect against damage by building in an area, the whole or part of which is subject to flooding, until the area is filled to the base flood elevation after settlement, as shown on the flood insurance rate map and/or the flood hazard boundary map with amendments; or elevate the structures such that the finished habitable floors are built to or above the applicable base flood elevation as shown on the flood insurance rate map and/or the flood hazard boundary map with amendments and have met the requirements of this chapter.
3. Storage shall be provided in the stormwater management system to mitigate for stormwater storage lost by filling the area located in Zone AE. This shall be provided on a 'cup for cup' basis.

UTILITIES (Christopher Little, Utilities Director):

The Utilities Department has no objection to the proposed 602 single-family residential units and 75 town homes PUD.

Upon development of the site, the following shall apply for connection to the City's Water and Sewer Utilities System:

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water & sewer system. [§ 200.11(D)(1) – On-Site Facilities]
2. The applicant/owner may be required to extend and/or loop service from the On-Site Facilities to the existing water and sewer connection points. [§ 200.11(D)(2) – Off-Site Facilities].
3. The applicant/owner will be responsible for the property's hydraulic share for the new utilities required to serve the development. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [§ 200.11(D) & (E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available by request, identify proposed mainline extensions with the City's current pipe sizing requirements.
4. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.
5. All utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utility Departments Policies, Procedures and Standards Handbook and the Standard Detail Drawings. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

FIRE PREVENTION (Christopher Childs, Firefighter/EMT):

No Comments.

LAND DEVELOPMENT (James Williams, Flood Plain Administrator):

The southern portion of project site is in a Special Flood Hazard Area (SFHA) flood zone AE. Any development in the SFHA will require a FEMA "Conditional Letter of Map Amendment" (CLOMA) that approves the PUD plans upon completion to be rezoned to Flood zone X. Upon completion of a PUD or Phase, a "Letter of Map Revision" (LOMR) removing the entire PUD or Phase from the SFHA is required.

LEGAL DESCRIPTION:

PARCEL 1:
LANDS IN SECTIONS 4 AND 9 OF TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AS FOLLOWS: THE FOLLOWING LAND IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA: THE EAST 1/2 OF THE NORTHEAST 1/4; AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4; LESS AND EXCEPT THE FOLLOWING FIVE (5) TRACTS:
TRACT 1:
THE NORTH 33 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4; AND
TRACT 2:
THE EAST 65 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4; AND
TRACT 3:
THE EAST 65 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; AND
TRACT 4:
THE EAST 65 FEET AND WEST 64 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4; AND
TRACT 5:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 673.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 65.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE-TILLMAN DRAINAGE DISTRICT C-9 CANAL AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 628.82 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, A DISTANCE OF 56.65 FEET; THENCE NORTH 66 DEGREES 20 MINUTES 23 SECONDS WEST A DISTANCE OF 54.65 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 28 DEGREES 54 MINUTES 19 SECONDS EAST A DISTANCE OF 75.54 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 18 SECONDS WEST A DISTANCE OF 191.60 FEET; THENCE NORTH 67 DEGREES 02 MINUTES 12 SECONDS WEST A DISTANCE OF 230.09 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 32 SECONDS WEST A DISTANCE OF 171.62 FEET; THENCE SOUTH 35 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 44.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 36 SECONDS", A CHORD LENGTH OF 93.98 FEET AND A CHORD BEARING OF SOUTH 17 DEGREES 38 MINUTES 17 SECONDS WEST), A DISTANCE OF 95.48 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00 DEGREES 00 MINUTES 31 SECONDS EAST A DISTANCE OF 23.81 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 29 SECONDS EAST A DISTANCE OF 120.60 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 23 SECONDS WEST A DISTANCE OF 281.39 FEET TO THE POINT OF BEGINNING.
TOGETHER ALSO WITH A 60 FOOT WIDE DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 673.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 65.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE-TILLMAN DRAINAGE DISTRICT C-9 CANAL; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 439.75 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 60.08 FEET THENCE NORTH 87 DEGREES 06 MINUTES 38 SECONDS WEST A DISTANCE OF 70.27 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 18 SECONDS WEST A DISTANCE OF 60.08 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 38 SECONDS EAST, A DISTANCE OF 70.26 FEET TO THE POINT OF BEGINNING.
PARCEL 7 (EASEMENT PARCEL):
TOGETHER ALSO WITH A 30 FOOT WIDE DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 673.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 65.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE-TILLMAN DRAINAGE DISTRICT C-9 CANAL; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 628.82 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 20 SECONDS WEST A DISTANCE OF 56.65 FEET; THENCE NORTH 66 DEGREES 20 MINUTES 23 SECONDS WEST A DISTANCE OF 54.65 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST A DISTANCE OF 135.60 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 31 SECONDS WEST A DISTANCE OF 23.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 36 SECONDS, A CHORD LENGTH OF 103.07 FEET AND A CHORD BEARING OF NORTH 17 DEGREES 38 MINUTES 17 SECONDS EAST), A DISTANCE OF 104.72 FEET TO THE END OF SAID CURVE; THENCE NORTH 35 DEGREES 17 MINUTES 05 SECONDS EAST A DISTANCE OF 146.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 26 MINUTES 14 SECONDS, A CHORD LENGTH OF 283.39 FEET AND A CHORD BEARING OF NORTH 27 DEGREES 33 MINUTES 58 SECONDS EAST), A DISTANCE OF 284.25 FEET TO A NON-TANGENT INTERSECTION WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 48 MINUTES 16 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 252.74 FEET TO THE POINT OF BEGINNING AND
THE FOLLOWING LAND IN SECTION 9, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA:
THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; LESS AND EXCEPT THE FOLLOWING ONE (1) TRACT:
THE EAST 52 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4
PARCEL 2:
THE FOLLOWING LAND IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA:
THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; LESS AND EXCEPT THE FOLLOWING ONE (1) TRACT:
THE WEST 64 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4
PARCEL 3:
THE FOLLOWING LAND IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA:
THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; LESS AND EXCEPT THE FOLLOWING ONE (1) TRACT:
THE WEST 64 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4
PARCEL 4:
THE FOLLOWING LAND IN SECTION 9, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA: THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4
PARCEL 5 (EASEMENT PARCEL):
TOGETHER WITH A CONVEYANCE AND STORMWATER EASEMENT DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 673.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 65.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE-TILLMAN DRAINAGE DISTRICT C-9 CANAL; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 628.82 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 20 SECONDS WEST A DISTANCE OF 56.65 FEET; THENCE NORTH 66 DEGREES 20 MINUTES 23 SECONDS WEST A DISTANCE OF 54.65 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST A DISTANCE OF 135.60 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 31 SECONDS WEST A DISTANCE OF 23.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 36 SECONDS, A CHORD LENGTH OF 103.07 FEET AND A CHORD BEARING OF NORTH 17 DEGREES 38 MINUTES 17 SECONDS EAST), A DISTANCE OF 104.72 FEET TO THE END OF SAID CURVE; THENCE NORTH 35 DEGREES 17 MINUTES 05 SECONDS EAST A DISTANCE OF 146.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 01 DEGREES 21 MINUTES 07 SECONDS, A CHORD LENGTH OF 24.89 FEET AND A CHORD BEARING OF NORTH 34 DEGREES 36 MINUTES 32 SECONDS EAST), A DISTANCE OF 24.89 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.78 FEET THROUGH A CENTRAL ANGLE OF 02 DEGREES 03 MINUTES 07 SECONDS AND HAVING A CHORD LENGTH OF 37.78 FEET AND A CHORD BEARING OF NORTH 32 DEGREES 54 MINUTES 25 SECONDS EAST, TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 19 DEGREES 39 MINUTES 48 SECONDS WEST, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 86.39 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 32 SECONDS WEST A DISTANCE OF 30.47 FEET; THENCE NORTH 19 DEGREES 39 MINUTES 48 SECONDS WEST A DISTANCE OF 68.77 FEET TO THE POINT OF BEGINNING...

 CONSTRUCTION ENGINEERING GROUP <i>consulting engineers</i>	2651 w. eau galie blvd., suite a melbourne, fl 32935 tel. 321.253.1221 fax. 321.253.3123 www.ceengineering.com license #0008087	CHAPARRAL PUD MALABAR ROAD PALM BAY, FL		DATE 9-3-20	
		LEGAL DESCRIPTION		COUNTY BREVARD	APPROVED BY WISE
				SCALE NTS	THIS SHEET FIG-1B

LEGAL DESCRIPTION (CONTINUED):

PARCEL B (EASEMENT PARCEL):

TOGETHER ALSO WITH A 15 FOOT WIDE LANDSCAPE EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND RUN SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 673.07 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 89 DEGREES 48 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 65.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE-TILLMAN DRAINAGE DISTRICT C-9 CANAL; THENCE SOUTH 00 DEGREES 00 MINUTES 32 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 628.82 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS WEST A DISTANCE OF 56.85 FEET; THENCE NORTH 66 DEGREES 20 MINUTES 23 SECONDS WEST A DISTANCE OF 336.04 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST A DISTANCE OF 120.60 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES 59 MINUTES 29 SECONDS WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 31 SECONDS WEST A DISTANCE OF 23.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE; (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 36 SECONDS, A CHORD LENGTH OF 103.07 FEET AND A CHORD BEARING OF NORTH 17 DEGREES 38 MINUTES 17 SECONDS EAST), A DISTANCE OF 104.72 FEET TO THE END OF SAID CURVE; THENCE NORTH 35 DEGREES 05 MINUTES 05 SECONDS EAST A DISTANCE OF 146.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 43 MINUTES 43 SECONDS, A CHORD LENGTH OF 228.52 FEET AND A CHORD BEARING OF NORTH 29 DEGREES 02 MINUTES 13 SECONDS EAST), A DISTANCE OF 230.08 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH 67 DEGREES 12 MINUTES 38 SECONDS EAST, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 15.00 FEET TO NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1070.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 29 MINUTES 43 SECONDS, A CHORD LENGTH OF 232.89 FEET AND A CHORD BEARING OF SOUTH 29 DEGREES 02 MINUTES 13 SECONDS WEST), A DISTANCE OF 233.35 FEET TO THE END OF SAID CURVE; THENCE SOUTH 35 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 146.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 35 DEGREES 17 MINUTES 36 SECONDS, A CHORD LENGTH OF 93.98 FEET AND A CHORD BEARING OF SOUTH 17 DEGREES 38 MINUTES 17 SECONDS WEST), A DISTANCE OF 95.48 FEET TO THE END OF SAID CURVE; THENCE SOUTH 00 DEGREES 00 MINUTES 31 SECONDS EAST A DISTANCE OF 23.81 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PHASE 1:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, AND RUN SOUTH 89°49'35" WEST ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 65.00 FEET; THENCE SOUTH 00°00'32" EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°00'32" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 640.00 FEET; THENCE RUN ALONG THE NORTH, WESTERLY AND SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5465, PAGE 3836, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR THE FOLLOWING EIGHT (8) CALLS: SOUTH 89°48'58" WEST, A DISTANCE OF 252.69 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 15°26'44", AND A RADIAL BEARING OF NORTH 70°09'39" WEST, THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 284.40 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 35°17'05" WEST, A DISTANCE OF 146.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 35°17'36", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 104.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'31" EAST, A DISTANCE OF 23.81 FEET; THENCE NORTH 89°59'29" EAST, A DISTANCE OF 135.60 FEET; THENCE SOUTH 66°20'23" EAST, A DISTANCE OF 336.04 FEET; THENCE NORTH 89°59'28" EAST, A DISTANCE OF 56.65 FEET; THENCE SOUTH 00°00'32" EAST, ALONG THE SAID WEST RIGHT OF WAY LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 453.58 FEET; THENCE SOUTH 89°59'28" WEST, A DISTANCE OF 252.37 FEET; THENCE NORTH 71°24'42" WEST, A DISTANCE OF 681.96 FEET TO A POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF

66.00 FEET, A CENTRAL ANGLE OF 88°54'04", AND A RADIAL BEARING OF NORTH 71°24'42" WEST, THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 102.41 FEET TO THE POINT OF TANGENCY; THENCE NORTH 72°30'38" WEST, A DISTANCE OF 59.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 30°36'21", THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 21.37 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 76°53'02" WEST, A DISTANCE OF 201.00 FEET; THENCE NORTH 00°01'37" WEST, A DISTANCE OF 16.00 FEET TO THE POINT OF TANGENCY; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF MALABAR LAKES WEST, ACCORDING TO THE RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 1570.05 FEET; THENCE NORTH 89°49'35" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF MALABAR ROAD, A DISTANCE OF 1255.66 FEET TO THE POINT OF BEGINNING.

PHASE 2:

TRACT A, CHAPARRAL P.U.D. PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK _____, PAGE _____, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY AND A PORTION OF LAND LYING IN SECTION 4, TOWNSHIP 29 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, AND RUN SOUTH 00°00'32" EAST ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1302.10 FEET; THENCE SOUTH 89°59'28" WEST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH 00°00'32" EAST ALONG THE WEST RIGHT OF WAY LINE OF THE MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO. 9, A DISTANCE OF 614.99 FEET; THENCE SOUTH 89°59'28" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 23°58'55" WEST, A DISTANCE OF 81.30 FEET; THENCE NORTH 55°04'44" WEST, A DISTANCE OF 92.64 FEET; THENCE NORTH 87°05'43" WEST, A DISTANCE OF 98.45 FEET; THENCE NORTH 76°41'00" WEST, A DISTANCE OF 638.42 TO A POINT; SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 43°50'08", AND A RADIAL BEARING OF NORTH 64°45'09" EAST, THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 80.33 FEET TO THE POINT OF TANGENCY; THENCE NORTH 18°35'18" EAST, A DISTANCE OF 5.50 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID TRACT A; THENCE RUN ALONG THE WEST, NORTH AND EAST LINES OF SAID TRACT A, CHAPARRAL P.U.D. PHASE ONE FOR THE FOLLOWING TWENTY (20) CALLS: SAID POINT BEING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 14°40'21", AND A RADIAL BEARING OF SOUTH 71°24'42" EAST, THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 53.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 33°18'14", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 151.13 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°02'34" WEST, A DISTANCE OF 16.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 39.27 FEET TO A POINT; THENCE NORTH 00°02'34" WEST, A DISTANCE OF 50.00 FEET TO A POINT; SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A RADIAL BEARING OF NORTH 00°02'34" WEST, THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE NORTH 00°02'34" WEST, A DISTANCE OF 102.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 456.00 FEET, A CENTRAL ANGLE OF 35°04'47", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 279.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH 35°02'13" EAST, A DISTANCE OF 151.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 796.00 FEET, A CENTRAL ANGLE OF 08°14'42", THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 110.66 FEET; THENCE SOUTH 63°12'29" EAST, A DISTANCE OF 120.50 FEET TO A POINT; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 889.50 FEET, A CENTRAL ANGLE OF 01°04'35", AND A RADIAL BEARING OF NORTH 63°12'29" WEST, THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 16.71 FEET; THENCE SOUTH 62°07'54" EAST, A DISTANCE OF 165.50 FEET TO A POINT ON THE WEST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5465, PAGE 3836, OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY; THENCE RUN ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 5465, PAGE 3836, FOR THE FOLLOWING SEVEN (7) CALLS: SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 07°24'59", AND A RADIAL BEARING OF NORTH 62°07'54" WEST, THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 136.56 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 35°17'05" WEST, A DISTANCE OF 146.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 35°17'36", THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 104.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'31" EAST, A DISTANCE OF 23.81 FEET; THENCE NORTH 89°59'29" EAST, A DISTANCE OF 135.60 FEET; THENCE SOUTH 66°20'23" EAST, A DISTANCE OF 336.04 FEET; THENCE NORTH 89°59'28" EAST, A DISTANCE OF 56.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.24 ACRES MORE OR LESS.



**CONSTRUCTION
ENGINEERING
GROUP**

consulting engineers

2651 W. Eau Gallie Blvd., Suite A
Melbourne, FL 32935

tel. 321.253.1221
fax. 321.253.3123
www.ceengineering.com
license #0008097

CHAPARRAL PUD
MALABAR ROAD
PALM BAY, FL

LEGAL DESCRIPTION

DATE

9-3-20

COUNTY

BREVARD

APPROVED BY

WISE

SCALE

NTS

THIS SHEET

FIG-1C



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: 10/15/2020

RE: 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. (CONTINUED TO P&Z - 11/19/20)

The City of Palm Bay (Growth Management Department) has submitted a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 170: Construction Codes and Regulations, to eliminate the requirement for a Building Permit for accessory structures 400 square feet or less, in residential districts accessory to single-family dwellings. The structures must be no more than one-story, have no utilities, water, electric, etc., and not be used for human habitation. All structures must still comply with Section 185.118 (Accessory Structures). The amendment also updates Section 170.005 to acknowledge the 6th Edition of the Florida Building Code, or as amended. This textual amendment was developed at the request of a member of the City Council.

All accessory structures currently require a building permit, and any electrical, mechanical, or plumbing work will still require a permit. The benefits of having the Building Division continue to issue permits for accessory structures is the assurance that all applicable City and state codes are met and are effortlessly enforceable. The permits ensure that licensed contractors and owner-builders are held to the same set of standards, the integrity of structures, and the recording of installations for future reference. The permits currently generate \$25,000 to \$35,000 annually in fees.

The final reading of this code amendment cannot occur until the Florida Building Commission reviews and approves the change as an Administrative Amendment to Chapter 1 of the Florida Building Code.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Request for consideration that if Case T-20-2020 is approved, a zoning review remain as a requirement.

Planning and Zoning Board Recommendation:

Denial of the request by a vote of 4 to 1.

ATTACHMENTS:

Description

Case T-20-2020

Board Minutes

Ordinance 2020-58



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Laurence Bradley, AICP, Growth Management Director

CASE NUMBER

T-20-2020

PLANNING & ZONING BOARD HEARING DATE

August 5, 2029

PROPERTY OWNER & APPLICANT

City of Palm Bay, Growth Management
Department

PROPERTY LOCATION/ADDRESS

Not applicable

SUMMARY OF REQUEST

A textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 170: Construction Codes and Regulations, to eliminate the requirement for a Building Permit for accessory structures 400 square feet or less, in residential districts accessory to single-family dwellings. The structures must be no more than 1-story, have no utilities, water, electric, etc., and not be used for human habitation. All structures must still comply with Section 185.118 (Accessory Structures). The amendment also updates Section 170.005 to acknowledge the 6th Edition of the Florida Building Code or as amended. The applicant for this amendment is the City of Palm Bay. This amendment was developed at the request of a member of the City Council.

**COMPREHENSIVE PLAN
COMPATIBILITY**

Not specifically addressed.

BACKGROUND:

The Growth Management Department, acting upon a request by a member of the City Council, has submitted this proposed textual amendment. The amendment would eliminate the requirement to obtain a building permit for accessory structures 400 square feet or less, in residential districts accessory to single-family dwellings. The structures would be limited to one story and would not be allowed, without a permit, to have electrical or plumbing installed. The structures could not be used for human habitation. The structures would still have to comply with Section 185.118 (Accessory Structures).

The proposed amendment would require a review by staff to confirm compliance with the Land Development Code Section 185.118 (Accessory Structures), but it would be done at no charge and no building permit would be required. Also, accessory structures located on properties with on-site wells and/or septic systems will require permits from the Florida Department of Health (FDOH). Staff has confirmed with FDOH that permits from the agency will be required. Growth Management staff will request a copy of the FDOH permit as part of its review.

Chapter 1 (Scope & Administration) of the Florida Building Code allows local municipalities to adopt amendments to that chapter. Amendments to Chapter 1 must be submitted by the Building Official to the Florida Building Commission (FBC) after preliminary action by the City Council. Thus, after the first reading but prior to the second reading, this amendment must be reviewed and approved by the FBC and an Administrative Amendment issued. Attached to this report is the proposed wording, which will modify Section 105.2 of the Florida Building Code.

Proposed language for this amendment is attached in legislative style with additions between >>arrow<< symbols and deletions in ~~strikethrough~~ format.

ANALYSIS:

Currently all accessory structures require a building permit. Also, any electrical, mechanical, or plumbing work must receive a permit for such work. All accessory structures are issued a Certificate of Completion after they have been inspected by a Building Inspector.

There are some benefits to having the Building Division continue to issue permits for accessory structures. These include:

- 1) Staff reviews the paperwork to make sure that the accessory structure complies with all of the requirements of the Land Development Code and if applicable, a FDOH permit has been issued. While a zoning review will still be required the fact that a building permit is not required makes enforcement of other requirements potentially more difficult.

- 2) By issuing a Building Permit for accessory structures they must be installed by a licensed contractor or an owner-builder who agrees to abide by the same requirements as a licensed contractor.
- 3) Building Inspectors can check the installation and structural integrity of the structure as part of their inspection.
- 4) When a permit is issued the City has a record of when the structure was installed which is useful, especially when it is not being properly maintained and Code Compliance needs to seek a remedy.
- 5) The Building Division issues hundreds of these permits per year. The average cost of an accessory structure permit for a standard size single-family lot is approximately between \$80 to \$100. Thus, the fiscal impact of this text amendment would be approximately between \$25,000 to \$35,000 per year

STAFF RECOMMENDATION:

If this amendment is approved, staff recommends that a zoning review remain as a requirement.

The final reading of this code amendment cannot occur until after the Florida Building Commission reviews and approves the change as an Administrative Amendment to Chapter 1 of the Florida Building Code.

TITLE XVII: LAND DEVELOPMENT CODE

CHAPTER 170: CONSTRUCTION CODES AND REGULATIONS

BUILDING CODE

§ 170.005 ADOPTED.

(A) *Florida Building Code >>6<< 5th Edition >>*or as amended<< - Building mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Building Code for the city.

(1) The city's administrative amendments to the Florida Building Code - Building, Chapter 1, Administration, are hereby adopted, and by reference, incorporated herein as Exhibit A (03-04-14) and made a part of this section as if fully set forth herein.

(2) The city's administrative amendments to the *Florida Building Code* - Building, are hereby adopted, and by reference, incorporated herein as Exhibit B (03-04-14) and made a part of this section as if fully set forth herein.

(B) *Florida Building Code >>6<< 5th Edition >>*or as amended<< - Residential mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Residential Building Code for the city.

(1) The city's administrative amendments to the *Florida Building Code* - Residential, are hereby adopted, and by reference, incorporated herein as Exhibit A (03-04-14) and made a part of this section as if fully set forth herein.

(C) *Florida Building Code >>6<< 5th Edition >>*or as amended<< - Plumbing mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Plumbing Code for the city.

(D) *Florida Building Code >>6<< 5th Edition >>*or as amended<< - Mechanical mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Mechanical Code for the city.

(E) *Florida Building Code >>6<< 5th Edition >>*or as amended<< - Fuel Gas mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Fuel Gas Code for the city.

(F) *Florida Building Code >>6<< 5th Edition >>*or as amended<< - Existing Building mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Existing Building Code for the city.

(1) The city's administrative amendments to the *Florida Building Code* - Existing Building, are hereby adopted, and by reference, incorporated herein as Exhibit A (03-04-14) and made a part of this section as if fully set forth herein.

(G) *Florida Building Code >>6<< 5th Edition >>*or as amended<< - Accessibility mandated by the State of Florida is hereby recognized as the Accessibility Code for the city.

(H) *Florida Building Code >>6<< 5th Edition >>*or as amended<< - Energy Conservation mandated by the State of Florida is hereby recognized as the Energy Conservation Code for the city.

(I) ~~2011~~ >>2014 or as amended<< *National Electrical Code* - Electrical mandated by the State of Florida is hereby recognized as the Electrical Code for the City.

>>(J) Pursuant to Section 105.2 of the Florida Building Code, structures in Residence Zones accessory to a single-family residence shall be exempt from the requirement to obtain a Building Permit provided that:

- (1) the structure does not exceed 400 square feet
- (2) the structure does not exceed 1-story
- (3) the structure has no utilities (water, electric, etc.)
- (4) The structure is not used for human habitation
- (5) the structure complies with Section 185.118 of the Zoning Code<<

FLORIDA BUILDING CODE – BUILDING, 6th EDITION (2017)

Chapter 1 – Scope & Administration

105.2 Work exempt from permit. Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code. *Permits* shall not be required for the following:

>>Building:

1. One-story detached accessory structures not used for human habitation, which have no utilities – water, electric, etc., provided the floor area does not exceed 400 square feet (20 m²).<<



LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

Landdevelopmentweb@palmbayflorida.org

CODE TEXTUAL AMENDMENT APPLICATION

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

ORDINANCE SECTION(S) PROPOSED TO BE CHANGED:

Section 170.005 (A) through (I) and the creation of (J).

PROPOSED LANGUAGE (attach addendum if necessary):

See attached

JUSTIFICATION FOR PROPOSED CHANGE (attach other documents if necessary)

Per City Council direction, to allow the exemption from the requirement to obtain a Building Permit for structures accessory to a single-family residence that meet certain criteria.

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

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

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

I, the undersigned understand that this application must be complete and accurate before consideration by the Planning and Zoning Board/Local Planning Agency and certify that all the answers the questions in said application, and all data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, I declare that I have read the foregoing code textual amendment application and that the facts stated in it are true.

Signature of Applicant Laurence Bradley Digitally signed by Laurence Bradley
DN: dc=org, dc=palmbayflorida, ou=Community
Planning & Economic Development, ou=Land
Development, cn=Laurence Bradley
Date: 2020.07.16 09:44:48 -04'00' Date 7/16/20

Printed Name of Applicant Laurence Bradley, AICP, Growth Management Director

Full Address 120 Malabar Road SE, Palm Bay, FL 32907

Telephone (321) 733-3042 Email laurence.bradley@palmbayflorida.org

PERSON TO BE NOTIFIED (If different from above):

Printed Name _____

Full Address _____

Telephone _____ Email _____

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

CITY OF PALM BAY, FLORIDA
PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2020-09

Held on Wednesday, August 5, 2020, in 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 Land Development Division, Palm Bay, Florida. The minutes are not a verbatim transcript but a brief summary of the discussions and actions taken at this meeting.

Mr. Philip Weinberg called the meeting to order at approximately 7:00 p.m.

Mr. Donald Boerema led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRPERSON:	Philip Weinberg	Present	
VICE CHAIRPERSON:	Leeta Jordan	Present	
MEMBER:	Donald Boerema	Present	
MEMBER:	Donny Felix	Absent	(Excused)
MEMBER:	Richard Hill	Present	
MEMBER:	Khalilah Maragh	Absent	(Excused)
MEMBER:	Rainer Warner	Present	
NON-VOTING MEMBER:	David Karaffa	Present	
	(School Board Appointee)		

Mr. Felix and Ms. Maragh had excused absences.

Mr. Weinberg welcomed Mr. David Karaffa to the board, newly appointed School Board liaison.

CITY STAFF: Present were Mr. Laurence Bradley, Growth Management Director; Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Christopher Balter, Senior Planner; Mr. Grayson Taylor, Planner; Ms. Chandra Powell, Recording Secretary; Mr. James Stokes, Board Attorney.

A vote was called on the motion by Mr. Hill, seconded by Ms. Jordan to submit Case FD-19-2020 to City Council for approval of a Final Development Plan for a RAC, Regional Activity Center to allow a proposed mixed-use development called Emerald Lakes West Phase II, subject to the items contained in the staff report. The motion carried with members voting unanimously.

4. **T-20-2020 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)**

Mr. Bradley presented the staff report for Case T-20-2020. The applicant had requested a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 170: Construction Codes and Regulations, Section 170.005 Adopted, to exempt accessory structures to a single-family residence that meet certain criteria from the requirement of obtaining a building permit. Staff recommended that if Case T-20-2020 was approved, a zoning review would remain part of the requirement.

Mr. Bradley noted that the final reading of the code amendment could not occur until after the Florida Building Commission had reviewed and approved the change as an Administrative Amendment to Chapter 1 of the Florida Building Code.

Ms. Jordan questioned whether other cities were eliminating similar building permits. Mr. Bradley stated that the City of Orlando and Walton County had been approved by the Florida Building Commission to eliminate permitting for certain structures with variations in sizes.

Mr. Warner asked if the amendment would address color schematics for the accessory units. Mr. Bradley stated that the amendment did not address aesthetics or design features.

Mr. Boerema commented that a 20-foot by 20-foot building was an excessively large structure that should at least require electricity. He suggested consideration of smaller sized structures. Mr. Bradley confirmed that there were municipalities that allowed structures at 120 square feet without permits. He stated that per the City Building Official, any electrical or plumbing would require a permit regardless of size.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Mr. Weinberg stated that it would be dangerous to allow accessory structures to be built without any quality controls for structures or installations, and it could pose a danger to neighboring properties during storms.

Motion by Mr. Hill, seconded by Mr. Boerema to submit Case T-20-2020 to City Council for approval of a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 170: Construction Codes and Regulations, Section 170.005 Adopted, to exempt accessory structures to a single-family residence that meet certain criteria from the requirement of obtaining a building permit. The motion failed with members voting as follows:

Mr. Weinberg	Nay
Ms. Jordan	Nay
Mr. Boerema	Nay
Mr. Hill	Aye
Mr. Warner	Nay

OTHER BUSINESS:

1. **PETITION TO ESTABLISH A TEMPORARY MORATORIUM FOR CONDITIONAL USES PROPOSED WITHIN THE NC, NEIGHBORHOOD COMMERCIAL DISTRICT**

Mr. Bradley announced that staff was requesting a continuance for the temporary moratorium to permit further review. Board action was required to continue the request to the September 2, 2020 Planning and Zoning Board meeting.

Motion by Ms. Jordan, seconded by Mr. Warner to continue the Petition to Establish a Temporary Moratorium for Conditional Uses Proposed within the NC, Neighborhood Commercial District to the September 2, 2020 Planning and Zoning Board meeting at 7:00 p.m. The motion carried with members voting unanimously.

ORDINANCE 2020-58

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 170, CONSTRUCTION CODES AND REGULATIONS, 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; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 170, Construction Codes and Regulations, Subchapter 'Building Code', Section 170.005, Adopted, is hereby amended and shall henceforth read as follows:

"Section 170.005 ADOPTED.

(A) Florida Building Code 5>>6<<th Edition >>or as amended<< - Building mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Building Code for the city.

* * *

(B) Florida Building Code 5>>6<<th Edition >>or as amended<< - Residential mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Residential Building Code for the city.

* * *

(C) Florida Building Code 5>>6<<th Edition >>or as amended<< - Plumbing mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Plumbing Code for the city.

(D) Florida Building Code 5>>6<<th Edition >>or as amended<< - Mechanical mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Mechanical Code for the city.

(E) Florida Building Code 5>>6<<th Edition >>or as amended<< - Fuel Gas mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Fuel Gas Code for the city.

(F) Florida Building Code 5>>6<<th Edition >>or as amended<< - Existing Building mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Existing Building Code for the city.

* * *

(G) Florida Building Code 5>>6<<th Edition >>or as amended<< - Accessibility mandated by the State of Florida is hereby recognized as the Accessibility Code for the city.

(H) Florida Building Code 5>>6<<th Edition >>or as amended<< - Energy Conservation mandated by the State of Florida is hereby recognized as the Energy Conservation Code for the city.

(I) 2011>>2014 or as amended<< National Electrical Code - Electrical mandated by the State of Florida is hereby recognized as the Electrical Code for the City.

>>(J) Pursuant to Section 105.2 of the Florida Building Code, structures in Residence Zones accessory to a single-family residence shall be exempt from the requirement to obtain a Building Permit provided that:

- (1) the structure does not exceed 400 square feet;
- (2) the structure does not exceed 1-story;
- (3) the structure has no utilities (water, electric, etc.);
- (4) the structure is not used for human habitation; and
- (5) the structure complies with Section 185.118 of the Zoning Code.<<"

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

City of Palm Bay, Florida
Ordinance 2020-58
Page 4 of 4

Reviewed by CAO: _____

Applicant: City of Palm Bay
Case: T-13-2020

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: Christopher A. Little, P.E.; Juliet Misconi; Yvonne McDonald

DATE: 10/15/2020

RE: Award of Bid: a.) Expansion/rehabilitation – IFB 73-0-2020 (Florida Design Contractors - \$9,700,000); b.) Well expansion – IFB 72-0-2020 (Applied Drilling Engineering, Inc. - \$685,800); and, c.) Engineering services – TO 01-2016-004 (Tetra Tech - \$543,351) - Utilities Department, South Regional Water Treat Plant.

The Utilities Department will be expanding the South Regional Water Treatment Plant (SRWTP) from 4.0 MGD to 6.0 MGD and rehabilitating various components of the existing facility. This work is required to meet the City's existing demands, to meet the continued growth demands, and to reduce dependence on the Lime Softening Water Treatment Plant at the City's North Regional Utilities Campus on Clearmont Street. The work has been divided into two construction projects: expansion and rehabilitation of the SRWTP and construction of one additional production well. In addition, Tetra Tech, as the Consulting Engineer for this project, has submitted their Task Order to provide engineering services during construction.

1. Expansion of plant capacity and rehabilitation of existing infrastructure: IFB #73-0-2020/SB, South Regional Water Treatment Plant Expansion – 4 MGD to 6 MGD. Six (6) bids were received in response to the City's solicitation. Procurement staff reviewed the bids for responsiveness. Utilities staff evaluated the bids for responsibility and ability to perform the scope of services. Tetra Tech staff evaluated the low bid for contractor qualifications and has provided a recommendation for award. The Department concurs with the recommendation and the lowest responsive bid is acceptable. Local preference was not applied, as the bids exceed \$1 million.

This bid included two bid alternates: a carbon dioxide feed system and replacement of the existing membranes. These alternates will be included in the award.

Staff recommends Florida Design Contractors as the contractor for the SRWTP Expansion – 4 MGD to 6MGD in the amount of \$9,700,000 (base bid \$9,170,000 plus alternates in the amount of \$530,000).

2. Construction of one additional production well: IFB #72-0-2020/SZ, South Regional Water Treatment Plant Expansion Well SRO-4. Two (2) bids were received in response to the City's solicitation. Procurement staff reviewed the bids for responsiveness. Utilities staff evaluated the bids for responsibility and ability to perform the scope of services. Tetra Tech staff evaluated the low bid for contractor qualifications and has provided a recommendation

for award. The Department concurs with the recommendation and the lowest responsive bid is acceptable. Local preference was not applied, as none of the bidders were in Brevard County.

Staff recommends Applied Drilling Engineering, Inc. as the contractor for the SRWTP Expansion Well SRO-4 in the amount of \$685,800.

3. Engineering services: Tetra Tech has submitted Task Order 01-2019-004, South Regional Water Treatment Plant Expansion, Engineering Services During Construction. The scope of work under this task order will include construction administration and start-up services.

Staff has reviewed the scope of work and requests Council approval to proceed with Task Order 01-2019-004 in the amount of \$543,351.

In accordance with the provisions of Section 287.055, Florida Statutes for Consultants Competitive Negotiation Act (CCNA), the Procurement Department solicited qualification submittals on behalf of the Utilities Department from firms to provide design, permitting, funding assistance, bidding assistance and construction management services for the expansion of the South Regional Water Treatment Plant (SRWTP), and for the rehabilitation of the reverse osmosis plant at the North Regional Water Treatment Plant (NRWTP). On January 3, 2019, City Council approved the execution of a Master Agreement for RFQ#47-0-2018/JM for these consulting services.

In addition to the Master Agreement on January 3, 2019, Task Order 01-2019-001 was approved in the amount of \$752,130 for the design and permitting for the SRWTP Expansion. Subsequently, two Amendments to this Task Order have been approved by the Chief Procurement Officer, 1) for additional services for the final design in the amount of \$38,608 approved on June 11, 2019; and 2) for additional geotechnical investigation services in the amount of \$5,100 on August 9, 2019. Task Order 01-2019-003, SRWTP Bidding Support Services was approved by council on June 18, 2020. Task Order 01-2019-002, North Regional Treatment Plant Upgrades was approved by council on April 9, 2020.

4. Construction Contingency: Staff recommends adding to the project a 5% contingency fund of \$519,290 to cover unanticipated changes in the scope of work due to unforeseen conditions discovered during construction. Additionally, contingency will be utilized to directly pay the Building Department's permitting and inspection fees. The industry standard for construction contingency is 5% to 10% of the value of construction contract.

The City's Procurement Ordinance governs the Council approval process for change orders. The Chief Procurement Officer can approve change orders up to a cumulative total of 10%, or individual change orders not to exceed \$100,000, whichever is lower; any change order in excess of \$100,000 or any change orders which cumulatively exceed 10% will be brought before Council for approval.

Contingency funds remaining once the project has been closed will be returned to the appropriate Utility fund balance.

Funding for the SRWTP Expansion will be provided by a commercial loan. On September 17, 2020, Council approved Resolution 2020-40, supplementing Resolution 98-44, authorizing the issuance of the City Utility System Revenue Note, Series 2020 with JP Morgan Chase Bank N.A. for the Utility Loan.

REQUESTING DEPARTMENT:

Utilities, Finance, Procurement

FISCAL IMPACT:

The total project amount is \$10,929,151 plus \$519,290 for construction contingency that results in a total appropriation of \$11,448,441. Funds will be available in the Utilities Department's

Operating Fund 421-8023-533-6221, project 18WS04 once loan proceeds are in place.

RECOMMENDATION:

Motion to 1) approve award of IFB #73-0-2020/SB, South Regional Water Treatment Plant Expansion – 4 MGD to 6 MGD to Florida Design Contractors located in Lake Park, Florida, amount \$9,700,000; 2) approve award of IFB #72-0-2020/SZ, South Regional Water Treatment Plant Expansion Well SRO-4 to Applied Drilling Engineering, Inc., located in Tampa, Florida, amount \$685,800; 3) authorize the execution of Tetra Tech Task Order 01-2019-004 for the South Regional Water Treatment Plant Expansion, Engineering Services During Construction, against the Master Agreement, amount \$543,351.

ATTACHMENTS:

Description

Tabulation IFB #73-0-2020/SB

Tetra Tech Bid Evaluation IFB#73-0-2020/SB

Tabulation IFB #72-0-2020/SZ

Tetra Tech Recommendation 72-0-2020/SZ

Tetra Tech Task Order 01-2019-004

				Local Preference: N/A		Local Preference: N/A		Local Preference: N/A	
	IFB #73-0-2020/SB - SRWTP Expansion 4 MGD to 6 MGD			Florida Design Contractors		Sawcross Inc		Wharton Smith	
				1326 S Killian Drive		10970 New Berlin Rd		750 Monroe Rd	
				Lake Park FL 33403		Jacksonville FL 32226		Sanford FL 327771	
				561-845-1233		904-751-7500		407-321-8410	
				bids@floridadesigncontractors.com		markh@sawcross.com		envestimating@whartonsmith.com	
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 457,000.00	\$ 457,000.00
2	General Requirements	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 400,000.00	\$ 400,000.00	\$ 100,000.00	\$ 100,000.00
3	All Work Related to Expansion of the SRWTP	1	LS	\$ 7,640,000.00	\$ 7,640,000.00	\$ 8,254,000.00	\$ 8,254,000.00	\$ 7,760,000.00	\$ 7,760,000.00
4	All Work Related to Rehabilitation Improvements at the SRWTP	1	LS	\$ 1,000,000.00	\$ 1,000,000.00	\$ 80,000.00	\$ 80,000.00	\$ 950,000.00	\$ 950,000.00
TOTAL BASE BID AMOUNT				\$9,170,000.00		\$9,184,000.00		\$9,267,000.00	
5	Bid Alternate 1 - Pre-degasification CO2 Feed System	1	LS	\$ 220,000.00	\$ 220,000.00	\$ 255,000.00	\$ 255,000.00	\$ 280,000.00	\$ 280,000.00
6	Bid Alternate 2 - Existings Membranes Replacement	1	LS	\$ 310,000.00	\$ 310,000.00	\$ 284,000.00	\$ 284,000.00	\$ 340,000.00	\$ 340,000.00
TOTAL BASE BID AMOUNT WITH ALTERNATES				\$9,700,000.00		\$9,723,000.00		\$9,887,000.00	

				Local Preference: N/A		Local Preference: N/A		Local Preference: N/A	
	IFB #73-0-2020/SB - SRWTP Expansion 4 MGD to 6 MGD			WPC Industrial / Randall Environmental JV		Cardinal Contractors		L7 Construction	
				3307 Clarcona Rd		13794 NW 4th St Ste 200		275 Hunt Park Cove	
				Apopka FL 32703		Sunrise FL 33325		Longwood FL 32750	
				407-464-7779		941-377-8555		321-972-9325	
				bids@rfcenvironmental.com		emacek@prim.com		blefever@l7constructs.com	
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 357,736.00	\$ 357,736.00	\$ 465,000.00	\$ 465,000.00	\$ 45,000.00	\$ 45,000.00
2	General Requirements	1	LS	\$ 310,917.00	\$ 310,917.00	\$ 55,000.00	\$ 55,000.00	\$ 10,000.00	\$ 10,000.00
3	All Work Related to Expansion of the SRWTP	1	LS	\$ 6,433,555.00	\$ 6,433,555.00	\$ 7,203,000.00	\$ 7,203,000.00	\$ 10,200,000.00	\$ 10,200,000.00
4	All Work Related to Rehabilitation Improvements at the SRWTP	1	LS	\$ 2,300,000.00	\$ 2,300,000.00	\$ 1,700,000.00	\$ 1,700,000.00	\$ 46,000.00	\$ 46,000.00
TOTAL BASE BID AMOUNT				\$9,402,208.00		\$9,423,000.00		\$10,301,000.00	
5	Bid Alternate 1 - Pre-degasification CO2 Feed System	1	LS	\$ 178,750.00	\$ 178,750.00	\$ 241,000.00	\$ 241,000.00	\$ 327,000.00	\$ 327,000.00
6	Bid Alternate 2 - Existing Membranes Replacement	1	LS	\$ 478,500.00	\$ 478,500.00	\$ 284,000.00	\$ 284,000.00	\$ 389,000.00	\$ 389,000.00
TOTAL BASE BID AMOUNT WITH ALTERNATES				\$10,059,458.00		\$9,948,000.00		\$11,017,000.00	



October 8, 2020

Christopher A. Little, PE
Utilities Director
City of Palm Bay
250 Osmosis Drive SE
Palm Bay, FL 32909

**Subject: South Regional WTP Expansion from 4.0 MGD to 6.0 MGD – Bid #73-0-2020/SB
Bid Evaluation**

Tt #: 200-08507-19001

Dear Mr. Little;

Tetra Tech has reviewed the bids that were received for the above referenced project submitted to the City of Palm Bay on September 29th, 2020. A summary table of the bid tabulations provided by the City is attached. A total of six (6) bids were received. The project total bid prices, as submitted by the six (6) bidders are summarized from the lowest to highest total base bid below:

Contractor	Total Base Bid	Total Base Bid w/Bid Alternates
Florida Design Contractors, Inc.	\$9,170,000.00	\$9,700,000.00
Sawcross, Inc.	\$9,184,000.00	\$9,723,000.00
Wharton-Smith, Inc.	\$9,267,000.00	\$9,887,000.00
WPC Industrial Contractors and Randall Environmental Inc. a Joint Venture	\$9,402,208.00	\$10,059,458.00
Cardinal Contractors, Inc.	\$9,423,000.00	\$9,948,000.00
L7 Construction, Inc.	\$10,301,000.00	\$11,017,000.00

The bid tabulation shows that Florida Design Contractors Inc. (Florida Design) is the apparent low bidder with a total base bid of \$9,170,000. There were two additive bid alternates included. Florida Design's total base bid with both bid alternates was \$9,700,000, which was also the lowest apparent bid.

Tetra Tech reviewed the bid document information to determine the responsiveness of Florida Design with respect to technical competence, technical qualifications, and the ability to comply

Tetra Tech, Inc.

201 E. Pine Street, Suite 1000, Orlando, FL 32801
Tel 407.839.3955 Fax 407.839.3790 www.tetrattech.com



with the project schedule as required by the Invitation to Bid (#73-0-2020/SB) solicitation. Evaluation of the bids has revealed Florida Design to be the lowest responsive bidder for the project, providing satisfactory responsiveness to the Invitation to Bid minimum requirements.

Florida Design is a certified general contractor in the State of Florida. Tetra Tech has verified that Florida Design's license is still active and that they are in good standing with the State of Florida, Department of Business and Professional Regulation. Project experience provided in Florida Design's bid included projects with similar size and scope to the South Regional WTP Expansion from 4.0 MGD to 6.0 MGD.

Tetra Tech was able to contact references for four (4) of the completed projects provided in Florida Design's bid. The Reference Questionnaires are attached for your review. Three of the references provided favorable responses. One of the references contacted indicated some project difficulties but noted the project was constructed as specified and there were no issues with the punch list items being completed in a timely manner.

Based on Florida Design meeting the requirements outlined in the Invitation to Bid (#73-0-2020/SB) solicitation, Tetra Tech recommends that award of the subject contract be made to Florida Design, subject to City review and verification that all of the submitted documents meet the City's requirements for the project.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

Tetra Tech

Jonathan C. Bundy, P.E.
Project Manager

Attachment

JCB/08507-19001/Construction/BidSupport/JCR_SRWTP Exp Rec of Award_100620.doc

C: Jennifer Ribotti, P.E, Tetra Tech

IFB #73-0-2020/SB - SRWTP Expansion 4 MGD to 6 MGD				Local Preference: N/A		Local Preference: N/A		Local Preference: N/A		Local Preference: N/A		Local Preference: N/A		Local Preference: N/A	
				Florida Design Contractors 1326 S Killian Drive Lake Park FL 33403 561-845-1233 bids@floridadesigncontractors.com		Sawcross Inc 10970 New Berlin Rd Jacksonville FL 32226 904-751-7500 markh@sawcross.com		Wharton Smith 750 Monroe Rd Sanford FL 327771 407-321-8410 envestimating@whartonsmith.com		WPC Industrial / Randall Environmental JV 3307 Clarcona Rd Apopka FL 32703 407-464-7779 bids@rfcenvironmental.com		Cardinal Contractors 13794 NW 4th St Ste 200 Sunrise FL 33325 941-377-8555 emacek@prim.com		L7 Construction 275 Hunt Park Cove Longwood FL 32750 321-972-9325 blefever@l7constructs.com	
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1	LS	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 450,000.00	\$ 457,000.00	\$ 457,000.00	\$ 357,736.00	\$ 357,736.00	\$ 465,000.00	\$ 465,000.00	\$ 45,000.00	\$ 45,000.00
2	General Requirements	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 400,000.00	\$ 400,000.00	\$ 100,000.00	\$ 100,000.00	\$ 310,917.00	\$ 310,917.00	\$ 55,000.00	\$ 55,000.00	\$ 10,000.00	\$ 10,000.00
3	All Work Related to Expansion of the SRWTP	1	LS	\$ 7,640,000.00	\$ 7,640,000.00	\$ 8,254,000.00	\$ 8,254,000.00	\$ 7,760,000.00	\$ 7,760,000.00	\$ 6,433,555.00	\$ 6,433,555.00	\$ 7,203,000.00	\$ 7,203,000.00	\$ 10,200,000.00	\$ 10,200,000.00
4	All Work Related to Rehabilitation Improvements at the SRWTP	1	LS	\$ 1,000,000.00	\$ 1,000,000.00	\$ 80,000.00	\$ 80,000.00	\$ 950,000.00	\$ 950,000.00	\$ 2,300,000.00	\$ 2,300,000.00	\$ 1,700,000.00	\$ 1,700,000.00	\$ 46,000.00	\$ 46,000.00
TOTAL BASE BID AMOUNT				\$9,170,000.00		\$9,184,000.00		\$9,267,000.00		\$9,402,208.00		\$9,423,000.00		\$10,301,000.00	
5	Bid Alternate 1 - Pre-degasification CO2 Feed System	1	LS	\$ 220,000.00	\$ 220,000.00	\$ 255,000.00	\$ 255,000.00	\$ 280,000.00	\$ 280,000.00	\$ 178,750.00	\$ 178,750.00	\$ 241,000.00	\$ 241,000.00	\$ 327,000.00	\$ 327,000.00
6	Bid Alternate 2 - Existsing Membranes Replacement	1	LS	\$ 310,000.00	\$ 310,000.00	\$ 284,000.00	\$ 284,000.00	\$ 340,000.00	\$ 340,000.00	\$ 478,500.00	\$ 478,500.00	\$ 284,000.00	\$ 284,000.00	\$ 389,000.00	\$ 389,000.00
TOTAL BASE BID AMOUNT WITH ALTERNATES				\$9,700,000.00		\$9,723,000.00		\$9,887,000.00		\$10,059,458.00		\$9,948,000.00		\$11,017,000.00	



TETRA TECH

CONTRACTOR REFERENCE QUESTIONNAIRE

Project: City of Palm Bay – South Regional Water Treatment Plant Expansion

Date: October 5, 2020

Name of party spoken to: Kirk Toney, Seminole Tribe of Florida

Project: Hollywood Reservation Ground Storage Tank

Owner: Seminole Tribe of Florida

Reference Verification for: Florida Design Contractors

Were they timely with contract schedules?

Yes, they were. Some issues were engineering, and not contracting related which extended the schedule, but I was pleased with their performance overall.

Where there any unfair change orders or request for contract time extensions?

One time extension granted based on an omission from the Engineer. Change orders were minimal, less than 1%.

Were there any problems with sub-contractors?

No issues.

Were the punch list items completed in a timely manner?

A little bit over time, but it was marginal.

Was the project constructed as specified?

With some required engineering modifications, yes. The intended use of the facility changed from when it was originally designed, which pulled some challenges on how to properly test the facility in the way it will actually be used.

Did they demobilize and leave site in a timely manner?

Yes.

Were the pay requests/applications for payment correct and all outstanding liens finalized?

Yes. Small learning curve as to how Seminole Tribe procedures work, but once they got it we had no issues.

Would you recommend them to work on one of your projects again?

Yes I would.

Notes:



TETRA TECH

CONTRACTOR REFERENCE QUESTIONNAIRE

Project: City of Palm Bay – South Regional Water Treatment Plant Expansion

Date: October 5, 2020

Name of party spoken to: Jason Lee – Kimley Horn

Project: Town of Jupiter RO Degasifier

Owner: Town of Jupiter

Reference Verification for: Florida Design Contractor

Were they timely with contract schedules?
Yes.

Where there any unfair change orders or request for contract time extensions?
There were some change orders, but all were legitimate. They were all due to additional requests by Engineer, or unforeseen circumstances.

Were there any problems with sub-contractors?
They had one sub that did fiberglass work, DEMCO, but no issue with them. They manage their subs well.

Were the punch list items completed in a timely manner?
Yes.

Was the project constructed as specified?
Yes.

Did they demobilize and leave site in a timely manner?
Yes, no issues.

Were the pay requests/applications for payment correct and all outstanding liens finalized?
No issues for the most part. The first one we had some comments on it but after that one they solved the comments and no problems from there.

Would you recommend them to work on one of your projects again?
I would. They have good attention to detail and are good with paperwork. They are thorough throughout the project.

Notes:



TETRA TECH

CONTRACTOR REFERENCE QUESTIONNAIRE

Project: City of Palm Bay – South Regional Water Treatment Plant Expansion

Date: October 6, 2020

Name of party spoken to: Frank Brinson - McCafferty Brinson Consulting

Project: Membrane Pressure Filters Rehabilitation

Owner: Village of Tequesta

Reference Verification for: Florida Design Contractors

Were they timely with contract schedules?

Yes.

Where there any unfair change orders or request for contract time extensions?

There were 4 change orders, but all were owner initiated.

Were there any problems with sub-contractors?

No major issues with sub-contractors. The electrician was a little slow and the City was not 100% happy, but overall, the project went well, and the City was happy with Florida Design Contractors.

Were the punch list items completed in a timely manner?

Yes.

Was the project constructed as specified?

Yes.

Did they demobilize and leave site in a timely manner?

Yes.

Were the pay requests/applications for payment correct and all outstanding liens finalized?

Yes.

Would you recommend them to work on one of your projects again?

I would.

Notes:



CONTRACTOR REFERENCE QUESTIONNAIRE

Project: City of Palm Bay – South Regional Water Treatment Plant Expansion

Date: October 5, 2020

Name of party spoken to: Marc Stonehouse – CDM Smith

Project: SWRF/SWTP IW-2 Piping & Integration

Owner: City of Cape Coral

Reference Verification for: Florida Design Contractors

Were they timely with contract schedules?

There were delays in the schedule due to having to redo some of the work.

Where there any unfair change orders or request for contract time extensions?

The city had change orders, but some of the time extensions had more to do with them not doing it right the first time and having to redo them. It was a combination of the City and the contractor.

Were there any problems with sub-contractors?

Yes, that was part of the problem, their concrete sub was terrible. The contractor also didn't have appropriate oversight over their concrete sub.

Were the punch list items completed in a timely manner?

No issues, they completed all of it.

Was the project constructed as specified?

Yes.

Did they demobilize and leave site in a timely manner?

No issues.

Were the pay requests/applications for payment correct and all outstanding liens finalized?

No issues.

Would you recommend them to work on one of your projects again?

I don't know what to say about that one. I am kind of on the fence. Some of the things I understood, some things were difficult. The issues might have been due to their PM, or this project might have been an anomaly for them.

Notes:

They got the job done, but it was a painful process. It took longer than expected. At times it felt they didn't have the right people out there. It seemed like they had never worked with stainless steel before. They had issues with the stainless-steel pipes and bolts, it seems like they didn't know what they were doing. They were having trouble overseeing this project on the west coast, because they are based on the east coast, which might have been one of the issues.

P:\IER\08507\200-08507-19001\Construction\BidSupport\Plant\Bid Evaluation\Bids\Florida Design Contractors\Florida Design_Contractor Reference Check_Marc Stonehouse.doc

IFB #72-0-2020/SZ
SRWTP Expansion Well SRO-4

Applied Drilling Engineering, Inc.
 10012 Nort Dale Mabry Hwy Suite
 217
 Tampa, FL 33618
 813-269-8200
paul@applieddrillingengineering.com

Youngquist Brothers, Inc
 15465 Pine Ridge Rd
 Fort Myers, FL 33908
 239-439-4444
bill@youngquistbrothers.com

Layne Christensen
 Company
 5061 Lockett Rd
 Fort Meyers, FL 33905
 239-275-1029
[Blake McMullers@layne.com](mailto:Blake_McMullers@layne.com)

Item	Description	Qty	Unit	Price	Price	Price
1	MOBILIZATION/DEMOBILIZATION	1	LS	\$102,000.00	\$148,480.00	
2	GENERAL REQUIREMENTS	1	LS	\$31,000.00	\$60,000.00	
3	SITWORK	1	LS	\$18,000.00	\$110,118.00	
4	SURFACE CASING (32" BLACK STEEL) – INSTALLED	120	FT	\$82,200.00	\$48,000.00	
5	PILOT HOLE DRILLING (6" MINIMUM)	200	FT	\$55,000.00	\$80,000.00	
6	WELL CASING (24" CERTA-LOK PVC SDR17) - INSTALLED	320	FT	\$171,200.00	\$128,000.00	
7	OPEN HOLE DRILLING	530	FT	\$79,500.00	\$212,000.00	
8	CEMENT GROUT – INSTALLED	45	CY	\$18,000.00	\$24,300.00	
9	CONCRETE PAD AND FLANGE CAP	1	LS	\$18,000.00	\$20,000.00	
10	WELL DEVELOPMENT	40	HR	\$16,400.00	\$32,000.00	
11	STEP-DRAWDOWN TESTING	4	HR	\$8,000.00	\$8,000.00	
12	CONSTANT RATE DISCHARGE TEST	8	HR	\$16,000.00	\$16,000.00	
13	INSTALL AND REMOVE DISCHARGE LINE	1000	FT	\$32,000.00	\$2,000.00	
14	GEOPHYSICAL LOGGING	1	LS	\$22,000.00	\$40,000.00	
15	VIDEO LOGGING	1	LS	\$6,000.00	\$30,000.00	
16	PLUMBNESS AND ALIGNMENT TEST	1	LS	\$2,000.00	\$20,000.00	
17	DISINFECTION & BACTERIOLOGICAL CLEARING	1	LS	\$1,500.00	\$3,000.00	
18	INORGANIC WATER QUALITY ANALYSIS	1	LS	\$2,000.00	\$3,000.00	
19	DRINKING WATER STANDARDS ANALYSIS	1	LS	\$5,000.00	\$5,000.00	
TOTAL BASE BID AMOUNT IN NUMBERS				\$685,800.00	\$989,898.00	NO BID



Ardaman & Associates, Inc.

Geotechnical, Environmental, and
Materials Consultants

A Tetra Tech Company

October 2, 2020
File Number 18-10-0416A

Palm Bay Utilities Department
250 Osmosis Drive SE
Palm Bay, Florida 32909

Attention: Mr. Christopher Little, P.E.

Subject: Bid Evaluation for South Regional Water Treatment Plant Expansion Well SRO-4
City of Palm Bay Invitation to Bid #72-0-2020/SZ

Dear Mr. Little:

As requested, Ardaman & Associates, Inc. (Ardaman) is pleased to provide the City of Palm Bay a bid evaluation for the South Regional Water Treatment Plant Expansion Well SRO-4 project (IFB #72-0-2020/SZ). A total of two bids were received by the City for this project. All of the bidders were determined capable to perform the work based on personal experience with the contractors and example projects performed. The required forms were provided by both bidders.

The bids for the project include items 1 through 19 for well construction and testing services. The complete bid tabulation is shown in Table 1 with information as provided to us by the City. The bid totals are as follows:

	<u>Total Bid</u>
1. Applied Drilling Engineering, Inc.	\$685,800.00
2. Youngquist Brothers, Inc.	\$989,898.00

The apparent low bidder is Applied Drilling Engineering, Inc. with a total bid of \$685,800.00. The next highest bidder was Youngquist Brothers, Inc. with a total bid of \$989,898.00, which is \$304,098.00 higher than Applied Drilling Engineering's bid. We believe the lack of other bidders and the higher than expected bids are indications that the water well industry is currently very busy.

Ardaman and Tetra Tech have reviewed the bid document information and verified the references to determine the responsiveness of Applied Drilling Engineering, Inc. with respect to technical competence, technical qualifications, and the ability to comply with the project schedule. Our review of the recommended bid has revealed that Applied Drilling Engineering, Inc. has the capability to perform the work required for the project. Contractor Reference Questionnaires are attached for your review.


The City should verify that all of the submitted documents meet the City's requirements for the project. Ardaman recommends that the City award the project to Applied Drilling Engineering, Inc.

City of Palm Bay
South Regional WTP Expansion Well SRO-4
Bid Evaluation
File Number 18-10-0416A

-2-

We appreciate the opportunity to submit this bid evaluation and look forward to working with you on this important project. If you have questions or need additional information, please do not hesitate to contact us.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.



Douglas P. Dufresne, P.G.
Senior Hydrogeologist/Project Director
Florida License No. 1527

C: Jon Bundy, P.E., Tetra Tech

CITY OF PALM BAY
SOUTH REGIONAL WATER TREATMENT PLANT EXPANSION WELL SRO-4
BID TABULATION #72-0-2020/SZ

				Applied Drilling Engineering	Youngquist Brothers Inc.
	Item	Estimated Quantity	Units	Cost Estimate	Cost Estimate
1	Mobilization/Demobilization	1	LS	\$102,000.00	\$148,480.00
2	General Requirements	1	LS	\$31,000.00	\$60,000.00
3	Sitework	1	LS	\$18,000.00	\$110,118.00
4	Surface Casing (32" Black Steel) - Installed	120	FT	\$82,200.00	\$48,000.00
5	Pilot Hole Drilling (6" Minimum)	350	FT	\$55,000.00	\$80,000.00
6	Well Casing (24" Certa-Lok PVC SDR17) - Installed	350	FT	\$171,200.00	\$128,000.00
7	Open Hole Drilling	500	FT	\$79,500.00	\$212,000.00
8	Cement Grout - Installed	45	CY	\$18,000.00	\$24,300.00
9	Concrete Pad and Flange Cap	1	LS	\$18,000.00	\$20,000.00
10	Well Development	40	HR	\$16,400.00	\$32,000.00
11	Step Drawdown Testing	4	HR	\$8,000.00	\$8,000.00
12	Constant Rate Discharge Test	8	HR	\$16,000.00	\$16,000.00
13	Install and Remove Discharge Line	1000	FT	\$32,000.00	\$2,000.00
14	Geophysical Logging	1	LS	\$22,000.00	\$40,000.00
15	Video Logging	1	LS	\$6,000.00	\$30,000.00
16	Plumbness and Alignment Test	1	LS	\$2,000.00	\$20,000.00
17	Disinfection & Bacteriological Clearing	1	LS	\$1,500.00	\$3,000.00
18	Inorganic Water Quality Analysis	1	LS	\$2,000.00	\$3,000.00
19	Drinking Water Standards Analysis	1	LS	\$5,000.00	\$5,000.00
			TOTALS	\$685,800.00	\$989,898.00



TETRA TECH

CONTRACTOR REFERENCE QUESTIONNAIRE

Project: City of Palm Bay – South Regional Water Treatment Plant Expansion
Well SRO-4

Date: September 29, 20020

Name of party spoken to: Robert Christophe

Reference Verification for: Apopka Mt Plymouth Well #1 and #4

Were they timely with contract schedules?
Yes

Where there any unfair change orders or request for contract time extensions?
No

Were there any problems with sub-contractors?
No

Were the punch list items completed in a timely manner?
Project has not been completed, but they finalized well related items on time.

Was the project constructed as specified?
Yes

Did they demobilize and leave site in a timely manner?
Yes

Were the pay requests/applications for payment correct and all outstanding liens finalized?
Yes

Would you recommend them to work on one of your projects again?
Very good to work with them. They are not trying to use change orders for small things.

Notes:



TETRA TECH

CONTRACTOR REFERENCE QUESTIONNAIRE

Project: City of Palm Bay – South Regional Water Treatment Plant Expansion
Well SRO-4

Date: September 29, 20020

Name of party spoken to: Rob Brooks

Reference Verification for: Indian Lakes State Forest Deep Monitor

Were they timely with contract schedules?
Yes

Where there any unfair change orders or request for contract time extensions?
No

Were there any problems with sub-contractors?
No

Were the punch list items completed in a timely manner?
Yes

Was the project constructed as specified?
Yes

Did they demobilize and leave site in a timely manner?
Yes

Were the pay requests/applications for payment correct and all outstanding liens finalized?
Yes

Would you recommend them to work on one of your projects again?
Yes, would certainly use them again.

Notes:



TETRA TECH

CONTRACTOR REFERENCE QUESTIONNAIRE

Project: City of Palm Bay – South Regional Water Treatment Plant Expansion
Well SRO-4

Date: September 29, 20020

Name of party spoken to: Allan Boree

Reference Verification for: Ponce de Leon Public Supply Well 2

Were they timely with contract schedules?

Yes. We held them up at the beginning, but once they started they completed their work on time.

Where there any unfair change orders or request for contract time extensions?

No, they came under the budget.

Were there any problems with sub-contractors?

No.

Were the punch list items completed in a timely manner?

Yes.

Was the project constructed as specified?

Yes.

Did they demobilize and leave site in a timely manner?

Yes.

Were the pay requests/applications for payment correct and all outstanding liens finalized?

Yes.

Would you recommend them to work on one of your projects again?

Very reasonable and good to work with, we would hire them again. They are very competitive, have good communication and good equipment. They completed a 12-inch steel casing for us, not sure about any larger wells though.

Notes:



TETRA TECH

CONTRACTOR REFERENCE QUESTIONNAIRE

Project: City of Palm Bay – South Regional Water Treatment Plant Expansion
Well SRO-4

Date: September 29, 20020

Name of party spoken to: Mark McNeal

Reference Verification for: Tampa Augmentation TAP-E Recharge Well

Were they timely with contract schedules?
Yes

Where there any unfair change orders or request for contract time extensions?
No

Were there any problems with sub-contractors?
No, most work self-performed.

Were the punch list items completed in a timely manner?
Yes

Was the project constructed as specified?
Yes

Did they demobilize and leave site in a timely manner?
Yes

Were the pay requests/applications for payment correct and all outstanding liens finalized?
Yes

Would you recommend them to work on one of your projects again?
Yes, we have done a lot of work with them. We are always excited when we get to work with them, as we know it will be a problem-free project.

Notes:



July 14, 2020

Mr. Christopher Little, P.E.
City of Palm Bay
250 Osmosis Dr. SE
Palm Bay, FL 32909

**Subject: South Regional Water Treatment Plant Expansion
Task Order 01-2019-004**

Tt # 200-08507-BP

Dear Mr. Little:

Please see attached our professional services proposal for the subject Task Order. This proposal includes construction administration and startup services for the proposed expansion of the South Regional WTP (SRWTP).

If you should have any questions, please do not hesitate to contact me at 407-839-3955.

Very truly yours,

Tetra Tech

A handwritten signature in blue ink, appearing to be 'JB' or 'Jon Bundy', written over a light blue horizontal line.

Jon Bundy, P.E.
Project Manager

Attachments

JCB/ab/SRWTP Expansion/Little_071420.doc

C: Jon Fox, PE Tetra Tech

EXHIBIT I

SCOPE OF SERVICES

CITY OF PALM BAY, FL

PROFESSIONAL SERVICES FOR THE SRWTP EXPANSION AND NRWTP REVERSE OSMOSIS REHABILITATION ENGINEERING

**In Accordance with the City's Master Agreement #47-0-2018/JM
January 9, 2019**

TASK ORDER 01-2019-004

I. PROJECT DESCRIPTION

The City of Palm Bay owns and operates the South Regional Water Treatment Plant (SRWTP), which was constructed in 2006 and utilizes reverse osmosis (RO) treatment for treatment of groundwater from the Floridan Aquifer. The existing WTP has an existing rated capacity of 4.0 million gallons per day (MGD). In order to meet the City's continued growth demands, the City is interested in expanding the SRWTP from 4.0 MGD to 6.0 MGD. The City anticipates a second expansion to 10.0 MGD in the future to provide additional processing capacity necessary for meeting future demands.

On August 2, 2018, the City of Palm Bay authorized the Utilities Department to enter into negotiations with Tetra Tech, Inc. regarding RFQ No 47-0-2018 for professional architecture and engineering services related to the South Regional Water Treatment Plant (SRWTP) expansion and North Regional Water Treatment Plant (NRWTP) reverse osmosis rehabilitation design. The scope of services herein is associated with expansion of the treatment capacity of the SRWTP from 4.0 MGD to 6.0 MGD. Engineering services for this Task Order consist of construction administration and startup services. Preliminary design, final design, and permitting services were completed under Task order 01-2019-001 and bidding services were authorized under Task order 01-2019-003. Additionally, the NRWTP RO Rehabilitation project is being delivered under separate task orders and are therefore not included in the scope of services below.

II. SCOPE OF SERVICES

TASK 1: CONSTRUCTION AND STARTUP SERVICES

Construction Administration

Upon award of the project, Tetra Tech will assist the CITY with construction administration and shall complete the following tasks based on estimated construction duration of 15 months and an estimated on-site construction period for inspection services of 52 weeks. If construction is extended beyond the projected 15-month period, additional construction management services will be required. During the construction phase, Tetra Tech will assist with the following:

1. Prepare for and attend one (1) pre-construction meeting. Tetra Tech will be responsible for preparing and distributing meeting summary.
2. Attend progress and specially scheduled meetings throughout progress of the project. Progress meetings will be held monthly, and additional meetings as needed to coordinate work in progress. It is anticipated that 18 meetings (1 progress meeting per month and up to 3 specialty meetings) followed by a site visit, will be needed based on anticipated construction duration of 15 months. Tetra Tech will be responsible for preparing and distributing meeting summary.
3. Make site visits to the construction site at intervals appropriate to the various stages of construction in order to observe the progress and quality of the Work. These will be scheduled during critical points during the construction of the project and will be determined based upon the Contractor's schedule. It is anticipated that six (6) site visits with an average duration of approximately 2 hours will be required. These site visits will be to observe the progress and quality of the construction and its general conformance to the Contract Documents. In addition, Tetra Tech will notify the CITY of observed work which does not conform to the Contract Documents and make recommendations for its correction.
4. Review shop drawings and other required submittals to determine conformance with the design concepts of the project and compliance with the requirements provided in the Contract Documents. Shop drawings will be reviewed up to two (2) times per submittal with additional review fees to be paid to Tetra Tech by the Contractor through the CITY. It is estimated that up to (70) submittals will be received.
5. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations. It is estimated that up to (40) RFIs will be responded to.
6. Assist the CITY with development of and approval of Change Orders required due to unforeseen conditions.
7. Review the monthly applications for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise the CITY of the recommended payments to the Contractor.
8. After successful demonstration tests and upon written request by the Contractor, conduct a substantial completion inspection of the project with the CITY and distribute a punch list of observed deficiencies to be completed by the Contractor prior to the final completion date. The project will be certified substantially complete only if the work is sufficiently complete in accordance with the contract documents, so that the work can be utilized for the purposes for which it is intended. Upon written request by Contractor, conduct a re-inspection to confirm the substantial completion punch list items have been addressed and subsequently provide a substantial completion certificate to the CITY.
9. Following Substantial Completion and upon request of the CITY, Tetra Tech shall assist the CITY and the Contractor in the initial startup of the new membrane treatment units. This service shall not extend beyond 60 days from the date of substantial completion and shall

include review and comments on Contractor's startup plan and being on-site (two (2) days maximum) during the actual startup to assist the CITY in the initial startup and testing.

10. Upon written request by Contractor, conduct a final completion inspection of the Project with the CITY to determine if Work is finally complete or compile and distribute a punch list of items to be addressed. Upon written request by Contractor, conduct a re-inspection to confirm that final completion punch list items have been addressed and subsequently provide a final completion certification to the CITY and recommend that the CITY make final payment to the Contractor.
11. Review and approve operation and maintenance (O&M manuals) for mechanical and electrical equipment.
12. Review Contractor closeout documentation (to be submitted with Final Pay Request), to include but not be limited to warranties, release of liens and related documentation as required by the CITY.
13. Review the Contractor's as-built submittals monthly for adequacy and review listing of deviations from the construction permit and approved construction documents. Provide record drawings for the CITY's use from information provided by the Contractor delineating the dimensions, locating, and elevation of all facilities constructed. Provide the CITY with one (1) CD electronic file of record drawings in AutoCAD version 2019 and in PDF format and three (2) sets of prints of the record drawings.
14. Prepare and submit certifications and required supporting documentation to regulatory agencies having jurisdiction.

Construction Engineering Inspection

Upon commencing the construction phase, CONSULTANT will provide construction engineering inspection (CEI) services to assist the CITY's full-time inspector. Our scope of services is based on utilizing one (1) Construction Inspector as needed during the construction activity for a total of 1,040 hours (two days per week for 65 weeks). During their time on-site, the Construction Inspector is to perform the following:

1. Assist the CITY in observing progress and quality of the Work.
2. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the Construction Inspector, CONSULTANT shall endeavor to provide further protection for the City against defects and deficiencies in the Work. However, CONSULTANT shall not, as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3. The duties and responsibilities of the Construction Inspector is limited to those specified within this scope of services and in the Contract Documents, and are further limited and described as follows:
 - a. General: Construction Inspector to act as the CITY's agent at the Site, will act as directed by and under the supervision of the CITY, and will confer with the CITY regarding Construction Inspector's actions. Construction Inspector's dealings in matters pertaining to the Contractor's work in progress shall in general be with the CITY. Construction Inspector's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - b. Liaison:
 - 1) Assist in serving as the CITY's liaison with Contractor when Contractor's operations affect the CITY's on-site operations.
 - c. Review of Work and Rejection of Defective Work:
 - 1) Report to CITY whenever Construction Inspector believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CITY of that part of work in progress that Construction Inspector believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - d. Inspections, Tests, and System Startups:
 - 1) Assist the CITY in observing pressure tests, bacteriological tests, compaction tests, etc. while on-site.
 - e. Records:
 - 1) Take photos daily of the project site(s) and work progress and provide electronically to the CITY.
 - 2) Maintain records for use in preparing Project documentation.
 - 3) Upon completion of the Work, furnish original set of all CEI related project documentation to the CITY.
 - f. Payment Requests:
 - 1) Review draft Applications for Payment in the field with Contractor for the purpose of confirming quantities in advance of Contractor forwarding final application to the CITY.

g. Completion:

- 1) Before the CITY issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- 2) Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

h. Construction Inspector shall not:

- 1) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2) Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3) Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- 4) Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the CITY or Contractor.
- 5) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CITY.

Startup Services

1. Tetra Tech shall review the Contractor's startup plan for conformance with the requirements of the construction documents and provide review comments to be addressed by the Contractor prior to start-up and testing of the completed work.
2. Tetra Tech will review updates required to the Operations Manual, to assist the City with any modifications made to the SRWTP's existing operating procedures. The Operations Manual will not be an accumulation of manufacturers data but a supplement thereto and will include items such as: (a) operator control procedures, (b) emergency operations, (c) lab control procedures, (d) sub-system schematics, (e) instrumentation systems, (f) regulatory requirements, (g) records and reports, and (h) other information needed by the plant operator relative to daily operation needs of the system and its individual sub-systems and components.
3. Following the Contractor's completion of pre-requisite startup activities per the construction documents, Tetra Tech will be on-site for up to five (5) days to witness operational startup and testing, to include observation of functional testing of the integrator and manufacturer furnished control systems and including the witnessing of proper control system automation, fine tuning of control loops, and stability of controls at both sub-system

and overall system levels. Tetra Tech will provide field observations to the City and Contractor of substantial deficiencies in either controls or process equipment that are observed during the startup testing period and require correction prior to demonstration testing.

4. Following the Contractor's addressing of observed deficiencies from startup and testing, Tetra Tech will be onsite during the 2 days of the 5-day demonstration testing of entire system. Tetra Tech will check for conformance of the Contractor's testing and startup activities in accordance with the construction documents. An additional 3 days are proposed for trouble shooting and shakedown of the facility.
5. Upon successful completion of the start-up, demonstration and testing the owner will receive specified training for the installed equipment, provided by the manufacturer. Tetra Tech will be present during one (1) day of the overall treatment system training and provide a training session to consist of an overview of the treatment facilities and the design intent.

TASK 2: HYDROGEOLOGICAL SERVICES

Tetra Tech will provide the following hydrogeologic services relative to SRWTP Additional Brackish Supply Well. (1) well construction administration and permitting; (2) well construction and testing observation; and (3) preparation of a well construction summary report. The well design was completed under Task order 01-2019-001 and the bidding and award services were included under Task order 01-2019-003. The following work effort is proposed to achieve the project objectives.

1. Well Construction Administration and Permitting

Tetra Tech will attend the City's pre-construction meeting with the selected water well contractor prior to start of work to get the project underway. Tetra Tech will assist the selected contractor with the well construction permit application as needed. Tetra Tech will receive, review, and take appropriate action on, and return shop drawing submittals on all casings, centralizers, grout, drilling mud, field testing devices, and other well materials required for the project. During the well construction and testing of the new well, Tetra Tech will attend progress meetings as required for the successful completion of the project. Progress invoices submitted by the water well contractor will be reviewed by Tetra Tech to ensure invoiced items have been completed as specified and are ready for payment. If a letter modification is required by the St. Johns River Water Management District for the selected well location, Tetra Tech shall prepare that letter modification. However, if additional consumptive use permitting services are required such as new groundwater modeling to show no adverse impacts to moving the proposed well, additional compensation will need to be approved for these services.

2. Well Construction and Testing Observation

Construction

Tetra Tech will provide up to 120 hours of quality control observations during the assumed 200-hour well construction period. We will provide a hydrogeologist or scientist to observe portions

of the following processes: pilot hole drilling, setting of centralizers, casing emplacements, grouting, welding of casings, and completion of the open borehole.

Well Development

Tetra Tech will provide up to 40 hours of development observation to measure sand content and turbidity through the development process. The well driller will be required to provide well development at the specified rates and development methods. If development is not proceeding as expected, alternate methods can be pursued prior to the allotted development time being expended. The new production well should produce water with turbidity less than 1 NTU and sand content less than 1 ppm before being placed into service.

Step-Drawdown Testing

Tetra Tech will be present for the step-drawdown testing to assist in the data collection and to ensure the flow rate is maintained as specified, and that the required water levels are collected. A total of 8 hours of setup and testing observation has been allotted for this task.

Geophysical and Video Logging

Tetra Tech will be on-site during the geophysical logging and the video logging of the well to note any problems or concerns with the borehole or the completed well. The final video log confirms the final well casing setting depth and the total well depth. A total of 8 hours of setup and logging observation has been allotted for this task.

Water Quality Sampling

Tetra Tech will collect water quality samples during the pilot hole construction to help define the changes in water quality with depth. Tetra Tech will collect the drinking water standards samples at the end of the step-drawdown testing; the water quality analyses will be included in the water well contractor's contract. A total of 24 hours of sample collection and field analyses has been allotted for this task.

3. Well Construction Summary Report

Tetra Tech will prepare a well construction summary report to summarize the well construction process including drilling, casing installation, grouting, development, and testing. The results and analyses of each of the performed tests will be included. This summary report will be a vital resource to evaluate the well's performance over time.

III. PROJECT REPRESENTATIVES

City of Palm Bay: Christopher Little, P.E.

Tetra Tech: Jarrett Kinslow, P.E. / Jon Bundy, P.E.

Subconsultants: Electrical, Instrumentation and Control Design – Wade Trim
Hydrogeological and Geotechnical – Ardaman and Associates

IV. DELIVERABLES

- Conformed Construction Documents (PDF Format / 2 Sets of Hard Copies)
- Record Documents (PDF Format / 2 Sets of Hard Copies)

V. SCHEDULE

A general project schedule that addresses each activity is presented below, to commence following notice to proceed.

Task	Estimated Duration (Days)	Estimated Duration (months)	Cumulative Schedule (months)
Well SRO-4 Construction to Substantial Completion	120	4	4
Well SRO-4 Final Completion and Closeout	30	1	5
ROWTP Construction to Substantial Completion	390	13	16
ROWTP Final Completion and Closeout	60	2	18

VII. COMPENSATION

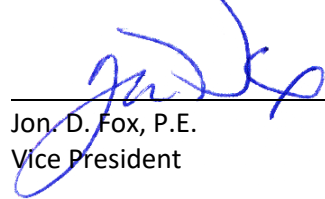
The total lump sum compensation for the Scope of Services described in Section II is \$543,351. A detailed breakdown of the estimated compensation for the Scope of Services is presented in Exhibit II. The project will be billed monthly as a lump sum based on the percentage complete. A task level breakdown of fees is provided below.

Task 1 – Construction Administration Services	\$492,683
Task 2 – Hydrogeological Scope of Services	\$50,668
Total	\$543,351

VIII. ACCEPTANCE

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

TETRA TECH, INC.



Jon. D. Fox, P.E.
Vice President

July 14, 2020

Date

CITY OF PALM BAY

Date



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: 10/15/2020

RE: Award of Bid: Road bond paving, Units 24 and 25 – IFB 79-0-2020 – Public Works Department (Asphalt Paving System, Inc. - \$8,851,279).

The Unit 24 & 25 is the third 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) and micro surfacing of existing roadways within Unit 24 & 25. The project also includes thermoplastic striping, pavement markers and the FDR of San Filippo Drive.

The City received four bids. The Procurement Department staff reviewed the four 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 was \$14,269,980.40. The lowest bid is \$8,046,617.08. 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, out of Zephyrhills, Florida for award of IFB #79-0-2020/JM – Road Bond Paving – Unit 24 & 25.

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 \$804,662 to cover any unforeseen change orders which is typical for construction projects. The contingency request is for funding appropriation of the project only. The City's Procurement Ordinance governs the Council approval process for change orders. The Chief Procurement Officer can approve change orders up to a cumulative total of 10%, or individual change orders not to exceed \$100,000, whichever is lower; any change order in excess of \$100,000 or any change orders which cumulatively exceed 10% will be brought before Council for approval. Any funds remaining once the project has been closed will be transferred back to Road Bonds.

REQUESTING DEPARTMENT:

Public Works, Procurement

FISCAL IMPACT:

The total project award of \$8,046,617.08 plus \$804,662 for contingency change orders will result in a total appropriation of \$8,851,279.08 from the GO Road Bond unassigned funds to G/L Account 309-7090-541-6303, \$3,822,706.24 Project No 20GO14 Unit 24 Road Paving; \$5,028,572.84 Project No 20GO15 Unit 25 Road Paving.

RECOMMENDATION:

Motion to approve award of IFB #79-0-2020JM – Road Bond Paving – Unit 24 & 25 to Asphalt Paving System, Inc.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, Acting City Manager

THRU: Patricia Smith, City Attorney; Frank Watanabe, Public Works Director/City Engineer

DATE: 10/15/2020

RE: **Contract: Amendment to RFP 03-0-2020, solid waste and recycling collection services – Public Works Department (Republic Services of Florida – no fiscal impact).**

On Thursday, May 28, 2020, Council awarded the franchise agreement to Republic Services (Contractor) for the solid waste and recycling services. The new contracted service provides residents twice-a-week garbage collection, once weekly recycling collection, and pickup for bulk and yard waste with no volume restrictions. The standard service includes one (1) trash and one (1) recycle cart with an option of a 35-gallon, 64-gallon, or 95-gallon cart. Additional carts are available on request.

The following information is provided as an amendment to the originally awarded contract 03-0-2020/SB Solid Waste and Recycling Collection Services Contract.

Section 1: Definitions - Amend 1.4 Carts – Amend 96-gallon cart to 95-gallon cart in definitions and throughout the agreement. This correction is necessary as the original proposal reflected 95-gallon cart sizes, however the original agreement referenced 96-gallons.

Section 1: Definitions - Addition of 1.9 Contaminated Recyclable Material – Waste which contains more than 20% of non-Recyclables, contains Excluded Waste, and/or is rejected by the material recycling facility (an “Unacceptable Load”). All subsequent numbers have been adjusted to accommodate the addition within this section. This definition has been added due to the July 1, 2020 effective date of bill CS/HB 73-Environmental Regulation which specifies requirements for contracts between residential recycling collectors or recovered materials processing facilities & counties or municipalities for collecting, transporting, & processing residential recycling material & contaminated recyclable materials.

Section 1: Definitions – Amend 1.31 Residential Units - A dwelling that consists of less than four contiguous units is considered a Residential Unit. The City has a unique scenario of individually owned multi-family units such as townhomes and condominiums with four or more contiguous units which are considered commercial customers under the current Agreement. Due

to the uniqueness of these multi-family units, historically the City has billed these units as residential not commercial. This amendment will allow the City to continue this practice. Language being added includes: "A townhouse development comprised of individually owned units shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit."

Section 5: Contractor's Obligations Prior to Commencement Date – Amend 5.1.e

Replaced "Within six months of" with "Prior to" commencement of services language regarding the timing on when the Contractor was required to provide a vehicle and equipment list and route summary to the City Manager, which has been completed.

Section 5: Contractor's Obligation Prior to Commencement Date - Amend 5.3 - Exchange of Carts and Bins – the residential cart swap-out days have been changed to provide residential customers with additional time to evaluate their needs and determine what cart size will best meet their service needs. More specifically, the amendments include:

- Residential customers with additional carts have the option to exchange two sixty-four-gallon carts for one ninety-five-gallon cart without charge, one time during the period of January 1 – January 14, 2021; previous language provided this option up to November 1, 2020.
- Residents have the option to request a one-time container size exchange of one sixty-four (64) gallon Cart without charge during the period of October 1, 2020 through December 31, 2020. Previous language provided this option up to November 1, 2020. The Cart exchange will occur February 1 - February 28, 2021.

• **Section 11.1 a and b: Invoicing and Payments** – This amendment will relieve the administrative burden the City will bear by calculating the collection of residential payments compared to services billed services. Instead of paying based on what the City collected monthly and truing up at the end of a quarter based on services billed, the City will pay full invoice monthly based on services billed. This change is due to the administrative burden in calculating the collection of billed services compared to payments collected. There is no change to the end result as originally stipulated in the Agreement - the City remains responsible for full payment to the contractor, regardless of collections. Additionally, language was not originally included in the Agreement to identify the charge/billing process for additional carts. More specifically, the amendments include:

- 11.1.a Removal of "and on a quarterly basis, parcel data and a list of addresses billed for the Services by the City."
- 11.1.b Addition of "Contractor shall also invoice the City for each additional Cart provided to a residential Customer. The charge for each additional Cart will be \$9.79 per month."
- Removal of "all payments received from customers billed monthly for Services provided by Contractor pursuant to this Agreement"
- Removal of "If the City receives a partial payment, the City shall remit the partial payment and any additional payments the City receives for the delinquent accounts."
- Removal of "No later than 90 days from receipt of the invoice due date, the City shall remit to the

Contractor the full outstanding balance on the invoice irrespective of whether customers have fully paid the balance to the City.”

• **Section 17: Public Education and Awareness Program** – These additions are due to the July 1, 2020 effective date of Bill CS/HB 73-Environmental Regulation mentioned above in Section 1 amendment.

• 17.3 Addition of “Contractor is not required to collect, transport or process contaminated recyclable material, except pursuant to the terms of this Contract and as defined herein to”.

• 17.3.1 Addition of “Contractor is also committed to assisting the City in accomplishing the State of Florida’s goal in reducing the collection of contaminated materials.”

• 17.3.2 Addition of the last sentence, “with the purpose of enhancing recycling and also reducing levels of contamination in the materials collected.” All subsequent numbering has been adjusted to accommodate the additions within the section.

Exhibit B: Due to the date of the cart exchange amendment in Section 5, Exhibit B exchange cart date changed from November 14, 2020 to December 31, 2020.

Below table references the changes, additions and removals from above:

Topic	Reference	Original	Amendment
Cart Size	Section 1.4 & Throughout Agreement	96-gallon	95-gallon
Contaminated Recyclable Material	Section 1.9	N/A	Added
Amend exception of individually owned Multi-Family Units	Section 1.31	Individual townhome units treated as commercial	Individual townhome units treated as residential
Date to provide vehicle, equipment and route	Section 5.1. e	Six months of Commencement	Prior to Commencement
Multiple Cart Exchange Dates	Section 5.3	Before November 1, 2020	January 1 – January 14, 2021;
One-time Container Size Request	Section 5.3	Before November 14, 2020	During the period of October 1, 2020 through December 31, 2020
One-time Container Size exchange dates	Section 5.3	N/A	February 1 – February 28, 2021
Invoice Process	Section 11.1. a and 11.1. b	Monthly and Quarterly Review	Monthly Only
Contaminated Recyclable Material	Section 17.3; 17.3.1 and 17.3.2	N/A	Added
Pricing for Residential Extra Services Effective Date	Exhibit B	November 14, 2020	December 31, 2020

REQUESTING DEPARTMENT:

Public Works, City Attorney's Office

FISCAL IMPACT:

No Fiscal Impact as the amendments do not affect the contract estimated value of \$18,301,027.

RECOMMENDATION:

Motion to approve amendment of 03-0-2020/SB Solid Waste and Recycling Collection Service Contract.

ATTACHMENTS:

Description

Amendments for AFA with Republic - CAO PDS

CITY OF PALM BAY MATERIALS MANAGEMENT AGREEMENT

This City of Palm Bay Materials Management Agreement (the “**Agreement**”) is made and entered into this _____ day of _____, 2020 (“Effective Date”), by and between the City of Palm Bay, a Municipal Corporation of the State of Florida (“**City**”), and Republic Services of Florida, LP., a Limited Partnership of the State of Florida (“**Contractor**”), which is authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the City issued a Request for Proposals (RFP) (#03-0-2020/SB) for the award of a Franchise Agreement to provide collection and transport services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and for commercial solid waste collected in individual containers, frontloading containers/bins, and compactors citywide; and

WHEREAS, the Contractor submitted a proposal in response to the City’s RFP; and

WHEREAS, the City has relied upon the proposal and other information provided by the Contractor concerning the Contractor's experience and ability to provide Collection Services to the City; and

WHEREAS, City desires that Contractor provide Services for the Location Types as set forth in this Agreement and Contractor desires to do so in accordance with the terms of this Agreement; and

WHEREAS, the City Council finds that granting an exclusive franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety and welfare of the residents of the City of Palm Bay; and

WHEREAS, the City Council finds that the franchise granted in this Agreement properly balances the City Council's desire to provide excellent, environmentally sound Collection Services to the City's residents and the City Council's desire to minimize the cost of such services.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1: DEFINITIONS

1.1 **Bags** – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs. Bags shall be used for Solid Waste.

1.2 **Bin** – Metal receptacle (roll-off container, dumpster, compactor, or the like) designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial or Industrial Units.

1.3 **Bulky Waste** – Large discarded household items such as white goods, furniture, mattresses, residential move-out piles and other similar items and materials with weights or volumes greater than those allowed for Bins or Containers. Bulky Waste shall not include any Excluded Waste, Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter.

1.4 **Cart**- A City-owned container available in sizes of 35-gallon, 64-gallon or 95-gallon that is designed for the purpose of curbside collection of Solid Waste or Recyclable Materials, constructed of plastic having a tightly fitted lid and compatible with the standard American semi-automated bar-locking lifters and fully-automated arm lifters.

1.5 City Manager- The City Manager or employee(s) designated in writing by the City Manager to represent the City in the administration and supervision of this Agreement.

1.6 Commencement Date- October 1, 2020, the date when the Contractor shall begin providing Collection Services to the City pursuant to the requirements of this Agreement.

1.7 Commercial Units- All businesses, office buildings, stores, filling stations, motels, laundries, hotels, food service, lodging establishments; service establishments, light industry, heavy industry, schools, churches, hospitals, nursing homes and multi-family units.

1.8 Container for Yard Waste Collection – A receptacle that is constructed of plastic, metal or fiberglass and having handles of adequate strength for lifting.

1.9 Contaminated Recyclable Material – Waste which contains more than 20% of non-Recyclables, contains Excluded Waste, and/or is rejected by the material recycling facility (an “Unacceptable Load”).

1.10 Construction Debris – Discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site.

1.11 Curbside Collection Point (Curbside) - The portion of right-of-way adjacent to paved or traveled City roadways.

1.12 Customer – An individual or business who receives services under this Agreement.

1.13 Disposal Costs - The “tipping fees” or landfill costs charged to the Contractor by others for disposal of the solid waste and industrial wastes.

1.14 Disposal Site – A Waste Material depository, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

1.15 Electronic Waste- Also referred to as e-waste. Includes but is not limited to household electronics such as computers, televisions, stereos, copiers and similar items.

1.16 Excluded Waste – Excluded Waste is Construction Debris, Large Dead Animals, Hazardous Waste Stable Matter, Vegetable Waste, and Special Waste.

1.17 Exempt Waste- Materials that are excluded from the Contractor's exclusive franchise under this Agreement.

1.18 Hazardous Waste – A form of Excluded Waste, defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the

Resource Conservation and Recovery Act of 1976, as amended, and including future amendments, and any other applicable federal, state or local laws or regulations.

1.19 Industrial Permanent Unit – A premise or location requiring Large Commercial and Industrial Refuse collection for a continuous term from a Bin (i.e., a compactor).

1.20 Industrial Temporary Unit – A premise or location requiring Large Commercial and Industrial Refuse collection on only a temporary basis from a Bin (i.e., a 20-yard, 30-yard or 40-yard roll-off container). The collection time period is limited to a specific event or a short-term project.

1.21 Institutional Solid Waste – Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

1.22 Large Commercial or Industrial Refuse – All Bulky Waste, Construction Debris, Solid Waste and Stable Matter generated at a Large Commercial or Industrial Unit.

1.23 Large Commercial or Industrial Unit – All premises, locations or entities, public or private, requiring Solid Waste collection within the corporate limits of City that are not classified as a Residential Unit, Small Commercial Unit, Multi-Family or Municipal Facility. (Metal or plastic container 2 yards or larger.)

1.24 Legitimate Complaint- Any complaint by a Customer or the City in a case where the applicable requirements of this Agreement concerning the collection of Solid Waste and Recyclable Material were not satisfied by the Contractor.

1.25 Missed Collection- Failure to collect the Solid Waste, Yard Trash, Bulky Waste, or Recyclable Material that was properly Set Out for Collection by a Customer on the scheduled collection day.

1.26 Multi-Family –All residential dwelling units of more than four (4) units considered to be condominiums, apartment houses, quadplexes or grouped housing including Residential Assisted Living Facilities.

1.27 Municipal Facilities – Means only those specific municipal locations as set forth on Exhibit C of this Agreement.

1.28 Non-Collection Notice -A written form, flag, sticker or other instrument that is used by the Contractor to notify a Customer of the reason(s) why the materials Set Out by the Customer were not collected by the Contractor.

1.29 Recycling – The collection of Recyclable Materials pursuant to this Agreement, including any delivery of, Recyclable Materials called for by this Agreement.

1.30 Recyclable Materials – The following items are classified as Recyclable Materials under this Agreement:

- (a) Metal or Aluminum Cans – Clean aluminum, tin or steel food or beverage containers.
- (b) Paper and Cardboard – clean and dry flattened cardboard, newspapers, magazines, office paper and common mail.
- (c) Plastic – Bottles and Jugs – food and liquid containers with the lids on (PETE or polyethylene terephthalate and HDPE or high-density polyethylene).

1.31 Residential Unit – Any structure, shelter, trailer, or any part of a multifamily building with fewer than four (4) units used within the corporate limits of the City occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water or domestic electric and power services are being supplied to the unit. A condominium dwelling, whether of single or multi-level construction, consisting of less than four contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. **A townhouse development comprised of individually owned units shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.**

1.32 Set Out - The preparation and placement of Waste Material, Bulky Waste, and E-Waste for collection at the Customer's premises, in accordance with the requirements in this Agreement.

1.33 Small Commercial Unit - A small commercial business including but not limited to, offices, stores, service stations, restaurants, amusement centers, schools, churches, etc. located within the boundaries of the City, and whose Solid Waste is placed in not more than one 96-gallon container per collection day.

1.34 Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste. Solid Waste is commonly referred to as garbage.

1.35 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
- (g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;

(h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);

(i) Waste containing naturally occurring radioactive material (NORM) and/or technologically enhanced NORM (TENORM); and

(j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

1.36 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.37 Tires- Discarded automotive, motor vehicle, and trailer tires, including rims.

1.38 Transition Period- The period of time between the Effective Date and the Commencement Date.

1.39 Transition Plan - A document describing in detail the activities that will be undertaken for the transition period.

1.40 Waste Material – All nonhazardous, Solid Waste (including Yard Waste, Tires and Recyclable Materials) generated at Residential Units and Municipal Facilities that is not excluded by this Agreement. Waste Material shall not include any Excluded Waste.

1.41 White Goods - Large discarded appliances, including but not limited to refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, and air conditioners. White Goods must be generated by the Customer at the Customer's improved real property where the White Goods are collected.

1.42 Vegetable Waste – Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.43 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches and tree trunks. All tree and shrubbery trimmings shall be of such size that they can be readily loaded by one (1) person. Stumps, trees, limbs and other such objects shall be cut in lengths of no greater than four (4) feet if the diameter of the item is less than six (6) inches, and shall be cut in lengths of no greater than two (2) feet if the diameter of the item is greater than six (6) inches. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container. Larger tree trimmings shall be laid neatly in piles at curbside. Branches in excess of two (2) feet in length may, but are not required to be, in a container. Contractor shall be obligated to collect unlimited amounts of yard waste from each Residential Unit.

SECTION 2: CONTRACTOR'S EXCLUSIVE FRANCHISE

2.1 Adoption of Recitals. The above recitals are true and correct and are hereby incorporated by reference.

2.2 Scope of Services. Contractor shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in Exhibit A.

2.3 Sole and Exclusive Franchise. Contractor is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“Location Types”) within the territorial jurisdiction of the City (the “Services”): Residential Units, Small Commercial Units Large Commercial Units, Municipal Facilities, Industrial - Permanent Units and Industrial - Temporary Units.

2.4 Limitations on the Franchise. Contractor has the right, but not the exclusive right, to collect construction and demolition debris.

2.5 Exempt Waste. The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected and taken to a licensed disposal site or Materials Recovery Facility by the owner or occupant of the improved property where the Exempt Waste is generated, or by their agent, at the owner's or occupant's expense.

- a. Land Clearing Debris.
- b. Yard Trash generated by a Commercial Lawn Care Company or plant nursery.
- c. Roofing materials generated, collected, and transported by a roofing company.
- d. Recovered Materials generated on Commercial Property.
- e. Excavated fill and earthen material.
- f. Solid Waste and by-products from an industrial process.
- g. Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- h. Trash and debris associated with farming operations.
- i. Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, Tires (except as provided in Section 7.4), and lead-acid batteries.
- j. Boats, boat motors, and boat trailers.
- k. Disaster Debris.
- l. Hazardous, Biomedical, and Radioactive Waste.
- m. Sludge.

SECTION 3: TERMS AND CONDITIONS

3.1 Initial Term. This Agreement begins on the Effective Date and expires ten (10) years after the Commencement Date.

3.2 Renewal. At the end of the initial term and at the end of each renewal term (if any), the City shall have the right to renew this Agreement for additional two (2) year periods, unless the Contractor gives written notice to the City Manager that the Contractor is not willing to renew this Agreement and such notice is delivered at least three hundred and sixty (360) calendar days before the end of the then current term of the Agreement. Regarding the initial term and the renewal terms (if any), the City shall give written notice to the Contractor at least one hundred eighty (180) calendar days before the end of the then current term if the City

wishes to renew this Agreement. Each renewal term shall be one year in duration, unless the City and Contractor mutually agree to a longer term. Notwithstanding the City's right to renew this Agreement, the cumulative duration of all renewal terms shall not exceed four (4) years.

SECTION 4: SERVICE AREA

4.1 Description of the Service Area. The Service Area for this Agreement shall be the incorporated area of the City of Palm Bay.

4.2 Newly Developed Areas. If the City issues a building permit for development of new areas (of the same Location Types as designated above) within the City's territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Contractor with written notification of such newly developed areas and within thirty (30) days after receipt of such notification, Contractor shall provide the Services as set forth in this Agreement in such newly developed area(s).

4.3 Adjustments to the Service Area. The boundaries of the Service Area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

The annexation of lands after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, such area may be served by another provider. If the City annexes any new areas that it wishes for Contractor to service, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s). In either case, the Contractor shall provide its services to the City (with or without the annexed area) for the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the annexed area is provided by another provider.

SECTION 5: CONTRACTOR 'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE

5.1 Contractor's Transition Plan. Contractor shall participate in transition meetings as scheduled and conducted by the City Manager, to plan and manage the transition process so that no service interruption occurs. Contractor is responsible for providing a smooth transition in services to minimize inconvenience to customers. To accomplish this objective, Contractor shall submit to the City Manager, no later than thirty (30) Days following the Effective Date, a transition plan that provides a detailed description of how Contractor will plan and prepare for providing Residential Solid Waste Collection Services, Residential Recyclables Collection Services, Yard Waste, Bulky Waste and Commercial Solid Waste Collection Services leading up to the Commencement Date. The transition plan must meet the approval of the City Manager. At a minimum, Contractor must address the following specific performance requirements in the transition plan and accomplish them according to deadlines specified in the plan:

- a. Coordination of meetings with the outgoing Contractor and the City, if necessary.
- b. Schedule of transition meetings with the City staff leading up to the Commencement Date.
- c. Schedule for any additional necessary labor, vehicles, equipment, and containers and preparation to obtain the same.
- d. Schedule for removal and replacement of containers utilized by outgoing franchise for Commercial Solid Waste Collection Service.

e. **Prior to** commencement of services, a Schedule for providing a vehicle and equipment list and route summary to the City Manager and ensuring that all vehicles are street legal (registered, insured, licensed, and tagged).

f. Schedule for delivering the Contractor -provided information brochure to all customers (existing and new) prior to the Commencement Date, subject to approval by the City Manager.

g. Schedule for conducting dry-runs of collection routes.

h. Contractor will develop a multi-faceted media and communications plan featuring the City approved mailers, community events, Internet updates, media outreach, and phone calls to provide information about new services to customers. All education and outreach materials and information shall be reviewed and approved by the City prior to dissemination.

i. Contractor will prepare and distribute the City approved educational and outreach materials to all City residents including service days, proper recycling methods, and the local phone number for Contractor's customer service center.

j. Contractor will provide direct access to professional staff to address questions and concerns.

5.2 Contractor will provide Residents:

a. comprehensive information on Carts, including size options.

b. full access to a Contractor based team of transition experts to answer questions and assist residents on choosing the Cart size that best meets their needs.

c. access to a customer service professional before, during, and after business hours that can answer questions about Carts or transition, process requests for a different Cart size, and provide answers on proper recycling.

5.3 Exchange of Carts and Bins. The Contractor shall provide any existing customer the option to exchange two sixty-four-gallon Carts for one **ninety-five** gallon Cart without charge, one time **during the period of January 1 – January 14, 2021**. All other Residential Units shall have the option to request a one-time container size exchange of one sixty-four (64) gallon Cart to either a thirty-five (35) gallon or **ninety-five (95) gallon Cart, without charge during the period of October 1, 2020 through December 31, 2020. The Cart exchange will occur February 1 – February 28, 2021.** Cart exchanges thereafter, other than those which are the Contractor's responsibility as listed in 7.2, shall be subject to the fee schedule in Exhibit B. the Contractor shall provide the size Bin requested by the City or Customer, if the Contractor has the requested size in stock. The Contractor shall deliver the requested Cart or Bin within five (5) operating days after receiving the Customer's request.

SECTION 6: COLLECTION OPERATIONS – GENERAL PROVISIONS

6.1 Location of Carts, Bundles and Piles for Collection. Each cart, bundle or Pile shall be placed at curbside for collection. Containers, Bundles and Piles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bundles and Piles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bundle or Pile not so placed or any Waste Material not in a Cart, Bundle or Pile as specified in the applicable Exhibit C.

6.2 Hours of Operation. Collection of Waste Material shall not start before 6:00 A.M. or continue after 7:00 P.M. Exceptions to collection hours shall be effected only upon the mutual agreement of the City Manager and Contractor, or when Contractor reasonably determines with mutual agreement of the City Manager that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

6.3 Routes of Collection. Collection routes shall be established by the Contractor. Contractor shall submit the Residential Unit and Municipal Facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided

such changes in routes or days of collection are submitted to the City Manager at least two (2) weeks in advance of the commencement date for such changes. Contractor shall promptly give written or published notice, including automated phone calls or other electronic means of communication, to the affected Residential Units.

6.4 Holidays. The Contractor shall not be required to provide Solid Waste, Yard Waste, Bulky Waste or Recycling Service on any holiday the Designated Facility for that service is closed and will not receive such materials. If the scheduled collection day for Solid Waste, Yard Waste or Bulky Waste is a holiday, Contractor shall provide collection on the next scheduled collection day. A holiday schedule will be discussed and finalized by the parties by October 1 for the following year; for the first year of the contract, the holiday schedule will be established during the transition period.

6.5 Collection Equipment. The Contractor shall always possess sufficient vehicles and equipment in good working order as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. All vehicles shall be licensed in the state of Florida and shall be operated in compliance with all applicable state, federal, and local regulations.

6.6 Condition. All equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

6.7 Properly Equipped. Each vehicle shall carry appropriate tools and supplies to clean up litter and spillage that may occur during collection and delivery. All vehicles shall be sufficiently secure so as to prevent littering of material and spillage of fluids during and after transport from pickup location. No vehicle shall be overloaded or unsecure.

6.8 Vehicle and Equipment Inventory. The Contractor shall provide to the City an inventory of vehicles and equipment designated to provide the services specified in this Agreement. This inventory shall include, at a minimum, the inventory identification number, the make and model, the date of purchase, and the age of each piece of equipment and vehicle. The City reserves the right to inspect the Contractor's service facility and the equipment and vehicles used by the Contractor to perform under this Agreement.

6.9 Reserve Vehicles and Equipment. Contractor shall have access to or possess enough additional equipment so that no delays in the daily collection or disposal are experienced. The use of reserve vehicles and equipment shall include, but not be limited to, occasions when frontline vehicles and equipment are out of service, or when unanticipated delays will prevent frontline vehicles and equipment from completing the collection route(s) within the established hours of collection.

6.10 Delivery. All Recyclable Material collected for delivery and sale by the Contractor shall be hauled to a processing facility selected by the Contractor. The charge for processing shall be included in the rates set forth in Exhibit B. Notwithstanding the foregoing, if a load of Recyclable Material is overly contaminated (contains more than 20% of non-Recyclables), contains Excluded Waste, and/or is rejected by the material recycling facility (an "Unacceptable Load"), Contractor may landfill Unacceptable Loads at an approved Disposal Site.

6.11 Customer Education. The Contractor shall notify all Customers at Residential Units about Set Out, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled service type collections.

6.12 Litter or Spillage. The Contractor shall not cause or allow any litter or spillage of Solid Waste or other materials to occur in the City as a result of the Contractor's activities. When the Contractor is transporting Solid Waste or other materials, the materials shall be contained, tied, or enclosed so that leaking, spilling and blowing are prevented. The Contractor shall immediately clean up any litter, leakage, or spillage

caused by the Contractor's activities. If spillage occurs with oil, hydraulic fluids, leachate, or other liquids, the Contractor shall immediately clean up the spill and then report the time, location, and other relevant details to the City Manager.

6.13 Commingling of Materials Prohibited. When collecting or transporting Solid Waste or Recyclables, the Contractor shall not commingle: (a) Recyclables with Yard Waste, Bulky Waste or other types of Solid Waste; (b) Residential Waste with any Solid Waste or other materials collected or generated outside of the City; or (c) Residential Waste with Solid Waste or other materials collected at or generated on any property that is not Residential Property. Different types of Recyclable Materials may be commingled.

6.14 Hazardous Waste Prohibited. The Contractor shall not collect any item or material that is a Hazardous Waste. If Hazardous Waste is placed at a Customer's Curbside Collection Point, the Contractor shall notify the Customer that the Hazardous Waste cannot be collected by the Contractor.

6.15 Specifications for all Recyclable Materials. Recyclable Materials shall comply with the specifications provided by Contractor in Exhibit D.

6.16 Designated Facility. Contractor shall deliver Solid Waste, Bulky Waste and Yard Trash to the Designated Facilities set forth below:

Solid Waste: Sarno Road Transfer Station, 3379 Sarno Road, Melbourne, Florida

Bulky Waste: Sarno Road Landfill, 3379 Sarno Road, Melbourne, Florida

Yard Trash: Sarno Road Landfill, 3379 Sarno Road, Melbourne, Florida

All Designated Facilities shall be properly licensed to receive the collected materials. Recyclables shall be delivered to a licensed Recovery Materials Processing Facility, as defined by Chapter 403, Part IV, Florida Statutes.

6.17 Out of Scope Services May Be Contracted for Directly with Customers. Contractor may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant to such terms and conditions as may be mutually agreed upon by Contractor and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require Customers to use Contractor for such services, but they may do so at their discretion. The City agrees that Contractor may use any information received from the City in marketing all of its available services to the residents and Customers located within the City.

6.18 Employees. All employees shall be competent and skilled in the performance of the work to which they may be assigned. All employees shall have passed a background check to ensure that they do not constitute a hazard to the residents of the City. Failure or delay in the performance of this Contract due to the Contractor's inability to obtain employees of the number and skill required shall constitute a default of the Agreement.

6.19 Non-Discrimination. Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.

6.20 Licenses and Taxes. Contractor shall, at its own expense, obtain and maintain all licenses and permits required by Applicable Law. Any revocation of Contractor's licenses or permits shall be reported to the City Manager within three (3) Days.

SECTION 7: RESIDENTIAL COLLECTION SERVICES

7.1 Frequency. Contractor shall provide twice weekly automated curbside Solid Waste collection, once per week automated single-stream recycling collection and once per week manual collection of Yard Waste, and Bulky Waste (including up to four Tires per year per Residential Unit).

7.2 Carts. Contractor shall take possession of all City-owned 64-gallon containers. Contractor at its own cost and expense shall provide the initial residential Carts for new customers or Carts for existing customers requiring replacement caused by ordinary wear and tear. Initial residential Carts consist of one container for Solid Waste and one for Recyclables in the size chosen by customer of either a sixty-four (64) gallon, a thirty-five (35) gallon or **ninety-five (95) gallon**. Contractor at its own cost and expense shall provide the initial Cart exchange as described in Section 5.3 above. All Carts, whether provided before the Effective Date or during the term of this Agreement, shall be considered property of the City. Contractor may charge for any additional Carts consistent with the fees in Exhibit B. Contractor will collect Cart contents only.

If Solid Waste or Recycling Carts are lost, stolen, damaged or destroyed, not through the willful or intentional abuse or misuse of Customer, Contractor shall deliver to the Customer a replacement Cart within three business days of request at no charge to the Customer.

Repairs to Carts for damage caused by ordinary wear and tear by the Customer or by Contractor shall be the responsibility of Contractor. These repairs include replacement of wheels, lids, hinges, axles, and handles. Contractor shall repair or replace damaged containers. Contractor shall have the right to charge Customers for Carts damaged through willful or intentional abuse or misuse.

7.3 Construction and Demolition Debris from Minor Home Improvement Projects. Contractor understands and agrees to collect as part of its regular Residential Solid Waste Collection Service that small amount of containerized construction and demolition debris resulting from a Residential Customer's minor home improvement projects. However, treated wood (CCA) (ex. wood used for decks, docks, fences, playground and landscaping timbers, utility poles and railroad ties) is prohibited.

7.4 Yard Waste. Residential Customers shall place their Yard Trash at Curbside for Collection. There shall be no limit to the quantity of Yard Waste that will be collected from each residence so long as the Yard Waste is prepared in accordance with the City Code of Ordinance 150.42 (b) and (c).

7.5 Recyclable Materials. Recyclable Materials shall be Set Out for collection in a Recycling Cart. Contractor will collect Cart contents only.

7.6 Bulky Waste. Contractor shall provide unlimited bulky waste collection (including move-out piles on all public right-of way) to residential customers. Contractor will pick up Bulky Waste placed at Customer's Curbside Collection Point once a week. Contractor shall be responsible for identifying the Bulky Waste and picking it up, including arranging for a clam truck to pick up large piles. All Bulky Waste will be removed within three (3) operating days of the driver's logging the bulky waste into the Contractor's computer system or when the Contractor is notified of the Bulky Waste by a Customer.

7.7 Tires. Contractor shall collect up to a maximum of four (4) tires as Waste Material from each Residential Unit per year.

7.8 Time for Placement. Each Residential Customer shall place their Solid Waste, Yard Trash, Bulky Waste and Recyclable Materials at the Curbside prior to 4:00 a.m. on the scheduled collection day(s) for such materials.

7.9 Special Circumstances. The Contractor shall provide wheel-out solid waste container service from single-family residences for residents who are physically disabled and unable, or have no other means, to place their carts, Bulky Waste, White Goods, or Electronic Waste at the collection point. The Contractor will provide the Customer with any needed forms to establish this service.

7.10 Procedures for Missed Collections. If the City Manager or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect the Solid Waste, or Recyclable Material that has been Set Out for Collection. If the Contractor is notified before 12 o'clock p.m. (noon), the Collection shall be completed before the end of that day. If the Contractor is notified after 12 o'clock p.m. (noon), the Collection shall be completed before 12 o'clock p.m. (noon) on the next operating day.

SECTION 8: COMMERCIAL SERVICE

8.1 Contractor shall collect Solid Waste from Commercial Customers at least once per week or pursuant to a Special Event permit, as applicable. Commercial Solid Waste Collection Service shall be provided up to six days a week. Multi-Family units receive Recycling services but do not receive Yard Waste services pursuant to this Agreement.

8.2 Special Waste. This Agreement is not intended to require the Contractor to collect Excluded Waste generated by Commercial Customers.

8.3 Collection Point. Contractor's collection of Solid Waste from Commercial Customers shall be at the locations on the subject property that are mutually acceptable to Contractor and the Commercial Customer, and in compliance with City Code. If a dispute should arise between a Commercial Customer and Contractor regarding the collection point, the City Manager shall designate a commercially reasonable and safe collection point.

8.4 Hours and Holidays. Commercial Solid Waste Collection Service for Solid Waste shall take place between 5:00 a.m. and 7:00 p.m. Monday through Saturday, except as otherwise agreed by the City Manager.

8.5 Holidays. Contractor shall not be required to provide Commercial Solid Waste Collection Service on Holidays. In the event Commercial Solid Waste Collection Service normal collection day falls on a Holiday, Contractor shall provide collection on the next scheduled collection day, unless an earlier make-up date is agreed to between the Commercial Customer and the Contractor.

8.6 Special Events. Contractor shall provide Commercial Solid Waste Collection Service for Special Events pursuant to a written agreement between the Contractor and the Commercial Customer operating the Special Event and subject to the Special Event permit issued by the City.

8.7 Carts or Bins. Collection of Solid Waste from Commercial Customers shall be from Contractor provided Carts or Bins. Commercial Customers utilizing Carts shall be charged based upon a minimum of 2 cubic yards per week. Commercial Customers shall be instructed to place all Solid Waste inside of designated containers. If the Solid Waste placed out for collection is not placed inside of a designated container and Contractor elects to collect the material, Contractor's additional charge shall reflect the number of additional cubic yards serviced. For example, if the Commercial Customer has been designated a dumpster sized for 8 cubic yards and items are placed outside of the Bin, Contractor shall empty the dumpster (8 cubic yards) then Contractor may place the remaining items into the dumpster Container and empty it a second time (additional 8 cubic yards), resulting in twice the charge for servicing the dumpster two times. Contractor shall provide the Commercial Customer being charged for the additional service with a date-stamped photograph showing the reason for the additional service. If Contractor charges for such an additional service more than once during any twelve (12) month period, Contractor may require the Commercial Customer to receive a larger Bin and to pay the rate for such larger Bin. Contractor shall maintain a log of all additional services charged and Bin sizes increased pursuant to this paragraph and provide such log to the City upon request.

8.8 Commercial Recyclables. As required by §§403.7046 and 403.713, Fla. Statutes, this Agreement is not intended to require the Contractor to collect Recyclables generated by commercial establishments and businesses.

SECTION 9: MUNICIPAL FACILITIES

9.1 At no additional charge to the City, the Contractor shall collect and dispose of Solid Waste and Recyclables from Municipal Facilities, as provided in Exhibit E, and for Special Events.

9.2 Contractor shall collect Solid Waste and shall collect Recyclables, which materials are generated by the general public in parks, picnic areas, City streets and property owned, leased, rented and controlled by the City.

9.3 Collection from Municipal Facilities shall be in accordance with the collection schedule. Solid Waste and Recyclables collection service from Municipal Facilities shall be provided based on a schedule agreed to by the parties that prevents the creation of a public nuisance or a threat to the public health, safety, or welfare.

9.4 Collection Point. Contractor collection of Solid Waste and Recyclables from Municipal Facilities shall be at the collection point, which collection point for each of the properties listed as City Property shall be the locations on the subject property that can be accessed by Contractor's vehicles, as determined by the City Manager.

9.5 Special Events. Contractor shall provide, at no cost to the City, collection of Solid Waste and Recycling which is generated at two (2) City annual events: Independence Day Celebration held in July and Holiday Event/ Parade held in December; or at alternate events as requested by the City.

SECTION 10: RATES FOR SERVICES; ADDITIONAL FEES AND COSTS

10.1 Rates for Services. The rates for all Services shall be as shown on Exhibit B, subject to the rate adjustments and additional fees and costs as set forth in this Agreement. The Disposal Costs (also known as "tipping fees") shall be paid by the Contractor and included in the base collection fee.

10.2 Annual Rate Adjustments. The annual adjustment of the rates for all services shall be three percent (3%) annually.

10.3 Cost Adjustments. Once each year, the Contractor may petition the City for a rate adjustment, based on extraordinary changes in the cost of providing services under this Agreement due to (a) any third party disposal or recycling facility being used; (b) changes in local, state, or federal rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) increased fuel costs; and (e) changes in costs due to a Force Majeure Event. The Contractor shall submit appropriate documentation to fully explain and support any claim for a rate adjustment. The Contractor's request shall include an audited statement that documents the extraordinary changes in the Contractor's costs. The City Manager shall review and recommend approval or denial of the rate adjustment. The City Council shall consider the Contractor's request for a rate adjustment at a duly noticed public meeting. At its sole discretion, the City Council may approve or deny the request. If the request is granted, the City Council shall have the right to reduce the Contractor's rates when the cost of the Contractor's operations returns to normal. Every six (6) months after a request is granted, the City Council shall have the right to request, and the Contractor shall prepare, an updated audit to demonstrate why the extraordinary rate adjustment should remain in effect.

SECTION 11: INVOICING AND PAYMENTS

11.1 Customers Billed by the City. The City shall bill the following types of residential customers: single-family homes, duplexes, and triplexes. The City will communicate any changes in service level by customer address to the Contractor. Billing of residential Customers shall be the sole responsibility of the City. Contractor shall not send billing information to residential Customers, unless otherwise directed by the City and approved in writing by the City. No additional fees or charges for residential Solid Waste Collection Services or residential Recyclable Collection Service provided for in this Agreement shall be billed by Contractor. Invoicing by the City to the Residential Customers who have utility services with the City shall be monthly. Customers that do not have City utility services will be billed quarterly.

a. The City shall report to Contractor by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City. Fees will apply only to actual services rendered per residence. "Actual Service" will be linked to the status of utility service at the residence, i.e., utility service on "suspension status" or disconnected for any reason shall not be "active". Solid waste collection service shall not be considered to have been rendered while the utility account is not on active status.

b. Contractor shall invoice the City for the number of addresses reported in 11.1(a) within fifteen (15) days of receiving the City's address count each month. Contractor shall also invoice the City for each additional Cart provided to a residential Customer. The charge for each additional Cart will be \$9.79 per month. The City shall remit payment to the Contractor within 30 days of receipt of Contractor's invoice. The risk of non-payment is borne by the City.

11.2 Invoicing the Customer Directly. Contractor shall be solely responsible for invoicing each individual Customer for all multi-family Units larger than a triplex, Assisted Living Facilities (ALFs) operating in single-family residential properties, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, and Industrial Temporary Units. Services rendered to such Customer under this Agreement within seven calendar days following the end of the month, and the Customer shall pay Contractor's invoices within 30 days. The risk of non-payment for Commercial Customers is borne by the Contractor.

11.3 Payments to the Contractor. Payments to the Contractor may be made by check or ACH only; no purchasing cards or credit cards will be accepted. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). Payments to the Contractor by the City shall not be subject to a late fee if paid in full within 90 days. If the Customer withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided in this Section from the original due date until paid, subject to applicable law.

11.4 Franchise Fee. The Franchise Fee shall pertain to all Commercial Solid Waste Collection Service, including Multi-Family. Contractor shall pay the City a Franchise Fee in the amount of ten percent (10%) of gross revenues collected in the immediately preceding month pursuant to the franchise granted in this Agreement, which payment shall be provided to the City on or before the last calendar day of each month.

11.5 Rebate for Recycled Carts. Carts that are damaged or otherwise unusable may be recycled. Any fee the Contractor receives from the Recycled Carts shall be submitted as a rebate to the City within 30 days of when the fee is received by Contractor.

11.6 Unpaid Invoices. If any amount due to Contractor from a Customer is not paid within sixty (60) days after the date of Contractor's invoice, Contractor may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Contractor suspends Service, the Customer shall pay a service interruption fee in an amount determined by Contractor in its discretion up to the maximum amount allowed by Applicable Law.

11.7 Suspension at Direction of City. If the City wishes to suspend or discontinue Services to a Customer for any reason, the City shall send Contractor a written notice (email is acceptable as long as its receipt is acknowledged by Contractor) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the City shall provide additional email notification to Contractor if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Contractor shall resume services on the next regularly scheduled collection day.

11.8 Verification of City Billings. With respect to any services in which the Contractor's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the Contractor shall be entitled to confirm at least once each year that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate.

SECTION 12: TERMINATION

12.1 This Agreement may be terminated by either party in the event of a material breach by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than one hundred eighty (180) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation in good faith with the terminating party prior to termination.

12.2 The opportunity for consultation will include an opportunity to cure the events leading to any material breach within thirty (30) calendar days of the terminating party's written notice. If additional time is needed to effect a cure, such time may be requested in writing from the terminating party subject to the terminating party's approval, which will not be unreasonably withheld.

12.3 This Agreement may be immediately terminated in writing by the City if (1) a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors; (2) Contractor engages in any dishonest conduct related to the performance or administration of this Agreement; or (3) Contractor fails to obtain and maintain the required Performance Bond.

12.4 Upon termination, the City shall pay Contractor only such charges and fees for the Services performed on or before the termination effective date and Contractor shall collect its equipment, and Contractor shall have no further obligation to perform any Services under this Agreement.

SECTION 13: COMPLIANCE WITH LAWS

Contractor warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Contractor shall not be fined, punished, or otherwise sanctioned under such ordinance. Contractor reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.

SECTION 14: TITLE TO WASTE

Title to Waste Material shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

SECTION 15: NON-COLLECTION PROCEDURES

15.1 The Contractor shall place a Non-Collection Notice on a Customer's Collection Container or other visible location, if the Contractor decides that the Contractor will not collect the Customer's Waste Material because the Waste Material was not Set Out in compliance with the applicable requirements. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container, or other visible location, the City Manager may require the Contractor to return to the Customer's premises promptly and collect the Waste Material. If the City Manager notifies the Contractor before 12 o'clock p.m. (noon), the collection shall be completed before the end of the day. If the City Manager notifies the Contractor after 12 o'clock pm noon, the collection shall be completed before 12 o'clock pm noon on the next Operating Day.

15.2 The Contractor will make commercially reasonable efforts to determine whether a Customer's Recycling Container contains Non-Conforming Material or excessively contaminated Recyclable Materials, but the Contractor is not responsible for taking extraordinary efforts to review the contents of every Container. The Contractor may leave Non-Conforming Material and excessively contaminated Recyclable Materials that is easily visible in the Recycling Container, and the Contractor shall immediately place a Non-Collection Notice on the container, explaining why the material was not collected.

15.3 The Contractor shall not collect Residential Waste or Commercial Waste from a Customer if the Contractor believes the Residential Waste or Commercial Waste contains Excluded Waste, including but not limited to Hazardous, Radioactive, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. If the generator of such waste is unknown, the Contractor shall work with the City Manager to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner.

15.4 If a Cart is temporarily inaccessible, the Contractor shall provide Service later the same day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice and provide Collection Service on the next Operating Day.

15.6 The design and content of the Non-Collection Notices shall be developed by the Contractor but shall be subject to the approval of the City Manager. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any questions for the Contractor.

15.7 Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Cart or Bin that contains the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such Excluded Waste to a facility authorized to accept such Excluded Waste in accordance with Applicable Law and charge the depositor or generator of such Excluded Waste for all direct costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to investigate to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be directly attributed to the City.

SECTION 16: CITY INFRASTRUCTURE IMPROVEMENTS

The City reserves the right to improve any street or other infrastructure such as stormwater, water, or wastewater utilities, which may prevent Contractor from traveling its accustomed route or routes for collection within reason. No additional compensation shall be made for interference. A map of planned areas of street re-surfacing or other significant infrastructure projects shall be provided to Contractor annually by

the City and updated within reasonable time frames. If a street is completely blocked from service because of City construction or improvement, individual Customers will be responsible for bringing trash to the head of the street for collection by Contractor.

SECTION 17: PUBLIC EDUCATION AND AWARENESS PROGRAM

17.1 Contractor and the City shall develop a public information program to encourage the residents and businesses in the Service Area to reduce the amount of Solid Waste generated, Recycle whenever possible, and safely manage and dispose of Solid Waste that is not Recycled. The program also will provide the public with information concerning Contractor's services, fees, level of service and any proposed changes in those fees or services. Contractor's participation in the public awareness program shall be at no additional cost to the City or the Customer.

17.2 **Annual Mailing.** At least once per year, Contractor shall distribute brochures or other written informational material concerning the City's public information program regarding Solid Waste and Recyclable Materials. In addition to information about the program, these written materials will provide information regarding collection procedures, days and routes, service rates, regulations and complaint procedures in a format approved by the City. Contractor shall duplicate and deliver the materials to Residential Customers and Commercial Customers via U.S. mail, or as approved by the City Manager, at no additional cost to the City or Customer.

17.3 **Recycling.** Contractor is committed to **assisting** the City in accomplishing the State of Florida's Recycling goals. **Contractor's efforts** will be focused on increasing waste diversion with residential, Multi-Family, and commercial generators. Contractor shall provide written informational material about the City's recycling program, which written material shall be delivered to participating Customers with the delivery of each recycling Container. Contractor will have a designated Commercial Account Manager to direct Contractor efforts to work directly with businesses to review current container size and service frequency and provide an analysis detailing cost savings that may be realized by adding Recycling programs. **Contractor is not required to collect, transport or process contaminated recyclable material, except pursuant to the terms of this Contract and as defined herein.**

17.3.1 Contractor is also committed to assisting the City in accomplishing the State of Florida's goal in reducing the collection of contaminated materials.

17.3.2. As requested by the City, Contractor shall attend and participate in public meetings regarding the City's Recycling program, including but not limited to homeowner's association meetings and civic organizations, **with the purpose of enhancing recycling and also reducing levels of contamination in the materials collected.**

17.3.3 All forms of communication regarding the City's programs including, but not limited to, electronic, written, audio, video, graphics, logos, etc., shall be reviewed and approved by the City Manager prior to disseminating or presenting publicly.

SECTION 18: CUSTOMER SERVICE

18.1 The City requires responsive, friendly customer service at all times including interactions with residents by drivers and crews on the collection route, on the phone, emails, websites, and in all other forms of communication.

18.2 The Contractor shall address all complaints it receives courteously and promptly. The Contractor shall maintain a log all complaints it receives and provide the log to the City monthly. The Contractor must reasonably resolve the complaints it receives. If the Contractor believes that the complaint cannot reasonably be resolved, then the Contractor must promptly contact the City to discuss further action. If a high conflict or high-profile type complaint arises, the Contractor shall strive to identify same and promptly notify City Manager.

18.3 The District Manager or designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If there is a dispute with the Customer or uncertainty, the City Manager shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. Legitimate Complaints include but are not limited to:

- a. Missed Collections;
- b. Failure to respond to Missed Collections in compliance with the requirements of this Agreement;
- c. Mishandling of Solid Waste, Recyclable Materials, or Carts;
- d. Failure to maintain vehicles, equipment or Carts;
- e. Damage to public or private property;
- f. Failure to pick up litter;
- g. Failure to obey traffic regulations; and
- h. Discourteous treatment of Customers.

18.4 The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint before 12 o'clock p.m. (noon) on a scheduled collection day, the Contractor shall remedy the complaint before the end of that day. If the Contractor is notified about a Legitimate Complaint after 12 o'clock p.m. (noon) on a scheduled collection day, or at any time on a Sunday or Holiday, the Contractor shall remedy the complaint before 12 o'clock p.m. (noon) on the next scheduled collection day. The Contractor may request, and the City Manager shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem but is unable to do so within the time provided.

18.5 If the City receives a complaint regarding Contractor's service under this Agreement, the complaint shall be immediately forwarded to Contractor by telephone or electronic communication. Contractor shall resolve all complaints as expeditiously as possible and shall take whatever steps are necessary to remedy the cause of a complaint within one (1) business Day after receiving a complaint from the City.

18.6 Upon resolution of the complaint, Contractor shall notify the City within one (1) business day, by telephone or electronic communication, of the action taken to resolve the complaint.

18.7 Contractor shall also notify the City Manager regarding any disputes that have not been resolved within one (1) business day after receiving the complaint. Contractor may request, and the City Manager may grant, additional time to remedy a complaint when necessary. If a dispute is not resolved to a

Residential or Commercial Customer's satisfaction, the City shall have the authority to determine how the dispute will be resolved.

18.8 Contractor will maintain a complaint log, which can be provided on a weekly basis to the City, upon City's request. The complaint log will include customer address, telephone number, complaint, and resolution.

SECTION 19: QUARTERLY AND ANNUAL MEETINGS

19.1 The City and Contractor's representatives shall meet and confer at least quarterly to review customer service issues, improve efficiency, and coordinate educational activities.

19.2 The Contractor shall appear before City Council at a public meeting at least annually to discuss Service.

SECTION 20: DISAGREEMENTS BETWEEN CONTRACTOR AND CITY

20.1 To prevent misunderstanding and litigation, the City Manager shall decide any questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the agreement provisions, and the acceptable fulfillment of the agreement on the part of the Contractor.

20.2 The City Manager will determine whether the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the City and the Contractor. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of this contract.

20.3 In the event the Contractor does not agree with the City Manager, the Contractor may appeal to the City Council within thirty (30) days of the City Manager's decision.

20.4 It is recognized that disagreements may arise between the City and the Contractor regarding the collection of certain items due to interpretation of the specific language in the contract.

20.5 In the event a disagreement arises and Waste Material needs to be collected and disposed of, the City Manager or his designee may notify the Contractor of the location of Waste Material which has not been collected due to disagreement between the City and the Contractor, and it shall be the duty of the Contractor to remove all such Waste Material within three (3) days of the notice. Should the Contractor fail to remove the Waste Material, the City will remove the Waste Material and the cost incurred by the City shall be deducted from the next scheduled payment to the Contractor for services rendered. Notwithstanding the foregoing, this Section does not apply to Excluded Waste.

SECTION 21: PROTECTION OF PRIVATE AND PUBLIC PROPERTY

21.1 The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, and Collection Containers. This does not apply to normal wear and tear to driving surfaces.

21.2 The Contractor shall not damage trees in the City. The Contractor also shall not damage tree trunks or roots when collecting Yard Trash or other Waste Materials.

21.3 The Contractor shall promptly restore the soil and grade at any location where the Contractor's collection of Yard Trash or other waste material creates a depression that is six (6) inches or more below the surrounding. The Contractor shall fill such depressions and restore the grade to match the surrounding area.

21.4 The Contractor shall instruct its employees concerning the proper procedures to be followed when there is an accident involving damages to public and private property. At a minimum, if the Contractor's employee causes such damage, the employee shall immediately notify the Field Supervisor and the property owner. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and phone number.

21.5 The Contractor shall be solely responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents, excluding normal wear and tear to driving surfaces. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the City Manager or a Customer notifies the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the City Manager and Customer before the end of that day. If the City Manager or a Customer notifies the Contractor after 12 o'clock pm noon, the Contractor shall investigate and respond to the City Manager and Customer before 12 o'clock pm noon on the next Operating Day. The Contractor shall promptly repair any damage within three (3) Operating Days, unless the Contractor requests and the City Manager grants approval of an extension of time. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the City Manager. In all cases, the Contractor shall be required to restore the public or private property to a condition that is at least equal to the condition that existed before the damage occurred.

21.6 Indemnification. Contractor shall defend, indemnify and hold harmless the City including its council members, officers, employees and agents, from any losses, damages, expenses (including reasonable attorney's fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, gross negligence, intentional tort, breach of contract, or breach of Applicable Law by Contractor, or its employees, agents, or other persons or entities performing Contractor's obligations under this Agreement, except to the extent caused by the City.

21.6.1 Liability. Except as otherwise provided in this Agreement, each party shall be responsible for any claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.

21.7 Sovereign Immunity. The City does not waive any defenses provided to it by the laws of the State of Florida or other Applicable Law, and specifically reserves the defense of sovereign immunity, except to the extent waived in §768.28., Fla. Stat.

SECTION 22: PERFORMANCE BOND

22.1 The Contractor shall furnish a Performance Bond, in an amount equal to 50% of their proposed Residential Rate – Category 1 multiplied by the total number of Residential Households, annually adjusted each October 1st thereafter, as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents (Exhibit F). These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law.

22.2 The performance bond shall be forfeited should Contractor: (i) Fail to comply with the material requirements of this Agreement and fail to cure as set forth in section 12; or (ii) Take the benefit of any present or future insolvency status or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of reorganization or the readjustment of indebtedness under the federal bankruptcy laws or under any law or statute of the United States or any state, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of Contractor's property; or (iii) By an order or decree of a court to be adjudicated bankrupt; or (iv) Have an order or decree of a court entered approving a petition filed by any of Contractor's creditors seeking a reorganization or readjustment of Contractor's indebtedness under the federal bankruptcy laws or any law or

statute of the United States or any state, provided, however, that if any such judgment or order is vacated within sixty (60) Days after the entry, any notice of cancellation shall be and become null, void, and of no effect.

22.3 Insurance. During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

a. Commercial General Liability: minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, including the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured with waiver of subrogation noted on the Certificate of Liability. The policy of insurance shall be written on an "occurrence" form.

b. Business Automobile: minimum limits of liability of \$5,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

1. Owned Automobiles
2. Hired Automobiles
3. Non-Owned Automobiles

c. Umbrella/ Excess Liability: umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. (This coverage is optional if Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy.)

d. Workers' Compensation: The Contractor shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. The policy must include Employers' Liability insurance with limits of no less than:

1. Each Accident \$ 100,000
2. Disease – Policy Limit \$ 500,000
3. Disease – Each Employee \$ 100,000

22.3.1 All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required by this Agreement shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance evidencing that such coverage is in effect. The certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the negligence or willful misconduct of City.

SECTION 23: FORCE MAJEURE

23.1 Neither City nor Contractor shall be considered in default in performance of its obligations under this Agreement if performance of such obligations is prevented or delayed by acts of God, natural or man-made disaster, civil unrest, terrorism, war, pandemic, epidemic or any similar unforeseen event, or other events beyond the reasonable control of the City or Contractor.

23.2 Time of performance of either party's obligations under this Agreement shall be extended by the time period reasonably necessary to overcome the effects of such occurrences, provided, however, that once

the parties have mutually agreed that such occurrences or conditions have been alleviated or eliminated to permit performance of their duties, the non-performing party or parties, shall have five (5) days (excluding Saturdays, Sundays, and Holidays) to perform such duties. In the event the Contractor fails to perform within the five (5) business days, Contractor shall be subject to all damage claims, including but not limited to those expressly identified in this Agreement.

23.3 Labor disruptions shall not be considered beyond the reasonable control of the Contractor.

23.4 The collection or disposal of any increased volume resulting from a flood, hurricane or similar Act of God over which Contractor has no control, shall not be included as part of Contractor's service under this Agreement. The City at its sole discretion may grant the Contractor a temporary variance in the Contractor's regular schedules and routes according to conditions set by the City to accommodate collection of the increased volume of Waste Materials in such situation.

SECTION 24: LIQUIDATED DAMAGES

24.1 The imposition of liquidated damages is not a penalty, but recognition of the difficulty of ascertaining damage resulting from certain types of performance breaches. The assessment of liquidated damages shall be at the reasonable discretion of the City and shall be in lieu of other remedies.

24.2 Customer Service Complaints. Each Customer complaint affecting the Contractor's Performance Standards is presumed to be a legitimate complaint and may trigger liquidated damages in accordance with this Agreement. The Contractor shall be responsible for providing sufficient documentation or for providing proof using technology associated with Contractor's vehicles, to the City's reasonable satisfaction, to rebut the presumption that a complaint is legitimate. Customer service complaints include the complaints listed in Section 18.3 of this Agreement.

24.3 Performance Standards/Conditions for Liquidated Damages:

- a. Failure to collect a missed collection by 4 p.m. on the day following the scheduled collection day: \$50 per occurrence.;
- b. Three or more missed collections at same customer, of the same service type, within six (6) months of previous missed collection: \$100 per occurrence.
- c. Failure to complete route on the regularly scheduled day, except when such completion is made impossible by weather or other conditions or the route is completed by 4 pm on the day following the scheduled collection day: (A route shall be considered incomplete if five (5) Dwelling Units or two (2) streets or roadways are not provided collection service): \$1,000 per incident.
- d. Failure to clean up scattered or spilled material spilled by the Contractor within 24 hours of written or oral notice from the City: \$250 per occurrence.
- e. Failure to submit reports to the City on time: \$50 per day per report.
- f. Submission to the City of an inaccurate report or data that was not corrected after seven days' notice from the City: \$1,000 per occurrence.
- g. Failure to have the necessary Collection vehicles (whether leased or owned) delivered and ready for service by October 1, 2020. For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.
- h. Failure to correct chronic Collection problems, excluding missed collections, shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment. Chronic shall mean three (3) or more Legitimate Complaints at the same Premises for the same issue within a six (6) month period. The first assessment shall be imposed for the third Legitimate Complaint. Additional assessments may be imposed for each subsequent Legitimate

Complaint. If the Contractor has more than five (5) Customers with chronic problems within one Operating Year, there shall be an additional Five Hundred Dollar (\$500) assessment.

24.4 [Reserved]

24.5 Prior to any assessment of liquidated damages for those performance standards and liquidated damages specifically identified in 24.3 (e), and (f), City shall notify Contractor of the potential for liquidated damages, and Contractor shall have seven calendar (7) days to resolve or cure the alleged deficiency. If the issue or matter is resolved within seven (7) calendar days as required by the terms and conditions set forth in this Agreement, no liquidated damages shall be issued.

24.6 Procedure for Assessing and Appealing Liquidated Damages. Based upon the City Manager's review of the Contractor's compliance with the terms of this Agreement, the City Manager shall determine whether liquidated damages will be assessed. In assessing liquidated damages, the City Manager shall provide written notice to the Contractor, indicating the City Manager's assessment of liquidated damages. The Contractor shall remit to the City assessed liquidated damages within thirty (30) days of when Contractor was notified.

- a. Where a Contractor is issued an assessment of liquidated damages, in accordance with this Agreement, and the Contractor believes that the assessment was issued in error or that the liquidated damages assessed were excessive, the Contractor may appeal the assessment to the City Manager, by filing a written appeal, within thirty (30) days of when the Contractor was notified. Upon review of the appeal the City Manager will notify the Contractor of an appeal determination based on the information provided. The City Manager's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.
- b. If the City does not receive the written appeal to the City Manager within thirty (30) days of when City Manager notified the Contractor of the assessment of liquidated damages, the assessment shall be deemed final and no further administrative relief can be obtained.
- c. If the Contractor timely files a written request for an appeal pursuant to this Section, the time in which the liquidated damages that are the subject of the request are due shall be stayed pending the determination of the City Manager.

SECTION 25: RECORD KEEPING

25.1 Contractor shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles during the time of the Agreement and for an additional (3) years or longer as required by Florida law. The City shall have the right to perform audits of Contractor's records directly related to the services provided under this Agreement at the City's expense, whenever the City deems it necessary but only upon advanced written notice and no more than twice during a twelve-month period. Personnel files and other Contractor confidential information are excluded from audits under this section. Notwithstanding anything to the foregoing, Contractor shall comply with the public records laws.

25.2 Solid Waste Disposal Log. - The Contractor shall maintain records and a log concerning all of the Solid Waste collected in the Service Area, including the materials collected for the City pursuant to Section 9. The records shall identify the amounts of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. These records shall be summarized in a log.

25.3 Recyclable Materials Log. - The Contractor shall maintain records and a log concerning all Recyclable Materials collected in the Service Area, including the materials collected for the City pursuant to Section 9. The records shall identify the amounts of Recyclable Materials collected and the locations where

the Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.

25.4 Complaint Log. - The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the City or Customer; the Customer's street address; a description of the complaint; and a description of how the complaint was resolved.

25. Cart Log - The Contractor shall maintain records and a log concerning the Solid Waste Carts and Recycling Carts that are provided by the Contractor pursuant to this Agreement. At a minimum, the log shall identify the location and container size of each Solid Waste Cart or Recycling **Cart**, or replacement Cart provided.

SECTION 26: REPORTING

26.1 Daily Report.: Within one (1) business day of occurrence, Contractor shall electronically notify the City Manager of any of the events listed below, in a format approved by the City Manager. If no such events occur, no notification is necessary.

- a. Failure to complete a route. A route shall be considered incomplete if five (5) Dwelling Units or two (2) streets or roadways are not provided collection service;
- b. Incidences of property damage, including vehicular damage, to public property by Contractor; and

26.2 Monthly Reporting. Contractor shall electronically submit a report to the City Manager by the fifteenth (15) day of each month, in a format approved by the City Manager. The report shall contain the following information for the previous service month:

- a. A summary of Complaints with residential and commercial complaints listed separately;
- b. Documentation and calculation of Franchise Fee and identifying total monthly invoice and gross revenue received;
- c. The tons collected and delivered to the designated disposal site;
- d. Documentation of all activities conducted by the Contractor to encourage participation in recycling;
- e. The weight of Recyclables collected within the Service Area for Residential Customers and Commercial Customers. Contractor shall also include information on the contamination rate of residential Recyclables.

26.3 Annual Reports. The Contractor shall on or before October 15 of each year beginning in 2021 provide the following reports covering information from October of the prior year through October of the current year:

- a. Vehicle List: Contractor shall provide the City Manager with a list of the vehicles and other collection equipment that will be used by Contractor to provide services under this Agreement. This list shall include the license tag number and age for each vehicle. Contractor shall revise and resubmit the list to the City Manager during the term of this Agreement if there are any changes to the list of vehicles or other collection equipment. The requirements of this paragraph do not apply to: (a) vehicles used in the Franchise Area for thirty (30) Days or less; or (b) bona fide demonstration trucks.
- b. Financial Report: Annually, Contractor shall provide to the City Manager its Corporate Annual Report that includes audited financial statements. The audited financial statements shall be delivered to the City upon completion but no less than annually. The City Manager may waive the requirement of an audited financial statement upon good cause.
- c. Customer List: Annually, Contractor shall provide the City Manager lists of customers receiving each of the following services (including customer name, address, container size, frequency of collection, and billing rate):

1. Commercial Solid Waste Collection Service (identify each Commercial Customer and subject property); and
- 2.. Multi-family Units receiving Solid Waste collection service as Commercial Customers; and
3. Multi-family Units receiving Recyclables collection service as Commercial Customers.

The list shall identify the number of months of service and the corresponding Container size for each Commercial Customer.

d. Contractor shall provide the current routes and vehicles used to service each route.

e. Contractor shall provide any additional information or reports as requested by the City Manager to monitor this Agreement.

SECTION 27: MISCELLANEOUS

27.1 Entire Agreement. This Agreement, and its exhibits- **Exhibit A**: Contractor's Proposal, **Exhibit B**: Pricing, **Exhibit C**: Set Out Procedures, **Exhibit D**: Recyclable Materials **Exhibit E**: Municipal Facilities and **Exhibit F** Contractor's Performance Bond made part of this Agreement and represents the entire Agreement between the parties. No modification of this Agreement shall be valid or effective, unless made in writing and signed by the parties. The Proposal, attached as **Exhibit A**, is incorporated by reference and made part of this Agreement, however, in the event any conflict exists between the description of services within the Proposal and the scope of services as described in any Section within this Agreement, the services as described in the Sections of this Agreement shall control.

27.2 Contractor shall have no confidentiality obligation with respect to any Waste Materials.

27.3 Assignment. Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement without the City's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Corporation or as a collateral assignment to any lender to Corporation. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns.

27.4 Subcontracting. Contractor shall not use subcontractors to assist in performance of this Contract without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Contract. The City has the right to approve Contractor's Subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay any subcontractors, and nothing in this Agreement creates any privity of contract between the City and the subcontractors.

27.5 Intellectual Property. No intellectual property rights in any of Contractor's intellectual property is granted to City under this Agreement.

27.6 Independent Contractor. It is understood and agreed that nothing in this Agreement contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties or as constituting Contractor as an agent, representative or employee of the City for any purpose whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

27.7 Public Records. Contractor shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, Contractor shall keep and maintain public

records that ordinarily and necessarily would be required by the City in order to perform the service. Contractor shall provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Contractor shall meet all requirements for retaining public records and transfer, at no cost, to the City; all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. The obligations hereunder shall survive termination and expiration of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 321-952-3414, cityclerk@palmbayflorida.org, and 120 Malabar Road SE, Palm Bay, FL 32907.

27.8 Modification. All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties.

27.9 Severability. If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

27.10 Waiver. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

27.11 Survival of Obligation. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

27.12 Governing Law, Venue. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, dispute or litigation arising out of the terms of this Agreement shall be heard in the appropriate courts of Brevard County, Florida or if in federal court then in the Middle District of Florida.

27.13 Electronic Signatures. Customer and Contractor agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

27.14 Notices. All notices required or contemplated by this Agreement shall be addressed and sent by Certified United States mail, unless otherwise specified by the City Manager, to the City and Contractor as follows:

As to the City:
City Manager
City of Palm Bay
120 Malabar Road SE
Palm Bay, Florida 32907

With a copy to:
City Attorney
120 Malabar Road SE
Suite 201
Palm Bay, FL 32907

As to the Contractor:
Republic Services of Florida
3905 Oslo Road
Vero Beach, FL 32968

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF PALM BAY, FLORIDA

REPUBLIC SERVICES OF FLORIDA, LLP

By: _____

By: _____

Name: Lisa Morrell

Name: Trey Richardson

Title: City Manager

Title: General Manager

Date: _____

Date: _____

EXHIBIT A

CONTRACTOR'S PROPOSAL

EXHIBIT B

PRICING -1

Remove

Residential Collection:	
Solid Waste Collection 2x/week; Recycling 1x/week; Yard Waste 1x/week; Bulk Waste 1x week; White Goods, Electronic Waste and 4 Tires per year per resident	\$23.50/mo
Multi-dwelling Service:	
Solid Waste Collection 2x/week; Recycling 1x/week; Yard Waste 1x/week; Bulk Waste 1x week; White Goods, Electronic Waste and 4 Tires per year per resident per unit	\$19.08/mo
Residential Extra Services:	
Extra Cart or Cart Exchange after November 14, 2020 (One time) Purchase 96 gallon cart	\$52.00
Extra Cart or Cart Exchange after November 14, 2020 (One time) Purchase 64 gallon cart	\$50.00
Extra Cart or Cart Exchange after November 14, 2020 (One time) Purchase 35 gallon cart	\$48.00
Extra MSW/Recycling Cart Service - per month	\$9.79

Replace with

Residential Collection:	
Solid Waste Collection 2x/week; Recycling 1x/week; Yard Waste 1x/week; Bulk Waste 1x/week; White Goods, Electronic Waste, and 4 Tires per year per resident	\$23.50/mo
Multi-dweling Service:	
Solid Waste Collection 2x/week; Recycling 1x/week; Yard Waste 1x/week; Bulk Waste 1x/week; White Goods, Electronic Waste, and 4 Tires per year per resident per unit	\$19.08/mo
Residential Extra Services:	
Extra Cart or Cart Exchange after December 31, 2020 (one time fee):	
96-gallon cart	\$52.00
64-gallon cart	\$50.00
35-gallon cart	\$48.00
Extra solid waste/recycling cart service per month per cart	\$9.79

EXHIBIT B

PRICING – 2

Commercial						
	1X/week	2X/week	3X/week	4X/week	5X/week	6X/week
2YD	\$93.10	\$186.19	\$279.29	\$372.38	\$465.48	\$558.57
3YD	\$139.64	\$279.29	\$418.93	\$558.57	\$698.21	\$837.86
4YD	\$186.19	\$372.38	\$558.57	\$744.76	\$930.95	\$1,117.14
6YD	\$279.29	\$558.57	\$837.86	\$1,117.14	\$1,396.43	\$1,675.71
8YD	\$372.38	\$744.76	\$1,117.14	\$1,489.52	\$1,861.90	\$2,234.28
2YD COMP	\$279.29	\$558.57	\$837.86	\$1,117.14	\$1,396.43	\$1,675.71
4YD COMP	\$558.57	\$1,117.14	\$1,675.71	\$2,234.28	\$2,792.85	\$3,351.42
6YD COMP	\$837.86	\$1,675.71	\$2,513.57	\$3,351.42	\$4,189.28	\$5,027.13
8YD COMP	\$1,117.14	\$2,234.28	\$3,351.42	\$4,468.56	\$5,585.70	\$6,702.84
Service Interrupt Fee						\$35.00
COMMERICAL CART SERVICE						
96 Gallon MSW Cart – 1 cart, 2x/week service						\$78.55
96 Gallon MSW Cart – 2 carts, 2x/week service						\$157.10
Multi-family Containerized						
	1X/week	2X/week	3X/week	4X/week	5X/week	6X/week
2YD	\$93.10	\$186.19	\$279.29	\$372.38	\$465.48	\$558.57
3YD	\$139.64	\$279.29	\$418.93	\$558.57	\$698.21	\$837.86
4YD	\$186.19	\$372.38	\$558.57	\$744.76	\$930.95	\$1,117.14
6YD	\$279.29	\$558.57	\$837.86	\$1,117.14	\$1,396.43	\$1,675.71
8YD	\$372.38	\$744.76	\$1,117.14	\$1,489.52	\$1,861.90	\$2,234.28
2YD COMP	\$279.29	\$558.57	\$837.86	\$1,117.14	\$1,396.43	\$1,675.71
4YD COMP	\$558.57	\$1,117.14	\$1,675.71	\$2,234.28	\$2,792.85	\$3,351.42
6YD COMP	\$837.86	\$1,675.71	\$2,513.57	\$3,351.42	\$4,189.28	\$5,027.13
8YD COMP	\$1,117.14	\$2,234.28	\$3,351.42	\$4,468.56	\$5,585.70	\$6,702.84
Service Interrupt Fee						35.00

EXHIBIT B

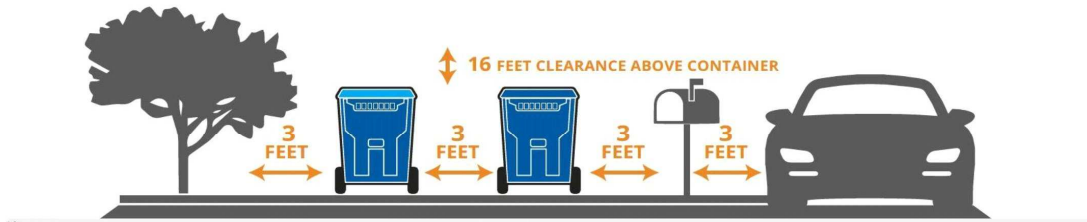
PRICING – 3

ROLLOFF OPEN TOP - Monthly Maintenance	
10 YD Open Top	\$ 75.00
15 Yd Open Top	\$ 75.00
20 Yd Open Top	\$ 75.00
30 YD Open Top	\$ 75.00
40 YD Open Top	\$ 75.00
ROLLOFF OPEN TOP - Price per pull	
10 YD Open Top, per pull	\$ 269.37
15 YD Open Top, per pull	\$ 269.37
20 YD Open Top, per pull	\$ 269.37
30 YD Open Top, per pull	\$ 269.37
40 YD Open Top, per pull	\$ 269.37
ROLLOFF COMPACTORS	
20 YD Compacter, per pull	\$ 275.00
30 YD Compacter, per pull	\$ 275.00
40 YD Compacter, per pull	\$ 275.00
Service Interrupt Fee	\$ 35.00

EXHIBIT C

SET-OUT PROCEDURES

Proper Container Placement is the Key to Automated Service



- Have your container at the curb by 5 a.m. on your collection day.
- Place the container at least 3 feet from other objects like trees, poles, fire hydrants, mailboxes, electrical boxes, cable boxes, etc., and at least five feet away from cars so the automated arm can reach your container.
- Please have this same distance of five feet between your recycling and waste containers.
- Don't lean anything against the container.
- Don't place your container under a tree.
- Place containers one foot from the curb or edge of the street.
- Remember to have the handle toward your house, with the lid closed.
- Please don't allow children to play in or around the containers. Republic Services® trucks use mechanical arms to pick up the recycling and waste containers.
- ***Do not put paint, hot ashes, light bulbs, computer screens/ keyboards or other electronic items with a plug in your recycling containers.***

Refuse/Trash shall be placed in the trash cart provided and should not exceed 50 pounds in weight.

Recyclable materials shall be placed in the recycle cart provided and used just for recyclable materials

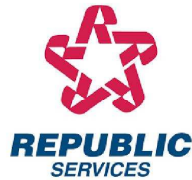
Yard Waste- Trees and shrubbery shall be of such size that can be readily loaded by one person. Stump. Trees limbs and other such objects shall be cut in lengths of no greater than four(4) feet if the diameter of the item is less than six(6)inches and shall be cut in lengths of no greater than two(2) feet if the diameter of the item is greater than six (6) inches.

No Treated Wood

Bulk Items such as furniture, appliances yard toys shall be separated from all other household refuse and recyclable materials. It shall be placed at the curbside and three(3) feet away from the refuse/trash and recycle cart.

EXHIBIT D

RECYCLABLE MATERIALS



Acceptable Recyclable Materials

Cardboard



CARDBOARD

Flattened cardboard boxes
Food boxes with liners removed
File folders
Poster board
(remove any food or liquid)

Paper



PAPER

Paper (staples okay)
Newspapers
Envelopes
Mail
Phone books
Brochures
Magazines

Plastic # 1 and #2 only



PLASTIC

Water bottles
Soda bottles
Milk jugs
Shampoo bottles
Detergent containers
(remove any food or liquid)

Metal



METAL

Aluminum beverage cans
Food cans
(remove any food or liquid)

EXHIBIT E

MUNICIPAL FACILITIES

City			
Name	Department	Type	Address
Fire Station 4	Fire	Fire Station	1200 San Filippo Drive SE
Fire Station 1	Fire	Fire Station	1201 Port Malabar Road
Fire Station 2	Fire	Fire Station	150 Malabar Road
Fire Station 6	Fire	Fire Station	2051 Degroodt Road SW
Fire Station 3	Fire	Fire Station	790 Jupiter Boulevard NE
Fire Headquarters	Fire	Fire Station	899 Carlyle Avenue
City Hall & Council Chambers	General	Facility	120 Malabar Road
McGriff Park	Parks & Rec	Park	1146 DeGroodt Road SW
Park's Administration Building	Parks & Rec	Facility	1150 DeGroodt Road
West Oaks Park	Parks & Rec	Park	1161 Lamplighter Drive NW
Sacrifice Park	Parks & Rec	Park	120 Malabar Road
Greater Palm Bay Senior Center	Parks & Rec	Facility	1275 Culver Drive NE
Captain's House	Parks & Rec	Facility	1300 Bianca Drive NE
Goode Park	Parks & Rec	Park	1300 Bianca Drive NE
Knecht Park	Parks & Rec	Park	1380 Glenham Drive NE
Arc Park	Parks & Rec	Park	1381 Riviera Drive NE
Pollack Park	Parks & Rec	Park	1455 Main Street NE
Tony Rosa Community Center	Parks & Rec	Facility	1502 Port Malabar Boulevard NE
Turkey Creek Sanctuary	Parks & Rec	Park	1518 Port Malabar Boulevard NE
Boundary Canal Trail	Parks & Rec	Park	1938 Port Malabar Boulevard NE
Ted Whitlock Community Center	Parks & Rec	Facility	1951 Malabar Road NW
Fred Poppe Regional Park	Parks & Rec	Park	1951 Malabar Road NW
Driskell Memorial Park	Parks & Rec	Park	2155 Monroe Street NE
Liberia Park	Parks & Rec	Park	2197 Northview Street SE
Veteran's Memorial Park	Parks & Rec	Park	2201 Port Malabar Boulevard NE
Victoria Park	Parks & Rec	Park	2501 Victoria Drive NE
Oakview Park	Parks & Rec	Park	270 Culver Drive NE
Dewar Park	Parks & Rec	Park	2705 Margaret Street NE
AIS Trail Park	Parks & Rec	Park	2804 Hickory Avenue SE
Bill Madden Park	Parks & Rec	Park	2860 Eldron Boulevard SE
Castaways Point Park	Parks & Rec	Park	2990 Bay Boulevard NE
Dade Circle Park	Parks & Rec	Park	3251 Dade Circle NE
Ted Moorhead Lagoon House	Parks & Rec	Facility	3275 Dixie Highway (US1)
Palm Bay Aquatic Center	Parks & Rec	Park	420 Community College Parkway
Stearns Point Park	Parks & Rec	Park	4295 Dixie Highway (US1)
Oakwood Park	Parks & Rec	Park	490 Koutnik Road SE
Riviera Park	Parks & Rec	Park	550 Riviera Drive NE
Lynbrook Park	Parks & Rec	Park	695 Lynbrook Road NW
Inspiration Park	Parks & Rec	Park	751 Consumer Street SE
Hurricane Paintball Park	Parks & Rec	Park	770 Hurricane Street SW

Liberty Park	Parks & Rec	Park	895 Carlyle Avenue SE
Fred Lee Park	Parks & Rec	Park	895 Emerson Drive NE
Police Station	Police	Police Station	130 Malabar Road
Police Substation	Police	Police Station	1575 Main Street NE
Public Works	Public Works	Facility	1050 Malabar Road
Traffic Ops Building	Public Works	Facility	1750 Main Street NE
North Regional Utilities Complex	Utilities	Facility	1105 Clearmont Street
South Regional Utilities Complex	Utilities	Facility	250 Osmosis Drive

EXHIBIT F

CONTRACTOR'S PERFORMANCE BOND

[To be provided by Contractor]



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 10/15/2020

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: Suzanne Sherman, Acting City Manager

THRU: Fred Poppe, Director of Parks and Recreation

DATE: 10/15/2020

RE: Consideration of utilizing Parks Impact Fees for the construction of a dog park at Riviera Park (\$150,000).

It is the desire of Parks and Recreation to construct a Dog Park at Riviera Park located at 550 Riviera Dr NE, Palm Bay, FL 32905. We have looked at various options for a Dog Park in the Northeast sector of Palm Bay to meet demands created by growth in the area. The development in the area, including infill development, has contributed to the need to construct new facilities within an existing park. Riviera Park was selected because it already has the supporting infrastructure needed and has a large grassy open field.

The funding will be used for the construction of new facilities or equipment including estimated costs of \$16,500 for concrete slabs and sidewalks, \$25,000 for fencing, \$40,000 for various Dog Park Equipment, \$10,000 for fill material and hydro-mulch seeding, \$30,000 for a pavilion, \$7,500 for equipment rental, \$10,000 for Utilities and \$11,000 to cover additional project-related costs. The total maximum project cost is estimated not to exceed \$150,000. The August Financial Report shows that NEXUS 32905 had \$211,192 available in account # 191-0000-324-6103.

REQUESTING DEPARTMENT:

Parks & Recreation

FISCAL IMPACT:

The Dog Park would be funded through Impact Fees account #191-0000-324-6103 with the \$150,000 to be expended out of impact fees account # 191-4050-572-6301.

RECOMMENDATION:

Motion to approve requested funding for Riviera Dog Park.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 10/15/2020

RE: Consideration of Councilmembers attending the annual Florida League of Cities Legislative Conference, November 12-13, 2020, in Kissimmee.

The Florida League of Cities Annual Conference will be held in Kissimmee, from November 12-13, 2020.

Councilmembers interested in attending need to announce same at tonight's meeting. If you are attending, you will be given a registration form to complete. Please return it to Rosemarie by Friday, October 16th, so all travel arrangements can be made, and hotel accommodations secured.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

Cost per person is approximately \$300. Funding is available in Legislative operating accounts 001-1110-511-4005 and 001-1110-511-5505.

RECOMMENDATION:

Motion to approve travel for members of Council as requested.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 10/15/2020

RE: Consideration of scheduling a workshop for October 2020.

As directed by City Council, staff is requesting a workshop to provide an update on the Joint Legislative Auditing Committee's (JLAC) operational audit of the City. The recommended date is Thursday, October 22, 2020, at 6:00 P.M.

REQUESTING DEPARTMENT:

City Manager's Office, Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Request for Council to schedule the workshop meeting as requested.