



City of

Palm Bay

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

Mayor
WILLIAM CAPOTE

Deputy Mayor
KEN GREENE

Councilmembers
KRISTINE ISNARDI
MICHELE PACCIONE
HARRY SANTIAGO JR.

HOLIDAY SEASON MERRIMENT
6:30 P.M. – Premier Show Choir, Bayside High School

AGENDA

REGULAR COUNCIL MEETING NO. 2013-29 **THURSDAY**

December 19, 2013 - 7:00 P.M.
City Hall Council Chambers

CALL TO ORDER:

INVOCATION:

Pastor Milton Mazariegos – Centerpointe Church, Palm Bay

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

1. Three (3) vacancies on the Youth Advisory Board (represents students grades 9-12).++
2. One (1) vacancy on the Recreation Advisory Board.++
3. One (1) vacancy on the Utilities Advisory Board (represents utility customer or resident).++
4. One (1) vacancy on the Youth Advisory Board (represents students grades 9-12).+

AGENDA REVISIONS:

CONSENT AGENDA:

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

RECOGNITIONS:

1. Palm Bay Holiday Parade – trophies and certificates – winning entries.

PRESENTATION:

1. Yvonne McDonald, Finance Director – September 2013 financial report.

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

ADOPTION OF MINUTES:

- * 1. Regular Council Meeting No. 2013-28; December 5, 2013.

DEPARTMENTAL REPORT:

- 1. Bayfront Community Redevelopment District - update.

PUBLIC HEARINGS:

- ♣ 1. Resolution No. 2013-55, granting a conditional use for a planned commercial development to be known as Palm Bay Memory Care Center in CC (Community Commercial District) zoning on property located south of and adjacent to Malabar Road, in the vicinity west of Minton Road (19.58 acres)(Case No. CU-16-2013, Senior Care Living I, Inc.).
 - a) Resolution No. 2013-56, approving the issuance by The Capital Trust Agency of its revenue bonds for the purpose of financing a senior living facility (Senior Care Living I, Inc.).
- ♣ 2. Request by WCP of Palm Bay LLC for variances to allow a proposed parking lot relief from the 10-foot minimum parking width requirement and to allow relief from the 10-foot side interior setback requirement in LI (Light Industrial Warehousing District) zoning (1.90 acres)(Case No. V-24-2013).

BOARD AND COMMITTEE REPORTS:

PROCUREMENTS:

Award of Proposal:

- * 1. Automotive body repairs - RFP No. 01-0-2014 - Fleet Maintenance Division (Craftmaster Auto Body, LLC; MD Automotive Repair - estimated \$50,000)

Contracts:

- * 1. Lime slurry and polymer feed systems replacement project - design, permitting and construction assistance, Troutman Water Treatment Plant – TO 13-08 – Utilities Department (Wade Trim, Inc. - \$89,652).
- * 2. IBM AS400 hardware and software annual maintenance, renewal (Department of Management Services Network Infrastructure contract) – Communications and Information Technology Department (Midrange Support & Services - \$23,098).

UNFINISHED AND OLD BUSINESS:

- 1. Appointment of one (1) member to the Bayfront Community Redevelopment Agency (represents 'at-large' position).

COUNCIL BUSINESS:

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

NEW BUSINESS: (Ordinances are for first reading.)

1. Resolution No. 2013-57 granting an extension to the conditional use for a proposed planned commercial development to be known as Giant Recreation World and correcting scrivener's error in the legal description in CC (Community Commercial District) zoning (24.05 acres)(Case No. CU-15-2012, REDUS Florida Land, LLC).
- * 2. Ordinance No. 2013-63, repealing Ordinance No. 2013-08, granting an Economic Development Ad Valorem Tax Exemption to Carbolosic Corporation.
- * 3. Ordinance No. 2013-64, establishing fertilizer application requirements for urban landscapes.
- * 4. Consideration of amending the City's Personnel Rules and Regulations, Rule III, Pay Plan, as it relates to employees separating employment with the City.
- * 5. Consideration of collective bargaining agreements:
 - a) Fraternal Order of Police, Florida State Lodge: 1) Officer's Unit; 2) Sergeant's Unit; 3) Lieutenant's Unit;
 - b) National Association of Government Employees, Local R-5-186 (Blue).
- * 6. Consideration of salary increases for General, International Association of Firefighters, Local 2446, and the National Association of Government Employees, Local R-5-197 (White), employees.
- * 7. Acknowledgement of the City's monthly financial report for September 2013.
- * 8. Acknowledgment of Investment Performance Review Report, prepared by PFM Asset Management LLC, for the quarter ended September 30, 2013.
- * 9. Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund (\$27,400).
10. Consideration of strategies for the solid waste program.

ADMINISTRATIVE AND LEGAL REPORTS:

- * 1. Consideration of travel and training for specified City employees.

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

ADJOURNMENT:

♣Quasi-judicial proceeding.

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

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

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

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

MEMO TO: Honorable Mayor and Members of City Council
FROM: Alice Passmore, City Clerk
DATE: December 19, 2013
SUBJECT: One (1) Vacancy – Youth Advisory Board

My office has been advised that one (1) vacancy exists as Chad White has been removed from the above board due to excessive absences.

The Advisory Board is comprised of three (3) adult members and nine (9) students in grades 9-12. Mr. White represented the "student" position.

The vacancy should be announced at tonight's meeting and applications solicited for same.

An appointment will be made at the January 16, 2014, regular Council meeting. The individual appointed to the position will complete Mr. White's term which expires May 19, 2015.

jcd

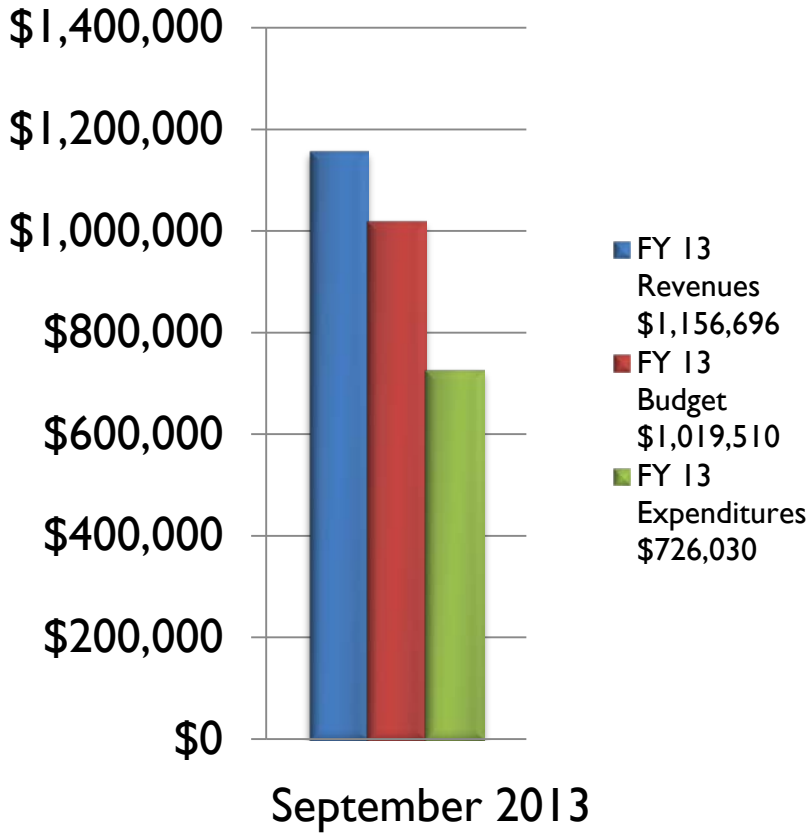


FY 2012/2013 YEAR END FINANCIAL UPDATE

September 30, 2013 (Unaudited)

BUILDING DEPARTMENT

FY Year Total

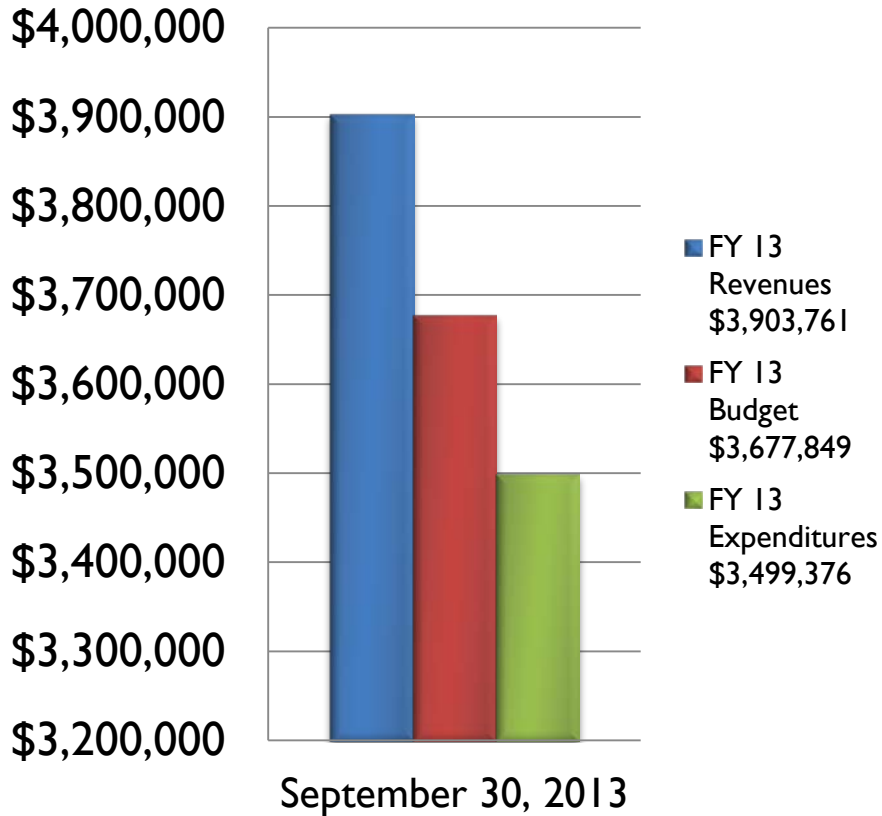


Total Fund Equity

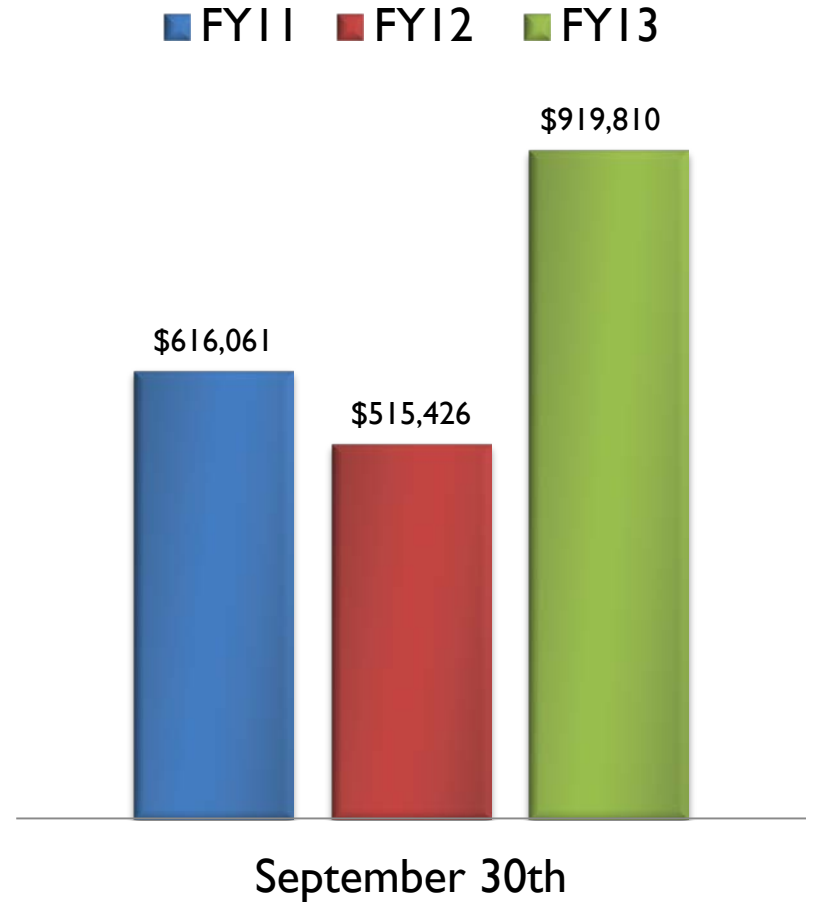


STORMWATER FUND

FY Year Total

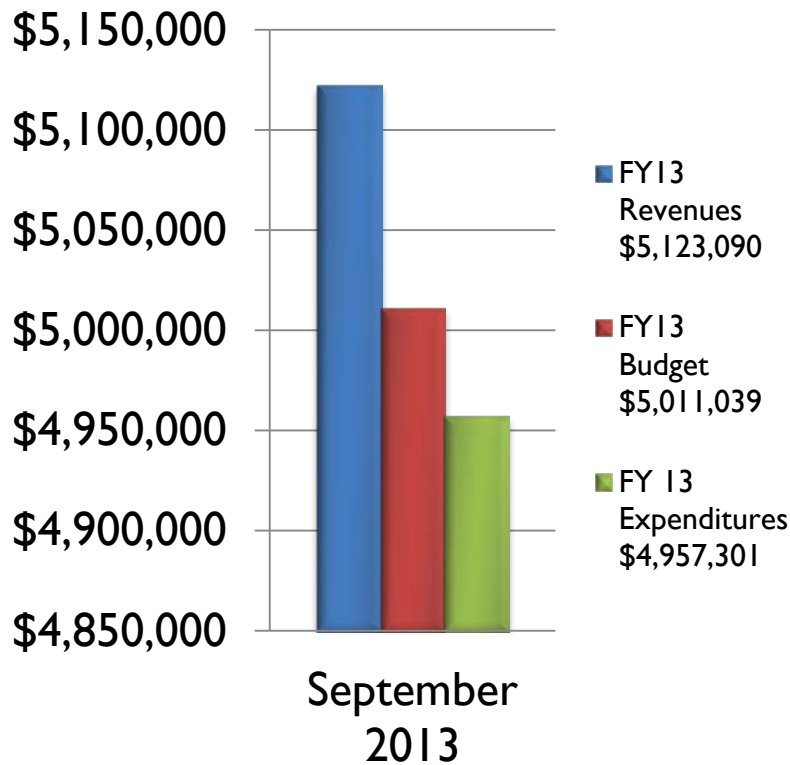


Total Fund Equity



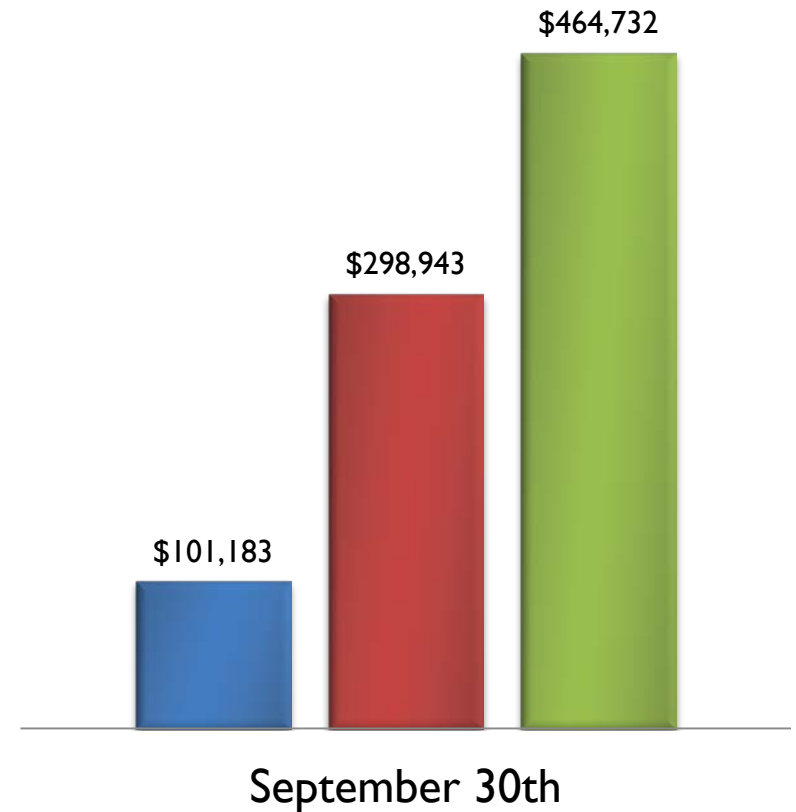
SANITATION FUND

FY Year Total



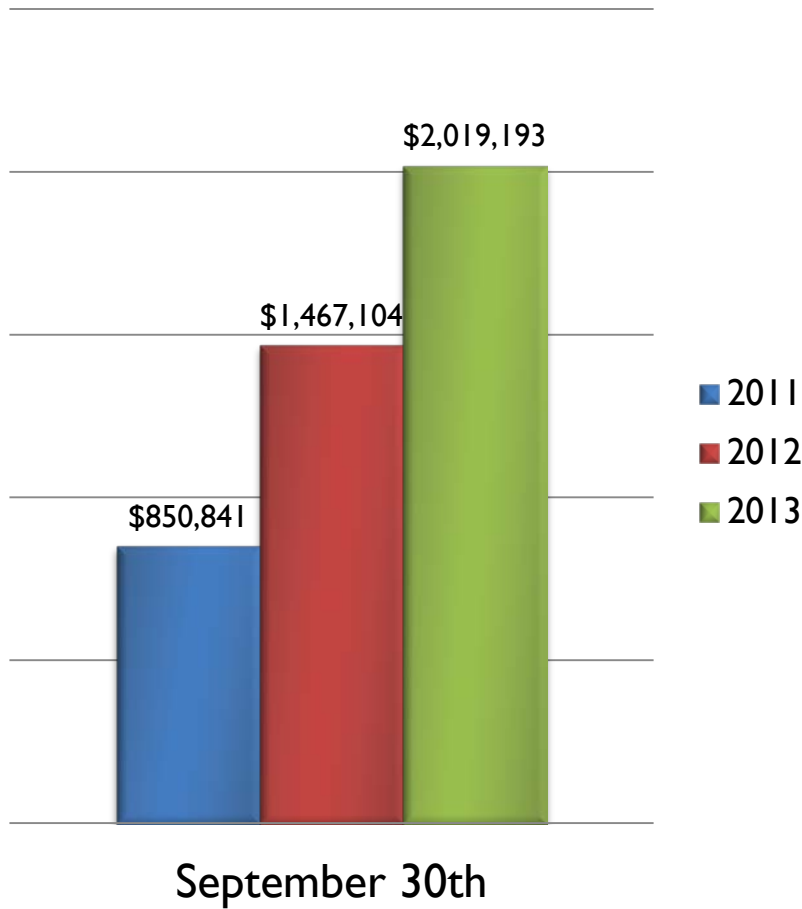
Total Fund Equity

■ FY 11 ■ FY 12 ■ FY 13

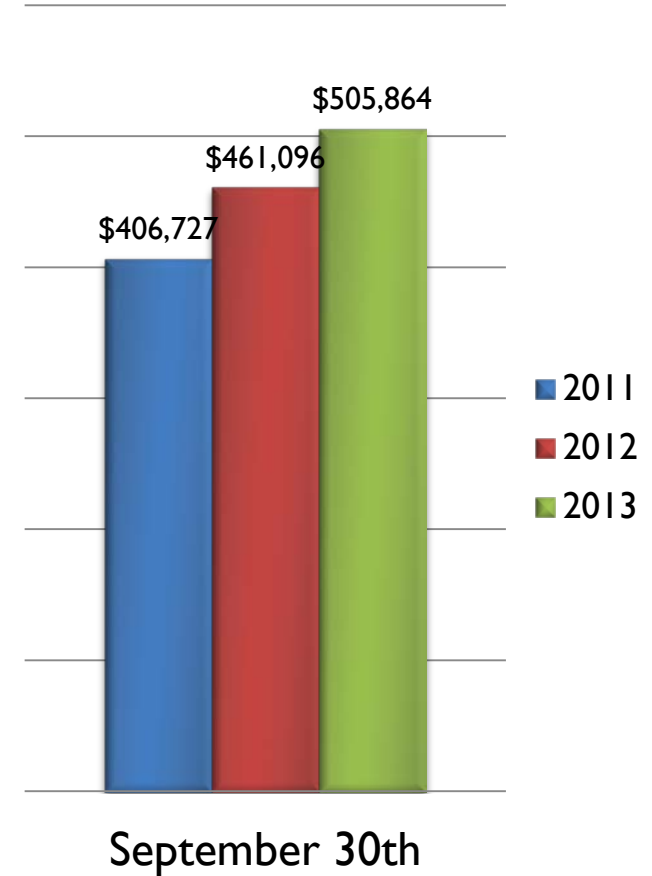


ACCOUNTS RECEIVABLES

Storm Water

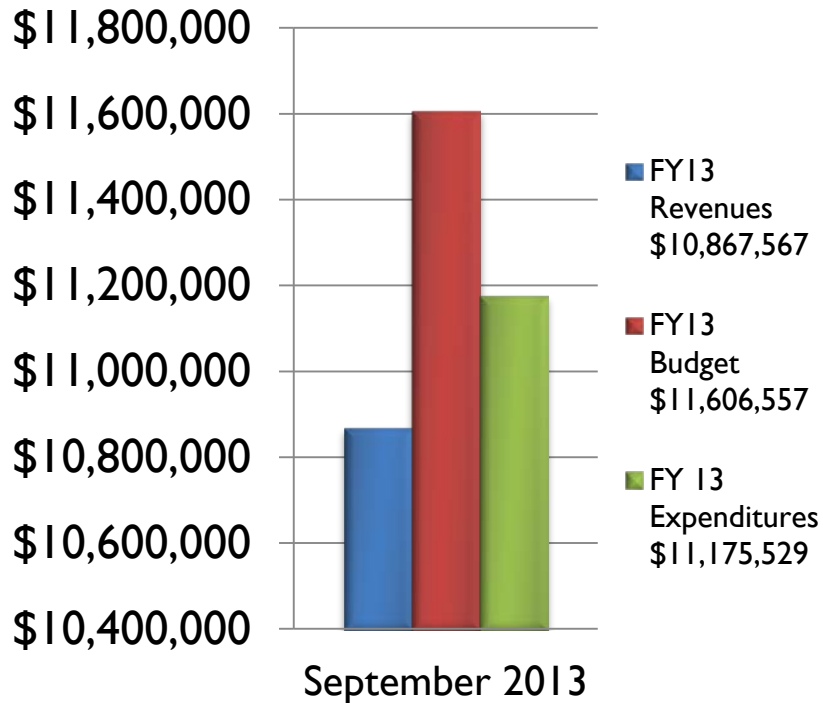


Sanitation



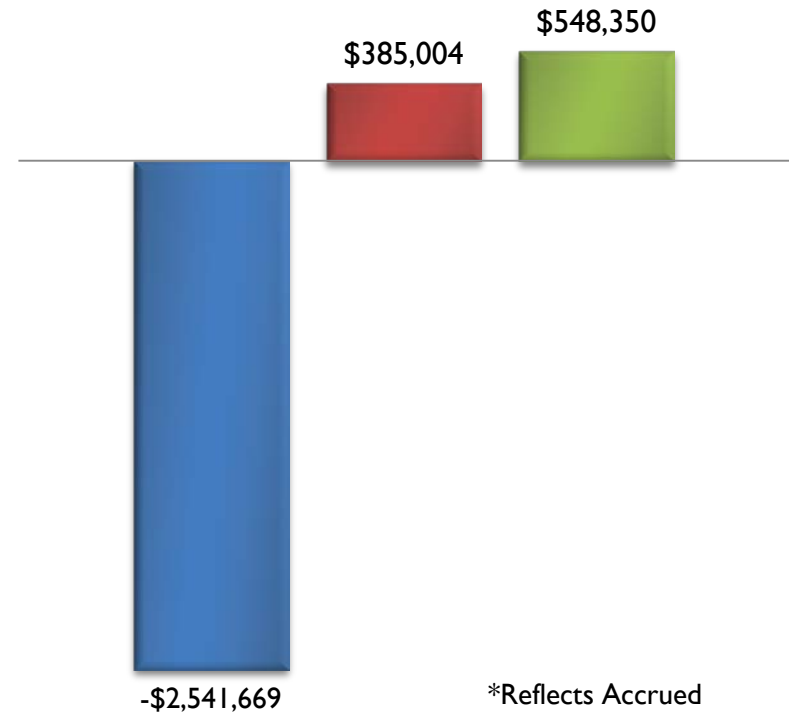
EMPLOYEE BENEFITS FUNDS

FY Year Total



Total Fund Equity*

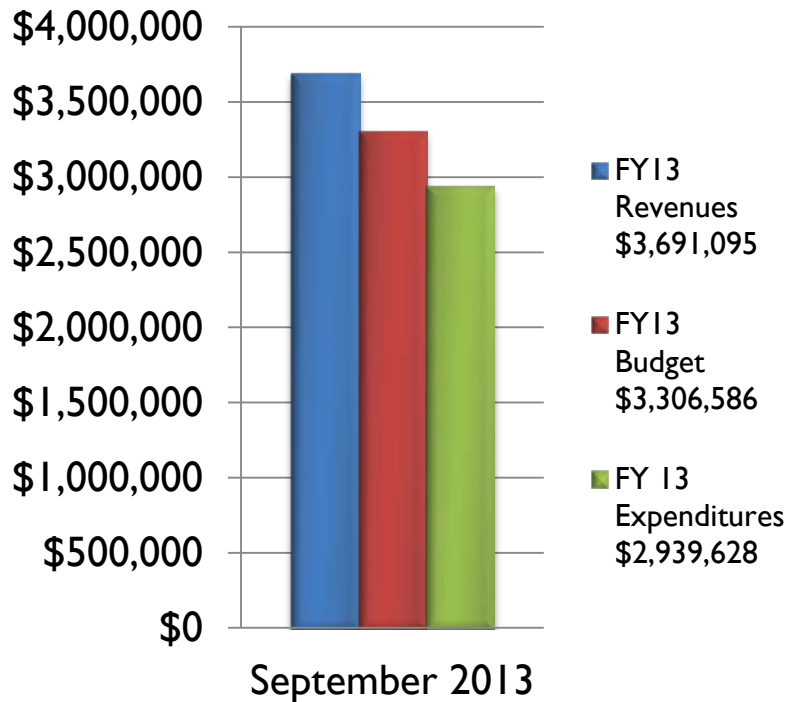
■ FY 11 ■ FY 12 ■ FY 13



*Reflects Accrued Claims Liability

RISK MANAGMENT

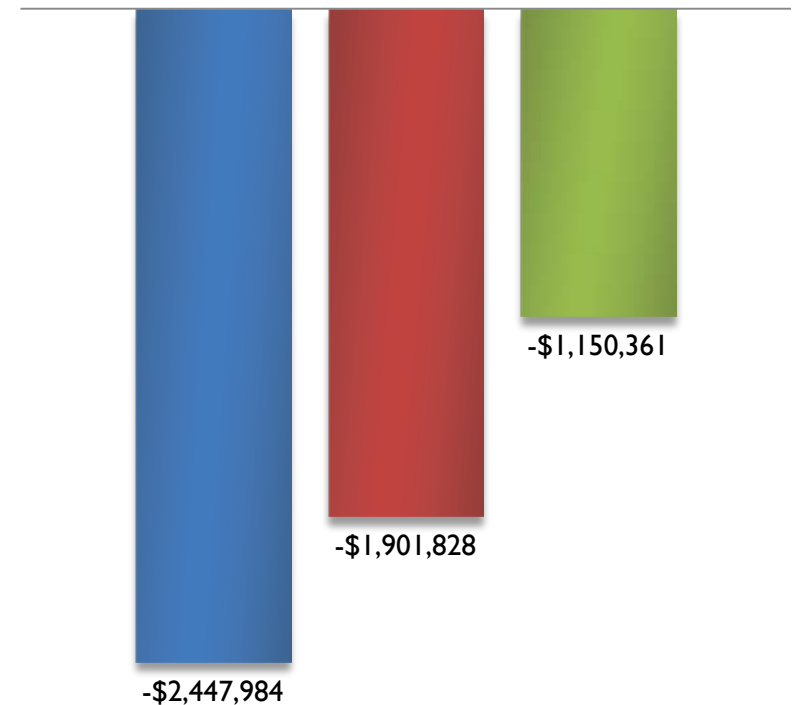
FY Year Total



Note: FY 13 – In house attorney hired to expedite settlement of claims & reduce outside counsel cost. FY 12 Expds, \$2,986,230

Total Fund Equity*

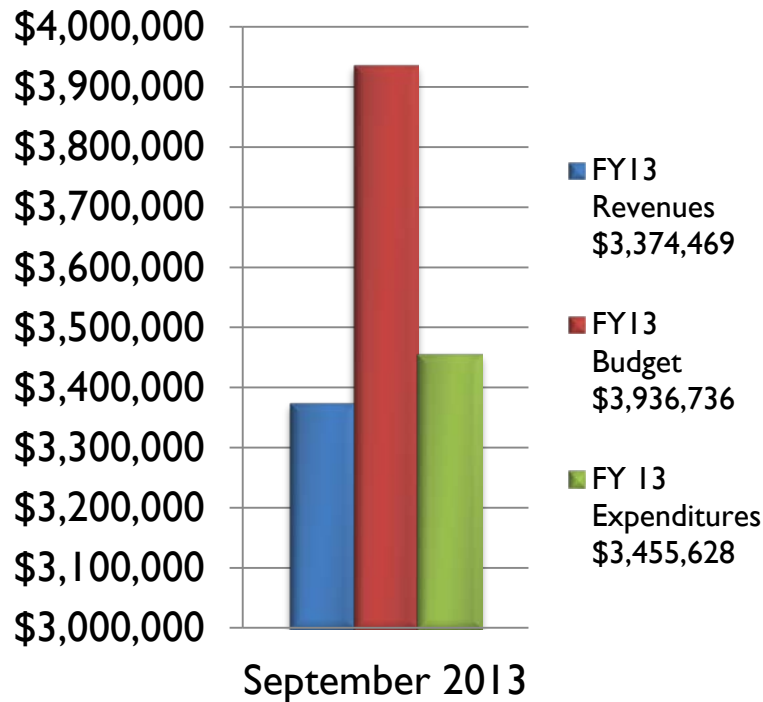
■ FY 11 ■ FY 12 ■ FY 13



*Reflects Accrued Claims Liability

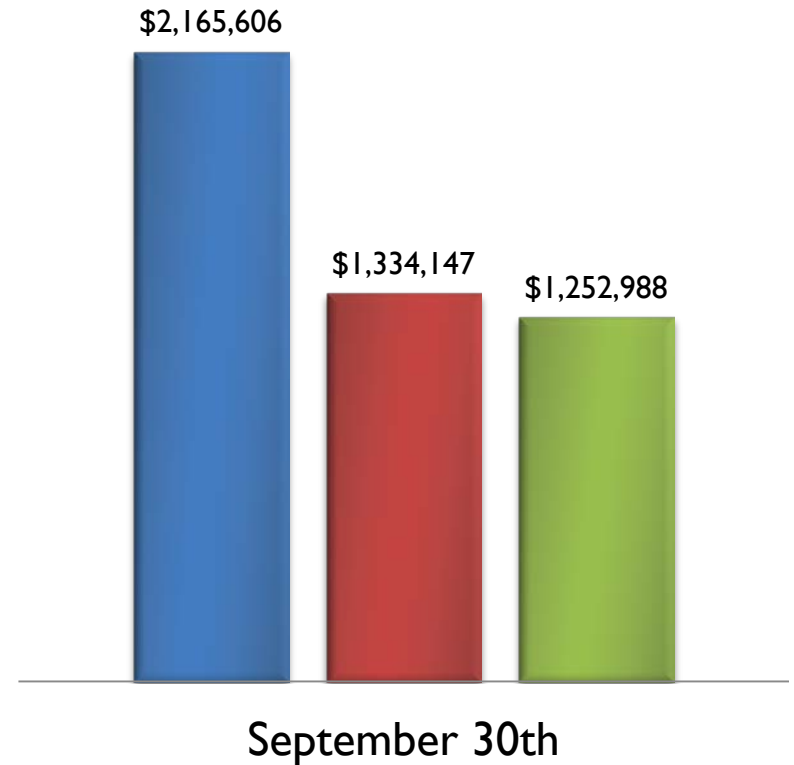
FLEET FUND

Year To Date



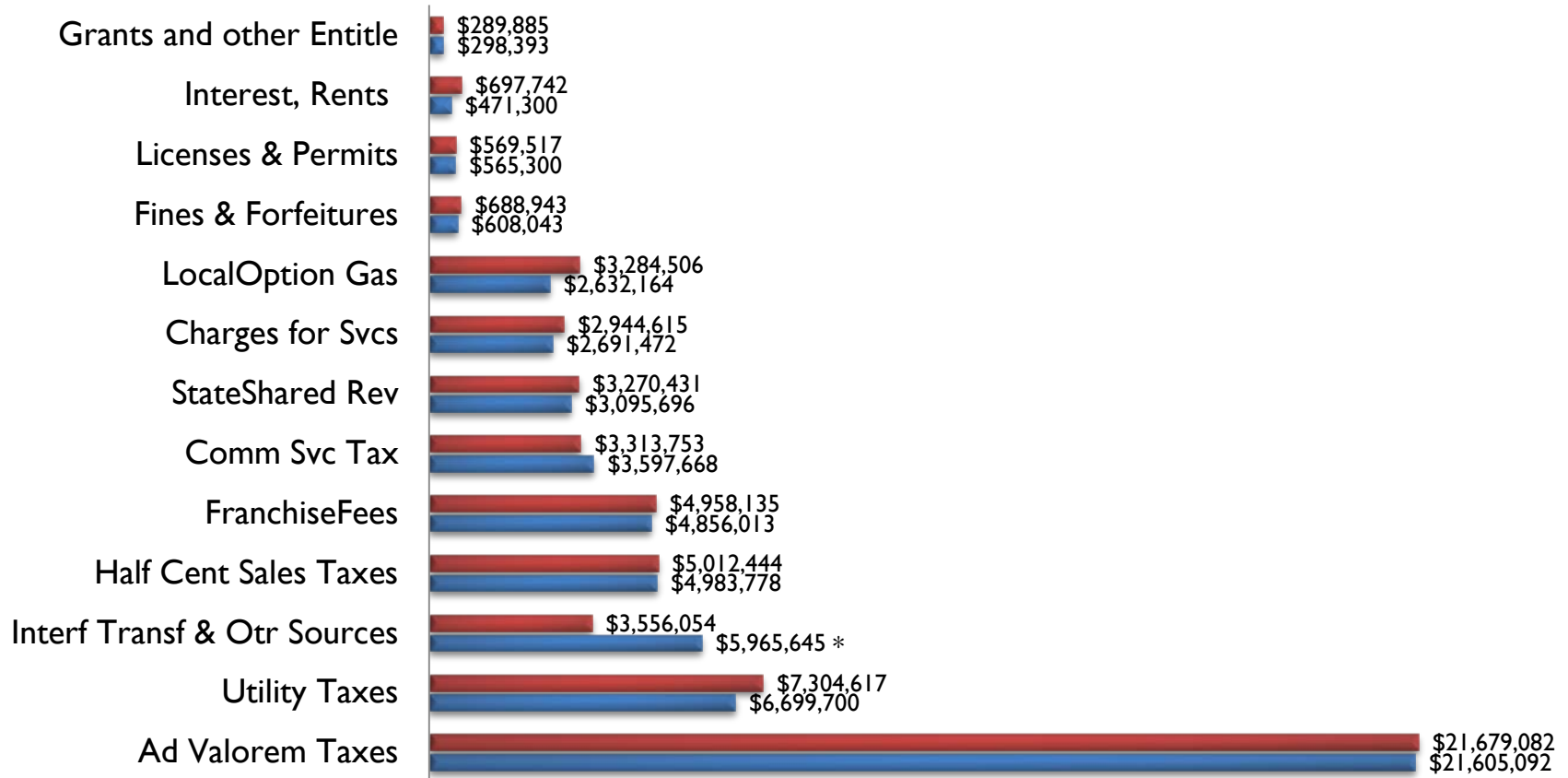
Total Fund Equity

■ FY 11 ■ FY 12 ■ FY 13



GENERAL FUND REVENUES BUDGETARY COMPARISON BY SOURCE

■ **YTD Actual: \$57.6 Million** ■ **Amended Budget: \$58.1 Million**

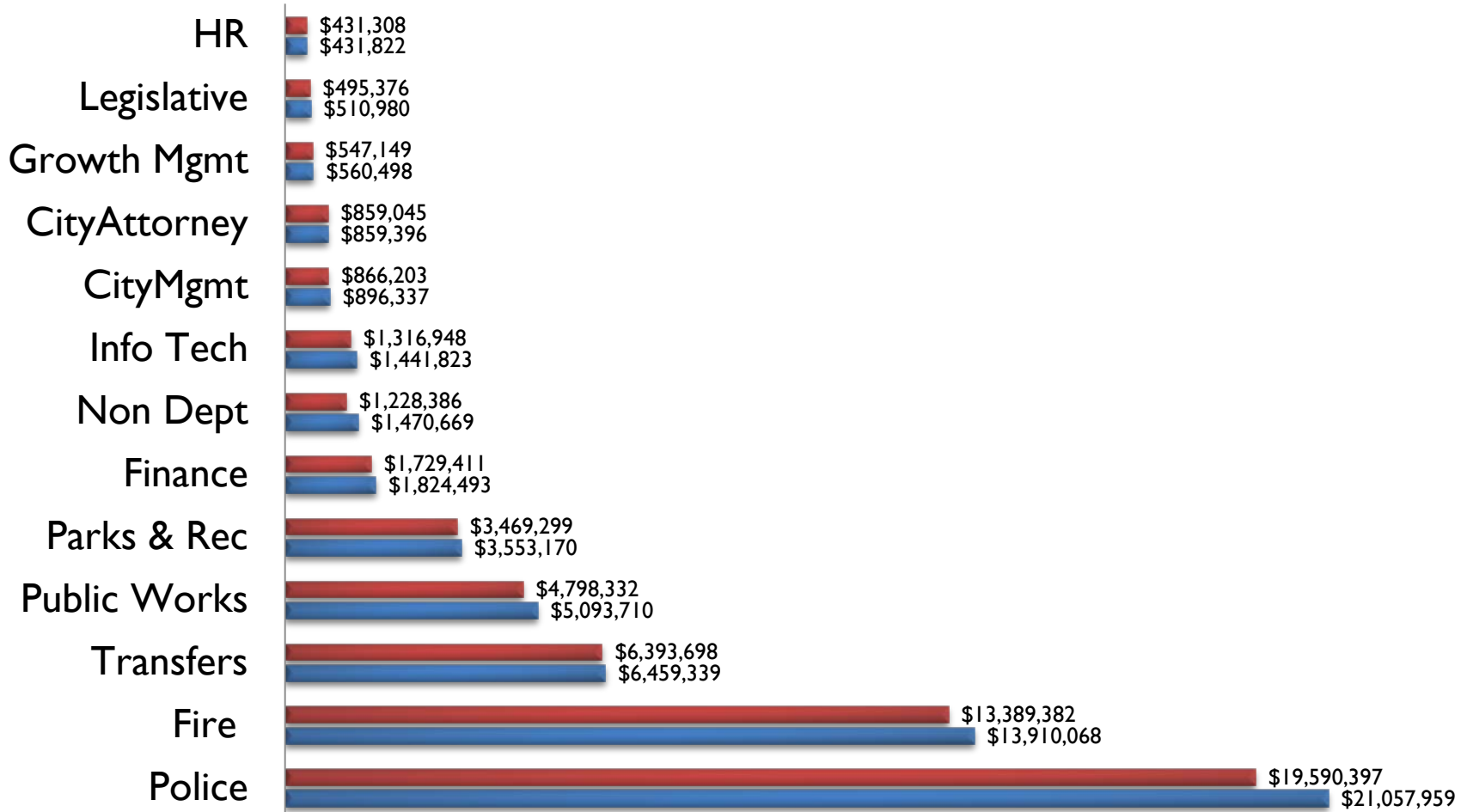


*Includes FY 13 budgeted revenues plus \$2,250,015 appropriated from FY 12 Fund Balances in FY 13

GENERAL FUND EXPENDITURES BUDGETARY COMPARISON BY DEPT

■ YTD Actual: \$55.1 Million

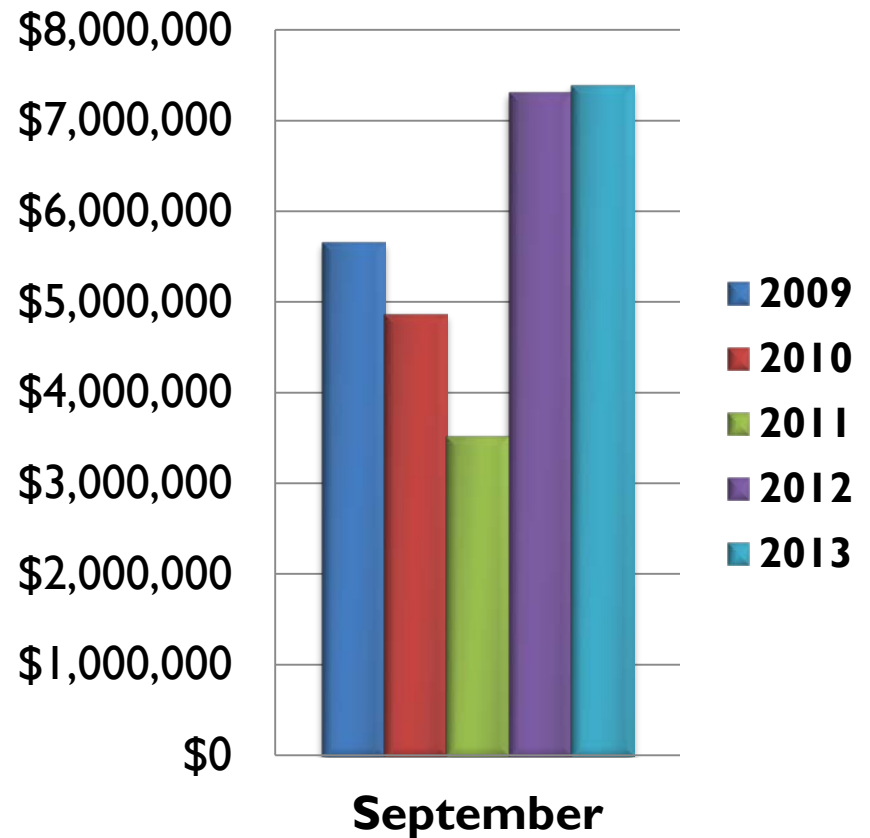
■ Amended Budget: \$58.1 Million



GENERAL FUND CASH & INVESTMENTS

General Fund	\$7,388,668
Cash Advanced to:	
HOME Grant	(11,700)
Code Nuisance	(15,941)
2008 Pension Debt	(44,133)
CDBG	(261,591)
Comm Invest Projs	(1,941,449)
Total Advances	\$(2,274,814)
Total Available C&I @ 09/30/13	\$5,113,854

G/F Funds Available



MINIMUM REQUIRED FUND BALANCE

September 30, 2013

FY 14 Adopted Budget	\$55,861,718
Less Transfers	-5,035,541
Less Capital Outlay	-124,770
Less Reserves	<u>-108,481</u>
FY 14 Adjusted Budget	\$50,592,926
Minimum Required Fund Balance - 10%	\$5,059,293



FY 13 FUND BALANCE (Unaudited)

Fund Balance @ 9/30/13		\$11,989,574
Postage Inventory	-6,296	
Prepaid Expenses	<u>-1,640,889</u>	
Total Non Spendable		-1,647,185
FY 13 PO Encumbrances	<u>-525,456</u>	
Total Assigned		<u>-525,456</u>
		-
Min Req'd Fund Balance	5,059,293	
Fund Balance	<u>4,757,640</u>	
Total Available Fund Balance		\$9,816,933

		Fund Balance	Increase
City Policy	10%	\$5,059,293	\$0
	11%	\$5,565,222	\$505,929
	12%	\$6,071,151	\$1,011,859
	13%	\$6,577,080	\$1,517,788
	14%	\$7,083,010	\$2,023,717
	15%	\$7,588,939	\$2,529,646
	16%	\$8,094,868	\$3,035,576
GFOA Target	17%	\$8,600,797	\$3,541,505



PROPOSED USE OF FY 13 FUND BALANCE IN FY 14

AVAILABLE FUND BALANCE – 19.41%		\$9,816,933
Appropriate - FY 13 Fund Balance in FY 14 for:		
Roads	-750,000	
Police & Fire Radios	<u>-250,000</u>	
Total FY14 Appropriation		-1,000,000
Set aside - FY 15 health Insurance & other employee costs		<u>-2,000,000</u>
FUND BALANCE – 13.47%		\$6,816,933



COMMENTS/QUESTIONS



CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING NO. 2013-28

Held on Thursday, the 5th day of December 2013, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 7:00 P.M.

Rob Medina, Director of Community and Military Affairs to Congressman Bill Posey, gave the invocation, which was followed by the Pledge of Allegiance to the Flag.

ROLL CALL:

MAYOR:	William Capote	Present
DEPUTY MAYOR:	Ken Greene	Present
COUNCILMEMBER:	Kristine Isnardi	Present
COUNCILMEMBER:	Michele Paccione	Present
COUNCILMEMBER:	Harry Santiago Jr.	Present
CITY MANAGER:	Sue Hann	Present
CITY ATTORNEY:	Andrew Lannon	Present
DEPUTY CITY CLERK:	Terese Jones	Present

CITY STAFF: Present was Chad Shoultz, Deputy City Manager.

ANNOUNCEMENTS:

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

1. **Three (3) vacancies on the Youth Advisory Board (represents students grades 9-12).**
2. **One (1) vacancy on the Recreation Advisory Board.**
3. **One (1) vacancy on the Utilities Advisory Board (represents utility customer or resident).**
4. **One (1) vacancy on the Bayfront Community Redevelopment Agency (represents at-large position).**

AGENDA REVISIONS:

There were no agenda revisions.

CONSENT AGENDA:

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

Motion by Deputy Mayor Greene, seconded by Mrs. Paccione, that the Consent Agenda be approved as presented with the removal of Item Nos. 2, 5, and 6, from consent. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Greene, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea.

RECOGNITIONS:

Individuals were recognized.

1. Parks and Recreation – recognizing the winner of the 2013 photo contest.

☛2. Rob Medina, Director of Community and Military Affairs to Congressman Bill Posey, recognized Police Chief Doug Muldoon for his leadership of the FBI National Academy Associates.

ADOPTION OF MINUTES:

*** 1. Regular Council Meeting No. 2013-27; November 19, 2013.**

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

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

Individuals commented on various issues.

PUBLIC HEARINGS:

♣ 1. Resolution No. 2013-49, granting a conditional use for a proposed security dwelling unit in GC (General Commercial District) zoning on property located west of and adjacent to Martin Road, in the vicinity west of Lockheed Street (1.05 acres)(Case No. CU-14-2013, Donald Foley).

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

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

Motion by Mr. Santiago, seconded by Mrs. Paccione, to adopt Resolution No. 2013-49. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Greene, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea.

♣ 2. Resolution No. 2013-50, granting a conditional use to permit a proposed commercial structure in excess of 5,000 square feet in NC (Neighborhood Commercial District) zoning on property located east of and adjacent to Jupiter Boulevard, in the vicinity north of Lynbrook Avenue and south of Elmont Street (1.73 acres)(Case No. CU-15-2013, Concept Development, LLC).

The Planning and Zoning Board recommended that the request be approved, subject to all conditions in the Staff Report being met, and subject to an 8-foot high privacy fence being erected along the south and east property lines.

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

Motion by Deputy Mayor Greene, seconded by Mrs. Paccione, to adopt Resolution No. 2013-50. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Greene, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea.

♣ 3. Request by Michael Crews for a variance to allow a proposed shed to encroach the 25-foot side corner setback in RS-1 (Single Family Residential District) zoning (0.37 acres)(Case No. V-22-2013).

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

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

Motion by Mrs. Paccione, seconded by Mr. Santiago, to approve the request. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Greene, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea.

♣ 4. Request by Palm Bay Business Centre LLC for a variance to allow a proposed sign to encroach the 10-foot front setback and to exceed the 10-foot maximum sign height requirement in HC (Highway Commercial District) zoning (0.49 acres)(Case No. V-23-2013).

The Planning and Zoning Board recommended that the request be approved, with the condition that should the structure ever be removed or destroyed, the variance shall cease.

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

Motion by Mrs. Isnardi, seconded by Deputy Mayor Greene, to approve the request. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Greene, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea.

PROCUREMENTS:

Award of Proposal:

*** 1. Sodium Hydroxide – Utilities Department (Univar USA Inc. - \$50,000).**

Staff Recommendation: Award the proposal for the purchase of sodium hydroxide, 50% membrane grade (caustic soda) to Univar USA Inc., Morrisville, Pennsylvania, for an estimated annual amount of \$50,000.

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

Contract:

*** 1. State lobbying services, renewal (Ronald L. Book, P.A. - \$60,000).**

Staff Recommendation: Authorize the City Manager to execute the contract renewal for a period of one (1) year through January 31, 2015.

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

Miscellaneous:

*** 1. Wheeled carts, trash and recycling – Public Works Department (Toter Inc. - \$39,200).**

Staff Recommendation: Authorize the purchase of additional CART inventory for trash and recycling wheeled carts with Toter, Inc., Statesville, North Carolina, in the amount of \$39,200.

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

*** 2. Replacement vehicles (Florida Sheriff's Association contract) – Public Works and Police Departments (Isuzu Truck of Ocala; Stingray Chevrolet - \$85,201); consideration of the disposal of surplus vehicles.**

Staff Recommendation: Approve the disposal of three (3) surplus vehicles, as identified, and to approve the purchase of three (3) replacement vehicles, as identified, utilizing the Florida Sheriff's Association contract, from Isuzu Truck of Ocala and Stingray Chevrolet in the amount of \$85,201.

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

*** 3. Laserfiche software and services, purchasing authority – Communications and Information Technology Department (Laserfiche Solutions Group, Inc. - \$37,845).**

Staff Recommendation: Approve purchasing authority up to \$37,845 for Laserfiche software and services.

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

UNFINISHED AND OLD BUSINESS:

1. Appointment of two (2) members to the Code Enforcement Board.

Motion by Deputy Mayor Greene, seconded by Mrs. Isnardi, to reappoint Orlando Gatell and Diane White to the board. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Greene, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea.

2. Appointment of three (3) members to the Library Advisory Board.

Motion by Deputy Mayor Greene, seconded by Mrs. Isnardi, to reappoint Jane Antonsen and Patricia Seyfert, and appoint Kristin Pitts to the board. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Greene, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea.

3. Appointment of one (1) member to the Planning and Zoning Board.

Motion by Deputy Mayor Greene, seconded by Mrs. Paccione, to appoint Juan Molina to the board. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Greene, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea.

COUNCIL BUSINESS:

Councilmembers addressed various subject matters.

1. Mrs. Isnardi asked that the revisions to the sexual offender/predator ordinance be considered for discussion at the first meeting in January. Council concurred.

NEW BUSINESS:

*** 1. Resolution No. 2013-51, granting an extension to the conditional use for an assisted living facility in IU (Institutional Use District) zoning on property located north of and adjacent to Palm Bay Road, in the vicinity between Babcock Street and Pinewood Drive (4.08 acres)(Case No. CU-14-2012, Maximo Dorra).**

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

2. Resolution No. 2013-52, amending Resolution No. 2013-38, establishing fees, rates, and charges pursuant to the Code of Ordinances, for specified chapters and sections therein.

The City Attorney read the resolution in caption only.

Motion by Mr. Santiago, seconded by Mrs. Isnardi, to adopt Resolution No. 2013-52. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Greene, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea.

*** 3. Resolution No. 2013-53, amending Resolution No. 2013-39, adopting Classification and Pay Plans and the Position Control Plan for employees of the City of Palm Bay.**

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

*** 4. Resolution No. 2013-54, amending Resolution No. 2013-24, by modifying the staff to serve as the Clerk to the Local Hearing Officer.**

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

5. Consideration of an amendment to the agreement with Frank Cioli as it relates to the settlement of code enforcement liens.

Staff Recommendation: Authorize the City Manager to execute the amendment to the Settlement Agreement.

Motion by Mrs. Isnardi, seconded by Mrs. Paccione, to approve the amendment to the agreement. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Greene, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea.

6. Consideration of acquiring and demolishing certain property for improving access to Lift Station No. 1 – 1033 Cabot Drive, NE (\$70,500).

Staff Recommendation: Authorize purchase of the property and demolition of the house and pool.

Motion by Deputy Mayor Greene, seconded by Mr. Santiago, to approve the purchase and demolition of property as recommended by staff. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Greene, Yea; Councilwoman Isnardi, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea.

*** 7. Consideration of extending the water transmission main on Babcock Street, north of Convair Street.**

Staff Recommendation: Authorize the expenditure up to \$40,000 in Connection Fees and/or Main Line Extension Fees to extend the water transmission main on the west side of Babcock Street from Convair Street approximately 835 feet north, subject to the developer executing the Utility Agreement.

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

*** 8. Consideration of appropriating grant funds for expenditure in the Police Department's budget.**

Staff Recommendation: Recognize revenue to the General Fund and appropriate grant funds for expenditure in the amount of \$94,920 in the Police Department's budget.

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

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

9. Discussion on an ordinance regulating the use of fertilizers.

The City Council received input from the public regarding the consideration of an ordinance to regulate the use of fertilizers.

There was discussion among Council that an ordinance regulating the use of fertilizer was not enforceable, but at least a step towards educating the public. Council concurred that educating the public was the most important aspect for improving the condition of the Indian River Lagoon as there were other issues that needed to be considered besides fertilizer, i.e., septic tanks, weather.

Council concurred to utilize the state's model ordinance for regulating the use of fertilizer on urban landscape with additional regulations as follows: a) two (2) warnings for violations would be issued prior to the implementation of any fines; b) a soil test for phosphorous would be required; and c) the establishment of a ten (10) foot fertilizer free zone next to water bodies.

The City Attorney advised the Council that it would have to demonstrate the necessity of the additional restrictions pursuant to Section 403.9337, Florida Statutes, and the documentation would have to be made part of the public record prior to the adoption of the ordinance.

Mrs. Isnardi asked that at the time of considering the adoption of the ordinance that City staff advise how it would be enforced, and if it would not be enforced, to state so at the meeting.

The City Attorney stated the ordinance would have to be sent to the state for review after first reading, and the final adoption not considered until after the state's review of same.

ADMINISTRATIVE AND LEGAL REPORTS:

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

Staff Recommendation: Approve the travel and training as specified.

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

PUBLIC COMMENTS/RESPONSES:

Individuals commented on various issues.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 10:35 P.M.

PALM BAY MUNICIPAL FOUNDATION, INC.:

1. Consideration of funding the Summer Youth Employment Program to be administered by Brevard Workforce.

See Minutes folder for the Palm Bay Municipal Foundation, Inc.

William Capote, MAYOR

ATTEST:

Terese Jones, DEPUTY CITY CLERK

* Identifies items considered under the heading of Consent Agenda.

♣ Indicates quasi-judicial proceeding.

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

MEMO TO: Honorable Mayor and Members of City Council
FROM: Alice Passmore, City Clerk
DATE: December 19, 2013
SUBJECT: Conditional Use Request – Senior Care Living I, Inc.

Senior Care Living I, Inc. (Cliff Davis) has submitted an application for a conditional use for a planned commercial development to be known as Palm Bay Memory Care Center in CC (Community Commercial District) zoning. The property is located south of and adjacent to Malabar Road, in the vicinity west of Minton Road, and contains 19.58 acres, more or less.

Staff Conclusion:

The Planning and Zoning Board and the City Council must determine if the request, based upon the submitted material and presentation made by the applicant, meets the general and specific requirements of the Code of Ordinances as identified in the Staff Report.

Planning and Zoning Board Recommendation:

Unanimous approval of the request.

Resolution No. 2013-55 has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

tmj
Attachments

Case No. CU-16-2013

CONDITIONAL USE APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, prior to 5:00 p.m. on the first day of the month to be processed for consideration by the Planning and Zoning Board the following month. The application will then be referred to 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.

1) NAME OF APPLICANT (Type or print) Senior Care Living I, Inc
ADDRESS 8380 BAY PINES BLVD
CITY ST PETERSBURG STATE FL ZIP 33709
PHONE # 727-836-0617 FAX # _____
E-MAIL ADDRESS davisdevelopment05@gmail.com

2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION _____
SEE ATTACHED

SECTION 1 TOWNSHIP 29 RANGE 36

3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 19.58

4) CONDITIONAL USE SOUGHT: to allow 78bed memory care facility over 3 acres in size

5) ZONE CLASSIFICATION AT PRESENT (ex.: RS-2, CC, etc.): CC

6) APPLICANT MUST PROVIDE A SITE PLAN SKETCH IN PDF FORMAT SHOWING THE FOLLOWING WHERE APPLICABLE:

- (a) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.
- (b) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.
- (c) Adequate and properly located utilities that are available or may be reasonably provided to serve the proposed development.
- (d) Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.
- (e) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.
- (f) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.
- (g) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

- (h) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents or workers in the City.
- (i) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.
- (j) The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.
- (k) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.

7) ADDITIONAL CONDITIONS MUST BE MET FOR THE FOLLOWING CONDITIONAL USES. LISTINGS OF THE ADDED CRITERIA ARE AVAILABLE FROM STAFF AND MUST BE INCORPORATED INTO THE SITE PLAN (Check all that apply).

- Planned Commercial Development (site is commercially zoned and over three acres in size).
- Planned Industrial Development (site is industrially zoned and over five acres in size).
- Planned Residential Development (site is zoned multi-family and proposes 100 or more units).
- Church
- Communication tower and facilities
- Club or Lodge
- Arcade amusement center
- Commercial dog kennel
- Electronic gaming establishment
- Public or private school
- Dance club (Sec. 185.088(J))
- Self-storage facility

8) THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:

- *\$600.00 Application Fee. Make check payable to "City of Palm Bay."
- A listing 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 can be obtained from the Brevard County Planning and Zoning Department at 633-2060, or on the Internet at www.brevardpropertyappraiser.com) List shall be legible and the source of that information stated here: _____
- Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines.
- Property map showing properties within 500 foot radius, and clearly outlining the subject parcel.
- Location map showing properties adjacent uses, zoning, streets, driveways, canals, and utilities.
- Citizen Participation Plan. Refer to Section 169.005 of the Land Development Code for guidelines.

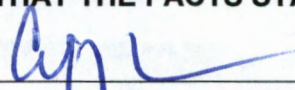
WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER FOR THE APPLICANT TO REQUEST THE CONDITIONAL USE.

_____ IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE 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 CONDITIONAL USE APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant



Date

11/6/13

Printed Name of Applicant

CLIFF DAVIS

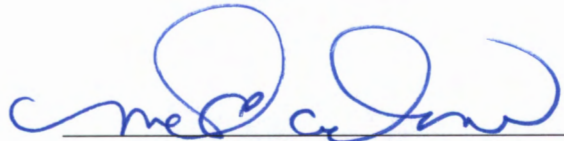
*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

SILVER MALABAR, LLC

October 30, 2013

Re: Letter of Authorization

As the property owner of the property legally described as See Exhibit A
I hereby authorize Senior Care Living I, Inc
to represent the Conditional Use application for said property.

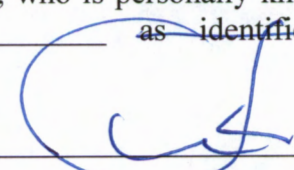

(Signature)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th of October,
2013 by Melissa Ackerman, who is personally known by me or who
has ~~produced~~ as identification, and who
did /did not take an oath.

(SEAL)




Notary Public
Serial No. EE830189
My commission expires 11-18-2016

CITY OF PALM BAY

DISCLOSURE OF OWNERSHIP INTERESTS – PROPERTY

TO: CITY OF PALM BAY GROWTH MANAGEMENT DIRECTOR, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared MELISSA ACKERMAN, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the [] individual or [X] PARTNER [position-e.g., president, partner, trustee] of [position-e.g., president, partner, trustee] of SILVER MALABAR LLC [name and type of entity-e.g., ABC Corporation, XYZ Limited Partnership] that holds an ownership interest in real property legally described on the attached Exhibit "A" (the "Property"). The Property is the subject of an application for Comprehensive Plan amendment or Development Order approval with the City of Palm Bay.
2. Affiant's address is: 3109 STIRLING ROAD # 200
FORT LAUDERDALE, FLORIDA 33312
3. Attached hereto as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent or greater interest in the Property. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
4. Affiant acknowledges that the Affidavit is given to comply with City of Palm Bay Resolution No. 2008 - 19, and will be relied upon by the City of Palm Bay in its review of application for Comprehensive Plan amendment or Development Order approval affecting the property. Affiant further acknowledges that he or she is authorized to execute this Disclosure of Ownership Interests on behalf of any and all individuals or entities holding a five percent or greater interest in the Property.
5. Affiant further acknowledges that he or she shall by affidavit amend this disclosure to reflect any changes to ownership interests in the Property that may occur before the date of final public hearing on the application for Comprehensive Plan amendment or Development Order approval.
6. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
7. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Melissa Ackerman, Affiant

MELISSA ACKERMAN
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 30th day of October, 2013, by MELISSA ACKERMAN [X] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Laura L. Cox, Notary Public

Laura L. Cox
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 4/23/2015

Legal Description of property covered by application:

Tract A (Tax Parcel No.3)

Legal Description: (as furnished to the Surveyor)

The West 1/2 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 29 South, Range 36 East, Brevard County, Florida, EXCEPT rights of way for public roads and rights of way for drainage canals and ditches for the Melbourne Tillman Drainage District.

Tract B (Tax Parcel No.6)

Legal Description: (as furnished to the Surveyor)

The East 1/2 of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 29 South, Range 36 East, Brevard County, Florida, EXCEPT rights of way for public roads and rights of way for drainage canals and ditches for the Melbourne Tillman Drainage District.

EXHIBIT "B"

DISCLOSURE OF OWNERSHIP INTERESTS IN APPLICANT

Affiant must identify all entities and individuals owning five percent or more ownership interest in Applicant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant is the officer of a corporation or partnership that is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

SILVER CLARK ASSOCIATES, LTD. OWNS 100% OF SILVER MALABAR LLC

SILVER CLARK ASSOCIATES LTD IS OWNED BY:

SITCO II LTD

W.J. HOLLANDER ENTERPRISES, LTD

SCOTT CLARK

ALL ABOVE SHARE COMMON ADDRESS

3109 STIRLING ROAD #200
FORT LAUDERDALE, FL 33312
(954) 962-9700



DATE: December 4, 2013
CASE #: CU-16-2013

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

- PROPOSAL:** The applicant is requesting conditional use approval for a Planned Commercial Development in the CC, Community Commercial Zoning District.
- LOCATION:** The subject property is located south of and adjacent to Malabar Road SW, approximately 2,000 feet west of Minton Road SW. Specifically; the property is Tax Parcels 3.0 & 6.0 of Section 1, Township 29 south, and Range 36 east, Brevard County, Florida.
- APPLICANT:** Senior Care Living I, Inc. (Cliff Davis, Manager)

SITE DATA

- PRESENT ZONING:** CC, Community Commercial District
- ACREAGE:** 19.58 acres (±)
- DENSITY:** Not Applicable
- ADJACENT ZONING & LAND USE:**
- N** -- CC, Community Commercial; Malabar Road SW
 - E** -- CC, Community Commercial; Alternative Storage
 - S** -- CC, Community Commercial; City Drainage Right-of-Way
 - W** -- RM-15, Single, Two and Multi-Family Residential; Malabar Cove Apartments and Vacant Land
- WATER & SEWER:** City Water & Sewer Available and Required
- TRAFFIC COUNTS:** 20,900 ADT (12/2012) Malabar Road; from Minton Road SW to Garvey Road SW
- FLOOD ZONE:** Flood Zone X; Area Determined to be Outside the 500 year Flood Zone
- COMPLIANCE WITH THE COMPREHENSIVE PLAN:** Yes

BACKGROUND:

1. The subject property is located south of and adjacent to Malabar Road SW, approximately 2,000 feet west of Minton Road SW. Specifically; the property is Tax Parcels 3.0 & 6.0 of Section 1, Township 29 south, and Range 36 east, Brevard County, Florida. The land contained in this request is approximately 19.58 acres.
2. The adjacent zoning and land uses are as follows:

NORTH: CC, Community Commercial; Malabar Road SW
EAST: CC, Community Commercial; Alternative Storage
SOUTH: CC, Community Commercial; City Drainage Right-of-Way
WEST: RM-15, Single, Two and Multi-Family Residential; Malabar Cove Apartments and Vacant Land

3. The applicant is requesting conditional use approval to construct a Memory Care Facility. Such a facility is permitted by right in the CC District under the category of Nursing Home. However, all permitted uses in the CC District require this approval when the subject property exceeds three (3) acres in size. The applicant for this request is Cliff Davis, Manager of Senior Care Living I, Inc. The applicant will be represented by their Civil Engineer, Mr. Jake Wise, of the Construction Engineering Group, Inc.

ANALYSIS:

The project consists of a singular, U-shaped building, of approximately 32,000 square feet. It will contain 78 units/beds for the care of patients with Alzheimer's and/or Dementia. The facility will be self-sufficient, meaning the residents will be provided meals, laundry and related services in a home-like setting. Walking trails meander to the south of the building and connect to a gazebo that will over-look a large, stormwater treatment lake.

The project shall be called Palm Bay Memory Care and is to be located on the south half of the almost 20-acre property. The northern half of the property will be left for future commercial development. A boulevard-like driveway will be centered about the site and will terminate at the entrance to the care facility. An esthetic fountain is to be placed at the end of the driveway. Parking areas will flank the project entrance and are to be provided with the necessary turnaround for emergency vehicles.

Both of the future commercial parcels will have direct access to the internal driveway, which will also contain landscaped medians. Each parcel exceeds three (3) acres in size and will require conditional use approval. The submitted plan proposes improvements to Malabar Road in the form of turn lanes into and out of the property. Due to the configuration of the turn lanes, only right-in/right-out turning movements will be permitted directly from the outparcels onto Malabar Road; left turns will be restricted to the common driveway. A Traffic Study shall be submitted for staff review in order to examine the improvements needed, taking into consideration not only this facility, but the eventual development of the outparcels. Regardless of said improvements, 46 feet of land across the northern portion of the site will be needed for future Malabar Road right-of-way.

CODE REQUIREMENTS:

1. In order to be granted a conditional use permit, a request must meet items (A) through (K) of the General Requirements and Conditions listed in Section 185.087 of the Code of Ordinances. A review of these items is as follows:

Item (A): *Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.*

The project will be served by one (1) entrance/exit, centered within the property. Internal sidewalks are shown along the south side of the parking areas with connections to the building. A 5-foot wide sidewalk shall be installed along the Malabar Road frontage.

Item (B): *Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.*

The City's Parking Code requires a minimum of one (1) space for each two (2) beds, plus one (1) space for each two (2) employees at maximum employment on a single shift. Based upon the submitted plan the facility must provide a minimum of 47 spaces, of which at least two (2) shall be handicap accessible. The applicant proposes a total of 55 spaces, with 4 handicap stalls. Since none of the residents drive, this should be more than enough.

Item (C): *Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.*

The property has city water, sewer, electric, phone and cable services available to it. The plan shows connection to the city's water and sewer system and the provision of a lift station and fire hydrant. This will be reviewed more closely upon submission of a site plan.

Item (D): *Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.*

The conceptual plan provides more than the minimum required physical buffering with a 152-foot setback from the east and west property lines and a 450 foot setback from the rear property line. The applicant claims that existing vegetation will be preserved and new landscaping provided in order to create a pleasant setting for the residents. This landscaping will also help to buffer the site from the existing single family residential located to the south (across the ditch) and from the apartments to the west. A tree survey will be required in order to identify the location of any exceptional specimen trees.

Item (E): *Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.*

No sign locations have been shown nor has a lighting plan been submitted. It shall be noted that all exterior lighting must be either shielded or directed downward, so as to not spill light onto neighboring properties. Each parcel will be permitted one (1) detached sign.

Item (F): *Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.*

The submitted plan far exceeds the minimum yard and open space requirements.

Item (G): *The use as proposed will be in conformance with all stated provisions and requirements of this chapter.*

The Use is permitted within the CC District.

Item (H): *Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.*

Staff did not identify, at this time, any impacts to the health, safety and welfare of the residents of Palm Bay that would be incurred by the project.

Item (I): *The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation or type, of physical activity.*

According to the ITE Trip Generation Informational Report (8th Edition), Nursing Homes are generally a low producer of overall traffic. Vehicle ownership for Alzheimer's or Dementia patients is nonexistent and the facility's employees, or services provided to the residents, generate the majority of the trips to the site. It is anticipated that the facility will generate less traffic than if the entire property were to contain typical commercial uses.

Item (J): *The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.*

The parcel is bordered by a 50-foot wide drainage right-of-way on the south boundary and Malabar Road to the north. Low-intensity commercial (mini-storage) exists to the east and a high-traffic residential use (apartment complex) is located to the west. Nursing Homes, besides being overall low generators of traffic, are typically quiet uses and have no immediate impact on adjacent lands. The facility is a single story building.

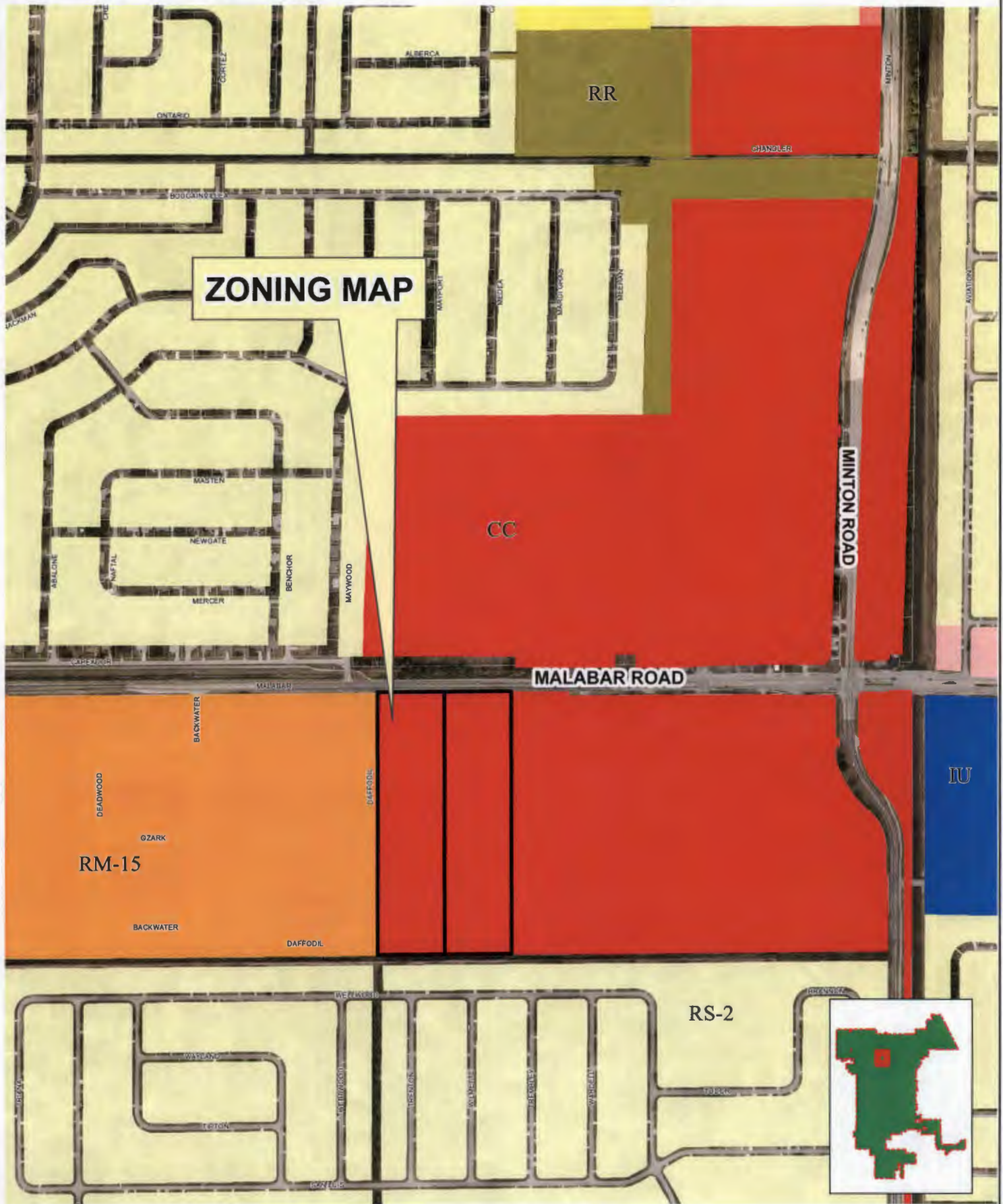
Item (K): *Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, a reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.*

The Planning and Zoning Board and City Council has the authority and right to impose any additional and justifiable safeguards and/or conditions to ensure that the facility operates safely and harmoniously with its surroundings. It shall be noted that a 6-foot high completely opaque masonry wall or wood fence shall be provided along the entire length of the west property line, as it abuts residentially-zoned land.

STAFF CONCLUSION:

The Planning and Zoning Board and City Council must determine if the request, based upon the submitted material and presentation made by the applicant, meets the general requirements of the Code of Ordinances, as identified in this report.

ZONING MAP



Map for illustrative purposes only. Not to be construed as binding or as a survey.

Map created by the Land Development Division



CASE NO. CU-16-2013

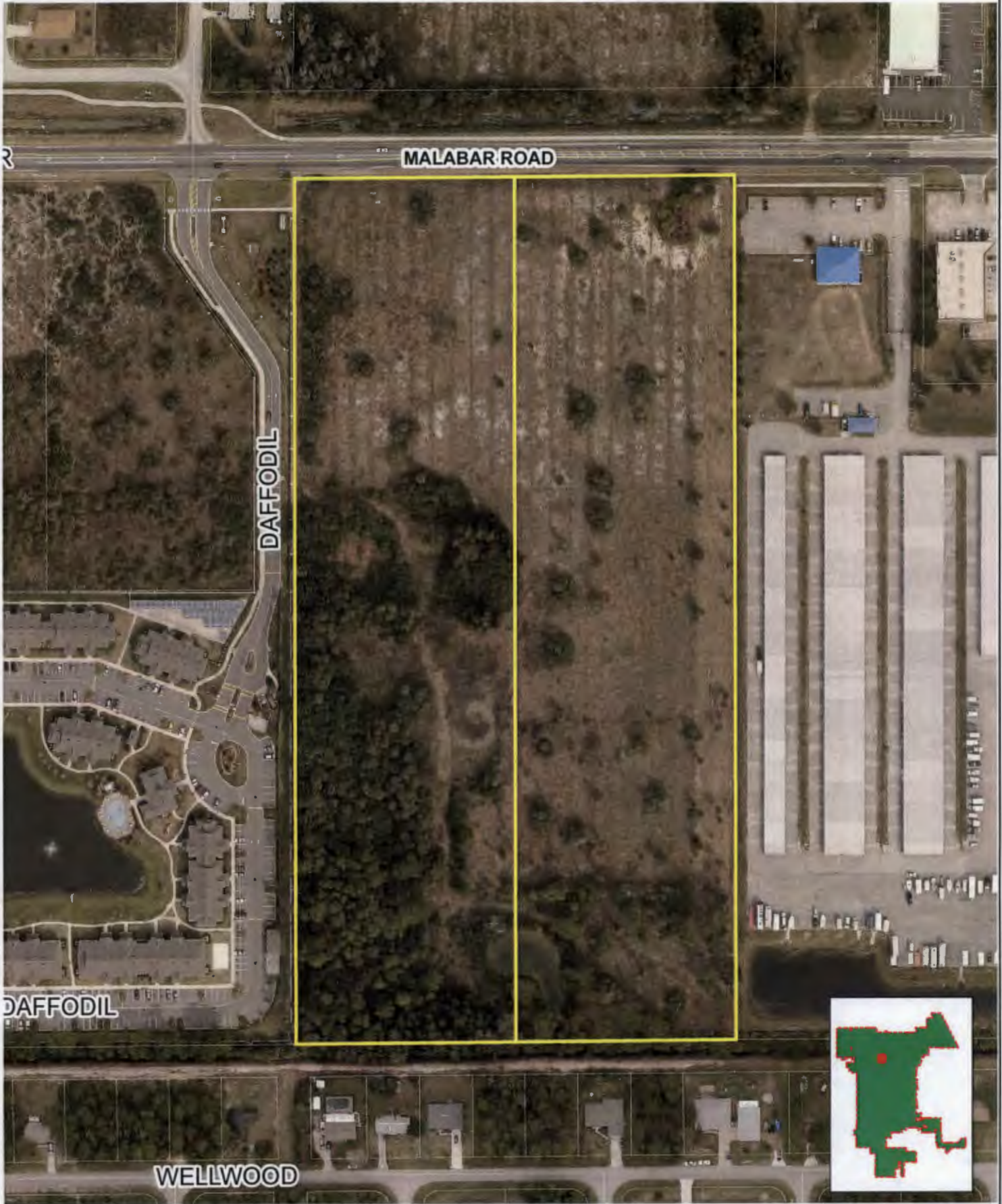


Map for illustrative purposes only. Not to be construed as binding or as a survey.

Map created by the Land Development Division



CASE NO. CU-16-2013



MALABAR ROAD

DAFFODIL

DAFFODIL

WELLWOOD



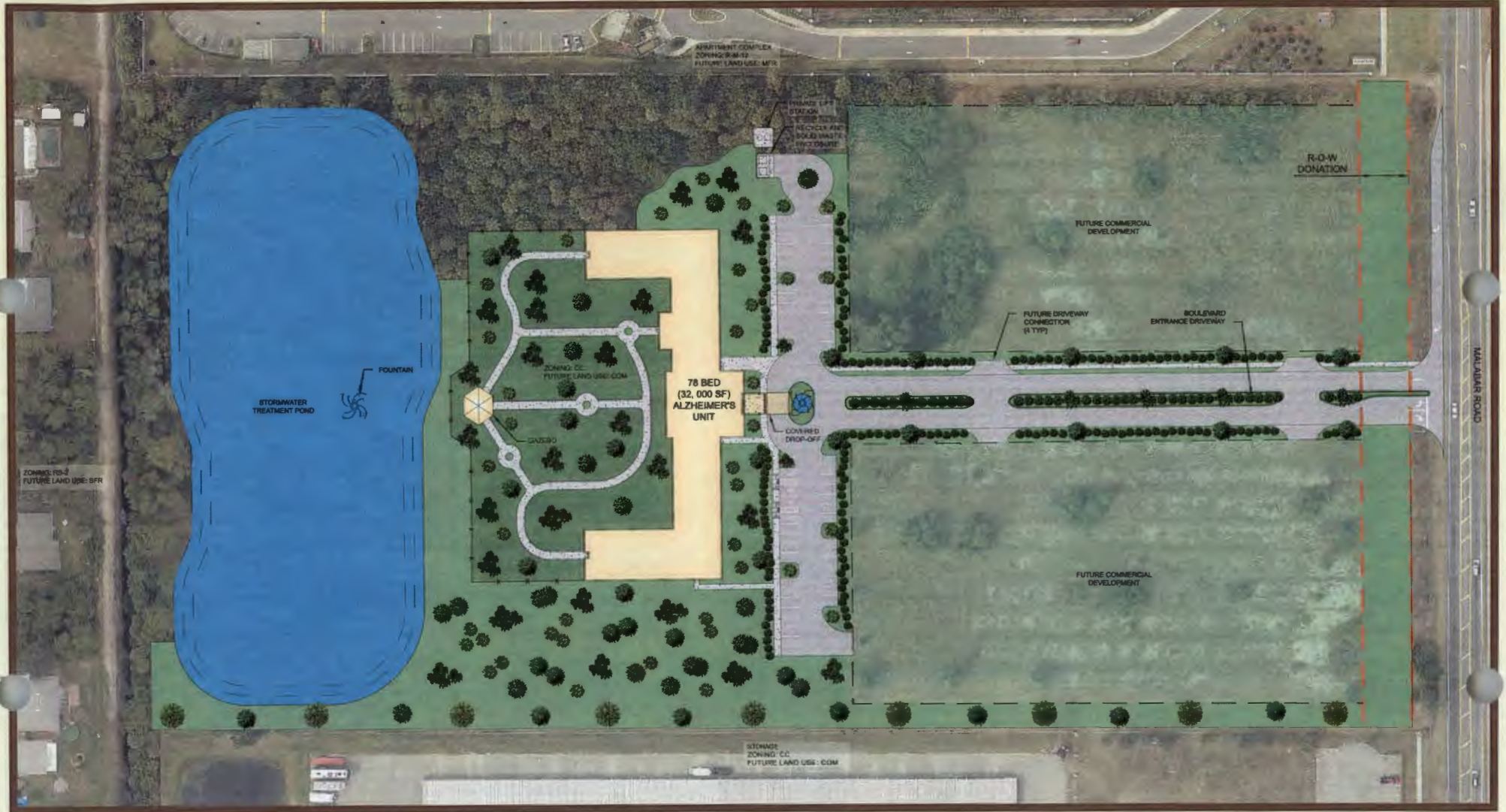
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Map created by the Land Development Division



CASE NO. CU-16-2013

PALM BAY MEMORY CARE CENTER



**CONSTRUCTION
ENGINEERING
GROUP**

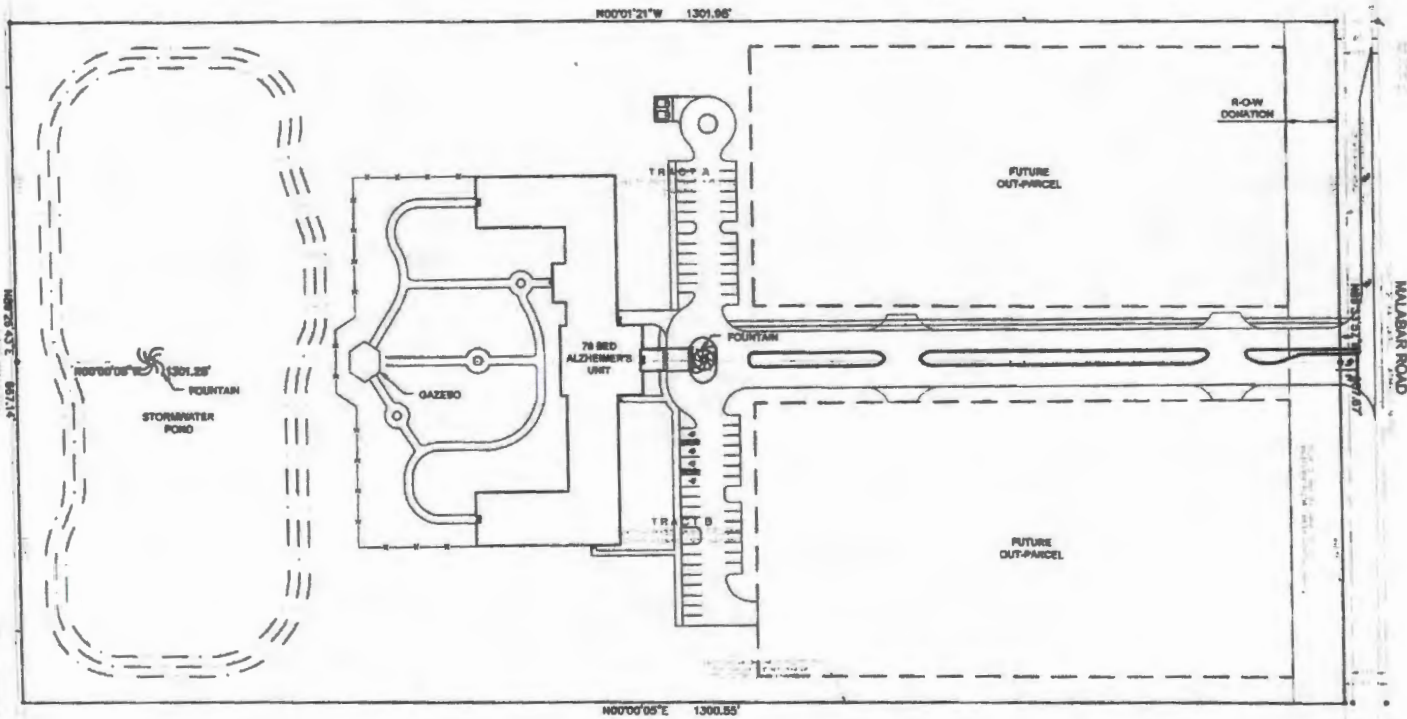
consulting engineers

2651 w eau galle Blvd, suite a
melbourne, fl 32935

tel. 321.253.1211
fax. 321.253.3123
www.ceengineering.com

license #KCO0827





CONCEPTUAL SITE PLAN - 'B'

PARKING CALCULATIONS:

HOSPITAL OR BUSINESS BUILDING ONE (1) SPACE PER EACH TWO (2) BEDS.
 COLLEGE BUILDINGS, PLUS ONE (1) SPACE FOR EACH TWO (2) EMPLOYEES AT SIMILAR EMPLOYMENT ON A SINGLE SHIFT.

78 BEDS
 15 EMPLOYEES AT VARIAN EMPLOYMENT ON A SINGLE SHIFT

78 BEDS / 2 BEDS = 39 SPACES
 15 EMPLOYEES / 3 EMPLOYEES = 5

TOTAL SPACES REQUIRED: 47 SPACES INCLUDING 3 SHADOW SPACES
 TOTAL SPACES PROVIDED: 58 SPACES INCLUDING 4 SHADOW SPACES

**CONSTRUCTION
 ENGINEERING
 GROUP**
planning engineers

CITY OF PALM BAY, FLORIDA
**PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING NO. 2013-13**

Held on Wednesday, December 4, 2013, 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.

Vice Chairman Nancy Domonousky called the meeting to order at approximately 7:00 p.m.

Ms. Domonousky led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRMAN:	Bob Williams	Absent (Excused)
VICE CHAIRMAN:	Nancy Domonousky	Present
MEMBER:	Samuel Artley	Present
MEMBER:	Mike Garrison	Absent
MEMBER:	Adam Hill	Present
MEMBER:	Conroy Jacobs	Present
MEMBER:	William Pezzillo	Present
MEMBER:	Marty Piatkowski	Present
MEMBER:	VACANT	
APPOINTEE:	Damian Wilson	Absent

The absence of Mr. Williams was excused.

CITY STAFF: Present were Mr. Patrick Murphy, Senior Planner; Mr. Robert Loring, Planner; Ms. Chandra Powell, Growth Management Recording Secretary; Mr. James Williams, Floodplain Administrator; and Mr. Nicholas Tsamoutales, City Attorney Emeritus.

ADOPTION OF MINUTES:

1. Regular Planning and Zoning Board/Local Planning Agency Meeting No. 2013-12. Motion by Mr. Pezzillo, seconded by Mr. Hill to approve the minutes as presented. The motion carried with members voting unanimously.

The floor was opened and closed for public comments; there were no comments from the audience and there were no letters in the file.

Motion by Mr. Hill, seconded by Mr. Pezzillo to submit Case V-24-2013 to City Council for approval of a variance to grant a proposed parking lot relief from the minimum 10-foot wide parking space requirement by a maximum of 1-foot and to allow the parking lot to encroach 8 feet into the 10-foot side interior setback in an LI, Light Industrial and Warehousing District as established in Sections 185.140(B)(2) and 185.045(F)(7)(b) of the Palm Bay Code of Ordinances. The motion carried with members voting as follows:

Ms. Domonousky	Aye
Mr. Artley	Aye
Mr. Hill	Aye
Mr. Jacobs	Aye
Mr. Pezzillo	Aye
Mr. Piatkowski	Nay

2. CU-16-2013 – SENIOR CARE LIVING I, INC. (CLIFF DAVIS)

Mr. Murphy presented the staff report for Case CU-16-2013. The applicant had requested a conditional use to allow a proposed planned commercial development called Palm Bay Memory Care Center in a CC, Community Commercial District. The board had to determine if the request, based upon the submitted material and presentation by the applicant, meets the general requirements of the Code of Ordinances as identified in the staff report.

Mr. Tsamoutales departed the meeting at this time.

Mr. Hill commented on there being no sign location or lighting plan submitted to staff. Mr. Murphy stated that the applicant and staff had discussed site design; however, details such as sign location and lighting would be captured during site plan review as the project would be required to meet sign and lighting criteria.

Ms. Domonousky inquired whether the board would have another opportunity to review the proposal. Mr. Murphy answered that both outparcels on the site would require conditional use submittals as each parcel exceeded three acres.

Mr. Pezzillo voiced his reservation for allowing Alzheimer residents to have access to the pond proposed with the gazebo. He said that fencing was normally used to keep Alzheimer residents away from dangerous situations like the pond would present.

Mr. Piatkowski wanted clarification on the right-in/right-out, left-turn proposal. Mr. Murphy noted that the applicant would be placing striped, no-access medians on Malabar Road SW to allow left turns into the main drive. There would be no left-turn movements permitted from the two outparcels.

Mr. Jake Wise with Construction Engineering Group, Inc. (representative for the applicant) showed the board a rendering of the proposed memory care center and stressed how the Alzheimer patients would be a priority to the facility. Facility staff and visiting family members would be encouraged to spend time with the residents at the pond and gazebo. The area would be completely fenced for safety, and the bands worn by the residents would monitor their positions. Residents would not be able to enter any portion of the facility that was not intended for them. He emphasized that security and quality of life were absolutely critical to the establishment as the residents would typically be at the end of their years. The single-story building would have multiple facades, enhanced landscaping, and aesthetic onsite lighting to promote a home-like atmosphere. He concluded that the low-impact facility would be a great transitional land use for the area.

Mr. Pezzillo was concerned that the sirens from ambulances traveling to and from the facility would be a disturbance to the surrounding residential neighborhood. Mr. Wise responded that in dealing with emergency services regarding similar care facilities, the emergency lights and sirens were typically turned off once the vehicles departed from the main roadways and into the neighborhoods. Mr. Cliff Davis (applicant) added that the residents of the facility were required to be ambulatory, and some medical staff would also be present at the facility. He did not believe ambulances at the property would be a constant occurrence.

Mr. Hill asked if the applicant was in agreement with all findings in the staff report. Mr. Wise confirmed his agreement with all staff findings. He said that the south 450-foot buffer, east and west 150-foot buffers, and the heavily wooded site were the main reasons the subject property was selected for the proposed Class A facility.

The floor was opened and closed for public comments; there were no comments from the audience and there were no letters in the file.

Motion by Mr. Piatkowski, seconded by Mr. Pezzillo to submit Case CU-16-2013 to City Council for approval of a conditional use to allow a proposed planned commercial development called Palm Bay Memory Care Center in a CC, Community Commercial District. The motion carried with members voting unanimously.

3. CU-17-2013 – ARCADIA GAMES, LLC (GIUSEPPE PUGLISI)

Ms. Domonousky announced that Case CU-17-2013 had been withdrawn by the applicant. No board action was required.

4. T-18-2013 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)

Mr. Murphy presented the staff report for Case T-18-2013. The applicant had requested a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 174: Floodplain and Stormwater Management, Parts 1, 2, and 3, Sections 174.01 through 174.049. Staff recommended Case T-18-2013 for approval.

Mr. Murphy stated that the proposed amendment would bring the City language in line with the Federal Emergency Management Agency (FEMA), and most of the requirements were already practiced by the City.

Mr. Pezzillo asked if the floodplain maps had been updated. Mr. Williams answered that to remain within the National Flood Improvement Program (NFIP) the City's ordinance had to be NFIP compliant on March 17, 2014. The proposed language would meet uniformity regulations established for a model state and national floodplain ordinance with variables in place for City specifications. The City floodplain maps were accepted by FEMA on September 17, 2013 and would go into effect on March 17, 2014. As a result, approximately 2,000 homes and about 5,000 residential lots would be moved into Zone X, which did not require flood insurance to obtain federally secured mortgages.

Mr. Pezzillo asked about the elevation of homes within the flood zones. Mr. Williams explained that the City required homes to be built at least one-foot above the maximum elevations required by FEMA.

Mr. Murphy noted that the City currently had a Community Standard Rating (CSR) of six that the proposed amendment would allow to continue. Mr. Williams added that the excellent CSR rating provided the citizens of Palm Bay with a 20-percent discount on flood insurance.

RESOLUTION NO. 2013-55

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING A CONDITIONAL USE FOR A PLANNED COMMERCIAL DEVELOPMENT IN CC (COMMUNITY COMMERCIAL DISTRICT) ZONING; WHICH PROPERTY IS LOCATED SOUTH OF AND ADJACENT TO MALABAR ROAD, IN THE VICINITY WEST OF MINTON ROAD, AND LEGALLY DESCRIBED HEREIN; GRANTING THE USE AS A CONDITIONAL USE; PROVIDING FOR DEVELOPMENT OF THE PROPERTY TO BE IN COMPLIANCE WITH THE SITE PLAN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, application for a conditional use in CC (Community Commercial District) zoning for a Planned Commercial Development on property legally described herein, has been made by Senior Care Living I, Inc., and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on March 4, 2013, which voted to recommend to the City Council approval of the application, and

WHEREAS, all provisions applicable to the conditional use under Chapter 185, Zoning, Conditional Uses, Sections 185.085 and 185.086, and District Regulations, Section 185.043, 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 conditional use will neither be injurious to the neighborhood 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 a conditional use for a Planned Commercial Development on property zoned CC (Community Commercial District), which property is legally described as follows:

Tract A (Tax Parcel No. 3):

The West ½ of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 1, Township 29 South, Range 36 East, Brevard County, Florida, except rights-of-way for public roads and rights-of-way for drainage canals and ditches for the Melbourne Tillman Drainage District; containing 9.79 acres, more or less;

and

Tract B (Tax Parcel No. 6):

The East ½ of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 1, township 29 South, Range 36 East, Brevard County, Florida, except rights-of-way for public roads and rights-of-way for drainage canals and ditches for the Melbourne Tillman Drainage District; containing 9.79 acres, more or less.

SECTION 2. The conditional use is granted subject to the applicant complying with the following:

- 1) Developing the property in accordance with the site plan which is, by reference, incorporated herein as Exhibit "A";
- 2) The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit "B".
- 3) 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 conditional use must be commenced within one (1) year from the effective date of this resolution. Commencement shall mean the issuance of the appropriate permit(s) which must remain active. Failure to commence within one (1) year of issuance of the first permit shall void the conditional use.

SECTION 4. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting No. 2013- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2013.

William Capote, MAYOR

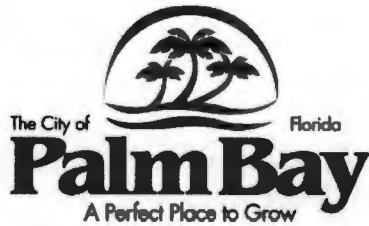
ATTEST:

Alice Passmore, CITY CLERK

Applicant: Senior Care Living I, Inc., Cliff Davis
Case No.: CU-16-2013

cc: Applicant
Case File
B/C Recording

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: David Watkins, Growth Management Director Digitally signed by David Watkins
DN: cn=David Watkins, o=City of Palm Bay, ou=Growth
Management, email=David@palm-bay.com, c=US
Date: 2013.12.19 16:19:01 -0500 David Watkins
Edyie McCall, Business Development Administrator Digitally signed by Edyie McCall
DN: cn=Edyie McCall, o=City of Palm Bay, ou=Business
Development, email=Edyie@palm-bay.com, c=US
Date: 2013.12.19 16:19:01 -0500 Edyie McCall

DATE: December 19, 2013

RE: Resolution: Palm Bay Memory Care Capital Trust Agency Bond Financing

The City Council is considering CU-16-2013 requested by Senior Care Living I, Inc., Cliff Davis, Manager. The developer is applying for private activity revenue bond financing through the Capital Trust Agency (the issuer). The City is not involved in the transaction other than to approve the issuance of the bonds by the issuer to finance costs of the project for purposes of Section 147(f) of the Internal Revenue Service Code.

The Resolution clearly stipulates that the City has no financial obligation or liability.

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to adopt the Resolution.

SH/tjl

- Attachments: 1) Private Activity Bond Summary
2) 12/5/13 Public Hearing
3) TEFRA Hearing Procedures
4) Report of Hearing Officer
5) Resolution

SUMMARY OF THE FLORIDA PRIVATE ACTIVITY BOND ALLOCATION ACT
Chapter 159, Part VI, Florida Statutes

(Administered by the Division of Bond Finance of the State Board of Administration)

January 1 - The federally imposed State volume limitation is \$95.00* per capita for each calendar year for those Private Activity Bonds which require an allocation (see Exhibit A).

If tax-exempt Private Activity Bonds for manufacturing facilities are allowed under the Internal Revenue Code on January 1, the first \$97.5 million (for calendar 2013) of the State volume limitation is allocated to the Manufacturing Facility Bond Pool for use statewide by manufacturing projects. The first 75% of this pool is available on a first-come, first-served basis. The Governor's Office of Tourism, Trade and Economic Development and the Department of Community Affairs will decide which allocation requests will receive allocation from the remaining 25% of the pool. Fifteen percent of the Manufacturing Facility Bond Pool is reserved until July 1 for use by certain small counties as described in Section 159.8081(2)(b), Florida Statutes.

50% of the remaining State volume limitation is divided among 17 geographical Regional Pools (10 multi-county, 7 single county) on a per capita basis and is available on a first-come, first-served basis to any agency within each region that issues Private Activity Bonds.

25% of the remaining State volume limitation is allocated to the Florida Housing Finance Corporation (FHFC) to be used by it or its assigns for multi-family and single family housing bonds.

20% of the remaining State volume limitation is allocated to the Florida First Business Allocation Pool to provide written confirmation for private activity bonds to finance Florida First Business projects certified by the Governor's Office of Tourism, Trade and Economic Development as eligible to receive a written confirmation (application for allocation from this pool will not be considered without such a certification). Projects which meet the criteria set forth in Section 288.106(3)(b), Florida Statutes, for qualified target industry businesses or which provide substantial economic benefit to the State may be certified by the Governor's Office of Tourism, Trade and Economic Development as Florida First Business projects.

5% of the remaining State volume limitation is held in the State Pool until May 1, during which time applications are accepted for funding "Priority Projects" (solid waste disposal and sewage facilities, certain water facilities, and projects located within an enterprise zone). Priority projects don't have access to the regional pools if there is allocation remaining in the state pool or the Florida First Business pool. The State Pool is also available at any time for (1) Private Activity Bonds issued by State agencies (except the FHFC, until it and/or its assigns, if any, have issued bonds utilizing its initial 25% apportionment) and (2) bonds requiring an allocation pursuant to Section 146(m) of the Internal Revenue Code (for the "non-governmental" portion of otherwise "governmental" bonds).

May 1 - Priority Project applications requesting an allocation from the State Pool are due. The applications are reviewed by the Division of Bond Finance and:

(A) all requests are granted an allocation, assuming the aggregate amount applied for is equal to or less than the amount of volume limitation available in the State Pool; or

(B) all requests are sent to the Governor's Office for a decision as to which projects are granted an allocation, assuming the aggregate amount of volume cap requested is greater than the amount available in the State Pool.

June 1 - The Governor's Office notifies the Division of Bond Finance which projects are to receive an allocation of volume cap from the State Pool. Any allocation remaining in the State Pool is transferred to the Florida First Business Allocation Pool.

July 1 - The Regional Pools are dissolved. Any unallocated volume cap from the regional pools is transferred to the Florida First Business Allocation Pool and becomes available to grant allocations of volume cap to Florida First Business projects. Any amounts remaining in the FHFC Pool for which an issuance report or notice of intent to issue bonds has not been received also revert to the Florida First Business Allocation Pool.

* Periodically indexed for inflation.

- July 2 and thereafter - Volume cap which originally came from any Regional Pool or from the FHFC Pool which expires or is relinquished by the agency to which it was granted reverts to the State Pool.
- October 1 - Any carryforward eligible (under the Code) project with Florida First Business allocation which has not issued bonds will lose its allocation unless it has been certified as being eligible for carryforward by the Governor's Office of Tourism, Trade and Economic Development.
- November 16 - Any unallocated or unused volume cap remaining in the Manufacturing Facility Bond Pool and the Florida First Business Allocation Pool reverts to the State Pool and becomes available to grant allocations of volume cap on a statewide, first-come, first-served basis.
- December 29 - All unused (i.e. bonds not issued using volume cap) allocation reverts to the State Pool and is reallocated on a first-come, first-served basis to "carryforward" projects as defined by the Internal Revenue Code (mass commuting facilities, facilities for the furnishing of water, sewerage facilities, solid waste disposal facilities, multi-family housing projects, local electric or gas generating facilities, local district heating or cooling facilities, hazardous waste facilities, high speed rail facilities, single family housing bonds, student loan bonds and redevelopment bonds). Under federal law, this allocation may then be used to issue bonds anytime during the next three years.
- December 31 - Under federal law, all State volume cap which has not been used to either issue bonds or fund carryforward requests lapses. Agencies on the waiting list that did not receive an allocation must re-apply for an allocation after the beginning of the new year.

NOTES

1. The first-come, first-served system is based on a twenty-four hour period from noon on one business day to noon the next business day. All applications received by the Division of Bond Finance during each period are considered together; if there is not enough allocation available from the appropriate pool(s) to fund all requests, a random drawing is held to determine who gets the allocation that is available. Unfilled applications are placed on a waiting list in case allocation becomes available at a later date. If, on any day, applications for allocation from the Florida First Business Allocation Pool are received in an amount greater than that which is available, the Division of Bond Finance will forward such applications to the Governor's Office of Tourism, Trade and Economic Development which will decide in what order the applications are processed. When no volume limitation is available from the Florida First Business Allocation Pool, allocations will also be granted to Florida First Business projects from the respective regional pools or the State Pool, if available.
2. Applications are not accepted by the Division of Bond Finance unless the "TEFRA" approval required by section 147(f) of the Internal Revenue Code has been obtained for the project (there is a space for the inclusion of the date of such approval on the application form). The application fee is \$100.00.
3. Bonds must generally be issued within 155 days from the date an allocation is granted, except for bonds for Priority Projects and for projects of \$50 million or more, which must be issued by December 29. Bonds utilizing volume cap from the Manufacturing Facility Bond Pool must be issued within 90 days of the date the allocation was issued or November 15, whichever is earlier. Allocations granted from the Florida First Business Allocation Pool are not subject to the 155 day issuance requirement but bonds must be issued at any time up to and including November 15 unless a carryforward has been granted for the allocation. Florida First Business projects must be certified by OTTED as eligible to receive carryforward before the Division can grant carryforward allocation. Florida First Business projects which are carryforward eligible under the Code will lose their allocation on October 1 unless they have been certified by OTTED as eligible to receive carryforward.
4. Bonds must be issued in an amount of at least 90% of the allocation granted.
5. Each notice of intent to issue a private activity bond filed with the Division must be accompanied by an opinion or statement of counsel that the project to be financed may be financed with private activity bonds and that allocation is required to issue such bonds.
6. The Manufacturing Facility Bond Pool will be increased by \$7.5 million on each January 1 if 75% of the preceding year's allocation was used to issue bonds by November 15 of that year. If manufacturing facilities no longer require or are eligible for an allocation under federal law, the allocation of the State volume limitation which would have gone to the Manufacturing Facility Bond Pool will be divided among the other pools based on their respective percentages of the total State volume limitation.

PRIVATE ACTIVITY BONDS PERMISSIBLE UNDER THE INTERNAL REVENUE CODE⁽¹⁾
 (Requires allocation under Section 146 of the Code from the Division of Bond Finance unless otherwise noted)

1. Airports⁽²⁾
2. Docks and wharves⁽²⁾
3. Mass commuting facilities
4. Facilities for the furnishing of water
5. Sewage facilities
6. Solid waste disposal facilities
7. Multi-family housing projects
8. Local electric or gas generating facilities
9. Local district heating or cooling facilities
10. Hazardous waste facilities
11. Intercity high speed rail facilities⁽³⁾
12. Environmental enhancements of hydroelectric generating facilities⁽²⁾
13. Public educational facilities⁽⁴⁾
14. Green building and sustainable design projects⁽⁵⁾
15. Highway or surface freight transfer facilities⁽⁶⁾
16. Single family housing bonds
17. Veteran's mortgage bonds⁽²⁾
18. Small issue (i.e. manufacturing) bonds
19. Student loan bonds
20. Redevelopment bonds
21. 501(c)(3) bonds⁽²⁾

NOTES:

- (1) Due to periodic changes to the Internal Revenue Code, issuers should consult their bond counsel for a determination of the eligibility of a project for an allocation of volume limitation.
- (2) Does not require any allocation of volume cap.
- (3) Requires an allocation of volume cap in the amount of 25% of the project cost.
- (4) Separate volume cap and allocation procedures administered by the Florida Department of Education.
- (5) Separate volume cap and allocation procedures administered by the federal Secretary of the Treasury.
- (6) Separate volume cap and allocation procedures administered by the federal Secretary of Transportation.

In the Matter Of:
PALM BAY MEMORY CARE

PUBLIC HEARING

December 05, 2013



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PALM BAY MEMORY CARE

PUBLIC HEARING

DECEMBER 5, 2013

6:45 P.M.

HOLIDAY INN EXPRESS AND SUITES

1206 MALABAR ROAD SE

PALM BAY, FLORIDA 32909

REPORTED BY: HOLLY A. SCHMID
Stenograph Shorthand Reporter

1 A P P E A R A N C E S:

2 MR. ED GRAY, III
3 Capital Trust Agency
4 Executive Director
5 315 Fairpoint Drive
6 Gulf Breeze, Florida 32561

7 MR. ALEX BELL
8 Capital Trust Agency
9 315 Fairpoint Drive
10 Gulf Breeze, Florida 32561

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I N D E X

WITNESSES

ALL WITNESSES:

PAGE:

NO WITNESSES

EXHIBITS

IDENTIFICATION

PAGE:

NO EXHIBITS MARKED

****TEFRA Hearing Procedures attached.

CERTIFICATE OF REPORTER

5

1 P R O C E E D I N G S

2 MR. GRAY: My name is Ed Gray. I'm the
3 executive director of the Capital Trust Agency. We are
4 conducting this hearing today for purposes of any comments
5 related to a proposed financing of a senior care living
6 facility in the Palm Bay community.

7 The proposed address is 380 Malabar Road,
8 Southeast, in Palm Bay. This was noticed for hearing today
9 in the November 21 edition of the Florida Today. In that
10 publication, or in that notice, it was noted that, if
11 anyone wanted to send written comments about the project,
12 they could do so to our office.

13 As of today, we have received no comments.
14 I'm going to ask you to include in the transcript this text
15 that describes the project and a little bit about the bonds
16 to be issued. Also, is the affidavit of publication, and I
17 will go ahead and sign my report of hearing officer. All
18 that is to be a part of the record.

19 Seeing that no one is here from the public,
20 we are going to deem the public hearing closed, and we are
21 done.

22 Please expedite the transcript for tomorrow
23 morning, attention to Patrice DeWees. Thank you.

24 (At which point, the hearing was concluded at
25 6:50 p.m.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA
COUNTY OF BREVARD

I, HOLLY A. SCHMID, Shorthand Reporter,
certify that I was authorized to and did stenographically
report the public hearing in the above-mentioned matter,
that a review of the transcript was not requested, and that
pages 1 through 4, inclusive, are a true and record of my
stenographic notes.

I further certify that I am not a relative,
employee, attorney, or counsel to any party, nor to the
attorneys of said action, nor in any way interested in the
outcome thereof.

Dated this 6th day of December, 2013.

Holly A. Schmid
Stenograph Shorthand Reporter

2	E	O	W
21 4:9	Ed 4:2	office 4:12	wanted 4:11
3	edition 4:9	officer 4:17	written 4:11
380 4:7	executive 4:3	P	
6	expedite 4:22	p.m. 4:25	
6:50 4:25	F	Palm 4:6,8	
A	facility 4:6	part 4:18	
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C	L	record 4:18	
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care 4:5	M	report 4:17	
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conducting 4:4	notice 4:10	sign 4:17	
D	noticed 4:8	Southeast 4:8	
deem 4:20	November 4:9	T	
describes 4:15		text 4:14	
Dewees 4:23		today 4:4,8,9,13	
director 4:3		tomorrow 4:22	
		transcript 4:14,22	
		Trust 4:3	

**TEFRA HEARING PROCEDURES
(SENIOR CARE LIVING 1, INC.-PALM BAY)**

(1) Could you please describe the facility to be financed with the Bonds?

The Bonds are being issued for the purpose, among other things, of financing the acquisition, construction, development, furnishing and equipping of a number of senior living facilities. A portion of such Bonds are being issued to finance a 58-unit senior living facility comprised of approximately 20 semi-private and 38 private memory care support units for the elderly intended to be known as Palm Bay Memory Care, to be located at 380 Malabar Road SE, Palm Bay, Brevard County, Florida 32907 (the "Senior Living Facility").

The Senior Living Facility will be owned by Senior Care Living 1, Inc., a Florida corporation, hereinafter referred to as the Borrower, whose principal place of business is 8380 Bay Pines Boulevard, Third Floor, St. Petersburg, Florida 33709. The initial manager of the Senior Living Facility will be Validus Senior Living REIT Investment Management Company, LLC, a Florida limited liability company d/b/a Validus Senior Living.

2) How will the Bond proceeds be used?

A portion of the proceeds of the Bonds in an approximate amount of \$16,700,000 will be loaned to the Borrower for the purpose of, among other things, acquiring, constructing, developing, installing and equipping the Senior Living Facility.

3) What is the public purpose for the Bond Issue?

The public purpose for this bond issue is to serve the senior living community, provide safe, decent and accessible living facilities for the elderly, provide employment in the community where the Senior Living Facilities will be located and promote and advance the economic prosperity, living conditions and the general welfare of the State of Florida and its people.

4) Will the Capital Trust Agency or the City be responsible for repaying the Bonds?

The Bonds will expressly state that none of the Capital Trust Agency, the City of Palm Bay, Brevard County, the City of Gulf Breeze, the State of Florida, or any other municipality, political subdivision, or public agency thereof or the State of Florida or any other municipality, political subdivision, or public agency thereof, is liable to pay the principal of or interest on the Bonds.

5) What is the maximum amount of tax-exempt Bonds that will be issued?

The maximum amount of tax-exempt Bonds to be issued to provide funds for a number of senior living facilities will be approximately \$50,000,000. The portion of such Bonds that will be issued to provide funds for the Senior Living Facility will be approximately \$16,700,000

The audience should be asked:

- 1) Are there any persons who wish to speak for or against the Bonds or the facility to be financed thereby?
- 2) Have any written communications been received (read into record).

Then conclude the public hearing.

**REPORT OF HEARING OFFICER
(SENIOR CARE 1, INC.-PALM BAY)**

This instrument shall constitute the official report of the undersigned designated official of the Capital Trust Agency (the "Agency"), a separate legal and administrative agency created and existing under Chapter 163, Part I, and Chapter 617, Florida Statutes, and established and empowered by the provisions of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, et seq., Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes and other applicable provisions of law, with respect to a public hearing scheduled and held by the Agency on December 5, 2013, in connection with the proposed issuance of the Agency's approximately \$50,000,000 revenue bonds (the "Bonds") on behalf of Senior Care Living 1, Inc., a Florida corporation, or one or more of its affiliates (as applicable, the "Borrower"), whose principal place of business is 8380 Bay Pines Boulevard, Third Floor, St. Petersburg, Florida 33709. The proceeds of the Bonds will be loaned to the Borrower for financing the cost of the acquisition, construction, development, furnishing and equipping of a number of senior living facilities and a portion of such Bonds in an approximate amount of \$16,700,000 will be loaned to the Borrower to provide funds for financing the cost of the acquisition, construction, development, furnishing and equipping of a 58-unit senior living facility comprised of approximately 20 semi-private and 38 private memory care support units for the elderly intended to be known as Palm Bay Memory Care, to be located at 380 Malabar Road SE, Palm Bay, Brevard County (the "County"), Florida 32907 (the "Senior Living Facility").

The public hearing was duly advertised in the *Florida Today*, a newspaper of general circulation in the jurisdiction of the County, on November 21, 2013. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "B" (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Senior Living Facility. Information about the proposed Bonds, the location of the Senior Living Facility, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input. It was noted that no written communication was received.

The undersigned then concluded the hearing. A written transcript of the hearing is attached hereto as Exhibit "C."

Respectfully submitted,

By: 
Ed Gray, III, Executive Director
Capital Trust Agency

**EXHIBIT "A" TO
REPORT OF HEARING OFFICER
(SENIOR CARE LIVING 1, INC.-PALM BAY)**

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of a 58-unit senior living facility comprised of approximately 20 semi-private and 38 private memory care support units for the elderly intended to be known as Palm Bay Memory Care, to be located at 380 Malabar Road SE, Palm Bay, Brevard County, Florida 32907, and expected to be owned by the Borrower and managed initially by Validus Senior Living REIT Investment Management Company, LLC, a Florida limited liability company d/b/a Validus Senior Living.

**EXHIBIT "B" TO
REPORT OF HEARING OFFICER
(SENIOR CARE LIVING 1, INC.-PALM BAY)**

PROOF OF PUBLICATION

[FOLLOWS]

Mailed to:

PATRICE T DE WEES
McGuireWoods LLP
BANK OF AMERICA TOWER
50 NORTH LAURA ST, SUITE 300
JACKSONVILLE FL 32202

A daily publication by:



AD#318876-11/21/2013

**NOTICE OF PUBLIC HEARING
BY CAPITAL TRUST AGENCY**

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that a public hearing will be held at 6:45 p.m. on Thursday, December 5, 2013, in the Executive Board Room of the Holiday Inn Express and Suites, 1205 Malabar Road SE, Palm Bay, Florida 32907. The purpose of the public hearing is to consider a plan of finance for the purpose, among other things, of providing funds to be loaned by the Capital Trust Agency (the "Agency") to Senior Care Living 1, Inc., a Florida corporation, or one or more of its affiliates (as applicable, the "Borrower"), in order to finance the cost of the acquisition, construction, development, furnishing and equipping of a 58-unit senior living facility comprised of approximately 20 semi-private and 38 private memory care support units for the elderly intended to be known as Palm Bay Memory Care, to be located at 380 Malabar Road SE, Palm Bay, Brevard County, Florida 32907 (the "Senior Living Facility").

The plan of finance contemplates that the Agency will issue not exceeding \$30,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series for a number of senior living facilities for the Borrower. A portion of the proceeds of such Bonds in an approximate amount of \$16,700,000 will be loaned to the Borrower to provide funds for the Senior Living Facility herein described. The Senior Living Facility will be owned by the Borrower. The initial manager of the Senior Living Facility will be Valdus Senior Living REIT Investment Management Company, LLC, a Florida limited liability company d/b/a Valdus Senior Living.

The purpose of the public hearing is to comply with the provisions of Section 147(f) of the Code.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrower, and the Agency will not be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds and interest thereon shall never pledge the taxing power of the City of Palm Bay (the "City"), the County of Brevard (the "County"), the State of Florida (the "State") or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory provision, or constitute the debt or indebtedness of the Agency, the City, the County, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition. The Agency has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the Capital Trust Agency, attention Executive Director at 315 Fairpoint Drive, Gulf Breeze, Florida 32561. All persons are advised that, if they decide to appeal any decision made with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

Following the hearing, a report concerning this public hearing will be submitted to the applicable elected representative responsible for approving the issuance of the Bonds. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PUBLIC HEARING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE EXECUTIVE DIRECTOR AT (850) 934-4046 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING, EXCLUDING SATURDAY AND SUNDAY.

STATE OF FLORIDA
COUNTY OF BREVARD

Before the undersigned authority personally appeared **BONNIE BERRY**, who on oath says that she is LEGAL ADVERTISING SPECIALIST of the FLORIDA TODAY, a newspaper published in Brevard County, Florida; that the attached copy of advertising being a

LEGAL NOTICE

Ad # (318876)	\$	371.15	the matter of:
Acct. # (6MC206)			
				McGuireWoods LLP
the		Court		NOTICE OF PUBLIC HEARING BY CAPITAL TRUST AGENCY
				DECEMBER 5, 2013

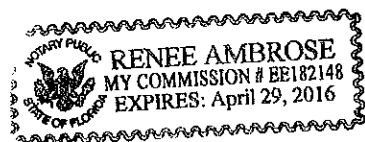
as published in the FLORIDA TODAY in the issue(s) of:

November 21, 2013

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida, and that the said newspaper has heretofore been continuously published in said Brevard County, Florida, regularly as stated above, and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

(Signature of Affiant)

Sworn to and subscribed before this:



21st day of November 2013

(Signature of Notary Public)

Renee Ambrose
(Name of Notary Typed, Printed or Stamped)

Personally Known or Produced Identification _____
Type Identification Produced: _____

**EXHIBIT "C" TO
REPORT OF HEARING OFFICER
(SENIOR CARE LIVING 1, INC.-PALM BAY)**

TRANSCRIPT OF PUBLIC HEARING

RESOLUTION NO. 2013-56

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING THE ISSUANCE BY THE CAPITAL TRUST AGENCY OF ITS REVENUE BONDS, FOR THE PURPOSE OF FINANCING A SENIOR LIVING FACILITY TO BE LOCATED IN THE CITY OF PALM BAY AND FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE; PROVIDING FOR OTHER RELATED MATTERS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Capital Trust Agency (the "Issuer") proposes to issue approximately \$16,700,000 of its revenue bonds (the "Bonds"), the proceeds of which will be loaned to Senior Care Living 1, Inc., a Florida corporation, or one or more of its affiliates (as applicable, the "Borrower"), for the purpose of financing the cost of the acquisition, construction, development, installation and equipping of a senior living facility to be known as Palm Bay Memory Care (the "Local Facility") to be located within the jurisdiction of the City of Palm Bay, Florida (the "City"); and

WHEREAS, the Issuer requests the required approval of the Bonds by the City as the applicable elected representative of the host jurisdiction in which the Local Facility is located, after notice (a copy of which is attached hereto as Exhibit "A" and incorporated by reference) and a public hearing for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Bonds and the Local Facility have been submitted for public hearing in a manner satisfactory to the City; and

WHEREAS, the Issuer has represented to the City that private activity bond volume allocation from the State of Florida (the "State") Division of Bond Finance is required in order to issue the proposed Bonds;

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

SECTION 1. Having considered any and all comments and concerns expressed at the public hearing, the City Council hereby approves the issuance of the Bonds by the Issuer to finance costs of the Local Facility for purposes of Section 147(f) of the Code. The Local Facility is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of, the City, including the provision of gainful employment, and advances the public health and general welfare of the City. The City is able to provide public services, including water and sewer utilities, for the Local Facility subject to any local requirements imposed through the Conditional Use process.

SECTION 2. The Issuer is hereby authorized to take all action necessary to apply for and obtain the allocation of private activity bond volume from the State, and to do all other things necessary to issue the Bonds for the Local Facility located in the City.

SECTION 3. The City shall have no obligation with respect to the Bonds, and the approval given herein shall not be deemed to create any obligation or liability, pecuniary or otherwise, of the City in any respect whatsoever. The general credit or taxing power of the City and the State or any political subdivision or public agency thereof shall not be pledged to the payment of the Bonds. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the City that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States.

SECTION 4. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Local Facility, (ii) a recommendation to any prospective purchaser of the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) an approval of any necessary zoning applications nor for any other regulatory permits relating to the Local Facility, and the City shall not be construed by reason of its adoption of this resolution to have made any such endorsement, finding or recommendation or to have waived any of the City's rights or estopping the City from asserting any rights or responsibilities it may have in that regard.

SECTION 5. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting No. 2013- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on December , 2013.

William Capote, MAYOR

ATTEST:

Alice Passmore, CITY CLERK

EXHIBIT "A"

**NOTICE OF PUBLIC HEARING
BY CAPITAL TRUST AGENCY**

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that a public hearing will be held at 6:45 p.m. on Thursday, December 5, 2013, in the Executive Board Room of the Holiday Inn Express and Suites, 1206 Malabar Road SE, Palm Bay, Florida 32907. The purpose of the public hearing is to consider a plan of finance for the purpose, among other things, of providing funds to be loaned by the Capital Trust Agency (the "Agency") to Senior Care Living 1, Inc., a Florida corporation, or one or more of its affiliates (as applicable, the "Borrower"), in order to finance the cost of the acquisition, construction, development, furnishing and equipping of a 58-unit senior living facility comprised of approximately 20 semi-private and 38 private memory care support units for the elderly intended to be known as Palm Bay Memory Care, to be located at 380 Malabar Road SE, Palm Bay, Brevard County, Florida 32907 (the "Senior Living Facility").

The plan of finance contemplates that the Agency will issue not exceeding \$50,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series for a number of senior living facilities for the Borrower. A portion of the proceeds of such Bonds in an approximate amount of \$16,700,000 will be loaned to the Borrower to provide funds for the Senior Living Facility herein described. The Senior Living Facility will be owned by the Borrower. The initial manager of the Senior Living Facility will be Validus Senior Living REIT Investment Management Company, LLC, a Florida limited liability company d/b/a Validus Senior Living.

The purpose of the public hearing is to comply with the provisions of Section 147(f) of the Code.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrower, and the Agency will not be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds and interest thereon shall never pledge the taxing power of the City of Palm Bay (the "City"), the County of Brevard (the "County"), the State of Florida (the "State") or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory provision, or constitute the debt or indebtedness of the Agency, the City, the County, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition.. The Agency has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to

City of Palm Bay, Florida
Resolution No. 2013-56

the Capital Trust Agency, attention Executive Director at 315 Fairpoint Drive, Gulf Breeze, Florida 32561. All persons are advised that, if they decide to appeal any decision made with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

Following the hearing, a report concerning this public hearing will be submitted to the applicable elected representative responsible for approving the issuance of the Bonds.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PUBLIC HEARING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE EXECUTIVE DIRECTOR AT (850) 934-4046 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING, EXCLUDING SATURDAY AND SUNDAY.

MEMO TO: Honorable Mayor and Members of City Council
FROM: Alice Passmore, City Clerk
DATE: December 19, 2013
SUBJECT: Variance Requests – WCP of Palm Bay LLC

WCP of Palm Bay LLC (Jake Wise) has submitted an application for the following variances:

- 1) allow a proposed parking lot relief from the 10-foot minimum parking width requirement by a maximum of one (1) foot; and
- 2) allow relief from the 10-foot side interior setback requirement by a maximum of eight (8) feet.

The property is located in the vicinity east of Lipscomb Street and south of Commerce Park Drive in LI (Light Industrial Warehousing District) zoning, and contains 1.90 acres, more or less.

Staff Findings:

The Planning and Zoning Board must determine, based on the facts presented, to what degree, if any, of minimal relief is required to meet the needs of the variances being requested as required under Section 169.009 of the City of Palm Bay Code of Ordinances, and make recommendations to City Council for a final action.

Planning and Zoning Board Recommendation:

Approval of the request, by a vote of 5 to 1.

The subject matter is scheduled for public hearing purposes at tonight's meeting. If you should have any questions, please advise.

tmj
Attachments

Case No. V-24-2013



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

VARIANCE APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, prior to 5:00 p.m. on the first day of the month to be processed for consideration by the Planning and Zoning Board the following month. The application will then be referred to 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.

1) NAME OF APPLICANT (Type or print) W C P of Palm Bay, LLC

ADDRESS 2155 Palm Bay Rd NE; Suite 9

CITY Palm Bay STATE FL ZIP 32905

PHONE # 321-725-1240 FAX # 321-724-9026

E-MAIL ADDRESS fesutton@woodlakevillage.com

2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION _____

Pt of S 1/2 of NW 1/4 Lying S of Rd R/W Des In ORB 2545 Pg 1021 Ex ORB 2656 Pg 816

Pt of S 1/2 of NW 1/4 As Desc In ORB 2976 Pg 2204 Ex ORB 5482 Pg 5323

SECTION 14 TOWNSHIP 28 RANGE 14

3) STREET ADDRESS OF PROPERTY COVERED BY APPLICATION: 2300 & 2350 Commerce Park Dr NE

4) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): +/- 1.9 acres

5) EXISTING ZONING CLASSIFICATION OF PROPERTY (ex.: RS-2, CC, etc.): LI

6) ARE THERE ANY STRUCTURES ON THE PROPERTY NOW?: YES NO

7) HAS A VARIANCE APPLICATION PREVIOUSLY BEEN FILED FOR THIS PROPERTY?:
 YES NO

IF SO, STATE THE NATURE OF THE PREVIOUS APPLICATION, WHETHER THE REQUEST WAS APPROVED OR DENIED, AND DATE OF ACTION: _____

8) DESCRIBE THE EXTENT OF THE VARIANCE REQUESTED AND THE INTENDED USE OF THE PROPERTY IF THE VARIANCE IS GRANTED (SPECIFY NUMBER OF INCHES/FEET ENCROACHING INTO SPECIFIC REQUIRED YARD SETBACK OR REQUIRED HEIGHT RESTRICTIONS): 1) 9-foot wide spaces and 2) side interior parking setback encroachment

9) CITE THE APPLICABLE SECTION(S) OF THE ZONING ORDINANCE AND ITS REQUIREMENT FROM WHICH VARIANCE IS REQUESTED (ex.: 185.034(f)(7)): 185.045 (F)(7)(b)

10) GIVE WRITTEN EXPLANATION(S) DEMONSTRATING HOW THE VARIANCE MEETS THE FOLLOWING CONDITIONS:

- (a) That special conditions and circumstances exist which are peculiar to the land, structures or buildings involved and which are not applicable to other lands, structures or buildings in the same land use category, zoning district, or situation.
- (b) That special conditions and circumstances referred to above do not result from the actions of the applicant.
- (c) That literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same land use category, zoning district, or situation under the terms of the development code, and would work unnecessary and undue hardship on the applicant.
- (d) That if granted, the variance is the minimum variance necessary to make possible the reasonable use of the land, building or structure.
- (e) That granting the variance requested will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same land use category, zoning district, or situation.
- (f) That granting the requested variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

See attached

11) EVIDENCE MUST BE PROVIDED TO CONSIDER VARIANCES BASED ON THE FOLLOWING CLAIMS:

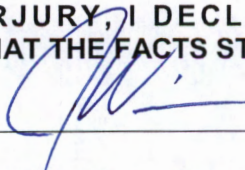
- BERT J. HARRIS PRIVATE PROPERTY RIGHTS PROTECTION ACT, Chapter 95-181, Laws of Florida.
Provide a copy of one of the following: Special master appointed in accordance with the act.
 Court order as described in the act.
- AMERICANS WITH DISABILITIES ACT. Cite the section of the act from which the variance request will provide relief: _____

12) THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:

- X *\$300.00 Application Fee. Make check payable to "City of Palm Bay."
- X A listing 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 can be obtained from the Brevard County Planning and Zoning Department at 633-2060, or on the Internet at www.brevardpropertyappraiser.com) List shall be legible and the source of that information stated here: Brevard County Property Appraiser
- X Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines.
- X A site plan drawn to scale which shows all property and yard dimensions, its structures (if any) and the variance desired, including abutting highway or road boundaries. Submit in electronic or PDF format.
- X A survey prepared by a registered surveyor showing all property lines and structures.
- X WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER FOR THE APPLICANT TO REQUEST THE VARIANCE.
- X IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

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

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

Signature of Applicant  Date 10-31-13

Printed Name of Applicant Jake Wise, PE- Construction Engineering Group

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

Woodlake West Parking Expansion Variance Justifications

- (a) There are special conditions and circumstances that exist at this site that support the following two requested variances:
- A variance for parking space width of 1 foot to allow for 9 foot wide parking spaces; and
 - A variance to allow only a ± 1.9 foot green space along the driveway at the west property line.

Please see the variance exhibit. The purpose of the project is to construct a new parking lot to support an existing building located to the east of the project site. The building previously had a long term tenant (DRS) that occupied the entire building but after they left a mix of smaller tenants is leasing the building. Due to the nature of DRS's business consisting of light manufacturing and assembly, their parking needs were less than other more typical industrial tenants that currently utilize the building. There is no additional space on the property owned by the applicant to expand parking so they are purchasing the only adjacent available land that is not across a roadway.

The new parcel under contract for the parking expansion is located immediately west of the existing building, a convenient location for employees. The parcel has an existing cellphone tower on the western portion of the site so the eastern is available for a new parking lot. In order to avoid interfering with other nearby facilities the only direct access to a parking lot on this parcel is along the west side of the existing building. This area is narrow so a 22-foot driveway is proposed but there's only space for a ± 1.9 foot green space between the driveways back of curb and west property line. The existing site to the west has almost 30 feet of green space consisting of a drainage swale and vegetation and it's unlikely that would be modified.

The existing building and surrounding site was previously approved for 9 foot wide parking spaces and the variance request would simply continue this for additional parking supporting the same facilities as previously approved.

One of the conditions faced at an existing site such as this one is that the building is already located and spatial relationships are already dictated unless expensive renovations are completed. These spatial constraints create a situation that makes it more difficult to reorient parking to allow for more spaces in the event that a new tenant requires additional parking. The original layout may have sufficed for previous tenants but the ability to meet the needs of future tenants and bring their jobs to an existing site can depend on how many parking spaces are provided.

Woodlake West Parking Expansion Variance Justifications

Another special condition at this site is the nature and frequency of the individuals that would be parking in the area. Due to the types of uses allowed in the light industrial zoning, the parking lots will see the same people daily. The vehicles will be often parked for an extended period of time, in many cases all day without moving. This familiarity by the individuals parking in the lots combined with the low frequency of cars in and out of spaces is ideal for narrower parking spaces.

Approval of the described variances could foster the needed growth potential in advance, for the opportunities the owners and City of Palm Bay have been pursuing such as new professional job opportunities. Our client, like the City of Palm Bay, is interested in a proactive approach to creating a standing above comparison for endeavors in the City of Palm Bay, in hopes to help create a perfect place to grow.

- (b) Literal interpretation of the provisions of the zoning ordinance will deprive us of rights that will be commonly enjoyed by other properties in the same zoning district and would also work unnecessary and undue hardship by limiting the potential for job growth at this facility by reducing available parking for tenants of the existing building. In addition, the reduced green space is needed to access the parking lot expansion without interfering with other properties.
- (c) The special conditions and circumstances referred to in subparagraph (a) above do not result from our actions since the site was previously developed therefore creating existing constraints on spatial relationships of parking and buildings. These special conditions were acceptable to a previously long term tenant, but are not adequate for existing new and potential future tenants.
- (d) Granting of the variance will not confer any special privilege to this site, as other properties in the area are encouraged to provide private parking areas to meet their needs. The 9-foot wide spaces were previously approved on the adjacent property.

October 31, 2013

City of Palm Bay
Land Development Division
120 Malabar Road
Palm Bay, FL 32907

Re: Letter of Authorization

As the owner of the property (W C P of Palm Bay, LLC) located at 2350 Commerce Park Drive, NE; Palm Bay, FL 32905, I hereby authorize Jake Wise, PE (CEG) to represent my variance application for said property.

Fred E. Sutton
(Signature)

Fred E. Sutton, Managing Partner
Print Name and Title

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this October 31, 2013, 2013 by Fred Sutton, who is personally known by me or who has produced _____ as identification.

(SEAL)

Kathy Bates Brown
Notary Public

Serial No _____

My commission expires _____



October 31st, 2013

City of Palm Bay
Land Development Division
120 Malabar Road
Palm Bay, FL 32907

Re: Letter of Authorization

As the owner of the property (Whispering Waters NW, LTD) located at 2300 Commerce Park Drive, NE; Palm Bay, FL 32905, I hereby authorize Jake Wise, PE (CEG) to represent my property for a application of said property.

Elliott Godel
(Signature)

Elliott Godel
President of Harland Associates, Inc, who is
General Partner of Whispering Waters NW, Ltd
Print Name and Title

Province STATE OF Quebec, Canada
City COUNTY OF Montreal

The foregoing instrument was acknowledged before me this 31st day of October, 2013 by Elliott Godel, who is personally known by me or who has produced _____ as identification.

(SEAL)

JOHANNE BAUDELET
Commissaire à l'Assermentation
J. Baudelet
Tous les districts judiciaires du ~~Quebec~~ Quebec Notary Public *Commissioner for Oaths*
104835

Serial No. _____

My commission expires 2015/06



DATE: December 4, 2013
CASE #: V-24-2013

CITY OF PALM BAY

**LAND DEVELOPMENT
DIVISION
STAFF REPORT**

APPLICATION

- PROPOSAL:** A request to allow a proposed parking lot relief from the 10' minimum parking width requirement by a maximum of 1'. A request to allow relief from the 10' side interior setback requirement by a maximum of 8' as provided for in Section 185.140 of the Code of Ordinances in the LI, Light Industrial and Warehousing zoning district.
- LOCATION:** Tax Parcel #257, and a portion of tax parcel #253 in the vicinity of Commerce Park Drive NE & Lipscomb Street NE
- APPLICANT:** WCP of Palm Bay LLC (Mr. Jake Wise P.E. representing)

SITE DATA

- PRESENT ZONING:** LI, Light Industrial and Warehousing Zoning District
- ACREAGE:** 1.90 Acres +/-
- DENSITY:** N/A
- ADJACENT ZONING & LAND USE:**
N -- LI, Light Industrial & Warehousing District- AAR offices & distribution
E -- LI, Light Industrial & Warehousing District- Office Building
S -- RM-10, Single, Two, Multiple-Family Residential District - vacant
W -- C-1, Low Intensity Commercial District- City of Melbourne
- WATER & SEWER:** City Water & Sewer
- TRAFFIC COUNTS:** not available
- FLOOD ZONE:** Zone "X" --area outside the 500 year flood zone
- COMPLIANCE WITH THE COMPREHENSIVE PLAN:** Not specifically addressed

BACKGROUND:

1. The site is located in the vicinity of Commerce Park Drive NE & Lipscomb Street NE (Specifically, Tax Parcel #257, and a portion of Tax Parcel #253). The property contains 1.90 acres, more or less.
2. The property is zoned LI, Light Industrial & Warehousing. Surrounding zoning includes LI zoning to the north and east, RM-10 zoning to the South, and commercial zoning to the west in the City of Melbourne.
3. The applicant is seeking a variance allow a proposed parking lot relief from the 10' minimum parking width requirement by a maximum of 1' and a request to allow relief from the 10' side interior setback requirement by a maximum of 8' as provided for in Section 185.140 of the Code of Ordinances in the LI, Light Industrial & Warehousing zoning district.

ANALYSIS:

1. Variances from the terms of the Land Development Code may be granted when special conditions exist that would result in unnecessary hardship if the provisions of the land development code were enforced. However, a variance may not be granted when the public health and safety would be compromised as a result of the variance. An application must demonstrate that items 1 through 7 of Section 169.009 of the Code of Ordinances have been met. A review of these items is as follows:

Item 1 - "Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, buildings or structures in the same land use category, zoning district or situation."

The site where the new parking lot is proposed is currently vacant. There exists developed property to the north and east of the proposed parking lot. The applicant had received some parking lot width relief for the building to the east in the past. The applicant is seeking a variance to allow for a 9'-0" parking width for a proposed parking lot to allow for overflow parking for the adjacent building to the east. The reduction in parking space width in the proposed parking lot would allow for approximately 6 additional parking spaces total. With regard to the side interior setback relief request for the proposed driveway, it appears that some setback relief is necessary to accommodate a 2-lane driveway for the proposed parking lot. Staff can find no special circumstance to the land or building related to the parking lot width reduction, but circumstances do exist with regard to the side interior setback relief for the proposed parking lot for the Board to consider.

Item 2 - "The special conditions and circumstances identified in Item 1 above are not the result of the actions of the applicant".

Some of the special circumstances alluded to in item 1 do appear to be from the actions of the applicant. There exists ample room to design overflow parking areas that meet the minimum width requirements as outlined in the Land Development Code. It does not appear that a reduction of the minimum width requirement in order to create an additional 6 parking spaces would create an undue hardship on the applicant. The driveway width however would require some relief to allow for efficient and safe ingress/egress into the proposed parking lot. The Board shall need to decide to what lengths are required, if any, to offer relief to the applicant from the Land Development Regulations.

Item 3 – “Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same land use category, zoning district or situation under the terms of the land development code, and would work unnecessary and undue hardship on the applicant.”

Under literal interpretation and enforcement of the Land Development Regulations, the applicant would be required to develop the parking lot that meets the minimum 10’ width requirement and 10’ side interior setback requirement for the driveway. The Board needs to consider if such an enforcement of the Land Development Regulations create a hardship to the applicant.

Item 4 – “The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.”

The Planning and Zoning Board and City Council must decide to what lengths, if any, constitute the minimum variance necessary with regard to the request. It appears at minimum, the applicant would require 1’-0” of relief from the 10’ minimum width requirement, and 8.0’ of relief for the side interior setback requirement for the proposed driveway.

Item 5 – “Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same land use category, zoning district, or situation.”

Based on the circumstances that exist, granting the variance as requested would confer a special privilege that is denied to other lands, building or structures in the same district by allowing the proposed parking lot relief from the Land Development Code. The Board shall need to make a determination if any special privilege exists that is not afforded to other lands, buildings or structures in the same land use category, zoning district, or situation, as alluded to in the application. If the Board does wish to grant the variance, items they may wish to consider would be a provision that mandates additional landscaping along all sides of the proposed parking lot, and a provision that that should the proposed parking lot ever be removed or destroyed, that the variance shall cease.

Item 6 – “The Granting of the variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.”

The Board shall need to determine if the application meets the criteria for the general intent of the code based on the testimony of the applicant, and the facts presented within this Staff report. It should be noted that the intent of the parking code is to provide standards for ease of access and safety with regard to parking of vehicles and interior traffic movement to and from any given site.

Item 7 – “The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has reasonably burdened the applicant’s property, based on the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act.

Staff has not received a claim made upon this property, with respect to the “Bert J. Harris Act,” or any development order, as indicated above. Therefore, Item 7 is not applicable to the variance request.

STAFF FINDINGS:

The Planning and Zoning Board must determine, based on the facts presented, to what degree, if any, of minimal relief is required to meet the needs of the variance being requested as required under Section 169.009 of the City of Palm Bay, Code of Ordinances and make recommendations to City Council for a final action. Under 59.05(A)(14) City of Palm Bay Code of Ordinances, “The quasi-judicial body shall direct the clerk or [city] attorney acting as the body’s legal counsel to prepare the necessary and appropriate written order in accordance with the purpose of the hearing and findings of the quasi-judicial body. Pursuant to Florida Statutes, in the event relief is denied to the applicant, the specific provision of statute or code that was deficient shall be stated for record.”



SITE LOCATION

Map for illustrative purposes only. Not to be construed as binding or as a survey.
 Map created by the Land Development Division



CASE NO. V-24-2013



COMMERCE PARK DRIVE

LIPSCOMB STREET



Map for illustrative purposes only. Not to be construed as binding or as a survey.

Map created by the Land Development Division



CASE NO. V-24-2013

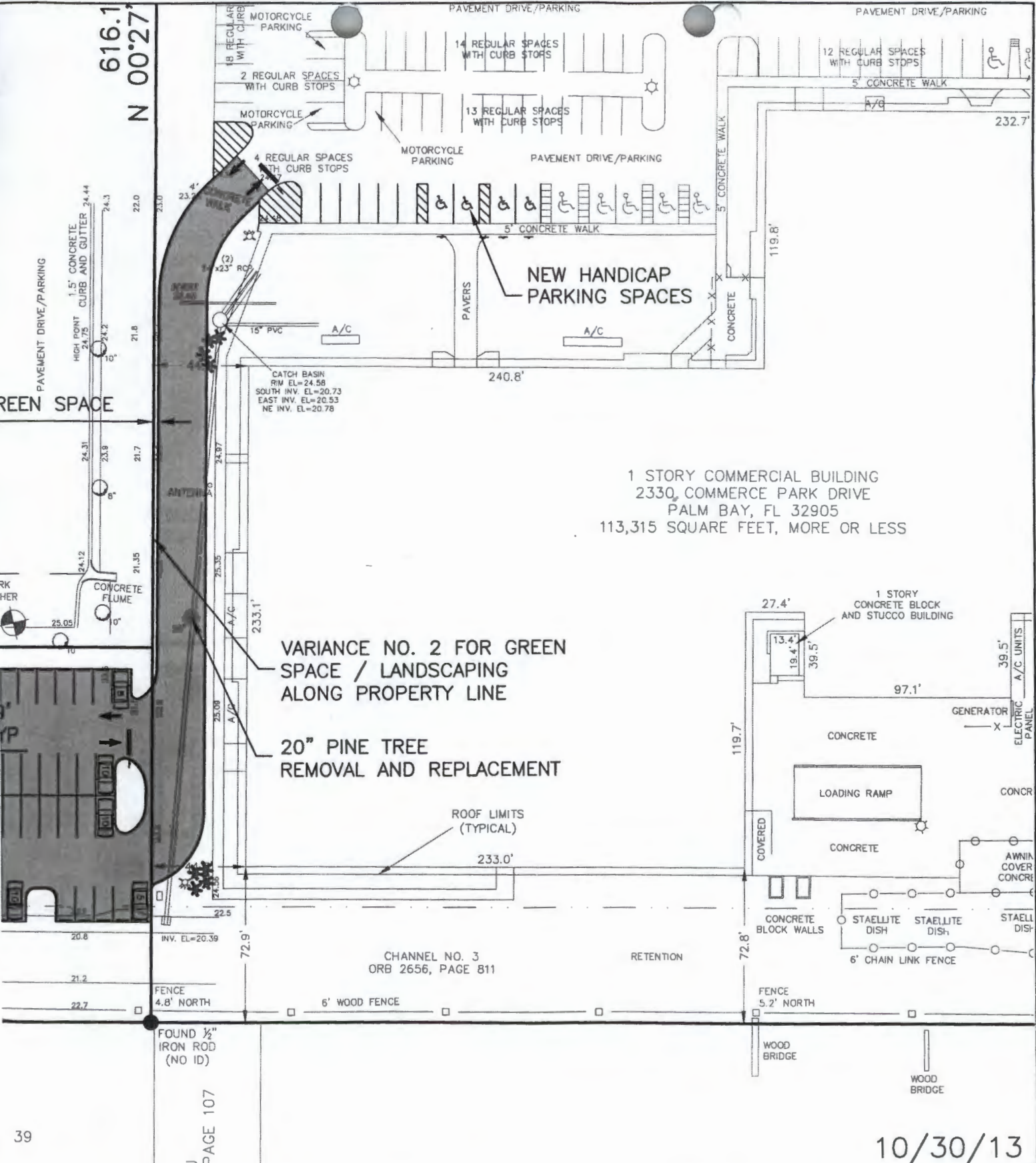
CASE V-24-2013 Aerial View



North 

Pictometry® Imagery provided by the Brevard County Property Appraiser 11/4/2013. Image Date: 2/9/2012

616.1
N 00°27'



1 STORY COMMERCIAL BUILDING
 2330, COMMERCE PARK DRIVE
 PALM BAY, FL 32905
 113,315 SQUARE FEET, MORE OR LESS

VARIANCE NO. 2 FOR GREEN
 SPACE / LANDSCAPING
 ALONG PROPERTY LINE

20" PINE TREE
 REMOVAL AND REPLACEMENT

ROOF LIMITS
 (TYPICAL)

CHANNEL NO. 3
 ORB 2656, PAGE 811

10/30/13

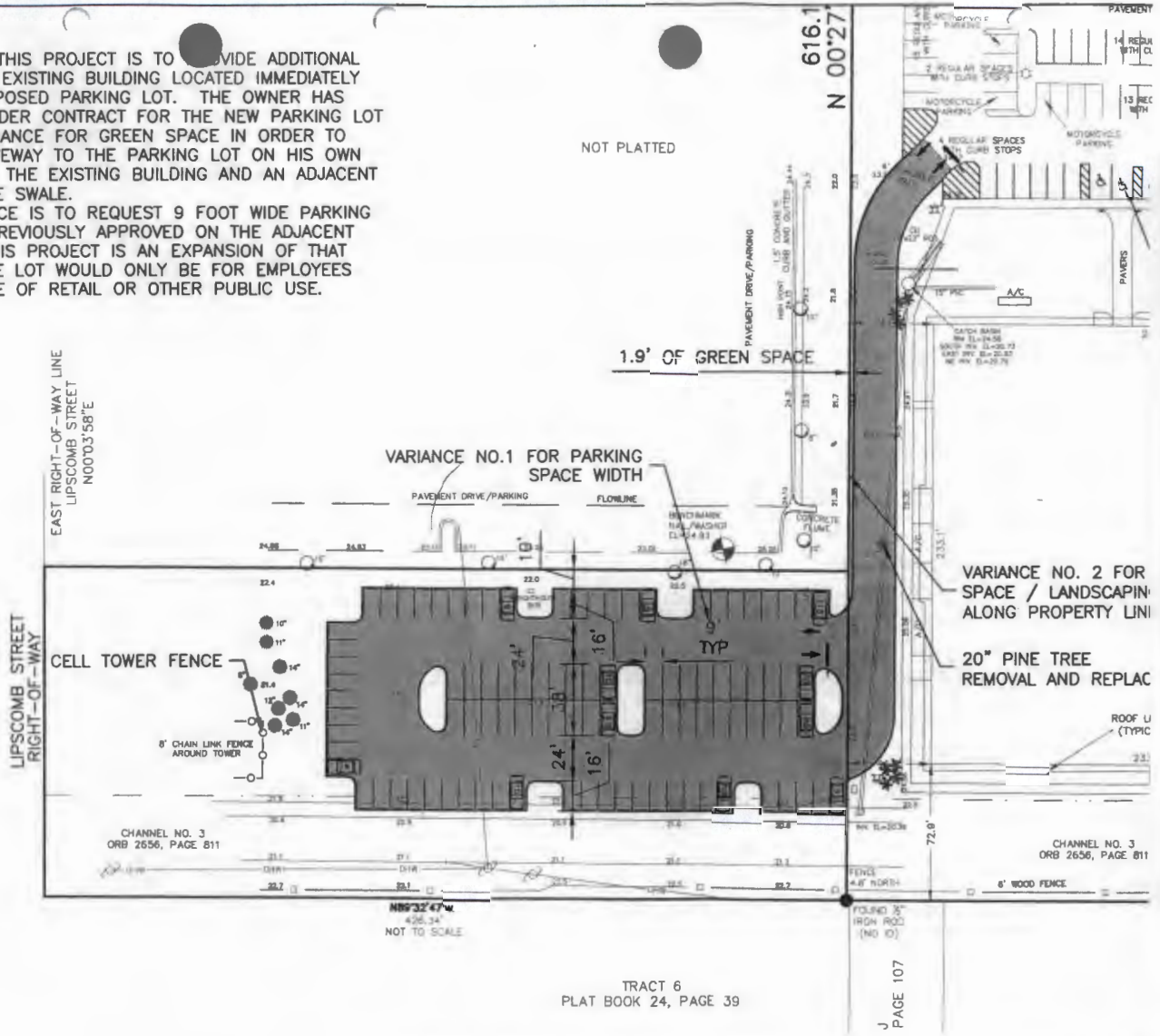
PARKING LOT ADDITION



**CONSTRUCTION
 ENGINEERING
 GROUP**
consulting engineers

NOTES:

1. THE PURPOSE OF THIS PROJECT IS TO PROVIDE ADDITIONAL PARKING FOR THE EXISTING BUILDING LOCATED IMMEDIATELY EAST OF THE PROPOSED PARKING LOT. THE OWNER HAS THE PROPERTY UNDER CONTRACT FOR THE NEW PARKING LOT AND NEEDS A VARIANCE FOR GREEN SPACE IN ORDER TO CONSTRUCT A DRIVEWAY TO THE PARKING LOT ON HIS OWN PROPERTY DUE TO THE EXISTING BUILDING AND AN ADJACENT OFF-SITE DRAINAGE SWALE.
2. THE OTHER VARIANCE IS TO REQUEST 9 FOOT WIDE PARKING SPACES AS WAS PREVIOUSLY APPROVED ON THE ADJACENT PROPERTY THAT THIS PROJECT IS AN EXPANSION OF THAT PARKING LOT. THE LOT WOULD ONLY BE FOR EMPLOYEES AND NOT ANY TYPE OF RETAIL OR OTHER PUBLIC USE.



TRACT 6
PLAT BOOK 24, PAGE 39

J PAGE 107

WOODLAKE WEST PARKING LOT ADDITION

1"=60'



CITY OF PALM BAY, FLORIDA

**PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING NO. 2013-13**

Held on Wednesday, December 4, 2013, 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.

Vice Chairman Nancy Domonousky called the meeting to order at approximately 7:00 p.m.

Ms. Domonousky led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRMAN:	Bob Williams	Absent (Excused)
VICE CHAIRMAN:	Nancy Domonousky	Present
MEMBER:	Samuel Artley	Present
MEMBER:	Mike Garrison	Absent
MEMBER:	Adam Hill	Present
MEMBER:	Conroy Jacobs	Present
MEMBER:	William Pezzillo	Present
MEMBER:	Marty Piatkowski	Present
MEMBER:	VACANT	
APPOINTEE:	Damian Wilson	Absent

The absence of Mr. Williams was excused.

CITY STAFF: Present were Mr. Patrick Murphy, Senior Planner; Mr. Robert Loring, Planner; Ms. Chandra Powell, Growth Management Recording Secretary; Mr. James Williams, Floodplain Administrator; and Mr. Nicholas Tsamoutales, City Attorney Emeritus.

ADOPTION OF MINUTES:

1. Regular Planning and Zoning Board/Local Planning Agency Meeting No. 2013-12. Motion by Mr. Pezzillo, seconded by Mr. Hill to approve the minutes as presented. The motion carried with members voting unanimously.

ANNOUNCEMENTS:

1. Ms. Domonousky 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.

SCHOOL COORDINATION BUSINESS:

1. There was no School Coordination Business.

NEW BUSINESS:

1. V-24-2013 – W C P OF PALM BAY, LLC (JAKE WISE, P.E., REP.)

Mr. Loring presented the staff report for Case V-24-2013. The applicant had requested a variance to grant a proposed parking lot relief from the minimum 10-foot wide parking space requirement by a maximum of 1-foot and to allow the parking lot to encroach 8 feet into the 10-foot side interior setback in an LI, Light Industrial and Warehousing District as established in Sections 185.140(B)(2) and 185.045(F)(7)(b) of the Palm Bay Code of Ordinances. The board had to determine, based on the facts presented, the degree of minimal relief to meet the needs of the variance request as required by Section 169.009, Palm Bay Code of Ordinances.

Mr. Hill asked about lighting for the project. Mr. Jake Wise with Construction Engineering Group, Inc. (representative for the applicant) stated that shielded lighting directed downward was planned for the parking lot and a photometric drawing would ensure zero-foot candles at the property line. He commented that the adjacent wooded area and the fence along the south side of the property were a substantial buffer between the site and the Palm Bay Colony Mobile Home Park southeast of the property.

Ms. Domonousky wanted to know why the parking spaces were being reduced in size to add six spaces. Mr. Wise explained that the applicant owned the property to the east and was currently under contract to purchase the subject site to obtain additional parking for the multi-tenant, light-industrial use facility on the east property. The applicant had been unable to arrange shared parking and driveway access with the north condominium owners and there was no additional land to expand to the south. The variance would create the space needed to permit the east property tenants to access the proposed parking area, and even with reduced parking space widths, six additional parking spaces were needed to meet code.

Mr. Wise commented that the east property had received a variance to allow 9-foot wide parking spaces. The proposed request would allow the same parking space width at the subject site. Both sites would be utilized solely by employees, so there was no client traffic to consider. He emphasized how the applicant was attempting to fulfill building and parking demands of multiple tenants with mixed office and industrial-type uses. The applicant had also agreed to provide and maintain enhanced landscaping for the subject property. He said that the lack of room to expand on the east site was a unique situation that was not caused by the applicant but had occurred over time due to market conditions.

Mr. Piatkowski inquired why the parking area could not be expanded to the west near the cell tower on the site. Mr. Wise replied that there was a distance requirement that had to be kept between the parking area and cell tower. There was also a cluster of pine trees that would be impacted by shifting the parking area further west.

Mr. Hill asked if the applicant was in agreement with the staff report. Mr. Wise answered that he was in agreement with all staff report suggestions.

Mr. Jacobs wanted to know the total amount of parking spaces planned for the site and if the amount of spaces would meet the parking demands for the east property. Mr. Wise answered that there would be approximately 96 parking spaces on the site which should suffice for current and foreseeable needs.

Mr. Piatkowski wanted to know what was on the west side of the adjacent east building and whether a loading dock was within the vicinity. Mr. Wise replied that a sidewalk to access the subject property would be located on the west side of the building and the existing antenna would be removed. All deliveries would be to the east side of the structure where the loading dock was currently located.

Mr. Jacobs asked if other design options for the parking lot layout had been explored. Mr. Wise answered that the parking area had been designed and redesigned multiple times, and every orientation considered was to code with prior variances and two parking lot expansions.

Mr. Pezzillo was concerned about larger vehicles maneuvering in and out of the reduced-sized parking spaces. He noted that a large specimen tree would be removed to accommodate the driveway. Mr. Wise said that the requested 9-foot wide parking spaces would match the 9-foot wide spaces currently onsite. The smaller spaces had not been an issue for larger vehicles. He said that multiple hardwood trees would replace the 20-inch pine tree that had to be removed.

The floor was opened and closed for public comments; there were no comments from the audience and there were no letters in the file.

Motion by Mr. Hill, seconded by Mr. Pezzillo to submit Case V-24-2013 to City Council for approval of a variance to grant a proposed parking lot relief from the minimum 10-foot wide parking space requirement by a maximum of 1-foot and to allow the parking lot to encroach 8 feet into the 10-foot side interior setback in an LI, Light Industrial and Warehousing District as established in Sections 185.140(B)(2) and 185.045(F)(7)(b) of the Palm Bay Code of Ordinances. The motion carried with members voting as follows:

Ms. Domonousky	Aye
Mr. Artley	Aye
Mr. Hill	Aye
Mr. Jacobs	Aye
Mr. Pezzillo	Aye
Mr. Piatkowski	Nay

2. CU-16-2013 – SENIOR CARE LIVING I, INC. (CLIFF DAVIS)

Mr. Murphy presented the staff report for Case CU-16-2013. The applicant had requested a conditional use to allow a proposed planned commercial development called Palm Bay Memory Care Center in a CC, Community Commercial District. The board had to determine if the request, based upon the submitted material and presentation by the applicant, meets the general requirements of the Code of Ordinances as identified in the staff report.

Mr. Tsamoutales departed the meeting at this time.

Mr. Hill commented on there being no sign location or lighting plan submitted to staff. Mr. Murphy stated that the applicant and staff had discussed site design; however, details such as sign location and lighting would be captured during site plan review as the project would be required to meet sign and lighting criteria.

Ms. Domonousky inquired whether the board would have another opportunity to review the proposal. Mr. Murphy answered that both outparcels on the site would require conditional use submittals as each parcel exceeded three acres.

City of Palm Bay, Florida

BOARD AND COMMITTEE REPORTS:

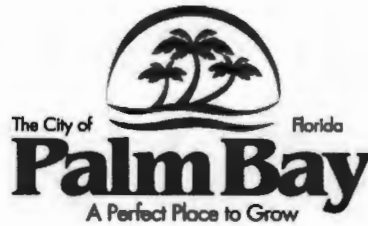
- **Greater Palm Bay Chamber of Commerce**

ARE THERE ANY CITY APPOINTED BOARDS OR COMMITTEES IN ATTENDANCE THAT WOULD LIKE TO MAKE A REPORT TO COUNCIL AT THIS TIME?

CITY COUNCIL REPORTS:

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

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: Shante Akafia, Human Resources Director
Joyce Dias, Risk Manager
Elia Twigg, P.E., Public Works Director
Yvonne McDonald, Finance Director

DATE: December 19, 2013

RE: RFP #01-0-2014, Automotive Body Repairs

The City solicited proposals from qualified suppliers for automotive body repairs utilized on an "as needed" basis. City-owned vehicles, when damaged in a collision, may require repair through an approved automotive body repair shop. The repairs are directed by Fleet Maintenance based on the extent of damage, vehicle age and operational necessity.

The current contract for Automotive Body Repairs, #22-0-2008, between Craftmaster Auto Body, LLC and the City of Palm Bay was extended through December 31, 2013, as the previous RFP processes did not yield any responsive submittals.

Two responsive submittals were received for RFP #01-0-2014. Pricing was provided and evaluated based on a model of original equipment manufacturer parts (OEM), after market parts, and salvage parts. The rank order of the two submittals resulted in a tie. Based on the tie and the desire to use two automotive repair facilities, staff is recommending Council approval of a contract to both vendors for automotive body repair services: Craftmaster Auto Body, LLC, West Melbourne, and MD Automotive Repair, Palm Bay. The intent is to generally alternate between the two vendors, but work distribution may depend upon the vendor's ability to respond.

FISCAL IMPACT:

Auto repairs are funded through Risk Account #512-2525-519-4556. The Fiscal Year 2014 budget includes \$50,000 for auto physical damage repairs. Insurance proceeds received from the City's insurance carrier (Florida League of Cities) and subrogation from other insurance companies is budgeted in Risk Management revenue accounts.

RECOMMENDATION:

Motion to award RFP #01-0-2014, Automotive Body Repairs to Craftmaster Auto Body, LLC, West Melbourne, and MD Automotive Repair, Palm Bay, for services on an "as needed" basis.

RU/tjl

Attachments: 1) Tabulation

TABULATION

RFP #01-0-2014/SB

AUTOMOTIVE BODY REPAIRS

MD Automotive Repair Inc
 1507 Norman St NE
 Palm Bay FL 32907
 321-728-1809 / 321-728-9311
mdautomotive@cfl.rr.com

Item #	Description	Part #	Qty	PRICING CATEGORIES					
				OEM Price	OEM Price x Qty	After Market Price	After Market Price x Qty	Salvage Price	Salvage Price x Qty
1	Bumper, Front	10373662	10	\$ 127.23	\$ 1,272.30	\$ 108.00	\$ 1,080.00	\$ 100.00	\$ 1,000.00
2	Bumper, Rear	10373652	5	\$ 197.42	\$ 987.10	\$ 168.00	\$ 840.00	\$ 100.00	\$ 500.00
3	Cover, Front	12335505	10	\$ 293.30	\$ 2,933.00	\$ 249.00	\$ 2,490.00	\$ 250.00	\$ 2,500.00
4	Cover, Rear	12335487	5	\$ 367.67	\$ 1,838.35	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00
5	Panel, Hood	19120224	10	\$ 397.49	\$ 3,974.90	\$ 309.00	\$ 3,090.00	\$ 125.00	\$ 1,250.00
6	Panel, Front Left Door, Outer	12455080	5	\$ 456.20	\$ 2,281.00	No bid		\$ 200.00	\$ 1,000.00
7	Molding, Front Door Side	19120768	5	\$ 121.03	\$ 605.15	No bid		No bid	
8	Headlamp Assembly, Left	10349961	10	\$ 247.00	\$ 2,470.00	\$ 238.00	\$ 2,380.00	\$ 75.00	\$ 750.00
9	Blade, Engine Fan (includes upper & lower radiator shrouds)	19130418	8	\$ 513.42	\$ 4,107.36	\$ 190.00	\$ 1,520.00	\$ 125.00	\$ 1,000.00
10	Fender, Front Right	89025178	10	\$ 198.52	\$ 1,985.20	\$ 151.00	\$ 1,510.00	\$ 125.00	\$ 1,250.00
11	Mirror, Below Eye Line, Left	10331492	5	\$ 165.72	\$ 828.60	\$ 113.00	\$ 565.00	\$ 50.00	\$ 250.00
				Total	\$ 23,282.96	Total	\$ 14,975.00	Total	\$ 10,500.00

<i>For RFP comparison purposes only</i>			
ITEM	Total from above lines	% of Estimated Usage	Comparison Price
OEM Price	\$ 23,282.96	40%	\$ 9,313.18
After Market Price	\$ 14,975.00	40%	\$ 5,990.00
Salvage Price	\$ 10,500.00	20%	\$ 2,100.00
GRAND TOTAL - Comparison Only			\$ 17,403.18

TABULATION

RFP #01-0-2014/SB

AUTOMOTIVE BODY REPAIRS

Craftmaster Auto Body
 6933 Vickie Circle
 West Melbourne FL 32904
 321-725-7450 / 321-725-0863
bobc@craftmasterautobody.com

Item #	Description	Part #	Qty	PRICING CATEGORIES					
				OEM Price	OEM Price x Qty	After Market Price	After Market Price x Qty	Salvage Price	Salvage Price x Qty
1	Bumper, Front	10373662	10	\$ 127.23	\$ 1,272.30	\$ 92.00	\$ 920.00	\$ 75.00	\$ 750.00
2	Bumper, Rear	10373652	5	\$ 197.42	\$ 987.10	\$ 140.00	\$ 700.00	\$ 110.00	\$ 550.00
3	Cover, Front	12335505	10	\$ 293.30	\$ 2,933.00	\$ 195.00	\$ 1,950.00	\$ 125.00	\$ 1,250.00
4	Cover, Rear	12335487	5	\$ 367.67	\$ 1,838.35	\$ 245.00	\$ 1,225.00	\$ 175.00	\$ 875.00
5	Panel, Hood	19120224	10	\$ 397.49	\$ 3,974.90	\$ 285.00	\$ 2,850.00	\$ 200.00	\$ 2,000.00
6	Panel, Front Left Door, Outer	12455080	5	\$ 456.20	\$ 2,281.00	\$ 374.00	\$ 1,870.00	\$ 225.00	\$ 1,125.00
7	Molding, Front Door Side	19120768	5	\$ 121.03	\$ 605.15	\$ 91.00	\$ 455.00	\$ 60.00	\$ 300.00
8	Headlamp Assembly, Left	10349961	10	\$ 247.00	\$ 2,470.00	\$ 145.00	\$ 1,450.00	\$ 85.00	\$ 850.00
9	Blade, Engine Fan (includes upper & lower radiator shrouds)	19130418	8	\$ 513.42	\$ 4,107.36	\$ 374.00	\$ 2,992.00	\$ 260.00	\$ 2,080.00
10	Fender, Front Right	89025178	10	\$ 198.52	\$ 1,985.20	\$ 110.00	\$ 1,100.00	\$ 65.00	\$ 650.00
11	Mirror, Below Eye Line, Left	10331492	5	\$ 165.72	\$ 828.60	\$ 90.00	\$ 450.00	\$ 60.00	\$ 300.00
				Total	\$ 23,282.96	Total	\$ 15,962.00	Total	\$ 10,730.00

<i>For RFP comparison purposes only</i>			
ITEM	Total from above lines	% of Estimated Usage	Comparison Price
OEM Price	\$ 23,282.96	40%	\$ 9,313.18
After Market Price	\$ 15,962.00	40%	\$ 6,384.80
Salvage Price	\$ 10,730.00	20%	\$ 2,146.00
GRAND TOTAL - Comparison Only			\$ 17,843.98

**RFP #01-0-2014
Automotive Body
Repairs**

CRAFTMASTER AUTO BODY
6933 Vickie Circle
W Melbourne FL 32904
321-725-7450/321-725-0863

MD AUTOMOTIVE REPAIR
1507 Norman St NE
Palm Bay FL 32907
321-728-1809/321-728-9311

ITEM	ITEM DESCRIPTION	UOM	QTY	Total Price	Total Price
COMPARISON TOTALS					
1	OEM	1	LS	\$ 9,313.18	\$ 9,313.18
2	After Market	1	LS	\$ 6,384.80	\$ 5,990.00
3	Salvage	1	LS	\$ 2,146.00	\$ 2,100.00
GRAND TOTAL				\$ 17,843.98	\$ 17,403.18

Labor, Hourly Rate	HR	\$ 28.00	\$ 42.00
Towing Charge, One Way	EA	\$ 35.00	\$ 45.00
Disposal Fee - tires	EA	\$ 1.00	\$ 2.50
Disposal Fee - batteries	EA	\$ 1.50	\$ 5.00
% Markdown: OEM Retail		16%	20%
% Markup: After Market		15%	10%
% Markup: Salvage		15%	10%

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: Dan Roberts, P.E., Utilities Director
Yvonne McDonald, Finance Director

DATE: December 19, 2013

RE: Task Order 13-08, Troutman Lime Water Treatment Plant (TWTP) Lime Slurry and Polymer Feed Systems Replacement Project – Design, Permitting and Construction Assistance

Dan Roberts

Digitally signed by Dan Roberts
DN: cn=Dan Roberts, o=City of
Palm Bay, ou=Information,
email=droberts@palm.org, cn=US
Date: 2013.12.12 08:11:11 -0500

Ruth Chapman

The adopted Fiscal Year 2014 Community Improvement Plan includes replacing the lime slurry and chemical feed systems at the Troutman Water Treatment Plant (TWTP) based on a condition assessment report completed in July 2013. The report identified severe corrosion and outdated technology necessitating replacement.

Lime slurry is used at the TWTP as a softening agent to raise the pH of the water which precipitates calcium carbonate hardness from the raw water. Polymer is used at the TWTP to aid in coagulating the calcium carbonate precipitate so that it can be filtered out of the water.

The project includes replacement tanks, pumps and appurtenances for both the lime slurry and polymer feed systems. Wade Trim will provide design (structural, mechanical and electrical), permitting, construction bid documents, shop drawing review and project close out.

FISCAL IMPACT:

The fee for services is \$89,642 budgeted in Account #424-8022-533-6221/Project #14WS05. The total project budget is \$540,747.

RECOMMENDATION:

Motion to approve Wade Trim Task Order 13-08, Troutman Lime Water Treatment Plant (TWTP) Lime Slurry and Polymer Feed Systems Replacement Project – Design, Permitting and Construction Assistance.

DR/tjl

Attachments: 1) Wade Trim Task Order 13-08
2) Map

CITY OF PALM BAY, FLORIDA

TASK ORDER 13-08 TROUTMAN LIME WATER TREATMENT PLANT LIME SLURRY & POLYMER FEED SYSTEMS REPLACEMENT – DESIGN, PERMITTING & CONSTRUCTION ASSISTANCE

SECTION I. BACKGROUND

The City of Palm Bay has requested the assistance of Wade Trim, Inc. with the design and permitting of improvements to replace the lime slurry and polymer chemical feed systems at the Troutman Lime Water Treatment Plant.

In the water treatment process, the addition of lime is used to soften or remove hardness minerals from the surficial aquifer ground water source. The lime used at the plant is supplied in pebble lime form (CaO) and stored within one of two bulk lime silos. To use the pebble lime in the water treatment process, the lime is converted to a calcium hydroxide (Ca(OH)₂) slurry in a process called slaking. The slurry is gravity feed to a batch tank where it is further diluted with water before being pumped to each treatment unit. The condition of the lime slurry batch tank, lime feed pumps, and related interconnection piping has deteriorated over the years due to significant corrosion from nearly continuous exposure to very alkaline lime slurry and now requires replacement.

Plant staff has requested assistance to design and specify a suitable chemical feed system to replace the existing lime slurry batch tank and the lime feed pump system. The design will include the replacement of the concrete slab where the slurry tank is located and repairs to the floor drain in the area. In addition, staff has requested the new lime slurry feed system be automatically controlled using a feedback loop so as to feed enough lime slurry to maintain an operator adjustable pH set point in each treatment unit. It is assumed the existing system can be temporarily relocated to allow the replacement system to be installed in the same general location as the existing system.

The addition of polymer is used in the water treatment process to help coagulate and flocculate calcium and magnesium hardness precipitate within the solids treatment units. The existing polymer solution is currently made up by hand from powder using a two-step batch tank mixing system. A series of chemical feed pumps convey the polymer solution to the treatment units. Plant staff has determined the current system is inefficient, labor intensive, and needs replacement.

Plant staff has requested assistance to design and specify a replacement polymer feed system which uses liquid neat polymer and a suitable mechanical mixing system to activate the polymer in solution. It is assumed the replacement polymer system will be located in the same general area as the existing system. To make the best use of the available space, the elevated concrete platform area will be demolished creating additional floor space on the lower level of the chemical feed room to locate the polymer equipment. It is likely the

polymer totes will be stored in the loading area and the neat polymer pumped to the polymer skids.

The effort described above includes the preparation of the engineering plans and specifications and also obtaining the FDEP WTP construction permit.

SECTION II. SCOPE OF WORK

Wade Trim agrees to perform the following tasks:

Task A – Prepare 75% Design Documents

Wade Trim will prepare the necessary structural, electrical and mechanical plans and specifications for the replacement of the Lime Slurry and Polymer Chemical Feed System components.

- Structural
 - Remove and replace concrete slab/walls for lime slurry tank area;
 - Remove concrete platform in Chemical Feed Room;
 - Miscellaneous Chemical Feed Room concrete surface treatment and repairs.

- Process/Mechanical
 - Develop sequence of construction to maintain plant operations;
 - Design replacement lime slurry batch tank with suitable in-tank slurry mixing, mark-up water feed control, and piping headers;
 - Design of lime slurry feed pumps;
 - Design of replacement lime slurry feed lines to treatment units;
 - Design of neat polymer storage area and neat polymer feed pump;
 - Design of two skid mounted polymer make-up units;
 - Design of replacement polymer feed line to the treatment units;
 - Design of make-up water supply lines for the polymer units.

- Electrical
 - Provide source of power to supply lime slurry feed pumps;
 - Design lime slurry pump instrumentation and control to provide automatic control based upon a pH setpoint in each Treatment Unit.
 - Provide for connection of lime slurry feed pumps and related instrumentation into the plant-wide SCADA system;
 - Provide source of power to polymer neat feed pumps and make-up skids
 - Provide for connection of polymer system to into the plant-wide SCADA system.

The following are the anticipated plan sheets to be developed as part of this project:

- G-1 Cover
- G-2 General Notes

- D-1 Lime Area Demolition and Temp Relocation
- D-2 Polymer Feed Demolition and Temp Relocation

- S-1 Structural Legend & Notes
- S-2 Lime Dosing Area Modificaitons
- S-3 Polymer Feed Area Modificaitons
- S-4 Structural Details

- P-1 Process Legend
- P-2 Chemical Feed Schematic
- P-3 Lime Dosing Tank Plan / Details
- P-4 Polymer Feed System Plan/Details
- P-5 Chemical Feed Lines to Treatment Units Plan/Details

- E-1 Electrical Legend & General Notes
- E-2 One Line Electrical Diagram
- E-3 Lime Dosing Tank Power Plan
- E-4 Polymer Feed System Power Plan
- E-5 Treatment Units Power / Instrumentation Plan
- E-6 Electrical Details
- E-7 Electrical Details

- I-1 Legend
- I-2 Lime Feed Piping & Instrumentation Diagram
- I-3 Polymer Feed Piping & Instrumentation Diagram

Wade Trim will meet with City staff throughout the development of the plans shown above. Meeting minutes will be generated by WT to document the discussions at the project meetings.

During this phase, Wade Trim will submit the application and plan submittal to the FDEP for the required WTP construction permit.

Task B – Prepare Final Design Documents

WT will meet with City staff to review the 75% design documents. Following receipt of any written comments, WT will prepare the Final Design Drawings and Specifications. The documents will be structured to allow the City to self-procure the equipment for installation by a General Contractor.

Task C – Shop Drawing Submittal Review

Wade Trim will review the following anticipated shop drawing submittals with staff specializing in mechanical / process and electrical:

- Miscellaneous electrical
- Miscellaneous piping
- Polymer pumps
- Lime slurry pumps
- Lime slurry tank

The effort associated within this task is based on one review per submittal.

Task D – Start-Up, Project Closeout & As-Built Plans

Wade Trim will assist the City in closing out the referenced project. This includes: final walk through of the project for punch list, start-up assistance, FDEP permit close out and as-built plan.

At the substantial completion stage of the construction phase, Wade Trim will perform a walkthrough of the project reviewing areas of discipline such as: electrical, process / mechanical, and structural. Upon the completion of the walkthrough Wade Trim will provide the City with a letter describing each item needing to be addressed by the contractor.

Prior to the system being placed in full time operation, the system is required to under go a start-up to assure it is operating within the design parameters of the equipment and system. Wade Trim will attend this event to witness and offer any suggestions to remedy and corrections, if needed.

Wade Trim will incorporate contractor plan mark-ups taken during the construction and incorporate them into a consolidated as-built plan for the operator reference.

SECTION III. PROJECT TEAM

City of Palm Bay, Project Manager:
Wade Trim, Project Manager:

Katie Fought, PE
Edward Fontanin, PE

SECTION IV. PERMITTING

An FDEP WTP construction permit will be required for this project.

SECTION V. OWNER'S RESPONSIBILITY

The following items are, but not limited to, required from the City in order to complete the above mentioned Task Order:

- Fees associated with the FDEP permit

SECTION VI. DELIVERABLES

The following will be provided to the City:

- Task A – Prepare 75% Design Documents
 - PDF of Design Memo, Plans and Specifications
 - Preliminary Cost Estimate
 - Submittal of permit application to FDEP
 - Response to any FDEP review comments
 - Minutes of Design Review Meetings
- Task B – Prepare Final Design Documents
 - Responses to city review comments
 - PDF of Final Plans and Specifications
- Task C – Shop Drawing Submittal Review
 - PDF of each shop drawing stating if approved and any comments associated with the review.
- Task D – Project Closeout & As-Built Plans
 - PDF of punch list comments from substantial completion walk through
 - FDEP permit closeout
 - As-built plan

SECTION VII. SCHEDULE

Work will begin within 5 days of notice-to-proceed. See attached project schedule for due dates at key milestones.

SECTION VIII. METHOD OF COMPENSATION

The City shall compensate Wade Trim the lump sum fee for each task for the scope of services as specified in this task order. The breakdown of this effort is as follows:

- Task A – 75% Design: \$ 63,404
 - Task B – 100% Design: \$ 13,552
 - Task C – Shop Drawing Submittal Review: \$ 3,802
 - Task D – Project Closeout & As-Built Plans: \$ 8,884
- TOTAL: \$ 89,642**

Wade Trim shall invoice the City the fee allocated for each task upon completion of each task.

SECTION IX.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.

WADE TRIM, INC.

CITY OF PALM BAY

Thomas S. Brzezinski, PE
Executive Vice President

Susan Hann, PE
City Manager

Date 12/6/13

Date



Project: Troutman Lime WTP Chem Feed
 Client: Palm Bay Utilities Department
 Prepared By: EGF
 Date: October 16, 2012

Project Cost Estimating Sheet

WT102-01

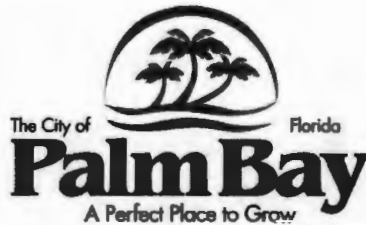
TASKS		Task A 75% Design	Task B 100% Design	Task C Shop Drawing Review	Task D Close Out & As-Builts	TOTAL	OTHER DIRECT COSTS
CLASSIFICATION	RATE	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	
E. Fontanin PE 3	\$ 159.00	24 \$3,816.00	12 \$1,908.00	2 \$318.00	8 \$1,272.00	46 \$7,314.00	Subconsultants Aerial Photos Soils Eng. Soils Boring
C. McCormack PE 3	\$ 159.00	120 \$19,080.00	20 \$3,180.00	8 \$1,272.00	16 \$2,544.00	164 \$26,076.00	Survey Mechanical Electrical Environmental
A. Schwab PE 3	\$ 159.00	80 \$12,720.00	16 \$2,544.00	8 \$1,272.00	12 \$1,908.00	116 \$18,444.00	
J. White Senior Professional	\$ 200.00	16 \$3,200.00	4 \$800.00			20 \$4,000.00	
Structural Engineer PE 1	\$ 101.00	48 \$4,848.00	16 \$1,616.00	4 \$404.00		68 \$6,868.00	Sub Total \$6,000.00
CAD Tech 6	\$ 79.00	140 \$11,060.00	24 \$1,896.00		40 \$3,160.00	204 \$16,116.00	Direct Cost
C. Little PE 2	\$ 134.00	20 \$2,680.00	12 \$1,608.00	4 \$536.00		36 \$4,824.00	CADD Computers Equipment Photocopies Color Copies Graphics Computer Travel Scanner OCE Printer
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Sub Total \$0.00
	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	OTHER DIRECT COSTS TOTAL \$6,000.00
	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Labor Multiplier (=1 for billing rate schedule) 1.00
	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TOTAL DIRECT LABOR \$ 83,642.00
TOTAL		448 \$57,404.00	104 \$13,552.00	26 \$3,802.00	76 \$8,884.00	654 \$83,642.00	TOTAL COST \$89,642.00



14WS05

**WATER
PLANT
BLDG H**

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: Lisa Morrell, Communications & Information Technology Director *Lisa Morrell*
Yvonne McDonald, Finance Director *Yvonne McDonald*

DATE: December 19, 2013

RE: Purchasing Authority for IBM AS400 Hardware and Software Annual Maintenance Renewal

The technical support and upgrades for the City's AS400 systems (used for Sunguard/HTE applications) are currently covered by a support and maintenance plan. Midrange Support & Services, Inc. of Delray Beach, Florida is an IBM Premier Business Partner listed as an authorized dealer/reseller of IBM hardware and support services on the State of Florida Network Infrastructure - Equipment and Services contract # 250-000-09-1.

Midrange Support & Services, Inc. has been providing software and technical support for the City's IBM systems since 2012. The City's two AS400s were originally purchased in 2006. The maintenance and support costs increased \$4,107.32 (22%) over last year due to the age of the system hardware.

FISCAL IMPACT:

The estimated FY 14 expenditure is \$23,097.82. Funds are budgeted as follows:

Communications & Information Technology (001-2310-519-4603)	11,988.08
Police Department (001-5011-521-4603)	11,099.74
TOTAL	\$23,097.82

RECOMMENDATION:

Motion to authorize the utilization of the Department of Management Services (DMS) Network Infrastructure - Equipment and Services contract # 250-000-09-1 with Midrange Support & Services, Inc. for IBM software and services.

LM/tjl

- Attachments: 1) FY 14 IBM Maintenance State Contract 250-000-09-1 Contract Period
2) FY14 IBM HW SW Annual Maintenance Midrange Quote aaaq2835

Department of Management Services

[Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [Vendor Information](#) > [State Contracts, Agreements and Price Lists](#) > [State Term Contracts](#) > [Network Infrastructure - Equipment and Services](#) > [Amendments and Memorandums](#) > Amendments - Amendment 6 (05 September 2013)

Amendment 6 (05 September 2013)

This Amendment ("Amendment"), effective upon execution, to Network Infrastructure – Equipment and Services Contract, No. 250-000-09-1 ("Contract") is effective between the State of Florida, Department of Management Services ("Department" or "Customer") and Contractor. Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

1.0 CONTRACT RENEWAL

The Department hereby executes its renewal option for a one-year period pursuant to Section 287.057(13), Florida Statutes. The new contract expiration date is September 7, 2014.

2.0 CONFLICT

To the extent any of the terms of this Agreement conflict with the terms of the Contract, the terms of this Agreement shall control. All other terms of the Contract remain in full force.

3.0 WARRANTY OF AUTHORITY

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party.

4.0 REPLACEMENT CONTRACT.

A replacement contract may be established for these services prior to the expiration of this renewed contract. The replacement contract shall supersede and cause early termination of this renewed contract number 250-000-09-1.



Midrange

Support & Service, Inc.

RESELLER QUOTE

1122 East Atlantic Avenue, Suite C, Delray Beach, FL 33483
 t. 561-272-5883 f. 561-272-5652

Number AAAQ2835
 Date Nov 26, 2013

Sold To	
City of Palm Bay Mike Moran 120 Malabar Road, SE Palm Bay, FL 32907-3009	
Phone	321-952-3417
Fax	321-953-8934

Ship To	
City of Palm Bay Mike Moran 120 Malabar Road, SE Palm Bay, FL 32907-3009	
Phone	321-952-3417
Fax	321-953-8934

Salesperson	P.O. Number	Old Contract	New Contract	Contract Term	Start Date	End Date	Payment Terms
Steve Marinak	Pending	AJ0QDS	AZBSJG	12 Months	1/1/2014	12/31/2014	Net 30

Line	Qty	Vendor Part#	Mod-Typ	Serial #	Description	Unit Price	Ext. Price
1	1	HW MAINTENANCE B 8836-2MU	00KPN6193	8836-2MU		\$551.99	\$551.99
2	1	HW MAINTENANCE B 8485-AC1	00KQKW675	XSERIES 206M		\$551.99	\$551.99
3	1	HW MAINTENANCE B 9405-520	0000BFCEB	ESERVER I5		\$3,192.01	\$3,192.01
4	1	HW MAINTENANCE B 9406-520	0000CDE3B	I-SERIES		\$6,850.30	\$6,850.30
5	1	HW MAINTENANCE B 3580-L33	006856119	ULTRIUM 3 TAPE DRIVE		\$1,297.79	\$1,297.79
6	1	HW MAINTENANCE B 3580-L33	006856127	ULTRIUM 3 TAPE DRIVE		\$1,297.79	\$1,297.79
7	1	HW MAINTENANCE B 8491-G2U	00KQYXB4N	8491-G2U		\$551.99	\$551.99
8	1	HW MAINTENANCE B 8491-G2U	00KQYXB5A	8491-G2U		\$551.99	\$551.99
9	1	HW MAINTENANCE B 8849-30U	00KQTKT5Y	8849-30U		\$551.99	\$551.99
10	1	SWMAFL IBMI 9405-520	0000BFCEB	ESERVER I5		\$3,849.99	\$3,849.99
11	1	SWMAFL IBMI 9406-520	0000CDE3B	I-SERIES		\$3,849.99	\$3,849.99

Sales Tax and Shipping may not be included on this quote. Sales Tax will be calculated per individual County and added to your invoice. Shipping will be charged at actual cost and added to the final invoice.

SubTotal	\$23,097.82
Total	\$23,097.82

This MIDRANGE QUOTE ("Quote") is made as of the date it is signed (referred to as the "Order Date") by both Midrange Support & Service, Inc. ("Midrange"), a Florida corporation with offices located at 1122 East Atlantic Avenue, Suite C, Delray Beach, Florida 33483, and the Customer designated above, provided however, should Customer fail to return this Quote to Midrange within thirty (30) days of receipt, this Quote shall be deemed null and void. 1 Complete description of Midrange Services is set forth on the Statement of Work in the Midrange Services Agreement. 2 Complete description of third party services may be set forth in the applicable third party agreements. 3 Complete description and terms of use of third party software may be set forth in the applicable third party agreements. All leases are subject to execution of the equipment lease, which shall govern the terms and use of such leased equipment. All agreements requiring signature by the Customer together are collectively referred to as the "Agreements." The Agreements including any exhibits or attachments thereto, are hereby incorporated herein by this reference and made a part hereof. Any capitalized terms not defined hereunder shall have the meaning as set forth in the applicable Agreements. Shipping amounts will be added to invoice after the sale has been booked.

Approval and Acceptance _____

Date: _____

Name _____

11/26/13 11:07:30

Reseller Agreement

This MIDRANGE RESERLLER AGREEMENT ("Reseller Agreement") is made as of the date (the "Effective Date") this Reseller Agreement is signed by and between Midrange Support & Service, Inc. ("Midrange"), a Florida corporation with offices located at 1122 East Atlantic Avenue, Suite C, Delray Beach, Florida 33483, and City of Palm Bay ("Customer") with offices located at 120 Malabar Road, SE Palm Bay, FL 32907-3009.

SECTION 1: WITNESSETH

WHEREAS, Midrange is in the business of selling, leasing and licensing third party computer hardware, software, services, and other third party materials; and WHEREAS, Midrange hereby agrees to sell (lease or license) and Customer hereby agrees to purchase (lease or license, as the case may be) from Midrange the third party software, services, or other materials pursuant to the terms and conditions of this Reseller Agreement; and NOW, THEREFORE, in consideration of the mutual benefits of the covenants set forth below, Customer and Midrange hereby agree as follows:

SECTION 2: SCOPE OF AGREEMENT

- 2.1 Scope of Agreement:** The scope of this Reseller Agreement includes that certain Midrange Quote executed by Midrange and Customer ("Quote") which Customer may purchase, lease, or license third party software, services, or other third party materials supplied by Midrange ("collectively "Third Party Materials"), all of the terms of which are incorporated herein and made a part hereof. In the event of any conflict between the terms of this Reseller Agreement and the terms of the Quote, the specific terms of the Quote shall prevail. In all other cases, the terms of this Reseller Agreement shall prevail.
- 2.2 Reseller:** Customer understands and agrees that Midrange is an authorized reseller of certain Third Party Materials supplied by third party vendors and such Third Party Materials are provided by the third party vendors directly or their designees, including (without limitation) Midrange. Midrange is not a party to and shall not be liable for any terms of the Third Party Service Agreements, IBM Agreements, or Third Party Software Licenses (as those terms are defined below and collectively referred to as the "Third Party Agreements"). In the event of a conflict between the terms of the Third Party Agreements and this Reseller Agreement, this Reseller Agreement shall prevail.
- 2.3 Third Party Services:** Customer may purchase third party services, including (without limitation) IBM ServiceSuite maintenance services, and other training, support, and technical services through Midrange as a reseller of such Third Party Services as set forth in the Quote. In the event Customer desires to acquire any Third Party Services, Customer shall execute any applicable documents governing the terms for such Third Party Services between Customer and the third party vendor directly ("Third Party Service Agreements"). All such Third Party Services shall be rendered by third party vendors directly or their designees. The project schedule for performance of Third Party Services and completion of any deliverables will be determined by the third party vendors and not Midrange.
- 2.4 IBM Services:** In Particular, in the event Customer desires to acquire maintenance from IBM on any IBM equipment supplied by Midrange, Customer shall show it's subject to current applicable documents required by IBM or execute any applicable IBM documents governing the terms of the equipment maintenance provided by IBM between Customer and IBM directly, including (without limitation) the IBM Customer Agreement and IBM ServiceSuite Agreements (collectively, the "IBM Agreements").
- 2.5 Third Party Software:** Customer may purchase or license, as the case may be, third party software owned or licensed by third party vendors and supplied by Midrange as a reseller of such software as set forth in the Quote ("Third Party Software"). In the event Customer desires to acquire any Third Party Software from Midrange, Customer shall execute any applicable documents governing the terms of use for such third party software between Customer and the third party software vendor directly ("Third Party Software License"). While Third Party Software may be supplied, installed, or implemented by Midrange as a reseller for the third party vendors, the terms of use for the Third Party Software is determined by the third party vendors directly and not by Midrange. In the event Customer desires Midrange to provide services in connection with such Third Party Software, Customer shall execute Midrange's standard services agreement for performance of such services.

SECTION 3: PAYMENT

- 3.1 Materials Price and Payment:** The current list price for the Third Party Materials plus any applicable shipping charges for the Third Party Materials ("Materials Price") will be invoiced by Midrange or the third party vendors directly. In the event the Materials Price is charged to Customer by Midrange, Midrange shall invoice Customer for the Materials Price at the time the Third Party Materials are ordered by Customer under the Quote. Any expense incurred by Midrange arising out of Customer's variance from the terms of this Reseller Agreement or additional request for Third Party Materials by Customer shall be invoiced to Customer at Midrange's current list price for such Third Party Materials or the actual cost incurred by Midrange, as determined in the sole discretion of Midrange. Customer shall pay invoices immediately upon receipt and Customer understands that the Third Party Materials shall not be delivered until the invoice from Midrange is paid in full. Any invoice amount which is not paid by Customer to Midrange within thirty (30) days of the date of invoice shall be subject to a late charge equal to one percent (1%) for each month (or portion thereof) in which such invoiced amount is due and not paid. Customer will reimburse Midrange for all reasonable collection expenses, including reasonable attorneys' fees and court costs, for past due amounts.
- 3.2 Costs:** Customer hereby agrees and acknowledges that Customer shall be responsible for the costs in connection with acquisition any Third Party Materials, including (without limitation) establishment and maintenance of telecommunication access for such Third Party Materials as needed, and any and all applicable sales, use, excise and other tax assessments associated with this Reseller Agreement and the Third Party Materials, whether such costs are assessed by Midrange or the third party vendors.
- 3.3 Returns:** All acceptance or rejection of Third Party Materials is solely subject to the Third Party Agreements and shall in no way affect the payment obligations of Customer to Midrange under this Reseller Agreement or the Quote.

SECTION 4: TERMINATION

- 4.1 Termination Limitations:** This Reseller Agreement shall be valid for a period of one (1) year commencing on the Effective Date, and shall automatically renew for consecutive one (1) year periods of time, unless this Reseller Agreement is terminated or cancelled as provided in this Section 4. This Reseller Agreement shall only be terminated or canceled as provided under this Section 4.
- 4.2 Termination:** Either party may terminate this Reseller Agreement for convenience with at least thirty (30) days advance written notice to the other party prior to the end of the current annual term.
- 4.3 Cancellation:** If a party violates its obligations under this Reseller Agreement the other party may cancel this Reseller Agreement by sending written cancellation notice describing the noncompliance to the non-complying party. Upon receiving the cancellation notice describing the noncompliance, the non-complying party shall have thirty (30) days from the date of such notice to cure any such noncompliance or begin curing such noncompliance in good faith. If such noncompliance is not cured within the required thirty (30) day period, or if the noncompliance cannot be cured within such thirty (30) day period and such party does not make a good faith effort to begin curing such noncompliance with the thirty (30) day period, the party providing cancellation notice shall have the right to cancel this Reseller Agreement as of the thirty-first (31) day after the date of the cancellation notice.

- 4.4 Effect:** Termination or cancellation of this Reseller Agreement shall always automatically terminate or cancel this Reseller Agreement and any outstanding Quotes for Third Party Materials.
- 4.5 Refund:** Upon termination or cancellation of this Reseller Agreement, Midrange shall be entitled to retain all payments rendered by Customer under this Reseller Agreement in anticipation of providing products and services. Customer shall pay all fees and costs incurred up to the date of termination. An attempted termination or cancellation other than as provided herein shall not terminate or cancel any payment obligation of Customer.

SECTION 5: INTELLECTUAL PROPERTY

- 5.1 Title to Third Party Materials:** Title to the Third Party Materials shall be the property of the third party vendors or their licensors.
- 5.2 Indemnification:** Customer shall defend, indemnify and hold Midrange and its officers, directors, employees, and agents harmless from and against any and all claims, actions, liability, expenses, costs, or losses of any kind whatsoever, including reasonable attorneys fees arising out of: (i) negligence or willful misconduct by Customer, its employees, agents, or contractors; (ii) harm, injury, accidents, death or bodily injury; (iii) damage to or loss or destruction of any real or tangible property; (iv) third party claims of intellectual property infringement; or (v) failure of Customer to comply with the terms of this Reseller Agreement or the Third Party Agreements. Customer shall defend and settle at its sole expense all suits or proceedings arising in connection with any such claims. Midrange hereby agrees to notify Customer following receipt of any such claim and provide Customer with necessary assistance and information reasonably requested.

SECTION 6: WARRANTY AND LIMITATION OF LIABILITY

- 6.1 Third Party Materials Warranty:** Customer understands and agrees that Third Party Materials may or may not be subject to the manufacturer's warranty service, if any, on all standard Third Party Materials, as determined in the exclusive discretion of third party vendors.
- 6.2 WARRANTY DISCLAIMER:** Customer hereby acknowledges and agrees that it is not relying on Midrange's (or its officers, employees, agents, directors, and independent contractors' of Midrange) skill or judgment to select or furnish goods suitable for any particular purpose and MIDRANGE (INCLUDING OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, AND INDEPENDENT CONTRACTORS' OF MIDRANGE) HAS NOT GRANTED TO CUSTOMER OR MADE ANY WARRANTIES CONCERNING THE THIRD PARTY MATERIALS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF MERCHANTABILITY.
- 6.3 Discharge of Obligations:** In the event Customer does not execute any applicable Third Party Agreements, Midrange shall be discharged from any further liability or obligation to Customer with respect to third party computer hardware, third party software or other material that Midrange notifies Customer of as may be required to correct or enhance operation of the customer equipment or for proper performance of the services or deliverables performed by Midrange. Any such discharge shall not affect the obligations of Customer, which shall be continuing and binding despite such discharge.
- 6.4 Exclusions:** Notwithstanding any other provision hereof to the contrary, Midrange is not responsible for the Third Party Materials in any manner and for any reason whatsoever, including (without limitation) for: (i) any improper use of Third Party Materials by Customer, including failure to follow the Original Third Party Materials Manufacturer's maintenance, installation or operation instructions, or because of moves, additions, changes, repairs, modifications or other maintenance made by Customer or a third party; (ii) a manufacturer's defect in software or hardware or a defect or problem in software or hardware; (iii) damage occurring during shipment; (iv) damage arising out of failure of Customer to maintain suitable environmental conditions (including failure of air conditioning or humidity control), accident or disaster, failure or fluctuations of electrical power or unusual physical or electrical stress, static electricity, use of materials or supplies that do not adhere to manufacturer specifications, or other causes other than ordinary use; or (v) an event described in Section 6.8.
- 6.5 Assumption of Risk:** Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically stored data, and that industry standards dictate Customer's systematic use, in conjunction with any CPU, or products which provide comprehensive back-up of data so as to prevent such loss. In addition to the risks assumed by Customer under Section 6.4, CUSTOMER ASSUMES ALL RISK OF LOSS OF ITS MAGNETICALLY STORED DATA IN ANY WAY RELATED TO OR RESULTING FROM THE SALE OR SERVICE OF THIRD PARTY MATERIALS BY MIDRANGE, AND CUSTOMER HEREBY RELEASES MIDRANGE FROM ANY LIABILITY FOR LOSS OF CUSTOMER'S MAGNETICALLY STORED DATA, WHETHER OR NOT CAUSED BY MIDRANGE'S NEGLIGENCE.
- 6.6 LIMITATION OF LIABILITY:** CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE USE OF ANY THIRD PARTY MATERIALS. MIDRANGE SHALL NOT BE LIABLE TO CUSTOMER OR A THIRD PARTY UNDER THIS RESELLER AGREEMENT IN CONNECTION WITH: (i) USE, PERFORMANCE OR OPERATION OF THE THIRD PARTY MATERIALS; (ii) ANY LOSS OF OR DAMAGE TO CUSTOMER OR THIRD PARTY DATA OR INFORMATION; (iii) ANY SOFTWARE OR THIRD PARTY MATERIALS MALFUNCTIONS; (iv) SECURITY OF THE CUSTOMER EQUIPMENT OR CUSTOMER OR THIRD PARTY DATA OR INFORMATION; OR (v) ANY OTHER DAMAGE CAUSED BY THIRD PARTY MATERIALS, USER ERRORS, NEGLIGENCE OR INTENTIONAL ACTS OF CUSTOMER OR THIRD PARTIES (INCLUDING VIRUS ATTACKS, SECURITY BREACHES, OR MISUSE).
- 6.7 LIMITATION OF DAMAGES:** MIDRANGE SHALL NOT BE LIABLE TO CUSTOMER UNDER THIS RESELLER AGREEMENT OR IN CONNECTION WITH THE THIRD PARTY MATERIALS FOR ANY LOST PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, AND REGARDLESS OF WHETHER MIDRANGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE. THE LIABILITY OF MIDRANGE FOR ANY REASON AND FOR ANY CAUSE OF ACTION WHATSOEVER IN CONNECTION WITH THIS RESELLER AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF FEES INCURRED BY CUSTOMER UNDER THIS RESELLER AGREEMENT AND THE RELATED QUOTE(S) UNDER WHICH THE LIABILITY ARISES, OR CUSTOMER'S ACTUAL DAMAGES, WHICHEVER IS LESS.
- 6.8 Force Majeure:** Midrange shall not be liable for any failure to perform its obligations under this Reseller Agreement because of circumstances beyond the reasonable control of Midrange, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of government, transportation delays, power failure, and any other events reasonably beyond the control of Midrange.

SECTION 7: GENERAL

- 7.1 Assignments:** This Reseller Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.
- 7.2 Public Announcements:** All public announcements of the relationship of Midrange and Customer under this Reseller Agreement shall be subject to the prior written approval of the other party; provided however that Midrange shall have the right to publish the name of Customer as a reference as a current customer.
- 7.3 Entire Agreement:** Excepting the Quotes or other properly entered into addendum to this Reseller Agreement, this Reseller Agreement contains the entire understanding of the parties and supersedes previous verbal and written communications, proposals and Reseller Agreements between the parties concerning the subject matter hereof.

- 7.4 Amendments:** Except as provided herein, alterations, modifications or amendments of a provision of this Reseller Agreement shall not be binding unless such alteration, modification or amendment is in writing and signed by Midrange and Customer.
- 7.5 Reference:** The headings and captions of this Reseller Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Reseller Agreement, or any particular section, paragraph, or provision. Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural, as the context shall require.
- 7.6 Counterparts:** This Reseller Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.
- 7.7 Governing Law:** This Reseller Agreement shall be governed by the laws of the State of Florida without regard to any rules of conflict or choice of laws, which require the application of laws of another jurisdiction, and exclusive venue shall be Palm Beach County, Delray Beach, Florida.
- 7.8 Notice:** Notices shall be in writing. Notices shall be deemed delivered when delivered by Certified or Registered Mail – Return Receipt Requested, by commercial express delivery service or by hand to the address set forth in the opening paragraph for Midrange or Customer (as applicable). Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt and in the case of commercial express delivery by electronic or written delivery confirmation.
- 7.9 Waiver:** Waiver of breach of this Reseller Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Reseller Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Reseller Agreement shall not be binding unless such waiver is in writing and signed by the waiving party.
- 7.10 Severability:** If a provision of this Reseller Agreement is rendered invalid, void or unlawful, the remaining provisions shall remain in full force and effect.
- 7.11 Relationship:** Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.
- 7.12 No Solicitation:** Customer shall not induce or solicit (directly or indirectly) any Midrange employee or associate to leave the employment of Midrange or engage the services of any employee, independent contractor or associate without the prior written consent of Midrange.
- 7.13 Dispute Resolution:** In connection with a dispute arising out of or relating to this Reseller Agreement, the parties shall attempt in good faith to resolve such dispute promptly by negotiation through an authorized officer with the authority necessary to settle the controversy. Negotiations shall be commenced by written notice being delivered by a party to the other party. The parties are obligated to promptly meet after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of receipt of written notice, Midrange and Customer agree that any dispute shall be settled exclusively by final and binding arbitration in accordance with the rules of the American Arbitration Association held in Palm Beach County, Florida. The arbitration proceeding shall be conducted by a panel of three (3) neutral arbitrators, all of whom shall be a member of the Bar of any State and shall be experienced in intellectual property and computer law matters. The arbitrator(s) shall provide each party with a written opinion setting forth the reasons for the decision. By entering into this Reseller Agreement, Midrange and Customer each waive the right to adjudicate claims arising out of or relating to this Reseller Agreement in a judicial forum and opt instead to arbitrate these claims. The arbitration decision shall be final and enforceable in a court of competent jurisdiction. Any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall not have the authority to award punitive damages. The prevailing party shall pay the other party's legal expenses directly related to the subject arbitration, including (without limitation) reasonable attorneys' fees. The arbitration procedure, as well as its outcome, shall be kept confidential to both parties to this Reseller Agreement. Notwithstanding the foregoing, either party may seek equitable remedies in any court of competent jurisdiction located in Florida to protect its intellectual property or Confidential Information.
- 7.14 Equitable Remedies:** The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy. In addition to all other remedies that may be available at law or equity, each party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach or threatened breach of this Reseller Agreement.
- 7.15 Survivability.** Sections 2.2, 3, 4.5, 5, 6 and 7 shall survive the termination or expiration of this Reseller Agreement.

IN WITNESS WHEREOF, as of the Effective Date the parties have entered into this Reseller Agreement by their duly authorized representatives with full rights, power, and authority to enter into and perform this Reseller Agreement.

MIDRANGE SUPPORT & SERVICE, INC.:

City of Palm Bay :

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMO TO: Honorable Mayor and Members of City Council
FROM: Alice Passmore, City Clerk
DATE: December 19, 2013
SUBJECT: One (1) Appointment – Bayfront Community Redevelopment Agency

As you may recall, Donna Brooks resigned from the above subject board. The vacancy has been announced at the last two regular Council meetings and applications solicited for same.

The following applications have been received:

Eugene Cate, Jr.
3321 Kirkland Road, NE 32905

Alan Aust
1750 Shore View Drive, 32903

Attached is a ranking sheet that can be printed from the agenda packet. A sheet will also be on the dais at tonight's meeting. Council is to rank the above individuals from "1 - 2" with **No. 1 representing your first choice**. Please give the completed sheet to the clerk on duty prior to the start of the meeting.

The matter is presented to Council for the appointment of one (1) member to the Bayfront Community Redevelopment Agency. The individual appointed to the position will complete Mrs. Brooks' term which expires August 31, 2014.

If you should have any questions, please advise.

jcd

Attachment



APPLICATION FOR MEMBERSHIP CITY BOARDS OR COMMITTEES

Office of The

NOV 12 2013

City Clerk

City of Palm Bay
120 Malabar Road
Palm Bay, FL 32907

Phone: 321-952-3414
Fax: 321-953-8971
www.palmbayflorida.org

Board/Committee: Bayfront Community Redevelopment Agency

First Name: Eugene Middle: Noel Last Name: Cate Jr.

Home Address: 3321 Kirkland Road NE

City: Palm Bay State: Florida Zip Code: 32905

Phone Number (#####): (321) 768-8366 Fax Number (#####):

E-mail: genecate@me.com

Employment

Employer: Retired U. S. Navy--Lieutenant Commander Occupation:

Address:

City: Palm Bay State: Florida Zip Code:

Phone Number (#####): Fax Number (#####):

E-mail:

Job Responsibilities:

Education

Type of School	Name of School and Location	No. Years Completed	Major or Degree
High School			
College Bus. or Trade School	USAFI	2	
Professional School	Navy Air traffic control--licensed controller		
Other			

Have you ever held a business tax receipt: yes no

If yes, please provide the following:

Title: Individual

Issue Date: Jan 1, 1994 Issuing Authority: State of Florida

If any disciplinary action has been taken, please state the type and date of the action taken:

Disciplinary Action: Noone Disciplinary Date:

Continue on the next page

Are you a resident of the City? yes no

If yes, how long? Years Months

How long have you been a resident of Brevard County?

Years Months

Are you a United States citizen? yes no

Are you a registered voter of the City? yes no

Are you employed by the City? yes no

If yes, what department?

Do you presently serve on a City board(s)? yes no

If yes, please list board(s):

Have you previously served on a City board(s)? yes no

If yes, please list board(s):

Are you currently serving on a board, authority, commission for another governmental agency? yes no

If yes, what agency and board?

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

If yes, what charge? where; when;

and disposition was: Have your civil rights been restored? yes no

Are you a member or participant of any community organizations? yes no

If yes, please list

What are your hobbies/interests?

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

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

Race: Gender: Physically Disabled:

For Youth Advisory Board applications only: (Adult Advisory Member)
Are you 30 years or older? yes no

APPLICANT CERTIFICATION

By filing this application with the City of Palm Bay, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests (Form 1) if required for this board.
<http://www.ethics.state.fl.us/ethics/forms.html>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:
Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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



APPLICATION FOR MEMBERSHIP CITY BOARDS OR COMMITTEES

Office of The

City of Palm Bay
120 Malabar Road
Palm Bay, FL 32907

DEC 4 - 2013

City Clerk

Phone: 321-952-3414
Fax: 321-953-8971
www.palmbayflorida.org

Board/Committee

First Name: Middle: Last Name:

Home Address:

City: State: Zip Code:

Phone Number (#####): Fax Number (#####):

E-mail:

Employment

Employer: Occupation:

Address:

City: State: Zip Code:

Phone Number (#####): Fax Number (#####):

E-mail:

Job Responsibilities:

Education

Type of School	Name of School and Location	No. Years Completed	Major or Degree
High School	Ft Lauderdale High School, Ft Lauderdale, FL	4	HS Diploma
College Bus. or Trade School	University of Mississippi, Oxford, MS	4	BBA-Economics
Professional School	Gold Coast Schools, Ft Lauderdale, FL	1	General Contractor
Other	Gold Coast Schools, Ft Lauderdale, FL	1	Real Estate Broker

Have you ever held a business tax receipt: yes no

If yes, please provide the following:

Title:

Issue Date: Issuing Authority:

If any disciplinary action has been taken, please state the type and date of the action taken:

Disciplinary Action: Disciplinary Date:

Continue on the next page

Are you a resident of the City? yes no

If yes, how long? Years Months

How long have you been a resident of Brevard County? Years Months

Are you a United States citizen? yes no

Are you a registered voter of the City? yes no

Are you employed by the City? yes no If yes, what department?

Do you presently serve on a City board(s)? yes no

If yes, please list board(s):

Have you previously served on a City board(s)? yes no

If yes, please list board(s):

Are you currently serving on a board, authority, commission for another governmental agency? yes no

If yes, what agency and board?

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

If yes, what charge? where; when;

and disposition was: Have your civil rights been restored? yes no

Are you a member or participant of any community organizations? yes no

If yes, please list

What are your hobbies/interests?

Working on the house and yard, antique car restoration, motorcycle riding, fishing, boating and kayaking on the Turkey Creek and Indian River.

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

I have a great interest in the future success and City vision of the Bay Front Redevelopment District.

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

Race:

Gender:

Physically Disabled:

For Youth Advisory Board applications only: (Adult Advisory Member)

Are you 30 years or older? yes no

APPLICANT CERTIFICATION

By filing this application with the City of Palm Bay, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
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<http://www.ethics.state.fl.us/ethics/forms.html>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:
Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

MEMO TO: Honorable Mayor and Members of City Council
FROM: Alice Passmore, ~~City Clerk~~
DATE: December 19, 2013
SUBJECT: Conditional Use Extension; Scrivener's Error
REDUS Florida Land, LLC

Recreation World Inc. has requested an extension to the commencement period of the conditional use granted by Resolution No. 2012-45. The request is to extend the commencement period for one (1) year to allow for the construction of a planned commercial development to be known as Giant Recreation World in CC (Community Commercial District) zoning. This is the applicant's first request for an extension. The reasons for same are stated in the attached letter.

In addition, a scrivener's error has since been found within the legal description of the property. The error is being corrected through the resolution granting the extension to the conditional use.

Staff Comments:

There were no adverse comments.

Resolution No. 2013-57, granting a one (1) year extension and correcting the scrivener's error, has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

tmj
Attachments

Case No. CU-15-2012

GIANT RECREATION WORLD.COM

Enter the World of RVing With Us!

November 11, 2013


Patrick Murphy
City of Palm Bay
Land Development Division
120 Malabar Road, SE
Palm Bay, Florida, 32907

RE: Giant Recreational World
Resolution No.: 2012-45

Dear Mr. Murphy:

As owners of the above referenced project, I respectfully submit this letter as our formal request for a one (1) year extension of the Resolution for Conditional Use. Due to economic reasons we have made the decision to delay the start of the construction phase of this project. If you should have any questions, please feel free to contact the project's civil engineer, Jake T. Wise, PE at (321) 610-1760.

Sincerely,



Joe McNamara
Recreation World, Inc

RESOLUTION NO 2012-45

CFN 2013009237 OR BK 6778 PAGE 613
Recorded 01/15/2013 at 09:47 AM Scott Ellis, Clerk of
Courts, Brevard County
Pgs 3

A RESOLUTION OF THE CITY OF PALM BAY BREVARD COUNTY FLORIDA, GRANTING A CONDITIONAL USE FOR A PLANNED COMMERCIAL DEVELOPMENT IN CC (COMMUNITY COMMERCIAL DISTRICT) ZONING, WHICH PROPERTY IS LOCATED EAST OF AND ADJACENT TO CULVER DRIVE, IN THE VICINITY SOUTH OF PALM BAY ROAD AND LEGALLY DESCRIBED HEREIN GRANTING THE USE AS A CONDITIONAL USE, PROVIDING FOR CONSTRUCTION TO BE IN COMPLIANCE WITH THE SITE PLAN PROVIDING FOR A COMMENCEMENT PERIOD PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, application for a conditional use in CC (Community Commercial District) zoning to permit a planned commercial development on property legally described herein, has been made by REDUS Florida Land LLC and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on November 7 2012, which voted to recommend to the City Council approval of the application, and


WHEREAS, all provisions applicable to the conditional use under Chapter 185 Zoning, Conditional Uses, Sections 185 085 and 185 086 and District Regulations, Section 185 043, 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 conditional use will neither be injurious to the neighborhood 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 a conditional use for a planned commercial development on property zoned CC (Community Commercial District), which property is legally described as follows:

**CITY OF PALM BAY
Office of the City Clerk
120 Malabar Road SE
Palm Bay, Florida 32907**



A portion of Tract A, of Second Replat in Port Malabar Unit 21 according to the plat thereof as recorded in Plat Book 34 Pages 76 and 77 Public Records of Brevard County Florida, more particularly described as follows:

Begin at the northwest corner of Tract A of said Second Replat of Port Malabar Unit 21 and a point of the southerly right-of-way of Interstate 95 limited access right-of-way thence run S 55°27'45" E along said southerly right-of-way 308.57 feet; thence departing said southerly right-of-way run S 00°35'51" W a distance of 202.20 feet; thence N 89°24'09" W a distance of 256.00 feet to a point on the easterly right-of-way of Culver Drive (a 100.00 foot wide right-of-way); thence N 00°35'51" E, along said easterly right-of-way of Culver Drive (a 100.00 foot wide right-of-way); thence N 00°35'51" E along said easterly right-of-way a distance of 374.49 feet to the Point of Beginning; containing 24.05 acres, more or less.

SECTION 2. The conditional use is granted subject to the applicant complying with the following:


- 1) Constructing the planned commercial development in accordance with the site plan which is, by reference incorporated herein as Exhibit 'A'
- 2) The Land Development Division Staff Report, which is, by reference incorporated herein as Exhibit 'B'
- 3) 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 conditional use must be commenced within one (1) year from the effective date of this resolution. Commencement shall mean the issuance of a building permit which must remain active. Failure to commence such construction within one (1) year shall void the conditional use.

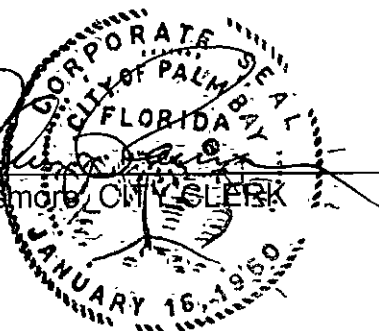
SECTION 4 This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting No 2012 34 of the City Council of the City of Palm Bay Brevard County Florida, held on December 20 2012.

ATTEST



Alice Passmore, CITY CLERK





William Capote, MAYOR

CITY OF PALM BAY

**LAND DEVELOPMENT
DIVISION
STAFF REPORT**

APPLICATION

- PROPOSAL.** The applicant is requesting conditional use approval for a Planned Commercial Development in a CC. Community Commercial zoning district.
- LOCATION:** The subject property is located east of and adjacent to Culver Drive NE, which is in the vicinity SW of the intersection of Palm Bay Road and Interstate 95. Specifically the property is a portion of Tract A of the Port Malabar Unit 21 Second Replat, Section 19 Township 28 south, and Range 37 east, Brevard County Florida.
- APPLICANT** Redus Florida Land, LLC

SITE DATA

REVISED

- PRESENT ZONING.** CC, Community Commercial District
- ACREAGE.** 24.05 acres (±)
- DENSITY** Not Applicable
- ADJACENT ZONING & LAND USE.**
- | | |
|----------|--|
| N | CC. Community Commercial; 1 st Centre Medical Office Building |
| E | CC Community Commercial; Interstate 95 |
| S | SRE Suburban Residential Estate; Single Family Homes and IU, Institutional Use: Palm Bay Senior Center |
| W | CC Community Commercial; Commercial Building and Vacant Land |
- WATER & SEWER:** City Water & Sewer
- TRAFFIC COUNTS:** 10,284 ADT (September of 2010) Culver Drive: from Palm Bay Rd to Emerson Dr
- FLOOD ZONE.** Flood Zone X, Area Determined to be Outside the 500 year Flood Zone
- COMPLIANCE WITH THE COMPREHENSIVE PLAN.** Yes

BACKGROUND

- 1 The subject property is located east of and adjacent to Culver Drive NE, which is in the vicinity SW of the intersection of Palm Bay Road and Interstate 95. Specifically, the property is a portion of Tract A of the Port Malabar Unit 21 Second Replat, Section 19 Township 28 south, and Range 37 east, Brevard County Florida.
2. The adjacent zoning and land uses are as follows:

<u>NORTH.</u>	CC Community Commercial; 1 st Centre Medical Office Building
<u>EAST</u>	CC, Community Commercial; Interstate 95
<u>SOUTH.</u>	SRE, Suburban Residential Estate; Single Family Homes and IU, Institutional Use; Palm Bay Senior Center
<u>WEST</u>	CC Community Commercial, Commercial Building and Vacant Land
- 3 The applicant is requesting conditional use approval for a Planned Commercial Development in a CC Community Commercial zoning district. The subject property is approximately 24.05 acres. The applicant for this request is Redus Florida Land, LLC. The applicant will be represented by their Civil Engineer, Mr. Jake Wise of CEG Engineering.

ANALYSIS.

The project consists of the construction of a 32,000 square foot sales and service building for Giant Recreation World. The building will contain a 40-foot overhang on the south end for wash and detail of the recreational vehicles (RV) offered by the business. Two (2) lease parcels totaling just over 5 acres will be created north and south of the building, along Culver Drive, for future development. Regardless of the future use of the south lease parcel it will require Conditional Use review by the Planning and Zoning Board and City Council as it exceeds three (3) acres in size. The sales building and associated parking areas cover approximately 3.5 acres of land. The remaining 15.5 acres of the property are to be used for display and storage of RV's and for a stormwater system needed to treat the runoff from the new pavement, as well as the medical building parcel to the north.

The subject parcel is presently a vacant, densely wooded site containing hundreds of trees. For sites of ten (10) or more acres, only those trees with a diameter of 18' or more are required to be surveyed. These trees are defined as Exceptional Specimens. The City's Municipal Tree Code requires a Developer to make reasonable efforts to save and design around healthy specimen trees and when such a tree is to be removed, the Developer must plant Replacement Trees. A survey of the property found 106 exceptional specimen trees on the overall property with 84 of these being within the parameters of this project. Of those 84 specimen trees, 51 are proposed for removal. The Applicant has submitted a Variance requesting relief from the replacement tree requirements. If the Conditional Use request should be recommended for approval, the Variance request (Case No. V 17 2012) must be made a condition of the approval.

CODE REQUIREMENTS.

- 1 In order to be granted a conditional use permit, a request must meet items (A) through (K) of the General Requirements and Conditions listed in Section 185.087 of the Code of Ordinances. A review of these items is as follows:

Item (A): *Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency*

The site is currently accessed by a joint-use entrance/exit. The driveway was built in 1998 to combine access for this parcel with that of the office building to the north in order to reduce driveway cuts on Culver Drive. In addition to this driveway the site plan proposes a secondary access approximately 500 feet to the south for employees only. The City's Public Works Department has recommended that a Traffic Study be conducted during the site plan process to assess if any access improvements are warranted and to determine if improvements to Culver Drive are necessary to maintain adequate capacity.

Item (B): *Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.*

The CC district regulations require recreational vehicle sales establishments to provide a minimum of one (1) space for each 200 square feet of gross floor area and one (1) space per employee on the largest working shift. The area of the building within an automotive sales facility that is used for this calculation is the sales center and showroom. Based upon the submitted site plan, the facility must have a minimum of 86 parking spaces (10,000 sf showroom/sales area / 200 sf + 36 employees). The plan proposes a total of 100 spaces.

Item (C): *Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.*

The property has city water & sewer, electric, phone and cable services. Connection to the city's water and sewer system is required, as will be a pump-out station for the RV's.

Item (D): *Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.*

The site plan provides more than the minimum required physical buffering, in that it exceeds the building and parking setbacks of the CC district. Due to the amount of pavement and exceptional specimen trees being removed, the landscape plans include extensive tree plantings along all property lines except for the east perimeter. This property line is provided with a row of shrubs, but tree plantings are being 'clumped' in order to maximize exposure to I-95. The Board and Council should consider whether or not additional visual screening is necessary to lessen the impact on the surrounding area.

Item (E): *Signs, if any and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.*

An entrance sign is proposed just south of the existing driveway and an Interchange District Sign is proposed at the SE corner of the site. No other sign locations have been shown. The submitted site plans also do not include a lighting plan. It shall be noted that all exterior lighting must be either shielded or directed downward, so as to not spill light onto neighboring properties.

Item (F): *Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.*

The submitted plan meets the required yard and open space requirements.

Item (G): *The use as proposed will be in conformance with all stated provisions and requirements of this chapter*

The CC district permits retail automotive establishments, with certain restrictions.

Item (H): *Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city*

Staff did not identify any impacts to the health, safety and welfare of the residents of Palm Bay that would be incurred by the project, with the possible exception of access to and from Culver Drive. This shall be determined by a Traffic Study

Item (I): *The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation or type, of physical activity.*

Despite the size of the property and amount of large vehicles on display and within storage areas on site, the number of persons frequenting the site is presumed to be far less than a typical retail and/or office use on a parcel of this size.

Item (J): *The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.*

The parcel is bordered by a drainage canal to the south and existing medical office building to the north. Interstate 95 abuts the east and the parcel fronts a Collector Roadway to the west (Culver Drive) with commercial zoning on the opposite side of the road.

Item (K): *Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, a reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.*

The Planning and Zoning Board and City Council has the authority and right to impose any additional and justifiable safeguards and/or conditions to ensure that the facility operates safely and harmoniously with its surroundings.

CODE REQUIREMENTS:

In addition to the General Requirements listed above, the project must also meet the Special Requirements and Conditions for a Planned Commercial Development. These seven (7) items are provided below:

- (a) The site shall be in one (1) ownership, or if in several ownerships, that the CU request be filed by all owners of the property;
- (b) All portions of the respective zoning district regulations and all other applicable portions of Chapter 185 Zoning, shall be met;
- (c) The site proposed shall have a minimum width of two hundred (200) feet along a major street frontage;
- (d) The minimum distance between access points shall be at least one hundred and fifty (150) feet, and the minimum distance between any access point and an intersection of two (2) or more street rights-of-way shall be one hundred feet;
- (e) Submission of a carefully drawn site plan showing internal vehicular circulation, location of buildings and structures, parking and service areas and landscaped areas;
- (f) Full compliance with the city tree regulations set forth in Chapter 180. Any deviation from this Chapter must be identified and a request for Variance(s) submitted in conjunction with the PCD request; and
- (g) A statement defining the manner in which the city is to be assured that all improvements and protective devices are to be installed and maintained.

Upon review of the application and proposed site plan, staff has determined that the Special Requirements and Conditions so listed have been met by the applicant and will be further explored during the administrative site plan review process.

STAFF CONCLUSION:

The Planning and Zoning Board and City Council must determine if the request, based upon the submitted material and presentation made by the applicant, meets the general and specific requirements of the Code of Ordinances, as identified in this report.

RESOLUTION NO. 2013-57

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION NO. 2012-45, BY CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION; BY EXTENDING THE COMMENCEMENT PERIOD OF THE CONDITIONAL USE GRANTED FOR A PLANNED COMMERCIAL DEVELOPMENT ON PROPERTY ZONED CC (COMMUNITY COMMERCIAL DISTRICT); WHICH PROPERTY IS LOCATED EAST OF AND ADJACENT TO CULVER DRIVE, IN THE VICINITY SOUTH OF PALM BAY ROAD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 20, 2012, the City of Palm Bay granted a conditional use through Resolution No. 2012-45 to REDUS Florida Land, LLC, to allow a planned commercial development in CC (Community Commercial District) zoning, and

WHEREAS, the City Council desires to correct a scrivener's error contained in the legal description of the property, and

WHEREAS, an additional one (1) year extension to the commencement period for the conditional use is being requested by Recreation World, Inc.

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

SECTION 1. The City Council of the City of Palm Bay hereby amends Resolution No. 2012-45, Section 1, to read as follows:

~~A portion of~~ Tract A, of Second Replat in Port Malabar Unit 21, according to the plat thereof, as recorded in Plat Book 34, Pages 76 and 77, Public Records of Brevard County, Florida, ~~more particularly described as follows:~~

Less and except:

~~A portion of~~ Tract A, of Second Replat in Port Malabar Unit 21, according to the plat thereof, as recorded in Plat Book 34, Pages 76 and 77, Public Records of Brevard County, Florida, more particularly described as follows:

Begin at the northwest corner of Tract A of said Second Replat of Port Malabar Unit 21 and a point of the southerly right-of-way of Interstate 95, limited access right-of-way; thence run S 55°27'45" E along said southerly right-of-way, 308.57 feet; thence departing said southerly

right-of-way, run S 00°35'51" W, a distance of 202.20 feet; thence N 89°24'09" W, a distance of 256.00 feet to a point on the easterly right-of-way of Culver Drive (a 100.00 foot wide right-of-way); thence N 00°35'51" E, along said easterly right-of-way of Culver Drive (a 100.00 foot wide right-of-way); thence N 00°35'51" E along said easterly right-of-way, a distance of 374.49 feet to the Point of Beginning; containing 24.05 acres, more or less.

SECTION 2. The City Council of the City of Palm Bay hereby amends Resolution No. 2012-45, Section 3, to read as follows:

“Section 3. The conditional use must be commenced within two (2) years from the effective date of this resolution. Commencement shall mean the issuance of a building permit which must remain active. Failure to commence such construction within two (2) years shall void the conditional use.”

SECTION 4. The effective date of the commencement period, as amended, for the conditional use shall be determined from the effective date of Resolution No. 2012-45, enacted on December 20, 2012.

SECTION 4. This Resolution shall be recorded in the Public Records of Brevard County at the applicant's expense.

SECTION 5. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting No. 2013- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2013.

William Capote, MAYOR

ATTEST:

Alice Passmore, CITY CLERK

Applicant: REDUS Florida Land, LLC
Case No.: Case No. CU-15-2012

cc: (date) Applicant
Case File
B/C Recording

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: Edyie McCall, Business Development Administrator Edyie McCall

DATE: December 19, 2013

RE: Repeal Ordinance 2013-08
Carbolosic Corporation, Formerly Thor Renewable Energy, Inc.

Digitally signed by Edyie McCall
DN: cn=Edyie McCall, o=City of Palm
Bay, ou=Economic Development
Office, email=mcalls@palmbay.org, c=US
Date: 2013.12.19 09:51:51 -0500

In February of 2013, the City Council enacted Ordinance 2013-08 granting an economic development ad valorem tax exemption to Carbolosic Corporation. Carbolosic Corporation has terminated the lease agreement at 2485 Palm Bay Road NE, Palm Bay, Florida 32905, as of June 2013.

Staff coordinated with all of the City's Ad Valorem Tax Exemption clients regarding their annual reports. Due to the company no longer residing in the city at 2485 Palm Bay Road NE, Palm Bay, Florida, City staff is requesting the ordinance be repealed. The client was unable to meet the requirements for ad valorem tax exemption.

Repealing the ordinance is an administrative matter to close the file on the application. Carbolosic Corporation remains eligible to reapply should circumstances change in the future with a location and expansion of 10 or more jobs.

FISCAL IMPACT:

None. The exemption was never implemented.

RECOMMENDATION:

Motion to adopt the ordinance.

EM/tjl

Attachments: 1) Ordinance Repealing 2013-08
2) Ordinance 2013-08

ORDINANCE NO 2013-08

AN ORDINANCE OF THE CITY OF PALM BAY BREVARD COUNTY, FLORIDA, REPEALING ORDINANCE NO 2012 15, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO CARBOLOSIC CORPORATION 2485 PALM BAY ROAD NE, PALM BAY, FL 32905, SPECIFYING THE ITEMS EXEMPTED, PROVIDING THE EXPIRATION DATE OF THE EXEMPTION, FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012, FLORIDA STATUTES PROVIDING FOR AN ANNUAL REPORT BY CARBOLOSIC CORPORATION PROVIDING FOR A REVOCATION CLAUSE, PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH PROVIDING FOR A SEVERABILITY CLAUSE, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS economic development and the creation of jobs are a priority of the *City of Palm Bay* and

WHEREAS the electorate of the City of Palm Bay voted to provide economic incentives to new and expanding businesses in the November 1998 municipal election and in 2008 voted to extend the program for an additional ten (10) years, and

WHEREAS Thor Renewable Energy Inc. has been acquired by Carbolosic Corporation and request that the *City of Palm Bay* exempt ad valorem taxes for Carbolosice Corporation, and

WHEREAS Carbolosic Corporation has applied to the City of Palm Bay for an ad valorem tax exemption for its improvements and new business personal property for its facility located at 2485 Palm Bay Road NE, Palm Bay FL 32905 and

WHEREAS the *Greater Palm Bay Chamber of Commerce* Committee of 100 has previously recommended approval for Thor Renewable Energy Inc. which their recommendation will also remain the same for Carbolosic Corporation and

WHEREAS, the Brevard County Property Appraiser has provided the City of Palm Bay with its report as required by Florida Statutes, Chapter 196 193 and

WHEREAS it has been determined that Carbolosic Corporation meets the requirements of Section 196 012(16), Florida Statutes.

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 repeals Ordinance No 2012 15 enacted on June 21 2012, in its entirety

SECTION 2. The current amount of revenue available to the City from ad valorem sources for the current year is \$22,623 894 54

SECTION 3. The revenue lost to the City for the current fiscal year by virtue of exemptions currently in effect is estimated at \$10 857 51

SECTION 4. The estimate of revenue that would have been lost to the City during the current fiscal year if the exemption applied for was granted had the property been subject to taxation is \$320,850

SECTION 5. In accordance with the findings of the City Council of the City of Palm Bay and the Brevard County Property Appraiser the new business personal property and improvements proposed by Carbolosic Corporation the definition of a new business as defined by Section 196 012 Florida Statutes, and is eligible for an ad valorem tax exemption.

SECTION 6. The City Council hereby determines that the new personal property and improvements are an economic benefit to the City and not currently on the Brevard

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E. City Manager

REQUESTING DEPT: Edyie McCall, Business Development Administrator *Edyie McCall*

DATE: January 15, 2013

RE: Request for Ad Valorem Tax Exemption – Carbolosic Corporation formerly Thor Renewable Energy Inc. (Project Marvel), Name Change and Address Change

The City of Palm Bay through its Ad Valorem Tax Exemption Program, provides incentives to businesses to stimulate the economic growth and development within the City. The incentive is in the form of tax exemptions for businesses that provide high quality jobs and improvements to real and personal property. The exemption applies only to taxes levied by Palm Bay. It does not apply to taxes levied by the Brevard County School District, St. Johns River Water Management District, etc.

The City Council adopted Ordinance 2012 15 on June 21 2012, which granted an ad valorem tax exemption to Thor Renewable Energy Incorporated. Carbolosic Corporation recently acquired assets of Thor Renewable Energy Inc. in consideration for assuming certain debts and obligations. Due to this acquisition Ordinance 2012 15 will be repealed and replaced with the attached Ordinance for Council's consideration. Carbolosic Corporation has located at 2485 Palm Bay Road Palm Bay Florida. The company will create 70 new professional jobs. The company will be investing an estimated \$25 000,000 in new construction and \$16 000 000 in new personal property.

Carbolosic Corporation meets the eligibility criteria as defined by Florida Statutes under Chapter 196 012(16) for headquarters operation. Resolution 98-55 and 99-13 establishes the guidelines for the City's exemption program. Based on these guidelines, the Carbolosic Corporation application with 70 proposed new jobs with an average annual wage of \$46 638 would qualify for an exemption of 10 years at the 100% level.

The Greater Palm Bay Chamber of Commerce's Committee of 100 recommended approval of 10 years at the 100% level on May 30 2012. The Economic Development Commission's Ad Valorem Tax Abatement Committee met and approved 9 years at 90% based on the Brevard County Ad Valorem Tax Abatement program on May 15 2012. The Board of County Commissioners approved Item V B Ordinance adopting an amendment to Ordinance 2012 16 for Thor Renewable Energy Inc. to reflect a name change to Carbolosic Corporation and an address change at the January 8 2013 meeting.

FISCAL IMPACT

The projected tax abatement based on capital investment of \$41 000 000 is estimated to be \$320 850 per year for 10 years depending on the tax rates that are adopted annually subject to verification by the Property Appraiser who is currently reviewing the City application.

RECOMMENDATION

Motion to adopt the ordinance.

EM/tjl

- Attachments:
- 1) Palm Bay Economic Development Ad Valorem Tax Exemption Application
 - 2) Impact Analysis
 - 3) Ad Valorem Tax Abatement Supplemental Application
 - 4) Ordinance 2012 15
 - 5) Ordinance

**PALM BAY
ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION
Chapter 198, Florida Statutes**

To be filed with the Board of County Commissioners, the City of Palm Bay, or both, no later than March 1 of the year the exemption is desired to take effect.

1. Business name: Carbologic Corporation
Mailing address: Ste 133, 1060 W NASA Blvd, Melbourne FL 32801
2. Name of person in charge of business: William J. Cox CEO
Telephone No. (321)338-5050 FAX No. ()
3. Location of business (legal description and street address) of property for which this report is filed:
2485 Palm Bay Road NE, Palm Bay, FL 32805 Legal Description: 28 372300 256 NE 2476 PALM BAY RD PALM BAY PT OF NW 1/4 AS DESC IN QRB 5767 PG 3488 EXC RD RW
4. Date business opened at this facility: TBD
6. a. Description of the improvements to real property for which this exemption is requested:
Construction of new lab facilities: Microbiology Laboratory, Analytical Chemistry Laboratory
Construction of new commercial scale production plant for biomaterials: Fermentation pilot plant, CTS pilot plant, Fermentation production plant, biofuels pilot facilities
Date of commencement of construction of improvements: TBD
6. a. Description of the tangible personal property for which this exemption is requested, and date when property was purchased:

Class of Item	Age	Date of Purchase	Original Cost	Taxpayer's Estimate of Condition			Taxpayer's Estimate of Fair Market Value	APPRAISER'S USE ONLY
				Good	Avg	Poor		
Machinery & Equipment		New	\$16,000,000				170	14,400,000

- b. Average value of inventory on hand: Biofuel & Biomaterials: 15 days x \$40,000/day = \$600,000
- c. Any additional personal property not listed above for which an exemption is claimed must be returned on form DR-405 (Tangible Personal Property Tax Return) and a copy attached to this form.
7. Do you desire exemption as a "New Business" () or as an "Expansion of an Existing Business" (X) ?
8. Describe the type or nature of your business: Biotechnology, Biomaterials Manufacturing & Biofuels R&D and production
9. Trade level (check as many as apply):
Wholesale () Manufacturing (X) Professional () Service () Office () Other ()

- 10. a. Number of full-time employees employed in Florida: 10 currently, 80 planned over 4 years
- b. If an expansion of an existing business:
 - (1) Net increase in employment 70 or _____ %
 - (2) Increase in productive output resulting from this expansion: All new production, up from 0 today %
- 11. Sales factor for the facility requesting exemption
 - Total sales in Florida from this facility – one (1) location only \$14.6M divided
 - by Total sales everywhere from this facility – one (1) location only \$14.6M 1
- 12. For office space owned and used by a corporation newly domiciled in Florida:
 - a. Date of incorporation in Florida: 26 September 2012
 - b. Number of full-time employees at this location: 10
- 13. If requesting an exemption due to location in a slum or blighted area, please furnish such additional information required by the County Commission, City Commission, or Property Appraiser.

I hereby request the adoption of an ordinance granting an exemption from ad valorem taxation on the above property pursuant to Section 196.1995, Florida Statutes. I agree to furnish such other reasonable information as the Board of County Commissioners, the governing authority of the municipality, or the Property Appraiser may request in regard to the exemption requested herein. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. (If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/she has any knowledge.)

DATE: 11 Nov 2012 SIGNED: [Signature]
 (Preparer)

SIGNED: [Signature] 2485 Palm Bay Road, Palm Bay, FL 32906
 (Preparer address)

TITLE: CEO 321.338.5050
 (Preparer's telephone number)

PROPERTY APPRAISER'S USE ONLY

- I. Total revenue available to the County or municipality for the current fiscal year from ad valorem tax sources: \$23,894,54
- II. Revenue lost to the County or municipality for the current fiscal year by virtue of exemptions previously granted under this section: 10,857,51
- III. Estimate of the revenue which will be lost to the County during the current fiscal year if the exemption applied for was granted had the property for which the exemption is requested otherwise been subject to taxation: 330,856.00
- IV. Estimate of the taxable value lost to the County or municipality if the exemption applied for were granted: Real Estate 21,250,000 Total Net Personal = 14,401,000
- V. I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes as a New Business (), an Expansion of an Existing Business (X), or Neither ().
- VI. Last year for which exemption may be applied: dependent upon number of years granted by City Council

DATE: 12 11-12 SIGNED: [Signature]
 (Property Appraiser)

RETURN TO BE FILED NO LATER THAN MARCH 1



ECONOMIC DEVELOPMENT COMMISSION
OF FLORIDA'S SPACE COAST

Economic Impact Analysis
Carbolic
City of Palm Bay
01/04/2013

of New Jobs Created: 70
Average Annual Payroll: \$46,638
Capital Investment: \$41,000,000

1. Net New Wage Impact:

\$ 3,264,660 (Direct)
\$ 942,229 (Indirect)
\$ 802,528 (Induced)
\$ 5,009,417 (Total)

2. Net New Job Impact

70 (Direct)
23 (Indirect)
22 (Induced)
115 (Total)

3. Economic Impact

For every employment position created by Carbolic approximately **0.65** additional jobs will be developed to support the operation of the facility

For every payroll dollar paid to Carbolic employees an additional **\$0.53** will be generated for consumer spending.

4. Tax Impact

Maximum Potential Tax Abatement Savings on Construction:
\$191,250 per year / **\$1,912,500** over 10 years
(Based on **\$25,000,000** in new construction)

Maximum Potential Tax Abatement Savings on Personal Property:
\$122,400 per year / **\$1,224,000** over 10 years
(Based on **\$16,000,000** in new personal property)

Total Potential Annual Tax Abatement **\$ 313,650** per year

Total Potential Tax Abatement **\$3,136,500** for 10 years*

Tax Millage Rate – 34U0; NAICS – 541711 IMPLAN Sector – 376

Analysis based on information supplied by Carbolic

Economic impact calculations furnished by EDC Research Office, using IMPLAN Professional 3.0

(www.IMPLAN.com).

Abatement & millage numbers are estimates; all final numbers determined solely by the Brevard County Property Appraiser's Office and the City of Palm Bay.

**Subject to City of Palm Bay's Ad Valorem Tax Abatement Program Guidelines.*

Exemption Resolution, 98-55, Palm Bay Code SUPPLEMENTAL APPLICATION

PALM BAY ECONOMIC DEVELOPMENT
AD VALOREM TAX EXEMPTION PROGRAM

APPLICANT NAME: Thor Renewable Energy, Inc.

NOTICE: This supplement is to be used by the applicant to provide additional information required by Economic Development Ad Valorem Tax Exemption Resolution 98-55, Palm Bay Code and to provide other information requested by the Board of County Commissioners and the entities who will review the application.

1. Length of exemption requested is total of 10 years (length of exemption approved is sole discretion of City Council and commences on the adoption date of the ordinance granting the exemption.)
2. Property Owner Name: William J. Sims (agent)
Address: 3420 Dixie Highway NE, Palm Bay, FL 32905
Telephone No. (321)725-1800 FAX No. (800)615-9664
3. Authorized Agent: William J. Cox, CEO
Address: Ste. 133, 1050 W. NASA Blvd. Melbourne FL 32901
Telephone No. (321)338-5050 FAX No. ()
4. Type of industry or business: Biotechnology/Biofuels
Brief description of product and expansion plans: Thor renewable Energy, Inc would like to expand its pilot plant activities to (1) create its corporate headquarters and laboratory and (2) build a prototype commercial facility in Brevard County.
5. Anticipated number of new employees: (1) 15 corporate and lab (2) 55 plant personnel x average wage of approximately \$23/hr.
6. Percent increase in overall employees: 700%
7. Expected number of new employees who will reside in Palm Bay: 80%
8. Percentage of existing employees who have resided in the City for more than two years: estimated 50%
9. Anticipated average wage of employees: \$46,638
10. Anticipated average annual payroll: \$3,264,660
11. Anticipated new capital investment as a result of expansion or relocation of business:
New construction value \$25M
New personal property value: 16M
12. Environmental impact of business. (Identify the number and type of environmental permits required as a result of this project: e.g air, soil and water pollution, water and sewer, dredge and fill, stormwater, industrial wastewater.): No known environmental impacts
13. Anticipated volume of business or production: 10,000 gallons biodiesel daily
14. The relocation or expansion would not occur without the exemption: Yes (X) No ()
15. Source of supplies (local or otherwise):
% source of supplies County: 50%/S20M
% source of supplies Florida: 75%/S30M
% source of supplies out-of-state: 25%/S11M
16. Business is/will be located in a community redevelopment area. Yes (X) No ()
Name of area: City of Palm Bay Bayfront Community Redevelopment Area

SIGNATURES:

I hereby confirm the information provided by Thor Renewable Energy to the Committee of 100 and the Palm Bay City Council for the purpose of calculating the economic impact and benefit of the proposed tax abatement is true, accurate and complete. I further confirm that is not in violation of any federal, state, or local law, or regulation governing environmental matters:

DATE: 24 May 2012 SIGNED: _____
SIGNED: [Signature] (Preparer)
(Applicant) _____ (Preparer's Address)
TITLE: CEO _____ (Preparer's Telephone Number)

COMMITTEE OF 100 USE ONLY

Committee Economic Impact Analysis:

Committee Recommendation:

The Committee of 100 hereby certifies that it has proof, to the satisfaction of the Committee, that the applicant meets the criteria of a new business or for an expansion of an existing business as defined in Resolution 98-55, Palm Bay Code. Furthermore, the Committee has conducted an economic impact analysis, applying acceptable multipliers as defined by the State Department of Commerce which concludes that the applicant does hereby meet the economic benefit test; and, therefore the Committee recommends to the City Council that the applicant receive an ad valorem tax exemption for 100 percent of its eligible taxes and for a period of 10 years.

DATE: 5-30 2012 SIGNED: [Signature]
(Committee Chairman)

CITY USE ONLY

City Manager's Recommendation:

100% , 10 years

DATE: 5/31/2012 SIGNED: [Signature]
(City Manager)

ORDINANCE NO 2012-15

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO THOR RENEWABLE ENERGY, INC., 3420 DIXIE HIGHWAY NE, PALM BAY, FL 32905 SPECIFYING THE ITEMS EXEMPTED, PROVIDING THE EXPIRATION DATE OF THE EXEMPTION FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012, FLORIDA STATUTES PROVIDING FOR AN ANNUAL REPORT BY THOR RENEWABLE ENERGY, INC. PROVIDING FOR A REVOCATION CLAUSE, PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR A SEVERABILITY CLAUSE, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS economic development and the creation of jobs are a priority of the City of Palm Bay and

WHEREAS the electorate of the City of Palm Bay voted to provide economic incentives to new and expanding businesses in the November 1998 municipal election and in 2008 voted to extend the program for an additional ten (10) years, and

WHEREAS Thor Renewable Energy Inc. has applied to the City of Palm Bay for an ad valorem tax exemption for its purchase, improvements and new business personal property for its facility located at 3420 Dixie Highway NE, Palm Bay FL 32905 and

WHEREAS the Greater Palm Bay Chamber of Commerce Committee of 100 has recommended approval of the exemption for Thor Renewable Energy Inc. and

WHEREAS, the Brevard County Property Appraiser has provided the City of Palm Bay with its report as required by Florida Statutes, Chapter 196 193 and

WHEREAS it has been determined that Thor Renewable Energy Inc. meets the requirements of Section 196 012(16), Florida Statutes.

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

SECTION 1. The current amount of revenue available to the City from ad valorem sources for the current year is \$23,291,255.64

SECTION 2. The revenue lost to the City for the current fiscal year by virtue of exemptions currently in effect is estimated at \$10,000.98

SECTION 3. The estimate of revenue that would have been lost to the City during the current fiscal year if the exemption applied for was granted had the property been subject to taxation is \$320,850

SECTION 4. In accordance with the findings of the City Council of the City of Palm Bay and the Brevard County Property Appraiser the new business personal property and improvements proposed by Thor Renewable Energy Inc. the definition of a new business as defined by Section 196 012, Florida Statutes, and is eligible for an ad valorem tax exemption.

SECTION 5. The City Council hereby determines that the new personal property and improvements are an economic benefit to the City and not currently on the Brevard County tax rolls, and are not already substantially complete and useable for their intended purpose.

SECTION 6. The City Council of the City of Palm Bay hereby grants an Economic Development Ad Valorem Tax Exemption to Thor Renewable Energy Inc.

located at 3420 Dixie Highway NE Palm Bay FL 32905 for its purchase, improvements and new personal property

SECTION 7. The tax exemption hereby granted shall be for a term of ten (10) years commencing with the first fiscal year the new improvements and personal property are added to the assessment roll, and lasting ten (10) years thereafter for one hundred percent (100%) of City ad valorem taxes.

SECTION 8. Thor Renewable Energy Inc. shall submit to the City an annual report providing evidence of continued compliance with the definition of an existing business planning to expand in the City of Palm Bay for each of the ten (10) years during which is eligible to receive ad valorem tax exemption. The annual report shall be submitted to the City Manager If the annual report is not received or if the annual report indicates that Thor Renewable Energy Inc. no longer meets the criteria of Section 196 012, Florida Statutes, the City Manger shall make a report to the City Council for consideration of revocation of the ad valorem tax exemption.

SECTION 9. The City Council may adopt an ordinance revoking the ad valorem tax exemption. The ordinance may provide that the City Council recover any ad valorem taxes abated in favor of Thor Renewable Energy Inc for the period of time that is was determined that the company no longer met the criteria of Section 196 012 Florida Statutes.

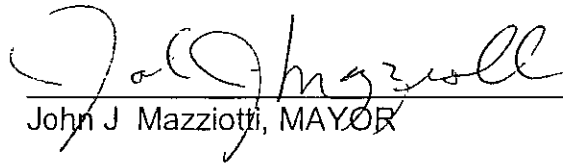
SECTION 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 11. 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

SECTION 12. The City Clerk shall file a certified copy of this ordinance with the State of Florida, Office of the Secretary of State, within ten (10) days of its enactment.

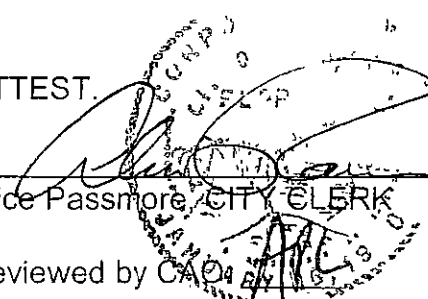
SECTION 13. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting No 2012 15 held on June 7 2012; and read in title only and duly enacted at Meeting No 2012 16 held on June 21 2012.



John J. Mazziotti, MAYOR

ATTEST.



Alice Passmore, CITY CLERK

Reviewed by CAO

cc: 06-22 12

William J. Cox, CEO Thor Renewable Energy Inc.
Economic Development Commission of Florida's Space Coast
Greater Palm Bay Chamber of Commerce

THIS IS TO CERTIFY that the foregoing is a true and correct copy of the original on file in the office of the City Clerk of Palm Bay Brevard County, Florida. WITNESS my hand and the official seal of the City of Palm Bay, this 22ND day of JUNE 2012



City Clerk of the City of Palm Bay,
Florida.

Key
2/5

Mailed to

City of Palm Bay
Attn Lourdes Rodriguez
120 Malabar Rd Se
Palm Bay FL 32907

A daily publication by:



ACCOUNTS

STATE OF FLORIDA
COUNTY OF BREVARD

Before the undersigned authority personally appeared KATHY CICALA, who on oath says that she is LEGAL ADVERTISING SPECIALIST of the FLORIDA TODAY a newspaper published in Brevard County Florida that the attached copy of advertising being a

LEGAL NOTICE

Ad # (294566	\$	232.47	the matter of:
Acct. # (6CI213)		
CITY OF PALM BAY				
the		Court		NOTICE OF PUBLIC HEARING
FEBRUARY 7, 2013				

as published in the FLORIDA TODAY in the issue(s) of:

January 28, 2013

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County Florida, and that the said newspaper has heretofore been continuously published in said Brevard County Florida, regularly as stated above and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper

Kathy Cicala
(Signature of Affiant)

28th day of January 2013

Mary Griffin
(Signature of Notary Public)

Mary Griffin

(Name of Notary Typed, Printed Stamped)

Sworn to and subscribed before this

BY: [Signature]
NOTARY PUBLIC
[Signature]

AD#294566, 01/28/2013
CITY OF PALM BAY, FLORIDA
NOTICE OF PUBLIC HEARING
Notice I hereby give that the City Council of the City of Palm Bay, Florida, will hold public hearings for the purpose of enacting Ordinance Nos. 2013-07, 2013-08, and 2013-09, at City Hall, 120 Malabar Road, SE, Palm Bay, Florida, on February 7, 2013, at 7:00 P.M., filed as shown:
ORDINANCE NO. 2013-07
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 14, BLOCK 2352, PORT MALABAR UNIT 146, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGE 5, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND ILLEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.
ORDINANCE NO. 2013-08
AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, REPEALING ORDINANCE NO. 2012-15, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO CARBOLISIC CORPORATION, 2485 PALMA BAY ROAD, NE, PALM BAY, FL 32909, SPECIFYING THE ITEMS EXEMPTED; PROVIDING THE EXPIRATION DATE OF THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012, FLORIDA STATUTES; PROVIDING FOR AN ANNUAL REPORT BY CARBOLISIC CORPORATION; PROVIDING FOR A REVOCATION CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.
ORDINANCE NO. 2013-09
AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2013 BUDGET BY APPROPRIATING CERTAIN MONIES AND ALLOCATING SUCH APPROPRIATIONS AS FOLLOWS: GENERAL FUND CAPITAL LEASE; GENERAL FUND UNDESIGNATED FUND BALANCE TO CAPITAL IMPROVEMENT FUND; TO GENERAL FUND PERSONAL SERVICES AND OPERATING EXPENSES; OTHER FUNDS UNDESIGNATED FUND BALANCES TO PERSONAL SERVICES; RECOGNIZING THAT SUCH APPROPRIATIONS MUST BE MADE PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF PALM BAY, CHAPTER 13, ADOPTING, RATIFYING, CONFIRMING, AND VALIDATING THE ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.
The undersigned authority, at the meeting held on this date, has read the printed draft(s) of the ordinance(s) and the ordinance(s) may be inspected by the public from 8:30 A.M. to 5:00 P.M. on weekdays in the Office of the City Clerk, City Hall, 120 Malabar Road, SE, Palm Bay, Florida.
If an individual desires to appeal a decision made by the City Council with respect to any matter considered at this meeting, a record of the proceeding will be required and the individual will need to appear in person at the meeting to present and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceeding in verbal form.
All are Passmore CMC
City Clerk

Personally Known or Produced Identification _____
Type Identification Produced: _____

49 26 13

ORDINANCE NO. 2013-63

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, REPEALING ORDINANCE NO. 2013-08 WHICH GRANTED AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO CARBOLOSIC CORPORATION, 2485 PALM BAY ROAD NE, PALM BAY, FL 32905; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in February 2013, Carbolosic Corporation applied to the City of Palm Bay for an economic development ad valorem tax exemption for proposed new business personal property and facility upgrades at 2485 Palm Bay Road NE, Palm Bay, Florida, and

WHEREAS, the City of Palm Bay enacted Ordinance No. 2013-08 granting the ad valorem tax exemption, and

WHEREAS, the leasing of 2485 Palm Bay Road NE has been terminated effective June 2013 and proposed 70 jobs were not created, and

WHEREAS, the company does not meet the requirements of the Ad Valorem Tax Exemption Program, and

WHEREAS, Ordinance No. 2013-08 provides that the City Council may adopt an ordinance repealing the ad valorem tax exemption at the request of the city manager.

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 repeals Ordinance No. 2013-08, enacted on February 7, 2013, in its entirety.

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

Read in title only at Meeting No. 2013- , held on , 2013; and read in title only and duly enacted at Meeting No. 2013- , held on , 2013.

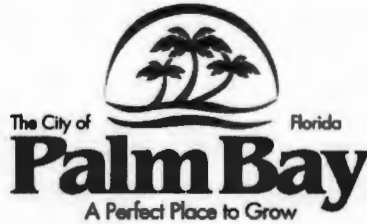
William Capote, MAYOR

ATTEST:

Alice Passmore, CITY CLERK

cc: Carbolosic Corporation
Economic Development Commission of Florida's Space Coast
Greater Palm Bay Chamber of Commerce
Edyie McCall, Business Development Administrator (2 certified copies)

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: Elia Twigg, P.E., Public Works Director

DATE: December 19, 2013

RE: Consideration of Fertilizer Ordinance

Based on Council direction, staff has prepared a Fertilizer Ordinance for consideration. The Florida Department of Environment Protection (FDEP) model ordinance is the basis of the Ordinance modified as follows:

- Stipulates no phosphorous without a soil test;
- Stipulates a fertilizer free zone of 10 feet next to all bodies of water (as defined by FDEP (Chapter 62-340, Florida Administrative Code)); and,
- Two written warnings are provided to violators prior to application of the fine.

Staff efforts will primarily be directed towards education and awareness. If staff becomes aware of a violation (such as through a neighbor's complaint), staff will make contact with the violator. This will primarily be accomplished through the Public Works Department.

Following Council approval of the initial reading of a Fertilizer Ordinance, it will be transmitted to the Florida Department of Environmental Protection for review and comment. FDEP's comments will be provided to Council as part of the final hearing of the Ordinance.

Also attached for information is the Brevard County Commission agenda package regarding reconsideration of their fertilizer ordinance on December 17, 2013.

FISCAL IMPACT:

The proposed Ordinance may affect some lawn service businesses that are not already in compliance. However, most local jurisdictions are enacting some version of the Ordinance so that compliance will most likely be required throughout the County.

Mayor and Council: Fertilizer Ordinance
December 19, 2013
Page 2

Staff does not anticipate adding any resources to enforce the ordinance.

RECOMMENDATION:

Motion to adopt the Ordinance.

ET/tjl

Attachments: 1) 12/17/13 Brevard County Commission Agenda, Item III.A.2
2) Ordinance

Meeting Date
December 17, 2013



AGENDA	
Section	Consent
Item No.	III.A.2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Legislative Intent & Permission to Advertise –Amendments to Article VII – Fertilizer Ordinance
DEPT/OFFICE:	Natural Resources Management Department

Requested Action:

It is requested that the Board: 1) approve legislative intent to consider amendments to Brevard County Code Chapter 46, Environment, Amending Article VII, Entitled “Fertilizer Use on Urban Landscape.”; and 2) direct staff to schedule a public hearing and notify the public.

Summary Explanation & Background:

On October 17, 2013, in light of the catastrophic decline of the Indian River Lagoon System, the Board unanimously directed staff to bring back the Fertilizer Use on Urban Landscape ordinance for the Board to consider elements that would further reduce the harmful impacts of excess fertilizer on the Lagoon. In keeping with the Local Planning Agency’s (LPA) 2012 recommendations and community input, staff is presenting the LPA recommendations for the Board’s reconsideration. These recommendations are as follows:

On October 29, 2012, the LPA considered a draft ordinance which contains local provisions to the State Model Ordinance. After hearing public comment, the LPA voted to recommend to the Board of County Commissioners the following additional modifications to the State’s Model Ordinance:

1. No fertilizer containing phosphorous shall be applied to turf or landscape plants in Brevard County unless a soil or plant tissue deficiency is verified by a University of Florida, Institute of Food and Agriculture Sciences, approved testing methodology.
2. The nitrogen content of fertilizer applied to turf or landscape plants within Brevard County shall contain at least 50% slow release nitrogen per guaranteed analysis label.
3. Prohibit fertilizer application during the restricted application period of June 1 through September 30, by enacting a prohibition during this period, consistent with more than 50 other localities in Florida, except where necessary to establish newly planted turf or landscape plants.
4. Increase the width of the fertilizer free zone from 10 to 15 feet along waterways and delete the 3 feet exception for application with equipment that has a visible and sharply defined edge.
5. Increase the width of the voluntary low maintenance zone from 10 to 15 feet.

These elements are set forth in the proposed amendments and provided in Attachment 1.

On December 11, 2012, the Board of County Commissioners adopted a fertilizer ordinance substantially in the form of the State Model Ordinance. The Current County ordinance is provided as Attachment 2.

Staff is requesting that the Board approve the public hearing for February 13, 2014, at 1:00pm and authorize staff to advertise the attached proposed Ordinance for Board consideration.

Fiscal Impact: FY 13-14 Up to \$80,000 for additional educational resources for Brevard County Extension
FY 14-15 No net change from previous fiscal year (recurring expense)

Name: Ernest Brown (52439) or Virginia Barker (52435) Natural Resources Management Department, 633-2016

Clerk to the Board instruction: **No action- this agenda is legislative intent only**

Exhibits Attached: **Att. 1) Proposed Amendments Att. 2) Existing Ordinance**

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Deputy County Manager	Stockton Whitten		Department Director / Extension				
Howard Tipton	Assistant County Manager	Mel Scott		Ernest Brown/52016				

ORDINANCE 2013-_____

AN ORDINANCE OF BREVARD COUNTY, FLORIDA AMENDING CHAPTER 46, ARTICLE VIII FERTILIZER USE ON URBAN LANDSCAPE; SPECIFICALLY PROVIDING FOR THE REGULATION OF POLLUTANT RUNOFF AND THE APPLICATION OF FERTILIZERS AS REQUIRED BY LAW; AMENDING SEC. 46-336 DEFINITIONS; AMENDING SEC. 46-338 TIMING OF FERTILIZER APPLICATION; AMENDING SEC. 46-339 FERTILIZER FREE ZONE; AMENDING SEC. 46-340 LOW MAINTENANCE ZONE; AMENDING SEC. 46-341 FERTILIZER CONTENT AND APPLICATION RATES; PROVIDING FOR RESOLUTION OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE AND AN EFFECTIVE DATE.

WHEREAS, the County is authorized by the Florida Constitution and the provisions of Chapters 125, 163 and 403, Florida Statutes to establish and administer programs for stormwater management including the control of pollutants entering the County's stormwater system; and

WHEREAS, the United States Environmental Protection Agency, pursuant to 40C.F.R. §122.26, and the Florida Department of Environmental Protection pursuant to 33 U.S.C. § 1342(b), have mandated, through the issuance of a National Pollution Discharge Elimination System Generic Permit for discharges from Phase II Municipal Separate Storm Sewer Systems, that the County must establish legal authority to control discharges to the County's municipal separate storm sewer system in order to control the quality of discharges from the County's municipal separate storm sewer system to surface waters of the State; and

WHEREAS, the Florida Department of Environmental Protection has documented impairments, pursuant to Section. 403.067, F.S., within the surface waters of the County and has established pollutant load limits in the form of Total Maximum Daily Loads (TMDLs) which

require the County to reduce pollutant loads discharged from the County’s stormwater system and;

WHEREAS, Section 403.9337, F.S. requires a county government or municipal government located within the watershed of a water body or water segment that is listed by the Department of Environmental Protection as impaired to adopt at a minimum the model ordinance “Florida Friendly Fertilizer Use on Urban Landscapes”; and

WHEREAS, the Florida Department of Environmental Protection will provide pollutant load reduction credit to the County toward meeting mandated Total Maximum Daily Load Program Reductions for adoption and enforcement of code provisions directed at reducing such loadings from the use of fertilizer; and

WHEREAS, the County has satisfied the criteria set forth in Section 403.9337(2), F.S., as required to adopt more stringent standards than the model ordinance; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, hereby determines that the adoption of such an ordinance to reduce pollutant runoff into Brevard County waterways serves the public, safety, health and welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA that:

SECTION 1. Section 46-336. Definitions. is hereby amended as follows:

For this Article, the following terms shall have the meanings set forth in this section unless the context clearly indicates otherwise.

Administrator means county manager or designee authorized to administer and enforce the provisions of this Article.

Application or *apply* means the actual physical deposit of fertilizer to turf, specialized turf, or landscape plants.

Applicator means any person who applies fertilizer on turf and/or landscape plants in Brevard County.

Board means the Board of Commissioners of Brevard County, Florida.

Best management practices mean turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

Brevard County approved best management practices training program means a training program approved pursuant to Section 403.9338, F.S., or any more stringent requirements set forth in this Article that includes the most current version of the Florida Department of Environmental Protection’s “Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008,” as revised, and approved by the administrator.

Code enforcement officer, official, or inspector means any designated employee or agent of Brevard County whose duty it is to enforce codes and ordinances enacted by Brevard County.

Commercial fertilizer applicator, except as provided in Section 482.1562(9), F.S., means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.

Fertilize, fertilizing, or fertilization means the act of applying fertilizer to turf, specialized turf, or landscape plants.

Fertilizer means any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

Guaranteed analysis means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

Institutional applicator means any person, other than a private, non-commercial or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional Applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

Landscape plant means any native or exotic tree, shrub, or groundcover (excluding turf).

Low maintenance zone means an area a minimum of ~~ten (10)~~ fifteen (15) feet wide adjacent to surface waters which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

Person means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

Prohibited application period means the time period during which a Flood Watch or Warning, or a Tropical Storm Watch or Warning, or a Hurricane Watch or Warning is in effect for any portion of Brevard County, issued by the National Weather Service, or if heavy rain is likely.

Restricted application period means June 1 to September 30

Saturated soil means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this ordinance, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

Slow release, controlled release, timed release, slowly available, or water insoluble nitrogen means nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.

Surface waters as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) means waters on the surface of the earth, contained in bounds created naturally or artificially, including , the Atlantic Ocean, bays, bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments, rivers, streams, springs, creeks, branches, sloughs, tributaries, canals, and ditches.

Turf, sod, or lawn means a piece of grass-covered soil held together by the roots of the grass.

Urban landscape means pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in Section 570.02 F.S.

SECTION 2. Section 46-338. Timing of fertilizer application. is hereby amended as follows:

No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the prohibited application period, or to saturated soils. In addition no fertilizer containing nitrogen or phosphorus shall be applied to turf or landscape plants during the restricted application period, defined as June 1 to September 30 except as is necessary to establish newly planted turf and/or landscape plants in accordance with University of Florida turf establishment recommendations.

SECTION 3. Section 46-339. Fertilizer free zone. is hereby amended as follows:

Fertilizer shall not be applied within ~~ten (10)~~ fifteen (15) feet of any surface waters, pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or within ~~10-15~~ feet from the top of a seawall. ~~If a deflector shield, drop spreader, or liquid applicator with a visible and sharply defined edge is used in these areas, a minimum of 3 feet shall be maintained.~~ Newly planted turf and/or landscape plants may be fertilized in this Zone for a sixty (60) day period beginning 30 days after planting if needed to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients into the water. The requirements of Section 46-338 above also apply to newly planted turf and landscape plants.

SECTION 4. Section 46-340. Low maintenance zone. is hereby amended as follows:

A voluntary ~~ten (10)~~ fifteen (15) foot low maintenance zone is strongly recommended, but not mandated, from any surface waters, pond, stream, watercourse, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. No mowed or cut vegetative material should be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone.

SECTION 5. Section 46-341. Fertilizer content and application rates. is hereby amended as follows:

- a. Only “No Phosphate Fertilizer” or “Low Phosphate Fertilizer” as defined in Rule 5E-1.003(2) may be applied to turf or landscape plants in Brevard County without a soil or plant tissue deficiency as verified by a University of Florida, Institute of Food and Agriculture Sciences, approved testing methodology. In the case that a deficiency has been verified, the application of a fertilizer containing phosphorous shall be in accordance with the rates and directions provided by Rule 5E-1.003(2), Florida Administrative Code. Deficiency verification shall be no more than two (2) years old. However, recent application of compost, manure, or top soil shall warrant more recent testing to verify current deficiencies.
- b. The nitrogen content of fertilizer applied to turf or landscape plants within Brevard County shall contain slow release, controlled release, timed release, slowly available, or water insoluble nitrogen per guaranteed analysis label of not less than 50%. Newly planted turf and/or landscape plants may be fertilized with less than other rate of release products for a sixty (60) day period beginning 30 days after planting if needed to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients in the water.
- c. Fertilizers applied to turf within Brevard County shall be applied at rates that are in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, *Labeling Requirements For Urban Turf Fertilizers*.
- d. Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first 30 days after seeding or sodding,

except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the Stormwater Pollution Prevention Plan for that site.

- e. Where golf courses, parks and athletic fields are subject to and implementing Best Management Practices as prescribed in Rule 5E-1003(2)(d) F.A.C., they shall be exempt from this Section,

SECTION 6. Conflicting Provisions. In the case of a direct conflict between any provision of this Ordinance and a portion or provision of any other appropriate federal, state or county law, rule, code or regulation, the more restrictive shall apply.

SECTION 7. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 8. Inclusion in code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Brevard County, Florida; and that the sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 9. Effective date. A certified copy of this ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment. This ordinance shall take effect upon adoption and filing as required by law.

DONE, ORDERED AND ADOPTED in regular session this _____ day of _____, 2013.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

By: _____
Mary Bolin Lewis, Chairman
As approved by the Board _____

Reviewed for form and content by:

Christine Lepore, Assistant County Attorney



BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

**INTER-OFFICE
MEMORANDUM**

TO: Board of County Commissioners
FROM: Ernest N. Brown, Director, Natural Resources Management Office
SUBJECT: October 29, 2012 Local Planning Agency Recommendations for the Proposed Revisions to Brevard County Code Chapter 46, Environment, Creating Article VII, Entitled "Fertilizer Use on Urban Landscape"
DATE: December 11, 2012

During the October 29, 2012 Public Hearing, the LPA considered a draft ordinance which contained the following local provisions to the model ordinance:

- a. No fertilizer containing phosphorous shall be applied to turf or landscape plants in Brevard County unless a soil or plant tissue deficiency is verified by a University of Florida, Institute of Food and Agriculture Sciences, approved testing methodology.
- b. The nitrogen content of fertilizer applied to turf or landscape plants within Brevard County shall contain at least 50% slow release nitrogen per guaranteed analysis label.
- c. It is recommended that no fertilizer containing nitrogen or phosphorus be applied to turf or landscape plants during the restricted application period, defined as June 1 to September 30.

After hearing public comment, the LPA voted to recommend to the Board of County Commissioners the following additional modifications to the State's model ordinance:

1. Strengthen the recommendation to prohibit fertilizer application during the restricted application period of June 1 through September 30, by enacting a prohibition during this period, consistent with more than 50 other localities in Florida, except where necessary to establish newly planted turf or landscape plants.
2. Increase the width of the fertilizer free zone from 10 ft to 15 ft along waterways and delete the 3 ft exception for application with equipment that has a visible and sharply defined edge.
3. Increase the width of the voluntary low maintenance zone from 10 to 15 feet.

Should the Board of County Commissioners desire to consider the LPA recommendations, the following codification modifications will be necessary as indicated by strike-through and underline to the specified sections of the proposed ordinance language below:

SECTION 4. Section 46-338. Timing of fertilizer application. is hereby created as follows:

No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the prohibited application period, or to saturated soils. In addition, ~~it is recommended that~~ no fertilizer containing nitrogen or phosphorus shall be applied to turf or landscape plants during the restricted application period, defined as June 1 to September 30 except as is necessary to establish newly planted turf and/or landscape plants in accordance with University of Florida turf establishment recommendations.

SECTION 5. Section 46-339. Fertilizer free zone. is hereby created as follows:

Fertilizer shall not be applied within ~~ten (10)~~ fifteen (15) feet of any surface waters, pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or within ~~10~~ 15 feet from the top of a seawall. ~~If a deflector shield, drop spreader, or liquid applicator with a visible and sharply defined edge is used in these areas, a minimum of 3 feet shall be maintained.~~ Newly planted turf and/or landscape plants may be fertilized in this Zone for a sixty (60) day period beginning 30 days after planting if needed to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients.

SECTION 6. Section 46-340. Low maintenance zone. is hereby created as follows:

A voluntary ~~ten (10)~~ fifteen (15) foot low maintenance zone is strongly recommended, but not mandated, from any surface waters, pond, stream, watercourse, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. No mowed or cut vegetative material should be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone.

ORDINANCE 2012- 37

AN ORDINANCE OF THE BREVARD COUNTY, FLORIDA AMENDING CHAPTER 46, ENVIRONMENT, CREATING ARTICLE VIII, ENTITLED "FERTILIZER USE ON URBAN LANDSCAPE"; SPECIFICALLY PROVIDING FOR THE REGULATION OF POLLUTANT RUNOFF AND THE APPLICATION OF FERTILIZERS AS REQUIRED BY LAW; CREATING SECTION 46-335 PURPOSE AND INTENT; SECTION 46-336 DEFINITIONS; SECTION 46-337 APPLICABILITY; SECTION 46-338 TIMING OF FERTILIZER APPLICATION; SECTION 46-339 FERTILIZER FREE ZONE; SECTION 46-340 LOW MAINTENANCE ZONE; SECTION 46-341 FERTILIZER CONTENT AND APPLICATION RATES; SECTION 46-342 APPLICATION PRACTICES; SECTION 46-343 MANAGEMENT OF GRASS CLIPPINGS AND VEGETATIVE MATTER; SECTION 46-344 EXEMPTIONS; SECTION 46-345 TRAINING; SECTION 46-346 LICENSING OF COMMERCIAL APPLICATORS; SECTION 46-347 ENFORCEMENT AND MONITORING; SECTION 46-348 PENALTY; ADDITIONAL REMEDIES; SECTION 46-349 APPEALS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY;; PROVIDING FOR INCLUSION IN CODE AND AN EFFECTIVE DATE.

WHEREAS, the County is authorized by the Florida Constitution and the provisions of Chapters 125, 163 and 403, Florida Statutes to establish and administer programs for stormwater management including the control of pollutants entering the County's stormwater system; and

WHEREAS, the United States Environmental Protection Agency, pursuant to 40C.F.R. §122.26, and the Florida Department of Environmental Protection pursuant to 33 U.S.C. § 1342(b), have mandated, through the issuance of a National Pollution Discharge Elimination System Generic Permit for discharges from Phase II Municipal Separate Storm Sewer Systems, that the County must establish legal authority to control discharges to the County's municipal separate storm sewer system in order to control the quality of discharges from the County's municipal separate storm sewer system to surface waters of the State; and

WHEREAS, the Florida Department of Environmental Protection has documented impairments, pursuant to Section. 403.067, F.S., within the surface waters of the County and has established pollutant load limits in the form of Total Maximum Daily Loads (TMDLs) which

require the County to reduce pollutant loads discharged from the County's stormwater system and;

WHEREAS, Section 403.9337, F.S. requires a county government or municipal government located within the watershed of a water body or water segment that is listed by the Department of Environmental Protection as impaired to adopt at a minimum the model ordinance "Florida Friendly Fertilizer Use on Urban Landscapes"; and

WHEREAS, the Florida Department of Environmental Protection will provide pollutant load reduction credit to the County toward meeting mandated Total Maximum Daily Load Program Reductions for adoption and enforcement of code provisions directed at reducing such loadings from the use of fertilizer; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, hereby determines that the adoption of such an ordinance to reduce pollutant runoff into Brevard County waterways serves the public, safety, health and welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA that:

SECTION 1. Section 46-335. Purpose and intent. is hereby created as follows:

This Ordinance regulates and promotes the proper use of fertilizers by any applicator; requires proper training of commercial and institutional fertilizer applicators; establishes training and licensing requirements; establishes a prohibited application period; specifies allowable fertilizer application rates and methods; fertilizer-free zones; low maintenance zones; and exemptions. The Ordinance requires the use of best management practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on Brevard County natural and constructed stormwater conveyances and surface waters. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of Brevard County residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.

SECTION 2. Section 46-336. Definitions. is hereby created as follows:

For this Article, the following terms shall have the meanings set forth in this section unless the context clearly indicates otherwise.

Administrator means county manager or designee authorized to administer and enforce the provisions of this Article.

Application or *apply* means the actual physical deposit of fertilizer to turf, specialized turf, or landscape plants.

Applicator means any person who applies fertilizer on turf and/or landscape plants in Brevard County.

Board means the Board of Commissioners of Brevard County, Florida.

Best management practices mean turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

Brevard County approved best management practices training program means a training program approved pursuant to Section 403.9338, F.S., or any more stringent requirements set forth in this Article that includes the most current version of the Florida Department of Environmental Protection's "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008," as revised, and approved by the administrator.

Code enforcement officer, official, or inspector means any designated employee or agent of Brevard County whose duty it is to enforce codes and ordinances enacted by Brevard County.

Commercial fertilizer applicator, except as provided in Section 482.1562(9), F.S., means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.

Fertilize, fertilizing, or fertilization means the act of applying fertilizer to turf, specialized turf, or landscape plants.

Fertilizer means any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

Guaranteed analysis means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

Institutional applicator means any person, other than a private, non-commercial or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional Applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

Landscape plant means any native or exotic tree, shrub, or groundcover (excluding turf).

Low maintenance zone means an area a minimum of ten (10) feet wide adjacent to surface waters which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

Person means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

Prohibited application period means the time period during which a Flood Watch or Warning, or a Tropical Storm Watch or Warning, or a Hurricane Watch or Warning is in effect for any portion of Brevard County, issued by the National Weather Service, or if heavy rain is likely.

Saturated soil means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this ordinance, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

Slow release, controlled release, timed release, slowly available, or water insoluble nitrogen means nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.

Surface waters as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) means waters on the surface of the earth, contained in bounds created naturally or artificially, including, the Atlantic Ocean, bays, bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments, rivers, streams, springs, creeks, branches, sloughs, tributaries, canals, and ditches.

Turf, sod, or lawn means a piece of grass-covered soil held together by the roots of the grass.

Urban landscape means pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in Section 570.02 F.S.

SECTION 3. Section 46-337. **Applicability.** is hereby created as follows:

This Ordinance shall be applicable to and shall regulate any and all applicators of fertilizer and areas of application of fertilizer within the unincorporated areas of Brevard County, unless such applicator is specifically exempted by the terms of this Ordinance from the regulatory provisions of this Ordinance. This Ordinance shall be prospective only, and shall not impair any existing contracts.

SECTION 4. Section 46-338. **Timing of fertilizer application.** is hereby created as follows:

No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the prohibited application period, or to saturated soils.

SECTION 5. Section 46-339. **Fertilizer free zone.** is hereby created as follows:

Fertilizer shall not be applied within ten (10) feet of any surface waters, pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or within 10 feet from the top of a seawall. If a deflector shield, drop spreader, or liquid applicator with a visible and sharply defined edge is used in these areas, a minimum of 3 feet shall be maintained. Newly planted turf and/or landscape plants may be fertilized in this Zone for a sixty (60) day period beginning 30 days after planting if needed to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients into the water. The requirements of Section 46-338 above also apply to newly planted turf and landscape plants.

SECTION 6. Section 46-340. **Low maintenance zone.** is hereby created as follows:

A voluntary ten (10) foot low maintenance zone is strongly recommended, but not mandated, from any surface waters, pond, stream, watercourse, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. No mowed or cut vegetative material should be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone.

SECTION 7. Section 46-341. **Fertilizer content and application rates.** is hereby created as follows:

- a. Only "No Phosphate Fertilizer" or "Low Phosphate Fertilizer" as defined in Rule 5E-1.003(2) may be applied to turf or landscape plants in Brevard County without a soil or plant tissue deficiency as verified by a University of Florida, Institute of Food and Agriculture Sciences, approved testing methodology. In the case that a deficiency has been verified, the application of a fertilizer containing phosphorous shall be in accordance with the rates and directions provided by Rule 5E-1.003(2), Florida Administrative Code. Deficiency verification shall be no more than two (2) years old. However, recent application of compost, manure, or top soil shall warrant more recent testing to verify current deficiencies.

- b. The nitrogen content of fertilizer applied to turf or landscape plants within Brevard County shall contain slow release, controlled release, timed release, slowly available, or water insoluble nitrogen per guaranteed analysis label. Newly planted turf and/or landscape plants may be fertilized with less than other rate of release products for a sixty (60) day period beginning 30 days after planting if needed to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients in the water.
- c. Fertilizers applied to turf within Brevard County shall be applied at rates that are in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, *Labeling Requirements For Urban Turf Fertilizers*.
- d. Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first 30 days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the Stormwater Pollution Prevention Plan for that site.
- e. Where golf courses, parks and athletic fields are subject to and implementing Best Management Practices as prescribed in Rule 5E-1003(2)(d) F.A.C., they shall be exempt from this Section,

SECTION 8. Section 46-342. Application practices. is hereby created as follows:

- a. Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones, surface waters and water bodies, including wetlands.
- b. Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.
- c. Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.
- d. In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

SECTION 9. Section 46-343. Management of grass clippings and vegetative matter. is hereby created as follows:

In no case shall grass clippings, vegetative material, and/or vegetative debris be washed, swept, or blown off into surface waters, stormwater drains, ditches, conveyances, watercourses, water

bodies, wetlands, sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.

SECTION 10. Section 46-344. Exemptions. is hereby created as follows:

The provisions set forth above in this Ordinance shall not apply to:

- a. Bona fide farm operations as defined in the Florida Right to Farm Act, Section 823.14, Florida Statutes;
- b. Any lands used for scientific research supported by an accredited institution of higher learning or a government entity, including, but not limited to, research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or horticulture.

SECTION 11. Section 46-345. Training. is hereby created as follows:

- a. Prior to January 1, 2014, all commercial and institutional applicators of fertilizer within the incorporated and unincorporated area of Brevard County, shall abide by and successfully complete the six-hour training program in the "*Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries*" offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program, or an approved equivalent.
- b. Private, non-commercial applicators are encouraged to follow the recommendations of the University of Florida IFAS Florida Yards and Neighborhoods program when applying fertilizers.

SECTION 12. Section 46-346. Commercial and institutional applicators. is hereby created as follows:

- a. After December 31, 2013, all commercial applicators of fertilizer within the incorporated and unincorporated area of Brevard County, shall abide by and have successfully completed training and continuing education requirements in the "*Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries*", offered by the Florida Department of Environmental Protection through the University of Florida IFAS "Florida-friendly Landscapes" program, or an approved equivalent program, prior to obtaining a business tax receipt for any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial fertilizer applicators shall provide proof of completion of the program to the Brevard County's Tax Collector's office upon application or renewal of business tax receipt.
- b. After December 31, 2013, all commercial applicators of fertilizer within the unincorporated area of Brevard County, shall have and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of

Agriculture and Consumer Services as a commercial fertilizer applicator pursuant to Rule 5E-14.117(18), Florida Administrative Code.

- c. Institutional Applicators who apply fertilizer to turf and/or landscape plants (including but not limited to residential lawns, golf courses, commercial properties, and multi-family and condominium properties) must ensure that at least one employee has a "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries" training certificate prior to the business owner obtaining a business tax receipt. Owners for any category of occupation which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program to the Brevard County's Tax Collector's Office.

SECTION 13. Section 46-347. Enforcement and monitoring. is hereby created as follows:

Fines collected shall be deposited in a trust dedicated to fulfill the purposes of this section. Funds generated by penalties imposed under this section shall be used by the County for the administration and enforcement of Section 403.9337, F.S., and the corresponding sections of this ordinance, and to further water conservation and nonpoint pollution prevention activities.

SECTION 14. Section 46-348. Penalty; additional remedies. is hereby created as follows:

Penalties for violations of this division shall be as specified in Section 125.69, F.S., Chapter 162, F.S., section 1-7, Code of Ordinances of Brevard County, Florida, or any other appropriate remedy provided by law. The County may seek enforcement action against both the owner of record and any person or entity responsible for carrying out any prohibited action. The provisions of this section are an additional and supplemental means of enforcing County codes and ordinances. Nothing in this section shall prohibit the County from enforcing this Code by injunctive relief, or by any other means provided by law.

SECTION 15. Section 46-349. Appeals. is hereby created as follows:

Appeals relating to any administrative decision or determination concerning implementation or application of the provisions of this Division shall be filed in writing within 30 calendar days after the decision is rendered by the Administrator. Requests for appeals will be considered by the county manager.

SECTION 16. Conflicting Provisions. In the case of a direct conflict between any provision of this Ordinance and a portion or provision of any other appropriate federal, state or county law, rule, code or regulation, the more restrictive shall apply.

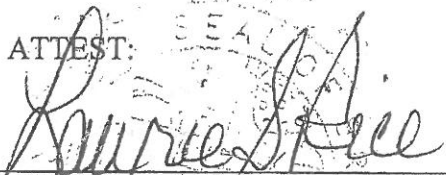
SECTION 17. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 18. Inclusion in code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Brevard County, Florida; and that the sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 19. Effective date. A certified copy of this ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment. This ordinance shall take effect upon adoption and filing as required by law. For Commercial and Institutional applicators the dates required for compliance are stipulated in Sections 11 and 12. Enforcement of all other requirements will begin six months after the effective date to facilitate implementation of and education about this Ordinance.

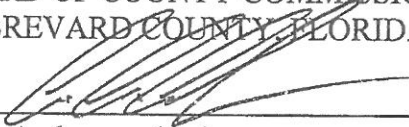
DONE, ORDERED AND ADOPTED in regular session this 11 day of December, 2012.

ATTEST:

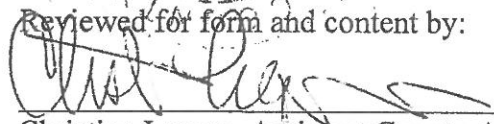


Laurie S. Rice,
Chief Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Andy Anderson, Chairman
As approved by the Board on December 11, 2012

Reviewed for form and content by:


Christine Lepore, Assistant County Attorney

ORDINANCE NO. 2013-64

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, ESTABLISHING FERTILIZER APPLICATION REQUIREMENTS; PROVIDING FOR THE REGULATION OF POLLUTANT RUNOFF AND THE APPLICATION OF FERTILIZERS AS REQUIRED BY LAW; 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.

WHEREAS, the City Council of the City of Palm Bay is authorized by the Florida Constitution and the provisions of Chapters 166 and 403, Florida Statutes, to establish and administer programs for environmental control including the introduction of pollutants, to include excessive nutrients, from entering the surface and ground waters within the boundaries of Palm Bay, and

WHEREAS, the United States Environmental Protection Agency, pursuant to 40C.F.R, Section 122.26, and the Florida Department of Environmental Protection pursuant to 33 U.S.C., Section 1342(b), have mandated, through the issuance of a National Pollution Discharge Elimination System Generic Permit for discharges from Phase II Municipal Separate Storm Sewer Systems, that the City must establish legal authority to control discharges to the City's municipal separate storm sewer system in order to control the quality of discharges from the City's municipal separate storm sewer system to surface waters of the State, and

WHEREAS, the Florida Department of Environmental Protection has documented impairments, pursuant to Section 403.067, F.S., within the surface waters of the city and has established pollutant load limits in the form of Total Maximum Daily Loads (TMDLs) which require the city to reduce pollutant loads discharged from the City's stormwater system, and

WHEREAS, Section 403.9337, Florida Statutes, requires a county government or municipal government located within the watershed of a water body or water segment that is listed by the Department of Environmental Protection as impaired to adopt at a minimum the model ordinance "Florida Friendly Fertilizer Use on Urban Landscapes", and

WHEREAS, the Florida Department of Environmental Protection will provide pollutant load reduction credit to the City toward meeting mandated Total Maximum Daily Load Program Reductions for adoption and enforcement of code provisions directed at reducing such loadings from the use of fertilizer, and

WHEREAS, the City Council of the City of Palm Bay hereby determines that the use of fertilizers on lands within Palm Bay creates a risk to contributing to adverse effects on surface and ground water, adopts such an ordinance to reduce pollutant runoff and seepage into city surface and ground water serves the public, safety, health and welfare of its citizens.

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

SECTION 1. Purpose and Intent.

A. This Ordinance regulates and promotes the proper use of fertilizers by any applicator; requires proper training of commercial and institutional fertilizer applicators; establishes training and licensing requirements; establishes a prohibited application period; specifies allowable fertilizer application rates and methods; fertilizer-free zones; low maintenance zones; and exemptions.

B. This Ordinance requires the use of Best Management Practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on Palm Bay's natural and constructed stormwater conveyances, ponds, canals, creeks, estuaries and other water bodies. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of Palm Bay residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater and drainage conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.

SECTION 2. Definitions.

For the purpose of this ordinance, the following terms shall have the meanings set forth unless the context clearly indicates otherwise:

ADMINISTRATOR. City manager or designee authorized to administer and enforce the provisions of this ordinance.

APPLICATION or APPLY. The actual physical deposit of fertilizer to turf, specialized turf, or landscape plants.

APPLICATOR. any person who applies fertilizer on turf and/or landscape plants in the City of Palm Bay.

BEST MANAGEMENT PRACTICES. Turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

CODE ENFORCEMENT OFFICER, OFFICIAL, or INSPECTOR. Any designated employee or agent of the City of Palm Bay whose duty it is to enforce codes and ordinances enacted by the City of Palm Bay.

COMMERCIAL FERTILIZER APPLICATOR, except as provided in Section 482.1562(9), Florida Statutes. Any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.

FERTILIZE, FERTILIZING, or FERTILIZATION. The act of applying fertilizer to turf, specialized turf, or landscape plants.

FERTILIZER. Any substance or mixture of substances that contains one (1) or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

GUARANTEED ANALYSIS. The percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

INSTITUTIONAL APPLICATOR. Any person, other than a private, non-commercial or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

LANDSCAPE PLANT. Any native or exotic tree, shrub, or groundcover (excluding turf).

LOW MAINTENANCE ZONE. An area a minimum of ten (10) feet wide adjacent to surface waters which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

PASTURE. Land used for livestock grazing that is managed to provide feed value.

PERSON. Any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

PROHIBITED APPLICATION PERIOD. The time period during which a flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of Brevard County, issued by the National Weather Service, or if heavy rain is expected.

SATURATED SOIL. A soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this ordinance, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

SLOW RELEASE, CONTROLLED RELEASE, TIMED RELEASE, SLOWLY AVAILABLE, or WATER INSOLUBLE NITROGEN. Nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.

SURFACE WATERS as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code). Waters on the surface of the earth, contained in bounds created naturally or artificially, including, the Atlantic Ocean, bays, bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments, rivers, streams, springs, creeks, branches, sloughs, tributaries, canals, and ditches.

TURF, SOD, or LAWN. A piece of grass-covered soil held together by the roots of the grass.

URBAN LANDSCAPE. Pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in Section 570.02 Florida Statutes.

SECTION 3. Applicability

This ordinance shall be applicable to and shall regulate any and all applicators of fertilizer and areas of application of fertilizer within the City of Palm Bay, unless such applicator is specifically exempted by the terms of this ordinance from the regulatory provisions of this ordinance. This ordinance shall be prospective only and shall not impair any existing contracts.

SECTION 4. Timing of Fertilizer Application.

No Applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the prohibited application period or to saturated soils.

SECTION 5. Fertilizer Free Zone.

Fertilizer shall not be applied within ten (10) feet of any surface waters, pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or within ten (10) feet from the top of a seawall. Newly planted turf and/or landscape plants may be fertilized in this zone for a sixty (60) day period beginning thirty (30) days after planting if needed to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients into the water. The requirements of Section 4 also apply to newly planted turf and landscape plants.

SECTION 6. Low Maintenance Zone.

A voluntary ten (10) foot low maintenance zone is strongly recommended, but not mandated, from any surface waters, pond, stream, watercourse, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. No mowed or cut vegetative material should be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone.

SECTION 7. Fertilizer Content and Application Rates.

A. "No phosphate fertilizer" or "low phosphate fertilizer" as defined in Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements for Urban Turf Fertilizers, may be applied to turf or landscape plants in the City of Palm Bay with a soil or plant tissue deficiency as verified by a University of Florida, Institute of Food and Agriculture Sciences, approved testing methodology. In the case that a deficiency has been verified, the application of a fertilizer containing phosphorous shall be in accordance with the rates and directions provided by Rule 5E-1.003(2), Florida Administrative Code. Deficiency verification shall be no more than two (2) years old. However, recent application of compost, manure, or top soil shall warrant more recent testing to verify current deficiencies.

B. The nitrogen content of fertilizer applied to turf or landscape plants within the City of Palm Bay shall contain slow release, controlled release, timed release, slowly available, or water insoluble nitrogen per guaranteed analysis label. Newly planted turf and/or landscape plants may be fertilized with less than other rate of release products for a sixty (60) day period beginning thirty (30) days after planting if needed to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients in the water.

C. Fertilizers applied to turf within the City of Palm Bay shall be applied at rates that are in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements For Urban Turf Fertilizers.

D. Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first thirty (30) days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the stormwater pollution prevention plan for that site.

E. Where golf courses, parks and athletic fields are subject to and implementing Best Management Practices as prescribed in Rule 5E-1 003(2)(d), Florida Administrative Code, they shall be exempt from this section,

SECTION 8. Application Practices.

A. Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones, surface waters and water bodies, including wetlands.

B. Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.

C. Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.

D. In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

SECTION 9. Management of Grass Clippings and Vegetative Matter.

In no case shall grass clippings, vegetative material, and/or vegetative debris either intentionally or accidentally, be washed, swept, or blown off into surface waters, stormwater drains, ditches, conveyances, watercourses, water bodies, wetlands, sidewalks, or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.

SECTION 10. Exemptions.

A. The provisions set forth in this ordinance shall not apply to:

1. Bona fide farm operations as defined in the Florida Right to Farm Act, Section 823.14, Florida Statutes, provided that fertilizers are applied in accordance with the appropriate Best Management Practices Manual adopted by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy for the crop in question.

2. Other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock provided that fertilizers are applied in accordance with the appropriate Best Management Practices Manual adopted by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy for the crop in question.

3. Any lands used for scientific research supported by an accredited institution of higher learning or a government entity, including, but not limited to, research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or horticulture.

SECTION 11. Training.

A. Prior to January 1, 2014, all commercial and institutional applicators of fertilizer within the incorporated and unincorporated area of Brevard County, shall abide by and successfully complete the six-hour training program in the "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries" offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program or an approved equivalent.

B. Private, non-commercial applicators are encouraged to follow the recommendations of the University of Florida IFAS Florida Yards and Neighborhoods program when applying fertilizers.

SECTION 12. Commercial and Institutional Applicators.

A. After December 31, 2013, all commercial applicators of fertilizer conducting business within the City of Palm Bay shall abide by and have successfully completed training and continuing education requirements in the "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries", offered by the Florida Department of Environmental Protection through the University of Florida IFAS "Florida-Friendly Landscapes" program or an approved equivalent program prior to obtaining a business tax receipt for any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial fertilizer applicators shall provide proof of completion of the program to the City of Palm Bay Finance Department upon application or renewal of the business tax receipt.

B. After December 31, 2013, all commercial applicators of fertilizer within the City of Palm Bay shall have and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a commercial fertilizer applicator pursuant to Rule 5E-14.117(18), Florida Administrative Code.

C. Institutional applicators who apply fertilizer to turf and/or landscape plants (including but not limited to residential lawns, golf courses, commercial properties, and multi-family and condominium properties) must ensure that at least one (1) employee has a "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" training certificate prior to the business owner obtaining a business tax receipt. Owners for any category of occupation which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program to the City of Palm Bay Finance Department.

SECTION 13. Use of Penalty Awards.

Fines collected shall be deposited in a trust dedicated to fulfill the purposes of this section. Funds generated by penalties imposed under this section shall be used by the City for the administration and enforcement of Section 403.9337, Florida Statutes, and the corresponding sections of this ordinance and to further water conservation and nonpoint pollution prevention activities.

SECTION 14. Penalty; Additional Remedies.

Penalties for violations of this ordinance shall be written warnings for the first two violations and subsequent violations shall be two hundred dollars (\$200.00) per day, per occurrence, or any other appropriate remedy provided by law. The City may seek enforcement action against both the owner of record and any person or entity responsible for carrying out any prohibited action. The provisions of this section are an additional and supplemental means of enforcing the City's codes and ordinances. Nothing in this section shall prohibit the City from enforcing this ordinance by injunctive relief or by any other means provided by law.

SECTION 15. Appeals.

Appeals relating to any administrative decision or determination concerning implementation or application of the provisions of this ordinance shall be filed in writing within thirty (30) calendar days after the decision is rendered by the Administrator. Requests for appeals will be considered by the City Manager.

SECTION 16. Conflicting Ordinances.

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 17. Inclusion in City Code.

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, Title

IX, General Regulations, Chapter 100, to be titled "Fertilizer Use on Urban Landscape", and the sections renumbered to accomplish such intention.

SECTION 18. Severability Clause.

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 19. Effective Date.

A. A certified copy of this ordinance shall be filed with the Office of the Secretary of State, State of Florida, within ten (10) days of enactment. This ordinance shall take effect upon adoption and filing as required by law.

B. For commercial and institutional applicators, the dates required for compliance are stipulated in Sections 11 and 12 of this ordinance.

C. Enforcement of all other requirements will begin six (6) months after the effective date to facilitate implementation.

Read in title only at Meeting No. 2013- held on _____ 2013; and read in title only and duly passed and enacted at Meeting No. 2013- , held on _____ , 2013.

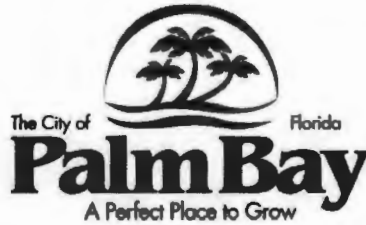
The effective date of this ordinance is _____.

William Capote, MAYOR

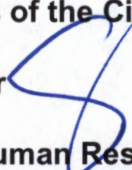
ATTEST:



Alice Passmore, CITY CLERK

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager 

REQUESTING DEPT: Shanté R. Akafia, Director of Human Resources/Risk Management 
Yvonne McDonald, Finance Director 

DATE: December 19, 2013

Re: Recommended Changes to Personnel Rules and Regulations
(Rule III-Pay Plan, Section 16)

Rule III, Section 16 of the City's Personnel Rules and Regulations currently prohibits an employee who is separating employment with the City from receiving his/her final check via direct deposit. This requirement has caused numerous requests and allowances for exceptions, which creates inconsistencies in the application of policy. Therefore, in an effort to streamline our processes and increase consistent application of policy, staff is recommending that separating employees are allowed to receive his/her final check via direct deposit.

FISCAL IMPACT:

There is no fiscal impact as this is a procedural change.

RECOMMENDATION:

Motion to approve the above recommended change to the Personnel Rules and Regulations.

SA/tjl

Attachment: 1) Current/Proposed Rules and Regulations Changes

RULE III

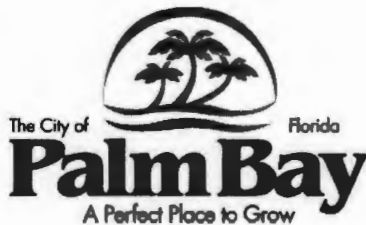
PAY PLAN

Sect. 16

PAY UPON TERMINATION

Employees ~~terminating~~terminated from employment with the City will receive their final paycheckpay on the next regularly scheduled payday following the date of termination. Final paycheckspay shall include any unused leave which may be due the employee as is provided for elsewhere in these rules and regulations. The ~~last paycheck~~final pay will ~~not~~ be distributed via direct deposit. Any indebtedness to the City incurred by an employee shall be deducted from the final paycheck consistent with the law and prior employee agreement(s). ~~Employees are required to return all City property prior to picking up~~receiving their last paycheck from the Human Resources Departmentfinal pay.

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: Chad Shoultz, Deputy City Manager
Shanté Akafia, Director of Human Resources/Risk Management
Yvonne McDonald, Finance Director

DATE: December 19, 2013

RE: Fraternal Order of Police Local - Police Officer, Police Sergeant and Police Lieutenant Units Collective Bargaining Agreement

The Collective Bargaining Agreement between the City and Fraternal Order of Police (FOP) expired on September 30, 2013. Representatives of FOP and City staff have negotiated a one-year contract starting on October 1, 2013 and continuing until September 30, 2014.

Members of FOP completed the ratification vote on December 10, 2013 and voted in favor of the contract.

Strikethrough underline copies of the contracts are attached.

FISCAL IMPACT:

Personnel costs in the General Fund will increase approximately \$260,000 annualized. A budget amendment anticipated in January 2014 will reflect the change to the FY 14 budget.

RECOMMENDATION:

Motion to ratify the agreement between the City of Palm Bay and the FOP Local.

CCS/tjl

- Attachments: 1) Contract Articles, Police Officer's Unit
2) Contract Articles, Police Sergeant's Unit
3) Contract Articles, Police Lieutenant's Unit

NEGOTIATIONS
BETWEEN
CITY OF PALM BAY
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
(Officer's Unit)

Article 3
Duration and Term of Agreement

- 3.1 This Agreement, upon ratification by both parties, constitutes the complete and entire Agreement between the parties, and concludes mandatory collective bargaining for its terms, except as provided herein.
- 3.2 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.
- 3.3 Either party, upon written notice to the other, may request that negotiations be reopened at any time concerning article(s) of the Agreement or addition(s) to the Agreement. Said written notice shall state the reason(s) for reopening and shall not affect the remainder of this Agreement. The party receiving notice shall have the right of refusal with no consequences to this Agreement.
- 3.4 If, after a reasonable period of negotiation concerning the reopened item(s), an agreement cannot be reached between the City and the FOP, the item shall be closed.
- 3.5 Except as otherwise provided, this Agreement shall take effect October 1, 2010³, upon the ratification by both parties and shall continue in full force and effect until September 30, 2013⁴. Negotiations for Fiscal Year 2014-2015 may commence the first Monday in February 2013⁴. Failure of the parties to conclude negotiations shall result in the unresolved issues being resolved in accordance with Section 447.403, Florida Statutes.

FOR FRATERNAL ORDER OF POLICE:

FOR THE CITY:

DATE: _____

NEGOTIATIONS
BETWEEN
CITY OF PALM BAY
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
(Officer's Unit)

ARTICLE 23
JOB CONNECTED DISABILITY

- 23.1 Any full time member covered by this agreement who sustains a temporary disability as a result of and arising out of employment by the City, shall, in addition to the benefits payable under the Workers' Compensation Law of the State of Florida, be entitled to the following:
- 23.1.1 During the first 80 working hours of such disability, the member shall receive net supplemental pay based upon his/her net take home pay reduced by the Workers' Compensation indemnity payment.
- 23.2 Any such member injured may be required by the City to be reexamined as provided for by Florida Statute by a medical doctor, specified and provided by the City, who shall determine the member's condition and fitness for full or partial return to duty.
- 23.3 In the event a member fails to return to duty due to a disagreement between medical doctors for the member and the City, the dispute shall be resolved as outlined in Florida State Statute 440.134 and the Workers Compensation Managed Care Grievance Procedure.
- 23.4 If a member, due to an on-the-job-injury, is temporarily or partially disabled from performing the duties of his/her classification, but is determined to be able to perform "light duty", the member may be required to return to such duty or suffer loss of the job-connected disability leave supplemental benefits. Assignment to "light duty" shall be considered a temporary assignment, without reduction in pay. Such reassignment shall be to other duties commensurate with medical and mental fitness, availability of suitable work, and his/her qualifications for the position.
- 23.4.1 **The Employer agrees that any member injured on the job shall be paid for that entire work day. Whenever the member is on duty, any time spent receiving medical care for an on-the-job injury shall be paid as time worked. The member shall submit a written doctor's note verifying the date and time of the doctor's visit. If a whole day is used due to a doctor's visit, then the City agrees to pay for the full day.**

- 23.5 No member will be entitled to job-connected disability leave with the herein described benefits where an injury has been determined to have been the result of intentional self-infliction or where the disability or illness continues as a result of the member's failure to cooperate with the medical advice or corrective therapy.
- 23.6 Whenever a member is out on non-controverted job related disability leave, the City agrees to compensate the member at a rate of pay that the member would normally be entitled to regardless of the timeliness of payment to the City from the insurance company.
- 23.7 When receiving Workers' Compensation benefits, employees shall be entitled to all benefits as described in this contract except that any member receiving Acting Supervisory Pay under Article 43 shall not be eligible to receive that benefit.

FOR FRATERNAL ORDER OF POLICE:

FOR THE CITY:

DATE: _____

NEGOTIATIONS
BETWEEN
CITY OF PALM BAY
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
(Officer's Unit)

Article 47
Salary System and Wages

47.1 The City and the FOP recognize the importance and mutual benefit of a continuing long term career salary system for bargaining unit employees. The parties also realize that any salary system is subject to negotiations upon expiration of this agreement.

47.2 On January 1, 2014, base wages for members shall increase by 3% rounded to the nearest dollar.
~~Effective October 1, 2010 and continuing through September 30, 2013 salary and wages shall remain in effect as they were on September 30, 2010. No cost of living adjustment or step increase shall be given during this time period.~~

47.3 The salary system for Police Officer bargaining unit members covered by this agreement shall be as follows:

STEP	10/01/10
3	35,811
4	36,886
5	37,992
6	39,132
7	40,306
8	41,515
9	42,761
10	44,043
11	45,365
12	46,726
13	48,127
14	49,571
15	51,058
16	52,590
17	54,168
18	55,793
19	57,467

NEGOTIATIONS
BETWEEN
CITY OF PALM BAY
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
(Officer's Unit)

<u>Step</u>	<u>1/1/2014</u>
<u>3</u>	<u>\$ 36,885</u>
<u>4</u>	<u>\$ 37,993</u>
<u>5</u>	<u>\$ 39,132</u>
<u>6</u>	<u>\$ 40,306</u>
<u>7</u>	<u>\$ 41,515</u>
<u>8</u>	<u>\$ 42,760</u>
<u>9</u>	<u>\$ 44,044</u>
<u>10</u>	<u>\$ 45,364</u>
<u>11</u>	<u>\$ 46,726</u>
<u>12</u>	<u>\$ 48,128</u>
<u>13</u>	<u>\$ 49,571</u>
<u>14</u>	<u>\$ 51,058</u>
<u>15</u>	<u>\$ 52,590</u>
<u>16</u>	<u>\$ 54,168</u>
<u>17</u>	<u>\$ 55,793</u>
<u>18</u>	<u>\$ 57,467</u>
<u>19</u>	<u>\$ 59,191</u>

47.4 ~~The City and the Union agree that they will not revisit Article 47 during the term of the collective bargaining agreement unless the City's general fund revenues (exclusive of grants, bonds, transfers, or federal appropriations) increase or decrease by more than three percent (3%) from the approved budget for the year prior from the date of the request to open.~~

FOR FRATERNAL ORDER OF POLICE:

FOR THE CITY:

DATE: _____

NEGOTIATIONS
BETWEEN
CITY OF PALM BAY
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
(Sergeant's Unit)

Article 3
Duration and Term of Agreement

- 3.1 This Agreement, upon ratification by both parties, constitutes the complete and entire Agreement between the parties, and concludes mandatory collective bargaining for its terms, except as provided herein.
- 3.2 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.
- 3.3 Either party, upon written notice to the other, may request that negotiations be reopened at any time concerning article(s) of the Agreement or addition(s) to the Agreement. Said written notice shall state the reason(s) for reopening and shall not affect the remainder of this Agreement. The party receiving notice shall have the right of refusal with no consequences to this Agreement.
- 3.4 If, after a reasonable period of negotiation concerning the reopened item(s), an agreement cannot be reached between the City and the FOP, the item shall be closed.
- 3.5 Except as otherwise provided, this Agreement shall take effect October 1, 2010³, upon the ratification by both parties and shall continue in full force and effect until September 30, 2013⁴. Negotiations for Fiscal Year 2014-2015 may commence the first Monday in February 2013⁴. Failure of the parties to conclude negotiations shall result in the unresolved issues being resolved in accordance with Section 447.403, Florida Statutes.

FOR FRATERNAL ORDER OF POLICE:

FOR THE CITY:

DATE: _____

NEGOTIATIONS
BETWEEN
CITY OF PALM BAY
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
(Sergeant's Unit)

Article 47
Salary System and Wages

47.1 The City and the FOP recognize the importance and mutual benefit of a continuing long term career salary system for bargaining unit employees. The parties also realize that any salary system is subject to negotiations upon expiration of this agreement.

47.2 On January 1, 2014, base wages for members shall increase by 3% rounded to the nearest dollar.
~~Effective October 1, 2010 and continuing through September 30, 2013 salary and wages shall remain in effect as they were on September 30, 2010. No cost of living adjustment or step increase shall be given during this time period.~~

47.3 The salary system for Sergeant bargaining unit members covered by this agreement shall be as follows:

Step	10/1/2010
5	\$46,188
6	\$47,574
7	\$49,004
8	\$50,474
9	\$51,985
10	\$53,545
11	\$55,154
12	\$56,806
13	\$58,510
14	\$60,265
15	\$62,073
16	\$63,935
17	\$65,853
18	\$67,829
19	\$69,864

NEGOTIATIONS
BETWEEN
CITY OF PALM BAY
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
(Sergeant's Unit)

<u>Step</u>	<u>1/1/2014</u>
<u>5</u>	<u>\$47,574</u>
<u>6</u>	<u>\$49,001</u>
<u>7</u>	<u>\$50,471</u>
<u>8</u>	<u>\$51,985</u>
<u>9</u>	<u>\$53,545</u>
<u>10</u>	<u>\$55,151</u>
<u>11</u>	<u>\$56,806</u>
<u>12</u>	<u>\$58,510</u>
<u>13</u>	<u>\$60,265</u>
<u>14</u>	<u>\$62,073</u>
<u>15</u>	<u>\$63,935</u>
<u>16</u>	<u>\$65,853</u>
<u>17</u>	<u>\$67,829</u>
<u>18</u>	<u>\$69,864</u>
<u>19</u>	<u>\$71,960</u>

47.4 ~~The City and the Union agree that they will not revisit Article 47 during the term of the collective bargaining agreement unless the City's general fund revenues (exclusive of grants, bonds, transfers, or federal appropriations) increase or decrease by more than three percent (3%) from the approved budget for the year prior from the date of the request to open.~~

FOR FRATERNAL ORDER OF POLICE:

FOR THE CITY:

DATE: _____

NEGOTIATIONS
BETWEEN
CITY OF PALM BAY
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
(Lieutenant's Unit)

Article 3
Duration and Term of Agreement

- 3.1 This Agreement, upon ratification by both parties, constitutes the complete and entire Agreement between the parties, and concludes mandatory collective bargaining for its terms, except as provided herein.
- 3.2 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.
- 3.3 Either party, upon written notice to the other, may request that negotiations be reopened at any time concerning article(s) of the Agreement or addition(s) to the Agreement. Said written notice shall state the reason(s) for reopening and shall not affect the remainder of this Agreement. The party receiving notice shall have the right of refusal with no consequences to this Agreement.
- 3.4 If, after a reasonable period of negotiation concerning the reopened item(s), an agreement cannot be reached between the City and the FOP, the item shall be closed.
- 3.5 Except as otherwise provided, this Agreement shall take effect October 1, 2010³, upon the ratification by both parties and shall continue in full force and effect until September 30, 2013⁴. Negotiations for Fiscal Year 2014-2015 may commence the first Monday in February 2013⁴. Failure of the parties to conclude negotiations shall result in the unresolved issues being resolved in accordance with Section 447.403, Florida Statutes.

FOR FRATERNAL ORDER OF POLICE:

FOR THE CITY:

DATE: _____

NEGOTIATIONS
BETWEEN
CITY OF PALM BAY
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
(Lieutenant's Unit)

Article 47
Salary System and Wages

- 47.1 The City and the FOP recognize the importance and mutual benefit of a continuing long term career salary system for bargaining unit employees. The parties also realize that any salary system is subject to negotiations upon expiration of this agreement.
- 47.2 ~~On January 1, 2014, base wages for members shall increase by 3% rounded to the nearest dollar. Effective October 1, 2010 and continuing through September 30, 2013 salary and wages shall remain in effect as they were on September 30, 2010. No cost of living adjustment or step increase shall be given during this time period.~~
- 47.3 The salary system for Lieutenant bargaining unit members covered by this agreement shall be as follows:

Step	10/1/2010
4	\$55,288
5	\$56,947
6	\$58,655
7	\$60,415
8	\$62,228
9	\$64,094
10	\$66,017
11	\$67,998
12	\$70,038
13	\$72,139
14	\$74,303
15	\$76,532
16	\$78,828
17	\$81,193

NEGOTIATIONS
BETWEEN
CITY OF PALM BAY
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE
(Lieutenant's Unit)

<u>Step</u>	<u>1/1/2014</u>
<u>4</u>	<u>\$56,947</u>
<u>5</u>	<u>\$58,655</u>
<u>6</u>	<u>\$60,415</u>
<u>7</u>	<u>\$62,227</u>
<u>8</u>	<u>\$64,095</u>
<u>9</u>	<u>\$66,017</u>
<u>10</u>	<u>\$67,998</u>
<u>11</u>	<u>\$70,038</u>
<u>12</u>	<u>\$72,139</u>
<u>13</u>	<u>\$74,303</u>
<u>14</u>	<u>\$76,532</u>
<u>15</u>	<u>\$78,828</u>
<u>16</u>	<u>\$81,193</u>
<u>17</u>	<u>\$83,629</u>

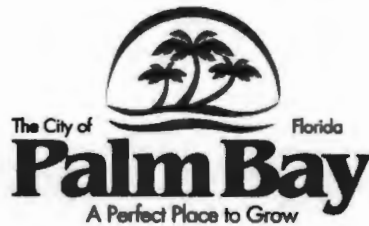
47.4 ~~The City and the Union agree that they will not revisit Article 47 during the term of the collective bargaining agreement unless the City's general fund revenues (exclusive of grants, bonds, transfers, or federal appropriations) increase or decrease by more than three percent (3%) from the approved budget for the year prior from the date of the request to open.~~

FOR FRATERNAL ORDER OF POLICE:

FOR THE CITY:

DATE: _____

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: Chad C. Shultz, Deputy City Manager *Chad Shultz*
Shanté R. Akafia, Director of Human Resources/Risk Management *Shanté R. Akafia*
Yvonne McDonald, Finance Director *Yvonne McDonald*

DATE: December 19, 2013

RE: NAGE Blue Collective Bargaining Agreement

The Collective Bargaining Agreement between the City and NAGE Blue expired on September 30, 2011. Representatives of NAGE Blue and City staff have negotiated a contract starting upon ratification and continuing until September 30, 2016.

Members of NAGE Blue are conducting a ratification vote the week of December 16, 2013.

Strikethrough underline copies of the contracts are attached.

FISCAL IMPACT:

Personnel costs will increase approximately \$240,000 (annualized). Depending upon vacation and sick time usage, an estimated \$134,000 (annualized) of the City's long-term liabilities could be paid down through accrual payouts. A budget amendment anticipated in January 2014 will reflect the change to the FY 14 budget.

RECOMMENDATION:

Motion to ratify the agreement between the City of Palm Bay and the NAGE Blue Local.

CCS/tjl

Attachment: 1) Contract Articles, NAGE Blue

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PALM BAY

AND

**NATIONAL ASSOCIATION OF
GOVERNMENT EMPLOYEES**

LOCAL R-5-186

(BLUE)

OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016

PREAMBLE

This Agreement is entered into by and between the City of Palm Bay, Florida (the Employer), and the National Association of Government Employees, Local R-5-186 (the Association) for the purpose of promoting harmonious relations between the Employer and its employees, to establish an orderly and prompt procedure for the resolution of grievances, to insure continuation of normal activities and operations, and to set forth the full agreement between the parties concerning wages, hours of work and other terms and conditions of employment.

A wording importing the masculine gender shall extend and be applied to females as well as to males.

**ARTICLE 1
RECOGNITION**

- 1.1 The City of Palm Bay acknowledges that the National Association of Government Employees (NAGE), Local R-5-186, is the sole and exclusive representative of the bargaining unit, hereinafter identified for the purpose of collective bargaining with respect to establishing wages, hours, and terms and conditions of employment for all employees within the bargaining unit.
- 1.2 The bargaining unit covered by this agreement is as stated in Public Employee Relations Commission (PERC) Case Number UC-2002-022.

~~Included: — All regular, full-time, non-supervisory, blue-collar employees of the City of Palm Bay.~~

~~Excluded: — Auto mechanic supervisor, fleet maintenance supervisor, maintenance foreman, parks foreman, street supervisor, survey party chief, transportation division engineer, wastewater plant supervisor, water and sewer foreman, and all other employees of the City of~~

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The Association recognizes the prerogative of the Employer, except as expressly abridged by any provision of this Agreement, to exercise exclusively all of the normal and inherent rights of Management with respect to the City, including, but not limited to, the right to determine the purpose of its constituent Departments, to set standards of service, and to exercise control and discretion over its organization and operations to ensure efficiency. It is also the right of the Employer to direct its employees, to take disciplinary action for proper cause, and to relieve its employees from duty, provided in so doing the provisions of this Agreement are not violated.
- 2.2 The Employer reserves the right:
- 2.2.1 To select and direct the work force in accordance with requirements determined by Management.
 - 2.2.2 To establish assignments, and to determine the number of days constituting a work period for employees. In non-emergency situations employees will be provided no less than ~~fourteen (14) calendar~~ 10 working days notice of change in work assignment.
 - 2.2.3 To assign and distribute available overtime work.
 - 2.2.4 To make and enforce standards of quality and quantity of work to be performed.
 - 2.2.5 To make and change reasonable rules and regulations and to determine disciplinary action for the failure to obey such rules and regulations.
 - 2.2.6 To determine job content.
 - 2.2.7 To make and enforce safety rules.
 - 2.2.8 To transfer and promote employees.
 - 2.2.9 To determine the size and composition of the work force.
 - 2.2.10 To lay off employees for lack of work or other legitimate reasons, and to determine "lack of work."
 - 2.2.11 To transfer, subcontract, and eliminate work.
 - 2.2.12 To regulate, control, change or eliminate existing work procedures or equipment utilized for duty purposes.
 - 2.2.13 To determine procedures that will be observed in exercising any authority under

this article and to make appropriate arrangements in accordance with applicable law for unit employees adversely affected by the exercise of any authority reserved to the Employer.

2.2.14 To suspend, discharge, demote, or otherwise discipline employees for just cause.

2.3 Whenever it is determined by the City Manager that Civil Emergency conditions exist, including but not limited to, riots, civil disorders, severe weather conditions, or similar catastrophes, or when such conditions can reasonably be determined to be imminent, the work week and notification provisions of this Agreement shall be suspended by the City Manager during the time of the declared emergency.

2.3.1 The parties have agreed to this provision so that in anticipation of a specific emergency, and for the duration of emergency conditions, the City can assign staff to prepare, respond, and recover from the emergency and its aftermath without having to follow notification and other similar administrative procedures.

2.4 The exercise of Management rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining Agreement.

ARTICLE 3
PROHIBITION OF STRIKES

- 3.1 Neither the Association nor its officers, agents, or any employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, work stoppage picketing, or intentional interruption of the operations of the City during the term of this Agreement, regardless of the reason for doing so.
- 3.2 Upon the occurrence of a strike, which is neither authorized nor ratified by the Association, the provisions of this Agreement shall cease to apply to any and all striking employees and those acting in concert therewith, but shall remain in force as to all non-striking employees.
- 3.3 In the event a dispute exists between the Employer and the Association as to whether concerted activity by employees constitutes a strike within the meaning of this article, the provisions of paragraph 3.2 shall be held in abeyance until PERC or a court of competent jurisdiction determines that a strike has taken place or is about to take place.
- 3.4 The Employer shall have the right to discharge or otherwise discipline for cause any or all employees who violate the provisions of this article, as provided by Chapter 447, Part II, Florida Statutes.

ARTICLE 4
DISCIPLINARY ACTION

4.1 An employee shall be disciplined or discharged only for just cause.

4.2 Whenever it is alleged that an employee has violated any rule, regulation, or policy, that is non-criminal in nature, for which the employee can and/or may be disciplined up to and including dismissal, the employee shall be notified in writing within ten (10) working fourteen ~~(14) calendar~~ days from the date the City became aware of the violation, of the specific alleged violation(s) and person(s) making the charge.

4.3 Whenever a unit employee is questioned for any reason that could lead to disciplinary action, demotion, or dismissal, the following shall apply:

4.3.1 The interview shall be conducted at a reasonable hour, and, if possible, while the employee is on duty, unless the seriousness of the offense is of such a degree that immediate action is warranted.

4.3.2 The employee shall be informed of the identity of the interviewing official, and all persons present during the interview. No more than one person shall question the employee at any one time.

4.3.3 The employee shall be informed of the nature of the interview and shall be informed of the names of all complainants.

4.3.4 Interview sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

4.3.5 The employee shall not be subjected to offensive language or be threatened with a transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

4.3.6 Employees under this contract have a legal right to representation of their choice.

4.3.7 During the interview of an employee, questions will be limited to obtaining information concerning the alleged violation(s). There shall be no "fishing expeditions." The employee shall be advised of City of Palm Bay Personnel Rules and Regulations, Ordinances, written regulations, or statutes which have been allegedly violated.

- 4.3.8 The Employer agrees that no disciplinary action shall be taken against a unit employee without prior notice to the employee. No written notice of disciplinary action shall be placed in an employee's personnel file before a copy is furnished to the employee. Each written notice of disciplinary action shall specify the incident or set of circumstances on which it is based.
- 4.3.9 Unit employees are entitled to inspect and copy their personnel files at the City rate for copies. The Employer will supply these records and documents within the timetable specified by Florida's Public Employee Records Act. Employees facing disciplinary action may request a copy of their personnel file at no charge.
- 4.3.10 The employer agrees to discipline employees in private except when public disciplinary action cannot reasonably be avoided. To the extent permitted by law and consistent with proper investigative procedure, a disciplinary action shall remain confidential until the affected employee is informed.
- 4.3.11 Unit employees shall have the right to prepare for inclusion in their personnel files a written response to any written reprimand issued to them within 7 days of the date of receipt of such reprimand.
- 4.4 Except in cases where there is a conflict with this contract, the process and procedures for disciplinary action will be governed by the City of Palm Bay Personnel Rules and Regulations.
- 4.5 In imposing disciplinary measures on a current charge, the supervisor will not take into consideration nor mention in any way any prior infraction of the City or department rules and regulations which occurred more than two (2) years previous.
- 4.6 Discipline, except demotion or termination, shall not become effective until an employee has completed the appeal process or until the time frames for such an appeal has expired.

ARTICLE 5
RESERVED FOR FUTURE USE
NON-DISCRIMINATION

- 5.1 Neither the Association nor the City shall discriminate against any employee on the basis of race, color, religion, age, national origin, gender, sex, political affiliation, marital status, handicap, sexual orientation, union membership or non-membership.

ARTICLE 6
ASSOCIATION REPRESENTATION AND SERVICE

6.1 The Association shall notify the City in writing of the names of its representatives. The City agrees that during the term of this Agreement, it will deal only with the authorized representatives of the Association in matters requiring mutual consent or other official action called for by this Agreement. In addition to the Association attorney shall have the authority to speak on behalf of the Association.

6.2. An Association representative, upon approval of the Department Head/designee, shall be granted reasonable time off during working hours to investigate and settle grievances.

6.2.1 Association officials and representatives, up to the maximum of ~~two~~ three in any one instance, shall, upon approval of the Department Head/designee, be permitted time off without loss of pay or benefits to perform the following Association business, so long as it is on City property: attend negotiation sessions, represent Association members during grievance or disciplinary meetings when the official or representative has been requested by said member for such representation, attend meetings with department management or City officials. So long as such business is on City property, the Employer shall provide coverage for said official or representative, and such meetings, hearings, and representation shall not commence until such coverage has been provided.

6.3 Official Association representatives shall be permitted to communicate during working hours with bargaining unit employees concerning official Association business provided that such communication does not interfere with or hinder the performance of duty by the employees involved, as determined by the immediate supervisor. If the City Manager deems this to hinder the performance of duty of employees he/she shall meet with the Association to address the concerns.

6.4 At the request of the Local ~~President Executive Board~~ and not more than two times per calendar year, the City will provide a list of bargaining unit employees.

~~6.5~~ 6.5—The Association shall furnish the City with an annual list of all officers and shall provide an updated list whenever there is a change.

6.6 Both parties agree to the creation of a NAGE Blue Time Pool. Upon written notification by the NAGE Blue President, the City shall transfer up to two (2) hours from each dues-paying bargaining unit member's vacation leave into the NAGE Blue Time Pool, up to two times each fiscal year. The total deducted time shall not exceed two (2) hours each fiscal year. Time pool hours may be drawn at the discretion of the NAGE Blue President or his designee in increments of at least one (1) hour. Each request must be made in writing to Human Resources. Any time donated to the Time Pool cannot be returned to the donator.

6.7 Charges against the NAGE Blue Time Pool will be kept by the Paymaster and NAGE Blue President. A NAGE Blue representative may be granted pool time to attend public budget hearings, City Council meeting, and investigations of grievances, and preparation for negotiations or resolution of impasse before the City Council. The time pool may also be used by NAGE Blue to attend National Conferences of NAGE, State Board Meetings of NAGE, available training seminars and training courses offered by various sources.

6.8 NAGE Blue and the City agree that this time pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the specific Department Head or designee. Should the NAGE Blue time pool become depleted, anyone engaging in NAGE Blue activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in this Agreement.

6.96 Upon request, the Employer will furnish the Association with one (1) current copy of all written orders and regulations, including policies and procedures, supervisory directives, memoranda, and special orders, that do or could affect bargaining unit members.

6.107 Interpretation as to the content or intent of the provisions of this Agreement shall be proclaimed by the Association President, attorney or designee only based on their involvement in the Agreement's development and/or enforcement. No other member of the Association or any other person has the authority to tender the Association's interpretation of this Agreement, and their response shall be treated as a personal opinion.

6.118 Every reasonable effort will be made to keep the negotiating session hours to coincide with the normal work day.

6.129 When negotiation sessions extend beyond regular working hours the Association's representatives shall not be entitled to any type of premium pay while engaged in said negotiations.

ARTICLE 7
DUES DEDUCTION

- 7.1 Any member of the Association who has submitted a properly executed written dues deduction authorization to the Local Union President or designee and forwarded to Human Resources Department for processing and submission to payroll, shall have his membership dues in the Association deducted from his pay. Dues shall be deducted biweekly and shall be transmitted monthly to the Association office (NAGE, Attention: Comptroller, Fiscal Office, 156 Burgin Parkway, Quincy, MA 02169-4213), accompanied by a list of those employees' names whose dues are included. The Association will pay an annual lump sum charge of sixty-five dollars (\$65.00) for this service in January of each year. Said sum will be deducted from the January check. It shall be the responsibility of the Association to notify the Human Resources Director or designee of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the employer be required to deduct Association fines, penalties, or special assessments from the pay of any member.
- 7.2 The Association agrees to indemnify and hold harmless the City, its agents, employees, and officials from and against any claims, demands, damages, or causes of action (including, but not limited to claims, etc., based upon clerical or accounting errors caused by negligence), of any nature whatsoever, asserted by any person, firm, or entity, based upon or related to payroll deduction of Association dues. The Association agrees to defend, at its sole expense, any such claims against the City or its agents, employees, and officials. The term officials as used herein includes elected and appointed officials.
- 7.3 Any employee may withdraw his dues deduction to the Association upon request to the Local Union President or designee and forwarded to Human Resources Department for processing and submission to payroll, upon thirty (30) days written notice.
- 7.4 No deductions shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll, after other deductions, are less than the amount of dues to be checked off.

ARTICLE 8 GRIEVANCE

- 8.1 For the purpose of this article, a grievance is a dispute concerning the interpretation or application of the terms of this Agreement.
- 8.2 All references to days in this article are to workdays. If the last workday of any applicable time period called for in this article is Saturday, Sunday, or a holiday, the deadline is automatically extended to the close of business of the next scheduled working day for administrative personnel of the Department.
- 8.3 Any bargaining unit employee who believes that he has a grievance may discuss that matter with his immediate supervisor as soon as possible after the employee is aware of a dispute concerning the interpretation or application of this Agreement. If no satisfactory resolution is immediately forthcoming at this level, a regular employee may invoke Step I of the grievance procedure in accordance with the requirements set forth below. Probationary employees shall not be entitled to invoke the grievance procedure.
- 8.4 In the event that a grievance involves three (3) or more employees and is dependent on a common fact situation, such grievance shall be deemed a class grievance and the grievance procedure may be invoked directly at Step 3, the Human Resources Director level, by any aggrieved regular employee or the Association. All employees in the same common fact situation shall be bound by the resolution of the grievance and no further individual grievances concerning or arising out of the common fact situation will be processed.
- 8.5 Any grievance that has not been submitted to the next step within 7 work days shall be deemed expired and no further action pursued on the matter. Extensions shall be subject to the mutual agreement of the parties and reduced to writing.
- 8.6 In the event a grievance concerns the termination of an employee, the grievance shall start at step III.
- 8.7 The grievance procedure shall include four (4) steps:
- 8.7.1 STEP I
- 8.7.1.1 A Step I grievance shall be submitted in writing to the employee's immediate supervisor within 7 work days* on the standard grievance form and shall be signed by the member of the bargaining unit. The Step I grievance shall concisely state the facts relied on by the grievant, the article(s), section(s) of the Agreement alleged to have been violated, and the relief requested by the grievant.

* A work day shall be any day City Hall is open for business.

8.7.1.2. Within seven (7) work days after the receipt of a timely Step I grievance, the supervisor (or his or her designee) shall schedule a meeting with the grievant, who shall have the right to be represented by the Association and, after meeting with the grievant, the supervisor shall render a written decision concerning the grievance. If the grievant is not satisfied with the Step I decision, or if no decision is issued within 7 work days, the grievant may invoke Step II of the grievance procedure.

8.7.2 STEP II

8.7.2.1 Within seven (7) work days after the date that the Step I decision is issued or due, whichever is earlier, the grievant may invoke Step II of the procedure by submitting the Step I decision to the Department Head (or designee) along with a written statement of his reason for dissatisfaction with the decision.

8.7.2.2 Within seven (7) work days after receipt of a timely Step II grievance, the Department Head (or designee) shall schedule a hearing concerning the grievance. After the Step II hearing, the Department Head (or his or her designee) shall render a written decision, within seven (7) workdays, concerning the grievance. If the grievant is not satisfied with the Step II decision, or if no decision is issued within the allotted time, the grievant may invoke Step III of the grievance procedure.

8.7.3 STEP III

8.7.3.1 Within seven (7) work days of the date the Step II decision is issued or is due, whichever is earlier, the grievant may invoke Step III by submitting the grievance and all written decisions concerning it to the Human Resources Director or designee who will hear the grievance on behalf of the City Manager.

8.7.3.2 Within seven (7) work days after receipt of the grievance documents, the Human Resources Director (or designee) will conduct a hearing concerning the grievance. The grievant may present evidence in support of the grievance at the Step III hearing. Within seven (7) work days after the hearing, unless extended by mutual agreement, the Human Resources Director (or designee) shall render a written decision concerning the grievance. If the employee remains unsatisfied with the Human Resources Director's Step III decision, or if no decision is issued within the allotted time, the grievant may request the Association to invoke Step IV, the arbitration step of the procedure.

8.7.4 STEP IV

- 8.7.4.1 Within thirty (30) calendar days of the date the Step III decision is issued or is due, whichever is earlier, the Association may invoke arbitration by giving the City timely written notice of its intent to arbitrate the grievance in question. Such notice shall be served on the Human Resources Director by certified mail, return receipt requested.
- 8.7.4.2 The City and the Association shall, within fourteen (14) work days after receipt by the Human Resources Director of the Association's notice of intent to arbitrate, submit a request to the Federal Mediation and Conciliation Service (F.M.C.S.) for a panel of seven (7) professional arbitrators who reside in the State of Florida. Representatives of the City and Association shall confer within fourteen (14) work days after receipt of the list of arbitrators and each shall alternately strike, one at a time, two names from the list. The first strike shall be determined by the grieving party. The person whose name remains on the list shall be the arbitrator, and the parties shall jointly notify the arbitrator of his selection

8.8 ARBITRATION RULES

- 8.8.1 All arbitrators of grievances arising under this Agreement shall be conducted in accordance with the following rules:
 - 8.8.1.1 The issues before the arbitrator shall be mutually agreed to between the parties. If the parties fail to agree on the issue the arbitrator will frame the same.
 - 8.8.1.2 The arbitrator shall have jurisdiction and authority to decide a grievance properly before the arbitrator
 - 8.8.1.3 The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement any provision of this Agreement.
 - 8.8.1.4 The arbitrator may not issue any declaratory or advisory opinions and shall confine himself exclusively to the issue properly presented to the arbitrator for resolution.
 - 8.8.1.5 Each party may be represented at hearings by counsel other representatives of their choice.
 - 8.8.1.6 Each party shall bear the costs of preparing and presenting its own case. Any party desiring a verbatim transcript of the proceedings shall bear

its cost, unless otherwise agreed. If both parties desire a record, its cost shall be shared equally by the parties.

- 8.8.1.7 All expenses of the arbitrator shall be borne by the losing party. If the arbitrator awards a compromise or split award, the arbitrator's fees and expenses shall be borne equally by the parties to the arbitration.
- 8.8.1.8 Copies of the arbitrator's written award shall be furnished to the parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit.
- 8.8.1.9 The arbitrator's award shall be final and binding on both parties.

ARTICLE 9
BULLETIN BOARDS

- 9.1 The City will provide space for bulletin boards that the Union may use to post Association material or other material approved by the Association. No posted information shall pertain to any political or controversial subject or reflect badly on the City, its officials, employees, or employee organizations.
- 9.2 Each bulletin board will be located in an area mutually agreed upon by the Association and the City. The City will make available space for bulletin boards the size of 24x36 and smaller, but no less than 18x24.
- 9.3 Any matter posted on the bulletin board or placed for distribution which, in the discretion of the City, contravenes this article may be removed without notice to the Association. Any material so removed shall be given to the Association with a written explanation for its removal, within 24 hours of such removal.
- 9.4 Names of NAGE representatives may be posted on the NAGE bulletin board by the Association.
- 9.5 Non-union material posted on the Association's allocated space shall be brought to the attention of the area supervisor by a union official. Said supervisor shall take the necessary corrective action.
- 9.6 **BULLETIN BOARD LOCATIONS**
- 9.6.1 Bulletin boards shall be permitted in close proximity to the time clock in all work locations that have a bargaining unit member assigned to that location.

ARTICLE 10 PROBATION

- 10.1 All newly hired ~~City-bargaining-unit~~ employees must successfully complete a will remain on probation for a period of twelve (12) months probationary period. An employee moving into a bargaining unit position, with no break in service, and has completed an initial probationary period with the City, shall serve a six (6) month probationary period.
- 10.2 Newly hired probationary employees can be disciplined or discharged by the City and this action shall not be subject to the grievance or arbitration procedures.
- 10.3 Part-time employees who become full-time regular employees in the same position shall be given credit for probationary time served already as a part-time employee on an hour for hour basis. This probationary credit shall not exceed fifty (50%) percent of the probationary period required in Section 10.1 above.
- 10.4 Employees who are promoted before completion of their initial probationary period must serve a 12-month probationary period in their new position.
- 10.5 All newly hired probationary employees are eligible to use their accrued sick and vacation leave after a six (6) month waiting period.
- 10.6 A regular employee who is promoted or transferred shall serve a six (6) month probationary period provided he or she served an initial 12-month probationary period in their former position. If he or she is removed from the new position during the probationary period they shall be returned to his or her former position without loss of seniority or other benefits at their former pay. Probationary periods shall be extended by the amount of leave days the employee uses during the above probationary period.
- 10.7 Bargaining unit employees who are placed on probation as a result of a position reclassification or upgrade within the bargaining unit shall not have their seniority, sick leave or vacation accumulation affected by such change.

ARTICLE 11
SENIORITY, LAYOFF AND RECALL

- 11.1 Definition: Seniority shall mean an employee's length of continuous service with the City, within the bargaining unit, measured from the employee's date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the last four digits of the employee's social security number will determine seniority; lower number being more senior.
- 11.2 Accrual shall mean that an employee accrues seniority during all periods of approved leave with pay; an employee accrues seniority during periods of unpaid leave that do not exceed thirty (30) consecutive calendar days in duration. Seniority accrual is suspended on an employee's 31st day of unpaid leave and remains suspended until the date of the employee's return to duty. Probationary employees accrue no seniority until they obtain permanent status; permanent status is the satisfactory completion of 12 months' probation. Whereupon their seniority shall accrue from their date of hire with the City of Palm Bay.
- 11.3 Seniority will continue during the period of short term disability or worker's compensation leave.

Application:

- 11.4 Seniority shall govern layoff and recall and days off and shall apply for the purpose of vacation preference. Providing operational needs have been met and the best interest of the City has been taken into consideration, seniority in rank will be given preference with respect to shift preference.
- 11.5 Seniority Pool shall mean all employees holding the same job classification/job description shall constitute a seniority pool.
- 11.6 Notice of Layoff: Prior to any layoff the City shall notify in writing affected bargaining unit employees of such layoff no less than 30 working days before the effective date of the layoff.
- 11.7 Layoff: The City will determine the timing of layoffs, the number of employees to be laid off, and in which seniority pool(s) layoffs will be affected.
- 11.8 Bumping: is the condition under which an employee laid off from one seniority pool may move to another seniority pool by displacing the least senior employee in another seniority pool.
- 11.8.1 An employee may bump the employee with the least seniority in a seniority pool if the bumping employee has more seniority than the employee he will bump, fulfills the

work experience requirement of the position through work experience obtained within the last five years, and has successfully completed one year of service in that seniority pool.

11.8.2. Recall: Employees in layoff status will be recalled using the procedure set forth in section 11.7(a) of this article. The names and seniority dates of laid off employees shall be placed on a recall list. A copy of the list shall be supplied to the Association. Employees on a recall list will be automatically referred to position vacancies covered by this Contract that are at a pay grade equal to or less than the position from which the employee was laid off.

11.9 Notice of recall shall be given to the employee by the Human Resources Department via certified mail, return receipt requested, sent to the most recent address contained in the laid-off employee's personnel records. It shall be the responsibility of each laid-off employee to keep the Employer continuously advised of his correct current address if the employee desires to be recalled by submitting a certified letter to the Human Resources Department with a copy to the Association.

11.10 An employee who receives a notice of recall must notify the Human Resources Department of his desire to return to work no later than the close of the fifth (5) ~~business~~working day following the receipt of the recall notice, but not more than 10 ~~calendar~~working days from the mailing. If a notice of recall is returned unclaimed, it shall be presumed that the employee has been notified. A laid off employee who fails to notify the Human Resources Department in accordance with this section shall lose his position on the list and the employee's name shall be dropped to the bottom.

11.11 Within ten (10) working days of the date a laid-off employee gives notification to the Human Resources Department of his desire to return to work, the employee must report fit for duty or lose all recall rights.

11.12 Employees shall be recalled in the order of their seniority within the classification selected by the City for recall. If, after the City has provided notice of recall in accordance with this Article to all eligible employees on the recall list, vacancies exist because laid-off employees have refused recall or failed to respond to notice within the time allotted, the recall list shall be deemed exhausted and the City shall fill the vacancies through its ordinary hiring process.

11.13 Upon the recall and return of a laid-off employee to a unit position, the recalled employee shall receive the rate of pay applicable under the pay plan in force on the date of recall.

11.14 Seniority shall not accrue during layoff. Upon recall, an employee's seniority shall date from the employee's former hiring date, less the period of layoff.

11.15 Employees shall lose seniority as a result of the following:

11.15.1 Termination or Resignation

11.15.2 Retirement

11.15.3 Layoff exceeding the period of the employee's seniority or 24 months whichever is less.

11.15.4 Unexcused absence exceeding three (3) consecutive work days shall result in the loss of seniority for all unexcused days absent.

ARTICLE 12
OFF-DUTY EMPLOYMENT

- 12.1 An employee may engage in off-duty employment to the extent that said off-duty employment does not interfere with the performance of the employee's duties for the City of Palm Bay, or be in conflict with the interest of the City of Palm Bay, Florida, or does not violate federal, state, or local laws or ordinances.

ARTICLE 13
PREVAILING RIGHTS

- 13.1 Unless otherwise provided in this Agreement wages, hours, and other terms and conditions of employment in effect on the effective date of this Agreement shall be maintained during the term of this Agreement.

ARTICLE 14
LEAVE WITH PAY

14.1 JURY DUTY

14.1.1 Any employee summoned to serve on Federal, State, County or Circuit Court jury may retain only expense fees. All other payments will be turned in to the City. All employees serving on jury duty will receive their full pay and allowances.

14.1.2 Employees are required to provide proof of attendance from the court for each day they are required to report for jury duty. The proof of attendance must indicate the date, time reported and time released.

14.1.3 Employees shall notify their assigned supervisor three (3) weeks before jury duty is to commence, or immediately upon the employees next scheduled working day after receipt of notification in which they are summoned to serve jury duty.

14.2 SUBPOENA

14.2.1 Any employee subpoenaed as a result of their employment with the City will receive their full pay and allowances.

14.3 VOTING ON SCHEDULED ELECTIONS

14.3.1 Employees required to work more than eight (8) hours during local, state or national elections may, upon prior approval from the Department Head or designee, be granted up to one (1) hour of compensable time during their regularly scheduled work hours to cast their ballots as long as this release time does not interfere with departmental activities and provided the employee is registered and eligible to vote.

14.4 EMERGENCY BLOOD DONATION

14.4.1 Employees in the bargaining unit may be granted time off with pay for donating blood during emergency replenishment if authorized by the Department Head.

ARTICLE 15
LEAVE OF ABSENCE WITHOUT PAY

- 15.1 Upon the recommendation of the Department Head, and the Human Resources Director and approval by the City Manager, a regular full time employee may be granted a leave of absence for a course of study, extended illness, disability, or other valid reasons.
- 15.2 Leave of absence may be authorized for extended absences over and above FMLA (Family Medical Leave) not exceeding six months. Each instance shall be reviewed on its merits by the Department Head, Human Resources Director and final approval of the City Manager upon receipt of a formal written request submitted to the Department Head. If extended leave is for illness, the employee must apply for the extension per the City's Administrative Code for extended medical leave of absence.
- 15.3 The approval of leave shall indicate the total period of time an employee expects to be away from duty.
- 15.4 An employee shall not be eligible to accrue leave while on leave of absence without pay.
- 15.5 All leaves of absences without pay (except military) in excess of thirty (30) calendar days will not be counted toward the employee's seniority unless otherwise agreed.
- 15.6 Unless otherwise specified, employees on leave of absences without pay will not be permitted to accept outside employment during the leave. An employee on approved Family Medical Leave Act (FMLA) may request permission from the City Manager to work at a family business. The determination of the City Manager is final and is not subject to the grievance procedure.
- 15.7 Retention of health and life insurance benefits while on leave of absence will be at the employee's expense unless otherwise specified.
- 15.8 It is the intent of both parties that this article shall be in compliance with the Family and Medical Leave Act of 1993. Where any section is in conflict, the Act shall prevail.

ARTICLE 16 UNIFORMS

16.1 The City shall continue to provide, without charge to employees, the following uniforms and equipment:

16.1.1 Utilities ~~Department~~Division

11 shirts (Uniform Service)

11 trousers/slacks/shorts (Uniform Service)

16.1.2 Fleet Services

11 shirts (Uniform Service)

11 pants and/or shorts (Uniform Service)

16.1.3 Parks and Recreation – Replacement only as needed:

5 shirts

5 pants or shorts

5 T-shirts

16.1.4 ~~Public Works Transportation & Drainage~~ – Replacement only as needed:

5 shirts

5 pants or shorts

5 T-shirts

16.2

The Department Head and Risk Manager shall jointly determine the work and/or safety related necessity of special footwear for each job class. Members in job classes requiring special footwear who have completed 6 months of employment (and each fiscal year thereafter) shall receive ~~and wear special footwear from the city with a cap of \$200 allowable credit to purchase footwear from the two (2) designated vendors, a payment of \$125.00 per fiscal year for footwear payable following submission of the receipt for said footwear and proof that the footwear meets the appropriate safety standard.~~

16.3

Employees shall be responsible for taking reasonable care of all issued equipment. Uniforms furnished to employees are still considered City property and as such, any intentional or negligent damage, excluding normal wear and tear, of the clothing is considered willful damage to City property and is subject to disciplinary action. Based upon the supervisor's approval, the City shall repair or replace, at no cost to the employee, issued uniform components or equipment which are damaged, destroyed, or worn out in the course of work.

- 16.4 Appropriate deductions will be made from the employee's pay check(s) if items of uniforms/equipment are not surrendered upon termination of employment or are lost/damaged due to employee negligence.
- 16.5 Employees shall be permitted to display a pin or patch of their designated union on uniforms or to wear a hat with a union logo.
- 16.6 The requirement to wear uniforms will be at the discretion of the Department Head. Employees will not be eligible for a uniform issue if the Department Head determines that uniforms are not required.
- 16.7 The City shall provide to any City employee required to wear protective clothing, clothing of good quality and condition. Such clothing may consist of rain gear, boots, gloves, goggles, helmet, protective leg wear, and disposable coveralls. The determination for wearing such clothing shall be at the discretion of the Department Head.

ARTICLE 17
USE OF PERSONAL VEHICLES

- 17.1 The City will make every reasonable effort to see that employees will not normally be required to use their personal vehicles in the performance of assigned duties.

- 17.2 Where an employee is required to use his personal vehicle for the performance of assigned duty, they will be compensated for mileage at the rate established in the City's Travel Policy (Administrative Code 29).

**ARTICLE 18
RETIREMENT PLAN**

- 18.1 The City will provide a defined contribution plan to all employees of the bargaining unit. Individual retirement accounts will be established through a plan provider approved by the City.
- 18.2 10/01/09 – 06/01/10 the employee will contribute six percent (6%) of base pay and the City will contribute nine percent (9%) to each member’s individual retirement account.
- 18.3 ~~06/01/10 — 9/30/11 the~~ The City will contribute a base of 3% to each individuals retirement account. The employee may elect zero to six percent (0-6) % to contribute to their account and the City will match the employee election percentage in addition to the above 3%. Any contributions after 9/30/~~11~~16 must be established through the bargaining process. Upon mutual agreement the City may open the Plan in accordance with Plan documents and IRS rules. This will be handled through a MOU.

Elective Employee	Match Employer	Employer Base	Total Contribution
0	0	3	3
1	1	3	5
2	2	3	7
3	3	3	9
4	4	3	11
5	5	3	13
6	6	3	15

***Employee elected contribution rate must be in accordance with IRS Code.**

- 18.4 Other provisions of the City Retirement Plan will be as found in the Money Purchase Plan & Trust Adoption Agreement between the City of Palm Bay and the International City Managers Association-Retirement Corporation.
- 18.5 The City and the bargaining unit agrees to meet to consider alternate proposals including FRS (Florida Retirement System). The Union specifically acknowledges that there is no requirement that the City accepts an alternate proposal(s) and this section is not subject to impact bargaining and/or impasse.

ARTICLE 19
EDUCATION AND TRAINING

19.1 TRAINING

19.1.1 Employees who attend any educational or training program as directed by the Employer will do so without loss of pay or benefits. Travel time from portal to portal will be considered hours worked.

19.2 Employees may be requested to attend such training programs as directed by the City. The City will endeavor to schedule training programs during normal working hours. All employees required to attend educational or training programs shall do so at no expense to the employee and shall receive allowances according to the City's Administrative Code 29 Travel. If available, the City will provide the employee(s) with a City vehicle. Employees attending such programs in a group shall not individually receive transportation reimbursement and shall reasonably be required to pool with respect to transportation.

19.3 Employees desiring to enroll in a legitimate educational institution who will be required to attend classes during work hours may, in advance of the commencement of said classes, make arrangements with the City for an adjustment of work hours to permit class attendance or for reasonable leave without pay for class attendance.

19.3.1 Release on leave without pay status or adjustment of work scheduling shall be at the discretion of the City and shall be dictated by the City's need for the employee to perform work duties during normal work hours.

EDUCATIONAL REIMBURSEMENT

Funding: The ability to provide educational reimbursement is subject to the availability of funds.

19.4 A regular full time employee who desires to obtain reimbursement by the City for a job-related college or technical certification course (or prerequisite for such course) shall, prior to enrolling in such course and paying registration fee, submit an Educational Reimbursement Form to the City Manager through appropriate department channels. This request shall state:

19.4.1 The institution, course of study, and job-related purpose of the course;

19.4.2 The degree major/certificate sought;

19.4.3 The total number of seminar/quarter hours for which reimbursement is sought and the approximate cost thereof;

19.4.4 The estimated completion date for the program or semester.

- 19.5 Two courses per semester may be reimbursed.
- 19.6 The City Manager, after receiving the recommendation of the Department Head (or designee), shall grant or deny the request for reimbursement. The City Manager's decision shall be final, except as provided in this article.
- 19.7 An employee who has received the City Manager's approval for educational reimbursement shall, at the end of the course of study, or of the semester (in the case of a continuing degree program), submit to the Department Head (or his designee) the following documents:
- 19.7.1 Itemized receipts showing payment for tuition (including enrollment fees) and books utilized during each course of study.
- 19.7.2 A transcript reflecting the grade(s) achieved by the employee for the completed course(s).
- 19.8 The City shall provide reimbursement for approved educational expenses according to the following schedule (up to the per credit hour charge made by the University of Central Florida).
- 19.8.1 100% reimbursement for courses in which a final grade of "A" is achieved; or for courses in which a grade is not issued but the employee presents documentation of successful completion of the course;
- 19.8.2 80% reimbursement for courses in which a final grade of "B" is achieved;
- 19.8.3 60% reimbursement for courses in which a final grade of "C" is achieved;
- 19.8.4 No reimbursement for courses in which the final grade of less than "C" is achieved, or from which the employee has withdrawn or been issued an Incomplete.
- 19.8.5 If the employee receives tuition reimbursement from any other source, the reimbursement provided by the City shall be reduced by the amounts received from other sources. Employees shall be required to inform the City of tuition reimbursement received from any other source.
- 19.9 In order to receive educational reimbursement, an employee must execute a formal contractual agreement with the City which provides that:
- 19.9.1 The employee agrees to remain in the City employment for a minimum of one year from the end of the course or semester for which the employee receives reimbursement, and;

19.9.2 The employee agrees to repay, pro-rated, amounts received for education reimbursement if the employee's City employment terminates within one year from the end of the course or semester for which the employee receives reimbursement, and;

19.9.3 The employee agrees that any funds, including accrued vacation and sick leave balances, held for the employee by the City on the date of an employee's termination may be applied to satisfy the employee's liability for education reimbursement repayment under the agreement.

19.10 Any problems with this article may be addressed through the Labor Management Communications Article (Article 38).

19.11 The educational reimbursement program is suspended until such time as City Council allocates funding for the program.

ARTICLE 20
HEALTH INSURANCE

20.1 The City will provide group health insurance coverage to employees covered by this agreement with the opportunity to participate in the City group health insurance plan.

~~As of the For~~ 2010 plan year; Option 3 (Choice) individual coverage will be provided at no cost to employees. The City will contribute 83% per month; employees will contribute 17% per month toward the cost of family plan. ~~If an employee selects a~~Any other plan options made available by the City, the employee will pay the difference in cost in comparison to Option 3 (Choice).

20.3 Cafeteria benefits are at the option of the member.

20.4 The City will contribute \$13.74 bi-weekly per member toward cafeteria benefits or \$23.66 bi-weekly per member toward cafeteria benefits for members with dependents. Members who are not covered under the City's health insurance program, either as an employee or dependent, shall have added an additional \$520.00 per year, to be paid in bi-weekly increments, to their cafeteria sheet credits. The balance of the cafeteria sheet credits not spent will be paid to the employee (after tax dollars) in their bi-weekly paycheck.

20.5 The City and the ~~Union-Association~~ will continue to participate in an Insurance Committee for the purpose of monitoring the financial integrity of the Insurance plan and to advise the City's Human Resources Director (or designee) as to the insurance needs of its unit members. One (1) representative of the Association shall be a member of the Committee. A representative of the Human Resources Department shall also be a member of the Committee. This Committee shall meet when necessary. The Committee shall submit a report to the Human Resources Director after said meeting, including any recommended action(s) necessary to limit the cost of the plan.

**ARTICLE 21
SICK LEAVE**

21.1 Employees hired on or after 06/01/10 are eligible to earn sick leave at 8 hours per month. ~~Employees hired on or after 06/01/10 may accrue up to the maximum of 800-500 hours.~~

21.1.1 Employees hired prior to 06/01/10 shall remain on the monthly accrual hours increase listed below ~~based on their years of service through September 30, 2010. On October 1, 2010 the accrual hour's increase shall be suspended with employees remaining at their hours per month~~ as of September 30, 2010.

0 – 10 years of service	8 hours per month
10 years plus one day – 15 years of service	10 hours per month
15 years plus one day of service	12 hours per month

Employees ~~hired prior to 06/01/10~~ may accrue up to the maximum accumulation of ~~1,152- 500~~ hours. When an employee's accrual balance drops below ~~800-500~~ hours; ~~that 500~~ shall be the new maximum for the employee. If an employee's accrual balance is below ~~800-500~~ hours at ratification of this contract, ~~800-500~~ hours shall be the new maximum accrual for the employee. Employees that are over the maximum accumulation of sick leave shall receive a monthly payout equivalent to the value of their monthly sick leave accrual in lieu of increasing their sick leave accrual.

21.1.2 Sick leave may be taken during an illness of the employee or the serious illness of a member of his immediate family. All employees are required to notify their supervisor or his designee prior to or at their scheduled reporting time on each day of absence due to illness, unless the duration of the illness is established with the supervisor or via medical documentation. Should an employee be absent due to illness and fail to comply with the rules and regulations covering sick leave, such employee may be subject to disciplinary action. Absences under sick leave conditions may be subject to investigation by the appropriate supervisor.

21.2 Sick leave will be charged only against an employee's regular workday and shall not be charged for absences on pre-arranged overtime work days, unscheduled call in, overtime work days or holidays unless the holiday is a regularly scheduled workday for said employees.

21.3 Sick leave may be used by an employee when incapacitated and unable to perform his duties due to sickness or injury, or for doctor's appointments.

21.4 All regular full-time employees may "trade back" up to eighty (80) hours annually (over a retained 80 hours credit) of unused earned sick leave. This leave may be "traded", at a rate of one hour for one hour, for additional vacation.

21.5 Employees who resign or are separated in good standing shall receive 50% pay for of their accrued and unused sick leave balance at a rate of fifty (50%) percent after a ~~retention of eighty (80) sick leave hours by the City.~~ Employees terminated for cause or employees who terminate during their original probationary period are not eligible for accrued sick leave payout.

21.6 For the purpose of calculation, new employees beginning work between the first and fifteenth of the month will begin to earn sick leave as of the first of the month. If employed after the fifteenth, earning leave would start on the next calendar month. Employees terminated before the sixteenth of a month will not be credited with leave for the month of termination. Those terminating on the sixteenth or later will be credited with leave earned for the terminating month.

21.7 After completion of six (6) months of continued regular full-time employment, newly hired employees shall be eligible to use sick leave as earned, subject to approval of the Department Head or designee.

~~21.8 It is specifically agreed and understood by the parties that the above "trade-back" Article 21.4 is waived and shall not be applied 10/01/10 — 09/30/11 of this collective bargaining agreement.~~

ARTICLE 22
SAFETY AND HEALTH

- 22.1 The City will make every reasonable effort to provide and maintain safe working conditions. To this end the NAGE and the City will cooperate. The Local President or designee shall be a member of the City's Safety Committee. However, the NAGE Safety Committee member shall not be eligible for overtime pay for Committee time.
- 22.2 Department Heads will determine the proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices must be used. Failure by employees to utilize provided equipment or devices will make them subject to disciplinary action.
- 22.3 Employees shall not be required to use or operate a vehicle, or piece of equipment for which the employee has not been adequately or properly trained to operate. No employee shall remove from any vehicle or equipment any safety device which has been installed there by the manufacturer or the City. Employees shall promptly report vehicle or equipment malfunction or damage beyond normal wear and tear to the employee's supervisor or Department Head as appropriate, to the extent that same interferes with the safe operation of the vehicle or equipment. The supervisor or Department Head shall investigate the report and thereafter take appropriate action.

ARTICLE 23
JOB CONNECTED DISABILITY

- 23.1 Any employee covered by this Agreement who sustains an injury as a result of and arising within the course and scope of employment by the City shall receive wage replacement benefits payable under the Workers' Compensation Law of the State of Florida (F.S. 440).
- 23.2 Sick and annual leave time and seniority will continue to accumulate during the period of disability. Employees may use sick leave, vacation or compensatory time to supplement workers compensation to one-hundred (100%) percent of net base pay.
- 23.3 Any such employee injured may be required by the City to be examined by a medical doctor, specified and provided by the City, who shall determine the employee's condition and fitness for full or partial return to duty.
- 23.4 If a doctor verifies that an employee can perform "light" duty, the City also reserves the right to review the operational impact of maintaining that employee on "light" duty. Assignment to "light" duty shall be considered a temporary assignment, without reduction in pay. Such reassignment shall be duties commensurate with medical and mental fitness, availability of suitable work, and his qualifications for the position. If an employee is determined to be able to perform "light" duty, refusal of such assignment by the employee may result in the loss of position, workers compensation benefits and/or of job-connected disability leave supplemental benefits.
- 23.5 No employee will be entitled to job-connected disability leave with the herein described benefits where an injury has been determined to have been the result of intentional self-infliction or where the disability or illness continues as a result of the employee's failure to cooperate with the medical advice or corrective-therapy.

ARTICLE 24
DEATH OF AN EMPLOYEE

- 24.1 When a bargaining unit employee dies, all accrued leave and any other monetary benefits due the employee at the time of death shall be paid to the employee's designated beneficiary. In the absence of a designated beneficiary, the benefits shall be paid pursuant to any order issued by a court of competent jurisdiction in the State of Florida or pursuant to Statute where applicable.

**ARTICLE 25
HOLIDAYS**

25.1 The following days shall be observed as holidays for all employees subject to this Agreement:

New Year's Day	
Martin Luther King's Birthday	Presidents Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas	Employee's Birthday

25.2 The Employee's Birthday must be taken within one (1) year of earning and cannot be taken prior to the actual birthday.

25.3 The City Manager will determine which department or operations will be closed in observance of the holiday and what day will be observed. If the holiday, such as Christmas, falls on a Saturday, it shall be observed the following Monday, or on the preceding Friday at the option of the City Manager.

25.4 Probationary employees (new hires) are not eligible for holiday pay for the first thirty (30) calendar days employed.

25.5 An employee who is required to work on a day observed as a holiday (except for their birthday) shall receive pay for all hours actually worked on the holiday at the rate of one and one-half (1-1/2) of the employee's base hourly rate of pay. In addition, the employee will receive a full day of holiday pay.

25.6 A Holiday equals those hours an employee is normally scheduled to work on the day observed as a holiday.

25.6.1 Example:

25.6.1.1 8 hour Employee = 8 hour Holiday

25.6.1.2 10 hour Employee = 10 hour Holiday

25.6.1.3 12 hour Employee = 12 hour Holiday

25.7 In the event that the Christmas or New Year holiday is observed by the City on a day other than December 25th or January 1st, all employees who are required to work on December 25th or January 1st may elect to treat that day as that employee's observed holiday and shall be paid at the rate of the employee's base hourly rate. The employee

may not receive holiday pay for both the city observed holiday and the employee observed holiday.

- 25.8 Employees who work shifts and are not normally scheduled to work the holiday shall receive the hours for their normally scheduled day in compensation for the holiday. This holiday pay will not be counted as time worked for the purpose of calculating overtime.

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ARTICLE 26
BEREAVEMENT LEAVE

- 26.1 In the event of the death of an employee's spouse, child, or step-child living in the employee's household, the employee will be granted ~~64~~ 8 working ~~hours~~days of Bereavement Leave. In the event of a death ~~in-of~~ an employee's immediate family ~~member, living outside of the employee's household, the employee will be granted five (5) working days of Bereavement Leave. In the event of the death of an employee's non-immediate family member, the employee will be granted four (4) working days paid leave as defined in 26.2, the employee will be granted 24 hours leave if the funeral occurs in-state and 40 hours leave if the funeral occurs out of state.~~
- 26.2 "Immediate Family Members" ~~is-are~~ defined as the employee's father, mother, step-children ~~living outside the employee's household, father in law, mother in law, children, spouse, domestic partner, brother, sister, brother in law, sister in law, grandparents, grandchild, son in law, daughter in law, step father, step mother,~~ legal guardians and/or ward.
- "Non-immediate Family Members" are defined as father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchild, son-in-law, daughter-in-law, step-father, and step-mother.
- 26.3 Should an employee require additional time other than provided for by 26.1, additional time may be requested from the Department Head and shall be charged to the employee's accrued annual leave, sick leave or compensatory leave.
- 26.4 The employee is required to present proof of loss in the form of an obituary notice or other proof approved by the Human Resources Director.

**ARTICLE 27
VACATION LEAVE**

27.1 VACATION LEAVE

27.1.1 Only regular full-time employees will be entitled to earn and accrue vacation leave with pay. Vacation(s) shall be selected based upon seniority.

27.2 ACCRUAL OF VACATION LEAVE

27.2.1 Vacation leave for regular full-time employees hired on or after ratification of this contract will be earned at a rate of eight (8) hours per month during the first ten (10) years of employment, and ten (10) hours per month for eleven (11) or more years of employment.

27.2.2 Current employees hired prior to the ratification of this contract, will earn shall have their accrual hours in accordance with the following formula:

<u>Years of Employment</u>	<u>Hours Per Month</u>	<u>Workdays Per Year</u>
First through fifth (1-5)	8	12
Sixth through tenth (6-10)	10	15
Eleventh through fifteenth (11-15)	12	18
Sixteenth and over (16+)	14	21

27.2.~~32~~ For purpose of calculation, new employees beginning work between the first and fifteenth of the month will begin to earn vacation leave as of the first of the month. If employed after the fifteenth, earning leave would start on the first of the next calendar month.

27.2.4 The maximum amount of vacation accrual is 240 hours. Employees that are over the maximum accumulation of vacation leave shall receive a monthly payout equivalent to the value of their monthly vacation leave accrual in lieu of increasing their vacation leave accrual.

27.2.~~35~~ Employees terminated before the sixteenth of a month will not be credited with leave for the month of termination. Those terminating on the sixteenth or later will be credited with leave earned for the terminating month. ~~Vacation leave earned in excess of 240 hours must be used before the end of the calendar year or it shall be forfeited. Provided, however, if an employee requests annual leave more than 60 days prior to the end of the calendar year and such leave request is denied by management, the employee shall be permitted to carry forward to the next year those hours of accrued annual leave in excess of 240 hours up to the~~

~~amount of leave that was denied. Carry over hours must be used by April 1st of the next calendar year, or they are forfeited.~~

27.3 USE OF VACATION LEAVE

27.3.1 After completion of six (6) months of their twelve (12) months probationary service, the newly hired employee shall be eligible to use such leave as earned, subject to approval of the Department Head or designee. Vacation leave may be granted for the following purposes:

27.3.1.1 Vacation

27.3.1.2 Absence for transaction of personal business

27.3.1.3 For uncovered portion of sick leave when such leave has been exhausted through illness

27.3.1.4 Any absences from work not covered by another type of leave provision established by the City Council

27.4 HOLIDAYS OR ILLNESS DURING VACATION

27.4.1 Holidays occurring while an employee is on vacation leave will not be charged against his vacation leave balance. Illness on vacation may be charged to sick leave. An employee making such claim should be prepared to verify such illness.

27.5 SCHEDULING VACATION LEAVE

27.5.1 All vacation leaves must be approved in advance by the Department Head or designee. The Department Head or appointing authority shall make provisions annually for vacation leave of his employees at such time as will least interfere with the efficient operation of the department.

27.5.1.1 Employees shall be notified in writing if the request is granted or denied, no later than seven (7) calendar days from the date the leave request was submitted.

27.5.1.2 If the request is denied, the employee shall receive a reason, in writing, for the denial.

27.6 VACATION LEAVE PAY UPON TERMINATION

27.6.1 Employees who resign or are separated shall receive pay for their accrued and unused vacation leave to a maximum of 240 hours.

27.6.2 Vacation leave pay will be computed upon the employee's regular rate of pay at separation.

27.7 RESTRICTIONS

27.7.1 Vacation leave, as a recognized benefit extended by the City to its employees, will be subject to the following restrictions:

27.7.1.1 The minimum charge for vacation leave shall be in quarter (1/4) units.

27.7.1.2 Vacation leave may not be taken until earned.

27.7.1.3 Vacation leave shall not be earned by an employee during a leave of absence without pay, a suspension, or when the employee is otherwise in a non-pay status. Employees who terminate during their original probationary period are not eligible for accrued vacation pay.

27.7.1.4 Vacation leave pay shall not exceed 240 hours.

27.8 Employees shall be allowed to sell up to forty (40) hours of vacation time at their current hourly rate once each calendar year of the contract provided that the employee has used eighty (80) hours of vacation during the calendar year, ~~forty (40) of which must be consecutive.~~ This process will be an annual election in which a request form will be forwarded to Human Resources. The election request must be submitted during the months of April and May each calendar year. The intent of this election is to allow for budget preparedness. Should a circumstance occur outside of the election time frame the City Manager shall be final approval.

ARTICLE 28
MILITARY LEAVE

- 28.1 Employees who are members of the reserve components of the Armed Forces of the United States, or of the Florida National Guard, shall be entitled to a leave of absence from their respective duties without loss of pay for such times as they are in military service for field training, not to exceed seventeen working days per year.
- 28.2 The employee will submit proof of duty by a copy of his orders from the appropriate military commander when formally requesting military leave through appropriate department channels.
- 28.3 Employees called, recalled, or drafted to active duty shall retain whatever job rights as maybe provided for by federal law or state law. An employee returning to work after such military service will be credited with seniority accrued prior to and during such military service, however will not have accrued any additional vacation or sick leave benefits during the leave.

ARTICLE 29
WORK SCHEDULING, WORK PERIOD AND OVERTIME

- 29.1 The Employee's standard work week shall consist of forty (40) hours in a seven (7) day cycle. Seven day cycle is Saturday through Friday.
- 29.2 Employees shall receive overtime pay at the rate of one and one half times their regular rate for all hours actually worked in excess of forty (40) hours in a work week. Sick leave, holidays, ~~and training, and vacation~~ time will be considered as hours worked for overtime purposes. ~~Vacation time shall not be considered as hours worked for overtime purposes unless the employee is mandatorily required to work in accordance with Article 29.12. Mandatory Overtime must be approved in advance by the employee's Department Head or the Department Head's designee.~~
- ~~29.3 Compensatory time accrued as of June 1, 2010 may remain on the books or used according to the following stipulations. Compensatory time may be taken upon written request approved by the Department Head. Compensatory time shall be approved under the same conditions as vacation time and the use of compensatory time may be denied because of lack of manning.~~
- 29.4 All employees shall be entitled to an unpaid meal period of one-half hour's duration.
- 29.5 Each employee shall be allowed a fifteen (15) minute break during the first half of the employee's day and a fifteen (15) minute break during the second half of the work day. If so desired, these two fifteen (15) minute breaks can be combined with the meal period at the discretion of the employee's supervisor.
- 29.6 Under ordinary circumstances, no employee shall be required to work a split shift. Except under exigent circumstances, when an employee is assigned to a different shift schedule as a result of a shift rotation or assignment to a different unit, the employee shall be entitled to at least eight hours off duty before being required to resume work.
- 29.7 Operation requirements permitting, the City agrees to give employees ~~fourteen (14) calendar~~ ten (10) working days notice of work and shift changes, except under emergency situations.
- 29.8 When no declared emergency exists, employees at work will not be sent home due to inclement weather. Supervisors may allow employees to go home during inclement weather (at the employee's option) without pay or using vacation or compensatory time.

OVERTIME DISTRIBUTION

- 29.9 The City will distribute overtime work among the regular employees by seniority within the job classification.

- 29.10 No employee may authorize overtime for himself, but shall be entitled to receive overtime as appropriately authorized by the employee's supervisor. No supervisor shall change the employee's work schedule to avoid paying overtime without giving ten (10) working days notice, unless it is an exigent circumstance.
- 29.11 When daily work assignments require overtime, employees assigned to projects where unexpected overtime occurs, will, upon management decision and direction, complete all required project tasks/assignments.
- 29.12 In those cases where the City has one regular work day notice that "unexpected overtime" will occur, the City will post signup notice with the number of employees needed by job classification. Overtime shall be distributed by job classification to the most senior qualified employee who signs up. If a sufficient number of employee(s), by job classification, do not sign up, the least senior qualified employee(s) in that job classification shall be required to work overtime.
- 29.13 Employees on light duty shall not be permitted to work overtime except in a City-declared emergency situation. In this situation, employees on light duty may be requested to work overtime within their medical restrictions if all employees holding the same job classification are required to work overtime.
- 29.14 It is understood that the Department Head has the right and responsibility to not offer overtime for a particular overtime assignment based upon the employee not possessing the qualifications/skills needed to complete the assignment.
- 29.15 In those cases where the City does not have one regular work day notice the City will make every effort to assign overtime with right of first refusal to the most senior employee in the classification in which the "unexpected overtime" occurred.

The City and the Union agree to participate in Labor/Management discussion to achieve mutual proposals with regard to pending issues such as overtime distribution, furlough procedures and other topics as needed.

ARTICLE 30
SHIFT DIFFERENTIAL

- 30.1 If ~~a shift starts~~ the majority of an employee's shift is between the hours of 6:30 a.m. and ~~2:30~~ 4:30 p.m., no shift differential will be paid. (First shift)
- 30.2 If an employee's ~~regular~~ shift includes more than 4 hours (on an 8-hour shift) or 5 hours (on a 10-hour shift) worked after 2:30 p.m., said employee will be paid ~~\$.45~~ \$.75 per hour shift differential pay for the entire 8- or 10- hour shift. (Second shift).
- 30.3 If an employee's ~~regular~~ shift includes more than 4 hours (on an 8-hour shift) or 5 hours (on a 10-hour shift) worked after 10:30 p.m., said employee will be paid ~~\$.60~~ \$1.00 per hour shift differential pay for the entire 8-or 10-hour shift. (Third shift).

ARTICLE 31
CALL BACK AND ON-CALL/STAND BY PAY

Call Back

31.1 An employee who is called to work while in an off-duty status shall receive a minimum of two (2) hours pay or pay for all hours actually worked after call back, whichever is greater. For the purpose of this article, actual time of travel to the duty station, not to exceed one (1) hour, shall be considered as hours worked.

On-Call/Standby

31.2 Employees shall receive two (2) hours of straight-time pay for each day they are required to be on-call/stand-by after normal work hours. Employees shall receive four (4) hours of straight-time pay for all weekends and holidays. Employees so compensated shall not receive additional call-back pay. The two hours per day earned under this article shall not count toward overtime accrual. Employees compensated for being on-call/stand-by are eligible to receive pay for actual hours worked if required to respond to a call.

31.2.1 Members will be selected to be on-call/standby from a voluntary sign-up sheet. If an insufficient number of employees volunteer to be on-call/stand-by, management shall have the right to require the least senior employee to be on-call/stand-by.

ARTICLE 32
ADDITIONAL COMPENSATION

- 32.1 The Employer agrees to pay any bargaining unit member designated as a Crew Leader an additional \$60.00 per week as a Crew Leader. Crew Leader is a special assignment and the Employer may remove the designation at any time, at the Employer's discretion. This incentive will be counted for overtime purposes but will not otherwise be included in the assigned individual's base wages.
- 32.2 Light Equipment Technicians and Heavy Equipment Technicians will receive a \$300 tool allowance payable in the first full paycheck received for the month of October. Any employee receiving a tool allowance and leaving City service before the end of the fiscal year for which the tool allowance was received shall reimburse to the city a prorated amount of the tool allowance for the months of the fiscal year the employee did not complete. An employee leaving City service after the first day of the month shall reimburse the City for that month an amount of the tool allowance representing a full month proration. The City reserves the right to deduct the prorated tool allowance from the employee's final check.
- 32.3 Light Equipment Technicians and Heavy Equipment Technicians upon obtaining an Auto Service Excellence (ASE) certification or recertification and/or a Level I or Level II EVT certification or recertification shall receive a onetime payment of \$100.00 per certificate.
- 32.4 Light Equipment Technicians and Heavy Equipment Technicians upon obtaining an Auto Service Excellence (ASE) certification as an Automotive Master and/or Medium Heavy Truck Master or Level III EVT shall receive each fiscal year an annual payment of \$100 per year, per master's or Level III certification, payable the second pay date in October, for maintaining their Master's and/or Level III certification, not to exceed \$300.00 per year.
- 32.5 NAGE Blue employees in the Utilities Department who obtain a I, II, or III certificate in Water Distribution Technician and/or Wastewater Collection Technician- ~~A,B,C~~ shall receive a onetime payment of \$100.00 for each certificate.
- 32.6 Water Treatment Plant Operators A, B, or C and Wastewater Treatment Plant Operators A, B, or C who obtain a dual certification as Water or Wastewater Treatment Plant Operators shall receive a onetime payment of \$100.00 for the dual certification.
- 32.7 Employees in the ~~Transportation & Drainage Division~~ Public Works Department who obtain a certificate approved by their Division ~~Head-Manager~~ from IMSA shall receive a onetime payment of \$100.00 for each certificate.
- 32.8 Employees in the Fleet Services Division who obtain a certificate approved by their Division Head from ASE shall receive a onetime payment of \$100.00 for each certificate.

32.9 Employees in the following classifications within the Water Distribution Division of the Utilities Department who with the approval of their Department Head, as an operational necessity, obtain a license as a Water Distribution System Operator and regularly use the license within the course and scope of their employment in accordance to the Florida Administrative Code will receive a specialty pay for being assigned and working on the City's water infrastructure based upon the license held:

- Backflow Prevention Technician
- Heavy Equipment Operator I
- Maintenance Mechanic
- Maintenance Worker
- Meter Maintenance Technician
- Water Line Maintenance Technician

Specialty Pay Levels:

- | | |
|---|-----------------------|
| • <u>Water Distribution System Operator I</u> | <u>\$300 annually</u> |
| • <u>Water Distribution System Operator II</u> | <u>\$200 annually</u> |
| • <u>Water Distribution System Operator III</u> | <u>\$100 annually</u> |

Employees who have the aforementioned licenses will be paid annually for the maintenance and usage of their license not to exceed \$300 per year payable on the second pay date in October. Employees who receive their license mid-year will receive a proration of the annual specialty pay amount.

32.10 Payment for certifications shall be made within 30 days after the employee submits written proof of passing the test.

32.1011 Certificates required as part of the minimum requirements in a job description are not eligible for reimbursement under this Article.

ARTICLE 33
ACTING PAY

33.1 Except as in hereafter provided, when an employee is qualified for and is temporarily assigned the authority, duties and responsibilities of a position allocated to a higher classification, the employee shall receive an increase in salary to the minimum of the class temporarily assigned or two (2) step increase in the pay grade five (5%) percent over the employee's regular current step in the pay grade.; ~~whichever is greater.~~

33.1.1 When an employee is placed in an acting position for six (6) consecutive months or more, the Department may propose a permanent reclassification of the employee to the higher pay grade in accordance with Article 42.4.

33.2 All such payments for temporary assignments shall be based upon a regular ~~and continuous~~ assignment and shall be paid for all time in excess of forty (40) ~~consecutive~~ hours worked within the pay period ~~such~~ additional duties may have been assigned. Such payments shall be made only during the time that the employee is actually performing the higher level duties and will commence the first day the employee assumes the position.

33.3 The provisions of this article will not apply when performing the duties of the position allocated to a higher classification for the purpose of training. (Not to exceed 60 calendar days).

**ARTICLE 34
WAGES**

34.1 The City and NAGE Blue recognize the importance and mutual benefit of a continuing long term career wage system for bargaining unit employees. ~~No Cost of Living adjustment or step increase shall be given and there shall be no continued right to increases during or after the duration of this agreement.~~ The parties also realize that any wage system is subject to negotiations upon expiration of this agreement. On January 1, 2014, base wages for members shall increase by 3% rounded to the nearest dollar.

The hourly wages for NAGE Blue bargaining unit members covered by this agreement shall be as follows:

~~10/01/2009-~~
~~9/30/2011~~

	A	B	C	D	E	F	G	H
1	\$11.88	\$12.23	\$12.58	\$12.94	\$13.32	\$13.70	\$14.10	\$14.51
2	\$12.23	\$12.58	\$12.94	\$13.32	\$13.70	\$14.10	\$14.51	\$14.93
3	\$12.58	\$12.94	\$13.32	\$13.70	\$14.10	\$14.51	\$14.93	\$15.36
4	\$12.94	\$13.32	\$13.70	\$14.10	\$14.51	\$14.93	\$15.36	\$15.81
5	\$13.32	\$13.70	\$14.10	\$14.51	\$14.93	\$15.36	\$15.81	\$16.27
6	\$13.70	\$14.10	\$14.51	\$14.93	\$15.36	\$15.81	\$16.27	\$16.74
7	\$14.10	\$14.51	\$14.93	\$15.36	\$15.81	\$16.27	\$16.74	\$17.23
8	\$14.51	\$14.93	\$15.36	\$15.81	\$16.27	\$16.74	\$17.23	\$17.73
9	\$14.93	\$15.36	\$15.81	\$16.27	\$16.74	\$17.23	\$17.73	\$18.25
10	\$15.36	\$15.81	\$16.27	\$16.74	\$17.23	\$17.73	\$18.25	\$18.78
11	\$15.81	\$16.27	\$16.74	\$17.23	\$17.73	\$18.25	\$18.78	\$19.33
12	\$16.27	\$16.74	\$17.23	\$17.73	\$18.25	\$18.78	\$19.33	\$19.89
13	\$16.74	\$17.23	\$17.73	\$18.25	\$18.78	\$19.33	\$19.89	\$20.48
14	\$17.23	\$17.73	\$18.25	\$18.78	\$19.33	\$19.89	\$20.48	\$21.08
15	\$17.73	\$18.25	\$18.78	\$19.33	\$19.89	\$20.48	\$21.08	\$21.69

	I	J	K	L	M	N	O
1	\$14.93	\$15.36	\$15.81	\$16.27	\$16.74	\$17.23	\$17.73
2	\$15.36	\$15.81	\$16.27	\$16.74	\$17.23	\$17.73	\$18.25
3	\$15.81	\$16.27	\$16.74	\$17.23	\$17.73	\$18.25	\$18.78
4	\$16.27	\$16.74	\$17.23	\$17.73	\$18.25	\$18.78	\$19.33
5	\$16.74	\$17.23	\$17.73	\$18.25	\$18.78	\$19.33	\$19.89
6	\$17.23	\$17.73	\$18.25	\$18.78	\$19.33	\$19.89	\$20.48
7	\$17.73	\$18.25	\$18.78	\$19.33	\$19.89	\$20.48	\$21.08
8	\$18.25	\$18.78	\$19.33	\$19.89	\$20.48	\$21.08	\$21.69
9	\$18.78	\$19.33	\$19.89	\$20.48	\$21.08	\$21.69	\$22.33
10	\$19.33	\$19.89	\$20.48	\$21.08	\$21.69	\$22.33	\$22.99
11	\$19.89	\$20.48	\$21.08	\$21.69	\$22.33	\$22.99	\$23.66
12	\$20.48	\$21.08	\$21.69	\$22.33	\$22.99	\$23.66	\$24.36
13	\$21.08	\$21.69	\$22.33	\$22.99	\$23.66	\$24.36	\$25.07
14	\$21.69	\$22.33	\$22.99	\$23.66	\$24.36	\$25.07	\$25.81
15	\$22.33	\$22.99	\$23.66	\$24.36	\$25.07	\$25.81	\$26.57

01/01/2014 – 09/30/2016

	A	B	C	D	E	F	G	H
1	<u>\$12.24</u>	<u>\$12.60</u>	<u>\$12.96</u>	<u>\$13.33</u>	<u>\$13.72</u>	<u>\$14.11</u>	<u>\$14.52</u>	<u>\$14.95</u>
2	<u>\$12.60</u>	<u>\$12.96</u>	<u>\$13.33</u>	<u>\$13.72</u>	<u>\$14.11</u>	<u>\$14.52</u>	<u>\$14.95</u>	<u>\$15.38</u>
3	<u>\$12.96</u>	<u>\$13.33</u>	<u>\$13.72</u>	<u>\$14.11</u>	<u>\$14.52</u>	<u>\$14.95</u>	<u>\$15.38</u>	<u>\$15.82</u>
4	<u>\$13.33</u>	<u>\$13.72</u>	<u>\$14.11</u>	<u>\$14.52</u>	<u>\$14.95</u>	<u>\$15.38</u>	<u>\$15.82</u>	<u>\$16.28</u>
5	<u>\$13.72</u>	<u>\$14.11</u>	<u>\$14.52</u>	<u>\$14.95</u>	<u>\$15.38</u>	<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.76</u>
6	<u>\$14.11</u>	<u>\$14.52</u>	<u>\$14.95</u>	<u>\$15.38</u>	<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.76</u>	<u>\$17.24</u>
7	<u>\$14.52</u>	<u>\$14.95</u>	<u>\$15.38</u>	<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.76</u>	<u>\$17.24</u>	<u>\$17.75</u>
8	<u>\$14.95</u>	<u>\$15.38</u>	<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.76</u>	<u>\$17.24</u>	<u>\$17.75</u>	<u>\$18.26</u>
9	<u>\$15.38</u>	<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.76</u>	<u>\$17.24</u>	<u>\$17.75</u>	<u>\$18.26</u>	<u>\$18.80</u>
10	<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.76</u>	<u>\$17.24</u>	<u>\$17.75</u>	<u>\$18.26</u>	<u>\$18.80</u>	<u>\$19.34</u>
11	<u>\$16.28</u>	<u>\$16.76</u>	<u>\$17.24</u>	<u>\$17.75</u>	<u>\$18.26</u>	<u>\$18.80</u>	<u>\$19.34</u>	<u>\$19.91</u>
12	<u>\$16.76</u>	<u>\$17.24</u>	<u>\$17.75</u>	<u>\$18.26</u>	<u>\$18.80</u>	<u>\$19.34</u>	<u>\$19.91</u>	<u>\$20.49</u>
13	<u>\$17.24</u>	<u>\$17.75</u>	<u>\$18.26</u>	<u>\$18.80</u>	<u>\$19.34</u>	<u>\$19.91</u>	<u>\$20.49</u>	<u>\$21.09</u>
14	<u>\$17.75</u>	<u>\$18.26</u>	<u>\$18.80</u>	<u>\$19.34</u>	<u>\$19.91</u>	<u>\$20.49</u>	<u>\$21.09</u>	<u>\$21.71</u>
15	<u>\$18.26</u>	<u>\$18.80</u>	<u>\$19.34</u>	<u>\$19.91</u>	<u>\$20.49</u>	<u>\$21.09</u>	<u>\$21.71</u>	<u>\$22.34</u>

01/01/2014 – 09/30/2016

	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>
<u>1</u>	<u>\$15.38</u>	<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.76</u>	<u>\$17.24</u>	<u>\$17.75</u>	<u>\$18.26</u>
<u>2</u>	<u>\$15.82</u>	<u>\$16.28</u>	<u>\$16.76</u>	<u>\$17.24</u>	<u>\$17.75</u>	<u>\$18.26</u>	<u>\$18.80</u>
<u>3</u>	<u>\$16.28</u>	<u>\$16.76</u>	<u>\$17.24</u>	<u>\$17.75</u>	<u>\$18.26</u>	<u>\$18.80</u>	<u>\$19.34</u>
<u>4</u>	<u>\$16.76</u>	<u>\$17.24</u>	<u>\$17.75</u>	<u>\$18.26</u>	<u>\$18.80</u>	<u>\$19.34</u>	<u>\$19.91</u>
<u>5</u>	<u>\$17.24</u>	<u>\$17.75</u>	<u>\$18.26</u>	<u>\$18.80</u>	<u>\$19.34</u>	<u>\$19.91</u>	<u>\$20.49</u>
<u>6</u>	<u>\$17.75</u>	<u>\$18.26</u>	<u>\$18.80</u>	<u>\$19.34</u>	<u>\$19.91</u>	<u>\$20.49</u>	<u>\$21.09</u>
<u>7</u>	<u>\$18.26</u>	<u>\$18.80</u>	<u>\$19.34</u>	<u>\$19.91</u>	<u>\$20.49</u>	<u>\$21.09</u>	<u>\$21.71</u>
<u>8</u>	<u>\$18.80</u>	<u>\$19.34</u>	<u>\$19.91</u>	<u>\$20.49</u>	<u>\$21.09</u>	<u>\$21.71</u>	<u>\$22.34</u>
<u>9</u>	<u>\$19.34</u>	<u>\$19.91</u>	<u>\$20.49</u>	<u>\$21.09</u>	<u>\$21.71</u>	<u>\$22.34</u>	<u>\$23.00</u>
<u>10</u>	<u>\$19.91</u>	<u>\$20.49</u>	<u>\$21.09</u>	<u>\$21.71</u>	<u>\$22.34</u>	<u>\$23.00</u>	<u>\$23.68</u>
<u>11</u>	<u>\$20.49</u>	<u>\$21.09</u>	<u>\$21.71</u>	<u>\$22.34</u>	<u>\$23.00</u>	<u>\$23.68</u>	<u>\$24.37</u>
<u>12</u>	<u>\$21.09</u>	<u>\$21.71</u>	<u>\$22.34</u>	<u>\$23.00</u>	<u>\$23.68</u>	<u>\$24.37</u>	<u>\$25.09</u>
<u>13</u>	<u>\$21.71</u>	<u>\$22.34</u>	<u>\$23.00</u>	<u>\$23.68</u>	<u>\$24.37</u>	<u>\$25.09</u>	<u>\$25.82</u>
<u>14</u>	<u>\$22.34</u>	<u>\$23.00</u>	<u>\$23.68</u>	<u>\$24.37</u>	<u>\$25.09</u>	<u>\$25.82</u>	<u>\$26.58</u>
<u>15</u>	<u>\$23.00</u>	<u>\$23.68</u>	<u>\$24.37</u>	<u>\$25.09</u>	<u>\$25.82</u>	<u>\$26.58</u>	<u>\$27.37</u>

34.2 Employees covered by this Agreement who have completed 10 years of continuous service shall be entitled to annual longevity payments in accordance with the following schedule:

<u>Upon Completion of:</u>	<u>Payments</u>
10 to 14 years of service	\$ 750
15 to 19 years of service	\$ 1250
20 or more years of service	\$ 1750

34.2.1 Said longevity payment shall be payable on the anniversary date of the employee.

34.2.2 It is specifically agreed and understood by the parties that the above longevity will be suspended and shall not be paid or accrued during applied during the term of this collective bargaining agreement.

34.2.3 After the term of this Agreement, longevity payments will resume only by mutual agreement.

34.3 Wastewater Treatment Plant Operators (not trainees) will receive a specialty pay for being assigned and working at the wastewater treatment plant based upon the certification held:

Wastewater Certificate A	10% of base pay
Wastewater Certificate B	7% of base pay
Wastewater Certificate C	5% of base pay

34.4 Treatment Plant Operators that are dual certified in Water and Wastewater will receive a specialty pay for their dual certification. Employees receiving this specialty pay will not be entitled to the additional specialty pay provided for in 34.3. The specialty pay for dual certification is:

Certificate A	10% of base pay
Certificate B	7% of base pay
Certificate C	5% of base pay

34.5 Maintenance Workers who hold a valid CDL license and are assigned on a permanent basis to drive a dump truck or other vehicle requiring a CDL shall receive a 5% supplement to their base pay. The determination as to who will be assigned to drive is at the sole discretion of the City.

ARTICLE 35
SEVERABILITY CLAUSE

- 35.1 Should any part of this Agreement be rendered or declared illegal or unenforceable by a court of law of competent jurisdiction, such invalidation of such part of this Agreement will not invalidate the remaining portions thereof; and in the event of such occurrence, the parties agree to meet immediately and to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid.

ARTICLE 36
DURATION OF AGREEMENT

36.1 Both parties agree that upon ratification of this contract, this Agreement shall remain in effect ~~for a period of two three years, October 1, 2009-2011~~ through September 30, ~~2011~~ 2016. In the event that on September 30, ~~2011~~ 2016 both parties are unable to reach a new collective bargaining agreement, this Agreement will remain in effect until a new agreement is ratified by both parties.

Both parties agree that Article 34 (Wages) plus one (1) other article chosen by each party may be re-opened for negotiations in December 2014 and again in December 2015 by serving written notice to the other party. Such notifications shall commence within (30) days of such notification.

ARTICLE 37
ENTIRE AGREEMENT OF THE PARTIES

- 37.1 The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement to require additional amendent or revision that was previously unidentified, ~~each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining.~~
- 37.2 The parties agree that, upon the exercise of a management prerogative that requires impact bargaining, and in the absence of exigent circumstances or a waiver of bargaining, upon request of the Union, both parties will negotiate the impact. If the parties are unable to agree, the change will not be implemented until the City has met the minimum requirements for impact bargaining then in existence under the Public Employees Relations Act.

ARTICLE 38
LABOR MANAGEMENT COMMUNICATIONS

- 38.1 The City and the Association ~~agrees that periodic meetings, mutually agreed upon, between Association representatives, the employees' supervisor or Department Head, and the City's employee relations officials will be held to discuss problems and objectives of mutual concern involving the implementation and administration of this Agreement to attempt to meet at least quarterly. By mutual agreement, the parties may agree to more or less frequent meetings, if needed. Participants may include Association representatives, Department Directors and other City supervisory or management staff.~~

ARTICLE 39
PUBLICATION OF AGREEMENT

- 39.1 The City will provide one disk and electronic copies and will place this contract on the City's Intranet for access to all Union members.

ARTICLE 40
DRUG FREE WORK PLACE

40.1 PURPOSE

40.1.1 To make every reasonable effort to provide a safe workplace for the City of Palm Bay's employees.

40.2 POLICY

40.2.1 It is the City's policy that employees present themselves for duty, free of the influence of illegal drugs or other intoxicants. The use of illegal drugs and the abuse of alcohol by City employees constitutes a danger to the employee, fellow employees, and the general public. The use, sale, or possession of an illegal drug or alcohol in the workplace may negatively affect the City's efficiency in providing service to its citizens and can have an adverse impact on how the public perceives the City and its employees.

40.2.2 The use, consumption, possession, distribution, manufacture, or being under the influence of illegal drugs or alcohol by employees while performing job duties for the City is specifically prohibited.

40.2.2.1 Employees are prohibited from possessing, using, distributing or being under the influence of alcohol while on the job or on City property. City property includes such areas as parking lots, vehicles, break rooms and locker rooms.

40.2.2.2 The use, consumption, possession, distribution or sale of illegal drugs, whether on or off duty, is prohibited as it may affect on-the-job performance and the confidence of the public in the City's ability to provide services and meet its obligations.

40.2.2.3 If an employee has knowledge of the use and/or presence of alcohol or illegal drugs in the workplace, he/she should immediately report this information to his/her supervisor or to the Human Resources Department. Reports, complaints and investigations will be kept confidential to the extent permitted by law.

40.2.3 All applicants selected for hire and returning employees will be subject to a mandatory test to detect the presence of illegal drugs.

40.2.4 DEFINITIONS:

40.2.4.1 Drug Test or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

- 40.2.4.2 Initial drug test means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests shall use an immunoassay procedure or an equivalent, or shall use a more accurate scientifically accepted method approved by the Agency for Health Care Administration as such more accurate technology becomes available in a cost- effective form.
- 40.2.4.3 Confirmation test “confirmed test” or “confirmed drug test” means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- 40.2.4.4 "Illegal drug" means any narcotic, barbiturate, marijuana, central nervous system stimulant, hallucinogen, cocaine or any controlled substance as defined by Section 893.03, Florida Statutes, as amended from time to time, not possessed or used in accordance with a lawful prescription.
- 40.2.4.5 Specimen means a tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites.
- 40.2.4.6 Adulterated or tampered specimen means a specimen reflecting the presence of a foreign substance, reflecting clinical signs or characteristics not associated with a normal specimen, or if an endogenous substance is present at a concentration greater than the normal physiological concentration. An adulterated or tampered with test, or a test that is unable to be tested due to tampering or adulterants will be considered as a refusal to submit to the test and the employee will be subject to disciplinary action, up to and including dismissal.
- 40.2.5 The City Manager, or designee, may require an employee to submit to drug and/or alcohol testing as required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382 et seq. This federal regulation also known as “CDL Testing” requires testing for alcohol as well as for controlled substances. Drug and alcohol threshold levels and procedures for CDL testing shall be as specified in 49 CFR 382, et seq. The City Manager, or designee, may also require an employee to submit to testing when the City Manager, department head, or the employee's immediate supervisor has a reasonable suspicion to believe that the employee has possessed, used, distributed or been under the influence of illegal drugs or alcohol in violation of this policy. A reasonable or founded suspicion is an opinion which is based on specific and articulable facts and reasonable inferences drawn from those facts in light of experience. A supervisor may suspect that an employee is using or under the

influence of illegal drugs or alcohol by observing symptoms or behavior, including but not limited to:

- 40.2.5.1 Excessive Absenteeism or chronic lateness.
- 40.2.5.2 Drowsiness or sleepiness.
- 40.2.5.3 Alcohol on breath.
- 40.2.5.4 Slurred or incoherent speech.
- 40.2.5.5 Unusually aggressive behavior.
- 40.2.5.6 Unexplained change in mood.
- 40.2.5.7 Lack of manual dexterity or coordination.
- 40.2.5.8 Unexplained work related accident or injury.
- 40.2.5.9 Arrest for drug or alcohol related crime.
- 40.2.5.10 Vehicle accident with death or injury to employee or another.
- 40.2.5.11 Any DOT related incident resulting in injury or property damage (for drivers with “CDL” licenses, under DOT guidelines).
- 40.2.5.12 Suffered a worker’s compensation injury (City is designated a “Drug Free Workplace” under the city’s worker’s compensation program).
 - 40.2.5.12.1 The decision to require the employee to submit to testing in the case of suspected alcohol abuse, or in the case of suspected drug abuse, will require the approval of the City Manager, or designee, upon recommendation of the department head for employees below department head level, prior to any test taking place. The cost of such test shall be the City's responsibility. Employees who are using a lawfully prescribed drug are encouraged to notify their department head and/or the Human Resources Department in advance of taking a drug test. The Police Department will be notified if illegal drugs are found or involved. The City, in coordination with law enforcement officers, reserves the right to search City property and facilities.
 - 40.2.5.12.2 The Association and the City agree that the following bargaining unit members hold “safety-sensitive” positions: Treatment Plant Operators; Treatment Plant Mechanics;

Light Equipment Technicians; Heavy Equipment Technicians; Hydrant Maintenance Technicians; and Tradesworkers. On a random basis, 12 ½% of the “safety-sensitive” bargaining unit members each quarter shall be randomly tested provided that no employee shall be randomly tested more than two (2) times in the same calendar year.

40.2.6 All test samples will be collected at a designated facility as arranged through the Human Resources Department. Chain of custody procedures, security procedures, and specimen collection (access to authorized personnel only, privacy, and integrity and identity of specimen) at the designated facility shall be in accordance with Chapter 59A-24.005, Florida Administrative Code.

40.2.6.1 Employees who are required to submit to a test for the presence of alcohol or illegal drugs shall sign an authorization releasing all test results and records to the City. Any employee who refuses to sign such authorization, or who refuses to submit to alcohol or drug testing in accordance with this policy, shall be subject to disciplinary action, up to and including discharge.

40.2.6.2 While awaiting the results of the test, for reasonable suspicion, the employee will be removed from active duty and may be placed on annual leave, sick leave, or leave without pay. If test results are negative leave time will be reimbursed to the employee.

40.2.7 In testing for the presence of alcohol, testing that provides quantitative results showing the amount of alcohol present in the blood will be utilized. The threshold level for a determination that an employee is under the influence of alcohol shall be in accordance with the appropriate Florida State Statute.

40.2.8 In testing for the presence of illegal drugs, the following procedures shall be followed:

40.2.8.1 The employee shall be required to provide two specimens at the time of collection.

40.2.8.2 The first of the samples shall be submitted for the initial drug test. The City shall comply with the initial drug testing parameters set forth in Chapter 59A-24.006(4)(e) 1. and 2., Florida Administrative Code, as may be amended from time to time. If the results of this test are negative, no further testing will be conducted, unless the City determines the confirmation test is necessary.

40.2.8.3 If the results of the initial test are positive, the sample will be submitted for the confirmation test to verify the initial test results. The City shall

comply with the confirmation drug testing parameters set forth in Chapter 59A-24.006(f)(f) 1. and 2., Florida Administrative Code, as may be amended from time to time.

40.2.8.4 If the results of the second test are positive, the City shall notify the employee of the results. At that time, the employee may elect to have the second sample subjected to testing. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, the City may take corrective and/or rehabilitative action as provided below, including disciplinary action where appropriate.

40.2.9 Any employee found to have possessed, used, or been under the influence of illegal drugs or alcohol while on duty shall be subject to discipline, up to and including discharge.

40.2.10 Any employee who is convicted of a crime involving substance abuse is required to notify the City's Human Resources Department no later than five days after such conviction. Employees who are convicted of a crime involving substance abuse will be subject to disciplinary action, up to and including discharge.

40.3 VOLUNTARY ASSISTANCE PROGRAM.

40.3.1 Employees who voluntarily seek help (step forward prior to taking a test for alcohol or substance abuse) who have an alcohol or substance abuse problem, will be given whatever assistance possible in being placed in an alcohol/substance abuse program, through the EAP program, or program approved by the City and Union, until released by the program for return to work. While in the program, the employee may use his/her sick leave, vacation, compensatory time, or leave without pay, if necessary to take time off to attend the program. The employee will be allowed to return to work when approved by the EAP approved counselor or other authorized program. Participation in such a program shall not be the basis for disciplinary action, or grounds for testing. The only exception would be testing pursuant to the requirements of the alcohol/substance abuse program or other authorized rehabilitation program.

40.3.2 Nothing in this Article shall prevent the City from disciplining an employee for acts that, without regard to whether an employee was using drugs or alcohol, would merit discipline. For example, an employee who is arrested and convicted of a misdemeanor or subject to a written reprimand.

40.4 REHABILITATION

40.4.1 The City may refer an employee who has tested positive for the presence of alcohol or illegal drugs to the City's Employee Assistance Program (EAP). An employee shall be required, as a condition of continued employment, to complete

any course of rehabilitation or treatment. The cost of such rehabilitation or treatment shall be the employee's responsibility. While in the program the employee will be allowed to return to work, if the authorized program or EAP administrator approves; if not, the employee may be placed on sick leave, vacation, compensatory time, or leave without pay until approved to return to work. This paragraph shall not be construed to limit the City's right to take appropriate action when an employee tests positive for the presence of alcohol or illegal drugs.

40.4.2 If the employee does not complete the approved treatment program/plan, or refuses to enter the rehabilitation program, he/she may be disciplined up to and including discharge. If the employee successfully completes the approved treatment program/plan as determined by the authorized program or EAP administrator, the employee will be permitted to return to work.

40.4.3 An employee who successfully completes a course of treatment or rehabilitation will be subject to unannounced testing for alcohol or drugs for a period of one year following completion of the treatment/rehabilitation program. A test result indicating the presence of alcohol or illegal drugs, or an adulterated or tampered specimen, during this period will result in the employee's discharge from City employment. One rehabilitation only will be permitted.

40.5 In the event this Article is interpreted as being insufficient to afford the City a reduction in its worker's compensation rates under Florida State Statutes, the parties shall meet to renegotiate this Article to that end.

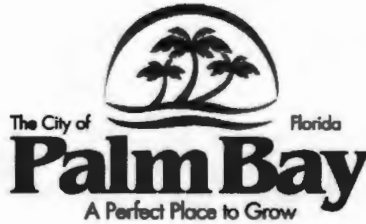
ARTICLE 41
RESERVED FOR FUTURE USE

ARTICLE 42
VACANCIES, TRANSFERS & PROMOTIONS

- 42.1 When the City determines that a regular full time vacancy exists in a recognized bargaining unit position and is going to fill the position, the City will follow the procedure set forth below. For purposes of this Article, a regular full time vacancy includes the creation of recognized new positions in the bargaining unit and/or the replacement of a previous incumbent as a result of a termination, promotion or demotion.
- 42.2 All vacancies and positions covered by this Agreement shall be for a period of five (5) working days on bulletin boards provided for in this Agreement before the City acts to fill such vacancies. A copy of job posting shall be given to the Union president or his designee.
- 42.3 Employees who desire to be considered for appointment to any such vacancy must submit their applications to the Human Resources Department as indicated above. A Union representative may place into application the name of any employee who is absent from work during the posting period. The City has the right to determine which candidate is best qualified and will appoint the applicant who possesses the greater skill and ability. If two applicants are determined to be equal in skill and ability, then the applicant with the greater seniority in the bargaining unit shall be offered the position, subject to the federal provision of Veteran's Preference.
- 42.4 In the event an employee is placed in an acting position for 6 consecutive months or more, the Department may, subject to budgetary and position control approval by City Council, permanently reclassify the incumbent employee in the position.

ARTICLE 43
RESERVED FOR FUTURE USE

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: Chad C. Shoultz, Deputy City Manager *Chad Shoultz*
 Shanté R. Akafia, Director of Human Resources/Risk Management *Shanté R. Akafia*
 Yvonne McDonald, Finance Director *Yvonne McDonald*

DATE: December 19, 2013

RE: Salary Increase for General, IAFF and NAGE White Employees

As you are aware, the City's employees have sacrificed over the past few years to help the City achieve stronger fiscal stability. Due to those sacrifices and increased revenue projections compared to the revenues that are budgeted for FY 14, a salary increase of 3% is being proposed for full-time and part-time General employees, IAFF and NAGE White members. The salary increase would be effective January 1, 2014.

The collective bargaining agreements with FOP and NAGE Blue (on the agenda for City Council consideration) also reflect a 3% salary increase for members of FOP and NAGE Blue.

The following chart compares the budgeted vs. projected revenues for FY 14.

REVENUE	FY 14 ESTIMATE	CURRENT FY 14 BUDGET	DIFFERENCE FY 14 ESTIMATE VS FY 14 BUDGET
OPERATING MILLAGE	21,810,744	21,810,744	0
1ST LOCAL OPTION FUEL TAX	3,506,071	3,341,324	164,747
FP&L UTILITY	6,367,147	5,653,600	713,547
PALM BAY WATER UTILITY	1,243,773	1,285,611	-41,838
COMMUNICATION SVC TAX	3,185,818	3,239,924	-54,106
FP&L FRANCHISE FEE	4,640,798	4,627,700	13,098
STATE REVENUE SHARING	3,531,973	3,338,475	193,498
HALF CENT SALES TAX	5,281,011	5,197,851	83,160
TOTAL			1,072,107

If approved, the salary increase will be the first received by most employees since October 2008.

FISCAL IMPACT:

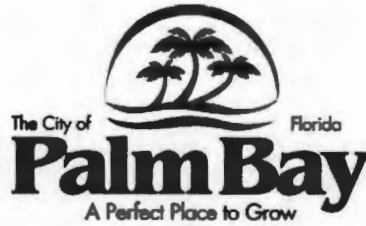
The annualized personnel costs will increase approximately \$940,000 (General Fund); \$171,000 (Utilities); \$60,100 (Stormwater); \$21,400 (Fleet); \$14,000 (Building); \$7,500 (Benefits/Risk); \$6,600 (Solid Waste); \$4,000 (BCRA); and, \$3,500 (CDBG). A budget amendment anticipated in January 2014 will reflect the changes to the FY 14 budget.

RECOMMENDATION:

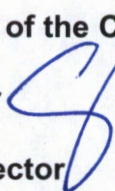
Motion to authorize the 3% salary increase for General, IAFF and NAGE White employees.

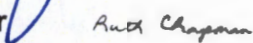
CCS/tjl

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager 

REQUESTING DEPT: Yvonne McDonald, Finance Director 

DATE: December 19, 2013

RE: Monthly Financial Report – September 2013

Attached for your consideration is the monthly financial report for September 2013 which will provide you with an overview of the City's financial activities/position during and through the month of September 2013.

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to acknowledge receipt of September 2013 Financial Report.

YM/tjl

Attachments: 1) Memo from Finance Director
2) September 2013 Financial Report



TO: Sue Hann, City Manager

FROM: Yvonne McDonald, Finance Director

DATE: December 9, 2013

RE: Monthly Financial Report for the month of September 2013

Attached for your information is the monthly financial report for September 2013 which will provide you with an overview of the City's financial activities during the month of September 2013. September is the 12th month of the fiscal year and represents 100% of the annual budget.

September 2013 Cash & Investments Highlights

General Fund

- Total General Fund cash and investments are up \$1,403,663.90 or 23.5% from the same period last year. General Fund Cash & Investments at 09/30/13 totaled \$7,388,667.63. General Fund departmental savings of \$3.0 million in budgeted expenditures contributed to the increased cash and investment balance at the end of the fiscal year.
- From its primary General Fund revenue source, the City has received through September 30th, \$21.2 million or 98.3% of the budgeted Ad Valorem Taxes for FY 13. Ad Valorem Taxes budgeted for FY 13 was \$21.6 million. An additional \$430,539 in delinquent ad valorem tax revenue was received through September 30th.

Capital Improvement Fund

- At September 30, 2013, a net amount of \$2.3 million of General Fund's funds had been advanced towards grant funded projects, including \$1.9 million to the Capital Improvement Fund. An additional \$1.8 million was borrowed from the Utility Fund to cover Capital Improvement Fund disbursements through the end of September. Funds reimbursable to the General Fund and the Utility Fund are for projects currently under construction, i.e., the Parkway, Troutman/Clermont and Palm Bay Landscaping. (Note: Funds borrowed from the Utility Fund were reimbursed in full by October 4th as grant reimbursements were received.)

Other Employee Benefits (OEB)

- Used primarily for the payout of benefits and insurance premiums, the OEB Fund's cash remains negative by \$1.5 million at the end of September. In addition to monthly allocations to the OEB Fund, a transfer of \$1 million from the Employee Benefits Funds is budgeted for in FY 14.

Employee Benefits

- The Employee Benefits Fund's cash balance is up from last month. Currently, at \$2.2 million, it reflects an increase of \$71,712 from last month and a decrease of \$269,337 from a year ago.

Citywide

- The City's overall cash and investments portfolio, increased by \$244,807 or 0.5% from \$48.6 million in September 2012 to \$48.9 million in September 2013.

Attachments: September 2013 Financial Report

**CITY OF PALM BAY, FLORIDA
MONTHLY FINANCIAL REPORT (UNAUDITED)
SEPTEMBER 2013**



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 September 2013. September is the twelfth month of the fiscal year and represents 100% of the annual budget.

Financial Report Summary

- Citywide revenues of \$137.1 million are at 82% of the annual budget. Citywide expenditures (including capital and debt service) of \$136.1 million are at 81% 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 \$0.24 million, or 0.5%, in comparison to the prior year.

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Citywide - Cash & Investments			Citywide - Revenues			Citywide - Expenditures		
9/30/2013	\$	48,865,168.04	9/30/2013	\$	137,141,067.76	9/30/2013	\$	136,120,593.98
9/30/2012		48,620,361.52	9/30/2012		124,906,042.87	9/30/2012		130,995,234.96
Increase	0.5%	\$ 244,806.52	Increase	9.8%	\$ 12,235,024.89	Increase	3.9%	\$ 5,125,359.02

- General Fund revenues of \$57.6 million are at 99% of the annual budget. This is an increase of \$1.6 million, or 2.8%, in comparison to the prior year.
- General Fund expenditures of \$55.1 million are at 95% of the annual budget. This is an increase of \$1.6 million, or 3.0%, in comparison to the prior year.
- General Fund cash and investments increased by \$1.4 million, or 23.5%, in comparison to the prior year.

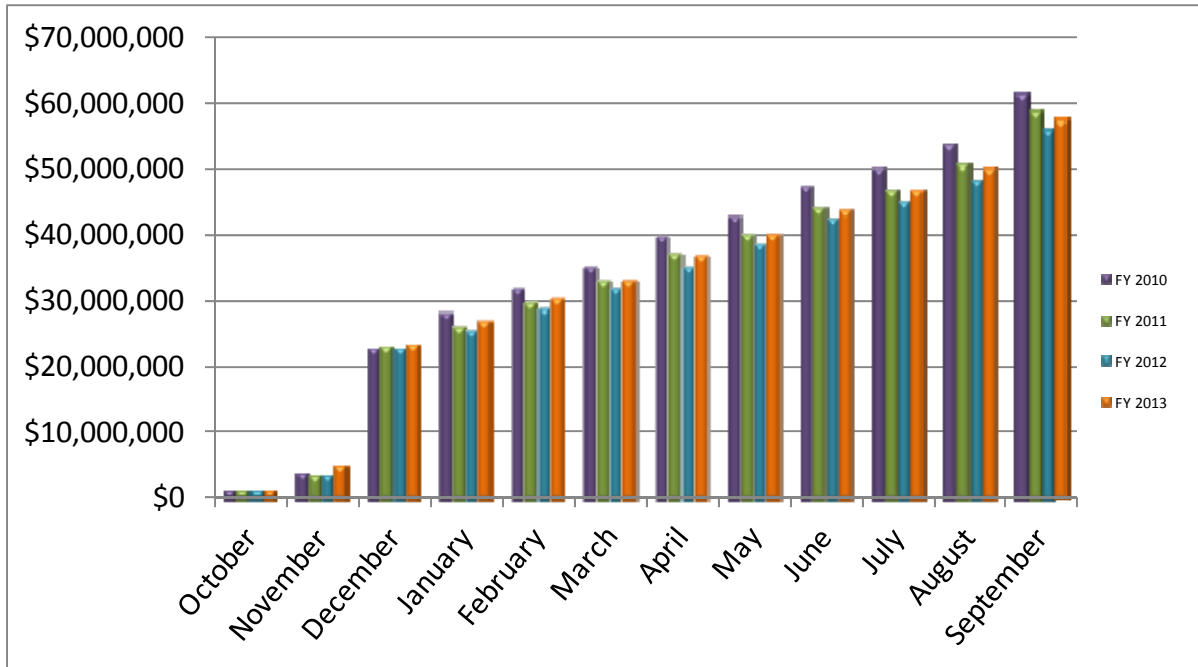
General Fund - Cash & Investments			General Fund - Revenues			General Fund - Expenditures		
9/30/2013	\$	7,388,667.63	9/30/2013	\$	57,569,723.96	9/30/2013	\$	55,114,935.05
9/30/2012		5,985,003.73	9/30/2012		56,012,110.03	9/30/2012		53,489,349.67
Increase	23.5%	\$ 1,403,663.90	Increase	2.8%	\$ 1,557,613.93	Increase	3.0%	\$ 1,625,585.38

The General Fund is the City's primary operating fund and is used to account for all resources except those that are required to be accounted for in another fund. The following information depicts the history of the revenues and expenditures for the General Fund from fiscal years 2010 to 2013.

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

General Fund Revenues – At a Glance September 2013

General Fund Revenues-YTD



FY2013 YTD Change in GF Revenues as Compared to Prior Year

	Prior YTD	Current YTD	Percent Change	Annual Budget
Ad Valorem Taxes	\$ 22,090,231	\$ 21,679,082	-1.9%	\$ 21,605,092
Local Option Fuel Tax	3,105,994	3,284,506	5.7%	2,632,164
Utility Service Taxes	6,865,193	7,304,617	6.4%	6,699,700
Communication Service Tax	3,446,340	3,313,753	-3.8%	3,597,668
Franchise Fees	4,935,960	4,958,135	0.4%	4,856,013
State Shared Revenues (1)	2,842,930	3,270,431	15.0%	3,095,696
Half Cent Sales Tax	4,790,989	5,012,444	4.6%	4,983,778
Licenses and Permits	573,693	569,517	-0.7%	565,300
Grants and Other Entitlements (2)	1,064,631	289,885	-72.8%	298,393
Charges for Services (3)	3,322,259	2,944,615	-11.4%	2,691,472
Fines and Forfeitures	650,477	688,943	5.9%	608,043
Interest, Rents & Other Revenues (4)	562,201	697,742	24.1%	471,300
Interfund Transfers & Other Sources (5)	1,761,213	3,556,054	101.9%	5,965,645
	\$ 56,012,110	\$ 57,569,724	2.8%	\$ 58,070,264

(1) Increase due to higher year-to-date collections of state shared revenues.

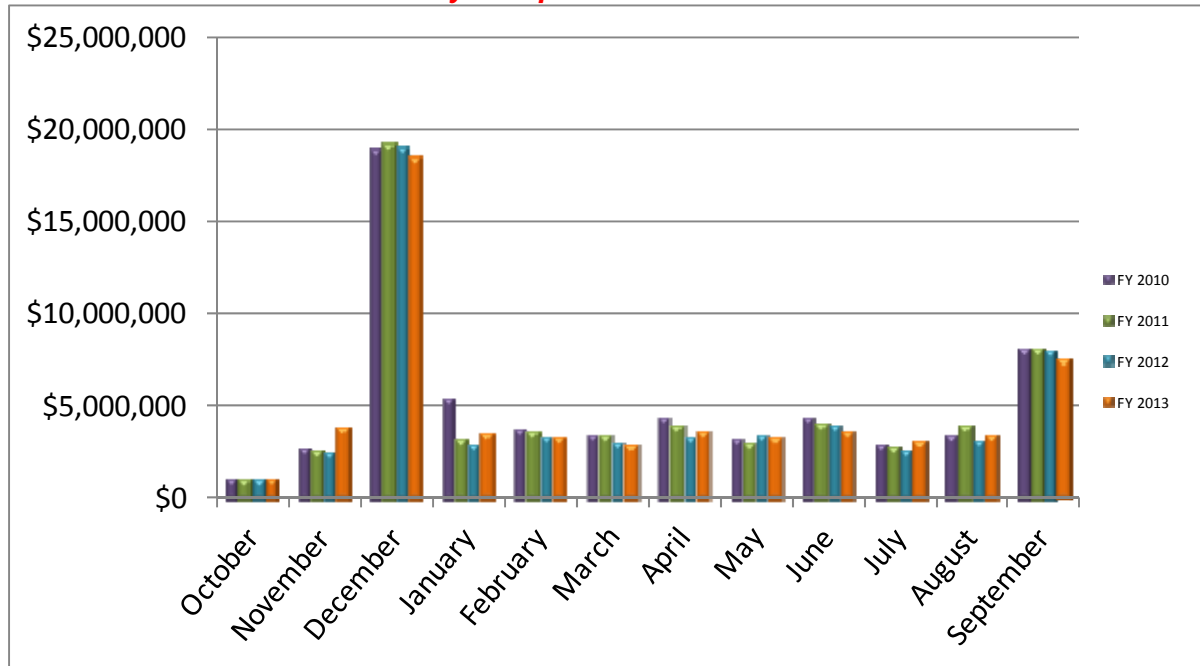
(2) Decrease due primarily to lower year-to-date collection of Safer Grant.

(3) Decrease due primarily to reduction of City chargebacks for transportation.

(4) Increase due to derivative settlement received in January 2013.

(5) Increase due primarily to \$1.8 million FY13 budgeted transfer from Employee Benefits Fund.

General Fund Revenues-Monthly Comparison



Monthly GF Revenues as Compared to Prior Years

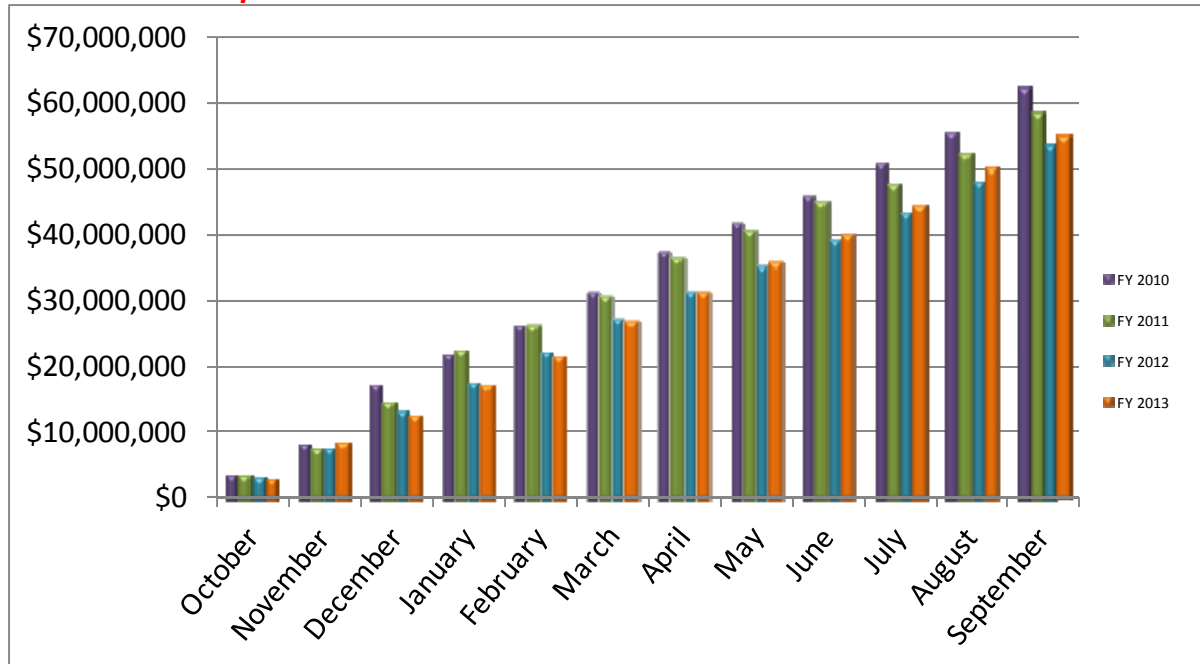
	FY 2010	FY 2011	FY 2012	FY 2013
October	\$ 1,053,996	\$ 1,040,621	\$ 977,777	\$ 1,048,437
November	2,685,705	2,503,728	2,461,538	3,846,416
December	18,971,638	19,248,230	19,057,223	18,439,244
January	5,336,619	3,177,108	2,913,461	3,531,439
February	3,706,022	3,610,095	3,291,148	3,279,875
March	3,376,061	3,415,818	2,935,536	2,917,572
April	4,429,114	3,995,164	3,347,753	3,616,551
May	3,210,495	2,997,920	3,378,842	3,276,506
June	4,354,426	4,004,244	3,949,309	3,611,729
July	2,910,460	2,711,961	2,579,340	3,046,753
August	3,410,416	3,909,861	3,105,114	3,393,534
September	8,090,046	8,083,483	8,015,068	7,561,669
	\$ 61,534,998	\$ 58,698,233	\$ 56,012,110	\$ 57,569,724

Overall General Fund revenues for the month of September 2013 have decreased \$453,400 (5.66%) when compared to September 2012.

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

General Fund Expenditures – At a Glance September 2013

General Fund Expenditures-YTD



	Prior YTD	Current YTD	Percent Change	Annual Budget
Legislative	\$ 467,058	\$ 495,376	6.1%	\$ 510,980
City Manager	947,796	866,203	-8.6%	896,337
City Attorney (1)	700,508	859,045	22.6%	859,396
Finance	1,885,990	1,729,411	-8.3%	1,824,493
Information Technology	1,360,022	1,316,948	-3.2%	1,441,823
Human Resources (2)	385,121	431,308	12.0%	431,822
Growth Management	521,640	547,149	4.9%	560,498
Parks and Recreation	3,340,015	3,469,299	3.9%	3,553,170
Police	19,541,367	19,590,397	0.3%	21,057,959
Fire (3)	12,144,967	13,389,382	10.2%	13,910,068
Public Works	5,048,855	4,798,332	-5.0%	5,093,710
Non-Departmental (4)	971,348	1,228,386	26.5%	1,470,669
Transfers	6,174,660	6,393,698	3.5%	6,459,339
	\$ 53,489,350	\$ 55,114,935	3.0%	\$ 58,070,264

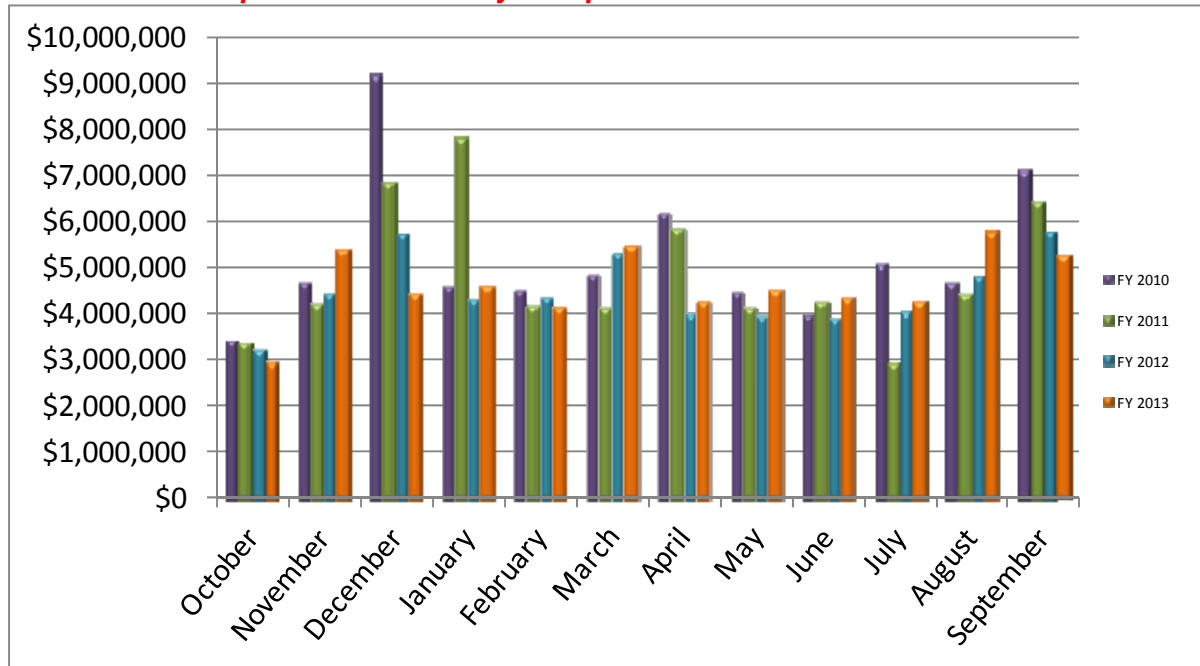
(1) Increase due to other attorney costs and settlement.

(2) Increase due to increased cost of insurance premiums and use of professional services.

(3) Increase due primarily to one-time Stop-Restart pension "credit" of \$825,324 used in FY12.

(4) Increase due to higher property and liability insurance costs.

General Fund Expenditures-Monthly Comparison



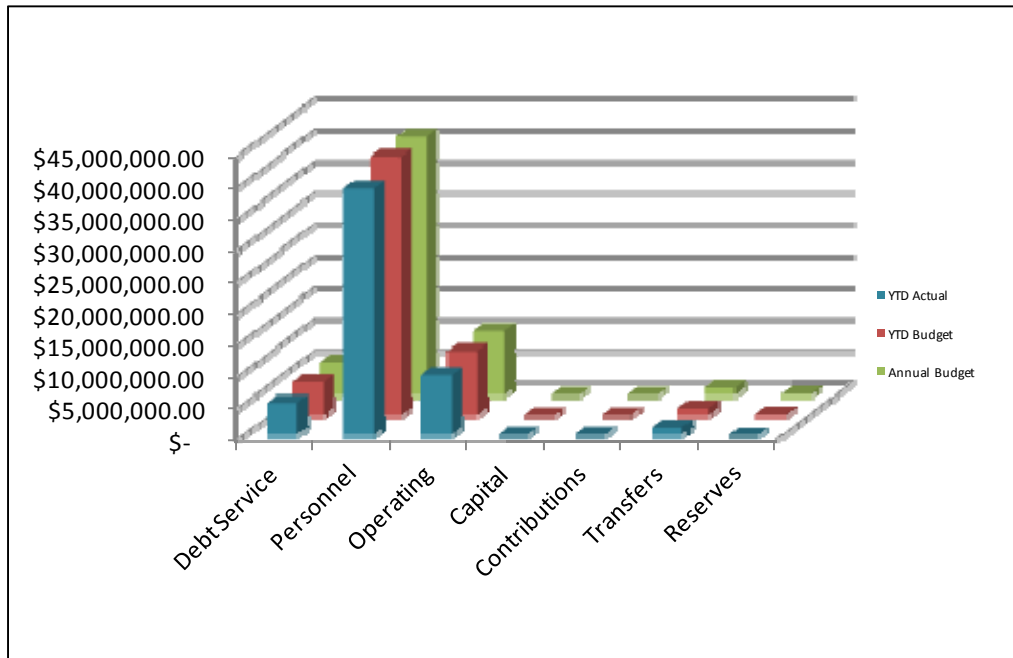
Monthly GF Expenditures as Compared to Prior Years

	FY 2010	FY 2011	FY 2012	FY 2013
October	\$ 3,399,495	\$ 3,344,227	\$ 3,176,499	\$ 2,928,572
November	4,646,478	4,203,995	4,383,784	5,357,915
December	9,194,347	6,824,605	5,709,190	4,385,251
January	4,563,504	7,848,626	4,264,866	4,576,388
February	4,486,412	4,141,651	4,313,018	4,095,023
March	4,828,089	4,118,263	5,278,330	5,452,911
April	6,131,715	5,850,270	3,964,498	4,230,477
May	4,440,369	4,118,482	3,940,153	4,504,552
June	3,968,353	4,243,882	3,891,791	4,321,706
July	5,046,082	2,924,476	4,009,168	4,248,739
August	4,647,358	4,396,125	4,805,418	5,769,101
September	7,079,895	6,396,695	5,752,634	5,244,300
	\$ 62,432,096	\$ 58,411,296	\$ 53,489,350	\$ 55,114,935

Overall General Fund expenditures for this month were \$508,334 (8.84%) less when comparing September 2013 to September 2012.

General Fund Expenditures-Budgetary Comparison by Category

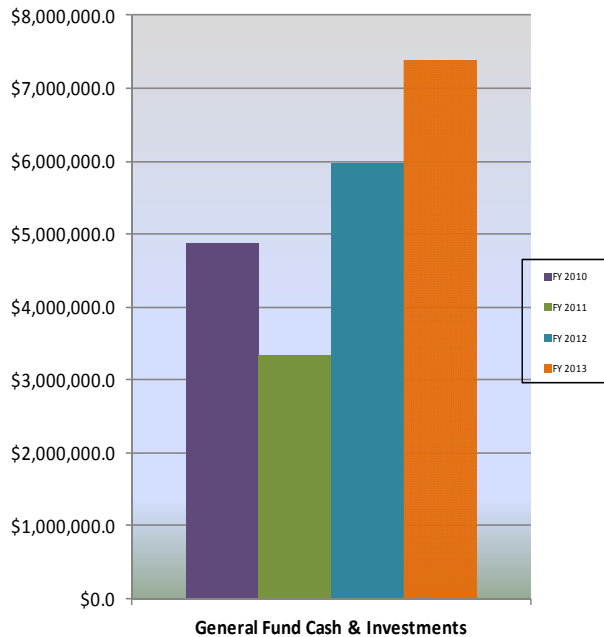
	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Annual Budget</u>	<u>% Spent</u>
Debt Service	\$ 5,193,698.42	\$ 5,259,339	\$ 5,259,339	98.75%
Personnel	39,118,207.52	41,034,174	41,034,174	95.33%
Operating	9,520,808.74	10,227,668	10,227,668	93.09%
Capital	58,635.92	56,800	56,800	103.23%
Contributions	23,584.45	50,000	50,000	47.17%
Transfers	1,200,000.00	1,200,000	1,200,000	100.00%
Reserves	-	242,283	242,283	0.00%
Total	\$ 55,114,935.05	\$ 58,070,264	\$ 58,070,264	94.91%



The *total budgeted expenditures* for 2013 are \$58,070,264 (includes encumbrances from prior year and 2013 budget amendments). Of this amount, \$41,034,174, or 70.7%, is related to personnel costs. While making necessary expenditure reductions to meet fiscal requirements, monitoring the expenditure budget continues to be essential to City services.

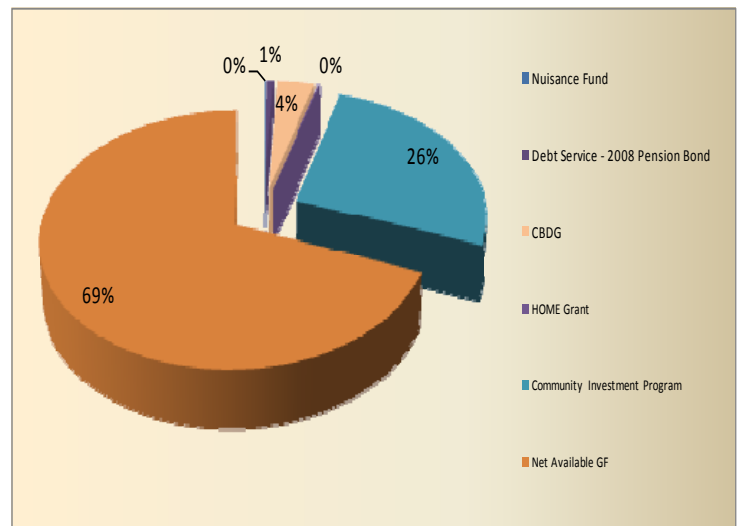
General Fund Cash & Investments – At a Glance September 2013

General Fund Cash & Investments-YTD



General Fund Unrestricted Cash & Investments	
Prior Month Ending Balance	\$ 9,520,547.54
Cash Increase (Decrease)	(2,131,879.91)
Ending Balance 9/30/13	\$ 7,388,667.63

General Fund Available Cash & Investments	
September 2013 Ending Balance	\$ 7,388,667.63
Cash Advanced to Other Funds:	
Nuisance Fund	(15,941.56)
Debt Service - 2008 Pension Bond	(44,132.62)
CBDG	(261,590.63)
HOME Grant	(11,699.95)
Community Investment Program	(1,941,449.06)
Total Advances	(2,274,813.82)
Total Available Cash & Investments	\$ 5,113,853.81



General Fund Balance – At a Glance September 2013

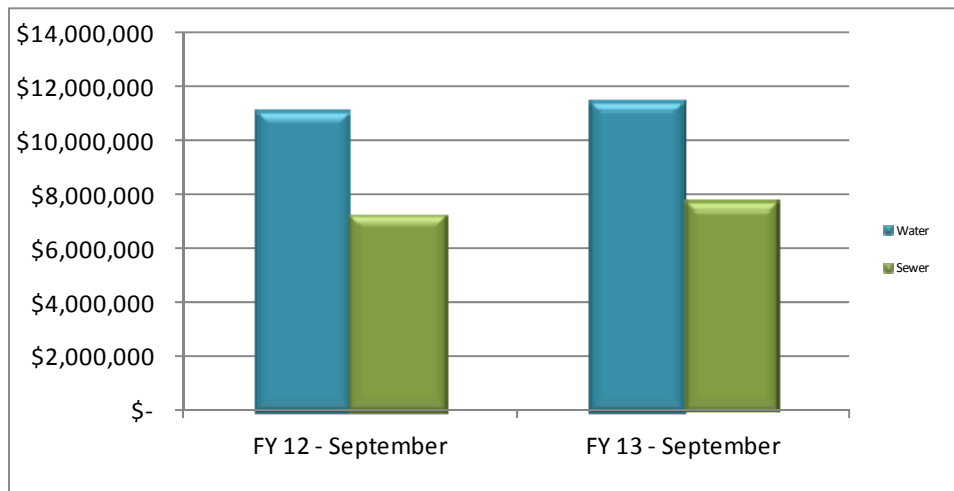
	PRIOR YTD	CURRENT YTD
REVENUES		
Ad Valorem Taxes	\$ 22,090,231	\$ 21,679,082
Local Option Fuel Tax	3,105,994	3,284,506
Utility Service Taxes	6,865,193	7,304,617
Communication Service Tax	3,446,340	3,313,753
Franchise Fees	4,935,960	4,958,135
State Shared Revenues	2,842,930	3,270,431
Half Cent Sales Tax	4,790,989	5,012,444
Licenses and Permits	573,693	569,517
Grants and Other Entitlements	1,064,631	289,885
Charges for Services	3,322,259	2,944,615
Fines and Forfeitures	650,477	688,943
Interest, Rents and Other Revenues	562,201	697,742
Interfund Transfers and Other Sources	1,761,213	3,556,054
Total Revenues	56,012,110	57,569,724
EXPENDITURES		
Legislative	467,058	495,376
City Manager	947,796	866,203
City Attorney	700,508	859,045
Finance	1,885,990	1,729,411
Information Technology	1,360,022	1,316,948
Human Resources	385,121	431,308
Growth Management	521,640	547,149
Parks and Recreation	3,340,015	3,469,299
Police	19,541,367	19,590,397
Fire	12,144,967	13,389,382
Public Works	5,048,855	4,798,332
Non-Departmental	971,348	1,228,386
Transfers	6,174,660	6,393,698
Total Expenditures	53,489,350	55,114,935
Excess (Deficiency) of Revenues Over Expenditures	2,522,760	2,454,789
Fund Balance - Beginning	6,077,849	8,600,610
Prior Period Adjustment	-	934,175
Fund Balance - Beginning as Restated	6,077,849	9,534,785
Fund Balance - Ending	\$ 8,600,610	\$ 11,989,574

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

General Fund Balance - History			
	Minimum Required	Actual Fund Balance	Fund Balance Percentage
FY 2013	\$ 5,059,293	\$ 11,989,574	23.70%
FY 2012	4,941,647	8,600,610	17.40%
FY 2011	5,046,518	6,077,849	12.04%
FY 2010	5,223,284	5,790,912	11.09%
FY 2009	5,490,474	6,688,010	12.18%
FY 2008	5,811,769	5,915,136	10.18%

Utilities Revenues – At a Glance September 2013

Water & Sewer Revenues-YTD



Overall year-to-date Water revenue in September 2013 has increased \$383,886 (3.47%) when compared to September 2012.

Overall year-to-date Sewer revenue in September 2013 has increased \$486,420 (6.69%) when compared to September 2012.

Fire Protection for FY13 was billed at 100% of the budgeted amount. The majority of the Fire Protection Service Charges are billed annually in October.

Meter Installation Fees are recorded at 89% of the budgeted amount and Utility Lien Costs are recorded at 120% of the budgeted amount.

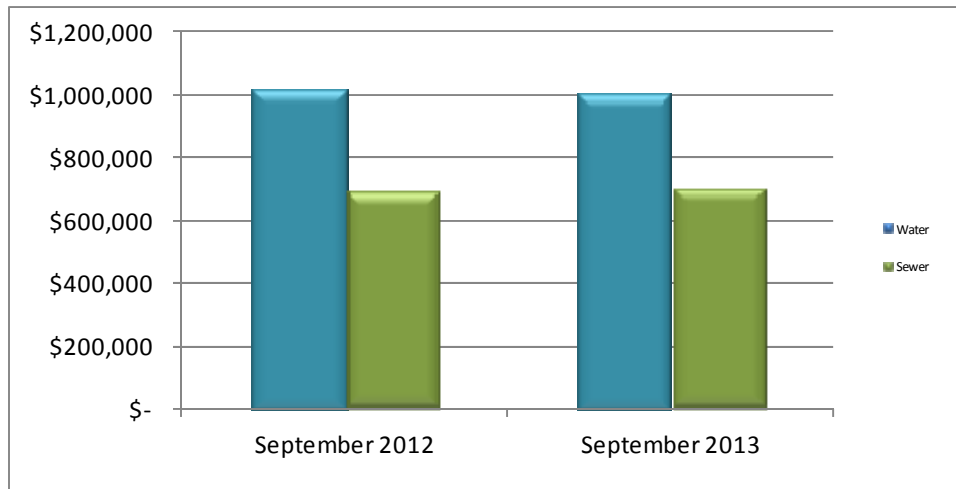
Operating Interest Income is recorded at 44%. The annual debt service on the Fleet Services Loan (\$77,400) was recorded in April 2013 and the interest for Palm Bay Estates Loan (\$26,215) was recorded in June 2013.

Excluding Fund Balance, the total FY 13 Operating Revenue is at 90.61% of the budgeted amount compared to FY 12 which was at 89.77%.

Water Connection Fees are recorded at 23% and Sewer Connection Fees are recorded at 55% of the budgeted amounts.

Water MLEs are recorded at 16% and Sewer MLEs are recorded at 196% of the budgeted amounts.

Water & Sewer Revenues-Monthly Comparison



Overall Water revenue for the month of September 2013 has decreased by \$12,020 (-1.19%), when compared to September 2012.

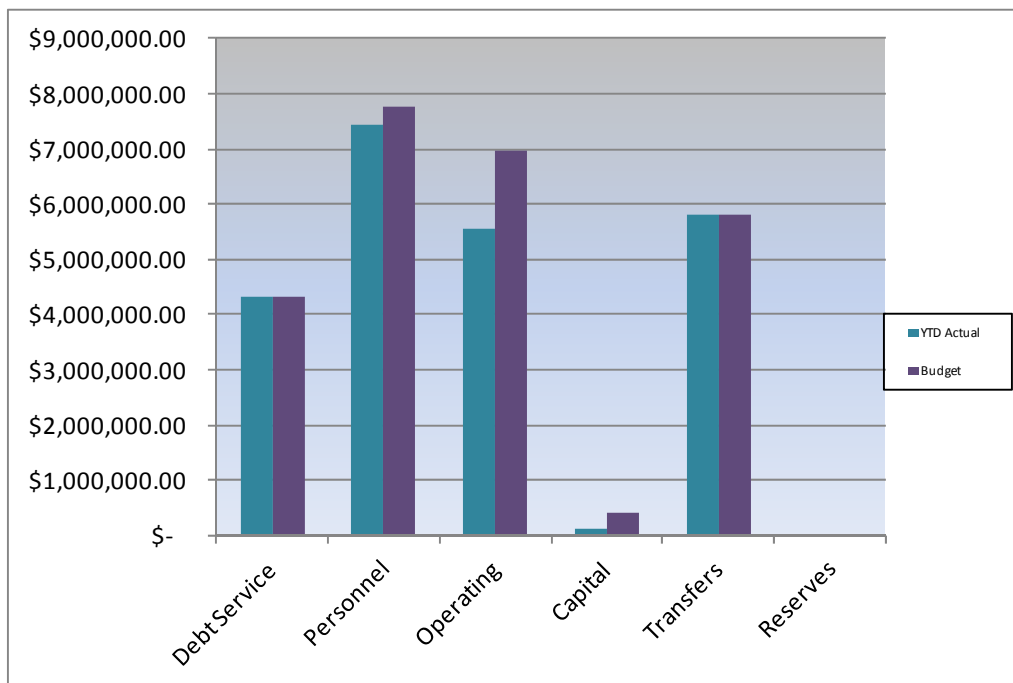
Overall Sewer revenue for the month of September 2013 has increased by \$10,100 (1.47%), when compared to September 2012.

Utilities Expenses – At a Glance September 2013

Water & Sewer Expenditures-YTD

Overall expenditures (excluding encumbrances) are as follows:

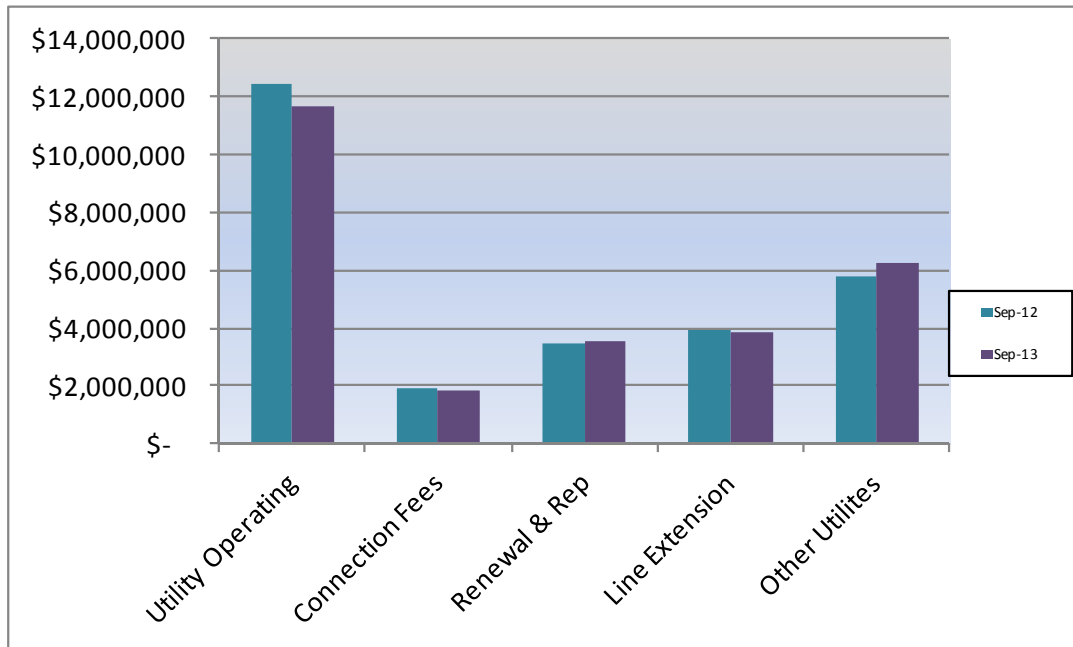
	<i>Actual</i>	<i>Budget</i>	<i>% Spent</i>
Debt Service	\$ 4,323,087.18	\$ 4,322,675	100.01%
Personnel	7,423,485.50	7,773,996	95.49%
Operating	5,536,659.73	6,973,010	79.40%
Capital	127,230.47	396,890	32.06%
Transfers	5,788,748.34	5,801,249	99.78%
Reserves	-	-	-
Total	\$ 23,199,211.22	\$ 25,267,820	91.81%



The Utilities Department's operational savings are attributed to efficiency measures and budget initiatives.

Utilities Cash & Investments – At a Glance September 2013

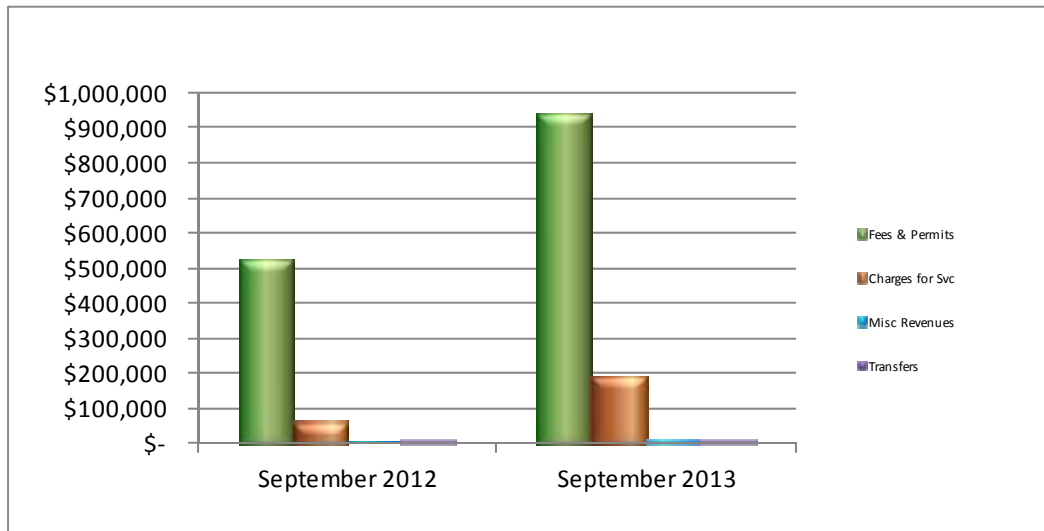
Water & Sewer Cash & Investments-YTD



Overall the Water & Sewer Funds cash and investments were \$0.5 million (-1.7%) less as of September 2013 as compared to September 2012.

Building Revenues – At a Glance September 2013

Building Revenues-YTD



Fees and Permits revenue in September 2013 is up \$418,739 (80.06%) from September 2012.

Charges for Services revenue in September 2013 is up \$134,153 (220.51%) from September 2012.

Overall, Building revenues in FY 13 (at September) have increased by \$554,984 (92.23%) when compared to FY 12 (at September).

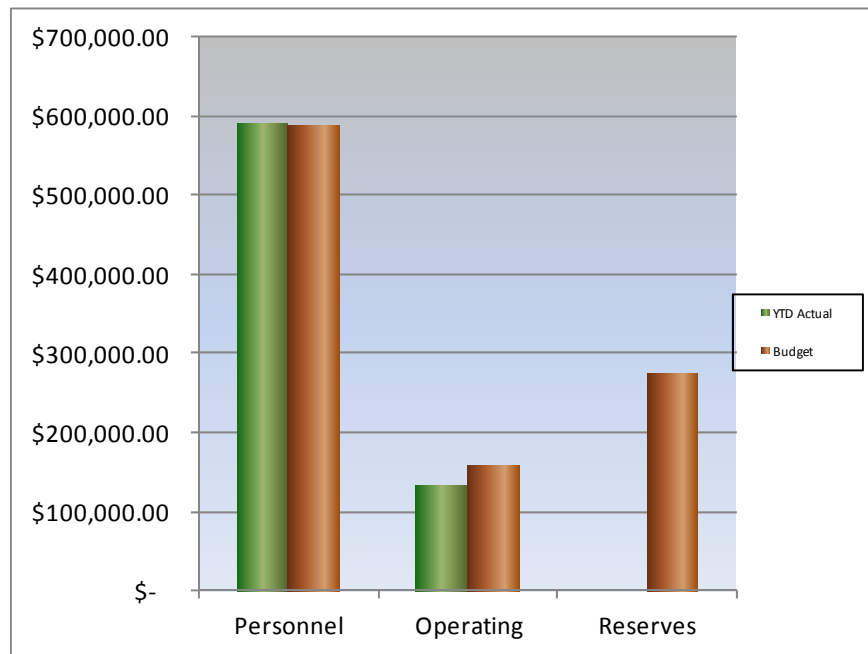
The total FY 13 Building revenues are recorded at 113% of the budgeted amount compared to FY 12 which was 55%.

Building Expenses – At a Glance September 2013

Building Expenditures-YTD

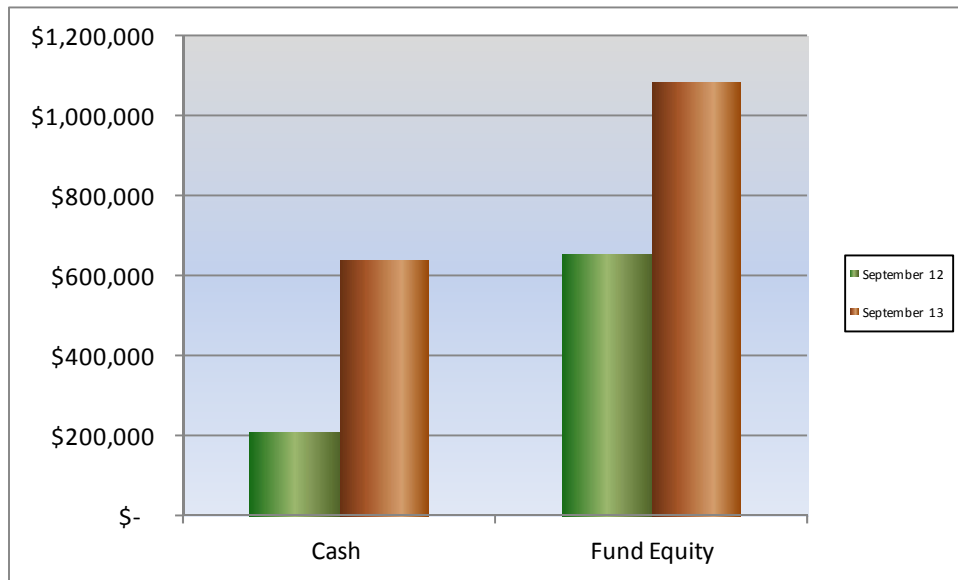
Overall expenditures (excluding encumbrances) are as follows:

	<u>Actual</u>	<u>Budget</u>	<u>% Spent</u>
Personnel	\$ 591,820.25	\$ 587,286	100.77%
Operating	134,209.26	157,853	85.02%
Reserves	-	274,371	0.00%
Total	\$ 726,029.51	\$ 1,019,510	71.21%



Building Cash & Fund Equity – At a Glance September 2013

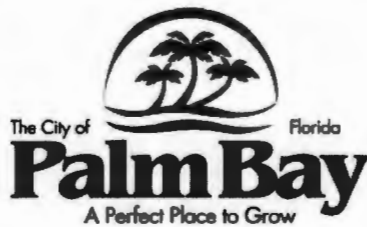
Building Cash & Fund Equity-YTD



Overall the Building cash was \$434,185 (210.8%) more as of September 2013 as compared to September 2012.

Overall the Building fund equity was \$430,666 (65.8%) more as of September 2013 as compared to September 2012.

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: Yvonne McDonald, Finance Director *Yvonne McDonald*

DATE: December 19, 2013

RE: PFM Quarterly Investment Report

Attached is the City's PFM'S Investment Performance Review Report for the Quarter ended September 30, 2013.

The City's Core 1-3 Year Investment portfolio is of high credit quality and invested in U.S. Treasury, Federal Agency, high quality corporate, and municipal securities. The portfolio realized \$23,253 in gains on sales during the quarter.

The investment portfolio's quarterly total return performance was 0.36%, outperforming the benchmark's performance of 0.30%. Over the past year, the portfolio earned 0.44%, versus 0.37% for the benchmark.

The City continues to emphasize safety and liquidity in the management of its portfolios. The portfolios comply with the City's investment policy and Florida's investment statutes.

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

Motion to acknowledge receipt of the Investment Performance Review Report for the Quarter ended September 30, 2013 by Council.

YM/tjl

Attachment: 1) Investment Performance Review, Quarter Ended September 30, 2013



City of Palm Bay, Florida



Investment Performance Review Quarter Ended September 30, 2013

Investment Advisors

Steven Alexander, CTP, CGFO, Managing Director
D. Scott Stitche, CFA, Senior Managing Consultant
Richard Pengelly, CFA, Senior Managing Consultant
Gregg Manjerovic, CFA, Portfolio Manager
Rebecca Geyer, CTP, Senior Analyst

PFM Asset Management LLC

One Keystone Plaza, Suite 300
North Front & Market Streets
Harrisburg, PA 17101-2044
717-232-2723 • 717-233-6073 fax

300 S. Orange Avenue, Suite 1170
Orlando, FL 32801
(407) 648-2208
(407) 648-1323 fax

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Section B All Portfolios Performance

Section C Core 1-3 Year Investment Portfolio

Section D Asset Allocation Chart

Tab III.

September 30, 2013 PFM Month-End Statement
(statements are available online at www.pfm.com)

PFM Funds September 30, 2013 Month-End Statement
(statements are available online at www.pfmfunds.com)

This material is based on information obtained from sources generally believed to be reliable and available to the public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or recommendation. The information contained in this report is not an offer to purchase or sell any securities.

TAB I

Summary

- Markets were whipsawed during the third quarter, as rates marched steadily higher into September, only to reverse on:
 - Weaker-than-expected employment and economic data;
 - Larry Summers' withdrawal from consideration as the next Federal Reserve (Fed) Chairman; and
 - The Fed's surprise announcement that it would await more evidence of sustainable economic progress before adjusting the pace of its bond purchases.
- As a result of the Fed's decision not to taper its bond-purchasing programs, ten-year Treasury yields ended the quarter at 2.6%, only slightly higher than the end of June, when yields were 2.5%.
- The domestic economy continued to grow modestly, although forecasts for growth into next year have been reduced.
- Partisan wrangling over the federal budget, looming debt ceiling, and impact of the government shutdown have created a great deal of uncertainty.

Economic Snapshot

- U.S. gross domestic product (GDP) grew at a modest 2.5% for the second quarter. The release of the Fed's September economic projections confirmed that growth is unlikely to pick up in the next few quarters, as its GDP growth forecast was revised slightly downward for 2013, 2014, and 2015.
- During the quarter, the unemployment rate continued to fall from 7.6% in June to 7.3% in August. The economy created 169,000 jobs in August, but that figure was overshadowed by large downward revisions to the prior two months' figures.
- Consumer confidence fell to 79.7 in September, marking its weakest reading since May.

- The euro zone emerged from recession but generated second-quarter GDP growth of only 0.3%.

Interest Rates

- Intermediate-term interest rates were slightly lower at the end of the quarter, as the market re-priced the yield curve to reflect the Fed's surprise inaction on tapering.
- At its September 17-18 meeting, the Federal Open Market Committee (FOMC) maintained its commitment to low short-term rates until the unemployment picture improves, as long as inflation remains within expectations. Its decision not to taper was based partially on its belief that growth in the near term would be somewhat lower than expected.
- While rates have come down from two-year highs in early September, once tapering starts, they may resume their gradual trend toward normalization, resulting in higher levels over time.

Sector Performance

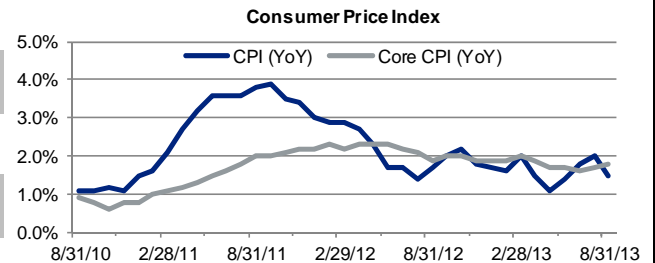
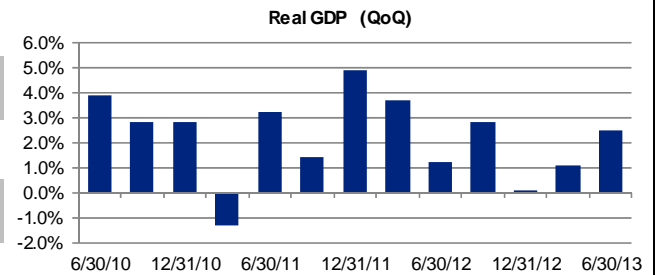
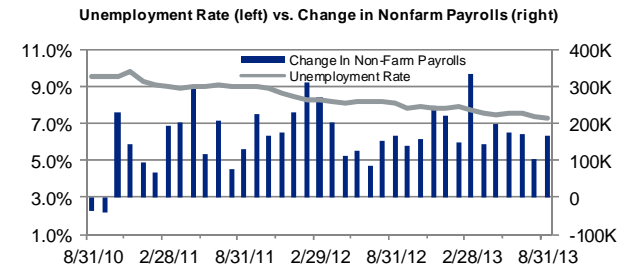
- Fixed-income securities generally performed well across most segments of the U.S. market, with intermediate-term maturities performing best.
- The corporate sector led the way with strong returns, as yield spreads reversed much of the spread widening that occurred in the second quarter.
- Agencies modestly outperformed Treasuries for the quarter, but yield spreads remain near historically narrow levels, especially in shorter maturities.
- Agency mortgage-backed securities had a very good quarter, as option-adjusted spreads narrowed, while the worst of the rate-induced duration extensions appear to be behind us.
- Short- and intermediate-term municipal bonds also had a good quarter, despite the Detroit bankruptcy filing in July.

Economic Snapshot

Labor Market	Latest	Jun 2013	Sep 2012
Unemployment Rate	Aug'13	7.3%	7.8%
Change In Non-Farm Payrolls	Aug'13	169,000	138,000
Average Hourly Earnings (YoY)	Aug'13	2.2%	2.0%
Personal Income (YoY)	Aug'13	3.7%	3.6%
Initial Jobless Claims (week)	10/4/13	374,000	368,000

Growth	Latest	Jun 2013	Sep 2012	
Real GDP (QoQ SAAR)	2013Q2	2.5%	1.1% ¹	2.8% ²
GDP Personal Consumption (QoQ SAAR)	2013Q2	1.8%	2.3% ¹	1.7% ²
Retail Sales (YoY)	Aug'13	4.7%	6.0%	5.7%
ISM Manufacturing Survey (month)	Sep'13	56.2	50.9	51.6
Existing Home Sales SAAR (month)	Aug'13	5.48 mil.	5.06 mil.	4.78 mil.

Inflation / Prices	Latest	Jun 2013	Sep 2012	
Personal Consumption Expenditures (YoY)	Aug'13	1.2%	1.3%	1.7%
Consumer Price Index (YoY)	Aug'13	1.5%	1.8%	2.0%
Consumer Price Index Core (YoY)	Aug'13	1.8%	1.6%	2.0%
Crude Oil Futures (WTI, per barrel)	Sep 30	\$102.33	\$96.56	\$92.19
Gold Futures (oz)	Sep 30	\$1,327	\$1,224	\$1,771



1. Data as of First Quarter 2013 2. Data as of Third Quarter 2012

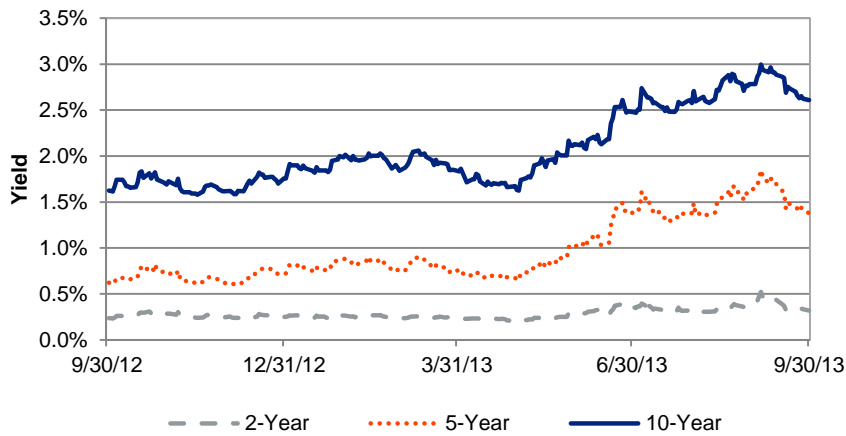
3. Some recent economic data has not been released due to the U.S. Government shutdown

Note: YoY = year over year, QoQ = quarter over quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil

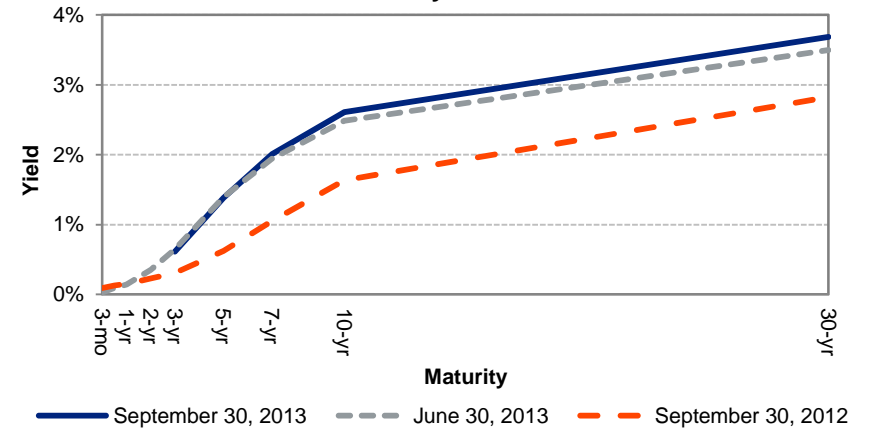
Source: Bloomberg

Investment Rate Overview

U.S. Treasury Note Yields



U.S. Treasury Yield Curve

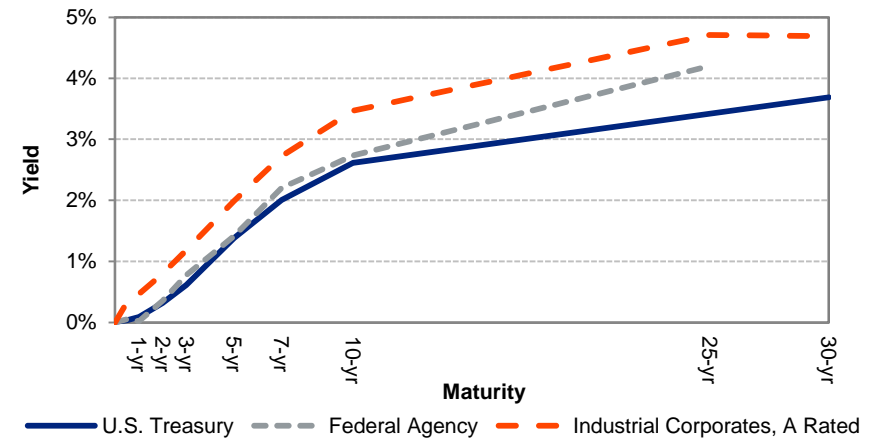


U.S. Treasury Yields

Maturity	9/30/13	6/30/13	Change over Quarter	9/30/12	Change over Year
3-month	0.01%	0.03%	(0.02%)	0.09%	(0.08%)
1-year	0.11%	0.17%	(0.06%)	0.16%	(0.05%)
2-year	0.32%	0.37%	(0.05%)	0.25%	0.07%
5-year	1.39%	1.40%	(0.01%)	0.63%	0.76%
10-year	2.67%	2.52%	0.15%	1.70%	0.97%
30-year	3.68%	3.48%	0.20%	2.82%	0.86%

Source: Bloomberg

Yield Curves as of 9/30/2013



BofA Merrill Lynch Index Returns

	As of 9/30/2013		Returns for Periods ended 9/30/2013		
	Duration	Yield	3 Month	1 Year	3 Years
1-3 Year Indices					
U.S. Treasury	1.90	0.33%	0.29%	0.37%	0.71%
Federal Agency	1.75	0.45%	0.30%	0.39%	0.87%
U.S. Corporates, A-AAA rated	1.93	1.00%	0.74%	1.39%	2.22%
Agency MBS (0 to 3 years)	1.78	1.34%	1.03%	(0.28%)	1.92%
Municipals	1.83	0.64%	0.47%	0.76%	1.25%
1-5 Year Indices					
U.S. Treasury	2.70	0.62%	0.46%	(0.03%)	1.16%
Federal Agency	2.48	0.75%	0.52%	0.07%	1.15%
U.S. Corporates, A-AAA rated	2.83	1.49%	1.16%	1.17%	2.79%
Agency MBS (0 to 5 years)	3.26	2.54%	0.93%	(0.74%)	2.55%
Municipals	2.57	0.98%	0.67%	0.58%	1.72%
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	5.70	1.42%	0.03%	(2.54%)	2.12%
Federal Agency	3.93	1.33%	0.35%	(1.38%)	1.63%
U.S. Corporates, A-AAA rated	6.44	2.84%	0.86%	(1.72%)	3.83%
Agency MBS	5.17	2.94%	1.08%	(1.20%)	2.66%
Municipals	8.04	3.40%	(0.41%)	(2.75%)	3.28%

1. Duration and yield are after the indices were rebalanced at month end.

2. Returns are rolling returns. Returns for periods greater than one year are annualized.

Source: Bloomberg

Disclosures

The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC (PFMAM) at the time of distribution and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFMAM cannot guarantee its accuracy, completeness, or suitability. This material is for general information purposes only and is not intended to provide specific advice or recommendation. The information contained in this report is not an offer to purchase or sell any securities.

Further distribution is not permitted without prior written consent.

TAB II

Executive Summary

PORTFOLIO RECAP

- The City's Investment Portfolio is of high credit quality and invested in U.S. Treasury, Federal Agency, high quality corporate and municipal securities.
- PFM continued to actively manage the Investment Portfolio during the third quarter and found value in the market, taking advantage of market inefficiencies or changes in economic outlook. As a result the Portfolio realized \$23,253 in gains on sales (based on amortized cost) during the quarter. PFM is continually in the market monitoring for opportunities to add value to the Portfolio.
- The Investment Portfolio's quarterly total return performance was 0.36%, outperforming the benchmark's performance of 0.30% by 0.06%. Over the past year, the Portfolio earned 0.44%, versus 0.37% for the benchmark.
- Our investment strategy was based on the view that interest rates will trend gradually higher as modest economic expansion in the U.S. continues. The Federal Reserve must eventually curtail its bond purchases and rates will begin to normalize from artificially low levels. The key pillars of our strategy included:
 - Keeping duration a bit shorter and more conservative than benchmarks,
 - Careful timing of purchases when rates were near the top of their recent range,
 - Emphasizing credit instruments (e.g. corporates, municipals) that will benefit from favorable credit market conditions and improving fundamentals, and
 - Making greater use of floating-rate instruments that are historically less susceptible to market risk when rates rise.
- Unlike stock market indexes whose composition remains fairly constant (e.g. Dow Jones 30 industrials or S&P 500), bond market indexes change constituents every month. Shorter maturity bonds drop out and newly-issued or longer maturity bonds roll into the designated maturity range (e.g. 1-3 year, 1-5 year). This causes the average maturity of the typical bond index to extend at the beginning of each new month. Portfolio managers normally execute monthly trades to match the extension of their benchmarks. Because rates were rising, however, PFMAM chose not to extend at the beginning of July, preferring to wait as rates marched even higher. We did finally extend the middle of July and throughout August to match the indexes' lengthening. This was fortuitous, as rates fell sharply in September.
- Our expectations are that U.S. economic growth will continue, but Fed projections may prove too optimistic. We believe that the U.S. will not default on its debt, and Janet Yellen will be confirmed as the next Chair of the Federal Reserve and will continue Bernanke's accommodative monetary policies.
- Treasury yields will likely be range bound due to the unevenness of the economic recovery. The tradable range for Treasury yields will gradually rise as monetary policy accommodation is slowly removed.
- The current modestly conservative duration posture for portfolios will likely be maintained for the foreseeable future. Bouts of market weakness may be used to match monthly index extensions at favorable levels, when deemed appropriate.
- We will focus more than ever on safety of principal and appropriate liquidity in this new and challenging environment, while maximizing value through careful, prudent active management. Our strategy will remain appropriately flexible and may change in response to changes in interest rates, economic data, market outlook or specific opportunities that arise.

Portfolio Statistics (All Accounts)

<u>Account Name</u>	<u>Amortized Cost^{1,2,3}</u>	Amortized Cost ^{1,2,3}	<u>Market Value^{1,2,3}</u>	Market Value ^{1,2,3}	<u>Duration (Years)</u>
	<u>September 30, 2013</u>	<u>June 30, 2013</u>	<u>September 30, 2013</u>	<u>June 30, 2013</u>	<u>September 30, 2013</u>
Investment Portfolio	\$20,838,397.35	\$23,747,889.49	\$20,870,159.34	\$23,754,471.05	1.78
Florida Prime	9,317.00	9,312.77	9,317.00	9,312.77	44 days
US Bank Money Market Account	197,361.70	75,222.70	197,361.70	75,222.70	0.003
PFM Funds Prime Series Money Market Fund	8,743,760.22	15,340,611.57	8,743,760.22	15,340,611.57	56 days
Federated Money Market Fund	2,008,504.61	2,008,322.07	2,008,504.61	2,008,322.07	0.003
SunTrust Bank Now Account	551,187.48	551,090.25	551,187.48	551,090.25	0.003
Bank of America Concentration Account	14,562,743.61	8,805,195.76	14,562,743.61	8,805,195.76	0.003
Bank of America Deposit Escrow Account	2,144,862.65	2,121,037.22	2,144,862.65	2,121,037.22	0.003
Bank of America Flexible Spending Account	29,223.23	25,316.56	29,223.23	25,316.56	0.003
Total Assets	\$49,085,357.85	\$52,683,998.39	\$49,117,119.84	\$52,690,579.95	

<u>Account Name</u>	<u>Yield to Maturity on Cost^{4, 5}</u>	Yield to Maturity on Cost ^{4, 5}	<u>Yield to Maturity at Market⁵</u>	Yield to Maturity at Market ⁵	<u>Duration (Years)</u>
	<u>September 30, 2013</u>	<u>June 30, 2013</u>	<u>September 30, 2013</u>	<u>June 30, 2013</u>	<u>June 30, 2013</u>
Investment Portfolio	0.63%	0.61%	0.49%	0.48%	1.78
Florida Prime	0.18%	0.20%	0.18%	0.20%	43 days
US Bank Money Market Account	0.01%	0.01%	0.01%	0.01%	0.003
PFM Funds Prime Series Money Market Fund ⁷	0.08%	0.10%	0.08%	0.10%	47 days
Federated Money Market Fund	0.03%	0.05%	0.03%	0.05%	0.003
SunTrust Bank Now Account	0.07%	0.07%	0.07%	0.07%	0.003
Bank of America Concentration Account	N/A	N/A	N/A	N/A	0.003
Bank of America Deposit Escrow Account	N/A	N/A	N/A	N/A	0.003
Bank of America Flexible Spending Account	N/A	N/A	N/A	N/A	0.003
Weighted Average Yield	0.28%	0.31%	0.22%	0.25%	

Benchmarks

	<u>September 30, 2013</u>	<u>June 30, 2013</u>
S&P Rated GIP Index Government 30 Day Yield ⁶	0.09%	0.11%

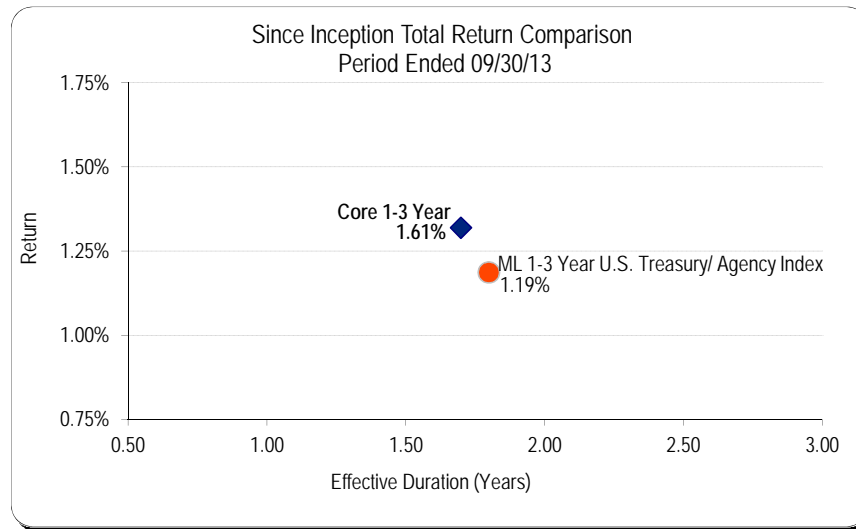
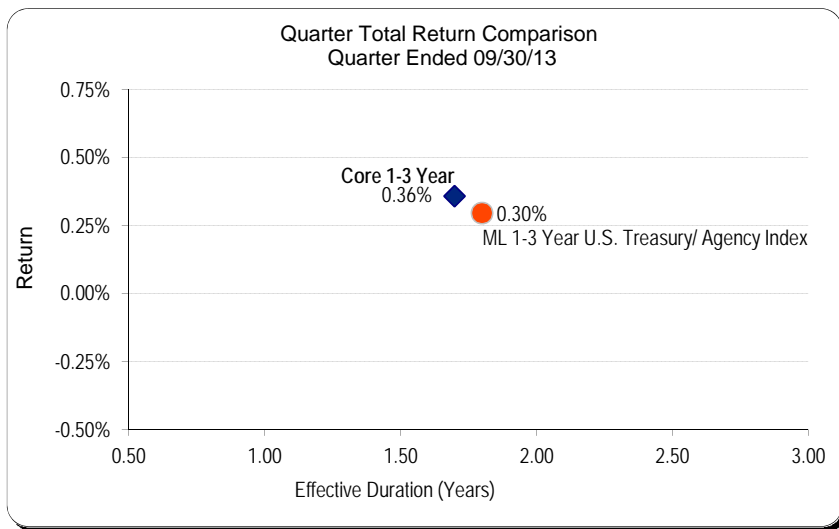
Notes:

1. On a trade-date basis, including accrued interest.
2. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.
3. Includes cash in custody account.
4. Past performance is not indicative of future results.
5. Month end yields.
6. Month end yield, gross of fees. Source Standard & Poor's.
7. Seven day yield as of quarter end. The yields shown above represent past performance. Past performance is no guarantee of future results and yields may vary. The current fund performance may be higher or lower than that cited. The current seven-day yield does not include realized gains and losses on the sale of securities. The yields shown above may reflect fee waivers by service providers that subsidize and reduce the total operating expenses of the Funds. Fund yields would be lower if there were no such waivers.

Investment Portfolio Core 1-3 Year Portfolio Performance

Total Portfolio Value¹	September 30, 2013	June 30, 2013				
Market Value	\$20,870,159.34	\$23,754,471.05				
Amortized Value	\$20,838,397.35	\$23,747,889.49				
Total Return^{2,3,4}	Quarterly Return September 30, 2013	Last 6 Months	Last 12 Months	Last 2 Years	Last 3 Years	Since Inception September 30, 2009
Investment Portfolio Core 1-3 Year	0.36%	0.18%	0.44%	0.81%	0.99%	1.32%
Merrill Lynch 1-3 Year U.S. Treasury/ Agency Index	0.30%	0.18%	0.37%	0.50%	0.74%	1.19%

Effective Duration (Years)^{4,5}	September 30, 2013	June 30, 2013	Yields	September 30, 2013	June 30, 2013
Investment Portfolio Core 1-3 Year	1.70	1.77	Yield at Market	0.49%	0.48%
Merrill Lynch 1-3 Year U.S. Treasury/ Agency Index	1.80	1.80	Yield at Cost	0.63%	0.61%
Portfolio Duration % of Benchmark Duration	94%	98%			

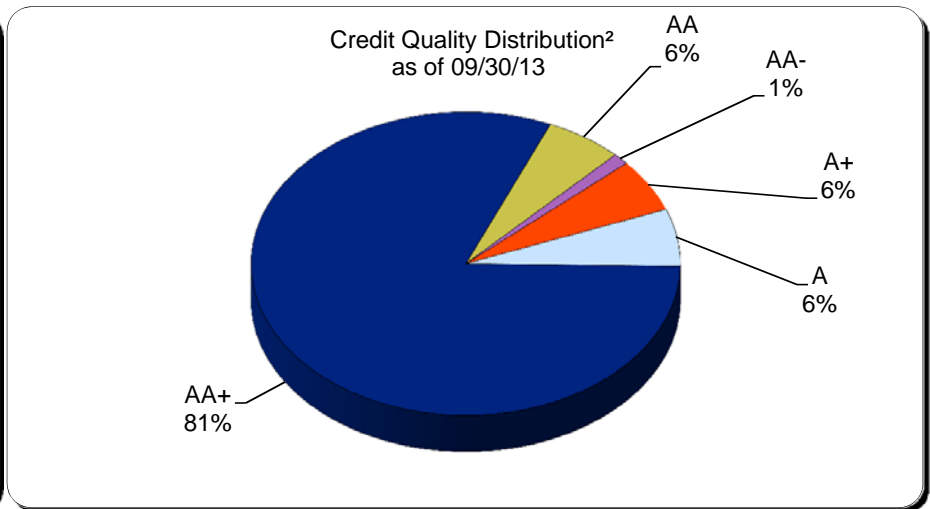
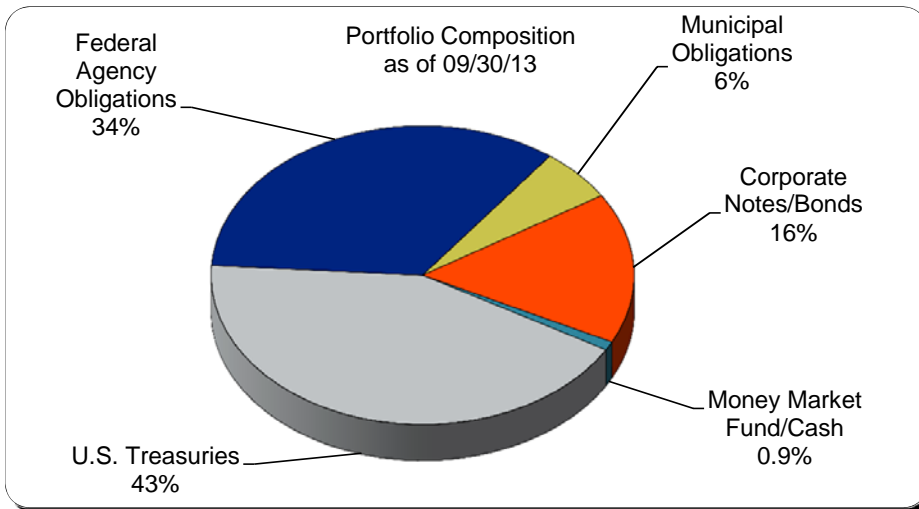


Notes:

1. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Performance on trade date basis, gross (i.e., before fees), is in accordance with The CFA Institute's Global Investment Performance Standards (GIPS). Quarterly returns are presented on an unannualized basis. Returns presented for 12 months or longer are presented on an annual basis. Past performance is not indicative of future results.
3. Since Inception the benchmark has been the Merrill Lynch 1-3 Year U.S. Treasury/Agency Note Index.
4. Merrill Lynch Indices provided by Bloomberg Financial Markets.
5. Includes money market fund/cash in performance and duration computations.

Investment Portfolio Core 1-3 Year Portfolio Composition and Credit Quality Characteristics

<u>Security Type¹</u>	<u>September 30, 2013</u>	<u>% of Portfolio</u>	<u>June 30, 2013</u>	<u>% of Portfolio</u>
U.S. Treasuries	\$8,911,386.03	42.7%	\$10,388,445.99	43.7%
Federal Agencies	7,146,864.81	34.2%	9,265,553.95	39.0%
Commercial Paper	0.00	0.0%	0.00	0.0%
Certificates of Deposit	0.00	0.0%	0.00	0.0%
Bankers Acceptances	0.00	0.0%	0.00	0.0%
Repurchase Agreements	0.00	0.0%	0.00	0.0%
Municipal Obligations	1,202,609.33	5.8%	1,076,791.53	4.5%
Corporate Notes/Bonds	3,411,937.17	16.3%	2,950,832.19	12.4%
Mortgage Backed	0.00	0.0%	0.00	0.0%
Money Market Fund/Cash	197,362.00	0.9%	72,847.39	0.3%
Totals	\$20,870,159.34	100.0%	\$23,754,471.05	100.0%

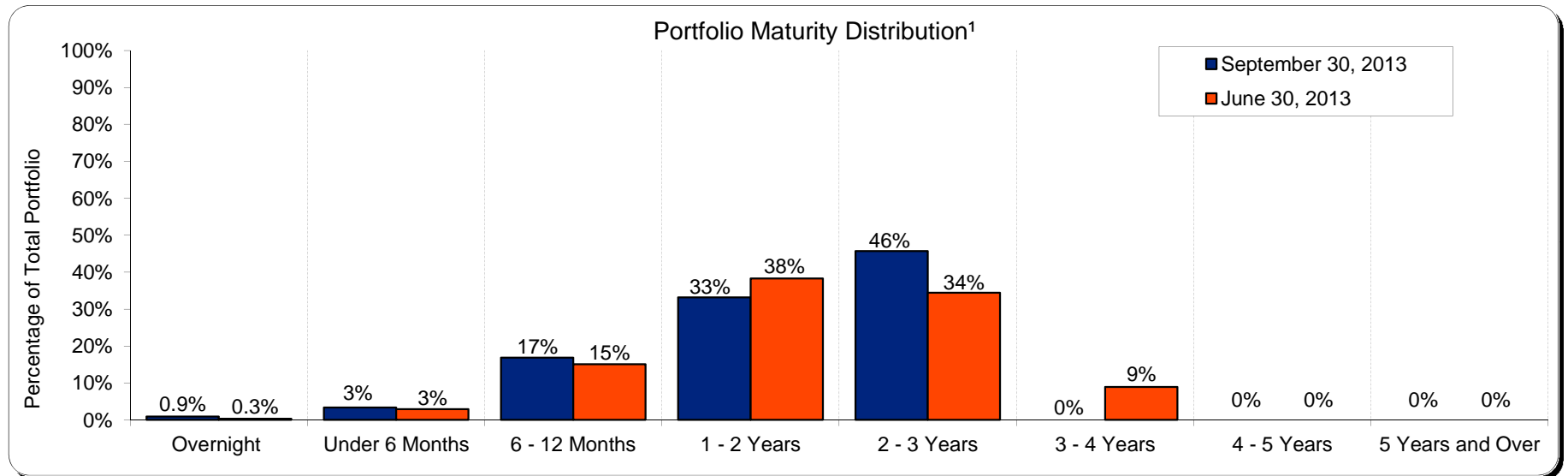


Notes:

1. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Credit rating of securities held in portfolio, exclusive of money market fund/LGIP. Standard & Poor's is the source of the credit ratings.

Investment Portfolio Core 1-3 Year Portfolio Maturity Distribution

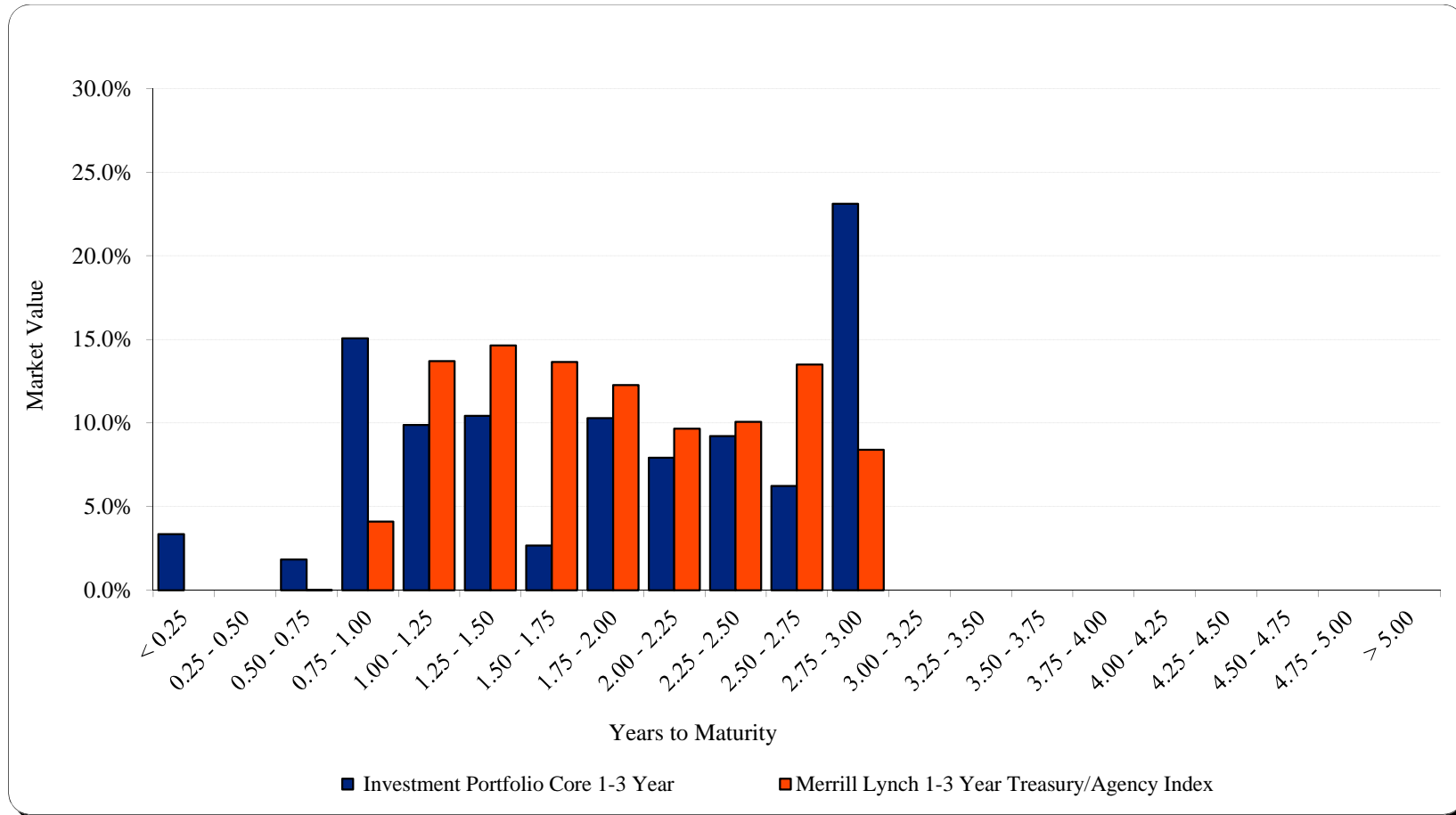
<u>Maturity Distribution</u> ¹	<u>September 30, 2013</u>	<u>June 30, 2013</u>
Overnight (Money Market Fund)	\$197,362.00	\$72,847.39
Under 6 Months	695,934.00	695,409.60
6 - 12 Months	3,515,199.09	3,587,670.01
1 - 2 Years	6,920,722.67	9,101,930.12
2 - 3 Years	9,540,941.58	8,170,537.65
3 - 4 Years	0.00	2,126,076.28
4 - 5 Years	0.00	0.00
5 Years and Over	0.00	0.00
Totals	\$20,870,159.34	\$23,754,471.05



Notes:

1. Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.

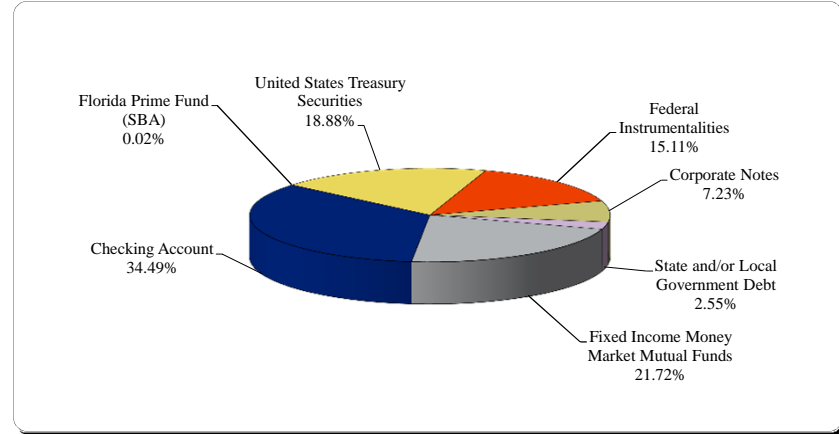
Investment Portfolio Core 1-3 Year Maturity Distribution versus the Benchmark¹



Notes:

1. Due to the nature of the security, Mortgage-Backed Securities are represented based on their average life maturity rather than their final maturity.

Security Type	September 30, 2013	September 30, 2013	Notes	Permitted by Policy
Florida Prime Fund (SBA)	9,317.00	0.02%		25%
United States Treasury Securities	8,902,928.31	18.88%		100%
United States Government Agency Securities	-	0.00%		50%
Federal Instrumentalities	7,126,448.49	15.11%	2	80%
Mortgage-Backed Securities	-	0.00%	2	20%
Certificates of Deposit	-	0.00%	3	40%
Repurchase Agreements	-	0.00%		50%
Commercial Paper	-	0.00%		25%
Corporate Notes	3,409,376.82	7.23%		15%
Bankers' Acceptances	-	0.00%		25%
State and/or Local Government Debt	1,202,281.73	2.55%		20%
Fixed Income Money Market Mutual Funds	10,238,982.22	21.72%		50%
Intergovernmental Investment Pool	-	0.00%		25%
Checking Account	16,259,462.71	34.49%	3	100%



Individual Issuer Breakdown	September 30, 2013	September 30, 2013	Notes	Permitted by Policy
Government National Mortgage Association (GNMA)	-	0.00%		25%
US Export-Import Bank (Ex-Im)	-	0.00%		25%
Farmers Home Administration (FMHA)	-	0.00%		25%
Federal Financing Bank	-	0.00%		25%
Federal Housing Administration (FHA)	-	0.00%		25%
General Services Administration	-	0.00%		25%
New Communities Act Debentures	-	0.00%		25%
US Public Housing Notes & Bonds	-	0.00%		25%
US Dept. of Housing and Urban Development	-	0.00%		25%
Federal Farm Credit Bank (FFCB)	-	0.00%		50%
Federal Home Loan Bank (FHLB)	690,211.42	1.46%		50%
Federal National Mortgage Association (FNMA)	1,424,942.23	3.02%		50%
Federal Home Loan Mortgage Corporation (FHLMC)	5,011,294.84	10.63%		50%

Individual Issuer Breakdown	September 30, 2013	September 30, 2013	Notes	Permitted by Policy
General Electric Corporate Notes	450,930.59	0.96%		5%
Bank of New York Mellon Corporate Notes	700,613.23	1.49%		5%
Anheuser-Busch Corporate Notes	351,390.74	0.75%		5%
JP Morgan Chase Corporate Notes	750,091.03	1.59%		5%
Caterpillar Corporate Notes	159,949.04	0.34%		5%
Apple Inc. Corporate Notes	270,077.34	0.57%		5%
Toyota Corporate Notes	250,654.53	0.53%		5%
Wells Fargo & Company Corporate Notes	475,670.32	1.01%		5%
New York City Municipal Bond	695,934.00	1.48%		5%
Regional Trans Authority, IL Revenue Bond	381,347.73	0.81%		5%
University of California Taxable Revenue Bond	125,000.00	0.27%		5%
Money Market Fund - PFM Funds Prime Series	8,033,115.91	17.04%		30%
Money Market Fund - US Bank	197,361.70	0.42%	3	30%
Money Market Fund - Federated	2,008,504.61	4.26%	3	30%
Bank Account - Now Account	551,187.48	1.17%	3	100%
Bank of America Concentration Account	13,534,189.35	28.71%	3	100%
Bank of America Deposit Escrow Account	2,144,862.65	4.55%	3	100%
Bank of America Flexible Spending Account	29,223.23	0.06%	3	100%

Notes:

1. PFM uses Amortized Cost plus Accrued Interest to present portfolio balances.
 2. The combined total of Federal Instrumentalities and Mortgage Backed Securities can not be more than 80%. The combined total as of September 30, 2013 is 15.11%.
 3. Managed by the City.
- * Does not include bond proceeds.

TAB III



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

For the Month Ending

September 30, 2013

CITY OF PALM BAY

Client Management Team

Scott Stitcher, CFA

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geyerr@pfm.com

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Summary Statement
Individual Accounts

Accounts included in Statement

68890010 CITY OF PALM BAY CORE 1-3 YEAR INVEST

CITY OF PALM BAY
MS. YVONNE MCDONALD
120 MALABAR ROAD, SE
PALM BAY, FL 32907

Online Access <http://www.pfm.com>

Customer Service 1-717-232-2723

**Important Disclosures****Important Disclosures**

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management LLC ("PFM") is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

Proxy Voting PFM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFM recognizes that clients may use these reports to facilitate record keeping; therefore the custodian bank statement and the PFM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

Account Control PFM does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg or Telerate. Where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFM believes the prices to be reliable, the values of the securities do not always represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for money market and TERM funds is contained in the appropriate fund information statement.

Amortized Cost The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Tax Reporting Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

Financial Situation In order to better serve you, PFM should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

Portfolio The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed. Shares of some money market and TERM funds are marketed through representatives of PFM's wholly owned subsidiary, PFM Fund Distributors, Inc. PFM Fund Distributors, Inc. is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Regulator Public Disclosure Hotline at 1-888-289-9999 or at the FINRA Regulation Internet website address www.nasd.com. A brochure describing the FINRA Regulation Public Disclosure Program is also available from the FINRA upon request.

Key Terms and Definitions

Dividends on money market funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Average maturity represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

Monthly distribution yield represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

YTM at Cost The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

Managed Account A portfolio of investments managed discretely by PFM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

Unsettled Trade A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFM within 60 days of receipt. If you have other concerns or questions regarding your account you should contact a member of your client management team or PFM Service Operations at the address below.

PFM Asset Management LLC
Attn: Service Operations
One Keystone Plaza, Suite 300
N. Front & Market Sts
Harrisburg, PA 17101



Managed Account Summary Statement

For the Month Ending **September 30, 2013**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Transaction Summary - Managed Account

Opening Market Value	\$23,738,778.18
Maturities/Calls	0.00
Principal Dispositions	(3,145,386.68)
Principal Acquisitions	0.00
Unsettled Trades	(2,294.92)
Change in Current Value	30,226.53
Closing Market Value	\$20,621,323.11

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	3,154,179.67
Coupon/Interest/Dividend Income	20,434.82
Principal Payments	0.00
Security Purchases	0.00
Net Cash Contribution	(3,000,000.00)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	29,227.81
Less Purchased Interest Related to Interest/Coupons	0.00
Plus Net Realized Gains/Losses	(7,342.75)
Total Cash Basis Earnings	\$21,885.06

Cash Balance

Closing Cash Balance	\$197,361.70
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Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	20,589,561.12
Ending Accrued Interest	51,474.23
Plus Proceeds from Sales	3,282,132.71
Plus Proceeds of Maturities/Calls/Principal Payments	0.00
Plus Coupons/Dividends Received	20,434.82
Less Cost of New Purchases	(125,000.00)
Less Beginning Amortized Value of Securities	(23,738,433.56)
Less Beginning Accrued Interest	(61,638.71)
Total Accrual Basis Earnings	\$18,530.61



Portfolio Summary and Statistics

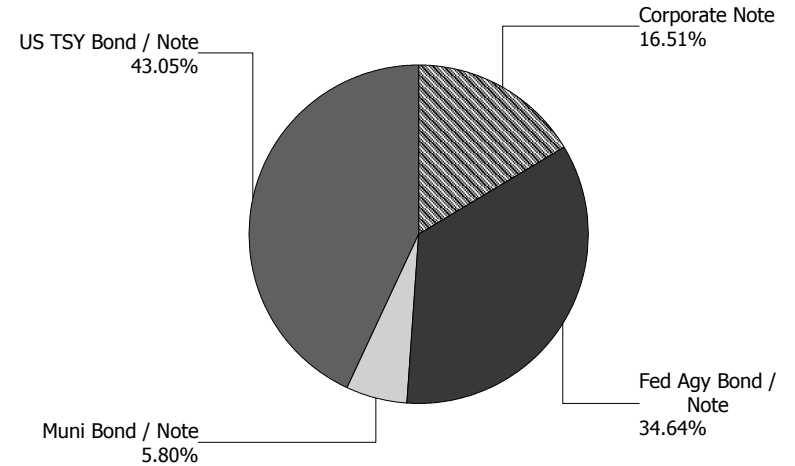
For the Month Ending **September 30, 2013**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

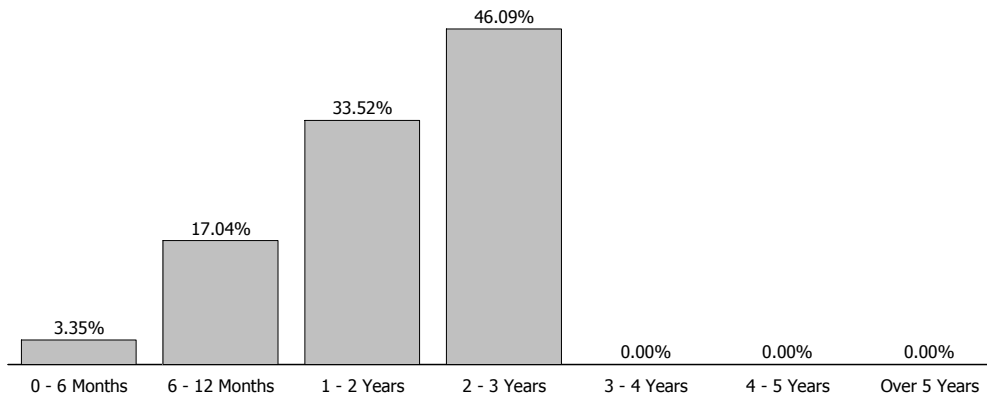
Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	8,645,000.00	8,878,058.27	43.05
Municipal Bond / Note	1,195,000.00	1,195,327.60	5.80
Federal Agency Bond / Note	7,110,000.00	7,142,515.79	34.64
Corporate Note	3,405,000.00	3,405,421.45	16.51
Managed Account Sub-Total	20,355,000.00	20,621,323.11	100.00%
Accrued Interest		51,474.23	
Total Portfolio	20,355,000.00	20,672,797.34	
Unsettled Trades	125,000.00	124,769.00	

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	0.63%
Yield to Maturity at Market	0.49%
Duration to Worst	1.78
Weighted Average Days to Maturity	675



Managed Account Issuer Summary

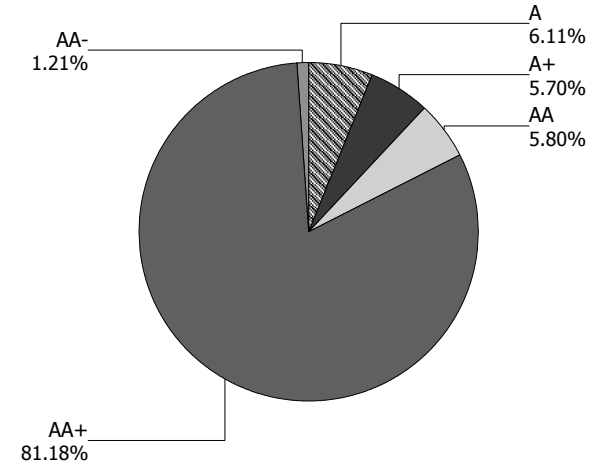
For the Month Ending **September 30, 2013**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Issuer Summary

Issuer	Market Value of Holdings	Percent
ANHEUSER-BUSCH INBEV NV	351,583.75	1.70
APPLE INC	268,111.08	1.30
BANK OF NEW YORK	699,220.90	3.39
CATERPILLAR INC	159,265.92	0.77
CITY OF NEW YORK CITY, NY	690,000.00	3.35
FANNIE MAE	1,422,605.90	6.90
FEDERAL HOME LOAN BANKS	689,901.33	3.35
FREDDIE MAC	5,030,008.56	24.39
GENERAL ELECTRIC CO	451,606.95	2.19
JP MORGAN CHASE & CO	749,134.50	3.63
REGIONAL TRANS AUTH, IL	380,558.60	1.85
TOYOTA MOTOR CORP	249,780.75	1.21
UNITED STATES TREASURY	8,878,058.27	43.05
UNIVERSITY OF CALIFORNIA	124,769.00	0.61
WELLS FARGO & COMPANY	476,717.60	2.31
Total	\$20,621,323.11	100.00%

Credit Quality (S&P Ratings)





Managed Account Detail of Securities Held

For the Month Ending **September 30, 2013**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 10/17/2011 0.500% 10/15/2014	912828RL6	1,310,000.00	AA+	Aaa	10/27/11	10/31/11	1,310,562.89	0.49	3,024.45	1,310,198.71	1,315,014.68
US TREASURY NOTES DTD 02/15/2012 0.250% 02/15/2015	912828SE1	610,000.00	AA+	Aaa	02/22/12	02/27/12	606,735.55	0.43	194.77	608,485.10	610,452.62
US TREASURY NOTES DTD 03/15/2012 0.375% 03/15/2015	912828SK7	120,000.00	AA+	Aaa	03/13/12	03/15/12	119,596.88	0.49	19.89	119,803.65	120,285.96
US TREASURY NOTES DTD 03/15/2012 0.375% 03/15/2015	912828SK7	1,435,000.00	AA+	Aaa	06/27/12	06/29/12	1,433,710.74	0.41	237.85	1,434,306.52	1,438,419.61
US TREASURY NOTES DTD 11/01/2010 1.250% 10/31/2015	912828PE4	350,000.00	AA+	Aaa	10/16/12	10/18/12	359,228.52	0.38	1,830.84	356,339.81	356,480.60
US TREASURY NOTES DTD 11/01/2010 1.250% 10/31/2015	912828PE4	450,000.00	AA+	Aaa	11/29/12	12/05/12	461,847.65	0.34	2,353.94	458,505.95	458,332.20
US TREASURY NOTES DTD 05/02/2011 2.000% 04/30/2016	912828OF0	695,000.00	AA+	Aaa	03/27/13	04/01/13	729,478.52	0.38	5,816.85	723,924.58	721,876.95
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	540,000.00	AA+	Aaa	05/22/13	05/28/13	586,532.81	0.44	4,435.19	581,386.67	579,656.52
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	625,000.00	AA+	Aaa	05/10/13	05/15/13	680,200.20	0.40	5,133.32	673,532.69	670,898.75
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	810,000.00	AA+	Aaa	05/29/13	05/31/13	877,584.38	0.52	6,652.79	870,278.17	869,484.78
US TREASURY NOTES DTD 08/01/2011 1.500% 07/31/2016	912828OX1	1,300,000.00	AA+	Aaa	07/31/13	08/01/13	1,332,449.22	0.66	3,285.33	1,330,669.38	1,332,905.60
US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	400,000.00	AA+	Aaa	08/29/13	08/30/13	402,234.38	0.81	342.54	402,169.32	404,250.00
Security Type Sub-Total		8,645,000.00					8,900,161.74	0.48	33,327.76	8,869,600.55	8,878,058.27
Municipal Bond / Note											
NYC, NY TXBL GO BONDS DTD 10/20/2010 1.720% 10/01/2013	64966H4A5	690,000.00	AA	Aa2	10/07/10	10/20/10	690,000.00	1.72	5,934.00	690,000.00	690,000.00



Managed Account Detail of Securities Held

For the Month Ending **September 30, 2013**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note												
REGIONAL TRANS AUTH, IL TXBL REV BONDS		759911U32	380,000.00	AA	Aa3	06/14/12	06/26/12	380,000.00	1.06	1,347.73	380,000.00	380,558.60
DTD 06/26/2012 1.064% 06/01/2014												
UNIV OF CAL TXBL REV BONDS		91412GSW6	75,000.00	AA	Aa1	09/26/13	10/02/13	75,000.00	0.53	0.00	75,000.00	74,869.50
DTD 10/02/2013 0.528% 05/15/2015												
UNIV OF CAL TXBL REV BONDS		91412GSX4	50,000.00	AA	Aa1	09/26/13	10/02/13	50,000.00	0.91	0.00	50,000.00	49,899.50
DTD 10/02/2013 0.907% 05/15/2016												
Security Type Sub-Total			1,195,000.00					1,195,000.00	1.40	7,281.73	1,195,000.00	1,195,327.60
Federal Agency Bond / Note												
FHLMC NOTES		3134G2YJ5	270,000.00	AA+	Aaa	09/14/11	09/15/11	269,386.75	0.58	45.00	269,801.97	270,869.94
DTD 08/12/2011 0.500% 09/19/2014												
FHLMC NOTES		3134G2YJ5	1,750,000.00	AA+	Aaa	09/28/11	09/30/11	1,740,665.50	0.68	291.67	1,746,940.84	1,755,638.50
DTD 08/12/2011 0.500% 09/19/2014												
FREDDIE MAC GLOBAL NOTES		3134G2WG3	1,100,000.00	AA+	Aaa	08/30/11	08/31/11	1,105,764.00	0.58	206.25	1,101,848.41	1,106,241.40
DTD 08/05/2011 0.750% 09/22/2014												
FREDDIE MAC GLOBAL NOTES		3137EACY3	730,000.00	AA+	Aaa	05/30/12	05/31/12	734,526.00	0.50	1,916.25	732,102.71	734,747.92
DTD 10/06/2011 0.750% 11/25/2014												
FREDDIE MAC (CALLABLE) GLOBAL NOTES		3134G42V9	480,000.00	AA+	Aaa	04/29/13	04/30/13	480,000.00	0.32	648.53	480,000.00	479,974.08
DTD 04/29/2013 0.320% 04/29/2015												
FNMA NOTES (CALLABLE)		3135G0NG4	415,000.00	AA+	Aaa	08/02/12	08/07/12	414,958.50	0.50	311.25	414,974.34	415,076.36
DTD 08/07/2012 0.500% 08/07/2015												
FEDERAL HOME LOAN BANK GLOBAL NOTES		313383V81	690,000.00	AA+	Aaa	08/08/13	08/09/13	689,972.40	0.38	237.19	689,974.23	689,901.33
DTD 08/09/2013 0.375% 08/28/2015												
FHLMC NOTES		3137EACM9	665,000.00	AA+	Aaa	09/22/11	09/23/11	688,920.05	0.83	678.85	676,814.36	682,536.72
DTD 09/10/2010 1.750% 09/10/2015												
FANNIE MAE GLOBAL NOTES		3135G0VA8	1,010,000.00	AA+	Aaa	02/15/13	02/19/13	1,009,555.60	0.51	14.03	1,009,642.61	1,007,529.54
DTD 02/15/2013 0.500% 03/30/2016												



Managed Account Detail of Securities Held

For the Month Ending **September 30, 2013**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		7,110,000.00					7,133,748.80	0.57	4,349.02	7,122,099.47	7,142,515.79
Corporate Note											
ANHEUSER-BUSCH GLOBAL NOTES DTD 07/16/2012 0.800% 07/15/2015	03523TBM9	350,000.00	A	A3	02/07/13	02/12/13	351,081.50	0.67	591.11	350,799.63	351,583.75
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	700,000.00	A+	Aa3	12/17/12	12/20/12	697,886.00	0.81	2,150.56	698,462.67	699,220.90
CATERPILLAR FINANCIAL SE NOTES DTD 02/28/2013 0.700% 02/26/2016	14912L5N7	160,000.00	A	A2	02/25/13	02/28/13	159,801.60	0.74	108.89	159,840.15	159,265.92
JPMORGAN CHASE & CO GLOBAL NOTES DTD 02/26/2013 1.125% 02/26/2016	46623EJU4	750,000.00	A	A2	02/21/13	02/26/13	749,092.50	1.17	820.31	749,270.72	749,134.50
APPLE INC GLOBAL NOTES DTD 05/03/2013 0.450% 05/03/2016	037833AH3	270,000.00	AA+	Aa1	04/30/13	05/03/13	269,511.30	0.51	499.50	269,577.84	268,111.08
TOYOTA MOTOR CREDIT CORP DTD 05/17/2013 0.800% 05/17/2016	89236TAL9	250,000.00	AA-	Aa3	05/14/13	05/17/13	249,897.50	0.81	744.44	249,910.09	249,780.75
GENERAL ELEC CAP CORP (FLOATING) DTD 07/12/2013 0.919% 07/12/2016	36962G7A6	450,000.00	AA+	A1	07/09/13	07/12/13	450,000.00	0.93	930.59	450,000.00	451,606.95
WELLS FARGO & COMPANY (FLOATING) DTD 07/29/2013 0.794% 07/20/2016	94974BFM7	475,000.00	A+	A2	07/22/13	07/29/13	475,000.00	0.80	670.32	475,000.00	476,717.60
Security Type Sub-Total		3,405,000.00					3,402,270.40	0.86	6,515.72	3,402,861.10	3,405,421.45
Managed Account Sub-Total		20,355,000.00					20,631,180.94	0.63	51,474.23	20,589,561.12	20,621,323.11
Securities Sub-Total		\$20,355,000.00					\$20,631,180.94	0.63%	\$51,474.23	\$20,589,561.12	\$20,621,323.11
Accrued Interest											\$51,474.23
Total Investments											\$20,672,797.34

Bolded items are forward settling trades.



Managed Account Fair Market Value & Analytics

For the Month Ending **September 30, 2013**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 10/17/2011 0.500% 10/15/2014	912828RL6	1,310,000.00	BARCLAYS		100.38	1,315,014.68	4,451.79	4,815.97	1.04	1.04	0.13
US TREASURY NOTES DTD 02/15/2012 0.250% 02/15/2015	912828SE1	610,000.00	CITIGRP		100.07	610,452.62	3,717.07	1,967.52	1.37	1.37	0.20
US TREASURY NOTES DTD 03/15/2012 0.375% 03/15/2015	912828SK7	120,000.00	CITIGRP		100.24	120,285.96	689.08	482.31	1.45	1.45	0.21
US TREASURY NOTES DTD 03/15/2012 0.375% 03/15/2015	912828SK7	1,435,000.00	CITIGRP		100.24	1,438,419.61	4,708.87	4,113.09	1.45	1.45	0.21
US TREASURY NOTES DTD 11/01/2010 1.250% 10/31/2015	912828PE4	350,000.00	BARCLAYS		101.85	356,480.60	(2,747.92)	140.79	2.05	2.05	0.36
US TREASURY NOTES DTD 11/01/2010 1.250% 10/31/2015	912828PE4	450,000.00	BARCLAYS		101.85	458,332.20	(3,515.45)	(173.75)	2.05	2.05	0.36
US TREASURY NOTES DTD 05/02/2011 2.000% 04/30/2016	912828QF0	695,000.00	CITIGRP		103.87	721,876.95	(7,601.57)	(2,047.63)	2.51	2.51	0.49
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	540,000.00	GOLDMAN		107.34	579,656.52	(6,876.29)	(1,730.15)	2.63	2.63	0.56
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	625,000.00	CITIGRP		107.34	670,898.75	(9,301.45)	(2,633.94)	2.63	2.63	0.56
US TREASURY NOTES DTD 06/30/2009 3.250% 06/30/2016	912828KZ2	810,000.00	HSBC		107.34	869,484.78	(8,099.60)	(793.39)	2.63	2.63	0.56
US TREASURY NOTES DTD 08/01/2011 1.500% 07/31/2016	912828OX1	1,300,000.00	MORGANST		102.53	1,332,905.60	456.38	2,236.22	2.77	2.77	0.60
US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	400,000.00	JPMCHASE		101.06	404,250.00	2,015.62	2,080.68	2.87	2.87	0.63
Security Type Sub-Total		8,645,000.00				8,878,058.27	(22,103.47)	8,457.72	2.07	2.07	0.39
Municipal Bond / Note											
NYC, NY TXBL GO BONDS DTD 10/20/2010 1.720% 10/01/2013	64966H4A5	690,000.00	CITIGRP		100.00	690,000.00	0.00	0.00	0.00	0.00	1.71
REGIONAL TRANS AUTH, IL TXBL REV BONDS DTD 06/26/2012 1.064% 06/01/2014	759911U32	380,000.00	JPMCHASE		100.15	380,558.60	558.60	558.60	0.66	0.66	0.84



Managed Account Fair Market Value & Analytics

For the Month Ending **September 30, 2013**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
Municipal Bond / Note												
UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.528% 05/15/2015		91412GSW6	75,000.00	BARCLAYS		99.83	74,869.50	(130.50)	(130.50)	1.61	1.61	0.64
UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.907% 05/15/2016		91412GSX4	50,000.00	BARCLAYS		99.80	49,899.50	(100.50)	(100.50)	2.58	2.58	0.98
Security Type Sub-Total			1,195,000.00				1,195,327.60	327.60	327.60	0.42	0.42	1.33
Federal Agency Bond / Note												
FHLMC NOTES DTD 08/12/2011 0.500% 09/19/2014		3134G2YJ5	270,000.00	BNP PARI		100.32	270,869.94	1,483.19	1,067.97	0.97	0.97	0.17
FHLMC NOTES DTD 08/12/2011 0.500% 09/19/2014		3134G2YJ5	1,750,000.00	BNP PARI		100.32	1,755,638.50	14,973.00	8,697.66	0.97	0.97	0.17
FREDDIE MAC GLOBAL NOTES DTD 08/05/2011 0.750% 09/22/2014		3134G2WG3	1,100,000.00	BARCLAYS		100.57	1,106,241.40	477.40	4,392.99	0.98	0.98	0.17
FREDDIE MAC GLOBAL NOTES DTD 10/06/2011 0.750% 11/25/2014		3137EACY3	730,000.00	JPMCHASE		100.65	734,747.92	221.92	2,645.21	1.15	1.15	0.18
FREDDIE MAC (CALLABLE) GLOBAL NOTES DTD 04/29/2013 0.320% 04/29/2015		3134G42V9	480,000.00	MORGANST	10/29/13	99.99	479,974.08	(25.92)	(25.92)	1.41	1.57	0.32
FNMA NOTES (CALLABLE) DTD 08/07/2012 0.500% 08/07/2015		3135G0NG4	415,000.00	JPMCHASE	11/07/13	100.02	415,076.36	117.86	102.02	1.47	0.10	0.49
FEDERAL HOME LOAN BANK GLOBAL NOTES DTD 08/09/2013 0.375% 08/28/2015		313383V81	690,000.00	DEUTSCHE		99.99	689,901.33	(71.07)	(72.90)	1.90	1.90	0.38
FHLMC NOTES DTD 09/10/2010 1.750% 09/10/2015		3137EACM9	665,000.00	BNP PARI		102.64	682,536.72	(6,383.33)	5,722.36	1.92	1.92	0.39
FANNIE MAE GLOBAL NOTES DTD 02/15/2013 0.500% 03/30/2016		3135G0VA8	1,010,000.00	CSFB		99.76	1,007,529.54	(2,026.06)	(2,113.07)	2.48	2.48	0.60
Security Type Sub-Total			7,110,000.00				7,142,515.79	8,766.99	20,416.32	1.44	1.37	0.30
Corporate Note												



Managed Account Fair Market Value & Analytics

For the Month Ending **September 30, 2013**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
Corporate Note											
ANHEUSER-BUSCH GLOBAL NOTES DTD 07/16/2012 0.800% 07/15/2015	03523TBM9	350,000.00	GOLDMAN		100.45	351,583.75	502.25	784.12	1.77	1.77	0.55
BANK OF NEW YORK MELLON (CALLABLE) DTD 10/25/2012 0.700% 10/23/2015	06406HCD9	700,000.00	BNP PARI	09/23/15	99.89	699,220.90	1,334.90	758.23	2.04	2.04	0.75
CATERPILLAR FINANCIAL SE NOTES DTD 02/28/2013 0.700% 02/26/2016	14912L5N7	160,000.00	MERRILL		99.54	159,265.92	(535.68)	(574.23)	2.38	2.38	0.89
JPMORGAN CHASE & CO GLOBAL NOTES DTD 02/26/2013 1.125% 02/26/2016	46623EJU4	750,000.00	JPMCHASE		99.88	749,134.50	42.00	(136.22)	2.36	2.36	1.17
APPLE INC GLOBAL NOTES DTD 05/03/2013 0.450% 05/03/2016	037833AH3	270,000.00	GOLDMAN		99.30	268,111.08	(1,400.22)	(1,466.76)	2.98	2.57	0.72
TOYOTA MOTOR CREDIT CORP DTD 05/17/2013 0.800% 05/17/2016	89236TAL9	250,000.00	CITIGRP		99.91	249,780.75	(116.75)	(129.34)	2.59	2.59	0.83
GENERAL ELEC CAP CORP (FLOATING) DTD 07/12/2013 0.919% 07/12/2016	36962G7A6	450,000.00	CITIGRP		100.36	451,606.95	1,606.95	1,606.95	0.25	2.74	0.80
WELLS FARGO & COMPANY (FLOATING) DTD 07/29/2013 0.794% 07/20/2016	94974BFM7	475,000.00	WELLSFAR		100.36	476,717.60	1,717.60	1,717.60	0.25	2.77	0.67
Security Type Sub-Total		3,405,000.00				3,405,421.45	3,151.05	2,560.35	1.73	2.38	0.83
Managed Account Sub-Total		20,355,000.00				20,621,323.11	(9,857.83)	31,761.99	1.70	1.78	0.49
Securities Sub-Total		\$20,355,000.00				\$20,621,323.11	(\$9,857.83)	\$31,761.99	1.70	1.78	0.49%
Accrued Interest						\$51,474.23					
Total Investments						\$20,672,797.34					

Bolded items are forward settling trades.



Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2013**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
BUY										
09/26/13	10/02/13	UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.907% 05/15/2016	91412GSX4	50,000.00	(50,000.00)	0.00	(50,000.00)			
09/26/13	10/02/13	UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.528% 05/15/2015	91412GSW6	75,000.00	(75,000.00)	0.00	(75,000.00)			

Transaction Type Sub-Total **125,000.00** **(125,000.00)** **0.00** **(125,000.00)**

INTEREST										
09/03/13	09/03/13	MONEY MARKET FUND	MONEY0002	0.00	0.00	0.44	0.44			
09/10/13	09/10/13	FHLMC NOTES DTD 09/10/2010 1.750% 09/10/2015	3137EACM9	665,000.00	0.00	5,818.75	5,818.75			
09/15/13	09/15/13	US TREASURY NOTES DTD 03/15/2012 0.375% 03/15/2015	912828SK7	1,435,000.00	0.00	2,690.63	2,690.63			
09/15/13	09/15/13	US TREASURY NOTES DTD 03/15/2012 0.375% 03/15/2015	912828SK7	120,000.00	0.00	225.00	225.00			
09/19/13	09/19/13	FHLMC NOTES DTD 08/12/2011 0.500% 09/19/2014	3134G2YJ5	270,000.00	0.00	675.00	675.00			
09/19/13	09/19/13	FHLMC NOTES DTD 08/12/2011 0.500% 09/19/2014	3134G2YJ5	1,750,000.00	0.00	4,375.00	4,375.00			
09/22/13	09/22/13	FREDDIE MAC GLOBAL NOTES DTD 08/05/2011 0.750% 09/22/2014	3134G2WG3	1,100,000.00	0.00	4,125.00	4,125.00			
09/30/13	09/30/13	FANNIE MAE GLOBAL NOTES DTD 02/15/2013 0.500% 03/30/2016	3135G0VA8	1,010,000.00	0.00	2,525.00	2,525.00			

Transaction Type Sub-Total **6,350,000.00** **0.00** **20,434.82** **20,434.82**

SELL										
09/25/13	10/02/13	US TREASURY NOTES DTD 11/01/2010 1.250% 10/31/2015	912828PE4	125,000.00	127,294.92	658.12	127,953.04	(996.10)	(64.77)	SPEC LOT
09/27/13	09/27/13	US TREASURY NOTES DTD 09/30/2010 1.250% 09/30/2015	912828NZ9	575,000.00	585,601.56	3,534.84	589,136.40	(4,694.34)	622.94	SPEC LOT



Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2013**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
SELL										
09/27/13	09/27/13	US TREASURY NOTES DTD 02/15/2012 0.250% 02/15/2015	912828SE1	300,000.00	300,199.22	87.64	300,286.86	1,804.69	950.14	SPEC LOT
09/27/13	09/27/13	FANNIE MAE GLOBAL NOTES DTD 04/19/2012 0.500% 05/27/2015	3135G0KM4	480,000.00	481,814.40	800.00	482,614.40	3,201.60	2,562.13	SPEC LOT
09/27/13	09/27/13	FREDDIE MAC GLOBAL NOTES DTD 07/11/2012 0.500% 08/28/2015	3134G3ZA1	650,000.00	651,209.00	261.81	651,470.81	416.00	712.82	SPEC LOT
09/27/13	09/27/13	US TREASURY NOTES DTD 05/16/2011 1.000% 05/15/2014	912828QM5	50,000.00	50,292.97	183.42	50,476.39	(212.89)	37.44	SPEC LOT
09/27/13	09/27/13	US TREASURY NOTES DTD 05/16/2011 1.000% 05/15/2014	912828OM5	1,070,000.00	1,076,269.53	3,925.28	1,080,194.81	(7,857.81)	2,056.87	SPEC LOT
Transaction Type Sub-Total				3,250,000.00	3,272,681.60	9,451.11	3,282,132.71	(8,338.85)	6,877.57	
Managed Account Sub-Total					3,147,681.60	29,885.93	3,177,567.53	(8,338.85)	6,877.57	
Total Security Transactions					\$3,147,681.60	\$29,885.93	\$3,177,567.53	(\$8,338.85)	\$6,877.57	

Bolded items are forward settling trades.



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

For the Month Ending

September 30, 2013

CITY OF PALM BAY

Client Management Team

Steven Alexander, CTP, CGFO

Managing Director

300 South Orange Avenue, Suite 1170

Orlando, FL 32801

407-648-2208

alexanders@pfm.com

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Cover/Disclosures

Summary Statement

Individual Accounts

Accounts included in Statement

(see inside cover for list of accounts)

Important Messages

PFM Funds will be closed on 10/14/2013 for Columbus Day.

PFM Funds will be closed on 11/11/2013 for Veterans Day.

CITY OF PALM BAY
MS. YVONNE MCDONALD
120 MALABAR ROAD
PALM BAY, FL 32907

Online Access <http://www.pfmfunds.com>

Customer Service 1-800-338-3383



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

CITY OF PALM BAY

For the Month Ending
September 30, 2013

Accounts included in Statement

508-00	GENERAL FUNDS	508-02	WATER & SEWER FUNDS
508-06	BOND/SINKING FUND	508-10	2006 SALES TAX BONDS
508-12	BCRA LOAN FUNDS	508-14	2009 ASSESSMENT BONDS

Important Disclosures**Important Disclosures**

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management LLC ("PFM") is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

Proxy Voting PFM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFM recognizes that clients may use these reports to facilitate record keeping; therefore the custodian bank statement and the PFM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

Account Control PFM does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg or Telerate. Where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFM believes the prices to be reliable, the values of the securities do not always represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for money market and TERM funds is contained in the appropriate fund information statement.

Amortized Cost The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Tax Reporting Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

Financial Situation In order to better serve you, PFM should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

Portfolio The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed. Shares of some money market and TERM funds are marketed through representatives of PFM's wholly owned subsidiary, PFM Fund Distributors, Inc. PFM Fund Distributors, Inc. is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Regulator Public Disclosure Hotline at 1-888-289-9999 or at the FINRA Regulation Internet website address www.nasd.com. A brochure describing the FINRA Regulation Public Disclosure Program is also available from the FINRA upon request.

Key Terms and Definitions

Dividends on money market funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Average maturity represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

Monthly distribution yield represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

YTM at Cost The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

Managed Account A portfolio of investments managed discretely by PFM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

Unsettled Trade A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFM within 60 days of receipt. If you have other concerns or questions regarding your account you should contact a member of your client management team or PFM Service Operations at the address below.

PFM Asset Management LLC
Attn: Service Operations
One Keystone Plaza, Suite 300
N. Front & Market Sts
Harrisburg, PA 17101

Consolidated Summary Statement

CITY OF PALM BAY

Portfolio Summary			
Portfolio Holdings	Cash Dividends and Income	Closing Market Value	Current Yield
PFM Funds - Prime, Institutional Class	906.31	8,743,760.22	0.08 %
Total	\$906.31	\$8,743,760.22	

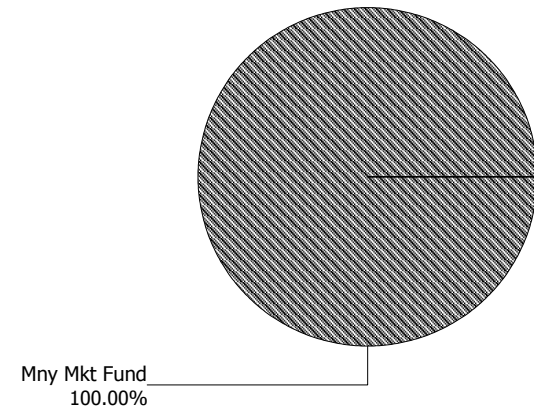
Investment Allocation		
Investment Type	Closing Market Value	Percent
Money Market Fund	8,743,760.22	100.00
Total	\$8,743,760.22	100.00%

Maturity Distribution (Fixed Income Holdings)

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	8,743,760.22	100.00
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	0.00	0.00
181 days to 1 year	0.00	0.00
1 to 2 years	0.00	0.00
2 to 3 years	0.00	0.00
3 to 4 years	0.00	0.00
4 to 5 years	0.00	0.00
Over 5 years	0.00	0.00
Total	\$8,743,760.22	100.00%

Weighted Average Days to Maturity 1

Sector Allocation



Consolidated Summary Statement
CITY OF PALM BAY

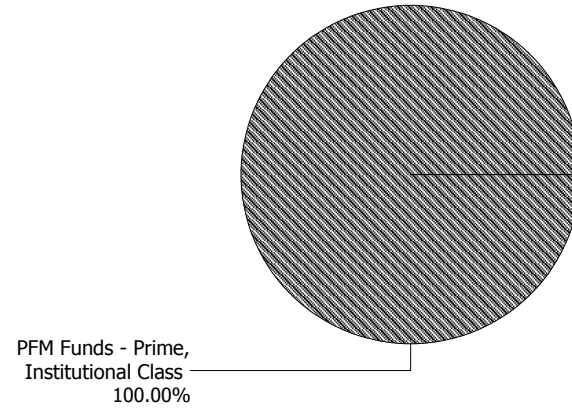
Account Number	Account Name	Opening Market Value	Purchases / Deposits	Redemptions / Sales/ Maturities	Unsettled Trades	Change in Value	Closing Market Value	Cash Dividends and Income
508-00	GENERAL FUNDS	7,122,555.91	404.31	(4,813,679.68)	0.00	0.00	2,309,280.54	404.31
508-02	WATER & SEWER FUNDS	2,477,579.97	168.12	(1,000,000.00)	0.00	0.00	1,477,748.09	168.12
508-06	BOND/SINKING FUND	3,925,239.01	313,964.25	0.00	0.00	0.00	4,239,203.26	284.57
508-10	2006 SALES TAX BONDS	200,113.32	13.75	0.00	0.00	0.00	200,127.07	13.75
508-12	BCRA LOAN FUNDS	35,932.57	2.47	0.00	0.00	0.00	35,935.04	2.47
508-14	2009 ASSESSMENT BONDS	481,433.13	33.09	0.00	0.00	0.00	481,466.22	33.09
Total		\$14,242,853.91	\$314,585.99	(\$5,813,679.68)	\$0.00	\$0.00	\$8,743,760.22	\$906.31

Account Statement - Transaction Summary

 For the Month Ending **September 30, 2013**
CITY OF PALM BAY - GENERAL FUNDS - 508-00

PFM Funds - Prime, Institutional Class	
Opening Market Value	7,122,555.91
Purchases	404.31
Redemptions	(4,813,679.68)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$2,309,280.54
Cash Dividends and Income	404.31

Asset Summary	September 30, 2013	August 31, 2013
PFM Funds - Prime, Institutional Class	2,309,280.54	7,122,555.91
Total	\$2,309,280.54	\$7,122,555.91

Asset Allocation


Account Statement

For the Month Ending **September 30, 2013**

CITY OF PALM BAY - GENERAL FUNDS - 508-00

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
PFM Funds - Prime, Institutional Class					
Opening Balance					7,122,555.91
09/10/13	09/10/13	Transfer to 508-06	1.00	(313,679.68)	6,808,876.23
09/19/13	09/19/13	Redemption - Wire Redemption	1.00	(2,500,000.00)	4,308,876.23
09/30/13	09/30/13	Redemption - Wire Redemption	1.00	(2,000,000.00)	2,308,876.23
09/30/13	10/01/13	Accrual Income Div Reinvestment - Distributions	1.00	404.31	2,309,280.54
Closing Balance					2,309,280.54

	Month of September	Fiscal YTD January-September		
Opening Balance	7,122,555.91	9,878,575.00	Closing Balance	2,309,280.54
Purchases	404.31	502,999.21	Average Monthly Balance	5,836,326.94
Redemptions (Excl. Checks)	(4,813,679.68)	(8,072,293.67)	Monthly Distribution Yield	0.08%
Check Disbursements	0.00	0.00		
Closing Balance	2,309,280.54	2,309,280.54		
Cash Dividends and Income	404.31	7,747.64		

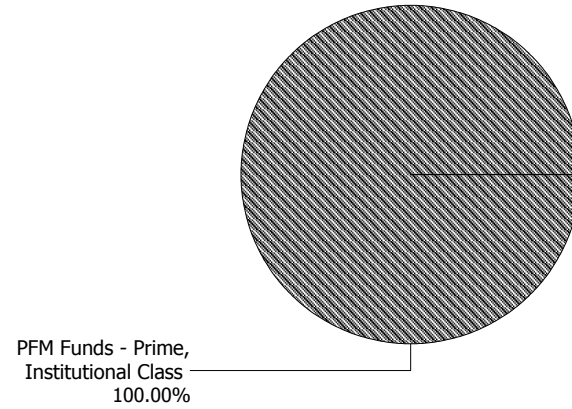
Account Statement - Transaction Summary

 For the Month Ending **September 30, 2013**
CITY OF PALM BAY - WATER & SEWER FUNDS - 508-02

PFM Funds - Prime, Institutional Class	
Opening Market Value	2,477,579.97
Purchases	168.12
Redemptions	(1,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$1,477,748.09
Cash Dividends and Income	168.12

Asset Summary		
	September 30, 2013	August 31, 2013
PFM Funds - Prime, Institutional Class	1,477,748.09	2,477,579.97
Total	\$1,477,748.09	\$2,477,579.97

Asset Allocation	
PFM Funds - Prime, Institutional Class	100.00%



Account Statement

For the Month Ending **September 30, 2013**

CITY OF PALM BAY - WATER & SEWER FUNDS - 508-02

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
PFM Funds - Prime, Institutional Class					
Opening Balance					2,477,579.97
09/30/13	09/30/13	Redemption - Wire Redemption	1.00	(1,000,000.00)	1,477,579.97
09/30/13	10/01/13	Accrual Income Div Reinvestment - Distributions	1.00	168.12	1,477,748.09
Closing Balance					1,477,748.09

	Month of September	Fiscal YTD January-September	
Opening Balance	2,477,579.97	3,574,712.18	Closing Balance 1,477,748.09
Purchases	168.12	3,035.91	Average Monthly Balance 2,444,252.24
Redemptions (Excl. Checks)	(1,000,000.00)	(2,100,000.00)	Monthly Distribution Yield 0.08%
Check Disbursements	0.00	0.00	
Closing Balance	1,477,748.09	1,477,748.09	
Cash Dividends and Income	168.12	3,035.91	

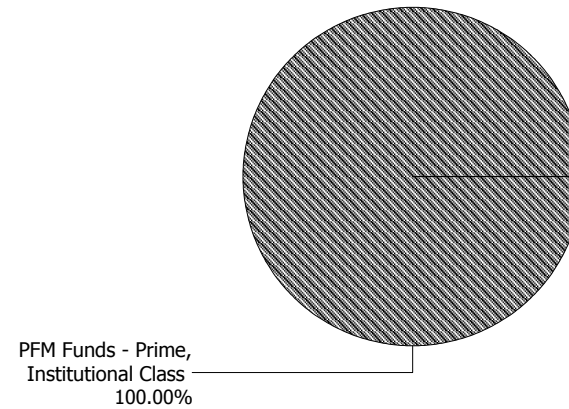
Account Statement - Transaction Summary

 For the Month Ending **September 30, 2013**
CITY OF PALM BAY - BOND/SINKING FUND - 508-06
PFM Funds - Prime, Institutional Class

Opening Market Value	3,925,239.01
Purchases	313,964.25
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$4,239,203.26
Cash Dividends and Income	284.57

Asset Summary

	September 30, 2013	August 31, 2013
PFM Funds - Prime, Institutional Class	4,239,203.26	3,925,239.01
Total	\$4,239,203.26	\$3,925,239.01

Asset Allocation


Account Statement

 For the Month Ending **September 30, 2013**
CITY OF PALM BAY - BOND/SINKING FUND - 508-06

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
PFM Funds - Prime, Institutional Class					
Opening Balance					3,925,239.01
09/10/13	09/10/13	Transfer from 508-00	1.00	313,679.68	4,238,918.69
09/30/13	10/01/13	Accrual Income Div Reinvestment - Distributions	1.00	284.57	4,239,203.26
Closing Balance					4,239,203.26

	Month of September	Fiscal YTD January-September	
Opening Balance	3,925,239.01	2,686,325.60	Closing Balance 4,239,203.26
Purchases	313,964.25	2,825,183.31	Average Monthly Balance 4,144,824.27
Redemptions (Excl. Checks)	0.00	(1,272,305.65)	Monthly Distribution Yield 0.08%
Check Disbursements	0.00	0.00	
Closing Balance	4,239,203.26	4,239,203.26	
Cash Dividends and Income	284.57	2,889.64	

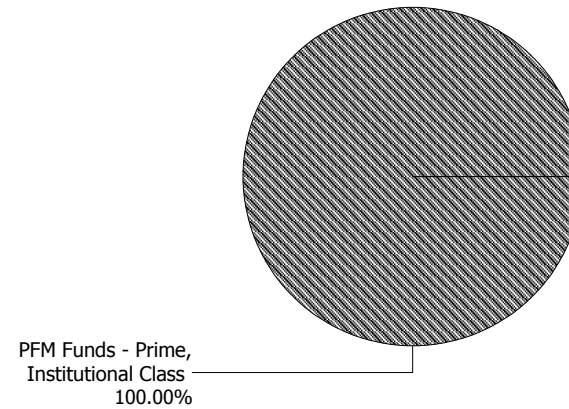
Account Statement - Transaction Summary

 For the Month Ending **September 30, 2013**
CITY OF PALM BAY - 2006 SALES TAX BONDS - 508-10
PFM Funds - Prime, Institutional Class

Opening Market Value	200,113.32
Purchases	13.75
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$200,127.07
Cash Dividends and Income	13.75

Asset Summary

	September 30, 2013	August 31, 2013
PFM Funds - Prime, Institutional Class	200,127.07	200,113.32
Total	\$200,127.07	\$200,113.32

Asset Allocation


Account Statement

 For the Month Ending **September 30, 2013**
CITY OF PALM BAY - 2006 SALES TAX BONDS - 508-10

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
PFM Funds - Prime, Institutional Class					
Opening Balance					200,113.32
09/30/13	10/01/13	Accrual Income Div Reinvestment - Distributions	1.00	13.75	200,127.07
Closing Balance					200,127.07

	Month of September	Fiscal YTD January-September
Opening Balance	200,113.32	943,857.18
Purchases	13.75	609.33
Redemptions (Excl. Checks)	0.00	(744,339.44)
Check Disbursements	0.00	0.00
Closing Balance	200,127.07	200,127.07
Cash Dividends and Income	13.75	609.33

Closing Balance	200,127.07
Average Monthly Balance	200,113.78
Monthly Distribution Yield	0.08%

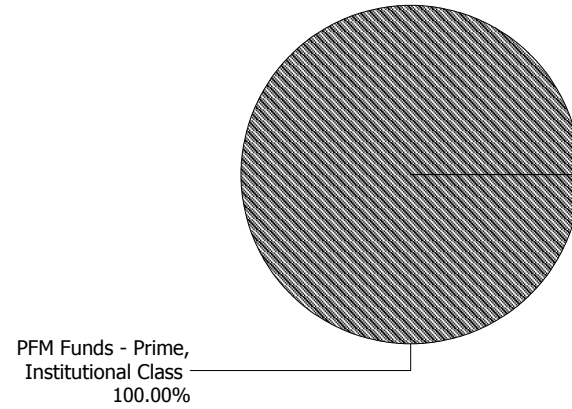
Account Statement - Transaction Summary

 For the Month Ending **September 30, 2013**
CITY OF PALM BAY - BCRA LOAN FUNDS - 508-12

PFM Funds - Prime, Institutional Class	
Opening Market Value	35,932.57
Purchases	2.47
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$35,935.04
Cash Dividends and Income	2.47

Asset Summary		
	September 30, 2013	August 31, 2013
PFM Funds - Prime, Institutional Class	35,935.04	35,932.57
Total	\$35,935.04	\$35,932.57

Asset Allocation	
PFM Funds - Prime, Institutional Class	100.00%



Account Statement

 For the Month Ending **September 30, 2013**
CITY OF PALM BAY - BCRA LOAN FUNDS - 508-12

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
PFM Funds - Prime, Institutional Class					
Opening Balance					35,932.57
09/30/13	10/01/13	Accrual Income Div Reinvestment - Distributions	1.00	2.47	35,935.04
Closing Balance					35,935.04

	Month of September	Fiscal YTD January-September
Opening Balance	35,932.57	235,787.39
Purchases	2.47	147.65
Redemptions (Excl. Checks)	0.00	(200,000.00)
Check Disbursements	0.00	0.00
Closing Balance	35,935.04	35,935.04
Cash Dividends and Income	2.47	147.65

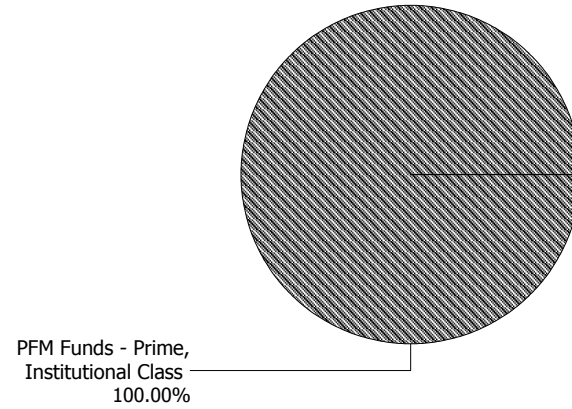
Closing Balance	35,935.04
Average Monthly Balance	35,932.65
Monthly Distribution Yield	0.08%

Account Statement - Transaction Summary

 For the Month Ending **September 30, 2013**
CITY OF PALM BAY - 2009 ASSESSMENT BONDS - 508-14

PFM Funds - Prime, Institutional Class	
Opening Market Value	481,433.13
Purchases	33.09
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$481,466.22
Cash Dividends and Income	33.09

Asset Summary	September 30, 2013	August 31, 2013
PFM Funds - Prime, Institutional Class	481,466.22	481,433.13
Total	\$481,466.22	\$481,433.13

Asset Allocation


Account Statement

 For the Month Ending **September 30, 2013**
CITY OF PALM BAY - 2009 ASSESSMENT BONDS - 508-14

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
PFM Funds - Prime, Institutional Class					
Opening Balance					481,433.13
09/30/13	10/01/13	Accrual Income Div Reinvestment - Distributions	1.00	33.09	481,466.22
Closing Balance					481,466.22

	Month of September	Fiscal YTD January-September
Opening Balance	481,433.13	185,031.52
Purchases	33.09	296,434.70
Redemptions (Excl. Checks)	0.00	0.00
Check Disbursements	0.00	0.00
Closing Balance	481,466.22	481,466.22
Cash Dividends and Income	33.09	262.20

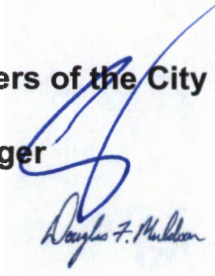
Closing Balance	481,466.22
Average Monthly Balance	481,434.23
Monthly Distribution Yield	0.08%

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: Doug Muldoon, Police Chief 

DATE: December 19, 2013

RE: LETF 14-03

In accordance with Florida law, funding in the amount of \$27,400 is being requested from the Law Enforcement Trust Fund.

- 1) \$4,400 is requested to fund the annual neighborhood policing programs for the fifth year. This allocation is part of the required 15% contribution toward crime prevention and will fund supplies and equipment for events such as Posters for Pizza, the Gobbler Run, Bicycle Safety Day, etc.
- 2) \$3,000 is requested to support the Police Explorer program to assist in the purchase of new uniforms for 20 Explorers and to replace some very outdated equipment, including flashlights, handcuffs and 2-way radios. This will also be part of the required 15% contribution toward crime prevention.
- 3) \$20,000 is requested to fund the legal services account needed to support the forfeiture program. In Fiscal Year 2013, approximately \$27,330 was spent.

FISCAL IMPACT:

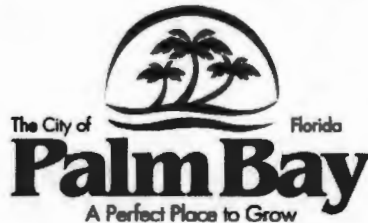
There is a fund balance of \$95,948 as of December 3, 2013. This includes the expense for the Fiscal Year 2014 School Resource Officer (SRO) budget (\$198,467) and the estimated revenue from the School Board (\$93,000) for the SRO program.

RECOMMENDATION:

Motion to approve expenditure of LETF as described herein.

LMN/tjl

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

REQUESTING DEPT: Elia Twigg, P.E., Public Works Director
Dan Roberts, P.E., Utilities Director

DATE: December 19, 2013

RE: Solid Waste Program Strategies

Dan
Roberts

Digitally signed by Dan Roberts
DN: cn=Dan Roberts, ou=City of
Palm Bay, email=dan.roberts@cityofpalmbay.com
Date: 2013.12.19 10:05:07 -0500

During the September 25, 2013 Special Council Meeting, Resolution No. 2013-38 was passed to establish the solid waste management fees and rates. The CART Recovery Fee was removed from the fee schedule and Council directed staff to conduct further analysis regarding deposits for additional CARTs. Public Works and Utilities staff had a series of meetings to discuss program options that would collectively support the goals of the solid waste program, which includes improving both payment collections and CART recovery.

Attached are a presentation and detailed memo regarding the strategic recommendations to improve the customer experience and the financial stability of the program. In summary, the recommendations are:

- Implement progressive service reactivation fee for delinquent accounts;
- Implement double deposit for delinquent quarterly accounts; and,
- Eliminate expedited CART recovery fee.

FISCAL IMPACT:

The goal of the progressive service reactivation fees and the double deposit is to discourage delinquent customers. There is no planned additional revenue. *Customers who remain current on their accounts are not impacted by the proposed fees.*

Removal of the expedited delivery fee yields a very minor fiscal impact. The expedited delivery fee has yielded \$30 in three years and no revenue is budgeted in FY 14.

RECOMMENDATION:

Motion to direct staff to prepare the revised Fee Resolution based on the staff recommendations.

AM/tjl

Attachments: 1) Solid Waste Program Strategies Presentation
2) Memo Regarding Solid Waste Program Strategies



INTEROFFICE MEMORANDUM

TO: Sue Hann, P.E., City Manager

FROM: Elia Twigg, P.E., Public Works Director

CC: Amanda Millirons, MPA, Assistant Public Works Director
Barney Weiss, Public Works Division Manager
Dan Roberts, P.E., Utilities Director
Suzanne Sherman, Business Operations Division Manager

DATE: December 12, 2013

RE: Solid Waste Program Strategies

During the September 25, 2013 Special Council Meeting, Resolution No. 2013-38 was passed to establish the solid waste management fees and rates. The CART Recovery Fee was removed from the fee schedule and Council directed staff to conduct further analysis regarding deposits for additional CARTs. Public Works and Utilities staff had a series of meetings to discuss program options that would collectively support the goals of the solid waste program, which includes improving both payment collections and CART recovery.

Additional Deposit

The team reviewed the current deposit policy in place and noted that:

- The current deposit policy allows the customer an opportunity to request a credit screening as defined in the fee schedule. Owners and tenants may be eligible to waive or reduce their deposit amount based on screen results.
- Customers who have paid their bills promptly for 12 consecutive payments have their deposit returned.
- Customers that held existing Waste Management accounts when the City began billing in October 2010 were not billed deposits for solid waste services.

Staff discussed requiring an additional deposit for each additional CART request. The customer would pay the deposit in addition to the initial deposit (if applicable) and the \$0.50 additional CART monthly rental fee. The additional deposit would not be returned if the CART was not returned to the City when the account was closed.

Currently, the City’s accounting system (H.T.E) is programmed to credit back deposits automatically when the account is closed. The vendor indicated it would cost approximately \$2,400 to make the programming changes required to stop the automatic deposit release which would give staff the opportunity to confirm if the CARTs were received. However, deposit monies would not be available to the department to fund program needs, such as CART inventory until after the account is closed.

In lieu of implementing a deposit for additional CART requests, staff recommends modifying the current Service Reactivation Fee and establishing a double deposit for delinquent quarterly customers. Both of these changes are consistent with what the Utilities Department is currently doing for reconnecting utility service.

Progressive Service Reactivation Fee

The current fee schedule includes a Service Reactivation Fee of \$25 for accounts that have become delinquent and the city has recovered their CARTs. Quarterly customers have approximately 120 days to remit payment before becoming delinquent. Generally, there are between 1,700 to 2,000 delinquent quarterly accounts at any given time. See Table 1 below for an example of the billing schedule for quarterly customers.

Table 1: Sample Quarterly Billing Schedule

Bill Date	7/17/13
Service Through	7/1/13 – 9/30/13
Due Date	8/9/13
Penalty Date	9/9/13
Delinquent/ Inactivation <i>Due date of next quarterly bill</i>	11/8/13

Staff recommends that the current Service Reactivation Fee be modified to a progressive fee schedule based on frequency of account delinquency. Although the average cost to perform the CART recovery task is approximately \$87.00 (includes administrative functions, and labor and equipment to recover and sanitize CARTs), staff believed the fees should be similar to the Utilities Department fees for reactivating their water/sewer accounts. See Table 2 below for the proposed progressive Service Reactivation Fee Schedule.

Table 2: Service Reactivation Fee Schedule

Service Reactivation	Cost
Current Fee	\$25
Proposed 1 st Occurrence	\$35
Proposed 2 nd Occurrence	\$50
Proposed 3 rd Occurrence & Beyond	\$75

(Note: After 12 consecutive payments, customer is eligible for “First Occurrence” rate if future reactivation is required.)

Double Deposit

Staff recommends that a double deposit be applied to delinquent quarterly accounts. The additional deposit for services would be \$70; which is based on the amount billed for two quarterly payments (\$35.38 x 2=\$70.76).

A higher deposit is already policy for monthly utilities customers (including solid waste services); therefore, this would be imposed only on delinquent, quarterly solid waste customers. Deposit monies collected would reduce the liability to the City who pays Waste Management monthly for the total number of active accounts. Accounts are inactivated when the account becomes delinquent. In the case of quarterly customers, this may be up to four months of service that is not paid by the customer.

Expedited Delivery

During the fee analysis process, staff recommended that the Expedited Delivery Fee be removed from the fee schedule. The delivery schedule has been modified since the fee was established in 2010; allowing for customers to receive their CARTs in a timely manner. The fee has only been applied twice (totaling \$30 in FY 12) since implementation.

Solid Waste Program Strategies



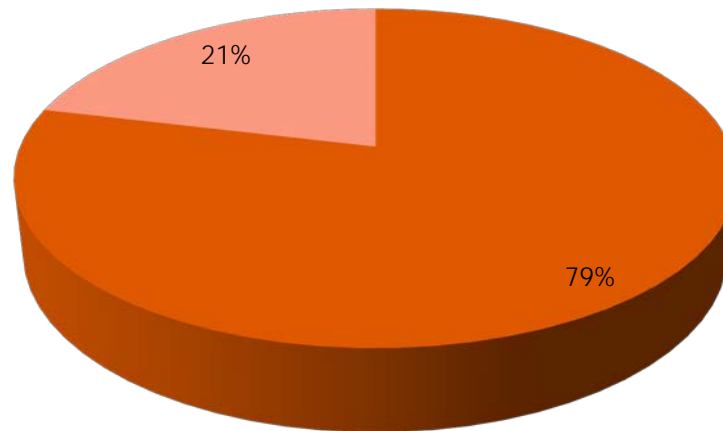
Presentation & Discussion
December 19, 2013

- Solid Waste Program Strategies focus on continuous improvements to the Solid Waste Program:
 - Strategy 1: Positive Customer Service Experience
 - Strategy 2: Financial Stability
- This is a collaborative effort between Public Works & Utilities
 - Solid Waste Program Operations managed by Public Works
 - As of October 2013, all Customer Service Billing provided by Utilities

- Consistent Delinquency Trend
 - Focused on quarterly accounts – with no water/sewer services
 - Total number of accounts billed quarterly: 8,121
 - Current delinquency rate: 21%; 1,725

Quarterly Accounts

■ Current Accounts ■ Delinquent Accounts



Strategies



Strategy 1: Customer Experience

- Providing quality customer service by implementing consistent payment/penalty methodologies for water, sewer, and solid waste services



Strategy 2: Financial Stability

- Improving financial stability by modifying fee schedule
- In turn, this proposal improves payment collection & CART recovery



- Focus on delinquent accounts
- Progressive service reactivation fee
- Double deposit on delinquent quarterly accounts
- Eliminate expedited service fee

Recommendation



Progressive Service Reactivation Fee

- Applied to delinquent accounts after CART recovery

1st Occurrence: \$35

2nd Occurrence: \$50

3rd + Occurrence : \$75

Note: Current fee is \$25



Progressive Service Reactivation Fee

- Reactivation fees & payment policies align with current Utilities policies

- After 12 consecutive payments, customer is eligible for “1st Occurrence” rate if future reactivation is required



Double Deposit

- Applied to delinquent quarterly accounts

- Deposit of \$70; based on amount billed for two quarterly payments ($\$35.38 \times 2 = \70.76)



Fiscal Impact

- No fiscal impact

- Transfers the cost to the delinquent customers

- Does not affect customers in good standing

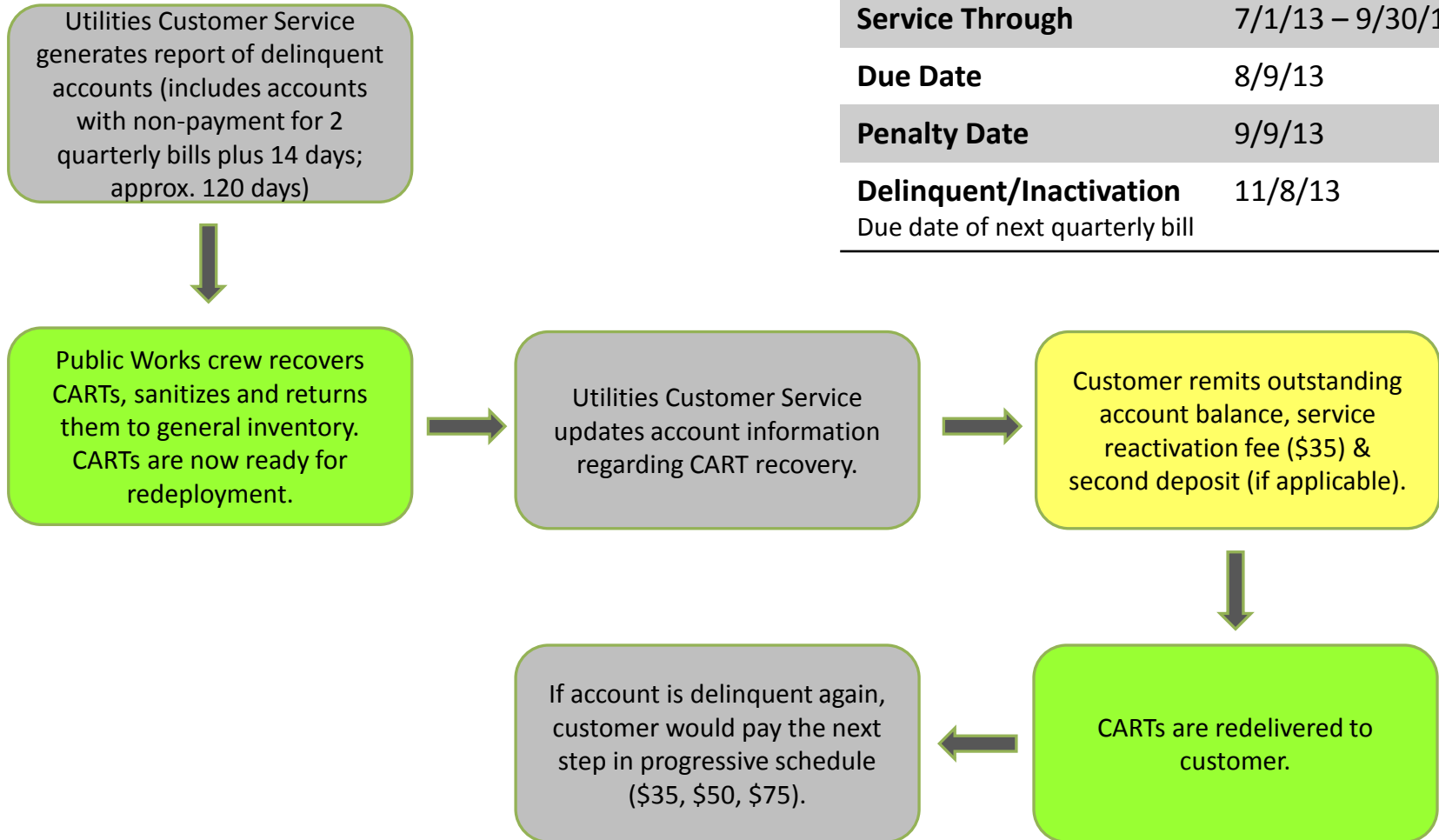
Expedited Delivery Fee: Staff also recommends removal of the Expedited Delivery Fee (\$15). In three years, the fee has only been applied twice (totaling \$30 in FY 12). The fiscal impact is minor and no revenue is budgeted in FY 14.

Example

Progressive Reactivation Fee

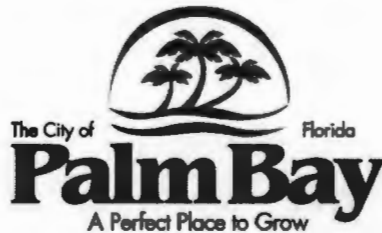
Sample Quarterly Billing Schedule

Bill Date	7/17/13
Service Through	7/1/13 – 9/30/13
Due Date	8/9/13
Penalty Date	9/9/13
Delinquent/Inactivation	11/8/13
Due date of next quarterly bill	



- Implementation Plan
 - Pending Council feedback
 - Staff to provide public outreach regarding changes
- Questions & Answers

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

DATE: December 19, 2013

RE: Training/Travel Authorization

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

1. Telephone Network Administrator to attend Avaya Aura Contact Center Training through Global Knowledge in Dallas, Texas, from January 27 – 31, 2014. Estimated cost is \$4,027.85.
2. Database Administrator and Network Administrator to attend the Laserfiche Institute Conference, Empower 2014, in Anaheim, California, from January 14 – 17, 2014. Estimated cost is \$990.
3. Logistics Division Manager to attend the Institute of Police Technology and Management's Property and Evidence Room Management class in Jacksonville, Florida, from February 16 – 18, 2014. Estimated cost is \$726.
4. Police Detective to attend the University of Phoenix's class on Criminal Elements of the Sovereign Citizen Movement in Temple Terrace, Florida, from January 15 – 16, 2014. Estimated cost is \$50.
5. Deputy Police Chief to attend the 2014 Florida Police Chiefs Association's Mid-Winter Conference in Orlando, Florida, from January 12 – 14, 2014. Estimated cost is \$466.
6. Mayor, Deputy City Manager and Police Chief to travel to Washington, DC, for a day of Congressional and U.S. Agency staff visits (coordinated with The Ferguson Group) from January 27 – 28, 2014. Estimated cost is \$1,200.

/tjl

Attachments: 1) Memorandum from C&IT Director Dated December 12, 2013
2) Memorandum from C&IT Director Dated December 12, 2013
3) Memorandum from Police Chief Dated December 5, 2013
4) Memorandum from City Manager Dated December 19, 2013

INTEROFFICE MEMORANDUM



To: Sue Hann, City Manager
Chad Shoultz, Deputy City Manager

From: Lisa Morrell, Director of Information Technology

Date: 12/12/2013

Re: Training & Travel Request for Telephone Network Administrator

I am requesting authorization for Jacob Fletcher, Communications & Information Telephone Network Administrator, to attend Avaya Aura Contact Center Training through Global Knowledge. The 5 day training course will be held in Dallas, Texas from January 27, 2014 through January 31, 2014.

The course will offer five full days of technical training, comprehensive classes, and networking opportunities. Mr. Fletcher currently supports the City's telephone system to include servers, applications and user hardware. This training course will also provide an abundance of networking opportunities, allowing staff to brainstorm with peers from around the world and pick up best-practice ideas to use here at The City of Palm Bay.

The total costs of the training course and travel expenditures are estimated not to exceed \$4027.85, depending on airfare costs at time of booking.

Costs to Attend :

Training Course Registration: \$2826.25
Accommodations for 6 night stay: \$582.00
Round Trip Airfare from Melbourne, FL Airport to Dallas, TX Airport: \$255.60
Baggage Fee: \$0.00
Roundtrip Shuttle for Orange County Airport to Conference Center/Hotel: \$34.00
Per Diem: \$330.00
Parking: \$0.00 for POV parking at Melbourne Airport.

Total Cost: \$4027.85

Funding is available in the training and travel budget of the Communications & Information Technology Department.

Attachments: 20131206 Fletcher Global Knowledge Avaya Training Jan 2014 Travel Request



Global Knowledge®

Avaya Aura® Contact Center - Orchestration Designer Scripting (3610)

Master scripting commands and blocks to create scripts and flows for contact routing.

In this course, you learn how to plan for, create, manage, and administer applications (scripts and flows) using the basic script commands and elements in the Orchestration Designer tool, available with Avaya Aura Contact Center - Manager. You will learn to combine commands, intrinsics, and expressions to design and develop Contact Center - Manager applications (scripts and flows), and you will learn scripting through live SIP- and AML-based systems connected to CS 1000 and Aura ME platforms.

What You'll Learn

- Write, validate, and edit applications using the flow and script editors
- Perform basic application administration tasks within the Orchestration Designer tool
- Use Call Treatments to provide treatments to callers
- Intrinsics and their use within applications
- Differences between Global and Call variables
- Create, edit, and delete variables
- Use Global variables appropriately in application design
- Design applications to incorporate the use of the Event Handler to trap unforeseen or failed events and provide an appropriate treatment
- Design applications to monitor for emergency situations and provide the appropriate treatment to callers during an emergency
- Design applications to integrate into a Host Data Exchange environment, including using the Provider.exe tool

Who Needs to Attend

Personnel responsible for administering and maintaining Avaya Aura® Contact Center - Manager applications (scripts and flows) using Orchestration Designer, formerly known as Service Creation Environment (SCE).

Prerequisites

- Ability to:
 - Communicate about basic telecommunications
 - Use technical publications
 - Identify and use correct telephone features according to customer specifications
 - Use Windows 98/XP/2000/2003/2008
 - Recognize client/server architecture and networking
- [Avaya Aura® Contact Center Administration \(3609\)](#)

Follow-On Courses

- [Avaya Aura® Contact Center - Installation and Commissioning \(3608\)](#)

Certification Programs and Certificate Tracks

This course is part of the following programs or tracks:

- [Avaya Certified Support Specialist \(ACSS\) - Avaya Aura® Contact Center](#)

Course Outline

1. Overview
2. Application Variables

3. Intrinsic and Expressions
 4. Creating Applications using Scripting Commands and Blocks
 5. Handling Unscheduled Closures and Failed Conditions
 6. Host Data Exchange
 7. Final Project
 8. Troubleshooting and Interpretation
 9. Flow Charts and Handouts
- Appendix: Voice Processing Variables and Commands in AML Environment



Classroom

Course Code: 0358

\$3495 USD

5 Day Course
GSA Eligible
Avaya Course Code: 3610

The City of Palm Bay
received GSA pricing for
the course \$2826.25.

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

Other Delivery Methods

On-Site

INTEROFFICE MEMORANDUM



To: Sue Hann, City Manager
Chad Shoultz, Deputy City Manager

From: Lisa Morrell, Director of Information Technology

Date: 12/12/2013

Re: Training & Travel Request for Database Administrator and Network Administrator

I am requesting authorization for Paul Kachmaryk, Communications & Information Technology Database Administrator, and Sean Harris, Communications & Information Technology Network Administrator, to attend the Laserfiche Institute Conference, Empower 2013. The 3 day conference will be held in Anaheim, California from January 14, 2014 through January 17, 2014.

The conference will offer four full days of technical training, comprehensive classes, and networking opportunities. Mr. Kachmaryk and Mr. Harris currently support the City's Laserfiche server, application and database environment. Empower 2014 will also provide an abundance of networking opportunities, allowing staff to brainstorm with peers from around the world and pick up best-practice ideas to use here at The City of Palm Bay. Laserfiche is offering co-op/scholarship funding to reimburse the City for hotel expenses, \$139.00 per night, at the conference hotel including travel days on Monday the 13th and Saturday the 18th. There is a maximum reimbursement of \$500.00 for round trip airfare from the east coast. During the conference, January 15th – 17th, breakfast and lunch are provided; greatly reducing per diem costs for the City. The conference attendance fees, \$995.00, are waived.

The total costs of the conference travel expenditures are estimated not to exceed \$3380.00, 1690.00 each. After reimbursements, the total cost to the City for this conference and education seminar should not exceed \$990.00 depending on airfare costs at time of booking.

Costs to Attend (2 attendees):

Conference Registration: \$1990.00 (waived)
Accommodations for 5 night stay: \$1390.00 (Reimbursed at 100%)
Round Trip Airfare from Orlando, FL Airport to Orange County, CA Airport: \$1150.00 (Reimbursed at \$1000.00)
Baggage Fee: \$100.00
Roundtrip Shuttle for Orange County Airport to Conference Center/Hotel: \$40.00
Per Diem: \$600.00

Parking: \$100.00 for POV parking at Melbourne Airport.

Total Cost: \$3380.00

Less Reimbursed Expenses (\$2390.00): \$990.00

Funding is available in the training and travel budget of the Communications & Information Technology Department.

Attachments: 20131206 P Kachmaryk Laserfiche Empower 2014 Travel Forms
20131206 S Harris Laserfiche Empower 2014 Travel Forms
Laserfiche Empower Conference 2014 Palm Bay Travel Purchase Authorization Form



PALM BAY POLICE DEPARTMENT
Building Partnerships for a Safer Community

Interoffice Memorandum

TO: Sue Hann, City Manager

FROM: Doug Muldoon, Chief of Police

A handwritten signature in black ink that reads "Douglas F. Muldoon".

DATE: December 5, 2013

RE: Travel – Police Department

I am requesting permission for the following employees to travel for business purposes:

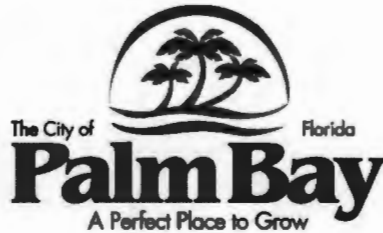
Michael Bass, Logistics Division Manager, to the Institute of Police Technology and Management in Jacksonville, Florida from February 16 – 18, 2014. As a newly-hired manager, Mr. Bass needs to attend this class on Property and Evidence Room Management which will also aid in his transition to Florida law. Registration for the class is \$495, 2 nights lodging at \$130, and per diem of \$101 total \$726 for this travel. This class will be funded out of the Support Services training budget, 001-5011-521-4001.

Detective Ernie Diebel to the University of Phoenix in Temple Terrace, Florida to attend a class on Criminal Elements of the Sovereign Citizen Movement being presented by the State and Local Anti-Terrorism Training (SLATT) organization on January 16, 2014. Over the last 10-12 months, there has been an increase in Sovereign Citizens confronting law enforcement officers in Florida during investigations and traffic stops. Detective Diebel will attend this awareness training and come back and provide in-house training for all sworn personnel. Detective Diebel will travel over on the evening of January 15, and stay with relatives, since registration begins at 7:30am the next day. There is no fee for registration so the only cost will be \$50.00 to stay with family for one night in lieu of paying lodging and per diem. This class will be funded out of the Investigations training budget, 001-5013-521-4001.

Deputy Chief Mark Renkens to the 2014 Florida Police Chiefs Association (FPCA) mid-winter conference being held January 12-14, 2014 in Orlando, Florida. The travel costs include a registration fee of \$175, per diem at \$41, and lodging for 2 nights at \$250 for a total of \$466. This conference will be funded out of the Uniform Services training budget, 001-5012-521-4001.

Thank you and should you have any questions, please contact me.

LEGISLATIVE MEMORANDUM



TO: Honorable Mayor and Members of the City Council

FROM: Susan Hann, P.E., City Manager

DATE: December 19, 2013

RE: Travel Authorization – Washington, D.C. January 2014

The Mayor has been authorized by Council to travel to Washington D.C. for the US Conference of Mayors in late January. In order to take advantage of the Mayor's presence in DC, staff has coordinated with the Ferguson Group a day of Congressional and US Agency staff visits the afternoon of Monday, January 27 and the morning of Tuesday, January 28.

I am requesting authorization for Deputy City Manager Chad Shoultz and Police Chief Doug Muldoon to travel to Washington DC to participate in the Congressional and US Agency staff visits. Staff will be focusing on the range development project and other police programs (US Department of Justice) as well as continuing support for the South Parkway Interchange and the Parkway NW to US 192.

The travel authorization request includes an additional hotel night and per diem for Mayor Capote.

The estimated cost is approximately \$800 each for Chief Muldoon and Chad Shoultz and an additional \$400 for Mayor Capote. Travel is budgeted in each department.

Should other Council members desire to participate in this trip, please let me or Alice Passmore know and we can include your travel in the authorization request.

cc: Alice Passmore, City Clerk
Chad Shoultz, Deputy City Manager
Doug Muldoon, Police Chief