



Regular

Brevard County Board Of County Commissioners; Governing Board Of The Brevard Mosquito Control District; Governing Board Of The Barefoot Bay Water And Sewer District

2725 Judge Fran Jamieson Way

Viera, FL 32940

Agenda

Tuesday, January 9, 2024

If you wish to speak to any item on the agenda, please fill out a speaker card. Persons addressing the Board shall have three minutes to complete his/her comments on each public hearing agenda item for which he/she has filled out a card.

The Board of County Commissioners requests that speakers appearing under the Public Comment section of the agenda limit their comments and/or presentations to matters under the Board's jurisdiction. It is the responsibility of the Chair to determine the time limit on comments under Public Comment and other agenda items that are not Quasi-Judicial Public Hearings. In Quasi-Judicial proceedings, fifteen (15) minutes shall be allowed for applicants and five (5) minutes for other speakers.

**A. CALL TO ORDER 5:00 PM**

**B. INTENTIONALLY OMITTED**

**C. PLEDGE OF ALLEGIANCE: Commissioner Pritchett, Vice-Chair, District 1**

**D. MINUTES FOR APPROVAL:**

**E. RESOLUTIONS, AWARDS AND PRESENTATIONS**

**E.1.** Resolution recognizing Best Foot Forward for Pedestrian Safety

**F. CONSENT AGENDA (The entire Consent Agenda will be passed in one motion to include everything under Section F.)**

**Development and Environmental Services Group**

Public Works Department

**F.1.** Approval Re: Interlocal Agreement with the City of Cocoa Incorporating a Specified Area into District 1's Road and Bridge MSTU - District 1

**F.2.** Approval, Re: Dedication by Warranty Deed for Tract D of Village 2 Neighborhood 2 and Bill of Sale from The Viera Company, all Related to Lift Station W43 - District 4

- F.3. Approval, Re: Resolution and Lease Agreement for Office Space for the State of Florida Department of Environmental Protection - District 2

### **Support Services Group**

#### Budget

- F.4. Approval, Re: Budget Change Request

### **Administrative Services Group**

#### County Attorney

- F.5. Resolution setting forth the findings and conclusions of the Board of County Commissioners re: the denial of a request for a change of zoning classification from RR-1 to AU on property owned by FL & NC Investment Properties LLC.

#### County Manager

- F.6. Appointment(s) / Reappointment(s)

#### Miscellaneous

- F.7. Bill Folder

### **G. PUBLIC HEARINGS**

- G.1. Petition to Vacate, Re: Public Utility and Drainage Easement- 4283 Turtle Mound Road - "Windover Farms of Melbourne, P.U.D., Phase Five, Unit Two" Plat Book 37, Page 98-100 - Melbourne - Ronald M. Robin, Jr. - District 4

### **H. UNFINISHED BUSINESS**

- H.1. Item Removed

### **I. NEW BUSINESS**

#### **Public Safety Group**

- I.1. Board Approval: Authorization to Accept Donation from Ron Jon Surf Shop for Lifeguard Equipment Storage Facility; Adopt Resolution of Recognition and Commendation of Ron Jon Surf Shop.

#### **Add Ons**

### **J. BOARD REPORTS**

- J.1. Frank Abbate, County Manager

- J.2. Morris Richardson, County Attorney
- J.3. Rita Pritchett, Commissioner District 1, Vice-Chair
- J.4. Tom Goodson, Commissioner District 2
- J.5. John Tobia, Commissioner District 3
- J.6. Rob Feltner, Commissioner District 4
- J.7. Jason Steele, Commissioner District 5, Chair

**K. PUBLIC COMMENTS**

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations or an interpreter to participate in the proceedings, please notify the County Manager's Office no later than 48 hours prior to the meeting at (321) 633-2010.

Assisted listening system receivers are available for the hearing impaired and can be obtained from SCGTV staff at the meeting. We respectfully request that ALL ELECTRONIC ITEMS and CELL PHONE REMAIN OFF while the County Commission is in session. Thank You.

This meeting will be broadcast live on Space Coast Government Television (SCGTV) on Spectrum Cable Channel 499, Comcast (North Brevard) Cable Channel 51, and Comcast (South Brevard) Cable Channel 13 and AT&T U-verse Channel 99. SCGTV will also replay this meeting during the coming month on its 24-hour video server nights, weekends, and holidays. Check the SCGTV website for daily program updates at <http://www.brevardfl.gov>. The Agenda may be viewed at: <http://www.brevardfl.gov/Board Meetings>

In accordance with BCC-97 Section G.1 the agenda shall provide a section for public comment at the end of each regular County Commission meeting following Board Reports. The purpose of public comment is to allow individuals to comment on any topic relating to County business which is not on the meeting agenda. Individuals delivering public comment shall be restricted to a three-minute time limit on their presentation. Speakers will be heard in the order in which they turned in a pink card asking to be heard. With the exception of emergency items, the Board will take no action under the Public Comment section, but can refer the matter to another meeting agenda or request a staff report.

Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Resolution/Award/Presentation

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E.1.

1/9/2024

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**Subject:**

Resolution recognizing Best Foot Forward for Pedestrian Safety

**Fiscal Impact:**

None

**Dept/Office:**

District 5 Commission Office

**Requested Action:**

It is requested that the BOCC approves the resolution recognizing Best Foot Forward for Pedestrian Safety.

**Summary Explanation and Background:**

None

**Clerk to the Board Instructions:**

Please provide one framed copy of the resolution to be presented at the board meeting.

**RESOLUTION**

**WHEREAS**, Best Foot Forward (BFF) For Pedestrian Safety program, is a communitywide, grassroots initiative to make walking safer by changing drivers' behavior utilizing a "3E" methodology of low-cost Engineering, high-visibility Enforcement and dynamic public Education, measured by increasing driver yield rates at marked crosswalks; and

**WHEREAS**, BFF is a regional coalition of civic leaders, public safety officials, engineers, transportation planners, educators, health care professionals, advocates, local businesses, and concerned citizens whose mission is to reduce pedestrian injuries and deaths; and

**WHEREAS**, the BFF program complements Brevard County's Comprehensive Plan, Transportation Element Policy 3.7, Brevard County shall maintain and enforce land development regulations that improve the safety of motorists, pedestrians, and bicyclists in accordance with minimizing points of conflicts and identifying, evaluating, and mitigating potential traffic safety hazards within the traffic impact area; and

**WHEREAS**, Brevard County intends to participate in this effort by educating drivers and pedestrians through established constituent communications to support high-visibility pedestrian enforcement actions and contribute to Brevard County's goal of creating a safer and more livable community.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, supports the principles and practices:

**BEST FOOT FORWARD FOR PEDESTRIAN SAFETY**

and joins with other cities, towns, counties, law enforcement, regional planning agencies and Florida Department of Transportation in a regional effort to reduce pedestrian injuries and fatalities.

**DONE AND ORDERED AND ADOPTED**, in regular session this 9th day of January A.D., 2024.

ATTEST:

By: \_\_\_\_\_  
RACHEL M. SADOFF  
CLERK

By: \_\_\_\_\_  
JASON STEELE, CHAIR  
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.1.

1/9/2024

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### Subject:

Approval Re: Interlocal Agreement with the City of Cocoa Incorporating a Specified Area into District 1's Road and Bridge MSTU - District 1

### Fiscal Impact:

None

### Dept/Office:

Public Works Department/ Engineering

### Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair to execute the Interlocal Agreement with the City of Cocoa. It is further requested the Board approve legislative intent and grant permission to advertise an ordinance to modify the boundaries of the District 1 Municipal Service Taxing Unit.

### Summary Explanation and Background:

Beginning in 2004, the County and the City of Cocoa were involved in litigation regarding the City's annexation of lands. On December 11, 2007, Brevard County entered into a Stipulated Settlement Agreement with the City of Cocoa, as well as Florida Space Needle, LLC, and Barrera Shores, LLC ("Developments") regarding the development of a 267 +/- acre parcel. As part of the Settlement Agreement, the County and City agreed to enter an interlocal agreement whereby municipal service taxing unit revenues ("MSTU revenues") derived from the Developments would be used on existing County-owned and County-maintained facilities in the immediate area impacted by the Developments.

By way of this Interlocal Agreement, within 60 days of the effective date, the City agrees to adopt an ordinance to include the areas identified in Exhibit A into the County's District 1 MSTU. The County will identify eligible projects along routes and associated infrastructure identified in Exhibit B to apply those MSTU funds to. The County will not be required to expend revenues annually and shall provide a memo to the City annually by December 31 reporting revenues collected and any unspent balances.

The terms and conditions of this partnership are further established in the Interlocal Agreement. In accordance with Administrative Order 29, the Agreement has been reviewed and approved by the County Attorney's Office, Risk Management, and Purchasing Services. The City approved the Interlocal Agreement at their December 12, 2023 Board meeting.

### Clerk to the Board Instructions:

Please return the fully executed Interlocal Agreement (original) to the Public Works Department for further recording in the public records of Brevard County.



# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

1. Contractor: City of Cocoa		2. Amount: NA	
3. Fund/Account #: NA		4. Department Name: Public Works	
5. Contract Description: ILA with City of Cocoa designating MSTU Roadways			
6. Contract Monitor: Jeanette Scott		8. Contract Type: INTERGOVT/LOCAL	
7. Dept/Office Director: Marc Bernath			
9. Type of Procurement: Other			



## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2023.12.12 16:39:02 -05'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2023.12.14 11:34:21 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander <small>Digitally signed by Esseesse, Alexander Date: 2023.12.13 11:27:51 -05'00'</small>



## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

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9. Type of Procurement: Other			

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Thomas-Wood, Tammy <small>Digitially signed by Thomas-Wood, Tammy DN: cn=Thomas-Wood, Tammy, email=Tammy.Thomas-Wood@brevardt.gov Date: 2022.12.13 10:41:51 -0500</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



## **INTERLOCAL AGREEMENT**

Between Brevard County, Florida, and the City of Cocoa, Florida, Regarding  
Improvements to and Associated Funding Requirements for Certain County Facilities  
Impacted by the Developments Identified Herein

**This Interlocal Agreement** is made and entered into the date of last signature below by and between **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the **CITY OF COCOA**, a Florida municipal corporation, hereinafter referred to as the "City."

**WHEREAS**, the County and the City were involved in litigation starting in 2004 whereby the City's annexation of certain lands was challenged by the County; and

**WHEREAS**, in order for the parties to reach an agreement, the County and City entered into a Stipulated Settlement Agreement on December 11, 2007, hereinafter referred to as the "Settlement Agreement", which is incorporated herein by this reference, along with other property owners, Florida Space Needle, LLC, and Barrera Shores, LLC, collectively referred to as the "Developments"; and

**WHEREAS**, as part of the Settlement Agreement, the County and City agreed to enter into an interlocal agreement whereby municipal service taxing unit revenues, hereinafter defined as "MSTU revenues", derived from the Developments identified in the aerial map and legal descriptions identified as **Composite Exhibit "A"**, which is attached hereto and incorporated herein by this reference, would be used for County-owned and County-maintained facilities in the immediate area, and associated intersections, impacted by the Developments, including, but not limited to, certain roadways and associated drainage functions, as well as related direct and indirect costs associated with providing such services; and

**WHEREAS**, certain improvements to the existing County-owned and -maintained roadway and drainage facilities will need to take place as a result of the impacts from the Developments; and

**WHEREAS**, pursuant to Section 125.01(1)(q), Florida Statutes, the City is authorized to and agrees to adopt an ordinance consenting to the inclusion of the areas identified in **Composite Exhibit "A"** into the County's District 1 Road and Bridge MSTU; and

**WHEREAS**, the County will use its best judgment to identify eligible projects and activities along the routes and associated infrastructure identified in map and list of roadways set forth in composite **Exhibit "B"**, which is incorporated herein by this reference, that have been identified as the areas impacted by the Developments.

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

**Section 1 – Recitals.** The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

**Section 2 – Statutory Authority.** This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163, Part 1, and shall become effective upon recording in the official records of Brevard County in accordance with Section 13 below.

**Section 3 – Establishment and Collection of MSTU.**

I. Within sixty (60) days of the effective date of this Agreement, the City shall adopt an ordinance consenting to the inclusion of the entire territory of the Developments identified in **Exhibit “A”** into Brevard County’s District 1 Road and Bridge MSTU for a term of 30 years and will be automatically renewed. The County shall be responsible for establishing and governing the assessment of the MSTU for the aforementioned territory at a rate equal to the County’s District 1 Road and Bridge MSTU as adopted annually with and as a part the County’s annual budget. The ordinance shall be effective for the duration of this Agreement.

II. The City acknowledges that by opting into the MSTU, it cannot levy an annual ad valorem millage rate that would exceed the ten (10) mill cap for municipal purposes when combined with the District 1 Road and Bridge MSTU’s annual ad valorem millage rate, unless otherwise provided by law.

III. Within sixty (60) days of the effective date of this Agreement, the County shall adopt an ordinance acknowledging the inclusion of the Developments into the area encompassed by the County’s District 1 Road and Bridge MSTU. The ordinance shall be effective for the duration of this Agreement.

IV. The Tax Collector shall collect the MSTU revenues as assessed by the Brevard County Property Appraiser and remit such funds to the County. A portion of the MSTU revenues collected from the Developments shall be used to cover any reasonable administrative costs incurred and invoiced by the Tax Collector and Property Appraiser in administering this portion of the MSTU.

V. If the County’s Commission District boundaries are altered after adoption of the respective ordinances, thereby impacting the boundaries of the District 1 Road and Bridge MSTU, then the Developments will be assessed at the then-current Commission District MSTU rate of the abutting areas within the County. The parties shall take any necessary action to ensure the accurate municipal service tax rate is applied to the Developments.

**Section 4 – Use of MSTU Revenue.**

I. The County will use, at its sole discretion, the MSTU revenues collected from the Developments exclusively on the County-owned and County-maintained facilities directly affected by the Developments as identified in **Exhibit “B”**, as well as related direct and indirect costs associated with providing such services as permitted by law.

II. The County shall not be required to expend the revenues annually. However, any revenues collected and not expended shall be reserved and accounted for by the County for future use in accordance with Section 5 of this Agreement.

**Section 5 – Accounting of Funds.**

I. The County shall incorporate MSTU revenues from the Developments into the current District’s MSTU account, and such revenues shall be used for projects and/or activities within the areas identified in **Exhibit “B”**.

II. The County will make available to the City a memo annually by December 31 on the expenditure of the MSTU revenues pursuant to this Agreement. The report shall also include a general summary of the amount of revenues collected and any unspent balance(s).

**Section 6 – Notices.** All notices required under this Agreement shall be in writing and delivered to the parties by mail or electronic delivery, as follows:

**City Representative**  
**City of Cocoa**  
**Attn: City Manager**  
**65 Stone Street**  
**Cocoa, Florida 32922**

**County Representative**  
Brevard County  
Attn: Tammy Thomas-Wood, Public Works Support Service Manager  
2725 Judge Fran Jamieson Way, Suite A-201  
Viera, Florida 32940  
[Tammy.Thomas-Wood@brevardfl.gov](mailto:Tammy.Thomas-Wood@brevardfl.gov)

**Section 7 – Indemnification.** To the extent allowed by law and subject to the provisions set forth in Sec. 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement. Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful

act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Sec. 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

**Section 8 – Default.** Either party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

**Section 9 – Venue and Non-Jury Trial.** Venue for any action brought by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and **ANY TRIAL SHALL BE NON-JURY.**

**Section 10 – Attorney’s Fees.** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

**Section 11 – Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

**Section 12 – Entirety.** This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both parties.

**Section 13 – Effective Date and Recording.** Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County. The effective date of the MSTU will be established by the enacting ordinance adopted by the City. The County shall be responsible for recording a fully executed original of this Agreement in the public records of Brevard County, and shall return a recorded original of the Agreement to the City Representative identified herein.

**Section 14 – Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts, together, shall constitute one in the same instrument.

**Section 15 – Termination.** This Agreement may be terminated, in whole or in part, at any time by mutual written agreement of the parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year last written below.

**ATTEST:**

**CITY OF COCOA**

\_\_\_\_\_  
Carie Shealy, City Clerk

\_\_\_\_\_  
Michael C. Blake, Mayor  
As approved by the City Council on \_\_\_\_\_

Approved as to legal form and sufficiency  
\_\_\_\_\_  
Anthony A. Garganese, City Attorney

**ATTEST:**

**BREVARD COUNTY, FLORIDA**

\_\_\_\_\_  
Rachel Sadoff, Clerk

\_\_\_\_\_  
Jason Steele, Chair  
As approved by the Board on 1/09/2024

Reviewed for Legal Form and Content  
solely for Brevard County  
\_\_\_\_\_  
Deputy County Attorney

COMPOSITE EXHIBIT A

15



**Fidelity National Title**  
Insurance Company

Title No. 45441-CD05-104513  
Agent ID: FL-2264  
Agent File No. FSN/Fairwinds  
Policy Jacket No. 1482-5689

**EXHIBIT A**

**PARCEL 1**

A parcel of land lying in the North Half of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, run thence South 89 degrees 57 minutes 44 seconds East, along the North line of said Section 10, a distance of 329.44 feet to the POINT OF BEGINNING; thence continue South 89 degrees 57 minutes 44 seconds East, along said North line a distance of 2266.28 feet; thence departing said North line of Section 10, South 00 degrees 32 minutes 12 seconds East, a distance of 2235.09 feet to a point on the existing Northerly right of way line of State Road No. 528 (also known as the "Bee Line Expressway", formerly known as State Road No. 524); thence South 88 degrees 36 minutes 31 seconds West (Calculated measurement) South 88 degrees 40 minutes 54 seconds West (Deed), along said existing North right of way line a distance of 454.64 feet; thence North 87 degrees 19 minutes 06 seconds West, a distance of 638.49 feet, to a point of curvature of a curve concave to the Northeast, having a radius of 900.00 feet a central angle of 31 degrees 18 minutes 50 seconds (Calculated measurement) 31 degrees 18 minutes 48 seconds (Deed), thence Northwesterly along the arc of said curve a distance of 491.88 (calculated measurement) 491.87 (Deed) feet; thence North 56 degrees 04 minutes 39 seconds West (Calculated measurement) North 56 degrees 00 minutes 19 seconds West (Deed), a distance of 398.70 (Calculated measurement) 398.75 (Deed) feet to a point of curvature of a non-tangent curve concave to the North having a radius of 969.79 feet, a central angle of 37 degrees 46 minutes 38 seconds, thence Northwesterly along the arc of said curve a distance of 639.42 feet, to a point on the East right of way line of State Road No. 9 (Interstate 95); thence North 00 degrees 11 minutes 53 seconds West, along said East right of way line of State Road No. 9 (Interstate 95), a distance of 566.36 feet; thence North 01 degrees 55 minutes 04 seconds West, a distance of 300.93; thence North 01 degrees 20 minutes 38 seconds West, a distance of 476.50 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE AREA FOR BORROW PIT NO. 19 AND HAUL ROAD AS SET FORTH IN CIRCUIT COURT MINUTE BOOK 57, PAGE 479, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, OTHER THAN THE REVERSIONARY INTEREST, DESCRIBED AS FOLLOWS:

**BORROW PIT NO. 19**

A parcel of land in the Northwest Quarter of Northwest Quarter of Section 10, Township 24 South, Range 35 East, described as follows:

Commence on the North boundary of said Section 10, at a point 150 feet East from the Northwest corner thereof, run thence South 00 degrees 12 minutes 38 seconds East 50 feet; thence North 89 degrees 59 minutes 22 seconds East, 499.83 feet to the Northwest corner of Borrow Pit No. 19 and the POINT OF BEGINNING; continue thence North 89 degrees 59 minutes 22 seconds East 600 feet; thence South 00 degrees 00 minutes 38 seconds East 550 feet; thence South 89 degrees 59 minutes 22 seconds West 600 feet; thence North 00 degrees 00 minutes 38 seconds West 550 feet to the POINT OF BEGINNING.

AND



**Fidelity National Title**  
Insurance Company

Title No. 45441-CD05-104513  
Agent ID: FL-2264  
Agent File No. FSN/Fairwinds  
Policy Jacket No. 1482-5689

14

**HAUL ROUTE FOR BORROW PIT NO. 19**

That part of the Northwest Quarter of Northwest Quarter of Section 10, Township 24 South, Range 35 East, lying South and within 50 feet of a line described as follows:

Begin at the Northwest corner of Borrow Pit No. 19 as described above, run thence South 89 degrees 59 minutes 22 seconds West 499.83 feet to the end of said line as herein described.

**PARCEL 2**

A parcel of land lying in the North Half of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, run thence South 89 degrees 57 minutes 44 seconds East, along the North line of said Section 10, a distance of 2595.72 feet to the POINT OF BEGINNING; thence continue South 89 degrees 57 minutes 44 seconds East, along said North line of Section 10 a distance of 70.51 feet, to the North Quarter corner of Section 10; thence South 89 degrees 57 minutes 56 seconds East, along said North line of Section 10, a distance of 1926.93 feet; thence departing said North line South 00 degrees 32 minutes 12 seconds East, a distance of 2404.54 feet; to a point on a curve on the existing Northerly right of way line of State Road No. 528 (also known as the "Bee Line Expressway", formerly known as State Road No. 524); thence along said existing North right of way line and along said curve that is concave to the South, having a radius of 5879.58 feet, a central angle of 15 degrees 41 minutes 33 seconds; thence Westerly, along the arc of said curve, a distance of 1610.32 feet; thence South 88 degrees 36 minutes 31 seconds West (Calculated measurement) South 88 degrees 40 minutes 54 seconds West (Deed), a distance of 404.03 feet; thence departing said North right of way line North 00 degrees 32 minutes 12 seconds West, a distance of 2235.09 feet, to the POINT OF BEGINNING.

**PARCEL 3**

A parcel of land lying in the North Half Section 10, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, run thence South 89 degrees 57 minutes 44 seconds East, along the North line of said Section 10, a distance of 2666.23 feet to the North Quarter corner of Section 10; thence South 89 degrees 57 minutes 56 seconds East, along said North line of Section 10, a distance of 1926.93 feet, to the POINT OF BEGINNING; thence continue South 89 degrees 57 minutes 56 seconds East, along said North line of said Section 10, a distance of 738.58 feet to the Northeast corner of Section 10; thence South 00 degrees 32 minutes 12 seconds East, along the East line of said Section 10, a distance of 2602.18 feet, to a point on the existing Northerly right of way line of State Road No. 528 (also known as the "Bee Line Expressway", formerly known as State Road No. 524); thence North 74 degrees 59 minutes 21 seconds West, along said existing North right of way line, a distance of 693.63 feet, to a point of curvature of a curve concave to the South, having a radius of 5879.58 feet, a central angle of 00 degrees 42 minutes 35 seconds, thence Westerly, along the arc of said curve, a distance of 72.84 feet; thence departing said



**Fidelity National Title**  
Insurance Company

Title No. 45441-CD05-104513  
Agent ID: FL-2264  
Agent File No. FSN/Pairwinds  
Policy Jacket No. 1482-5689

North right of way line North 00 degrees 32 minutes 12 seconds West, a distance of 2404.54 feet, to the POINT OF BEGINNING.

**PARCEL 5**

The West 318 feet of the South Half of the South Half of the South Half of the North Half, LESS the North 30 feet for road and LESS the South 100 feet and the West 100 feet for canal, Section 11, Township 24 South, Range 35 East, Brevard County, Florida. Also known as Tract 6, Block 16, CANAVERAL GROVES SUBDIVISION, according to the Map thereof, as recorded in Survey Book 2, Page 621, Brevard County, Florida.



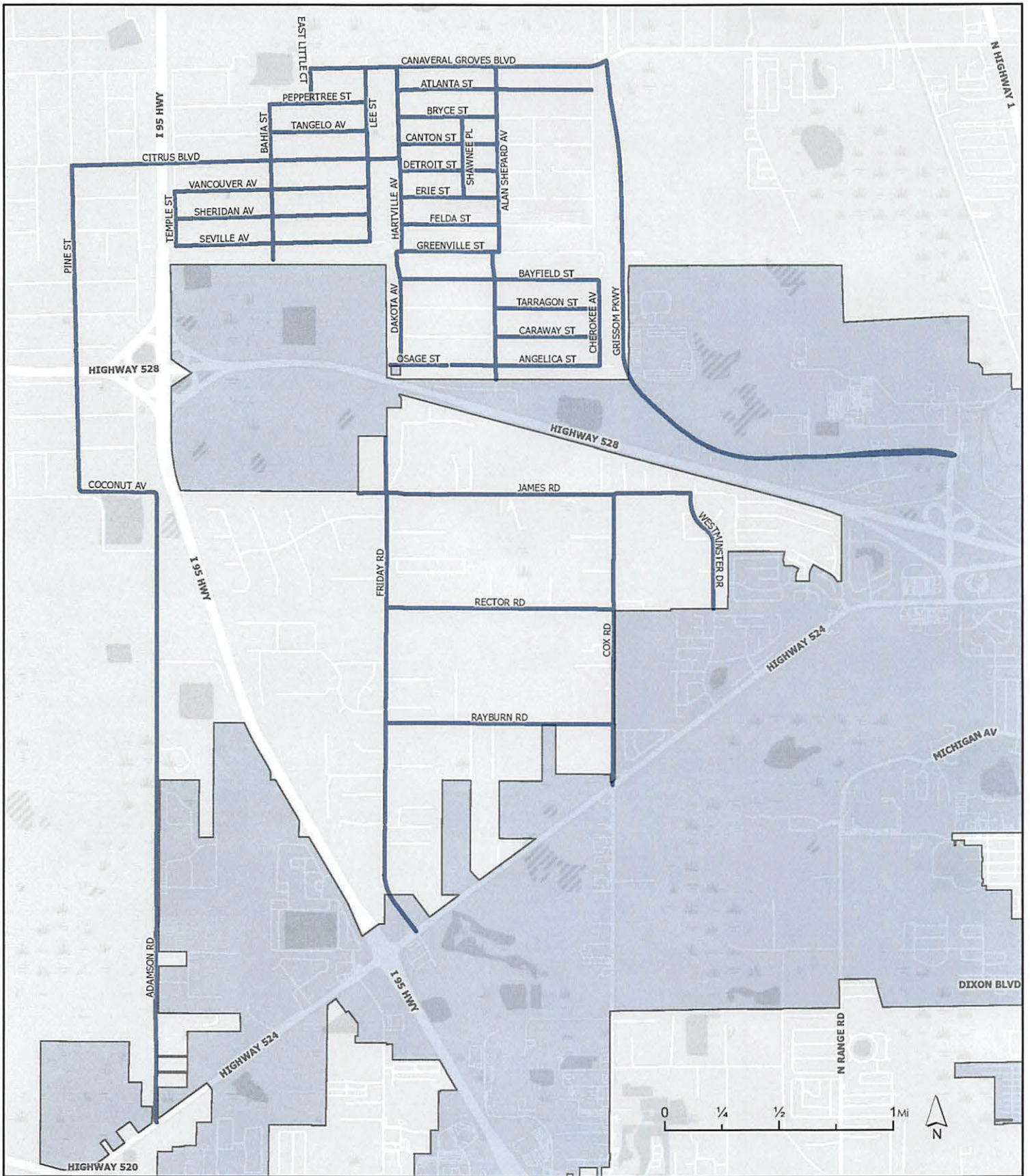
EXHIBIT "B"

BARRERA PROPERTY



A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE NORTH 00 DEGREES 15 MINUTES 39 SECONDS WEST, A DISTANCE OF 50.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JAMES ROAD, A 50 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 783, PAGE 918 AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 1630.19 FEET TO A POINT ON THE WATER RETENTION AREA AS DESCRIBED IN F.D.O.T. MAP NO. 405506 5; THENCE LEAVING SAID RIGHT OF WAY LINE AND ALONG SAID WATER RETENTION AREA FOR THE NEXT 2 COURSES: NORTH 16 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 333.76 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 488.64 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE STATE ROUTE 9 (INTERSTATE 95) AND A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY HAVING A RADIUS OF 3725.72 FEET, A CENTRAL ANGLE OF 14 DEGREES 38 MINUTES 34 SECONDS AND A CHORD DISTANCE OF 949.57 FEET WHICH BEARS NORTH 07 DEGREES 30 MINUTES 55 SECONDS WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 952.16 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 00 DEGREES 10 MINUTES 54 SECONDS WEST, A DISTANCE OF 205.37 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF BEELINE EXPRESSWAY (S.R. 528) AND A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 56 DEGREES 36 MINUTES 06 SECONDS AND A CHORD DISTANCE OF 569.39 FEET WHICH BEARS NORTH 28 DEGREES 05 MINUTES 29 SECONDS EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 593.22 FEET; THENCE CONTINUING ALONG SAID BEELINE EXPRESSWAY RIGHT OF WAY LINE FOR THE NEXT 5 COURSES: NORTH 56 DEGREES 24 MINUTES 56 SECONDS EAST, A DISTANCE OF 1093.64 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.49 FEET, A CENTRAL ANGLE OF 32 DEGREES 11 MINUTES 39 SECONDS AND A CHORD DISTANCE OF 332.99 FEET WHICH BEARS NORTH 72 DEGREES 30 MINUTES 43 SECONDS EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 337.41 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 31 SECONDS EAST, A DISTANCE OF 1179.23 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 5579.58 FEET, A CENTRAL ANGLE OF 16 DEGREES 24 MINUTES 06 SECONDS AND A CHORD DISTANCE OF 1591.78 FEET WHICH BEARS SOUTH 83 DEGREES 11 MINUTES 31 SECONDS EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1597.23 FEET; THENCE SOUTH 74 DEGREES 59 MINUTES 21 SECONDS EAST, A DISTANCE OF 774.87 FEET TO THE EAST LINE OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE ALONG SAID EAST SECTION LINE, SOUTH 00 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 1056.66 FEET; THENCE LEAVING SAID EAST SECTION LINE, NORTH 89 DEGREES 52 MINUTES 22 SECONDS WEST, A DISTANCE OF 668.59 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST, A DISTANCE OF 1273.27 FEET TO THE NORTH RIGHT OF WAY LINE OF JAMES ROAD, A 50 FOOT RIGHT OF WAY PER OFFICIAL RECORDS BOOK 783, PAGE 318, THENCE ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 51 MINUTES 39 SECONDS WEST, A DISTANCE OF 2003.10 FEET TO THE POINT OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS, 264.10 ACRES (11,504,572 SQ. FT.), MORE OR LESS.



### EXHIBIT B – ILA ROADWAYS

-  Selected Roadways
-  Cocoa City Boundary

## Exhibit B - Roadway Limits

- Pine Street [Citrus Boulevard to Coconut Avenue]
- Coconut Avenue [Pine Street to Adamson Road]
- Adamson Road [Coconut Avenue to State Road 524]
- Citrus Boulevard [Pine Street to Hartville Avenue]
- Vancouver Avenue [Temple Street to Lee Street]
- Sheridan Avenue [Temple Street to Lee Street]
- Seville Avenue [Temple Street to Lee Street]
- Temple Street [Vancouver Avenue to Seville Avenue]
- Bahia Street [Peppertree Street to Northern Limits of North Annexation Area (Approximately 456.7 feet south of the Seville Avenue southern right-of-way boundary)]
- Peppertree Street [Bahia Street to Lee Street]
- Tangelo Avenue [Bahia Street to Lee Street]
- East Little Court [Canaveral Groves Boulevard to Peppertree Street]
- Lee Street [Canaveral Groves Boulevard to Seville Avenue]
- Canaveral Groves Boulevard [East Little Court to Grissom Parkway]
- Hartville Avenue [Canaveral Groves Boulevard to Greenville Street]
- Dakota Avenue [Greenville Street to Osage Street]
- Shawnee Place [Bryce Street to Erie Street]
- Alan Shepard Avenue [Canaveral Groves Boulevard to southern terminus at Summer Breeze Plantation Subdivision (Approximately 303 feet south of the Angelica Street southern right-of-way boundary)]
- Atlanta Street [Hartville Avenue to Knoxville Avenue]
- Bryce Street [Hartville Avenue to Alan Shepard Avenue]
- Canton Street [Hartville Avenue to Alan Shepard Avenue]
- Detroit Street [Hartville Avenue to Alan Shepard Avenue]
- Erie Street [Hartville Avenue to Alan Shepard Avenue]
- Felda Street [Hartville Avenue to Alan Shepard Avenue]
- Greenville Street [Hartville Avenue to Alan Shepard Avenue]
- Bayfield Street [Dakota Avenue to Cherokee Avenue]
- Tarragon Street [Alan Shepard Avenue to Cherokee Avenue]
- Caraway Street [Alan Shepard Avenue to Cherokee Avenue]
- Osage Street [Eastern Limits of the North Annexation Area (Approximately 314.3 feet west of the Dakota Avenue western right-of-way boundary) to eastern terminus]
- Angelica Street [Western Terminus to Cherokee Avenue]
- Cherokee Avenue [Bayfield Street to Angelica Street]
- Grissom Parkway [Canaveral Groves Boulevard to Industry Road]
- Friday Road [Northern Terminus of improved roadway to State Road 524]
- Cox Road [James Road to State Road 524]
- Westminster Drive [James Road to Brevard County Roadway Limit (Approximately 120 feet north of the Hightower Court northern right-of-way boundary)]
- Rayburn Road [Friday Road to Cox Road]

- Rector Road [Friday Road to Cox Road]
- James Road [Western Terminus of improved public roadway to Westminster Road]
- The drainage right-of-way located approximately 205 feet south of the Osage Street and Angelica Street right-of-way is included as part of this exhibit if the subject area is constructed into an improved public roadway that is maintained by Brevard County. If Angelica Street is extended east to Grissom Parkway, that portion will automatically be included with this Exhibit.
- The extension of James Road located immediately west of the Friday Road right-of-way is included as part of this Exhibit if the subject area is constructed into an improved public roadway.



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.2.

1/9/2024

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### Subject:

Approval, Re: Dedication by Warranty Deed for Tract D of Village 2 Neighborhood 2 and Bill of Sale from The Viera Company, all Related to Lift Station W43 - District 4

### Fiscal Impact:

None

### Dept/Office:

Public Works Department / Land Acquisition/ Utility Services Department

### Requested Action:

It is requested that the Board of County Commissioners accept the attached Warranty Deed and Bill of Sale.

### Summary Explanation and Background:

The subject property is located in Section 27, Township 26 South, Range 36 East, east of Lake Andrew Drive and north of Pineda Causeway in Viera.

The Viera Company established Village 2 Neighborhood 2 by Plat, recorded in Plat Book 73, Page 70. The Plat dedicated Tract D to Brevard County for the purpose of a sanitary sewer lift station known as W43. The attached Warranty Deed will convey fee simple ownership of Tract D to the County. The Bill of Sale conveys the related utility infrastructure that shall be County owned and maintained. The final as-built survey will be provided to the Utility Services Department upon completion. Service for the lift station will not be activated until reviewed and approved by the Department.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37, the Criteria for Water and Sewage Systems within Brevard County 2.6.5 and County Code 110-184.

### Clerk to the Board Instructions:

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA REVIEW SHEET**

AGENDA: Dedication by Warranty Deed for Tract D of Village 2 Neighborhood 2 and Bill of Sale from The Viera Company, all Related to Lift Station W43 – District 4

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lisa J. Kruse, Land Acquisition Specialist

CONTACT PHONE: 321-350-8353

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u></u>	_____	<u>12-11-23</u>
COUNTY ATTORNEY ALEXANDER ESSEESSE Deputy County Attorney	<u></u>	_____	<u>12/11/23</u>

Prepared by and return to: Lisa J. Kruse  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940  
A portion of interest in Tax Parcel ID: 26-36-27-01-\* -D

WARRANTY DEED

**THIS DEED** is made this 5<sup>th</sup> day of Dec, 2023, by The Viera Company, a Florida corporation, hereafter called the Grantor, whose mailing address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, to Brevard County, a political subdivision of the State of Florida, hereafter called the Grantee, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940;

**WITNESSETH** that the Grantor, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, paid, receipt of which is acknowledged, does grant, bargain, sell, and convey unto the Grantee, its successors and assigns the following described lands, lying and being in the Brevard County, Florida, to-wit:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"**

Together with all riparian and littoral rights appertaining thereto.

The Grantors agree that upon conveyance of the property, no covenants or restrictions put in place by Grantor shall apply to the property hereto in perpetuity.

**TO HAVE AND TO HOLD THE SAME**, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise incident and/or appertaining thereto and all the estate, right, title and interest forever, and the Grantor does fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

K. P. Prosser

Witness

K. P. PROSSER

Print Name

Mary Ellen McKibben

Witness

Mary Ellen McKibben

Print Name

STATE OF Florida  
COUNTY OF Brevard

GRANTOR:

The Viera Company, a Florida corporation

By: [Signature]

Todd J. Pokrywa, President

(Corporate Seal)



The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 5<sup>th</sup> day of Dec, 2023, by Todd J. Pokrywa as President for The Viera Company, a Florida corporation. Is  personally known or  produced \_\_\_\_\_ as identification.

Mary Ellen McKibben  
Notary Signature

SEAL

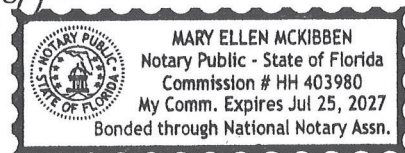


Exhibit "A"

Tract D, Village 2 Neighborhood 2, according to the Plat thereof, as recorded in Plat Book 73, Page 70, of the Public Records of Brevard County, Florida.



**BILL OF SALE  
(Lift Station W43)**

The Viera Company, a Florida corporation (hereinafter "SELLER"), for and in consideration of good and valuable consideration to it paid by BREVARD COUNTY FLORIDA, a political subdivision of the State of Florida (hereinafter "BUYER"), the receipt and sufficiency of which consideration is hereby acknowledged, by these presents does grant, bargain, sell, transfer and deliver unto BUYER, its successors and assigns, the goods, chattels and items of personal property owned by SELLER, their successors and assigns, (hereinafter "property") as that property is set forth on EXHIBIT "A" attached hereto and made a part thereof, and being situate on certain real property described on EXHIBIT "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto BUYER, its successors and assigns, forever.

AND SELLER, does, for themselves and their successors and assigns, covenant to and with BUYER, its successors and assigns, that SELLER is the lawful owner of said property; that said property is free from all liens and encumbrances; that SELLER has good right to sell the same aforesaid; and that SELLER will warrant and defend the sale of said property hereby made unto BUYER, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, SELLER, by its duly authorized representative, has caused this instrument to be executed and delivered and has intended this instrument to be and become effective as of the 5<sup>th</sup> day of Dec, 2023.

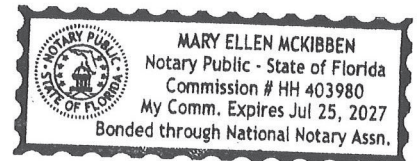
The Viera Company, a Florida corporation

By: [Signature]  
Todd J. Pokrywa, President

STATE OF Florida  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 5<sup>th</sup> day of Dec, 2023, by Todd J. Pokrywa as President for The Viera Company, a Florida corporation. Is  personally known or  produced \_\_\_\_\_ as identification.

[Signature]  
Notary Signature  
SEAL



**VILLAGE 2, NEIGHBORHOOD 2 –  
SUBDIVISION INFRASTRUCTURE IMPROVEMENTS – PHASE 1  
ITEMIZED COST OF CONSTRUCTION – LIFT STATION  
EXHIBIT “A”**

ITEM	UNIT	QUANTITIES	UNIT PRICE	TOTAL PRICE
WET WELL AND ALL ASSOCIATED INTERNAL PIPING AND CONTROL SYSTEMS	LS	1		
SUBMERSIBLE WASTEWATER PUMPS	EA	2		
ABOVE GROUND FORCE MAIN AND VALVE INSTALLATION	LS	1		
CONTROL PANEL AND ASSOCIATED ELECTRICAL WIRING AND CONTROL SYSTEMS	LS	1		
TELEMETRY TOWER	LS	1		
CONCRETE DRIVEWAY	LS	1		
<b>TOTAL</b>				<b>\$655,000.00</b>

Exhibit "B"

Real Property

Tract D, Village 2 Neighborhood 2, according to the Plat thereof, as recorded in Plat Book 73, Page 70, of the Public Records of Brevard County, Florida.

# LOCATION MAP

Section 27, Township 26 South, Range 36 East – District 4

PROPERTY LOCATION: Property is located east of Lake Andrew Drive and north of Pineda Causeway in Viera.

OWNERS NAME(S): The Viera Company





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.3.

1/9/2024

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### **Subject:**

Approval, Re: Resolution and Lease Agreement for Office Space for the State of Florida Department of Environmental Protection - District 2

### **Fiscal Impact:**

Revenue of the annual rent of \$1.00 will be deposited in the General Fund.

### **Dept/Office:**

Public Works Department/Facilities

### **Requested Action:**

It is requested that the Board of County Commissioners authorize the Chair to execute the Resolution and Lease Agreement allowing the non-competitive lease of County property (office space) at the Brevard County Government Center Service Complex located at 2575 N. Courtenay Parkway, Suite 104a, Merritt Island to the State of Florida Department of Environmental Protection. It is also requested the Board authorize the County Manager to execute the ten-year lease renewal. A majority plus one vote of the Board is required to approve this item per Sec. 2-247, Code of Ordinances of Brevard County.

### **Summary Explanation and Background:**

The State of Florida Department of Environmental Protection (F.D.E.P.) requested to lease the office space to conduct governmental operations. Physical office space was needed by F.D.E.P. to serve this area. County staff have determined that the space is not needed for County purposes, and that leasing the space serves a public purpose.

Brevard County Code of Ordinances Section 2-247, non-competitive lease or sale of County property, allows for the leasing of County-owned real property to any department or agency of the United States if the Board of County Commissioners is "satisfied that the proposed use of the property will serve the public interest; will serve a public purpose; is in the best interest of the County; and make a finding that the property is either likely to be not needed for County purposes in the future or will be used in a manner compatible with County purposes." Per the Code, the lease may be "nominal or otherwise, as the board of county commissioners may fix, regardless of the actual value of the lease. If the value of such sale or lease is of nominal value, then a majority plus one vote of the board of county commissioners shall be required. For purposes of this section, nominal value shall mean a token value that does not bear a direct relationship to the fair market value." A Resolution by the Board is also required to approve the Lease Agreement. In accordance with Administrative Order 29, the Lease Agreement has been reviewed and approved by the County Attorney's Office, Risk Management, and Purchasing Services.

### **Clerk to the Board Instructions:**

Return the Resolution and Lease Agreement (fully executed) to the Public Works Department.



# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

1. Contractor: FDEP		2. Amount: \$1.00/annually	
3. Fund/Account #: General Fund		4. Department Name: Public Works	
5. Contract Description: Lease Agreement 2575 N. Courtenay Pkwy, Suite 104a, Merritt Island			
6. Contract Monitor: Jeanette Scott		8. Contract Type: LEASE/RENTALS	
7. Dept/Office Director: Marc Bernath			
9. Type of Procurement: Other			

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

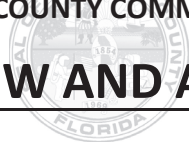
## SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scott, Jeanette <small>Digitally signed by Scott, Jeanette Date: 2023.12.20 10:51:43 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2023.12.11 15:10:57 -05'00'</small>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander <small>Digitally signed by Esseesse, Alexander Date: 2023.12.13 11:38:14 -05'00'</small>

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

1. Contractor: FDEP		2. Amount: \$1.00/annually	
3. Fund/Account #: General Fund		4. Department Name: Public Works	
5. Contract Description: Lease Agreement 2575 N. Courtenay Pkwy, Suite 104a, Merritt Island			
6. Contract Monitor: Jeanette Scott		8. Contract Type:	
7. Dept/Office Director: Marc Bernath		LEASE/RENTALS	
9. Type of Procurement: Other			

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2023.12.11 14:13:30 -05'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



**RESOLUTION NO. 2024-\_\_\_\_\_**

**A RESOLUTION PURSUANT TO THE CODE OF ORDINANCES OF BREVARD COUNTY, FLORIDA, AND SECTION 125.38, FLORIDA STATUTES, AUTHORIZING A LEASE OF COUNTY PROPERTY TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Environmental Protection, hereinafter the “F.D.E.P.”, wishes to lease property located at 2575 N. Courtenay Parkway, Suite 104a, Merritt Island, Florida, hereinafter referred to as the “Property,” for office space to conduct governmental operations; and

**WHEREAS**, the Property is owned by Brevard County, Florida, hereinafter referred to as the “COUNTY”; and

**WHEREAS**, the COUNTY finds that leasing the Property to the F.D.E.P. serves a public purpose, is in the best interest of Brevard County, the Property is not needed for COUNTY purposes in the future, and the Property will be used in a manner compatible with COUNTY purposes.

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

1. The COUNTY hereby finds, by majority plus one vote, that the above recitals are true and correct, and incorporated herein by this reference.
2. The term of the Lease shall commence on the date of which it is last signed, and shall continue for a period of ten (10) years. Either party may terminate this Lease, with or without cause, by providing written notice to the other party sixty (60) days in advance of such termination date. The Lease may be renewed in accordance with the terms and provisions outlined therein.
3. The annual rent shall be \$1.00.
4. In the event the Property is not used or ceases to be used for the purpose(s) stated herein, the Lease term shall immediately cease, and the COUNTY shall have the right to re-enter and repossess the Property.

**DONE, ORDERED, AND ADOPTED**, in Regular Session, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

**ATTEST:**

**BREVARD COUNTY, FLORIDA**

\_\_\_\_\_  
Rachel Sadoff, Clerk of the Court

\_\_\_\_\_  
Jason Steele, Chair  
As approved by the Board on 1/9/2024

## LEASE AGREEMENT

**THIS AGREEMENT** is made and entered into the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the State of Florida Department of Environmental Protection, with a mailing address of 3800 Commonwealth Blvd, MS 60, Tallahassee, FL 32399, hereinafter referred to as the "State."

### WITNESSETH

**WHEREAS**, the State is desirous of using certain property owned by the County, which is located at 2575 N. Courtenay Parkway, Suite 104a, Merritt Island, Florida, hereinafter referred to as the "Property," which is more specifically identified in **Exhibit A**, attached hereto and incorporated herein by this reference, for office space in order to conduct governmental operations; and

**WHEREAS**, the County finds that leasing the Property to the State serves a public purpose, is in the best interest of Brevard County, the Property is not needed for County purposes in the future, and the Property will be used in a manner compatible with County purposes.

**NOW, THEREFORE**, in consideration of the covenants and premises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term; Renewals:** The term of this Lease Agreement shall commence on the date of last signature below, hereinafter referred to as the "Lease Date," and continue for a period of ten (10) years, provided however, that either party may terminate this Agreement upon providing written notice to the other Party sixty (60) days in advance.

To renew this Lease for an additional term of ten (10) years, the State must notify the County in writing of the State's election to renew this lease at least sixty (60) days prior written notice to the County prior to the expiration date of the Lease.

2. **Lease Payment:** The State agrees to pay the County as rent, for the use and occupancy of the Property, the sum of one dollar and no cents (\$1.00) per year, payable in advance together with all applicable sales or other taxes due under State law for the lease of the Property for which the State is subject to pay. Checks shall be made payable to the Board of County Commissioners of Brevard County, Florida, and mailed to Brevard County Facilities Department, Attn: Operations Manager, 2725 Judge Fran Jamieson Way, Viera, Florida 32940. **THE STATE OF FLORIDA'S PERFORMANCE**

**AND OBLIGATION TO PAY UNDER THIS CONTRACT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.**

3. **Utilities:** The State shall financially contribute to the payment of any applicable utility and/or service costs. At this time, those utilities include water, electric, and janitorial services. The County shall provide written notification to the State once any additional charges or fees become known. Payment shall be made pursuant to Florida's Prompt Payment Law. Checks shall be submitted in accordance with the information provided for in Section 2 above.

The County has water and electric accounts for the Property in its name. It is anticipated that the cost for water and electric services will be \$941.76 per year. The janitorial expense is anticipated to be \$10.32 per year. The total amount (\$952.08) shall be deposited with the County prior to the State entering the Property. These amounts are subject to change. The State agrees to reimburse the County for any charges, fees, or other costs associated with such services. The County agrees to refund to the State any unused balance. After the first year, on a quarterly basis, the County shall send to the State an invoice of the charges incurred over the previous three-month period by certified mail to the individual listed below in Section 19. The State shall pay such invoice within thirty (30) days of receipt of such notice.

**Advanced Pay**

Advance Pay is authorized under this Lease, upon written request from the Lessor, if approved by the State Chief Financial Officer, Department of Financial Services. The request shall include justification for said request, and if written approval from the State Chief Financial Officer is received, the Lessee may provide an advance payment to the Lessor. If Advance Pay is not permitted or otherwise granted for this Lease, then the County shall be reimbursed by the State for any charges, fees, or other costs incurred by the County associated with the above-referenced services.

**4. Repairs and Maintenance:**

- (a) The State acknowledges that the Property is leased in as-is condition.
- (b) The County shall ensure that the building conforms to all fire, building, and other codes. The County shall maintain the structural portions of the Property, including the roof, exterior walls, and structural foundation, in good order and conditions, as well as the mechanical equipment installed in the Property as of the Lease Date, including the HVAC system, except for damage occasioned by act or omission of the State, or its contractors, agents, invitees, licensees, or employees, the repair of which damage

shall be paid by the State. The County shall be responsible for providing grounds maintenance, exterior pest control, and maintaining fire extinguishers.

- (c) The State shall be responsible for any repairs as a result of the actions of the State, its officers, employees, agents, or invitees. The State shall also be responsible for interior pest control and refuse removal to the designated trash point for the facility for removal by the County's janitorial services contractor. The State agrees to keep and maintain the Property in its present condition, and to return same to the County at the end of the term in the same condition as it was received, reasonable wear and tear excepted.
- (d) Damage and Obligation to Restore. The State shall give immediate written notice to the County of any damage caused to the building by fire or other casualty. In the event the Property shall be partially or totally damaged by fire or other natural disaster in such manner that the State cannot use the Property, the County, in its sole discretion, will determine if the damaged or destroyed portions of the Property may be replaced, or whether the Parties will have to terminate this Agreement. Should the County elect to terminate this Agreement it shall give written notice of such election to the State within thirty (30) days after the County is notified of the occurrence of such casualty.
- (e) Prior to or upon either the expiration of the Lease Term or the termination of this Agreement, the State shall be obligated to restore the Property to materially the same condition as existed prior to the State's use of the Property.

5. **Improvements:** The plans and specifications and location for all improvements, structures, fixtures and equipment, landscaping and facilities made by the State to the Property shall be submitted to and approved by the Public Works Director, or designee, prior to construction or installation of such improvement, structure, landscaping or facility. Any improvements shall comply with all zoning, building, construction, and other applicable codes enforced by the County, or any other regulatory agency with jurisdiction. The State shall be responsible for applying for, paying for, and obtaining any permits required by any governmental entity for the performance of any work on the Property. The Public Works Director is authorized to cooperate in providing necessary approvals needed by the State to obtain required permits upon the Director's approval of the plans/specifications. It is hereby mutually

agreed and understood that any improvements affixed or constructed on the Property, and permanently attached thereto, shall become the Property of the County upon termination of this Agreement, whether by breach or expiration of its natural term.

6. **Use of Property:** The State shall use the Property for its governmental operations. The State hereby agrees and understands that the use herein set forth shall be the only use allowed for the Property, and failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately re-enter and retake possession of the Property and terminate this Agreement.

The State shall obtain and pay for any permits required for the State's occupancy of the Property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, and orders otherwise impacting the State's use of the Property.

The Parties agree that the rights granted under this Agreement are permissive rights only and shall not create or vest any real property rights or interests to the State.

7. **Condition of Property:** The State accepts the Property as of the execution of this Agreement in its existing condition as of such date as-is, where-is, and with all faults, without representation or warranty of any kind, express or implied, including, but not limited to, with respect to such matters as title, zoning use, economic feasibility, and soil, environmental and other physical conditions, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. The State hereby acknowledges that it has been afforded full opportunity to and has fully investigated such matters to its full satisfaction prior to entering into this Agreement or will investigate such matters fully and is entering into this Agreement based solely upon such investigations. Except as provided herein, the State acknowledges that the County has not made any representations or warranties to the State as to the condition of the Property or the suitability of the Property for the State's intended use.

8. **Illegal, Unlawful, or Improper Use(s):** The State shall make no illegal, improper, immoral, or unlawful use of the Property nor will the State allow the use of the Property for any purpose other than that herein above set forth. Failure of the State to comply with this provision shall be considered a material default under this Agreement, and may, in the sole discretion of the County, result in the termination of the same.

9. **Indemnification/Hold Harmless:** Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts or omissions of its respective

trustees, officers, employees, and agents, hereinafter referred to as "personnel". However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

No provision in this Agreement shall require the County to hold harmless or indemnify FDEP, insure or assume liability for FDEP's negligent or wrongful acts or omissions, waive the County's sovereign immunity under the laws of Florida, or otherwise impose liability on the County for which it would not otherwise be responsible. Any provision, implication, or suggestion to the contrary is null and void.

The Parties acknowledge specific consideration has been exchanged for this provision. This indemnification section shall survive the termination of this Contract.

10. **Encumbrances and Liens:** The State shall not encumber and/or lien the Property in any form or fashion whatsoever, without prior written consent of the County. As applicable, the State shall pay, when due, all claims for labor and material furnished to the Property when contracted for by the State. The State shall give the County at least twenty (20) days prior written notice of the commencement of any work on the Property, regardless of whether the County's consent to such work is required.

11. **Right of Entry by the County:** The County, or its officers, employees, or agents, may at reasonable times, enter in and on the Property for the purpose of inspecting the Property or performing other duties as required by the terms of this Lease Agreement and the rules and regulations, ordinances or laws of the appropriate governmental agencies.

12. **Compliance with Statutes:** The State shall comply with all Federal, State, County, and local laws, ordinances, rules, and regulations (including but not limited to the Americans with Disabilities Act, as amended) affecting or respecting the use or occupancy of the Property by the State, or the business at any time thereon transacted by the State, and the State shall comply with all rules which may be hereafter adopted by the County for the protection, welfare and orderly management of the building and its occupants and visitors.

13. **Covenants Against Assignments and Subletting:** The State will not assign or sublet any of the Property nor allow the same to be assigned by operation of law or otherwise, without the express written consent of the County Manager, or designee. Sublease tenants must meet the requirements established by State and

County laws, rules, and regulations. Such sublease tenants shall also be subject to the terms and conditions identified herein.

14. **Default:** The State understands and agrees that this Agreement is made upon the express condition that should the State fail or neglect to perform or observe any or all of the covenants herein contained, or fail to make any constructive use, for the purpose(s) designated herein, of the Property for a period of thirty (30) days, this Agreement shall, at the option of the County, become null and void upon thirty (30) days written notice to the State.

Time is of the essence in the performance of all covenants and conditions. The State shall be in material default under this Lease (a) if the State abandons the Property or if the State's vacation of the Property results in the cancellation of any insurance described herein; (b) if the State fails to pay rent or any other charge when due; or (c) if the State fails to perform any of the State's material non-monetary obligations under this Lease; provided that if more than thirty (30) days are required to complete such performance, the State shall not be in default if the State commences such performance within the thirty-day period and thereafter diligently pursues its completion. On the occurrence of any material default by the State, the County may, at any time thereafter, with or without notice or demand, without limiting the County in the exercise of any right or remedy which the County may have: (a) terminate the State's right to possession of the Property by any lawful means, in which case this Lease shall terminate and the State shall immediately surrender possession of the Property to the County; (b) maintain the State's right to possession in which case, this Lease shall continue in effect whether or not the State has abandoned the Property; or (c) pursue any other remedy now or hereafter available to the County under the laws of judicial decisions of the State of Florida.

15. **Miscellaneous Provisions:** The State promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against or segregation of any person or group of persons on the basis of race, color, sex, creed, national origin, ancestry or disability in the occupancy, tenure or use of the Property or any portion thereof.

16. **ADA Compliance:** The County represents and warrants that the Property will conform to the current requirements of the American with Disabilities Act, as may be amended.

17. **Attorneys' Fees:** In the event of any legal action to enforce the terms of this Agreement, each Party shall bear its own attorney's fees and costs.

18. **Surrender:** Upon the last day of the Lease Term, the State shall peaceably and quietly leave the Property in good order and repair.

19. **Notice:** Notice under this Lease Agreement shall be by certified mail and given to the following contacts:

FOR BREVARD COUNTY  
Contracts Supervisor  
2725 Judge Fran Jamieson Way  
Building A, Room 201  
Viera, FL 32940  
321-617-7202

FOR STATE  
Darinda McLaughlin  
3800 Commonwealth Blvd  
MS 60  
Tallahassee, FL 32399  
850-245-2504

20. **Severability:** If any section or provision of this Agreement is determined to be invalid by a court of competent jurisdiction, all other sections and provisions of this Agreement will remain in full force and effect

21. **Governing Laws:** This Agreement shall be construed and interpreted under the laws of the State of Florida. Any action brought pursuant to this Agreement shall be in accordance with Florida law.

22. **Venue:** Venue for any action brought pursuant to this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

23. **No Waiver:** No section or provision of this Agreement shall be deemed to have been waived by the County unless such waiver shall be in writing and signed by the Landlord. The failure of the County to insist upon the strict performance of this Agreement, or the failure of the County to exercise any right, option or remedy herein contained shall not be construed as a waiver of any other right, option or remedy the County may have under this Agreement or as a waiver of a subsequent breach thereof.

24. **Audit.** In the performance of this Agreement, the State shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Tenant for a period of three years after termination of the Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.



25. **Entire Agreement.** This Agreement, including any Exhibits, Riders, and/or Addenda, if any, attached hereto, sets forth the entire agreement between the Parties. This Agreement shall not be modified unless reduced to writing and signed by all Parties.

26. **Hazardous Substances.** The State shall not cause or permit any hazardous substance (as hereinafter defined) to be used, stored, generated, or disposed of on or in the Property. If hazardous substances are used, stored, generated, or disposed of on or in the Property by the State, or its officers, employees, agents, contractors, or invitees, or if the Property becomes contaminated in any manner through the acts or omissions of the State, or its officers, employees, agents, contractors, or invitees, the State shall be responsible for any and all necessary actions, investigations, remediations, monitoring, restoration activities, cleanup, or decontamination necessary to return the Property to the condition existing prior to the presence of any such hazardous substance in accordance with all applicable laws. As used herein, "hazardous substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Florida, or the United States Government. "Hazardous substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to Federal, State, or local government law. "Hazardous substance" includes but is not restricted to asbestos polychlorobiphenyls ("P.C.B.s"), and petroleum. The obligation of the State contained in this paragraph shall survive the termination or expiration of this Agreement.

27. **Radon Notice Pursuant to Florida Law.** Radon gas is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Brevard County Health Department.

28. **Asbestos Notice.** A common building material that is sometimes present in many buildings that were built before 1981 is asbestos. The presence of asbestos materials does not create a health risk to residents according to the E.P.A. Only when asbestos materials are disturbed or dislodged causing the asbestos fibers to be released are there health risks involved. Some activities of concern are sanding, scraping, pounding, and any other remodeling activity that may release dust into the air and cause asbestos particles to be released. Federal law requires that certain precautions be taken to minimize the chances of damaging or disturbing materials that contain asbestos. The E.P.A. does not require asbestos material to be removed.

By execution of this Agreement, the State hereby acknowledges that this Asbestos disclosure is a warning that the Property may contain asbestos and due to this the State may be exposed to a chemical that is known to cause cancer. The State also hereby agrees that there are to be no modifications, repairs, and alterations to the premises without the advanced written approval of the County, and this approval will be based upon the acceptance of a written plan of protection from the possible release of or exposure to the asbestos substance.

The State is hereby on notice that asbestos has been detected in the building materials at this facility in surveys performed by Professional Services Industries, Inc. in 1991 and 2000. The State acknowledges that it has received, or is able to receive, copies of the survey reports from the County. It is unclear from the public record if all items identified have been abated. The State shall be responsible for any reinspection costs and, if abatement activities are required, the County may, in its sole discretion, terminate this Lease.

Any and all asbestos abatement must be performed by a licensed and insured abatement contractor and must be completed per E.P.A. guidelines.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]**

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals in counterparts, when taken together shall constitute one single document, the day and year last written below.

**ATTEST:**

**BREVARD COUNTY, FLORIDA**

By: \_\_\_\_\_  
Rachel M. Sadoff, Clerk

By: \_\_\_\_\_  
Jason Steele, Chair

As approved by the Board on: 1/9/2024

Reviewed for legal form and content  
for Brevard County:

  
\_\_\_\_\_  
Deputy County Attorney

**WITNESS:**

**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

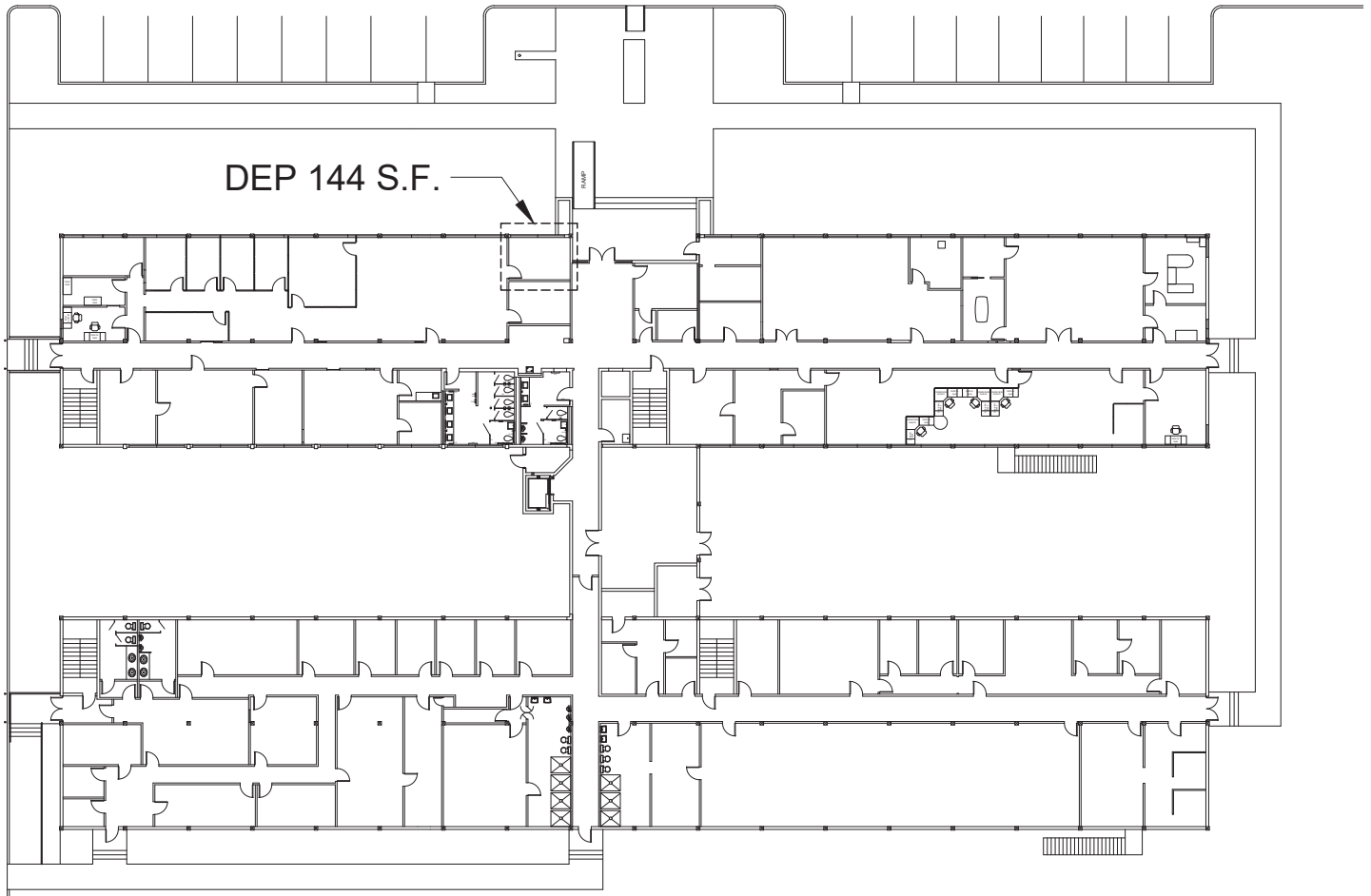


Exhibit A

COUNTY SERVICE COMPLEX  
MERRITT ISLAND 1st FLOOR

SCALE: 1/8" = 1'-0"



4-14-23



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.4.

1/9/2024

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### **Subject:**

Approval, Re: Budget Change Request

### **Fiscal Impact:**

### **Dept/Office:**

Budget Office

### **Requested Action:**

It is requested that the Board of County Commissioners review and approve the attached Budget Change Request.

### **Summary Explanation and Background:**

In accordance with Budget and Financial Policy (BCC-21), the attached Budget Change Request is being submitted for review and approval by the Board of County Commissioners.

### **Clerk to the Board Instructions:**

Maintain necessary documents for records retention.



**Budget Change Request (Form BCC-114)**

**Brevard County Budget Office**

**Fund:** 4254-Barefoot Bay Construction Fund

**Department:** Utility Services Department

**Date:** 12/20/2023

**Program:** BAREFOOT BAY WATER AND WASTEWATER

**Type of Request:** Line Item Transfer

**Revenue Change:**

**Expenditure Change:**

CIP

\$0

**Total:** \$0

**Total:** \$0

**Justification:**

This Budget Change Request is a line-item transfer to fund the completion of the Barefoot Bay Water Center Drive Replacement project. This project was anticipated to be complete in FY23, however the project was delayed primarily due to long lead times associated with materials. In order to complete the project, \$195,144 is being shifted from funds set-aside for future Barefoot Bay liftstation projects.

**SAP Document Number:**

50016516

**Approval:**

ESWANKE	Approved	12/11/2023
EGFONTANIN	Approved	12/13/2023
GFRANCOIS	Approved	12/14/2023
JJHAYES	Approved	12/19/2023
JDENNINGHOFF	Approved	12/19/2023
FBABBATE	Approved	12/19/2023

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

THIS \_\_\_ DAY OF \_\_\_\_\_ 20\_\_

Rachel Sadoff, Clerk

BY: \_\_\_\_\_ D.C.



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.5.

1/9/2024

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### **Subject:**

Resolution setting forth the findings and conclusions of the Board of County Commissioners re: the denial of a request for a change of zoning classification from RR-1 to AU on property owned by FL & NC Investment Properties LLC.

### **Fiscal Impact:**

N/A

### **Dept/Office:**

County Attorney's Office

### **Requested Action:**

Approve the proposed resolution setting forth the findings of fact and conclusions of the Board pertaining to the denial of a request for a change of zoning classification from RR-1 to AU on property owned by FL & NC Investment Properties LLC.

### **Summary Explanation and Background:**

On November 2, 2023, the Board of County Commissioners held a public hearing and considered a request for a change of zoning classification from RR-1 to AU on property owned by FL & NC Investment Properties LLC, application number 23Z00066. The Board of County Commissioners continued the request to its December 7, 2023 meeting, and asked the applicant to work with staff on a binding development plan to mitigate the impacts of the requested zoning change on nearby properties. On December 7, 2023, the Board unanimously denied the request after a public hearing and directed the County Attorney's Office to prepare findings of fact. The requested Resolution setting forth proposed findings of fact, conclusions of law, and the action taken is attached.

Pursuant to BCC-51, when the Board directs the County Attorney to develop a resolution setting forth proposed findings of fact, the resolution is to be scheduled for approval as a consent agenda item at a subsequent regular meeting of the Board. If the Board removes the resolution and findings of fact from the consent agenda for discussion at a regular meeting, the discussion shall not constitute a reopening of the public hearing, nor shall the Board hear any new evidence from the public. However, nothing in this section shall be construed to prevent the Board from continuing a public hearing to a time-certain and reopening the public hearing at that time. In the event the Board wishes to reopen the public hearing, the item shall be readvertised.

Please note the record was sent electronically to each Board member and a paper copy of the full record will be available in the Clerk's files at the meeting.

**Clerk to the Board Instructions:**

Return a signed copy of the resolution to the County Attorney's Office.



**RESOLUTION NO. 24- \_\_\_\_\_**

**A RESOLUTION SETTING FORTH THE FINDINGS OF FACT AND CONCLUSIONS OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE DENIAL OF THE REQUEST FOR A CHANGE OF ZONING CLASSIFICATION FROM RR-1 TO AU ON PROPERTY OWNED BY FL & NC INVESTMENT PROPERTIES LLC.**

**BE IT RESOLVED** by the Board of County Commissioners of Brevard County, Florida, as follows:

**STATEMENT OF THE CASE AND FACTS**

This item came before the Planning & Zoning Board on October 16, 2023. The Planning and Zoning Board recommended approval in a 6-3 vote. The item came before the Board of County Commissioners of Brevard County, Florida, on November 2, 2023. On November 2, 2023, the Board of County Commissioners continued the request to allow for the applicant to work with staff on a binding development plan to mitigate the potential harmful effects of the request on nearby properties. On December 7, 2023, the Board of County Commissioners unanimously denied the request after a public hearing.

The record is attached as Exhibit "A." It consists of documents maintained by the Planning and Development Department as part of the official application file and provided to the Planning and Zoning Board and the Board of County Commissioners, relevant sections of the Brevard County Code of Ordinances, Comprehensive Plan provisions, and minutes and transcripts from the public hearings. The pages will be referred to as R-\_\_\_\_\_.

Description	Page Numbers
Application for Zoning Action	R-001
Authorization to Act	R-030
Survey	R-032
Notice to Applicants	R-033
Applicant-Owner Notice	R-034
Sign Posting Affidavit	R-035
Courtesy Notice	R-036
GIS Maps	R-037
Staff Comments	R-054
Agenda Report, Item G.2., Planning and Zoning Board October 16, 2023	R-063
Minutes of Planning and Zoning Board, October 16, 2023	R-065
Agenda Report, Board of County Commissioners December 7, 2023	R-069

Attachment – Administrative Policies of the Future Land Use Element	R-071
Attachment – Staff Comments	R-079
Attachment – GIS Maps	R-088
Attachment – Planning and Zoning Board Minutes	R-101
Attachment – Written Public Comments	R-105
Transcript of Hearing, Board of County Commissioners November 2, 2023	R-157
Transcript of Hearing, Board of County Commissioners December 7, 2023	R-162

**Background and Purpose of Request**

The applicant, FL & NC Investment Properties LLC, has owned the subject property since March 9, 2023. (R-011). The property is a total of 3.12 acres and is currently developed with a single-family residence and a pole barn. (R-054). The Future Land Use (FLU) designation for the property is Residential 15, or RES-15. (R-054). The subject property’s existing zoning is Rural Residential, or RR-1. (R-054). The RR-1 classification permits horses, barns, and horticulture as accessory uses to a single-family residence. (R-054). Keeping of horses and agricultural uses are accessory to a principal residence within RR-1 zoning; however, the raising of exotic birds is not permitted in this classification. (R-054).

The subject property originally consisted of a 2.06-acre flag lot, approved on June 26, 1989, as administrative action A-0454. (R-054). The subject parcel as it is currently configured was created of record on September 10, 1991, per Official Records Book 3148, Page 2639 and Official Records Book 3153, Page 1750. (R-054).

The original zoning on the property was AU. (R-054). Zoning Resolution Z-8458 rezoned the parcel from AU to RR-1 effective August 28, 1989. (R-055).

The applicant sought a change of the zoning classification from RR-1 to Agricultural Residential, or AU. (R-001). The applicants plan to use the property to keep exotic birds (non-poultry). (R-002).

The proposed Agricultural Residential (AU) classification allows agricultural pursuits and single-family residential development of spacious character. (R-055). This classification permits cattle, goats, bees, rabbits, horses, mules, lambs, and pigs/hogs (limited to 3) without a Conditional Use Permit (CUP). (R-055). A plant nursery is also a permitted use. (R-055). It permits all agricultural pursuits, including the packing, processing, and sales of commodities raised on the premises as well as the raising of exotic birds. (R-055).

## **Surrounding Area**

To the north is a 19.5-acre parcel developed with a public school within the City of Titusville and zoned Public (P). (R-056).

To the south is a single-family residence on one acre with RR-1 zoning. (R-056).

To the west are four parcels across the abutting right-of-way. (R-056). The northernmost parcel is a 5.06-acre single-family residence with RR-1 zoning. (R-056). The next parcel moving south is a flag lot with a single-family residence on 2.66 acres with AU zoning. (R-056). The next parcel is another flag lot with a single-family residence on 1.17 acres with RR-1 zoning. (R-056). The southernmost parcel is 1.04 acres with a single-family residence zoned RR-1. (R-056).

To the east are four parcels. The northernmost parcel is a 1.36-acre single-family residence with RR-1 zoning. (R-056). The next parcel is a 1.85-acre parcel with a single-family residence with RR-1 zoning. (R-056). The next parcel is a 1.27-acre single-family residence with RR-1 zoning. (R-056). The last parcel is a 1.2-acre parcel with a single-family residence with RR-1 zoning. (R-056).

The current RR-1 zoning classification permits single-family residential land uses on a minimum one-acre lot, with a minimum lot width and depth of 125 feet. (R-056). The RR-1 classification permits horses, barns and horticulture as accessory uses to a single-family residence. (R-056). The minimum house size is 1,200 square feet. (R-056). Keeping of horses and agricultural uses are accessory to a principal residence within RR-1 zoning. (R-056).

The proposed AU zoning classification permits single-family residences and agricultural uses on a minimum 2.5-acre lot, with a minimum lot width and depth of 150 feet. (R-056). The minimum house size in AU is 750 square feet. (R-056). The AU classification also permits the raising/grazing of animals including exotic birds and plant nurseries. (R-056). It allows for commercial uses and sale of items grown on the property. (R-056).

There have been no zoning actions within a half-mile radius of the subject property. (R-056).

There are no pending zoning actions within a half-mile radius of the subject property. (R-056).

## **Public Hearing and Public Comment**

In an email dated October 15, 2023, Gordon and Sandra Perry, 3483 Parkland Street, Titusville, wrote that the amount of noise made by exotic birds would impact their sleep and negatively impact their overall health. (R-105).

In an email dated October 15, 2023, Craig McClellan, Baymeadows Subdivision, stated that his property is directly behind the subject property on the east side. He objected to the proposed rezoning, explaining that the wind in the area is primarily from the west and that the stench from bird feces and the noise affects his allergies and hearing aids. He stated that AU is unacceptable in the close environment of the neighborhood, hence the zoning of the area properties as RR-1. In a subsequent email dated November 1, 2023, Mr. McClellan reminded commissioners that individual lots in the neighboring Baymeadows subdivision are on private water wells for home drinking use. Mr. McClellan expressed concerns about the contamination of his and other wells in the area if the subject property were rezoned to allow the housing of livestock. (R-106).

In an email dated October 16, 2023, neighbor Heather Eschweiler, 1185 War Eagle Boulevard, wrote that the requested rezoning would be a disruption and negatively affect the peace and quiet of the established neighborhood. (R-108).

At the Planning & Zoning Board meeting on October 16, 2023, Don Opatha appeared on behalf of the applicant. (R-065). Mr. Opatha stated that he would like to rezone from residential to agriculture. (R-065). Mr. Opatha stated that under the Florida Right to Farm Act he can bring animals to the property, and he has had birds and animals on the property for the past two years. (R-065). He said that the reason he is asking to rezone is to get agricultural benefits and for insurance purposes. (R-065-066). He stated zoning does not stop him from having animals on the property because it is under the Farm Act. (R-065).

Neighbor Jamie Lankford, 1315 War Eagle Boulevard, Titusville, stated she bought her property eight months ago knowing the area was zoned RR-1. (R-065). She said if she had known someone was going to have AU at the back corner of her property she never would have bought it, especially with as many birds as the applicant wants to have, and the cages that are already on the property. (R-065). She stated she works 10-hour shifts at the hospital and when she comes home she needs to mentally and physically wind down, and a large number of birds will prevent her from being able to do that. (R-065). She noted she was also told by her realtor that AU would lower her property value. (R-065).

Mr. Opatha stated that while he has birds and cages in his garage and house, there are not cages outside yet. (R-065). He noted that he is building new cages in the back yard, and that he intends to locate birds outside in the barn on the property. (R-065). He stated that he is raising the birds to sell, and that there will be approximately 25 to 50 pairs of birds on the property. (R-066).

Mr. Opatha further testified that he intends to bring Class III primates to the property in the future. (R-066).

In an email dated October 28, 2023, Chris White, 1155 Baymeadows Drive, Titusville, wrote about other potential uses for the subject property if the rezoning were to be granted, including commercial raising and sailing of chickens, raising and grazing of

animals, and the packing, processing, and sales of commodities raised on the premises. The email further stated:

This parcel of land is located in an entirely residential area zoned RR-1, several blocks from the nearest business, with the nearest non-residential uses being Oak Park Elementary School, Madison Middle School and Astronaut High School. ... This proposed zoning allows commercialization of a property smack in the middle of the residentially zoned properties around them. When considering zoning requests for the City of Titusville we always looked first to see whether the proposed request would be consistent with existing surrounding properties first. If it would not be consistent, and if the surrounding property owners object to the proposed use the zoning request was denied.

(R-114).

In an email dated October 30, 2023, neighbor Frank Eschweiler, 1185 War Eagle Boulevard, wrote that the requested rezoning to AU in a predominantly residential area could open a “Pandora’s box” in the future. (R-124).

On October 31, 2023, Jamie Lankford, 1315 War Eagle Boulevard, Titusville, sent an email stating that she and her husband purchased their property abutting the subject property for the quiet and peacefulness of the street. She expressed concern that noise ordinances applicable to the subject property in its current zoning might not apply if the requested zoning change were granted. Her email further discussed the incompatibility of the requested AU zoning with the residential character of the neighborhood. (R-123).

At the November 2, 2023 Board of County Commissioners meeting, Don Opatha spoke on behalf of the applicant. (R-157). Commissioner Pritchett, the Board’s chairperson and commissioner for County Commission District 1, in which the property is located, asked Mr. Opatha if he would work with staff on a binding development plan (BDP) that would mitigate potential impacts of the proposed zoning change on neighboring properties. (R-157).

Mr. Opatha asserted that he did not need the requested zoning change to keep exotic birds because the Florida Right to Farm Act already allows him to engage in that activity. (R-158).

The County Attorney explained that the Right to Farm Act was inapplicable because the property did not have an agricultural classification from the Property Appraiser and Tax Collector. Further, the County has certain relevant regulations that predate the Right to Farm Act and which were not preempted. (R-158).

Mr. Opatha claimed that he previously had an agricultural exemption on the property, but that he recently received notice that it had been canceled. (R-159). Mr. Opatha also

discussed his plans to bring primates to the property from North Carolina after completing requisite training. (R-160).

Commissioner Tobia moved to continue the item until the Board's December 7, 2023 meeting. The motion was seconded by Commissioner Feltner and passed 4-0. (R-161).

In an email dated November 27, 2023, neighbor Shirley Cherf, 255 War Eagle Boulevard, sent pictures showing numerous cages on the subject property. (R-127).

In an email dated November 29, 2023, neighbor Jamie Lankford, 1315 War Eagle Boulevard, explained that she spoke in opposition of the request at the Planning & Zoning Board meeting. She stated that Mr. Opatha had misrepresented the number of years he had owned and resided at the property to the Plainning & Zoning Board, and that he had not been raising birds there since 2018. (R-134).

In an email dated December 7, 2023, Craig McClellan, 1180 Baymeadows Drive, Titusville, reiterated concerns about the consistency and compatibility of the requested zoning change in a predominantly residential neighborhood and adjacent to public school property. (R-135).

On December 7, 2023, the Board of County Commissioners continued the public hearing on the requested zoning change. County Zoning Manager Jeffrey Ball introduced the item and explained to the Board that the applicant declined to entertain a binding development plan to mitigate the impacts of the requested zoning on neighboring properties. (R-162).

Neither Mr. Opatha nor anyone else appeared on behalf of the applicant. Commissioner Tobia made the following comments and motion:

The neighborhood in which this lot resides is residential in character. The request is intended to introduce an intense agriculture use which is not consistent with the neighborhood. AU could include packing, processing, and sale of commodities, or even a private golf course. Because of this, as well as large amounts of public concern regarding noise resulting from agriculture use in a residential community, I won't be supporting this. So, I'll make a motion here to deny the request of zoning classification change from RR-1 to AU and direct the County Attorney's Office to provide a finding of fact.

(R-162). The motion passed unanimously, 5-0. (R-163).

### **Analysis of Administrative Policy #3 – Compatibility**

Pursuant to Administrative Policy #3, compatibility shall be a factor in determining where a rezoning or any application involving a specific proposed use is being considered. Compatibility shall be evaluated by considering factors including, but not limited to, the following:

- A. Whether the proposed use(s) would have hours of operation, lighting, odor, noise levels, traffic, or site activity that would significantly diminish the enjoyment of, safety or quality of life in existing neighborhoods within the area which could foreseeably be affected by the proposed use;
- B. Whether the proposed use(s) would cause a material reduction (five per cent or more) in the value of existing abutting lands or approved development;
- C. Whether the proposed use(s) is/are consistent with an emerging or existing pattern of surrounding development as determined through an analysis of:
  - 1. historical land use patterns;
  - 2. actual development over the immediately preceding three years; and
  - 3. development approved within the past three years but not yet constructed.
- D. Whether the proposed use(s) would result in a material violation of relevant policies in any elements of the Comprehensive Plan.

#### **Analysis of Administrative Policy #4 – Character**

Pursuant to Administrative Policy #4, character of a neighborhood shall be a factor for consideration whenever a rezoning or any application involving a specified proposed use is reviewed. The character of the area must not be materially or adversely affected by the proposed rezoning or land use application. In evaluating the character of an area, the following factors shall be considered:

- A. The proposed use must not materially and adversely impact an established residential neighborhood by introducing types or intensity of traffic (including but not limited to volume, time of day of traffic activity, type of vehicles, etc.), parking, trip generation, commercial activity or industrial activity that is not already present within the identified boundaries of the neighborhood.
- B. In determining whether an established neighborhood exists, the following factors must be present:
  - 1. The area must have clearly established boundaries, such as roads, open spaces, rivers, lakes, lagoons, or similar features.
  - 2. Sporadic or occasional neighborhood commercial uses shall not preclude the existence of an existing residential neighborhood, particularly if the commercial use is non-conforming or pre-dates the surrounding residential use.
  - 3. An area shall be presumed not to be primarily residential but shall be deemed transitional where multiple commercial, industrial or other non-

residential uses have been applied for and approved during the previous five (5) years.

### **FINDINGS**

1. The subject property is located in an established single-family residential area and is in close proximity to seven single-family homes. It is foreseeable that the proposed use would have odor, noise levels, and activity that would significantly diminish the enjoyment of, or quality life in the existing area.
2. The surrounding area is characterized as single-family homes on lots ranging from one acre or more. No changes to the immediate area have occurred within the last three years. There has not been any development approved but not yet constructed within this area in the preceding three years. There are no pending zoning actions within one-half mile of the subject property.
3. If granted, the request would constitute an introduction of the AU zoning classification to the east of War Eagle Boulevard. RR-1 zoning is the predominant zoning classification west and east of War Eagle Boulevard. AU allows the commercial sale of items grown on the property as well as all agricultural pursuits such as the raising/grazing of animals and plant nurseries. Conditional uses in AU include hog farms, zoological parks, and land alteration. Abutting the subject property are five properties with single-family residences zoned RR-1. The Board recognizes the residential character of the area.
4. The developed character of the area is single-family residential. The subject property is surrounded by single-family homes zoned RR-1. Further north is a public school on a 19.98-acre parcel located in the City of Titusville and zoned Public. The immediate surrounding parcels are all developed with single-family homes on one-acre or larger lot sizes zoned RR-1.
5. The neighborhood does not have any established commercial uses or non-conforming commercial uses. This area is not considered transitional because there are no commercial, industrial, or other non-residential uses within 0.5-miles of the subject property.
6. The request is not consistent and is not compatible with the surrounding area.

### **CONCLUSION**

Based on the foregoing, the Board of County Commissioners hereby finds the request for a change of the zoning classification from Rural Residential, or RR-1, to Agricultural Residential, or AU, is inconsistent with the character of the existing residential neighborhood and incompatible with the existing and historic development patterns. Accordingly, the requested rezoning is denied.



DONE AND RESOLVED this 9<sup>th</sup> day of January, 2024.

ATTEST:

BOARD OF COUNTY  
COMMISSIONERS OF BREVARD  
COUNTY, FLORIDA

---

Rachel Sadoff, Clerk

---

Jason Steele, Chair  
As approved by the Board on: 1/9/2024



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.6.

1/9/2024

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**Subject:**

Appointment(s) / Reappointment(s)

**Fiscal Impact:**

N/A

**Dept/Office:**

County Manager's Office

**Requested Action:**

It is requested that the Board of County Commissioners approve the Commission District appointment(s) / reappointment(s). The Board's approval of this item will acknowledge the District Commissioner appointment (s) and approve the at-large appointment(s).

Any of the attached reappointment forms that require a waiver of the term limit will require a majority plus one vote.

**Summary Explanation and Background:**

**Clerk to the Board Instructions:**



BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 4 COMMISSION OFFICE  
ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: Tourism Development Council

Name of Appointee: Julie Braga

Home Address: 180 E Claridge St, Satellite 32937

Cell Number: 321-240-6479

Home Number:

Email Address: [Julie.braga@marriott.com](mailto:Julie.braga@marriott.com)

Reappointment: Yes ( ) or No ( X )

Replacing: Don DeDonatis

Term of Appointment: 01/09/24 – 10/07/26

Office Contact: Christine Bellak

Date of Request: 01/09/24

A waiver of the term limit is recommended due to difficulty to fill the appointment? Yes ( ) or No ( X )



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER RITA PRITCHETT, DISTRICT 1

Tom Statham Park  
7101 S Highway 1  
Titusville, FL 32780

District 1 Commission Office

Advisory Committee Appointment Candidate

Name of Committee: Historical Commission

Name of Appointee: Paula Beckner

Home Address: 1205 Rebecca Dr  
Merritt Island, FL 32952

Cell Number: 321-455-9828

Home Phone Number: \_\_\_\_\_

Email Address: pjbeckner@aol.com

Reappointment: YES  NO

Replacing: \_\_\_\_\_

Term of Appointment: 01/09/2024-12/31/2025

Office Contact: Adrienne Schmadeke

Date of Request: 1/9/2024

A waiver of the term limit is requested due to difficulty to fill the appointment? YES  or NO



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER RITA PRITCHETT, DISTRICT 1

Tom Statham Park  
7101 S Highway 1  
Titusville, FL 32780

District 1 Commission Office

Advisory Committee Appointment Candidate

Name of Committee: North Brevard Commission on Parks and Recreation

Name of Appointee: Steven Darling, Jr.

Home Address: 2662 Indian River Parkway  
Mims, FL 32754

Cell Number: \_\_\_\_\_

Home Phone Number: 407-454-3447

Email Address: steven.darling@me.com

Reappointment: YES  NO

Replacing: Amelia Gilmore-Robinson

Term of Appointment: 01/09/2024-12/31/2025

Office Contact: Adrienne Schmadeke

Date of Request: 1/9/2024

A waiver of the term limit is requested due to difficulty to fill the appointment? YES  or NO



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

---

F.7.

1/9/2024

---

**Subject:**

Bill Folder

**Fiscal Impact:**

N/A

**Dept/Office:**

Commission Office

**Requested Action:**

Acknowledge receipt.

**Summary Explanation and Background:**

Exhibit 1 - District 1 Commission Office: ODP Invoices 345361724001 & 345364528001, dated 12/07/2023.

Exhibit 2 - District 1 Commission Office: Ready Refresh Invoice 03L6707868358, dated 12/20/2023.

Exhibit 3 - District 2 Commission Office: Purchasing Card Recon Report, close 12/04/2023.

Exhibit 4 - District 3 Commission Office: ODP Invoices 336811788001, dated 12/05/2023, 336816651001, dated 12/6/2023 and DEXimaging Invoice AR10541105, dated 12/21/2023.

Exhibit 5 - District 4 Commission Office: Ready Refresh Invoice 03L6707868371, dated 12/20/2023.

Exhibit 6 - District 5 Commission Office: Ready Refresh Invoice 03L6707868370, dated 12/20/2023.

**Clerk to the Board Instructions:**

Please include with the minutes of the January 9, 2024 Regular Board Meeting.

**Subject:**

Bill Folder

**Fiscal Impact:**

N/A

**Dept/Office:**

D1 Commission Office

**Summary Explanation and Background:**

ODP Business Solutions, LLC invoice number 345361724001, dated 12/07/2023, for \$10.25.

**Clerk to Board Instructions:**

Please include with the minutes of the January 9, 2024 regular meeting.



ODP Business Solutions, LLC  
 PO BOX 7241  
 SIOUX FALLS SD  
 57117-7241

ORIGINAL INVOICE

10068

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
 OR PROBLEMS. JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
 FOR ACCOUNT: (800) 721-6592

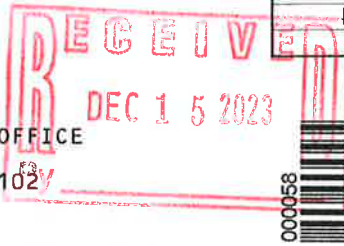
FEDERAL ID: 86-2161688

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
345361724001	10.25	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
07-DEC-23	Net 30	08-JAN-24

BILL TO:

ATTN: ACCTS PAYABLE  
 DISTRICT 1 COMMISSION OFFICE  
 7101 S US HIGHWAY 1  
 TITUSVILLE FL 32780-8102

000370-000058



SHIP TO:

DISTRICT 1 COMMISSION OFFICE  
 7101 S US HIGHWAY 1  
 TITUSVILLE FL 32780-8102



ACCOUNT NUMBER 27327334	BLANKET PO 4500118440	SHIP TO ID 7101 S.	ORDER NUMBER 345361724001	ORDER DATE 06-DEC-23	SHIPPED DATE 07-DEC-23		
BILLING ID 32516	ACCOUNT MANAGER RELEASE	ORDERED BY ADRIENNE SCHMADEKE	FLOOR/BUILDING 1	COST CENTER			
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M TAX	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE

SUB-TOTAL	10.25
DELIVERY	0.00
SALES TAX	0.00
<b>TOTAL</b>	<b>10.25</b>

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

000370-000058

Date Rec'd 12/15/23  
 P.O. # 4500118440  
 Vendor # 18045  
 Doc # 5105635227  
*Keep always*

▲ DETACH HERE ▲

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
DISTRICT 1 COMMISSION OFFICE	32516	345361724001	07-DEC-23	10.25	

FL0 000325167 3453617240013 00000001025 1 7

Please  
 Send Your  
 Check to:

ODP Business Solutions, LLC  
 PO Box 1413  
 Charlotte NC 28201-1413

Please return this stub with your payment to  
 ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.





ODP Business Solutions, LLC  
 PO BOX 7241  
 SIOUX FALLS SD  
 57117-7241

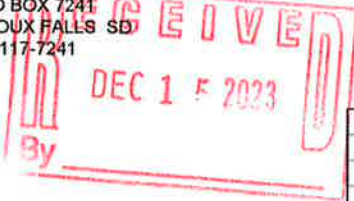
ORIGINAL INVOICE

10068

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
 OR PROBLEMS, JUST CALL US  
 FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
 FOR ACCOUNT: (800) 721-6592

FEDERAL ID:86-2161688



INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
345361724001	10.25	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
07-DEC-23	Net 30	08-JAN-24

BILL TO:

000370-000058  
 ATTN: ACCTS PAYABLE  
 DISTRICT 1 COMMISSION OFFICE  
 7101 S US HIGHWAY 1  
 TITUSVILLE FL 32780-8102

SHIP TO:

DISTRICT 1 COMMISSION OFFICE  
 7101 S US HIGHWAY 1  
 TITUSVILLE FL 32780-8102



ACCOUNT NUMBER 27327334	BLANKET PO 4500118440	SHIP TO ID 7101 S.	ORDER NUMBER 345361724001	ORDER DATE 06-DEC-23	SHIPPED DATE 07-DEC-23		
BILLING ID 32516	ACCOUNT MANAGER RELEASE	ORDERED BY ADRIENNE SCHMADEKE	FLOOR/BUILDING 1	COST CENTER			
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
847604 14092	SURGE,6-OUTLET,800 JLS,10' 847604	EA	1	1	0	10.250	10.25

000370-000058

Please take a moment and verify you are mailing payments to our correct lockbox address, which is reflected on the bottom of every invoice. Please include the invoice number and amount you are paying for each invoice on your remittance.

Would you like to receive your invoices quicker? Inquire about our various electronic formats by emailing [arbillingimplementation@theodpcorp.com](mailto:arbillingimplementation@theodpcorp.com).

CONTINUED ON NEXT PAGE...

**Subject:**

Bill Folder

**Fiscal Impact:**

N/A

**Dept/Office:**

D1 Commission Office

**Summary Explanation and Background:**

ODP Business Solutions, LLC invoice number 345364528001, dated 12/07/2023, for \$28.99.

**Clerk to Board Instructions:**

Please include with the minutes of the January 9, 2024 regular meeting.



ODP Business Solutions, LLC  
 PO BOX 7241  
 SIOUX FALLS SD  
 57117-7241

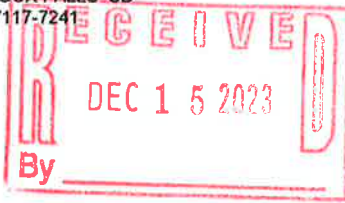
ORIGINAL INVOICE

10068

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
 OR PROBLEMS. JUST CALL US  
 FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
 FOR ACCOUNT: (800) 721-6592

FEDERAL ID: 86-2161688



INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
345364528001	28.99	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
07-DEC-23	Net 30	08-JAN-24

BILL TO:

ATTN: ACCTS PAYABLE  
 DISTRICT 1 COMMISSION OFFICE  
 7101 S US HIGHWAY 1  
 TITUSVILLE FL 32780-8102

SHIP TO:

DISTRICT 1 COMMISSION OFFICE  
 7101 S US HIGHWAY 1  
 TITUSVILLE FL 32780-8102

000370-000058



ACCOUNT NUMBER	BLANKET PO	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE
27327334	4500118440	7101 S.	345364528001	06-DEC-23	07-DEC-23
BILLING ID	ACCOUNT MANAGER	RELEASE	ORDERED BY	FLOOR/BUILDING	COST CENTER
32516			ADRIENNE SCHMADEKE	1	

CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M TAX	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
SUB-TOTAL							28.99
DELIVERY							0.00
SALES TAX							0.00
TOTAL							28.99

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

Date Rec'd 12/15/23  
 P.O. # 4500118440  
 Vendor # 18045  
 Doc # 5105635226

*Keit alward*

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CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
DISTRICT 1 COMMISSION OFFICE	32516	345364528001	07-DEC-23	28.99	

FLO 000325167 3453645280015 00000002899 1 5

Please  
 Send Your  
 Check to:

ODP Business Solutions, LLC  
 PO Box 1413  
 Charlotte NC 28201-1413

Please return this stub with your payment to  
 ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.



ODP Business Solutions, LLC  
 PO BOX 7241  
 SIOUX FALLS SD  
 57117-7241

ORIGINAL INVOICE

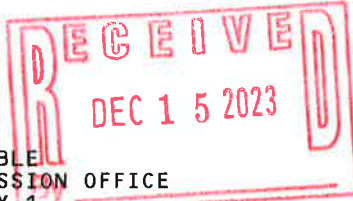
10068

THANKS FOR YOUR ORDER

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FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
 FOR ACCOUNT: (800) 721-6592

FEDERAL ID: 86-2161688



INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
345364528001	28.99	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
07-DEC-23	Net 30	08-JAN-24

BILL TO:

ATTN: ACCTS PAYABLE  
 DISTRICT 1 COMMISSION OFFICE  
 7101 S US HIGHWAY 1  
 TITUSVILLE FL 32780-8102

000370-000058

SHIP TO:

DISTRICT 1 COMMISSION OFFICE  
 7101 S US HIGHWAY 1  
 TITUSVILLE FL 32780-8102



ACCOUNT NUMBER	BLANKET PO	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE		
27327334	4500118440	7101 S.	345364528001	06-DEC-23	07-DEC-23		
BILLING ID	ACCOUNT MANAGER	RELEASE	ORDERED BY	FLOOR/BUILDING	COST CENTER		
32516			ADRIENNE SCHMADEKE	1			
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
6724575 9GM063	CSP806U SURGE 120V 8OUT 6724575	EA	1	1	0	28.990	28.99

000370-000058

CONTINUED ON NEXT PAGE...

**Subject:**

Bill Folder

**Fiscal Impact:**

N/A

**Dept/Office:**

D1 Commission Office

**Summary Explanation and Background:**

Ready Refresh, Blue Triton Brands, Inc., invoice number 03L6707868358, dated 12/20/2023, for \$21.96.

**Clerk to Board Instructions:**

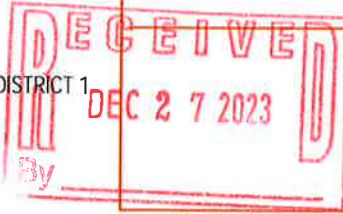
Please include with the minutes of the January 9, 2024 regular meeting.



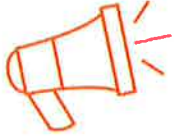
PO: 4500118422

Account Number: 6707868358  
Invoice Number: 03L6707868358  
Activity From: 11/19/23 - 12/18/23  
Billing Date: 12/20/23  
Delivery Address: BREVARD COUNTY COMMISSION, DISTRICT 1  
7101 S US HIGHWAY 1  
TITUSVILLE FL 32780

Previous Balance	\$0.00
Payments / Credits	\$0.00
Current Activity from 11/19/23 - 12/18/23	\$21.96
<b>Total Account Balance as of 12/20/23</b>	<b>\$21.96</b>



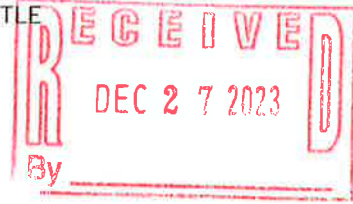
To pay your bill and view your upcoming deliveries, visit us at **ReadyRefresh.com**



### News for You

BlueTriton Brands and ReadyRefresh have partnered with Disney's new movie WISH now in theaters. Go to [rewardsdrop.com](https://rewardsdrop.com) today and sign up for a chance to win an exclusive Disney Experience trip, free movie tickets to Disney's WISH, merchandise and more.

Date	Ticket #	Qty	Description	Amount
			PREVIOUS BALANCE	.00
12/12	8616017987	4	PURE LIFE BRAND DRINKING WATER 5 GALLON BOTTLE	21.96
		4	5 GALLON BOTTLE DEPOSIT	.00
12/01	L7488127		RENT	FREE
<b>Total Account Balance as of 12/20/23</b>				<b>\$21.96</b>



Date Rec'd 12/27/2023

P.O. # 4500118422

Vendor # 10763

Doc # 5105636665

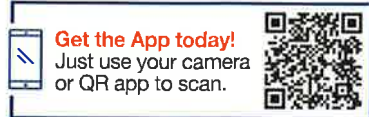
x Keep Alward

Detach below stub and return with your payment

Page 1 of 1



PO Box 30080  
College Station, TX 77842



ACCOUNT NUMBER - 6707868358 INVOICE NUMBER - 03L6707868358

**Total Amount Due by 01/09/24 \$21.96**

Amount Enclosed: \$

502667078683587 0002196 00021964 5

ADDRESS SERVICE REQUESTED

BREVARD COUNTY COMMISSION, DISTRICT 1  
ADRIENNE SCHMADEKE  
7101 S US HWY 1  
TITUSVILLE FL 32780-8102

Please send payment to:

ReadyRefresh  
BlueTriton Brands, Inc.  
P.O. Box 856680  
Louisville, KY 40285-6680

**EXHIBIT "B"**  
**BREVARD COUNTY PURCHASING CARD MONTHLY RECONCILIATION REPORT**

Cardholder's Name: Kerensa Slocum

Cardholders Phone # (321) 454-6601 Cardholders Personnel #: 11010252

Cardholder's Department/Office: D@ Commission Office

Closing Date: 12/04/2023

Date Purchased or Ordered	Date Received	Vendor Name	Description of Item Purchased	Amount Billed (For quoted items, handwritten "Q" by the amount)	Fund # (4 digits)	Cost Center # (6 digits)	General Ledger Account # (7 digits)	Internal / Work Order # (6 or 7 digits)
11/30/2023	12/01/2023	Publix #760	Food items for Holiday Open House	\$433.98	0001	200020	5490000	
11/30/2023	12/04/2023	Azteca Two Mexican Restaurant	Lunch for Speaking Engagement	\$48.00	0001	200020	5490000	

\$0.00      ADD'L PAGE(S) SUBTOTAL  
\$481.98      GRAND TOTAL (ALL PAGES)      (MUST AGREE TO FIGURE BELOW)

I (Cardholder) have complied with the Purchase Card Administrative Order (AO-41) and have retained all required approvals for restrictive uses and a quote log for purchases with a value in excess of \$1000 and an expected life of more than one-year such as automobiles and furniture; and computer equipment valued in excess of \$750.

 1/2/24  
 Signature of Cardholder/Date

 1/3/24  
 Signature of Approving Official/Date

**SUMMARY OF FUND / COST CENTERS / G.L. ACCOUNT TO BILL**

FUND	COST CTR	G.L. ACCT.	INT. ORDER	Amount
0001	200020	5490000		\$481.98

KERENSA L SLOCUM  
 FL BREVARD COUNTY BOC  
 XXXX-XXXX-XXXX-4294

November 05, 2023 - December 04, 2023

**Purchasing Card**

**Cardholder Activity**

Account Information	Payment Information	Account Summary
<b>Mail Billing Inquiries to:</b> BANKCARD CENTER PO Box 660441 Dallas, TX 75266-0441  <b>TTY Hearing Impaired:</b> Dial "711"  <b>Outside the U.S.:</b> 1.509.353.6656 24 Hours  <b>For Lost or Stolen Card:</b> 1.888.449.2273 24 Hours	Statement Date ..... 12/04/23 Credit Limit ..... \$2,000 Cash Limit ..... \$0 Days in Billing Cycle ..... 30 Total Activity ..... \$481.98  <b>THIS IS NOT A BILL - DO NOT PAY</b>	Credits ..... \$0.00 Cash ..... \$0.00 Purchases ..... \$481.98 Other Debits ..... \$0.00 Cash Fees ..... \$0.00 Other Fees ..... \$0.00 Total Activity ..... \$481.98  Accounting Code: 0001 / 200020

**Important Messages**

Global Card Access – your card information whenever, wherever and however you need it. From the dashboard, you can quickly check your credit limit, balance, available credit and recent card activity. Other features like View PIN, Change PIN, Lock Card and Alerts help you keep your card secure. For added convenience, you can easily view or download your current statement up to 12 months of past statements. Visit [www.bofa.com/globalcardaccess](http://www.bofa.com/globalcardaccess) to register your card and start using Global Card Access today.

**Transactions**

Posting Transaction							
Date	Date	Description	Reference Number	MCC	Charge	Credit	
12/01	11/30	PUBLIX #760	863-688-1188 FL	24137463335600398356443	5411	433.98	
12/04	11/30	AZTECA TWO MEXICAN RESTAUCOCOA BEACH FL	24122593335030020191243	5812	48.00		

0000000 0000000 0000000 4715292895064294

Account Number: XXXX-XXXX-XXXX-4294  
 November 05, 2023 - December 04, 2023



BANK OF AMERICA  
 PO BOX 15731  
 WILMINGTON, DE 19886-5731



KERENSA L SLOCUM  
 FL BREVARD COUNTY BOC  
 COMMISSION OFFICE DISTRICT 2  
 2575 N COURTENAY PKWY STE 200  
 MERRITT ISLAND, FL 32953-4126

**Total Activity ..... \$481.98**

Cardholder Signature \_\_\_\_\_ Date \_\_\_\_\_

Manager Signature \_\_\_\_\_ Date \_\_\_\_\_





**Posting payments:** Payments received by mail at the remittance address shown on the Payment Coupon portion of the face of this statement on a banking day will be posted to your account on the day received. If we receive your mailed payment on a non-banking day, we will post it to your account on the next banking day. There may be a delay of up to 5 banking days in posting payments made at a location other than the mailing address listed on the front of your payment coupon.

**Service for the hearing impaired (TTY/TDD):** We accept calls made through relay services (dial 711).

**Telephone monitoring:** For the purposes of monitoring and improving the quality of service, Bank's supervisory personnel may listen to and/or record telephone calls between Bank employees and any person acting on Company's behalf.

**In case of errors or questions about your bill:** Errors or questions about your bill must be received in writing no later than 60 days after we sent you the first statement on which the error or problem appeared. Please mail this information to BANKCARD CENTER, PO BOX 660441, DALLAS, TX 75266-0441. Your letter must include the following information:

- The company name, cardholder name and account number in question.
- The dollar amount of the suspected error.
- A written description of the error and why you believe there is an error. If you need more information, describe the item you are unsure about.

Customer Service:	For questions regarding transactions, general assistance, and reporting lost and stolen cards, call:	
	<u>Within the U.S.</u>	<u>Outside the U.S.</u>
	1.888.449.2273	1.509.353.6656 (collect calls accepted)

---

**Thank you for your business.**

**Posting payments:** Payments received by mail at the remittance address shown on the Payment Coupon portion of the face of this statement on a banking day will be posted to your account on the day received. If we receive your mailed payment on a non-banking day, we will post it to your account on the next banking day. There may be a delay of up to 5 banking days in posting payments made at a location other than the mailing address listed on the front of your payment coupon.

© 2015 Bank of America, N.A. All rights reserved.

# Publix.

Cocoa Commons  
2301 S.R. 524, Suite 150  
Cocoa, FL 32926  
Store Manager: Rick LaRoche  
321-636-2583

SPRITE 12 PK 12 OZ	8.79	T F
ZEPHYRHILLS WATER		
1 @ 2 FOR	5.00	2.50 F
<b>You Saved</b>	<b>0.89</b>	
ZEPHYRHILLS WATER		
1 @ 2 FOR	5.00	2.50 F
<b>You Saved</b>	<b>0.89</b>	
ZEPHYRHILLS WATER		
1 @ 2 FOR	5.00	2.50 F
<b>You Saved</b>	<b>0.89</b>	
ZEPHYRHILLS WATER		
1 @ 2 FOR	5.00	2.50 F
<b>You Saved</b>	<b>0.89</b>	
DELI LEMONADE 1/2		
1 @ 2 FOR	5.00	2.50 T F
DELI TEA RASBRY H		
1 @ 2 FOR	5.00	2.50 T F
PBX DELI TEA SWT H		
1 @ 2 FOR	5.00	2.50 T F
PBX DELI TEA SWT H		
1 @ 2 FOR	5.00	2.50 T F
DELI TEA UNSWT GAL		
1 @ 2 FOR	7.00	3.50 T F
ZEPHYRHILLS WATER		
1 @ 2 FOR	5.00	2.50 F
<b>You Saved</b>	<b>0.89</b>	
ZEPHYRHILLS WATER		
1 @ 2 FOR	5.00	2.50 F
<b>You Saved</b>	<b>0.89</b>	
COCA-COLA CLASSIC	8.79	T F
DIET COCA-COLA	8.79	T F
<b>Promotion</b>	<b>-8.79</b>	<b>T F</b>

Order Total	46.08	
Sales Tax	2.18	
Grand Total	48.26	
Credit	Payment	48.26
Change		0.00

### Savings Summary

Special Price Savings	14.13
*****	
* Your Savings at Publix *	
* 14.13 *	
*****	

Receipt ID: 0760 C8N 755 122

PRESTO!  
Trace #: 758614  
Reference #: 0697985890  
Acct #: XXXXXXXXXXXX4294  
Purchase VISA  
Amount: \$48.26  
Auth #: 065226

CREDIT CARD	PURCHASE
A0000000031010	VISA CREDIT
Entry Method:	Cntctless
Mode:	Issuer

Your cashier was Self-Checkout Lane 1  
12/08/2023 8:18 S0760 R175 5122 C0775

Join the Publix family!  
Apply today at [apply.publix.jobs](http://apply.publix.jobs).  
We're an equal opportunity employer.

Publix Super Markets, Inc.



You're shopping at Cocoa Commons

[Menu](#)[Account](#)[Shopping list](#)

# Order confirmation

## Thank you for your order and payment

Pick up time

**Fri, December 8**  
**at 8:15 AM EST**

Order name

**Kerensa Slocum**

Pickup at the front of the store.

**Easy one-stop pickup.**

When you arrive at Publix, please visit our pickup area at the front of the store. Since you paid online, simply grab your order and go. Thank you for shopping with us.

**Cocoa Commons**

2301 State Road 524 Ste 150, Cocoa, FL 32926

**Open until 9:00 PM**[Store details](#)[Get directions](#)

### Order details

- Pick up number: 760-0227
- Confirmation email sent to:  
klslocum3@aol.com
- Contact phone: (321) 626-2036

[View all order details](#)

### Have a question about your order?

Please give us a call at the store.

[\(321\) 636-2583](tel:(321)636-2583)

### Need to place another order?

You're shopping at



**14** Shopping list



Mini Tart Platter Large 37-Count

Qty: 2

\$89.98

**24 Hours Advance Notice Required**

**+ Order Favorites**



Decadent Sweets Platter Medium 53-Count

Qty: 2

\$51.98

**24 Hours Advance Notice Required**

**+ Order Favorites**



Cookie Platter Medium 40-Count 6700 Cal/Platter

Qty: 2

\$45.98

**24 Hours Advance Notice Required**

**+ Order Favorites**



Publix Deli Fresh Fruit Platter, Large

Qty: 2

\$79.98

**24 Hours Advance Notice Required**

You're shopping at



14 Shopping list

Search bar with magnifying glass icon



Qty: 2

\$75.98

Veggie Dressing: Ranch

24 Hours Advance Notice Required

+ Order Favorites



Publix Deli Fried Chicken Wings 50-Piece Plain Breaded

Qty: 2

\$73.98

24 Hours Advanced Notice Required

+ Order Favorites

Some requests may affect pricing. Estimated prices effective at time of order only and may be subject to variation at time of pickup.

2000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutritional information available upon request.



Shop with us



Work with us



Services you'll love



More ways to shop



You're shopping at



**14** Shopping list

**Pick up number:** 760-0227

**Contact phone:** (321) 626-2036

**Contact email:** klslocum3@aol.com

**Item count:** 12

**Pick up location:**

Cocoa Commons #760  
2301 State Road 524 Ste 150,  
Cocoa, FL 32926

[Get directions](#)

**Have a question about your order?**

Please give us a call at the store [\(321\) 636-2583](tel:(321)636-2583)

**Order summary**

Subtotal	\$417.88
Sales Tax	\$16.10
<b>Total</b>	<b>\$433.98</b>

**Transaction details**

**Purchase**

AZTECA TWO MEXICAN RESTA  
1600 N ATLANTIC AVE  
COCOA BEACH, FL 32931  
321-784-1188

11/30/2023 13:53

Sale

Trans #: 3 Batch #: 5

VISA CHIP  
\*\*\*\*\*4294 \*\*/\*\*  
Server(1): RONNY  
Guests: 6

BASE AMT: \$40.00  
GRATUITY 20% \$8.00

SUB TOTAL: \$48.00

TIP AMT: \$-----

TOTAL AMT: \$-----

Tip Suggestions

Percent	Tip	Total
18%	\$8.64	56.64
20%	\$9.60	57.60
25%	\$12.00	60.00

Resp: AUTH/TKT 063220  
Code: 063220  
Ref #: 463334652203721

App Name: VISA CREDIT  
AID: A0000000031010  
TUR: 0080088000  
TSI: E800

THANK YOU!  
CUSTOMER COPY



ODP Business Solutions, LLC  
 PO BOX 7241  
 SIOUX FALLS SD  
 57117-7241

ORIGINAL INVOICE

10068

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
 OR PROBLEMS. JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
 FOR ACCOUNT: (800) 721-6592

FEDERAL ID:86-2161688

RECEIVED

DEC 19 2023

INVOICE NUMBER 336811788001	AMOUNT DUE 16.38	PAGE NUMBER Page 2 of 2
INVOICE DATE 05-DEC-23	TERMS Net 30	PAYMENT DUE 08-JAN-24

BILL TO:

ATTN: ACCTS PAYABLE DISTRICT 3 COMMISSION OFFICE  
 COMMISSIONER JOHN TOBIA'S OFFI  
 2539 PALM BAY RD NE STE 4  
 PALM BAY FL 32905-3534

SHIP TO:

COMMISSIONER JOHN TOBIA'S OFFI  
 2539 PALM BAY RD NE STE 4  
 PALM BAY FL 32905-3534

000367-000057



ACCOUNT NUMBER 27327334	BLANKET PO 4500118442	SHIP TO ID 2539 PALM BAY ROAD	ORDER NUMBER 336811788001	ORDER DATE 04-DEC-23	SHIPPED DATE 05-DEC-23		
BILLING ID 32516	ACCOUNT MANAGER RELEASE	ORDERED BY JOHN TOBIA	FLOOR/BUILDING 1	COST CENTER			
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M TAX	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE

SUB-TOTAL	16.38
DELIVERY	0.00
SALES TAX	0.00
TOTAL	16.38

All amounts are based on USD currency

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

Vendor: 18045  
 PO: 4500118442  
 DOC: 5101000544

B Prasad 12/19/23

000367-000057

DETACH HERE

CUSTOMER NAME COMMISSIONER JOHN TOBIA'S OFFI	BILLING ID 32516	INVOICE NUMBER 336811788001	INVOICE DATE 05-DEC-23	INVOICE AMOUNT 16.38	AMOUNT ENCLOSED
---	---------------------	--------------------------------	---------------------------	-------------------------	-----------------

FL0 000325167 3368117880011 00000001638 1 0

Please Send Your Check to:

ODP Business Solutions, LLC  
 PO Box 1413  
 Charlotte NC 28201-1413

Please return this stub with your payment to ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.





ODP Business Solutions, LLC  
 PO BOX 7241  
 SIOUX FALLS SD  
 57117-7241

ORIGINAL INVOICE

10068

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
 OR PROBLEMS, JUST CALL US  
 FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
 FOR ACCOUNT: (800) 721-6592

FEDERAL ID: 86-2161688

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
336811788001	16.38	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
05-DEC-23	Net 30	08-JAN-24

BILL TO:

ATTN: ACCTS PAYABLE  
 COMMISSIONER JOHN TOBIA'S OFFI  
 2539 PALM BAY RD NE STE 4  
 PALM BAY FL 32905-3534

000367-000057

SHIP TO:

COMMISSIONER JOHN TOBIA'S OFFI  
 2539 PALM BAY RD NE STE 4  
 PALM BAY FL 32905-3534



ACCOUNT NUMBER	BLANKET PO	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE		
27327334	4500118442	2539 PALM BAY ROAD	336811788001	04-DEC-23	05-DEC-23		
BILLING ID	ACCOUNT MANAGER	RELEASE	ORDERED BY	FLOOR/BUILDING	COST CENTER		
32516			JOHN TOBIA	1			
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
6794350 PM12824	WALL,RY24,CORE,MTHLY,SML 6794350	EA	1	1	0	7.360	7.36
415151 4627EA	TOWEL,PAPER,TAS,110SHT,8 415151	PK	1	1	0	9.020	9.02

000367-000057

Please take a moment and verify you are mailing payments to our correct lockbox address, which is reflected on the bottom of every invoice. Please include the invoice number and amount you are paying for each invoice on your remittance.

Would you like to receive your invoices quicker? Inquire about our various electronic formats by emailing [arbillingimplementation@theodpcorp.com](mailto:arbillingimplementation@theodpcorp.com).

CONTINUED ON NEXT PAGE...



ODP Business Solutions, LLC  
PO BOX 7241  
SIOUX FALLS SD  
57117-7241

ORIGINAL INVOICE

10068

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
OR PROBLEMS. JUST CALL US

FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
FOR ACCOUNT: (800) 721-6592

FEDERAL ID: 86-2161688

RECEIVED

DEC 19 2023

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
338216651001	10.96	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
06-DEC-23	Net 30	08-JAN-24

BILL TO:

DISTRICT 3

ATTN: ACCTS PAYABLE COMMISSION OFFICE  
COMMISSIONER JOHN TOBIA'S OFFI  
2539 PALM BAY RD NE STE 4  
PALM BAY FL 32905-3534

000367-000057

SHIP TO:

COMMISSIONER JOHN TOBIA'S OFFI  
2539 PALM BAY RD NE STE 4  
PALM BAY FL 32905-3534



ACCOUNT NUMBER 27327334	BLANKET PO 4500118442	SHIP TO ID 2539 PALM BAY ROAD	ORDER NUMBER 338216651001	ORDER DATE 04-DEC-23	SHIPPED DATE 06-DEC-23		
BILLING ID 32516	ACCOUNT MANAGER RELEASE	ORDERED BY JOHN TOBIA	FLOOR/BUILDING 1	COST CENTER			
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M TAX	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
		SUB-TOTAL				10.96	
		DELIVERY				0.00	
		SALES TAX				0.00	
All amounts are based on USD currency		TOTAL				10.96	

To return supplies, please repack in original box and insert our packing list, or copy of this invoice. Please note problem so we may issue credit or replacement, whichever you prefer. Please do not ship collect. Please do not return furniture or machines until you call us first for instructions. Shortage or damage must be reported within 5 days after delivery.

Vendor: 18045  
PO: 4500118442  
DOC: 5101000542

BPrasad 12/19/23

000367-000057

DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
COMMISSIONER JOHN TOBIA'S OFFI	32516	338216651001	06-DEC-23	10.96	

FL0 000325167 3382166510015 00000001096 1 3

Please  
Send Your  
Check to:

ODP Business Solutions, LLC  
PO Box 1413  
Charlotte NC 28201-1413

Please return this stub with your payment to  
ensure prompt credit to your account.

Please DO NOT staple or fold. Thank You.



ODP Business Solutions, LLC  
 PO BOX 7241  
 SIOUX FALLS SD  
 57117-7241

ORIGINAL INVOICE

10068

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
 OR PROBLEMS, JUST CALL US  
 FOR CUSTOMER SERVICE ORDER: (888) 263-3423  
 FOR ACCOUNT: (800) 721-6592

FEDERAL ID:86-2161688

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
338216651001	10.96	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
06-DEC-23	Net 30	08-JAN-24

BILL TO:

ATTN: ACCTS PAYABLE  
 COMMISSIONER JOHN TOBIA'S OFFI  
 2539 PALM BAY RD NE STE 4  
 PALM BAY FL 32905-3534

000367-000057

SHIP TO:

COMMISSIONER JOHN TOBIA'S OFFI  
 2539 PALM BAY RD NE STE 4  
 PALM BAY FL 32905-3534



ACCOUNT NUMBER 27327334	BLANKET PO 4500118442	SHIP TO ID 2539 PALM BAY ROAD	ORDER NUMBER 338216651001	ORDER DATE 04-DEC-23	SHIPPED DATE 06-DEC-23		
BILLING ID 32516	ACCOUNT MANAGER RELEASE	ORDERED BY JOHN TOBIA	FLOOR/BUILDING 1	COST CENTER			
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
644757 AVE11136	INSERTS,TAB,1/5 CUT,F/SR,1 644757	PK	4	4	0	2.740	10.96

000367-000057

CONTINUED ON NEXT PAGE...



Post Office Box 17299 Clearwater, FL 33762-0299  
P: (800) 995-4468 F: (813) 288-0223

# CONTRACT INVOICE

RECEIVED

DEC 22 2023

DISTRICT 3  
COMMISSIONER OFFICE

Invoice Number:

AR10541105

Invoice Date:

12/21/2023

**Bill To:** Brevard County- Palm Bay Rd  
2539 Palm Bay Road NE  
Palm Bay, FL 32905

**Customer:** Brevard County Board of County of Commissioners  
2725 Judge Fran Jamieson Way  
Viera, FL 32940

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
L52931	Net 20 Days	1/10/2024	\$83.71	<b>\$83.71</b>
<b>Invoice Remarks</b>				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
IBP-BC-AE-08-01		\$83.71	4500114505	3/5/2023	3/4/2024
<b>Contract Remarks</b>					

Contract Lease Charge is the Quarterly billing for Lease.

**Summary:**

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 11/27/2023 to 12/26/2023 overage period	\$83.71 **
	<b>\$83.71</b>

\*\*See overage details below

**Detail:**

**Equipment included under this contract**

2539 Palm Bay Road NE  
Dist 3 Commissioner Of

**Canon/iRC5535i**

Number	Serial Number	Base Adj.	Location
307391	XUW00915	\$0.00	Brevard County- Palm Bay Rd 2539 Palm Bay Road NE Palm Bay, FL 32905 Dist 3 Commissioner Office

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
B/W	black meter	62,533	63,298	765	0	765	0.011590	\$8.87
Color	color meter	55,992	57,871	1,879	0	1,879	0.039830	\$74.84
								<b>\$83.71</b>

Vendor: 16062  
PO: 4500118434 - Line 1  
DOC: 5101001908

B Prasad 1/2/24

Great News! You can now make your payments online! Make a one-time payment or enroll today using the link below to view your account balance, make payments or review payment history <https://www.deximaging.com/service/#online-payment>  
Did you know you can place your supply order online?  
Try <http://www.deximaging.com> and click on "Order Supplies".

Invoice SubTotal	\$83.71
Tax:	\$0.00
Invoice Total	\$83.71
<b>Balance Due:</b>	<b>\$83.71</b>





**DISTRICT 4 COMMISSION OFFICE**  
2725 Judge Fran Jamieson Way, #C-214  
Viera, FL 32940-6698

**T: 321-633-2044**  
**F: 321-633-2121**

12/21/2023

To Whom It May Concern,

This letter is to acknowledge that all of the District 4 Commission Office's PO invoices/receipts to date have been posted in the bill folder, the latest of which were the receipts for Ready Refresh to be included in the January 9<sup>th</sup>, 2024 meeting agenda.

Sincerely,

Rob Feltner  
Brevard County Commissioner  
District 4

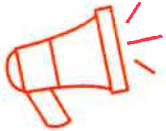


PO: 4500118423

Account Number: 6707868371  
Invoice Number: 03L6707868371  
Activity From: 11/19/23 - 12/18/23  
Billing Date: 12/20/23  
Delivery Address: DIST IV COMMISSION OFFICE  
2725 JUDGE FRAN JAMIESON WAY  
BUILDING C SUITE 214  
MELBOURNE FL 32940

Previous Balance	\$0.00
Payments / Credits	\$0.00
Current Activity from 11/19/23 - 12/18/23	\$15.57
<b>Total Account Balance as of 12/20/23</b>	<b>\$15.57</b>

To pay your bill and view your upcoming deliveries, visit us at **ReadyRefresh.com**



### News for You

BlueTriton Brands and ReadyRefresh have partnered with Disney's new movie WISH now in theaters. Go to [rewardsdrop.com](https://rewardsdrop.com) today and sign up for a chance to win an exclusive Disney Experience trip, free movie tickets to Disney's WISH, merchandise and more.

Date	Ticket #	Qty	Description	Amount
			PREVIOUS BALANCE	.00
12/13	8616108356	3	ZEPHYRHILLS BRAND SPRING WATER .5L CASE OF 24	15.57
<p><i>Date Received: 12/21/23</i>  <i>PO# 4500118423</i>  <i>Vendor # 10763</i>  <i>Doc # 5105635813</i>  <i>Date: 12/21/23</i>  <i>Signature: [Handwritten Signature]</i>  <i>Date Completed: 12/21/23</i></p>				
<b>RECEIVED</b>				
<b>DEC 21 2023</b>				
<b>DISTRICT 4</b>				
<b>COMMISSION OFFICE</b>				
<b>Total Account Balance as of 12/20/23</b>				<b>\$15.57</b>

Detach below stub and return with your payment

Page 1 of 1



PO Box 30080  
College Station, TX 77842

**Get the App today!**  
Just use your camera or QR app to scan.

ACCOUNT NUMBER - 6707868371	INVOICE NUMBER - 03L6707868371
<b>Total Amount Due by 01/09/24</b>	<b>\$15.57</b>
Amount Enclosed:	\$

502667078683710 0001557 00015573 5

ADDRESS SERVICE REQUESTED

DIST IV COMMISSION OFFICE  
KATIE WINES  
2725 JUDGE FRAN JAMIESON WAY  
BUILDING C SUITE 214  
MELBOURNE FL 32940-6605

Please send payment to:

ReadyRefresh  
BlueTriton Brands, Inc.  
P.O. Box 856680  
Louisville, KY 40285-6680



PO: 45001184224

Account Number: 6707868370  
Invoice Number: 03L6707868370  
Activity From: 11/19/23 - 12/18/23  
Billing Date: 12/20/23  
Delivery Address: DIST. V COMMISSION OFFICE  
490 CENTRE LAKE DR NE  
PALM BAY FL 32907

Previous Balance	\$25.95
Payments / Credits	\$25.95
Current Activity from 11/19/23 - 12/18/23	\$25.95
<b>Total Account Balance as of 12/20/23</b>	<b>\$25.95</b>

To pay your bill and view your upcoming deliveries, visit us at **ReadyRefresh.com**



### News for You

BlueTriton Brands and ReadyRefresh have partnered with Disney's new movie WISH now in theaters. Go to [rewardsdrop.com](https://rewardsdrop.com) today and sign up for a chance to win an exclusive Disney Experience trip, free movie tickets to Disney's WISH, merchandise and more.

Date	Ticket #	Qty	Description	Amount
12/12	081643		PREVIOUS BALANCE	25.95
			PAYMENT-THANK YOU	-25.95
11/28	8615016923	5	PURE LIFE .5L TUXEDO PACK CASE OF 24	25.95

**RECEIVED**  
DEC 21 2023  
DS commission office

PO: 4500118424  
Vendor: 10763  
Doc# 5105635814

*Danielle Stern*  
Danielle Stern

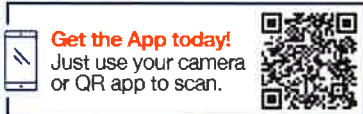
**Total Account Balance as of 12/20/23 \$25.95**

Detach below stub and return with your payment

Page 1 of 1



PO Box 30080  
College Station, TX 77842



ACCOUNT NUMBER - 6707868370 INVOICE NUMBER - 03L6707868370

**Total Amount Due by 01/09/24 \$25.95**

Amount Enclosed: \$

502667078683702 0002595 00025954 5

ADDRESS SERVICE REQUESTED

DIST. V COMMISSION OFFICE  
JANETTE ROIG  
490 CENTRE LAKE DR NE STE 175  
PALM BAY FL 32907-1177

Please send payment to:

ReadyRefresh  
BlueTriton Brands, Inc  
P.O. Box 856680  
Louisville, KY 40285-6680



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

G.1.

1/9/2024

---

### Subject:

Petition to Vacate, Re: Public Utility and Drainage Easement- 4283 Turtle Mound Road - "Windover Farms of Melbourne, P.U.D., Phase Five, Unit Two" Plat Book 37, Page 98-100 - Melbourne - Ronald M. Robin, Jr. - District 4

### Fiscal Impact:

The petitioners are charged \$640. These fees are deposited in Fund 0002-30265 revenue account for vacatings.

### Dept/Office:

Public Works Department - Surveying & Mapping

### Requested Action:

It is requested that the Board of County Commissioners (BOCC) conduct a public hearing to consider vacating part of a public utility and drainage easement, "Windover Farms of Melbourne, P.U.D., Phase Five, Unit Two" in Section 35, Township 26 South, Range 36 East. If approved, it is requested that the Board authorize the Chair to sign the attached Resolution approving the vacating.

### Summary Explanation and Background:

Florida Statutes, Section 336.09 and Brevard County Article II, Section 86-36, provide a method for the Board of County Commissioners to vacate and abandon unused rights-of-way and easements. The petitioner owns Lot 758 and is requesting the vacating of a portion of a 10.00 ft. wide public utility and drainage easement on Lot 758 to allow for the existing garage to remain and be removed as an encroachment. The easement to be vacated contains 189.00 square feet, more or less. The property is located in Melbourne South of Pineda Blvd. and East of Highway I-95.

On December 24, 2023, the legal notice was advertised in Florida Today informing the public of the date a public hearing would be held to consider the vacating. All pertinent county agencies and public utility companies have been notified. At this time, no objections have been received.

Name: Amber.Holley@brevardfl.gov Phone: Ext. 58346

### Clerk to the Board Instructions:

Advertise Approved Resolution Notice and Record Vacating Resolution Documents as one resolution type document which in sequence includes the approved/signed resolution, the proof of publication of the public hearing notice, and the proof of publication of the adopted resolution notice.



**Resolution 2023 -**

**Vacating a portion of a public utility and drainage easement in the plat of “Windover Farms of Melbourne, P.U.D., Phase Five, Unit Two” Melbourne, Florida, lying in Section 35, Township 26 South, Range 36 East**

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **Ronald M. Robin, Jr.** with the Board of County Commissioners to vacate a public easement in Brevard County, Florida, described as follows:

**SEE ATTACHED SKETCH & DESCRIPTION**

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement(s) or public right-of-way, nor does this action guarantee or transfer title.

WHEREAS, notice of the public hearing before the Board of County Commissioners was published one time in the Florida Today Newspaper, a newspaper of general circulation in Brevard County, Florida, prior to the public hearing; and

WHEREAS, the Board finds that vacating the public easement(s) will not be detrimental to Brevard County or the public.

THEREFORE BE IT RESOLVED that said public easement(s) are hereby vacated by Brevard County; and this vacating action releases, renounces, and disclaims any right, title or interest Brevard County may possess over the property at issue, and shall not be deemed to warrant any right, title, interest or to represent any state of facts concerning the same. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts and recorded in the Public Records of Brevard County.

DONE, ORDERED, AND ADOPTED, in regular session, this 9th day of January 2024 A.D.

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Jason Steele, Chair

\_\_\_\_\_  
Rachel Sadoff, Clerk

As approved by the Board on:  
January 9, 2024

# Brevard County Property Appraiser Detail Sheet

Account 2614560

Owners ROBIN, RONALD M, JR

Mailing Address 4283 TURTLE MOUND RD MELBOURNE FL 32934

Site Address 4283 TURTLE MOUND RD MELBOURNE FL 32934

Parcel ID 26-36-35-26-\*-758

Taxing District 4200 - UNINCORP DISTRICT 4

Exemptions NONE

Property Use 0110 - SINGLE FAMILY RESIDENCE

Total Acres 1.00

Site Code 0150 - CNSRV/TRACT/BUF FRTG

Plat Book/Page 0037/0098

Subdivision WINDOVER FARMS OF MELBOURNE PUD PHASE 5 UNIT

2

Land Description WINDOVER FARMS OF MELBOURNE PUD PHASE 5 UNIT

2 LOT 758

## VALUE SUMMARY

Category	2023	2022	2021
Market Value	\$989,850	\$786,940	\$613,310
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$865,630	\$786,940	\$474,450
Assessed Value School	\$989,850	\$786,940	\$474,450
Homestead Exemption	\$0	\$0	\$25,000
Additional Homestead	\$0	\$0	\$25,000
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$865,630	\$786,940	\$424,450
Taxable Value School	\$989,850	\$786,940	\$449,450

## SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
03/29/2023	--	WD	Improved	9750/2501
10/22/2021	\$960,000	WD	Improved	9301/1225
05/28/2013	\$562,500	WD	Improved	6886/0726

## Vicinity Map

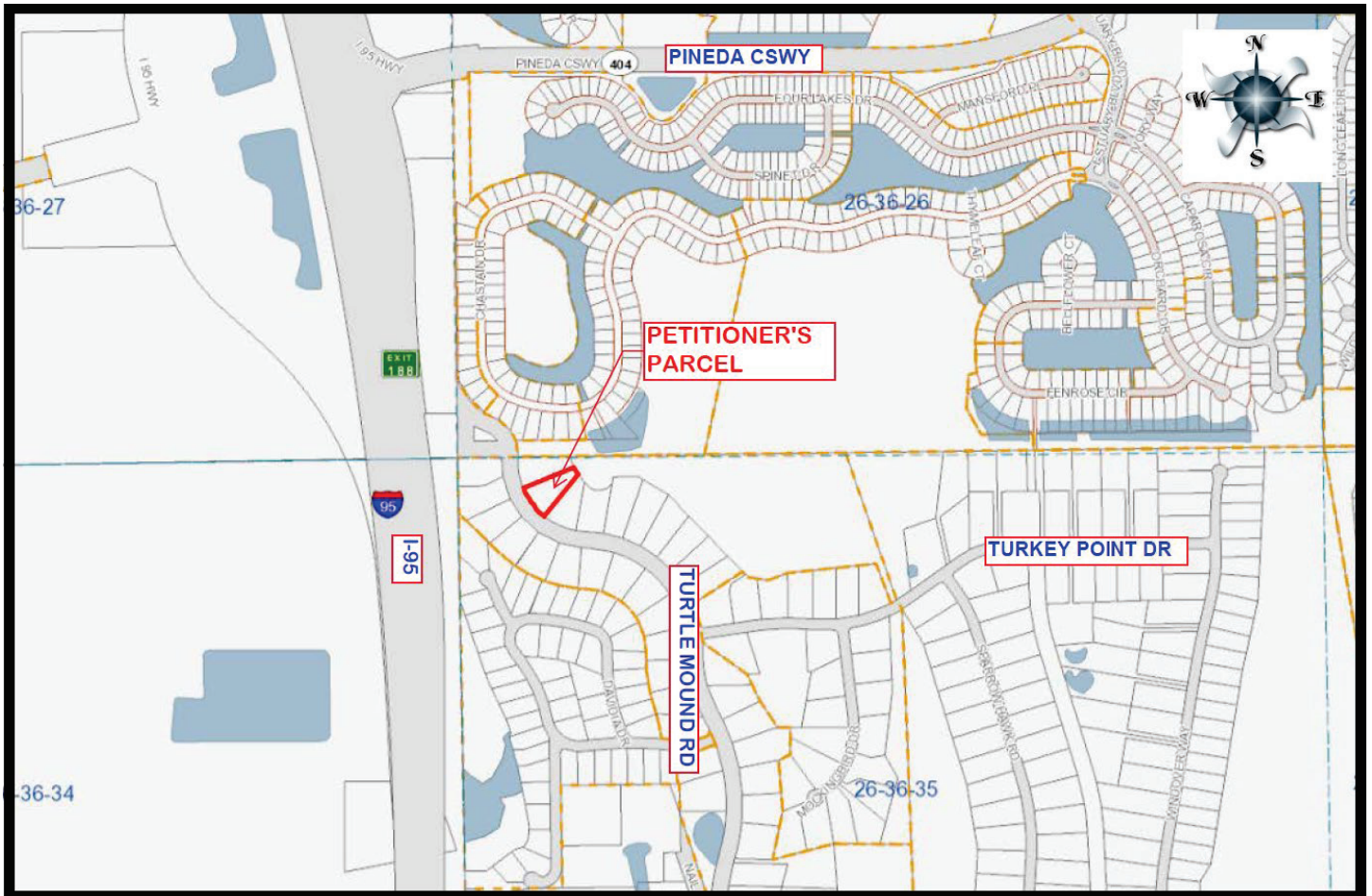


Figure 1: A vicinity map of lot 758, Windover Farms of Melbourne, 4283 Turtle Mound Road, Melbourne, Florida, 32934.

Ronald M. Robin, Jr. – 4283 Turtle Mound Road – Melbourne, FL, 32934 – Lot 758, plat of “Windover Farms of Melbourne, P.U.D., Phase Five, Unit Two” – Plat Book 37, Page 98 – Section 35, Township 26 South, Range 36 East – District 4 – Proposed Vacating of a portion of a 10.0 ft. Wide Public Utility & Drainage Easement

## Aerial Map



Figure 2: Aerial Map of Lot 758, Windover Farms of Melbourne, 4283 Turtle Mound Road, Melbourne, Florida, 32934.

Ronald M. Robin, Jr. – 4283 Turtle Mound Road – Melbourne, FL, 32934 – Lot 758, plat of “Windover Farms of Melbourne, P.U.D., Phase Five, Unit Two” – Plat Book 37, Page 98 – Section 35, Township 26 South, Range 36 East – District 4 – Proposed Vacating of a portion of a 10.0 ft. Wide Public Utility & Drainage Easement

# Plat Reference

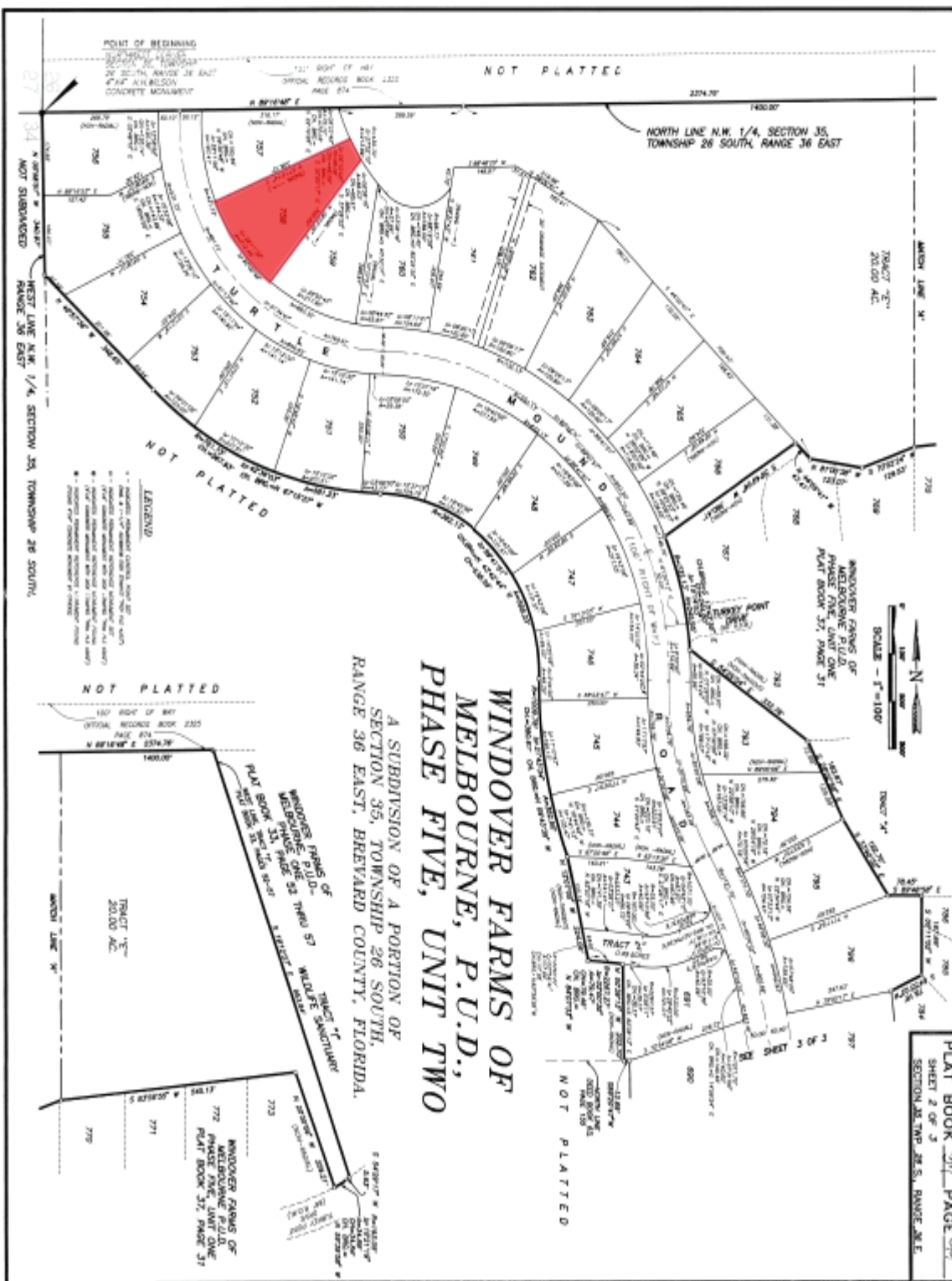


Figure 3: Copy of plat map "Windover Farms of Melbourne" dedicated to Brevard County November 1991.

# Petitioner's Sketch & Description Sheet 1 of 2

## LEGAL DESCRIPTION

## EXHIBIT "A"

PARENT PARCEL ID#: 26-36-35-26-\*-758  
SECTION 35, TOWNSHIP 26 SOUTH, RANGE 36 EAST,  
BREVARD COUNTY, FLORIDA

SHEET 1 OF 2  
NOT VALID WITHOUT SHEETS 2 OF 2  
THIS IS NOT A SURVEY

PURPOSE: VACATING A PORTION OF A 10 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT.

LEGAL DESCRIPTION:  
(PREPARED BY SURVEYOR)

A PORTION OF A 10 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING WITHIN LOT 758, WINDOVER FARMS OF MELBOURNE, P.U.D., PHASE FIVE, UNIT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGES 98-100, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 758 AND RUN SOUTH 67°15'14" WEST ALONG THE NORTH LINE OF SAID LOT 758, A DISTANCE OF 23.58 FEET; THENCE SOUTH 22°44'46" EAST, A DISTANCE OF 4.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE SOUTH 22°44'46" EAST, A DISTANCE OF 5.50 FEET, THENCE SOUTH 67°15'14" WEST, A DISTANCE OF 34.38 FEET; THENCE NORTH 22°44'46" WEST, A DISTANCE OF 5.50 FEET; THENCE NORTH 67°15'14" EAST, A DISTANCE OF 34.38 FEET TO THE POINT OF BEGINNING, CONTAINING 189 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

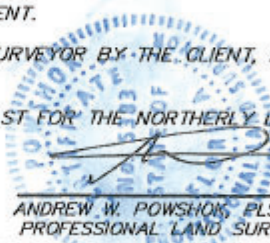
ABBREVIATIONS

B.B. = BASIS OF BEARINGS	FND. = FOUND
C/L = CENTERLINE	LB = LICENSED BUSINESS
C.M. = CONCRETE MONUMENT	OHW = OVERHEAD WIRES
CONC. = CONCRETE	O.R.B. = OFFICIAL RECORDS BOOK
D.E. = DRAINAGE EASEMENT	P.U. = PUBLIC UTILITY

SURVEYORS NOTES:

1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SKETCH IS FOR THE SOLE BENEFIT OF THE PARTIES NAMED HEREON AND FOR THE SPECIFIC PURPOSE NOTED, AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY, AND IS NOT TRANSFERABLE UNDER ANY CIRCUMSTANCES.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR, AND REPRODUCTION OF THIS DRAWING WITHOUT WRITTEN PERMISSION OF THE SURVEYOR IS HEREBY FORBIDDEN.
4. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT.
5. THIS SKETCH WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR BY THE CLIENT, AND MAY BE SUBJECT TO EASEMENTS OR LIMITATIONS EITHER RECORDED OR IMPLIED.
6. BEARINGS ARE BASED ON A ASSUMED BEARING OF NORTH 67°15'14" EAST FOR THE NORTHERLY LINE OF LOT 758 SHOWN AS BEING THE BASIS OF BEARINGS.

PREPARED FOR AND CERTIFIED TO:  
BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS



ANDREW W. POWSHOK, PLS 5383  
PROFESSIONAL LAND SURVEYOR

PREPARED BY: **AAL LAND SURVEYING SERVICES, INC.**  
3970 MINTON ROAD, WEST MELBOURNE, FL 32904  
PHONE: (321)768-8110 FAX: (321)952-9771 EMAIL: [frontdesk@aalsurvey.com](mailto:frontdesk@aalsurvey.com) LICENSE BUSINESS #6623

DRAWN BY: DOUG W. GUARE	CHECKED BY: ANDREW W. POWSHOK	REVISION: _____ REVISION: _____	SECTION 35, TOWNSHIP 26 SOUTH, RANGE 36 EAST
DATE: 12-07-23	PROJECT # 48881	REVISION: _____ REVISION: _____	

Figure 4: Legal Description. Sheet 1 of 2. Section 35, Township 26 South, Range 36 East. Parcel ID number: 26-36-35-26-\*-758.

# Petitioner's Sketch & Description Sheet 2 of 2

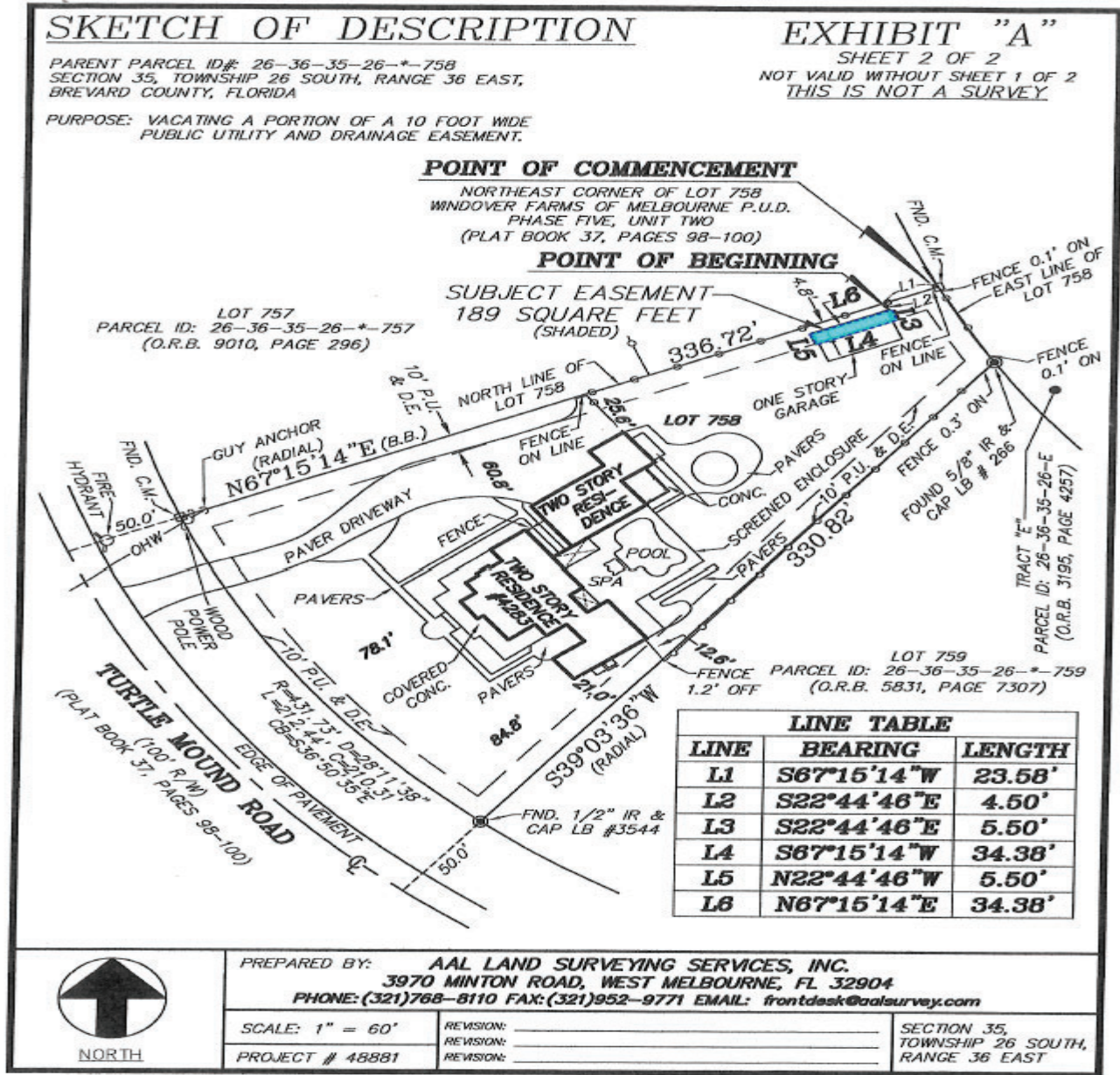


Figure 5: Sketch of description. Sheet 2 of 2. Section 35, Township 26 South, Range 36 East. Parcel ID number: 26-36-35-26-\*-758.

The sketch illustrates a portion of a 10.00-foot-wide public utility and drainage easement on Lot 758, Windover Farms of Melbourne, Phase 5, Unit 2, Melbourne, Florida. The coordinate of the North line depicted is as follows. North boundary – North 67°15'14" East 34.38 Feet; East boundary – South 22°44'46" East 5.50 Feet; South boundary – South 67°15'14" West 34.38 Feet; West boundary – North 22°44'46" West 5.50 Feet. Prepared by: Andrew W. Powshok, AAL Land Surveying, Inc., LS 6623, Project NO: 48881.

# Comment Sheet

Applicant: Robin

Updated by: Amber Holley 20231116 at 1500 hours

Utilities	Notified	Received	Approved	Remarks
FL City Gas Co	20230925	20231116	Yes	No Comment
FL Power & Light	20230925	20231017	Yes	No Objection
At&t	20230925	20230926	Yes	No objections
Charter/Spectrum	20230925	20231003	Yes	No objections
City of Melbourne	20230925	20230926	Yes	No objections

County Staff	Notified	Received	Approved	Remarks
Road & Bridge	20230925	20231116	Yes	No objections
Land Planning	20230925	20231002	Yes	No objections
Utility Services	20230925	20230926	Yes	No objections
Storm Water	20230925	20231019	Yes	No objections
Zoning	20230925	20231002	Yes	No objections



# Public Hearing Legal Advertisement

Ad 9640330 Dec. 24, 2024  
LEGAL NOTICE  
NOTICE FOR THE PARTIAL  
VACATING OF A 10.0 FT. WIDE  
PUBLIC UTILITY AND  
DRAINAGE EASEMENT, PLAT  
OF "WINDOVER FARMS OF  
MELBOURNE, P.U.D. PHASE  
FIVE, UNIT TWO" IN SECTION  
35, TOWNSHIP 26 SOUTH, RANGE  
36 EAST, MELBOURNE, FL  
NOTICE IS HEREBY GIVEN that  
pursuant to Chapter 336.09, Florida  
Statutes, and Chapter 86, Article II,  
Section 86-36, Brevard County Code,  
a petition has been filed by  
RONALD M. ROBIN, JR. with the  
Board of County Commissioners of  
Brevard County, Florida, to request  
vacating the following described  
property, to wit:  
A PORTION OF A 10 FOOT WIDE  
PUBLIC UTILITY AND  
DRAINAGE EASEMENT LYING  
WITHIN LOT 758, WINDOVER  
FARMS OF MELBOURNE,  
P.U.D., PHASE FIVE, UNIT TWO,  
ACCORDING TO THE PLAT  
THEREOF, AS RECORDED IN  
PLAT BOOK 37, PAGES 98-100, OF  
THE PUBLIC RECORDS OF  
BREVARD COUNTY, FLORIDA,  
BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTH-  
EAST CORNER OF SAID LOT 758  
AND RUN SOUTH 67°15'14" WEST  
ALONG THE NORTH LINE OF  
SAID LOT 758, A DISTANCE OF  
23.58 FEET; THENCE SOUTH  
22°44'46" EAST, A DISTANCE OF  
4.50 FEET TO THE POINT OF  
BEGINNING OF THE HEREIN  
DESCRIBED EASEMENT;  
THENCE SOUTH 22°44'46" EAST,  
A DISTANCE OF 5.50 FEET,  
THENCE SOUTH 67°15'14" WEST,  
A DISTANCE OF 34.38 FEET;  
THENCE NORTH 22°44'46" WEST,  
A DISTANCE OF 5.50 FEET;  
THENCE NORTH 67°15'14" EAST, A  
DISTANCE OF 34.38 FEET TO  
THE POINT OF BEGINNING,  
CONTAINING 189 SQUARE FEET  
OR 0.004 ACRES, MORE OR LESS.  
PREPARED BY: ANDREW W.  
POWSHOK, PSM.  
The Board of County Commissioners  
will hold a public hearing to deter-  
mine the advisability of such vacat-  
ing of the above-described easement  
at 5:00 P.M. on January 9, 2024, at  
the Brevard County Government  
Center Board Room, Building C.,  
2725 Judge Fran Jamieson Way,  
Viera, Florida, at which time and  
place all those for or against the  
same may be heard before final  
action is taken.  
Pursuant to Section 286.0105, Florida  
Statutes, if a person decides to  
appeal any decision made by the  
board, agency, or commission with  
respect to the vacating, he or she  
will need a record of the proceed-  
ings, and that, for such purpose, he  
or she may need to ensure that a  
verbatim record of the proceedings  
is made, which record includes the  
testimony and evidence upon which  
the appeal is based.  
Persons seeking to preserve a  
verbatim transcript of the record  
must make those arrangements at  
their own expense.  
The needs of hearing or visually  
impaired persons shall be met if the  
department sponsoring the meet-  
ing/hearing is contacted at least 48  
hours prior to the public meet-  
ing/hearing by any person wishing  
assistance.

Figure 6: Copy of public hearing advertisement as published on December 24, 2023. See the next page for the full text.

# Legal Notice Text

## LEGAL NOTICE

NOTICE FOR THE PARTIAL VACATING OF A 10.0 FT. WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT, PLAT OF "WINDOVER FARMS OF MELBOURNE, P.U.D. PHASE FIVE, UNIT TWO" IN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 36 EAST, MELBOURNE, FL

NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by RONALD M. ROBIN, JR. with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit:

A PORTION OF A 10 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING WITHIN LOT 758, WINDOVER FARMS OF MELBOURNE, P.U.D., PHASE FIVE, UNIT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 37, PAGES 98-100, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 758 AND RUN SOUTH 67°15'14" WEST ALONG THE NORTH LINE OF SAID LOT 758, A DISTANCE OF 23.58 FEET; THENCE SOUTH 22°44'46" EAST, A DISTANCE OF 4.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE SOUTH 22°44'46" EAST, A DISTANCE OF 5.50 FEET, THENCE SOUTH 67°15'14" WEST, A DISTANCE OF 34.38 FEET; THENCE NORTH 22°44'46" WEST, A DISTANCE OF 5.50 FEET; THENCE NORTH 67°15'14" EAST, A DISTANCE OF 34.38 FEET TO THE POINT OF BEGINNING. CONTAINING 189 SQUARE FEET OR 0.004 ACRES, MORE OR LESS. PREPARED BY: ANDREW W. POWSHOK, PSM.

The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at *5:00 P.M. on January 9, 2024*, at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense.

The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance.



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Unfinished Business

---

H.1.

1/9/2024

---

**Subject:**

Item Removed

**Fiscal Impact:**

**Dept/Office:**

**Requested Action:**

**Summary Explanation and Background:**

**Clerk to the Board Instructions:**



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Public Safety Group

I.1.

1/9/2024

### **Subject:**

Board Approval: Authorization to Accept Donation from Ron Jon Surf Shop for Lifeguard Equipment Storage Facility; Adopt Resolution of Recognition and Commendation of Ron Jon Surf Shop.

### **Fiscal Impact:**

Donated funds in the amount of \$80,000 to Brevard County Ocean Rescue. It is estimated that the donation will fully fund the Lifeguard Equipment Storage Facility project.

### **Dept/Office:**

Public Safety Group: Brevard County Fire Rescue, Ocean Rescue

### **Requested Action:**

It is requested that the Board of County Commissioners make a finding that the proposed lifeguard equipment storage facility project at Cherie Down Park serves a public purpose and authorize the Chair to sign a letter in the form attached hereto accepting a donation in the amount of \$80,000 from Ron Jon Surf Shop to be used exclusively for the development and construction of the storage facility project and related purposes. Additionally, it is requested the Board adopt a resolution, also attached hereto, recognizing, and commending Ron Jon Surf Shop, for the generous gift to Brevard County. It is further requested that the Board authorize the County Manager to execute all necessary budget change requests or other administrative actions required to accept the donated funds and execute this project.

### **Summary Explanation and Background:**

Ron Jon Surf Shop desires to donate funds for a dedicated lifeguard equipment storage facility located at Cherie Down Park. The storage facility will establish a central hub for storing and maintaining essential lifeguard equipment. By providing close access to required equipment, the storage facility will allow for a faster and more organized response to aquatic emergencies. This will significantly benefit the community and enhance beach safety for residents and visitors. This action has been coordinated with the County Attorney's Office.

### **Clerk to the Board Instructions:**

Please provide one framed copy of the resolution, to be presented at the Board Meeting. Please return a copy of the completed letter and resolution to Janine Ernst, Brevard County Fire Rescue, 1040 Florida Avenue South, Rockledge, FL 32955.



**BOARD OF COUNTY COMMISSIONERS**

January 9, 2024

Heather Lewis  
Marketing Director  
Ron Jon Surf Shop  
4151 N. Atlantic Avenue  
Cocoa Beach, Florida 32931

**Re: Donation of Funds for Lifeguard Equipment Storage Facility**

Dear Ms. Lewis:

The Brevard County Board of County Commissioners sincerely appreciates Ron Jon Surf Shop's offer to donate \$80,000.00 for the construction and development of a dedicated lifeguard equipment storage facility to be located at Cherie Down Park. Brevard County is committed to enhancing the safety and well-being of those who enjoy our beaches, and a lifeguard equipment storage facility is integral to achieving this mission.

The lifeguard equipment storage facility will significantly benefit our community and contribute to a safer environment for recreational beachgoers. By providing close access to required equipment, the storage facility will allow for a faster and more organized response to aquatic emergencies. The Board finds that the lifeguard equipment storage facility serves a public purpose, authorizes the County Manager to accept Ron Jon Surf Shop's generous donation on behalf of the Board, and directs that the donated funds are to be used exclusively for this project and related purposes.

Upon receipt, Ron Jon Surf Shop's donation will be used to fund the development and construction of a secure, weather-resistant 30x30 metal structure that will provide organized storage for lifeguard equipment. The County anticipates that the project, which is estimated to cost \$80,000, will be completed within six to eight months of construction commencing. Progress updates will be provided upon request. It is understood and agreed that the project is to be completed within two years of the County's receipt of Ron Jon Surf Shop's donation or the funds will be returned.

---

**Jason Steele, Chair**  
**Board of County Commissioners of Brevard County, Florida**

As approved by the Board on: \_\_\_\_\_, 20\_\_\_\_

## **Resolution**

**WHEREAS**, Ron Jon Surf Shop seeks to support and strengthen the local communities in which their stores are located and where they can focus efforts on education, initiatives, wellness, and beaches with a shared goal of enhancing beach safety.

**WHEREAS**, Ron Jon Surf Shop generously organized and approved a \$80,000 donation to Brevard County. The funds will be used to establish a dedicated lifeguard storage facility at Cherie Down Park, a key site for water-related activities in Brevard County, maintaining essential lifeguard equipment, ensuring quick and efficient responses to water emergencies.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Brevard County, Florida, does hereby recognize and commend:

### **Ron Jon Surf Shop**

**DONE, ORDERED AND ADOPTED**, in regular session, this 9th day of January, 2024.

ATTEST:

\_\_\_\_\_  
Rachel M. Sadoff, CLERK

\_\_\_\_\_  
Jason Steele, Chair  
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA  
(As approved by the Board on January 9, 2024)