



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, August 3, 2021

**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 Rita Pritchett, District 1, Chair**

**D. MINUTES FOR APPROVAL: May 6, 2021 Zoning**

**E. RESOLUTIONS, AWARDS AND PRESENTATIONS**

**E.1.** Resolution recognizing the achievements of the Astronaut High School Boys Bowling Team

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

**Development and Environmental Services Group**

**Planning and Development**

**F.1.** Final Plat and Contract Approval, Re: Lake Andrew Drive - Segment F  
Developer: The Viera Company District 4

**F.2.** Final Plat and Contract Approval, Re: Viera Village Center II  
Developer: The Viera Company District 4

- F.3.** Final Plat and Contract Approval, Re: Reeling Park South - Phase 3  
Developer: The Viera Company District 4

**Public Works Department**

- F.4.** Approval Re: Amendment to Interlocal Agreement Regarding St. Johns Heritage Parkway Intersection and Babcock Street - Districts 3 and 5
- F.5.** Approval, Re: Permission to Advertise a Proposed Amendment to the Exchange Agreement between Brevard County and NASA Investment Partners, LLC (N.I.P.) -District 5.

**Utility Services Department**

- F.6.** Approval to Re-Advertise a Request for Proposals (RFP) for South Beaches Wastewater Treatment Facility (SBWWTF) Injection Well Rerating and MW-3 Repair

**Valkaria Airport**

- F.7.**

**Community Services Group**

**Transit Services Department**

- F.8.** Approval, Re: Submission of Revised Grant Application and Execution of Follow-Up Grant Agreement for FY2021/SFY2022 Space Coast Area Transit Section 5310 Formula Grant with Florida Department of Transportation

**Public Safety Group**

**Fire Rescue**

- F.9.** Approval, Re: Auto Aid Agreement with Patrick Space Force for Fire Protection and Emergency Services.

**Support Services Group**

**Central Services**

- F.10.** Permission to Issue Annual Supply Bids, Proposals and Requests for Qualifications (FY 2021/2022) and/or Negotiate Competitive Agreements
- F.11.** Permission to Issue Purchase Orders (FY 2021/2022) to Approved Vendors of Record (VOR)

**Human Resources**



**F.12. COVID-19 Administrative Leave Policy**

**Administrative Services Group**

Miscellaneous

**F.13.** Letter to the Florida Department of Transportation (FDOT) Concerning S.R. A1A Crossovers (Mid-Block Crossings)

**F.14.** Citizen Request for Approval of Temporary Use and Right of Entry Agreement for Falconry Activities at the South Beaches Wastewater Treatment Plant

**F.15.** Appointment(s) / Reappointment(s)

**G. PUBLIC COMMENTS**

**H. PUBLIC HEARINGS**

**H.1.** Resolutions RE: Adoption of Solid Waste Special Assessments, Fees and Charges and Ratification, Confirmation and Certification of the Solid Waste Special Assessment Rolls.

**H.2.** Public Interest Determination Re: US192 Roadway and Entrance Improvements for additional Board-approved construction on the US 192 property.

**I. UNFINISHED BUSINESS**

**I.1.** American Rescue Plan Act funding for Septic-to-Sewer Conversion of 142 homes in the South Central - Zone C Project Area (D4)

**J. NEW BUSINESS**

**Development and Environmental Services Group**

**J.1.** Approval, Re: Purchase and Sale Agreement (three originals) and Escrow Agreement (three originals) for a Portion of County Owned Land to Florida Power and Light (FPL) for an FPL Substation at Viera- District 4.

**County Attorney**

**J.2.** Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing for Capital Trust Agency Educational Facilities Revenue Bonds (Pineapple Cove Classical Academy at Lockmar, Inc. Project), Series 2021 (the "Bonds")

**Miscellaneous**

- J.3.** Legislative intent and permission to advertise an amendment to the Brevard County Code of Ordinances modifying Section 14-57, Brevard County Code, pertaining to the creation of a nuisance from animal noises.
- J.4.** Legislative intent and permission to advertise an amendment to the Brevard County Code of Ordinances modifying Section 14-36, Brevard County Code, to include a definition of the term sutures.
- J.5.** Board Discussion: Options Regarding Representations of Steven Powers, Lessee of Complex Cafe
- J.6.** District 3 American Rescue Plan Act (ARPA) Allocation

**Add Ons**

**K. PUBLIC COMMENTS**

**L. BOARD REPORTS**

- L.1. Frank Abbate, County Manager
- L.2. Eden Bentley, County Attorney
- L.3. Rita Pritchett, Commissioner District 1, Chair
- L.4. Bryan Lober, Commissioner District 2
- L.5. John Tobia, Commissioner District 3
- L.6. Curt Smith, Commissioner District 4
- L.7. Kristine Zonka, Commissioner District 5, Vice Chair

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 Resolution 2014-219 Section VIII (8.1) the agenda shall provide a section for public comment limited to thirty (30) minutes following approval of the consent agenda during each regular County Commission meeting. 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. During this thirty (30) minute segment of public comment, speakers will be heard in the order in which they turned in a speaker card asking to be heard. Any speaker not heard during the first thirty (30) minute segment will be heard during a second public comment segment held at the conclusion of business specified on the regular Commission agenda. 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.

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.

8/3/2021

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### **Subject:**

Resolution recognizing the achievements of the Astronaut High School Boys Bowling Team

### **Fiscal Impact:**

None

### **Dept/Office:**

District 1

### **Requested Action:**

It is requested that the Board of County Commissioners approve the resolution recognizing the achievements of the Astronaut High School Boys Bowling Team

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

The Astronaut High School Boys Bowling Team, known as the War Eagle Bowling Club won the Florida High School Athletic Association State Championship and 2021 U.S. National High School Bowling Championship Final Four.

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

1 Framed Resolution  
8 Unframed Resolutions

## **RESOLUTION**

**WHEREAS**, the War Eagles Bowling Club, Astronaut High School boys' bowling team won the Florida High School Athletic Association State Championship; and

**WHEREAS**, the War Eagles Bowling Club traveled to Ohio to compete in the 2021 U.S. High School Bowling National Championship which featured "Singles" and "Team" events; and

**WHEREAS**, the team consists of Zachary Beckmann, Jadon Begera, David Blake, Lucas Burlein, Will Gibson, Logan Harvey, Jonathan Loudermilk and Adam Thomas; and

**WHEREAS**, the War Eagle Bowling Club is coached by Head Coach Dexter Dees, Assistant Coach Tyler Brewer and Assistant Coach David Lichtenberg; and

**WHEREAS**, on June 20, 2021, the team placed third in the nation; and

**WHEREAS**, on June 21, 2021, team member Logan Harvey won the 2021 National Championship for Boys' Singles; and

**WHEREAS**, the team is thankful for all the support from the Astronaut High School student body, the Titusville Community and Astronaut High School Administration, Faculty and Staff;

***NOW THEREFORE BE IT RESOLVED THAT THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS*** does hereby recognize and congratulate

### **Astronaut High School War Eagles Bowling Club**

**Florida High School Athletic Association State Championship and  
2021 U.S. National High School Bowling Championship Final Four**

***DONE, ORDERED AND ADOPTED***, in regular session, this 3<sup>rd</sup> day of August, 2021 A.D.



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.1.

8/3/2021

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### **Subject:**

Final Plat and Contract Approval, Re: Lake Andrew Drive - Segment F  
Developer: The Viera Company District 4

### **Fiscal Impact:**

None

### **Dept/Office:**

Planning and Development

### **Requested Action:**

In accordance with Section 62-2841(i) and Section 62-2844, it is requested that the Board of County Commissioners grant final plat approval and authorize the Chair to sign the final plat and contract for Lake Andrew Drive - Segment F.

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

There are three stages of review for subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project was held on October 3, 2019. The preliminary plat and final engineering plans, which is the second stage of approval, was approved on March 27, 2020. The third stage of review is the final plat approval for recordation. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

Staff has reviewed the final plat and contract for the Lake Andrew Drive - Segment F, and has determined that it is in compliance with the applicable ordinances.

Lake Andrew Drive - Segment F is located within the Viera DRI, south of Pineda Boulevard. The proposal is for a 4.95-acre road segment.

This approval is subject to minor engineering changes as applicable. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 21FM00006, 19SD00016

Contact: Amanda Elmore, Assistant Director Ext. 58996

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

Please have the contract signed and return the original and a certified copy to Planning and Development.

**Subdivision No.** 19SD00016 / 21FM00006

**Project Name** Lake Andrew Drive - Segment F

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 3rd day of August 2021, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and The Viera Company, hereinafter referred to as "PRINCIPAL."

**WITNESSETH:**

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number 19SD00016 / 21FM00006. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 1st day of July, 2023.

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$1,215,769.56. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
  - A. Vacate all or part of such recorded plat where improvements have not Been completed in accordance with the plans and specifications,
  - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
  - C. Request the surety on said performance bond to complete such improvements, or
  - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL 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 Office and shall be retained by the PRINCIPAL for a period of three years after termination of this 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 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

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

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

\_\_\_\_\_  
Rita Pritchett, Chair

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

WITNESSES:

PRINCIPAL: The Viera Company

K.P. Prosser  
KAREN P. PROSSER

TJ Pokrywa  
Todd J. Pokrywa, as President

Mary Ellen McKibben  
Mary Ellen McKibben

DATE

7-6-21

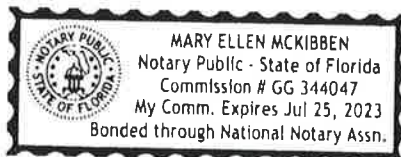


State of: Florida

County of: Brevard

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of July, 2021, by Todd J. Pokrywa, Pres who is personally known to me or who has produced as identification and who ~~did~~ (did not) take an oath.

My commission expires:



Mary Ellen McKibben  
Notary Public

Mary Ellen McKibben  
Notary Name printed, typed or stamped

## SURETY PERFORMANCE BOND

## KNOW ALL MEN BY THESE PRESENTS:

That we, THE VIERA COMPANY, hereinafter referred to as "Owner" and, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$1,215,769.56 for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 3rd day of August, 2021, which contract is made a part hereof by reference.

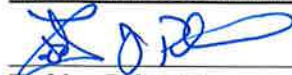
NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by July 1st, 2023 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 27th day of July, 2021.

OWNER:

THE VIERA COMPANY  
Todd J. Pokrywa, President

SURETY:

  
Christine Payne, Attorney-in-Fact

HARTFORD, CONN.





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christine Payne** of **ORLANDO**

**Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27<sup>th</sup>** day of **July**, **2021**.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# LAKE ANDREW DRIVE - SEGMENT F

## SECTIONS 27, 28, & 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST

### BREVARD COUNTY, FLORIDA

#### PLAT NOTES

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF LAKE ANDREW DRIVE, ACCORDING TO THE PLAT OF LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I, PHASE 1, AS RECORDED IN PLAT BOOK 68, PAGE 43, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA, BEING ASSUMED AS S89°19'47"E.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091(8).
- BREVARD COUNTY VERTICAL CONTROL MARK G6B61 IS LOCATED WITHIN THE VICINITY OF THIS PLAT BOUNDARY. FOR VERTICAL CONTROL DATA PLEASE CONTACT BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.

#### DESCRIPTION OF LAKE ANDREW-SEGMENT F

A PARCEL OF LAND LOCATED IN SECTIONS 27, 28 AND 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LAKE ANDREW DRIVE. A 150.00 FOOT WIDE PUBLIC RIGHT-OF-WAY ACCORDING TO THE PLAT OF LAKE ANDREW DRIVE - SEGMENT E AND PINEDA BOULEVARD SEGMENT I, PHASE 1 AS RECORDED IN PLAT BOOK 68, PAGE 43, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S89°19'47"E ALONG THE SOUTH BOUNDARY OF SAID LAKE ANDREW DRIVE. A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID LAKE ANDREW DRIVE; THENCE S00°40'13"W, A DISTANCE OF 658.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 23°10'56", A CHORD BEARING OF S12°15'42"W, AND A CHORD LENGTH OF 803.71 FEET), A DISTANCE OF 809.22 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHWEST; THENCE N66°08'50"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 150.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 1850.00 FEET, A CENTRAL ANGLE OF 23°10'56", A CHORD BEARING OF N12°15'42"E, AND A CHORD LENGTH OF 743.43 FEET), A DISTANCE OF 748.52 FEET TO THE END OF SAID CURVE; THENCE N00°40'13"E, A DISTANCE OF 658.59 FEET TO THE POINT OF BEGINNING, CONTAINING 4.95 ACRES, MORE OR LESS.

#### ABBREVIATIONS

MINUTES/FEET  
SECONDS/INCHES  
DEGREES  
AL ARC LENGTH  
BOC BEGINNING OF CURVE  
CB CHORD BEARING  
CH CHORD LENGTH  
CM CONCRETE MONUMENT  
DEL DELTA ANGLE  
E EAST / EASTING  
EOC END OF CURVE  
FD FOUND  
FT FEET  
ID# IDENTIFICATION NUMBER  
IRC IRON ROD AND CAP  
N NORTH / NORTHING  
N&D NAIL AND DISK  
NTI NON-TANGENT INTERSECTION

#### ABBREVIATIONS

NTL NON-TANGENT LINE  
NTS NOT TO SCALE  
OR/ORB OFFICIAL RECORDS BOOK  
PB PLAT BOOK  
PC POINT OF CURVATURE  
PCP PERMANENT CONTROL POINT  
PG(S) PAGE(S)  
PK PARKER-KALEN  
POB POINT OF BEGINNING  
P.S.E. PUBLIC SIDEWALK EASEMENT  
PT POINT OF TANGENCY  
R RADIUS/RIGHT  
R/W RIGHT-OF-WAY  
RGE RANGE  
S SOUTH  
SEC SECTION  
TWP TOWNSHIP  
W WEST

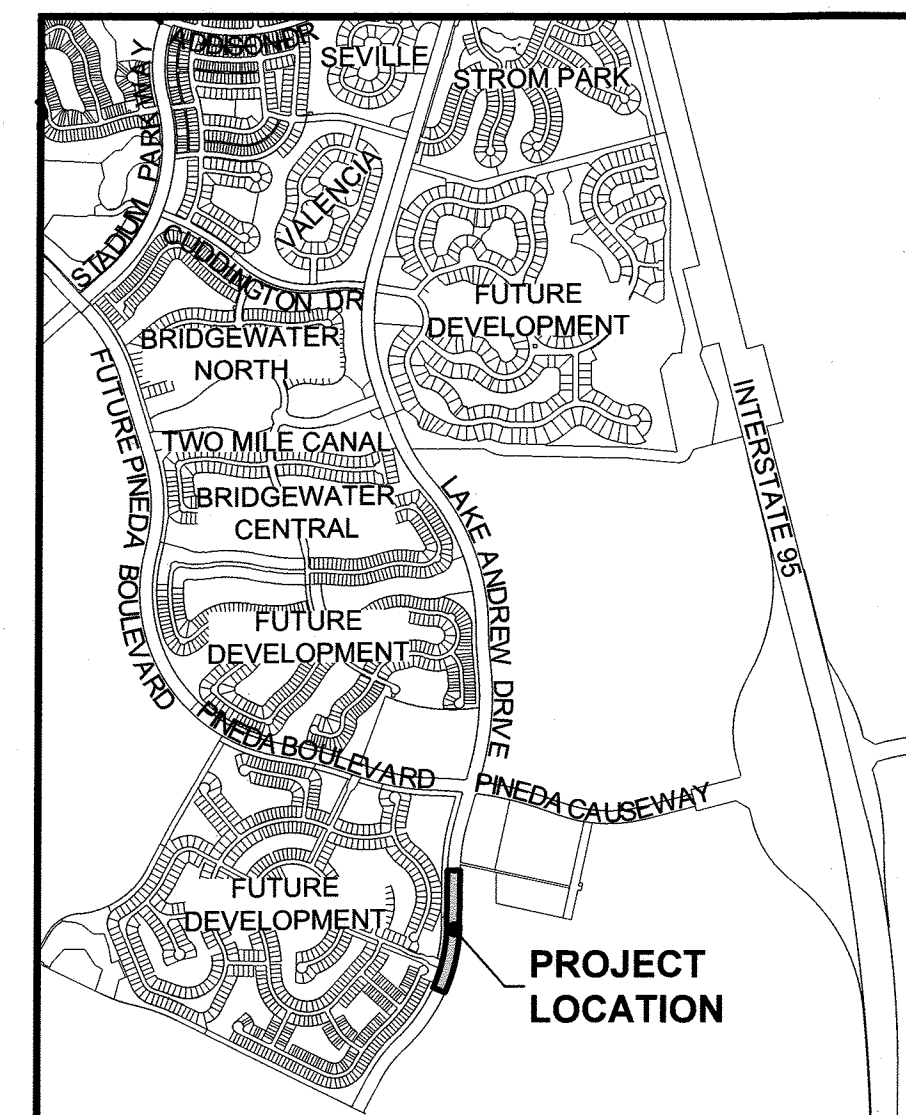
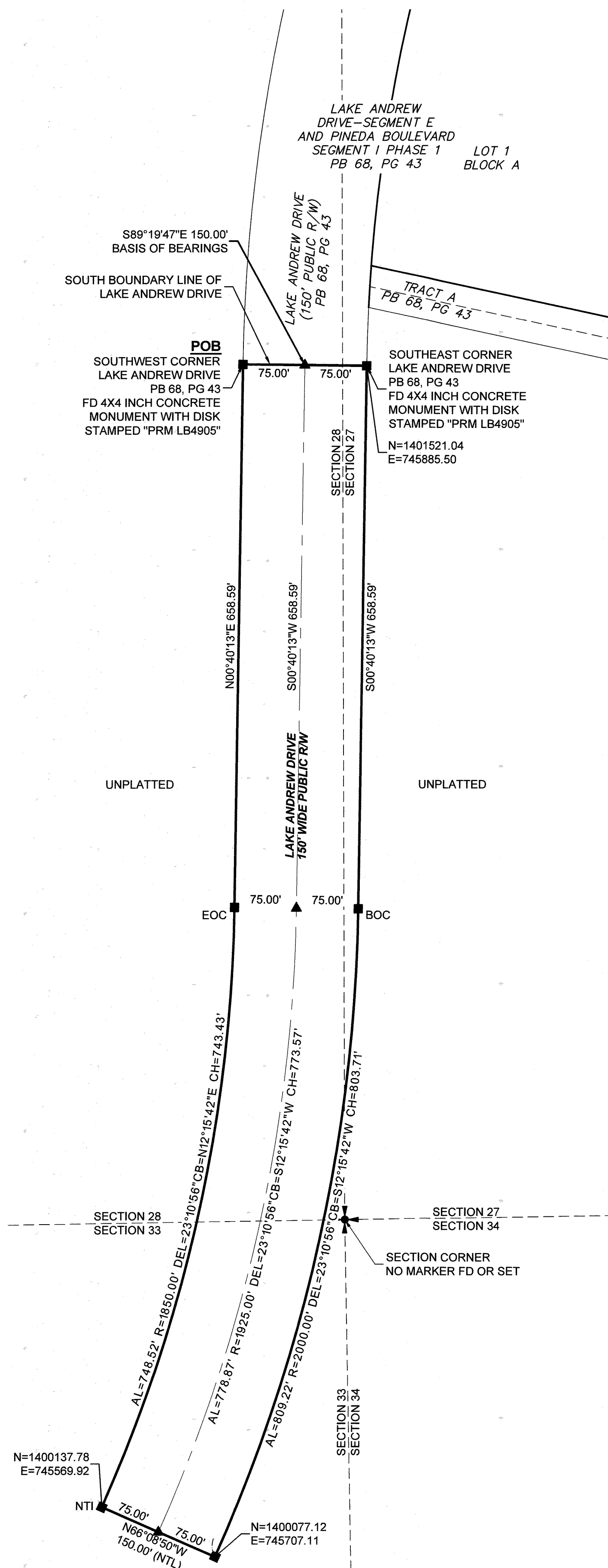
STATE PLANE COORDINATE NOTES:  
THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1999 (NAD83/99).

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 12/04/04. THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTECH SOLUTIONS VERSION 2.7. THE STATIONS SHOWN BELOW WERE HELD FIXED IN THE NETWORK ADJUSTMENT.

DESIGNATION	PID	NORTHING	N METERS	EASTING	E METERS	N. LATITUDE	W. LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE ANGLE
DURAN AZ MK 6	AK7519	1,426,329.224	434,746.017	738,933.411	225,227.354	28°15'26.19982"	080°44'34.43002"	0.99994903	(+ )0°07' 18.2"
BREVARD GPS 1090	AK7524	1,422,840.468	433,682.642	740,680.093	225,759.744	28°14'51.61826"	080°44'14.98184"	0.99994936	(+ )0°07' 27.3"
195 73A64	AK2846	1,416,452.318	431,735.530	746,854.0344	227,641.565	28°13'48.22765"	080°43'06.11244"	0.99995250	(+ )0°07' 59.6"

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTODESK LAND DEVELOPMENT DESKTOP. A PROJECT SCALE FACTOR OF 0.99995030 WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



LOCATION MAP  
N.T.S.

#### SURVEY SYMBOL LEGEND



SECTION CORNER, MARKED AS NOTED



PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED.



PERMANENT CONTROL POINT (PCP); SET MAG NAIL & DISK, STAMPED "PCP LB4905", UNLESS OTHERWISE NOTED

ROAD PLAT BOOK \_\_, PAGE \_\_

SHEET 1 OF 1

SECTIONS 27, 28, & 33, TOWNSHIP 26 SOUTH, RANGE 36 EAST

#### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, The Viera Company, being the owner in fee simple of the lands described in

#### LAKE ANDREW DRIVE - SEGMENT F

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND HEREBY DEDICATES THE RIGHT-OF-WAY OF LAKE ANDREW DRIVE AS SHOWN HEREON TO BREVARD COUNTY FOR PUBLIC USE, INCLUDING WITHOUT LIMITATION, FOR ROADWAY, DRAINAGE, UTILITIES AND SIDEWALK USES AND ASSOCIATED PURPOSES.

By:   
President: Todd J. Pokrywa

Attest:   
Secretary: Jay A. Decator, III

THE VIERA COMPANY  
7380 MURRELL ROAD, SUITE 201  
MELBOURNE, FLORIDA 32940



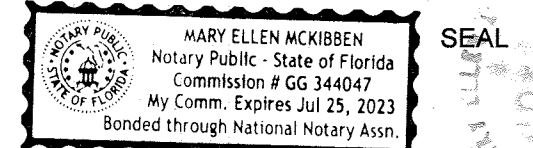
STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this July 6, 2021 by Todd J. Pokrywa and Jay A. Decator, III, respectively President and Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who are personally known to me ☒ or have produced ☐ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC

Mary Ellen McKibben  
Notary Public, State of Florida  
My Comm. Expires July 25, 2023  
Comm. No. GG344047



#### CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 04/07/2021 he completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and County Ordinance 62-2841 (c)(d) as amended, and that said lands are located in Brevard County, Florida.

E. E. HOWARD  
E.E. Consultants, Inc.  
312 South Harbor City Boulevard, Suite #4  
Melbourne, Fla. 32901  
Certificate of Authorization Number: LB-0004905

Registration Number 2611

#### CERTIFICATE OF COUNTY SURVEYOR

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes and County Ordinance 62-2841(c)(d) as amended.

Michael J. Sweeney, Professional Surveyor & Mapper No. 4870

#### CERTIFICATE OF ACCEPTANCE OF DEDICATION BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That the Board of County Commissioners hereby accepts the public right-of-way of Lake Andrew Drive; public drainage easements, public utility easements, and public sidewalk easements dedicated for the public use on this plat.

Rita Pritchett, Chair

ATTEST:

Clerk of the Board

#### CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on \_\_\_\_\_, the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

ATTEST:

Rita Pritchett, Chair

Clerk of the Board

#### CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on \_\_\_\_\_ at \_\_\_\_\_ File No. \_\_\_\_\_

Clerk of the Circuit Court in and for Brevard County, Fla.



B.S.E. CONSULTANTS, INC.  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
PHONE: (321) 725-3014 FAX: (321) 725-1154  
CERTIFICATE OF BUSINESS AUTHORIZATION, 4885  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION, LB0004905

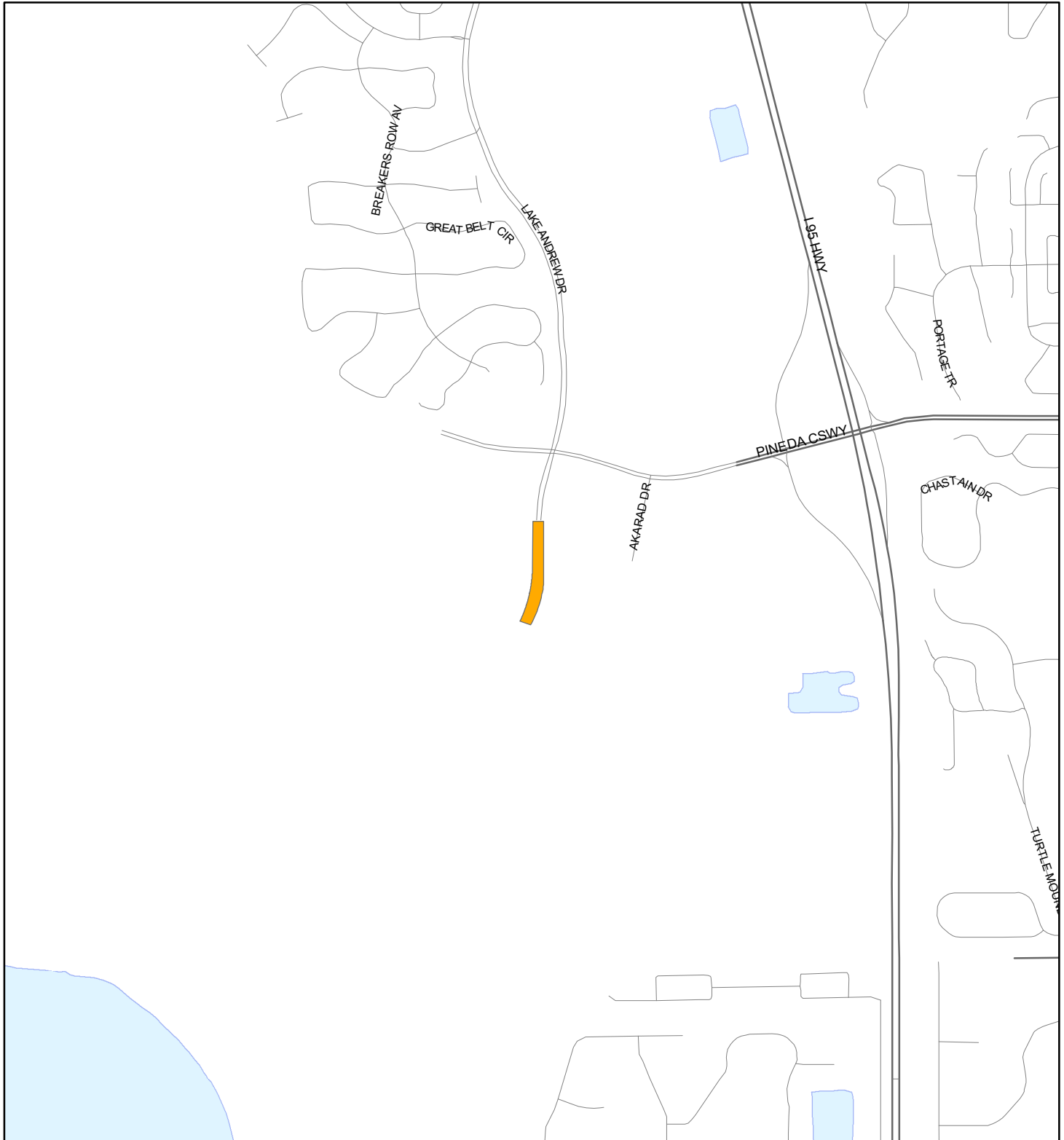
DATE: 04/08/2021  
DESIGN/DRAWN: HAK / EAK  
DRAWING# 1128405\_300\_001  
PROJECT# 11284.05

- THIS PLAT PREPARED BY -

# LOCATION MAP

LAKE ANDREW DRIVE - SECTION F

21FM00006



1:24,000 or 1 inch = 2,000 feet

 Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/1/2021



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.2.

8/3/2021

---

### Subject:

Final Plat and Contract Approval, Re: Viera Village Center II  
Developer: The Viera Company District 4

### Fiscal Impact:

None

### Dept/Office:

Planning and Development

### Requested Action:

In accordance with Section 62-2841(i) and Section 62-2844, it is requested that the Board of County Commissioners grant final plat approval and authorize the Chair to sign the final plat and contract for Viera Village Center II.

### Summary Explanation and Background:

There are three stages of review for subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project was held on March 4, 2021. The preliminary plat and final engineering plans, which is the second stage of approval, was approved on May 21, 2021. The third stage of review is the final plat approval for recordation. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

Staff has reviewed the final plat and contract for the Viera Village Center II subdivision, and has determined that it is in compliance with the applicable ordinances.

Viera Village Center II is located within the Viera DRI, on the south side of Vidina Drive. The proposed subdivision contains two (2) lots and roadway on 6.94 acres.

This approval is subject to minor engineering changes as applicable. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 21FM00007, 21SD00002

Contact: Amanda Elmore, Assistant Director Ext. 58996

### Clerk to the Board Instructions:

Please have the contract signed and return the original and a certified copy to Planning and Development.

**Subdivision No.** 21SD00002 / 21FM00007 **Project Name** Viera Village Center II

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and The Viera Company, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number 21SD00002 / 21FM00007. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 1st day of July, 20 23.

4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$601,635.56. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
  - A. Vacate all or part of such recorded plat where improvements have not been completed in accordance with the plans and specifications,
  - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
  - C. Request the surety on said performance bond to complete such improvements, or
  - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL 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 Office and shall be retained by the PRINCIPAL for a period of three years after termination of this 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 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

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

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

\_\_\_\_\_  
Rita Pritchett, Chair

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

WITNESSES:

PRINCIPAL: The Viera Company

K.P. Prosser  
KAREN P. PROSSER

Todd J. Pokrywa  
Todd J. Pokrywa, as President

Mary Ellen Mckibben  
Mary Ellen Mckibben

7-6-21  
DATE



State of: Florida

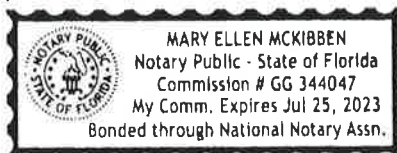
County of: Brevard

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of July, 2021, by Todd J. Pokrywa, Pres who is personally known to me ~~or who has produced~~ as identification and who ~~did~~ (did not) take an oath.

My commission expires:

S E A L

Commission Number:



Mary Ellen Mckibben  
Notary Public

Mary Ellen Mckibben  
Notary Name printed, typed or stamped



## SURETY PERFORMANCE BOND

## KNOW ALL MEN BY THESE PRESENTS:

That we, THE VIERA COMPANY, hereinafter referred to as "Owner" and, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$601,635.56 for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 3<sup>rd</sup> day of August, 2021, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by July 1st, 2023 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.

In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 27<sup>th</sup> day of July, 2021.

OWNER: THE VIERA COMPANY

  
Todd J. Pokrywa, President

SURETY:

  
Christine Payne, Attorney-in-Fact





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Christine Payne** of **ORLANDO**

**Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27** day of **July**, **2021**



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**





ATTEST: \_\_\_\_\_  
Clerk of the Circuit Court in and for Brevard County, Fla.

DATE: 04/07/2021  
DESIGN/DRAWN: HAK/EAK  
DRAWING# 1158001\_300\_00  
PROJECT# 11580.01

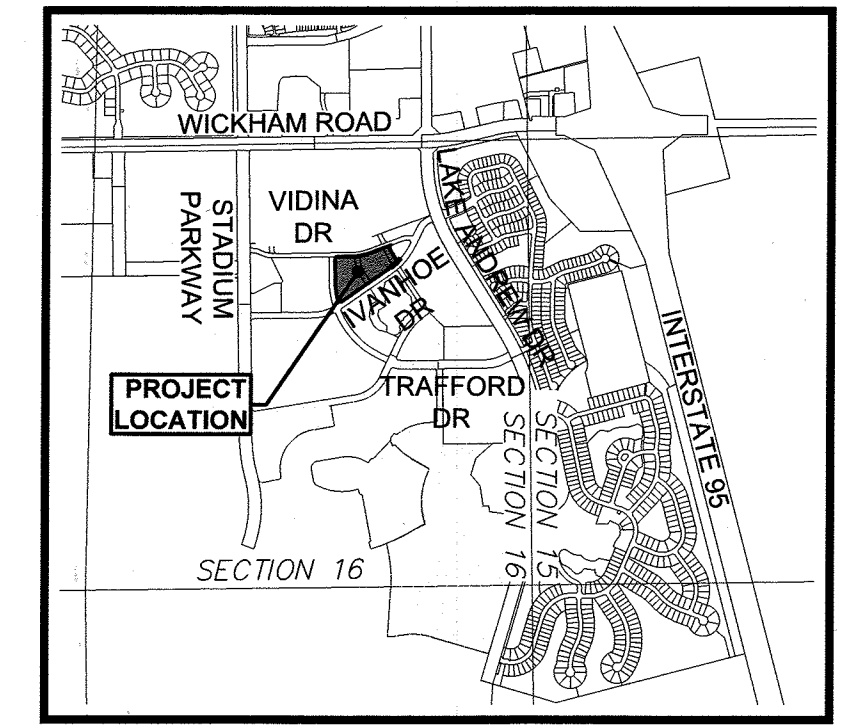


# VIERA VILLAGE CENTER II

## SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST

### BREVARD COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 2 OF 2  
SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST



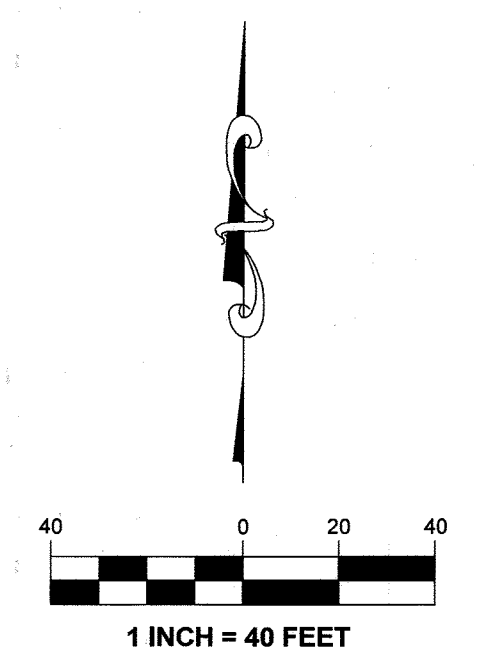
LOCATION MAP  
NTS

#### ABBREVIATIONS

MINUTES/FEET	
SECONDS/INCHES	
DEGREES	
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
CB	CHORD BEARING
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CCB	CIRCUIT COURT BOOK
DEL	CENTRAL/DELTA ANGLE
DE	PUBLIC DRAINAGE EASEMENT
E	EAST
EOC	END OF CURVE
EX	EXISTING
FD	FOUND
FT	FOOT/FEET
ID#	IDENTIFICATION NUMBER
N	NORTH
NTS	NOT TO SCALE
NTI	NON-TANGENT INTERSECTION
NTL	NON-TANGENT LINE
(NR)	NOT RADIAL
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PKD	PARKER-KALEN NAIL AND DISK
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
PRC	POINT OF REVERSE CURVATURE
R	RADIUS
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY
S	SOUTH
SSE	SANITARY SEWER EASEMENT
W	WEST

#### SURVEY SYMBOL LEGEND

- PERMANENT REFERENCE MONUMENT (PRM);  
FD 4X4 INCH CONCRETE MONUMENT WITH  
DISK STAMPED "PRM LB4905", UNLESS  
OTHERWISE NOTED.
- PERMANENT REFERENCE MONUMENT (PRM);  
FD 5/8" IRON ROD AND CAP STAMPED "PRM  
LB4905", UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP);  
SET MAG NAIL AND DISK STAMPED "PCP  
LB4905", UNLESS OTHERWISE NOTED



- THIS PLAT PREPARED BY -



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HAVEN CITY BOULEVARD, SUITE 400, MELBOURNE, FL 32901  
PHONE: (321) 725-2674 FAX: (321) 725-1153  
CERTIFICATE OF BUSINESS AUTHORIZATION: 8865  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB8000695

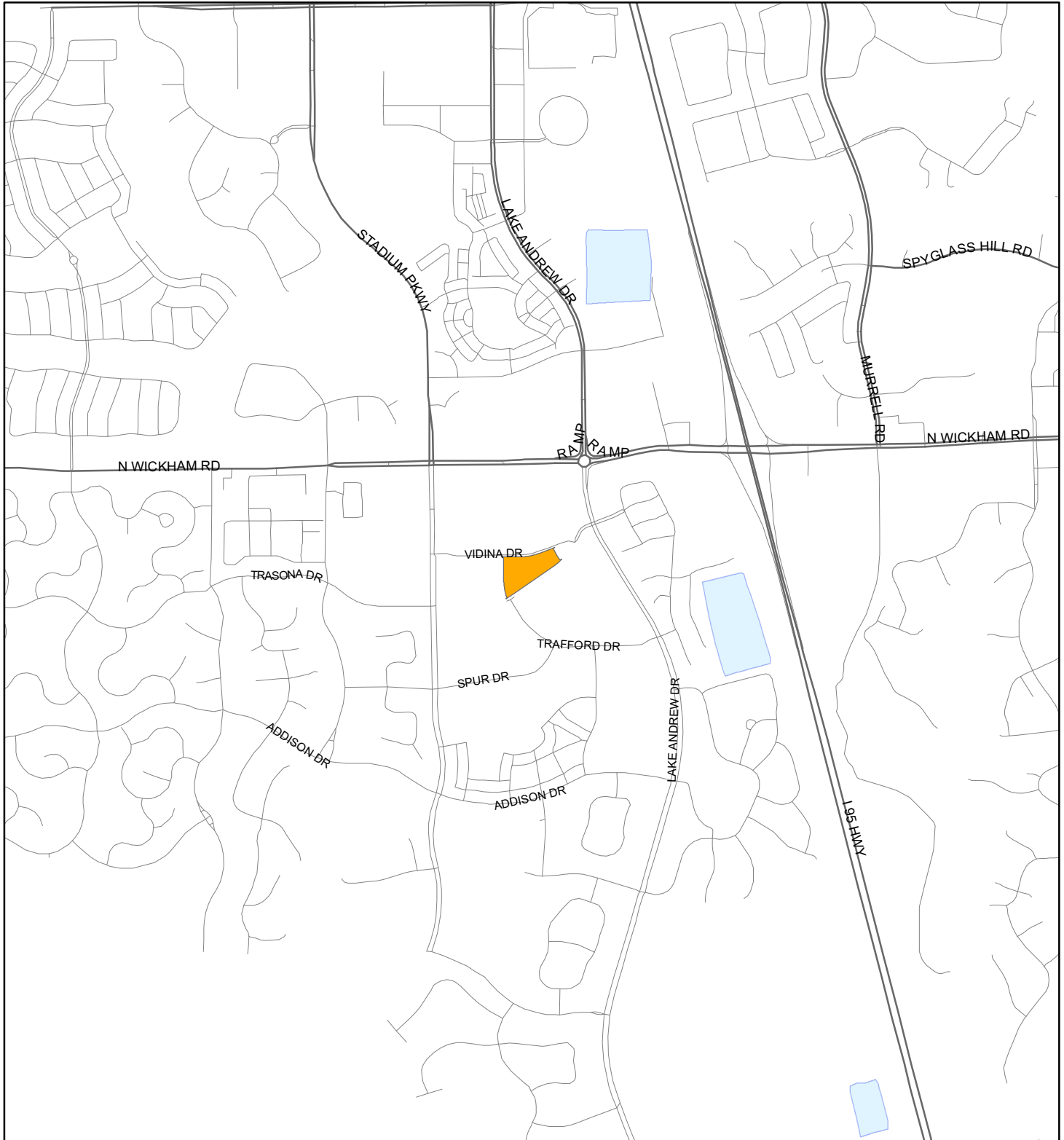
DATE: 04/07/2021  
DESIGN/DRAWN: HAK/EAK  
DRAWING# 1158001\_300\_001  
PROJECT# 11580.01

H:\Projects\Folder11580.01\Drawings\1158001\_300\_001.dwg, May 12, 2021 2:31:35 PM BK

# LOCATION MAP

VIERA VILLAGE CENTER II

21FM00007



1:24,000 or 1 inch = 2,000 feet

 Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/13/2021



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

---

F.3.

8/3/2021

---

### Subject:

Final Plat and Contract Approval, Re: Reeling Park South - Phase 3  
Developer: The Viera Company District 4

### Fiscal Impact:

None

### Dept/Office:

Planning and Development

### Requested Action:

In accordance with Section 62-2841(i) and Section 62-2844, it is requested that the Board of County Commissioners grant final plat approval and authorize the Chair to sign the final plat and contract for Reeling Park South - Phase 3.

### Summary Explanation and Background:

There are three stages of review for subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project was held on May 4, 2017. The preliminary plat and final engineering plans, which is the second stage of approval, was approved on June 7, 2018. The third stage of review is the final plat approval for recordation. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

Staff has reviewed the final plat and contract for the Reeling Park South - Phase 3 subdivision, and has determined that it is in compliance with the applicable ordinances.

Reeling Park South - Phase 3 is located within the Viera DRI, on the east side of Stadium Parkway, north of Cuddington Drive. The proposed subdivision contains 87 units on 26.59 acres.

This approval is subject to minor engineering changes as applicable. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 21FM00003, 17SD00012

Contact: Amanda Elmore, Assistant Director Ext. 58996

### Clerk to the Board Instructions:

Please have the contract signed and return the original and a certified copy to Planning and Development.

**Subdivision No.** 17SD00012 / 21FM00003 **Project Name** Reeling Park South at Addison Village - Phase 3

**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 3rd day of August 20 21, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and The Viera Company, hereinafter referred to as "PRINCIPAL."

**WITNESSETH:**

IN CONSIDERATION of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The PRINCIPAL agrees to construct the improvements described below:

and all other improvements depicted in subdivision number 17SD00012 / 21FM00003 A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

2. Principal agrees to construct the improvements strictly in accordance with the plans and specifications on file in the Land Development Division (which construction is hereinafter referred to as the "Work"). Such plans and specifications (hereinafter referred to as the "Plans") are hereby incorporated into this Agreement by reference and made a part hereof. Principal warrants to County that the Work will conform to the requirements of the Plans and other requirements specified in the County's approval of the Work. Principal also warrants to County that the Work will be free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered to be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this paragraph 2.

If within two (2) years after approval and acceptance of the improvements by County, any Work is found to be defective, Principal shall promptly, without cost to County, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Principal does not promptly comply with the terms of such instructions, County may elect any of the remedies provided for in paragraph 6 herein below. Corrective Work shall be warranted to be free from defects for a period of six (6) months. Any defect in such Work shall be corrected again by Principal promptly upon notice of the defect from County. In the event the maintenance bond given by Principal in connection with County's acceptance of the improvements is extended, the two (2) year warranty period provided for herein shall be extended for a like period.

To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted by County on behalf of Principal in the event Principal fails to perform its warranty obligations hereunder. Where warranties granted hereunder overlap, the more stringent requirement shall control."

3. The PRINCIPAL agrees to complete said construction on or before the 1st day of July, 20 23.



4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$2,499,617.89. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
  - A. Vacate all or part of such recorded plat where improvements have not been completed in accordance with the plans and specifications,
  - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
  - C. Request the surety on said performance bond to complete such improvements, or
  - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL 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 Office and shall be retained by the PRINCIPAL for a period of three years after termination of this 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 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

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

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

\_\_\_\_\_  
Rita Pritchett, Chair

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

WITNESSES:

PRINCIPAL: The Viera Company

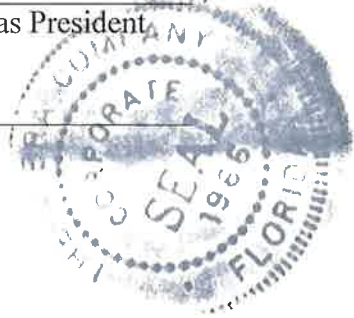
K.P. Fraser  
KAREN P. FRASER.

Todd J. Pokrywa  
Todd J. Pokrywa, as President

Mary Ellen McKibben  
Mary Ellen McKibben

DATE

7-6-21



State of: Florida

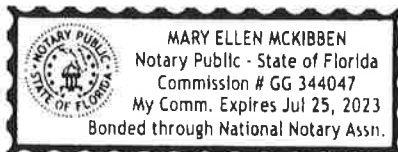
County of: Brevard

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of July, 2021, by Todd J. Pokrywa, Pres. who is personally known to me or who has produced \_\_\_\_\_ as identification and who ~~did~~ (did not) take an oath.

My commission expires:

S E A L

Commission Number:



Mary Ellen McKibben  
Notary Public

Mary Ellen McKibben  
Notary Name printed, typed or stamped



## SURETY PERFORMANCE BOND

## KNOW ALL MEN BY THESE PRESENTS:

That we, THE VIERA COMPANY, hereinafter referred to as "Owner" and, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, hereinafter referred to as "Surety", are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "County", in the sum of \$2,499,617.89 for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by July 1st, 2023 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

If the Owner shall be declared in default of said contract by the County, the Surety shall have sixty (60) days from the date of said default within which to take whatever action it deems necessary in order to insure performance. If, at the expiration of sixty (60) days from the date of said default, no arrangements have been made by the Owner or surety satisfactory to the County for the completion of said contract, then the County shall have the right to complete said contract and the Owner and Surety jointly and severally, shall pay all costs of completing said contract to the County, including but not limited to engineering, legal and other costs, together with any damages, either direct or consequential, which the County may sustain on account of the Owner's default of said contract. After the expiration of the aforesaid grace period, the County shall have the additional right to contract for the completion of said contract upon which the Owner has defaulted and upon the County's acceptance of the lowest responsible bid for the completion of said contract, the Owner and Surety shall become immediately liable for the amount of said bid and in the event the County is required to commence legal proceedings for the collection thereof, interest shall accrue at the rate of six percent (6%) per annum beginning with the commencement of such legal proceedings. The County, in its discretion, may permit the Surety to complete said contract, in the event of Owner's default.


In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

EXECUTED this 1st day of July, 2021.

OWNER:

THE VIERA COMPANY  
Todd J. Pokrywa, President

SURETY:

  
Christine Payne, Attorney-in-Fact



# REELING PARK SOUTH - PHASE 3

## SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

### BREVARD COUNTY, FLORIDA

**PLAT NOTES**

- BEARINGS SHOWN HEREON ARE BASED ON ASSUMED BEARING OF S10°48'03"W ON THE WEST LINE OF TRACT B3, ACCORDING TO THE PLAT OF VALENCIA AT ADDISON VILLAGE - PHASE 2, AS RECORDED IN PLAT BOOK 64, PAGE 38, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTE CHAPTER 177.091(7), 177.091(8) & 177.091(9).
- BREVARD COUNTY VERTICAL CONTROL MARK G6B60 IS LOCATED NEAR THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
- BREVARD COUNTY MANDATORY PLAT NOTES:
  - AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORM WATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE.
  - EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT OF THE FAILURE OF THE HOMEOWNERS' ASSOCIATION TO MAINTAIN PROPERLY THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE REGULATIONS. AN EASEMENT TO THE COMMON AREA MUST BE GRANTED TO BREVARD COUNTY PRIOR TO ESTABLISHMENT OF AN MSBU.
  - ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN.
- THE LANDS PLATTED HEREUNDER ARE SUBJECT TO THE FOLLOWING:
  - DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY RECORDED JULY 25, 1994 IN OFFICIAL RECORDS BOOK 3409, PAGE 624, AS AMENDED AND MODIFIED BY THAT CERTAIN SUPPLEMENTAL DECLARATION AND FOURTEENTH AMENDMENT TO THE DECLARATION AND ANNEXATION AGREEMENT NUMBER SIXTY-FOUR RECORDED IN OFFICIAL RECORDS BOOK 6871, PAGE 630, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
  - DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR REELING PARK SOUTH NEIGHBORHOOD AREA RECORDED IN OFFICIAL RECORDS BOOK 8691, PAGE 2106, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME (HEREAFTER REFERRED TO AS THE "NEIGHBORHOOD DECLARATION").
  - NOTICE OF CREATION AND ESTABLISHMENT OF THE VIERA STEWARDSHIP DISTRICT DATED AUGUST 8, 2006, AS RECORDED IN OFFICIAL RECORDS BOOK 5683, PAGE 2029, AS AMENDED BY THAT CERTAIN AMENDED NOTICE RECORDED IN OFFICIAL RECORDS BOOK 6081, PAGE 1354, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
  - DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY VIERA STEWARDSHIP DISTRICT DATED MAY 1, 2013 AS RECORDED IN OFFICIAL RECORDS BOOK 6879, PAGE 1970, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
  - DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ADDISON VILLAGE CLUB RECORDED IN OFFICIAL RECORDS BOOK 7797, PAGE 2722, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE FURTHER AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THERE IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ABUTTING AND COINCIDENT WITH THE PUBLIC STREET RIGHTS-OF-WAY, A 5' WIDE PERPETUAL PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED), FOR PURPOSES OF THIS PLAT, THE TERM PUBLIC AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO., BELLSOUTH TELECOMMUNICATIONS, LLC, PIVOTAL UTILITY HOLDINGS, INC. D/B/A FLORIDA CITY GAS, AND CV OF VIERA LLP, (A CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDER).
- A 5' WIDE PRIVATE NONEXCLUSIVE DRAINAGE EASEMENT IS HEREBY GRANTED TO REELING PARK SOUTH NEIGHBORHOOD ASSOCIATION, INC. ALONG SIDE LOT LINES FOR LOTS 1-44, BLOCK KK, LOTS 1-10, BLOCK JJ, AND LOTS 1-6, BLOCK II AND INCLUDES THE RIGHT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN CONNECTION THEREWITH, FOR THE INSTALLATION AND MAINTENANCE OF A DRAINAGE SWALE CONFORMING TO THE SUBDIVISION DESIGN APPROVED BY BREVARD COUNTY. SUCH SWALES SHALL BE PART OF THE NEIGHBORHOOD DRAINAGE SYSTEM (AS SUCH TERM IS DEFINED IN THE NEIGHBORHOOD DECLARATION REFERENCED IN PLAT NOTE 6(B) ABOVE) AND MAINTAINED IN ACCORDANCE WITH THE NEIGHBORHOOD DECLARATION. TO FACILITATE THE EFFECTIVE MAINTENANCE OF SIDE YARD SWALES, THE PLANTING OF TREES, SHRUBBERY OR LANDSCAPING (OTHER THAN SOD) WITHIN THE EASEMENT AREAS REFERENCED IN THIS PLAT NOTE IS PROHIBITED. ALL OTHER PRIVATE DRAINAGE EASEMENTS SHOWN HEREON ARE GRANTED TO THE VIERA STEWARDSHIP DISTRICT AS PROVIDED HEREON.
- LOTS 1-7 BLOCK FF, LOTS 1-16, BLOCK GG AND LOTS 1-4, BLOCK HH SHOWN HEREON ARE SUBJECT TO A 5' PRIVATE EASEMENT FOR ROOF OVERHANG AND OTHER ENCROACHMENTS AND DRAINAGE IN FAVOR OF REELING PARK SOUTH NEIGHBORHOOD ASSOCIATION, INC. AND APPURTENANT TO THE LOT OF WHICH THE ENCROACHMENTS ARE A PART, ON THE NON-ZERO SIDE LOT LINE OF THE SERVICENT LOT AS DESCRIBED IN THE DECLARATION FOR REELING PARK SOUTH NEIGHBORHOOD AREA REFERENCED IN THIS PLAT AND AS SHOWN ON SHEET 6 HEREOF.
- THE VIERA STEWARDSHIP DISTRICT IS GRANTED A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, ACROSS AND THROUGH TRACTS G, I, OSN3-23, OSN3-25 AND OSN3-26 FOR THE INSTALLATION, CONSTRUCTION, REPAIR, RECONSTRUCTION, USE, MAINTENANCE, IMPROVEMENT AND INSPECTION OF PROJECT STORMWATER DRAINAGE FACILITIES AND RELATED IMPROVEMENTS COMPRISING THE VSD DRAINAGE SYSTEM (AS SUCH TERM IS DEFINED IN THE NEIGHBORHOOD DECLARATION); TOGETHER WITH THE RIGHT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER AND ACROSS SUCH TRACTS IN CONNECTION THEREWITH (INCLUDING WITHOUT LIMITATION THE PRIVATE ALLEY IMPROVEMENTS LOCATED ON TRACT G), TO FACILITATE THE CONTROL, OPERATION AND MAINTENANCE OF ALL VSD DRAINAGE SYSTEM FACILITIES LOCATED THEREON BY THE VIERA STEWARDSHIP DISTRICT.
- TRACT I SHALL BE OWNED BY REELING PARK SOUTH NEIGHBORHOOD ASSOCIATION, INC. AND IS RESERVED FOR LANDSCAPING, IRRIGATION FACILITIES, VSD DRAINAGE SYSTEM FACILITIES AND RELATED IMPROVEMENTS. REELING PARK SOUTH NEIGHBORHOOD ASSOCIATION, INC. SHALL OPERATE AND MAINTAIN ALL IMPROVEMENTS LOCATED ON TRACT I AS PROVIDED IN THIS PLAT OR OTHER INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXCEPT AND EXCLUDING VSD DRAINAGE SYSTEM FACILITIES AND RELATED IMPROVEMENTS LOCATED THEREON WHICH SHALL BE CONTROLLED, OPERATED AND MAINTAINED BY THE VIERA STEWARDSHIP DISTRICT PURSUANT TO THE EASEMENTS GRANTED TO THE DISTRICT UNDER THIS PLAT.
- TRACT G COMPRISING THE PRIVATE RIGHT-OF-WAY FOR DALKALA ALLEY SHALL BE OWNED AND MAINTAINED BY REELING PARK SOUTH NEIGHBORHOOD ASSOCIATION, INC. INCLUDING WITHOUT LIMITATION ALL PRIVATE ALLEY IMPROVEMENTS LOCATED THEREON. SUCH ASSOCIATION IS HEREBY GRANTED THE RIGHT TO DISCHARGE STORMWATER DRAINAGE FROM SUCH PRIVATE ALLEY IMPROVEMENTS INTO AND THROUGH THE PRIVATE DRAINAGE EASEMENTS GRANTED TO THE VIERA STEWARDSHIP DISTRICT HEREUNDER. TO THE EXTENT THAT ANY DRAINAGE PIPES OR STRUCTURES ASSOCIATED WITH SUCH PRIVATE DRAINAGE EASEMENTS ARE ALSO WITHIN TRACT G AND RECEIVE STORMWATER DRAINAGE FROM TRACT G, REELING PARK SOUTH NEIGHBORHOOD ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTAINING SUCH DRAINAGE PIPES AND STRUCTURES LOCATED WITHIN TRACT G.
- TRACTS OSN3-23, OSN3-25 AND OSN3-26 SHALL BE OWNED BY REELING PARK SOUTH NEIGHBORHOOD ASSOCIATION, INC. AND ARE RESERVED FOR OPEN SPACE, SIDEWALKS, TRAILS, SIGNAGE, LANDSCAPING, IRRIGATION FACILITIES, UTILITIES, VSD DRAINAGE SYSTEM FACILITIES AND RELATED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, A SHARED USE TRAIL OR PEDWAY. REELING PARK SOUTH NEIGHBORHOOD ASSOCIATION, INC. SHALL OPERATE AND MAINTAIN ALL IMPROVEMENTS ON THE AFORESAID TRACTS AS PROVIDED IN THIS PLAT OR OTHER INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXCEPT AND EXCLUDING VSD DRAINAGE SYSTEM FACILITIES AND RELATED IMPROVEMENTS LOCATED THEREON WHICH SHALL BE CONTROLLED, OPERATED AND MAINTAINED BY THE VIERA STEWARDSHIP DISTRICT PURSUANT TO THE EASEMENTS GRANTED TO THE DISTRICT UNDER THIS PLAT.
- THE PRIVATE DRAINAGE EASEMENTS SHOWN ON LOT 16, BLOCK GG; LOTS 2 AND 3, BLOCK II; LOTS 5 AND 6, BLOCK JJ AND LOTS 3 AND 4, 18 AND 19, 21 AND 22, 26 AND 27, 40 AND 41, BLOCK KK; ARE NONEXCLUSIVE AND GRANTED TO THE VIERA STEWARDSHIP DISTRICT IN PERPETUITY FOR THE INSTALLATION, CONSTRUCTION, USE, MAINTENANCE, REPAIR, RECONSTRUCTION, IMPROVEMENT AND INSPECTION, MAINTENANCE AND REPAIR OF DRAINAGE IMPROVEMENTS COMPRISING THE VSD DRAINAGE SYSTEM; TOGETHER WITH THE RIGHT OF VEHICULAR AND PEDESTRIAN ACCESS OVER AND ACROSS SUCH EASEMENT AREAS IN CONNECTION THEREWITH, NO FENCES, TREES, LANDSCAPING (OTHER THAN SOD), POOLS, PATIOS, ENCLOSURES, SLABS, POOL PUMPS, COMPRESSORS AND OTHER IMPROVEMENTS MAY BE INSTALLED OR CONSTRUCTED WITHIN SUCH EASEMENT AREAS. WITHOUT LIMITING THE FOREGOING SENTENCE, THE PLANTING OF ANY TREE OR SHRUB WITHIN THE DRAINAGE AND ACCESS EASEMENTS REFERENCED IN THIS NOTE IS PROHIBITED.
- ALL DRAINAGE EASEMENTS DESCRIBED HEREON SHALL BE PRIVATE EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREON. BREVARD COUNTY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RESTORATION OF ANY STORM PIPES, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF ANY SUCH PRIVATE DRAINAGE EASEMENT. AND SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF THE VIERA STEWARDSHIP DISTRICT WITH RESPECT TO THE VSD DRAINAGE SYSTEM AND REELING PARK SOUTH NEIGHBORHOOD ASSOCIATION, INC. WITH RESPECT TO THE NEIGHBORHOOD DRAINAGE SYSTEM. BREVARD COUNTY IS HEREBY GRANTED THE RIGHT TO DISCHARGE STORMWATER DRAINAGE FROM ALL PUBLIC RIGHT-OF-WAYS WITHIN OR ADJOINING THE LIMITS OF THIS PLAT INTO AND THROUGH SUCH PRIVATE DRAINAGE EASEMENTS AND, NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT ANY DRAINAGE PIPES OR STRUCTURES ASSOCIATED WITH SUCH PRIVATE DRAINAGE EASEMENTS ARE ALSO WITHIN THE RIGHT-OF-WAY OF THE PUBLIC STREET DRAINING INTO SUCH EASEMENT IMPROVEMENTS, BREVARD COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ONLY THOSE DRAINAGE PIPES AND STRUCTURES LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY.
- LOTS AND TRACTS ABUTTING ANY EXISTING STORM WATER LAKE AND TRACT, OR FLOW WAYS, WETLANDS OR ANY OTHER STORM WATER MANAGEMENT FACILITIES CONSTRUCTED SUBSEQUENT TO THIS PLAT SHALL NOT HAVE RIPARIAN RIGHTS WITH RESPECT TO ANY SUCH LAKE, TRACT OR DRAINAGE FACILITIES, INCLUDING WITHOUT LIMITATION, ANY DRAINAGE PONDS OR LAKES, DRAINAGE STRUCTURES OR AQUATIC LANDSCAPE FEATURES WHICH MAY BE CONSTRUCTED AS PART OF SAID FACILITIES.
- A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY, CITY OF COCOA, AND PRIVATE AND PUBLIC UTILITY COMPANIES OVER, UNDER, AND ACROSS TRACT G FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND IMPROVEMENT OF UTILITIES AND RELATED IMPROVEMENTS, TOGETHER WITH THE RIGHT OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN CONNECTION THEREWITH.
- A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE VIERA STEWARDSHIP DISTRICT AND ITS DESIGNEES OVER AND ACROSS TRACT G AND THE PRIVATE STREET IMPROVEMENTS LOCATED THEREON FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN CONNECTION WITH THE CONSTRUCTION, INSTALLATION, REPAIR, RECONSTRUCTION, USE, MAINTENANCE, IMPROVEMENT AND INSPECTION OF VSD DRAINAGE SYSTEM FACILITIES, STREET LIGHTING, AND RELATED IMPROVEMENTS.
- A PERPETUAL NON-EXCLUSIVE EASEMENT IS HEREBY GRANTED TO THE CENTRAL VIERA COMMUNITY ASSOCIATION, INC. OVER AND ACROSS TRACT G AND THE PRIVATE STREET IMPROVEMENTS LOCATED THEREON FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN CONNECTION WITH OFFICIAL BUSINESS PERFORMED IN ACCORDANCE WITH THE CENTRAL VIERA COMMUNITY ASSOCIATION DECLARATION REFERENCED IN THIS PLAT.

**STATE PLANE COORDINATE NOTES:**

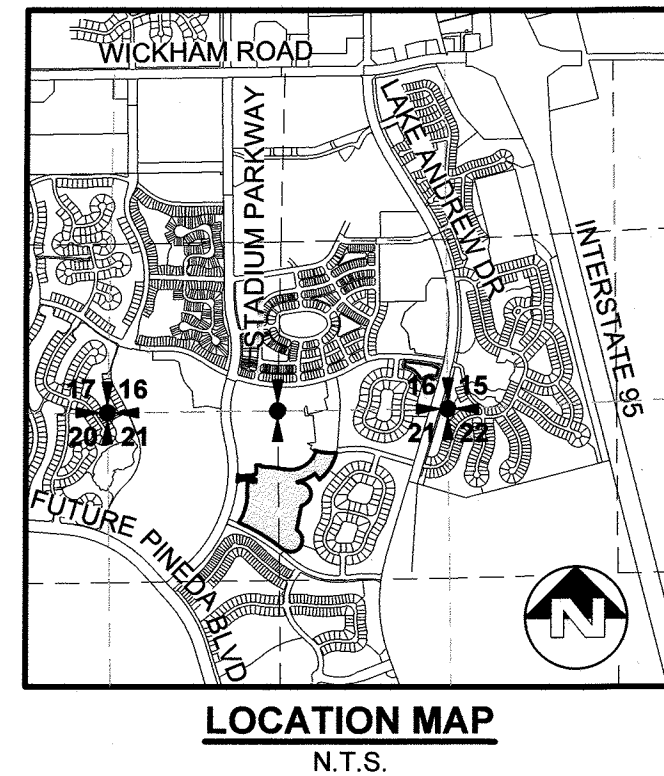
THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1999 (NAD83/99).

A GPS CONTROL SURVEY UTILIZING THREE ASHTECH PROMARK 2 GPS RECEIVERS WAS PERFORMED ON 12/04/04. THE NETWORK VECTOR DATA WAS ADJUSTED BY LEAST SQUARES METHOD UTILIZING ASHTECH SOLUTIONS VERSION 2.7. THE STATIONS SHOWN BELOW WERE HELD FIXED IN THE NETWORK ADJUSTMENT.

DESIGNATION	PID	NORTHING	N METERS	EASTING	E METERS	N. LATITUDE	W. LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE ANGLE
DURAN AZ MK 6	AK7519	1,426,329.224	434,746.017	738,933.411	225,227.354	28°15'26.19882"	080°44'34.43002"	0.99994903	(+0°)07' 18.2"
BREVARD GPS 1090	AK7524	1,422,840.468	433,682.642	740,680.093	225,759.744	28°14'51.61826"	080°44'14.98184"	0.99994936	(+0°)07' 27.3"
I 95 73A64	AK2846	1,416,452.318	431,735.530	746,854.0344	227,641.565	28°13'48.22765"	080°43'06.11244"	0.99995250	(+0°)07' 59.6"

THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING SECTION CORNERS WERE COMPUTED USING AUTODESK LAND DEVELOPMENT DESKTOP. A PROJECT SCALE FACTOR OF 0.99995030 WAS USED TO CONVERT GROUND DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO CONVERT THE GROUND DISTANCE TO GRID DISTANCE. ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

**NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.**

**DESCRIPTION**

A PARCEL OF LAND IN SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT B4, VALENCIA AT ADDISON VILLAGE - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGE 57, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND RUN SOUTHWESTERLY, ALONG THE ARC OF THE CURVED WEST BOUNDARY LINE OF SAID VALENCIA AT ADDISON VILLAGE - PHASE 1, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 38°21'47", A CHORD BEARING OF S31°52'41"W, AND A CHORD LENGTH OF 486.27 FEET), A DISTANCE OF 495.48 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHWEST, SAID POINT BEING ON THE WEST BOUNDARY LINE OF TRACT B3, ACCORDING TO THE PLAT OF VALENCIA AT ADDISON VILLAGE - PHASE 2, AS RECORDED IN PLAT BOOK 64, PAGE 38, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID POINT ALSO BEING A POINT ON THE WEST BOUNDARY LINE OF SAID VALENCIA AT ADDISON VILLAGE - PHASE 2); THENCE ALONG THE WEST BOUNDARY LINE OF SAID VALENCIA AT ADDISON VILLAGE - PHASE 2 THE FOLLOWING FIVE (5) COURSES AND DISTANCES, 1) THENCE N38°59'26"W ALONG SAID NON-TANGENT LINE, A DISTANCE OF 120.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 620.00 FEET, A CENTRAL ANGLE OF 28°35'12", A CHORD BEARING OF S65°21'10"W, AND A CHORD LENGTH OF 306.14 FEET), A DISTANCE OF 309.34 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTH; 3) THENCE S10°21'14"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 10.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 180°57'32", A CHORD BEARING OF S09°52'28"W, AND A CHORD LENGTH OF 369.99 FEET), A DISTANCE OF 584.29 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTH; 5) THENCE S10°48'03"W ALONG SAID NON-TANGENT LINE, A DISTANCE OF 384.06 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 180°57'32", A CHORD BEARING OF S32°02'28"W, AND A CHORD LENGTH OF 369.99 FEET), A DISTANCE OF 584.29 FEET TO THE NORTHEAST CORNER OF TRACT OSN3-27, REELING PARK SOUTH - PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 2, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG THE ARC OF SAID CURVE AND ALONG THE BOUNDARY LINE OF SAID REELING PARK SOUTH - PHASE 1, THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES, 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 06°03'27", A CHORD BEARING OF N54°27'02"W, AND A CHORD LENGTH OF 19.55 FEET), A DISTANCE OF 19.55 FEET TO A POINT OF REVERSE CURVATURE; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 3050.00 FEET, A CENTRAL ANGLE OF 15°14'50", A CHORD BEARING OF N59°02'44"W, AND A CHORD LENGTH OF 809.25 FEET), A DISTANCE OF 811.64 FEET TO A CUSP OF CURVE; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 843.00 FEET, A CENTRAL ANGLE OF 31°10'12", A CHORD BEARING OF N16°58'23"E, AND A CHORD LENGTH OF 452.98 FEET), A DISTANCE OF 458.61 FEET TO THE END OF SAID CURVE; 4) THENCE N01°23'17"E, A DISTANCE OF 208.48 FEET, 5) THENCE S08°38'45"E, A DISTANCE OF 127.00 FEET, 6) THENCE N01°23'17"E, A DISTANCE OF 18.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 7) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°33'08", A CHORD BEARING OF N45°23'17"W, AND A CHORD LENGTH OF 36.43 FEET), A DISTANCE OF 40.82 FEET TO A POINT OF COMPOUND CURVATURE; 8) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 1775.00 FEET, A CENTRAL ANGLE OF 05°07'40", A CHORD BEARING OF S85°16'19"W, AND A CHORD LENGTH OF 158.81 FEET), A DISTANCE OF 158.86 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; 9) THENCE S77°43'02"W ALONG SAID NON-TANGENT LINE, A DISTANCE OF 39.51 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; 10) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 1772.00 FEET, A CENTRAL ANGLE OF 01°29'02", A CHORD BEARING OF S80°41'35"W, AND A CHORD LENGTH OF 45.88 FEET), A DISTANCE OF 45.90 FEET TO A POINT OF COMPOUND CURVATURE; 11) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 75°06'22", A CHORD BEARING OF S42°23'53"W, AND A CHORD LENGTH OF 30.47 FEET), A DISTANCE OF 32.77 FEET TO A CUSP OF CURVE, (SAID POINT ALSO BEING A POINT ON THE CURVED EASTERLY RIGHT-OF-WAY LINE OF STADIUM PARKWAY, ACCORDING TO THE ROAD PLAT OF STADIUM PARKWAY SOUTH EXTENSION - PHASE 2, AS RECORDED IN ROAD PLAT BOOK 4, PAGE 66, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 2125.00 FEET, A CENTRAL ANGLE OF 38°55'56", A CHORD BEARING OF N03°18'00"E, AND A CHORD LENGTH OF 114.59 FEET), A DISTANCE OF 114.60 FEET TO A CUSP OF CURVE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 100°58'45", A CHORD BEARING OF S48°45'05"E, AND A CHORD LENGTH OF 38.58 FEET), A DISTANCE OF 44.06 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 1635.00 FEET, A CENTRAL ANGLE OF 07°17'51", A CHORD BEARING OF N44°25'28"E, AND A CHORD LENGTH OF 233.56 FEET), A DISTANCE OF 233.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°02'38", A CHORD BEARING OF N44°33'04"E, AND A CHORD LENGTH OF 34.43 FEET), A DISTANCE OF 37.98 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 2410.00 FEET, A CENTRAL ANGLE OF 03°02'10", A CHORD BEARING OF N00°29'20"W, AND A CHORD LENGTH OF 127.69 FEET), A DISTANCE OF 127.71 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE EAST; THENCE N87°59'35"E ALONG SAID NON-TANGENT LINE, A DISTANCE OF 65.00 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°30'58", A CHORD BEARING OF S45°15'53"E, AND A CHORD LENGTH OF 34.28 FEET), A DISTANCE OF 37.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 1665.00 FEET, A CENTRAL ANGLE OF 10°29'32", A CHORD BEARING OF S81°16'35"E, AND A CHORD LENGTH OF 269.34 FEET), A DISTANCE OF 359.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 80°25'16", A CHORD BEARING OF N61°45'33"E, AND A CHORD LENGTH OF 548.76 FEET), A DISTANCE OF 596.54 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94°02'25", A CHORD BEARING OF N25°28'17"W, AND A CHORD LENGTH OF 36.58 FEET), A DISTANCE OF 41.03 FEET TO A CUSP OF CURVE, (SAID POINT ALSO BEING A POINT ON THE CURVED SOUTH RIGHT-OF-WAY LINE OF RIBERA DRIVE ACCORDING TO THE PLAT OF REELING PARK SOUTH - PHASE 2, AS RECORDED IN PLAT BOOK 68, PAGE 20, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF 16°39'11", A CHORD BEARING OF S81°49'05"E, AND A CHORD LENGTH OF 291.71 FEET), A DISTANCE OF 293.00 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 1840.00 FEET, A CENTRAL ANGLE OF 01°52'26", A CHORD BEARING OF N87°55'06"E, AND A CHORD LENGTH OF 53.64 FEET), A DISTANCE OF 53.64 FEET TO THE POINT OF BEGINNING. CONTAINING 26.59 ACRES, MORE OR LESS

- THIS PLAT PREPARED BY -



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
191 SOUTH HARBOR CITY BOULEVARD, SUITE 400, MELBOURNE, FL 32901  
PHONE: (321) 735-8174 FAX: (321) 735-1199  
CERTIFICATE OF BUSINESS AUTHORITY: 11335905\_304\_001  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: 14000455

DATE: 6/9/2021  
DESIGN/DRAWN: LEH/RMB  
DRAWING# 1135905\_304\_001  
PROJECT# 11359.05

PLAT BOOK \_\_\_, PAGE \_\_

SHEET 1 OF 6  
SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

**DEDICATION**

ALL MEN BY THESE PRESENTS, The Viera Company, being the owner in fee simple of the lands described in

**REELING PARK SOUTH - PHASE 3**

Hereby dedicates said lands and plat for the uses and purposes herein expressed and hereby dedicates the public right-of-ways of Allure Drive, Lyside Drive, Donovan Court and Pescara Court, and public utility easements shown hereon to Brevard County for public use. No other easements are hereby dedicated or granted to the public, except as otherwise expressly provided in the Plat Notes, it being the intention of the undersigned that all other easements and tracts shown hereon be owned and maintained privately or by the Viera Stewardship District as described hereon and that Brevard County and the public have no right or interest therein.

By:   
President: Todd J. Pokrywa

Attest:   
Secretary: Jay A. Decator, III

THE VIERA COMPANY  
7380 MURRELL ROAD, SUITE 201  
MELBOURNE, FLORIDA 32940

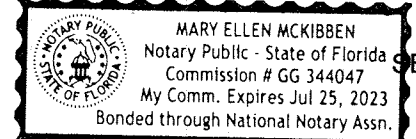
STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this July 6, 2021 by Todd J. Pokrywa and Jay A. Decator, III, respectively President and Secretary of the above named corporation incorporated under the laws of State of Florida, on behalf of the company, who are personally known to me ☒ or have produced ☐ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC

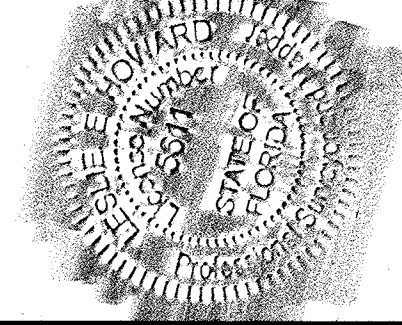
Mary Ellen McKibben  
Notary Public, State of Florida  
My Comm. Expires July 25, 2023  
Comm. No. G6344047

**CERTIFICATE OF SURVEYOR**

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 09/08/2020 he completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and County Ordinance 62-2841 (c)(d) as amended, and that said lands are located in Brevard County, Florida.

Registration Number 5611

Michael J. Sweeney  
B.S.E. Consultants, Inc.  
312 South Harbor City Boulevard, Suite #4  
Melbourne, Fla. 32901  
Certificate of Authorization Number: LB-0004905

**CERTIFICATE OF COUNTY SURVEYOR**

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes and County Ordinance 62-2841(c)(d) as amended.

Michael J. Sweeney, Professional Surveyor & Mapper No. 4870

**CERTIFICATE OF ACCEPTANCE OF DEDICATION  
BY BOARD OF COUNTY COMMISSIONERS**

THIS IS TO CERTIFY, That the Board of County Commissioners hereby accepts public right-of-ways of Allure Drive, Lyside Drive, Donovan Court and Pescara Court, and public utility easements dedicated for public use on this plat.

Rita Pritchett, Chair

ATTEST: Clerk of the Board

**CERTIFICATE OF APPROVAL  
BY BOARD OF COUNTY COMMISSIONERS**

THIS IS TO CERTIFY, That on \_\_\_\_\_, the foregoing plat was approved by the Board of County Commissioners of Brevard County, Florida.

Rita Pritchett, Chair

ATTEST: Clerk of the Board

**CERTIFICATE OF CLERK**

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on \_\_\_\_\_ at \_\_\_\_\_ File No. \_\_\_\_\_

ATTEST: Clerk of the Circuit Court in and for Brevard County, Fla.



PLAT BOOK \_\_, PAGE \_\_  
SHEET 2 OF 6  
SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST



## ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
AL	ARC LENGTH
BOC	BEGINNING OF CURVE
C#	CURVE TABLE LABEL
CB	CHORD BEARING
CH	CHORD LENGTH
DEL	CENTRAL/DELTA ANGLE
D.E.	PRIVATE DRAINAGE EASEMENT
ID#	IDENTIFICATION NUMBER
LB	LICENSED BUSINESS
N.T.S.	NOT TO SCALE
(NR)	NOT RADIAL
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
P.D.E.	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PT	POINT OF TANGENCY
P.U.D.	PLANNED UNIT DEVELOPMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R	RADIUS
RB	RADIAL BEARING
RPB	ROAD PLAT BOOK
R/W	RIGHT-OF-WAY
TYP	TYPICAL

SECTION CORNER, MARKED AS NOTED

1/4 SECTION CORNER, MARKED AS NOTED

■ PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED

● SET 5/8" IRON ROD AND CAP; STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED

○ FOUND 5/8" IRON ROD AND CAP; STAMPED "PRM LB4905", UNLESS OTHERWISE NOTED

▲ PERMANENT CONTROL POINT (PCP); SET MAG NAIL AND DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED

- THIS PLAT PREPARED BY -

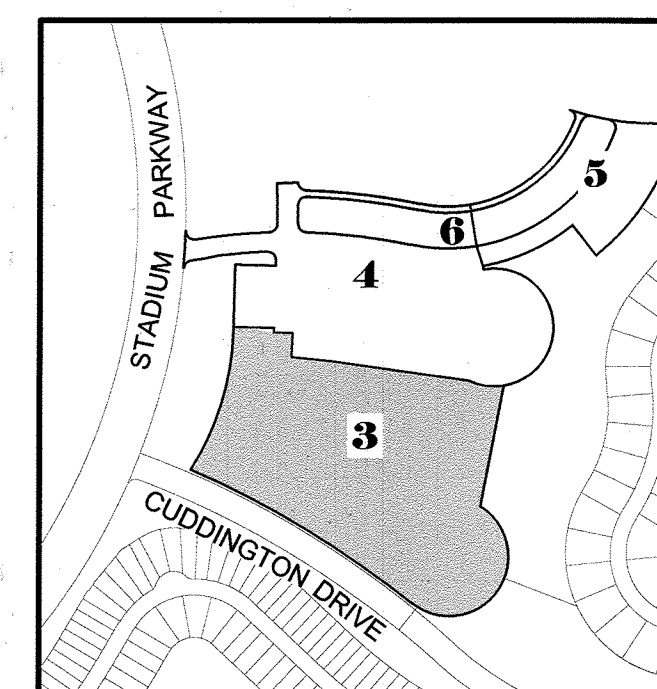
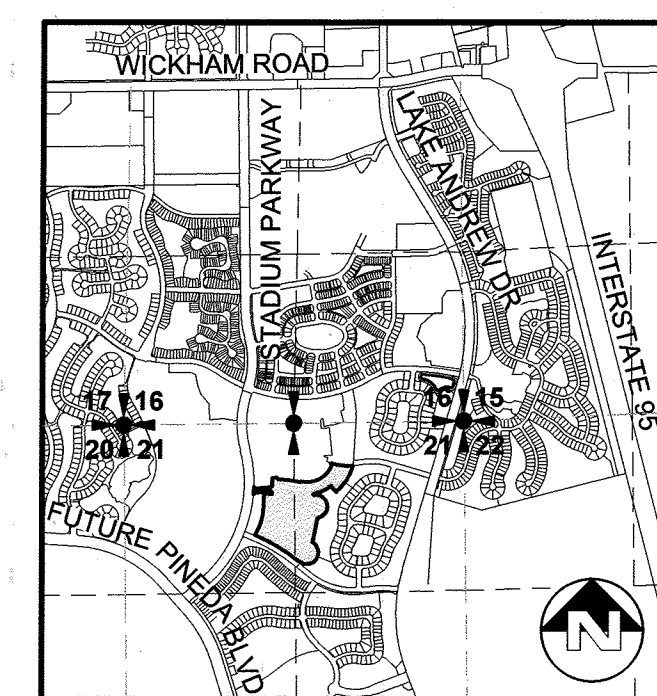


**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32801  
PHONE: (321) 725-3574 FAX: (321) 723-1159  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4405  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004925

DATE: 6/9/2021  
DESIGN/DRAWN: LEH/RMB  
DRAWING# 1135905\_304\_002  
PROJECT# 11359.05

PLAT BOOK \_\_, PAGE \_\_  
SHEET 3 OF 6  
SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

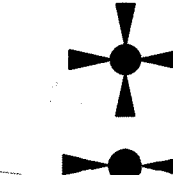
CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	73.02'	1030.00'	4°03'42"	N27°35'23"E	73.00
C2	40.06'	25.00'	91°48'47"	S21°27'55"W	35.91
C3	36.16'	25.00'	82°52'38"	S21°19'46"E	33.09



## ABBREVIATIONS

- |        |                              |
|--------|------------------------------|
| "      | MINUTES/FEET                 |
| "      | SECONDS/INCHES               |
| °      | DEGREES                      |
| AL     | ARC LENGTH                   |
| BOC    | BEGINNING OF CURVE           |
| C#     | CURVE TABLE LABEL            |
| CB     | CHORD BEARING                |
| CH     | CHORD LENGTH                 |
| DEL    | CENTRAL/DELTA ANGLE          |
| D.E.   | PRIVATE DRAINAGE<br>EASEMENT |
| ID#    | IDENTIFICATION NUMBER        |
| LB     | LICENSED BUSINESS            |
| N.T.S. | NOT TO SCALE                 |
| (NR)   | NOT RADIAL                   |
| OR/ORB | OFFICIAL RECORDS BOOK        |
| PB     | PLAT BOOK                    |
| P.D.E. | PUBLIC DRAINAGE<br>EASEMENT  |
| PG(S)  | PAGE(S)                      |
| POB    | POINT OF BEGINNING           |
| POC    | POINT OF COMMENCEMENT        |
| PT     | POINT OF TANGENCY            |
| P.U.D. | PLANNED UNIT<br>DEVELOPMENT  |
| P.U.E. | PUBLIC UTILITY EASEMENT      |
| R      | RADIUS                       |
| RB     | RADIAL BEARING               |
| RPB    | ROAD PLAT BOOK               |
| R/W    | RIGHT-OF-WAY                 |
| TYP    | TYPICAL                      |

### SURVEY SYMBOL LEGEND



- SECTION CORNER, MARKED AS NOTED
- 1/4 SECTION CORNER, MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH  
CONCRETE MONUMENT WITH DISK STAMPED "PRM LB4905",  
UNLESS OTHERWISE NOTED
- SET 5/8" IRON ROD AND CAP; STAMPED "PRM LB4905",  
UNLESS OTHERWISE NOTED
- FOUND 5/8" IRON ROD AND CAP; STAMPED "PRM LB4905",  
UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT (PCP); SET MAG NAIL AND  
DISK STAMPED PCP LB4905, UNLESS OTHERWISE NOTED

- THIS PLAT PREPARED BY -



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
PHONE: (321) 725-3674 FAX: (321) 723-1159  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004

DATE:	6/9/2021
DESIGN/DRAWN:	LEH/RMB
DRAWING#	1135905_304_003
PROJECT#	11359.05

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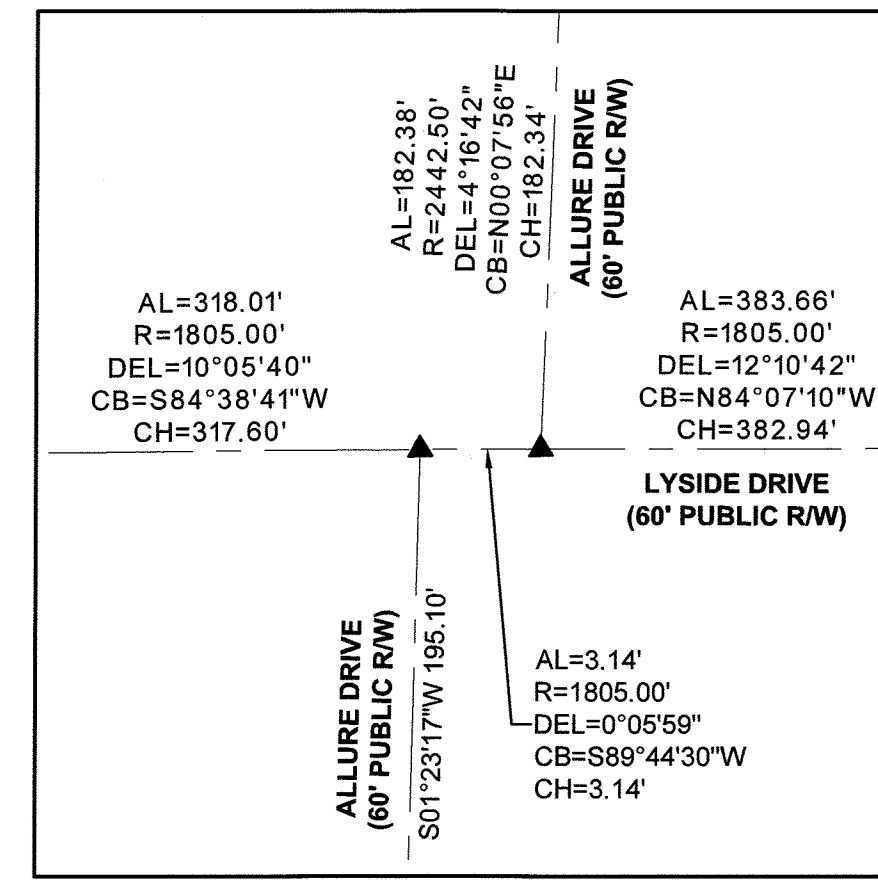


# REELING PARK SOUTH - PHASE 3

SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

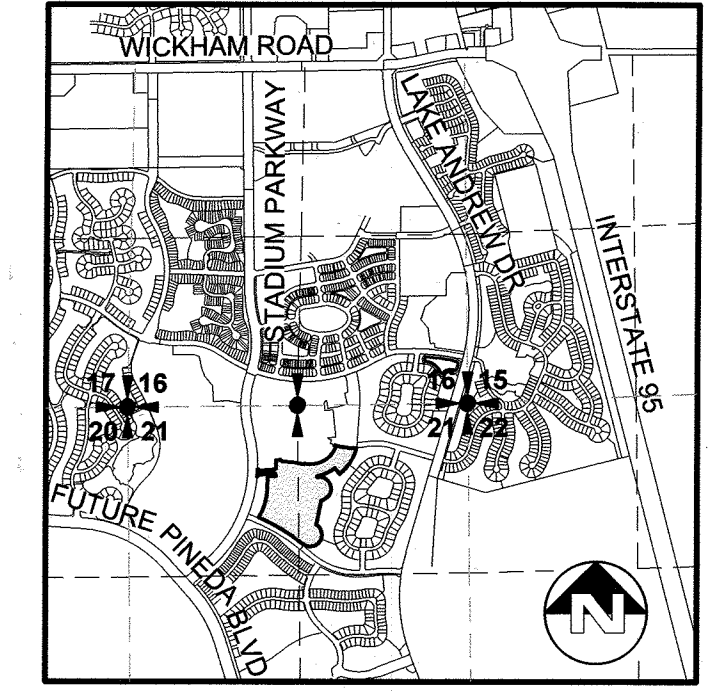
BREVARD COUNTY, FLORIDA

PLAT BOOK \_\_, PAGE \_\_  
SHEET 4 OF 6  
SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

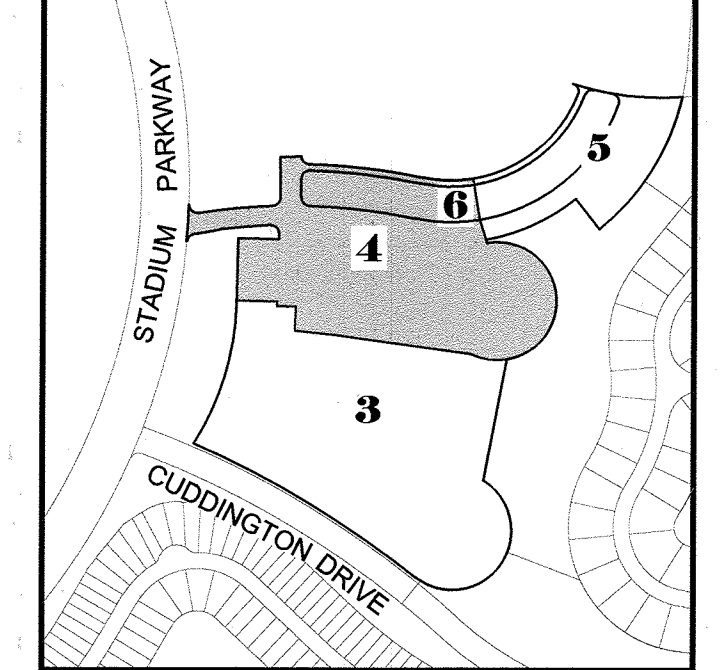


DETAIL 2  
SCALE: 1" = 5'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C4	39.30'	25.00'	90°03'28"	S46°25'01"W	35.37
C5	39.25'	25.00'	89°56'45"	S43°35'05"E	35.34
C6	39.29'	25.00'	90°03'05"	S46°24'49"W	35.37
C7	40.82'	25.00'	93°33'08"	N45°23'17"W	36.43
C8	38.99'	25.00'	89°21'28"	S43°42'15"E	35.16
C9	18.67'	1835.00'	0°34'59"	N88°05'29"W	18.67
C10	35.00'	1835.00'	1°05'34"	N87°15'13"W	35.00
C11	35.00'	1835.00'	1°05'34"	N86°09'38"W	35.00
C12	35.00'	1835.00'	1°05'34"	N85°04'04"W	35.00
C13	35.00'	1835.00'	1°05'34"	N83°58'30"W	35.00
C14	35.00'	1835.00'	1°05'34"	N82°52'56"W	35.00
C15	35.00'	1835.00'	1°05'34"	N81°47'21"W	35.00
C16	25.00'	1835.00'	0°46'50"	N80°51'09"W	25.00
C17	35.00'	1835.00'	1°05'34"	N79°54'57"W	35.00
C18	35.00'	1835.00'	1°05'34"	N78°49'23"W	35.00
C19	7.89'	1835.00'	0°14'47"	N78°09'12"W	7.89
C20	33.23'	555.00'	3°25'49"	S79°44'43"E	33.22
C21	43.66'	555.00'	4°30'27"	S83°42'51"E	43.65
C22	128.80'	2475.00'	2°58'54"	N00°30'58"W	128.78
C23	40.13'	25.00'	91°58'34"	S45°35'14"W	35.96
C24	37.10'	1945.00'	1°05'34"	N86°09'38"W	37.10
C25	26.50'	1945.00'	0°46'50"	N80°51'09"W	26.50
C26	8.36'	1945.00'	0°14'47"	N78°09'12"W	8.36
C27	35.01'	445.00'	4°30'27"	N82°45'47"E	35.00
C28	228.04'	628.00'	20°48'19"	S88°25'58"E	226.79



LOCATION MAP  
N.T.S.



KEY MAP  
N.T.S.

## ABBREVIATIONS

- MINUTES/FEET
- SECONDS/INCHES
- DEGREES
- AL ARC LENGTH
- BOC BEGINNING OF CURVE
- # CURVE TABLE LABEL
- CB CHORD BEARING
- CH CHORD LENGTH
- DEL CENTRA/DELTA ANGLE
- D.E. PRIVATE DRAINAGE EASEMENT
- ID# IDENTIFICATION NUMBER
- LB LICENSED BUSINESS
- N.T.S. NOT TO SCALE
- (NR) NOT RADIAL
- OR/ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- P.D.E. PUBLIC DRAINAGE EASEMENT
- PG(S) PAGE(S)
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
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- R RADIUS
- RB RADIAL BEARING
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- RAW RIGHT-OF-WAY
- TYP TYPICAL

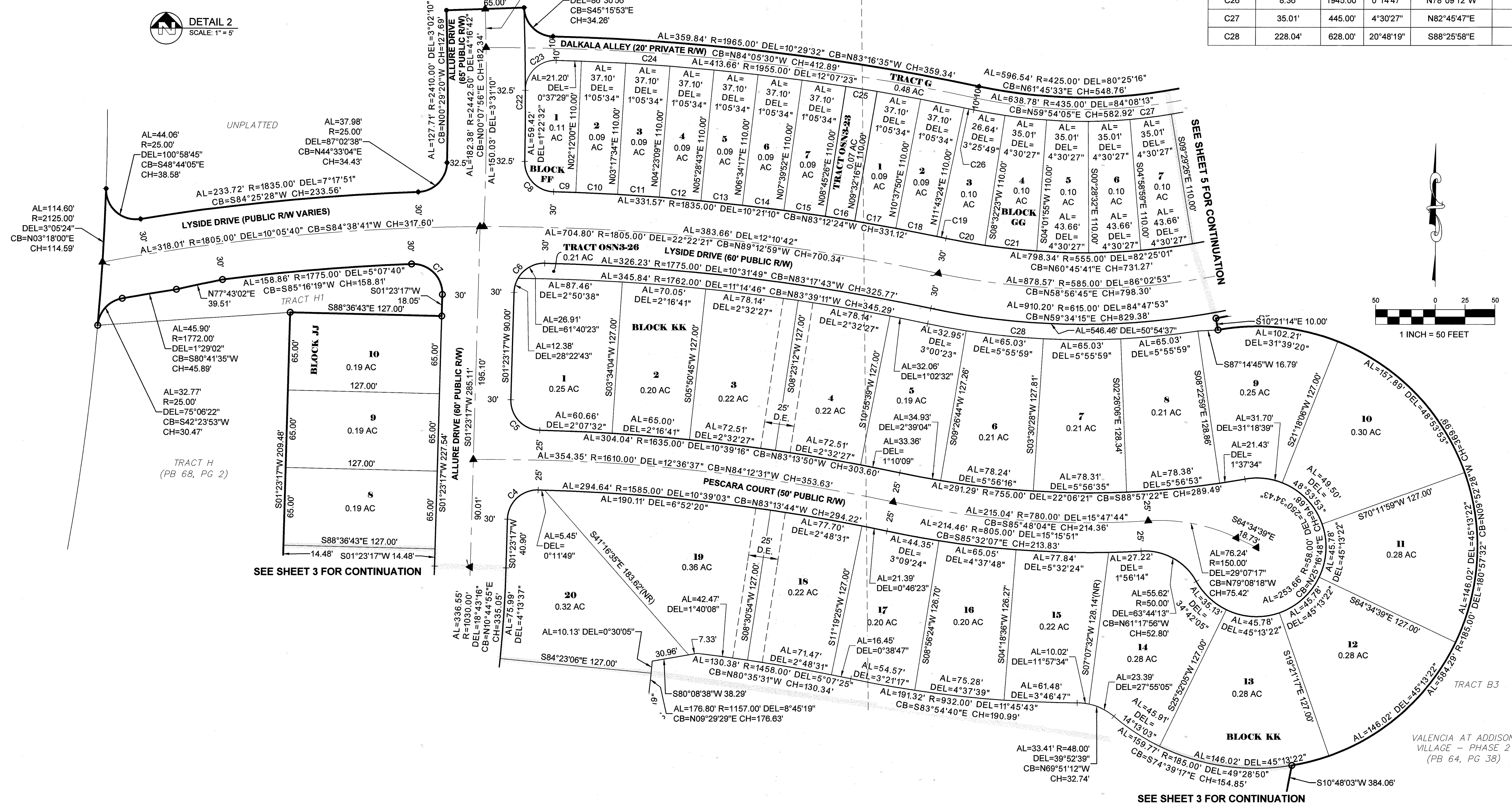
## SURVEY SYMBOL LEGEND

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- 1/4 SECTION CORNER, MARKED AS NOTED
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- THIS PLAT PREPARED BY -

**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
115 SOUTH HERRING CITY BOULEVARD, SUITE 100  
MELBOURNE, FL 32901  
PHONE: (321) 725-3834 FAX: (321) 725-1169  
CERTIFICATE OF BUSINESS AUTHORIZATION: 0005  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: 180004905

DATE: 6/9/2021  
DESIGN/DRAWN: LEH/RMB  
DRAWING# 1135905\_304\_004  
PROJECT# 11359.05

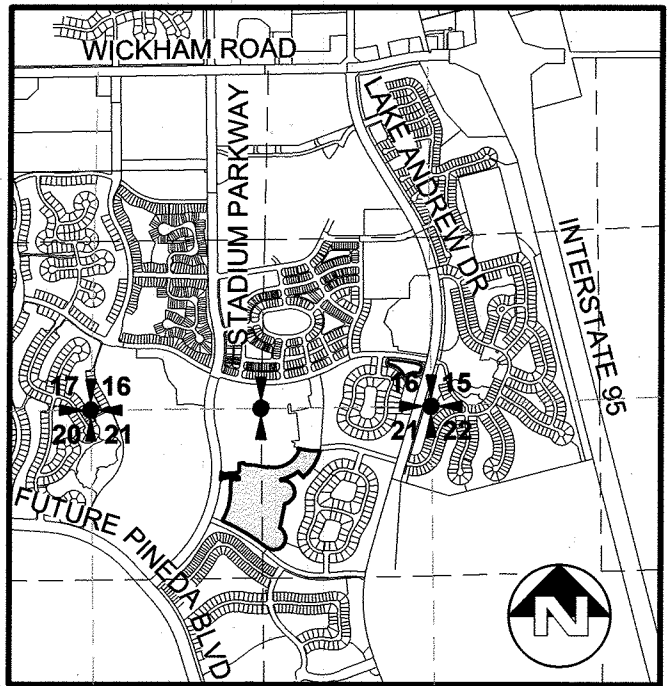


SEE SHEET 3 FOR CONTINUATION

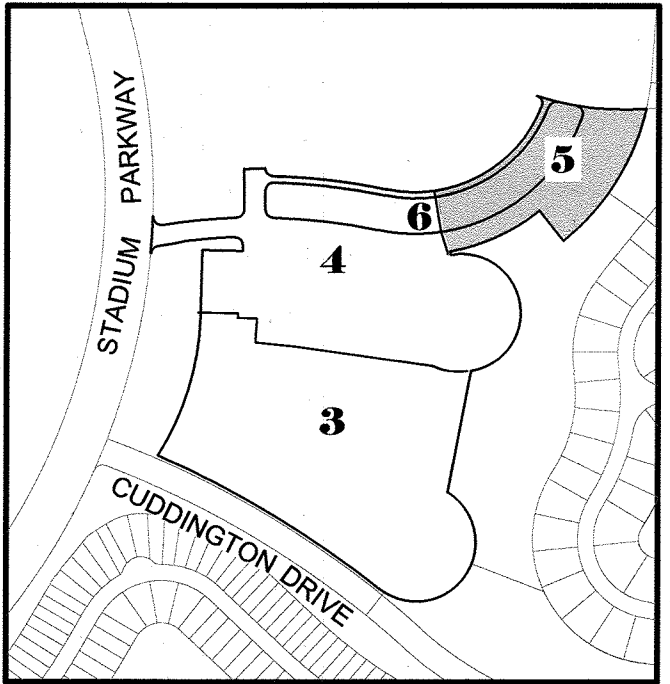
VALENCIA AT ADDISON  
VILLAGE - PHASE 2  
(PB 64, PG 38)

REELING PARK SOUTH - PHASE 3  
SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST  
BREVARD COUNTY, FLORIDA

PLAT BOOK \_\_, PAGE \_\_  
SHEET 5 OF 6  
SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

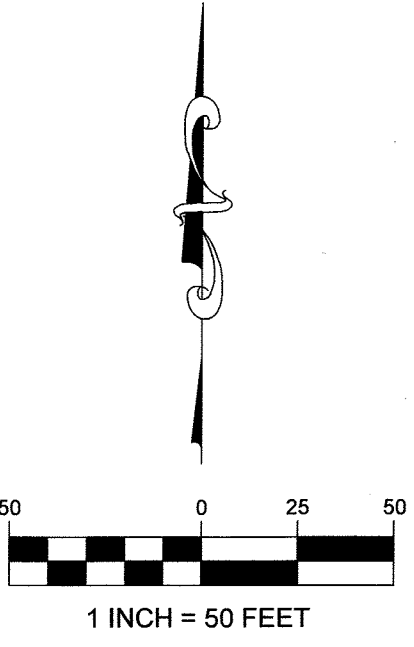


LOCATION MAP  
N.T.S.



KEY MAP  
N.T.S.

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C27	35.01'	445.00'	4°30'27"	N82°45'47"E	35.00
C29	35.01'	445.00'	4°30'27"	N78°15'20"E	35.00
C30	35.01'	445.00'	4°30'27"	N73°44'53"E	35.00
C31	35.01'	445.00'	4°30'27"	N69°14'26"E	35.00
C32	35.01'	445.00'	4°30'27"	N64°43'58"E	35.00
C33	35.01'	445.00'	4°30'27"	N60°13'31"E	35.00
C34	35.01'	445.00'	4°30'27"	N55°43'04"E	35.00
C35	35.01'	445.00'	4°30'27"	N51°12'37"E	35.00
C36	35.01'	445.00'	4°30'27"	N46°42'09"E	35.00
C37	42.05'	445.00'	5°24'50"	N41°44'31"E	42.03
C38	22.41'	445.00'	2°53'07"	N37°35'33"E	22.41
C39	35.01'	445.00'	4°30'27"	N33°53'46"E	35.00
C40	35.01'	445.00'	4°30'27"	N29°23'19"E	35.00
C41	35.01'	445.00'	4°30'27"	N24°52'51"E	35.00
C42	36.01'	25.00'	82°31'48"	S61°53'04"W	32.98
C43	43.71'	25.00'	100°09'54"	N30°31'46"W	38.35
C44	27.95'	555.00'	2°53'07"	N37°35'33"E	27.94



ABBREVIATIONS

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- THIS PLAT PREPARED BY -



B.S.E. CONSULTANTS, INC.  
CONSULTING - ENGINEERING - LAND SURVEYING  
315 SOUTH HARRIS CITY BOULEVARD, SUITE 100, MELBOURNE, FL 32901  
PHONE: (321) 725-9914 FAX: (321) 725-1199  
CERTIFICATE OF BUSINESS AUTHORIZATION #0002  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION 100004905

DATE: 6/9/2021  
DESIGN/DRAWN: LEH/RMB  
DRAWING# 1135905\_304\_005  
PROJECT# 11359.05

H:\Projects\Folder11359\_05\Drawings\1135905\_304\_005.dwg, June 23, 2021 10:51:47 AM BK

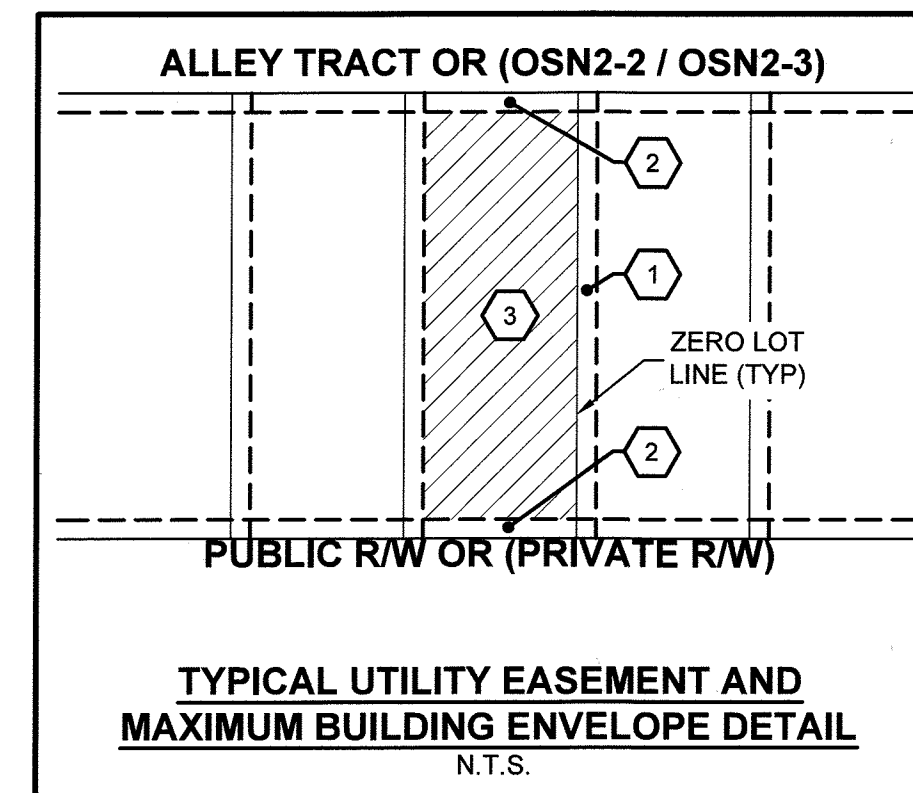


# REELING PARK SOUTH - PHASE 3

SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT BOOK \_\_, PAGE \_\_  
SHEET 6 OF 6  
SECTION 21, TOWNSHIP 26 SOUTH, RANGE 36 EAST

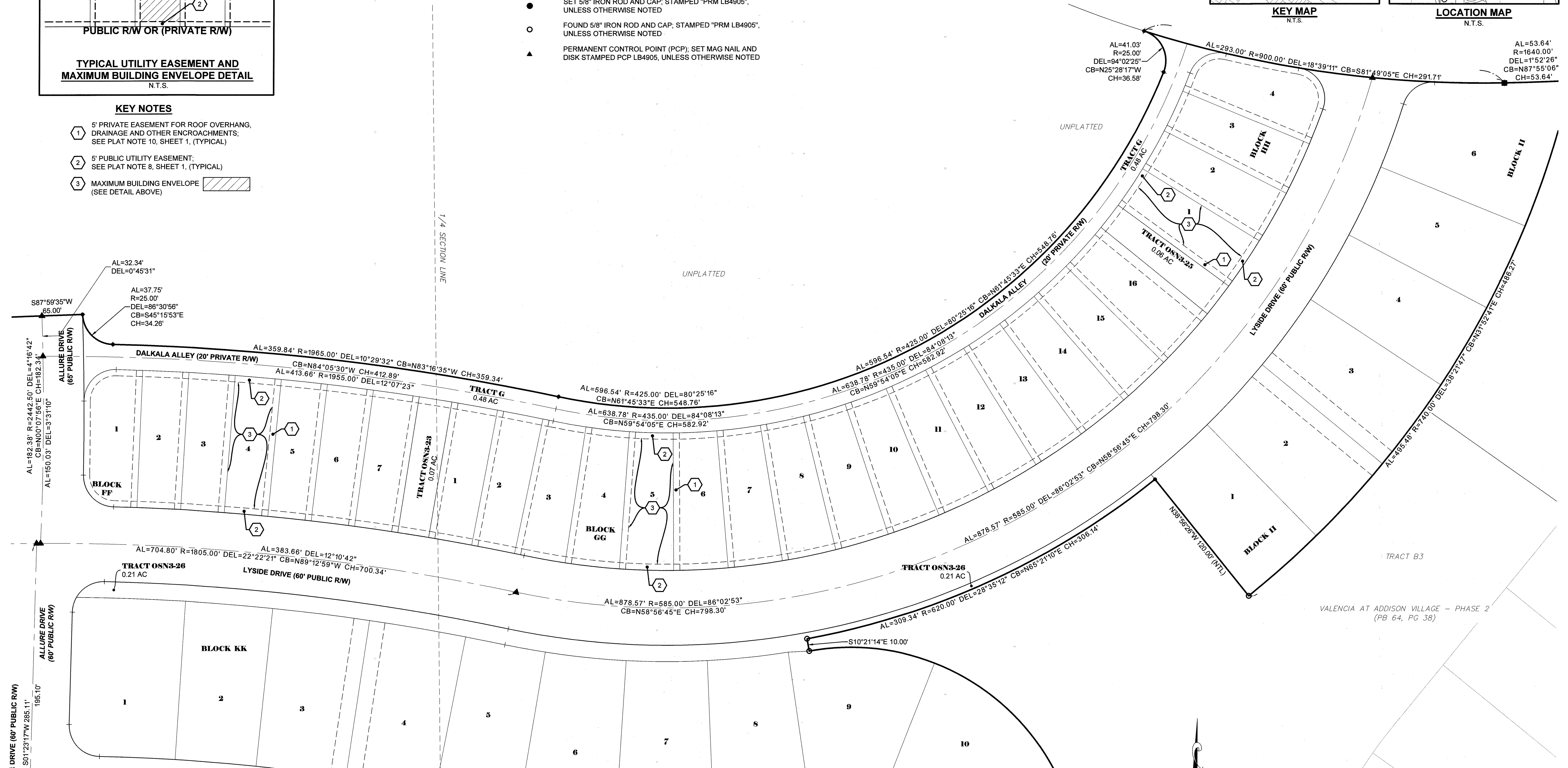
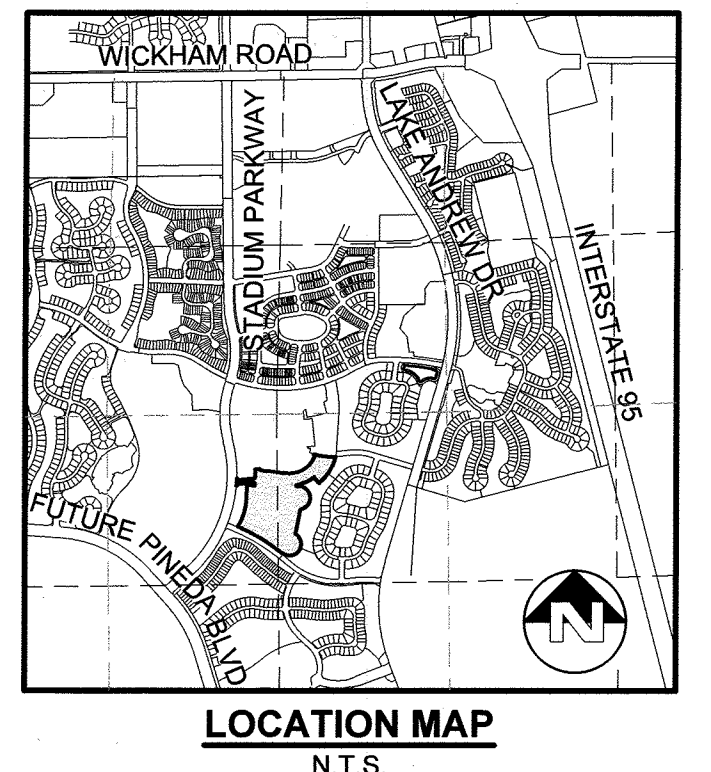
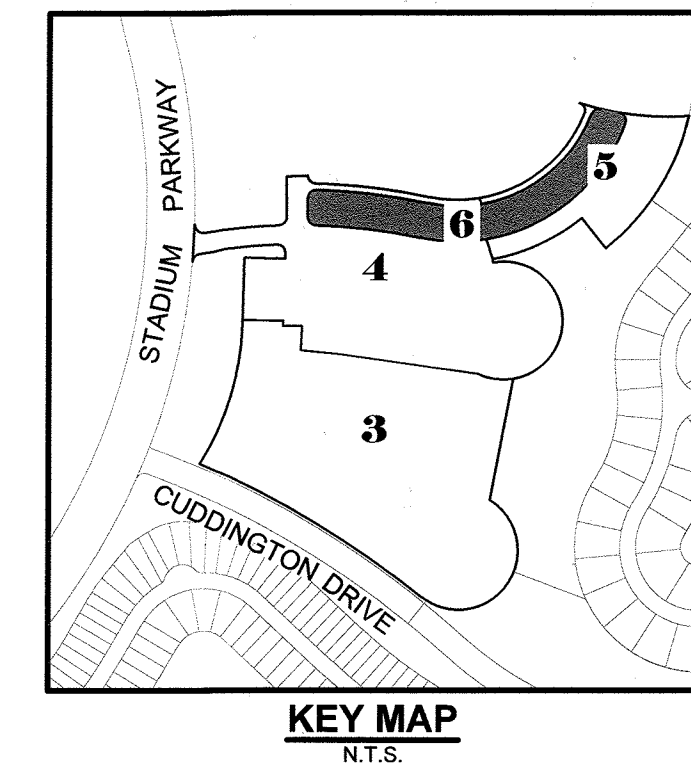


## KEY NOTES

- 5' PRIVATE EASEMENT FOR ROOF OVERHANG, DRAINAGE AND OTHER ENCROACHMENTS; SEE PLAT NOTE 10, SHEET 1, (TYPICAL)
- 5' PUBLIC UTILITY EASEMENT; SEE PLAT NOTE 8, SHEET 1, (TYPICAL)
- MAXIMUM BUILDING ENVELOPE (SEE DETAIL ABOVE)

## SURVEY SYMBOL LEGEND

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- 1/4 SECTION CORNER, MARKED AS NOTED
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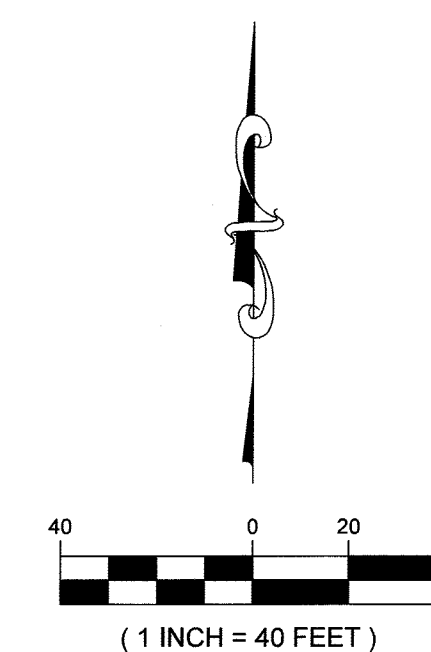
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- THIS PLAT PREPARED BY -



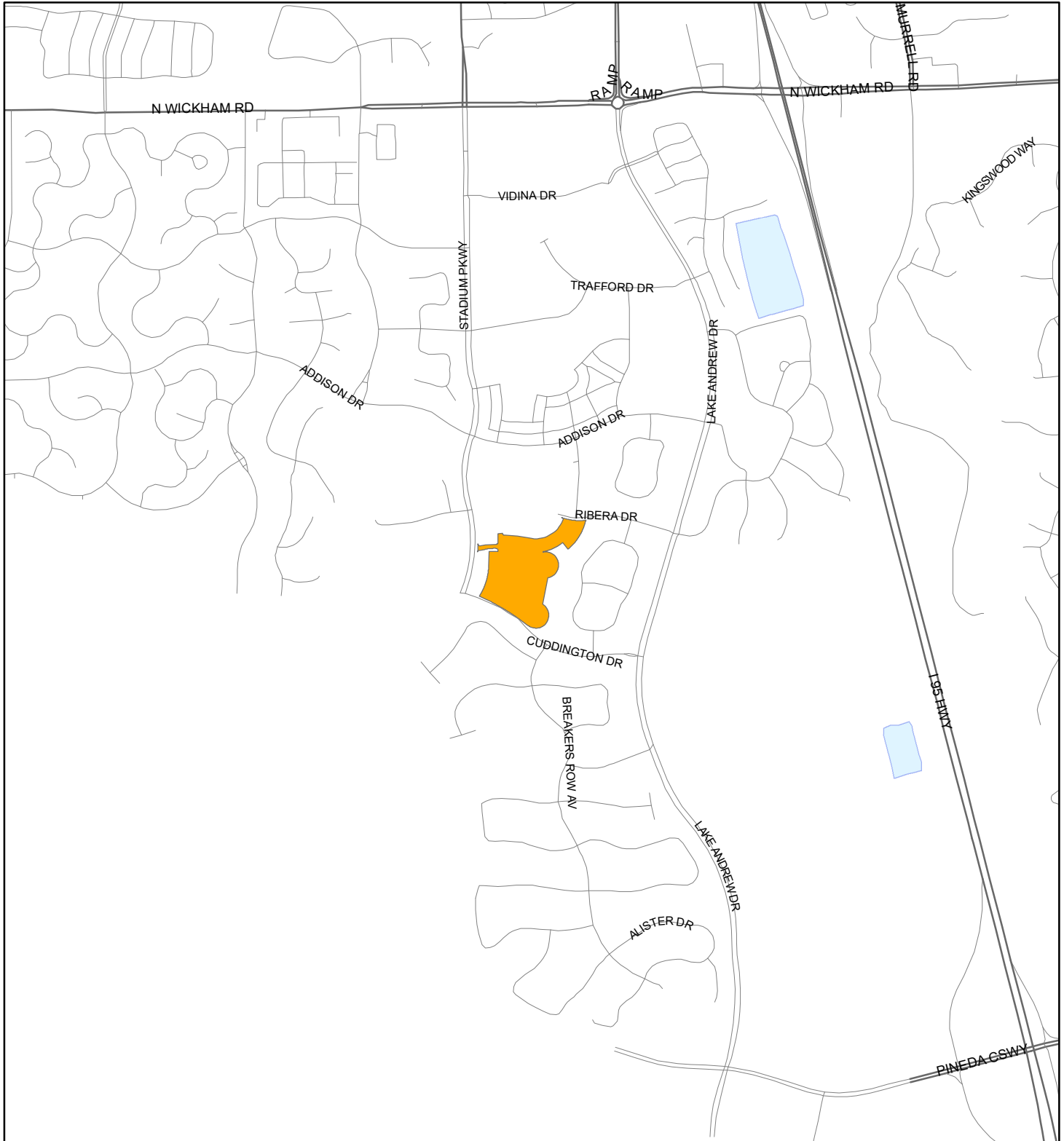
**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HOBBS CITY BOULEVARD, SUITE 400, MELBOURNE, FL 32901  
PHONE: (321) 725-9814 FAX: (321) 725-1158  
CERTIFICATE OF BUSINESS AUTHORIZATION: 0005  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB000400

DATE: 6/9/2021  
DESIGN/DRAWN: LEH/RMB  
DRAWING# 1135905\_304\_008  
PROJECT# 11359,05

# LOCATION MAP

REELING PARK SOUTH - PHASE 3

21FM00003



1:24,000 or 1 inch = 2,000 feet

 Subject Property

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 7/14/2021



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.4.

8/3/2021

### Subject:

Approval Re: Amendment to Interlocal Agreement Regarding St. Johns Heritage Parkway Intersection and Babcock Street - Districts 3 and 5

### Fiscal Impact:

None

### Dept/Office:

Public Works Department/Finance and Contracts Administration

### Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair to execute the Amendment to Interlocal Agreement Regarding St. Johns Heritage Parkway Intersection and Babcock Street and authorize the County Manager to grant two time extensions in accordance with the Amendment.

### Summary Explanation and Background:

On April 21, 2020, the Board of County Commissioners approved the Interlocal Agreement (ILA) regarding the St. Johns Heritage Parkway Intersection and Babcock Street with the City of Palm Bay. On April 30, 2020, the executed ILA was recorded which serves as the effective date. The ILA was entered into by the County and City to facilitate the completion of the intersection improvements at Babcock Street and the newly constructed St. Johns Heritage Parkway and for the future widening of Babcock Street south of Malabar Road. The ILA set out certain deadlines by which the City would acquire the right-of-way for Phase 3 of the intersection project. The ILA provided that an extension to the deadlines may be agreed to in writing by the County and City at least ninety days prior to the date of the specific deadline.

Due to the complexity of the right-of-way acquisition, the City preemptively requested an extension to the Phase 3 deadline. The ILA is amended that if the City does not complete the right-of-way acquisition by December 31, 2021, the City shall submit a written request seeking an extension of the acquisition deadline to the County Manager's Office at least thirty calendar days prior to said deadline. The County Manager is authorized to grant two time extensions: (1) the first is up to an additional 120 days; and (2) the second is up to an additional 90 days. Any subsequent extensions must be granted by the Board of County Commissioners.

On July 15, 2021, the City Council of Palm Bay approved the Amendment to the Interlocal Agreement Regarding the St. Johns Heritage Parkway and Babcock Street Intersection. In accordance with Administrative Order 29, the Amendment has been reviewed and approved by the County Attorney's Office, Risk Management and Purchasing Services.

### Clerk to the Board Instructions:

Please return the Amendment to the Public Works Department for recordation.

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor:		2. Amount:	
3. Fund/Account #:		4. Department Name:	
5. Contract Description:			
6. Contract Monitor:		8. Contract Type:	
7. Dept/Office Director:			
9. Type of Procurement:			

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

Purchasing

Risk Management

County Attorney

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

Purchasing

Risk Management

County Attorney

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

# **AMENDMENT TO INTERLOCAL AGREEMENT REGARDING ST JOHNS HERITAGE PARKWAY INTERSECTION AND BABCOCK STREET**

**THIS AMENDMENT TO INTERLOCAL AGREEMENT REGARDING ST JOHNS HERITAGE PARKWAY INTERSECTION AND BABCOCK STREET** ("Amendment") 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 Palm Bay, Brevard County, Florida, hereinafter referred to as the "CITY".

## **WITNESSETH:**

**WHEREAS**, the COUNTY and the CITY entered into an Interlocal Agreement pursuant to Chapter 163, Part 1, Florida Statutes, regarding St. Johns Heritage Parkway Intersection and Babcock Street, entered into on the 30th day of April, 2020, as recorded in Public Records of Brevard County Florida at Official Record Book 8730, Page 998, hereinafter referred to as "Original ILA"; and

**WHEREAS**, the Original ILA was entered into by the parties in order to facilitate the completion of intersection improvements at Babcock Street and the newly constructed St. Johns Heritage Parkway, defined below as Intersection Project, and complete the future widening of Babcock Street south of Malabar Road; and

**WHEREAS**, the Original ILA set out certain deadlines and dates by which the CITY would acquire right-of-way for Phase 3 of the Intersection Project which was the subject of the Original ILA; and

**WHEREAS**, the Original ILA provided that an extension to said deadlines may be agreed to in writing by the parties, at least ninety days prior to the date of the specific item; and

**WHEREAS**, the CITY and the COUNTY have agreed to modify the Original ILA for the purpose of extending said dates for the CITY to complete acquisition of the right-of-way for Phase 3 of the Intersection Project; and

**WHEREAS**, the COUNTY and the CITY have agreed to modify only certain sections of the Original ILA as stated herein and restate all remaining Original ILA terms and conditions.

**NOW, THEREFORE**, for and in consideration of the terms, conditions and mutual covenants contained herein and for other good and valuable consideration received by each party, the sufficiency of which is hereby acknowledged, the COUNTY and the CITY acknowledge and agree as follows:

1. **Recitals.** The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Amendment.
2. **Amendment.** Item 12(c) of the Original ILA is hereby amended as follows:  
  
December 31, 2021: The City shall complete acquisition of all right-of-way for Phase 3. If not completed by this date, the CITY shall submit a written request seeking an extension of the acquisition deadline to the County Manager's Office at least thirty calendar days prior to said deadline. The County Manager is authorized to grant two time extensions: (1) the first is up to an additional 120 days; and (2) the second is up to an additional 90 days. The granting of such extensions shall not be unreasonably withheld by the COUNTY. Any subsequent extensions must be granted by the Brevard County Board of County Commissioners.
3. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which shall be taken to be an original, and all collectively deemed to be one (1) instrument.
4. **Ratification.** Except as modified herein, the COUNTY and the CITY hereby represent and warrant that the Original ILA remains in full force and effect and is hereby reaffirmed and ratified by both the COUNTY and the CITY.
5. **Effective Date and Recording.** Pursuant to Chapter 163, Florida Statutes, the effective date of this Amendment shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County. The COUNTY shall be responsible for recording a fully executed original of this Amendment in the public records of Brevard County, and shall return a recorded copy of the Amendment to the CITY.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Amendment to be executed by their duly authorized representatives.

Attest:

**City of Palm Bay, Florida**

\_\_\_\_\_  
Terese Jones, City Clerk

By: \_\_\_\_\_  
Robert Medina, Mayor-Commissioner  
Date: \_\_\_\_\_

Attest:

**Brevard County, Florida**

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

By: \_\_\_\_\_  
Rita Pritchett, Chair  
As approved by the Board on: August  
3, 2021

Reviewed for Legal Form and Content  
for Brevard County, Florida:

 7/6/21  
Assistant County Attorney





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.5.

8/3/2021

---

### **Subject:**

Approval, Re: Permission to Advertise a Proposed Amendment to the Exchange Agreement between Brevard County and NASA Investment Partners, LLC (N.I.P.) -District 5.

### **Fiscal Impact:**

None

### **Dept/Office:**

Public Works Department / Land Acquisition

### **Requested Action:**

It is requested that the Board of County Commissioners authorize the advertisement of a proposed Amendment to the Exchange Agreement between Brevard County and N.I.P.

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

The subject property is located in Section 36, Township 27 South, Range 36 East, at the intersection of Nasa Boulevard and Wickham Road in Melbourne.

The Board of County Commissioners, in regular session on July 23, 2019, approved and executed an Exchange Agreement with N.I.P. related to a stormwater retention area in the southeast quadrant of the intersection of Nasa Boulevard and Wickham Road. The Agreement provided for specific easements which the parties are seeking to update and amend.

Section 125.37, Florida Statutes, requires this Notice be published.

The User Department approves this request.

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



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.6.

8/3/2021

### Subject:

Approval to Re-Advertise a Request for Proposals (RFP) for South Beaches Wastewater Treatment Facility (SBWWTF) Injection Well Rerating and MW-3 Repair

### Fiscal Impact:

Funding for the SBWWTF Injection Well Rerating and MW-3 Repair is budgeted in the South Beaches Wastewater Plant Operations and Maintenance cost center. The current estimated cost of this evaluation and repair is \$500,000.

### Dept/Office:

Central Services/Purchasing Services

### Requested Action:

It is requested the Board of County Commissioners approve and:

1. Authorize the re-advertisement Request for Proposal for South Beaches Wastewater Treatment Facility Injection Well Rerating and MW-3 Repair;
2. Authorize the Chair to execute all resulting contracts, contract amendments, and contract extension, as needed, upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services; and
3. Authorize the County Manager to approve any necessary budget change requests.

### Summary Explanation and Background:

The subject RFP was previously advertised in Nov 2020. Purchasing Services received one submission that was determined to be non-responsive.

The Brevard County Utility Services Department is seeking a qualified Contractor to repair Monitoring Well No. 3(MW-3) and perform a step injectivity test for the deep injection well (IW-1) at Brevard County's SBWWTF.

BCC-28 Policy, Pre-Qualification of Construction Bidders Prior to Award; as approved by the Board on December 8, 2020 will require the intended awardee to be pre-qualified before entering into a contract for the project.

SBWWTF currently operates a Class I injection system consisting of a deep injection well (IW-1) and two monitoring wells under FDEP UIC Permit No. 185898-004-UO/1M. The current system is permitted to dispose of non-hazardous, secondary treated domestic wastewater effluent from SBWWTF for a maximum disposal capacity of 9.0 million gallons per day (mgd). The injection well disposes of treated effluent through a 20-inch

diameter steel casing terminating at 2,080 feet below land surface (bls) with an open hole interval from 2,080 to 2,916 feet bls. The County would like to rerate the maximum disposal capacity to 12.7 million gallons per day (mgd). An injectivity test is necessary to permit the rerate through the Florida Department of Environmental Protection (FDEP). In addition, during the most recent Mechanical Integrity Test (MIT) in 2017, it was observed that Monitoring Well No. 3 (MW-3) was significantly corroded at the wellhead and the 6-inch casing above the pad level. MW-3 repair must be accomplished prior to conducting the injectivity test to rerate IW-1.

In order to have minimal wastewater flows, the scheduling of the injectivity test during the dry season will be sometime between December 2021 and January 2022 for this rerate. During this test, the moon phases will be considered in an attempt to capture the FDEP required two tidal cycles within approximately 24 hours.

**Clerk to the Board Instructions:**

Please return copy to Rose Lyons, Utility Services Department, 2725 Judge Fran Jamieson Way, Bldg. A-213, Viera, FL 32940



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.7.

8/3/2021

---

### **Subject:**

Board acceptance and approval of FAA Airport Improvement Project Grant No. 3-12-0144-015-2021 for funds to install lighting for Taxiway A at Valkaria Airport.

### **Fiscal Impact:**

The Grant provides 100% FAA funding for the project up to \$1,219,937

### **Dept/Office:**

Valkaria Airport

### **Requested Action:**

It is requested the Board of County Commissioners approve and accept the attached Airport Improvement Program Project Grant for funding the installation of Taxiway A lighting at Valkaria Airport. It is also requested that the Board authorize all necessary budget change requests associated with this project.

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

Taxiway A serves the primary runway at Valkaria Airport. Taxiway A is currently being widened to 35 feet. The Taxiway A lighting Installation is a follow-on to the widening project. Installation of taxiway lights will significantly increase safety by clearly delineating the taxiway from the runway during night time operations.

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

Please have the Brevard County Board of County Commissioners Chair electronically sign the grant agreement according to the email that was sent to them by the Federal Aviation Administration on July 15<sup>th</sup>, 2021.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FAA Airport Improvement Program (AIP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date	July 15, 2021
Airport/Planning Area	Valkaria Airport
FY2021 AIP Grant Number	3-12-0144-015-2021
Unique Entity Identifier	783248370
TO:	Brevard County Board of County Commissioners (herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated May 21, 2021, for a grant of Federal funds for a project at or associated with the Valkaria Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Valkaria Airport (herein called the "Project") consisting of the following:

Install Taxiway A Lighting

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;



THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,219,937.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 1,219,937 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).



2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 12, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**



- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.  
  
The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.  
  
The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.  
  
An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a, land project, if funds are available:



1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**18. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and



- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**21. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
    - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
    - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
      - a. Associated with performance under this Grant; or
      - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
  - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
  - d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 22. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

- 23. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2016, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

**24. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —



1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

### SPECIAL CONDITIONS

25. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

Brevard County Board of County  
Commissioners

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Authorized Official)

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name of Sponsor's Authorized Official)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Title of Sponsor's Authorized Official)

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of Sponsor's Attorney)*



## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:



## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

### FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).



**EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice

**FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.



- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.



**2. Responsibility and Authority of the Sponsor.****a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or



document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.



**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United



States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### **14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### **15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### **16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

#### **17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.



- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and



purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.



- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.



2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.



**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.



- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
 

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

  - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 2. So long as the sponsor retains ownership or possession of the property.



- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Brevard County Board of County Commissioners**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)



transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.



**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of May 21, 2021.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or



operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

[https://www.faa.gov/regulations\\_policies/advisory\\_circulars/](https://www.faa.gov/regulations_policies/advisory_circulars/)

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.



## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor:		2. Amount:	
3. Fund/Account #:		4. Department Name:	
5. Contract Description:			
6. Contract Monitor:		8. Contract Type:	
7. Dept/Office Director:			
9. Type of Procurement:			

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

Purchasing

Risk Management

County Attorney

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

Purchasing

Risk Management

County Attorney

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.8.

8/3/2021

### Subject:

Approval, Re: Submission of Revised Grant Application and Execution of Follow-Up Grant Agreement for FY2021/SFY2022 Space Coast Area Transit Section 5310 Formula Grant with Florida Department of Transportation

### Fiscal Impact:

FY2021

\$ 224,000 from Federal Transit Administration, Section 5310 Funds (4136/303XXX)

\$ 28,000 from Sale of Surplus Vehicles (41040/R30375)

\$ 28,000 from FDOT Toll Revenue Credit (no exchange of funds occur)

### Dept/Office:

Transit Services

### Requested Action:

It is request the Board of County Commissioners approve the following actions for submission of a revised Space Coast Area Transit Section 5310 Grant Application to Florida Department of Transportation for FY2021/SFY2022 in the amount \$280,000:

- Authorize the Chair to sign the revised Form 424: Application for Federal Assistance;
- The use of FDOT Toll Revenue Credits;
- The Transit Services Director to sign the revised Grant Application;
- Authorize the Chair to execute the follow-up Grant Agreement and if necessary, the Transit Services Director to execute and submit the Grant Agreement electronically, contingent upon County Attorney and Risk Management approvals;
- Authorize the Transit Services Director to execute any additional follow-up documentation, resolution and amendments necessary to secure these funds;
- Authorize the County Manager to execute any necessary budget change requests.

### Summary Explanation and Background:

On May 4, 2021, the Board of County Commissioners gave approval to submit a grant application for our FY2021/SFY2022 Space Coast Area Transit Section 5310 Formula Grant to replace gasoline fuel tanks at each terminal to include an environmental soil study at the Cocoa terminal. Staff has received direction from the Florida Department of Transportation (FDOT) District 5 Office to separate the project into two phases. One rule for appropriations of Section 5310 is that at least 55% of the available funding statewide must be awarded to capital projects with the remaining 45% going to operating applications. The separation of the project into two phases, allows the FDOT to best utilize Section 5310 funding throughout District 5 for both fiscal years.

Phase I will consist of the environmental study of the soil conditions at the Cocoa terminal and engineering



and design for the new tanks along with any necessary infrastructure. Phase II will include the purchase and installation of the two gasoline fuel tanks. Phase I will be funded through the SFY2022 grant cycle with Phase II being funded through the SFY2023. The division of the project into two phases should have no effect on the time line of the project. However, this action reduces the grant application this state fiscal year from \$573,878 to \$280,000 with the County's local match reducing from \$57,388 to \$28,000. Staff will bring back the grant application for Phase II next year.

**Clerk to the Board Instructions:**

Please have the Chair sign the form SFY424: Application for Federal Assistance. Return one copy and the Board Memo to Transit Services Department.

## Form A-3: Proposed Project Summary

### All Applicants

(a) How will the grant funding be used?

Check all that apply:

<input type="checkbox"/> Vehicle(s)→	<input type="checkbox"/> Expansion	<input type="checkbox"/> Replacement
<input checked="" type="checkbox"/> Equipment→	<input checked="" type="checkbox"/> Expansion	<input checked="" type="checkbox"/> Replacement
<input type="checkbox"/> Mobility Management		
<input type="checkbox"/> Preventative Maintenance		
<input type="checkbox"/> Operating→	<input type="checkbox"/> Expansion	<input type="checkbox"/> Continuing Service

(b) In which geographic area(s) will the requested grant funds be used to provide service?

- ☒ Urban (UZA)
- ☒ Small Urban (SUZA)
- ☐ Rural

Complete the service area percentages for the geographic areas where the requested grant funds will be used to provide service

*Example:*

If your agency makes 500 trips per year and 100 of those trips are urban then:

100 UZA trips/ 500 total trips = .2 \* 100 = 20% UZA service area

UZA	1,336,378	/	1,610,093	=	83%	% UZA service area
SUZA	273,715	/	1,610,093	=	17%	% Small Urban service area
Rural		/		=		% Rural service area
<div> <div>Number of trips, revenue service hours, or revenue service miles within specified geographic area</div> <div>Divided by</div> <div>Total number of trips, revenue service hours, or revenue service miles</div> <div>Equals</div> <div>Percentage of service within specified geographic area</div> </div>						



Calculate the funding split for the geographic areas where the requested grant funds will be used to provide service.

UZA	N/A	X	=	\$
SUZA		X	=	\$
Rural		X	=	\$
Total amount requested		Multiplied by	Percentage of service within specified geographic area	Equals Funding split

**NOTE:** When invoicing for operating projects, you must use the above funding split on your invoice summary forms.

Once you have determined the funding split between UZA, SUZA and Rural, you will need to calculate the match amount.

**NOTE: Operating Assistance (50% Federal and 50% Local):**

UZA	N/A	X	.5 Federal & .5 Local	=	\$	\$
SUZA		X	.5 Federal & .5 Local	=	\$	\$
Rural		X	.5 Federal & .5 Local	=	\$	\$
Funding Split		Multiplied by	.5 Federal & .5 Local	Equals	Federal	Local

**NOTE: Capital Assistance (80% Federal, 10% State and 10% Local):**

UZA	\$280,000	X	.8 Federal & .1 State & .1 Local	=	\$ 224,000	\$ 28,000	\$28,000
SUZA		X	.8 Federal & .1 State & .1 Local	=	\$	\$	\$
Rural		X	.8 Federal & .1 State & .1 Local	=	\$	\$	\$
Funding Split		Multiplied by	.8 Federal & .1 State & .1 Local	Equals	Federal	State	Local

- (c) How will the grant funding improve your agency's transportation service? Provide a general description of the project components to be funded via this agreement.

We currently have two 1,000 gallon gasoline tanks, one at each terminal. We estimate these tanks can support 5 gasoline powered cutaway buses at each terminal. We currently have 3 existing vehicles in our inventory and are expecting an additional 12 vehicles within this current and next state fiscal year.

Our current 1,000 gallon gasoline tanks, are scheduled to be replaced in Fiscal Year 2022 as outlined in our Transit Asset Management Plan. We would like to replace our existing gasoline tanks with larger capacity tanks accommodating 5,000 gallons. This would not only allow us to stay within compliance of our TAM Plan but meet the needs of our expanding gasoline powered fleet. Estimates for the replacements of the two tanks are attached.

While addressing the need for larger gasoline tanks, at the Cocoa Terminal, an evaluation of the soil conditions to determine the necessary fill material and compaction requirements to replace existing damaged concrete which covers the existing fuel island and is adjacent to the fuel tanks. The work should be done in conjunction with replacement of the existing fuel tanks which shall be replaced in compliance with Florida Building Code and the Florida Department of Environmental Protection.

This project would be completed in two Phases, with Phase I being funded through the SFY2022 Grant. Phase I will consist of environmental study of the soil conditions and engineering and design for the new tanks and necessary infrastructure. We will seek funding for Phase II, the purchase and installation of the two tanks through our SFY2023 Section 5310 grant.

- (d) Provide a description of the project location, please include at least one of the below. Use attachments if necessary:

- Transportation service geographical limits
- Maps
- Illustration/graphic of project area

Space Coast Area Transit service throughout all of Brevard County.



- (e) Describe project components in detail. Please explain the challenges or difficulties that your agency will overcome if awarded these funds.

Will it be used to:

- Provide more hours of service?
- Expand service to a larger geographic area?
- Provide shorter headways?
- Provide more trips?
- To continue service or expand service?

Space Coast Area Transit currently has 29 cutaway buses, 3 of which are gas powered. We are in the process of purchasing additional gasoline powered buses: 7 E-450 cutaway buses through an existing Section 5310 grant and 5 Collins Transit (cutaway buses) through an existing Section 5307 grant. This will bring our total of gasoline buses to 15. We currently have two 1,000 gallon gasoline tanks, one at each terminal. With our current system we can only support 10 gasoline powered buses. This would mean that we would have to increase our fuel delivery and reduce our service during emergency declarations or situations.

With this grant we would replace our existing tanks with 5,000 gallon tanks. This will not only allow us to meet our the fuel consumption for our existing 3 and 12 new gas powered buses, but allow more growth as we move more of our paratransit fleet from diesel powered vehicles to gasoline.

The larger gallon tanks will also be advantageous during declared emergencies when fuel deliveries cannot be made, not only could we support all of our vehicles, we could assist other Section 5310 recipients in Brevard County with fuel.

While addressing the need for larger gasoline tanks, at the Cocoa Terminal we need to evaluate the soil conditions to determine the necessary fill material and compaction requirements to replace existing damaged concrete which covers the existing fuel island and is adjacent to the fuel tanks.

This project would be completed in two Phases, with Phase I being funded through our Section 5310 Grant for SFY2022. Phase I will consist of the environmental study of the soil conditions and engineering and design for the new tanks and necessary infrastructure. We will seek funding for Phase II, the purchase and installation of the two tanks, through our SFY2023 Section 5310 grant.

## Application for Federal Assistance SF-424

## \* 1. Type of Submission:

- ☐ Preapplication  
☐ Application  
☒ Changed/Corrected Application

## \* 2. Type of Application:

- ☐ New  
☐ Continuation  
☒ Revision

## \* If Revision, select appropriate letter(s):

## \* Other (Specify):

## \* 3. Date Received:

08/03/2021

## 4. Applicant Identifier:

## 5a. Federal Entity Identifier:

## 5b. Federal Award Identifier:

## State Use Only:

## 6. Date Received by State:

## 7. State Application Identifier:

## 8. APPLICANT INFORMATION:

\* a. Legal Name: Brevard County Board of County Commissioners

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

59-6000523

\* c. Organizational DUNS:

8310721930000

## d. Address:

\* Street1:

401 S. Varr Ave

Street2:

\* City:

Cocoa

County/Parish:

Brevard

\* State:

FL

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

32922

## e. Organizational Unit:

Department Name:

Transit Services

Division Name:

## f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

\* First Name:

Terry

Middle Name:

\* Last Name:

Jordan

\* Suffix:

Title:

Transit Services Director

Organizational Affiliation:

\* Telephone Number:

321-635-7815

Fax Number:

321-633-1905

\* Email: Terry.Jordan@brevardfl.gov





## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Federal Transit Administration

### 11. Catalog of Federal Domestic Assistance Number:

5310

CFDA Title:

Enhanced Mobility of Seniors & Individuals with Disabilities

### \* 12. Funding Opportunity Number:

5310

\* Title:

Enhanced Mobility of Seniors & Individuals with Disabilities

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Brevard County

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Phase I of Capital Equipment Project to Enhance the Mobility of Seniors and Individuals with Disabilities

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
* a. Applicant <input style="width: 80px;" type="text" value="FL8"/>	* b. Program/Project <input style="width: 80px;" type="text" value="FL8"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>17. Proposed Project:</b>	
* a. Start Date: <input style="width: 80px;" type="text" value="7/1/21"/>	* b. End Date: <input style="width: 80px;" type="text" value="6/30/22"/>
<b>18. Estimated Funding (\$):</b>	
* a. Federal	<input style="width: 150px;" type="text" value="\$224,000"/>
* b. Applicant	<input style="width: 150px;" type="text" value="\$ 28,000"/>
* c. State	<input style="width: 150px;" type="text" value="\$ 28,000"/>
* d. Local	<input style="width: 150px;" type="text"/>
* e. Other	<input style="width: 150px;" type="text"/>
* f. Program Income	<input style="width: 150px;" type="text"/>
* g. TOTAL	<input style="width: 150px;" type="text" value="\$280,000"/>
<b>* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input checked="" type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 100px;" type="text" value="05/04/2021"/>	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input style="width: 300px;" type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
<b>21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)</b>	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: <input style="width: 150px;" type="text"/>	* First Name: <input style="width: 300px;" type="text" value="Rita"/>
Middle Name: <input style="width: 300px;" type="text"/>	
* Last Name: <input style="width: 500px;" type="text" value="Pritchett"/>	
Suffix: <input style="width: 150px;" type="text"/>	
* Title: <input style="width: 450px;" type="text" value="Chair"/>	
* Telephone Number: <input style="width: 200px;" type="text" value="321-635-7815"/>	Fax Number: <input style="width: 250px;" type="text" value="321-633-1905"/>
* Email: <input style="width: 600px;" type="text" value="Terry.Jordan@brevardfl.gov"/>	
* Signature of Authorized Representative: <input style="width: 350px;" type="text"/>	* Date Signed: <input style="width: 100px;" type="text"/> *As approved by the Board on 08/03/2021.





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.9.

8/3/2021

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### **Subject:**

Approval, Re: Auto Aid Agreement with Patrick Space Force for Fire Protection and Emergency Services.

### **Fiscal Impact:**

No financial impact

### **Dept/Office:**

Public Safety Group: Fire Rescue

### **Requested Action:**

It is requested the Board approve the Automatic Aid Agreement with Patrick Space Force Base for Fire Protection and Emergency Services to cover unincorporated areas of South Cocoa Beach and authorize the Chair to execute the agreement. It is also requested the Board authorize the County Manager, or designee, the authority to execute any revisions to the agreement, execute contract amendments, renewals, or extensions as agreed to by both parties and as outlined in the agreement, upon the review and approval of the County Attorney's Office and Risk Management.

Additionally, request the District 2 Commissioner, Bryan Lober, be designated to represent the Board at an agreement signing ceremony, currently scheduled to be held on Wednesday, August 4<sup>th</sup>, at Patrick Space Force Base.

This auto aid mirrors other agreements currently in place and has been reviewed by Patrick Space Force Base Judge Advocate General, the County Attorney's Office and Risk Management, with a recommendation to approve.

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

The attached agreement allows for both agencies to respond with the closest available apparatus and personnel to the other's emergency regardless of the jurisdiction in an effort to provide a more timely and effective response. Approval of this Agreement will enhance public safety and build strong relationships with our community partners.

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

Return the fully executed Interlocal Agreement to Pamela Barrett in Fire Rescue for recordation in the Official Record Books.

**INTERLOCAL AGREEMENT FOR MUTUAL AND AUTOMATIC AID  
IN FIRE AND EMERGENCY SERVICES  
BETWEEN  
BREVARD COUNTY, FLORIDA  
AND  
PATRICK SPACE FORCE BASE, FLORIDA**

This Mutual and Automatic Aid Interlocal Agreement (the "Agreement"), is made and entered into this \_\_\_ day of August 2021, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander, Space Launch Delta 45, Patrick Space Force Base (PSFB) pursuant to the authority of 42 U.S.C. § 1856a and Brevard County Board of County Commissioners (through Brevard County Fire Rescue, the "County"). Together the Air Force and Brevard County are hereinafter referred to as the "Parties".

**WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for response to protect life and property from confirmed fire either by smoke or visible flame, and shall include one (1) Class "A" Pumper staffed by a minimum of four (4) firefighters; and

WHEREAS, the Parties hereto desire to be assigned fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

WHEREAS, this Interlocal Agreement is authorized pursuant to Sections 125.01(1)(p) and 163.01, Florida Statutes; and

**NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:**

a. The authority of the Air Force to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and AFI 32-2001, *Fire and Emergency Services Program*. The authority for the County to enter into this Agreement is set forth in Sections 125.01(1)(p) and 163.01, Florida Statutes.



b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid and automatic aid in fire protection services as defined above and below.

c. This agreement includes both mutual and automatic aid.

(1) Mutual Aid Upon Request By the County: On request to a representative of the Patrick Space Force Base Fire and Emergency Services by a representative of Brevard County Fire Rescue, fire protection equipment and personnel of the Patrick Space Force Base Fire and Emergency Services will be dispatched to any point within the area for which Brevard County Fire Rescue normally provides fire protection services as designated by the representatives of Brevard County Fire Rescue.

(2) Mutual Aid Upon Request By the Air Force: On request to a representative of Brevard County Fire Rescue by a representative of the Patrick Space Force Base Fire and Emergency Services, fire protection equipment and personnel of Brevard County Fire Rescue will be dispatched to any point within the jurisdiction of Patrick Space Force Base as designated by the representative of Patrick Space Force Base Fire and Emergency Services.

(3) Automatic Aid Provided by the Air Force to the County: “Automatic aid” is a form of mutual aid and a legally binding agreement for the automatic response by installation or base fire departments to pre-arranged areas outside the installation or base and an automatic response by the outside municipality/government to pre-arranged areas inside the installation or base. By this Agreement, Patrick Space Force Base agrees to automatically respond to provide fire protection, unless noted otherwise, within the unincorporated area of Brevard County identified in Appendix A of the Agreement and referred to as “Unincorporated South Cocoa Beach Response Zones”.

(4) Automatic Aid Provided by the County to the Air Force: “Automatic aid” is a form of mutual aid and a legally binding agreement for the automatic response by installation or base fire departments to pre-arranged areas outside the installation or base and an automatic response by the outside municipality/government to pre-arranged areas inside the installation or base. By this Agreement, Brevard County agrees to provide an automatic response by Brevard County Fire Rescue to pre-arranged areas inside PSFB for immediate joint response on first alarms.

d. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Brevard County Fire Rescue shall provide a Class "A" Pumper with three (3) firefighters to backfill at the PSFB Fire Station when Patrick Space Force Base is committed to the fire scene per this agreement.

(2) Automatic aid responses hereunder will be specific to vehicles and specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization.

(3) The responding organization will operate under the policies and procedures of the authority having jurisdiction where possible. Air Force military and civilian personnel remain under the authority of the Installation Commander and the Installation Fire Chief. Air Force personnel will operate under the policies and procedures of the authority having jurisdiction to the extent policies and procedures do not conflict with Federal law. Where local agencies do not assign an incident safety officer, a PSFB Senior Fire Officer will be assigned to act as the incident safety officer for PSFB to observe Air Force operations.

(4) The responding organization will report to the officer in charge of the authority having jurisdiction or may be required to serve as the officer in charge until a senior officer arrives to the location to which the equipment and personnel is dispatched, and will be subject to the orders of that official. The authority having jurisdiction for PSFB will be PSFB Fire and Emergency Services. The authority having jurisdiction for the unincorporated areas of Brevard County will be Brevard County Fire Rescue.

(5) The responding organization will be released by the authority having jurisdiction when the services of the responding organization are no longer required.

e. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek remuneration from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), both Brevard County Fire Rescue and Patrick Space Force Base are permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the other Party. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW, each Party hereby reserves the right to seek reimbursement from the other for all or any



part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party.

BCFR will offer PSFB the opportunity of "Blue Card" incident command training to 20 PSFB fire certified personnel during the course of this Agreement (a total of 20 personnel over the 20 years). BCFR will pay for the cost of the initial Blue Card certification for the 20 PSFB student participants. Upon PSFB notifying BCFR in writing, with ninety days advance notice, of its desire to initiate Blue Card training, BCFR will coordinate the training. Class size for the Blue Card training is a minimum of 6 students with a maximum of 10 students. PSFB will be allowed to request classes for PSFB personnel as well as send PSFB personnel to unfilled slots for classes not scheduled solely for PSFB.

Coordination of training begins by PSFB providing BCFR with the personnel/student names and other appropriate information needed for BCFR to schedule those students for the initial online training for the Blue Card certification. Students have one year to complete the online training. Once the online training is complete, BCFR will schedule the students for the three-day in-person class/practical training provided by BCFR. Brevard County reserves the right to re-schedule in-person training if there is an insufficient number of students in a given class.

BCFR will also offer Blue Card Re-Certification training, but the cost of the re-certification will be the responsibility of PSFB.

Should either party terminate this Agreement while PSFB personnel are scheduled for Blue Card training, those PSFB personnel will be allowed to complete the training with the cost of initial Blue Card certification being born by BCFR.

f. The County agrees to indemnify and hold harmless the United States from any liability that may arise from any negligent actions or omissions committed by employees or representatives of the County. Likewise, the County agrees to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the County, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the County's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from either the negligent actions or omissions committed by United States employees or the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection

services to the County, which obligation shall survive such termination. Such indemnification obligation of the County is subject to the sovereign immunity limits set forth in Section 768.28, Florida Statutes.

g. The Air Force agrees to indemnify and hold harmless the County from any liability that may arise from any negligent actions or omissions committed by employees or representatives of the United States. Likewise, the Air Force agrees to indemnify and hold harmless the County from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the County in providing fire protection services to the Air Force, which agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the Air Force's obligation under this paragraph to indemnify and hold harmless the County from any liability that may arise from either the negligent actions or omissions committed by County employees or the use of fire-fighting foams, chemicals, or other materials by the County in providing fire protection services to the Air Force, which obligation shall survive such termination.

h. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations and in association with *National Fire Protection Association Standard 1561*.

i. All claims against either Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement should be directed to the Party having jurisdiction over the area where the incident occurred as a result of firefighting performance. This provision does not waive any right of reimbursement pursuant to paragraph e.

j. All equipment used by Brevard County Fire Rescue in providing mutual aid under this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Brevard County Fire Rescue under this Agreement will, at the time of such action, be an employee or volunteer member of Brevard County Fire Rescue.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions. Military requirements and military necessity may preempt the installation's ability to provide automatic aid, as

determined in the sole discretion and authority of the installation commander or his designee.

#### I. Disputes.

**Parties to Negotiate.** If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

#### m. Alternative Dispute Resolution.

(1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

(2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at [www.adr.af.mil](http://www.adr.af.mil)).

(3) The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The County's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.



n. Interpretations of this agreement shall be determined in accordance with the Laws of the United States, and to the extent that they do not conflict, the Laws of the State of Florida. Any legal action involving the United States must be filed in the appropriate federal court of competent jurisdiction after the exhaustion of any applicable administrative remedies. Federal law preempts conflicting state law under the Supremacy Clause of the U.S. Constitution, and in the case of this Interlocal Agreement, Federal law, including but not limited to Federal statutes, the Code of Federal Regulations, DoD Instructions and Directives, and Air Force Instructions and Technical Manuals, preempts any conflicting state law or guidance to the contrary.

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

p. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

Patrick Space Force Base  
c/o Commander, Space Launch Delta 45  
1201 Edward White Street, Building 423  
Patrick SFB, FL 32925-3439

And:

Department of the Air Force  
Air Force Civil Engineer Center/CXF  
139 Barnes Drive, Suite 1  
Tyndall AFB FL 32403-5319

And:

Fire Chief  
Patrick Space Force Base  
1311 Control Road  
Patrick SFB, FL 32925

For Brevard County Fire Rescue

Chief Mark Schollmeyer  
Brevard County Fire Rescue  
1040 South Florida Avenue  
Rockledge, FL 32955-2498

And:

Public Safety Director  
Matthew Wallace  
Public Safety Department  
1040 South Florida Avenue  
Rockledge, FL 32955-2498

#### **TERMS OF THE AGREEMENT**

r. This Agreement will become effective on the date of the last signature to the Agreement and recorded with the Clerk of the Circuit Court in and for Brevard County (such recording and payment of the recording fee shall be the responsibility of the County) and will remain in effect for five years from that date (the “Term”) and automatically renews for an additional five-year period with the right to renew for additional two five-year terms not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

s. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

t. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties and recorded with the Clerk of the Circuit Court in and for Brevard County.

u. This Agreement may be executed in one or more counterparts, each of which will be deemed an original

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

THE UNITED STATES OF AMERICA  
by the Secretary of the Air Force

BREVARD COUNTY BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_  
STEPHEN G. PURDY  
Brigadier General, USSF  
Commander, Space Launch Delta 45

\_\_\_\_\_  
RITA PRITCHETT, CHAIR

Date: \_\_\_\_\_

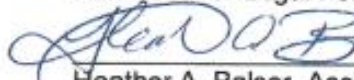
Date: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Rachel M. Sadoff, Clerk to the Board

Reviewed for Legal Form and Content:

  
\_\_\_\_\_  
Heather A. Balser, Assistant County Attorney

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of July, 2021, by Stephen G. Purdy, Brigadier General, USSF Commander Space Launch Delta 45, who is personally known to me or who has produced \_\_\_\_\_ as identification.

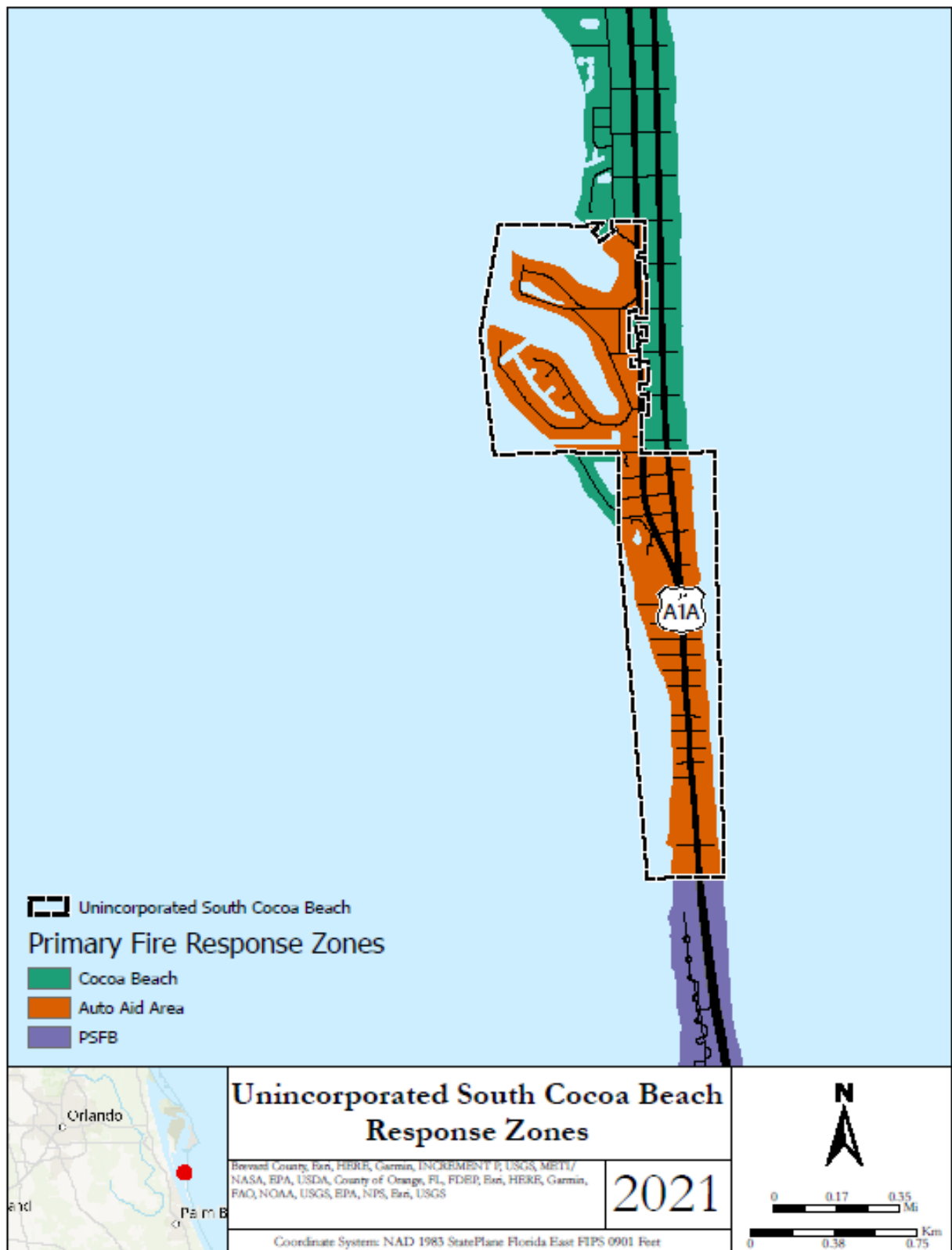
[Notary Seal]

\_\_\_\_\_  
Notary Public

Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_



## APPENDIX A



**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> PATRICK SPACE FORCE BASE		<b>2. Amount:</b>
<b>3. Fund/Account #:</b> 1351/5340000	<b>4. Department Name:</b> BCFR	
<b>5. Contract Description:</b> AUTOMATIC AID FOR FIRE PROTECTION AND RESCUE SERVICES		
<b>6. Contract Monitor:</b> AC PATRICK VOLTIARE/PAMELA BARRETT	<b>8. Contract Type:</b>	
<b>7. Dept/Office Director:</b> MARK SCHOLLMAYER, FIRE CHIEF	INTERGOVT/LOCAL	
<b>9. Type of Procurement:</b> Exempt from Competition		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" 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 - CONTRACTS MANAGEMENT DATABASE CHECKLIST

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	Voltaire, Patrick <small>Digitally signed by Voltaire, Patrick Date: 2021.06.14 13:00:49 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.07.15 07:54:12 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Powers, Melissa <small>Digitally signed by Powers, Melissa Date: 2021.07.21 08:07:01 -04'00'</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"/>



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.10.

8/3/2021

### Subject:

Permission to Issue Annual Supply Bids, Proposals and Requests for Qualifications (FY 2021/2022) and/or Negotiate Competitive Agreements

### Fiscal Impact:

Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodity and services; ensures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities and services is allocated to individual agencies' funding sources. Funds will be encumbered through user-initiated purchase orders.

### Dept/Office:

Central Services / Purchasing Services

### Requested Action:

It is requested that the Board grant Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for Fiscal Year 2021-2022.

- Solicit competitive bids, quotes, and/or negotiated competitive agreements and award to the lowest responsive, responsible and most qualified vendor(s).
- Solicit competitive proposals and requests for qualifications, establish selection and negotiation committees approved by the County Manager (or designee); and award contracts and/or purchase orders with the highest ranked proposer(s).
- Exercise renewal options upon evaluation of supplier performance and recommendation from user departments/offices. This establishes that continuance of the contract is favorable prior to renewal of the agreement.
- Authorize the BOCC Chair to execute all contracts, contract renewals, contract amendments and any necessary contract extensions that exceed \$100,000.00 in total aggregate value, upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

### Summary Explanation and Background:

The use of term agreements is one of the methods utilized by Purchasing Services to implement strategic sourcing and take advantage of economies of scale. Purchasing Services estimates the annual needs of the County for items or groups of items where there is an opportunity to achieve savings by using formal competitive processes (formal bids, quotes proposals, and requests for qualifications). Annual competitions establish a source, a firm price and a performance period on high-volume, repetitive materials and continuing services.

Approval of this action will eliminate repetitive Board action granting permission to purchase routinely used



items and services, and eliminate an estimated several thousand individual purchase order transactions. Also, to expedite the award process, the Assistant County Managers currently have Board authorization to solicit, award and execute contracts up to \$50,000.00 and the County Manager up to \$100,000.00. Award recommendations will be made by a selection committee consisting of user agency representatives approved by the County Manager, or designee, for evaluation of proposals, and Purchasing and user agency staff members for determining responsive and responsible bids. The competitive procurement method (competitive bid versus competitive proposal) will be determined by the individual service or commodity requirement.

Acquisition of services for recurring continuing professional consultant contracts will be solicited in accordance with Policy BCC-27 and Florida Statutes 287.055, "Consultants' Competitive Negotiation Act". Florida Statute 287.055 allows the County to enter into continuing contracts for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 Million, if the professional services under the contract do not exceed \$500,000.00. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Annual negotiated competitive agreements/discounts establish a firm source period, and price on high volume materials and services, significantly reducing the number of repetitive, expensive daily purchase transactions through the utilization of open purchase orders or purchase card.

The evaluation of renewal options utilizes factors such as market data, level of competition available, inflation and vendor performance. The using agencies and Purchasing Services will document recommendations of exercising renewal options in the official bid or proposal files.

Formal contract renewals will be in accordance with AO-29, Contract Administration.

Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodities and services ensures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities and services is allocated to individual agencies' funding sources. Funds will be encumbered through user initiated purchase orders.

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

None

**ANNUAL BID/QUOTE/PROPOSAL LIST**  
**FY 2021/2022**  
**- Over \$100,000 Annually -**

<b>COMMODITY/SERVICE</b>	<b>CONTRACT YEAR &amp; RENEWAL OPTION</b>	<b>ESTIMATED ANNUAL EXPENDITURES (&gt;\$100K)</b>
Aggregate (57 Stone, Limerock, Granite Rock Non-Calcareous & Pea Gravel)	Up to 5 years	\$200,000.00
Agricultural & Aquatic Chemicals	Up to 5 years	\$270,000.00
Agricultural Equipment OEM Replacement Parts	Up to 5 years	\$105,000.00
Alarm Inspection, Monitoring, Repair and Replacements	Up to 5 years	\$175,000.00
Asphaltic Concrete	Up to 5 years	\$15,000,000.00
Athletic Court Resurfacing & Lining	Up to 5 years	\$300,000.00
Auctioneer Services	Up to 5 years	Dependent on Sales
Automotive Parts & Batteries	Up to 5 years	\$100,000.00
Insurance All Types	5 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	\$300,000.00
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	Board Approved Capital Outlay
Cold in Place Recycling	Up to 5 years	\$100,000.00
Computer Equipment, Peripherals & Services	Up to 5 years	\$500,000.00
Concrete Pipe	Up to 5 years	\$300,000.00
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	\$340,000.00
Consultant Professional Engineering Services, A&E, Roofing Services, Appraisal Services and Landscape Architects – All Departments	Up to 5 years	Varies per CIP Project and Tasking
Continuing Roofing Contracting Services	Up to 5 years	Varies per CIP Project and Tasking
Continuing General Contractor Services for SCAT Projects	Up to 5 years	Varies per CIP Project and Tasking
Continuing Construction Management Services	Up to 5 years	Varies per CIP Project and Tasking
Contracted Seasonal Recreation Worker Services for Parks and Recreation	Up to 5 years	\$1,002,000.00
Copy Machine Lease	5 yr. & 1 (1 yr.) renewal	\$550,000.00
Debt Collection Services	3 Years	
Deceased Removal and Transport	Up to 5 years	\$180,000.00
Detention Center Kitchen Equipment Services	Up to 5 Years	Varies
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	Contingency Agreement Emergency activation
Disaster Debris Removal Services	5 yr. & no renewals	Contingency Agreement Emergency activation
Electrical Contractor Services - Hourly	Up to 5 years	\$265,000.00
Electrical Supplies	Up to 5 years	\$210,000.00
Electronics Waste Recycling Services	Up to 5 years	\$175,000.00
Emergency Generator Repair & Maintenance	Up to 5 years	\$100,000.00
Employee Benefits Consulting Services	5 yr & automatic renewal	\$104,000.00

<b>COMMODITY/SERVICE</b>	<b>CONTRACT YEAR &amp; RENEWAL OPTION</b>	<b>ESTIMATED ANNUAL EXPENDITURES (&gt;\$100K)</b>
EMS Billing Services	Up to 5 years	\$630,000.00
Fencing (Brevard County Cooperative Bid)	Up to 5 years	\$500,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	\$100,000.00
Fire Rescue Equipment	Up to 5 years	\$200,000.00
Floor Cleaning - Countywide	Up to 5 years	\$170,000.00
Full Depth Reclamation	Up to 5 years	\$100,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	Up to 5 years	\$2,000,000.00
Grassing Services (Brevard County Cooperative Bid)	Up to 5 years	\$500,000.00
HVAC & Ice Machine Services	Up to 5 years	\$475,000.00
HVAC for Maintenance	Up to 5 years	\$1,700,000.00
Infrastructure Assessment Services, Gravity Sewer Lines, and Manholes	Up to 5 years	\$300,000.00
Inlets, Manholes, & Grates	Up to 5 years	\$485,000.00
Integrated Library Systems	Up to 10 years	\$800,000.00
Irrigation Installation – Parks & Rec	Up to 5 years	\$250,000.00
Insurance All Types (Medical, Dental, Vision, Retiree)	7 years	Dependent on plan participants
Janitorial Services - County Wide	Up to 5 years	\$465,000.00
Janitorial Supplies	Up to 5 years	\$250,000.00
Laboratory Testing & Related Professional Services	Up to 5 years	\$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	Up to 5 years	\$100,000.00
Landscape Design & Detailing Maintenance Svs (Complete) - Facilities	Up to 5 years	\$150,000.00
Lawn Service – Countywide (Parks, Public Works, Fire Rescue, Libraries, Transit Services, UF/Brevard Extension , Medical Examiner, Carriage Gate)	Up to 5 Years	\$925,000.00
Lime Rock for Solid Waste and Public Works	Up to 5 years	\$150,000.00
Marketing Services for SCAT	Up to 5 years	\$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	\$1,900,000.00
Mix-In-Place Soil Cement	Up to 5 years	\$250,000.00
Maintenance, Repair, & Operation (MRO) and Industrial Supplies	Up to 5 years	\$500,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	Up to 5 years	\$2,200,000.00
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	Up to 5 years	\$600,000.00
Office Supplies	Up to 5 years	\$350,000.00
On-site Concrete Crushing (Solid Waste)	Up to 5 years	\$100,000.00
Overhead Door & Gate Maintenance Repair – County	Up to 5 years	\$125,000.00
Painting Contractor Services	Up to 5 years	\$200,000.00
Park Amenities – Catalog Discount	Up to 5 Years	\$100,000.00
Personal Protection Equipment (PPE)	Up to 5 years	\$100,000.00
Petroleum Products - Lube Oil	Up to 5 years	\$125,000.00



<b>COMMODITY/SERVICE</b>	<b>CONTRACT YEAR &amp; RENEWAL OPTION</b>	<b>ESTIMATED ANNUAL EXPENDITURES (&gt;\$100K)</b>
Physical Examinations - Fire Rescue	Up to 5 years	\$225,000.00
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	\$3,000,000.00
Plans Examiner Services	Up to 5 years	\$300,000.00
Playground Equipment, Surfacing, Installation & Repair	Up to 5 years	\$300,000.00
Plumbing Services	Up to 5 years	\$160,000.00
Plumbing Supplies Catalog Discount	Up to 5 years	\$150,000.00
Polymer, Sludge Dewatering	Up to 5 years	\$150,000.00
Postal & Courier Services – Libraries	Up to 5 years	\$268,000.00
Pump out Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	\$350,000.00
Radio System (800 MHZ) Maintenance Contract	Up to 5 years	\$500,000.00
Removal & Disposal of Dewatered Biosolids	Up to 5 years	\$500,000.00
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	\$486,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	Up to 5 years	\$160,000.00
Road Construction Materials	Up to 5 years	\$4,000,000.00
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	\$150,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	\$1,400,000.00
SAP Support Services	Up to 5 years	\$300,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	\$4,350,000.00
Security Services - Brevard Government Complexes	Up to 5 years	\$250,000.00
Security Services Unarmed – Multi-departmental	Up to 5 years	\$500,000.00
Select Common Fill - Sarno Road Landfill	Up to 5 years	\$100,000.00
Select Common Fill - for Landfills (CDF Only)	Up to 5 years	\$900,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	\$140,000.00
Sodium Hypochlorite Supply Services	Up to 5 years	\$250,000.00
Soil Cement Pub Mill Mix	Up to 5 years	\$180,000.00
Soil Cement with Oil Injection	Up to 5 years	\$100,000.00
Sports Lighting with Related Supplies and Services	Up to 5 years	\$700,000.00
Street Sweeping and Inlet Basket Cleaning	Up to 5 years	\$150,000.00
Structured Cabling System - Small Projects/Limited Drop	Up to 5 years	\$100,000.00
Submersible Pump and Motor Repair Services	Up to 5 years	\$125,000.00
TDC - Website Development & Maintenance Services	Up to 5 years	\$200,000.00
Temporary Employment Services	Up to 5 years	\$250,000.00
Temporary Traffic Control Devices (Barricade Rentals)	Up to 5 years	\$100,000.00
Tires, Equipment, Services, Shredding and Disposals	Up to 5 years	\$735,000.00
Traffic Sign Materials	Up to 5 years	\$100,000.00
Traffic Operations Fiber Optics Construction, Rehab, Maintenance and Emergency Repairs	Up to 5 years	\$240,000.00

<b>COMMODITY/SERVICE</b>	<b>CONTRACT YEAR &amp; RENEWAL OPTION</b>	<b>ESTIMATED ANNUAL EXPENDITURES (&gt;\$100K)</b>
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	\$600,000.00
Transportation of Dead Bodies	Up to 6 years	\$180,000.00
Travel Media Relations (For TDO)	Up to 5 years	\$200,000.00
Tree Trimming and Removal Services	Up to 5 years	\$200,000.00
Trucking Services	Up to 5 years	\$130,000.00
Uniform Apparel: Fire Rescue	Up to 5 years	\$100,000.00
Uniforms, Rentals with Related Products and Services	Up to 5 years	\$110,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	\$300,000.00
Welding/Medical Gases & Supplies	Up to 5 years	\$110,000.00
Well Repairs, Maintenance and Rehabilitation Services	Up to 5 years	\$95,000.00



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.11.

8/3/2021

### Subject:

Permission to Issue Purchase Orders (FY 2021/2022) to Approved Vendors of Record (VOR)

### Fiscal Impact:

Estimated annual amounts are based upon historical use. Department analysis and Purchasing Services market justifications of the below approvals minimize administrative costs, ensures efficient use of available funds, and provides for the timely provision of commodities and services. Establishment of costs associated with these commodities/services is allocated to individual agencies funding source. Funds will be encumbered through user initiated blanket purchase orders.

### Dept/Office:

Central Services / Purchasing Services

### Requested Action:

It is requested that the Board:

1. Approve the use of the attached vendors determined to be the sole source for the products or services indicated;
2. Approve the issuance of purchase orders, and authorize the Chair to execute contracts, contract renewals, contract amendments, and any necessary contract extensions, to those vendors exceeding \$100,000.00; subject to review and approval by the County Attorney's Office, Risk Management, and Purchasing Services approval;
3. Approve competitive action in the event of unforeseen changes to the approved vendors, and/or the cooperative purchasing programs; and
4. Approve the use of State Contract(s), cooperative contracts and other agency contracts as vendors of record per the attached list, when market research dictates, utilizing one of these existing contracts is in the best interest of the County.

### Summary Explanation and Background:

Brevard County Policy BCC-25, Purchasing, requires Board approval to purchase from:

- Sole Source, Single Source, and/or Proprietary purchases, which in some cases may be the original equipment manufacturer (OEM) for parts and service compatibility, where purchases exceed \$100,000.00.
- Competitive State contracts or other cooperative agreements, exceeding \$100,000.00, when market research dictates these contracts and agreements are in the best interest of the County.

On September 15, 1987, the Board directed Vendors of Record within these categories to be brought to the Board for approval on an annual basis. Approval of this action will eliminate repetitive Board action, requesting permission to utilize Vendors of Record listed. Also, to expedite this process, the Assistant County



Managers presently have Board authorization to approve utilization of Vendors of Record listed up to \$50,000.00 and the County Manager up to \$100,000.00.

On August 9, 2011, the Board approved an Interlocal Agreement to allow participation in a purchasing arrangement now known as the Brevard County Public Entity Purchasing Cooperative. Local Governmental entities within the Brevard County geographic area have entered into an Interlocal Agreement, to create a Cooperative Purchasing group. Cooperative Purchasing programs contribute to cost savings by taking advantage of volume buying, consolidated bid solicitation, and product testing. These programs also facilitate the sharing of information and expertise about commodities and services being procured and often attract more competition, and reduce administrative costs.

Brevard County also participates in other intergovernmental cooperative purchasing programs, through the National Association of State Procurement Officials (NASPO), Sourcewell, Western State Contracting Alliance (WSCA) and U.S. Communities; which offer local governments access to national solicited contracts that may provide significant reductions in price and guaranteed delivery features. These contracts would only be utilized by County staff when it has been determined that their utilization is in the best interest of the County.

OEM (Original Equipment Manufacturer) repair and/or parts vendors, or their exclusive authorized representatives, provide service, usually for heavy industrial equipment. Their services are not normally franchised to retailers, but retained under the control of the OEM to ensure quality control and equipment reputation. Copies of authorization letters are on file at Purchasing Services. In addition to providing a high level of quality and longevity, use of OEM parts and service providers ensures that equipment warranties are not diminished or voided.

Approval of this action will eliminate additional Board actions granting permission to purchase common items and services from differing Board agencies.

Estimated annual amounts are based upon historical use. Minimizing administrative costs ensures efficient use of available funds, and the timely provision of commodities and services. Establishment of costs associated with these commodities/services is allocated to individual agencies' funding source. Funds will be encumbered through user initiated blanket purchase orders.

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

None

VENDORS OF RECORD  
FY 2021-2022  
- Over \$100,000 Annually -

COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
<b>Sole/Single Source Including Original Equipment Manufacturer and Sole Authorized Distributors</b>				
AUTO, TRUCK, HEAVY EQUIPMENT, MOWER PARTS	\$400,000.00	DOBBS EQUIPMENT (#3172), ROBINSON EQUIPMENT (#2536), GREAT SOUTHERN EQUIPMENT (#3278), Florida Coast Equipment	CONTINUING	Distributor - DOBBS: SOLE AUTHORIZED DISTRIBUTOR FOR COMPACTION AMERICA (BOMAG) PRODUCTS, JOHN DEERE AND GENUINE TIGER PARTS FOR BREVARD COUNTY; ROBINSON SOLE AUTHORIZED DEALER KUBOTA, BUSH HOG, MASSEY FERGUSON; KNAPHEIDE - AUTHORIZED ADRIAN/KNAPHEIDE, DEALER FOR BREVARD COUNTY
Bee Mats	\$251,300.00	Beemats LLC	CONTINUING	Patented - OEM
DRAWBRIDGE MAINT. AND REPAIR	\$200,000.00	FLORIDA DRAWBRIDGES, INC.	CONTINUING	UNIQUELY QUALIFIED - THEY HAVE PERFORMED ALL MAINTENANCE AND REPAIRS SINCE 2011, AND ARE THE ONLY COMPANY THAT BIDS THIS WORK DO TO LOCATION, LIMITED QUALIFIED CONTRACTORS FOR THIS TYPE OF WORK WILLING TO SERVICE JUST ONE BRIDGE.
EMERGENCY FUEL (DIESEL/GAS)	\$100,000.00	WATKINS OIL (#2861)	CONTINUING	FUEL DURING EMERGENCY EVENTS TO SUPPLY THE EMERGENCY GENERATORS, ETC.
FIRE RESCUE TRAINING	\$200,000.00	Eastern Florida State College; Orlando Medical Institute (\$200,000 EACH)	CONTINUING	EFSC provides EMT Certification and Paramedic School option for new Fire Rescue Hires. OMI provides Paramedic School option. Two failed bids justifies only comparable providers per SS2990813
GE LED TRAFFIC SIGNALS SALES AND SERVICE, GRIDSMART* TRAFFIC CAMERA SYSTEMS, AND GLOBAL TRAFFIC TECH OPTICOM™ GPS SYSTEM PRODUCTS. TCS 12x12 INTERSECTION DISPLAY BOARD	\$100,000.00	CUBIC CORPORATION AND SUBSIDIARIES CUBIX ITS INC (#16118)	CONTINUING	EXCLUSIVE DISTRIBUTOR FOR SALES AND SERVICE OF GE LED TRAFFIC SIGNALS, GLOBAL TRAFFIC TECH (GTT) OPTICOM™ GPS SYSTEM, AND GRIDSMART* TRAFFIC CONTROL SYSTEM FOR ENTIRE STATE OF FLORIDA. OEM AND SOLE PROVIDER OF TCS 12x12 INTERSECTION DISPLAY BOARD.
Eaton's Aeroquip® & White Hydraulic Motor - Hose & Fittings	\$100,000.00	Central Hydraulics (#1704)	CONTINUING	Authorized Sole Distributor in Brevard County
GRADALL HYDRAULIC EXCAVATOR SERVICE AND PARTS	\$100,000.00	GREAT SOUTHERN EQUIPMENT (GSX)	CONTINUING	Sole Source/Authorized Dealer
HEAVY EQUIPMENT AND PARTS, GENERATORS AND GPS SOFTWARE	Parts, Supplies and Service: \$375,000; Equipment approved in adopted budget	RING POWER CORPORATION (#3289, #5826, #8269)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR CATERPILLAR PRODUCTS AND SERVICE FOR BREVARD COUNTY
Histology and Toxicology Laboratory Services for the Medical Examiner's office	\$200,000.00	Steward Rockledge Hospital, Inc	1/12/2022	Sole Source Service Provider - Board approved
LANDFILL POSI-SHELL* ENVIRONMENTAL COASTINGS, base mix, applicators and parts	\$130,000.00	LSC ENVIRONMENTAL PRODUCTS (#13932)	CONTINUING	Sole Source Supplier -- Alternative daily cover (Posi-Shell® base mix & X-treme Rain Shield) in lieu of fill dirt
LIBRARY DIGITAL MATERIALS (e-BOOKS, PERIODICALS)	\$205,000.00	OVERDRIVE INC. (#12776)	CONTINUING	MANUFACTURER AND SOLE PROVIDER OF OVERDRIVE DIGITAL LIBRARY SYSTEM
LIFEPAK* 15 DEFIBRILLATOR, AED PRODUCTS, & MAINTENANCE Stryker Medical Products, supplies, parts and services	\$350,000.00	PHYSIO-CONTROL, INC. Medical (V# 7782) Stryker	CONTINUING	SOLE SOURCE MANUFACTURE AND HAS NO AUTHORIZED DEALERS OR RESELLERS IN THE BREVARD COUNTY MARKET.
MACK* TRUCK PARTS, SERVICE AND WARRANTY REPAIRS	\$190,000.00	NEXTRAN TRUCK CENTER, ORLANDO (#3287)	CONTINUING	EXCLUSIVE AUTHORIZED AND DESIGNATED MACK* DEALER FOR PARTS, SERVICE, AND WARRANTY REPAIRS OF HEAVY DUTY VEHICLES.
MOSQUITO CONTROL CHEMICALS, ADAPCO MONITOR 4s SERVICE & PARTS	\$380,000.00	ADAPCO (#1478)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR DIBROM, AGNIQUE, FOURSTAR, AQUABAC, SPHERATA, SCOURGE, BVA, ZENVEX AND ALTOSID, DELTAGARD
MOSQUITO CONTROL CHEMICALS	\$360,000.00	CLARKE MOSQUITO CONTROL PRODUCTS, INC. (#354)	CONTINUING	SOLE SOURCE FOR BIOMIST*, DUET*, MOSQUITOMIST*, ANVIL*, COCOBEAR*, & NATURAL* PRODUCTS; VALENT VECTOBAC*, VECTOLEX*, & VECTOMAX* PRODUCTS.
MOSQUITO CONTROL CHEMICALS	\$245,000.00	UNIVAR USA (#10998)	CONTINUING	MANUFACTURER AND SOLE DISTRIBUTOR OF MASTERLINE KONTROL, MASTERLINE AQUACONTROL, MASTERLINE LARVICIDE OIL, MASTERLINE BIFENTHRIN
MOSQUITO CONTROL CHEMICALS	\$98,000.00	HELENA AGRI-ENTERPRISES, LLC (#3308)	CONTINUING	MANUFACTURER AND SOLE SUPPLIER OF DLZ*, DROPLET LANDING ZONE, AND OPTIMA, AN ADJUVANT FOR PESTICIDE AND NUTRITIONAL SPRAYS
3M Scott Fire & Safety Products (SCBA & TICs); and Honeywell First Responder Products	\$120,000.00	MUNICIPAL EMERGENCY SERVICE (MES) (#13120), FISHER SCIENTIFIC (#3257)	CONTINUING	AUTHORIZED DISTRIBUTORS
Reclamite Preservation Seal (Mallene based asphalt rejuvenator)	\$800,000.00	Pavement Technology Inc	CONTINUING	Sole Source applicator and sales for Tricor Refining, LLC and their Reclamite Preservation Seal
SAP LICENSES	Dependent on Licensing needs	SAP	CONTINUING	OEM-SOLE SOURCE CM#1174
TORO TURF EQUIPMENT & IRRIGATION PARTS	\$450,000.00	WESCO TURF SUPPLY (#1363)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR TORO TURF EQUIPMENT AND PARTS AND IRRIGATION PARTS FOR BREVARD COUNTY; BOARD STANDARDIZATION RECEIVED FOR TORO IRRIGATION PARTS
TRAFFIC SIGNAL - ALPHA TECHNOLOGIES; RTC MANUFACTURING; POLARA ENGINEERING TRAFFIC PRODUCTS; DIALIGHT CORP.; CARMANAH; THK SECURITY PRODUCTS AND SENSYS NETWORKS EQUIPMENT	\$120,000.00	TEMPLE, INC. (#6098)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR IN STATE OF FLORIDA FOR ALPHA TECHNOLOGIES; RTC MANUFACTURING; POLARA ENGINEERING TRAFFIC PRODUCTS; DIALIGHT CORP.; CARMANAH NETWORK EQUIPMENT AND PRODUCTS, SENSYS NETWORKS, FCU SCHOOL ZONE TIME SWITCH, AND TKH SECURITY PRODUCTS
EZ-IO® System (Arrow Int'l)	\$150,000.00	Teleflex LLC (V# 15963)	CONTINUING	OEM Sole Source Manufacturer for Arrow® EZ-IO® Intraosseous Vascular Access System
TRAFFICWARE/NAZTEC TRAFFIC SYSTEM APPLICATIONS AND SERVICE	\$100,000.00	CUBIC CORPORATION AND SUBSIDIARIES CUBIX ITS INC (#16118)	CONTINUING	OEM AND SOLE SUPPLIER OF TRAFFICWARE TRAFFIC SYSTEM APPLICATIONS (e.g., ATMS.NOW) FOR THE STATE OF FLORIDA
VAC-CON SEWER TRUCK PARTS, AND SERVICE	\$100,000.00	SOUTHERN SEWER EQUIPMENT SALES (SSES) (#2648)	CONTINUING	SOLE AUTHORIZED VAC-CON DEALER FOR SALES, PARTS AND SERVICE IN THE STATE OF FLORIDA, EXCLUDING PANHANDLE.
UTILITY SVS - DYNASAND® ECOWASH® FILTERS AND AQUA GUARD® SELF-CLEANING WATER SCREEN	\$600,000.00	PARKSON CORP. (#975)	CONTINUING	OEM MANUFACTURER FOR DYNASAND® ECOWASH® FILTERS AND AQUA GUARD® SELF-CLEANING WATER SCREEN. BOARD APPROVED DESIGN/CONSTRUCTION CRITERIA FOR WATER AND SANITARY SEWAGE SYSTEMS.
UTILITY SVS - HACH INSTRUMENT AND CHEMISTRY BRANDS	\$150,000.00	HACH COMPANY (#665)	CONTINUING	OEM AND SOLE PROVIDER OF ALL HACH BRAND PRODUCTS

**VENDORS OF RECORD**  
**FY 2021-2022**  
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COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
UTILITY SVS – OVIVO USA, LLC EIMCO PROCESS EQUIPMENT, BAKER PROCESS, EIMCO WATER TECHNOLOGIES, DORR-OLIVER AND DORR-OLIVER EIMCO MUNICIPAL WATER AND WASTEWATER EQUIPMENT AND PARTS	\$450,000.00	OVIVO USA, LLC dba TSC-Jacobs (#3789, #10805)	CONTINUING	SOLE AUTHORIZED DISTRIBUTOR FOR OVIVO USA's EIMCO AND DORR-OLIVER EQUIPMENT AND PARTS
UTILITY SVS – SULZER ABS PUMPS AND PARTS	\$100,000.00	HYDRA SERVICES INC. (#3243)	CONTINUING	SOLE AUTHORIZED SUPPLIER FOR ALL SULZER ABS PRODUCTS FOR STATE OF FLORIDA, EXCLUDING COUNTIES OF SARASOTA, DESOTO,
UTILITY SVS – TELEMETRY EQUIPMENT BRISTOL, SCADA INCLUDING COMPONENTS OF CONTROLWAVE PAC, MICRO RTUs AND OPEN BSI AND OPEN ENTERPRISE SOFTWARE	\$400,000.00	EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. (#13068)	CONTINUING	OEM - BOARD STANDARDIZED EQUIPMENT (1991) - SOLE MANUFACTURER. SOLE AUTHORIZED ENTITY FOR SALES OF PRODUCTS TO ALL WATER AND WASTEWATER CUSTOMERS.  COMPATIBLE WITH THE SCADA CONTROL UTILIZED BY BREVARD COUNTY UTILITIES DEPARTMENT.
UTILITY SVS – Control Panels	\$200,000.00	Economy Control Systems (ECS), Inc. (#10104)	CONTINUING	OEM, Designer and Sole Distributor of Lift Station Control Panels used by Brevard County Utility Services
UTILITY SVS – Neptune water products and AMR systems	\$450,000.00	Sunstate Meter and Supply (#2709)	CONTINUING	Sole Authorized Neptune Distributor for sales, service, and warranty for the State of Florida—including AMR systems.
UTILITY SVS – CUES Replacement Parts	\$250,000.00	CUES-Orlando (#3702)	CONTINUING	OEM Manufacturer of CUES Camera Equipment Used in Sewer Trucks
UTILITY SVS-Treatment Pit & Califier Rehab	\$450,000.00	Evoqua WaterTechnologies	CONTINUING	OEM Equipit, parts and rehab and retrofits
UTILITY SVS – Aeration System Packs; Klampress®, Wrinklepress®, and Aquabell® cylinders, hydraulic systems and replacement parts	\$350,000.00	Alfa Laval, Inc. (#10185, #15227)	CONTINUING	OEM and Sole Provider for Coplastix Products/MTS Environmental, Inc
UTILITY SVS – Plugless vacuum sewerage transport system	\$750,000.00	Aqseptence Group, INC	CONTINUING	AIRVAC is a sole source product, manufactured and sold by Aqseptence Group, Inc.
Utilities - Godwin DriPrime pumps, Sub-Prime electric pump, and Heirda hydraulic pumps	\$250,000.00	Xylem Dewatering Solutions	CONTINUING	Sole Source provider and manufacturer for Godwin DriPrime pumps, Sub-Prime electric pumps and Heirda hydraulic pumps
Neptune Water Meters	\$300,000.00	Sunstate Meters	CONTINUING	
Equipment/Vehicles	\$350,000.00	CUES-Orlando (#3702)	CONTINUING	CUES is the sole manufacture and supplier of OEM products/parts
Kubota dealer for lawn heavy equipment, sales, parts, service	\$350,000.00	Florida Coast Equipment Company	CONTINUING	Florida Coast Equipment Company is the sole Kubota dealer for Brevard County
Airbus Helicopter Parts	\$110,000.00	SafranHE USA	CONTINUING	OEM and Sole Provider
IRPMS and in-roadway crosswalk light assembly	\$100,000.00	Lux-Solar Projects	CONTINUING	Sole Provider & Manufacturer of LS1000
ClearChannel - Billboard Space	\$375,000.00	Clear Channel Outdoors	CONTINUING	Billboard space needed by Tourism is only owned by this company
Outfront Media	\$186,000.00	Out Front Media	CONTINUING	Billboard space needed by Tourism is only owned by this company
<b>State Contracts, Cooperative Contracts, and other Agency Contracts</b>				
ATHLETIC FIELD SODDING - SPORTS TURF	\$300,000.00	World Sports Turf & Marketing, LLC	6/19/2022	Orange County Contract #Y16-1062
AUTOMOTIVE PARTS AND SUPPLIES	\$200,000.00	O'Reilly Auto Parts / Various Vendors	9/6/2021	Sourcewell #062916-ORA; 2022 Award Ongoing
CARPET & FLOOR MATERIALS	\$100,000.00	TANDUS, BENTLEY MILLS, INTERFACE AMERICAS, MANNINGTON COMMERCIAL, MASLAND, MILLIKEN, MOHAWK, SHAW	10/11/2023	STATE OF FLORIDA #30161700-20-ACS
COMPUTER I.T. HARDWARE	\$500,000.00	DELL MARKETING L.P. (#7336); 7 Other Vendors; 2022 Finalization TBD	7/31/2021	(WSCA) 43211500-WSCA-15-ACS MASTER PRICE AGREEMENT; BREVARD COUNTY CONTRACT CODE: WN05ACA
CONSTRUCTION AND INDUSTRIAL EQUIPMENT (INCLUDING AGRICULTURAL EQUIPMENT)	\$350,000.00	Alta Construction Equipment, LLC, Beard Equipment Company, Clark Equipment Company, CNH Industrial America, LLC, Federal Contracts Corp, GS Equipment, Inc, Rick Croft Enterprises dba Texas Trailers Sales and Service, Ring Power Corporation, Trekker Tractor	6/30/2024	State of Florida DMS #22100000-21-STC
CURED-IN-PLACE PIPE LINING OF SANITARY SEWERS; SLIP LINING REHAB	\$1,000,000.00	INSITUFORM TECHNOLOGIES, LLC (#9688)	2/5/2022	City of Daytona Beach Contract No. 0118-2600
FDOT APL Traffic Equipment	\$100,000.00	Various Vendors	11/3/2022	FDOT DOT-ITB-20-9034-GH
FENCING	\$200,000.00	All-Rite Fencing Services, Inc, Chapco Fence, LLC, East Coast Fence & Guardrail of Brevard, Secure Fence & Rail, Inc.	6/7/2024	SCHOOL BOARD OF BREVARD COUNTY ITB#21-452-B-JW
FIRE EQUIPMENT & SUPPLIES	\$185,000.00	BENNET FIRE PRODUCTS, FISHER SCIENTIFIC, HENRY SCHEIN, MUNICIPAL EMERGENCY SERVICES, MUNICIPAL EQUIPMENT CO., NORTH AMERICAN FIRE EQUIPMENT CO.(NAFECO), TEAM EQUIPMENT, TECHNICALRESCUE.COM, INC., TEN-8 FIRE EQUIPMENT	6/30/2022	LAKE COUNTY CONTRACT #17-0606
FIRE RESCUE VEHICLES & AMBULANCES	\$750,000.00	EMERGENCY - TACTICAL - RESCUE VEHICLES; EXCELLANCE INC.; FERRARA; QUALITY EMERGENCY VEHICLES; ROSENBAUER; RTC HALL-MARK; SUTPHEN; TEN-8	3/31/2023	FLORIDA SHERIFFS ASSOCIATION (FSA) #FSA20-VEF14.01, FSA20-VEF14.2, FSA19-VEH 17.0
FUEL (DIESEL/GAS)	\$4,000,000.00	GLOVER OIL COMPANY, INC. (#2014)	11/21/2022	COOPERATIVE BID, SCHOOL BOARD #18-B-021-NC
FURNITURE-OFFICE AND FILES (Steel Case Inc.)	\$100,000.00	AMERICAN BUSINESS INTERIORS (PRIMARY VENDOR UTILIZED HON, HERMAN, MILLER, KIMBALL, NATIONAL OFFICE - OTHERS LISTED);	12/1/2023	STATE CONTRACT #56120000-19-ACS
GENERAL CONTRACTOR SERVICES	Repair/Maintenance CIP Projects approved in adopted budget.	C&D CONSTRUCTION, INC., CANAVERAL CONSTRUCTION CO., INC., DOUG WILSON ENTERPRISES, INC., HEARD CONSTRUCTION, INC., MAVERICK CONSTRUCTORS LLC, RUBY BUILDERS, INC., RUSH CONSTRUCTION INC.	5/22/2023	SCHOOL BOARD OF BREVARD COUNTY RFP #18-P-037-DR
HARDWARE, MRO EQUIPMENT AND FACILITIES MAINTENANCE SUPPLIES	\$175,000.00	FASTENAL, GRAINGER, HD Supply	1/25/2023	THE COOPERATIVE PURCHASING NETWORK (TCPN) Contract #121218



VENDORS OF RECORD  
FY 2021-2022  
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COMMODITY	ANNUAL EXPENDITURE (EST.)	VENDOR(S)	AGREEMENT EXPIRATION / OTHER	JUSTIFICATION
HOUSEHOLD HAZARDOUS WASTE COLLECTION, PACKAGING, TRANSPORTATION AND DISPOSAL SVC	\$105,000.00	EQ THE ENVIRONMENTAL QUALITY CO. (#8899)	5/31/2022	HILLSBOROUGH COUNTY ITB #7955
IT STAFF AUGMENTATION SERVICES	\$95,000.00	MISCELLANEOUS	8/31/2022	*STATE 80101507-SA-19-1
LABORATORY SERVICES & RELATED SERVICES	\$170,000.00	PACE ANALYTICAL (#1875); FLOWERS CHEMICAL LABORATORY (#9369)	2/28/2023	*City of Palm Bay 20-0-2021
LIBRARY MATERIALS AND BOOKS	\$1,600,000.00	BAKER & TAYLOR; BRODART; (GALE) CENGAGE; DAVIDSON TITLES; BARNES & NOBLE; EBSCO; JR. LIBRARY GUILD (MT LIBRARY SERVICES); DEMCO; Other various vendors	5/31/2022	STATE OF FLORIDA CONTRACT #5500000-20-NY-AACS
ATHLETIC SURFACING AND ASPHALT MAINTENANCE	\$ 325,000.00	NIDY CONSTRUCTION (VASCO Asphalt Company)	8/31/2022	NCPA Contract 08-20 Region 14 Education Services Center
Natural Area and Exotic Vegetation Management/Mowing	\$ 100,000.00	John Brown and Sons, Inc.	1/7/2022	Indian River County
OFFICE SUPPLY	\$180,000.00	OFFICE DEPOT, STAPLES ADVANTAGE, INDEPENDENT STATIONERS	10/13/2023	City of Taramac #19-12R
			4/17/2022	STATE OF FL CONTRACT #4411513-17-01
PAINT CONTRACTOR SERVICES	\$200,000.00	McDine's; Anchor Painting, R & R; Town and Country; and SDB Engineers	2/26/2022	BREVARD COUNTY SCHOOL BOARD BID #19-443-B-SHC
SPORTS LIGHTING WITH RELATED SUPPLIES AND SERVICES	\$1,750,000.00	MUSCO LIGHTING #402932	08/27/23	SOURCEWELL #071619-MSL
PLUMBING SUPPLIES	\$250,000.00	APPLE SPECIALTIES, FERGUSON ENTERPRISES, GLOBAL EQUIPMENT CO, GORMAN COMPANY (HAJOCA CORP), THE HOME DEPOT PRO, SITE ONE LANDSCAPE SUPPLY	2/28/2022	BREVARD COUNTY SCHOOL BOARD COOPERATIVE BID #17-B-048-OC
PREFABRICATION CONCRETE RESTROOMS	CIP Projects approved in adopted budget.	CXT, INC. (#9385, #9952)	10/14/2021	SOURCEWELL #030117-CXT
PUMP & MOTOR REPAIR SERVICES	\$230,000.00	FLORIDA ARMATURE WORKS, INC. (#13054)	8/13/2022	Indian River County RFP# 2019056
SEWAGE, DEWATERING, BYPASS PARTS	\$100,000.00	THOMPSON PUMP & MFG. (#4719)	3/14/2022	SOURCEWELL #012418-TPM
VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS (SHELTERS)	\$ 1,750,000.00	RCP SHELTERS	5/27/2022	CLAY COUNTY #18/19-2
RESEARCH LABORATORY SUPPLIES	\$100,000.00	FISHER SCIENTIFIC	3/31/2022	STATE OF FLORIDA #411-20000-20-ACS
SAFETY & SECURITY/PPE, MRO & INDUSTRIAL & COMMERCIAL SUPPLIES & EQUIPMENT	\$150,000.00	W. W. GRAINGER INC. (#7200); FASTENAL CO.; MSC INDUSTRIAL SUPPLY CO.	6/30/2023	STATE OF FLORIDA #31160000-20-NASPO-ACS
		W. W. GRAINGER INC. (#7200)	2/1/2022	SOURCEWELL #121416-WWG
TIRES & SERVICES	\$350,000.00	Bridgestone, Continental, Goodyear, Michelin – BOULEVARD TIRE CENTER (#6179); GATTO'S TIRE & AUTO SERVICE (#2314)	2/28/2022	FLORIDA SHERIFFS ASSOCIATION (FSA) #19-TRS21.0
			3/31/2024	STATE OF FLORIDA CONTRACT Tires, Tubes and Services 25172500-19-ACS
VEHICLES (LIGHT TRUCKS, VANS, CARS, SUV, UTILITY)	Vehicles approved in adopted budget.	Multiple Vendors per bid	9/30/2022	FSA18-VEH16.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT FSA18-VEL26.0 POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS
		DUVAL FORD, LLC; HUB CITY FORD-MERCURY, INC.; TAMPA TRUCK CENTER for 2020; pending results of 2021 vendors	9/30/2021	FL STATE CONTRACT #25101600-16-1
		ALAN JAY CHEVROLET BUICK GMC CADILLAC (#9150)	1/17/2022	SOURCEWELL #120716-NAF
UTILITY SVS – WATER/WASTEWATER TREATMENT CHEMICALS – SODIUM HYPOCHLORITE (BLEACH)	\$350,000.00	ODYSSEY MANUFACTURING (#4444)	4/5/2022	CITY OF EDGEWATER ITB 20-ES-006
UTILITY SVS – WATER/WASTEWATER TREATMENT CHEMICALS – High Calcium Bulk Quicklime	\$140,000.00	Carmeuse Line and Stone	4/5/2022	CITY OF EDGEWATER ITB 20-ES-006
Bleach Tanks	\$250,000.00	ODYSSEY MANUFACTURING (#4444)	12/26/2021	City of Davie RFP #B16-138
PARK AND PLAYGROUND EQUIPMENT	\$ 1,750,000.00	Various Vendors: Play Space Services, Inc. (#7433), Playmore West, Inc. (#4613), Miracle Recreation, Shade Systems Inc., and more	8/31/2023	Manatee County School Board 21-0053-MR
UTILITY, TRANSPORTATION, AND GOLF VEHICLES PLUS RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES	\$225,000.00	Jeffrey Allen, Inc. (#13317)	12/31/2026	OMNIA - Utility, Transportation and Golf Vehicles; #EV2671-01
Gym Floor, Repairs, Replacements & Services	\$200,000.00	Southeastern Surfaces & Equipment Inc.		TIPS Cooperative Contract #1809030
Well Maint & Rehab	\$150,000.00	A.C. Schultes	2/28/2023	Contract Toho Water Authority - IFB-19-122
Paving, full depth reclamation paving, pavement extensions, pavement rejuvenation, etc.	\$900,000.00	Alternative Paving Methods	9/6/2021	Lee County Contract #7804
Hydrant and Valves Assessment	\$200,000.00	R&M Service	6/16/2024	Volusia County Contract #20-B-20LL
VEHICLE LIFTS, CAB & CHASSIS TRUCKS; OFF-ROAD VEHICLES	\$250,000.00	ARI PHOENIX, INC.; VARIOUS VENDORS	9/30/2022	FLORIDA SHERIFFS ASSOCIATION (FSA), Contract #SA20-VEH18.0



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.12.

8/3/2021

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### **Subject:**

COVID-19 Administrative Leave Policy

### **Fiscal Impact:**

In some cases, there may not be a fiscal impact. In cases where there may be a fiscal impact, the County could use American Rescue Plan Act (ARPA) Plan funding.

### **Dept/Office:**

Human Resources

### **Requested Action:**

It is requested that the Board of County Commissioners adopt a COVID-19 Administrative Leave Policy that provides an option to utilize administrative leave for employees that are fully vaccinated in lieu of using their accrued leave. The administrative leave would only be for the purpose of personal COVID-19 related absences.

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

In response to the recent increase in COVID-19 cases in Brevard County, the following BCC COVID-19 Administrative Leave Policy is proposed to provide an incentive for being vaccinated and additional level of relief to vaccinated employees who thereafter are personally affected by COVID-19 illnesses.

It is requested that employees who have tested positive for COVID-19, whose absence from work is in accordance with CDC guidance in effect at that time, and have voluntarily provided proof of vaccination, be eligible for up to eighty (80) hours of COVID-19 administrative leave (or the equivalent of a two-week work schedule for employees not on a forty (40) hour schedule). This administrative leave option will only be available through December 31, 2021.

In order to receive this voluntary benefit, employees must provide documentation of a positive COVID-19 test result and proof of vaccination to their department time keeper in order to make the appropriate entries into the employee timekeeping system. This transaction can be handled as a retroactive payroll adjustment in order to limit COVID exposures in the workplace.

Consistent with Merit System policies, employees who do not provide documentation of a positive COVID test and being fully vaccinated will be required to utilize their accrued leave for sick leave absences.

Reasonable accommodations will be made for employees in accordance with Federal and/or State law.

**Clerk to the Board Instructions:**





BOARD OF COUNTY COMMISSIONERS

## POLICY

Number: BCC#  
Cancels:  
Approved:  
Originator: Human Resources Office  
Review: 12/31/2021

### TITLE:

#### I. Objective

In response to the recent increase in COVID-19 cases in Brevard County, the following COVID-19 Administrative Leave Policy provides an additional level of relief to fully vaccinated employees for COVID-19 related personal absences from the workplace through December 31, 2021.

#### II. Definitions and References

Centers for Disease Control (CDC) guidance  
State and Local Executive Orders relative to COVID-19 responses  
Brevard County Merit System Policy and Procedure IX - Leave  
Employees – For purposes of this Policy, employees shall mean all employees working for the Board of County Commissioners.

#### III. Directives

- A. In response to COVID-19 related activity in Brevard County, this BCC Administrative Leave Policy is proposed to provide an additional level of relief to employees affected by COVID illnesses.
- B. Employees who have tested positive for COVID-19, and whose absence from work is in accordance with their following CDC guidance in effect at that time, and have voluntarily provided proof of vaccination, will be eligible for up to eighty (80) hours of COVID administrative leave (or the equivalent of a two-week work schedule for employees not on a forty (40) hour schedule).
- C. This administrative leave option will only be available through December 31, 2021.
- D. In order to receive this voluntary benefit, employees must provide documentation of a positive COVID test result and proof of vaccination. This transaction can be handled as a retroactive payroll adjustment in order to limit COVID exposures in the workplace.
- E. Consistent with Merit System Policies and Procedures, employees who do not provide documentation of a positive COVID test and being fully vaccinated will be required to utilize their accrued leave for sick leave absences.
- F. Reasonable accommodations will be made for employees in accordance with

Federal and/or State law.

#### IV. Reservation of Authority

The authority to issue and/or revise this policy is reserved to the Board of County Commissioners.

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Rita Pritchett, Chair

Board of County Commissioners

As approved by the Board on \_\_\_\_\_



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.13.

8/3/2021

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### **Subject:**

Letter to the Florida Department of Transportation (FDOT) Concerning S.R. A1A Crossovers (Mid-Block Crossings)

### **Fiscal Impact:**

None

### **Dept/Office:**

District 4

### **Requested Action:**

Approve and send attached letter to FDOT on behalf of the Brevard County Board of County Commissioners.

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

At the January 7, 2020 meeting of the Brevard County Board of County Commissioners, the Board approved and authorized letters to FDOT and Governor DeSantis, concerning the S.R. A1A Crossovers, including a request for installing High-Intensity Activated Crosswalk (HAWK) traffic lights on all S.R. A1A using a red light.

Due to the required color of yellow in the Manual on Uniform Traffic Control Devices (MUTCD) maintained by The Federal Highway Administration, FDOT has asked the Brevard County Board of County Commissioners to approve the use of yellow lights for installation of In-Roadway Warning Lights at each of the sixteen (16) S.R. A1A Crossovers currently using the Rectangular Rapid Flashing Beacon (RRFB). FDOT has also recommended implementing Accessible Pedestrian Signals (APS) at the same locations to give pedestrians an audible message when the pedestrian button is activated.

In-Roadway Warning Lights are LED lights embedded in the pavement to outline pedestrian crosswalks and oriented to face oncoming traffic. Once activated, the lights flash in unison directly in the line of sight of oncoming traffic to alert drivers of pedestrians actively crossing the road.

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

Send letter on behalf of the Board to the Florida Department of Transportation.



August 3, 2021

Secretary Kevin J. Thibault  
Florida Department of Transportation  
605 Suwannee Street  
Tallahassee, Florida 32399-0450

Dear Secretary Thibault,

The Brevard County Board of County Commissioners support the installation of the following safety improvements at the sixteen (16) State Road A1A crossover locations, currently Rectangular Rapid Flashing Beacon (RRFB):

1. In-Roadway Warning Lights at Crosswalks
2. Accessible Pedestrian Signals

The Board recognizes that due to the Manual on Uniform Traffic Control Devices (MUTCD) maintained by The Federal Highway Administration, “the In-Roadway Warning Lights at crosswalks shall display a flashing yellow signal indication when actuated.” Therefore, the Brevard County Board of County Commissioners approves the use of yellow In-Roadway Lights at the sixteen locations until such a time as the MUTCD or legislation allows for retrofitting with red lights.

In addition to the In-Roadway Warning Lights at Crosswalks, the Board supports the use of Accessible Pedestrian Signals to give pedestrians an audible message when activating the pedestrian button.

The Brevard County Board of County Commissioners appreciates the cooperation by FDOT with these safety enhancements along the S.R. A1A Corridor.

Respectfully,

Rita Pritchett  
Chair, Brevard County Board of County Commissioners

CC: Mayor Steve Osmer, City of Satellite Beach  
Mayor Dave Berkman, Town of Indian Shallop  
Mayor Scott Nickle, City of Indian Harbour Beach  
Mayor Wyatt Hoover, Town of Melbourne Beach  
FDOT District 5 Secretary Jared Perdue  
Brevard County Legislative Delegation



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.14.

8/3/2021

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### **Subject:**

Citizen Request for Approval of Temporary Use and Right of Entry Agreement for Falconry Activities at the South Beaches Wastewater Treatment Plant

### **Fiscal Impact:**

None

### **Dept/Office:**

District 3

### **Requested Action:**

Board Approval of Attached Agreement

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

On August 25<sup>th</sup>, 2020, the Board unanimously approved authorizing a constituent request for a Temporary Use and Right of Entry Agreement for conservation falconry activities at the South Beaches Wastewater Treatment Plant, located in District 3, for a period of one year.

Staff has given no negative feedback on this arrangement, and the conservation activities have reportedly been successful. As such, it is requested that the Board consider approving the attached agreement, developed by the County Attorney's Office, for a five-year agreement.

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

## **TEMPORARY USE AND RIGHT OF ENTRY AGREEMENT**

### **Brevard County South Beaches Wastewater Treatment Plant**

This Temporary Use and Right of Entry Agreement (this "Agreement"), is made by and between **Brevard County, Florida**, a political subdivision of the State of Florida ("County"), and **George Spence Wise, III** ("Applicant"), whose mailing address is 410 Windtamer Way, Merritt Island, Florida 32952.

#### **RECITALS**

**Whereas**, the Brevard County Utilities Department operates the South Beaches Wastewater Treatment Plant located in Melbourne Beach (the "Treatment Plant"); and

**Whereas**, the Florida Fish and Wildlife Conservation Commission has issued to Applicant a Master Falconry Permit (hereinafter "Permit"), a copy of which is attached hereto and incorporated by this reference as Exhibit A, which constitutes a falconry agreement between the Florida Fish and Wildlife Conservation Commission (FWC), the United States Fish and Wildlife Services (USFWS) and the Applicant and said permit allows the Applicant to possess no more than five (5) wild raptors with no more than three (3) of which may be golden eagles (*Aquila chrysaetos*) and to obtain no more than two (2) wild raptors for replacement birds during a twelve (12) month period; and

**Whereas**, the Applicant desires to use a portion of the Treatment Plant as outlined in yellow on the aerial attached hereto and incorporated by this reference as Exhibit B, in order to capture raptors as provided for in the Permit; and

**Whereas**, the County pursuant to the authority set forth in Section 125.01, Florida Statutes, may allow the use of County property purposes which do not conflict with the interests of the public or are in the interests of the public and the County has determined that use by the Applicant pursuant to this Agreement promotes the public interest.

**Now therefore**, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

#### **1. Recitals**

The above recitals are true and correct and incorporated into this Agreement by this reference.

#### **2. Temporary Use and Right of Entry; Illegal, Unlawful or Improper Use Prohibited**

During the term of this Agreement, the Applicant shall use a 40' by 40' portion of the area identified in yellow on Exhibit B for the capture of falcons and shall do so pursuant to the terms and conditions of this Agreement. On each visit to the Property, the Applicant may be accompanied by up to five additional individuals. It is hereby mutually agreed and understood that Applicant shall access the area outlined in yellow on Exhibit B by utilizing the access road identified in pink on Exhibit B. It is specifically agreed and understood that the use herein set



forth for the Property shall be the only use consented to by the County, and that failure to comply with the provisions of this Agreement shall be considered a material breach of this Agreement, whereupon the County shall be entitled to immediately terminate this Agreement. The Applicant shall make no unlawful, improper, immoral or offensive use of the Property, nor will the Applicant use the Property or allow use of the Property for any purposes other than that hereinabove set forth. Applicant shall not use or enter any of the Treatment Plant facilities or buildings during the term of this Agreement. Failure of the Applicant to comply with this provision shall be considered a material default under this Agreement.

### **3. Term**

The term of this Agreement shall be for a period of five years from the Effective Date as defined in Paragraph 14, unless terminated by either party, in accordance with Paragraph 2 or Paragraph 9 herein. During the term of this Agreement, Applicant may only use and enter the area identified in yellow on Exhibit B, during the following time frame: September 15-October 31 of each year, pursuant to the terms and conditions of this Agreement.

### **4. Repairs; Maintenance; and Improvements**

During the term of this Agreement, the Applicant shall maintain, at its own expense, the Property in good condition and repair. Any damage to the Property, County improvements or facilities caused by Applicant's use of the Property shall be remedied immediately at no cost to the County. Applicant shall not install permanent structures or improvements on the Property.

### **5. Permit**

Applicant shall provide to County proof of valid permit (Exhibit A) on an annual basis. Failure to provide proof of valid permit may result in the termination of this Agreement.

### **6. Indemnification and Insurance**

The Applicant agrees that it will indemnify and save harmless the County from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the Property or any equipment or fixtures used in connection with the Property by the Applicant or its employees or independent contractors. The Applicant agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with the Applicant's use of the Property pursuant to this Agreement and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. Nothing contained in this Agreement shall be construed as a waiver of County's right to the protections of and/or caps on damages afforded by sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law.

The Applicant further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of General Liability Insurance insuring the Applicant against any and all claims, demands or causes of action whatsoever for

injuries received and damages to property in connection with the use, occupation, management and control of the Property. Such policies of insurance shall insure the Applicant in an amount not less than one million dollars to cover any and all claims arising in connection with any one particular accident or occurrence. A certificate of such insurance policies shall be filed with the Brevard County Utilities Department, 2725 Judge Fran Jamieson Way, Bldg. A., Viera, Florida, 32940, within ten days of the date of execution of this Agreement by the Applicant and Applicant shall submit proof of current insurance to County on an annual basis to the address above. The County's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure or maintain the insurance required herein, nor serve as a waiver of any rights or defenses the County may have. The County shall be named as an additional insured on the policy that the Applicant secures and endorsed with a provision that entitles the County to thirty days written notice from the insurer of any change or cancellation in said policies.

The Applicant shall notify the County promptly in writing of any hazardous condition existing on or about the Property. All personal property placed on or about the Property by the Applicant or its employees or independent contractors shall be at the risk of the Applicant, and the County shall not be liable for any damage or loss to any personal property located thereon for any cause whatsoever. The Applicant agrees and understands that the County does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover the Applicant's interests therein

## **7. Right of Entry by County**

It is expressly stipulated that this Agreement is a license for permissive use only and that the use of public property by the Applicant pursuant to this Agreement shall not operate to create or vest any property right in said holder. The County or its agents may enter in and on the Property at any time for any purpose, including inspecting such Property or performing other duties of the County as are required by law or by the terms of this Agreement. Nothing in this Agreement shall limit the County's ability to take necessary and appropriate action to protect property, preserve life, or ensure safety of citizens in any emergency situation.

## **8. Binding Effect; Assignability; Independent Contractor**

This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. The Applicant shall not assign this Agreement or any portion thereof of the Applicant's rights, obligations, or duties hereunder to any party without the prior written consent of the County. The Applicant shall perform the services under this Agreement as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall be interpreted or construed to make the Applicant or any of its agents or employees to be the agent, employee or representative of the County.

## **9. Termination**

Unless otherwise provided for in this Agreement, this Agreement may be terminated with or without cause by either party upon fifteen days' written notice thereof to the other party

## **10. Notice; Notice of Breach**

Notice under this Agreement shall be given to the County at the office of the County Manager, 2725 Judge Fran Jamieson Way, Bldg. C, Viera, Florida 32940 with a copy to the Utilities Department, 2725 Judge Fran Jamieson Way, Bldg. A., Viera, Florida 32940. Notice under this Agreement shall be given to the Applicant at 410 Windtamer Way, Merritt Island, FL 32952.

Notwithstanding the provisions of Paragraph 2, in the event the County determines the Applicant has breached any term or provision of this Agreement, the County shall provide written notice of such breach to breaching party and the breaching party shall have thirty days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot reasonable be cured within such thirty day period, then the breaching party shall have such longer period to cure the breach as is reasonably necessary provided, however, that if the breaching party commences reasonable action to remedy the breach within such thirty day period and diligently and continuously prosecutes such remedy to completion so that such breach is cured in a timely manner.

## **11. Right to Audit Records**

In the performance of this Agreement, the Applicant and any assignee shall respectively keep books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related only to the performance of this Agreement (and no other books, records, and accounts of the Applicant or any assignee) shall be open to inspection during regular business hours by an authorized representative of the County upon written notice to the Applicant or any assignee not less than five business days advance notice and shall be respectively retained by the Applicant and each assignee for a period of five years after termination of this Agreement. All books, records 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. All records or documents created by the Applicant or any assignee or provided to the Applicant or any assignee under the terms of this Agreement, are public records and the Applicant and any assignee agree to comply with any request for such public records or documents made in accordance with Section 119.07, Florida Statutes.

## **12. Entirety; Modifications; Waiver and Severability**

This Agreement represents the understanding between the parties in its entirety as to the subject matter of this Agreement and no other agreements, either oral or written, exist between the County and the Applicant as to the subject matter of this Agreement. This Agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto, except as otherwise provided herein. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. The waiver by the County of any of the Applicant's or any assignee's respective obligations or duties under this Agreement shall not constitute a waiver of any other respective obligation or duty of the Applicant or any assignee under this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the



remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**13. Attorney's Fees; Venue and Compliance with Statutes**

In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each party shall bear its own attorney's fees and costs. Venue for any legal 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. The Applicant shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental bodies applicable to the Property for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the Property during the term of the Agreement.

**14. Effective Date; Construction of Agreement**

This Agreement shall be effective on the last signature date required set forth below (Effective Date). The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement.

[The remainder of this page left intentionally blank.]

In witness whereof, County and the Applicant caused this Agreement to be duly executed in their respective names as of the day and year written below.

Board of County Commissioners  
of Brevard County, Florida

\_\_\_\_\_  
Frank Abbate, County Manager  
As approved by the Board on \_\_\_\_\_

Approved as to legal form and content:

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

George Spence Wise, III

Linda Wise  
Printed name: Linda Wise

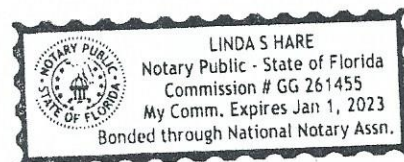
[Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Maria E. Traugott  
Printed name: Maria E. Traugott

State of Florida  
County of Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
[ ] online notarization this 28 day of June, 2021, by  
George Spence Wise, as \_\_\_\_\_ of  
Private Citizens, a Florida corporation, on behalf  
of the corporation, who is personally known to me.

Linda S. Hare  
Notary Public  
Linda S. Hare  
Printed Name





## Master Falconry Permit

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
DIVISION OF LAW ENFORCEMENT, CAPTIVE WILDLIFE OFFICE  
620 SOUTH MERIDIAN STREET  
TALLAHASSEE, FLORIDA 32399-1600

Permittee Name: George Spence Wise III  
Permittee Address: 410 Windtamer Way  
City, State, Zip Code: Merritt Island, Florida 32952

Permit #: FAL-20-0044  
Effective Date: 1/1/2020  
Expiration Date: 12/31/2022

### AUTHORIZED LOCATION:

410 Windtamer Way, Merritt Island, Florida 32952

Permittee Signature [Signature] Date 1/1/20

Not valid unless signed. Your signature confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized by: Lieutenant John Conlin, Division of Law Enforcement

Authorizing Signature [Signature] Date 12/30/19

### PERMIT CONDITIONS AND PROVISIONS:

1. Section 379.1025, Florida Statute, and Rule 68A-9.005, Florida Administrative Code (F.A.C.), are hereby made a part of this permit.
2. All activities authorized herein must be carried out in accordance with and for the purposes described in the application submitted.
3. Continued validity, or renewal, of this permit is subject to complete and timely compliance with all applicable conditions, including the filing of all required information and reports.
4. The validity of this permit is also conditioned upon strict observance of all applicable foreign, state, local or other federal laws.
5. **This permit is valid for use by permittee named above ONLY.**
6. Carry and display this permit upon request when conducting activity authorized herein.
7. This document constitutes a falconry agreement between the Florida Fish and Wildlife Conservation Commission (FWC), the United States Fish and Wildlife Service (USFWS) and the named permittee as follows: Not more than five (5) wild raptors may be possessed (no more than three (3) of which may be golden eagles (*Aquila chrysaetos*)), nor more than two (2) wild raptors be obtained for replacement birds during any twelve (12) month period.









## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Robinson Insurance, Inc. 134 5th Avenue, Suite 101 Indialantic, FL 32903		<b>CONTACT NAME:</b> Debbie Sprague <b>PHONE (A/C, No, Ext):</b> (321) 723-1278 107 <b>FAX (A/C, No):</b> (321) 723-2926 <b>E-MAIL ADDRESS:</b> DEBBIE@ROBINSONINSURANCE.COM	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> BURLINGTON	
		<b>INSURER B :</b> FRONTLINE INSURANCE UNLIMITED	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			264B008445	3/11/2021	3/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<b>COMMERCIAL PROPERTY</b>			FIC0-000206617	3/11/2021	3/11/2022	<b>BUILDING</b> 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
INDURED LOCATION:

259-263 COURTENAY PARKWAY MERITT ISLAND FL 32952

<b>CERTIFICATE HOLDER</b>  AMBER ACRES FEED 1629 KING ST COCOA, FL 32926	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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WISEGEO-01

DSPRAGUE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robinson Insurance, Inc. 134 5th Avenue, Suite 101 Indialantic, FL 32903	CONTACT NAME: <b>Debbie Sprague</b>		
	PHONE (A/C, No, Ext): <b>(321) 723-1278 107</b>	FAX (A/C, No): <b>(321) 723-2926</b>	
	E-MAIL ADDRESS: <b>DEBBIE@ROBINSONINSURANCE.COM</b>		
INSURED  <b>GEORGE &amp; LINDA WISE*</b> <b>410 WINDTAMER WAY</b> <b>MERRITT ISLAND, FL 32952</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>BURLINGTON</b>		<b>23620</b>
	INSURER B : <b>FRONTLINE INSURANCE UNLIMITED</b>		<b>10074</b>
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			264B008445	3/11/2021	3/11/2022	EACH OCCURRENCE \$ <b>1,000,000</b>	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>	
							MED EXP (Any one person) \$ <b>5,000</b>	
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>	
							GENERAL AGGREGATE \$ <b>2,000,000</b>	
							PRODUCTS - COMP/OP AGG \$ <b>Included</b>	
								\$
								\$
								\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
								\$
								\$
								\$
								\$
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								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$	
							AGGREGATE \$	
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								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
								\$
								\$
								\$
								\$
								\$
								\$
B	COMMERCIAL PROPERTY			FIC0-000206617	3/11/2021	3/11/2022	BUILDING \$ <b>300,000</b>	
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
INDURED LOCATION:

259-263 COURTENAY PARKWAY MERITT ISLAND FL 32952

## CERTIFICATE HOLDER

## CANCELLATION

BREVARD COUNTY SOUTH BEACHES WASTE WATER PLANT  
2800 SOUTH HIGHWAY A1A  
MELBOURNE BEACH, FL 32951

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Debbie Sprague*





WISEGEO-01

DSPRAGUE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Robinson Insurance, Inc.  
134 5th Avenue, Suite 101  
Indialantic, FL 32903

CONTACT NAME: Debbie Sprague

PHONE (A/C, No, Ext): (321) 723-1278 107

FAX (A/C, No): (321) 723-2926

E-MAIL ADDRESS: DEBBIE@ROBINSONINSURANCE.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : BURLINGTON

23620

INSURER B : FRONTLINE INSURANCE UNLIMITED

10074

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

GEORGE & LINDA WISE\*  
410 WINDTAMER WAY  
MERRITT ISLAND, FL 32952

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			264B008445	3/11/2021	3/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	COMMERCIAL PROPERTY			FIC0-000206617	3/11/2021	3/11/2022	BUILDING 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
INDURED LOCATION:

259-263 COURTENAY PARKWAY MERITT ISLAND FL 32952

## CERTIFICATE HOLDER

WILLOWBROOK FARMS FL  
6994 SARTORI AVENUE  
PALM BAY, FL 32909

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.15.

8/3/2021

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### **Subject:**

Appointment(s) / Reappointment(s)

### **Fiscal Impact:**

N/A

### **Dept/Office:**

County Manager's Office

### **Requested Action:**

It is requested the Board of County Commissioners approve the District appointment(s) / reappointment(s).

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

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



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Road, NE

Suite 4

Palm Bay, FL 32905

John.Tobia@Brevardfl.gov

FROM THE DISTRICT 3 COMMISSION OFFICE

ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: Building and Construction Advisory Committee

Name of Appointee: Mike Jaffe

Home Address: 987 Mina Ave NE

Palm Bay, FL 32907

Cell Number: (321) 313-5771

Home Number:

Email Address: MJaffe@theJaffegroupFL.com

Reappointment: Yes ( ) or No ( X )

Replacing: vacant

Term of Appointment: 1 year

Office Contact: Bethany Iliff

Date of Request: 8/3/2021

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





BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 4 COMMISSION OFFICE

ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: Titusville-Cocoa Airport Authority

Name of Appointee: Jessica Curry

Home Address: 3243 Bellwind Cir. Rockledge 32955

Cell Number: 409-218-7009

Home Number:

Email Address: Jessica.curry@nasa.gov

Reappointment: Yes ( ) or No ( X )

Replacing: Jerry Sansom

Term of Appointment: 3 years 8/3/21 – 8/3/24

Office Contact: Christine Bellak

Date of Request: 8/3/21

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



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

H.1.

8/3/2021

### Subject:

Resolutions RE: Adoption of Solid Waste Special Assessments, Fees and Charges and Ratification, Confirmation and Certification of the Solid Waste Special Assessment Rolls.

### Fiscal Impact:

The Fiscal Impact of the Resolutions attached are as follows:

Solid Waste Disposal Assessment	\$ 24,467,360
Solid Waste Collection and Recycling Assessment	\$ 20,809,206
Solid Waste Impact Fee	\$ 6,824,470
Schedule of Special Rates and Gate Charges	\$ 5,807,369

### Dept/Office:

Solid Waste Management Department

### Requested Action:

It is requested that the Board of County Commissioners adopt: (1) the Annual Solid Waste Disposal Special Assessment Rate Resolution (no change); (2) the Annual Solid Waste Collection and Recycling Special Assessment Rate Resolution and Special Rates and Charges for Improved Non-Residential Property and Compensation Rates that may be charged by the Collector (increase of 3%); (3) the Solid Waste Impact Fee Rate Resolution (no change); (4) the Schedule of Special Rates and Gate Charges (two rate increases); (5) Ratify, Confirm and Certify the Annual Disposal, Collection and Recycling Special Assessment Rolls to the Brevard County Tax Collector.

### Summary Explanation and Background:

Chapter 94, Brevard County Code of Ordinances (Chapter 94) requires on or before the fifteenth day of September of each year the Board shall hold a public hearing and adopt the special assessment rate resolutions for Solid Waste Disposal, and Collection and Recycling and ratify and confirm such rolls to the Brevard County Tax Collector. A Public hearing is also required for Service Fees and Impact Fees. In addition, Chapter 94 requires that a notice of the Public Hearing be published in a newspaper at least twice, with the first publication being at least 20 days prior to the public hearing. The following summarizes and explains each requested action:

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(1) Annual Solid Waste Disposal Special Assessment Rate Resolution

In the Department's proposed FY 21/22 Budget, the Solid Waste Disposal Special Assessment (Disposal Assessments) reflect no increase to Assessment rates. The FY 21/22 Disposal Special Assessment rate for residential customers is \$57.00 and \$164.51 per billing unit for commercial customers. The Disposal Assessments are assessed against all improved properties within the County and are used to fund the operation and capital requirements of the County's Disposal Facilities. During the next several years, the Department will be constructing additional Class I disposal cells at the Central Disposal Facility located at Cocoa and constructing a Class III disposal cell at the US192 property. Staff is reviewing these additional Capital Improvement Program costs and associated timelines. The preliminary reviews have indicated that by FY 2022/23 Solid Waste Disposal Assessment would need to be increased for the additional capital cost that will be incurred.

(2) Annual Solid Waste Collection and Recycling Special Assessment Rate Resolution and Special Rates and Charges for Improved Non-Residential Property

The Solid Waste Collection and Recycling Special Assessment (Collection and Recycling Special Assessment) for FY 2021/22 reflect an increase of 3%. This will increase a residential billing unit to \$200.11 from the current year of \$194.28. The increase is based on the County's Collector contract that provides collection rates shall be adjusted annually to reflect the changes in the Consumer Price Index-Garbage & Trash (CPI-G&T) or an annual increase no greater than 3%. The CPI-G&T for the term reflect an increase of 4.69%. The increase in rate will be paid to the Contractor for the services provided to residential improved properties within the unincorporated areas of the County.

The Department FY 2021/22 Budget proposes an increase in the Special Rates and Charges for Improved Non-Residential Property by 3%. The proposed increase is based on the County's Collector contract that provides the rates charged to non-residential properties in the unincorporated areas of the County, increase annually by CPI-G&T or no greater than 3%. The CPI-G&T for the term increased by 4.69%. The 3% increase will be charged to non-residential properties by the Collector.

(3) Schedule of Special Rates and Gate Charges

The FY 2021/22 Budget proposes increases to two waste debris rates in the Schedule of Special Rates and Gate Charges. The first proposed increase is for the construction and demolition debris to \$31.16 (\$9.44 per cubic yard) per ton from \$23.66 per ton (\$7.17 per cubic yard). This increase of 31.7% and is based the cost-per-ton charge for Class III waste accepted by the landfill through Gate Charges. Gate Charges are collected from users of the landfill that are not included in the Special Assessment program. The last time this rate was adjusted was in the early 1990s. If a CPI-G&T inflation factor were applied to the rate adopted annually, the rate effective January 1, 2021 would be \$64.63. The proposed rate is consistent with the information provided to the Board during the January 12, 2021 meeting, reflecting the cost-per-ton to landfill Class III waste at the US192 Project. This was the least costly alternative when compared to the other options considered. Fees collected through Gate Charges are utilized by the Department to fund countywide operating and capital needs of the disposal facility.

The second proposed increase to the Schedule of Special Rates and Gate Charges is an



increase in commercial yard waste and pallets from \$23.66 per ton to \$40.00 per ton. This 69.06% increase in rate compensates for increased contracting costs for the processing, transportation and disposal of vegetative waste, and makes the rate equal to that of land clearing vegetative debris. As described above, the proposed rate is lower than if an inflation escalation were applied, since the \$23.66 was initially adopted.

For the maintenance and capital requirements needed of the County's Solid Waste Disposal facilities, the proposed Resolution, if approved, includes an annual inflation indexed using the CPI -G&T for the immediately preceding twelve-month period of March to February of each year. Each October, after notice to the County's customers, Special Rates and Gate Charges will increase based on CPI-G&T. These charges will be used to fund the operational and capital needs of the Solid Waste Disposal facilities.

(4) Solid Waste Impact Fee Rate Resolution

The Department's FY 2021/22 Budget proposes no increase to the Solid Waste Impact Fees. Impact Fees are collected on all new improved property within Brevard County. These Fees are used for the County's disposal facility for capital improvements as a direct result of new improved property.

(5) Ratify, Confirm and Certify the Annual Disposal, Collection and Recycling Special Assessment Rolls to the Brevard County Tax Collector

Chapter 94, Brevard County Code of Ordinances and Section 197.3632, Florida Statutes provides that on or before the 15<sup>th</sup> day of September of each year the Board of County Commissioners, shall certify the Disposal Assessment Roll, and the Collection and Recycling Assessment Roll to the Brevard County Tax Collector. Assessments collected pursuant to Section 197.3632, Florida Statutes shall be included in the combined notice for ad valorem taxes and shall be subject to all collection provisions of ad valorem taxes.

**Clerk to the Board Instructions:**

Please sign and attest three (3) copies of each resolution and return two (2) originals of each to the Department.

RESOLUTION NO. 21-\_\_\_\_\_

A RESOLUTION OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING A SCHEDULE OF ANNUAL RATES, ASSESSMENTS, SERVICE FEES, AND CHARGES, AGAINST ALL IMPROVED REAL PROPERTY WITHIN BOTH THE INCORPORATED AND UNINCORPORATED AREAS OF BREVARD COUNTY IN ORDER TO CONSTRUCT, OPERATE AND MAINTAIN A SOLID WASTE DISPOSAL SYSTEM; AND PROVIDING FOR INTEREST AGAINST DELINQUENT ASSESSMENTS ON IMPROVED COMMERCIAL PROPERTIES FOR THE COUNTY FISCAL YEAR BEGINNING OCTOBER 1, 2021.

WHEREAS, under the authority of Chapter 403.706, Florida Statutes, Brevard County has the responsibility and power to provide for the operation of solid waste management facilities to meet the needs of all areas of the county; and

WHEREAS, Chapter 67-1146, Laws of Florida, as amended by Chapter 70-594, Laws of Florida, authorized the Board of County Commissioners of Brevard County, Florida, to construct, operate and maintain a solid waste disposal system for the use and benefit of the inhabitants and municipalities of Brevard County; and

WHEREAS, said statutory authority granted the Board of County Commissioners the power to prescribe, fix, establish and collect fees, rentals or other charges for the use of said established solid waste disposal system and to pledge such revenues as security for the payment of bonds issued under said statutory authority for the construction of a solid waste disposal facility; and

WHEREAS, Florida Statutes, Section 125.01(1)(k) grants the Board of County Commissioners the power to provide and regulate waste collection and disposal; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, has enacted Chapter 94, Article III., Division 2., and Article IV., Division 2., Code of Ordinances of Brevard County, Florida, relating to the disposal of solid waste within Brevard County and to the mandatory imposition of an annual disposal special assessment, or service fee, against all improved real property within both the incorporated and unincorporated areas (benefit unit) of Brevard County to pay for the cost of providing a solid waste disposal system; and

WHEREAS, all improved real property within the incorporated and unincorporated areas of Brevard County receive a direct and special benefit from the services provided through the solid waste disposal system; and

WHEREAS, Chapter 94, Article IV., Division 2., Code of Ordinances of Brevard County, Florida, provides that on or before the fifteenth day of September of each year the Board of County Commissioners of Brevard County, Florida, shall hold a public

hearing for the purpose of adopting a schedule of annual rates, assessments, service fees, and charges to be imposed for the ensuing County fiscal year upon the owners of all residential and commercial improved property in both the unincorporated and incorporated areas of Brevard County; and

WHEREAS, said public hearing was set for August 3, 2020 at 5:00 p.m., in the Brevard County Government Center, Commission Board Room, Building C, First Floor, 2725 Judge Fran Jamieson Way, Viera, Florida; and

WHEREAS, notice of said public hearing was published in the July 14, 2021 and July 27, 2021 issues of the FLORIDA TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida.

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

**Section 1. SCHEDULE ADOPTED.** The Board of County Commissioners does hereby adopt the schedule of Annual Disposal Special Assessments and service fees, effective October 1, 2021, through September 30, 2022, pursuant to the provisions of Chapter 94, Article IV., Division 2. Code of Ordinances of Brevard County, Florida, that is attached hereto as Schedule "A". ("Code" used hereafter shall mean "Brevard County Code of Ordinances").

**Section 2. FINDINGS.** It is hereby ascertained, determined and declared that:

- (a) Certain types of solid waste, because of the nature, cannot be disposed of at the solid waste disposal facilities maintained by the County according to normal operating procedures of the facilities and must be specially handled according to other approval criteria.
- (b) The operation and maintenance of a separately owned and maintained landfill for the disposal of such solid waste described in Section 2(a) above increases the county's capital and operations costs for the solid waste disposal program.
- (c) The annual disposal special assessment and service fees imposed against improved real property within Brevard County includes solid waste generated from improved real property.
- (d) The cost of the disposal of solid waste generated in construction, renovation or demolition projects, or new improvements on real property is not assessed when brought in by commercial or governmental entities.
- (e) The cost of disposal of debris and waste accumulated from land clearing and excavating from totally or partially unimproved real property is not assessed against such real property.
- (f) The cost of disposal of special solid wastes generated from improved real property within Brevard County is not assessed against such real property.
- (g) Since all improved real property within Brevard County is assessed or charged for the operation and maintenance of the disposal system in the County it would



be unfair to assess such property for disposal from illegal dumping on any real property located within Brevard County.

- (h) Since all residential improved real property within Brevard County is assessed for the operation of the Household Hazardous Waste Program it would be unfair to assess such residences any additional charges for recycled paint.
- (i) Solid waste generated outside of the boundaries of Brevard County will not be permitted to be disposed of at the Brevard County solid waste disposal facilities since the cost of the operation and maintenance of such facilities is assessed or charged against all improved real property within Brevard County only and not against properties outside Brevard County.

**Section 3. RATE RESOLUTION DECLARED.** This Resolution constitutes the Rate Resolution specified in Chapter 94, Article IV., Division 2. of the Code.

**Section 4. DEFINITIONS.** For the purpose of this schedule of Solid Waste Disposal Special Assessments the following definitions shall apply:

- (a) Improved Real Property: as defined in Chapter 94, Article I., Section 94-1., of the Code.
- (b) Square Feet: refers to the size of the buildings, structures, or other improvements located on improved real property.
- (c) Governmental Agencies: means all state, federal or local agencies or units of government located within the county, including, but not limited to, the school board of the county, housing authorities, all municipalities within the county, all special districts and municipal service taxing units with all or part of their boundaries within the county and any municipality or special district or other unit of government whose boundaries are not within the county but which is owner of improved real property within the county.
- (d) Billing Units: the number of units established per parcel of improved real property which, when multiplied by the applicable base, produces the solid waste disposal special assessment or service fee.
- (e) Solid Waste: as defined in Chapter 94, Article I., Section 94-1., of the Code.
- (f) Benefit Unit: All improved properties within the unincorporated and incorporated areas of Brevard County.

**Section 5. CALCULATION OF DISPOSAL ASSESSMENT AND SERVICE FEES.**

- (a) The property's classification shall be determined by the "Use Code" established by the Brevard County Property Appraiser in maintaining and classifying real property on the Brevard County real property assessment roll.
- (b) To determine the Solid Waste Disposal Special Assessment or Service Fee for all improved real property, the number of billing units for the property's corresponding classification set forth in Section 1 and Section 2 of this resolution,

Schedule "A" shall be multiplied by the applicable base billing unit set forth in Section 3 of this resolution, Schedule "A".

- (c) The method described in Section 4 of this resolution, Schedule "A", shall be used to determine the Solid Waste Disposal Special Assessment or Service Fee for (1) any commercial improved real property which commences to use the County's Solid Waste Management Facilities for the first time after October 1, 1998; or if, (2) there is not a commercial classification within Section 2 of this resolution, Schedule "A" that corresponds to the property's use and building size; or (3) the property has mixed commercial uses; or (4) the County determines that the commercial property has a different use than that shown in the Brevard County Property Appraiser's records; or (5) the owner of the commercial property can show that the commercial use classification which applies to the property is inequitable. Once the individual calculation of solid waste disposal special assessment or service fee method has been used, that calculation shall control, regardless of the applicable classification which may apply under Section 2 of this resolution, Schedule "A", if any. Any parcels billed according to the individual calculation method shall be charged for all debris brought in, whether on their assessment, service fee, through landfill charges, or as a combination of, as the billing method is based on actual weight or volume.

#### **Section 6. INTEREST ON DELINQUENT COMMERCIAL ASSESSMENTS.**

- (a) Effective October 1, 1999, for any lien recorded for assessments or service fees imposed upon/against improved commercial real property pursuant to this resolution, there shall accrue a simple interest rate of eighteen percent (18%) annually beginning on the date of the lien or past due date on a government agency service fee account. No release of lien shall be issued until full payment is made to the County for the original assessment or service fee, of the lien, the accumulated interest, and the associated costs of recording the lien and the release of lien, attorney fees, and other administrative costs.
- (b) Collection of assessments, service fees, associated interest, and costs (as provided for in subsection (a) above) shall be in accordance with Chapter 94, Article IV., Division 2., Section 94-236., of the Code.
- (c) Interest shall continue to accrue on the full amount of the assessment or service fee until the entire amount of the assessment or service fee, accumulated interest, and costs and fees as referred to in subsection (a) above are paid.
- (d) Until fully paid and discharged, or waived by law, such lien shall remain a lien equal in rank and dignity with the lien of county ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles, and claims in, to, or against the real property involved.

**Section 7. CALCULATION OF SERVICE FEES FOR TAX EXEMPT ENTITIES.**

For properties owned by government agencies which are not included on the ad valorem property tax roll, but receive disposal services through curbside collection or container service, each unit will be billed for service fees annually pursuant to Section 94-232(c), Code of Ordinances of Brevard County, Florida or by general law. Service fees are to be calculated in the same manner and at the same base billing unit amount as the adopted special assessment rates in Schedule "A."

**Section 8. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

**Section 9. EFFECTIVE DATE.** This Resolution shall take effect October 1, 2021.

RESOLVED this 3rd day of August 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

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

BY: \_\_\_\_\_  
Rita Pritchett, Chair  
Brevard County Commission  
(As approved by the Board on August 3, 2021)



## SCHEDULE "A"

### ANNUAL SOLID WASTE DISPOSAL PROGRAM SPECIAL ASSESSMENTS OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

#### **Section 1. RESIDENTIAL IMPROVED REAL PROPERTY:**

- (a) Single Family Residence: Any building or structure designed or constructed for and capable of use as a residence for one family regardless of the type of structure. Such term includes a mobile home or a condominium parcel used for a mobile home or trailer or mobile home cooperative or a condominium park home that is erected on a separate parcel of property and not included within the definition of a trailer park.
- (b) Residential Condominium Unit/Cooperative Unit: Any portion of a building or structure designed or constructed for and capable of use as a residence for one family and such unit being owned or offered for sale under the condominium or cooperative concept of ownership.
- (c) Residential Townhouse Unit: Any portion of a building or structure designed or constructed for and capable of use as a residence for one family and such unit being owned or offered for sale under the townhouse concept of ownership.
- (d) Multiple Family Residence/Courts: Any building or structure or portion of any building or structure designed or constructed for and capable of use for one or more permanent residence(s) in which each unit is not individually owned.
- (e) Trailer Park: Any improved real property divided into spaces for the erection and maintenance of trailers and mobile homes.
- (f) Condominium Recreational Vehicle: Any improved real property divided into spaces in which all the spaces are intended for use as, or are offered to the public for use as, spaces for transient or temporary use by recreational vehicles.
- (g) RESIDENTIAL IMPROVED PROPERTY BILLING UNITS:

- i. *Billing Units of 0.39 Per Unit:*

*Square Footage: Not Applicable*

Condominium unit with Utilities, Condominium – Improved with no  
Manufactured Home, Condominium Unit with site improvements.

- ii. *Billing Units of 0.75 Per Unit:*

*Square Footage: Not Applicable*

Cooperative Unit, Condominium Unit Multiple Family, Garden Apartments – 1  
Story – 10 To 49 Units, Garden Apartments – 1 Story – 50 Units & Up, High  
Rise Apartments – 4 Stories & Up, Low Rise Apartments 10 – 49 units 2/3  
Stories, Low Rise Apartments 50 Units & Up 2/3 Stories. Condominium Unit  
– Time Share Condo, Condominium Unit-Vacant Land or Building not  
Complete, Quadruplex (each unit), Sixplex (each unit, and each additional

unit), Multiple Living Units (5 to 9 units), Multiple Living Units (5-9 units, not attached), Manufactured Housing – Park Rentals (4 to 9 units), Manufactured Housing – Park Rentals (10 to 25 units), Manufactured Housing – Park Rentals (26 to 50 units), Manufactured Housing – Park Rentals (51 to 100 units), Manufactured Housing – Park Rentals (101 to 150 units), Manufactured Housing – Park Rentals (151 to 200 units), Manufactured Housing – Park Rentals (200 or more units), Vacant Residential Land-Multi-Family Platted, Vacant Residential Land-Multi Family Unplatted-Less than 5 Acres, Multiple Living Units – Converted (2 to 9 Units).

iii. *Billing Units of 1.00 Per Unit:*

*Square Footage: Not Applicable*

Single Family Residence, Manufactured Housing (single, double, or triple Wide), Condominium Manufactured Home Park, Cooperative, Townhouse, Manufactured Housing Rental Lot Improvements (with manufactured home), Residential Related Amenity on Manufactured Home Site, Manufactured Housing Rental Lot with improvements (no manufactured home), Manufactured Housing Rental Lot Without Improvements (with manufactured home), Condominium Unit – Single Family Residence and RV Cabin Homes, Condominium – Manufactured Housing Rental Lot With Improvements (with manufactured home), Cooperative – Manufactured Home – Improved, Residential Related Amenities, Cooperative Manufactured Housing Rental Lot With Improvements (with manufactured home), Cooperative – Improved (without manufactured home), Single Family - Modular, Cooperative With Site Improvements, Duplex (each unit), Half Duplex Used as Single Family Residence, Triplex (each Unit), House and Improvement Not Suitable for Occupancy, Crop Land – Soil Class I With Residence, Soil Class II With Residence, Soil Class III With Residence, Grazing Land – Soil Class I With Residence, Grazing Land – Soil Class II With Residence, Grazing Land – Soil Class III With Residence, Grazing Land – Soil Class IV With Residence, Grazing Land – Soil Class V With Residence, Grazing Land – Soil Class VI With Residence, Orchard Grove – All Grove With Residence, Orchard Grove – Part Grove & Part not Planted With Residence, Combination – Part Orchard Grove & Part Pasture Land With Residence, Mixed Tropical Fruits With Residence, Townhouse Apartments, Townhouse – Two or More Units, Two Residential Units-Not Attached), Two or More Manufactured Housing Rental Lots (with manufactured home(s)), Two or More Manufactured Housing Rental Lots (without manufactured home(s)), Three or Four Living Units – Not Attached, House and Mobile Home, Two or Three Mobile Homes-Not A Park, Vacant – Less than 5 Acres – Not Covered by Another Code – not Government Owned, Vacant Residential Land – Multi-Family Platted, Vacant Residential Land – Multi-Family Unplatted – Less than 5 Acres, Vacant Residential Land-Single Family Unplatted-Less than 5 Acres, Vacant

Residential Land-Single Family Unplatted - Greater than 5 Acres Vacant  
Residential Land-Single Family Platted, Vacant Mobile Home Site Platted,  
Vacant Mobile Home Site, Unplatted, Vacant Co-op Land, Vacant Co-op with  
Utilities.

## **Section 2. COMMERCIAL IMPROVED REAL PROPERTY**

### **(a) COMMERCIAL IMPROVED PROPERTY BILLING UNITS:**

- i. *Billing Units of 0.14 Per Unit:*  
*Square Footage: Not Applicable*  
Camp – Other than for Mobile Homes, Campground – Trailers, Campers,  
Tents
- ii. *Billing Units of 0.18 Per Unit:*  
*Square Footage: Not Applicable*  
Full Service Hotel, Extended Stay or Suite Hotel, Limited Service Hotel,  
Luxury Hotel/Resort, Motor Inn, Convention Hotel/Resort.
- iii. *Billing Units of 0.27 Per Unit:*  
*Square Footage: Not Applicable*  
Labor Camps, Migrant Camps and Boarding Homes.
- iv. *Billing Units of 0.35:*  
*Square Footage: Up to 500 Square Feet*  
Condominium Office Units.
- v. *Billing Units of 0.75:*  
*Square Footage: From 501 to 1,000 Square Feet*  
Condominium Office Units.
- vi. *Billing Units of 1.00:*  
*Square Footage: Not Applicable*  
Car Wash, Children's Home, Clubs, Lodges, Union Halls, Fraternity or  
Sorority Home, Utility Gas Companies - Improved, Leased County/City  
Property-Vacant (That does not Qualify in Another Code), Nursery (Non-  
Agricultural), Nursery with Residence, Nursery with Building Other Than  
Residence, Nurseries-Vacant, Service Stations, Water & Sewer Service,  
Condominium Unit-Vacant Land or Building not Complete, Vacant  
Commercial Common Area, Vacant Commercial Land, Vacant Land –  
Institutional, Commercial Shell Building (Condo) Not Totally Complete-  
Vacant, Commercial Shell Building (Other) Not Totally Complete-Vacant,  
Vacant Industrial Land, Utility Gas Companies-Vacant.



*Square Footage: Up to 1,000 Square Feet*

Restaurants/Cafeterias, Fast Food Restaurant, Restaurant – Condominium.

*Square Footage: Up to 2,000 Square Feet*

Bars, Cocktail Lounges, Night Clubs, Financial Institution, Financial Institution - Branch Facilities.

*Square Footage: Up to 3,000 Square Feet*

Utility – Electric Companies - Improved, Utility - Telephone and Telegraph – Improved.

*Square Footage: Up to 5,000 Square Feet*

Church, Church-Owned Private Schools, Warehousing, Distribution and Trucking Terminal, Van & Storage Warehousing, Mini Warehousing, Office Building – Single Tenant – 1 Story, Office Building – Multi Tenant - 1 Story, Office Building – Multi Story – Single Tenant, School Privately Owned, Professional Building – 1 Story – 1 Tenant, Professional Building – Multi Tenant – 1 Story, Professional Building – Single Tenant - 2 or More Stories, Professional Building – Multi Tenant – 2 or More Stories, Professional/Office Complex.

*Square Footage: Up to 6,000 Square Feet*

Mortuaries.

*Square Footage: Up to 8,000 Square Feet*

Open Storage – Auto Wrecking Yards, Equipment and Material Storage, Fuel Storage, Junk Yards, New and Used Buildings Supplies.

*Square Footage: Up to 10,000 Square Feet*

Day Care Center, Electrical Repair Shops, Laundries Excluding Automotive, Radio and TV Repair Shops, Refrigeration Service Shops, Service Shops, Paint Shops, Packing Plant – Fruit and Vegetable, Meat Packing Plant.

*Square Footage: Up to 15,000 Square Feet*

Church Owned Educational Building.

*Square Footage: In Excess of 1,000 Square Feet*

Condominium Office Units.

vii. *Billing Units of 2.49:*

*Square Footage: Not Applicable*

Florists.

viii. *Square Footage: Up to 4,000 Square Feet*

Wholesale Outlets.

*Square Footage: From 5,001 to 10,000 Square Feet*

Church, Church-Owned Private Schools, Private Schools.

*Square Footage: From 6,001 to 10,000 Square Feet*

Mortuaries.

ix. *Billing Units of 3.98:*

*Square Footage: From 1,001 to 3,000 Square Feet*

Restaurants/Cafeterias, Fast Food Restaurants, Restaurants – Condominium.

*Square Footage: From 8,000 to 12,000 Square Feet*

Auto Wrecking Yards, Equipment and Material Storage, Fuel Storage, Junk Yards, New and Used Building Supplies, Open Storage.

x. *Billing Units of 5.32:*

*Square Footage: From 2,001 to 15,000 Square Feet*

Financial Institutions, Financial Institutions - Branch Facility.

*Square Footage: From 4,001 to 8,000 Square Feet*

Wholesale Outlets.

*Square Footage: From 5,001 to 10,000 Square Feet*

Office Building – 1 Story – Single Tenant, Office Building – 1 Story – Multi Tenant, Office Building – Multi Story – Single Tenant, Professional Building – 1 Story – 1 Tenant, Professional Building – Multi Story – Multi Tenant, Professional Building – Multi Story – Single Tenant, Professional Building – Multi Story – Multi Tenant, Professional/Office Complex.

xi. *Billing Units of 6.64:*

*Square Footage: From 2,001 to 5,000 Square Feet*

Bars, Cocktail Lounges, Nightclubs.

*Square Footage: From 3,001 to 6,000 Square Feet*

Restaurants/Cafeterias, Fast Food Restaurants, Restaurant – Condominium.

*Square Footage: From 5,001 to 15,000 Square Feet*

Warehousing, Distribution Terminals, Mini Warehousing, Trucking Terminals, Van and Storage Warehousing.

xii. *Billing Units of 7.98:*

*Square Footage: From 6,001 to 9,000 Square Feet*

Cafeterias/Restaurants, Fast Food Restaurants, Condominium Restaurants.

*Square Footage: From 8,001 to 15,000 Square Feet*

Wholesale Outlets.

*Square Footage: From 10,001 to 20,000 Square Feet*

Office Building – 1 Story – Single Tenant, Office Building – 1 Story – Multi Tenant, Office Building – Multi Story – Single Tenant, Professional Building –

1 Story – 1 Tenant, Professional Building – Multi Story – Multi Tenant,  
Professional Building – Multi Story – Single Tenant, Professional Building –  
Multi Story – Multi Tenant, Professional/Office Complex.

xiii. *Billing Units of 13.30:*

*Square Footage: From 10,001 to 40,000 Square Feet*  
Church-Owned Private Schools, Private Schools.

xiv. *Billing Units of 15.96:*

*Square Footage: In Excess of 3,000 Square Feet*  
Improved Electrical Utility Companies, Improved Telephone and Telegraph  
Utility Companies.

- (b) IMPROVED REAL PROPERTY SUBJECT TO AN INDIVIDUAL CALCULATION OF SOLID WASTE SPECIAL ASSESSMENT OR SERVICE FEE: The following improved real property shall pay a Solid Waste Disposal Program Special Assessment or service fee equivalent to the appropriate category of commercial improved real property based upon an individual determination of the annual volume of solid waste generated by the particular parcel of improved real property. The individual determination of annual volume of solid waste generated by the particular parcel of improved real property shall be calculated based upon the size and type of the container used, or recommended for use, by the particular parcel of improved real property, and any landfill charges that may apply to that particular parcel of improved real property.

i. *Square Footage: Not Applicable*

Air Port Authorities, Airports – Commercial, Airports - Private, Arenas (Enclosed), Arenas (Open Air) with Supporting Facilities, Assisted Care Living Facilities, Auditoriums (enclosed), Stadium – Not Enclosed, Bed & Breakfast, Bee Farms (Honey), Bottlers and Brewers Distilleries, Wineries, Canneries (Fruits and Vegetables), Clay Plant, Clinics, Commercial Related Amenities – May Have Building(s), Concrete/Asphalt Plant, Convenience Store, Convenience Store with Gas Pumps, Country Club with Support Facilities, Colleges, Libraries, Condominium-Store, Condominium-Warehousing, Condominium – Miscellaneous – Not Covered by other Codes, May Have Building, Convalescent Home (Nursing Home), Correctional Facility, County Agency Other Than Board of County Commissioners, County Owned Land Improved, Crematoriums, Canaveral Port Authority – Improved, Melbourne Airport Authority – Improved, Dairies with buildings other than residence, Dairies with residence, Dealership Sales/Service Center, Department Store, Dog Kennel, Theater,- Drive In, Driving Ranges, Federal Owned Land-Improved, Feed Lots - Vacant, Fire Station-Non Governmental, Fitness Center, Flea Markets, Garage/Auto Body/Auto Paint Shop, Mini-Lube Service



Specialist, Golf Courses, Green Houses, Gymnasium, Home for the Aged, Horse Stable, Improvement-Not Suitable for Any Other Code may have Buildings, Improved Commercial Common Area, Insurance Company Office, Heavy Equipment Manufacturing, Heavy Industrial, Auto and Aircraft Plants, Foundries, Steel Fabricating Plants, Hospitals, Housing Authority Improved, Large Machine Shops, Leased County/City Property Improved, Light Manufacturing (Instrument Manufacturing, Light Manufacturing, Printing Plants, Small Equipment Manufacturing Plants, Small Machine Shops, Locally Assessed Railroad Property, Marinas, Mineral Processing, Mixed Use – Commercial Property, Commercial Shell Building (Condo), Municipal Owned Land Improved, Shopping Centers - Neighborhood, Office Building – Multi Story – Multi Tenant, Office – Shell Building, Other Food Processing Plants, Candy and Potato Chip Factories, Bakeries, Permanent Exhibit, Phosphate Processing Refinery, Pool Halls, Skating Rinks, Bowling Alleys, Postal Facility, Poultry Farms, College – Private, Hospital – General – Privately Owned, Produce House, School – Public – Improved Parcels, Rabbit Farms, Race Tracks/Wagering Attractions, Radio or TV Stations, Recreation Hall, Recreational Area-Governmental-Vacant, Retail Drug Stores-Not Attached, Retail – Shell Building, Retail Stores – 1 Unit, Retail Store-Multiple Units, Retail Tire Store, Retirement Home, Rock and Gravel Plants, Sawmills, Lumber Yards, Planning Mills, Regional Shopping Mall, Shopping Complex-Community/Neighborhood, Shopping Center-Neighborhood, State Owned Land Improved, Supermarket, Theater-Enclosed, Tourist Attractions, Tropical Fish Farms, Used Automobile Sales, Recreational Vehicle or Mobile Home Sales New/Used, Utility Division Properties, Cold Storage and Warehouse Distribution Center.

- ii. *Square Footage: In Excess of 5,000 Square Feet*  
Night Clubs, Cocktail Lounges, Bars.
- iii. *Square Footage: In Excess of 9,000 Square Feet*  
Restaurant/Cafeteria, Fast Food Restaurants, Restaurant – Condominium.
- iv. *Square Footage: In Excess of 10,000 Square Feet*  
Churches, Day Care Center, Meat Packing Plant, Mortuary, Service Shop, Radio & T.V. Repair, Refrigeration Service, Paint Shop, Electric, Repair, Laundries Excluding Automotive, Packing Plant-Fruit and Vegetable.
- v. *Square Footage: In Excess of 12,000 Square Feet*  
Open Storage - New/Used Building Supplies, Junk/Auto Wrecking Yards, Fuel Storage, Equipment and Material Storage.

- vi. *Square Footage: In Excess of 15,000 Square Feet*  
Church Owned Education Building, Warehousing, Distribution Terminals, Financial Institution, Financial Institution – Branch Facility, Mini Warehousing, Trucking Terminals, Van and Storage Warehousing, Wholesale Outlet.
- vii. *Square Footage: In Excess of 20,000 Square Feet*  
Office Building - 1 Story - Single Tenant, Office Building - Multi Tenant - 1 Story, Office Building - Multi Story - Single Tenant, Professional Building - 1 Story – 1 Tenant, Professional Building - Multi Story - Multi Tenant, Professional Building - Single Tenant - (2 or More Stories), Professional Building - Multi Tenant - (2 or More Stories), Professional/Office Complex.
- viii. *Square Footage: In Excess of 409,000 Square Feet*  
School-Private, School-Private Church Owned.

**Section 3. APPLICABLE BASE RATE.** Pursuant to the provisions of Chapter 94, Article IV., Division 2. of the Code, as amended, the following schedule of Solid Waste Disposal Special Assessments and Service Fees is hereby adopted.

- (a) The base for residential improved real property is equivalent to \$57.00 per billing unit per year.
- (b) The base for commercial improved real property is equivalent to \$164.51 per billing unit per year.

**Section 4. INDIVIDUAL VOLUME CATEGORY.** Pursuant to the provisions of Chapter 94, Article IV., Division 2. of the Code, as amended, the following commercial individual volume category schedule of Solid Waste Disposal Special Assessments or Service Fees is hereby adopted.

- (a) An Annual Solid Waste Disposal Special Assessment or Service Fee equivalent to the appropriate category of commercial improved real property based on an individual determination of the estimated annual volume of all solid waste generated by the particular parcel of improved real property. The number of billing units for each parcel of improved real property is multiplied by the commercial base rate set forth in Section 3 of this resolution in order to determine the Solid Waste Disposal Special Assessment or Service Fee. The number of billing units is calculated as follows:
  - i. Regular Dumpsters, Open Top Roll-offs, and Gallon Cans - Billing Units are calculated by multiplying the total cubic yards by \$2.21 and dividing by the applicable base rate. For example, a 2CY dumpster being picked up twice a week is equivalent to 208 cubic yards per year.  $208 * \$2.21 =$

- $\$459.68/\$164.51 = 2.79$  Billing Units. The amount of the assessment or service fee would be \$459.68.
- ii. Compactors - Billing Units are calculated by multiplying the total cubic yards by \$8.94 and dividing by the applicable base rate. For example, a 2CY compactor being picked up twice a week is equivalent to 208 cubic yards per year.  $208 * \$8.94 = \$1,863.68/\$164.51 = 11.33$  Billing Units. The amount of the assessment or service fee would be \$1,863.90 (rounding).
  - iii. Gate Accounts and Compactors on Call - Tonnage is added to individual volume category parcels by multiplying the tonnage by \$29.50 and dividing by \$164.51 to get the Billing Units. For example,  $7.8 \text{ tons} * \$29.50 = \$230.10/\$164.51 = 1.40$  Billing Units.
- (b) The minimum Annual Solid Waste Disposal Special Assessment or Service Fee for commercial improved real property in this category shall be one (1) billing unit multiplied times the commercial base rate set forth in Section 3 of this resolution, Schedule "A".
- (c) When a new land use classification code is established by the Property Appraiser, the Solid Waste Director will assign a category which best describes the expected solid waste generation.
- (d) When there is a group of commercial condominium improvements, and the owners of record have requested the service charges be shared, the assessment or service fee will be prorated in accordance with the square footage of each unit within the complex based on the individual volume category.



RESOLUTION NO. 21-\_\_\_\_\_

A RESOLUTION OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE IMPOSITION OF AN ANNUAL SOLID WASTE COLLECTION AND RECYCLING PROGRAM SPECIAL ASSESSMENT, SERVICE FEES, AND CHARGES AGAINST ALL IMPROVED RESIDENTIAL REAL PROPERTY WITHIN THE BREVARD COUNTY SOLID WASTE COLLECTION AND RECYCLING PROGRAM MUNICIPAL SERVICE BENEFIT UNIT FOR COUNTY FISCAL YEAR BEGINNING OCTOBER 1, 2021; AND APPROVING THE SCHEDULE OF SPECIAL RATES AND CHARGES FOR NON-RESIDENTIAL IMPROVED REAL PROPERTY WITHIN THE UNINCORPORATED AREA, AND IMPROVED REAL PROPERTY NOT WITHIN THE SOLID WASTE COLLECTION AND RECYCLING BENEFIT UNIT; AND APPROVING THE SCHEDULE OF COMPENSATION RATES TO BE PAID COLLECTORS FOR CURBSIDE COLLECTION PROVIDED TO ALL IMPROVED RESIDENTIAL REAL PROPERTY WITHIN THE SOLID WASTE COLLECTION AND RECYCLING BENEFIT UNIT FOR COUNTY FISCAL YEAR BEGINNING OCTOBER 1, 2021.

WHEREAS, Florida Statutes, Section 125.01(1)(k) grants the Board of County Commissioners the power to provide and regulate waste collection and disposal; and

WHEREAS, pursuant to Section 403.706, Florida Statutes, Brevard County has the authority and responsibility to provide for the operation of solid waste management facilities to meet the needs of all areas of the county; and

WHEREAS, Chapter 403.706, Florida Statutes, requires that Brevard County plan and implement an efficient and environmentally acceptable solid waste management program to handle solid waste generated within the County and to provide for reduction in the amount of said solid waste disposed of at the County's solid waste management facilities through the implementation of a recycling program; and

WHEREAS, Chapter 67-1146, Laws of Florida, as amended by Chapter 70-594, Laws of Florida, 1970, authorizes the Board of County Commissioners of Brevard County, Florida to construct, operate and maintain a solid waste disposal system for the use and benefit of the inhabitants and municipalities of Brevard County; and

WHEREAS, said statutory authority grants the Board of County Commissioners the authority to prescribe, fix, establish and collect fees, rentals or other charges for the use of said established solid waste disposal system and to pledge such revenues as security for the payment of bonds issued under said statutory authority for the construction of a solid waste disposal facility; and

WHEREAS, Florida Statutes Section 403.7032, establishes a new statewide recycling goal of 75% to be achieved by the year 2020; and

WHEREAS, the act requires counties to develop and implement recycling programs within their jurisdictions to return valuable materials to productive use, to conserve energy and natural resources, and to protect capacity at solid waste management facilities; and

WHEREAS, Section 94-46(a), Code of Ordinances of Brevard County, Florida, authorizes the Board of County Commissioners to impose an annual collection and recycling special assessment, service fee, or charge, against all improved residential real property within the Brevard County Solid Waste Collection and Recycling Program Municipal Service Benefit Unit, "Benefit Unit"; and

WHEREAS, the developed residential properties within the Benefit Unit derive a special benefit above and beyond the general benefit received by all property or the public as a result of the services provided through the Brevard County Solid Waste Collection and Recycling Program; and

WHEREAS, the Board of County Commissioners finds that the collection and disposal of solid waste constitutes a benefit to all developed residential property within the Benefit Unit that is equal to, or in excess of, the cost of providing the services; and

WHEREAS, Section 94-233, Code of Ordinances of Brevard County, Florida, provides that on or before the fifteenth day of September of each year the Board of County Commissioners of Brevard County, Florida, shall hold a public hearing for the purpose of adopting a schedule of annual assessments, fees, rates and charges to be imposed upon the owners of all residential improved real property within the unincorporated areas of Brevard County for solid waste collection and recycling; and

WHEREAS, Chapter 94, Article IV., Division 2., Code of Ordinances of Brevard County, Florida, authorizes the Board of County Commissioners to impose an annual Collection and Recycling special assessment or service fee against all improved residential real property the Brevard County Solid Waste Collection and Recycling Program Municipal Service Benefit Unit, "Benefit Unit"; and

WHEREAS, Chapter 94, Article IV., Division 2., Brevard County Code of Ordinances, provides that on or before the fifteenth day of September of each year the Board of County Commissioners of Brevard County, Florida, shall hold a public hearing for the purpose of adopting a schedule of annual assessments, service fees, rates and charges to be imposed upon the owners of all residential and commercial improved real property within the unincorporated areas of Brevard County for the ensuing County fiscal year, and to establish the rates, assessments, service fees, and charges that shall apply to commercial improved real property within the unincorporated area of the County, and to residential improved real property not within the "Benefit Unit"; and

WHEREAS, Chapter 94, Article IV., Division 2., Code of Ordinances Brevard County, Florida provides each year the Board of County Commissioners of Brevard County, Florida, shall approve the amount and method of payment to the collector for his performance under the collection agreement within the “Benefit Unit”; and

WHEREAS, on January 31, 2008, the Board of County Commissioners approved a resolution authorizing the uniform method of collection of these non-ad valorem assessments by the Brevard County Tax Collector via the Tax Roll for each year this Rate Resolution is in effect; and

WHEREAS, the Board of County Commissioners entered into a new collection services contract, effective on October 1, 2020 and running through September 30, 2027, with an optional three-year extension. The base rate for the collection and recycling non-ad valorem assessments and service fees is shown in Section 3 of Schedule “A”; the Schedule of Special Rates and Charges for containers is shown in Schedule “B”; and the Schedule of Compensation and Rates to be Paid to the Collector for Residential Curbside Collection Services is shown as Schedule “C”.

WHEREAS, this Resolution authorizes a stepped rate increase for special assessments and service fees, to be implemented over seven years, beginning in FY 2022. The annual billing unit rate for FY 2022 is \$200.11. Billing unit rate increases for FY 2022 through FY 2024, if such increase is approved by the Board, will not exceed 3% of the previous year and will be adopted annually through a subsequent public hearing process and resolution

WHEREAS, said public hearing was set for August 3, 2021 at 5:00 p.m., in the Brevard County Government Center, Commission Board Room, Building C, First Floor, 2725 Judge Fran Jamieson Way, Viera, Florida; and

WHEREAS, notice of the August 3, 2021 public hearing to adopt this resolution was published in the July 14, 2021 and the July 27, 2021 issues of the Florida Today, a newspaper of general circulation in Brevard. Pursuant to Section 197.3432(3). Florida Statutes, separate notice of the rate increase was mailed, at least 20 days prior to the public hearing, to each person or entity owning property subject to the special assessment.

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

**Section 1. SCHEDULE ADOPTED.** The Board of County Commissioners does hereby adopt a schedule of Annual Solid Waste Collection and Recycling Program Special Assessments and service fees for County Fiscal Year 2022, October 1, 2021 through September 30, 2022, pursuant to the provisions of Chapter 94, Article IV, Division 2, Code of Ordinances of Brevard County, Florida for all improved real

property within the “Benefit Unit”, that is attached hereto as Schedule “A”. (“Code” used hereafter shall mean “Code of Ordinances of Brevard County, Florida”).

**Section 2. SPECIAL RATES AND CHARGES.** The Board of County Commissioners does hereby adopt a Schedule of Special Rates and Charges for containers for all non-residential improved real property within the unincorporated area of Brevard County and rates for all residential improved real property within said unincorporated areas, but not within the “Benefit Unit,” which Schedule of Special Rates and Charges is attached hereto as Schedule “B”.

**Section 3. COMPENSATION RATES.** The Board of County Commissioners does hereby adopt compensation rates to be paid to the collector for curbside solid waste and recycling collection services provided to all residential improved real property within the “Benefit Unit” which Schedule of Compensation Rates is attached hereto as Schedule “C”.

**Section 4. RATE RESOLUTION DECLARED.** This Resolution constitutes the Rate Resolution specified in Chapter 94, Article IV, Division 2 of the Code, as amended.

**Section 5. DEFINITIONS.** For the purpose of this schedule of Annual Solid Waste Collection and Recycling Program Special Assessments, Service Fees, and charges, the following definitions shall apply:

- (a) Improved Real Property: means any real property located in the unincorporated areas of the county that generates, or is capable of generating, solid waste and that contains a building, structure or other improvements designed or constructed, or capable of use for, or is being used for human habitation, human activity or commercial enterprise. Real property becomes improved real property following construction completion and the initial issuance of a certificate of occupancy.
- (b) Residential Improved Real Property: means all improved real property used for either a multifamily residence, or a single-family residence, including trailer parks.
- (c) Square Feet: refers to the size of the buildings, structures, or other improvements located on such property.
- (d) Governmental Agencies: means all state, federal or local agencies or units of government located within the county, including, but not limited to, the school board of the county, housing authorities, all municipalities within the county, all special districts and municipal service taxing units with all or part of their boundaries within the county and any municipality or special district or other unit of government whose boundaries are not within the county but which is the owner of improved real property within the county.
- (e) Benefit Unit: means the unincorporated areas of Brevard County.
- (f) Billing Units: the number of units established per parcel of improved residential property which, when multiplied by the applicable base, produces the solid waste



collection and recycling program special assessment or service fee.

**Section 6. CALCULATION OF COLLECTION AND RECYCLING SPECIAL ASSESSMENTS.**

- (a) The property's classification shall be determined by the "use code" established by the Brevard County Property Appraiser in maintaining and classifying real property on the Brevard County real property assessment roll.
- (b) To determine the Solid Waste Collection and Recycling Program Special Assessment for all improved real property within the "Benefit Unit", the number of billing units for the property's corresponding classification set forth in Section 1 and Section 2 of Schedule "A" shall be multiplied by the applicable base billing unit set forth in Section 3 of Schedule "A".

**Section 7. CALCULATION OF SERVICE FEES FOR TAX EXEMPT ENTITIES.**

For properties owned by government agencies which are not included on the ad valorem property tax roll, but receive collection or recycling services, each unit will be billed annually pursuant to Section 94-232(c), Code of Ordinances of Brevard County, Florida or general law. Services fees are to be calculated in the same manner and at the same base billing unit amount as the adopted special assessment rates in Schedule "A."

**Section 8. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

**Section 9. EFFECTIVE DATE.** This Resolution shall be effective from October 1, 2021 through September 30, 2022.

RESOLVED this 3rd day of August 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

BY: \_\_\_\_\_  
Rachel Sadoff, Clerk

BY: \_\_\_\_\_  
Rita Pritchett, Chair  
Brevard County Commission  
(As approved by the Board on August 3, 2021)

## SCHEDULE "A"

### ANNUAL SOLID WASTE COLLECTION AND RECYCLING PROGRAM SPECIAL ASSESSMENTS

OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

#### **Section 1. RESIDENTIAL IMPROVED REAL PROPERTY:**

- (a) Single Family Residence: Any building or structure designed or constructed for and capable of use as a residence for one family regardless of the type of structure. Such term includes a mobile home or a condominium parcel used for a mobile home or trailer or mobile home cooperative or a condominium park home that is erected on a separate parcel of property and not included within the definition of a trailer park.
- (b) Residential Condominium Unit/Cooperative Unit: Any portion of a building or structure designed or constructed for and capable of use as a residence for one family and such unit being owned or offered for sale under the condominium or cooperative concept of ownership.
- (c) Residential Townhouse Unit: Any portion of a building or structure designed or constructed for and capable of use as a residence for one family and such unit being owned or offered for sale under the townhouse concept of ownership.
- (d) Multiple Family Residence/Courts: Any building or structure or portion of any building or structure designed or constructed for and capable of use for one or more permanent residence(s) in which each unit is not individually owned.
- (e) Trailer Park: Any improved real property divided into spaces for the erection and maintenance of trailers and mobile homes.
- (f) Condominium Recreational Vehicle: Any improved real property divided into spaces in which all the spaces are intended for use as, or are offered to the public for use as, spaces for transient or temporary use by recreational vehicles.

#### **Section 2. RESIDENTIAL IMPROVED PROPERTY BILLING UNITS:**

- (a) Billing Units of 0.39 Per Unit:  
Square Footage: Not Applicable  
Condominium unit with Utilities, Condominium – Improved with no Manufactured Home, Condominium Unit with site improvements.
- (b) Billing Units of 0.75 Per Unit:  
Square Footage: Not Applicable  
Cooperative Unit, Condominium Unit Multiple Family, Garden Apartments – 1 Story – 10 To 49 Units, Garden Apartments – 1 Story – 50 Units & Up, High Rise Apartments – 4 Stories & Up, Low Rise Apartments 10 – 49 units 2/3 Stories, Low Rise Apartments 50 Units & Up 2/3 Stories. Condominium Unit – Time Share Condo, Condominium Unit-Vacant Land or Building not Complete, Quadruplex (each unit), Sixplex (each unit, and each additional unit), Multiple Living Units (5 to 9 units), Multiple Living Units (5-9 units, not attached),

Manufactured Housing – Park Rentals (4 to 9 units), Manufactured Housing – Park Rentals (10 to 25 units), Manufactured Housing – Park Rentals (26 to 50 units), Manufactured Housing – Park Rentals (51 to 100 units), Manufactured Housing – Park Rentals (101 to 150 units), Manufactured Housing – Park Rentals (151 to 200 units), Manufactured Housing – Park Rentals (200 or more units), Vacant Residential Land-Multi-Family Platted, Vacant Residential Land-Multi Family Unplatted-Less than 5 Acres.

(c) Billing Units of 1.00 Per Unit:

Square Footage: Not Applicable

Single Family Residence, Manufactured Housing (single, double, or triple Wide), Condominium Manufactured Home Park, Cooperative, Townhouse, Manufactured Housing Rental Lot Improvements (with manufactured home), Residential Related Amenity on Manufactured Home Site, Manufactured Housing Rental Lot with improvements (no manufactured home), Manufactured Housing Rental Lot Without Improvements (with manufactured home), Condominium Unit – Single Family Residence and RV Cabin Homes, Condominium – Manufactured Housing Rental Lot With Improvements (with manufactured home), Cooperative – Manufactured Home – Improved, Residential Related Amenities, Cooperative Manufactured Housing Rental Lot With Improvements (with manufactured home), Cooperative – Improved (without manufactured home), Single Family - Modular, Cooperative With Site Improvements, Duplex (each unit), Half Duplex Used as Single Family Residence, Triplex (each Unit), House and Improvement Not Suitable for Occupancy, Crop Land – Soil Class I With Residence, Soil Class II With Residence, Soil Class III With Residence, Grazing Land – Soil Class I With Residence, Grazing Land – Soil Class II With Residence, Grazing Land – Soil Class III With Residence, Grazing Land – Soil Class IV With Residence, Grazing Land – Soil Class V With Residence, Grazing Land – Soil Class VI With Residence, Orchard Grove – All Grove With Residence, Orchard Grove – Part Grove & Part not Planted With Residence, Combination – Part Orchard Grove & Part Pasture Land With Residence, Mixed Tropical Fruits With Residence, Townhouse Apartments, Townhouse – Two or More Units, Two Residential Units-Not Attached), Two or More Manufactured Housing Rental Lots (with manufactured home(s)), Two or More Manufactured Housing Rental Lots (without manufactured home(s)), Three or Four Living Units – Not Attached, House and Mobile Home, Two or Three Mobile Homes-Not A Park, Vacant – Less than 5 Acres – Not Covered by Another Code – not Government Owned, Vacant Residential Land – Multi-Family Platted, Vacant Residential Land – Multi-Family Unplatted – Less than 5 Acres, Vacant Residential Land-Single Family Unplatted-Less than 5 Acres, Vacant Residential Land-Single Family Unplatted - Greater than 5 Acres Vacant Residential Land-Single Family Platted, Vacant Mobile Home Site Platted, Vacant Mobile Home Site, Unplatted, Vacant Co-op Land, Vacant Co-op with Utilities.

Section 3. **APPLICABLE BASE RATE.** Pursuant to the provisions of Chapter 94, Article IV, Division 2 of the Code, as amended, and the annual rate increases previously authorized in Resolution 17-151, the base rate for residential improved real property for is \$200.11 per billing unit or a 3.0% increase over the previous year.

*Table 1*

<b>Fiscal Year</b>	<b>Assessment Rate per Billing Unit</b>	<b>% Increase</b>
2021	\$194.28	39.0%
2022	\$200.11	3.0%
2023	\$206.11	3.0%
2024	\$212.30	3.0%
2025	\$218.66	3.0%
2026	\$225.22	3.0%
2027	\$231.98	3.0%

Board of County Commissioner's Resolution 17-151 authorized a stepped rate increase for special assessments and service fees over seven years, beginning in Fiscal Year (FY) 2021. The annual rate increase for FY 2021 through FY 2027 is equal to the annual rate increase paid to the collector, if such increase is approved by the Board, not to exceed 3% per year. The numbers above are based on the assumption the maximum 3% rate increase is approved in each fiscal year FY 2022 through FY 2027. The Board will adopt an annual rate resolution to verify the percentage rate increase pursuant to Section 94-233, Code of Ordinances of Brevard County, Florida.



## SCHEDULE "B"

### SCHEDULE OF SPECIAL RATES AND CHARGES OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

#### **Section 4. NON-RESIDENTIAL IMPROVED REAL PROPERTY:**

- (a) Collection Fee Per Cubic Yard (Non-Compacted): \$5.96 per cubic yard
- (b) Collection Fee Per Cubic Yard (Compacted): \$22.51 per cubic yard
- (c) Collection Fee for Individual Containers:
  - i. One 96 Gallon Cart \$ 49.56
  - ii. Each Additional 96 Gallon Cart \$ 7.50
  - iii. One 64 Gallon Cart \$ 37.55
  - iv. Each Additional 64 Gallon Cart \$ 7.50
  - v. One 35 Gallon Cart \$ 17.57
  - vi. Each Additional 35 Gallon Cart \$ 7.50

#### **Section 5. CONTAINER RENTAL/LEASE:**

- (a) Dumpster Rental/Lease Fees (Non-Compacted):
  - i. 2 cubic yard \$ 85.46 per month
  - ii. 3 cubic yard \$115.85 per month
  - iii. 4 cubic yard \$146.04 per month
  - iv. 6 cubic yard \$206.82 per month
  - v. 8 cubic yard \$267.36 per month
- (b) Dumpster Rental/Lease Fees (Compacted): 2 through 8 cubic yard \$157.43 per month

#### **Section 6. PULL CHARGES:**

- (a) Compactor Charge Per Pull:
  - i. 15 cubic yard \$242.05 per pull
  - ii. 20 cubic yard \$242.05 per pull
  - iii. 30 cubic yard \$272.95 per pull
  - iv. 40 cubic yard \$293.55 per pull
- (b) Compactor Container Rental/Lease Fees: 10 through 40 cubic yard \$157.43 per month

#### **Section 7. LIMITATIONS:**

- (a) Rental/lease rates for containers may be negotiated between the customer and the collector, but will not exceed the rates established herein.
- (b) Rental/lease rates for containers includes: Monthly rental/lease fee, and any and all other fees, e.g., drop-off, maintenance, roll-out, casters, etcetera. Only those

fees as set forth herein are allowed to be charged.

## SCHEDULE "C"

### SCHEDULE OF COMPENSATION RATES TO BE PAID TO COLLECTOR FOR RESIDENTIAL CURBSIDE COLLECTION SERVICES PROVIDED OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

#### **Section 1. COMPENSATION RATES:**

- (a) Single Family Residence, Residential Mobile Home, Condominium Mobile Home, Condominium Park Home, Cooperative Mobile Home, and Residential Townhouse Unit: \$15.93 per month, per unit
- (b) Residential Condominium Unit, Cooperative Unit, Multiple Family Residence, Courts and Trailer Park: \$11.95 per month, per unit
- (c) Condominium Recreational Vehicle Unit: \$6.22 per month, per unit

RESOLUTION NO. 21-\_\_\_\_\_

A RESOLUTION OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING A SCHEDULE OF SPECIAL RATES AND GATE CHARGES TO BE CHARGED USERS OF THE COUNTY'S LANDFILLS AND PROVIDING FOR AN INCREASE OF THE SPECIAL RATES AND GATE CHARGES IN ORDER TO ASSIST IN DEFRAYING THE COST TO CONSTRUCT, OPERATE AND MAINTAIN A SOLID WASTE DISPOSAL SYSTEM, FOR THE COUNTY FISCAL YEAR BEGINNING OCTOBER 1, 2021.

WHEREAS, under the authority of Section 403.706, Florida Statutes, Brevard County has the responsibility and power to provide for the operation of solid waste management facilities to meet the needs of all areas of the county; and

WHEREAS, Chapter 67-1146, Laws of Florida, as amended by Chapter 70-594, Laws of Florida, authorized the Board of County Commissioners of Brevard County, Florida, to construct, operate and maintain a solid waste disposal system for the use and benefit of the inhabitants and municipalities of Brevard County; and

WHEREAS, said statutory authority granted the Board of County Commissioners the power to prescribe, fix, establish and collect fees, rentals or other charges for the use of said established solid waste disposal system and to pledge such revenues as security for the payment of bonds issued under said statutory authority for the construction of a solid waste disposal facility; and

WHEREAS, Florida Statutes, Section 125.01(1)(k) grants the Board of County Commissioners the power to provide and regulate waste collection and disposal.

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

**Section 1. SCHEDULE ADOPTED.** The Board of County Commissioners does hereby adopt the schedule of Special Rates, effective beginning October 1, 2021, that is attached hereto as Schedule "A".

**Section 2. FINDINGS.** It is hereby ascertained, determined and declared that:

- (a) Certain types of solid waste, because of the nature, cannot be disposed of at the solid waste disposal facilities maintained by the County according to normal operating procedures of the facilities and must be specially handled according to other approval criteria.

- (b) The operation and maintenance of a separately owned and maintained landfill for the disposal of such solid waste described in Section 2(a) above increases the county's capital and operations costs for the solid waste disposal program.
- (c) The cost of the disposal of solid waste generated in construction, renovation or demolition projects, or new improvements on real property is not assessed when brought in by commercial or governmental entities.
- (d) The cost of disposal of debris and waste accumulated from land clearing and excavating from totally or partially unimproved real property is not assessed against such real property.
- (e) The cost of disposal of special solid wastes generated from improved real property within Brevard County is not assessed against such real property.
- (f) Since all improved real property within Brevard County is assessed or charged for the operation and maintenance of the disposal system in the County it would be unfair to assess such property for disposal from illegal dumping on any real property located within Brevard County.
- (g) Since all residential improved real property within Brevard County is assessed for the operation of the Household Hazardous Waste Program it would be unfair to assess such residences any additional charges for recycled paint.
- (h) Solid waste generated outside of the boundaries of Brevard County will not be permitted to be disposed of at the Brevard County solid waste disposal facilities since the cost of the operation and maintenance of such facilities is assessed or charged against all improved real property within Brevard County only and not against properties outside Brevard County.
- (i) The federal government will be charged for the disposal of all solid waste at the Brevard County disposal facilities since it has not agreed to the imposition of an annual disposal special assessment against improved real property included within the jurisdiction of the federal installations. It is unfair to permit disposal of solid waste at the Brevard County facilities without charge.

**Section 3. SPECIAL RATES.** In recognition of the findings set forth in Section 2 of this Resolution, the schedule of rates, charges and fees set forth in Schedule "A", "Special Rates" (incorporated in this Resolution by reference) is hereby adopted. The appropriate rate(s) set forth in Schedule "A" for the types of solid waste defined therein shall be charged at the time of delivery of such solid waste and such charge shall be in addition to the appropriate assessment under the Annual Disposal Special Assessments set forth in Rate Resolution adopted on August 3, 2021. Effective



October 1, 2022, and subsequent years on October 1, Special Rates, except for the exclusions as noted in Schedule "A", shall be automatically increased based on the actual change in the CPI -Garbage and Trash for the immediately preceding twelve-month period of March to February. The County's customers will be notified of the upcoming inflation indexing in the August and September gate invoices.

**Section 4. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

**Section 5. EFFECTIVE DATE.** This Resolution shall take effect October 1, 2021.

RESOLVED this 3rd day of August 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

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

BY: \_\_\_\_\_  
Rita Pritchett, Chair  
Brevard County Commission  
(As approved by the Board on August 3, 2021)

## SCHEDULE "A"

### SPECIAL RATES

**Section 1. DEFINITIONS.** For the purpose of applying the rates set forth in this Special Rate Schedule, the following definitions shall control:

**NOTE: Brevard County reserves the right to refuse acceptance of any waste.**

- (a) Solid Waste: that definition provided in Chapter 94, Article I., Section 94-1., of the Code of Ordinances of Brevard County, Florida, hereinafter referred to as the "Code", as amended.
- (b) Land Clearing Debris: that definition provided in Chapter 94, Article I., Section 94-1., of the Code, as amended.
- (c) Construction Debris: Discarded materials generally considered not to be water soluble and which are non-hazardous in nature, including but not limited to, steel, concrete, glass, brick, asphalt material, pipe, gypsum wall board and lumber from construction, renovation or demolition projects or new improvements to a structure.
- (d) Account in Good Standing: Accounts that have been in existence for more than five (5) years, and have been in good standing (all payments made within 60 days), are eligible for a refund of the security deposit upon request. Any future delinquencies will require a new security deposit.
- (e) Yard Waste: Any vegetative matter generated from improved real property such as leaves, grass or shrubbery cuttings resulting from the care of lawns or landscape maintenance. Such term does not include large quantities of sod, dirt, land clearing debris, or other materials requiring special handling.
- (f) Gate Account: An account established by a person or entity for the use of the Solid Waste Management facilities operated by the Board, as required by Section 94-277, Code of Ordinances of Brevard County.

### **Section 2. DEPOSITS.**

- (a) Users, excluding customers in good standing as defined above, and remaining in good standing, and governmental agencies or their Agents, disposing of solid waste not included in the annual disposal special assessment, such as, land clearing debris, construction debris, tires, yard waste, and Special Solid Waste at Brevard County's Solid Waste Disposal Facilities, shall provide the applicable

security deposit by depositing cash, a surety bond or a letter of credit to the Brevard County Finance Department, as required by Section 3(d) below, in an amount sufficient to pay estimated charges for a period of two (2) months or \$200, whichever is greater, as determined by the Solid Waste Director.

(b) Accounts in existence for more than five years, and that have been an account in good standing with Brevard County Solid Waste for the preceding five years, are eligible for reimbursement of the security deposit upon request.

(c) Any account that defaults on payment, or has been closed for any reason, shall be required to pay all outstanding balances in full and may be required to provide an additional security deposit in order to meet requirements in section (a) above.

**Section 3. SPECIAL RATES.** \* The cubic yard (yd<sup>3</sup>) rate shall apply when the Solid Waste Management Department's weight scale(s) are inoperable, or vehicles do not fit on the scales.

(a) Solid Waste Generated by Governmental Agencies:

i. Solid waste generated on improved real property owned by governmental agencies that were assessed or not assessed a Solid Waste Impact Fee.

(1) Assessed. \$29.50/ton or \$8.94/yd<sup>3</sup>\*

(2) Construction Debris not mixed with any other solid waste.  
\$31.16/ton or \$9.44/yd<sup>3</sup>\*

(3) Not Assessed.  
\$34.98/ton or \$10.60/yd<sup>3</sup>\*

(4) Construction Debris not mixed with any other solid waste.  
\$31.16/ton or \$9.44/yd<sup>3</sup>\*

ii. Solid Waste above that is projected to be assessed under the Annual Disposal Special Assessment.

\$29.50/ton or \$8.94/yd<sup>3</sup>\*

(b) Solid waste delivered to a solid waste disposal facility that is in addition to the amount projected in the Annual Disposal Special Assessment.

i. Municipal Sludge from municipal wastewater treatment plants.

\$25.00/ton or \$7.58/yd<sup>3</sup>\*

ii. Land Clearing Debris or hurricane debris not mixed with any other solid waste.

\$40.00/ton or \$12.12/yd<sup>3</sup>\*

iii. Construction Debris not mixed with any other solid waste.

\$31.16/ton or \$9.44/yd<sup>3</sup>\*

NOTE: Wood pallets, fencing and other lumber are considered and charged as Construction Debris.

- iv. Renovation/Demolition Debris brought in by commercial entities for any improved commercial or governmental real property.

\$31.16/ton or \$9.44/yd3\*

- v. Discarded Recyclables.

\$20.00/ton

- vi. Clean Concrete not mixed with any other solid waste.

\$0.00/ton or \$0.00/yd3\*

- vii. Cardboard Only Loads not mixed with other solid waste.

\$0.00/ton or \$0.00/yd3\*

- (c) Special Solid Wastes: Includes those wastes which are not normally included under the definition of municipal solid waste, land clearing, or yard waste mixed with other Solid Waste. All require pre-disposal approval by the Solid Waste Director or designee except disposal of land clearing or yard waste mixed with other solid waste, with the exception of tires, which shall not be mixed.

- i. Aloe extracts; burn residue from solid rocket boosters; chemical containers which have been rendered legally empty; industrial sludge; dried paints and coatings; fly ash; ash from other incineration processes; land clearing; construction, renovation, or demolition debris; yard waste mixed with other solid waste; non-hazardous chemical compounds or other materials, which in the opinion of the Director require review and/or chemical analyses to determine acceptability. Any load that requires staff assistance to unload or separate.

\$41.00/ton or 12.42/yd3\*

- ii. Asbestos.

\$100.00/ton or \$30.30/yd3\*

- iii. Non-saturated, non-hazardous contaminated soils.

(1) 0 to 25 tons per event.

\$41.00/ton or \$12.42/yd3\*

(2) 26th ton and greater per event.

\$82.00/ton or \$24.85/yd3\*

- iv. Tires, whole or shredded.

\$154.50/ton or \$46.81/yd3\*

NOTE: Cut or shredded tires must be in accordance with Florida Administrative Code (Waste Tire Rule)

- v. Perforated empty 55-gallon drums. \$1.00/drum



- vi. Cross Loading: use of the transfer station to trans load a material (generally recyclables) from one vehicle (generally smaller) to a larger vehicle (not in county ownership) and that is not delivered to a county facility.

\$6.15/ton

(d) Solid Waste Operating Permits.

- i. Roll-Off Container Service Operating Permits. \$600/5 years

(e) Gate Account Security Deposits.

- i. Landscape companies will pay a security deposit of \$100.
- ii. All others will pay a security deposit equal to estimated charges for a period of two (2) months or \$200, whichever is greater, as determined by the Solid Waste Director or designee.

(f) Categories of Special Rates excluded from the annual rate increase of CPI – Garbage and Trash Indexing.

The following categories of Special Rates are excluded from the annual rate increase of CPI- Garbage and Trash:

- i. Section 3 (b)i. Municipal Sludge from municipal wastewater treatment plants.
- ii. Section 3(d)i. Roll-Off Container Service Operating Permits.
- iii. Section 3(e) Gate Account Security Deposits.

RESOLUTION NO. 21-\_\_\_\_\_

A RESOLUTION OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE IMPOSITION OF A SOLID WASTE IMPACT FEE ON ALL NEWLY IMPROVED REAL PROPERTY WITHIN BOTH THE INCORPORATED AND UNINCORPORATED AREAS OF BREVARD COUNTY IN ORDER TO HELP FINANCE FACILITIES REQUIRED AS A RESULT OF NEW DEVELOPMENT AND NEW USERS, AND PROVIDING FOR INTEREST TO BE ASSESSED FOR DELINQUENT IMPACT FEES ON IMPROVED COMMERCIAL PROPERTIES FOR THE COUNTY FISCAL YEAR BEGINNING OCTOBER 1, 2021.

WHEREAS, under the authority of chapter 403.706, Florida Statutes, Brevard County has the responsibility and power to provide for the operation of solid waste management facilities to meet the needs of all areas of the county; and

WHEREAS, Chapter 67-1146, Laws of Florida, as amended by Chapter 70-594, Laws of Florida, authorized the Board of County Commissioners of Brevard County, Florida, to construct, operate and maintain a solid waste disposal system for the use and benefit of the inhabitants and municipalities of Brevard County; and

WHEREAS, said statutory authority granted the Board of County Commissioners the power to prescribe, fix, establish and collect fees, rentals or other charges for the use of said established solid waste disposal system and to pledge such revenues as security for the payment of bonds issued under said statutory authority for the construction of a solid waste disposal facility; and

WHEREAS, the Brevard County Comprehensive Plan states that the imposition of impact fees is one of the land use control devices that assures that new development would help finance additional facilities required as a result of the new development so as to provide a minimum level of capital facilities; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, has determined that Brevard County must expand its solid waste disposal system in order to maintain current solid waste disposal standards if new development and new users are to be accommodated without decreasing current standards, and in order to promote and protect the public health, safety and welfare; and

WHEREAS, the Florida Legislature through enactment of, Section 163.3202(3), Florida Statutes, has sought to encourage local governments to enact impact fees as land development regulations; and

WHEREAS, Section 125.01(1)(k), Florida Statutes, grants the Board of County Commissioners the power to provide and regulate solid waste collection and disposal; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, enacted Chapter 94, Article IV., Division 3, Code of Ordinances of Brevard County, Florida, relating to the imposition of an impact fee on all newly improved property within both the incorporated and unincorporated areas of Brevard County; and

WHEREAS, Chapter 94, Article IV., Division 3, Code of Ordinances of Brevard County, Florida, provides that the Board of County Commissioners of Brevard County, Florida, shall hold a public hearing and adopt a rate resolution establishing a schedule of impact fees to be imposed pursuant to this division; and

WHEREAS, said public hearing was set for August 3, 2021, at 5:00 p.m. in the Brevard County Government Center, Commission Board Room, Building C, First Floor, 2725 Judge Fran Jamieson Way, Viera, Florida; and

WHEREAS, notice of said public hearing was published in the July 14, 2021 and July 27, 2021 issues of the FLORIDA TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida.

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

**Section 1. SCHEDULE ADOPTED.** The Board of County Commissioners does hereby adopt the schedule of Solid Waste Impact Fees as of October 1, 2021, pursuant to the provisions of Chapter 94, Article IV., Division 3., Code of Ordinances of Brevard County, Florida, that is attached hereto as Schedule "A". ("Code" used hereafter shall mean "Brevard County Code of Ordinances").

**Section 2. DEFINITIONS.** For the purpose of this schedule of Solid Waste Impact Fees the following definitions shall apply:

- (a) Improved Real Property: as defined in Chapter 94, Article I., Section 94-1., of the Code.
- (b) Square Feet: refers to the size of the buildings, structures, or other improvements located on improved property.
- (c) Governmental Agencies: as defined in Chapter 94, Article I., Section 94-1., of the Code.
- (d) Billing Units: the number of units established per parcel of improved real property which, when multiplied by the applicable base, produces the solid waste impact fee.

### **Section 3. CALCULATION OF IMPACT FEES.**

- (a) The property's classification shall be determined by the "use code" established by the Brevard County Property Appraiser in maintaining and classifying real property on the Brevard County real property assessment roll.
- (b) To determine the Solid Waste Impact Fees for all improved real property, the number of billing units for the property's corresponding classification set forth in Section 1 and Section 2 of this resolution, Schedule "A", shall be multiplied by the applicable base billing unit set forth in Section 3 of this resolution, Schedule "A".
- (c) The method described in Section 4 of this resolution, Schedule "A", shall be used to determine the Solid Waste Impact Fees for (1) any commercial improved real property which commences to use the County's Solid Waste Facilities for the first time after October 1, 1998; or if, (2) there is not a commercial classification within Section 2 of this resolution, Schedule "A", that corresponds to the property's use and building size; or (3) the property has mixed commercial uses; or (4) the County determines that the commercial property has a different use than that shown in the Brevard County Property Appraiser's records; or (5) the owner of the commercial property can show that the commercial use classification which applies to the property is inequitable. Once the individual calculation of solid waste impact fees method has been used, that calculation shall control, regardless of the applicable classification which may apply under Section 2, of this resolution, Schedule "A", if any. Any parcel billed according to the individual calculation method shall be charged for all debris brought in, whether on their assessment, through landfill charges, or as a combination of, as the billing method is based on actual weight or volume.

### **Section 4. INTEREST ON DELINQUENT COMMERCIAL IMPACT FEES.**

- (a) Effective October 1, 1999, for any lien recorded for impact fees imposed upon/against improved commercial real property pursuant to this resolution, there shall accrue a simple interest rate of eighteen percent (18%) annually beginning on the date of the lien. No release of lien shall be issued until full payment is made to the County for the original impact fee amount of the lien, the accumulated interest, and the associated costs of recording the lien and the release of lien, attorney fees, and other administrative costs.
- (b) Collection of impact fees, associated interest and costs (as provided for in subsection (a) above) shall be in accordance with Chapter 94, Article IV., Division 3, Section 94-260., of the Code.



- (c) Interest shall continue to accrue on the full amount of the impact fee until the entire amount of the impact fee, accumulated interest, and costs and fees as referred to in subsection (a) above are paid.
- (d) Until fully paid and discharged, or waived by law, such lien shall remain a lien equal in rank and dignity with the lien of county Ad Valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles, and claims in, to, or against the real property involved.

**Section 5. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this Resolution.

**Section 6. EFFECTIVE DATE.** This Resolution shall take effect October 1, 2021.

RESOLVED this 3rd day of August 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONER OF  
BREVARD COUNTY, FLORIDA

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

BY: \_\_\_\_\_  
Rita Pritchett, Chair  
Brevard County Commission  
(As approved by the Board on August 3, 2021)

## SCHEDULE "A"

### SOLID WASTE IMPACT FEES

#### **Section 1. RESIDENTIAL IMPROVED REAL PROPERTY:**

- (a) Single Family Residence: Any building or structure designed or constructed for and capable of use as a residence for one family regardless of the type of structure. Such term includes a mobile home or a condominium parcel used for a mobile home or trailer or mobile home cooperative or a condominium park home that is erected on a separate parcel of property and not included within the definition of a trailer park.
- (b) Residential Condominium Unit/Cooperative Unit: Any portion of a building or structure designed or constructed for and capable of use as a residence for one family and such unit being owned or offered for sale under the condominium or cooperative concept of ownership.
- (c) Residential Townhouse Unit: Any portion of a building or structure designed or constructed for and capable of use as a residence for one family and such unit being owned or offered for sale under the townhouse concept of ownership.
- (d) Multiple Family Residence/Courts: Any building or structure or portion of any building or structure designed or constructed for and capable of use for one or more permanent residence(s) in which each unit is not individually owned.
- (e) Trailer Park: Any improved real property divided into spaces for the erection and maintenance of trailers and mobile homes.
- (f) Condominium Recreational Vehicle: Any improved real property divided into spaces in which all the spaces are intended for use as, or are offered to the public for use as, spaces for transient or temporary use by recreational vehicles.
- (g) RESIDENTIAL IMPROVED PROPERTY BILLING UNITS:

- i. *Billing Units of 0.39 Per Unit:*

*Square Footage: Not Applicable*

Condominium Recreational Vehicle, Condominium – Improved RV lot – No RV, Condominium Unit with site improvement.

- ii. *Billing Units of 0.75 Per Unit:*

*Square Footage: Not Applicable*

Cooperative Unit, Condominium Unit Multiple Family, Garden Apartments – 1 Story – 10 To 49 Units, Garden Apartments – 1 Story – 50 Units & Up, High Rise Apartments – 4 Stories & Up, Low Rise Apartments 10 – 49 units 2/3 Stories, Low Rise Apartments 50 Units & Up 2/3 Stories. Condominium Unit – Time Share Condo, Condominium Unit-Vacant Land or Building not Complete, Quadruplex, Sixplex (each unit, and each additional unit), Multiple

Living Units (5 to 9 units), Multiple Living Units (5-9 units, not attached), Manufactured Housing – Park Rentals (4 to 9 units), Manufactured Housing – Park Rentals (10 to 25 units), Manufactured Housing – Park Rentals (26 to 50 units), Manufactured Housing – Park Rentals (51 to 100 units), Manufactured Housing – Park Rentals (101 to 150 units), Manufactured Housing – Park Rentals (151 to 200 units), Manufactured Housing – Park Rentals (200 or more units), Vacant Residential Land-Multi-Family Platted, Vacant Residential Land-Multi Family Unplatted-Less than 5 Acres.

iii. *Billing Units of 1.00 Per Unit:*

*Square Footage: Not Applicable*

Single Family Residence, Manufactured Housing (single, double, or triple Wide), Condominium Manufactured Home Park, Cooperative, Townhouse, Manufactured Housing Rental Lot Improvements (with manufactured home), Residential Related Amenity on Manufactured Home Site, Manufactured Housing Rental Lot with improvements (no manufactured home), Manufactured Housing Rental Lot Without Improvements (with manufactured home), Condominium Unit – Single Family Residence and RV Cabin Homes, Condominium – Manufactured Housing Rental Lot With Improvements (with manufactured home), Cooperative – Manufactured Home – Improved, Residential Related Amenities, Cooperative Manufactured Housing Rental Lot With Improvements (with manufactured home), Cooperative – Improved (without manufactured home), Single Family - Modular, Cooperative With Site Improvements, Duplex (each unit), Half Duplex Used as Single Family Residence, Triplex (each Unit), House and Improvement Not Suitable for Occupancy, Crop Land – Soil Class I With Residence, Soil Class II With Residence, Soil Class III With Residence, Grazing Land – Soil Class I With Residence, Grazing Land – Soil Class II With Residence, Grazing Land – Soil Class III With Residence, Grazing Land – Soil Class IV With Residence, Grazing Land – Soil Class V With Residence, Grazing Land – Soil Class VI With Residence, Orchard Grove – All Grove With Residence, Orchard Grove – Part Grove & Part not Planted With Residence, Combination – Part Orchard Grove & Part Pasture Land With Residence, Mixed Tropical Fruits With Residence, Townhouse Apartments, Townhouse – Two or More Units, Two Residential Units-Not Attached), Two or More Manufactured Housing Rental Lots (with manufactured home(s)), Two or More Manufactured Housing Rental Lots (without manufactured home(s)), Three or Four Living Units – Not Attached, House and Mobile Home, Two or Three Mobile Homes-Not A Park, Vacant – Less than 5 Acres – Not Covered by Another Code – not Government Owned, Vacant Residential Land – Multi-Family Platted, Vacant Residential Land – Multi-Family Unplatted – Less than 5 Acres, Vacant Residential Land-Single Family Unplatted-Less than 5 Acres, Vacant Residential Land-Single Family Unplatted - Greater than 5 Acres Vacant

Residential Land-Single Family Platted, Vacant Mobile Home Site Platted, Vacant Mobile Home Site, Unplatted, Vacant Co-op Land, Vacant Co-op with Utilities.

## **Section 2. COMMERCIAL IMPROVED REAL PROPERTY**

### **(a) COMMERCIAL IMPROVED PROPERTY BILLING UNITS:**

- i. *Billing Units of 0.14 Per Unit:*  
*Square Footage: Not Applicable*  
Camp – Other than for Mobile Homes, Campground – Trailers, Campers, Tents.
- ii. *Billing Units of 0.18 Per Unit:*  
*Square Footage: Not Applicable*  
Full Service Hotel, Extended Stay or Suite Hotel, Limited Service Hotel, Luxury Hotel/Resort, Motor Inn, Convention Hotel/Resort.
- iii. *Billing Units of 0.27 Per Unit:*  
*Square Footage: Not Applicable*  
Labor Camps, Migrant Camps and Boarding Homes.
- iv. *Billing Units of 0.35:*  
*Square Footage: Up to 500 Square Feet*  
Condominium Office Units.
- v. *Billing Units of 0.75:*  
*Square Footage: From 501 to 1,000 Square Feet*  
Condominium Office Units.
- vi. *Billing Units of 1.00:*  
*Square Footage: Not Applicable*  
Car Wash, Children's Home, Clubs, Lodges, Union Halls, Fraternity or Sorority Home, Utility Gas Companies - Improved, Leased County/City Property-Vacant (That does not Qualify in Another Code), Nursery (Non-Agricultural), Nursery with Residence, Nursery with Building Other Than Residence, Nurseries-Vacant, Service Stations, Water & Sewer Service, Condominium Unit-Vacant Land or Building not Complete, Vacant Commercial Common Area, Vacant Commercial Land, Vacant Land – Institutional, Commercial Shell Building (Condo) Not Totally Complete-Vacant, Commercial Shell Building (Other) Not Totally Complete-Vacant, Vacant Industrial Land, Utility Gas Companies-Vacant.  
*Square Footage: Up to 1,000 Square Feet*  
Restaurants/Cafeterias, Fast Food Restaurant, Restaurant – Condominium.



*Square Footage: Up to 2,000 Square Feet*

Bars, Cocktail Lounges, Night Clubs, Financial Institution, Financial Institution - Branch Facilities.

*Square Footage: Up to 3,000 Square Feet*

Utility – Electric Companies - Improved, Utility - Telephone and Telegraph – Improved.

*Square Footage: Up to 5,000 Square Feet*

Church, Church-Owned Private Schools, Warehousing, Distribution and Trucking Terminal, Van & Storage Warehousing, Mini Warehousing, Office Building – Single Tenant – 1 Story, Office Building – Multi Tenant - 1 Story, Office Building – Multi Story – Single Tenant, School Privately Owned, Professional Building – 1 Story – 1 Tenant, Professional Building – Multi Tenant – 1 Story, Professional Building – Single Tenant - 2 or More Stories, Professional Building – Multi Tenant – 2 or More Stories, Professional/Office Complex.

*Square Footage: Up to 6,000 Square Feet*

Mortuaries.

*Square Footage: Up to 8,000 Square Feet*

Open Storage – Auto Wrecking Yards, Equipment and Material Storage, Fuel Storage, Junk Yards, New and Used Buildings Supplies.

*Square Footage: Up to 10,000 Square Feet*

Day Care Center, Electrical Repair Shops, Laundries Excluding Automotive, Radio and TV Repair Shops, Refrigeration Service Shops, Service Shops, Paint Shops, Packing Plant – Fruit and Vegetable, Meat Packing Plant.

*Square Footage: Up to 15,000 Square Feet*

Church Owned Educational Building.

*Square Footage: In Excess of 1,000 Square Feet*

Condominium Office Units.

vii. *Billing Units of 2.49:*

*Square Footage: Not Applicable*

Florists.

*Square Footage: Up to 4,000 Square Feet*

Wholesale Outlets.

*Square Footage: From 5,001 to 10,000 Square Feet*

Church, Church-Owned Private Schools, Private Schools.

*Square Footage: From 6,001 to 10,000 Square Feet*

Mortuaries.

viii. *Billing Units of 3.98:*

*Square Footage: From 1,001 to 3,000 Square Feet*

Restaurants/Cafeterias, Fast Food Restaurants, Restaurants – Condominium.

*Square Footage: From 8,000 to 12,000 Square Feet*

Auto Wrecking Yards, Equipment and Material Storage, Fuel Storage, Junk Yards, New and Used Building Supplies, Open Storage.

ix. *Billing Units of 5.32:*

*Square Footage: From 2,001 to 15,000 Square Feet*

Financial Institutions, Financial Institutions - Branch Facility.

*Square Footage: From 4,001 to 8,000 Square Feet*

Wholesale Outlets.

*Square Footage: From 5,001 to 10,000 Square Feet*

Office Building – 1 Story – Single Tenant, Office Building – 1 Story – Multi Tenant, Office Building – Multi Story – Single Tenant, Professional Building – 1 Story – 1 Tenant, Professional Building – Multi Story – Multi Tenant, Professional Building – Multi Story – Single Tenant, Professional Building – Multi Story – Multi Tenant, Professional/Office Complex.

x. *Billing Units of 6.64:*

*Square Footage: From 2,001 to 5,000 Square Feet*

Bars, Cocktail Lounges, Nightclubs.

*Square Footage: From 3,001 to 6,000 Square Feet*

Restaurants/Cafeterias, Fast Food Restaurants, Restaurant – Condominium.

*Square Footage: From 5,001 to 15,000 Square Feet*

Warehousing, Distribution Terminals, Mini Warehousing, Trucking Terminals, Van and Storage Warehousing.

xi. *Billing Units of 7.98:*

*Square Footage: From 6,001 to 9,000 Square Feet*

Cafeterias/Restaurants, Fast Food Restaurants, Condominium Restaurants.

*Square Footage: From 8,001 to 15,000 Square Feet*

Wholesale Outlets.

*Square Footage: From 10,001 to 20,000 Square Feet*

Office Building – 1 Story – Single Tenant, Office Building – 1 Story – Multi Tenant, Office Building – Multi Story – Single Tenant, Professional Building – 1 Story – 1 Tenant, Professional Building – Multi Story – Multi Tenant, Professional Building – Multi Story – Single Tenant, Professional Building – Multi Story – Multi Tenant, Professional/Office Complex.

xii. *Billing Units of 13.30:*

*Square Footage: From 10,001 to 40,000 Square Feet*

Church-Owned Private Schools, Private Schools.

xiii. *Billing Units of 15.96:*

*Square Footage: In Excess of 3,000 Square Feet*

Improved Electrical Utility Companies, Improved Telephone and Telegraph Utility Companies.

- (b) IMPROVED REAL PROPERTY SUBJECT TO AN INDIVIDUAL CALCULATION OF SOLID WASTE IMPACT FEE: The following improved real property shall pay a Solid Waste Impact Fee equivalent to the appropriate category of commercial improved real property based upon an individual determination of the annual volume of solid waste generated by the particular parcel of improved real property. The individual determination of annual volume of solid waste generated by the particular parcel of improved real property shall be calculated based upon the size and type of the container used, or recommended for use, by the particular parcel of improved real property.

i. *Square Footage: Not Applicable*

Air Port Authorities, Airports – Commercial, Airports - Private, Arenas (Enclosed), Arenas (Open Air) with Supporting Facilities, Assisted Care Living Facilities, Auditoriums (enclosed), Stadium – Not Enclosed, Bed & Breakfast, Bee Farms (Honey), Bottlers and Brewers Distilleries, Wineries, Canneries (Fruits and Vegetables), Clay Plant, Clinics, Commercial Related Amenities – May Have Building(s), Concrete/Asphalt Plant, Convenience Store, Convenience Store with Gas Pumps, Country Club with Support Facilities, Colleges, Libraries, Condominium-Store, Condominium-Warehousing, Condominium – Miscellaneous – Not Covered by other Codes, May Have Building, Convalescent Home (Nursing Home), Correctional Facility, County Agency Other Than Board of County Commissioners, County Owned Land Improved, Crematoriums, Canaveral Port Authority – Improved, Melbourne Airport Authority – Improved, Dairies with buildings other than residence, Dairies with residence, Dealership Sales/Service Center, Department Store, Dog Kennel, Theater,- Drive In, Driving Ranges, Federal Owned Land-Improved, Feed Lots - Vacant, Fire Station-Non Governmental, Fitness Center, Flea Markets, Garage/Auto Body/Auto Paint Shop, Mini-Lube Service Specialist, Golf Courses, Green Houses, Gymnasium, Home for the Aged, Horse Stable, Improvement-Not Suitable for Any Other Code may have Buildings, Improved Commercial Common Area, Insurance Company Office, Heavy Equipment Manufacturing, Heavy Industrial, Auto and Aircraft Plants, Foundries, Steel Fabricating Plants, Hospitals, Housing Authority Improved, Large Machine Shops, Leased County/City Property Improved, Light Manufacturing (Instrument Manufacturing, Light Manufacturing, Printing Plants, Small Equipment Manufacturing Plants, Small Machine Shops, Locally Assessed Railroad Property, Marinas, Mineral Processing, Mixed Use – Commercial Property, Commercial Shell Building (Condo), Municipal Owned Land Improved, Shopping Centers - Neighborhood, Office Building – Multi Story – Multi Tenant, Office – shell Building, Other Food Processing Plants,

Candy and Potato Chip Factories, Bakeries, Permanent Exhibit, Phosphate Processing Refinery, Pool Halls, Skating Rinks, Bowling Alleys, Postal Facility, Poultry Farms, College – Private, Hospital – General – Privately Owned, Produce House, School – Public – Improved Parcels, Rabbit Farms, Race Tracks/Wagering Attractions, Radio or TV Stations, Recreation Hall, Recreational Area-Governmental-Vacant, Retail Drug Stores-Not Attached, Retail – Shell Building, Retail Stores – 1 Unit, Retail Store-Multiple Units, Retail Tire Store, Retirement Home, Rock and Gravel Plants, Sawmills, Lumber Yards, Planing Mills, Regional Shopping Mall, Shopping Complex-Community/Neighborhood, Shopping Center-Neighborhood, State Owned Land Improved, Supermarket, Theater-Enclosed, Tourist Attractions, Tropical Fish Farms, Used Automobile Sales, Recreational Vehicle or Mobile Home Sales New/Used, Utility Division Properties.

- ii. *Square Footage: In Excess of 5,000 Square Feet*  
Night Clubs, Cocktail Lounges, Bars.
- iii. *Square Footage: In Excess of 9,000 Square Feet*  
Restaurant/Cafeteria, Fast Food Restaurants, Restaurant – Condominium.
- iv. *Square Footage: In Excess of 10,000 Square Feet*  
Churches, Day Care Center, Meat Packing Plant, Mortuary, Service Shop, Radio & T.V. Repair, Refrigeration Service, Paint Shop, Electric, Repair, Laundries Excluding Automotive, Packing Plant-Fruit and Vegetable.
- v. *Square Footage: In Excess of 12,000 Square Feet*  
Open Storage - New/Used Building Supplies, Junk/Auto Wrecking Yards, Fuel Storage, Equipment and Material Storage.
- vi. *Square Footage: In Excess of 15,000 Square Feet*  
Church Owned Education Building, Warehousing, Distribution Terminals, Financial Institution, Financial Institution – Branch Facility, Mini Warehousing, Trucking Terminals, Van and Storage Warehousing, Wholesale Outlet.
- vii. *Square Footage: In Excess of 20,000 Square Feet*  
Office Building - 1 Story - Single Tenant, Office Building - Multi Tenant - 1 Story, Office Building - Multi Story - Single Tenant, Professional Building - 1 Story – 1 Tenant, Professional Building - Multi Story - Multi Tenant, Professional Building - Single Tenant - (2 or More Stories), Professional Building - Multi Tenant - (2 or More Stories), Professional/Office Complex.



viii. *Square Footage: In Excess of 40,000 Square Feet*  
School-Private, School-Private Church Owned.

**Section 3. APPLICABLE BASE RATE.** Pursuant to the provisions of Chapter 94, Article IV., Division 3., of the Code, as amended, the following Schedule of Solid Waste Impact Fees is hereby adopted.

- (a) The base for residential improved real property is equivalent to \$160.00 per billing unit.
- (b) The base for commercial improved real property is equivalent to \$467.20 per billing unit.

**Section 4. INDIVIDUAL VOLUME CATEGORY.** Pursuant to the provisions of Chapter 94, Article IV. Division 3. of the Code, as amended, the following commercial individual volume category schedule of solid waste impact fees is hereby adopted.

- (a) A Solid Waste Impact Fee equivalent to the appropriate category of commercial improved real property based on an individual determination of the estimated annual volume of solid waste generated by the particular parcel of improved real property. The number of billing units for each parcel of improved real property in this category shall be calculated by multiplying the individual determination of the estimated annual volume generated based upon \$4.06 per cubic yard for non-compacted containers, \$15.30 per cubic yard for compacted containers.
- (b) The minimum Solid Waste Impact Fee for commercial improved real property in this category shall be one (1) billing unit multiplied by the commercial base rate set forth in Section 3 of this resolution, Schedule "A".
- (c) When a new land use classification code is established by the Property Appraiser, the Solid Waste Director will assign a category which best describes the expected solid waste generation.
- (d) When there is a group of commercial condominium improvements, and the owners of record have requested the service charges be shared, the assessment will be prorated in accordance with the square footage of each unit within the complex based on the individual volume category.

RESOLUTION NO. 21-\_\_\_\_\_

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS RATIFYING,  
CONFIRMING AND CERTIFYING THE ANNUAL DISPOSAL SPECIAL  
ASSESSMENT ROLL FOR THE COUNTY FISCAL YEAR BEGINNING  
OCTOBER 1, 2021 AND FORWARDING THE SAME TO THE TAX  
COLLECTOR'S OFFICE FOR COLLECTION IN THE SAME MANNER AS AD  
VALOREM TAXES ARE COLLECTED

WHEREAS, Chapter 94, Article IV., Division 2., Code of Ordinances of Brevard County, Florida, provides that on or before the fifteenth day of September of each year the Board of County Commissioners of Brevard County, Florida, shall certify the Disposal Assessment Roll to the Brevard County Tax Collector; and

WHEREAS, an Annual Disposal Special Assessment Roll has been prepared, a summary of which is attached to and made a part of this Resolution by this reference, and labeled Exhibit "A"; and

WHEREAS, the Board has reviewed the Annual Disposal Special Assessment Roll to be sent to the Tax Collector; and

WHEREAS, the Board is satisfied that the Annual Disposal Special Assessment Roll has been prepared in conformity with the Schedule of Annual Disposal Special Assessments adopted by the Board on August 3, 2021; and

WHEREAS, a copy of such Annual Disposal Special Assessment Roll will be sent to the Brevard County Tax Collector for collection in the same manner as ad valorem taxes are collected.

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

1. The Board of County Commissioners of Brevard County, Florida, hereby ratifies, confirms and certifies that the Annual Disposal Special Assessment roll for County fiscal year beginning October 1, 2021, is in conformity with the Schedule of Annual Disposal Special Assessments adopted by the Board on August 3, 2021.

2. The Board of County Commissioners of Brevard County, Florida, hereby certifies, ratifies and confirms such Annual Disposal Assessment Roll as sent to the Tax Collector. The Tax Collector shall collect such special assessments in the same manner as ad valorem taxes are collected.

3. A certified copy of this resolution shall be delivered to the Tax Collector of Brevard County, Florida.

4. This resolution shall take effect immediately upon adoption.

RESOLVED this 3rd day of August 2021.

ATTEST:

COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD

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

BY: \_\_\_\_\_  
Rita Pritchett, Chair  
Brevard County Commission  
(Approved by the Board on August 3, 2021)

RESOLUTION NO. 21-\_\_\_\_\_

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS RATIFYING,  
CONFIRMING AND CERTIFYING THE ANNUAL COLLECTION AND  
RECYCLING PROGRAM SPECIAL ASSESSMENT ROLL FOR THE COUNTY  
FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND FORWARDING THE  
SAME TO THE TAX COLLECTOR'S OFFICE FOR COLLECTION IN THE SAME  
MANNER AS AD VALOREM TAXES ARE COLLECTED

WHEREAS, Chapter 94, Article IV., Division 2., Code of Ordinances of Brevard County, Florida, provides that on or before the fifteenth day of September of each year the Board of County Commissioners of Brevard County, Florida, shall certify the Collection and Recycling Special Assessment Roll to the Brevard County Tax Collector; and

WHEREAS, an Annual Collection and Recycling Program Special Assessment Roll has been prepared, a summary of which is attached to and made a part of this Resolution by this reference, and labeled Exhibit "A"; and

WHEREAS, the Board has reviewed the Annual Collection and Recycling Program Special Assessment Roll to be sent to the Tax Collector; and

WHEREAS, the Board is satisfied that the Annual Collection and Recycling Program Special Assessment Roll has been prepared in conformity with the Schedule of Annual Collection and Recycling Program Special Assessments adopted by the Board on ; and

WHEREAS, a copy of such Annual Collection and Recycling Program Special Assessment Roll will be sent to the Brevard County Tax Collector for collection in the same manner as ad valorem taxes are collected.

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

1. The Board of County Commissioners of Brevard County, Florida, hereby ratifies, confirms and certifies that the Annual Collection and Recycling Program Special Assessment Roll for County fiscal year beginning October 1, 2021, is in conformity with the Schedule of Annual Collection and Recycling Program Special Assessments adopted by the Board on August 3, 2021.

2. The Board of County Commissioners of Brevard County, Florida, hereby certifies, ratifies and confirms such Annual Collection and Recycling Program Assessment Roll as sent to the Tax Collector. The Tax Collector shall collect such special assessments in the same manner as ad valorem taxes are collected.



3. A certified copy of this resolution shall be delivered to the Tax Collector of Brevard County, Florida.

4. This resolution shall take effect immediately upon adoption.

DONE AND ADOPTED in Regular Session this 3rd day August 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

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

\_\_\_\_\_  
Rita Prichett, Chair  
Brevard County Commission  
(As approved by the Board on August 3, 2021)



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

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H.2.

8/3/2021

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### **Subject:**

Public Interest Determination Re: US192 Roadway and Entrance Improvements for additional Board-approved construction on the US192 property.

### **Fiscal Impact:**

The fiscal impact is \$844,780.35 as detailed in the Road & Bridge Cost Quote.

### **Dept/Office:**

Solid Waste Management Department

### **Requested Action:**

It is requested that the Board of County Commissioners determine that the US192 roadway improvements and entranceway improvements, that are necessary for further construction on the US192 Solid Waste Management Facility property, are in the public interest and have an over-riding public benefit in order to allow Brevard County Road & Bridge perform the work.

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

On May 18, 2021 the Board authorized the Solid Waste Management Department to notify Deseret Ranch of upcoming construction and to initiate construction of the US192 Facility, excluding construction of the scale-house and the landfill cell. The August 2020 Financial Assurance report to FDEP stated that, based on aerial topography and historical waste disposal rates, the Sarno Road Class III Landfill would reach full capacity in January 2023. Using aerial topography flown in April 2021, combined with revised and updated rates of waste disposal, it has been estimated that the Sarno Landfill will now reach full capacity by October 2022.

Improvements to US192 and the facility entrance, along with installation of a fence to separate the north and south properties, are both necessary to be completed prior to any additional site construction. Currently, improvements to US192 and the solid waste facility entranceway are being scheduled to begin in August 2021. A fencing contractor is being procured and installation of the fence to separate the southern Phase I portion of the property from the northern portion is scheduled to begin in October 2021 with an anticipated completion in December 2021. Deseret Ranch was notified of upcoming construction activities on May 19, 2021, giving them more than the 120 days required to vacate the property as was stipulated in the 2017 Settlement Agreement. Completion of these two construction activities will allow for any additional Board-approved construction projects to occur on the property starting in 2022.

Due to the revised estimated date of the Sarno Landfill reaching full capacity, the Solid Waste Management Department is, in an effort to extend the life of the Sarno Landfill, diverting some Class III material from the Sarno Landfill to the Central Disposal Facility (CDF) instead. In order to minimize these costs, Solid Waste and its consultants are pursuing every reasonable effort to shorten the time frame needed to initiate the construction activities that were approved by the Board on May 18<sup>th</sup>. To that end, the Solid Waste Department is requesting that the Board find that the US192 roadway improvement project is in the public interest and has an over-riding public benefit so that the road construction can be performed by Brevard County Road & Bridge. Florida Statute 255.20(1)(c)9 states the Board may make this determination at a public hearing if public notice has been given at least 21 days prior to the meeting. Notice of the meeting was published in Florida Today on July 13, 2021. An engineer's estimate of cost has been provided by the consultant and a cost quote for construction services has been provided by Brevard County Public Works Road & Bridge Construction. The use of Road & Bridge will not require an increase in the number of Brevard County employees or an increase in capital expenditures for public facilities, equipment, or other public assets.

The use of Road & Bridge for this project has two advantages:

1) The project will be constructed in a shorter timeframe by avoiding the formal procurement process, which will eliminate about four months for preparation of bid documents, technical specifications, and construction plans, advertisement, contractor selection, and contract execution;

2) The project is expected to be less costly than utilizing the formal procurement process and bidding the work to private contractors. The formal procurement process would not only include the project construction costs as bid by a for-profit contractor, but also the engineering consultant costs to develop the plans and technical specifications for bidding. Road & Bridge estimates the project cost at \$844,780.35. The engineer's estimate of costs is \$910,736.78 for construction with an additional \$42,900.00 in technical specification, construction plan, and bid document preparation for a total project cost of \$953,636.78.

#### Permits Obtained by Brevard County

FDEP Solid Waste Construction Permit

FDEP Solid Waste Operation Permit

FDEP Environmental Resource Permit

Army Corps of Engineers Environmental Resource Permit

Federal Aviation Administration Permits

#### Permits Applied for and Pending Approval

Florida Department of Transportation Driveway Improvement Permit (July 2021)

Florida Department of Transportation Drainage Connection Exemption (July 2021)

#### Applications Forthcoming

Brevard County Site Plan Approval (August 2021)

FDEP NPDES Permit (not necessary for construction, just operation of constructed facility)

#### Attachments:

- Roadway Improvement Plans

- Road & Bridge Cost Quote
- Engineer's Estimate of Costs
- Florida Statute 255.20(1)(c)9

**Clerk to the Board Instructions:**



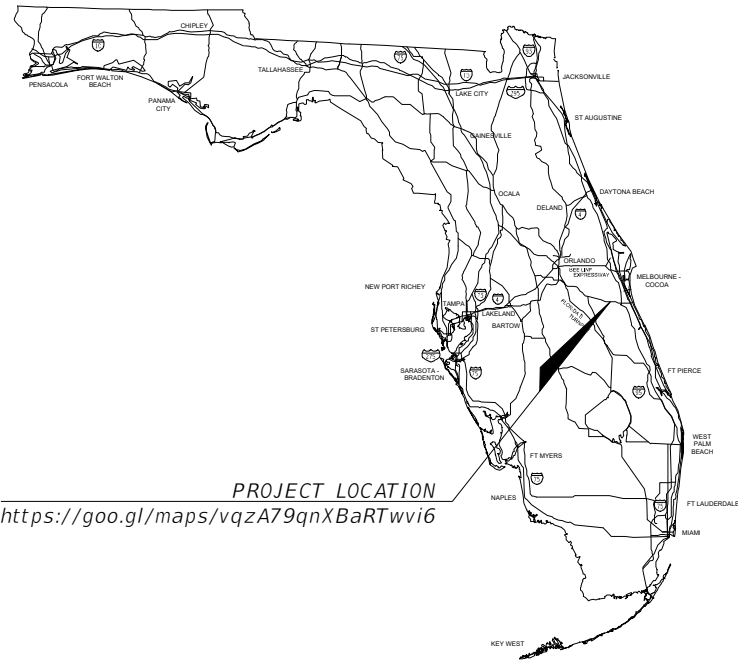
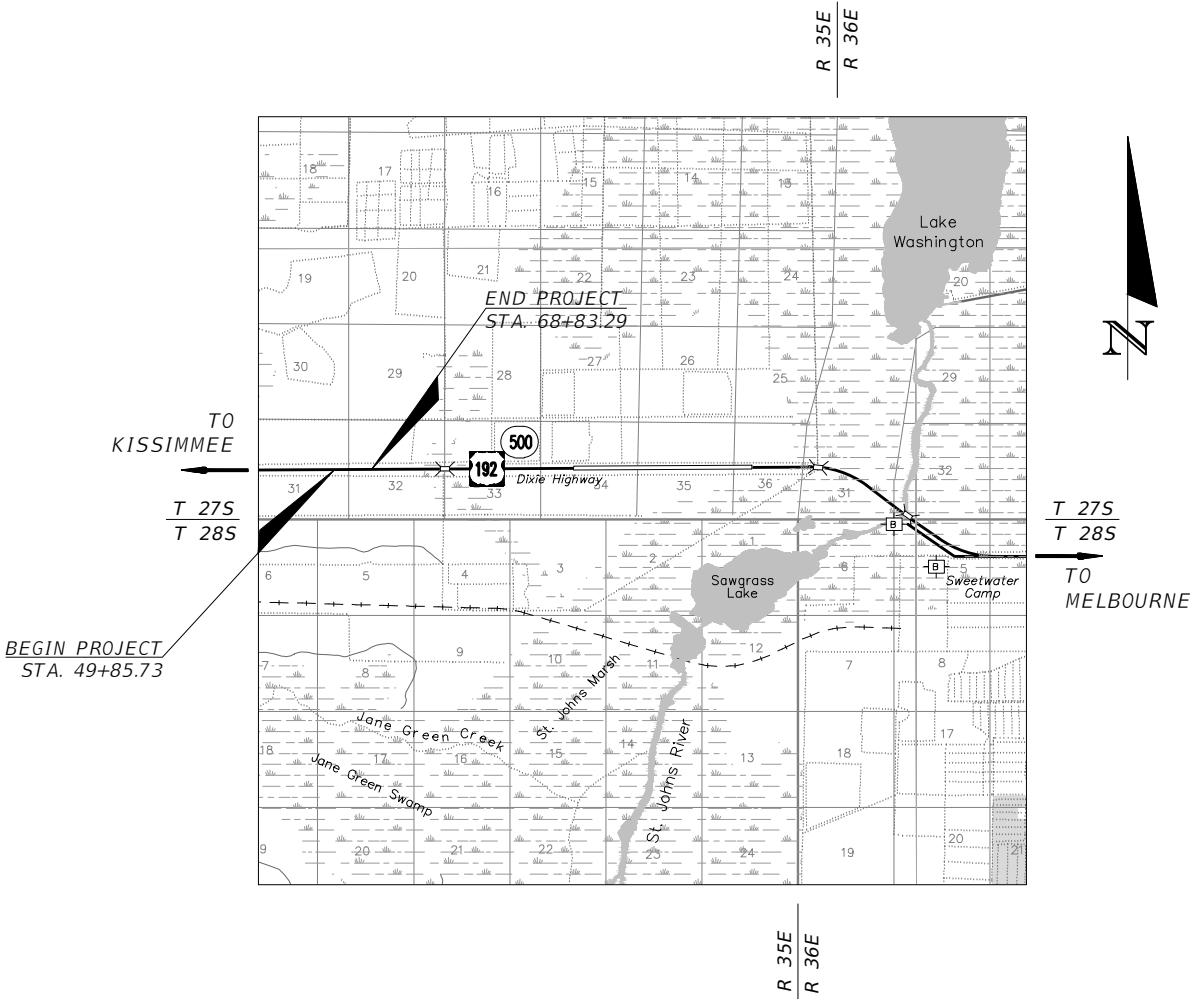
BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

CONTRACT PLANS

DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY  
SOLID WASTE MANAGEMENT FACILITY  
STATE ROAD NO. 500 (US 192)

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
01	KEY SHEET
02	SIGNATURE SHEET
03	DRAINAGE MAP
04 - 05	TYPICAL SECTION
06	STRUCTURAL ASPHALT DETAILS
07	GENERAL NOTES
08 - 11	ROADWAY PLAN
12 - 15	DRAINAGE STRUCTURES
16 - 22	CROSS SECTIONS
23	STORMWATER POLLUTION PREVENTION PLAN
24 - 27	SIGNING AND PAVEMENT MARKING PLAN
28	GUIDE SIGN WORKSHEET
29	VEGETATION CLEARING NOTES
30 - 32	VEGETATION CLEARING PLAN



ROADWAY PLANS  
ENGINEER OF RECORD:

MIKAL REED HALE, P.E.  
P.E. No.: 58048  
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.  
80 SPRING VISTA DRIVE  
DeBARY, FL 32713

GOVERNING STANDARD PLANS:  
Florida Department of Transportation, FY2021-22 Standard plans for  
Road and Bridge Construction and applicable Interim Revisions (Irs).

Standard Plans for Road Construction and associated Irs are availalbe  
at the following website:  
<http://www.fdot.gov/design/Standardplans.shtm>

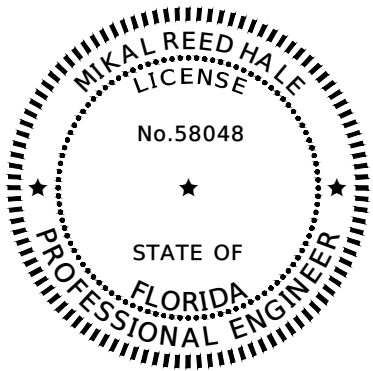
APPLICABLE IRs: 711-001

GOVERNING STANDARD SPECIFICATIONS:  
Florida Department of Transportation, July, 2021 Standard  
Specifications for Road and Bridge Construction at the following  
website:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

SHEET  
NO.

01



THIS ITEM HAS BEEN DIGITALLY SIGNED  
AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE  
NOT CONSIDERED SIGNED AND SEALED.  
THE SIGNATURE MUST BE VERIFIED ON  
ANY ELECTRONIC DOCUMENTS.

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.  
80 SPRING VISTA DR  
DEBARY, FL 32713  
MIKAL R. HALE, P.E. NO. 58048

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE  
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
01	KEY SHEET
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29	VEGETATION CLEARING NOTES
30 - 32	VEGETATION CLEARING PLAN

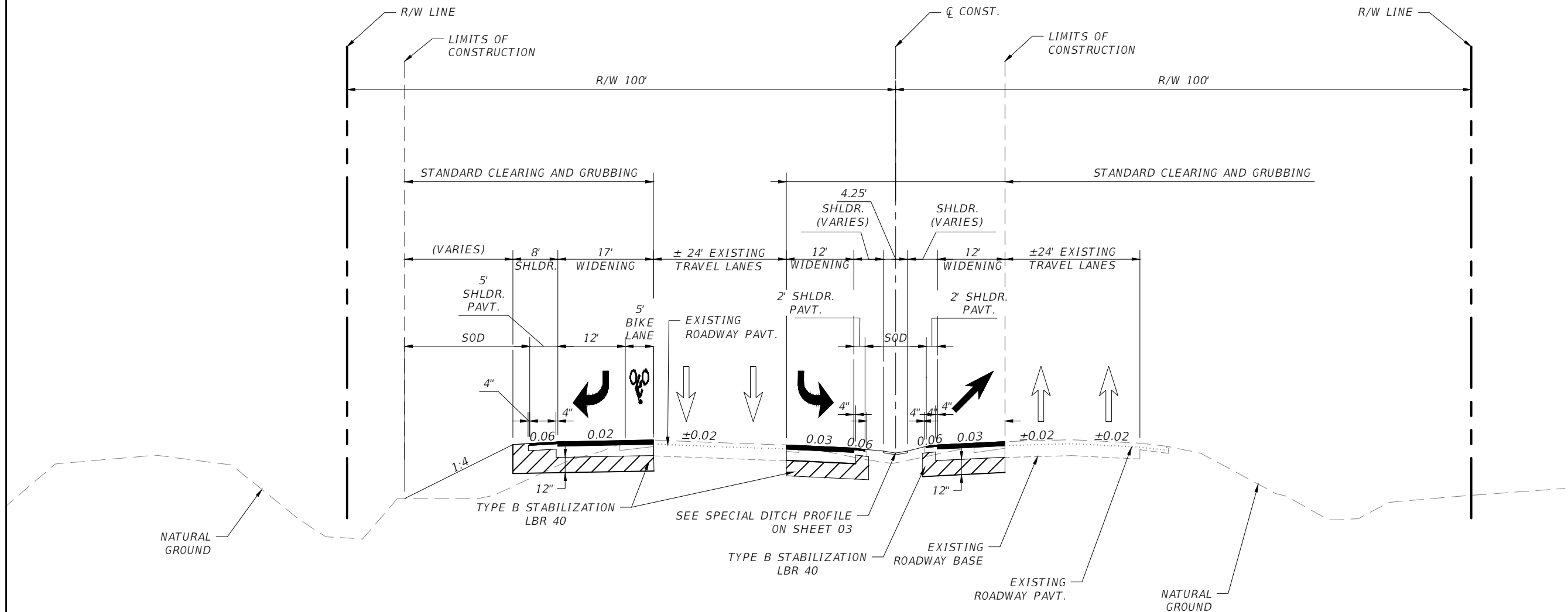
R E V I S I O N S				<div></div> <div>MIKAL REED HALE, P.E. #58048</div> <div>TRAFFIC ENGINEERING DATA SOLUTIONS, INC.</div> <div>Phone 386.753.0558 80 Spring Vista Drive</div> <div>Fax 386.753.0778 DeBary, FL 32713</div>	DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY			SIGNATURE SHEET	SHEET NO.	
DATE	DESCRIPTION		DATE		DESCRIPTION		ROAD NO.		COUNTY	PROJECT ID
----	----						SR 500		BREVARD	11072 - WO #1
									02	





R E V I S I O N S				<div> MIKAL REED HALE, P.E. #58048 TRAFFIC ENGINEERING DATA SOLUTIONS, INC. Phone 386.753.0558      80 Spring Vista Drive Fax 386.753.0778      DeBary, FL 32713</div>	DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY			<div>DRAINAGE MAP</div>	SHEET NO.		
DATE	DESCRIPTION		DATE		DESCRIPTION		SR 500		BREVARD	11072 - W0 #1	03
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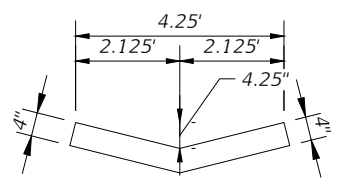




TYPICAL SECTION 1  
SR 500 (US 192)  
STA. 49+85.73 TO STA. 57+80.66

TRAFFIC DATA

CURRENT YEAR = 2019 AADT = 7700  
ESTIMATED OPENING YEAR = 2021 AADT = 7850  
ESTIMATED DESIGN YEAR = 2031 AADT = 8600  
K = 9.5 % D = 54.7% T = 16.4% (24 HOUR)  
DESIGN HOUR T = 8.2%  
DESIGN SPEED = 70 MPH



MODIFIED CONCRETE DITCH  
PAVEMENT FOR SWALED MEDIAN  
REFER TO FDOT INDEX No. 524-001

WIDENING

OPTIONAL BASE GROUP 12 WITH  
TYPE SP-12.5 STRUCTURAL COURSE\* (TRAFFIC D) (4")  
AND FRICTION COURSE\*\* FC-5 (3/4")

SHOULDER PAVEMENT

OPTIONAL BASE GROUP 3 WITH  
TYPE SP-12.5 STRUCTURAL COURSE\* (TRAFFIC D) (1 1/2")  
AND FRICTION COURSE\*\* FC-5 (3/4")

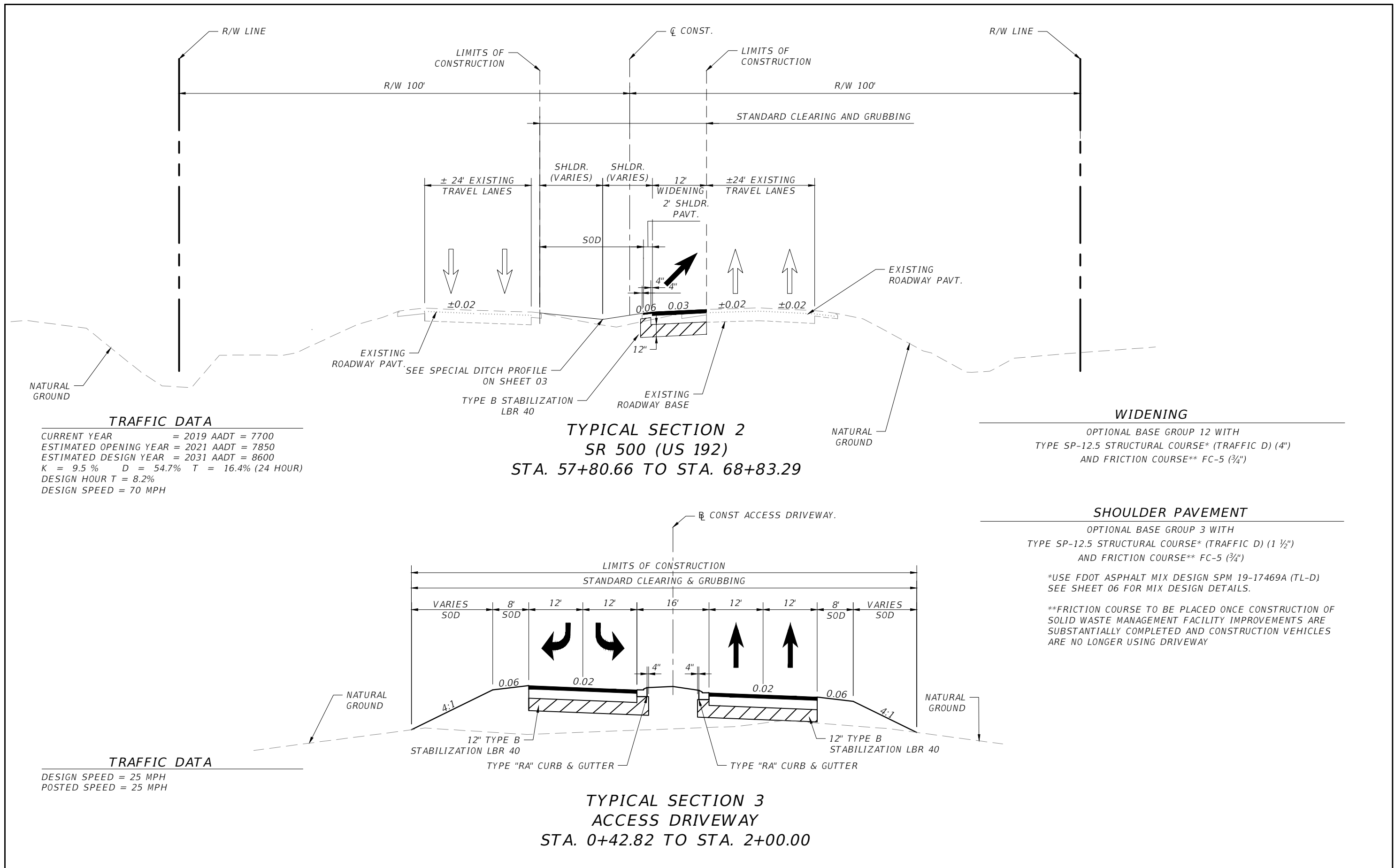
\*USE FDOT ASPHALT MIX DESIGN SPM 19-17469A (TL-D)  
SEE SHEET 06 FOR MIX DESIGN DETAILS.

\*\*FRICTION COURSE TO BE PLACED ONCE CONSTRUCTION OF  
SOLID WASTE MANAGEMENT FACILITY IMPROVEMENTS ARE  
SUBSTANTIALLY COMPLETED AND CONSTRUCTION VEHICLES  
ARE NO LONGER USING DRIVEWAY


REVISIONS				 MIKAL REED HALE, P.E. #58048 TRAFFIC ENGINEERING DATA SOLUTIONS, INC. Phone 386.753.0558 80 Spring Vista Drive Fax 386.753.0778 DeBary, FL 32713	DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY			TYPICAL SECTION	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		05
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Mike Thompson

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Z:\2017 Projects\11072 (Brevard County Solid Waste Cont PE 52113W0 #01 - Brevard County Landfill - US 192 Roadway Improvements\CAD\PLANS\4 TYPICAL SECTION.dwg

Dev334REF  
Reinforcing Fiber in Asphalt

SUPERPAVE ASPHALT CONCRETE – REINFORCING FIBERS IN ASPHALT.  
(02-14-19)

ARTICLE 334-2 is expanded by the following new Subarticle:

**334-2.5 Reinforcing Fibers:** When specified in the Contract Documents, provide reinforcing fibers conforming to the requirements below. Design the asphalt mixture without the fibers. Do not alter the final mix design for the addition of fibers at the asphalt plant.  
Add the fibers at a rate of 1 pound per ton of total mix. Introduce the fibers into the asphalt drum with a fiber delivery system meeting the requirements of the fiber manufacturer. Furnish with the mix design submittal certified test data for the fibers to be used on the project.

- The physical properties of the reinforcing fibers shall be as follows:
1. Materials in a blend of polyolefin and para-aramid or aramid.
  2. Length: 3/4 inch
  3. Form:
    - a. Polyolefin: Serrated
    - b. Aramid: Monofilament
  4. Specific Gravity:
    - a. Polyolefin: 0.91
    - b. Aramid: 1.44
  5. Tensile Strength:
    - a. Aramid: ≥ 400,000 psi
  6. Melt Temperature:
    - a. Polyolefin: ≥ 270°F
    - b. Aramid: ≥ 800°F
  7. Acid/Alkali Resistance: Inert

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ASPHALT MIX DESIGN - SPM 19-17469A (TL-D)

Owning Company V. A. Paving, Inc.  
Type Mix SP-12.5 Intended Use Of Mix Structural  
Design Traffic Level D Gyrations @ Ndes 100

Product	Description	Name	Production Facility	Plant/Mine	Terminal
334-CRUSHED	Crushed RAP Stockpile	1-13	V. A. Paving, Inc.	A0739	
C45	S1A Stone		Vulcan Materials Company	GA178	
C52	S1B Stone		Vulcan Materials Company	GA178	
F21	Screenings	Screenings	Vulcan Materials Company	GA178	
Sand	Sand				

PERCENTAGE BY WEIGHT TOTAL AGGREGATE PASSING SIEVES

Blend		20%	20%	28%	17%	15%			JOB MIX	CONTROL	PRIMARY
Product		334-CRUSHED RAP	C45	C52	F21	Sand			FORMULA	POINTS	CONTROL SIEVE
SIEVE SIZE	3/4" 19.0mm	100	100	100	100	100			100	100 -	
	1/2" 12.5mm	99	53	100	100	100			90	90 - 100	
	3/8" 9.5mm	96	24	100	100	100			84	- 89	
	No. 4 4.75mm	81	4	38	100	100			60		
	No. 8 2.36mm	67	2	5	70	100			42	40 - 58	39
	No. 16 1.18mm	58	2	3	44	100			35	29 -	
	No. 30 600µm	51	2	2	29	98			31	22 -	
	No. 50 300µm	36	1	1	17	60			20	16 -	
	No. 100 150µm	17	1	1	8	12			7		
	No. 200 75µm	7.8	0.3	0.3	4.0	0.5			3.5	2 - 10	
	G <sub>sb</sub>	2.579	2.708	2.705	2.713	2.635			2.670		

The mix properties of the Job Mix Formula have been conditionally verified, pending successful final verification during production at the assigned plant, the mix design is approved subject to F.D.O.T. specifications. JMFM reflects aggregate changes expected during production.

Total Binder Content	<u>5.0</u> %	Gmb @ Ndes	<u>2.381</u>
Ignition Oven Corr. Factor	<u>-0.09</u>	Gmm	<u>2.480</u>
( + To Be Added)/(- To Be Subtracted)			
Gmm Corr. Factor	<u>-0.002</u>	Va	<u>4.0</u>
Mixing Temp.	<u>320</u> °F	VMA	<u>15.3</u>
(Plant)			
Compaction Temp.	<u>320</u> °F	VFA	<u>74</u>
(Roadway)			
Spread Rate @ 1"	<u>107</u> lb/yd <sup>2</sup>	P-200/Pbe	<u>0.7</u>
Binder from Recycled Materials	<u>1.10</u> %	Additives	
PG 76-22 (PMA) to be added	<u>3.90</u> %		

Anti-strip to be added. See APL for dosage rate. Sand source: V.A. Paving, Inc.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
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MIKAL REED HALE, P.E. #58048  
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.  
Phone 386.753.0558 80 Spring Vista Drive  
Fax 386.753.0778 DeBary, FL 32713

DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY		
ROAD NO.	COUNTY	PROJECT ID
SR 500	BREVARD	11072 - W0 #1

STRUCTURAL ASPHALT  
DETAILS

SHEET NO.  
06


Mike Thompson 5/27/2021 12:28:59 PM Z:\2017 Projects\11072 (Brevard County Solid Waste Cont PE\_52LI)\W0 #01 - Brevard County Landfill - US 192 Roadway Improvements\CAD\PLAN\5 GENERAL NOTES.dwg

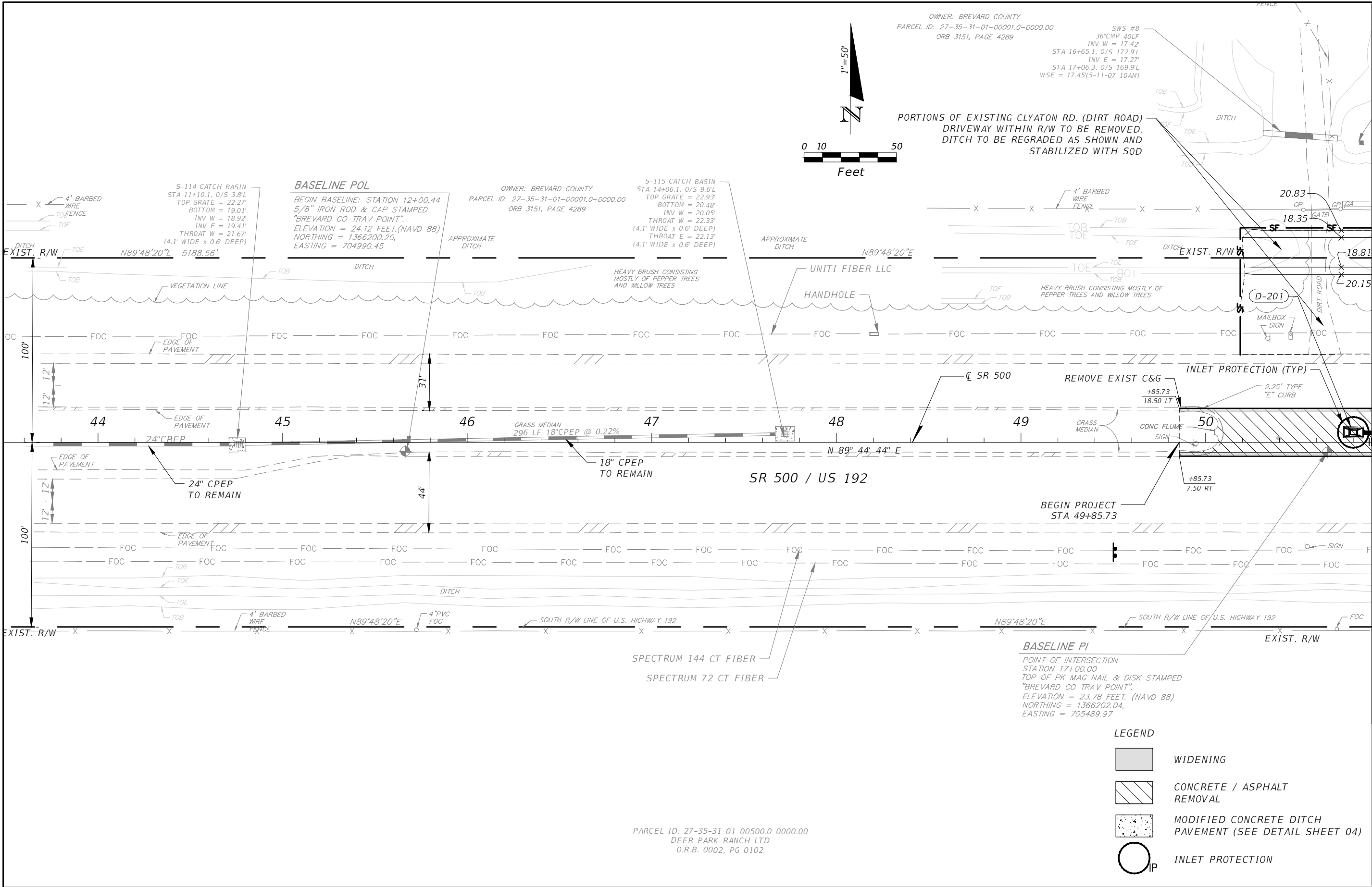
### GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:  
SUSAN G. JACKSON  
P.S.M. No.: 4637  
BREVARD COUNTY PUBLIC WORKS  
SURVEYING & MAPPING DIVISION  
2725 JUDGE FRAN JAMIESON WAY  
BUILDING A, SUITE A220  
VIERA, FL 32940
3. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE Vv, Vh and Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS / ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
4. UTILITY / AGENCY OWNERS:
- | COMPANIES                              | CONTACTS      | TELEPHONE NUMBERS |
|--|---------------|-------------------|
| ZAYO GROUP/<br>FORMERLY LIGHTWAVE, LLC | DEAN PATE     | (407) 605-6125    |
| FLORIDA POWER & LIGHT                  | SUE WILLIAMS  | (321) 726-4847    |
| AT&T/ DISTRIBUTION                     | LUKE FOLKERTS | (407) 496-6041    |
| UNITI FIBER LLC                        | BOB MENSCHING | (904) 718-8152    |
| CHARTER COMMUNICATION                  | PAUL RYMER    | (321) 757-6503    |
5. SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE:
- BIKE WEEK  
SPRING BREAK  
BIKETOBERFEST  
ROCKET LAUNCHES  
AIR SHOWS  
DAYTONA SPEED WEEKS

TEMPORARY TRAFFIC CONTROL NOTES

1. THE EXISTING POSTED SPEED IS TO BE MAINTAINED ON THE ROADWAY DURING CONSTRUCTION. ALL SPEED LIMIT SIGNS ARE TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
2. LANE CLOSURES MAY ONLY OCCUR WHEN ACTIVE WORK IS BEING PERFORMED ON THE ROADWAY. ALL LANE CLOSURES SHALL BE APPROVED BY THE ENGINEER. ALL LANE CLOSURES MUST BE REPORTED TO THE LANE CLOSURE INFORMATION SYSTEM (LCIS) 14 DAYS PRIOR TO ANY CLOSURE. LCIS IS ACCESSIBLE AT: [HTTPS://LCIS.DOT.STATE.FL.US/](https://lcis.dot.state.fl.us/)
3. MAINTENANCE OF VEHICULAR TRAFFIC SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS 102 SERIES, SPECIFIC ATTENTION IS DIRECTED TO FDOT STANDARD PLANS NUMBER 102-600, 102-601, 102-602 AND 102-613

<div style="text-align: center;">  </div>				<div style="text-align: center;"> <b>DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY</b> </div>			<div style="font-size: 2em; font-weight: bold;">GENERAL NOTES</div>	<div style="font-size: 1.5em; font-weight: bold;">07</div>
<div style="text-align: center;"> <b>MIKAL REED HALE, P.E. #58048</b>              TRAFFIC ENGINEERING DATA SOLUTIONS, INC.              Phone 386.753.0558      80 Spring Vista Drive              Fax 386.753.0778      DeBary, FL 32713           </div>				<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">ROAD NO.</div> <div style="width: 30%;">COUNTY</div> <div style="width: 30%;">PROJECT ID</div> </div>				
				<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">SR 500</div> <div style="width: 30%;">BREVARD</div> <div style="width: 30%;">11072 - WO #1</div> </div>				



MATCHLINE STA - 50+90

REVISIONS				<div>MIKAL REED HALE, P.E. #58048 TRAFFIC ENGINEERING DATA SOLUTIONS, INC. Phone 386.753.0558 80 Spring Vista Drive Fax 386.753.0778 DeBary, FL 32713</div>	DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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**TEDS**  
MIKAL REED HALE, P.E. #58048  
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.  
Phone 386.753.0558 80 Spring Vista Drive  
Fax 386.753.0778 DeBary, FL 32713

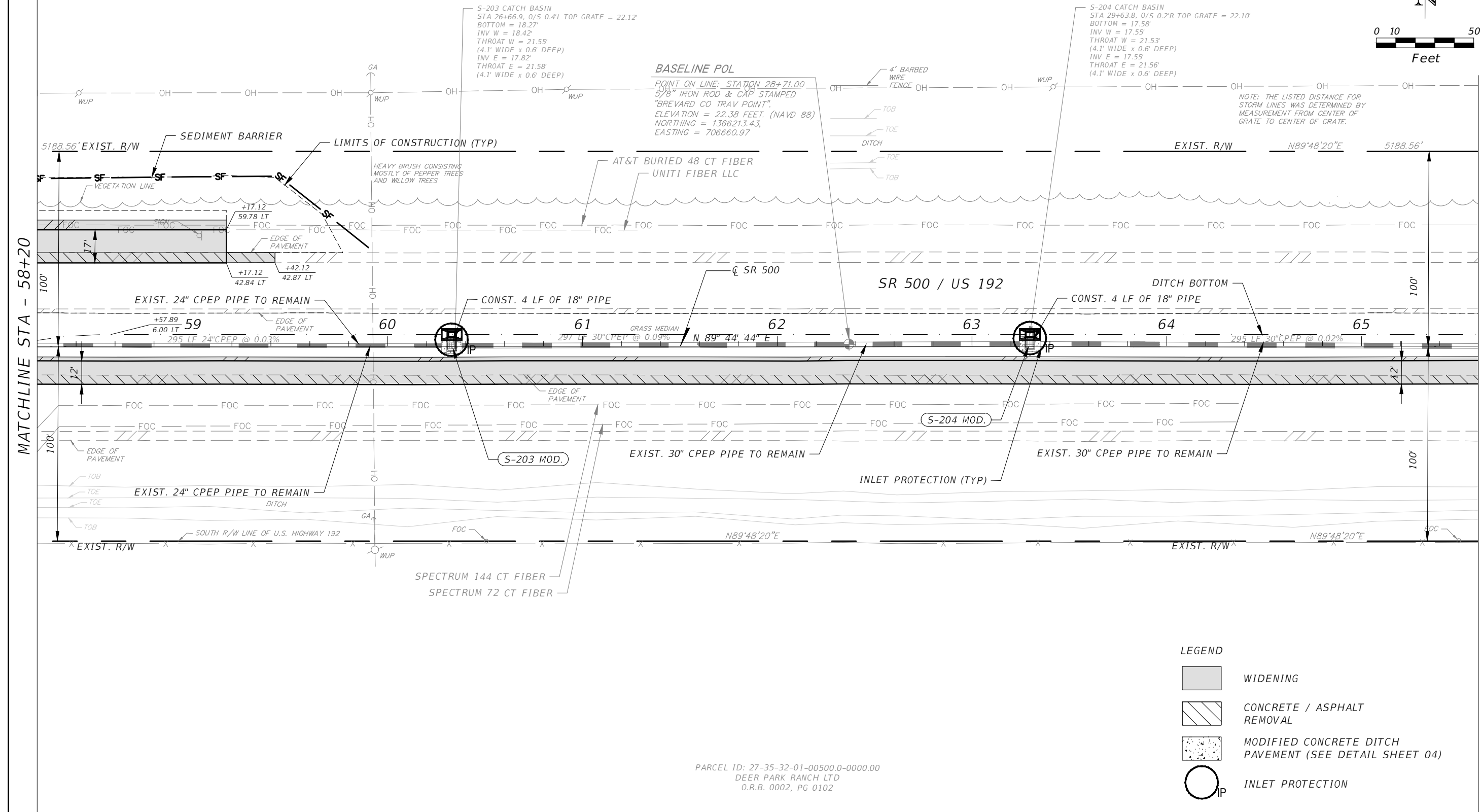
## ROADWAY PLAN

09

MATCHLINE STA - 58+20

MATCHLINE STA - 65+60

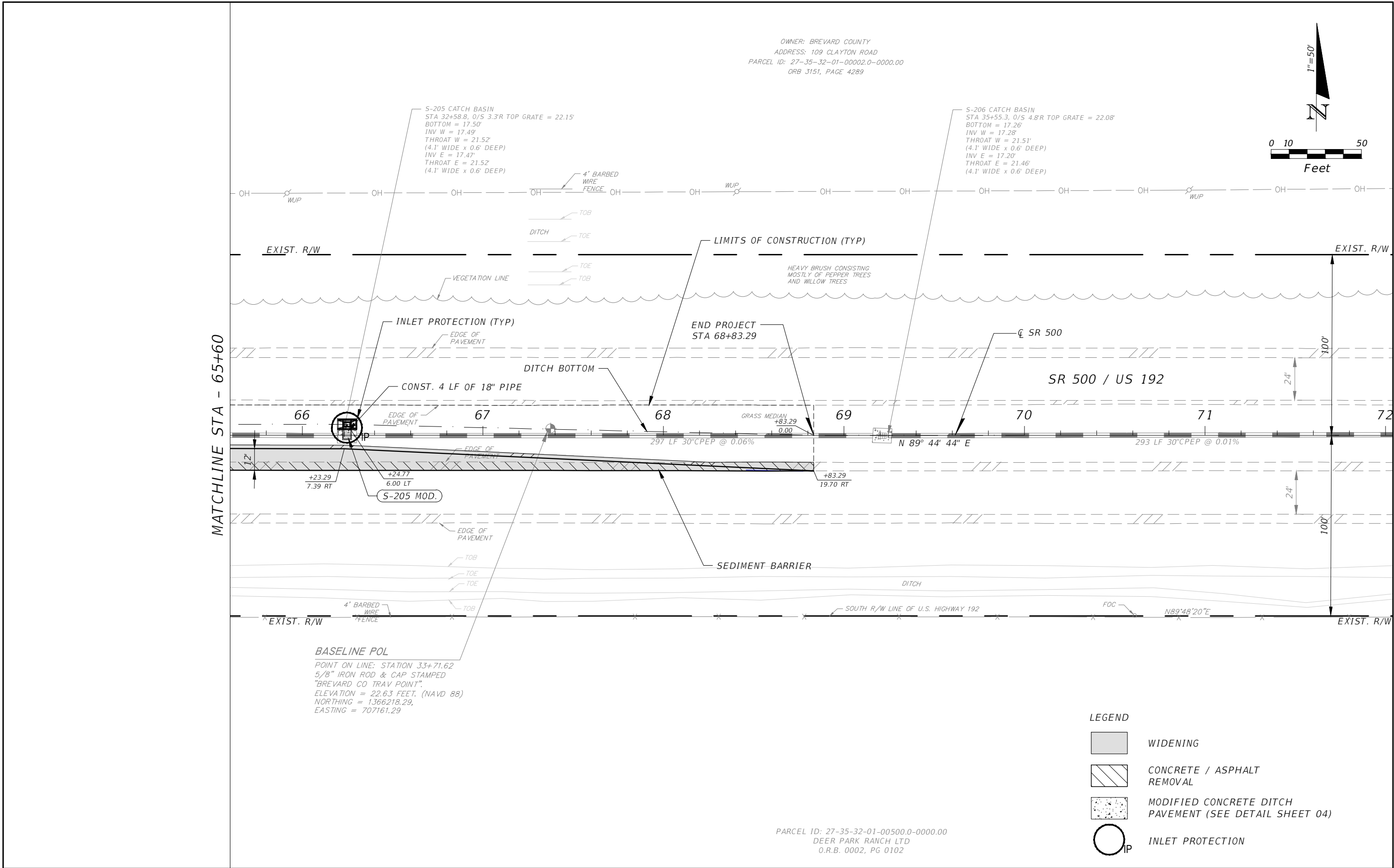
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		10
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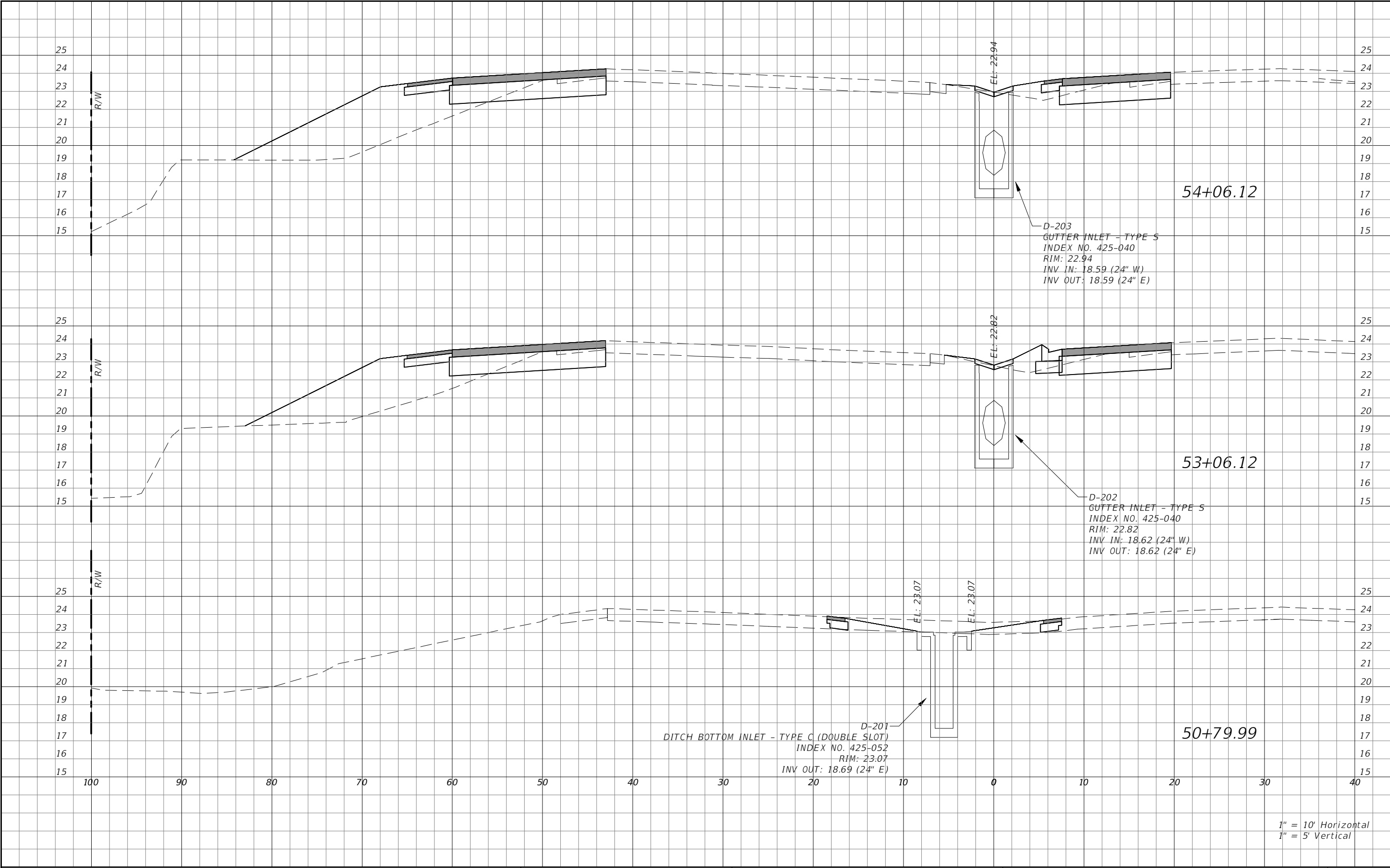
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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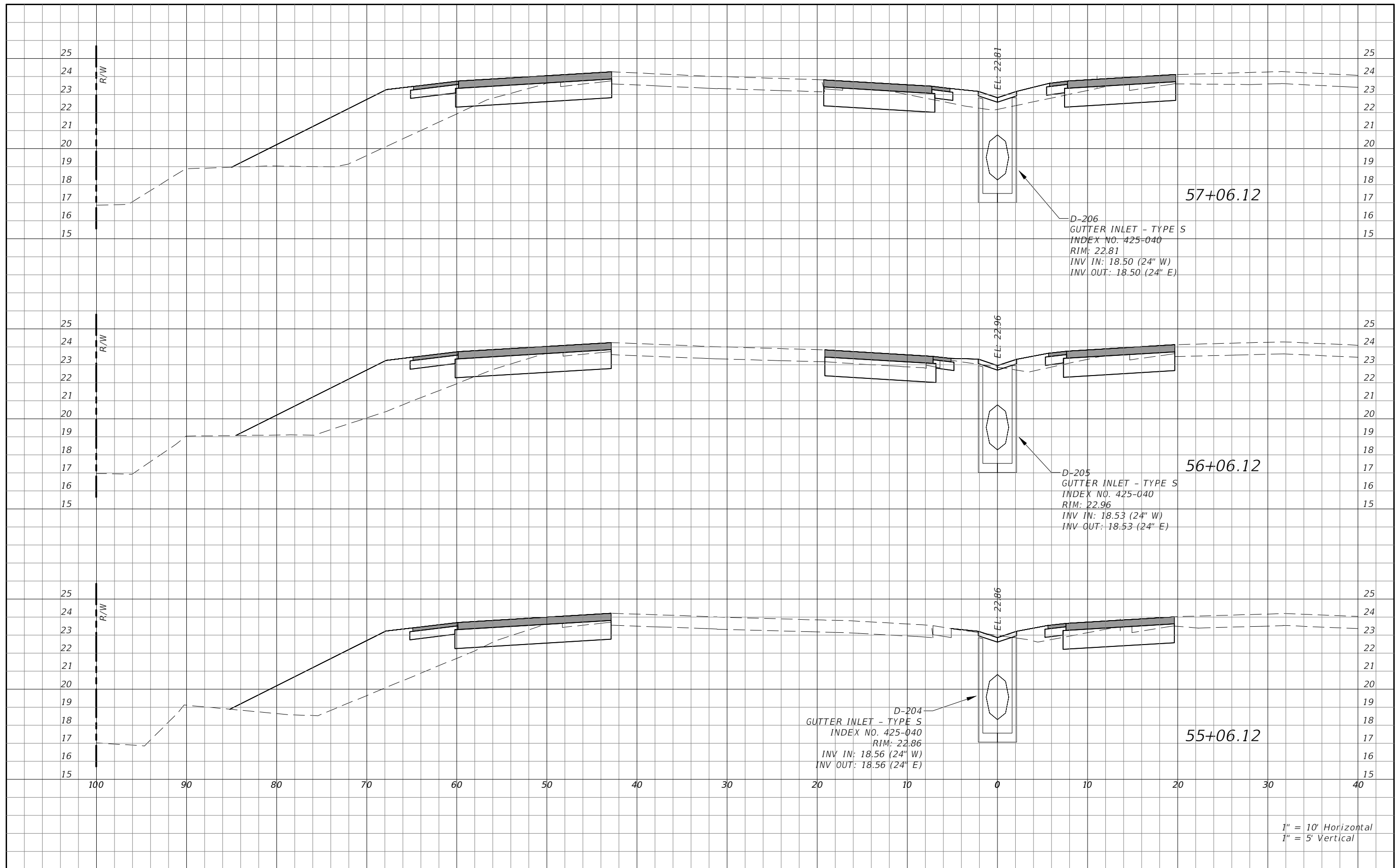
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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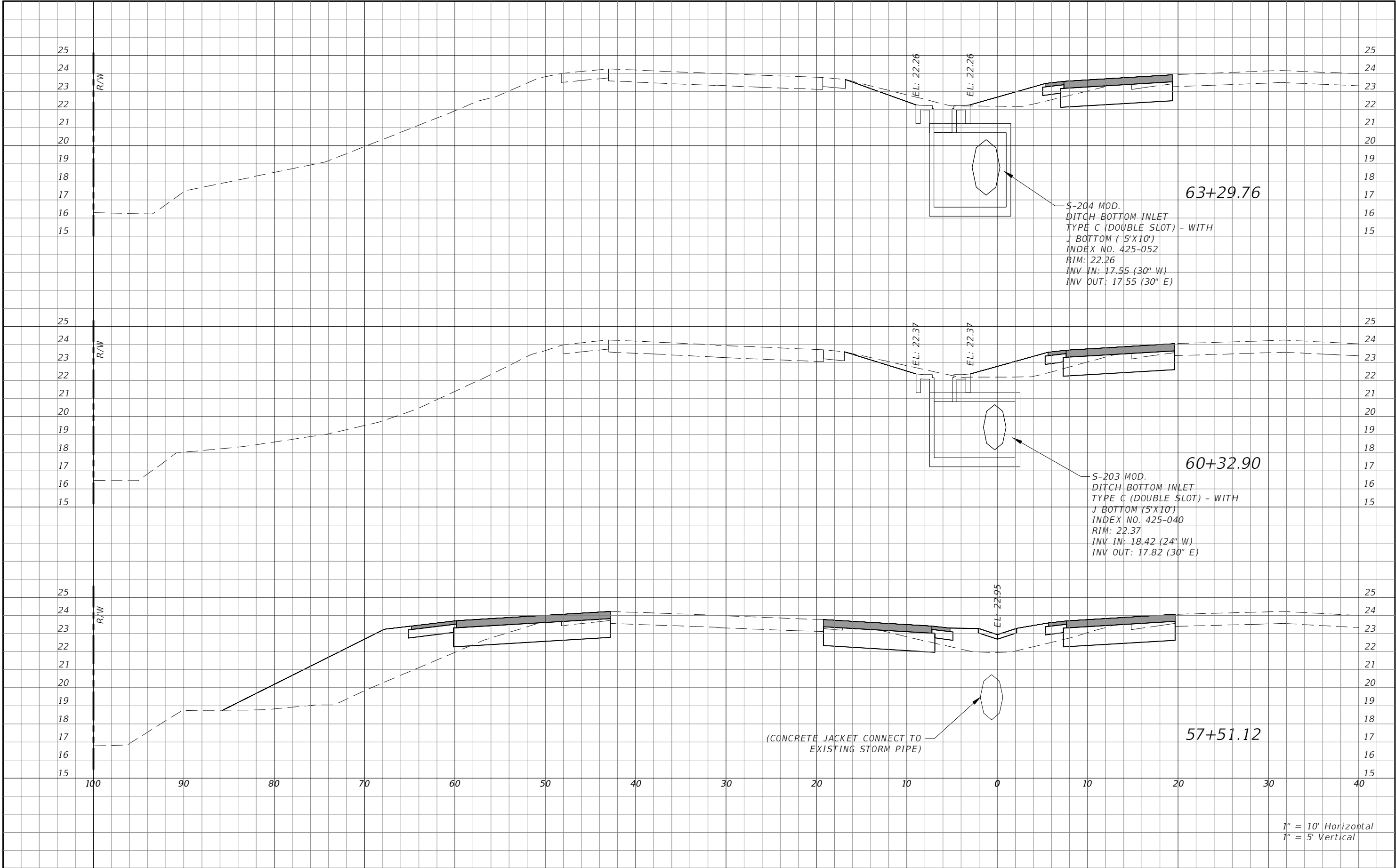
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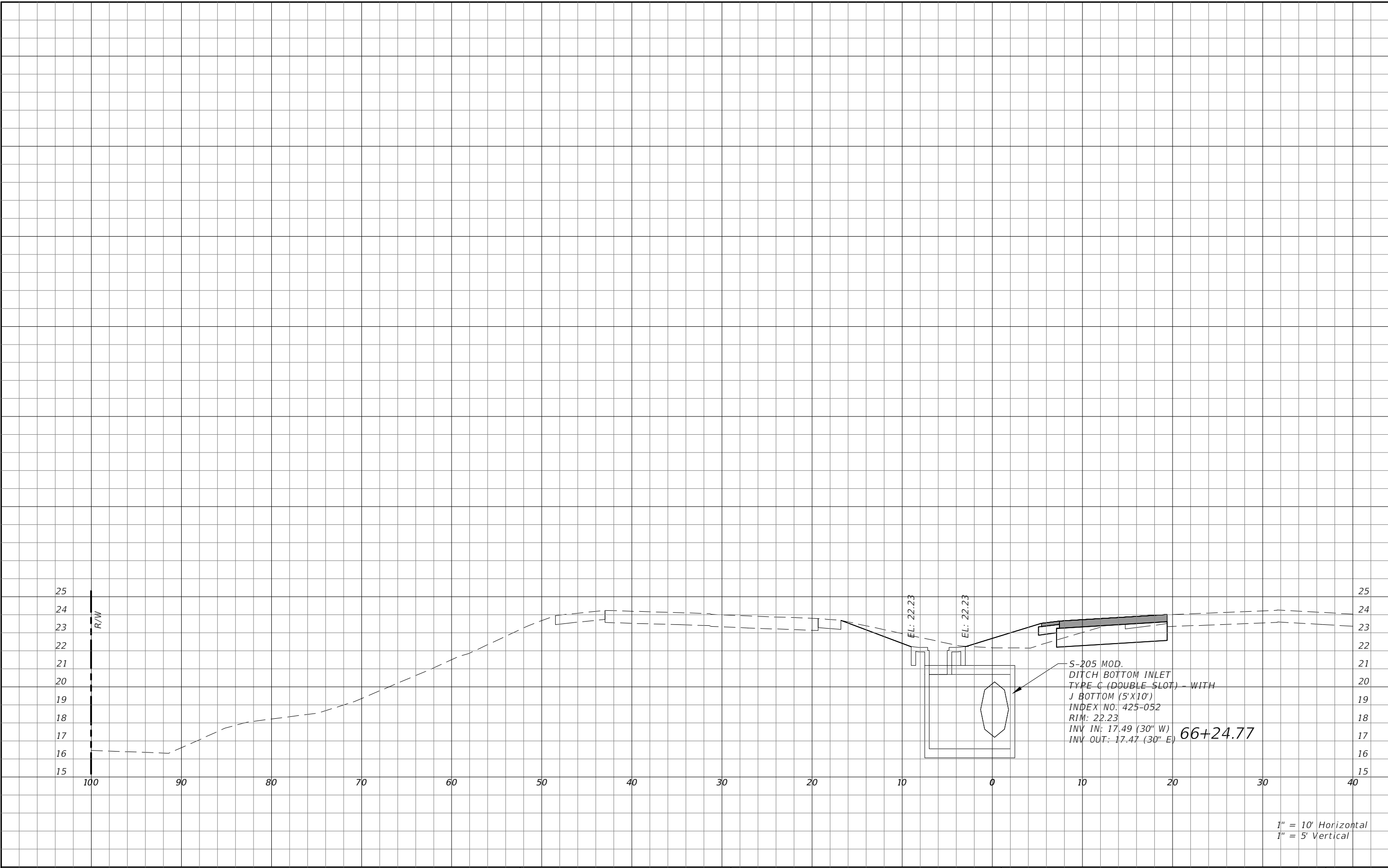


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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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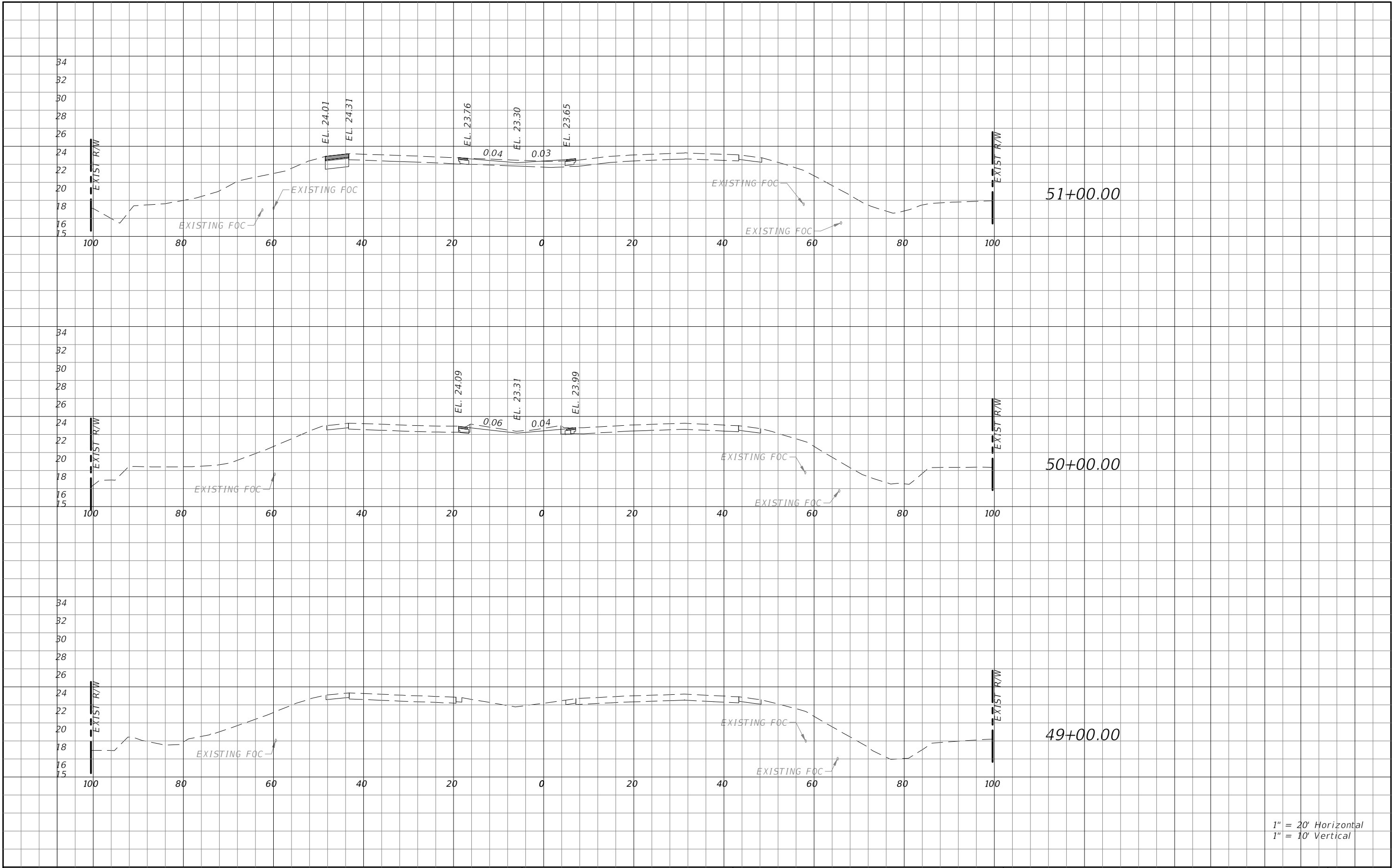


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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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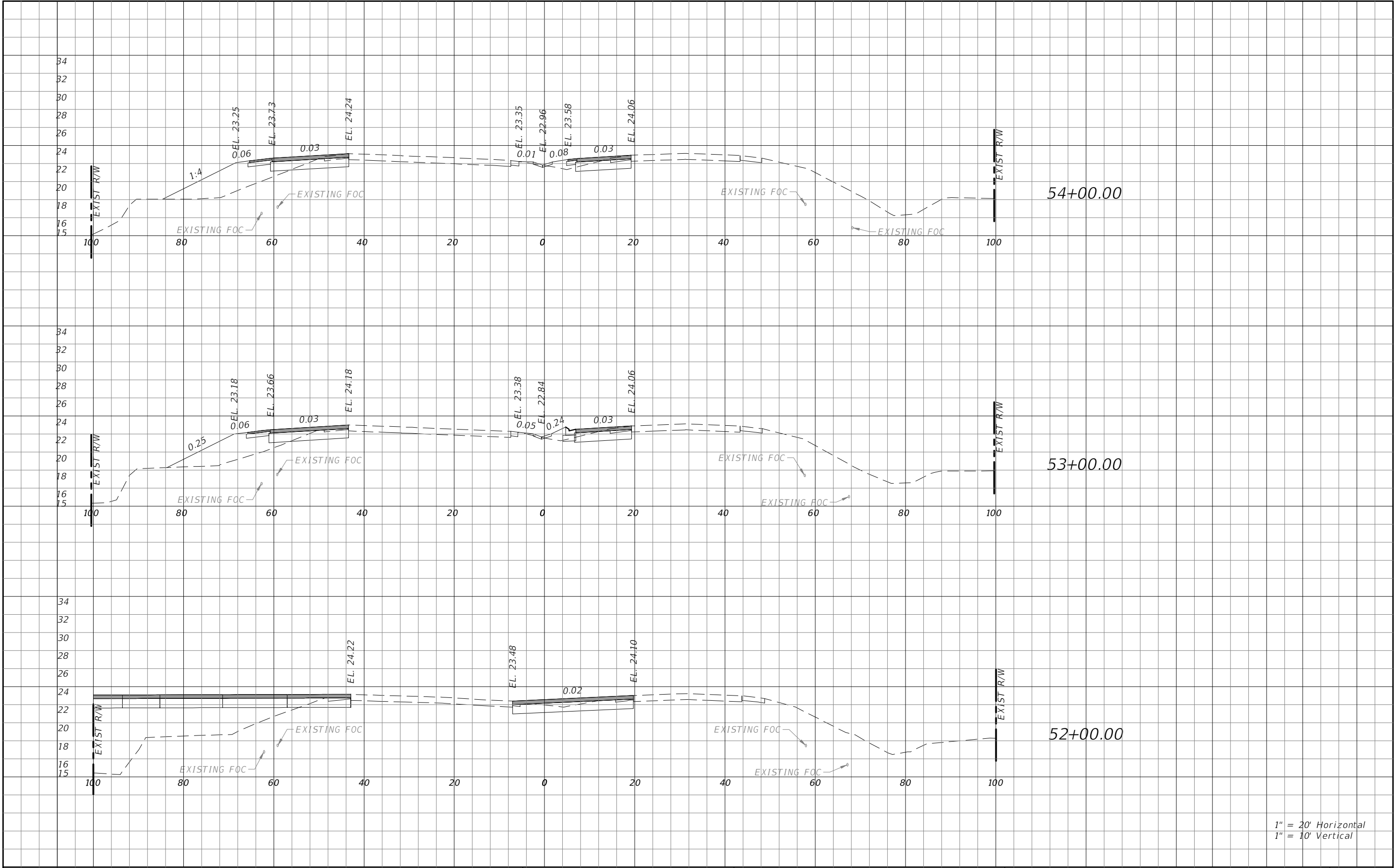
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1" = 10' Vertical

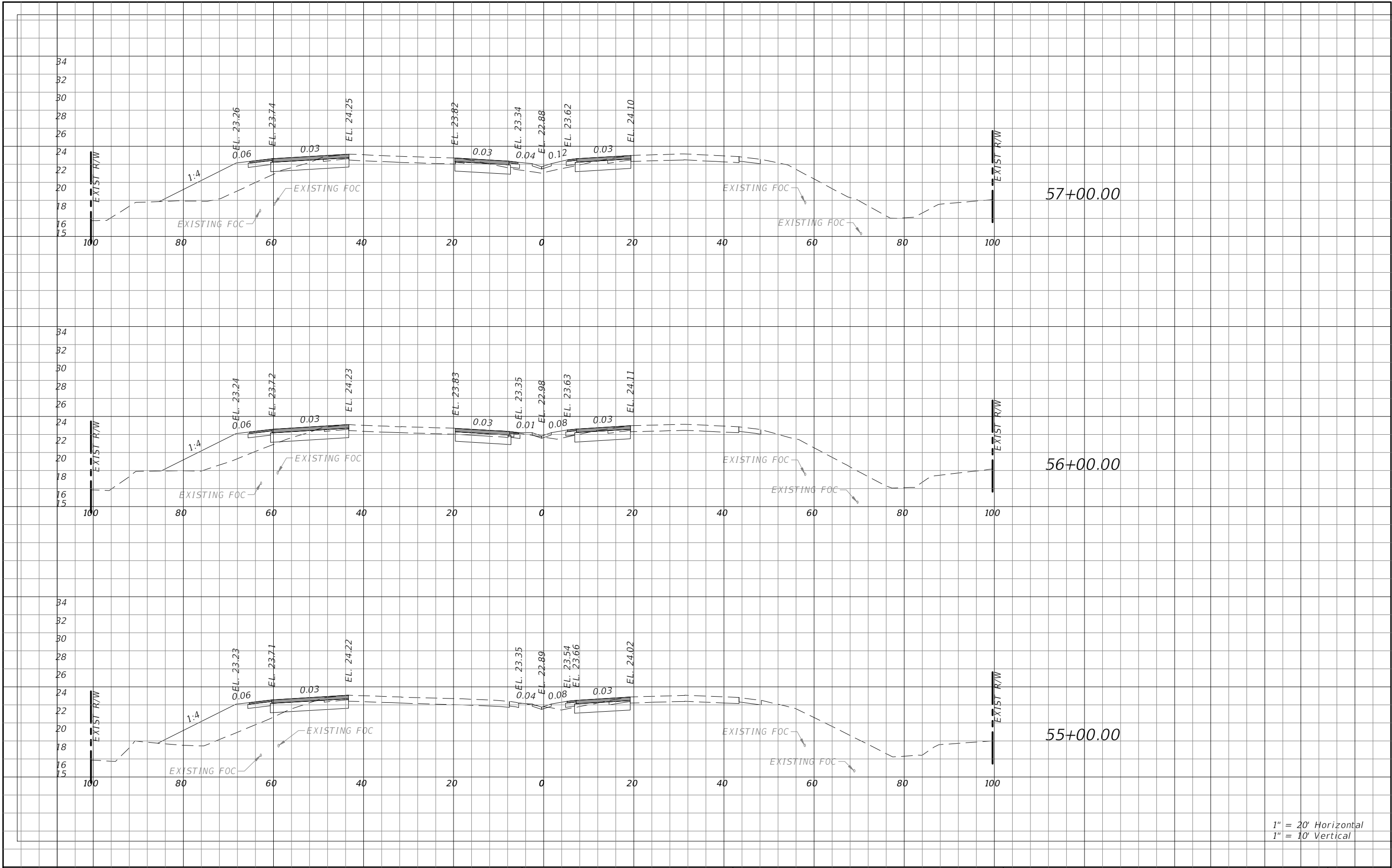
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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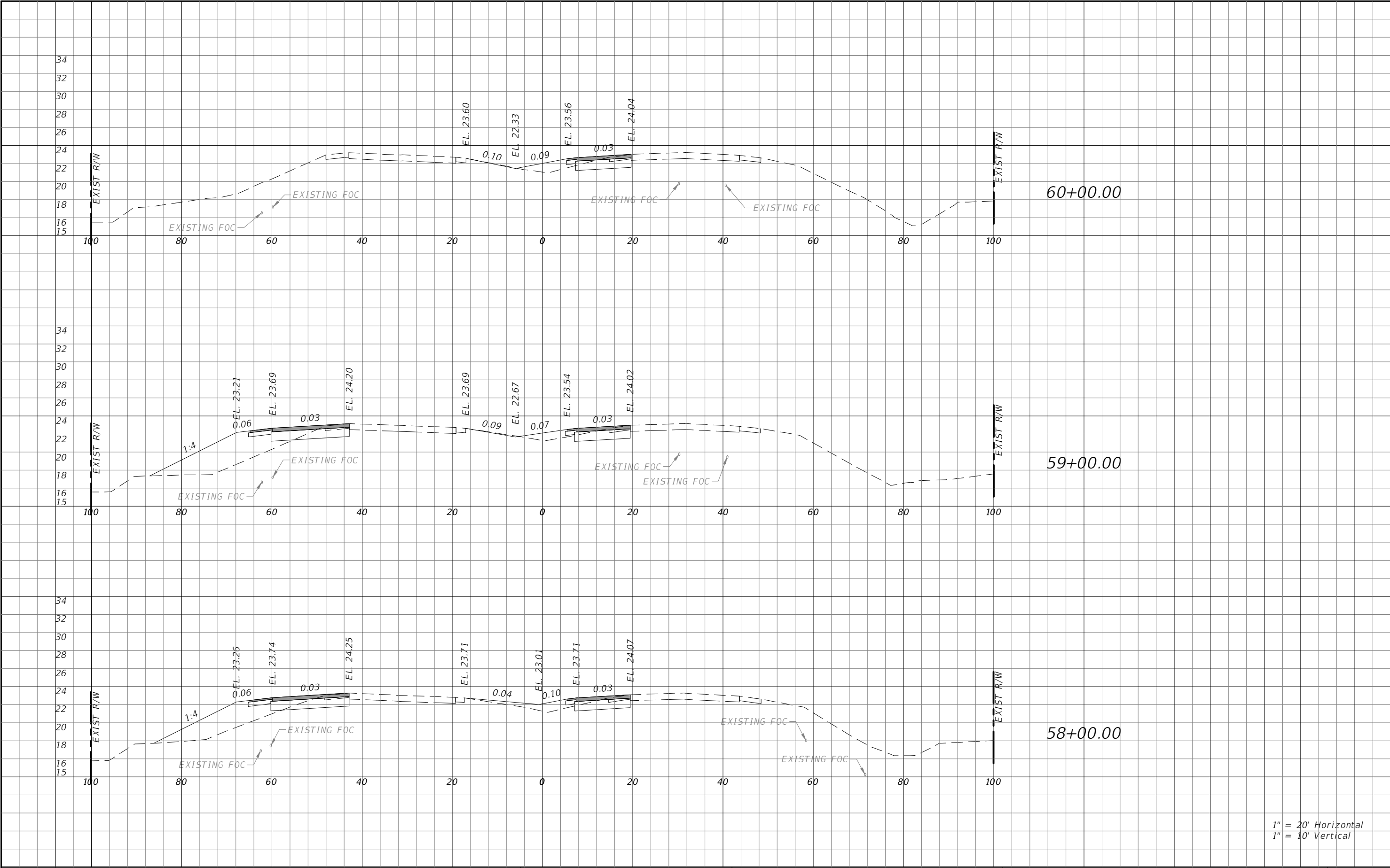
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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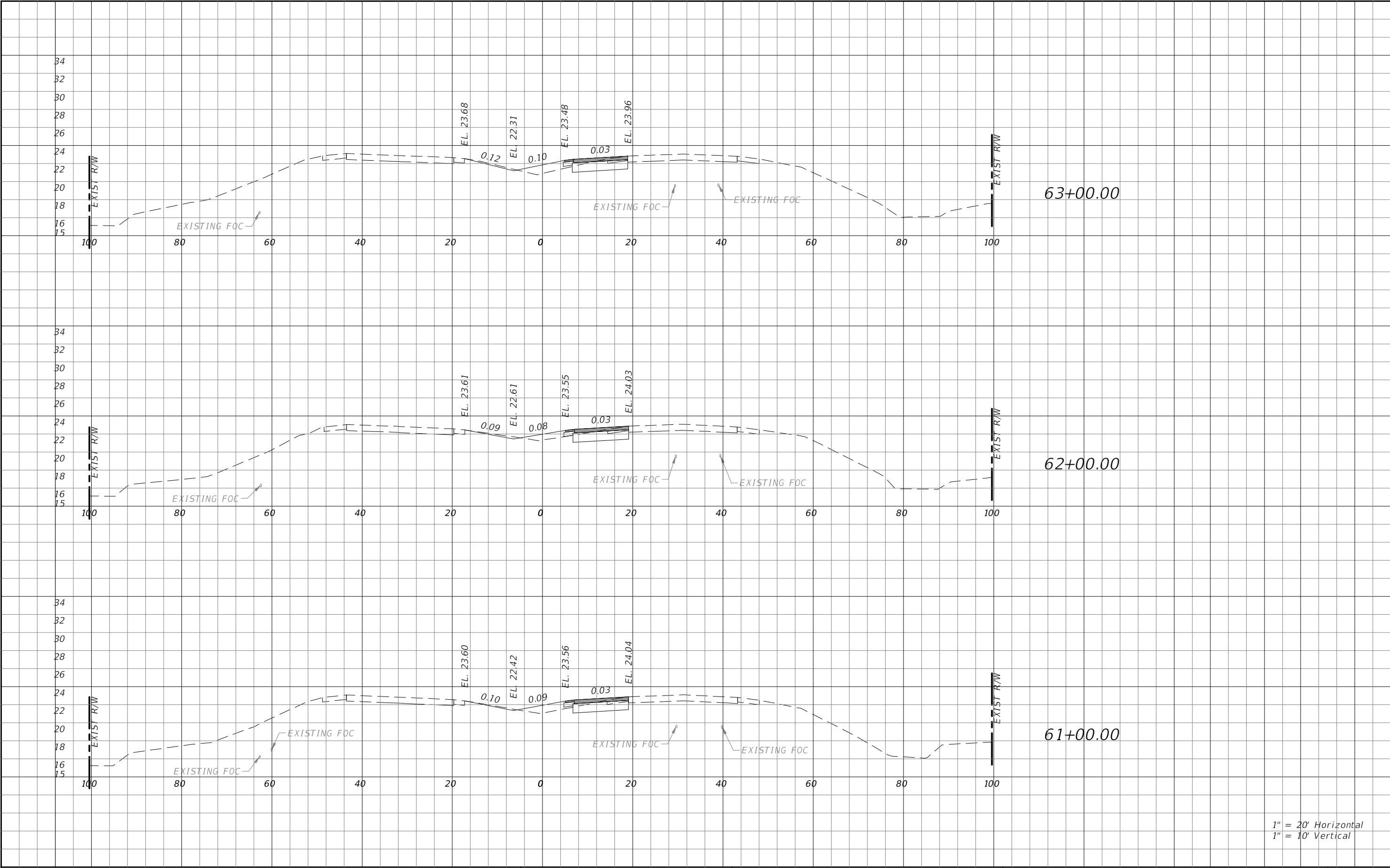


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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		18
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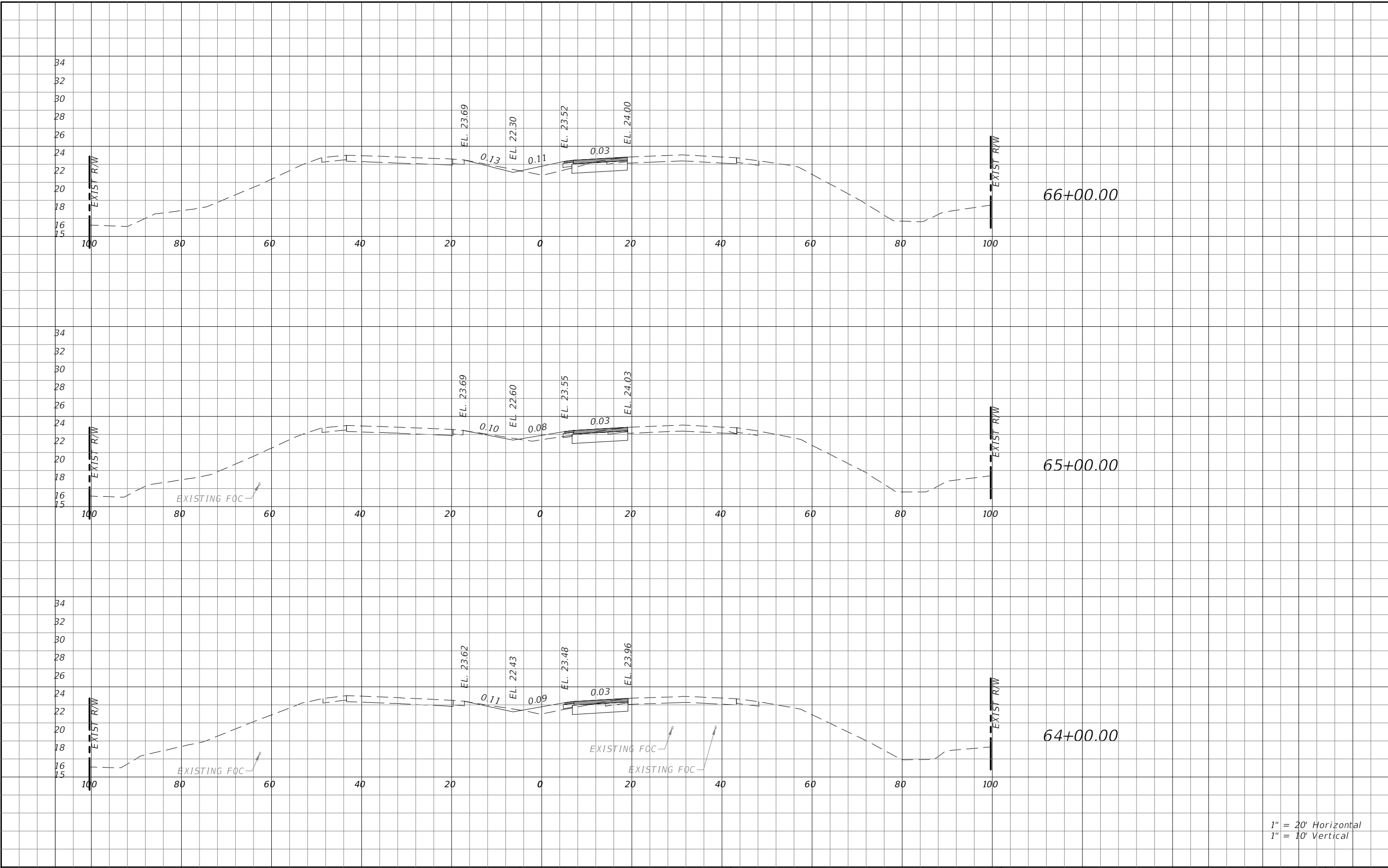
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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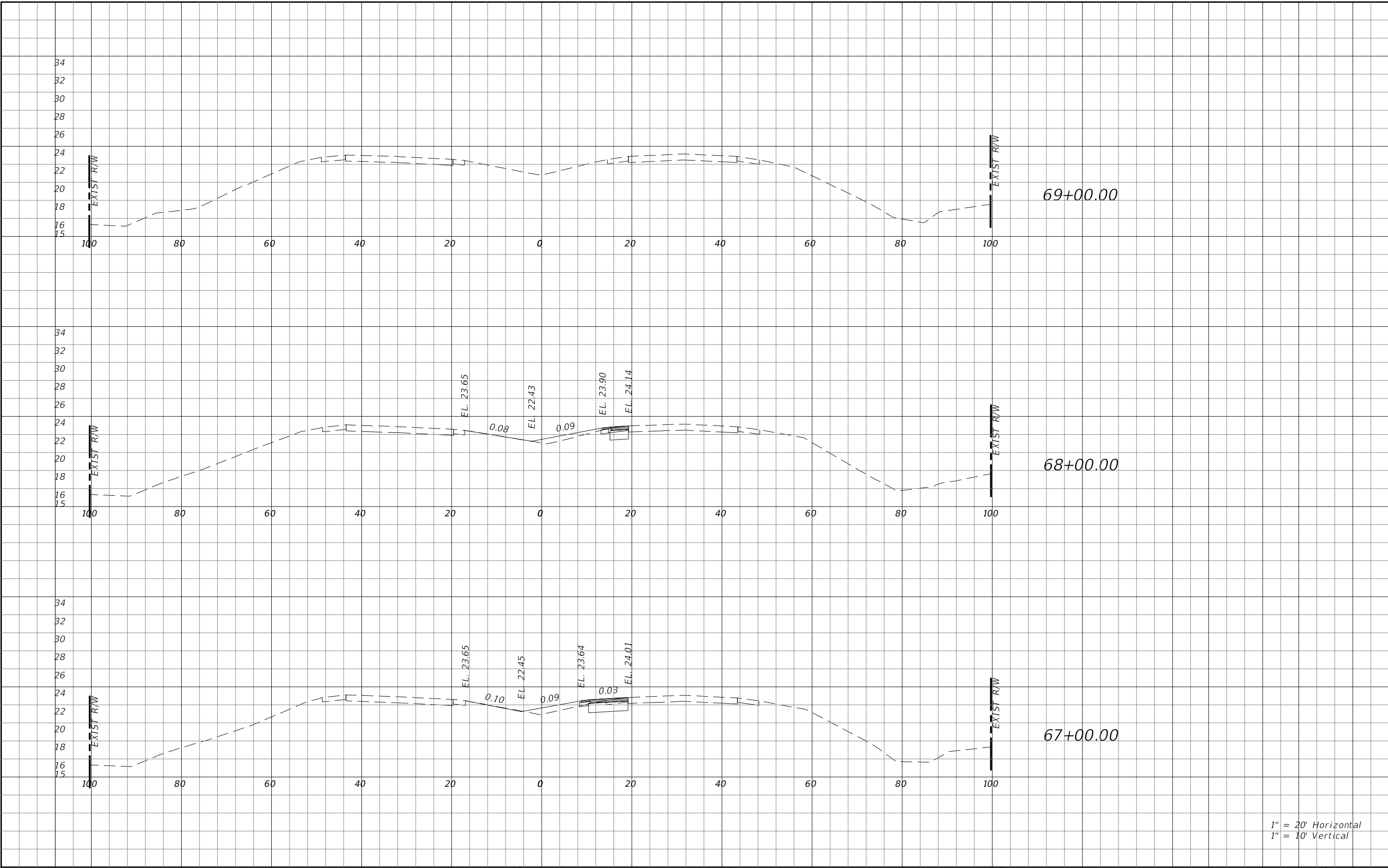
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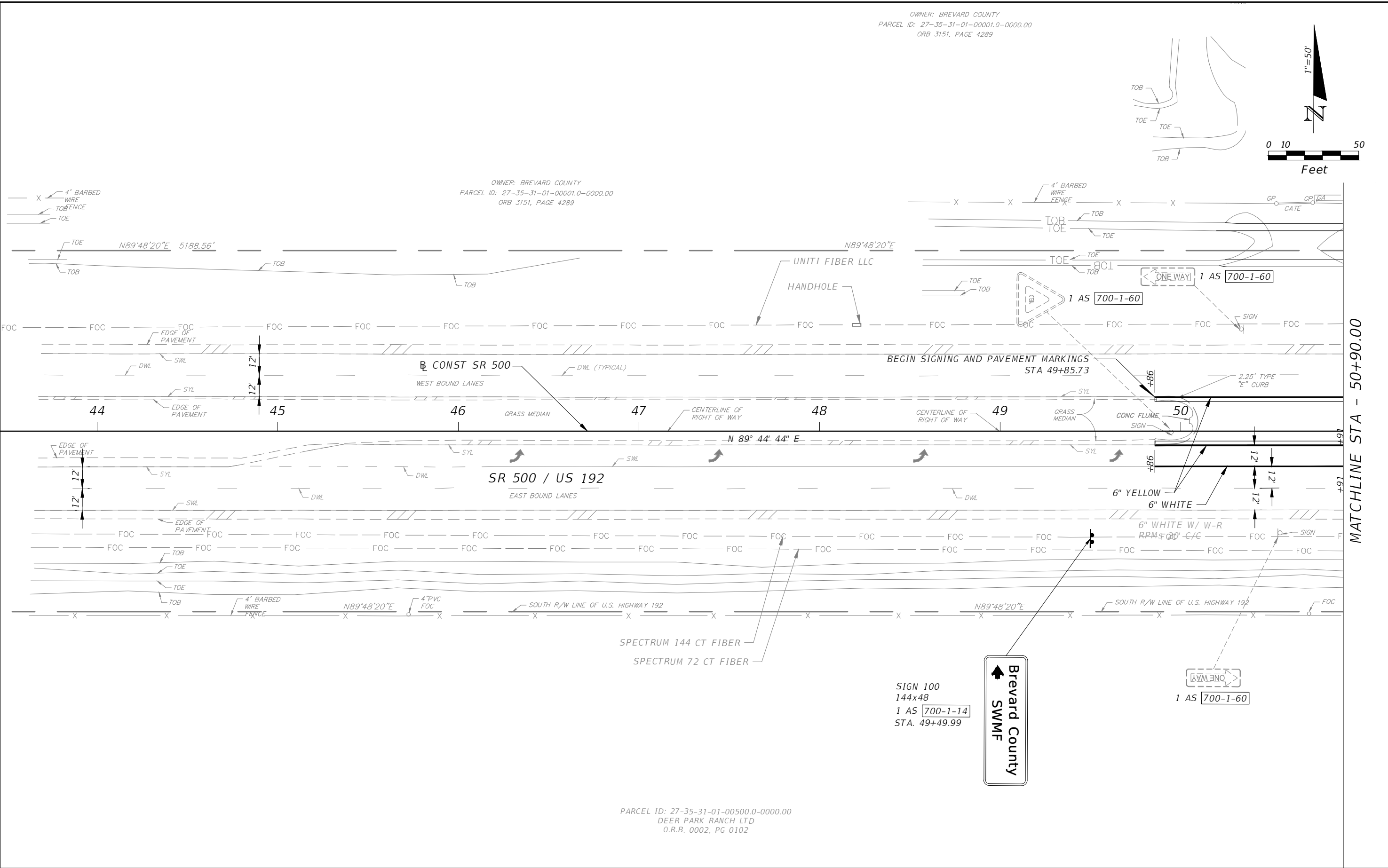
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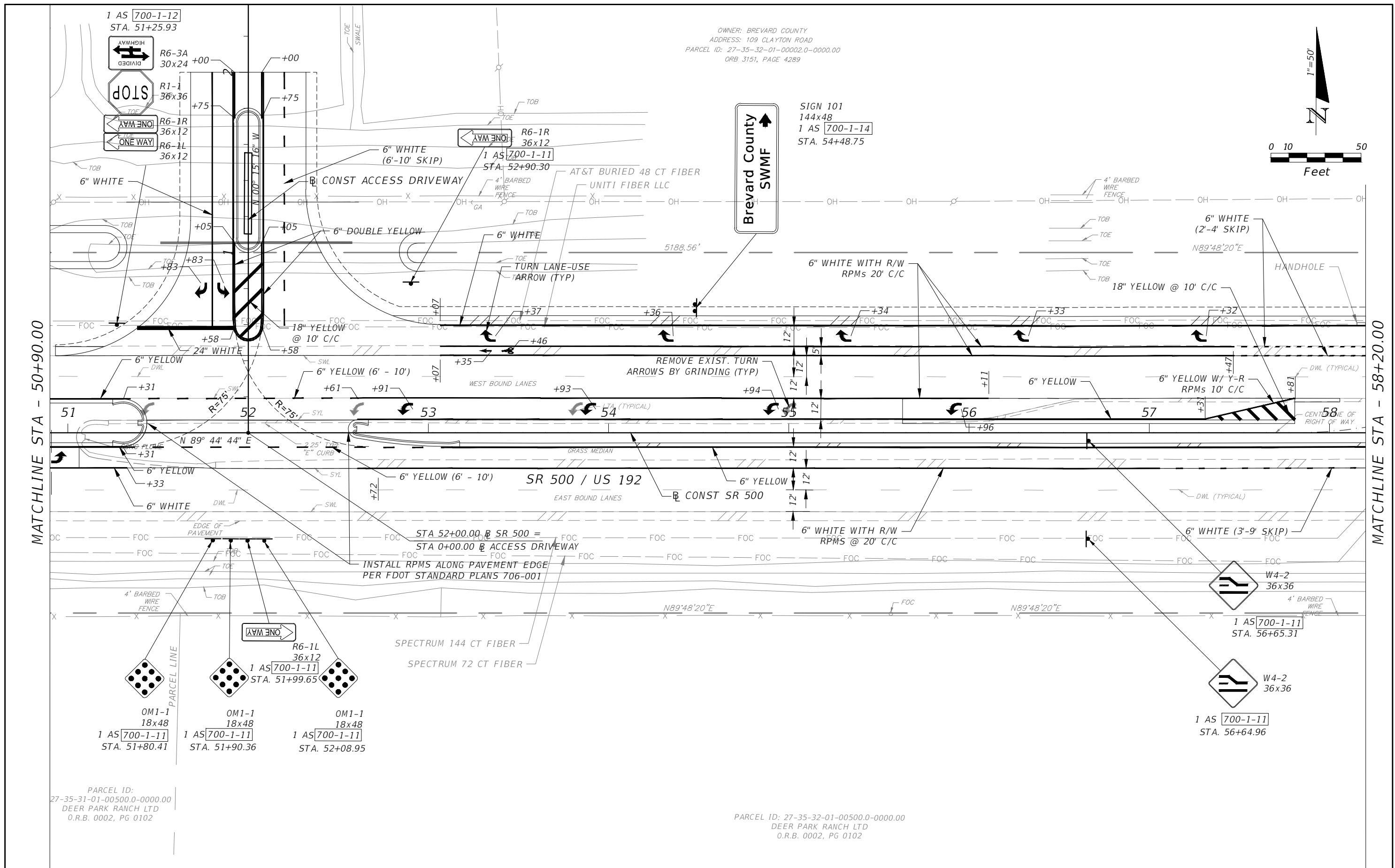
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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									16





REVISIONS				<div> MIKAL REED HALE, P.E. #58048 TRAFFIC ENGINEERING DATA SOLUTIONS, INC. Phone 386.753.0558 80 Spring Vista Drive Fax 386.753.0778 DeBary, FL 32713</div>	DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY			SIGNING AND PAVEMENT MARKING PLAN	SHEET NO.	
DATE	DESCRIPTION		DATE		DESCRIPTION		ROAD NO.		COUNTY	PROJECT ID
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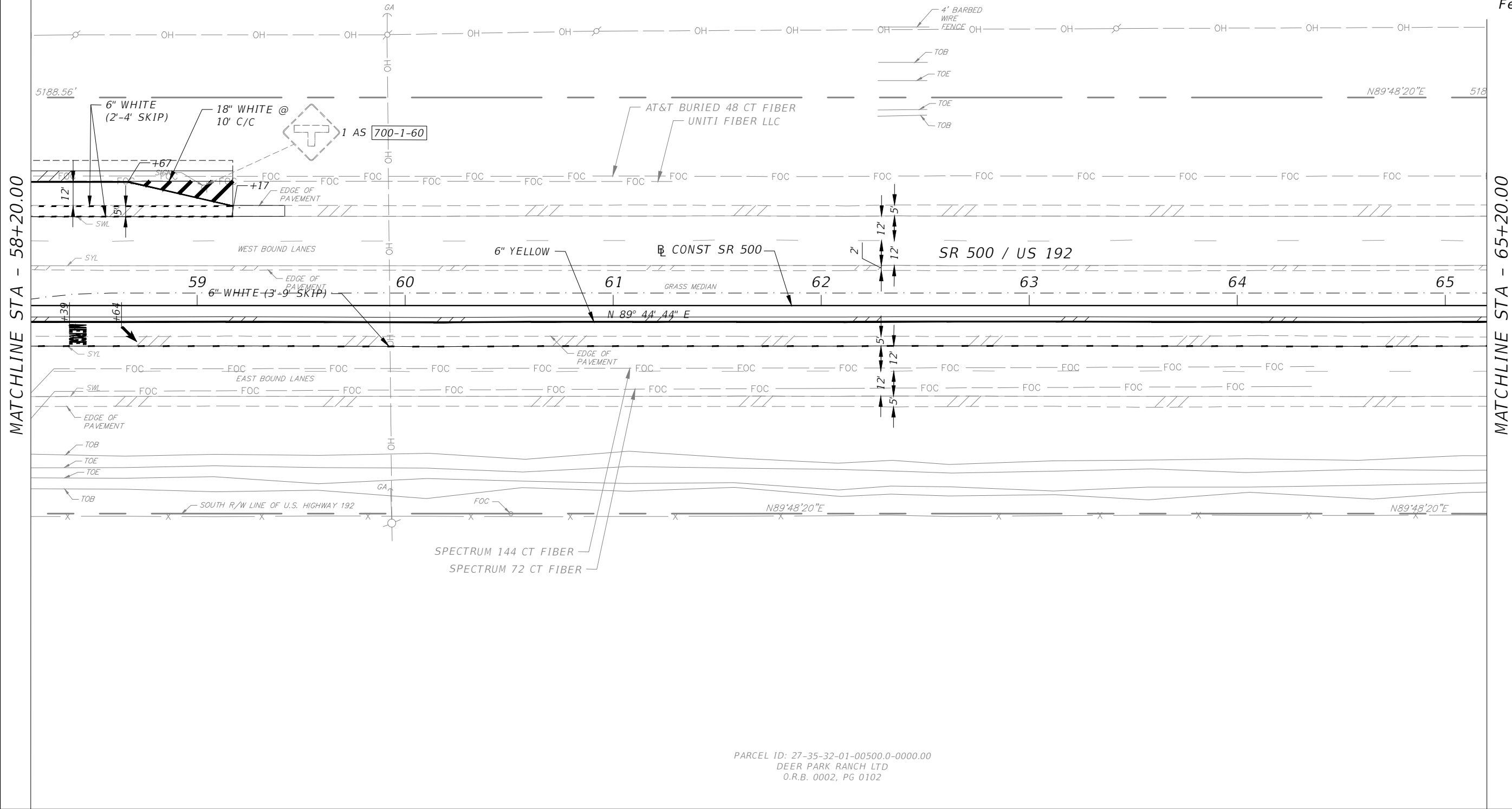
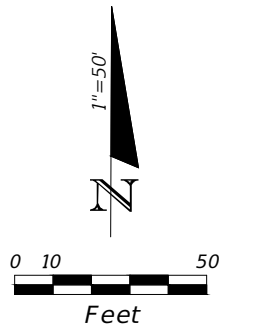


REVISIONS				<div>TRAFFIC ENGINEERING DATA SOLUTIONS, INC. MIKAL REED HALE, P.E. #58048 Phone 386.753.0558 80 Spring Vista Drive Fax 386.753.0778 DeBary, FL 32713</div>	DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY			SIGNING AND PAVEMENT MARKING PLAN	SHEET NO.  25
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



OWNER: BREVARD COUNTY  
ADDRESS: 109 CLAYTON ROAD  
PARCEL ID: 27-35-32-01-00002.0-0000.00  
ORB 3151, PAGE 4289



PARCEL ID: 27-35-32-01-00500.0-0000.00  
DEER PARK RANCH LTD  
O.R.B. 0002, PG 0102

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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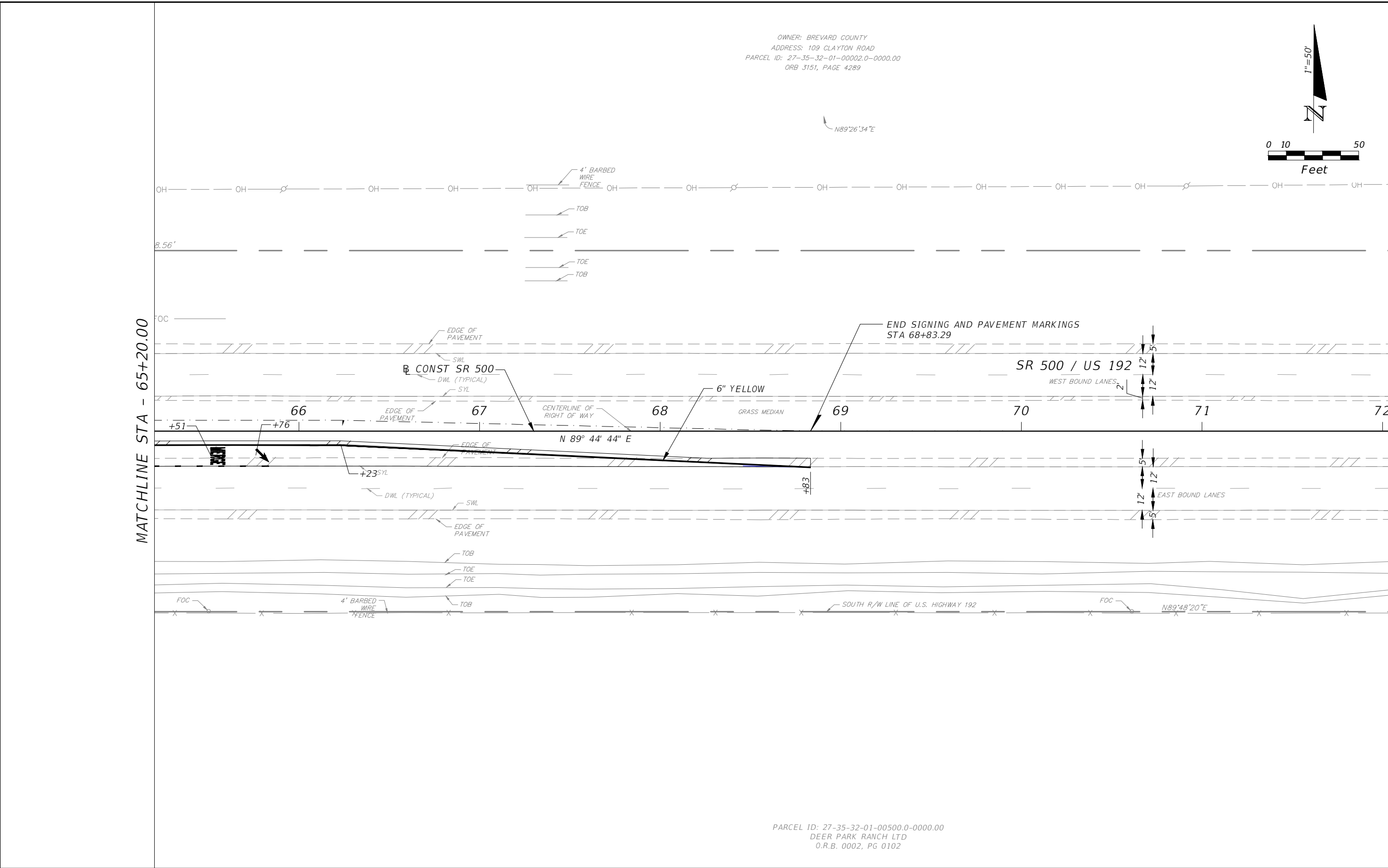
**T&DS**  
MIKAL REED HALE, P.E. #58048  
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.  
Phone 386.753.0558 80 Spring Vista Drive  
Fax 386.753.0778 DeBary, FL 32713

DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY		
ROAD NO.	COUNTY	PROJECT ID
SR 500	BREVARD	11072 - W0 #1

**SIGNING AND PAVEMENT  
MARKING PLAN**

SHEET  
NO.  
  
24

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS				<div> MIKAL REED HALE, P.E. #58048 TRAFFIC ENGINEERING DATA SOLUTIONS, INC. Phone 386.753.0558 80 Spring Vista Drive Fax 386.753.0778 DeBary, FL 32713</div>	DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY			SIGNING AND PAVEMENT MARKING PLAN	SHEET NO.	
DATE	DESCRIPTION		DATE		DESCRIPTION		ROAD NO.		COUNTY	PROJECT ID
----	----						SR 500	BREVARD	11072 - W0 #1	27

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



Vegetation Type 0			Vegetation Type 1		Vegetation Type 2		Vegetation Type 3		Vegetation Type 4		Vegetation Type 5		Vegetation Type 6		Vegetation Type 7		Vegetation Type 8		Vegetation Type 9	
Desirable Canopy Species	Avg. DBH (in.)	Avg. Height (ft)	Avg. DBH (in.)	Avg. Height (ft)	Avg. DBH (in.)	Avg. Height (ft)	Avg. DBH (in.)	Avg. Height (ft)	Avg. DBH (in.)	Avg. Height (ft)	Avg. DBH (in.)	Avg. Height (ft)	Avg. DBH (in.)	Avg. Height (ft)	Avg. DBH (in.)	Avg. Height (ft)	Avg. DBH (in.)	Avg. Height (ft)	Avg. DBH (in.)	Avg. Height (ft)
Cabbage Palm	25	20			25	20	25	20	25	20	25	20	25	15			25	20	25	25
Laurel Oak															20-25	20-35			15	25
Live Oak	30	30			35	30	25	30	15-35	35	20-35	30			25-35	20-30			30	35
Red Maple							20	35							20	35				
Red Cedar															20	15				
Slash Pine											25-30	35								
American Elm															15-20	20				
Pond Cypress																	30-35	15-35		
Notes	Improved pasture with scattered live oak and cabbage palm both at less than 5%.		Dominated by 100% Brazilian pepper.		Dominated by Brazilian pepper with scattered cabbage palm (5%) and live oak (10%).		Dominated by Brazilian pepper with scattered cabbage palm (10%), red maple (5%), and live oak (10%).		Dominated by cabbage palm (65%) with scattered live oaks (35%) throughout. Minor amounts of Brazilian pepper (<5%).		Dominated by cabbage palm (75%) with a smaller component of live oak (10%) and slash pine (15%). Minor amounts of Brazilian pepper (<5%).		Dominated by Brazilian pepper (65%) with scattered cabbage palm (35%).		Canopy dominated by live oak (55%) and cabbage palm (25%). Scattered laurel oak (10%), red maple (5%), red cedar (<5%), and American elm (5%).		Dominated by pond cypress (45%) with scattered cabbage palm (20%) throughout and understory of Brazilian pepper (35%).		Dominated by cabbage palm (65%) with scattered live (15%) oak and laurel oak (5%). Minor amounts of Brazilian pepper (<5%).	

VEGETATION CLEARING NOTES

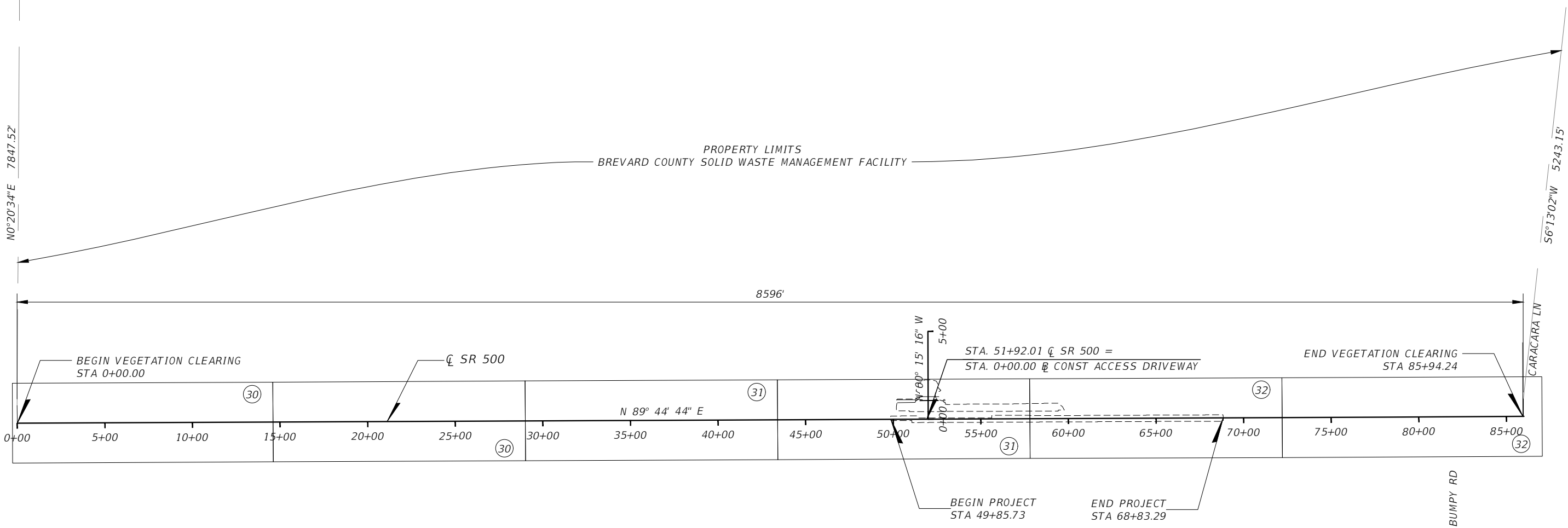
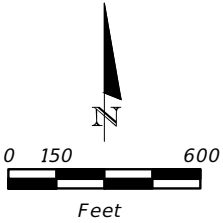
1. IN ACCORDANCE WITH THE CONDITIONS OF APPROVALS ISSUED BY OTHER AGENCIES, THE GOAL OF PROPOSED VEGETATION CLEARING IS TO ERADICATE THE BRAZILIAN PEPPERTREE (SCHINUS TEREBINTHIFOLIUS), AS AN INVASIVE NON-INDEGENOUS EXOTIC PEST PLANT, FROM THE BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY PROPERTY.
2. THE PURPOSE OF THESE VEGETATION CLEARING PLANS IS TO DELINEATE THOSE PORTIONS OF VEGETATION CLEARING THAT WILL OCCUR WITHIN THE SR 500 (US 192) RIGHT OF WAY, AS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
3. CLEARING METHODS:

a. VEGETATION TYPE 0 - PASTURE LAND; NO CLEARING TO OCCUR.

b. VEGETATION TYPE 1 - BRAZILIAN PEPPER TO BE REMOVED VIA MECHANICAL CLEARING.

c. VEGETATION TYPES 2 & 3 - BRAZILIAN PEPPER TO BE REMOVED VIA A COMBINATION OF MECHANICAL CLEARING AND SPOT TREATMENT. HOWEVER, CLEARING OF NATIVE VEGETATION SPECIES, INCLUDING LIVE OAK, RED MAPLE, AND CABBAGE PALM, SHOULD BE AVOIDED.

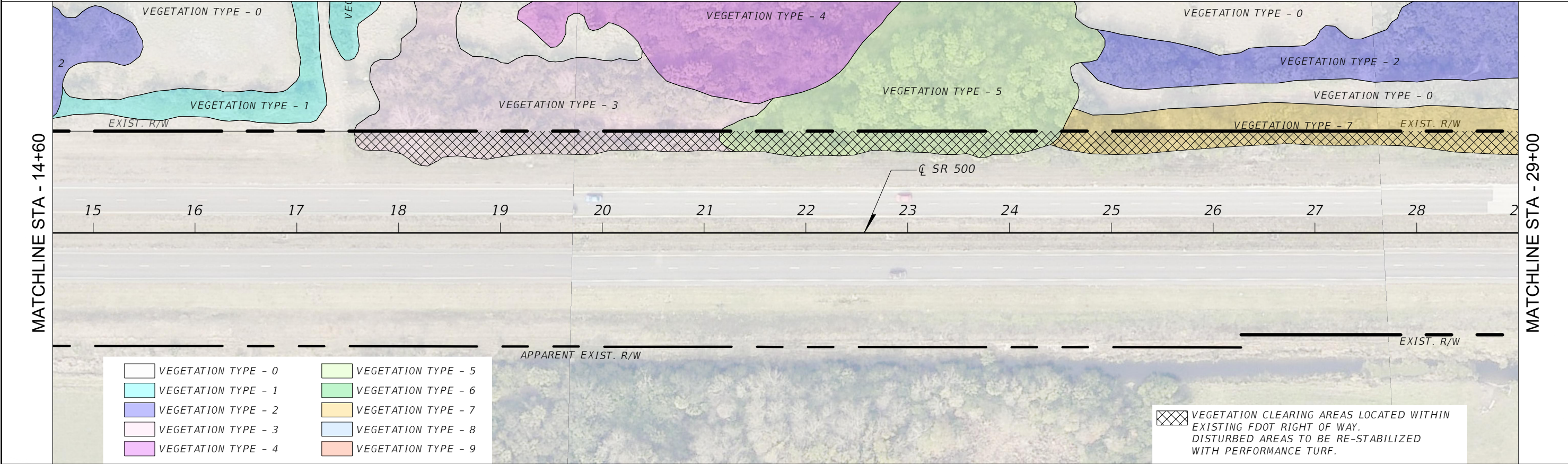
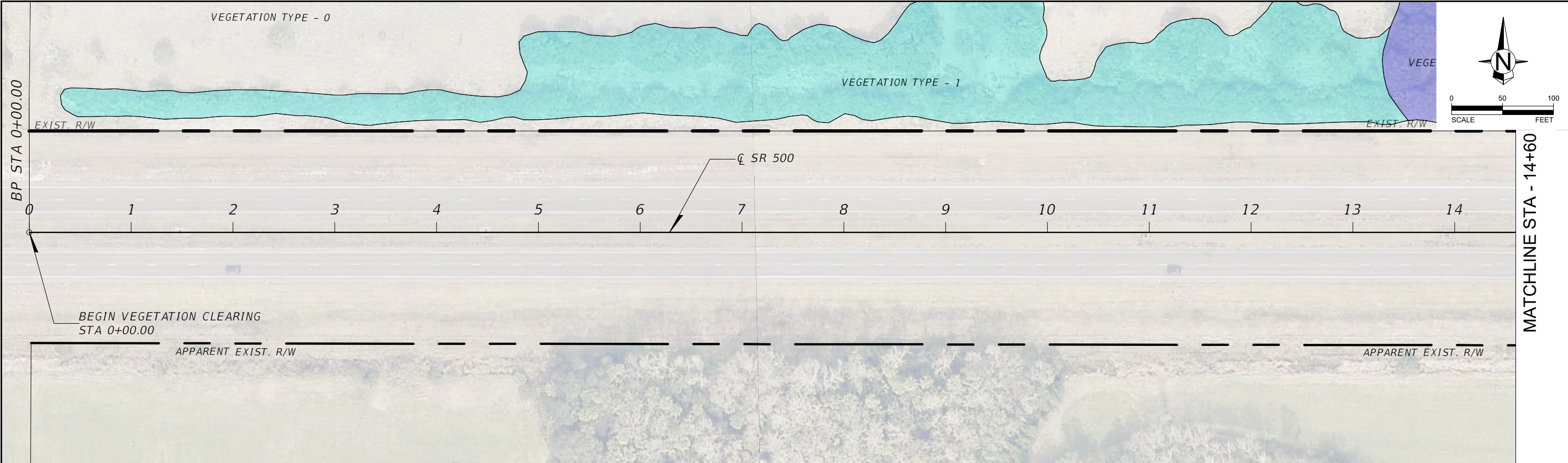
d. VEGETATION TYPES 4 THROUGH 9 - BRAZILIAN PEPPER TO BE REMOVED VIA HAND REMOVAL AND SPOT TREATMENT. NO MECHANICAL CLEARING.



VEGETATION CLEARING LAYOUT

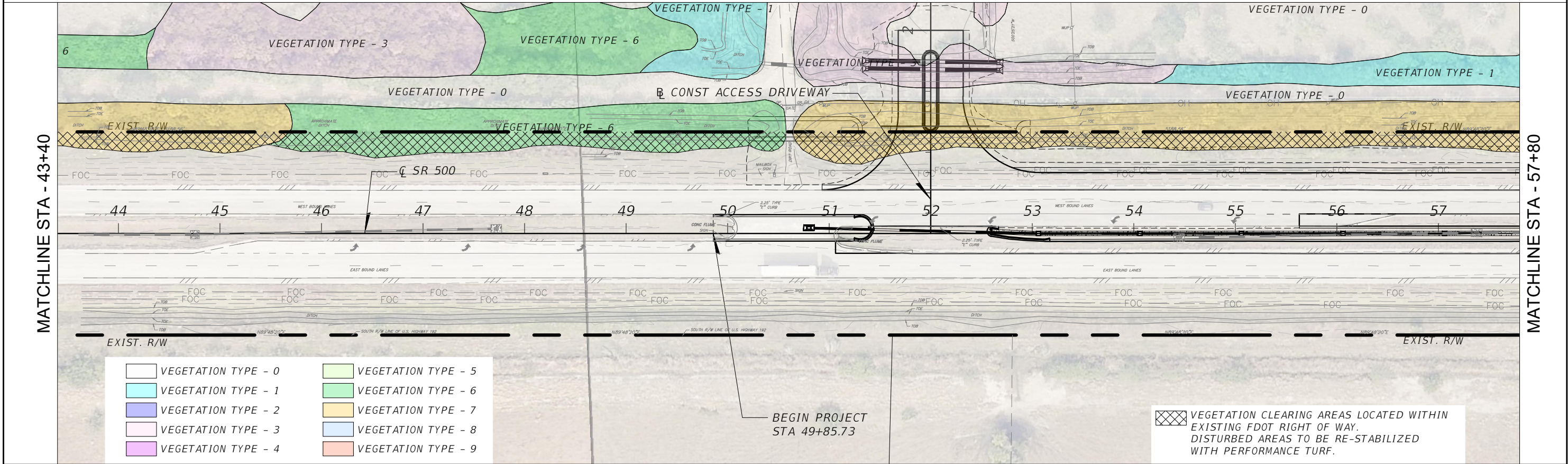
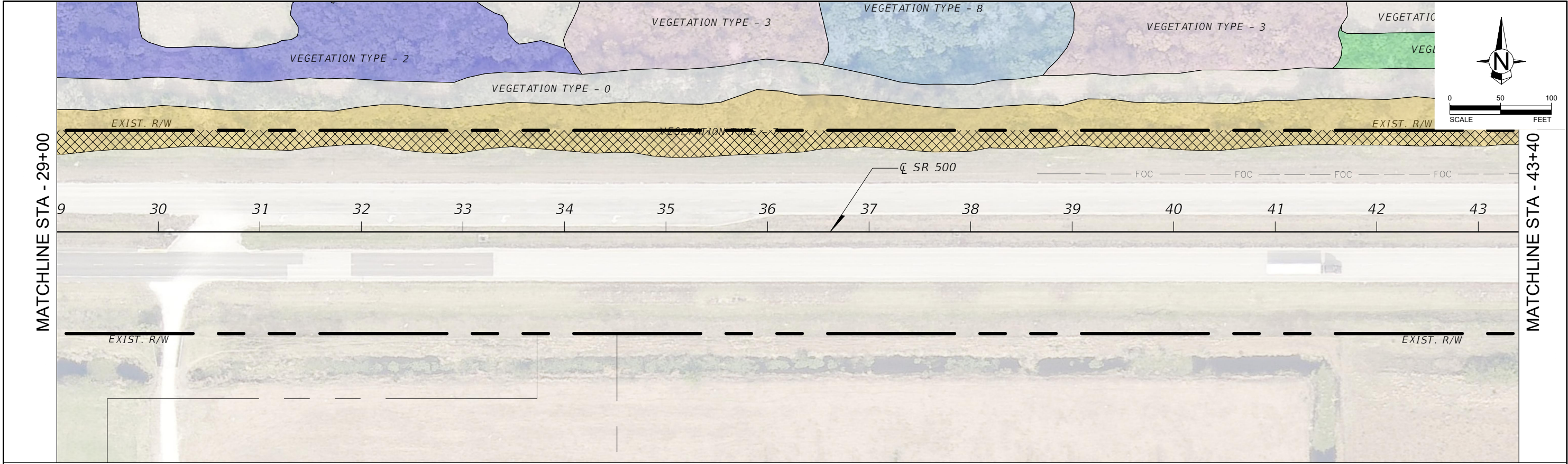
REVISIONS				<div> MIKAL REED HALE, P.E. #58048 TRAFFIC ENGINEERING DATA SOLUTIONS, INC. Phone 386.753.0558 80 Spring Vista Drive Fax 386.753.0778 DeBary, FL 32713</div>	DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY			VEGETATION CLEARING NOTES	SHEET NO.
DATE	DESCRIPTION		DATE		ROAD NO.	COUNTY	PROJECT ID		
----					SR 500	BREVARD	11072 - W0 #1		29





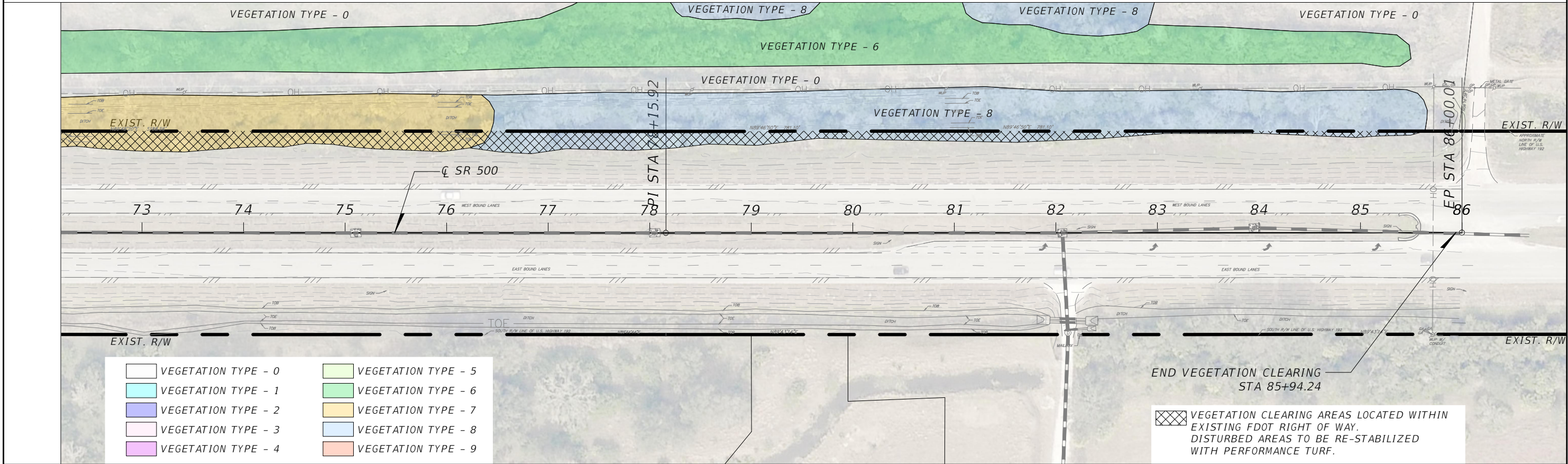
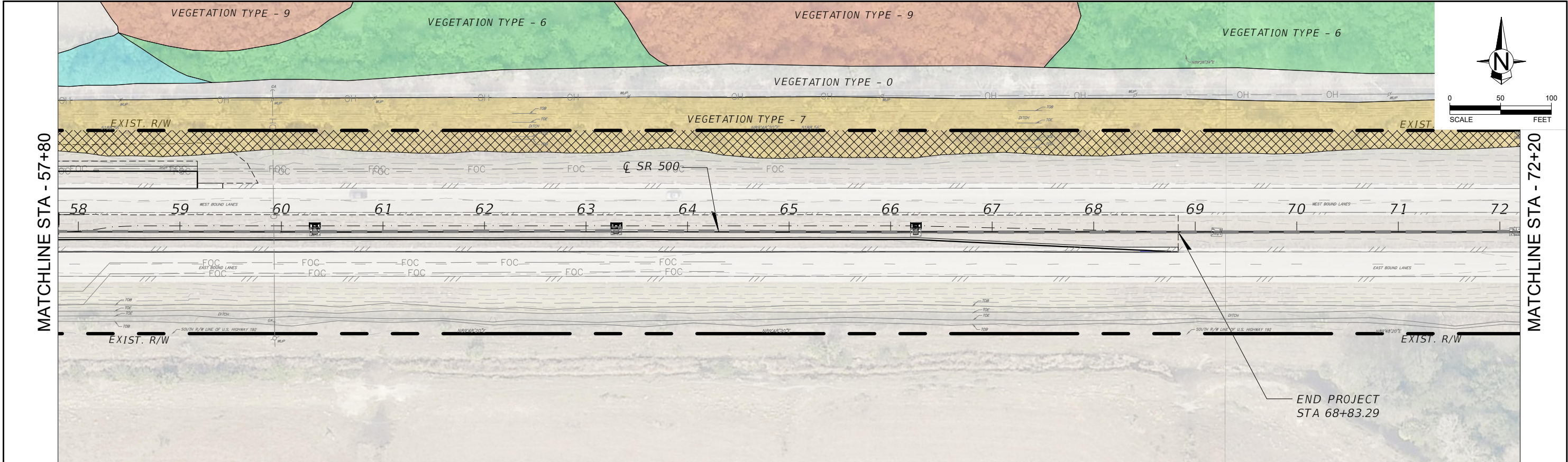
REVISIONS				<div></div> <div>MIKAL REED HALE, P.E. #58048</div> <div>TRAFFIC ENGINEERING DATA SOLUTIONS, INC.</div> <div>Phone 386.753.0558 80 Spring Vista Drive</div> <div>Fax 386.753.0778 DeBary, FL 32713</div>	DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY			VEGETATION CLEARING PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
----	----				SR 500	BREVARD	11072 - W0 #1		30





REVISIONS				<div> MIKAL REED HALE, P.E. #58048 TRAFFIC ENGINEERING DATA SOLUTIONS, INC. Phone 386.753.0558 80 Spring Vista Drive Fax 386.753.0778 DeBary, FL 32713</div>	DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY			VEGETATION CLEARING PLAN	SHEET NO.  31
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
----	----	----	----		SR 500	BREVARD	11072 - W0 #1		





- |                     |                     |
|---------------------|---------------------|
| VEGETATION TYPE - 0 | VEGETATION TYPE - 5 |
| VEGETATION TYPE - 1 | VEGETATION TYPE - 6 |
| VEGETATION TYPE - 2 | VEGETATION TYPE - 7 |
| VEGETATION TYPE - 3 | VEGETATION TYPE - 8 |
| VEGETATION TYPE - 4 | VEGETATION TYPE - 9 |

REVISIONS				<div>Mike Thompson</div> <div>5/27/2021 12:32:36 PM</div>	DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY			VEGETATION CLEARING PLAN	SHEET NO. 30
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	PROJECT ID		
----	----	----	----		SR 500	BREVARD	11072 - W0 #1		

**TRDS**

MIKAL REED HALE, P.E. #58048  
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.  
Phone 386.753.0558 80 Spring Vista Drive  
Fax 386.753.0778 DeBary, FL 32713



# Driveway Improvements for Brevard County Solid Waste Management Facility State Road No 500 (US 192)

Pay Item No	Description	Unit	Quantity	Cost	Amount
0101 1	MOBILIZATION	LS	1	56909	56909
0102 1	MAINTENANCE OF TRAFFIC	LS	1	32000	32000
0104 10 3	SEDIMENT BARRIER SILT FENCE	LF	1355	2	2710
0104 18	INLET PROTECTION SYSTEM	EA	9	108	972
0110 1 1	CLEARING & GRUBBING	AC	2.77	12000	33240
0110 1 1	CLEARING & GRUBBING (CLEAR LAY DOWN YARD)	AC	1	12000	12000
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	42	20	840
0120 1	REGULAR EXCAVATION	CY	2558	10	25580
0120 6	EMBANKMENT	CY	2880	15.8	45504
0160 4	TYPE B STABILIZATION	SY	5615	6	33690
285703	OPTIONAL BASE, BASE GROUP 03	SY	890	20	17800
285712	OPTIONAL BASE, BASE GROUP 12	SY	7698	20	153960
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	143	115	16445
0337 7 82	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-9.5, PG 76-22	TN	1905	115	219075
0425 1521	INLETS, DT BOT, TYPE C, <10	EA	1	3466	3466
0425 1523	INLETS, DT BOT, TYPE C, JBOT, <10	EA	3	5742	17226
0425 1701	INLETS, GUTTER, TYPE S, <10	EA	5	3787	18935
430174118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	LF	226	77.77	17576.02
430174124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	LF	621	97.97	60839.37
0430200 29	FLARED END SECTION, CONCRETE, 24"	EA	4	2800	11200
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	130	28.4	3692
0520 2 8	CONCRETE CURB, TYPE RA	LF	174	28.4	4941.6
0524 1 2	CONCRETE DITCH PAVEMENT, 4"	SY	245	65	15925
0570 1 2	PERFORMANCE TURF, SOD	SY	7200	2.5	18000
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	520	20	10400
077 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	4	300	1200
0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	9	300	2700
0700 1 60	SINGLE POST SIGN, REMOVE	AS	4	50	200
0700 2 14	MULTI- POST SIGN, F&I GROUND MOUNT, 31-50 SF	AS	2	700	1400
711-14-160	THRMPLSTC, WHITE, MESSAGE	EA	3	110	330
711-14-170	THRMPLSTC, WHITE, ARROW	EA	13	66	858
711-15-111	THRMPLSTC, WHITE, SOLID, 6"	LF	2577	0.79	2035.83
711-15-231	THRMPLSTC, YELLOW, SKIP, 6"	LF	312	0.44	137.28
711-15-211	THRMPLSTC, YELLOW, SOLID, 6"	LF	2857	0.79	2257.03
711-15-141	THRMPLSTC, WHITE, 2-4 DOTTED/6-10 GAP 6"	LF	1336	0.02	26.72
711-17-1	Thermoplastic Removal	LF	67	3.3	221.1
	Raised Pavement Markers	EA	148	3.3	488.4
				<b>TOTAL:</b>	<b>\$844,780.35</b>

The estimated cost of the project accounts for all costs associated with performing and completing the project.

**ENGINEER'S OPINION OF PROBABLE COSTS  
DRIVEWAY IMPROVEMENTS FOR BREVARD COUNTY SOLID WASTE MANAGEMENT FACILITY**

**BREVARD COUNTY SR 500 (US 192)**

**Constructed by 3rd Party Contractor Selected via Public Bid**

**With Pavement in R/W per FDOT Recommendations**

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>I. ROADWAY CONSTRUCTION</b>					
0101 1	MOBILIZATION	LS	1	\$58,000.00	\$58,000.00
0102 1	MAINTENANCE OF TRAFFIC	LS	1	\$33,000.00	\$33,000.00
0104 10 3	SEDIMENT BARRIER	LF	1355	\$2.00	\$2,710.00
0104 18	INLET PROTECTION SYSTEM	EA	9	\$108.00	\$972.00
0110 1 1	CLEARING & GRUBBING	AC	4.86	\$12,000.00	\$58,320.00
0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	42	\$24.00	\$998.40
0110 7 1	MAILBOX, F&I SINGLE	EA	1	\$190.00	\$190.00
0120 1	REGULAR EXCAVATION	CY	830.7	\$10.50	\$8,722.35
0120 2 2	BORROW EXCAVATION, TRUCK MEASURE	CY	1517.9	\$19.25	\$29,219.58
0120 6	EMBANKMENT	CY	2348.6	\$11.25	\$26,421.75
0160 4	TYPE B STABILIZATION	SY	6714	\$5.50	\$36,927.00
285702	OPTIONAL BASE, BASE GROUP 02	SY	996	\$10.50	\$10,458.00
0285703	OPTIONAL BASE, BASE GROUP 03	SY	NA	\$20.50	NA
285709	OPTIONAL BASE, BASE GROUP 09	SY	4753	\$19.00	\$90,307.00
0285712	OPTIONAL BASE, BASE GROUP 12	SY	587	\$31.00	\$18,197.00
0334 1 14	SUPERPAVE ASPHALTIC CONC, TRAFFIC D	TN	971.2	\$100.00	\$97,120.00
0337 7 85	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC D, FC-12.5, PG 76-22	TN	459.0	\$115.00	\$52,785.00
0425 1521	INLETS, DT BOT, TYPE C, <10'	EA	1	\$3,870.00	\$3,870.00
0425 1523	INLETS, DT BOT, TYPE C, JBOT, <10'	EA	3	\$5,200.00	\$15,600.00
0425 1701	INLETS, GUTTER, TYPE S, <10'	EA	5	\$4,500.00	\$22,500.00
430174124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD	LF	671	\$92.00	\$61,732.00
430174142	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42"SD	LF	276	\$124.00	\$34,224.00
0430200 40	FLARED END SECTION, CONCRETE, 42"	EA	4	\$6,500.00	\$26,000.00
0520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	130	\$23.00	\$2,990.00
0520 2 8	CONCRETE CURB, TYPE RA	LF	169	\$31.00	\$5,234.07
0524 1 2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	245	\$68.00	\$16,660.00
0550 10210	FENCING, TYPE B, 0.0-5.0', STANDARD FEATURES	LF	1600	\$19.00	\$30,400.00
0550 60222	FENCE GATE, TYPE B, DOUBLE, 6.1-12.0' OPENING	EA	2	\$1,600.00	\$3,200.00
0570 1 2	PERFORMANCE TURF, SOD	SY	7121	\$3.00	\$21,363.00
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	450	\$7.75	\$3,487.50
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	6	\$335.00	\$2,010.00
0700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	1	\$1,000.00	\$1,000.00
0700 1 60	SINGLE POST SIGN, REMOVE	AS	4	\$32.00	\$128.00
0700 2 14	MULTI- POST SIGN, F&I GROUND MOUNT, 31-50 SF	AS	2	\$4,200.00	\$8,400.00
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	165	\$6.00	\$990.00
0710 11290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	51	\$3.00	\$153.00
0711 11124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	271	\$3.00	\$813.00
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	28	\$4.50	\$126.00
0711 11141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.111	\$1,839.00	\$204.13
0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	2	\$150.00	\$300.00
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	13	\$65.50	\$851.50
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	146	\$3.75	\$547.50
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.587	\$4,100.00	\$2,406.70
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.541	\$4,150.00	\$2,245.15
0711 16231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	GM	0.059	\$1,600.00	\$94.40
0711 17 1	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN	SF	67	\$1.00	\$67.00
<b>SUB-TOTAL</b>					<b>\$791,945.03</b>
<b>15.0% CONTINGENCY</b>					<b>\$118,791.75</b>
<b>0 TOTAL (ROADWAY CONSTRUCTION)</b>					<b>\$910,736.78</b>
<b>II. CONSTRUCTION PHASE SERVICES</b>					
<b>TASK 1</b>	<b>BID PHASE SERVICES</b>				
-	ADMINISTRATION (S2LI)				\$3,900.00
-	ENGINEER OF RECORD (TEDS)				\$10,000.00
-	CEI (CONSOR)				\$29,000.00
<b>SUB-TOTAL</b>					<b>\$42,900.00</b>
<b>TASKS 2 &amp; 3</b>	<b>CONSTRUCTION PHASE &amp; PROJECT CLOSEOUT SERVICES</b>				
-	ADMINISTRATION (S2LI)				\$11,450.00
-	ENGINEER OF RECORD (TEDS)				\$13,500.00
-	CEI (CONSOR)				\$101,000.00
<b>SUB-TOTAL</b>					<b>\$125,950.00</b>
<b>TOTAL</b>					<b>\$168,850.00</b>
<b>25.0% CONTINGENCY</b>					<b>\$42,212.50</b>
<b>TOTAL (CONSTRUCTION PHASE SERVICES)</b>					<b>\$211,062.50</b>
<b>TOTAL PROJECT COSTS</b>					<b>\$1,121,799.28</b>

**LEGEND**

Pay Items / Quantities Associated with Alternate Pavement Sections Being Considered

**Title XVIII**  
PUBLIC LANDS AND PROPERTY

**Chapter 255**  
PUBLIC PROPERTY AND PUBLICLY OWNED BUILDINGS

**[View Entire Chapter](#)**

CHAPTER 255  
PUBLIC PROPERTY AND PUBLICLY OWNED BUILDINGS

255.20(1)(c)9. If the governing board of the local government complies with all of the requirements of this subparagraph, conducts a public meeting under s. [286.011](#) after public notice, and finds by majority vote of the governing board that it is in the public's best interest to perform the project using its own services, employees, and equipment. The public notice must be published at least 21 days before the date of the public meeting at which the governing board takes final action. The notice must identify the project, the components and scope of the work, and the estimated cost of the project fully accounting for all costs associated with performing and completing the work, including employee compensation and benefits, equipment cost and maintenance, insurance costs, and the cost of direct materials to be used in the construction of the project, including materials purchased by the local government, and other direct costs, plus a factor of 20 percent for management, overhead, and other indirect costs. The notice must specify that the purpose for the public meeting is to consider whether it is in the public's best interest to perform the project using the local government's own services, employees, and equipment. Upon publication of the public notice and for 21 days thereafter, the local government shall make available for public inspection, during normal business hours and at a location specified in the public notice, a detailed itemization of each component of the estimated cost of the project and documentation explaining the methodology used to arrive at the estimated cost. At the public meeting, any qualified contractor or vendor who could have been awarded the project had the project been competitively bid shall be provided with a reasonable opportunity to present evidence to the governing board regarding the project and the accuracy of the local government's estimated cost of the project. In deciding whether it is in the public's best interest for the local government to perform a project using its own services, employees, and equipment, the governing board must consider the estimated cost of the project fully accounting for all costs associated with performing and completing the work, including employee compensation and benefits, equipment cost and maintenance, insurance costs, and the cost of direct materials to be used in the construction of the project, including materials purchased by the local government, and other direct costs, plus a factor of 20 percent for management, overhead, and other indirect costs, and the accuracy of the estimated cost in light of any other information that may be presented at the public meeting and whether the project requires an increase in the number of government employees or an increase in capital expenditures for public facilities, equipment, or other capital assets. The local government may further consider the impact on local economic development, the impact on small and minority business owners, the impact on state and local tax revenues, whether the private sector contractors provide health insurance and other benefits equivalent to those provided by the local government, and any other factor relevant to what is in the public's best interest. A report summarizing completed projects constructed by the local government pursuant to this subsection shall be publicly reviewed each year by the governing body of the local government. The report shall detail the estimated costs and the actual costs of the projects constructed by the local government pursuant to this subsection. The report shall be made available for review by the public. The Auditor General shall review the report as part of his or her audits of local governments.





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Unfinished Business

I.1.

8/3/2021

### Subject:

American Rescue Plan Act funding for Septic-to-Sewer Conversion of 142 homes in the South Central - Zone C Project Area (D4)

### Fiscal Impact:

\$2,952,964.23 of American Rescue Plan Act funding in FY21 to cover project costs in excess of the \$6,600,000 approved in the Save Our Indian River Lagoon Project Plan and the \$1,166,820 of grant funding from St. Johns River Water Management District. Total project cost of \$10,719,784.23 includes \$8,797,180.23 for construction, \$420,000 for design and permitting, \$230,000 for construction oversight, and \$1,272,604 for private connection costs.

### Dept/Office:

Natural Resources Management, Utilities Services, Purchasing Services and District 4 County Commissioner

### Requested Action:

It is requested that the Board of County Commissioners:

- (1) authorize \$2,952,964.23 of American Rescue Plan Act funding out of the \$8M District 4 water infrastructure allocation for the South Central-Zone C Septic to Sewer Project;
- (2) authorize the Chair to execute the construction contract, contract amendments and any necessary contract extensions with the responsive bidder upon review and approval of the County Attorney's Office, Risk Management, and Purchasing Services; and
- (3) authorize the County Manager, or designee to approve any necessary budget change requests.

### Summary Explanation and Background:

The South Central - Zone C Septic to Sewer project includes 142 homes in the Indian River Isles subdivisions located between U.S. 1 and the Indian River Lagoon, just north of the Pineda Causeway. The project is anticipated to reduce septic pollution reaching the lagoon by 5,146 pounds of nitrogen per year.

On May 20<sup>th</sup>, a single bid was received at \$8,797,180.23. This bid was 43% above the engineer's estimate and exceeds the approved budget for this project. Utilities Services and Natural Resources worked with Purchasing Services to conduct negotiations to try to reduce the gap between available funding and the construction bid amount. However, the contractor's suggestions conflict with Roadway Engineering Standards. This bid expires August 19<sup>th</sup>. If the project is not awarded prior to August 19<sup>th</sup> the contractor plans to withdraw their bid and the County will need to re-advertise a competitive solicitation, causing further project delay and possibly causing the County to lose the St. Johns River Water Management District grant.

Factors that impacted the bid for Zone C include general construction inflation, an increasingly competitive market for wastewater infrastructure, rapidly rising material costs, shortages of trained labor, and project

difficulty.

The South Central - Zone C Septic-to-Sewer Project was approved for grant funding by St. Johns River Water Management District with a cost share of \$1,166,820. This grant has a timeline with groundbreaking expected this August and project completion expected in July 2022. District staff have the authority to approve a single grant extension up to 6 months. Grant extensions in excess of 6 months require the approval of the District Governing Board.

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

None





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Development and Environmental Services Group

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J.1.

8/3/2021

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### **Subject:**

Approval, Re: Purchase and Sale Agreement (three originals) and Escrow Agreement (three originals) for a Portion of County Owned Land to Florida Power and Light (FPL) for an FPL Substation at Viera- District 4.

### **Fiscal Impact:**

There is no fiscal impact to the County. Revenues will be deposited into Utility Services Department.

### **Dept/Office:**

Public Works Department / Land Acquisition / Utility Services Department

### **Requested Action:**

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the attached three original Purchase and Sale Agreements, the attached three original Escrow Agreements and to authorize the Chair to sign any documents related to the transaction and final closing under the terms of the Purchase and Sale Agreement and Escrow Agreement.

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

The subject property is located in Section 18, Township 26 South, Range 36 East, south of Charlie Corbeil Way in Viera.

Florida Power and Light has requested the County sell 10.014 acres of a portion of County owned land located south of Charlie Corbeil Way behind the South-Central Waste Water Treatment Plant and along the FPL transmission line, in order to construct a Substation. The substation will provide electricity to the residents of Viera. Consent and Waiver of Restrictive Covenants with A. Duda and Sons has been obtained.

As further consideration for the County to enter into the sales agreement, FPL has agreed to install and connect an express feeder cable from the Substation to and for the benefit of the County's South-Central Waste Water Treatment Plant to serve as back-up power to the Plant. The express feeder cable will be installed and connected at the sole expense of FPL, valued at \$450,000.00. FPL has agreed to place the cost of the express feeder line in escrow until completion and operation of the feeder line, anticipated December 31, 2023.

The sales price of \$651,000.00 was established through a fair market value appraisal report provided by Durrance and Associates, opined at \$651,000.00.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

**Clerk to the Board Instructions:**

Upon execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to pick up the three original executed Purchase and Sale Agreements and the three original executed Escrow Agreements.



# BOARD OF COUNTY COMMISSIONERS


## AGENDA REVIEW SHEET

AGENDA: Purchase and Sale Agreements (three originals) for a portion of County owned land to Florida Power and Light (FPL) for an FPL Substation at Viera – District 4.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8353 Ext. 58353

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor			7-22-2021
COUNTY ATTORNEY Christine Schverak Assistant County Attorney			07222021

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made this 3<sup>rd</sup> day of August, 2021, between Brevard County, a political subdivision of the State of Florida (“**Seller**”) and Florida Power & Light Company, a Florida corporation (“**Buyer**”).

THAT, FOR AND IN CONSIDERATION of the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the following described property upon the terms and conditions hereinafter set forth:

1. **Description of Property.** Seller has fee simple title to that certain real property located in Brevard County, Florida, which is more particularly described in Exhibit A attached hereto and by this reference made a part hereof (“**Land**”), together with the following property and rights (collectively, the “**Realty**”): (i) all improvements located on the Land, including all buildings, structures and other facilities; (ii) all fixtures and equipment situated on the Land and owned by Seller; (iii) all intangible property owned or held by Seller in connection with the Land, including development rights; (iv) all deposits, licenses, permits, authorizations, warranties, approvals and contract rights pertaining to ownership of the Land; (v) all strips and gores of land lying adjacent to the Land, together with all easements, privileges, rights-of-way, riparian and other water rights, lands underlying any adjacent streets or roads, and appurtenances pertaining to or accruing to the benefit of the Land; and (vi) any minerals, including oil, gas and other hydrocarbon substances located in, on and/or under the Land. The Land and the Realty are collectively referred to hereinafter as the “**Property**”.

2. **Purchase Price; Deposit; Cash Balance.** The total purchase price for the Property (“**Purchase Price**”), plus or minus prorations and subject to such adjustments as are hereinafter provided, is Six Hundred Fifty-One Thousand and No/100 Dollars (\$651,000.00). The Purchase Price shall be payable as follows:

2.1. **Deposit.** Sixty-Five Thousand One Hundred and No/100 Dollars (\$65,100.00) (“**Deposit**”) shall be paid and delivered by Buyer in immediately available U.S. funds by wire transfer to DPW Law Firm, 3507 Kyoto Gardens Drive, Suite 205, Palm Beach Gardens, Florida 33410 (“**Escrow Agent**” and “**Title Agent**”) within five (5) days after the Effective Date (as defined below in Section 3). Escrow Agent agrees to hold the Deposit in escrow in accordance with the terms of this Agreement. The Deposit shall be fully refundable to Buyer if for any reason Buyer elects not to proceed with the purchase of the Property and notifies Seller of such election in writing prior to the expiration of the Inspection Period (as defined below in Section 11), or any extension thereof, or if Buyer is otherwise entitled to recoup the Deposit.

2.2. **Cash Balance.** Five Hundred Eighty-Five Thousand Nine Hundred and No/100 Dollars (\$585,900.00), plus or minus prorations and subject to such adjustments as are hereinafter provided, shall be paid and delivered by Buyer to the Escrow Agent at or prior to the Closing (as defined below in Section 4) in immediately available U.S. funds by wire transfer to Escrow Agent (“**Cash Balance**”) to be delivered to Seller at Closing.

2.3. **Additional Consideration – Back Up Utility Facilities to County Water and Sewer Plant.** Buyer anticipates constructing a new electrical substation (“**Substation**”) on the Property after Closing. As further consideration for Seller entering into this Agreement, and in the event Buyer closes on the Property and builds the Substation thereon, after Closing, Buyer, at Buyer’s sole cost and expense, agrees to install an express feeder cable (“**Back-Up Feeder Cable**”) from the Substation to Seller’s existing water and sewer plant located at 10001 N. Wickham Road, Viera, Florida (“**Plant**”) to be connected to and to serve as back-up power to the Plant. The Back-Up Feeder Cable shall be

installed within Buyer's existing transmission easement as more particularly set forth on attached Exhibit B no later than December 31, 2023. The cost of the Back-Up Feeder Cable (including installation) is estimated to be approximately Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00). At Closing, Buyer agrees to deposit with Escrow Agent the additional sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) ("**Escrowed Funds**") to evidence funds to pay for the Back-Up Feeder Cable. It is anticipated that Buyer's construction of the Back-Up Feeder Cable will be completed and become operational around the same time the Substation is completed and becomes operational. Buyer shall notify Seller when the Back-Up Feeder Cable is completed and operational ("**Notice of Completion**"). The Escrowed Funds will be held in escrow after the Closing in accordance with the escrow agreement attached hereto as Exhibit C ("**Escrow Agreement**"), which Escrow Agreement shall be executed by the parties concurrently with the Closing. This Section shall survive closing.

3. **Time for Acceptance & Effective Date.** This offer shall expire and become null and void unless Buyer receives a fully executed counterpart from Seller on or before September 14, 2021 at 5:00 p.m., Eastern Time, whereupon after that time, this Agreement shall be null and void and of no further force and effect unless the parties otherwise agrees to extend such time period. Execution and delivery shall be defined as the receipt of the fully executed Agreement by Buyer by means of the U.S. Mail, delivery by a nationally recognized overnight delivery service, hand delivery or email transmission. In the event delivery is by email transmission, the party delivering this Agreement shall deliver to the other party an original copy of the fully executed Agreement within two (2) business days from the date of such email transmission; provided, however, failure to do so shall not affect the validity of the execution and delivery of this Agreement. The date of this Agreement, for purposes of performance, shall be the date when the last one of Seller or Buyer has signed this Agreement, as stated on the signature page (the "**Effective Date**").

4. **Closing.** This transaction shall be closed and the deed, other closing instruments and possession shall be delivered to Buyer on or before thirty (30) days after the expiration of the Inspection Period ("**Closing**" or "**Closing Date**"), unless extended by other provisions of this Agreement. The precise time and place of Closing shall be determined by Buyer in a location to be designated by Buyer before the Closing Date or Buyer shall have the right to effect the Closing via a "mail away" closing (i.e. in which funds are sent via wire transfer and closing documents are delivered via overnight delivery or courier delivery service to the Escrow Agent).

5. **Documents for Closing.** At Closing, Seller shall execute and deliver to Buyer the following closing documents:

(i) a good and sufficient deed ("**Deed**") in form of Exhibit D attached hereto and by this reference made a part hereof, subject only to the Permitted Exceptions (as defined below in Section 8.1), in proper form for recording;

(ii) a construction and mechanics' lien affidavit in the usual and customary form, certifying that there are no construction or mechanics' liens affecting the Property, and that no person, firm or corporation is entitled to maintain a construction or mechanics' lien against the Property and further certifying that as of the date of Closing, no person, firm or corporation is in possession of the Property, or is entitled to possession thereof, except for Buyer, with "gap" language, certifying, among other things, that there are no matters pending against Seller that could give rise to a lien or encumbrance affecting the Property, and that Seller has not transferred title to the Property or leased the Property or encumbered or otherwise dealt with title to the Property, since the most recent effective date of the title commitment, such affidavit to be in form, substance and content sufficient to enable the title insurance company to insure Buyer as the owner of the Property simultaneously with the delivery of the Deed and other closing documents and satisfactory to delete the standard exceptions;

(iii) a non-foreign affidavit of Seller asserting that Seller is not a foreign person or foreign entity within the meaning of Section 1445(f) of the Internal Revenue Code;

(iv) an appropriate bill of sale with warranty of title for all personal property included in this transaction;

(v) appropriate assignments of all leases, deposits, licenses, easements, rights-of-way, contract rights, guarantees and warranties, intangible rights and other property and rights included in this transaction;

(vi) a certificate of representations and warranties;

(vii) the Escrow Agreement;

(viii) Temporary Construction Easement (as defined in Section 40 below);

(ix) Utility Easement (as defined in Section 41 below);

(x) all keys, combination to locks and the like with respect to the Property; and

(xi) all other documents or things reasonably required to be delivered to Buyer or by the Title Agent to evidence Seller's ability to transfer the Property to Buyer.

At Closing, Seller and Buyer shall each execute counterpart closing statements and such other documents as are reasonably necessary to consummate this transaction.

6. **Expenses.** The parties shall bear the following costs:

6.1. **Seller Expenses.** Seller shall be responsible for payment of the following: (i) the costs of recording any instruments or documents necessary to clear title; (ii) its prorata share of real estate taxes and assessments levied on the Property for the year of Closing, if any; and (iii) any other expense expressly agreed in this Agreement to be paid by Seller.

6.2. **Buyer Expenses.** Buyer shall be responsible for payment of the following: (i) state surtax and documentary stamp taxes which are required to be affixed to the Deed; (ii) the recording costs on the Deed; (iii) the premiums and any other related fees and costs of examining title and obtaining the title commitment and owner's title insurance policy for the amount of the Purchase Price, including applicable tax and lien searches; (iv) the Survey; (v) all costs and expenses in connection with Buyer's due diligence investigation; (vi) Escrow Agent's settlement fees; and (vii) any other expense agreed in this Agreement to be paid by Buyer.

7. **Prorations.** Real estate taxes, personal property taxes, assessments, property owner assessments and all items of income (if any) and expense regarding the Property shall be prorated as of the date of Closing. The proration shall be based upon the previous year's taxes, if the current year's assessment is not available. Seller shall pay all assessments and liens for public improvements against the Property, if any, which are as of the Effective Date certified liens. Buyer shall assume and pay all assessments and liens, if any, for public improvements which become certified subsequent to the Effective Date. Either party may request and shall be entitled to a re-proration of taxes when the actual amount for the year of Closing is levied.

8. **Title.**

8.1. **Title Commitment.** Within thirty (30) days after the Effective Date, Buyer, at Buyer's expense, shall obtain a title commitment for an owner's title insurance policy from Title Agent in favor of Buyer in the amount of the Purchase Price, together with copies of all instruments and documents which appear as title exceptions on such title commitment. The title commitment and any endorsement thereof shall show Seller to be vested with good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and other matters, except only the following (collectively, the "**Permitted Exceptions**"): (i) ad valorem real estate taxes for the year of Closing and subsequent years; (ii) all applicable zoning ordinances and regulations, none of which shall prohibit or otherwise interfere with all uses presently being made of the Property; and (iii) restrictions or matters appearing on the plat, which shall not prohibit or otherwise interfere with all uses presently being made of the Property.

8.2. **Title Defects.** If Buyer finds any title matters set forth in the title commitment objectionable, such objections shall be specified in writing and delivered to Seller within thirty (30) days after Buyer's receipt of the title commitment ("**Title Defects**"), which may include any unrecorded leases disclosed by the Seller in accordance with this Agreement, and Seller shall cure such Title Defects prior to the Closing Date. If Seller is incapable of curing such Title Defects prior to the Closing Date, Seller shall notify Buyer of its incapability, and Buyer shall have five (5) days after the receipt of Seller's notice to either (i) waive any uncured Title Defects and proceed to Closing and the parties shall agree at that time on any appropriate reduction to the Purchase Price (in which event the remaining Title Defects along with all other matters that appear on the title commitment and the Survey, shall be deemed "**Permitted Exceptions**"), or (ii) terminate this Agreement upon written notice to Seller, whereupon Buyer shall receive the return of its Deposit, together with earned interest thereon, if any, and upon the return of same, this Agreement shall be deemed terminated and of no further force and effect and Seller and Buyer shall be released and relieved from any further liability or obligation hereunder except for matters specifically provided herein to survive the termination hereof.

8.3. **Title Update.** Buyer shall cause the title commitment and Survey to be updated to a date as near as practicable to the Closing Date and if the updated title commitment or updated Survey reflect any additional changes that are not caused by Buyer, Seller shall be required to cure same prior to the Closing Date, and if Seller is unable to do so prior to the Closing Date, the Closing Date will be extended for a reasonable period of time, not to exceed thirty (30) days, in order to allow Seller time to cure same exercising all commercially reasonable efforts. If Seller is incapable of curing such Title Defects prior to the Closing Date, as same may be extended as set forth above, Seller shall notify Buyer of its incapability, and Buyer shall have five (5) days after the receipt of Seller's notice to either (i) waive any uncured Title Defects and proceed to Closing and receive a reduction to the Purchase Price, or (ii) terminate this Agreement upon written notice to Seller, whereupon Buyer shall receive the return of its Deposit, together with earned interest thereon, if any, and upon the return of same, this Agreement shall be deemed terminated and of no further force and effect and Seller and Buyer shall be released and relieved from any further liability or obligation hereunder except for matters specifically provided herein to survive the termination hereof.

Notwithstanding the foregoing, Seller shall be obligated to cure all liens (mechanics' or otherwise), mortgages and any other items of ascertainable monetary amounts, except those created or arising by, through or under Buyer, if any, prior to Closing, and for these purposes, Seller may utilize all or a portion of the Purchase Price when paid at Closing to satisfy the same.

9. **Survey.** Within thirty (30) days after the Effective Date, Buyer, at Buyer's expense, shall obtain and examine a survey of the Property ("**Survey**") by a surveyor licensed to practice as such in the State of Florida showing and certifying the exact location and legal description and acreage of the Property and notify Seller of any survey objections within the said same time period and in the same manner as Buyer has to make its Title Defects as set forth above. Survey objections, if any, shall be treated in the same manner as Title Defects are treated herein.



10. **Deliveries; Existing Leases.** Within ten (10) days after the Effective Date, Seller shall, to the extent within Seller's possession or control, deliver to Buyer true, correct and complete copies of Seller's prior title insurance policy, existing survey, and existing Phase I environmental site assessment report, permits, and any other relevant information pertaining to the Property. Seller represents and warrants that there are no leases, permits, or licenses of any type (oral or written) affecting the Property, or any portion thereof. Seller shall deliver exclusive possession of the Property to Buyer at Closing.

11. **Inspection Period.** Buyer shall have one hundred eighty (180) days after the Effective Date ("**Inspection Period**") to enter upon the Property for the purpose of inspecting same, making surveys, maps, contour studies, engineering studies, conducting test borings, other subsurface soil tests and the like that Buyer deems necessary and appropriate in its sole discretion. Buyer, in its sole discretion, shall have the right to terminate this Agreement for any reason or no reason whatsoever at any time prior to the expiration of the Inspection Period upon delivering written notice to Seller, whereupon Buyer shall receive a return of its Deposit and Buyer and Seller shall be released and relieved from any further liability or obligation hereunder except for matters specifically provided to survive the termination of this Agreement.

Seller hereby grants Buyer and Buyer's engineers, consultants, architects, agents and designees, the right to go upon the Property for the purposes of conducting such surveys, inspections, tests, soil borings and other investigatory activities with respect to the Property, as may be reasonable and appropriate in order for Buyer to make its determination of whether or not it elects to proceed to Closing. When such inspections have been completed, Buyer will restore the Property to substantially the same condition as existed before such entry. Buyer agrees to indemnify and save and hold Seller harmless from and against any loss, damage, liability, claim or obligation of any kind or nature whatsoever which Seller may incur or which may be asserted against the Property or Seller as a result of Buyer's activities upon or relating to the Property during the Inspection Period. This indemnification obligation shall survive the Closing or earlier termination of this Agreement.

Following the Inspection Period, and until the Closing Date, Buyer and Buyer's agents, engineers, surveyors and other consultants may continue to enter upon the Property at any reasonable time while this Agreement remains in effect in order to conduct such investigations, surveys, studies, tests and analyses as Buyer may reasonably deem necessary or appropriate.

12. **Intentionally Deleted.**

13. **Seller's Representations, Warranties and Covenants.** Seller represents and warrants to Buyer and covenants and agrees with Buyer as of the Effective Date and as of the Closing as follows:

(i) At Closing, Seller will convey to Buyer good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions;

(ii) There are no parties in possession or entitled to possession of any portion of the Property other than Seller;

(iii) There are no leases encumbering the Property. Further, Seller shall not enter into any lease regarding the Property;

(iv) There are no contracts or agreements encumbering the Property and Seller shall not enter into any new contracts or agreements;

(v) To the best of Seller's knowledge, no hazardous substance or toxic waste are or have been stored upon, or contaminate, the Property or used in connection with the Property, nor, are any hazardous substances or toxic waste or other pollutants contained upon or under the Property or being discharged from the Property directly or indirectly into any body of water. Seller knows of no underground tank located on or under the Property;

(vi) (a) To the best of Seller's knowledge, the Property and its use complies with all currently applicable laws, requirements, codes, orders, ordinances, rules and statutes, including, without limitation, those currently relating to fire safety, environmental protection, conservation, zoning and building (collectively referred to as "**Laws and Regulations**"), and (b) there are no actual, or to the best of Seller's knowledge, threatened or contemplated, suits, actions or proceedings with respect to all or part of the Property (I) for condemnation, (II) alleging any violation of any currently applicable Laws and Regulations, or (III) which could result in a lien or lis pendens affecting all or any part of the Property;

(vii) Seller will deliver to Buyer copies of all licenses, permits, approvals and other governmental documentation relating to the Property evidencing compliance or noncompliance with applicable Laws and Regulations, and applicable restrictive covenants, if any, and copies of all notices received and any other information and documentation in Seller's possession and relating to, or affecting, any of Seller's representations and warranties herein or the Property;

(viii) Seller's warranties and representations shall be true and correct as of the date hereof and as of the Closing Date as if made on the Closing Date;

(ix) During the period between the date of this Agreement and Closing, Seller shall continue to operate and manage the Property in a prudent and businesslike manner consistent with its operation and management prior to the date of this Agreement. Seller shall: (a) continue to maintain all of the present services to the Property, (b) make all repairs and replacements in the ordinary course of business to the Property, and (c) not remove any of the personal property from the Property except in replacement of same. In addition, Seller shall make all payments due prior to Closing in connection with the Property, including all utility payments and payments on any other obligations affecting the Property;

(x) Seller shall comply prior to Closing with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property. Seller shall be responsible for and shall promptly pay all amounts owed for labor, materials supplied, services rendered and/or any other bills or amounts related to Seller and Seller's ownership and/or operation of the Property prior to Closing;

(xi) Prior to Closing, no portion of the Property or any interest therein shall be alienated, encumbered, conveyed or otherwise transferred;

(xii) Seller shall not cause or permit to be caused any adverse change in status of title or survey to the Property or circumstances or conditions affecting the Property or its prospective use. In the event Seller takes any action or permits any change to be taken which shall adversely affect the status of title or survey to the Property or circumstances or conditions affecting the Property or its prospective use, Seller shall cure such defect prior to the Closing Date, which may be extended for a commercially reasonable period of time, but in no event more than thirty (30) days, in order to allow Seller a reasonable amount of time to cure, using good faith diligent efforts;

(xiii) Seller has no knowledge that any commitment has been made to any governmental authority, utility company, school board, church or other religious body, homeowners' association or any other organization, group or individual relating to the Property which would impose an

obligation on Buyer to make any contributions or dedications of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property;

(xiv) Seller shall cooperate fully with Buyer and execute all documents required by Buyer or governmental or quasi-governmental authority, if any, for the purpose of securing any permits, land use change, re-zoning, zoning variance or special use for the Property; and

(xv) Seller shall disclose promptly to Buyer in writing any condition or event arising or occurring after the Effective Date that becomes known to Seller and that contradicts any representation or warranty of Seller set forth herein or otherwise affects the marketability of title to the Property.

This section shall survive Closing.

14. **Zoning Variance or Special Use Approval.** Seller and Buyer agree that Buyer's obligation to consummate the purchase contemplated in this Agreement shall be subject to the approval by the appropriate governmental or quasi-governmental authority of any zoning variance, FAA, or special use approval required to construct and operate an electric utility substation and all customary appurtenant activities and facilities on the Property and the expiration of all appeal periods with respect thereto ("**Governmental Approvals**"). Seller agrees that it shall cooperate fully with Buyer's requests pertaining hereto, at no expense to Seller, and sign all documents required, if any, for the purpose of securing said zoning variance or special use. Buyer shall be responsible for taking all necessary actions, at its sole cost and expense, associated with obtaining all of Buyer's permits and approvals required by applicable governmental agencies to consummate this transaction, including those associated with lot splits.

In the event that all required and necessary Governmental Approvals are not obtained prior to the expiration of the Inspection Period, Buyer shall have the option, in its sole discretion, to either: (i) extend the Inspection Period for an additional ninety (90) days upon giving written notice to Seller prior to expiration of the scheduled Inspection Period, (ii) terminate this Agreement, whereupon the parties shall be released of all further obligations each to the other, except those that are stated to specifically survive termination of this Agreement, and the Deposit shall be returned to Buyer subject to provisions herein; or (iii) waive the condition for Governmental Approvals and proceed to Closing.

In the event that all required and necessary Governmental Approvals are not obtained prior to the expiration of the extended Inspection Period, if exercised above, Buyer shall have the option, in its sole discretion, to either: (i) terminate this Agreement, whereupon the parties shall be released of all further obligations each to the other, except those that are stated to specifically survive termination of this Agreement, and the Deposit shall be returned to Buyer subject to provisions herein; or (ii) waive the condition for Governmental Approvals and proceed to Closing.

15. **Conditions Precedent.** It shall be a condition precedent to Buyer's obligation to purchase the Property and to perform its other obligations hereunder that each and every one of the conditions set forth under this section shall have been satisfied at or before Closing, except for any such condition waived in writing by Buyer, in whole or in part: (i) Seller shall have timely performed each and every one of its respective obligations under this Agreement to be performed by it at or prior to Closing; (ii) Buyer shall require any title exceptions for the Property in connection with oil, mineral, gas and/or similar reservations to be deleted from the title commitment or modified to reflect that the "Right of Entry" has been released prior to Closing; and (iii) Seller's warranties and representations set forth in this Agreement shall have been true and correct when made and shall be true and correct on the Closing Date. This Section shall survive Closing.

16. **Remedies on Default of Buyer.** In the event Buyer fails to perform any of its obligations under the terms of this Agreement in a timely manner as set forth herein, and such failure

continues for fifteen (15) days after receipt of written notice thereof from Seller, Seller may declare Buyer in default. In the event of such default by Buyer, Seller may, as its sole and exclusive remedy, terminate this Agreement upon notice to Buyer, whereupon the Deposit shall be paid to Seller as liquidated and agreed upon damages, consideration for the execution of this Agreement, and the parties shall be relieved of all further obligations under this Agreement except those that are specifically stated herein to survive termination hereof. Seller and Buyer agree that the actual damages to Seller in the event of Buyer's breach are impractical to ascertain as of the date of this Agreement and the amount of the Deposit is a reasonable estimate thereof.

17. **Remedies on Default of Seller.** In the event Seller fails to perform any of its obligations under the terms of this Agreement in a timely manner as set forth herein, and such failure continues for fifteen (15) days after receipt of written notice thereof from Buyer, Buyer may declare Seller in default. In the event of a default by Seller under this Agreement, Buyer, at its option, may either (i) terminate this Agreement, whereupon Escrow Agent shall return to Buyer the Deposit, together with any interest earned thereon, if any, and whereupon the parties shall be relieved of all further obligations hereunder, except those that are stated to specifically survive termination of this Agreement, or (ii) seek specific performance of Seller's obligations hereunder. In the event specific performance is not available to Buyer as a result of an intentional act of Seller, Buyer shall be entitled to such remedies as may be allowed pursuant to the laws of the State of Florida. This Section shall survive Closing or the early termination of this Agreement.

18. **Condemnation.** In the event of the institution of any proceedings, or if subject to a bona fide threat of such proceedings, judicial, administrative or otherwise, which shall relate to the proposed taking of any portion of the Property by eminent domain, Buyer may either cancel this Agreement, whereupon the Deposit shall be returned to Buyer and this Agreement thereupon shall be of no further force and effect, or elect to purchase the Property. If Buyer elects to purchase the Property, Buyer shall be entitled to that portion of any award, damages, settlement or other consideration paid or to be paid in connection with such taking or sale to which Buyer would have been entitled had it been the owner of the Property prior to such taking, sale, or threat of taking.

19. **Brokerage.** The parties hereby each represent and warrant to the other that no broker or finder has been engaged by it in connection with this transaction. In the event any claim for any brokerage commission or fee is asserted against Seller or Buyer in connection with this transaction from anyone, the party at fault shall indemnify, save harmless and defend the other party from and against such claim (including reasonable attorney, paralegal and expert fees and disbursements in all proceedings and at all levels of proceedings). This section shall survive Closing or termination of this Agreement.

20. **Intentionally Deleted.**

21. **Successors and Assigns.** This Agreement, when duly executed by all parties, shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their heirs, executors, successors and assigns.

22. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties and there are no other agreements, representations or warranties other than as set forth herein, and supersedes all prior discussions, negotiations and agreements between the parties, whether oral or written. This Agreement may not be changed, altered or modified except by an instrument in writing duly signed by both parties.

23. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.



24. **Notices.** Any notices required or permitted to be given under this Agreement shall be delivered by hand, by e-mail providing a transmission receipt or delivered by a nationally recognized overnight delivery service, and addressed as described below; notices shall be deemed effective only upon receipt or refusal of delivery or, if by e-mail sent after 5:00 p.m. on the next ensuing business day after transmission:

Seller:	Brevard County 2725 Judge Fran Jamieson Way Viera, Florida 32940 Attn: Office of the County Attorney
Buyer:	Florida Power & Light Company 425 N. Williamson Boulevard Daytona Beach, Florida 32174 Attn: Meier Wise, Corporate Real Estate Manager
With Copy To:	Florida Power & Light Company 700 Universe Boulevard (Law/JB) Juno Beach, Florida 33408 Attn: Seth S. Sheitelman, Esq.
To Escrow Agent:	DPW Law Firm 3507 Kyoto Gardens Drive Palm Beach Gardens, Florida 33410

25. **Insertion of Corrections or Modifications.** Typewritten or handwritten provisions inserted on this Agreement or on the exhibits hereto (and initialed by both parties) shall control all printed provisions in conflict therewith.

26. **Time.** Time is of the essence in this Agreement. Unless expressly stated otherwise, all time periods herein shall be calculated using calendar days. For purposes of this Agreement, any time period that falls on a Saturday, Sunday or legal holiday under laws of the State of Florida, will be extended to the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time where the Property is located.

27. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Agreement. A facsimile or similar electronic transmission of a counterpart signed by a party hereto shall be regarded as an original signed by such party for all purposes.

28. **Assignment.** The rights of Buyer hereunder may not be assigned by the Buyer, except to its parent, subsidiary or affiliate, without the expressed written consent of the Seller which consent shall not be unreasonably withheld, conditioned or delayed. In the event of an assignment, Buyer shall be released from any and all of its obligations hereunder.

29. **Recordation.** This Agreement shall not be recorded in any public records by either party hereto.

30. **Advice of Counsel.** Each party acknowledges that it has been advised, or has had the opportunity to be advised, by its own counsel with respect to the transaction governed by this Agreement.

31. **Jurisdiction; Jury Trial Waiver.** ALL DISPUTES BETWEEN BUYER AND SELLER ARISING UNDER OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY IN THE FEDERAL OR STATE COURTS IN BREVARD COUNTY, FLORIDA; AND EACH PARTY HERETO SUBMITS TO THE JURISDICTION OF SUCH COURTS AND WAIVES ANY OBJECTION TO THE VENUE AND JURISDICTION OF SUCH COURTS. BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. BUYER ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO SELLER IN ENTERING INTO THIS AGREEMENT AND THAT BUYER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

32. **Radon Gas.** Pursuant to Florida Statutes Section 404.056(5), Seller hereby makes, and Buyer hereby acknowledges, the following notification:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

33. **Risk of Loss.** The Property shall be conveyed to Buyer in the same condition as on the Effective Date of this Agreement, ordinary wear and tear excepted, free of all tenancies or occupancies. Risk of loss to the Property between the Effective Date and the Closing Date, shall be upon the Seller and the doctrine known as the "Doctrine of Equitable Conversion" shall not be applicable to this transaction.

34. **Construction.** This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially in the negotiation and preparation of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

35. **Headings and Gender.** All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

36. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

37. **Confidentiality.** Buyer and Seller agree to treat all information received with respect to the Property, whether such information is obtained from Seller or from Buyer's due diligence investigations, in a confidential manner. Neither Buyer nor Seller shall disclose any such information to

any third parties, other than such disclosure to Seller or Buyer's counsel, consultants, accountants and advisers as may be required in connection with the transactions contemplated hereby (such disclosure to be made expressly subject to this confidentiality requirement) or as otherwise required to disclose by law. Except for Buyer's securing any land use change, re-zoning, zoning variance or special use, or permit(s) for the Property in accordance with Section 13 above, Seller and Buyer agree to keep this Agreement confidential and not make any public announcements or disclosures with respect to the subject matter of this Agreement prior to Closing without the written consent of the other party. As a material inducement to Buyer entering into this Agreement, Seller agrees to keep the name of the Buyer confidential and not make any public announcements or disclosures with respect to Buyer's identity prior to Closing without the written consent of Buyer.

38. **Escrow Agent.** The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross negligence or willful misconduct. The parties hereby indemnify and hold the Escrow Agent harmless from and against any loss, liability, claim or damage whatsoever (including reasonable attorneys' fees and paralegals' fees and court costs at trial and all appellate levels) the Escrow Agent may incur or be exposed to in its capacity as escrow agent hereunder except for gross negligence or willful misconduct; provided, however, nothing in this Section shall be construed as altering or impacting in any way the Seller's sovereign immunity under Florida Statute Section 768.28, and the protections, limitations, and dollar thresholds afforded thereunder. If there be any dispute as to disposition of any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead said amount or the entire proceeds with any court of competent jurisdiction and thereby be released from all obligations hereunder. The Escrow Agent shall not be liable for any failure of the depository.

39. **OFAC.** Seller represents and warrants that Seller is not barred from doing business with U.S. entities pursuant to the U.S. Department of Treasury's Office of Foreign Asset Control ("OFAC"), including OFAC's Specially-Designated-Nationals ("SDN") list and lists of known or suspected terrorist organizations. If Buyer identifies or is informed that Seller is a valid match for OFAC's SDN list, then this Agreement is void, and the parties shall cancel and revoke this Agreement immediately. In the event of cancellation or revocation of this Agreement under this provision, Buyer shall immediately contact OFAC to report the transaction and the Deposit shall be immediately returned to Buyer.

40. **Temporary Construction Easement.** As further consideration for Seller entering into this Agreement, Buyer, at Buyer's sole cost and expense, agrees to install a swale on a portion of Seller's remainder property located adjacent to and contiguous with the Property. Seller agrees to grant Buyer a temporary construction easement on Seller's remainder real property in the form of attached Exhibit E ("**Temporary Construction Easement**") for the purpose of Buyer, at buyer's sole cost and expense, constructing a swale in the location as more particularly depicted and described on attached Exhibit E ("**Temporary Easement Area**"). Buyer shall deliver the legal description and sketch of the Temporary Easement Area to Seller together with the Survey for the Property prior to Closing. At Closing, Seller shall deliver to Buyer an original duly executed, witnessed and notarized copy of the Temporary Construction Easement.

41. **Utility Easement.** At Closing, Seller agrees to grant Buyer a perpetual easement on a portion of Seller's Plant real property in a location to be mutually agreed upon by the parties prior to Closing for the purposes of Buyer's installation, operation, maintenance, repair and/or replacement of the Back-Up Feed Cable in the form of attached Exhibit F ("**Utility Easement**"). Once the easement area is mutually agreed upon by the parties, Seller shall deliver the legal description and sketch of the easement area to Buyer prior to Closing. At Closing, Seller shall deliver to Buyer an original duly executed, witnessed and notarized recordable copy of the Utility Easement to record in the Public Records at Closing at Seller's expense.

(Remainder of page intentionally left blank to allow for signatories)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, all of which has been done on the date shown below for each party.

**Seller:**

Brevard County, a political subdivision  
of the State of Florida

Reviewed for legal form and content:

Christine M Schwerak

(Assistant) County Attorney

By:

Name: Rita Pritchett

Title: Chair to Brevard County Board of  
County Commissioners

Signed by Seller: August 3, 2021

As approved by the Board 8-3-2021

**Buyer:**

Florida Power & Light Company,  
a Florida corporation

By:

Name: Deborah H. Caplan

Title: Executive Vice President, Human Resources and  
Corporate Services

Signed by Buyer: July 12, 2021

**AGREED TO AND ACCEPTED:**

**Escrow Agent:**

DPW Law Firm

By:

Name: Daniel P. Wurtenberger

Title: Partner

Date: \_\_\_\_\_, 2021



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, all of which has been done on the date shown below for each party.

**Seller:**


Brevard County, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed by Seller: \_\_\_\_\_, 2021

**Buyer:**

Florida Power & Light Company,  
a Florida corporation

By:   
Name: Deborah H. Caplan  
Title: Executive Vice President, Human Resources and  
Corporate Services

Signed by Buyer: July 12 , 2021

**AGREED TO AND ACCEPTED:**

**Escrow Agent:**  
DPW Law Firm

By: \_\_\_\_\_  
Name: Daniel P. Wurtenberger  
Title: Partner

Date: \_\_\_\_\_, 2021

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, all of which has been done on the date shown below for each party.

**Seller:**

Brevard County, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed by Seller: \_\_\_\_\_, 2021

**Buyer:**

Florida Power & Light Company,  
a Florida corporation

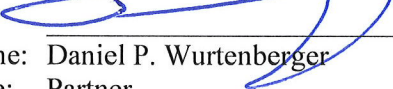
By: \_\_\_\_\_  
Name: Deborah H. Caplan  
Title: Executive Vice President, Human Resources and  
Corporate Services



Signed by Buyer: \_\_\_\_\_, 2021

**AGREED TO AND ACCEPTED:**

**Escrow Agent:**  
DPW Law Firm

By:  \_\_\_\_\_  
Name: Daniel P. Wurtenberger  
Title: Partner

Date: July 20, 2021

**EXHIBIT A**  
**To Purchase and Sale Agreement**

**Legal Description**

**Brevard Parcel Identification Number: a portion of 26-36-18-00-4**

**LEGAL DESCRIPTION**

**PARCEL # N/A**

PARENT PARCEL ID#: 26-36-18-00-4

PURPOSE: Property Conveyance

**EXHIBIT "A"**

**SHEET 1 OF 2**

**NOT VALID WITHOUT SHEET 2 OF 2**

**THIS IS NOT A SURVEY**

**LEGAL DESCRIPTION:** PARCEL # (PREPARED BY SURVEYOR)

A parcel of land lying within Section 18, Township 26 South, Range 36 East, Brevard County, Florida, more particularly described as follows:

From the Northeast Corner of Section 18; thence South 00°35'19" East along the East line of Section 18 a distance of 3,776.12 feet; thence South 89°36'07" West, 95.96 feet to the Southeast corner of the South Parcel (as described in Official Records Book 5262, Page 3838, Public records of Brevard County, Florida), also being a point on the West line of a 110 foot Florida Power and Light easement (as recorded in Official Records Book 97, pages 646 and 647, Public records of Brevard County, Florida) and the POINT OF BEGINNING;

Thence continue South 89°36'07" West, a distance of 890.20 feet; thence North 00°25'33" West, a distance of 490.00 feet; thence North 89°36'07" East, a distance of 890.20 feet to a point on said Western line of the 110 foot Florida Power & Light easement; thence South 00°25'33" East, along said Western easement line, a distance of 490.00 feet to the POINT OF BEGINNING.

Containing 10.014 acres, 436,198 square feet, more or less.

**SURVEYORS NOTES:**

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

NO TITLE WORK WAS FURNISHED.



**Digitally signed by  
Thomas P Kiernan  
Date: 2021.03.16  
13:53:35 -04'00'**

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

THOMAS P. KIERNAN, PSM 6199  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY:



DRAWN BY: GLM

CHECKED BY: TPK

PROJECT NO. 19-250

REVISIONS

DATE

DESCRIPTION

3-16-2021

REVISED LEGAL DESCRIPTION  
AND AREA

DATE: 3-18-2021

DRAWING: 19-250 s&d 1

SECTION 18  
TOWNSHIP 26 SOUTH  
RANGE 36 EAST

# SKETCH OF DESCRIPTION

**PARCEL # N/A**

PARENT PARCEL ID#: 26-36-18-00-4

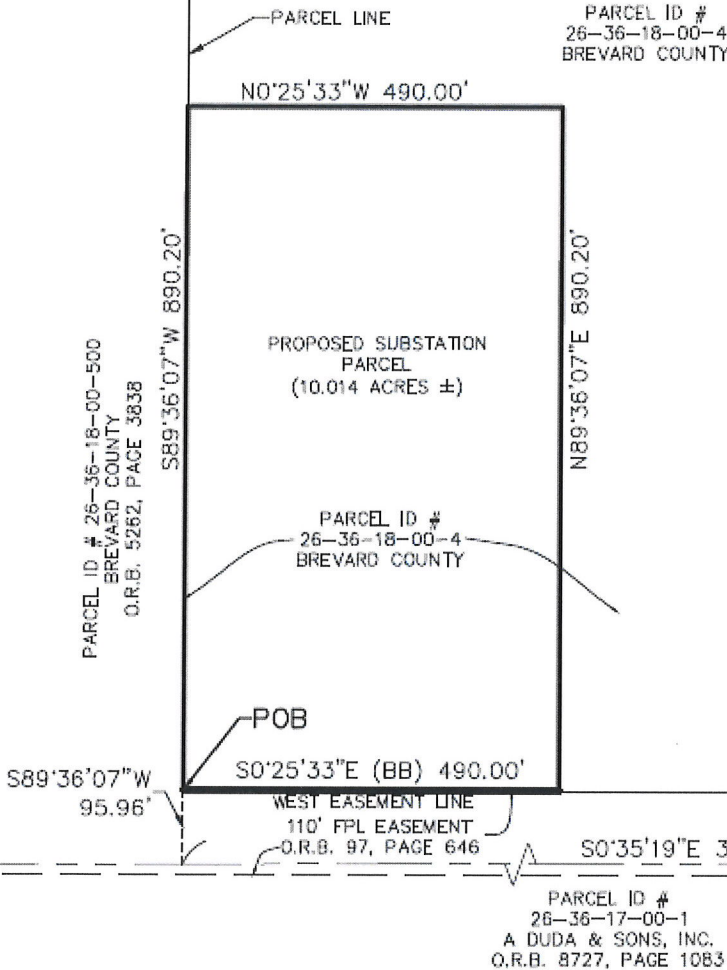
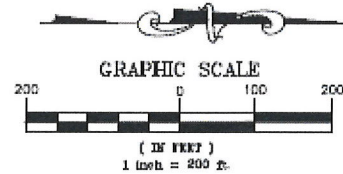
PURPOSE: Property Conveyance

**EXHIBIT "A"**

**SHEET 2 OF 2**

NOT VALID WITHOUT SHEET 1 OF 2#

**THIS IS NOT A SURVEY**



(BB) = BASIS OF BEARING  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PLS = PROFESSIONAL LAND SURVEYOR

BEARINGS SHOWN HEREON ARE  
RELATIVE TO THE WEST EASEMENT  
LINE OF DEED CALL OF A 110' FPL  
EASEMENT AS RECORDED IN OFFICIAL  
RECORDS BOOK 97, PAGE 646,  
PUBLIC RECORDS OF BREVARD  
COUNTY, FLORIDA, HAVING A BEARING  
OF S00°25'33"E

PARCEL ID #  
26-36-18-00-4  
BREVARD COUNTY  
O.R.B. 4203, PAGE 2463

PREPARED BY:



SCALE:

1"=200'

PROJECT NO.:

19-250

SECTION 18

TOWNSHIP 26 SOUTH

RANGE 36 EAST



**EXHIBIT B**  
**To Purchase and Sell Agreement**

**Easement for Installation of the Back-Up Feeder**

Right of Way Agreement granted by A. Duda and Sons, Incorporated to Florida Power & Light Company dated April 14, 1958 and recorded on April 21, 1958 in Official Records Book 97, Page 646 of the Public Records of Brevard County, Florida

## EXHIBIT C

### Form Escrow Agreement

### ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Brevard County, a political subdivision of the State of Florida ("Seller"), Florida Power & Light Company, a Florida corporation ("Buyer"), and DPW Law Firm ("Escrow Agent"):

### RECITALS

Whereas, Seller and Buyer entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_, 2021 ("Agreement") relating to the sale and purchase of that certain real property located in Brevard County, Florida more particularly described in the Agreement (the "Property");

Whereas, as more particularly described in the Agreement, Buyer, at its sole cost and expense, has agreed to install a Back-Up Feeder Cable (as defined in the Agreement) from Buyer's Substation (as defined in the Agreement) to Seller's Plant (as defined in the Agreement) to connect to and to serve as back-up power to the Plant no later than December 31, 2023 (Completion Date) in accordance with the terms of the Agreement;

Whereas, to secure Seller's obligations under the Agreement, Seller has agreed to deposit in escrow with Escrow Agent, the additional sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) ("Escrowed Funds") at Closing together with Purchase Price; and

Whereas, the Escrowed Funds will be deposited in escrow with Escrow Agent to be held and disbursed as provided herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1.**      **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference.

**Section 2.**      **Deposit of Escrowed Funds.** Contemporaneously with the execution of this Escrow Agreement:

1. Seller shall deposit the Escrowed Funds with Escrow Agent at Closing.
2. Escrow Agent hereby accepts its appointment as escrow agent to hold the Escrowed Funds upon the terms and conditions as set forth in this Escrow Agreement.
3. The Escrow Funds will be held by Escrow Agent in a non-interest bearing account.

**Section 3.**      **Disbursement of Escrow Funds.**

Upon receipt of the Notice of Completion (as defined in the Agreement), Escrow Agent shall release the Escrowed Funds to Buyer. In the event that Buyer has not

installed the Back-Up Feeder Cable from Buyer's Substation to Seller's Plant by December 31, 2023, Buyer shall forfeit its rights to the Escrowed Funds, and upon Seller's written request to Escrow Agent, the Escrowed Funds shall be released to Seller.

**C. Written Authorization and Instruction to Disburse from Seller and Buyer**

Escrow Agent shall only be obligated and authorized to disburse the Escrowed Funds in accordance with this Section 3, or other instructions executed by Buyer and Seller.

**Section 4. Limitation of Escrow Agent's Liability.** In the event of actual or potential dispute as to the rights of the parties hereto under this Escrow Agreement or the Escrowed Funds, the Escrow Agent may in its sole discretion, continue to hold the Escrowed Funds until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all monies held pursuant to this Escrow Agreement with the Clerk of Court, Brevard County, Florida, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of an account of any monies theretofore delivered out of escrow. In the event of any suit between Seller and Buyer wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the Escrowed Funds, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs against the non-prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for any action taken or omitted by Escrow Agent, including but not limited to any misdelivery of monies or instruments subject to this escrow, unless such misdelivery shall be due to breach in willful bad faith of this Escrow Agreement or gross negligence on the part of the Escrow Agent. Escrow Agent shall have the right to rely upon any written instructions provided by counsel for both Seller and/or Buyer and such instructions shall be binding on Seller and/or Buyer, respectively.

**Section 5. Severability.** If any provision of this Escrow Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions contained herein.

**Section 6. Amendment.** This Escrow Agreement may be modified or amended only by an instrument in writing executed by all parties hereto.

**Section 7. Governing Law.** The validity, interpretation and enforcement of this Escrow Agreement and all other documents and instruments executed in connection with this transaction shall be governed by and construed under the laws of the State of Florida.

**Section 8. Counterparts.** This Escrow Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original, and when so executed shall constitute one Agreement binding on all the parties hereto. For purposes of this Agreement an electronic signature shall be deemed an original.

**Section 9. Notices.** Any notices required or permitted to be given under this Escrow Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express), or sent by electronic delivery with a confirmed transmission, and addressed or sent as follows:

If to Seller:

Brevard County

If to Buyer:

Florida Power & Light Company

2725 Judge Fran Jamieson Way  
Viera, Florida 32940  
Attn: Office of the County Attorney

700 Universe Boulevard  
Juno Beach, Florida 33408  
Attn: Corporate Real Estate

With a Copy To:

Florida Power & Light Company  
700 Universe Boulevard (LAW/JB)  
Juno Beach, Florida 33408  
Attn: Seth S. Sheitelman, Esq.

Escrow Agent:

DPW Law Firm  
Attention: Dan Wurtenberger  
4500 PGA Boulevard, Suite 100  
Palm Beach Gardens, FL 33418  
Phone: 561-508-5642  
Email: dan@dpwlawfirm.com

Notices hereunder shall be deemed given when delivered to the addresses set forth above if sent by overnight courier or mail. Electronic notices shall be deemed given when sent with confirmation, provided that a counterpart of such notice is delivered within two (2) business days thereafter by overnight courier to the addresses provided above.

[Remainder of page intentionally left blank]



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



**Seller:**

Brevard County, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Buyer:**

Florida Power & Light Company,  
a Florida corporation

By:   
Name: Deborah H. Caplan  
Title: Executive Vice President  
Human Resources and Corporate Services 

**Escrow Agent:**

DPW Law Firm

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Seller:**

Brevard County, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Buyer:**

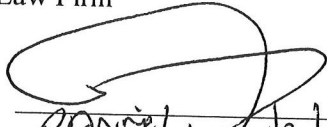
Florida Power & Light Company,  
a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SS

**Escrow Agent:**

DPW Law Firm

By:   
Name: Daniel Wenteby  
Title: Partner

**EXHIBIT D**  
**To Purchase and Sale Agreement**

**Form County Deed**

Prepared by and return to:  
Office of the County Attorney  
2725 Judge Fran Jamieson Way, Building C  
Viera, Florida 32940

**COUNTY DEED**  
(STATUTORY FORM - SECTION 125.411, Florida Statutes)

**THIS INDENTURE**, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and Florida Power & Light Company, a Florida corporation, whose address is 700 Universe Boulevard, Juno Beach, Florida 33408, Attention: Corporate Real Estate Department, party of the second part,

(Whenever used herein the terms “party of the first part” and “party of the second part” include all the parties to this instrument and their heirs, legal representatives, successors and assigns. “Party of the first part” and “party of the second part” are used for singular and plural, as the context requires and the use of any gender shall include all genders)

**WITNESSETH** that the said party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the following described land situate, lying and being in Brevard County, Florida to wit:

See Exhibit “A” attached hereto and by reference made a part hereof, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to 270.11(3), Florida Statutes.

**Property Appraiser’s Parcel Identification Number: a portion of 26-36-18-00-4.**

**THIS CONVEYANCE** is subject to all covenants, conditions, restrictions, rights of way, limitations, easements and similar matters of record, if any, but this reference shall not operate to reimpose same.

[Signatures appear on following page.]

**IN WITNESS WHEREOF** the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

RACHEL SADOFF  
CLERK TO THE BOARD

By: \_\_\_\_\_  
Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

County:

BREVARD COUNTY,  
a political subdivision of the State of Florida,  
by and through its Board of County  
Commissioners

By: \_\_\_\_\_  
Rita Pritchett, Chair

(Official Seal)



**Exhibit "A"**  
**To County Deed**

**Legal Description of the Property**

A parcel of land lying within Section 18, Township 26 South, Range 36 East, Brevard County, Florida, more particularly described as follows:

From the Northeast Corner of Section 18; thence South 00°35'19" East along the East line of Section 18 a distance of 3,776.12 feet; thence South 89°36'07" West, 95.96 feet to the Southeast corner of the South Parcel (as described in Official Records Book 5262, Page 3838, Public records of Brevard County, Florida), also being a point on the West line of a 110 foot Florida Power and Light easement (as recorded in Official Records Book 97, pages 646 and 647, Public records of Brevard County, Florida) and the POINT OF BEGINNING;

Thence continue South 89°36'07" West, a distance of 890.20 feet; thence North 00°25'33" West, a distance of 490.00 feet; thence North 89°36'07" East, a distance of 890.20 feet to a point on said Western line of the 110 foot Florida Power & Light easement; thence South 00°25'33" East, along said Western easement line, a distance of 490.00 feet to the POINT OF BEGINNING.

**EXHIBIT E**  
**To Purchase and Sale Agreement**

**Form Temporary Construction Easement**

**This instrument prepared by  
and after recording return to:**

Seth S. Sheitelman, Esq.  
Florida Power & Light Company  
700 Universe Boulevard (Law/JB)  
Juno Beach, Florida 33408

**Temporary Construction Easement**

**THIS TEMPORARY CONSTRUCTION EASEMENT (“Easement”)** is executed and effective this \_\_\_\_ day of \_\_\_\_\_, 2021 (**“Effective Date”**), by and between Brevard County, a political subdivision of the State of Florida (**“Grantor”**), whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, and Florida Power & Light Company, a Florida corporation (**“Grantee”**), whose address is 700 Universe Boulevard, Juno Beach, Florida 33408. Grantor and Grantee are sometimes individually referred to herein as a **“Party”** and collectively as the **“Parties.”**

1. **Grant of Easement.** Grantor, being the owner of that certain real property located in Brevard County, Florida as more particularly described in Exhibit A attached hereto and made a part hereof (**“Temporary Easement Area”**), for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, and Grantee’s employees, agents and contractors, a non-exclusive temporary construction easement in, on, over, under and across the Temporary Easement Area, for the purposes of constructing a swale, and the right of ingress to and egress from the Temporary Easement Area, including persons, vehicles, equipment, and materials.

2. **Term.** The term of this Easement (**“Term”**) shall commence on the Effective Date and automatically expire at midnight on the first (1<sup>st</sup>) anniversary of the Term without the need for further action on the part of either Party.

3. **Maintenance and Use.** Grantee shall keep the Temporary Easement Area free of any trash or debris caused solely and directly by Grantee, or its contractors, employees or agents. Grantee shall not allow the Temporary Easement Area to be used for any unlawful purpose. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Easement Area for the purposes granted herein. This Easement is granted with all rights necessary and convenient for the full use and enjoyment of the Temporary Easement Area for the purposes described herein.

4. **Authority.** Grantor hereby represents and warrants to Grantee that Grantor owns the Temporary Easement Area in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee.

5. **Damage.** Throughout the Term of this Easement, Grantee will repair any damage to the Property to the extent that such damage is caused solely and directly by Grantee or its contractors, employees or agents.

6. **Removal.** Upon the expiration of the Term, Grantee shall remove all its personal property from the Temporary Easement Area.

7. **Complete Agreement.** This Easement represents the complete and integrated agreement of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law.** This Easement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Easement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Easement, each shall have all remedies available at law or in equity.

9. **Jurisdiction; Jury Trial Waiver.** Venue for any litigation regarding this Contract shall be in any federal or state court having jurisdiction in Brevard County, Florida. **The parties hereby voluntarily, knowingly, and intentionally agree, to the extent permitted by law, to the waiver of a jury trial in any legal action or proceeding arising under or in connection with this Easement.**

10. **Attorneys' Fees.** In the event of any litigation arising between the Parties under this Easement, each party shall bear its own attorneys' fees and costs. This paragraph shall survive expiration or earlier termination and extinguishment of this Easement.

11. **Successors and Assigns.** This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. **Counterparts.** This Easement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the Grantor and Grantee has hereunto set their hands and affixed their seals as of the date first above written.

ATTEST:

RACHEL SADOFF  
CLERK TO THE BOARD

By: \_\_\_\_\_  
Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

County:

BREVARD COUNTY,  
a political subdivision of the State of Florida, by  
and through its Board of County Commissioners

By: \_\_\_\_\_  
Rita Pritchett, Chair

(Official Seal)

WITNESSES:

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

GRANTEE:

Florida Power & Light Company,  
a Florida corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA                     )  
  ) SS:  
COUNTY OF PALM BEACH            )

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of Florida Power &  
Light Company, a Florida corporation, on behalf of the corporation.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of Florida

My commission expires: \_\_\_\_\_

☐ Personally Known **OR** ☐ Produced Identification

Type of Identification Produced \_\_\_\_\_



**Exhibit A**  
**To Temporary Construction Easement**

**Temporary Easement Area**

**LEGAL DESCRIPTION**

Being a 25.00 foot wide Temporary Construction Easement lying within Section 18, Township 26 South, Range 36 East, Brevard County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 18; thence South 00°35'19" East along the East line of Section 18, a distance of 3,776.12 feet; thence South 89°36'07" West, a distance of 986.16 feet to the POINT OF BEGINNING of the following described easement;

Thence South 00°25'33" East, a distance of 28.94 feet; thence South 89°34'27" West, a distance of 25.00 feet; thence North 00°25'33" West, a distance of 543.95 feet; thence North 89°36'07" East, a distance of 827.01 feet; thence South 00°23'53" East, a distance of 25.00 feet; thence South 89°36'07" West, a distance of 802.00 feet; thence South 00°25'33" East, a distance of 490.00 feet to the POINT OF BEGINNING.

Containing 0.773 acres, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN  
Professional Surveyor & Mapper  
Florida Certificate No. 6199

DATE

Page 1 of 2



**CULPEPPER &  
TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3637 • FAX 772-464-8497 • www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL  
ENGINEERS AUTHORIZATION NO. 4286

**TEMPORARY CONSTRUCTION  
EASEMENT**

**DESCRIPTION**

JOB NO: 19-250 s.d.d TCE.dwg

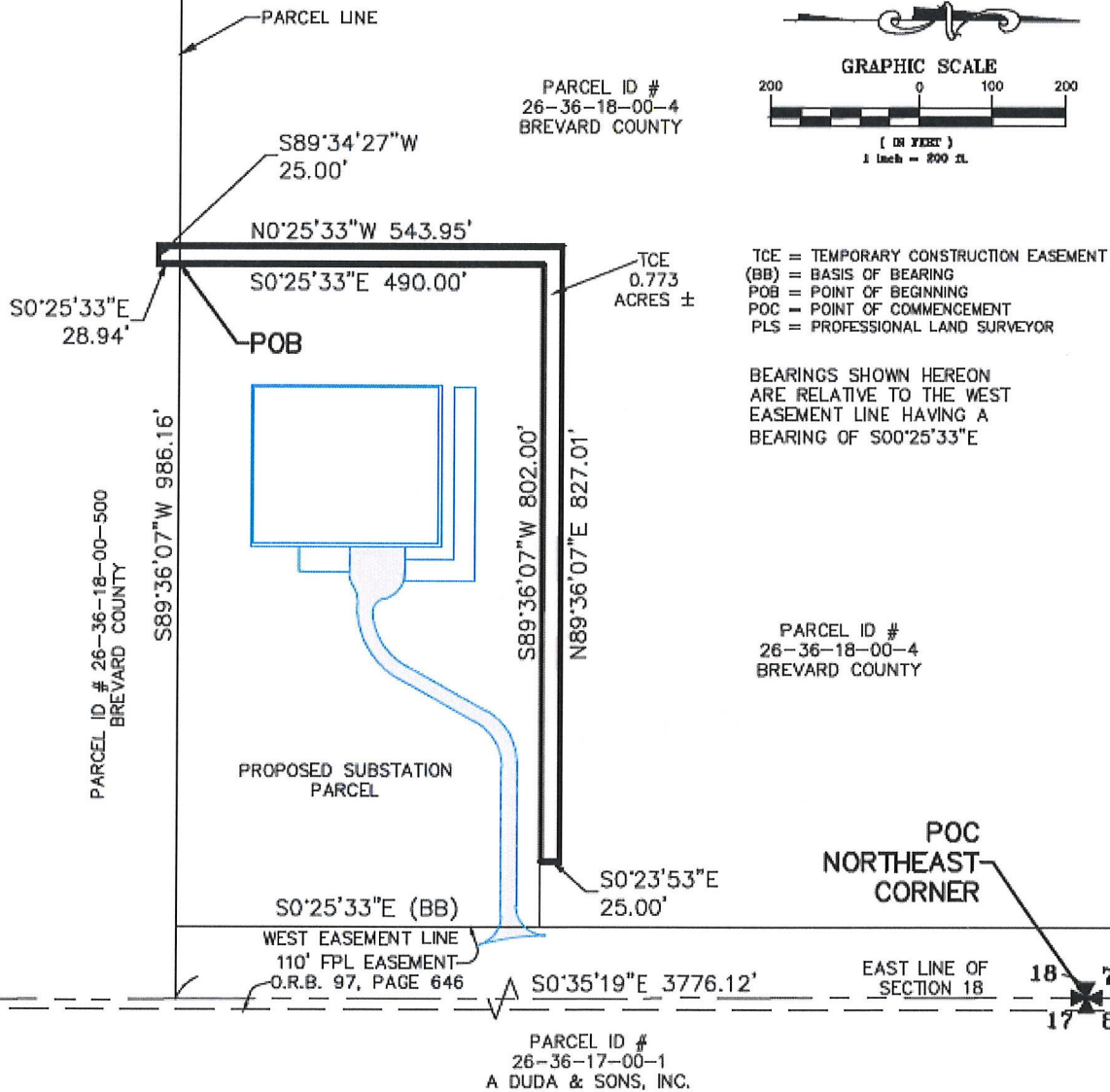
SCALE: N/A

DRAWN BY: CLM

DATE: 3-10-2021

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



Page 2 of 2



**CULPEPPER &  
TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL  
ENGINEERS AUTHORIZATION NO. 4286

**TEMPORARY CONSTRUCTION  
EASEMENT**

**SKETCH OF DESCRIPTION**

JOB NO: 19-250 s&d TCE.dwg

SCALE: 1"=200'

DRAWN BY: GLM

DATE: 3-10-2021

**EXHIBIT F**  
**To Purchase and Sale Agreement**

**Form Utility Easement**

Work Request No. \_\_\_\_\_

Sec. \_\_, Twp \_\_ S, Rge \_\_ E

Parcel I.D. \_\_\_\_\_  
(Maintained by County Appraiser)

**EASEMENT  
(BUSINESS)**

This Instrument Prepared By

Name: Seth Sheitelman  
Co. Name: Florida Power & Light Company  
Address: 700 Universe Boulevard  
Juno Beach, Florida 33408

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

**IN WITNESS WHEREOF**, the Grantor and Grantee has hereunto set their hands and affixed their seals as of the date first above written.

ATTEST:

County:

RACHEL SADOFF  
CLERK TO THE BOARD

BREVARD COUNTY,  
a political subdivision of the State of Florida, by and  
through its Board of County Commissioners

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Rita Pritchett, Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(Official Seal)

By: \_\_\_\_\_  
Assistant County Attorney

**Exhibit "A"**  
**To Utility Easement**

**Easement Area**

**[To be agreed upon by the parties and inserted prior to Closing.]**

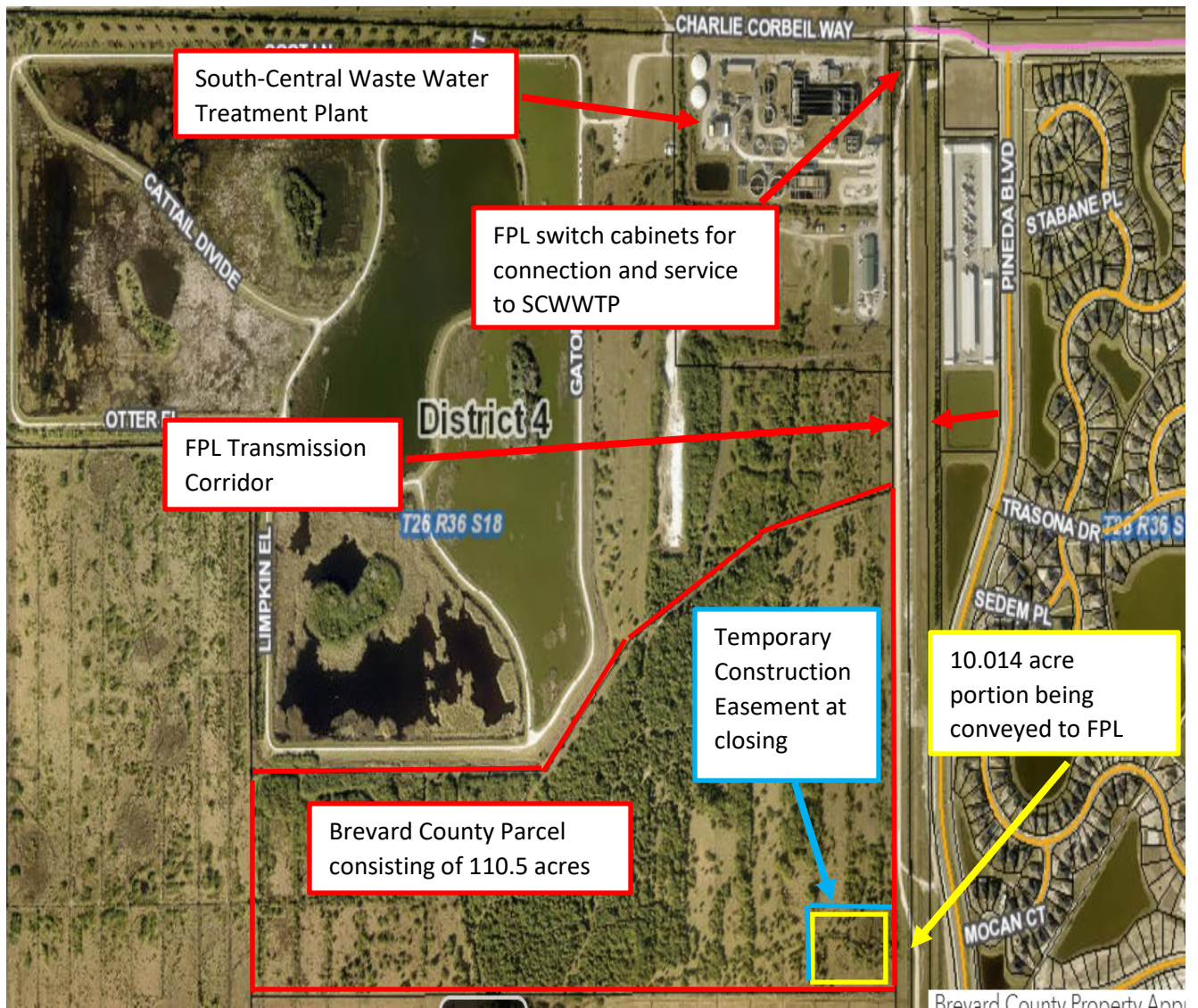


# LOCATION MAP

Section 18, Township 26 South, Range 36 East - District: 4

PROPERTY LOCATION: South of Charlie Corbeil Way in Viera

OWNERS NAME(S): Brevard County, Florida





## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this 3rd day of August, 2021, by and between Brevard County, a political subdivision of the State of Florida ("Seller"), Florida Power & Light Company, a Florida corporation ("Buyer"), and DPW Law Firm ("Escrow Agent"):

### RECITALS

Whereas, Seller and Buyer entered into that certain Purchase and Sale Agreement dated August 3, 2021 ("Agreement") relating to the sale and purchase of that certain real property located in Brevard County, Florida more particularly described in the Agreement (the "Property");

Whereas, as more particularly described in the Agreement, Buyer, at its sole cost and expense, has agreed to install a Back-Up Feeder Cable (as defined in the Agreement) from Buyer's Substation (as defined in the Agreement) to Seller's Plant (as defined in the Agreement) to connect to and to serve as back-up power to the Plant no later than December 31, 2023 (Completion Date) in accordance with the terms of the Agreement;

Whereas, to secure Seller's obligations under the Agreement, Seller has agreed to deposit in escrow with Escrow Agent, the additional sum of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) ("Escrowed Funds") at Closing together with Purchase Price; and

Whereas, the Escrowed Funds will be deposited in escrow with Escrow Agent to be held and disbursed as provided herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1.**      **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference.

**Section 2.**      **Deposit of Escrowed Funds.** Contemporaneously with the execution of this Escrow Agreement:

1. Seller shall deposit the Escrowed Funds with Escrow Agent at Closing.
2. Escrow Agent hereby accepts its appointment as escrow agent to hold the Escrowed Funds upon the terms and conditions as set forth in this Escrow Agreement.
3. The Escrow Funds will be held by Escrow Agent in a non-interest bearing account.

**Section 3.**      **Disbursement of Escrow Funds.**

Upon receipt of the Notice of Completion (as defined in the Agreement), Escrow Agent shall release the Escrowed Funds to Buyer. In the event that Buyer has not

installed the Back-Up Feeder Cable from Buyer's Substation to Seller's Plant by December 31, 2023, Buyer shall forfeit its rights to the Escrowed Funds, and upon Seller's written request to Escrow Agent, the Escrowed Funds shall be released to Seller.

**C. Written Authorization and Instruction to Disburse from Seller and Buyer**

Escrow Agent shall only be obligated and authorized to disburse the Escrowed Funds in accordance with this Section 3, or other instructions executed by Buyer and Seller.

**Section 4. Limitation of Escrow Agent's Liability.** In the event of actual or potential dispute as to the rights of the parties hereto under this Escrow Agreement or the Escrowed Funds, the Escrow Agent may in its sole discretion, continue to hold the Escrowed Funds until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all monies held pursuant to this Escrow Agreement with the Clerk of Court, Brevard County, Florida, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of an account of any monies theretofore delivered out of escrow. In the event of any suit between Seller and Buyer wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the Escrowed Funds, the Escrow Agent shall be entitled to recover a reasonable attorney's fee and costs incurred, said fees and costs to be charged and assessed as court costs against the non-prevailing party. All parties agree that Escrow Agent shall not be liable to any party or person whomsoever for any action taken or omitted by Escrow Agent, including but not limited to any misdelivery of monies or instruments subject to this escrow, unless such misdelivery shall be due to breach in willful bad faith of this Escrow Agreement or gross negligence on the part of the Escrow Agent. Escrow Agent shall have the right to rely upon any written instructions provided by counsel for both Seller and/or Buyer and such instructions shall be binding on Seller and/or Buyer, respectively.

**Section 5. Severability.** If any provision of this Escrow Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions contained herein.

**Section 6. Amendment.** This Escrow Agreement may be modified or amended only by an instrument in writing executed by all parties hereto.

**Section 7. Governing Law.** The validity, interpretation and enforcement of this Escrow Agreement and all other documents and instruments executed in connection with this transaction shall be governed by and construed under the laws of the State of Florida.

**Section 8. Counterparts.** This Escrow Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original, and when so executed shall constitute one Agreement binding on all the parties hereto. For purposes of this Agreement an electronic signature shall be deemed an original.

**Section 9. Notices.** Any notices required or permitted to be given under this Escrow Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express), or sent by electronic delivery with a confirmed transmission, and addressed or sent as follows:

If to Seller:

Brevard County

If to Buyer:

Florida Power & Light Company

2725 Judge Fran Jamieson Way  
Viera, Florida 32940  
Attn: Office of the County Attorney

700 Universe Boulevard  
Juno Beach, Florida 33408  
Attn: Corporate Real Estate

With a Copy To:

Florida Power & Light Company  
700 Universe Boulevard (LAW/JB)  
Juno Beach, Florida 33408  
Attn: Seth S. Sheitelman, Esq.

Escrow Agent:

DPW Law Firm  
Attention: Dan Wurtenberger  
4500 PGA Boulevard, Suite 100  
Palm Beach Gardens, FL 33418  
Phone: 561-508-5642  
Email: dan@dpwlawfirm.com

Notices hereunder shall be deemed given when delivered to the addresses set forth above if sent by overnight courier or mail. Electronic notices shall be deemed given when sent with confirmation, provided that a counterpart of such notice is delivered within two (2) business days thereafter by overnight courier to the addresses provided above.

[Remainder of page intentionally left blank]

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

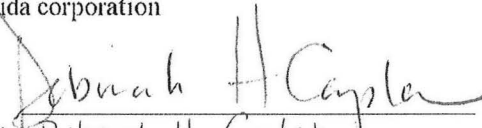

**Seller:**

Brevard County, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Name: Rita Pritchett  
Title: Chair of Brevard County Board  
of County Commissioners  
As approved by the Board 8-3-2021

**Buyer:**

Florida Power & Light Company,  
a Florida corporation

By:   
Name: Deborah H. Caplan  
Title: Executive Vice President  
Human Resources and Corporate Services 

**Escrow Agent:**

DPW Law Firm

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Seller:**

Brevard County, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Buyer:**

Florida Power & Light Company,  
a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SS

**Escrow Agent:**

DPW Law Firm

By:   
Name: Danielle H. Parnes  
Title: Partner



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


**Seller:**

Brevard County, a political subdivision of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Buyer:**

Florida Power & Light Company,  
a Florida corporation

By: Deborah H. Caplan  
Name: Deborah H. Caplan  
Title: Executive Vice President  
Human Resources and  
Corporate Services 

**Escrow Agent:**

DPW Law Firm

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - County Attorney

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J.2.

8/3/2021

---

### **Subject:**

Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing for Capital Trust Agency Educational Facilities Revenue Bonds (Pineapple Cove Classical Academy at Lockmar, Inc. Project), Series 2021 (the "Bonds")

### **Fiscal Impact:**

None

### **Dept/Office:**

County Attorney's Office

### **Requested Action:**

Hold TEFRA public hearing on proposed Bonds and adopt a Resolution approving the Bonds for TEFRA purposes and the ability of the Capital Trust Agency to issue the Bonds in a principal amount not exceeding \$24,000,000 and to loan the proceeds thereof to Pineapple Cove Classical Academy at Lockmar, Inc., a Florida not for profit corporation (the "Borrower"), to finance the acquisition, renovation, construction, equipping and furnishing of the charter school facilities herein described; authorize the Chair to execute the Resolution.

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

The County Attorney's Office has been approached by Bryant Miller Olive, 1 Tampa City Center, Suite 2700, Tampa, Florida, 33602, which Firm is serving as Bond Counsel with respect to the Bonds. The Bonds will be issued by the Capital Trust Agency (the "Agency"). The primary purpose of the Bonds is to finance or refinance, including through reimbursement (i) (A) the acquisition of approximately 10 acres of land, (B) the renovation of four existing buildings consisting of a total of approximately 54,000 square feet for the purpose of providing 15 classrooms, administrative offices, a gym, and four specialty classrooms, including related facilities, fixtures, furnishings and equipment, and (C) the acquisition, construction and equipping of a new approximately 30,000 square foot, two-story building consisting of 23 classrooms, a multi-purpose room and administrative offices, including related facilities, fixtures, furnishings and equipment, minor sports fields, additional parking and adjacent road improvements, to the extent deemed necessary, all to be known as Pineapple Cove Classical Academy at Lockmar, a public charter school serving grades K - 8, to be located at 720 Emerson Drive NE, Palm Bay, Florida 32907; (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable by the Borrower; (iii) the funding of capitalized interest for the Bonds, if deemed necessary or desirable by the Borrower; and (iv) the payment of certain costs of issuing the Bonds (collectively, the "Project").

The only involvement of the County in this process is to hold a TEFRA Hearing pursuant to Section 147(f) of the Internal Revenue Code (the "Code") and to approve, for purposes of Section 147(f) of the Code and intergovernmental cooperation, the issuance of the Bonds by the Agency to finance a project located in Brevard County (the County will not be the issuer of the Bonds).

In accordance with Section 5 of the Resolution, the County will have absolutely no liability with respect to the Project or to pay principal of or interest on the Bonds and the issuance of the Bonds will not result in any obligation of the County, financial or otherwise. The Bonds will be limited obligations of the Agency, payable solely from the revenue derived from the Borrower and pledged to the payment of the Bonds.

The County's financial advisor has reviewed the project and anticipates the funding will be within the County's debt issuance guidelines if it remains at proposed levels. (see attachment).

The Board's approval of the issuance of the Bonds by the Authority to finance costs of the Project is required by applicable federal tax law.

The County's outside bond counsel has reviewed the project and stated the following: "The resolution proposed to be adopted by the BOCC satisfies the pertinent federal and state law requirements and provides that neither the County nor any of the elected officials or staff of the County will have any obligation or liability, financial or otherwise, with respect to the Project or the Bonds." (See attachment.)

A representative of Bryant, Miller and Olive will be available for questions at the meeting.

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

Return a signed Resolution to the County Attorney's Office

# CAPITAL TRUST AGENCY

---

315 Fairpoint Drive • Gulf Breeze, Florida 32561 • Office 850-934-4046 • Fax 850-934-4048

July 19, 2021

## VIA EMAIL

Mr. Frank Abbate, County Manager  
Brevard County, Florida  
2725 Judge Fran Jamieson Way, Building C  
Viera, Florida 32940  
[frank.abbate@brevardfl.gov](mailto:frank.abbate@brevardfl.gov)

Re: Action Requested: Adoption of a resolution by the Board of County Commissioners of Brevard County, Florida, for the purposes of Section 147(f) of the Internal Revenue Code and the Florida Interlocal Cooperation Act, approving the issuance by the Capital Trust Agency of its Bonds (as hereinafter defined) for the purpose of financing or refinancing, including through reimbursement, the acquisition, renovation, construction, equipping and furnishing of the herein described charter school facilities

Dear Mr. Abbate:

I am the Executive Director of the Capital Trust Agency ("CTA"). CTA was created in 1999 through enabling Florida Statutes that provide for governmental entities to sponsor and facilitate public purpose financings that meet applicable state and federal laws. We have worked with numerous counties and municipalities throughout Florida, including Brevard County, Florida (the "County") to issue tax-exempt and taxable debt in order to provide capital funding of projects beneficial to the citizens of Florida. CTA has been asked to serve as issuer of bonds for the Pineapple Cove Classical Academy at Lockmar, Inc., a Florida not for profit corporation (the "Borrower"), as more fully described below.

CTA has agreed to issue its Educational Facilities Revenue Bonds (Pineapple Cove Classical Academy at Lockmar, Inc. Project), Series 2021, in an amount not to exceed \$24,000,000 (the "Bonds"), in one or more installments or series, either taxable or tax-exempt, or both, and loan the proceeds thereof to the Borrower, a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Service Code of 1986, as amended (the "Code"). The Borrower, acting through itself or through its affiliates, plans to finance or refinance, including through reimbursement (i) (A) the acquisition of approximately 10 acres of land, (B) the renovation of four existing buildings consisting of a total of approximately 54,000 square feet for the purpose of providing 15 classrooms, administrative offices, a gym, and four specialty classrooms, including related facilities, fixtures, furnishings and equipment, and (C) the acquisition, construction and equipping of a new approximately 30,000 square foot, two-story building consisting of 23 classrooms, a multi-purpose room and administrative offices, including related facilities, fixtures, furnishings and equipment, minor sports fields, additional parking and adjacent road improvements, to the extent deemed necessary, all to be known as Pineapple Cove Classical Academy at Lockmar, a public charter school serving grades K – 8, to

Mr. Frank Abbate, County Manager  
Brevard County, Florida  
July 19, 2021  
Page 2

be located at 720 Emerson Drive NE, Palm Bay, Florida 32907; (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable by the Borrower; (iii) the funding of capitalized interest for the Bonds, if deemed necessary or desirable by the Borrower; and (iv) the payment of certain costs of issuing the Bonds (collectively, the "Project").

In order for the Bonds to be issued as tax-exempt bonds, certain requirements of the Code relating to the issuance of the Bonds must be met. One such requirement is the approval by the County of the use of the proceeds of the Bonds within the County in accordance with the Tax Equity and Fiscal Responsibility Act ("TEFRA"), as required by Section 147(f) of the Code. Accordingly, CTA, on behalf of the Borrower, respectfully requests that the County, at a meeting of its Board of County Commissioners (the "Board"), consider providing its TEFRA approval by resolution of the Board. We have reviewed the Board's meeting schedule and we believe the Board's meeting on August 3, 2021 will provide adequate time for the resolution to be finalized and to provide the citizens of the County with notice. In addition, the Code requires there be a public hearing regarding the Bonds prior to the Board's consideration of the TEFRA Resolution. We have received permission to publish the required notice of public hearing and will do so in the coming days so that we can provide an Affidavit of Publication with the Agenda Package. The law requires this hearing to be no sooner than seven (7) days following its published date.

Finally, for purposes of Section 163.01, Florida Statutes, as amended (the Interlocal Cooperation Act), CTA respectfully requests the County's permission to finance and refinance the described improvements within the County.

We have been in contact with Assistant County Attorney Christine M. Schverak and the County's Bond Counsel Steve Miller, Esq. of Nabors, Giblin & Nickerson and the County's Financial Advisor, Jay Glover from PFM Financial Advisors. Each have reviewed and approved the following:

1. The proposed form of a resolution to be considered by the Board. As you will note from the language in Section 5 of the attached resolution, **the County will have absolutely no liability with respect to the Project or to pay principal of or interest on the Bonds and the issuance of the Bonds will not result in any obligation, financial or otherwise, of the County.** The Bonds will be limited obligations of CTA, payable solely from the revenue derived from the Borrower and pledged to the payment of the Bonds;
2. The proposed form of a TEFRA Script that the Chair of the Board might use as an aid in conducting the TEFRA Hearing; and



Mr. Frank Abbate, County Manager  
Brevard County, Florida  
July 19, 2021  
Page 3

3. The proposed form of a TEFRA Notice required to be published in a newspaper of general circulation within the County at least seven (7) days before the TEFRA Hearing. If you determine that we can move forward, we will coordinate the publication of the TEFRA Notice with the Clerk to the Board and will provide you with an affidavit of publication.

As noted in documents 1 – 3 above, the Bonds are not obligations of the County, and the County, the Board and its employees and agents have been granted appropriate indemnity.

As a side note, the bond counsel law firm working with CTA on this transaction is the Tampa office of Bryant Miller Olive P.A. For any professional counsel and advice the County may deem necessary to solicit, the Borrower will make restitution for all reasonable expenses incurred by the County, including payment of the review fee to each of the County's Bond Counsel and the County's Financial Advisor.

We truly believe this financing is a positive for all involved. We are pleased to be a part of it, and appreciate the County giving our request for TEFRA approval due consideration.

If there is a problem with scheduling this matter for consideration at the Board's August 3, 2021 meeting, or if you or any of the members of the Board or your staff require any additional information, please contact me at your earliest convenience.

Sincerely,



Denis A. McKinnon, III  
Executive Director

cc: (All with enclosures)  
Eden Bentley, County Attorney  
Christine M. Schverak, Assistant County Attorney

Attachments:

Form TEFRA Resolution (including indemnification certificate from the Borrower)  
Proposed TEFRA Script  
Proposed TEFRA Notice

**RESOLUTION 2021-\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, APPROVING, SOLELY FOR THE PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE AND SECTION 163.01, FLORIDA STATUTES, THE ISSUANCE BY THE CAPITAL TRUST AGENCY OF ITS EDUCATIONAL FACILITIES REVENUE BONDS (PINEAPPLE COVE CLASSICAL ACADEMY AT LOCKMAR, INC. PROJECT), SERIES 2021, IN ONE OR MORE INSTALLMENTS OR SERIES, EITHER TAXABLE OR TAX-EXEMPT, OR BOTH, PURSUANT TO A PLAN OF FINANCE, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE HEREIN DESCRIBED FACILITIES; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners (the "Board") of Brevard County, Florida (the "County"), has been informed that the Capital Trust Agency (the "Issuer") proposes to issue a principal amount not exceeding \$24,000,000 of its Educational Facilities Revenue Bonds (Pineapple Cove Classical Academy at Lockmar, Inc. Project), Series 2021, in one or more installments or series, either taxable or tax-exempt, or both (the "Bonds"), the proceeds of which will be loaned to Pineapple Cove Classical Academy at Lockmar, Inc., a Florida not for profit corporation (the "Borrower"), for the purpose of financing or refinancing, including through reimbursement (i) (A) the acquisition of approximately 10 acres of land, (B) the renovation of four existing buildings consisting of a total of approximately 54,000 square feet for the purpose of providing 15 classrooms, administrative offices, a gym, and four specialty classrooms, including related facilities, fixtures, furnishings and equipment, and (C) the acquisition, construction and equipping of a new approximately 30,000 square foot, two-story building consisting of 23 classrooms, a multi-purpose room and administrative offices, including related facilities, fixtures, furnishings and equipment, minor sports fields, additional parking and adjacent road improvements, to the extent deemed necessary, all to be known as Pineapple Cove Classical Academy at Lockmar, a public charter school serving grades K – 8, to be located at 720 Emerson Drive NE, Palm Bay, Florida 32907 (collectively, the "Facilities"); (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable by the Borrower; (iii) the funding of capitalized interest for the Bonds, if deemed necessary or desirable by the Borrower; and (iv) the payment of certain costs of issuing the Bonds (collectively, the "Project"); and

WHEREAS, in order to finance or refinance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 163.01, Florida Statutes, as amended (the "Interlocal Act"); and

WHEREAS, a public hearing was held by the Board on the date hereof, following notice by publication in the *Florida Today* at least seven (7) days prior to the date hereof (the "Notice"), during which comments and discussions concerning the issuance of the Bonds by the Issuer to lend the proceeds thereof to the Borrower to finance or refinance costs of the Project were requested and heard, as required by Section 147(f) of the Code; and

WHEREAS, the Borrower and the Issuer have requested the Board approve the issuance of the Bonds for purposes of Section 147(f) of the Code and the Interlocal Act; and

WHEREAS, the Bonds, when issued by the Issuer, will be special, limited obligations of the Issuer payable solely from the proceeds to be derived from the repayment of the related loan to the Borrower or from the security pledged therefor by the Borrower, and the County will not be obligated to pay the

Bonds or have any obligation or liability pecuniary or otherwise in any respect whatsoever with respect to the Bonds or the Project.

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

SECTION 1. Findings. The Board hereby finds, determines and declares as follows:

A. Pursuant to the Notice published in the *Florida Today*, a newspaper of general circulation in the County, not less than seven (7) days prior to the date hereof, a public hearing was held before the Board, as required by Section 147(f) of the Code on the date hereof. The public hearing provided a reasonable opportunity for interested persons to express their views, both orally and in writing, on the proposed issuance of the Bonds, the location and nature of the Facilities and their operation by the Borrower. The location of the public hearing, under the applicable facts and circumstances, is convenient for the residents of the County. A proof of publication of such Notice is attached hereto as Exhibit A and minutes of such public hearing will be kept on file with the Clerk of the Circuit Court and Ex-Officio Clerk to the Board (the "Clerk"), and are hereby incorporated herein by reference.

B. The Board is the elected legislative body of the County, and the County has jurisdiction over the entire area in which the Facilities are located.

C. The Board has determined, based solely upon representations and information provided by the Borrower, and without any independent investigation or research by the County, that the issuance of the Bonds to finance or refinance the Project: (i) is appropriate to the needs and circumstances of, and will make a significant contribution to the economic growth of, the community in which it is located, (ii) will provide or preserve gainful employment, (iii) will promote commerce and economic development within the State of Florida (the "State") and (iv) will serve a public purpose by advancing the general welfare of the State and its people by providing for educational facilities within the meaning of Chapter 159, Part II, Florida Statutes.

D. Based solely upon representations and information provided by the Borrower, the County will be able to cope satisfactorily with the impact of the Facilities and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Facilities and on account of any increases in population or other circumstances resulting therefrom.

SECTION 2. Approval for Purposes of Section 147(f) of the Code. For the purposes of Section 147(f) of the Code, the Board hereby approves the issuance of the Bonds by the Issuer in one or more installments or series, either taxable or tax-exempt, or both, in an aggregate principal amount not exceeding \$24,000,000.

SECTION 3. Approval for Purposes of the Interlocal Act.

A. For the purposes of the Interlocal Act, the County authorizes the Issuer to issue the Bonds in a principal amount not exceeding \$24,000,000 and to loan the proceeds thereof to the Borrower to finance or refinance the Project. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the Board pursuant to the Constitution and the laws of

the State and to do all things within the jurisdiction of the County which are necessary or convenient for the issuance of the Bonds and the financing or refinancing of the Project to the same extent as if the County were issuing its own obligations for such purposes without any further authorization from the County to exercise such powers or to take such actions.

B. The County shall not be liable for any costs of issuing the Bonds or the costs incurred by it in connection with the preparation, review, execution or approval of any documentation or opinions required to be delivered in connection therewith by the County or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

C. The Bonds shall not constitute an indebtedness or liability of the County.

SECTION 4. Payment of Fees and Costs by Borrower. The fees and expenses of the County and its consultants shall be paid by the Borrower in the manner and to the extent mutually agreed upon by the officials of the County and the Borrower at or prior to issuance of the Bonds.

SECTION 5. No Liability or Endorsement. The County shall have no obligation, financial or otherwise, with respect to the Bonds, and the approval given herein by the Board shall not be deemed or construed to create any obligation or liability, pecuniary or otherwise, of the County, in connection with either the Bonds or the Project or the Facilities in any respect whatsoever and the Issuer shall so provide in the documents related to the issuance of the Bonds. The general credit or taxing power of the County or the State or any political subdivision or public agency thereof shall not be pledged to the payment of the Bonds. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the County that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States.

No recourse under or upon any obligation, covenant or agreement of this Resolution or the Bonds or any agreement executed in connection with the Bonds, or for any claim based thereon or otherwise in respect thereof, shall be had against any Board member, the County Manager, the Clerk or the County Attorney or any other County staff or professionals retained by the County in connection with the issuance of the Bonds, as such, past, present or future, either directly or through the County, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Board members, the County Manager, the Clerk or the County Attorney or any other staff of the County or professionals retained by the County in connection with the issuance of the Bonds, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Board member, the County Manager, the Clerk or the County Attorney or any other staff of the County or professionals retained by the County in connection with the issuance of the Bonds, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution on the part of the County.

The approval given herein shall not be construed as: (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Facilities, and the Board shall not be construed by reason of its adoption of this Resolution to make any endorsement, finding or recommendation or to have waived any right of the

Board or to have estopped the Board from asserting any rights or responsibilities it may have in such regard.

SECTION 6. Indemnification. The receipt of the Indemnification Certificate of the Borrower attached hereto as Exhibit B and incorporated hereby by reference is a material inducement to the County in granting the approvals set forth herein.

[Remainder of Page Intentionally Left Blank]



SECTION 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED this 3<sup>rd</sup> day of August, 2021.

BOARD OF COUNTY COMMISSIONERS BREVARD  
COUNTY, FLORIDA

(SEAL)

By: \_\_\_\_\_  
Rita Pritchett  
Chair

ATTEST:

By: \_\_\_\_\_  
Rachel M. Sadoff, Clerk of the Circuit Court  
and Ex-Officio Clerk to the Board of  
County Commissioners of Brevard  
County, Florida

Exhibit A: Publisher's Affidavit Regarding Notice of Public Hearing

Exhibit B: Indemnification Certificate of the Borrower

EXHIBIT A

PROOF OF PUBLICATION

[Follows]

A Daily Publication By:



BRYANT MILLER OLIVE P.A.  
201 N FRANKLIN ST STE 2700

TAMPA, FL, 33602

STATE OF WISCONSIN COUNTY OF BROWN:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY**, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

**Notice Public Hearing**

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

**07/12/2021**

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 12th of July 2021,  
by legal clerk who is personally known to me

Affiant

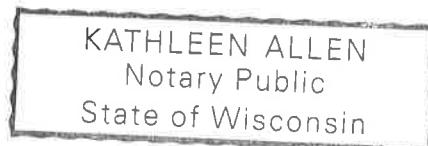
Notary State of Wisconsin County of Brown

1-7-25

My commission expires

Publication Cost: \$511.78  
Ad No: 0004815211  
Customer No: BRE-0000000618  
**This is not an invoice**

# of Affidavits 1



The Capital Trust Agency (the "CTA") has been requested by Pineapple Cove Classical Academy at Lockmar, Inc., a Florida not-for-profit corporation (the "Borrower") to issue its Educational Facilities Revenue Bonds (Pineapple Cove Classical Academy at Lockmar, Inc. Project), Series 2021, in one or more installments or series, either taxable or tax-exempt, or both, in an aggregate principal amount not to exceed \$24,000,000 (the "Bonds").

For the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, notice is hereby given that the Board of County Commissioners (the "Board") of Brevard County, Florida (the "County"), will hold a public meeting and hearing at 5:00 p.m., or at such thereafter as practicable, on August 3, 2021, in the Government Center, 2725 Fran Jamieson Way, Building C, First Floor, Viera, Florida. The purpose of the hearing is to consider authorization of the issuance of the Bonds by the CTA to provide funds to be loaned by the CTA to the Borrower, for the purpose of financing or refinancing, including through reimbursement (i) (A) the acquisition of approximately 10 acres of land, (B) the renovation of four existing buildings consisting of a total of approximately 54,000 square feet for the purpose of providing 15 classrooms, administrative offices, a gym, and four specialty classrooms, including related facilities, fixtures, furnishings and equipment, and (C) the acquisition, construction and equipping of a new approximately 30,000 square foot, two-story building consisting of 23 classrooms, a multi-purpose room and administrative offices, including related facilities, fixtures, furnishings and equipment, minor sports fields, additional parking and adjacent road improvements, to the extent deemed necessary, all to be known as Pineapple Cove Classical Academy at Lockmar, a public charter school serving grades K - 8, to be located at 120 Emerson Drive NE, Palm Bay, Florida 32907 (collectively, the "Facilities"); (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable by the Borrower; (iii) the funding of capitalized interest for the Bonds, if deemed necessary or desirable by the Borrower; and (iv) the payment of certain costs of issuing the Bonds (collectively, the "Project").

The plan of finance contemplates that the CTA will issue, with respect to such Project, not exceeding \$24,000,000 in aggregate principal amount of the Bonds, in one or more installments or series and loan the proceeds of such Bonds to the Borrower to provide funds for the Project. The Facilities will be owned by the Borrower.

The County will neither issue, nor be obligated in any manner with respect to the Bonds or the repayment thereof nor will the County have any obligations with respect to the Facilities or the Project.

The Bonds, when issued, will be special limited obligations of the CTA payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrower, and the CTA will not be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds will not constitute: (i) a debt, liability or obligation of the CTA, the County, the State of Florida (the "State"), or any political subdivision, public agency or municipality thereof, (ii) a pledge of the full faith and credit of the CTA, the County, the State, or any political subdivision, public agency or municipality thereof, or (iii) a pledge of the taxing power of the County, the State, or any political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory provision. The CTA has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve the issuance of said Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the Clerk of the Circuit Court, Ex-Officio Clerk to the Board, 2825 Judge Fran Jamieson Way, Viera, Florida 32940. All persons are advised that, if they decide to appeal any decision made by the County with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

IN ACCORDANCE WITH THE AMERICANS DISABILITIES ACT, PERSONS NEEDING A SPECIAL ACCOMMODATION OR AN INTERPRETER TO PARTICIPATE IN THE PROCEEDINGS, PLEASE NOTIFY THE COUNTY'S MANAGER'S OFFICE (321) 633-2001, AT LEAST 48 HOURS IN ADVANCE. TDD: (321) 633-2001. 1.000.944.8771 1.000.944.8771

SYSTEM RECEIVERS ARE AVAILABLE FOR THE HEARING IMPAIRED AND CAN BE OBTAINED FROM THE SOUND TECHNICIAN AT THE MEETING. THIS MEETING WILL BE BROADCAST LIVE ON SPACE COAST GOVERNMENT TELEVISION (SCGTV) ON BRIGHT HOUSE NETWORKS CHANNEL 499, COMCAST CABLE COMMUNICATIONS CHANNEL 51 IN NORTH BREVARD AND CHANNEL 13 IN SOUTH BREVARD, AND AT&T U-VERSE CHANNEL 99. SCGTV WILL ALSO REPLAY THIS MEETING DURING THE COMING MONTH. CHECK THE SCGTV WEBSITE FOR DAILY PROGRAM UPDATES [HTTP://WWW.SCGTV.ORG](http://WWW.SCGTV.ORG).



## EXHIBIT B

INDEMNIFICATION CERTIFICATE OF THE BORROWER

The undersigned hereby certifies that he or she is authorized to execute and deliver this Indemnification Certificate of the Borrower and further represents, on behalf of Pineapple Cove Classical Academy at Lockmar, Inc., a Florida not for profit corporation (the "Borrower"), the following (capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the resolution adopted by the Board of County Commissioners (the "Board") of Brevard County, Florida (the "County") on August 3, 2021, regarding the hereinafter defined Bonds):

- (1) At the request of the Borrower, the Capital Trust Agency (the "Issuer") proposes to issue a principal amount not exceeding \$24,000,000 of its Educational Facilities Revenue Bonds (Pineapple Cove Classical Academy at Lockmar, Inc. Project), Series 2021, in one or more installments or series, either taxable or tax-exempt, or both (the "Bonds"), the proceeds of which will be loaned to the Borrower for the purpose of financing or refinancing, including through reimbursement (i) (A) the acquisition of approximately 10 acres of land, (B) the renovation of four existing buildings consisting of a total of approximately 54,000 square feet for the purpose of providing 15 classrooms, administrative offices, a gym, and four specialty classrooms, including related facilities, fixtures, furnishings and equipment, and (C) the acquisition, construction and equipping of a new approximately 30,000 square foot, two-story building consisting of 23 classrooms, a multi-purpose room and administrative offices, including related facilities, fixtures, furnishings and equipment, minor sports fields, additional parking and adjacent road improvements, to the extent deemed necessary, all to be known as Pineapple Cove Classical Academy at Lockmar, a public charter school serving grades K – 8, to be located at 720 Emerson Drive NE, Palm Bay, Florida 32907 (collectively, the "Facilities"); (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable by the Borrower; (iii) the funding of capitalized interest for the Bonds, if deemed necessary or desirable by the Borrower; and (iv) the payment of certain costs of issuing the Bonds (collectively, the "Project");
- (2) The issuance of the Bonds to finance or refinance the Project: (i) is appropriate to the needs and circumstances of, and will make a significant contribution to the economic growth of the community in which it is located, (ii) will provide or preserve gainful employment, (iii) will promote commerce and economic development within the State of Florida and (iv) will serve a public purpose by advancing the general welfare of the State and its people by providing for educational facilities within the meaning of Chapter 159, Part II, Florida Statutes;
- (3) The County will be able to cope satisfactorily with the impact of the Facilities and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Facilities and on account of any increases in population or other circumstances resulting therefrom;
- (4) In order to finance or refinance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of

1986, as amended (the "Code"), and Section 163.01, Florida Statutes, as amended (the "Interlocal Act");

(5) The Borrower has requested the Board of County Commissioners (the "Board") of the County, hold such public hearing and approve the issuance of the Bonds for purposes of Section 147(f) of the Code and the Interlocal Act; and

(6) The County desires indemnification from the Borrower as a material inducement to the Board holding such hearing and granting the foregoing approval.

NOW THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE BORROWER, DOES HEREBY: Agree to defend the County and its officials, employees, attorneys and agents and the members of the Board, and hold the County and its officials, employees, attorneys and agents and the members of the Board, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds or the acquisition, renovation, construction, equipping and furnishing or operation of the Facilities by or on behalf of the Borrower, including in the case of any and all negligence of such indemnitee, or in any way growing out of or resulting from the Project or from the issuance, sale or delivery of the Bonds, including, but not limited to, liabilities or costs arising under the Internal Revenue Code of 1986, as amended, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State of Florida, including, without limitation, all costs and expenses of the County, including reasonable attorneys' fees, incurred in connection therewith.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Borrower has executed this Indemnification Certificate of the Borrower this 15<sup>th</sup> day of July, 2021.

PINEAPPLE COVE CLASSICAL ACADEMY AT LOCKMAR,  
INC.

By: 

Name: Paris Koblitz

Title: President

[Signature Page | Indemnification Certificate of the Borrower]

TAMPA  
2502 Rocky Point Drive  
Suite 1060  
Tampa, Florida 33607  
(813) 281-2222 Tel  
(813) 281-0129 Fax

**Nabors  
Giblin &  
Nickerson** P.A.  
ATTORNEYS AT LAW

TALLAHASSEE  
1500 Mahan Drive  
Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070 Tel  
(850) 224-4073 Fax

PLANTATION  
8201 Peters Road  
Suite 1000  
Plantation, Florida 33324  
(954) 315-0268 Tel

**MEMORANDUM**

TO: Eden Bentley, Brevard County Attorney  
Frank Abbate, Brevard County Manager

FROM: Steven E. Miller, Esq.

DATE: July 9, 2021

RE: Review of Legal Documentation for the Capital Trust Agency Educational  
Facilities Revenue Bonds (Pineapple Cove Classical Academy at Lockmar,  
Inc. Project), Series 2021

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The Capital Trust Agency ("CTA") is proposing to issue tax-exempt private activity bonds (the "Bonds") in order to finance or refinance, including through reimbursement, various capital improvements to Pineapple Cove Classical Academy at Lockmar, located at 720 Emerson Drive NE, Palm Bay, Florida 32907 (the "Project"), as more particularly described in the materials provided by CTA and included in the agenda package for the August 3, 2021 meeting of the Board of County Commissioners (the "BOCC"). Proceeds of the Bonds will be loaned to Pineapple Cove Classical Academy at Lockmar, Inc. (the "Borrower"). The Borrower will own the Project and will be responsible for payment of debt service on the Bonds.

In order to comply with certain federal and state law requirements with respect to the issuance of private activity bonds such as the Bonds, a public hearing is required to be held with respect to the Project and the issuance of the Bonds and the BOCC is required to adopt a resolution providing limited approval of the issuance of the Bonds. The BOCC will hold the required public hearing on August 3, 2021. You have asked Nabors, Giblin & Nickerson, PA, as Bond Counsel to the County, to review the documentation provided to the County by CTA to ensure that it satisfies the applicable legal requirements and to confirm that the County has no obligation, financial or otherwise, with respect to the Project or the Bonds.

We have reviewed all of the relevant documentation and provided various comments to counsel for CTA. Our comments have been addressed and, from the County's standpoint, all of the documentation provided is now legally sufficient. The resolution proposed to be adopted by the BOCC satisfies the pertinent federal and state law requirements and provides that neither the County nor any of the elected officials or staff of the County will have any obligation or liability, financial or otherwise, with respect to the Project or the Bonds.

cc: Christine Schverak  
Kathy Wall



July 15, 2021

## Memorandum

To: Frank Abbate, County Manager  
Christine M. Schverak, Assistant County Attorney

From: Jay Glover, Managing Director – PFM Financial Advisors LLC

Re: Review of Financing Structure for the Capital Trust Agency Educational Facilities Revenue Bonds (Pineapple Cove Classical Academy at Lockmar, Inc. Project), Series 2021

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The Capital Trust Agency (the "Agency") is proposing to issue not to exceed \$24,000,000 Educational Facilities Revenue Bonds (Pineapple Cove Classical Academy at Lockmar, Inc. Project), Series 2021 (the "Bonds"), the proceeds of which will be loaned to Pineapple Cove Classical Academy at Lockmar, Inc., a Florida not for profit corporation (the "Borrower"). The proceeds of the Bonds will be used to finance or refinance, including through reimbursement (i) (A) the acquisition of approximately 10 acres of land, (B) the renovation of four existing buildings consisting of a total of approximately 54,000 square feet for the purpose of providing 15 classrooms, administrative offices, a gym, and four specialty classrooms, including related facilities, fixtures, furnishings and equipment, and (C) the acquisition, construction and equipping of a new approximately 30,000 square foot, two-story building consisting of 23 classrooms, a multi-purpose room and administrative offices, including related facilities, fixtures, furnishings and equipment, minor sports fields, additional parking and adjacent road improvements, to the extent deemed necessary, all to be known as Pineapple Cove Classical Academy at Lockmar, a public charter school serving grades K – 8, to be located at 720 Emerson Drive NE, Palm Bay, Florida 32907; (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable by the Borrower; (iii) the funding of capitalized interest for the Bonds, if deemed necessary or desirable by the Borrower; and (iv) the payment of certain costs of issuing the Bonds (collectively, the "Project").

In order to comply with certain Federal and State law requirements, as applicable, with respect to the issuance of private activity bonds such as the Bonds, the Agency has requested that the Brevard County Board of County Commissioners (BOCC) hold a TEFRA public hearing with respect to the issuance of the Bonds, and to adopt a resolution providing limited approval of the issuance of the Bonds. You have asked PFM Financial Advisors LLC, as Financial Advisor to the County, to review the documentation provided to the County as well as the proposed financing structure to ensure that the proposed transaction will not have a financial impact on the County, impair the County's credit ratings or impact the County's ability to issue debt in the future.

We have reviewed all of the relevant documentation as well as the proposed financing structure and based on that review, can confirm that the proposed issuance of the Bonds will not have any negative impact on the County. The County will have absolutely no liability with respect to the Project or to pay principal of or interest on the Bonds. The Bonds will be sold via a negotiated limited public offering, with Truist Securities, Inc. serving as the underwriter. It is our understanding that the Bonds will possess an investment grade credit ratings and/or be sold in minimum denominations of \$100,000 to one or more accredited investors and/or qualified institutional buyers.





Given that the County is not the issuer of the Bonds and there is no financial obligation on the part of the County, PFM has not been asked to review any financial information related to the Borrower's ability to repay the Bonds as part of the scope of this engagement.



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Miscellaneous

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J.3.

8/3/2021

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### **Subject:**

Legislative intent and permission to advertise an amendment to the Brevard County Code of Ordinances modifying Section 14-57, Brevard County Code, pertaining to the creation of a nuisance from animal noises.

### **Fiscal Impact:**

Negligible

### **Dept/Office:**

District 4

### **Requested Action:**

It is requested that the Board authorize legislative intent and permission to advertise an ordinance amending Chapter 14, Article II of the Brevard County Code to modify the nuisance provisions in Section 14-57, Brevard County Code, to, among other things, shorten the duration in which animal noise(s) constitutes a nuisance.

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

The County currently has an ordinance in place, Section 14-57, Brevard County Code, whereby certain animals that make sounds common to that respective species for a persistent and continuous period of 30 minutes or longer, constitutes a nuisance. The County has received concerns pertaining to loud sounds emanating from animals that disturb the peace, annoy citizens, and interfere with the rights of individuals to enjoy life and property. In order to best address the harm and negative impacts caused by prolonged animal sounds that disturb the peace, it is in the best interest of the citizens of Brevard County to reduce the time period established in Section 14-57 in which a nuisance is created by persistent and continuous animal noise(s).

The proposed ordinance will reduce the time period in which a nuisance is created from 30 minutes to 15 minutes. Each separate occasion shall be considered a separate violation to be penalized in accordance with the Brevard County Code of Ordinances, including Section 14-79. In instances where a nuisance complaint is investigated by the animal control authority, there must be personal knowledge of the nuisance by the animal control officer, or affidavits from different parties residing in close proximity to the alleged nuisance. In some instances, one affidavit will be sufficient to warrant an investigation where only one party lives within a 1,000-foot radius of the property where the alleged violation occurred.

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

**ORDINANCE NO. 2021-\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 14, ARTICLE II ENTITLED “ANIMAL CONTROL”; SPECIFICALLY AMENDING SECTION 14-57, “CREATION OF NUISANCE”, TO MODIFY THE TIME-PERIOD THAT A DOMESTIC ANIMAL QUALIFIES AS A NUISANCE DUE TO PERSISTENT AND CONTINUOUS NOISE; ESTABLISHING PARAMETERS TO ENFORCE THE NUISANCE PROVISIONS IDENTIFIED IN SECTION 14-57 OF THE BREVARD COUNTY CODE; PROVIDING FOR AN AREA ENCOMPASSED; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 828, Florida Statutes, the Brevard County Board of County Commissioners (the “County”) has the authority to adopt regulations to prohibit or regulate noise from domesticated animals; and

**WHEREAS**, the County finds that noise that is caused by domesticated animals on a continuous and persistent basis interferes with an individual’s ability to quietly enjoy their property; and

**WHEREAS**, the County finds that a nuisance is created when these domestic animals are allowed to bark, meow, whine, howl, or make other sounds common to the species in a persistent and continuous manner, causing a negative impact on the health and overall welfare of the citizens of Brevard County.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are incorporated by reference into this Ordinance.

**Section 2. Nuisance Process.** Section 14-57, Brevard County Code, is hereby amended to read as follows:

\* \* \*

(b) It shall be unlawful for the owner or caretaker of an animal to allow the animal to bark, meow, whine, howl, or make other sounds common to the species, persistently or continuously, for a period of ~~30~~15 minutes or longer when said animal is not contained within an enclosure sufficient to baffle loud noises and render them reasonably

~~unobjectionable. For the purposes of this section, persistently or continuously shall mean non-stop utterances for 30 consecutive minutes with individual interruptions of less than 30 seconds at a time during the 30 minute utterances.~~ For the purposes of this section, noise from farm animals, including exotic birds, shall not constitute a nuisance within an AU zoning classification; provided, however, that the following setback requirement shall apply only to exotic birds kept on AU property which abuts non-AU property of a residential character: a minimum set back of 100 feet between the noise source and the abutting non-AU residential property.

(1) Each separate occasion is considered a separate violation.

\* \* \*

(g) Any nuisance complaint may be investigated by the animal control authority. However, before a citation may be issued, the animal control officer must have personal knowledge of the nuisance or must have received at least two affidavits from different parties residing in close proximity to the alleged nuisance. One affidavit may be sufficient to warrant investigation where there is only one party ~~in close proximity to~~ residing within a 1,000-foot radius of the property where the alleged nuisance occurred.

(h) Excluding a violation of subsection (b) above, a nuisance exists where an owner of an animal or animals has been found to have violated more than four sections of this article within a 12-month period.

**Section 3. Area Encompassed.** This Ordinance shall apply County-wide.

**Section 4. Inclusion in Code.** It is the intention of the Board that the provisions of this Ordinance shall become and be made part of the Brevard County Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered and that the word "Ordinance" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5. Conflict.** In the case of a direct conflict between any provision of this Ordinance and a provision of County law, rule, or regulation, the more restrictive shall apply.

**Section 6. Severability.** If any provision of this Ordinance or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other

provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 7. Effective Date.** A certified copy of this ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment. Unless specified otherwise, this Ordinance shall take effect upon adoption and filing as required by law.

**DONE, ORDERED AND ADOPTED**, in Regular Session, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rachel M. Sadoff, Clerk  
(SEAL)

\_\_\_\_\_  
Rita Pritchett, Chair

As approved by the Board on \_\_\_\_\_



**ORDINANCE NO. 2021-\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 14, ARTICLE II ENTITLED “ANIMAL CONTROL”; SPECIFICALLY AMENDING SECTION 14-57, “CREATION OF NUISANCE”, TO MODIFY THE TIME-PERIOD THAT A DOMESTIC ANIMAL QUALIFIES AS A NUISANCE DUE TO PERSISTENT AND CONTINUOUS NOISE; ESTABLISHING PARAMETERS TO ENFORCE THE NUISANCE PROVISIONS IDENTIFIED IN SECTION 14-57 OF THE BREVARD COUNTY CODE; PROVIDING FOR AN AREA ENCOMPASSED; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 828, Florida Statutes, the Brevard County Board of County Commissioners (the “County”) has the authority to adopt regulations to prohibit or regulate noise from domesticated animals; and

**WHEREAS**, the County finds that noise that is caused by domesticated animals on a continuous and persistent basis interferes with an individual’s ability to quietly enjoy their property; and

**WHEREAS**, the County finds that a nuisance is created when these domestic animals are allowed to bark, meow, whine, howl, or make other sounds common to the species in a persistent and continuous manner, causing a negative impact on the health and overall welfare of the citizens of Brevard County.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are incorporated by reference into this Ordinance.

**Section 2. Nuisance Process.** Section 14-57, Brevard County Code, is hereby amended to read as follows:

\* \* \*

(b) It shall be unlawful for the owner or caretaker of an animal to allow the animal to bark, meow, whine, howl, or make other sounds common to the species, persistently or continuously, for a period of 15 minutes or longer when said animal is not contained within an enclosure sufficient to baffle loud noises and render them reasonably

unobjectionable. For the purposes of this section, noise from farm animals, including exotic birds, shall not constitute a nuisance within an AU zoning classification; provided, however, that the following setback requirement shall apply only to exotic birds kept on AU property which abuts non-AU property of a residential character: a minimum set back of 100 feet between the noise source and the abutting non-AU residential property.

(1) Each separate occasion is considered a separate violation.

\* \* \*

(g) Any nuisance complaint may be investigated by the animal control authority. However, before a citation may be issued, the animal control officer must have personal knowledge of the nuisance or must have received at least two affidavits from different parties residing in close proximity to the alleged nuisance. One affidavit may be sufficient to warrant investigation where there is only one party residing within a 1,000-foot radius of the property where the alleged nuisance occurred.

(h) Excluding a violation of subsection (b) above, a nuisance exists where an owner of an animal or animals has been found to have violated more than four sections of this article within a 12-month period.

**Section 3. Area Encompassed.** This Ordinance shall apply County-wide.

**Section 4. Inclusion in Code.** It is the intention of the Board that the provisions of this Ordinance shall become and be made part of the Brevard County Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered and that the word "Ordinance" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5. Conflict.** In the case of a direct conflict between any provision of this Ordinance and a provision of County law, rule, or regulation, the more restrictive shall apply.

**Section 6. Severability.** If any provision of this Ordinance or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 7. Effective Date.** A certified copy of this ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment. Unless specified otherwise, this Ordinance shall take effect upon adoption and filing as required by law.

**DONE, ORDERED AND ADOPTED**, in Regular Session, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rachel M. Sadoff, Clerk  
(SEAL)

\_\_\_\_\_  
Rita Pritchett, Chair

As approved by the Board on \_\_\_\_\_



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Miscellaneous

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J.4.

8/3/2021

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### **Subject:**

Legislative intent and permission to advertise an amendment to the Brevard County Code of Ordinances modifying Section 14-36, Brevard County Code, to include a definition of the term sutures.

### **Fiscal Impact:**

None

### **Dept/Office:**

District 4

### **Requested Action:**

It is requested that the Board authorize legislative intent and permission to advertise an ordinance amending Chapter 14, Article II of the Brevard County Code to include a definition of the term sutures in Section 14-36, Brevard County Code.

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

The Florida Legislature has in place Chapters 767 and 828, Florida Statutes, that provide authority for local governments to adopt and implement certain animal control regulations, including those pertaining to dangerous dog classifications. Despite having these regulations in place, the Florida Legislature does not define the term “sutures” for purposes of the State’s dangerous dog regulations or, more generally, animal control regulations. As a result, the need for a definition of “sutures” is imperative to ensure dog attacks that result in severe injuries are properly handled under the County’s dangerous dog process. Without a definition of sutures, the public health, safety, and welfare of the citizens, visitors, and domestic animals of Brevard County is put at risk.

Due to medical advancements and improved techniques for the treatment of injuries, the County finds it necessary and proper to amend Section 14-36, Brevard County Code, entitled “Definitions,” in order to adopt a definition of “sutures.” Such a definition will help effectuate and clarify applicable animal control regulations and ensure severe injuries caused by dog attacks are appropriately addressed.

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

**ORDINANCE NO. 2021-\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 14, ARTICLE II ENTITLED “ANIMAL CONTROL”; UPDATING SECTION 14-36, “DEFINITIONS”, TO INCLUDE A DEFINITION FOR SUTURES; PROVIDING FOR AN AREA ENCOMPASSED; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapters 767 and 828, Florida Statutes, the Brevard County Board of County Commissioners (the “County”) has the authority to adopt regulations to address the safety and welfare concerns caused by dog attacks on persons and/or domestic animals; and

**WHEREAS**, the County is further authorized to develop procedures and criteria for the implementation of Chapter 767, Part II, Florida Statutes, pertaining to dangerous dogs, and Section 828.27, Florida Statutes, pertaining to animal control regulations; and

**WHEREAS**, the County finds that dog attacks that result in severe injuries are a serious threat to the health, safety, and welfare of the citizens, visitors, and domestic animals of Brevard County; and

**WHEREAS**, the Florida Legislature does not define “sutures” for purposes of the State’s dangerous dog regulations or, more generally, animal control regulations;

**WHEREAS**, the need for such a definition is imperative to ensure dog attacks that result in severe injuries are properly handled under the County’s animal control regulations, including the dangerous dog process; and

**WHEREAS**, due to medical advancements and improved techniques for the treatment of injuries, the County finds it necessary and proper to provide a definition of sutures as it relates to injuries caused by dogs.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are incorporated by reference into this Ordinance.

**Section 2. Inclusion of Definition.** Section 14-36, Definitions, is hereby amended to include the following definition for “Sutures”:



Sutures means the process of joining two surfaces or edges together along a line by or as if by sewing. This definition shall include, but is not limited to, the use of stitches, staples, glue, and other mechanical, thermal, light-based, electromagnetic, or chemical means of closing wounds or lacerations.

**Section 3. Area Encompassed.** This Ordinance shall apply County-wide.

**Section 4. Inclusion in Code.** It is the intention of the Board that the provisions of this Ordinance shall become and be made part of the Brevard County Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered and that the word "Ordinance" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5. Conflict.** In the case of a direct conflict between any provision of this Ordinance and a provision of County law, rule, or regulation, the more restrictive shall apply.

**Section 6. Severability.** If any provision of this Ordinance or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 7. Effective Date.** A certified copy of this ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment. Unless specified otherwise, this Ordinance shall take effect upon adoption and filing as required by law.

**DONE, ORDERED AND ADOPTED,** in Regular Session, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rachel M. Sadoff, Clerk  
(SEAL)

\_\_\_\_\_  
Rita Pritchett, Chair

As approved by the Board on \_\_\_\_\_

**ORDINANCE NO. 2021-\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 14, ARTICLE II ENTITLED “ANIMAL CONTROL”; UPDATING SECTION 14-36, “DEFINITIONS”, TO INCLUDE A DEFINITION FOR SUTURES; PROVIDING FOR AN AREA ENCOMPASSED; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapters 767 and 828, Florida Statutes, the Brevard County Board of County Commissioners (the “County”) has the authority to adopt regulations to address the safety and welfare concerns caused by dog attacks on persons and/or domestic animals; and

**WHEREAS**, the County is further authorized to develop procedures and criteria for the implementation of Chapter 767, Part II, Florida Statutes, pertaining to dangerous dogs, and Section 828.27, Florida Statutes, pertaining to animal control regulations; and

**WHEREAS**, the County finds that dog attacks that result in severe injuries are a serious threat to the health, safety, and welfare of the citizens, visitors, and domestic animals of Brevard County; and

**WHEREAS**, the Florida Legislature does not define “sutures” for purposes of the State’s dangerous dog regulations or, more generally, animal control regulations;

**WHEREAS**, the need for such a definition is imperative to ensure dog attacks that result in severe injuries are properly handled under the County’s animal control regulations, including the dangerous dog process; and

**WHEREAS**, due to medical advancements and improved techniques for the treatment of injuries, the County finds it necessary and proper to provide a definition of sutures as it relates to injuries caused by dogs.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are incorporated by reference into this Ordinance.

**Section 2. Inclusion of Definition.** Section 14-36, Definitions, is hereby amended to include the following definition for “Sutures”:

*Sutures* means the process of joining two surfaces or edges together along a line by or as if by sewing. This definition shall include, but is not limited to, the use of stitches, staples, glue, and other mechanical, thermal, light-based, electromagnetic, or chemical means of closing wounds or lacerations.

**Section 3. Area Encompassed.** This Ordinance shall apply County-wide.

**Section 4. Inclusion in Code.** It is the intention of the Board that the provisions of this Ordinance shall become and be made part of the Brevard County Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered and that the word "Ordinance" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5. Conflict.** In the case of a direct conflict between any provision of this Ordinance and a provision of County law, rule, or regulation, the more restrictive shall apply.

**Section 6. Severability.** If any provision of this Ordinance or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 7. Effective Date.** A certified copy of this ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment. Unless specified otherwise, this Ordinance shall take effect upon adoption and filing as required by law.

**DONE, ORDERED AND ADOPTED**, in Regular Session, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rachel M. Sadoff, Clerk  
(SEAL)

\_\_\_\_\_  
Rita Pritchett, Chair

As approved by the Board on \_\_\_\_\_



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Miscellaneous

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J.5.

8/3/2021

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### **Subject:**

Board Discussion: Options Regarding Representations of Steven Powers, Lessee of Complex Cafe

### **Fiscal Impact:**

Indeterminate: Dependent on specific action taken by the Board and the comparative use of the space should the Board choose to terminate

### **Dept/Office:**

District 3

### **Requested Action:**

Board discussion of Steven Power's statements and breach of contract

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

On July 20<sup>th</sup>, 2021, Steven Powers came before the Board to request a reduction in rent payments for the lease to the Complex Café. During this discussion, Mr. Powers stated to the Board that he personally managed the café and was not engaging in subleasing. Documentation has come to light that showing Maria Paz Jordan Pulgarin has "purchased" and is running the café.

The lease states that "Vendor agrees not to assign or sublease the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Vendor's agents and employees, to occupy the premises or any part thereof, without first obtaining County's written consent. County expressly covenants that such consent shall not be unreasonably or arbitrarily refused. One consent by County shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Vendor's unauthorized assignment, sublease or license to occupy shall be void, and shall terminate the Contract at County's option. Vendor's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without County's written consent."

In fact, Mr. Powers has entered into a contract with Maria Pulgarin to "sell both café to Maria Paz Jordan Pulgarin. . .for the price of \$120,000. Maria Paz Jordan Pulgarin will take full control of both cafes [sic]." In return, Ms. Pulgarin appears to have agreed to pay this sum in payments of \$2,000 per month, including \$1,200 rent directly to a County employee. It goes on to state that the parties "have come to agreement for Steven Powers to sell both café to Maria Paz Jordan Pulgarin [sic]." There can be no question that this is a breach of contract, and that Mr. Powers failed to present this information to the Board on July 20<sup>th</sup>, 2021.

As to the breach of contract in subleasing, the lease entered into by Mr. Powers gives the County certain options moving forward, up to and including termination of the lease, at which time it may choose to re-let the location to another private entity, repurpose it for its own use, or to make arrangements with a constitutional office in exchange for a reasonable transfer. As such, it is requested that the Board discuss its options in moving forward with this property.

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



This promissory note is to confirm and to guarantee payments to Steven Powers from Maria Paz Jordan Pulgarin. Steven Powers has agreed to sell both cafes as one unit. To Maria Paz Jordan Pulgarin for the price of \$120,000 dollars. Maria Paz Jordan Pulgarin will take full control of both cafes. On July 1, 2021 and will pay Steven Powers each month \$2,000 on the 1<sup>st</sup> of each month. Until the full \$120,000 is paid in full. Steven Powers and Maria Paz Jordan Pulgarin have come to agreement for Steven Powers to sell both cafes to Maria Paz Jordan Pulgarin. Café 1 is listed as 2725 Judge Fran Jamieson way and café #2 is 2825 Judge Fran Jamieson Way. Located in Viera Florida, 32940

Maria Paz Jordan Pulgarin has agreed not to sell or remove any equipment without Steven Powers consent. A full video inventory has been taken with both Steven Powers and Maria Paz Jordan Pulgarin present. There is no interest on the payments and no pre-pay penalty. There is a late fee of \$100 if payment is not made by the 2<sup>nd</sup> of each month. Excluding holidays and weekends. Maria Paz Jordan Pulgarin has agreed to maintain all equipment to the highest standard. Maria Paz Jordan Pulgarin has the full understanding that default on payment Maria Paz Jordan Pulgarin must immediately turn over full control of both cafes to Steven Powers. Maria Paz Jordan Pulgarin has agreed to pay Steven Powers \$310 on the 25<sup>th</sup> of each month for insurance. And will have her own insurance in place by 07-01-2022 and will no longer be obligated to pay Steven Powers. Maria Paz Jordan Pulgarin understands failure to pay the insurance bill is considered default on the loan payment.

End of page one

Beginning of page two.

Payment breakdown is as followed.

1. \$1,200 is for rent each month due on the first of each month paid to Marry Bowers
2. \$2,000 is payment to loan due on the first of each month
3. \$310 is for Insurance due on the 25<sup>th</sup> of each month until 7-1-2022.

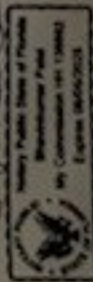
Maria Paz Jordan Pulgarin Has read and fully understands the terms and conditions of this promissory note. MPJ

I Maria Paz Jordan Pulgarin agreed to pay this promissory note as stated and for fill all of my obligations MPJ

I Maria Paz Jordan Pulgarin sign this promissory note of my own free will MPJ

Maria Paz Jordan Pulgarin MPJ

Steven Powers SP



B.V. Patel 05/16/2021



October 21, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item VI.C.2., Request from Viera Complex Food Service, Inc. to Extend Snack Bar Lease

The Board of County Commissioners, in regular session on October 20, 2015, approved extending the current Lease Agreement with the Viera Complex Food Services, Inc. to 2027 with the Consumer Price Index (CPI) starting in 2020, not exceeding three percent; and authorized the Right of First Refusal.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Donna Scott*  
for: Tammy Etheridge, Deputy Clerk

/ds

RECEIVED

OCT 27 2015

Brevard County  
Purchasing Services



## AMENDMENT TO LEASE AGREEMENT

**THIS AMENDMENT**, made and entered into this 20<sup>th</sup> day of October 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **VIERA COMPLEX FOOD SERVICES, INC.**, dba Complex Café, a Florida Corporation whose address is P.O. Box 411008, Melbourne, Florida 32941, hereinafter referred to as "Vendor".

### WITNESSETH:

**WHEREAS**, the County and Viera Complex Food Services, Inc., dba Complex Café, have previously entered into an Agreement dated May 4, 2004 which was amended by an Assignment of Modification Agreement dated September 25, 2007, a copy of which is attached hereto and incorporated herein as Exhibit A, and made a part hereof by this reference; and

**WHEREAS**, the Agreement dated September 25, 2007 was amended on October 12, 2010 a copy of which is attached hereto and incorporated herein as Exhibit B, and made a part hereof by this reference; and

**WHEREAS**, the Agreement dated October 12, 2010 was amended on October 18, 2011, a copy of which is attached hereto and incorporated herein as Exhibit C, and made a part hereof by this reference; and

**WHEREAS**, the Agreement dated October 12, 2010 was amended on October 18, 2011, a copy of which is attached hereto and incorporated herein as Exhibit D, and made a part hereof by this reference; and

**WHEREAS**, the Agreement dated October 18, 2011 was amended on February 21, 2012, a copy of which is attached hereto and incorporated herein as Exhibit E, and made a part hereof by this reference; and

**WHEREAS**, Viera Complex Food Services, Inc. has requested the current lease be extended an additional eight (8) years, to September 30, 2027.

**NOW, THEREFORE**, in consideration of the covenants and premises contained herein, the County, and Viera Complex Food Services, Inc. agree as follows:

**Section 1. Term.** The lease term (which would have terminated September 30, 2019 in accordance with the amendment dated February 21, 2012) is hereby extended for a period of eight (8) years, and will terminate on September 30, 2027, or on such earlier date as this Lease may terminate as hereinafter provided.

**Section 2. Base Rent:** The payment for rent, maintenance, operations and utilities shall remain a fixed rate of \$1,200.00 per month, \$14,400 annually, with rent relief at the Moore Justice Center Government Center-Viera as provided for in the Amendment dated October 18, 2011. Beginning September 30, 2020 annual base rent, and any subsequent renewals thereafter, shall be subject to a maximum adjustment not to exceed 3% in accordance with the



Consumer Price Index for All Urban Consumers, "U.S. City Average: All Items", published by the U.S. Department of Labor, Bureau of Labor Statistics.

**Section 3. Right of First Refusal.** Six (6) months prior to the termination/expiration of this Agreement as provided for in Section 1, Brevard County will advertise Request for Proposals for the snack bar concessions. In the event a proposer other than the Vendor makes an offer acceptable to the County, for a lease to commence upon October 01, 2027 (or earlier termination as provided for in Exhibit A), the County, prior to acceptance thereof, shall give the Vendor written notice thereof and a copy of said offer(s). The Vendor shall have thirty (30) days after receipt of such notice within which to elect to lease the Premises under the same terms and conditions of said offer. If Vendor shall elect to lease the Premises pursuant to this option and first refusal herein granted, it shall give written notice to the County of intent to exercise such option within the thirty (30) day period. Vendor's failure at any time to exercise this option under this paragraph shall not affect this Lease and the continuance of Vendor's rights and options under this and any other paragraph herein.

**Section 4.** All other terms and provisions of the Agreement dated May 04, 2004 as amended by the Assignment and Modification Agreement dated September 25, 2007, and further amended on October 12, 2010, October 18, 2011 and February 21, 2012, which are not inconsistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

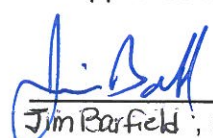
**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:



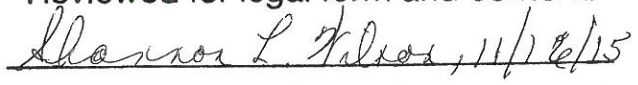
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA  
As approved by the Board on 10/20/2015



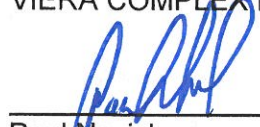
Jim Barfield, Chair

**Reviewed for legal form and content:**



(Assistant) County Attorney

VIERA COMPLEX FOOD SERVICES, INC.



Paul Novick  
Vice President



# BREVARD County

BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972



February 22, 2012

## MEMORANDUM

TO: Howard Tipton, County Manager

RE: Item VII.E.1., Citizen Request of Paul Novick, Owner of Complex Café – Contract Extension

The Board of County Commissioners, in regular session on February 21, 2012, approved an extension of Complex Café contract to September 30, 2019, to allow amortization of improvements to the Cafés at the Government Center and Moore Justice Center over a seven and one-half year period.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
MITCH NEEDELMAN, CLERK

*Tammy Etheridge*

Tammy Etheridge, Deputy Clerk

/kg

cc: Facilities

cc: Clerk to the Board  
Paul Novick, ComplexCafe

**Please have contracts signed and attested and return to:**

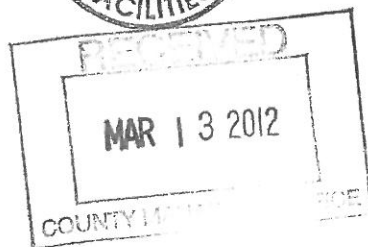
**Facilities Department  
Teresa Camarata  
Mail Stop #81**

*[Signature]*  
Steve Quickel, Facilities Dept Director

*See attached agreement*  
Shannon Wilson, Deputy County Attorney

*[Signature]*  
Stockton Whitten, Assistant Co Manager

3/27 scanned  
to Xdrive



PRINTED ON RECYCLED PAPER

## AMENDMENT TO LEASE AGREEMENT

**THIS AMENDMENT**, made and entered into this 21<sup>st</sup> day of February, 2012, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **VIERA COMPLEX FOOD SERVICES, INC.**, dba Complex Café, a Florida Corporation whose address is P. O. Box 411008, Melbourne, Florida 32941, hereinafter referred to as "Vendor".

### WITNESSETH:

**WHEREAS**, the County and Viera Complex Food Services, Inc., dba Complex Café, have previously entered into an Agreement dated May 4, 2004 which was amended by an Assignment and Modification Agreement dated September 25, 2007, a copy of which is attached hereto and incorporated herein as Exhibit A, and made a part hereof by this reference; and,

**WHEREAS**, the Agreement dated September 23, 2007 was amended on October 18, 2011, a copy of which is attached hereto and incorporated herein as Exhibit B, and made a part hereof by this reference; and

**WHEREAS**, Viera Complex Food Services, Inc. has requested the current lease be extended to September 30, 2019 in order for it to be able to amortize the cost of improvements it proposes to make to the premises to improve service.

**NOW, THEREFORE**, in consideration of the covenants and premises contained herein, the County, and Viera Complex Food Services, Inc. agree as follows:

**Section 1. Term.** The original lease term, which would have terminated on September 30, 2013, is extended for a period of six (6) years, and will terminate on September 30, 2019, or on such earlier date as this Lease may terminate as hereinafter provided.

**Section 2. Improvements.** In return for the extension of the term as provided for in Section 1 above, and in compliance with paragraph 19 of Exhibit A, the Vendor shall replace the serving and work cabinets/counters and repaint the walls of the cafés at both the Government Complex and the Moore Justice Center and add new dining booths in the café at the Government Complex. The Vendor has obtained estimates that indicate the improvements will cost approximately \$39,000.00. The Vendor shall provide the County with copies of the work orders and payments made for the work performed related to these improvements.

It is understood between the parties that this extension is for the purpose of allowing the Vendor to improve the environment and service at the cafés and to amortize the cost to the Vendor of making the improvements. Should the Vendor fail to make the improvements prior to August 30, 2013, the County reserves the right to terminate the Agreement (as amended) effective September 30, 2013 by providing the Vendor thirty (30) days advance written notice.

**Section 3.** All other terms and provisions of the Agreement dated May 4, 2004 as amended by the Assignment and Modification Agreement dated September 25, 2007, and further amended on October

18, 2011, which are not inconsistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first above written.

Reviewed for legal form and content:

Shannon R. Wilson, 3/7/12  
Shannon Wilson, Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
As approved by the Board on February 21, 1011

ATTEST:

Mitch Needelman  
Mitch Needelman, Clerk

Chuck Nelson  
Chuck Nelson, Chairman

Paul Novick  
Paul Novick, Viera Complex Food Services, Inc.



August 10, 2011

MEMORANDUM

TO: Howard Tipton, County Manager

RE: Item VII.E.1, Paul Novick – Complex Café

The Board of County Commissioners, in regular session on August 9, 2011, acknowledged request of Paul Novick, Complex Café, to amend contract providing rent relief at the Moore Justice Center when Judges are having conference and on holiday weeks; and directed staff to move forward with the reduction of rent.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
MITCH NEEDELMAN, CLERK

*Tammy Etheridge*

Tammy Etheridge, Deputy Clerk

/ds



*Approved for  
The Chairman's  
Signature  
[Signature]*

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, made and entered into this 18<sup>th</sup> day of October, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **VIERA COMPLEX FOOD SERVICES, INC.**, dba Complex Café, a Florida Corporation whose address is P. O. Box 411008, Melbourne, Florida 32941.

WITNESSETH:

**WHEREAS**, the County and Viera Complex Food Services, Inc., dba Complex Café, have previously entered into an Agreement on September 25, 2007, and amended on October 12, 2010, a copy of which is attached hereto and incorporated herein as Exhibit A, and made a part hereof by this reference.

**NOW, THEREFORE**, in consideration of the covenants and premises contained herein, the County, and Viera Complex Food Services, Inc. agree as follows:

**Section 1. Payment to County.** The payment for rent, maintenance, operations, and utilities is a fixed rate of \$1,200.00 per month, \$14,400.00 annually. Rent relief shall be provided at the Moore Justice Center when a majority of the Judges are attending a conference (and as a consequence, court proceedings are not being held), and on holidays at Moore Justice Center and the Government Center by deduction from the rent on a pro rata basis for the days as set forth in Exhibit "A".

**Section 2.** All other terms and provisions of the Agreement dated September 25, 2007, and amended on October 12, 2010, which are not inconsistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first above written.

Reviewed for legal form and content:

Shannon L. Wilson, 10/17/11  
Shannon Wilson, Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
As approved by the Board on October 12, 2010

ATTEST:

[Signature]  
Robin Fisher, Chairman

[Signature]  
Mitch Needelman, Clerk

[Signature]  
Paul Novick, Viera Complex Food Services, Inc.



**Moore Justice Center Holidays**

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Good Friday
4. Week including Memorial Day
5. Week including Independence Day
6. Week including Labor Day
7. Jewish New Year
8. Yom Kippur
9. Veteran's Day
10. Thanksgiving Week
11. Christmas Week

**Brevard County Government Center, Building C**

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day and following Friday
8. Christmas Eve
9. Christmas Day



October 13, 2010

MEMORANDUM

TO: Steve Quickel, Facilities Department Director      Attn: Teresa Camarata

RE: Item VI.C., Amendment to Lease Agreement with Viera Complex Food Services, Inc.

The Board of County Commissioners, in regular session on October 12, 2010, authorized the Chairman to execute an Amendment to the Lease Agreement with Viera Complex Food Services, Inc. for snack bars at the Government Center, Viera, and the Harry T. and Harriette V. Moore Justice Center. Enclosed are two certified copies of the Amendment to Lease Agreement for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tamara Van Fossan, Deputy Clerk

/jj

Encls. (2)

cc: Contracts Administration  
Finance  
Budget



## **AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDMENT**, made and entered into this 12<sup>th</sup> day of October, 2010, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **VIERA COMPLEX FOOD SERVICES, INC.**, dba Complex Café, a Florida Corporation whose address is P. O. Box 411008, Melbourne, Florida 32941.

### **WITNESSETH:**

**WHEREAS**, the County and Viera Complex Food Services, Inc., dba Complex Café, have previously entered into an Agreement dated May 4, 2004 which was amended by an Assignment and Modification Agreement dated September 25, 2007, a copy of which is attached hereto and incorporated herein as Exhibit A, and made a part hereof by this reference.

**NOW, THEREFORE**, in consideration of the covenants and premises contained herein, the County, and Viera Complex Food Services, Inc. agree as follows:

**Section 1. Paragraph 3. Base Rent. and Paragraph 4. Payment of Utilities and Maintenance are hereby amended, and combined as follows:**

**3. Base Rent, Utilities and Maintenance.** The payment for rent, maintenance and utilities (except as otherwise provided for herein) shall be a fixed rate of \$1,200.00 per month, \$14,400.00 annually effective October 1, 2010.

The total annual sum of the rent, maintenance and utilities is \$14,400.00, which sum is payable in equal monthly installments of Twelve Hundred Dollars (\$1,200.00), together with all applicable sales tax or use tax, in advance, on the first day of each calendar month during the term, the first such installment to be due October 1, 2010.

Any payment received after the seventh (7<sup>th</sup>) day of the month will be deemed late and carry an additional late charge penalty of five percent (5%). If payment is not paid within 15 days of the due date, the Vendor will be in default for nonpayment.

All natural gas costs utilized by the Vendor shall be borne and paid by the Vendor.

**Section 2. A new paragraph 4 is created to provide as follows:**

**4. Right of First Refusal.** Six (6) months prior to the expiration of the initial term, Brevard County will advertise Requests for Proposals for the snack bar concession. In the event a proposer other than the Vendor makes an offer acceptable to the County, for a lease to commence upon October 1, 2013 (or earlier termination as provided for in Exhibit "A"), the County, prior to acceptance thereof, shall give the Vendor written notice thereof and a copy of said offer(s). The Vendor shall have thirty (30) days after receipt of such notice within which to elect to lease the Premises under the same terms and conditions of said offer. If Vendor shall elect to lease the Premises pursuant to this option and first refusal herein granted, it shall give written notice to the County of intent to exercise such option within the thirty (30) day period. Vendor's failure at any time to exercise this option under this paragraph shall not affect this lease and the continuance of Vendor's rights and options under this and any other paragraph herein.

**Section 3.** All other terms and provisions of the Agreement dated May 4, 2004 as amended by the Assignment and Modification Agreement dated September 25, 2007, which are not inconsistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and seals on the date first above written.

Reviewed for legal form and content:


\_\_\_\_\_  
Shannon Wilson, Deputy County Attorney

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
As approved by the Board on October 12, 2010

ATTEST:

  
\_\_\_\_\_  
Mary Bolin, Chair

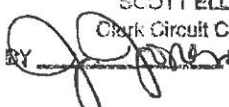
As approved by the Board 10-12-10

  
\_\_\_\_\_  
Scott Ellis, Clerk of Court

  
\_\_\_\_\_  
Paul Novick, Viera Complex Food Services, Inc.

STATE OF FLORIDA  
COUNTY OF BREVARD

This is to certify that the foregoing is a  
true and current copy of Amend.  
Lease Agmt witness my hand  
and official seal this 18 day of  
October 20 10

SCOTT ELLIS  
Clerk Circuit Court  
BY 

Reviewed for legal form and  
content: Shannon L. Wilson, 9/29/10  
(Assistant/County Attorney)



# ASSIGNMENT AND MODIFICATION AGREEMENT

**THIS ASSIGNMENT AND MODIFICATION AGREEMENT**, made and entered into this 25 day of September, 2007, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **LOGAN VENTURES, INC. dba M.A.S.H. HOAGIES**, and **VIERA COMPLEX FOOD SERVICES, INC.**, dba Complex Cafe, a Florida Corporation whose address is P. O. Box 411008, Melbourne, Florida 32941.

## WITNESSETH:

**WHEREAS**, the County and Logan Venture, Inc. dba M.A.S.H. Hoagies have previously entered into a Contract on May 4, 2004, a copy of which is attached hereto and incorporated herein as Exhibit A, and made a part hereof by this reference, and

**WHEREAS**, the County grants permission, and Logan Ventures, Inc. agrees to assign the lease to Viera Complex Food Services, Inc., with the same terms and conditions.

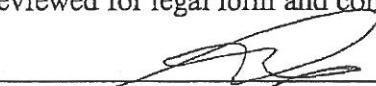
**NOW, THEREFORE**, in consideration of the covenants and premises contained herein, the County, and Viera Complex Food Services, Inc. agree as follows:

**SECTION 1.** The term of the Contract executed by the parties on May 4, 2004, shall be extended for a period of six (6) years commencing October 1, 2007, and terminating on September 30, 2013, or on such earlier date as provided in Exhibit A.

**SECTION 2.** All other terms and provision of the Contract dated May 4, 2004, which are not inconsistent with the terms and provisions of this Assignment and Modification Agreement, shall remain in full force and effect.


**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first above written.


Reviewed for legal form and content:

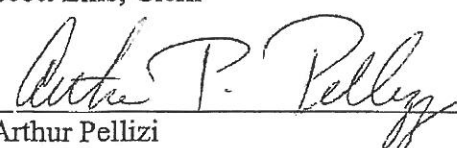
  
\_\_\_\_\_  
Scott Knox, County Attorney

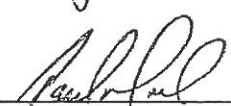
ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA  
As approved by the Board on September 25, 2007

  
\_\_\_\_\_  
Scott Ellis, Clerk

  
\_\_\_\_\_  
Jackie Colon, Chair

  
\_\_\_\_\_  
Arthur Pellizi  
Logan Ventures, Inc.

  
\_\_\_\_\_  
Paul Novick  
Viera Complex Food Services, Inc.



## CONTRACT

**THIS AGREEMENT**, made and entered into this 4<sup>th</sup> day of May, 2004, by and between **Logan Ventures, Inc. dba MASH Hoagies**, and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as County.

## WITNESSETH:

**NOW THEREFORE**, in consideration of the mutual promises and terms and conditions contained herein, the parties hereto hereby agree as follows:

1. **Description.** County hereby leases to Logan Ventures, Inc. and Logan Ventures, Inc. hereby hires from County, the space as presently constituted, hereinafter called "premises", located at 2725 Judge Fran Jamieson Way, and 2825 Judge Fran Jamieson Way, Melbourne, Florida 32940, known as the Brevard County Government Center, and Harry T. and Harriette V. Moore Justice Center, respectively, commonly known as the Snack Bars.
2. **Term.** The premises are leased for a term of five (5) years to commence on June 1, 2004, and terminate on May 31, 2009, or on such earlier date as this Lease may terminate as hereinafter provided. This contract may be renewed two times for additional twenty-four month periods, pending approval of the Board of County Commissioners.
3. **Base Rent.** The total annual rent is the sum of Eight Thousand Seven Hundred Sixty Dollars (\$8,760.00), which sum is payable in equal monthly installments of Seven Hundred Thirty Dollars (\$730.00), together with all applicable sales or use tax, in advance, on the first day of each calendar month during the term, the first such installment to be due June 1, 2004. Rent payments received after the seventh day of the month will be late and carry an additional late charge penalty of 5% of the Rent. If payment of rent, utilities, and maintenance charges are not paid fifteen (15) days from the due date, vendor will be in default for nonpayment. Rent payment will be renegotiated June, 2005, and annually thereafter. Annual base rent for the second year, and any subsequent renewal years shall be subject to a minimum adjustment in accordance with the Consumer Price Index for All Urban Consumers, "U. S. City Average: All Items", published by the U.S. Department of Labor, Bureau of Labor Statistics, for the most current period prior to the renewal date. The increase will commence September 1 of each consecutive year.
4. **Payment of Utilities and Maintenance.** Vendor shall pay to County the sum of Five Hundred Dollars (\$500.00) for building maintenance and Two Hundred Seventy Dollars (\$270.00) per month for utility expenses incurred in the operation of the food concession service described herein. All natural gas costs utilized by Vendor shall be borne and paid by Vendor. In the event of an increase in the cost of utility services for the premises, the monthly payment for utilities shall be adjusted accordingly.
5. **Use of Premises.** The premises are to be used as a food service concession and Vendor agrees to restrict its use to such purposes, and not to use, or permit the use of the premises for any other purpose without first obtaining the consent, in writing, of County or of County's authorized agent.
6. **Insurance:** Vendor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

**General Liability Insurance.** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury and Property Damage.

**Automobile Liability Insurance.** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limit for Bodily Injury and Property Damage.

**Workers' Compensation and Employers Liability Insurance.** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

**Insurance Certificates:** Vendor shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County is an additional insured, and that County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**7. Indemnification:** Vendor shall indemnify and hold harmless the County and their employees from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Vendor, or anyone directly or indirectly employed by Vendor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by Vendor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for Vendor, under workers' compensation acts, or other related policies of insurance. Vendor acknowledges adequate consideration for this agreement.

**8. No Use that Increases Insurance Risk.** Vendor shall not use the premises in any manner, even in its use for the purposes for which the premises are leased, that will increase risk covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause cancellation to any insurance policy covering the building. Vendor further agrees not to keep on the premise, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the premises. Vendor shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and building.

**9. Licenses, Permits, and Taxes.** Vendor agrees to secure and maintain all licenses and permits required to operate a food service concession and pay all taxes and assessments, including any applicable sales or use tax, which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Lease, and to meet all federal, state, county and municipal laws, ordinances, policies and rules applicable to the operation of a food service concession and commercial vending enterprise.

**10. Tenant's Exclusive Right to Provide Food Concession and Vending Services.** Vendor will be the sole food service provider, excluding vending machine service, and County will not allow any other food concerns, other than vending machine providers, to operate on the premises during the term of this contract.

**11. No Waste, Nuisance or Unlawful Use.** Vendor shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

**12. Repairs and Maintenance.** Vendor acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Brevard County shall ensure that the building conforms to all fire, building, and other codes. County shall maintain the structural portions of the Premises in reasonably good order and condition, as well as the mechanical equipment installed in the Premises as of the Lease Date, including the HVAC system, except for damage occasioned by act or omission of Vendor or its contractors, agents, invitees, licensees or employees, the repair of which damage shall be paid by Vendor. County shall maintain the Premises in good and safe condition, including plate glass, electrical and plumbing systems, in as good condition as received, normal wear and tear excepted. Vendor shall be responsible for all repairs required, excepting the roof, exterior walls, and structural foundation, which shall be maintained by County. Vendor shall also be responsible for interior pest control, janitorial service, refuse removal, and fire extinguishers.

**13. Alterations, Changes and Additions.** No structural changes, alterations or additions shall be made by Vendor to the premises without the prior written consent of County. Any such alterations, changes and additions shall remain for the benefit of and become property of the County.

**14. Delivery Acceptance and Surrender of Premises.** County represents that the premises are in fit condition for use as a food service concession. Vendor agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Vendor shall surrender the premises to County at the end of the Contract term, if the Contract is not renewed, in the same condition as when Vendor took possession, allowing for reasonable use and wear, in damages by acts of God, including fire and storm. Vendor shall remove all business signs or symbols placed on the premises by it before redelivery of the premises to County, and to restore the portion of the premises on which they were placed in the same condition as before their placement.

**15. Partial Destruction of Premises.** Partial destruction of the premises shall not render this Contract void, or terminate it except as herein provided. If the premises are partially destroyed during the term of this Contract, County shall repair them, when such repairs can be made in conformity with local, state, and federal laws and regulations, within sixty (60) days of the partial destruction. Rent for the premises will be reduced proportionately to the extent to which the repair operations interfere with the normal conduct of Vendors business on the premises. If the repairs cannot be so made within the time limited, County has the option to make them within a reasonable time and continue this Contract in effect with proportional rent rebate to Vendor as provided for herein. If the repairs cannot be so made in sixty (60) days and if County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Contract. If the building in which the leased premises are located is more than one-third destroyed, County may at its option terminate the Contract whether the premises are injured or not.

**16. County's Entry for Inspection and Maintenance.** County reserves the right to enter onto the premises at reasonable times to inspect them, to perform required maintenance and repair, or to make additions or alteration to any part of the building in which the premises under contract are located, and Vendor agrees to permit County to do so. County may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without any obligation to reduce Vendors' rent for the premises during such period, and without incurring liability to Vendor for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

**17. Vendor's Exclusive Right to Operate Food Service Concession.** County hereby agrees to permit Vendor to operate the food service concession on property of County, at the location described herein. Vendor will be the sole food service operator, and County will not allow any other food concerns to operate out of the Government Center, Viera, or the Harry T. and Harriette V. Moore Justice Center during the term of this contract.

**18. Signs, Awnings, Marquees, Etc.** Vendor will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without County's written consent thereto. Vendor further agrees to remove signs, displays, advertisements or decorations it has placed, or permitted to be placed on the premises which in County's opinion, are offensive or otherwise objectionable. If Vendor fails to remove such signs, displays, advertisements or decorations within ten (10) days after receiving a written notice from County to remove same, County reserves the right to enter the premises and remove them at Vendors expense.

**19. Operation and Maintenance.** Vendor agrees as follows:

- a. To hire and utilize only personnel of satisfactory qualifications.
- b. To cooperate with County officials in all matters pertaining and relating to the operation of the concession.
- c. To keep the building and immediate premises clean and orderly in accordance with Florida State Sanitation or any applicable laws, regulations or ordinances. County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions maintained on the premises.
- d. To provide and adequately arrange to offer the public a satisfactory concession in the nature of food and beverage consistent with good business management during all periods of the year.

A schedule of food items offered to the general public shall be subject to the approval of the Facilities Director or designee, and shall be posted at all times in full view of the public. Vendor agrees that the fees charged for goods and services will be competitive with commercial establishments within the central Brevard county area, and that such fees will not exceed the average retail prices of the same or comparable items charged by commercial establishments within the County

- e. Maintain the following operating hours:

Monday through Friday (excluding holidays)

8:00 a.m. until 4:00 p.m.

Board Meeting Dates

8:00 a.m. until 4:00 p.m., or until Board Adjournment, at the discretion of Vendor

Night Board Meeting Dates

8:00 a.m. until 4:00 p.m., or after 4:00 p.m. at the discretion of Vendor.

- f. That all improvements and any changes made by Vendor to the building shall be at the cost of Vendor and subject to prior approval by the County.
- g. To install and maintain at Vendors expense all required equipment, including coolers, stoves, sinks and such other equipment as is needed to operate the concession, including customer seating to accommodate at least forty (40) customers at each location. This is to include any required safety or fire prevention equipment necessary for proper operation. Vendor should be aware that the premises are not ventilated to handle equipment such as deep fat fryers, etc.
- h. Vendor realizes that this concession is in a public facility and that its staff will be dealing with the public, and as such, their demeanor must be appropriate.
- i. To keep food source in sound condition and no spoilage.
- j. To properly maintain product temperature.
- k. To have no unwrapped and potentially hazardous food being re-served.
- l. To keep personnel with infections restricted.
- m. To have personnel use good hygienic practices.
- n. To have food equipment and utensils properly cleaned and sanitized.
- o. To use a safe water source.
- p. To provide accessibility to toilet and hand washing facilities.
- q. No presence of pests.
- r. Properly store and label toxic items.
- s. Properly install and maintain safety items such as fire extinguishers, exiting system, adequate electrical wiring and any gas appliances.
- t. To adequately pick up and dispose of garbage for the concession operation, including the furnishing of containers for trash. Vendor shall meet all standards of franchise garbage and disposal collection specifications. County will not be responsible for any rubbish or waste disposal not acceptable to the franchise rubbish or waste disposal company/contractor.

Any violation of these provisions will constitute a breach of the conditions of this lease and may result in the cancellation of same. In the event of cancellation or termination of this Contract Vendor shall remove its personal property from the premises. Any personal property not removed within ten (10) days of the effective date of termination of the Contract shall become the property of the County.



**20. County Obligations.** County agrees as follows:

To provide for electrical service capabilities, water and sewer services to the shell of the specific area described as the leased premises.

To provide maintenance of the exterior of the buildings, interior hallways, and restrooms.

**21. Accounting and Auditing Procedures.** All food sales shall be registered on a cash register with the amount of sale visible to the public. Daily cash register tapes shall be dated and kept as a permanent record. In the performance of this Agreement, the Tenant 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 the Agreement shall be open to inspection during regular business hours by an authorized representative of the Office 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.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Tenant in the United States or any other country. food sales shall be registered on a cash register with the amount of sale visible to the public. Daily cash register tapes shall be dated and kept as a permanent record. All transactions of Vendor shall be subject to audit upon reasonable notice, and all necessary records for said audit shall be available, upon reasonable request, for audit purposes to Brevard County and its auditors. Sales tax reports made to the State of Florida will be provided to the County as prepared.

**22. Tenants Assignment, Sublease or License for Occupation by Other Persons.** Vendor agrees not to assign or sublease the leased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except Vendor's agents and employees, to occupy the premises or any part thereof, without first obtaining County's written consent. County expressly covenants that such consent shall not be unreasonably or arbitrarily refused. One consent by County shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Vendor's unauthorized assignment, sublease or license to occupy shall be void, and shall terminate the Contract at County's option. Vendor's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without County's written consent.

**23. Contract Breached by Tenant's Receivership Assignment for benefit of Creditors, Insolvency, or Bankruptcy.** Appointment of a receiver to take possession of Vendor's assets (except a receiver appointed at County's Request as herein provided), and its general assignment for benefit of credits, or in Vendor's insolvency or taking or suffering action under the bankruptcy act is a breach of this Contract.

**24. County's Remedies on Tenant's Breach.** If Vendor breaches this Contract, County shall have the following remedies in addition to its other rights and remedies in such event:

- a. County may re-enter the premises immediately, and remove all Vendor's personal property therefrom. County may store the property in a public warehouse or at another place of its choosing at Vendor's expense or to Vendor's account.
- b. Termination. After re-entry, County may terminate the Contract on giving fifteen (15) days written notice of such termination to Vendor, re-entry only without notice of termination will not terminate the Contract.
- c. Re-letting Premises. After re-entering, County may relet the premises or any part thereof, for any term, without terminating the Contract at such rent and on such terms as it may chose. County may make alterations and repairs to the premises.
  1. Liability of Tenant on re-letting. Vendor shall be liable to County in addition to its other liability for breach of the Contract for all expenses of the re-letting, and of the alterations and repairs made, which County may incur. In addition Vendor shall be



liable to County for the difference between the rent received by county under the re-letting and the rent installments that are due for the same period under this Contract.

2. Application of rent on re-letting. County at its option may apply the rent received from re-letting the premise as follows:

- a) To reduce Vendor's indebtedness to county under the Contract, not including indebtedness for rent;
- b) To expenses of the re-letting and alterations and repairs made;
- c) To rent due under this Contract;
- d) To payment of future rent under this Contract as it becomes due.

If the new Vendor does not pay a rent installment promptly to County, and the rent installment has been credited in advance of payment to Vendor's indebtedness other than rent, or if rentals from the new Vendor have been otherwise applied by County as provided for herein, and during any rent installment period are less than the rent payable for the corresponding installment period under this Contract, Vendor agrees to pay County the deficiency separately for each rent installment deficiency period, and before the end of that period.

County may at any time after such re-letting terminate the Contract for the breach because of which it re-entered and re-let.

County may recover from Vendor on terminating the Contract for Vendor's breach all damages approximately resulting from the breach, including the cost of recovering the premises, and the work of the balance of this Contract over the reasonable rental value of the premises for the remainder of the Contract term, which sum shall be immediately due County from Vendor.

- d. Appointment of Receiver. After re-entry, County may procure the appointment of a receiver to take possession of and collect rent and profits from Vendor's business. If necessary, to collect such rents and profits the receiver may carry on Vendor's business and take possession of Vendor's personal property used in the business, including inventory, trade fixtures, and furnishing, and use them in the business without compensating Vendor therefore. Proceedings for appointment of a receiver by County, or the appointment of a receiver and the conducting by him of Vendor's business shall not terminate this Contract unless County has given Vendor written notice of such termination as provided herein.

**25. Animals.** Vendor shall not keep or allow domestic or other animals (except service animals) on or about the premises.

**26. Entire Contract:** This contract, together with any exhibits, task assignments and schedules constitute the entire contract between the County and Vendor and supersedes all prior written or oral understandings. This contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

**27. No Waiver of Covenants or Conditions.** The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Contract cannot be changed or terminated orally.

**28. Subordination of Contract.** This contract shall be subject and subordinate to all underlying leases and to mortgages and trust deeds that may now or hereafter affect such leases or the real property of which the premises form a part, and also to all renewals, modifications, consolidations and replacements of such underlying leases, mortgages, and trust deeds. Although no instrument or act on the part of Vendor shall be necessary to effectuate such subordination, Vendor will, nevertheless, execute and deliver such further instruments confirming such subordination of this Contract as may be desired by the holders of such

mortgages and trust deeds or by any of the County's under such underlying leases. Vendor hereby appoints County as its attorney-in-fact, irrevocably, to execute and deliver any such instrument for Vendor. If any underlying lease to which this Lease is subject terminates, Vendor shall, on timely request attorn to the owner of the reversion.

**29. Subordination of Security Interest.** This contract shall be superior to any security interest any third party may have under the Uniform Commercial Code as adopted by the State of Florida or any other security interests document, in Vendors equipment, property or fixtures located on the premises. Vendor hereby covenants and represents that the equipment, property or fixtures of Vendor located at the premises are not subject to any security interest or liens superior to that of the County's.

**30. Successors in Interest.** This contract and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

**31. Severability.** In the event a court of competent jurisdiction determines any sentence, provision, paragraph, or section of this Contract to be null and void, the remaining parts of this agreement shall continue in full force and effect as though such sentence, provision, paragraph or section had been omitted from said Contract.

**32. Venue.** Venue for any legal action brought by any party to this Contract to interpret or construe this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida.

**33. Additions, Deletions, or Modifications of Services:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be adjusted on a prorated basis.

**34. Attorney's Fees:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs, and any trial shall be non-jury.

**35. Governing Law:** This agreement shall be governed, interpreted and construed according to the ordinances and laws of Brevard County and the State of Florida.

**36. Compliance with Statutes:** It shall be Vendors responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.

**37. Assignments:** Vendor shall not assign any portion of this agreement.

**38. Termination:** The County retains the right to terminate the contract, in part or in its entirety, with good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party, the awarded vendor shall be paid for services performed through the date of termination. If either party refuses to perform any of the provisions of this contract or otherwise fails to satisfy the contract provisions, the performing party may notify the other party in writing of the non-performance and terminate the contract or such part of the contract as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination.

**39. Independent Contractor:** Vendor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute Vendor or any of its agents or employees to be the agent, employee or representative of the County.

**40. Right to Audit Records:** In the performance of this Agreement, the Grantee 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 Office and shall be retained by the Grantee for a period of three years after termination of this 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.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by Grantee in the United States or any other country.

**41. Federal Tax ID Number:** Vendor shall provide to the County their Federal Tax ID Number or if Vendor is a sole proprietor, a Social Security Number.

**42. Employment:** Vendor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this contract without written consent from the County.

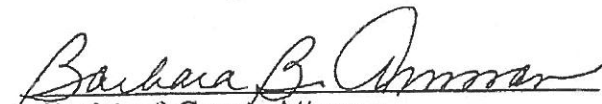
**43. Construction of Agreement:** The parties hereby acknowledge that they have fully reviewed this agreement, its attachments and have had the opportunity to consult with legal counsel of their choice, and that this agreement shall not be construed against any party as if they were the drafter of this Agreement.

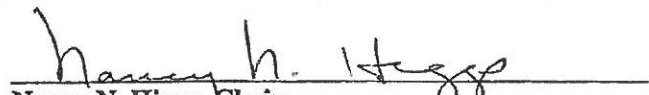
**44. Notice:** Notice under this agreement shall be given to Brevard County Facilities Department, 2725 Judge Fran Jamieson Way, Melbourne, FL 32940. Notice shall be given to Vendor by mailing written notice, postage prepaid to 4230 Woodhaven Dr., Melbourne, FL 32935

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

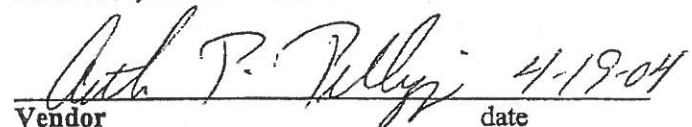
As approved by the Board on 5-4-2004

Reviewed for legal form and content:

  
(Assistant) County Attorney

  
Nancy N. Higgs, Chair  
Board of County Commissioners  
Brevard County, Florida

  
Scott Ellis, Clerk of Court

 4-19-04  
Vendor date



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Miscellaneous

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J.6.

8/3/2021

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### **Subject:**

District 3 American Rescue Plan Act (ARPA) Allocation

### **Fiscal Impact:**

No impact to general fund. Approximately \$2 million in ARPA funds previously allocated to District 3

### **Dept/Office:**

District 3

### **Requested Action:**

Pursuant to the Board action regarding allocating remaining funding associated with the American Rescue Plan Act taken on July 20<sup>th</sup>, 2021, it is requested that the Board approve District 3's proposal regarding additional pay for Board employees who did not receive hazard pay under the CARES act and were designated as essential employees under Board Resolution 2021-053.

Staff would be authorized to construct the allocation in a way which would give maximum flexibility to achieve all goals of the Board regarding ARPA funding, particularly as it relates to the use of revenue replacement funding.

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

On July 20<sup>th</sup>, 2021, the Board approved earmarking approximately \$2 million of ARPA funding per district for use according to the Commissioners' discretion, contingent on approval of the Board. Consistent with this measure and memos previously distributed to the Board by the District 3 Commissioner, it is proposed to allocate the District 3 discretionary funding to County employees who did not previously receive hazard pay for work during the COVID-19 emergency.

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