

City of Melbourne



City Hall • 900 E. Strawbridge Avenue, Melbourne, FL 32901
(321) 608-7200 • Fax (321) 608-7219

CITY COUNCIL AGENDA

January 24, 2017 • 6:30 P.M.

This meeting shall adjourn by 11:00 p.m. Extension of the meeting beyond 11:00 p.m. shall only be authorized by a majority vote of City Council.

In accordance with Council policy, the roll call vote rotates each meeting. During this meeting, the vote will be Districts One through Six except that the Mayor will vote last as provided by City Code and the Vice Mayor will vote second to last.

1. **Invocation** – Rev. Mark Moreno, Hope Lutheran Church
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
- 4.1 **Presentation of Employee Service Awards**
5. **Approval of Minutes** – January 10, 2017 – Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

UNFINISHED BUSINESS

8. **ORDINANCE NO. 2017-02 (CU-2016-23) RAIN-BO ISLAND:** (Second Reading/Public Hearing) An ordinance granting a conditional use to allow a restaurant use on a property zoned C-1A (Professional, Offices and Services District), located on the east side of Airport Boulevard, north of West New Haven Avenue (US 192) (more specifically known as 1905 Airport Boulevard, Unit 103). (Owner – Alsar, Inc.) (Applicant/Representative – Guo Liang Peng and Chang Lin) (First Reading – 1/10/17)

NEW BUSINESS

9. **COUNCIL ACTION RE:** St. Johns Heritage Parkway/Ellis Road Utility Improvements Project, Project No. 34617
 - a. Creation of St. Johns Heritage Parkway/Ellis Road Utility Improvements project and transfer of funds from Water & Sewer Miscellaneous Improvements, Project. No. 30099
 - b. **Resolution No. 3621:** A resolution authorizing the City Manager to execute a Utility Design Consultant Agreement between the Florida Department of Transportation and the City of Melbourne to establish the agreement amount by \$84,605.
10. **CONSENT AGENDA:**
 - a. Task Order No. REI 034 to the Continuing Contract for Engineering Services for the Lift Station No. 38 Force Main Replacement, Project No. 32113, Reiss Engineering, Inc.; Winter Springs, FL - \$39,690.



- b. Professional Services Selection for Consultant for the Pineda Causeway Water Main Transmission Project, Project No. 30315, Reiss Engineering Inc.; Winter Springs, FL.
- c. Award of contract for small generator preventive maintenance and repair services for various City facilities, CJ's Sales & Services of Ocala, Inc.; Ocala, FL – estimated annual cost \$37,940.
- d. Purchase of one Hydrocyclone Collection Box for the Actiflo Train #1 system at the Lake Washington Water Production Plant, Kruger, Inc.; Raleigh, NC - \$45,858.88.
- e. Award and purchase of one new 2016 Isuzu NPR HD Truck with landscape body for the Parks Maintenance Division, DeLand Truck Center, DeLand, FL - \$46,689.
- f. Purchase of one Thompson 6" Vacuum Assisted Stormwater Pump for the Streets Management Division, Thompson Pump and Manufacturing, Port Orange, FL - \$52,040.
- g. Purchase of one 2017 Ford F550 Flatbed Dump Truck for the Streets Management Division, Palmetto Ford Truck Sales, Miami, FL - \$49,535.

11. **ITEMS REMOVED FROM THE CONSENT AGENDA**

12. **COUNCIL ACTION RE:** Renewal of employee health and other insurance benefits.

13. **ORDINANCE NO. 2017-03 (CPA-2016-09) AND ORDINANCE NO. 2017-04 (Z-2016-1246) CARMAX AUTO SUPERSTORE:** Ordinances changing the existing land use and establishing zoning on property located on the north side of Palm Bay Road, west of Dairy Road and east of Durham Drive. (Owner/Applicant – Carmax Auto Superstores, Inc.) (Representative – Greg Saia, CenterPoint Integrated Solutions, LLC) (P&Z Board – 1/5/17)

- a. **Ordinance No. 2017-03 (CPA-2016-09):** (First Reading/Public Hearing) An ordinance changing the existing future land use from Medium Density Residential to Mixed Use on 6.29± acres.
- b. **Ordinance No. 2017-04 (Z-2016-1246):** (First Reading/Public Hearing) An ordinance establishing C-P (Commercial Parkway) zoning on 17.4± acres.

14. **ORDINANCE NO. 2017-05 (Z-2016-1247), ORDINANCE NO. 2017-06 (CU-2016-22) WITH SITE PLAN APPROVAL REQUEST (SP-2016-25) FIRESTONE AUTO CARE:** (First Reading/Public Hearing) Ordinances changing the existing zoning and granting a conditional use with site plan approval on property located on the west side of Wickham Road, north of Constellation Drive and south of Business Center Boulevard (Owner – Home Depot USA, Inc.) (Applicant – Pavilion Development Company) (Representative – Andy Kirbach, P.E.) (P&Z Board – 1/5/17)



- a. **Ordinance No. 2017-05 (Z-2016-1247)**: An ordinance changing the existing zoning from C-P (Commercial Parkway) to C-2 (General Commercial) on .85± acres.
 - b. **Ordinance No. 2017-06 (CU-2016-22) with (SP-2016-25)**: (First Reading/Public Hearing) An ordinance granting a conditional use for a vehicle service business in a C-2 zoning district with site plan approval on .85± acres.
15. **COUNCIL DISCUSSION RE:** Appointment of one regular member and two alternate members to the Citizens' Advisory Board.
 16. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS**
 17. **ADJOURNMENT**

Mayor Kathy Meehan, Vice Mayor Debbie Thomas, and Council Member Tim Thomas, as members of the Airport Authority Board, may discuss Airport Authority issues, which may subsequently be addressed by the Airport Authority.

Mayor Meehan and Council Members Teresa Lopez, Betty Moore and Paul Alfrey (alternate), as members of the Space Coast Transportation Planning Organization (SCTPO), may discuss SCTPO issues, which may subsequently be addressed by the SCTPO.

Pursuant to 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, he will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office (321/608-7220) at least 48 hours prior to the meeting.



DEPARTMENT:	Reading No.	N/A
MANAGEMENT SERVICES	Public Hearing	No
	Disclosure Required	No
	Item No.	4.1

SUBJECT:
 Presentation of Employee Service Awards

BACKGROUND/CONSIDERATION:

The following employees have reached milestone anniversaries during the period of December 17, 2016 to January 24, 2017. Employees receiving a service pin and gift card for twenty and thirty year anniversaries have been mailed an invitation to attend the award presentation during the Council meeting on **Tuesday, January 24, 2017 at 6:30 p.m. in the Council Chamber.**

THIRTY YEARS

Margie Durant	Fire Operations
Larry Pearson	Fire Operations

TWENTY YEARS

Johnny Bynum	Police Operations
Marty Miller	Police Operations
Cheryl Trainer	Police Operations

FIFTEEN YEARS

Marc Tiziani	Parks Maintenance
Lesean Campbell	Police Support Services
Daniel Jacobs	Police Support Services

TEN YEARS

Cathy Adams	Code Compliance
Jennifer Frost	Police Operations
John Noble	Police Operations
Victoria Faulk	Police Operations
Nicole Harms	Police Operations
Raynisha Wheeler	Police Operations
Kenneth Milden	Utility Billing & Collection

FIVE YEARS

Jamie Spalding	Water Distribution
Todd Cook	Parks Maintenance
Wayne Parramore	Parks Maintenance



MEMORANDUM

TO: MAYOR AND COUNCIL
FROM: MICHAEL A. MCNEES, CITY MANAGER
DATE: JANUARY 19, 2017
SUBJECT: CITY MANAGER'S REPORT – MEETING OF JANUARY 24, 2017

1. Upcoming Events and Reminders:

- *The City Council workshop to discuss Melbourne Police Department facilities is scheduled for Wednesday, February 1 at 5:30 p.m. in the Council Chamber.*
- *The February Police Community Relations Council meeting will be held on Thursday, February 9, 2017 at 7:00 PM. The meeting will be held at the Grant Street Community Center.*

Respectfully submitted,

A handwritten signature in black ink that reads "Michael A. McNees".

Michael A. McNees
City Manager

MAM/rct

**CITY MANAGER'S
ACTIVITY REPORT
DECEMBER 2016**



SPECIAL ACTIVITY PERMITS ISSUED

Fourteen special activity permits or permit agreements were issued during December for events on private and public property involving road closure, outdoor sales and distribution of alcoholic beverages, banners, inflatable signs, outdoor food, temporary signs, sound amplification, and placement of tents. The following events scheduled for January have either been permitted or are in the process of being permitted:

- January 13 Friday Fest, Downtown Melbourne, 6 p.m. – 10 p.m.
- January 16 Dr. Martin Luther King, Jr. Peace March, MLK Library to Melbourne Auditorium (via Babcock Street), 9:30 a.m.
- January 21 Harris Family Medical Center 5K, Oaks Shopping Center and NASA Blvd., 9 a.m. – 11 a.m.

Administrative Waivers Approved by City Clerk

The City Code permits an applicant to conduct an off-site vehicle sale up to four times per year for a total of 20 days (five-day increments) through the special activity permitting process. On December 2, Subaru/Volvo of Melbourne (4340 W. New Haven Avenue) submitted an application to conduct an off-site vehicle sale at Wal-Mart (1001 E. Eau Gallie Boulevard) from December 12-21, 2016. Subaru/Volvo had zero days remaining to conduct an off-site sale to an event conducted earlier in the year. Following notice from the City Clerk that the application was denied, the applicant appealed to the City Manager based on financial reasons (amount of money that the dealership had expended in tent rentals, property lease costs, and advertisement costs). An administrative waiver was granted and Subaru/Volvo agreed to reduce its 20-day allotment in 2017 to ten days.

ANIMAL PERMITS ISSUED

DATE	ADDRESS	ANIMAL TYPE
12/2/2016	John Payul & Yola McCune, 615 Dartmouth Avenue	6 chickens
12/22/2016	Patricia E. Hansen, 539 Poinciana Court 32935	10 chickens

PUBLIC ASSEMBLY PERMITS ISSUED

DATE	FACILITY	EVENT	RENTER
12/10/16	Riverview Park Pavilion	SCPMA Meeting and Picnic	SC Public Managers Association
12/17/16	Riverview Park Pavilion	Braggin' BBQ Bash	Chamber of Commerce
12/20/16	Wells Park Field	Backpacks for the Homeless	Jeffrey Wells



PROCUREMENT ACTIVITY					
BID/QUOTE		TITLE	BID/DEPT.	ISSUE DATE	OPEN DATE
IFQ-	11-008	OXYGEN CYLINDER RENTAL & REFILL SERVICES	Fire	11/7/2016	12/1/2016
Q	12-010	LINERS	Purchasing	12/1/2016	12/6/2016
ITB	12-009	ISUZU NPR TRUCK WITH LANSCAPE BODY	Fleet Mgmt	12/1/2016	12/22/2016
ITB-	12-011	BATTERY OPERATED HYDRAULIC CUTTER & SPREADER	Fire	12/6/2016	1/5/2017
IFQ-	12-012	COMPOSITE HIGH LOAD CAPACITY GRATING	Water Production	12/9/2016	1/10/2017
ITB-	12-013	COMPOSITE METER BOXES	Water Distribution	12/19/2016	1/19/2017
IFQ-	12-014	HVAC REPLACEMENT OF GRANT STREET COMMUNITY CENTER	Parks and Rec	12/22/2016	1/19/2017

PURCHASES APPROVED BY THE CITY MANAGER

Addendum to Service Agreement for Flexible Spending Account Services, Total Administrative Services Corporation, Madison, WI – estimated annual cost \$18,000.

Purchase for annual Taser Supplies for the Police Department, TASER International, Inc.; Scottsdale, AZ - \$15,673.85.

Purchase of one 6" Vacuum Assist Trailer Mounted Pump for the Water Production Division, Tradewinds Power Corporation, Sebring, FL - \$32,852.

Purchase of 30 5"x100' yellow fire hoses and 36 1.75"x10' blue fire hoses for the Fire Department, Ten-8 Fire Equipment, Inc.; Bradenton, FL - \$17,330.13.

Purchase of a sewer line rapid assessment tool for the Wastewater Collection Division, The Avanti Company, Avon Park, FL - \$23,587.

Emergency purchase of replacement HVAC unit for the Apollo Police building, Southeast Services of CFL, Inc.; Cocoa, FL - \$30,568.



ENGINEERING ACTIVITY		
Action	Project No. / Project Name.	Description
Notice to Proceed	None	
Consultant Task Orders approved by City Manager	None	
Site Development Plan Approvals	Northrop Grumman Main Entrance SP 16-06.4	New entrance for Northrop Grumman on West Nasa Boulevard.
	Northrop Grumman SW Utilities SP 16-06.5	Removal of existing lift station, and construction of water and wastewater utilities.
Final Inspections CIP:	Lift Station No. 65 Replacement 32313	Replacement of lift station located on Robin Hood Drive in the Sherwood Park subdivision.
	Florida Avenue at Southwest Park Drainage Improvements 20116	Construction of new 60-inch piping and baffle box for flood prevention and water quality treatment.
Development Final Inspections:	Project Summit 2B SP 14-09.2B	Construction of a 34,920 square foot paint building located at 1145 General Aviation Drive
	FMC Brevard Dialysis IF 16-01	Medical office located at 1355 Palm Bay Road
Miscellaneous	Hickory Street Complete Streets 85014	Supplemental Agreement No. 4 Additional design services, Infrastructure Engineers, Inc.- \$13,773.71
	Lift Station No. 65 Sherwood Subdivision Project 32313	Change Order No. 2 Installation of additional materials, Villages Construction, Inc.- \$2,442.70



DEVELOPMENT ACTIVITY			
Action	Project Name.	Location	Description
FORMAL	KHOSROW BOZORG	West of N. Wickham Road, south of the western terminus of the Northgate Street right-of-way	Annexation (AR-2016-257), Comprehensive Plan Amendment (CPA-2016-11) and Zoning Request (Z-2016-1249) (2.85± acres)
	THE SPIRITUAL MASSAGE, LLC	North side of Loveridge Drive, west of North Harbor City Boulevard and east of Thomas Barbour Drive	Comprehensive Plan Amendment (CPA-2016-12) and Rezoning request (Z-2016-1250) (.32± acres)
CONSTRUCTION PLAN REVIEW:	EVANS EAU GALLIE RETAIL	NE corner of San Pedro & E. Eau Gallie Blvd.	Construction of a new single story restaurant with drive-through
	HIGHLINE MIXED USE	New Haven Avenue and Livingston Street	Mixed commercial eight-story building
INFORMAL:	SPACE COAST ASSOCIATION OF REALTORS FACILITY	NE Corner of Wickham Road & Pineda Plaza Way	Water Main Extension
REDEVELOPMENT:	2200 WICKHAM BUSINESS PARK SOUTH PARKING LOT EXPANSION	3075 Venture Lane	Additional Parking
	CHART HOUSE STORM WATER	2250 Front Street	Storm Detention pond
BUILDING PERMITS:	BROTHERS PARK UPDATE	2528 Race St	New parking, sidewalk, and playground
	O'REILLY AUTO PARTS	616 W New Haven Ave	New Construction
CERTIFICATES OF OCCUPANCY:	RACE TRAC	4920 N Wickham Rd	Convenience Store with 18 gas pumps & canopy
	LUVY'S BEAUTY SALON	1905 Airport Blvd #104	Interior Buildout
	RN 72 MELBOURE SHELTAIR	1451 Tower Access Rd	Modular Building and Foundation
	RISEN LIFE	3040 W Eau Gallie Blvd #101-102	Interior Buildout
	NIGHT OWL PHARMACY	811 E Hibiscus Blvd	Interior Buildout
	BIALYSIS CENTER FMC OF BREVARD	1355 Palm Bay Rd	New Construction
	ELITE ESCAPE ROOM	604 E New Haven Ave	Interior Buildout
	PORSCHE OF MELBOURNE	509 E Nasa Blvd	Interior Renovation & Showroom Addition



CODE COMPLIANCE DIVISION ACTIVITY

Fire Prevention Inspections		Building Inspections		Building Permits	
Building	9	Footing	15	Single Family Residence	26
Re-inspection	92	Slab	28	New Multi-Family Residence	0
Business Tax Receipt	3	Framing	130	New Commercial	0
Vehicles	0	Gas	24	Mobile Home	0
Complaints	2	Drywall	32	Residential Addition	97
Special Activities	3	Above Ceiling	25	Commercial Addition	37
Fire Investigations	1	Energy Code	17	Swimming Pool	6
Periodic Inspections	267	Fire Systems	1	Demolition	1
Public Education	1	Rough Plumbing	54	All other Permit Types	408
Drills	1	Tie Beam	31	Total Permits	575
Hydrant Flows	0	Electrical	102	Code Enforcement Inspections	
School Inspections	0	Mechanical	122	Building	168
Miscellaneous	56	Sewer	13	Business Tax Receipt	6
Fire Codes	27	Roof	189	Vehicles	92
Fire Protection	12	Pools	22	Public Education	0
Plan Review	82	Miscellaneous	117	Overgrown Lots	89
Total Inspections	556	Final	109	Fire Investigations	0
		Total Inspections	1,031	City Ordinance	84
				Zoning Ordinance	91
				Landscaping	1
				Plan Review	18
				Miscellaneous	82
				Total Inspections	786
				Non-Permitted Signage	390

WATER & SEWER CONNECTION PERMITS		
Inside City	Water	Sewer
Residential	18	5
Commercial	1	3
Outside City	Water	Sewer
Residential	2	0
Commercial	0	0

POLICE SERVICES	
Calls for Service Answered	7,260
Traffic Contacts	1,076
Traffic Citations Issued	1,215
Parking Citations Issued	15
General Arrests	266
Narcotics Incident Offense Reports	85
Narcotics Arrests	36

CITY EMPLOYMENT			
New Hires		Separations	
Full Time	10	Full Time	8
Part Time	1	Part Time	2
Seasonal	0	Seasonal	0

FIRE SERVICES	
Residential	3
Commercial	0
Other	19
Mutual Aid	1
Rescue	1,199
Miscellaneous	242
Total Fire Services	1,464



HOUSING & URBAN IMPROVEMENT DIVISION

Neighborhood Stabilization Program (NSP3)

NSP3 Grant Award:	\$1,257,986.00	Program Income¹:	\$1,075,310.33
NSP3 Grant Funds Expended:	<u>\$1,257,986.00</u>	Program Income Expended:	<u>\$ 989,905.23</u>
NSP3 Grant Funds Available:	\$0	Funds Available from Program Income:	<u>\$ 85,405.10</u>
Total Foreclosed Homes Purchased with Grant: <u>10</u>		Total Foreclosed Homes Purchased with Program Income: <u>5</u>	

¹ Earned from 13 NSP3 Homes sold to eligible homebuyers

All program funds have been drawn down from HUD.

Number of developers currently awarded NSP3 funds - 1

Program Income Homes rehabilitated and sold – 5 (1962 Garner Av., 726 Clarke Av., 512 Cherokee Av., 1738 Dodge Cir and 2426 Pawnee Dr.)

HOME Investment Partnerships Program (HOME)

Households receiving monthly rent subsidies (TBRA) – 4 households

814 West Covina Court is 100% complete. This project was completed on 10/21/2016.

4385 Doncaster Drive project is underway and is 100% complete.

Working with Community Housing Initiative and Macedonia Community Development Corporation on 2905 Lipscomb Street affordable housing project. A demolition contractor has been selected.

State Housing Initiatives Partnership (SHIP) Program

The Housing Rehabilitation project at 1935 Fillmore Avenue is underway and is 90% complete.

3434 Saxon Street project is underway as of 12/27/2016.

Purchase Assistance Program – FY 2014-2015 PAP Funds Expended \$34,044.58; Number of People Served 2; Funds available \$40,955.42.

Purchase Assistance Sweat Equity contract with Habitat for Humanity of Brevard County, Inc. in progress. Income certification and commitment letters have been issued to three (3) clients. 2178 & 2190 Cedarwood Drive are both in progress. Both homes are in the City's Purchase Assistance with Sweat Equity Program.

Limited Scope (Housing Rehabilitation) contract with LOVE INC, Inc. in progress. Two (2) homes have been completed: 2882 Pennington Place and 26 Dale Ave. Two (2) homes are being evaluated for limited scope repairs: 1857 Harrison Ave. & 2408 Warwick Rd. both are expected to have signed contracts by 12/2/2016.

City staff, the Fair Housing Continuum and Love INC of Brevard, Inc. are working together on a HOME Modification Project located at 1055 Dove Street in the Booker T. Washington (BTW) neighborhood. SHIP, CDBG and private donations will be used to fund this project. This project is out for bid.

Community Development Block Grant (CDBG)

Contract close-out completed for nonprofits funded during FY 2015-2016 - 5

HUI Staff held the FY 2016-2017 Subrecipient Workshop on 12/20/2016 for five (5) agencies. Five (5) agreements were submitted to the City Manager for signature on 12/22/2016.

Code Enforcement on-going in the Booker T. Washington and South Melbourne target areas.

Cleave Frink Park Playground Equipment –contract and federal compliance documents reviewed.

Riverview Park Playground Equipment – Installation of the playground equipment is 100% complete. Project close-out in progress.

Lipscomb Park Playground Equipment – Installation of the playground equipment is 100% complete. Project close-out in progress.

Bus Shelter - Working with City Engineering staff on the bid documents for the installation of a bus shelter at the new County Health Department building located at 601 E. University Blvd.

Home Modification Program – Bids were advertised for the accessibility improvements at 1055 Dove Street.

Section 108 Loan Program – Project on hold.

Twelve proposals were submitted for funding consideration for FY 2017-2018 CDBG and HOME funds by the 12/19/16 deadline.

Consolidated Annual Performance Report (CAPER) public hearing (per Federal CDBG Program) was conducted on 12/5/2016 at City Hall in Council Chamber.

Grant Street Community Center Renaming meeting is scheduled for January 9, 2017 as part of the monthly Citizens' Advisory Board.

The Pre-demolition and Clearance of a single family home located at 2905 Lipscomb St. was held on 12/29/2016 with DBI Demolition.

Brothers Park Improvements, (Project No. 00174) – CDBG and Florida Recreation Development Assistance Program (FRDAP) Grants

A preconstruction conference with L.H. Tanner Construction Corp of Melbourne was held on 11/11/2016. Work began on 12/05/2016 and contractor has 90 days to complete the project. Park improvements planned include replacing existing playground system, parking lot improvements with handicapped ramp along Race St. and concrete walking trail within Brothers Park.



PARKS & RECREATION FACILITY RENTALS			
DATE	FACILITY	EVENT	RENTER
12/1/16	Front Street Civic Center	Meeting	SPCA
12/2/16	Front Street Civic Center	Sweet 16	Lynn Flanagan
12/2/16	Melbourne Auditorium	Swingtime Dance	Melbourne Municipal Band
12/3/16	Front Street Civic Center	Wedding and Reception	Tim Addison
12/03/16	Eau Gallie Civic Center	Wedding Reception	Karen Tyler
12/3/16	Melbourne Auditorium	Parade	Jesus Is The Key
12/3/16	Lipscomb Community Center	Party	Jackson
12/4/16	Front Street Civic Center	Holiday Party	John Carrigan
12/4/16	Melbourne Auditorium	Concert	Ministries Without Boundries
12/04/16	Wickham Park Community Center	Birthday Party	Ryan Van Tassell
12/6/16	Wickham Park Community Center	Volleyball	Beach Wave Volleyball
12/6/16	Wickham Park Community Center	Bridge Games	Sunshine Club
12/7/16	Wickham Park Community Center	Volleyball	Beach Wave Volleyball
12/7/16	Melbourne Auditorium	Concert	Melbourne Community Orchestra
12/8/16	Front Street Civic Center	Holiday Party	Canaveral Gem & Mineral
12/8/16	Melbourne Auditorium	Concert	Melbourne Community Orchestra
12/9/16	Front Street Civic Center	Holiday Party	Michelle Edwards
12/9/16	Wickham Park Community Center	Volleyball	Beach Wave Volleyball
12/9/16	Melbourne Auditorium	Holiday Party	Rockwell Collins
12/9/16	Wickham Park Community Center	Holiday Party	Jessica Lutz
12/10/16	Front Street Civic Center	Holiday Party	Wave Crest Health
12/10/16	Melbourne Auditorium	Holiday Party	Evicore
12/10/16	Lipscomb Community Center	Birthday Party	Cruz/Armini
12/10/16	Wickham Park Community Center	Dance	Cindy Masters
12/10/16	Ballard Park SM Pav #10	Get Together	Chris Botelho
12/10/16	Ballard Park SM Pav #6,7	SCMOM Holiday Party	Space Coast Mothers of Multiples
12/10/16	Ballard Park LG Pav #8	Retirement Party	Mike Addison
12/10/16	Riverview Park Pavilion	SCPMA Meeting and Picnic	SC Public Managers Association
12/11/16	Front Street Civic Center	Holiday Party	New Hope Sanctuary
12/11/16	Melbourne Auditorium	Holiday Performance	Heather's Dance Studio
12/11/16	Wickham Park Community Center	Baby Shower	Allison Williams
12/11/16	Eau Gallie Civic Center	Baby Shower	Mital Gandhi
12/11/16	Ballard Park LG Pav #8	Birthday Party	Jessica Bellinger
12/13/16	Front Street Civic Center	Holiday Party	Chad Cooper
12/13/16	Melbourne Auditorium	Holiday Party	Brevard Academy
12/14/16	Melbourne Auditorium	Concert	Melbourne Municipal Band
12/14/16	Wickham Park Community Center	Volleyball	Beach Wave Volleyball
12/14/16	Wickham Park Community Center	HOA Meeting	Brenda Clark
12/14/16	Eau Gallie Civic Center	Dinner Celebration	Up and Running Fitness
12/15/16	Front Street Civic Center	Graduation	Premier Education
12/15/16	Melbourne Auditorium	Concert	Melbourne Municipal Band
12/15/16	Wickham Park Community Center	Book Club	Cheryl Dean
12/15/16	Wickham Park Community Center	LuLaRoe Sale	Samantha Pender
12/15/16	Eau Gallie Civic Center	Volunteer Event	Aging Matters In Brevard
12/16/16	Front Street Civic Center	Holiday Party	Atlantic Shores
12/16/16	Wickham Park Community Center	Holiday Party	Brian Rye
12/16/16	Wickham Park Community Center	Volleyball	Beach Wave Volleyball
12/16/16	Eau Gallie Civic Center	Holiday Party	45 th Medical Group Booster Club
12/17/16	Front Street Civic Center	Holiday Party	Sherri Reidenauer
12/17/16	Melbourne Auditorium	Concert	Lions Vision
12/17/16	Grant Street Community Center	Birthday Celebration	Taurus



PARKS & RECREATION FACILITY RENTALS - Continued			
12/17/16	Riverview Park Pavilion	Braggin' BBQ Bash	Chamber of Commerce
12/17/16	Eau Gallie Civic Center	Holiday Party	Christian Care Minsitry
12/17/16	Promenade Park	Christmas Sing-A-Long	Leeanne Saylor
12/18/16	Front Street Civic Center	Graduation Party	Stephanie Sherrif
12/18/16	Wickham Park Community Center	Get Together	Mohammed Mujeeb
12/18/16	Ballard Park SM Pav #6	Birthday Party	Shelley Sims
12/18/16	Eau Gallie Civic Center	Wedding Fiesta	Maria Ledezma
12/18/16	Pineapple Park Gazebo	Wedding	Maria Ledezma
12/19/16	Eau Gallie Civic Center	Family Christmas Party	Unconditional Love Inc.
12/20/16	Front Street Civic Center	Holiday Party	Richard Nelson
12/20/16	Wickham Park Community Center	Bridge Games	Sunshine Club
12/20/16	Eau Gallie Civic Center	Employee Christmas Party	Unconditional Love Inc.
12/20/16	Wells Park Field	Backpacks for the Homeless	Jeffrey Wells
12/22/16	Front Street Civic Center	Holiday Party	John Stimpson
12/23/16	Front Street Civic Center	Holiday Party	Highland Mint
12/24/16	Melbourne Auditorium	Church Service	Grace Church
12/27/16	Wickham Park Community Center	Memorial Service	Wendy Maddox
12/30/16	Melbourne Auditorium	Gun Show	Sports Show Specialists
12/31/16	Front Street Civic Center	Holiday Party	James Alexander
12/31/16	Melbourne Auditorium	Gun Show	Sports Show Specialists

NEW BUSINESS TAX RECEIPTS ISSUED				
Licensee	Address	Issue Date	Home Based	Class Description
Alluvionic Inc.	3700 N Harbor City Blvd, Suite #1-C	12/8/2016	No	Professional Office
Anderson Brothers, Inc.	205 West Dr, Suite #1	12/7/2016	No	Professional Office
Bob's Tree Service	4355 Dow Rd, Suite	12/13/2016	No	Construction Service
Cat Restoration, Inc.	102 E New Haven Av, Suite	12/15/2016	No	Carpet/ Upholstery Cleaning/ Construction Service
Causeway Crossing Press, Llc	3090 Village Park Dr, Suite	12/1/2016	Yes	Publishing
Central Florida Lawn Service Inc	515 Rio Ln, Suite	12/15/2016	Yes	Lawn Maintenance
Daniel Thompson Consulting, Llc	2320 Dunbar Av, Suite	12/6/2016	Yes	Computer Service
David Waters Productions Llc	546 Shady Ln, Suite	12/28/2016	Yes	Art/Commercial
Davisse Micro Art, Llc	1807 Airport Blvd, Suite	12/29/2016	No	Personal Service
Devereaux, M.D. Danielle	1350 Hickory St, Suite	12/27/2016	No	Prof/Doctor Of Medicine
Doc Holiday's	4835 W Eau Gallie Blvd, Suite	12/9/2016	No	Personal Service
Ecoatm, Llc	1000 N Wickham Rd, Suite	12/27/2016	No	Coin Op/Merchandising Device
Edens Gardener	981 E Eau Gallie Blvd, Suite #E	12/20/2016	No	Lawn Maintenance
Hair & Color Co	830 N Wickham Rd, Suite #1	12/22/2016	No	Beauty Shop / Merchant Retail
Hibiscus Women's Center P.A.	330 E Hibiscus Blvd, Suite	12/22/2016	No	Professional Office
J.P.'S Frame & Trim, Inc.	1717 Pine Valley Dr, Suite	12/7/2016	Yes	Professional
Jcg Demolition & Construction Inc	1063 Aurora Rd, Suite #10	12/21/2016	No	Professional Office



NEW BUSINESS TAX RECEIPTS ISSUED - Continued				
Jeffrey Anderson	1542 Guava Av, Suite #A	12/5/2016	No	Prof/Architect
Jimmy Jazz Melbourne Llc	1700 W New Haven Av, Suite #723	12/22/2016	No	Merchant/Retail
Kimbrell, Katherine	1800 Penn St, Suite #12	12/8/2016	No	Prof/Health Practitioner
Lush Beauty And Browtique Llc	1424 Highland Av, Suite	12/8/2016	No	Personal Service
Maid In America Cleaning Service , Llc	102 E New Haven Av, Suite	12/14/2016	No	Janitorial Service
Manhefresh Marketing & Entertainment, Llc	2575 Revolution St, Suite #104	12/27/2016	Yes	Promoter (Melbourne Based)
Mattress Barn	1105 Palm Bay Rd, Suite #101	12/15/2016	No	Merchant/Retail
Mauldin M.D., Jill Gosset	1341 Medical Park Dr, Suite #102	12/14/2016	No	Prof/Doctor Of Medicine
Moore's Glass And Mirror	1507 Aurora Rd, Suite #A	12/13/2016	No	Merchant/Retail
Nexthome Platinum	1900 S Harbor City Blvd, Suite #328	12/20/2016	No	Prof/Real Estate Broker
Panache Event Designs	221 W Hibiscus Blvd, Suite	12/29/2016	No	Personal Service
Perry, M .D. Mary Lynn	330 E Hibiscus Blvd, Suite	12/20/2016	No	Prof/Doctor Of Medicine
Pragmatic Systems, Llc	2800 Caribbean Isle Blvd, Suite #809	12/28/2016	Yes	Employment Agency
Professional Barber Llc	1915 Airport Blvd, Suite	12/27/2016	No	Barber Shop
Professional Barber Llc	1915 Airport Blvd, Suite	12/27/2016	No	Merchant/Retail
Racetrac Petroleum #2431	4920 N Wickham Rd, Suite	12/12/2016	No	Service Station, Vending Machines Eating , Convience Store Retail
Rfm Thrifty Thrift	2542 S Harbor City Blvd, Suite #C	12/19/2016	No	Merchant/Retail
S. M. C. Import & Export Inc	710 Washburn Rd, Suite #9	12/9/2016	No	Merchant/Wholesale
Securboratorion, Inc.	1050 W Nasa Blvd, Suite #155	12/2/2016	No	Computer Service
Sparkling Clean & Go	3024 Savannah Way, Suite #208	12/27/2016	Yes	Janitorial Service
Starstone Marketing Group	221 W Hibiscus Blvd, Suite	12/27/2016	No	Marketing/Management Consultant
Tandiey's Magick	2648 Locksley Rd, Suite	12/21/2016	Yes	Merchant/Retail
The #1 Tax Place Company, Inc.	1600 N Harbor City Blvd, Suite	12/20/2016	No	Tax Return Service Only
The Cajun Seafood Co.	875 S Babcock St, Suite	12/21/2016	No	Restaurant/Eating Place
Tracy A Cornish, P.A.	524 N Harbor City Blvd, Suite	12/7/2016	No	Prof/Attorney
Tri-County Upholstery	2620 Aurora Rd, Suite #P	12/2/2016	No	Furniture Repair/Upholstery
Wendy Hixon	927 E New Haven Av, Suite #314	12/1/2016	No	Prof/Health Practitioner
Wendy Hixon, Llc	927 E New Haven Av, Suite #314	12/1/2016	No	Professional Office



UTILITY BILLS
ACH* CUSTOMERS # of bills – 13,053 % of total – 22.8%
3rd Party Wire Payments # of bills – 9,941 % of total – 17.4%

INTERNET STATISTICS
Users – 40,708

*Automated Clearing House



DEPARTMENT:	Reading No.	2
COMMUNITY DEVELOPMENT	Public Hearing	Yes
	Disclosure Required	Yes
COUNCIL DISTRICT: 4	Item No.	8

SUBJECT

Ordinance No. 2017-02, Conditional Use Request (CU-2016-23) Rain-bo Island

BACKGROUND/CONSIDERATION

This is the second reading of an ordinance granting a conditional use for a restaurant in an 806± square foot unit on a 0.84±-acre developed property (Sandy Plaza), zoned C-1A (Professional, Offices and Services District). The subject property is located on the east side of Airport Boulevard, north of West New Haven Avenue and south of Espanola Way, and has an Office/Professional Future Land Use designation.

The applicant is a prospective tenant who wishes to open a small restaurant in one of the units on this developed property. The proposed restaurant will specialize in bobo (bubble) tea and will offer food items such as sushi bowls. A maximum of ten seats will be permitted and there is adequate parking available on this site for the proposed restaurant use.

Surrounding properties include a mixture of commercial uses, residential properties, an educational facility, a church, and a golf course. Single-family residences are abutting the site to the north and east, along Glendon Drive and Airport Boulevard, and a six-foot opaque fence is required to be maintained in these areas.

On December 15, 2016, the Planning and Zoning Board voted unanimously to recommend approval of this request.

FISCAL IMPACT (IF APPLICABLE)

N/A

REQUESTED ACTION

Recommend approval of Ordinance No. 2017-02, based on the findings and conditions contained in the Planning and Zoning Board memorandum.

MEMORANDUM



*Community Development
Department*

TO: Michael A. McNees, City Manager
THRU: Cindy Dittmer, AICP, Community Development Director
FROM: Todd Corwin, AICP, Planner
RE: **Conditional Use Request (CU-2016-23) Rain-Bo Island**
DATE: December 29, 2016

Owner/Applicant/Representative

Alsar, Inc., Owner; Guo Liang Peng and Chang Lin, Applicant/Representative

Proposed Action:

Conditional Use request to allow a restaurant use on a property zoned C-1A (Professional, Offices and Services District).

Location

The subject property is located on the east side of Airport Boulevard, approximately 170 feet north of West New Haven Avenue (US 192) in Township 28, Range 37, Section 4 (more specifically known as 1905 Airport Boulevard, Unit 103).

History

Sandy Plaza is a developed site with two commercial office buildings totaling 7,330± square feet of area. The subject property has an Office/Professional Future Land Use classification.

2014: Construction plans for Sandy Plaza are approved (IF-2013-08).

2015: Sandy Plaza is constructed.

2016: City Council approved a zoning change to the property from R-P to C-1A (Z-2016-1240/Ordinance No. 2016-54).

2016: City Council approved a Conditional Use approval for a restaurant (the Bookery) in one unit of the 1915 building (CU-2016-13/Ordinance 2016-55).

Presently, a real estate office (1915 building) and a hair salon (1905 building) occupy units within this plaza.

Access and Adjacent Property Information

- To the East:** Single-family residences (*Magnolia Park Plat No 2, PB6, PG74*)
Zoning: R-1AA (Single-Family Residential Low Density District)
Land Use: Low Density Residential
- To the West:** Florida Preparatory Academy (fka Florida Air Academy)
Zoning: C-1A and C-2 (General Commercial)
Land Use: General Commercial
- To the North:** Single-family residence (*Magnolia Park Plat No 2, PB6, PG74*)
Zoning: R-1AA
Land Use: Office/Professional
- To the South:** Convenience store with gas pumps (7-Eleven)
Zoning: C-C-2
Land Use: General Commercial

ISSUES AND CONSIDERATIONS

The applicant wishes to open a small restaurant in one, 806±-square foot unit in Sandy Plaza. A restaurant use requires conditional use approval in the C-1A zoning district.

The business plan submitted by the potential tenant indicates that the restaurant will specialize in *bobo* (bubble) tea sales. The proposed establishment also plans to sell sushi bowls and other snack items. Any future interior modifications on this site will be subject to all current Land Development and Building Code Regulations.

CONDITIONAL USE ANALYSIS

The applicant is requesting a Conditional Use to allow a restaurant in a C-1A zoning district. City Code, Appendix B, Article IX, Section 5 establishes general standards to consider when evaluating the merits for considering a Conditional Use permit request.

Surrounding Area: The Conditional Use standards require a determination that the Conditional Use will not be harmful to the neighborhood or otherwise detrimental to the public welfare, and is in harmony with the general purpose of the zoning ordinance. The character and use of adjoining buildings and those in the vicinity, the number of persons residing or working in such buildings, and traffic conditions in the vicinity are all factors that shall be taken into account.

Within a 500-foot radius of the subject property there is a mixture of commercial uses, residential properties, an educational facility, a church, and a golf course. Single-family residences are abutting the site to the north and east, along Glendon Drive and Airport Boulevard and commercial uses are clustered along US 192 and the southern portion of Airport Boulevard.

Use Appropriateness for the Site: The restaurant is proposed within an 806±-square foot unit located in one of the existing commercial office buildings (1905 Airport

Boulevard). All site improvements were made with the original construction of Sandy Plaza in 2015, including required parking, building setbacks, and landscaping. The business/floor plan submitted by the applicants indicates that approximately 45 percent of the unit will be utilized for the bobo tea bar and food preparation area, as well as a single bathroom to the rear of the unit. The remaining area will have tables, a small seating area for customers, and a customer service area. Due to the size and current configuration, occupancy will be limited to a maximum of ten persons. No outdoor seating or activities are proposed.

Other site considerations:

- The project site was constructed with 36 parking spaces, which exceeds the parking requirements for a typical office/professional development; therefore, sufficient parking exists to accommodate the proposed 806±-square foot, 10 seat restaurant.
- The overall property owner is required to maintain a six-foot fence abutting the adjacent residential uses to the east and to the north.
- A site plan is not required, since the existing structure will not be altered by more than 50%.
- This is an existing site and therefore was not required to submit a rendering or environmental report.
- A building permit from the City will be required for any future interior or exterior renovations, including fencing and the construction of accessory structures.
- The proposed Conditional Use will comply with the City's Future Land Use Map and Comprehensive Plan policies.

JPA review Comments

The project is not located within the Joint Planning Agreement review area.

Mobility/Concurrency

The site is currently developed; accordingly, the proposal should not significantly impact public infrastructure systems and facilities. Transportation mobility and water and sewer concurrency was addressed at the time of construction plan approval. Adequate water and sewer capacity, as well as sufficient roadway facilities, are available in this area.

On December 16, 2016, the Planning and Zoning Board voted unanimously to recommend approval of this request.

Recommendation

Based upon the findings contained in the Planning and Zoning Board memorandum, for property located on the east side of Airport Boulevard, approximately 170 feet north of West New Haven Avenue, the Planning and Zoning Board and the Community Development Department recommend:

Approval of CU-2016-23, to allow a restaurant in one, 806± square foot unit within a developed commercial building located at 1905 Airport Boulevard (Unit 103), with the following conditions:

- a. No outside seats or activities will be permitted, except in conjunction with a special activity permit.
- b. No outside amplification shall be permitted, except in conjunction with a special activity permit.
- c. The occupancy load of this establishment will be limited to a maximum of ten persons.
- d. The applicant/owner must meet all applicable building code requirements for any renovations to the property identified as 1905 Airport Boulevard, Unit 103.

MEMORANDUM



City of Melbourne
Community Development
Department

TO: Mayor and Council

FROM: Ed Coruzzi, Vice-Chairman
Planning and Zoning Board

RE: **Conditional Use Request (CU-2016-13) Rain-bo Island**

DATE: December 16, 2016

APPLICANT: Guo Liang Peng and Chang Lin

REPRESENTATIVE: Guo Liang Peng and Chang Lin

The Planning and Zoning Board, at its regular scheduled meeting of December 15, 2016, reviewed the above referenced request for Conditional Use approval.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of CU-2016-23, to allow a restaurant within one 806± square foot unit (Unit 103) of an existing 0.84±-acre developed property zoned C-1A (Professional, Offices and Services District), based upon the following findings and conditions:

Findings for the Conditional Use (Appendix B, Article IX, Section 5)

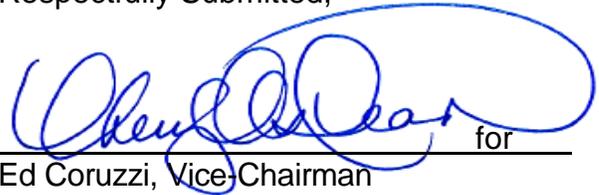
1. The requested Conditional Use to allow a restaurant in an 806± square foot unit in Sandy Plaza zoned C-1A is consistent with the area's Office/Professional Future Land Use designation and the goals, objectives, and policies of the City's Comprehensive Plan. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. The maximum densities/intensities for each category are identified in the Comprehensive Plan. The zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria.
2. The site is designated as Office/Professional on the Future Land Use Map and is zoned C-1A. The C-1A zone permits a variety of commercial and residential uses and a restaurant is a conditional use in this district. This conditional use is subject to Appendix B, Article IX, Section 5 of City Code. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.
3. The proposal should not change the general character of the area since the proposed restaurant will be located in an existing building and all regular activity will be located within this building.

4. The Conditional Use must meet the requirements of City Code, and therefore will not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area. More specifically, the proposed changes should not cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments:
 - a. The appearance and function of the neighborhood will not be significantly lessened due to the proposed Conditional Use since the subject site is already used for commercial purposes. In addition, this developed site is required to maintain a six foot opaque fence on its eastern and northern property lines.
 - b. The application does not appear to impact the preservation of any city, state or federally designated historic, scenic, archaeological, or cultural resources.
 - c. The proposed project should not change the general character of the area since a variety of commercial, residential, and institutional establishments are located in the general vicinity of the subject property. In addition, the subject site is already developed with two commercial buildings.
 - d. The application will not have significant adverse impacts on the livability and usability of nearby land due to: noise, dust, fumes, smoke, glare from lights, late-night operations, odors, truck and other delivery trips, the amount, location, and nature of any outside displays, storage, or activities, potential for increased litter, and privacy and safety issues. Conditions of approval for this proposal include limitations on outside activities.
5. Adequate transportation facilities are in place to serve the subject property. The site has direct access to Airport Boulevard, which intersects US 192 just south of the subject site.
6. The proposed Conditional Use is in compliance with the standards outlined in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (Conditional Uses).
7. The proposal will not have any adverse impact on the public health, safety, welfare, economic order, or aesthetics of the City. The subject site was developed for commercial purposes and met all applicable City Code requirements for such development.
8. A concurrency/mobility analysis was done for this developed site. Based upon this analysis, the proposed amendment will not diminish established service levels within the City.

Conditions:

- a. No outside seats or activities will be permitted, except in conjunction with a special activity permit.
- b. No outside amplification of sound shall be permitted, except in conjunction with a special activity permit.
- c. The occupancy load of this establishment will be limited to a maximum of ten persons.
- d. The applicant/owner must meet all applicable building code requirements for any renovations to the property identified as 1905 Airport Boulevard, Unit 103.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Ed Coruzzi', is written over a horizontal line. The word 'for' is written to the right of the signature, also over the line.

Ed Coruzzi, Vice-Chairman
Planning and Zoning Board

**CU-2016-23
RAIN-BO ISLAND
(1905 AIRPORT BLVD., UNIT 103)**



Location

Legend

- City Boundary
- Parcel**
- Type**
- Non-Condo
- Park
- CU-2016-23_Rain-Bo_Island

Author: City of Melbourne GIS Team
 Prepared by: kathryn.gangwer
 Date Saved: 11/23/2016 12:19:17 PM
 Document Path: G:\COMMUNITY_DEVELOPMENT\PED\IP&ZBOARD2016\Maps\CU-2016-23 Rain-bo Island (Sandy Plaza).mxd

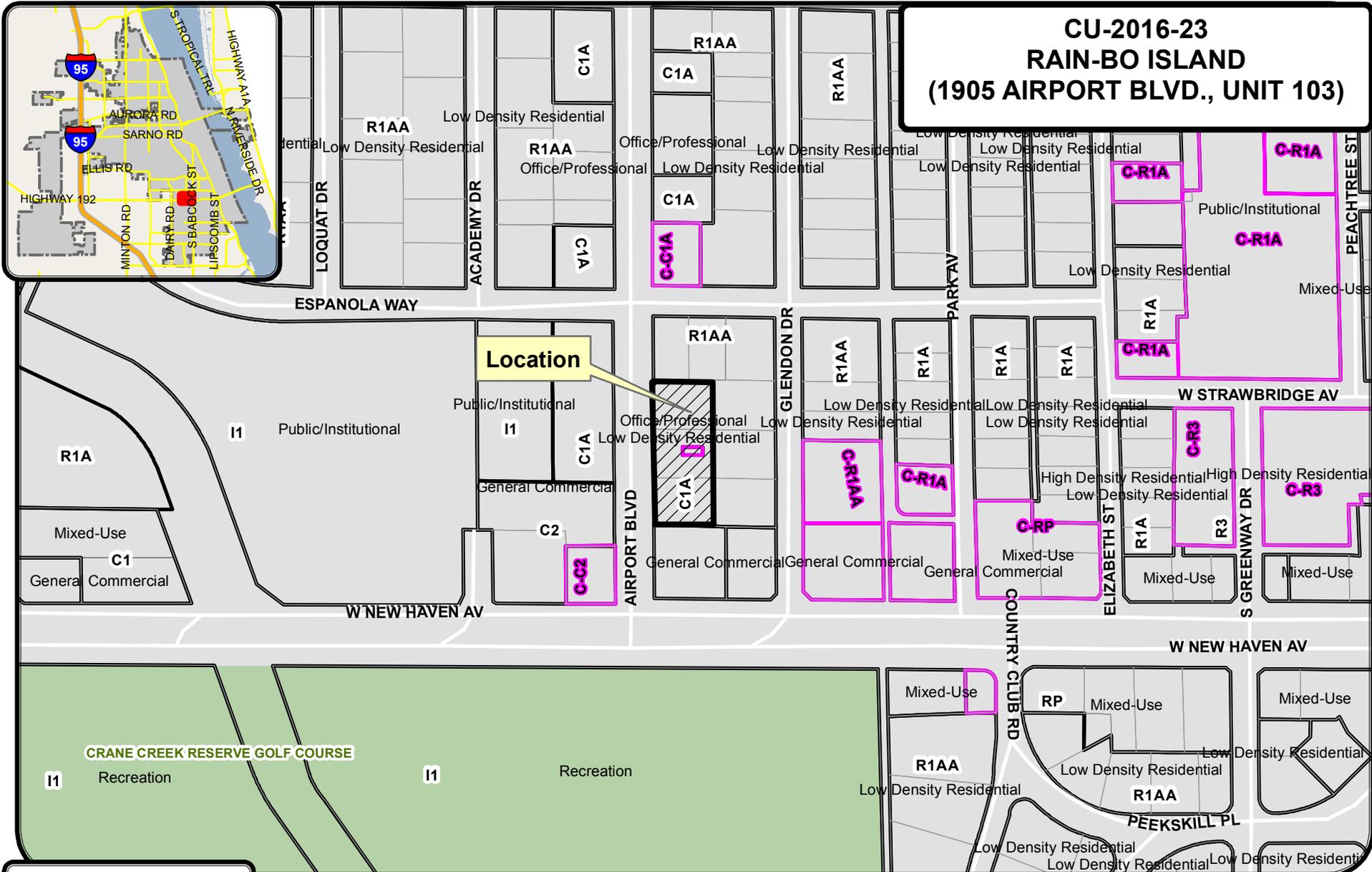
Illustrative purposes only.
 No warranties, expressed or implied, are provided for the property records and mapping data herein,
 or for their use or interpretation by the User. The City of Melbourne assumes no liability
 for any damages, losses, costs or expenses, including but not limited
 to attorney's fees, arising from any User's use or misuse
 of the property records or mapping data provided herein.



Item No. 8



**CU-2016-23
RAIN-BO ISLAND
(1905 AIRPORT BLVD., UNIT 103)**



Legend

- City Boundary
- Parcel**
- Type**
- Non-Condo
- CU-2016-23_Rain-Bo_Island

Author: City of Melbourne GIS Team
 Prepared by: kathryn.gangwer
 Date Saved: 11/23/2016 12:19:17 PM
 Document Path: G:\COMMUNITY_DEVELOPMENT\PED\IP&ZBOARD2016\Maps\CU-2016-23 Rain-bo Island (Sandy Plaza).mxd

Illustrative purposes only.
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 or for their use or interpretation by the User. The City of Melbourne assumes no liability
 for any damages, losses, costs or expenses, including but not limited
 to attorney's fees, arising from any User's use or misuse
 of the property records or mapping data provided herein.



Item No. 8

ORDINANCE NO. 2017-02

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120 BY GRANTING A CONDITIONAL USE TO ALLOW A RESTAURANT ON A PROPERTY ZONED C-1A (PROFESSIONAL, OFFICES AND SERVICES DISTRICT), LOCATED ON THE EAST SIDE OF AIRPORT BOULEVARD, APPROXIMATELY 170 FEET NORTH OF NEW HAVEN AVENUE (1905 AIRPORT BOULEVARD, UNIT 103); PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING THAT THE PROPERTY SHALL BE DESIGNATED ON THE OFFICIAL ZONING MAP BY THE SYMBOLS C-C-1A; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CU-2016-23)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by granting a conditional use to allow a restaurant on a property zoned C-1A (Professional, Offices and Services District), located on the east side of Airport Boulevard, approximately 170 feet north of New Haven Avenue (1905 Airport Boulevard, Unit 103). The property is described as:

LOTS 14 THROUGH 18, INCLUSIVE AND THE NORTH 44 FEET OF LOT 19, BLOCK 4, "MAGNOLIA PARK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 6, PAGE 74 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE SPECIFICALLY KNOWN AS 1905 AIRPORT BOULEVARD, UNIT 103 ONLY.

SECTION 2. That this ordinance is approved subject to the following conditions:

- a. No outside seats or activities will be permitted, except in conjunction with a special activity permit.
- b. No outside amplification of sound shall be permitted, except in conjunction with a special activity permit.
- c. The occupancy load of this establishment will be limited to a maximum of ten persons.
- d. The applicant/owner must meet all applicable building code requirements for any renovations to the property identified as 1905 Airport Boulevard, Unit 103.

SECTION 3. That the above described property shall be designated on the Zoning Map by the symbols C-C-1A to indicate that said premises shall be restricted to use for that particular conditional use along with the uses permitted in a C-1A (Professional, Offices and Services District) Zoning District.

SECTION 4. That it is hereby found and determined that the conditional use requested satisfies the criteria established in Article IX, Section 5 (C), of the Zoning Code.

SECTION 5. That this ordinance shall become effective 30 days from the date of adoption of this ordinance and, if appealed or otherwise judicially contested, until resolution of any judicial contests or appeals. The amendment shall be duly recorded within five business days after the 30-day period has expired and resolution of any judicial contests or appeals.

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the 10th day of January, 2017, and adopted on the final reading at a regular meeting of the City Council on the _____ day of _____, 2017.

BY: _____
Kathleen H. Meehan, Mayor

ATTEST:

Cathleen A. Wysor, City Clerk

Ordinance No. 2017-02



DEPARTMENT:	Reading No.	N/A
ENGINEERING	Public Hearing	No
	Disclosure Required	No
COUNCIL DISTRICT: 5	Item No.	9

SUBJECT:

Creation of the St. Johns Heritage Parkway/Ellis Road Utility Improvements project, a budget transfer to establish the project budget, approval of the Utility Design by Florida Department of Transportation (FDOT) Consultant Agreement, and a resolution authorizing the City Manager to sign the agreement with FDOT.

BACKGROUND/CONSIDERATION:

Florida Department of Transportation's (FDOT) Interstate I-95 interchange at the intersection of St. Johns Heritage Parkway and Ellis Road is currently being designed and right-of-way acquisition is underway. The City has the need to install a new water main and sewer force main at the interchange location to serve future developments off of St. Johns Heritage Parkway on the west side of I-95 and it is advantageous to integrate the utility improvements with the roadway improvements.

The Utility Design by FDOT Consultant Agreement with FDOT allows FDOT's consultant to integrate the design of the utility improvements into the FDOT construction plans for the project.

The agenda materials provide additional information about the agreement and the scope of the utilities design. The resolution provides for authorization for the City Manager to execute the FDOT agreement.

FISCAL IMPACT (IF APPLICABLE):

The required utility improvements associated with FDOT's I-95 overpass interchange are not currently programmed into the capital improvement plan. Approval is requested to establish a project budget to finance the design and permitting. A budget transfer in the amount of \$90,000 from Project No. 30099 (Water & Sewer Miscellaneous Improvements) is necessary to appropriate funds for this project.

REQUESTED ACTION:

- a. Recommend establishing the St. Johns Heritage Parkway / Ellis Road Utility Improvements project and a budget transfer of \$90,000 from Water & Sewer Miscellaneous Improvements, Project No. 30099 into the new project account (Project No. 34617).
- b. Recommend approval of Resolution No. 3621.

MEMORANDUM

To: Michael A. McNeese, City Manager

Thru: Jenni Lamb, City Engineer

From: Tom Baker, Engineering Supervisor

Date: January 11, 2017

Re: Approval of a Utility Design by FDOT Consultant Agreement with the Florida Department of Transportation for the St. Johns Heritage Parkway / Ellis Road Utility Improvements, Project No. 34617



CITY OF MELBOURNE
Engineering Department

This is a request for City Council to approve a Utility Design by FDOT Consultant Agreement between the Florida Department of Transportation (FDOT) and the City of Melbourne for utility relocations in association with the FDOT Interstate I-95 and St. Johns Heritage Parkway/Ellis Road interchange in an amount not to exceed \$84,605.

Design and right-of-way acquisition for the I-95 interchange at the intersection of St. Johns Heritage Parkway and Ellis Road is currently being performed by Infrastructure Engineers, Inc. (IEI) for FDOT. The City's Water Distribution Master Plan and Wastewater Collection/Transmission System Master Plan identified the need to install a new water main and sewer force main near the interchange location to serve future developments off of St. Johns Heritage Parkway on the west side of I-95. Since the development schedule of the currently vacant land is unknown, a project to extend the City's utilities west of I-95 was not included in the five-year capital improvement schedule. FDOT presented City staff the opportunity to include utility improvements with the interchange project in July 2016. From a constructability and financial perspective, it is advantageous to integrate the utility improvements with the roadway improvements. Therefore, the interstate crossing portion of the utilities improvements project needs to be created to coincide with the FDOT project.

In July 2016, staff met with FDOT and their design consultant and subsequently provided FDOT with written notice that the City desired to enter into agreements with FDOT to design and construct the proposed water main and force main as part of the I-95 interchange project. Staff's preliminary construction cost estimate for the utility improvement work is roughly \$1,570,000.

The Utility Design by FDOT Consultant Agreement with FDOT allows FDOT's consultant to integrate the design the utility improvements into the FDOT construction plans for the project. The consultant, Infrastructure Engineers, Inc. (IEI) was selected by FDOT in accordance with the Consultant Competitive Negotiations Act (F.S. 287.055). IEI has submitted a cost proposal to FDOT using the same negotiated man-hours as in the original contract.

Scope of Services

The scope of services outlined in the agreement includes the preparation of construction plans, project specifications, and permit applications for the proposed parallel 18-inch water main and 18-inch force main. The plans will be designed in accordance with FDOT's Utility Accommodations Manual, FDOT's Plans Preparation Manual and the City of Melbourne's

technical specifications. The scope also provides for certifications and preparation of record drawings following construction completion.

Upon completion of the design, an updated cost estimate will be provided. At that time, the City will have the option to enter into a Utility Work by Highway Contractor Agreement in order to allow the FDOT's selected Contractor to perform the work. Staff has found this to be the most cost-effective approach as the contract is competitively bid and the City has found savings in reduced mobilization costs.

Funding

The required utility improvements associated with FDOT's I-95 overpass interchange are not currently programmed into the capital improvement plan. Therefore, approval is requested to establish a project budget to finance the design and permitting. A budget transfer in the amount of \$90,000.00 from Project No. 30099 (Water & Sewer Miscellaneous Improvements) is necessary to appropriate funds for this project. Staff will request construction funding in the Fiscal Year 2017/2018 budget cycle.

Recommendations

Recommend establishing St. Johns Heritage Parkway / Ellis Road Utility Improvements project.

Recommend a budget transfer of \$90,000 from Water & Sewer Miscellaneous Improvements (Project No. 30099) into the new project account, St. Johns Pkwy/Ellis Rd Utilities, Project No. 34617.

Recommend approval of Utility Design by FDOT Consultant Agreement for the St. Johns Heritage Parkway / Ellis Road Utility Improvements, in the amount of \$84,605.00 and the resolution authorizing the City Manager to execute the agreement.

Attachment: Utility Work by FDOT Consultant Agreement

c: Ralph Reigelsperger, Public Works & Utilities Director
Jennifer Spagnoli, Utilities Engineer
Lisa Solina, Engineering Administrative Accountant
Marla Keehn, Management and Budget Officer
Jodi Rano, Stantec

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT
(AT UTILITY EXPENSE)

Form No. 710-010-56
UTILITIES
11/14

Financial Project ID: 426905 3 32	Federal Project ID: 0953-133-I
County: Brevard	State Road No.: 9
District Document No: 1	
Utility Agency/Owner (UAO): City of Melbourne	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**," and City of Melbourne, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as FPID: 426905 3 52 01, State Road No.: 9, hereinafter referred to as the "Project"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the **DEPARTMENT** and the **UTILITY** have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into an agreement providing for the design of the Utility Work by the engineer designing the Project for the **FDOT**, hereinafter referred to as the "**FDOT Consultant**," which design of the Utility Work shall hereinafter be referred to as the "Utility Design"; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Design;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

- a. **FDOT Consultant** shall prepare, at the **UAO's** sole cost and expense, final engineering design, plans, other necessary related design documents, and cost estimate for the Utility Work (hereinafter referred to as the "Plans Package") more specifically described in the **FDOT's** Supplemental Agreement # TBD to Consultant Infrastructure Engineers Inc. Design Services Contract.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project.
- c. The Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- e. The technical special provisions which are a part of the Plans Package shall be prepared in

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accordance with the **FDOT's** guidelines on preparation of technical special provisions.

- f. The **FDOT Consultant** shall provide a copy of the proposed Plans Package to the **UAO**, for review at the following stages: 90%, Spec., Sign & Sealed. The **UAO** shall review the Plans Package to see that it complies with the requirements of this Agreement.
- g. In the event the **UAO** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **UAO** will notify the **FDOT** in writing of the deficiencies within the time specified in the plans review transmittal.
- h. The **UAO** shall furnish the **FDOT** such information from the **UAO** files as requested by the **FDOT**.
- i. The Facilities and the Utility Design will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: Relocation along John Rodes Blvd and Ellis Rd. These exceptions shall be handled by separate arrangement.

2. Cost of Design

- a. The **UAO** shall be responsible for all costs of the Utility Design.
- b. The **UAO** agrees that it will, at least N/A (N/A) days prior to the **FDOT** issuing the Supplemental Agreement referred to in Paragraph 1 hereof, furnish the **FDOT** an advance deposit of \$ 84,605 for the payment of said Utility Design. It is understood that the **FDOT's Consultant** shall not begin any Utility Design until the **FDOT** has received the above payment and that if such payment is not received on or before 4/24/17 this Agreement shall be null and void. The **FDOT** shall utilize this deposit for the payment of Utility Design. Both parties further agree that in the event the final billing pursuant to the terms of Subparagraph 2. d. below is less than the advance deposit, a refund of any excess will be made by the **FDOT** to the **UAO**. No work in excess of the advance deposit shall be done. In the event that it is subsequently determined that work in addition to that described in the Supplemental Agreement described in Paragraph 1 hereof is necessary in order to properly complete the Utility Design, the **UAO** shall make an additional deposit in the amount necessary to issue a subsequent Supplemental Agreement to the **FDOT Consultant** for the additional work.
- c. The payment of funds under this Agreement will be made (choose one):
 - directly to the **FDOT** for deposit into the State Transportation Trust Fund.
 - as provided in the attached Three Party Escrow Agreement between the **UAO**, the **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the Department of Financial Services and the **FDOT** Comptroller's Office prior to execution of this agreement.
- d. Upon final payment to the **FDOT Consultant**, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the Utility Design within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes.

3. Default

- a. In the event the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

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- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT** until such time as the breach is cured.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties or from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement,

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whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

5. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

- a. Time is of the essence in the performance of all obligations under this Agreement.
- b. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

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(AT UTILITY EXPENSE)

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If to the UAO :
City of Melbourne ATTN: Jenni Lamb, P.E.
900 E. Strawbridge Ave
Melbourne, FL 32901

If to the FDOT :
FDOT 5 ATTN: Christine Bacomo
719 S. Woodland Blvd
DeLand, FL 32720

7. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Melbourne

BY: (Signature) _____

DATE: _____

(Typed Name: Michael A. McNeas)

(Typed Title: City Manager)

Recommend Approval by the District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT
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Form No. 710-010-56
UTILITIES
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

DATE: _____

(Typed Name: Frank O'Dea P.E.)

(Typed Title: Dist. Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT
(AT UTILITY EXPENSE)

APPENDIX: "CHANGES TO FORM DOCUMENT"

The following changes are hereby made to the Utility Design by FDOT Consultant Agreement (at Utility Expense) between the **State of Florida Department of Transportation** (the "**FDOT**") and City of Melbourne (the "**UAO**") dated the ____ day of _____, 20____, for the project identified as FPID: 426905 3; SR 9.:

1. Section 6, subparagraph f. is added to read as follows:

"It is specifically understood and agreed that if post-design services are needed in connection with the performance of the work which is the subject of the Utility Design, the **UAO** shall make an additional deposit in the amount that **FDOT** will pay the **FDOT Consultant** for the payment of said post-design services. The **FDOT** will notify the **UAO** no later than 60 days prior to the date of deposit of the amount of the deposit and the date for the deposit. Said amount will be deposited into the State Transportation Trust Fund. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above will include an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the post-design services as set forth in Section 337.403(1)(b) of the Florida Statutes. The deposit shall constitute a lump sum payment for post design services and there shall be no subsequent adjustment or accounting for said amount. In the event that the **UAO** fails to timely make the deposit for post-design services, all post-design services for the Utility Design shall be performed by the **UAO** at the **UAO's** sole cost and expense, and at a time and in a manner that does not cause delay to the Project."

2. Paragraph 3. a. (3) is hereby deleted from this agreement.
3. Paragraph 4 1st paragraph is hereby changed to read as follows;

To the extent provided by law, the UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this agreement. Nothing contained in this paragraph or elsewhere in this agreement is in anyway intended either to be a waiver of the limitations placed upon the UAO's liabilities set forth in section 768.28 F.S. or to extend UAO's liability beyond said section 768.28 F.S.

4. Paragraph 6.b. The FDOT shall be changed to read Either Party.
5. Paragraph 6.b. UAO shall be changed to read Other Party.
6. Paragraph 6.e. is hereby changed to read as follows.

All notices required pursuant to the terms thereof may be sent by first class United States mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The UAO shall have a continuing obligation to notify District 5 of the FDOT of the appropriate person for notices to be sent pursuant to this agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses;

7. Paragraph 1.a. is hereby clarified:

"...other necessary related design documents, and cost estimate....."
Design documents; the City of Melbourne's Technical Special Provisions.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RESOLUTION
UTILITY AGREEMENT

FORM 710-010-13
UTILITIES
10/98

FPN#			COUNTY	STATE ROAD	DOC. #	FAP #
426905	3	32	Brevard	9	1	0953-133-I

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **AFDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the City of Melbourne, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Utility Design by FDOT Consultant Agreement, hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That **(Name)** Michael A. McNees, **(Title)** City Manager be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

ON MOTION of _____, seconded by _____, the above resolution was introduced and passed by the UAO on the ____ day of _____, 20____.

NAME: _____

Title: _____

ATTEST: _____

Title: _____



Ms. Jenni Lamb
City Engineer
City of Melbourne
900 E. Strawbridge Avenue
Melbourne, FL 32901

December 15, 2016

RE: I-95 / Ellis Road Interchange UWHC Water Main and Proposed Sanitary Force Main
FDOT Financial ID No. 426905-3

Dear Ms. Lamb,

Infrastructure Engineers (Consultant) is pleased to submit this manhour and cost proposal for Utility Work by Highway Contractor (UWHC) design plans related to a proposed 18 inch water and sewer main crossing of I-95 at the proposed Ellis Road Interchange.

PROJECT OBJECTIVES

The Consultant shall provide construction plans, specifications and permits for a proposed water and sewer main running along the north side of the St. Johns Heritage Parkway/Ellis Road and crossing I-95 at the new Ellis Road Interchange.

SPECIFIC SERVICES

1. IEI will prepare the construction drawings, permits and specifications for the proposed parallel 18 inch sanitary force main and 18" water main to be constructed via an UWHC with FDOT's I-95/Interchange project (FPID 426905-3).
2. Provide verified vertical and horizontal (Vvh) elevations for FGT at proposed crossing locations.
3. Once 90 percent construction drawings are approved, IEI will submit plans to the regulatory agencies identified to begin the regulatory process and plans for review to the following regulatory agencies, as needed:
 - a. Florida Department of Environmental Protection – Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System.
 - b. Florida Department of Environmental Protection – Application for a Specific Permit to Construct PWS Components
4. Prepare legal sketches for FGT & FPL to cover the proposed main crossing of their easements.
5. Prepare and submit construction certification forms and record drawings to City of Melbourne and FDEP to close out permits.
6. Permit fees are not included in this Scope. Permit fees are to be paid by the owner.



BEGINNING AND LENGTH OF SERVICES

The above outlined services shall begin upon the receipt of the Notice to Proceed from the City of Melbourne. The Consultant shall complete the services upon the contractor's completion of construction and final acceptance of the project.

COMPENSATION

Compensation for the above services shall be in the Limiting Amount not to exceed \$84,604.57 in accordance with the attached Summary Fee Sheet.

Infrastructure Engineers, Inc.	\$74,269.87
McKim & Creed Inc.	<u>\$10,334.70</u>
Total	\$84,604.57

Please call if you have any questions.

Sincerely,



Gregory J. Peschong, PE

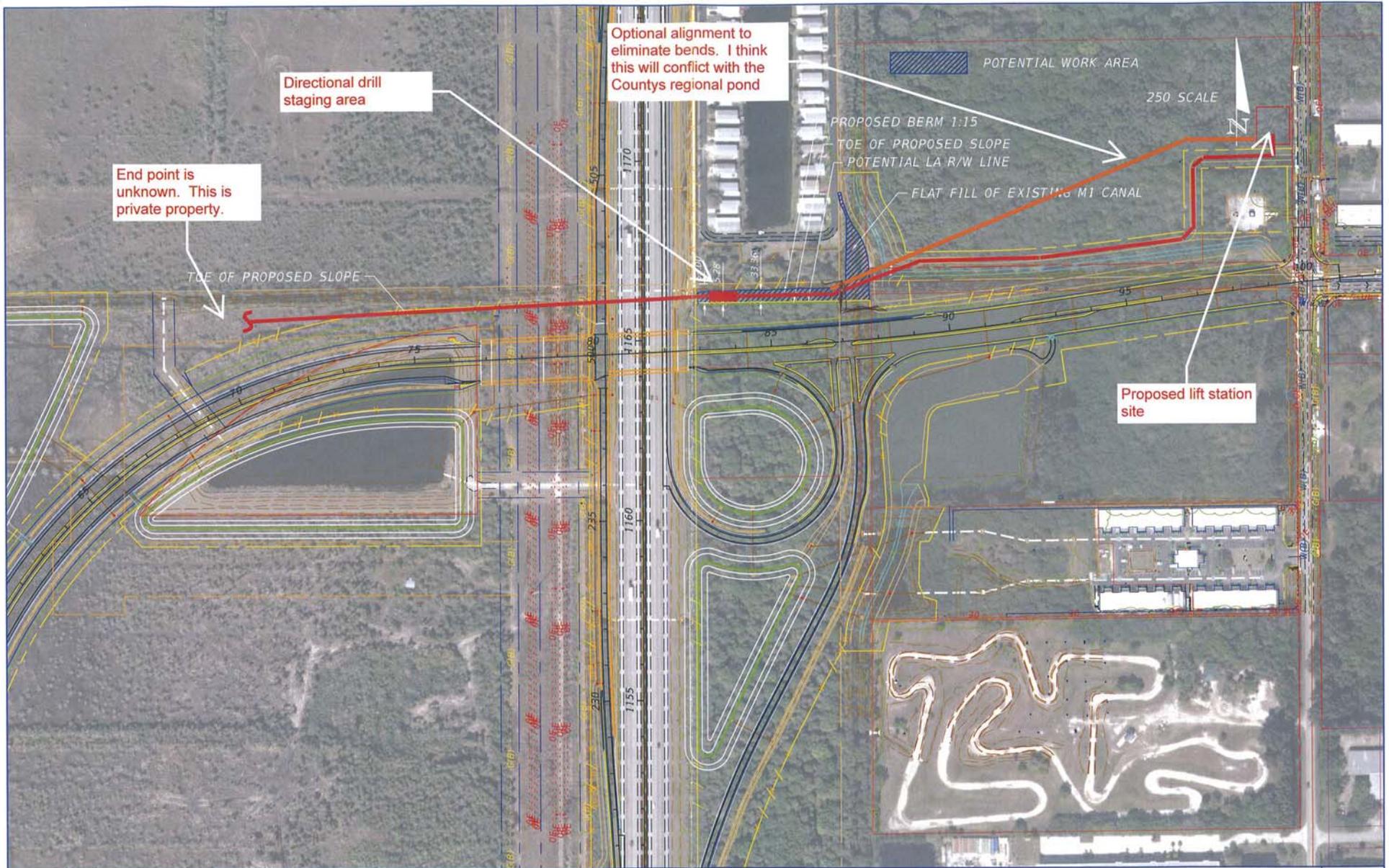
Sr. Project Manager

Infrastructure Engineers, Inc.

Phone: 888.451.6822, Ext. 2201

Mobile: 407.873.0736

Email: gpeschong@go-ie.com



End point is unknown. This is private property.

Directional drill staging area

Optional alignment to eliminate bends. I think this will conflict with the Countys regional pond

POTENTIAL WORK AREA

250 SCALE

PROPOSED BERM 1:15
TOE OF PROPOSED SLOPE
POTENTIAL LA R/W LINE

FLAT FILL OF EXISTING M1 CANAL

Proposed lift station site

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

INFRASTRUCTURE ENGINEERS, INC.
Gregory J. Peschong, P.E. - No. 42691
1511 East SR 434, Suite 1001
Winter Springs, FL 32708
Ph.: 407.957.1660
Fax: 407.957.8744
FL Certificate of Authorization No. 6376

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	BREVARD	426905-3-52-01

UTILITY WORK AREA

SHEET NO.

RESOLUTION NO. 3621

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT FOR THE ST. JOHNS HERITAGE PARKWAY/ELLIS ROAD UTILITY IMPROVEMENTS PROJECT; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the State of Florida Department of Transportation and the City of Melbourne desire to facilitate the St. Johns Heritage Parkway/Ellis Road Utility Improvements Project; and

WHEREAS, the State of Florida Department of Transportation requires the City of Melbourne to execute and deliver to the State of Florida Department of Transportation the Utility Design by FDOT Consultant Agreement for the aforementioned project, FPID 426905-3-52-01.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City Manager is hereby authorized to make, execute and deliver the Utility Design by FDOT Consultant Agreement for the St. Johns Heritage Parkway/Ellis Road Utility Improvements Project (FPID 426905-3-52-01) to the Florida Department of Transportation.

SECTION 2. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 3. That this resolution was duly adopted at a regular meeting of the City Council on the ____ day of _____ 2017.

BY: _____
Kathleen H. Meehan, Mayor

ATTEST:

Cathleen A. Wysor, City Clerk



	Item No.	10
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SUBJECT:
Consent Agenda

- a. Task Order No. REI 034 to the Continuing Contract for Engineering Services for the Lift Station No. 38 Force Main Replacement, Project No. 32113, Reiss Engineering, Inc.; Winter Springs, FL - \$39,690.
- b. Professional Services Selection for Consultant for the Pineda Causeway Water Main Transmission Project with Reiss Engineering Inc.; Winter Springs, FL.
- c. Award of contract for small generator preventive maintenance and repair services for various City facilities, CJ's Sales & Services of Ocala, Inc.; Ocala, FL – estimated annual cost \$37,940.
- d. Purchase of one Hydrocyclone Collection Box for the Actiflo Train #1 system at the Lake Washington Water Production Plant, Kruger, Inc.; Raleigh, NC - \$45,858.88.
- e. Award and purchase of one new 2016 Isuzu NPR HD Truck with landscape body for the Parks Maintenance Division, DeLand Truck Center, DeLand, FL - \$46,689.
- f. Purchase of one Thompson 6" Vacuum Assisted Stormwater Pump for the Streets Management Division, Thompson Pump and Manufacturing, Port Orange, FL - \$52,040.
- g. Purchase of one 2017 Ford F550 Flatbed Dump Truck for the Streets Management Division, Palmetto Ford Truck Sales, Miami, FL - \$49,535.

MEMORANDUM



CITY OF MELBOURNE

To: Michael A. McNeese, City Manager

Thru: Jenni Lamb, City Engineer
Ralph Reigelsperger, Public Works & Utilities Director

From: Harold Nantz, Assistant Public Works & Utilities Director

Date: January 11, 2017

Re: Task Order No. REI 034 to the Continuing Contract with Reiss Engineering, Inc. for Engineering Services for the Lift Station No. 38 Force Main Replacement, City Project No. 32113

This is a request for the approval of Task Order No. REI 034 to the Reiss Engineering, Inc. (REI) continuing consulting contract for the engineering services associated with the design of the Lift Station No. 38 Force Main Replacement Project.

Background

Lift Station No. 38 is located near the intersection of Nasa Boulevard and Hickory Street. The force main for Lift Station No. 38 is approximately 1,300 feet in length and empties into a manhole located on the north side of the intersection of NASA and Apollo Boulevards. This force main has been in service since the 1960s and is nearing the end of its service life. The 2009 Wastewater Collection/Transmission System Master Plan recommended that this force main be replaced within a 5-10 year timeframe. Therefore, staff included the Lift Station No. 38 force main replacement as a part of an ongoing annual repair/replacement project in the Capital Improvements Program.

Scope of Services

The proposed scope of services includes project administration, surveying, geotechnical services, performing a computer modeling hydraulic analysis, preparation of construction documents (60% and 100% submittals), permitting, and bidding services.

Compensation and Schedule

The total lump sum fee proposed for the services as described herein will be \$39,690. Staff has reviewed the proposal and believes it to be fair and reasonable compensation for the associated services. Further, all services are proposed to be completed within 180 calendar days from receipt of written Notice to Proceed from the City. Funding is available via City Project No. 32113.

Recommendation

Recommend approval of Task Order No. REI 034 to the continuing contract with Reiss Engineering, Inc., for the lump sum fee of \$39,690 to perform the engineering services associated with the design of the Lift Station No. 38 Force Main Replacement, City Project No. 32113.

cc: Jennifer Spagnoli, P.E., Utilities Engineer
Lisa Solina, Engineering Administrative Assistant
Marla Keehn, Management & Budget Officer

December 9, 2016

TASK ORDER NO.	<u>REI 034</u>
PROJECT NO.	<u>5450</u>
CITY PROJECT NO.	<u>32113</u>

CONTINUING CONTRACT FOR
PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING
AND PERMITTING CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
REISS ENGINEERING, INC.

This Task Order made and entered into this _____ to that certain CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES, dated April 3, 2013, by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and REISS ENGINEERING, INC., of Winter Springs, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain PROFESSIONAL ENGINEERING SERVICES as outlined in the attached **LIFT STATION 38 FORCE MAIN MODIFICATIONS DESIGN**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES.

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within **180** calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, a lump sum fee amount of **\$39,690** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance

with the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES. All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, City project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____.

Approved by City Engineer
as to content:

Jenni Lamb, P.E.

CITY OF MELBOURNE, FLORIDA
Acting by and through its City Council

Michael A. McNees, City Manager

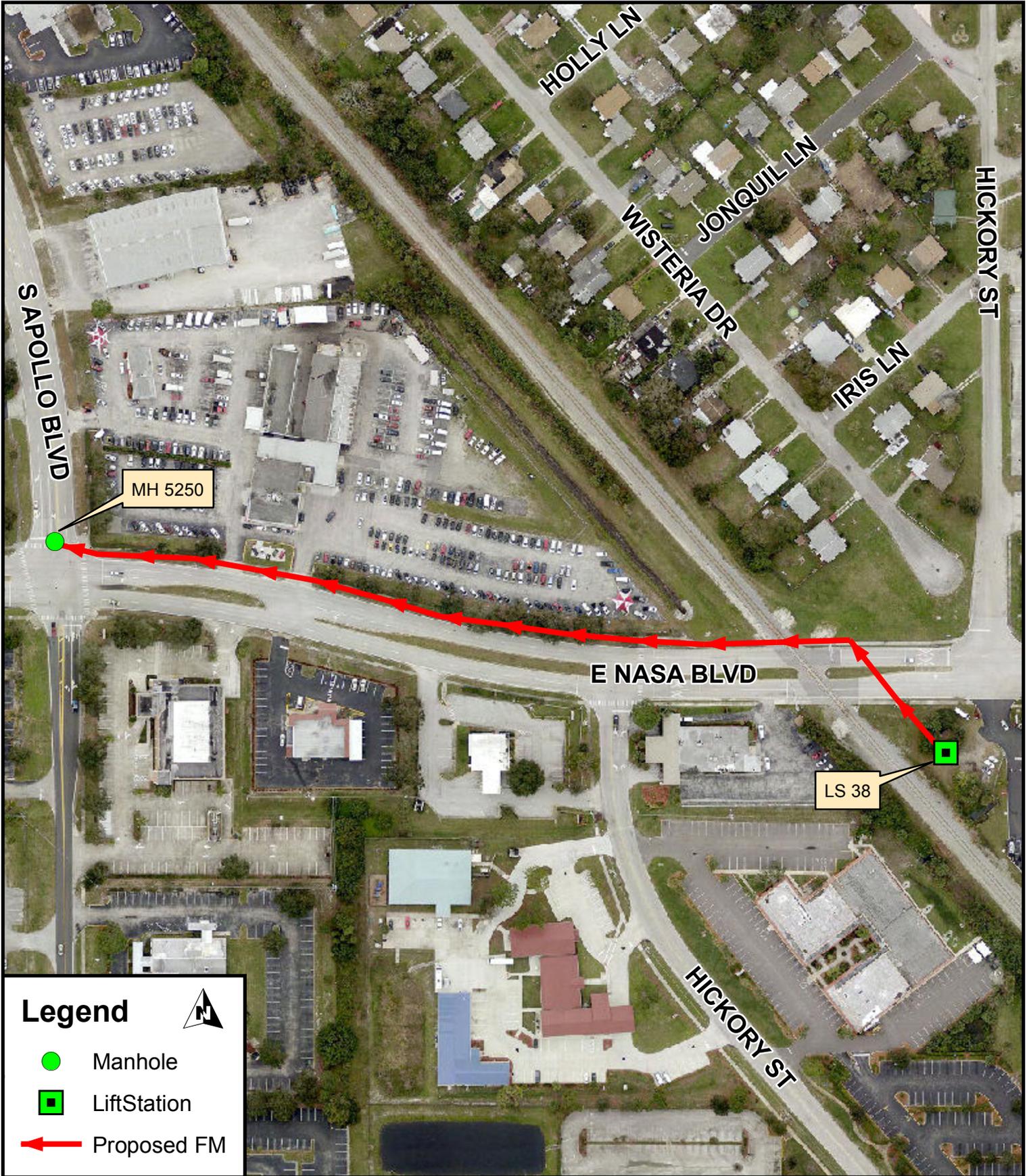
ATTEST:

Cathleen A. Wysor, City Clerk
(SEAL)

REISS ENGINEERING, INC.

C. Robert Reiss, Ph.D., P.E., President

LIFT STATION 38 FORCE MAIN EXHIBIT



Legend

-  Manhole
-  Lift Station
-  Proposed FM

MEMORANDUM

To: Michael A. McNees, City Manager

Thru: Jenni Lamb, City Engineer

From: Harold Nantz, Assistant Public Works & Utilities Director

Date: January 10, 2017

Re: Professional Services Selection for Pineda Causeway Water Transmission Main, City Project No. 30315



CITY OF MELBOURNE

The City of Melbourne requested Statements of Qualifications for professional engineering services related to the design and construction of the Pineda Causeway Water Transmission Main.

Currently, there are two water transmission mains that feed water to the barrier island. The Pineda Causeway Water Transmission Main project will provide a third water transmission main across the Indian and Banana Rivers on the north end of the City's water service area. Benefits expected from the implementation of this project will be improvements in fire flow, system pressure, water quality and the circulation of water throughout the northern end of the beach side water distribution system.

Primary services for this engineering contract will be preliminary and final design, surveying, geotechnical testing and investigation, subsurface utility engineering, permitting, bidding and contract award recommendation, and construction administration and observation services for the Pineda Causeway Water Transmission Main project.

Selection Process

The process to select a consultant for the Pineda Causeway Water Transmission main began on November 3, 2016 with a public advertisement requesting qualifications from interested professional firms. The process of advertisement and subsequent interview process was conducted in accordance with the Consultant Competitive Negotiations Act (CCNA) (F.S. 287.055).

Applicants: On December 5, 2016, three consultants submitted qualification statements:

Kimley-Horn and Associates, Inc. – Orlando, FL

Masteller & Moler, Inc. – Vero Beach, FL

Reiss Engineering, Inc. – Winter Springs, FL

Committee: A five-member consultant selection committee was formed – represented by two members of the Engineering Department, and three members from Public Works & Utilities Administration.

Short-listing: The qualification statements were reviewed and the committee short-listed all three firms. These three firms were invited to participate in interviews before the selection committee.

Presentations: Presentations were held on January 9, 2017 and January 10, 2017. Each applicant was allotted 30 minutes for a presentation followed by a 15-minute question and answer period. Each of the consultants was asked to discuss their organization, experience, and approach to projects as outlined below:

For organization, the firms were asked to have key members introduce themselves and describe their experience and roles, explain how team members' who are working in different offices/companies efforts will be integrated into performing the project, and discuss the team's past experience in working together.

For experience, staff requested that the firm's design/construction experience with water main improvements that cross extensive water bodies along with any problems or benefits that the team has found with the integration of old and new technology in similar projects. The firm was requested to discuss their QA/QC procedures and how this procedure has served clients on similar projects. Additionally, the firm was asked to explain the services they typically provide during project construction.

Each team was asked to describe project considerations and challenges. In particular the firms were to describe how they would insure that the best contractor for the job gets selected and if having a pre-qualification step for contractors included in the bidding process be recommended. The firm was to include a discussion of the methods of pipe installation planned by their team for this project, as well as any alternatives to the items contained in the general project description that might be innovative and/or more cost-effective. The firms were also asked what the team believed was going to be the biggest challenge in designing and constructing the project.

Lastly, each team was asked why they believed their firm is best suited for this contract and what distinguishes them from the other firms.

Presentation scoring: The committee used score sheets to rate the consultants, which were used as the basis for the recommendation (the maximum total score available was 100 points.) The committee met briefly following the interviews and collected score sheets from each of the members. As seen in the table below, all five committee members scored all three firms closely, four out of five members selected Reiss Engineering, Inc. in first place. Therefore, the committee is recommending that contract negotiations proceed Reiss Engineering, Inc.

Company	Thomas Baker, Engineering	Mike Brink, PWU	Nic Coster, PWU	Jenni Lamb, Engineering	Harold Nantz, PWU	Total Score
Kimley-Horn and Associates, Inc.	79	67	85	81	75	387
Masteller & Moler, Inc.	72	73	82	79	81	387
Reiss Engineering, Inc.	80	74	83	83	82	402

Reiss Engineering, Inc. offers highly qualified professionals with extensive planning, design, permitting and construction administration/management experience.

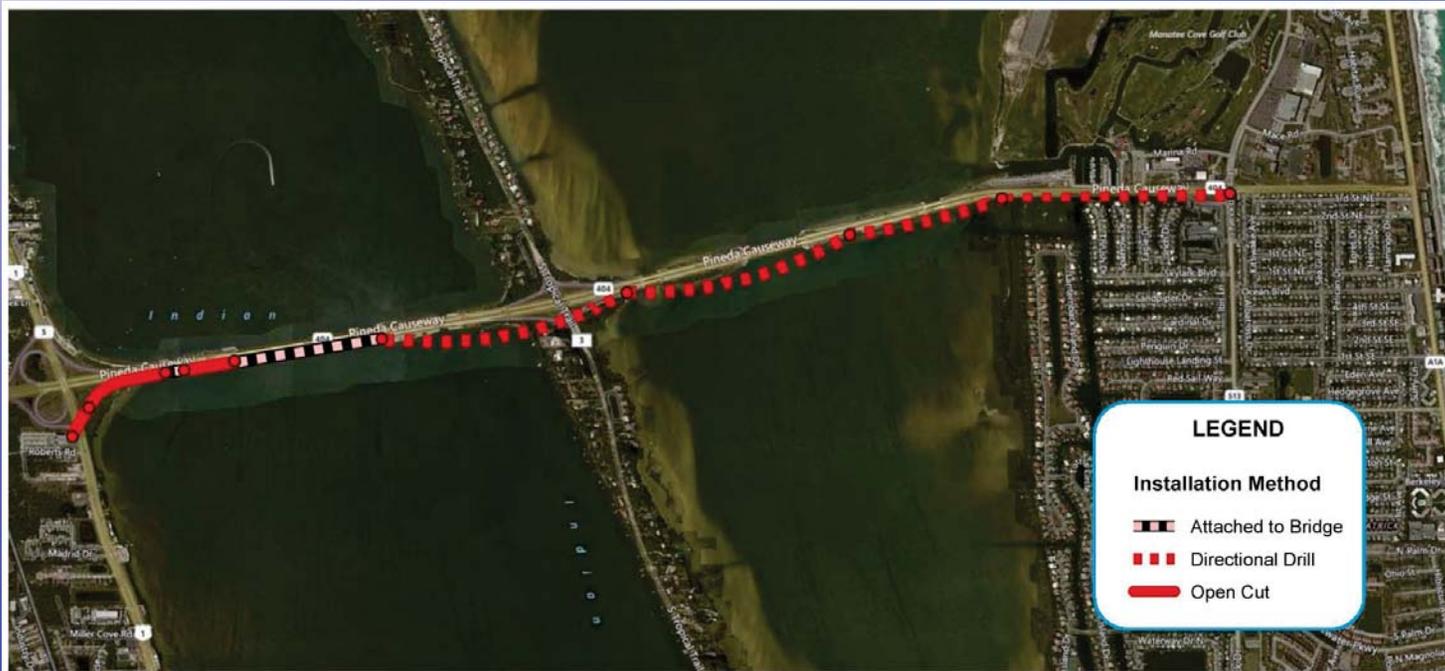
Pending Council's approval, a Professional Engineering Services Contract will be negotiated.

Recommendation

Recommend approval of the selection committee's recommendation of Reiss Engineering, Inc. as the most qualified firm to provide professional services for the Pineda Causeway Water Transmission Main.

Recommend authorization for staff to negotiate a professional engineering services contract with Reiss Engineering, Inc. for the Pineda Causeway Water Transmission Main.

Professional
Services Selection
for Pineda
Causeway Water
Transmission Main,
City Project No.
30315



CITY OF MELBOURNE COUNCIL AGENDA ITEM



Consent Agenda Procurement Division

Agenda Date: January 24, 2017

Subject:	Award Contract for Small Generator (<350KW) Preventative Maintenance & Repair Services ITB-08-085-0-2016/KS	ITEM: small_gen.pdf
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PREVIOUS RELEVANT ACTION:

The City uses an annual maintenance and repair contract to service sixty-six (66) small standby diesel generators located throughout the city. The service includes associated switchgear, fuel delivery systems, and associated components (including fuel storage tanks). Routine preventive maintenance and scheduled/unscheduled repair services for standby diesel generators is necessary to maintain proper working order of this vital equipment.

The current contract, awarded by council on June 14, 2011, expires on February 28, 2017.

DISCUSSION:

Sealed bids (ITB) were solicited for Small Generator (<350KW) Preventative Maintenance and Repair Services. A total of twenty-one (21) potential bidders downloaded bid documents from DemandStar. The Procurement Division received five (5) bid submittals as detailed on the attached bid tabulation sheet. Bids were forwarded to City staff for review and award recommendation.

Following review of the bids, city staff recommends that the contract be awarded to the lowest responsive, responsible bidder, **CJ's Sales and Services of Ocala, Inc.**, for minor and major preventative maintenance at an annual cost of \$25,730 and an additional estimated annual cost of \$12,210 for optional services (repairs, tank cleaning, and load bank testing) for a total estimated annual cost of **\$37,940**.

All work performed by the contractor will be warranted for one (1) year from final acceptance from city. Warranties for materials and equipment will follow manufacturer's guidelines.

[Continued on next page.]

SOLICITATION SUMMARY:				SOLICITATION WAIVER:	
Issue date:	9/1/16	# solicitations issued:	21	[] "Piggyback" other entity	City Code Sec 2-576 (1)
Legal Ad date:	9/1/16	Pre-bid or pre-proposal date:	n/a	[] Single source purchase	City Code Sec 2-576 (2)
Open date:	10/20/16	# of responses:	8	[] Emergency purchase	City Code Sec 2-587

FINANCIAL:

Funding is available in the following Account Numbers:

- 44000521-534000 - (Police Support Services – Other Contract Services) – \$5,570
- 53000522-546050 – (Fire Operations - Maintenance Contract) - \$3,290
- 62100533-534000 - (Water Production – Other Contract Services) - \$3,245
- 63000535-546050 - (Wastewater Collection – Maintenance Contract) - \$25,000
- 14000519-534000 – (Fleet Management – Other Contract Services) - \$455
- 64500541-534000 – (Streets Management - Other Contract Services) - \$380

RECOMMENDED ACTION:

Award the contract for Small Generator (<350KW) Preventative Maintenance and Repair Services to **CJ's Sales & Services of Ocala, Inc., Ocala, FL** for an estimated annual cost of **\$37,940**.

CONTRACT TERM: March 1, 2017 to February 28, 2018 with three (3) additional twelve month renewal options.

Procurement Manager <i>Jessy Bowen</i>	Date <i>12-30-16</i>	Department Director <i>M. Lewis</i>	Date <i>1/3/17</i>
Director of Finance <i>Sondra Daniels</i>	Date <i>12/30/16</i>	City Council Awarded	Date

CITY OF MELBOURNE COUNCIL AGENDA ITEM [Continued]

Consent Agenda Procurement Division

Agenda Date: January 10, 2017

Subject:	Award Contract for Small Generator (<350KW) Preventative Maintenance & Repair Services ITB-08-085-0-2016/KS	ITEM: small_gen.pdf
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DISCUSSION: [Continued from Page 1]

Cost Breakdown:

	<u>Annual Major/Minor Maint.</u>	<u>Est. Optional Svcs</u>	<u>Recommended Total Estimate</u>
Police Support Services	\$ 1,415	\$4,155	\$ 5,570
Fire Operations	\$ 3,290	\$0	\$ 3,290
Water Production	\$ 1,290	\$1,955	\$ 3,245
Wastewater Collection	\$18,900	\$6,100	\$25,000
Fleet Management	\$ 455	\$0	\$ 455
Streets Management	\$ 380	\$0	\$ 380
	\$25,730	\$12,210	\$37,940

Funds for additional optional services, if needed, will be provided from each Divisions' operating budget for these services.

City of Melbourne
Small Generator (<350KW) Preventative Maintenance and Repair Services
ITB-08-085-0-2016/KS
Bid Tabulation Sheet

Company Name	Section A - Once per year Major Preventative Maintenance and Inspection Cost	Section B - Once per year Minor Preventative Maintenance and Inspection Cost	Total Bid Cost
ACF Standby Systems	\$ 54,040.00	\$ 9,570.00	\$ 63,610.00
Assurance Power Systems	\$ 20,130.00	\$ 7,590.00	\$ 27,720.00
CJ's Sales and Service of Ocala, Inc.	\$ 20,450.00	\$ 5,280.00	\$ 25,730.00
Genset Services, inc.	\$ 25,278.00	\$ 3,630.00	\$ 28,908.00
Paramount Power, Inc.	\$ 45,768.00	\$ 15,970.00	\$ 61,738.00
Ring Power Corp.*	\$ 25,860.00	\$ 12,870.00	\$ 38,730.00
TAW Power Systems	\$ 115,965.00	\$ 9,900.00	\$ 125,865.00
Zabatt Power Systems	\$ 20,360.00	\$ 6,468.00	\$ 26,828.00

*Exceptions to Standard Terms and Conditions of Purchase Agreement - Services were noted on Ring Power's bid. Exceptions will not be accepted as they were not received in the Procurement office by the deadline for questions/clarification of 9/15/16 (noon).

RECOMMENDATION FOR AWARD (Formal Quote/Bid)

CC CM PM 10/15

This form is used to recommend award for item(s)/service(s) which is/are processed as a formal quote/bid.

To: Gregory Bunn

From: Russell Spor

Quote/Bid

Number: ITB-08-085-0-2016/KS

Requisition

Number:

Description: Small Generator Preventative Maintenance and Repair Services

BACKGROUND (Explain in detail as to need for product/service and how or where product/service will be used).

Annual contract to keep units in working order
Covers the three PD generators

RECOMMENDED BIDDER/VENDOR (If other than lowest bidder, provide detailed justification).

CJ's Sales and services of Ocala, Inc.
132 NE 17th place
Ocala Florida 34470

COST/ACCOUNT INFORMATION

Total Cost: \$5570.0

Budgeted Amt: ^{OK} 5600 -MSK

Account Number(s)

\$ Amount

44000521-534000

\$5570.0

IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?

ADDITIONAL REMARKS

Preparer Signature:

Russell Spor

Date: 12/16/2016

Department Director Signature:

[Signature]

Date: 12/16/16

RECOMMENDATION FOR AWARD (Formal Quote/Bid)

CC CM PM 10/15

This form is used to recommend award for item(s)/service(s) which is/are processed as a formal quote/bid.

To: Gregory Bunn, Procurement & Contracts Mgr.

From: Marty Rethwisch

Quote/Bid Number: ITB-08-085-0-2016/KS

Requisition Number:

Description:

Generator Preventive Maintenance

BACKGROUND (Explain in detail as to need for product/service and how or where product/service will be used).

Fire Department generators require bi-annual preventive maintenance. The department has eight (8) generators needing one (1) major maintenance and one (1) minor maintenance each year.

RECOMMENDED BIDDER/VENDOR (If other than lowest bidder, provide detailed justification).

CJ's Sales & Services of Ocala, Inc.

COST/ACCOUNT INFORMATION

Total Cost: \$3290

Budgeted Amt: \$3612

Account Number(s)

\$ Amount

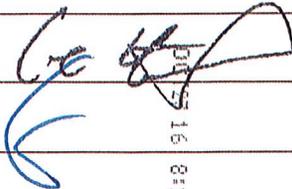
53000522-546050

\$3290

IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?

ADDITIONAL REMARKS

Preparer Signature:



Date: 10/26/16

Department Director Signature:

Date: 10/26/16

10/26/16 8:29AM

NOV 16 11:57AM

RECOMMENDATION FOR AWARD (Formal Quote/Bid)		CC CM PM 10/15
<i>This form is used to recommend award for item(s)/service(s) which is/are processed as a formal quote/bid.</i>		
To: Greg Bunn, Procurement Manager	From: Fred Davis, Water Production Superintendent	
Quote/Bid Number: ITB-08-085-0-2016/KS	Requisition Number:	
Description: Small Generator Preventative Maintenance and Repair Services		
BACKGROUND (Explain in detail as to need for product/service and how or where product/service will be used).		
<p>The Water Production Division participated in a bid process for the subject services, along with other divisions within the City in order to secure a new contract that will ensure preventive maintenance and repairs are completed on the City's small (350 KW or less) stationary and portable generators as recommended by the original equipment manufacturer.</p>		
RECOMMENDED BIDDER/VENDOR (If other than lowest bidder, provide detailed justification).		
<p>Procurement received eight bids for the subject services. CJ's Sales Services of Ocala Inc. submitted the lowest bid at \$25,730.00. The highest bid was from TAW Power Systems at \$125,865.00. Two generators will be serviced at Water Production for a total annual cost of \$3,245.00</p> <p>CJ's Sales and Services meets the required bid specification. Therefore, CJ's Sales and Services is recommended for the bid award. Water Production budgeted for subject services and sufficient funding is available in Other Contract Services.</p>		
COST/ACCOUNT INFORMATION	Total Cost: \$3,245.00	Budgeted Amt: \$46,380.00 <i>not</i>
<u>Account Number(s)</u> 62100533-534000	<u>\$ Amount</u> \$3,245.00	
IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?		
ADDITIONAL REMARKS		
Preparer Signature:	<i>F. Davis</i>	Date: <i>11/18/16</i>
Department Director Signature:	<i>Ralph E. Kuzelso</i>	Date: <i>11.18.16</i>

RECOMMENDATION FOR AWARD (Formal Quote/Bid)		CC	CM	PM	10/15
This form is used to recommend <u>award</u> for item(s)/service(s) which is/are processed as a formal quote/bid.					
To: Gregory Bunn, Procurement Manager.			From: Mike Brink, Utility Operations Superintendent		
Quote/Bid Number: ITB-08-085-0-2016/KS			Requisition Number:		
Description: Small Generator Preventative Maintenance & Repair Services					
BACKGROUND (Explain in detail as to need for product/service and how or where product/service will be used).					
Maintenance & Repair of all small emergency generators located at lift stations throughout the City and for Public Works & Utilities Operations facilities.					
RECOMMENDED BIDDER/VENDOR (If other than lowest bidder, provide detailed justification).					
CJ's Sales and Service of Ocala, Inc.					
COST/ACCOUNT INFORMATION		Total Cost: 25,000		Budgeted Amt: 25,000 <i>MSK</i>	
<u>Account Number(s)</u>		<u>\$ Amount</u>			
63000535-546050		25,000			
IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?					
ADDITIONAL REMARKS					
Preparer Signature:			<i>Mike Brink</i>		Date: 12/19/16
Department Director Signature:			<i>Ralph E. Ruzickiewicz</i>		Date: 12.19.16

RECOMMENDATION FOR AWARD (Formal Quote/Bid)

CC CM PM 10/15

This form is used to recommend award for item(s)/service(s) which is/are processed as a formal quote/bid.

To: Gregory Bunn, Procurement & Contracts Mgr.

From: Ernest Hutman, Fleet Manager

Quote/Bid Number: ITB-08-085-0-2016/KS

Requisition Number: 1451

Description

Small Generator Preventative Maintenance and Repair Services (ITB-08-085-0-2016/KS)

BACKGROUND (Explain in detail as to need for product/service and how or where product/service will be used).

The contract to provide small generator maintenance and repair services was solicited as the previous contract expires December 29, 2016. The bid opened October 20, 2016 and Procurement received (8) responses per the attached tabulation sheet. CJ's Sales and Services of Ocala submitted the lowest bid cost at \$25,730

Fleet Management has (1) generator under this contract.

RECOMMENDED BIDDER/VENDOR (If other than lowest bidder, provide detailed justification).

CJ Sales and Services of Ocala, FL

COST/ACCOUNT INFORMATION

Total Cost: \$455.00

Budgeted Amt: N/A

Account Number(s)
14000519-534000

\$ Amount
\$ 455.00

OK - MSK

IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?

ADDITIONAL REMARKS

Preparer Signature:

Ernest Hutman

Date: 12/1/16

Department Director Signature:

[Signature]

Date: 12/1/16

DEC 5 16 3:44 PM

This form is used to recommend award for item(s)/service(s) which is/are processed as a formal quote/bid.

To: Gregory Bunn, Procurement Manager	From: Billy Williams, Streets/Stormwater Mgmt. Supt.
--	---

Quote/Bid Number: ITB-08-085-0-2016/KS	Requisition Number:
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Description:
Small Generator Preventative Maintenance and Repair Services (ITB-08-085-0-2016/KS)

BACKGROUND *(Explain in detail as to need for product/service and how or where product/service will be used).*

The contract to provide small generator maintenance and repair services was solicited as the previous contract expires December 29, 2016. The bid opened October 20, 2016 and Procurement received (8) responses per the attached tabulation sheet. CJ's Sales Services of Ocala submitted the lowest bid cost at \$25,730.

Streets and Stormwater has (1) generator under this contract.

RECOMMENDED BIDDER/VENDOR *(If other than lowest bidder, provide detailed justification).*

CJ's Sales and Services of Ocala, FL

COST/ACCOUNT INFORMATION	Total Cost: \$ 380.00	Budgeted Amt: \$1000.00 <i>not</i>
---------------------------------	-----------------------	------------------------------------

<u>Account Number(s)</u>	<u>\$ Amount</u>
64500541 – 534000	\$380.00

IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?

ADDITIONAL REMARKS

Preparer Signature:	<i>[Signature]</i>	Date: 11/17/2016
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Department Director Signature:	<i>[Signature]</i>	Date: 11/18/16
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Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7060 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR SERVICES

SMALL GENERATOR (<350KW) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES

This PURCHASE AGREEMENT FOR SERVICES – SMALL GENERATOR (<350KW) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the CITY, and CJ's Sales and Service of Ocala, Inc. a Florida corporation, whose principal address is 132 NE 17th Place, Ocala, Florida 34470 hereinafter referred to as the CONTRACTOR.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	CONTRACTOR CONTACT:
Procurement Division Karen Smith, Buyer 2893 Harper Road Melbourne, FL 32904 karen.smith@mlbfl.org P:321-608-7091/F:321-608-7095	Water & Sewer Operations Mike Brink, Superintendent 2901 Harper Road Melbourne, FL 32904 mike.brink@mlbfl.org P: 321-608-5100/F: 321-608-5130	CJ's Sales and Service of Ocala, Inc. Darrin Jones, C.O.O. 132 NE 17 th Place Ocala, FL 34470 djones@cjspower.com P: 352-732-0271/F: 352-732-0606

This Contract consists of the following documents: (Mark "X" where applicable)

- Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 6/4/16)
 - Exhibit A1. Statement of Work
 - Exhibit A2. Performance Standards
 - Exhibit A3. Maintenance Agreement
 - Exhibit A4. Pricing Schedule
- Exhibit B: Supplemental Provisions
- Exhibit C: Federal Compliance Provisions
- Exhibit D: Bid Specifications
 - Exhibit D1: Invitation to Bid # ITB-08-085-0-2016/KS as modified by addenda (the "ITB")
 - Exhibit D2: Request for Proposal # _____ as modified by addenda (the "RFP")
 - Exhibit D3: CONTRACTOR'S Responsive Bid/Proposal dated September 23, 2016 but only to the extent responsive to City's ITB or RFP (the "Bid").

CITY may purchase and CONTRACTOR shall provide the Services (and Items incidental thereto) as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on **March 1, 2017** (the "Commencement Date"). This Contract expires on **February 28, 2018** (the "Expiration Date") and is not renewable is renewable for up to three (3) additional twelve (12) month terms.

CITY:
CITY OF MELBOURNE,
 a Florida municipal corporation

 Michael A. McNees, City Manager Date

ATTEST: _____
 Cathleen A. Wysor, City Clerk

CONTRACTOR:
CJ'S SALES AND SERVICE OF OCALA, INC.
 a Florida corporation

Darrin Jones 1-3-17

 Signature Date

Name: Darrin Jones
 Title: C.O.O.

City Use Only	
Initial Method of Procurement (mark):	Commencement Date: _____ **
<input checked="" type="checkbox"/> ITB # 08-085-0-2016/KS	** Note: But effective no earlier than last of the parties to execute
<input type="checkbox"/> RFP # _____	Expiration Date: _____
<input type="checkbox"/> Exception: _____	Renewal: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: <u>3 times</u>
	City Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONTRACTOR incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Purchase Order" is CITY's document setting forth specific Services to be rendered and Order information.
- D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.
- E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.
- F. "Commencement Date" and "Expiration Date" are defined as set forth on the first page of this Contract and shall apply to term contracts.

2. TERM OF AGREEMENT

The term of this Contract shall begin on the Effective Date, and continue to the Expiration Date. The Effective Date of this Contract shall be the date of the last of the parties to sign.

3. PRICING

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein.
- B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.
- C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.
- D. All Applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONTRACTOR shall be stated separately on CONTRACTOR's invoice and borne by CONTRACTOR. In the event that CITY is prohibited by law from remitting payments to the CONTRACTOR unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONTRACTOR. CITY shall not reimburse CONTRACTOR for the amount of such taxes withheld.
- E. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.
- F. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.

- G. CITY reserves the right to have CONTRACTOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon CONTRACTOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONTRACTOR is found to not be complying with this Contract in any way, CONTRACTOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONTRACTOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in the contract shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Seller must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. CONTRACTOR shall be responsible for and hold the CITY harmless for any and all payments to CONTRACTOR's vendors or subcontractors utilized in the performance of the Services.
- C. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- D. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- E. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- F. No payments shall be made in advance of acceptance of services not covered under this Contract nor for Services not acceptable to CITY.
- G. CONTRACTOR agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- H. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

- 5. **NON-APPROPRIATION** - All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Contract, shall not be exclusive. The CITY reserves the right to

competitively bid any Services from another provider when it is in the best interest of CITY.

7. TERMINATION

- A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- B. CITY may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to CONTRACTOR but without an opportunity to cure if CITY determines CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONTRACTOR but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONTRACTOR's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
- I. There shall be no charges for termination of orders for Services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could reasonably have avoided.
- J. Notwithstanding anything else in this Contract, failure to meet the performance date(s) in this Contract shall be considered a material breach of contract and shall allow CITY to terminate the order for the Services and/or any subsequent Orders in the Purchase Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONTRACTOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONTRACTOR shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.

- B. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Contract until such Services are specified in an issued Purchase Order.
- D. CONTRACTOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Contract.

10. WARRANTY

- A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1 and the performance standards stated in Exhibit A2. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Item, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:
 - (i) Items will not infringe any party's intellectual property rights;
 - (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
 - (iii) Items are new, and of the grade and quality specified;
 - (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
 - (v) Items conform to the manufacturing quality provisions set forth in Exhibit A2.
- C. If CONTRACTOR breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, CONTRACTOR shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. INDEPENDENT CONTRACTOR

In performing Services under this Contract, CONTRACTOR is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONTRACTOR will be solely responsible for determining the means and methods for performing the required Services. CONTRACTOR shall have complete charge and responsibility for personnel employed by CONTRACTOR; however, the CITY reserves the right to instruct CONTRACTOR to remove from the CITY's premises immediately any of CONTRACTOR's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONTRACTOR's obligation to provide Services under this Contract.

12. SECURITY

CONTRACTOR confirms that employees of CONTRACTOR

performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONTRACTOR understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONTRACTOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONTRACTOR's expense; and (v) be shipped to CITY promptly on demand.
- B. CONTRACTOR shall insure CITY's personal property and be liable for loss or damage while in CONTRACTOR's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONTRACTOR hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONTRACTOR arising out of or utilized by the CONTRACTOR in the performance of this Contract and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONTRACTOR waives all rights of attribution and integrity for specific works created by CONTRACTOR under this Contract.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONTRACTOR's Services. If an injunction issues as a result of any such claim or action, CONTRACTOR agrees at CONTRACTOR's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONTRACTOR or for any Item destroyed and for Services connected therewith.

16. GENERAL INDEMNIFICATION

CONTRACTOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Items. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

17. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the

course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.

- B. CONTRACTOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
- E. CONTRACTOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months.
- F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Subject to *Odebrecht Construction, Inc., v. Prasad and Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, this sub-paragraph applies to any contract for Services and Items of \$1 million or more. CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised. CITY may terminate this Contract at the CITY's option if CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of § 287.135, Fla. Stat., as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in §287.135, Fla. Stat., as may be amended or revised.
- H. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- I. Failure to comply with this Paragraph shall be considered a breach of contract.
- ### 18. RETENTION AND AUDIT
- A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla.

Stat..

- B. The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
- (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
- (1) Keep and maintain public records required by the CITY to perform the Services.
 - (2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
 - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
 - (4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the Service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- (ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
- (iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between the CITY and CONTRACTOR with respect to the subject matter hereof and merges and supersedes all prior and

contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

- B. CONTRACTOR shall not substitute the Items.
- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
 - Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
 - Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
 - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.
- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.
- G. Notwithstanding anything else contained in this Contract, CITY and CONTRACTOR specifically agree that failure to perform certain obligations undertaken in connection with this Contract would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONTRACTOR's failure to complete performance of the Services called for in this Contract or on any project Ordered under this Contract, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Contract between the parties, the decision of the CITY of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. CITY may cancel this Contract for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by CONTRACTOR and CITY and subject to with the same degree of formality evidenced in this Contract. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to CONTRACTOR extending the pricing, terms and conditions of this Contract to other governmental entities at the discretion of CONTRACTOR.

23. APPLICABLE LAW

This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Contract shall be filed in Brevard County, Florida.

24. HEADINGS

The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (General Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20(Disputes), 23

(Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Product Description and Statement of Work), Exhibit A2 (Performance Standards), Exhibit A3 (Maintenance Agreement except for Technical Support which expires or terminates), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Contract.

26. TIME

Time is of the essence in the performance of this Contract.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

**City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org**

EXHIBIT A1
STATEMENT OF WORK

CONTRACTOR shall provide annual small generator maintenance and repair services and all equipment, supplies, transportation, and personnel necessary (and items incidental thereto) as set forth herein, and in compliance with the Performance Standards of Exhibit A2.

1. RECURRING SERVICES:

CONTRACTOR shall provide routine annual major and minor preventative maintenance for backup generators, associated switchgear, fuel delivery systems and associated components including fuel storage tanks for equipment and locations listed in Exhibit A4.

A. Minor Preventative Maintenance and Inspections (Annually):

CONTRACTOR shall provide minor equipment maintenance and inspection services at all designated locations in accordance with CITY approved maintenance schedules. Testing and adjusting of the equipment shall be performed on-site. Services to be performed on all equipment, systems or components include, but are not limited to, the following:

1. Review equipment operation log with CITY personnel.
2. Inspect fuel priming systems.
3. Check fuel day tank float operation. Check fuel day tank manual and electric pump operations.
4. Inspect water hoses and belts for pliability and replace if necessary.
5. Inspect radiators. Check coolant level (add if needed).
6. Pressure-test cooling system.
7. Lubricate power generator bearings.
8. Clean and check starting batteries, add water, and clean battery connections. Measure voltage of individual battery cells to confirm integrity of each unit.
9. Check alternator and constavolt charger for output.
10. Inspect and clean crankcase vent system.
11. Tighten all external nuts, bolts, clamps and inspect for oil leaks.
12. Test automatic engine start/stop controls and system timers.
13. Check, adjust, and fine-tune electronic governor system.
14. Check and test exhaust back pressure and crankcase pressure.
15. Check operation of all panel meters, switches and warning lights.
16. Check the temperature and resistance of the engine block heater.
17. Test emergency transfer switch operation and system timers. Inspect mechanical contacts in transfer switch, noting deficiencies of any kind.
18. Test emergency shutdown and proper operation of the alarm systems.
19. Check remote annunciator/SCADA in coordination with CITY personnel.
20. Submittals: Provide to appropriate CITY staff written reports, documentation, and logs each time a generator is serviced and shall contain the names and signatures of attending technicians, recommended repairs, etc.

B. Major Preventative Maintenance and Inspections (Annually)

CONTRACTOR shall perform major equipment maintenance and inspection services at all designated locations in accordance with CITY approved maintenance schedules. Testing and adjustments of the equipment will be performed on-site. Services to be performed on all equipment, systems or components include, but are not limited to, the following:

1. Review equipment operation log with CITY personnel.
2. Utilize a centrifugal fuel polishing process to remove water, sediment, non-combustible particulate matter and microbial contamination below levels stated in ASTM D975 (Standard Specification for Diesel Fuel Oils) while re-suspending combustible particulate matter to maintain ASTM standards for BTU value, lubricity and cetane. Alternate fuel polishing equipment (other than centrifugal) utilized shall meet or exceed the ASTM D975 test standard.
3. Check fuel day tank float operation. Check fuel day tank manual and electric pump operations.
4. CONTRACTOR shall have fuel testing, per engine manufacturer recommendations, performed by an independent third party laboratory (certified ASTM # ISO #) as follows:
 - a) Fuel test day-tanks using test approved by ASTM and NFPA 110 standards. Copy of the results shall be provided to the CITY.
 - b) Fuel test main fuel storage tanks using test approved by ASTM and NFPA 110 standards. Copy of the results shall be provided to CITY.
5. Inspect water hoses and belts for pliability. Replacement shall be performed upon CITY approval under Section B of the contract – General Repair/Replacement.
6. Inspect radiators. Check coolant level and add coolant as needed.
7. Pressure-test cooling system.
8. Lubricate power generator bearings.
9. Clean and check starting batteries, add water, and clean battery connections. Measure voltage of individual battery cells to confirm integrity of each unit.
10. Check alternator and constavolt charger for output.
11. Inspect and clean crankcase vent system.
12. Tighten all external nuts, bolts, clamps and inspect for oil leaks.
13. Test automatic engine start/stop controls and system timers.
14. Check, adjust, and fine-tune electronic governor system.
15. Check and test exhaust back pressure and crankcase pressure.
16. Check operation of all panel meters, switches and warning lights.
17. Check the temperature and resistance of the engine block heater.
18. Test emergency transfer switch operation and system timers. Inspect mechanical contacts in transfer switch, noting deficiencies of any kind.
19. Test emergency shutdown and proper operation of the alarm systems.
20. Check remote annunciator/SCADA in coordination with CITY personnel.

21. Drain engine lube oil and replenish with oil that meets or exceeds manufacturer specification and recommendations.
22. Remove and replace lube oil filters.
23. Remove and replace engine fuel oil filters.
24. Remove, disassemble, clean and replace separator filters.
25. Obtain lube oil, fuel, and coolant system samples (coolant must meet OEM specifications) for analysis (per industry standards) from an independent third party laboratory (certified ASTM # ISO #).

Submit to the CITY the oil, fuel and coolant analysis results with invoice for major services.
26. Submittals: Provide to appropriate CITY staff written reports, documentation, fuel testing and other pertinent information resulting from inspection, each time a generator is inspected. This documentation shall contain the names and signatures of attending technicians, date of service, time in/time out, recommended repairs, etc.

2. OPTIONAL SERVICES

CONTRACTOR shall provide fuel tank cleaning, non-emergency/emergency repair services, and load bank testing on an as-needed basis.

A. Diesel Fuel Tank Cleaning

CONTRACTOR shall perform diesel fuel tank cleaning on an as-needed basis dependent on a final review of fuel quality test results and CITY approval (CONTRACTOR shall provide testing/laboratory report along with inspection report). Services to be performed include, but are not limited to, the following:

1. Perform cleaning method that results in fuel filtered to 5 micron particulate level and water removal.
2. Capture, contain, store, transport and lawfully dispose of all fuel/water contaminants generated from performing the job.
3. Provide Non-Hazardous Waste Manifest.
4. Chemically treat fuel with appropriate inhibitor.
5. Submit field report and tag tank(s) with notation of job performed and condition of fuel and covered equipment.
6. CONTRACTOR shall, at CITY'S request, provide a second sample report to verify tank and fuel are free from contaminates. This report shall be at no additional cost to the CITY.

B. General Non-Emergency Repair/Replacement:

CONTRACTOR shall perform nonemergency repair or replacement of parts for the generators or associated equipment as approved by the CITY. Before any such work commences, the CITY shall provide CONTRACTOR with a purchase order and work schedule.

Submittals - Upon completion of all general repair/replacement and services, CONTRACTOR shall submit written reports or copies of work orders for all services performed and parts repaired or replaced. The reports shall include technician name, date of service, generator unit number, time in, time out, time on-site, time in transit and an itemized list of parts and materials used during the repair.

C. Emergency Repair/Replacement:

1. CONTRACTOR shall perform emergency repair of the generators or associated equipment as approved by the CITY. Purchase order requirements may be waived at the discretion of the Public Works and Utilities Director or designee.
2. CONTRACTOR shall respond (arrive on site) and begin work emergency repair/replacement services within two (2) hours from time of notification by the CITY.
3. Submittals - Upon completion of all emergency repair/replacement and services, CONTRACTOR shall submit written reports or copies of work orders on all services performed and parts repaired or replaced. The reports shall include technician name, date of service, generator unit number, time in, time out, time on-site, time in transit and an itemized list of parts and materials used during the repair.

D. LoadBank Testing

1. Load bank tests shall be conducted on generators on an as-needed basis and at the discretion of the CITY. Load bank testing services shall include:
 - a) Load bank (resistive) test for each generator under variable full-rated load for at least four (4) hours.
 - b) A record of all operating systems of the alternator and the engine during the load bank test at fifteen (15) minute intervals.
 - c) Generators shall be load banked to 80% of nameplate rating.
 - d) Complete written report:

Load Bank Report – CONTRACTOR shall submit a load bank report of all testing performed no later than fifteen (15) business days after the load bank test is completed. The report shall include technician name, date of service, generator unit number, and itemized test readings at fifteen (15) minute intervals. CONTRACTOR shall also include recommendations for any additional work or repairs needed for each unit serviced.

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EXHIBIT A2
PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Statement of Work attached and incorporated as Exhibit A1 to the Contract, all Services (and Items incidental thereto) and work provided by the CONTRACTOR shall conform to the following:

1. General Requirements

- A. CONTRACTOR shall perform all maintenance and inspection services in accordance to NFPA (National Fire Protection Association) 110, Standard for Emergency and Standby Power Systems, effective February 2016 and shall be updated as new standards become available.
- B. CONTRACTOR shall comply with all Federal, State and local laws, regulations, ordinances for disposal of hazardous materials.
- C. In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the CITY, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the CONTRACTOR shall promptly give to the CITY written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby.
- D. CONTRACTOR shall be responsible for removal and proper disposal of all fluids filters, replaced parts, etc. Disposal shall be in accordance with industry standards, federal, state, and local laws.
- E. CONTRACTOR shall remove all unusable materials and debris from the work areas at the end of each workday, and dispose of in an appropriate manner. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been performed.
- F. Invoicing –

CONTRACTOR shall attach to their submitted invoices, as applicable, copies of all associated parts and materials invoices, and oil, fuel, and coolant analysis results for major services performed. The service invoices shall itemize all labor including number of hours worked, contract rate per hour, and total labor cost. Overnight and/or airfreight charges shall be billed at actual cost. The CITY shall not process invoices for payment without required supporting documentation attached.
- G. The CITY shall not allow subcontractor(s) to perform routine work under this contract with the following exception:

The CITY may consider a reasonable written request from the CONTRACTOR to subcontract for specialty services or repairs. Requests will be evaluated on a case-by-case basis, and if acceptable to the CITY, will be approved in writing via formal amendment to the contract.

2. Parts and Equipment

- A. All replacement and repair parts (including oil, fuel, or water separator filters) shall be new, genuine, original, and approved by the manufacturer for their intended purpose, unless otherwise approved by the CITY. Aftermarket filters used in major preventative services shall provide the same protection as OEM filters.
- B. Markup on OEM and non-OEM parts and materials shall NOT exceed 15% of actual cost.
- C. The CITY reserves the right to add or remove any equipment under this contract via formal, written contract amendment at least 30 calendars days prior to addition or removal of equipment.
- D. The CITY reserves the right to transfer, without prior notice to the CONTRACTOR, any piece of equipment from one location to another.
- E. CONTRACTOR shall provide services on additional or new equipment, of the same make and model, at the same rate or less as the unit/category price under this contract.
- F. CONTRACTOR shall provide services on any additional piece of equipment of a different make, model, or manufacturer at the same rate or less of equivalent equipment listed under this contract.
- G. CONTRACTOR shall, under no circumstances, remove any equipment containing a CITY asset control sticker without CITY authorized permission. CONTRACTOR shall request that, when replacing equipment, the property sticker be removed by appropriate CITY staff authorized to adjust equipment inventory records.
- H. WARRANTY – CONTRACTOR shall honor all applicable manufacturer warranties on parts/equipment supplied by CONTRACTOR. All work performed by CONTRACTOR shall be warrantied for a minimum of one (1) year from final acceptance by the CITY. The CITY shall, following discovery of faulty materials, equipment, or workmanship within the period of warranty, give notice to the CONTRACTOR of discovered warranty issues. CONTRACTOR shall promptly replace any part/equipment and correct any work deemed to be faulty by the CITY.

3. Scheduling

- A. CONTRACTOR shall, prior to commencement of services, contact appropriate CITY staff for facility access procedures and to schedule all general repair and maintenance services.
- B. CONTRACTOR shall perform services during normal working hours unless otherwise approved by the CITY. Normal work hours for CITY personnel are Monday through Friday, 7:30 a.m. – 4:00 p.m., excluding CITY observed holidays.
- C. CONTRACTOR shall be expected to perform initial major preventative maintenance and inspection services within seven (7) business days from contract effective date or as otherwise scheduled by the CITY. These services shall be completed within six (6) weeks from start of work.

- D. Upon completion of major preventative maintenance and inspections CONTRACTOR shall schedule minor preventative maintenance and inspection services with appropriate CITY staff.
 - E. At the beginning of each subsequent contract term, CONTRACTOR shall provide a schedule to appropriate CITY staff to approve minor and major preventative maintenance schedules to be performed during the next contract year. The schedule shall be submitted no later than thirty (30) business days after the start of the contract year and/or renewal period. It is the responsibility of the CITY to notify the Contractor, in writing, of any changes it wishes to make to the approved schedule.
 - o Major preventative maintenance services will be scheduled between December 1st and May 31st of each contract year.
 - o Minor preventative maintenance services shall be scheduled between June 1st and November 30th of each contract year.
 - F. All after work hour services shall be scheduled and approved by appropriate CITY staff prior to the commencement of work. Once approved, CONTRACTOR personnel shall be escorted onto site by appropriate CITY staff.
 - G. CONTRACTOR shall, upon commencement of a service, complete the service within 48 hours, unless otherwise approved by the CITY.
 - H. CONTRACTOR shall provide emergency services 24 hours per day, 7 days per week as requested by the CITY.
4. Personnel
- A. CONTRACTOR personnel performing services under this contract shall arrive at job site(s) in a vehicle with the CONTRACTOR's name and telephone number prominently displayed.
 - B. CONTRACTOR personnel performing services under this contract shall at all times possess and carry a valid vehicle operator license, the class of which shall be appropriate for the vehicle operated and in accordance with State of Florida law.
 - C. CONTRACTOR personnel performing services under this contract shall arrive at the job site wearing an identification badge and a uniform-type shirt that, at a minimum, displays the CONTRACTOR name and employee name.
 - D. CONTRACTOR personnel performing services under this contract shall conduct themselves in a professional and safe manner. If the CITY reasonably rejects CONTRACTOR personnel or subcontractor personnel (as applicable), the CONTRACTOR must provide replacement personnel satisfactory to the CITY in a timely manner and at no additional cost to the CITY.
5. Site Access/Security/Safety Training
- A. CONTRACTOR shall provide to appropriate CITY staff the identity of all CONTRACTOR personnel, or subcontractor personnel (if applicable), to perform work under this contract prior to the commencement of work. CONTRACTOR shall fax a copy of a picture ID providing the name and physical descriptive information of any and all personnel to be on-site prior to arrival. Upon arrival at CITY facilities, CONTRACTOR personnel shall be required to present his/her picture ID to CITY personnel as a comparison against the

information provided by the CONTRACTOR. Only individual(s) identified by the CONTRACTOR and verified by CITY personnel shall be authorized to enter Water Production or Wastewater Treatment facilities.

- B. Prior to start of any work at Water Production sites, CONTRACTOR personnel, or subcontractor personnel if applicable, shall be required to receive site specific safety training (i.e., check in/out procedures, emergency egress procedures, site familiarization, etc.) provided by CITY Water Production staff.
- C. CONTRACTOR personnel, and subcontractor personnel if applicable, shall follow appropriate CITY check-in/out policies and procedures provided by the CITY to CONTRACTOR for each site. Failure to do so may result in termination of Contract.

6. Emergency/Disaster Conditions

CONTRACTOR shall provide contract services to the CITY on a "first priority basis" prior to, during, and after a public emergency, disaster, hurricane, flood, or other acts of God.

7. Non-Compliance

CONTRACTOR shall maintain compliance with the following performance measures:

- A. CONTRACTOR shall complete one hundred percent (100%) of all required minor/major preventative maintenance/inspections services, loadbank testing and fuel tank cleaning services within fifteen (15) business days of scheduled service dates established by the CITY. Should CONTRACTOR fail to meet this requirement, the CITY reserves the right to deduct ten percent (10%) of total invoice from payment for each calendar day in excess of the fifteen (15) day requirement. By execution of this contract, CONTRACTOR hereby acknowledges and agrees that its performance under the contract shall meet the performance measures set forth above.
- B. CONTRACTOR shall advise the appropriate CITY staff, in writing, of any extenuating circumstances that will prohibit the CONTRACTOR from meeting the above outlined performance measures. The CITY may consider this information prior to implementing the above action. Failure to achieve stated performance measures shall be considered breach of contract and may result in termination of the contract.
- C. In the event CONTRACTOR fails to perform required services, the CITY may utilize an independent contractor to perform said services and any additional cost for the service (including parts) that exceeds contract pricing shall be charged to the CONTRACTOR. This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this contract.

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EXHIBIT A4
PRICING SCHEDULE

CONTRACTOR shall provide Small Generator Maintenance Services (including related items) for the unit prices stated below:

EQUIPMENT DESCRIPTION											Annual Services		Optional Services	
Item	Fleet ID	Size	Mfr	Model	Serial No.	Year	Fuel Tank size (Gal)	Facility	Address	Dept	Major Preventative Maintenance Cost per Visit	Minor Preventative Maintenance Cost per Visit	Fuel Tank Cleaning - Per Service	Load Bank Test (Resistive) Per Test
1	0083G	265 KW	Detroit Diesel	250DSE	776092	2004	500	Police Dept.	701 S. Babcock St	Facility Mgt	\$425.00	\$80.00	\$650.00	\$400.00
2	5010G	125 KW	Detroit Diesel	1250560	382299	2000	295	Police Dept.	701 S. Babcock St	Facility Mgt	\$350.00	\$80.00	\$400.00	\$400.00
3	0087E	200 KW	Caterpillar	3208	RH9986-BK04911	1997	1000	Police Dept.	650 N. Apollo Blvd	Facility Mgt	\$400.00	\$80.00	\$1,200.00	\$400.00
4	1101STG	100KW	Detroit Diesel	100DSEJB	2064676	2006	250	Fire Station 71	865 W. Eau Gallie Blvd	FD	\$350.00	\$80.00	\$400.00	\$400.00
5	1102STG	60KW	Detroit Diesel	60DSEJB	2063260	2006	150	Fire Station 72	2937 Sarno Rd	FD	\$300.00	\$80.00	\$275.00	\$400.00
6	1103STG	180KW	Detroit Diesel	180DSEJB	2110823	2006	350	Fire Station 73	1530 Tower Access Rd	FD	\$400.00	\$80.00	\$350.00	\$400.00
7	1104STG	110KW	Detroit Diesel	100DSEJB	782192	2004	400	Fire Station 74	1500 Hickory St	FD	\$350.00	\$80.00	\$400.00	\$400.00
8	1105STG	60KW	Detroit Diesel	60DSEJB	2121219	2006	150	Fire Station 75	151 E. University Blvd	FD	\$300.00	\$80.00	\$275.00	\$400.00
9	1106STG	60KW	Detroit Diesel	60DSEJB	2066096	2006	150	Fire Station 76	2470 Croton Rd	FD	\$300.00	\$80.00	\$275.00	\$400.00
10	1107STG	125KW	Detroit Diesel	125DSEJB	2108414	2006	350	Fire Station 77	3721 N. Wickham Rd	FD	\$350.00	\$80.00	\$525.00	\$400.00
11	1108STG	60KW	Detroit Diesel	60DSEJB	21329806	2006	350	Fire Station 78	151 Eber Rd	FD	\$300.00	\$80.00	\$525.00	\$400.00
12	5840E	150KW	Caterpillar	1W7200	6JA01510	1986	250	Fleet Mgt	2901 Harper Rd.	Fleet Mgt	\$375.00	\$80.00	\$400.00	\$400.00
13	4410G	60 KW	Caterpillar	3114-1989	5NF00909	1989	500	Streets Mgt	2895 Harper Rd	Streets Dept	\$300.00	\$80.00	\$650.00	\$400.00

14	8060E	30KW	Detroit Diesel	30SEJB	2073504		2000	Surface Water Treatment Plant (on standby)	6055 Lake Washington Rd	WP	\$275.00	\$80.00	\$1,650.00	\$400.00
15	8190E	125KW	Spectrum	125D560	603469	1999	50	Surface Water Treatment Plant N. Raw Water Pump Station	6055 Lake Washington Rd	WP	\$350.00	\$80.00	\$150.00	\$400.00
16	8050E	250KW	Onan	250DFBE	F910400262	1996	1000	Canova Booster Station	930 Wallace Ave	WP	\$425.00	\$80.00	\$1,200.00	\$400.00
17	GEN#04	60KW	Detroit Diesel	60DS60	U788675C	1997	250	Water Distribution	2891 Harper Rd	WWC	\$300.00	\$80.00	\$400.00	\$400.00
18	GEN#06	150KW	Detroit Diesel	150SEJB	777117	2003	420	Utilities Ops.	2891 Harper Rd	WWC	\$375.00	\$80.00	\$525.00	\$400.00
19	GEN#07	30KW	Detroit Diesel	30DSJ	CD4039D402137	2001	250	Utilities Admin.	2885 Harper Rd	WWC	\$275.00	\$80.00	\$400.00	\$400.00
20	GEN#09	60KW	Detroit Diesel	60DS60	U788685C	1997	250	Wastewater	2889 Harper Rd	WWC	\$300.00	\$80.00	\$400.00	\$400.00
21	GEN#10	125KW	Magnetec	6076TF-00	RG6076T201458	1997	500	Lift Station #4	1360 Pineapple Ave	WWC	\$325.00	\$80.00	\$600.00	\$400.00
22	GEN#11	30KW	Detroit Diesel	30DSEJB	2054727	2006	160	Lift Station #6	1622 Croton Rd.	WWC	\$275.00	\$80.00	\$275.00	\$400.00
23	GEN#12	30KW	Detroit Diesel			2014	150	Lift Station #12	3702 N. Harbor City Blvd.	WWC	\$275.00	\$80.00	\$275.00	\$400.00
24	GEN#1019	150KW	Detroit Diesel	150SEJB	776512	2002	250	Lift Station #7	1820 Cedarwood Dr	WWC	\$375.00	\$80.00	\$400.00	\$400.00
25	GEN#1019 A	60KW	Detroit Diesel	60DSJ	699535	2002	250	Lift Station #9	660 Laurie St.	WWC	\$300.00	\$80.00	\$400.00	\$400.00
26	GEN#1019 B	100KW	Detroit Diesel	100D8EJB	2068558	2006	680	Lift Station #10	976 Bell St	WWC	\$350.00	\$80.00	\$775.00	\$400.00
27	GEN#1019 C	60KW	Detroit Diesel	60DSEJB	2121222	2008	150	Lift Station #11	410 Young St.	WWC	\$300.00	\$80.00	\$275.00	\$400.00
28	GEN#13	30KW	Tradewinds	TJ30-UL-FS	763880W	2012	150	Lift Station #13	132 S. Wickham Rd.	WWC	\$275.00	\$80.00	\$275.00	\$400.00
29	GEN#14	60KW	Detroit Diesel	60SSJJ6DT 2	176794-1-3-0708	2008	150	Lift Station #14	3273 Elm Terr	WWC	\$300.00	\$80.00	\$275.00	\$400.00

30	GEN#15	125KW	Magnetec	6076TF-00	RG6076T195051	1997	500	Lift Station #15	2301 Sarno Rd	WWC	\$350.00	\$80.00	\$650.00	\$400.00
31	GEN#18	30KW	Tradewinds	TJ30-UL-FS	763239W	2012	150	Lift Station #18	1351 Palmwood Dr.	WWC	\$275.00	\$80.00	\$275.00	\$400.00
32	GEN#20	30KW	Tradewinds	TJ30-UL-FS	755653V	2012	150	Lift Station #20	2095 Avocado Ave.	WWC	\$275.00	\$80.00	\$400.00	\$400.00
33	GEN#21	30KW	Detroit Diesel	30DSJ	CD4039D402098	2001	250	Lift Station #21	2368 Pineapple Ave	WWC	\$275.00	\$80.00	\$650.00	\$400.00
34	GEN#23	250KW	Tradewinds	TJ250E	RG6090L099974	2013	500	Lift Station #23	1371 W. Eau Gallie Blvd	WWC	\$425.00	\$80.00	\$525.00	\$400.00
35	GEN#24	60KW	Detroit Diesel	60DSEJB	2029615	2004	350	Lift Station #24	2960 Wickham Rd.	WWC	\$300.00	\$80.00	\$275.00	\$400.00
36	GEN#26	30KW	Detroit Diesel	30DSEJB	2090340	2006	160	Lift Station #26	41 Pineapple Ave	WWC	\$275.00	\$80.00	\$275.00	\$400.00
37	GEN#28	30KW	Detroit Diesel	30DSEJB	2054729	2006	160	Lift Station #28	3788 Dairy Rd.	WWC	\$275.00	\$80.00	\$400.00	\$400.00
38	GEN#29	60KW	Detroit Diesel	30DSJ	179360-1-1-1008	2008	250	Lift Station #29	1602 Marywood Rd.	WWC	\$300.00	\$80.00	\$400.00	\$400.00
39	GEN#33	60KW	Detroit Diesel	60DS60	U83841D	1999	250	Lift Station #33	4551 W. Eau Gallie Blvd.	WWC	\$300.00	\$80.00	\$400.00	\$400.00
40	GEN#36	30KW	Spectrum		CC4B50SQ	2001	150	Lift Station #35	1060 Sarno Road	WWC	\$275.00	\$80.00	\$275.00	\$400.00
41	GEN#37	30KW	Detroit Diesel	30DSJ	CD4039D402H7	2000	250	Lift Station #36	1062 Sarno Rd	WWC	\$275.00	\$80.00	\$400.00	\$400.00
42	GEN#38	30KW	Detroit Diesel	30DSJ	CD4039D402138	2000	250	Lift Station #37	19 E. C Ave	WWC	\$275.00	\$80.00	\$400.00	\$400.00
43	GEN#39	60KW	Detroit Diesel	60DS60	U788682C	1997	250	Lift Station #38	491 E. Nasa Blvd	WWC	\$300.00	\$80.00	\$400.00	\$400.00
44	GEN#40	60KW	Detroit Diesel	30DS60	U388496D	1999	250	Lift Station #39	673 Espanola Way	WWC	\$300.00	\$80.00	\$400.00	\$400.00
45	GEN#41	30KW	Tradewinds	TJ30-UL-FS	763875W	2012	150	Lift Station #40	24 Crown Blvd	WWC	\$275.00	\$80.00	\$275.00	\$400.00
46	GEN#42	60KW	Detroit Diesel	60SSJJ6DT 2	176794-1-1-0708	2008	150	Lift Station #41	2997 Main St.	WWC	\$300.00	\$80.00	\$275.00	\$400.00
47	GEN#43	60KW	Detroit Diesel	60DSEJB	PC40457611256	2007	250	Lift Station #42	1310 Shenandoah Dr.	WWC	\$300.00	\$80.00	\$400.00	\$400.00

48	GEN#46	60KW	Detroit Diesel	60DS60	U788684C	1997	250	Lift Station #43	2007 Front St	WWC	\$300.00	\$80.00	\$400.00	\$400.00
49	GEN#48	60KW	Detroit Diesel	60DS60	U838949D	1999	250	Lift Station #46	3935 Wickham Rd	WWC	\$300.00	\$80.00	\$400.00	\$400.00
50	GEN#49	30KW	Detroit Diesel	30DSEJB	2090341	2006	160	Lift Station #48	3355 Lakeview Cir.	WWC	\$275.00	\$80.00	\$275.00	\$400.00
51	GEN#53	30KW	Detroit Diesel	30DSJ	CD4039D389308	2000	250	Lift Station #49	277 Harbor Sun Green Rd.	WWC	\$275.00	\$80.00	\$400.00	\$400.00
52	GEN#55	125KW	Magnetec	6076TF-00	RG6076T19678	1996	500	Lift Station #53	925 Benton Dr.	WWC	\$350.00	\$80.00	\$650.00	\$400.00
53	GEN#58	60KW	Detroit Diesel	60SSJJ6DT 2	176794-1-1-0708	2008	150	Lift Station #55	1233 Sarno Rd.	WWC	\$300.00	\$80.00	\$275.00	\$400.00
54	GEN#59	60KW	Detroit Diesel	60DS60	U837666D	1999	250	Lift Station #58	3449 Sparrow Ct	WWC	\$300.00	\$80.00	\$400.00	\$400.00
55	GEN#61	30KW	Detroit Diesel	30DSEJB	2090339	2006	160	Lift Station #59	1810 Lansing St.	WWC	\$275.00	\$80.00	\$275.00	\$400.00
56	GEN#65	100KW	Caterpillar	3028/SR4	29A01457	1987	250	Lift Station #61	2800 N. Wickham Rd	WWC	\$350.00	\$80.00	\$400.00	\$400.00
57	GEN#69	30KW	Detroit Diesel	30DSJ	CD4039D389299	2001	250	Lift Station #65	2110 Robinhood Dr	WWC	\$275.00	\$80.00	\$400.00	\$400.00
58	GEN#73	60KW	Detroit Diesel	60DS60	U88675C	1999	250	Lift Station #69	3101 Cedar Bay Dr.	WWC	\$300.00	\$80.00	\$400.00	\$400.00
59	GEN#74	30KW	Detroit Diesel	30D	667129	2001	250	Lift Station #73	1855 Vista Lake Cir.	WWC	\$275.00	\$80.00	\$400.00	\$400.00
60	GEN#76	30KW	Detroit Diesel	30DSEJB	2050054	2006	160	Lift Station #74	4506 Montreaux Ave.	WWC	\$275.00	\$80.00	\$275.00	\$400.00
61	GEN#77	30KW	Detroit Diesel	30DSEJB	2054727	2006	160	Lift Station #76	962 Trenthouse Dr.	WWC	\$275.00	\$80.00	\$275.00	\$400.00
62	GEN#78	30KW	Detroit Diesel	30DSEJB	2054730	2006	160	Lift Station #77	1179 Spring oak Dr.	WWC	\$275.00	\$80.00	\$275.00	\$400.00
63	GEN#82	30KW	Detroit Diesel	30DSEJB	2054728	2006	160	Lift Station #78	1596 Derby Ln.	WWC	\$275.00	\$80.00	\$275.00	\$400.00
64	GEN#84	30KW	Detroit Diesel	30DSEJB	2079811	2006	160	Lift Station #82	1697 Sienna Dr.	WWC	\$275.00	\$80.00	\$275.00	\$400.00
65	GEN#92	60KW	Detroit Diesel	60JJS6DT6	179340-1-1-1008	2008	240	Lift Station #84	4440 Preserve Dr	WWC	\$300.00	\$80.00	\$400.00	\$400.00
66	GEN#94	20KW	Tradewinds	TP20TTP	36856	2015	150	Lift Station #92	2205 Grant Place	WWC	\$275.00	\$80.00	\$275.00	\$400.00

**EXHIBIT A4
(Continued)**

OPTIONAL RATES (General & Emergency Repair/Replacement Services):		
Description	Rates	Notes
Technician - Normal Business Hours	\$80.00/Hour	(On site only. No travel time accepted)
Technician - After Normal Business Hours	\$120.00/Hour	(On site only. No travel time accepted)
Mark-Up for Non-OEM Parts/Materials (No mark-up on OEM parts)	20%	(Not to exceed)

Prior to each renewal, the CONTRACTOR may request a price increase. CONTRACTOR'S request for increase must be submitted thirty (30) calendar days prior to expiration of the current term to be considered. In any event, the term increase shall not exceed the then current Consumer Price Index (CPI) in effect at time of renewal. The Consumer Price Index shall mean the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX, ALL URBAN CONSUMERS, U.S. CITY AVERAGE, ALL ITEMS" (1982-1984=100), not seasonally adjusted, prepared by the Bureau of Labor Statistics of the U.S. Department of Labor.

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EXHIBIT B
SUPPLEMENTAL PROVISIONS

Section 1. Bid. This Contract is awarded based on CONTRACTOR'S bid responding to CITY'S ITB. CONTRACTOR represents and warrants that all information and representations contained in the bid is truthful to the best of CONTRACTOR'S knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the bid.

Section 2. Performance/Payment Bond.

Not applicable to this contract

Section 3. Notice to Parties

- A. Notice to the CITY regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the CITY Procurement Contact as identified on the cover page of this Contract. Notice and communication with the CITY regarding the Services shall be directed to the CITY Department Contact as identified on the cover page of this Contract. Payment to CITY shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONTRACTOR shall be directed to the CONTRACTOR Contact as identified on the cover page of this Contract.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

Procurement Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to the CONTRACTOR:

Name/Title	Darrin Jones/Chief Operating Officer
Company	CJ's Sales and Service of Ocala, Inc.
Address	132 NE 17 th Place
Address	Ocala, FL 34470

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 4. Insurance Requirements

4.1 CONTRACTOR shall maintain in force for the duration of the contracted period General Liability, and, if vehicles are used in the delivery of the contracted service, Auto Liability insurance coverage.

4.2 Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Workers Compensation Insurance at Statutory limits.

4.3 Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage.

4.4 All coverage for CONTRACTOR'S subcontractors shall be subject to all of the requirements stated herein.

Section 5. This Contract may be delivered and executed via facsimile or electronic mail and will be fully enforceable as such.

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EXHIBIT D1

**INVITATION TO BID
SMALL GENERATOR (<350KW) PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
ITB-08-085-0-2016/KS**

On file in Procurement Division

EXHIBIT D3

CONTRACTOR'S RESPONSIVE BID/PROPOSAL

On file in Procurement Division

CITY OF MELBOURNE COUNCIL AGENDA ITEM

Consent Agenda Procurement Division

Agenda Date: January 24, 2017



SUBJECT:	Approval for the Purchase of One Kruger Hydrocyclone Collection Box for the Actiflo Train #1 system at the Lake Washington Water Production Plant from Kruger, Inc.	ITEMS: Collection Box.pdf
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PREVIOUS RELEVANT ACTION:

There are two hydrocyclone collection box assemblies, one each installed with each train of the Actiflo treatment process. These units were installed under the Phase 1 Surface Water Treatment Plant Improvements Project in 2001. Due to the highly abrasive and acidic environment with pressurized sand spray at very low water pH, the current hydrocyclone collection boxes have exceeded their expected life span. The original manufacturer and designer, Kruger Inc., is the sole provider for replacement parts and services for the Actiflo treatment process equipment. The replacement units will be custom fabricated by Kruger, Inc to meet the original design criteria and incorporate improvements compiled since original installation in 2001.

DISCUSSION:

Kruger, Inc. is the sole engineering design proprietor of the Kruger/Actiflo system. City Code allows for sole source procurement in cases that support and justify the exception to the competitive bidding process.

Kruger Inc. has provided a quote for the Hydrocyclone Collection Box for the Actiflo Train #1 system at the Lake Washington Water Production Plant for a total cost of \$45,858.88.

There is a 1-year warranty guaranteeing the equipment's materials and craftsmanship.

The Water Production Department requests approval to purchase One (1) Kruger Hydrocyclone Collection Box, Actiflo Train # 1 for total cost of **\$45,858.88**.

SOLICITATION SUMMARY:			SOLICITATION WAIVER:		
Issue date:		# solicitations issued:		<input type="checkbox"/> "Piggyback" other entity	City Code Sec 2-576 (1)
Legal Ad date:		Pre-bid / pre-proposal date:		<input checked="" type="checkbox"/> Single source purchase	City Code Sec 2-576 (2)
Open date:		# of responses:		<input type="checkbox"/> Emergency purchase	City Code Sec 2-587

FINANCIAL:

Funding is available in Account Numbers:
62100533-564000 (Water Production-Machinery and Equipment)

REQUESTED ACTION:

Approve the purchase of one Hydrocyclone Collection Box for the Actiflo Train #1 system at the Lake Washington Water Production Plant from **Kruger Inc., of Raleigh, NC** for a total cost of **\$45,858.88**.

CONTRACT TERM:

The purchase order to be created will expire on September, 30, 2017.

Procurement Manager <i>George Bunn</i>	Date 1-12-17	Department Director <i>Robert E. Ryan</i>	Date 1.12.17
Director of Finance <i>Sandra Mangels</i>	Date 1/12/17	City Council Awarded/Approved	Date

REQUEST FOR APPROVAL (Non-Bid)

10/15

CC CM*This form is used to request approval for non-bid item(s)/service(s), which exceed(s) total cost of \$15,000***To: Greg Bunn, Procurement & Contracts Mgr.****From: Fred Davis, Water Production 62100533****Description: Replacement Hydrocyclone Collection Box, Actiflo Train #1****Requisition Number: 1640****WAIVER OF FORMAL BID/QUOTE REQUIREMENT:** Check / one box below:

- "Piggyback" other governmental entity (provide name of entity and bid number below)
- Single (sole) source purchase (provide justification below)
- Subscriptions, memberships, professional development/training (Explain need below)

Purchase per 2016-2017 Capital Outlay item #5.

REQUESTED VENDOR: Kruger Inc.
1500 Garner Rd
Raleigh, NC 27610

BACKGROUND (Explain in detail as to need for product/service and how or where product/service will be used).

There are two (2) hydrocyclone collection box assemblies, one each installed with each train of the Actiflo treatment process. These units were installed under the Phase I Surface Water Treatment Plant Improvements Project in 2001. Due to the highly abrasive and acidic environment with pressurized sand spray at very low water pH, the current hydrocyclone collection boxes have exceeded their expected life span. The original manufacturer and designer, Kruger Inc., is the sole provider for replacement parts and services for the Actiflo treatment process equipment. The replacement unit will be custom fabricated by Kruger, Inc to meet the original design criteria and incorporate improvements compiled since original installation in 2001.

This is the first of a phase two year replacement program in the Capital Outlay Budget.

VEHICLE/EQUIPMENT REPLACEMENT (Provide Number(s)).**COST/ACCOUNT INFORMATION**

Total Cost: \$45,858.88

Budgeted Amt: \$50,000 *ASK*

Account Number(s)
62100533-564000

\$ Amount
\$45,858.88

IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?

BUDGETED AMOUNT IS SUFFICIENT.

Preparer Signature:

*F. Davis*Date: *12/16/16*

Department Director Signature:

*ASK*Date: *12.19.16*

DEC 27 16 9:45 AM

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	12-14-16
TO:	Greg Bunn, Purchasing Manager
THRU:	Ralph Reigelsperger, Public Works & Utilities Director
FROM:	Fred Davis, Water Production Superintendent
Product/Service Description:	Replacement Hydrocyclone Collection Box, Actiflo Train #1 Per 2016-2017 CO #5

PART I

CHECK ONE: **FIRST APPLICATION** **RENEWAL**
SOLE SOURCE • SINGLE SOURCE • SOLE BRAND • STANDARDIZATION

It is the policy of the City of Melbourne to consistently purchase goods and services using full and open competition. The taxpayers in Melbourne are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Purchasing Division can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of City of Melbourne, appropriate justification for that course of action must be submitted to the Purchasing Division for approval in order to waive the competitive procurement process.

REQUEST FOR:	<input checked="" type="checkbox"/> SOLE SOURCE* <input type="checkbox"/> SOLE BRAND* <input type="checkbox"/> SINGLE SOURCE* <input type="checkbox"/> STANDARDIZATION* (More than one box above may be checked)
<p>*SOLE SOURCE (use for single purchases only) The supply of a product or service so uniquely* qualified that it is only available from a solitary source.</p> <p>*SINGLE SOURCE (use for single purchases only) The supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements.</p> <p>*SOLE BRAND (use for single purchases only) This is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable.</p> <p>*STANDARDIZATION (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.) This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department and/or agency. Competition among distributors of a standardized brand will be attained if possible.</p>	
DEFINITION OF UNIQUELY*:	
<ol style="list-style-type: none"> 1. Being the only one of its kind 2. Without an equal or equivalent; unparalleled 3. Unusual; extraordinary 4. Characteristic of a particular category, condition, or locality 	

Order must be placed by:	1-14-16	Product/Service needed by:	April 2017
Proposed Vendor:	Kruger Inc. 1500 Garner Rd Raleigh, NC 27610		
Address:			
Brand:	US Filter	Product #:	Per drawing # 650f-0178
Estimated Cost of Purchase:	\$ 45,858.88	Account to be charged:	62100533-564000

Note: Insurance may be required, check with the Purchasing Office.

PART II QUESTIONNAIRE
ALL QUESTIONS MUST BE ANSWERED
 (ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination:

Kruger Inc. is the sole engineering design proprietor of the Kruger/Actiflo system. All parts associated with this system have been engineered based on I. Kruger Inc. specifications and recommendations.

Explain why this service provider, supplier, or manufacturer is the unique available source from which to obtain this product or service and describe the efforts that were made to verify and confirm whether or not this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors of exclusive distributorships for the product or service if that is cited as a reason):

N/A

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one? If so, Estimated Annual Expenditure: \$

NO

Please describe your market research and the results thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

N/A

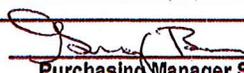
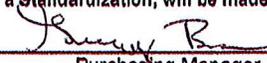
Explain the consequence(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above:

N/A

I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

Requested by (print):	Fred Davis	Date:	12-14-16
Dept. Head Signature:		Date:	12-19-16

DO NOT WRITE BELOW THIS LINE
FOR PURCHASING DIVISION USE ONLY

Reviewed by: <u>Gregory Bunn</u> (print name)
COMMENTS: <u>Approved</u>
<u></u> 12/27/16 Purchasing Manager Signature Date
APPROVAL AUTHORITY: In accordance with City of Melbourne Purchasing Division procedures it is requested that you review that information contained herein and make your recommendation to begin/continue the above requested procurement. A review of this recommendation, if a standardization, will be made on an annual basis in June following the approval date.
APPROVED: <u></u> 12/27/16 Purchasing Manager Date
DISAPPROVED: _____ If not approved state reason below: _____ _____

ORIGINAL/PURCHASING COPY/DIVISION COPY
THIS REQUEST IS NOT VALID UNTIL THE DIVISION HAS RECEIVED AN APPROVED COPY



QUOTE

QUOTE NO. 120516 REV2

DATE: 01.06.17

Kruger Inc.
 1500 Garner Road
 Raleigh, North Carolina 27610 USA
 PHONE 888-578-4378 FAX 919-661-4568
 EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 02.06.17
This quote is valid for 30 days

TO Contact Name: David E. Phares
 Company: City of Melbourne
 Address: 6055 Lake Washington Road
 Melbourne, FL 32934
 Phone: 321-255-4622
 Email: dphares@melbourneflorida.org

FROM: Tony Cook
 Key Accounts Manager - Aftermarket
tony.cook@veolia.com
 CELL 919-931-9044

SALESPERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
AAC	Kruger ACTIFLO	Net 30 Days	F.O.B. Prepaid & Add Destination	Shipment 11 - 13 weeks after receipt of order
QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	LINE TOTAL	
<p>* NOTE: The attached Kruger Quotation is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject to I. Kruger Inc. Standard Terms of Sale for Parts Orders as detailed herein. No add'l terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.</p>				
1	Collection box weldment assembly per dwg. 650f-0178, including liner material and liner installation. Attached piping not included. Exact replicate of original installation.	\$19,879.78	\$19,879.78	
4	U6-10-1758 Hydrocyclone Complete, Molded in standard non food grade urethane and complete with replaceable standard non food grade urethane vortex finders, and standard non food grader urethane apex tips. The mounting plate and backing flanges are <u>stainless steel</u> . The nuts and bolts are stainless steel.	\$5,277.26	\$21,109.04	
8	Victaulic Coupling 4x3 Style 750, <u>Epoxy Coated</u>	\$289.88	\$2,319.04	
4	Victaulic Coupling 3", 75-3, <u>Epoxy Coated</u>	\$190.46	\$761.84	
CONFIDENTIAL, Not to be shared with a third party				
			SUBTOTAL	\$44,069.70
			LESS 15% DISCOUNT	Included
			PROCESSING FEE	WAIVED
			ESTIMATED FREIGHT	\$1,789.18
			SALES TAX	IF APPLICABLE
			TOTAL	\$45,858.88

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.
 PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,
 CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.
 MINIMUM ORDER \$50.00.

Quotation prepared by: Tony Cook

To accept, sign here and return*: _____

PLEASE NOTE:
 A signed Quotation is required to process order. If you submit a PO, please reference Kruger's Quotation number to process order.

THANK YOU FOR YOUR BUSINESS!

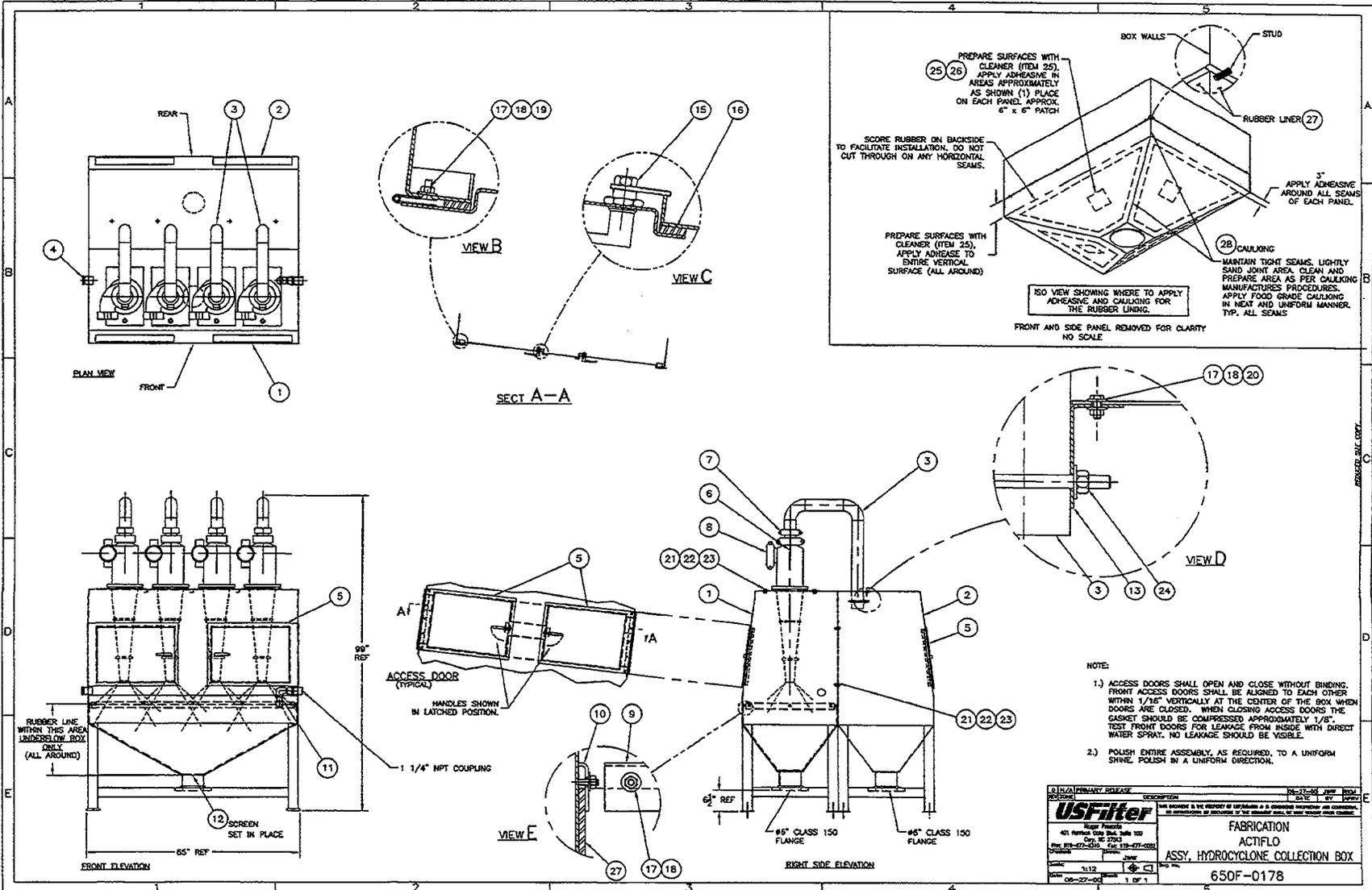
I Kruger Inc. – Standard Terms of Sale – Parts Only Orders (Rev. 1/4/2010) FOLLOWS

Kruger Inc.
 4001 Weston Parkway
 Cary, NC 27513 USA
 tel. +1 919-677-8310 • fax +1 919-677-0082
www.krugerusa.com

I. KRUGER INC. - STANDARD TERMS OF SALE - PARTS ONLY ORDERS (REV. 1/4/2010)

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. **THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**"
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.

Kruger Inc.
4001 Weston Parkway
Cary, NC 27513 USA
tel. +1 919-677-8310 • fax +1 919-677-0082
www.krugerusa.com



REVISION	DESCRIPTION	REV.	DATE	BY	CHKD.
1	FABRICATION	1	06-27-04	ST	ST
USFilter		FABRICATION			
401 Northern Blvd. Suite 100 City, NY 11763 Phone: 815-477-0300 Fax: 815-477-0301		ACTIFLO			
1112		ASSY. HYDROCYCLONE COLLECTION BOX			
06-27-04		650F-0178			
1 OF 1					



I. Kruger Inc.
4001 Weston Parkway
Cary, NC 27513

TELEPHONE 919-677-8310
FACSIMILE 919-677-0082

Prepared for: Melbourne, FL WTP

12/06/2016

Attention: **David Phares**

Kruger is the sole engineering design proprietor of the Kruger / ACTIFLO system. All parts associated with the Kruger / ACTIFLO system have been engineered based on I.Kruger Inc. specifications and recommendations which include the following:

Kruger Actiflo® Equipment – including, but not limited to, mixers, microsand pumps, hydrocyclone systems, & lamellas

Kruger Curved Bar Screens

Kruger / Hydrotech Disc Filter Parts

Kruger Mixers

Kruger Inlet Distributors/Weir Gates and Drive Components

HYDREX™ products (polymers, microsand, coagulants, and specialty chemicals)

LPT Slurry Pumps

Kruger Rotor Drive Systems

Kruger Ditch Aluminum Decking

Kruger Proprietary Software/Programming for SCADA and PLC on Kruger Installations

***Pricing:** Kruger to provide a 15% OEM Discount on Kruger list pricing to include all part associated with the above listed items. The corresponding discount will be applied at the time of quote and reflect on the associated invoice.*

***Shipping:** Shipping is subject to change and standard shipping charges will apply. An option to overnight will be available for all applicable parts.*

If you have any questions or concerns, please feel free to contact me.
Thank you,

PLEASE NOTE:
This Letter is valid through
December 31, 2017.

Tony Cook
Key Account Manager
WATER TECHNOLOGIES
office : +1 919 653-4557 / cell : +1 919 931-9044 / fax : +1 919 661-4568
Kruger Inc. / 1500 Garner Road, Suite C / Raleigh, NC 27610 / USA



CITY OF MELBOURNE COUNCIL AGENDA ITEM



Consent Agenda Procurement Division

Agenda Date: January 24, 2017

SUBJECT:	Recommendation for Award and Purchase of One (1) new 2016 Isuzu NPR HD Truck with Landscape Body from ITB # 12-009-0-2017/LT	ITEMS: Isuzu Truck.pdf
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PREVIOUS RELEVANT ACTION:

This unit is a replacement for unit # 3312, a 2001, Ford F-550, with 117,835 miles, an initial purchase price of \$27,293, and a life-to-date maintenance cost of \$55,590. This unit meets or exceed the established replacement criteria for this class of equipment. The replacement unit will be used to transport staff and equipment to and from various parks and facilities in the day to day operations of a parks mowing crew. This unit is self-contained and eliminates the need for an equipment trailer to be towed behind a truck. The unit is built with storage and equipment racks that allow for all needed materials and equipment to be located and stored on the unit.

DISCUSSION:

DeLand Truck Center is the recommended vendor for award under ITB 12-009-02017/LT. This one-time purchase was recommended for award on January 4, 2017.

The unit being purchased comes with a 5-year, 100,000 mile warranty.

The vehicle being replaced will be prepared and offered for sale on GovDeals.com, a government surplus auction service, once the new vehicles are placed into service. Sales proceeds will be deposited back into the general fund.

The Parks Maintenance Department requests approval to purchase One (1) new 2016 Isuzu NPR HD Truck with Landscape Body for total cost of **\$46,689.00**.

SOLICITATION SUMMARY:				SOLICITATION WAIVER:	
Issue date:	12-1-2016	# solicitations issued:	10	<input type="checkbox"/> "Piggyback" other entity	City Code Sec 2-576 (1)
Legal Ad date:	12-1-2016	Pre-bid / pre-proposal date:	n/a	<input type="checkbox"/> Single source purchase	City Code Sec 2-576 (2)
Open date:	12-22-2016	# of responses:	2	<input type="checkbox"/> Emergency purchase	City Code Sec 2-587

FINANCIAL:

Funding is available in Account Number:
34000572-564000 (Parks Maintenance-Machinery and Equipment)

REQUESTED ACTION:

Approve the award and purchase of One (1) new 2016 Isuzu NPR HD Truck with Landscape Body from **DeLand Truck Center, of DeLand, FL** for a total cost of **\$46,689.00**.

CONTRACT TERM:

The purchase order to be created will expire on September, 30, 2017.

Procurement Manager <i>Jerry Bunn</i>	Date 1-6-17	Department Director <i>[Signature]</i>	Date 1/10/17
Director of Finance Interim <i>Sondra [Signature]</i>	Date 1/9/17	City Council Awarded/Approved	Date

This form is used to recommend award for item(s)/service(s) which is/are processed as a formal quote/bid.

To: Gregory E. Bunn, Procurement Manager	From: Ernest Hutman, Fleet Manager
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Quote/Bid Number: ITB-12-009-0-2017/LT	Requisition Number: 1790
---	---------------------------------

Description: Isuzu NPR HD Truck with Landscape Body

BACKGROUND *(Explain in detail as to need for product/service and how or where product/service will be used).*

This unit is a replacement for unit # 3312, a 2001, Ford F-550, with 117,835 miles, an initial purchase price of \$27,293, and a Life to Date maintenance cost of \$55,590. This unit meets or exceed the established replacement criteria for this class of equipment. The replacement unit will be used to transport staff and equipment to and from various parks and facilities in the day to day operations of a parks mowing crew. This unit is self-contained and eliminates the need for an equipment trailer to be towed behind a truck. The unit is built with storage and equipment racks that allow for all needed materials and equipment to be located and stored on the unit. Unit comes with a full 2 year warranty.

RECOMMENDED BIDDER/VENDOR *(If other than lowest bidder, provide detailed justification).*

DeLand Truck Center
1208 S. Woodland Blvd.
DeLand, Florida 32720

COST/ACCOUNT INFORMATION	Total Cost: \$46,689	Budgeted Amt: \$48,500 <i>ASH</i>
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<u>Account Number(s)</u>	<u>\$ Amount</u>
34000572-564000	\$46,689

IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?

ADDITIONAL REMARKS

Preparer Signature:	<i>Ernest Hutman</i>	Date: 1/3/17
Department Director Signature:	<i>M. Lewis</i>	Date: 1/3/17

FEB 17 2:51 PM

Bill To
 FINANCIAL SERVICES RM-535
 PH: (321) 608-7013
 900 E. STRAWBRIDGE AVE.
 MELBOURNE, FL
 32901

Requisition 00001790-00 FY 2017
 Acct No:
 34000572-564000
 Review:
 Buyer:
 Status: Released

Vendor
 DELAND TRUCK CENTER
 1208 S WOODLAND BLVD

 DELAND, FL 32720
 USA
 Tel#800 342 0880
 Fax 386 738 1452

Ship To
 FLEET MANAGEMENT
 PH: (321) 608-5400
 2901 HARPER ROAD
 MELBOURNE, FL 32904

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/03/17	011996				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Vendor Sourcing Notes			
001 ISUZU NPR HD TRUCK WITH LANDSCAPER BODY	1.00	46689.00000	46689.00
1 34000572-564000		46689.00	

Requisition Link Requisition Total 46689.00

***** General Ledger Summary Section *****
 Account 34000572-564000 Amount 46689.00 Remaining Budget 1418.54
 PARKS MAINTENANCE MACHINERY & EQUIPMENT

***** Approval/Conversion Info *****
 Activity Date Clerk Comment
 Queued 01/03/17 Steven Graham Approved by: sedwards
 Pending Kevin Briski Approved by: sedwards
 Pending Kevin Briski Approved by: sedwards
 Pending Gregory Bunn Approved by: sedwards
 Pending Sondra D'Angelo Approved by: sedwards
 Pending Shanequa Moore-Nabors Approved by: sedwards

Authorized By: _____ Date: _____
Signature

			VENDORS	
			Deland Truck Center	Gator Isuzu Truck
			Deland, FL	Melbourne, FL
			Total Price	Total Price
1	Isuzu NPR HD Truck with Landscaper Body	1	\$ 46,689.00	\$ 51,626.00
Vendor will deliver Isuzu NPR HD Truck with Lanscaper body within			60 Days ARO	60 Days ARO
Vehicle Sixteen (16) digit identification number			54DC4J1B0GS808687	





Procurement Division

900 E. Strawbridge Avenue, Melbourne, Florida 32901

(321) 608-7060

Invitation to Bid (ITB)

(One time Purchase for Goods)

ITB-12-009-0-2017/LT

Isuzu NPR HD Truck with Landscape Body

Notice is hereby given that the City of Melbourne, Florida is seeking bids for the purchase of an Isuzu NPR HD Truck with Landscaper Body.

BIDS WILL BE ACCEPTED UNTIL 3:00 PM (EDT), DECEMBER 22, 2016

Bids should be addressed to:

Leo Torres, Buyer
City of Melbourne – Procurement Division
900 E. Strawbridge Avenue 2nd Floor
Melbourne, Florida 32901

The responsibility for submitting a response to this ITB at the City of Melbourne, Procurement Division on or before the stipulated time and date will be solely and strictly the responsibility of the bidder. Any proposals received after stipulated time and date will not be accepted, nor opened, and will be returned.

Sincerely,

Leo Torres, Buyer

GENERAL TERMS AND CONDITIONS FOR BIDDING

1. **ADDENDUM-** Bidders requiring clarification of any provision of the ITB may submit to the Procurement Division a written request for clarification. To be considered, the request for clarification shall be received in the Procurement Division by the deadline specified in the ITB schedule. Requests for clarification that may affect the Bidder's response to the ITB and all corrections, interpretations and supplemental instructions will be issued by written addendum to the ITB documents and will be posted to City of Melbourne website at <http://www.melbourneflorida.org/departments/financial-services/procurement> and on the Procurement Division's Public Bulletin located in the Procurement office. Only written responses to requests for clarification, or other modifications made to the ITB document issued by the Procurement division will be binding. Oral and other interpretations or clarifications will be without legal effect. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Bidders are responsible for making sure that any and all addendums have been received prior to submission of their bid. All such addendums shall become part of the ITB.

Bidder may contact the Procurement Division at 321-608-7060 or email purchasing@melbourneflorida.org to confirm the number of addenda (if any) that have been issued. If Bidder fails to acknowledge receipt of any such addendum in the space provided on the Bidder's Certification and Acknowledgement of Addendum form, the bid will nevertheless be construed as though addendums have been received and acknowledged, and the submission of the bid will constitute acknowledgment of the receipt of addendums.

2. **AUTHORIZED SIGNATURE-** If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if the bidder is a partnership, it shall be signed by all partners unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority shall be submitted. In the event that the bid is signed by other than an officer of the corporation or a partner, authority for signature shall be submitted that permits the person to execute the bid for the corporation or partnership.

If the Bidder is a sole proprietor, the owner shall execute the bid.

3. **BID VALIDITY-** If award is not made within ninety (90) days, the response shall remain firm until either the City awards the Contract or receives from the Bidder written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the City's sole discretion, be accepted or rejected.

4. **BONDS**

- a. **BID BONDS-** when required by the ITB, the bidder must submit the bid bond in the amount required with their bid. Bid bonds will be returned to unsuccessful bidders.
- b. **PERFORMANCE BONDS-** when required by the ITB, the successful bidder must submit a performance bond specified in the ITB prior to award of contract. The bid surety bond will not be returned to the successful bidder upon the posting of the performance bond.
- c. **PAYMENT BONDS –** when required by the ITB, the successful bidder must submit a payment bond in the specified in the ITB prior to award of contract.

5. **BUSINESS REGISTRATION / LICENSING REQUIREMENTS**

- a. Bidders seeking to do business with the City of Melbourne that fall under the following categories shall, before award of contract, be registered with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes:

- Corporations [foreign or domestic]
- Non-profits

- Limited liability companies (LLC)
- Partnerships

Doing Business As [DBA] - If the Bidder's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Bidder, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes.

- b. **Special Licenses –** Bidders shall, at the time of submitting a bid in response to this ITB, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Bidders' profession or business.
- c. For additional information, Bidders may contact the Florida Secretary of State's Office at (850) 245-6500.

Note: The above requirements also apply to all sub-contractors proposed in bid submittal.

6. **COLLUSION -** The City of Melbourne reserves the right to disqualify bids upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the bid process in a manner that conflicts with applicable law, upon the part of the Bidder(s), Bidder's employees or agents, the City's Professional Consultant(s), or Consultant's agents, or any City employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the City's Professional Consultant(s) or City employees. Contractors involved in developing a bid specification outside of a formal RFI process or Contractors with knowledge of bid specifications prior to a bid advertisement shall be disqualified from participating in the applicable bid process.

7. **CONFLICT OF INTEREST –** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Melbourne. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.

8. **DEFAULT BY AWARDED VENDOR -** In the event of default by the Awarded Vendor, the City of Melbourne reserves the right to award to the next lowest Bidder. In the event of this occurrence, the next lowest Bidder, if it wishes the award, shall be required to provide the bid items at the prices as contained on its bid for this specification

9. **DELIVERY-**

- a. All prices quoted shall be based on delivery **F.O.B. Destination prepaid and allowed** (unless otherwise stated in the special instructions) with all charges prepaid to the actual point of delivery and **inside delivery**.
- b. Title/risk of loss of damage to all items shall be the responsibility of the vendor until accepted by the using department/division of the City of Melbourne.
- c. Bids must show the number of days required for delivery under normal conditions after receipt of order, unless actual date of delivery is specified. Unrealistically short or long delivery promises may cause bids to be rejected. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

- d. Inspection and acceptance will be at *destination* unless otherwise stipulated.
10. **DESCRIPTIVE TERMS-** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not necessarily restrict bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired and is not the City's intent to rule out other competition; however, if a product other than that specified is bid, it is the vendor's responsibility to submit detailed specifications including samples (if requested) with their Bid. The City shall be the sole judge concerning the merits of Bid submitted.
- Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed.
11. **DISCLAIMER -** This Invitation to Bid (ITB) is not an offer of purchase. It is a request for product or service information and costs to assist the City to make an acquisition decision and enter into a contract with the successful Bidder for the commodities/services outlined in the Scope of Work and the Bid documents. Neither the Procurement Division, nor any other department/division or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order or contract is provided to the successful bidder.
12. **ECONOMY OF PRESENTATION -** The City is not liable for any costs incurred by a Bidder in responding to this ITB.
13. **EXAMINATION BY BIDDERS -** The Bidder is required to examine carefully the site(s) of the work, specifications, drawings, schedules, special instructions and these general requirements prior to submitting a bid and it will be assumed that the bidder has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the plans and other contract documents. The Bidder must inform himself fully of the conditions under which the work is to be performed in relation to both construction and labor conditions; failure to do so will not relieve a successful bidder of his obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in their bid.
14. **EXCEPTIONS TO TERMS & CONDITIONS-** The City of Melbourne reserves the right to reject bids containing any additional terms and conditions not specifically requested in the original conditions and specifications of the ITB. Any exceptions that the Bidder has to the terms and conditions of the ITB documents shall submit the exceptions in writing to the Procurement Division by the deadline for submitting clarifications and exceptions specified in ITB schedule. These exceptions shall be either approved or disapproved in the form of an addendum and will be made available to all Bidders prior to bid opening. Any exceptions not received by the deadline for clarifications and exceptions specified in ITB schedule will not be considered.
15. **FACTORS OF AWARD-** In the determination of the lowest responsive and responsible Bidder, the City reserves the right to take into account and give reasonable weight to: (a) the Bidder's past performance in the completion of other City or other governmental Agreements; (b) the probability of the Agreement being carried to successful completion, within the time specified, by the methods and with the equipment the Bidder proposes to use; (c) default under previous Agreements (d) the Bidder's references (e) Bidder's resources (f) experience.
- The City of Melbourne reserves the rights to: award by item, groups of items, or all items of the bid; to reject any or all bids in whole or in part; and, waive minor defects or variations, irregularities and/or omissions on a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery or performance time of the services being procured. If insufficient information is submitted by a Bidder for City of Melbourne to properly

- evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information does not change the price, quality, quantity, delivery or performance of the services being procured.
16. **FAILURE TO EXECUTE AGREEMENT-** Failure of the successful Bidder to accept the Agreement as specified will be cause for cancellation of the recommendation for award. In the event that the recommendation for award is canceled, the award may then be made to the second lowest responsive and responsible Bidder, and such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the Procurement & Contracts Manager may reject all bids.
17. **FEDERAL DEBARMENT-** By signing this bid, the Bidder certifies, to the best of its knowledge or belief, that the Bidder and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)
18. **HOLIDAY SCHEDULE -** The following is a list of holidays on which contract services will *not* be performed unless advanced, written approval is provided to the Contractor from the City:
- New Year's Day
 - Martin Luther King, Jr. Birthday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
19. **LOCAL VENDOR PREFERENCE -** The City of Melbourne extends a local preference to those local-city businesses and local-county businesses in accordance with City of Melbourne Code of Ordinance section 2-589. A vendor who misrepresents the local preference status of its firm in a Formal Bid submitted to the City will lose the privilege to claim local preference status for a period of two (2) years.
20. **OMISSIONS -** Any omissions of detail specifications stated herein that would render the materials or service from use as specified will not relieve the Bidder from responsibility.
21. **POSTING OF RECOMMENDED SELECTION -** The recommended selection, if any, will be posted for review by interested parties to City of Melbourne website at <http://www.melbourneflorida.org/departments/financial-services/procurement> and on the Procurement Division's Public Bulletin located in the Procurement office.
22. If the Bidder desires to protest the recommended selection(s), if any, the Bidder must file with the Procurement Division:
- a. Written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended selection. The City shall not extend or waive this time requirement for any reason whatsoever.
 - b. A formal written protest by petition within ten (10) calendar days of the date of the notice of protest was filed.
 - c. Failure to file in writing notice of intent to protest or a formal protest by petition within the time prescribed in City Code 2-588 and City's Procurement Manual shall constitute a waiver of proceedings. (Note: City Code 2-588 and City Procurement Manual contains entire procedure for filing).
23. **QUANTITIES SPECIFIED-** The City of Melbourne reserves the right to increase or decrease the quantity of any or all bid items as deemed appropriate. The unit price shall remain as

accepted at bid award. All items deleted from award will be deducted from all Bidders' price sheets to determine the low Bidder. The bid opening will result in an apparent low bidder only and is not to be construed as an award.

24. **REFERENCES-** References will be contacted by the City to validate information provided by the Bidder and to determine the client's overall satisfaction with the services provided. Bidder is responsible for notifying their references that the City may contact them. If references cannot be reached, the bid may be deemed non-responsive and rejected. If references obtained by the City are not favorable, the City may reject the bid.
25. **SAMPLES-** Samples, if requested, will, at Bidder's request, be returned at Bidder's expense after award has been made. Request for return of samples shall include shipping authorization and name of carrier, bid number, item(s), and description. If requests are not received within ten (10) business days after award, the samples shall become the property of the City for disposition.
26. **SUBMISSION OF BID PACKAGE-** All bids must be submitted and completed in ink or typewritten, on the forms provided by the City of Melbourne. The individual signing the bid must initial any erasures or other changes. Bids/proposals will not be considered unless the Bidder or an authorized agent signs the bidder certification sheet. Failure to properly execute the bid documents may result in rejection of the bid.

The wording of this ITB shall be used throughout, without damage, alteration or addition. Any change in wording may cause it to be rejected. All irregular bid amounts or bid forms may be deemed non-responsive by the City of Melbourne. All bids submitted become the property of the City. The City has the right to use any or all ideas.

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Attachments

- Form A: Bid Form
- Form B: Bidder Certification and Acknowledgement
- Form C: Bidder Questionnaire
- Form D: Reference Questionnaire
- Form E: Drug Free Workplace Certificate
- Form F: Local Vendor Preference Affidavit of Eligibility
- Form G: Bid Submittal Checklist
- Form H: Statement of No Bid

1. INTRODUCTION

1.1 Purpose

The City of Melbourne Procurement Division soliciting bids from qualified vendors for the purchase and delivery of the product description/specifications listed in Section 4, Product Description/Specifications. Any contract or purchase order awarded as the result of this request shall be governed by the General Terms and Conditions of this ITB and the resulting purchase order terms and conditions posted on the City of Melbourne website, <http://www.melbourneflorida.org/departments/financial-services/procurement> under purchase order terms and conditions.

1.2 Method of Source Selection

This procurement is being conducted in accordance with all applicable provisions of the City of Melbourne Code of Ordinances. The specific method of source selection for the goods required in this bid is Code Section 2-575, Formal Bids. The City reserves the right to award multiple contracts for the procurement of annual contracts for goods and services.

1.3 Bid Documents

This document and subsequent addendums, if any, can be downloaded from the City of Melbourne website, <http://www.melbourneflorida.org/departments/financial-services/procurement> under current solicitations.

2. INSTRUCTIONS TO BIDDERS

2.1 Procurement Contact

Information regarding the bid or bid requirements, either procedural or technical, must be obtained by submitting questions in writing to:

City of Melbourne
Procurement Division
Attn: Leo Torres, Buyer
900 E. Strawbridge Avenue, 2nd Floor
Melbourne, Florida 32901
Email: Leo.Torres@mlbfl.org
Fax: 321-608-7070
Reference Bid# and Title of Bid when submitting questions

The City of Melbourne will consider only those inquiries submitted in writing (preferably via email) to the procurement contact on or before the time and date specified in the "Proposed ITB Schedule" for the submittal of questions. No verbal responses shall be authoritative. To the extent the City determines, in its sole discretion, to respond to an inquiry, such response will be made in writing and posted to City of Melbourne website at <http://www.melbourneflorida.org/departments/financial-services/procurement> under current solicitations and on the Procurement Division's Public Bulletin located in the Procurement office.

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

The City reserves the right to waive any informality in any bid and to accept any bid which it considers to be in the best public interest, and to reject any or all bids. **The decision of the City shall be final.**

2.2 ITB Schedule

Listed below are the dates and time by which stated actions must be taken or completed. The City may determine, in its sole discretion, that it is necessary to change any of these dates and times. All listed times are eastern standard times.

Action	Time	Date
ITB issued		December 1, 2016
Pre-Bid Conference	N/A	N/A
Deadline for Questions/Exceptions to T & C	12:00 PM	December 13, 2016
Bids Due	3:00 PM	December 22, 2016
Anticipated Award		January 24, 2016

2.3 Bidder Inquires

2.3.1 The City is not liable for interpretations/misinterpretations or other errors or omissions made by the Bidder in responding to this ITB. The Bidder shall examine this ITB to determine if The City's terms and conditions and requirements are clearly stated. If, after examination of the various terms and conditions and requirements of this ITB, the Bidder believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Bidder may request, in writing, that the City clarify the terms(s) and condition(s) and requirement(s) specified by the Bidder. The Bidder must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Bidder.

Requests for clarification and technical questions to this ITB must be received by the City not later than the date shown above in Section 2.2, entitled "ITB Schedule", for the submittal of written inquires. The Bidders' failure to request clarification and submit questions by the date in the ITB schedule above shall be considered to constitute the Bidders' acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this ITB, if any, and shall be posted to City of Melbourne website at <http://www.melbourneflorida.org/departments/financial-services/procurement> under current solicitations and on the Procurement Division's Public Bulletin located in the Procurement office.

2.3.2 Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the City posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the City concerning any aspect of this solicitation, except in writing to the Procurement Division. Violation of this provision may be grounds for rejecting a response.

2.4 Pre-Bid Conference

Not applicable to this bid. However, inquiries regarding clarification should be addressed to the Procurement Contact listed in Section 2.1.

2.5 Bid Preparation

2.5.1 Bidders shall **SUBMIT ONE SEALED (1) ORIGINAL, SIGNED, AND DATED** (labeled original), **AND TWO (2) COPIES** (labeled copy) on the forms provided in the bid document.

2.5.2 All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Standard Terms and Conditions of Purchase Agreement – Goods.

2.5.3 Failure to execute the Bid Form documents may result in bidder being deemed non-responsive and cause rejection of the bid.

2.5.4 The outside of the SEALED package should plainly identify the bid by: COMPANY, BID NUMBER, TITLE, AND DATE AND TIME OF BID OPENING.

2.5.5 The City reserves the right to award multiple contracts for the procurement of annual contracts for goods and services.

2.6 Insurance Requirements

2.6.1 Vendor shall submit proof of General Liability, and if not delivering their products exclusively via established third-party shippers and delivery services, Auto Liability insurance coverage.

2.7.2 Proof of Insurance. Vendor shall submit proof of the required insurance to city in the form of a Certificate of Insurance or a copy of their policy Declarations page.

2.7 Receipt and Opening of Bids

Sealed Bids must be received by the City's Procurement contact in the City's Procurement office located at 900 E. Strawbridge Avenue, 2nd Floor, Melbourne, Florida 32901, no later than the due date at time stated in the ITB schedule.

Sealed bids will be opened in the Procurement Division's conference room (unless otherwise specified) located at 900 E. Strawbridge Avenue, 2nd Floor, Melbourne, Florida 32901 on the date and at the time shown specified in the ITB schedule. All submitted bids shall be time and date stamped according to the time stamp machine located at the front desk of the City of Melbourne Procurement Division office. The original signed bid with two (2) copies shall be submitted in a sealed envelope, addressed to the City of Melbourne Procurement Division and labeled with the bid number and bid title. **Bids shall be publicly opened, with only the names and total bid price of the bidders disclosed at the bid opening. Evaluation of bids will not be completed at bid opening.**

Bids that arrive after the due date and time will not be accepted or considered for any reason whatsoever. Telephone, including facsimile and electronic mail bids shall not be accepted at any time.

If the Bidder elects to mail in its bid package, the Bidder must allow sufficient time to ensure the City's proper receipt of the bid package by the time specified in the ITB schedule. Regardless of the delivery method, it is the responsibility of the Bidder to ensure that the Bid package arrives at the City's Procurement office by the Bid opening date and time.

Bids will be accepted up to, and no Bids may be withdrawn after, the deadline for Bid submission date and time.

The date/time stamp machine located in the Procurement Division office shall be the official time of bid receipt.

3. REFERENCES

Bidder shall send Form D, Reference Questionnaire to at least three business references listed on Form C, Bidder Questionnaire. **The business reference, in turn, is requested to submit the Reference Form directly to the City of Melbourne Procurement Division by the date indicated on the form for inclusion in the evaluation process.** The business reference may be contacted for validation of the response.

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4. PRODUCT DESCRIPTION/SPECIFICATIONS

- A.** The successful VENDOR shall equip, furnish and deliver one (1) Isuzu NPR Landscape Truck, per bid specifications. The City of Melbourne will accept either a 2016 or 2017 Isuzu NPR Landscaper Truck that meets the listed specifications. The Cab and Chassis must be new for the model year bid, as set forth in CITY'S ITB and more particularly described in this Section 4.

B. Engine

The successful VENDOR shall ensure truck is equipped with 6.0L Gasoline engine. (No Diesel Engines)

C. Cab/Chassis

The successful VENDOR shall ensure truck is 4 door Crew Cab configuration with a gross vehicle weight rating (GVWR) rating of 14,500lbs and 176" wheel base

D. Body

VENDOR shall ensure truck includes:

1. 14ft Landscape bed
2. 5ft Double Break Beaver Tail with ramps
3. Fold down right side (curb side) pallet accessible gate
4. Inside forward left side (street side) mounted lockable weed trimmer rack
5. Lockable tool cage mounted at the headboard
6. 48" heavy duty underbody mounted lockable tool box on the right side (curb side) forward of the rear axle.

E. INSTALLED OPTIONS SPECIFICATIONS

The VENDOR shall furnish and install the specified Isuzu Landscaper Truck with the following factory or dealer installed options;

- F.** 90db Backup Alarm (minimum)
- G.** Backup Camera System with a 3.5" (minimum) LCD Display. The camera is to be mounted to provide a wide angle field of vision at rear of vehicle. The camera is to be mounted in a manner to provide protection from inadvertent impacts.
- H.** #56 LED Amber/White Rectangular Strobes 15" X 8.25" X 3", Selectable Flash Patterns mounted approximately 8" above the cab of the truck with dash mounted and labeled controls.
1. Fire Extinguisher
 2. Emergency Roadside Kit with Flares
 3. Programmed third key/fob.
 4. Temporary Tag

I. PAINT / COLOR SCHEME SPECIFICATIONS

The cab of this truck is to be Isuzu factory White in color. The landscaper body is to be Gloss Black and uniform in color and finish.

5. PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in Section 4, Product Description/Specifications, all Goods provided by the VENDOR shall conform to the following:

A. DELIVERY / SHIPPING

1. It is a mandatory requirement of the bid that the successful VENDOR deliver the Isuzu NPR Landscaper truck within 60 days of Purchase Order receipt.
2. The Isuzu NPR landscaper truck shall be delivered to:
 - City of Melbourne, Fleet Management Division, 2901 Harper Road, Melbourne, FL 32904, during normal business hours (7:30 AM - 3:00 PM) Monday through Friday.

B. WARRANTY

The Isuzu Landscaper Truck bid shall have a full factory warranty. The awarded Contractor shall state the vehicle warranty period in the quotation and shall also state the warranty period for any and all additional equipment or options listed in the specifications.

C. INSPECTIONS

Vehicle pre-delivery inspections will be held at City of Melbourne Fleet facility and attended by the successful VENDOR'S authorized representative.

D. REJECTED VEHICLES

1. The City reserves the right to reject vehicle if the vehicle is not in compliance with the bid specifications. The City will determine compliance with bid specifications. The City's determination shall be final.
2. The successful VENDOR will have 72 hours turnaround time to present vehicle for re-inspection.

E. LIQUIDATED DAMAGES

1. The VENDOR may be assessed by the City in the amount of one hundred and 00/100 (\$100.00) per business day for late delivery. The per diem charge may be invoked at the discretion of the City and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the VENDOR. This deduction is in addition to other remedies available to the City pursuant to Florida Statutes or the terms and conditions of this solicitation.
2. The VENDOR shall not be assessed the liquidated damages for delay or failure in providing service when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any other circumstances which, in the City's opinion, is beyond the control of the VENDOR.

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CITY OF MELBOURNE COUNCIL AGENDA ITEM



Consent Agenda Procurement Division

Agenda Date: January 24, 2017

SUBJECT:	Approval for the Purchase of One (1) Thompson 6" Vacuum Assisted Storm Water Pump from Thompson Pump and Manufacturing, Inc. Florida Sheriff's Association Contract # FSA16-VEH14.0 Specification # 75	ITEMS: Storm Pump.pdf
-----------------	---	--------------------------

PREVIOUS RELEVANT ACTION:

This unit is a replacement for unit # 4190P, a 2001 Thompson 6" Pump with an initial purchase price of \$20,300 and a life-to-date maintenance cost of \$5,821.87. The unit meets the replacement criteria for this class of equipment based on age and condition. The replacement unit will be used in daily operations to de-water job sites and to pump storm water runoff in emergency situations.

DISCUSSION:

Thompson Pump and Manufacturing is an awarded vendor under the Florida Sheriff's Association Contract # FSA16-VEH14.0. City Code allows for piggybacking contracts awarded through the use of competitive solicitation by other public agencies.

This pump has a 2-year or 1,500 hour limited warranty.

The Streets Management Department requests approval to purchase One (1) new 6" Vacuum Assisted Storm Water Pump for total cost of **\$52,040.00**.

SOLICITATION SUMMARY:			SOLICITATION WAIVER:		
Issue date:		# solicitations issued:		<input checked="" type="checkbox"/> "Piggyback" other entity	City Code Sec 2-576 (1)
Legal Ad date:		Pre-bid / pre-proposal date:		<input type="checkbox"/> Single source purchase	City Code Sec 2-576 (2)
Open date:		# of responses:		<input type="checkbox"/> Emergency purchase	City Code Sec 2-587

FINANCIAL:

Funding is available in Account Numbers:
64500541-564000 (Streets Management-Machinery and Equipment)

REQUESTED ACTION:

Approve the purchase of One (1) Thompson 6" Vacuum Assisted Storm Water Pump from **Thompson Pump and Manufacturing, of Port Orange, FL** for a total cost of **\$52,040.00**.

CONTRACT TERM:

Florida Sheriff's Contract # FSA16-VEH14.0 will expire on September, 30, 2017.

Procurement Manager <i>Gregory Brown</i>	Date <i>1-6-17</i>	Department Director <i>[Signature]</i>	Date <i>1/10/17</i>
Director of Finance <i>[Signature]</i>	Date <i>1/9/17</i>	City Council Awarded/Approved	Date

This form is used to request approval for non-bid item(s)/service(s), which exceed(s) total cost of \$15,000

To: Gregory Bunn, Procurement & Contracts Mgr. **From: Ernest Hutman, Fleet Manager**

Description: Purchase of one (1) new 6" Vacuum Assisted Storm Water Pump

Requisition Number: 1663

WAIVER OF FORMAL BID/QUOTE REQUIREMENT: Check / one box below:
 "Piggyback" other governmental entity (provide name of entity and bid number below)
 Single (sole) source purchase (provide justification below)
Subscriptions, Memberships, professional development/training (Explain need below)

Florida Sheriff's Contract # FSA16-VEH14.0 Specification # 75

REQUESTED VENDOR: Thompson Pump & Manufacturing
 4620 City Center Drive
 Port Orange, Florida 32119

BACKGROUND (Explain in detail as to need for product/service and how or where product/service will be used).

This unit is a replacement for unit # 4190P, a 2001 Thompson 6" pump with an original purchase price of \$20,300, and a Life to Date maintenance cost of \$5,821.87. The unit meets the replacement criteria for this class of equipment based on age and condition. The replacement unit will be used in daily operations to de-water job sites and in emergency situations to pump storm water runoff.

VEHICLE/EQUIPMENT REPLACEMENT (Provide Number(s)) 4190P

COST/ACCOUNT INFORMATION	Total Cost: \$52,040	Budgeted Amt: \$60,000 <i>not</i>
---------------------------------	----------------------	-----------------------------------

<u>Account Number(s)</u>	<u>\$ Amount</u>
64500541-564000	\$ 52,040

IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?

Preparer Signature:	<i>Ernest Hutman</i>	Date: 12/15/16
Department Director Signature:	<i>[Signature]</i>	Date: 12/20/16

DEC 20 16 11:04 AM

Bill To
 FINANCIAL SERVICES RM-535
 PH: (321) 608-7013
 900 E. STRAWBRIDGE AVE.
 MELBOURNE, FL
 32901

Requisition 00001663-00 FY 2017

Acct No:
 64500541-564000
 Review:
 Buyer:
 Status: Allocated

Page 1

Vendor
 THOMPSON PUMP & MFG CO , INC
 P O BOX 291370

Ship To
 FLEET MANAGEMENT
 PH: (321) 608-5400
 2901 HARPER ROAD
 MELBOURNE, FL 32904

PORT ORANGE, FL 32129-1370
 USA
 Tel#386-767-7310
 Fax 386-761-0362

Delivery Reference
 ERNIE HUTMAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/15/16	203071		FOBDEST/FRT/PPD/ALWD		STREETS MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
001 THOMPSON PUMP WITH OPTIONS LISTED ON ATTACHED QUOTE FLR-DP-1680 (REV1) SPEC #75 Additional Description Notes FSA BID AWARD FSA16-VEH14.	1.00 EACH	52040.00000	52040.00
1 64500541-564000		52040.00	

Requisition Link

Requisition Total

52040.00

***** General Ledger Summary Section *****
 Account
 64500541-564000

Amount Remaining Budget
 52040.00 8425.00

Authorized By: _____ Date: _____
 Signature



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
dperry@thompsonpump.com

December 14, 2016

Quote # FLR-DP-1680 (REV 1)

City of Melbourne- Streets and Storm Water
 2901 Harper Road
 Melbourne, FL 32904

PH: (321) 608-5401
 E: ehutman@melbourneflorida.com

RE: FY2016-2017 Thompson Pump Serial #6JSVE-335 for Storm Water Control

Attn: Ernest C. Hutman Jr., Fleet Division Manager

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this Thompson Pump will be utilized by the City of Melbourne for low pressure storm water by-pass pumping and possibly some small wellpoint dewatering applications at various location throughout the City limits.

Per your request, we are providing 2016-2017 FLA Sheriffs Association Contract Specification Number 75 pricing for (1) Thompson Pump Model 6JSVE-DIST-4LE2T-MC, a 6" Sound Attenuated, Trailer Mounted, High Efficiency By-Pass Pump. This pump incorporates a FINAL TIER 4, emission compliant diesel engine and Thompson Pump's environmentally-friendly, Oil-Less Vacuum Technology priming system (OVT®) for faster priming times, reduced maintenance, and increased versatility with the pumping system.

Please Note: Thompson Pump sales stock serial # 6JSVE-335 will be provided as is. Auto Start/Stop Control Panel, Spare Tire, Inside Work Lights, and Outside Work Lights are FSA Add Options currently included with Serial #6JSVE-335.

The net price is derived from our 2016-2017 Florida Sheriffs Association contract Bid Award # FSA16-VEH14.0. This Florida based government contract enables the City of Melbourne to avoid the hassle and expense of purchasing this pump through the public bid process. The FSA contract basically works like a "piggy back" for our equipment. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA Bid Award # FSA16-VEH14.0.

Should you require further information or have any questions, please contact me at 386-527-3265 or dperry@thompsonpump.com

Sincerely,

David Perry
 Thompson Pump & Manufacturing Co., Inc
 Municipal Sales Manager - Cell: (386) 527-3265
 Email: dperry@thompsonpump.com

Cc: Jason Roberson, PTO Sales Representative



**FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

**6 INCH MOBILE PUMP PACKAGE
SPECIFICATION #75**

2017 Thompson 6JSCEN

The Thompson 6JSCEN purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$37,750.00	\$37,750.00	\$37,750.00	\$37,750.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	6JSCEN			
DEALER:	Thompson Pump & Manufacturing Co., Inc.			
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$37,750.00	\$37,750.00	\$37,750.00	\$37,750.00

Order Code	Delete Options	All Zones
N/A ¹	Downgrade to 3" pump	NA ¹
4JSCM ¹	Downgrade to 4" pump <i>Downgrade pump from 6" to 4"- 4JSCM- Trailer Mounted¹</i>	(\$4,235.00) ¹
N/A ¹	Downgrade to non UL fuel tank	NA ¹
N/A ¹	Downgrade to non UL subbase for 3" & 4" pump packages	NA ¹
N/A ¹	Downgrade to non UL subbase for 6" pump package	NA ¹
N/A ¹	Downgrade to non UL subbase for 8", 10" & 12" pump packages	NA ¹
4JSVM ¹	Downgrade pump package - specify <i>Downgrade Pump from 6" to 4" vacuum assisted pump with OVT priming system¹</i>	(\$3,442.00) ¹
N/A ¹	Downgrade pump package - specify	NA ¹
N/A ¹	Downgrade pump package - specify	NA ¹
N/A ¹	Downgrade pump package - specify	NA ¹
N/A ¹	Downgrade pump package - specify	NA ¹
TPM Panel- Basic ¹	Delete remote control <i>Basic auto start/stop control panel w/ floats¹</i>	(\$2,343.00) ¹
Battery Charger ¹	Delete option - specify <i>120V Battery Charger¹</i>	(\$452.00) ¹
Spare Tire ¹	Delete option - specify <i>Spare Tire¹</i>	(\$316.00) ¹
Hydraulic Brakes ¹	Delete option - specify <i>Hydraulic Brakes per axle¹</i>	(\$887.00) ¹
Light Package ¹	Delete option - specify <i>DOT Light Package¹</i>	(\$279.00) ¹
4JSCM Trailer ¹	Delete option - specify <i>Trailer Mount for 4JSCM Model¹</i>	(\$1,531.00) ¹
4JSVM Trailer ¹	Delete option - specify <i>Trailer Mount for 4JSVM Model¹</i>	(\$1,635.00) ¹
6JSCEN Trailer ¹	Delete option - specify <i>Trailer Mount for 6JSCEN Model¹</i>	(\$3,062.00) ¹
6JSCE Trailer ¹	Delete option - specify <i>Trailer Mount for 6JSCE/6JSVE Model¹</i>	(\$2,187.00) ¹
8JSCE Trailer ¹	Delete option - specify <i>Trailer Mount for 8JSCE/8JSVE Model¹</i>	(\$2,944.00) ¹
10JSCG Trailer ¹	Delete option - specify <i>Trailer Mount for 10JSCG/12JSCJ Model¹</i>	(\$7,141.00) ¹
12JSCG Trailer ¹	Delete option - specify <i>Trailer Mount for 12JSCG/18JSCJ Model¹</i>	(\$9,788.00) ¹
18JSCK Trailer ¹	Delete option - specify <i>Trailer Mount for 18JSCK Model¹</i>	(\$10,875.00) ¹

VEHICLE:	6JSCEN			
DEALER:	Thompson Pump & Manufacturing Co., Inc.			
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$37,750.00	\$37,750.00	\$37,750.00	\$37,750.00

Order Code Add Options All Zones

Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

8JSCE ¹	Upgrade to 8" pump <i>Upgrade from 6" to 8"- 8JSCE - trailer mounted¹</i>	\$13,865.00 ¹
10JSCG ¹	Upgrade to 10" pump <i>Upgrade from 6" to 10"- 10JSCG - trailer mounted¹</i>	\$41,339.00 ¹
12JSCG ¹	Upgrade to 12" pump <i>Upgrade from 6" to 12"- 12JSCG - trailer mounted¹</i>	\$53,368.00 ¹
N/A ¹	Upgrade to aluminum sound attenuated 3" pump package	NA ¹
4JSCM SK ¹	Upgrade to aluminum sound attenuated 4" pump package <i>4JSCM Silent Knight Sound Attenuated Canopy¹</i>	\$7,338.00 ¹
6JSCEN SK ¹	Upgrade to aluminum sound attenuated 6" pump package <i>6JSCEN/6JSVE 10/6JSCE 10 Silent Knight Sound Attenuated Canopy¹</i>	\$9,844.00 ¹
8JSCE SK ¹	Upgrade to aluminum sound attenuated 8" pump package <i>8JSCE/8JSVE Silent Knight Sound Attenuated Canopy¹</i>	\$11,837.00 ¹
10JSCG SK ¹	Upgrade to aluminum sound attenuated 10" pump package <i>10JSCG Silent Knight Sound Attenuated Canopy¹</i>	\$14,103.00 ¹
12JSCG SK ¹	Upgrade to aluminum sound attenuated 12" pump package <i>12JSCG Silent Knight Sound Attenuated Canopy¹</i>	\$15,660.00 ¹
12JSVJ SK ¹	Upgrade - specify <i>12JSVJ Silent Knight Sound Attenuated Canopy¹</i>	\$14,103.00 ¹
18JSVJ SK ¹	Upgrade - specify <i>12JSVJ Silent Knight Sound Attenuated Canopy¹</i>	\$16,103.00 ¹
18JSVK SK ¹	Upgrade - specify <i>18JSVK Silent Knight Sound Attenuated Canopy¹</i>	\$19,511.00 ¹
4JSVM SK ¹	Upgrade - specify <i>4JSVM Silent Knight Sound Attenuated Canopy¹</i>	\$9,032.00 ¹
6JSVE SK ¹	Upgrade - specify <i>6JSVE/6JSCE Silent Knight Sound Attenuated Canopy¹</i>	\$10,806.00 ¹
4JSCM FT4 ¹	Upgrade - specify <i>Upgrade Pump from 6" to 4" with FT4 engine- trailer mounted¹</i>	\$505.00 ¹
4JSVM FT4 ¹	Upgrade - specify <i>Upgrade Pump from 6" to 4" vacuum assisted with FT4 engine- trailer mounted¹</i>	\$2,500.00 ¹
6JSCE 10 FT4 ¹	Upgrade - specify <i>Upgrade Pump from 6" to 6" LH with FT4 engine- trailer mounted¹</i>	\$4,043.00 ¹

VEHICLE:	6JSCEN			
DEALER:	Thompson Pump & Manufacturing Co., Inc.			
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$37,750.00	\$37,750.00	\$37,750.00	\$37,750.00

6JSVE 10 FT4 ¹	Upgrade - specify <i>Upgrade Pump from 6" to 6" LH vacuum assisted with FT4 engine- trailer mounted¹</i>	\$6,101.00 ¹
6JSCEN FT4 ¹	Upgrade - specify <i>Upgrade Pump from 6" to 6" with FT4 engine- trailer mounted¹</i>	\$8,512.00 ¹
6JSCE FT4 ¹	Upgrade - specify <i>Upgrade Pump from 6" to 6" HH with FT4 engine- trailer mounted¹</i>	\$11,631.00 ¹
6JSCE FT4 GREEN ¹	Upgrade - specify <i>Upgrade Pump from 6" to 6" HH with FT4-GREEN engine- trailer mounted¹</i>	\$14,189.00 ¹
6JSVE FT4 ¹	Upgrade - specify <i>Upgrade Pump from 6" to 6" HH vacuum assisted with FT4 engine- trailer mounted¹</i>	\$14,063.00 ¹
6JSCE ¹	Upgrade - specify <i>Upgrade Pump from 6" to 6" HH- trailer mounted¹</i>	\$4,500.00 ¹
6JSVE ¹	Upgrade - specify <i>Upgrade Pump from 6" to 6" HH vacuum assisted- trailer mounted¹</i>	\$8,755.00 ¹
8JSVE ¹	Upgrade - specify <i>Upgrade Pump from 6" to 8" vacuum assisted- trailer mounted¹</i>	\$15,103.00 ¹
12JSVJ ¹	Upgrade - specify <i>Upgrade Pump from 6" to 12" LH- vacuum assisted trailer mounted¹</i>	\$40,229.00 ¹
18JSVJ ¹	Upgrade - specify <i>Upgrade Pump from 6" to 18" HH- vacuum assisted trailer mounted¹</i>	\$61,977.00 ¹
18JSVK ¹	Optional equipment - specify <i>Upgrade Pump from 6" to 18" MAX- vacuum assisted trailer mounted¹</i>	\$110,145.00 ¹
TPM Panel-Advanced ¹	Optional equipment - specify <i>Auto start/stop control panel with application specific features¹</i>	\$3,505.00 ¹
Electric Brakes ¹	Optional equipment - specify <i>Electric Brakes per axle¹</i>	\$745.00 ¹
Hose Racks ¹	Optional equipment - specify <i>Hose Racks¹</i>	\$833.00 ¹
Throttle Actuator ¹	Optional equipment - specify <i>Throttle actuator for auto RPM control¹</i>	\$1,220.00 ¹
Pressure Transducer ¹	Optional equipment - specify <i>Pressure transducer with 50' cable for auto start/stop/maintain in closed systems¹</i>	\$1,528.00 ¹
Level Transducer ¹	Optional equipment - specify <i>Level transducer with level guard and 50' cable for auto start/stop/maintain¹</i>	\$2,184.00 ¹
8JSCE FT4 ¹	Optional equipment - specify <i>Upgrade from 6" to 8"- 8JSCE with FT4 engine- trailer mounted¹</i>	\$35,826.00 ¹
Inside Work Lights ¹	Optional equipment - specify <i>Battery powered work lights mounted inside silent knight canopy¹</i>	\$466.00 ¹
Outside Work Lights ¹	Optional equipment - specify <i>Battery powered work lights mounted outside silent knight canopy¹</i>	\$609.00 ¹
UL DW Fuel Tank ¹	Optional equipment - specify <i>Standard size modular double walled UL fuel tank/skid mount¹</i>	\$5,003.00 ¹

VEHICLE:	6JSCEN			
DEALER:	Thompson Pump & Manufacturing Co., Inc.			
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$37,750.00	\$37,750.00	\$37,750.00	\$37,750.00

Non UL DW Fuel Tank ¹	Optional equipment - specify <i>Standard size modular double walled Non-UL fuel tank/skid mount</i> ¹	\$3,770.00 ¹
DC-to-AC Power Inverter ¹	Optional equipment - specify <i>DC battery power inverter for AC power mounted inside silent knight canopy</i> ¹	\$1,269.00 ¹
SCADA Interface ¹	Optional equipment - specify <i>SCADA Interface for dry contact alarm monitoring</i> ¹	\$1,938.00 ¹
Solar Battery Charger ¹	Optional equipment - specify <i>Solar powered battery charger</i> ¹	\$860.00 ¹
UV Protection ¹	Optional equipment - specify <i>Additional UV protection applied to Silent Knight canopy finish</i> ¹	\$544.00 ¹
Skid Corrosion Coating ¹	Optional equipment - specify <i>Corrosion resistant coating applied to standard modular skid base fuel tank</i> ¹	\$3,915.00 ¹
6x20 Suction Hose ¹	Optional equipment - specify <i>6" x 20' Suction Hose, Ball x Socket</i> ¹	\$445.00 ¹
6x10 Suction Hose ¹	Optional equipment - specify <i>6" x 10' Suction Hose, Ball x Socket</i> ¹	\$292.00 ¹
6x20 HP Discharge Hose ¹	Optional equipment - specify <i>6" x 20' High Pressure Discharge Hose, Ball x Socket</i> ¹	\$538.00 ¹
6x10 HP Discharge Hose ¹	Optional equipment - specify <i>6" x 10' High Pressure Discharge Hose, Ball x Socket</i> ¹	\$400.00 ¹
6x50 Lay-Flat Hose ¹	Optional equipment - specify <i>6" x 50' Lay Flat Discharge Hose, Ball x Socket</i> ¹	\$263.00 ¹
4x20 Suction Hose ¹	Optional equipment - specify <i>4" x 20' Suction Hose, Ball x Socket</i> ¹	\$225.00 ¹
4x10 Suction Hose ¹	Optional equipment - specify <i>4" x 10' Suction Hose, Ball x Socket</i> ¹	\$188.00 ¹
4x20 HP Discharge Hose ¹	Optional equipment - specify <i>4" x 20' High Pressure Discharge Hose, Ball x Socket</i> ¹	\$275.00 ¹
4x10 HP Discharge Hose ¹	Optional equipment - specify <i>4" x 10' High Pressure Discharge Hose, Ball x Socket</i> ¹	\$250.00 ¹
4x50 Lay-Flat Discharge Hose ¹	Optional equipment - specify <i>4" x 50' Lay Flat Discharge Hose, Ball x Socket</i> ¹	\$182.00 ¹
TBS Options ¹	Optional equipment - specify <i>Impeller type, discharge port direction, and/or start-up</i> ¹	\$2,990.00 ¹
FPM 4/6 ¹	Optional equipment - specify <i>(1) Field Preventative Maintenance service for 4" or 6" pump models</i> ¹	\$544.00 ¹

VEHICLE:	6JSCEN			
DEALER:	Thompson Pump & Manufacturing Co., Inc.			
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$37,750.00	\$37,750.00	\$37,750.00	\$37,750.00

FPM 8/10/12/18 ¹	Optional equipment - specify <i>(1) Field Preventative Maintenance service for 8", 10", 12", or 18" pump models</i> ¹	\$834.00 ¹
FPM 4/6 ¹	Maintenance Plan - specify <i>(1) Field Preventative Maintenance service for 4" or 6" pump models</i> ¹	\$544.00 ¹
FPM 8/10/12/18 ¹	Maintenance Plan - specify <i>(1) Field Preventative Maintenance service for 8", 10", 12", or 18" pump models</i> ¹	\$834.00 ¹
FSA Warranty 1	Warranty - specify <i>2 Year or 1500 hour standard limited warranty based on TPM warranty statement T&C starting the date of accepted shipment of pump.</i> ¹	Incl. ¹
Additional Warranty ¹	Warranty - specify <i>Additional (1) year of standard limited warranty based on TPM warranty statement starting the date of accepted shipment of pump.</i> ¹	\$1,250.00 ¹
N/A ¹	Warranty - specify	NA ¹

CITY OF MELBOURNE COUNCIL AGENDA ITEM



Consent Agenda Procurement Division

Agenda Date: January 24, 2017

SUBJECT:	Approval to Purchase One (1) 2017 Ford F-550 1.5 Ton Flatbed Dump Truck from Florida Sheriffs Association Contract # FSA16-VEH14.0 Specification #9	ITEMS: 1.5 Ton Dump Truck.pdf
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PREVIOUS RELEVANT ACTION:

This Unit is a replacement for unit # 4190, a 2003 Ford F-550 with 88,545 miles, an original purchase price of \$33,386, and a life-to-date maintenance cost of 45,723. This unit meets or exceeds the established criteria for replacement of units for this equipment class. The replacement unit will be used to transport work crews and haul debris and materials to and from various job sites throughout the city.

DISCUSSION:

Palmetto Ford Truck Sales is an awarded vendor under the Florida Sheriff's Association Contract # FSA16-VEH14.0. City Code allows for piggybacking contracts awarded through the use of competitive solicitation by other public agencies.

The Florida Sheriff's Association contract contains the awarded bidders' most competitive base prices and allows agencies to add options as needed. Palmetto Ford Truck Sales provided the attached quotations in the amount of \$49,535.

This unit has a 36-month or 36,000 mile bumper-to-bumper warranty and a 60-month or 60,000 mile powertrain warranty.

The Streets Management Department requests approval to purchase One (1) 2017 Ford F-550 1.5 Ton Flatbed Dump Truck for total cost of **\$49,535.00**.

SOLICITATION SUMMARY:			SOLICITATION WAIVER:	
Issue date:		# solicitations issued:	<input checked="" type="checkbox"/> "Piggyback" other entity	City Code Sec 2-576 (1)
Legal Ad date:		Pre-bid / pre-proposal date:	<input type="checkbox"/> Single source purchase	City Code Sec 2-576 (2)
Open date:		# of responses:	<input type="checkbox"/> Emergency purchase	City Code Sec 2-587

FINANCIAL:

Funding is available in Account Numbers:
64500541-564000 (Streets Management-Machinery and Equipment)

REQUESTED ACTION:

Approval to purchase One (1) 2017 Ford F-550 1.5 Ton Flatbed Dump Truck from **Palmetto Ford Truck Sales of Miami, FL** for a total cost of **\$49,535.00**.

CONTRACT TERM:

Florida Sheriff's Contract # FSA16-VEH14.0 will expire on September, 30, 2017.

Procurement Manager <i>Gregory Bunn</i>	Date 1-11-17	Department Director <i>[Signature]</i>	Date 1/11/17
Director of Finance <i>Sondra [Signature]</i>	Date 1/11/17	City Council Awarded/Approved	Date

REQUEST FOR APPROVAL (Non-Bid)		10/15	CC	CM
This form is used to request <u>approval</u> for non-bid item(s)/service(s), which exceed(s) total cost of \$15,000				
To: Gregory Bunn, Procurement & Contracts Mgr.		From: Ernest Hutman, Fleet Manager		
Description: Purchase of one (1) new 1.5 Ton Flatbed Dump Truck				
Requisition Number: 1238				
WAIVER OF FORMAL BID/QUOTE REQUIREMENT: Check / one box below: <input checked="" type="checkbox"/> "Piggyback" other governmental entity (provide name of entity and bid number below) <input type="checkbox"/> Single (sole) source purchase (provide justification below) <i>Subscriptions, Memberships, professional development/training (Explain need below)</i> Florida Sherriff's Contract # FSA16-VEH14.0 Specification # 9				
REQUESTED VENDOR: Palmetto Ford Truck Sales 7245 NW 36 th Street Miami, Florida, 33166				
BACKGROUND (Explain in detail as to need for product/service and how or where product/service will be used). This unit is a replacement for unit # 4190, a 2003 Ford F-550 with 88,545 miles, an original purchase price of \$33,386, and a Life to Date maintenance cost of \$45,723. This unit meets or exceeds the established criteria for replacement of units in this equipment class. The replacement unit will be used to transport a work crew and haul debris and materials to and from various job sites throughout the City.				
VEHICLE/EQUIPMENT REPLACEMENT (Provide Number(s)). # 4190/ Asset # 102153				
COST/ACCOUNT INFORMATION		Total Cost: \$49,535	Budgeted Amt: \$50,000 <i>MSK</i>	
<u>Account Number(s)</u> 64500541-564000		<u>\$ Amount</u> \$ 49,535		
IF BUDGETED AMOUNT IS INSUFFICIENT, WHERE WILL ADDITIONAL FUNDS BE FOUND?				
Preparer Signature:		<i>Ernest Hutman</i>		Date: 11/7/16
Department Director Signature:		<i>[Signature]</i>		Date: 12/28/16

Bill To
 FINANCIAL SERVICES RM-535
 PH: (321) 608-7013
 900 E. STRAWBRIDGE AVE.
 MELBOURNE, FL
 32901

Requisition 00001238-00 FY 2017

Acct No:
 64500541-564000
 Review:
 Buyer:

Status: Allocated

Page 1

Vendor
 PALMETTO FORD TRUCK SALES INC ACH
 7245 NW 36 STREET

Ship To
 FLEET MANAGEMENT
 PH: (321) 608-5400
 2901 HARPER ROAD
 MELBOURNE, FL 32904

MIAMI, FL 33166

Tel#305 470 1334
 Fax 305 470 1344

Delivery Reference
 ERNIE HUTMAN

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/16	056905		FOBDEST/FRT/PPD/ALWD		STREETS MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Sourcing Notes			
	***** AGENDA APPROVAL PENDING *****			
001	2017 FORD F550 4X2 (F5G) SPEC #9 WITH OPTIONS LISTED ON ATTACHED QUOTE Additional Description Notes FL SHERIFF ASSOC BID FSA16-VEH14.0	1.00 EACH	49535.00000	49535.00
1	64500541-564000		49535.00	
	Requisition Link			
	Requisition Total			49535.00
	***** General Ledger Summary Section *****			
	Account 64500541-564000		Amount 49535.00	Remaining Budget 60465.00

Authorized By: _____ Signature _____ Date: _____

Palmetto Ford Truck Sales, Inc.
 7245 NW 36 Street Miami, Florida 33166
 305-470-1334 / 305-470-1344 fax / 305-972-7133 cell
 crodgers@palmettotruck.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA16-VEH14.0

Purchaser: CITY OF MELBOURNE
 Address: 900 E. STRAWBRIDGE AVENUE
 City: MELBOURNE, FL. 32901

Date: 11/01/16
 Phone: 321-608-5401
 Attn: ERNEST HUTMAN
321-446-3120
ehutman@mebourneflorida.org

Base Model:	SPEC 9 - 2017 F550 4X2 (F5G)	Price:	\$34,775.00
Inc.	AM/FM RADIO, AIR CONDITIONING		
Exterior Color:	WHITE		
Interior Color and Covering:	GREY / VINYL		
Delivery Info:	ESTIMATED AT 145 DAYS FROM RECEIPT OF ORDER		

Option #	650A - XL TRIM PACKAGE	Price:	\$0.00
Option #	99Y - 6.8L SOHC EFI V10 GAS ENGINE	Price:	-\$5,000.00
Option #	44P - 6-SPEED AUTOMATIC TRANSMISSION	Price:	\$0.00
Option #	52B - ELECTRIC BRAKE CONTROLLER	Price:	\$265.00
Option #	3K - THIRD KEY	Price:	\$20.00
Option #	76C - BACK UP ALARM	Price:	\$135.00
Option #	68U - 19,000 GVWR PACKAGE	Price:	\$1,170.00
Option #	62R - PTO PROVISION	Price:	\$275.00
Option #	16CD - 16' CONTRACTORS DUMP WITH MANUAL GROUND LEVEL	Price:	\$16,700.00
Option #	TARP CONTROL	Price:	\$0.00
Option #	120CA - 120" CAB TO AXLE	Price:	\$520.00
Option #	91S - FOUR CORNER STROBES	Price:	\$650.00
Option #	TEMPT - TEMPORARY TAG	Price:	\$25.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00

Total Price of Base Unit and all Selected Options: \$49,535.00



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

17,501 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 SPECIFICATION #9

2017 Ford F-550 (F5G)

The Ford F-550 (F5G) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,775.00	\$34,775.00	\$34,775.00	\$34,775.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-550 (F5G)			
DEALER:	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$34,775.00	\$34,775.00	\$34,775.00	\$34,775.00

Order Code	Delete Options	All Zones
99Y ¹	Gas engine in lieu of diesel engine <i>Engine: 6.8L 3-Valve SOHC EFI NA V10¹</i>	\$5,000.00 ¹
572 ¹	Air conditioning <i>Air Conditioning Delete (LPO)¹</i>	\$500.00 ¹
58Y ¹	AM/FM stereo radio <i>Radio Delete (LPO) (Fleet)¹</i>	\$25.00 ¹
	Passenger air bag	NA
	On-Star	NA
	Satellite radio	NA
65M ¹	AFT tank for 18 gallon mid ship <i>26.5 Gallon Mid Ship Fuel Tank¹</i>	\$75.00 ¹

Order Code Add Options All Zones

Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

98R ¹	Engine/transmission upgrade - specify <i>Operator Commanded Regeneration (OCR) Includes active regeneration inhibit.¹</i>	\$245.00 ¹
	Engine/transmission upgrade - specify	NA
	Engine/transmission upgrade - specify	NA
BIFUEL ¹	Bi-fuel model - specify <i>Contact dealer to discuss availability and fleet requirements to establish cost¹</i>	Incl. ¹
	CNG prep - specify	NA
WCNGC ¹	CNG conversion (discuss with dealer) <i>Westport IBOX with 1 tank 20 (GGE) gas gallon equivalent CNG conversion. Add \$4,900 for 2 tank 40 (GGE) gas gallon equivalent CNG conversion.¹</i>	\$21,600.00 ¹
LPGC ¹	LPG conversion (discuss with dealer) <i>Contact dealer to discuss availability and fleet requirements to establish cost¹</i>	Incl. ¹
65C ¹	Dual fuel tanks <i>Combines 40 gallon aft-of-axle and 26.5 gallon mid ship tank.¹</i>	\$620.00 ¹
	Alternator, extra HD - specify amps	Std
67B ¹	Dual alternators <i>Total 377-Amps¹</i>	\$110.00 ¹
86A ¹	Idle control <i>Programmable Engine Idle Shutdown - 5 Minute After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain. Also available in 10, 15 and 20 minute settings¹</i>	\$245.00 ¹

VEHICLE:	F-550 (F5G)			
DEALER:	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$34,775.00	\$34,775.00	\$34,775.00	\$34,775.00

52B ¹	Electric brake controller <i>Trailer Brake Controller Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i> ¹	\$265.00 ¹
X4N ¹	Limited slip differential on rear axles <i>Limited Slip w/4.10 Axle Ratio</i> ¹	\$355.00 ¹
663A ¹	Manufacturer's model upgrade package (specify pkg. bid) <i>663A XLT PEP - Includes -Cloth 40/20/40 Split Bench Seat, 20% center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar. Radio: AM/FM Stereo/Single-CD/MP3 Player w/auxiliary audio input jack and 5 speakers. SYNC Communications & Entertainment System Includes voice-activated with 911 Assist and AppLink (includes 1 USB port, compass feature will display in instrumentation center). SiriusXM Satellite Radio Includes a 6-month prepaid subscription.</i> ¹	\$3,195.00 ¹
90L ¹	Power windows/door locks <i>Power Equipment Group</i> ¹	\$910.00 ¹
525 ¹	Speed control/tilt steering wheel <i>Steering Wheel-Mounted Cruise Control (LPO)</i> ¹	\$230.00 ¹
585 ¹	AM/FM radio with single CD <i>AM/FM Stereo/Single - CD/MP3 (LPO)</i> ¹	\$270.00 ¹
	Sliding rear window	NA
AS ¹	40/20/40 seat in vinyl	Std ¹
IS ¹	40/20/40 seat in cloth <i>Includes center armrest, cupholder, storage and driver's side manual lumbar</i> ¹	\$95.00 ¹
	Side air bags	Std
3K ¹	Third key	\$20.00 ¹
THB ¹	All terrain tread tires on rear <i>225/70Rx19.5G BSW Includes 4 traction tires on the rear and 2 all-season tires on the front. Optional spare is 225/70Rx19.5G BSW all-season.</i> ¹	\$185.00 ¹
76C ¹	Backup alarm - Factory Installed	\$135.00 ¹
BUA ¹	Backup alarm - Dealer Installed	\$135.00 ¹
872 ¹	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Factory Installed <i>Rear View Camera & Prep Kit - Screen is in rearview mirror and may be smaller than 3.5" - Upfitters kit includes camera with mounting bracket, 14" jumper wire and camera mounting and aiming instructions.</i> ¹	\$410.00 ¹
BUC ¹	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Dealer Installed <i>Minimum 3.5" screen</i> ¹	\$665.00 ¹
BS ¹	Bug shield	\$205.00 ¹
W5G ¹	Crew cab model	\$3,145.00 ¹
	Cutaway cab	NA
18B ¹	Cab steps <i>Platform Running Boards</i> ¹	\$315.00 ¹
942 ¹	Daytime running lights	\$40.00 ¹
	Immobilize daytime running lights	NA
X5G ¹	Extended cab	\$2,285.00 ¹

VEHICLE:	F-550 (F5G)			
DEALER:	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$34,775.00	\$34,775.00	\$34,775.00	\$34,775.00

512 ¹	Full size spare tire & rim	\$345.00 ¹
LHSL ¹	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$555.00 ¹
LHRHSL ¹	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$1,120.00 ¹
	Nitrogen filled tires including spare tire	NA
VVFS ¹	Rainshields - flange style <i>Depending on availability, may be replaced by stick on style. Additional \$125 for Crew Cab¹</i>	\$130.00 ¹
SL ¹	Spray-in liner (Rhino, Line-X or approved equivalent) <i>Cargo area and compartment tops of 9' utility body¹</i>	\$1,250.00 ¹
VVSS ¹	Vent visors - stick-on style <i>Depending on availability, may be replaced by flange style. Additional \$125 for Crew Cab¹</i>	\$130.00 ¹
WGG ¹	Wrap-around grille guard <i>Recommend 67H - Heavy service front suspension¹</i>	\$1,350.00 ¹
68U ¹	19,000 lb. GVWR <i>Requires 99Y 6.8L V-10 gasoline engine. Includes X8L - 4.88 limited slip rear axle¹</i>	\$1,170.00 ¹
68M ¹	22,000 lb. GVWR <i>19,500 GVWR Requires 99T 6.7L V-8 diesel engine. Includes X8L - 4.88 limited slip rear axle¹</i>	\$1,510.00 ¹
62R ¹	PTO provision, automatic <i>Includes transmission mounted live drive and stationary mode PTO.¹</i>	\$275.00 ¹
	PTO transmission driven, manual (dealer installed)	NA
PTO ¹	PTO transmission driven, automatic (dealer installed)	\$1,850.00 ¹
4KEHC ¹	4,000 lb. EH Auto Crane, or approved equivalent, with crane reinforcements with manual outriggers <i>4004EH¹</i>	\$20,800.00 ¹
4KCB ¹	Appropriate Auto Crane body with shelf package, 12" bumper with crank outriggers, or approved equivalent <i>9' crane body for use with 4KEHC crane. Additional \$4,700 for 9' crane body for use with 5KEHC crane¹</i>	\$12,700.00 ¹
5KEHC ¹	5,000 lb. EH Auto Crane, or approved equivalent, with crane reinforcements with manual outriggers <i>5005EH¹</i>	\$24,700.00 ¹
1600LG ¹	1,500 lb. lift gate <i>1,600 lb capacity tuckaway liftgate w/ 72" x 36" steel platform¹</i>	\$3,395.00 ¹
12KW ¹	12,000 lb. winch with remote <i>Requires 67H - Heavy service front suspension¹</i>	\$2,875.00 ¹
	Front stabilizer bars	Std
531P ¹	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. May be dealer installed. <i>Trailer Tow Package Includes aftermarket trailer brake wiring kit. Trailer Brake Controller not included. Add \$1,075 for 535 High Capacity Trailer Tow Package and requires 68M 19,500 GVWR upgrade.¹</i>	\$440.00 ¹
2YD ¹	2-3 yd. dump with manual ground control tarp (requires 60" CA) <i>9' 2-3 cubic yard dump with 12" sides. Add \$650 for 16" sides and 3-4 cubic yard capacity. Requires 62R - PTO provision¹</i>	\$12,800.00 ¹

VEHICLE:	F-550 (F5G)			
DEALER:	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,775.00	\$34,775.00	\$34,775.00	\$34,775.00

KMT1 ¹	Optional body - specify <i>11' crane body with torq-isolator crane support system. Exclusive 12 stage K-coat protection, (6) recessed cargo tie-downs in floor - 6,000# capacity, LED stop/tail/turn lights and backup lights. 24" work surface bumper with thru compartment, vise plate & 2" receiver tube. Hydraulics: PTO, hydraulic pump for crane, hydraulic reservoir with guard. Master Locking System, Cab Protector, (4) halogen work lights installed, hydraulic out/hydraulic outriggers and 97db audible alarm included. 44" high side packs and 60" high right front vertical comp with 3-pt t-handles. 7 drawer unit 1st vertical compartment. Gas bottle retainer, vented top & bottom. Requires 84CA - 84" cab to axle. Recommend 68M 19,500 GVWR package</i> ¹	\$37,000.00 ¹
KMT2 ¹	Optional body - specify <i>11' crane body with torq-isolator crane support system. Exclusive 12 stage K-coat protection, (6) recessed cargo tie-downs in floor - 6,000# capacity, LED stop/tail/turn lights and backup lights. 24" work surface bumper with thru compartment, vise plate & pintle mount plate (pintle not included). PTO, hydraulic pump for crane, hydraulic reservoir with guard. Master Locking System, Cab Protector, (4) halogen work lights installed, hydraulic out/hydraulic outriggers and 97db audible alarm included. 60" high side packs with 3-pt T-handles. 7 drawer unit gas bottle retainer vented top & bottom. Requires 84CA - 84" cab to axle. Recommend 68M 19,500 GVWR package</i> ¹	\$40,200.00 ¹
8NWM ¹	Optional body - specify <i>New Way Mamba HB800 8 cubic yard rear loader garbage collection body. LED body lights, upper work lights, strobe light, manual packing controls, tailgate ajar indicator. Requires 10SCA - 108" cab to axle. Requires 62R - PTO provision. Recommend 68M 19,500 GVWR package</i> ¹	\$52,600.00 ¹
NLBR ¹	Optional body - specify <i>Non listed body requests will be offered at a discount from MSRP.</i> ¹	Incl. ¹
	Powder coating for utility body	NA
CS ¹	Cab Shield Headache Rack (protects back of cab) <i>Body selection will create back of cab protection.</i> ¹	Incl. ¹
PR ¹	Pipe rack w/expended metal basket over cab (for utility body)	\$2,395.00 ¹
SLR ¹	Single ladder rack side mounted (specify street or curbside)	\$2,175.00 ¹
108CA ¹	Optional equipment - specify <i>108" cab to axle</i> ¹	\$342.00 ¹
SLT21-21 ¹	Optional equipment - specify <i>Stamm scissor lift working platform w/21' working height, 12' traversing for working on signs or traffic signals, includes 12' flatbed. Requires 62R - PTO provision and 67H - Heavy service front suspension. Options - Jib and Winch add \$11,400</i> ¹	\$74,500.00 ¹
ATR41 ¹	Optional equipment - specify <i>Stamm 41' working height aerial bucket with 180 degree rotation, toll connections at bucket, 108" utility body, 48" tailshelf, amber strobe. Requires 68M - 19,500 GVWR package, 62R - PTO Provision and 67H - Heavy service front suspension. Options - Jib and Winch add \$11,450</i> ¹	\$73,300.00 ¹
ATR45 ¹	Optional equipment - specify <i>Stamm 45' working height aerial bucket with 180 degree rotation, toll connections at bucket, 132" utility body, 48" tailshelf, amber strobe. Requires 68M - 19,500 GVWR package, 62R - PTO Provision, 67H - Heavy service front suspension and 84CA - 84" cab to axle. Options - Jib and Winch add \$11,450</i> ¹	\$76,300.00 ¹
96V ¹	Optional equipment - specify <i>96V XL Value Package Includes: 4.2" Center-Stack Screen, Radio: AM/FM Stereo/Single-CD/MP3 Player Includes auxiliary audio input jack and 4 speakers, Chrome Front Bumper, Steering Wheel-Mounted Cruise Control</i> ¹	\$715.00 ¹
67H ¹	Optional equipment - specify <i>67H Heavy-Service Front Suspension Package Includes pre-selected heavy-service front springs</i> ¹	\$120.00 ¹
535 ¹	Optional equipment - specify <i>High Capacity Trailer Tow Package. Requires 68M 19,500 GVWR package</i> ¹	\$1,075.00 ¹
63A ¹	Optional equipment - specify <i>Utility Lighting System Includes LED side-mirror spotlights.</i> ¹	\$155.00 ¹

VEHICLE:	F-550 (F5G)			
DEALER:	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$34,775.00	\$34,775.00	\$34,775.00	\$34,775.00

3YD ¹	2-3 yd. dump with manual ground control tarp (requires 84" CA) <i>11' 2-3 cubic yard dump with 12" sides. Add \$650 for 16" sides and 3-4 cubic yard capacity. Requires 62R - PTO provision. Recommend 68M - 19,500 GVWR package¹</i>	\$13,900.00 ¹
12FSB ¹	12 ft. flat stake body with 40" sides all around (requires 84" CA) <i>removable sides¹</i>	\$9,100.00 ¹
16FSB ¹	16 ft. flat stake body with 40" sides all around (requires 120" CA) <i>removable sides¹</i>	\$10,200.00 ¹
16FD ¹	16 ft. flatbed dump with manual ground control tarp, 14" sides (requires 120" CA) <i>No Sides - See option "16CD" - 16 ft. contractors dump with manual ground control tarp with 14" sides listed below. Requires 62R - PTO provision¹</i>	\$16,000.00 ¹
16CD ¹	16 ft. contractors dump with manual ground control tarp, 14" sides (requires 120" CA) <i>Requires 62R - PTO provision¹</i>	\$16,700.00 ¹
JD19C ¹	19 ft. rollback wrecker with wheel lift (requires 120" CA) <i>Jer-Dan 19' steel deck car carrier with wheel lift, 2 tool boxes, #8k capacity winch, light bar, upper and lower work lights, chains and straps. Requires 68M - 19,500 GVWR package, 62R - PTO provision and 120CA - 120" cab to axle¹</i>	\$37,000.00 ¹
84CA ¹	84" cab to axle	\$165.00 ¹
120CA ¹	120" cab to axle	\$520.00 ¹
11UB ¹	11 ft. utility (requires 84" CA) <i>Add \$900 for lighted compartments, \$665 for master locking system, \$1,880 for flip top, \$5,800 for medium height canopy roof¹</i>	\$12,300.00 ¹
9SBW ¹	Manufacturer's certified factory standard 9' wide service body for dual rear wheels to include appropriate mirrors - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Add \$900 for lighted compartments, \$665 for master locking system, \$1,880 for flip top, \$5,800 for medium height canopy roof¹</i>	\$10,900.00 ¹
14DF ¹	Manufacturer's certified factory 14' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors - specify. (Requires 111" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Inc. hardwood floor, roll up rear door and ICC bumper. Requires minimum. Requires 108CA - 108" cab to axle¹</i>	\$11,300.00 ¹
16DF ¹	Manufacturer's certified factory 16' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors - specify. (Requires 129" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Inc. hardwood floor, roll up rear door and ICC bumper. Requires 120CA - 120" cab to axle¹</i>	\$12,100.00 ¹
18DF ¹	Manufacturer's certified factory 20' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors - specify. (Requires 129" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>18' dry freight body. Inc. hardwood floor, roll up rear door and ICC bumper. Requires 120CA - 120" cab to axle. Recommend 68M - 19,500 GVWR package. Not compatible with liftgate¹</i>	\$12,350.00 ¹
MPL40 ¹	Optional body - specify <i>Jer-Dan MPL40 wrecker, dual 8k winches, wheel slings, upper and lower work lights, LED lightbar, chains, straps, tunnel tool box and push type front bumper. Requires 68M - 19,500 GVWR package, 62R - PTO provision and 84CA - 84" cab to axle¹</i>	\$49,000.00 ¹

VEHICLE:	F-550 (F5G)			
DEALER:	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$34,775.00	\$34,775.00	\$34,775.00	\$34,775.00

43B-924 ¹	Optional equipment - specify <i>Fixed Rear-Window w/Defrost and Privacy Glass¹</i>	\$85.00 ¹
43C ¹	Optional equipment - specify <i>110V/400W Outlet¹</i>	\$70.00 ¹
76S ¹	Optional equipment - specify <i>Remote Start System. Requires 90L - Power Equipment Group¹</i>	\$190.00 ¹
91S ¹	Optional equipment - specify <i>Amber LED Warning Strobes (Pre-Installed) Custom accessory. Includes center high-mounted stop light bar and 2 hood mounted lights¹</i>	\$650.00 ¹
	Optional equipment - specify <i>hourly labor rate¹</i>	\$165.00 ¹
NLER ¹	Optional equipment - specify <i>Non listed equipment requests will be offered at a discount from MSRP.¹</i>	Incl. ¹
TEMPT ¹	Temporary tag	\$25.00 ¹
TRANT ¹	Transfer existing registration (must provide tag number) <i>Does not include renewal. This is high estimate and difference of actual cost will be refunded to agency¹</i>	\$350.00 ¹
NEWT ¹	New state tag (specify state, county, city, sheriff, etc.) <i>This is high estimate and difference of actual cost will be refunded to agency¹</i>	\$475.00 ¹
D4Y125K ¹	Maintenance Plan - specify <i>Ford 4 year / 125,000 mile plan. Inc. 13 service visits / 10,000 mile intervals. Add \$1,445 for 25 service visits at 5,000 mile intervals¹</i>	\$3,415.00 ¹
D5Y125K ¹	Maintenance Plan - specify <i>Ford 5 year / 125,000 mile plan. Inc. 13 service visits / 10,000 mile intervals. Add \$1,445 for 25 service visits at 5,000 mile intervals¹</i>	\$3,470.00 ¹
D6Y125K ¹	Maintenance Plan - specify <i>Ford 6 year / 125,000 mile plan. Inc. 13 service visits / 10,000 mile intervals. Add \$1,445 for 25 service visits at 5,000 mile intervals¹</i>	\$3,530.00 ¹
G5Y125PC ¹	Warranty - specify <i>GAS ENGINE - Ford PowertrainCARE ESP w/zero deductible - 5 year / 125,000 mile / 5,000 hour. Additional \$750 for tow truck applications¹</i>	\$2,985.00 ¹
G5Y125BC ¹	Warranty - specify <i>GAS ENGINE - Ford BaseCARE ESP w/zero deductible - 5 year / 125,000 mile / 5,000 hour. Additional \$750 for tow truck applications¹</i>	\$3,450.00 ¹
G5Y125EC ¹	Warranty - specify <i>GAS ENGINE - Ford ExtraCARE ESP w/zero deductible - 5 year / 125,000 mile / 5,000 hour. Additional \$750 for tow truck applications¹</i>	\$3,950.00 ¹
D6Y150PC ¹	Diesel Warranty - specify <i>DIESEL ENGINE - Ford PowertrainCARE w/zero deductible - 6 year / 150,000 mile / 6,000 hours. Additional \$750 for tow truck applications¹</i>	\$4,180.00 ¹
D6Y150BC ¹	Diesel Warranty - specify <i>DIESEL ENGINE - Ford BaseCARE w/zero deductible - 6 year / 150,000 mile / 6,000 hours. Additional \$750 for tow truck applications¹</i>	\$4,605.00 ¹
D6Y150EC ¹	Diesel Warranty - specify <i>DIESEL ENGINE - Ford ExtraCARE w/zero deductible - 6 year / 150,000 mile / 6,000 hours. Additional \$750 for tow truck applications¹</i>	\$5,330.00 ¹



	Item No.	11
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<u>SUBJECT</u> Items Removed from the Consent Agenda
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DEPARTMENT:	Reading No.	N/A
FINANCIAL SERVICES	Public Hearing	N/A
	Disclosure Required	N/A
	Item No.	12

SUBJECT: Employee Group Medical Insurance Plan Renewal

The City provides various insurance programs as benefits for employees, with the plan year beginning April 1, 2017. The Group Medical and Prescription Drug Plan is the only insurance program up for renewal this year. (Group Life, Long-Term Disability, Short-Term Disability, Dental Insurance, and the City's Flexible Spending Account program are on continuing contracts and will be presented to Council for renewal at a future date.)

Two options were presented by Health First Health Plans for the 2017 plan year, either a 7.8% increase in the premium or an increase in the deductible to \$1,000 individual/\$2,000 family. Currently, the plan deductible is \$500 individual/\$1,000 family, but the entire deductible is waived if the employee completes an online health assessment each year. This waiver will continue to apply, bringing deductibles for those completing the assessment to \$500 individual/\$1,000 family.

Alternatively, under the 7.8% increase option, most employee groups would see a substantial increase in employee cost. Non-union and LIU employees would begin to pay for single coverage at \$39 per month and would pay an additional \$104 per month for family coverage, from \$228 per month to \$332 per month. PBA and IAFF employees would pay an additional \$65 per month for family coverage, from \$228 per month to \$293 per month. The City would continue to pay 100% of PBA and IAFF employee single coverage, which would increase the City's cost by approximately \$113,000.

The City's Employee Benefits Committee, consisting of 11 employee representatives from different departments, met twice to review and discuss renewal options for the Group Medical and Prescription Drug Plan. Following discussion with insurance representatives and fellow employees, the Employee Benefits Committee is recommending renewal of the Group Medical and Prescription Drug Plan with Health First Health Plans for the 2017 plan year with the increased deductible option, which will increase from \$500 individual/\$1,000 family to \$1,000 individual/\$2,000 family.

FISCAL IMPACT

The total estimated annual premium beginning April 1, 2017 is \$9,360,000, with an estimated cost to the City of \$7,264,000 and an estimated cost to the employees of \$2,096,000.

REQUESTED ACTION

Approve the renewal of Group Medical & Prescription Drug Insurance with Health First Health Plans for the 2017 plan year.

Office of Risk Management



Memorandum

TO: MICHAEL McNEES, CITY MANAGER

VIA: SONDRA D'ANGELO, INTERIM DIRECTOR OF FINANCE and
LINDA SOUTH, MANAGEMENT SERVICES DIRECTOR

FROM: JIM GALLAGHER, RISK MANAGER 

DATE: JANUARY 11, 2017

SUBJECT: RENEWAL OF GROUP MEDICAL & PRESCRIPTION DRUG PLAN

The anniversary date for the renewal of the City's Employee Group Medical and Prescription Drug Plan is April 1, 2017. Each year, the Employee Benefits Advisory Committee strives to find the best insurance plans at the best value for the most employees. The following is a summary of the recommendations from the Committee for 2017.

Group Medical Insurance and Prescription Drug Plans

Health First Health Plans was first awarded a five-year group medical insurance contract by City Council effective April 1, 2008. That contract was renewed for an additional five-year term by City Council effective April 1, 2013, pending acceptable annual renewal terms and conditions. Premiums for the Prescription Drug (Rx) Plan are included in the health insurance premiums.

Health First has done an excellent job providing affordable health care opportunities and currently administers two distinct group medical plans for City employees, a Standard HMO plan and a Preferred Provider Organization PPO HF24 plan. Employees may elect the Standard HMO plan or buy up to the PPO plan during the open enrollment period. Currently there are approximately 1,900 covered employees, retirees, and family members.

In addition, Health First Health Plans benefits now incorporate both their Healthy Living Wellness Program and their AllClear Secure identity theft protection service, which includes credit monitoring, all at no additional charge.

Health First and staff negotiated a 7.8% renewal premium increase on current plans for the 2017 plan year. The 7.8% rate increase is justified by the City's plans utilization trend, which continues to be above the National average, and by our .90+ Member Loss Ratio. Other factors contributing to the proposed rate increase are general utilization and medical trends within Health First's overall book of business.

Health First also provided an alternative to offset the 7.8% rate increase. That alternative is to increase the current \$500 single/\$1,000 family deductibles, that don't apply to those who complete Health

First's on-line wellness assessment, to \$1,000 single/\$2,000 family, which will reduce to \$500/\$1,000 for those who complete Health First's on-line wellness assessment.

Staff presented the 7.8% renewal proposal and offset option to the Employee Benefits Advisory Committee and, after evaluating them and soliciting feedback from their peers, the Committee voted to recommend renewal of the group medical and prescription drug plans with Health First Health Plans for the 2017 plan year with no premium rate increase on current plans, but with an additional \$500/\$1,000 deductible amount over and above the current deductibles.

Recommendation

It is requested that City Council approve the recommendation of the Employee Benefits Advisory Committee to renew the Group Medical and Prescription Drug Plan with Health First Health Plans for the 2017 plan year with no premium rate increase on current plans, but with an additional \$500/\$1,000 deductible amount over and above the current deductibles at an estimated annual cost of \$9,360,000.

Attachments:

Exhibit A – Renewal premium summary. - 1 Page

Exhibit B – Final Rate Exhibit showing deductibles, benefits, and renewal rate. – 1 Page

2017 Renewal Premium Summary							
Non-Union & LIU							
	Current Total Premium	Employee Pays	City Pays 100% of single and 73% of premium for Family	No. Emps. as of Nov 2016	Monthly City Cost	Annual City Cost	Combined Annual City Cost
Single	\$494.54	\$0.00	\$494.54	242	\$119,678.68	\$1,436,144.16	\$4,663,502.88
Dependent	\$835.80	\$228.10	\$607.70	244	\$148,278.80	\$1,779,345.60	
Family	\$1,330.34	\$228.10	\$1,102.24	244	\$268,946.56	\$3,227,358.72	
PBA & IAFF							
	Current Total Premium	Employee Pays	City Pays 100% of single and 73% of premium for Family	No. Emps. as of Nov 2016	Monthly City Cost	Annual City Cost	Combined Annual City Cost
Single	\$494.54	\$0.00	\$494.54	86	\$42,530.44	\$510,365.28	\$2,600,212.32
Dependent	\$835.80	\$228.10	\$607.70	158	\$96,016.60	\$1,152,199.20	
Family	\$1,330.34	\$228.10	\$1,102.24	158	\$174,153.92	\$2,089,847.04	
Total Annual City Cost							\$7,263,715.20



Rate Exhibit Summary - FINAL

Customer Name:	City of Melbourne
Renewal Date:	4/1/2017

Plan Name	Renewal*		Renewal*	
	City of Melbourne HMO 6017 CS		HF24 500/3000 PPO 6128 CS	
Benefits	In-Network (Single/Family)		In-Network (Single/Family)	
Office Copay (PCP/SPC)	\$15/\$30		\$20/\$40	
Other Copays (IP/ER/UC)	20%/\$250/\$50		\$250*/20%/\$50	
Deductible with Completed Wellness ¹	\$500/\$1,000		\$1,000/\$2,000	
Deductible without Wellness Points Completed ²	\$1,000/\$2,000		\$1,500/\$3,000	
Coinsurance	20%		20%	
Out-of-Pocket Max	\$3,000/\$6,000		\$3,000/\$6,000	
Pharmacy	2/15/45/90/20%		2/15/45/90/20%	
Vision	Vision Plan-\$15 Exam		Vision Plan-\$15 Exam	
	Out-of-Network (Single/Family)		Out-of-Network (Single/Family)	
Deductible	N/A		\$2,000/\$4,000	
Coinsurance	N/A		30%	
Out-of-Pocket Max	N/A		\$6,000/\$12,000	
Enrollment				
Single	438		8	
Family	423		3	
Rates	Current	Proposed	Current	Proposed
Single	\$494.54	\$494.54	\$762.92	\$762.92
Family	\$1,330.34	\$1,330.34	\$1,884.12	\$1,884.12
Monthly Premium	\$779,342.34		\$11,755.72	
Annual Premium	\$9,352,108.08		\$141,068.64	
Change from Current	0.00%		0.00%	

* Increased deductibles by \$500 for rate pass.

Assumptions:

- * Final rates will be based upon the enrolled census.
- * HF reserves the right to revise rates for changes of enrollment of +/- 10%.
- * Rates assume a total carrier replacement.
- * A minimum employer contribution equal to 50% of the single premium is required.

- * A minimum of 70% participation of eligible employees is required (if coverage is contributory)
- * Approval is subject to Health First Health Plans final review.
- * No more than 20% of the eligible group can reside or work outside of the Health First service area.

- 1 If Associate completes the Wellness Assessment**
- 2 If Associate does NOT complete the Wellness Assessment**



DEPARTMENT:	Reading No.	1
COMMUNITY DEVELOPMENT	Public Hearing	Yes
	Disclosure Required	Yes
COUNCIL DISTRICT: 4	Item No.	13

SUBJECT
 Ordinance No. 2017-03, Comprehensive Plan Amendment (CPA-2016-09), Ordinance No. 2017-04, Rezoning Request (Z-2016-1246) Carmax Auto Superstore

BACKGROUND/CONSIDERATION

These are the first readings of ordinances amending the future land use from Medium Density Residential to Mixed Use on 6.29± undeveloped acres, and establishing C-P (Commercial Parkway) zoning on 17.4± undeveloped acres on property located on the north side of Palm Bay Road, west of Dairy Road and east of Durham Drive.

The property was annexed in 2005 and was granted a future land use designation; however, the zoning was never established and a development plan was never submitted. A vehicle sales business is now proposed, which necessitates the future land use change and the establishment of C-P zoning. A site plan will be considered after the second reading of the ordinances.

The surrounding area consists of commercial and multi-family uses along Palm Bay Road, and to the east and west. One single-family home is located to the north on a large, 2.55±-acre property.

A notice of intent to file a petition against these requests has been submitted; however, a petition has not been received at this time.

At the January 5, 2017 Planning and Zoning Board meeting, a resident located across Palm Bay Road had concerns about noise and traffic. The applicant identified that there will be no outdoor speakers/intercom systems and the traffic engineer identified that the type of trips generated by this project will not decrease the Level of Service (LOS) on the Palm Bay Road. After the public hearing, the Planning and Zoning Board voted unanimously to recommend approval of these requests.

FISCAL IMPACT (IF APPLICABLE)
 N/A

REQUESTED ACTION

- a. Recommend approval of Ordinance No. 2017-03, based on the findings contained in the Planning and Zoning Board memorandum; and
- b. Recommend approval of Ordinance No. 2017-04, based on the findings contained in the Planning and Zoning Board memorandum.

MEMORANDUM



*Community Development
Department*

TO: Michael A. McNees, City Manager

THRU: Cindy Dittmer, AICP, Community Development Director

FROM: Cheryl Dean, AICP, Planning Manager

RE: **Comprehensive Plan Amendment *Minor Amendment* (CPA-2016-09),
Zoning Request (Z-2016-1246) Carmax Auto Superstore**

DATE: January 12, 2016

Property Owner / Applicant / Representative

CarMax Auto Superstores, Inc., Owner/Applicant; Greg Saia, CenterPoint Integrated Solutions, LLC/Representative

Proposed Action:

- **Comprehensive Plan Amendment** request to change the existing Medium Density Residential Future Land Use to a Mixed Use Future Land Use on 6.29± acres;
- **Zoning Amendment** request to establish C-P (Commercial Parkway District) zoning on 17.4± acres; and

Location

This property is located on the north side of Palm Bay Road, west of Dairy Road and east of Durham Drive, in Township 28S, Range 37E, Section 20. The property is located in Council District 4.

History

The property is currently vacant and undeveloped. The site has a Future Land Use of Mixed Use and Medium Density Residential; however, the property was not given a City zoning district at the time of annexation. The zoning action was postponed by the Planning and Zoning Board until the applicant submitted a site plan in conjunction with the zoning request. However, the applicant at the time (Palm Bay 20) never submitted a proposal for site plan approval to the Planning Department.

In 2005:

- Property is annexed into the City (AR-2005-177, Ordinance No. 2005-135).

- [December] Planning and Zoning Board recommends approval of the annexation and comprehensive plan amendment for a Medium Density Residential land use. Zoning action is postponed until a site plan is submitted by the applicant (Palm Bay 20).
- Original request for Medium Density Residential (CPA-2005-16) on the entire property is withdrawn by the applicant.

In 2006:

- Property granted a Commercial/Medium Density Residential Future Land Use on 11.1± acres and a Medium Density Future Land Use on 6.29± acres (CPA- 2006-27/Ordinance No. 2006-65).
- Applicant does not submit a site plan and the zoning action is postponed again by the Planning and Zoning Board.

Since 2006, no site plan has been submitted for the property and the site maintains a Brevard County zoning designation of BU-1.

Adjacent Property Information

The 17.4± acre site is bordered by property within the City of Melbourne, the City of West Melbourne, the unincorporated County, and the City of Palm Bay. The following table gives an overview of the zoning and future land uses on properties adjacent to the subject land.

To the East: Gator of Palm Bay Used car sales (Brevard County); BJs shopping plaza and Venetian Village Condominiums (City of Melbourne)
 Zoning: BU-1 (Brevard County); C-1 (Neighborhood Commercial) and C-2 (General Commercial) (City of Melbourne)
 Land Use: CC (Brevard County); Mixed Use and General Commercial (City of Melbourne)

To the West: Capeside Dental Office and vacant residential land (City of West Melbourne)
 Zoning: C-P and R-3 (City of West Melbourne)
 Land Use: Commercial and HD RES (City of West Melbourne)

To the North: Single family residence and agricultural property (Brevard County); The Haven at Riviera apartment complex (West Melbourne)
 Zoning RR-1 and AU (Brevard County); R-3 (City of West Melbourne)
 Land Use RES 4 (Brevard County); Residential (City of West Melbourne)

To the South: Gator of Palm Bay used car sales (Brevard County); Across Palm Bay Road, Woodside at Port Malabar Condominiums; vacant commercial property
 Zoning: BU-1 (Brevard County); RM 20, Community Commercial (City of Palm Bay)
 Land Use: CC (Brevard County); MF and COM (City of Palm Bay)

The subject property is primarily designated on the City's Future Land Use Map as Mixed Use, with a small area of Medium Density Residential (MDR) located at the north end of the property.

COMPREHENSIVE PLAN AMENDMENT (Future Land Use Map) ANALYSIS

The applicant is requesting a Comprehensive Plan amendment for the northern 6.29± acres of the subject site that is currently designated as Medium Density Residential. This small scale amendment will change the Future Land Use Map designation on this property from Medium Density Residential to Mixed Use.

The subject site lies on the north side of Palm Bay Road in an area that contains a mixture of commercial and residential uses. The north side of Palm Bay Road in this area is developed with a variety of commercial uses. In this vicinity, the south side of Palm Bay Road is developed with a condominium complex. Multi-family residential uses are located to the north as well as one large lot single family residential property and one agriculturally zoned parcel. Vacant property zoned for commercial use in the City of West Melbourne is located to the west of the amendment site. To the east, property is designated as General Commercial (BJs Shopping Center) and Mixed Use (Venetian Village Condominiums). In addition, a small enclave of unincorporated property, bordered on three sides by the subject property, is located along the north side of Palm Bay Road. This County property has a Community Commercial land use designation and is zoned BU-1 (General Retail Commercial).

Approximately 11.1± acres of the subject site is already designated as Mixed Use on the Future Land Use Map, which permits the consideration of commercial and residential uses with a maximum density of fifteen units per acre (the same density as the existing Medium Density Residential future land use). According to the Future Land Use Element of the Comprehensive Plan, the Mixed Use land use category is intended to provide a mixture of residential, commercial, recreational and institutional uses generally along major transportation corridors in the City. The placement of Mixed Use land use on the 6.29± acres is guided by Future Land Use Element (FUTURE LAND USE ELEMENT) Policy 1.4.2. This policy contains criteria that states the mixed use category is available for:

“promoting mixed-use developments mainly along major transportation corridors,” and that Mixed Use land uses may be “applied to parcels containing at least one acre in size and located along major arterials or collectors.”

The proposal, in conjunction with City Comprehensive Plan policies, provides for continued compatibility to existing and proposed land uses in the neighborhood, both within the City and outside the City.

ZONING DESIGNATION ANALYSIS

Establishing C-P zoning on the entire 17.4± acres is the focus of the proposed request, and is reviewed in accordance with Appendix B, Article IX, Section 1(A), which states that the proposed amendment or change shall be studied to determine:

- (a) The need and justification for the change;
- (b) When pertaining to the rezoning of land, the effect of the change, if any, on a particular property and on surrounding properties;
- (c) When pertaining to the rezoning of land, the amount of undeveloped land in the general area and in the City having the same classification as that requested; and
- (d) The relationship of the proposed amendment to the purpose of the City's plan for development with appropriate consideration as to whether the proposed change will further the purposes of this ordinance and the plan.

Need for Change: Currently, the property has a Brevard County zoning designation of BU-1. In order to develop within the City of Melbourne, a City zoning designation must be established by ordinance. The Mixed Use Future Land Use is appropriate for commercial uses such as a motor vehicle dealership. The C-P zoning district can be considered within the Mixed Use land use designation.

Effect on the Property and Surrounding Properties: The subject site is presently undeveloped. The subject property was never given a City zoning district. This outcome occurred because the property owner at the time did not submit a site plan in conjunction with the establishment of zoning and the Planning and Zoning Board tabled the zoning request.

A mix of residential uses are located to the north and east of the subject site. Condominium properties to the northeast have a Mixed Use Future Land Use with C-1 zoning. The proposed site plan identifies opaque screening as well as retention where adjacent to the neighboring residential uses, separating the commercial use by more than 100 feet.

The C-P zoning is consistent with the commercial uses located along the Palm Bay Road corridor. The requested zoning should not detrimentally impact the surrounding area. The surrounding C-2, BU-1 (County), and C-P (West Melbourne) districts allow similar uses.

Amount of Similarly Zoned Land in the Vicinity: Placing C-P zoning on the subject property is consistent with the current zoning of adjacent properties along the frontage of the Palm Bay Road corridor. The BJ's Shopping Center directly to the east is zoned C-2 and the West Melbourne property located directly to the west has C-P and R-3 zoning.

Consistency with the Comprehensive Plan: The C-P zoning district is permitted in the Mixed Use future land use classification. The C-P zoning classification is intended to apply to an area:

“...located adjacent to a main highway. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city. Large lot sizes and other restrictions are intended to minimize frequent ingress and egress to the highway from abutting

uses, thereby allowing the thoroughfare to serve its primary function of carrying an uninterrupted flow of traffic.”

The proposed zoning change is consistent with the Future Land Use Map, policies in the Future Land Use Element, and other elements of the Comprehensive Plan since the surrounding area is commercial in nature and is developed with a variety of non-residential uses. In addition, the applicant is placing the project's stormwater retention ponds adjacent to the neighboring residential uses the north and to the east.

Joint Planning Agreement (JPA):

The subject property is located within the Joint Planning Agreement area per the Joint Planning Agreement between the City of Melbourne and Brevard County. This item has been forwarded to Brevard County Planning and Development Department and no comments have been received as of this date.

During the public hearing at the January 5, 2017 Planning and Zoning Board meeting, one resident expressed concern with regards to noise due to outdoor speakers and increased traffic. The applicant's representative indicated that Carmax does not use intercoms; sales associates are contacted via pager if they need to be reached, and all work on vehicles is completed inside the building and will not generate any noise. The applicant's traffic engineer advised that the traffic study prepared for the project indicated the proposed development would not trigger any deficiencies on Palm Bay Road and the additional trips would be minimal.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of these requests.

Recommendation

Based upon the findings contained in the Planning and Zoning Board memorandum, for the 17.4±-acre undeveloped property, located on the north side of Palm Bay Road, west of Dairy Road and east of Durham Drive, the Planning and Zoning Board and the Community Development Department recommend:

- A. Approval of CPA-2016-09**, to change the existing Medium Density Residential Future Land Use to Mixed Use Future Land Use on the northern 6.29±-acre portion of the 17.4±-acre property; and
- B. Approval of Z-2016-1246**, to establish C-P (Commercial Parkway District) zoning on all 17.4± acres.

MEMORANDUM



City of Melbourne
Community Development
Department

TO: Mayor and Council

FROM: Alan King, Chairman
Planning and Zoning Board

RE: **Comprehensive Plan Amendment *Minor Amendment* (CPA-2016-09), Zoning Request (Z-2016-1246) and Site Plan Approval (SP-2016-23) Carmax Auto Superstore**

DATE: January 6, 2017

APPLICANT: CarMax Auto Superstores, Inc.

REPRESENTATIVE: Greg Saia, CenterPoint Integrated Solutions, LLC

The Planning and Zoning Board, at its regularly scheduled meeting of January 5, 2017, reviewed the above referenced request for a Comprehensive Plan Amendment, Zoning and Site Plan approval.

During the public hearing, one residential expressed concern with regards to noise due to outdoor speakers and increased traffic. The applicant's representative indicated that Carmax does not use intercoms; sales associates are contacted via pager if they need to be reach, and all work on vehicles is completed inside the building and will not generate any noise. The applicant's traffic engineer advised that the traffic study prepared for the project indicated the proposed development would not trigger any deficiencies on Palm Bay Road and the additional trips would be minimal.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of the following:

- **Comprehensive Plan Amendment (CPA-2016-09)** request to change the existing Medium Density Residential Future Land Use to a Mixed Use Future Land Use on 6.29± acres;
- **Zoning Amendment (Z-2016-1246)** request to establish C-P (Commercial Parkway District) zoning on 17.4± acres; and
- **Site Plan** site plan approval for a two-phased vehicle sales use with 46,607± square feet of new floor area, based on a four-sheet plan prepared by Kimley Horn, Inc., of Vero Beach, Florida, Project Number 047463011, with a signed and sealed date of December 29, 2016.

The subject property is located on the north side of Palm Bay Road, west of Dairy Road and east of Durham Drive. The Planning and Zoning Board's decisions were based on the following findings and conditions:

Findings for the Comprehensive Plan Amendment

1. The proposal is consistent with the goals, objectives and policies of the City's Comprehensive Plan. The proposed land use designation is compatible with surrounding development patterns in both the City of Melbourne and the unincorporated County.
2. The proposal is specifically consistent with Goal 1 of the Future Land Use Element. The purpose stated in this Goal is to meet the needs of population growth through public and private development and redevelopment, and through the appropriate distribution, location, and extent of land use, consistent with adequate levels of service, efficient use of facilities, and protection of natural resources and environmental lands.
3. The proposal is specifically consistent with Future Land Use Element Objective 1.5 which states sufficient space shall be provided for commercial and office development at various levels of intensity and adequate support services to meet the needs of the present and future population.
4. The proposal will not have an adverse impact on the public health, safety, welfare, or aesthetics of the City or region. The Future Land Use Element of the Comprehensive Plan establishes Residential, Commercial, Industrial, and Public/Institutional Future Land Use Map categories (the allocation of these designations is also guided by the Future Land Use Element). This proposal is consistent with the policies in the Future Land Use Element since it establishes a land use category that is compatible with the surrounding area.
5. The proposal is compatible with the neighboring area, land uses, and development patterns. Mixed Use land use is proposed for the northern 6.29± acres of the subject property. The property to the south and to the east is currently designated as Mixed Use on the City's Future Land Use Map. This action will continue the pattern of Mixed Use land uses and maintain land use compatibility with the surrounding zoning districts and the development of adjacent parcels.
6. The Mixed Use Future Land Use is an appropriate designation for the subject property based upon the conceptual site plan as submitted with an automobile dealership.
7. The proposed future land use designation is similar to the existing County, West Melbourne, and Palm Bay designations in effect for the neighboring area. Property

to the west is designated as Commercial in West Melbourne and a County enclave along Palm Bay Road is designated as Community Commercial on the County's Future Land Use Map. Additionally, vacant property designated as commercial inside the City of Palm bay is located south of the site (across Palm bay Road).

Findings for Zoning

1. The proposed C-P zoning can be considered on properties which are designated as Mixed Use on the Future Land Use Map. The Mixed Use designation allows the consideration of a variety of commercial and residential zoning districts including the C-P district.
2. The provisions of the C-P zoning district are intended to apply to areas located adjacent to a main highway. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the City. Large lot sizes and other restrictions are intended to minimize frequent ingress and egress to the highway from abutting uses, thereby allowing the thoroughfare to serve its primary function of carrying an uninterrupted flow of traffic.
3. The proposed zoning district is consistent with policies established in the Future Land Use Element of the City's Comprehensive Plan. This proposal is consistent with the policies in the Future Land Use Element since it establishes a zoning district that is compatible with land use and development patterns in the neighboring area.
4. The proposed C-P zoning district is compatible with surrounding properties, land uses, and development patterns. The subject property is bordered by commercial zoning classifications within both the City, the Cities of West Melbourne and Palm Bay and the unincorporated County.
5. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. The maximum densities/intensities for each category are identified in the Comprehensive Plan. The zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria.
6. The proposed zoning will not have an adverse impact on adjoining properties, since any future development will be subject to all applicable setback and lot size requirements for the requested zoning district.

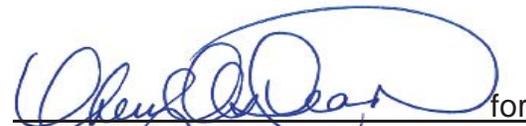
7. The proposal is specifically consistent with Policy 1.22.2 of the Future Land Use Element, which states zoning districts in the City's land development regulations shall implement the future land use categories adopted in the Comprehensive Plan, including the types of uses, and the densities and intensities of uses.

Findings for Site Plan

1. The requested site plan approval for a car dealership in a C-P zoning district can be considered in the Mixed Use Future Land Use designation. This finding of consistency is contingent upon the applicant strictly meeting the conditions identified for site plan approval.
2. The requested Site Plan Approval is consistent with the Mixed Use Future Land Use designation and the goals, objectives, and policies of the City's Comprehensive Plan. The proposed use is located on the north side of a major arterial roadway and is bordered on three sides by commercial uses. Retention areas are proposed in those areas of the subject property that border residential uses.
3. Once the conditions for approval are incorporated by the applicant into the site plan, the proposed site plan approval will be in compliance with the goals, objectives, and policies from the City's Comprehensive Plan. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories.
4. The zoning for the property is C-P, which permits the consideration of a car dealership. The C-P zoning district is intended to apply to areas located adjacent to a main highways, such as Palm Bay Road.
5. The proposed lot coverage, building setbacks, off-street parking requirements, retention and landscape areas, and other performance standards for this use meet the requirements of the City of Melbourne Zoning Code and Land Development Code, as depicted on the site plan, and the use is compatible with adjacent uses in the area.
6. Adequate transportation facilities are in place to serve the subject property. The site has direct access to Palm Bay Road.
7. The subject site is located along a major urban arterial roadway and is adjacent to multiple commercial properties. In addition, the building style and scale are proportionate and consistent to other commercial uses in the area. The proposal is compatible with adjacent land uses and development patterns, especially since the proposed retention areas border the neighboring residential uses.

8. A concurrency/mobility analysis was done for the subject site. Based upon this analysis, the proposed amendment will not diminish established service levels within the City.
9. The applicant shall demonstrate, prior to construction plan approval, the financial and technical capacity to complete any improvements and the mitigation necessitated by the development as proposed, and has made adequate legal provision to guarantee the provision of such improvements and mitigation.
10. As required by Florida law, the issuance of a development order is contingent upon water and sewer capacity being reserved for the proposed project. As required by Chapter 3, Appendix D, and Chapter 58, Melbourne City Code, to reserve capacity, the Owner/Developer shall be required to pay the capacity reservation fee for water impact fees. This payment must be received by the City of Melbourne within ninety (90) business days of the date that the site plan is approved by the planning and Zoning Board. Brevard County will provide wastewater service to the site.
11. The proposed project has been evaluated for consistency with the City's mobility standards. Transportation Element Objective 3.1 states that the City of Melbourne shall support mobility within five mobility districts throughout the City with strategies that address alternative modes of transportation by providing context-appropriate sidewalks, bikeways, transit facilities, traffic operation components, parking management and improvements that will contribute to specific and identified mobility needs within the City. The project is located in Mobility District C and the property owners will need to provide **12 mobility improvements** or make a payment in lieu of providing the improvements in the amount of **\$356,638.37**.

Respectfully Submitted,



Alan King, Chairman
Planning and Zoning Board

**CPA-2016-09 / Z-2016-1246
 SP-2016-23
 CARMAX AUTO SUPERSTORE**



Overall Zoning and Project Area

Proposed Land Use Change

Legend

- City Boundary
- Parcel Type**
- Non-Condo
- Condo
- Carmax Land Use Change
- Carmax Zoning and Overall Site Plan

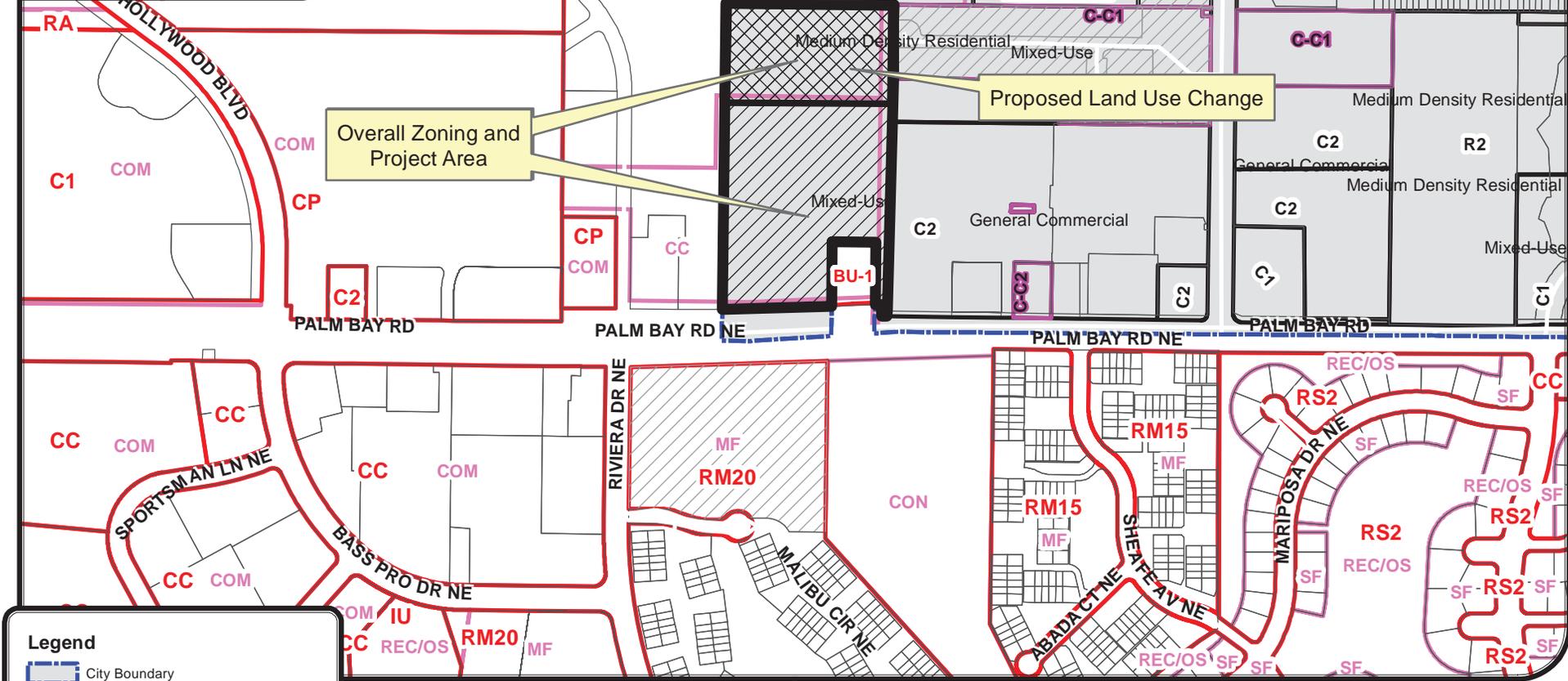
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 Prepared by: kathryn.gangwer
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**CPA-2016-09 / Z-2016-1246
SP-2016-23
CARMAX AUTO SUPERSTORE**



Overall Zoning and Project Area

Proposed Land Use Change

Legend

- City Boundary
- Parcel Type**
- Non-Condo
- Condo
- Carmax Land Use Change
- Carmax Zoning and Overall Site Plan

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ORDINANCE NO. 2017-03

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; MAKING FINDINGS; AMENDING APPENDIX D, CHAPTER 4, SECTION 4.04 OF THE CITY CODE; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE CLASSIFICATION FROM MEDIUM DENSITY RESIDENTIAL TO MIXED USE ON A 6.29±-ACRE PORTION OF AN OVERALL 17.4±-ACRE PROPERTY LOCATED ON THE NORTH SIDE OF PALM BAY ROAD, WEST OF DAIRY ROAD AND EAST OF DURHAM DRIVE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CPA-2016-09)

WHEREAS, after careful review and a public hearing before the Local Planning Agency, the Local Planning Agency has recommended adoption of the amendment to the Comprehensive Plan; and

WHEREAS, the City Council has received comments from the public and held public hearings on January 24, 2017 and February 14, 2017 with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the City Council hereby determines that the intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water and other resources; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics and general welfare; prevent the overcrowding of land; avoid the undue concentration of population; provide adequate and energy efficient transportation, water, sewage, drainage, fire protection, law enforcement and other services, facilities and resources; and conserve and protect natural resources within the City while protecting private property rights.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Appendix D, Chapter 4, Section 4.04 of the City Code of Melbourne is hereby amended to read as follows:

Sec. 4.04. Adoption of comprehensive plan.

The city's comprehensive plan consists of the one volume book adopted by Ordinance No. 2009-48 on January 12, 2010 entitled Comprehensive Plan - City of Melbourne, January 2010; which comprehensive plan includes ten elements entitled Future Land Use, Public School Facilities, Transportation, Housing, Infrastructure, Coastal Management, Conservation, Recreation and Open Space, Intergovernmental Coordination, and Capital Improvements, an introduction/definition section, and a map atlas, together with amendments adopted by Ordinance No. 2010-10, adopted March 9, 2010; Ordinance No. 2010-28, adopted July 13, 2010; Ordinance No. 2010-31 and Ordinance No. 2010-32, adopted June 22, 2010; Ordinance No. 2010-54 and Ordinance No. 2010-57, adopted December 14, 2010; Ordinance No. 2011-22, Ordinance No. 2011-24, and Ordinance No. 2011-25, adopted July 12, 2011; Ordinance No. 2011-43, adopted September 20, 2011; Ordinance No. 2011-48, adopted October 11, 2011; Ordinance No. 2012-03, adopted January 24, 2012; Ordinance No. 2012-08, adopted February 28, 2012; Ordinance No. 2012-16, adopted April 24, 2012; Ordinance No. 2013-14, Ordinance No. 2013-16, Ordinance No. 2013-17, and Ordinance No. 2013-18 adopted March 26, 2013; Ordinance No. 2013-28, adopted April 23, 2013; Ordinance No. 2013-40, adopted June 25, 2013; Ordinance No. 2013-56 adopted October 22, 2013; Ordinance No. 2013-63, adopted December 10, 2013; Ordinance No. 2014-01 and Ordinance No. 2014-05, adopted January 28, 2014; Ordinance No. 2014-22, Ordinance No. 2014-23, and Ordinance No. 2014-25, adopted May 13, 2014; Ordinance No. 2014-37, adopted July 8, 2014; Ordinance No. 2014-49, adopted September 11, 2014; Ordinance No. 2014-61 and Ordinance No. 2014-64, adopted November 11, 2014; Ordinance No. 2015-19, adopted May 26, 2015; Ordinance No. 2015-21, adopted June 9, 2015; Ordinance No. 2015-24, adopted July 14, 2015; Ordinance No. 2015-36, Ordinance No. 2015-38, and Ordinance No. 2015-41, adopted September 8, 2015; Ordinance No. 2016-11 and Ordinance No. 2016-12, adopted March 8, 2016; Ordinance No. 2016-31 and Ordinance No. 2016-38, adopted June 14, 2016; Ordinance No. 2016-40, adopted July 12, 2016; Ordinance No. 2016-47, adopted July 26, 2016; Ordinance No. 2016-59, adopted September 15, 2016; Ordinance No. 2016-64, adopted September 29, 2016; Ordinance No. 2016-06, adopted October 11, 2016; Ordinance No. 2016-69, adopted October 25, 2016; ~~and~~ Ordinance No. 2016-76, adopted January 10, 2017; and Ordinance No. 2017-03, adopted February 14, 2017.

SECTION 2. That the attached Exhibit "A" is incorporated herein by this reference and is hereby adopted as an amendment to the official Comprehensive Plan for the City. Amendment CPA-2016-09 consists of an amendment to the Future Land Use Map to change the Future Land Use Classification from Medium Density Residential to Mixed Use on a 6.29±-acre portion of an overall 17.4±-acre property located on the north side of Palm Bay Road, west of Dairy Road and east of Durham Drive.

SECTION 3. Severability Clause. That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are

severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 4. That this ordinance shall become effective as provided by general law.

SECTION 5. That this ordinance was passed on the first reading at a regular meeting of the City Council on the ___ day of _____, 2017, and adopted on second/final reading at a regular meeting of the City Council on the ___ day of _____, 2017.

BY: _____
Kathleen H. Meehan, Mayor

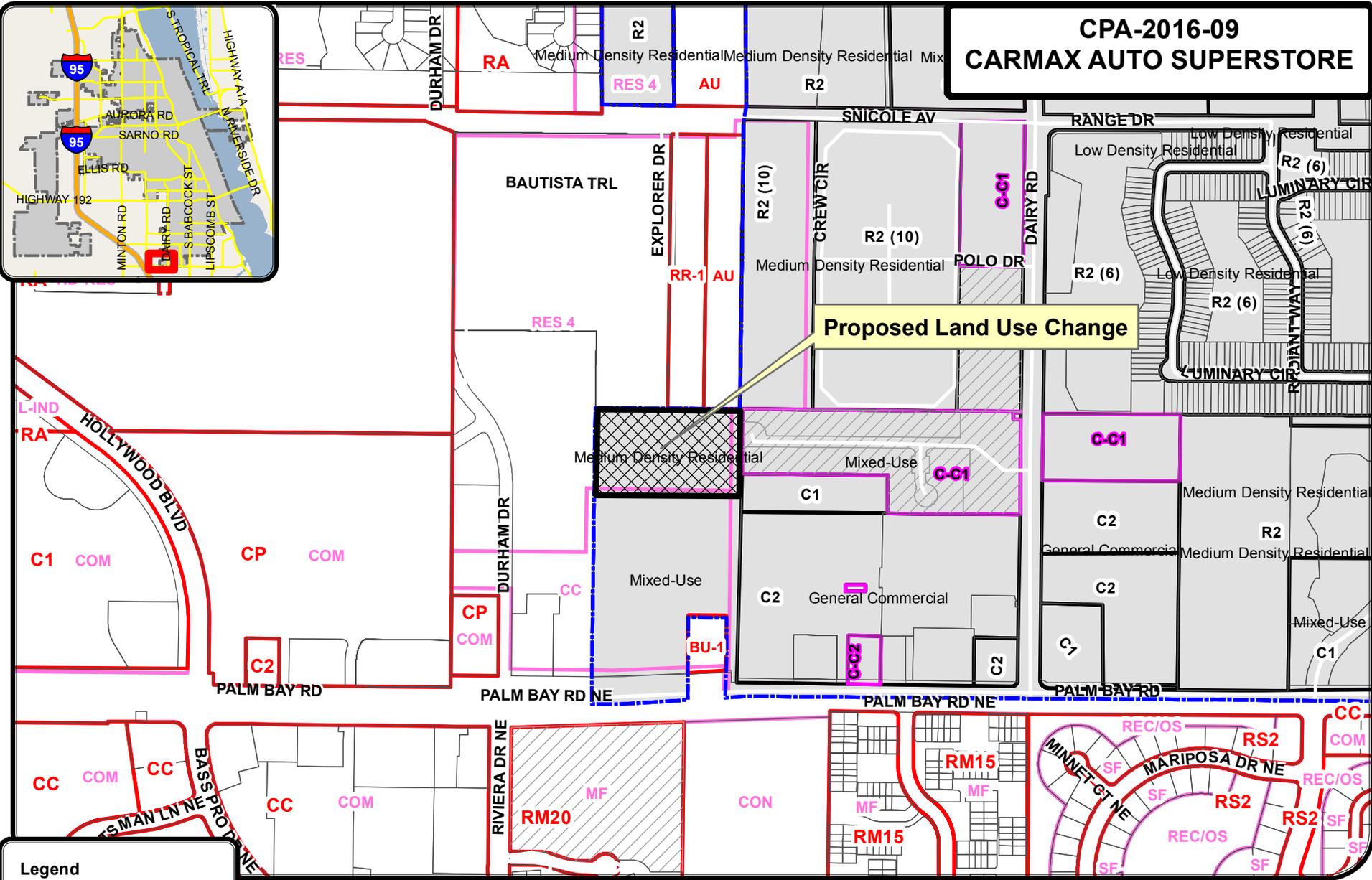
ATTEST:

Cathleen A. Wysor, City Clerk

Attachment: Exhibit "A" (CPA-2016-09)

Ordinance No. 2017-03

**CPA-2016-09
CARMAX AUTO SUPERSTORE**



Legend

- City Boundary
- Parcel Type**
- Non-Condo
- Condo
- Carmax Land Use Change

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 Prepared by: kathryn.gangwer
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ORDINANCE NO. 2017-04

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY ESTABLISHING A C-P (COMMERCIAL PARKWAY) ZONING DISTRICT ON 17.4± ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF PALM BAY ROAD, WEST OF DAIRY ROAD AND EAST OF DURHAM DRIVE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (Z-2016-1246)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by establishing a C-P (Commercial Parkway) Zoning District on 17.4± acres of property located on the north side of Palm Bay Road, west of Dairy Road and east of Durham Drive. The property is described as:

LOT 19, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 164 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS THE RIGHT OF WAY OF PALM BAY ROAD, AND ALSO LESS ADDITIONAL RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 5115, PAGE 3294, AND LESS AND EXCEPT THE PROPERTY DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2986, PAGE 4953, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SECTION 2. That this amendment shall not become effective until it has been recorded on the Official Zoning Map of the City of Melbourne and thereafter shall become effective immediately after City of Melbourne Ordinance No. 2017-03 becomes effective (the ordinance that establishes the Future Land Use).

SECTION 3. That this ordinance was passed on the first reading at a regular meeting of the City Council on the ___ day of _____, 2017 and adopted on second/final reading at a regular meeting of the City Council on the ___ day of _____, 2017.

BY: _____
Kathleen H. Meehan, Mayor

ATTEST:

Cathleen A. Wysor, City Clerk

Ordinance No. 2017-04



DEPARTMENT:	Reading No.	1
COMMUNITY DEVELOPMENT	Public Hearing	Yes
	Disclosure Required	Yes
COUNCIL DISTRICT: 1	Item No.	14

SUBJECT

Ordinance No. 2017-05, Rezoning Request (Z-2016-1247); Ordinance No. 2017-06, Conditional Use Request (CU-2016-22) with Site Plan (SP-2016-25) Firestone

BACKGROUND/CONSIDERATION

These are the first readings of ordinances changing the zoning from C-P (Commercial Parkway) to C-2 (General Commercial), and granting a conditional use to allow a vehicle service use with site plan approval for a new Firestone on 0.85± acres located on the west side of Wickham Road, north of Constellation Drive, and south of Business Center Boulevard. The property has a General Commercial future land use classification.

The applicant is purchasing property for a new 7,700± square foot Firestone business in front of Home Depot. While the C-P zoning permits vehicle service (with conditional use approval), a vehicle service use in C-P zoning requires greater lot size, building setbacks and vehicle service use setbacks. The existing parking configuration limits the size of the Firestone property making it difficult to meet the C-P requirements. The C-2 zoning is necessary to establish the vehicle service use by maintaining existing drive aisles, parking spaces, lighting, etc., along with the conditional use. The change of zoning allows the site to meet all standards of City Code for development.

The surrounding area consists of commercial uses along Wickham Road with residential uses farther to the west. Within a 500-foot radius of the subject property, there are no single-family residential uses.

On January 5, 2017, the Planning and Zoning Board voted unanimously to recommend approval of these requests.

FISCAL IMPACT (IF APPLICABLE)

N/A

REQUESTED ACTION

- a. Recommend approval of Ordinance No. 2017-05, based upon the findings contained in the Planning and Zoning Board memorandum.
- b. Recommend approval of Ordinance No. 2017-06.

MEMORANDUM



*Community Development
Department*

TO: Michael A. McNees, City Manager

THRU: Cindy Dittmer, AICP, Community Development Director

FROM: Cheryl A. Dean, AICP, Planning Manager

RE: **Rezoning Request (Z-2016-1247) and Conditional Use (CU-2016-22) with Site Plan Approval (SP-2016-25) Firestone Auto Care**

DATE: January 12, 2017

Owner/Applicant/Representative

Home Depot USA, Inc., Owner; Pavilion Development, Applicant; Andy Kirbach, P.E., Representative

Proposed Action:

- **Rezoning request** to change the existing zoning from C-P (Commercial Parkway) to C-2 (General Commercial District) on 0.85± acres of developed property;
- **Conditional Use request** to allow a vehicle service business in a C-2 zoning district; and
- **Site Plan Approval request** to redevelop a portion of an existing parking lot and construct a 7,700± square foot vehicle service use (Firestone) on the same 0.85± acres of property.

Location

The subject property is a 0.85±-acre portion of Lot 1, Pineda Ridge Subdivision (PB54, PG90), located on the west side of Wickham Road, north of Constellation Drive, and south of Business Center Boulevard, in Township 26, Range 36, Section 25.

History

The subject property is currently developed as paved parking for a Home Depot store, originally constructed in 2006. The subject property has a General Commercial Future Land Use classification.

Access and Adjacent Property Information

To the East: Undeveloped commercial property
Zoning: C-2
Land Use: General Commercial

To the West Home Depot and parking lot
Zoning: C-P
Land Use: General Commercial

To the North: A driveway for the Home Depot site and common open space-wetland area owned by Pineda Crossings Homeowners Association
Zoning: C-P; R-1B (Single-Family Low Density Residential District)
Land Use: General Commercial; Conservation

To the South: Parking lot for the Home Depot store
Zoning: C-P
Land Use: General Commercial

ANALYSIS OF THE ZONING REQUEST

The rezoning to C-2 is the focus of this request, and is reviewed in accordance with Appendix B, Article IX, Section 1(A), which states that the proposed change shall be studied to determine:

- (a) The need and justification for the change;
- (b) When pertaining to the rezoning of land, the effect of the change, if any, on a particular property and on surrounding properties;
- (c) When pertaining to the rezoning of land, the amount of undeveloped land in the general area and in the City having the same classification as that requested; and
- (d) The relationship of the proposed amendment to the purpose of the City's plan for development with appropriate consideration as to whether the proposed change will further the purposes of this ordinance and the plan.

Need for Change: The property owner desires to utilize a portion of an existing developed parcel for a vehicle service use, and Home Depot has identified the portion of their existing lot they will sell to Firestone for the new development. While the existing C-P zoning also permits vehicle service (with conditional use approval), a vehicle service use in C-P zoning requires greater lot size, greater building setbacks and greater vehicle service use setbacks and the existing parking configuration limits the size of the Firestone property. The C-2 zoning is necessary to establish the vehicle service use on the subject site with less impacts to the Home Depot parking lot area by maintaining existing drive aisles, parking spaces, lighting, etc. In addition, C-2 zoning (in conjunction with the associated conditional use request) will permit the property owner to establish a vehicle service use on this site, and meet all Code required parking requirements for both the Home Depot and the proposed Firestone store. All construction on this site will be subject to all current Land Development and Building Code Regulations.

Effect on the Property and Surrounding Properties:

This developed property is located on the west side of a major arterial roadway that connects north Melbourne to the Suntree/Viera area. In the surrounding vicinity, most of the frontage of this roadway is zoned for commercial uses. Commercial uses or vacant

commercial land are located to the south, east, and west of the subject site, with C-P and C-2 zoning. Just north of the Home Depot property is a common area tract with Conservation land use owned by the Pineda Crossing Homeowners Association. This property is separated from the subject site by a driveway into the Home Depot parking lot. The nearest single family house is located approximately 575 feet northwest of the subject property.

Analysis of Dimensional and Use Standards: The existing C-P zoning and the requested C-2 zoning both allow vehicle service use. However, there are several differences with both the dimensional and use standards level. The primary differences between the districts are:

Use	C-P Zoning	C-2 Zoning	Project Setbacks
Front building setback	50 feet	20 feet	100
Side interior building setback	25 feet	None	26.85/37 feet
Rear building setback	30 feet	20 feet	22.30 feet
Right-of-way landscaping	20 foot average	15 foot average	25± feet
Vehicle service area setback	50 feet	35 feet	35 feet

In the case of the subject rezoning, the site is surrounded on three sides by a parking lot area. The physical separation made by larger setbacks and buffering are not critical in this case. However, in order to give the visual appearance of consistency along Wickham Road, the applicant will be maintaining the existing landscape width of 25± feet along the right-of-way. Staff has also placed a condition of approval that the existing landscape width be maintained along the right-of-way

Amount of Similarly Zoned Land in the Vicinity: Placing C-2 zoning on the subject property is consistent with the current zoning of adjacent properties along the frontage of Wickham Road. While the 0.85 ± acre property is surrounded by C-P zoning, there is C-2 zoning directly across Wickham Road. An additional area of C-2 zoning exists approximately 625 feet southeast of the subject property on the east side of Wickham Road. Most of the Wickham Road frontage in this area is zoned for commercial uses and designated either General Commercial or Mixed Use on the City’s Future Land Use Map.

Consistency with the Comprehensive Plan: The C-2 zoning district is permitted in the General Commercial future land use classification. The C-2 zoning classification is intended to apply to an area:

“...intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region as well as the motoring public. The types of uses and other restriction are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.”

The proposed zoning change is consistent with the Future Land Use Map, policies in the Future Land Use Element, and other elements of the Comprehensive Plan.

CONDITIONAL USE AND SITE PLAN ANALYSIS

The conditional use standards are presented in Appendix B, Article IX, Section 5. A conditional use is required for this project due to the following:

- A vehicle service use requires conditional use approval in the C-2 Zoning District.

The Conditional Use standards require a determination that the conditional use will not be harmful to the neighborhood or otherwise detrimental to the public welfare, and is in harmony with the general purpose of the zoning ordinance. The character and use of adjoining buildings and those in the vicinity, the number of persons residing or working in such buildings, and traffic conditions in the vicinity are all factors that shall be taken into account.

Within a 500-foot radius of the subject property there are no single-family residential uses. The property is bordered on all four sides by property zoned for commercial uses in the City. The proposed facility will be located on property that fronts on North Wickham Road, a major north-south four-lane, divided, arterial roadway (maintained by Brevard County). The nearest residential structure is located 575± feet northwest of the subject site. Because of this location, activities associated with the vehicle service use will be limited to the Wickham Road corridor and will not encroach into any residential areas.

Plan Site Plan Analysis

City Code, Appendix B, Article IX, Section 6 establishes general standards to consider when evaluating the merits for a site plan approval request. City Code, Appendix B, Article V, Section 2 (A), Table 1B permits the development of a vehicle service use in the C-2 zoning district.

The existing parking for the Home Depot will be demolished to construct a new 7,700± square foot vehicle service building with eight service bays and six new employees. The minimum building setback requirements have been met as well as the required vehicle service area setbacks. The project requires a total of 22 parking spaces, and the applicant has provided 22 parking spaces including two handicap spaces. After this property is developed as a vehicle service use, the Home Depot will continue to meet its number of City Code required parking spaces.

Access: There will be no direct driveway connection from the new lot to Wickham Road; instead, the site will connect to the existing Home Depot drive aisles and driveways.

Landscaping: The applicant will be required to meet the landscaping requirements of Appendix D, Chapter 9, Article XV, which will be reviewed during construction plan review.

Environmental Impact Analysis

The applicant has requested an exemption to the environmental impact assessment requirement (Appendix D, Chapter 9, Article IV), as the entire project was cleared and developed (infrastructure, driveways, parking, etc.).

As with all projects, applicable environmental permits will be required prior to construction plan approval.

Concurrency (water and sewer)

The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water and sewer are available to serve the subject site. The Lake Washington Water Treatment Plant provides water to this site. Wastewater treatment at this location will be provided by Brevard County.

Capacity Reservation for Project: The overall **one percent capacity reservation** for water and sewer service is **\$100.00**. The following is a breakdown of the impact fees for water service.

- *Water:* The water capacity reservation fee for this project is estimated to be **\$100.00**, which is minimum percentage of the total water impact fee of **\$2,245.95**, based upon the proposed fixtures.
- *Sewer:* Sewer service will be provided by Brevard County.

Mobility

The subject property is located in Mobility District E (North Wickham Road area). Total new trip generation for this project is estimated to be approximately 192 trips per day via access from North Wickham Road (7,700 square feet of tire store space). For mobility purposes, the applicant will be required to provide five (5) mobility standards or make a payment in lieu of constructing the standards. The applicant can also choose to make a payment in lieu of constructing the mobility improvements. Based upon the proposed use (tire store), the payment in lieu of amount will be \$5,392 per 1,000 square feet of gross floor area for a total of \$41,518.40. The required **one percent mobility deposit** will be **\$415.18**.

JPA review Comments

The project is located within the Joint Planning Agreement review area. To date, the County has not commented on the proposed project.

On January 5, 2017, the Planning and Zoning Board voted unanimously to recommend approval of these requests.

Recommendation

Based upon the findings contained in the Planning and Zoning Board memorandum, for the 0.85±-acre portion of Lot 1, Pineda Ridge Subdivision, located on the west side of Wickham Road, north of Constellation Drive, and south of Business Center Boulevard,

the Planning and Zoning Board and the Community Development Department recommend:

- A. **Approval of Z-2016-1247** to rezone the property from C-P to C-2;
- B. **Approval of CU-2016-22 with SP-2016-25**, to allow a vehicle service use in a C-2 zoning district; and site plan approval for a 7,700± square foot vehicle service use, based on a single-sheet plan prepared by Morgan & Associates Consulting Engineers, Inc., Project Number 2016-76, with a signed and sealed date of December 20, 2016, and including the following conditions:

- a. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and/or the Planning and Zoning Board, Local Planning Agency.

- b. Appropriate environmental permits must be obtained as part of the construction plan review process.
- c. The proposed building shall be substantially consistent with the renderings submitted by the applicant.
- d. All applicable easements for shared facilities (including but not limited to access, parking, drainage, utilities), shall be finalized during construction plan review.
- e. For visual symmetry along the west side of North Wickham Road, the landscape width of 25± feet abutting the right-of-way for this project shall be consistent with the existing Home Depot landscape width of 25± feet.
- f. *Concurrency:* As required by Chapter 3, Appendix D, and Chapter 58, Melbourne City Code, to reserve capacity, the Owner/Developer shall be required to pay the capacity reservation fee in the amount of **\$100.00** for the water impact fees. The payment must be received by the City of Melbourne within ninety (90) days of the date of rendition of this Development Order by the Planning and Zoning Board approval. This Development Order shall not become effective until payment of the capacity reservation fee has been made payable to and received by the City of Melbourne. Sewer service to this site will be provided by Brevard County.
- g. *Mobility:* As required by Appendix D, Chapters 3 and 10, to address mobility, the Owner/Developer shall be required to make the 1% mobility fee deposit in the amount of **\$415.18**. The payment must be received by the City of Melbourne within ninety (90) days of the Planning and Zoning Board approval. This Development Order shall not become effective until payment of the capacity reservation fee has been made payable to and received by the City of Melbourne.

MEMORANDUM



City of Melbourne
Community Development
Department

TO: Mayor and Council

FROM: Alan King, Chairman
Planning and Zoning Board

RE: **Rezoning Request (Z-2016-1247) and Conditional Use (CU-2016-22) with Site Plan Approval (SP-2016-25) Firestone Auto Care**

DATE: January 6, 2017

APPLICANT: Pavilion Development

REPRESENTATIVE: Andy Kirbach, P.E.

The Planning and Zoning Board, at its regular scheduled meeting of January 5, 2017, reviewed the above referenced Rezoning and Conditional Use with Site Plan approval request for property located on the west side of Wickham Road, north of Constellation Drive, and south of Business Center Boulevard.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of the following:

- **Rezoning request (Z-2016-1247)** to change the existing zoning from C-P (Commercial Parkway) to C-2 (General Commercial District) on 0.85± acres of developed property;
- **Conditional Use request (CU-2016-22)** to allow a vehicle service business in a C-2 zoning district; and
- **Site Plan Approval request (SP-2016-25)** for a 7,700± square foot vehicle service use, based on a single-sheet plan prepared by Morgan & Associates Consulting Engineers, Inc., Project Number 2016-76, with a signed and sealed date of December 20, 2016.

The Planning and Zoning Board's decisions were based upon the following findings and conditions:

Findings for the Rezoning

1. The proposed C-2 District can be considered on properties which are designated as General Commercial on the Future Land Use Map. The proposed zoning is consistent with policies established in the Future Land Use Element of the City's Comprehensive Plan since the C-2 District is located in a commercial area and is not within 500 feet of a single-family home. The proposed use will not intrude into any neighboring residential areas.

2. The provisions of the C-2 district are intended to apply to an area projected to be developed and preserved as a major commercial center serving the commercial needs of the community and region as well as the motoring public. The types of uses and other restrictions are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.
3. The proposed zoning designation is consistent with policies established in the Future Land Use Element of the City's Comprehensive Plan. This proposal is consistent with the policies in the Future Land Use Element since it establishes a zoning district that is compatible with the land use and development patterns in the neighboring area.
4. The proposed C-2 zoning district is compatible with surrounding properties, land uses, and development patterns. The subject property is also located in a major north-south roadway corridor and is bordered on four sides by properties zoned for commercial uses.
5. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. The maximum densities/intensities for each category are identified in the Comprehensive Plan. The zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria.
6. The proposed zoning will not have an adverse impact on adjoining properties, since any future development will be subject to all applicable setback and lot size requirements for the requested zoning district.
7. The proposal is specifically consistent with Policy 1.22.2 of the Future Land Use Element, which states zoning districts in the City's land development regulations shall implement the future land use categories adopted in the Comprehensive Plan, including the types of uses, and the densities and intensities of uses.

Findings for Conditional Use/Site Plan

1. The requested Conditional Use to allow a vehicle service use in a C-2 Zoning District can be considered in the General Commercial Future Land Use designation. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.
2. The requested Site Plan approval to establish a vehicle service use on a 0.84± acre parcel is consistent with the General Commercial Future Land Use designation and the goals, objectives, and policies of the City's Comprehensive Plan. The subject site is in a commercial area. The site itself will be surrounded on three sides by property used for the Home Depot parking lot.

3. Once the conditions for approval are incorporated by the applicant into the site plan, the proposed Conditional Use and Site Plan approval will be in compliance with the goals, objectives, and policies from the City's Comprehensive Plan. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories.
4. The zoning for the property is proposed as C-2, which permits the consideration of a vehicle service use as a conditional use. The C-2 zone is intended to apply to major commercial areas and the subject property is located adjacent to a large shopping plaza. In addition, the subject land is adjacent to a major arterial roadway.
5. The Conditional Use must meet the requirements of City Code and therefore will not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area. More specifically, the proposed project should not cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments:
 - a. The appearance and function of the neighborhood will not be significantly lessened due to the proposed Conditional Use since the subject site fronts a major four-lane arterial roadway. In addition, the closest residential structure is located more than 575 feet from the proposed vehicle service facility.
 - b. The application does not appear to impact the preservation of any city, state or federally designated historic, scenic, archaeological, or cultural resources.
 - c. The proposed project should not change the general character of the area since it is located adjacent to a large shopping plaza that contains a Home Depot store. Similarly zoned undeveloped commercial property is also located directly east of the subject property.
 - d. The application will not have significant adverse impacts on the livability and usability of nearby land due to: noise, dust, fumes, smoke, glare from lights, late-night operations, odors, truck and other delivery trips, the amount, location, and nature of any outside displays, storage, or activities, potential for increased litter, and privacy and safety issues.
6. The proposed lot coverage, building setbacks, off-street parking requirements, retention and landscape areas, and other performance standards for this use meet the requirements of the City of Melbourne Zoning Code and Land Development Code, as depicted on the site plan, and the use is compatible with adjacent uses in the area.
7. Adequate transportation facilities are in place to serve the subject property. The site has direct access to Wickham Road.

8. The proposed Conditional Use is in compliance with the standards outlined in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (Conditional Uses).
9. The proposal will not have any adverse impact on the public health, safety, welfare, economic order, or aesthetics of the City since the proposed C-2 zoning district is located in an area of similar land use and zoning patterns.
10. A concurrency/mobility analysis was done for the subject site. Based upon this analysis, the proposed amendment will not diminish established service levels within the City.
11. The proposed project has been evaluated for consistency with the City's concurrency/mobility standards. Transportation Element, Objective 3.1 states that the City of Melbourne shall support mobility within five mobility districts throughout the City with strategies that address alternative modes of transportation by providing context-appropriate sidewalks, bikeways, transit facilities, parking management and improvements that will contribute to specific and identified mobility needs within the City.

Conditions

- a. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and/or the Planning and Zoning Board, Local Planning Agency.

- b. Appropriate environmental permits must be obtained as part of the construction plan review process.
- c. The proposed buildings shall be substantially consistent with the renderings submitted by the applicant.
- d. All applicable easements for shared facilities (including but not limited to access, parking, drainage, utilities), shall be finalized during construction plan review.
- e. For visual symmetry along the west side of North Wickham Road, the landscape width of 25± feet abutting the right-of-way for this project shall be consistent with the existing Home Depot landscape width of 25± feet.
- f. *Concurrency:* As required by Chapter 3, Appendix D, and Chapter 58, Melbourne City Code, to reserve capacity, the Owner/Developer shall be required to pay the capacity reservation fee in the amount of **\$100.00** for the water impact fees. The

payment must be received by the City of Melbourne within ninety (90) days of the date of rendition of this Development Order by the Planning and Zoning Board approval. This Development Order shall not become effective until payment of the capacity reservation fee has been made payable to and received by the City of Melbourne. Sewer service to this site will be provided by Brevard County.

- g. *Mobility:* As required by Appendix D, Chapters 3 and 10, to address mobility, the Owner/Developer shall be required to make the 1% mobility fee deposit in the amount of **\$415.18**. The payment must be received by the City of Melbourne within ninety (90) days of the Planning and Zoning Board approval. This Development Order shall not become effective until payment of the capacity reservation fee has been made payable to and received by the City of Melbourne.

Respectfully Submitted,



Alan King, Chairman
Planning and Zoning Board

**Z-2016-1247 / CU-2016-22
 SP-2016-25
 FIRESTONE - WICKHAM ROAD**



Legend

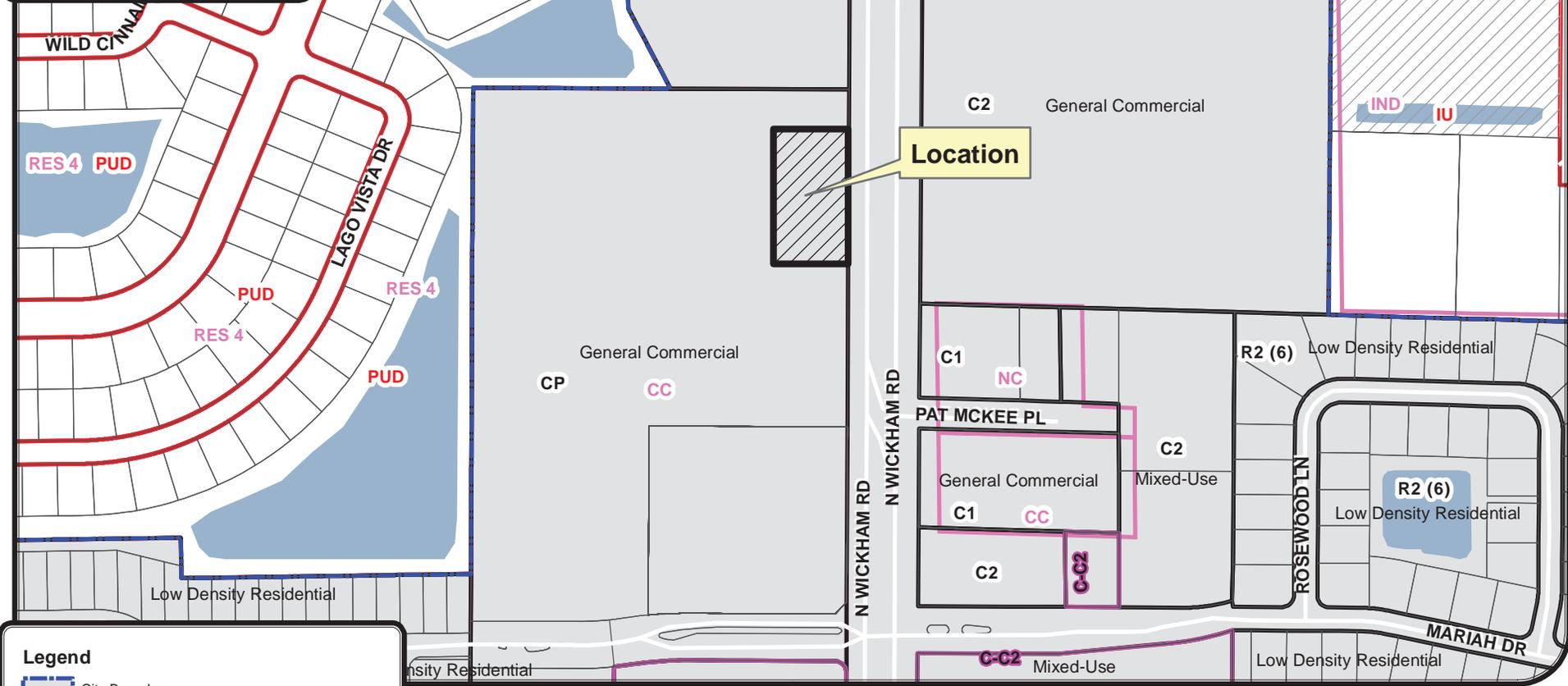
-  City Boundary
- Parcel Type**
-  Non-Condo
-  Condo
-  Z-2016-1247_CU-16-22_SP-16-25_Firestone_2

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 Prepared by: kathryn.gangwer
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**Z-2016-1247 / CU-2016-22
SP-2016-25
FIRESTONE - WICKHAM ROAD**



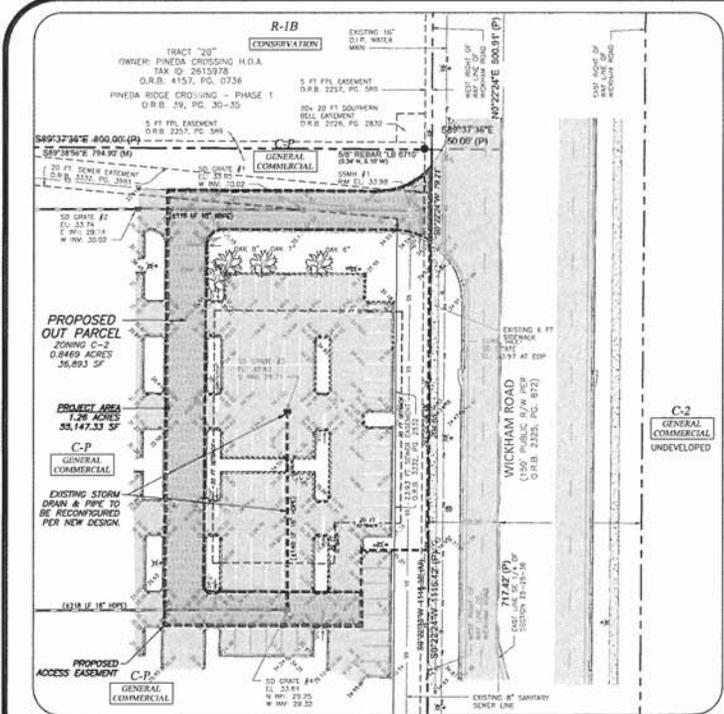
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 - Z-2016-1247_CU-16-22_SP-16-25_Firestone_2

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EXISTING CONDITIONS

LEGEND

SYMBOLS	LINE/TYPE / HATCHING
— = BREAK LINE	— = PROPERTY BOUNDARY
— = SECTION CORNER	— = STORM SEWER
— = FOUND CONCRETE MONUMENT	— = SANITARY SEWER MAIN
— = FOUND IRON ROD / IRON PIPE	— = WATER MAIN
— = SET IRON ROD	— = GAS MAIN
— = FOUND NAIL & DISK	— = CONSTRUCTION BASELINE
— = SET NAIL & DISK	— = BUILDING SETBACK LINE
— = CONCRETE UTILITY POLE	— = LANDSCAPE BUFFER
— = CONCRETE UTILITY POLE W/STREET LIGHT	— = STORM PIPES
— = WOOD UTILITY POLE W/STREET LIGHT	— = BOUNDARY LINE
— = WOOD UTILITY POLE	— = LOT LINE
— = STORM INLET	— = EASEMENT LINE
— = STORM SEWER MANHOLE	— = SECTION LINE
— = SANITARY SEWER MANHOLE	— = PROJECT AREA
— = ELECTRIC HANDHOLE	— = EXISTING CONCRETE
— = BRIGHTHOUSE HANDHOLE	— = EXISTING ASPHALT CONCRETE
— = FIBER OPTIC HANDHOLE	— = ASPHALT PAVEMENT
— = BELLSOUTH HANDHOLE	— = EASEMENT
— = ZONING	
— = FUTURE LAND USE	

LEGAL DESCRIPTION - OUT PARCEL (By Surveyor):

A Parcel of land lying in Section 25, Township 26 South, Range 36 East, being a portion of Lot 1 per the plat of "PINEDA RIDGE SUBDIVISION-PHASE I", PLAT BOOK 54, PAGE 90, of the public records of Brevard County Florida being more particularly described as follows:

Commence at the North East corner of Lot 1 of "PINEDA RIDGE SUBDIVISION-PHASE I", as recorded in PLAT BOOK 54, PAGE 90 of the Public Records of Brevard County, Florida. Said point being on the West Right-of-Way line of Wickham Road, a 150 foot right-of-way per official records book 2325, page 872 of Brevard County Florida, thence continue along said Right-of-Way 507'22"4" a distance of 79.21 feet to the POINT OF BEGINNING;

thence continue along said right-of-way 507'22"4" a distance of 204.65 feet;

thence departing said West right-of-way NS87°37'36"W a distance of 46.30 feet;

thence S02°22'24"W a distance of 28.80 feet;

thence NS97°37'36"W a distance of 126.00 feet;

thence N02°22'24"E a distance of 317.85 feet;

thence S89°37'36"E a distance of 128.00 feet;

thence N02°22'24"E a distance of 15.80 feet;

thence S89°37'36"E a distance of 44.30 feet to the POINT OF BEGINNING. Containing 0.8469 acres, more or less.

LEGAL DESCRIPTION - INGRESS & EGRESS EASEMENT (By Surveyor):

A Parcel of land lying in Section 25, Township 26 South, Range 36 East, being a portion of Lot 1 per the plat of "PINEDA RIDGE SUBDIVISION-PHASE I", PLAT BOOK 54, PAGE 90, of the public records of Brevard County Florida being more particularly described as follows:

Commence at the North East corner of Lot 1 of "PINEDA RIDGE SUBDIVISION-PHASE I", as recorded in PLAT BOOK 54, PAGE 90 of the Public Records of Brevard County, Florida. Said point being on the West Right-of-Way line of Wickham Road, a 150 foot right-of-way per official records book 2325, page 872 of Brevard County Florida, thence along said Right-of-Way 507'22"4" a distance of 11.23 feet to the POINT OF BEGINNING of the Easement described as follows:

thence continue along said right-of-way 507'22"4" a distance of 53.06 feet to a point of curve on a circular curve concave to the southwest having a radius of 50.00 feet and a central angle of 31°19'56";

thence departing said West right-of-way from a tangent bearing of NS87°40'00"W run northeasterly along said curve and arc distance of 27.34 feet to a point of tangency;

thence NS97°37'36"W a distance of 120.30 feet to a point of curvature of a circular curve concave to the south, having a radius of 12.00 feet and a central angle of 90°00'00";

thence run Southwesterly along said curve an arc distance of 18.85 feet to the point of tangency;

thence S02°22'24"W a distance of 239.12 feet to a point on a circular curve concave to the Southeast having a radial bearing of S89°21'06"E a radius of 6.00 feet and a central angle of 49°50'52";

thence run Southwesterly along said curve an arc length of 5.12 feet;

thence S89°37'36"E a distance of 109.97 feet;

thence S02°22'24"W a distance of 24.50 feet;

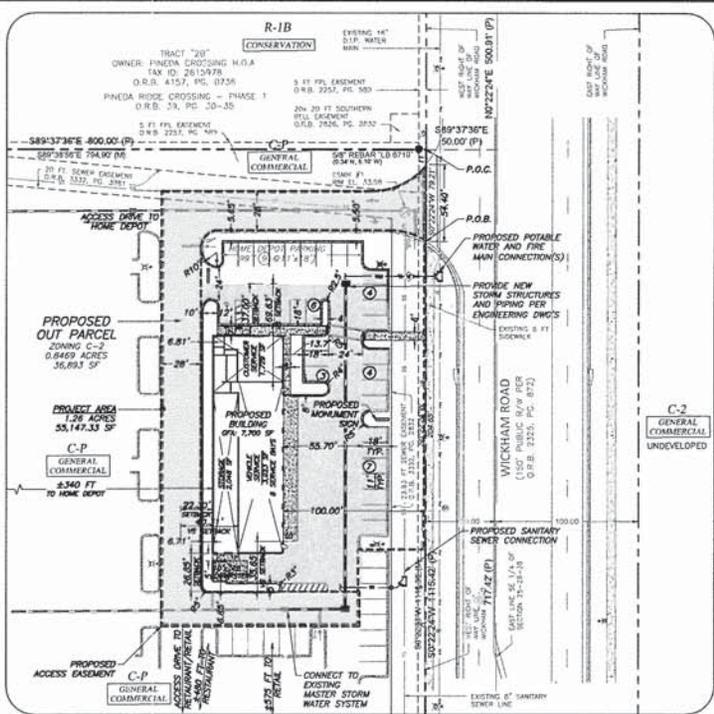
thence NS97°37'36"W a distance of 140.00 feet;

thence N02°22'24"E a distance of 508.15 feet;

thence S89°37'36"E a distance of 148.07 feet to a point on a circular curve concave to the North having a radius of 50.00 feet a central angle of 49°50'06";

thence run Northwesterly along said curve an arc length of 43.52 feet to the POINT OF BEGINNING.

Containing 0.3698 acres, more or less.



PROPOSED SITE PLAN

MOBILITY: THE SUBJECT PROPERTY IS LOCATED IN MOBILITY DISTRICT E (NORTH WICKHAM ROAD AREA)

CONSEQUENCY: WATER FIXTURE UNITS

WATER CLOSET	2	MOP BASIN	1
LAVATORY	2	SERVICE SINK	2
TOILET	3	DRINKING FOUNTAINS	1
FLOOR DRAIN	1		
		TOTAL FIXTURES	17

- NOTES:**
- BOUNDARY SURVEY DATED 11/09/2018 PREPARED BY MORGAN & ASSOCIATES, INC.
 - ALL ELEVATIONS SHOWN HEREON BASED ON NORTH AMERICAN VERTICAL DATUM OF 1989 (NAVD83).
 - THE SURFACE OF THE PARKING LOT IS TO BE SMOOTHLY GRADED, STABILIZED, SURFACED AND PROPERLY DRAINED.
 - STORMWATER FOR THE SITE SHALL COMPLY WITH CITY OF MELBOURNE CODE CHAPTER 9.0.
 - FENCE SHALL COMPLY WITH CITY OF MELBOURNE CODE APPENDIX D, CHAPTER 8, ARTICLE 8.
 - PARKING SHALL COMPLY WITH CITY OF MELBOURNE CODE APPENDIX D, CHAPTER 8, ARTICLE 8.
 - CHARTER SHALL COMPLY WITH CITY OF MELBOURNE CODE APPENDIX D, CHAPTER 8, ARTICLE 8, SECTION 1.22.
 - GRADE SHALL COMPLY WITH CITY OF MELBOURNE CODE APPENDIX D, ARTICLE 8, SECTION 2.09.
 - LANDSCAPING WILL MEET SCENIC CORRIDOR REQUIREMENTS OF APPENDIX D, CHAPTER 8, ARTICLE 1.
 - USE SHALL COMPLY WITH CITY OF MELBOURNE CODE APPENDIX B, ARTICLE 8, SECTION 2.09.
 - OUTDOOR SPEAKER SYSTEMS SHALL NOT BE PERMITTED.

GENERAL STATEMENT:
THIS PROJECT CONSISTS OF CREATING AN OUT PARCEL WITHIN THE EXISTING HOME DEPOT SITE - PINEDA RIDGE SUBDIVISION-PHASE I - LOT 1 PER P.B. 54, PG. 90 A.K.A. TRACT "X" PER O.R.B. 5518, PG. 7778 (TAX ID 2609555). THIS REQUEST IS FOR THE RELINQUISH TO C-2 GENERAL COMMERCIAL WITH VARIANCE, A CONDITIONAL USE FOR VEHICULAR SERVICE AREA AND FORMAL SITE PLAN APPROVAL.

PROJECT CONTACTS:
OWNER: PAVILION DEVELOPMENT COMPANY
6000 CHANDLER BLVD, STE 119
CHARLOTTE, NC 28209
PHONE: (704) 944-5885

ENGINEER & SURVEYOR:
MORGAN & ASSOCIATES
CONSULTING ENGINEERS, INC.
504 NORTH HARBOR CITY BLVD.
MELBOURNE, FL 32956
PHONE: (321) 751-6088

SITE DATA:
PROPERTY INFORMATION
ADDRESS: 5100 N WICKHAM RD, MELBOURNE, FLORIDA 32946
TOWNSHIP 26 SOUTH, RANGE 36 EAST, SECTION 25
MAP #12000020510G, DATED MARCH 17, 2014
ZONE X - PORTION HAS PREVIOUSLY ZONE A
REMOVED BY PRIOR DEVELOPMENT
26-36-26-76-0000-0-001 00 (PORTION OF)
HOME DEPOT (PORTION OF)
C-2 GENERAL COMMERCIAL
PARENT TRACT AREA: 116.77 AC OR 783,651 SF
PROJECT AREA: 11.26 AC OR 55,143.33 SF
PROPOSED BUILDING FTA: 7,700 SF
FLOOR TO AREA RATIO: 0.21
PROPOSED STRUCTURES OPT: 1
PROPOSED STORIES CITY: 1
PROPOSED HEIGHT: 22 FT (25FT MAX)

BUILDING SETBACK DATA:
SEE TRACER ENCLOSED C-2 ZONING & VEHICULAR SERVICES

SIDE	ZONING	REQUIRED SETBACK	VEHICLE SVL	PROVIDED SETBACK	VEHICLE SVL
NORTH (SIDE INTERIOR)	0	35.00	26.85	35.00	69.00
SOUTH (SIDE INTERIOR)	0	35.00	26.85	35.00	69.00
EAST (FRONT)	20.00	35.00	100.00	100.00	100.00
WEST (REAR)	20.00	35.00	22.30	40.31	

AREA CALCULATIONS

EXISTING CONDITIONS:
PROJECT AREA: 55,147.33 SF = 1.26 ACRES = 100.00%
PAVEMENT & CURB AREA: 41,836.25 SF = 0.96 ACRES = 79.80%
TOTAL IMPERVIOUS AREA: 41,836.25 SF = 0.96 ACRES = 79.80%
EXISTING PERVIOUS AREA: 13,311.08 SF = 0.30 ACRES = 24.14%

PROPOSED CONDITIONS:
PROJECT AREA: 55,147.33 SF = 1.26 ACRES = 100.00%
PROPOSED BUILDING: 7,700.00 SF = 0.17 ACRES = 13.96%
PROPOSED PAVEMENT & CURB: 35,454.34 SF = 0.81 ACRES = 64.31%
PROPOSED SETBACKS: 7,446.20 SF = 0.16 ACRES = 4.44%
TOTAL IMPERVIOUS AREA: 42,600.54 SF = 0.97 ACRES = 82.71%
TOTAL PERVIOUS AREA: 8,538.73 SF = 0.22 ACRES = 17.29%

NET IMPERVIOUS:
3,774.35 SF = 0.08 ACRES = 6.65%

PARKING DATA:
HOME DEPOT PARKING: 400 SPACES
BUSINESS, RETAIL OR COMMERCIAL BUILDING: 125,576 SF / 3000 SF = 419 PARKING SPACES REQUIRED
HOME DEPOT BUILDING AREA = 138,829 / 1000(STORAGE) = 125,576 SF

PRE OUT PARCEL PARKING SPACES:
STANDARD PARKING SPACES: 400
HANDICAP PARKING SPACES: 12
TOTAL: 412

POST OUT PARCEL PARKING SPACES:
STANDARD PARKING SPACES: 400
HANDICAP PARKING SPACES: 12
TOTAL: 412

NOTE: 59 EXISTING PARKING SPACES REMOVED DURING DEMOLITION AND 9 ADDED DURING DEVELOPMENT, JUST BEYOND THE NORTH PROPERTY LINE, MAKING THE TOTAL DEDUCT OF 50 PARKING SPACES TO HOME DEPOT.

OUTPARCEL PARKING:
REQUIRED PARKING SPACES: 22 SPACES
6 SERVICE BAYS X 2 SPACES
6 EMPLOYEES X 1 SPACES

STANDARD SPACES PROVIDED: 22 SPACES
HANDICAP SPACES PROVIDED: 2 SPACES
TOTAL PARKING SPACES PROVIDED: 24 SPACES
NOTE: THERE WILL BE NO DESIGNATED "EMPLOYEE" PARKING SPACES



Date: 11/07/2018
Drawn: ANK
Check: JAW
Date: 12/20/2018
Checked: ANK

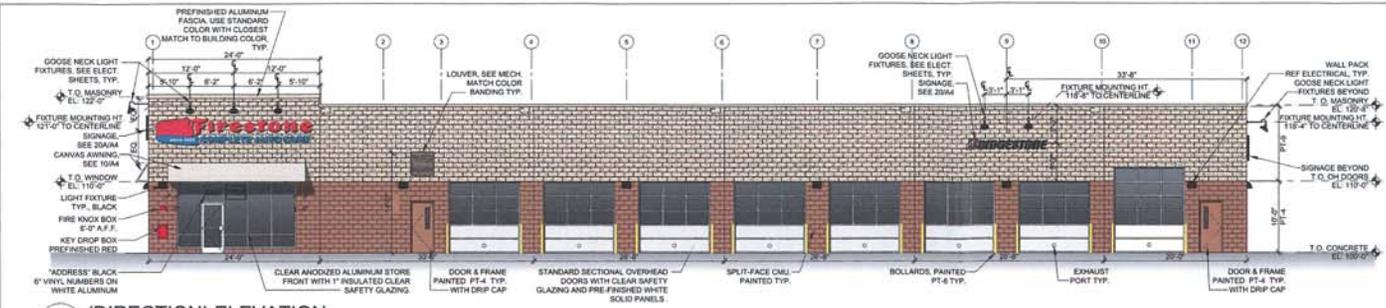
SITE PLAN

FIRESTONE
5100 N. WICKHAM ROAD
MELBOURNE, FL

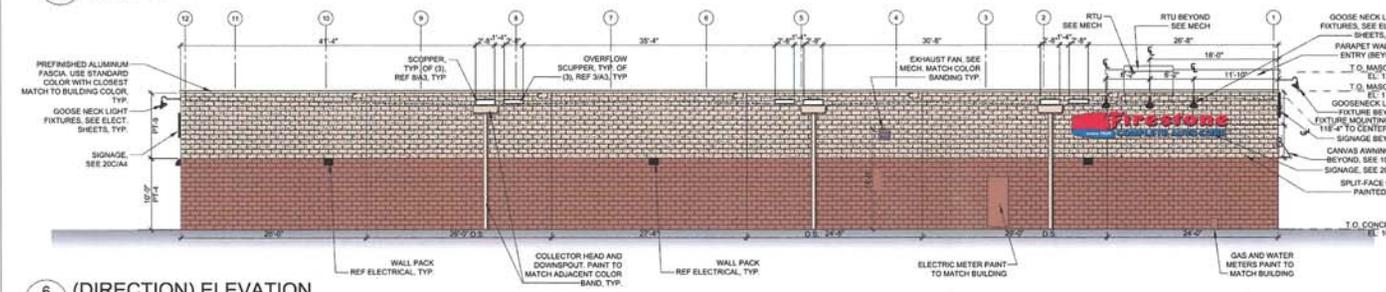
MORGAN & Associates
Consulting Engineers, Inc.
1000 W. WICKHAM ROAD, SUITE 100
MELBOURNE, FL 32909
Phone: (321) 751-6088 Fax: (321) 751-6089

Project #: 2018-26
Drawing #: FIRESTONE
Scale:
Horizontal: 1" = 40'
Vertical:
Sheet #: C-1
Sheet 1 of 1

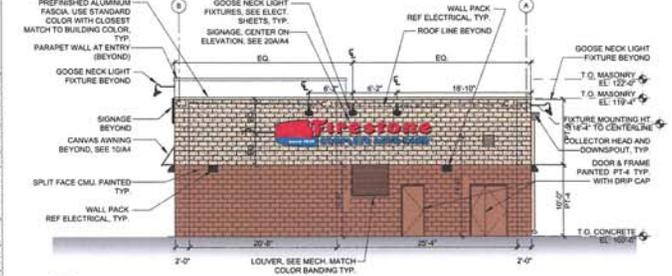
Sheet 1, Master 2D, PL, Reg. #9002
Author: B. Schaefer, P. Eng. #4941



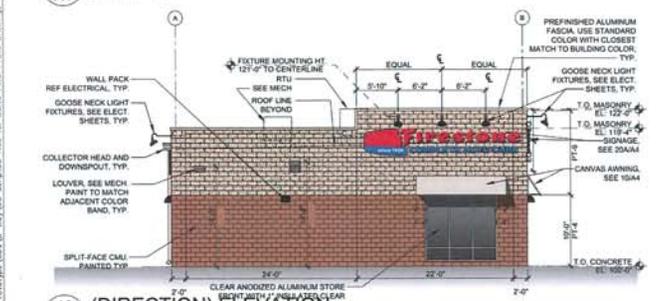
1 (DIRECTION) ELEVATION
SCALE: 1/8"=1'-0"



6 (DIRECTION) ELEVATION
SCALE: 1/8"=1'-0"



11 (DIRECTION) ELEVATION
SCALE: 1/8"=1'-0"



16 (DIRECTION) ELEVATION
SCALE: 1/8"=1'-0"



PT-0 | "ROW HOUSE TAN" | -SW7689



PT-4 | "BRANDYWINE" | -SW7710



CANVAS AWNING - TriVantage Patio 500
524 "EGGSHELL"



NEW FCAC STORE
2015 - JUNE - ER - RIGHT
STREET ADDRESS
CITY, STATE

ZONE APPROVAL	(BY DATE)
VP	
CONTR	
PER	
CM	
PROPERTY NO.	00000
6 DIGIT NO.	00000
4 DIGIT NO.	0000
ADN PROJECT NUMBER	XXXXXX
TO PERMIT	DATE: ##-##-##
TO BID	DATE: ##-##-##

SHEET TITLE
RENDERED ELEVATIONS
SHEET NUMBER
R1

ORDINANCE NO. 2017-05

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY CHANGING THE ZONING CLASSIFICATION FROM C-P (COMMERCIAL PARKWAY) TO C-2 (GENERAL COMMERCIAL) ON A 0.85±-ACRE PORTION OF LOT 1, PINEDA RIDGE SUBDIVISION, LOCATED ON THE WEST SIDE OF WICKHAM ROAD, NORTH OF CONSTELLATION DRIVE AND SOUTH OF BUSINESS CENTER BOULEVARD; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (Z-2016-1247)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by changing the zoning classification from C-P (Commercial Parkway) to C-2 (General Commercial) on a 0.85±-acre portion of Lot 1, Pineda Ridge Subdivision, located on the west side of Wickham Road, north of Constellation Drive and south of Business Center Boulevard. The property is described as:

A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BEING A PORTION OF LOT 1 PER THE PLAT OF "PINEDA RIDGE SUBDIVISION-PHASE I", PLAT BOOK 54, PAGE 90, OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH EAST CORNER OF LOT 1 OF "PINEDA RIDGE SUBDIVISION-PHASE I", AS RECORDED IN PLAT BOOK 54, PAGE 90 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF WICKHAM ROAD, A 150 FOOT RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 2325, PAGE 872 OF BREVARD COUNTY FLORIDA, THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S0°22'24"W A DISTANCE OF 79.21 FEET TO THE POINT OF BEGINNING; THEN CONTINUE ALONG SAID RIGHT-OF-WAY S0°22'24"W A DISTANCE OF 204.65 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY N89°37'36"W A DISTANCE OF 46.30 FEET; THENCE S0°22'24"W A DISTANCE OF 28.80 FEET; THENCE N89°37'36"W A DISTANCE OF 126.00 FEET; THENCE N0°22'24"E A DISTANCE OF 217.85 FEET; THENCE S89°37'36"E A DISTANCE OF 128.00 FEET; THENCE N0°22'24"E A DISTANCE OF 15.60 FEET; THENCE S89°37'36"E A DISTANCE OF 44.30 FEET TO THE POINT OF BEGINNING. CONTAINING 0.8469 ACRES, MORE OR LESS.

SECTION 2. That this amendment shall not become effective until it has been recorded on the Official Zoning Map of the City of Melbourne.

SECTION 3. That this ordinance was passed on the first reading at a regular meeting of the City Council on the ___ day of _____, 2017 and adopted on second/final reading at a regular meeting of the City Council on the ___ day of _____, 2017.

BY: _____
Kathleen H. Meehan, Mayor

ATTEST:

Cathleen A. Wysor, City Clerk

Ordinance No. 2017-05

ORDINANCE NO. 2017-06

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120 BY GRANTING A CONDITIONAL USE TO ALLOW A VEHICLE SERVICE BUSINESS IN A C-2 (GENERAL COMMERCIAL) ZONING DISTRICT ON A 0.85±-ACRE PORTION OF LOT 1, PINEDA RIDGE SUBDIVISION, LOCATED ON THE WEST SIDE OF WICKHAM ROAD, NORTH OF CONSTELLATION DRIVE AND SOUTH OF BUSINESS CENTER BOULEVARD; PROVIDING FOR SITE PLAN APPROVAL; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING THAT THE PROPERTY SHALL BE DESIGNATED ON THE OFFICIAL ZONING MAP BY THE SYMBOLS C-C-2; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CU-2016-22/SP-2016-25)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by granting a conditional use to allow a vehicle service business in a C-2 (General Commercial) Zoning District on a 0.85±-acre portion of Lot 1, Pineda Ridge Subdivision, located on the west side of Wickham Road, north of Constellation Drive and south of Business Center Boulevard. The property is described as:

A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BEING A PORTION OF LOT 1 PER THE PLAT OF "PINEDA RIDGE SUBDIVISION-PHASE I", PLAT BOOK 54, PAGE 90, OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH EAST CORNER OF LOT 1 OF "PINEDA RIDGE SUBDIVISION-PHASE I", AS RECORDED IN PLAT BOOK 54, PAGE 90 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF WICKHAM ROAD, A 150 FOOT RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 2325, PAGE 872 OF BREVARD COUNTY FLORIDA, THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S0°22'24"W A DISTANCE OF 79.21 FEET TO THE POINT OF BEGINNING; THEN CONTINUE ALONG SAID RIGHT-OF-WAY S0°22'24"W A DISTANCE OF 204.65 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY N89°37'36"W A DISTANCE OF 46.30 FEET; THENCE S0°22'24"W A DISTANCE OF 28.80 FEET; THENCE N89°37'36"W A DISTANCE OF 126.00 FEET; THENCE N0°22'24"E A DISTANCE OF 217.85 FEET; THENCE S89°37'36"E A DISTANCE OF 128.00 FEET; THENCE N0°22'24"E A DISTANCE OF 15.60 FEET; THENCE S89°37'36"E A DISTANCE OF 44.30 FEET TO THE POINT OF BEGINNING. CONTAINING 0.8469 ACRES, MORE OR LESS.

SECTION 2. That site plan number SP-2016-25 for a 7,700±-square foot vehicle service use, based on a single-sheet plan prepared by Morgan & Associates Consulting Engineers, Inc., Project Number 2016-76, with a signed and sealed date of December 20, 2016, is approved subject to the following conditions:

- a. Any change to the site plan will require reevaluation by the Engineering and Community Development Departments.

Any substantial change to the site plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and/or the Planning and Zoning Board, Local Planning Agency.

- b. Appropriate environmental permits must be obtained as part of the construction plan review process.
- c. The proposed building shall be substantially consistent with the renderings submitted by the applicant.
- d. All applicable easements for shared facilities (including but not limited to access, parking, drainage, and utilities) shall be finalized during construction plan review.
- e. For visual symmetry along the west side of North Wickham Road, the landscape width of 25± feet abutting the right-of-way for this project shall be consistent with the existing Home Depot landscape width of 25± feet.
- f. Concurrency: As required by Chapter 3, Appendix D, and Chapter 58, Melbourne City Code, to reserve capacity, the owner/developer shall be required to pay the capacity reservation fee in the amount of \$100.00 for the water impact fees. The payment must be received by the City of Melbourne within 90 days of the date of rendition of this development order by City Council approval. This development order shall not become effective until payment of the capacity reservation fee has been made payable to and received by the City of Melbourne. Sewer service to this site will be provided by Brevard County.
- g. Mobility: As required by Appendix D, Chapters 3 and 10, to address mobility, the owner/developer shall be required to make the 1% mobility fee deposit in the amount of \$415.18. The payment must be received by the City of Melbourne within 90 days of City Council approval. This development order shall not become effective until payment of the mobility fee has been made payable to and received by the City of Melbourne.

SECTION 3. That the above described properties shall be designated on the Zoning Map by the symbols C-C-2 to indicate that said premises shall be restricted to use for that particular conditional use along with the uses permitted in a C-2 (General Commercial) Zoning District.

SECTION 4. That it is hereby found and determined that the conditional use requested satisfies the criteria established in Article IX, Section 5 (C), of the Zoning Code.

SECTION 5. That this ordinance shall become effective 30 days from the date of adoption of this ordinance and, if appealed or otherwise judicially contested, until resolution of any judicial contests or appeals. The amendment shall be duly recorded within five business days after the 30-day period has expired and resolution of any judicial contests or appeals.

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the ___ day of _____, 2017, and adopted on the final reading at a regular meeting of the City Council on the _____ day of _____, 2017.

BY: _____
Kathleen H. Meehan, Mayor

ATTEST:

Cathleen A. Wysor, City Clerk

Ordinance No. 2017-06



DEPARTMENT:	Reading No.	N/A
CITY CLERK	Public Hearing	No
	Disclosure Required	No
	Item No.	15

SUBJECT

Citizens' Advisory Board – Appointment of one regular member and two alternate members

BACKGROUND/CONSIDERATION

There are three vacancies on this board due to a recent resignation and one member declining appointment. (At the November 22 meeting, Council appointed Darrell Whisman, Jr. as an alternate member. Subsequent to the meeting, Mr. Whisman declined the appointment due to a change in work schedule.)

The Code does not require members to have a specific background to serve on this board; however, members must be residents of the City and registered voters. Applicants are required to complete a supplemental application form, which enables Council to ensure that persons of low to moderate income are adequately represented on the board. Currently, there is a mix of between low and moderate income and above moderate income on the board.

There are three applications on file (attached) from:

- Allison, Christy
- Dooley, Vernard
- Queen, Roderick

FISCAL IMPACT (IF APPLICABLE)

REQUESTED ACTION

Recommend Council appoint one of the applicants to the regular member seat and the remaining applicants to the alternate member seats.

CITIZENS' ADVISORY BOARD

<u>MEMBER</u>	<u>PHONE</u>	<u>TERM OF OFFICE</u>
Aaron Straub 2342 Leewood Boulevard Melbourne, FL 32935	292-0456(h)	November 12, 2015 - November 11, 2018 3-year term
Dale Haynes 3306 Meadowridge Drive Melbourne, FL 32901	984-5486(h)	November 12, 2016 - November 11, 2019 3-year term
Brittany Arroyo 1047 Riverdale Drive Melbourne, FL 32935	591-0241(c)	November 22, 2016 - November 11, 2018 Unexpired 3-year term
Thomas Wicelinski 3170 Cedar Bay Drive Melbourne, FL 32934	698-7045(h)	September 15, 2016 - November 11, 2017 Unexpired 3-year term

Vacant

**November 11, 2018
3-year term**

E. Rhodie Humbert, Chairman
1210 Sun Circle W.
Melbourne, FL 32935

242-8833(h)

November 12, 2016 -
November 11, 2019
3-year term

Denise Cisar
2099 Santa Lucia Circle
Melbourne, FL 32935

698-1721(h)

November 12, 2015 -
November 11, 2018
3-year term

ALTERNATE MEMBERS (2)

Vacant

**November 11, 2019
Unexpired 3-year term**

Vacant

**November 11, 2019
Unexpired 3-year term**

HOUSING & URBAN IMPROVEMENT MANAGER

Denise Carter

674-5734

E-mail: huid@mlbfl.org

RECORDING SECRETARY

Christine McCarty

674-5734

E-mail: Christine.McCarty@mlbfl.org

BOARD MEMBER APPLICATION

Office of City Clerk
Office - (321) 608-7220
Fax - (321) 608-7239
city.clerk@mlbfl.org

Applicant Name: Christy Lynn Allison

Applicant Address: 1020 Terry Drive

Melbourne Florida 32935
City State Zip Code

Telephone Number: (434) 3164673
(Area Code)

Business Address: _____
Address

City State Zip Code

Telephone Number: _____ E-mail: ChristyLynn139@yahoo.com
(During Business Hours) (Area Code)

A brief resume must be attached to this application.

Board members must be registered voters. Please provide your precinct number from your voter's registration card:

Voting Precinct Number: 529 Verified by City Clerk Staff (Initials): SL

Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? Yes No

Most boards do not permit employees of the City of Melbourne to serve as members.

PLEASE CHECK WHICH BOARDS YOU ARE INTERESTED IN SERVING ON:
(A brief description of each board is attached.)

<input type="checkbox"/>	Affordable Housing Advisory Committee* <i>*Check qualifications on Page 2</i>	<input type="checkbox"/>	General Employees' Pension Plan Board of Trustees	<input type="checkbox"/>	Melbourne Housing Authority
<input checked="" type="checkbox"/>	Babcock Street Community Redevelopment Agency Advisory Committee	<input type="checkbox"/>	Golf Courses Advisory Board* <i>*(Supplemental Application Required)</i>	<input checked="" type="checkbox"/>	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
<input checked="" type="checkbox"/>	Beautification and Environmental Advisory Committee	<input checked="" type="checkbox"/>	Historic and Architectural Review Board	<input checked="" type="checkbox"/>	Planning and Zoning Board
<input checked="" type="checkbox"/>	Citizens' Advisory Board* <i>*(Supplemental Application Required)</i>	<input checked="" type="checkbox"/>	Library Board	<input type="checkbox"/>	Police Officers' Retirement Trust Fund Board of Trustees
<input type="checkbox"/>	Code Enforcement Board	<input checked="" type="checkbox"/>	Melbourne Downtown Community Redevelopment Agency Advisory Committee	<input checked="" type="checkbox"/>	Zoning Board of Adjustment
<input type="checkbox"/>	Firefighters' Pension Plan Board of Trustees	<input checked="" type="checkbox"/>	Melbourne Economic Enhancement District Advisory Committee		

Affordable Housing Advisory Committee applicants: Please indicate which position you are qualified for.

- Citizen actively engaged in residential home building industry in connection with affordable housing
 - Citizen actively engaged in banking industry in connection with affordable housing
 - Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
 - Citizen actively engaged as an advocate for low income persons in connection with affordable housing
 - Citizen actively engaged as a for profit provider of affordable housing
 - Citizen actively engaged as a not for profit provider of affordable housing
 - Citizen actively engaged as real estate professional in connection with affordable housing
 - One member of the Planning and Zoning Board
 - One resident of Melbourne
 - Citizen who represents employers within Melbourne
 - Citizen who represents essential services personnel, (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)
-

Applications are effective for one year from the date of submittal.

Applications are submitted to the City Council for consideration when board vacancies occur. Applicants may check the city's website (www.melbourneflorida.org) to review upcoming City Council meeting agendas for information on when board appointments will appear before the City Council.

Applicants will be notified if they have been appointed/re-appointed to a specific board.

Applicant Signature: _____

Christy Allison

Date: _____

11/16/16

CITIZENS' ADVISORY BOARD – SUPPLEMENTAL APPLICATION

In its efforts to involve citizens on a continuous basis in the City's Community Development Block Grant (CDBG) Program, the City created the Citizens' Advisory Board as a permanent mechanism to provide residents an opportunity to influence decision-making for the HUD-assisted projects. The City hopes to achieve maximum citizen participation for the CDBG Program through the Board's continuing involvement in planning, monitoring and evaluations.

Because the CDBG Program was established for the benefit of low and moderate income persons, the City wants to ensure that persons of low to moderate income are adequately represented on the Board. For this reason, all applicants for appointment to the Board are asked to complete this Supplemental Application Form.

Check the boxes that represent your situation.

Income Table								
Income Level (per year)	Number of Persons in Family							
	1	2	3	4	5	6	7	8
Low Income	18,750	21,400	24,100	26,750	28,900	31,050	33,150	35,300
Moderate Income	29,950	34,250	38,500	42,800	46,200	49,650	53,050	56,500

After reviewing the above table, my family income would be classified as:

<input type="checkbox"/>	Low Income or Less
<input checked="" type="checkbox"/>	Between Low Income and Moderate Income
<input type="checkbox"/>	Above Moderate Income

Minority Representation	
<input checked="" type="checkbox"/>	White
<input type="checkbox"/>	Black
<input type="checkbox"/>	Other

Applicant Signature: Chisty Allison

Date: 11/16/16

Professional Vita

Christy L. Allison

1020 Terry Drive

Melbourne, Florida 32935

(434) 316-4673

christyallison139@yahoo.com

PROFESSIONAL

2012-2014

Supervisor- Beckley Office

Mountain State Centers for Independent Living

329 Prince St, Beckley, WV 25918

- Supervision of three primary programs (CLSP Community Living Services Program, Employment Services Division, and Life Skills classes).
- Development and Fundraising including networking and collaborating with other local committees and participating in County and City events and planning meetings and emergency management planning and development.
- Staff development and inter-office communication regarding training and representative for human services.
- Liaison to local and state agencies, boards and committees regarding community development, transportation, employment, education, training, emergency services and civil rights.
- Advocating for individuals and communities with providers, suppliers and all levels of legislators (local, state and federal)
- Presenting information on various independent living related topics including Disabilities Etiquette, Disabilities in the Work Place, Disabilities Accommodations and other various topics.
- Supervision of program and office staff daily activities and office management.

2010-2012

Program Specialist, School of Nursing, Orlando Campus

Mountain State University, Beckley, WV 25801

Orlando Campus, Altamonte Springs, FL 32714

- Monitoring admissions, progressions and graduation of all students who apply to the School of Nursing in Orlando
- Assist faculty and staff with program development and implementation
- Advising graduate and undergraduate students
- Build community relationships
- Network with various organizations to market the programs and the University
- Assist students with utilization of internal and external resources
- Serve as secretary for graduate nursing committees

2002-2012

Adjunct Faculty, Mountain State University, Beckley, WV 25801

- Spectrum Program--Responsible for facilitating the instruction of college level course material in a cohort-based, structured, adult classroom environment.
 - English 101, English 102, Communications 200 (Communications in Health Care), Communications 204 (Business Communication), Philosophy 189 (Business Ethics), and Philosophy 200 (Medical Ethics and Law).
- Organizational Leadership-- Responsible for facilitating the instruction of college level course material in a cohort-based, structured, adult classroom and online environment.
 - OL 301 (The Adult Learner), OL 302 (Principles and Issues of Management), OL 307 (Leadership), OL 316 (Ethics), OL 402 (Organizational Behavior), OL 404 (Principle-Centered Leadership), OL 425 (Problem Solving Practicum), OL 430 (Problem Solving Practicum)

2003-2007

Director of Graduate Academic Services

Mountain State University, Beckley, WV 25801

- Responsible for the academic advising of graduate independent study students in the Master of Interdisciplinary Studies, Master of Health Sciences and Master of Criminal Justice programs. Not limited to, but including maintaining their academic files, serving as liaison between professors and students, following up on student issues, and seeing students through to the completion of their degrees
- Develop and keep current progression sheets of students in graduate independent study programs
- Work with staff as necessary to develop and implement strategies for recruiting, enrolling and managing students within the independent study graduate programs
- Serve as secretary to the graduate council and carry out its mandates
- Serve as the graduate assistant liaison between GA's and HR/Payroll
- Supervise the graduate assistant program
- Assist in course, track and program development for graduate IS programs
- Assist program directors in the management of graduate distance based courses
- Develop and maintain relationships with various graduate associations (including CGS and SCGS)
- Assist program directors with student relations, program development and inter-office communications
- Graduate Independent Study programs experienced an increase in annual revenue from \$41,000 in 2001 to \$279,000 in 2004

2002-2003

Coordinator of Graduate Student Services

Mountain State University, Beckley, WV 25801

- Responsible for recruiting and enrolling qualified students into Master of Interdisciplinary Studies, Master of Health Sciences and Master of Criminal Justice programs through a consultative, needs-based selling approach providing a seamless process throughout inquiry, enrollment, academic interaction, registration and financial aid
- Developed and maintained student tracking files, progression sheets and admissions files
- Worked with staff as necessary to develop and implement strategies for recruiting, enrolling and managing students within the independent study graduate programs

1995-2002

Bishop Management Corporation dba Petland

Owner/Operator, Beckley, WV

- Maintain functions necessary for operations of a 6000 square foot retail pet store including 240 fish tanks (200 fresh, 40 salt), a large kennel with a variety puppies and kittens, a small animal center ranging from hamsters to hedgehogs and guinea pigs to sugar-gliders, a large reptile department include snakes, lizards, chameleons, scorpions and tarantulas, and a bird department with small birds all the way up to the larger parrots and cockatoos.
- Maintain veterinary relationships and animal husbandry in all departments
- Present, educate and discuss various animals at school events from fairs to specialized presentations tailored to the class environment and course of studies
- Maintain corporate relationships with Petland Corporate office, as well as with various suppliers of live animals and dry goods
- Monitoring of inventory including dry good availability and selection as well as the health and well-being of all live animals
- Staff Development/Training for a staff of 30-35 regarding animal husbandry and presentation matching the right pet to the right companion.

1986-1995

JHA Management Corporation

Community Relations Representative, Beckley, WV 25801

- Coordinating functions, fundraisers and promotions for six area McDonald's

EDUCATION

2003

Mountain State University

Beckley, WV

Masters in Interdisciplinary Studies with a Concentration in
Organizational Leadership and Advocacy

1994 **Concord College**
Athens, WV
Bachelor of Arts
Major: History
Minor: Political Science

1991 **Beckley College**
Beckley, WV
Associate of Arts

1988 **St. Margaret's School**
Tappahannock, VA
Diploma

TRAINING

- Program Analysis of Service Systems (PASS) Training (2003)
- Social Role Valorization (SRV) Training (2005)
- Microsoft Office, Power Point, Project Manager and Excel (2002-2013)
- Jenzabar student tracking system training and experience utilizing Infomaker as the data mining tool (2002-2012)
- Blackboard certified 2010
- Therapeutic Options of Virginia (TOVA) training 2009
- Medication Administration certification 2007-2010
- First-Aid/CPR
- CILSuite Service Management System training (2012)
- Community Emergency Response Team training (2013)
- Florida Real Estate Sales Associate Pre-Licensing course and exam completed (5/2016)

COMMUNITY SERVICE

- Past President of the West Virginia Autism Society (2005-2006)
- Past President of the Southern West Virginia Autism Society (2003-2004)
- Past Chair of the Health Committee for the West Virginia Developmental Disabilities Council (2000-2007)
- Executive Committee member of WVDDC (2003-2007)
- Represent WVDDC at national conferences and speaking with national delegates
- Participant in panel discussing treatments for Autism at the Autism Society of West Virginia State Conference (2000)
- Conference Coordinator for Autism Society of West Virginia Annual Conference (2005)

- Provided expert testimony to EEOC committee on federal employment of people with disabilities (2006)
- Volunteer Camp Counselor for “at-risk” youth Raleigh County 4-H Camp (1991-1992)
- Member of the Advisory Board to the Director of the Autism Training Center at Marshall University (2001-2006)
- West Virginia Parent to Parent representative for Unlocking Autism (2003-2007)
- Presenter at the Autism Symposium 2nd Session at Mountain State University, March 29, 2011
- Community member serving on the Institutional Review Board at Mountain State University, 2008-2010
- CERT (Community Emergency Response Team) Member May 2013
- Consumer Affairs Committee-Raleigh County

AWARDS & CERTIFICATES

- Received a gubernatorial appointment to the Developmental Disabilities Council from Governor Bob Wise in July 2001. Received second nomination and was re-appointed for a second term by Governor, Joe Manchin, in 2005
- Received gubernatorial appointment to the Virginia Board for People with Disabilities in July 2008 by Governor Tim Kaine and was reappointed for second term in July 2009
- Advanced Diploma in Biblical Counseling from Light University March 2012

REFERENCES

- Excellent references available upon request

BOARD MEMBER APPLICATION

Applicant Name: Vernard Dorley

Applicant Address: 3303 S. Purdue St.
Address
Melbourne Florida 32901
City State Zip Code

Telephone Number: 407-832-5708
(Area Code)

Business Address: (1102A) 2301 Maitland Center Parkway
Address
Maitland Florida 32751
City State Zip Code

Telephone Number: 407-832-5708 E-mail: Jay.3425@yahoo.com
(During Business Hours) (Area Code)

- A brief resume must be attached to this application.**
- Board members must be registered voters. Please provide your precinct number from your voter's registration card:
 Voting Precinct Number: 49310.1 Verified by City Clerk Staff (Initials): [Signature]
- Most boards require members to have been residents of the City of Melbourne for at least six months.
 Have you lived in the City of Melbourne for the past six months? Yes No
- Most boards do not permit employees of the City of Melbourne to serve as members.

PLEASE CHECK WHICH BOARDS YOU ARE INTERESTED IN SERVING ON:
 (A brief description of each board is attached.)

<input type="checkbox"/>	Affordable Housing Advisory Committee* <small>*Check qualifications on Page 2</small>	<input type="checkbox"/>	General Employees' Pension Plan Board of Trustees	<input checked="" type="checkbox"/>	Melbourne Housing Authority
<input type="checkbox"/>	Babcock Street Community Redevelopment Agency Advisory Committee	<input type="checkbox"/>	Golf Courses Advisory Board* <small>*Supplemental Application Required</small>	<input type="checkbox"/>	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
<input type="checkbox"/>	Beautification and Environmental Advisory Committee	<input checked="" type="checkbox"/>	Historic and Architectural Review Board	<input checked="" type="checkbox"/>	Planning and Zoning Board
<input checked="" type="checkbox"/>	Citizens' Advisory Board* <small>*Supplemental Application Required</small>	<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Police Officers' Retirement Trust Fund Board of Trustees
<input checked="" type="checkbox"/>	Code Enforcement Board	<input checked="" type="checkbox"/>	Melbourne Downtown Community Redevelopment Agency Advisory Committee	<input type="checkbox"/>	Zoning Board of Adjustment
<input type="checkbox"/>	Firefighters' Pension Plan Board of Trustees	<input type="checkbox"/>	Melbourne Economic Enhancement District Advisory Committee		

Affordable Housing Advisory Committee applicants: Please indicate which position you are qualified for:

- Citizen actively engaged in residential home building industry in connection with affordable housing
- Citizen actively engaged in banking industry in connection with affordable housing
- Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- Citizen actively engaged as an advocate for low income persons in connection with affordable housing
- Citizen actively engaged as a for profit provider of affordable housing
- Citizen actively engaged as a not for profit provider of affordable housing
- Citizen actively engaged as real estate professional in connection with affordable housing
- One member of the Planning and Zoning Board
- One resident of Melbourne
- Citizen who represents employers within Melbourne
- Citizen who represents essential services personnel, (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

Applications are effective for one year from the date of submittal.

Applications are submitted to the City Council for consideration when board vacancies occur. Applicants may check the city's website (www.melbourneflorida.org) to review upcoming City Council meeting agendas for information on when board appointments will appear before the City Council.

Applicants will be notified if they have been appointed/re-appointed to a specific board.

Applicant Signature: _____

Kenneth Dady

Date: _____

21 Dec 16

26 years warranty / Fleet Mgr. *LevelBio Building Corporation*
18 years Building Envelope Inspections *Roof/Cladding/Windows/Doors/Fct.*
16 years EIFS Inspector. / LEAK. Detection in Buildings
25 years in TRADES & MAINTENANCE



Jay Dooley CEI, CEP
Warranty Manager/Fleet Manager

office 407.475.0800

cell 407.832.5708

fax 407.475.0801

jdooley@welbro.com

2301 Maitland Center Parkway, Suite 250
Maitland, FL 32751 • www.welbro.com
CGC017833

CITIZENS' ADVISORY BOARD – SUPPLEMENTAL APPLICATION

In its efforts to involve citizens on a continuous basis in the City's Community Development Block Grant (CDBG) Program, the City created the Citizens' Advisory Board as a permanent mechanism to provide residents an opportunity to influence decision-making for the HUD-assisted projects. The City hopes to achieve maximum citizen participation for the CDBG Program through the Board's continuing involvement in planning, monitoring and evaluations.

Because the CDBG Program was established for the benefit of low and moderate income persons, the City wants to ensure that persons of low to moderate income are adequately represented on the Board. For this reason, all applicants for appointment to the Board are asked to complete this Supplemental Application Form.

Check the boxes that represent your situation.

Income Table								
Income Level (per year)	Number of Persons in Family							
	1	2	3	4	5	6	7	8
Low Income	18,750	21,400	24,100	26,750	28,900	31,050	33,150	35,300
Moderate Income	29,950	34,250	38,500	42,800	46,200	49,650	53,050	56,500

After reviewing the above table, my family income would be classified as:

<input type="checkbox"/>	Low Income or Less
<input type="checkbox"/>	Between Low Income and Moderate Income
<input checked="" type="checkbox"/>	Above Moderate Income

Minority Representation	
<input checked="" type="checkbox"/>	White
<input type="checkbox"/>	Black
<input type="checkbox"/>	Other

Applicant Signature: *Veronica A. Dudley*

Date: 21 Dec 16

City of Melbourne
 900 East Strawbridge Avenue
 Melbourne, Florida 32901



RECEIVED
 JAN 17 2017
 OFFICE OF CITY CLERK
 Melbourne, Florida

Office of City Clerk
 Office - (321) 608-7220
 Fax - (321) 608-7239
 city.clerk@mbfl.org

Applicant Name: Roderick Queen

Applicant Address: 3584 N Sylvan Ln

Address Melbourne FL 32935

City 321-298-6874 State FL Zip Code 32935

Telephone Number: _____

Business Address: 201 N. Riverside Dr, Suite A

Address Indialantic FL 32903

City 321-298-6874 State FL Zip Code 32903

Telephone Number: _____ E-mail: roderick.queen@gmail.com

(During Business Hours) (Area Code)

- A brief resume must be attached to this application.**
- Board members must be registered voters. Please provide your precinct number from your voter's registration card:
 Voting Precinct Number: 400 Verified by City Clerk Staff (Initials): KUL
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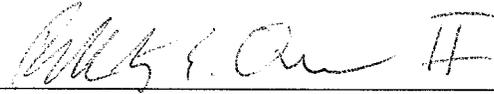
- Citizen actively engaged in residential home building industry in connection with affordable housing
- Citizen actively engaged in banking industry in connection with affordable housing
- Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- Citizen actively engaged as an advocate for low income persons in connection with affordable housing
- Citizen actively engaged as a for profit provider of affordable housing
- Citizen actively engaged as a not for profit provider of affordable housing
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Applicant Signature: _____



Date: _____

1/17/2017

CITIZENS' ADVISORY BOARD – SUPPLEMENTAL APPLICATION

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Minority Representation	
<input type="checkbox"/>	White
<input type="checkbox"/>	Black
<input checked="" type="checkbox"/>	Other

Applicant Signature: *Rodriguez E. Qui II*

Date: 1/17/2017

Roderick Queen

OBJECTIVE

- > To become active in my local community's growth and using my knowledge to help the city council make good decisions.

EXPERIENCE

11/2014-Current

Tropical Realty Beachside LLC

Realtor

- > Advocate on behalf of my clients in order to make sure the process is smooth.
- > Consult Buyers and Sellers in the fast paced local real estate market.
- > Maintaining timelines and dates set forth in contracts.

10/2011-Current

World Of Beer-Viera

Shift Manager-Bartender

- > Act as key holder, responsible for cash outs and end of day deposits.
- > Efficiently and effectively handle customer experiences.
- > Certified corporate trainer.

12/2009-06/2012

Longhorn Steakhouse-Viera

Bartender-Server

- > Certified Corporate Trainer with front and back of the house experience.
- > Suggestive selling with great face to face customer interactions.
- > Comfortable in a high volume environment

05/2007-12/2009

Repos Unlimited

Office Staff

- > Clearly communicated and coordinated the needs of our clients with subcontractors.
- > Ensured benchmarks were completed in order to receive payment from banks.
- > Oversaw completion of clean outs for bank owned properties.

EDUCATION

09/2015-05/2016

L.E.A.D Brevard

Program Graduate

- > Gained valuable knowledge in various forms of leadership skills.

3584 N Sylvan Ln. Melbourne, FL
32935

321-298-6874
roderick.queen@gmail.com

- > Inspiration to become more involved with local boards.

08/2005-05/2007

Florida A&M University, Tallahassee, FL

Political Science Major

- > Completed over 90 credit hours focused in the political studies area.
- > Left school due to family issues.

08/2000-05/2004

Eau Gallie High School

High School Diploma

REFERENCES

Bill Fillmore 321-684-8973

Mitch Ribak 321-259-9115