



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.28.

9/14/2021

Subject:

Approve Emergency Management to submit for the Rebuild Florida General Infrastructure Grant Program with the School Board as a co-applicant and beneficiary.

Fiscal Impact:

There is no impact on the General Fund. The School Board will be responsible for administering the project, funding the local match, and maintaining the project after completion. This grant is federally funded and administered by the Florida Department of Economic Opportunity (DEO).

Dept/Office:

Public Safety Group: Emergency Management

Requested Action:

It is requested that the Board of County Commissioners approve Emergency Management to submit for the Rebuild Florida General Infrastructure Program (GIP), with the School Board as co-applicant, and authorize the County Manager to execute a Memorandum of Understanding (MOU) with the School Board, if the project is selected for funding. It is also requested that the Board authorize the County Manager or designee to submit and execute any additional changes, documents, or budget actions, as well as any amendments to the Memorandum of Understanding, subject to approval by the County Attorney's Office and Risk Management.

Summary Explanation and Background:

Deficiencies of the public safety radio communication were identified as a "significant factor in the delayed response times" in the Marjory Stoneman Douglas High School Public Safety Commission's initial report. By applying to the Rebuild Florida General Infrastructure Program, Brevard County, as the eligible entity and in partnership with the School District, can contribute to the enhancements of the public safety radio system inside the schools to provide the proper in-building radio coverage and communications to the first responders.

The Rebuild Florida General Infrastructure Program provides funding to implement mitigation activities that reduce previously identified hazard risks. The School District staff is preparing the grant application with assistance from Brevard County Emergency Management.

The School District received the approval to submit from the School Board on August 24, 2021, see attached agenda.

Clerk to the Board Instructions:

Please provide the Clerk's memorandum to Brevard County Emergency Management Department.



August 24, 2021 School Board Meeting

Title

Rebuild Florida Community Development Block Grant - Mitigation General Infrastructure Program Grant

Meeting Date(s)

Consent w/o Information - 08/24/2021

Consent Type

Discussion

The Rebuild Florida General Infrastructure Grant Program is administered by the Florida Department of Economic Opportunity and is federally funded. The competitive program focuses on "high impact activities to minimize or eliminate risks and reduce losses from future disasters...the funds provide an opportunity to improve state and local planning protocols and procedures." The goal of the program is to protect critical community lifelines, which include safety and security; food, water and shelter; and communications.

One of the eligible activities is to fortify buildings that are essential to the health, safety and welfare of a community, which includes schools. Unfortunately, school districts are not eligible applicants. However, the District and Brevard County are proposing to partner on a project that would improve first responder communication capabilities in school buildings. Brevard County will be the grant applicant and the District will be a co-applicant. If the project is selected for funding, an interlocal agreement will need to be developed between the District and Brevard County. Brevard County will be the grant recipient, but the District will be responsible for administering the project, funding the local match and maintaining the project after completion. The District staff is preparing the grant application with assistance from Brevard County Emergency Management. The Board of County Commissioners will consider the grant submittal on August 31.

The minimum grant amount is \$2 million. Although no local match is required, local participation enhances the project score. Sales surtax revenue has been allocated for supporting this project in year 5, but can be advanced if needed. The grant application is under development. Grant submittals are due by September 17, 2021.

The application process requires a public notice and comment period. The public notice will be posted on the District web site with an opportunity to submit comments during the comment period, planned for August 25 through September 10. District staff is also reaching out to municipal first-responder agencies to request their support for the project.

Recommendation

Approve submission of an application to the Rebuild Florida General Infrastructure Grant Program as a co-applicant with Brevard County to improve first responder communication capabilities in school buildings.

Authority for Action

F.S. 1001.42

Involves Expenditure of Funds Directly in the Classroom

No

Source of Funding

Agenda Item will not Require the Expenditure of Funds

https://agenda.brevardschools.org/publishing/august-24-2021-school-board-meeting/118_2417.html

Financial Impact

FY	Amount	Budgeted	Fund	Cost Center	Project	Function	Object	Program

Legal Counsel Review

No

Contact

Susan Hann, P.E. Assistant Superintendent Facilities Services 321 633 1000 ext. 11446

Attachments



"Gateway to Nature and Space"

555 SOUTH WASHINGTON AVENUE
TITUSVILLE, FLORIDA 32796-3584
POST OFFICE BOX 2806 (32781-2806)

RECEIVED
BREVARD COUNTY

SEP 07 2021

August 30, 2021



OFFICE OF THE MAYOR
(321)-383-5802
FAX (321)-383-5704
www.titusville.com

EMERGENCY MANAGEMENT

Ms. Lizzet Ruiz
Public Safety Radio Systems Manager
Brevard County Emergency Management
1746 Cedar Street
Rockledge, Florida 32955

RE: Rebuild Florida General Infrastructure Program
Emergency Responder Radio Coverage in School Facilities

Dear Ms. Ruiz:

It is my pleasure to write a letter on behalf of the City of Titusville in support of the Emergency Responder Radio Coverage in School Facilities proposal being submitted by the Brevard County Board of County Commissioners in partnership with the School Board of Brevard County for the Rebuild Florida General Infrastructure Program.

The ICC International Fire Code and the National Fire Prevention Association Fire Code recommend requirements related to emergency responder radio coverage in new and existing buildings. Many of the District's school buildings need critical communication infrastructure upgrades to ensure first responders can communicate with each other during critical incidents or storm events.

The City of Titusville fully supports this project as we are an active partner with the School District and Brevard County Emergency Operations during any critical incident affecting a school in our community. Communication is one of the most important aspects of any critical incident response.

Sincerely,

Daniel E. Diesel
Mayor

DD/vb



City Manager's Office
65 Stone St. | Cocoa, FL 32922
Phone: (321) 433-8686 | Fax: (321) 433-8690

September 1, 2021

Ms. Lizzet Ruiz
Public Safety Radio Systems Manager
Brevard County Emergency Management
1746 Cedar Street
Rockledge, Florida 32955

RE: Rebuild Florida General Infrastructure Program
Emergency Responder Radio Coverage in School Facilities

Dear Ms. Ruiz:

It is my pleasure to write a letter on behalf of the City of Cocoa in support of the Emergency Responder Radio Coverage in School Facilities proposal being submitted by the Brevard County Board of County Commissioners in partnership with the School Board of Brevard County for the Rebuild Florida General Infrastructure Program.

The ICC International Fire Code and the National Fire Prevention Association Fire Code recommend requirements related to emergency responder radio coverage in new and existing buildings. Many of the District's school buildings need critical communication infrastructure upgrades to ensure first responders can communicate with each other during critical incidents or storm events.

The City of Cocoa fully supports this project as we are an active partner with the School District and Brevard County Emergency Operations during any critical incident affecting a school in our community. Communication is one of the most important aspects of any critical incident response.

Sincerely,

Stockton Whitten
City Manager
City of Cocoa



August 30, 2021

Ms. Lizzet Ruiz
Public Safety Radio Systems Manager
Brevard County Emergency Management
1746 Cedar Street
Rockledge, FL 32955

RE: Rebuild Florida General Infrastructure Program
Emergency Responder Radio Coverage in School Facilities

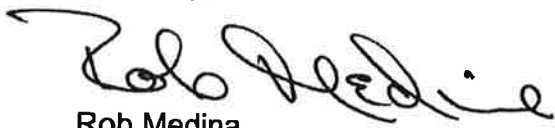
Dear Ms. Ruiz:

It is my pleasure to write a letter on behalf of the City of Palm Bay in support of the Emergency Responder Radio Coverage in School Facilities proposal being submitted by the Brevard County Board of County Commissioners in partnership with the School Board of Brevard County for the Rebuild Florida General Infrastructure Program.

The ICC International Fire Code and the National Fire Prevention Association Fire Code recommend requirements related to emergency responder radio coverage in new and existing buildings. Many of the District's school buildings, to include those located within Palm Bay city limits, need critical communication infrastructure upgrades to ensure first responders can communicate with each other during critical incidents or storm events.

The City of Palm Bay fully supports this request as we are an active partner with the School District and Brevard County Emergency Operations during any critical incident affecting a school in our community. Communication is one of the most important aspects of any critical incident response.

Sincerely,



Rob Medina
Mayor

Legislative Department

120 Malabar Road SE • Palm Bay, FL 32909-3009
Phone: 321.952.3414 • Fax: 321.953.8971
Visit our website: www.palmbayflorida.org



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.29.

9/14/2021

Subject:

Request Approval to Accept the High Bid for Public Sale of Surplus Property 2021-2407634 and Authorization for Chair to Execute All Necessary Documents. (District 2)

Fiscal Impact:

\$91,650.00 -- Fiscal Impact FY 21/22 Revenue from the sale of the property less advertising and administration fees will be returned to Fund 1112/R30333 and the parcel will be re-inserted on the tax rolls.

Dept/Office:

Central Services / Asset Management

Requested Action:

It is requested that the Board of County Commissioners:

- Approve the sale of a surplus parcel of property pursuant to Florida Statute 125.35 (1)(a) by accepting the high bid received in the amount of \$91,650.00 received from Aye Buy Used Cars Inc., W Jenkins, President.
- Authorize the BoCC Chair to execute all contracts and contract related documents upon review and approval by the County Attorney's Office.

Summary Explanation and Background:

The subject surplus parcel is a 1.5-acre parcel identified as Parcel I.D 24-35-25-00-758 and Tax I.D. 2407634, located at 472 Gray Rd, Cocoa. The parcel is located in Brevard County District 2.

In 2011, NRMD was in the process of constructing a flood relief project in the West Cocoa area with funding from the Department of Economic Opportunity and FEMA HMGP funding. The Engineer of Record saw an opportunity to improve the project and further reduce flooding by creating a new ditch for the runoff through parcel 24-35-25-00-758. In April of 2012, the County acquired the parcel which included a house on city water and septic system (the condition of the septic system is unknown). The ditch construction project required the main water service to the house to be severed. The County has no use for the house so after the project was completed, NRMD started the process of splitting the property and selling the parcel with the house.

A public auction was conducted and sealed bids were opened on July 21, 2021. The County received one bid from Aye Buy Used Cars Inc., W Jenkins, President in the amount of \$91,650.00.

The Brevard County Property Appraiser's Office values the parcel at \$64,360. A separate, independent appraisal was conducted and valued the parcel at \$87,000.00.

It is requested that the Board accept the high bid in the amount of \$91,650.00, authorize the sale of this

property, and authorize the Chair to execute all contracts and contract related documents upon review and approval from the County Attorney's Office.

Clerk to the Board Instructions:

Asset Management

Finance

Budget



December 9, 2020

M E M O R A N D U M

TO: Steve Darling, Central Services Director

RE: Item F.12., Approval of Sale of Surplus Real Property Located at 472 Gray Road, Cocoa by Sealed Bidding Process

The Board of County Commissioners, in regular session on December 8, 2020, authorized the advertisement for sale of a surplus parcel of real property located at 472 Gray Road, Cocoa via the sealed bidding process in accordance with §125.35(1)(a); and established a minimum bid requirement of \$87,000 based on the most recently completed appraisal of the parcel.

Your continued cooperation is always appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK**

A handwritten signature in cursive script, appearing to read "Donna Scott".

Kimberly Powell, Clerk to the Board

/ns

cc: Asset Management
Finance
Budget

Received

JAN 14 2021

Asset Management

LAND APPRAISAL REPORT

2017-3976-A-015

File No. 14099-A

SUBJECT

Borrower

Census Tract

0624.00

Map Reference

24-35-25-00

Property Address

472 GRAY ROAD

City

COCOA

County

BREVARD

State

FL

Zip Code

32926

Legal Description

TWP. 24 RNG. 35 SEC. 25 SUBD 00 PARCEL #758

Sale Price \$

Date of Sale

Loan Term

_____ yrs.

Property Rights Appraised

☒ Fee

☐ Leasehold

☐ De Minimis PUD

Actual Real Estate Taxes \$

0

(yr)

Loan charges to be paid by seller \$

Other sales concessions

Lender/Client

BREVARD COUNTY PUBLIC WORKS DEPT.

Address

2725 JUDGE FRAN JAMIESON WAY , VIERA , FL 32940

Occupant

VACANT

Appraiser

HOWARD A. SULLIVAN JR.

Instructions to Appraiser

APPRAISE MARKET VALUE.

NEIGHBORHOOD

Location

☐ Urban

☒ Suburban

☐ Rural

Built Up

☐ Over 75%

☒ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☒ Steady

☐ Slow

Property Values

☐ Increasing

☒ Stable

☐ Declining

Demand/Supply

☐ Shortage

☒ In Balance

☐ Oversupply

Marketing Time

☐ Under 3 Mos.

☒ 4-6 Mos.

☐ Over 6 Mos.

Present

45 % One-Unit

5 % 2-4 Unit

2 % Apts.

3 % Condo

25 % Commercial

Land Use

10 % Industrial

10 % Vacant

_____ %

Change in Present

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

Land Use

(*) From

To

Predominant Occupancy

☒ Owner

☐ Tenant

10 % Vacant

One-Unit Price Range

\$

4,500

to \$

600,000

Predominant Value \$

223,000

One-Unit Age Range

_____ yrs. to

0

_____ yrs.

100

Predominant Age

40

_____ yrs.

40

Employment Stability

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Convenience to Employment

☐

☒

☐

☐

Convenience to Shopping

☐

☒

☐

☐

Convenience to Schools

☐

☒

☐

☐

Adequacy of Public Transportation

☐

☒

☐

☐

Recreational Facilities

☐

☒

☐

☐

Adequacy of Utilities

☐

☒

☐

☐

Property Compatibility

☐

☒

☐

☐

Protection from Detrimental Conditions

☐

☒

☐

☐

Police and Fire Protection

☐

☒

☐

☐

General Appearance of Properties

☐

☒

☐

☐

Appeal to Market

☐

☒

☐

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)

THE SUBJECT IS LOCATED IN AN AREA OF MIXED USES INCLUDING SFR, MULTI FAMILY, RETAIL, AND INDUSTRIAL. HOMES IN THE AREA RUN FROM OLDER SMALL HOMES ON TYPICAL LOTS, NEWER HOMES ON TYPICAL LOTS, AND LARGER CUSTOM BUILT HOMES ON 1+ ACRE HOME SITES. SHOPPING AND CITY SERVICES ARE LOCATED IN THE GENERAL AREA OF THE SUBJECT. HOMES SHOW AVERAGE MAINTENANCE AND SITE IMPROVEMENTS.

SITE

Dimensions

IRREGULAR

=

1.5 ACRES

☐ Corner Lot

Zoning Classification

RU-2-8

Present Improvements

☒ Do

☐ Do Not

Conform to Zoning Regulations

Highest and Best Use

☒ Present Use

☐ Other (specify)

Public

Other (Describe)

Elec.

☒

Gas

☐

NONE

Water

☒

San. Sewer

☐

SEPTIC SYS

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access

☒ Public

☐ Private

Surface

ASPHALT

Maintenance

☒ Public

☐ Private

☐ Storm Sewer

☐ Curb/Gutter

☐ Sidewalk

☒ Street Lights

Topo

BELOW ROAD GRADE

Size

TYPICAL FOR AREA

Shape

IRREGULAR

View

TYPICAL FOR AREA

Drainage

APPEARS ADEQUATE

Is the property located in a FEMA Special Flood Hazard Area?

☐ Yes

☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)

NO ADVERSE EASEMENTS OR ENCROACHMENTS NOTED OR OBSERVED DURING THE INSPECTION. FLOOD MAP PAGE 12099C0425G DATED 03/17/2014. ZONE X. THE SUBJECT IS LOCATED NEXT TO A LARGE COUNTY OWNED DRAINAGE CANAL. THE SUBJECT HAS A 3,060 SQUARE FOOT SINGLE FAMILY HOME ON THE SITE. SEE ATTACHED COMMENTS.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3			
Address	472 GRAY ROAD COCOA , FL 32926	XXX DEVONSHIRE AVE. COCOA, FL 32926	3848 COMMON PLACE COCOA, FL 32926	XXX OSAGE STREET COCOA, FL 32926			
Proximity to Subject		3.01 miles NW	2.76 miles N	3.75 miles NW			
Sales Price	\$	\$ 70,000	\$ 60,000	\$ 54,500			
Price \$/Sq. Ft.	\$	\$ 1.43	\$ 1.35	\$ 1.25			
Data Source(s)	INSPECTION	MLS / PUBLIC RECORDS	MLS / PUBLIC RECORDS	MLS / PUBLIC RECORDS			
ITEM	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust.	DESCRIPTION	+ (-) \$ Adjust.	DESCRIPTION	+ (-) \$ Adjust.
Date of Sale/Time Adj.		03/06/2020		10/04/2019		07/17/2020	
Location	AVERAGE	AVERAGE		AVERAGE		AVERAGE	
Site/View	1.5 ACRES	1.12 ACRE	+21,000	1.02 ACRE	+26,400	1 ACRE	+27,500
WATER	CITY	CITY		CITY		CITY	
SEWER	SEPTIC SYSTEM	SEPTIC SYSTEM		SEPTIC SYSTEM		SEPTIC SYSTEM	
Sales or Financing Concessions		CASH ARMS LENGTH		OWNER FIN. ARMS LENGTH		CASH ARMS LENGTH	
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 21,000		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 26,400		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 27,500	
Indicated Value of Subject		Net 30.0 % Gross 30.0 % \$ 91,000		Net 44.0 % Gross 44.0 % \$ 86,400		Net 50.5 % Gross 50.5 % \$ 82,000	
Comments on Market Data	THE COMPARABLE OFFER VALUES FOR THE SUBJECT BETWEEN \$82,000 AND \$91,000. THE AVERAGE IS \$86,500 AND THE MID POINT IS \$86,500. A FINAL ESTIMATE OF VALUE OF \$87,000 IS FELT TO BE WELL SUPPORTED. ADJUSTMENTS FOR SITE SIZE ARE MADE ON \$55,000 PER ACRE.						

Comments and Conditions of Appraisal

PLEASE SEE ATTACHED COMMENTS.

RECONCILIATION

Final Reconciliation

THE MARKET APPROACH IS GIVEN TOTAL WEIGHT IN THE FINAL ESTIMATE OF VALUE AS IT IS THE ONLY APPROACH FELT TO APPLY TO VACANT SINGLE FAMILY LAND.

I (WE) ESTIMATE THE MARKET VALUE OF THE SUBJECT PROPERTY AS OF

08/27/2020

TO BE \$

87,000

Appraiser

HOWARD A. SULLIVAN JR.

Supervisory Appraiser (if applicable)

WILLIAM H. BENSON III MAI,SRA

Date of Signature and Report

September 14, 2020

Date of Signature

September 14, 2020

Title

Title

State Certification #

CERT RES RD1195

ST

FL

State Certification #

CERT GEN RZ1027

ST

FL

Or State License #

ST

Or State License #

ST

Expiration Date of State Certification or License

11/30/2020

Expiration Date of State Certification or License

11/30/2020

Date of Inspection (if applicable)

☐ Did

☒ Did Not

Inspect Property

Date of Inspection

Supplemental Addendum

File No. 14099-A

Borrower				
Property Address	472 GRAY ROAD			
City	COCOA	County	BREVARD	State FL Zip Code 32926
Lender	BREVARD COUNTY PUBLIC WORKS DEPT.			

COMMENTS ON THE SUBJECT IMPROVEMENTS:

ON THE SUBJECT SITE IS A CONCRETE BLOCK WITH STUCCO BUILDING, WITH A SHINGLE ROOF. THE BUILDING HAS BEEN VACANT FOR SOME TIME AND VANDALS HAVE GOTTEN IN AND DAMAGED THE INTERIOR. WALLS AND CEILINGS HAVE BEEN DAMAGED IN ORDER TO REMOVE COPPER WIRING AND PLUMBING. IN ADDITION PEOPLE HAVE BEEN LIVING IN THE BUILDING WITH NO WATER OR ELECTRIC SERVICE. THE BATHROOMS AND THE KITCHEN HAVE BEEN DAMAGED AS WELL. IT IS OUR OPINION, CONSIDERING THE COST TO REPAIR THE BUILDING THAT THE CURRENT IMPROVEMENTS SHOULD BE REMOVED FROM THE SITE IN ORDER FOR A NEW HOME TO BE BUILT.

WHEN THE CURRENT BUILDING ON THE SITE WAS CONSTRUCTED, THE IMPACT FEE'S WERE PAID TO THE COUNTY TO ALLOW THE BUILDING TO BE BUILT. THESE PAID IMPACT FEE'S REMAIN IN EFFECT AND NO NEW CHARGES WOULD BE DUE IF A NEW BUILDING WAS PROPOSED FOR THE SUBJECT SITE ONCE THE CURRENT BUILDING IS REMOVED. TOTAL IMPACT FEE CREDITS OF \$9,838.06 WERE CONFIRMED BY THE BREVARD COUNTY BUILDING DEPARTMENT TO BE APPLICABLE TO THE SUBJECT AFTER DEMOLITION; APPLICABLE TO REDEVELOPMENT OF SUBJECT SITE. ESTIMATES TO REMOVE THE CURRENT BUILDING RANGE FROM \$5,700 TO \$7,972 AND ARE INCLUDED IN THIS REPORT. THE SAVINGS FROM THE IMPACT FEES TENDS TO OFF SET THE COST OF REMOVING THE BUILDING, RESULTING IN NO ADJUSTMENTS TO THE COMPARABLE SALES FOR THE REMOVAL.

CURRENTLY THERE IS NO WATER SERVICE TO THE SUBJECT. THE WATER LINES WERE CUT BY BREVARD COUNTY WHILE IN THE PROCESS OF INSTALLING THE DRAINAGE DITCH TO THE SOUTH OF THE BUILDING. THE CITY OF COCOA HAS A WATER LINE RUNNING ALONG GRAY ROAD AND THE SUBJECT COULD BE CONNECTED TO THIS LINE FOR A MINIMAL COST.

COMMENTS RELATED TO UNDERWRITER GUIDELINES:

ALL OF THE SALES ARE LOCATED OVER 1 MILE FROM THE SUBJECT. THIS INCREASE IN SEARCH AREA WAS NEEDED BECAUSE OF THE LACK OF SALES IN THE IMMEDIATE VICINITY OF THE SUBJECT. CONSEQUENTLY, WE WERE FORCED TO CONSIDER SALES FURTHER AWAY. THESE SALES WERE THE RESULT OF THIS EXPANDED SEARCH. ALL ARE CONSIDERED TO BE WELL WITHIN THE SAME MARKETING AREA AS THE SUBJECT.

SALE #2 SOLD OVER 6 MONTHS AGO. THIS INCREASE IN MARKET TIME WAS NEEDED IN ORDER TO PROVIDE THE MOST RECENT SALE IN THE SUBJECT PROJECT FOR THIS ANALYSIS. MARKET TO MARKET CONDITIONS HAVE BEEN CONSIDERED AND ARE BELIEVED TO BE STABLE AND NO ADJUSTMENT IS NEEDED. IF MORE RECENT SALES WERE AVAILABLE IN THE SUBJECT'S PROJECT, AND THEY SHARED THE CLOSE COMPATIBILITY OF THESE SALES, THEN WE WOULD HAVE USED THEM.

THE PICTURES USED FOR THE COMPARABLE SALES MAY BE ORIGINAL PICTURES, PRIOR FILE PHOTOS, OR MLS PICTURES. EVERY EFFORT IS MADE TO USE THE PICTURE THAT OFFERS THE BEST VIEW OF THE COMPARABLE SALES. IN THIS CASE AERIAL PHOTOS FROM THE BREVARD COUNTY PROPERTY APPRAISERS WEB SITE HAVE BEEN USED AS IT IS FELT THEY OFFER THE BEST VIEW OF LARGE ACREAGE VACANT LAND SITES. MOST LOTS IN THE AREA OF THE SUBJECT ARE WOODED AND FRONT VIEWS OFFER A VERY LIMITED PICTURE OF THE SITE. IN ADDITION IT IS NOT ALWAYS POSSIBLE TO KNOW THE EXACT LOCATION OF THE COMPARABLE SALE SITES. MANY BLOCKS HAVE NO HOMES BUILT AND NO SURVEY OR LOCATION MARKERS TO INDICATE THE DIFFERENT LOTS.

WE PREVIOUSLY APPRAISED THE SUBJECT ON 11/10/2017 FOR BREVARD COUNTY..

THE VALUE ESTIMATED IN THIS REPORT IS BASED ON THE ASSUMPTION THAT THE PROPERTY IS NOT NEGATIVELY AFFECTED BY THE EXISTENCE OF HAZARDOUS SUBSTANCES OR DETRIMENTAL ENVIRONMENTAL CONDITIONS; THAT IT CONTAINS NO ENVIRONMENTALLY SENSITIVE WETLANDS OR IS THE HABITAT FOR ANY ENDANGERED SPECIES. WE ARE NOT EXPERTS IN THE IDENTIFICATION OF SUCH CONDITIONS; HOWEVER , OUR ROUTINE INSPECTION OF AND INQUIRES ABOUT THE SUBJECT PROPERTY DID NOT DEVELOP ANY INFORMATION THAT INDICATED ANY APPARENT SIGNIFICANT CONDITIONS THAT WOULD AFFECT THE PROPERTY NEGATIVELY. IT IS POSSIBLE THAT TESTS AND INSPECTIONS MADE BY QUALIFIED HAZARDOUS SUBSTANCE AND ENVIRONMENTAL EXPERTS WOULD REVEAL THE EXISTENCE OF HAZARDOUS MATERIALS, ENVIRONMENTAL CONDITIONS, OR ENDANGERED SPECIES ON OR AROUND THE PROPERTY THAT WOULD NEGATIVELY AFFECT IT'S VALUE.

SCOPE OF THE APPRAISAL

USPAP defines the Scope of Work as, "the type and extent of research and analyses in an assignment". According to the Scope of Work Rule, in each appraisal, appraisal review, and appraisal reporting assignment, an appraiser must:

Identify the problem to be solved:
Determine and perform the scope of work necessary to develop credible assignment results; and
Disclose the scope of work in the report.

The scope of work includes but is not limited to:
The extent to which the property is identified;
The extent to which the tangible property is inspected;

Supplemental Addendum

File No. 14099-A

Borrower					
Property Address	472 GRAY ROAD				
City	COCOA	County	BREVARD	State	FL Zip Code 32926
Lender	BREVARD COUNTY PUBLIC WORKS DEPT.				

The type and extent of the data researched; and
The type and extent of analyses applied to arrive at opinions or conclusions.

The Scope of Work performed must be sufficient to develop credible assignment results. For this appraisal assignment, the appraisers performed the following tasks to complete this appraisal assignment in a competent manner and to be in compliance with the Uniform Standards of Professional Practice (USPAP).

Identification of Appraisal Problem: The appraisal problem and purpose of this appraisal report was to estimate the market value of the subject property.

Property Identification: The subject property was identified by the legal description included in this appraisal report, along with maps and other exhibits gathered during the appraisal assignment research. The subject property was then inspected.

Property Inspection: A physical inspection of the subject property was conducted.

Data Research: We gathered detailed information regarding the subject property from various sources including the client, property owner, and various government sources. The type of data gathered included zoning, taxes, flood, hazard areas, availability of utilities and all relevant subject property data available. We also researched market data from sales and listings of properties similar and competitive with the subject. Sources searched for market data included public records and other third party data service providers along with data from other real estate appraisers and real estate brokers and market participants.

Analyses Developed to Form an Opinion of Market Value: Upon completion of all necessary research, we have concluded that the Sales Comparison Approach was the only applicable approach to form a reliable opinion of market value of the fee simple interest in the subject property. The Cost Approach and Income Approach are not relied upon by market participants for this property type. After our extensive research, it has been concluded that there are a sufficient number of reasonably similar comparable sales. Therefore, we have completed all approaches necessary to form a reliable indication of market value for the fee simple interest in the subject property.
INTENDED USE OF THE REPORT - INTENDED USER OF THE REPORT

The intended use of this appraisal is to assist the client in decision making. Brevard County is the intended user of the report.

Subject Photo Page

Borrower				
Property Address 472 GRAY ROAD				
City	COCOA	County	BREVARD	State FL Zip Code 32926
Lender BREVARD COUNTY PUBLIC WORKS DEPT.				



Subject Front

472 GRAY ROAD
Sales Price
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location AVERAGE
View 1.5 ACRES
Site
Quality
Age



SOUTH SIDE OF SUB.



Subject Street

Comparable Photo Page

Borrower				
Property Address	472 GRAY ROAD			
City	COCOA	County	BREVARD	State FL Zip Code 32926
Lender	BREVARD COUNTY PUBLIC WORKS DEPT.			



Comparable 1

XXX DEVONSHIRE AVE.
Prox. to Subj. 3.01 miles NW
Sales Price 70,000
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location AVERAGE
View 1.12 ACRE
Site
Quality
Age



Comparable 2

3848 COMMON PLACE
Prox. to Subj. 2.76 miles N
Sales Price 60,000
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location AVERAGE
View 1.02 ACRE
Site
Quality
Age

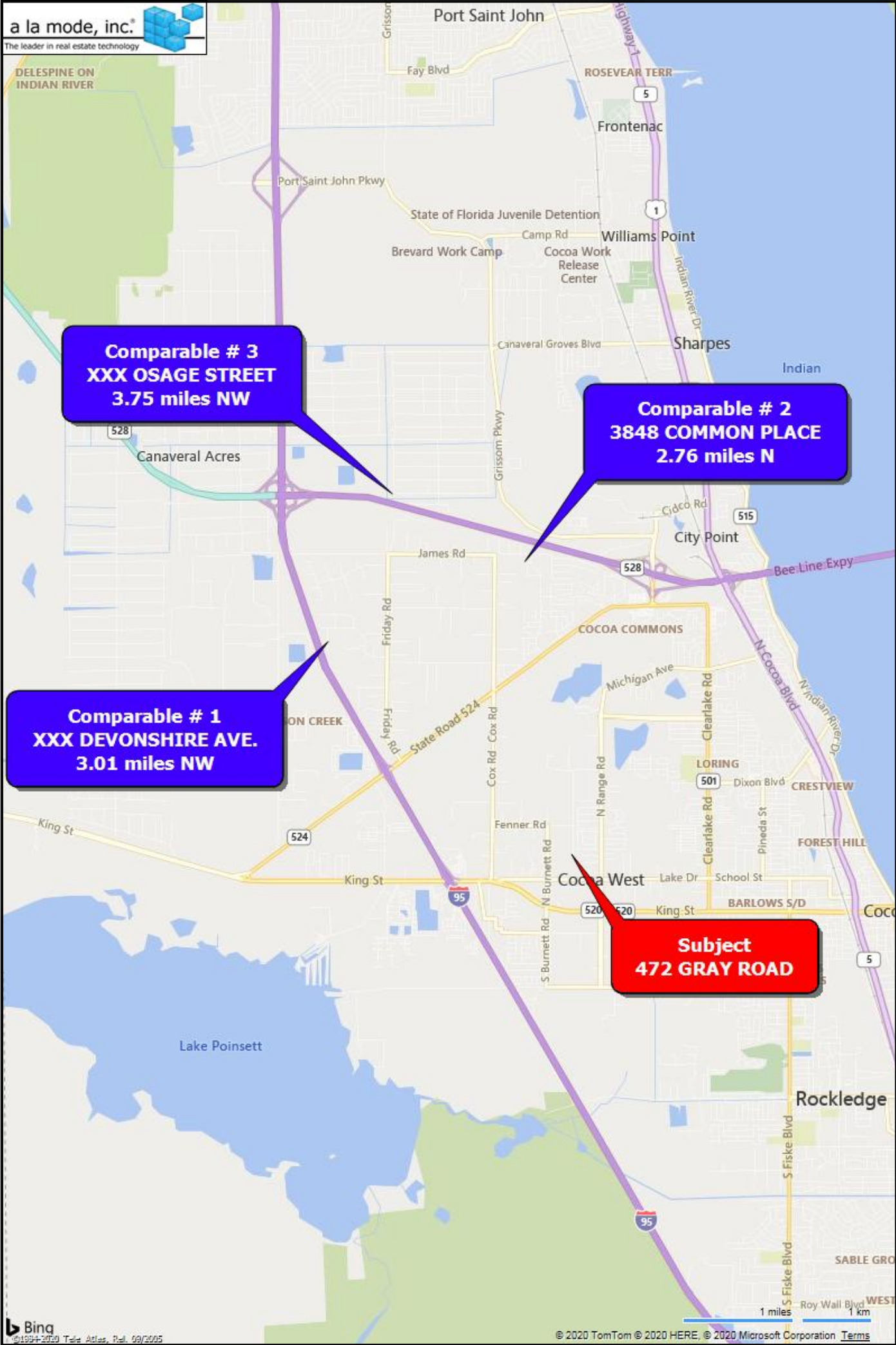


Comparable 3

XXX OSAGE STREET
Prox. to Subj. 3.75 miles NW
Sales Price 54,500
G.L.A.
Tot. Rooms
Tot. Bedrms.
Tot. Bathrms.
Location AVERAGE
View 1 ACRE
Site
Quality
Age

Location Map

Borrower				
Property Address 472 GRAY ROAD				
City	COCOA	County	BREVARD	State FL Zip Code 32926
Lender BREVARD COUNTY PUBLIC WORKS DEPT.				



Aerial Map

Borrower				
Property Address	472 GRAY ROAD			
City	COCOA	County	BREVARD	State FL Zip Code 32926
Lender	BREVARD COUNTY PUBLIC WORKS DEPT.			



DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- 9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
- 10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 472 GRAY ROAD , COCOA , FL 32926

APPRAISER:

Signature: Howard A. Sullivan Jr
Name: HOWARD A. SULLIVAN JR.
Title: _____
State Certification #: CERT RES RD1195
or State License #: _____
State: FL Expiration Date of Certification or License: 11/30/2020
Date Signed: September 14, 2020

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: William H. Benson III
Name: WILLIAM H. BENSON III MAI,SRA
Title: _____
State Certification #: CERT GEN RZ1027
or State License #: _____
State: FL Expiration Date of Certification or License: 11/30/2020
Date Signed: September 14, 2020
☐ Did ☒ Did Not Inspect Property

PROJECT NAME: Grey Road Demo
PROJECT ADDRESS: 472 Grey Road, Cocoa
CONTRACTOR: Jack
Cell #:
E-Mail: jackmtn@yahoo.com

DESCRIPTION	DEMO TYPE	QUAN.	UNIT	UNIT COST	
House	CBS Single	1	LS	\$	5,200.00

Transport Equipment	Mobilization	1	LS	\$	500.00

NOTES:
Included in Estimate:
Demo and Remove. Import fill on grade as needed at 12.00 per CY

Not Included in estimate:
Septic Tank Abandonment, Grass, Import Fill

FRANK-LIN SERVICES OF BREVARD, LLC
6240 NORTH US1
MELBOURNE, FL 32940
pcharamut@franklinexcavating.com
PROJECT MANAGER: PETE CHARAMUT (CELL) 321-288-3805

PHONE: 321-259-3206
FAX: 321-259-3206

DATE: 9/14/2020

TOTAL \$
\$ 5,200.00

\$ 500.00
\$ 5,700.00

205
3

PROPOSAL



DBI Demolition
 2838 Sarno Road
 Melbourne, FL 32935
 (321) 725-4239 / (321) 253-1535 fax
 demoman@cfl.rr.com

PROPOSAL NO.	No 6933
SHEET NO.	1
DATE	9/10/2020

PROPOSAL SUBMITTED TO:

NAME	Bill Benson
ADDRESS	Bttn. Bill Benson
PHONE NO.	(321) 984-0999

WORK TO BE PERFORMED AT

NAME	472 Gray Rd.
	Cocoa, FL. 32926
EMAIL	admin@whbenson.com

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Removal of Structure (Single Story) Slab, Footers
Removal of All Concrete Surfaces
Seed / Mulch
Rough Grade
Note: No Fill Dirt

Permits by **DBI** Utility disconnects by **DBI**

All debris removed from site. DBI retains all salvage.

DBI is not responsible for any damage to driveways, sidewalks, yard or anything buried or underground due to equipment.

This bid does not include septic tank abandonment. If abandonment is required there is an additional charge of \$800.00/tank. Work must be done at the same time as demolition.

All material is guaranteed to be specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Seven thousand nine hundred and seventy two Dollars (\$ **7,972⁰⁰**)

With payments to be made as follows, **upon completion.**

Respectfully submitted **[Signature]**

Per **Wid T. Bell**

Any alteration or deviation from above specifications involving extra costs will be executed only upon, written order, and will become extra charges over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

NOTE - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payments will be made as outlined above.

Signature _____
 Date _____ Signature _____

PROPOSAL

PARCEL

Parcel I.D.	24-35-25-00-758
Tax I.D.	2407634
BCPAO Market Value Total:	\$64,360.00



Account: 2407634 Parcel ID: 24-35-25-00-758
Sale: 4/24/2012 \$220,000 - Improved
BCPAO Market Value: \$64,360
Owners: Brevard County
Address: 472 Gray Rd Cocoa FL 32926

BID SHEET
COUNTY LAND SALE 2021-2407634
TAX ID: 2407634
472 GRAY ROAD PARCEL

BID AMOUNT \$ 91,050
(Minimum Bid \$87,000)

NAME Aye Buy Used AM
Print Name and Title W. Jenkins President

SIGNATURE [Signature]

ADDRESS 2207 N. Cocoa Blvd

CITY Cocoa

STATE FL ZIP CODE 32922

STATE OF INCORPORATION (LLC) FL

PHONE 672-4006
321-258-7412

AS-IS CONTRACT FOR SALE AND PURCHASE

Attachment A

Seller: Board of County Commissioners, Brevard County, Florida
2725 Judge Fran Jamieson Way, Viera, Florida, 32940

Buyer: Aye Buy Used Cars Inc

Legal description of property being transferred: See Exhibit A

Tax Parcel ID: 24-35-25-00-758

The transfer shall be made pursuant to the following terms and conditions and the Standards for Real Estate Transactions, attached to this contract.

Purchase price: 91,650


Deposit: \$ 9,165⁰⁰ (ten percent of the Buyer's bid) shall be paid to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

Time for acceptance of offer; effective date; facsimile: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before November 30, 2021, the deposit(s) will, at Seller's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

Title evidence: At least 15 days before closing date Buyer may, at Buyer's option and sole expense, obtain a title search and/or title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

Closing Date: This transaction shall be closed and the deed and other closing papers delivered ***within 90 days of the effective date of this contract***, unless modified by other provisions of this Contract. [If applicable, FDEP will have to approve the survey due to the mean high-water lines. This will take additional time.]

Warranties: The following warranties are made and shall survive closing. SELLER hereby represents and warrants to the BUYER that SELLER has not engaged or dealt with any agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby.

Buyer Initials 

Inspections: (a) BUYER shall have 30 days from Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire; (b) Buyer shall be responsible for prompt payment for such inspections and repair damage to and restoration of the Property resulting from such inspections and this provision; (c) shall survive termination of this Contract; and (d) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of all further obligations under this Contract, except as provided in this Paragraph. Unless Buyer exercises the right to cancel granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building, environmental, and safety codes, restrictions of requirements and shall be responsible for any and all repairs and improvements required by Buyer's lender.

Special Clauses: See attached addendum

BOARD OF COUNTY COMMISSIONERS

BREVARD COUNTY, FLORIDA

As approved by the Board

Rita Pritchett, Chair

Date

Attest: _____
Rachel Sadoff, Clerk to the Board

7-20-21

Date

Buyer Signature

FE #
59-2974069

Driver's License # (Buyer)

Buyer Initials



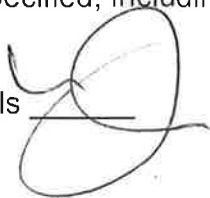
Reviewed for legal form and content:



(Assistant) County Attorney

- F. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by proration. Proration will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of taxbill.
- G. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Buyer.
- H. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow a mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (2015), as amended.
- I. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and

Buyer Initials

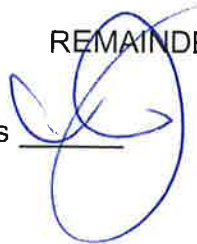


deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

- J. CONVEYANCE:** Seller shall convey title to the Real Property by County deed in substantially the same form as set forth in Section 125.411, Florida Statutes.
- K. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.
- L. DISCLOSURES:** (a) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer; (b) Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property; (c) Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation; (d) Seller has no knowledge of any repairs or improvements made of the Property without compliance with governmental regulation which have not been disclosed to Buyer (Property is vacant).
- M. PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

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Buyer Initials _____



STANDARDS FOR REAL ESTATE TRANSACTIONS

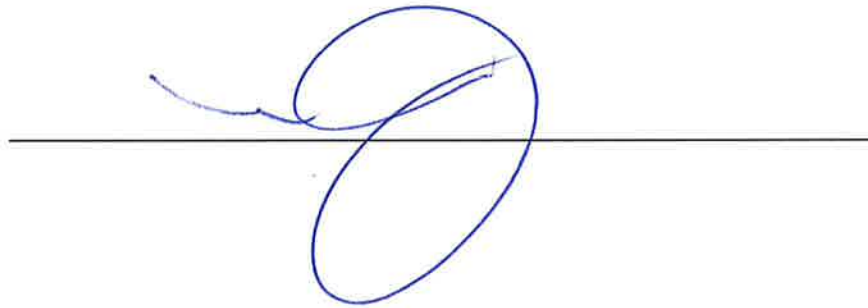
- A. EVIDENCE OF TITLE:** (Applicable in the event Buyer opts to obtain a title commitment at Buyer expense) A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is, Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefore. If Seller is unable to remove the defects within the times allowed therefore, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract.
- B. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.
- C. TIME PERIOD:** Time is of the essence in this Contract.
- D. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.
- E. EXPENSES:** Documentary stamps on the deed, if required and recording of corrective instruments shall be paid by Buyer. Buyer will pay for the cost of recording the deed.

Buyer Initials 

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE

1. BUYER shall purchase the property in AS-IS condition.
2. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person 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.
3. No utilities are available during BUYER'S 30 day inspection period.

BUYER's Initials, Acknowledging and Agreeing to Addendum:



Buyer Initials _____

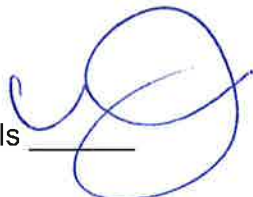
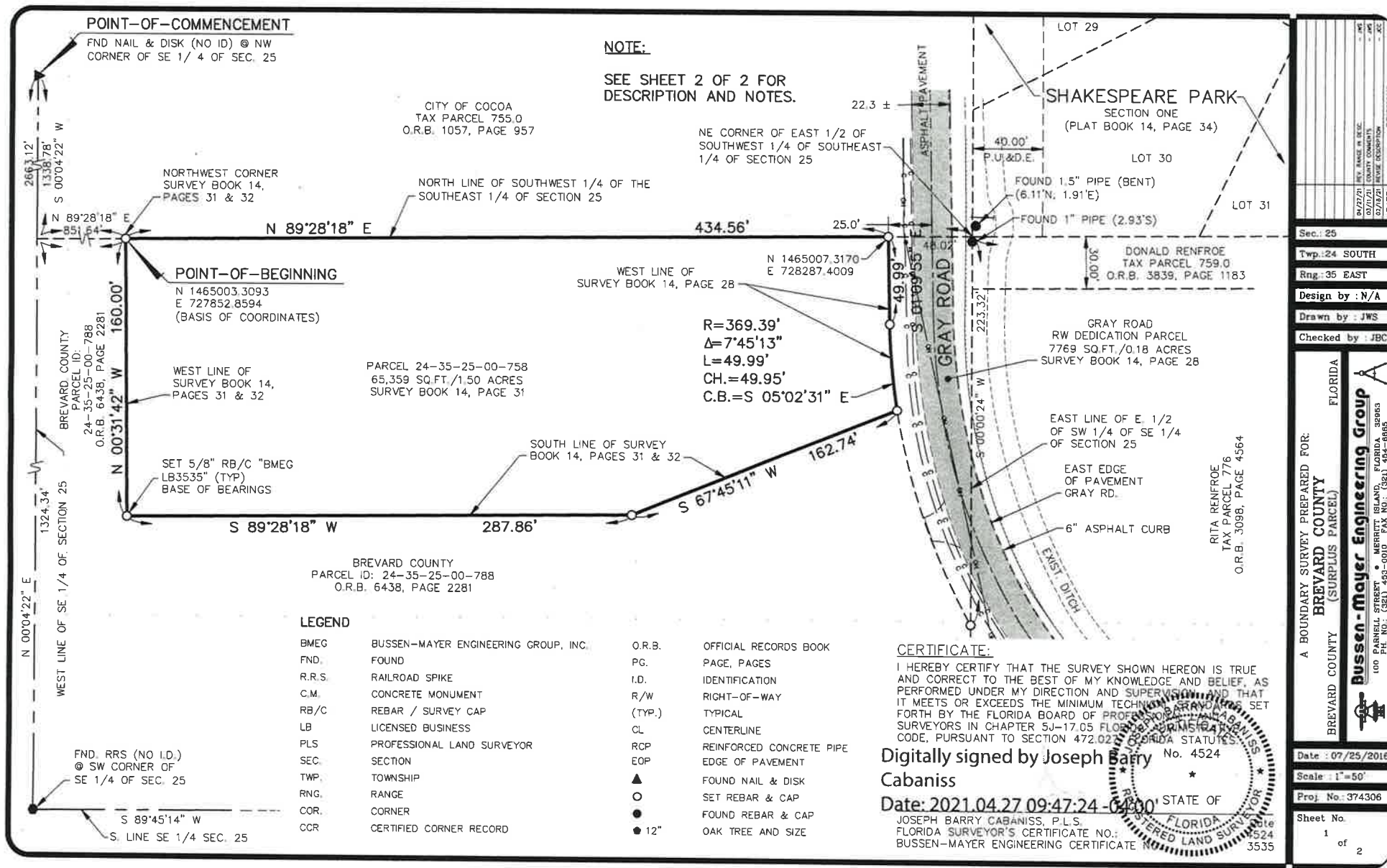


EXHIBIT "A"



A PARCEL OF LAND BEING A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, AS DESCRIBED IN SURVEY BOOK 14, PAGES 31 & 32 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALL LYING IN SECTION 25, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE 5.00' 04"22"W., ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 1338.78 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE N.89° 28'18"E., ALONG SAID NORTH LINE, A DISTANCE OF 851.64 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN SURVEY BOOK 14 PAGES 31 & 32 OF SAID PUBLIC RECORDS AND THE POINT-OF-BEGINNING OF THIS DESCRIPTION TO WIT: THENCE CONTINUE ALONG SAID NORTH LINE, N.89° 28'18"E., A DISTANCE OF 434.56 FEET TO A POINT ON THE WEST LINE OF GRAY ROAD AS DESCRIBED IN SURVEY BOOK 14 PAGE 28 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST LINE OF GRAY ROAD THE FOLLOWING TWO (2) COURSES; THENCE 5.01' 09"55"E., A DISTANCE OF 49.99 FEET TO A POINT-OF-CURVATURE OF A 369.39 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 07° 45'13"; THENCE SOUTHERLY, ALONG AN ARC OF SAID CURVE, AN ARC DISTANCE OF 49.99 FEET; THENCE 5.67° 45'11"W., ALONG THE SOUTH LINE OF SAID SURVEY BOOK 14 PAGES 31 & 32, A DISTANCE OF 162.74 FEET; THENCE S.89° 28'18"W., ALONG THE SOUTH LINE OF SAID SURVEY BOOK 14, PAGES 31 & 32, A DISTANCE OF 287.86 FEET; THENCE N.00° 31'42"W., ALONG THE WEST LINE OF SAID SURVEY BOOK 14, PAGES 31 & 32, A DISTANCE OF 160.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 1.50 ACRES (65,359 SQ. FT.), MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAYS OF RECORD.

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 35 EAST BEING S.89°45'14"W., BASED ON THE STATE PLANE
COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983, AS ADJUSTED IN 2003 (NAD '83/03).

2. DATE OF BOUNDARY SURVEY: JULY 14, 2016, REVISED 2/18/21.

3. THIS SURVEY DOES NOT WARRANT TITLE.

4. IMPROVEMENTS ABOVE OR UNDERGROUND, IF ANY, WERE NOT LOCATED AT TIME OF THIS SURVEY.

5. SUBJECT PROPERTY CONTAINS 1.50 AC., MORE OR LESS.

6. SUBJECT PARCEL LIES IN ZONE "X" (AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DETERMINED FROM FLOOD INSURANCE RATE MAP 12009C0425G, DATED MARCH 17, 2014, AS
PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

7. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN OWNERSHIP AND ENCUMBRANCE CERTIFICATE PREPARED BY B&B TITLE SERVICE, INC. (CUSTOMER FILE #11-1194B DATED SEPTEMBER 29,
2011) WHEREIN NO EASEMENTS WERE FOUND IN THE PUBLIC RECORDS THAT AFFECT PARCEL 102.

8. THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2003 (N.A.D. '83/03) AND
ARE PROVIDED TO COMPLY WITH BREVARD COUNTY SURVEY REQUIREMENTS. ALL DISTANCES DEPICTED HEREON ARE GROUND DISTANCES.

9. THE FOLLOWING HORIZONTAL CONTROL STATION WERE UTILIZED TO ESTABLISH THE STATE PLANE COORDINATES SHOWN HEREON.

STATION NAME: BREVARD GPS 5055 JAKE (PID: DG8751) (NAD '83/03)
NORTHINGS: 1,456,609.450; EASTINGS: 739,030.240
LATITUDE: 28°20'26.01984" (N); LONGITUDE: 080°44'32.62541" (W)
COMBINED SCALE FACTOR: 0.99994905; CONVERGENCE: 00°07'20.2".

STATION NAME: I95 73 A74 (PID: AK2667) (NAD '83/03)
NORTHINGS: 1,463,465.930; EASTINGS: 722,285.750
LATITUDE: 28°21'34.22778" (N); LONGITUDE: 080°47'39.89089" (W)
COMBINED SCALE FACTOR: 0.99994619; CONVERGENCE: 00°05'51.6".

STATION NAME: DRIVE (PID: AK2689) (NAD '83/03)
NORTHINGS: 1,465,653.370; EASTINGS: 742,536.130
LATITUDE: 28°21'55.49257" (N); LONGITUDE: 080°43'53.16407" (W)
COMBINED SCALE FACTOR: 0.99994973; CONVERGENCE: 00°07'39.3".
ALL DISTANCES SHOWN ARE GROUND DISTANCES.

10. SEE SHEET 1 OF 2 FOR SKETCH OF SURVEY, LEGEND AND CERTIFICATION.

11. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND COPIES ARE VALID ONLY WHEN BEARING THE SURVEYORS ORIGINAL SIGNATURE AND EMBOSSED SEAL.

12. THIS SURVEY IS CERTIFIED CORRECT TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

[illegible]

Buyer Initials



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.30.

9/14/2021

Subject:

Wetland Outfall Weirs and Valves Recommendation to Reject Single Bid Received

Fiscal Impact:

None

Dept/Office:

Central Services / Purchasing Services / Utility Services

Requested Action:

It is requested the Board of County Commissioners:

- Reject the single bid received in response to Invitation to Bid B-7-21-70, Wetland Outfall Weirs and Valves Project;
- Authorize Purchasing Services to re-advertise a new Invitation to Bid with a revised scope of services;
- Authorize the County Manager, or designee, to execute any resulting contract, contract amendments, or necessary contract extensions upon review and approval from the County Attorney's Office, Risk Management, and Purchasing Services; and
- Authorize the County Manager to approve any necessary budget change requests.

Summary Explanation and Background:

On July 22, 2021 Purchasing Services, on behalf of the Utility Services Department formally advertised the Wetland Outfall Weirs and Valves Project in the form of an Invitation to Bid. The solicitation was advertised in an effort to get bids from qualified contractors to upgrade the Wetland Outfall Weirs and Valves at 3658 Charlie Corbeil Way, Melbourne, FL 32940. This Invitation to Bid had an estimated expenditure of \$85,000.00. The single bid received was priced at over three times the estimated budget for this project, exceeding \$300,000.00.

The County received a single bid response to the Invitation to Bid. The single bid was opened during a public meeting on August 13, 2021. The company that submitted a response was US Water Services located in New Port Richey, FL.

In accordance with BCC-25, Procurement, the policy states:

"If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the Purchasing Manager and User Agency may negotiate on the best pricing, terms and conditions."

Purchasing Services and Utility Services Department initiated negotiations with US Water Services Corp. Negotiations were unsuccessful due to the negotiated price and budget constraints of the project.

If the Board approves the requested actions, Utility Services will revise the current specifications and requirements in an effort to attract additional respondents when this Invitation to Bid is re-advertised.

In accordance with BCC-25, Procurement, The County Purchasing Manual states that:

“If the County elects to reject all bids submitted in response to a competitive solicitation and concurrently provides notice of the intent to reissue the competitive solicitation, the rejected bids remain exempt from Florida Statute 119.07(1) and 24(a), Article I of the State Constitution until such time as the County provides a notice of intended decision concerning the reissued competitive solicitation. A response is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.”

Based on the above information, if the rejection of bids is approved by the Board, the single response received shall remain exempt from public records requests until a notice of intended decision is posted for the reissued solicitation or for a period not to exceed 12 months, whichever is less.

For the reasons stated above, it is requested that the Board accept the recommendation of Purchasing Services to reject the single bid received, authorize re-advertisement of a revised Invitation to Bid, authorize the County Manager, or designee to execute any resulting contract and contract documents, and approve any necessary budget change requests.

Clerk to the Board Instructions:

None



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.31.

9/14/2021

Subject:

Permission to Advertise Competitive Solicitation for the James Jay Clark Pedestrian Crossover Bridge Recoating Project (District 1)

Fiscal Impact:

Estimated project cost of \$436,000.00 Funding for this project is budgeted in the Road and Bridge MSTU for District 1 and the Constitutional Gas Tax.

Dept/Office:

Central Services / Purchasing Services / Public Works

Requested Action:

It is requested that the Board of County Commissioners:

1. Approve the advertisement and award of a competitive solicitation for contractors to complete this work as advertised above;
2. Authorize the County Manager or designee to execute all contracts, contract amendments, and any necessary contract extensions 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:

On September 22, 2021, the Board approved the budget of Public Works, which included Road Construction and Resurfacing. Funding for this project is available in the Repair and Maintenance Fund 1170 and 1131 with \$300,000.00 from Constitutional Gas Tax and District 1 MSTU allocation of \$136,000.00. However, this budget did not identify the project by name and thus Board approval is being sought.

The James Jay Clark Pedestrian Crossover Bridge is located just south of the intersection of Indian Trail and U.S. highway No. 1 in Sharpes, FL. This recoating project is needed due to age and weathering of the crossover. The project involves protective recoating of the existing pedestrian bridge together with minor electrical lighting and handrail repairs. This bridge serves as a primary access route for local school children attending Fairglen Elementary School. Alternate route arrangements will be made so that the bridge may be closed temporarily to conduct work while maintaining a safe route to the school.

Clerk to the Board Instructions:

None



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.32.

9/14/2021

Subject:

Approval of Liability, Workers' Compensation, and Aviation Insurance Programs for FY2021-22

Fiscal Impact:

Premium cost not to exceed \$1,717,631; funds are budgeted in Business Area 5050 / Cost Centers 389620, 389630 and 389640, and reserves are available to address market-driven premium increases.

Dept/Office:

Office of Human Resources / Risk Management

Requested Action:

We request the Board approve placement of the County's Auto, General, Professional, and Aircraft and Aviation Liability, and Workers' Compensation insurance coverage at a cost not to exceed \$1,717,631, and authorize the Risk Manager to bind coverage per below.

Summary Explanation and Background:

We instructed the County's authorized insurance broker, PRIA (Public Risk Insurance Agency), to obtain market quotes for the 2021-22 renewal cycle. The renewal recommendations are:

					Premium Summary	
Line of Business	Eff Date	Exp. Prem.	Renewal Prem.	Rate Change	Change (\$)	Change (%)
Auto Liability	10/1/2021	85,255	102,112	15%	16,857	20%
General Liability	10/1/2021	381,293	464,828	15%	83,535	22%
Professional Liability	10/1/2021	169,838	180,154	0%	10,316	6%
Cyber Liability	10/1/2021	Included	35,133	N/A	35,133	100%
Crime	10/1/2021	2,400	2,400	0%	0	0
Workers' Compensation	10/1/2021	780,293	857,085	3%	76,792	10%
Aviation	10/1/2021	65,718	75,918	15%	10,200	15%
TOTAL		1,484,797	1,717,630		232,833	15.7%

The incumbent, Preferred Governmental Insurance Trust (PGIT), continues to offer coverage and rate combinations that make alternatives non-competitive. Using the Trust's unique options, we are able to tailor coverage, retentions and limits, resulting in a robust insurance program with coverage combinations that cannot otherwise be procured in the current marketplace. The PGIT program provides insurance and claims administration services for those coverages.

Premium cost of the expiring program is \$1,484,797. The projected renewal premium for FY2021-22 is

\$1,717,630, a net premium increase of 15.7 % (\$232,833). The premium change is driven by changes in payroll, employee count and vehicle count, as well as recent adverse claims experience. After evaluating current commercial market conditions, our loss experience, and the commitment made by PGIT to its members, Risk Management recommends we continue to pursue a long-term relationship with the PGIT program, and requests the Board authorize the Risk Manager to execute Insurance Binders, Trust Agreements and contracts as necessary to renew insurance coverages as outlined above.

Clerk to the Board Instructions:

Covered Party:	Brevard County BOCC
Effective Date:	10/1/2021



Coverage & Premium Comparison

As of 8/9/21

LINE OF COVERAGE	2020/2021			2021/2022			Changes in Exposures	
	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	2020/2021	2021/2022
Excess General Liability:							Payroll	
Preferred Governmental Insurance Trust	<i>2-year policy term - 2nd installment</i>			<i>1-year policy term</i>			\$135,138,321	\$143,256,481
General Liability	\$1,000,000	\$100,000 SIR	\$ 381,293	\$1,000,000	\$100,000 SIR	\$ 464,828	Exposure	\$ 8,118,160
Employee Benefits	\$1,000,000	\$100,000 SIR		\$1,000,000	\$100,000 SIR		Difference	6.01%
							Premium	\$ 83,535
		Sub-Total	\$ 381,293		Sub-Total	\$ 464,828	Difference	21.91%
Crime:								
Preferred Governmental Insurance Trust	<i>2-year policy term - 2nd installment</i>			<i>1-year policy term</i>				
Employee Dishonesty	\$250,000	\$25,000	\$ 2,400	\$250,000	\$1,000	\$ 2,400		
Theft, Disappearance & Destruction In/Out	\$250,000	\$25,000		\$250,000	\$1,000			
Computer Fraud, Including Funds Transfer	\$250,000	\$25,000		\$250,000	\$1,000			
Forgery/Alterations	\$250,000	\$25,000		\$250,000	\$1,000			
							Premium	\$ -
		Sub-Total	\$ 2,400		Sub-Total	\$ 2,400	Difference	0.00%
Excess Auto Liability:							Vehicles	
Preferred Governmental Insurance Trust	<i>2-year policy term - 2nd installment</i>			<i>1-year policy term</i>			1112	1159
Auto Liability	\$1,000,000	\$100,000/\$200,000 SIR	\$ 85,255	\$1,000,000	\$100,000/\$200,000 SIR	\$ 102,112	Exposure	47
Uninsured Motorist	Rejected	N/A		Rejected	N/A		Difference	4.23%
Comprehensive/Collision	Not Covered	N/A	N/A	Not Covered	N/A	N/A		
Hired Physical Damage	Not Covered	N/A		Not Covered	N/A			
Medical Payments	Not Covered	N/A		Not Covered	N/A			
							Premium	\$ 16,857
		Sub-Total	\$ 85,255		Sub-Total	\$ 102,112	Difference	19.77%
Public Officials:							Payroll	
Preferred Governmental Insurance Trust	<i>2-year policy term - 2nd installment</i>			<i>1-year policy term</i>			\$135,138,321	\$143,256,481
Public Officials Liability	\$3,000,000/\$3,000,000	\$100,000 SIR	\$ 169,838	\$3,000,000 / N/A	\$100,000 SIR	\$ 180,154	Exposure	\$ 8,118,160
Employment Practices Liability	\$3,000,000/\$3,000,000	\$100,000 SIR	Included	\$3,000,000 / N/A	\$100,000 SIR	Included	Difference	6.01%
Cyber Liability	\$2,000,000/\$2,000,000	\$2,500 Deductible	Included	\$2,000,000 / \$2,000,000	\$25,000 Deductible	\$ 35,133		
							Premium	\$ 45,449
		Sub-Total	\$ 169,838		Sub-Total	\$ 215,287	Difference	26.76%
Excess Workers' Compensation:							Payroll	
Preferred Governmental Insurance Trust	<i>2-year policy term - 2nd installment</i>			<i>1-year policy term</i>			\$192,934,697	\$205,714,017
Excess Workers' Compensation:	Statutory	\$500,000 SIR	\$ 780,293	Statutory	\$500,000 SIR	\$ 857,085	Exposure	\$ 12,779,320
Employers Liability	\$1M/\$1M/\$1M	\$500,000 SIR	Included	\$1M/\$1M/\$1M	\$500,000 SIR	Included	Difference	6.62%
							Premium	\$ 76,792
		Sub-Total	\$ 780,293		Sub-Total	\$ 857,085	Difference	9.84%

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

	2020/2021			2021/2022			Changes in Exposures	
LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM	2020/2021	2021/2022
Aviation Liability: Valkaria								
ACE Property & Casualty Insurance Company				**3-year policy term option**				
Aviation Liability	\$5,000,000	\$0	\$ 3,746	\$5,000,000	\$0	\$ 4,301		
Hangarkeepers	\$5,000,000	\$1,000 / \$1,000		\$5,000,000	\$1,000 / \$1,000			
War			Rejected			Rejected		
TRIA			Rejected			Rejected		
War & TRIA Combined			Rejected			Rejected	Premium Difference	\$ 555
	Sub-Total		\$ 3,746	Annual Sub-Total (excluding War & TRIA)		\$ 4,301		14.81%
Aviation Liability: Space Coast								
ACE Property & Casualty Insurance Company				1-year policy term				
Aviation Liability	\$5,000,000	\$0	\$ 1,156	\$5,000,000	\$0	\$ 1,341		
Hangarkeepers	Not Covered	N/A		Not Covered	N/A			
War			Rejected			Rejected		
TRIA			Rejected			Rejected		
War & TRIA Combined			Rejected			Rejected	Premium Difference	\$ 185
	Sub-Total		\$ 1,156	Sub-Total (excluding War & TRIA)		\$ 1,341		16.00%
Aircraft								
Westchester Fire Insurance Company				1-year policy term				
N895BC Eurocopter								
Liability (Each Occurrence / Per Passenger)	\$5,000,000 / \$250,000	\$0	\$ 2,340	\$5,000,000 / \$250,000	\$0	\$ 2,683		
Physical Damage	\$3,082,624	\$1,000 NIM / \$77,066 IM	\$ 27,089	\$3,082,624	\$1,000 NIM / \$77,066 IM	\$ 31,366		
N995BC Eurocopter								
Liability (Each Occurrence / Per Passenger)	\$5,000,000 / \$250,000	\$0	\$ 2,340	\$5,000,000 / \$250,000	\$0	\$ 2,683		
Physical Damage	\$3,042,314	\$1,000 NIM / \$76,058 IM	\$ 26,734	\$3,042,314	\$1,000 NIM / \$76,058 IM	\$ 30,955		
Agri Spraying Tanks, Booms, Related Equip (PD)	\$421,603	\$1,000	\$ 1,249	\$421,603	\$1,000	\$ 1,434		
Aquatic Weeds	\$1,000,000	\$0	\$ 1,064	\$1,000,000	\$0	\$ 1,156		
War Liability & Hull			Rejected			Rejected		
TRIA Liability & Hull			Rejected			Rejected		
War & TRIA Combined Liability & Hull			Rejected			Rejected		
							Premium Difference	\$ 9,460
	Sub-Total		\$ 60,816	Sub-Total (excluding War & TRIA)		\$ 70,276		15.56%
TOTAL PREMIUM			\$ 1,484,798			\$ 1,717,631	Premium Difference	\$ 232,833
								15.68%

Marketing Conclusion

The County's insurance program has been customized with tailored coverage features, retentions and limits.

The coverage terms provided by the Preferred Governmental Insurance Trust are unique and unmatched in the current marketplace specifically in the following areas:

- **Cyber Liability** – Coverage is afforded as part of the Public Officials' / Employment Practices Liability policy. Preferred is the only source for a policy with a \$2M limit and \$25,000 deductible. Typical terms for a county of similar size and exposure are a \$1M maximum limit and a minimum of a \$250,000 deductible.
- **Public Officials' / Employment Practices Liability** – This policy form is occurrence based which is also unique in the market. No other commercial insurer provides this coverage on an occurrence-based policy. An occurrence policy will accept claims years after the policy expires whereas a claims-made policy's coverage ceases at each annual expiration. An occurrence-based form is the broadest available and therefore most favored by risk managers.
- **General and Auto Liability** – Both policies are provided with very low self-insured retentions. General Liability at \$100,000 per occurrence and Auto Liability at \$100,000 per person and \$200,000 per accident. Commercial markets typically offer retentions at \$300,000 minimum for similar risks with most carriers offering terms at a \$500,000 retention.
- Preferred provides the County with these terms on "package" basis with each coverage providing financial support for the other Preferred policies. The resulting rates and terms have proven to be impossible to duplicate in the insurance marketplace.



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.33.

9/14/2021

Subject:

Request for Naming of the Lori Wilson Park Hammock and Boardwalk the "Mansfield Maritime Hammock".
District 2

Fiscal Impact:

n/a

Dept/Office:

District 2

Requested Action:

It is requested the Board of County Commissioner approve naming of the Lori Wilson Park Hammock and Boardwalk the "Mansfield Maritime Hammock".

Summary Explanation and Background:

Phyllis and Howard Mansfield, fifty-year residents of Cocoa Beach, spent countless hours doing volunteer work for decades to protect this habitat for the birds that traveled through and nested here; publishing their observations; and, conducting tours through the hammock for visitors' education and enjoyment

Clerk to the Board Instructions:



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.34.

9/14/2021

Subject:

Authorization to advertise a Facebook Page Live Event between Commissioner Bryan Lober and Commissioner John Tobia on the Incentive Program for Missed Solid Waste Pickups to be held on the Space Coast Government TV Facebook Page.

Fiscal Impact:

None

Dept/Office:

District 2

Requested Action:

Authorization from the Board to host a Facebook Live event on the Space Coast Government TV Facebook Page between Commissioner Bryan Lober and Commissioner John Tobia on the Incentive Program for Missed Solid Waste Pickups and to advertise the live event as a public meeting pursuant to state law.

Summary Explanation and Background:

The topic of the discussion will be the recent implementation by the Brevard County Board of County Commissioners of an Incentive Program for Missed Solid Waste Pickups. Under the program, Residents of unincorporated Brevard County are being asked to report missed garbage, recycling, yard and special collection solid waste or bulk waste pickups. Specifically, Residents serviced by the Brevard County Solid Waste Management Department's contract with Waste Management, who report missed collection services to the Solid Waste Management Department that can be verified by the County, could receive a \$14.53 incentive for a phoned complaint and a \$19.53 incentive for an electronically logged complaint.

At the proposed Facebook Live event on the Space Coast Government TV Facebook Page, Commissioners Lober and Tobia will answer resident's questions regarding the Incentive Program for Missed Solid Waste Pickups. The event will be advertised as a public meeting as required by state law.

Clerk to the Board Instructions:



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.1.

9/14/2021

Subject:

Petition to Vacate, Re: A portion of a Public Right-of-way - Tkacs Drive - "Plan of Town of Pineda" Plat Book 1, Page 41 - Melbourne - KMM-FL, LLC - District 4

Fiscal Impact:

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

Dept/Office:

Public Works Department - Surveying & Mapping

Requested Action:

It is requested that the Board of County Commissioners (BOCC) conduct a public hearing to consider vacating part of a public Right-of-way, "Plan of Town of Pineda" in Section 12, Township 26 South, Range 36 East. If approved, it is requested that the Board authorize the Chair to sign the attached Resolution approving the vacating.

Summary Explanation and Background:

Florida Statutes, Section 336.09 and Brevard County Article II, Section 86-36, provide a method to the Board of County Commissioners to vacate and abandon unused rights-of-way and easements. The petitioner owns Blocks 38, 39 and part of Blocks 40, 41, 42, 43 & 44 and is requesting the vacating of a portion of a 50.00 ft. wide public right-of-way lying South of Block 38 and North of Block 26 to allow for road retention to be constructed within the vacated right-of-way. Right-of-way to be vacated contains 9,954 square feet or 0.23 acres, more or less. The property is located in Melbourne North of North Wickham and West of S. Highway 1.

August 30, 2021, the legal notice was advertised in Florida Today informing the public of the date a public hearing would be held to consider the vacating. All pertinent county agencies and public utility companies have been notified. At this time, no objections have been received.

Simultaneously with this request under New Business, the Brevard County Land Acquisition Department is requesting Board action for the approval of a resolution, access easement, providing FPL an easement requested per the vacating and a Warranty Deed required per Land Development and Vacating actions.

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

Clerk to the Board Instructions:

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

hearing notice and the proof of publication of the adopted resolution notice.

Resolution 2021 -

Vacating a portion of a public right-of-way in plat "Plan of Town of Pineda" Subdivision, Melbourne, Florida, lying in Section 12, Township 26 South, Range 36 East

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **KMM-FL, LLC** with the Board of County Commissioners to vacate a public right-of-way in Brevard County, Florida, described as follows:

SEE ATTACHED BOUNDARY SURVEY

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

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

WHEREAS, the Board finds that vacating the public right-of-way will not be detrimental to Brevard County or the public.

THEREFORE BE IT RESOLVED that said public right-of-way is hereby vacated; and Brevard County renounces and disclaims any rights in and to said right-of-way. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts and recorded in the Public Records of Brevard County.

DONE, ORDERED AND ADOPTED, in regular session, this 14th day of September, 2021 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:

Rachel Sadoff, Clerk

Rita Pritchett, Chair

As approved by the Board on:
September 14, 2021

Brevard County Property Appraiser Detail Sheet

Account 2601615
 Owners KMM-FL LLC
 Mailing Address 7285 WAELTI DR MELBOURNE FL 32940
 Site Address
 7285 WAELTI DR UNIT A 1-15 MELBOURNE FL 32940
 7285 WAELTI DR UNIT B 1-15 MELBOURNE FL 32940
 7285 WAELTI DR UNIT C MELBOURNE FL 32940
 7285 WAELTI DR UNIT COMMON MELBOURNE FL
 32940
 7285 WAELTI DR UNIT D MELBOURNE FL 32940
 7285 WAELTI DR UNIT E MELBOURNE FL 32940
 7285 WAELTI DR UNIT F MELBOURNE FL 32940
 7285 WAELTI DR UNIT G MELBOURNE FL 32940
 7285 WAELTI DR UNIT H MELBOURNE FL 32940
 7285 WAELTI DR UNIT I MELBOURNE FL 32940
 Parcel ID 26-36-12-DE-41-5
 Property Use 4800 - WAREHOUSING, DISTRIBUTION AND
 TRUCKING TERMINAL,
 Exemptions None
 Taxing District 4200 - UNINCORP DISTRICT 4
 Total Acres 10.54
 Subdivision PINEDA
 Site Code 0001 - NO OTHER CODE APPL.
 Plat Book/Page 0001/0041
 Land Description
 PINEDA ALL OF BLKS 38, 39 & PART OF BLKS 40, 41, 42, 43 & 44 TOGETHER WITH VAC R/W LYING
 WITHIN ALL AS DESC IN ORB 8736 PG 2201

VALUE SUMMARY

Category	2020	2020	2019
Market Value	\$1,452,450	\$1,317,220	\$1,213,630
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$1,452,450	\$1,317,220	\$1,213,630
Assessed Value School	\$1,452,450	\$1,317,220	\$1,213,630
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$1,452,450	\$1,317,220	\$1,213,630
Taxable Value School	\$1,452,450	\$1,317,220	\$1,213,630

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
09/02/2014	\$500,000	WD	Improved	7202/1931
06/17/2003	\$390,000	CT	Improved	4948/3314
10/01/1998	\$600,000	PT	--	3909/2950

Fig. 1: Copy of Property Appraiser's detail sheet for Blocks 38 & 39, Plan of Town of Pineda, 7285 Waelti Drive, Melbourne, FL 32940, Section 12, Township 26 South, Range 36 East, District 4

Vicinity Map

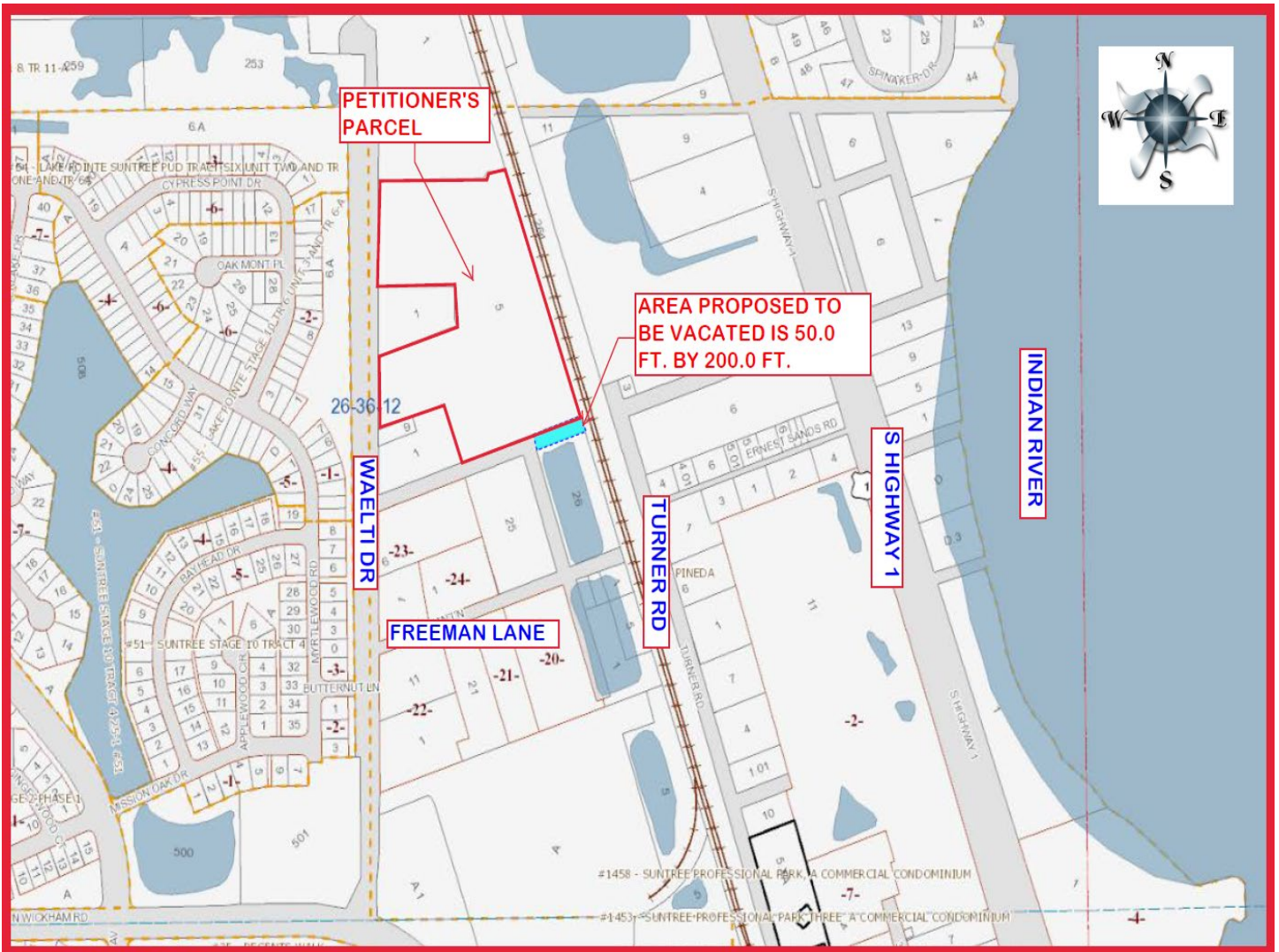


Fig. 3: Map of Blocks 38 & 39, Town of Pineda, 7285 Waelti Drive, Melbourne, FL 32940.

KMM-FL, LLC – 7285 Waelti Dr – Melbourne, FL, 32940 – Blocks 38 & 39, plat of “Plan of Town of Pineda” – Plat Book 1, Page 41 – Section 12, Township 26 South, Range 36 East – District 4 – Proposed Vacating of a portion of a 50.0 ft. Wide Public Right-of-way

Aerial Map



Fig. 4: Map of aerial view of Blocks 38 & 39, Town of Pineda, 7285 Waelti Drive, Melbourne, FL 32940.

KMM-FL, LLC – 7285 Waelti Dr – Melbourne, FL,
32940 – Blocks 38 & 39, plat of “Plan of Town of
Pineda” – Plat Book 1, Page 41 – Section 12,
Township 26 South, Range 36 East – District 4 –
Proposed Vacating of a portion of a 50.0 ft. Wide
Public Right-of-way

568

BOUNDARY SURVEY

SECTION 12, TOWNSHIP 26 SOUTH, RANGE 36 EAST
PARENT PARCEL ID#: 26-36-12-DE-41-5

PURPOSE: RIGHT-OF-WAY TO BE VACATED

SHEET 1 OF 2

NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

LEGAL DESCRIPTION: RIGHT-OF-WAY TO BE VACATED

A portion of the un-named right-of-way known as Tkacs Drive (a 50 foot wide right-of-way) lying South of Block 38 and North of Block 26, all lying in those lands platted in PLAN OF TOWN OF PINEDA, according to the plat thereof recorded in Plat Book 1, Page 41 of the Public Records of Brevard County, Florida.

Containing 9,954 square feet or 0.23 acres, more or less.

SURVEYOR'S NOTES:

1. The bearings shown hereon are based on a bearing of N71°05'51"E referenced to grid north as established by the NOS, along the Northerly right-of-way of Tkacs Drive, a 50 Foot Right-Of-Way per Plat Book 1, Page 41.
2. ○ = Denotes 5/8" iron rod with cap stamped ALLEN ENG LB 266.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

DAVID J. IRWIN, PSM 6672
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

DRAWN BY: AEI

CHECKED BY: DJI

PROJECT NO. 040071.5

REVISIONS

DATE

DESCRIPTION

DATE: 1-11-21

DRAWING: 0400715.dwg

3-02-21

COUNTY COMMENTS

3-13-21

COUNTY COMMENTS

SECTION 12
TOWNSHIP 26 SOUTH
RANGE 36 EAST

Petitioner's Sketch & Description Sheet 2 of 2

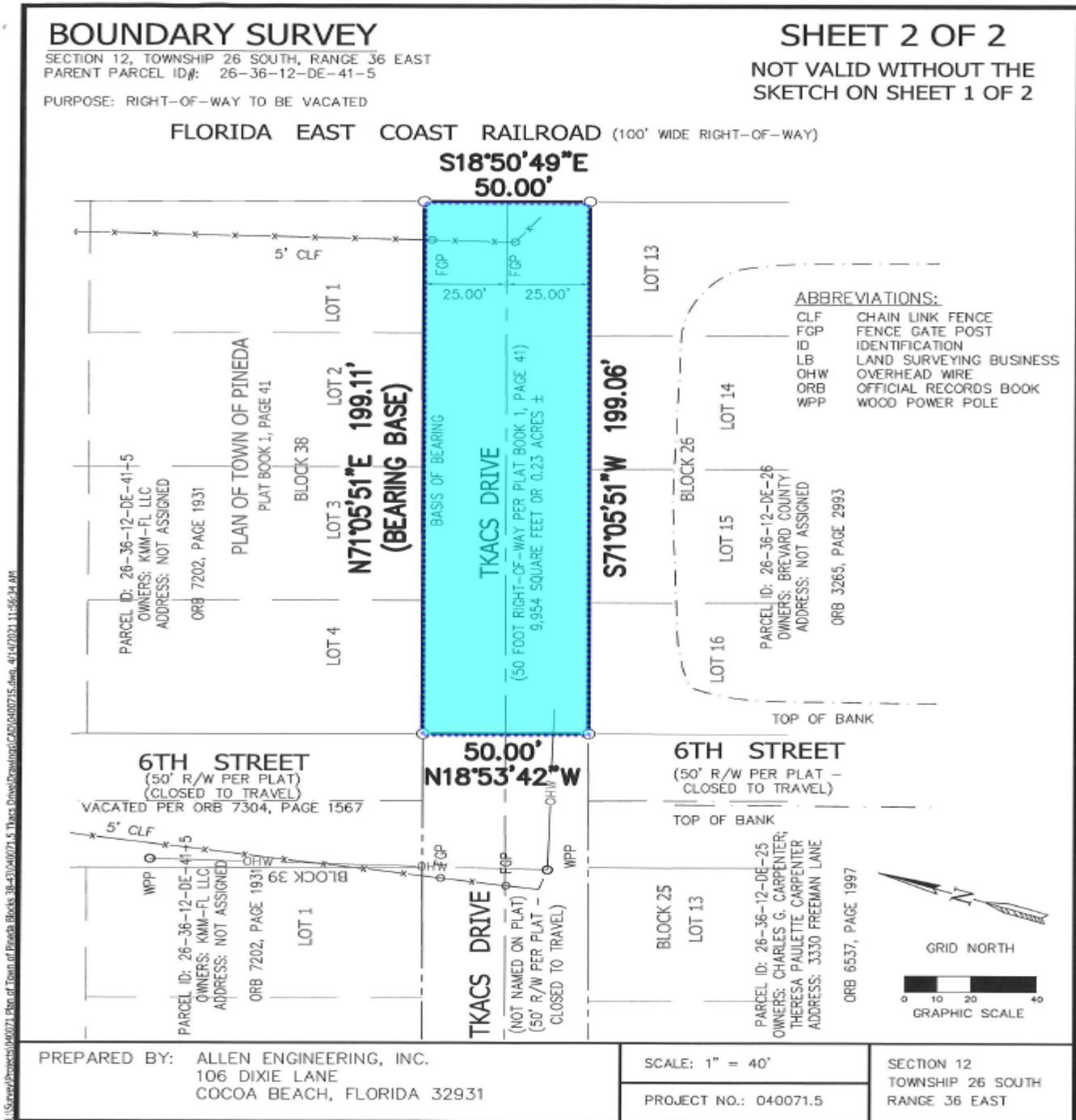


Fig. 7: Boundary survey. Situated in Section 12, Township 26 South, Range 36 East, Parent Parcel: #26-36-12-DE-41-5. Sheet 2 of 2. Not valid without sheet 1 of 2. Sketch illustrates 50.00-foot right-of-way known as Tkacs Drive lying South of Block 38 and North of Block 26, Melbourne, Florida. The coordinate of the North line depicted is as follows. North boundary – North 71°05'51" East 199.11'; East boundary – South 18°50'49" East 50.00'; South boundary – South 71°05'51" West 199.06'; West boundary – North 18°53'42" West 50.00'. Prepared by: Allen Engineering, Inc., 106 Dixie Lane, Cocoa Beach, FL 32931. Project NO: 40071.5.

Comment Sheet

Applicant: KMM-FL, LLC

Updated by: Amber Holley 20210511 at 14:30 hours

Utilities	Notified	Received	Approved	Remarks
FL City Gas Co	20210416	20210421	Yes	No objections
FL Power & Light	20210416	20210416	Yes	No Objection with an easement
At&t	20210416	20210416	Yes	No Objections
Charter/Spectrum	20210416	20210505	Yes	No Objections
City of Cocoa	20210416	20210416	Yes	No objections

County Staff	Notified	Received	Approved	Remarks
Road & Bridge	20210416	20210510	Yes	No Objections
Land Planning	20210416	20210420	Yes	No objections
Utility Services	20210416	20210416	Yes	No objections
Storm Water	20210416	20210416	Yes	No Objections
Zoning	20210416	20210420	Yes	No objections
Land Acquisition	20210416	20210511	Yes	No objections
Fire Dept	20210416	20210416	Yes	No objections
Traffic Eng	20210416	20210430	Yes	No Objections

Fig. 8: Copy of comment sheet for utility review.

Public Hearing Legal Advertisement

AD#4882907

8/30/2021

LEGAL NOTICE

NOTICE FOR THE PARTIAL VACATING OF THE UNOPENED, 50.0-FOOT-WIDE PUBLIC RIGHT-OF-WAY OF TKACS DRIVE, PLAT OF "PLAN OF TOWN OF PINEDA", IN SECTION 12, TOWNSHIP 26 SOUTH, RANGE 36 EAST, MELBOURNE, FL

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

A portion of the un-named right-of-way known as Tkacs Drive (a 50-foot-wide right-of-way) lying South of Block 38 and North of Block 26, all lying in those lands platted in PLAN OF TOWN OF PINEDA, according to the plat thereof recorded in Plat Book 1, Page 41 of the Public Records of Brevard County, Florida. Containing 9,954 square feet or 0.23 acres, more or less. Prepared by: David J. Irwin, PSM.

The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at 9:00 A.M. on September 14, 2021 at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken.

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

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

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

Fig. 9: Copy of public hearing advertisement as published on August 30, 2021 see next page for full text.

Legal Notice Text

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



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.3.

9/14/2021

Subject:

Approval of a Rate Resolution to Impose Non-Ad Valorem Special Assessment for the State's Medicaid Managed Care for Direct Payment Program for Local Hospitals

Fiscal Impact:

The non-ad valorem special assessments (Assessments) will be imposed, levied, collected and enforced solely on real property owned by private for-profit and non-profit local hospitals in Brevard County. The County's administrative costs associated with the implementation, collection, and enforcement of the Assessment will be funded by the private for-profit and non-profit hospitals through the Assessment program.

Dept/Office:

County Manager

Requested Action:

It is requested that the Board of County Commissioners adopt a Rate Resolution that will impose non-ad valorem special assessments against real property owned by private for-profit and non-profit local hospitals in Brevard County for the State's Medicaid Managed Care for Direct Payment Program. Authorize the Chair to sign the Resolution and authorize the County Manager to execute any necessary budget change requests to implement the non-ad valorem special assessment program for the Medicaid Managed Care for Direct Payment Program for local hospitals and execute the Letter of Agreement with the State of Florida authorizing the County's participation in this program.

Summary Explanation and Background:

Representatives from the private for-profit and non-profit local hospitals (Local Hospitals) have requested the County consider the imposition of a non-ad valorem special assessment (Assessment) against real property owned by their Local Hospitals.

The Board on May 18, 2021 adopted Ordinance 21-14 establishing a non-ad valorem assessment program which Assessments will be used to benefit the assessed properties for local services provided by the private for-profit and non-profit hospitals in Brevard County. The Medicaid Managed Care Hospital Direct Payment program is a federally approved program that permits the State of Florida to access federal funds through Intergovernmental Transfer in order to direct the federal funds for managed care plan expenditures to hospitals for plan-covered services and offset the hospitals' Medicaid shortfall.

The Ordinance provides the method of assessing these properties using the non-ad valorem special assessment as specified in Section 197.3631, Florida Statutes. The Assessment shall be assessed on an annual basis by a Rate Resolution adopted by the Board. The noticing requirements of the Ordinance were met and all property owners were mailed notices of the Assessment on August 20, 2021 and advertised on August 24, 2021.

Attached is the Non-Ad Valorem Assessment Roll (Exhibit A) that will be imposed against the real property owned by private for-profit and non-profit local hospitals in Brevard County. The Assessments will be mailed to the real property owners on September 15, 2021 and become due on October 1, 2021.

Clerk to the Board Instructions:

Please provide copies of the executed Rate Resolution to the County Manager's Office, County Attorney's Office and the County's Budget Office.

RESOLUTION NO. 21-

AN ASSESSMENT RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AUTHORIZING AND ADOPTING A NON-AD VALOREM SPECIAL ASSESSMENT WITHIN THE COUNTY LIMITS FOR THE PURPOSE OF BENEFITING ASSESSED PROPERTIES THROUGH ENHANCED MEDICAID PAYMENTS FOR LOCAL SERVICES; FINDING AND DETERMINING THAT CERTAIN REAL PROPERTY IS SPECIALLY BENEFITED BY THE ASSESSMENT; COLLECTING THE ASSESSMENT AGAINST THE REAL PROPERTY; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENT AND THE METHOD OF ITS COLLECTION; AUTHORIZING AND DIRECTING THE PUBLICATION OF NOTICES IN CONNECTION THEREWITH; PROVIDING FOR CERTAIN OTHER AUTHORIZATIONS AND DELEGATIONS OF AUTHORITY AS NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the private for profit or not for profit hospitals in Brevard County's jurisdiction (the "Hospitals") annually provide millions of dollars of uncompensated care to uninsured persons and those who qualify for Medicaid because Medicaid, on average, covers only 60% of the costs of the health care services actually provided by Hospitals to Medicaid-eligible persons, leaving hospitals with significant uncompensated costs; and

WHEREAS, the State of Florida (the "State") received federal authority to establish the Statewide Medicaid Managed Care Hospital directed payment program (the "DPP") to offset hospitals' uncompensated Medicaid costs and improve quality of care provided to Florida's Medicaid population; and

WHEREAS, impacted Hospitals have asked Brevard County Board of County Commissioners (the "County") to impose a non-ad valorem special assessment upon certain real property interests held by the Hospitals to help finance the non-federal share of the State's Medicaid program; and

WHEREAS, the only real property interests that will be subject to the non-ad valorem assessments authorized herein are those belonging to the Hospitals; and

WHEREAS, the County recognizes that one or more of the Hospitals within the County's boundaries may be located upon real property leased from governmental entities and that leasehold interests in properties may be assessed; and

WHEREAS, the funding raised by the County assessment will, through intergovernmental transfers (“IGTs”) provided consistent with federal guidelines, support additional funding for Medicaid payments to Hospitals; and

WHEREAS, the County acknowledges that the Hospital properties assessed will benefit directly and especially from the assessment as a result of the above-described additional funding provided to said Hospitals; and

WHEREAS, the County has determined that a logical relationship exists between the services provided by the Hospitals, which will be supported by the assessment, and the special and particular benefit to the real property of the Hospitals; and

WHEREAS, the County has an interest in promoting access to health care for its low-income and uninsured residents; and

WHEREAS, leveraging additional federal support through the above-described IGTs to fund Medicaid payments to the Hospitals for health care services directly and specifically benefits the Hospitals’ property interests and supports their continued ability to provide those services; and

WHEREAS, imposing an assessment limited to Hospital properties to help fund the provision of these services and the achievement of certain quality standards by the Hospitals to residents of the County is a valid public purpose that benefits the health, safety, and welfare of the citizens of the County; and

WHEREAS, the assessment ensures the financial stability and viability of the Hospitals providing such services; and

WHEREAS, the Hospitals are important contributors to the County’s economy, and the financial benefit to these Hospitals directly and specifically supports their mission, as well as their ability to grow, expand, and maintain their facilities in concert with the population growth in the jurisdiction of the County; and

WHEREAS, the Board finds the assessment will enhance the Hospitals’ ability to grow, expand, maintain, improve, and increase the value of their Brevard County properties and facilities under all present circumstances and those of the foreseeable future; and

WHEREAS, the County is proposing a properly apportioned assessment by which all Hospitals will be assessed at a uniform rate that is compliant with 42 C.F.R. § 433.68(d); and

WHEREAS, on May 18, 2021, the Board of County Commissioners adopted Ordinance 2021-14, enabling the County to levy a non-ad valorem special assessment, with a uniform rate, which is fairly and reasonably apportioned among the Hospitals’ property interests within the County’s jurisdictional limits, to establish and maintain a system of funding for IGTs to support the non-federal share of Medicaid payments, thus directly and specially benefitting Hospital properties; and

WHEREAS, pursuant to Section 102-264 of the Brevard County Code of Ordinances, the County will execute an agreement with the State of Florida in order to collect assessment.

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

Section 1. Definitions. As used in this Resolution, the following capitalized terms, not otherwise defined herein or in the Ordinance, shall have the meanings below, unless the context otherwise requires.

Assessed Property means the real property in the County to which an Institutional Health Care Provider holds a right of possession and right of use through an ownership or leasehold interest, thus making the property subject to the Assessment.

Assessment means a non-ad valorem special assessment imposed by the County on Assessed Property to fund the non-federal share of Medicaid and Medicaid managed care payments that will benefit hospitals providing Local Services in the County.

Assessment Coordinator means the person appointed to administer the Assessment imposed pursuant to this Article, or such person's designee.

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

Comptroller means the Brevard County Comptroller, ex officio Clerk to the Board, or other such person as may be duly authorized to act on such person's behalf.

County means Brevard County, Florida.

Fiscal Year means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

Institutional Health Care Provider means a private for-profit or not-for-profit hospital that provides inpatient hospital services.

Local Services means the provision of health care services to Medicaid, indigent, and uninsured members of the Brevard County community.

Non-Ad Valorem Assessment Roll means the special assessment roll prepared by the County.

Ordinance means the Brevard County Local Provider Participation Fund Ordinance codified in Chapter 102, Article IV of the Brevard County Code of Ordinances.

Section 2. Authority. Pursuant to Article VIII, Section 1(g) of the Constitution of the State of Florida, Chapter 125 of the Florida Statutes, and the Brevard Local Provider Participation Fund Ordinance, the County is hereby authorized to impose a special assessment against private for-profit and not-for-profit hospitals located within the County to fund the non-federal share of Medicaid payments associated with Local Services.

Section 3. Special Assessment. The non-ad valorem special assessment discussed herein shall be imposed, levied, collected, and enforced against Assessed Properties located within the County. Proceeds from the Assessment shall be used to benefit Assessed Properties through a directed payment program that will benefit the Assessed Properties for Local Services.

When imposed, the Assessment shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Payments made by Assessed Properties may not be passed along to patients of the Assessed Property as a surcharge or as any other form of additional patient charge. Failure to pay may cause foreclosure proceedings, which could result in loss of title, to commence.

Section 4. Assessment Scope, Basis, and Use. Funds generated from the Assessment shall be used only to:

1. Provide to the Florida Agency for Health Care Administration the non-federal share for Medicaid managed care hospital directed payments to be made directly or indirectly in support of hospitals serving Medicaid beneficiaries; and
2. Reimburse the County for administrative costs associated with the implementation of the Assessment authorized by the Ordinance.

If, at the end of the Fiscal Year, additional amounts remain in the Local Provider Participation fund, the County is hereby authorized either (a) to refund to Assessed Properties, in proportion to amounts paid in during the Fiscal Year, all or a portion of the unutilized local provider participation fund, or (b) if requested to do so by the Assessed Properties, to retain such amounts in the fund to transfer to the Agency in the next fiscal year for use as the non-federal share of Medicaid hospital payments.

If, after the Assessment funds are transferred to the Agency, the Agency returns some or all of the transferred funding to the County (including, but not limited to, a return of the non-federal share after a disallowance of matching federal funds), the County is hereby authorized to refund to Assessed Properties, in proportion to amounts paid in during the Fiscal Year, the amount of such returned funds.

In the event there are not sufficient funds in the Local Provider Participation Fund to make the required transfer for the non-federal share for the Medicaid hospital payment as required by the Florida Agency for Health Care Administration's formal invoice, the transfer will not be made and the County may return all funds to the Assessed entities.

Section 5. Computation of Assessment. The Assessment shall equal 0.97% of net patient revenue for each Assessed Property specified in the attached Non-Ad Valorem Assessment Roll attached hereto and incorporated herein as Exhibit "A." The amount of the Assessment required of each Assessed Property may not exceed an amount that, when added to the amount of other hospital assessments levied by the state or local government, exceeds the maximum percent of the aggregate net patient revenue of all Assessed Hospitals in the County permitted by 42 C.F.R. § 433.68(f)(3)(i)(A). Assessments for each Assessed Property will be derived from data contained in cost reports and/or the Florida Hospital Uniform Reporting System, as available from the Florida Agency for Health Care Administration.

Section 6. Timing and Method of Collection. The amount of the assessment is to be collected pursuant to the Alternative Method outlined in §197.3631, Fla. Stat.

The County shall provide Assessment invoices by first class mail to the owner of each affected Hospital. The invoice or accompanying explanatory material shall include: (1) a reference to this Resolution, (2) the total amount of the hospital's Assessment for the appropriate period, (3) the location at which payment will be accepted, (4) the date on which the Assessment is due, and (5) a statement that the Assessment constitutes a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

No act of error or omission on the part of the Comptroller, Assessment Coordinator, Board, or their deputies or employees shall operate to release or discharge any obligation for payment of the Assessment imposed by the Board under the Ordinance and this resolution.

Section 7. Public Hearing. Per the notice provided on August 20, 2021 and published on August 24, 2021, the Board has heard and considered objections of all interested persons prior to rendering a decision on the Assessment and attached Non-Ad Valorem Assessment Roll.

Section 8. Responsibility for Enforcement. The County and its agents, if any, may enforce the prompt collection of the Assessment by the means provided herein. The duties related to collection of assessments may be enforced at the suit of any holder of obligations in a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

Section 9. Severability. If any clause, section, or provision of this resolution is declared unconstitutional or invalid for any reason or cause, the remaining portion hereof shall be in full force and effect and shall be valid as if such invalid portion thereof had not been incorporated herein.

Section 10. Effective Date. This Resolution to be effective immediately upon adoption. This Resolution is duly adopted this 14th day of September, 2021.

DONE, ORDERED AND ADOPTED, in Regular Session, this _____ day of _____, 2021.

ATTEST:
BREVARD COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

Rachel Sadoff, Clerk
(SEAL)

Rita Pritchett, Chair

As approved by the Board on _____

Reviewed for legal form and content:

County Attorney

Exhibit A

EXHIBIT A
NON-AD VALOREM SPECIAL ASSESSMENT ROLL
MEDICAID MANAGED CARE FOR DIRECT PAYMENT FOR LOCAL HOSPITALS

MCD ID #	Organization	Facility	Hospital Address	Rate	Mandatory Payment
12042100	Encompass Health	Sea Pines Rehabilitation Hospital	101 E Florida Ave, Melbourne, FL 32901	0.97% NPR	\$ 297,612
10009900	Health First	Cape Canaveral Hospital	701 W Cocoa Beach Causeway, Cocoa Beach, FL 32931	0.97% NPR	\$ 1,401,331
10008100	Health First	Holmes Regional Medical Center	1350 Hickory St, Melbourne, FL 32901	0.97% NPR	\$ 5,243,604
3297500	Health First	Palm Bay Hospital	1425 Malabar Rd, Palm Bay, FL 32907	0.97% NPR	\$ 1,015,917
3158800	Health First	Viera Hospital	8745 N Wickham Rd, Melbourne, FL 32940	0.97% NPR	\$ 1,168,458
16552300	Independent	Circles of Care	400 E Sheridan Rd, Melbourne, FL 32901	0.97% NPR	\$ 223,474
1681500	Kindred Healthcare	Kindred Hospital Melbourne	765 W NASA Blvd, Melbourne, FL 32901	0.97% NPR	\$ 288,275
10320900	Steward Health Care System	Melbourne Regional Medical Center	250 N Wickham Rd, Melbourne, FL 32935	0.97% NPR	\$ 759,558
10011100	Steward Health Care System	Rockledge Regional Medical Center	110 Longwood Ave, Rockledge, FL 32955	0.97% NPR	\$ 1,497,193
101334000	UHS	Palm Point Behavioral Health	2355 Truman Scarborough Way, Titusville, FL 32796	0.97% NPR	\$ 41,097

County Phone Number: (321) 633-2153

Brevard County: Government Center, located at 2725 Judge Fran Jamieson Way, Viera, Bldg. C

Resolution Date: September 14, 2021, at 9 a.m.

Ordinance Date: May 18, 2021

Payments Due By: October 2, 2021 **\$ 11,936,519**



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.1. 9/14/2021

Subject:

Auctioneer Services for Brevard County Surplus Property (including vehicles, heavy equipment, and real property)

Fiscal Impact:

Revenue increase; variable upon sales

Dept/Office:

Central Services/Asset Management

Requested Action:

It is requested that the Brevard Board of County Commissioners approve the following:

1. Utilizing the GovDeals Sourcewell 012821-GDI Contract (Piggybacking State of Florida GovDeals Sourcewell Contract) beginning September 27, 2021;
2. Utilizing George Gideon Auctioneers Inc., as the secondary vendor for auctioneer services beginning September 27, 2021; and
3. Authorize the County Manager, or designee, to execute all contracts, any necessary contract amendments, extensions, or renewals for GovDeals Sourcewell 012821-GDI and George Gideon Auctioneers, Inc., upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

Summary Explanation and Background:

On March 10, 2020, the Board approved the usage of GovDeals' services of Online Auctioneering for surplus property, which expires September 26, 2021. To date, auctions through GovDeals' on our existing contract have resulted in a rebate to the County of \$10,589.59.

On September 15, 2020, the Board directed staff to place the Online Auctioneering Services of County-owned surplus inventory out to bid to see if there were other entities which could conduct this service at a lower price for the County. This was in response to Item F.22 which requested the Board's approval of Utilization of the Buy Board Cooperative Purchasing RFP No.620-20 for Rene Bates, to augment sales of County Owned Surplus Inventory in addition to continuing usage of GovDeals services as described above.

On June 24, 2021, RFP-4-21-21 / Auctioneer Services was advertised, soliciting proposals to provide above services. Proposals were opened on July 21, 2021. Three responses were received, as follows:

1. Insight Auctioneers, of Sebring, FL
2. George Gideon Auctioneers, Inc., of Zellwood, FL
3. GovDeals of Montgomery, AL

It should be noted that the costs for these services are collected by the vendor through a fee taken as a percentage of their sale commission.

On August 10, 2021 and August 27, 2021, the Selection Committee convened to discuss proposals received. Upon reviewing the responses, the committee motioned and unanimously approved a recommendation that the Board consider for approval, utilizing the State of Florida GovDeals Sourcewell Contract 012821-GDI as the primary vendor for auctioneer services and George Gideon Auctioneer Inc., as the secondary vendor for auctioneer services. Piggybacking the State of Florida GovDeals Sourcewell Contract provides the highest annual rebate, a 1.25% rebate, to the County based on annual sales; which in turn will generate more funds provided back to the County.

George Gideon Auctioneers offered a 1% rebate to the County, however, the County would only receive this rebate if other government agencies were to piggyback Brevard County's contract with Gideon, which is not guaranteed.

GovDeals remains a more favorable auctioneer service than George Gideon. GovDeals holds 3 Million active bidders with 36,000 within 150 miles of Cocoa. George Gideon holds 30,000 active bidders within 75 miles of their facility in Zellwood. GovDeals also provides real estate sales with no minimum; while Gideon holds a minimum sales value of \$200,000. Lastly, GovDeals accepts a greater variety of electronic payment terms including debit/credit cards and wire transfer; George Gideon accepts wire transfers (with a \$35 fee) and does not accept debit/credit cards.

It is the recommendation of the committee based on the revenue percentage generation as well as the bidder attraction factors above to authorize piggybacking the State of Florida GovDeals Sourcewell Contract as the primary vendor for auctioneer services; authorize execution of a contract with George Gideon Auctioneers, Inc., as the secondary vendor for auctioneer services. It is lastly recommended that the Board authorize the County Manager, or designee to execute all contracts, any necessary contract amendments, extensions, or renewals for GovDeals Sourcewell 012821-GDI and George Gideon Auctioneers, upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

If approved, the contracts will be executed with a contract start date of September 27, 2021. The State of Florida GovDeals Sourcewell Contract is a four (4) year contract with a single renewal option for one (1) year. The contract with George Gideon Auctioneers, Inc., would be for an initial term of two (2) years with two renewal options, each renewal for up to two (2) additional years. All contracts, any necessary amendments, extensions, or renewals would be reviewed and approved by the County Attorney's Office, Risk Management, and Purchasing Services prior to execution.

Clerk to the Board Instructions:

None.

**Solicitation Number: 012821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Liquidity Services Operations, LLC, dba GovDeals, 100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Auction Services with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

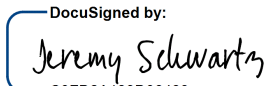
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

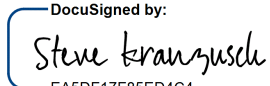
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Liquidity Services Operations, LLC,
dba GovDeals

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 3/17/2021 | 11:32 AM CDT

DocuSigned by:

By: EA5DF17F85ED4C4...
Steve Kranzusch
Title: Vice President and General Manager
Date: 3/17/2021 | 4:21 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 3/17/2021 | 6:22 PM CDT

RFP 012821 - Auction Services with Related Solutions

Vendor Details

Company Name: Liquidity Services Operations, LLC

Does your company conduct business under any other name? If yes, please state: GovDeals

Address: 100 Capitol Commerce Blvd.
Suite 110
Montgomery, AL 36117

Contact: Alicia Andrews

Email: vendor@govdeals.com

Phone: 334-274-3846

Fax: 334-387-0519

HST#: 52-2293687

Submission Details

Created On: Monday January 11, 2021 10:00:02

Submitted On: Wednesday January 27, 2021 14:31:35

Submitted By: Alicia Andrews

Email: vendor@govdeals.com

Transaction #: d9c672dd-a09b-45e1-8703-4c3628e3d494

Submitter's IP Address: 68.207.139.227

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Liquidity Services Operations, LLC dba GovDeals	*
2	Proposer Address:	100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117	*
3	Proposer website address:	www.govdeals.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steve Kranzusch Vice President and General Manager 100 Capitol Commerce Blvd., Suite 110 Montgomery, AL 36117 skranzusch@govdeals.com 334-462-3962	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alicia Andrews Senior Proposal Writer 100 Capitol Commerce Blvd., Suite 110 Montgomery, AL 36117 vendor@govdeals.com 334-274-3846	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>GovDeals was founded in 1999 and was acquired by Liquidity Services, Inc. (LSI), in 2008. In 2020, they completed an internal merger, bringing GovDeals, Inc., under the subsidiary umbrella of Liquidity Services Operations, LLC (LSO).</p> <p>Headquartered in Bethesda, MD LSI is a publicly held corporation (NASDAQ: LQDT) LSI is a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals. Upon the acquisition, GovDeals quickly became one of the LSI's flagship marketplaces - and one of its most successful.</p> <p>GovDeals currently has 100 direct full-time employees, with more than half working remotely from the field in order to best serve clients in their local areas throughout the United States and Canada. In addition to this direct support, additional staffing and substantial resources come from LSI.</p> <p>Today, more than 14,000 state and local governments have transitioned some or all their surplus auctions to GovDeals.com, and our company has facilitated the sale of over 2 million government-owned assets/lots for total auction sales surpassing \$2.4 billion. Since GovDeals was first awarded a Sourcewell contract in 2011, over 400 Sourcewell member agencies have successfully sold over \$133 million in surplus auction sales on GovDeals.com.</p> <p>What our clients like most about GovDeals:</p> <ul style="list-style-type: none"> • GovDeals auctions are conducted in a totally transparent environment with terms and conditions, bid history, and results easily accessible by the public during the auction and for one full year after auction completion. • Robust reporting and a perpetual audit trail are readily accessible within each GovDeals client's account in perpetuity. • Our clients have access to consultative service and proven online auction best practices, as well as auction strategies that have been developed and fine-tuned during GovDeals' 20 years in the online auction business. • GovDeals is a financially strong vendor that remits payments to clients weekly, and GovDeals shoulders liability for chargebacks or fraud that may occur. • Extensive marketing outreach will be provided to reach targeted bidders at GovDeals' expense. This drives competitive bidding, increasing the final selling price of auctioned assets. Marketing efforts provided by GovDeals include niche print and online publications, email marketing, local advertising, press releases, and more. 	*
8	What are your company's expectations in the event of an award?	The management team at GovDeals, led by its Vice President and General Manager, Steve Kranzusch, will continue to enthusiastically endorse and sponsor the Sourcewell contract if awarded. With extensive cooperative award experience and knowledgeable teams already in place throughout the U.S. and Canada, GovDeals is well positioned to continue to leverage this award. Currently over 400 government agencies participate in Sourcewell's GovDeals contract, achieving over \$19 million in total auction sales during the most recently completed contract year, and we will continue to work every day to grow these totals.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our parent company's most recent Audited Financial Statement has been provided as an attachment.	*
10	What is your US market share for the solutions that you are proposing?	Limiting the scope to companies providing self-service online sales of state and local government surplus, we estimate our market share is greater than 60%. Expanding to include the entirety of the state and local government surplus market, we estimate our US market share to be between 15%-20%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Essentially, GovDeals' Canadian market share is 100%. Having overcome numerous cultural and regulatory headwinds, GovDeals continues to be the only provider of a self-service online government surplus auction solution licensed to conduct business in Canada. The overall Canadian market is typically considered to be one-tenth (10%) of the U.S. market, with a high percentage of this opportunity centering on Ontario. GovDeals has experienced remarkable growth in its Canadian business since launching in the market 8 years ago, with over 900 provincial and local governments utilizing our platform. Estimating a Canadian market of approximately 10,000 government entities, our market share is around 10%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>GovDeals has approximately 100 direct, full-time employees, including 45 Client Account Managers and Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions. Therefore, GovDeals is prepared to immediately serve Sourcewell members, regardless of the agencies' locations and sizes.</p> <p>Each participating Sourcewell member will have a dedicated account team, including a local Client Account Manager and regional Business Development Representative, to provide hands-on service and support as needed. GovDeals' Client Account Managers may be reached 24/7 via direct cell phone and email.</p> <p>Additionally, in the event your GovDeals Client Account Manager is not immediately available by phone or email, the Member will have access to our Client Services Help Desk, staffed by experienced Client Services Representatives who are available for technical questions, support, and training. The Client Help Desk is available on weekdays by live chat, toll-free phone, and email. There is absolutely no additional cost for any technical support or for use of the Help Desk.</p> <p>GovDeals is committed to maintaining a client-staff ratio that ensures our Clients receive comprehensive training and ongoing, interactive support. GovDeals has readily available financial assets and the financial backing of a strong, debt-free parent company, which enables us to hire additional staffing when and where needed in order to continuously maintain the optimum client-staff ratio and maximize the service provided to the Member and its participating agencies.</p> <p>As our company grows, new hires are carefully selected by senior management to ensure GovDeals' commitment to superior service is not just uninterrupted, but also strengthened. If at any time the Member is dissatisfied with the service provided by its GovDeals representatives, we encourage you to contact our senior management team so that we may have the opportunity to solve problems and restore our sincere commitment to helping the Member efficiently and effectively operate its surplus liquidation program.</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GovDeals maintains applicable business licensing throughout the U.S. and Canada in compliance with our clients' local ordinances. These include auction business licenses in Florida and Louisiana, a Motor Vehicle Dealer's License in California, and used vehicle dealer licenses in Ontario and British Columbia.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Our company was awarded the USPS Supplier Excellence Award in 2018. We have also been named in Forbes Magazine List of Best Small-Cap Companies in America six times, The Washington Post Top 200 Companies seven times, as well as receiving multiple additional awards for innovation, client success, growth, and sustainability efforts.	*
17	What percentage of your sales are to the governmental sector in the past three years	As government/public entities are the only agencies we serve, 100% of our sales are to the governmental and education sectors. Of our 14,500+ clients, 12,090, or 83%, are municipalities, state governments, county governments, law enforcement agencies, fire departments, public utilities, and transit authorities.	*
18	What percentage of your sales are to the education sector in the past three years	The education sector falls under the "government/public entities" we serve as stated in Line 17. Of our 14,500+ clients, 2,497, or 17%, are in the higher education or K-12 sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Cooperatives:</p> <p>Sourcwell - \$21.9 million (2019-2020); \$24.6 million (2018-2019); \$16.8 million (2017-2018)</p> <p>NASPO ValuePoint - \$25.2 million (2019-2020); \$25.8 million (2018-2019); \$25.3 million (2017-2018)</p> <p>Omnia Partners - \$92,000 (2020-2021)</p> <p>BuyBoard - \$5.1 million (2019-2020); \$4 million (2018-2019); \$3.2 million (2017-2018)</p> <p>Pinellas County, FL - \$8.8 million (2019-2020); \$6.6 million (2018-2019); \$6 million (2017-2018)</p> <p>State/Provincial Contracts:</p> <p>State of Alabama - \$1.1 million (2020); \$1.6 million (2019); \$1.4 million (2018)</p> <p>State of Arizona - \$1,700 (2020); \$2800 (2019); \$66,000 (2018)</p> <p>State of Colorado - \$766,000 (2020)</p> <p>State of Georgia - \$4.8 million (2020); \$3.3 million (2019); \$4.2 million (2018)</p> <p>State of Indiana - \$1.6 million (2020); \$913,000 (2019)</p> <p>State of Louisiana - \$3.9 million (2020); \$2.3 million (2019); \$1.8 million (2018)</p> <p>State of Missouri - \$3.7 million (2020); \$4 million (2019); \$3.8 million (2018)</p> <p>State of Ohio - \$2.6 million (2020); \$809,000 (2019); \$587,000 (2018)</p> <p>State of Oregon - 1.7 million (2020); \$2.2 million (2019); \$2.2 million (2018)</p> <p>State of South Carolina - \$9.3 million (2020); \$5.4 million (2019); \$6.3 million (2018)</p> <p>State of Tennessee - \$6.4 million (2020); \$4.6 million (2019); \$2.8 million (2018)</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GovDeals holds no GSA contracts.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
District of Columbia Government	Marvin Manassa	202-576-7352 marvin.manassa@dc.gov	*
City of Virginia Beach, VA	Sharon Ratcliff	757-385-8276 sratclif@vbgov.com	*
City of Grande Prairie, AB	Jason Graves, Procurement Systems Specialist	780-357-8758 jgraves@cityofgp.com	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of South Carolina	Government	South Carolina - SC	Online Auction Services	Number of assets sold: 20,510 Average sale price: \$2,464	2020 - \$9.3 million 2019 - \$5.4 million 2018 - \$6.3 million	*
State of Georgia	Government	Georgia - GA	Online Auction Services	Number of assets sold: 24,577 Average sale price: \$1,552	2020 - \$4.8 million 2019 - \$3.3 million 2018 - \$4.2 million	*
USPS Vehicle Sales	Government	District of Columbia - DC	Online Auction Services	Number of assets sold: 11,849 Average sale price: \$2,716	2020 - \$5.8 million 2019 - \$10.9 million 2018 - \$7 million	*
Tennessee Valley Authority	Government	Alabama - AL	Online Auction Services	Number of assets sold: 3,977 Average sale price: \$7,475	2020 - \$1.4 million 2019 - \$3 million 2018 - \$2.4 million	*
State of Washington	Government	Washington - WA	Online Auction Services	Number of assets sold: 15,657 Average sale price: \$1,636	2020 - \$5.5 million 2019 - \$7.3 million 2018 - \$8.9 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	GovDeals currently has 21 Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions as our sales force. See attached Sales Team map in documents.	*
24	Dealer network or other distribution methods.	NA	*
25	Service force.	GovDeals currently has 25 Client Account Managers (CAM) working remotely from across the United States and Canada to serve government agencies in their respective regions as our service force. See attached CAM Territories map in documents.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	GovDeals will provide 24/7 personal, hands-on service to each participating Sourcwell Member locally through dedicated Client Account Managers (CAMs) and Regional Business Development Representatives, as well as a deep commitment to support from our corporate offices in the form of our Client Services Help Desk, extensive marketing of assets, accounting, and system upgrades. The dedicated CAM will endeavor to respond within one hour (typically much faster) to all inquiries by the Member, and will always respond within 24 hours. There will be no additional cost for these services. Direct employees provide all of GovDeals' services. In addition to their salaried compensation, GovDeals' employees are further incentivized with monthly commission or annual year-end bonuses determined by the company's profitability.	*

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Properly managing the sale of government assets and ensuring maximum ROI requires a great deal of knowledge and expertise. Although our platform is designed for the efficiency of self-service, GovDeals is committed to sharing our strategy knowledge with Sourcewell participating agencies through very interactive and hands-on service. We combine an easy-to-use website, a large and targeted bidder audience, knowledge of auction best practice, a robust marketing program, and a history of compliance with government requirements and regulations, to offer a service that is unequaled by other vendors.</p> <p>GovDeals will provide easily accessible, highly responsive technical support and customer service to all Sourcewell participating entities. Typical response time is under an hour, and we commit to always respond within 24 hours. Client Account Managers may be reached by cell phone or email 24 hours a day, 7 days a week. If for any reason a participating agency's Client Account Manager is not immediately available, they may contact GovDeals' Client Help Desk. Staffed by fully trained Client Services Representatives, the Help Desk provides technical support and problem-solving by toll-free phone, live chat, and email. The Help Desk is available Monday through Friday, 8 a.m. ET to 7 p.m. ET.</p> <p>Setting GovDeals apart from the competition, we continue to properly and proactively scale our business so that we may deliver on our promises by hiring and retaining solid, hardworking, and dedicated employees in all regions of the U.S. and Canada that believe in what we do. Our extremely low turnover has allowed GovDeals to create a strong culture of shared success and ownership in the best practices that make us a committed partner in success.</p> <p>We have 46 Client Account Managers and Business Development Representatives based strategically throughout the U.S. to provide direct service to participating entities nationwide.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We have a team of four Canadian Client Account Managers and Business Development Representatives led by a Managing Director exclusively to serve clients and drive adoption of GovDeals by Canadian government agencies.</p> <p>As stated in Line Item 27 above, we continue to properly and proactively scale our business so that we may deliver on our promises by hiring and retaining solid, hardworking, and dedicated employees in all regions of the U.S. and Canada that believe in what we do. Our extremely low turnover has allowed GovDeals to create a strong culture of shared success and ownership in the best practices that make us a committed partner in success.</p> <p>Canadian Sourcewell participating agencies will receive the same level of service and support that agencies in the United States receive.</p> <p>Importantly, www.GovDeals.ca transacts in Canadian dollars.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	GovDeals can serve all geographic areas of the United States and Canada through the proposed contract. The only caveat that may apply to non-contiguous state and U.S. Territories is that training could be limited to remote services such as webinars.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>GovDeals provides services to state/provincial and local government entities throughout the United States and Canada, including higher education and K-12 agencies. Although we hold several cooperative purchasing contracts, these agreements do not limit our promotion of other contracts.</p> <p>GovDeals does not serve commercial or private not-for-profit entities that are not affiliated with a government entity. If any Sourcewell Members don't qualify to sell on GovDeals, they may qualify to become a seller on our sister company's marketplace, AllSurplus. AllSurplus is a separate Business Unit and has its own distinct client base and customer service organization dedicated to commercial and other private entities and is not intended for the sale of new or resale items. AllSurplus was developed separately from GovDeals in order to keep GovDeals purely focused on our government clients.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell Members in Hawaii, Alaska, and territories. GovDeals currently serves nearly 30 clients in Alaska, including the State of Alaska. The only caveat that may apply to non-contiguous states and U.S. Territories is that training could be limited to remote services such as webinars.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	GovDeals will continue to market this contract as follows: <ul style="list-style-type: none"> • Promotion by the 46 field-based sales and client service representatives • Promotion at the 140+ national, regional and local trade shows and seminars we attend annually (Note: attendance to such events is limited during the COVID-19 pandemic) • Encouraging cooperative contract utilization when responding to solicitations • Promotion through our formal consulting representation by Government Sourcing Solutions (GSS) Samples of marketing materials promoting GovDeals' cooperative contracts are provided in the document upload section.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We utilize social media and many other methods to promote and increase awareness of GovDeals, as well as specific client assets. Our experienced web development team uses rich search engine optimization (SEO) strategies to foster online visibility for all our clients' assets listed on GovDeals. Additionally, our marketing team places targeted advertisements and writes press releases to drive traffic to our clients' auctions. Our Marketing Communications Team utilizes tools such as HubSpot, Constant Contact, and PowerBI.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell award has been strongly integrated into GovDeals' sales processes and culture based on over 10 years of increasingly enthusiastic promotion of the contract where and when a cooperative or more formal contracting vehicle is needed. Our experience is that Sourcewell's role has been to equally promote all vendors sharing an award. Our view is the award would be even more successful, overall, if the specific advantages of a single online self-service vendor could be directly promoted by Sourcewell.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	As a service provider, e-procurement ordering is not applicable. However, GovDeals' website features a one-time sign-up feature to simplify onboarding. Sourcewell Members may sign up online to utilize our service, including the ability to indicate their desire to ride the Sourcewell contract.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	There is no additional cost for initial and ongoing training and support. Details regarding training, which is conducted by each entity's regional Client Account Manager, are provided in uploaded documentation, including a typical schedule for implementation of the GovDeals platform. There is no limit to the number of users that can be trained for each entity. A key difference between GovDeals and other vendors is GovDeals' commitment to enthusiastically support of the Participating Entities' auction management personnel. We believe strongly in the value of our best practices strategies, and we are eager to help Sourcewell Members realize untapped revenues. The GovDeals system and service offers Sourcewell Members value-added benefits such as Reallocation Tiers, Elevated Service Models, Departmental Billing, and so much more. See the uploaded documentation for the full list of such attributes.
37	Describe any technological advances that your proposed products or services offer.	In addition to the inherent advantages of in-place online auctions, GovDeals' emphasis on stable, scalable technology provides many vital benefits: <ul style="list-style-type: none"> • The GovDeals system continues to be operated by our own internal IT Department. This very experienced and agile 7-person team is dedicated to development, operation, and support of the GovDeals system. Based at GovDeals' headquarters, this team is backed by a larger IT infrastructure within our parent company's global organization. • The GovDeals system and website infrastructure is hosted on the Microsoft Azure cloud platform, increasing the reliability and performance of the seller-facing and buyer-facing websites through the country and around the world. • Development releases are scheduled for every 2 weeks to strengthen code, add features, and mitigate potential risks. • GovDeals' real-time, interactive reporting capabilities are hosted in a very secure environment. Each Sourcewell Member will have 24/7 access to robust account reports providing a complete audit trail for each asset from the time it is added to the GovDeals system until it is sold and proceeds are collected. This audit trail will be available in each Participating Entity's GovDeals account in perpetuity. • GovDeals recently launched our integrated mobile site. The availability of these tools will undoubtedly further improve the selling and buying experience for mobile users.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Because the GovDeals online auction solution operates on an "as is, where is" basis, the environmental impact of further vehicle/equipment transportation is eliminated. More importantly, since vehicles and equipment are able to be auctioned constantly and not stored for lengthy periods of time in holding lots, the environmental risks associated with dripping mechanical fluids and mechanical degradation (which can occur rapidly on out-of-service vehicles) are virtually eliminated.</p> <p>An additional benefit is reduction in facility and outdoor space utilization. The GovDeals' continuous, as needed, "as is, where is" auction model enables surplus vehicles and heavy equipment to be sold from any location within the Sourcewell Member's jurisdiction. This means there is no need to transport to a holding lot or auction facility, and no need to accumulate vehicles for an auction "event."</p> <p>The quick turnover of surplus property that is achieved through an efficient and short sales cycle has delivered significant space savings to our Client sellers at all levels of government throughout the United States and Canada. GovDeals' terms dictate that Buyers are obligated to pick up their purchases from the current location, and Buyers are responsible for arranging their own removal of the vehicles they have purchased.</p> <p>Numerous GovDeals clients have been able to repurpose their warehouse space, vehicle lots, and other facilities as storage space needs diminished. Thousands of government agencies have realized the comprehensive environmental benefits and increased profitability far outweigh the risk of cultural change within their internal departments.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Liquidity Services Operations LLC does not carry any such certifications.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Experience! GovDeals is the first company to offer a completely self-service, secure auction platform focused on arming government agencies with the knowledge and the tools to enable the highest possible net results for their surplus assets. Our most successful clients are the ones who leverage GovDeals' best practices and personal support.</p> <p>While GovDeals has a strong technology infrastructure, our company is a knowledge-based business with a huge commitment to interaction with our Clients for the benefit of simple operation and best net sales results. Only GovDeals overlays its self-service auction platform with knowledge-rich, field-based representatives dedicated to serving Sourcewell Members in every region of the U.S. and Canada.</p> <p>GovDeals is uniquely positioned to serve Sourcewell and its Members with an experienced staff and robust service that exactly matches Sourcewell's space and its Members' needs. As GovDeals and Sourcewell's partnership continues to grow, our company is immediately scalable to continue to serve your Members in all 50 U.S. states and across Canada without any compromise in service.</p> <p>New Value-Added Programs! The following are innovative ways to grow revenues within existing business partners and members.</p> <ul style="list-style-type: none"> • Vendor Auction Program- Sourcewell vendors will now be eligible to post surplus product such as trade-ins or end of lease for sale on GovDeals. Sourcewell will enjoy the added benefit of the standard administrative fee on any vendor sales completed on GovDeals.com. • Real Estate- With the government real estate market estimated at \$1 billion annually, Sourcewell members are eligible to use GovDeals in their sale of surplus and tax lien real estate/real property; members will have access to lower pricing structures and a targeted buyer market. Sourcewell continues to enjoy the administrative fees on these sales. <p>In both scenarios, GovDeals' marketing team will collaborate with Sourcewell to craft messaging to be pushed out to Sourcewell vendors/members at Sourcewell's discretion. With our proven marketing program, we hosted \$4MM in real estate sales in the last three months alone!</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a service provider, warranty information as expressed in this Table is not applicable to GovDeals. GovDeals' auction platform is entirely web-based, and no software will be installed on any Sourcewell Member computer.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	As there are no warranties, there are no usage restrictions or other limitations that adversely affect coverage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	As there are no products to install, our technicians do not need to travel to make repairs to the GovDeals system.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As there are no products to install, our technicians do not need to travel to make repairs to the GovDeals system. GovDeals utilizes multiple internal and external notification systems to ensure that the appropriate people are notified if there are any IT warnings, critical issues, or other matters that need immediate attention 24 hours a day, 7 days a week, and 365 days a year.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	GovDeals does not utilize any other manufacturers to provide the services proposed in this response.	*
47	What are your proposed exchange and return programs and policies?	GovDeals' fiduciary responsibilities to Sourcewell and its Members are guaranteed through a \$10,000,000 insurance policy. When a Sourcewell Member utilizes GovDeals' system and its Financial Settlement Services (FSS) payment collection and remittance program, the Member will not be liable for any payment fraud or chargebacks that may occur.	*
48	Describe any service contract options for the items included in your proposal.	Additional service models will be made available upon request at a rate to be determined by the specific needs of the Sourcewell Member. This may include service such as creating auction listings and managing the auction process. More information is available to Sourcewell and its Members upon request. We have made provisions in our pricing model for these elevated services, although specific pricing will be determined by Member needs, asset quantity, and sales volume. GovDeals will follow Sourcewell's Cost Change Form procedure if and when elevated service models are negotiated that are beyond the scope of the pricing provided within this proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	The majority of GovDeals' clients elect for our company to withhold our fees from their auction proceeds remittance payment, eliminating the client from having a bill to pay. For clients that wish to receive full proceeds and remit fee payment directly to us, our payment terms are net 30 days.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	To access GovDeals' services, a Sourcewell participating entity can fill out the "Become a Seller" information form on our website and enter "Sourcewell" in the comments box. Our Sales Support team will then contact the entity for any additional information that may be needed. GovDeals has a built-in Partner Report which provides sales reports for all cooperative participants and can be run in any date range, e.g. monthly or quarterly. GovDeals is experienced in reporting quarterly sales to Sourcewell and will continue to efficiently and consistently do so throughout this contract. Please note, our company does not utilize a dealer network.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card payments. There is no additional cost for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>GovDeals proposes a success-based fee structure, charged only on completed auctions. There will be no additional fees or charges for our services. There will be no fee if an auction does not result in a completed sale, and there will be no charges to the Member for any marketing efforts, training, software upgrades, or consultation and support provided on-site or remotely.</p> <p>The pricing model detailed below is consistent with our well-established market pricing where the 12 Western states have lower base pricing than available to the rest of the US. Individual cooperative selling entities (clients) have access to a volume-based fee structure based on their actual annual sales on GovDeals or documented previous year(s) sales utilizing other disposition methods. The Member may choose to utilize GovDeals' system and service with our payment collection and remittance services (FSS) included; or may elect to collect its own payments and be invoiced by GovDeals (Non-FSS).</p> <p>Under any of our pricing options, GovDeals' fee may be shared between the Member and winning bidders, may be withheld from the Member's auction proceeds or may be wholly incurred by buyers. The most common option chosen is 7.5% Client Fee and 5% Buyer's Premium.</p> <p>'A' Pricing (Available in AK, AZ, CA, CO, ID, MT, NV, NM, OR, UT, WA & WY)</p> <ul style="list-style-type: none"> • 7.5% for Non-FSS • 10% for FSS • No Annual Volume Discount Program (AVDP) for 'A' Pricing since this pricing already reflects a 2.5 percentage point discount <p>'B' Pricing (All other US states not eligible for 'A' Pricing; and all Canadian entities)</p> <ul style="list-style-type: none"> • 7.5% for Non-FSS • 12.5% for FSS • Sellers paying 12.5% fee (not passing a portion of the fee to Buyers) qualify for AVDP. • AVDP qualifying annual volume is based on an aggregation of only sellers paying 12.5%. All other 'B' Pricing categories do not qualify for AVDP. <p>'C' Pricing - Offered on a case-by-case basis. GovDeals recognizes that various government agencies have different needs. In this spirit, we offer ceiling pricing of an additional 20% fee (total up to 32.5%) to accommodate special circumstances. These services may include, in addition to the services offered herein, taking photographs/video of assets for promotion and sale purposes; uploading descriptive content and media to create auction listings; full-service tasks such as transportation and storage of assets (limited to areas where such service is offered) and total management of the auction process. Note: When a client requests this elevated service model, GovDeals will review the client's specific needs, projected volume, and other related details of the prospective account in order to determine this option's availability on a per-case basis.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing offered in this proposal is consistent with our offers to state governments, cooperative entities, and large local government entities. It is consistent with our current Sourcwell award.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Due to contract volume, qualifying entities will receive an annual rebate of 1.25%. GovDeals' Annual Volume Discount Program (AVDP) is available to Sourcwell Members paying 12.5% fee under the 'B' Pricing described in Line 53.

56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable; GovDeals does not sell commodities.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs are included in the pricing model(s) quoted in Line Item 53. There will be no additional fees for standard support, training, on-site service, platform upgrades, etc.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/shipping/delivery are not directly applicable to our service. Most of our clients require items to be picked up in person by the bidder or the bidder's agent, but we do offer an optional shipping feature wherein responsibility and any associated costs for shipping remains with the bidder or the bidder's agent. If a Member desires shipping to be allowed, GovDeals will enable the "Will Ship" option in the auction creation process. This will enable providers such as UShip to give an estimated shipping cost to prospective buyers. Whether local, in-state, out-of-state, or international, shipping will be the responsibility of the bidder and his/her third-party shipper.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	See Line Item 58; Removal of items from a completed sale remains the responsibility of the winning bidder, including any shipping/packing fees should the seller allow shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered in this proposal is consistent with our offers to state governments, cooperative entities, and large local government entities. It is consistent with our current Sourcwell award.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	In selling and billing a service, GovDeals has very few pricing variables and they are based on the same criteria for all selling clients, whether under contract or not. Once a client account is established, the pricing is a fixed percentage of the price items sell for on GovDeals.com. Because of this, all pricing and pricing changes require management approval. We have established system utilities that track cooperative member sales in a real time report; this data is archived and available, ad hoc, at any time. One senior staff person at GovDeals is dedicated to verifying the accuracy of the quarterly report and presenting it to a senior manager for payment approval. These same utilities and processes are in place for the Annual Volume Discount Program (AVDP) that has returned approximately \$850,000 in rebates directly to Sourcwell members for their contract sales during the current contract period.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	GovDeals proposes to pay 2% of what we are paid for our services. Example: A member utilizes the Sourcwell contract to sell an item for \$1,000 on GovDeals and the fee for this member is 12.5%. GovDeals is paid \$125 which represents the gross profit for the transaction. GovDeals will remit 2% of the \$125 (\$2.50) to Sourcwell when it makes its quarterly payment.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>GovDeals is committed to providing a turnkey approach to selling government surplus assets via our online auction marketplace, www.GovDeals.com, with the most efficient service offerings in the industry. In tandem with our robust and reliable auction website, the GovDeals system and service include, at no additional cost:</p> <ul style="list-style-type: none"> • Self-service functionality with unlimited users • Real-time reporting tools within secure account • Extensive marketing outreach to bidders • Hands-on training for as many employees as desired • On-site assistance posting auctions at implementation • Personal service with 24/7 on-call availability • Optional online payment collection service with 7-10-day remittance to Members. <p>GovDeals' business model is as simple as it is unique: in support of our self-service online auction platform, the foundation of our company is our local staffing that provides direct service, local knowledge, best practices, and on-call assistance for our clients. We back up this hands-on relationship with robust and experienced staffing in all functional departments, including Marketing, Accounting, Bidder Services, and Client Help Desk.</p> <p>During auctions, Sourcewell Members will be able to monitor their online auctions and answer questions from bidders. Auctions can be withdrawn at any time by the Sourcewell Member or by GovDeals at the Sourcewell Member's request.</p> <p>When the auction closes, GovDeals will provide documentation of the sale and will collect payment from buyers. Buyers will then schedule removal appointments with the Sourcewell Member. Throughout the auction cycle, GovDeals will also provide dedicated service for problem solving and case-by-case strategy recommendations, including marketing, best practices, remittance and recordkeeping services, and technical support.</p> <p>Additional details on GovDeals' service model and system are provided in the the uploaded documentation.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Auctioneer Services, to include Internet Type • Online Auction Services • Vehicle Auction Services • Miscellaneous Auction Services • Surplus Disposition Services • Surplus Liquidation Services • Internal Asset Reallocation Services

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Online auction services	<input checked="" type="radio"/> Yes <input type="radio"/> No	GovDeals is thoroughly prepared to immediately provide our online auction system and hands-on customer service to Sourcewell Members. Dedicated GovDeals staff members will serve Sourcewell Members on a regular and ongoing basis through on-site service, consultations, marketing planning, and payment collection. GovDeals will provide Sourcewell Members with a turnkey approach to selling government surplus assets via our web-based auction system, to include self-service ability to post auctions, respond to inquiries, and create/access detailed reports of auction activities and revenue.	*
67	On site live auction services	<input type="radio"/> Yes <input checked="" type="radio"/> No	GovDeals does not offer services for on-site live auctions. Thousands of government agencies have found GovDeals to be the most efficient, lucrative, and transparent online surplus solution. Underscoring the experience, service, and results we provide is an end-to-end process and system that provides a secure, redundant, and transparent environment to feed real-time and archival data to Sourcewell Members personnel.	*
68	Live streaming auctions	<input type="radio"/> Yes <input checked="" type="radio"/> No	While all of our auctions are conducted live from our website, we do not stream from live auctions. Our specialized auction website allows prospective buyers to view unlimited photographs, videos, and thorough descriptions, ask questions, and enter bids for Sourcewell Members' surplus property. The items will be auctioned under Client-specific Terms and Conditions, including Sourcewell Members-dictated time frames for payment and pickup.	*
69	Auction-related services	<input checked="" type="radio"/> Yes <input type="radio"/> No	GovDeals' online auction platform and service includes, at no additional cost: <ul style="list-style-type: none"> • Turnkey auction functionality with unlimited user accounts • Real-time reporting tools within secure account • 1 million active GovDeals bidders – verified through GovDeals' multi-layer registration process that includes vetting against the anti-terrorist watch list by global trade management software • Extensive marketing outreach to targeted bidders at GovDeals' expense, which drives competitive bidding, increasing the final selling price of auctioned assets! • Hands-on training for as many employees as desired, including initial and ongoing training and updates • Personal service by Sourcewell Members' locally based Client Account Manager with 24/7 on-call availability; on-site and remote support will be provided on demand 	

Table 15: Industry Specific Questions

Line Item	Question	Response *
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	GovDeals recognizes the importance and value of cooperative contracts and partner relationships. One of the company's senior managers, Christy Logan, oversees these partnerships. Contract compliance is ensured through quarterly and monthly reports detailing participating agencies' contract activity, as well as timely payment of applicable cooperative fees or revenue sharing. We have backend functionality in place to report all sales under the cooperative contract. GovDeals' system functionality also includes a simple way for Sourcewell to review the cooperative usage of its contract at any time, and each cooperative agency's sales amount is included on this report.
70	Describe your roles and responsibilities for each service you are proposing.	GovDeals will provide easily accessible, highly responsive technical support and customer service to Sourcewell Members. Sourcewell Members will be given direct phone numbers and email addresses for each person on their respective account team. Each team is comprised of the following: <ul style="list-style-type: none"> - Dedicated Client Account Manager in the Member's region who will be the Member's primary point of contact for any technical questions, advice, training, assistance loading auctions, etc., throughout the duration of the business relationship. Every Client Account Manager may be reached by cell phone or email 24 hours a day, 7 days a week and will provide on-site support whenever warranted. - Customer support help desk team to provide additional service and support. - Regional representative to confirm that the service provided by GovDeals meets the Member's specific needs and requirements and to ensure contract compliance. - Note: Sourcewell Members that are State or Higher Education entities will receive a 3-person team dedicated to State-Level Government accounts. - Marketing support team to market the Member's assets to targeted bidders to maximize competition and return on investment. - Bidder help desk team to ensure bidders comply with the terms and conditions of Sourcewell Members' auctions. - Accounting team to ensure Sourcewell Members' auction sales and proceeds are properly reconciled and remitted weekly.
71	Describe the agency's roles and responsibilities for each service you are proposing.	To simplify the onboarding process, the GovDeals website enables Members to sign-up online and designate Sourcewell as their contracting vehicle. GovDeals will receive this one-time "order," and the Member's account will be established according to the options chosen at sign-up. Sourcewell Members will then be responsible for taking photographs and entering descriptive details on an asset inspections form (provided by GovDeals) for each asset deemed surplus. They will also be responsible for uploading the photos and information to an auction creation template located in their GovDeals' account. GovDeals' auction calculator can recommend starting bid, bid increment, and auction dates for the auctions; these values can also be input manually. While the auction is live, Members will be able to monitor their own auctions and answer bidder questions through their individual GovDeals account. Members will also be responsible for responding to winning bidders to set up removal appointments. Member representatives must verify buyer ID and sign the Bill of Sale to release the asset(s). Once asset(s) have been removed, the representative marks the asset(s) "Picked Up" in the GovDeals system and GovDeals will remit payment for the asset(s). See our Auction Timeline in uploaded documentation for more information.
72	Describe your process of assessing market value of the items to be auctioned (where applicable).	For high-value items deserving of an appraisal (e.g. helicopters or airplanes), GovDeals will arrange for an independent appraisal at our expense. For the vast majority of surplus items, GovDeals can provide valuation recommendations based on actual historic auction data both within our system and from general auction results data to help Sourcewell Members determine fair market value. Our company also has an expert on staff to provide pricing guidance and listing strategies for maximizing returns for heavy equipment.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steve Kranzusch, Vice President & General Manager, Liquidity Services Operations LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Auction_Services_RFP_012821 Sun January 24 2021 06:05 PM	<input checked="" type="checkbox"/>	3
Addendum_8_Auction_Services_RFP_012821 Thu January 14 2021 08:57 AM	<input checked="" type="checkbox"/>	1
Addendum_7_Auction_Services_RFP_012821 Fri January 8 2021 08:58 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Auction_Services_RFP_012821 Wed January 6 2021 04:22 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Auction_Services_RFP_012821 Wed January 6 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Auction_Services_RFP_012821 Wed January 6 2021 02:01 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Auction_Services_RFP_012821 Tue January 5 2021 01:35 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Auction_Services_RFP_012821 Mon January 4 2021 04:23 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Auction_Services_RFP_012821 Mon December 28 2020 11:21 AM	<input checked="" type="checkbox"/>	2

**SELECTION COMMITTEE CONSOLIDATED EVALUATION SCORESHEET**

Any questions regarding the content of this notice should be directed to *Procurement Analyst* at (321) 617-7390

MEETING DATE: August 27, 2021 @ 10:30 am

POSTING DATE: August 27, 2021 THROUGH: September 02, 2021 @ 5:00 pm POSTED BY: Isidro Rivera Alicea

The Firms who have been short-listed are as follows:

▼ Committee Member ▼	Insight Auctioneers	George Gideon Auctioneers	GovDeals
Carl Cotner	3	2	1
Merrill Vincent	3	2	1
Pamela McRoy	3	2	1
TOTAL POINTS	9	6	3
RANKING	3	2	1

*** Motion by Merrill Vincent, Second by Carl Cotner to recommend to the Board approval to piggyback the State of Florida GovDeals Sourcewell Auctioneer Contract as the primary vendor and to recommend the Board authorize George Gideon Auctioneers, Inc., as the secondary vendor. Motion Passed by Unanimous vote.

Brevard County encourages prompt and fair handling of all complaints and disputes with the business community.
Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

 approval



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.2.

9/14/2021

Subject:

Deleted

Fiscal Impact:

Dept/Office:

Planning & Development and Public Works

Requested Action:

Summary Explanation and Background:

Clerk to the Board Instructions:



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.3.

9/14/2021

Subject:

Allocation of American Rescue Plan Act (ARPA) funding to qualified Capital Projects and Equipment within Commission Districts

Fiscal Impact:

Allocation of not to exceed \$44 million of ARPA funding to capital projects within Commission Districts

Dept/Office:

County Manager's Office

Requested Action:

Approval of the recommended allocation of not to exceed \$44 million of ARPA funding for capital projects within Commission Districts. Authorize the County Manager to execute all necessary budget change requests for ARPA funded projects approved by the Board and authorize Purchasing Services to issue and award competitive solicitations, within Commission District ARPA funding allocation and as may be prioritized by each District Commissioner once bids are received and evaluated. Authorize the County Manager to execute all contracts, contract amendments, task orders, work orders and any necessary extensions upon review and approval by the County Attorney's Office, Risk Management and Purchasing Services.

Summary Explanation and Background:

On July 20, 2021, the Board allocated \$50M of the County's initial allocation of ARPA funding: \$8M to each commission district for qualifying Water, Waste Water, and Stormwater projects and \$2M to each commission district from Revenue Replacement for general governmental services. The Board requested staff to develop a list of meritorious water, sewer, and stormwater projects, within each commission district. The Utilities Services, Public Works, and Natural Resources Management Department Directors met and developed a list of projects that would qualify for ARPA funding and sorted the list into 3 tiers of project importance.

Tier 1 represents those projects that have funding partnership(s) and/or are high priority of the Department, shovel ready and may be completed by 2026. Tier 2 are other important projects within districts that staff has determined to be eligible for ARPA funding and may be completed by 2026. Tier 3 are stormwater projects or capital equipment that may be less likely to be completed by 2026 as required by ARPA and most likely will require revenue replacement to be utilized to fund these projects or equipment under the current U.S. Department of the Treasury guidelines. Below is a list of projects developed in consultation with each District Commissioner for which Board approval is requested and authorize the procurement process.

When developing the list of projects, the Directors provided their best estimates of project costs, however based on the prices the County has seen in recent months, there is a possibility that actual prices maybe be higher than reflect on the below list of projects. Once the procurement process is complete, the list will be

updated to reflect the bid price of each project. Staff will keep each Commissioner updated on actual costs for their district and if there is need to reconsider project priorities.

Commission District 1 - Allocated \$7,747,000 to qualifying Water, Waste Water, and Stormwater projects

- Mims Waterline Replacement, Phase 3, \$1,752,000
- Mims Waterline Replacement, Phase 4, \$1,800,000
- Scottsmoor 1 - Stormwater, \$976,000
- Scottsmoor C - Stormwater, \$1,207,000
- Johns Road Pond Retrofit - Stormwater, \$135,000
- Flounder Creek Pond - Stormwater, \$152,000
- Cherokee/Bayfield Remedial - Stormwater, \$400,000
- Devonshire Stormwater Improvements, \$350,000
- Titusville Causeway Beach Restoration, \$500,000
- Kaiser Walking Excavator, \$475,000

Commission District 2 - Allocated \$8M to qualifying Water, Waste Water, and Stormwater projects; \$2M of Revenue Replacement to projects; the balance, as available from District 2 CARES allocation.

- Sykes Creek Force Main - Replacement and Increase Pipe Diameter, \$2,292,000
- Lift Station V-03 - Relocation, \$1,551,000
- Lift Station M-16 - Relocation and Gravity Sewer, \$2,124,000
- Lift Station C8, 9 & 10 Consolidation Constructing New Lift Station and Force Main, \$3,429,000
- Lift Station F-04 - Relocation Lift Station, \$966,000
- Lift Station F-01 Construction of New Lift Station, \$1,355,000

Commission District 3 - Allocated \$8M to qualifying Water, Waste Water, and Stormwater projects

- Lift Station S-27 Rehabilitation, \$720,000
- Micco A Septic to Sewer, \$1,060,500
- South Brevard Waste Water Treatment Plant and Water Treatment Plant Land Acquisition, \$3,000,000
- Barefoot Bay Chlorine Pumps, \$1,182,000

- Micco Central - Stormwater OR Micco Southwest - Stormwater, \$802,500 (partially funded)
- Kaiser Walking Excavator, \$475,000
- Gradall Excavator, \$385,000
- Street Sweeper, \$375,000

Commission District 4 - Allocated \$8M to qualifying Water, Waste Water, and Stormwater projects; \$2M Revenue Replacement to projects

- South Central - Zone C - Septic to Sewer, approved by the Board on August 3, 2021, \$2,952,964
- Suntree Booster Station - Relocation and Pump Increase, \$2,028,000
- Lift Station S-19 - Relocation, \$1,548,000
- Lift Station S-26 - Relocation, \$854,000
- Viera Wetlands Improvements, \$2,000,000
- Johnson Jr. High Pond Denitrification Phase 2 - Stormwater, \$140,000
- Ruby Street - Stormwater Sediment and Treatment System, \$774,000

Commission District 5 - Allocated \$8M to qualifying Water, Waste Water, and Stormwater projects

- Lift Station B-03 - Rehabilitation, \$500,000
- Sewer and Manhole Lining Installation, \$2,500,000
- Basin 2258 Babcock Road Bioreactor - Stormwater, \$89,000
- South Beaches Zone A - Septic to Sewer, \$1,265,236
- Indialantic Stormwater Improvements, \$625,000
- Basin Treatment Planning - Stormwater, \$400,000
- Hoover and Ocean Park Stormwater Improvements - Stormwater, \$260,000
- Oklahoma Stormwater, \$600,000
- Ellis Road Widening from John Rodes Boulevard to West Wickham Road Stormwater, \$1,760,764

Clerk to the Board Instructions:



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Development and Environmental Services Group

J.1.

9/14/2021

Subject:

Waiver of Section 62-102(c), Re: Unpaved Road Agreements to Allow Access Via Paper Right-of-Way to Burkholm Road (District 1)
Applicants: David & Krystal Harris

Fiscal Impact:

None

Dept/Office:

Planning and Development

Requested Action:

The applicants are seeking the Board's approval of a waiver to Section 62-102(c) to allow them to construct a house on their property (Tax ID 2002139) without: (1) constructing an unpaved road within county right-of-way; (2) providing for the maintenance of said roadway; and (3) agreeing to a proportion share assessment for the paving of the roadway.

Summary Explanation and Background:

Section 62-102 stipulates that no building permit for a single-family dwelling will be issued by the County unless the property abuts a public maintained road dedicated and accepted for maintenance by the County. Section 62-102(c), Unpaved road agreements, provides that the Board and a property owner whose property abuts a right-of-way (ROW) which is not maintained by the County may enter into an agreement to construct a home that is subject to: (1) the applicant constructing an unpaved road within county right-of-way; (2) providing for the maintenance of said roadway; and (3) agreeing to a proportion share assessment for the paving of the roadway (see Staff Report). The applicant is requesting that the Board allow them to construct a single-family home with the access via an unpaved and unmaintained right-of-way without entering into the required agreement for unpaved roadway construction, maintenance, and paving.

The subject lot has been verified as a non-conforming lot of record consisting of a 2.68-acre flag lot recorded in 1970. The property is approximately 647 feet north of Burkholm Road which is a county-maintained right-of-way, and approximately 130 feet southeast of Wellington Lane, also a county-maintained right-of-way. In 2020, the applicant requested a waiver to build a driveway across the unmaintained right-of-way connecting to Wellington Lane. At that time the lot was not established as a non-conforming lot of record, and staff could not approve a building permit to construct a home. The application fees for the waiver were refunded while the applicants sought verification for a non-conforming lot.

Subsequently, verification of a non-conforming lot of record was provided. The applicants have submitted a waiver seeking access through the unmaintained right-of-way from Burkholm Road. They state that access

from Burkholm Road will be the easiest, most direct route to their property. They note that the property to the south of their lot has used the same unmaintained right-of-way as their access for 30 years. Furthermore, this will prevent them from impacting wetlands in order to gain access through Wellington Lane.

Pursuant to Section 62-102(d), staff has not confirmed that strict compliance with Sec. 62-102(c) causes undue hardship and serves the public interest. Staff request the Board evaluate the conditions required for the waiver to determine undue hardship and the public interest for final approval or disapproval of the application. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

Reference: 21WV00014

Contact: Amanda Elmore, Assistant Director, Ext. 58996



BOARD OF COUNTY COMMISSIONERS

Planning and Development
Planning and Zoning
2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940
(321) 633-2070 Phone

LAND DEVELOPMENT WAIVER APPLICATION

This form should be used for all waiver requests or appeals associated with the Code of Ordinances, Section 62, as it relates to Subdivisions, Minor Subdivisions, and Site Plans. Fees for Waivers are \$775.00.

Office Use Only		
Request Date	Fees	Board Date
July 14, 2021	\$ 775.00	
Original Project Number	Waiver Number	
N/A	21WV00014	
Coordinator Initials	Reference Files	
TR		
County Manager/Designee Approval		

APPLICATION TYPE: ☐ Subdivision Waiver ☐ Site Plan Waiver ☒ Other

Access Waiver
If other, please indicate

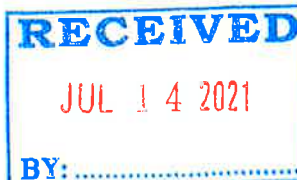
Tax Parcel Identification:

Township 20G Range 34 Section 22 Subdivision 4 Block/Parcel 1.01 Lot

Tax Account Numbers (list all) 2002139

Project Name N/A

Property Owner David & Krystal Harris



Site Address:

not assigned mims FL 32754
Street City State Zip Code

CORRESPONDENCE TO BE PROVIDED TO APPLICANT AT THE ADDRESS BELOW:

Krystal Harris N/A
Applicant Name Company

5388 Hallamshire Titusville FL 32780
Street City State Zip Code

321 576 2335 N/A Krystallynn1983@gmail.com
Phone Number Cell Phone Number Fax Number Email Address

ENGINEER/CONTRACTOR (if different from applicant)

N/A
Company Engineer or Project Manager

Street City State Zip Code

Phone Number Cell Phone Number Fax Number Email Address

DESCRIPTION OF WAIVER REQUEST AND CODE SECTION: Section 62-102

I am requesting access of the right of way off Burkholm Rd. It is the easiest and most direct route to our property. The access has been used by one other homeowner to the south of my property for close to 30 years. Granting me the unpaved road access will eliminate the need to impact any wetlands on the other side to Wellington therefore saving the environment and wasted resources. I am requesting to use the right of way as it is, a dirt road that my husband and I will maintain. Granting us access with an address off Burkholm will not affect any other homeowners or property in a negative way.

Krystal Harris Krystal Harris
Owner/Applicant Signature Print Name

If you wish to appeal any decision made by the county staff on the waiver, you may request the Board of County Commissioners to make a determination. The Board's decision approving or disapproving the waiver or interpretation is final.

LAND DEVELOPMENT APPLICATION DOCUMENT SUBMITTAL REQUIREMENTS

Waivers for Site Plans or Subdivisions require an application, waiver criteria (listed below), an 8 1/2-inch x 11 inch vicinity map, and a fee of \$775.00.

WAIVER CRITERIA FOR SUBDIVISIONS AND SITE PLANS

For a waiver to be considered and approved by staff, your request must comply with all of the following criteria. Please explain, in detail, how your request meets the following conditions.

1. The particular physical conditions, shape, or topography of the specific property involved causes an undue hardship to the applicant if the strict letter of the code is carried out. Half the access is already paved and the other half is dirt. Following the code exactly would cause us to rip up what is already there and repave the entire road, again wasting resources and time and money. Also the construction would block the other homeowner from his driveway for an extended period of time.

2. The granting of the waiver will not be injurious to the other adjacent property.

Granting use of right of way does not affect any other parcels, or property in a negative way.

3. The conditions, upon which a request for waivers are based, are particular to the property for which the waiver is sought and are not generally applicable to other property and do not result from actions of the applicant.

The waiver only pertains to our lot. If the waiver is not granted it could affect the other homeowner's during construction of the access.

4. The waiver is consistent with the intent and purpose of the county zoning regulations, the county land use plan, and the requirements of this article.

All zoning regulations have been met.

5. Delays attributed to state or federal permits.

N/A

6. Natural disasters.

N/A

7. County development engineer and affected agencies concur that an undue hardship was placed on the applicant. (To be filled out by county staff)



BOARD OF COUNTY COMMISSIONERS

STAFF REPORT: David & Krystal Harris (21WV00014, Tax Parcel: 2002139)

Mr. and Ms. Harris are seeking a waiver of the Section 62-102(c) which stipulates that no building permit for a single-family dwelling will be issued by the County unless the property abuts a public maintained road dedicated and accepted for maintenance by the County. The Harris' property (Tax Account # 2002139) does not directly access a public street that has been accepted for maintenance by the County. Therefore, they are requesting that the Board allow them to construct a single-family home with the access via an unpaved and unmaintained right-of-way off of Burkholm Road without entering into the required agreement for unpaved roadway construction, maintenance, and paving. This report provides a background for unpaved road agreements, and analysis of waiver request.

Background

There were no procedures to subdivide land creating lots, nor requirements to construct the necessary infrastructure (roadways, drainage, etc.) to support the lots, prior to adoption of the subdivision regulations in 1978. This resulted in potentially thousands of lots being created in Brevard County with access via a "paper" right-of-way (ROW) considering the first subdivision plat was recorded in 1891. These paper ROWs, offer a means of legal access, but they are unimproved access ways in a natural state. Until 1991, the County issued building permits for single family homes with the homeowner responsible for maintaining the paper right-of-way providing access to their home. In many cases, the owners would clear the area of the paper ROW and drive across without making grading or drainage improvements. However, as more homes were constructed along these access ways, the necessary roadway maintenance would go beyond the individual homeowners' capabilities. Homeowners along the access way would petition the County to take over maintenance of these access ways, which necessitated a revenue source to construct the accessway to county standards and maintain an unpaved road.

In 1991, the County began operating on the premise that individual property owners building on the unmaintained ROWs were responsible for providing the access roadway and drainage improvements, similar to that required of a developer in the subdivision regulations. In 1993, the adoption of Ordinance 93-27 created criteria for the unpaved road agreements. Today, Section 62-102(c), provides that the Board and a property owner whose property abuts a paper ROW may enter into an agreement to construct a home that is subject to: (1) the applicant constructing an unpaved road within county right-of-way; (2) providing for the maintenance of said roadway; and (3) agreeing to a proportion share assessment for the paving of the roadway (see Exhibit A). The intent was to reduce the access standard (reducing the cost) to allow homes to be built with access to these paper ROWs while assuring there is mechanism to pave the road once 51% of the lots along the ROW obtain building permits.

Subject Property

The current configuration of the 2.68-acre flag lot was created in 1970 through warranty deed transfer of a portion of the parent parcel Tract 1, Block 4 recorded in Plat Book 2, Page 33 in 1914. The property abuts an unnamed paper ROW, and is located approximately 647 feet north of Burkholm Road which is County maintained. Additionally, the property is approximately 130 feet south of the end of County maintenance of Wellington Lane.

In 2020, the applicant requested a waiver to build a driveway across the unmaintained right-of-way to connect to Wellington Lane. At that time the lot had not been established as a non-conforming lot of record and staff could not approve the waiver. The waiver application fees were returned. The owner has now demonstrated the flag lot was a non-conforming lot of record, and submitted another waiver request to obtain access from Burkholm Road. Tax Parcel 2002152, south of the Harris' property, uses the paper ROW for access to the home that was built 1981, before the unpaved road agreement code. The applicant has stated the change in the request is to avoid impacting the wetlands between the flag-stem and Wellington Lane.

Analysis of Unpaved Road Agreement Criteria

The existing paper ROW fronting the subject parcel has not been constructed to County Standards nor has it been accepted for maintenance as a public street by the County as required Section 62-102. Section 26-102(c) establishes nine criteria for the unpaved road agreement between the Board of County Commissioners and a single property. The Harris' request is to essentially forgo the nine requirements and the agreement altogether. The following compares the code requirements and the existing or proposed solution:

Sec. 62-102(c)1 - The agreements are to be limited to existing county rights-of-way of at least 50 feet in width. *The paper ROW satisfies the requirement.*

Sec. 62-102(c)2 and 62-102(c)3 - Only those properties within 1,320 feet of a county-maintained roadway are eligible. *The subject parcel meets this criterion as it is approximately 647 feet from the county-maintained ROW.*

Sec. 62-102(c)4 – Granting the waiver would not eliminate compliance with all other development regulations, all of the requirements of the comprehensive plan, all criteria of the environmental health section, and requirements of the Office of Natural Resource Management and land clearing regulations for issuance of a building permit. *For informational purposes during development.*

Sec. 62-102(c)5 - There shall be a limitation of one agreement per parcel, which agreement shall not be transferable. *The applicant is requesting not to have an agreement.*

Sec. 62-102(c)6 – Requires that every participating property owner is responsible for all costs related to permitting, construction and maintenance cost of the unpaved roadway. Additionally, the participating land owner's consent to a special assessment project involving the payment of a proportionate share of the county's cost to pave the road once 50 percent of the lots abutting an unpaved road have obtained building permits. *The Harris' request to omit the agreement which would result in not having a mechanism to ensure funding of the aforementioned improvements.*

Sec. 62-102(c)7 – Establishes conditions that apply to the county's acceptance of a dedication or deed for right-of-way required to construct an unpaved road. *The Harris request would eliminate this requirement.*

Sec. 62-102(c)8 – Stipulates that the special assessment for the paving shall be implemented using the procedures and a methodology provided for in Florida Statute Chapter 170. *This would be eliminated should the Board grant the Harris' request.*

Sec. 62-102(c)9 – Alleviates the paving requirement where the subject intersects with an existing county-maintained dirt road, and lots abutting are two and one-half acres or larger in area. *This criterium does not apply to the Harris' request since Wellington and Burkholm are paved. Currently more than 50 percent of the owners of lots abutting the right-of-way in question for access have obtained building permits. Additionally, all the roads in the surrounding neighborhood are paved. Adding the need to maintain an unpaved road would require Road and Bridge maintenance to reallocate resources serving other areas with the County.*

Analysis of Waiver Criteria

Section 62-102 (d), stipulates that where staff finds that undue hardship may result from strict compliance with the unpaved road agreements subsection, the county manager may approve a waiver provided it serves the public interest and satisfies the following criteria.

- 1) The particular physical condition, shape or topography of the specific property involved causes an undue hardship to the applicant if the strict letter of the code is carried out.

Staff comment: The physical condition of the existing right-of-way has sufficient width, shape and topography to construct a road and associated drainage. Staff visited the site on May 20, 2021, and noted the existing right-of-way is relatively flat, and cleared of vegetation to the flag stem.

- 2) The granting of the waiver will not be physically or economically injurious to other adjacent property.

Staff comment: The parcel to the north (Tax Account # 2002140) that was part of the parent parcel, and the parcel to the south (Tax Account # 2002149) will not have access to a County maintained road if the waiver is granted. The recently paved drive constructed by the property owner to the south, was constructed without a permit and does not meet County Code. Code requirements for County maintained roads ensure access for emergency response to serve all properties along that road.

- 3) The conditions upon which a request for waiver are based, are peculiar to the property for which the waiver is sought and are not generally applicable to other property and do not result from actions of the applicant.

Staff comment: The conditions of this request are not unique to the Harris's property. There may be thousands of lots abutting a paper ROW with no access to a County maintained road throughout the County. Staff had been in contact with the applicant prior to purchasing the flag lot. The applicant was advised that the lot had access challenges. On September 11, 2020, Public

Works supported approving a similar waiver (20WV00012), with conditions, to access across the existing unmaintained right-of-way to connect to Wellington Lane. The lot was not established as a non-conforming lot of record and Planning & Development could not support the request. The application fee at that time was refunded. The applicant has modified their request to access via Burkholm Road to avoid mitigation of wetland impacts that would be required if accessing Wellington Lane as identified in the August 5, 2020, Environmental Assessment. Staff estimates that costs associated with building a County maintained road to Burkholm Road would far exceed cost for construction and mitigation of a driveway to Wellington Lane.

- 4) The waiver is consistent with the intent and purpose of the county zoning regulations, the county land use plan and the requirements of this section.

Staff comment: Staff has confirmed that the subject lot is a nonconforming lot of record in accordance with Section 62-1189. The lot met the zoning requirements at the time it was recorded in April 1970 in ORB 1124 PGS 47-18, and it predates the 1988 Brevard County Comprehensive Plan. The lot meets or exceeds the minimum size requirements in Section 62-1188(5), and could be developed with one single family residence.

- 5) The county and affected agencies concur that undue hardship was placed on the applicant.

Staff comment: Staff had been in contact with the applicant prior to purchasing the flag lot. The applicant was advised that the lot had access challenges. Staff has worked with the applicant on alternative options to connect to a County maintained road. The applicant can design, permit, and construct a paved or unpaved road meeting County requirement to access their property.

Conclusion

Staff could not confirm that there are physical constraints that cause undue hardship with strict compliance of the requirements of Sec. 62-102(c), nor was staff able to determine that granting the waiver serves the public interest. Staff requests the Board evaluate the conditions of the waiver to determine undue hardship and the public interest for final approval or disapproval of the application. Board approval of this project does not relieve the developer from obtaining all other necessary jurisdictional permits.

EXHIBIT A

Section 62-102(c) Unpaved road agreements

The board of county commissioners and a single property owner or multiple property owners whose property abuts a right-of-way which is not maintained by the county may enter into an agreement, to allow the issuance of a permit to construct an unpaved road within county right-of-way and obtain a permit for the consideration of one or more single-family residence under the following conditions:

1. These agreements shall be limited to existing county rights-of-way of at least 50 feet in width. If a right-of-way exists of less than 50 feet in width, additional easements, dedicated or deeded to the county and accepted by the county for maintenance in accordance with the provisions of subsection 7. below, must be obtained on each side of the right-of-way by the owner for drainage and sidewalk purposes to bring the total width to 50 feet. Any requests for deviation from the 50-foot width requirement shall be made as part of the application process and will be reviewed by the county for a determination. Any acquisition costs associated with the right-of-way and easements will be borne solely by the property owner. The traveling surface of the road will be centered within the right-of-way.
2. Only those properties within 1,320 feet of a county-maintained roadway are eligible. However, an administrative approval may be considered by staff to allow a distance up to 20 percent or 264 feet beyond the 1,320 feet, if the extension would not create a detrimental impact to the public interest. Staff shall consider topography, drainage characteristics and impact to adjacent land in granting this administrative approval.
3. When an unpaved road is initiated, it may only extend 1,320 feet from an existing county-maintained roadway which has been established as the beginning point for the project. If the existing maintained roadway is unpaved, that existing maintained roadway must have been constructed and maintained without the benefit of unpaved road agreements. In addition, the roadway built under an unpaved road agreement will not be permitted to extend beyond the original 1,320 feet from an existing county-maintained roadway until such time as the existing county-maintained road is paved and a special assessment project has been established to pave the unpaved road section constructed under one or more unpaved road agreements.
4. Each lot, parcel or tract of land must meet all of the requirements of the comprehensive plan, shall satisfy all criteria of the environmental health section, and shall meet all of the requirements of the office of natural resource management and land clearing regulations for issuance of a building permit.
5. There shall be a limitation of one agreement per parcel, which agreement shall not be transferable.
6. By entering into an unpaved road agreement, every participating property owner is responsible for all costs related to the construction of the unpaved roadway including survey, design, initial signage and installation, engineering, permitting and construction for the length of roadway

covered by the agreement. The roadway shall be designed and stabilized to a minimum of between LBR 40 and 60 and shall be reviewed and inspected by the county for approval prior to the issuance of a building permit. Additionally, to defer the cost of county maintenance, the agreement shall stipulate a fixed amount that must be paid prior to execution of the agreement. This amount would be determined by the road and bridge department or its successor and adopted by resolution in an amount necessary to reimburse the county for maintenance costs. The unpaved road agreement shall also constitute the participating land owner's consent to a special assessment project involving the payment of a proportionate share of the county's cost to pave the road, in the manner prescribed by subsections 7.a. and 8. once 50 percent of the owners of lots abutting the unpaved road have obtained building permits.

7. The following conditions shall apply to the county's acceptance of a dedication or deed for right-of-way required to construct an unpaved road:

a. Whether an unpaved road agreement exists or not, the county's acceptance of an owner's offer to dedicate or deed right-of-way, shall constitute an agreement by the property owner dedicating or conveying the right-of-way necessary to construct an unpaved road as well as the agreement of any successor in interest to that owner, approving a special assessment project involving the payment of a proportionate share of the county's cost to pave the road once 50 percent of the owners of lots abutting the unpaved road have obtained building permits. The proportionate share shall be calculated by a method of assessment procedure which may entail a calculation based upon a property's front footage along the road, or the number of platted lots fronting the road, or square footage of platted lots fronting the road, or any combination thereof deemed equitable by the board of county commissioners. Said method of assessment shall be based upon the cost to pave the road and shall be assigned to the number of assessable lots specially benefitted by the paving project. Assessable lots shall include all lots specially benefitted by the paving project, including any lot, the owner of which, has entered into an unpaved road agreement and any owner who has not entered into an unpaved loan agreement.

b. Either upon receipt of notice that a special assessment is being levied for paving of an unpaved road or upon application for a building permit for property abutting an unpaved road, any owner of such property may enter into an agreement for the assessment and repayment of the owner's pro rata share for the cost of paving the unpaved road, as determined in subparagraph a. above, at the time the paving project is completed. The agreement shall provide for repayment of the owner's assessment upon completion of the paving project, in either (1) a lump sum; or (2) over a period of ten years in monthly or annual installments of the principal due bearing interest at a rate not to exceed two percent above the true interest cost of any bonds used to finance the cost for paving the road, or (3) through any other method of financing approved by the board. Such an agreement shall take the form of a recordable assessment lien against the owner's property, provided the county may also record against any owner of an assessable lot who does not enter into an unpaved road an assessment lien in the amount of the assessment plus interest (as recited above) payable over a period of ten years in monthly or annual installments. Per Resolution 04-045, Brevard County will use the uniform method of collecting non-ad valorem assessments levied by the county for any assessment lien. Default in non-ad valorem taxes can result in a tax certificate being sold on the property and additional charges will accrue, subject to the exception provided for in subparagraph 8. below.

c. Dedication or conveyance of the right-of-way required to pave an unpaved road, as well as the maintenance responsibility for that right-of-way, must be accepted by resolution duly adopted, by the Brevard County Board of County Commissioners. The resolution shall provide a legal description of the property and shall be recorded in the public records of Brevard County, Florida.

8. Any special assessment project arising out of the application of this subsection [62-102\(c\)](#) shall be implemented using the procedures and a methodology provided for in F.S. Ch. 170. Upon completion of the special assessment project and compliance with the procedures in F.S. Ch. 170, the special assessment shall constitute a lien with the priority provided for in said statutes. The special assessment lien shall be enforceable by the uniform method of collecting non-ad valorem assessments, provided that the owners of residential property qualified for a homestead exemption on September 30, 2008, may defer payment of the assessment until the homestead is sold and conveyed. The county shall record a release of lien within 60 days after the date the assessment is paid.

9. Where the subject roadway on which the agreement applies intersects with an existing county-maintained dirt road, and where all buildable lots abutting the subject roadway are two and one-half acres or larger in area, the property owner would not be required to participate in the establishment of a special assessment project for paving of the road.

Section 62-102(d) Waivers and appeals to unpaved roads

Where the county manager and/or his designee, and affected agencies find that undue hardship may result from strict compliance with subsection (c), the county manager may approve a waiver to the requirements of this section if the waiver meets the criteria set forth in subparagraphs 1. through 5. below and serves the public interest. An applicant seeking a waiver shall submit a written request, stating the reasons for the waiver and the facts, which support such waiver. All requests for waivers must be submitted prior to or in conjunction with the application for an unpaved road. The county manager and affected agencies shall not approve a waiver, unless they determine the following:

1. The particular physical condition, shape or topography of the specific property involved causes an undue hardship to the applicant if the strict letter of the code is carried out.
2. The granting of the waiver will not be physically or economically injurious to other adjacent property.
3. The conditions upon which a request for waiver are based, are peculiar to the property for which the waiver is sought and are not generally applicable to other property and do not result from actions of the applicant.
4. The waiver is consistent with the intent and purpose of the county zoning regulations, the county land use plan and the requirements of this section.
5. The county and affected agencies concur that undue hardship was placed on the applicant.

If the county manager and affected agencies approve a waiver, the county may attach such

conditions to the waiver to assure that the waiver will comply with the intent and purpose of this section.

The board of county commissioners shall hear appeals relating to any administrative decisions or determination concerning implementation or application of the section provisions, and shall make the final decision approving or disapproving the decision or interpretation in the event of such appeal. The request for appeal shall be submitted to the county within 30 calendar days of the written decision or determination. A hearing shall be scheduled before the board of county commissioners within 30 days of receipt of the written request. The request shall contain the basis for the appeal.

August 5, 2020

Ms. Krystal Harris
Via Email: krystallynn1983@gmail.com

Re: Environmental Assessment
Wellington Lane, Mims, Florida
Tax Account No. 2002139
Atlantic Environmental File No. 20849

Dear Ms. Harris:

Atlantic Environmental of Florida, LLC (Atlantic Environmental) has completed an environmental assessment on the above-referenced ± 2.68 -acre parcel located off of Wellington Lane in Mims, Brevard County, Florida. Included in this assessment was a portion of the Wellington Lane right-of-way (Figure 1). These services were completed on August 4, 2020. Following is a summary of our findings.

To determine the extent of Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (USACE) jurisdictional wetlands supported by this site, Atlantic Environmental utilized the protocol outlined in Chapter 62-340.300 in the *SJRWMD Management and Storage of Surface Waters Applicant's Handbook*, and the *Corps of Engineers Wetland Delineation Manual*. These methodologies allow the designation of wetland boundaries through the examination of certain physical indicators that may be apparent in current on-site conditions. Specifically, these indicators are: predominantly hydrophytic vegetation, hydric soil characteristics, and hydrology (signs of surface saturation or inundation for a significant length of time). In addition to the analysis of these indicators, the utilized protocols recognize the value of sound scientific judgment when determining the actual extent of state and federally jurisdictional wetlands.

Based on our findings, Atlantic Environmental determined that the property is dominated by uplands. Vegetation within the uplands consist of slash pine, cabbage palm, scattered dahoon holly, bracken fern, and southern fox grape. There appears to be a narrow portion of wetlands on the north side of the driveway portion of the parcel (Figure 1). The existing toe of slope and wetland flags should be surveyed to determine if these wetlands come onto the property.

Prior to impacting a wetland on a particular piece of property it is required that all efforts have been made to eliminate wetland impacts. If elimination of wetland impacts is not practicable it is then required that site development alternatives be considered that reduce wetland impacts. With this having been said, it appears there is adequate uplands along the access portion of the parcel without needing to impact the wetlands. If this is found to be true after the survey is completed, the regulatory agencies will not allow wetland impacts on the property.

As alluded to above, a wetland assessment was also conducted within a portion of the Wellington Lane right-of-way (Figure 1). Approximately 0.15 acres of this area will be claimed as jurisdictional wetlands by the State of Florida (i.e. FDEP) and Brevard County Natural Resource Department

(BCNRD). Vegetation within these wetlands are dominated by red maple, cabbage palm, wax myrtle, torpedograss, maidencane, smartweed, beakrush, and Virginia chain fern.

If access to the property will go through these wetlands, a permit from the St. Johns River Water Management District (SJRWMD) and BCNRD will be required. Both agencies will require wetland mitigation for any wetland impacts. The cost of mitigation will depend on the amount of impact and mitigation accepted by SJRWMD. However, Atlantic Environmental recommends budgeting between \$9,000.00 and \$11,000.00 in wetland mitigation costs for every 0.1 acres of wetland impact. Also, SJRWMD will require the road through the right-of-way to be designed by a licensed civil engineer.

Lastly, Atlantic Environmental completed a listed species determination while on the subject site and determined that no listed species were located on the property. For this reason, no further action should be needed with regards to listed wildlife species.

Should you desire further services or have any questions, please do not hesitate to contact our office.

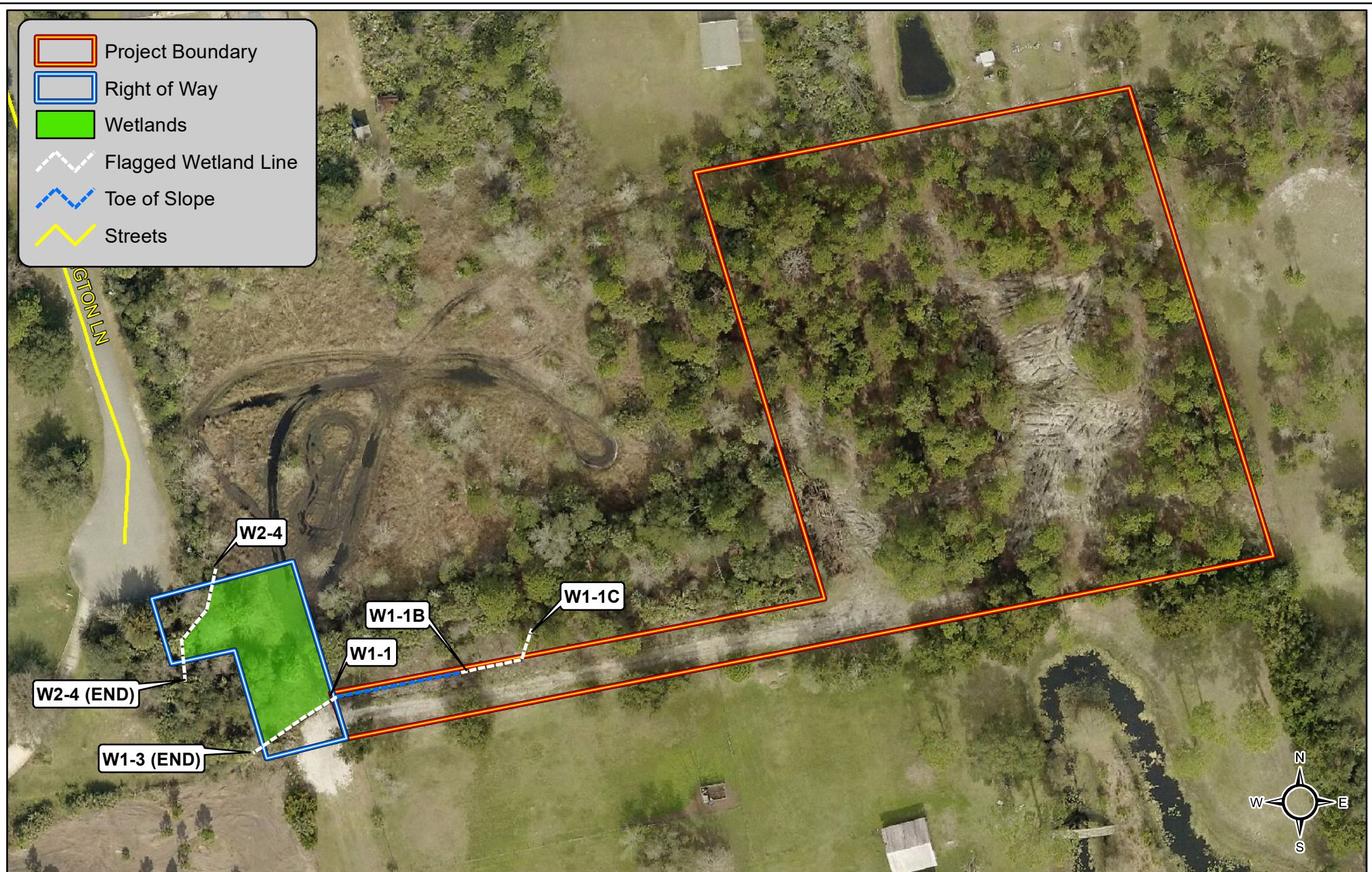
Sincerely,



David G. Purkerson, MS, PWS
Senior Ecologist



Jon H. Shepherd, MS, PWS
President/Ecologist



Project: Harris Parcel - Wellington Lane

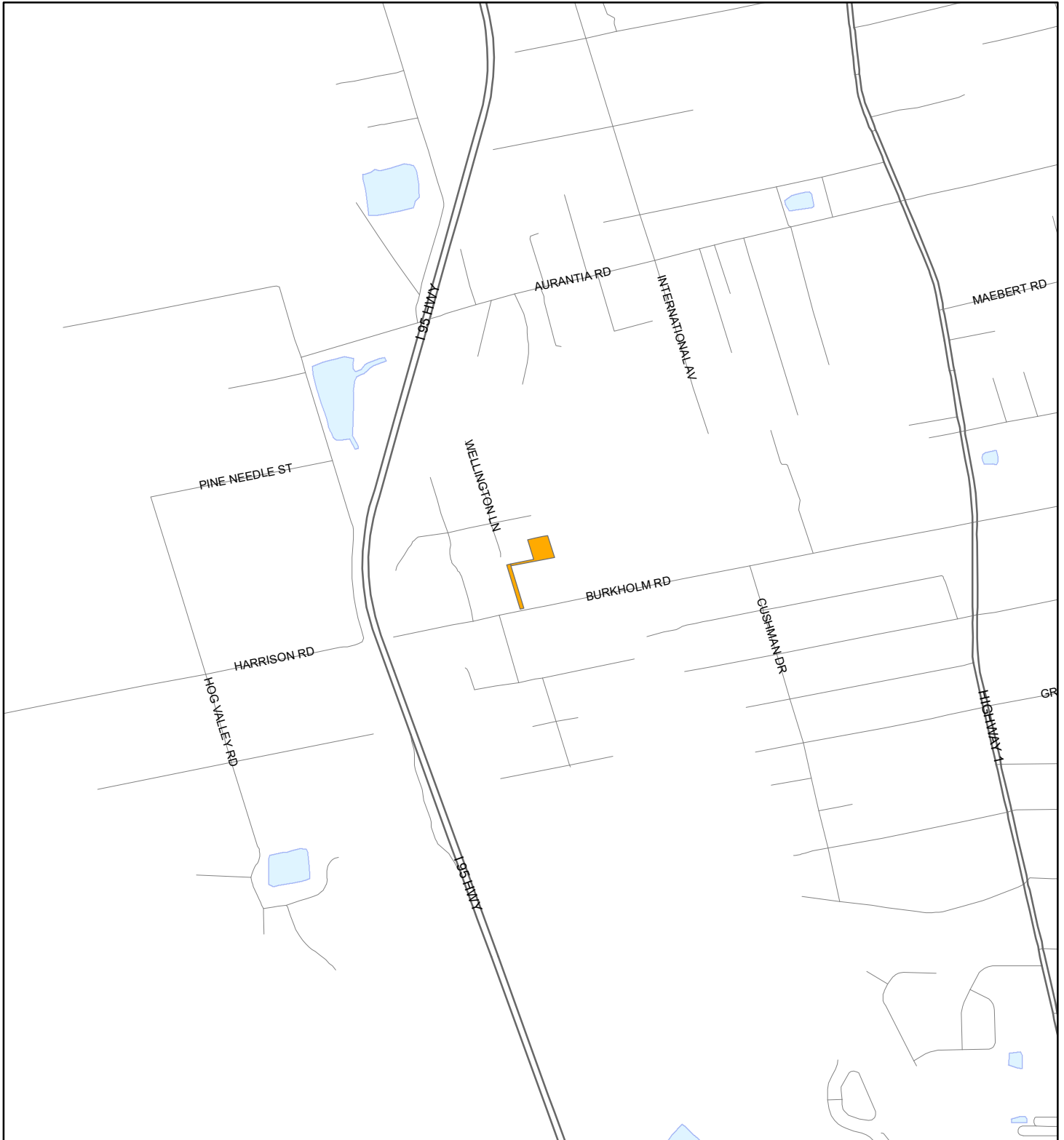
Figure 1: Aerial Map

0 50 100 200 Feet

2020 Aerial, Brevard County, Florida

LOCATION MAP

UNPAVED ROAD WAIVER - BURKHOLM ROAD
21WV00014



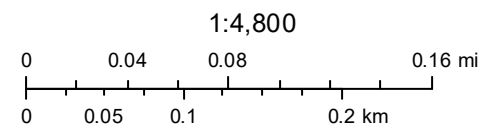
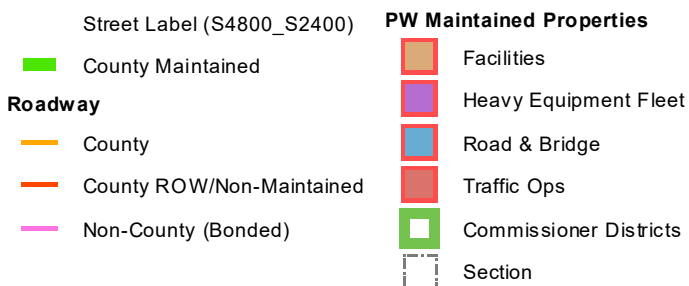
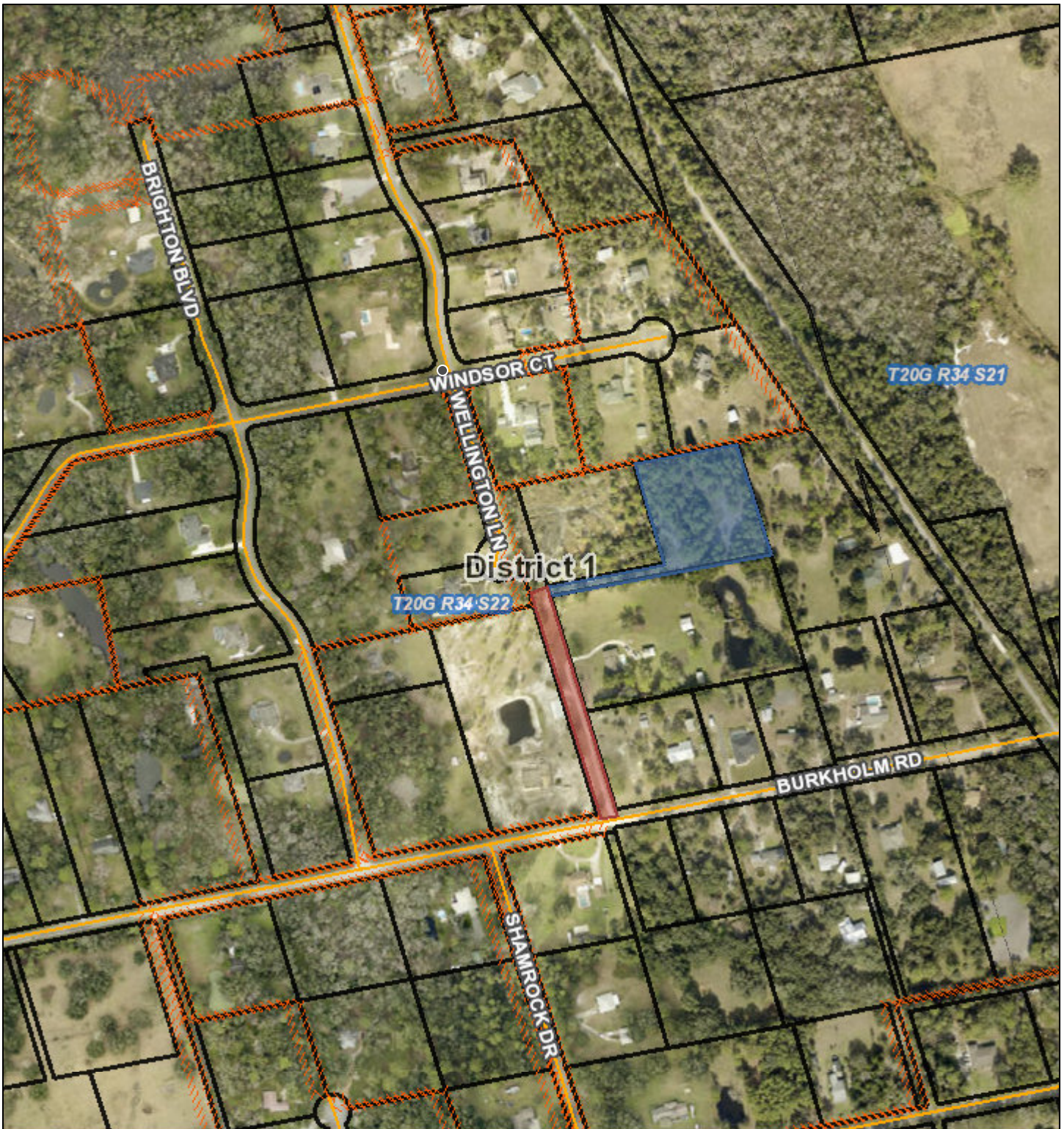
1:24,000 or 1 inch = 2,000 feet

 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.

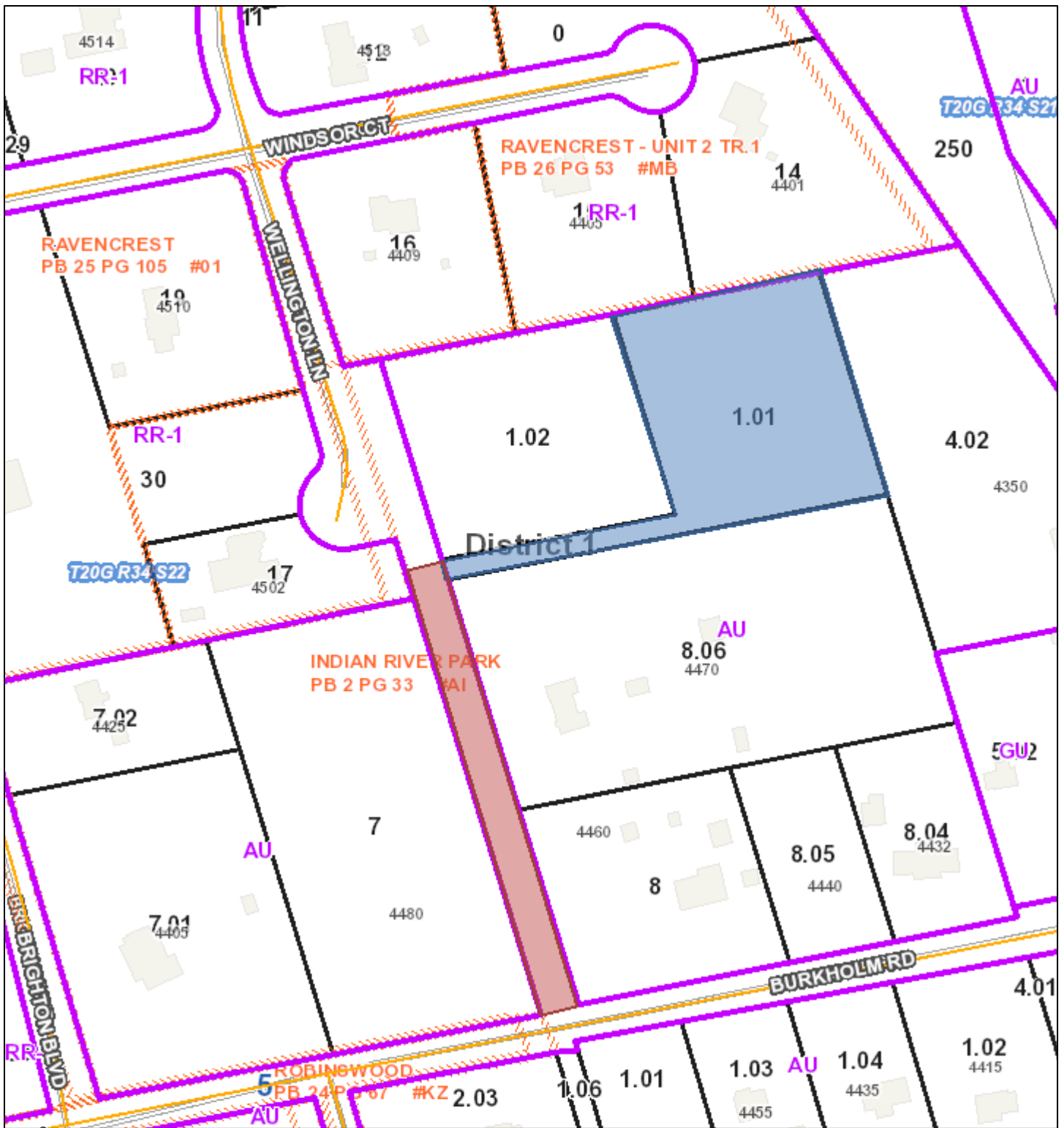
Produced by BoCC - GIS Date: 8/12/2021

ArcGIS Web Map



Brevard County Property Appraiser Office

ArcGIS Web Map



Street Label (S4800_S2400)

PW Maintained Properties

County Maintained

Facilities

Heavy Equipment Fleet

Road & Bridge

Traffic Ops

Zoning

Address

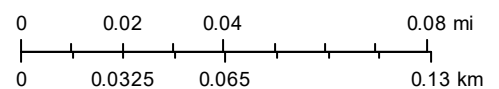
Roadway

— County

— County ROW/Non-Maintained

— Non-County (Bonded)

1:2,400





Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Development and Environmental Services Group

J.2.

9/14/2021

Subject:

Mooring Field Development (District 2)

Fiscal Impact:

FY 22-23 - Up to \$250,000 in Grant Revenue

FY 23-24 - Remainder of Grant Funding

Dept/Office:

Natural Resources Management Department

Requested Action:

Permission for staff to pursue development of a regional mooring field in District 2, including site design and engineering, seeking regional public and private partnerships, exploration of management options, seeking additional project funding, authority for the County Manager or designee to execute resulting grant/funding contracts, including those in excess of \$100,000, and authorizing associated budget change requests.

Summary Explanation and Background:

At the request of the District 2 Commission Office, the Natural Resources Management Department, Boating & Waterways Program, seeks to explore the feasibility of a regional mooring field in District 2, proximate to Highway 520 and the Griffis Landing at Blue Crab Cove and Cocoa Village waterfront areas. Work will include development of design, engineering, project partnerships, a management plan, and grant funding options.

Currently there are at least 14 managed mooring fields in operation in the State of Florida. The management of Brevard County's waterways through the implementation of managed mooring fields has been a topic of political and community discussion for many years. Previous related Board actions include approving the community driven Brevard County Maritime Management Master Plan (2012) and recognizing the County initiated, University of Florida/Sea Grant project, a Mooring Field Siting Analysis for Brevard County (2011).

Even with recent legislative updates to Florida's boating laws, current regulations allow boaters to anchor at any destination they choose. These destinations are often without amenities such as pump out stations, restrooms, solid waste disposal, dinghy docks, dry dock or repair services, and convenience stores. The establishment of a managed mooring field along the Highway 520 - Cocoa/Merritt Island corridor will reduce the need for random anchoring and supply beneficial amenities to boaters. An increase in amenities to transient boaters will allow for more extended stays, increasing economic benefits to nearby businesses.

A properly managed mooring field must provide amenities such as a pump out station and restroom

facilities. Boaters will have access to a convenient and affordable means of wastewater disposal. Proper, efficient wastewater disposal facilities will have a positive impact on water quality in the Indian River Lagoon. Under current conditions, boaters that choose to spend extended periods of time on the water are forced to seek out these facilities, which can be great distances apart.

The problems associated with unregulated, long-term anchoring and the on-water storage of vessels include: accumulation of vessels in inappropriate locations, improper maintenance and the tendency to become derelict, sanitation and pollution issues, damage to benthic communities (seagrass), environmental and infrastructure related shoreside damage, dangers to navigational safety, obstruction of access to ingress and egress, and aesthetic nuisances.

Many waterfront homeowners have expressed concerns over unrestricted anchoring within view of their properties. A managed mooring field would reduce the conflict between homeowners and transient boaters. Management actions will ensure waterway access for all citizens while encouraging stewardship and promoting safe and courteous boating through education. Expansion of recreational and commercial infrastructure will promote economic development that strengthens Brevard County's prosperous water-based economy.

Staff requests authorization to pursue the development of a regional mooring field in District 2 including; permission to coordinate and develop agreements, as appropriate, with the Brevard County Parks Department, the City of Cocoa and the Merritt Island Redevelopment Agency; exploration of management options including the development of private partnerships for long-term management; and, the authority to apply for applicable grants including but not limited to those from the Florida Fish & Wildlife Conservation Commission and Florida Inland Navigation District, and authorization for the County Manager or designee to execute any grant applications and funding agreements awarded for the project. All related agreements, grants and contract documents will be reviewed by the County Attorney's Office, Risk Management, and Purchasing Department, as required, prior to execution.

Clerk to the Board Instructions:

None



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Development and Environmental Services Group

J.3.

9/14/2021

Subject:

Approval, Re: Access Easement, Warranty Deed, Resolution, and Easement (Business) for the Waelti Drive Warehouses Site Plan- District 4.

Fiscal Impact:

None

Dept/Office:

Public Works Department / Land Acquisition

Requested Action:

It is requested that the Board of County Commissioners: 1) approve and accept the attached Access Easement and Warranty Deed and 2) authorize the Chair to execute the attached Resolution and Easement (Business) in favor of Florida Power and Light Company (FPL).

Summary Explanation and Background:

The subject property is located in Section 12, Township 26 South, Range 36 East, the north side of Wickham Road on the east side of Waelti Drive in Melbourne.

KMM-FL-LLC, a Florida limited liability company, owner, has submitted site plan number 19SP00021 for review and approval by the County for the development of a warehouse complex known as Waelti Drive Warehouses. In accordance with County code and standards, the owner has agreed to donate the attached access easement required as a condition of the site plan approval.

Simultaneous with this request under Public Hearings, the Brevard County Surveying and Mapping Department's Vacating Section is requesting Board action for approval to vacate a portion of Tkcas Drive. When the north one-half of the vacated portion of Tkcas Drive is conveyed to the County it will satisfy the site plan requirements for a stormwater pond location. The attached Easement (Business) was requested by FPL in lieu of any objections to the vacate request. This easement will allow FPL to relocate the power pole for continued service to the railroad. The Resolution is pursuant to Section 125.38, Florida Statutes authorizing the conveyance of real property interest by the County.

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 original executed Resolution and Easement (Business).

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Access Easement, Warranty Deed, Resolution, and Easement (Business)
for the Waelti Drive Warehouses Site Plan – 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	 _____	_____	<u>8-13-2021</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u>CMS</u> _____	_____	<u>8/16/2021</u>

ACCESS EASEMENT

THIS INDENTURE, made this 30th day of July, 2021, between KMM-FL, LLC, a Florida limited liability company, whose address is 7285 Waelti Drive, Melbourne, Florida 32940, as the first party, and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the second party, for the use and benefit of Brevard County, Florida.

WITNESSETH that the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto the second party, its successors and assigns, a perpetual public access easement commencing on the above date for the purposes of vehicular access and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 12, Township 26 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

Including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by the second party of its easement. The first party shall have full use and enjoyment of the easement area but shall not make any improvements within the easement area which will conflict or interfere with the easement granted herein.

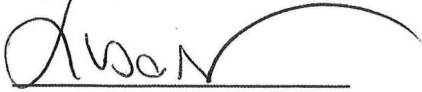
Any and all maintenance shall be the responsibility of the owner of the land over which the Easement is located.

TO HAVE AND TO HOLD said easement unto Brevard County, a political subdivision of the State of Florida, and to its successors and/or assigns. The first party does covenant with the second party that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

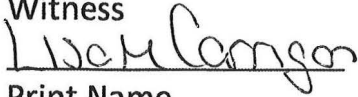
(Signatures and Notary on next page)

IN WITNESS WHEREOF, the first party has caused this easement to be executed,
the day and year first above written,

Signed, sealed and delivered in the presence of:



Witness



Print Name



Witness



Print Name

KMM-FL LLC,
a Florida limited liability company


Bryan Moffit, Manager

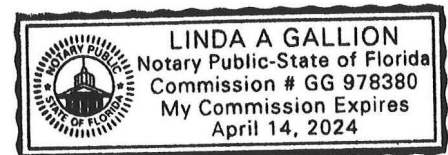
STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization on this 30th day of July, 2021, by Bryan Moffit
as Manager for KMM-FL, LLC, a Florida limited liability company. Is personally
known or produced _____ as identification.



Notary Signature

SEAL



LEGAL DESCRIPTION

PARCEL #800

PARENT PARCEL ID#: 26-36-12-DE-41-5

PURPOSE: ACCESS EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 800, ACCESS EASEMENT (BY SURVEYOR)

Commencing at the Southwest corner of Block 38, PLAN OF TOWN OF PINEDA, according to the plat thereof recorded in Plat Book 1, Page 41 of the Public Records of Brevard County, Florida; thence South 71°05'51" West, along the Northerly right-of-way of said Tkacs Drive, a distance of 14.00 feet to the Point of Beginning; thence South 71°05'51" West, along said right-of-way line, for a distance of 29.50 feet; thence North 00°04'59" West for a distance of 23.24 feet; thence North 18°54'42" West for a distance of 15.00 feet; thence North 71°05'51" East for a distance of 22.00 feet; thence South 18°54'42" East for a distance of 37.00 feet to the Point of Beginning.

Containing 897 square feet or 0.02 acres, more or less.

SURVEYOR'S NOTES:


1. THIS IS NOT A SURVEY.
2. The bearings shown hereon are based on a bearing of S71°05'51"W referenced to grid north as established by the NOS (National Ocean Survey), along the Northerly right-of-way of Tkacs Drive, a 50 Foot Right-Of-Way per Plat Book 1, Page 41.
3. O = Denotes change in direction (no corner found or set).

Fidelity National Title Insurance Company
Ownership and Encumbrance (O&E) Report
Order No.: 9220747
Customer Reference Number 97345-3

6. Easement by and between Robert A. Sexton Trucking and Landclearing, Grantor, and Florida Power and Light Company, Grantee, recorded January 19, 1990, in Official Records Book 3039, Page 1048.
10' easement is North of subject parcel and does not affect said subject parcel.
7. Drainage Easement Deed recorded May 4, 1992 in Official Records Book 3198 Page 3334.
Drainage easement is North of subject parcel and does not affect said subject parcel.
8. Deed Granting Easement for Private Right of Way recorded February 12, 1999, in Official Records Book 3965, Page 2209.
20' easement is North of subject parcel and does not affect said subject parcel.
9. Amended Easement Deed by Court Order recorded February 6, 2013, in Official Records Book 6794, Page 1234.
Subject parcel is encumbered by terms and conditions of said Amended Easement. Said easement is "blanket" in nature.
10. Amended Easement Deed by Court Order recorded October 15, 2013, in Official Records Book 6990, Page 225.
Subject parcel is encumbered by terms and conditions of said Amended Easement. Said easement is "blanket".
11. Binding Development Plan recorded March 23, 2015, in Official Records Book 7327, Page 1899.
This document affects Lots 10-16, Block 40 and the adjacent halves of the vacated road right-of-way. This document does not affect subject parcel.
12. Underground Easement recorded March 9, 2016 in Official Records Book 7565, Page 2729.
10' FP&L easement is North of subject parcel and does not affect said subject parcel.
13. Sidewalk Assessment Agreement recorded March 11, 2016 in Official Records Book 7566, Page 2314.
Agreement does not describe location of sidewalk in question. Said agreement affects Block 38 and abuts vacated right-of-way of 6th Street and does not affect subject parcel. Said easement is "blanket" in nature.
14. Water Line & Ingress/Egress Easement Agreement recorded July 26, 2016 in Official Records Book 7671, Page 1206.
15'x15' easement is North of subject parcel and does not affect said subject parcel.
15. Drainage Easement recorded April 13, 2017 in Official Records Book 7865, Page 92.
Easement is North of subject parcel and does not affect said subject parcel.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS


DAVID J. IRWIN, F.S.M. 6672
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: ALLEN ENGINEERING, INC. (LB 266)
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

DRAWN BY: AEI

CHECKED BY: DJI

PROJECT NO. 040071.5

REVISIONS

DATE

DESCRIPTION

3-02-21
4-19-21
5-18-21
6-03-21

COUNTY COMMENTS
COUNTY COMMENTS
COUNTY COMMENTS
COUNTY COMMENTS

DATE: 12-30-20

DRAWING: 0400715.dwg

SECTION 12
TOWNSHIP 26 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL #800

PARENT PARCEL ID#: 26-36-12-DE-41-5

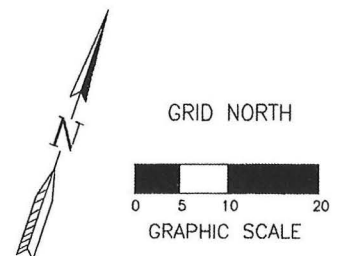
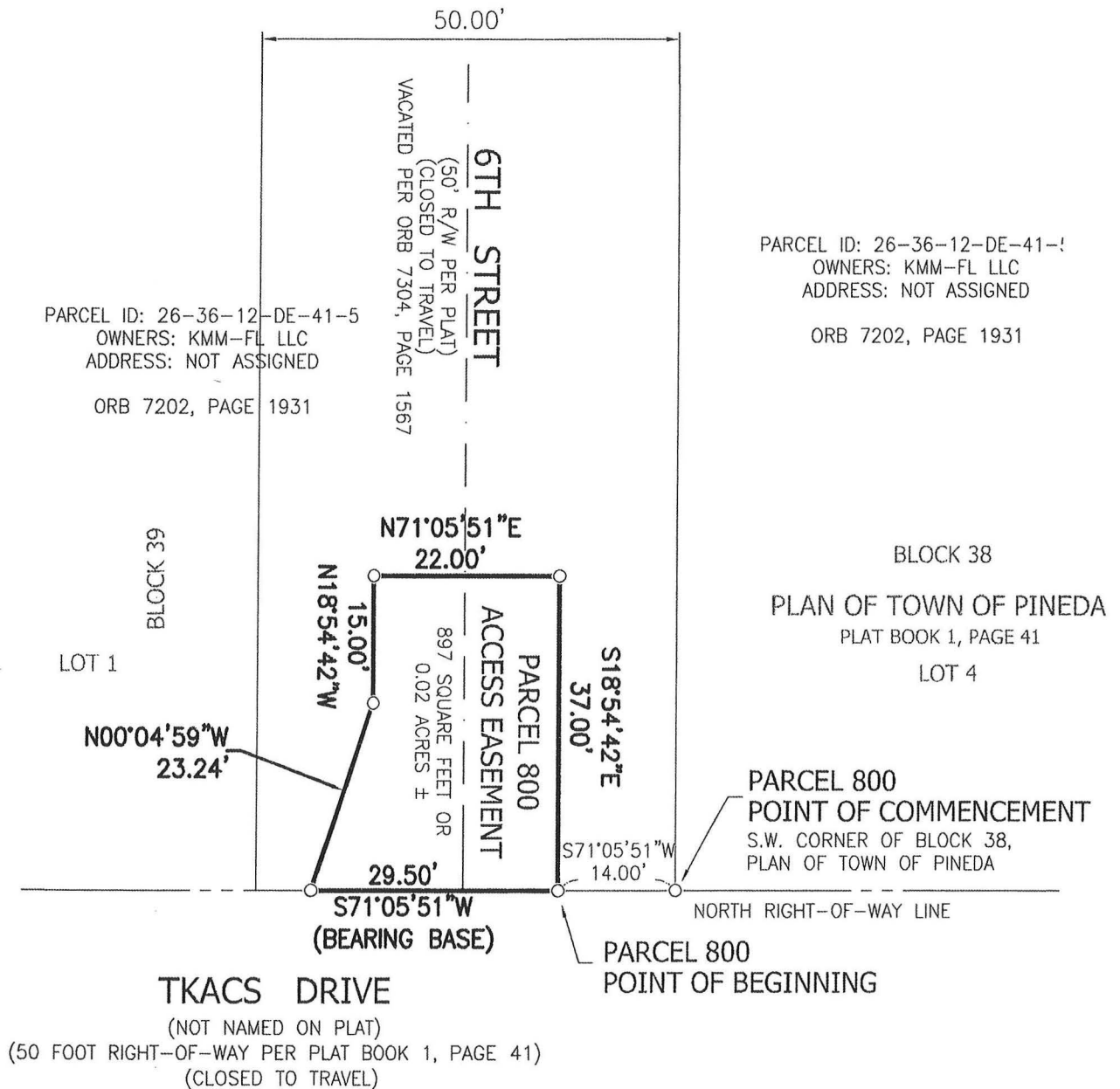
PURPOSE: ACCESS EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY



PREPARED BY: ALLEN ENGINEERING, INC. (LB 266)
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

SCALE: 1" = 20'

PROJECT NO.: 040071.5

SECTION 12
TOWNSHIP 26 SOUTH
RANGE 36 EAST

WARRANTY DEED

THIS INDENTURE is made this 30th day of July, 2021, by KMM-FL, LLC, a Florida limited liability company, hereafter called the Grantor, whose mailing address is 7285 Waelti Drive, Melbourne, Florida 32940 to Brevard County, a political subdivision of the State of Florida, hereafter called the Grantee, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940;

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

Together with all riparian and littoral rights appertaining thereto, and all interest in subsurface oil, gas, and minerals pursuant to section 270.11(3), Florida Statutes.

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

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

Signed, sealed and delivered in the presence of:

[Signature]

Witness

Lisa M Carriger

Print Name

[Signature]

Witness

Lisa Bennett

Print Name

GRANTOR:

KMM-FL, LLC,

a Florida limited liability company

By: [Signature]

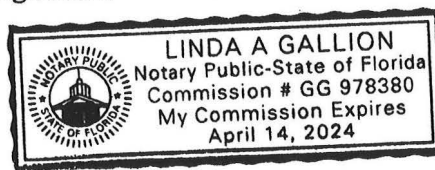
Bryan Moffit, Manager

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [] physical presence or ☒ online notarization on this 30th day of July, 2021, by Bryan Moffit as Manager for KMM-FL, LLC, a Florida limited liability company. Is personally known or produced [Signature] as identification.

Notary Signature

SEAL



LEGAL DESCRIPTION

SECTION 12, TOWNSHIP 26 SOUTH, RANGE 36 EAST
PARENT PARCEL ID#: 26-36-12
PARCEL: 100
PURPOSE: FEE SIMPLE CONVEYANCE

Approved ✓
SHEET 1 OF 2

NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 100, FEE SIMPLE CONVEYANCE (BY SURVEYOR)

The North half (1/2) of the un-named right-of-way known as Tkacs Drive (a 50 foot wide right-of-way) lying South of Block 38, all lying in those lands platted in PLAN OF TOWN OF PINEDA, according to the plat thereof recorded in Plat Book 1, Page 41 of the Public Records of Brevard County, Florida.

Containing 4,977 square feet or 0.11 acres, more or less.

1. The bearings shown hereon are based on a bearing of N71°05'51"E referenced to grid north as established by the NOS (National Ocean Survey), along the Northerly right-of-way of Tkacs Drive, a 50 Foot Right-Of-Way per Plat Book 1, Page 41.
2. ○ = Denotes change in direction (no corner found or set).
3. Topographic features shown on sheet 2 of 2 were taken from ALTA/NSPS LAND TITLE SURVEY, BLOCKS 38 & 39 AND PORTION OF BLOCKS 40-44 AND VACATED STREETS, PLAN OF TOWN OF PINEDA, Job No. 040071.4, dated June 23, 2004, last revised May 6, 2020, by Allen Engineering, Inc. for KMM-FL, LLC.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

DAVID J. IRWIN, P.S.
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: ALLEN ENGINEERING, INC. (LB 266)
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

DRAWN BY: AEI

CHECKED BY: DJI

PROJECT NO. 040071.5

REVISIONS

DATE

DESCRIPTION

4-19-21

COUNTY COMMENTS

DATE: 3-01-21

DRAWING: 0400715.dwg

SECTION 12

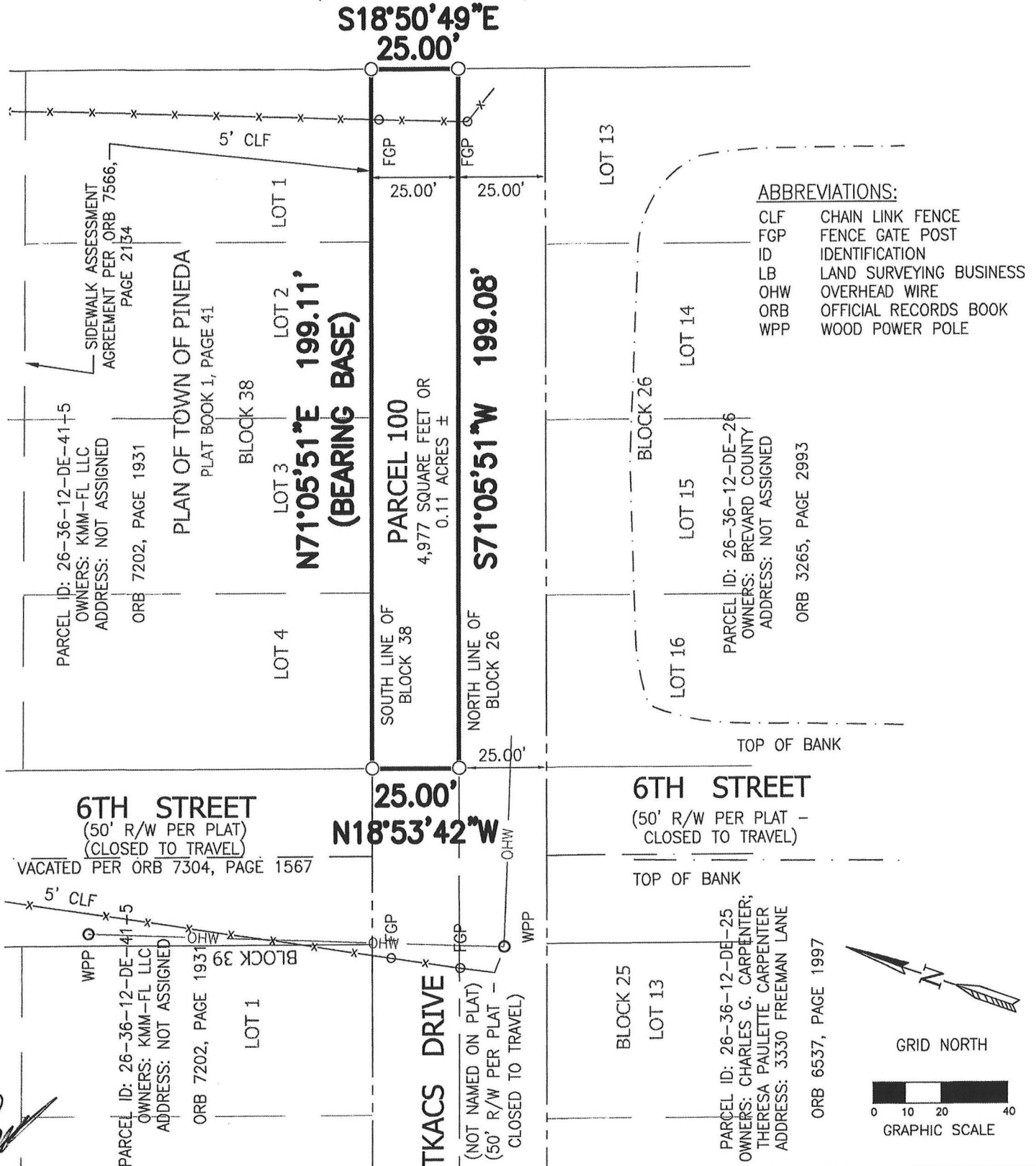
TOWNSHIP 26 SOUTH

RANGE 36 EAST

SECTION 12, TOWNSHIP 26 SOUTH, RANGE 36 EAST
PARENT PARCEL ID#: 26-36-12
PARCEL: 100
PURPOSE: FEE SIMPLE CONVEYANCE

NOT VALID WITHOUT THE
SKETCH ON SHEET 1 OF 2

FLORIDA EAST COAST RAILROAD
(100' WIDE RIGHT-OF-WAY)



PREPARED BY: ALLEN ENGINEERING, INC. (LB 266)
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

SCALE: 1" = 40'

PROJECT NO.: 040071.5

SECTION 12
TOWNSHIP 26 SOUTH
RANGE 36 EAST

RESOLUTION NO. 21-_____

**RESOLUTION PURSUANT TO SECTION 125.38,
FLORIDA STATUTES AUTHORIZING THE CONVEYANCE
OF REAL PROPERTY INTEREST BY THE COUNTY.**

RECITALS

WHEREAS, Brevard County, Florida (County), a political subdivision of the State of Florida, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, hereafter known as "COUNTY," owns certain real property described in Exhibit "A"; and

WHEREAS, the Florida Power and Light Company (FPL) is a corporation organized for the purpose of promoting community interest and welfare and FPL has requested a perpetual easement to provide electric service to the public; and

WHEREAS, said utility easement will not conflict with the County's use of the servient property.

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

1. The recitals above are true and correct, and incorporated herein.
2. Pursuant to section 125.38, Florida Statutes, an easement is required to promote community interest and welfare. The easement shall be conveyed at nominal cost. The area of the easement is not needed for other County purposes that would conflict with FPL's use of the easement.
3. County agrees to convey a perpetual easement for the purpose of permitting Florida Power and Light Company (FPL) to place facilities within said easement area in order for FPL to provide electric service to the public.
4. This Resolution shall take effect immediately upon its adoption.

DONE, ORDERED, and ADOPTED in Regular Session this 14 day of September, 2021.

ATTEST:
Clerk of the Court:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk of the Courts

Rita Pritchett, Chair

As approved by the Board on 09/14/2021

LEGAL DESCRIPTION

PARCEL #801

PARENT PARCEL ID#: 26-36-12-DE-41-5

PURPOSE: UTILITY EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 801, UTILITY EASEMENT (BY SURVEYOR)

Commencing at the Northeast corner of Lot 13, Block 26, PLAN OF TOWN OF PINEDA, according to the plat thereof recorded in Plat Book 1, Page 41 of the Public Records of Brevard County, Florida; thence N18°50'49"W, along the West right-of-way line of Florida East Coast Railroad (100' wide right-of-way), a distance of 6.50 feet to the POINT OF BEGINNING; thence S71°09'11"W, a distance of 5.00 feet; thence N18°50'49"W, a distance of 5.00 feet; thence N71°09'11"E, a distance of 5.00 feet to a point on said West right-of-way line of Florida East Coast Railroad; thence S18°50'49"E, a distance of 5.00 to the POINT OF BEGINNING.

Containing 25 square feet, more or less.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. The bearings shown hereon are based on a bearing of S71°05'51"W referenced to grid north as established by the NOS (National Ocean Survey), along the Northerly right-of-way of Tkacs Drive, a 50 Foot Right-Of-Way per Plat Book 1, Page 41.
3. O = Denotes change in direction (no corner found or set).

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

DAVID J. IRWIN, PSM 6672
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: ALLEN ENGINEERING, INC. (LB 266)
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

DRAWN BY: DJI

CHECKED BY: DJI/JWH

PROJECT NO. 040071.5

REVISIONS

DATE

DESCRIPTION

DATE: 6-10-21

DRAWING: 0400715.dwg

SECTION 12
TOWNSHIP 26 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL #801

PARENT PARCEL ID#: 26-36-12-DE-41-5

PURPOSE: UTILITY EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY

FLORIDA EAST COAST RAILROAD
(100' WIDE RIGHT-OF-WAY)

WEST RIGHT-OF-WAY LINE

PARCEL 801
UTILITY EASEMENT
25 SQUARE FEET ±

TKACS DRIVE

(NOT NAMED ON PLAT)
(50 FOOT RIGHT-OF-WAY PER PLAT BOOK 1, PAGE 41)
(NOT IMPROVED)

PARCEL 801
POINT OF BEGINNING

PARCEL 801
POINT OF COMMENCEMENT
N.E. CORNER OF LOT 13, BLOCK 26,
PLAN OF TOWN OF PINEDA

SOUTH RIGHT-OF-WAY LINE

PLAN OF TOWN OF PINEDA

PLAT BOOK 1, PAGE 41

LOT 13
BLOCK 26

PARCEL ID: 26-36-12-DE-26
OWNERS: BREVARD COUNTY
ADDRESS: NOT ASSIGNED

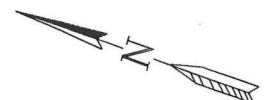
ORB 3265, PAGE 2993

PARCEL ID: 26-36-12-DE-41-5
OWNERS: KMM-FL LLC
ADDRESS: NOT ASSIGNED

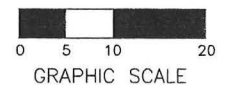
ORB 7202, PAGE 1931

LOT 1
BLOCK 38

NORTH RIGHT-OF-WAY LINE
S71°05'51"W (BEARING BASE)



GRID NORTH



PREPARED BY: ALLEN ENGINEERING, INC. (LB 266)
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

SCALE: 1" = 10'

PROJECT NO.: 040071.5

SECTION 12
TOWNSHIP 26 SOUTH
RANGE 36 EAST

Work Request No. 10571297

Sec. 12, Twp 26 S, Rge 36 E

Parcel I.D. 26-36-12-DE-41-5
(Maintained by County Appraiser)

EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Adrienne James
Co. Name: FPL
Address: 9001 Ellis Road
Melbourne, FL

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 undersigned has signed and sealed this instrument on September 14, 2021

Signed, sealed and delivered in the presence of:

Brevard County, Florida

(Witness' Signature)

Print Name: _____
(Witness)

(Witness' Signature)

Print Name: _____
(Witness)

By: _____

Print Name: Rita Pritchett, Chair, Brevard
County Board of County Commissioners
Print Address: 2725 Judge Fran Jamieson Way
Viera, Florida 32940

Approved by the Board: 09/14/2021
Agenda Item No. _____

ATTEST: _____
Rachel Sadoff, Clerk to the Board

STATE OF Florida AND COUNTY OF Brevard. The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Rita Pritchett, the Chair of Brevard County, Florida a political subdivision of the State of Florida, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public, Signature

Print Name _____

LEGAL DESCRIPTION

PARCEL #801

PARENT PARCEL ID#: 26-36-12-DE-41-5

PURPOSE: UTILITY EASEMENT

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 801, UTILITY EASEMENT (BY SURVEYOR)

Commencing at the Northeast corner of Lot 13, Block 26, PLAN OF TOWN OF PINEDA, according to the plat thereof recorded in Plat Book 1, Page 41 of the Public Records of Brevard County, Florida; thence N18°50'49"W, along the West right-of-way line of Florida East Coast Railroad (100' wide right-of-way), a distance of 6.50 feet to the POINT OF BEGINNING; thence S71°09'11"W, a distance of 5.00 feet; thence N18°50'49"W, a distance of 5.00 feet; thence N71°09'11"E, a distance of 5.00 feet to a point on said West right-of-way line of Florida East Coast Railroad; thence S18°50'49"E, a distance of 5.00 to the POINT OF BEGINNING.

Containing 25 square feet, more or less.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. The bearings shown hereon are based on a bearing of S71°05'51"W referenced to grid north as established by the NOS (National Ocean Survey), along the Northerly right-of-way of Tkacs Drive, a 50 Foot Right-Of-Way per Plat Book 1, Page 41.
3. ○ = Denotes change in direction (no corner found or set).

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

DAVID J. IRWIN, PSM 6672
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106 DIXIE LANE
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PROJECT NO. 040071.5

REVISIONS

DATE

DESCRIPTION

DATE: 6-10-21

DRAWING: 0400715.dwg

SECTION 12
TOWNSHIP 26 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL #801

PARENT PARCEL ID#: 26-36-12-DE-41-5

PURPOSE: UTILITY EASEMENT

EXHIBIT "A"

SHEET 2 OF 2

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FLORIDA EAST COAST RAILROAD
(100' WIDE RIGHT-OF-WAY)

WEST RIGHT-OF-WAY LINE

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25 SQUARE FEET ±

TKACS DRIVE

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(NOT IMPROVED)

PARCEL 801
POINT OF BEGINNING

PARCEL 801
POINT OF COMMENCEMENT
N.E. CORNER OF LOT 13, BLOCK 26,
PLAN OF TOWN OF PINEDA

S18°50'49"E
5.00'

N18°50'49"W
6.50'

N71°09'11"E
5.00'

N18°50'49"W
5.00'

S71°09'11"W
5.00'

SOUTH RIGHT-OF-WAY LINE

PLAN OF TOWN OF PINEDA

PLAT BOOK 1, PAGE 41

LOT 13
BLOCK 26

PARCEL ID: 26-36-12-DE-26
OWNERS: BREVARD COUNTY
ADDRESS: NOT ASSIGNED

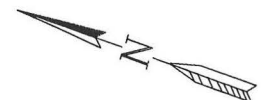
ORB 3265, PAGE 2993

PARCEL ID: 26-36-12-DE-41-5
OWNERS: KMM-FL LLC
ADDRESS: NOT ASSIGNED

ORB 7202, PAGE 1931

LOT 1
BLOCK 38

NORTH RIGHT-OF-WAY LINE
S71°05'51"W (BEARING BASE)



GRID NORTH



GRAPHIC SCALE

PREPARED BY: ALLEN ENGINEERING, INC. (LB 266)
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

SCALE: 1" = 10'

PROJECT NO.: 040071.5

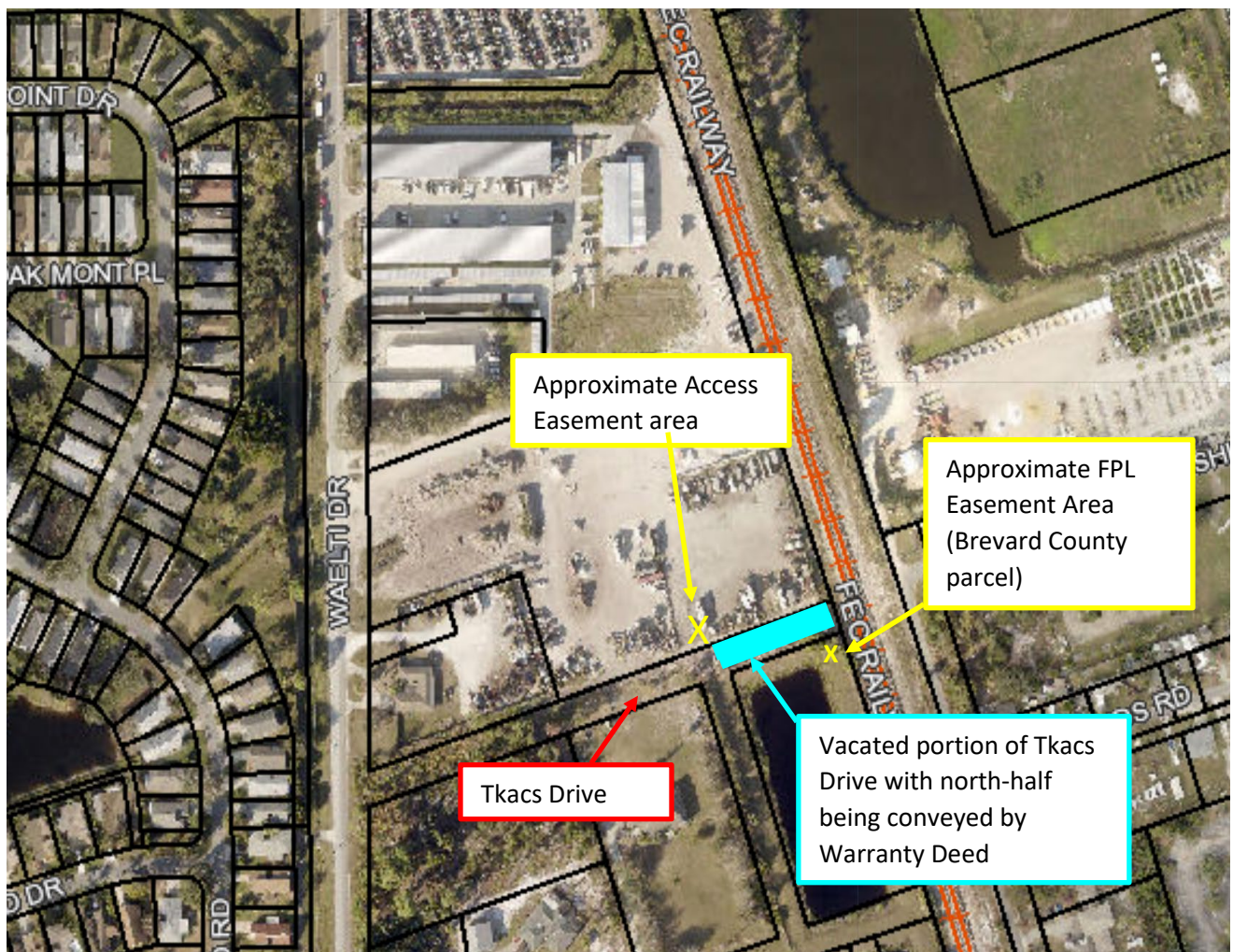
SECTION 12
TOWNSHIP 26 SOUTH
RANGE 36 EAST

LOCATION MAP

Section 12, Township 26 South, Range 36 East - District: 4

PROPERTY LOCATION: The north side of North Wickham Road on the east side of Waelti Drive in Melbourne

OWNERS NAME(S): KMM-FL, LLC





Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

J.5.

9/14/2021

Subject:

Staff Direction, Re: Tourism Development Office lease and Visitor Information Center (VIC) lease

Fiscal Impact:

5-year lease with 5-year renewal for office space would be approximately \$1,126,656.00 (\$102,894 annually with 2% or CPI escalator) out of Fund 1440 for office space. 5-year lease with 5-year renewal for Visitor Information Center out of Fund 1445 would be approximately \$160,321.00 (\$13,985 annually with 3% escalator).

Dept/Office:

Tourism Development Office

Requested Action:

It is requested that the Board of County Commissioners review and provide direction to staff for a potential new office lease, including a move, to 801 N. Atlantic Avenue, Suite 400, Cocoa Beach, FL 32931. Additionally, provide direction and approve potential move of Visitor Information Center to 267 W. Cocoa Beach Causeway, Cocoa Beach, FL 32931.

Summary Explanation and Background:

The Tourism Development Office (TDO) has searched for various potential office space options including renewing the current space at 430 Brevard Avenue, Suite 150, Cocoa, FL 32922. The existing office space lease is up in June, 2022. However, the building is up for sale and although the owners are willing to give an extension to the existing lease, there are out clauses in case the building is sold and the TDO would have to vacate with relatively short notice. By proactively finding new office space now, this would provide for the smooth transition and future of the TDO.

The recommended new office space sits in the tourism corridor between SR 520 and Minuteman Causeway on A1A. It includes 5,560 square feet of space in 2 sections on the 4th floor of the SunTrust Building. This new lease would begin on or about October 1, 2021 and would be for 5 years with a 5-year renewal option. Please note, while this lease cost is higher than then current lease, the lease is for five years without the threat of short notice of vacating and the lease cost is lower than other sites reviewed.

The TDO engaged Lightle, Beckner, Robison, a commercial real estate company, to look at the least expensive office space options in Central Brevard. Class A office space in that area is running approximately \$20 a square foot. While some warehouse and medical office space runs less, the configurations are not conducive to the needs of the TDO. Warehouse space typically includes large back office space with rolling doors, while medical space typically has many smaller spaces that were used for patient interaction or medical procedures.

The TDO also looked at space in the Viera area, but lease costs exceed the average costs of the county, running \$24 per square foot and up.

As the TDO is a tourism-oriented organization, having space within the tourism corridor makes more sense. This would also allow the office space to be close to the Visitor Information Center which will be moved to 267 W. Cocoa Beach Causeway, Cocoa Beach, FL 32931. This space is in a strip mall near the corner of Cocoa Beach Causeway (SR 520) and A1A, a high traffic tourism area for both cars and pedestrians.

An additional benefit of the potential move to the Cocoa Beach office space is there would be enough room to hold Tourist Development Council and committee meetings on site (up to 40 of these meetings a year). This would save the County travel expenses and staff time. Committee meetings involve up to 5 staff traveling from the TDO offices to the Government Center and being out of the office for 3 - 4 hours at a time. By being able to conduct meetings on site, it would save significant hours of travel and mileage expenses.

Options for the Board to consider:

- Move office space and Visitor Information Center to Cocoa Beach
- Remain in current offices and sign an option to renew with the possibility of being asked to vacate upon sale of the building
- Remain in current offices and continue search for other office space with direction from the Board on what parameters should be utilized (location, lease amounts, etc.)

Clerk to the Board Instructions:

Please send Board Memo to Director, Tourism Development Office.

Lease Amounts

	Office	VIC	Per sq ft. - Office	Per sq ft. - VIC
Year 1	102,893.60	13,984.92	18.51	16.89
Year 2	104,951.47	14,404.47	18.88	17.40
Year 3	107,050.50	14,836.60	19.25	17.92
Year 4	109,191.51	15,281.70	19.64	18.46
Year 5	111,375.34	15,740.15	20.03	19.01
Year 6	113,602.85	16,212.36	20.43	19.58
Year 7	115,874.91	16,698.73	20.84	20.17
Year 8	118,192.40	17,199.69	21.26	20.77
Year 9	120,556.25	17,715.68	21.68	21.40
Year 10	122,967.38	18,247.15	22.12	22.04
Total	#####	160,321.44		

F O R L E A S E

GALLERIA EXECUTIVE TOWER & PLAZA

801-829 N. ATLANTIC AVENUE / COCOA BEACH FL



The Galleria Executive Tower & Plaza is located at 801-829 North SR A1A, Cocoa Beach, Florida, at the corner of SR A1A and Cocoa Isles Blvd. The property sits on the west side of SR A1A just 2 miles south of FL 520. The Tower is well positioned with access to I-95 via FL 520.

This Class A office property and upscale retail site offers a Mediterranean style environment. The courtyard presents a park like setting with beautiful landscaping throughout the courtyard. The Galleria Executive Tower has on-site management and ownership.

LOCATION HIGHLIGHTS

- **Beautiful Beachside Retail or Office Space Available for Lease**
- 9,174 sf Total Available square feet:
Suites 801-805 3,588 sf and
Suites 809-815 5,586 sf
- \$14 psf NNN
- Space is not contiguous, but is connected by a covered walkway.
- Pylon signage available
- Located on A1A Frontage in desirable Cocoa Beach
- Traffic Count 26,887
- Excellent exposure for your Business!!!



AVAILABLE SPACE

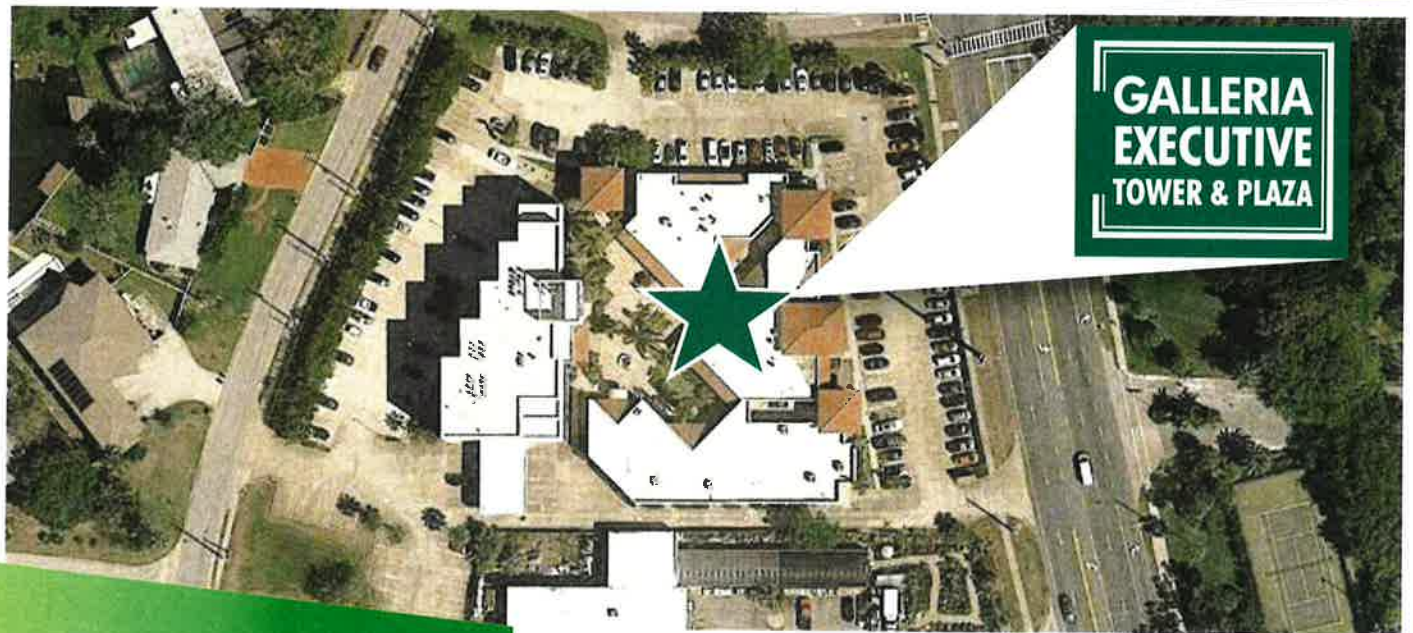
These suites can be combined to 3,588 sq. ft. and are perfect for retail or professional offices. Two of the suites open onto a park like plaza with tropical plantings and fountain.

SUITE	SQ. FT.
801	±1,649
803	±1,045
805	±894

These suites can be combined into 5,586 square feet. Currently occupied by a technology company, the space is suited to retail or professional office space. It could also accommodate a medi-spa or urgent care facility. Situated on the first floor these suites are open to an outdoor garden space.

SUITE	SQ. FT.
809	±1,536
811	±1,252
813	±1,441
815	±1,356

For clients with larger space requirements, all suites can be leased for a corporate headquarters, or technology center.



RETAIL FOR LEASE

White Rose Shopping Center • 225-299 W Cocoa Beach Cswy Cocoa Beach, FL 32931



OFFERING SUMMARY

Available SF:	828 SF
Lease Rate:	\$15.00 SF/yr (\$4.89/sf NNN)
Lot Size:	1.48 Acres
Year Built:	1985
Building Size:	22,371 SF
Zoning:	CN
Market:	Brevard
Submarket:	Cocoa Beach

PROPERTY OVERVIEW

This retail center offers an excellent opportunity for business to service local clientele as well as, many visitors to this world famous beach destination.

- Highly desirable location
- Ample parking
- Easy access and highly visible
- Monument and façade signage

LOCATION OVERVIEW

This prime retail location in Cocoa Beach just west of the intersection of A1A and SR 520 Cswy., around the corner from Ron Jon Surf Shop.

SR 520 frontage - Central Brevard's main east/west artery leading from A1A to west of Interstate 95.

JEFFERY T. ROBISON, CCIM

Principal | Broker
321.722.0707 X13
jeff@teamlbr.com

J. BLAKE ROBISON

Retail Sales And Leasing Advisor
321.722.0707 X18
blake@teamlbr.com

Lightle Beckner Robison

321.722.0707 • teamlbr.com
70 W. Hibiscus Blvd.,
Melbourne, FL 32901

Information contained herein has been obtained through sources deemed reliable but cannot be guaranteed as to its accuracy. A purchaser or lessee is expected to verify all information to his/her own satisfaction. Zoning information subject to change and not warranted. Always confirm current requirements with local governing agencies.

ADDITIONAL PHOTOS

White Rose Shopping Center • 225-299 W Cocoa Beach Cswy Cocoa Beach, FL 32931



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AVAILABLE SPACES

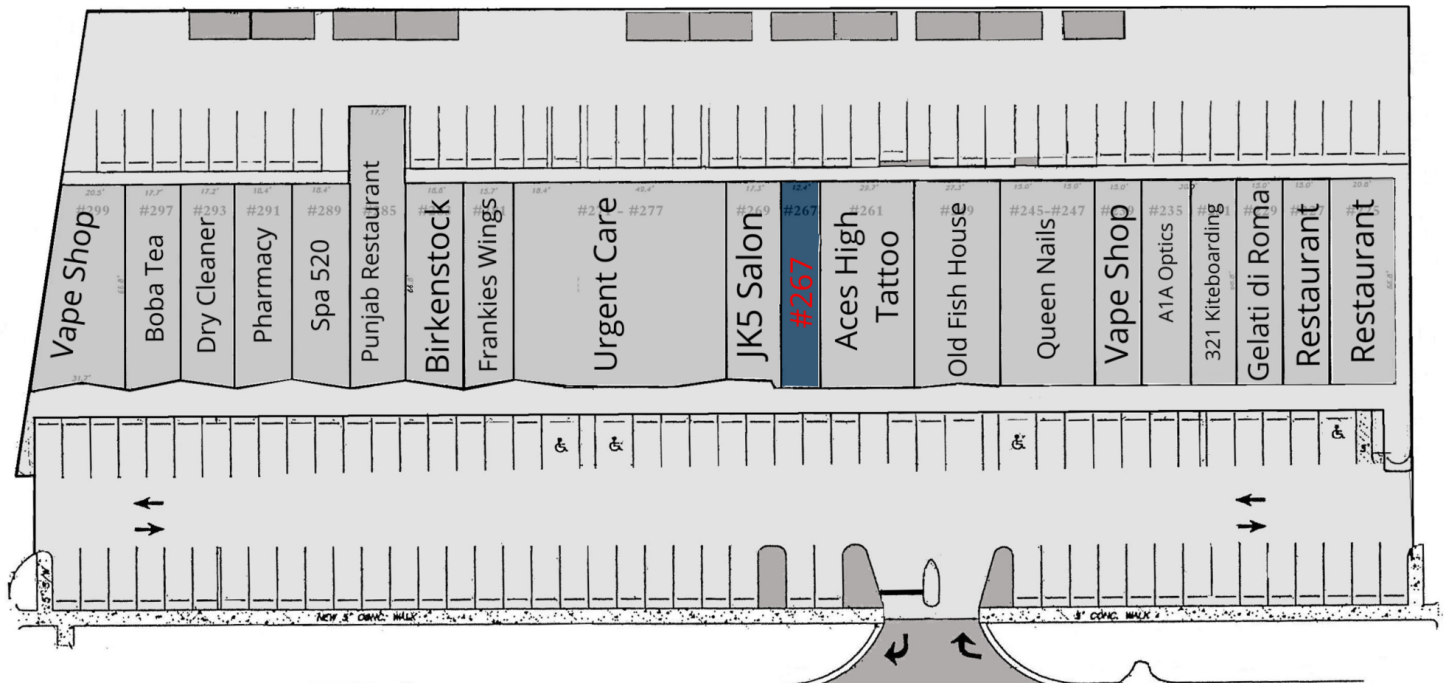
White Rose Shopping Center • 225-299 W Cocoa Beach Cswy Cocoa Beach, FL 32931

LEASE TYPE | \$4.89/sf NNN

TOTAL SPACE | 828 SF

LEASE TERM | Negotiable

LEASE RATE | \$15.00 SF/yr



W. Cocoa Beach Cswy (SR520)

UNAVAILABLE

AVAILABLE

SUITE

SIZE

TYPE

RATE

#267

828 SF

\$4.89/sf NNN

\$15.00 SF/yr

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672

INTERIOR PHOTOS

White Rose Shopping Center • 225-299 W Cocoa Beach Cswy Cocoa Beach, FL 32931



Unit 267



Unit 267

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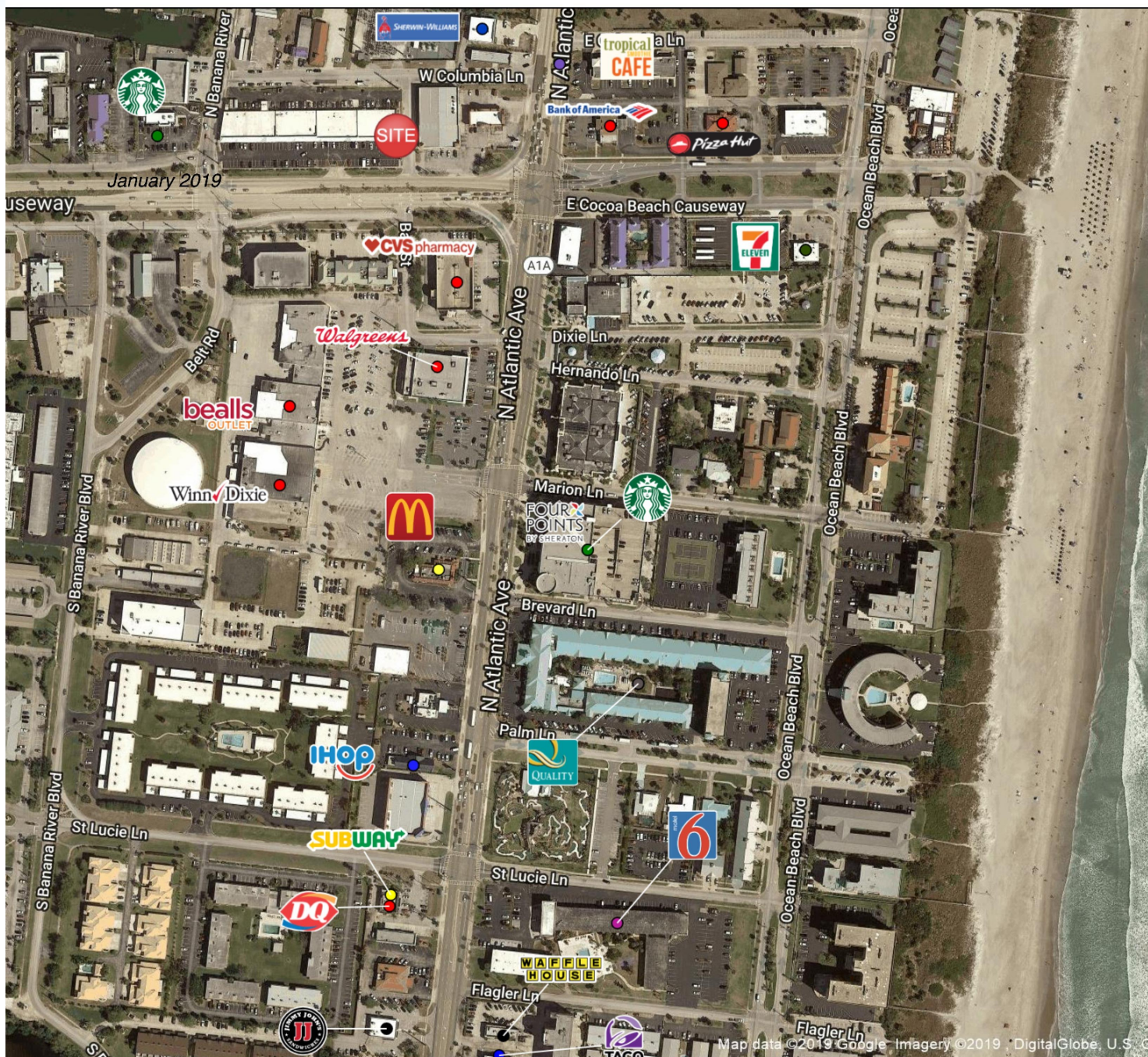
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RETAIL MAP

White Rose Shopping Center • 225-299 W Cocoa Beach Cswy Cocoa Beach, FL 32931



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LOCATION MAPS

White Rose Shopping Center • 225-299 W Cocoa Beach Cswy Cocoa Beach, FL 32931



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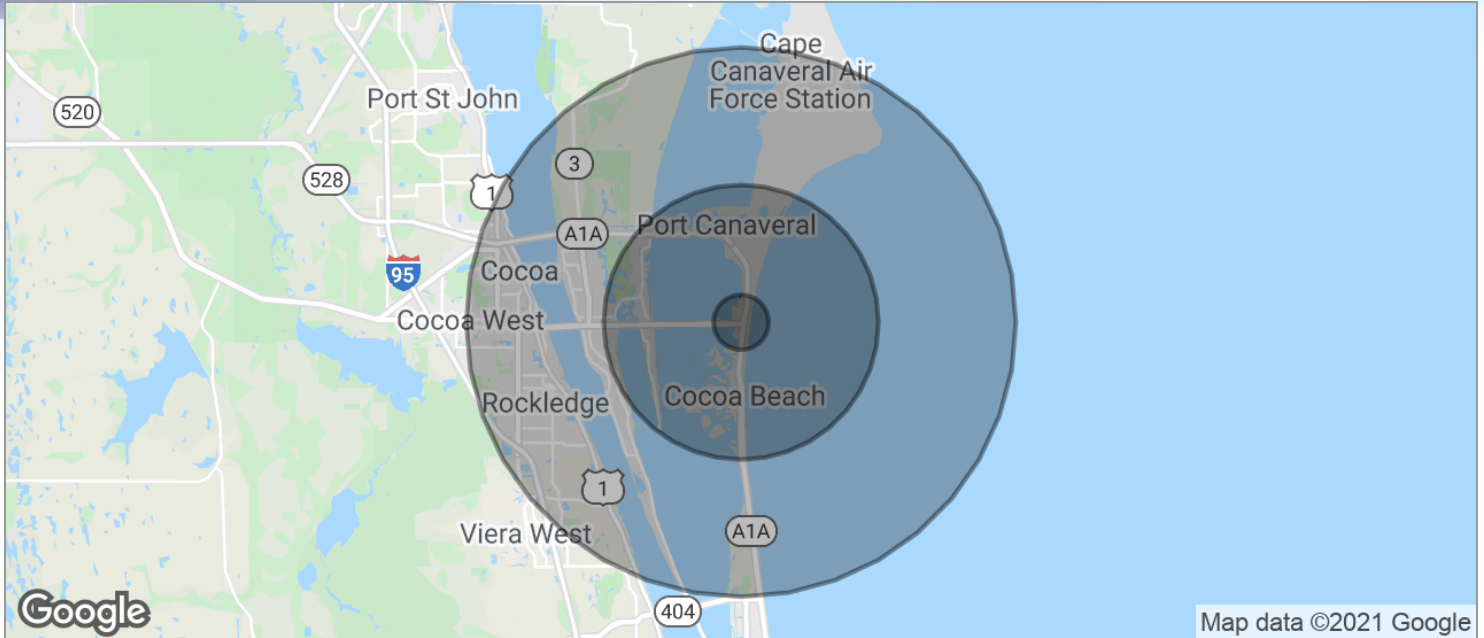
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DEMOGRAPHICS MAP

White Rose Shopping Center • 225-299 W Cocoa Beach Cswy Cocoa Beach, FL 32931



POPULATION	1 MILE	5 MILES	10 MILES
TOTAL POPULATION	2,254	29,816	108,992
MEDIAN AGE	60.0	50.1	45.9
MEDIAN AGE (MALE)	59.9	51.4	45.7
MEDIAN AGE (FEMALE)	60.4	50.3	46.3
HOUSEHOLDS & INCOME	1 MILE	5 MILES	10 MILES
TOTAL HOUSEHOLDS	1,223	14,724	47,235
# OF PERSONS PER HH	1.8	2.0	2.3
AVERAGE HH INCOME	\$71,069	\$69,065	\$70,283
AVERAGE HOUSE VALUE	\$297,437	\$285,628	\$283,279

* Demographic data derived from 2010 US Census

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