



Regular

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

2725 Judge Fran Jamieson Way
Viera, FL 32940

Agenda
Tuesday, April 4, 2023

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

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

A. CALL TO ORDER 5:00 PM

B. INTENTIONALLY OMITTED

C. PLEDGE OF ALLEGIANCE: Commissioner Rita Pritchett, Chair, District 1

D. MINUTES FOR APPROVAL: January 24, 2023 Regular Meeting; February 2, 2023 Zoning Meeting; March 2, 2023 Zoning Meeting

E. RESOLUTIONS, AWARDS AND PRESENTATIONS

E.1. Resolution proclaiming the week of April 9-15, 2023 as National Public Safety Telecommunicators Week.

E.2. Resolution to proclaim Child Abuse Prevention Month for the month of April.

E.3. Resolution recognizing Eagle Scout Grant J. Newcombe

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

Development and Environmental Services Group

Planning and Development

- F.1.** Approval RE: Transportation Impact Fee Technical Advisory Committee for the South Mainland Benefit District Project Funding Recommendations (Districts 3, 4 and 5).

Public Works Department

- F.2.** Adopt Resolution and Release Performance Bond: Aripeka at Viera, Phase 1 - District 4
Developer: The Viera Company

Community Services Group

Parks and Recreation Department

- F.3.** Approval, Re: Interlocal Agreement with the School Board of Brevard County, Florida Regarding Improvements to Hoover Middle School, District 5

Support Services Group

Budget

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

Administrative Services Group

County Manager

- F.5.** Appointment(s) / Reappointment(s)

Miscellaneous

- F.6.** Bill Folder

- F.7.** Annual Investment Performance Report Year Ended September 30, 2022

G. PUBLIC COMMENTS

H. PUBLIC HEARINGS

- H.1.** Petition to Vacate, Re: Public Utility & Drainage Easement- 1710 Misty Way - "Whispering Woods Phase I" Plat Book 37, Page 4 - Titusville - Michael A. & Dana D. St. Jean - District 1

I. UNFINISHED BUSINESS

- I.1.** Direction, Re: Tourism Development Council's Recommendation to use Cultural carry forward funds to pay for the Tourism + Indian River Lagoon Grant Program for the Fiscal Year 2023-24

J. NEW BUSINESS

Development and Environmental Services Group

- J.1.** Notification of the Annual Sewer and Water Maintenance Index adjustment with Board discussion

Community Services Group

- J.2.** Approval, Re: Tourist Development Council (TDC) FY 2023-24 Cultural Support Grant Program Funding, Guidelines, Application and Scoresheet and provide staff direction regarding FY 2023-24 Major Event Grants
- J.3.** Approval of the Tourist Development Council (TDC) FY 2023-2024 Tourism + Lagoon Grant Program Funding, Guidelines, Application and Committee Scoresheet.

Add Ons

K. BOARD REPORTS

- K.1. Frank Abbate, County Manager
- K.2. Morris Richardson, County Attorney
- K.3. Tom Goodson, Commissioner District 2
- K.4. John Tobia, Commissioner District 3
- K.5. Rob Feltner, Commissioner District 4
- K.6. Rita Pritchett, Commissioner District 1, Chair

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

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

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

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

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



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Resolution/Award/Presentation

E.1.

4/4/2023

Subject:

Resolution proclaiming the week of April 9-15, 2023 as National Public Safety Telecommunicators Week.

Fiscal Impact:

None

Dept/Office:

District 1 Commission

Requested Action:

It is requested the Board of County Commissioners approve the resolution recognizing April 9-15, 2023 as National Public Safety Telecommunicators Week.

Summary Explanation and Background:

Clerk to the Board Instructions:

Please frame one copy

Resolution

WHEREAS, the Board of County Commissioners has determined that Public Safety Telecommunicators are an integral part of the emergency response process nationwide;

WHEREAS, the Brevard County Sheriff's Office, Brevard County Fire Rescue, Cocoa Beach Police Department, Cocoa Police Department, Indian River County Police Department, Indian Harbour Beach Police Department, Melbourne Police Department, Palm Bay Police Department, Rockledge Police Department, Satellite Beach Police Department and Titusville Police Department are designated as Public Safety Answering Points (PSAPs) under the Florida Enhanced 9-1-1 Plan in Brevard County, and these agencies employ over two hundred individuals as Public Safety Telecommunicators;

WHEREAS, The National Emergency Number Association (NENA) and the Association of Public Safety Communications Officials (APCO) recognize the week of April 9 through 15, 2023 as National Public Safety Telecommunications Week to acknowledge individuals employed in the Public Safety Telecommunications field; and

WHEREAS, the Board of County Commissioners of Brevard County desires to recognize the dedication and professionalism of Public Safety Telecommunicators in Brevard County.

Now, therefore, be it resolved that the Board of County Commissioners of Brevard County, Florida does hereby declare the week of April 9th through 15th, 2023 as

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

and commends all Telecommunicators for their dedication to duty, professionalism, and commitment to saving lives, property and the prevention of crime in Brevard County.

DONE, ORDERED AND ADOPTED in regular session this 4th day of April 2023.

ATTEST:

Rachel M. Sadoff, Clerk

Rita Pritchett, Chair
Board of County Commissioners
Brevard County, Florida



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Resolution/Award/Presentation

E.2.

4/4/2023

Subject:

Resolution to proclaim Child Abuse Prevention Month for the month of April.

Fiscal Impact:

None

Dept/Office:

District 1 Commission Office

Requested Action:

It is requested that the Board approve a Resolution proclaiming April 2023 as Child Abuse Prevention Month.

Summary Explanation and Background:

Child Abuse Prevention Month is an opportunity to urge engagement in activities that strengthen families and communities, and that provide the optimal environment for healthy child development.

Clerk to the Board Instructions:

Please frame one Resolution.

Resolution

Whereas Florida's bright future depends on the healthy development of its children;

Whereas adverse childhood experiences, including the abuse and neglect of children, can cause severe and costly consequences for children, families and society as a whole;

Whereas every child has a right to a safe, healthy and happy childhood where they are educationally and developmentally on track;

Whereas research shows that parents and caregivers who have support systems and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children;

Whereas it is vital that individuals, businesses, schools and community organizations make children a top priority and take action to support the physical, social, emotional and educational development and competency of all children;

Whereas during the month of April, Prevent Child Abuse Florida, in collaboration with the Governor's Office of Adoption and Child Protection, the Florida Department of Children and Families, Ounce of Prevention Fund of Florida, and the Child Abuse Prevention Task Force of Brevard, implements Pinwheels for Prevention;

Whereas Pinwheels for Prevention is a statewide coordinated campaign aimed to increase awareness of child abuse prevention efforts by encouraging healthy child development, positive parenting practices and community support;

Whereas the blue and silver pinwheel displays in this campaign symbolize the health and happiness all children deserve; and

Whereas Child Abuse Prevention Month is an important opportunity to urge all Floridians to engage in activities that strengthen families and communities, and that provide the optimal environment for healthy child development;

Now, therefore, be it resolved that the Board of County Commissioners of Brevard County, Florida do hereby proclaim the month of April 2023 as

Child Abuse Prevention Month

DONE, ORDERED, AND ADOPTED, in regular session, this 4th day of April 2023.

ATTEST:

Rachel M. Sadoff, Clerk

Rita Pritchett, Chair
Board of County Commissioners
Brevard County, Florida



Agenda Report

2725 Judge Fran Jamieson
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Resolution/Award/Presentation

E.3.

4/4/2023

Subject:

Resolution recognizing Eagle Scout Grant J. Newcombe

Fiscal Impact:

None

Dept/Office:

District 5 Commission Office

Requested Action:

It is requested that the BOCC approves the resolution recognizing Eagle Scout Grant J. Newcombe.

Summary Explanation and Background:

None

Clerk to the Board Instructions:

Please provide one framed copy of the resolution.

RESOLUTION

WHEREAS, Grant J. Newcombe, a member of Riverside District Troop 330 chartered with Advent Lutheran Church in Melbourne Beach for the past seven years, joined scouting as a Cub Scout in August 2011 and earned the Arrow of Light with Pack 391 in Melbourne Beach before transitioning to the Boy Scouts in 2016; and

WHEREAS, in pursuit of his Eagle Scout designation, Grant has earned 26 Merit Badges, one Eagle Palm, and has served his troop in several leadership capacities, including Senior Patrol Leader; and

WHEREAS, Grant has demonstrated commitment to Boy Scout values and his community by participating in Scouting for Food drives, assisting others with their Eagle Service Projects, and logging over 300 hours of community service since entering high school; and

WHEREAS, Grant's Eagle Scout Service Project consisted of designing, seeking material donations, and supervising the construction of a Take a Book, Leave a Book cabinet for the Eastminster Presbyterian Church and local community; and

WHEREAS, after the successful completion of his Eagle Scout Service Project and Board of Review, Grant achieved the rank of Eagle Scout in January 2023 and will be graduating in May from West Shore Jr/Sr High School and plans to pursue a degree in Chemical Engineering.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, does hereby unanimously recognize and commend

GRANT J. NEWCOMBE

for attaining the rank of Eagle Scout and offers congratulations and best wishes for a successful future.

DONE, ORDERED, AND ADOPTED, in regular session, this 4th day of April, 2023.

RITA PRITCHETT, CHAIR
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

ATTEST:

RACHEL M. SADOFF, CLERK OF COURT



Agenda Report

2725 Judge Fran Jamieson
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Viera, FL 32940

Consent

F.1.

4/4/2023

Subject:

Approval RE: Transportation Impact Fee Technical Advisory Committee for the South Mainland Benefit District Project Funding Recommendations (Districts 3, 4 and 5).

Fiscal Impact:

The Transportation Impact Fees that will fund these project recommendations have been collected in prior fiscal years. Collections from Impact Fees accumulate in Reserves for Capital Outlay until projects are identified and approved. They are then disbursed to the municipality where the impact fees were assessed.

Dept/Office:

Planning and Development Department

Requested Action:

It is requested that the Board of County Commissioners consider approval of the Grant-Valkaria project funding recommendation in the amount of \$445,000 as well as the re-appropriation of the City of West Melbourne project funding in the amount of the \$750,000 as prepared by the Technical Advisory Committee for the South Mainland Benefit District on March 13, 2023; and if approved, authorize the Budget Office to execute any budget change requests necessary for implementing these appropriations.

Summary Explanation and Background:

The Technical Advisory Committee for the South Mainland Benefit District met on March 13, 2023 and unanimously adopted the project funding recommendations itemized below. The Technical Advisory Committee consists of the Town Administrator of Grant-Valkaria, the Town Manager of Malabar, the City Manager of West Melbourne, and the Brevard County Public Works Director.

The City of West Melbourne wishes to re-appropriate \$750,000 from the Doherty Drive Road Extension project that was previously recommended by the Technical Advisory Committee and approved by the Board of County Commissioners on January 21, 2020. The funds were previously disbursed to the City of West Melbourne and the City wishes to pursue the Norfolk/Shallow Creek Road Traffic Signal project with these funds. As such, no further disbursement will be made.

The impact fee funding that is being proposed to be allocated to the Multipurpose Trail project (\$445,000), recommended by the Town of Grant-Valkaria, is currently budgeted as Reserves for Capital Outlay to be disbursed to the Town of Grant-Valkaria, if approved.

Project Funding Recommendations:

1. Appropriate \$445,500 for an eight-foot wide, six-inch thick, concrete multipurpose trail from Mulberry Lane west to Perry Road (Town of Grant-Valkaria)

2. Appropriate \$750,000 for a traffic signal at Norfolk and Shallow Creek Road (City of West Melbourne)

Clerk to the Board Instructions:

None



Agenda Report

2725 Judge Fran Jamieson
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Consent

F.2.

4/4/2023

Subject:

Adopt Resolution and Release Performance Bond: Aripeka at Viera, Phase 1 - District 4
Developer: The Viera Company

Fiscal Impact:

None

Dept/Office:

Public Works/Engineering

Requested Action:

In accordance with Section 62-2844(b), it is requested that the Board of County Commissioners adopt the attached Resolution and authorize the Chair to sign the Resolution releasing the Contract and Surety Performance Bond dated October 26, 2021 for the above referenced project.

Summary Explanation and Background:

The Aripeka at Viera, Phase 1 subdivision is located within the Viera Development of Regional Impact (DRI), east of the intersection of Lake Andrew Drive and Cuddington Drive. The proposed subdivision contains 45 lots on 72.79 acres.

The Aripeka at Viera, Phase 1 subdivision received preliminary plat and final engineering plans on July 9, 2021, and final plat and contract approval October 26, 2021. The developer posted a Surety Performance Bond for guarantee of the completion of the infrastructure improvements according to the approved plans.

Per Section 62-2809(b)(2), "Construction after final plat recordation: ...the applicant shall provide security required in Section 62-2844 for the performance of such construction..." Section 62-2844(a) states: "An applicant shall be required to secure its performance security of the construction required under this article by a surety bond, letter of credit, savings account, certificate of deposit or execution of a tri-party escrow agreement. Such security shall not be required if a certificate of completion has been issued for all the subdivision improvements prior to final plat recordation." Because the applicant chose to plat the subdivision prior to completion of construction, the applicant entered into Contract with the Board and posted a Surety Performance Bond to guarantee the completion of the infrastructure improvements according to the approved plans.

As of March 23, 2023, the Aripeka at Viera, Phase 1 subdivision infrastructure improvements have been completed. While the platted improvements are private and do not require a maintenance bond, we are in receipt of a two-year maintenance bond for the public improvements that were required for Lake Andrew Drive as well as the sanitary sewer improvements.

Reference: 20SD00011, 21FM00013

Contact: Christine Verrett, Special Projects Coordinator III, Extension 58328

Clerk to the Board Instructions:

Please forward the Board action to the Public Works Department and provide 2 originals of the Resolution.

Subdivision No. 20SD00011

Project Name Aripeka Subdivision, Village 2,

Neighborhood 1 Phase 1

**Subdivision Infrastructure
Contract**

THIS CONTRACT entered into this 26th day of October 2021, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and The Viera Company, hereinafter referred to as "PRINCIPAL."

WITNESSETH:

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

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

and all other improvements depicted in subdivision number 20SD00011. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

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

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

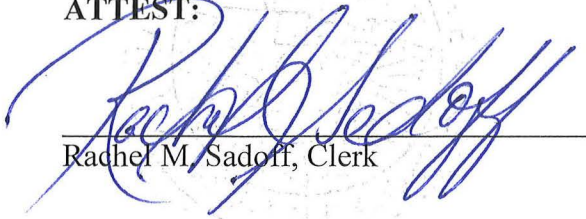
To the extent assignable, Principal assigns to County all of Principal's warranty rights under its construction contract with the contractor constructing the improvements (including all warranties provided by law of in equity with respect to such construction contract), which warranties may be asserted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

3. The PRINCIPAL agrees to complete said construction on or before the 31st day of December, 2022.

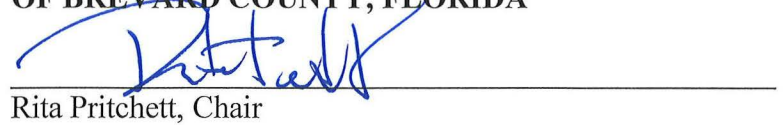
4. In order to guarantee performance of PRINCIPAL'S obligations herein contained, PRINCIPAL shall furnish cash, letter of credit, certificate of deposit or surety bond in a form approved by the COUNTY, in the amount of \$5,525,818.25. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
 - A. Vacate all or part of such recorded plat where improvements have not been completed in accordance with the plans and specifications,
 - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
 - C. Request the surety on said performance bond to complete such improvements, or
 - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

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

ATTEST:


Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

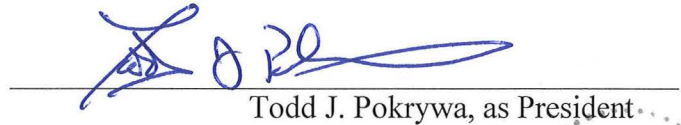

Rita Pritchett, Chair

As approved by the Board on: Oct. 26, 2021.

WITNESSES:

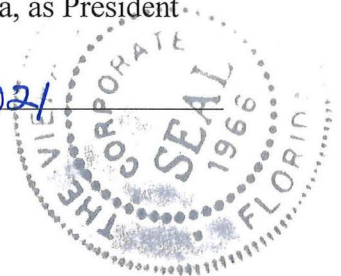
PRINCIPAL: The Viera Company

Karen P. Prosser


Todd J. Pokrywa, as President

Mary Ellen McKibben

October 4, 2021
DATE



State of: Florida

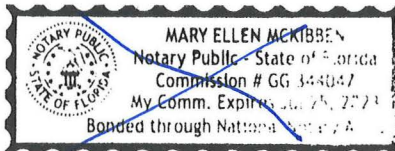
County of: Brevard

The foregoing instrument was acknowledged before me this 4th day of October 2021, by Todd J. Pokrywa, Pres. who is personally known to me ~~or who has produced~~ as identification and who ~~did~~ (did not) take an oath.

My commission expires:

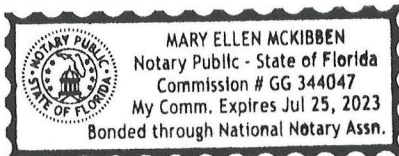
S E A L

Commission Number:



Mary Ellen McKibben
Notary Public

Mary Ellen McKibben
Notary Name printed, typed or stamped



SURETY PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **THE VIERA COMPANY**, hereinafter referred to as “Owner” and, **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, hereinafter referred to as “Surety”, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, hereinafter referred to as “County”, in the sum of **\$5,525,818.25** for the payment of which we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Owner has entered into a contract with the County dated the 26th day of October, 2021, which contract is made a part hereof by reference.

NOW THEREFORE, the condition of this obligation is such that if Owner shall promptly and faithfully perform said contract and complete the work contemplated therein by **December 31st, 2022** then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

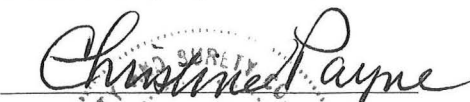
In the event that the County commences suit for the collection of any sums due hereunder, the obligors and each of them agree to pay all costs incurred by the County, including attorney's fees.

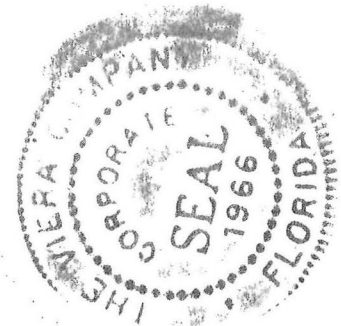
EXECUTED this 4th day of October, 2021.

OWNER: **THE VIERA COMPANY**


Todd J. Pokrywa, President

SURETY:


Christine Payne, Attorney-in-Fact





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

POWER OF ATTORNEY

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

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

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



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney

Robert L. Raney, Senior Vice President

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

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

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



Anna P. Nowik

Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **13th** day of **September**, **2021**



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

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

ARIPEKA AT VIERA - PHASE 1

SECTIONS 21 AND 22 TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

PLAT NOTES

- BEARING REFERENCE: ASSUMED BEARING OF N10°20'30"E ON THE EAST LINE OF LAKE ANDREW DRIVE SOUTH EXTENSION NO. 1, PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 36, PAGE 86, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTERS 177.05(6) & 177.05(9).
- BREVARD COUNTY VERTICAL CONTROL MARK (CS869) IS LOCATED WITHIN THE LIMITS OF THESE PLAT BOUNDARIES. FOR VERTICAL CONTROL DATA CONTACT THE BREVARD COUNTY SURVEYING AND MAPPING DEPARTMENT.
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED.
- BREVARD COUNTY MANUALLY PLAT NOTES:
 - AN INGRESS AND EGRESS EASEMENT IS HEREBY DEDICATED TO BREVARD COUNTY OVER AND ACROSS ALL PRIVATE DRAINAGE EASEMENTS, PRIVATE STORMWATER TRACTS AND PRIVATE ROADWAYS FOR LAW ENFORCEMENT, EMERGENCY ACCESS AND EMERGENCY MAINTENANCE.
 - EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPORTATION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT OF THE FAILURE OF THE HOMEOWNERS ASSOCIATION TO MAINTAIN PROPERLY THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE REGULATIONS. AN EASEMENT TO THE COMMON AREA MUST BE GRANTED TO BREVARD COUNTY PRIOR TO ESTABLISHMENT OF AN MSBU.
 - ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNERS ASSOCIATION TO MAINTAIN.
 - THE LANDS PLATTED HEREUNDER ARE SUBJECT TO THE FOLLOWING:
 - DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR CENTRAL VIERA COMMUNITY RECORDED ON JULY 23, 1998 IN OFFICIAL RECORDS BOOK 3409, PAGE 824, AS AMENDED AND MODIFIED BY THAT CERTAIN SUPPLEMENTAL DECLARATION AND FOURTEENTH AMENDMENT TO THE DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 6871, PAGE 630, AND THAT CERTAIN SECOND SUPPLEMENTAL DECLARATION AND NINETEENTH AMENDMENT TO THE DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 8904, PAGE 1165, ALL IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME (HEREINAFTER REFERRED TO AS THE "COMMUNITY DECLARATION").
 - THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR ARIPEKA NEIGHBORHOOD AREA RECORDED IN OFFICIAL RECORDS BOOK 8121, AT PAGE 1028, IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED, MODIFIED OR SUPPLEMENTED OR MODIFIED (HEREINAFTER REFERRED TO AS THE "NEIGHBORHOOD DECLARATION").
- NOTICE OF CREATION AND ESTABLISHMENT OF THE VIERA STEWARDSHIP DISTRICT DATED AUGUST 8, 2006, AS RECORDED IN OFFICIAL RECORDS BOOK 5683, PAGE 2029, AS AMENDED BY THAT CERTAIN AMENDED NOTICE RECORDED IN OFFICIAL RECORDS BOOK 6091, PAGE 1324, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY VIERA STEWARDSHIP DISTRICT DATED MAY 1, 2013 AS RECORDED IN OFFICIAL RECORDS BOOK 6873, PAGE 1910, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- VIERA STEWARDSHIP DISTRICT NOTICE OF SPECIAL ASSESSMENT/GOVERNMENTAL LIEN OF RECORD DATED MAY 8, 2020, AS RECORDED IN OFFICIAL RECORDS BOOK 8794, PAGE 1579, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- AGREEMENT AND GRANT OF CONSERVATION EASEMENT AND AFFIRMATIVE EASEMENTS FOR ENVIRONMENTAL MANAGEMENT AND ADMINISTRATION RECORDED DECEMBER 31, 2012, IN OFFICIAL RECORDS BOOK 6768, PAGE 2296, TOGETHER WITH FIRST SUPPLEMENT TO AGREEMENT AND GRANT OF CONSERVATION EASEMENT AND AFFIRMATIVE EASEMENTS FOR ENVIRONMENTAL MANAGEMENT AND ADMINISTRATION RECORDED IN OFFICIAL RECORDS BOOK 8559, PAGE 1449, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- MINEAL RIGHTS RESERVED BY PLATT CATTLE COMPANY, IN DEED RECORDED IN DEED BOOK 304, PAGE 43, AND PARTIALLY RELEASED BY THE RELEASE OF SURFACE, ENTRY RIGHTS WITH RESPECT TO OIL GAS AND MINERAL INTERESTS, DATED 12/17/1987, IN OFFICIAL RECORDS BOOK 2870, PAGE 874, WHICH RELEASES "ALL OF THE RIGHTS OF THE RELEASOR TO EXPLORE FOR, DRILL FOR, DEVELOP, MINE AND REMOVE OIL, GAS, AND OTHER MINERALS, OR OTHERWISE TO ENTER UPON, USE OCCUPY, DISRUPT OR DAMAGE THE SURFACE, OR TO AUTHORIZE ANY OTHER PERSON TO DO SO," ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THERE IS HEREBY DEDICATED OVER AND ACROSS THE FRONT OF ALL LOTS AND TRACTS, ABUTTING AND COINCIDENT WITH THE PRIVATE STREET RIGHTS OF WAY NOTED AS A PART OF TRACT 22 TO PUBLIC UTILITY EASEMENT (UNLESS OTHERWISE NOTED), FOR PURPOSES OF THIS PLAT, THE TOWN PLANS, AND PRIVATE UTILITY COMPANIES SHALL INCLUDE, BUT NOT BE LIMITED TO, FLORIDA POWER & LIGHT CO. AND CV OF VIERA LLP (A CABLE TELEVISION AND TELECOMMUNICATION SERVICE PROVIDER).

- THERE IS HEREBY DEDICATED OVER AND ACROSS ALL SIDE LOT LINES, A 2' WIDE PERPETUAL, NON-EXCLUSIVE DRAINAGE EASEMENT (UNLESS OTHERWISE NOTED), WHICH IS LIMITED TO, A SHARED USE TRAIL, AND FOR WETLAND PRESERVATION WITH ASSOCIATED UPLAND BUFFERS AND THE PRESERVATION AND PROTECTION OF PRESERVED OPEN SPACE TYPE (PCT) TREE CANOPY WITHIN THAT PORTION OF TRACT OS N1-4 DESIGNATED ON THE PLAT AS PCT EASEMENT AREA. TRACT OS N1-4 SHALL BE OWNED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. AND IS RESERVED FOR OPEN SPACE UTILITIES, LANDSCAPING, IRRIGATION, DRAINAGE, SIGNAGE AND RELATED IMPROVEMENTS, AND THE PRESERVATION AND PROTECTION OF PCT TREE CANOPY WITHIN THAT PORTION OF TRACT OS N1-4 DESIGNATED ON THIS PLAT AS PCT EASEMENT AREA. TRACTS OS N1-3A AND OS N1-4 AND THE IMPROVEMENTS THEREON SHALL BE OPERATED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. EXCLUDING THOSE AREAS OF SUCH TRACTS CONTAINING (I) PRESERVED WETLANDS AND ASSOCIATED UPLAND BUFFERS OR (II) PCT TREE CANOPY LOCATED WITHIN THE LIMITS OF A DESIGNATED PCT EASEMENT AREA, WHICH AREAS SHALL BE CONTROLLED AND MAINTAINED BY THE VIERA STEWARDSHIP DISTRICT IN ACCORDANCE WITH THE BEST VIERA FUD AND APPLICABLE LAW. ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. SHALL NOT REMOVE, ALTER OR DISTURB THE PRESERVED WETLANDS, UPLAND BUFFERS OR THE PCT TREE CANOPY LOCATED WITHIN SUCH TRACTS AND SUCH ASSOCIATED MAINTENANCE AND REPAIR OR IMPROVEMENTS, IF ANY, LOCATED WITHIN A PCT EASEMENT AREA SHALL ONLY OCCUR IN A MANNER APPROVED BY THE VIERA STEWARDSHIP DISTRICT.
- THE VIERA STEWARDSHIP DISTRICT IS GRANTED A PERPETUAL NON-EXCLUSIVE EASEMENT OVER, UNDER, UPON, ACROSS AND THROUGH THOSE PARTS OF TRACTS OS N1-3A AND OS N1-4 CONTAINING A PRESERVED WETLAND, UPLAND BUFFER OR A PCT EASEMENT AREA TO CONDUCT INSPECTIONS, PERFORM WORK AND ALL MANNER OF OTHER ACTIVITIES RELATING TO THE PRESERVATION, PROTECTION AND MAINTENANCE OF PRESERVED WETLANDS, UPLAND DRAINAGE AND/OR PCT TREE CANOPY LOCATED THEREIN TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIANS, VEHICLES AND EQUIPMENT OVER AND ACROSS TRACTS OS N1-3A AND OS N1-4 IN CONNECTION THEREWITH TO FACILITATE THE PRESERVATION, PROTECTION AND MAINTENANCE OF WETLANDS, UPLAND BUFFERS AND PCT TREE CANOPY.
- TRACTS A.D. 1 AND OS N1-2 SHALL BE OWNED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. AND ARE RESERVED FOR WALK AND BICYCLE DRIVING SYSTEM FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS, AND AS TO TRACT OS N1-2, OPEN SPACE USE. ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. SHALL MAINTAIN THE AFORESAID TRACTS AND ALL IMPROVEMENTS THEREON, EXCEPT AND EXCLUDING ANY DRAINAGE FACILITY OR IMPROVEMENT WHICH IS PART OF THE VSD DRAINAGE SYSTEM WHICH SHALL BE CONTROLLED, OPERATED AND MAINTAINED BY THE VIERA STEWARDSHIP DISTRICT PURSUANT TO THE EASEMENTS GRANTED TO THE DISTRICT UNDER THIS PLAT.
- TRACTS G AND S ARE RESERVED FOR PEDESTRIAN ACCESS, SIDEWALKS, LANDSCAPING, UTILITIES AND OTHER RELATED COMMON AREA IMPROVEMENTS. TRACTS G AND S SHALL BE OWNED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. THE RIGHT-OF-WAYS FOR ARIPEKA DRIVE, WAXWING CIRCUIT, GRACEWOOD DRIVE AND LAVENDER DRIVE DESCRIBED HEREON AS TRACT 22 AND ALL ROAD IMPROVEMENTS THEREON SHALL BE OWNED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. AND RESERVED FOR INGRESS/EGRESS, SIGNAGE, PUBLIC AND PRIVATE UTILITIES, STORMWATER DRAINAGE AND RELATED IMPROVEMENTS.
- TRACT 2 IS RESERVED FOR PEDESTRIAN ACCESS, A MAILBOX FACILITY AND RELATED DRIVEWAY IMPROVEMENTS. A SHARED USE TRAIL, LANDSCAPING, UTILITIES AND OTHER RELATED COMMON AREA IMPROVEMENTS AND SHALL BE OWNED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC.
- NOTWITHSTANDING THE VIERA STEWARDSHIP DISTRICT'S RESPONSIBILITY TO OPERATE AND MAINTAIN THE VSD DRAINAGE SYSTEM CONSTRUCTED WITHIN THE LANDS PLATTED HEREUNDER AS DESCRIBED IN THE FOREGOING NOTES, THE FOLLOWING INDICATED DRAINAGE FACILITIES COMPRISING THE NEIGHBORHOOD DRAINAGE SYSTEM SHALL BE OPERATED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. AS PROVIDED IN THE NEIGHBORHOOD DECLARATION (I) DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS, SUCH AS INLETS, CATCH BASINS AND PIPES, INSTALLED TO EXCLUSIVELY DRAIN TRACT 22 AND THE PRIVATE STREET IMPROVEMENTS THEREON, (II) DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS, SUCH AS INLETS, CATCH BASINS AND PIPES, INSTALLED TO EXCLUSIVELY DRAIN NEIGHBORHOOD ADJACENT AREAS OPERATED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC. AND (III) AUTHORIZED DRAINAGE STRUCTURES AND RELATED IMPROVEMENTS SUCH AS SIDE-YARD SWALES INSTALLED WITHIN A LOT OR TRACT TO EXCLUSIVELY DRAIN SUCH LOT OR TRACT AND/OR ADJACENT LOTS OR TRACTS.
- IN THE EVENT THAT BREVARD COUNTY DISTURBS THE SURFACE OF A PRIVATE STREET DUE TO MAINTENANCE, REPAIR OR REPLACEMENT OF A PUBLIC IMPROVEMENT LOCATED THEREIN, THEN THE COUNTY SHALL BE RESPONSIBLE FOR RESTORING THE STREET SURFACE ONLY TO THE EXTENT WHICH WOULD BE REQUIRED IF THE STREET WERE A PUBLIC STREET IN ACCORDANCE WITH COUNTY SPECIFICATIONS.
- THE 10' WIDE SANITARY SEWER EASEMENT SHOWN ON SHEET 2 ALONG THE WESTERN BOUNDARY OF TRACT 1 IS DEDICATED TO BREVARD COUNTY AS FOR THE OPERATION AND MAINTENANCE OF SANITARY SEWER FACILITIES, INCLUDING INGRESS AND EGRESS NECESSARY FOR SAME.
- THE PUBLIC IMPROVEMENTS LOCATED WITHIN PUBLIC EASEMENTS DESCRIBED OR SHOWN WITHIN THE LIMITS OF THIS PLAT ARE COVERED BY TITLE INSURANCE POLICY # 02570507258 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY TO BREVARD COUNTY.
- TRACT 1 IS HEREBY DEDICATED TO BREVARD COUNTY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION, AND SHALL BE OWNED AND MAINTAINED BY BREVARD COUNTY.
- TRACT OS N1-1 IS RESERVED FOR OPEN SPACE, SIDEWALKS, LANDSCAPING, IRRIGATION, DRAINAGE AND RELATED IMPROVEMENTS BUT NOT LIMITED TO, A SHARED USE TRAIL, AND SHALL BE OWNED AND MAINTAINED BY ARIPEKA NEIGHBORHOOD ASSOCIATION, INC.

STATE PLANE COORDINATE NOTES:

THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE NORTH AMERICAN DATUM OF 1983 AND READJUSTED IN 1998 (NAD83/99).

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

DESIGNATION	PD	NORTHING	N-METERS	EASTING	E-METERS	N-LATITUDE	N-LONGITUDE	COMBINED SCALE FACTOR	CONVERGENCE ANGLE
OURMAN AZ MB 8	467519	1420,329.224	434,746.017	728,933.411	225,227.254	29°10'58.1968"	080°47'54.4302"	0.9999403	(+/-) 0" 16.2"
BREVARD GPS 1090	467524	1422,245.468	433,682.642	740,680.033	225,759.744	29°14'1.6120"	080°44'14.9814"	0.9999404	(+/-) 0" 21.7"
115 73404	467246	1418,452.318	431,735.530	746,854.044	227,641.267	29°13'48.2760"	080°47'05.1124"	0.9999520	(+/-) 0" 29.6"

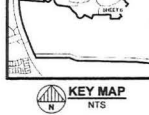
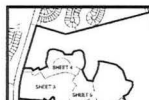
THE COORDINATE VALUES SHOWN ON THE PLAT BOUNDARY AND THE SURROUNDING STREET CORNERS WERE COMPUTED USING AUTODESK LAND DEVELOPMENT DESKTOP, A PROJECT SCALE FACTOR OF 0.99995033 WAS USED TO CONVERT GRID DISTANCE TO GRID DISTANCE. THE DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES. THE PROJECT SCALE FACTOR CAN BE APPLIED TO THE GROUND DISTANCE TO GRID DISTANCE, ALL OF THE VALUES SHOWN ARE EXPRESSED IN U.S. SURVEY FEET.

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

SEE SHEET 2 FOR DESCRIPTION AND TRACT TABLE



LOCATION MAP



KEY MAP

ABBREVIATIONS

- MINUTES/SECONDS/DEGREES
- AC ACRES
- AL ARC LENGTH
- B/CB BEARING OF CURVE
- CH CHORD BEARING
- CH CHORD LENGTH
- CM CONCRETE MONUMENT
- DE PRIVATE DRAINAGE EASEMENT
- DEL CENTRAL DELTA ANGLE
- E EAST
- EOC END OF CURVE
- EX EXISTING
- FBL FRONT BUILDING RESTRICTION LINE
- FO FOUNT
- FT FOOT/FEET
- N NORTH
- NR NON-RADIAL
- NTS NOT TO SCALE
- NTI NON-TANGENT INTERSECTION
- NTL NON-TANGENT LINE
- OR/OB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PCC POINT OF COMPOUND CURVATURE
- PCP PERMANENT CONTROL POINT
- PCT PREFERRED COVER TYPE
- PD PARKER-KALEN MAIL AND DISK
- PDS (PAGES)
- POR POINT OF BEGINNING
- PSC POINT OF COMMENCEMENT
- PRC POINT OF REVERSE CURVATURE
- PSE PUBLIC SIDEWALK EASEMENT
- P.U.D. PLANNED UTILITY DEVELOPMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R RADIAL
- R/W RIGHT-OF-WAY
- TYP TYPICAL
- VSD VIERA STEWARDSHIP DISTRICT

PLAT BOOK _____ PAGE _____

SHEET 1 OF _____

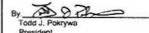
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

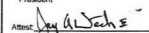
DEDICATION

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

ARIPEKA AT VIERA - PHASE 1

herely dedicates said lands and this plat for the uses and purposes therein expressed, and herely dedicates to Brevard County Tract "P" for uses and purposes described in the plat notes and a perpetual easement over and across Tract "22" and all private streets therein for the ingress and egress of emergency vehicles, for public service and law enforcement purposes, and for the maintenance, repair, installation and operation of public utilities, and herely dedicates that all other easements and common areas shown herein be owned and maintained privately or by the Viera Stewardship District as described herein and that Brevard County and the public have no right or interest therein.

By: 
Todd J. Polynowski
President

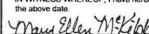
Attest: 
Jay A. Decatur, III
Secretary

THE VIERA COMPANY
7300 MURRELL ROAD, SUITE 201
MELBOURNE, FLORIDA 32940

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, the undersigned, Todd J. Polynowski and Jay A. Decatur, III, respectively President and Secretary of the above named Viera Company, a Florida corporation, and I, the undersigned, a Notary Public for the State of Florida, are personally known to me ☒ or have produced ☐ as identification.

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


Mary Ellen McKinnon
Notary Public, State of Florida
My Comm. Expires July 25, 2023
Comm. No. G0344647

NOTARY PUBLIC

Mary Ellen McKinnon
Notary Public, State of Florida
My Comm. Expires July 25, 2023
Comm. No. G0344647

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on 09/20/21 he completed the boundary survey of the lands shown on the foregoing plat, and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and County Ordinance 22-2941(c)(6) as amended, and that the plat is a true and correct representation of the survey.


Michael J. Sweeney
Professional Surveyor & Mapper No. 4870

Michael J. Sweeney
Professional Surveyor & Mapper No. 4870

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Professional Surveyor & Mapper No. 4870

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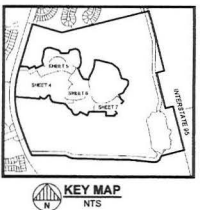
Michael J. Sweeney
Professional Surveyor & Mapper No. 4870

Michael J. Sweeney
Professional Surveyor & Mapper No. 4870

PLAT BOOK ____, PAGE ____
SHEET 2 OF 7
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

[illegible]

- MINUTES/FEET
- SECONDS/INCHES
- DEGREES
- AC ACRES
- AL ARC LENGTH
- B BEGINNING OF CURVE
- CB CHORD BEARING
- CI CHORD LENGTH
- CM CONCRETE MONUMENT
- CP PRIVATE DRAINAGE EASEMENT
- DEL DELTA/DELTA ANGLE
- E EAST
- END END OF CURVE
- EX EXISTING
- RL FRONT BUILDING RESTRICTION LINE
- FD FOUND
- F FOOT/FEET
- N NORTH
- NR NON-RADIAL
- NS NOT TO SCALE
- NTI NON-TANGENT INTERSECTION
- NT NON-TANGENT LINE
- OF OFFICIAL RECORDS BOOK
- P PLAT BOOK
- PC POINT OF COMPOUND CURVATURE
- PER PERMANENT CONTROL POINT
- PFI PERFORMED CURVE
- PK PARKER-KALEN MAIL AND DISK
- S PAGE(S)
- DB POINT OF BEGINNING
- DC DATE OF COMMENCEMENT
- DE POINT OF REVERSE CURVATURE
- E PUBLIC SIDEWALK EASEMENT
- ED END OF UNIT DEVELOPMENT
- E PUBLIC UTILITY EASEMENT
- R RADIUS
- WD RIGHT-OF-WAY
- P TYPICAL
- WE WEAVER STADIUM DISTRICT



TRACT TABLE			OWNERSHIP
TRACT NAME	AREA (ACRES)	DESCRIPTION	
OS N1-1	3.62	OPEN SPACE, SIDEWALKS, SHARED USE TRAIL, LANDSCAPING, IRRIGATION, DRAINAGE, SIGNAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
OS N1-2	11.02	OPEN SPACE, SIDEWALKS, LANDSCAPING, IRRIGATION, WET DRAINAGE SYSTEM, UTILITIES, SIGNAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
OS N1-3A	18.34	OPEN SPACE, SIDEWALKS, SHARED USE TRAIL, LANDSCAPING, IRRIGATION, DRAINAGE, WETLAND PRESERVATION AND UPLAND BUFFERS, SIGNAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
OS N1-4	0.41	OPEN SPACE, SIDEWALKS, LANDSCAPING, IRRIGATION, DRAINAGE, SIGNAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT A	2.86	WALL, SIDEWALKS, SIGNAGE, VSD DRAINAGE SYSTEM FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT D	3.17	WALL, SIDEWALKS, SIGNAGE, VSD DRAINAGE SYSTEM FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT F	3.43	WALL, SIDEWALKS, SIGNAGE, VSD DRAINAGE SYSTEM FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT G	0.10	SIDEWALKS, LANDSCAPE, IRRIGATION, DRAINAGE, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT P	0.04	SANITARY SEWER LIFT STATION AND RELATED IMPROVEMENTS	BREVARD COUNTY
TRACT S	0.07	SIDEWALKS, UTILITIES, DRAINAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT Y	4.21	WALL, SIDEWALKS, SIGNAGE, VSD DRAINAGE SYSTEM FACILITIES, LANDSCAPING, IRRIGATION, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT Z	1.00	PEDESTRIAN ACCESS MAILBOX FACILITY, SHARED USE TRAIL, LANDSCAPING, UTILITIES AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION
TRACT ZZ	9.00	INGRESS/EGRESS, SIGNAGE, PUBLIC & PRIVATE UTILITIES, STORMWATER DRAINAGE AND RELATED IMPROVEMENTS	ARIPEKA NEIGHBORHOOD ASSOCIATION

- THIS PLAT PREPARED BY -

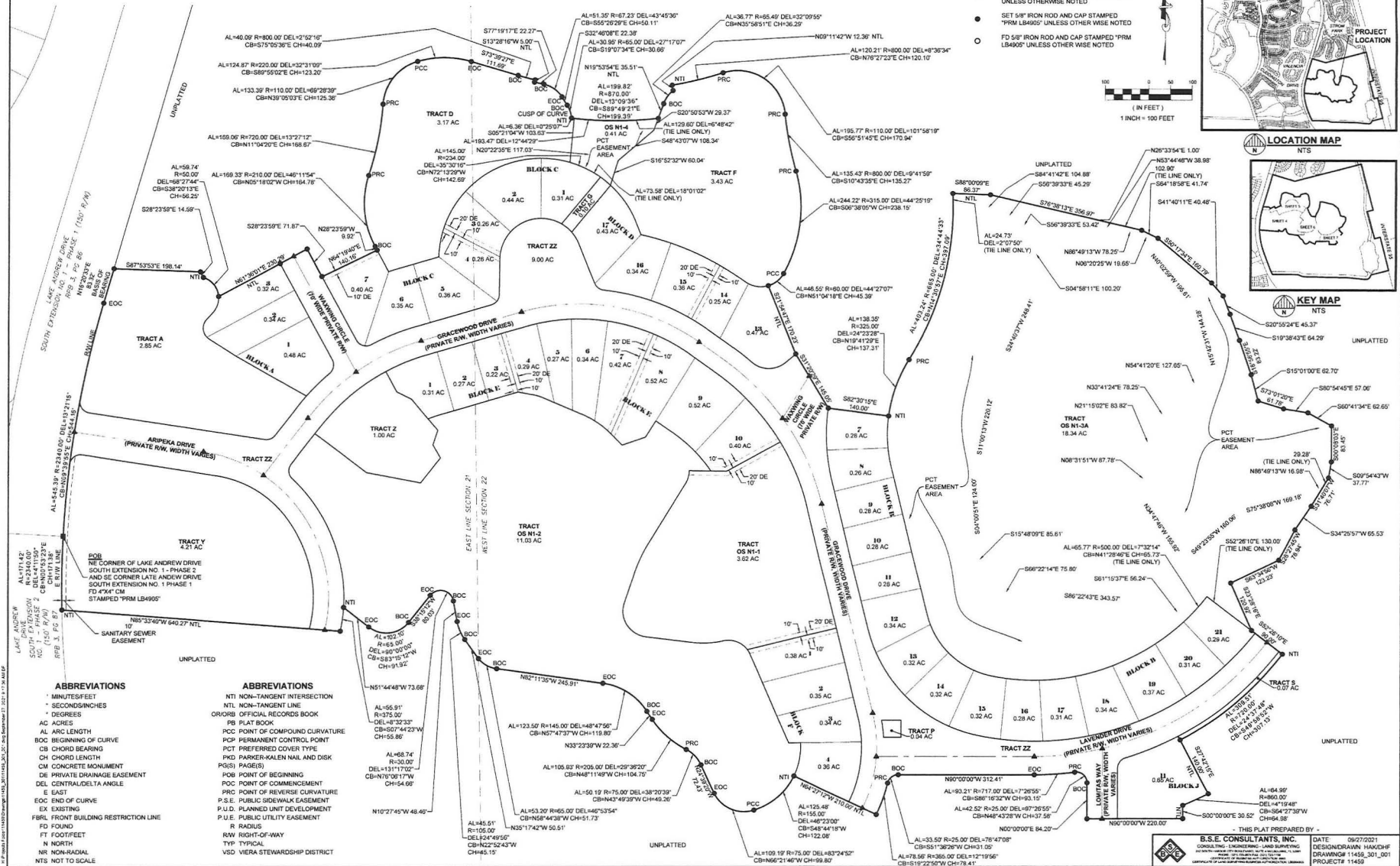
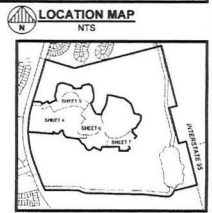
B.S.E. CONSULTANTS, INC. CONSULTING - ENGINEERING - LAND SURVEYING 212 WESTMINSTER CITY BOULEVARD, SUITE 100, WILMINGTON, NC 28401 PHONE: (252) 236-4674 FAX: (252) 236-1158 (CERTIFICATE OF BUSINESS AUTHORIZATION #66) (CERTIFICATE OF LAND SURVEYING JUDICIAL AUTHORIZATION #100666)	DATE: 08/27/2021 DESIGN/DRAWN: HAK/DHF DRAWING# 11459_301_002 PROJECT# 11459
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ARIPEKA AT VIERA - PHASE 1 **SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST** **BREVARD COUNTY, FLORIDA**

SURVEY SYMBOL LEGEND

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

PLAT BOOK _____ PAGE _____
 SHEET 3 OF 7
 SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST



B.S.E. CONSULTANTS, INC.
 CONSULTING - ENGINEERING - LAND SURVEYING
 11455 301ST DRIVE, SUITE 100, VIERA, FLORIDA 32986
 PHONE: (321) 939-1100 FAX: (321) 939-1101
 WWW.BSECONSULTANTS.COM
 DATE 06/27/2021
 DESIGNED/DRAWN HAKHOV
 DRAWN 11455_301_001
 PROJECT# 11455

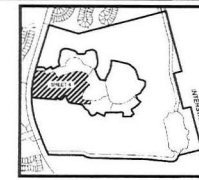
ARIPEKA AT VIERA - PHASE 1

SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

SURVEY SYMBOL LEGEND

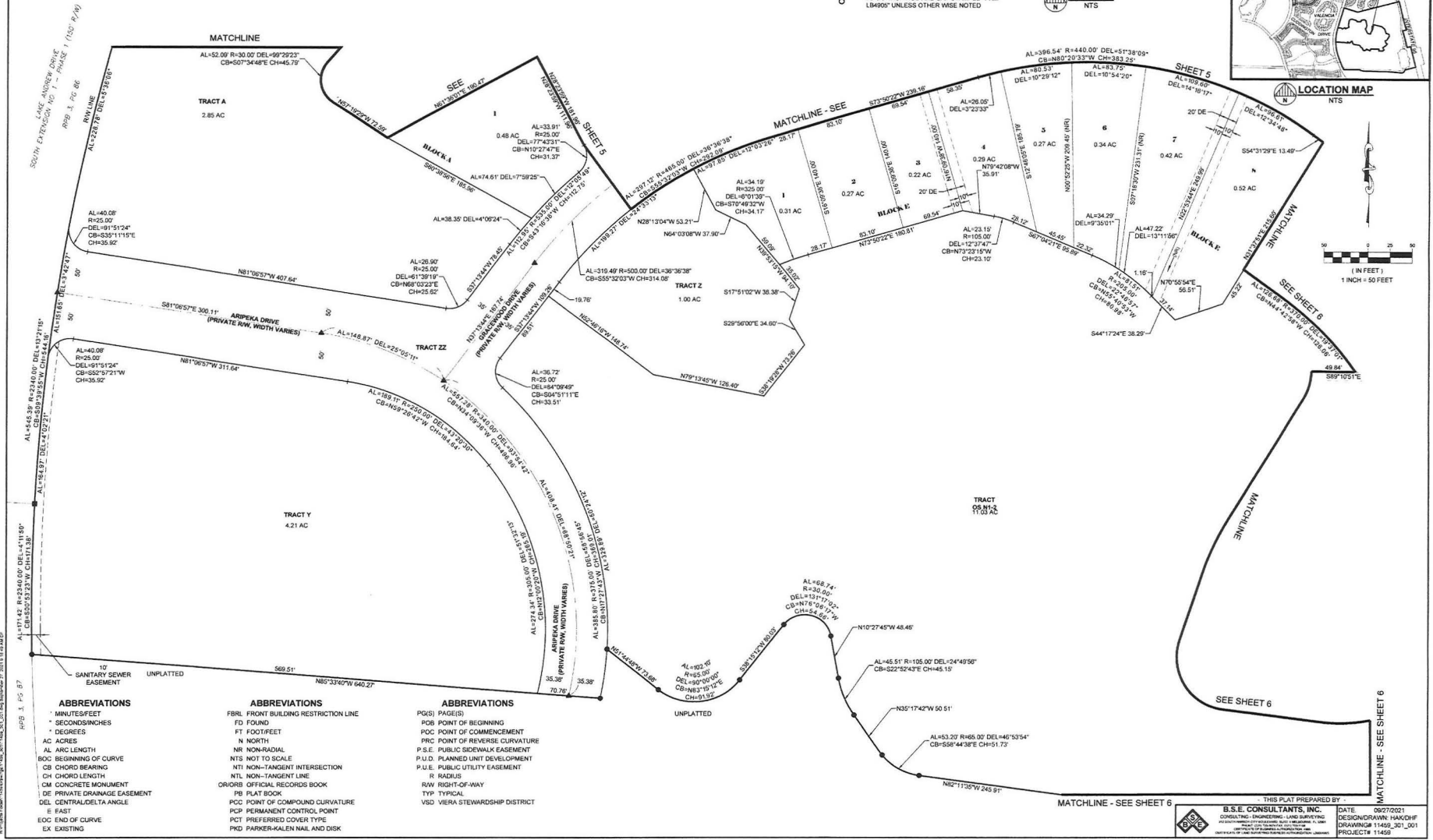
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SHEET 4 OF 7

SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST



ARIPEKA AT VIERA - PHASE 1

SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

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SHEET 5 OF 7
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

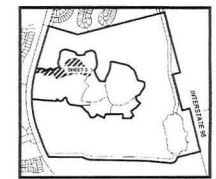


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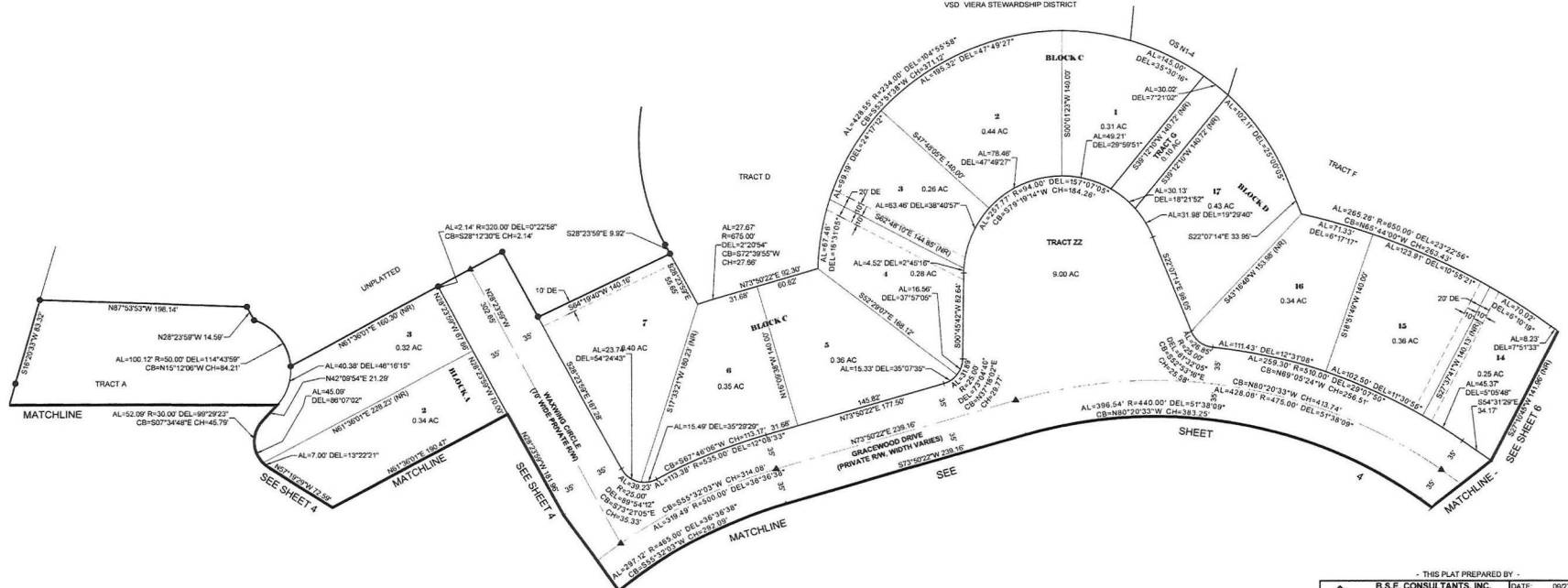


LOCATION MAP
NTS



KEY MAP
NTS

- #### ABBREVIATIONS
- M MINUTES/FEET
 - S SECONDS/INCHES
 - D DEGREES
 - AC ACRES
 - AL ARC LENGTH
 - BOC BEGINNING OF CURVE
 - CB CHORD BEARING
 - CH CHORD LENGTH
 - CM CONCRETE MONUMENT
 - DE PRIVATE DRAINAGE EASEMENT
 - DEL CENTRAL/DELTA ANGLE
 - E EAST
 - EOC END OF CURVE
 - EX EXISTING
 - FRSL FRONT BUILDING RESTRICTION LINE
 - FD FOUND
 - FT FOOT/FEET
 - N NORTH
 - NR NON-RADIAL
 - NTS NOT TO SCALE
 - NTI NON-TANGENT INTERSECTION
 - NTL NON-TANGENT LINE
 - OR/ORS OFFICIAL RECORDS BOOK
 - PB PLAT BOOK
 - POC POINT OF COMPOUND CURVATURE
 - PCP PERMANENT CONTROL POINT
 - PCT PREFERRED COVER TYPE
 - PKD PARKER-KALEN NAIL AND DISK
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PRC POINT OF REVERSE CURVATURE
 - P.S.E. PUBLIC SIDEWALK EASEMENT
 - P.U.D. PLANNED UNIT DEVELOPMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - R RADIUS
 - RW RIGHT-OF-WAY
 - TYP TYPICAL
 - VSD VIERA STEWARDSHIP DISTRICT



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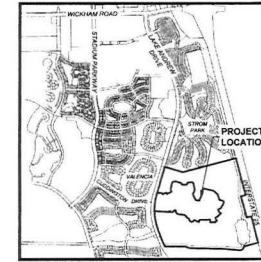
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DESIGN/DRAWN: HAKUCHI
DRAWING: 11455_201_001
PROJECT: 11455

ARIPEKA AT VIERA - PHASE 1

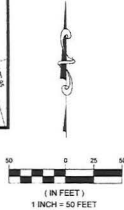
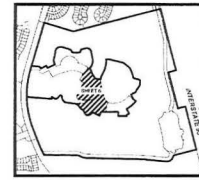
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

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PLAT BOOK _____, PAGE _____
SHEET 8 OF 7
SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST

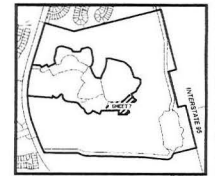


ARIPEKA AT VIERA - PHASE 1 **SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST** **BREVARD COUNTY, FLORIDA**

PLAT BOOK _____ PAGE _____
 SHEET 7 OF 7
 SECTIONS 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST



LOCATION MAP
 NTS



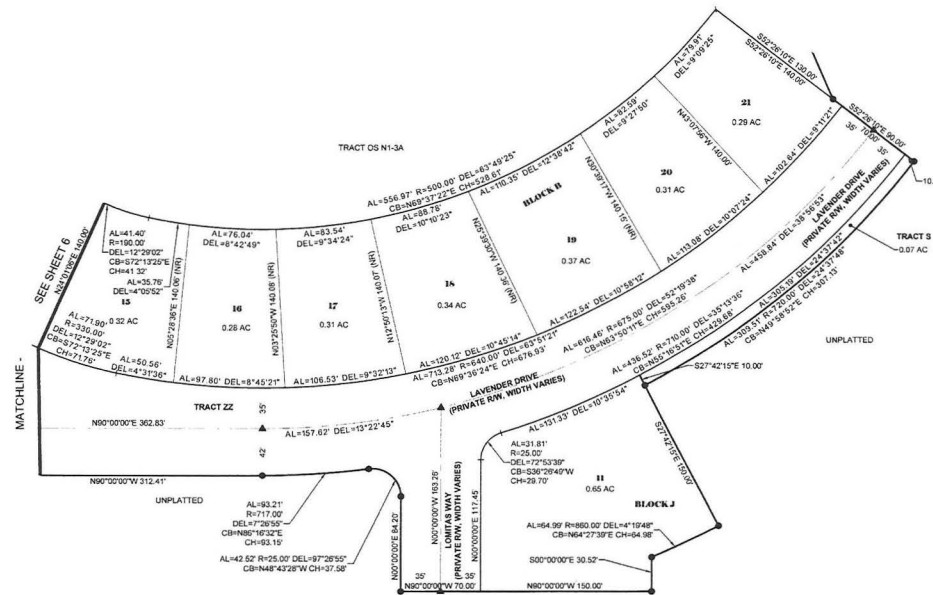
KEY MAP
 NTS

SURVEY SYMBOL LEGEND

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ABBREVIATIONS

- * MINUTES/FEET
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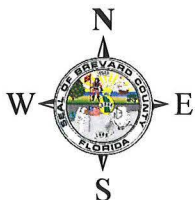
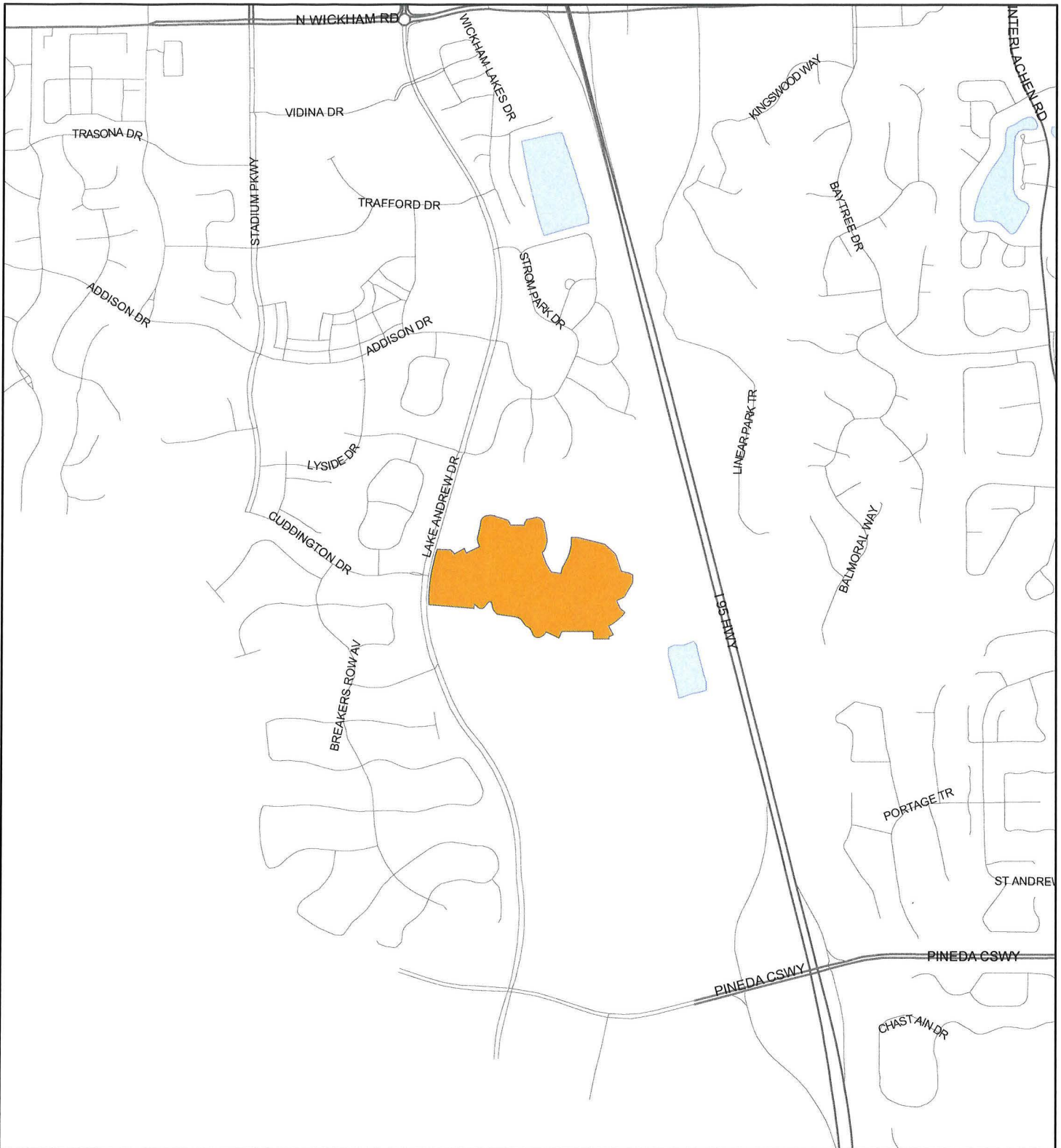


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LOCATION MAP

ARIPEKA AT VIERA - PHASE 1

21FM00013



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: 9/28/2021

RESOLUTION 23-

WHEREAS, the Board of County Commissioners of Brevard County, Florida and The Viera Company entered into a contract to guarantee the construction of improvements on property commonly known as Aripeka at Viera, Phase 1.

WHEREAS, by execution of the Contract, the Board of County Commissioners of Brevard County, Florida agreed to accept said improvements for private use at such time as said improvements were satisfactorily completed; and

WHEREAS, The Viera Company completed all of the infrastructure improvements and has requested that the executed contract approved on October 26, 2021 be released and release of all undisbursed funds referenced in the Contract hereinabove described.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Brevard County, Florida that:

1. The Board of County Commissioners of Brevard County, Florida hereby acknowledges that there is satisfactory completion of all improvements to that certain real property commonly known as Aripeka at Viera, Phase 1.
2. The Board of County Commissioners of Brevard County, Florida hereby releases the contract and performance bond executed on October 26, 2021.
3. This Resolution shall take effect immediately upon adoption.

DONE, ORDERED, AND ADOPTED in Regular Session the 4th day of April, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk of the Court

By: _____
Rita Pritchett, Chair
As approved by the Board on April 4, 2023



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.3.

4/4/2023

Subject:

Approval, Re: Interlocal Agreement with the School Board of Brevard County, Florida Regarding Improvements to Hoover Middle School, District 5

Fiscal Impact:

\$3,000,000 ARPA Funds

Dept/Office:

Parks and Recreation

Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair to execute the Interlocal Agreement and any Renewals and Amendments, upon the approval of the County Attorney's Office and Risk Management and authorize the County Manager to approve any necessary budget change requests.

Summary Explanation and Background:

On October 25, 2022, the Board of County Commissioners approved Item I.2. Said item included the approval of expenditures of ARPA funds in the amount of \$3.5 million for Capital Improvements for Parks in the South Area.

The Interlocal Agreement seeks to invest \$3 million for infrastructure at Hoover Middle School. Potential infrastructure improvements could include

- Renovating soccer fields
- Removing existing lighting, upgrading and installing new field lighting
- Installing a new restroom
- Relocating an irrigation pump and well
- Installing a new playground and shade structure
- Installing fencing
- Installing bleachers
- Expanding and improving parking area

- Constructing a new basketball court

The term of this Agreement is 25 years with potential renewals of 1-year terms until terminated.

Clerk to the Board Instructions:

Email Mary Ellen Donner at MaryEllen.Donner@brevardfl.gov <<mailto:MaryEllen.Donner@brevardfl.gov>> or call 321-633-2046 when ready for pickup

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT**, ("Agreement") entered into this _____ day of _____ 2023, by and between BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, a public corporation and governing body of the school district of Brevard County, duly created in accordance with Article IX, Section 4(b) Florida Constitution, and Chapter 230, Florida Statutes, hereinafter referred to as the "School Board".

RECITALS

WHEREAS, the governing bodies of the County and the School Board are mutually interested in an adequate program of community recreation; and

WHEREAS, in the interest of providing the best services with the least possible expenditure of public funds, cooperation between the County and the School Board is desirable; and

WHEREAS, this joint agreement is entered into for the purpose of expanding public recreational facilities within the county; and

WHEREAS, said governing bodies are authorized by Chapter 57-1166 of the Special Acts of Florida to enter into mutual agreements with each other, and to do any and all things for the mutual benefit or each of said boards; and

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, permits any political subdivision of the State of Florida to exercise jointly with another political subdivision of the State of Florida, any power, privilege, or authority which said political subdivision share in common and which each might exercise separately; and

WHEREAS, the acquisitions, ownerships, custody, operation, maintenance, lease or sale of real property are all permitted purposes of an interlocal agreement under the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, political subdivisions may provide for the manner of allocating any liabilities that might be incurred through the performance of an interlocal agreement and insuring against such liabilities; and

WHEREAS, the County and School Board, has in the past, entered into various agreements relating to recreation and is desirous of entering into a long-term agreement for Hoover Middle School located at 2000 Hawk Haven Drive, Indialantic, FL 32903; and

WHEREAS, the County seeks to invest \$3 million dollars in improving Hoover Middle School athletic fields and associated amenities;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and the School Board do hereby agree to cooperate with each other in carrying out the above purposes, and to that end do hereby agree as follows:

1.0 RECITALS.

The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference.

2.0 TERM.

The term of this Agreement begins on upon the signature of both Parties and ends twenty-five (25) years from that date unless extended or modified in accordance with this Agreement. Upon conclusion of the term, this agreement shall automatically renew for one (1) year terms until terminated.

3.0 PUBLIC RECORDS.

3.1 If a request to inspect or copy public records relating to this agreement is received by the County and the School Board, such requests will be handled pursuant to Section 119, Florida Statutes and any internal County or School Board policy or procedure.

3.2 If there are questions regarding the application of Chapter 119, Florida Statutes, the duty to provide Public Records relating to this Agreement, contact the Custodian of Public Records. Custodian of Public Records for County: Patricia Strickland, 2725 Judge Fran Jamieson Way, Building B, Suite 203, Viera, Florida 32940: Patricia.Strickland@Brevardfl.gov (321)633-2046. Custodian of Public Records for School Board is recordsrequest@BrevardSchools.org

4.0 E-VERIFY.

The County and the School Board shall comply with Chapter 448.095, Florida Statutes with regards to E-Verify.

5.0 IMPROVEMENTS.

Any and all design, construction and location of any and all site improvement projects must receive approval and be coordinated with the School Board Superintendent or designee prior to installation in accordance with the School Board's rules and regulations and shall not be unreasonably denied. The County shall obtain any required permits for the infrastructure improvements. The School Board Building Official is the Agency Having Jurisdiction (AHJ) for building permits. The School Board shall not charge the County for any School Board permits required for site improvement projects.

The County initially seeks to invest \$3 million at Hoover Middle School. Potential infrastructure improvements could include but are not limited to:

- Renovating of soccer fields
- Removing existing lighting, upgrade and install new field lighting
- Installing new restroom
- Relocating irrigation pump / well
- Installing a playground and shade structure
- Installing fencing
- Installing bleachers
- Expanding and improving parking area
- Constructing a new basketball court

The decision(s) as to timing, location and scope of improvements funded by the County rests solely with the County. The infrastructure improvements would be constructed in the Improvement Area as outlined in Exhibit "A" which is incorporated by reference.

6.0 INSURANCE.

The County shall name and maintain the Board as an additional insured on the County's liability policy. The Board shall provide the County with a copy of a "Notice of Coverage" upon request of the County.

Each party shall, at all times, maintain liability insurance in amounts of \$200,000 per claimant and \$300,000 per occurrence, or such higher limits as may be imposed by any future amendments to Section 768.28 Florida Statutes. Such insurance may be provided by a self-insured reserve program.

7.0 HOLD HARMLESS / INDEMINIFICATION.

To the extent allowed by law and subject to the provisions set forth in Sec. 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement. Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Sec. 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

Nothing in this agreement shall be deemed as a waiver of sovereign immunity for either the County or the School Board beyond any statutory limited waiver which may have been or may be adopted by the Florida Legislature and nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity. Nothing herein shall be construed as a waiver of the County's or School Board's sovereign immunity, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations and claims. Nothing in this agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim or cause of action which would otherwise be barred by sovereign immunity or by operation of law.

7.2 The Parties shall comply with all applicable federal laws, state laws, local ordinances, and the policies and regulations of the County and the School Board. In the event of a conflict between School Board and County policies and/or regulations, the School Board policies/regulations prevail.

7.3 Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

7.4 The County and School Board have the option of contracting with an outside agent or third-party entity for the use of each other's property for recreational pursuits. If either party exercises this option, they shall inform the other party and

obtain approval of their intentions prior to allowing the outside party the use of property owned by the other entity. Should the County and School Board exercise this option with a non-governmental agent or third-party the County / School Board shall commence a written contract with that non-governmental agent or third-party. The contract shall include both the County and School Board in indemnification, hold harmless clause and an additional insured provision, to the limits required in Section 6.0 of this Agreement. The following wording shall be in the contract:

"The User shall indemnify and hold the Brevard County Board of County Commissioners (County and/or the School Board of Brevard County (School Board); its agents, servants and employees; harmless from all liability for any injury or damage which occurs at any and all locations on any property or in any facility made available to the User by the County or School Board pursuant to this agreement and which occurs during the course of any program or activity sponsored by the User. This agreement includes claims of intentional discriminatory acts that occur in the course of use or operation. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the County and School Board harmless for liability for any negligence on the part of the County and School Board. The User's promise to indemnify and hold harmless also includes an obligation to assume full responsibility and expense of investigation, litigation, judgement and/or settlement of any complaint, claim or legal action."

Agents and third-party entities are defined as any individual or entity hired or contracted by the County or School Board to perform services on their behalf. An example of this would be a Recreation Partner providing Little League Baseball, Soccer and the like. A copy of the contract with the agent or third-party shall be provided to the Risk Management Department for the County and the School Board no later than 10 days after the contract is signed. Should the County or School Board fail to obtain a written contract from the third-party entity that is using the non-moving entity's property, the entity that was responsible for obtaining the written contract shall be fully and completely responsible for the cost associated with any cost, repair, damage, award, etc. Nothing herein shall be construed as a waiver of sovereign immunity or the provisions of Section 768.28 Florida Statutes.

8.0 ASSIGNMENT.

This Agreement may not be assigned. This provision is not intended to prevent or prohibit the County or the School Board from charging an approved fee to third parties for the use of facilities.

9.0 ATTORNEY'S FEES.

In the event of any litigation or arbitration between the parties relating to this agreement, each party shall bear its own attorney's fee and costs, including appellate fees and costs. The termination of the agreement by the County or School Board by reason of default by another party shall not relieve the parties of any obligations theretofore accrued under this agreement prior to the effective date of such termination.

10.0 USAGE

10.1 The School Board will make Hoover Middle School athletic facilities available to the County for community recreational activities after school hours, evenings, weekends and holidays. Hoover Middle School athletic facilities shall specifically include the athletic fields, lighting, the playground, the parking lot and the new restroom. This term shall not include the track, the tennis courts and the basketball courts.

10.2 Facility Use:

A. The Hoover Middle School athletic facilities shall be for the exclusive use of the School Board during school hours or school activities during the regular or modified calendar school year.

B. The School Board hereby grants the right to use the recreational facilities to the County during non-school hours and excluding sanctioned school activities.

C. The County reserves the right to coordinate and enter into agreements with the various municipalities and Recreation Partners for providing recreational activities. When the County is not using the recreational facilities, the control and responsibility of said facilities revert to the School Board.

D. The School Board authorizes the County, or its Recreation Partners to operate concessions. Alcoholic beverages and tobacco or tobacco like products shall be prohibited. The School Board agrees that they will not be entitled to any portion of the concession revenues.

E. The facility use priority is established as

- a. Hoover Middle School
- b. County including Recreation Partners
- c. Any School Board usage other than Hoover Middle School

d. Community

F. On or before July 1 of each year, the County shall provide the Hoover Middle School principal with a usage schedule for the upcoming year. The usage schedule information shall include the name of the group or organization, their contact information and a copy of their insurance as appropriate. On or before September 1 of each year, the Hoover Middle School principal shall provide the County with a school usage schedule.

10.3 Maintenance of Facilities. The County agrees to maintain the Hoover Middle School athletic facilities at a standard appropriate for public use. If a new restroom is constructed, the County shall maintain said restroom only during County usage. The School Board may use the new restroom for its purposes upon request to the County. The County shall not be responsible for the basketball court, the tennis courts, the track or the existing restroom. Should the School Board retain the existing restroom, the School Board shall be responsible for the maintenance of that restroom and associated infrastructure. The School Board reserves the right to monitor maintenance responsibilities.

10.4 Utilities. The County shall pay for the associated athletic field lighting fees and waste removal fees related to County usage. The School Board shall pay for water and sewer service to the restroom. Should the School Board observe any damage to the utilities they shall promptly notify the County.

10.5 Resolutions of Disputes. In the event of any dispute or difference arising as a result of a County recreation program being conducted at Hoover Middle School, said dispute or difference shall be appealed to the Director of Parks and Recreation Department. For disputes arising from School Board use of Hoover Middle School, said dispute shall be appealed to the Hoover Middle School principal. If the dispute cannot be resolved, the affected parties may appeal to the County Manager for disputes arising regarding a County use or the School Board Superintendent for a School Board use.

10.6 It is understood and agreed that personnel employed by the County shall be under the supervision and control of the County when using Hoover Middle School in accordance with this agreement. Nothing in this agreement shall be interpreted or construed to constitute employees or agents of one party to be the employees, agents or representative of the other party. Persons employed by either party to the agreement shall have no claim against the other party for pension, worker's compensation, unemployment compensation, civil service, or any other employee benefit, right or privilege granted by operation of law, or otherwise. This agreement shall not confer any third-party beneficiary status upon any employee or agent of the other party. It is

understood that Recreation Partners, their representatives, agents, employees and volunteers are not employees of the County.

11.0 SEVERABILITY.

If any clause or provision of this agreement is illegal, invalid or unenforceable under present or future laws (the deletion of which would not adversely affect the receipt of any material benefit or substantially increase the burden of any part hereto) effective during this Term, then and that event, it is the intention of the parties that the remainder of this agreement, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by the agreement upon the parties shall be cumulative but restricted to those given by law.

12.0 TIME OF ESSENCE.

Time is of the essence of this agreement and each and all of its provisions.

13.0 VENUE AND WAIVER OF JURY TRIAL.

The venue of any suit or proceeding brought for the enforcement of or otherwise with respect to this agreement shall always be lodged in the State Courts of the Eighteenth Judicial Circuit in and for Brevard County, Florida. To the extent permitted by law **COUNTY AND SCHOOL BOARD EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.**

14.0 GOVERNING LAW.

This agreement shall be governed, interpreted and construed according to the law of the State of Florida.

15.0 COMPLIANCE WITH LAWS AND POLICIES.

The use of the property shall be in accordance with all applicable, federal, state, and local laws and the policies and procedures of the School Board and the County. It shall be each Party's responsibility to be aware of and comply with all federal, state, and local laws in the exercise of its rights and duties under this agreement.

16.0 MODIFICATION TO AGREEMENT.

This Agreement constitutes the entire agreement between the County and School Board and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Parks and Recreation Director and the Assistant Superintendent Facilities Services may make minor amendments to facility usage.

17.0 TERMINATION.

This Agreement can be terminated by the County with or without cause. The School Board shall provide written notice to the County in the event of the County's failure to comply with the terms of this Agreement. The School Board may terminate this Agreement in the event the County fails to correct any failure to comply with the terms of this Agreement within ninety (90) days of receipt of said notice.

18.0 NOTICES.

Any notice required to be provided herein shall be directed to the parties' chief executive officers at the following addresses:

BOARD OF COUNTY COMMISSIONERS

Office of the County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

Office of the Superintendent
2700 Judge Fran Jamieson Way
Viera, FL 32940

Copies of the Notices shall be mailed to the Parks and Recreation Director, 2725 Judge Fran Jamieson Way, Building B, Suite 203, Viera, Florida 32940, the Assistant Superintendent Facilities Services at 2700 Judge Fran Jamieson Way, Viera, Florida 32940 and the Hoover Middle School principal at 2000 Hawk Haven Drive, Indialantic, FL 32903.

19.0 REPRESENTATIVES.

Each party hereto reserves the right to exercise its functions hereunder through its properly designated delegates, designees or representatives.

20.0 DISPOSITION OF PROPERTY.

It is hereby mutually agreed and understood that any improvement located thereon and not permanently attached thereto may be removed by the County should the agreement terminate.

21.0 EFFECTIVE.

This agreement shall take effect when adopted by the County and the School Board and is fully executed by their duly authorized representatives. The effective date shall be the date the last party signs the agreement.

{Remainder of this page left blank}

BE IT FURTHER RESOLVED THAT if any part(s) of this agreement is in conflict with any law, statute or rule of a higher governing body, then such part(s) shall be deemed inoperative to the extent it conflicts therewith and shall be deemed modified to conform to such law, statute, or rule.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have set their hands and seals this _____ day of _____, 2023

ATTEST:

CLERK TO THE BOARD
COMMISSIONERS

BOARD OF COUNTY

By: _____
Rachel Sadoff, Clerk

By: _____
Rita Pritchett, Chair

Reviewed for legal form and content:




Justin Caron, Assistant County Attorney

 SCHOOL BOARD
OF BREVARD COUNTY, FLORIDA

By: _____
Susan Hann
Acting Superintendent

SCHOOL BOARD
OF BREVARD COUNTY, FLORIDA

By:  _____
Mathew Susin, Chair

Reviewed for legal form and content



Paul Gibbs, General Counsel



October 26, 2022

M E M O R A N D U M

TO: Jill Hayes, Budget Office Director

RE: Item 1.2., Allocation of American Rescue Plan Act (ARPA) Second Tranche Funds to Qualified Expenditures Including Infrastructure, Negative Economic Impacts, Public Health, and Revenue Replacement

The Board of County Commissioners, in regular session on October 25, 2022, approved the recommended allocation of not-to-exceed \$39,597,790 million of ARPA funding for qualified expenditures; authorized the County Manager to execute all necessary Budget Change Requests for ARPA-funded expenditures approved by the Board; authorized Purchasing Services to issue and award competitive solicitations; authorized 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; authorized the County Manager to allocate available contingency funds to Board-approved ARPA-funded expenditures as needed; and authorized for the remaining funds to be focused on the infrastructure of road health, with capacity, water, and sewer.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for: Donna Scott
Kimberly Powell, Clerk to the Board

/pp

cc: County Attorney
County Manager
Finance
Purchasing
Risk Management



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.2.

10/25/2022

Subject:

Allocation of American Rescue Plan Act (ARPA) 2nd Tranche funds to qualified expenditures including Infrastructure, Negative Economic Impacts, Public Health, and Revenue Replacement

Fiscal Impact:

Allocation of up-to \$39.6 million of ARPA funding to qualified expenditures

Dept/Office:

Budget Office

Requested Action:

Approval of the recommended allocation of not to exceed \$39,597,790 million of ARPA funding for qualified expenditures; Authorize the County Manager to execute all necessary budget change requests for ARPA funded expenditures approved by the Board; Authorize Purchasing Services to issue and award competitive solicitations; 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; Authorize the County Manager to allocate available contingency funds to Board approved ARPA funded expenditures as needed

Summary Explanation and Background:

On June 9, 2022, Brevard County received its 2nd Tranche of ARPA funding in the amount of \$58,460,088. To date, \$18,862,298 has been allocated to the following projects, leaving an available balance of \$39,597,790 to be allocated.

Second Tranche Allocation	\$ 58,460,088
----------------------------------	----------------------

Board Approved 2nd Tranche Allocations to Date	Amount
Emergency Operations Center	\$ 12,200,000
Property Appraiser GIS	\$ 1,866,000
COVID Related Medical Claim Reimbursement	\$ 3,596,298
Public Safety Radio Upgrade	\$ 1,200,000
Total Board Approved Allocations To Date	\$ 18,862,298
Remaining 2nd Tranche Available	\$ 39,597,790

The U.S. Department of the Treasury's Final Rule incorporated significant changes to include: Improvements to the revenue loss calculation; New eligible water and sewer projects; Expansion of eligible capital expenditure projects; Restoration of Public Sector Capacity; Continuation of Assistance to Impacted Communities. To

determine how to most effectively allocate remaining ARPA Funds, County Management coordinated with multiple departments including Utilities Services, Public Works, Natural Resources Management, Housing and Human Services, and Mosquito Control to assess the needs of our community. Priority projects were determined based on shovel readiness and the ability to complete by December 2026, as mandated under ARPA.

Approval is requested to begin the procurement process on the below list of ARPA eligible expenses. Project estimates were used when developing this list of projects, however, once the procurement process is complete, actual cost of each project may be determined and projects will be updated with the current bid price. These proposed allocations include a contingency in the amount of \$5,444,846 (9.31% of the total 2nd tranche), and authorizes the County Manager to shift contingency funds to projects as-needed based on actual bid price.

Attached is Brevard County's 2022 ARPA Recovery Plan Performance Report, which provides additional information on projects being undertaken, including key mandatory performance indicators as required by the U.S. Department of the Treasury.

ARPA Category: Infrastructure - Water & Sewer

• Clean Water: Stormwater

Banana B1124 Elliot Drive Canal Stormwater	\$	79,000
Banana B998 Richland Ave Canal Stormwater	\$	84,000
Huntington Pond Denitrification Retrofit	\$	139,000
Lake Washington Swale - Water Quality Aspect Reduction	\$	200,000
North B116 Lionel Road Modeling & Design of Denitrification Bioreactor	\$	250,000
Banana B1066 Angel Avenue Stormwater	\$	343,000
Street Sweeper-Remove Debris from Roadways	\$	375,000
Dump Trucks, 18 Cubic Yard (2) to Haul Sediment & Aquatic Vegetation	\$	400,000
Basin 958 Pioneer Road Ditch Outfall Stormwater	\$	455,000
Scottsmoor North Stormwater Master Drainage Plan	\$	500,000
Stormwater Performance Retrofits for Existing Ponds	\$	500,000
Equipment for Harvesting Aquatic Weeds	\$	510,000
Hield and Powell Road Stormwater Improvements	\$	575,000
Turpentine Road at Hammock Trail Drainage Culvert Replacement	\$	600,000
West Bay Snug Harbor Sub-Division Stormwater Improvements	\$	600,000
Remote Rain, Wind and Staff Gauge Telemetry Stations	\$	750,000
Evans Road at Hibiscus Drainage Improvements	\$	800,000
Track-Hoe W/Long Reach Boom (2) for Wide Canals and Ditch Cleaning	\$	840,000
Oak Park at Suntree Drainage Improvements	\$	950,000
Kaiser Walking Excavators (2) to Maintain Stormwater Systems Ditches & Canals	\$	970,000
Fay Lake Stormwater	\$	1,000,000
Indialantic Stormwater Improvements	\$	1,230,000
Gradall Excavators (3) for Ditch and Vegetated Swale Maintenance	\$	1,560,000

• Clean Water: Centralized Wastewater Collection Conveyance

Port St John Inflow & Infiltration Prevention	\$	1,000,000
Sykes Creek Inflow and Infiltration Prevention	\$	1,500,000

Sykes Creek Zone T Septic to Sewer	\$	1,660,944
Viera/I-95 Extend Reuse Transmission	\$	1,800,000
Riverside Drive Force Main & Ground Storage Tank - Phase 2	\$	1,800,000
● Clean Water: Other Sewer Infrastructure		
Lift Station N-08 Rehabilitation	\$	305,000
Lift Station N-13 Rehabilitation	\$	430,000
Lift Station N-07 Relocation	\$	800,000
● Clean Water: Nonpoint Source		
North Indian River Dr Road Shoreline Improvement & Drainage Master Plan	\$	750,000
Total Infrastructure - Water & Sewer	\$	23,755,944

ARPA Category: Negative Economic Impacts - Assistance to Households

● Housing Support: Other Housing Assistance		
Affordable/Workforce Housing	\$	2,000,000
● Neighborhood Features that Promote Health & Safety		
Capital Improvements for Parks in the South Area	\$	3,500,000
Total Negative Economic Impacts - Assistance to Households	\$	5,500,000

ARPA Category: Public Health - Other

● Other Public Health Services		
Mosquito Control Entomology Lab Equipment	\$	300,000
Total Public Health Services	\$	300,000

ARPA Category: Revenue Replacement

● Provision of Government Services		
Titusville Maintenance Facility Feasibility & Concept Plan	\$	250,000
Cocoa Maintenance Facility Feasibility & Concept Plan	\$	250,000
Merritt Island Maintenance Facility Feasibility & Concept Plan	\$	250,000
Animal Hospital	\$	1,000,000
Wickham Road & Bridge/Fleet Maintenance Facility Modifications	\$	2,847,000
Total Revenue Replacement	\$	4,597,000

Total Staff Recommendations	\$	34,152,944
Contingency - To be Allocated as Needed (9.31% of Total 2nd Tranche)	\$	5,444,846
Total Allocation	\$	39,597,790

Clerk to the Board Instructions:

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: School Board of Brevard County		2. Amount: \$3 M	
3. Fund/Account #: 1700 302129 5650000		4. Department Name: Parks and Recreation	
5. Contract Description: Hoover Middle School Improvements			
6. Contract Monitor: Patricia Strickland		8. Contract Type: INTERGOVT/LOCAL	
7. Dept/Office Director: Mary Ellen Donner			
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Donner, Mary Ellen

Digitally signed by Donner, Mary Ellen
Date: 2023.03.07 11:52:36 -05'00'

Purchasing

☒
☐

Kathy Willie 3/27/2023

Risk Management

☒
☐

Summer of Expected Use

Digitally signed by Willie-Vill, Summer
Date: 2023.03.08 11:17:29 -05'00'

County Attorney

☒
☐

[Signature]

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.4.

4/4/2023

Subject:

Approval, Re: Budget Change Request

Fiscal Impact:

Dept/Office:

Budget

Requested Action:

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

Summary Explanation and Background:

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

Clerk to the Board Instructions:

Maintain necessary documents for records retention.



Budget Change Request (Form BCC-114)

Brevard County Budget Office

Fund: 1134-Road & Bridge MSTU - District 4

Department: Public Works Department

Date: 3/20/2023

Program: R&B DISTRICT 4 MSTU

Type of Request: Line Item Transfer

Revenue Change:

Expenditure Change:

CIP \$351,361

Operating Expenses (\$351,361)

Total: \$0

Total: \$0

Justification:

This Budget Change Request is for the Municipal Service Tax Unit (MSTU) District 4. This line item transfer is to realign funds from Operating to Capital for the Whispering Pines Drainage project for the remaining design cost (\$17,086) and the construction cost (\$484,275). The design portion of this project was scheduled to be completed in FY 2021-2022, but due to unforeseen circumstances the design was not completed. The construction costs were initially budgeted at \$150,000, however, based on the design proposal the project cost has increased and will now be a capital project due to new infrastructure. This BCR will allocate funds to capital in accordance with Generally Accepted Accounting Principles, which will ensure accurate project tracking and capitalization.

Alternative:

The Budget change request aligns the funds from Operating to Capital improvement. If BCR is not processed, funds will not be accurately tracked in the Capital budget.

SAP Document Number:

50016171

Approval:

LXROAN

Approved

03/09/2023

TMTHOMAS

Approved

03/09/2023

MEBERNATH

Approved

03/09/2023

JJHAYES

Approved

03/19/2023

JDENNINGHOFF

Approved

03/19/2023

FBABBATE

Approved

03/20/2023

APPROVED IN REGULAR SESSION
BOARD OF COUNTY COMMISSIONERS

THIS ____ DAY OF _____ 20__

Rachel Sadoff, Clerk

BY: _____ D.C.



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.5.

4/4/2023

Subject:

Appointment(s) / Reappointment(s)

Fiscal Impact:

N/A

Dept/Office:

County Manager's Office

Requested Action:

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

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

Summary Explanation and Background:

Clerk to the Board Instructions:



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Road, NE

Suite 4

Palm Bay, FL 32905

John.Tobia@Brevardfl.gov

FROM THE DISTRICT 3 COMMISSION OFFICE

ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: Employee Benefits Insurance Advisory Committee

Name of Appointee: Christopher Davis

Home Address: 1113 Westview Dr.

Cocoa, FL 32922

Cell Number: (513) 278-3400

Home Number:

Email Address: Christopher.Davis@Brevardfl.gov

Reappointment: Yes () or No (X)

Replacing: Vacant

Term of Appointment: 4/4/2023-12/31/2023

Office Contact: Bethany Prasad

Date of Request: 4/4/2023

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



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER TOM GOODSON, DISTRICT 2

2575 North Courtenay Parkway

Suite 200

Merritt Island, Florida 32953

D2.Commissioner@Brevardfl.gov

FROM THE DISTRICT 2 COMMISSION OFFICE

ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: **Merritt Island Redevelopment Agency**

Name of Appointee: **Cynthia Wall**

Address: **3605 S Tropical Trail**
Merritt Island, FL 32952

Business Number:

Cell Number: **(352) 316-1010**

Email Address: cynwall@me.com

Reappointment: **Yes () or No (X)**

Replacing: **Eddie Lebron**

Term of Appointment: **04/04/23 – 12/31/26**

Office Contact: **Kerensa Slocum**

Date of Request: **04/04/23**

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



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER TOM GOODSON, DISTRICT 2

2575 North Courtenay Parkway

Suite 200

Merritt Island, Florida 32953

D2.Commissioner@Brevardfl.gov

FROM THE DISTRICT 2 COMMISSION OFFICE

ADVISORY COMMITTEE APPOINTMENT CANDIDATE

Name of Committee: **Merritt Island Redevelopment Agency**

Name of Appointee: **Corey Mecagni**

Address: **4580 Hebron Drive**

Merritt Island, FL 32953

Business Number:

Cell Number: **(321) 223-5302**

Email Address: **cmecagni@delawarenorth.com**

Reappointment: **Yes () or No (X)**

Replacing: **Wendy Ellis**

Term of Appointment: **04/04/23 – 12/31/26**

Office Contact: **Kerensa Slocum**

Date of Request: **04/04/23**

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



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.6.

4/4/2023

Subject:

Bill Folder

Fiscal Impact:

N/A

Dept/Office:

Commission Offices

Requested Action:

Acknowledge receipt.

Summary Explanation and Background:

Exhibit 1 - District 3 Commission Office: DEXimaging Invoice AR9133275, dated 3/20/2023.

Exhibit 2 - District 4 Commission Office: ODP Invoice 293915173001, dated 2/28/2023.

Exhibit 3 - District 5 Commission Office: Culligan Invoice 101019, dated 2/28/2023.

Exhibit 4 - District 2 Commission Office: DEXimaging Invoices AR9119829 & AR9070981 and ODP Invoice 293912150001

Clerk to the Board Instructions:

Please include with the minutes of the April 4, 2023 Regular Meeting.



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



CONTRACT INVOICE

Invoice Number:

AR9133275

Invoice Date:

3/20/2023

Bill To: Brevard County
Accounts Payable
2725 Judge Fran Jamieson Way
Viera, FL 32940
US

Customer: Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
BC18-NAOS	60 DAYS	5/19/2023	\$1.34	\$1.34
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
IBP-BC-AE-07-01		\$1.34	4500114500	3/5/2023	3/4/2028
Contract Remarks					

Contract Lease Charge is the Quarterly billing for Lease.

Summary:

Contract base rate charge for this billing period

\$0.00

Contract overage charge for the 3/5/2023 to 3/26/2023 overage period

\$1.34 **

**See overage details below

\$1.34

Detail:

Equipment included under this contract

490 Centre Lake Drive
District 5 Commission C

Canon/iRC3525i

Number	Serial Number	Base Adj.	Location
307377	XTK02920	\$0.00	Brevard County- Centre Lake Dr 490 Centre Lake Drive Palm Bay, FL 32907 District 5 Commission Office

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
B/W	black meter	9,216	9,249	33	0	33	0.011590	\$0.38
Color	color meter	8,890	8,914	24	0	24	0.039830	\$0.96
								\$1.34

PO: 4500114500

Vendor: 16062

Doc# 5105698660

Cristina Conka

Great News! You can now make your payments online! Make a one-time payment or enroll today using the link below to view your account balance, make payments or review payment history
<https://www.deximaging.com/service/#online-payment>

Did you know you can place your supply order online?

Try <http://www.deximaging.com> and click on "Order Supplies".

Invoice SubTotal	\$1.34
Tax:	\$0.00
Invoice Total	\$1.34
Balance Due:	\$1.34





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

ORIGINAL INVOICE

10068

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS
OR PROBLEMS. JUST CALL US

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

FEDERAL ID:86-2161688

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
293915173001	32.51	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
28-FEB-23	Net 30	03-APR-23

BILL TO:

ATTN: ACCTS PAYABLE
COMMISSIONER DIST 4
BLDG C
2725 JUDGE FRAN JAMIESON
MELBOURNE FL 32940-6605

000362-000061

SHIP TO:

COMMISSIONER DIST 4
BLDG C
2725 JUDGE FRAN JAMIESON
MELBOURNE FL 32940-6605



ACCOUNT NUMBER		BLANKET PO		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
27327334		4500114520		2725/DISTRICT 4		293915173001		27-FEB-23		28-FEB-23	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		FLOOR/BUILDING		COST CENTER	
32516						KATIE WINES		2/C			
CATALOG ITEM #/ MANUF CODE				DESCRIPTION/ CUSTOMER ITEM #		U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
683193 8164				LABEL,IJ,SHIP,WHT,150CT 683193		BX	1	1	0	8.270	8.27
811018 811018OD				FOLDER,HNG,LGL,1/5CUT,25B 811018		BX	1	1	0	24.240	24.24

RECEIVED

MAR 13 2023

DISTRICT 4
COMMISSION OFFICE

Date Received: 3/13/23
PO# 4500114520
Vendor # 2382
Doc # 5105697408
Date: 3/17/23
Signature: *Carol Marallo*
Date Completed:

000362-000061

Would you like to receive your invoices quicker? Inquire about our various electronic formats by
emailing arbillingimplementation@theodpcorp.com.

CONTINUED ON NEXT PAGE...



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

ORIGINAL INVOICE

10068

THANKS FOR YOUR ORDER

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

FEDERAL ID:86-2161688

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
293915173001	32.51	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
28-FEB-23	Net 30	03-APR-23

BILL TO:

ATTN: ACCTS PAYABLE
COMMISSIONER DIST 4
BLDG C
2725 JUDGE FRAN JAMIESON
MELBOURNE FL 32940-6605

SHIP TO:

COMMISSIONER DIST 4
BLDG C
2725 JUDGE FRAN JAMIESON
MELBOURNE FL 32940-6605



ACCOUNT NUMBER	BLANKET PO	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE		
27327334	4500114520	2725/DISTRICT 4	293915173001	27-FEB-23	28-FEB-23		
BILLING ID	ACCOUNT MANAGER	RELEASE	ORDERED BY	FLOOR/BUILDING	COST CENTER		
32516			KATIE WINES	2/C			
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M TAX	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE

SUB-TOTAL	32.51
DELIVERY	0.00
SALES TAX	0.00
TOTAL	32.51

All amounts are based on USD currency

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

RECEIVED

MAR 13 2023

DISTRICT 4
COMMISSION OFFICE

DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
COMMISSIONER DIST 4	32516	293915173001	28-FEB-23	32.51	

FL0 000325167 2939151730014 00000003251 1 9

Please
Send Your
Check to:

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

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

Please DO NOT staple or fold. Thank You.

0

Orders

Order By Item

Shopping Lists

My Files

Subscriptions

Shipment Summary

Shipment 1 Order Number: 293915173-001 Estimated Arrival By: 02/28/2023 View Order Details

Order Information

Account #: 27327334
Your Order Number is: 293915173
Company Name: BREVARD CNTY BOARD

BLK PO: 4500114520
FLR/BLG:2/C
Contact: KATIE WINES
Contact Phone: (321)633-2044

Shipping Information

2725/DISTRICT 4
COMMISSIONER DIST 4
2725 JUDGE FRAN JAMIESON
BLDG C
MELBOURNE,
FL
32940-6605
USA

Payment Information

Account Billing

Order Summary

Shipment 1 Order Date: 02/27/2023
Delivery Date: 02/28/2023 08:30 AM - 05:00 PM Order Number: 293915173-001

Description	Your Price/unit	Qty.	Available	B/O	Total	Comments
 Avery® TrueBlock® Permanent Inkjet Shipping Labels, 8164, 3 1/3" x 4", White, Pack Of 150 Entered Item # 683193  Eco-conscious	\$8.27 / box	1	1	0	\$8.27	
 Office Depot® Brand Hanging Folders, 1/5 Cut, Legal Size, 100% Recycled, Green, Pack Of 25 Entered Item # 811018  Eco-conscious  Recycled content	\$24.24 / box	1	1	0	\$24.24	

Subtotal: \$32.51

Delivery Fee: FREE

Taxes: \$0.00

Total: \$32.51

Customer Service

Company Info

Resources

Shopping

Wines, Katie

From: ODP Business Solutions <noreply_ec@odpbusiness.com>
Sent: Monday, February 27, 2023 9:52 AM
To: Wines, Katie
Subject: Order Confirmation #293915173-001

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.



Hi Katie,

We are confident you will be pleased and look forward to serving you again soon. Note that due to product availability or size, items ordered together may not be shipped together. Shipping confirmation emails will provide details on all shipments.

Order Summary

Subtotal:	\$32.51
Delivery Fee:	\$0.00
Tax:	\$0.00
Order Total	\$32.51

[View Order Details](#)

Delivery

Address: KATIE WINES COMMISSIONER DIST 4 2725 JUDGE FRAN JAMIESON MELBOURNE, FL 32940-6605 USA	Phone Number: (321) 633-2044	Ext: 0000
	Ship to ID: 2725/DISTRICT 4	

Billing

Account #: 27327334
Payment Type: Account Billing

BLK PO: 4500114520
FLR/BLG: 2/C

Shipment 1 of 1

Order #: 293915173-001

Status: In Process

Your estimated delivery date is Tuesday, February 28, 2023



Avery® TrueBlock® Permanent Inkjet Shipping Labels, 8164, 3 1/3" x 4", White, Pack Of 150

\$8.27



Item #683193
Unit Price: \$8.27/box
Qty Ordered: 1



Office Depot® Brand Hanging Folders, 1/5 Cut, Legal Size, 100% Recycled, Green, Pack Of 25

\$24.24



Item #811018
Unit Price: \$24.24/box
Qty Ordered: 1

Subtotal:	\$32.51
Delivery Fee:	\$0.00
Tax:	\$0.00
Order Total	\$32.51

Questions? We're here to help.

Visit our Help Center
Start a self-service return
Chat or Text with us

Download our App for Exclusive Offers



*** PACKING LIST ***

ODP Business Solutions, LLC
1-888-2OFFICE
1801 CYPRESS LAKE DR
ORLANDO FL 32837

Order Number: 293915173-1

Order Summary

Shipping Address

00216
COMMISSIONER DIST 4
2725 JUDGE FRAN JAMIESON
BLDG C
MELBOURNE FL 32940-6605

Customer Information

Customer#: 27327334
Contact: KATIE WINES
Phone#: 321-633-2044

Carton Counts

Repack / Split Case	1
Full Case	0
Bulk	0
Total	1

Additional Information

BLK 4500114520 DISTRICT 4 COMMISS
FLR 2 C
Route/Stop/Door: 0611/000/009
Order Date: 27-Feb-2023
Delivery Date: 28-Feb-2023

Item Details

Line	Quantity			Item Number Mfgr Code Customer Code	Description	Units	Unit Price	Total	Carton ID
	Ordered	Shipped	Back Ordered						
1	1	1	0	683193 8164	LABEL,IJ,SHIP,WHT,150CT	BOX	8.270	8.27	15867601
2	1	1	0	811018 811018OD	FOLDER,HNG,LGL,1/5CUT,25BX,GRN	BOX	24.240	24.24	15867601

Please visit ODPBusiness.com for all
order information including re-orders,
invoice re-prints, parts replacement and
quick easy returns.

Merchandise Total	32.51
Small Order Handling Fee	0.00

Subtotal	32.51
Sales Tax (Exempt)	0.00
Order Total	32.51
Balance Due	0.00

Terms: Acct Bill

15867601
ODP Business Solutions, LLC
1-888-2OFFICE
1801 CYPRESS LAKE DR
ORLANDO, FL 32837

WAVE
02

RTE 0611

STOP 0

WEIGHT

DOOR 9

5.270

BO# 478497

P CB

BATCH

4890 10:42 AM

CUST# 27327334

Location	Qty	UOM	Vendor Item Code	Item Description	Unit Price	Weight	Volume
11 SC 25-15	N 1	BOX	811018OD	FOLDER,HNG,LGL,1/5CUT,25BX,GRN	0811018	0-35854-03395-4	3.700
12 MM 02-33	1	BOX	8164	LABEL,IJ,SHIP,WHT,150CT	0683193	0-72782-08164-0	0.730
				*****END OF CARTON*****			



771 NORTH DRIVE
MELBOURNE, FL 32934
(321) 255-5562 (321) 636-1344
www.culligan.com/locations/fl/brevard-county

IF PAYING BY CREDIT CARD, PLEASE CHECK CORRECT CARD AND FILL OUT BELOW				
<input type="checkbox"/> VISA	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMERICAN EXPRESS	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> PLEASE CHECK BOX TO ENROLL IN AUTOMATIC BILL PAYMENT
CARD NUMBER			V. CODE	
SIGNATURE			EXP. DATE	
DATE	PAY THIS AMOUNT	ACCOUNT NUMBER		
02/28/2023	\$11.50	268847		
INVOICE NUMBER: 101019			AMOUNT PAID \$	

ADDRESSEE:
DISTRICT 5 COMMISSIONER
490 CENTRE LAKE DR NE STE 175
PALM BAY, FL 32907-1177

REMIT PAYMENT TO:
CULLIGAN -MELBOURNE
771 NORTH DR
MELBOURNE, FL 32934-9282



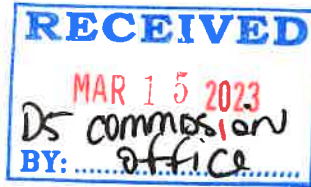
INVOICE
RETURN THIS TOP PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER	SALES		PURCHASE ORDER NUMBER	SHIP VIA	TERMS	NET DUE IN 10 DAYS		
268847	ID	ORDER NUMBER			INVOICE NUMBER	101019	INVOICE DATE	02/28/2023
DATE SHIPPED	QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT	
	ORDERED	SHIPPED						
02/13	2.00	2.00		Tick 800831257 Date 02/13/2023				
02/13	1.00	1.00		P/O Number: 4500083054				
				1/2 LITER CULLIGAN CASE	5.75		11.50	
				SERVICE CHARGE	0.00			
				End of Ticket 800831257				
<p>PO: 450011447 Vendor: 3311 PO# 5105607094</p> <p><i>[Signature]</i> X Kristine Zoula</p>								
Pay on line at www.culligan.com/locations/fl/brevard-county . Please call our office at 321-255-5562 if you need any assistance.								
A LATE PAYMENT FINANCE CHARGE OF 1.384% PER MONTH MAY BE APPLIED ON BALANCES AFTER 30 DAYS				DELIVER TO:		TOTAL		
CULLIGAN -MELBOURNE 771 NORTH DRIVE MELBOURNE, FL 32934 (321) 255-5562 (321) 636-1344				DISTRICT 5 COMMISSIONER STE 175 490 CENTRE LAKE DRIVE NE PALM BAY FL 32907		SALES TAX		
						FREIGHT/DELIVERY CHARGES		
						AMOUNT DUE		
						\$11.50		

ORIGINAL INVOICE RETAIN BOTTOM PORTION FOR YOUR RECORDS



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



CONTRACT INVOICE

Invoice Number:

AR9071003

Invoice Date:

3/7/2023

Bill To: Brevard County
Accounts Payable
2725 Judge Fran Jamieson Way
Viera, FL 32940
US

Customer: Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
BC18-NAOS	60 DAYS	5/6/2023	\$97.15	\$97.15
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
IBP-BC-AE-07-01		\$97.15	4500114500	3/5/2023	3/4/2028
Contract Remarks					

Contract Lease Charge is the Quarterly billing for Lease.

Summary:

Contract base rate charge for the 3/5/2023 to 6/4/2023 billing period	\$0.00
Contract overage charge for this overage period	\$0.00 **
Contract Lease Charge:	\$97.15
	<hr/>
	\$97.15

**See overage details below

Detail:

Equipment included under this contract

490 Centre Lake Drive
District 5 Commission C

Canon/iRC3525i

Number	Serial Number	Base Adj.	Location	Lease
307377	XTK02920	\$0.00	Brevard County- Centre Lake Dr 490 Centre Lake Drive Palm Bay, FL 32907 District 5 Commission Office	\$97.15

Meter Type	Meter Group	Covered	Rate
B/W	black meter	0	0.011590
Color	color meter	0	0.039830

PO: 4500114500
Vendor: 16062
Doc#
5105697093

X
Kristine Zonka

Great News! You can now make your payments online! Make a one-time payment or enroll today using the link below to view your account balance, make payments or review payment history

<https://www.deximaging.com/service/#online-payment>

Did you know you can place your supply order online?

Try <http://www.deximaging.com> and click on "Order Supplies".

Invoice SubTotal	\$97.15
Tax:	\$0.00
Invoice Total	\$97.15
Balance Due:	\$97.15



Tom Goodson, District 2 Commissioner
2575 N. Courtenay Pkwy, Suite 200
Merritt Island, FL 32953

Telephone: (321) 454-6601
www.brevardfl.gov
D2.commissioner@brevardfl.gov



March 2023,

TO WHOM IT MAY CONCERN,

This letter is to acknowledge that all the District 2 Commission Office's purchasing card receipts and purchase order receipts to date have been posted in the BILL FOLDER.

Sincerely,



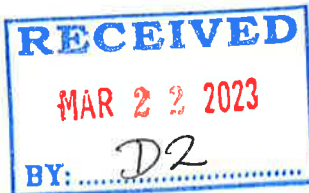
Tom Goodson
County Commissioner
District 2

District 2 Includes

Cocoa • Kennedy Space Center • Merritt Island • Port Canaveral • Cape Canaveral • Avon by the Sea • Cocoa Beach • Snug Harbor • Patrick SFB • Rockledge



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



CONTRACT INVOICE

Invoice Number:

AR9119829

Invoice Date:

3/16/2023

Bill To: Brevard County
Accounts Payable
2725 Judge Fran Jamieson Way
Viera, FL 32940
US

Customer: Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
BC18-NAOS	60 DAYS	5/15/2023	\$4.62	\$4.62
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
1BP-BC-AE-05-01		\$4.62	4500114488	3/5/2023	3/4/2028
Contract Remarks					

Contract Lease Charge is the Quarterly billing for Lease.

Summary:

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 3/5/2023 to 3/22/2023 overage period	\$4.62 **
**See overage details below	\$4.62

Detail:

Equipment included under this contract

2575 N. Courtenay Park

Canon/iRC5540i

Number	Serial Number	Base Adj.	Location
401139	XUP01019	\$0.00	Brevard County - District II Commission Office 2575 N. Courtenay Parkway Merritt Island, FL 32953

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
B/W	black meter	65,856	66,100	244	0	244	0.011590	\$2.83
Color	color meter	15,936	15,981	45	0	45	0.039830	\$1.79
								\$4.62

PO # 4500114488
Doc# 5105697958

Great News! You can now make your payments online! Make a one-time payment or enroll today using the link below to view your account balance, make payments or review payment history

<https://www.deximaging.com/service/#online-payment>

Did you know you can place your supply order online?

Try <http://www.deximaging.com> and click on "Order Supplies".

Invoice SubTotal	\$4.62
Tax:	\$0.00
Invoice Total	\$4.62
Balance Due:	\$4.62





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



CONTRACT INVOICE

Invoice Number: AR9070981
Invoice Date: 3/7/2023

Bill To: Brevard County
Accounts Payable
2725 Judge Fran Jamieson Way
Viera, FL 32940
US

Customer: Brevard County
2725 Judge Fran Jamieson Way
Viera, FL 32940

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
BC18-NAOS	60 DAYS	5/6/2023	\$144.42	\$144.42
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
IBP-BC-AE-05-01		\$144.42	4500114488	3/5/2023	3/4/2028
Contract Remarks					

Contract Lease Charge is the Quarterly billing for Lease.

Summary:

Contract base rate charge for the 3/5/2023 to 6/4/2023 billing period	\$0.00
Contract overage charge for this overage period	\$0.00 **
Contract Lease Charge:	\$144.42
	\$144.42

**See overage details below

Detail:

Equipment Included under this contract

2575 N. Courtenay Park

Canon/iRC5540i

Number	Serial Number	Base Adj.	Location	Lease
401139	XUP01019	\$0.00	Brevard County - District II Commission Office 2575 N. Courtenay Parkway Merritt Island, FL 32953	\$144.42

Meter Type	Meter Group	Covered	Rate
B/W	black meter	0	0.011590
Color	color meter	0	0.039830

PO # 4500114488
Doc # 5105698012

Great News! You can now make your payments online! Make a one-time payment or enroll today using the link below to view your account balance, make payments or review payment history

<https://www.deximaging.com/service/#online-payment>

Did you know you can place your supply order online?

Try <http://www.deximaging.com> and click on "Order Supplies".

Invoice SubTotal	\$144.42
Tax:	\$0.00
Invoice Total	\$144.42
Balance Due:	\$144.42





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

ORIGINAL INVOICE

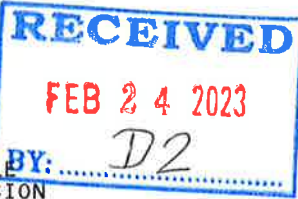
10068

THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS
OR PROBLEMS, JUST CALL US

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

FEDERAL ID:86-2161688



BILL TO:

ATTN: ACCTS PAYABLE
DISTRICT 2 COMMISSION
RM 200
2575 N COURTENAY PKWY
MERRITT ISLAND FL 32953-4147

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
293912150001	17.59	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
14-FEB-23	Net 30	20-MAR-23

SHIP TO:

DISTRICT 2 COMMISSION
RM 200
2575 N COURTENAY PKWY
MERRITT ISLAND FL 32953-4147



ACCOUNT NUMBER		BLANKET PO		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
27327334		N/A		2575/D2		293912150001		13-FEB-23		14-FEB-23	
BILLING ID	ACCOUNT MANAGER	RELEASE		ORDERED BY		FLOOR/BUILDING			COST CENTER		
32516				KIKI GOLAN		18045					
CATALOG ITEM #/ MANUF CODE			DESCRIPTION/ CUSTOMER ITEM #			U/M TAX	QTY ORD	QTY SHF	QTY B/O	UNIT PRICE	EXTENDED PRICE

SUB-TOTAL	11.64
DELIVERY	5.95
SALES TAX	0.00
TOTAL	17.59

All amounts are based on USD currency

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

PO # 4500114518

Vendor # 18045

Doc # 5105695700

DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
DISTRICT 2 COMMISSION	32516	293912150001	14-FEB-23	17.59	

FL0

000325167 2939121500018 00000001759 1 2

Please
Send Your
Check to:

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

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

Please DO NOT staple or fold. Thank You.



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

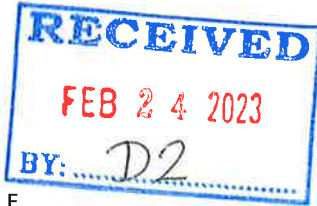
ORIGINAL INVOICE

10068

THANKS FOR YOUR ORDER

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

FEDERAL ID:86-2161688



INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
293912150001	17.59	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
14-FEB-23	Net 30	20-MAR-23

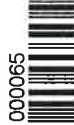
BILL TO:

ATTN: ACCTS PAYABLE
DISTRICT 2 COMMISSION
RM 200
2575 N COURTENAY PKWY
MERRITT ISLAND FL 32953-4147

000322-000065

SHIP TO:

DISTRICT 2 COMMISSION
RM 200
2575 N COURTENAY PKWY
MERRITT ISLAND FL 32953-4147



ACCOUNT NUMBER		BLANKET PO		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
27327334		N/A		2575/D2		293912150001		13-FEB-23		14-FEB-23	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		FLOOR/BUILDING		COST CENTER	
32516						KIKI GOLAN		18045			
CATALOG ITEM #/ MANUF CODE				DESCRIPTION/ CUSTOMER ITEM #		U/M	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE
293799 CJV202204				NOTEBOOK,SPRL,70S,WD,6P, 293799		PK	1	1	0	4.430	4.43
9058857 OD20260023				DESKPAD,M,OD,RY23,22X17 9058857		EA	1	1	0	2.920	2.92
189628 OD10410				Holder,card,business,recyc 189628		EA	3	3	0	1.430	4.29

Would you like to receive your invoices quicker? Inquire about our various electronic formats by
emailing arbillingimplementation@theodpcorp.com.

CONTINUED ON NEXT PAGE...



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.7.

4/4/2023

Subject:

Annual Investment Performance Report Year Ended September 30, 2022

Fiscal Impact:

Dept/Office:

County Finance Department

Requested Action:

It is requested that the Board of County Commissioners accept the Brevard County Annual Investment Performance Report, for the Year-Ended September 30, 2022.

Summary Explanation and Background:

The County's Investment Advisor, PFM Asset Management, LLC (PFM), has prepared the Annual Investment Performance Report for year-ended September 30, 2022 as required by Brevard County Investment Policy No. BCC-49. Brevard County Investment Policy No. BCC-49 designates responsibility to the Brevard County Investment Committee, authorized by the County Commission, for providing oversight of the County's investment program.

This report complies with the Board's Investment Policy which is to foremost safeguard the County's funds, insure the availability of operating and capital funds when needed and then an investment return competitive with comparable funds and financial market indices. The report reflects the investment activity of the County as a whole and compares the performance with the prior year and established benchmarks. This report does not address the financial condition of the various individual County funds.

The Investment Committee reviewed and approved the attached Investment Report.

County Investment Advisor:

PFM Asset management, LLC; Richard Pengelly; (407) 406-5766;email pengellyr@pfmam.com
<<mailto:pengellyr@pfmam.com>>

Clerk to the Board Instructions:

BREVARD COUNTY

Annual Report For the Fiscal Year Ended September 30, 2022

Client Management Team

Scott Sweeten, BCM, CFS, Sr. Managing Consultant
Ed Polansky, Key Account Manager
Sean Gannon, Senior Managing Consultant

PFM Asset Management LLC

225 E. Robinson Street
Orlando, FL 32801
407-406-5754

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

For Institutional Investor or Investment Professional Use Only - This material is not for inspection by, distribution to, or quotation to the general public

Tab I

- Annual Review

Tab II

- Executive Summary
- Asset Allocation Chart

Tab III

- Short Term and Bond Portfolio

Tab IV

- Long Term Portfolio
- Multi-Asset Class Management Portfolio

Tab V

- Disclosures

Tab I

Total Portfolio Balances and Interest Earnings

Balances Fund Name	Book Value as of September 30, 2022	Book Value as of September 30, 2021	Percent Change From FY 2022 - 2021
General Fund	\$91,310,296	\$70,851,798	28.88%
Special Revenue	615,598,124	509,087,491	20.92%
Debt Service	16,393,295	12,360,991	32.62%
Capital Projects	20,569,063	12,570,677	63.63%
Enterprise	148,017,985	145,102,903	2.01%
Internal Service	39,752,023	51,617,364	-22.99%
Total	\$931,640,787	\$801,591,224	16.22%

Interest Earnings Fund Name	Interest Earned Fiscal Year 2022	Interest Earned Fiscal Year 2021	Percent Change From FY 2022 - 2021
General Fund	\$1,683,826	\$1,042,339	61.54%
Special Revenue	4,744,062	5,044,667	-5.96%
Debt Service	177,983	197,904	-10.07%
Capital Projects	166,069	79,863	107.94%
Enterprise	1,473,480	1,747,231	-15.67%
Internal Service	375,658	642,734	-41.55%
Total	\$8,621,078	\$8,754,737	-1.53%

County Total Portfolio	Book Value as of September 30, 2022	Market Value as of September 30, 2022
Short Term and Bond Portfolio	\$406,817,443	\$406,817,443
Long Term Portfolio	385,449,111	367,177,127
Total	\$792,266,554	\$773,994,570

Short Term and Long Term Portfolios Annual Review Fact Sheet

Ending Balance as of September 30, 2022

Short Term Portfolio Market Value ¹	\$406,817,443
Long Term Portfolio Market Value	367,177,127
Total All Assets	<u>\$773,994,570</u>

Short Term Portfolio Performance

Yield at Cost

	Last 12 Months
Short Term Portfolio	2.53%
S&P Rated GIP Index Government 30 Day Gross Yield	2.39%
Performance over the Benchmark	<u>0.14%</u>

Interest Earnings

	Last 12 Months
Total Portfolio Interest Earnings for Fiscal Year 2022	\$8,621,078

Weighted Average Maturity

	As of September 30, 2022
Short Term Portfolio	3 Days
S&P Rated GIP Index Government	30 Days

Additional Annual Returns in Dollars²

	Last 12 Months
Total Return	
Long Term Portfolio	(\$17,073,736)
Merrill Lynch 1-3 Year U.S. Treasury Index	(17,844,808)
Additional Returns over Benchmark	<u>\$771,072</u>

Long Term Portfolio Performance

Total Return

	Last 12 Months
Long Term Portfolio	-4.65%
Merrill Lynch 1-3 Year U.S. Treasury Index	-4.86%
Performance over the Benchmark	<u>0.21%</u>

Effective Duration

	Fiscal Year End
Long Term Portfolio	1.70 Years
Merrill Lynch 1-3 Year U.S. Treasury Index	1.76 Years

Notes:

1. The Short Term Portfolio is managed by the County.
2. Based on the fiscal year end balance.

Multi-Asset Class Management Portfolio Annual Review Fact Sheet

Ending Balance as of September 30, 2022

Multi-Asset Class Management Portfolio Market Value \$41,193,044

Interest Earnings

Total Portfolio Interest Earnings Year-to-Date Fiscal Year-to-Date
(\$9,727,953)

Multi-Asset Class Management Portfolio Performance Fiscal Year-to-Date

Total Return

Multi-Asset Class Management Portfolio -18.79%

Multi-Asset Class Management Portfolio Benchmark -18.15%

Performance over the Benchmark -0.64%

Sector Allocation Breakout

	Sector Allocation (\$)	Sector Allocation (%)	Benchmark Target (%)	Overweight/ Underweight	Sector Performance Fiscal Year-to-Date	Benchmark Performance Fiscal YTD
Domestic Equity	\$16,418,215	39.9%	42.0%	-2.1%	-18.63%	-17.63%
International Equity	7,400,708	18.0%	23.0%	-5.0%	-29.79%	-25.17%
Fixed Income	12,815,029	31.1%	35.0%	-3.9%	-14.40%	-14.60%
Other Growth ²	1,602,411	3.9%	0.0%	3.9%	-21.70%	N/A
Other Income ²	749,439	1.8%	0.0%	1.8%	-14.67%	N/A
Real Return ²	1,008,223	2.4%	0.0%	2.4%	2.47%	N/A
Cash Equivalent	1,199,019	2.9%	0.0%	2.9%	1.57%	N/A
Total	\$41,193,044	100.0%	100.0%	0.00%	-18.79%	-18.15%

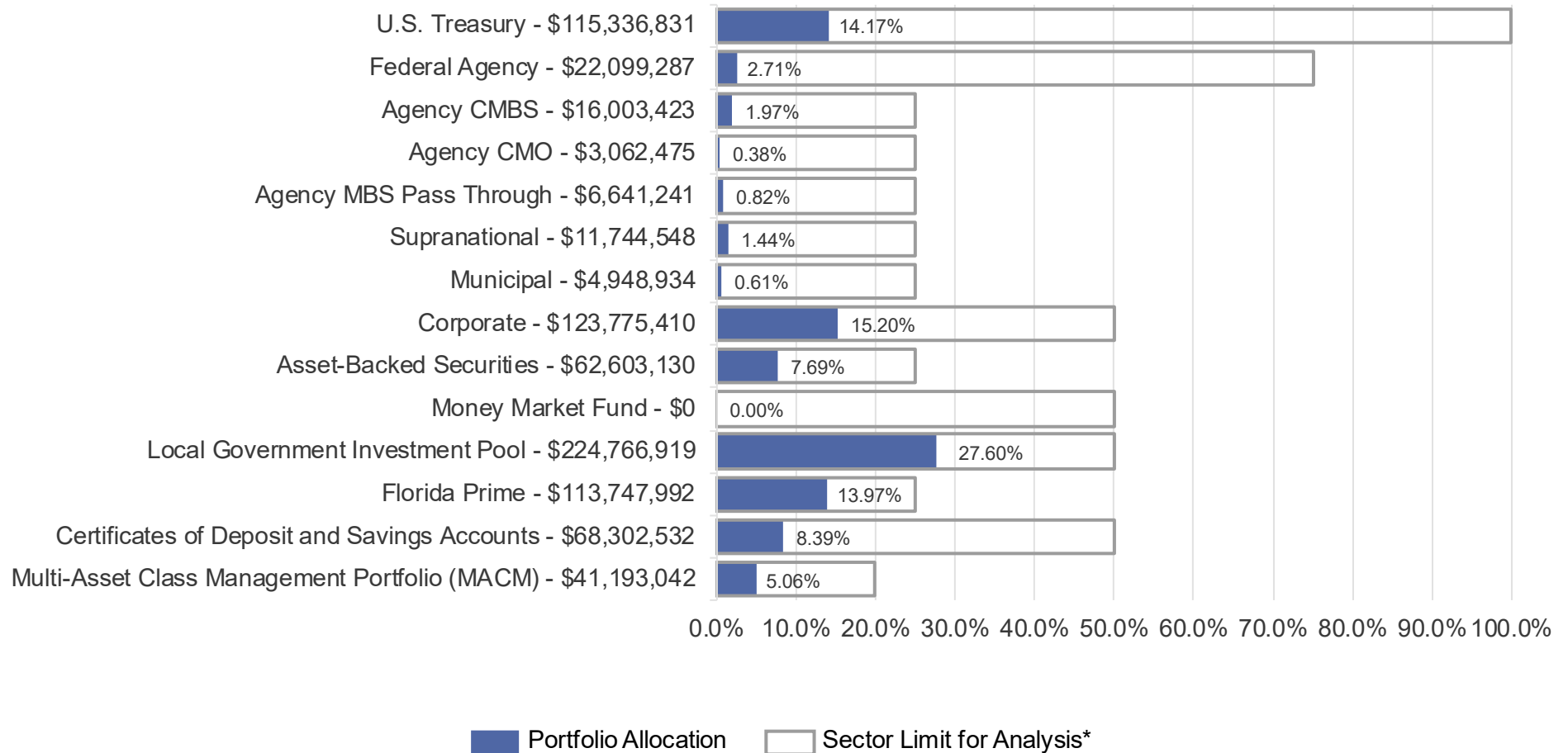
Notes:

1. Based on the fiscal year end balance.
2. N/A is listed for sectors that do not have a full fiscal year of performance.

Tab II

- The Short Term and Bond Portfolio is of high credit quality and invested in certificates of deposit, Florida Prime (SBA), FL PALM, Florida Fit, and bank accounts.
- The Short Term and Bond Portfolio ended the fiscal year with a yield to maturity at cost of 2.53%, 14 basis points (0.14%) higher than the benchmark yield of 2.39%.
- The Long Term Fund Portfolio is of high credit quality and invested in U.S. Treasury, corporate, federal agency, asset-backed, supranational, municipal, agency MBS passthrough, agency CMBS, and agency CMO securities
- The Long Term Fund Portfolio's annual total return performance of -4.65% outperformed the benchmark performance of -4.86% by 0.21%.
- The Multi-Asset Class Management Portfolio was created during the 4th Quarter of 2018. Fiscal year-to-date performance of the portfolio is -18.79%, underperforming the benchmark's performance of -18.15%.
- The Federal Reserve (Fed) raised rates a total of 1.5% during the quarter, with expectations for further increases in the coming quarter. The Fed has buckled down on doing what it takes to combat inflation, painting a bleak picture for the path forward of interest rates. While market expectations for the Fed funds rate have risen to an increased likelihood of a 75 basis point (bps) rate hike at the November Federal Open Market Committee (FOMC) meeting and a 75 bps rate hike at the December meeting. The European Central Bank, the Bank of England and various other central banks also continued to raise rates during the quarter as they worked to control inflation in their domestic markets.
- Sector preferences continued to shift away from larger than average Treasury allocations in favor of other spread product sectors, including corporates, asset-backed securities, collateralized agency mortgage-backed securities, and more recently callable federal agencies. Fixed income portfolios generated negative absolute performance during Q3 as interest rates surged to the highest levels in 14 years. Despite historically poor bond market performance, incremental performance was quite strong as defensive durations and diversification buoyed performance relative to benchmarks in the quarter.

Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

Tab III

Short Term and Bond Portfolio Yields

Yields^{1,2}	Yield at Cost as of	Percent of Portfolio	Yield at Cost as of	Percent of Portfolio
<u>Security Type</u>	<u>September 30, 2022</u>	<u>September 30, 2022</u>	<u>September 30, 2021</u>	<u>September 30, 2021</u>
Florida PRIME (SBA)	2.61%	27.96%	0.09%	29.37%
SunTrust Bank Account	0.35%	3.67%	0.35%	7.75%
PFMAM FL PALM	2.65%	25.19%	0.05%	24.09%
PFMAM FL PALM - Term	0.37%	2.47%	0.00%	0.00%
Bank United Money Market Fund	2.05%	10.64%	0.20%	5.74%
Florida FIT	3.04%	27.60%	0.09%	25.56%
Bank United CD	2.27%	2.47%	0.13%	7.49%
Total Average Yield²	2.53%	100.00%	0.11%	100.00%

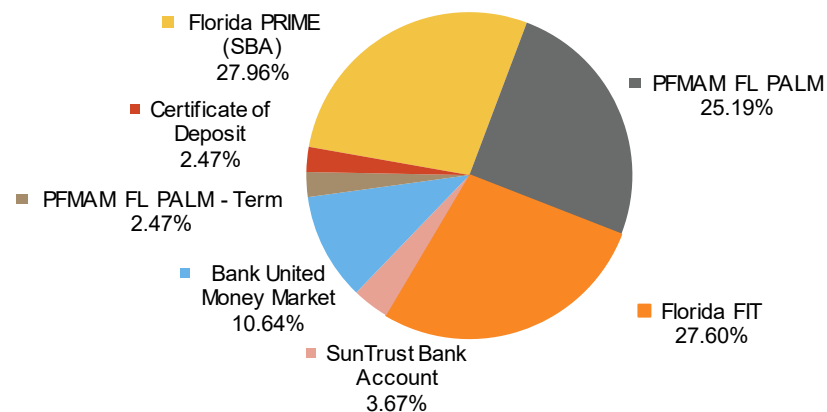
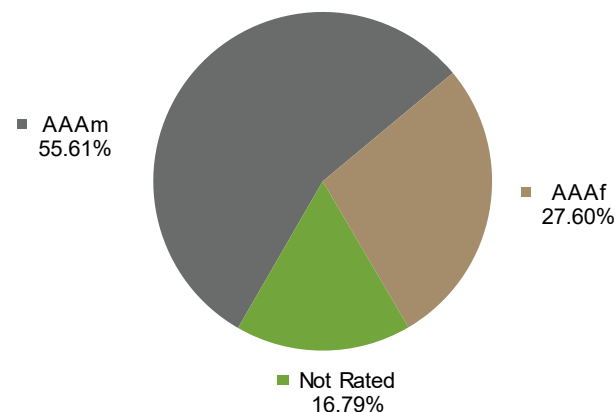
<u>Benchmarks</u>	<u>September 30, 2022</u>	<u>September 30, 2021</u>
S&P Rated GIP Index Government 30 Day Yield ³	2.39%	0.07%

Notes:

1. Yields are presented as "Yield on Cost" pursuant to the County's Investment Policy Performance Section for short-term securities and compared to the benchmark which is the Standard & Poor's GIP 30 Day Index.
2. Yield on Cost is a dollar-weighted yield.
3. Monthly yield, gross of fees. Source Standard & Poor's Financial Institutions Ratings.
4. Bank Deposits in excess of \$250,000 are collateralized under Florida State Statute 280 with U.S. Government and U.S. Government Agency securities, including Mortgage-Backed Securities.

Short Term and Bond Portfolio Composition (Market Value)

<u>Security Type¹</u>	<u>Balance as of September 30, 2022</u>	<u>Percent of Portfolio</u>	<u>Balance as of September 30, 2021</u>	<u>Percent of Portfolio</u>
Florida PRIME (SBA)	\$113,747,992	27.96%	\$117,720,535	29.37%
PFMAM FL PALM	102,461,634	25.19%	96,567,324	24.09%
Florida FIT	112,274,976	27.60%	102,429,649	25.56%
SunTrust Bank Account	14,940,287	3.67%	31,073,537	7.75%
Bank United Money Market	43,304,112	10.64%	22,995,041	5.74%
PFMAM FL PALM - Term	10,030,310	2.47%	0	0.00%
Certificate of Deposit	10,058,134	2.47%	30,009,524	7.49%
Totals	\$406,817,443	100.00%	\$400,795,609	100.00%

Portfolio Composition
as of September 30, 2022¹Credit Quality Distribution
as of September 30, 2022²

Notes:

- Investment balances are market values as of September 30, 2022.
- Credit rating of securities held in portfolio. Standard & Poor's is the source of the credit ratings. The SBA Fund B and Bank Deposits are not rated.
- Bank Deposits in excess of \$250,000 are collateralized under Florida State Statute 280 with U.S. Government and U.S. Government Agency securities, including Mortgage-Backed Securities.
- Market Values listed exclude Multi-Asset Class Assets. Market Values exclude accrued interest or estimated income from FL PALM TERM securities.

Short Term and Bond Portfolio Holdings and Yields¹ as of September 30, 2022

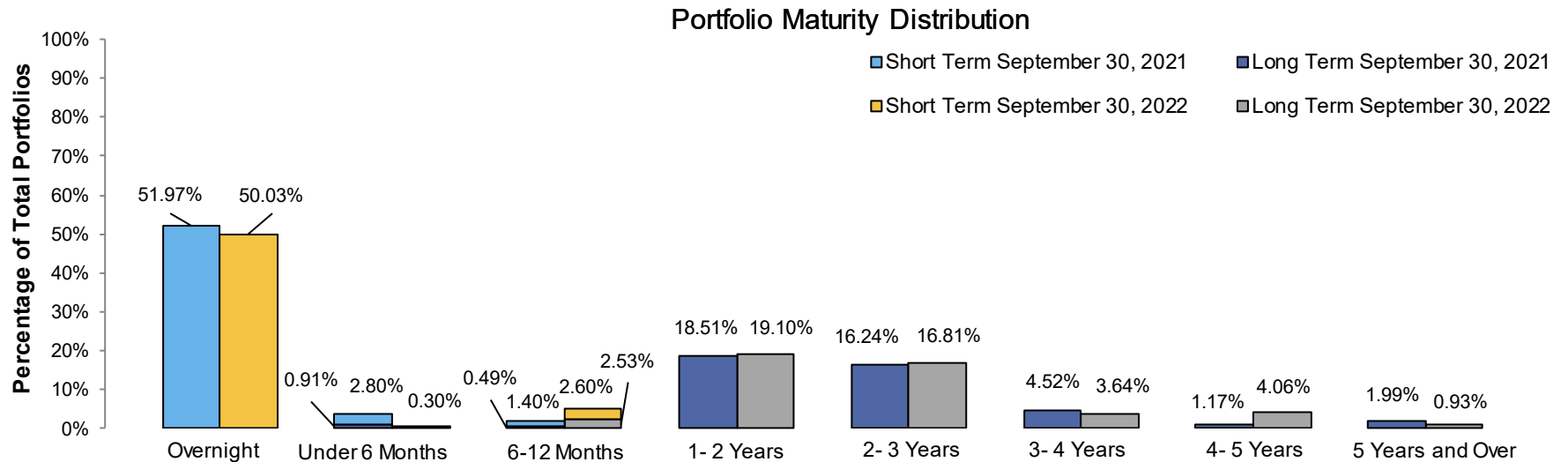
Security Description	CUSIP	Purchase Date	Maturity Date	Par Value	Book Amount	Market Value	Yield on Cost ²
Florida Prime (SBA)				\$ 113,747,992	\$ 113,747,992	\$ 113,747,992	2.61%
PFMAM FL PALM				\$ 102,461,634	\$ 102,461,634	\$ 102,461,634	2.65%
PFMAM FL PALM - TERM			12/01/22	\$ 10,030,310	\$ 10,030,310	\$ 10,030,310	0.37%
Florida FIT				\$112,274,976	\$112,274,976	\$112,274,976	3.04%
SunTrust Bank Account				14,940,287	14,940,287	14,940,287	0.35%
Bank United CD	1815043014	6/28/2022	12/29/2022	10,058,134	10,058,134	10,058,134	2.27%
Bank United Money Market				43,304,112	43,304,112	43,304,112	2.05%
Grand Total				\$ 406,817,443	\$406,817,443	\$ 406,817,443	2.53%

Notes:

1. Yields are presented as "Yield on Cost" pursuant to the County's Investment Policy Performance Section for short-term securities and compared to the benchmark which is the Standard & Poor's GIP 30 Day Index.
2. Yield on Cost is a dollar-weighted yield.
3. Bank Deposits in excess of \$250,000 are collateralized under Florida State Statute 280 with U.S. Government and U.S. Government Agency securities, including Mortgage-Backed Securities.

Long Term and Short Term Fund Portfolios Maturity Distribution

<u>Maturity Distribution¹</u>	<u>September 30, 2022</u>	<u>September 30, 2021</u>
Overnight (Money Market Fund)	\$386,729,000	\$252,188,009
Under 6 Months	2,293,046	44,455,811
6 - 12 Months	39,662,116	16,053,955
1 - 2 Years	147,652,993	90,936,877
2 - 3 Years	129,944,485	110,340,179
3 - 4 Years	28,120,626	19,051,228
4 - 5 Years	31,406,449	14,274,433
5 Years and Over	7,224,007	19,466,445
Totals	\$773,032,721	\$566,766,936



No

1. Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.
2. Market Values listed exclude Multi-Asset Class Assets. Market Values exclude accrued interest or estimated income from FL PALM TERM securities.

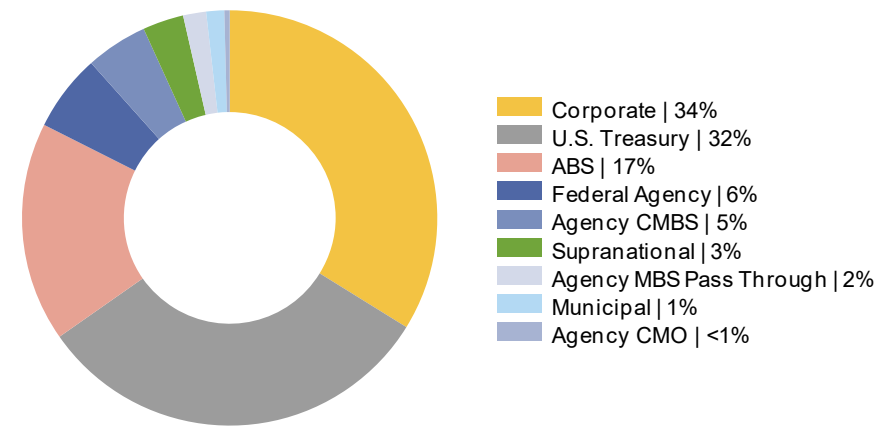
Tab IV

Portfolio Snapshot - BREVARD COUNTY LONG TERM¹

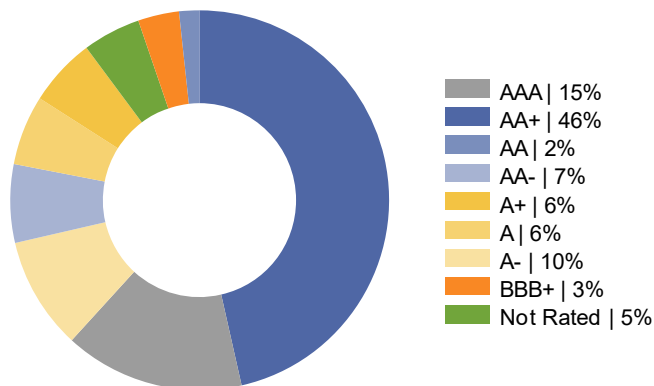
Portfolio Statistics

Total Market Value	\$367,177,127.02
Securities Sub-Total	\$366,215,277.94
Accrued Interest	\$961,849.08
Cash	\$0.00
Portfolio Effective Duration	1.70 years
Benchmark Effective Duration	1.76 years
Yield At Cost	1.51%
Yield At Market	4.19%
Portfolio Credit Quality	AA

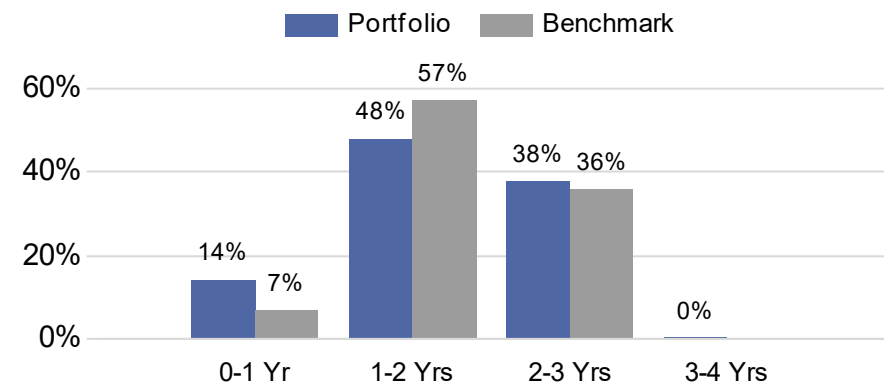
Sector Allocation



Credit Quality - S&P



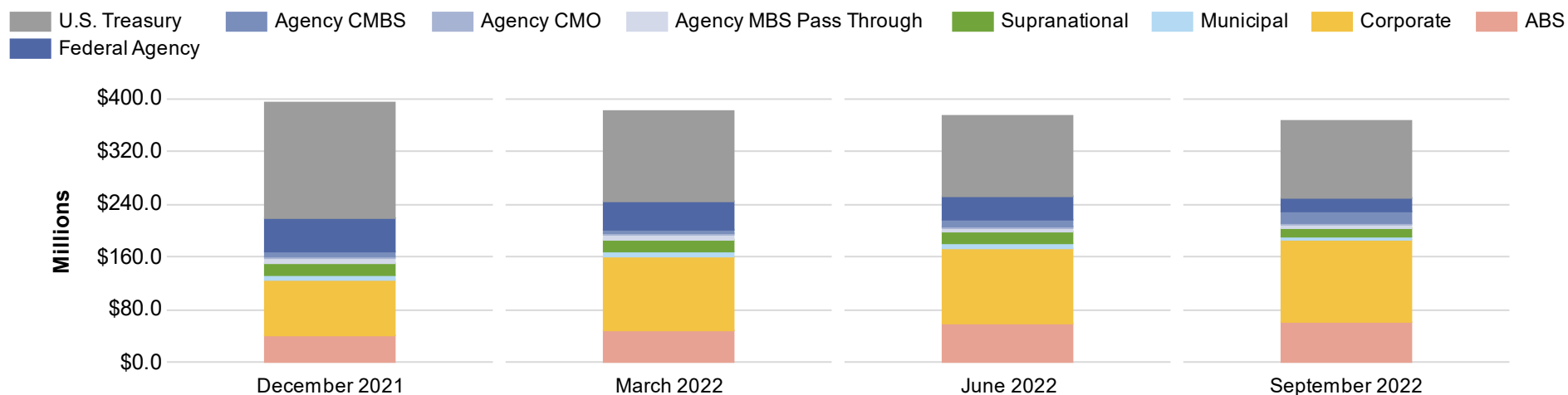
Duration Distribution



1. Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is the ICE BofAML 1-3 Year U.S. Treasury Index. Source: Bloomberg. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Review - BREVARD COUNTY LONG TERM

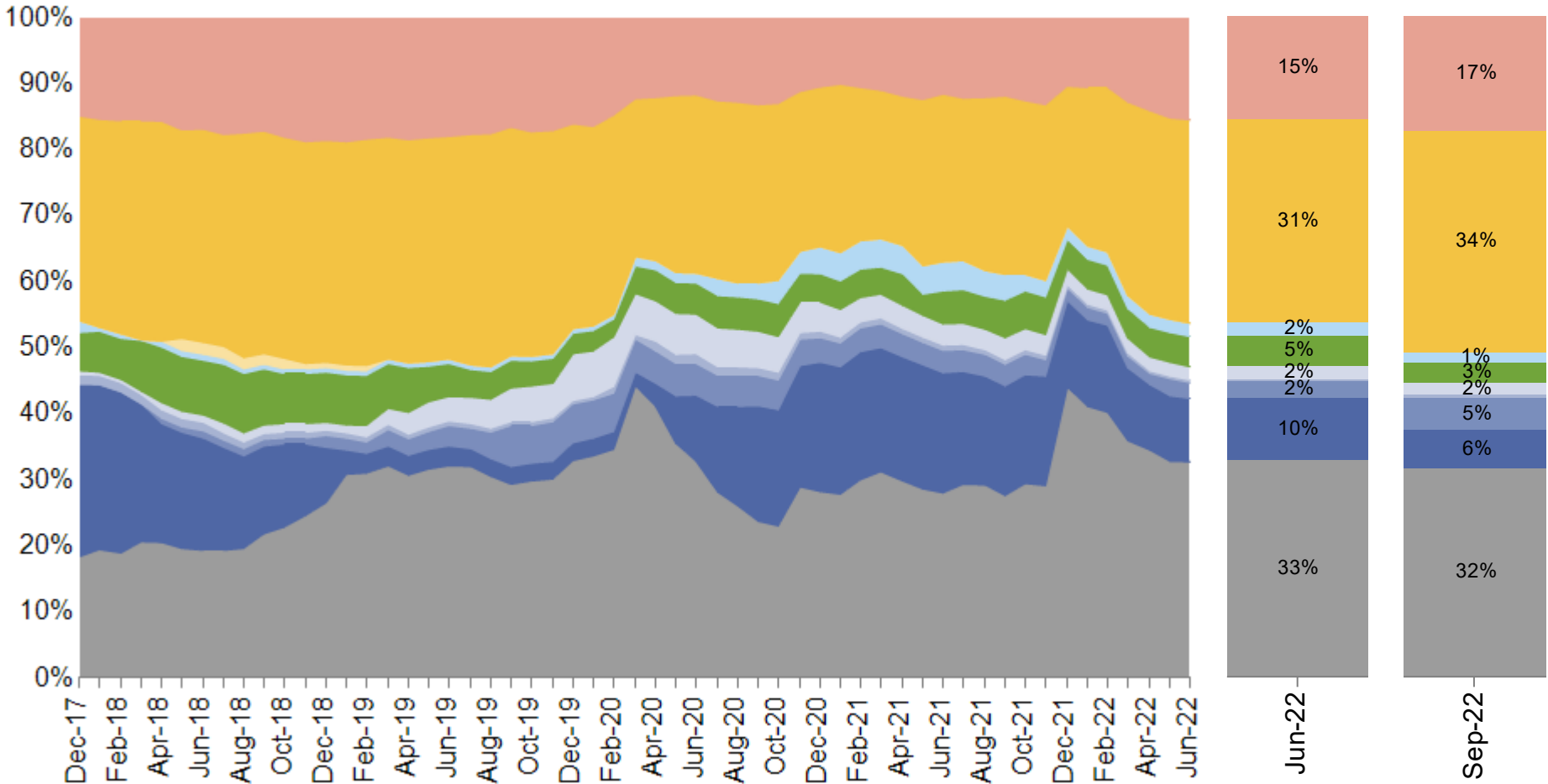
Security Type	Dec-21	% of Total	Mar-22	% of Total	Jun-22	% of Total	Sep-22	% of Total
U.S. Treasury	\$174.2	44.1%	\$138.1	36.0%	\$123.0	32.8%	\$115.3	31.5%
Federal Agency	\$51.6	13.1%	\$42.1	11.0%	\$36.0	9.6%	\$22.1	6.0%
Agency CMBS	\$7.5	1.9%	\$7.0	1.8%	\$9.1	2.4%	\$17.7	4.8%
Agency CMO	\$2.0	0.5%	\$1.8	0.5%	\$1.6	0.4%	\$1.4	0.4%
Agency MBS Pass Through	\$9.5	2.4%	\$8.3	2.2%	\$7.6	2.0%	\$6.6	1.8%
Supranational	\$17.7	4.5%	\$17.3	4.5%	\$17.2	4.6%	\$11.7	3.2%
Municipal	\$7.7	2.0%	\$7.5	2.0%	\$7.5	2.0%	\$4.9	1.4%
Corporate	\$83.3	21.2%	\$112.0	29.3%	\$115.7	30.8%	\$123.8	33.8%
ABS	\$40.6	10.3%	\$48.7	12.7%	\$57.6	15.4%	\$62.6	17.1%
Total	\$394.0	100.0%	\$382.8	100.0%	\$375.2	100.0%	\$366.2	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Historical Sector Allocation - BREVARD COUNTY LONG TERM

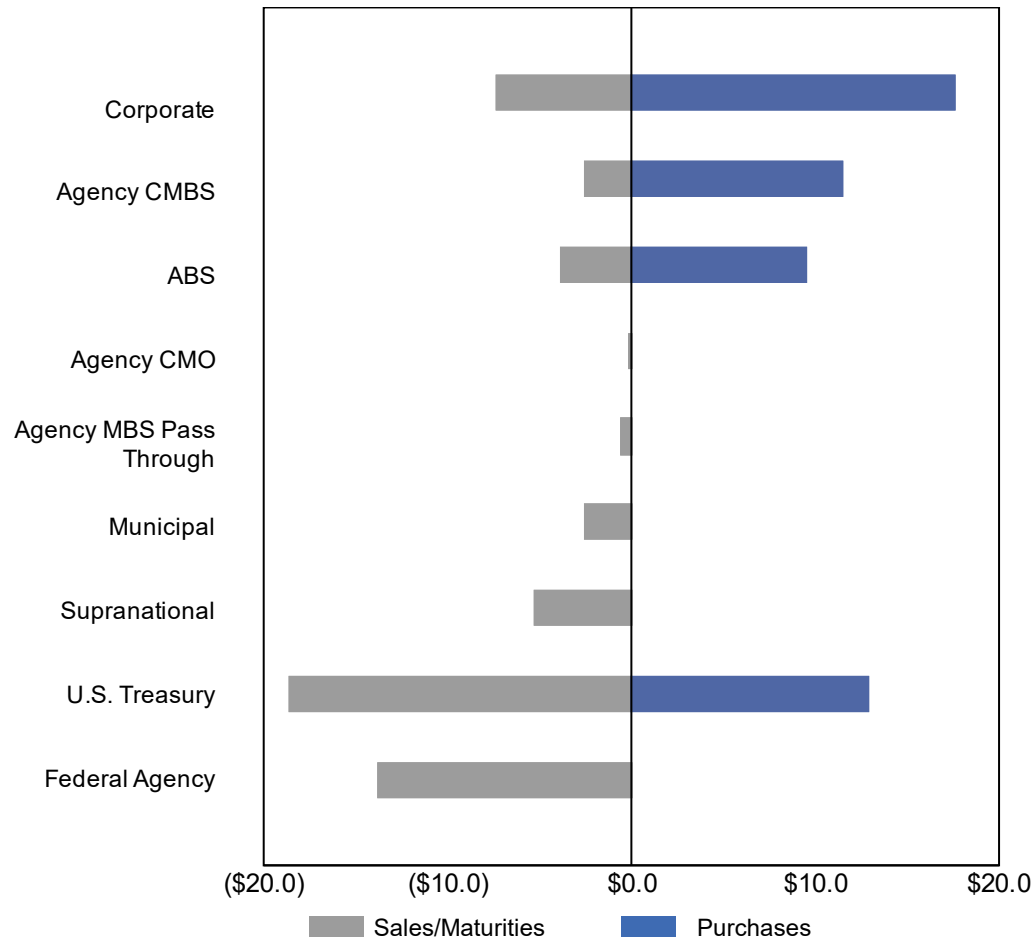
U.S. Treasury Federal Agency Agency CMBS Agency CMO Agency MBS Pass Through Supranational Municipal Commercial Paper Corporate ABS



Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM.

Portfolio Activity - BREVARD COUNTY LONG TERM

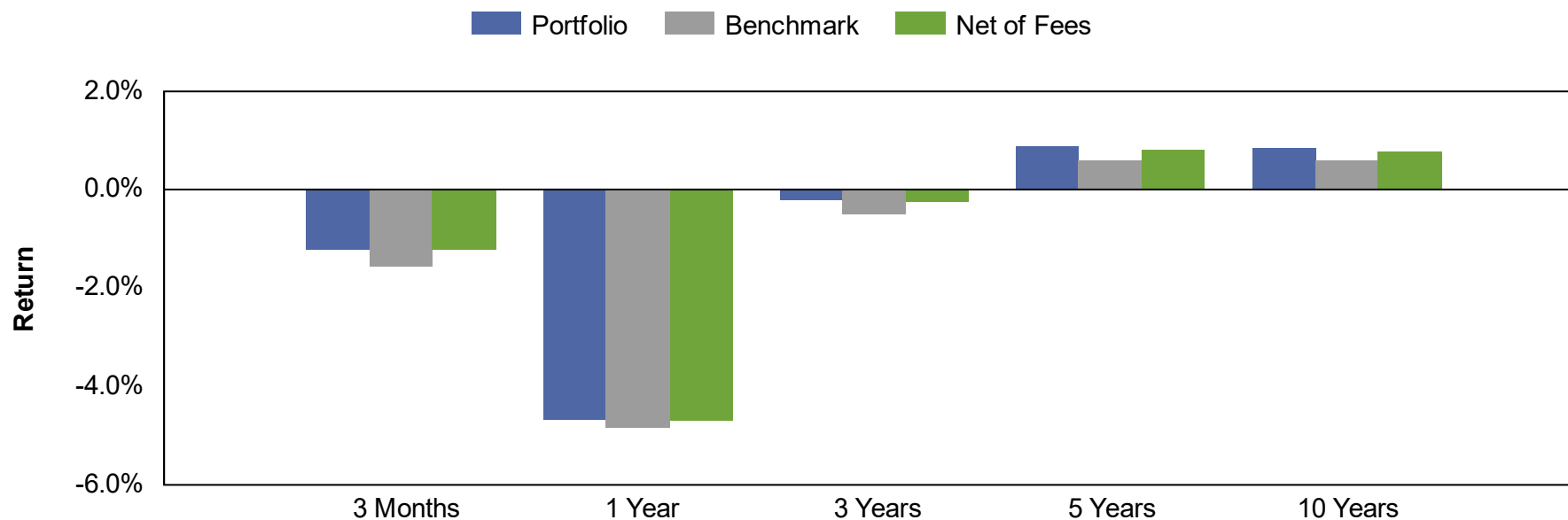
Net Activity by Sector
(\$ millions)



Sector	Net Activity
Corporate	\$10,258,236
Agency CMBS	\$8,935,707
ABS	\$5,645,196
Agency CMO	(\$135,818)
Agency MBS Pass Through	(\$599,906)
Municipal	(\$2,516,845)
Supranational	(\$5,311,357)
U.S. Treasury	(\$5,737,293)
Federal Agency	(\$13,738,362)
Total Net Activity	(\$3,200,442)

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Portfolio Performance



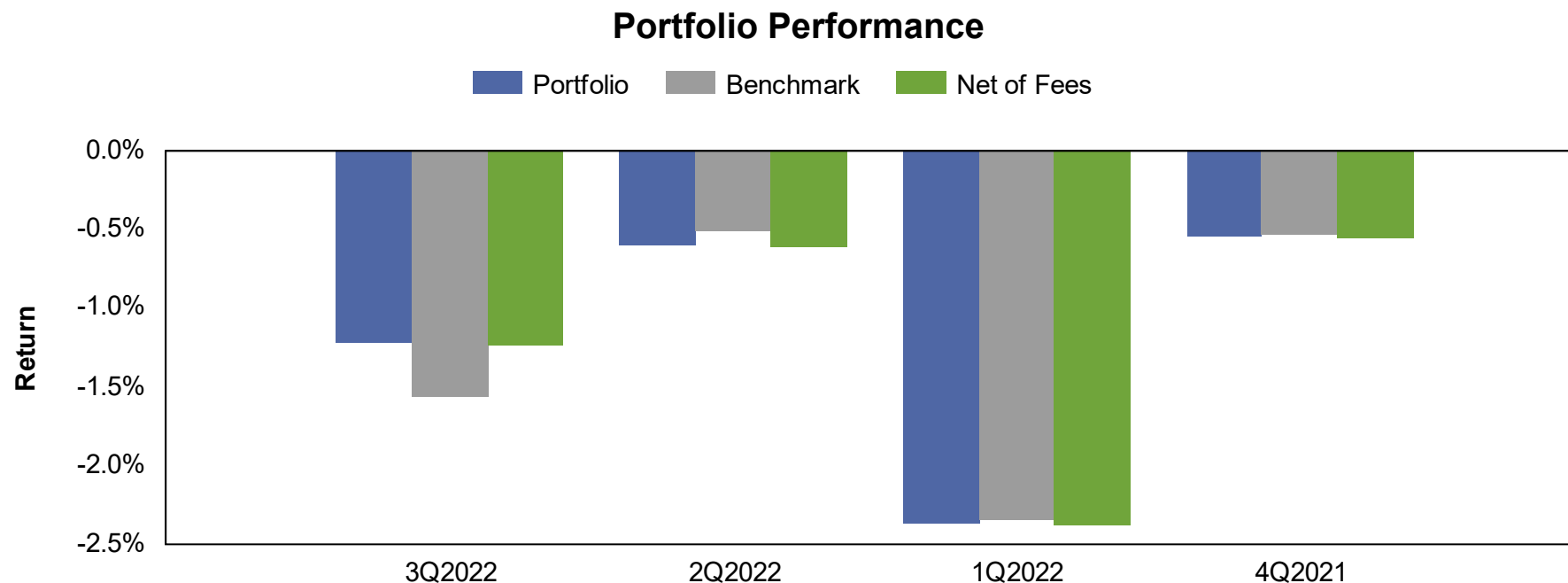
Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years
Interest Earned ²	\$1,258,144	\$3,597,597	\$12,355,862	\$20,677,786	\$31,342,655
Change in Market Value	(\$5,796,945)	(\$21,393,444)	(\$19,885,099)	(\$17,733,267)	(\$20,508,386)
Total Dollar Return	(\$4,538,801)	(\$17,795,847)	(\$7,529,237)	\$2,944,519	\$10,834,269
Total Return³					
Portfolio	-1.22%	-4.65%	-0.20%	0.88%	0.85%
Benchmark ⁴	-1.56%	-4.86%	-0.48%	0.57%	0.60%
Basis Point Fee	0.01%	0.06%	0.06%	0.06%	0.06%
Net of Fee Return	-1.24%	-4.71%	-0.26%	0.81%	0.79%

1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is March 31, 2002.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofAML 1-3 Year U.S. Treasury Index. Source: Bloomberg.



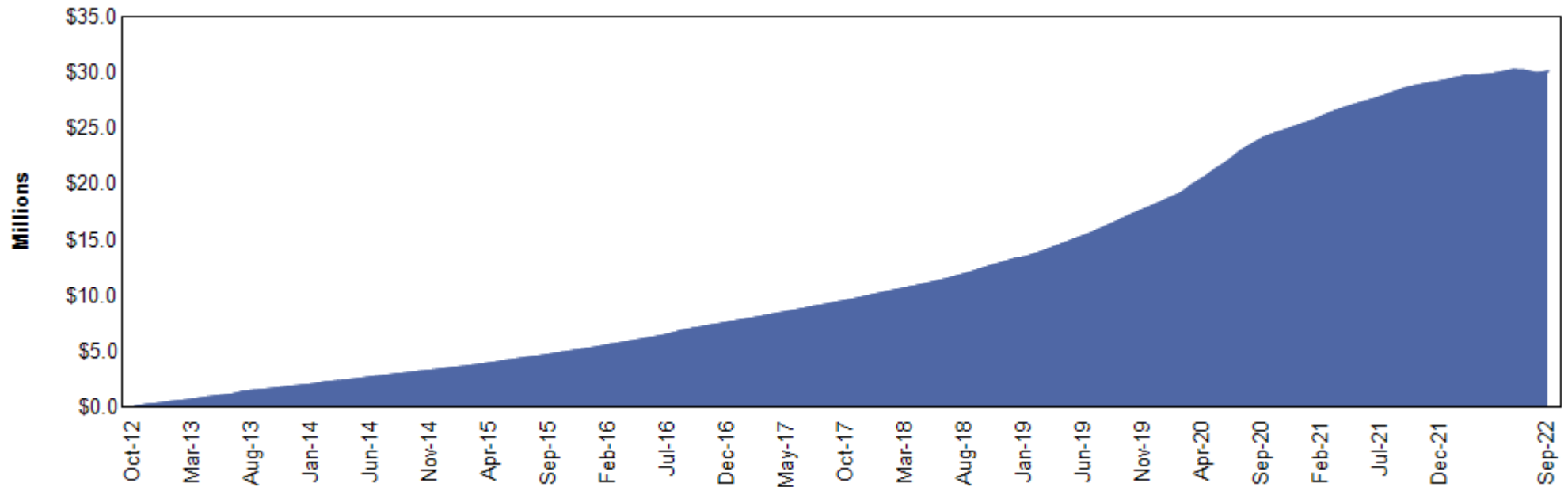
Market Value Basis Earnings	3Q2022	2Q2022	1Q2022	4Q2021
Interest Earned ¹	\$1,258,144	\$964,876	\$748,180	\$626,396
Change in Market Value	(\$5,796,945)	(\$3,221,461)	(\$10,023,531)	(\$2,351,508)
Total Dollar Return	(\$4,538,801)	(\$2,256,585)	(\$9,275,351)	(\$1,725,112)
Total Return²				
Portfolio	-1.22%	-0.59%	-2.36%	-0.54%
Benchmark ³	-1.56%	-0.50%	-2.34%	-0.53%
Basis Point Fee	0.01%	0.01%	0.01%	0.01%
Net of Fee Return	-1.24%	-0.61%	-2.38%	-0.56%

1. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

2. Returns are presented on a periodic basis.

3. The portfolio's benchmark is the ICE BofAML 1-3 Year U.S. Treasury Index. Source: Bloomberg.

Accrual Basis Earnings - BREVARD COUNTY LONG TERM



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year ¹
Interest Earned ²	\$1,258,144	\$3,597,597	\$12,355,862	\$20,677,786	\$31,342,655
Realized Gains / (Losses) ³	(\$1,358,745)	(\$2,008,953)	\$1,741,286	\$819,113	\$1,922,079
Change in Amortized Cost	(\$24,319)	(\$121,012)	(\$848,799)	(\$793,444)	(\$3,121,268)
Total Earnings	(\$124,920)	\$1,467,632	\$13,248,349	\$20,703,455	\$30,143,466

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2002.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.



Brevard County Board of Commissioners Multi-Asset Class Portfolio

Investment Performance Review For the Quarter Ended September 30, 2022

Client Management Team

Steven Alexander, CTP, CGFO, CPPT, Managing Director
Khalid Yasin, CIMA, CHP, Director

225 E. Robinson St.
Suite 250
Orlando, FL 32801
407-648-2208

PFM Asset Management LLC

1735 Market Street
43rd Floor
Philadelphia, PA 19103

Financial Markets & Investment Strategy Review

	QTD	YTD	1 Year	3 Years	5 Years	7 Years	10 Years
DOMESTIC EQUITY							
S&P 500	-4.88%	-23.87%	-15.47%	8.16%	9.24%	11.40%	11.70%
Russell 3000 Index	-4.46%	-24.62%	-17.63%	7.70%	8.62%	10.90%	11.39%
Russell 1000 Value Index	-5.62%	-17.75%	-11.36%	4.36%	5.29%	8.15%	9.17%
Russell 1000 Growth Index	-3.60%	-30.66%	-22.59%	10.67%	12.16%	13.74%	13.70%
Russell Midcap Index	-3.44%	-24.27%	-19.39%	5.19%	6.48%	8.79%	10.30%
Russell 2500 Index	-2.82%	-24.01%	-21.11%	5.36%	5.45%	8.39%	9.58%
Russell 2000 Value Index	-4.61%	-21.12%	-17.69%	4.72%	2.87%	7.42%	7.94%
Russell 2000 Index	-2.19%	-25.10%	-23.50%	4.29%	3.55%	7.51%	8.55%
Russell 2000 Growth Index	0.24%	-29.28%	-29.27%	2.94%	3.60%	7.12%	8.81%
INTERNATIONAL EQUITY							
MSCI EAFE (Net)	-9.36%	-27.09%	-25.13%	-1.83%	-0.84%	2.84%	3.67%
MSCI AC World Index (Net)	-6.82%	-25.63%	-20.66%	3.75%	4.44%	7.42%	7.28%
MSCI AC World ex USA (Net)	-9.91%	-26.50%	-25.17%	-1.52%	-0.81%	3.29%	3.01%
MSCI AC World ex USA Small Cap (Net)	-8.37%	-29.37%	-28.93%	0.38%	-0.56%	3.98%	4.44%
MSCI EM (Net)	-11.57%	-27.16%	-28.11%	-2.07%	-1.81%	3.88%	1.05%
ALTERNATIVES							
FTSE NAREIT Equity REIT Index	-9.94%	-28.13%	-16.41%	-2.05%	2.93%	4.86%	6.26%
FTSE EPRA/NAREIT Developed Index	-11.39%	-29.41%	-22.09%	-5.62%	0.07%	2.40%	3.77%
Bloomberg Commodity Index Total Return	-4.11%	13.57%	11.80%	13.45%	6.96%	4.49%	-2.14%
FIXED INCOME							
Blmbg. U.S. Aggregate	-4.75%	-14.61%	-14.60%	-3.26%	-0.27%	0.54%	0.89%
Blmbg. U.S. Government/Credit	-4.56%	-15.10%	-14.95%	-3.15%	-0.05%	0.78%	1.02%
Blmbg. Intermed. U.S. Government/Credit	-3.06%	-9.63%	-10.14%	-1.64%	0.38%	0.80%	1.00%
Blmbg. U.S. Treasury: 1-3 Year	-1.55%	-4.52%	-5.07%	-0.54%	0.54%	0.55%	0.59%
Blmbg. U.S. Corp: High Yield	-0.65%	-14.74%	-14.14%	-0.45%	1.57%	4.13%	3.94%
Credit Suisse Leveraged Loan index	1.19%	-3.31%	-2.62%	2.12%	3.00%	3.67%	3.70%
ICE BofAML Global High Yield Constrained (USD)	-2.62%	-18.90%	-19.52%	-2.84%	-0.35%	2.85%	2.91%
Blmbg. Global Aggregate Ex USD	-8.85%	-23.88%	-24.77%	-7.78%	-4.03%	-1.69%	-2.39%
JPM EMBI Global Diversified	-4.57%	-23.95%	-24.28%	-7.15%	-2.62%	0.90%	1.08%
CASH EQUIVALENT							
90 Day U.S. Treasury Bill	0.46%	0.61%	0.62%	0.59%	1.15%	0.94%	0.67%

Source: Investment Metrics. Returns are expressed as percentages. Please refer to the last page of this document for important disclosures relating to this material.

THE ECONOMY

► Over the third quarter, annual inflation slowed to 8.2% in September, after hitting a high of 9.1% in June. While the overall level of inflation has come down, the core inflation rate, which excludes more volatile food and energy, advanced to a 40-year high in September, underscoring persistent, elevated inflation that's squeezing households. The core consumer price index was up 6.6% from a year ago, the highest level since 1982. Europe also saw its struggle with record-breaking inflation continue through the quarter, ending with a 10% preliminary annual inflation rate as energy prices rose 40.8% year-over-year.

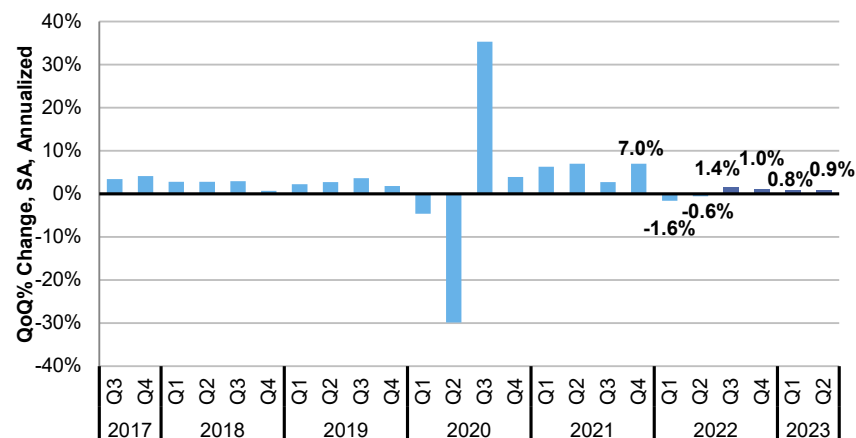
► The Federal Reserve (Fed) raised rates a total of 1.5% during the quarter, with expectations for further increases in the coming quarter. The Fed has buckled down on doing what it takes to combat inflation, painting a bleak picture for the path forward of interest rates. While market expectations for the Fed funds rate have risen to an increased likelihood of a 75 basis point (bps) rate hike at the November Federal Open Market Committee (FOMC) meeting and a 75 bps rate hike at the December meeting. The European Central Bank, the Bank of England and various other central banks also continued to raise rates during the quarter as they worked to control inflation in their domestic markets.

► U.S. labor markets remained strong during the quarter, ending with an unemployment rate of 3.5% in September after edging up slightly in August. Over the quarter, the U.S. economy added 1,115,000 jobs to non-farm payrolls, 86,000 more than the previous quarter, as employment remains approximately 500,000 higher than its pre-pandemic level. This, along with a low labor-force participation rate and aging demographic trends, continues to keep upward pressure on wages, contributing to the heightened inflation the U.S. faces.

► Due to the monetary tightening by the Fed, mortgage rates saw a dramatic rise during the quarter, cooling the hot housing market. U.S. mortgage rates advanced to a fresh 16-year high of 6.81%, extending a rapid ascent in borrowing costs that are seen as dealing a bigger blow to the housing market. As rates rose, sales declined, with August marking the seventh straight month of declines in home sales. At 4.8 million, it is the lowest reading since May 2020.

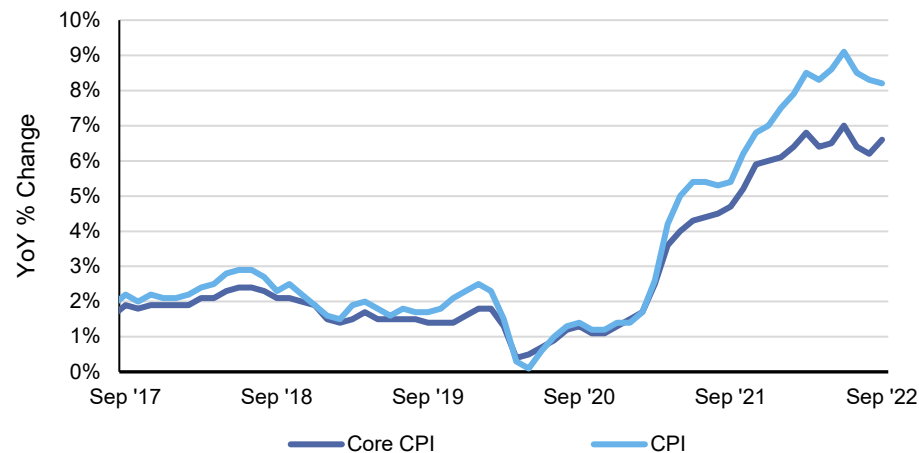
U.S. Real GDP Growth

Seasonally Adjusted (SA)



Source: Bloomberg. Light blue bars indicate actual numbers; dark blue bars indicate forecasted estimates.

U.S. Inflation Rate



Source: Bureau of Labor Statistics.

WHAT WE'RE WATCHING

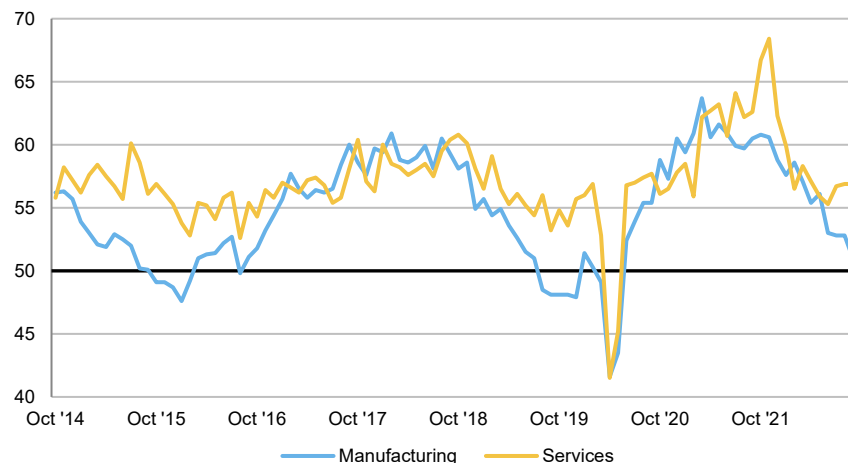
► While the U.S. and other major economies continue to raise rates to control inflation while balancing the risk of recession domestically, concerns grow about the possibility of a recession globally. The UN Conference on Trade and Development is calling for a reverse course on raising rates, stating that it is leading the world into a global recession and prolonged stagnation. Fed Chair Jerome Powell stated, "We are very aware of what's going on in other economies around the world, and what that means for us, and vice versa," but did not indicate any plans to reverse the policy.

► The IMF downwardly revised their outlook for 2023 global economic growth, predicting a greater slowdown than previously expected. The IMF revised the world GDP growth down 20 bps from its July estimate to 2.7%. The report found that more than a third of the global economy will see two consecutive quarters of negative growth. Major roadblocks to growth like the Russian invasion of Ukraine, China's economic slowdown, and the cost-of-living crisis in many countries, are not expected to resolve soon.

► As the Fed works to control inflation, the consumer sentiment index increased to a five-month high, rising to 58.6 and showing improvement from June's 50 reading, but still significantly below last September's 72.8. The low consumer sentiment across the income distribution has been consistent for the past six months, underscoring the shared concerns about inflation pressures. Retail sales figures also suggest there may be more gloomy outlooks despite sentiment readings, as September's consumer spending was flat as prices moved sharply higher.

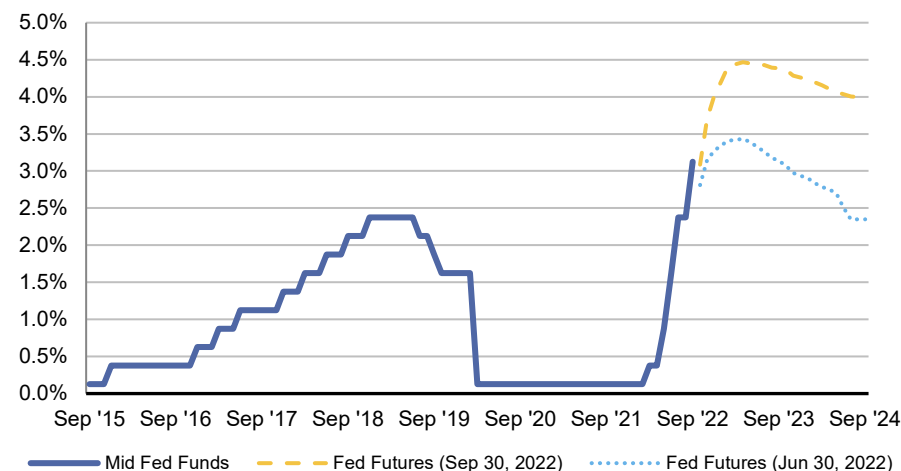
► The continued energy disruptions and high prices that have added fuel to the fire of inflation show no signs of slowing. The relief some consumers feel after gas fell from a record \$5.02 per gallon may be short-lived. Prices are expected to rise as the OPEC and its allies agreed to slash output by two million barrels a day, a move likely to push up already-high global energy prices and help oil-exporting Russia pay for its war in Ukraine. The U.S. Energy Information Administration also projected U.S. consumers would be paying up to 28% more to heat their homes this winter, on top of even higher increases last year where consumers felt a bigger pinch with fuels such as heating oil jumping more than 50%.

ISM Manufacturing & Services PMI



Source: Bloomberg.

Federal Funds Target Rate



Source: Bloomberg.

DOMESTIC EQUITY

► The S&P 500 Index (S&P) posted a negative return of -4.88% for the quarter as markets continued to digest hawkish sentiment from the Fed and their commitment to raise rates and bring inflation down.

► During a quarter where consumers saw the price of oil decrease and Congress passed the Inflation Reduction Act, the U.S. Consumer Confidence Index saw increases for two consecutive months in August and September, after being at its lowest level in over a year in July.

► Within S&P, nine of 11 sectors ended with negative returns for the quarter. Communication Services (-12.71%), Real Estate (-11.03%) and Materials (-7.13%) were the worst-performing sectors. The two sectors that ended positively for the quarter were Consumer Discretionary (4.36%) and Energy (2.16%). Year-to-date (YTD), Energy (34.49%) is the only positive performing sector, with Communication Services (-39.04%), Information Technology (-31.44%) and Consumer Discretionary (-29.89%) being the largest detractors.

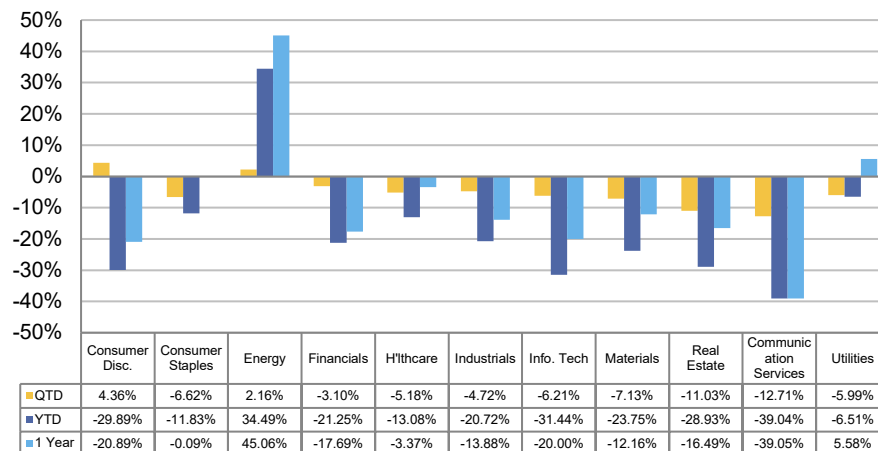
► Value stocks, as represented by the Russell 1000 Value Index, returned -5.62%, underperforming growth stocks, as represented by the Russell 1000 Growth Index, which returned -3.60%. Over the trailing 12 months, the value index has outperformed the growth index by 1123 bps (-11.36% vs. -22.59%).

► Small-caps, as represented by the S&P 600 Index, returned -5.21% during the quarter, underperforming mid- and large-caps while the Russell 2000, returned -2.19% during the quarter, outperforming mid- and large-caps. The Russell Midcap and Russell 1000 indices returned -3.44% and -4.61%, respectively.

► According to FactSet Earnings Insight, the expected earnings growth rate for the S&P for the quarter is 2.9%. If 2.9% is the actual growth rate for the quarter, it will mark the lowest earnings growth rate reported by the index since the third quarter of 2020 (-5.7%). Additionally, according to FactSet Earnings Insight, the Energy sector is expected to be the largest contributor to earnings growth for the S&P for the third quarter. If this sector were excluded, the index would be expected to report a decline in earnings of 3.4% rather than a growth in earnings of 2.9%.

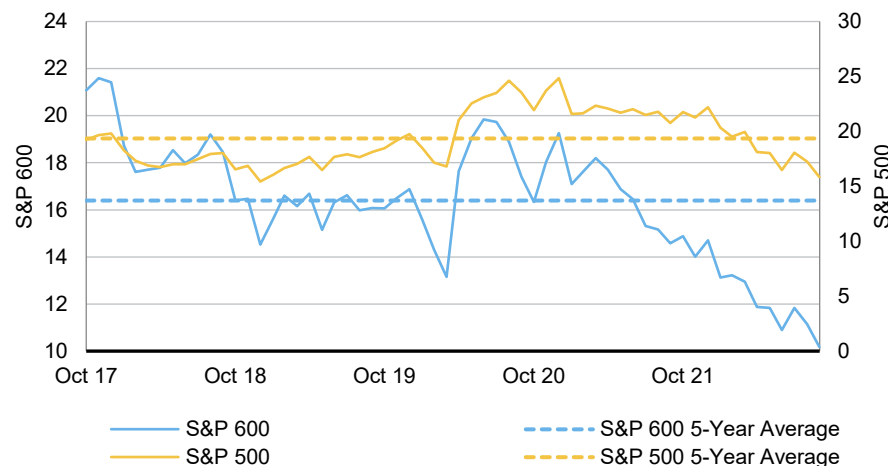
S&P 500 Index Performance by Sector

Periods Ended September 30, 2022



Source: Bloomberg.

P/E Ratios of Major Stock Indices*



Source: Bloomberg.

*P/E ratios are calculated based on one-year forward estimates and adjusted to include only positive earnings results for consistency.

NON-U.S. EQUITY

► Equity markets outside of the United States, as measured by the MSCI ACWI ex-U.S. Index, underperformed their U.S. counterparts, returning -9.91% for the quarter. All 11 sectors posted negative returns for the quarter. Energy was the best-performing sector returning -6.31%, followed by Consumer Staples (-6.40%) and Materials (-7.86%), while Communication Services was the worst-performing sector returning -16.47%. The strong dollar remains a headwind to international equity returns this quarter due to the negative impact of currency translation. Rising inflation and slowing growth weighed heavily on the market returns.

► Emerging markets (EM), as represented by MSCI Emerging Market Index, underperformed Developed ex-U.S. Markets, represented by the MSCI EAFE Index, returning -11.57% versus -9.36% for the quarter.

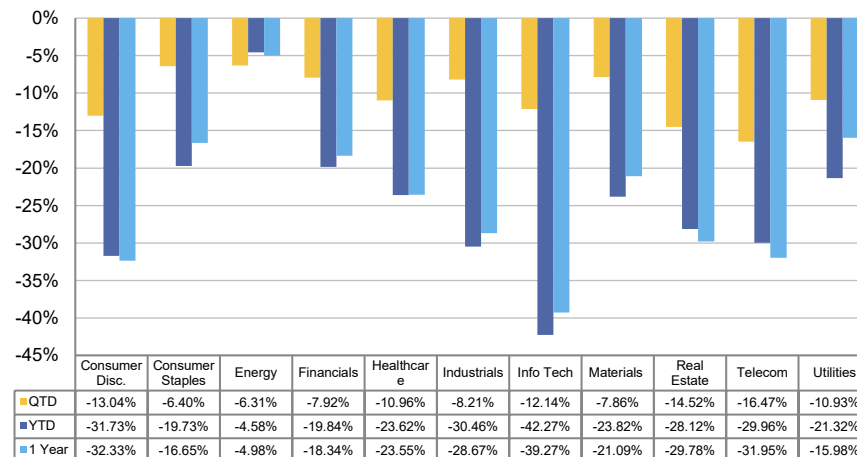
► MSCI Europe (-10.11%) underperformed the MSCI EAFE Index, as the Russian gas supply disruption exacerbated price pressures and hindered the European Central Bank's efforts to combat inflation. MSCI Japan, on the other hand, fared better than the MSCI EAFE Index, returning -7.52%. Within EM, EM Latin America (+3.72%) was the top-performing region, benefitting from Brazil's strong return of +8.68% as the country nears the end of its tightening cycle and demand for commodities stays elevated. EM Asia and EM Europe dragged the index down with quarterly returns of -13.87% and -12.09%, respectively.

► Value stocks underperformed growth stocks for the quarter, as represented by the broad benchmark, a reversal of the trend observed during the first half of the year. MSCI AC World ex-USA Value returned -10.44%, while MSCI AC World ex-USA Growth returned -9.37%. Within EM, value continued to outperform growth returning -10.77% versus -12.09%.

► Small-caps, as represented by MSCI ACWI ex-U.S. Small Cap Index, outperformed within the international equity markets, returning -8.37%.

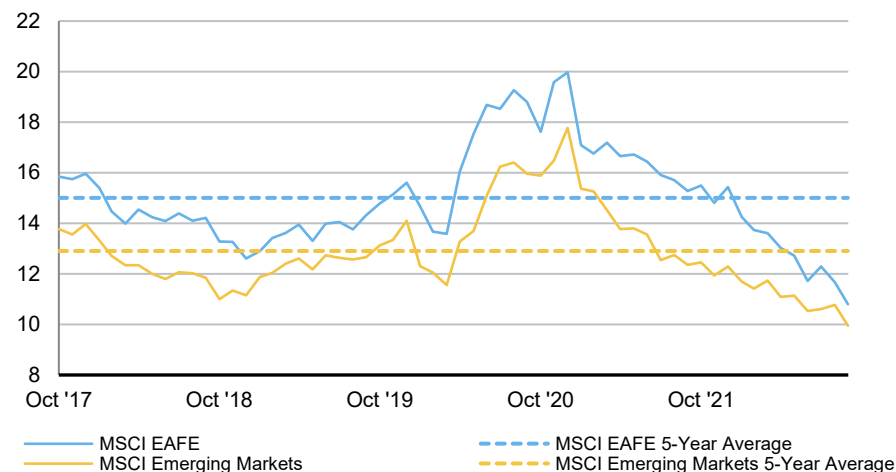
MSCI ACWI ex-U.S. Sectors

Periods Ended September 30, 2022



Source: Bloomberg.

P/E Ratios of MSCI Equity Indices*



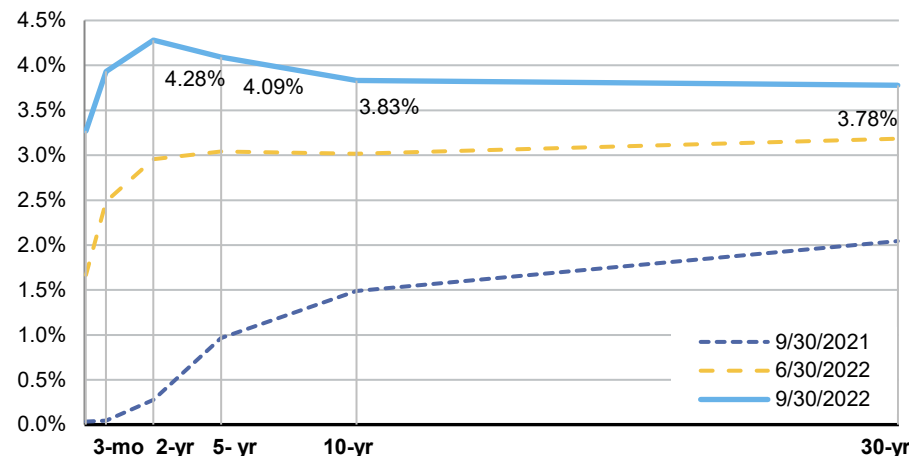
Source: Bloomberg.

*P/E ratios are calculated based on one-year forward estimates and adjusted to include only positive earnings results for consistency.

FIXED INCOME

- ▶ The U.S. bond market, represented by the Bloomberg U.S. Aggregate (Aggregate) Index, continued its sharply negative streak in the third quarter, this time with a 4.75% loss. YTD the Aggregate has lost 14.61% through September.
- ▶ The treasury market sold off again as the Fed took another hawkish tone at the Jackson Hole summit. The front end of the curve continued to rise on Fed hikes. The back end also rose, especially in late September. Yields on the 2- and 5-year treasuries rose over 100 bps each. Further out the curve, the 10-year briefly touched a 4.00% mark before falling back to 3.83%. Meanwhile, the 30-year increased, settling with a 3.79% yield, with an inverted slope versus the 2- and 10-year tenors. The Bloomberg U.S. Treasury Index lost 4.35% in total return for the quarter.
- ▶ Corporate credit was mixed as the investment-grade (IG) Bloomberg U.S. Corporate Index lost 5.06%, while high yield bonds, as represented by the Bloomberg U.S. Corporate High Yield (HY) Index, had a much more mild loss at just -0.65% as credit spreads tightened in the BB and B-rated quality. Floating rate leverage loans gained 1.19% as measured by the Credit Suisse Leveraged Loan Index.
- ▶ The fixed-rate mortgage market, as measured by the Bloomberg U.S. Mortgage-Backed Securities (MBS) Index, had another weak quarter, down 5.35%. On the commercial side, the Bloomberg U.S. Agency CMBS Index fell 4.64%.
- ▶ EM USD sovereign bonds, as represented by the JP Morgan EMBI Global Diversified Index, lost 4.57% as inflation and COVID-19 continue to disturb markets. During the quarter, Asian markets sold off the most, down 5.98%, while Africa and Middle East sub-indices performed best.

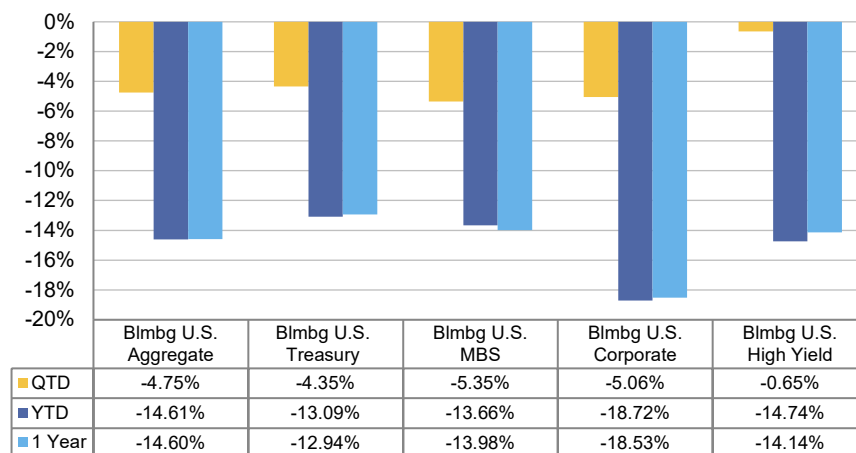
U.S. Treasury Yield Curve



Source: Bloomberg.

Returns for Fixed-Income Segments

Periods Ended September 30, 2022



Source: Bloomberg. "Blmbg BC" is Bloomberg Barclays.

ALTERNATIVES

► REITs, as measured by the FTSE NAREIT Equity REITs Index, returned -9.94% in the third quarter of 2022, compared to -17.00% in the prior quarter. All major sectors posted negative returns during the third quarter. The poor returns resulted from increasing odds of recession and rapidly rising interest rates. The best performers were the Self-Storage and Lodging/Resorts sectors, which posted returns of -1.71% and -4.09%, respectively. The Data Centers sector returned -16.77% and was the worst performer during the quarter.

► Private real estate, as measured by the NCREIF Property Index, gained 3.23% in the second quarter of 2022, resulting in a 21.50% return over the twelve-month period ended June 2022. Industrial properties continued to be the top-performing sector, with a total return of 5.86% in the second quarter, comprised of 0.78% in income return and 5.08% in appreciation return. Office properties were the worst performers, although the sector still posted a positive total return of 0.58%, comprised of 1.08% in income return and -0.50% in appreciation return.

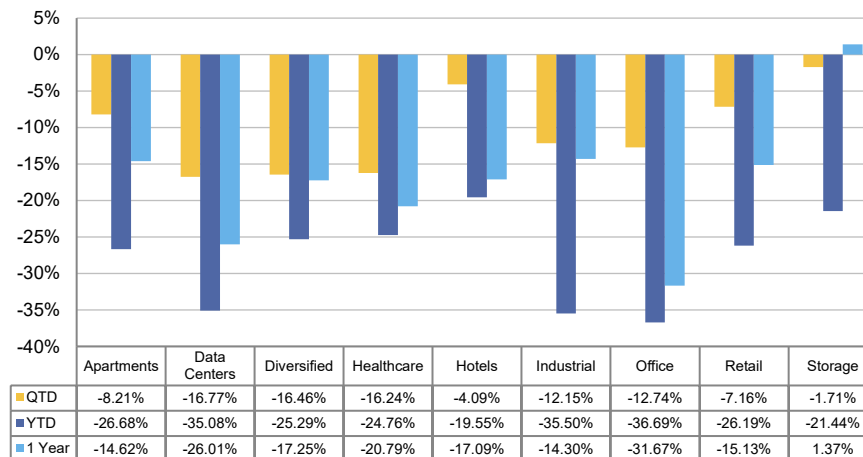
► Hedge fund returns were mixed in the third quarter of 2022, with the HFRI Fund Weighted Composite Index returning -0.58%. During the same period, the HFRI Macro (Total) Index, which benefited from recent market volatility, gained 2.21%. The HFRI Equity Hedge (Total) Index and the HFRI Fund of Funds Index returned -2.34% and 0.73%, respectively.

► In the second quarter of 2022, private capital fundraising was led by private equity funds, which closed on \$137.25 billion, followed by \$54.62 billion raised by private debt funds, \$47.96 billion raised by real assets funds, and \$29.35 billion raised by private real estate funds. Global private equity dry powder, which accounts for the bulk of private capital dry powder, remains high at \$1.24 trillion as of June 2022. According to Cambridge Associates, U.S. private equity generated a return of 22.65% for the 5 years ended Q1 2022. According to Cliffwater Direct Lending Index, U.S. middle market loans, a proxy for private debt, generated a return of 8.32% for the 5 years ended Q2 2022.

► Commodity futures, represented by the Bloomberg Commodity Total Return Index, fell 4.11% in the third quarter of 2022. The U.S. Dollar Index (DXY) gained 7.10% over the same period and reached multi-year highs. Gold spot price finished the quarter at \$1,660.61 per ounce, an 8.12% decline over that period. The West Texas Intermediate (WTI) Crude Oil spot price fell 24.84% from \$105.76 to \$79.49 per barrel during the third quarter as fears of a global economic downturn outweighed supply concerns.

FTSE NAREIT Sectors

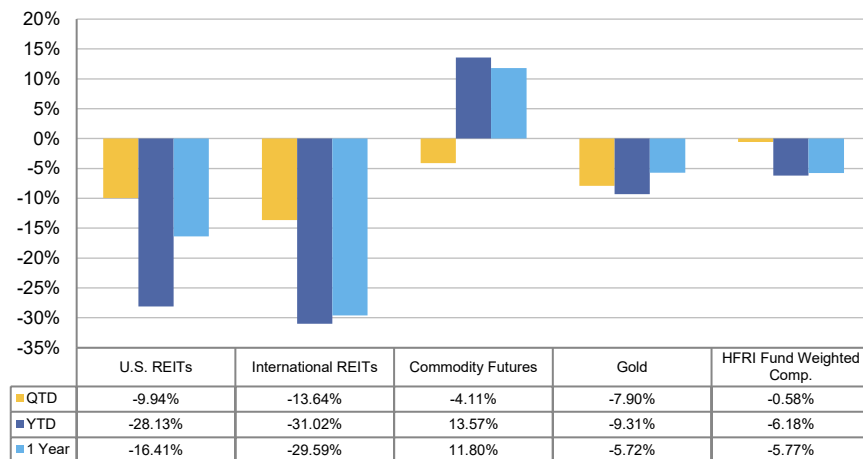
Periods Ended September 30, 2022



Source: Bloomberg.

Returns for Alternative Assets

Periods Ended September 30, 2022



Sources: Bloomberg and Hedge Fund Research, Inc.

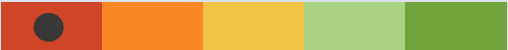
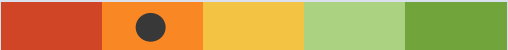
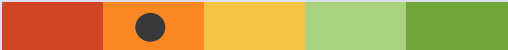






Investment Strategy Overview

Asset Class	Our Q4 2022 Investment Outlook	Comments
U.S. Equities		<ul style="list-style-type: none"> Uncertainty around Fed's rate hike cycle has led to higher uncertainty in the equity markets. Given the recent sell-off, domestic equities could be closer to the bottom of this cycle.
Large-Caps		<ul style="list-style-type: none"> Slowing economic growth and tightening financial conditions is impacting earnings growth expectations. We are closely watching earnings expectations for sustained deterioration.
Mid-Caps		<ul style="list-style-type: none"> Valuations for small- and mid-caps look relatively attractive supported by earnings growth and domestically oriented revenue exposure.
Small-Caps		
Non-U.S. Equities		<ul style="list-style-type: none"> International equities continue to trade at a discount to U.S. equities, but concerns over the outlook for European economies amidst higher inflation and energy disruption points to a possible recession in the region.
Developed Markets		<ul style="list-style-type: none"> China's focus on zero COVID policy at a time of slowing growth continues to weigh on the equity market returns. Other EM economies are being negatively impacted by a stronger dollar and/or higher food/energy inflation.
Emerging Markets		<ul style="list-style-type: none"> International small caps provide exposure to local revenue streams and have been shown to add alpha over core benchmark over long-term. In the near-term, higher exposure to negative earnings is a headwind.
International Small-Caps		
Fixed Income		<ul style="list-style-type: none"> High inflation and slowing economic growth weigh on the Fed rate hike path, leading to higher uncertainty for interest rates in the U.S.
Long-Duration, Interest Rate-Sensitive Sectors		<ul style="list-style-type: none"> Corporate spreads have widened over the course of this year, but credit markets remain attractive relative to interest rate sensitive fixed income due to strong corporate fundamentals.
Credit-Sensitive Sectors		<ul style="list-style-type: none"> We continue to seek diversified credit exposure and are closely watching signs for any distress in the corporate credit space.
Alternatives		<ul style="list-style-type: none"> Reasonable valuations and income potential that acts as inflation-hedge are positives for real estate but economic slowdown is a negative.
Real Estate		<ul style="list-style-type: none"> Private equity and debt strategies can complement multi-asset class portfolios by providing access to attractive opportunities during periods of disruption but will be impacted by rising rates and any distress in credit markets.
Private Equity		<ul style="list-style-type: none"> While prices have recently pulled back in reaction to slowing demand, some commodity exposure helps to hedge unexpected inflation
Private Debt		
Commodities		

● Current outlook ○ Outlook one quarter ago

Negative Slightly Negative Neutral Slightly Positive Positive

Factors to Consider Over the Next 6-12 Months

Monetary Policy:  <ul style="list-style-type: none"> The Fed has stated its intention to focus on bringing down inflation at the cost of economic growth. Uncertainty around the rate hike path is weighing on risk assets. Globally, inflation continues to drive most central banks towards hiking rates. 	Economic Growth:  <ul style="list-style-type: none"> Risk of recession in the next 12-18 months is rising as hawkish monetary policy impacts economic activity. Relative stable consumer and strong corporate balance sheets along with tight labor markets could lead to a shallow recession. 	Inflation:  <ul style="list-style-type: none"> Recent inflation figures surprised to the upside while underlying components have shown easing, leading us to believe that inflation will moderate over the next few months. Overly aggressive monetary policy is driven by inflation remains a risk to the economy and asset prices.
COVID-19 Containment:  <ul style="list-style-type: none"> Pockets of vulnerability remain as new strains spread but we believe we are transitioning from pandemic to endemic. China's COVID zero policy has been a drag on already slowing Chinese economy. 	Consumer Spending (U.S.):  <ul style="list-style-type: none"> Consumer sentiment recently recovered from an all-time low. Consumer balance sheets are deteriorating with falling saving rates leading to a greater impact on spending if high inflation were to sustain. 	Labor Markets:  <ul style="list-style-type: none"> Labor markets remain relatively strong but softening as evidenced by slower wage growth. Labor force participation rate is expected to go up as higher inflation weighs on consumers' real disposable income.
Corporate Fundamentals:  <ul style="list-style-type: none"> Earnings growth expectations have slowed. Impact of rising input costs, stronger dollar and higher inflation has led to slightly lower profit margins but overall profit margin levels are still high. 	Valuations:  <ul style="list-style-type: none"> Equities look attractive across the board after the recent sell-off, but elevated downside risks lead to a cautious approach. Credit markets look attractive after recent spread widening, but pockets of vulnerabilities will appear as financial conditions tighten. 	Political Risks:  <ul style="list-style-type: none"> Political risks remain elevated with the ongoing war in Ukraine. In the near-term, the threat of continued war with some spillover effects is negative to risk assets. Tensions between the U.S. and China are rising again.

● Current outlook
○ Outlook one quarter ago

Stance Unfavorable to Risk Assets
Negative
Slightly Negative
Neutral
Slightly Positive
Positive
Stance Favorable to Risk Assets

Statements and opinions expressed about the next 6-12 months were developed based on our independent research with information obtained from Bloomberg. The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC at the time of distribution (9/30/2022) and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness, or suitability.

Plan Performance Review

Asset Allocation & Performance

	Allocation		Performance(%)						
	Market Value (\$)	%	1 Quarter	Year To Date	1 Year	3 Years	5 Years	Since Inception	Inception Date
Total Fund	41,193,042	100.00	-6.03	-22.51	-18.79	2.71	N/A	4.30	11/01/2018
<i>Blended Benchmark</i>			-5.76	-21.54	-18.15	2.03	N/A	4.22	11/01/2018
Domestic Equity	16,418,215	39.86	-5.27	-25.22	-18.63	7.89	N/A	8.74	11/01/2018
PFM Multi-Manager Domestic Equity Fund	16,418,215	39.86	-5.10	-24.71	-17.97	7.38	N/A	8.60	11/01/2018
<i>Russell 3000 Index</i>			-4.46	-24.62	-17.63	7.70	8.62	8.73	11/01/2018
Vanguard Total Stock Market ETF - 62.7%			-4.44	-24.87	-18.00	7.58	8.55	5.14	02/01/2020
<i>Russell 3000 Index</i>			-4.46	-24.62	-17.63	7.70	8.62	5.25	02/01/2020
Vaughan Nelson Select - 11.5% (^)			-4.45	-21.09	-10.51	12.46	N/A	13.16	11/01/2018
Nuance All Cap Value - 9.1% (^)			-8.50	-16.92	-13.28	4.60	N/A	8.06	11/01/2018
<i>Russell 3000 Index</i>			-4.46	-24.62	-17.63	7.70	8.62	8.73	11/01/2018
Aristotle Atlantic Core Equity - 7.2%(^)			-4.95	-26.69	N/A	N/A	N/A	-24.47	11/01/2021
<i>Russell 3000 Index</i>			-4.46	-24.62	-17.63	7.70	8.62	-22.84	11/01/2021
Champlain Mid Cap Core - 4.2% (^)			-4.05	-30.81	-26.30	6.67	N/A	8.69	11/01/2018
<i>S&P MidCap 400</i>			-2.46	-21.52	-15.25	6.01	5.82	6.60	11/01/2018
Jacobs Levy Small Cap - 4.6% (^)			-7.71	-23.99	-16.07	10.92	N/A	8.18	05/01/2019
<i>S&P SmallCap 600</i>			-5.20	-23.16	-18.83	5.48	4.84	4.14	05/01/2019
International Equity	7,400,708	17.97	-10.34	-31.50	-29.79	-1.79	N/A	0.25	11/01/2018
PFM Multi-Manager International Equity Fund	7,400,708	17.97	-10.23	-30.49	-28.60	-2.15	N/A	0.00	11/01/2018
<i>MSCI AC World ex USA (Net)</i>			-9.91	-26.50	-25.17	-1.52	-0.81	0.68	11/01/2018
iShares Core MSCI Total Int'l Stock ETF - 36.1%			-10.53	-27.21	-25.75	-1.40	-0.77	-3.75	02/01/2020
<i>MSCI AC World ex USA (Net)</i>			-9.91	-26.50	-25.17	-1.52	-0.81	-3.83	02/01/2020
WCM Focused Growth International - 6.9% (^)			-7.09	-35.80	-32.19	N/A	N/A	1.87	12/01/2019
<i>MSCI AC World ex USA (Net)</i>			-9.91	-26.50	-25.17	-1.52	-0.81	-3.09	12/01/2019
Ninety One Int'l Dynamic Equity - 12.1% (^)			-9.05	-29.40	N/A	N/A	N/A	-26.62	12/01/2021
<i>MSCI AC World ex USA (Net)</i>			-9.91	-26.50	-25.17	-1.52	-0.81	-23.46	12/01/2021
Acadian Non-U.S. Equity - 17.1% (^)			-7.65	-24.50	-21.64	N/A	N/A	-1.52	01/01/2020
<i>MSCI EAFE (net)</i>			-9.36	-27.09	-25.13	-1.83	-0.84	-4.76	01/01/2020
Aristotle International Equity - 17.1% (^)			-8.46	-30.24	-26.38	-1.08	N/A	1.60	11/01/2018
<i>MSCI EAFE (net)</i>			-9.36	-27.09	-25.13	-1.83	-0.84	0.36	11/01/2018

Returns are net of mutual fund fees and are expressed as percentages.

Blended Benchmark: See historical hybrid composition page for details. Asset class level returns may vary from individual underlying manager returns due to cash flows.

(*) Performance information is gross of fees and reflects sleeve level information (not specific to this client/investor). It is provided by sub-advisers of the PFM Multi-Manager Equity Fund, PFM Multi-Manager International Equity Fund and PFM Multi-Manager Fixed-Income Fund.

Asset Allocation & Performance

	Allocation		Performance(%)						
	Market Value (\$)	%	1 Quarter	Year To Date	1 Year	3 Years	5 Years	Since Inception	Inception Date
Kayne Anderson International Small Cap - 0.9% (^)			-14.86	-41.32	-40.25	N/A	N/A	-29.66	05/01/2021
MSCI AC World ex USA Small Cap (Net)			-8.37	-29.37	-28.93	0.38	-0.56	-20.49	05/01/2021
Schroders Global Emerging Markets - 9.5% (^)			-11.30	-29.49	-31.28	N/A	N/A	-5.06	01/01/2020
MSCI EM (net)			-11.57	-27.16	-28.11	-2.07	-1.81	-6.15	01/01/2020
Other Growth	1,602,411	3.89	-9.72	-27.35	-21.70	N/A	N/A	-7.33	04/01/2021
Cohen & Steers Inst Realty Shares	800,921	1.94	-10.89	-27.43	-15.85	0.37	5.79	-3.20	04/01/2021
Principal RE Securities Inst Fund	801,490	1.95	-8.54	-26.91	-16.16	-0.24	5.12	-3.09	04/01/2021
MSCI US REIT Index			-9.96	-28.26	-16.56	-2.00	2.93	-3.79	04/01/2021
Fixed Income	12,815,029	31.11	-3.71	-14.30	-14.40	-2.89	N/A	0.28	11/01/2018
PFM Multi-Manager Fixed Income Fund	12,815,029	31.11	-3.70	-14.41	-14.52	-2.78	N/A	0.34	11/01/2018
Blmbg. U.S. Aggregate			-4.75	-14.61	-14.60	-3.26	-0.27	0.17	11/01/2018
PGIM Core Fixed - 35.0% (^)			-4.63	-15.50	-15.42	-2.95	N/A	0.56	11/01/2018
TIAA Core Fixed - 35.0% (^)			-4.24	-14.78	-14.90	-2.50	N/A	0.80	11/01/2018
Blmbg. U.S. Aggregate			-4.75	-14.61	-14.60	-3.26	-0.27	0.17	11/01/2018
iShares Core U.S. Aggregate Bond ETF - 1.0%			-4.73	-14.50	-14.58	-3.29	-0.31	-9.84	05/01/2021
Blmbg. U.S. Aggregate			-4.75	-14.61	-14.60	-3.26	-0.27	-9.86	05/01/2021
PineBridge IG Credit - 5.9% (^)			-5.34	-18.56	-18.35	-1.81	N/A	2.23	11/01/2018
Blmbg. U.S. Credit Index			-4.95	-18.07	-17.89	-3.61	-0.05	0.58	11/01/2018
Brown Bros. Harriman Structured - 10.5% (^)			-0.70	-4.53	-4.36	0.78	N/A	2.03	11/01/2018
ICE BofAML Asset-Bckd Fxd & Fltng Rate AA-BBB			-1.49	-6.87	-7.24	-0.45	1.31	0.98	11/01/2018
SPDR Blackstone Senior Loan ETF - 7.3%			-0.16	-6.57	-6.21	0.96	2.09	-6.68	02/01/2022
Credit Suisse Leveraged Loan Index			1.19	-3.31	-2.62	2.12	3.00	-3.66	02/01/2022
Brandywine Global High Yield - 2.5%			0.25	-13.02	-12.45	2.47	4.44	-1.10	10/01/2020
Blmbg. Ba to B U.S. High Yield			-0.69	-14.49	-13.82	-0.36	1.83	-2.70	10/01/2020
MainStay MacKay High Yield Corp Bond Fund - 2.5%			-0.49	-11.31	-11.05	0.31	2.03	-6.93	06/01/2021
ICE BofAML High Yield Master II			-0.70	-14.65	-14.10	-0.69	1.40	-9.23	06/01/2021
Other Income	749,439	1.82	-2.85	-17.33	-14.67	N/A	N/A	-14.68	09/01/2021
iShares Preferred and Income Securities ETF	749,439	1.82	-1.96	-16.75	-14.55	-0.64	1.15	-14.10	09/01/2021
ICE Exchange-Listed Preferred & Hybrid Securities			-1.95	-16.55	-14.27	-0.15	N/A	-13.82	09/01/2021

Returns are net of mutual fund fees and are expressed as percentages.

Blended Benchmark: See historical hybrid composition page for details. Asset class level returns may vary from individual underlying manager returns due to cash flows.

(*) Performance information is gross of fees and reflects sleeve level information (not specific to this client/investor). It is provided by sub-advisers of the PFM Multi-Manager Equity Fund, PFM Multi-Manager International Equity Fund and PFM Multi-Manager Fixed-Income Fund.

Asset Allocation & Performance

	Allocation		Performance(%)						
	Market Value (\$)	%	1 Quarter	Year To Date	1 Year	3 Years	5 Years	Since Inception	Inception Date
Real Return	1,008,223	2.45	-11.30	2.69	2.47	N/A	N/A	6.51	06/01/2021
PIMCO Commodity Real Return Strategy	1,008,223	2.45	-8.58	5.09	4.81	14.52	7.60	10.46	06/01/2021
<i>Bloomberg Commodity Index Total Return</i>			-4.11	13.57	11.80	13.45	6.96	15.63	06/01/2021
Cash Equivalent	1,199,019	2.91	1.40	1.56	1.57	N/A	N/A	0.68	06/01/2020
Federated Government Obligation	1,199,019	2.91	0.50	0.65	0.66	0.48	1.01	0.30	06/01/2020

Returns are net of mutual fund fees and are expressed as percentages.

Blended Benchmark: See historical hybrid composition page for details. Asset class level returns may vary from individual underlying manager returns due to cash flows.

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Comparative Performance

	2021	2020	2019	2018	2017
Total Fund	14.22	15.54	20.81	N/A	N/A
<i>Blended Benchmark</i>	<i>11.59</i>	<i>14.56</i>	<i>20.95</i>	<i>N/A</i>	<i>N/A</i>
Domestic Equity					
PFM Multi-Manager Domestic Equity Fund	26.28	20.05	29.70	N/A	N/A
<i>Russell 3000 Index</i>	<i>25.66</i>	<i>20.89</i>	<i>31.02</i>	<i>-5.24</i>	<i>21.13</i>
Vanguard Total Stock Market ETF - 62.7%	25.72	20.95	30.80	-5.13	21.16
<i>Russell 3000 Index</i>	<i>25.66</i>	<i>20.89</i>	<i>31.02</i>	<i>-5.24</i>	<i>21.13</i>
Vaughan Nelson Select - 11.5% (^)	41.05	20.01	29.17	N/A	N/A
Nuance All Cap Value - 9.1% (^)	15.15	9.69	31.33	N/A	N/A
Aristotle Atlantic Core Equity - 7.2%(^)	N/A	N/A	N/A	N/A	N/A
<i>Russell 3000 Index</i>	<i>25.66</i>	<i>20.89</i>	<i>31.02</i>	<i>-5.24</i>	<i>21.13</i>
Champlain Mid Cap Core - 4.2% (^)	25.95	30.51	27.82	N/A	N/A
<i>S&P MidCap 400</i>	<i>24.76</i>	<i>13.66</i>	<i>26.20</i>	<i>-11.08</i>	<i>16.24</i>
Jacobs Levy Small Cap - 4.6% (^)	39.61	18.81	N/A	N/A	N/A
<i>S&P SmallCap 600</i>	<i>26.82</i>	<i>11.29</i>	<i>22.78</i>	<i>-8.48</i>	<i>13.23</i>
International Equity					
PFM Multi-Manager International Equity Fund	9.38	13.74	21.23	N/A	N/A
<i>MSCI AC World ex USA (Net)</i>	<i>7.82</i>	<i>10.65</i>	<i>21.51</i>	<i>-14.20</i>	<i>27.19</i>
iShares Core MSCI Total Int'l Stock ETF - 36.1%	8.52	11.14	21.85	-14.55	28.08
<i>MSCI AC World ex USA (Net)</i>	<i>7.82</i>	<i>10.65</i>	<i>21.51</i>	<i>-14.20</i>	<i>27.19</i>
WCM Focused Growth International - 6.9% (^)	18.78	32.21	N/A	N/A	N/A
Ninety One Int'l Dynamic Equity - 12.1% (^)	N/A	N/A	N/A	N/A	N/A
<i>MSCI AC World ex USA (Net)</i>	<i>7.82</i>	<i>10.65</i>	<i>21.51</i>	<i>-14.20</i>	<i>27.19</i>
Acadian Non-U.S. Equity - 17.1% (^)	14.31	11.10	N/A	N/A	N/A
Aristotle International Equity - 17.1% (^)	17.21	10.14	25.45	N/A	N/A
<i>MSCI EAFE (net)</i>	<i>11.26</i>	<i>7.82</i>	<i>22.01</i>	<i>-13.79</i>	<i>25.03</i>
Kayne Anderson International Small Cap - 0.9% (^)	N/A	N/A	N/A	N/A	N/A
<i>MSCI AC World ex USA Small Cap (Net)</i>	<i>12.93</i>	<i>14.24</i>	<i>22.42</i>	<i>-18.20</i>	<i>31.65</i>
Schroders Global Emerging Markets - 9.5% (^)	-3.38	27.26	N/A	N/A	N/A
<i>MSCI EM (net)</i>	<i>-2.54</i>	<i>18.31</i>	<i>18.42</i>	<i>-14.57</i>	<i>37.28</i>

Returns are net of mutual fund fees and are expressed as percentages.

Blended Benchmark: See historical hybrid composition page for details.

(^) Performance information is gross of fees and reflects sleeve level information (not specific to this client/investor). It is provided by sub-advisers of the PFM Multi-Manager Equity Fund, PFM Multi-Manager International Equity Fund and PFM Multi-Manager Fixed-Income Fund.

Comparative Performance

	2021	2020	2019	2018	2017
Other Growth					
Cohen & Steers Inst Realty Shares	42.47	-2.57	33.01	-3.99	7.45
Principal RE Securities Inst Fund	39.64	-3.23	31.13	-4.31	9.03
<i>MSCI US REIT Index</i>	43.06	-7.57	25.84	-4.57	5.07
Fixed Income					
PFM Multi-Manager Fixed Income Fund	-0.85	7.86	9.56	N/A	N/A
<i>Blmbg. U.S. Aggregate</i>	-1.55	7.51	8.72	0.01	3.54
PGIM Core Fixed - 35.0% (^)	-0.98	9.01	9.65	N/A	N/A
TIAA Core Fixed - 35.0% (^)	-0.91	9.44	9.59	N/A	N/A
iShares Core U.S. Aggregate Bond ETF - 1.0%	-1.67	7.42	8.68	-0.05	3.53
<i>Blmbg. U.S. Aggregate</i>	-1.55	7.51	8.72	0.01	3.54
PineBridge IG Credit - 5.9% (^)	0.02	14.54	15.48	N/A	N/A
<i>Blmbg. U.S. Credit Index</i>	-1.08	9.35	13.80	-2.11	6.18
Brown Bros. Harriman Structured - 10.5% (^)	3.01	3.42	5.07	N/A	N/A
<i>ICE BofAML Asset-Bckd Fxd & Fltng Rate AA-BBB</i>	1.75	3.94	4.31	3.16	4.53
SPDR Blackstone Senior Loan ETF - 7.3%	4.91	2.73	9.33	-0.25	3.61
<i>Credit Suisse Leveraged Loan Index</i>	5.40	2.78	8.17	1.14	4.25
Brandywine Global High Yield - 2.5%	5.50	13.92	15.56	1.27	10.48
<i>Blmbg. Ba to B U.S. High Yield</i>	4.71	7.78	15.18	-1.86	6.92
MainStay MacKay High Yield Corp Bond Fund - 2.5%	5.35	5.28	13.03	-1.34	6.79
<i>ICE BofAML High Yield Master II</i>	5.35	6.17	14.41	-2.27	7.48
Other Income					
iShares Preferred and Income Securities ETF	7.09	7.94	15.62	-4.77	8.33
<i>ICE Exchange-Listed Preferred & Hybrid Secs</i>	7.75	8.58	18.45	N/A	N/A
Real Return					
PIMCO Commodity Real Return Strategy	33.48	0.82	12.27	-13.77	2.70
<i>Bloomberg Commodity Index Total Return</i>	27.11	-3.12	7.69	-11.25	1.70
Cash Equivalent					
Federated Government Obligation	0.02	0.36	2.07	1.70	0.75

Returns are net of mutual fund fees and are expressed as percentages.

Blended Benchmark: See historical hybrid composition page for details.

(^*) Performance information is gross of fees and reflects sleeve level information (not specific to this client/investor). It is provided by sub-advisers of the PFM Multi-Manager Equity Fund, PFM Multi-Manager International Equity Fund and PFM Multi-Manager Fixed-Income Fund.

Account Reconciliation

QTR

	Market Value As of 07/01/2022	Net Flows	Return On Investment	Market Value As of 09/30/2022
Total Fund	43,839,104	-	(2,646,062)	41,193,042

YTD

	Market Value As of 01/01/2022	Net Flows	Return On Investment	Market Value As of 09/30/2022
Total Fund	42,754,264	9,966,914	(11,528,136)	41,193,042

1 Year

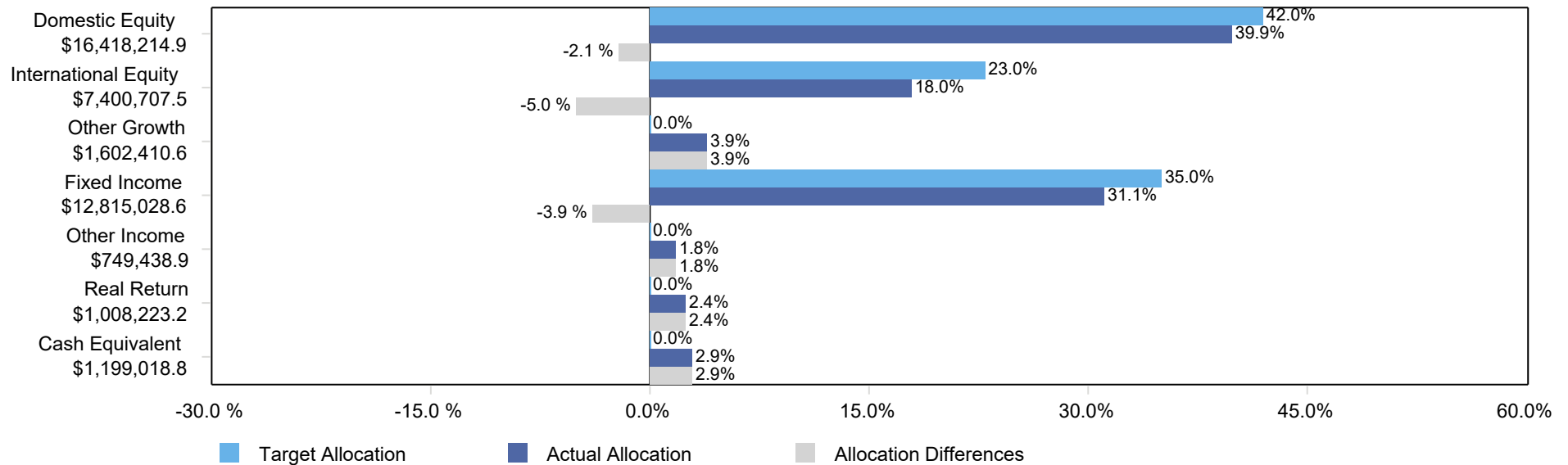
	Market Value As of 10/01/2021	Net Flows	Return On Investment	Market Value As of 09/30/2022
Total Fund	36,084,729	14,836,267	(9,727,953)	41,193,042

Since Inception

	Market Value As of 11/01/2018	Net Flows	Return On Investment	Market Value As of 09/30/2022
Total Fund	-	40,831,897	361,145	41,193,042

Asset Allocation Summary

	Asset Allocation (%)	Target Allocation (%)	Minimum Allocation (%)	Maximum Allocation (%)	Differences (%)
Total Fund	100.0	100.0	N/A	N/A	0.0
Domestic Equity	39.9	42.0	22.0	62.0	-2.1
International Equity	18.0	23.0	3.0	43.0	-5.0
Other Growth	3.9	0.0	0.0	20.0	3.9
Fixed Income	31.1	35.0	15.0	55.0	-3.9
Other Income	1.8	0.0	0.0	20.0	1.8
Real Return	2.4	0.0	0.0	20.0	2.4
Cash Equivalent	2.9	0.0	0.0	20.0	2.9



Historical Hybrid Composition - Blended Benchmark

Allocation Mandate	Weight (%)
Nov-2018	
Russell 3000 Index	42.0
MSCI AC World ex USA (Net)	23.0
Blmbg. U.S. Aggregate	35.0

Tab V

Disclosures

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It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

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- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.1.

4/4/2023

Subject:

Petition to Vacate, Re: Public Utility & Drainage Easement- 1710 Misty Way - "Whispering Woods Phase I" Plat Book 37, Page 4 - Titusville - Michael A. & Dana D. St. Jean - District 1

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 10.00-foot wide public utility & drainage easement, "Whispering Woods Phase I" in Section 33, Township 22 South, Range 35 East. If approved, it is requested that the Board authorize the Chair to sign the attached Resolution approving the vacating.

Summary Explanation and Background:

Florida Statutes, Section 336.09 and Brevard County Article II, Section 86-36, provide a method for the Board of County Commissioners to vacate and abandon unused rights-of-way and easements. The petitioners own Lot 27, and are requesting the vacating of a 1.00 ft. by 40.00 ft. portion of a 10.00 ft. wide public utility & drainage easement on the north side of Lot 27, to allow for the constructed pergola improvement to remain. The easement to be vacated contains 40.00 square feet, more or less. The property is located in Titusville South of SR 405 and West of SR 407.

On March 20, 2023, the legal notice was advertised in Florida Today informing the public of the date a public hearing would be held to consider the vacating. All pertinent county agencies and public utility companies have been notified. At this time, no objections have been received.

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

Clerk to the Board Instructions:

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

Resolution 2023 -

Vacating a portion of a public utility & drainage easement in plat "Whispering Woods Phase I" Subdivision, Titusville, Florida, lying in Section 33, Township 22 South, Range 35 East

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **MICHAEL A. & DANA D. ST. JEAN** with the Board of County Commissioners to vacate a public easement in Brevard County, Florida, described as follows:

SEE ATTACHED SKETCH & DESCRIPTION

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

WHEREAS, a 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 easement(s) will not be detrimental to Brevard County or the public.

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

DONE, ORDERED, AND ADOPTED, in regular session, this 4TH day of April, 2023 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:

Rachel Sadoff, Clerk

Rita Pritchett, Chair

As approved by the Board on:
April 4, 2023

Brevard County Property Appraiser Detail Sheet

Account 2217802

Owners ST JEAN, MICHAEL A; ST JEAN, DANA D

Mailing Address 1710 MISTY WAY TITUSVILLE FL 32780

Site Address 1710 MISTY WAY TITUSVILLE FL 32780

Parcel ID 22-35-33-55-*-27

Property Use 0110 - SINGLE FAMILY RESIDENCE

Exemptions HEX1 - HOMESTEAD FIRST

HEX2 - HOMESTEAD ADDITIONAL

Taxing District 1300 - UNINCORP DISTRICT 1

Total Acres 0.49

Subdivision WHISPERING WOODS PHASE I

Site Code 0001 - NO OTHER CODE APPL.

Plat Book/Page 0037/0004

Land Description WHISPERING WOODS PHASE I LOT 27

VALUE SUMMARY

Category	2022	2021	2020
Market Value	\$388,060	\$301,820	\$294,590
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$325,840	\$301,820	\$162,090
Assessed Value School	\$325,840	\$301,820	\$162,090
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,000	\$25,000	\$25,000
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$275,840	\$251,820	\$112,090
Taxable Value School	\$300,840	\$276,820	\$137,090

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
07/28/2021	\$445,000	WD	--	9210/2526
03/24/2020	\$352,500	WD	--	8700/2526
07/30/1998	\$22,500	WD	--	3878/2195

Vicinity Map

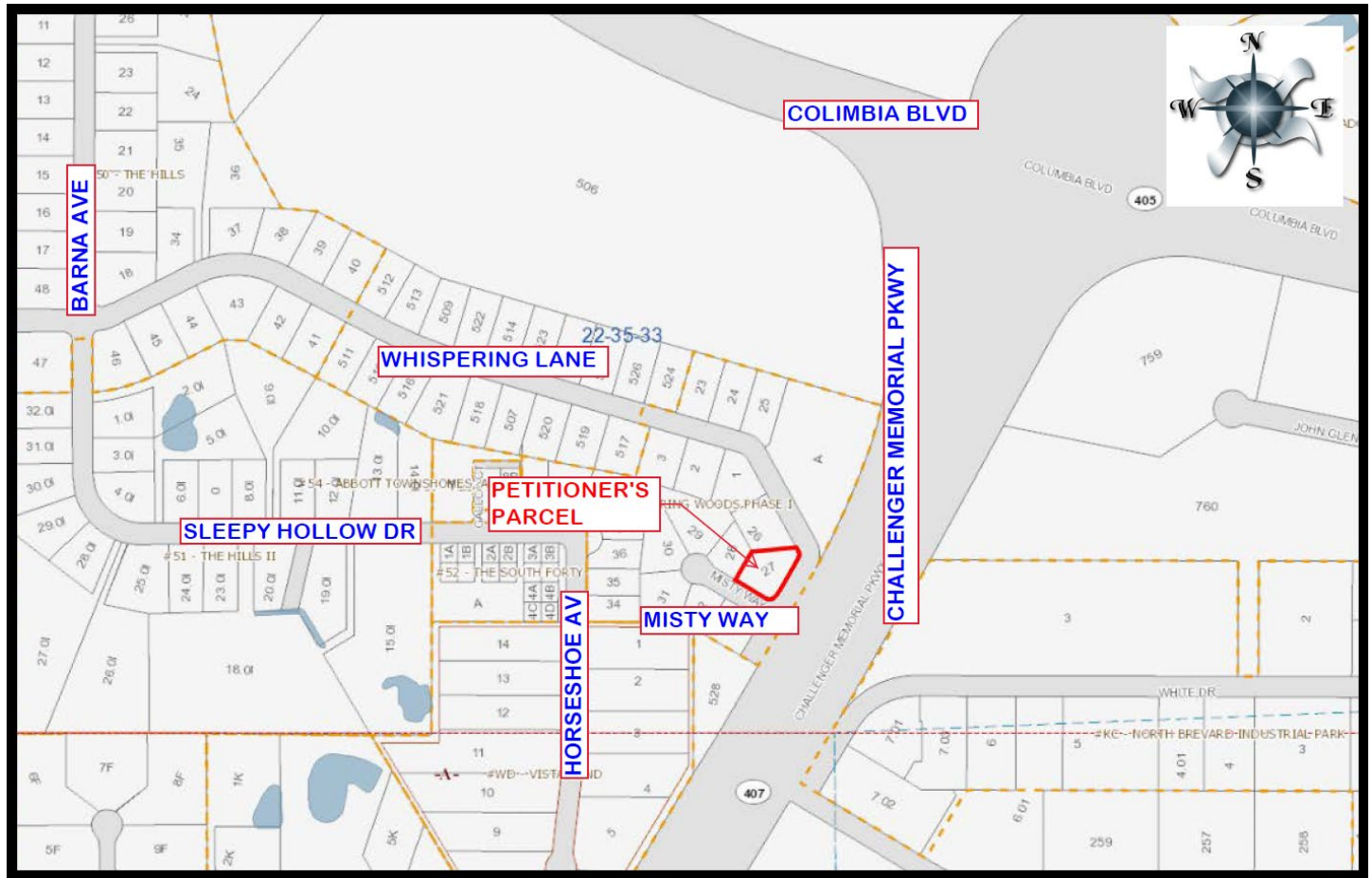


Figure 1: Map of Lot 27, Whispering Woods Phase I, 1710 Misty Way, Titusville, Florida, 32780.

Michael A. & Dana D. St. Jean – 1710 Misty Way – Titusville, FL, 32780 – Lot 27, plat of “Whispering Woods Phase I” – Plat Book 37, Page 4 – Section 33, Township 22 South, Range 35 East – District 1 – Proposed Vacating of a 1.0 ft. by 40.00 ft. portion of a 10.0 ft. Wide Public Utility & Drainage Easement

Aerial Map



Figure 2: Aerial Map of Lot 27, Whispering Woods Phase I, 1710 Misty Way, Titusville, Florida, 32780.

Michael A. & Dana D. St. Jean – 1710 Misty Way – Titusville, FL, 32780 – Lot 27, plat of “Whispering Woods Phase I” – Plat Book 37, Page 4 – Section 33, Township 22 South, Range 35 East – District 1 – Proposed Vacating of a 1.0 ft. by 40.00 ft. portion of a 10.0 ft. Wide Public Utility & Drainage Easement

Petitioner's Sketch & Description Sheet 1 of 3

J.O.# 36828-1

LEGAL DESCRIPTION

SECTION 33, T.22S., R.35E.
PETITIONER'S PARCEL ID
NO. 22-35-33-55-A-27

SHEET 1 OF 3 NOT VALID
WITHOUT SHEETS 2 AND 3

PURPOSE OF SKETCH AND DESCRIPTION: EASEMENT VACATING

LEGAL DESCRIPTION:

A 1.0 FOOT BY 40.0 FOOT PORTION OF THE 10.0 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING ON THE SOUTH SIDE OF THE NORTH LINE OF LOT 27, WHISPERING WOODS PHASE I, AS RECORDED IN PLAT BOOK 37, PAGE 4, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

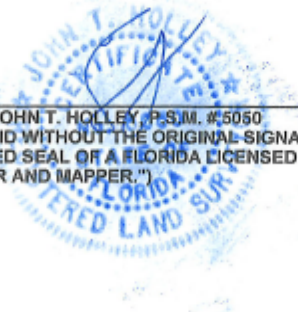
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE S. 32°04'54" E., 11.22 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY AND SOUTH LINES OF SAID 10.0 FOOT EASEMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N. 5°06'48" W., 1.00 FOOT; THENCE N. 84°53'12" E. PARALLEL WITH SAID SOUTH LINE OF EASEMENT, 40.00 FEET; THENCE S. 5°06'48" E., 1.00 FOOT TO SAID SOUTH LINE; THENCE 84°53'12" W. ALONG SAID SOUTH LINE 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 40 SQUARE FEET MORE OR LESS

THIS CERTIFIES THAT THE FOREGOING SKETCH AND LEGAL DESCRIPTION MEET THE APPLICABLE MINIMUM STANDARDS ESTABLISHED PURSUANT TO FLORIDA STATUTES 472.027 AND ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY, BUT ARE BASED ON INFORMATION FROM PUBLIC RECORDS WHICH MAY DIFFER.

THIS IS NOT A SURVEY

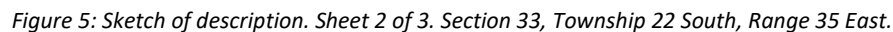
02/09/23
JOHN T. HOLLEY, P.S.M. #5050
("NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.")



HOLLEY & ASSOCIATES INC.
REGISTERED LAND SURVEYORS L.B.#4595
1846 ROBIN HOOD AVE., TITUSVILLE, FL.
P.O. BOX 1975, 32781
321-267-6113

Figure 4: Legal Description. Sheet 1 of 3. Section 33, Township 22 South, Range 35 East.

J.O.# 36828-2



124

Petitioner's Sketch & Description: 3 of 3

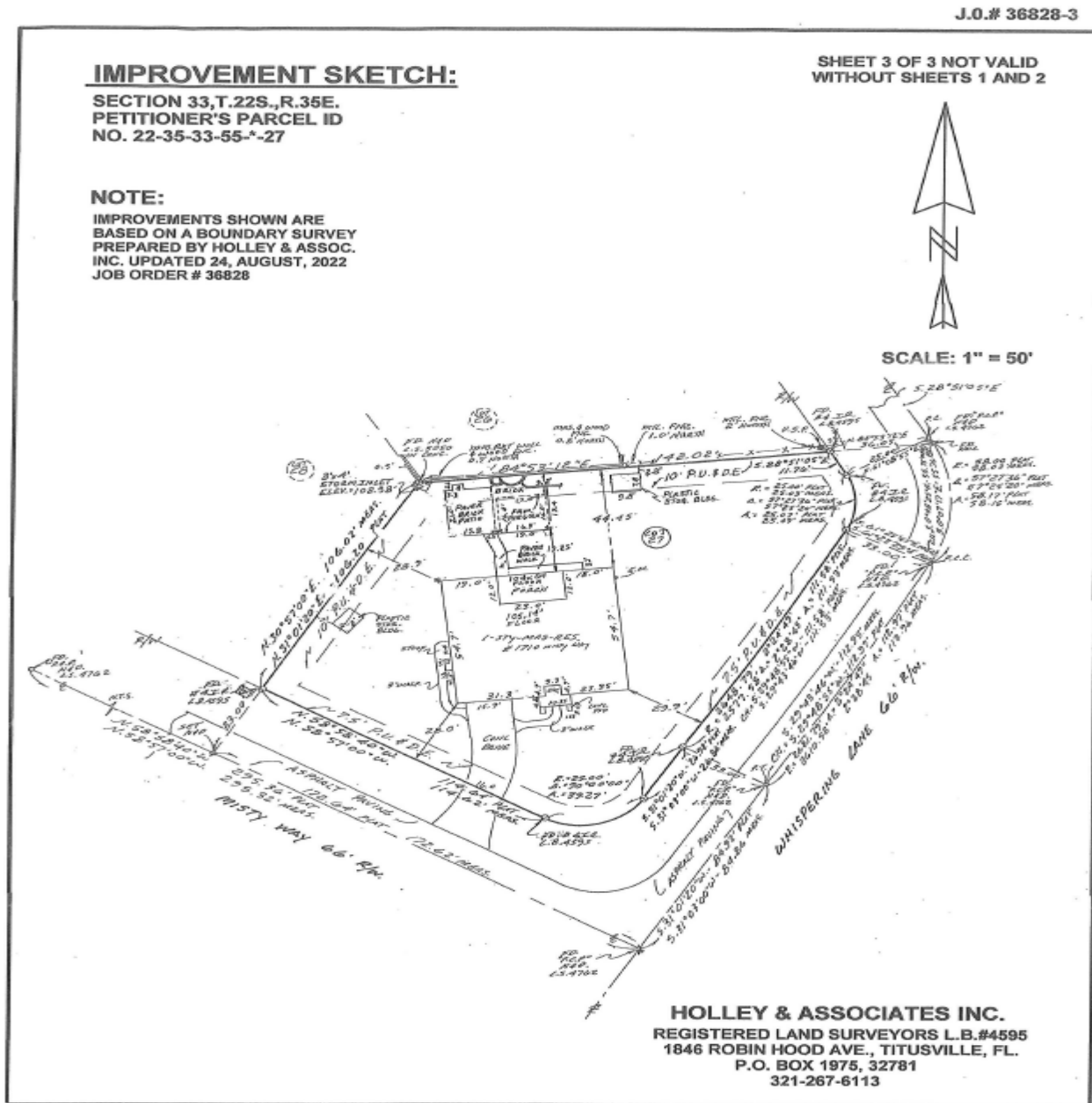


Figure 6: Improvement Sketch. Sheet 3 of 3. Section 33, Township 22 South, Range 35 East.

The sketch illustrates a detail of the newly constructed pergola within the 1.00-foot portion to be vacated of a 10.00-foot wide public utility & drainage easement on Lot 27, Whispering Woods Phase I, Titusville, Florida.

Comment Sheet

Applicant: St. Jean

Updated by: Amber Holley 20230309 at 1630 hours

Utilities	Notified	Received	Approved	Remarks
FL City Gas Co	20230224	20230224	Yes	No objections
FL Power & Light	20230224	20230316	Yes	No comments
At&t	20230224	20230227	Yes	No objections
Charter/Spectrum	20230224	20230228	Yes	No objections
City of Titusville	20230224	20230307	Yes	No objections

County Staff	Notified	Received	Approved	Remarks
Road & Bridge	20230224	20230110	Yes	No objections
Land Planning	20230224	20230309	Yes	No objections
Utility Services	20230224	20230227	Yes	No objections
Storm Water	20230224	20230310	Yes	No objections
Zoning	20230224	20230309	Yes	No objections

Public Hearing Legal Advertisement

AD#5633441

3/20/2023

LEGAL NOTICE

NOTICE FOR THE PARTIAL VACATING OF A 10.0 FT. WIDE PUBLIC UTILITY & DRAINAGE EASEMENT, PLAT OF "WHISPERING WOODS PHASE I" IN SECTION 33, TOWNSHIP 22 SOUTH, RANGE 35 EAST, TITUSVILLE, 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 **MICHAEL A. & DANA D. ST. JEAN** with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit:

A 1.0 FOOT BY 40.0 FOOT PORTION OF THE 10.0 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING ON THE SOUTH SIDE OF THE NORTH LINE OF LOT 27, WHISPERING WOODS PHASE I, AS RECORDED IN PLAT BOOK 37, PAGE 4, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

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CONTAINING 40 SQUARE FEET MORE OR LESS. PREPARED BY: JOHN T. HOLLEY, PSM.

The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at 5:00 P.M. on April 4, 2023, 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.

Figure 7: Copy of public hearing advertisement as published on March 20, 2023. See the next page for the full text.

Legal Notice Text

LEGAL NOTICE

NOTICE FOR THE PARTIAL VACATING OF A 10.0 FT. WIDE PUBLIC UTILITY & DRAINAGE EASEMENT, PLAT OF "WHISPERING WOODS PHASE I" IN SECTION 33, TOWNSHIP 22 SOUTH, RANGE 35 EAST, TITUSVILLE, FL

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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

Unfinished Business

I.1.

4/4/2023

Subject:

Direction, Re: Tourism Development Council's Recommendation to use Cultural carry forward funds to pay for the Tourism + Indian River Lagoon Grant Program for the Fiscal Year 2023-24

Fiscal Impact:

\$1 million in Tourism Development Tax funds are budgeted annually for the Indian River Lagoon Grant Program from the Beach Fund (1442). A transfer of \$1 million from the Cultural Fund (1446) will occur if the Board directs.

Dept/Office:

Tourism Development Office

Requested Action:

It is requested that the Board provide direction to staff regarding the Tourist Development Council's recommendation to use Cultural carry forward funds to pay for the Tourism + Indian River Lagoon (IRL) Grant Program funded from the Tourism Development Tax (TDT) for the FY 2023-24 fiscal year.

Summary Explanation and Background:

On March 7, the Board discussed the Tourism Development Council's (TDC) recommended to suspend Tourism + Lagoon Grant funding for one year. The Board gave direction to staff to take this item back to the (TDC) for review and to make a recommendation on how to pay for Tourism + Lagoon Grants in FY23-24. The three recommendations that the TDC considered:

- Hold the \$1 million for Tourism + Lagoon Grants from the Beach Fund unless there are no named storms by September 30, 2024
- Do not award Tourism + Lagoon Grants for FY2023-2024 and increase grant fund to \$1.1 million over the following 10 years
- Use Cultural Fund to pay for Tourism + Lagoon Grants

The TDC met on March 22 and recommended, in an 8-1 vote, to use the Cultural carry forward funds in the amount of \$1 million to cover these grants. Upon approval of the Board, staff will initiate the transfer of these funds into the appropriate fund category (with County Attorney's Office guidance) in the 2023-24 budget. In addition, the TDC also voted 9-0 to recommend not diverting further funds from the Beach Fund for other uses beyond beach renourishment until that fund is once again solvent.

On February 22, 2023, the Tourist Development Council voted 9-0 to recommend that the Board of County Commissioners suspend the Tourism + IRL grant program for the FY 2023-24 year due to the allocation of the remaining balance of the Beach Funds to pay for expenses related to beach repair after Hurricanes Ian and

Nicole. Repairs for the storms will be \$22,488,179, which will utilize all Beach Funds and require an additional \$6,442,628 to be drawn from ARPA funds, as was approved by the Board on December 6, 2022. The project is FEMA eligible and staff is expecting that the Beach Fund will be reimbursed; FEMA reimbursements typically occur in about three years. Until FEMA reimbursement is received, if another storm event occurs during the 2023 hurricane season that requires repair, the Beach fund will be depleted.

Clerk to the Board Instructions:

Please provide a memo to the Tourism Development Office and the County Attorney's Office



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Development and Environmental Services Group

J.1.

4/4/2023

Subject:

Notification of the Annual Sewer and Water Maintenance Index adjustment with Board discussion

Fiscal Impact:

To be determined annually

Dept/Office:

Utility Services

Requested Action:

On February 18, 2021, the Board approved Utilities implementing annual sewer and rate increases utilizing the Consumer Price Index (CPI) to the Sewer and Water Maintenance Index without a specific cap. If the rate rises above 3.4% per year it is to be brought before the Board for notice and discussion.

As the Sewer and Water Maintenance Index to be implemented is 4.41%, without alternative direction from the Board, Utility Services will be moving forward with implementing the 4.41% rate increase.

Summary Explanation and Background:

On February 18, 2021, the Board held a Budget Workshop which included Utility Services making a presentation regarding the Department using a rate adjustment matching the CPI (Water and Sewer Maintenance).

The motion was made and approved that if the new index without a cap, rises above 3.4% per year it is to be brought before the Board for discussion (see Attachment A). Attachment B (page 43 of 46 per the footer of the attachment) are the meeting minutes highlighting the discussion of the motion and the verbatim motion being made. In conformance with Board direction, since the Index to be implemented for 2023 is at 4.41% this matter is presented to the Board for discussion before implementation.

Clerk to the Board Instructions:

Email Clerk Memo to Karina Perez Perez at: karina.perez@brevardfl.gov <<mailto:karina.perez@brevardfl.gov>> and mail original to Utility Services, Attention: Karina Perez Perez

RECEIVED



FEB 22 2021

UTILITY SERVICES

February 19, 2021

M E M O R A N D U M

TO: Eddie Fontanin, Utilities Services Director

RE: Item II.E., Utilities Services Budget

The Board of County Commissioners, in special session on February 18, 2021, approved changing from Consumer Price Index (CPI) to the Sewer and Water Maintenance Index without a specific cap, if it rises above 3.4 percent per year it is to be brought before the Board of County Commissioners at the next available Commission meeting for discussion.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

cc: County Manager

Colonel Wallace stated staff can build those specific packages with those costs and those percentages into that package for the Board meeting; the open discussion will happen between the Board; and the public will see it.

Chair Pritchett stated that is wonderful.

Colonel Wallace continued by saying he thinks what Mr. Abbate was saying is this was such a wide gap from tier four to tier one on capital, infrastructure, and personnel that staff just wanted the Board to focus on it a little so that staff could bring that back to that Commission meeting, have that discussion in front of the public, and give staff the direction to go on so it can press forward.

Chair Pritchett stated that was a good start today; and she asked if the County Manager was comfortable.

Commissioner Zonka asked if the COVID funding has been moved over to the Public Safety accounts to reimburse personnel.

Jill Hayes, Budget Office Director, stated staff is working on it, and they are still closing out all of the CARES funds, but they have established the Public Safety Fund.

Commissioner Zonka mentioned she knows the County has established the fund because the Board voted months ago to do that; and she inquired if the County is going to expend those funds and move those monies so that it is not just sitting there.

Mr. Abbate responded yes the Board has the authority to do what it thinks is appropriate with those funds, and Public Safety funds will be available to be utilized; staff believes the Sheriff is going to be asking to utilize them for Public Safety, because two-thirds of those payroll dollars were actually for his payroll expenses; he is sure the Sheriff will be looking for that; quite honestly, depending on what happens with the Fire Assessment and everything being talked about today, those dollars are dedicated on the fire side to the General Fund side; and he had hoped to be able to use them, if the Board so chooses, for capital and infrastructure projects, because when people see the numbers on the General Fund side, the money is not there if the County does not use those dollars, so staff was hoping to use it there.

e. Utility Services

Eddie Fontanin, Utility Services Director, stated he will be presenting a Rate Revenue Sufficiency Study that was performed with the cooperation of Raftelis; Rob Ori and Thierry Boveri are present for in-depth questions; and a quick agenda overview is to basically talk about the scope and objectives that were performed as it relates to the Rate Revenue Sufficiency Study, discuss a little bit of the history of the last rate increase that was approved in 2013, the major changes that have occurred since 2013, and the findings of what was conducted under the Revenue Sufficiency Study. He continued by saying staff looked at the 2013 study and since then they have done a revenue comparisons and looked at some sensitivity and utility dynamic changes that have occurred since; they have talked about the septic to sewer; there are regulatory changes that have come out since 2013, and updating infrastructure assessments which now seems to be a more prevalent requirement and level of service for utilities these days due to some of the leaks and mishaps that have occurred over the years; he went on to say they have looked at industry rates and benchmarks, along with recommendations; and in 2013, there was a need for a rate increase, because prior to that there was not a rate increase since 2008. He stated prior to that, in between 2008 and 2013,

there was no indexing and as a result, prior to 2013 for example, the Utility Capital Improvement Plan (CIP) budget was \$1 million for Countywide in comparison to the \$18 million that the County has; there was that need in 2013 to deal with obvious deficiencies in the current assets which he refers to as RMR; through there, there was a five-year rate implementation; and since 2013, a few things have happened. He advised he will be talking about the septic to sewer; in the last go-round, which would have been last year, there was some funding that moved over to perform selective septic to SOIRL, which the Request for Qualifications (RFQ) for engineers is out for that effort right now; assessments of renewal and replacement, at this point staff has a very rigorous assessment program of all of its assets, whether it is a valve, an Air Release Valve (ARV), a force main, or a gravity line, and the whole objective of that is to identify the unknowns or lower the frequency of mishaps by doing such; they have completed the North Riverside Forest main, but the North Riverside Forest main is not the only project that is needed in order for the resiliency of the beaches; and that was all driven from Hurricane Irma and the discharging. He stated June of last year, Florida passed F.S. 403.806 which says, there are particular bodies of water identified in Florida, the only one on the East coast was the IRL, all the others were in Hillsborough, Pinellas, and Manatee County; in there, is a requirement that by July of 2025, that any plant that is adjacent to any of those Lagoons be converted to an Advanced Waste Treatment (AWT) system for water quality purposes; there is talk about treatment and capacity for the growth that is foreseen in the County and being able to service development as it comes; there was talk about adopted index and part of the due diligence they did was they created a dynamic model, it is a key component and the basis of a lot of the information encompassed, which allows staff to put a lot of information and matrix in order to come with the calculations; and they have determined what the rate recommendations are based on the current system and also looking at it with the major changes that have been discussed. He went on to say based on the criteria of filling in the gap of what has changed from 2013 to 2020, there are some future resiliency projects, additional funding for the septic to sewer program, the growth, and also the need for the other components; they are looking at a cumulative of \$356 million between now and fiscal year 2029; there was talk about what the current five-year program is and in addition, the ones being talked about as the future; for a little lay of the land of how this associates as dollars, of the \$356 million, and how that falls within each Board Member's District, this slide is a brief breakdown of that; and that shows how the dollars would be allocated. He discussed CIP, but mentioned it is important to talk about operations and maintenance; in addition, because of the growth in the County, and the emphasis of doing more assessments and more due diligence, they are also anticipating new employees or a larger staff; current projections show them needing an additional 31 new positions for operations; he has shown on the board a little bit of flavor of what staff is doing in terms of preventative maintenance; there is more to it, but it is just to give an idea that all of that is for them to be in a preventative mode and not into a reactive mode; and that works out to be cheaper for them rather than addressing it as it occurs. He continued by saying this slide shows a reserve balance; if they stay on the current program, at the current rates, with the current CPI index, and implement all of the projects identified through the 403 for the State resiliency and all the other ones that were not taken into account from the 2013 rate, in 2026 they will be at zero; they will then run a deficit, which they cannot because departments have to submit a balanced budget each year; the black line shows what the industry standard is; Utilities likes to maintain a 120-day Operations and Maintenance (O&M) budget which is basically the equivalent that if all funds stopped coming in, the Department would have 120 days to stay afloat; and now industry standard is starting to get more into three or four months. He commented he knows he is not the first to talk about rate adjustments, but in doing so, he would propose some rate adjustments to bridge the gap; the slide shows the recommendation, and the percentage per year that he would propose; he pointed out that this is only for the Countywide rate adjustments so this does not show Barefoot Bay, he will talk more about that into the presentation, and he noted these are not taxpayers, these are rate payers; not

everyone in the County will be subjected to these, similar to anyone who lives in Melbourne, they already have their utility system and their own rates; and on the water bill the only ones these would fall under are Mims, everyone else in the service area would either be under City of Cocoa or City of Melbourne water and would not be subjected to this. He stated to give a scenario of what eight percent equates to is under the sewer bill, there is a second column that would show what the delta increase would be to a monthly bill for a sewer bill, to a typical sewer bill of 5,000 gallon consumption; there is depth beyond this graph, but this is really a graph to show that staff has done its due diligence that based on that recommendation, they can get to where they need to be, with the understanding that the delta would be financed through debt service; none of the projects that he is talking about above the current capital program, the additional ones, those would be done through a debt service not necessarily a self-funded service; as the Board knows, the Utility Services Department has two utilities, the Countywide system and Barefoot Bay; as he shared the FY2029 projection, staff is also looking at Barefoot Bay in terms of a \$51 million increase; a big part of that is associated with staff looking at the vulnerability of the utility as a whole, not just a Barefoot Bay, but a whole under the jurisdiction; and he noted that Barefoot Bay has the highest vulnerability out there; he would like to say beaches but they have made improvements; there is more to come; and historically Barefoot Bay has not been able to fund itself to where it needs to be. He mentioned the water plant is from 1963, the wastewater plant was done in 2005; what they invested in 2005, was done economically due to the finance structure of Barefoot Bay; when looking at doing this investment to get them to the point where they consider it a viable and reliable system; they talk about the water and the wastewater plant; they do it, not only for the reliability, but they see growth occurring in Barefoot Bay and with the additional septic to sewer coming on they would also add some flexibility for future expansions if needed; this graph is showing at the current Barefoot Bay rates and the CPI, if they were to implement what they want to with the \$51 million program, in Fiscal Year 2022 they would break even, but technically they cannot because there is a bond requirement that they are still currently paying off the debt of the purchase of Barefoot Bay, which is approximately, he thinks under \$9 million, there is still \$8 million left, and with that there is a bond covenant requirement for reserves so there is not really flexibility in the financials associated with it; and looking at Barefoot Bay as a stand alone system, staff has provided the option of looking at a rate adjustment just for Barefoot Bay. He added in Barefoot Bay predominantly, most of the customers there are both water and sewer, so when looking at the water and sewer bill cumulative that is pretty reflective of most of the customers; they are looking at a 14.5 percent increase and that changes slide from a monthly bill perspective; he explained the green arrow or the solid black line really shows the flatness of how they collect further revenue on the existing rate structure and how the dotted line would really propel staff to get to bridging the gap; and talking about all the requirements of the investment needed, that would all be done through a debt service program. He mentioned when talking about rates, it is always interesting to see how the County compares with other utilities and utilities that are within the County; he has provided a broad spectrum of utilities, some within the County, some without; looking at the bottom right corner they have been summarized to show how Brevard County compares with its neighbors; right now this is the sewer rate, and it is really predominantly what Brevard County is as a utility, so 95 percent of the customers represented under the utility services, are sewer only customers, because their service goes through the City of Melbourne, City of Cocoa; the five percent not accounted for would be what Mims would provide; that really gives an indicator of how Brevard County compares; and right now they are the lowest in the County. He reiterated the only people this would really fall under would be Mims, they are true water and sewer customers; again, this shows relative to other utilities, how Brevard County compares with that; based on growth, the eight percent Countywide, and this sewer rate comparison for the Countywide, and based on an eight percent in Fiscal Year 2022 and eight percent in 2023, they would still be lower than what Palm Bay, Cocoa, and Titusville are today, without them ever doing a rate increase; he

mentioned the indexing associated in 2013, when the Board approved the rate increase that was presented to them, they also approved an index, and in the index they used the CPI index; in experience and talking with the rate consultants, the CPI is not an accurate assessment of an index associated with a water and sewer matrix; the Bureau of Labor Statistics actually has a water and sewer matrix, and it provides an indicator of how the comparison of CPI to the matrix that they currently have; and he knows there is an approach that when rate indexes or when rates are approved they do not come back with more rate increase in the future and putting the correct index to that helps that probability of needing to. He went on to say this is really about the vulnerability perspective of Barefoot Bay and this will be concluded during the last part when he asks for direction, but when talking about Barefoot Bay, there is direction needed on how to proceed; option one is status quo, no change in rates, indexing, and not merging it into the County system; option two is to adopt the rates for Barefoot Bay independently which is the 14.5 percent model and in addition, Barefoot Bay operates on their own rate Resolution and many of the costs are cheaper than what is in the Countywide system; for example, a connection fee associated in the Countywide system that would be \$2,200 is \$760 in Barefoot Bay, so it would go through those corrections in order to get those rates adjusted accordingly; the third option would be to integrate Barefoot Bay into the County system; the idea of this is if they hold the Barefoot Bay rates where they are and they identify that the Barefoot Bay rates are high, that is to be determined by the Board, is to hold the Barefoot Bay rates and over the course of time the County rates over a three or four year period will actually equal what the Barefoot Bay rates are; if in year one the County can integrate Barefoot Bay into the County system, hold the Barefoot Bay rates, and adjust them up, it would not be the 14.5 percent increase associated with Barefoot Bay customers and it would basically incorporate the financials into the Countywide system and give the Department some financial flexibility on how to operate the utility as a whole; and he mentioned he wanted to bring the point out about the CPI versus the waste water maintenance index and show the comparison with the hope that utilizing that will not be a need five to 10 years down the road because they are hoping the index is reflective. He continued by saying they are looking at achieving financial targets, funding the projects that are being mandated at a State level, whether specific through Florida Statutes (F.S.) 403 or the expectation of septic to sewer or of minimizing discharge; he is seeking direction on how to approach the Countywide rate, the Barefoot Bay rate, the idea option three presented which was discussion of merging Barefoot Bay into the County, and also the direction of utilizing the different rate index in lieu of the CPI.

Commissioner Lober stated as far as switching from CPI to the water and sewer index, that just makes sense, and he will make that motion across the board; beyond that, looking at the options, he will explain why he does not like option three, and he asked for forgiveness for his sarcasm, basically Barefoot bay came to the Board and said it had totaled its car and asked the Board if it wanted to buy it and make the remaining payments on it, and the Board said sure it would buy it, and it is still paying for it, as was mentioned; and he asked if that was \$8 or \$9 million.

Mr. Fontanin responded \$8-plus million.

Commissioner Lober noted that is an obscene number for what the County received, the County should have been paid to take it over as opposed to pay to take it over, but it is where it is; now the folks that sold the County a salvage car are asking if the County wants to buy them a new car; there is no way that he can meet his fiduciary duty to District 2 constituents and go for option three; he knows that may be unfortunate or is unfortunate for the Barefoot Bay residents, but the County is in a situation where he does not know that the rest of the County can subsidize; as far as option one is concerned, he has concerns with that as well; he mentioned earlier that there were a few things he feared in life, while he fears fecal matter in

the river; his concern is that Mr. Fontanin has suggested the County needs to do X, Y, and Z to get to a viable and reliable system and that would clearly indicate that the County is not at a viable and reliable system; he gets fully that anything can break, he could buy a brand new Toyota Corolla and it can break, but if he is driving the one that was flooded, the chance that is going to happen with 200,000 miles on the engine, is a little higher; he does not want to wait until there are more issues with Florida Department of Environmental Protection (FDEP) as far as consent judgments, and he also does not want fecal matter in the river because it negatively affects property values; it is horrible from an environmental standpoint; and he is not going to go on and on about why he thinks that is an issue. He pointed out that he thinks something in option two is appropriate as far as keeping the systems separate, because he would not support anything that involved consolidating them; he does not think he can do that and maintain the duty he has to his constituents; as far as the rate changes, and what makes him uncomfortable, it is going about these somewhat drastic percentage-wise increases for folks that have difficulty; he would like to have some mechanism in place where their sewer and water are not going to be shut off if they are in arrears to some degree, based on this increase in charges; it would continue to accrue and they would still owe it, but he does not want someone who is destitute, not working due to COVID, to have to be concerned that if they flush their toilet it is not going to work or that if they turn on their faucet it is not going to turn on; it is the cost of not having the river turn into a cesspool; and he really feels so strongly about it that there is nothing that is going to get him apart from option two, and if someone wants to argue they will have to get another Commissioner apart from him because that is where he is at.

Mr. Fontanin stated he knows this is just in discussion mode; the rate revenue in option three shows a slight increase of one to two percent up through 2025, in addition to what would be on the Countywide system; and he inquired if the rate increase were to be consistent instead of the 8.92, the 9.33, but to follow the recommendation of the County-wide system, and bring it into the County would that be a consideration.

Commissioner Lober responded the short answer is no.

Chair Pritchett stated she had a thought on that, but she is probably right there with Commissioner Lober; as far as the increase for regular, she lives in the City of Titusville; the average there is \$79.67 and the average in Titusville is \$109, so the County rates are incredibly lower than the municipalities; she thinks for the things that the County needs to get done, and they have not even talked about the capacity issues, she thinks the Board needs to get some of this weight off, so staff can start working on some capacity; she would support this because it is just going to increase the water bill up to \$79.67, which she thinks is still way under the rest; she thinks as it goes on in years it might be a discussion depending on how money is coming in; and this is a user fee, people are using it, and they should be paying for these things as well to keep utilities running effectively and efficiently.

Commissioner Tobia stated there are two issues that he has mentioned quite clearly, Barefoot Bay and then the rates; first he would like to discuss Barefoot Bay which falls exclusively in County Commission District 3; he wants to talk about something that he thinks the Board talks about far too much, as it sometimes has a mentality that each Commissioner is a District, but the Board members really are not, they are a place holder and districts change; he at one point in time, represented a district that he no longer lived in while in the State legislature; things change and he thinks the Board is entrusted with all of Brevard County; and the IRL does not uniquely impact three and not five or one district. He added he thinks the Board members need to look at the broader picture, yet he says Barefoot Bay falls exclusively in his District, but no matter what happens here, he will end up on the short end of the stick, so he just wants to lay out all of the data points that he has and find out where the rest of the Board is at on this

one; and no matter which way this Board goes, his phones will light up and people will say he made the wrong decision, whether he hears it from the constituents in Barefoot Bay or whether he hears it from the constituents that do not live in Barefoot Bay. He stated the first issue is option one, if the County were dealing with a clean Lagoon, but that system is at its failing point, and he thinks Mr. Fontanin said that they were going to have some major issues coming up; if the County does not adjust the rates bad things will happen; and he inquired with Mr. Fontanin if option two is just placing a band-aid on the situation.

Mr. Fontanin replied no, staff did the due diligence and option two is looking at Barefoot Bay as an independent entity.

Commissioner Tobia remarked Mr. Fontanin mentioned it has been around since 19 something.

Mr. Fontanin responded he does not know and asked others.

John Denninghoff, Assistant County Manager, advised the treatment plant was 1963.

Commissioner Tobia stated he does not know that it is long term solution, that this is something that a new facility would meet; conversely, it is very difficult to ask the average rate payer to pay eight percent more and then take Barefoot Bay citizens, and that eight percent, they are paying so much more right now, if they were to drop down to that lower rate they would actually be saving money; the issue with this is if the County has new capacity, that means new growth and new growth in the south part of the County, means his phones light up; and he explained what he is trying to say is whether the Board increases the rates 14 percent, his phones light up or if the Board were to add them to the system and increase capacity, his phones light up; and he is not advocating on one side or the other, he would just like the holistic approach to this, what is going to be better not for the people of Barefoot Bay and not for everyone outside of Barefoot Bay in County Commission District 3, but the entire County. He went on to say from his understanding, and he could be confused, but he inquired how that is not option three; option three adds them into the County system but keeps their rates where they currently are, which even if someone were to increase and they are so much higher than everyone else, and if the County were to increase everyone eight percent, they are still leaps and bounds, \$20 to \$40 more than everyone else.

Mr. Fontanin noted there is a three to four year catch-up.

Commissioner Tobia stated he does not know if there is a hybrid approach to any of these things, but he can guarantee that he is still going to hear concerns that rates are higher; what that would also do, from what he is being told, is that the hookup charges, if the County did that, would then go to the Countywide hookup charges; and he inquired if that was correct.

Mr. Fontanin responded they would.

Commissioner Tobia stated he is not saying \$2,100 is an unfair amount, but from the perspective of the people in Barefoot Bay they would see it go from \$700 to \$2,100; he would argue that is an issue of parity so he would strongly support that; he noted to remember these are manufactured homes and these people with a homestead exemption generally pay quite a bit less in property tax which he often has to explain to them at their dismay; his point to this is he is trying to look at it from a parity issue, because he is going to hear it from both sides; and what he wants to hear is what the rest of the Board's thoughts are because his underlying principle is what is best for the Indian River Lagoon, when it comes to the water treatment facility.

Commissioner Zonka stated she is sort of where Commissioner Lober is; she understands it probably makes Mr. Fontanin's life a little easier to integrate them completely in the County system, but the County agreed to take on that train wreck, and she does not like the idea that the rest of the County has to pay for it; it is a decision the Board made and it does not mean that the County should not take care of a failing part of the County; it would be the same for any neighborhood the County cleaned up or any road that it does; she is okay either way; and she mentioned she wished that Commissioner Tobia had a position because that is his area. She mentioned she is on the fence with this one, because she does not think the rest of the County should suffer for it, but this is one County, so the Board needs to take care of the entire system; she thinks it would make the Board's job easier just to integrate them in; and she mentioned should they pay a little more for the first few years, if it can be done legally, yes, probably.

Mr. Fontanin stated staff can propose it; and he commented the options presented are just a flavor but staff can look at different dynamics.

Commissioner Zonka stated maybe after a few years or after their system is at least to the average of what the County is, maybe that is when the County brings them equal to the County's rates, because they are already paying a lot of money now.

Mr. Fontanin added in addition to a rate he does not even know about doing an additional Municipal Service Benefit Unit (MSTU) on top of it.

Commissioner Tobia noted that was only for Barefoot Bay, and he asked if he could have time for the rates afterwards.

Chair Pritchett responded yes.

Commissioner Tobia responded he is good either way; and if the Board did a 14 percent increase he would hear from the folks and their hook up charges would still be independent, so it would be the 700 as opposed to \$2,100 or \$2,200.

Mr. Fontanin answered yes; one of the things he would propose is if the Board does the 14.5 percent, to allow the Department to come back and also update the rate Resolution for Barefoot Bay because the \$760 they are paying is really low; and these are the rates that were inherited from back in early 2000 and they have never been adjusted.

Commissioner Tobia asked if they were on an independent system.

Mr. Fontanin responded affirmatively.

Commissioner Tobia stated he does not expect them to pay more and not get the same level of service that they would otherwise be getting with a new County system and all that good nonsense.

Mr. Fontanin responded in the affirmative.

Commissioner Tobia stated then there is the parity issue; that he would have trouble doing; put them on the system, increase the charges, and increase the fees, that is great, but leaving them on the current system and then charging them as if they were on the other system is just not fair, to the hook up charges and all that good nonsense; they are either unique or they are

all within the County; he thinks it is one or the other; and he noted he is not arguing for one he just thinks the hybrid to both, is they get the short end of the stick.

Mr. Fontanin responded that connection fees are also referred to as impact fees and impact fees also fall under Florida Law; if he were to propose a new connection fee there is a due diligence calculation, what the rate consultants would help with; it is not an arbitrary number that staff can just use; that would be if staff looked at Barefoot Bay independently; if the County looked at Barefoot Bay merged into the County system, those numbers were already looked at, and he believes it is around \$2,200 which is a calculation in order for the connection fees, and they are used for capacity increase only; it is not about replacing the same line with the same line, it is about the extra capacity; as a comparison, the riverside project was up-sized by four inches, the diameter of the existing cannot be used by connection fees but the four inch increase can; and he is just letting the Board know that if it is the Board's direction that Barefoot Bay be independent and staff were to come back and talk about the modifications to the rate resolution, they would do a due diligence as part of that.

Commissioner Tobia mentioned just to be clear the viability of the system in Barefoot Bay, given the option two rate increase of 14.5 percent, the health of the IRL would be no worse if that was scrapped, and they were on the larger system; and he asked if that would be fair to say.

Mr. Fontanin noted he is trying to answer the question correctly; and he asked if what Commissioner Tobia was saying was if they were or were not to do the 14.5 percent.

Commissioner Tobia mentioned the difference between putting them on the system and leaving them, but ultimately there needs to be a new water treatment facility; and he asked if that was correct.

Mr. Fontanin agreed with that statement; and he pointed out water and waste wastewater.

Commissioner Tobia stated that is what the County is failing to discuss at this point, whether or not to merge them all on to that system prior or not at all.

Mr. Fontanin responded affirmatively.

Commissioner Tobia commented that is the larger one, and he thinks that gets into the rate increases; and he asked for his two seconds on the rate increases.

Chair Pritchett had Commissioner Tobia continue.

Commissioner Tobia advised he cannot vote for the eight percent, and he does not like to say he does not like increases, he thinks there has to be a reason why because there are additional costs and mandates; Commissioner Lober and himself lost at the last meeting with a 2:3 vote about redirecting SOIRL monies that could be used for infrastructure, new wastewater plants; the SOIRL Committee did their job as requested but plans change, and that money could have easily been redirected to that infrastructure to lower that potential increase and have the same amount; and it would most definitely be above the CPI of 1.234, and it would also be absolutely lower than the eight percent that it currently is. He noted he does not know where it is, but he does not think that it would be fair to vote against a rate increase and not provide a reason as to why; and if anyone wants to go back and change that plan he would certainly be more willing to do that, but if not that is why he cannot support it.

e. Utility Services

Chair Pritchett inquired where Commissioner Tobia is on the rate index now.

Commissioner Tobia inquired if Chair Pritchett is asking about the eight percent.

Chair Pritchett responded no, there was a rate index to where staff did not want to do the CPI but do what was recommended nationwide with the Water Sewer (WS) Maintenance index.

Mr. Fontanin commented this is just a snapshot over the last three years and if the Board wants to place a cap, such as three percent, staff has worked with a cap before; the message he is trying to make is not to utilize the index more inclusive for a utility, there is a \$2.8 million shortfall; to look at the previous slides it shows three percent; and if the water, sewer, and maintenance were to exceed above three percent staff would cap it at three percent, if that was the desire of the Board.

Commissioner Tobia inquired where the water, sewer, and maintenance index has been over the last five years.

Mr. Fontanin replied they only did the last three years.

Commissioner Tobia asked what it has been over the last three years.

Mr. Fontanin stated it is right on the screen; the reason he did just the last three years is because in 2013 it was in Fiscal Year 2018 which the indexing occurred; and they were using that as a snapshot.

Commissioner Smith mentioned he is just taking it all in; he thinks it is extremely important that the systems get upgraded as necessary; he thinks it is imperative that the rate payers pay for it, not all the taxpayers of the County; and he has made that clear before. He went on to say he thinks to do what Commissioner Tobia is suggesting is a bail out from his perspective, and he is not keen on that; if the Board has to raise the rates, then it has to raise the rates because the rate payers own the system; and that is where he is at.

Chair Pritchett asked if Commissioner Smith is a yes on the Countywide rate adjustment.

Commissioner Smith responded that option two sounds good to him.

Chair Pritchett repeated option two is good for Commissioner Smith as well; and she asked Commissioner Smith how he feels about the rate index.

Commissioner Smith advised he is still undecided on that.

Chair Pritchett stated she has Commissioner Lober's, and she still has to get Commissioner Zonka.

Commissioner Lober remarked he wants to make sure the Board is all on the same page with respect to option two versus option three and what it really means apart from what is pretty patently obvious on the paper.

Chair Pritchett mentioned she thinks the Board has it, that there is an understanding so she thinks the board just needs to get the votes in to give staff direction; and she commented she understands and asked if the rest of the Board understands.

Commissioner Lober responded he has gotten the impression that there is a little disconnect; and it seemed that there was at least a suggestion that going with option two might be untenable or might somehow be harmful to the Lagoon, at least that is what he was starting to perceive.

Chair Pritchett noted she does not think Commissioner Tobia was saying that.

Commissioner Tobia advised he just asked the question, and he thinks the Board got an answer that it would not be.

Commissioner Lober responded as long as the Board is all clear on that; and he did not want that to be a disincentive for folks to go a certain way.

Commissioner Tobia mentioned he was not advocating one way or another; he just wanted to know before he made that decision; he would be okay with the last ones, which were 3.4, 3.2, and 3.1, with a cap; and he would do it at the 3.4 which is the highest of those.

Commissioner Lober advised there is a standing motion still as far as moving from the CPI to the water and sewer index.

Chair Pritchett responded she did not have a second on that yet, so she thought this discussion was very good.

Commissioner Zonka commented she thinks she understood clearly, but since there was a lot of Barefoot Bay discussion, she asked Mr. Fontanin to discuss the scenario exactly because she wants to make sure everybody understands; she asked again to explain the exact scenario if the County integrated Barefoot Bay into the system; and she inquired what would be ideal for not just the County system but for maintenance and management because obviously the system is broken, antiquated, and risky. She inquired how to do this as smoothly and fairly as possible and to make it easy for Mr. Fontanin to make plans for future capacity etc.

Mr. Fontanin responded that he appreciates that; he went on to say it is not only the flexibility financially, but it also provides staff, by merging into the County, a flexibility operationally; he has talked about the CIP, the operations, and maintenance of Barefoot Bay, but technically to bring staff from the Countywide system into Barefoot Bay, they have to be charged to the Barefoot Bay accounting system because they are providing a service in Barefoot Bay; and it is almost like the equivalent if the County were to go into another municipality that had their own jurisdiction, they would be back-charged.

Commissioner Zonka stated Barefoot Bay is already paying more than what the County is paying right now.

Mr. Fontanin responded affirmatively.

Commissioner Zonka continued by saying it is hard to blame the Barefoot Bay residents; it is an older population and probably a lower income as well, because of the type of area; her concern is she does not want to hit them all at once, but at the same time she wants to make sure that the rates will be increased so the County can maintain and keep up with the growth; that is the maintenance rate of three percent, assuming that the system is at least at the average acceptable level; and she inquired if that was correct.

Mr. Fontanin responded yes; and he commented he is sure there is a baseline that they are not meeting, but this is what is being published.

Commissioner Zonka inquired if the County is meeting the average, of not just capacity but proper maintenance.

Mr. Fontanin responded this is why staff is doing a very aggressive approach on doing the assessments of every component of the County's assets, because that is part of the calculation; there is a bit of a guesstimate, because as staff goes through and assesses, there was an area in Indialantic that they thought would have a horrible gravity system, but upon assessment, they were actually in good condition; staff is finding some things in Barefoot Bay that are exceeding in a not so good way in their assessment; the index and the 14 percent, a lot of those being outside of the water, wastewater plant which is definitely a need; they have put a pool of money aside in order to address the existing infrastructure and whatnot; staff is hopeful that will be sufficient; and staff is confident, but they are still going through that process.

Chair Pritchett asked Commissioner Zonka where she is at on the County rate adjustment.

Commissioner Zonka responded obviously the Board needs to increase it; the discussion comes to where it is between the three percent and what the utility is asking for; she would be okay with it slightly higher than that, but she does not know that she would be quite at the number that was brought back; she has also changed her mind a little bit learning more about the Barefoot Bay system and what that means as far as integrating them into the system versus not; and she thinks she would rather see them integrated based on the information Mr. Fontanin provided today.

Chair Pritchett noted she has three option twos and an option three; and she is not sure Commissioner Tobia knows where he wants to be yet, which is going to carry a lot of weight with her.

Commissioner Tobia stated he does not win either side of this one; Commissioner Lober mentioned the wrecked car scenario; he asked Mr. Fontanin to tell him how the people from Barefoot Bay would be getting a bailout if they were to go on the County system, pay their current rate, and not have an increase until the County rate met the Barefoot Bay rate; he is trying to understand; they would be paying more than the County; and he asked if that would make up for the million dollar bond or that \$8 million bond. He asked if there is a number that the County could increase that would make up for that \$9 million bond so they were not getting a bailout, or is that so untenable.

Thierry Boveri stated he is with Raftelis as the Senior Manager, and he was principal in doing the analysis for what is being presented today; he thinks there was a lot of discussion about what is the benefit and drawback of some different options; the discussion right now is centered around option three, and integration with Barefoot Bay; one of the things to keep in mind is when doing an integration like that, there is a benefit because it is like a regionalization; and the benefit to everyone for doing that is everybody is kind of paying the same revenue into the same bucket.

Commissioner Tobia commented he thinks Mr. Fontanin explained that very well; he understands where Commissioner Lober is coming from and he agrees; he does not want them to benefit from the situation; and the question is, even taking that synergy into account, how much would the County have to raise rates so the \$9 million bond could be fully covered.

Mr. Boveri stated right now he is speaking in rough numbers; Barefoot Bay generates about a

little over \$4 million a year in revenue; if they were to take them to the County's existing rates, they will be generating a little over \$3 million in revenue; and when thinking about it, in perspective of the bill impacts that were presented earlier, they were around \$100 and the rest of the system is around \$70 or so, and so the percentages, in relationship to that, kind of make sense. He went on to say the County would be able to cover the debt service and operating expenses, but they would not be able to cover all of the things that were identified to be funded in the Barefoot Bay system, including the improvements that were indicated to be necessary for the benefit of the environment associated with the improvements to the water and the sewer systems; what the County would have to do is probably keep the rates where they are at now; and if the Board were to integrate them, as was presented in option three, and raise their rates, either at the same rate or keep them flat and let the County rates approach to the bill over time.

Commissioner Tobia inquired if that is option three as it states.

Mr. Boveri responded affirmatively, and stated it will approach it over time, but another one could be that it could still be integrated, and there would be a benefit of the integration of the two systems.

Commissioner Tobia commented he thinks the question becomes whether people are getting an advantage in Barefoot Bay with option three; Commissioner Lober said it was a bailout, and he is not arguing; and he asked if there is a number that the County could increase what it has right now to offset that whether the difference between the \$9 million bond and what the County would be saving by integrating them into the system.

Mr. Fontanin commented staff would have to go through that analysis.

Commissioner Tobia went on to ask Commissioner Lober if the Board could solve that and they would gain a unique benefit, if he would have any issue with Barefoot Bay joining the system.

Commissioner Lober stated no, but with a caveat, because they are addressing half of the coin here by addressing the bond; that is a big part; knowing the system or his understanding is that their system is in a far more tumultuous, far more deteriorated state than the rest of the County, is there a delta to even get them to where the rest of the County is, knowing the rest of the County is not where it needs to be either, and he would want to see that before integrating them into the County system; he is not saying no, but there are some conditions that have to be addressed first; and that would be the first as mentioned, and the second to get them to where they essentially match the rest of the County either per capita or per area cost level so it is not that they are spending four times as much in Barefoot Bay to buy the new sewer plant even if they were to wipe out the bond that the County is paying on the old one. He added if the County could wipe it so that it is all on a level playing field, on the front end then he would go along with integrating them.

Mr. Fontanin stated as he talked about the Barefoot Bay system, they discussed the \$51 million; he knows a lot of entities associate the State Revolving Fund as being the source; and the State Revolving Fund is capped at \$20 million per year.

Commissioner Lober inquired if that is per project.

Mr. Fontanin responded in the affirmative. He stated there is no guarantee that the County will get the full \$20 million because the way the State Revolving Fund works, it is an allocation that comes from the Feds to the states; then it is a function of the demand; obviously with the State Revolving Fund, they try to give as much as they can across the board; talking about a local

example, the City of Palm Bay just did an award, he thinks, for a new wastewater treatment plant at \$26 million, State Revolving Fund; and they submitted the application for the State Revolving Fund of which they stated they could only get \$20 million, and in order for it to be awarded they had to do a short-term loan for \$6 million. He mentioned the benefit of merging Barefoot Bay into the County system, it also includes the bond rate benefit; if the County has to do a loan of some sort, the financials of Barefoot Bay right now would not be very favorable in a low interest rate loan of any sort because of that; and by bringing them into the County it gives the County that flexibility to utilize Barefoot Bay, if it decided to.

Chair Pritchett stated she is not sure where Commissioner Tobia is, but she is starting to go more towards option three; her thought is she does not think there can be growth right now because there is no capacity; she thinks if the Board does this, because it is going to have to do something to fix it down there; the Board is going to have to do something with wastewater; it is going to be County revenues as well, coming in down the road; she cannot really visualize the financial abilities with that; and she inquired if the Board could come back and discuss this when it has more of the numbers before it just says option two or option three.

Commissioner Tobia stated he is sensitive to what Commissioner Lober said; he does not want the people in Barefoot Bay to be getting a selected advantage because of the terrible system that they currently have in place, through no fault of their own, it is probably fault of the County for accepting it, however it is in the past; whatever holds the rest of the rate payers neutral, whatever that fee is, if staff can bring it back and say instead of having to increase it \$14, maybe it could be increased \$16 and everyone else gets that new CPI, that new index, until they meet that number; staff just needs to give the Board a number, if it is somewhat reasonable; he is just not comfortable giving a unique advantage to some folks at the expense of the rest of the County; and he does not think that is very fair for rate payers. He added it sounds like the Board is all in the same place, as long as Barefoot Bay does not get a unique advantage.

Chair Pritchett responded maybe Mr. Fontanin can bring something back to the Board and it can spend some time with him; she is thinking that it is a certain amount here and if the Board does it and the County ends up making more money and being able to handle that capacity issue, it might be good for the long term; and she does not have the numbers so she cannot see it right now.

Mr. Fontanin commented the County has the benefit of the rate consultant to go through that due diligence.

Chair Pritchett commented she thinks it was a good talk with good questions; if staff would come back with that, it would help her a little more in the decisions; and she advised Commissioner Tobia is going to have a heavier weight with her than the rest of the Commissioners because he lives in that area.

Commissioner Lober noted he truly does not know the answer to this question; and he asked if there is anything unlawful or prohibited with the County, if the concern is getting funding to do what needs to be done, in the thought that staff just cannot get reasonable terms pledging revenue from another source, for instance from the County as a whole.

Mr. Fontanin responded the County can loan it; there is a process that he is not familiar with; and it would have to be something that would go in front of the Board in order to do so.

Commissioner Lober mentioned he does not want the Lagoon to get polluted because there

simply is not enough money, to him that is not an acceptable alternative; and if the Board can pledge the rate payers payments for the whole system for the purpose of fixing that section of the County, knowing that it is not what is going to be used to pay for it, and that it is going to come from that section of the County, he would be okay with that.

Chair Pritchett inquired if Commissioner Lober means taking a loan from another department to do this.

Commissioner Lober responded as long as the Board knows that it is setting the rates that can service the debt; and if it gets staff a lower percentage cost to either enable something to be done or to get it done for a lesser amount then he is okay with it.

Mr. Fontanin stated he is not just talking on the cuff on this, but by doing that, it would increase the debt service for the Countywide system, so there is an off-set with that.

Commissioner Lober commented maybe he could talk with Mr. Fontanin outside of this; and he apologized for ambushing Mr. Fontanin with that.

Mr. Fontanin responded it is okay.

Chair Pritchett responded Mr. Fontanin has an agreement with raising the rate adjustment; she thinks some of the Commissioners want to have a little bit more discussion on the rate later; with Barefoot Bay, she thinks Mr. Fontanin is going to come back to the Board with those; and she thinks there is a consensus on the rate index. She advised Commissioner Tobia that she is comfortable with the 3.4 percent cap; and she asked if the rest of the Board agrees.

Commissioner Lober stated he would suggest to allow a little more flexibility, that it be capped at 6.8 over any two-year period; the problem is if there is a year that is higher than 3.4, the maintenance costs are not going down, and he hates to set the County up knowing that it is being capped in a way that may more significantly impact the County in having a deficit between what the actual maintenance costs are and what they really end up being permitted.

Commissioner Smith agreed; and he stated the County will never catch up if there is a down year.

Chair Pritchett advised she would agree to that if it is stipulated that if it ever goes over the 3.4 that the Commission would at least know about it for conversation.

Commissioner Lober mentioned that is fine and that he would modify his existing motion to switch from CPI to these purposes Countywide, to the water and sewer maintenance index capped at a maximum increase of 6.8 percent over any two-year period; and if any year is going to exceed 3.4 that it be brought back as an Agenda Item at the next available Commission meeting.

Chair Pritchett stated Commissioner Lober stated he is going to make a motion to do the new index, if the index is ever over 3.4 percent it would have to come back to the Commission.

Commissioner Lober explained it would be for informational purposes, and if the Board wanted to take action at that point, it can take action to address it; by default, the motion would allow for up to 6.8 increase in a year, granted the likelihood that is going to happen is pretty trivial; and as Commissioner Smith remarked, the County is never going to catch up if it sets a cap that is too low, and the problem is those costs are going to continue to add up, and it will have

to get it somewhere.

Commissioner Tobia commented there are three data points, 3.4, 3.1, and 3.2; he does not know that it has ever been zero, but he is not comfortable if it goes from zero to six; he is comfortable at 3.4 or 3.5, but he reiterated he is not comfortable with 6.8 over two years; and he noted it becomes complicated.

Chair Pritchett mentioned that she thinks Commissioner Zonka is going to be the heavyweight in this; and she asked what Commissioner Zonka's thoughts were.

Commissioner Zonka responded without making Mr. Fontanin go into a full on presentation, she asked what is lost by not giving the rate increase that was recommended by the consultant, as far as capacity and maintenance; she stated she knows 3.2 or 3.4 percent is not going to get the County a safe system; and that is her concern. She noted she is not excited about any of this and she would have liked to have seen different things happen up to this point.

Mr. Fontanin responded the way he looks at it, and to look at the slide and use that comparison, it is one of those things that basically, and he is rounding, over three years there was a \$3 million shortage of revenue that could have been collected; and over six years it would have been \$6 million.

Commissioner Zonka pointed out she is talking about what the Board is asking for; she inquired what is being lost by a 3.4 or even a six percent increase from what the consultant is suggesting, what is the County losing; and she asked that Mr. Fontanin put it in real items, such as what the County is not going to do.

Mr. Fontanin responded less assessments, less staffing, less CIPs.

Commissioner Zonka explained that is Capital improvements and means expansion of the system.

Mr. Fontanin replied capital, repairing of existing assets; and it is that much less, that can be performed.

John Denninghoff stated it is not just expansion, it is also maintenance.

Commissioner Zonka stated that is exactly what she was trying to get at; that is her concern because the Board keeps hearing how the County has this system that is so antiquated; and there are pipes that should have never been put in the way they were.

Mr. Fontanin noted his Department functions on a balanced budget and it maximizes to what is budgeted; the larger the budget, in this case the \$3 million, is \$3 million more they could have been doing assessment in one fiscal year in lieu of spreading it out over three years; and it gives staff the ability to be more aggressive or proactive to find these shortages in the system and get them addressed sooner rather than later.

Chair Pritchett commented she thinks if the County would have done this all along it would not have to be looking at a higher percentage rate increase right now, it would be a little more competitive with the other municipalities; she is going to change her mind; and she asked if Commissioner Lober wanted to make a motion to just go with the water and sewer maintenance index, she would vote for that, but she does not know if he has another vote.

Commissioner Lober stated if he does, he will go back to the original motion and make it just the water and sewer; it is not that he wants anyone to pay a penny more, it is just that the County is going to have to come up with it at the end of the day; and if the County does not, it is going to be back in the same place where it is now.

Commissioner Smith stated it is realistic versus unrealistic.

Commissioner Lober advised he will modify his motion back to what it was originally, the CPI Countywide to the Water and Sewer Maintenance Index without a specific cap; and he asked that it be part of the motion, if it exceeds 3.4 he would like for it to be brought back, not necessarily for any action to be taken, but be brought back at the next available Commission meeting for discussion.

The Board approved changing from Consumer Price Index (CPI) to the Sewer and Water Maintenance Index without a specific cap, if it rises above 3.4 percent per year it is to be brought before the Board of County Commissioners at the next available Commission meeting for discussion.

Result: APPROVED

Mover: Bryan Lober

Second: Curt Smith

Ayes: Pritchett, Lober, Tobia, Smith, and Zonka

III. PUBLIC COMMENTS

Michael Bramson stated he is going to speak real quick on something outside of what he normal speaks of; he thanked everyone for what they had to say today; he commented the information given today and the acknowledgment of what is going on in Brevard County across the Board, has been fantastic; one thing that he thinks people forget, especially on his side of the table, is to thank everybody; he likes to talk about the people like Chief Schollmeyer, Chief Jorgenson, and Chief Kline, the staff, the County Manager, and those type of people who all work, and half of them he does not even know; it is that kind of people that sit on the side of negotiations; there are a lot of hours and a lot of work, and a lot of stuff that went into the presentation that was done on behalf of Fire Rescue; he thinks that magnitude of what needs to happen and what has happened over the past couple years is not reflected in the presentations that are heard over a short period of time; and he wanted to acknowledge that the firefighter's union and the firefighters recognize that, across the board with all the Commissioners and County staff; he noted there is still a long road ahead, but at least it is moving in the right direction; the comments that were made today he can tell the Board, have changed the way the Fire Department will move forward from this day forward; and that is the first changing direction of the ship that he has seen in many years. He reiterated he would like to thank everybody in the Brevard County staff for the amount of energy and the product they have produced today.

Chair Pritchett thanked Mr. Bramson for his comments, and stated that was very nice of him.

5. John Tobia, Commissioner District 3

Commissioner Tobia stated he just wanted to ask the question of the rest of the Board on two issues that he generally brings up; he is not asking for a motion; he knows this is the County Manager's budget, but as many parameters as the Board can give him to work within, he thinks that is what the County Manager was asking for on the Fire Assessment; and his questions would be to find out where the rest of the Board is on whether or not the Board will ask him to craft a budget that would require the Board to declare a tax increase or to bust the charter cap,



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

J.2.

4/4/2023

Subject:

Approval, Re: Tourist Development Council (TDC) FY 2023-24 Cultural Support Grant Program Funding, Guidelines, Application and Scoresheet and provide staff direction regarding FY 2023-24 Major Event Grants

Fiscal Impact:

FY 2023-24: Program funding of up to \$400,000 from the TDC Cultural Fund (1446) for Cultural Support Grants. Program funding of up to \$100,000 from the TDC Cultural Fund (1446) for Major Event Grants. Note: These funds should not be affected if the Board decides to do a one-time transfer of Carry Forward funds of \$1 million from the Cultural Fund to the IRL Grant Program for FY 2023-24.

Dept/Office:

Tourism Development Office

Requested Action:

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

- The Tourist Development Council FY 2023-24 TDC Cultural Support Grant Program Guidelines, Application and Committee Scoresheet.
- Funding of the FY 2023-24 Cultural Support Grant Program applications which shall come before the Board for final funding approval as the grant application cycle commences.
- That the Board make the legislative finding that Tourist Development Tax funds are authorized for each grant pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)d. of the Brevard County Code of Ordinances, because each grant supports an activity or event which has as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists from outside Brevard County.
- That the Tourism Development Office Director be authorized to negotiate and sign all necessary grant agreements and related documents upon County Attorney Office, Risk Management and Purchasing Services approval.

Lastly, it is requested the Brevard County Board of County Commissioners provide direction to Tourism Development Office regarding a FY 2023-24 Major Event Grant Program and whether TDO staff and the TDC shall work to create Guidelines, Application, Scoresheet, funding with the Cultural Committee for applications to come before the Board for final funding approval as the grant application commences.

Summary Explanation and Background:

These funds are put in place each fiscal year for projects approved by the TDC Cultural Committee, the Tourist Development Council, and the Brevard County Board of County Commissioners. These Cultural Support Grant projects are verified by the County Attorney's Office to be viable projects to receive support with Tourist Development Tax dollars per State Statute and local ordinance. Reimbursable grant awards are available to support projects that benefit tourism and promote cultural arts on the Space Coast. These Cultural Support Grant Program projects are approved and supported through the Cultural Committee plan and will serve as safe, world-class projects to promote the Space Coast as a tourism and cultural destination that are open and available to both tourists, visitors and the community.

- The Cultural Committee at their March 9, 2023 meeting, and the Tourist Development Council at their March 22, 2023 meeting, voted unanimously to recommend the Board approve the FY 2023-24 TDC Cultural Support Grant Program Funding, Guidelines, Application and Committee Scoresheet as well as make the necessary legislative findings. A summary of the revisions to the Cultural Support Grant Program Application, Guidelines and Scoresheet are: (gray shaded areas are updates/revisions by CAO and yellow is by Cultural Committee)
- Page 5 - TDC Cultural Support Grant Program Guidelines - 2.0 Statement of Applicant Responsibility, add 'If the grant is awarded, the applicant agrees to be bound by all terms contained in their application, these guidelines and any supporting documents'
- Page 6 - TDC Cultural Support Grant Program Guidelines - 4.0 Application Process and Key Dates, add 'and the Brevard County Board of County Commissioners'
- Page 8 - TDC Cultural Support Grant Program Guidelines - 6.0 Available Funds, edit 'Funding Award amounts' add 'At least 50% of the grant award must be spend on out-of-county advertising'
- Page 11 - TDC Cultural Support Grant Program Guidelines - 10.0 Reporting Requirements, add, 'The final report will include a detailed expenditure worksheet by category reconciled with the Applicant's Reimbursement Request, this data will be submitted to the Cultural Committee for review'
- Page 13 - TDC Cultural Support Grant Program Guidelines - 14.0 Terms and Conditions is completely new
- Page 20 - TDC Cultural Support Grant Program Guidelines - 15.0 Grant Award is completely new
- Page 21-23 TDC Cultural Support Grant Program Guidelines - Exhibit (A) Grant Scoring Sheet is updated all questions to align with Application and new points allocations
- Page 24 - TDC Cultural Support Grant Program Application add, '50% of grant award must be

used for out-of-county advertising/marketing, how with the other grant funds be used?' add,
'Out-of-county Marketing/Advertising (must account for at least 50% of the grant award)'

- Page 25 - TDC Cultural Support Grant Program Application updated, Q2-3, Q5-6

Regarding the Major Event Grant program, these projects are for larger events that generate a minimum of 25,000 attendees. The grants are reimbursable awards and are available to support projects that benefit tourism and promote cultural arts on the Space Coast. These Major Event Grant Program projects are approved and supported through the Cultural Committee and TDC to promote the Space Coast as a tourism and large event destination that are open and available to both tourists, visitors and the community. Past recipients of this grant program have been air shows and boat races. Staff is asking for direction on whether to solicit grant applications in Fiscal Year 2023-2024.

Clerk to the Board Instructions:

Please return a memo of the Board's action to the Tourism Development Office and CAO.



**BREVARD COUNTY
TOURISM DEVELOPMENT OFFICE**

Guidelines

**CULTURAL SUPPORT
GRANT PROGRAM**

Fiscal Year 2023-2024

Fiscal Year 2023-2024

CULTURAL SUPPORT GRANT PROGRAM

1.0 INTRODUCTION & BACKGROUND

This grant is provided by the Brevard County Board of County Commissioners through the use of the Local Option Tourist Development Act, pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)d of the Brevard County Code of Ordinances. The BOCC has authorized Tourist Development Tax funds to be used for tourist-oriented cultural and special events such as visual and performing arts including theater, concerts, recitals, opera, dance, art exhibitions, festivals and other tourist related activities.

Cultural Support Grant Program is a program administrated by the Tourism Development Office, the focus of which is to promote Brevard County as a cultural destination.

Goals of the Cultural Support Grant Program:

1. Promote Brevard County as a cultural destination to both visitors and residents and make a positive impact to Brevard County tourism.
2. Enhance the Space Coast's cultural sector through increased event and marketing support for the benefit of visitors and residents.
3. Build awareness of the arts.

2.0 STATEMENT OF APPLICANT RESPONSIBILITY

Please read this entire document carefully.

The Tourism Development Office (TDO) and Brevard Cultural Alliance (BCA) staff will work in coordination to review the applications shortly after submission to determine if the application is complete or incomplete (i.e. missing attachments, lack of proper support materials, incomplete or incorrect support documents, etc.) and eligible for the grant. If the grant is awarded, the applicant agrees to be bound by all terms contained in their application, these guidelines, and any supporting documents. Incomplete or incorrect application packages will not be accepted and therefore will not be considered for funding. Applications that arrive after the application due date will not be reviewed or considered. Kindly note the due date, plan accordingly and double check your documents before you submit your application. If you have any question, please contact Deborah Webster at Deborah.Webster@VisitSpaceCoast.com.

3.0 ANTI-LOBBYING

All Tourism grant applicants are restricted from lobbying TDC members and committee members from the time the grant application is open until the Committee finalizes the grant scores. Applicants may not attempt to influence their deliberations or scoring to secure an award, either verbally or in writing. Any questions concerning a grant applicant or the grant process from either applicants or committee members should be directed to the designated staff at the Tourism Development Office.

4.0 APPLICATION PROCESS AND KEY DATES

The 2023-2024 Cultural Support Grant Program grant program for events occurring between October 1, 2023 and September 30, 2024.

March 9, 2023	Cultural Committee meeting #1, Tourism Development Office @2pm
April 6, 2023	Cultural Committee meeting #2, Tourism Development Office @2pm
April 19, 2023	Application window opens
April 19, 2023	Non-mandatory online CSGP Information meeting @10am
May 19, 2023	Application window closes @5pm
May 19-25, 2023	BCA & TDO staff reviews applications for completeness
May 25, 2023	Cultural Committee meeting #3, Zoom @2pm
June 26, 2023	Cultural Committee scoring due @5pm
July 19, 2023	Cultural Committee meeting #4, Review, Ranking & Recommendations, Tourism Development Office @2pm
July 26, 2023	Tourist Development Council meeting, Government Center @2pm
August 8, 2023	Brevard County Board of County Commissioners final approval, Government Center @5pm
August 9, 2023	Funding notification to the applicants & executed contracts
October 1, 2023	FY 2023-2024 grant period begins
September 30, 2024	FY 2023-2024 grant period ends
October 4, 2024	Final Reimbursement requests due
October 31, 2024	Final report due

The above dates are subject to change. Changes will be publicized in advance.

The TDC Cultural Committee will monitor the Cultural Support Grant Program, with annual approval by the Tourist Development Council and the Brevard County Board of County Commissioners. The Tourist Development Council will review and recommend approval of the grant program Guidelines, Application, Scoresheets and grant awards. The program will be administered by the Tourism Development Office (TDO) and Brevard Cultural Alliance (BCA) staff.

5.0 ELIGIBILITY

The primary purpose of the Cultural Support Grant Program is to promote Brevard County arts and culture by funding groups which present cultural and special events and market the events to out-of-county tourists. Such cultural and/or special events/activities could be visual and performing arts including theatre, concerts, recitals, opera, dance, art exhibitions, and festivals and other tourist-related activities). These Cultural and/or Special Events/Activities can be categorized into the following:

- Events – Festivals, Art Shows, etc. that last from 1-14 days
- Seasonal Activities – Theatres, symphonies, concerts that operate over the course of a year
- Museums – Facilities that continually operate over the course of a year
- Main Street Events – Street parties and events hosted by Main Street organizations

To be considered for this grant funding, the cultural and special events/activities must be held in-person with in-person attendees, with the main purpose of attracting out-of-county visitors to Brevard County. Virtual events or media outlets will not qualify for this grant. For applications to be considered for this grant, visitors to the event/season must account for total visitation of 1,000 out-of-county attendees. The out-of-county attendee measurement shall be conducted by TDO staff as a combined effort of online tracking tool and organization verified ticketing system.

To be eligible to apply for participation in the Cultural Support Grant Program an organization must also;

- a. Be a non-profit, tax-exempt Florida corporation, as a result of being incorporated or authorized as a non-profit Florida corporation in good standing, pursuant to Chapter 617, Florida Statutes or a governmental entity, and,
- b. Headquartered in Brevard County, and,
- c. Designated as a tax-exempt organization as defined in section 501(c)(3) of the Internal Revenue Code of 1954, or a governmental entity, and;
- d. Applicant organization must be the presenting/producing entity of events/activities to be promoted through the Cultural Support Grant Program.
- e. Provide IRS determination letter and Florida Department of State, Division of Corporations Detail by Entity Name Report.
- f. Supply required documentation – Updated W-9 (IRS Form Rev. October 2018), Certificate of Insurance (COI), Proof of Registration with E-Verify (17-page MOU) found at <https://www.e-verify.gov/about-e-verify>, proof of incorporation in the State of Florida, and most recent 990 form.
- g. If the applicant is a governmental entity, the applicant is exempt from supplying the listed documentation but may be required to supply other documentation at the request of the TDO.
- h. Private organizations should be incorporated for a minimum of two (2) years. (Date on IRS 501-c3)

- i. An organization must have held the event/season for at least one (1) year to qualify for the Cultural Support Grant Program.
- j. Fully cooperate with TDO staff post-event on guest information, surveys, and any other requests for information.

6.0 AVAILABLE FUNDS

Funds may be available for the fiscal year 2023-2024 Cultural Support Grant Program to support cultural organizations with their events/activities. In addition to creating unique cultural events/activities that promote Brevard County as a cultural destination, one of the main goals of this program is to attract out-of-county visitors to Brevard County.

Funding Award amounts;

# of Out-of-County attendees	Funding	Grant Program
1,000 – 2,500	\$15,000	Cultural Support Grant Program
2,501 – 5,000	\$20,000	Cultural Support Grant Program
5,001 +	\$25,000	Cultural Support Grant Program

The Cultural Support Grant program is a reimbursable grant. This grant is on a reimbursement basis to reimburse grantee for approved expenditures that directly support personnel, artistic services, marketing, supplies, materials, and other general operating costs. Grantees must initially self-fund approved expenditures, and upon receipt and acceptance of valid documentation will be reimbursed up to awarded amount. At least 50% of the grant award must be spent on out-of-county advertising.

The Tourist Development Office reserves the right to cancel/withdraw funding to this program at any time without cause. Applicants submit applications at their own cost and risk, without expectation of or reliance on funding award. Applicants may have their requested amounts reduced based on Tourist Development Council recommendations, funding availability, or number and quality of requests submitted. Annual funding of this program is subject to the Brevard County budgeting approval process and receipt of Tourist Development Tax revenues within Cultural fund.

7.0 ELIGIBLE USE OF FUNDS

Funds must be used for the project or event as proposed in the applicant's grant application and categorized in the proposal budget worksheet, as well as the grant contract.

Funds also must be used to implement events or activities that promote Brevard County as a cultural destination and make a positive impact to local tourism by measuring the number of out-of-county visitors who attended the event or activity.

- Funds may **not** be used to finance projects that are already fully funded unless a project can be significantly enhanced with additional funds.
- Funds may **not** be used to pay debt obligations.
- Funds may **not** be used for grant applications or routine maintenance.

Allowable and Non-Allowable:

Allowable Costs:

- Expenditures within the grant period specified on the grant application and/or the period specified by the Brevard County Budget Department; and,
- They are solely for the purposes of the grant and can be easily identified as such.

Non-Allowable Costs:

- Expenditures before or after the grant period;
- Lobbying or attempting to influence federal, state, or local legislation;
- Capital improvements, including but not limited to new construction, renovation, and installation or replacement of fixtures in the permanent facility of the organization;
- Bad debts, contingencies, fines and penalties, interest, other financial costs and costs of litigation or tuition;
- Plaques, awards, scholarships, gift cards, prize money or certificates;
- Items for resale
- Projects which are restricted to private or exclusive participation;
- Regranting (using County funds to underwrite local grants programs);
- contributions and donations;
- any other expenditure not authorized by Chapter 112 of the Florida Statutes or Brevard County Codes and Policies or any other law.

8.0 APPLICATION SUBMITTAL PROCEDURES

The Cultural Support Grant Program application may only be submitted electronically through an online portal link that will be available to interested organizations on April 19, 2023. TDO staff will conduct a pre-qualification attendance audit for projects beginning April 1, 2023. If you intend to apply for the FY 2023-2024 Cultural Support Grant Program, please complete this brief questionnaire ([CLICK LINK](#)). Eligibly results will be emailed to you on April 19, 2023. If you chose not complete the questionnaire you may still apply for the program but your attendance eligibility will not be determined until you submit your application on May 19, 2023.

Projects that are deemed attendance eligible will be emailed the application on

April 19, 2023.

A non-mandatory information meeting will be conducted at 11am on April 19, 2023. The application deadline is no later than 5pm EST on June 26, 2023 to be considered for funding. If you have questions about the application or program, please make them in writing to Deborah Webster at Deborah.Webster@VisitSpaceCoast.com until the application deadline.

A non-mandatory virtual Information meeting to answer any questions you may have about the process or application will be held at 11am on April 19, 2023.

Join Zoom Meeting
<https://us06web.zoom.us/j/82674272083>

Meeting ID: 826 7427 2083
+1 929 205 6099

9.0 EVALUATION CRITERIA AND APPROVAL PROCESS

On the close of the application window, May 19, 2023, BCA staff will receive and review all grant applications to ensure:

1. Applications are submitted by the deadline; no later arrivals will be accepted.
2. Applications are complete and contain all required information.
3. Applications are for eligible activities and expenses.
4. Applications have met the minimum out-of-county visitor requirement for that funding tier.
5. TDO staff will review the applications and shall have the direction and authority to disqualify those who do not meet the minimum requirements prior to committee review.
6. Each member of the Cultural Committee will receive eligible applications and scoresheets (see attached sample scoresheet) for review. Committee members will be instructed to review each proposal using the scoresheet and assign a numeric score to the project and submit a completed scoresheet for each application to TDO staff.
7. TDO staff will assemble the scoresheets for each project. The highest and lowest scores will be discarded for each application to adjust for possible scoring outliers. TDO staff will rank each project in order based on the remaining scores, ranking of project will be by average of the trimmed mean score.
8. Project rankings will be reviewed and discussed in a Cultural Committee meeting that is open to the public.

Cultural Committee meeting – Review, Ranking & Recommendation Meeting-

- TDO staff will distribute the scoring of the applications. Applications will be presented in order of ranking, with total funding level for each application deemed eligible by reaching the average trimmed mean score of 80 or higher.
 - The Committee chair will open the floor to validate the scores.
 - The Committee chair will open the floor for discussion and funding recommendations.
 - Upon completion of the recommendations, the Committee chair will entertain any comments from Committee Members regarding the process or applications.
9. Each recommended project will go to the Tourist Development Council for review and approval of recommended funding levels, if approved, project will be sent to the Brevard County Board of County Commissioners for final approval.

Awards are not final and available for use until final approval by the Board of County Commissioners and contracts have been fully executed.

10.0 REPORTING REQUIREMENTS

Applicants are required to complete one report for FY 2023-2024 grant cycle. Applicants will be provided a reporting link to complete the final report. In instances of an event (single or multi-day event) a final report and reimbursement request are due within 60 days of the conclusion of the event by using the Event Reimbursement Request Form (RRF). Funds supporting a “season” must complete a final report by October 31, 2024. The final report will include a detailed expenditure worksheet by category reconciled with the Applicant’s Reimbursement Request, this data will be submitted to the Cultural Committee for review.

Reimbursement requests are due October 4, 2024. Failure to comply and submit a final report by due date may impact future funding requests.

11.0 GRANT REIMBURSEMENT REQUESTS

The funds for these grants are strictly regulated by Florida State Statutes, Brevard County Code of Ordinances, and Brevard County policies/procedures. The aforementioned regulations relate to the use and disbursement of Tourist Development Tax (TDT) revenue funds.

Prior to preparing your reimbursement, ensure that the expenses/costs for which you are requesting reimbursement are consistent with your grant application and grant agreement. Also, note all Tourism Development Office Grants are reimbursement based. They ARE NOT direct vendor payments or pre-payments.

All documents and invoices provided will become subject to Public Records laws.

Please submit your TDO Grant Reimbursement Request Form in Excel provided to you by your liaison and the reimbursement backup listed below in Adobe PDF format.

Submit grant reimbursement paperwork as soon as a project milestone, event or season is complete. Deadline for ALL grant reimbursement requests for FY 23-24 is close of business Friday, October 4, 2024.

Each Grant Reimbursement Submission Package Must Contain the Following Four (4) Items (in this order):

1. The TDO Grant Reimbursement Request Form (RRF, a provided Excel document).
 - A. Vendor invoices must be listed line by line.
 - B. Vendor name, vendor invoice #, description of grant related service and amount of reimbursement being requested must be included.
 - C. Invoice numbers on the form are not the 1, 2, 3 numbers shown on the right side of the form, they are the actual vendor invoice number.
2. Vendor Invoices and Receipts for Allowable Expenses.
 - A. Invoices and receipts must have the line # (the 1, 2, 3... numbers shown on the right side of the form) on the top of each page of backup that corresponds with line # on the Grant Reimbursement Request Form.
 - B. This includes the invoice and/or receipt for any grant reimbursable product or service.
3. Financial Proof of Goods and Services purchased with grant funding in the form of cancelled checks (front and back copy), ACH direct payment receipts, credit card receipts and statements. ALL account numbers, bank routing numbers, social security numbers, authorizing signatures and other credit card transactions MUST be redacted (blacked out).
4. Backup Proof of Completed Grant Related Goods and Services which focus on promoting Brevard County tourism to include:
 - Copies of any advertising whose purpose is to drive tourism to Brevard County
 - Photos of rental tents or equipment
 - Photos of equipment purchased in support of the grant
 - Screenshots of website and social media
 - Copies of the printed material
 - Copies or photos of the signs to ensure they were not used for some other purpose
 - If payroll is being requested for reimbursement, the line on reimbursement cover sheet requires an abbreviated personnel description that is grant related along with the pay period dates. Leave the invoice field blank for payroll items
 - Copies of vendor reports or materials lists

- Any other allowable, reimbursable expense that was listed in the grant application budget and grant agreement.

Refer to Section “Eligible Use of Funds” for descriptions of allowable and unallowable expenses that can be reimbursed under this grant program.

12.0 CREDIT & LOGO

Grantees/event organizers must agree to prominently recognize the Space Coast Office of Tourism and Brevard County (where possible) as an event supporter in all marketing materials, advertising, website and other marketing related communications promoting the event/season both in and out of the local market. The Space Coast Office of Tourism logo must be included in all display advertising, printed collateral, email marketing, etc. where appropriate. The logo must be easily legible and should be displayed in a manner which does not distort or warp the original logo file. Logo usage standards will be provided to grantees/event organizers as well as high resolution and/or vector logo files to be included in event materials. Use the following language for all materials;

This event is supported by the Brevard County Board of County Commissioners and the Space Coast Office of Tourism.

Logos available to download <https://bit.ly/SpaceCoastLogo> or by email request to marketing@visitspacecoast.com.

13.0 GRANT BENEFITS

Other benefits beyond the awarded funding to organizations are;

- TDO will provide a link to the organization to input a free event/season listing on VisitSpaceCoast.com.
- TDO will provide a website pixel for the event organizer to implement on to their website or event landing page (if they have one, instructions will be furnished if needed). This pixel will provide visitor data including demographics and booking information.

14.0 TERMS AND CONDITIONS

Should the grant be awarded, the applicant agrees to be bound by the following terms and conditions:

Grantor means the Brevard County Board of County Commissioners acting through the TDO and Grantee means the applicant. The term Parties means both the Grantor and Grantee.

This grant is contingent upon the availability of applicable tourist development tax funds and subject to any limitations provided by Section 125.0104, Florida Statutes, and Section 102-119 of the Brevard County Code, as either may be amended from time to time. Should funds no longer be available, the GRANTOR shall provide written notice to the GRANTEE. This grant is not a lien, either legal or equitable, on any of the GRANTOR's non-tourist development related revenues.

GRANTEE agrees and understands that all funding authorized through this grant shall be used only for eligible activities in accordance with State and Local law, and this grant.

I. Payment Procedures

For work performed by GRANTEE during the cultural grant term, the GRANTEE must submit adequate documentation according to the payment procedures outlined in the grant on or before October 8, 2024. If documentation is submitted after October 8, 2024, the Parties agree the GRANTOR has no obligation to reimburse those expenses and GRANTOR has no further obligation under the grant to GRANTEE.

If a question arises as to the sufficiency of the GRANTEE's documentation, the Parties agree that the Executive Director the TDO shall make the determination on whether or not the documentation is sufficient to support payment of the grant. Funds are only eligible for reimbursement as proposed in the GRANTEE's application or as modified through the grant award. The Parties agree the GRANTOR will reject submissions for reimbursement for items not proposed in the grant application. Funds may not be used to pay debt obligations. Reimbursement requests may be submitted no more frequently than once a month, using the Event Reimbursement Request Form that will be emailed to GRANTEE.

II. Legal Responsibilities and Waiver of Trial by Jury

The Parties agree that, in the case of a dispute, the Parties will first work to resolve the dispute informally. In case of legal action, each Party agrees to the following terms: To bear its own attorney's fees and costs; that venue is in a court of competent jurisdiction in Brevard County; **TO WAIVE ANY RIGHT TO A JURY TRIAL**; and that this grant is governed according to the laws of the State of Florida.

GRANTEE agrees to comply with all federal, state and local laws, and is responsible for any and all permits, fees, and licenses necessary to perform the event or activity. Nothing in this grant shall be construed as a waiver by GRANTOR of any requirements for local permits, fees, and licenses.

GRANTEE shall perform the services independently and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this grant shall

be interpreted or construed to make GRANTEE, or any of its agents, or employees to be the agent, employee or representative of the GRANTOR.

GRANTEE shall not engage the services of any person or persons now employed by Brevard County, on a private basis, to provide services relating to this grant without written consent from Brevard County. This does not prevent GRANTEE from using, reserving, or renting Brevard County facilities. The waiver by GRANTOR of any of GRANTEE's obligations or duties under this grant shall not constitute a waiver of any other obligation or duty of the other Party under this grant, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation of duty.

This grant shall not obligate or make GRANTOR or GRANTEE liable to any Party other than the Parties. Oversight of any GRANTEE staff will be the responsibility of GRANTEE.

If any provision of this grant is held invalid, the remainder of this grant agreement shall not be affected if such remainder continues to conform to the terms and requirements of applicable law.

III. Indemnification and Hold Harmless

GRANTEE shall indemnify, defend, and hold harmless GRANTOR for the negligent acts and omissions of GRANTEE's own employees and agents in the performance of event or activity sponsored by this grant, to the extent permitted by law, and against any and all third-party claims, suits, proceedings, losses, liabilities, damages, fees and expenses (including reasonable attorney's fees and expenses) related to the event or activity. GRANTEE expressly agrees that GRANTOR has no liability to GRANTEE for GRANTEE's event or activity or GRANTEE's operation. GRANTOR's indemnity and liability obligations hereunder shall be subject to GRANTOR's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this grant is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of GRANTOR's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

IV. Amendment, Assignment of Agreement

Amendments to this grant may be initiated by either Party. Amendments shall be formally ratified and approved by written amendment to the grant by both Parties. GRANTEE shall not assign any portion of this grant without the written permission of GRANTOR. All conditions and assurances required by this grant are binding on the Parties and their authorized successors in interest.

V. Insurance

If you are awarded a grant you will be required to procure and maintain, at your own expense and without cost to the BOCC, a General Commercial Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability covering the project performed pursuant to the grant. Including errors and omissions coverage upon TDO request. Depending on the event sponsored, the TDO may require additional insurance. Award recipients shall provide the TDO with a Certificate of Insurance prior to contract execution. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of grantee under the terms of the Grant. The following items are required of each COI;

- Box labeled "Certificate Holder" – shall read "Brevard County, 150 Cocoa Isles Blvd, St. 401, Cocoa Beach, FL 32931"
- Box labeled "Description of Operations/locations/vehicles" – shall read "Brevard County is listed as an Additional insured"
- Provide Endorsements pages which provide that your entity is endorsed as an additional insured

It is the responsibility of the applicant to provide insurance documents to the TDO staff and to re-submit updated insurance prior to their expiration if this occurs during the grant period.

GRANTEE agrees to procure and maintain, at its own expense and without cost to GRANTOR, the following types of insurance. In the sole discretion of the TDO, the TDO may require additional amounts or types of insurance depending on the type of event or activity. Any additional requirements will be included in the notice of grant award. The policy limits required are to be considered minimum amounts:

- a. General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability, and errors and omissions coverage.
- b. Auto Liability Insurance policy which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence, as well as, Full Coverage Vehicle Insurance to include Liability (as above), Collision, Comprehensive, PIP and Uninsured Motorists.
- c. Workers' Compensation and Employers Liability Insurance policy covering all employees of GRANTEE that work on this Grant, as required by law. Coverage shall be for all employees directly or indirectly engaged in work on this Grant, with limits of coverage as required by State law.
- d. GRANTEE will provide certificates of insurance to GRANTOR demonstrating that the insurance requirements have been met prior to the commencement of work under this grant.

The insurance coverage enumerated above constitutes the minimum requirements and shall in

no way lessen or limit the liability of GRANTEE under the terms of the grant.

VI. Termination

If either Party fails or refuses to perform any of the provisions required under the grant guidelines, application, or otherwise fails to timely satisfy the grant provisions, either Party may notify the other Party in writing of the nonperformance and terminate the grant or such part of the grant award as to which there has been a delay or a failure to properly perform. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon termination, GRANTOR has no further obligation to GRANTEE.

VII. Right to Audit Records

In performance of this grant, GRANTEE shall keep books, records, and accounts of all activities related to this grant, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by GRANTEE in conjunction with and the performance of this grant shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by GRANTEE for a period of five (5) years after the end of the grant period, unless returned to GRANTOR sooner.

VIII. Scrutinized Companies

A. The GRANTEE certifies that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this grant at its sole option if the GRANTEE or its Subcontractors are found to have submitted a false certification; or if the GRANTEE, or its Subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this grant.

B. If this grant is for more than one million dollars, the GRANTEE further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

C. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this grant at its sole option if the GRANTEE, its affiliates, or its Subcontractors are found to have submitted a false certification; or if the GRANTEE, its affiliates, or its Subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the grant.

D. The GRANTEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this grant.

E. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

IX. Employment Eligibility Verification (E-Verify)

- A. The GRANTEE shall comply with the applicable provisions of section 448.095, Florida Statutes. Upon request, GRANTEE shall provide acceptable evidence of their enrollment in the U.S. Department of Homeland Security's E-verify system. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. If applicable, a GRANTEE may alternatively provide an affidavit as to compliance with section 448.095(3)(b)(2), Florida Statutes.
- B. A GRANTEE meeting the definition of a contractor in section 448.095, Florida Statutes shall require its subcontractors to provide the affidavit specified at section 448.095 (2)(b), Florida Statutes.
- C. As applicable, GRANTEE agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including, if applicable, participation by its subcontractors as required by section 448.095(2)(b), Florida Statutes, and to make such records available to the GRANTOR consistent with the terms of GRANTEE's enrollment in the program.
- D. Compliance with the terms of this section is made an express condition of this Grant and the GRANTOR may treat a failure as grounds for immediate termination of this Grant.
- E. A GRANTEE who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the GRANTEE hires or employs a person who is not eligible for employment.
- F. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.
- G. GRANTOR will not intentionally award a publicly-funded Grant to any GRANTEE who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA)). GRANTOR shall consider a GRANTEE's intentional employment of unauthorized aliens as grounds for immediate termination of this Grant.

X. Public Records Disclosures

GRANTEE agrees that Florida has broad public disclosure laws, and that any written communications with GRANTEE, to include emails, email addresses, a copy of this grant, and

any supporting documentation related to this grant are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. In this case, the portion of the GRANTEE's records relating to the acceptance and use of the GRANTOR grant are public records that may be subject to production upon request. The GRANTEE agrees to keep and maintain these public records until completion of the event or activity. Upon completion, GRANTEE may continue to retain the public records for five years, or transfer, at no cost, to the GRANTOR, any public records in its possession in an electronic format readable by GRANTOR.

Upon a request for public records related to this grant, GRANTEE will forward any such request to the GRANTOR. GRANTOR will respond to any public records request. Upon request, as to records in the GRANTEE possession, GRANTEE will provide access or electronic copies of any pertinent public records related to this grant to GRANTOR within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

GRANTEE agrees that GRANTOR will consider all documentation the GRANTOR submits to Brevard County to support payment of this grant to be subject to public records disclosure.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF TOURISM, C/O ADMINISTRATIVE SECRETARY, 150 Cocoa Isles Blvd. Cocoa Beach, FL 32931, PHONE (321) 433-4470.

XI. Notices

Any notices required or permitted by this grant shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

GRANTOR:
Brevard County Office of Tourism
c/o Executive Director
150 Cocoa Isles Blvd.
Cocoa Beach, Florida 32931
Phone: (321) 433-4470

GRANTEE:
Contact information listed on GHRANTEE's application.

XII. Effective Date

The grant shall be effective on the last day the Parties execute the grant award (the "Effective Date"). The Parties agree that all work performed by GRANTEE prior to the effective date but during the term of the grant is subject to the provisions of this Agreement.

XIII. Entirety, Construction of Agreement, and Counterparts

The grant guidelines, application, Clerk to the Brevard County Board of County Commissioners memorandum ("Clerk's Memo"), any included exhibits or required documentation and the grant award represents the entire understanding between the Parties in its entirety and no other agreements, either oral or written, exist between GRANTOR and GRANTEE. The application, grant guidelines, grant award are attached and incorporated into the grant by this reference. The Parties acknowledge that they fully reviewed all requirements and had the opportunity to consult with legal counsel of their choice, and that this grant shall not be construed against any Party as if they were the drafter of this grant. This grant may be executed in counterparts all of which, taken together, shall constitute one and the same. GRANTEE warrants that it is possessed with all requisite lawful authority to apply for and accept this grant

XIV. Foreign Disclosures.

GRANTEE will complete GRANTOR's foreign disclosure form and make any required disclosures to the State of Florida.

15. GRANT AWARD

Upon approval by the Brevard County Board of County Commissioners, the GRANTOR will issue a Notice of Award to the Grantee listing the grant award amount and any additional conditions or restrictions that may differ from the grant guidelines, grant application, Clerk's Memo, and other accompanying documents. Should there be any conflict, the Notice of Award shall control to the extent of said conflict.

EXHIBIT (A) Grant Scoring Sheet

(Insert Scorecard Here)

EXHIBIT (A)

Tourism Development Council FY 2023-2024 Cultural Support Grant Program – Evaluation Form		
<i>Requests must achieve a minimum of 80 points to be considered for funding</i>		
REVIEWER (SIGNATURE):		
REVIEWER (PRINT):		
Section 1 – Applicant Information (TDO staff will complete this section)		
Organization Name:		
Project Number:		
# of Out-of-County visitors		
Project is eligible for \$		
Evaluation Criteria	Points Available	Points Earned
(1) Did the application clearly describes the proposed event/season?	20	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented/poor location: 0 - 5 points		
Adequate: 6 - 10 points		
Good: 11- 15 points		
Very Good: 16 – 18 points		
Excellent: 19 - 20 points		
<u>Comments for Q1:</u>		
(2) Did the application clearly describe how the proposed event/season intends to promote the Space Coast as a cultural destination? Did the application describe the cultural qualities that will create publicity opportunities on a regional or national level to promote the Space Coast as a cultural destination?	20	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 0 - 5 points		
Adequate: 6 - 10 points		
Good: 11 - 15 points		
Very Good: 16 – 18 points		
Excellent: 19 - 20 points		

<u>Comments for Q2:</u>		
(3) Did the application include their Marketing/Advertising plan? Does the Marketing/Advertising plan provide details? Does the Marketing/Advertising plan offer the following elements; goals & objectives, target audience(s), specific marketing activities, timeline and detailed Marketing/Advertising budget worksheet itemizing how 50% of the grant award will be spent on out-of-county Marketing/Advertising?	20	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 0 - 5 points		
Adequate: 6 - 10 points		
Good: 11 - 15 points		
Very Good: 16 – 18 points		
Excellent: 19 - 20 points		
<u>Comments for Q3:</u>		
(4) Did the application describe in detail how they intend to measure and evaluate the success of their event/season?	20	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 0 - 5 points		
Adequate: 6 - 10 points		
Good: 11 - 15 points		
Very Good: 16 – 18 points		
Excellent: 19 - 20 points		
<u>Comments for Q4:</u>		
(5) Did the application include a detailed operating budget worksheet reflecting both revenue & expenses for the proposed event/season? Did the operating budget itemize the proposed event/season and the most	10	

recent event/season actuals?		
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 0 - 2 points		
Adequate: 3 - 4 points		
Good: 5- 7 points		
Very Good: 8 – 9 points		
Excellent: 10 points		
Comments for Q5:		
(6) Did the application include 3-5 supporting Marketing/Advertising creative assets? <i>Suggested creative assets: Facebook/Instagram and/or other social media posts, website, TV/video, brochure, poster, text for a radio spot, or other promotional materials, etc.</i>	10	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 0 - 2 points		
Adequate: 3 - 4 points		
Good: 5 - 7 points		
Very Good: 8 - 9 points		
Excellent: 10 points		
Comments for Q6:		
PROPOSAL SCORE (Maximum 100 points)	100	

Cultural Support Grant Program Application

FY 2023-2024

Are you completing this application for – (DROPDOWN) Event or Season

Proposed name of the event/season - _____

Name of Organization - _____

Mailing Address - _____

City, State, Zip Code - _____

Federal Employer ID # - _____

Website Address - _____

Organization Telephone - _____

Organization Email - _____

Primary Contact person (first & last name) - _____

Primary Contact person Phone - _____

Primary Contract person Email - _____

Alternative Contact person (first & last name) - _____

Alternative Contact person Phone - _____

Alternative Contact person Email - _____

50 % of grant award must be used for out-of-county Marketing/Advertising, how will the other grant funds be used? (Check all that apply) (CHECKBOXES)

- Staff/Personnel
- Artistic Services
- Materials/Supplies
- Out-of-county Marketing/Advertising (must account for at least 50% of the grant award)
- Other General Operating Costs

Please provide a brief description of your organization.

(This is for background information for the Committee and will not be scored, be concise but detailed, limited to 500-words)

- (1) Please describe the proposed event/season for which you are seeking funding from the FY 2023-2024 Cultural Support Grant Program. *(Be brief & concise but answer the question fully, 500-word limit)*
- (2) How does your proposed event/season promote the Space Coast as a cultural destination? Please describe the cultural qualities that will create publicity opportunities on a regional or national level to promote the Space Coast as a cultural destination. *(Please describe in detail but concise, 500-word limit)*
- (3) Upload your Marketing/Advertising plan.
Suggested elements of your Marketing/Advertising plan shall include but not limited to: goals and objectives, target audience(s), specific marketing activities, timeline and detailed Marketing/Advertising budget worksheet itemizing how you will spend 50% of the grant award on out-of-county Marketing/Advertising.
- (4) Please describe in detail how you will measure and evaluate the success of your event/season? *(Please describe in detail but concise, 500-word limit)*
- (5) Upload your detailed operating budget worksheet to reflect both revenue & expenses for your proposed event/season. The operating budget template is provided to you on the first page of the application. Please download the template, complete it and upload it here. You will be asked to itemize revenue & expenses for your proposed event/season and your most recent event/season actuals.
- (6) Upload 3-5 supporting Marketing/Advertising creative assets.
Suggested creative assets: Facebook/Instagram and/or other social media posts, website, TV/video, brochure, poster, text for a radio spot, or other promotional materials, etc.



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

J.3.

4/4/2023

Subject:

Approval of the Tourist Development Council (TDC) FY 2023-2024 Tourism + Lagoon Grant Program Funding, Guidelines, Application and Committee Scoresheet.

Fiscal Impact:

FY 2023-2024: Program funding of \$1,000,000 collected by the Tourism Development Tax as directed by the Board

Dept/Office:

Tourism Development Office

Requested Action:

It is requested the Brevard County Board of County Commissioners approve the Tourist Development Council FY 2023-2024 TDC Tourism + Lagoon Grant Program Guidelines, Application and Committee Scoresheet. It is also requested that the Board approve funding of the FY 2023-2024 Tourism + Lagoon Grant Program applications which shall come before the Board for final funding approval as the grant application cycle commences.

Additionally, it is requested that the Tourism Development Office Director be authorized to negotiate and sign all necessary grant agreements and related documents upon County Attorney Office, Risk Management and Purchasing Services approval.

Summary Explanation and Background:

These funds are put in place each fiscal year for projects approved by the TDC Beach Improvement Committee, the Tourist Development Council, and the Brevard County Board of County Commissioners. Reimbursable grant awards are available to support projects that promote and benefit tourism on the Space Coast and promote the health of the Indian River Lagoon. These Tourism + Lagoon Grant Program projects are approved and supported through the Beach Improvement Committee and will serve as safe, world-class projects that promote tourism to the Space Coast, support the health of the Indian River Lagoon and are open and available to both tourists, visitors and the community.

The Beach Improvement Committee at their March 14, 2023 meeting, and the Tourist Development Council at their March 22, 2023 meeting, voted unanimously to recommended the Board approve the FY 2023-2024 TDC Tourism + Lagoon Grant Program Funding, Guidelines, Application and Committee Scoresheet. A summary of the revisions to the Tourism + Lagoon Grant Program Application, Guidelines and Scoresheet are:

-Page 3 of the TDC Tourism + Lagoon Grant Program Guidelines - Addition - 1.0 Introduction and Background
"Grant projects must take place in the area outlined in the Indian River Lagoon Watershed Map provided as

Exhibit (B).“

-Page 4 of the TDC Tourism + Lagoon Grant Program Guidelines - Addition - 4.0 Application Process and Key Dates - Grants have been extended to two years and give the Director of the TDO the ability to grant a one-year extension.

-Page 6 and 7 of the TDC Tourism + Lagoon Grant Program Guidelines - Clarification - 7.0 Eligible Use of Funds - Matching Funds Requirements and Bonus Points have been clarified.

-Page 9 of the TDC Tourism + Lagoon Grant Program Guidelines - Addition - 10.0 Terms and Conditions of Grant Awards - An applicant may not submit more than 1 (one) application per project and the Director of the TDO has the ability to grant a one-year extension.

-Page 9 of the TDC Tourism + Lagoon Grant Program Guidelines - Addition - 11.0 Reporting Requirements - Grant recipients will provide TDO with a mid-project and a final report to show how the grant funding was expended, and how the overall project has operated during the term of the grant.

-Page 20 Fiscal year date change on the Score Sheet of the TDC Tourism + Lagoon Grant Program Guidelines.

-Page 20 Score Sheet of the TDC Tourism + Lagoon Grant Program Guidelines - Clarification - Requests must achieve a minimum of 75% of standard points (78.75) to be considered for funding, excluding bonus points. (Maximum 105 points, 78.75 equals a qualifying score of 75%)

-Fiscal year date changes on the TDC Tourism + Lagoon Grant Program Application.

-TDC Tourism + Lagoon Grant Program Application - Addition - Question 6, “Describe your project.”

Clerk to the Board Instructions:

Please return a memo of the Board’s action to the Tourism Development Office and CAO.

Key:

Yellow Highlight – Items changed or reworded by the Beach Improvement Committee at the March 14, 2023 Meeting.

Grey Highlight – Items that have been added by the County Attorney's Office.

Text without highlights – Items that have not changed from previous years.



**BREVARD COUNTY
TOURISM DEVELOPMENT OFFICE**

Guidelines

**TOURISM + LAGOON
GRANT PROGRAM**

Fiscal Year 2023-2024

Fiscal Year 2023-2024

TOURISM + LAGOON GRANT PROGRAM

1.0 Introduction and Background

This grant is provided by the Brevard County Board of County Commissioners through the use of the Local Option Tourist Development Act, pursuant to State and Local law.

The Tourism + Lagoon Grant Program is a program administrated by the Tourism Development Office.

The primary purpose of the Tourism + Lagoon Grant Program is the development of projects that demonstrate a benefit to the health of the Indian River Lagoon and a positive impact to Brevard County tourism such as, but not limited to:

- a. Living Shorelines – Sustainable Restoration and Protection
- b. Habitat Restoration - Support Fishing/Wildlife Viewing
- c. Fish or Wildlife Restocking or Recovery
- d. Waterway Destinations & Access - Improved and Sustainable Recreational Waterway Access
- e. Litter Control - Shoreline and Causeways/Entryways

Grant projects must take place in the area outlined in the Indian River Lagoon Watershed Map provided as Exhibit (B). Competitive grants must identify and quantify the benefits of the proposed project. Examples of metrics that can be used to quantify benefits include, but are not limited to:

- a. Pounds of nutrients (nitrogen/phosphorous/etc.), pollutants, sediments or trash removed from water or land
- b. Number of/or pounds of derelict vessels removed from the water or shoreline
- c. Acres or linear feet or habitat restored
- d. Species and number of fishes, wildlife or plants restocked or recovered
- e. Number of invasive exotic species removed
- f. Number of people served by improved public access

- g. Project estimates of economic benefits to the tourism economy
- h. Scale of improved public access (area or linear feet), including quantified improvements for ADA access

2.0 Statement of Applicant Responsibility

Please read this entire document carefully.

Applications will be reviewed by the Tourism Development Office (TDO) staff shortly after submission to determine if the application is complete or incomplete (i.e. missing attachments, lack of proper support materials, incomplete or incorrect support documents, etc.) and eligible for the grant. Incomplete or incorrect application packages will not be accepted and therefore will not be considered for funding. Applications that arrive after the application due date will not be reviewed or considered. Note the due date, plan accordingly and double check your documents before you submit your application.

If this grant is awarded, the applicant agrees to be bound by all terms contained in their application, these guidelines, and any supporting documents.

If you have any question, please contact Angela Essing, staff liaison at Angela.Essing@VisitSpaceCoast.com.

3.0 Anti-Lobbying

All Tourism grant applicants are restricted from lobbying TDC members and committee members from the time the grant application is open until the Committee finalizes the grant scores. Applicants may not attempt to influence their deliberations or scoring to secure an award, either verbally or in writing. Any questions concerning a grant applicant or the grant process from either applicants or committee members should be directed to the designated staff at the Tourism Development Office.

4.0 Application Process and Key Dates

The 2023-2024 Cultural Support Grant Program grant program for events occurring between October 1, 2023 and September 30, 2025.

Task	Date
Application Opens	4/21/23
Application Closes at 9am	5/22/23
TDO staff review applications for completeness	5/22/23 – 5/25/23
Applications and scoresheets submitted to Committee for review & scoring	5/26/23
Beach Committee meeting #2, Space Coast Office of Tourism at 2pm	5/31/23
Beach Committee Completed Scoresheets due at 9am	6/30/23
Beach Committee meeting #3, Space Coast Office of Tourism at 2pm	7/18/23
Tourist Development Council meeting, Recommendation and Funding Awards	7/26/23
Brevard County Board of County Commissioners review and consideration	8/8/23
Funding notification	After 8/8/23
Contracts executed	Prior to 10/1/23
FY 2023-2024 Project Start Date	October 1, 2023
FY 2023-2024 Project Completion Date	September 30, 2025

The above dates are subject to change. Changes will be publicized in advance.

Reports are due after the contract has been executed. The final report is due 30 days after the project is complete.

The Director of the TDO may grant a one-year extension to projects upon request with sufficient cause. Applicants applying for an extension will not be able to submit other applications for the same or similar projects until the initial project is completed.

5.0 Eligibility

To be eligible to apply for participation in the Tourism + Lagoon Grant Program an applicant must be one of the following:

- a. Be a non-government, non-profit, tax-exempt Florida corporation, as follows:
 - i. Be registered as a not-for-profit corporation pursuant to Chapter 617, Florida Statutes,
 - ii. Be established as a tax-exempt organization as defined in Section 501c (3) or (6) of the Internal Revenue Code of 1954,
 - iii. Confirm compliance with 5.170 of the Internal Revenue Code, as evidenced by a copy of the IRS determination letter provided by the applicant confirming federal tax-exempt status, and
 - iv. Provide a copy of organization's certificate of incorporation.
- b. Be a local government within Brevard County, (City, Town and/or the County), or
- c. Be an academic institution.

All applicant must supply required documentation – Updated W-9 (IRS Form Rev. October 2018), Certificate of Insurance (COI), Proof of Registration with E-Verify (17-page MOU) found at <https://www.e-verify.gov/about-e-verify>, proof of incorporation in the State of Florida, and most recent 990 form.

- a. If the applicant is a governmental entity, the applicant is exempt from supplying the listed documentation but may be required to supply other documentation at the request of the TDO.
- b. Private organizations should be incorporated for a minimum of two (2) years. (Date on IRS 501-c3)
- c. Fully cooperate with TDO staff post-event on guest information, surveys, and any other requests for information.
- d. If the applicant has received a previous grant from the TDO, all work under that must be completed before the organization may apply for additional grants with Brevard County.

6.0 Available Funds

The Tourism + Lagoon Grant Program funds will be available for the fiscal year 2023–2024 for a competitive grant program to fund projects that demonstrate a benefit to the health of the Indian River Lagoon and a positive impact to Brevard County tourism.

The Tourist Development Office reserves the right to cancel/withdraw funding to this program at any time without cause. Applicants submit applications at their own cost and risk, without expectation of or reliance on funding award. Applicants may have their requested amounts reduced based on Tourist Development Council recommendations, funding availability, or number and quality of requests submitted. Annual funding of this program is subject to the Brevard County budgeting approval process and receipt of Tourist Development Tax revenues within the fund.

7.0 Eligible Use of Funds

Funds must be used for the project or event as proposed in the applicant's grant application and categorized in the proposal budget worksheet, as well as the grant contract.

Funds must be used to implement projects that demonstrate a benefit to the health of the Indian River Lagoon and a positive impact to Brevard County tourism. Projects must be located in the Indian River Lagoon watershed within Brevard County. Funds may only be used for expenditures within the grant period specified on the grant application and/or the period specified by the Brevard County Budget Department; and, are solely for the purposes of the grant and can be easily identified as such.

Funds may be used for feasibility studies. Studies should request fifty thousand dollars (\$50,000) or less and shall be completed within the contract period. The study must demonstrate the impact to the health of the lagoon and the benefit to tourism in the application and subsequent required reporting.

It is envisioned that; non-profit and academic organizations are more likely to be awarded grants for smaller projects with requests at \$50,000 and under. Local governments are envisioned to be more likely to submit larger projects which require a match.

Eligible projects with a total expected cost that exceeds fifty thousand dollars (\$50,000) must provide matching funds.

a. Matching Funds Requirements:

- i. For a TDC grant request of \$50,000 or less: No match is required
- ii. For a TDC grant request in excess of \$50,000: Applicant must submit documentation of matching funds at a minimum ratio of .75:1, or \$.75 match for every \$1.00 of grant funding.

For example: Project Cost : \$175,000

TDC Grant Request : \$100,000

Required Minimum Documented Match: \$75,000

b. Bonus Points Awarded for Matching Funds

i. For a TDC grant request of \$50,000 or less no match is required, but applicants can achieve bonus points if documentation of a match is submitted, as follows:

Match of 0.25:1 to 0.49: 1 5 Bonus Points will be awarded

Match of 0.5:1 or greater 10 Bonus Points will be awarded

ii. For a TDC grant request greater than \$50,000 a match is required, but applicants can achieve bonus points if documentation of a match in excess of 0.75:1 is submitted, as follows:

Match of 1:1 to 1.49:1 15 Bonus Points will be awarded

Match of 1.5:1 or greater 20 Bonus Points will be awarded

c. How Bonus Points are determined:

i. Documented Match Funds divided by the TDC Grant Funds Requested

ii. Example: TDC Grant Application for \$50,000 : Documented Matching Funds \$12,500 $50,000/12,500 = 0.25$ Bonus Points = 5

Cash is the preferred match but in-kind matches will be considered with sufficient documentation. Volunteer labor can be counted as a match at the rate of \$29.95 per hour. Donations of materials can also be counted as a match.

Funds may NOT be used:

- a. to finance projects that are already fully funded and underway, unless a project can be significantly enhanced with additional funds;
- b. to pay debt obligations;
- c. for grant applications or routine maintenance;
- d. expenditures before or after the grant period;
- e. lobbying or attempting to influence federal, state, or local legislation;
- f. capital improvements, including but not limited to new construction, renovation, and installation or replacement of fixtures in the permanent facility of the organization;
- g. bad debts, contingencies, fines and penalties, interest, other financial costs and costs of litigation or tuition;
- h. plaques, awards, scholarships, gift cards, prize money or certificates;
- i. items for resale;
- j. projects which are restricted to private or exclusive participation;

- k. contributions and donations; and
- l. any other expenditure not authorized by Chapter 112 of the Florida Statutes or Brevard County Codes and Policies or any other law.

The Tourist Development Office reserves the right to cancel/withdraw funding to this program at any time without cause. Applicants submit applications at their own cost and risk, without expectation of or reliance on funding award. Applicants may have their requested amounts reduced based on Tourist Development Council recommendations, final BOCC approval, funding availability, or number and quality of requests submitted.

8.0 Application Submittal Procedures

The Tourist Development Council (TDC) Beach Improvement Committee will monitor the grant program, with annual approval by the Tourist Development Council. The Tourist Development Council will review and recommend the grant program policies, procedures and recommended grant awards to the County Commission. The County Commission will then make a final determination on the grant program policies, procedures and grant awards.

Applicants will complete an on-line application with supporting attachments (scope of work, project location, budget and schedule). The grant program application may only be submitted electronically. All supporting documentation may be uploaded within the application. All applications must be completed online, and submitted applications are final. The unique link for the on-line application will be provided to potential applicants for the opening day of April 21, 2023. The application must be submitted by the deadline of 9 am EST on May 22, 2023 to be considered for funding. Questions should be made via email and may be directed to Angela Essing at Angela.Essing@VisitSpaceCoast.com until the proposal deadline.

A non-mandatory virtual Information meeting to answer any questions you may have about the process or application will be held on *date, 2023 at time AM*.

Join Zoom Meeting, *hyperlink will be provided*.

9.0 Evaluation Criteria and Approval Process

On the close of the application window, TDO staff will receive and review all grant applications to ensure:

- a. Applications are submitted by the deadline,
- b. Applications are complete and contain all required information, and
- c. Applications are eligible activities and expenses.

TDO staff shall have the direction and authority to disqualify those who do not meet the minimum requirements prior to committee review. Tourism Development Office staff will forward complete applications for eligible grants to the Beach Improvement Committee of the Tourist Development Council. Each member of the 9-member TDC Beach Improvement Committee will review, rank and validate each proposal using the FY 2023-2024 Tourism Plus Tourism + Lagoon Grant Program Evaluation Form (see below) and assign a numeric score to the project. TDO staff will assemble the Scoresheets for each project. The highest and lowest scores will be discarded for each project to adjust for possible scoring outliers. TDO staff will rank each project in order based on the remaining 7 scores (assuming all 9-members score the project). **Requests must obtain 75% of the standard points to be considered** (Maximum 105 points, 78.75 equals a qualifying score of 75%).

The Beach Improvement Committee will hold a publicly noticed ranking and recommendation meeting. In which, TDO staff will distribute the scored applications. Applications will be presented in order of ranking and total eligible funding. The Committee Chair will open the floor for score validation approval and for discussion and funding recommendations. Upon completion of the recommendations, the Committee Chair will entertain any comments from committee members regarding the process or applications.

Recommendations are then referred to the Tourism Development Council. The Tourism Development Council will then make a recommendation to the Brevard County Board of County Commissioners for final consideration and funding.

Award funds are not available for use until a fully executed contract is in place.

10.0 Terms and Conditions of Grant Awards

1. An applicant may not submit more than 1 (one) application per project.
2. Grant funds are released on a reimbursement basis.
3. Should a grant need to be extended, the Director of the Tourism Development Office has the authority to extend the contract for an additional year. Applicants applying for an extension will not be able to submit other applications for the same or similar projects until the initial project is completed.

11.0 Reporting Requirements

Grant recipients will provide TDO with a mid-project and a final report to show how the grant funding was expended, and how the overall project has operated during the term of the grant.

The grant recipients report will be submitted using the online survey provided by the Tourist Development Office. Upon completion of the project, the grant recipient shall provide the

following: (1) A completed final status report, which certifies that the project was completed in accordance with the project application; (2) photograph(s) showing the installation of the tourism sign; (3) Photograph of the completed project clearly showing the project improvements in a jpg or tif format; (4) a final project report (1-2 pages) that shall at a minimum include the grant recipients name, project name, project location/address, final cost and grant amount, and a brief project summary that includes how the venue is or will be marketed to tourists.

Natural disasters and other incidents that may affect the impact generated by the grant will be considered on a case-by-case basis. If the project is cancelled for any reason, there shall be no grant payment made to the grantee regardless of any expenditure the grantee has made. Force Majeure may apply.

Failure to submit both a post-project report and proper reimbursement request(s) in accordance with these guidelines will disqualify the grantee/event organizer from receiving funding. Failure to comply with the reporting requirements will result in forfeiture of the funding award.

12.0 Grant Reimbursement Requests

The funds for these grants are strictly regulated by Florida State Statutes, Brevard County Code of Ordinances, and Brevard County policies/procedures. The aforementioned regulations relate to the use and disbursement of Tourist Development Tax (TDT) revenue funds.

Prior to preparing the reimbursement, ensure that the expenses/costs for which you are requesting reimbursement are consistent with your grant application and grant agreement. Also, note all Tourism Development Office Grants are reimbursement based. They ARE NOT direct vendor payments or pre-payments.

All documents and invoices provided will become subject to Public Records laws.

Please submit your TDO Grant Reimbursement Request Form as an Excel document and the reimbursement backup list in Adobe PDF format.

Submit grant reimbursement paperwork as soon as a project milestone, event or season is complete. Deadline for ALL grant reimbursement requests for FY 23-24 is close of business Friday, October 4, 2024. For grants utilizing the full 2 (two) year period, the deadline is close of business Friday, October 3, 2025.

Each Grant Reimbursement Submission Package must contain the following four (4) items (in this order):

1. The TDO Grant Reimbursement Request Form (a provided Excel document).

- a. Vendor invoices must be listed line by line.
 - b. Vendor name, vendor invoice #, description of grant related service and amount of reimbursement being requested must be included.
 - c. Invoice numbers on the form are not the 1, 2, 3... numbers shown on the right side of the form, they are the actual vendor invoice number.
2. Vendor Invoices and Receipts for Allowable Expenses.
- a. Invoices and receipts must have the line # (the 1, 2, 3... numbers shown on the right side of the form) on the top of each page of backup that corresponds with line # on the Grant Reimbursement Request Form.
 - b. This includes the invoice and/or receipt for any grant reimbursable product or service.
3. Financial Proof of Goods and Services purchased with grant funding in the form of cancelled checks (front and back copy), ACH direct payment receipts, credit card receipts and statements. ALL account numbers, bank routing numbers, social security numbers, authorizing signatures and other credit card transactions MUST be redacted (blacked out).
4. Backup proof of completed grant related goods and services which focus on promoting Brevard County tourism to include:
- a. Copies of any advertising whose purpose is to drive tourism to Brevard County
 - b. Photos of rental tents or equipment
 - c. Photos of equipment purchased in support of the grant
 - d. Screenshots of website and social media
 - e. Copies of printed material
 - f. Copies or photos of signs
 - g. If payroll is being requested for reimbursement, the line on reimbursement cover sheet requires an abbreviated personnel description that is grant related along with the pay period dates. Leave the invoice field blank for payroll items.
 - h. Missing receipts require a form memo
 - i. Copies of vendor reports or material lists
 - j. Any other allowable, reimbursable expense that was listed in the grant application budget and grant agreement.

Refer to the Section on “Eligible Use of Funds” for descriptions of allowable and unallowable expenses that can be reimbursed under this grant program. If needed, contact your TDO grant liaison for assistance in preparing your reimbursement request.

13.0 Credit and Logo

Applicants must agree to prominently recognize the Space Coast Office of Tourism as a project supporter in all marketing materials, advertising, website and other marketing related communications promoting the event/season both in and out of the local market. The Space Coast Office of Tourism logo must be included in all display advertising, printed collateral, email marketing, etc. where appropriate. The logo must be easily legible and should be displayed in a manner which does not distort or warp the original logo file. Logo usage standards will be provided to grantees/event organizers as well as high resolution and/or vector logo files to be included in event materials. Use the following language for all materials:

This event is supported by the Brevard County Board of County Commissioners and the Space Coast Office of Tourism.

If the final product of the project is a report, study, or other publication, the Space Coast Office of Tourism sponsorship of that publication shall be prominently indicated at the beginning of the publication. Additionally, the grant recipient gives the TDC a royalty-free, world-wide, nonexclusive, irrevocable, unlimited license to use and reproduce the report, study, or other publication created pursuant to the grant, without restrictions or limitations upon TDC's use or reproduction.

Logos available to download <https://bit.ly/SpaceCoastLogo> or by email request to marketing@visitspacecoast.com.

14.0 Terms and Conditions

Should the grant be awarded, the applicant agrees to be bound by the following terms and conditions:

Grantor means the Brevard County Board of County Commissioners acting through the TDO and Grantee means the applicant. The term Parties means both the Grantor and Grantee.

This grant is contingent upon the availability of applicable tourist development tax funds and subject to any limitations provided by Section 125.0104, Florida Statutes, and Section 102-119 of the Brevard County Code, as either may be amended from time to time. Should funds no longer be available, the GRANTOR shall provide written notice to the GRANTEE. This grant is not a lien, either legal or equitable, on any of the GRANTOR's non-tourist development related revenues.

GRANTEE agrees and understands that all funding authorized through this grant shall be used

only for eligible activities in accordance with State and Local law, and this grant.

I. Payment Procedures

For work performed by GRANTEE during the grant term, the GRANTEE must submit adequate documentation according to the payment procedures outlined in the grant on or before October 4, 2024 or October 3, 2025. If documentation is submitted after October 3, 2025, the Parties agree the GRANTOR has no obligation to reimburse those expenses and GRANTOR has no further obligation under the grant to GRANTEE.

If a question arises as to the sufficiency of the GRANTEE's documentation, the Parties agree that the Executive Director the TDO shall make the determination on whether or not the documentation is sufficient to support payment of the grant. Funds are only eligible for reimbursement as proposed in the GRANTEE's application or as modified through the grant award. The Parties agree the GRANTOR will reject submissions for reimbursement for items not proposed in the grant application. Funds may not be used to pay debt obligations. Reimbursement requests may be submitted no more frequently than once a month, using the Event Reimbursement Request Form that will be emailed to GRANTEE.

II. Legal Responsibilities and Waiver of Trial by Jury

The Parties agree that, in the case of a dispute, the Parties will first work to resolve the dispute informally. In case of legal action, each Party agrees to the following terms: To bear its own attorney's fees and costs; that venue is in a court of competent jurisdiction in Brevard County; **TO WAIVE ANY RIGHT TO A JURY TRIAL**; and that this grant is governed according to the laws of the State of Florida.

GRANTEE agrees to comply with all federal, state and local laws, and is responsible for any and all permits, fees, and licenses necessary to perform the event or activity. Nothing in this grant shall be construed as a waiver by GRANTOR of any requirements for local permits, fees, and licenses.

GRANTEE shall perform the services independently and nothing contained in this Agreement shall be construed to be inconsistent with this relationship or status. Nothing in this grant shall be interpreted or construed to make GRANTEE, or any of its agents, or employees to be the agent, employee or representative of the GRANTOR.

GRANTEE shall not engage the services of any person or persons now employed by Brevard County, on a private basis, to provide services relating to this grant without written consent from Brevard County. This does not prevent GRANTEE from using, reserving, or renting Brevard County facilities. The waiver by GRANTOR of any of GRANTEE's obligations or duties under this grant shall not constitute a waiver of any other obligation or duty of the other Party under this grant, nor shall a waiver of any such obligation or duty constitute a continuing

waiver of that obligation of duty.

This grant shall not obligate or make GRANTOR or GRANTEE liable to any Party other than the Parties. Oversight of any GRANTEE staff will be the responsibility of GRANTEE.

If any provision of this grant is held invalid, the remainder of this grant agreement shall not be affected if such remainder continues to conform to the terms and requirements of applicable law.

III. Indemnification and Hold Harmless

GRANTEE shall indemnify, defend, and hold harmless GRANTOR for the negligent acts and omissions of GRANTEE's own employees and agents in the performance of event or activity sponsored by this grant, to the extent permitted by law, and against any and all third-party claims, suits, proceedings, losses, liabilities, damages, fees and expenses (including reasonable attorney's fees and expenses) related to the event or activity. GRANTEE expressly agrees that GRANTOR has no liability to GRANTEE for GRANTEE's event or activity or GRANTEE's operation. GRANTOR's indemnity and liability obligations hereunder shall be subject to GRANTOR's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this grant is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of GRANTOR's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

IV. Amendment, Assignment of Agreement

Amendments to this grant may be initiated by either Party. Amendments shall be formally ratified and approved by written amendment to the grant by both Parties. GRANTEE shall not assign any portion of this grant without the written permission of GRANTOR. All conditions and assurances required by this grant are binding on the Parties and their authorized successors in interest.

V. Insurance

If you are awarded a grant you will be required to procure and maintain, at your own expense and without cost to the BOCC, a General Commercial Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability covering the project performed pursuant to the grant. Including errors and omissions coverage upon TDO request. Depending on the event sponsored, the TDO may require additional insurance. Award recipients shall provide the TDO with a Certificate of Insurance prior to contract execution. The insurance coverage enumerated above constitutes the

minimum requirements and shall in no way lessen or limit the liability of grantee under the terms of the Grant. The following items are required of each COI;

- Box labeled "Certificate Holder" – shall read "Brevard County, 150 Cocoa Isles Blvd, St. 401, Cocoa Beach, FL 32931"
- Box labeled "Description of Operations/locations/vehicles" – shall read "Brevard County is listed as an Additional insured"
- Provide Endorsements pages which provide that your entity is endorsed as an additional insured

It is the responsibility of the applicant to provide insurance documents to the TDO staff and to re-submit updated insurance prior to their expiration if this occurs during the grant period.

GRANTEE agrees to procure and maintain, at its own expense and without cost to GRANTOR, the following types of insurance. In the sole discretion of the TDO, the TDO may require additional amounts or types of insurance depending on the type of event or activity. Any additional requirements will be included in the notice of grant award. The policy limits required are to be considered minimum amounts:

a. General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability, and errors and omissions coverage.

b. Auto Liability Insurance policy which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence, as well as, Full Coverage Vehicle Insurance to include Liability (as above), Collision, Comprehensive, PIP and Uninsured Motorists.

c. Workers' Compensation and Employers Liability Insurance policy covering all employees of GRANTEE that work on this Grant, as required by law. Coverage shall be for all employees directly or indirectly engaged in work on this Grant, with limits of coverage as required by State law.

d. GRANTEE will provide certificates of insurance to GRANTOR demonstrating that the insurance requirements have been met prior to the commencement of work under this grant.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of GRANTEE under the terms of the grant.

VI. Termination

If either Party fails or refuses to perform any of the provisions required under the grant guidelines, application, or otherwise fails to timely satisfy the grant provisions, either Party may notify the other Party in writing of the nonperformance and terminate the grant or such part of the grant award as to which there has been a delay or a failure to properly perform. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon

termination, GRANTOR has no further obligation to GRANTEE.

VII. Right to Audit Records

In performance of this grant, GRANTEE shall keep books, records, and accounts of all activities related to this grant, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by GRANTEE in conjunction with and the performance of this grant shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by GRANTEE for a period of five (5) years after the end of the grant period, unless returned to GRANTOR sooner.

VIII. Scrutinized Companies

A. The GRANTEE certifies that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this grant at its sole option if the GRANTEE or its Subcontractors are found to have submitted a false certification; or if the GRANTEE, or its Subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this grant.

B. If this grant is for more than one million dollars, the GRANTEE further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

C. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this grant at its sole option if the GRANTEE, its affiliates, or its Subcontractors are found to have submitted a false certification; or if the GRANTEE, its affiliates, or its Subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the grant.

D. The GRANTEE agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this grant.

E. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

IX. Employment Eligibility Verification (E-Verify)

A. The GRANTEE shall comply with the applicable provisions of section 448.095, Florida Statutes. Upon request, GRANTEE shall provide acceptable evidence of their enrollment in the U.S. Department of Homeland Security's E-verify system. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. If applicable, a GRANTEE may alternatively provide an affidavit as to compliance with section 448.095(3)(b)(2), Florida Statutes.

B. A GRANTEE meeting the definition of a contractor in section 448.095, Florida Statutes shall require its subcontractors to provide the affidavit specified at section 448.095 (2)(b), Florida Statutes.

C. As applicable, GRANTEE agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including, if applicable, participation by its subcontractors as required by section 448.095(2)(b), Florida Statutes, and to make such records available to the GRANTOR consistent with the terms of GRANTEE's enrollment in the program.

D. Compliance with the terms of this section is made an express condition of this Grant and the GRANTOR may treat a failure as grounds for immediate termination of this Grant.

E. A GRANTEE who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the GRANTEE hires or employs a person who is not eligible for employment.

F. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

G. GRANTOR will not intentionally award a publicly-funded Grant to any GRANTEE who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA)). GRANTOR shall consider a GRANTEE's intentional employment of unauthorized aliens as grounds for immediate termination of this Grant.

X. Public Records Disclosures

GRANTEE agrees that Florida has broad public disclosure laws, and that any written communications with GRANTEE, to include emails, email addresses, a copy of this grant, and any supporting documentation related to this grant are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. In this case, the portion of the GRANTEE's records relating to the acceptance and use of the GRANTOR grant are public records that may be subject to production upon request. The GRANTEE agrees to

keep and maintain these public records until completion of the event or activity. Upon completion, GRANTEE may continue to retain the public records for five years, or transfer, at no cost, to the GRANTOR, any public records in its possession in an electronic format readable by GRANTOR.

Upon a request for public records related to this grant, GRANTEE will forward any such request to the GRANTOR. GRANTOR will respond to any public records request. Upon request, as to records in the GRANTEE possession, GRANTEE will provide access or electronic copies of any pertinent public records related to this grant to GRANTOR within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

GRANTEE agrees that GRANTOR will consider all documentation the GRANTOR submits to Brevard County to support payment of this grant to be subject to public records disclosure.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF TOURISM, C/O ADMINISTRATIVE SECRETARY, 150 Cocoa Isles Blvd. Cocoa Beach, FL 32931, PHONE (321) 433-4470.

XI. Notices

Any notices required or permitted by this grant shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses:

GRANTOR:
Brevard County Office of Tourism
c/o Executive Director
150 Cocoa Isles Blvd., Suite 401
Cocoa Beach, Florida 32931
Phone: (321) 433-4470

GRANTEE:
Contact information listed on GRANTEE's application.

XII. Effective Date

The grant shall be effective on the last day the Parties execute the grant award (the "Effective Date"). The Parties agree that all work performed by GRANTEE prior to the effective date but during the term of the grant is subject to the provisions of this Agreement.

XIII. Entirety, Construction of Agreement, and Counterparts

The grant guidelines, application, Clerk to the Brevard County Board of County Commissioners memorandum ("Clerk's Memo"), any included exhibits or required documentation and the grant award represents the entire understanding between the Parties in its entirety and no other agreements, either oral or written, exist between GRANTOR and GRANTEE. The application, grant guidelines, grant award are attached and incorporated into the grant by this reference. The Parties acknowledge that they fully reviewed all requirements and had the opportunity to consult with legal counsel of their choice, and that this grant shall not be construed against any Party as if they were the drafter of this grant. This grant may be executed in counterparts all of which, taken together, shall constitute one and the same. GRANTEE warrants that it is possessed with all requisite lawful authority to apply for and accept this grant

XIV. Foreign Disclosures.

GRANTEE will complete GRANTOR's foreign disclosure form and make any required disclosures to the State of Florida.

15.0 Grant Award

Upon approval by the Brevard County Board of County Commissioners, the GRANTOR will issue a Notice of Award to the Grantee listing the grant award amount and any additional conditions or restrictions that may differ from the grant guidelines, grant application, Clerk's Memo, and other accompanying documents. Should there be any conflict, the Notice of Award shall control to the extent of said conflict.

Exhibit (A) Grant Scoring Sheet

Tourism Development Council	
FY 2023-2024 Tourism Plus Lagoon Grant Program – Evaluation Form	
<i>Requests must achieve a minimum of 75% of standard points (78.75) to be considered for funding, excluding bonus points. (Maximum 105 points, 78.75 equals a qualifying score of 75%)</i>	
REVIEWER (SIGNATURE):	
REVIEWER (PRINT):	

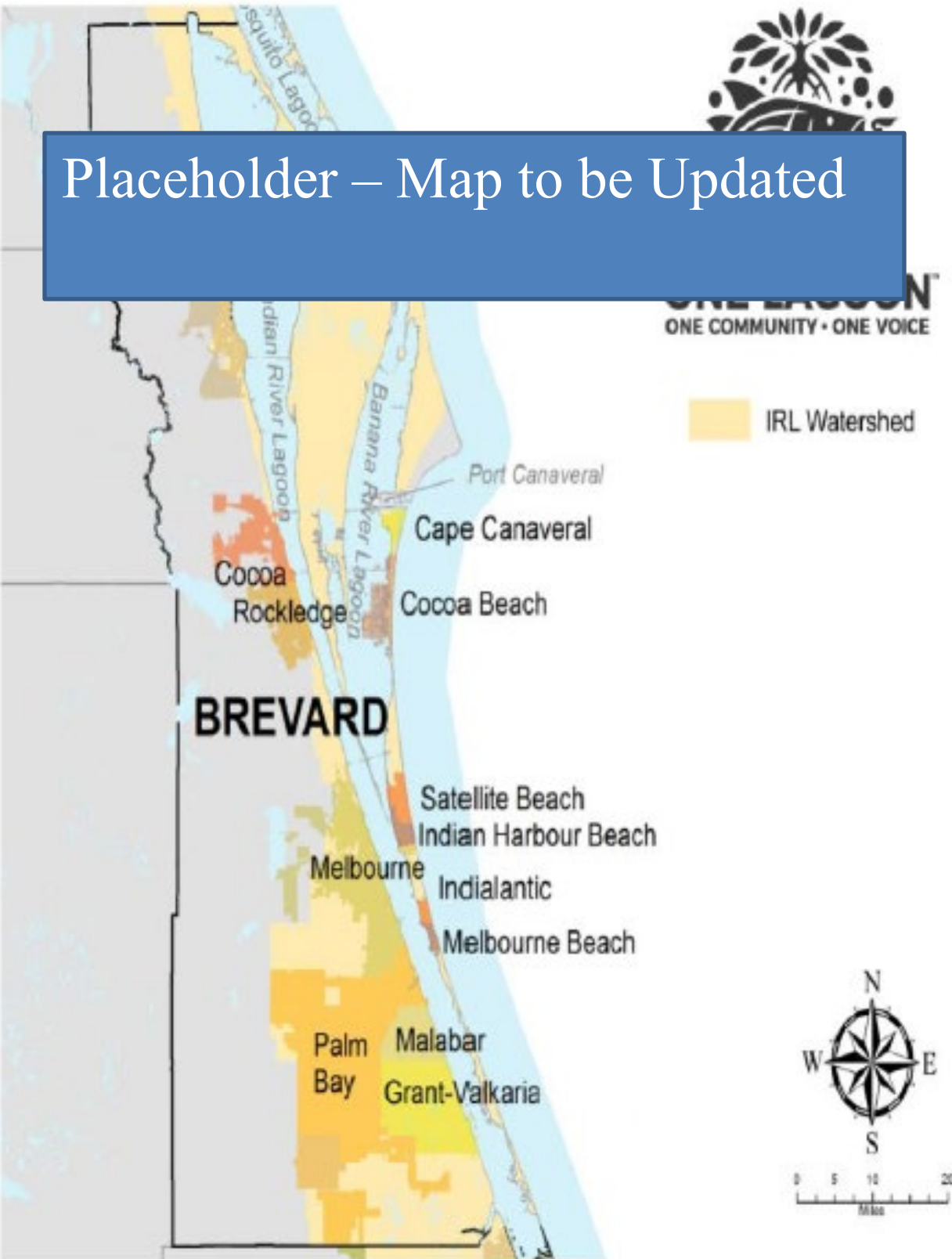
Section 1 – Applicant Information (TDO staff will complete this section)		
<i>Project Title:</i>		
<i>Project Number:</i>		
<i>Project Applicant:</i>		
<i>Total Project Cost:</i>		
<i>Requested Funding from TDC:</i>		
<i>Applicant Match Amount:</i>		
Evaluation Criteria	Points Available	Points Earned
Section 2 - Project Specifics		
A. Need and Urgency		
Proposal clearly demonstrates the need to implement the project, articulates the project location, why the location was chosen and why the location will achieve success. Is the project location shown on the IRL Watershed Map? Is the project boundary map included?	15	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented/poor location: 1 - 3 points		
Adequate: 4 - 6 points		
Good: 7- 9 points		
Very Good: 10 – 12 points		
Excellent: 13 - 15 points		
B.1. Project Alignment with Tourist Development Council Tourism Mission		
Project specifically demonstrates a positive impact on Brevard County tourism. Proposal clearly cites the methodology used to quantify the project’s benefit to tourism.	15	
Reviewer: Use the following scoring rubric as a guide		

Poorly presented: 1 - 3 points		
Adequate: 4 - 6 points		
Good: 7 - 9 points		
Very Good: 10 – 12 points		
Excellent: 13 - 15 points		
B.2. Project Alignment with Indian River Lagoon Mission		
Project specifically demonstrates a positive benefit to the health of the Indian River Lagoon. Proposal clearly cites the methodology used to quantify the project's benefit to the health of the Indian River Lagoon.	15	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 1 - 3 points		
Adequate: 4 - 6 points		
Good: 7 - 9 points		
Very Good: 10 – 12 points		
Excellent: 13 - 15 points		
C.1. Project Deliverables and Outcomes – Tourism in Brevard County		
Deliverables & outcomes that benefit tourism in Brevard County are clearly stated & achievable. What will be provided at completion of the project? What is being done, how, and by whom?	15	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 1 - 3 points		
Adequate: 4 - 6 points		
Good: 7 - 9 points		
Very Good: 10 – 12 points		
Excellent: 13 - 15 points		
C.2. Project Deliverables and Outcomes – Indian River Lagoon		

Deliverable & outcomes that benefit the Indian River Lagoon are clearly stated & achievable. What will be provided at completion of the project? What is being done, how, and by whom?	15	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 1 - 3 points		
Adequate: 4 - 6 points		
Good: 7 - 9 points		
Very Good: 10 – 12 points		
Excellent: 13 - 15 points		
D. Project Readiness		
Did the applicant clearly address all of the following components: <ul style="list-style-type: none"> • Status of required regulatory permits/approvals • Readiness to seek contract bids and start work • Project start and completion dates, critical project milestones and deliverable dates are identified • Ability to complete within grant period • Project timeline showing the start and completion dates of the project, tasks and milestones • Detailed project budget 	15	
Reviewer: Use the following scoring rubric as a guide		
Poorly presented: 1 - 3 points		
Adequate: 4 - 6 points		
Good: 7 - 9 points		
Very Good: 10 – 12 points		
Excellent: 13 - 15 points		
Section 3 – Applicant Capacity Performance		

Applicant clearly demonstrates expertise, experience and capacity to implement a successful project. Evaluate the qualifications of the project team who will undertake the proposed project. Have examples of similar successful projects been articulated? If there is a match, are letters of commitment for each of the funding partners included? Is the applicant capable of deliverables and reporting requirements?			15	
Reviewer: Use the following scoring rubric as a guide				
Poorly presented: 1-3 points				
Adequate: 4 - 6 points				
Good: 7-9 points				
Very Good: 10 – 12 points				
Excellent: 13 - 15 points				
TOTAL PROPOSAL SCORE (Maximum 105 points, 78.75 equals a qualifying score of 75%)			105	
Section 4 - Project Funding				
Leveraging with Matching Funds – <i>Bonus Points</i>				
Grant Amount	Match	Points		20
< \$50,000	.25:1	5		
< \$50,000	.50:1	10		
> \$50,000	1:1	15		
> \$50,000	1.5:1	20		
GRAND TOTAL			125	

Exhibit (B) Tourist Development Office Indian River Lagoon Watershed Map



Tourism + Lagoon Grant Program Application

2023-2024

Section #1 – Applicant Information

(1) What is the Project Title? *

(2) Contact Information*

Organization Name: _____

First Name: _____

Last Name: _____

Job Title: _____

Street Address: _____

Apt/Suite/Office: _____

City: _____

State: _____

Zip: _____

Email Address: _____

Phone Number: _____

Mobile Phone: _____

Website URL: _____

(3) Which best describes your organization. *

() Government

() Non-Profit

() Academic Institution

() Other - Please specify: _____

(4) Do you have Partners for the project that are contributing funds, in-kind donations or labors? *

() Yes () No

(5) List Partner Organizations, their roles with the project and match amount. If you have more than (3) Partners please email Angela at Angela.Essing@VisitSpaceCoast.com.

Partner Organization Name

(A): _____

Partner Role (A): _____

Match Amount (A): _____

Partner Organization Name

(B): _____

Partner Role (B): _____

Match Amount (B): _____

Partner Organization Name

(C): _____

Partner Role (C): _____

Match Amount (C): _____

Section #2 - Project Specifics: (A.) Need and Urgency

(6) **Describe your project.** What Indian River Lagoon (IRL) problem will the project address? Clearly articulate the need for the project. *

(7) Where is the project location? Please identify the project location, articulate why the location was chosen and why this location will achieve success. *

(8) Does the project enhance an important ongoing Tourism + Lagoon Grant Project (not routine maintenance)? *

() Yes () No

Section #2 - Project Specifics: (B.) Project Alignment with Tourism + Lagoon Grant Program mission

(9) Demonstrate how the project will have a positive impact on Brevard County tourism and cite the methodology used to quantify the success of the project. *

10) Demonstrate how the project will benefit the health of the Indian River Lagoon and cite the methodology used to quantify the success of the project. *

Section #2 - Project Specifics: (C.) Project Deliverables and Outcomes (Please provide examples)

(11) Clearly describe the project deliverables - what will be provided at the completion of the project?*

(12) Describe what is being done, how, and by whom. *

Section #2 - Project Specifics: (D.) Project Readiness

(13) Will your project be 'shovel ready' by October 1, 2023? *

() Yes () No

14) Is the design complete?

() Yes () No

(15) List the required permits and provide the status and/or estimated approval of the permits. You will be required to upload copies of permits (if they are available) and/or approval letters at the end of the application. If the project must go to bid, state when the bid documents will be complete. *

Section #3 - Applicant Capacity and Performance

(16) Clearly outline who the project team will be and their capability/expertise in implementing the successful completion of the project. NOTE: Letters of commitment from all funding partners must be submitted for Attachment #5. *

(17) Please provide examples of similar successful completed projects. *

(18) Indicate your capacity to complete the project and meet grant reporting requirements. *

Section #4 - Project Funding; Summary (A.) Leveraging with Matching Funds

(19) If project request is less than \$50,000, no match is required and there are no bonus points. There is a 5-point bonus for project requests less than \$50,000 if there is a match of more than 25%. There is a 10-point bonus for project requests less than \$50,000 if there is a match of more than 50%. If the project is over \$50,000 there must be a match. There is a 15-point bonus for project requests over \$50,000 if the match is 1:1. There is a 20-point bonus if the match is over 1.5:1. *

Provide Total Project Cost, Total Grant Request, and Total Match

(20) Attestation

(21) SPECIAL MESSAGE:

You have now completed all of the application questions. The next slide is the space for you to upload the required (6) attachments to complete the application package.

Please label each attachment with the correct attachment number.

If you are not able to upload the required (6) attachments you must upload (6) documents (as placeholders) to complete the application and there must be an explanation in the space below.

It is mandatory that all applications are completed online and the required (6) attachments are submitted by uploading with the application or delivered to the Tourist Development Office by 9am on **Monday, May 22, 2023**. No late arrivals will be accepted.

The below text box may also be used to communicate anything that you need to tell us about your application. To be clear, you do need to enter some text as a placeholder to move on.

Required Attachments:

Each attachment should be labeled with the following numbers.

1. Attachment (1) – Tourism Development Office Indian River Lagoon Watershed Map with Project Location Identified
2. Attachment (2) - Project Boundary Map
3. Attachment (3) - Project Timeline with Milestones and Deadlines
4. Attachment (4) - Detailed Budget Table

5. Attachment (5) - Letter(s) of Commitment from Funding Partner(s) if you have a match
6. Attachment (6) - Copies of Permits (if available) and/or Letter(s) of Approval to demonstrate 'shovel ready' status. *

DRAFT