



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, May 9, 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 Pritchett, Chair, District 1**

**D. MINUTES FOR APPROVAL: February 21, 2023 Regular Meeting**

**E. RESOLUTIONS, AWARDS AND PRESENTATIONS**

**E.1.** Resolution Recognizing May 2023 as Older Americans Month

**E.2.** Resolution Acknowledging the Week of May 7-May 13, 2023 as Corrections Officers Appreciation Week

**E.3.** Resolution acknowledging Emergency Medical Services (EMS) Week

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

**Development and Environmental Services Group**

**Natural Resources Management**

**F.1.** Approval of the recently awarded Stan Mayfield Working Waterfront Grant for the acquisition and expansion of the Blue Crab Cove Working Waterfront site

**Planning and Development**

- F.2.** Approval RE: Disbursement of Educational Facilities Impact Fees (Districts 1-5)
- F.3.** Approval RE: Transportation Impact Fee Technical Advisory Committee for the North Mainland Benefit District Project Funding Recommendation (Districts 1 and 2).
- F.4.** Final Plat and Contract Approval, Re: North Island Villas  
Developer: North Island Villas (FL) Owner IV, LLC District 2

**Public Works Department**

- F.5.** Approval, Re: Dedication of Utility Easement from Brevard Constructors, Inc. for the Folsom Center Project - District 1
- F.6.** Approval, Re: Quit-Claim Deed in favor of Aridian Publishing Corporation for Purposes of Releasing Subsurface Oil, Gas, and Mineral Rights Pursuant to 270.11(2) (b) and (3), Florida Statute - District 5.
- F.7.** Approval Re: Local Agency Program Agreement and Resolution with the State of Florida Department of Transportation for the Brevard County Intelligent Transportation System Operational Support - Countywide
- F.8.** Approval Re: Permission to Apply to the INFRA Grants Program for Ellis Road Widening - District 5

**Community Services Group**

**Housing and Human Services**

- F.9.** Approval, Re: Competitive Solicitations for Community Development Block Grant - Coronavirus (CDBG-CV) funds

**Parks and Recreation Department**

- F.10.** Approval, Re: License Agreement for access across Environmentally Endangered Lands (EEL) Program managed lands at Grant Flatwoods Sanctuary - District 3

**Support Services Group**

**Budget**

- F.11.** Authorization, RE: Municipal Review of Local Option Gas Tax (LOGT) Percentages Allocations
- F.12.** FY 2021-2022 Merritt Island Public Library Tax District Board Annual Financial Report

**Central Services**



- F.13.** Approval Re: Approval to Apply for a United States Department of Transportation Charging and Fueling Infrastructure Grant for Electric Vehicle Charging Stations

**Administrative Services Group**

County Attorney

- F.14.** Item moved to New Business

County Manager

- F.15.** Confirmation of Phillip “Adam” Hied as Airport Manager
- F.16.** Appointment(s) / Reappointment(s)
- F.17.** Central Florida Crimeline Serving Brevard County
- F.18.** Economic Development Commission of Florida’s Space Coast, Inc. (hereafter referred to as the “EDC”) Annual Audit Report and Bi-Annual Report

Miscellaneous

- F.19.** Bill Folder
- F.20.** Approval, Re: Fifty-three Month Copier Lease
- F.21.** Precinct Boundaries - Altered and Added (Chapter 101.001(1) F.S.)
- F.22.** Letter of Recognition to the City of Cape Canaveral for their 60-Year Anniversary

**G. PUBLIC COMMENTS**

**H. PUBLIC HEARINGS**

- H.1.** Public Hearing, Re: Ordinance Amending Chapter 2, Article VI, Division 2, Section 2-173, “Enforcement Procedure.”
- H.2.** Approval of Third Quarter Supplemental Budget for Fiscal Year 2022-2023

**I. UNFINISHED BUSINESS**

**J. NEW BUSINESS**

**Development and Environmental Services Group**

- J.1.** Approval, Re: Contract for Sale and Purchase and Addendum 1 from Robin Bland for the North Merritt Island Fire Station 40 - District 2.

**Community Services Group**

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- J.2.** Approval, Re: Funding recommendations for listed FY 2023-24 Cycle 1 Sports Grant Applications and Approval, Re: Move \$12,000 for NKF Rich Salick Surf Festival from FY 2022-23 to FY 2023-24.
- J.3.** Approval. Re: FY 2023-24 Sports Event Grant Guidelines, Application and Committee Score Sheet for Cycle 2 (April - September, 2024).

### **Miscellaneous**

- J.4.** Resolution Demanding Attorneys Ray Taseff and Jessica Travis Pay Forward their Settlement Fees to the Actual Victims of their Clients

### **Add Ons**

- J.5.** Legislative Intent and Permission to Advertise an Ordinance Amending Chapter 62, Article XVII, "Workforce Housing Incentives," Brevard County Code of Ordinances
- J.6.** Amendments to BCC-97, Board Meeting Rules and Procedures, to Provide for the Recording and Broadcast of Board of County Commissioners Meetings and for Public Comment to Follow Board Reports

### **K. BOARD REPORTS**

- K.1. Frank Abbate, County Manager
- K.2. Morris Richardson, County Attorney
- K.3. Tom Goodson, Commissioner District 2, Vice-Chair
- 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

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E.1.

5/9/2023

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### **Subject:**

Resolution Recognizing May 2023 as Older Americans Month

### **Fiscal Impact:**

None

### **Dept/Office:**

District 3 Commission Office

### **Requested Action:**

It is requested that the Board approve the attached resolution recognizing May 2023 as Older Americans month.

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

See attached resolution recognizing May 2023 as Older Americans month.

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

Please frame

Resolution 23 - \_\_\_\_\_

**A RESOLUTION ON BEHALF OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
RECOGNIZING THE MONTH OF MAY 2023 AS OLDER AMERICANS MONTH**

**WHEREAS**, it is the desire of the Brevard County Board of County Commissioners and the Brevard Commission on Aging to celebrate the enormous contributions of our older citizens in the strengthening and prosperity of Brevard County; and

**WHEREAS**, Brevard County represents the 25<sup>th</sup> largest elder population in Florida, and approximately 27% of Brevard County's total population is 65 years of age or older; and

**WHEREAS**, older citizens are a diverse and treasured link to our heritage, and join with citizens across the United States in the promotion of the National Administration on Aging's theme of "**Aging Unbound**"; and

**WHEREAS**, in keeping with this national theme, we recognize local Veteran and former businessman **Jerry P. Phillips**, for his example of the positive aspects of growing older in Brevard County, and by his example remains engaged and successful in his community; and,

**WHEREAS**, we applaud his work to combat ageism and engage with his fellow citizens throughout his county, cities, non-profit organizations, and the STEM & Elderly Compassionate Care Programs; as we know that connecting with others plays a vital role in the health and well-being of our community and our senior population.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, does hereby proclaim May 2023 as

**OLDER AMERICANS MONTH**

**DONE, ORDERED AND ADOPTED**, in regular session this 9<sup>th</sup> day of May, A.D., 2023.  
ATTEST:

\_\_\_\_\_  
Rachel 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

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E.2.

5/9/2023

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### **Subject:**

Resolution Acknowledging the Week of May 7-May 13, 2023 as Corrections Officers Appreciation Week

### **Fiscal Impact:**

None

### **Dept/Office:**

District 3 Commission Office

### **Requested Action:**

It is requested that the Board approve the attached resolution recognizing the Week of May 7-May 13, 2023 as Corrections Officers Appreciation Week.

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

See attached resolution recognizing the Week of May 7-May 13, 2023 as Corrections Officers Appreciation Week.

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

Please frame

**Resolution No: 23-**

**WHEREAS**, the citizens of Brevard County are privileged to have a group of brave men and women who are trained professionals who serve on a daily basis, unarmed, in the Brevard County Jail; and

**WHEREAS**, these men and women are certified through the Florida Department of Law Enforcement upon completion of a Corrections Officers State Exam; and

**WHEREAS**, the Brevard County Jail houses inmates, both sentenced and pre-trial, on charges ranging from misdemeanors to capital felonies; and the daily management of inmates requires special training, sound judgment and courage; and

**WHEREAS**, working as a Corrections Deputy is one of the most dangerous and challenging professions in the world today; and

**WHEREAS**, these Corrections Deputies and Corrections Supervisors provide essential services and exemplify the highest of professional standards by their commitment to the citizens of Brevard County and to the Brevard County Sheriff's Office,

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, does hereby unanimously proclaim the week of May 7 through May 13, 2023 as

***CORRECTIONS OFFICERS APPRECIATION WEEK***

And encourages all citizens to recognize the demanding and unselfish commitments made by Brevard's Corrections Deputies.

**DONE, ORDERED AND ADOPTED**, in regular session, this 9th day of May, A.D., 2023



# Agenda Report

2725 Judge Fran Jamieson  
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## Resolution/Award/Presentation

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E.3.

5/9/2023

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### **Subject:**

Resolution acknowledging Emergency Medical Services (EMS) Week

### **Fiscal Impact:**

None

### **Dept/Office:**

District 4 Commissioner

### **Requested Action:**

Board support and adopt the Resolution proclaiming May 21, 2023 through May 27, 2023, as Emergency Medical Services (EMS) Week. This year's National theme for Emergency Medical Services Week is "EMS: Where Emergency Care Begins".

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

Recognize and express gratitude for their service.

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

Please provide one framed Resolution.



## Resolution

**WHEREAS**, emergency medical professionals and volunteers provide medical care to victims of sudden, life-threatening injuries and illnesses, often under stressful conditions and in high risk situations, to save lives; and

**WHEREAS**, the 2023 National Emergency Medical Service Week theme "**EMS: Where Emergency Care Begins**" reminds us that Brevard County's residents and guests benefit daily from the knowledge, skill, and judgment of paramedics, emergency medical technicians, firefighters, dispatchers, educators, administrators, emergency physicians, emergency nurses, and others who encompass the emergency medical services system; and

**WHEREAS**, emergency medical personnel must rapidly assess, manage, and effectively provide care in unpredictable situations requiring life and death judgments; and

**WHEREAS**, Brevard County's EMS teams unselfishly serve on the front line of health care when responding to man-made and natural disasters, at the local, state, and national levels; and

**WHEREAS**, a recognition is due for the Emergency Medical Services system for its accomplishments and contributions to improve public welfare through health care, medical transportation, injury prevention, education, disaster response, homeland security and other initiatives that reduce health care costs and save lives.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, does hereby unanimously proclaim the week of May 21, 2023 through May 27, 2023 as

### **EMERGENCY MEDICAL SERVICES WEEK**

**DONE, ORDERED AND ADOPTED**, in regular session, this 9<sup>th</sup> day of May, 2023.

ATTEST:

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Rachel M. Sadoff, CLERK

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Rita Pritchett, Chair  
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

(As approved by the Board on May 9, 2023)



# Agenda Report

2725 Judge Fran Jamieson  
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## Consent

F.1.

5/9/2023

### Subject:

Approval of the recently awarded Stan Mayfield Working Waterfront Grant for the acquisition and expansion of the Blue Crab Cove Working Waterfront site

### Fiscal Impact:

FY 22-23: \$1.402 Million in Land Acquisition Grant Revenue, No Match Required

### Dept/Office:

Natural Resources Management Department

### Requested Action:

Staff requests the Board approve the Stan Mayfield Working Waterfront Grant for the acquisition and expansion of Blue Crab Cove Working Waterfront site and authorize the Chair to execute the attached Florida Communities Trust (FCT) Grant Contract and accept the FCT statutorily imposed confidentiality provisions for the recently awarded FCT Stan Mayfield Working Waterfront Grant.

### Summary Explanation and Background:

The Blue Crab Cove working waterfront project site is the last remaining riverfront commercial fishery operation in Brevard County. Located on the Indian River, this historic waterfront site is the last remnant of what was a thriving riverfront commercial fishing industry. Historically, this area has been used for a variety of waterfront industries, including marina facilities with boat haul-out and repair, commercial fishing access and equipment maintenance with net making and repair, a historical barge entry point used for commercial and industrial access across the waterway and an active bait house and wholesale/retail crab and seafood operation.

Subject to appraisals and satisfactory negotiation, this grant will preserve and expand the last remaining commercial working fisheries waterfront in Brevard County. Funding for this acquisition is through the State's Florida Communities Trust Program and is expected to cover 100% of the acquisition cost. If a purchase agreement is successfully negotiated, the appraisals and the contract will return to the Board for ratification. This grant application and funding is endorsed by Senator Debbie Mayfield and was approved by the Governor's Cabinet on March 13, 2023.

Blue Crab Cove Phase II serves as an expansion of the Phase I Working Waterfront property acquired by Brevard County in July 2010. This unique opportunity will not only expand the use of the property for commercial fisheries, it will create an on-site Maritime Education Center/Maritime Museum and an Aquaculture/Nursery support facility. To manage the Marine Education Center and lead the aquaculture/nursery operations, Brevard County will partner with the East Coast Zoological Society d/b/a Brevard Zoo (Zoo).

By providing a 25+ year lease to the Zoo to house its Restore our Shores (ROS) conservation program within the Marine Education Center, Brevard County will leverage significant investment by the Zoo in site improvements and operations and in Indian River Lagoon restoration. Once site acquisition is secured, a lease agreement will be brought to the Board for approval. The lease will commit the Zoo to providing the building upgrades for the Marine Education Center.

ROS is committed to Indian River Lagoon preservation and restoration using native oysters, clams, sea grass, marsh grasses and mangroves. With more than 12 years of successful restoration and more than 70,000 community volunteers the ROS program is a staple in the community. ROS is a regional partner for sea grass cultivation and restoration, which is key to the survival of commercial fish and shellfish in the lagoon.

The Working Waterfront site will continue to be supported financially through income generated by the commercial leases at the Phase I site and through recently installed marine fuel sales along the site's waterfront. The Natural Resources Management Department staff will continue to manage the Working Waterfront as they have since the Phase I site acquisition in 2010.

As part of the approval process for the grant contract, FCT has provided the County with an overview of their acquisition process and their statutory obligations. FCT is required by Section 380.507(11), F.S. to use specific appraisal and confidentiality provisions. Any person who reviews the appraisals while the confidentiality provisions are in force will be required to sign the attached confidentiality agreement (Attachment A). The County's Land Acquisition Review Committee members will be required to sign the confidentiality agreement. Consequently, all appraisals, offers and counteroffers will not be available for public disclosure or inspection until:

1. An option contract is executed; or
2. If there is no option contract, thirty (30) days before a contract or agreement for purchase is considered for approval by the Board of County Commissioners; or
3. Thirty (30) days after termination of negotiations.

Staff requests that the Board, subject to the provision therein and identified above, authorize the Chair to execute the contract and agree to the provisions of the confidentiality agreement. If a purchase agreement is successfully negotiated, the appraisals and the contract will return to the Board for ratification.

The FCT Grant Contract has been reviewed and approved by the Brevard County Attorney's Office, Purchasing Services and Risk Management.

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

One fully executed original of the included grant agreement is required. The confidentiality agreement will be executed at a later date. Please email [matt.culver@brevardfl.gov](mailto:matt.culver@brevardfl.gov) for pickup.

# THE FLORIDA SENATE

Tallahassee, Florida 32399-1100



**COMMITTEES:**  
Appropriations  
Appropriations Subcommittee on Agriculture,  
Environment, and General Government  
Appropriations Subcommittee on Transportation,  
Tourism, and Economic Development  
Governmental Oversight and Accountability  
Judiciary  
Rules

**JOINT COMMITTEE:**  
Joint Legislative Budget Commission

SENATOR DEBBIE MAYFIELD  
*Majority Leader*  
17th District

August 25, 2022

Florida Communities Trust  
Division of State Lands  
Florida Department of Environmental Protection  
3900 Commonwealth Boulevard, MS 103  
Tallahassee, FL 32399-3000

Dear Ms. Reeves,

I am writing in support of the Brevard County Blue Crab Cove Phase II project. Brevard County (BC) is seeking \$1.25M from the Florida Communities Trust (FCT) Stan Mayfield Working Waterfronts Florida Forever Grant program for Phase II. Twelve years ago, the BC Board of County Commissioners unanimously approved the grant contract for acquisition of the original Blue Crab Cove Phase I.

The creation of the Stan Mayfield Working Waterfronts Florida Forever grant program by the 2008 Florida Legislature acknowledged the importance of the traditional seafood harvesting and aquaculture industries in Florida. The program receives 2.5% of the total Florida Forever appropriation. This particular grant request from Brevard County will effectively support the expansion of the Blue Crab Cove Phase II project.

The economic benefits of this industry to Brevard County are proven. Small water dependent business and aquaculture development create and retain local jobs while generating nearly 86 million pounds of harvested seafood, and over \$170 million in dockside revenue. Notably, Brevard County produces more than 25% of all blue crabs on Florida's East Coast.

Another important element of the grant project is the developmental partnership Brevard County has established with the Brevard Zoo, which will serve as tenant for management of the Blue Crab Cove Phase II. More than 400,000 people visit the Brevard Zoo annually, and its economic impact exceeds \$59.5 million, ensuring an effective collaborative partnership.

Across Florida, the accelerated acquisition and conversion of working waterfront properties to private, restricted-access or non-water-dependent use facilities has been eroding the natural and economic heritage of Florida's aquatic resources. On the Indian River Lagoon, working waterfronts are a critical

**REPLY TO:**

- ☐ 900 East Strawbridge Avenue, Melbourne, Florida 32901 (321) 409-2025 FAX: (888) 263-3815
- ☐ 330 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5017

Senate's Website: [www.flsenate.gov](http://www.flsenate.gov)

**WILTON SIMPSON**  
President of the Senate

**AARON BEAN**  
President Pro Tempore



link connecting people with the area's fish, wildlife, and other natural resources for commercial and recreational activities.

Thank you for providing me the opportunity to lend my support to this important project. It would be my pleasure to answer any further questions you may have, anytime.

Sincerely,

A handwritten signature in blue ink that reads "Debbie Mayfield". The signature is fluid and cursive, with the first name "Debbie" and last name "Mayfield" clearly distinguishable.

Debbie Mayfield  
Senator Majority Leader  
Florida Senate District 17





"Wildlife Conservation through Education and Participation"

August 24, 2022

Florida Communities Trust  
Division of State Lands  
Attn: Linda Reeves  
Florida Department of Environmental Protection  
3900 Commonwealth Blvd, MS 103  
Tallahassee, FL 32399-3000

Re: Blue Crab Cove Phase II  
500 West Merritt Island Causeway,  
Merritt Island, FL

Dear Ms. Reeves:

Brevard Zoo's mission is "We Share Our Joy of Nature to Help Wildlife and People Thrive." To do this important work, we focus on local conservation efforts to restore wildlife populations and habitats. Nothing is more valued to Brevard and its residents than the Indian River Lagoon (IRL) as both an economic engine and source of recreation. We are working with the community to preserve, protect and repair this biologically diverse estuary to serve both purposes

Brevard Zoo's *Restore Our Shores* program focuses on restoration and enhancement of oysters, clams, seagrass, mangroves, marsh grasses and other ecosystem services in the IRL. The program has engaged over 65,000 volunteers in lagoon restoration.

To date, with the assistance from many partners, the program has installed over 42,000 square feet of oyster reef, planted 100 clam beds, installed over 2,000 linear feet of native shoreline plants, and launched a seagrass restoration program to begin growing seagrass for IRL restoration projects in Brevard County and a significantly larger footprint in surrounding counties. With this program expansion, we have outgrown the physical home we have at Brevard Zoo and are looking for space to expand.

Although we anticipate having a continued presence at Brevard Zoo as well as the future aquarium at Port Canaveral, the *Restore Our Shores* team needs a devoted field site for this important work. Under a coordinated site management agreement, the



8225 N. Wickham Rd. Melbourne, FL 32940-7924  
(321) 254-WILD(9453) • Fax (321) 259-5966  
<http://www.brevardzoo.org>





"Wildlife Conservation through Education and Participation"

proposed Brevard County Blue Crab Cove Phase 2 project site would support our team with a location providing direct access to the fisherman and waterman that depend on the health of the Indian River Lagoon. The Phase 2 site's Maritime Education Center/Maritime Museum would provide the Restore Our Shores staff a home-base and a site for our many volunteers, our public education efforts, workshops, and outreach to both commercial waterman and the community in general. The proposed Aquaculture Support Facility would be used to manage restoration efforts and materials (metal gabions, oyster shell bags, oyster shell, mangroves, marsh grasses, and a seagrass nursery) along with any other provisions necessary for lagoon restoration and enhancement of the local fisheries.

We would like to introduce ourselves as valuable conservation partners representing the East Coast Zoological Society dba Brevard Zoo. We look forward to working together as partners with the County to proceed with the application and site planning for the Stan Mayfield Working Waterfront Grant and continue this important work, creating a *Restore our Shores* working waterfront and aquaculture headquarters at this Merritt Island location.

Sincerely,

Keith Winsten  
Executive Director



8225 N. Wickham Rd. Melbourne, FL 32940-7924  
(321) 254-WILD(9453) • Fax (321) 259-5966  
<http://www.brevardzoo.org>

ASSOCIATION  
OF ZOOS &  
AQUARIUMS







August 26, 2022

Mr. Matt Culver,  
Boating & Waterways Program Coordinator,  
Brevard County Natural Resources Management Department 2725  
Judge Fran Jamieson Way  
Building A, Room 219 Viera, FL 32940

**RE: Grant application for additional land acquisition for the Florida Community Trust, Working Waterfronts Program. Additional Parcels for Acquisition: 24-36-35-1-25; 24-36-35-30-1-28 and 240-36-35 \*-R.1 (vacated alley) and 24-36-35-29-0-1-1.01**

Dear Mr. Culver:

After your team's outstanding presentation to the Merritt Island Redevelopment Agency (MIRA) Board of Directors, it is with great pleasure that I am pleased to provide this letter of support, on behalf of the MIRA Board for your above referenced grant application to the Florida Community Trust Working Waterfront Program.

We deeply appreciate what the Florida Forever Program has accomplished in preserving the Merritt Island Griffis Landing Blue Crab Cove Working Waterfront. Approval of your grant application will provide for an incredibly outstanding working waterfront capstone project, impacting restoration of the Lagoon, Lagoon Education, and lead to restoration of a healthy Working Waterfront. In addition, we see this project accelerating the working use of the waterfront. We especially appreciate the 65,000+ community members, who have been involved with the Restore our Shores program to date.

Our Board Members are very excited to see this project become a reality and are willing to engage in any way we can to help bring the project about. The collaboration of the Florida Forever Working Waterfront Program, with the Brevard County Natural Resources Department, Brevard Zoo Restore our Shores Program, and the Merritt Island Redevelopment Agency, will form a great synergy, making a difference for generations.

After reviewing the location of the properties adjacent to Griffis Landing (at 630 W. Merritt Island Causeway), it is my pleasure to say that the referenced properties are within the Merritt Island Redevelopment Area and this project is in alignment with our Community Redevelopment Plan.

If you have any questions, please do not hesitate to contact me at 321-454-6610

Larry J. Lallo  
Executive Director, Merritt Island Redevelopment Agency

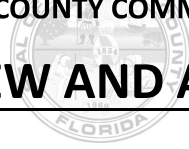


321.454.6610 | [MIRA@BrevardFL.gov](mailto:MIRA@BrevardFL.gov) | [www.BrevardFL.gov/MIRA](http://www.BrevardFL.gov/MIRA)



## Blue Crab Cove PhII: Site Layout





# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> Florida Communities Trust - State of Florida		<b>2. Amount:</b> \$1,402,000
<b>3. Fund/Account #:</b> 0032/223212	<b>4. Department Name:</b> Natural Resources	
<b>5. Contract Description:</b> Land Acquisition Grant Contract: 22-001-WW23		
<b>6. Contract Monitor:</b> Matt Culver		<b>8. Contract Type:</b>  GRANT
<b>7. Dept/Office Director:</b> Virginia Barker		
<b>9. Type of Procurement:</b> Other		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

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

## SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Culver, Matt <small>Digitally signed by Culver, Matt Date: 2023.03.28 13:13:42 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2023.03.28 16:14:20 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Summer &amp; Wyllie-Vitt</i> <small>Digitally signed by Wyllie-Vitt, Summer Date: 2023.03.29 16:07:12 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balser, Heather <small>Digitally signed by Balser, Heather Date: 2023.03.29 11:18:50 -04'00'</small>

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

DEP CONTRACT NUMBER: SM006  
FCT PROJECT NUMBER: 22-001-WW23  
PROJECT NAME: BLUE CRAB COVE, PHASE II  
CSFA # 37.079

**STAN MAYFIELD WORKING WATERFRONTS**  
**GRANT CONTRACT**

THIS GRANT CONTRACT ("Contract") is entered into between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Environmental Protection ("Department"), and BREVARD COUNTY, a Florida local government ("Recipient").

**THIS CONTRACT IS ENTERED INTO PURSUANT TO THE FOLLOWING:**

WHEREAS, the intent of this Contract is to impose terms and conditions on the use of certain Florida Forever Funds, hereinafter described, and the land and improvements Recipient intends to acquire with such funds (the "Project Site");

WHEREAS, these terms and conditions are necessary to ensure compliance with applicable Florida law, including provisions of Section 259.105 (the "Florida Forever Act"), Section 259.1051 (the "Florida Forever Trust Fund"), and Chapter 380, Part III (the "Florida Communities Trust Act"), Florida Statutes ("F.S.");

WHEREAS, the Florida Communities Trust Act created the FCT as a non-regulatory agency within the Department to assist local governments in (a) complying and implementing the goals, objectives, and policies of the conservation, recreation and open space, and coastal elements of their local comprehensive plans, or (b) conserving natural resources and resolving land use conflicts;

WHEREAS, Section 380.5105, F.S. established the Stan Mayfield Working Waterfronts Program to restore and preserve working waterfronts and added administration of such projects to the duties of the FCT;

WHEREAS, FCT is authorized to provide financial and technical assistance to local governments, state agencies, and nonprofit environmental organizations to carry out projects and activities, and to develop programs authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either (a) Section 259.105(3)(j), F.S., which provides for the distribution of two and five-tenths percent of the net Florida Forever bond proceeds to the Department, or (b) any other revenue source designated by the Florida Legislature, for the acquisition of land and capital project expenditures necessary to implement the Stan Mayfield Working Waterfronts Program within the FCT as set forth in Section 380.5105, F.S.;

WHEREAS, Chapter 62-820 of the Florida Administrative Code ("F.A.C.") sets forth the procedures that must be followed for grant applications for Florida Forever Funds awarded by the

FCT, for the acquisition of interests in land for the restoration and preservation of Working Waterfronts pursuant to Section 380.5105, F.S.;

WHEREAS, in accordance with Chapter 62-820, F.A.C., on March 7, 2023, the FCT Governing Board evaluated and scored the applications to develop a ranking list of projects to present to the Board of Trustees of Internal Improvement Trust Fund of the State of Florida ("Board of Trustees");

WHEREAS, on March 13, 2023, the Board of Trustees selected and approved the projects to receive FCT funding, including Recipient's Project, described in Recipient's Stan Mayfield Working Waterfronts Grant Application ("Application") as Blue Crab Cove, Phase II (the "Project");

WHEREAS, by executing this Contract the Recipient reaffirms the representations made in its Application;

WHEREAS, Chapter 62-820, F.A.C., authorizes FCT to impose conditions for Project funding, including the requirement under Rule 62-820.003(5), F.A.C., that business activities performed on the Project Site must derive their primary source of income from services supporting the commercial harvesting of wild or aquacultured marine organisms; and

WHEREAS, Chapter 62-821, F.A.C., sets forth the procedures that must be followed for land acquisitions under the Stan Mayfield Working Waterfronts Program using Florida Forever Funds awarded by FCT;

WHEREAS, the entire Project Site has not yet been negotiated for acquisition, some elements of the Project are not yet known such as the purchase price, total Project Costs, and the terms upon which the owner(s) will voluntarily sell the Project Site; and

WHEREAS, this Contract contains conditions that must be satisfied by the Recipient prior to FCT's disbursement of any Florida Forever Funds awarded for Project acquisition, as well as the restrictions that must be imposed on the Project Site concurrent with its acquisition.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

## **I. PERIOD OF CONTRACT**

1. The acquisition phase of this Contract will commence upon execution of this Contract and will continue for a term of one (1) year ("Funding Expiration Date"). Failure of Recipient to fulfill the terms of this contract within this established time frame will result in FCT's termination of Project funding and funds committed to this Project will then be committed to other approved applications, unless Recipient requests an extension of time pursuant paragraph 2. below.

2. Recipient must request an extension, in writing, of the Funding Expiration Date in conformity with the requirements of Rule 62-820.008(3), F.A.C. The Trust will extend funding beyond the established time frame if the applicant has made significant progress toward the acquisition of the Project Site or if extenuating circumstances beyond the control of the Recipient

warrant an extension of time. The Recipient's request for extension must include an explanation of the goals currently accomplished to complete the Project and the timeframe needed to complete outstanding goals. The Recipient may also include an explanation of circumstances beyond their control that have prevented acquisition of the Project Site. The initial term of the Contract and extensions will not exceed a total of twenty-four months unless the FCT extends the Funding Expiration Date when the Recipient is making significant progress toward closing the Project or if extenuating circumstances warrant an extension of time.

3. If FCT does not grant an extension request, the Recipient's award will be rescinded as of close of business on the Funding Expiration Date and this Contract will terminate.

4. The FCT may also terminate this Contract prior to the Funding Expiration Date: (a) in accordance with the provisions of Article XIV of this Contract; (b) in the event of the withdrawal or rescission of the Award pursuant to the terms set forth herein; (c) if FCT determines that the Recipient is not making significant progress toward the acquisition of the Project Site, or (d) other circumstances are present that would, in all likelihood, preclude or prevent the successful acquisition of the Project Site prior to the Funding Expiration Date, pursuant to Rule 62-820.008(4), F.A.C.

## **II. MODIFICATION OF CONTRACT**

Either party may request modifications of the provisions of this Contract at any time. This Contract cannot be modified by oral representations or agreements. Amendments that are mutually agreed upon by the parties will be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments will be incorporated into this Contract.

## **III. DEADLINES**

1. This Contract must be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399, within 45 days of receipt by the Recipient unless the Recipient asks for, and receives, an extension of time. If the Recipient requires more than one original document, the Recipient may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Contracts, FCT will execute the Contracts, retain one original copy and return all other executed copies to the Recipient.

2. The Recipient and its representatives must know and adhere to all project deadlines and devise a method of monitoring the Project. FCT will strictly enforce the deadlines stated in this Contract and any deadlines associated with any FCT activity relating to the Project. Recipient's failure to adhere to or timely monitor the Project deadlines may result in FCT's allocation of time and resources to other grant recipients. If Recipient fails to comply with Project deadlines FCT may terminate the Contract.

3. The Recipient will submit the documentation required by this Contract to FCT as soon as possible so the FCT can reimburse the Project Costs in an expeditious manner.

4. In conjunction with the execution and delivery of this Contract, the Recipient will execute and deliver to FCT the Confidentiality Agreement provided to the Recipient, pursuant to Rule 62-821.005(3), F.A.C. Neither the Recipient nor the FCT will commence acquisition activities prior to FCT receiving the executed Confidentiality Agreement.

5. The Recipient will develop the Project Site in accordance with the Grant Award conditions and open the developed Project Site to the public within 3 years after the date of final disbursement of the FCT Award.

#### IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award to the Recipient (the "Award") will in no event exceed the lesser of **One Hundred percent (100%)** of the final Project Costs, and as more fully defined in Rule 62-820.002(17), F.A.C., or **One Million Four Hundred and Two Thousand Dollars and Zero Cents (\$1,402,000.00)**, and is subject to adjustment pursuant to Article IV, paragraph 2. below. FCT will not participate in Project Costs that exceed the grant award amount.

2. The FCT Award is based on the Recipient's estimate of final Project Costs, as well as the Limitation of Award provided in Rule 62-820.003(6), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will reimburse only those Project Costs consistent with the definition in Rule 62-820.002(17), F.A.C. FCT will participate in the land cost at either the actual purchase price or the maximum amount, whichever is less, both subject to Rule 62-821.004, F.A.C. Additionally, pursuant to Rule 62-821.004, F.A.C., FCT will further adjust the dollar value of the FCT Award after determination of the maximum amount that may be paid for the Project based upon the Approved Appraisals. By addendum to this Contract, FCT may increase or decrease the Award based on the availability of FCT funds. Upon such adjustment, the term "Award" will mean the Award as adjusted.

3. Recipient must pay the purchase price for the Project real property to the extent it exceeds the maximum amount. Recipient will provide the FCT Grant Manager true copies of invoices, charges, and expenses constituting Project Costs to establish Recipient's contribution of its Match Percentage Share, and any other requested documents, for inclusion in the Contract file. Recipient will submit all such documents requested, along with proof of payment, in sufficient detail for a proper audit.

4. If the Project Site is comprised of multiple parcels, the Recipient will deliver at the closing of each parcel, the purchase price for each such parcel to the extent it exceeds the parcel's maximum amount. In addition, if the Project Site is comprised of multiple parcels and multiple owners, then FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site cannot be acquired.

5. With respect to the remaining Project Costs, the FCT Award is based on the Recipient's estimate of final Project Costs contained in its grant commitment letter included with the Application package postmarked September 1, 2022. When disbursing the remainder of the FCT Award, if any, FCT will recognize only those Project Costs consistent with the definition in Rule 62-

820.002(17), F.A.C. FCT will not participate in ineligible costs or Project Costs that exceed the Award amount.

6. By executing this Contract, the Recipient affirms that it is ready, willing, and able to provide a Match, as applicable and if any is required. If a Match is required, it must be delivered in an approved form as provided in Rule 62-820.002(15), F.A.C. If the value of land is the source of the Match as defined in Rule 62-820.002(15), F.A.C., the provided Match will be valued based on one or more appraisals of the land. If the Project Site is comprised of multiple parcels, the Recipient must deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. Funds expended by the Recipient for Project Costs will be recognized as part of the Match on the grant reconciliation statement.

7. The FCT Award will include approved pre-paid Project Costs paid by FCT to vendors outside of closing and the final disbursement of the FCT Award to the escrow agent at closing will be reduced by any such FCT pre-paid Project Costs on the closing settlement statement. In the event this contract terminates, the Recipient will not be liable for reimbursement of pre-paid Project Costs to FCT if the termination is through no fault of the Recipient.

8. The FCT Award for approved Project Costs will be delivered in either or both of the following forms:

a. Approved Project Costs pre-paid by FCT to vendors outside of closing and recognized as part of the FCT award on the grant reconciliation statement and closing settlement statement.

b. A State of Florida warrant or electronic funds transfer at the closing of the Project Site for the balance of the FCT Award, subject to the limitations contained in Article IV, to be paid directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to FCT, provided the State of Florida Chief Financial Officer determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT will deliver at the closing of each parcel only the share of the FCT Award that corresponds to the parcel being acquired and closed. FCT will prepare a grant reconciliation statement prior to the closing of the Project Site parcel that evidences the amount of Match provided by the Recipient, as applicable and if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs will be recognized as part of the FCT Award on the grant reconciliation statement and closing settlement statement.

9. The FCT Governing Board ranked and the Board of Trustees selected the Recipient's Application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced, or the Project design is changed, so that the objectives of the acquisition cannot be achieved. FCT will consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 62-820.009, F.A.C.

10. FCT's performance and obligation to financially pay under this Contract is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

11. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other grant programs or agencies. Recipients must separately account for funds from each grant or agency. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Recipient's, or subrecipient's, accounting system cannot comply with this requirement, the Recipient, or subrecipient, will establish a system to provide adequate fund accountability for each project it has been awarded.

a. If FCT finds that these funds have been commingled, FCT will have the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Contract for non-compliance with the material terms of this Contract. The Recipient, upon such written notification from FCT must refund, and will forthwith pay to FCT, the amount of money demanded. Interest on any refund will be calculated based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.

b. If the Recipient recovers costs incurred under this Contract and reimbursed by FCT from another source(s), the Recipient will reimburse FCT for all recovered funds. FCT will calculate interest on any refund based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the payment(s) are recovered by the Recipient to the date the Recipient repays FCT.

## **V. NOTICE AND CONTACT**

1. All notices and written communication between the parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices will be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient to:

Florida Communities Trust  
3900 Commonwealth Boulevard, MS#115  
Tallahassee, FL 32399  
[floridacommunitiestrust@floridadep.gov](mailto:floridacommunitiestrust@floridadep.gov)  
850-245-2501

2. All contact and correspondence from FCT to the Recipient will be through the key contact as required by Rules 62-820 and 62-821, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating Project activities for the duration of the Project:



**Name:** Matt Culver  
**Organization:** Brevard County  
**Title:** Boating & Waterways Program Coordinator  
**Address:** 2725 Judge Fran Jamieson Way  
Building A, Room 219  
Viera, Florida 32940  
**Delivery Address:** 2725 Judge Fran Jamieson Way  
Building A, Room 219  
Viera, Florida 32940  
**Telephone:** 321-372-5196  
**E-mail:** Matt.Culver@brevardfl.gov

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph, as Recipient's agent, to execute all documents in connection with this Project on behalf of the Recipient, including, but not limited to, this Contract or any addenda thereto, purchase agreement(s) for the property, grant reconciliation statement, closing documents and statements submitted, and Declaration of Restrictive Covenants.

**Name:** Matt Culver  
**Organization:** Brevard County  
**Title:** Boating & Waterways Program Coordinator  
**Address:** 2725 Judge Fran Jamieson Way  
Building A, Room 219  
Viera, Florida 32940  
**Delivery Address:** 2725 Judge Fran Jamieson Way  
Building A, Room 219  
Viera, Florida 32940  
**Telephone:** 321-372-5196  
**E-mail:** Matt.Culver@brevardfl.gov

4. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Contract, notice of the changes will be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph 1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **59-6000523**.

## **VI. NEGOTIATION OF PROJECT SITE PURCHASE AGREEMENT**

1. Pursuant to Rules 62-820.003(8) and 62-821.003(5), F.A.C., this Project must be a Joint Acquisition Project and the Trust will be responsible for all Acquisition activities, including negotiations.

2. Acquisition of the Project Site will be governed by a negotiated Purchase Agreement, signed by the Owner/Seller, the Recipient, and FCT. The negotiation of offers and counteroffers for the acquisition of the Project Site will be conducted in accordance with Rules 62-821.006 and 62-

821.007, F.A.C. Pursuant to Section 380.510(3), F.S., and Rule 62-821.007, F.A.C., the final Purchase Agreement must be in form and content satisfactory to the Trust.

3. Fee-simple interest in the Project Site will be titled in the Recipient's name. The deed vesting interest of the Project Site to the Recipient must set forth the executory interest of the Board of Trustees through a reverter clause, and also include any covenants or other restrictions sufficient to protect the interest of the people of Florida as contemplated in Section 380.510(3), F.S.

4. As a condition of FCT's approval of the Purchase Agreement, the Recipient must submit to FCT:

a. The documents required under Article III above, including this Contract, Recipient's written confirmation and identification of its Project funding sources, a statement from each Project Site owner evidencing the voluntary negotiation of a sale of the Project Site, and the Confidentiality Agreement.

b. Disclosures of beneficial interest required by Section 286.23, F.S., signed by each Project Site owner.

## **VII. PROJECT SITE ACQUISITION REQUIREMENTS**

1. Recipient must comply with the requirements for the acquisition of lands, as specified in Section 380.507(11), F.S. and Chapter 62-821, F.A.C.

2. Without limiting the scope of the preceding paragraph 1. of Article VI, prior to the consummation of the closing(s) on the acquisition of the Project Site and final disbursement of the FCT Award:

a. FCT must have approved the Purchase Agreement and all conditions to the closing(s) must have been satisfied.

b. The closing documents related to Project Site acquisition must be of form and content satisfactory to FCT, including but not limited to:

i. The deed conveying the interest in the Project Site to Recipient.

ii. The Declaration of Restrictive Covenants as defined in Rule 62-820.002(7), F.A.C. ("Declaration of Restrictive Covenants") that requires the Project Site to be operated in perpetuity in accordance with statutory and administrative/regulatory requirements or title to all interest in the Project Site must be conveyed or revert to the Board of Trustees pursuant to Section 380.510(3)(d), F.S.

iii. If applicable, Working Waterfronts Covenants as defined in Rule 62-820.002(26), F.A.C., that will be recorded in the official records and set forth

the obligations, rights, and responsibilities of each party, the actions that are prohibited on the property, and any enforcement provisions.

c. Recipient must submit for FCT approval in writing, a Management Plan explaining how the Project Site will be managed to further the purposes of the Project and meet the terms and conditions of this Contract, as required by Rule 62-820.010, F.A.C. Recipient must make any revisions necessary prior to the required FCT approval. The required content of the Management Plan is further detailed in Article VIII below.

3. FCT must approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), F.S. Such approval is deemed given when FCT approves and executes the Purchase Agreement for acquisition of the Project Site, further described herein.

4. **All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-820.002(24), F.A.C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

5. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Grant Manager and contain sufficient detail for a proper preaudit and postaudit.

#### **VIII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT; ANNUAL REVENUE REPORT**

1. Prior to final disbursement of the FCT Award, the Recipient will submit to and have approved by FCT, a Management Plan that complies with Rule 62-820.010, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X, and XI herein.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the Project and meet the terms and conditions of this Contract. The Management Plan will further include an overview of the working waterfronts business to be conducted on the site. Upon FCT's approval, the Management Plan will govern Recipient's use, operation, and management of the Project Site and constitutes an essential term or condition of the Award. In the event Recipient desires to revise or modify the approved Management Plan, the Recipient must provide a written request, with all appropriate supporting materials, to the FCT and obtain FCT's prior written consent to any such modification.

3. Recipient's failure to implement the Management Plan, including the Project elements and time period(s) under which Project activities will be accomplished, constitutes a violation of an essential term or condition of the Award, and in such event, Section 380.510(3)(d), F.S., requires that title to all interest in the Project Site must be conveyed or revert to the Board of Trustees.

4. The Management Plan should include the following types of information, as applicable:

- a. An introduction containing the Project name, address/location, and other background information relevant to management.
- b. The stated purpose for acquiring the Project Site as proposed in the Application and a prioritized list of management objectives.
- c. A detailed description of all proposed uses, including existing and proposed physical improvements and the impact on natural resources.
- d. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements.
- e. A description of proposed educational displays and programs to be offered, if applicable.
- f. A schedule for implementing the development and management activities of the Management Plan.
- g. Cost estimates and funding sources to implement the Management Plan.

5. If the Recipient is not the proposed managing entity, the Management Plan must include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the Project Site, how the Project Site will be managed to further the purposes of the Project, and identifying the source of funding for management. If the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

6. To ensure that future management funds will be available for the management of the Project Site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient is required to provide FCT with Reasonable Assurance, as defined in F.A.C. Rule 62-820.002(19), that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner.

- a. Where the Recipient is a Nonprofit Working Waterfront Organization as defined in Rule 62-820.002(16), F.A.C. ("Nonprofit Working Waterfront Organization"), Recipient must provide a guaranty or pledge by a Local Government (as defined in Rule 62-820.002(13), F.A.C.), the Water Management District in which the Project is located, or a managing agency of the Board of Trustees, to act as a backup manager to assume responsibility for management of the Project Site in the event the Nonprofit Working Waterfront Organization is unable to continue to manage the Project Site.

- b. Pursuant to Rule 62-820.003(4), F.A.C., the Nonprofit Working Waterfront Organization must provide assurance that they have the capacity to manage the Project Site in the form of an endowment equal to five percent of the appraised value of the fee interest and a capital fund equal to five percent of the appraised value of the fee interest.

7. The Recipient will, through its agents and employees, prevent the unauthorized use of the Project Site or any use not in conformity with the Management Plan approved by FCT. Failure to do so may result in title to all interest in the Project Site being conveyed or reverting to the Board of Trustees.

8. All buildings, structures, improvements, and signs will require the prior written approval of FCT. Major land alterations will require the written approval of FCT. The approvals required from FCT will not be unreasonably withheld if the Recipient demonstrates that the proposed structures, buildings, improvements, signs, or land alterations will further the implementation of the approved Management Plan and will not adversely impact the Project Site.

9. Pursuant to Rule 62-820.012, F.A.C., after the acquisition of the Project Site, Recipient will prepare and submit to FCT an annual stewardship report. The stewardship report is intended to verify that Recipient is complying with the conditions imposed at the time of the Award and to monitor the stewardship and use of the Project Site. The stewardship report will document Recipient's progress in implementing the Management Plan. Recipient's failure to implement the Management Plan may result in title to the Project Site being conveyed or reverting to the Board of Trustees.

10. The FCT is required to report annually on revenue earned on project sites acquired with FCT grant funds. In order to meet this requirement, by July 31 each year, the Recipient must provide an annual report of revenue earned in the previous State Fiscal Year, July 1 through June 30.

## **IX. SPECIAL MANAGEMENT CONDITIONS**

In addition to the Management Plan conditions already described in this Contract, which apply to all sites acquired with FCT funds, the Management Plan will address the following conditions that are particular to the Project Site and result from either representations made in the Application that received scoring points or observations made by FCT staff during the site visit:

1. The future land use and zoning designations of the Project Site must be changed to Working Waterfronts or similar category. The Recipient is required to provide documents to FCT verifying the designations are appropriate.

2. A permanent recognition sign, at a minimum size of 3' x 4', will be maintained at the entrance area of the Project Site. The sign will acknowledge that the Project Site was purchased with funds from the Florida Communities Trust, Stan Mayfield Working Waterfronts Grant Program.

3. Prior to closing, the Recipient will provide a letter from the Department of Environmental Protection stating (1) the current land owner is in compliance with Chapters 253, 258, 373 Part IV, and 403 Florida Statutes; (2) and the submerged land lease for all facilities or structures on the Project Site that are located over state sovereignty submerged land are current; and (3) that applicable fees or wet slip certification forms are current. Alternatively, the letter may state that the facilities or structures are not subject to a state sovereignty submerged land lease.

4. At closing, any existing submerged land lease will be transferred to the Recipient.

5. The Recipient will provide a letter annually from the Department of Environmental Protection stating (1) the Recipient has complied with Chapters 253, 258, 373 Part IV and 403 Florida Statutes; (2) the submerged land lease for all facilities or structures on the Project Site that are located over state sovereignty submerged land is current; and (3) that applicable fees or wet slip certification forms are current.

6. **WORKING WATERFRONT STORAGE AREA: 3d.** The Recipient will maintain an open area of at least 1/4 acre to be used for the storage of traps, nets, and other gear needed for commercial fishing or aquaculture operations.

7. **AQUACULTURE SUPPORT FACILITY:** The Recipient will house an Aquaculture Support Facility in an existing structure on the project site. This facility will operate as an aquaculture/seagrass nursery support facility.

8. **PUBLIC EDUCATION: 6a.** The Recipient will house a Maritime Museum in an existing structure that has parking and access to Merritt Island Parkway. The structure will house historic relics from the Blue Crab Cove Working Waterfront including, but not limited to fishing gear, traps, nets, photographs, and other educational exhibits.

9. **PUBLIC EDUCATION: 6c.** The Recipient will install two educational/interpretive kiosks on the Phase II property. The kiosks will educate the public about the economic, cultural, or historic heritage of Florida's traditional Working Waterfronts.

**Additional items if applicable concerning MANAGEMENT AGREEMENTS:**

10. The recipient will negotiate to secure a multi-year management agreement with a proprietor to operate the Maritime Museum and Aquaculture Support Facility on the project site.

11. The Recipient will secure FCT approval before executing any agreement associated with this project site.

**X. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, F.S.**

1. Each parcel in the Project Site to which the Recipient acquires title must be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; and Section 11(e), Article VII of the Florida Constitution. The Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Trustees, or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described herein.

2. The Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of Project selection and initial Grant approval. The Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of the closing of the Project Site and must be recorded by the Recipient in the county(s) in which the Project Site is located contemporaneously with the deed conveying the Project Site to Recipient.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, FCT will notify the Recipient by written notice given by personal delivery, registered mail, or registered expedited service. The Recipient will diligently begin curing the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities cannot be reasonably completed within the specified thirty (30) day time frame, the Recipient will submit a timely written request to FCT pursuant to conditions stated herein, which includes the status of the current activity, the reasons for the delay, and a time frame for the completion of the curing activities. FCT will submit a written response within thirty (30) days of receipt of the request and approval will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT will give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site must be conveyed to the Trustees unless FCT negotiates an agreement with another local government or nonprofit environmental organization who agrees to accept title. FCT may, but is not required to, negotiate a management agreement with the local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection, or a Water Management District, who agrees to manage the Project Site. FCT will treat such property in accordance with Section 380.508(4), F.S.

#### **XI. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING**

1. Recipient's interest in the Project Site may not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site must be conveyed to the Trustees unless FCT negotiates an agreement with another local government or nonprofit environmental organization. FCT will also attempt to negotiate a management agreement with the local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection, or a Water Management District, to manage the Project Site.

3. Following the acquisition of the Project Site, the Recipient will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to working waterfronts. If an amendment to the applicable comprehensive plan is required, the amendment

must be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition. Recipient's failure to obtain the required future land use and zoning designation dedicated to working waterfronts, or obtain a variance or other approval which permits the use of the Project Site as a working waterfront in accordance with the Management Plan, will constitute a violation of an essential term of the Award.

4. FCT or its duly authorized representatives will have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site will permanently contain one sign recognizing FCT's role in the acquisition of the Project Site. Recipient will permanently display the FCT sign at the Project Site within ninety (90) days of the final disbursement of the FCT Award. In addition, within such 90-day period, Recipient will deliver a color photograph of the installed FCT Project sign to the FCT.

## **XII. RECIPIENT'S ADDITIONAL OBLIGATIONS**

1. The Recipient agrees and acknowledges that the transactions, events, and circumstances itemized below (collectively, the "disallowable activities") may violate the covenants and restrictions imposed on the site:

- a. the sale or lease of any interest in the Project Site not pre-approved by FCT;
- b. the operation of any concession on the Project Site without FCT approval;
- c. any sales contract or option to buy or sell things attached to the Project Site;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from that use expected at the date of the execution of this Contract;
- f. management of the site by a non-governmental person or organization without an FCT-approved management agreement; or
- g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

2. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is subject to any of the disallowable activities, the Recipient will provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities.

3. If FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease or cause



the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT will have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

### **XIII. RECORDKEEPING; AUDIT REQUIREMENTS**

1. The Recipient shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Trust, the State, or their authorized representatives shall have access to such records for audit during the term of this Contract and for five (5) years following the completion date or termination of the Contract. If any work is subcontracted, Recipient shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Recipient shall provide any type of information the Inspector General deems relevant to Recipient's integrity or responsibility. Such information may include, but shall not be limited to, Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Recipient shall retain such records for the longer of: (1) three years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

2. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that its sub-recipients and/or subcontractors issued under this Contract, if any, impose this requirement, in writing, on its sub-recipients and/or subcontractors, respectively.

3. The rights of access in this paragraph are not limited to the required retention period but last as long as the records are retained.

4. The Recipient shall comply with the applicable provisions contained in Attachment B, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment B. If Trust fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Recipient shall request one from the Trust's Grants Manager. The Recipient shall consider the type of financial assistance (federal and/or state) identified in Attachment B Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Contract. For federal financial assistance, Recipient shall utilize the guidance provided under 2 CFR §200.330 for determining whether the

relationship represents that of a subrecipient or vendor. For State financial assistance, Recipient shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

The Recipient should confer with its chief financial officer, audit director, or contact the Trust for assistance with questions pertaining to the applicability of these requirements.

#### **XIV. DEFAULT; REMEDIES; TERMINATION**

1. If the necessary funds are not available to fund this Contract as a result of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any of the events below occur ("Events of Default"), FCT may elect to terminate all obligations on the part of FCT to make any further payment of funds. FCT may, at its option, exercise any of the remedies set forth herein, but FCT may make any payments or parts of payments after a Default without waving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

a. If any warranty or representation made by the Recipient in this Contract, any previous agreement with FCT, or in any document provided to FCT is false or misleading in any respect, or if the Recipient fails to keep, observe, or perform any of the terms or covenants contained in this Contract or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

b. If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Contract from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

c. If any reports or documents required by this Contract have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or

d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Contract.

e. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan.

f. If the Recipient fails to keep the Project Site open to the public.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or

consecutively, and the pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- a. Terminate this Contract, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Article V.;
- b. Commence an appropriate legal or equitable action to enforce performance of this Contract;
- c. Withhold or suspend payment of all or any part of the FCT Award;
- d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or
- e. Exercise any other rights or remedies that may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Contract for cause upon written notice to the Recipient. Cause will include, but is not limited to: Events of Default; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended. Appraisals, and any other reports relating to value, offers, and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), F.S. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), F.S.

4. FCT may terminate this Contract by providing the Recipient with thirty (30) calendar days prior written notice when it determines, in its sole discretion, that the continuation of the Contract would not produce beneficial results commensurate with the further expenditure of funds.

5. The Recipient may request termination of this Contract before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination will be provided to FCT in a manner described in Article II.

## **XV. LEGAL AUTHORIZATION**

The Recipient certifies that it possesses the legal authority to enter into and perform this Contract, to receive the FCT Award, and its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract, including all covenants and assurances contained herein. Recipient will provide documentary proof thereof satisfactory to FCT. The

Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Contract.

## **XVI. PUBLIC RECORDS**

1. Recipient will comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. Recipient will keep and maintain public records required by the Department to perform the services under this Contract.

2. This Contract may be unilaterally canceled by the Trust for refusal by the Recipient to either provide to the Trust upon request, or to allow inspection and copying of all public records made or received by the Recipient in conjunction with this Contract and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

3. If Recipient meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Contract for services must be made directly to the Trust. If the Trust does not possess the requested records, the Trust will immediately notify the Recipient of the request, and the Recipient must provide the records to the Trust or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the Trust within a reasonable time, the Recipient may be subject to penalties under s. 119.10, F.S.

b. Upon request from the Trust's custodian of public records, Recipient will provide the Trust with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Recipient will identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Recipient does not transfer the records to the Trust.

4. Upon completion of the Contract, Recipient will transfer, at no cost to the Trust, all public records in possession of Recipient or keep and maintain public records required by the Trust to perform the services under this Contract. If the Recipient transfers all public records to the Trust upon completion of the Contract, the Recipient will destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Contract, the Recipient will meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Trust, upon request from the Trust's custodian of public records, in a format that is accessible

by and compatible with the information technology systems of the Trust.

**5. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TRUST'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [public.services@floridadep.gov](mailto:public.services@floridadep.gov), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

## **XVII. SCRUTINIZED COMPANIES**

In executing this Contract, the Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Trust may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract. If this Contract is for more than one million dollars, the Grantee certifies that it is 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, F.S. Pursuant to Section 287.135, F.S., the Trust may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on 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 Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

## **XVIII. STANDARD CONDITIONS**

1. This Contract has been delivered in the State of Florida and will be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract will be prohibited or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith will be brought in Leon County, Florida.

2. Neither FCT's waiver of any right or remedy granted hereunder nor FCT's delay or failure to insist on Recipient's strict performance of this Contract will constitute a waiver of any such right or remedy or affect the FCT's subsequent exercise thereof. Any power of approval or disapproval granted to FCT under the terms of this Contract will survive the expiration or termination of this Contract.

3. The Trust supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

4. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, will be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.

5. Recipient agrees to comply with the Americans With Disabilities Act (42 USC § 12101, et seq.), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

6. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit lease bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

7. In accordance with Section 216.347, F.S., the Recipient is hereby prohibited from using funds provided by this Contract to lobby the Legislature, the judicial branch, or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department will be used by any state employee or other person for lobbying purposes.

8. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract. The Recipient will be responsible for including this provision in all subcontracts with private organizations issued under this Contract.

9. The Recipient will comply with all applicable federal, state and local rules and regulations in providing services to the Trust under this Contract. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued under this Contract.

10. The Recipient will save and hold harmless and indemnify the State of Florida and the Trust against any and all liability, claims, judgments, or costs of whatsoever kind and nature for

injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from the negligent acts of the Recipient, his subcontractor, or any of the employees, agents or representatives of the Recipient or subcontractor to the extent allowed by law.

11. To the extent required by law, the Recipient will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the Recipient will require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage will comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Recipient will provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Trust, for the protection of his employees not otherwise protected.

a. Recipient's chief financial officer ("CFO") must provide self-insurance documentation to FCT prior to execution of this Contract and upon any subsequent changes relating to the terms or insurance carrier.

12. The Recipient, as an independent contractor and not an agent, representative, or employee of the Department or Trust agrees to carry liability and other appropriate forms of insurance. The Trust will have no liability except as specifically provided in this Contract.

13. This Contract, any amendments, and/or change orders related to the Contract, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

14. This Contract embodies the entire contract between the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract will only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract.

RECIPIENT: BREVARD COUNTY, a Florida  
local government

STATE OF FLORIDA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

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

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

Secretary or designee

Print Name: Rita Pritchett

Print Name: \_\_\_\_\_

Title: Chair

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

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

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

As approved by the Board on May 9, 2023

Approved as to Form and Legality:

Approved as to Form and Legality:

By: 

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

Print Name: Heather Balsur

Print Name: \_\_\_\_\_

Date: 4-26-2023

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

**List of attachments/exhibits included as part of this Contract:**

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Confidentiality Agreement (2 pages)
Attachment	B	Special Audit Requirements (5 Pages)




## ATTACHMENT A

### III. DISCLOSURE LIST/AGREEMENT TO BE BOUND

1. Recipient, and each of the undersigned board members and staff of the Recipient and its agents, if any, jointly and severally agree to maintain the confidentiality of appraisal information, offers and counteroffers concerning FCT Project Number 22-001-WW23, as required by Rule 62-821.005, F.A.C. and this Agreement.

b. Each of the undersigned further certify that they have no legal or beneficial interest in the Project Site.

Date	Print Name, Title or Position	Affix Signature
	Frank Abbate, County Manager	
	John Denninghoff, Asst. Co. Mgr.	
	Virginia Barker, Dir. Natural Resources	
	Amanda Elmore, Dep. Dir. Nat. Res.	
	Morris Richardson, County Attorney	
4-26-2023	Heather Balser, Asst. Co. Attorney	
	Marc Bernath, Dir. Public Works	
	Lucy Hamelers, Public Works	
	Tiffany Eckert, Public Works	
	Lisa Kruse, Public Works	
	Matt Culver, Natural Resources	
	Larry Lallo, Director MIRA	
	Rita Pritchett, County Comm.	
	Tom Goodson, County Comm.	
	John Tobia, County Comm.	
	Rob Feltner, County Comm.	

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ATTACHMENT A

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

RECIPIENT: BREVARD COUNTY  
a Florida local government

FLORIDA COMMUNITIES TRUST,  
STATE OF FLORIDA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

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

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

Secretary or designee

Print Name: Rita Pritchett

Print Name: \_\_\_\_\_

Title: Chair

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

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

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

As approved by the Board on May 9, 2023

Approved as to Form and Legality:

Approved as to Form and Legality:

By: 

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

Print Name: Heather Balsor

Print Name: \_\_\_\_\_

Date: 4-26-2023

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

## ATTACHMENT B

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
3710	Florida Forever Trust Fund	2023	37.079	Stan Mayfield Working Waterfronts Program (Florida Forever Funded Grant Program)	\$1,402,000.00	084110

				Total Award	\$1,402,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.2.

5/9/2023

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### Subject:

Approval RE: Disbursement of Educational Facilities Impact Fees (Districts 1-5)

### Fiscal Impact:

Fiscal Year 2022-2023 disbursements to the School Board are currently budgeted at \$21,638,862, contingent on actual collections amounts. This disbursement would allow for \$7,620,267.67 to be disbursed to the School Board.

### Dept/Office:

Planning and Development Department

### Requested Action:

It is requested that the Board of County Commissioners authorize the disbursement of Educational Facilities Impact Fees in the amount of \$7,620,267.67 to the School Board of Brevard County in accordance with the terms of the interlocal agreement and authorize the Budget Office to execute necessary Budget Change Requests to implement this disbursement.

### Summary Explanation and Background:

On April 10, 2023, the Impact Fee Advisory Committees for the North and South Educational Facilities Impact Fee Benefit Districts met and adopted project funding recommendations for consideration by the School Board. The Impact Fee Advisory Committees consists of one representative from each of the following: The Brevard County School Board, Brevard County and each municipality within the Benefit District that has entered into an interlocal agreement with the County to participate in the Educational Facilities Impact Fee Program.

The School Board approved the funding (new impact fee collections) recommendations on April 25<sup>th</sup>, 2023 to include the below projects -

Central Area Secondary - \$6,000,000

North Elementary Capacity - \$1,251,668.01

South Area Elementary School Capacity - \$368,599.66

### Clerk to the Board Instructions:



# School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699

Dr. Robert E. Schiller, Ed.D., Interim Superintendent



April 26, 2023

Frank Abbate, Brevard County Manager  
Brevard County Government Offices  
2725 Judge Fran Jamieson Way, Building C  
Viera, FL 32940

**RE: Request #28 for Transfer of Educational Facilities Impact Fees**

Dear Mr. Abbate,

Please transfer Educational Facilities Impact Fees collected through March 31, 2023, in the amount of \$7,620,267.67 to the School District as recommended by the Educational Facilities Impact Fee Benefit District Advisory Committees at its meeting on April 10, 2023, and approved by the School Board at its meeting on April 25, 2023. I have attached a copy of Board Agenda Item #25 for your reference and records.

Thank you in advance for your timely processing of this request. Please contact me if you have any questions or require additional information regarding this matter.

Sincerely,

David Lindemann, AICP  
Director of Planning & Project Management

Enclosure: Agenda Item #25 Educational Impact Fee Allocation QE March 31, 2023; April 25, 2023  
School Board Meeting

Copy w/ attachments (via e-mail):

Cynthia Lesinski, Chief Financial Officer  
Susan Denyer, Director, Accounting Services  
Wendy Knippel, Manager, Accounting Services  
Keith Neterer, Brevard County  
Brian Lock, Assistant Director, Brevard County Planning & Development  
Susan Hann, P.E., Assistant Superintendent, Facilities Services

David Lindemann, AICP  
Director of Planning & Project Management  
Phone: (321) 633-1000 x11463 • FAX: (321) 633-4646





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## April 25, 2023 Board Meeting

### Title

Educational Facilities Impact Fee Allocation - Quarter Ending March 31, 2023

### Meeting Date(s)

Consent w/o Information - 04/25/2023

### Consent Type

Without Information

### Discussion

Brevard County collects educational facilities impact fees from residential development for construction of educational facilities or capital improvements that provide educational capacity in the Impact Fee Benefit District from which the funds were collected. The funds may be used on capacity projects identified in the Five-Year District Facilities Work Program.

The process by which funds are allocated to projects is outlined in the Interlocal Agreement between Brevard County and the School Board. Each Benefit District (North and South) has an Educational Facilities Impact Fee Benefit District Advisory Committee that includes the School Board, County and applicable municipal representatives. Approximately every quarter, the District Advisory Committees make a recommendation to the School Board. The School Board approves or modifies the recommendation and then submits the funding request to Brevard County for approval by the Board of County Commissioners. The process can take 2-4 months before the funds are received by the District.

The Board action requested allocates the impact fee revenue collected through the quarter ending March 31, 2023. Additionally, this request reallocates impact fees previously allocated to the South Area ES project. One additional item requests reallocation of funds previously allocated to Benefit District 3 projects. This was the result of a refund to the Benefit District 3 account that was thought to be completely expended.

The Impact Fee Benefit District Advisory Committees met on April 10, 2023. The Committees' recommendations for new educational facilities impact fees through March 31, 2023, along with reallocation of previously allocated impact fees are attached to this agenda memo and are summarized as follows:

- Central Area Secondary - Total \$6,000,000.00
  - New Impact Fees Collected = \$6,000,000.00
- South Area ES Capacity - Total \$368,599.66
  - New Impact Fees Collected = \$368,599.66
- North Elementary Capacity - Total \$1,251,668.01
  - New Impact Fees Collected = \$1,251,668.01

The Central Area Secondary project includes funds that can be used for a classroom building addition at Viera High School as well as funds that can be used for a middle school on the site next to Viera High School (referred to as "Middle School X" in our Five-Year District Facilities Work Program). The Viera High School classroom addition project is fully funded, so the proposed allocation will be used for the new middle school.

The financing plan for the middle school was presented to the Committees, noting that the District staff will request allocation of the South Benefit District impact fees to the new middle school for approximately two years. A nominal amount was allocated to the South Area ES Capacity project since there is a project in the design phase to add additional capacity to the West Melbourne School for Science Elementary School.

The North Elementary Capacity project is underway to provide an additional classroom building at South Lake Elementary School. This project will provide an additional classroom for each grade level and provide more choice school capacity in North Brevard. The South Lake classroom addition is currently in the construction phase and is planned to open in August 2023. Other projects in the North Area are under consideration and will be evaluated as the enrollment statistics and projections are released.

#### **Recommendation**

Approve the recommendations of the Educational Facilities Impact Fee Benefit District Advisory Committees:

- Central Area Secondary \$6,000,000.00
- South Area ES Capacity \$368,599.66
- North Elementary Capacity \$1,251,668.01
- Debt Service Total \$7,614.17
  - \$6,697.72 (Funds previously allocated to South Area Elementary School)
  - \$916.45 (Funds previously allocated to Benefit District 3 projects)

Authorize the Superintendent, or designee, to request Brevard County approve the allocation request and disburse the Educational Impact Fees available through March 31, 2023.

Approve utilizing \$7,614.17 in capital funds for the Central Area Transportation/Maintenance Facility project pending approval and disbursement of the recommended allocation of educational facilities impact fees by the Brevard County Commission.

#### **Authority for Action**

F.S. 1001.42

#### **Involves Expenditure of Funds Directly in the Classroom**

No

#### **Source of Funding**

Agenda Item will not Require the Expenditure of Funds

#### **Financial Impact**

FY	Amount	Budgeted	Fund	Cost Center	Project	Function	Object	Program

#### **Legal Counsel Review**

No

#### **Contact**

Susan Hann, P.E., Assistant Superintendent Facilities Services 633-1000 ext. 11446 David Lindemann, AICP, Director Planning and Project Management 633-1000 ext. 11463

#### **Attachments**

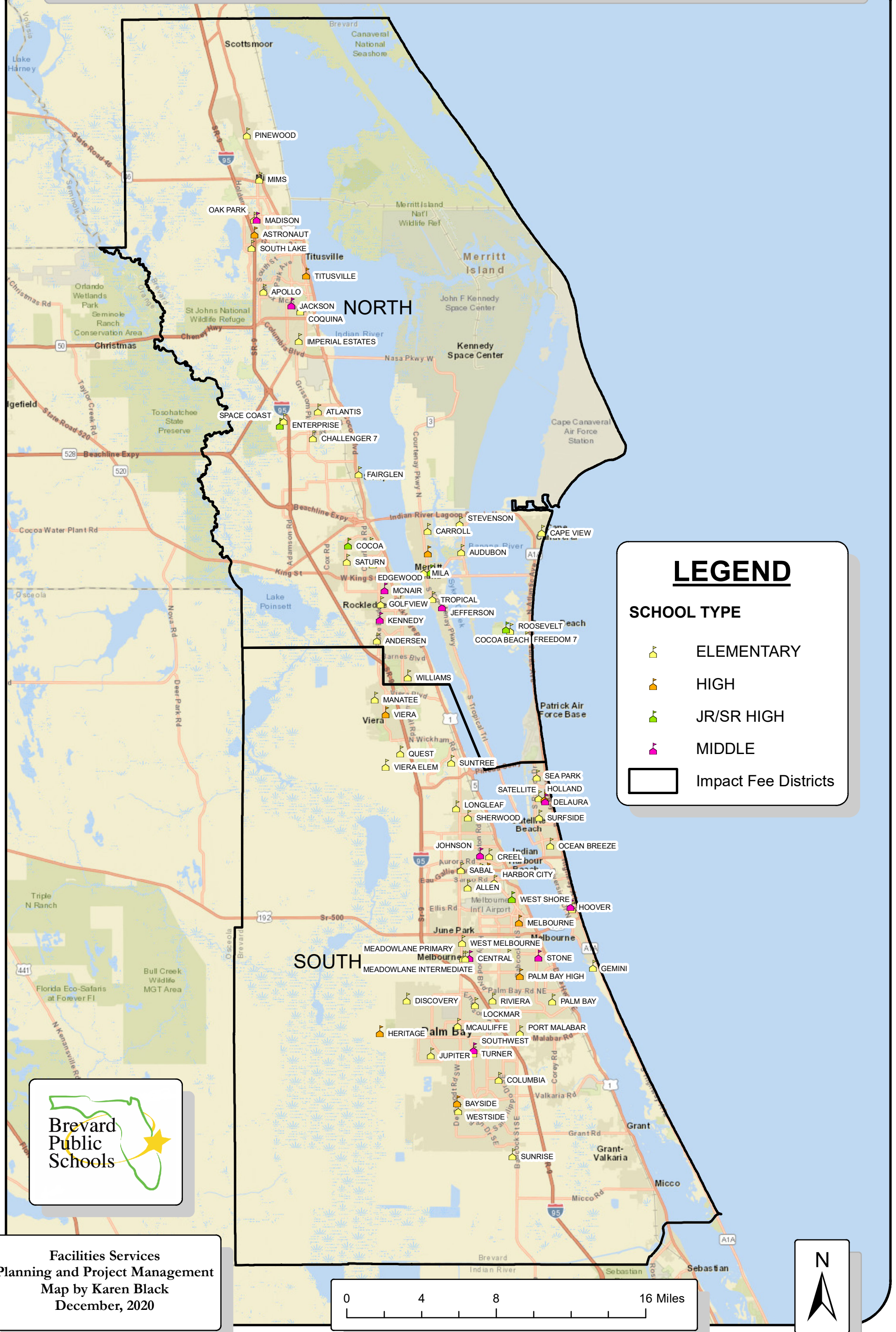
[Impact Fee Benefit District Advisory Committee Recommendations 2023-04-10.pdf](#)





# Brevard County

## Educational Facilities Impact Fee Benefit Districts



## Unofficial Summary of School Board Impact Fees Received and Reserved Advisory Committees Impact Fee Project Approvals

Sum of PerAmount	Column Labels					
Row Labels	South Area ES	Central Area Secondary	South Area ES Capacity	North Elementary Capacity	PBMHS Fire Rescue Lab	Grand Total
8/2/2017	\$6,697.72					\$6,697.72
10/1/2018	\$48,409.94					\$48,409.94
6/7/2019	\$24,200.64					\$24,200.64
11/22/2019	\$140,603.38	\$3,946,278.45		\$600,000.00	-\$579,870.00	\$4,107,011.83
3/13/2020	\$162,311.60	\$2,978,509.05		\$671,784.02		\$3,812,604.67
10/9/2020	\$896,348.77	\$2,500,000.00	\$2,500,000.00	\$1,500,086.14		\$7,396,434.91
1/21/2021	\$815,468.04	\$2,000,000.00		\$2,651,646.30		\$5,467,114.34
3/19/2021		\$2,188,692.76	\$729,564.25	\$364,262.36		\$3,282,519.37
6/25/2021	\$706,010.12	\$2,000,000.00				\$2,706,010.12
10/8/2021	\$1,008,986.58	\$3,000,000.00		\$449,019.28		\$4,458,005.86
12/17/2021		\$3,262,154.60	\$450,000.00		\$579,870.00	\$4,292,024.60
1/10/2021				\$732,578.80		\$732,578.80
3/25/2022	\$1,871,465.37	\$3,000,000.00		\$1,128,459.37		\$5,999,924.74
6/3/2022		\$3,500,000.00	\$1,133,809.94	\$1,095,047.31		\$5,728,857.25
9/30/2022		\$5,259,437.91		\$286,243.00		\$5,545,680.91
12/2/2022		\$4,532,086.97		\$1,091,508.75		\$5,623,595.72
2/24/2023	\$38,766.73	\$4,000,000.00		\$628,010.50		\$4,666,777.23
TBD	-\$6,697.72	\$6,000,000.00	\$368,599.66	\$1,251,668.01		\$7,613,569.95
<b>Grand Total</b>	<b>\$5,712,571.17</b>	<b>\$48,167,159.74</b>	<b>\$5,181,973.85</b>	<b>\$12,450,313.84</b>	<b>\$0.00</b>	<b>\$71,512,018.60</b>

Spend By Date

8/2/2023  
10/1/2024  
6/7/2025  
11/22/2025  
3/13/2026  
10/9/2026  
1/21/2027  
3/19/2027  
6/25/2027  
10/8/2027  
12/17/2027  
1/10/2027  
3/25/2028  
6/3/2028  
9/30/2028  
12/2/2028  
2/24/2029



## Summary of All Recommendations - IFBDAC Meeting #28 - 04/10/2023

Recommend use of new impact fees accrued from 1/1/2023 through 3/31/2023 (amounts provided by Brevard County):

Benefit District	Impact Fees Available (1/1/2023 - 3/31/2023)	IFAC Meeting	Amount Recommended	Project Recommended
South	\$6,368,599.66	4/10/2023	\$6,000,000.00	Central Area Secondary
South		4/10/2023	\$368,599.66	South Area ES Capacity
North	\$1,251,668.01	4/10/2023	\$1,251,668.01	North Elementary Capacity
Total	\$7,620,267.67		\$7,620,267.67	

Recommend reallocation of School Board interest previously allocated at IFBDAC #11 for South Area ES:

Benefit District	Previously Allocated	IFAC Meeting	Amount Recommended	Project Recommended
1	\$6,697.72	4/10/2023	\$6,697.72	Debt
Total	\$6,697.72			

Recommend reallocation of funds previously allocated to Benefit District 3 projects to debt service:

Benefit District	Previously Allocated	IFAC Meeting	Amount Recommended	Project Recommended
3	\$916.45	4/10/2023	\$916.45*	Debt
Total	\$916.45			

<b>\$7,614.17</b>	<b>Total Debt</b>
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\* NOTE: At the IFBDAC #26, the school board interest accrued on Benefit District 3 accounts was allocated to debt service along with any future interest through the time of debt payment.



**EDUCATIONAL IMPACT FEE  
ADVISORY COMMITTEE MEETING #28  
April 10, 2023  
BENEFIT DISTRICT SOUTH**

RECOMMENDATION 1	AMOUNT	VOTE
<b>Recommend use of new impact fees accrued from 1/1/2023 through 3/31/2023 for use on Central Area Secondary:</b>	<b>\$6,000,000.00</b>	
Brevard County / Brian Lock		Yes
Grant-Valkaria / Jason Mahaney		Yes
Indialantic / Michael Casey		Yes
Indian Harbour Beach / John Coffey		Yes
Malabar / Matt Stinnett		Absent
Melbourne / Todd Corwin		Yes
Palm Bay / Alexander Bernard		Yes
Satellite Beach / Brittany Retherford		Yes
West Melbourne / Denise Curry		Yes
Brevard Public Schools / David Lindemann		Yes

RECOMMENDATION 2	AMOUNT	VOTE
<b>Recommend use of new impact fees accrued from 1/1/2023 through 3/31/2023 for use on South Area ES Capacity:</b>	<b>\$368,599.66</b>	
Brevard County / Brian Lock		Yes
Grant-Valkaria / Jason Mahaney		Yes
Indialantic / Michael Casey		Yes
Indian Harbour Beach / John Coffey		Yes
Malabar / Matt Stinnett		Absent
Melbourne / Todd Corwin		Yes
Palm Bay / Alexander Bernard		Yes
Satellite Beach / Brittany Retherford		Yes
West Melbourne / Denise Curry		Yes
Brevard Public Schools / David Lindemann		Yes



**EDUCATIONAL IMPACT FEE  
ADVISORY COMMITTEE MEETING #28  
April 10, 2023  
BENEFIT DISTRICT NORTH**

RECOMMENDATION 1	AMOUNT	VOTE
<b>Recommend use of new impact fees accrued from 1/1/2023 through 3/31/2023 for use on North Elementary Capacity:</b>	<b>\$1,251,668.01</b>	
Brevard County / Brian Lock		Yes
Cape Canaveral / Kyle Harris		Yes
Cocoa / Bryant Smith		Absent
Cocoa Beach / Christie Anderson		Yes
Rockledge / John Cooper		Yes
Titusville / Brad Parrish		Yes
Brevard Public Schools / David Lindemann		Yes





**EDUCATIONAL IMPACT FEE  
ADVISORY COMMITTEE MEETING #28  
April 10, 2023  
BENEFIT DISTRICT 1**

RECOMMENDATION 1	AMOUNT	VOTE
<b>Recommend use of previously unallocated school board interest accrued through 6/30/2022 for use on debt service:</b>	<b>\$6,697.72</b>	
Brevard County / Brian Lock		Yes
Grant-Valkaria / Jason Mahaney		Yes
Indialantic / Michael Casey		Yes
Malabar / Matt Stinnett		Absent
Melbourne / Todd Corwin		Yes
Palm Bay / Alexander Bernard		Yes
West Melbourne / Denise Curry		Yes
Brevard Public Schools / David Lindemann		Yes



**EDUCATIONAL IMPACT FEE  
ADVISORY COMMITTEE MEETING #28  
April 10, 2023  
BENEFIT DISTRICT 3**

RECOMMENDATION 1	AMOUNT	VOTE
<b>Recommend reallocation of funds previously allocated to Benefit District 3 projects to debt service:</b>	<b>\$916.45*</b>	
Brevard County / Brian Lock		Yes
Cocoa / Bryant Smith		Absent
Rockledge / John Cooper		Yes
Brevard Public Schools / David Lindemann		Yes

\*NOTE: At the IFBDAC #26, the school board interest accrued was allocated to debt service along with any future interest through the time of debt payment.



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.3.

5/9/2023

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### Subject:

Approval RE: Transportation Impact Fee Technical Advisory Committee for the North Mainland Benefit District Project Funding Recommendation (Districts 1 and 2).

### Fiscal Impact:

The Transportation Impact Fees that will fund this project recommendation 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. \$1,000,000 will be disbursed to Brevard County Public Works if approved.

### Dept/Office:

Planning and Development Department

### Requested Action:

It is requested that the Board of County Commissioners consider approval of the Brevard County Public Works Department project funding recommendation in the amount of \$1,000,000 as prepared by the Technical Advisory Committee for the North Mainland Benefit District on April 11, 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 North Mainland Benefit District met on April 11, 2023 and unanimously adopted the project funding recommendation itemized below. The Technical Advisory Committee consists of representatives from the City of Titusville and Brevard County.

The Brevard County Public Works Department wishes to request disbursement of \$1,000,000 of impact fees collected in the unincorporated area of the North Mainland Benefit District to fund design costs associated with the Grissom Parkway Widening project. A feasibility study for this project has been completed.

### Project Funding Recommendation:

1. Appropriate \$1,000,000 for the design of Grissom Parkway Widening (from Port St. John Parkway to North of Fay Boulevard).

### Clerk to the Board Instructions:



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.4.

5/9/2023

### Subject:

Final Plat and Contract Approval, Re: North Island Villas  
Developer: North Island Villas (FL) Owner IV, LLC

District 2

### Fiscal Impact:

None

### Dept/Office:

Planning and Development

### Requested Action:

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

### Summary Explanation and Background:

There are three stages of review for subdivision plan approval: the pre-application conference, the preliminary plat/final engineering plan review, and the final plat review. The pre-application conference for the above project was held on August 27, 2018. The preliminary plat and final engineering plans, which is the second stage of approval, were approved on March 10, 2022. The third stage of review is the final plat approval for recordation. The applicant is posting a performance bond and contract for guarantee of the completion of the infrastructure improvements.

Staff has reviewed the final plat and contract for the North Island Villas, and has determined that it complies with the applicable ordinances.

The parcel is zoned RA-2-4 with a recorded Binding Development Plan recorded in ORB 8003, Page 355 limiting the density to 48 units. The proposal is for 48 town home sites on 12.85 acres.

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

Reference: 22FM00020, 18SD00016

Contact: Tim Craven, Planner II, Ext. 58266

### Clerk to the Board Instructions:

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



**Subdivision Infrastructure  
Contract**

THIS CONTRACT entered into this 9 day of MAY, 2023, by and between the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as "COUNTY," and North Island Villas (FL) Owner IV LLC, 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 18SD00016//22FM00020. A copy of said plat to be recorded in the Plat Books of the Public Records of Brevard County.

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

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

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

3. The PRINCIPAL agrees to complete said construction on or before the 14<sup>th</sup> day of April, 2025.

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 \$ 3,572,577.69. If such bond is a cash bond or a certificate of deposit, said amount shall be deposited with the Board of County Commissioners within five (5) business days of the County's acceptance of this contract. Said bond shall be 125% of the estimated cost of construction, as determined by the Land Development Division. PRINCIPAL shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the COUNTY to ensure proper accounting for all funds expended under the agreement. Said records shall be made available upon request for audit purposes to Brevard County and its auditors.
5. The COUNTY agrees to accept said plat above described for recording in the public records of Brevard County, Florida and to accept the areas depicted thereon as dedicated for public use, including but not limited to streets and parks, at such time as said improvements are satisfactorily completed. Satisfactory completion in accordance with the plans and specifications shall be determined by written approval of the County Development Engineer or designated assistant.
6. In the event, PRINCIPAL fails to complete said improvements within the time prescribed, the COUNTY may elect to take all or any of the following actions:
  - A. Vacate all or part of such recorded plat where improvements have not Been completed in accordance with the plans and specifications,
  - B. Complete the improvements utilizing COUNTY employees and materials and request payment from the bond or the PRINCIPAL,
  - C. Request the surety on said performance bond to complete such improvements, or
  - D. Contract for completion of said improvements.
7. The PRINCIPAL and Surety on said performance bond shall be liable for all costs, expenses, and damages incurred by the COUNTY, including attorney's fees, in the event the PRINCIPAL defaults on this contract.
8. In the performance of this Agreement, the PRINCIPAL shall keep books, records, and accounts of all activities, related to the agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the Office and shall be retained by the PRINCIPAL for a period of three years after termination of this agreement. All records, books and accounts related to the performance of this agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes.
9. No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this agreement shall be subject to copyright by PRINCIPAL in the United States or any other country.

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

ATTEST:

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

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

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

As approved by the Board on: MAY 9, 2023.

WITNESSES:

Jua  
ALEXANDRA MUSCA

[Signature]  
SCOTT JACKSON

PRINCIPAL:

[Signature]

Jay Byce, as Authorized Representative,  
North Island Villas (FL) Owner IV, LLC

April 14<sup>th</sup>, 2023  
DATE

State of: GEORGIA

County of: FORSYTH

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 2023, by Jay Byce who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

My commission expires: Dec. 8<sup>th</sup> 2026

S E A L

Commission Number:



[Signature]  
Notary Public

CRENGUTA TAMASU  
Notary Name printed, typed or stamped



## SURETY PERFORMANCE BOND

## KNOW ALL MEN BY THESE PRESENTS:

That we, North Island Villas (FL) Owner IV LLC, hereinafter referred to as "Owner" and, Great Midwest Insurance Company, 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 \$ 3,572,577.69, 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 9 day of MAY, 20 23, 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 April 14th, 20 25, 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 14th day of April, 20 23.

OWNER:

Jay Byce  
Jay Byce, North Island Villas (FL) Owner IV LLC

SURETY: Great Midwest Insurance Company

Stephen T. Kazmer  
Stephen T. Kazmer, Attorney-in-Fact

Pre-approved Form reviewed for  
Legal form and content: 12/18/07



**POWER OF ATTORNEY**  
**Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Kelly A. Gardner, Stephen T. Kazmer, Jennifer J. McComb, James I. Moore, Tariese M. Pisciotto, Melissa Schmidt, Martin Moss

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:


Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

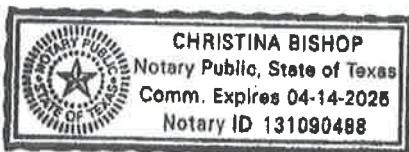



**GREAT MIDWEST INSURANCE COMPANY**

BY   
Mark W. Haushill  
President

**ACKNOWLEDGEMENT**

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY   
Christina Bishop  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 14th Day of April, 2023



BY   
Leslie K. Shaunty  
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

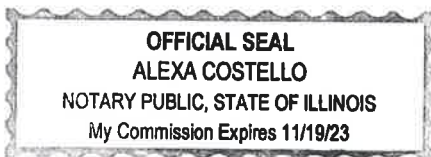
STATE OF ILLINOIS }  
COUNTY OF DU PAGE}

On April 14, 2023, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Stephen T. Kazmer, known to me to be Attorney-in-Fact of Great Midwest Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 19, 2023

Alexa Costello  
Alexa Costello, Notary Public  
Commission No. 904586





# NORTH ISLAND VILLAS

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 23 SOUTH, RANGE 36 EAST,  
BREVARD COUNTY, FLORIDA

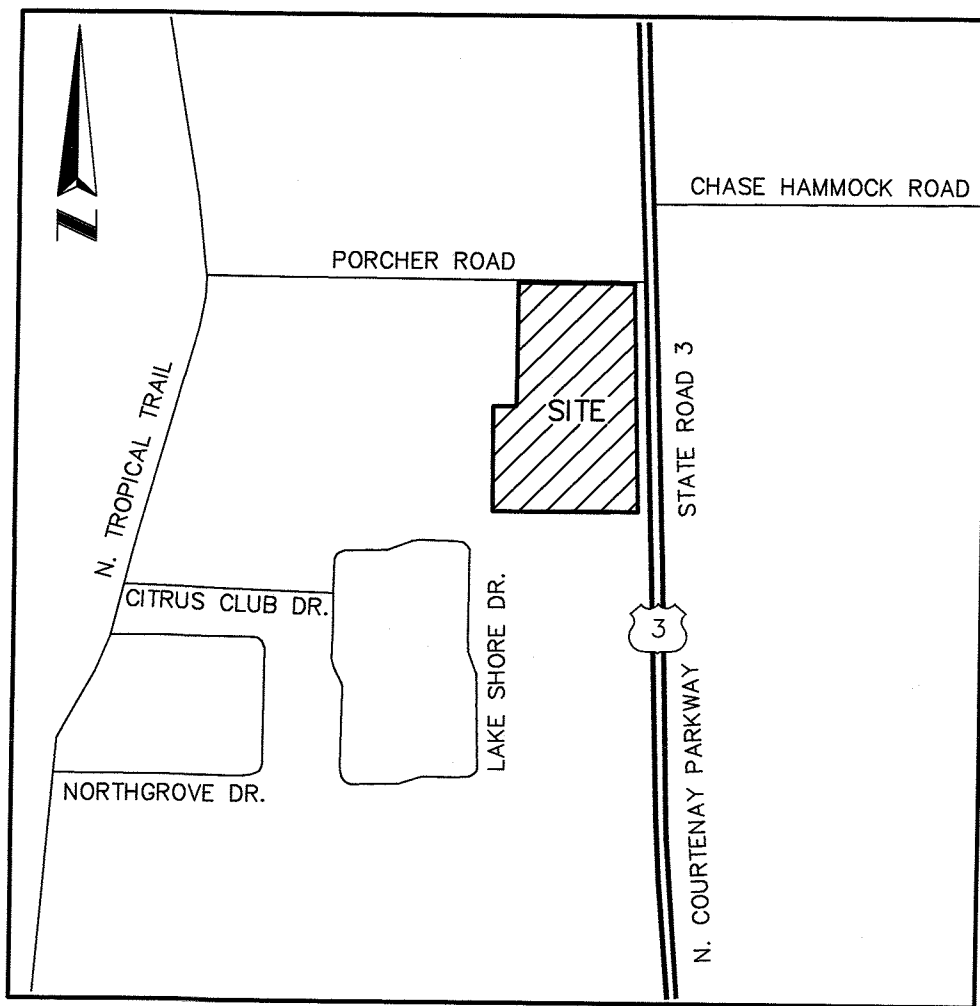
## LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 34, TOWNSHIP 23 SOUTH, RANGE 36 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 34 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°09'23" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1333.42 FEET TO THE SOUTH LINE OF THE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°58'22" WEST, ALONG SAID SOUTH LINE, 97.74 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NORTH COURTENAY PARKWAY,(STATE ROAD 3) ACCORDING TO DEED BOOK 247, PAGE 174 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN NORTH 89°58'22" WEST, ALONG SAID SOUTH LINE ALSO BEING THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6777, PAGE 2090 OF SAID PUBLIC RECORDS, 625.08 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5386, PAGE 8735 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 01°57'59" WEST, ALONG THE EAST LINE OF SAID LANDS, 458.88 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5452, PAGE 5354 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°52'38" EAST, ALONG THE SOUTH LINE OF SAID LANDS, 111.50 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 00°11'35" WEST, ALONG THE EAST LINE OF SAID LANDS, 539.42 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE RUN NORTH 89°52'00" EAST, ALONG SAID NORTH LINE, 496.87 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF NORTH COURTENAY PARKWAY; THENCE RUN SOUTH 01°57'48" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1000.31 FEET TO THE POINT OF BEGINNING.

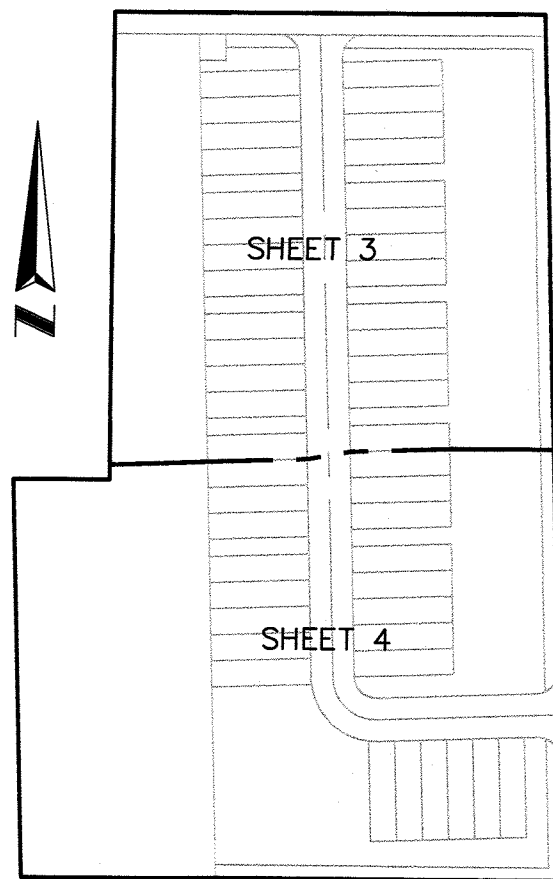
THE ABOVE DESCRIBED TRACT OF LAND LIES IN BREVARD COUNTY, FLORIDA AND CONTAINS 12.85 ACRES MORE OR LESS.

TRACTS					
TRACT(S)	DESCRIPTION	AREA Sq. Ft.	AREA acres	OWNED BY	MAINTAINED BY
A	BUFFER	8,145	0.19	HOA	HOA
B	BUFFER/UTILITY	1,146	0.03	HOA	HOA
C	BUFFER	14,427	0.33	HOA	HOA
D	RECREATION/DRAINAGE	43,820	1.01	HOA	HOA
E	CONSERVATION	157,300	3.61	HOA	HOA
F	OPEN SPACE	2,300	0.05	HOA	HOA
G	OPEN SPACE	2,300	0.05	HOA	HOA
H	OPEN SPACE/DRAINAGE	2,300	0.05	HOA	HOA
I	OPEN SPACE/DRAINAGE	2,300	0.05	HOA	HOA
J	OPEN SPACE/UTILITY/DRAINAGE	2,652	0.06	HOA	HOA
K	STORMWATER	92,007	2.11	HOA	HOA
L	LIFT STATION	923	0.02	BREVARD COUNTY	BREVARD COUNTY
M	RIGHT-OF-WAY DEDICATION	12,431	0.29	BREVARD COUNTY	BREVARD COUNTY



VICINITY MAP (NOT TO SCALE)

SHEET INDEX  
SHEET 1 OF 4 - LEGAL DESCRIPTION, NOTES,  
LEGEND & DEDICATION  
SHEET 2 OF 4 - BOUNDARY INFORMATION  
SHEET 3 & 4 OF 4 - TRACT & LOT GEOMETRY



INDEX MAP (NOT TO SCALE)

## PLAT NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 34-23-36, AS BEING SOUTH 00°09'23" WEST.
- ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED NON-RADIAL (NR).
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA 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.
- TRACTS A AND C (BUFFER TRACTS) SHALL BE OWNED AND MAINTAINED BY THE NORTH ISLAND VILLAS HOMEOWNERS ASSOCIATION, INC. (ASSOCIATION).
- TRACT B (BUFFER/UTILITY TRACT) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT D (RECREATION/DRAINAGE TRACT) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT E (CONSERVATION TRACT) SHALL BE OWNED BY THE ASSOCIATION WITH DEVELOPMENT RIGHTS DEDICATED TO THE COUNTY AND SHALL HAVE NO MECHANIZED ACTIVITY, DISCHARGE, DUMPING, DREDGING/FILLING, CHEMICAL APPLICATION OR CUTTING/REMOVAL OF NATIVE SPECIES, AND/OR EXOTIC SPECIES BY HAND PERMITTED.
- TRACT L (LIFT STATION AND TRACT M (RIGHT-OF-WAY) SHALL BE CONVEYED TO BREVARD COUNTY VIA SEPARATE INSTRUMENT.
- TRACTS F AND G (OPEN SPACE TRACTS) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- H AND I (OPEN SPACE/DRAINAGE TRACTS) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT J (OPEN SPACE/UTILITY/DRAINAGE TRACT) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- TRACT K (STORMWATER/DRAINAGE TRACT) SHALL BE OWNED AND MAINTAINED BY THE ASSOCIATION.
- ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNERS ASSOCIATION TO MAINTAIN.
- EACH LOT OWNER PURCHASING A LOT SHOWN ON THIS PLAT CONSENTS TO THE IMPOSITION OF A MUNICIPAL SERVICE BENEFIT UNIT BY BREVARD COUNTY OR OTHER GOVERNMENTAL ENTITY FOR MAINTENANCE OF COMMON AREAS IN THE EVENT OF THE FAILURE OF THE HOMEOWNERS' ASSOCIATION TO MAINTAIN PROPERLY THE COMMON AREAS IN CONFORMANCE WITH THE APPLICABLE REGULATORY PERMITS OR OTHER APPLICABLE REGULATIONS. AN EASEMENT TO THE COMMON AREA MUST BE GRANTED TO BREVARD COUNTY PRIOR TO ESTABLISHMENT OF AN MSBU.
- 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.
- THE UTILITY, DRAINAGE AND SIDEWALK EASEMENT (U.D.S.E.) SHOWN HEREON IS PRIVATE AND IS DEDICATED TO AND MAINTAINED BY THE ASSOCIATION.
- THE COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM OF FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2011 (N.A.D. '83/'11) AND ARE PROVIDED TO COMPLY WITH BREVARD COUNTY SITE PLAN REQUIREMENTS. ALL DISTANCES DEPICTED HEREON ARE GROUND DISTANCES. THE FOLLOWING HORIZONTAL CONTROL STATION WAS UTILIZED TO ESTABLISH THE STATE PLANE COORDINATES SHOWN HEREON:

STATION NAME:PID : AK6484  
NORTHING: 1,498,676.40 EASTING 749,822.16  
LATITUDE: 28°27'22.38445 (N) LONGITUDE: 080°43'11.39042(W)  
COMBINED SCALE FACTOR: 0.99995480  
CONVERGENCE: 00°08'00.6"

- BENCHMARKS PID# D6A31 IS LOCATED WITHIN THE BOUNDARY OF THE PLAT AS SHOWN HEREON. PLEASE CALL BREVARD COUNTY SURVEYING AND MAPPING FOR VERTICAL INFORMATION.
- LOT CORNERS SHALL BE SET IN ACCORDANCE WITH CHAPTER 177.091(9) FLORIDA STATUTES.
- BREVARD COUNTY SHALL HAVE THE RIGHT TO DISCHARGE DRAINAGE FROM THE PUBLIC RIGHTS-OF-WAY INTO AND THROUGH THE PRIVATE DRAINAGE EASEMENTS AND TRACTS.
- ALL DRAINAGE EASEMENTS AND TRACTS DESCRIBED HEREON SHALL BE PRIVATE EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREON. BREVARD COUNTY SHALL NOT HAVE ANY RESPONSIBILITY REGARDING THE MAINTENANCE, REPAIR AND/OR RESTORATION OF ANY STORM PIPES, STORM STRUCTURES OR ASSOCIATED STORM WATER MANAGEMENT FACILITIES LOCATED WITHIN THE LIMITS OF ANY SUCH PRIVATE DRAINAGE EASEMENT OR TRACTS, AND SUCH MAINTENANCE, REPAIR AND/OR RESTORATION SHALL BE THE RESPONSIBILITY OF THE NORTH ISLAND VILLAS HOMEOWNERS ASSOCIATION. BREVARD COUNTY IS HEREBY GRANTED THE RIGHT TO DISCHARGE STORMWATER DRAINAGE FROM ALL PUBLIC RIGHT-OF-WAYS WITHIN OR ADJOINING THE LIMITS OF THIS PLAT INTO AND THROUGH SUCH PRIVATE DRAINAGE EASEMENTS AND TRACTS, NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT ANY DRAINAGE PIPES OR STRUCTURES ASSOCIATED WITH SUCH PRIVATE DRAINAGE EASEMENTS ARE ALSO WITHIN THE RIGHT-OF-WAY OF THE PUBLIC STREET DRAINING INTO SUCH EASEMENT IMPROVEMENTS. BREVARD COUNTY SHALL BE RESPONSIBLE FOR MAINTAINING ONLY THOSE DRAINAGE PIPES AND STRUCTURES LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY.
- THE BINDING DEVELOPMENT PLAN IS RECORDED IN OFFICIAL RECORDS BOOK 8003, PAGE 355 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
- THE LANDS SHOWN HEREON ARE SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION, AND EASEMENTS FOR NORTH ISLAND VILLAS AND THE CREATION OF THE NORTH ISLAND VILLAS HOMEOWNER'S ASSOCIATION, ACCORDING TO OFFICIAL RECORDS BOOK 9693, PAGE 2748 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SEE SHEET 2 FOR CONTINUATION OF PLAT NOTES.

## LEGEND

- U.E. utility easement
- P.D.E. private drainage easement
- U.D.S.E. public utility/private drainage/private sidewalk easement
- D.U.E. drainage utility easement
- D.E. private drainage easement
- set nail & disk stamped PCP LB #6723
- permanent control point (PCP)
- ⊙ centerline
- NR non radial
- CCR # Certified Corner Record Number
- set 4"x4" concrete monument stamped PRM LB #6723 permanent reference monument (PRM)
- PC point of curvature
- PT point of tangency
- PI point of intersection
- R/W right-of-way
- LB licensed business
- set 1/2" iron rod & cap stamped LB #6723
- MSBU Municipal Service Benefit Unit
- sq.ft. square feet
- HOA Homeowners Association
- NAVD88 North American Vertical Datum 1988

SHEET 1 OF 4

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

SECTION 34, TOWNSHIP 23 SOUTH, RANGE 36 EAST

NORTH ISLAND VILLAS

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that North Island Villas (FL) Owner IV LLC a Delaware limited liability company, being the owner in fee simple of all of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates Tract L (Lift Station), Tract M (Right-of-way) and Honeytree Lane and public utility easements to the perpetual use of the public.

IN WITNESS WHEREOF, the undersigned North Island Villas (FL) Owner IV LLC a Delaware limited liability company has caused these presents to be executed and acknowledged by its undersigned Officer thereunto duly authorized on this 12 day of April, 2023.

By: North Island Villas (FL) Owner IV LLC a Delaware limited liability company

By: Jay Byce  
Printed Name: Jay Byce  
Title: Authorized Representative

Signed and sealed in the presence of:

Printed Name of Witness: Scott Dickerson

Printed Name of Witness: Alexandra Musca

STATE OF Georgia  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me, by megrs of [X] physical presence or [ ] online notarization, this 12 day of April, 2023, by Jay Byce as Authorized Representative of North Island Villas (FL) Owner IV LLC a Delaware limited liability company, on behalf of the company, such person X is personally known to me or [ ] has produced as/identification.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

Notary Public Georgia  
Printed Name: Michelle Wong White  
Commission Number: \_\_\_\_\_  
Commission Expires: 10/24/26

## CERTIFICATE OF COUNTY SURVEYOR

I hereby certify that I have reviewed the foregoing plat and find that it complies with all requirements of Chapter 177, Part 1, Florida Statutes, and County Ordinance 62-2841(C)(D) as amended.

County Surveyor's Signature \_\_\_\_\_ Registration No. \_\_\_\_\_ Date \_\_\_\_\_  
Michael Sweeney, PSM County Surveyor

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

THIS IS TO CERTIFY, That the Board of County Commissioners hereby accepts Honeytree Lane, Tract L (Lift Station) and Tract M (Right-of-way) and the public utility easements for the public use dedicated under this plat.

Rita Pritchett, Chair  
Attest: \_\_\_\_\_  
Clerk of the Board

## CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on \_\_\_\_\_ 2023 the foregoing Plat was approved by the Board of County Commissioners of Brevard County, Florida.

Rita Pritchett, Chair  
Attest: \_\_\_\_\_  
Clerk of the Board

## CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Part 1, Florida Statutes and was filed for record on \_\_\_\_\_ 2023 at \_\_\_\_\_.

File No. \_\_\_\_\_  
By: \_\_\_\_\_ D.C.  
Clerk of the Circuit Court  
in and for Brevard County, Florida.

## NOTICE:

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

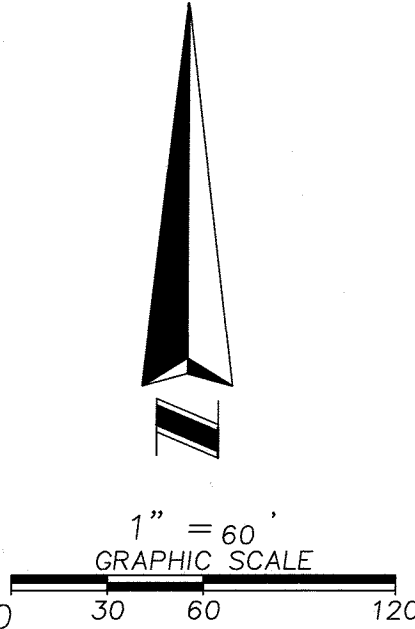
## CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, That the undersigned being a licensed and registered land surveyor in the State of Florida, does hereby certify that on 12-08-2022, I completed the Boundary Survey of the lands shown in the foregoing plat. This plat was prepared under my direction and supervision. This plat complies with all the survey requirements of Chapter 177, Part 1, Florida Statutes and Brevard County Code Section 62-2841(C)(D).

By: JLPL  
JAMES L. RICKMAN P.S.M. 5633  
Allen & Company  
Licensed Business # 6723  
16 East Plant Street  
Winter Garden, Florida 34787

NORTH ISLAND VILLAS

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 23 SOUTH, RANGE 36 EAST,  
BREVARD COUNTY, FLORIDA



PLAT NOTES CONTINUED.

WE HAVE REVIEWED THE OPINION LETTER FOR NORTH ISLAND VILLAS, PREPARED BY GREENBERG TRAURIG, DATED MARCH 20, 2023. THOSE INSTRUMENTS INCLUDED AS SPECIAL EXCEPTIONS HAVE BEEN EXAMINED AND ARE REFLECTED TO THE EXTENT THEY AFFECT THE SUBJECT PROPERTY.

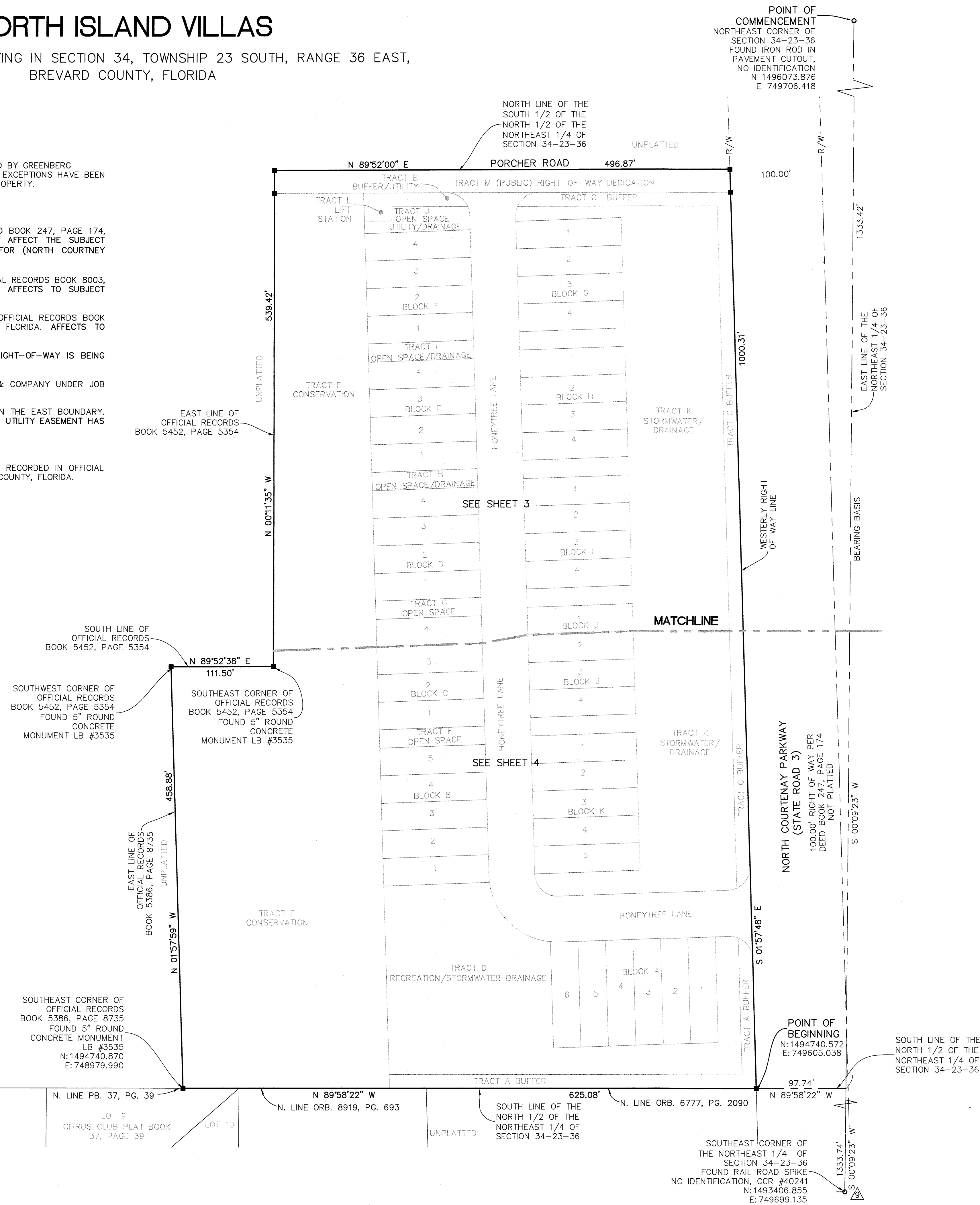
SPECIAL EXCEPTIONS:

- (B) DEED IN FAVOR OF THE STATE OF FLORIDA BY DEED RECORDED IN DEED BOOK 247, PAGE 174, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. DOES NOT AFFECT THE SUBJECT PROPERTY, IS CONTIGUOUS AND IS SHOWN HEREON. RIGHT-OF-WAY FOR (NORTH COURTNEY PARKWAY, STATE ROAD 3)
- (C) BINDING DEVELOPMENT PLAN WITH BREVARD COUNTY RECORDED IN OFFICIAL RECORDS BOOK 8003, PAGE 355, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. AFFECTS TO SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
- (D) RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 8463, PAGE 2740, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. AFFECTS TO SUBJECT PROPERTY BUT CANNOT BE SHOWN, BLANKET IN NATURE.
- (E) RIGHT OF WAY OF PORCHER ROAD AS NOW LAID OUT AND IN USE. RIGHT-OF-WAY IS BEING DEDICATED TO THE PUBLIC PER THIS PLAT AS TRACT M.
- (F) SURVEY PREPARED BY JAMES L. RICKMAN, PSM NO. 5633 FOR ALLEN & COMPANY UNDER JOB NO. 20210929 DATE NOVEMBER 24, 2021 SHOWS THE FOLLOWING:  
a. GUY WIRES, POWER POLES AND OVERHEAD UTILITY LINES LOCATED UPON THE EAST BOUNDARY. AFFECTS THE SUBJECT PROPERTY AS SHOWN ON THE SURVEY. A PUBLIC UTILITY EASEMENT HAS BEEN CREATED BY THIS PLAT FOR THESE ENCROACHMENTS.

NOTE: THIS EXCEPTION WILL NOT APPLY UPON RECORDING OF THE PLAT

- (G) DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 9693, PAGE 2748, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

- LEGEND**
- U.E. utility easement
  - P.D.E. private drainage easement
  - U.D.S.E. public utility/private drainage/private sidewalk easement
  - D.U.E. drainage utility easement
  - D.E. private drainage easement
  - set nail & disk stamped LB #6723
  - ⊙ permanent control point (PCP)
  - ⊙ centerline
  - NR non radial
  - CCR # Certified Corner Record Number
  - set 4"x4" concrete monument LB #6723
  - permanent reference monument (PRM)
  - PC point of curvature
  - PT point of tangency
  - PI point of intersection
  - R/W right-of-way
  - LB licensed business
  - set 1/2" iron rod & cap LB #6723
  - MSBU Municipal Service Benefit Unit
  - sq.ft. square feet
  - HOA Homeowners Association
  - NAVD88 North American Vertical Datum 1988



**SHEET INDEX**  
SHEET 1 OF 4 - LEGAL DESCRIPTION, NOTES, LEGEND & DEDICATION  
SHEET 2 OF 4 - BOUNDARY INFORMATION  
SHEET 3 & 4 OF 4 - TRACT & LOT GEOMETRY

**ALLEN & COMPANY**  
Founded in 1988

SURVEYING • MAPPING  
GEOSPATIAL SERVICES  
www.allen-company.com

16 EAST PLANT STREET  
WINTER GARDEN, FLORIDA 34787  
(407) 654-5355 LB #6723



NORTH ISLAND VILLAS

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 23 SOUTH, RANGE 36 EAST,  
BREVARD COUNTY, FLORIDA

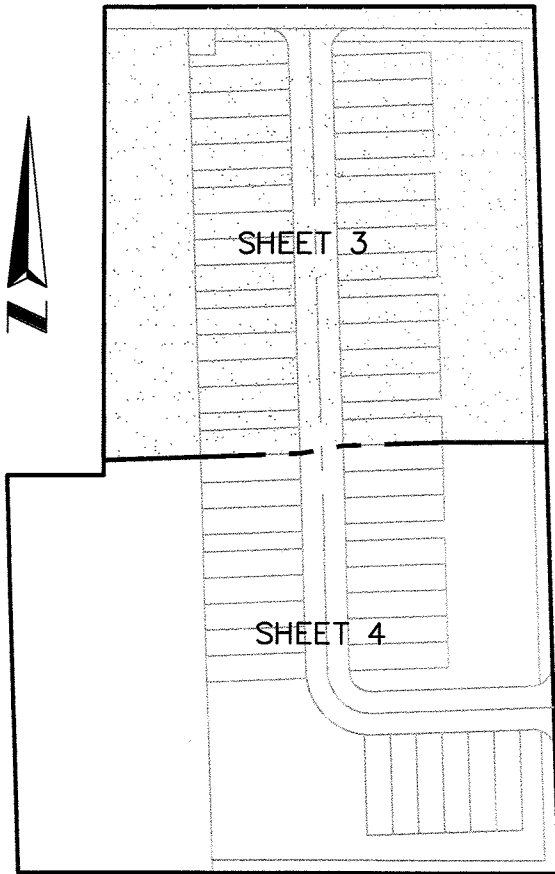
PLAT BOOK PAGE  
SECTION 34, TOWNSHIP 23 SOUTH, RANGE 36 EAST

SHEET 3 OF 4

CURVE TABLE				
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA
C9	25.00'	N46°03'38"W	34.78'	88°08'44"
C10	25.00'	N12°50'59"W	9.42'	21°43'25"
C11	25.00'	N56°55'21"W	27.39'	66°25'19"
C12	25.00'	N43°56'22"E	35.92'	91°51'16"
C13	25.00'	S56°39'20"W	27.39'	66°25'19"
C14	25.00'	S10°43'42"W	11.01'	25°25'57"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°52'00"W	30.98'
L2	N00°08'00"W	30.26'
L3	N89°52'00"E	30.00'
L4	N01°59'16"W	30.28'

- LEGEND
- U.E. utility easement
  - P.D.E. private drainage easement
  - U.D.S.E. public utility/private drainage/private sidewalk easement
  - D.U.E. drainage utility easement
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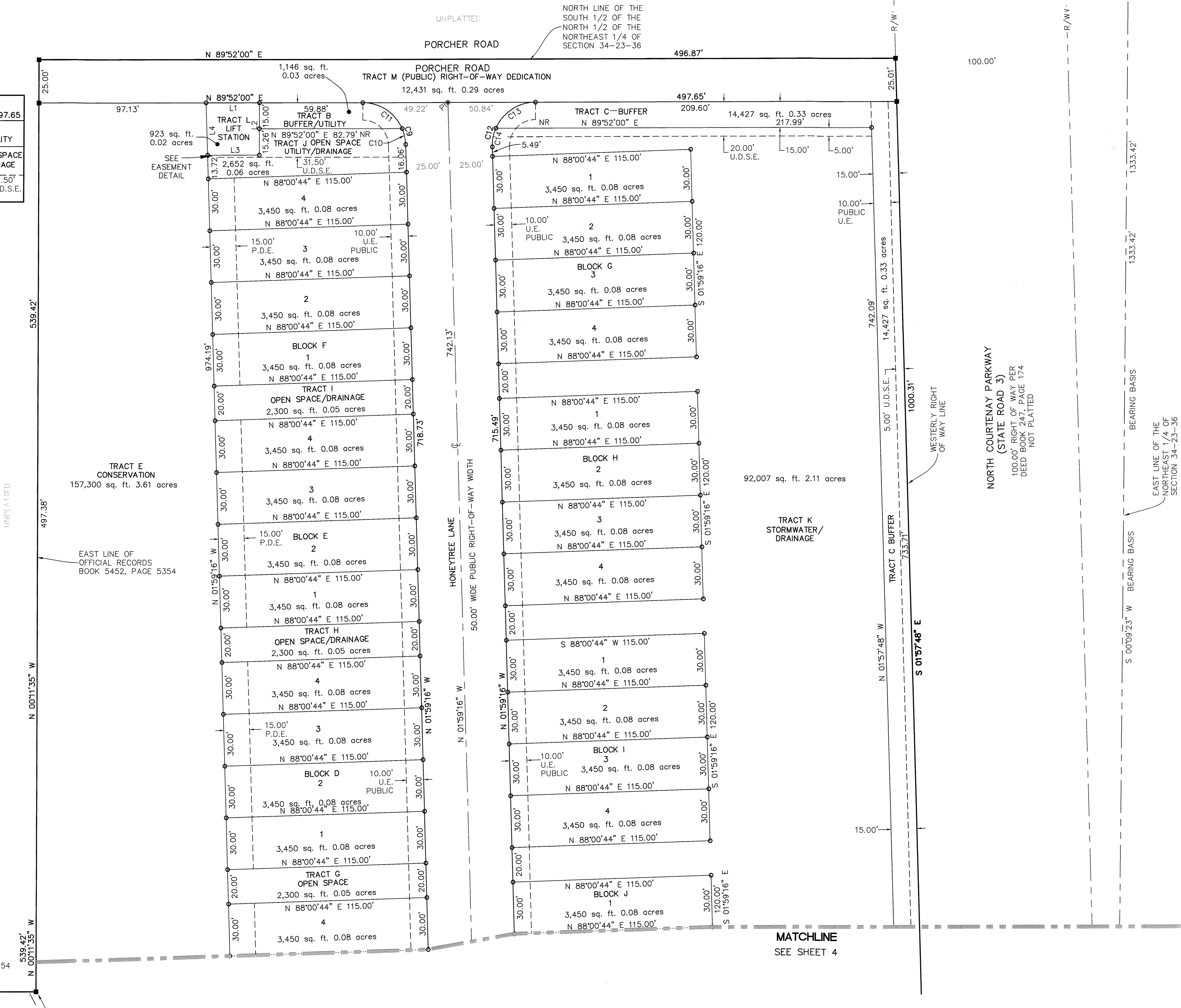
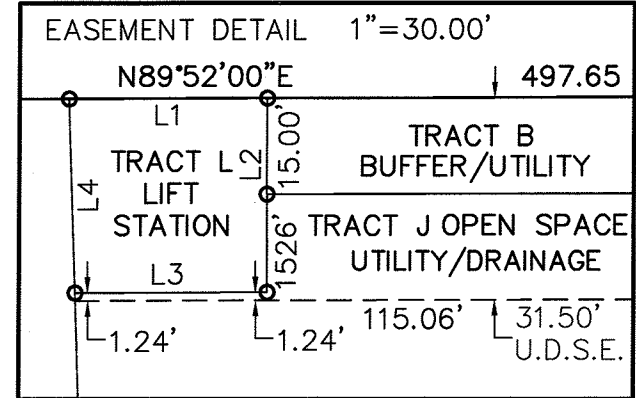
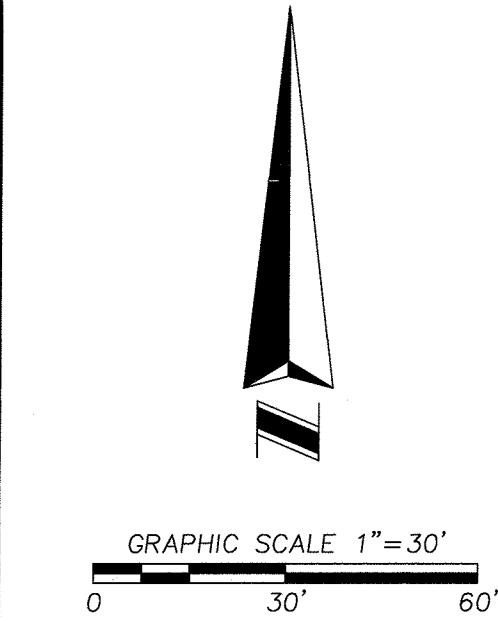


INDEX MAP (NOT TO SCALE)



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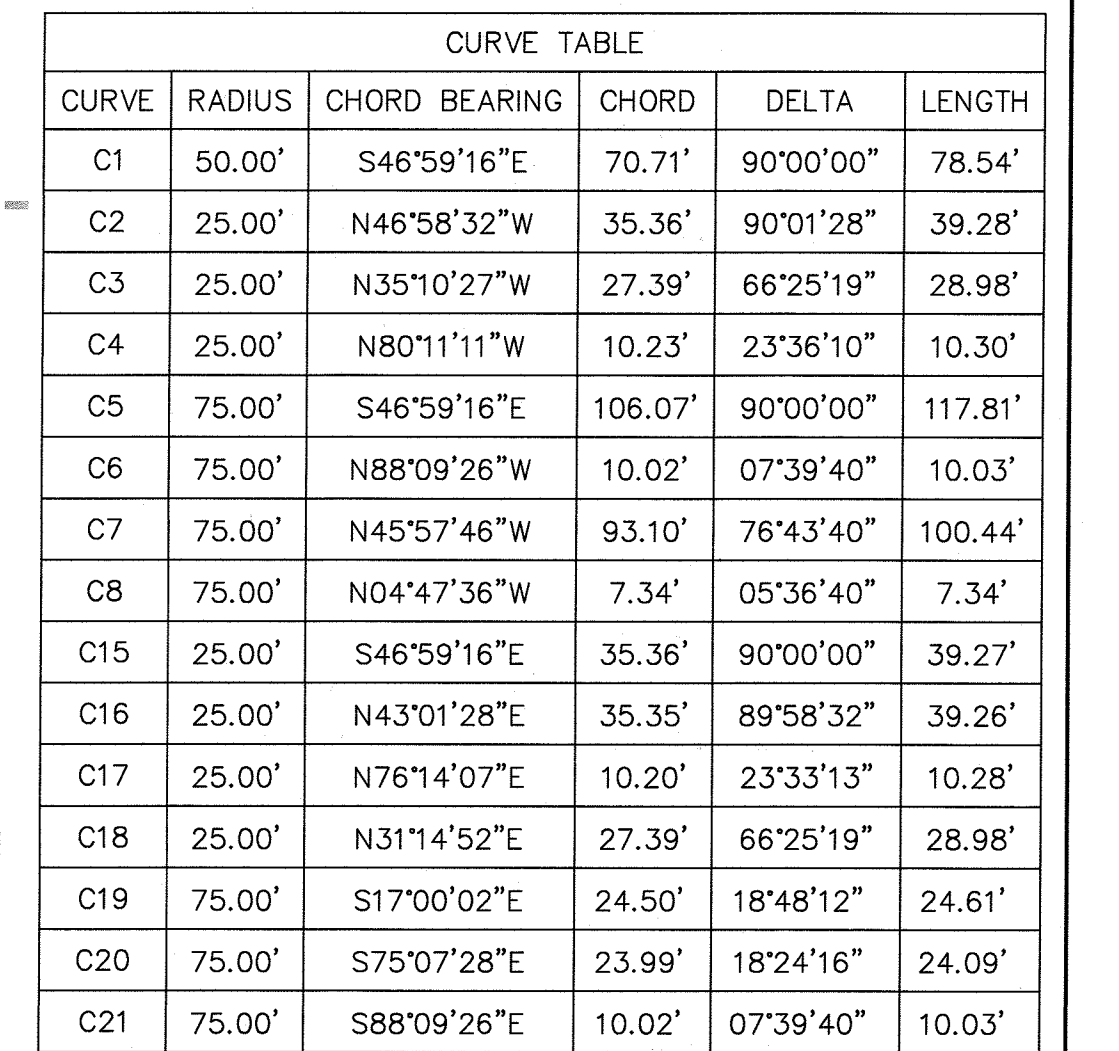
SHEET INDEX  
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LEGEND & DEDICATION  
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SHEET 3 & 4 OF 4 - TRACT & LOT GEOMETRY



MATCHLINE  
SEE SHEET 4

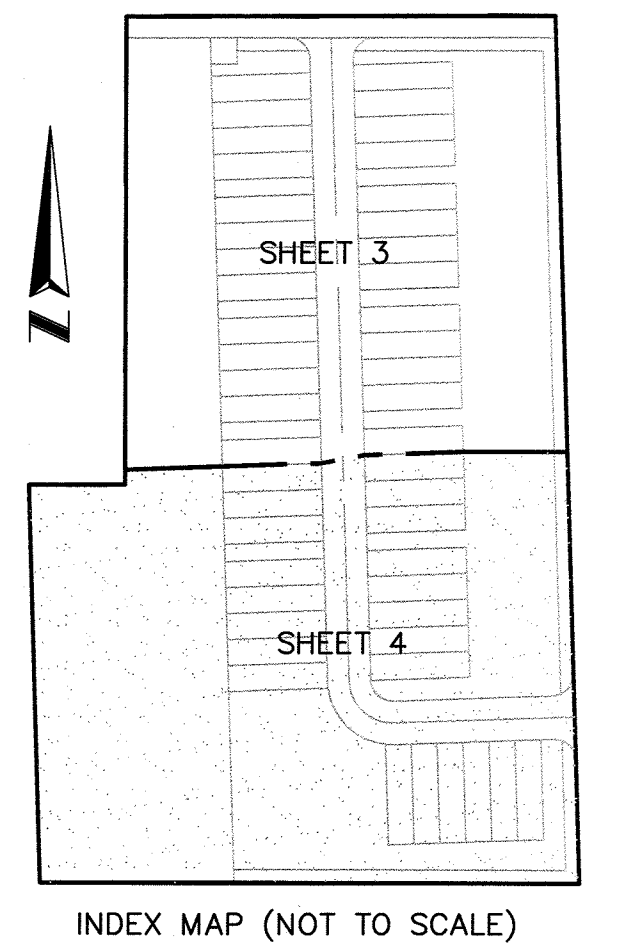
SHEET 4 OF 4

PLAT BOOK \_\_\_\_ PAGE \_\_\_\_  
SECTION 34, TOWNSHIP 23 SOUTH, RANGE 36 EAST

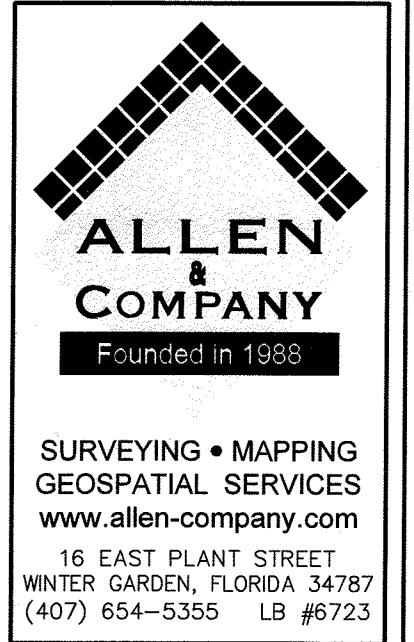


**LEGEND**

U.E.	utility easement
P.D.E.	private drainage easement
U.D.S.E.	public utility/private drainage/private sidewalk easement
D.U.E.	drainage utility easement
D.E.	private drainage easement
●	set nail & disk stamped LB #6723 permanent control point (PCP)
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CCR #	Certified Corner Record Number
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○	set 1/2" iron rod & cap LB #6723
MSBU	Municipal Service Benefit Unit
sq.ft.	square feet
HOA	Homeowners Association
NAVD88	North American Vertical Datum 1988

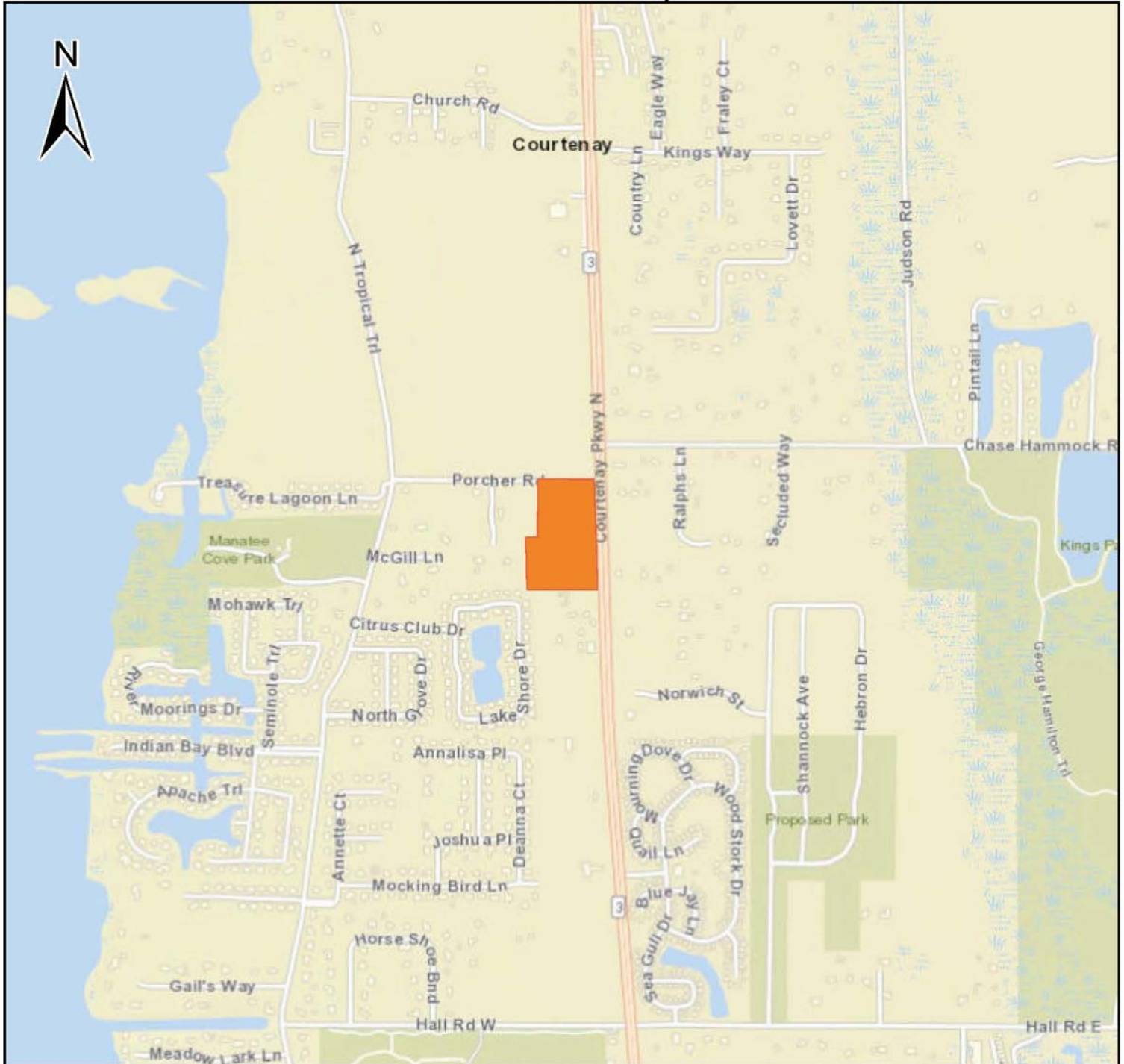


LINE TABLE		
LINE	BEARING	LENGTH
L5	N88°00'44"E	1.00'
L6	N01°59'16"W	7.33'
L7	N01°59'16"W	23.67'
L8	N88°00'44"E	7.71'
L9	N40°16'41"W	10.99'
L10	S88°00'44"W	16.14'
L11	S88°00'44"W	10.00'
L12	S02°02'55"E	1.00'





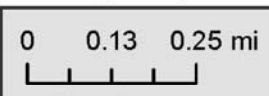
# Location Map



Subject Property in Orange

Disclaimer: 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.

Scale: 1:18,000  
1 inch equals 1,500 feet







# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

---

F.5.

5/9/2023

---

### **Subject:**

Approval, Re: Dedication of Utility Easement from Brevard Constructors, Inc. for the Folsom Center Project - District 1

### **Fiscal Impact:**

None

### **Dept/Office:**

Public Works Department / Land Acquisition / Utility Services Department

### **Requested Action:**

It is requested that the Board of County Commissioners approve and accept the attached Utility Easement.

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

The subject property is located in Section 17, Township 21 South, Range 35 East, west of US Highway 1, north of West Main Street on Folsom Road in Mims.

Brevard Constructors Inc., owner, has obtained Right of Way/Easement permit number 21RW01541 from the County for improvements to be constructed within the Folsom Road right of way to enable the Folsom Center warehouse to connect to the County water and sewer system. Upon review of the site plan, the Utility Services Department determined a utility easement is needed for access to the water meter. The owner has agreed to dedicate the attached utility easement.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

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

## BOARD OF COUNTY COMMISSIONERS

### AGENDA REVIEW SHEET

AGENDA: Dedication of Utility Easement from Brevard Constructors, Inc. for the Folsom Center Project – District 1

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lisa J. Kruse, Land Acquisition Specialist II

CONTACT PHONE: 321-350-8353

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u></u>	<u>                    </u>	<u>4-7-23</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u><i>CMS</i></u>	<u>                    </u>	<u>4-11-2023</u>

Prepared by and return to: Lisa J. Kruse  
Public Works Department, Land Acquisition  
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940  
A portion of Interest in Tax Parcel ID: 21-35-17-50-\*-1

## UTILITY EASEMENT

**THIS INDENTURE**, made this 30<sup>th</sup> day of March, 2023, between Brevard Constructors, Inc. a Florida corporation, whose address is 2023 North Carpenter Road, Titusville, Florida 32796, as the first party, and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the second party, for the use and benefit of Brevard County, Florida.

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

The land affected by the granting of the easement is located in Section 17, Township 21 South, Range 35 East, Brevard County, Florida, and being more particularly described as follows:

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

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

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

(Signatures and Notary on next page)

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

Signed, sealed and delivered in the presence of:

*Russell K Gordon*

Witness

Russell K Gordon

Print Name

*Debra Mitchell*

Witness

Debra Mitchell

Print Name

Brevard Constructors, Inc., a  
Florida corporation

By: *Timothy D. Gordon*  
Timothy D. Gordon, President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30<sup>th</sup> day of March, 2023, by Timothy D. Gordon, as President for Brevard Constructors, Inc., a Florida corporation. Is ☒ personally known or ☐ produced \_\_\_\_\_ as identification.

*Anita Chamberlain*

Notary Signature

SEAL



ANITA CHAMBERLAIN  
Commission # HH 194173  
Expires November 2, 2025  
Bonded Thru Budget Notary Services

# LEGAL DESCRIPTION

## PARCEL # 800

PARENT PARCEL ID#: 21-35-17-50-9-1

PURPOSE: UTILITY EASEMENT

## EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

### LEGAL DESCRIPTION: PARCEL #800 UTILITY EASEMENT (PREPARED BY SURVEYOR)

AN EASEMENT ACROSS A PORTION OF CARLILE WARD PLAT OF MMS AS RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF OFFICIAL RECORDS BOOK 6036, PAGE 1401 AND THE WEST LINE OF SAID PLAT BOOK 1, PAGE 4; THENCE N00°06'25"W ALONG SAID WEST LINE, A DISTANCE OF 83.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°06'25"W ALONG SAID SAID WEST LINE, A DISTANCE OF 20.00 FEET; THENCE N89°53'35"E, A DISTANCE OF 20.00 FEET; THENCE S00°06'25"E, A DISTANCE OF 20.00 FEET; THENCE S89°53'35"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 400 SQ FT, 0.0092 ACRES.

### SURVEYORS NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF PLAT BOOK 1, PAGE 4, N00°06'25"W (ASSUMED).
2. THE FOLLOWING EASEMENTS WERE PROVIDED TO THE SURVEYOR BY THE OWNERSHIP AND ENCUMBRANCE PROPERTY INFORMATION REPORT BY ATTORNEYS' TITLE FUND SERVICES, LLC, FUND FILE 1358689, EFFECTIVE DATES FROM NOVEMBER 27, 2019 TO DECEMBER 30, 2022 AT 11:00 PM.

NO EASEMENTS LISTED

3. THIS SKETCH OF LEGAL DESCRIPTION IS NOT A BOUNDARY SURVEY.
4. NOT VALID WITHOUT THE SIGNATURE AND AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

EARL K. GORDON, PSM 5363  
PROFESSIONAL SURVEYOR & MAPPER  
NOT VALID UNLESS SIGNED AND SEALED



PREPARED BY: GAI Surveyors

L.B. No. 7928  
1 OLEANDER ST. COCOA, FL 32922  
(321) 806-3908 GAI@CFL.RR.COM

DRAWN BY: AEG

CHECKED BY: EKG

PROJECT NO. 2023-15

REVISIONS

DATE

DESCRIPTION

SECTION 17

TOWNSHIP 21 SOUTH

RANGE 35 EAST

DATE: 9 FEB 23

DRAWING: 2

# SKETCH OF DESCRIPTION

## PARCEL # 800

PARENT PARCEL ID#: 21-35-17-50-\*1

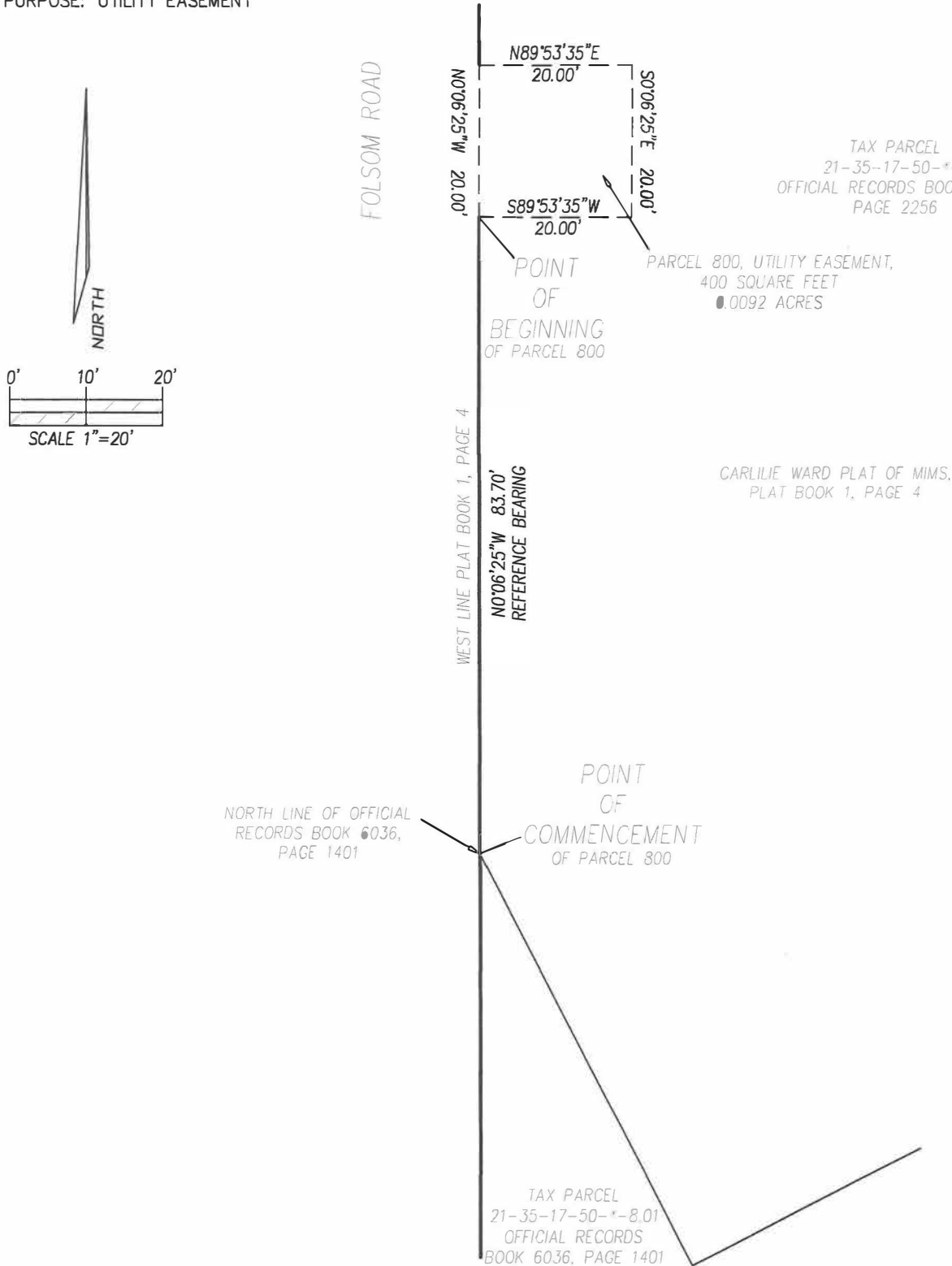
PURPOSE: UTILITY EASEMENT

## EXHIBIT "A"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

THIS IS NOT A SURVEY



PREPARED BY: *GAI Surveyors*  
L.B. No. 7928  
1 OLEANDER ST. COCOA, FL 32922  
(321) 806-3908 GAI@CFL.RR.COM

SCALE: 1"=20'

PROJECT NO.:  
2023-15

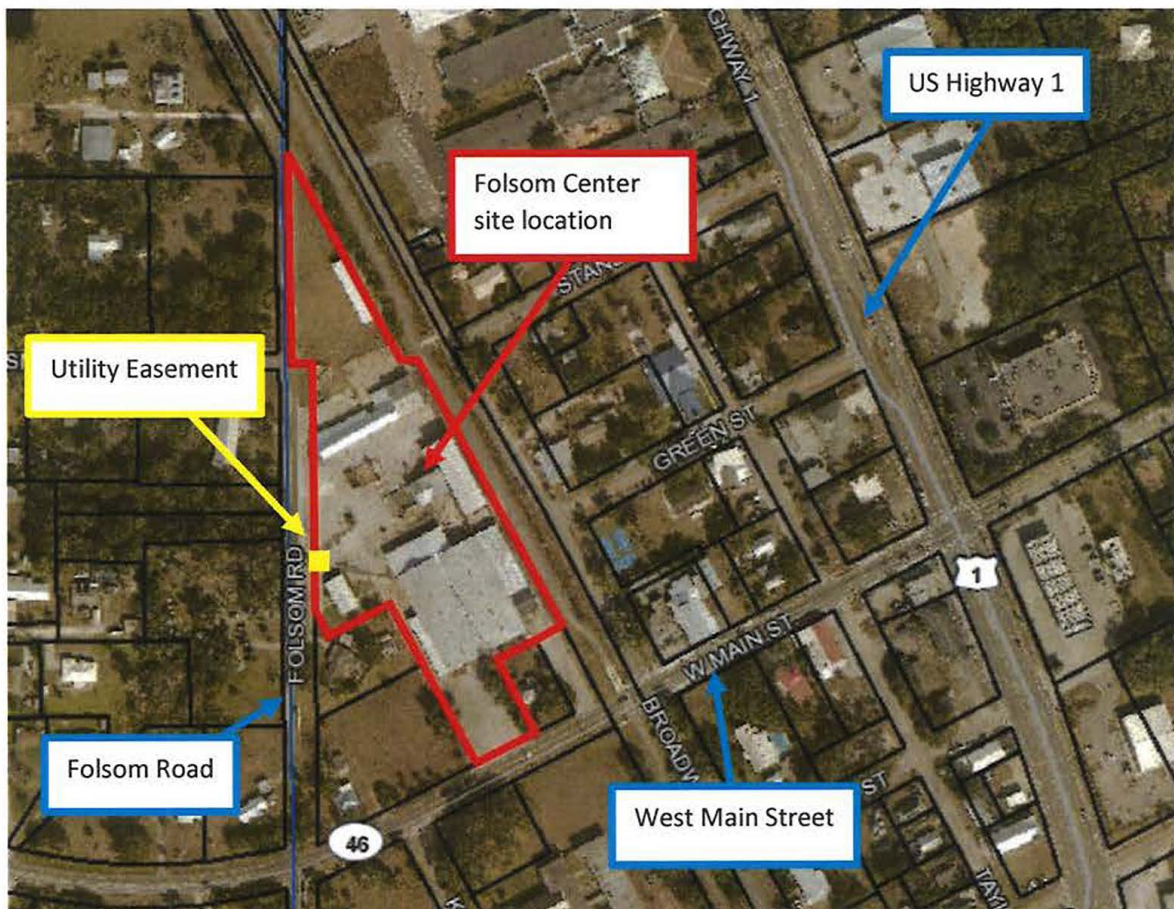
SECTION 17  
TOWNSHIP 21 SOUTH  
RANGE 35 EAST

## LOCATION MAP

**Section 17, Township 21 South, Range 35 East – District 1**

PROPERTY LOCATION: West of US Highway 1, north of West Main Street on Folsom Road in Mims.

OWNERS NAME(S): Brevard Constructors, Inc.







# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.6.

5/9/2023

---

### Subject:

Approval, Re: Quit-Claim Deed in favor of Aridian Publishing Corporation for Purposes of Releasing Subsurface Oil, Gas, and Mineral Rights Pursuant to 270.11(2) (b) and (3), Florida Statute - District 5.

### Fiscal Impact:

None

### Dept/Office:

Public Works Department / Land Acquisition

### Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the attached Quit Claim Deed.

### Summary Explanation and Background:

The subject property is located in Section 35, Township 27 South, Range 36 East, on the south side of Ellis Road.

On December 10, 1992, Brevard County conveyed real property by County Deed to Rayco Enterprises, Inc as recorded in Official Records Book 3258, Page 4607, The deed did not mention any release of nor retaining of any subsurface oil, gas and mineral rights pursuant to section 270.11 Florida Statutes.

Staff has been contacted by Michael Schneider, Attorney for Aridian Publishing Corporation, the current owner of the parcel. Mr. Schneider on behalf of his client, is requesting the County issue a Quit-Claim Deed releasing the subsurface oil, gas and mineral rights. He has stated Aridian has no plans to exploit the rights and, on information and belief, neither does the prospective buyer. The need arises in connection with the sale of the property and any potential issues that could affect future development.

The parcel is currently under contract for sale with a perspective purchaser. The purchaser's title search revealed the County's interest in the aforementioned rights. The purchaser has objected to the County's interest in these rights and has requested the seller (Aridian) to obtain a release in order for the sale to go through.

Pursuant to 270.11(2)(b) and (3) Florida Statute, local government may, at its discretion, sell or release reserved interest in any parcel of land, except that such sale or release shall be made upon petition of the owner of the parcel of land with a statement of reasons justifying such sale or release. Of note is that the County in partnership with FDOT is pursuing a major road improvement project to widen Ellis Road from two lanes to four lanes. County staff has coordinated this proposed action with FDOT Right-of-Way acquisition



staff to assure that this will have no impact on their ongoing efforts.

The User Department approves this request.

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

**Clerk to the Board Instructions:**

Upon execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Quit-Claim Deed with Exhibit.

## BOARD OF COUNTY COMMISSIONERS

### AGENDA REVIEW SHEET

AGENDA: Quit-Claim Deed in favor of Aridian Publishing Corporation for Purposes of Releasing Subsurface Oil, Gas, and Mineral Rights Pursuant to 270.11(2) (b) and (3), Florida Statute – District 5.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lucy Hamelers, Land Acquisition Supervisor

CONTACT PHONE: 321-350-8336

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u><i>St for dmy</i></u>	<u>                    </u>	<u>4/4/23</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u><i>cms</i></u>	<u>                    </u>	<u>4/5/2023</u>

Prepared by and return to:  
Office of the County Attorney  
2725 Judge Fran Jamieson Way, Building C  
Viera, Florida 32940  
A portion of interest in Tax Parcel ID: 27-36-35-00-3

### **QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, is made this 9th day of May, 2023, by Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, the First Party, and Aridian Publishing Corporation, a corporation existing under the laws of the State of Florida, whose address is 2900 North Riverside Drive, Indialantic, Florida 32903, the Second Party,

(Whenever used herein the terms "First Party" and "Second Party" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "First Party" and "Second Party" are used for singular and plural, as the context requires and the use of any gender shall include all genders)

**WITNESSETH** that the said First Party, for and in consideration of the sum of Ten Dollars, to it in hand paid by the Second Party, receipt whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim to the Second Party, its successors and assigns forever, pursuant to section 270.11(2) (b) and (3), Florida Statutes, all of the First Party's right, title, interest, claim and demand which the First Party may have in phosphate, minerals, metals or any interest in petroleum that may be in, on or under the following described land lying and being in Brevard County, Florida to wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

**Property Appraiser's Parcel Identification Number: 27-36-35-00-2 & 3**

(FOR SIGNATURE AND ATTESTMENT SEE PAGE TWO)

**IN WITNESS WHEREOF** the said First Party has set its hand and seal to execute this Deed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Rita Pritchett, Chair

(As approved by the Board on May 9, 2023)

## EXHIBIT A

That certain parcel of property located in Section 35, Township 27 South, Range 36 East, Brevard County, Florida, more particularly described as follows:

### Parcel 1:

The East one-half of the Northeast one-quarter of Section 35, Township 27 South, Range 36 East, Brevard County, Florida, less the following out parcels: (1) the East 594.0 feet of the above-described parcel; (2) that certain out-parcel as described in Deed Book 384, Page 267; and (3) that certain road right of way and canal right of way described in Official Records Book 641, Page 977; all of the Public Records of Brevard County, Florida. Said Parcel 1 contains 40.87 acres more or less.

### Parcel 2:

That certain part of the Northeast one-quarter of the Northeast one-quarter of Section 35, Township 27 South, Range 36 East, Brevard County, Florida, as more particularly described in Deed Book 384, Page 267, excluding the road right of way thereof (per Official Records Book 641, Page 979), all as per the Public Records of Brevard County, Florida. Parcel 2 contains approximately .44 acres, more or less.

Also known as and described as follows:

A parcel of land, being that portion of the East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 35, Township 27 South, Range 36 East, Brevard County, Florida, which lies South of the right of way of Ellis Road and West of the East 594.00 feet of said Northeast  $\frac{1}{4}$ , said parcel being more fully described as follows:

Commence at the Northeast corner of said Northeast  $\frac{1}{4}$ ; thence N.  $89^{\circ}45'40''$  W., along the North line of said Northeast  $\frac{1}{4}$ , a distance of 594.00 feet to the Northwest corner of the aforesaid East 594.00 feet of the Northeast  $\frac{1}{4}$ ; thence S.  $00^{\circ}24'31''$  W., along the West line of said East 594.00 feet, a distance of 50.00 feet to a point on the South right of way line of Ellis Road (a 50.00 foot wide right of way, per Official Records Book 641, Page 977 and Official Records Book 641, Page 979), said point also being the Point of Beginning of the lands herein described; thence continue S.  $00^{\circ}24'31''$  W., along said West line, a distance of 2472.88 feet to a point on the South line of the aforesaid East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 35; thence N.  $89^{\circ}52'59''$  W., along said South line, a distance of 727.96 feet to the Southwest corner of said East  $\frac{1}{2}$ ; thence N.  $00^{\circ}25'25''$  E., along the West line of said East  $\frac{1}{2}$ , a distance of 2474.43 feet to a point on the aforesaid South right of way line of Ellis Road; thence S.  $89^{\circ}45'40''$  E., along said right of way line, a distance of 727.31 feet to the Point of Beginning.

Containing 41.32 acres, more or less.

## LOCATION MAP

**Section 35, Township 27 South, Range 36 East - District: 5**

PROPERTY LOCATION: South side of Ellis Road





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.7.

5/9/2023

### Subject:

Approval Re: Local Agency Program Agreement and Resolution with the State of Florida Department of Transportation for the Brevard County Intelligent Transportation System Operational Support - Countywide

### Fiscal Impact:

Up to \$300,000 reimbursement from the State of Florida Department of Transportation to Brevard County for costs incurred for the Intelligent Transportation System Operational Support.

### Dept/Office:

Public Works Department/Finance and Contracts Administration

### Requested Action:

It is requested the Board of County Commissioners: 1) approve and authorize the Chair to execute the Local Agency Program Agreement and Resolution with the Florida Department of Transportation for the Brevard County Intelligent Transportation System Operational Support Project FPN 428930-1-88-01; 2) authorize the Chair to execute any necessary Supplemental Agreements (amendments) and Resolutions contingent upon review by the County Attorney's Office, Risk Management, and Purchasing Services; and 3) approve any necessary Budget Change Requests associated with this request.

### Summary Explanation and Background:

The Local Agency Program Agreement with the Florida Department of Transportation (F.D.O.T.) will provide the County reimbursement from Federal-aid funds for the Brevard County Intelligent Transportation System Operational Support Project FPN 428930-1-88-01. The implementation of the project is in the interests of both F.D.O.T. and Brevard County. The Agreement outlines the terms and conditions of the funding and the production of the project. Specifically, the Agreement will provide reimbursement funding for the operating staff and system support maintenance for the Intelligent Transportation System operations in Brevard County.

F.D.O.T. will reimburse the County in an amount not to exceed \$300,000 for actual costs incurred. The County agrees to complete the project on or before October 31, 2024. If the project is not completed within this time period, an extension of time can be requested by the County and granted by F.D.O.T. in writing prior to the expiration of this Agreement. The Agreement has been reviewed and approved by the County Attorney's Office, Risk Management, and Purchasing Services, in accordance with Administrative Order 29.

### Clerk to the Board Instructions:

Please return the Local Agency Program Agreement and Resolution to the Public Works Department for further execution by F.D.O.T.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## **CONTRACT REVIEW AND APPROVAL FORM**

### **SECTION I - GENERAL INFORMATION**

1. Contractor: N/A		2. Amount: \$300,000	
3. Fund/Account #: 1700		4. Department Name: Public Works	
5. Contract Description: FDOT LAP Intelligent Transportation Systems			
6. Contract Monitor: Jeanette Scott		8. Contract Type:	
7. Dept/Office Director: Marc Bernath		GRANT	
9. Type of Procurement: Select from pulldown:			

### **SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

#### **APPROVAL**

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

### **SECTION III - REVIEW AND APPROVAL TO EXECUTE**

#### **APPROVAL**

<u><b>COUNTY OFFICE</b></u>	<u><b>YES</b></u>	<u><b>NO</b></u>	<u><b>SIGNATURE</b></u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Thomas-Wood, Tammy <small>Digitally signed by Thomas-Wood, Tammy DN: cn=Thomas-Wood, Tammy, email=tmwood@brevard.gov, c=US Date: 2023.04.13 13:03:35 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Michael Watson</i> 4/28/23
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2023.04.13 13:03:35 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander <small>Digitally signed by Esseesse, Alexander Date: 2023.04.12 17:14:37 -04'00'</small>

### **SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

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



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FPN: 428930-1-88-01	FPN: _____	FPN: _____
Federal No (FAIN): ITS5 020 A	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: SU	Fund: _____	Fund: _____
Org Code: 55054030511	Org Code: _____	Org Code: _____
FLAIR Approp: 088866	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: 780000	FLAIR Obj: _____	FLAIR Obj: _____
County No: 70	Contract No: _____	
Recipient Vendor No: F596000523164	Recipient Unique Entity ID SAM No: GUT1ADLJUNA5	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and Brevard County ("Recipient").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Brevard County Intelligent Transportation System (ITS) Operational Support project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before October 31, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 300,000.00 (Three Hundred Thousand Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$300,000.00 (Three Hundred Thousand Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
  - b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
  - c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
  - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
  - e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
  - f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels,

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deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account

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of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

## **8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be



proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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- f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit “L”**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit “M”**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. ☒ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit “N”**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit “O”**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A.

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s): N/A.

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT BREVARD COUNTY

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: See Attached Signature Page  
Name:  
Title:

By: \_\_\_\_\_  
Name: C. Jack Adkins  
Title: Director of Transportation Development

Legal Review:

\_\_\_\_\_

Local Agency Program Agreement

FPN#428930-1-88-01

Signature Page: Brevard County (Recipient)

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

Rita Pritchett, Chair

As approved by the Board on May 9, 2023

Attest:

\_\_\_\_\_

Rachel Sadoff, Clerk of the Court

Reviewed for legal form and content for Brevard County:

 \_\_\_\_\_

Alex Essee, Deputy County Attorney



**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 428930-1-88-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
Brevard County (the Recipient)

**PROJECT LOCATION:**

- ☒ The project is on the National Highway System.
- ☒ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** See Project Description Below

**PROJECT DESCRIPTION:****I. INTRODUCTION**

The purpose of the Brevard County Advanced Traffic Management System (ATMS) endeavors to incorporate and grow an Intelligent Transportation System (ITS), which provides a safe transportation system that ensures the mobility of people and goods, enhances economic prosperity, and preserves the quality of our environment and communities by providing funding support for operating costs, which includes labor costs, administrative costs, costs of utilities and rent, and other costs associated with the continuous operation of the systems that make up the ATMS countywide ITS systems.

The project's funding is provided by the Space Coast Transportation Planning Organization, (SCTPO) utilizing a mix of Transportation Investment Generating Economic Recovery Grants and Surface Transportation Program Funding. Guidance comes from the Federal-aid Eligibility of Operating Costs for Transportation Management and Operations, through the Federal Highway Administration and the Florida Department of Transportation (DEPARTMENT). All activities are limited to actual operation and system support maintenance of implemented ITS that are identified in the Regional Intelligent Transportation System Architecture (RITSA) and follow procedures developed for system operations and management per 23CFR940; also ensure procurement, handling, and disposal of equipment following federal administrative procedures under 2CFR200.

The ATMS/ITS corridors included the installation of ITS infrastructure and ITS sub-system components, such as a fiber optic and wireless network systems, a vehicle detection system, a closed circuit television (CCTV) camera system, and an adaptive signal control system for the traffic segments along the corridors on the map in Brevard County, Florida shown in Figure 1.

ITS personnel are responsible for the administration, installation, configuration/setup, maintaining operational functionality and full capabilities of the infrastructure and system components related to the ATMS/ITS project. The system consists of a fiber optic network, communication devices, ITS servers and traffic management software, CCTV cameras, and advanced detection systems.

**II. SCOPE OF SERVICES**

The project is divided into three deliverables:

1. Operating - Staff
  - a. ITS Technician (s)

- b. ITS Systems/Transportation Management Center (TMC) Operator(s)
- c. TMC Supervisor
- d. TMC Manager

## 2. ITS Operational Support

- a. ITS Software Support Agreements

### 1. Operating - Staff

#### a) ITS Technician(s):

The ITS Technician (s) are exclusively dedicated to the repair, maintenance and operation of the countywide ATMS system. The ITS Technician(s) are Brevard County (RECIPIENT) staff and report to the County Traffic Operations Manager or TMC Supervisor/Manager. Duties include:

- i. Continual troubleshooting, monitoring, and diagnosing of the countywide ATMS system for failures and to identify where repairs are needed.
- ii. Performance of repairs and replacements in the field, onsite and in the office, of ITS equipment, traffic signal controllers, CCTV camera systems, advanced detection systems, and network devices.
- iii. Documentation of system components including traffic control equipment, fiber optic cable plant, communications equipment, and network equipment.
- iv. Replacement and performance of preventative maintenance on CCTV cameras.
- v. Coordinates and attends field meetings with and inspects work performed by contractors.
- vi. May respond to emergency calls relating to the ITS components on a 24-hour basis.

This is a full-time, hourly position and as such will receive benefits including retirement, medical insurance, and overtime pay in accordance with the applicable Brevard County Policies and Procedures regarding the staff of the Board of County Commissioners.

#### b) ITS Systems/TMC Operator

The ITS Systems/TMC Operator is dedicated to the configuration, operation and management of the countywide ATMS system. The ITS/TMC Operator is a Brevard County (RECIPIENT) staff member and reports to the County Traffic Operations Manager or TMC Supervisor/Manager. Duties for this position include:

- i. Detects, monitors, and responds to various traffic management data sources and incidents to maintain safety and efficiency of the countywide ATMS system. Real-time sources of traffic data may include CCTV cameras, other video detection sources, traffic sensors, traffic flow systems, alarms, and motorist complaints, etc.
- ii. Performs system health checks and detects anomalies in travel time and ITS system data that identifies a malfunctioning device, works with maintenance staff for device troubleshooting and repair.
- iii. Maintains supporting networks of the countywide ITS system, including configuring network devices and advanced detection systems.
- iv. Performs system integration to ensure interoperability and compatibility of all components. Coordinates and attends meetings with partner agencies, consultants, contractors, and utility agencies.
- v. Reviews engineering drawings and reference documents for compliance with FDOT and County specifications.
- vi. May also perform or assist with any of the duties listed under ITS Technician.

This is a full-time, salaried position and as such will receive benefits including retirement and medical insurance in accordance with the applicable Brevard County (RECIPIENT) Policies and Procedures regarding the staff of the Board of County Commissioners.

#### c) TMC Supervisor (alternate title TMC Engineer)

The TMC Supervisor/Engineer is the senior operator and shift supervisor for all traffic control operations within the TMC which involve the countywide ATMS system. The TMC Supervisor is a Brevard County (RECIPIENT) staff member and reports to the County Traffic Operations Manager or the TMC Manager. Duties for this position include:

- i. Serves as the TMC shift supervisor and responsible for overseeing TMC operations staff to detect incidents and direct TMC control room activities which affect the transportation system.
- ii. Assists in the coordination of day-to-day operations of the TMC and responsible for maintaining accurate SunGuide data, device activation, inter-department/inter-agency communication.
- iii. Analyze or assess traffic events such as construction zones, special events, congestion, traffic incidents, evacuations, or traffic equipment malfunctions.
- iv. Updates and maintains various user's guide, standard operating procedures, checklists, protocols, and policies utilized within the TMC.

v. Training all new TMC employees with training manuals and hands-on training exercises.  
vi. May also perform or assist with any of the duties listed under ITS Systems/TMC Operator.  
This is a full-time, salaried position and as such will receive benefits including retirement and medical insurance in accordance with the applicable Brevard County Policies and Procedures regarding the staff of the Board of County Commissioners.

d) TMC Manager

The TMC Manager is dedicated to all transportation systems management and operations, and organization and coordination with all related functions involving the countywide ATMS system. The TMC Manager is a Brevard County (RECIPIENT) staff member and reports to the County Traffic Operations Manager. Duties for this position include:

- i. Plans and directs TMC operations and coordinates with partner agencies and local response teams, while using an advanced approach to maintaining a safe and reliable transportation system.
- ii. Maintains financial and project management responsibilities for the Brevard County ATMS.
- iii. Provides periodic progress reports and financial and project management status to senior management.
- iv. Writes and maintains technical documents related to TMC operations and training programs.
- v. May also perform or assist with any of the duties listed under TMC Supervisor.

This is a full-time, salaried position and as such will receive benefits including retirement and medical insurance in accordance with the applicable Brevard County (RECIPIENT) Policies and Procedures regarding the staff of the Board of County Commissioners.

2. ITS Operational Support

As Brevard County (RECIPIENT) continues to maintain existing deployment of ITS technologies, the use of Commercial Off the Shelf (COTS) software allows for the efficient support of the system. Purchasing COTS software for network management software, signal Advance Traveller Information System and ITS facilities asset management, monitoring and reporting ITS system performance, and ITS network equipment service agreements is required to allow the existing system to continuously accomplish the goals and objectives for which it was designed.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Based on the Recipient's Moderate financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation on a quarterly basis. The Operations Staff shall complete weekly maintenance reports for repair and related activities and that will be correlated with a weekly log. The weekly log will account for 100% of the time worked. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

N/A.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Recipient will perform Services utilizing its own forces. The Recipient will only be reimbursed for direct costs (this excludes general and administrative overhead). Supporting documentation required when submitting invoices for reimbursement are outlined in Exhibit "F" – Contract Payment Requirements.

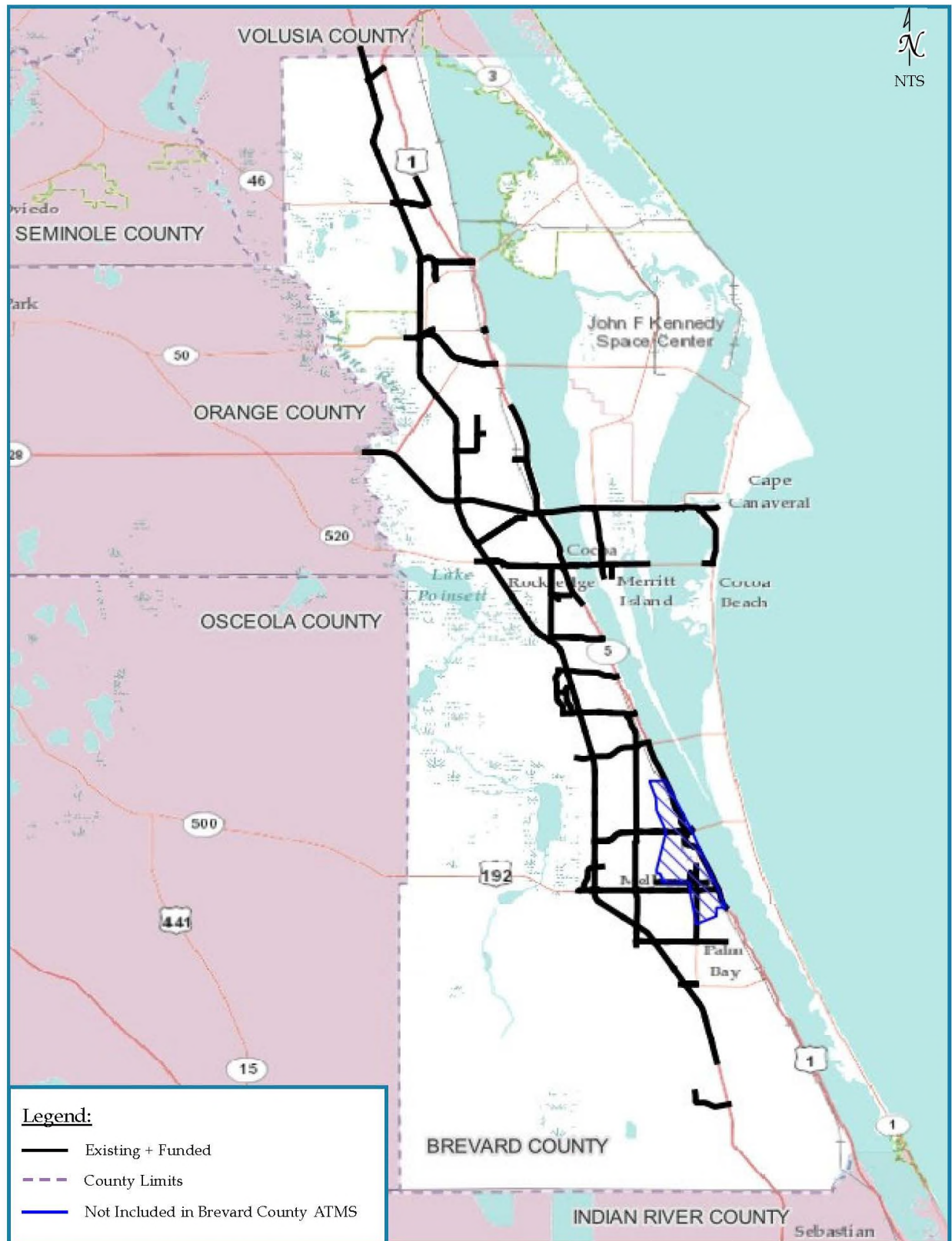


Figure 1: Brevard County Existing ITS ATMS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: Brevard County 2725 Judge Fran Jamieson Way, Suite A201 Viera, Florida 32940	FINANCIAL PROJECT NUMBER: 428930-1-88-01
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PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>(Operations - 88)</b>				
FY: 2022-2023 (LAP)	\$ 300,000.00	\$ 0.00	\$ 0.00	\$ 300,000.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 300,000.00	\$ 0.00	\$ 0.00	\$ 300,000.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 300,000.00	\$ 0.00	\$ 0.00	\$ 300,000.00

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis  
 District Grant Manager Name

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.



## **Resolution No. 2023-**

### **A Resolution authorizing the execution of Local Agency Program Agreement with the Florida Department of Transportation for the Brevard County Intelligent Transportation System (I.T.S.) Operational Support**

**WHEREAS**, the State of Florida Department of Transportation and Brevard County desire to facilitate the Brevard County Intelligent Transportation System (I.T.S.) Operational Support and,

**WHEREAS**, the State of Florida Department of Transportation has requested Brevard County to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 428930-1-88-01.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Brevard County, Florida, that Rita Pritchett, Chair, of the Board of County Commissioners, is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 428930-1-88-01.

**DONE AND RESOLVED** in regular session this 9th day of May, 2023.

ATTEST:

BREVARD COUNTY, FLORIDA

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Rachel Sadoff, Clerk of the Court

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Rita Pritchett, Chair

As approved by the Board on May 9, 2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
CFDA Title: Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
CFDA Program [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1)  
Site: [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1)  
Award Amount: \$300,000.00  
Awarding Agency: Florida Department of Transportation  
Award is for: No  
R&D:  
Indirect Cost: N/A  
Rate:

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

**EXHIBIT “N”**

**TRAFFIC SIGNAL MAINTENANCE**

**Paragraph 16.** is modified to include the following provisions:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Recipient, and the designated officer of the Recipient has favorably acknowledged the request order, the Recipient shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Recipient in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Recipient shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Recipient shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Recipient shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Recipient's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Recipient shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Recipient may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Recipient.
7. The Recipient shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Recipient may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Recipient in accordance with Section 1A.09, “Engineering Study and Engineering Judgment”, of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Recipient may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Recipient shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Recipient, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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8. The Recipient shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.
9. The Recipient may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this Exhibit. The Recipient shall furnish a copy of such agreements to the Department.
10. This Exhibit shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT O****TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.



- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

**Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)**



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.8.

5/9/2023

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### Subject:

Approval Re: Permission to Apply to the INFRA Grants Program for Ellis Road Widening - District 5

### Fiscal Impact:

A match of up to twenty percent (20%) is required if awarded. Construction is estimated at \$81,108,000 and \$32,155,286 will be programmed in Fiscal Year 2026 which meets the match obligation.

### Dept/Office:

Public Works Department/Finance and Contracts Administration

### Requested Action:

It is requested the Board of County Commissioners grant approval for the County to apply for the INFRA Grants Program for Ellis Road Widening and authorize staff to submit via the Grants.Gov portal on behalf of the County. Upon posting of the Notice of Funding Opportunity, it is requested that the Board authorize the Chair to execute a Resolution in support of the County's INFRA Grants Program application contingent upon review and approval of the County Attorney.

### Summary Explanation and Background:

The Notice of Funding Opportunity (NOFO) is anticipated to be posted for the INFRA Grants Program (known statutorily as the Nationally Significant Multimodal Freight & Highway Projects) administered by the U.S. Department of Transportation. The closing date for applications is typically sixty days from the NOFO. The INFRA Grants Program awards competitive grants for multimodal freight and highway projects of national or regional significance to improve the safety, efficiency, and reliability of the movement of freight and people.

The Ellis Road Widening (John Rodes Blvd to Wickham Rd) is a vital connection between the I-95 Interchange, economic generators, and the Melbourne-Orlando International Airport. The design phase is completed, and the right-of-way phase is fully funded and underway. Based on long-range estimates, the construction phase is projected to cost \$81,108,000 which includes plans update and post-design services by the Engineer of Record, roadway widening construction, and construction engineering inspection services. For Fiscal Year 2026, \$32,155,286 will be programmed for the construction phase: \$6,000,000 (County), \$6,869,005 (Space Coast Transportation Planning Organization, and \$19,286,281 (Florida Department of Transportation) which collectively meets the 20% match obligation. The total Federal assistance for a project receiving an INFRA grant may not exceed eighty percent (80%) of future total eligible project costs.

In accordance with Administrative Order 75 - Grant Management, Board approval is needed to apply for the INFRA Grants Program as a match is required.

### Clerk to the Board Instructions:

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F.8.

5/9/2023

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None.



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.9.

5/9/2023

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### Subject:

Approval, Re: Competitive Solicitations for Community Development Block Grant - Coronavirus (CDBG-CV) funds

### Fiscal Impact:

There is no impact to the General Fund. \$2,124,588 in Community Development Block Grant - Coronavirus (CDBG-CV) related funds have been allocated to Brevard County. This action relates to unobligated and de-obligated funds.

### Dept/Office:

Housing and Human Services

### Requested Action:

It is requested that the Board of County Commissioners:

1. approve the Housing and Human Services Department's proposal to expend CDBG-CV unobligated and de-obligated funds for public service commodities / equipment per CDBG-CV rules and regulations;
2. authorize Purchasing Services to issue and award competitive solicitations;
3. authorize the Housing and Human Services Department Director to take all actions necessary for final disposition of commodities / equipment (such as acting as signatory on any required asset transfer documents and coordination with other entities); and,
4. authorize the County Manager to execute all necessary budget change requests.

### Summary Explanation and Background:

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law on March 27, 2020. Among its provisions was an additional \$5 billion in funding under the Community Development Block Grant (CDBG) program specifically to ameliorate impacts from the coronavirus. Brevard County was allocated \$2,124,588 in Community Development Block Grant - Coronavirus (CDBG-CV) funds through the United States Department of Housing and Urban Development (HUD). These funds were provided in two tranches and Substantial Amendments identifying approved uses were approved by the Board of County Commissioners (Board) on May 5, 2020 and July 20, 2021.

Subsequently, the Housing and Human Services Department (Department) completed two Request for Proposal (RFP) processes in accordance with Board Direction. There is approximately \$124,500 in funds that have not been obligated and several agency's agreements are nearing their end date and it is anticipated that some will not expend all awarded funds (de-obligation amount will be dependent upon final agency reconciliations).

CDBG-CV rules require the funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). These restrictions limit the types of commodities / equipment that can be solicited. Initial procurements will focus on items that can be used to support Special Needs Shelters and Homeless Shelters. The Department has coordinated with the United States Department of Housing and Urban Development (HUD) to confirm eligibility under CDBG-CV rules and regulations.

If funding remains after the initial procurements, the Department will continue to work with Purchasing Services, other County Departments, outside agencies, and HUD to identify additional commodities / equipment for competitive solicitation before the expenditure deadline for CDBG-CV as unspent funds can be swept back by HUD.

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

None



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.10.

5/9/2023

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### **Subject:**

Approval, Re: License Agreement for access across Environmentally Endangered Lands (EEL) Program managed lands at Grant Flatwoods Sanctuary - District 3

### **Fiscal Impact:**

There are no impacts to General Revenue Funds or EEL Program funds.

### **Dept/Office:**

Parks and Recreation EEL Program

### **Requested Action:**

It is requested that the Board of County Commissioners approve a License Agreement that allows Shady Oaks Ranch, LLC (aka Patrick Noll) to access his property through the EEL Program managed Grant Flatwoods Sanctuary which is owned by the State of Florida.

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

Shady Oaks Ranch, LLC owns property that is adjacent to lands managed under the Environmentally Endangered Lands Program known as the Grant Flatwoods Sanctuary. Mr. Noll does not have improved legal access to his property and the License Agreement provides a mechanism for him to access his property through the Grant Flatwoods Sanctuary via an existing fire line and trail.

The License Agreement, in addition to providing access for Mr. Noll, also ensures that the access is not detrimental to the ecological health of the sanctuary or restrictive to management operations. This access does not conflict with the proposed Management Plan for this site.

The License Agreement does not provide the legal access easement that would be required if Mr. Noll wanted to obtain a building permit for his property. The License Agreement does not prevent Mr. Noll from pursuing a formal ingress / egress easement from the State of Florida in the future.

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

Please return Board Memo and executed License Agreement to the EEL Program.



# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> Patrick Noll-Shady Oaks, LLC		<b>2. Amount:</b>
<b>3. Fund/Account #:</b> 1610/300100	<b>4. Department Name:</b> P&R-EEL Program	
<b>5. Contract Description:</b> Shady Oaks Access Agreement		
<b>6. Contract Monitor:</b> Jenny Warner		<b>8. Contract Type:</b>  USE AGREEMENT
<b>7. Dept/Office Director:</b> Mary Ellen Donner		
<b>9. Type of Procurement:</b> Request for Qualifications (RFQ)		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

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

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Warner, Jenny <small>Digitally signed by Warner, Jenny Date: 2022.10.19 13:41:12 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2022.10.19 13:51:55 -04'00'</small>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> Patrick Noll-Shady Oaks, LLC		<b>2. Amount:</b>
<b>3. Fund/Account #:</b> 1610/300100	<b>4. Department Name:</b> P&R-EEL Program	
<b>5. Contract Description:</b> Shady Oaks Access Agreement		
<b>6. Contract Monitor:</b> Jenny Warner		<b>8. Contract Type:</b>  USE AGREEMENT
<b>7. Dept/Office Director:</b> Mary Ellen Donner		
<b>9. Type of Procurement:</b> Request for Qualifications (RFQ)		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

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

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

### APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Warner, Jenny <small>Digitally signed by Warner, Jenny Date: 2022.10.19 13:41:12 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wilson, Shannon <small>Digitally signed by Wilson, Shannon Date: 2023.02.13 15:30:48 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Caron, Justin <small>Digitally signed by Caron, Justin Date: 2023.02.16 14:46:39 -05'00'</small>

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



## PROPERTY ACCESS LICENSE AGREEMENT

THIS AGREEMENT is dated this \_\_\_\_ day of \_\_\_\_\_, 2023, BY and BETWEEN: SHADY OAKS RANCH, LLC (PATRICK NOLL) (hereafter referred to as "Licensee") and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter referred to as "Licensor"):

WHEREAS, the Licensor is the owner, lessee, or authorized administrator of certain real property in Brevard County, Florida, as depicted in Exhibit "A", attached hereto and made a part of by reference (hereafter referred to as the "Property"); and


WHEREAS, the Licensee is the owner of certain parcel of property (hereafter referred to as the "Licensee's Property"), which is adjacent to and/or surrounded by the Licensor's Property; and

WHEREAS, as highlighted in orange in Exhibit "A", a dirt trail (hereafter the "trail") exists on the Property, which starts on the east side of the Property, runs north and west through various county/state owned lots, for Licensee to access their property; and

WHEREAS, Licensee has expressed an interest in use of the TRAIL identified in Exhibit "A" for access to Licensee's Property.

NOW THEREFORE, for value received and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated into and made a part of this license agreement by reference.
2. Property. This Agreement relates to the land owned, leased, or managed by the County and identified in the legal description set forth in Exhibit "B" to this Agreement (highlighted in bright green), which is attached hereto and incorporated herein by this reference.
3. License. The County hereby grants the Licensee a non-exclusive and revocable license (hereafter referred to as the "License") solely for the purpose of allowing Licensee ingress and egress to Licensee's Property (highlighted in yellow) by use of the TRAIL (highlighted in orange) in Exhibit "A". This License shall not be interpreted or construed to grant any right of ingress over, egress over or use of the TRAIL by any other person, third party, or property owner other than the Licensee, unless a lease has been executed between the Licensee and a third party for use of Licensee's Property whereby the Licensee indemnifies the County from any and all claims relating to the use of the TRAIL. A written request can be made to the County seeking said individuals/entities be allowed to utilize the TRAIL, subject to the terms and conditions outlined herein and County staff review and approval. This Agreement shall extend to include the invited guests of the Licensee. Licensee agrees to restrict any and all guests to the terms of this Agreement. Licensee agrees to maintain strict control over the gate key (if applicable) and will explicitly not loan or give a key to any other person without written approval from County staff. This License shall not be construed or interpreted as granting or attempting to grant the Licensee ingress or egress across property owned by any other person or legal entity.
4. Right of Access. The Licensee shall be entitled to enter the Property and use the TRAIL



for such ingress and egress purposes, subject to and in accordance with the County's rules and regulations governing such access, as well as all applicable laws and regulations promulgated by the State of Florida or its agencies. The County shall allow the Licensee access to the TRAIL, including any gate restricting access to the TRAIL. Neither this License nor the Licensee's use of the TRAIL for ingress and egress to Licensee's Property shall constitute a basis for obtaining a building permit for the construction of any improvements on Licensee's Property.

5. No Other Activity. The Licensee may not enter upon or engage in any other activity upon the Property unless other members of the general public have been expressly permitted, by rule, regulation or management plan approved by the government agency with jurisdiction, to enter upon or engage in the same type of activity upon the Property. Licensee is hereby granted access to Licensee's Property via motorized truck or car (No ATV's). Licensee further agrees to close any gate used by the Licensee to enter or exit.

6. Authority; maintenance. The County represents that it has the authority to grant the license outlined herein. The County shall not bear any responsibility for maintenance of the TRAIL or Licensee's Property, and shall have no duty to keep the TRAIL in a condition passable by Licensee. Licensee shall not undertake any maintenance or improvement of the Property without the expressed written permission of the County, which permission may not be unreasonably withheld. Licensee shall have the right, after obtaining written approval from County staff, to maintain but not improve the TRAIL depicted on "Exhibit A". Maintenance includes, but is not limited to, trimming of trees and brush that restrict travel along the TRAIL and removal/filling of tire ruts and tire tracks so as to keep the TRAIL in good condition to allow travel thereon. No maintenance may be conducted outside of the boundaries of the TRAIL. Licensee shall be responsible for any repairs (conducting the repair or paying the County for the County to make the repair at the option of the County) that are deemed necessary by the County in order to return the TRAIL to its original state. All gate keys must be returned to the County upon termination of this Agreement.

7. Term. The term of this Agreement, and the rights granted herein, shall be effective upon the date of execution of this License by the last party to execute the Agreement and shall continue for a period of ten (10) years thereafter (the Term"). The term of this Agreement shall automatically renew for subsequent one (1) year periods unless either party delivers written notice to the other party at least thirty (30) days prior to the termination of the current term that the License is revoked for any of the reasons recited in paragraph 8 below.

8. Revocation. This License may be revoked or terminated by the Licensor before the expiration of the Term or any automatic renewal term upon thirty (30) days' written notice to the Licensee if the Licensee:

- a. Transfers ownership of all or any part of Licensee's Property. In the event of transfer of ownership of all or any part of Licensee's Property, Licensee agrees to make a condition of the sale that the new owner applies 60 days prior to the transfer of title to the County for an access license, which shall not be unreasonably withheld by the County. In the event the County has reason not to enter into an agreement with the new owner, the County will notify Licensee within this 60-day period of the reasons why a Property Access Management Agreement should not be issued to the prospective new owner.
- b. Obtains alternate access for ingress and egress to Licensee's Property;



- c. Violates any law, rule, regulation or management plan applicable to the Licensee, as promulgated by the State of Florida or any of its agencies; the County; or any other governmental agency with jurisdiction;
  - d. Engages in any hunting activity on the County's Property;
  - e. Discharges any firearms on or across any portion of the County's Property;
  - f. Conducts any illegal activity on the County's Property;
  - g. Enters upon or conducts activity upon the County's Property for uses other than use of the TRAIL for ingress and egress, unless such entry or activity is otherwise allowed under Paragraph 4 above;
  - h. Violates any term, provision or condition of this License Agreement; or,
  - i. If, in the sole discretion of the Board of County Commissioners, Licensee's continued use of the TRAIL for ingress or egress interferes with the County's management of the County's Property. Alternate access for ingress and egress may be provided when agreeable to both parties.
9. **Indemnification.** Licensee agrees to indemnify, defend, and hold harmless Brevard County, the Board of Trustees of the Internal Improvement Trust Fund, and the State of Florida and its respective officers, directors, employees, and agents of each, from and against claims, liabilities, damages, and expenses, including, but not limited to, reasonable attorneys' fees for attorneys selected by the County, resulting from any and all claims arising out of this Agreement. Nothing herein shall constitute a waiver of the County's sovereign immunity or of the limitation on damages, at common law or at law, except as provided for under Section 768.28, Florida Statutes, or to authorize any third-party lawsuits or rights under this agreement. Specific consideration has been given for this indemnification clause.
10. **No Recording.** This License shall not be recorded in the official records of Brevard County, Florida by either party.
11. **No Interest in the Property.** This License is the grant of a personal right to the Licensee. This License shall not be construed to create any real property interest in the County's Property.
12. **Assignment.** This License may not be assigned, transferred or devised to any other person, corporation, partnership or entity without prior written consent from the County.
13. **Acceptance.** This License Agreement constitutes the entire agreement between the County and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise to the other. This Agreement may not be amended or modified except by a written instrument executed by both parties.
14. **Venue; Governing Law, Waiver of Jury Trial.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury. This License Agreement shall be governed, interpreted and construed according to the laws of the State of Florida
15. **Counterparts.** This License Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. The parties agree that executed counterparts may

be transmitted by facsimile machine and that such counterparts shall be treated as originally executed instruments. Each party undertakes to provide the other with a copy of the original Agreement bearing actual original signatures and initials within a reasonable period of time following execution of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ATTEST:

LICENSOR:  
BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

Clerk

BY: \_\_\_\_\_  
Rita Pritchett, Chair  
Brevard County Commission

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

Reviewed for legal form and content:

[Signature]  
Assistant County Attorney-Justin Caron

WITNESS:

LICENSEE:

Kelley Halley  
2/24/23  
German Grocer

[Signature]  
Date: 2/24/2023

STATE OF Florida

COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2023,  
by Patrick Nell who is personally known to me or produced  
\_\_\_\_\_ as identification.

[Signature]  
Notary Public

(NOTARY PUBLIC SEAL)

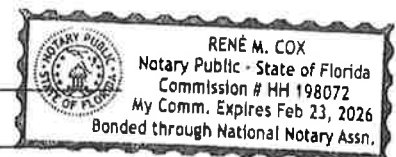
Rene M. Cox

(Printed, Typed or Stamped Name of

Notary Public)

Commission No.: \_\_\_\_\_

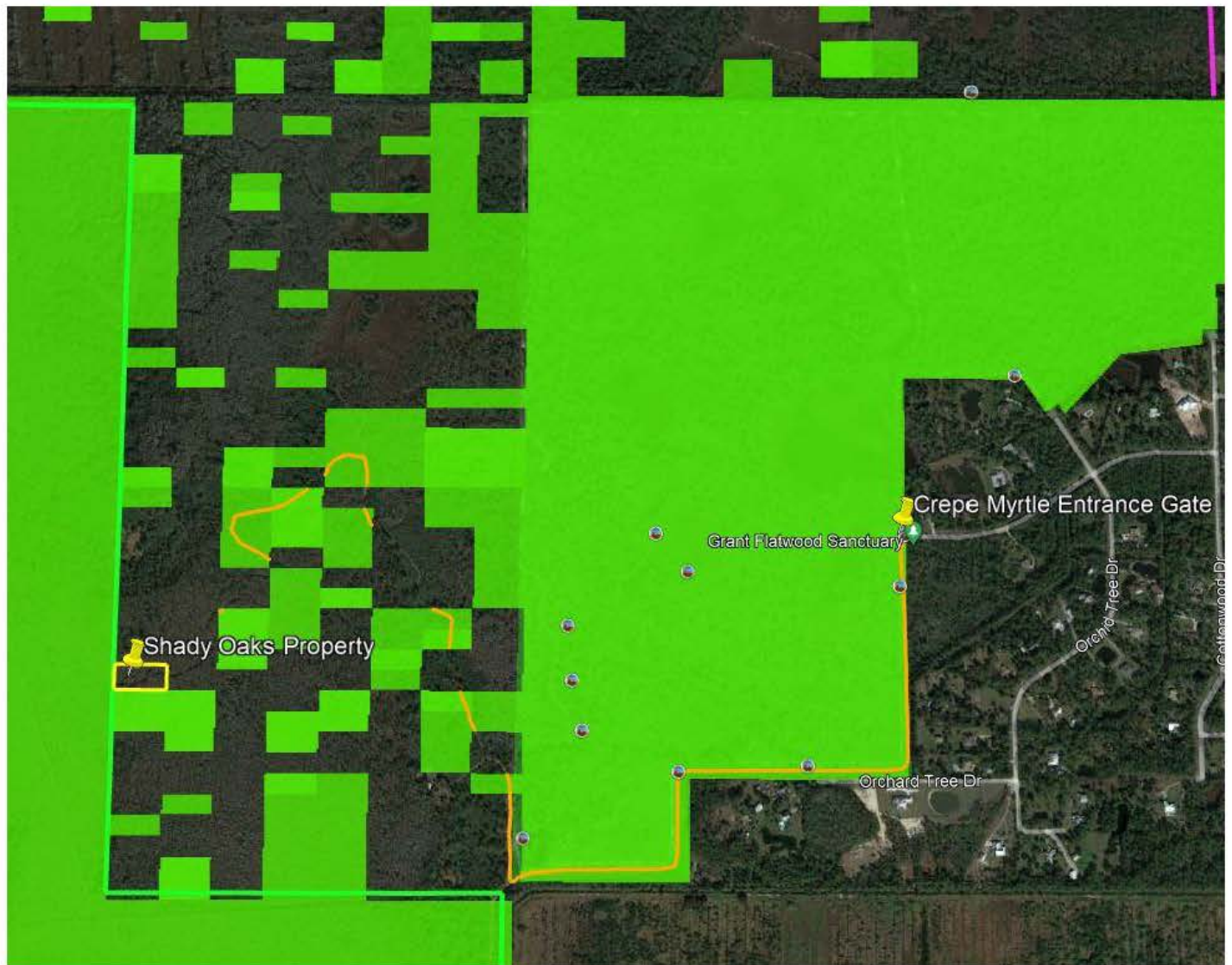
My Commission Expires: \_\_\_\_\_



## Shady Oaks Parcel Access Route

### Grant Flatwoods Sanctuary

Access Route: 



## EXHIBIT B

### LEGAL DESCRIPTION: (BY SURVEYOR)

A portion of lands described in O. R. Book 2282, Pages 1343-1344 of the Public Records of Brevard County, Florida, Less and Except lands described in O.R. Book 1642, Pages 10-12, of said Public Records of Brevard County, Less and Except lands described in O.R. Book 4242, Pages 2004-2005, of the said Public Records of Brevard County, All of the aforesaid land lying in Sections 1 and 12, Township 30 South, Range 37 East, Sections 5, 6 and 7, Township 30 South, Range 38 East, Brevard County, Florida and being more particularly described as follows:

The East ½ of Section 1, Township 30 South, Range 37 East, Brevard County, Florida, together with The Northeast ¼ of Section 12,

Township 30 South, Range 37 East, Brevard County, Florida, lying North of the centerline of the San Sebastian Drainage Canal, together

with The West ¾ of Section 6, Township 30 South, Range 38 East, Brevard County, Florida, together with The North ½ of Section 7,

Township 30 South, Range 38 East, lying North of the centerline of the San Sebastian Drainage Canal, Less the East 50 feet thereof.

Containing 1066.74 Acres of land more or less. .

Together with:

Beginning at the Northeast corner of said Section 5 and the Northwest corner of a 25-foot road Right-of-Way as described in O. R. Book 718, Page 94 of the Public Records of Brevard County, Florida, said point being the POB, thence South 00°41'21" West along the East line of said Section 5 and the West line of said 25 foot road Right-of-Way and the West line of lands described in O.R. Book 3202, Page 4845, a distance of 50.00 Feet to the Northeast corner of lands described in O.R. Book 2285, Page 1949 of said Public Records of Brevard County, thence North 89°45'03" West along the North line of said O R Book 2285, Page 1949, a distance of 348.32 Feet to the Northwest corner of said O.R. Book 2285, Page 1949; thence South 00°41'21" West along the West line of said O. R. Book 2285, Page 1949, a distance of 1, **250.56** Feet to a point on the North line of lands described in O. R. Book 4070, Pages 2686-

2688 of said Public Records of Brevard County, thence North 89°45'03" West along the North line of said O R Book 4070, Pages 2686-

2688, a distance of 303.68 Feet to the Northwest corner of said O. R. Book 4070, Pages 2686-2688; thence South 00°41'21" West along the West line of said O R Book 4070, Pages 2686-2688, a distance of 306.37 Feet to a point on the North line of lands described in O. R. Book 1642, Pages 10-12 of the said Public Records of Brevard County; thence North 89°44'42" West along the North line of said

O. R. Book 1642, Pages 10-12, a distance of 83.03 Feet to the Northwest corner of said O. R. Book 1642, Pages 10-12; thence South **00°42'20** West along the West line of said O R Book 1642, Pages 10-12, a distance of 106.03 feet to the North line of Cypress Lake Estates, according to the Plat thereof, as recorded in Flat Book 24, Page 111, of the said Public Records of Brevard County, thence South 83°24'00" West along said North line of Cypress Lake Estates, a distance of 568.63 Feet, thence South 43°43'31" West along said North line of

Cypress Lake Estates, a distance of 581 76 Feet to the Southeast corner described in O R book 1642, Pages 10-12, of said Public Records of Brevard County, thence North 33° 19'00" West along the East line of said O R Book 1642, Pages 10-12, a distance of 88 49 Feet to the Northeast corner of said O R Book 1642, Pages 10-12, thence South 56°41'00" West along the North line of said O R Book 1642, & a distance of 32 93 Feet to East line of lands described in O R Book 4109, Pages 0139-0141, thence North 33°18'12" West along the East line of OR Book 4109, Pages 0139-0141, a distance of 265 94 Feet to the North east corner of said O R Book 4109, Pages 0139-0141, North 89°43'42" West along the North line of said O R Book 4109, Pages 0139-0141, a distance of 781 38 Feet to the northern corner of said O R Book 4109, Pages 0139-0141, thence South 00°17'11" West along the West line of the following O R Book and pages of said O R Book 4109, Pages 0139-0141, O R Book 2520, Page 2171, O R Book 2351, Page 2722, O R Book 3312, Page 208 and the West line of said Cypress Lake Estates, a distance of 2,616 50 Feet to a point on the North line of lands described in O R Book 4242, Pages 2004-2005, thence North 89°53'49" West along the North line of said O R Book 4242, Pages 2004-2005, a distance of 415 62 Feet to the Northwest corner of said O R Book 4242, Pages 2004-2005, thence South 00°41'22" West along the east line of said O R Book 4242, Pages 2004-2005, a distance of 663 32 Feet to a point lying 50 feet North (by perpendicular measurement) of the South line of the Southwest 1/4 of said Section 5, thence North 89°56'32" West parallel to said South line, a distance of 1,135 90 Feet to a point on the West line of said Section 5 and the West line of Valkaria Intermar Unrecorded Lakes And Tracts, thence North 00°36'51" East along said West line, a distance of 2,606 64 Feet to the West 1/4 corner of said Section 5, thence North 00°01'36" East along said West line, a distance of 2,633 71 Feet to the Northwest corner of said Section 5 and the South line of Florida Indian River Land Company, according to the Plat thereof, as recorded in Plat Book 1, Page 166, of the said Public Records of Brevard County, thence South 89°45'03" East along the North line of said Section 5 and the South line of said Florida Indian River Land Company, a distance of 5,311 48 Feet to the POINT-OF-BEGINNING

Containing 386.257 Acres of land more or less.





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.11.

5/9/2023

### Subject:

Authorization, RE: Municipal Review of Local Option Gas Tax (LOGT) Percentages Allocations

### Fiscal Impact:

For FY 2023-2024, Brevard County will receive 47.14% of the Local Option Gas Tax revenue.

### Dept/Office:

Budget Office

### Requested Action:

It is requested the Board of County Commissioners direct the Clerk to mail a copy of the Local Option Gas Tax (LOGT) percentage allocations to each Municipality for review. It is also recommended that the Board conduct the final reviews of the allocations at the July 25, 2023 Board Meeting.

### Summary Explanation and Background:

Per Chapter 336.025 F.S., the Florida Department of Revenue uses the distribution percentages provided by the County to distribute the proceeds of Local Option Gas Tax between the County and eligible Municipalities within the County.

The current Interlocal Agreement for the Local Option Gas Tax (LOGT) Revenue Distribution states that each year, the percentage allocations will be prepared and sent to the Board of County Commissioners and to each Municipality for review. A period of not less than thirty (30) days is allowed for review and comment by the municipalities. After the review and comment period, the Board is required to certify the revenue percentage allocations and submit them to Clerk's Finance Department. The Clerk's Finance Department is required, by Interlocal Agreement, to submit the allocations to the Department of Revenue prior to August 15 each year. The final certification review is scheduled for July 25, 2023.

Updates to the attached data will be provided as soon as they become available. Final population and expenditures data will be included with the final certification review on July 25, 2023.

The attached information shows the population and transportation expenditure figures (estimated for some Municipalities) in accordance with the formula outlined in the Interlocal Agreement. According to the Interlocal Agreement, the County's minimum revenue share is 47.14% beginning in September 1991. When reviewing the draft allocations in May and June, local governments will be requested to provide their FY 2022 expenditure data with their comments on the draft allocations. The remaining, non-county revenue share (52.86% of the total) will be proportionally allocated among the municipalities according to the relative population and prior year transportation expenditures.



**Clerk to the Board Instructions:**

Mail a copy of Local Option Gas Tax (LOGT) percentage allocations to each Municipality for review.

## EXHIBIT A

**ANNUAL SIX CENT GAS TAX REVENUES**

(50% POPULATION and 50% TRANSPORTATION EXPENDITURES)

JURISDICTION	PERCENT SHARE TOTAL	PERCENT SHARE MUNICIPALITIES	ESTIMATED 2022 REVENUE SHARE
BREVARD COUNTY	47.14004266	---	\$ 10,067,092
CAPE CANAVERAL	1.163700449	2.20147822	\$ 248,517
COCOA	2.042891123	3.86472337	\$ 436,274
COCOA BEACH	1.45390073	2.75047655	\$ 310,491
GRANT-VALKARIA	0.543231178	1.02767994	\$ 116,011
INDIALANTIC	0.51024242	.96527210	\$ 108,966
INDIAN HARBOUR BEACH	1.362585284	2.57772680	\$ 290,990
MALABAR	0.504591853	.95458241	\$ 107,759
MELBOURNE	14.92967916	28.24383504	\$ 3,188,339
MELBOURNE BEACH	0.464931186	.87955271	\$ 99,289
MELBOURNE VILLAGE	0.072018801	.13624453	\$ 15,380
PALM BAY	16.56064855	31.32928853	\$ 3,536,645
PALM SHORES	0.112515485	.21285580	\$ 24,028
ROCKLEDGE	3.555470017	6.72620675	\$ 759,296
SATELLITE BEACH	2.042498084	3.86397982	\$ 436,190
TITUSVILLE	4.050912732	7.66348090	\$ 865,101
WEST MELBOURNE	3.49014029	6.60261655	\$ 745,344
TOTAL	100.0000000	100.0000000	\$21,355,713

## 2022 POPULATION AND PERCENTAGES

<i><b>JURISDICTION</b></i>	<i><b>POPULATION</b></i>	<i><b>PERCENT</b></i>	<i><b>INCORP PERCENT</b></i>
BREVARD COUNTY	229,494	36.57018472	---
CAPE CANAVERAL	9,988	1.59160155	2.50923251
COCOA	19,892	3.16981757	4.99736214
COCOA BEACH	11,385	1.81421542	2.86019344
GRANT-VALKARIA	4,677	0.74528639	1.17497802
INDIALANTIC	2,998	0.47773543	0.75317171
INDIAN HARBOUR BEACH	8,978	1.43065666	2.25549554
MALABAR	3,019	0.48108180	0.75844743
MELBOURNE	87,007	13.86468519	21.85830926
MELBOURNE BEACH	3,237	0.51582040	0.81321442
MELBOURNE VILLAGE	680	0.10835894	0.17083281
PALM BAY	126,748	20.19746823	31.84223088
PALM SHORES	1,198	0.19090295	0.30096722
ROCKLEDGE	28,500	4.54151422	7.15990453
SATELLITE BEACH	11,393	1.81549023	2.86220324
TITUSVILLE	49,493	7.88677766	12.43386509
WEST MELBOURNE	28,857	4.59840266	7.24959176
TOTAL	627,544	100.00000000	
TOTAL INCORPORATED	398,050		100.00000000

SOURCE: Office of Economic & Demographic Research, University of Florida  
[edr.state.fl.us/Content/population-demographics/data/2022\\_Pop\\_Estimates.pdf](http://edr.state.fl.us/Content/population-demographics/data/2022_Pop_Estimates.pdf)

PREVIOUS FIVE YEAR TRANSPORTATION EXPENDITURES -- ACCOUNT 541

	2022	2021	2020	2019	2018	TOTAL	PERCENT OF TOTAL	INCORP PERCENT OF TOTAL
BREVARD COUNTY	\$ 50,952,896	\$ 58,949,936	\$ 69,002,163	\$ 64,482,772	\$ 52,767,961	\$ 296,155,728	52.14469858	---
CAPE CANAVERAL	\$ 1,257,251	\$ 955,355	\$ 808,829	\$ 1,113,579	\$ 1,012,016	\$ 5,147,030	0.90624730	1.893723934
COCOA	\$ 1,605,198	\$ 1,257,894	\$ 1,784,048	\$ 1,098,195	\$ 1,680,310	\$ 7,425,645	1.30744732	2.732084593
COCOA BEACH	\$ 2,353,302	\$ 964,826	\$ 1,472,364	\$ 1,232,351	\$ 1,154,587	\$ 7,177,429	1.26374349	2.640759654
GRANT-VALKARIA	\$ 277,760	\$ 710,926	\$ 325,601	\$ 433,128	\$ 645,411	\$ 2,392,826	0.42130939	0.880381864
INDIALANTIC	\$ 794,388	\$ 599,530	\$ 549,591	\$ 571,854	\$ 684,666	\$ 3,200,029	0.56343515	1.177372486
INDIAN HARBOUR BEACH	\$ 1,477,758	\$ 1,668,433	\$ 1,459,087	\$ 1,510,232	\$ 1,766,405	\$ 7,881,915	1.38778367	2.899958050
MALABAR	\$ 541,004	\$ 849,763	\$ 547,755	\$ 607,276	\$ 581,784	\$ 3,127,582	0.55067927	1.150717383
MELBOURNE	\$ 16,399,315	\$ 17,065,907	\$ 20,269,776	\$ 23,104,718	\$ 17,280,845	\$ 94,120,561	16.57198501	34.629360832
MELBOURNE BEACH	\$ 44,148	\$ 695,238	\$ 718,229	\$ 300,376	\$ 812,885	\$ 2,570,876	0.45265899	0.945890993
MELBOURNE VILLAGE	\$ 55,259	\$ 44,207	\$ 77,955	\$ 48,997	\$ 49,877	\$ 276,296	0.04864791	0.101656253
PALM BAY	\$ 17,494,163	\$ 18,296,573	\$ 17,856,597	\$ 13,949,055	\$ 16,160,624	\$ 83,757,012	14.74725535	30.816346183
PALM SHORES	\$ 70,089	\$ 86,336	\$ 66,700	\$ 58,422	\$ 57,502	\$ 339,048	0.05969680	0.124744386
ROCKLEDGE	\$ 3,420,534	\$ 3,455,941	\$ 3,565,630	\$ 3,373,402	\$ 3,287,162	\$ 17,102,668	3.01129913	6.292508961
SATELLITE BEACH	\$ 3,738,498	\$ 2,608,404	\$ 2,756,603	\$ 2,315,249	\$ 1,806,085	\$ 13,224,839	2.32852239	4.865756396
TITUSVILLE	\$ 1,572,653	\$ 1,551,151	\$ 1,776,524	\$ 1,556,368	\$ 1,406,570	\$ 7,863,266	1.38450015	2.893096698
WEST MELBOURNE	\$ 3,029,426	\$ 2,453,833	\$ 1,770,384	\$ 3,562,728	\$ 5,370,711	\$ 16,187,082	2.85009011	5.955641333
TOTAL	\$ 105,083,641	\$ 112,214,253	\$ 124,807,836	\$ 119,318,702	\$ 106,525,400	\$ 567,949,832	100.00000000	
INCORPORATED TOTAL	\$ 54,130,745	\$ 53,264,317	\$ 55,805,673	\$ 54,835,930	\$ 53,757,439	\$ 271,794,104		100.000000000

# **LOCAL OPTION GAS TAX PERCENT REVENUE SHARE CALCULATION**

FORMULA: (.5 x POPULATION PERCENT) + (.5 x EXPENDITURE PERCENT) = PER CENT REVENUE SHARE

BREVARD COUNTY	INTERLOCAL AGREEMENT MINIMUM ALLOCATION:	47.14004266
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## **RELATIVE MUNICIPAL REVENUE SHARES\***

CAPE CANAVERAL	0.5 X	2.50923251 1.25461625	+	0.5 X	1.89372393 .94686197	=	2.20147822
COCOA	0.5 X	4.99736214 2.49868107	+	0.5 X	2.73208459 1.36604230	=	3.86472337
COCOA BEACH	0.5 X	2.86019344 1.43009672	+	0.5 X	2.64075965 1.32037983	=	2.75047655
GRANT-VALKARIA	0.5 X	1.17497802 .58748901	+	0.5 X	.88038186 .44019093	=	1.02767994
INDIALANTIC	0.5 X	.75317171 .37658586	+	0.5 X	1.17737249 .58868624	=	0.96527210
INDIAN HARBOUR BEACH	0.5 X	2.25549554 1.12774777	+	0.5 X	2.89995805 1.44997903	=	2.57772680
MALABAR	0.5 X	.75844743 .37922372	+	0.5 X	1.15071738 .57535869	=	0.95458241
MELBOURNE	0.5 X	21.85830926 10.92915463	+	0.5 X	34.62936083 17.31468042	=	28.24383504
MELBOURNE BEACH	0.5 X	.81321442 .40660721	+	0.5 X	.94589099 .47294550	=	0.87955271
MELBOURNE VILLAGE	0.5 X	.17083281 .08541640	+	0.5 X	.10165625 .05082813	=	0.13624453
PALM BAY	0.5 X	31.84223088 15.92111544	+	0.5 X	30.81634618 15.40817309	=	31.32928853
PALM SHORES	0.5 X	.30096722 .15048361	+	0.5 X	.12474439 .06237219	=	0.21285580
ROCKLEDGE	0.5 X	7.15990453 3.57995227	+	0.5 X	6.29250896 3.14625448	=	6.72620675
SATELLITE BEACH	0.5 X	2.86220324 1.43110162	+	0.5 X	4.86575640 2.43287820	=	3.86397982
TITUSVILLE	0.5 X	12.43386509 6.21693255	+	0.5 X	2.89309670 1.44654835	=	7.66348090
WEST MELBOURNE	0.5 X	7.24959176 3.62479588	+	0.5 X	5.95564133 2.97782067	=	6.60261655
TOTAL (MUNICIPALITIES ONLY*)							100.00000000

\*SEE THE ANNUAL SIX CENT GAS TAX REVENUES DOCUMENT FOR THE MUNICIPALITIES SHARE OF THE TOTAL REVENUES



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.12.

5/9/2023

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### **Subject:**

FY 2021-2022 Merritt Island Public Library Tax District Board Annual Financial Report

### **Fiscal Impact:**

n/a

### **Dept/Office:**

Budget Office

### **Requested Action:**

It is requested that the Board acknowledge receipt of the fiscal year 2021-2022 Merritt Island Public Library Tax District Board Annual Report.

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

Section 10, House Bill No. 1079, Chapter 2005-321, Laws of Florida, requires the treasurer of the Merritt Island Public Library Tax District Board to file a copy of the semiannual report of the receipts and expenditures of the district funds with the Board of County Commissioners of Brevard County in April each year. Attached is a copy of the semiannual report for FY2022-2023, and a copy of the FY2021-2022 Annual Financial Statements and Independent Audit Report.

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

Maintain necessary documents for records retention.



## MERRITT ISLAND PUBLIC LIBRARY

April 20, 2023

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

RECEIVED

APR 28 2023

BUDGET OFFICE

Dear Board of County Commissioners,

Section 10, House Bill No. 1079, Chapter 2005-321, Laws of Florida, requires the treasurer of the Merritt Island Public Library Tax District Board to file a copy of the semiannual report of the receipts and expenditures of the district funds with the Board of County Commissioners of Brevard County in April each year. Accordingly, attached please find a copy of the semiannual report for the fiscal year 2022-2023 and a copy of the 2022 annual audit report. Please contact Michelle at the Merritt Island Public Library, (321) 455-1369, if you have any questions.

Sincerely,

Robert David Baker  
Treasurer  
Merritt Island Public Library Tax District Board

4:30 PM  
04/10/23  
Accrual Basis

Merritt Island Public Library Tax District  
Profit & Loss Budget vs. Actual  
October 2022 through March 2023

	Oct '22 - M...	Budget	\$ Over B...	% of B...
Ordinary Income/Expense				
Income				
402 · Tax Collection	459,549.62	483,243.00	-23,693.38	95.1%
405 · Interest Income	15,313.75	1,500.00	13,813.75	1020.9%
408 · Misc Income	2,840.08	1,500.00	1,340.08	189.3%
409 · Donations	0.00	100.00	-100.00	0.0%
Total Income	477,703.45	486,343.00	-8,639.55	98.2%
Expense				
505 · Books & Periodicals	7,132.33	15,000.00	-7,867.67	47.5%
507 · Collection Fees	13,941.54	16,000.00	-2,058.46	87.1%
509 · Dues & Membership	175.00	800.00	-625.00	21.9%
515 · Insurance	1,821.00	25,000.00	-23,179.00	7.3%
521 · Legal & Accounting	4,000.00	9,000.00	-5,000.00	44.4%
525 · Payroll Expenses	10,625.22	32,000.00	-21,374.78	33.2%
526 · Florida Retirement System	1,265.41	4,000.00	-2,734.59	31.6%
527 · Payroll Taxes	812.84	2,500.00	-1,687.16	32.5%
528 · Shared Labor/Contracted...	80.00	10,000.00	-9,920.00	0.8%
529 · Performance Award & P...	3,474.65	9,000.00	-5,525.35	38.6%
530 · Programs	1,597.72	8,000.00	-6,402.28	20.0%
531 · Repairs & Maintenance	5,916.50	20,000.00	-14,083.50	29.6%
533 · Supplies	120.39	8,000.00	-7,879.61	1.5%
535 · Travel/Training	0.00	1,000.00	-1,000.00	0.0%
Total Expense	50,962.60	160,300.00	-109,337.40	31.8%
Net Ordinary Income	426,740.85	326,043.00	100,697.85	130.9%
Other Income/Expense				
Other Expense				
901 · Equipment Purchases	0.00	17,000.00	-17,000.00	0.0%
903 · Capital Improvements	29,940.00	305,000.00	-275,060.00	9.8%
905 · Contingency	0.00	4,043.00	-4,043.00	0.0%
Total Other Expense	29,940.00	326,043.00	-296,103.00	9.2%
Net Other Income	-29,940.00	-326,043.00	296,103.00	9.2%
Net Income	396,800.85	0.00	396,800.85	100.0%



**MERRITT ISLAND PUBLIC  
LIBRARY DISTRICT**

**Financial Statements  
and  
Supplemental Information**

**September 30, 2022**

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## INDEPENDENT AUDITOR'S REPORT

### **Partners**

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Joe M. Krusick  
Cori G. Cameron  
Bob P. Marchewka  
Ric Perez  
Renee C. Varga  
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American Institute of  
Certified Public  
Accountants

Florida Institute of  
Certified Public  
Accountants

To the Board of Directors  
Merritt Island Public Library District  
Merritt Island, Florida

### **Report on the Financial Statements**

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities and each major fund of Merritt Island Public Library District (the "District"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Merritt Island Public Library District, as of September 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of proportionate share of net pension liability, schedule of pension contributions, and budgetary comparison information on pages 4 through 7 and 28 through 32 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## **Other Information**

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

## **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*Moss, Krusick, and Associates, LLC*

Winter Park, Florida  
March 31, 2023

## **Management's Discussion And Analysis**

As management of Merritt Island Public Library District (the "District"), we offer readers of the District's financial statements this narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2022, to (a) assist the reader in focusing on significant financial issues, (b) provide an overview and analysis of the District's financial activities, (c) identify changes in the District's financial position, (d) identify material deviations from the approved budget.

Because the information contained in the Management's Discussion and Analysis (MD&A) is intended to highlight significant transactions, events and conditions, it should be considered in conjunction with the basic financial statements found on pages 8 – 13.

### **Financial Highlights**

- The assets plus deferred outflow of resources of the District exceeded its liabilities plus deferred inflow of resources at the close of the most recent fiscal year by \$2,093,958 (net position).
- Of the \$2,093,958 reported as net position, \$1,052,008 represented investments in capital assets (net of accumulated depreciation) and \$1,041,950 represented unrestricted assets.
- The District's general fund reported an ending fund balance of \$1,060,892, an increase of \$225,472 in comparison with prior year.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$513,892.

### **Overview of the Financial Statements**

The Merritt Island Public Library District's (the "District") discussion and analysis is designed to (1) assist the reader in focusing on significant financial issues and activities, and to identify any significant changes in financial position, (2) provide an overview of the Library's financial activity, (3) identify changes in the Library's financial position (its ability to address the next and subsequent year's challenges) and (4) identify issues or concerns. This discussion and analysis is intended to serve as an introduction to the District's financial statements, which is comprised of the basic financial statements and the notes to the financial statements. Since the District is comprised of a single general fund, no fund level financial statements are shown. This financial report also contains the following items to enhance the readers understanding of the financial data:

- Supplemental information concerning the Library's Schedule of Revenues and Expenses – Budget and Actual - General Fund.
- Notes to the financial statements which convey a full understanding of the District's financial statement data.
- Required supplemental information concerning the District's proportionate share of the net pension liability and required contributions for the cost-sharing defined-benefit pension plans in which it participates.

### **Government-wide Financial Statements**

The government-wide and fund financial statements are combined for this report, as all activities of the District are governmental activities and the District is deemed to be a single-program government. The report consists of the government-wide and fund statements, notes to the financial statements and other supplementary information. The Statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private sector business.

The statement of net position presents information on all of the District's assets and liabilities, and deferred outflows/inflows with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The government-wide financial statements distinguish functions of the District that are principally supported by the ad valorem tax revenue received from the taxpayers. The governmental activities of the District include: general government, primarily consisting of culture and recreational activities.

**Fund financial statements** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental funds** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions.

Both the governmental fund balance sheet and statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains only one individual governmental fund, The General Fund.

The District adopts an annual budget. A budgetary comparison schedule has been provided to demonstrate compliance with this budget.

### **Government-Wide Financial Analysis**

**Notes to the financial statements** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found starting on page 14 of this report.

As noted previously, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets plus deferred outflow of resources exceeded liabilities plus deferred inflow of resources by \$2,093,958 at the close of the most recent fiscal year.

Governmental activities Governmental activities have an increase of \$109,776 in the District's net position, for the year ended September 30, 2022. The comparison to prior years follows.

## Government-Wide Financial Analysis

The following summarizes the District's net position at September 30, 2022 and 2021 and the changes between the two years.

<b>NET POSITION</b>			
<b>Governmental Activities</b>			
	<b>9/30/2022</b>	<b>9/30/2021</b>	<b>Variance</b>
<b>ASSETS</b>			
Cash and cash equivalents	\$ 1,062,656	\$ 840,456	\$ 222,200
Capital assets, net	1,052,008	1,168,334	(116,326)
Total assets	2,114,664	2,008,790	105,874
Deferred outflows of resources	6,431	9,139	(2,708)
Total assets and deferred outflows of resources	2,121,095	2,017,929	103,166
<b>LIABILITIES</b>			
Accounts payable	1,764	5,036	(3,272)
Non current libailites	13,761	9,738	4,023
Total liabilities	15,525	14,774	751
Deferred inflows of resources	11,612	18,973	(7,361)
Total liabilities and deferred inflows of resources	27,137	33,747	(6,610)
<b>NET POSITION</b>			
Net investment in capital assets	1,052,008	1,168,334	(116,326)
Unrestricted	1,041,950	815,848	226,102
Total net position	\$ 2,093,958	\$ 1,984,182	\$ 109,776

The decrease in capital assets is due mainly to current year depreciation.

The following summarizes the District's change in net position at September 30, 2022 and 2021 and the differences between the two years.

<b>CHANGES IN NET POSITION</b>			
<b>Governmental Activities</b>			
	<b>2022</b>	<b>2021</b>	<b>Variance</b>
<b>REVENUES</b>			
Taxes	\$ 311,453	\$ 262,105	\$ 49,348
Interest	4,999	1,489	3,510
Other income	4,674	3,588	1,086
Total revenues	321,126	267,182	53,944
<b>EXPENSES</b>			
Cultural and recreation	211,350	226,653	15,303
Total expenses	211,350	226,653	15,303
Change in net position	109,776	40,529	69,247
Net position - beginning	1,984,182	1,943,653	40,529
Net position - ending	\$ 2,093,958	\$ 1,984,182	\$ 109,776



The approximate increase of \$110,000 in the District's net position is due mainly to an increase in tax revenues of approximately \$49,000 and to decreases in capital improvements of approximately \$47,000.

### **Financial Analysis of the Government's Funds**

**Governmental funds.** The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. The unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The District's governmental fund balance increased by \$225,472 during the current fiscal year to \$1,060,892 at September 30, 2022.

### **General Fund Budgetary Highlights**

For the year ended September 30, 2022, actual revenues were more than budgeted amounts by \$21,887 and expenditures were less than originally budgeted by \$203,585. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriation must be approved by the Board of Directors.

### **Capital Asset and Debt Administration**

**Capital Assets.** The District's investment in capital assets for its governmental activities as of September 30, 2022 amounts to \$1,052,008, or 50 percent of total net assets. This investment in capital assets includes all assets, (land, buildings, fixtures, and equipment) net of accumulated depreciation.

**Debt.** At the end of the current fiscal year, the District did not have any debt.

### **Economic Factors**

Legislation, property values and millage rates are all significant economic factors that affect the District.

### **Request for Information**

This financial report is designed to provide a general overview of Merritt Island Public Library District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Board of Directors, Merritt Island Public Library District, 1195 N. Courtenay Parkway, Merritt Island, FL, 32953.

**Merritt Island Public Library District**

**STATEMENT OF NET POSITION**

**September 30, 2022**

**ASSETS**

**CURRENT ASSETS**

Cash and cash equivalents	\$ 1,062,656
Total current assets	<u>1,062,656</u>

**CAPITAL ASSETS**

Capital assets not being depreciated:	
Land	51,600
Capital assets, net of accumulated depreciation:	
Buildings and building improvements	948,280
Equipment	52,128
Total capital assets, net	<u>1,052,008</u>
Total assets	<u>2,114,664</u>

**DEFERRED OUTFLOWS OF RESOURCES**

Deferred assumptions, contributions, and experience	6,431
Total assets and deferred outflows of resources	<u>2,121,095</u>

**LIABILITIES**

Accounts payable	1,764
Noncurrent liabilities:	
Net pension liability	13,761
Total liabilities	<u>15,525</u>

**DEFERRED INFLOWS OF RESOURCES**

Deferred change in proportion, (NPL), contributions, experience, and investments	11,612
Total liabilities and deferred inflows of resources	<u>27,137</u>

**NET POSITION**

Net investment in capital assets	1,052,008
Unrestricted	1,041,950
Total net position	<u>\$ 2,093,958</u>

The accompanying notes are an integral part of these financial statements.

**Merritt Island Public Library District**

**STATEMENT OF ACTIVITIES**

**Year Ended September 30, 2022**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental activities:					
Cultural and recreation	\$ 211,350	\$ -	\$ -	\$ -	\$ (211,350)
Total governmental activities	<u>\$ 211,350</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(211,350)</u>
General revenues:					
					311,453
					4,999
					4,674
				Total general revenues	<u>321,126</u>
				Change in net position	109,776
				Net position at September 30, 2021	<u>1,984,182</u>
				Net position at September 30, 2022	<u>\$ 2,093,958</u>

The accompanying notes are an integral part of these financial statements.

**Merritt Island Public Library District**

**BALANCE SHEET – GOVERNMENTAL FUNDS**

**September 30, 2022**

**ASSETS**

Cash and cash equivalents	\$ 1,062,656
Total assets	<u>\$ 1,062,656</u>

**LIABILITIES AND FUND BALANCES**

**LIABILITIES**

Accounts payable	\$ 1,764
Total liabilities	<u>1,764</u>

**FUND BALANCES**

Committed	547,000
Unassigned	<u>513,892</u>
Total fund balances	<u>1,060,892</u>
Total liabilities and fund balances	<u>\$ 1,062,656</u>

The accompanying notes are an integral part of these financial statements.

**Merritt Island Public Library District**

**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET  
TO THE STATEMENT OF NET POSITION**

**September 30, 2022**

Fund balances - total governmental funds		\$	1,060,892
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Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds. Those assets consist of:

Capital assets	3,244,998		
Accumulated depreciation	<u>(2,192,990)</u>		1,052,008

Deferred outflows and inflows or resources related to pensions are applicable to future periods and, therefore, are not reported in the funds

Deferred outflows of resources	6,431		
Deferred inflows of resources	<u>(11,612)</u>		(5,181)

Noncurrent liabilities are not due and payable in the current period and therefore are not reported in the funds.

<u>(13,761)</u>
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Total net position of governmental activities		\$	<u><u>2,093,958</u></u>
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The accompanying notes are an integral part of these financial statements.

**Merritt Island Public Library District**

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES  
IN FUND BALANCES – GOVERNMENTAL FUNDS**

**Year Ended September 30, 2022**

Revenues	
Taxes	\$ 311,453
Interest	4,999
Other income	4,674
Total revenues	<u>321,126</u>
Expenditures	
Culture and recreation:	
Insurance	16,745
Payroll	13,038
Books and periodicals	12,176
Tax service collection fees	11,996
Repairs and maintenance	11,179
Professional fees	8,500
Publicity	6,174
Programs	5,709
Shared county labor/sub-contracted service	2,005
Supplies	1,688
Pension expense	1,447
Payroll taxes	997
Dues and membership	314
Travel and training	200
Capital outlays	
Equipment purchases	3,486
Total expenditures	<u>95,654</u>
Excess of revenues over expenditures	225,472
Fund balances at September 30, 2021	<u>835,420</u>
Fund balances at September 30, 2022	<u>\$ 1,060,892</u>

The accompanying notes are an integral part of these financial statements.

**Merritt Island Public Library District**

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES  
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**

**Year Ended September 30, 2022**

Net change in fund balances - total government funds \$ 225,472

The change in net position reported for governmental activities in the statement of activities is different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets are allocated over their estimated useful lives and reported as depreciation expense.

Capital outlay	\$ 3,486	
Less current year depreciation	<u>(119,812)</u>	(116,326)

Some expenses reported in the Statement of Activities require the use of current financial resources and, therefore, are reported as expenditures in governmental funds.

Decrease in pension expense	<u>630</u>
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Change in net position of governmental activities	<u><u>\$ 109,776</u></u>
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The accompanying notes are an integral part of these financial statements.

## Merritt Island Public Library District

### NOTES TO FINANCIAL STATEMENTS

September 30, 2022

#### NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements present the financial position and the change in financial position of the applicable fund types governed by the Board of Directors of the Merritt Island Public Library District ("the District") and have been prepared in conformity with accounting principles generally accepted in the United States (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and reporting principles. The more significant policies of the District are described below.

1. Reporting entity

The District was created by Chapter 65-1289, Special Acts of Florida, 1965, is located within Brevard County, and is governed by the Merritt Island Public Library District Board. The District, along with the Brevard County Board of County Commissioners (the "County"), operate and maintain the Merritt Island Public Library (the "Library") located in Merritt Island, Florida.

2. Government-wide and fund financial statements

The governmental-wide financial statements consist of a statement of net position and a fund balance-governmental fund revenues, expenditures, and changes in fund balances/statement of activities statement. These statements report information on all of the non-fiduciary activities of the primary government.

Net position, the difference between assets and liabilities, and deferred outflows/inflows presented in the statement of net position, are subdivided into three categories: net investment in capital assets, restricted and unrestricted net position.

The statement of activities presents a comparison between the direct and indirect expenses of a given function and its program revenues, and displays the extent to which each function contributes to the change in net position for the fiscal year. Direct expenses are those that are clearly identifiable to a specific function.

Indirect expenses are costs the District has allocated to various functions. Program revenues consist of charges for services, operating grants and contributions, and capital grants and contributions.

Charges for services refer to amounts received from those who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment. Revenues not classified as program revenues are reported as general revenues.

Separate fund financial statements report detailed information about the District's governmental funds. The focus of governmental fund financial statements is on major funds. Therefore, major funds are reported as separate columns in the fund financial.

The statements and non-major funds are aggregated and presented as a single column on each statement. A reconciliation is provided that converts the results of governmental fund accounting to the government-wide presentation.

The District reports the following major governmental fund:

General fund – the general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.



Merritt Island Public Library District

NOTES TO FINANCIAL STATEMENTS

September 30, 2022

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (continued)

3. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

All governmental funds are accounted for using the modified accrual basis of accounting. Under this method, revenues are recognized when they become measurable and available to finance expenditures of the current period. "Available" means collectible within the current period or soon enough thereafter to pay liabilities of the current period, considered by the District to be sixty days.

Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. One exception to this general rule includes principal and interest on general long-term debt which is recognized when due.

All governmental funds are accounted for on a spending or "financial flow" measurement focus. This means that only current assets and current liabilities are generally included on their balance sheets. Their reported fund balance (net position) is considered a measure of "available for resources".

Generally, when both restricted and unrestricted resources are available for use, the District uses restricted resources first, and then unrestricted resources as needed.

4. Use of estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results may differ from those estimates.

5. Cash and cash equivalents

The District considers cash and highly liquid investments purchased with a maturity of three months or less to be cash equivalents.

6. Deferred Outflows and Inflows of Resources

In addition to assets, the statement of net position or balance sheet reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position or balance sheet reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

**Merritt Island Public Library District**

**NOTES TO FINANCIAL STATEMENTS**

**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (continued)**

**7. Capital assets**

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are valued at their estimated fair value on the date donated. The District has adopted a \$750 capitalization limit for assets which have a useful life of one year or more. The cost of property sold or retired together with the related accumulated depreciation, is removed from the appropriate accounts, and any resulting gain or loss is included in net income.

Depreciation is provided using the straight-line method over the estimated useful lives of the assets, generally ten to forty years for building and improvements and five to ten years for furniture and equipment. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

**8. Fund balances**

In accordance with GASB 54, the Library is required to report fund balance amounts in five classifications: nonspendable and spendable categories of restricted, committed, assigned, and unassigned, as follows:

Nonspendable fund balance – amounts that cannot be spent whether because it is not in spendable form or because of legal or contractual requirements. The Library had no nonspendable fund balance amounts at September 30, 2022.

Restricted fund balance – amounts that are constrained for specific purposes which are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments. There is no restricted fund balance at September 30, 2022.

Committed fund balance – amounts that can only be used for specific purposes pursuant to constraints imposed by formal action by the Library's highest level of decision-making authority. The Library's Board of Trustees addresses these commitments through formal board action prior to the Library's fiscal year end. The Library had a committed fund balance of \$547,000 at September 30, 2022 for roof and A/C replacement.

Assigned fund balance – amounts the District intends to use for specific purposes that are neither considered restricted or committed. Assignments can be made by the Trustees. The Library had no assigned fund balance amounts at September 30, 2022.

Unassigned fund balance – Includes residual positive fund balance within the General Fund which has not been classified within the other above-mentioned categories. Unassigned fund balances may also include negative fund balances for any other governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes. The Library has an unassigned fund balance of \$513,892 in its general fund at September 30, 2022.

The Library's policy is to first spend restricted funds when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this. Additionally, the Library's policy is to spend funds in the following order: committed, assigned, and unassigned.

The Library does not have a formal minimum fund balance policy, nor has it established any stabilization arrangements within fund balances.

**Merritt Island Public Library District**

**NOTES TO FINANCIAL STATEMENTS**

**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (continued)**

**9. Income tax**

The District qualifies as a tax-exempt entity and is, therefore, exempt from income tax. Accordingly, no tax provision has been made in the accompanying financial statements.

**10. New GASB pronouncements implemented**

The GASB issued Statement No. 87, Leases, which established new guidance for lease accounting for lessees and lessors and eliminates the classification of leases into operating and capital leases. This statement established a single model for lease accounting based on the principle that leases are financings of the right-to-use an underlying asset. Lessees will recognize a lease liability and an intangible right to use lease asset. Lessors will recognize a lease receivable and a deferred inflow of resources. The provisions in GASB 87 were implemented in the fiscal year 2022. The implementation of the new pronouncement did not have any impact on the financial statements as the District does not have any leases which meet the new requirements.

**NOTE B – CASH DEPOSITS**

The investment of surplus funds is governed by the provisions of Florida Statute 218.415 as to the type of investments that can be made. Deposits may be exposed to custodial credit risk (risk of loss in the event of a bank failure). The Board manages its custodial credit risk by maintaining its deposits in a financial institution designated as "Qualified Public Depository" by the State Treasurer. All deposits were fully insured through a combination of Federal depository insurance and participation of the financial institution in the multiple financial institution collateral pool as specified in Chapter 280, Florida Statutes. Accordingly, risk of loss due to bank failure is not significant.

The deposits with the State Board of Administration (the "SBA") are composed of local governmental surplus funds deposited therein by units of local government and are insured by the multiple financial institution collateral pool established by Florida Statutes. Section 218.407, Florida Statutes govern the investing of public funds with the SBA.

The Florida PRIME is operated as a "2a7-like" money market fund.

The following deposit and investment accounts were included in the various funds at September 30, 2022:

Deposits and insured investments	<u>Duration</u>	<u>Fair Value</u>
Deposits and insured investments	N/A	\$ 424,066
Deposits with State Board of Administration:		
Florida Prime	35 days	638,590
		<u>\$ 1,062,656</u>

**Merritt Island Public Library District**

**NOTES TO FINANCIAL STATEMENTS**

**September 30, 2022**

**NOTE C – CAPITAL ASSETS**

Capital asset activity for the year ended September 30, 2022 was as follows:

	Balance at Beginning of the year	Additions	Deletions	Balance at the end of the year
<u>Governmental activities</u>				
Capital assets, not depreciated:				
Land	\$ 51,600	\$ -	\$ -	\$ 51,600
Capital assets depreciated:				
Building and improvements	2,712,382	-	-	2,712,382
Furniture, fixtures and equipment	477,530	3,486	-	481,016
Total capital assets depreciated	<u>3,189,912</u>	<u>3,486</u>	<u>-</u>	<u>3,193,398</u>
Less accumulated depreciation:				
Building and improvements	1,671,006	93,096	-	1,764,102
Furniture, fixtures and equipment	402,172	26,716	-	428,888
Total accumulated depreciation	<u>2,073,178</u>	<u>119,812</u>	<u>-</u>	<u>2,192,990</u>
Total governmental activities capital assets, net	<u>\$ 1,168,334</u>	<u>\$ (116,326)</u>	<u>\$ -</u>	<u>\$ 1,052,008</u>

Depreciation expense is charged to culture and recreation.

**NOTE D – PROPERTY TAXES**

The legislative act, which created the Merritt Island Public Library District, allowed for the levy of ad valorem taxes. The mileage allowed under the Act and the mileage levied are \$.0751 per thousands of assessed value for 2022. Property values are assessed as of January 1 of each year, at which time taxes become an enforceable lien on property. Tax bills are mailed in October and are payable upon receipt with discounts at the rate of 4% if paid in November, decreasing by 1% per month with no discount available if paid in the month of March.

**NOTE E – RISK MANAGEMENT PROGRAM**

The District has purchased commercial property insurance and various other insurance coverages from third parties to cover other risks that the District may be exposed to. There have been no significant reductions in coverages during 2022. Settled claims resulting from the risks described above have not exceeded the insurance coverage in any of the previous three years.

**Merritt Island Public Library District**

**NOTES TO FINANCIAL STATEMENTS**

**September 30, 2022**

**NOTE F – EMPLOYEE RETIREMENT SYSTEM COST-SHARING**

*Florida Retirement System*

General Information – Each qualified and participating employee of the District is included in the Florida Retirement System (FRS). As provided by Chapters 121 and 112, Florida Statutes, the FRS provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan (“Pension Plan”) and the Retiree Health Insurance Subsidy (“HIS Plan”). Under Section 121.4501, Florida Statutes, the FRS also provides a defined contribution plan (“Investment Plan”) alternative to the FRS Pension Plan, which is administered by the State Board of Administration (“SBA”).

As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, county government, district board, state university, community college, or a participating city or special district within the State of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000, or from the Web site:

[www.dms.myflorida.com/workforce\\_operations/retirement/publications](http://www.dms.myflorida.com/workforce_operations/retirement/publications).

1. Pension description

The pension plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (“DROP”) for eligible employees.

Benefits under the pension plan are computed on the basis of age, average final compensation, and service credit. For pension plan members enrolled before July 1, 2011, regular class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation based on the five highest years of salary, for each year of credited service.

Vested members with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. Senior Management Service class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 2.0% of their final average compensation based on the five highest years of salary for each year of credited service.

For plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of credited service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Regular and Senior Management Service class members. Also, the final average compensation for all these members will be based on the eight highest years of salary.

**Merritt Island Public Library District**

**NOTES TO FINANCIAL STATEMENTS**

**September 30, 2022**

**NOTE F – EMPLOYEE RETIREMENT SYSTEM COST-SHARING – (continued)**

Florida Retirement System (continued)

1. Pension description (continued)

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of living adjustment is three percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of three percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by three percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with a FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

2. Funding policy

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the periods from July 1, 2021 through June 30, 2022, were as follows: Regular – 11.91%; Senior Management Service - 31.57%; and DROP participants - 18.60%.

3. Pension, liabilities, pension expense, and deferred outflows of resources and deferred inflows of resources related to pensions

These employer contribution rates include 1.66% HIS Plan subsidy for the periods July 1, 2021 through June 30, 2022.

The District's contributions, including employee contributions, if any, to the pension plan totaled \$1,155 for the fiscal year ended September 30, 2022.

At September 30, 2022, the District reported a liability of \$10,072, for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The District's proportionate share of the net pension liability was based on the District's 2021-2022 fiscal year contributions relative to the 2020-2021 fiscal year contributions of all participating members. At June 30, 2022, the District's proportionate share was .000027070%, which was a decrease of 34% from its proportionate share measured as of June 30, 2021.

**Merritt Island Public Library District**

**NOTES TO FINANCIAL STATEMENTS**

**September 30, 2022**

**NOTE F – EMPLOYEE RETIREMENT SYSTEM COST-SHARING – (continued)**

Florida Retirement System (continued)

3. Pension, liabilities, pension expense, and deferred outflows of resources and deferred inflows of resources related to pensions (continued)

For the fiscal year ended September 30, 2022, the District recognized pension expense of \$279. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<b>Description</b>	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Differences between expected and actual experience	\$ 478	\$ -
Change in assumptions	1,240	-
Net difference between projected and actual earnings on Pension Plan investments	665	-
Changes in proportion and differences between District Pension Plan contributions and proportionate share of contributions	1,227	5,855
District Pension Plan contributions subsequent to the measurement date	341	-
	<u>\$ 3,951</u>	<u>\$ 5,855</u>

The deferred outflows of resources related to the Pension Plan, totaling \$341, resulting from District contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

<b>Fiscal Year Ending September 30:</b>	<b>Amount</b>
2024	\$ (435)
2025	(900)
2026	(1,553)
2027	912
2028	(269)
	<u>\$ (2,245)</u>

**Merritt Island Public Library District**

**NOTES TO FINANCIAL STATEMENTS**

**September 30, 2022**

**NOTE F – EMPLOYEE RETIREMENT SYSTEM COST-SHARING – (continued)**

Florida Retirement System (continued)

**4. Actuarial assumptions**

The total pension liability in the July 1, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement.

Inflation 2.40%

Salary increases 3.25%, average, including inflation

Investment rate of return 6.7%, net of pension plan investment expense, including inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB tables.

The actuarial assumptions used in the June 30, 2022 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption for the based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.6%	2.6%	1.1%
Fixed income	19.8%	4.4%	4.4%	3.2%
Global equity	54.0%	8.8%	7.3%	17.8%
Real estate (property)	10.3%	7.4%	6.3%	15.7%
Private equity	11.1%	12.0%	8.9%	26.3%
Strategic investments	3.8%	6.2%	5.9%	7.8%
	<u>100%</u>			
Assumed Inflation- Mean			2.4%	1.3%

**5. Discount rate**

The discount rate used to measure the total pension liability was 6.70%. The pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.



Merritt Island Public Library District

NOTES TO FINANCIAL STATEMENTS

September 30, 2022

NOTE F – EMPLOYEE RETIREMENT SYSTEM COST-SHARING – (continued)

Florida Retirement System (continued)

6. Sensitivity of net position liability to changes in the discount rate

The following represents the District's proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.70%) or one percentage point higher (7.70%) than the current rate:

	1% Decrease (5.70%)	Current Discount Rate (6.70%)	1% increase (7.70%)
District's proportionate share of the net pension liability	\$ 17,419	\$ 10,072	\$ 3,929

7. Sensitivity of net position liability to changes in the discount rate

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

8. Sensitivity of net position liability to changes in the discount rate

At June 30, 2022, the District reported zero payable for outstanding contributions to the Pension Plan required for the fiscal year ended September 30, 2022.

NOTE G – SHARING EMPLOYEE RETIREMENT SYSTEM COST-SHARING SUBSIDY

Health Insurance Subsidy (HIS)

1. Plan description

The HIS plan is a non-qualified, cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-Administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

For the fiscal year ended September 30, 2022, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a State-Administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Merritt Island Public Library District

NOTES TO FINANCIAL STATEMENTS

September 30, 2022

**NOTE G – SHARING EMPLOYEE RETIREMENT SYSTEM COST-SHARING SUBSIDY – (continued)**

Health Insurance Subsidy (HIS)(continued)

2. Funding policy

The HIS plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2022, the HIS contribution for the period October 1, 2021 through September 30, 2022 was 1.66%. The District contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The District's contributions to the HIS Plan totaled \$211 for the fiscal year ended September 30, 2022.

3. Pension, liabilities, pension expense, and deferred outflows of resources and deferred inflows of resources related to pensions

At September 30, 2022, the District reported a liability of \$3,689 for its proportionate share of the HIS plan's net pension liability. The net pension liability was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The District's proportionate share of the net pension liability was based on the District's 2021-2022 fiscal year contributions relative to the 2020-2021 fiscal year contributions of all participating members. At June 30, 2022, the District's proportionate share was .00000034826%, which was a decrease of 35.33% from its proportionate share measured as of June 30, 2022.

For the fiscal year ended September 30, 2022, the District recognized pension expense of \$46. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 112	\$ 16
Change in assumptions	211	571
Net difference between projected and actual earnings on Pension Plan investments	5	-
Changes in proportion and differences between District Pension Plan contributions and proportionate share of contributions	2,096	5,170
District Pension Plan contributions subsequent to the measurement date	56	-
	<u>\$ 2,480</u>	<u>\$ 5,757</u>

Merritt Island Public Library District

NOTES TO FINANCIAL STATEMENTS

September 30, 2022

NOTE G – SHARING EMPLOYEE RETIREMENT SYSTEM COST-SHARING SUBSIDY –  
(continued)

Health Insurance Subsidy (HIS)(continued)

3. Pension, liabilities, pension expense, and deferred outflows of resources and deferred inflows of resources related to pensions(continued)

The deferred outflows of resources related to the HIS plan, totaling \$56 resulting from District contributions to the HIS plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2022.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30:	Amount
2024	\$ (461)
2025	(484)
2026	(582)
2027	(1,041)
2028	(597)
Thereafter	(168)
	<u>\$ (3,333)</u>

4. Actuarial assumptions

The total pension liability in the July 1, 2022, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement.

Inflation 2.40%

Salary increases 3.25%, average, including inflation

Municipal bond rate 3.54%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2018.

The actuarial assumptions used in the June 30, 2022 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

5. Discount rate

The discount rate used to measure the total pension liability was 3.54%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Merritt Island Public Library District

NOTES TO FINANCIAL STATEMENTS

September 30, 2022

NOTE G – SHARING EMPLOYEE RETIREMENT SYSTEM COST-SHARING SUBSIDY –  
(continued)

Health Insurance Subsidy (HIS)(continued)

6. Sensitivity of net position liability to changes in the discount rate

The following represents the District's proportionate share of the net pension liability calculated using the discount rate of 3.54%, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.54%) or one percentage point higher (4.54%) than the current rate:

	1% Decrease (2.54%)	Current Discount Rate (3.54)	1% increase (4.54%)
District's proportionate share of the net pension liability	\$ 4,220	\$ 3,689	\$ 3,249

7. Pension plan fiduciary net position

Detailed information regarding the HIS plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

8. Payables to pension plan

At June 30, 2022, the District reported zero for outstanding contributions to the HIS plan required for the fiscal year ended September 30, 2022.

NOTE H – SUBSEQUENT EVENTS

The District evaluated subsequent events through March 31, 2023 the date which the financial statements were available for issuance, and has determined that no material events occurred that would require additional disclosure in the financial statements.

**REQUIRED SUPPLEMENTAL INFORMATION**

**Merritt Island Public Library District**

**SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY  
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY**

**Last 10 Fiscal Years\***

**Florida Retirement System**

	District's proportion of the net pension liability (asset)	District's proportionate share of the net pension liability (asset)	District's covered- employee payroll	District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	Plan fiduciary net position as of percentage of the total pension liability
2022	0.000027070%	\$ 10,072	\$ 12,601	79.9%	82.9%
2021	0.000041444%	\$ 3,131	\$ 18,008	17.4%	96.4%
2020	0.000043131%	\$ 18,694	\$ 20,701	90.3%	78.9%
2019	0.000061130%	\$ 21,052	\$ 29,816	70.6%	82.6%
2018	0.000049118%	\$ 14,795	\$ 27,999	52.8%	84.3%
2017	0.000040927%	\$ 12,106	\$ 18,058	67.0%	83.9%
2016	0.000044163%	\$ 11,151	\$ 19,062	58.5%	84.9%
2015	0.000016028%	\$ 2,070	\$ 11,341	18.3%	92.0%
2014	0.000021473%	\$ 1,310	\$ 17,919	7.3%	96.1%

**Health Insurance Subsidy**

	District's proportion of the net pension liability (asset)	District's proportionate share of the net pension liability (asset)	District's covered- employee payroll	District's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	Plan fiduciary net position as of percentage of the total pension liability
2022	0.000034826%	\$ 3,689	\$ 12,601	29.3%	4.8%
2021	0.000053851%	\$ 6,606	\$ 18,008	36.7%	3.6%
2020	0.000061162%	\$ 7,468	\$ 20,701	36.1%	3.0%
2019	0.000010449%	\$ 11,692	\$ 29,816	39.2%	2.6%
2018	0.000069113%	\$ 7,315	\$ 27,999	26.1%	2.2%
2017	0.000057618%	\$ 6,161	\$ 18,058	34.1%	1.6%
2016	0.000062739%	\$ 7,312	\$ 19,062	38.4%	1.0%
2015	0.000021216%	\$ 2,164	\$ 11,341	19.1%	0.5%
2014	0.000028648%	\$ 2,679	\$ 17,919	15.0%	1.0%

See Independent Auditor's Report

**Merritt Island Public Library District**

**SCHEDULE OF PENSION CONTRIBUTIONS  
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY**

**Last 10 Fiscal Years\***

**Florida Retirement System**

	<u>Contractually required contribution</u>	<u>Contribution in relation to the contractually required contribution</u>	<u>Contribution deficiency (excess)</u>	<u>Covered- employee payroll</u>	<u>Contributions as a percentage of covered- employee payroll</u>
2022 \$	341	\$ (341)	\$ -	\$ 12,601	2.7%
2021 \$	1,579	\$ (1,579)	\$ -	\$ 18,008	8.8%
2020 \$	1,433	\$ (1,433)	\$ -	\$ 20,701	6.9%
2019 \$	1,895	\$ (1,895)	\$ -	\$ 29,816	6.4%
2018 \$	1,400	\$ (1,400)	\$ -	\$ 27,999	5.0%
2017 \$	1,065	\$ (1,065)	\$ -	\$ 18,058	5.9%
2016 \$	1,077	\$ (1,077)	\$ -	\$ 19,062	5.7%
2015 \$	391	\$ (391)	\$ -	\$ 11,341	3.5%
2014 \$	470	\$ (470)	\$ -	\$ 17,919	2.6%

**Health Insurance Subsidy**

	<u>Contractually required contribution</u>	<u>Contribution in relation to the contractually required contribution</u>	<u>Contribution deficiency (excess)</u>	<u>Covered- employee payroll</u>	<u>Contributions as a percentage of covered- employee payroll</u>
2022 \$	56	\$ (56)	\$ -	\$ 12,601	0.4%
2021 \$	317	\$ (317)	\$ -	\$ 18,008	1.8%
2020 \$	352	\$ (352)	\$ -	\$ 20,701	1.7%
2019 \$	580	\$ (580)	\$ -	\$ 29,816	2.0%
2018 \$	375	\$ (375)	\$ -	\$ 27,999	1.3%
2017 \$	305	\$ (305)	\$ -	\$ 18,058	1.7%
2016 \$	322	\$ (322)	\$ -	\$ 19,062	1.7%
2015 \$	81	\$ (81)	\$ -	\$ 11,341	0.7%
2014 \$	98	\$ (98)	\$ -	\$ 17,919	0.5%

See Independent Auditor's Report

**Merritt Island Public Library District**

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN  
FUND BALANCE (BUDGET AND ACTUAL) – GENERAL FUND**

**Year Ended September 30, 2022**

	<u>Original &amp; Final</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
<b>Revenues</b>			
Taxes	\$ 296,139	\$ 311,453	\$ 15,314
Interest	1,500	4,999	3,499
Other income	1,500	4,117	2,617
Donations	100	557	457
Total revenues	<u>299,239</u>	<u>321,126</u>	<u>21,887</u>
<b>Expenditures</b>			
Culture and recreation:			
Books and periodicals	20,000	12,176	7,824
Tax service collection fees	10,000	11,996	(1,996)
Dues and membership	800	314	486
Insurance	20,000	16,745	3,255
Professional fees	8,500	8,500	-
Payroll	25,000	13,038	11,962
Pension expense	2,700	1,447	1,253
Payroll taxes	2,200	997	1,203
Shared county labor/sub-contracted service	10,000	2,005	7,995
Publicity	9,000	6,174	2,826
Programs	8,000	5,709	2,291
Repairs and maintenance	27,000	11,179	15,821
Supplies	9,000	1,688	7,312
Travel and training	1,000	200	800
Equipment purchases	10,000	3,486	6,514
Capital improvement	130,000	-	130,000
Contingency	6,039	-	6,039
Total expenditures	<u>299,239</u>	<u>95,654</u>	<u>203,585</u>
Excess (deficiency) of revenues over (under)expenditures	<u>-</u>	<u>225,472</u>	<u>225,472</u>
Fund balances at September 30, 2021	835,420	835,420	-
Fund balances at September 30, 2022	<u>\$ 835,420</u>	<u>\$ 1,060,892</u>	<u>\$ 225,472</u>

See Independent Auditor's Report



**Merritt Island Public Library District**

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

**September 30, 2022**

**NOTE A – SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY**

1. Ten-year trend

GASB 68 requires information for 10 years. However, until a full 10-year trend is completed, the District is presenting information for only those years for which information is available for the Florida Retirement System (FRS) and the Health Insurance Subsidy (HIS) plans.

2. Fiduciary net position

The FRS and HIS plans' fiduciary net position as a percentage of the total pension liability is published in the FRS Comprehensive Annual Financial Report (See Note 4 of the FRS CAFR information).

**NOTE B – SCHEDULE OF CONTRIBUTIONS**

1. Ten-year trend

GASB 68 requires information for 10 years. However, until a full 10-year trend is completed, the District is presenting information for only those years for which information is available for the Florida Retirement System (FRS) and the Health Insurance Subsidy (HIS) plans.

**NOTE C – BUDGETARY INFORMATION**

The District follows the procedures detailed below in establishing the budgetary data reflected in the financial statements.

- a. In compliance with the amended act which established the District, each year a public hearing of the budget is held, and the adopted budget must be published in three public places, with a copy sent to the County.
- b. A tentative budget is sent to the Brevard County Property Appraiser within 35 days after the District receives the Certification of Taxable Value from the Brevard County Tax Collector. A date for the first public hearing accompanies the tentative budget so that the Property Appraiser can enclose a notice of dates and locations of public hearings with the notices of proposed taxes that are mailed to the taxpayers.
- c. The first public hearing must be held within 65 to 80 days from the date the Certification of Value was received. Notice of the final hearing must be published within 15 days after the first public hearing is held, and it must be held within two (2) to five (5) days from this date. At this meeting, the final budget is adopted, and a newspaper advertisement is published at this time. The final budget is sent to the County the first week of October.

**Merritt Island Public Library District**

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

**September 30, 2022**

**NOTE C – BUDGETARY INFORMATION – (continued)**

The District's Board may amend the original budgets without holding public hearings as follows:

- a. Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased by motion recorded in the minutes, provided that the total fund appropriation is not changed.
- b. Appropriations from a reserve for contingencies may be made to increase or create an appropriation in the same fund for any lawful purpose.
- c. A reserve for future construction and improvements may be appropriated by resolution of the District's Board for the purpose for which the reserve was made.
- d. A receipt of revenue from a source not anticipated in the budget and received for a particular purpose may, by resolution of the District's Board, be appropriated and expended for that purpose, in addition to the appropriations and expenditures provided for in the budget.

Total expenditures may not exceed total appropriations for each fund except as provided above.

The District's legal level of budgetary control is the fund level. The accompanying Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual- Governmental Fund presents comparisons of the adopted budget and actual data in conformity with generally accepted accounting principles in the United States of America.

## COMPLIANCE INFORMATION



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

**Partners**

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Joe M. Krusick  
Cori G. Cameron  
Bob P. Marchewka  
Ric Perez  
Renee C. Varga  
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American Institute of  
Certified Public  
Accountants

Florida Institute of  
Certified Public  
Accountants

To The Board of Directors  
Merritt Island Public Library District  
Merritt Island, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Merritt Island Public Library District (the "District"), Florida, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated March 31, 2022.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Moss, Krusick, and Associates, LLC*

Winter Park, Florida  
March 31, 2023



## MANAGEMENT LETTER

### **Partners**

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American Institute of  
Certified Public  
Accountants

Florida Institute of  
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Accountants

To the Board of Directors  
Merritt Island Public Library District  
Merritt Island, Florida

### **Report on the Financial Statements**

We have audited the financial statements of Merritt Island Public Library District (the "District"), as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated March 31, 2023.

### **Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

### **Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 31, 2023, should be considered in conjunction with this management letter.

### **Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor general, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no corrective actions recommended in the preceding annual financial audit report.

### **Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes of the financial statements. This information has been included in the notes to the basic financial statements.

## **Financial Condition and Management**

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor general, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the condition described in Section 215.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

## **Special District Component Units**

Section 10.554(1)(i)5.c, Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

## **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

## **Purpose of This Letter**

Our management letter is intended solely for the information and use of the Board of Directors, the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable District management, others within the District, and is not intended to be and should not be used by anyone other than these specified parties.

*Moss, Krusick, and Associates, LLC*

Winter Park, Florida  
March 31, 2023



## INDEPENDENT ACCOUNTANT'S REPORT

### **Partners**

W. Ed Moss, Jr.  
Joe M. Krusick  
Cori G. Cameron  
Bob P. Marchewka  
Ric Perez  
Renee C. Varga  
Richard F. Hayes  
Frank J. Guida  
John J. Rody, Jr.  
Shawn M. Marshall

Winter Park, FL 32789  
501 S. New York Ave.  
Suite 100  
Phone: 407-644-5811  
[www.mossskrusick.com](http://www.mossskrusick.com)

N. Palm Beach, FL 33408  
631 US Highway One  
Suite 405  
Phone: 561-848-9300

Miami Lakes, FL 33016  
7900 NW 155th Street  
Suite 201  
Phone: 305-445-7956

American Institute of  
Certified Public  
Accountants

Florida Institute of  
Certified Public  
Accountants

To the Board of Directors  
Merritt Island Public Library District  
Merritt Island, Florida

We have examined Merritt Island Public Library District's (the "District") compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2022. Management of the District is responsible for the District's compliance with those specified requirements. Our responsibility is to express an opinion on the District's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extend of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with Section 218.415, Florida Statutes, regarding investment of public funds for the year ended September 30, 2022.

This report is intended solely for the information and use of the District and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

*Moss, Krusick, and Associates, LLC*

Winter Park, Florida  
March 31, 2023





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.13.

5/9/2023

### Subject:

Approval Re: Approval to Apply for a United States Department of Transportation Charging and Fueling Infrastructure Grant for Electric Vehicle Charging Stations

### Fiscal Impact:

The Grant will fund eighty percent (80%) of the required funding for electric vehicle charging stations. A twenty percent (20%) match will be required by the County, provided through a competitive solicitation process to award to partners through an agreement with revenue-sharing partners that will assist with planning, designing, installing, furnishing, and maintaining the Electric Vehicle Charging Stations.

### Dept/Office:

Central Services/Grants Manager

### Requested Action:

It is requested the Board of County Commissioners approve the County to apply for the United States Department of Transportation Charging and Fueling Infrastructure Grant and authorize the following actions in order to submit a grant application:

1. Authorize the County Manager to apply via the Grants.Gov portal on behalf of the County, and
2. Authorize Purchasing Services to competitively solicit the services of partners in the planning, designing, installing, furnishing, and maintenance of electric vehicle charging stations, and
3. Authorize the County Manager to execute any budget changes required to implement the requirements of the grant application; and
4. Authorize the County Manager to execute the revenue-sharing contract(s) with partner(s) selected through the competitive process that will provide funding to meet the County's 20% match obligation.

### Summary Explanation and Background:

On March 14, 2023, the Notice of Funding Opportunity was posted for the Charging and Fueling Infrastructure (CFI) Discretionary Grant Program administered by the U.S. Department of Transportation/Federal Highway Administration. The closing date for applications is May 30, 2023. The CFI Program is a new competitive grant program created by Infrastructure Law to provide publicly accessible electric vehicle charging and alternative fueling infrastructure in the places people live and work. CFI Program investments will make modern and sustainable infrastructure accessible to all-electric, hydrogen, propane, and natural gas vehicle drivers. This first round of funding allocates \$700 million from Fiscal Years 2022 and 2023 funding available to strategically deploy electric vehicle (EV) charging infrastructure and other fueling infrastructure projects in urban and rural communities in publicly accessible locations.

The County issued a Request for Expressions of Interest on April 10, 2023, to find partners that will support a plan, design, furnish, install, and maintain the Electric Vehicle Charging Stations. The concept will be a

revenue-sharing solution for the County. Ultimately, the partners will provide funding on behalf of the County to meet its twenty percent (20%) match obligation for the CFI grant. In exchange, the partners will receive access to publicly-owned lands.

In accordance with Administrative Order 75 - Grant Management, Board approval is needed to apply for the CFI grant as a match of at least twenty percent (20%) is required.

**Clerk to the Board Instructions:**



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.14.

5/9/2023

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**Subject:**

Item moved to New Business

**Fiscal Impact:**

**Dept/Office:**

**Requested Action:**

**Summary Explanation and Background:**

**Clerk to the Board Instructions:**



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.15.

5/9/2023

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### **Subject:**

Confirmation of Phillip “Adam” Hied as Airport Manager

### **Fiscal Impact:**

N/A

### **Dept/Office:**

County Manager’s Office

### **Requested Action:**

It is requested that the Board of County Commissioners confirm the appointment of Phillip Adam Hied as the Airport Manager.

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

Pursuant to the Brevard County Charter and Code of Ordinances, it is asked that the Board of County Commissioners confirm the appointment of Phillip Adam Hied as Airport Manager of the Valkaria Airport. Mr. Hied is currently serving as the Interim Airport Manager since November 12, 2022. Mr. Hied has 11 years of experience in the management and development of general aviation airports. During this period of time Mr. Hied has worked with the Federal Aviation Association and the Florida Department of Transportation ensuring compliance with various regulations, grants assurances, and Airport Master Plans.

Mr. Hied possesses a Bachelor’s Degree in Aviation Management and has eight years of service with Brevard County in which he has served in various roles within the Valkaria Airport. The experience he has gained at Valkaria Airport, along with the experience as an Airport Director and Senior Airport Project Planner outside of Brevard County provide him with the knowledge, skills and experience needed to fulfill this role. Mr. Hied has experience with the creation and administration of budgets and capital improvement plans, as well as experience with the administrative and operational duties associated with managing an airport.

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

# Phillip Adam Hied

---

April 10th, 2023

Mr. Frank Abbate  
2725 Judge Fran Jamieson Way,  
Viera, Fl. 32940

RE: Valkaria Airport Manager Position

To: Mr. Abbate

My aviation career over the last 11 years has allowed me to gain experience in all aspects of airport management at three vastly different airports. I have had the opportunity to administer approximately 40 state and federal grants totaling nearly \$50 million. Ranging from master plans, to runways, taxiways, navigation aids, and hangar construction projects. Many of these projects have also helped to increase the safety of aircraft operations, and the security of the airport. They have given me an extensive knowledge of grant processes, airport planning, bidding, and negotiation of Capital Improvement Project (CIP) contracts. Due to these projects, I have a long-standing relationship with Florida Department of Transportation (FDOT) districts 1,4 & 5, as well as the Federal Aviation Administration's (FAA) Orlando Airports District Office (ADO), and a vast network of contacts throughout the aviation industry.

Beyond many of the grant processes I have also had the opportunity to gain a substantial amount of experience with the day-to-day administrative duties, budgeting, operations, leasing, maintenance, emergency response, and inspections that are required of airports. I have an extensive understanding in the best management practices to ensure compliance with all regulations while maintaining a safe airport, and ensuring its future success.

The attached resume details my work experience and education background. Thank you for your time and consideration.

Sincerely,

Phillip A. Hied

## Qualifications Summary

Eleven years of experience in aviation management. Thorough knowledge of FDOT and FAA grant procedures. Experience with multiple Airport Improvement projects. Solid knowledge of federal, state, and local regulations regarding airports and pilots. Experience managing multi-million-dollar budgets.

## Experience

- **Interim Airport Manager**

**Valkaria Airport., Valkaria, Fl**

**11/2022-Current**

Directed the growth of Valkaria Airport by managing all CIP and planning projects, Airport staff, operations, and maintenance of the facility. Coordinated with the FAA and FDOT for future grant funding. Maintained professional relationships with several airport consulting firms, the FAA, Board of County Commissioner's (BOCC), tenants, the town of Grant-Valkaria, and the public. Managed both the capital and operating budget.

**Current Projects:** Automated Weather Observation System (AWOS), Taxiway Widening, Taxiway Lighting (Construction Phase), Taxiway E design (Construction Phase), Environmental Assessment, and Hangar Development (design).

- **Airport Operations Superintendent**

**Valkaria Airport., Valkaria, Fl**

**10/2020-11/2022**

Assisted with the growth of Valkaria Airport by managing CIP and planning projects, operations. Performed and supervised facility maintenance. Coordinated FAA and FDOT grant funding. Maintained professional relationships with several airport consulting firms, FAA, BOCC, tenants, and the public. Prepared Technical documents, and provided oversight for both the capital and operating budget.

**Projects Included:** Automated Weather Observation System Design, Taxiway Widening, Taxiway Lighting Taxiway E design, and security upgrades.

- **Airport Director**

**Okeechobee County Airport., Okeechobee, Fl**

**3/2019-10/2020**

Directed the growth of Okeechobee County Airport by managing all CIP and planning projects, operations, and maintenance of the facility. Coordinated with the FAA, FDOT, and Economic Development Agency (EDA) for project funding. Maintained professional relationships with several airport consulting firms, FAA, Fixed Based Operator (FBO), BOCC, tenants, the public, and several journalists. Prepared Technical documents. Coordinated with the Economic Development Corporation (EDC) to expand businesses in the Airport Industrial Park

**Projects Included:** Environmental Easement Mitigation, A Master Plan update, runway design, AWOS Design, and security upgrades.

- **Senior Airport Project Planner**

**Treasure Coast International Airport., Ft. Pierce, Fl**

**5/2017-3/2019**

Supported the management and growth of Treasure Coast International Airport by managing all CIP and planning projects. Coordinating with the FAA, FDOT, EDA for grant funding. Prepared Technical documents, and managed the CIP budget.

**Projects Included:** A Master Plan update, Master Drainage Plan update, various environmental assessments, runway design, security upgrades, apron construction, taxiway re-alignment, taxiway "G" construction airport entrance enhancements, Maintenance hangar design, parking lot rehabilitation, customs facility rehabilitation,

Segmented circle design/construction, Noise and Operations Monitoring system design, drainage improvements, and access control upgrades.

- Airport Operations Specialist**  
**Valkaria Airport. Valkaria, FL** **5/2012 – 5/2017**  
Ensured Airport was maintained in an operationally safe manner on a daily basis. Provided oversight to construction projects and daily operational activities. Interfaced with the FAA and FDOT on CIP grants, and assisted in the administration of over \$15 million in CIP projects. Insured the airport was operated in compliance with grant assurances. Gained a thorough understanding of capital budgeting, and maintained the Joint Automated Capital Improvement Program (JACIP) to ensure the five-year goals and objectives of the airport’s development could be met with current and anticipated revenue streams.

**Projects included:** A Master Plan update, hangar design and construction, design and construction for the rehabilitation of runway 10/28, taxiway design and construction, wetland mitigation, apron rehabilitation, and General Aviation terminal design.

**Education**

- Florida Institute of Technology, Masters Public Administration** **8/2022 - Current**
- Florida Institute of Technology, Bachelors in Arts. Aviation Management** **03/05/2017**
- Pasco Hernando State College, Associate in Arts** **5/2010**
- Pasco High School, Diploma** **5/2006**

**Professional Affiliations**

- Florida Airports Council
  - Chair - Statewide General Aviation Committee **8/2022-Current**
  - Vice Chair – Statewide General Aviation Committee **10/2020 – 8/2022**
- Continuing Florida Aviation System Planning Process
  - Chair – Treasure Coast Region **2/2019-10/2022**
  - Vice Chair – Treasure Coast Region
- Experimental Aircraft Association
- Aircraft Owners and Pilots Association

**Licenses**

- Private Pilot Certificate **7/2014**
- Remote Pilot, Small Un-manned Aerial Systems **9/2016**

**Additional Skills**

- Tenant invoicing and reconciliation
- Leasing
- Fuel handling and purchasing
- JACIP Experience
- Construction Safety and Phasing Plan Coordination
- Issuance of Notices to Airman
- Routine airport safety/security inspection
- Supervised multiple employees and contractors
- Accident cleanup/repair experience
- Microsoft Office Suite



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.16.

5/9/2023

---

### **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: Value Adjustment Board

Name of Appointee: John C. Davis Jr.

Home Address: 1113 Westview Dr., Cocoa, FL. 32922

Cell Number: (513)487-9889

Home Number:

Email Address: jdavis10181@gmail.com

Reappointment: Yes ( ) or No (X)

Replacing: Bill Geiger

Term of Appointment: 05/10/2023 – 01/01/2025

Office Contact: Brian Bond

Date of Request: 04/04/2023

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.17.

5/9/2023

---

### **Subject:**

Central Florida Crimeline Serving Brevard County

### **Fiscal Impact:**

None

### **Dept/Office:**

County Manager's Office

### **Requested Action:**

Central Florida Crimeline is requesting the authorization of the Brevard County Board of County Commissioners to act as the County's agent for the purpose of applying, receiving and disbursing Crime Stoppers Trust dollars for approved Crime Stoppers initiatives in Brevard County as provided in Florida Statutes 938.06. No additional costs will be incurred by the County. This request is made as directed in Florida Statute 16.555(5)(b).

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

Central Florida Crimeline is required to submit a new letter of authorization to the Florida Attorney General every three years in order to continue to be considered for the Crime Stoppers Trust Fund dollars. The Letter of Agreement being requested from the Brevard County Commission Chair would acknowledge Central Florida Crimeline as the Crime Stoppers program servicing Brevard County. This request is supported by the Brevard County Sheriff Wayne Ivey.

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

Please send original Letter of Agreement signed by the Chair to the County Manager's Office.



## BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

---

Rita Pritchett  
Chair, District 1

Tom Goodson  
Vice-Chair, District 2

John Tobia  
Commissioner, District 3

Rob Feltner  
Commissioner, District 4

Vacant  
Commissioner, District 5

---

May 9, 2023

The Honorable Ashley Moody  
Attorney General of Florida  
Department of Legal Affairs  
The Capitol  
Tallahassee, FL 32399-1050

RE: Letter of Agreement – Crime Stoppers Trust Fund Grants

Dear Honorable Ashley Moody;

This Letter of Agreement from the Brevard County Board of County Commissioners authorizes the Central Florida Crimeline Program, Inc. to act as Brevard County's agent, for the purpose of applying, receiving and disbursing Crime Stoppers Trust Fund dollars for approved Crime Stoppers initiatives in Brevard County, as provided for in Florida Statute 938.06.

No additional costs will be incurred by the County as a result of this Agreement.

This request is made pursuant to requirements in Section 16.555 of Florida State Statute.

If you have any questions or need further information, please contact Ms. Barb Bergin, Executive Director of Crimeline, by calling (407) 423-8477. Your support in this matter is appreciated.

Sincerely,

Board of County Commissioners

Rita Pritchett, Chair



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

---

F.18.

5/9/2023

---

### **Subject:**

Economic Development Commission of Florida's Space Coast, Inc. (hereafter referred to as the "EDC") Annual Audit Report and Bi-Annual Report

### **Fiscal Impact:**

There is no fiscal impact to the Requested Action. However, the County provides the EDC with an annual grant of \$1,400,050 and the grant amount remains unchanged.

### **Dept/Office:**

County Manager's Office

### **Requested Action:**

It is requested that the Board of County Commissioners acknowledge receipt of the EDC's Annual Audit Report for years ended September 30, 2022 and 2021 and the Bi-Annual Report for the period of October 1, 2022 through March 31, 2023.

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

In accordance with the Grant Agreement, EDC furnishes the County with a copy of their annual audit of the EDC's financial records and operations conducted by a Certified Public Accountant. Additionally, the EDC provides the County with a Bi-Annual Report summarizing their expenditures.

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

Maintain necessary documents for records retention.

---

**DATE** April 27, 2023

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**TO:** Frank Abbate, Brevard County Manager

---

**FROM:** Lynda Weatherman, President & CEO

---

**CC:** Karen Conde, Assistant to County Manager

---

**RE:** FY22/23 County Grant Agreement Bi-Annual Report

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Attached please find the Economic Development Commission of Florida's Space Coast Bi-Annual Report associated with our County Grant Agreement.

Please let me know if you have any questions regarding this information.

Thank you for your continued support.

The Economic Development Commission is pleased to present our Bi-annual report of total amount of County Grant Funds expended in accordance with Amendment 2. The specific reporting is as follows:

1. Advertising expenses- \$33,153
2. Economic development client projects incentives, including the funding provided to each private and public-sector recipient of funds- None
3. A list of each event held by the EDC including the number of participants per event, and a detailed list of expenditures- None
4. *(No number 4 on contract)*
5. Travel expenditures- None
6. Lobbying organizations - \$18,000
7. A list of all employees by name, and title- See Organizational Chart attached
8. Total compensation paid to all employees- \$379,468.
9. Individual compensation for President & CEO and Exec. VP

Title	Employee Name	Salary Oct-Mar	Bonuses	Stipends/ Allowance
President & CEO	Lynda Weatherman	\$94,687	\$0.00	\$0.00
Executive Vice President	Trudy McCarthy	\$54,832	\$0.00	\$0.00

10. Reimbursements to each board member, respectively, by name and nature of reimbursement- None

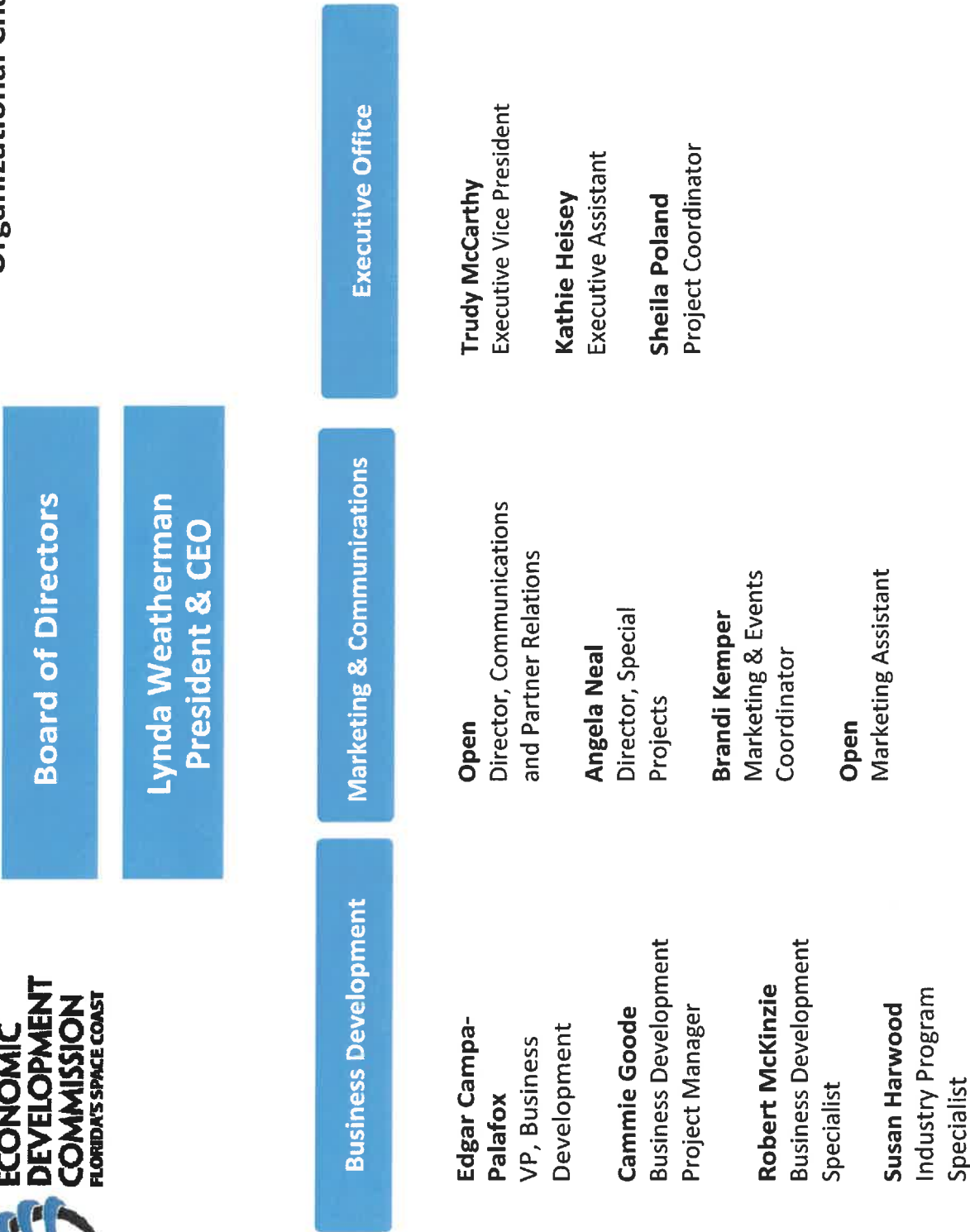
October 1, 2022 - March 31, 2023

**Brevard County Grant  
Financial Report**

Income/Expense	FY22/23 YTD Oct 1 – March 31	
Income		
Brevard County Grant		\$700,025
Expense		
Marketing and Communications		
Advertising and Promo Materials	\$33,153	
Partner Events	0	
Research Data/Software/IT	\$38,448	
Marketing, Communications- Other	0	
Total Marketing and Communications		\$71,600
Facilities & Occupancy		\$66,257
General Administration		\$12,464
Personnel		
Education & Training	\$1,320	
Employee Benefits	\$68,970	
Payroll – Taxes - Fees	\$42,002	
Salaries	\$379,468	
Total Personnel		\$491,760
Professional Services		
Consulting Services	\$18,000	
Accounting Services and Audit	\$39,944	
Legal Expense	0	
Total Professional Services		\$57,944
Total Expense		\$700,025



Organizational Chart



As of March 31, 2023



**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S  
SPACE COAST, INC.**

**FINANCIAL STATEMENTS**

**YEARS ENDED SEPTEMBER 30, 2022 AND 2021**



CPAs | CONSULTANTS | WEALTH ADVISORS

[CLAconnect.com](https://CLAconnect.com)

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
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## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Economic Development Commission of Florida's Space Coast, Inc.  
Rockledge, Florida

### Report on the Audit of the Financial Statements

#### ***Opinion***

We have audited the accompanying financial statements of Economic Development Commission of Florida's Space Coast, Inc. (the Commission), which comprise the statements of financial position as of September 30, 2022 and 2021, and the related statements of activities, functional expenses, and cash flows for the years ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Economic Development Commission of Florida's Space Coast, Inc. as of September 30, 2022 and 2021, and the changes in their net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of Economic Development Commission of Florida's Space Coast, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Economic Development Commission of Florida's Space Coast, Inc.'s ability to continue as a going concern for one year after the date the financial statements are available to be issued.

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Economic Development Commission of Florida's Space Coast, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Economic Development Commission of Florida's Space Coast, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



**CliftonLarsonAllen LLP**

Orlando, Florida  
February 22, 2023

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
**SEPTEMBER 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 1,817,971	\$ 1,692,053
Accounts Receivable, Net	464,074	104,113
Grants Receivable	64,035	52,654
Prepaid Expenses	40,042	18,506
Cash, Restricted for Grant Subrecipients	458,425	458,425
Total Assets	<u>2,844,547</u>	<u>2,325,751</u>
<b>PROPERTY AND EQUIPMENT, Net</b>	44,409	48,398
<b>OTHER ASSETS</b>		
Deposits	<u>10,128</u>	<u>10,128</u>
Total Assets	<u><u>\$ 2,899,084</u></u>	<u><u>\$ 2,384,277</u></u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 75,265	\$ 50,325
Accrued Expenses	108,403	108,532
Deferred Revenue	458,425	458,425
Total Current Liabilities	<u>642,093</u>	<u>617,282</u>
<b>NET ASSETS</b>		
Without Restrictions:		
Undesignated	1,805,165	1,311,406
Designated	407,417	407,191
Invested in Property and Equipment	44,409	48,398
Total Net Assets	<u>2,256,991</u>	<u>1,766,995</u>
Total Liabilities and Net Assets	<u><u>\$ 2,899,084</u></u>	<u><u>\$ 2,384,277</u></u>

See accompanying Notes to Financial Statements.

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**STATEMENTS OF ACTIVITIES**  
**YEARS ENDED SEPTEMBER 30, 2022 AND 2021**

	2022	2021
<b>SUPPORT AND REVENUE WITHOUT RESTRICTIONS</b>		
Brevard County Grant	\$ 1,400,050	\$ 1,400,050
Investor Payments	885,500	736,576
Investor Meetings and Functions	46,446	33,624
State Grants	457,862	332,853
Federal Grants	48,000	108,269
Program Sponsorships	58,050	49,231
Interest Income	215	751
Total Support and Revenues Without Restrictions	<u>2,896,123</u>	<u>2,661,354</u>
<b>SPECIAL EVENTS</b>		
Special Events Revenue	38,649	-
Less: Cost of Direct Benefits to Donors	<u>(38,649)</u>	<u>-</u>
Total Special Events	-	-
<b>EXPENSES</b>		
Program Services Expense:		
Economic Development	1,958,094	1,928,480
Support Services Expense:		
Management and General	<u>448,033</u>	<u>425,825</u>
Total Expenses	<u>2,406,127</u>	<u>2,354,305</u>
<b>CHANGE IN NET ASSETS</b>	489,996	307,049
Net Assets - Beginning of Year	<u>1,766,995</u>	<u>1,459,946</u>
<b>NET ASSETS - END OF YEAR</b>	<u><u>\$ 2,256,991</u></u>	<u><u>\$ 1,766,995</u></u>

See accompanying Notes to Financial Statements.

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED SEPTEMBER 30, 2022**

	Program Services	Supporting Services	Total
<b>SALARIES AND RELATED EXPENSES</b>			
Salaries	\$ 873,091	\$ 218,273	\$ 1,091,364
Payroll Taxes	52,131	13,033	65,164
Health, Disability, Liability, and Workers' Compensation Insurance	76,423	19,106	95,529
Total Salaries and Related Expenses	<u>1,001,645</u>	<u>250,412</u>	<u>1,252,057</u>
<b>OTHER EXPENSES</b>			
Miscellaneous	-	75	75
Bad Debt Expense	-	27,985	27,985
Communication and Outreach	31,671	-	31,671
Dues and Subscriptions	7,325	1,831	9,156
Education and Training	3,468	867	4,335
Expenses Under Grants	413,072	-	413,072
Facilities/Occupancy	113,280	28,320	141,600
Meetings and Functions	149,288	-	149,288
Office and Administrative	-	86,116	86,116
Postage	550	137	687
Professional Fees	79,623	19,906	99,529
Retirement Contributions	119,381	29,845	149,226
Travel and Auto	28,094	-	28,094
Website Maintenance and Enhancement	2,735	684	3,419
Total Other Expenses	<u>948,487</u>	<u>195,766</u>	<u>1,144,253</u>
Total Expenses Before Depreciation and Amortization	1,950,132	446,178	2,396,310
Depreciation	6,120	1,530	7,650
Amortization	<u>1,842</u>	<u>325</u>	<u>2,167</u>
Total Expenses by Function	<u>\$ 1,958,094</u>	<u>\$ 448,033</u>	<u>\$ 2,406,127</u>

See accompanying Notes to Financial Statements.

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED SEPTEMBER 30, 2021**

	Program Services	Supporting Services	Total
<b>SALARIES AND RELATED EXPENSES</b>			
Salaries	\$ 841,108	\$ 210,277	\$ 1,051,385
Payroll Taxes	52,781	13,195	65,976
Health, Disability, Liability, and Workers' Compensation Insurance	111,430	27,857	139,287
Total Salaries and Related Expenses	<u>1,005,319</u>	<u>251,329</u>	<u>1,256,648</u>
<b>OTHER EXPENSES</b>			
Bad Debt Expense	-	22,875	22,875
Communication and Outreach	145,595	-	145,595
Dues and Subscriptions	13,754	3,439	17,193
Education and Training	1,677	419	2,096
Expenses Under Grants	372,685	-	372,685
Facilities/Occupancy	108,668	27,168	135,836
Meetings and Functions	64,169	-	64,169
Office and Administrative	-	72,233	72,233
Postage	1,082	271	1,353
Professional Fees	84,138	21,034	105,172
Retirement Contributions	98,461	24,615	123,076
Travel and Auto	21,869	-	21,869
Website Maintenance and Enhancement	3,585	896	4,481
Total Other Expenses	<u>915,683</u>	<u>172,950</u>	<u>1,088,633</u>
Total Expenses Before Depreciation	1,921,002	424,279	2,345,281
Depreciation	<u>7,478</u>	<u>1,546</u>	<u>9,024</u>
Total Expenses by Function	<u><u>\$ 1,928,480</u></u>	<u><u>\$ 425,825</u></u>	<u><u>\$ 2,354,305</u></u>

See accompanying Notes to Financial Statements.



**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED SEPTEMBER 30, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in Net Assets	\$ 489,996	\$ 307,049
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation	9,817	9,024
(Increase) Decrease in Assets:		
Accounts Receivable	(359,961)	10,480
Grants Receivable	(11,381)	52,006
Prepaid Expenses	(21,536)	45,087
Increase (Decrease) in Liabilities:		
Accounts Payable	24,940	18,710
Accrued Expenses	(129)	(28,928)
Deferred Revenue	-	(5,260)
Total Adjustments	<u>(358,250)</u>	<u>101,119</u>
Net Cash Provided by Operating Activities	131,746	408,168
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of Property and Equipment	<u>(5,828)</u>	<u>(15,396)</u>
Net Cash Used by Investing Activities	<u>(5,828)</u>	<u>(15,396)</u>
<b>NET CHANGE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH</b>	125,918	392,772
Cash, Cash Equivalents, and Restricted Cash - Beginning of Year	<u>2,150,478</u>	<u>1,757,706</u>
<b>CASH, CASH EQUIVALENTS, AND RESTRICTED CASH - END OF YEAR</b>	<u>\$ 2,276,396</u>	<u>\$ 2,150,478</u>
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Cash and Cash Equivalents	\$ 1,817,971	\$ 1,692,053
Cash, Restricted for Grant Subrecipients	<u>458,425</u>	<u>458,425</u>
Total Cash and Cash Equivalents, Including Restricted Cash	<u>\$ 2,276,396</u>	<u>\$ 2,150,478</u>

See accompanying Notes to Financial Statements.

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022 AND 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The following is a summary of the more significant accounting policies and practices of Economic Development Commission of Florida's Space Coast, Inc. (the Commission), which affect significant elements of the accompanying financial statements:

**Commission and Purpose**

The Commission was incorporated May 4, 1989, and operates as a nonprofit organization. The Commission was organized to promote a common interest in economic and industrial development in Brevard County. The Commission is committed to enhancing the quality of life in Brevard County and advancing the welfare and economic interests of the region and its citizens through proactive economic development. It is the lead agency in Brevard County for the recruitment and retention of value-added manufacturing and technology-focused companies and is supported primarily through contracts, grants, and investor payments.

**Basis of Presentation**

The financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. For the years ended September 30, 2022 and 2021, all net assets were classified as without restrictions.

**Cash and Cash Equivalents**

For the purpose of reporting cash flows, cash and cash equivalents includes cash on hand, amounts in demand deposits, and short-term investments with an original maturity date of 90 days or less.

**Accounts and Grants Receivable**

The Commission records accounts receivable when incurred and grants receivable when entitled to reimbursement at reporting intervals established in grant agreements. Management reviews receivables monthly for past due accounts, with balances over 90 days subject to review and follow-up by the president/CEO. Past due notices are sent to investors with balances exceeding 60 days and accounts greater than 120 days old are generally written off.

The Commission has established a \$20,000 allowance for uncollectible accounts and grants at September 30, 2022 and 2021, respectively. Provision for uncollectible accounts is made based on several factors, including aging analysis and past experience.

**Property and Equipment**

The Commission capitalizes all expenditures for equipment with a value in excess of \$5,000 and a useful life greater than one year. Lesser amounts are expensed. Purchased property and equipment are capitalized at cost.

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022 AND 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Accrued Leave**

The Commission compensates its employees for unused vacation to a maximum of 20 days and sick leave up to six weeks paid at a rate of 50% upon termination of employment. The amount of change in accrued vacation and sick leave for all employees from one year to the next is recorded in personnel expense during the current year. Accrued leave is reported as Accrued Expenses on the accompanying statements of financial position.

**Deferred Revenue**

The Commission records certain contract receipts as deferred revenue until it is expended for the purpose of the contract, at which time it is recognized as revenue.

**Net Assets**

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

*Net Assets With Donor Restrictions* – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as restricted revenue when received and released from restriction when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The Commission had no net assets with donor restrictions as of September 30, 2022 and 2021.

Contributions restricted by donors are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as Net Assets Released from Restrictions.

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022 AND 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue Recognition**

The Commission receives substantially all of its grant and contract revenue from federal, state, and local agencies. The Commission recognizes contract revenue (up to the contract ceiling) from its contracts over a period which represents the service period for certain contracts, or to the extent of expenses, dependent upon the contract.

For the portion of the Commission's revenue derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the commission has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue in the statement of financial position and disclosed in Note 5. The Commission received cost-reimbursable grants of \$836,634 and \$922,610 that have not been recognized as of September 30, 2022 and 2021, respectively, because qualifying expenditures have not yet been incurred.

The Commission also receives support from private and public organizations. Support from public sector members is recognized as revenue when the funds are appropriated. Private sector support, including investor payments, is recognized as revenue when received by the Commission due to the discretionary nature. The Commission can receive contributions from investors as well as promises to give. Contributions are recorded when assets are received or when an unconditional promise to give is received.

**Income Taxes**

The Commission is exempt from income taxes under Section 501(c)(6) of the Internal Revenue Code (IRC). Therefore, no provision for income taxes has been made in the accompanying financial statements. The Commission files income tax returns in the U.S. federal jurisdiction. The Commission's income tax returns for the past three years are subject to examination by tax authorities and may change upon examination.

The Commission has reviewed and evaluated the relevant technical merits of each of its tax positions in accordance with accounting principles generally accepted in the United States of America for accounting for uncertainty in income taxes, and determined that there are no uncertain tax positions that would have a material impact on the financial statements.

**Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. These allocations have been made based on considerations of time and space usage. Although the methods of allocation used are considered reasonable, other methods could be used that would provide different results.

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022 AND 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Advertising**

The Commission expenses advertising costs in the period in which they are incurred.

**Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Subsequent Events**

The Commission has evaluated events and transactions for potential recognition or disclosure in the financial statements through February 22, 2023, the date which the financial statements were available to be issued. No subsequent events have been recognized or disclosed.

**NOTE 2 LIQUIDITY AND AVAILABILITY**

The Commission monitors liquidity regularly thorough the monthly financial package provided to the board. The Commission's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise of the following:

	2022	2021
Cash and Cash Equivalents	\$ 1,817,971	\$ 1,692,053
Accounts Receivable	464,074	104,113
Grants Receivable	64,035	52,654
Total Liquid Financial Assets	<u>2,346,080</u>	<u>1,848,820</u>
Internal Designation:		
Board Designated Reserve	<u>(407,417)</u>	<u>(407,191)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 1,938,663</u>	<u>\$ 1,441,629</u>

Funds without donor restrictions have been designated by the board of directors as an operational reserve. The Commission has an operating reserve policy to ensure financial stability. The policy defines a target amount for funding the reserve, which is to be determined annually based on operating costs.

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022 AND 2021**

**NOTE 3 MATCHING REQUIREMENTS**

The Commission receives a portion of its support through grants and contracts. Certain grants and contracts require the Commission to provide specified amounts of matching revenue. For each grant or contract, where applicable, the Commission has met all matching requirements. Also, for each grant contract that ended on or before September 30, 2022, no obligation remains outstanding to the funding source.

**NOTE 4 RETIREMENT PLAN**

The Commission has a defined contribution retirement plan that Employees are eligible for participation in the Plan upon completion of one year of full-time, contemporary service; employer contributions to the plan were equal to 15% of each eligible employee's salary. Under the provisions of the Plan, eligible employees may elect to defer a percentage of their salary subject to certain IRC limitations. The Commission contributes 15% of eligible employees' federally taxable wages, with certain exclusions. During the years ended September 30, 2022 and 2021, Plan contributions charged to operations were \$149,226 and \$123,076, respectively.

**NOTE 5 DEFERRED REVENUE**

Deferred revenue at September 30, 2022, totaling \$458,425, consisted of grant amounts invoiced in excess of revenue earned at year-end.

Deferred revenue at September 30, 2021, totaling \$458,425 consisted of grant amounts invoiced in excess of revenue earned at year-end.

**NOTE 6 PROPERTY AND EQUIPMENT**

As of September 30, property and equipment consisted of the following:

	2022	2021
Equipment	\$ 29,596	23,768
Furniture and Fixtures	34,866	34,866
Leasehold Improvements	34,987	34,987
Software	16,925	16,925
Total	116,374	110,546
Less: Accumulated Depreciation and Amortization	71,965	62,148
Total Property and Equipment	<u>\$ 44,409</u>	<u>\$ 48,398</u>

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022 AND 2021**

**NOTE 7 LINE OF CREDIT**

The Commission maintains a business line of credit with a financial institution. At September 30, 2022 and 2021, the line had a principal amount of \$200,000, available for borrowing. The line of credit bears interest at 5.00%. Principal is due on demand and interest is due monthly. The line is secured with a Commercial Security Agreement which defines collateral to include all assets, personal property, and accounts receivable. At September 30, 2022 and 2021, there was no principal amount outstanding.

**NOTE 8 RELATED PARTIES**

The board of directors includes representation of both the private and public service industries as required by Florida statutes. The Commission had transactions with entities related to certain board members for the purpose of membership, marketing, operational, and professional services. During the years ended September 30, 2022 and 2021, total payments to these entities were \$93,877 and \$101,737, respectively. The transactions were approved and authorized in accordance with the Commission's purchasing policies and procedures.

**NOTE 9 OPERATING LEASES**

In May 2016, the Commission executed a lease for a suite of offices in Rockledge, Florida, which they occupied beginning in November 2016. The lease has a term of 60 months from November 2016 through October 2021, with the option for two five-year renewal terms. The Commission exercised the first renewal option early, extending the lease term for 60 months from November 2021 through October 2026. The original lease requires monthly rent payments of \$9,485, with stipulated annual increases ranging from 3.6% to 5%. The lease extension requires monthly rent payments of \$7,090, with stipulated annual increases of 3.5%. Lease payments include taxes, certain utilities, and janitorial services.

In October 2017, the Commission executed a lease for office furniture. The lease has a term of 60 months from October 2016 through September 2021, and required monthly payments of \$326. The Commission went to a month-to-month lease for the furniture they did not return. The Commission returned the last furniture items being leased in November 2021.

Minimum future lease payments under noncancellable operating leases having remaining terms in excess of one year as of September 30, 2022, for the remaining years and in the aggregate are:

<u>Year Ending September 30,</u>	<u>Amount</u>
2023	\$ 87,815
2024	90,895
2025	94,077
2026	97,367
2027	8,137
Total	<u><u>\$ 378,291</u></u>

**ECONOMIC DEVELOPMENT COMMISSION OF FLORIDA'S SPACE COAST, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022 AND 2021**

**NOTE 9 OPERATING LEASES (CONTINUED)**

Rent expense for years ended September 30, 2022 and 2021, was \$126,827 and \$120,712, respectively.

**NOTE 10 CONCENTRATIONS OF CREDIT RISK**

The Commission maintains cash in banks in amounts that are from time to time in excess of federally insured limits of \$250,000 per bank. The Commission had approximately \$1,012,000 and \$675,000 subject to this credit risk at September 30, 2022 and 2021, respectively.

In addition, the Commission has established an account with a financial institution that is certified as "Qualified Public Depositories" (QPDs), as required under the Florida Public Deposits Act. This law requires every qualified public depository to deposit with the state treasurer eligible collateral equal to or in excess of an amount to be determined by the state treasurer and requires the state treasurer to ensure that funds are entirely collateralized throughout the fiscal year. As of September 30, 2022, the Commission's deposits with QPDs totaled \$601,369, of which \$458,425 is held for future payments related to a state grant.

The Commission receives money from public sources, various grantors, and from private sources. There is a concentration of credit risk with respect to the volume of support the Commission receives from these funding sources. Cost-reimbursable grant funding totaling \$1,905,912 and \$1,726,965 was received from two organizations, respectively, for the years ended September 30, 2022 and 2021, which represents 61% and 70% of total public support. Should these support levels decrease, the Commission may be adversely affected.

In addition, there is a significant concentration of risk associated with account and grant receivables from the following party from two organizations, respectively, for the years ended September 30, 2022 and 2021, which represents 73% and 27% of total receivables.

Effective July 1, 2012, the Commission was awarded a \$10,000,000 grant from the Florida Department of Economic Opportunity to fund and implement an innovative economic development program, including commercialization of research and development, economic diversification, and job creation. Grant revenue was not recognized in the years ended September 30, 2022 and 2021, respectively. The full amount of the grant has been awarded to the Commission by the state, and amounts remaining in deferred revenue related to this grant contract will be recognized as revenue in future fiscal years as earning criteria are met.

**NOTE 11 COMMITMENTS AND CONTINGENCIES**

Certain contracts and grants received by the Commission are subject to review by grantor agencies. As a result of these reviews, the Commission may be required to repay a portion of grant funds received. To date, reviews performed have not resulted in any request for repayment.





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.19.

5/9/2023

---

### **Subject:**

Bill Folder

### **Fiscal Impact:**

N/A

### **Dept/Office:**

Commission Offices

### **Requested Action:**

Acknowledge receipt.

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

Exhibit 1 - District 1 Commission Office: ODP Invoices 31000233101 and 310005865001, dated 4/19/2023.

Exhibit 2 - District 2 Commission Office: DEXimaging Invoice AR 9278255, dated 4/17/2023.

Exhibit 3 - District 3 Commission Office: DEXimaging Invoice AR9299137, dated 4/20/2023.

Exhibit 4 - District 4 Commission Office: March and April Receipts for ODP, DEXimaging and Culligan

Exhibit 5 - District 5 Commission Office: DEXimaging Invoice AR9298790, dated 4/20/23.

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

Please include with the minutes of the May 9, 2023 Regular Meeting.



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

# ORIGINAL INVOICE

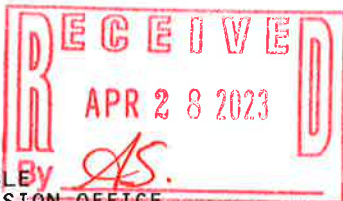
10068

## THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
OR PROBLEMS. JUST CALL US

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

FEDERAL ID:86-2161688



INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
310002331001	54.43	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
19-APR-23	Net 30	22-MAY-23

### BILL TO:

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

### SHIP TO:

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

000358-000062



ACCOUNT NUMBER		BLANKET PO		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
27327334		4500114523		7101 S.		310002331001		18-APR-23		19-APR-23	
BILLING ID		ACCOUNT MANAGER		RELEASE		ORDERED BY		FLOOR/BUILDING		COST CENTER	
32516						ADRIENNE SCHMADEKE		1			
CATALOG ITEM #/ MANUF CODE		DESCRIPTION/ CUSTOMER ITEM #		U/M	QTY ORD	QTY SHF	QTY B/O	UNIT PRICE		EXTENDED PRICE	
633984 ODP77145		ENVELOPE,#10,SEC,C/S,500BX 633984		BX	2	2	0	19.820		39.64	
8013496 2096152		SHARPIE,GEL,0.7MM,12OS,BL 8013496		DZ	1	1	0	10.710		10.71	
828342 686-ALYR		TABS,DURABLE,2",24PK,ASTD 828342		PK	2	2	0	2.040		4.08	

000358-000062

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

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

CONTINUED ON NEXT PAGE...



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

# ORIGINAL INVOICE

10068

## THANKS FOR YOUR ORDER

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

FEDERAL ID:86-2161688

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
310002331001	54.43	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
19-APR-23	Net 30	22-MAY-23

### BILL TO:

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

### SHIP TO:

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



ACCOUNT NUMBER	BLANKET PO	SHIP TO ID	ORDER NUMBER	ORDER DATE	SHIPPED DATE		
27327334	4500114523	7101 S.	310002331001	18-APR-23	19-APR-23		
BILLING ID	ACCOUNT MANAGER	RELEASE	ORDERED BY	FLOOR/BUILDING	COST CENTER		
32516			ADRIENNE SCHMADEKE	1			
CATALOG ITEM #/ MANUF CODE	DESCRIPTION/ CUSTOMER ITEM #	U/M TAX	QTY ORD	QTY SHF	QTY B/O	UNIT PRICE	EXTENDED PRICE

SUB-TOTAL	54.43
DELIVERY	0.00
SALES TAX	0.00
TOTAL	54.43

All amounts are based on USD currency

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

Date Rec'd 4/28/23  
P.O. # 4500114523  
Vendor # 18045  
Doc # 5105603765  
Keith Alward

### DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
DISTRICT 1 COMMISSION OFFICE	32516	310002331001	19-APR-23	54.43	

FL0 000325167 3100023310019 00000005443 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.



BUSINESS SOLUTIONS, LLC

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
310005865001	38.39	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
19-APR-23	Net 30	22-MAY-23

### BILL TO:

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

000358-000062

### SHIP TO:

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



ACCOUNT NUMBER		BLANKET PO		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
27327334		4500114523		7101 S.		310005865001		18-APR-23		19-APR-23	
BILLING ID	ACCOUNT MANAGER	RELEASE			ORDERED BY		FLOOR/BUILDING			COST CENTER	
32516					ADRIENNE SCHMADEKE		1				
CATALOG ITEM #/ MANUF CODE		DESCRIPTION/ CUSTOMER ITEM #			U/M	QTY ORD	QTY SHF	QTY B/O	UNIT PRICE		EXTENDED PRICE
901351 NEE06051		PAPER,CLASSIC LINEN 24#WE 901351			RM	1	1	0	38.390		38.39

000358-000062

CONTINUED ON NEXT PAGE...

000358-000062

00003/00004



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
310005865001	38.39	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
19-APR-23	Net 30	22-MAY-23

### BILL TO:

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

### SHIP TO:

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



ACCOUNT NUMBER		BLANKET PO		SHIP TO ID		ORDER NUMBER		ORDER DATE		SHIPPED DATE	
27327334		4500114523		7101 S.		310005865001		18-APR-23		19-APR-23	
BILLING ID	ACCOUNT MANAGER	RELEASE			ORDERED BY		FLOOR/BUILDING			COST CENTER	
32516					ADRIENNE SCHMADEKE		1				
CATALOG ITEM #/ MANUF CODE			DESCRIPTION/ CUSTOMER ITEM #			U/M TAX	QTY ORD	QTY SHP	QTY B/O	UNIT PRICE	EXTENDED PRICE

SUB-TOTAL	38.39
DELIVERY	0.00
SALES TAX	0.00
TOTAL	38.39

All amounts are based on USD currency

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

Date Rec'd 4/28/23  
P.O. # 4500114523  
Vendor # 18045  
Doc # 5105603768

*Keith Alward*

### DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
DISTRICT 1 COMMISSION OFFICE	32516	310005865001	19-APR-23	38.39	

FL0 000325167 3100058650016 00000003839 1 9

Please  
Send Your  
Check to:

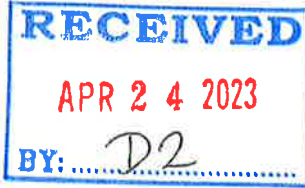
ODP Business Solutions, LLC  
PO Box 1413  
Charlotte NC 28201-1413

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

Please DO NOT staple or fold. Thank You.



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



## CONTRACT INVOICE

Invoice Number: AR9278255  
Invoice Date: 4/17/2023

**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	6/16/2023	\$21.41	<b>\$21.41</b>
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
IBP-BC-AE-05-01		\$21.41	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 3/23/2023 to 4/22/2023 overage period \$21.41 \*\*  
\*\*See overage details below \$21.41

### Detail:

#### Equipment included under this contract

2575 N. Courtenay Park

#### Canon/iRC5540i (II, III)

Number	Serial Number	Base Adj.	Location
401139	XUP01019	\$0.00	Brevard County - District II Commision 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	66,100	67,016	916	0	916	0.011590	\$10.62
Color	color meter	15,981	16,252	271	0	271	0.039830	\$10.79
								\$21.41

PO # 4500114488  
Doc # 5105602456

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	\$21.41
Tax:	\$0.00
Invoice Total	\$21.41
<b>Balance Due:</b>	<b>\$21.41</b>







**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
**COMMISSIONER JOHN TOBIA, DISTRICT 3**

---

2539 Palm Bay Rd NE, Suite 4  
Palm Bay, FL 32905  
[www.Brevardfl.gov](http://www.Brevardfl.gov)

Phone: (321) 633-2075  
Fax: (321) 633-2196  
[John.Tobia@Brevardfl.gov](mailto:John.Tobia@Brevardfl.gov)

April 27, 2023

To Whom it May Concern:

This letter is to acknowledge that all of the District 3 Commission Office's Purchase order receipts to date have been posted in the billfolder, the latest of which were the receipts for the month of April to be included in the May 9<sup>th</sup> meeting agenda.

Sincerely,

John Tobia  
County Commissioner  
District 3

**District 3 Includes:**

Palm Bay, Melbourne Beach, Melbourne, Malabar, Grant-Valkaria, West Melbourne, Micco



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

COMMISSION OFFICE  
DISTRICT 3

APR 21 2023

RECEIVED

## CONTRACT INVOICE

Invoice Number:

AR9299137

Invoice Date:

4/20/2023

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

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

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
L52931	Net 20 Days	5/10/2023	\$34.94	<b>\$34.94</b>
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
IBP-BC-AE-08-01		\$34.94	4500114505	3/5/2023	3/4/2024
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 3/27/2023 to 4/26/2023 overage period	\$34.94 **
**See overage details below	\$34.94

### Detail:

#### Equipment included under this contract

2539 Palm Bay Road NE  
Dist 3 Commissioner Of

#### Canon/iRC5535i

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

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
B/W	black meter	52,132	52,724	592	0	592	0.011590	\$6.86
Color	color meter	44,777	45,482	705	0	705	0.039830	\$28.08
								\$34.94

Vendor # 16062  
PO # 4500114505  
DOC # 5105603088

Brasa 4/26/23

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	\$34.94
Tax:	\$0.00
Invoice Total	\$34.94
<b>Balance Due:</b>	<b>\$34.94</b>





DocumentNo	Doc. Date	User	Reference	Ref. Key	Entry Date
<input type="checkbox"/> 5100969105	04/20/2023	CWDAVIS	AR9299137	51056030882023	04/27/2023

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

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



4/17/2023

To Whom It May Concern,

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

Sincerely,

Rob Feltner  
Brevard County Commissioner  
District 4



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
304483833001	34.44	Page 2 of 2
INVOICE DATE	TERMS	PAYMENT DUE
28-MAR-23	Net 30	01-MAY-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		304483833001		27-MAR-23		28-MAR-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	34.44
DELIVERY	0.00
SALES TAX	0.00
TOTAL	34.44

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.

Order Received: 4/11/23  
PO# 4500114520  
Vendor # 2382  
Doc # 5105601825  
Date: 4-19-23  
Signature: *Carroll*  
Dist. Confirmed: 4/19/23

RECEIVED

APR 7 2023

DISTRICT 4  
COMMISSION OFFICE

### DETACH HERE

CUSTOMER NAME	BILLING ID	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT ENCLOSED
COMMISSIONER DIST 4	32516	304483833001	28-MAR-23	34.44	

FL0 000325167 3044838330012 00000003444 1 7

Please  
Send Your  
Check to:

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

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

Please DO NOT staple or fold. Thank You.



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

# ORIGINAL INVOICE

10068

## THANKS FOR YOUR ORDER

IF YOU HAVE ANY QUESTIONS  
OR PROBLEMS, JUST CALL US

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

FEDERAL ID:86-2161688

INVOICE NUMBER	AMOUNT DUE	PAGE NUMBER
304483833001	34.44	Page 1 of 2
INVOICE DATE	TERMS	PAYMENT DUE
28-MAR-23	Net 30	01-MAY-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	304483833001	27-MAR-23	28-MAR-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 SHF	QTY B/O	UNIT PRICE	EXTENDED PRICE
826876 WOTAP10		TAPE,CORRECTION,WITEOUT 826876	PK	1	1	0	13.340	13.34
269594 AVE72269		CORNERLOCK PLASTIC 269594	PK	1	1	0	2.290	2.29
501737 R330-10SSPGO		NOTE,POST-IT,POPOP,SS,10P 501737	PK	1	1	0	10.910	10.91
509328 AH806-12-BL-0.7MM		PEN,GEL,ROLLER,0.7MM,12/PK 509328	DZ	1	1	0	7.900	7.90

RECEIVED

APR 17 2023

DISTRICT 4  
COMMISSION OFFICE

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

CONTINUED ON NEXT PAGE...

## Wines, Katie

---

**From:** ODP Business Solutions <noreply\_ec@odpbusiness.com>  
**Sent:** Monday, March 27, 2023 10:29 AM  
**To:** Wines, Katie  
**Subject:** Order Confirmation #304483833-001

**[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:	\$34.44
Delivery Fee:	\$0.00
Tax:	\$0.00
<b>Order Total</b>	<b>\$34.44</b>

[View Order Details](#)

### Delivery

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

### Billing

0 Orders    Order By Item    Shopping Lists    Bulletin Board    My Files    Subscriptions

### Shipment Summary

**Shipment 1** Order Number: 304483833-001 Estimated Arrival By: 03/28/2023 [View Order Details](#)

### Order Information

Account #: 27327334  
Your Order Number is: 304483833  
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: 03/27/2023  
Delivery Date: 03/28/2023 08:30 AM - 05:00 PM Order Number: 304483833-001

Description	Your Price/unit	Qty.	Available	B/O	Total	Comments
 <b>BIC® White-Out Brand EZ Correct Correction Tape, 3/16" x 471-3/16", White, Pack Of 10 Cartridges</b> Entered Item # 826876	\$13.34 / pack	1	1	0	\$13.34	
 <b>Avery® Corner Lock™ 3-Hole Punched Plastic Sleeves, Clear, Pack Of 4</b> Entered Item # 269594	\$2.29 / pack	1	1	0	\$2.29	
 <b>Post-it® Super Sticky Pop-Up Dispenser Notes, 3" x 3", Energy Boost Collection, Pack Of 10 Pads</b> Entered Item # 501737  Eco-conscious	\$10.91 / pack	1	1	0	\$10.91	
 <b>Office Depot® Brand Callisto Retractable Gel Ink Pens, Medium Point, 0.7 mm, Transparent Blue Barrel, Blue Ink, Pack Of 12 Pens</b> Entered Item # 509328  Eco-conscious	\$7.90 / dozen	1	1	0	\$7.90	

<b>Subtotal:</b>	<b>\$34.44</b>
<b>Delivery Fee:</b>	<b>FREE</b>
<b>Taxes:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$34.44</b>

Customer Service

### Company info

## References

## Snuggles



## \*\*\* PACKINGLIST \*\*\*

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

Order Number: 304483833-1

## 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  
Secondary Warehouse 1  
Total 2

## Additional Information

BLK 4500114520 DISTRICT 4 COMMISS  
FLR 2 C  
Route/Stop/Door: 0519/000/003  
Order Date: 27-Mar-2023  
Delivery Date: 28-Mar-2023

\* Note: Your order contains  
additional cartons of merch.  
from secondary Warehouse

## Item Details

Line	Quantity Ordered Shipped Back Ordered			Item Number Mfgr Code Customer Code	Description	Units	Unit Price	Total	Carton ID
1	1	1	0	826876 WOTAP10	TAPE,CORRECTION,WITEOUT,10PK	PACK	13.340	13.34	30593801
2	1	1	0	AVE72269	SLEEVE,PLASTIC,CRNRLOCK,CLR	PK	2.290	2.29	*
3	1	1	0	501737 R330-10SSPGO	NOTE,POST-IT,POPOP,SS,10PK,MUL	PACK	10.910	10.91	30593801
4	1	1	0	509328 AH806-12-BL-0	PEN,GEL,ROLLER,0.7MM,12/PK,BLU	DOZ	7.900	7.90	30593801

Please visit [ODPBusiness.com](http://ODPBusiness.com) for all  
order information including re-orders,  
invoice re-prints, parts replacement and  
quick easy returns.

Merchandise Total 34.44  
Small Order Handling Fee 0.00

Subtotal 34.44  
Sales Tax (Exempt) 0.00  
Order Total 34.44  
Balance Due 0.00

Terms: Acct Bill

30593801

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

W VE

09

0519

RTE

WEIGHT

STOP 0

1.965

DOOR 3

BO# 540759

P CX

BATCH

5785 10:41 AM

CUST# 27327334

Location	Qty	UOM	Vendor Item Code	Description	QTY	TIME	UNIT PRICE	TOTAL
11 SC 34-24	1	PACK	WOTAP10	TAPE,CORRECTION,WITEOUT,10PK	0826876	0-70330-50790-0	0.445	
12 ZZ 02-14	1	PACK	R330-10SSPGO	NOTE,POST-IT,POPUP,SS,10PK,MUL	0501737	0-50173-7	0.925	
14 SC 16-56	N	DOZ	AH806-12-BL-0	PEN,GEL,ROLLER,0.7MM,12/PK,BLU	0509328	7-35854-05496-1	0.305	
				*****END OF CARTON*****				





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

RECEIVED

APR 12 2023

DISTRICT 4  
COMMISSION OFFICE

# CONTRACT INVOICE

Invoice Number: AR9241925

Invoice Date: 4/10/2023

**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	6/9/2023	\$106.89	<b>\$106.89</b>
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
IBP-BC-AE-06-01		\$106.89	4500114491	3/5/2023	3/4/2028
Contract Remarks					

## Summary:

Contract base rate charge for this billing period \$0.00  
Contract overage charge for the 3/16/2023 to 4/15/2023 overage period **\$106.89 \*\***  
\*\*See overage details below **\$106.89**

## Detail:

### Equipment included under this contract

2725 Judge Fran Jamies  
District 4 Commission C

### Canon/iRC3525i

Number	Serial Number	Base Adj.	Location
401311	XTK03094	\$0.00	Brevard County 2725 Judge Fran Jamieson Way Viera, FL 32940 District 4 Commission Office

Meter Type	Meter Group	Begin Meter	End Meter	Total	Covered	Billable	Rate	Overage
BW	black meter	45,429	47,290	1,861	0	1,861	0.011590	\$21.57
Color	color meter	41,589	43,731	2,142	0	2,142	0.039830	\$85.32
								<b>\$106.89</b>

Copy Received: 4/12/23  
PO# 4500114491  
Vendor #16062  
Doc # 5105601408  
Date: 4/17/23  
Signature: *Carol Planello*  
Dist. Comp: 4/17/23

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	\$106.89
Tax:	\$0.00
Invoice Total	\$106.89
<b>Balance Due:</b>	<b>\$106.89</b>





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	
03/31/2023	\$14.99	291831	
INVOICE NUMBER: 101339			AMOUNT PAID \$

**ADDRESSEE:**  
COMM DISTRICT 4  
ATTN: ACCTS PAYABLE  
2725 JUDGE FRAN JAMIESON WAY  
MELBOURNE, FL 32940-6605

**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		
291831	ID	ORDER NUMBER		COMPANY TRUCK	INVOICE NUMBER	101339	INVOICE DATE	03/31/2023
			4500104034					
DATE SHIPPED	QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT	
	ORDERED	SHIPPED						
03/09	2.00	2.00		Tick 800833762 Date 03/09/2023				
03/09	1.00	1.00		P/O Number: 4500104034	5.75			11.50
				1/2 LITER CULLIGAN CASE	3.49			3.49
				SERVICE CHARGE				
				End of Ticket 800833762				
<div style="display: flex; justify-content: space-around;"> <div> <p><b>RECEIVED</b></p> <p><b>APR 17 2023</b></p> <p><b>DISTRICT 4</b> <b>COMMISSION OFFICE</b></p> </div> <div> <p>Days Received: 4/17/23</p> <p>PO# 4500114489</p> <p>Vendor # 3211</p> <p>Doc # 5105601414</p> <p>Date: 4/17/23</p> <p>Signature: <i>[Signature]</i></p> <p>Date Completed: 4/17/23</p> </div> </div>								
<p>Pay on line at <a href="http://www.culligan.com/locations/fl/brevard-county">www.culligan.com/locations/fl/brevard-county</a>. Please call our office at 321-255-5562 if you need any assistance.</p>								
<p>A LATE PAYMENT FINANCE CHARGE OF 1.3843 PER MONTH MAY BE APPLIED ON BALANCES AFTER 30 DAYS</p>				<p><b>DELIVER TO:</b></p> <p>COMM DISTRICT 4 BLDG C ROOM 214 2725 JUDGE FRAN JAMIESON WAY MELBOURNE FL 32940</p>		<p><b>TOTAL</b> 14.99</p> <p><b>SALES TAX</b></p> <p><b>FREIGHT/DELIVERY CHARGES</b></p>		
<p>CULLIGAN -MELBOURNE 771 NORTH DRIVE MELBOURNE, FL 32934</p>						<p><b>AMOUNT DUE</b> \$14.99</p>		
<p>(321) 255-5562 (321) 636-1344</p>								

ORIGINAL INVOICE RETAIN BOTTOM PORTION FOR YOUR RECORDS

291849



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	
03/31/2023	\$5.75	291831	
PAY BY DATE: APR 15		AMOUNT PAID \$	

### ADDRESSEE:

COMM DISTRICT 4  
ATTN: ACCTS PAYABLE  
2725 JUDGE FRAN JAMIESON WAY  
MELBOURNE, FL 32940-6605

### REMIT PAYMENT TO:

CULLIGAN -MELBOURNE  
771 NORTH DR  
MELBOURNE, FL 32934-9282



### BALANCE FORWARD

RETURN THIS TOP PORTION WITH YOUR PAYMENT

BRANCH ID: ME-01  
CUSTOMER: COMM DISTRICT 4

DATE	QUANTITY	DESCRIPTION	REF	PREVIOUS BALANCE:	
				AMOUNT	BALANCE
03/09/2023	2.00	1/2 LITER CULLIGAN CASE	800833762	11.50	17.25
03/09/2023	1.00	SERVICE CHARGE	800833762	3.49	20.74
03/21/2023	-1.00	PAYMENT CHECKS/CASH	1140676	-14.99	5.75

Pay on line at [www.culligan.com/locations/fl/brevard-county](http://www.culligan.com/locations/fl/brevard-county). Please call our office at 321-255-5562 if you need any assistance.

ACCOUNTS ARE SUBJECT TO A LATE PAYMENT FINANCE CHARGE			
FINANCE CHARGE SCHEDULE			
OVER \$	PERIODIC RATE	ANNUAL RATE	PLEASE PAY NEW BALANCE BEFORE
3	1.38%	19.00%	APR 15
TO			
3	0.00%	0.00%	MIN CHARGE 0.50
0-10	31-60	61-90	Over 90
5.75	0.39	0.00	0.00

Balance Due \$5.75

Next Deliveries: 05/04/23 06/02/23 06/30/23 07/31/23

CULLIGAN -MELBOURNE  
771 NORTH DRIVE  
MELBOURNE, FL 32934

(321) 255-5562 (321) 636-1344

#### SERVICE ADDRESS:

COMM DISTRICT 4  
BLDG C ROOM 214  
2725 JUDGE FRAN JAMISON WAY  
MELBOURNE FL 32940

STATEMENT DATE	ACCOUNT NUMBER	NAME
03/31/2023	291831	COMM DISTRICT 4

CULLIGAN-MELBOURNE  
771 NORTH DRIVE  
MELBOURNE, FL 32934  
(321)255-5562 / (321)636-1344

**Ticket # 800836577**

4/6/2023

11:15 AM

Driver:

Rte-Day:

KEVIN HEILIG

05

Sold To: 291831

COMM DISTRICT 4

BLDG C ROOM 214

2725 JUDGE FRAN JAMISON WAY

MELBOURNE, FL. 32940

Purchase Order # 4500104034

Quantity	Unit Price	Amount
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1/2 LITER CULLIGAN CASE

1	\$5.75	\$5.75
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SERVICE CHARGE

1	\$3.49	\$3.49
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Subtotal Sales

\$9.24

Tax

\$0.00

TOTAL

\$9.24

Prev Acct Bal

\$5.75

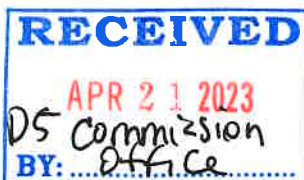
Account Balance

\$14.99

Next Delivery: 05/04/2023



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



## CONTRACT INVOICE

Invoice Number: AR9298790  
Invoice Date: 4/20/2023

**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	6/19/2023	\$3.81	<b>\$3.81</b>
Invoice Remarks				

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
IBP-BC-AE-07-01		\$3.81	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 3/27/2023 to 4/26/2023 overage period	\$3.81 **
<b>**See overage details below</b>	<b>\$3.81</b>

### 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	9,249	9,296	47	0	47	0.011590	\$0.54
Color	color meter	8,914	8,996	82	0	82	0.039830	\$3.27
								<b>\$3.81</b>

PO: 4500114500

Vendor: 16062

Doc# 5165602233

*[Signature]*  
Danielle Stern

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	\$3.81
Tax:	\$0.00
Invoice Total	\$3.81
<b>Balance Due:</b>	<b>\$3.81</b>





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.20.

5/9/2023

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### **Subject:**

Approval, Re: Fifty-three Month Copier Lease

### **Fiscal Impact:**

### **Dept/Office:**

Brevard County Sheriff's Office

### **Requested Action:**

It is requested that the Board of County Commissioners approve the fifty-three month copier lease and any required budget amendments.

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

Brevard County Sheriff's Office is requesting approval of a fifty-three month copier lease for the replacement of six copiers at the cost of \$1,122.49 per month for a total cost of \$59,491.97 and required budget amendments.

We have attached a copy of the lease.

Contact: Brett Carman

Phone/e-mail: (321) 264-5206, [brett.carman@bcso.us](mailto:brett.carman@bcso.us)

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



Meeting Date
May 9, 2023



AGENDA	
Section	
Item No.	

**AGENDA REPORT**  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

<b>SUBJECT:</b>	Fifty-three Month Copier Lease					
<b>DEPT/OFFICE:</b>	Brevard County Sheriff's Office					
<b>Requested Action:</b>						
It is requested that the Board of County Commissioners approve the fifty-three month copier lease and any required budget amendments.						
<b>Summary Explanation &amp; Background:</b>						
<p>Brevard County Sheriff's Office is requesting approval of a fifty-three month copier lease for the replacement of six copiers at the cost of \$1,122.49 per month for a total cost of \$59,491.97 and required budget amendments.</p> <p>We have attached a copy of the lease.</p>						
<p>Contact: Brett Carman Phone/e-mail: (321) 264-5206, brett.carman@bcso.us</p>						
<b>Clerk to the Board Instructions:</b>						
<b>Exhibits Attached:</b>						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><b>Contract /Agreement (If attached):</b></td> <td><b>Reviewed by County Attorney</b></td> <td>Yes <input type="checkbox"/></td> <td>No <input type="checkbox"/></td> <td>PR <input type="checkbox"/></td> </tr> </table>		<b>Contract /Agreement (If attached):</b>	<b>Reviewed by County Attorney</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>
<b>Contract /Agreement (If attached):</b>	<b>Reviewed by County Attorney</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>		
County Manager	Assistant County Manager	Department Director / Extension Sheriff Wayne Ivey <i>Wayne Ivey</i>				
Frank Abbate, County Manager	Assistant County Manager					



## Image Management Agreement

NT78487



Order #		Agreement Number:	
Customer's Full Legal Name ("You" and "Your"):		Brevard County Sheriffs Office	
Trade / DBA Name (if different from above):			
Primary Street Address:		700 Park Ave.	Suite:
City:	Titusville	State:	FL
Phone Number:	321-264-5201	County:	Brevard
		Fed Tax ID:	
<b>Equipment Information:</b>			
Quantity	Make	Model	Description
See Schedule A -if this box is checked <input checked="" type="checkbox"/>			
Initial Term	Payment Includes	- B&W Copies per Month	Overages Billed at \$ 0.00500 per copy
53	Payment Includes	- Color Copies per Month	Overages Billed at \$ 0.04500 per copy
Months	Payment Includes	- Scans per Month	Overages Billed at no charge for scans per scan
Total Payment per month for Included Images* (plus applicable Tax):			\$ 1,122.49
Payment Period is Monthly unless otherwise noted: Monthly		Overage Billed Monthly unless otherwise noted: Monthly	
NTouch Support Service Monthly Pay Option: Customer agrees to pay \$15 per month for each item of Equipment for the Software Support described in Section 15.		Origination Fee: \$ 99	
NTouch Support Service Hourly Pay Option: Customer may obtain the Software Support described in Section 15 at an hourly rate of \$149.			
Managed Network Services Payment (Included in Payment) \$		for Managed Network Services (defined below)	

You acknowledge and agree that this Image Management Agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations, and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and will neither you nor any Representative is or will be listed in any Sanctions related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

**1. EQUIPMENT RENTAL.** You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment.

**2. EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION.** We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, toner, developer and parts necessary for You to produce copies, all of which are included in the Payment amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside Our normal business hours and any service, parts or supplies required by Your misuse or abuse of the Equipment, negligence, use of improper supplies, electrical or environmental problems, improper moving, extraordinary use or failure to follow the manufacturer's suggested use instructions, each as reasonably determined by Us. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that: (a) You selected the Equipment based on Your own judgment; (b) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever (including, without limitation, Our failure to provide You with Managed Network Services); and (c) If We assign this Agreement pursuant to Section 9 (i) the Assignee shall not be responsible for providing You with Software Support, other Equipment service, parts or supplies, or for any other obligations that We owe to You (even though the Assignee may, as a convenience to You, invoice You for amounts owed under such contract along with the amounts owed under this Agreement on one invoice bill and collect monies owed by You to Us), (ii) if the Equipment is unsatisfactory or if We fail to provide any service or fulfill any other obligation to You, You shall not make any claim against the Assignee and shall continue to fully perform under this Agreement, and (iii) We are not an agent of the Assignee and are not authorized to waive or alter any term of this Agreement.

**3. PAYMENTS.** Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, (ii) the applicable overage charges for each metered copy & print collectively called Images in excess of the applicable number of copies included in the Payment, and (iii) applicable taxes and other charges provided for herein. You agree to pay the minimum Payment amount even if You do not make the applicable number of copies in a given month. You agree that We may increase the Payment and/or the applicable overage charges once each year during the Term, by an amount not to exceed 15% per year. You shall allow Us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings. If a DCA is not installed or is disabled, You will provide Us by telephone, email, or facsimile with the actual meter readings when We so request. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then We may estimate the number of copies & prints collectively called Images made and invoice You accordingly. If 3 consecutive requests for actual meter readings go unanswered, a technician shall be dispatched to the Equipment to gather the meter readings and a charge will be assessed to You. No retroactive adjustments will be made to the estimated meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay an additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$25.00 for any returned or dishonored check or draft. The Payment may be adjusted proportionately upward or downward, as necessary, to comply with the tax laws of the state in which the Equipment is located.

**4. TERM; AUTOMATIC RENEWAL.** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Initial Term" above. You agree to pay a transitional payment equal to 1/30th of the Total Payment, for each day from and including the date You sign the Acceptance of Delivery until the day preceding the Commencement Date. Unless You notify Us in writing not less than 60 days nor more than 150 day prior to the expiration of the term or any renewal term that You intend to return the Equipment at the end of such Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) all terms of this Agreement will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of the Term, then You shall make the Equipment available for return in accordance with Section 12. This Agreement is non-cancelable for the full Term.

**5. INDEMNIFICATION.** You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) (collectively "Claims") made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment or Our performance of any services hereunder, excluding any such Claims caused by Our gross negligence or willful misconduct. This obligation shall survive the termination of this Agreement. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment or Our performance of any services hereunder.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above)		Novatech, Inc. ("We", "Us", "Our" and "Owner")	
By: <u>Bill Spinelli</u>	Date: 1/20/2023	By: <u>Mia Journey</u>	Date: 1/20/2023
X <u>666140G0400B4F0</u>		X <u>1752070020B74D3</u>	
Print name: Bill Spinelli	Title: CAO	Print name: Mia Journey	Title: Lease Admin



**6. DISCLAIMER. EXCEPT TO THE EXTENT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The parties hereto agree that this Agreement in the hands of an Assignee is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the manufacturer, which warranty rights We assign to You for the Term (provided You are not in default). You may contact Us for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

**7. OWNERSHIP; USE AND MAINTENANCE.** You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment and shall hold Us harmless in accordance with Section 5 for any damages caused by computer viruses. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition"). With respect to any equipment designated as "Service Only", You acknowledge and agree that: (i) We do not own such equipment, (ii) such equipment is not provided or rented to You pursuant to the terms of this Agreement, (iii) the Supplier has agreed to provide service and supplies for such equipment in accordance with the terms of this Section 7, and (iv) the portion of the Payment attributable to such "service only" equipment includes payment only for the service and supplies provided by the Supplier pursuant to this Section 2 and not for the use or rental of such equipment.

**8. LOSS; DAMAGE; INSURANCE.** You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, and (iii) carry public liability insurance covering bodily injury and property damage in an amount acceptable to Us. You agree to notify Us in writing of any loss. If a loss occurs and we have not otherwise agreed in writing, You will promptly pay to Us the unpaid balance of this Agreement, including any future payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to the present value at 2%. Any proceeds of insurance will be paid to Us and credited against the loss. You authorize Us to sign on Your behalf and appoint Us as your attorney-in-fact to endorse in Your name any insurance drafts or checks issued due to a loss.

**9. ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or Sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations hereunder. Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay us a fee for Our administration of taxes related to the Equipment. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You also agree to pay Us an Origination Fee in the amount set forth on Page 1 (or as otherwise agreed to). We may charge you a supply freight fee to cover our costs of shipping supplies to you. In connection with the expiration or earlier termination of this Agreement, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts.

**11. DEFAULT; REMEDIES.** You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment at Your expense to any location(s) designated by Us, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Total Payments and other amounts then due and past due, (ii) all remaining Total Payments (excluding the Managed Network Services Payment portion of each Total Payment) for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

**12. RETURN OF EQUIPMENT.** Upon expiration of the Term, if You do not purchase the Equipment, You will return all of the Equipment to a location we specify, at your expense, in the continental United States. The Equipment must be returned to Us in Good Condition (defined in Section 7). You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting a data security standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

**13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement to an Assignee, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

**14. MISCELLANEOUS.** You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees and parties having an economic interest in this Agreement and/or the Equipment. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

**15. NTOUCH SUPPORT SERVICE.** As used herein, "Software Support" means the technical service and training for computer connectivity to the Equipment, including loading print drivers, configuring scan settings, desktop faxing and troubleshooting problems printing individual files, complex job creation, and color matching. During the first 30 days of the Term, We will provide You with MFP App, Flery Controller and Software Support for no additional charge. Thereafter We will continue to provide You with Software Support (a) for an additional payment of \$15.00 per month for each item of Equipment (in addition to the Total Payments and other amounts under this Agreement) for the Term if You checked the box for "Ntouch Support Service Monthly Pay Option" on Page 1 of this Agreement, or (b) at the rate of \$149 per hour if You checked the box for "Ntouch Support Service Hourly Pay Option" on Page 1 of this Agreement. You acknowledge that the installation, operation, upgrade or maintenance of the Equipment or software can cause data and/or files to be accessed, deleted or damaged and You will take precautions to backup, secure and protect all software, data and removable storage media prior to requesting Us to provide any Software Support.

**16. Managed Network Services:** If the Payment includes a "Managed Network Services Payment," then We have agreed to provide You with remote network monitoring and maintenance, network security services and other network services (collectively, the "Managed Network Services") pursuant to a separate agreement relating thereto (the "Managed Network Services Agreement"). Such Managed Network Services Agreement is separate and distinct from this Agreement and shall not affect Your obligations under this Agreement. The provision of the Managed Network Services will be governed solely by the Managed Network Services Agreement. As a convenience to You, We may provide You with one invoice covering (1) amounts owed under this Agreement, and (2) amounts owed under the Managed Network Services Agreement. If You have any dispute with Us regarding the Managed Network Services Payment or the Managed Network Services Agreement, You will continue to pay all Payments and other amounts due under this Agreement without deduction, offset or withholding of any amounts. The Managed Network Services Payment includes only the Managed Network Services and not possession, use, lease or rental of any Equipment. You and We may by written agreement add, modify or remove Managed Network Services and may modify the Managed Network Services Payment; provided that such agreement does not modify the Payment (excluding the Managed Network Services portion of the Payment) or any other term of this Agreement.







# \$1 Buyout Addendum

Title of lease, rental or other agreement: \_\_\_\_\_ (the "Agreement")

Lessee/Renter/Customer: Brevard County Sheriffs Office \_\_\_\_\_ ("Customer")

Lessor/Lender/Owner: **Novatech, Inc.** ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

**1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

**2. END OF TERM; APPLICABLE RATE.** Notwithstanding any other provisions of the Agreement, provided that no default under the Agreement has occurred, and all obligations of Customer under the Agreement have been satisfied, including receipt by Company of all monies due under the Agreement, including but not limited to, the periodic scheduled payments, late charges, and reimbursement for property taxes (if applicable), Company will release any security interest which it may have in the Equipment. Customer shall have no obligation to provide any end-of-term notice to Company, and the Agreement shall not be renewed.

**3. TIME PRICE; RATE FACTOR.** Customer understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be purchased pursuant to the Agreement (including the terms of this Addendum) for a "Time Price" equal to the amount of each periodic payment (each, a "Payment") multiplied by the number of such Payments due under the Agreement, plus any origination fee, documentation fee or other fees, as set forth in the Agreement, plus \$1.00, and by executing the Agreement and this Addendum Customer has chosen to purchase the Equipment for that Time Price. The Equipment Cost may be determined by dividing the Payment by the Rate Factor set forth below. The total return on Company investment (the total finance charge) is determined by deducting the Equipment Cost (as determined above) from the Time Price. The rate of return (finance rate) may be determined by deducting the Security Deposit (if any) from the Equipment Cost, and then applying to the amount so determined, the rate that will amortize that amount down to the purchase option amount by applying as payments, the Payment and the origination fee or documentation fee (if any). For purposes of such amortization, each Payment, including any advance payment, will be considered received on the date it is required to be paid under the Agreement, and the origination fee or documentation fee (if any) will be considered received on the effective date of the Agreement.

**4. OWNERSHIP AND USE.** Customer shall be deemed to be the owner of the Equipment for all purposes upon delivery of the Equipment to Customer. Customer grants to Company a security interest in the Equipment to secure all of Customer's obligations under the Agreement. In the event of a default by Customer under the Agreement, title to the Equipment shall revert to Company free and clear of any rights or interests of Customer in the Equipment.

**5. PAYMENT OF TAXES.** In addition to the payments under the Agreement, you agree to pay all sales, use, excise, gross receipts and other taxes, charges and fees upon or with respect to the Equipment or the possession, ownership, use or operation, control or maintenance thereof and relating to the Agreement (or any Schedules), whether due before or after the end of the term of the Agreement, to the extent legally permissible. Customer agrees to file all required property tax returns and promptly pay all property taxes which may be assessed against the Equipment during the term of the Agreement and, if we ask, provide us with proof of payment. Customer agrees that if Company is required by the applicable taxing jurisdiction to pay such taxes, Customer will promptly reimburse Company for such tax payment.

The following rates are applicable to this transaction:

**Interest Rate:** % \_\_\_\_\_ (Must complete for AR, GA, MD, NH, NJ, NM, TX, WI)

**Rate Factor:** .02577 \_\_\_\_\_ (Must complete for all states)

**6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): Brevard County Sheriffs Office		Company (identified above): <b>Novatech, Inc.</b>	
By: <u>Bill Spinelli</u>	Date: <u>1/20/2023</u>	By: <u>Mia Journey</u>	Date: <u>1/20/2023</u>
Print name: <u>BILL SPINELLI</u>	Title: <u>CAO</u>	Print name: <u>Mia Journey</u>	Title: <u>Lease Admin</u>
		Agreement Number:	
		Master Agreement Number (if applicable):	



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.21.

5/9/2023

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### Subject:

Precinct Boundaries - Altered and Added (Chapter 101.001(1) F.S.)

### Fiscal Impact:

N/A

### Dept/Office:

Tim Bobanic, Supervisor of Elections

### Requested Action:

It is requested that the Board approve the revised precinct boundaries due to annexations by the Cities of Melbourne, Palm Bay and West Melbourne.

### Summary Explanation and Background:

- |                                      |                               |
|--------------------------------------|-------------------------------|
| 1. Melbourne Ordinance 2023-08.      | 0 Registered voters affected. |
| 2. Melbourne Ordinance 2023-11.      | 0 Registered voters affected. |
| 3. Palm Bay Ordinance 2023-01.       | 0 Registered voters affected. |
| 4. West Melbourne Ordinance 2023-05. | 0 Registered voters affected. |

Contact: Diana Young, GIS Coordinator

Phone/e-mail: 321-343-5633 / [dyoung@VoteBrevard.gov](mailto:dyoung@VoteBrevard.gov)

### Clerk to the Board Instructions:

Please send one copy of the Board Memo to Diana Young, Supervisor of Elections Office

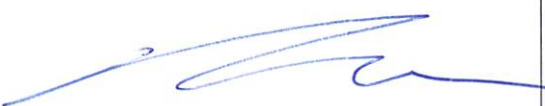


Meeting Date
05/09/2023



AGENDA	
Section	Consent
Item No.	

**AGENDA REPORT**  
*BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS*

SUBJECT:	PRECINCT BOUNDARIES-ALTERED AND ADDED (CHAPTER 101.001 (1) F.S.)								
DEPT/OFFICE:	TIM BOBANIC, SUPERVISOR OF ELECTIONS								
Requested Action:									
RECOMMENDED THAT THE BOARD APPROVE THE REVISED PRECINCT BOUNDARIES DUE TO ANNEXATIONS BY THE CITIES OF MELBOURNE, PALM BAY AND WEST MELBOURNE.									
Summary Explanation & Background:									
<ol style="list-style-type: none"> <li>1. Melbourne Ordinance 2023-08. 0 Registered voters affected.</li> <li>2. Melbourne Ordinance 2023-11. 0 Registered voters affected.</li> <li>3. Palm Bay Ordinance 2023-01. 0 Registered voters affected.</li> <li>4. West Melbourne Ordinance 2023-05. 0 Registered voters affected.</li> </ol>									
<p>Contact: Diana Young, GIS Coordinator          Phone/e-mail: 321-343-5633/dyoung@VoteBrevard.gov</p>									
Clerk to the Board Instructions:									
Exhibits Attached: Attachment "A" & Maps									
Contract /Agreement (If attached): Reviewed by County Attorney				Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager Frank Abbate		Assistant County Manager John Denninghoff			Department Director / Extension 				
		Assistant County Manager Jim Liesenfelt							

## ATTACHMENT "A"

City	Ord #	Effective Date	Out of PCT	In to PCT	# Voters
Melbourne	2023-08	4/24/2023	511	507	0
Melbourne	2023-11	5/8/2023	427	422	0
Palm Bay	2023-01	2/2/2023	321	320	0
West Melbourne	2023-05	3/21/2023	504	503	0
Total Voters Affected					0
County Precincts Affected					4
City Precincts Affected					4

# Melbourne Ordinance 2023-08

ORANGE MANOR DR



TRIMBLE RD

COBB LN

MILLER LN

(0 voters affected)

## Legend

-  Annexation Area
-  County
-  Melbourne

PINEWOOD RD

0 0.0175 0.035 0.07 Miles





# Melbourne Ordinance 2023-11

PINEDA PLAZA WAY

PINEDA CSWY

HOLY TRINITY DR

PINEDA CSWY

(0 voters affected)

## Legend

-  Annexation Area
-  County
-  Melbourne

0 0.0175 0.035 0.07 Miles





# Palm Bay Ordinance 2023-01

EDISTO DR

TEQUESTA DR

CHIPEWA DR  
CALUSA DR  
IRIQUOIS DR

DOTTIE DR

3750 Micco Rd 32976

(0 voters affected)

SHREVE LN

KELSEY LN

LANA CT

LAGUNA CIR

LAGO VISTA DR

SILENT CHASE LN

MICCO RD

## Legend

-  Annexation Area
-  County
-  Palm Bay

0 0.1 0.2 0.4 Miles





# West Melbourne Ordinance 2023-05

VALENCIA RD

LAGO CIR




(0 voters affected)

4340 W New Haven Ave 32904

W NEW HAVEN AV

W NEW HAVEN AV

## Legend

-  Annexation Area
-  County
-  West Melbourne

0 0.01 0.02 0.04 Miles





# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.22.

5/9/2023

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### **Subject:**

Letter of Recognition to the City of Cape Canaveral for their 60-Year Anniversary

### **Fiscal Impact:**

N/A

### **Dept/Office:**

District 2 Commission Office

### **Requested Action:**

It is requested that the Board acknowledge the Letter of Recognition to the City of Cape Canaveral to commemorate their 60-Year Anniversary on May 16, 2023.

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

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



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

Telephone: (321) 454-6601  
[www.brevardfl.gov](http://www.brevardfl.gov)  
[D2.commissioner@brevardfl.gov](mailto:D2.commissioner@brevardfl.gov)

May 16, 2023

## City of Cape Canaveral Celebrates 60 Years

As the Space Program burgeoned, so did the population along the coastline of Brevard County. The small portion of land between Port Canaveral and the City of Cocoa Beach decided to incorporate. In late 1961 or early 1962, an election was held and 152 eligible voters cast their approval for incorporation against the 18 that opposed it. The name of the town was voted on and became known as the "Town of Cape Canaveral."

On June 2, 1962, the freeholders gathered again where the supportive vote for incorporation was now 205 with only 6 against. At this time, the town name, seal and limits were voted on. On May 16, 1963, the City Charter became law without the governor's signature, thus the City of Cape Canaveral was born.

In its 60-year history, it has been an important part of the rapidly expanding fields of aerospace and technology. It has become a world destination for travel but continues to provide that hometown feel. Residents and tourists alike feel welcomed in their walkable, bikeable community. It is just moments away from the Atlantic Ocean, Port Canaveral, Cape Canaveral Space Force Station and the Kennedy Space Center. It really is a paradise of sun, space and sea.

Thank you, City of Cape Canaveral, for being a vital part of Brevard County serving those who live and visit here. We join you in celebrating your 60<sup>th</sup> anniversary.

Sincerely,

Tom Goodson  
District 2  
Brevard County Board of County Commissioners

### District 2 Includes

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



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

H.1.

5/9/2023

---

### Subject:

Public Hearing, Re: Ordinance Amending Chapter 2, Article VI, Division 2, Section 2-173, "Enforcement Procedure."

### Fiscal Impact:

None

### Dept/Office:

Planning and Development

### Requested Action:

It is requested that the Board of County Commissioners conduct a public hearing and adopt the proposed ordinance amending Chapter 2, Article VI, Division 2, Section 2-173, "Enforcement Procedure."

### Summary Explanation and Background:

On April 18<sup>th</sup>, 2023, the Board of County Commissioners approved legislative intent and permission to advertise amendments to Section 2-173, Brevard County Code of Ordinances, "Enforcement Procedure."

The purpose of the proposed amendments is to align the Code of Ordinances with statutory requirements. In July of 2021, an amendment to Fla. Stat. § 162.06(b) went into effect. This section now reads:

"A code inspector may not initiate enforcement proceedings for a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the respective local government before an enforcement proceeding may occur. This paragraph does not apply if the code inspector has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources."

From the time this bar against investigating most anonymous complaints went into effect, code enforcement has complied and required a name and address of complainant(s) unless a specified exemption applied. However, Section 2-173(e), Brevard County Code of Ordinances, currently states that "code enforcement will accept and investigate complaints from both named and anonymous sources according to the respective policy decision of each commissioner for his or her district . . ." Because Commissioners are no longer free to make such a policy decision, it is advisable to amend this Section to align it with the statutory language.

The attached ordinance would amend Section 2-173 to reflect the statutory prohibition on accepting most anonymous complaints. There have been no substantive changes to the draft attached to the item for legislative intent and permission to advertise which the Board approved on April 18<sup>th</sup>.

**Clerk to the Board Instructions:**

Once ordinance is filed with the State, please return two copies to Planning & Development.

ORDINANCE NO. 2023-\_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-173, "ENFORCEMENT PROCEDURE," TO REMOVE PROVISIONS ALLOWING FOR EACH COMMISSIONER TO SET POLICY REGARDING ANONYMOUS CODE ENFORCEMENT COMPLAINTS AND REPLACING IT WITH A REQUIREMENT THAT A COMPLAINANT PROVIDE THEIR NAME AND ADDRESS EXCEPT IN SPECIFIED CIRCUMSTANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AREA ENCOMPASSED; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF BREVARD COUNTY, FLORIDA.

WHEREAS, Florida Statute Section 162.06(b) was amended in 2021 to state that "a code inspector may not initiate an investigation of a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the respective local government before an investigation may occur. This paragraph does not apply if the code enforcement officer has reason to believe that the violation presents an imminent threat to the public health, safety, or welfare or imminent destruction of habitat or sensitive resources"; and

WHEREAS, Florida Statute Section 162.21(3)(b) was amended with nearly identical language; and

WHEREAS, the County implemented practices to comply with this statutory preemption on anonymous complaints in July of 2021, when it took effect; and

WHEREAS, Section 2-173(e), Brevard County Code of Ordinances, appears to create a conflict with this provision and may cause confusion among the public because it currently states that "code enforcement will accept and investigate complaints from both named and anonymous sources according to the respective policy decision of each commissioner for his or her district. . ."; and

WHEREAS, it is the desire of the Brevard County Board of County Commissioners to amend this section to align Brevard County Code of Ordinances with Florida Statute and current practices.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, as follows:

Underline indicates additions.

~~Strike-through indicates deletions.~~

SECTION 1. Chapter 2, Article VI, Division 2, Section 2-173, "Enforcement Procedure," Code of Ordinances of Brevard County, Florida, is hereby amended as follows:

- (a) The code inspectors have the primary duty of enforcing the various code and ordinances and initiating enforcement proceedings before the special magistrate. No special magistrate shall have the power to initiate such enforcement proceedings.
- (b) Except as provided in subsections (c) and (d), if a violation of the codes or ordinances is found, the code inspector shall notify the violator of the violation and give the violator a reasonable time, in light of the nature of the violation, to correct the violation. Should the violation continue beyond the time specified for correction, a hearing before the special magistrate shall be set and notice of the hearing will be provided to the respondent by hand delivery or mailed in accordance with F.S. § 162.12. If the violation is a recurring violation or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the code enforcement special magistrate even if the violation has been corrected prior to the special magistrate hearing, and the notice shall so state.
- (c) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall request a hearing and notice of such hearing shall be made in accordance with F.S. § 162.12. The case may be presented to the special magistrate even if the repeat violation has been corrected prior to the special magistrate hearing, and the notice shall so state. If the repeat violation has been corrected, the special magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the special magistrate. Fines associated with a finding that a repeat violation exists shall be calculated from the date of first observation to the date of compliance.
- (d) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately set the matter for hearing before the special magistrate.
- (e) A code inspector may not initiate an investigation of a potential violation by way of an anonymous complaint. A person who reports a potential violation of an ordinance must provide his or her name and address before an investigation may occur. This subsection does not apply if the code inspector has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources, or to those investigations initiated under the authority derived from Chapter 22, Article VI, "Contractors." ~~Code enforcement will accept and investigate complaints from both named and anonymous sources according to the respective policy decision of each commissioner for his or her district. However, i~~



- (f) If two complaints have been filed against a person and/or property within a one-year period and no violations have been identified or verified, then the county manager may require any subsequent complaint against that person and/or property be written and under oath and/or otherwise limit further investigation.
- (fg) If the owner of property that is subject to an enforcement proceeding before the special magistrate or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:
  - (1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
  - (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
  - (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
  - (4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.
  - (5) Failure to make the disclosures described in paragraphs (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held. Nothing herein shall prevent the county from continuing to prosecute the pending code enforcement proceeding to its conclusion against either the previous owner and/or the new owner.

SECTION 2. Conflicting Provisions. In the case of a direct conflict between any provision of this Ordinance and a portion or provision of any other appropriate federal, state or county law, rule, code or regulation, the more restrictive shall apply.

SECTION 3. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. Area Encompassed. This Ordinance shall take effect only in the unincorporated area of Brevard County, Florida.

SECTION 5. Effective Date. A certified copy of this Ordinance shall be filed with the Office of the Secretary of State, State of Florida within ten (10) days of enactment. This Ordinance shall take effect upon adoption and filing as required by law.

SECTION 6. Inclusion in Code. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Brevard County, Florida; and that the sections of this Ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

DONE, ORDERED, AND ADOPTED, in regular session, this 9<sup>th</sup> Day of May, 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

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

\_\_\_\_\_  
Rita Pritchett, Chair  
(as approved by the Board on May 9,  
2023)

( S E A L )

Chapter 2, Article VI, Division 2, Section 2-173, "Enforcement Procedure."

- (a) The code inspectors have the primary duty of enforcing the various code and ordinances and initiating enforcement proceedings before the special magistrate. No special magistrate shall have the power to initiate such enforcement proceedings.
- (b) Except as provided in subsections (c) and (d), if a violation of the codes or ordinances is found, the code inspector shall notify the violator of the violation and give the violator a reasonable time, in light of the nature of the violation, to correct the violation. Should the violation continue beyond the time specified for correction, a hearing before the special magistrate shall be set and notice of the hearing will be provided to the respondent by hand delivery or mailed in accordance with F.S. § 162.12. If the violation is a recurring violation or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the code enforcement special magistrate even if the violation has been corrected prior to the special magistrate hearing, and the notice shall so state.
- (c) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall request a hearing and notice of such hearing shall be made in accordance with F.S. § 162.12. The case may be presented to the special magistrate even if the repeat violation has been corrected prior to the special magistrate hearing, and the notice shall so state. If the repeat violation has been corrected, the special magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the special magistrate. Fines associated with a finding that a repeat violation exists shall be calculated from the date of first observation to the date of compliance.
- (d) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately set the matter for hearing before the special magistrate.
- (e) A code inspector may not initiate an investigation of a potential violation by way of an anonymous complaint. A person who reports a potential violation of an ordinance must provide his or her name and address before an investigation may occur. This subsection does not apply if the code inspector has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources, or to those investigations initiated under the authority derived from Chapter 22, Article VI, "Contractors."
- (f) If two complaints have been filed against a person and/or property within a one-year period and no violations have been identified or verified, then the county manager may require any subsequent complaint against that person and/or property be written and under oath and/or otherwise limit further investigation.

- (g) If the owner of property that is subject to an enforcement proceeding before the special magistrate or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:
- (1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
  - (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
  - (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
  - (4) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.
  - (5) Failure to make the disclosures described in paragraphs (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held. Nothing herein shall prevent the county from continuing to prosecute the pending code enforcement proceeding to its conclusion against either the previous owner and/or the new owner.



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Public Hearing

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H.2.

5/9/2023

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### **Subject:**

Approval of Third Quarter Supplemental Budget for Fiscal Year 2022-2023

### **Fiscal Impact:**

The budget supplement amends the County's budget from \$1,941,129,695 to \$1,972,548,923, an increase of \$31,419,228 or 1.62%.

### **Dept/Office:**

Budget Office

### **Requested Action:**

It is requested that the Board of County Commissioners approve a Supplemental Budget for the Third Quarter of Fiscal Year 2022-2023, authorize the Chair to sign the Resolution, and approve the budget changes and such actions as are necessary to implement the adopted changes.

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

The County's Supplemental Budget for the Third Quarter of FY 2022-2023 is adopted by a resolution after holding a public hearing as required by Chapter 129, Florida Statutes. Supplemental Budget Changes Requests for applicable County Agencies, are included in the Supplemental package. These documents are attached for review and approval.

A summary of the proposed Budget Supplement, along with a notice of date and time of the public hearing, was advertised in the May 5, 2023 edition of the Florida Today.

Special Revenue Funds increase by \$13.1M, which is primarily due to increases associated with the following departments and programs: Tourism Development Tax collections and fund balance are higher than anticipated; Sheriff's Office Law Enforcement MSTU and Inmate Commissary fund balances are being recognized and allocated to capital purchases; Judicial Support Court Facilities operating costs increase for security guard and janitorial services.

Enterprise Funds increase by \$12.1M, primarily due to projects and equipment purchases being carried-forward in the Utility Services and Solid Waste Operation and Maintenance funds due to long-lead times associated with material and equipment purchases.

General Funds increase by \$4.2M, which is primarily due to General Government fund balance, which is being allocated to critical needs for Facilities, EOC, and Parks and Recreation capital projects, as well as operational needs for the Medical Examiner's Office and Veterans Services.

Capital Project Funds increase by \$1.2M due to the on-going construction of the new Emergency Operations Center and delays associated with the delivery of an electrical switchgear, as well as increased costs of interior finishes and furnishings.

Internal Service Funds increase by \$756K, which is the result of the Information Technology fund balance being more than anticipated due to decreased expenses associated with the transition of countywide communication services. Funds are being allocated to upcoming I.T. requirements.

Transportation Trust Funds increase by \$75K due to constitutional gas tax revenue trending higher than anticipated and being recognized and allocated to allow project progression in several on-going road projects.

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

RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION APPROVING A BUDGET SUPPLEMENT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023, PURSUANT TO CHAPTER 129, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO APPROVE A BUDGET SUPPLEMENT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023, AND PROVIDING AN EFFECTIVE DATE

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WHEREAS, the Board of County Commissioners of Brevard County, Florida, approved in public hearing on September 20, 2022, an adopted budget and subsequently amended the adopted budget to \$1,849,105,824 for the fiscal year ending September 30, 2023; and

WHEREAS, there is a need to supplement and amend the budget for the fiscal year ending September 30, 2023 until it equals \$1,972,548,923 for balances forward and other sources of funds; and

WHEREAS, there is a need to appropriate this estimated revenue and other financing sources in the aforementioned budget. The following approved budgets as consolidated by fund type are to be supplemented and amended:

Fund Type	FY 2023 Budget As Adopted and Amended	Supplements	FY 2023 Budget as Supplemented
General	\$381,499,678	\$4,173,531	\$385,673,209
Transportation Trust	\$147,325,602	\$74,633	\$147,400,235
Special Revenue	\$863,546,656	\$13,093,983	\$876,640,639
Debt Service	\$27,419,507	\$0	\$27,419,507
Capital Project	\$32,816,200	\$1,200,000	\$34,016,200
Enterprise	\$364,286,376	\$12,121,026	\$376,407,402
Internal Service	\$124,235,676	\$756,055	\$124,991,731
Totals	<u>\$1,941,129,695</u>	<u>\$31,419,228</u>	<u>\$1,972,548,923</u>

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that the budget for the fiscal year ending September 30, 2023, be supplemented and amended by \$31,419,228 increasing the previous budget from \$1,941,129,695 to \$1,972,548,923 as provided by Chapter 129, Florida Statutes, and appropriating such in various funds and accounts as indicated by the Supplement Budget Change entries.

The County Manager (as the County Budget Officer) is directed to execute these changes and to make such adjustments as are necessary to carry out the intent of this resolution.

DONE, ORDERED AND ADOPTED THIS 9th DAY OF MAY A.D., 2023.

ATTEST:

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

As Approved by the Board on May 9, 2023

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RACHEL SADOFF, CLERK  
(S E A L)



Fiscal Year 2022-2023  
3rd Quarter Supplemental Budget  
Listing of Amendments

Department	Description	Fund	Fund Type	BCR Number	Total
Central Services	Fleet Services	0001	General	50016175	77,533
Court Programs/Judicial Support	Court Related Technology	1400	Special Revenue	50016274	28,000
Court Programs/Judicial Support	State Court Facilities	1402	Special Revenue	50016243	464,772
Emergency Management	Emergency Management Operations	0005	General	50016180	230,162
Emergency Management	800 Mhz Operating	0031	General	50016227	233,028
Emergency Management	E911 Improvements	1380	Special Revenue	50016182	488,060
Emergency Management	EOC Construction	3026	Capital Projects	50016235	1,200,000
General Government	General Government	0001	General	50016245	2,202,676
Housing and Human Services Department	Veteran's Services	0001	General	50016202	40,720
Human Resources Department	Personnel Technical Services	0001	General	50016163	49,077
Information Technology Department	Communications	5011	Internal Service	50016168	756,055
Library Services Department	Library Services	1070	Special Revenue	50016170	120,000
Melbourne-Tillman Water Control District	Melbourne-Tillman Water Control District	4800	Enterprise	50016236	555,879
Mosquito Control	Countywide Mosquito Control	1090	Special Revenue	50016200	373,287
Parks and Recreation Department	Central Parks	0016	General	50016197	160,000
Parks and Recreation Department	North Parks	1010	Special Revenue	50016195	(223,405)
Parks and Recreation Department	South Parks	1019	Special Revenue	50016196	237,828
Public Safety	Medical Examiner's Office	0001	General	50016211	250,000
Public Works Department	Facilities	0001	General	50016205	2,061,157
Public Works Department	Facilities	0001	General	50016242	1,351,260
Public Works Department	Road Construction - 5th and 6th Cent CGT	1170	Transportation Trust	50016191	74,633
SCGTV/Communications	SCGTV/Communications	0002	General	50016212	78,898
Sheriff's Office	Sheriff's Office	0001	General	50016244	(2,690,460)
Sheriff's Office	Sheriff's Office	0001	General	50016210	64,585
Sheriff's Office	Law Enforcement MSTU	1410	Special Revenue	50016209	384,661
Sheriff's Office	Law Enforcement MSTU	1410	Special Revenue	50016239	250,000
Sheriff's Office	Inmate Commissary/Welfare	1416	Special Revenue	50016208	598,527
Solid Waste Mgmt Department	Solid Waste Mgmt Debt O & M	4010	Enterprise	50016174	2,197,535
Tourism Development Office	TDC - Beach Improvement	1442	Special Revenue	50016188	6,390,427
Tourism Development Office	TDC - Promotional/Advertising	1441	Special Revenue	50016187	3,981,826
UF/Brevard County Extension Services	AG Extension Services Program	0001	General	50016167	64,895
Utility Service Department	Water Resources O & M	4150	Enterprise	50016276	7,780,000
Utility Service Department	Water Resources Improvements	4153	Enterprise	50016275	731,412
Utility Service Department	Barefoot Bay Utilities Operations	4250	Enterprise	50016173	520,200
Utility Service Department	Barefoot Bay Construction Fund	4254	Enterprise	50016172	336,000
	<b>Total Third Quarter Supplement</b>				<b>31,419,228</b>



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 0001-Genera Revenue Fund - Incorporated

**Department:** Central Services Office

**Date:** 3/10/2023

**Program:** FLEET SERVICES

**Type of Request:** Supplement

**Revenue Change:**

Miscellaneous

Statutory Reduction

**Expenditure Change:**

\$81,614 Capital Outlay

(\$4,081) Operating Expenses

\$25,130

\$52,403

**Total:**

\$77,533

**Total:**

\$77,533

**Justification:**

This is a request to purchase 3 diesel generators (\$25,130) and upgrade the electrical (\$42,766) at the County's 9 fuel sites. This upgrade accommodates the use of portable generators that will be used when electricity is not available at the County's fuel sites. Last year during hurricanes Ian and Nicole, two main fuel sites lost electricity during the storms. The County had to divert road and bridge vehicles to fueling sites further from the required repairs needed after the storms.

**Alternative:**

Without this budget change request, funding for the purchase of the diesel generators and upgrade to the electrical at the County's 9 fuel sites will not be available.

**SAP Document Number:**

50016175

**Approval:**

JJHAYES

Approved

03/09/2023

*YBA 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



## Budget Change Request (Form BCC-114)

### Brevard County Budget Office

**Fund:** 1400-Court Related Technology

**Department:** Court Programs

**Date:** 4/27/2023

**Program:** COURT INFORMATION TECHNOLOGY

**Type of Request:** Supplement

**Revenue Change:**

Balance Forward Operating

**Expenditure Change:**

\$28,000 Operating Expenses

\$28,000

**Total:** \$28,000

**Total:** \$28,000

**Justification:**

This budget change request recognizes a portion of the unbudgeted balance forward within the Court Technology fund. This funding will be allocated to operating costs for continued information technology support within court agencies.

**Alternative:**

If this budget change request is not approved, this portion of balance forward will not be allocated to continued operating costs.

**SAP Document Number:** **Approval:**

50016274

JJHAYES

Approved

04/26/2023

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

*M. Alberto 7/27/23*

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

Rachel Sadoff, Clerk

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

**Budget Change Request (Form BCC-114)****Brevard County Budget Office****Fund:** 1402-State Court Facilities**Department:** Court Programs**Date:** 3/30/2023**Program:** COURT FACILITIES**Type of Request:** Supplement**Revenue Change:**

Transfers - General Revenue

Balance Forward Operating

**Expenditure Change:**

\$232,676 Operating Expenses

\$232,096

\$464,772

**Total:** \$464,772**Total:** \$464,772**Justification:**

This budget change request recognizes the unbudgeted balance forward of \$232,096 and allocates additional General Fund dollars of \$232,676 within the Court Facilities fund. These funds are being allocated to the following: Increased operating costs for Security guard services (\$163,310) and janitorial services (\$151,462) based on new contracts awarded through the RFP process; Courtroom Space Study (\$150,000).

**Alternative:**

If this budget change request is not approved, this additional funding will not be allocated to increasing operating costs, and the Courtroom Space Study will need to be postponed.

**SAP Document Number:**


50016243

**Approval:**

JJHAYES

Approved

03/30/2023

 4/3/23APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 0005-Emergency Management Office

**Department:** Emergency Management Office

**Date:** 3/30/2023

**Program:** EMERGENCY MANAGEMENT OPERATIONS

**Type of Request:** Supplement

**Revenue Change:**

Balance Forward Operating

**Expenditure Change:**

\$230,162 Operating Expenses

\$214,162

Capital Outlay

\$16,000

**Total:** \$230,162

**Total:** \$230,162

**Justification:**

Balance Forward for the Emergency Management fund, which is funded through a combination of General Fund and several emergency preparedness grants (State, Federal and FPL), was projected at \$15,000 during the FY22-23 budget development. Upon completion of the FY21-22 financial statements, the actual balance forward is \$245,162 an increase of \$230,162. This increase is the result of unexpended compensation and benefits because of the Operations Coordinator, the Radiological Coordinator, and the Finance Specialist positions being vacant for multiple months, the unplanned revenues received from Hurricane Irma reimbursements and Emergency Management Plan Reviews, and delayed actions on a variety of planned budgeted items due to two hurricanes responses and current irregularities of the supply chain. Funding will be carried forward to conduct multi-jurisdictional/multi-agency St. Lucie Nuclear Power Plant FEMA evaluated exercise, continue acquiring necessary equipment to support the County's Radiological Preparedness and Response Plan, and address current facility issues, such as; AC and Roof Repairs to EOC Bunk Room (Health Department Annex), replace broken chairs, and install proper/safe electrical outlets for warming ovens.

**Alternative:**

If this budget change request is not approved, core Emergency Management needs will take longer to complete, further delaying the necessary enhancements.

**SAP Document Number:**

50016180

**Approval:**

JJHAYES

MVWALLACE

Approved

Approved

03/19/2023

03/20/2023

*M. Alvarado 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 0031-800 Mhz Operating

**Department:** Emergency Management Office

**Date:** 3/27/2023

**Program:** 800MHZ

**Type of Request:** Supplement

**Revenue Change:**

**Expenditure Change:**

Balance Forward Operating

\$233,028 Capital Outlay

\$233,028

**Total:**

\$233,028

**Total:**

\$233,028

**Justification:**

Balance Forward for the 800 MHz Operating fund was projected at \$290,292 during the FY22-23 budget development. Upon completion of the FY21-22 financial statements, the actual balance forward is \$523,320, an increase of \$233,028. This increase is the result of additional savings from terminating unnecessary communications recurrent services, switching contracted maintenances to the division's staff and delays in the P25 radio sites upgrade project during FY21-22. Funding will be carried forward to continue supporting the P25 Project, approved by the Board of County Commissioners, in regular session on February 12, 2019, and awarded on July 31, 2019 as a multi-year project. The primary sources of funding for this program are the user fees and the revenues from the co-location licenses dedicated to the Public Safety Radio System. This fund is dedicated to maintain, operate and upgrade the 800 MHz Public Safety Radio System.

**Alternative:**

If this budget change request is not approved, the already awarded P25 multi-year project will be delayed.

**SAP Document Number:** **Approval:**

50016227

JJHAYES

MWWALLACE

Approved

Approved

03/24/2023

03/24/2023

*432 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 1380-E-911 Improvements

**Department:** Emergency Management Office

**Date:** 3/30/2023

**Program:** ENHANCED 911 ADMINISTRATION

**Type of Request:** Supplement

**Revenue Change:**

Balance Forward Operating

\$488,060 Operating Expenses

\$307,396

**Expenditure Change:**

Capital Outlay

\$180,664

**Total:** \$488,060

**Total:** \$488,060

**Justification:**

Balance Forward for the E-911 Improvement fund was projected at \$6,621,887 during the FY22-23 budget development. Upon completion of the FY21-22 financial statements, the actual balance forward is \$7,109,947, an increase of \$488,060. This increase is the result of additional revenue from the State of Florida 9-1-1 fund distribution and services, delays in the AT&T ESInet implementation projects in FY21-22, and additional revenues from new constructions. This budget request appropriates the additional balance forward to the ongoing AT&T ESInet implementation, and additional necessary training and tools for the 9-1-1 centers and Address Assignment personnel.

**Alternative:**

If this budget change request is not approve mandatory 911 upgrades and trainings will be delayed.

**SAP Document Number:**

50016182

**Approval:**

JJHAYES  
MVWALLACE

Approved  
Approved

03/19/2023  
03/20/2023

*M/W 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 3026-EOC Construction

**Department:** Emergency Management Office

**Date:** 3/30/2023

**Program:** EMERGENCY MANAGEMENT PROJECTS

**Type of Request:** Supplement

**Revenue Change:**

Transfers - General Revenue

**Expenditure Change:**

\$1,200,000 CIP

\$1,200,000

**Total:** \$1,200,000

**Total:** \$1,200,000

**Justification:**

This budget change requests allocates an additional \$1.2M in General Funds towards the on-going construction of the New Emergency Operations Center, to be utilized for the renting of an electrical switchgear until the purchased electrical switchgear unit arrives and to address the increased costs of interior finishes and furnishings. The electrical switchgear, which is an essential component to safely distributes main power from FPL throughout the building, has been delayed due to unusually long production lead times. If no action is taken, the project will be delayed for approximately 6 months. Finishes and furnishings have increased substantially from the initial project budget to the current procurement phase. These additional funds will ensure the project stays on schedule.

**Alternative:**

Without this budget change request, construction at the new Emergency Operations Center will be delayed beyond the 2024 Hurricane season.

**SAP Document Number:**

50016235

**Approval:**

JJHAYES  
MVWALLACE

Approved  
Approved

03/29/2023  
03/30/2023

*MW* 4/3/23

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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





# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 0001-General Revenue Fund - Incorporated

**Department:** General Government Operations

**Date:** 4/3/2023

**Program:** GENERAL GOVERNMENT OPERATIONS

**Type of Request:** Supplement

**Revenue Change:**

Transfers - General Revenue

(\$1,934,429)

Balance Forward Operating

\$4,137,105

**Expenditure Change:**

Transfers

Operating Expenses

Capital Outlay

\$2,122,676

\$30,000

\$50,000

**Total:** \$2,202,676

**Total:** \$2,202,676

**Justification:**

This budget change request recognizes \$4,137,105 of Balance Forward within General Government. This funding is being allocated to several critical needs including: Facilities capital projects and increased contract costs (\$1,351,260); additional dollars to EOC construction for furnishing and switch (\$1,200,000); funding to Parks and Recreation to complete budgeted projects (\$690,000); funding is being allocated to Court Facilities for increased contracted services as well as a court room study (\$232,676); increased funding for the Medical Examiner's Office for lab services and repair and maintenance (\$250,000); \$265,000 of additional general fund is going to the Sheriff's Office for their food contract. Additionally, funding is being allocated to reclassify paygrades within Veteran's Services (\$40,720), replace the generator at Sunrise Elementary per the sheltering MOU (\$50,000), more funding is going to indigent burials based on current expenditure trends (\$30,000) and Space Coast Government television is receiving partial funding for the addition of a position for web content (\$27,449).

**Alternative:**

If this budget change request is not approved, this Balance Forward will not be recognized or allocated to the above mentioned needs.

**SAP Document Number:**

50016245

**Approval:**

JJHAYES

Approved

04/03/2023

*JJH* 4/4/23

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



## Budget Change Request (Form BCC-114)

### Brevard County Budget Office

**Fund:** 0001-General Revenue Fund - Incorporated

**Department:** Housing and Human Services Department

**Date:** 3/30/2023

**Program:** VETERANS' SERVICES

**Type of Request:** Supplement

**Revenue Change:**

Transfers - General Revenue

**Expenditure Change:**

\$40,720 Compensation and Benefits

\$40,720

**Total:** \$40,720

**Total:** \$40,720

**Justification:**

This budget change request is to allocate additional funding in the amount of \$40,720 to salaries and benefits for select positions in the veteran service office through a transfer from the General Fund. This request would reclassify their positions from Counselor IIs (Pay grade 7200) to Staff Specialist IVs (Pay grade 8140) and increase their salaries to be more in line with their counterparts in comparable Counties. The Veteran Services Manager would be reclassified from a Management Specialist III (Pay grade 8150) to a Staff Specialist V (Pay grade) 8160, which is commensurate with other Managers in the County with similar spans of control.

**Alternative:**

Should this budget change request not be approved, budget will be insufficient to fund the salary changes for the requested increase.

**SAP Document Number:**

50016202

**Approval:**

IJGOLDEN

Approved

03/14/2023

JRMORRIS

Approved

03/16/2023

JJHAYES

Approved

03/18/2023

JPLIESENFELT

Approved

03/29/2023

*Jan 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



## Budget Change Request (Form BCC-114)

### Brevard County Budget Office

**Fund:** 0001-Genera Revenue Fund - Incorporated

**Department:** Human Resources Office

**Date:** 3/30/2023

**Program:** PERSONNEL TECHNICAL SERVICES

**Type of Request:** Supplement

**Revenue Change:**

Balance Forward Capital

**Expenditure Change:**

\$49,077 Operating Expenses

\$49,077

**Total:** \$49,077

**Total:** \$49,077

**Justification:**

The purpose of this Budget Change Request is to recognize funds being carried-forward in the Human Resources Educational Reimbursement program. On 3/22/22, the Board approved allocating \$60,000 into the Human Resources Office budget for staff education and/or training for skills within the department. Due to education reimbursements requiring proof of completion of training and course work, there was a remaining balance of \$49,077 at the end of Fiscal Year 2021-2022, which is being carried-forward in Fiscal Year 2022-2023 for this program.

**Alternative:**

If the budget change is not approved, the Human Resources Office would not have funds available to comply with the Board's 3/23/22 directive.

**SAP Document Number:**

50016163

**Approval:**

GXVISCO

Approved

03/07/2023

JJHAYES

Approved

03/09/2023

JJHAYES

Approved

03/09/2023

*YBC 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 5011-Communications

**Department:** Information Technology Department

**Date:** 3/9/2023

**Program:** INFORMATION SYSTEMS

**Type of Request:** Supplement

**Revenue Change:**

Balance Forward Operating

**Expenditure Change:**

\$756,055 Capital Outlay

\$331,055

Operating Expenses

\$425,000

**Total:** \$756,055

**Total:** \$756,055

**Justification:**

Balance forward for the Information Technology fund was projected at \$417,981 during FY22-23 budget development, however the actual balance forward is \$1,174,036, an increase of \$756,055. This increase is primarily due to vacancies within the department as well as decreased expenses associated with the transition of countywide communication services. These funds are being allocated to upcoming IT requirements, primarily for the new EOC Building, including servers, storage, switches and their associated maintenance.

**Alternative:**

If this request is not approved, funding will be carried-forward into Fiscal Year 2023-2024, which could delay the installation of equipment due to long lead times.

**SAP Document Number:**

50016168

**Approval:**

JAMCKNIGHT

JRMORRIS

JJHAYES

Approved

Approved

Approved

03/08/2023

03/08/2023

03/09/2023

*Ysa 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 1070-Library Services

**Department:** Library Services Department

**Date:** 3/24/2023

**Program:** LIBRARY PUBLIC SERVICES

**Type of Request:** Supplement

**Revenue Change:**

Balance Forward Operating

\$120,000 Operating Expenses

\$50,000

**Expenditure Change:**

CIP

\$70,000

**Total:** \$120,000

**Total:** \$120,000

**Justification:**

Balance Forward for Library Services Fund 1070 FY 22-23 is higher than anticipated due to delays in CIP projects and adjustments in capital costs. This Budget Change Request appropriates \$120,000 of the unbudgeted Balance Forward to the following: \$50,000 for an increase in operating costs for security guards at three libraries. This increased cost is based on a new contract awarded through the RFP process for three County departments; \$70,000 for additional construction costs needed to address the envelope of the building for repairs and painting at the Cocoa Beach Library.

**Alternative:**

If this Budget Change Request is not approved, budget will not be aligned properly to account for increased security expenditures. Construction projects may delayed further until funds are available, which could result in additional decay and or damage, and increased costs based on the costs of materials and labor.

**SAP Document Number:**

50016170

**Approval:**

WJBOST

Approved

03/09/2023

CLROLLYSON

Approved

03/13/2023

JJHAYES

Approved

03/18/2023

JPLIESENFELT

Approved

03/24/2023

*Y36 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



## Budget Change Request (Form BCC-114)

### Brevard County Budget Office

**Fund:** 4800-Melbourne-Tillman Water Control District

**Department:** General Government Operations

**Date:** 3/30/2023

**Program:** MELBOURNE-TILLMAN WATER CONTROL DISTRICT

**Type of Request:** Supplement

**Revenue Change:**

Intergovernmental

Balance Forward Operating

**Expenditure Change:**

\$141,169 Capital Outlay

\$414,710 Operating Expenses

\$521,533

\$34,346

**Total:** \$555,879

**Total:** \$555,879

**Justification:**

This budget change request is to recognize \$414,710 in Balance Forward, and \$141,169 in grant revenue from the Save Our Indian River Lagoon (SOIRL) program. \$380,364 of the Balance forward is being recognized to purchase capital equipment that was ordered in Fiscal Year 21-22 but was not received until Fiscal Year 22-23 due to a vendor delay. The remaining \$34,346 of the balance forward is being utilized for a major repair to an excavator that was not completed in the prior Fiscal Year. The \$141,169 of grant funding from SOIRL is being recognized for the purchase of a mid-sized excavator in accordance with the SOIRL cost-share funding interlocal agreement for mechanical aquatic vegetation harvesting.

**Alternative:**

Without this budget change request, the Melbourne Tillman Water Control district will not have funds available for capital purchases that were made last year but received in the current year.

**SAP Document Number:**

50016236

**Approval:**

JJHAYES

Approved

03/30/2023

*Jba 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



## Budget Change Request (Form BCC-114)

### Brevard County Budget Office

**Fund:** 1090-Mosquito Control - Local

**Department:** Mosquito Control Department

**Date:** 3/30/2023

**Program:** COUNTYWIDE MOSQUITO CONTROL

**Type of Request:** Supplement

**Revenue Change:**

Balance Forward Operating

**Expenditure Change:**

\$373,287 Operating Expenses

\$373,287

**Total:** \$373,287

**Total:** \$373,287

**Justification:**

This budget change request is to recognize unbudgeted balance forward (\$373,287) in the Mosquito Control Countywide Fund. These funds are being allocated to: replenish the Pesticide Chemical budget (\$158,450); Rental Equipment for repairs to mosquito impoundments that were damaged in Hurricanes Ian and Nicole (\$28,000 seeking FEMA reimbursements); Road Materials for stabilized shell to repair mosquito impoundments damaged by Hurricanes Ian and Nicole (\$26,809 seeking FEMA reimbursements); Contracted Aerial Drone larvicide chemical treatments (\$25,500); Repairs to two helicopters (\$80,000); Aerial adulticide treatments (\$54,528).

**Alternative:**

This Budget Change Request is needed for Mosquito Control to address impoundment repairs, aircraft maintenance, and mosquito treatments in the most efficient and logical manner. If this request is not approved, Mosquito Control will focus department resources on our highest priorities for the remaining fiscal year, such as repairing only the most severe hurricane-damaged impoundment areas and addressing county areas with the highest mosquito population and disease risk, primarily with truck spraying.

**SAP Document Number:**

50016200

**Approval:**

RSMAGINNIS

Approved

03/13/2023

JFAELLA

Approved

03/13/2023

JRMORRIS

Approved

03/17/2023

JJHAYES

Approved

03/18/2023

JDENNINGHOFF

Approved

03/19/2023

*Yda 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 0016-Central Parks

**Department:** Parks and Recreation Department

**Date:** 3/30/2023

**Program:** CENTRAL PARK OPERATIONS

**Type of Request:** Supplement

**Revenue Change:**

**Expenditure Change:**

Transfers - General Revenue

\$160,000 CIP

\$160,000

**Total:** \$160,000

**Total:** \$160,000

**Justification:**

This budget change request is to recognize General Funds to complete the following projects; \$60,000 for a shade structure at McKnight Park and \$100,000 to replace fencing at Kiwanis Island Park. General Funds are being allocated to offset the Balance Forward shortfall in Central Area Park so that projects budgeted in Fiscal Year 2023 can be scheduled and completed as approved by the Board. The shortfall was due to increased costs for the following project completed in the current fiscal year: Capital Equipment, \$104,631; McLarty Park Field Renovations, \$35,959; McKnight Field Lighting, \$27,555, unanticipated repairs for fencing at Mitchell Ellington Park, Joe Lee Smith Park, and F. Burton Smith Park, \$79,300; Football Goal Replacements at Mitchell Ellington Park, Stradley Park, and McKnight Park, \$23,373; McKnight Park Athletic Field Irrigation and Sodding, \$75,577; Cocoa West Basketball Court Resurfacing, \$22,290; and Bourbeau Park Drain Field, \$13,565.

**Alternative:**

If this budget change is not approved, these projects will be postponed to the following year.

**SAP Document Number:**

50016197

**Approval:**

MEDONNER

Approved

03/10/2023

CLROLLYSON

Approved

03/14/2023

JJHAYES

Approved

03/18/2023

JPLIESENFELT

Approved

03/24/2023

*Y3a 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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





**Budget Change Request (Form BCC-114)**  
**Brevard County Budget Office**

**Fund:** 1010-North Parks

**Department:** Parks and Recreation Department

**Date:** 3/24/2023

**Program:** NORTH AREA PARK OPERATIONS

**Type of Request:** Supplement

**Revenue Change:**

Balance Forward Restricted

(\$735,780) CIP

(\$155,480)

Balance Forward Operating

(\$17,625) Capital Outlay

(\$50,300)

Transfers - General Revenue

\$530,000 Operating Expenses

(\$17,625)

**Total:** (\$223,405)

**Total:** (\$223,405)

**Justification:**

This budget change request is to recognize a decrease in North Area Parks fund balance, which is the result of spending more than anticipated on contracted services and roadway repairs. General Funds are being allocated to offset the Balance Forward shortfall so that projects budgeted in Fiscal Year 2023 can be scheduled and completed as approved by the Board.

**Alternative:**

If this budget change is not approved, balance forward cannot be recognized and projects will be postponed to next year.

**SAP Document Number:**

50016195

**Approval:**

MEDONNER

Approved

03/10/2023

CLROLLYSON

Approved

03/14/2023

JJHAYES

Approved

03/18/2023

JPLIESENFELT

Approved

03/24/2023

*Yga 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 1019-Parks South Area Operations

**Department:** Parks and Recreation Department

**Date:** 3/30/2023

**Program:** SOUTH AREA PARK OPERATIONS

**Type of Request:** Supplement

**Revenue Change:**

Balance Forward Operating

Balance Forward Restricted

**Expenditure Change:**

\$5,700 Operating Expenses

\$232,128 CIP

\$10,000

\$227,828

**Total:** \$237,828

**Total:** \$237,828

**Justification:**

This budget change request is to recognize and allocate an increase of \$237,828 in balance forward for the South Area Parks Operating fund. This increase was due to collecting more revenue than anticipated in Fiscal Year 2022. This request appropriates additional balance forward to the redesign of Canova Park crossover, \$183,232, which was severely damaged during Hurricane Nicole. This expense is expected to be reimbursed through the FEMA process in a subsequent budget cycle. Additionally, an increase in funding for installation of pavilions at Seagull Park \$34,596, complete the repair of the Ponce deLeon Park crossover \$10,000, and increase funds available for operating supplies, \$10,000, used for monthly outdoor concerts at Wickham Park and South Mainland Park.

**Alternative:**

If this budget change is not approved, balance forward cannot be recognized and the balance forward funds will be understated.

**SAP Document Number:**

50016196

**Approval:**

MEDONNER

CLROLLYSON

JJHAYES

JPLIESENFELT

Approved

Approved

Approved

Approved

03/10/2023

03/14/2023

03/18/2023

03/24/2023

*Yza 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 0001-General Revenue Fund - Incorporated

**Department:** Public Safety Services Office

**Date:** 3/20/2023

**Program:** MEDICAL EXAMINER'S OFFICE

**Type of Request:** Supplement

**Revenue Change:**

Transfers - General Revenue

**Expenditure Change:**

\$250,000 Operating Expenses

\$250,000

**Total:** \$250,000

**Total:** \$250,000

**Justification:**

This budget change requests \$250K additional general fund transfer to the Medical Examiner's Office to cover increased costs for Laboratory/Toxicology Services (\$220,000), and unplanned facility costs (\$30,000). Laboratory/Toxicology Services: Over the last two years, there has been a significant increase in lab service costs due to COVID. The medical career field has seen 40-50% increase in costs due to the number of healthcare providers leaving the career field, the increased demand on lab services, and logistical/supply chain issues creating inflated costs of laboratory materials needed to test. In overall determination of cause and manner of death, lab/tox services is the single most important data point for a medical examiner conclusion. The Brevard County Medical Examiner's building is 37 years old and requires frequent maintenance. This BCR includes funds for exterior bay/intake door replacement (oversize garage door that must be moisture tolerant/refrigerator grade), replacement of an in-ground weight scale used for new cases, replacement/rebuilding of an internal body lift system, and alarm/building security systems to help secure the facility after hours.

**Alternative:**

If this Budget Change Request is not approved, there will not be adequate funding in operating to provide for the lab services, and facility maintenance.

**SAP Document Number:**

50016211

**Approval:**

CLROLLYSON

Approved

03/17/2023

CLROLLYSON

Approved

03/17/2023

JJHAYES

Approved

03/20/2023

MWALLACE

Approved

03/20/2023

*YB 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 0001-Genera Revenue Fund - Incorporated

**Department:** Public Works Department

**Date:** 3/20/2023

**Program:** FACILITIES MANAGEMENT

**Type of Request:** Supplement

**Revenue Change:**

**Expenditure Change:**

Balance Forward Restricted

\$2,061,157 CIP

\$2,061,157

**Total:** \$2,061,157

**Total:** \$2,061,157

**Justification:**

Balance Forward for Facilities Management was projected at \$4,056,776 during budget development of the FY2022-2023 budget. Upon completion of financial statements, the actual balance forward is \$6,567,933, which is an increase of \$2,061,157. This increase is a result of project savings from completed projects, as well as, projects not progressing as anticipated. This budget request aligns balance forward funds to Capital Renovations to allow project progression and completion in FY23. Funds are to be aligned to the following projects:BCDC Women's Annex Stucco- \$3,000; HTCH Secondary Chilled water pump replacement- \$100,000; BCDC Kitchen Kettle &

Water treatment- \$538,000; MJC Café Renovation project- \$150,000; Tax Collector Server Room- \$30,000; BCDC Replace 500 POD HVAC- \$537,657; TJMills Roof Replacement- \$50,000; CSC-MI Repair Stormwater system- \$100,000; MJC Upgrade Video Security System- \$452,500; BCGC-V, Bldg E Install emergency radio system- \$100,000

**Alternative:**

If this budget change request is not approved, funds will not be available to complete these projects and infrastructure will continue to deteriorate causing futher damage, resulting in higher repair costs.

**SAP Document Number:**

50016205

**Approval:**

LXROAN

Approved

03/15/2023

TMTHOMAS

Approved

03/15/2023

MEBERNATH

Approved

03/16/2023

JJHAYES

Approved

03/18/2023

JDENNINGHOFF

Approved

03/19/2023

*Yga 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 0001-General Revenue Fund - Incorporated

**Department:** Public Works Department

**Date:** 3/30/2023

**Program:** FACILITIES MANAGEMENT

**Type of Request:** Supplement

**Revenue Change:**

Transfers - General Revenue

\$1,351,260 Operating Expenses

\$236,260

CIP

\$1,115,000

**Total:** \$1,351,260

**Total:** \$1,351,260

**Justification:**

This budget change request is to allocate additional General Funds to Facilities for critical projects and service contracts. The projects were budgeted in FY23, however, became urgent due to unanticipated premature systems failures, causing safety issues. Additional funds are required due to increasing and unpredictable costs of goods and services and extremely long lead-times for projects. Additionally, service contracts procured through the RFP process have been awarded at a higher cost than anticipated. Funding will be aligned to the following projects and contracts: Janitorial services, \$114,260; Security services, \$10,000; HVAC agreement, \$100,000; Brevard County Detention Center (BCDC) rooftop HVAC unit replacement, \$250,000; BCDC Muffin Monster, \$75,000; BCDC Kitchen mold restoration, \$180,000; Historic Titusville Court House (HTCH) elevator, \$30,000; Brevard County Government Center (BCGC) Viera Cooling tower replacement project, \$350,000; BCGC Viera air handler unit replacement project, \$30,000; BCGC Viera BuildingD emergency portable HVAC unit installation, \$12,000; Supervisor of Elections HVAC replacement at the John Rhodes Warehouse, \$200,000 which is needed due to premature failure of existing units which could damage voting machines.

**Alternative:**

If this budget change request is not approved, funds will not be available to complete these projects and infrastructure will continue to deteriorate causing further damage, resulting in higher repair costs. In addition, the department will not have the capacity to execute essential service contracts.

**SAP Document Number:**

50016242

**Approval:**

TMTHOMAS

Approved

03/29/2023

MEBERNATH

Approved

03/29/2023

JJHAYES

Approved

03/29/2023

JDENNINGHOFF

Approved

03/30/2023

*YBC 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 1170-Constitutional Gas Tax (5th & 6th Cent)

**Department:** Public Works Department

**Date:** 3/20/2023

**Program:** ROAD CONSTRUCTION SERVICES

**Type of Request:** Supplement

**Revenue Change:**

**Expenditure Change:**

Balance Forward Restricted

\$74,633 CIP

\$74,633

**Total:**

\$74,633

**Total:**

\$74,633

**Justification:**

Balance Forward for the Constitutional Gas Tax (CGT) was projected at \$11,620,330 during budget development of the FY 2022-2023 budget. Upon completion of FY21-22 financial statements, the actual balance forward of \$11,694,963 is needed for project completion for SR524 and Friday Road project which is an increase of \$74,633. This increase was due to the design not being completed as anticipated in the amount of \$34,686. Additionally, due to an increase in construction costs, a portion of the balance forward associated with constitutional gas tax revenue trending higher than anticipated will be recognized to offset the increase in construction costs of \$39,947 to allow project progression with the anticipated construction completion FY23.

**Alternative:**

If this budget change request is not approved, funds will not be available to complete the SR 524 and Friday Rd project.

**SAP Document Number:**

50016191

**Approval:**

TMTHOMAS

Approved

03/10/2023

MEBERNATH

Approved

03/10/2023

JJHAYES

Approved

03/20/2023

JDENNINGHOFF

Approved

03/20/2023

*YJC 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 0002-General Revenue Fund - Unincorporated

**Department:** SCGTV/Communications Office

**Date:** 3/20/2023

**Program:** SCGTV/COMMUNICATIONS

**Type of Request:** Supplement

**Revenue Change:**

Charges for Services

Statutory Reduction

Transfers - General Revenue

\$54,157

(\$2,708)

\$27,449

**Expenditure Change:**

Operating Expenses

Compensation and Benefits

\$24,372

\$54,526

**Total:** \$78,898

**Total:** \$78,898

**Justification:**

This budget change request is to establish the budget for the new Web Content and Public Notifications Specialist position as well as the software used for legal advertisements on the County website. 50% of this new position will be funded through Charges for Services for advertising legal notices on the County Website for other departments and agencies while the remaining 50% will be funded through the General Fund.

**Alternative:**

Without this budget change request, funding for the new Web Content and Public Notifications Specialist position and the corresponding software will not be represented in the budget.

**SAP Document Number:**

50016212

**Approval:**

JJHAYES

Approved

03/18/2023

*MJC 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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

**Budget Change Request (Form BCC-114)****Brevard County Budget Office****Fund:** 0001-Genera Revenue Fund - Incorporated**Department:** Sheriff for BCRA use only**Date:** 4/3/2023**Program:** SHERIFFS OFFICE**Type of Request:** Supplement**Revenue Change:**

Balance Forward Operating

(\$3,148,170) Transfers

(\$2,883,170)

Intergovernmental

\$143,073 Operating Expenses

\$192,710

Statutory Reduction

(\$10,143)

Miscellaneous

\$59,780

Transfers - General Revenue

\$265,000

**Expenditure Change:****Total:** (\$2,690,460)**Total:** (\$2,690,460)**Justification:**

This budget change request adjusts the Sheriff's Office CARES Tier 2 funding based on spending in the prior year. It also recognizes the VOCA-2022-923 grant award for victim advocate services which will go towards funding four victims advocates and necessary supplies and training. This budget change request acknowledges receipt of funds from the Office of the Attorney General for the Sheriff's Office share of the Automotive Parts Antitrust Litigation settlement which will fund the purchase of one vehicle. Finally, this budget change request includes an additional \$265,000 of General Fund dollars to cover an increase in the Inmate Food Services Contract for FY2023 due to the timing of the final negotiated contract in relation to budget development.

**Alternative:**

If this budget change request is not approved, these funds will not be recognized and the CARES Tier 2 funding will not be adjusted accordingly.

**SAP Document Number:** Approval:

50016244

JJHAYES

Approved

04/03/2023

*Ysa 4/4/23*APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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





## Budget Change Request (Form BCC-114)

### Brevard County Budget Office

**Fund:** 0001-Genera Revenue Fund - Incorporated

**Department:** Sheriff for BCRA use only

**Date:** 3/20/2023

**Program:** SHERIFFS OFFICE

**Type of Request:** Supplement

**Revenue Change:**

Intergovernmental

Statutory Reduction

**Expenditure Change:**

\$67,984 Capital Outlay

(\$3,399)

\$64,585

**Total:** \$64,585

**Total:** \$64,585

**Justification:**

This budget change request recognizes the State Criminal Alien Assistance Program (SCAAP) funds, which will be used to purchase necessary capital at the jail.

**Alternative:**

The County and Sheriffs Office books will not match.

**SAP Document Number:**

50016210

**Approval:**

JJHAYES

Approved

03/20/2023

*YJC 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



## Budget Change Request (Form BCC-114)

### Brevard County Budget Office

**Fund:** 1410-Law Enforcement MSTU

**Department:** Sheriff for BCRA use only

**Date:** 3/20/2023

**Program:** SHERIFFS OFFICE

**Type of Request:** Supplement

**Revenue Change:**

Balance Forward Operating

**Expenditure Change:**

\$384,661 Capital Outlay

\$384,661

**Total:** \$384,661

**Total:** \$384,661

**Justification:**

Balance forward for the Law Enforcement MSTU fund was projected to have a balance forward of \$3,129,884 during the FY22-23 budget development. Upon completion of FY21-22 financial statements, the actual balance forward is \$3,514,545 an increase of \$384,661. This increase is the result of spending less than anticipated in salaries and benefits due to vacancies. This budget request appropriates additional balance forward to purchase vehicles.

**Alternative:**

The County and Sheriff's Office budgets will not match.

**SAP Document Number:**

50016209

**Approval:**

JJHAYES

Approved

03/20/2023

*MJH 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



## Budget Change Request (Form BCC-114)

### Brevard County Budget Office

**Fund:** 1410-Law Enforcement MSTU

**Department:** Sheriff for BCRA use only

**Date:** 3/30/2023

**Program:** SHERIFFS OFFICE

**Type of Request:** Amendment

**Revenue Change:**

Charges for Services

Statutory Reduction

**Expenditure Change:**

\$263,158 Operating Expenses

(\$13,158)

\$250,000

**Total:** \$250,000

**Total:** \$250,000

**Justification:**

This budget change request recognizes funding from the Town of Melbourne Village for law enforcement services provided. These funds will be used to help fund two deputies assigned to West Precinct.

**Alternative:**

The County and BCSO books will not match.

**SAP Document Number:**

50016239

**Approval:**

JJHAYES

Approved

03/29/2023

*Y3L 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 1416-Inmate Commissary/Welfare

**Department:** Sheriff for BCRA use only

**Date:** 3/20/2023

**Program:** SHERIFFS OFFICE

**Type of Request:** Supplement

**Revenue Change:**

Balance Forward Operating

**Expenditure Change:**

\$598,527 Capital Outlay

\$598,527

**Total:** \$598,527

**Total:** \$598,527

**Justification:**

This budget change request is to purchase three enhanced body scanners for the jail increasing security while decreasing exposure to contraband and radiation for the inmates. Additionally, a sewing machine and speaker system will be replaced utilizing Inmate Welfare Fund Balance. No additional General Funds are being requested.

**Alternative:**

The County and Sheriff's Office budget will not match.

**SAP Document Number:**

50016208

**Approval:**

JJHAYES

Approved

03/20/2023

*YJA 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 4010-Solid Waste Mgmt Dept O&M

**Department:** Solid Waste Department

**Date:** 3/13/2023

**Program:** DISPOSAL

**Type of Request:** Supplement

### Revenue Change:

Balance Forward Operating

Miscellaneous

Statutory Reduction

### Expenditure Change:

\$1,467,020 Operating Expenses

\$768,963 Capital Outlay

(\$38,448)

\$118,000

\$2,079,535

**Total:** \$2,197,535

**Total:** \$2,197,535

### Justification:

This budget change request is to recognize unbudgeted balance forward (\$1,467,020) and insurance proceeds (\$730,515 for a Compactor that caught fire in November 2022) in the Solid Waste Management Disposal Operating Fund. Balance forward was more than anticipated due primarily to employee vacancies (Transfer Drivers, Floor Handlers, Heavy Equipment Operators, Engineer, and Assistant Director, \$959,431) as well as long-lead times associated with capital equipment purchases ordered in FY2021-2022 (\$507,589). These funds are being allocated to: Replacement Compactor that caught fire in November 2022, \$1,438,026; 2 front-end loaders \$633,338; floor scrubber \$8,171; 3 lift station pumps \$50,000; tipping floor repairs \$68,000; insurance proceeds \$768,963 and statutory reduction \$38,448.

### Alternative:

If this budget change request is not approved, capital equipment purchases will be delayed until Fiscal Year 2023-2024.

### SAP Document Number:

50016174

### Approval:

TJMULLIGAN

JRMORRIS

JJHAYES

JDENNINGHOFF

Approved

Approved

Approved

Approved

03/09/2023

03/09/2023

03/09/2023

03/10/2023

*Mgc 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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

**Budget Change Request (Form BCC-114)****Brevard County Budget Office****Fund:** 1441-Tourism - Promotional/Advertising**Department:** Tourism Development Office**Date:** 4/3/2023**Program:** TOURISM DEVELOPMENT**Type of Request:** Supplement**Revenue Change:**

Taxes \$900,000  
Statutory Reduction (\$45,000)  
Balance Forward Operating \$2,851,730  
Transfers - Other \$275,096

**Expenditure Change:**

Transfers \$27,000  
Operating Expenses \$3,954,826

**Total:** \$3,981,826**Total:** \$3,981,826**Justification:**

Due to favorable market conditions, including post-COVID consumers' desire to travel, strong marketing efforts, and significant growth in hotel room inventory, Tourist Development Tax (TDT) collections are higher than anticipated in Fiscal Years 2022 and 2023, resulting in unbudgeted Balance Forward, and also requiring a \$3 million increase in the FY 2022-2023 Tourist Development Tax revenue from \$19 million to \$22 million.

Balance Forward for the Tourism Promotional/Advertising fund was projected at \$1,728,780. The actual balance forward is \$4,580,510, an increase of \$2,851,730. Article III TDT, Sec. 102-119, specifies that at least 25% of the first two cents; after \$350,000 the remaining of the 4th cent; and 100% of the fifth cent be spent "to promote and advertise county tourism in the state, nationally and internationally". The incremental funds will be spent as follows: \$150K on additional billboards, \$100K on signage at Orlando International Airport, \$61K on Fall Campaign expenses, \$314K on Spring Campaign expenses, \$1.35M on Late Summer Campaign expenses, \$200K for a Canada effort with Visit Orlando, \$25K on research, \$100K on the Melbourne Airport Welcome Center signage, and the remaining \$551,730 being held for any late Summer Campaign needs.

**Alternative:**

Balance forward and additional Tourist Development Tax revenue will not be recognized within the Advertising fund and associated expense budgets will be understated. Summer media campaign would need to be curtailed.

**SAP Document Number:**

50016187

**Approval:**

PFCRANIS  
CLROLLYSON  
JJHAYES  
JPLIESENFELT

Approved  
Approved  
Approved  
Approved

03/10/2023  
03/14/2023  
03/18/2023  
03/29/2023

*Y32 4/4/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 1442-Tourism - Beach Improvements

**Department:** Tourism Development Office

**Date:** 3/29/2023

**Program:** TOURISM DEVELOPMENT

**Type of Request:** Supplement

**Revenue Change:**

Taxes

\$750,000

Miscellaneous

\$71,000

Statutory Reduction

(\$41,050)

Balance Forward Operating

\$5,610,477

**Expenditure Change:**

Transfers

\$22,500

Operating Expenses

\$6,367,927

**Total:** \$6,390,427

**Total:** \$6,390,427

**Justification:**

Due to favorable market conditions, including post-COVID consumers' desire to travel, strong marketing efforts, and significant growth in hotel room inventory, Tourist Development Tax (TDT) collections are higher than anticipated in Fiscal Years 2022 and 2023, resulting in unbudgeted Balance Forward, and also requiring a \$3 million increase in the FY 2022-2023 Tourist Development Tax revenue from \$19 million to \$22 million.

Balance Forward for the Tourism Beach Improvement fund 1442 was projected at \$15,507,554 during FY 2022-23 budget development process. Upon completion of the annual audit and reconciliation of the financial statements, the actual balance forward is \$21,118,031 which is an increase in Balance Forward of \$5,610,477. This increase was partially a result of receiving State DEP Hurricane Dorian reimbursements earlier than planned in FY 2021-22.

**Alternative:**

Balance forward and increased TDT revenue will not be recognized in fund 1442 and associated expense budgets and reserves will be understated. Post-Ian and Nicole storm related beach erosion projects would need to be curtailed and the Army Corp Mid-Reach beach improvement project cost share would not be met.

**SAP Document Number:**

50016188

**Approval:**

PFCRANIS

Approved

03/10/2023

CLROLLYSON

Approved

03/14/2023

JJHAYES

Approved

03/18/2023

JPLIESENFELT

Approved

03/29/2023

*MZA 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 0001-Genera Revenue Fund - Incorporated

**Department:** UF/Brevard County Extension Services Off

**Date:** 3/30/2023

**Program:** AG EXTENSION SERVICES PROGRAM

**Type of Request:** Supplement

**Revenue Change:**

**Expenditure Change:**

Balance Forward Operating

\$64,895 CIP

\$64,895

**Total:** \$64,895

**Total:** \$64,895

**Justification:**

This budget request is necessary to recognize carry-forward associated with repairs needed at the Extension Office's parking lot. Public Works did not complete these repairs in Fiscal Year 2021-2022 as anticipated, so the funding is needed in the current fiscal year. Roots under the asphalt are surfacing, causing the asphalt to be uneven and unstable, leading to potentially hazardous conditions for patrons. In addition, areas of the parking lot have settled into large birdbaths that hold water for days after it rains, leading to further degradation of the asphalt. This capital project will be completed within this budget year.

**Alternative:**

Without this budget change request, there will be insufficient funding to proceed with repairs at the Extension Office's parking lot project.

**SAP Document Number:**

50016167

**Approval:**

JJHAYES

JPLIESENFELT

Approved

Approved

03/09/2023

03/20/2023

*Y3a 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



**Budget Change Request (Form BCC-114)****Brevard County Budget Office****Fund:** 4150-Water Resources O&M**Department:** Utility Services Department**Date:** 4/27/2023**Program:** COUNTY WATER AND WASTEWATER**Type of Request:** Supplement**Revenue Change:****Expenditure Change:**

Transfers - Other	(\$731,412)	Operating Expenses	\$7,780,000
Balance Forward Operating	\$7,780,000		
Balance Forward Restricted	\$731,412		

<b>Total:</b>	\$7,780,000	<b>Total:</b>	\$7,780,000
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**Justification:**

Balance Forward for the Utility Services Countywide System Operating fund is higher than anticipated due to supply chain issues and long lead times for repair and services expenditures. This budget request appropriates \$7,780,000 to the plants for repair and maintenance and a transfer (companion BCR 50016275) from this fund to the Water Resources CIP fund for \$731,412. The funds will be used for lift station, lining, tank cleaning, manholes and plant repairs. The transfer will fund the engineering construction support services for the following projects: Mims Plant Mixing Improvements project \$70,000, South Beaches Biosolids Dewatering System \$200,000, South Central Wickham Road and I-95 Force Main Improvements \$100,000, and West Cocoa WTP Improvements \$361,412.

**Alternative:**

If this budget change request is not approved, maintenance and project engineering will be delayed.

**SAP Document Number:**

50016276

**Approval:**

ESWANKE

Approved

04/26/2023

EGFONTANIN

Approved

04/26/2023

CLROLLYSON

Approved

04/26/2023

JJHAYES

Approved

04/26/2023

JDENNINGHOFF

Approved

04/27/2023

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

*7. Calabrese 7/28/23*

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

Rachel Sadoff, Clerk

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



## Budget Change Request (Form BCC-114)

### Brevard County Budget Office

**Fund:** 4153-Water Res Capital Improvement Program

**Department:** Utility Services Department

**Date:** 4/27/2023

**Program:** COUNTY CAPITAL

**Type of Request:** Supplement

**Revenue Change:**

Transfers - Other

**Expenditure Change:**

\$731,412 CIP

\$731,412

**Total:** \$731,412

**Total:** \$731,412

**Justification:**

The Balance Forward for the Utility Services Countywide System Operating Fund is transferring \$731,412 (companion BCR 50016276) to the Water Resources CIP fund. This increase will fund the engineering construction support services for the following projects: Mims Plant Mixing Improvements project \$70,000, South Beaches Biosolids Dewatering System \$200,000, South Central Wickham Road and I-95 Force Main Improvements \$100,000, West Cocoa WTP Improvements Phase 1 \$236,012 and West Cocoa WTP Improvements Phase 2 \$125,400.

**Alternative:**

If this budget change request is not approved, there will not be sufficient funding budgeted for these projects to be performed resulting in degraded infrastructure and increased system failures in the future.

**SAP Document Number:**

50016275

**Approval:**

ESWANKE

Approved

04/26/2023

EGFONTANIN

Approved

04/26/2023

CLROLLYSON

Approved

04/26/2023

JJHAYES

Approved

04/26/2023

JDENNINGHOFF

Approved

04/27/2023

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

*J. Alchato 4/27/23*

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

**Fund:** 4250-Water Resources/Barefoot Bay Utilities

**Department:** Utility Services Department

**Date:** 3/30/2023

**Program:** BAREFOOT BAY WATER AND WASTEWATER

**Type of Request:** Supplement

### Revenue Change:

Transfers - Other

Balance Forward Operating

Balance Forward Restricted

### Expenditure Change:

(\$336,000) Capital Outlay

\$460,000 Operating Expenses

\$396,200 CIP

\$6,200

\$460,000

\$54,000

**Total:** \$520,200

**Total:** \$520,200

### Justification:

Balance Forward for the Barefoot Bay Operating fund is higher than anticipated due to supply chain issues and long lead times for repair and services expenditures. This funding is allocated to the Barefoot Bay Operating fund in the amount of \$856,200. Of the total, \$450,000 is for the replacement of residential water meters, a \$336,000 transfer (companion BCR 50016172) from this fund to the Barefoot Bay Construction Fund for projects, \$54,000 for two projects that weren't completed last fiscal year, and \$16,200 for billing office security and safes that are needed.

### Alternative:

If this budget change request is not approved, the projects will be delayed.

### SAP Document Number:

50016173

### Approval:

ESWANKE

EGFONTANIN

CLROLLYSON

JJHAYES

JDENNINGHOFF

Approved

Approved

Approved

Approved

Approved

03/09/2023

03/10/2023

03/14/2023

03/18/2023

03/19/2023

*432 4/3/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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



# Budget Change Request (Form BCC-114)

## Brevard County Budget Office

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

**Department:** Utility Services Department

**Date:** 3/20/2023

**Program:** BAREFOOT BAY WATER AND WASTEWATER

**Type of Request:** Supplement

**Revenue Change:**

Transfers - Other

**Expenditure Change:**

\$336,000 CIP

\$336,000

**Total:** \$336,000

**Total:** \$336,000

**Justification:**

A portion of the Balance Forward for the Barefoot Bay Operating fund is being used to fund a transfer of 336,000 to the Barefoot Bay Construction fund (companion BCR 50016173). The Plant Equalization Basin Improvements project needs \$100,000 and the Booster Pump Station project \$40,000 due to escalating costs. The Center Drive Replacement project needs \$196,000 due to the failing center drive unit that can no longer be repaired.

**Alternative:**

If this budget change request is not approved, the projects will be delayed threatening proper overall plant processes.

**SAP Document Number:**

50016172

**Approval:**

ESWANKE

Approved

03/09/2023

EGFONTANIN

Approved

03/10/2023

CLROLLYSON

Approved

03/14/2023

JJHAYES

Approved

03/18/2023

JDENNINGHOFF

Approved

03/19/2023

*YBC 3/30/23*

APPROVED IN REGULAR SESSION  
BOARD OF COUNTY COMMISSIONERS

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

Rachel Sadoff, Clerk

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

# NOTICE OF PUBLIC HEARING SUPPLEMENTING FY 2022-2023 BREVARD COUNTY BUDGET

The Brevard County Board of County Commissioners will consider supplements to the FY 2022-2023 County budget at its regular board meeting to be held on

Tuesday, May 9, 2023

5:00 PM

at

the Commission Meeting Room of the Brevard County Government Center  
2725 Judge Fran Jamieson Way, Viera, Florida

Summary of Proposed Changes in Revenue and Appropriations to be Considered May 9, 2023:  
Third Quarter FY 2022-2023

	GENERAL FUNDS	TRANS- PORTATION TRUST FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUNDS	ENTERPRISE FUNDS	INTERNAL SERVICE FUNDS	TOTALS OF ALL FUNDS
Total Budgets as Previously Adopted and Amended	<u>\$381,499,678</u>	<u>\$147,325,602</u>	<u>\$863,546,656</u>	<u>\$27,419,507</u>	<u>\$32,816,200</u>	<u>\$364,286,376</u>	<u>\$124,235,676</u>	<u>\$1,941,129,695</u>
Changes in Revenues and Other Sources by Category								
Taxes	\$0	\$0	\$1,650,000	\$0	\$0	\$0	\$0	\$1,650,000
License and Permits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Intergovernmental Revenue	\$211,057	\$0	\$0	\$0	\$0	\$141,169	\$0	\$352,226
Charges for Services	\$54,157	\$0	\$263,158	\$0	\$0	\$0	\$0	\$317,315
Fines and Forfeits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Revenue	\$141,394	\$0	\$71,000	\$0	\$0	\$768,963	\$0	\$981,357
Statutory Reduction (Less 5%)	(\$20,331)	\$0	(\$99,208)	\$0	\$0	(\$38,448)	\$0	(\$157,987)
Total Revenue	<u>\$386,277</u>	<u>\$0</u>	<u>\$1,884,950</u>	<u>\$0</u>	<u>\$0</u>	<u>\$871,684</u>	<u>\$0</u>	<u>\$3,142,911</u>
Balance Forward	\$3,627,254	\$74,633	\$10,171,261	\$0	\$0	\$11,249,342	\$756,055	\$25,878,545
Intrafund/Interfund Transfers	\$160,000		\$1,037,772	\$0	\$1,200,000	\$0	\$0	\$2,397,772
Debt Proceeds & Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Sources	<u>\$3,787,254</u>	<u>\$74,633</u>	<u>\$11,209,033</u>	<u>\$0</u>	<u>\$1,200,000</u>	<u>\$11,249,342</u>	<u>\$756,055</u>	<u>\$28,276,317</u>
Total Revenue & Other Sources	<u>\$4,173,531</u>	<u>\$74,633</u>	<u>\$13,093,983</u>	<u>\$0</u>	<u>\$1,200,000</u>	<u>\$12,121,026</u>	<u>\$756,055</u>	<u>\$31,419,228</u>
Changes in Appropriations by Function								
General Government	\$3,667,925	\$0	\$0	\$0	\$0	\$0	\$756,055	\$4,423,980
Public Safety and Courts	\$713,190	\$0	\$1,579,359	\$0	\$1,200,000	\$0	\$0	\$3,492,549
Physical Environment	\$64,895	\$0	\$6,367,927	\$0	\$0	\$12,121,026	\$0	\$18,553,848
Transportation	\$0	\$74,633	\$0	\$0	\$0	\$0	\$0	\$74,633
Economic Environment	\$40,720	\$0	\$3,954,826	\$0	\$0	\$0	\$0	\$3,995,546
Human Services	\$30,000	\$0	\$373,287	\$0	\$0	\$0	\$0	\$403,287
Culture/Recreation	\$160,000	\$0	\$134,423	\$0	\$0	\$0	\$0	\$294,423
Interfund Transfers	(\$503,199)	\$0	\$684,161	\$0	\$0	\$0	\$0	\$180,962
Transfers to Charter Officers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Appropriations	<u>\$4,173,531</u>	<u>\$74,633</u>	<u>\$13,093,983</u>	<u>\$0</u>	<u>\$1,200,000</u>	<u>\$12,121,026</u>	<u>\$756,055</u>	<u>\$31,419,228</u>
Total Budgets as Supplemented and Amended	<u>\$ 385,673,209</u>	<u>\$ 147,400,235</u>	<u>\$ 876,640,639</u>	<u>\$ 27,419,507</u>	<u>\$ 34,016,200</u>	<u>\$ 376,407,402</u>	<u>\$ 124,991,731</u>	<u>\$ 1,972,548,923</u>

A detailed description of the budget is on file in the Budget Office of the Board of County Commissioners at the Brevard County Government Center as a public record.

BY THE ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA.

Frank Abbate, County Manager

**Directions to FLORIDA TODAY Newspaper**

This advertisement:

1. Must be included in the TODAY newspaper on Friday May 5, 2023.
2. Must have a Headline of 18 point type - smaller is not legal and larger is not desirable.
3. Must have body type of 6 point type, no smaller than the size as is normally used by the newspaper.
4. Must not be included in the legal or classified section of the newspaper.

A proof copy of this ad is needed. The proof copy should be sent by e-mail to [Boris.Soudakoff@brevardfl.gov](mailto:Boris.Soudakoff@brevardfl.gov)

Bills should be submitted to:

Boris Soudakoff, Administrative Assistant,  
Brevard County, 2725 Judge Fran Jamieson Way, Viera, FL 32940

Phone: 321-633-2153



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Development and Environmental Services Group

J.1.

5/9/2023

### Subject:

Approval, Re: Contract for Sale and Purchase and Addendum 1 from Robin Bland for the North Merritt Island Fire Station 40 - District 2.

### Fiscal Impact:

FY: 2022-2023 Fire Rescue Operations - \$280,000.00 for the purchase of land

### Dept/Office:

Public Works Department / Land Acquisition / Fire Rescue Department

### Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to: 1) execute the attached Contract for Sale and Purchase and Addendum 1 and, 2) authorize the Chair to execute all required closing documents related to the contract.

### Summary Explanation and Background:

The subject property is located at 4615 N. Courtney Pkwy Merritt Island 32953, north of Hall Road on the west side of North Courtenay Parkway in Merritt Island.

The acquisition of land for Fire Station 40 is part of Fire Rescue's 7-year plan. Funds are available for both the purchase of property and subsequent construction. The current station is not large enough to meet space requirements of the department's standard fire engine. The new station will be of proper size with a hardened storm-resistant design. It will be located near the center of the service area improving emergency response times.

The fair market value for the identified property was established by obtaining an appraisal report from W. H. Benson and Company, dated September 3, 2022, with an assigned value of \$260,000.00. The parcel is owned by Robin Bland and currently listed in the Space Coast Area Multiple Listing Service for \$299,900.00. Fire Rescue authorized Land Acquisition to extend an offer to the owner for \$260,000.00. The owner has countered at \$280,000.00.

Potential options are as follows:

1. Accept the offer as presented by the seller, approve the requested action and instruct staff to proceed with closing
2. Counter the offer with an amount to be determined by the Board at this time
3. Reject the offer

This acquisition follows the policies and procedures as set forth in Administrative Order 37.

**Clerk to the Board Instructions:**

Upon execution by the Chair, Public Works Department will contact the Clerk's office to make arrangements to pick up the original executed Contract for Sale and Purchase and the original executed Addendum 1.



## BOARD OF COUNTY COMMISSIONERS



### AGENDA REVIEW SHEET

AGENDA: Contract for Sale and Purchase and Addendum 1 from Robin Bland for the North Merritt Fire Station 40– District 2.

AGENCY: Public Works Department / Land Acquisition

AGENCY CONTACT: Lisa J. Kruse, Land Acquisition Specialist II

CONTACT PHONE: 321-350-8353

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor	<u></u>	<u>                    </u>	<u>4-13-23</u>
COUNTY ATTORNEY Christine Schverak Assistant County Attorney	<u></u>	<u>                    </u>	<u>4-13-23</u>

**CONTRACT FOR SALE AND PURCHASE**  
Parcel Identification Number: 23-36-34-00-765

**Seller:** Robin Bland

344 Dryden Circle, Cocoa, Florida 32926

**Buyer:** Brevard County, a political subdivision of the State of Florida

2725 Judge Fran Jamieson Way, Viera, Florida 32940

**Legal description of property being transferred:** See attached Exhibit "A"

**Terms:** Seller agrees to sell, and Buyer agrees to purchase, the Property pursuant to the following terms and conditions, Exhibit "A", the attached Attachment 1 Standards for Real Estate Transactions and the attached Addendum 1.

**Purchase price:** \$280,000.00 (Two Hundred Eighty Thousand Dollars and No/100)

**Deposit:** \$2,800.00 to be transferred to an escrow account established and held by the Brevard County Clerk, such deposit to be applied to the purchase price.

**Time for acceptance of offer; effective date; facsimile:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before May 23, 2023, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. An electronic copy of this Contract and any signatures hereon shall be considered for all purposes as originals.

**Title evidence:** At least 15 days before closing date, ☐ Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney or ☒ Buyer shall at Buyer's expense obtain ☒ a title search and/or ☒ title insurance commitment (with legible copies of instruments listed as exceptions attached thereto) and, after closing, an owner's policy of title insurance.

**Closing Date:** This transaction shall be closed and the deed and other closing papers delivered on or before November 1, 2023, unless modified by other provisions of this Contract.

**Warranties:** The following warranties are made and shall survive closing.

- a. SELLER warrants that there are no parties in occupancy other than Seller.
- b. SELLER warrants there is no hazardous waste or other environmental contamination located in or upon the property being acquired by the County. Seller shall indemnify and defend Buyer from any and all claims or expenses resulting from hazardous waste or environmental contamination located in or upon the property provided such waste or contamination was not placed on the property by the Buyer.
- c. Seller warrants that he/she has no knowledge of any fact or restriction which would prevent use of the property for the purpose of a Fire Station once the Planning and Zoning Board approves the zoning change of the property to be GML (1) Government Managed Land Institutional.

d. SELLER hereby represents and warrants to COUNTY that SELLER has engaged or dealt with an agent, broker or finder, in regard to this Agreement or to the sale and purchase of the property contemplated hereby. SELLER hereby acknowledges and covenants that SELLER is solely responsible for any and all commissions due arising out of or connected within the sale or transfer of the property. SELLER hereby indemnifies COUNTY and agrees to hold COUNTY free and harmless from and against any and all liability, loss, costs, damage and expense, including but not limited to attorney's fees and costs of litigation both prior to and on appeal, which COUNTY shall ever suffer or incur because of any claim by any agent, broker or finder engaged by SELLER, including broker, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the property contemplated hereby.

e. The provisions of this warranty section shall survive the Closing Date.

**Inspections:** The BUYER shall have 60 days after the Brevard County Board of County Commissioners executes the contract within which to complete physical inspection and evaluation of the property for environmental, hazardous materials, developability, access, drainage and subsurface conditions. In the event a Phase I environmental assessment meeting ASTM standards is prepared and environmental issues objectionable to BUYER are detected, SELLER shall 1) take all steps necessary to remove BUYER'S objections prior to the expiration of the 60 day inspection period, if possible or 2) if acceptable to BUYER, SELLER shall allow an additional 90 days to provide adequate time to conduct a Phase II assessment meeting ASTM standards. If the Phase I assessment reveals contamination this agreement may be terminated by BUYER and BUYER may decline to allow SELLER to clean up or to proceed to a Phase II assessment. Likewise, if the Phase II assessment reveals contamination objectionable to BUYER, BUYER may terminate this agreement. Alternatively, BUYER may grant SELLER an additional 90 days to clean up the site after the Phase II assessment, but BUYER is not required to do so. SELLER shall allow the BUYER or its agents reasonable right of entry upon the property for inspection purposes. Before the expiration of the initial 60-day inspection period or the additional 90-day extension for a Phase II assessment, BUYER shall have the right to terminate this agreement with a full refund of any deposits, should the results of the inspection indicate the property cannot be used for its intended purpose or that mitigation of conditions would be required. If clean up after a Phase II assessment is attempted but unacceptable to BUYER, the BUYER shall receive a full refund of its deposit.

**Condemnation:** This property ☐ is ☒ is not being acquired under threat of condemnation. If so, this agreement includes and settles all issues of full compensation for the property being acquired, including fees and costs.

SELLER shall comply with section 196.295, Florida Statutes.

SELLER hereby agrees to provide the necessary information and execute a beneficial interest and disclosure affidavit as required by section 286.23, Florida Statutes.

**Special Clauses:** ☒ See Attachment 1 and Addendum 1 ☐ NOT APPLICABLE

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rita Pritchett, Chair Date 5-9-23

SELLER

 Date 3-31-2023  
Robin Bland

Agenda Item # \_\_\_\_\_

As approved by the Board May 9, 2023

\_\_\_\_\_  
Date \_\_\_\_\_

## Attachment 1

### STANDARDS FOR REAL ESTATE TRANSACTIONS

**A. EVIDENCE OF TITLE:** A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligations under this Contract

**B. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

**C. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

**D. LIENS:** Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

**E. TIME PERIOD:** Time is of the essence in this Contract. Calendar days shall be used in computing time periods. Any time period provided for in this Contract that shall end or occur on a Saturday, Sunday, or a national legal holiday (5 U.S.C. 6103) shall extend to 5:00pm (where the property is located) of the next business day.

**F. DOCUMENTS FOR CLOSING:** Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

**G. EXPENSES:** Documentary stamps on the deed, if required, and recording of corrective instruments shall be paid by Seller. Buyer will pay for the cost of recording the deed, and any closing or settlement fee. Seller shall redeem any outstanding tax certificates as part of this sale, and shall be fully responsible for any real estate commissions.

**H. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

**I. SPECIAL ASSESSMENT LIENS:** Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

**J. PROCEEDS OF SALE; CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

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

**THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY.**

**L. CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

**M. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**N. WARRANTY:** Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

Reviewed for legal form and content:

ums (Assistant) County Attorney

RRB Seller's Initial

EXHIBIT "A"

A parcel of land in the Northeast quarter of the Southeast quarter of Section 34 and the Northwest quarter of the Southwest quarter of Section 35, Township 23 South, Range 36 East, more particularly described as follows:

Commence at the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 34; thence South 89 degrees 37 minutes 25 seconds East, and along the North line of said Northeast quarter of the Southeast quarter of Section 34 a distance of 705 feet to a concrete monument; thence South 00 degrees 09 minutes 44 seconds West, a distance of 623.71 feet to a concrete monument, the Point of Beginning of the land herein conveyed; thence South 89 degrees 37 minutes 25 seconds East, a distance of 616.95 feet to the West right-of-way of State Road A1A as presently located; thence South and along West right-of-way line a distance of 200.77 feet to a concrete monument; thence North 89 degrees 37 minutes 25 seconds West, a distance of 633.75 feet to a concrete monument; thence North 00 degrees 09 minutes 44 seconds East, a distance of 200 feet to the Point of Beginning, said land located in Brevard County of Florida.

## Addendum 1

This addendum is attached to and made a part of the CONTRACT FOR SALE AND PURCHASE dated this 9th day of May, 2023 by and between Robin Bland as Seller, 344 Dryden Circle, Cocoa, Florida and Brevard County, a political subdivision of the State of Florida as Buyer, 2725 Judge Fran Jamieson Way, Viera, Florida 32940:

For value received, the parties hereto agree as follows:


1. This Contract is contingent upon the approval by the Brevard County Planning and Zoning Board to allow the parcel to obtain a zoning classification as a GML (1) (Government Managed Land Institutional).
2. This Contract is contingent upon a satisfactory Environmental Site Assessment 1 (ESA1), Wetland Delineation Assessment and Environmental Threatened/Endangered Species Assessment.
3. All other terms and conditions of the Contract for Sale and Purchase between the parties shall remain in full force and effect.

**BUYER:**

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

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

**SELLER:**

  
\_\_\_\_\_  
Robin Bland

As Approved by the Board on May 9th, 2023  
Agenda Item # \_\_\_\_\_

Reviewed for legal form and content:

\_\_\_\_\_  
, (Assistant) County Attorney



## LOCATION MAP

### Section 34, Township 23 South, Range 36 East - District 2

PROPERTY LOCATION: North of Hall Road south of Norwich Street on North Courtenay Parkway in Merritt Island.

OWNERS NAME(S): Robin Bland



## PROPERTY FACT SHEET

PROJECT: North Merritt Island Fire Station 40

OWNER: Robin Bland

PARCEL LOCATION: 4615 North Courtenay Parkway, Merritt Island, Florida 32953

PARCEL SIZE: 2.86 acres

ZONING/LANDUSE: AU - Agriculture

IMPROVEMENTS: Vacant Land

TOPOGRAPHY: Level

FLOOD ZONE: X and AE

TAX PARCEL ID#: 23-36-34-00-765

ASSESSED VALUE: \$149,400.00 (2022 Assessment - Property Appraiser Records)

PUBLIC UTILITIES: Utilities available

PROPERTY TRANSACTION: Date: September 29, 2017  
(Clerk of the Court Records) Sale amount: \$165,000.00

APPRAISAL DATE: September 3, 2022

APPRAISED VALUE: \$260,000.00

APPRAISER: W.H. BENSON AND COMPANY



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Community Services Group

J.2.

5/9/2023

### Subject:

Approval, Re: Funding recommendations for listed FY 2023-24 Cycle 1 Sports Grant Applications and Approval, Re: Move \$12,000 for NKF Rich Salick Surf Festival from FY 2022-23 to FY 2023-24.

### Fiscal Impact:

FY 2023-24: \$101,625.00 for Cycle 1 Sports Grants and Carry Forward of \$12,000 from FY 2022-23 for NKF Rich Salick Surf Festival, Marketing Fund #1441/293050.

### Dept/Office:

Tourism Development Office

### Requested Action:

It is requested that the Board of County Commissioners approve funding the following FY 2023-24 Cycle 1 Sports Grant applications:

1. Columbia Classic Collegiate Golf Tournament (2/9/2024 - 2/12/2024) \$5,000.00
2. Men's Senior Baseball League Holiday Classic (3/15/2024 - 3/18/2024) \$11,500.00
3. Space Coast Showdown Robotics (10/7/2023) \$3,750.00
4. Red Bull Foam Wreckers Surf Contest (11/4/2023) \$3,000.00
5. ACS Gateway to Space Race (3/2/2024) \$3,375.00
6. Florida Marathon Weekend (2/10/2024 - 2/11/2024) \$20,000.00
7. Beach 'n Boards Festival (3/6/2024 - 3/10/2024) \$20,000.00
8. Cocoa Beach Half Marathon (10/22/2023) \$18,000.00
9. Moon Golf Invitational (2/18/2024 - 2/20/2024) \$7,000.00
10. Softball Magazine Spring Training (3/6/2024 - 3/9/2024) \$5,000.00
11. Softball Magazine Senior Softball Camp (11/13/2023 - 11/16/2023) \$5,000.00

Further, based on the facts specified, by approving this agenda item, the Board will make the legislative finding that Tourist Development Tax funds are authorized for sporting grants pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)a, (5)a, and (6)a. of the Brevard County Code of Ordinances. Each of the tourist-oriented sporting and special events have as one of its main purposes the attraction of tourists, and the entity and the Space Coast Office of Tourism both intend to ensure marketing and promotion of these events to tourists.

Additionally, request authority for the Director, Tourism Development Office, to negotiate and sign all necessary agreements and related documents upon County Attorney's Office, Risk Management and Central Services approval and authorized the County Manager to execute necessary budget change requests.

It is further requested the Board of County Commissioners approve moving \$12,000 for NKF Rich Salick Surf Festival from FY 2022-23 to FY 2023-24. The NKF Rich Salick Surf Festival has changed its dates from September 2-4, 2023 to October 7-9, 2023; citing volunteer availability, weather, fewer competing events and accommodations as factors for the change.

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

The Sport Events Grant Program is to provide reimbursement grants to sports-related organizations to support and enhance athletic events seeking financial assistance for events held on Florida's Space Coast. The grants are administered by the Sports Committee of the Tourist Development Council. The goal of the grant program is to assist the County in attracting and growing high quality sporting events that generate significant economic impact through the attraction of out-of-county participants, related room nights and spending in the local economy. Reimbursement grants up to \$20,000 are available to support events that benefit sports tourism on the Florida's Space Coast. Qualifying grants are also subject to partial reimbursement to the TDO from the Florida Sports Foundation.

The Sports Committee at their April 13, 2023 meeting and the Tourist Development Council at their April 26, 2023 meeting, voted unanimously to recommended the Board approve the FY 2023-24 Cycle 1 Sports Event Grant Applications, as well as make the necessary legislative findings.

The Sports Committee at their March 28, 2023 meeting and the Tourist Development Council at their April 26, 2023 meeting, voted unanimously to recommend the Board approve moving \$12,000 for NKF Rich Salick Surf Festival from FY 2022-23 to FY 2023-24.

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

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

FY23-24 Sports Grant Cycle #1 Scoring									
---------------------------------------	--	--	--	--	--	--	--	--	--

[illegible]

2. (untitled)

1. Applicant Information-

**What is the event title?**

2024 Columbia Classic presented by MoonGolf

3. (untitled)

2. Applicant Contact Information-

**Organization Name**

Columbia University Women's Golf

**First Name**

Amy

**Last Name**

Weeks

**Job Title**

Head Coach

**Mailing Address**

3030 Broadway

**Apt/Suite/Office**

MC 1908

**City**

New York

**State**

NY

**Zip**

10027

**Country**

**Email Address**

aew2169@columbia.edu

**Phone Number**

212-854-4529

**Mobile Phone**

405-269-0897

**Website URL**

<https://gocolumbialions.com/sports/womens-golf?path=wgolf>

**Website URL**

4. (untitled)

3. **Event Information-**

**How many days will your event be held?**

4

4. **Event Information-**

**Please indicate your desired first day of the event.....**

02/09/2024

5. (untitled)

5. **Please describe your event (type of sport, format, qualifying criteria, ages, etc).**

NCAA Division 1 women's golf tournament

6. (untitled)

6. **Where is the location and name of the facility of your event?**

Duran Golf Club

7. **Has your location, venue or facility been secured?**

Yes

7. **Estimated Event Attendance**

8. **Total Participants (competitors, coaches, trainers, officials, etc...)**

**How many total participants are expected to attend your event?**

Out-of-State Participants : 112

Overnight In-State Participants : 5

Day Trip In-State Participants : 11

**9. Total Spectators (fans, family, friends, etc...)**

**How many total spectators are expected to attend your event?**

Out-of-State Spectators : 75

Overnight In-State Spectators : 25

Day Trip In-State Spectators : 25

**10. Total Media (Reporters, TV, News Outlets, etc...)**

**How many total Media are expected to attend your event?**

Out-of-State Media : 0

Overnight In-State Media : 0

Day Trip In-State Media : 1

**8. (untitled)**

**11. How much event grant support are you requesting?**

5000

**12. What is the purpose of the financial support?**

Site fees/costs (contract help, etc)

**9. (untitled)**

**13. What is the projected total number of paid room nights for your event?**

400

**14. Have you secured hotel and/or lodging partners?**

Yes

**15. Please provide the name(s) and locations of your hotel and/or lodging partners:**

Home 2 Suites Melbourne

Fairfield Inn Melbourne

**10. (untitled)**

**16. EVENT HISTORY (REQUIRED)**

**Tell us about your event history by providing the following in a Word or PDF document.**

**Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:**

**Previous location & dates**

**Reference name & contact information**

**Total out-of-county participates**

**Total number of room nights**

[2023\\_Columbia\\_Classic\\_Grant\\_Packet.docx](#)



11. (untitled)

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17. As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are REQUIRED to provide a certificate of insurance no less than 30 days prior to the start of the event.*

Yes

12. (untitled)

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18.

### ATTESTATION

I attest that I have full authority to execute this grant request and that all information in the grant application is true and correct. I further attest that I have read and understand the grant guidelines and will comply with the requirements of the grant and contract, if awarded.

A handwritten signature in black ink, appearing to read 'AEW', is written over a light gray grid background.

Signature of: Amy E Weeks

13. (untitled)

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19. **SPECIAL MESSAGE:**

You have now completed all of the application questions. The next slide is the space for you to upload the required (4) attachments which includes your event location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.

*If you are not able to upload the required (4) attachments please email your (4) documents to [Terrence.Parks@VisitSpaceCoast.com](mailto:Terrence.Parks@VisitSpaceCoast.com).*

It is mandatory that all applications are completed online and the required (4)

attachments are submitted by uploading with the application or delivered to the Tourism Development Office by 5pm on March 15, 2023, no late arrivals will be accepted.

The below text box may be used to communicate anything that you need to tell us about your application.

#### 14. (untitled)

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##### **20. Required Attachments:**

Please label each with appropriate attachment number.

Label as Attachment (1) - Event Location Map

Label as Attachment (2) - Event Plan, Timeline or Schedule

Label as Attachment (3) - Event Budget

Label as Attachment (4) - Event Marketing Plan

[Attachment\\_1\\_Google\\_Map\\_of\\_Duran\\_Golf\\_Club\\_location.png](#)

[Attachment\\_2\\_2024\\_Columbia\\_Classic\\_Coaches\\_Packet.docx](#)

[Attachment\\_3\\_Columbia\\_Classic\\_Budget\\_2024.xlsx](#)

[Attachment\\_4\\_Columbia\\_Classic\\_Markting\\_ideas.docx](#)

#### 15. Thank You!

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##### **New Send Email**

Mar 02, 2023 13:01:39 Success: Email Sent to: aew2169@columbia.edu

# Columbia Classic 2024 Budget

Percentage of Income Spent



Summary

TOTAL MONTHLY INCOME

\$51,000

TOTAL MONTHLY EXPENSES

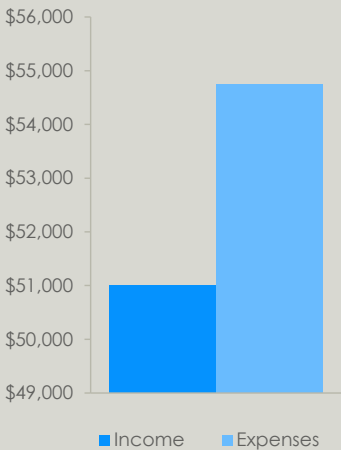
\$54,750

TOTAL MONTHLY SAVINGS

\$0

CASH BALANCE

-\$3,750



Entry Fee Income

ITEM	AMOUNT
Team/ Indy Entry Fees	\$33,000.00
Sponsorships/Donors	\$18,000.00

Tournament Expenses

ITEM	DUE DATE	AMOUNT
Player green fees	[Date]	\$18,000.00
Player Trophies	[Date]	\$700.00
Duran F&B	[Date]	\$24,000.00
water	[Date]	\$500.00
Publix lunch	[Date]	\$0.00
Athletic Trainer	[Date]	\$1,400.00
USGA Officials Fees (3)	[Date]	\$1,250.00
scorecards/office sup	[Date]	\$400.00
Photog/ Tips/Petty Ca	[Date]	\$500.00
	[Date]	\$0.00
Tournament Staff Stipe	[Date]	\$3,000.00
	[Date]	\$0.00
Staff/officials hotel	[Date]	\$5,000.00

Monthly Savings

DATE	AMOUNT
[Date]	\$0.00
[Date]	\$0.00
[Date]	\$0.00

# **COLUMBIA**

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# **GOLF**



**the Columbia Classic presented by  
Moon Golf**

**February 9, 10-12, 2024  
Duran Golf Club  
Melbourne, FL**

## Tournament Directory

**Amy Weeks**

*Columbia University Head Coach*

405-269-0897

**Courtney Trimble**

*Tournament Coordinator*

407-247-7906

**Emily Maury**

*Asst. Tournament Coordinator*

216-970-0383

**Duran Golf Club Pro Shop**

321-504-7776

**Ruth Pacheco**

*Athletic Trainer*

910-922-1030

**Kyle Mattracion**

*Columbia University Assoc. Director Athletic Communications*

845-416-4372

# **2024 Columbia Classic - Schedule of Events**

## **Thursday, February 8th**

Teams Arrive

**Tournament Gift Shopping Spree for Teams from MoonGolf – Please sign up in “Sign up Genius”. Link will be sent from Courtney Trimble (times to be announced)**

## **Friday, February 9th**

6:30 am	Range Opens
9:00 am	Tournament Registration begins on the back patio of Duran Golf Club
12:00 pm	Shotgun Start Practice Round
5:00 pm	Welcome Buffet Dinner, come and go

## **Saturday, February 10**

6:30 am	Breakfast at Duran Golf Club for players, coaches, officials
6:30 am.-3:30 pm	Athletic Trainer available on back patio of clubhouse
6:30 am	Range Opens
8:00 am	First round off #1 and #10 tee times
12:00pm	Lunch Buffet available for teams immediately following play

## **Sunday, February 11**

6:30 am	Breakfast at Duran Golf Club for players, coaches, officials
6:30 a.m.-3:30 p.m.	Athletic Trainer available on back patio of clubhouse
6:30 am	Range Opens
8:00 am	Second round off #1 and #10 tee times
12:00pm	Lunch Buffet available for teams immediately following play

## **Monday, February 12**

6:30 am	Breakfast at Duran Golf Club for players, coaches, officials
6:30 a.m.-2:00 p.m.	Athletic Trainer available on back patio of clubhouse
6:30 am	Range Opens
8:30 am	Final Round Shotgun Start
1:00pm	Lunch Buffet available for teams immediately following play
	Awards Ceremony immediately following play

# Columbia Classic Yardages

The yardages listed below will be the maximum length used for the 2023 Columbia Classic at Duran Golf Club.

Play will be from the Moon Golf logo tee markers.

Yardages are subject to move up if wind and/or other course conditions become a factor on a given hole.

1. 505/472 - 5

2. 390 - 4

3. 339 - 4

4. 149 - 3

5. 375 - 4

6. 379 - 4

7. 172 - 3

8. 368 - 4

9. 490 – 5

Par - 36

Yardage - 3,167

10. 365 - 4

11. 495 - 5

12. 385 - 4

13. 149 - 3

14. 376 - 4

15. 475 - 5

16. 365 - 4

17. 175 - 3

18. 405 – 4

Par – 36 – Total 72

Yardage – 3,190

Total Yardage- 6,357

# **COLUMBIA**

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# **GOLF**



**the Columbia Classic presented by  
Moon Golf**

**February 10, 11-13, 2023  
Duran Golf Club  
Melbourne, FL**



## Tournament Directory

**Amy Weeks**  
*Columbia University Head Coach*

405-269-0897

**Courtney Trimble**  
*Tournament Coordinator*

407-247-7906

**Emily Maury**  
*Asst. Tournament Coordinator*

216-970-0383

**Duran Golf Club Pro Shop**

321-504-7776

**TBD**  
*Athletic Trainer*

**Kyle Mattracion**  
*Columbia University Assoc. Director Athletic Communications*

845-416-4372

# **Columbia Classic - Schedule of Events**

## **Thursday, February 9th**

Teams Arrive

**Tournament Gift Shopping Spree for Teams – Please sign up in “Sign up Genius”.  
Link will be sent from Courtney Trimble (times to be announced)**

## **Friday, February 10th**

6:30 am	Range Opens
9:00 am	Tournament Registration begins on the back patio of Duran Golf Club
12:00 pm	Shotgun Start Practice Round
5:00 pm	Welcome Buffet Dinner, come and go

## **Saturday, February 11**

6:30 am	Breakfast at Duran Golf Club for players, coaches, officials
6:30 am.-3:30 pm	Athletic Trainer available on back patio of clubhouse
6:30 am	Range Opens
8:00 am	First round off #1 and #10 tee times
12:00pm	Lunch Buffet available for teams immediately following play

## **Sunday, February 12**

6:30 am	Breakfast at Duran Golf Club for players, coaches, officials
6:30 a.m.-3:30 p.m.	Athletic Trainer available on back patio of clubhouse
6:30 am	Range Opens
8:00 am	Second round off #1 and #10 tee times
12:00pm	Lunch Buffet available for teams immediately following play

## **Monday, February 13**

6:30 am	Breakfast at Duran Golf Club for players, coaches, officials
6:30 a.m.-2:00 p.m.	Athletic Trainer available on back patio of clubhouse
6:30 am	Range Opens
8:30 am	Final Round Shotgun Start
1:00pm	Lunch Buffet available for teams immediately following play
	Awards Ceremony immediately following play

## **2023 Columbia Classic Participating teams**

**Total of 82 players, 23 coaches, 3 instate/ out of county rules officials, 1 out of county Athletic Trainer, 2 out of state staff= 111 out of county participants (2023)**

**Columbia**

**Princeton**

**Dartmouth**

**Tulsa**

**Seton Hall**

**Youngstown State**

**Notre Dame**

**Texas Tech**

**St John's**

**Penn State**

**Univ of Richmond**

**Old Dominion**

**Albany**

**Boston Univ**

**+ 12 additional individual team players**

# **Columbia Classic additional grant info:**

**Number of hotel nights (out of county/participating teams only)=  
16 teams x 5 (room avg) x 4 night stay = 320**

**Out of county staff hotel =  
5 x 4 night stay= 20 hotel nights**

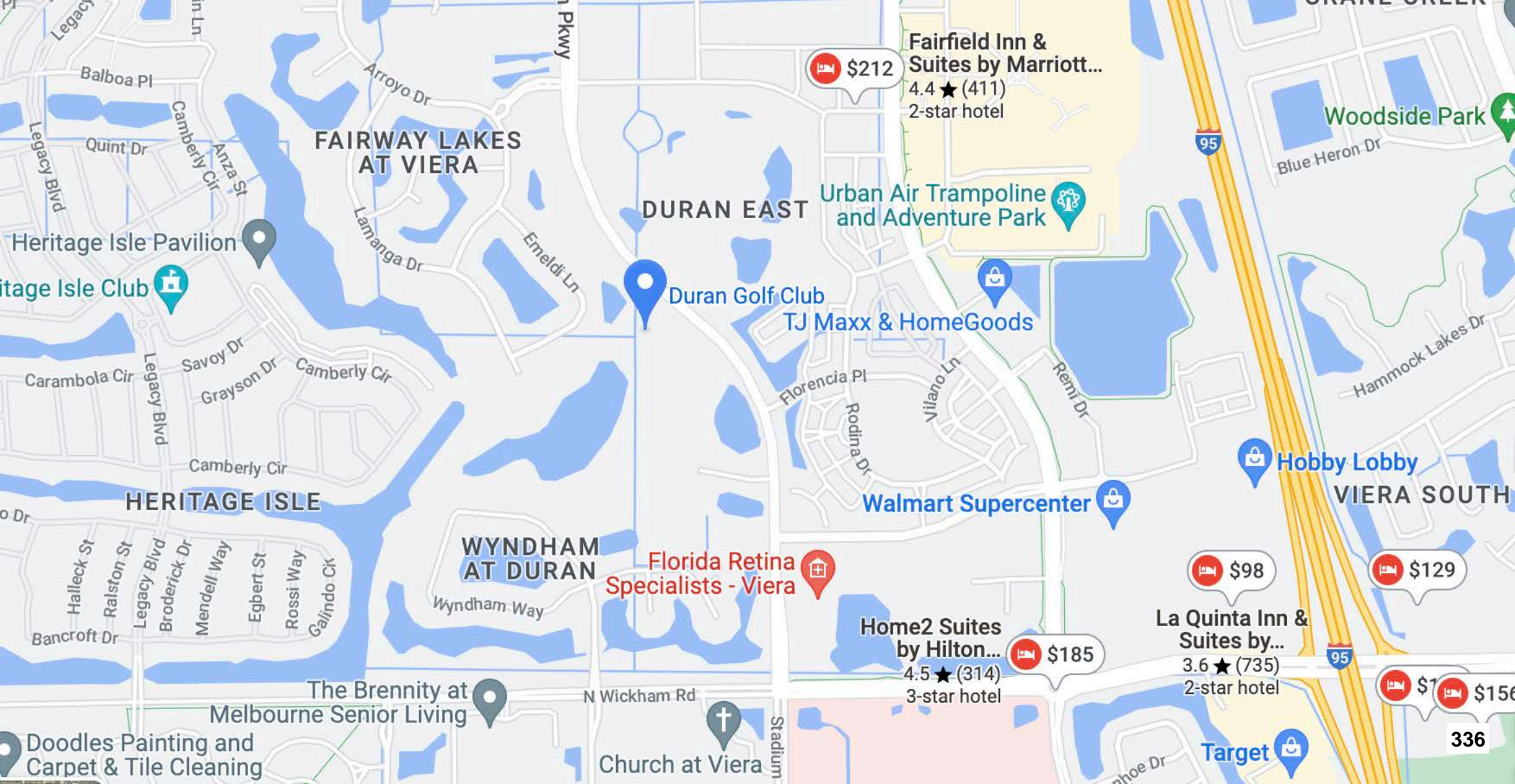
**Total hotel night data for 2023 = 340\***

**\*I do not have tracking data on the parents/spectator hotels for 2023, can  
assume 2-3 hotel rooms x 3 nights per team**

Columbia Classic presented by MoonGolf  
Basic Marketing Outreach and Communications Plan

Columbia University will promote the 54 Hole Golf event by engaging the media coordinator of each participating University. (16 Schools) in the following ideas:

- 1) We will create graphics for social media for each school using the MoonGolf logo, Duran Golf Club logo and the Space Coast Travel logo
- 2) Columbia University Women's golf will tag the @visitspacecoast handle in tournament updates and results on social media and gocolumbialions.com. This will encourage parents of players to travel to FL and enjoy the great opportunities in the community
- 3) Columbia University will create a poster to promote the event at the local MoonGolf retail location and Duran Golf Club. Posted One month before the event.
- 4) Columbia University and MoonGolf will reach out to a national Golf publication(s) and request a feature story around the event



**FAIRWAY LAKES  
AT VIERA**

**DURAN EAST**

**HERITAGE ISLE**

**WYNDHAM  
AT DURAN**

**Woodside Park**

**VIERA SOUTH**

**Fairfield Inn & Suites by Marriott...**  
4.4 ★ (411)  
2-star hotel  
\$212

**Urban Air Trampoline and Adventure Park**

**Duran Golf Club**  
**TJ Maxx & HomeGoods**

**Walmart Supercenter**

**Hobby Lobby**

**Florida Retina Specialists - Viera**

**Home2 Suites by Hilton...**  
4.5 ★ (314)  
3-star hotel  
\$185

**La Quinta Inn & Suites by...**  
3.6 ★ (735)  
2-star hotel  
\$98

**\$129**

**\$156**

**Target**

**The Brennity at Melbourne Senior Living**

**Church at Viera**

**Doodles Painting and Carpet & Tile Cleaning**

2. (untitled)

1. **Applicant Information-**

**What is the event title?**

MSBL Holiday Classic

3. (untitled)

2. **Applicant Contact Information-**

**Organization Name**

Men's Senior Baseball League

**First Name**

Joseph

**Last Name**

D'Ambrisi

**Job Title**

Vice-President

**Mailing Address**

One Huntington Quad

**Apt/Suite/Office**

Suite 3NO7

**City**

Melville

**State**

NY

**Zip**

11747

**Country**

**Email Address**

info@msblnational.com

**Phone Number**

631-753-6725

**Mobile Phone**

516-526-6622

**Website URL**

www.msblnational.com

**Website URL**

4. (untitled)

3. **Event Information-**

**How many days will your event be held?**

4

4. **Event Information-**

**Please indicate your desired first day of the event.....**

03/15/2024

5. (untitled)

5. **Please describe your event (type of sport, format, qualifying criteria, ages, etc).**

Adult Baseball Tournament for men and women with the following age divisions: 30+, 45+ & 54+.

6. (untitled)

6. **Where is the location and name of the facility of your event?**

USSSA Space Coast Stadium and Auxiliary Fields

7. **Has your location, venue or facility been secured?**

Yes

7. **Estimated Event Attendance**

8. **Total Participants (competitors, coaches, trainers, officials, etc...)**

**How many total participants are expected to attend your event?**

Out-of-State Participants : 544

Overnight In-State Participants : 126

Day Trip In-State Participants : 40



**9. Total Spectators (fans, family, friends, etc...)**

**How many total spectators are expected to attend your event?**

Out-of-State Spectators : 30

Overnight In-State Spectators : 30

Day Trip In-State Spectators : 0

**10. Total Media (Reporters, TV, News Outlets, etc...)**

**How many total Media are expected to attend your event?**

Out-of-State Media : 0

Overnight In-State Media : 0

Day Trip In-State Media : 0

**8. (untitled)**

**11. How much event grant support are you requesting?**

15000

**12. What is the purpose of the financial support?**

Site fees/costs (contract help, etc)

**9. (untitled)**

**13. What is the projected total number of paid room nights for your event?**

750

**14. Have you secured hotel and/or lodging partners?**

Yes

**15. Please provide the name(s) and locations of your hotel and/or lodging partners:**

Fairfield Inn Viera

La Quinta Inn & Suites Melbourne

Holiday Inn Express Melbourne

**10. (untitled)**

**16. EVENT HISTORY (REQUIRED)**

**Tell us about your event history by providing the following in a Word or PDF document.**

**Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:**

**Previous location & dates**

**Reference name & contact information**

**Total out-of-county participates**

**Total number of room nights**

[2024\\_Grant\\_Application\\_-\\_Event\\_History.pdf](#)

11. (untitled)

17. As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are REQUIRED to provide a certificate of insurance no less than 30 days prior to the start of the event.*

Yes

12. (untitled)

18.

**ATTESTATION**

I attest that I have full authority to execute this grant request and that all information in the grant application is true and correct. I further attest that I have read and understand the grant guidelines and will comply with the requirements of the grant and contract, if awarded.

A handwritten signature in black ink, appearing to read 'Joseph Gary D'Ambrisi', written in a cursive style.

Signature of: Joseph Gary D'Ambrisi

13. (untitled)

19. **SPECIAL MESSAGE:**

You have now completed all of the application questions. The next slide is the space for you to upload the required (4) attachments which includes your event location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.

*If you are not able to upload the required (4) attachments please email your (4) documents to [Terrence.Parks@VisitSpaceCoast.com](mailto:Terrence.Parks@VisitSpaceCoast.com).*

It is mandatory that all applications are completed online and the required (4) attachments are submitted by uploading with the application or delivered to the Tourism Development Office by 5pm on March 15, 2023, no late arrivals will be accepted.

The below text box may be used to communicate anything that you need to tell us about your application.

#### 14. (untitled)

##### 20. Required Attachments:

Please label each with appropriate attachment number.

Label as Attachment (1) - Event Location Map

Label as Attachment (2) - Event Plan, Timeline or Schedule

Label as Attachment (3) - Event Budget

Label as Attachment (4) - Event Marketing Plan

[USSSA\\_Complex\\_Location\\_Map.jpeg](#)

[2024\\_Grant\\_Application\\_-\\_Event\\_Plan\\_-\\_Attachment\\_2.pdf](#)

[2024\\_Grant\\_Application\\_-\\_Event\\_Budget\\_-\\_Attachment\\_3.pdf](#)

[2024\\_Grant\\_Application\\_-\\_Event\\_Marketing\\_Plan\\_-\\_Attachment\\_4.pdf](#)

#### 15. Thank You!

##### New Send Email

Mar 15, 2023 13:51:40 Success: Email Sent to: info@msblnational.com





## Blue Quad

## White Quad

## Red Quad



- |   |                            |   |                  |
|---|----------------------------|---|------------------|
|  | MAIN ENTRANCE & BOX OFFICE |  | RED PARKING      |
|  | REGISTRATION               |  | BLUE PARKING     |
|  | RESTROOMS                  |  | WHITE PARKING    |
|  | CONCESSIONS                |  | HANDICAP PARKING |
|  | BOOMBAH MERCHANDISE        |  | OVERFLOW PARKING |
|  | AUTHORIZED PERSONNEL       |   |                  |





## **2024 MSBL/MABL HOLIDAY CLASSIC EVENT MARKETING PLAN**

**2024 Dates: March 15 – 18, 2024**

**2024 Marketing Plan:**

- Inclusion in Monthly Newsletter emailed to 90,000 current members nationwide
- Listing on national website, [www.msblnational.com](http://www.msblnational.com), on constant basis
- Targeted emails to past Tournament Team Managers
- Social Media



## **2024 MSBL/MABL HOLIDAY CLASSIC EVENT PLAN**

**2024 Dates: March 15 – 18, 2024**

**Timeline:**

- **Send 2024 Tournament Package to Teams – June 1, 2023**
- **Team Deposits Due: January 1, 2024**
- **Schedules to be completed by February 15, 2024**
- **Team Registration at USSSA Complex in Melbourne – Friday, March 15, 2024**
- **Play Begins: Friday, March 15, 2024**
- **Play Concludes: Monday, March 18, 2024**



## **2024 MSBL/MABL HOLIDAY CLASSIC EVENT BUDGET**

**2024 Dates: March 15 – 18, 2024**

**2024 Projected Expenses:**

- **Complex Rental Cost: \$15,000.00**
- **Baseballs: \$4,800.00**
- **Umpires: - \$21,000.00**
- **Awards & Player T-Shirts: \$16,000.00**
- **Trophies: \$780.00**



## 2023 MSBL/MABL TOURNAMENT PAST 3 EVENTS HISTORY

### 2023 MSBL/MABL Kickoff Classic

- Las Vegas, NV (March 4 – 6, March 11 – 13, 2023)
- Steve Sigler, 631-753-6725, [info@msblnational.com](mailto:info@msblnational.com)
- Total Out of County/State Participants: 720
- Total Number of Room Nights: 1,000

### 2023 MSBL/MABL Sunshine Classic

- Panama City Beach, FL (February 24 – 27, 2023)
- Gary D'Ambrisi, 516-526-6622, [info@msblnational.com](mailto:info@msblnational.com)
- Total Out of County/State Participants: 360
- Total Number of Room Nights: 720

### 2023 MSBL/MABL Desert Classic

- Palm Springs, ca (January 13 – 16, 2023)
- Steve Sigler, 631-753-6725, [info@msblnational.com](mailto:info@msblnational.com)
- Total Out of County/State Participants: 810
- Total Number of Room Nights: 1,200



2. (untitled)

1. **Applicant Information-**

**What is the event title?**

<http://spacecoastshowdown.com/>

3. (untitled)

2. **Applicant Contact Information-**

**Organization Name**

Canaveral Council of Technical Societies (CCTS)

**First Name**

Nimisha

**Last Name**

Vyas

**Job Title**

Chair

**Mailing Address**

1980 N ATLANTIC AVE

**Apt/Suite/Office**

ste 401

**City**

Orlando, FL 32828

**State**

Florida

**Zip**

32931

**Country**

**Email Address**

Chair@cctsonline.org

**Phone Number**

4077583074

**Mobile Phone**

4077583074

**Website URL**

www.cctsonline.org

**Website URL**

4. (untitled)

3. **Event Information-**

**How many days will your event be held?**

1

4. **Event Information-**

**Please indicate your desired first day of the event.....**

08/26/2023

5. (untitled)

5. **Please describe your event (type of sport, format, qualifying criteria, ages, etc).**

Space Coast FIRST Robotics Showdown Competition will be held August 26, 2023, at Viera High School. We are excited to host this event with collaboration of FIRST Robotics and Brevard County Schools. The program will feature robotics competition consisting of a series of games where student robotics teams race to complete. specific objectives in each game. Students compete for honors and trophies. Should enough sponsorship funds permit, local Brevard County teams would be provided stipends to participate in the competition. This program follows the mission of FIRST Robotics, engaging K-12 students in mentor-based programs that build STEM skills. Participation of these students in the program will greatly increase the likelihood of students entering into STEM fields, industry, and will enable these future professionals to integrate advancing technologies in our evolving technology environment.

Attendees: Individuals and organizations interested in space, aeronautics, manufacturing, emerging technologies. Includes people from all walks of life: space & manufacturing industry, managers, NASA, AF, students, engineers, scientists, educators, as well as interested individuals from the general public.

6. (untitled)

6. **Where is the location and name of the facility of your event?**

Viera High School

7. **Has your location, venue or facility been secured?**

No

## 7. Estimated Event Attendance

### 8. Total Participants (competitors, coaches, trainers, officials, etc...)

How many total participants are expected to attend your event?

Out-of-State Participants : 50+

Overnight In-State Participants : 250+

Day Trip In-State Participants : 150+

### 9. Total Spectators (fans, family, friends, etc...)

How many total spectators are expected to attend your event?

Out-of-State Spectators : 50+

Overnight In-State Spectators : 250+

Day Trip In-State Spectators : 150+

### 10. Total Media (Reporters, TV, News Outlets, etc...)

How many total Media are expected to attend your event?

Out-of-State Media : 30

Overnight In-State Media : 20

Day Trip In-State Media : 10

## 8. (untitled)

### 11. How much event grant support are you requesting?

6000

### 12. What is the purpose of the financial support?

Paid advertising and media buys outside of Brevard County

Site fees/costs (contract help, etc)

Marketing and public relations

Non-monetary awards (medals, ribbons, plaques, etc)

Promotions

Other - please specify: Robotics Competition Field from FIRST Robotics

## 9. (untitled)

### 13. What is the projected total number of paid room nights for your event?

250+

### 14. Have you secured hotel and/or lodging partners?

No

Please provide the name(s) and locations of your hotel and/or lodging partners:

## 10. (untitled)

## 15. EVENT HISTORY (REQUIRED)

Tell us about your event history by providing the following in a Word or PDF document.

Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:

Previous location & dates

Reference name & contact information

Total out-of-county participates

Total number of room nights

[2022\\_Info\\_letter.docx](#)

## 11. (untitled)

16. As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are REQUIRED to provide a certificate of insurance no less than 30 days prior to the start of the event.*

Yes

## 12. (untitled)

17.

### ATTESTATION

I attest that I have full authority to execute this grant request and that all information in the grant application is true and correct. I further attest that I have read and understand the grant guidelines and will comply with the requirements of the grant and contract, if awarded.

.



Signature of: Nimisha Vyas

## 13. (untitled)

18. **SPECIAL MESSAGE:**

**You have now completed all of the application questions. The next slide is the space for you to upload the required (4) attachments which includes your event location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.**

***If you are not able to upload the required (4) attachments please email your (4) documents to [Terrence.Parks@VisitSpaceCoast.com](mailto:Terrence.Parks@VisitSpaceCoast.com).***

**It is mandatory that all applications are completed online and the required (4) attachments are submitted by uploading with the application or delivered to the Tourism Development Office by 5pm on March 15, 2023, no late arrivals will be accepted.**

**The below text box may be used to communicate anything that you need to tell us about your application.**

Please check our websites: CCTS website

[www.cctsonline.org](http://www.cctsonline.org) & Event Website <http://spacecoastshowdown.com/>

This is STEM event for High School Robotics Competition consisting of a series of games where student robotics teams race to complete their designed and developed Robots. Open to Public

#### 14. (untitled)

---

##### **19. Required Attachments:**

**Please label each with appropriate attachment number.**

**Label as Attachment (1) - Event Location Map**

**Label as Attachment (2) - Event Plan, Timeline or Schedule**

**Label as Attachment (3) - Event Budget**

**Label as Attachment (4) - Event Marketing Plan**

[Viera\\_HS\\_map.pdf](#)

[2022\\_Info\\_letter.docx](#)

[Flyer\\_1.pdf](#)

[CCTS\\_Showdown\\_Budget.docx](#)

[Copy\\_of\\_Facebook\\_1.png](#)

#### 15. Thank You!

---

##### **New Send Email**

Mar 13, 2023 14:58:43 Success: Email Sent to: [Chair@cctsonline.org](mailto:Chair@cctsonline.org)

## CCTS Space Coast Robotics Showdown

### Robotics Competition Expenses

Field	\$ 6,000.00	
Volunteer food	\$ 1,000.00	
AV/Screens	\$ -	In-kind
T-shirts/badges	\$ 400.00	
Concession Stand food	\$ -	In-kind
Venue costs	\$ -	In-kind
Insurance	\$ 3,000.00	
Tape, zip ties, windex	\$ 100.00	
Trophies	\$ 200.00	
<b>Total Expenses</b>	<b>\$ 10,700.00</b>	

### Revenues

Registration (16 X 250)	\$ 4,000.00
-------------------------	-------------

### Prospective Sponsorships

FP&L  
ALTR  
IEEE  
SAME

Get ready for game day!

# 2ND ANNUAL SPACE COAST SHOWDOWN

AN FRC AND FTC OFF  
SEASON EVENT

AUGUST 27, 2022  
VIERA HIGH SCHOOL

REGISTER NOW! FOR OTHER RESERVATIONS AND OTHER  
INQUIRIES, VISIT [WWW.SPACECOASTSHOWDOWN.COM](http://WWW.SPACECOASTSHOWDOWN.COM)

SPACE  
COAST  SHOWDOWN  
353



Hi, Everyone:

One week to the return of the Space Coast Showdown! The team has worked incredibly hard to put this together in about, so be gentle with us.

To answer many questions:

**Local hotel info:**

Marriott Fairfield Inn  
2400 Town Center Ave  
Viera, FL.  
321-425-2800

Please be advised that there is a launch the following Monday and many hotels are fully booked

**Schedule:**

Pit Load in: Friday night starting at 7pm till we are done setting up the field.  
Saturday morning pits open at 7am.

**6:30: VOLUNTEER CHECK-IN  
AND BREAKFAST**

7am: Registration and pits open  
8:15: Opening Ceremonies  
8:30: Qualifying Matches begin.  
11:30: Lunch (30 min)  
12:00: Matches resume  
2:00: Alliance Selection  
2:30: Finals begin  
5:50: Closing and Awards.

**Food:**

FRC 7431 will have a concession stand open with pizza.

Here are the phone numbers for local fast food if you want anything delivered to your team:

Chick Fil A	321-751-0801
Chipotle	321-639-1830
Dominos	321-254-1166
Jersey Mikes	321-372-0372
Jimmy John's	321-255-0602
Moe's	321-433-3540
Panera	321-504-7250
Papa John's	321-751-7272
Pizza Gallery	321-633-0397



**Outreach:**

Dirty Mechanics are doing a cereal drive, see attached flyer

**Awards (FRC):**

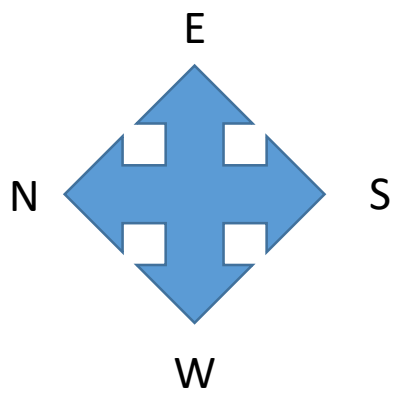
The only awards this year are WINNER Banners but I would be happy to work with your team for a little judge whispering training.

**PLEASE BRING SAFETY GLASSES, EXTENSION CORDS  
AND POWER STRIPS** (we don't have enough)

CAFETERIA *for coaches meetings*

Load-in/Load-out

Load-in/Load-out



Volunteer Room	room 3-114
Judge/Interviews	room 2-101
Team Workshops	room 2-102
"Quiet" Zone	room 2-103

2. (untitled)

1. **Applicant Information-**

**What is the event title?**

Red Bull Foam Wreckers

3. (untitled)

2. **Applicant Contact Information-**

**Organization Name**

Red Bull North America

**First Name**

Kacey

**Last Name**

Meagher

**Job Title**

Event Marketing Manager

**Mailing Address**

380 NW 27 Street

**Apt/Suite/Office**

-

**City**

Miami

**State**

FL

**Zip**

33127

**Country**

**Email Address**

kacey.meagher@redbull.com

**Phone Number**

9544489014

**Mobile Phone**

9544489014

**Website URL**

redbull.com

**Website URL**

#### 4. (untitled)

### 3. Event Information-

**How many days will your event be held?**

1

### 4. Event Information-

**Please indicate your desired first day of the event.....**

11/04/2023

#### 5. (untitled)

### 5. Please describe your event (type of sport, format, qualifying criteria, ages, etc).

Participatory Foam Top Surf Event. 1 Stop of a 13 stop national tour. 16+, open to all abilities, pros will also be on site

#### 6. (untitled)

### 6. Where is the location and name of the facility of your event?

Coconuts

### 7. Has your location, venue or facility been secured?

Yes

#### 7. Estimated Event Attendance

### 8. Total Participants (competitors, coaches, trainers, officials, etc...)

**How many total participants are expected to attend your event?**

Out-of-State Participants : 55

Overnight In-State Participants : 75

Day Trip In-State Participants : 40

**9. Total Spectators (fans, family, friends, etc...)**

**How many total spectators are expected to attend your event?**

Out-of-State Spectators : 50

Overnight In-State Spectators : 50

Day Trip In-State Spectators : 125

**10. Total Media (Reporters, TV, News Outlets, etc...)**

**How many total Media are expected to attend your event?**

Out-of-State Media : 2

Overnight In-State Media : 3

Day Trip In-State Media : 6

**8. (untitled)**

**11. How much event grant support are you requesting?**

5,000

**12. What is the purpose of the financial support?**

Marketing and public relations

Other - please specify: na

**9. (untitled)**

**13. What is the projected total number of paid room nights for your event?**

200

**14. Have you secured hotel and/or lodging partners?**

No

**Please provide the name(s) and locations of your hotel and/or lodging partners:**

**10. (untitled)**

**15. EVENT HISTORY (REQUIRED)**

**Tell us about your event history by providing the following in a Word or PDF document.**

**Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:**

**Previous location & dates**

**Reference name & contact information**

**Total out-of-county participates**

**Total number of room nights**

[About.docx](#)

11. (untitled)

---

16. As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are REQUIRED to provide a certificate of insurance no less than 30 days prior to the start of the event.*

Yes

12. (untitled)

---

17.

### ATTESTATION

I attest that I have full authority to execute this grant request and that all information in the grant application is true and correct. I further attest that I have read and understand the grant guidelines and will comply with the requirements of the grant and contract, if awarded.



Signature of: Kacey Meagher

13. (untitled)

---

18. **SPECIAL MESSAGE:**

You have now completed all of the application questions. The next slide is the space for you to upload the required (4) attachments which includes your event location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.

*If you are not able to upload the required (4) attachments please email your (4) documents to [Terrence.Parks@VisitSpaceCoast.com](mailto:Terrence.Parks@VisitSpaceCoast.com).*

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#### 14. (untitled)

---

##### **19. Required Attachments:**

Please label each with appropriate attachment number.

Label as Attachment (1) - Event Location Map

Label as Attachment (2) - Event Plan, Timeline or Schedule

Label as Attachment (3) - Event Budget

Label as Attachment (4) - Event Marketing Plan

[Event\\_Budget.pdf](#)

[Event\\_Marketing\\_Plan.docx](#)

[Event\\_Plan,\\_Timeline\\_and\\_Schedule.docx](#)

[Event\\_Location\\_Map.pdf](#)

#### 15. Thank You!

---

##### **New Send Email**

Mar 15, 2023 11:59:16 Success: Email Sent to: kacey.meagher@redbull.com

Red Bull Foam Wreckers		2023	
	BUDGET	ACTUAL	DIFFERENCE
Operations			
Sound	\$ 350.00		
Tents	\$ 250.00		
Riser	\$ 3,500.00		
Infrastructrure	\$ 2,000.00		
Police	\$ 1,000.00		
EMS	\$ 1,000.00		
Permitting	\$ 1,000.00		
Staffing			
Comp Director	\$ 2,500.00		
Food	\$ 450.00		
Hotel	\$ 3,500.00		
Judges	\$ 1,000.00		
DJ	\$ 400.00		
MC	\$ 250.00		
Tommy	\$ 1,200.00		
Nate	\$ -		
Lunch	\$ 500.00		
Athlete			
After Party	\$ 500.00		
Giveaways	\$ 6,500.00		
Trophies	\$ 1,000.00		
Marketing			
Collateral	\$ 500.00		
Gas Cards	\$ 350.00		
Window Wrap	\$ 1,000.00		
Signage	\$ 1,000.00		
TOTAL		\$ 29,750.00	



Red Bull Foam Wreckers Cocoa Beach will be returning for it's 3<sup>rd</sup> year in Cocoa Beach at Coconuts. In addition to this stop, there are 6 others confirmed with a minimum of 5 more being added to the 2023 calendar. In 2022, we maxed out the field at 128 and had a waitlist of over 50 people that arrived on site the morning of to attempt to be an alternate. In addition to the surfers, Red Bull bring in over 30 people from out of the county to help run, judge, market and promote the event for a few days leading up to the event. In 2022, Red Bull paid for over 75 room nights – and this does not include any participants or spectators.

<https://www.redbull.com/us-en/event-series/foam-wreckers/>

Free Surf Area

Competition Area

Free Surf Area

Gurl  
Gang



MC/Heat  
Check In



Score Keepers

Judges



FAU/  
IWS



Wigwam



Parasol



Barrel Cooler



Catch Board Stamping



Table

Confidential – not for external distribution

**Red Bull Internal Marketing**

- Reach 20K 16-24 year olds through 750 direct sampling, 250 through seeding and 4 collegiate SOLs
- Distribute 550 physical flyers
- Push 10K digital flyers through partners, OLs, etc
  - Barstool sports 53.2k, Andi\_Zavalla 4,956k, Surfucf 1,889k, Josh 1,120
- Strategic sampling missions in Cocoa Beach, New Smyrna, Daytona, Orlando, Fort Lauderdale, Deerfield, Miami, Tampa

**Athlete Marketing**

- All Red Bull athletes post about event and their attendance

**Local Marketing**

- Create mural on the side of coconuts two months out leading up to the event
- Window Wrap at Catalyst Surf

**Communications**

- Local news stations on site Friday



Friday, Nov 3

- All Day
- 7P-9P

Saturday, Nov 4

- 8A-9A
- 9A-1P
- 1:15P-1:40P
- 1:45P-2:45P
- 2:45P-3:30P
- 3:35P- 4:05P
- Following awards

Set up

Optional Check in at Coconuts on the Beach (by the Tiki)

Check In Open (on beach to the right of stage)

Prelims

GURF GANG Women's Surf Lesson

Semis

Expression Session

Finals / Awards

After Party at Coconuts on the Beach

2. (untitled)

1. **Applicant Information-**

**What is the event title?**

Gateway to Space 5K/10K

3. (untitled)

2. **Applicant Contact Information-**

**Organization Name**

American Cancer Society, Inc.

**First Name**

Michelle

**Last Name**

Oesterle

**Job Title**

Senior Development Manager

**Mailing Address**

PO Box 17127

**Apt/Suite/Office**

-

**City**

Tampa

**State**

FL

**Zip**

33682

**Country**

**Email Address**

michelle.oesterle@cancer.org

**Phone Number**

6892084881

**Mobile Phone**

3053218250

**Website URL**

runsignup.com/gatewaytospace

**Website URL**

4. (untitled)

3. **Event Information-**

**How many days will your event be held?**

1

4. **Event Information-**

**Please indicate your desired first day of the event.....**

03/02/2024

5. (untitled)

5. **Please describe your event (type of sport, format, qualifying criteria, ages, etc).**

Gateway to Space 5K/10K is a race at the Space Florida Launch and Landing Facility. It became certified by USATF in early 2023 so we expect more runners in the years to come (this certification lasts for 10 years) since this helps them qualify for marathons. Participants must be at least 12 years old and United States citizens. All participants will receive a race shirt and finisher medal.

6. (untitled)

6. **Where is the location and name of the facility of your event?**

Space Florida Launch and Landing Facility, Kennedy Space Center

7. **Has your location, venue or facility been secured?**

Yes

7. **Estimated Event Attendance**

8. **Total Participants (competitors, coaches, trainers, officials, etc...)**

**How many total participants are expected to attend your event?**

Out-of-State Participants : 500

Overnight In-State Participants : 250  
Day Trip In-State Participants : 250

#### 9. Total Spectators (fans, family, friends, etc...)

How many total spectators are expected to attend your event?

Out-of-State Spectators : 0  
Overnight In-State Spectators : 0  
Day Trip In-State Spectators : 0

#### 10. Total Media (Reporters, TV, News Outlets, etc...)

How many total Media are expected to attend your event?

Out-of-State Media : 0  
Overnight In-State Media : 0  
Day Trip In-State Media : 2

#### 8. (untitled)

##### 11. How much event grant support are you requesting?

7500

##### 12. What is the purpose of the financial support?

Paid advertising and media buys outside of Brevard County  
Site fees/costs (contract help, etc)  
Marketing and public relations  
Promotions

#### 9. (untitled)

##### 13. What is the projected total number of paid room nights for your event?

225

##### 14. Have you secured hotel and/or lodging partners?

No

Please provide the name(s) and locations of your hotel and/or lodging partners:

#### 10. (untitled)

##### 15. EVENT HISTORY (REQUIRED)

Tell us about your event history by providing the following in a Word or PDF document.

Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:

Previous location & dates  
Reference name & contact information  
Total out-of-county participates

Total number of room nights

[2023\\_Event\\_History.pdf](#)

11. (untitled)

16. As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are REQUIRED to provide a certificate of insurance no less than 30 days prior to the start of the event.*

Yes

12. (untitled)

17.

**ATTESTATION**

I attest that I have full authority to execute this grant request and that all information in the grant application is true and correct. I further attest that I have read and understand the grant guidelines and will comply with the requirements of the grant and contract, if awarded.



Signature of: Michelle Oesterle

13. (untitled)

18. **SPECIAL MESSAGE:**

You have now completed all of the application questions. The next slide is the space for you to upload the required (4) attachments which includes your event location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.

*If you are not able to upload the required (4) attachments please email your (4)*



***documents to Terrence.Parks@VisitSpaceCoast.com.***

**It is mandatory that all applications are completed online and the required (4) attachments are submitted by uploading with the application or delivered to the Tourism Development Office by 5pm on March 15, 2023, no late arrivals will be accepted.**

**The below text box may be used to communicate anything that you need to tell us about your application.**

Am I able to submit the hotel nights for out-of-county participants at a later date? Our event was just this past weekend and we're still compiling all the info from the surveys we gave to our participants?

#### 14. (untitled)

---

##### **19. Required Attachments:**

**Please label each with appropriate attachment number.**

**Label as Attachment (1) - Event Location Map**

**Label as Attachment (2) - Event Plan, Timeline or Schedule**

**Label as Attachment (3) - Event Budget**

**Label as Attachment (4) - Event Marketing Plan**

[Gateway\\_to\\_Space\\_Site\\_Map.pdf](#)

[Gateway\\_to\\_Space\\_2024\\_Event\\_Plan.pdf](#)

[Gateway\\_to\\_Space\\_2024\\_Event\\_Budget.pdf](#)

[Gateway\\_to\\_Space\\_2024\\_Marketing\\_Plan.pdf](#)

#### 15. Thank You!

---

##### **New Send Email**

Mar 14, 2023 20:03:39 Success: Email Sent to: michelle.oesterle@cancer.org

2024 Gateway to Space

Event Budget

<b>EXPENSE</b>	<b>BUDGET</b>
Race Medals	\$4,000
Participant Shirts	\$6,000
Transportation and Security	\$10,000
Portable Toilets /Tables /Tents	\$2,000
Printed Marketing Materials	\$1,500
Online Marketing and Ads	\$5,000
Race Management Fees	\$8,500
Staff Hotel	\$1,000
<b>Estimated Total</b>	<b>\$38,000</b>
<b>REVENUE</b>	
Race Fees	\$65,000
Fundraising	\$20,000
Matching Gift	\$2,000
Sponsorship	\$25,000
Grants/Other	\$10,000
<b>Estimated Gross Total/Goal</b>	<b>\$122,000</b>

## 2024 Gateway to Space

### Event Plan

#### March 12, 2023

- 2024 website launches and registration opens for 2024 event at a discounted rate
- This is advertised through email and SMS messaging
- Reach out to local hotels about reserving a room block

#### Spring 2023

- Advertise to recruit committee members – direct mail, email, and SMS messaging – this will help broaden our potential participant audience
- Follow up with hotels about reserving a room block

#### Summer 2023

- Share event information with running clubs – local ones and ones throughout Florida
- Share event information with other ACS Determination events across the nation
- Follow up/confirm room blocks with local hotels

#### Fall 2023

- Nationwide Social Media Campaign #1 - 2-3 promotional videos created with \$1500 budget
- Arrange a special package for visitors at the Kennedy Space Center Visitors Complex (discounted/free tickets to KSC over race weekend)

#### Winter 2023

- Arrange for packet pickup to take place at a local hotel partner

#### February 2024

- Nationwide Social Media Campaign #2 - 2-3 promotional videos created with \$2500 budget
- SMS text messaging campaign to Nationwide Endurance participants (20,000+)

#### March 1, 2024

- Packet pickup from 10:00 a.m. to 6:30 p.m. (location and activities TBD)

#### March 2, 2024

- Event Day
  - 5:00 a.m. – gates at Kennedy Space Center Visitor Complex open; set up
  - 5:45 a.m. – first bus of volunteers leaves for Launch and Landing Facility
  - 6:00 a.m. – participant check-in begins
  - 6:15 a.m. – first participant bus leaves
  - 7:00 a.m. – gates at Kennedy Space Center Visitor Complex close; last bus leaves once all participants are checked in

- 7:00 a.m. – opening ceremony starts
- 8:00 a.m. – race starts
- 9:20 a.m. – awards presentation starts; buses start transporting participants off site
- 10:45 a.m. – clean-up begins

**Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:**

Event: Gateway to Space 5K/10K

March 11, 2023

Space Florida Launch and Landing Facility, Kennedy Space Center

Kelly Dollarhide, Spaceport Manager, kdollarhide@spaceflorida.gov

Total Out-of-County Participants: 493

Total Number of Room Nights: We're still collecting this data. Our event took place only four days before the grant application's due date.

Event: Making Strides Against Breast Cancer Brevard

October 22, 2022

The Avenue Viera

Daisy Pickett, Marketing Coordinator, dpickett@poagllc.com

Total Out-of-County Participants: 55

Total Number of Room Nights: We don't collect this data since this event is geared towards Brevard residents.

Event: Gateway to Space 5K/10K

April 2, 2022

Space Florida Launch and Landing Facility, Kennedy Space Center

Jimmy Moffitt, Launch and Flight Operations, jmoffitt@spaceflorida.gov

Total Out-of-County Participants: 515

Total Number of Room Nights: 188 (hotel); 76 (AirBnB/VRBO); 42 (family/friend/other)

## American Cancer Society

### GATEWAY TO SPACE 5K/10K

#### 2024 Marketing Plan

##### Background Information:

- This will be the 8<sup>th</sup> year of this event. ACS partners with Space Florida to hold this exclusive event on the Space Florida Launch and Landing Facility. Last year's event took place during spring break, so we did not see the amount of participants we expected with about 830 registered for the event.

##### Objective:

- The Gateway to Space 5K/10K is a fundraising event to raise money to support the American Cancer Society's mission: to save lives, celebrate lives and lead the fight for a world without cancer. Our fundraising events are key to fighting for our mission and building a supportive cancer community. Our community events and patient services are funded entirely by donations, sponsorships and grants.

##### Goal:

- The goal for 2024 is to raise \$100,000 in gross revenue with about 1,000 participants.

##### Strategy:

- Marketing efforts will increase from a regional to national level since we are now a part of the ACS Determination Endurance umbrella, which will give us more national exposure. We are also now a USATF-certified race, which is appealing to those runners who need race times to qualify for major races, such as the Boston Marathon. We will continue to send emails to participants, as well as prospective participants, as well as send out texts through an SMS campaign and have social media advertising campaigns. We have been in talks with both FOX and WESH about advertising our event.
- A lot of our participants expressed an interest in being able to spend the day at the Kennedy Space Center Visitor Complex, so our plan is to talk to them about offering discounted (or free) tickets to race participants. We would also like to host an event (carb-up pasta party) at a local hotel the Friday before our event. This hotel would be the location of packet pickup. We've already reached out to local hotels to try to solidify something. We have also tossed around the idea of a VIP experience, which would involve no wait in lines and possibly a breakfast the morning of the race.
- We also plan to reach out to Brevard Zoo to see about offering a special so that participants stay the weekend in Brevard and visit the zoo on Saturday or Sunday.

Parking and Registration – KSC Visitor Complex. Participants will check in here and then catch a bus to the Space Florida Launch and Landing Facility.

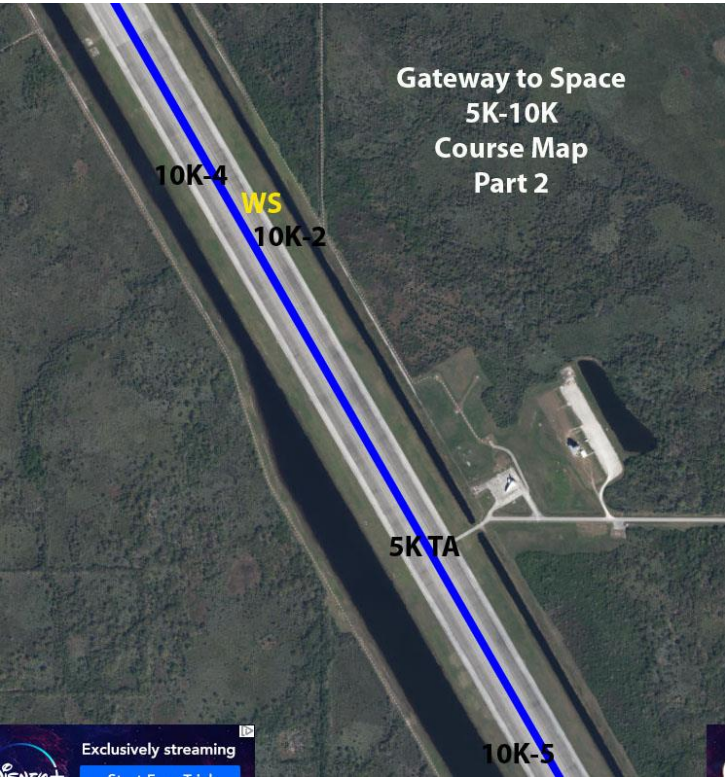


Start/Finish Line and Sponsor Area





Race Route – on Shuttle Landing Strip





2. (untitled)

1. **Applicant Information-**

**What is the event title?**

Florida Marathon Weekend

3. (untitled)

2. **Applicant Contact Information-**

**Organization Name**

Smooth Running, LLC

**First Name**

Mitch

**Last Name**

Varnes

**Job Title**

Principal

**Mailing Address**

660 Cinnamon Ct.

**Apt/Suite/Office**

n/a

**City**

Satellite Beach

**State**

Florida

**Zip**

32937

**Country**

**Email Address**

mitchvarnes@gmail.com

**Phone Number**

13217597200

**Mobile Phone**

3217597200

**Website URL**

www.thefloridamarathon.com

**Website URL**

4. (untitled)

3. **Event Information-**

**How many days will your event be held?**

2

4. **Event Information-**

**Please indicate your desired first day of the event.....**

02/10/2024

5. (untitled)

5. **Please describe your event (type of sport, format, qualifying criteria, ages, etc).**

The Florida Marathon Weekend is the largest distance running event from Central Brevard south through Martin County. It is entering its 16th year, and is embraced as Melbourne's Signature Sporting event. Not another race in Florida has so many race distance options -- 5k, 10k, 1/2 marathon, marathon and kids run -- on the same day. Our race showcases Melbourne and its beaches with the course beginning in downtown Melbourne, south along US1, through old Eau Gallie neighborhoods, across the Eau Gallie Causeway, south on Indialantic's Riverside Drive and across the Melbourne Causeway before finishing in the Downtown Melbourne riverfront. Our course is beautiful. Runner's World Magazine has named it as "One of America's Top 10 Bucket List Waterfront Races."

Additionally, our wintertime race date makes this a very desirable destination for runners living north and outside of Florida and the USA. We have seen such out of area runners build local multi-day vacations around our race.

6. (untitled)

6. **Where is the location and name of the facility of your event?**

Front Street Park is the event base.

7. **Has your location, venue or facility been secured?**

Yes

## 7. Estimated Event Attendance

---

### 8. Total Participants (competitors, coaches, trainers, officials, etc...)

How many total participants are expected to attend your event?

Out-of-State Participants : 700

Overnight In-State Participants : 500

Day Trip In-State Participants : 600

### 9. Total Spectators (fans, family, friends, etc...)

How many total spectators are expected to attend your event?

Out-of-State Spectators : 1050

Overnight In-State Spectators : 750

Day Trip In-State Spectators : 900

### 10. Total Media (Reporters, TV, News Outlets, etc...)

How many total Media are expected to attend your event?

Out-of-State Media : 2

Overnight In-State Media : 2

Day Trip In-State Media : 2

## 8. (untitled)

---

### 11. How much event grant support are you requesting?

20,000.00

### 12. What is the purpose of the financial support?

Site fees/costs (contract help, etc)

Non-monetary awards (medals, ribbons, plaques, etc)

Sanction fees

## 9. (untitled)

---

### 13. What is the projected total number of paid room nights for your event?

1200

### 14. Have you secured hotel and/or lodging partners?

Yes

### 15. Please provide the name(s) and locations of your hotel and/or lodging partners:

Melby in Downtown Melbourne, Super 8 in Downtown Melbourne, Crowne Plaza Indialantic, Hilton Melbourne Beach, Doubletree Indialantic, Courtyard by Marriott in West Melbourne, Residence Inn in Melbourne.

## 10. (untitled)

---

### 16. EVENT HISTORY (REQUIRED)

Tell us about your event history by providing the following in a Word or PDF document.

Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:

Previous location & dates

Reference name & contact information

Total out-of-county participates

Total number of room nights

[Florida\\_Marathon\\_2024\\_TDC\\_grant\\_historic\\_info\\_and\\_room\\_projections.docx](#)

### 11. (untitled)

17. As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are REQUIRED to provide a certificate of insurance no less than 30 days prior to the start of the event.*

Yes

### 12. (untitled)

18.

#### ATTESTATION

I attest that I have full authority to execute this grant request and that all information in the grant application is true and correct. I further attest that I have read and understand the grant guidelines and will comply with the requirements of the grant and contract, if awarded.



Signature of: Mitch Varnes

### 13. (untitled)

19. **SPECIAL MESSAGE:**

You have now completed all of the application questions. The next slide is the space for you to upload the required (4) attachments which includes your event

location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.

*If you are not able to upload the required (4) attachments please email your (4) documents to [Terrence.Parks@VisitSpaceCoast.com](mailto:Terrence.Parks@VisitSpaceCoast.com).*

It is mandatory that all applications are completed online and the required (4) attachments are submitted by uploading with the application or delivered to the Tourism Development Office by 5pm on March 15, 2023, no late arrivals will be accepted.

The below text box may be used to communicate anything that you need to tell us about your application.

The Space Coast Tourism office's support was instrumental in the establishment of this race and in its ongoing success. With miles of closures of road lanes on US1, the Eau Gallie Causeway, Riverside Drive and the Melbourne Causeway, it is an expensive race to produce but one that shows off much of the beauty of our county. Operational costs have gone up significantly over the past two years, and the support of the Tourism Office is as necessary as ever for its continued success. Runners aside, we have created a much anticipated community event with residents coming out to cheer runners on and even to create their own water and music stations along its route.

We are inclusive and reach out to increase our field and to bring more runners and their loved ones to the Space Coast.

Our February 2023 races were statewide meet-ups for the Run Latinas group and Marathon Maniacs.

We are extremely proud that this past year's race was the very first running event in the nation to include a Neurodivergent race category with awards and recognition for these athletes.

We fill more hotel rooms than any one event in South Brevard and are asking for the full support of the tourism office with a request for a \$20,000.00 grant.

Thank you.

## 14. (untitled)

### 20. Required Attachments:

Please label each with appropriate attachment number.

Label as Attachment (1) - Event Location Map

Label as Attachment (2) - Event Plan, Timeline or Schedule

Label as Attachment (3) - Event Budget

Label as Attachment (4) - Event Marketing Plan

[Florida\\_Marathon\\_2024\\_ads\\_and\\_marketing\\_plan\\_for\\_TDC.docx](#)

[florida\\_marathon\\_2024\\_budget\\_attachment\\_for\\_TDC.docx](#)

[Florida\\_Marathon\\_Map\\_and\\_Route.pdf](#)

[Florida\\_Marathon\\_2024\\_timeline\\_and\\_plan.docx](#)

## 15. Thank You!

### New Send Email

Mar 14, 2023 04:45:23 Success: Email Sent to: mitchvarnes@gmail.com

**FLORIDA MARATHON WEEKEND / FEBRUARY 10 & 11, 2024 / MELBOURNE & INDIAN LANTIC**

**Attachment 3 / Planned Event Budget Costs**

**\*\* Based on February 2023 event**

---

**\$6,600 – Site Fee**

**\$12,600 – Melbourne & Sheriff's police support, EMT & Medical Support**

**\$5,400 – Stage & tent rentals**

**\$2,500 – Melbourne facility rentals**

**\$15,600 – Coning & barricading**

**\$1,600 – Florida Department of Transportation fees/MOT traffic control plans**

**\$1,200 – Insurance**

**\$8,000 – Announcer, DJs and on course entertainment**

**\$24,000 – Shirts, hats to all runners and volunteers**

**\$8,000 – Finisher medals**

**\$3,000 – Bus rentals**

**\$22,000 – Advertising and marketing**

**\$5,000 – Signage and marketing cards**

**\$4,000 – Awards**

**\$6,800 – Timing**

**\$600 – Private overnight security**

**\$8,000 – Event Staffing**

**\$1,600 – Staff and Official Judges Lodging**

**\$5,300 – Post-race food for athletes and volunteers**

**\$1,100 – USA Track & Field Sanction fee**

**\$6,160 – Equipment, generators, light towers & vehicle rentals**

**\$5,000 – Miscellaneous expenses**

**\$600 – Course officials**

**\$600 – Waste Management**

---

**\$155,260 – Total Projected fees\* (Excluding all pre-event, event and post-event staffing fees)**

---

**Projected Revenues: \$150,000 - \$175,000**

**\*\*Dependent on entrants and sponsorships.**

**Tell us about your event history by providing the following in a Word or PDF document.**

**Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:**

Previous location & dates

Reference name & contact information

Total out-of-county participates

Total number of room nights \*

---

[www.thefloridamarathon.com](http://www.thefloridamarathon.com)

- Since its inception in 2009, the Florida Marathon Weekend has always been based in downtown Melbourne, with the start and finish line occurring there.
- The event has always been held on either the first or second weekend of February.

- Event Director: Mitch Varnes

[mitchvarnes@gmail.com](mailto:mitchvarnes@gmail.com)

[info@thefloridamarathon.com](mailto:info@thefloridamarathon.com)

321-759-7200

- The February 2023 event saw the first notable uptick in entrants since the start of the pandemic and generated 1,133 room nights.
- The February 2021 and 2022 event attendances was largely affected by the pandemic with over 30% fewer runners than on previous average years. Our 2022 race had approximately 900 out of area participants
- 906 area room nights were generated in February 2021 event, according to data supplied by entrants at the time of their online registration.
- 1,013 room nights were generated from the February 2022 event.
- Over 1,200 room nights were generated by the 2020 race.
- The pre-pandemic 2019 Florida Marathon Weekend had about 2,500 total runners.

The 2019 race weekend saw 1,375 runners from out of the county, with almost half of these runners coming from out of state.

- Based on registration polls, over 1,500 room nights were generated by the 2019 race.
-



Over its 15 year history, the race has annually generated an average of more than 1,000 booked room nights.

At its peak from 2009-2018, the race regularly generated more than 2,000 room nights a year.

Outside of the pandemic year of 2020, the event has never previously generated less than 1,100 room nights.

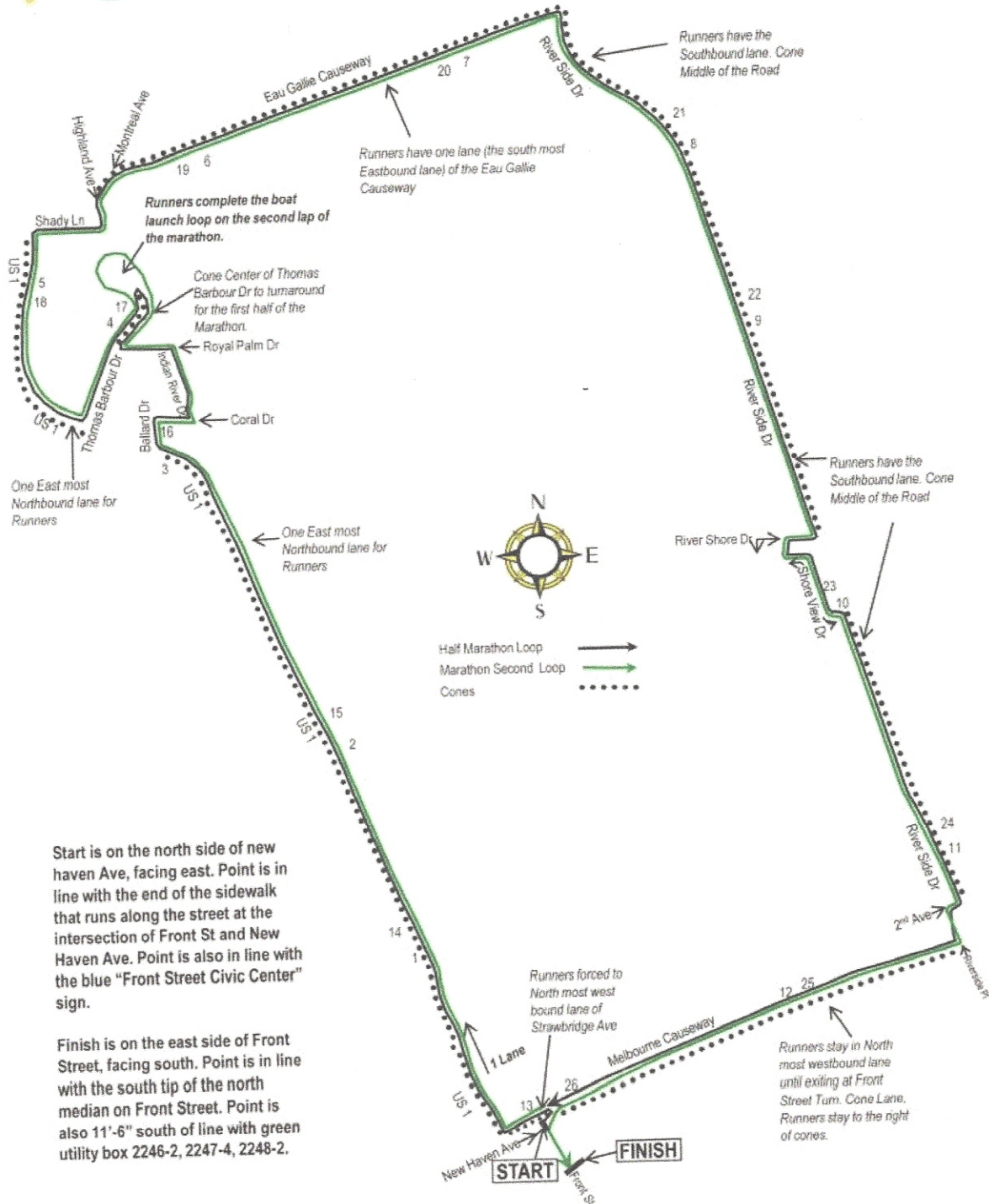
Runners are increasingly coming back to races, but all short of national races are still having smaller fields than their pre-pandemic numbers.

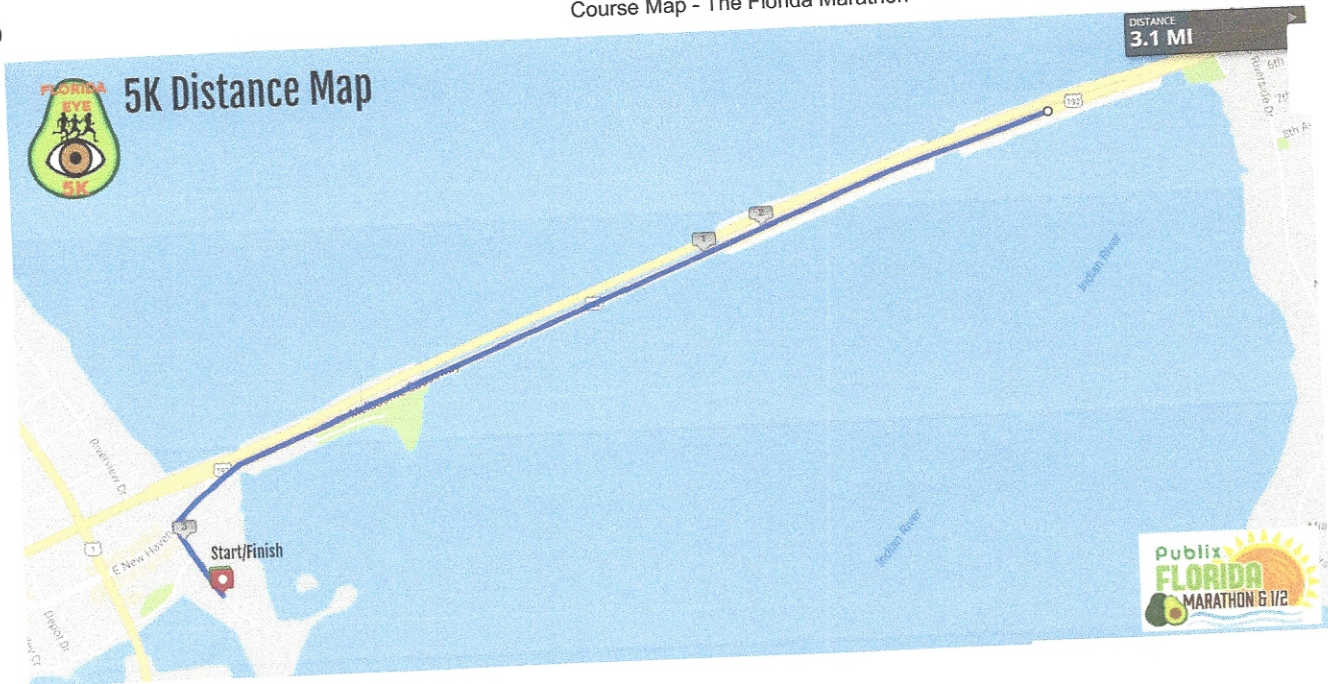
We are optimistic that entry numbers of similar regional races will continue increasing through this year and then possibly getting back to pre-pandemic numbers sometime in 2023.

The Florida Marathon is a fantastic course that showcases some of the most scenic areas of Brevard County. The race enjoys a very good reputation. It is Melbourne's Signature Sporting Event and the biggest sporting event from Central Brevard through Indian River and Martin counties.



# Florida Marathon





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## February 10 & 11, 2024 Florida Marathon Weekend Marketing/Advertising Plan

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### Printed Material:

Smooth Running shall obtain placement in regional magazines, national publications and the following media:

- \* Race applications
- \* Promotional flyers
- \* Publication inserts
- \* Rack cards

\* 100,000+ race flyer inserts to be included in athlete goody bags to be distributed through premiere events including:

Disney's Wine & Dine Half Marathon (25,000 runners and attendees)

Disney Marathon Weekend (25,000 runners)

Gasparilla Half Marathon (15,000 runners)

Atlanta Half Marathon (15,000 runners)

Miami Marathon (15,000 runners)

Orlando OUC Half Marathon (6,000 runners)

Cocoa Beach Half Marathon (2,400 runners)

USA Beach Running Championships (800 runners)

Cocoa Beach Triathlon (800 triathletes)

Shark Bite Half Marathon (1500 runners)

Track Shack series races; Orlando (8,000 runners)

Space Coast Triathlon (400 triathletes) and others.

## Outdoor Signage:

\* 128 sq. feet of Event signage on SR-192 in downtown Melbourne from October 1, 2023 –February 12, 2024. (48,000 daily impressions for total of 5.7 million impressions).

## Florida Marathon Expo Attendance at Other Races:

December 2023 -- OUC Orlando Half Marathon  
January 2023 -- Disney Marathon Weekend  
November 2023 -- Disney Wine & Dine Half Marathon  
October 2023 -- Cocoa Beach 10k/Half Marathon  
January 2024 -- Shark Bite Half Marathon  
Other local and regional races throughout Central Florida

## Print Media Placement

Smooth Running shall obtain placement in regional magazines,  
national publications and local newspapers including, but not limited to the media as listed below:

\* Runner's World (July 2023 – February 2024) Cumulative circulation with pass-through of 6 million readers.

- \* Race Place Magazine -- (Full page ad in winter issue/ Circulation of 33,000)

No less than 6 paid eblasts to Race Place Magazine's 50,000 + list of runners.

Digital Placements:

- \* [www.floridamarathon.com](http://www.floridamarathon.com)

- \* USA Track & Field website

- \* Facebook

(Florida Marathon, Cocoa Beach Half Marathon, USA Beach Running Championships, Run Florida).

- \* Instagram (Smoothrunningorg)

- \* Marathon Maniacs & Half Fanatics (banner ads and advertised Face Book buys) August 2023 – February 2024

- \* Orlando Runners Club (1,200 members) website and newsletter ads

- \* Tampa Runner's monthly newsletter and website (Late summer 2023 through February 2024)

- \* Track Shack newsletter ads and website

## Event At A Glance

**SAT – February 10th, 2024** Health + Fitness Expo 10:00am – 6:00pm – Packet Pick-Up  
Marathon & 1/2 Marathon, 10K & 5K Location –

**FRONT STREET PARK AUDITORIUM** FOR GPS: 2205 Front Street, Melbourne FL 32901

**SUN – February 11th, 2024** 5:00am-6:00am(hard close) Packet Pickup for Full 5:00am-6:20am(hard close) Packet Pickup for Half 6:00am-6:50am(hard close) Packet Pickup for 5K & 10k **Avg. Race day Temp.** Typical race day temperatures range from upper 60s to the mid 80s **Course Profile** Very scenic and mostly flat with four bridge crossings for the full and two for the 1/2 marathon. 12 musical acts. 20 miles of flat straight away route for marathoners and 9 for half-marathoners. Potentially ideal running weather. 7 hour time limit for the marathon, and 5 hour time limit for the half marathon.

## Start Times

**SUN: Marathon - 6:30am – Half  
Marathon 7:00am - 5K + 10K *Times  
May Change Closer To Event***

We are happy to announce that there will be pacers for the half marathon and marathon

**Packet Pick-up Location:** FRONT STREET CIVIC CENTER

**For GPS:** 2205 Front Street, Melbourne 32901

Saturday: 10am-6pm

Sunday: 5:00am to 6:45am (depending on your distance) Last call Full: 6AM Last call Half: 625AM Last call 5K + 10K: 640AM Questions? [support@thefloridamarathon.com](mailto:support@thefloridamarathon.com)

2. (untitled)

1. **Applicant Information-**

**What is the event title?**

Beach 'n Boards Fest

3. (untitled)

2. **Applicant Contact Information-**

**Organization Name**

Beach 'n Boards Fest LLC

**First Name**

MITCH

**Last Name**

VARNES

**Job Title**

Event Director

**Mailing Address**

3850 South Banana River Blvd.

**Apt/Suite/Office**

n/a

**City**

Cocoa Beach

**State**

Florida

**Zip**

32931

**Country**

**Email Address**

mitchvarnes@gmail.com

**Phone Number**



3217597200

**Mobile Phone**

3217597200

**Website URL**

www.beachnboardsfest.com

**Website URL**

4. (untitled)

3. **Event Information-**

**How many days will your event be held?**

5

4. **Event Information-**

**Please indicate your desired first day of the event.....**

03/06/2024

5. (untitled)

5. **Please describe your event (type of sport, format, qualifying criteria, ages, etc).**

We are the largest active lifestyle sporting event in the nation and the largest festival on the Space Coast. We feature the largest pro surfing (sanctioned by World Surf League) contests in Florida, a skateboard half pipe, wakeboarding demos, the largest high school girls beach volleyball tourney in the state, the largest kayak fishing tournament in the state, stand-up-paddleboard races, a one-mile swim race, a 5k run, beach yoga, foilboard races and more. Our target demo is families and youth ages 14 to 24. We are an alcohol and tobacco-free event. There is not another comparable annual event anywhere in the world.

6. (untitled)

6. **Where is the location and name of the facility of your event?**

Shepard Park & Other Areas of Cocoa Beach

7. **Has your location, venue or facility been secured?**

Yes

7. **Estimated Event Attendance**

8. **Total Participants (competitors, coaches, trainers, officials, etc...)**

**How many total participants are expected to attend your event?**

Out-of-State Participants : 300  
Overnight In-State Participants : 500  
Day Trip In-State Participants : 100

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**9. Total Spectators (fans, family, friends, etc...)**

**How many total spectators are expected to attend your event?**

Out-of-State Spectators : 25000  
Overnight In-State Spectators : 15000  
Day Trip In-State Spectators : 10000

---

**10. Total Media (Reporters, TV, News Outlets, etc...)**

**How many total Media are expected to attend your event?**

Out-of-State Media : 5  
Overnight In-State Media : 2  
Day Trip In-State Media : 2

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**8. (untitled)**

**11. How much event grant support are you requesting?**

20,000.00

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**12. What is the purpose of the financial support?**

Site fees/costs (contract help, etc)  
Non-monetary awards (medals, ribbons, plaques, etc)  
Sanction fees

---

**9. (untitled)**

**13. What is the projected total number of paid room nights for your event?**

2000

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**14. Have you secured hotel and/or lodging partners?**

No

---

**Please provide the name(s) and locations of your hotel and/or lodging partners:**

---

**10. (untitled)**

**15. EVENT HISTORY (REQUIRED)**

Tell us about your event history by providing the following in a Word or PDF document.

Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:

Previous location & dates  
Reference name & contact information  
Total out-of-county participates

Total number of room nights

[Beach\\_n\\_Boards\\_Fest\\_Historical\\_Room\\_Data\\_for\\_2024\\_TDC\\_tourism\\_application.docx](#)

11. (untitled)

16. As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are REQUIRED to provide a certificate of insurance no less than 30 days prior to the start of the event.*

Yes

12. (untitled)

17.

**ATTESTATION**

I attest that I have full authority to execute this grant request and that all information in the grant application is true and correct. I further attest that I have read and understand the grant guidelines and will comply with the requirements of the grant and contract, if awarded.



Signature of: Mitch Varnes

13. (untitled)

18. **SPECIAL MESSAGE:**

You have now completed all of the application questions. The next slide is the space for you to upload the required (4) attachments which includes your event location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.

*If you are not able to upload the required (4) attachments please email your (4)*

***documents to Terrence.Parks@VisitSpaceCoast.com.***

**It is mandatory that all applications are completed online and the required (4) attachments are submitted by uploading with the application or delivered to the Tourism Development Office by 5pm on March 15, 2023, no late arrivals will be accepted.**

**The below text box may be used to communicate anything that you need to tell us about your application.**

Beach 'n Boards Fest showcases most all of the outside activities that make the Space Coast so special. We hold our event at the height of college Spring Break and market hard to out of area residents. This is the most unique festival in Florida, and it could not be done in many other places. This year, we had two rocket launches occur during our surfing contests. We believe our event should be fully funded at the \$20,000 grant level and that Beach 'n Boards Fest has more community and tourist value than some of the other events funded at a higher level. The support of the tourism office is paramount and much appreciated. Thank you.

#### 14. (untitled)

##### **19. Required Attachments:**

**Please label each with appropriate attachment number.**

**Label as Attachment (1) - Event Location Map**

**Label as Attachment (2) - Event Plan, Timeline or Schedule**

**Label as Attachment (3) - Event Budget**

**Label as Attachment (4) - Event Marketing Plan**

[Beach\\_n\\_Boards\\_Fest\\_2024\\_projected\\_costs\\_and\\_expenses.docx](#)

[Beach\\_n\\_Boards\\_Fest\\_Site\\_Plan.jpg](#)

[Beach\\_n\\_Boards\\_Fest\\_2024\\_Plan.docx](#)

[Beach\\_n\\_Boards\\_Fest\\_2024\\_\\_ad\\_and\\_marketing\\_buys.docx](#)

[beach\\_n\\_boards\\_2023\\_tower\\_pic.JPG](#)

[beach\\_n\\_boards\\_2023\\_surf\\_winners\\_pic.jpg](#)

[beach\\_n\\_boards\\_fest\\_2023\\_crowd\\_pic.jpg](#)

[beach\\_n\\_boards\\_2023\\_wake\\_pic.jpg](#)

[beach\\_n\\_boards\\_2023\\_female\\_swim\\_winner\\_pic.jpg](#)

[beach\\_n\\_boards\\_2023\\_yoga\\_pic.jpg](#)

#### 15. Thank You!

##### **New Send Email**

Mar 13, 2023 20:30:02 Success: Email Sent to: mitchvarnes@gmail.com

**2024 Beach 'n Boards Fest Projected Costs & Expenses:**

**\*Costs are representative of 2023 event. Actual 2023 costs are uncertain.**

**\$3,745 – Accounting**

**\$30,000 – Advertising**

**\$50,000 – Prize money**

**\$3,000 – Charitable donations for event operational support**

**\$8,800 – Staff, volunteers, athletes meals**

**\$14,800 – Event Insurance**

**\$32,000 – Permitting, City Costs, Police Support, Event Sanctioning & Licensing fees**

**\$14,200 – General Event Supplies, physical prizes, competition apparel and equipment, etc..**

**\$9,700 – Staging/Sound for Surf Tower**

**\$1,000 – Equipment maintenance**

**\$20,800 – Equipment Rentals (skateboard ramp, wakeboard tank, ATVs, Storage PODS, etc..)**

**\$30,000 – Staffing/Professional fees**

**\$16,400 – Hotel costs for staff, judges, referees, surfing officials**

**\$7,500 – Miscellaneous costs**

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**\$241,945.00 -- Projected Costs**

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**Projected Revenue Range: \$140,000 -- \$170,000**

**\*\*This event has no gate and is dependent on sponsorships.**

## Beach 'n Boards Fest Historical Data

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Total out-of-county participants:

- 160 – professional surfing competitors over 5 days
  - 160 – kayak fishing competitors overnight
  - 80 – beach volleyball competitors + families over 3 days
  - 70 – skateboard competitors over 3 days
  - 80 – stand-up paddleboard competitors overnight
  - 50 – foil & kiteboard competitors over 2 days
  - 16 – wakeboard competitors over 3 days
  - 80 – out of county staff, volunteers, sponsors over 5 days
- 

Total number of room nights

**There is not a paid gate, but we conservatively estimate we have netted at least 2,000 room nights countywide EACH YEAR over the 5 day period of Beach 'n Boards Fest.**

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**Allocating for shared rooms specifically from/among our out of area competitors, sponsors, volunteers and contractors, we can quantify approximately 1,100 room nights.**

**We average 40,000 + spectators over the course of our 5 day event.**

**The 2023 Event had more than 50,000 spectators.**

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**The event has been held at Shepard Park and the riverfront areas of Cocoa Beach each year. We rent out more than 80% of all parking spaces and the park for our event. Beachfront activities extend outside both the north and south boundaries of the park.**

**Contact:**

**Mitch Varnes**

[mitchvarnes@gmail.com](mailto:mitchvarnes@gmail.com)

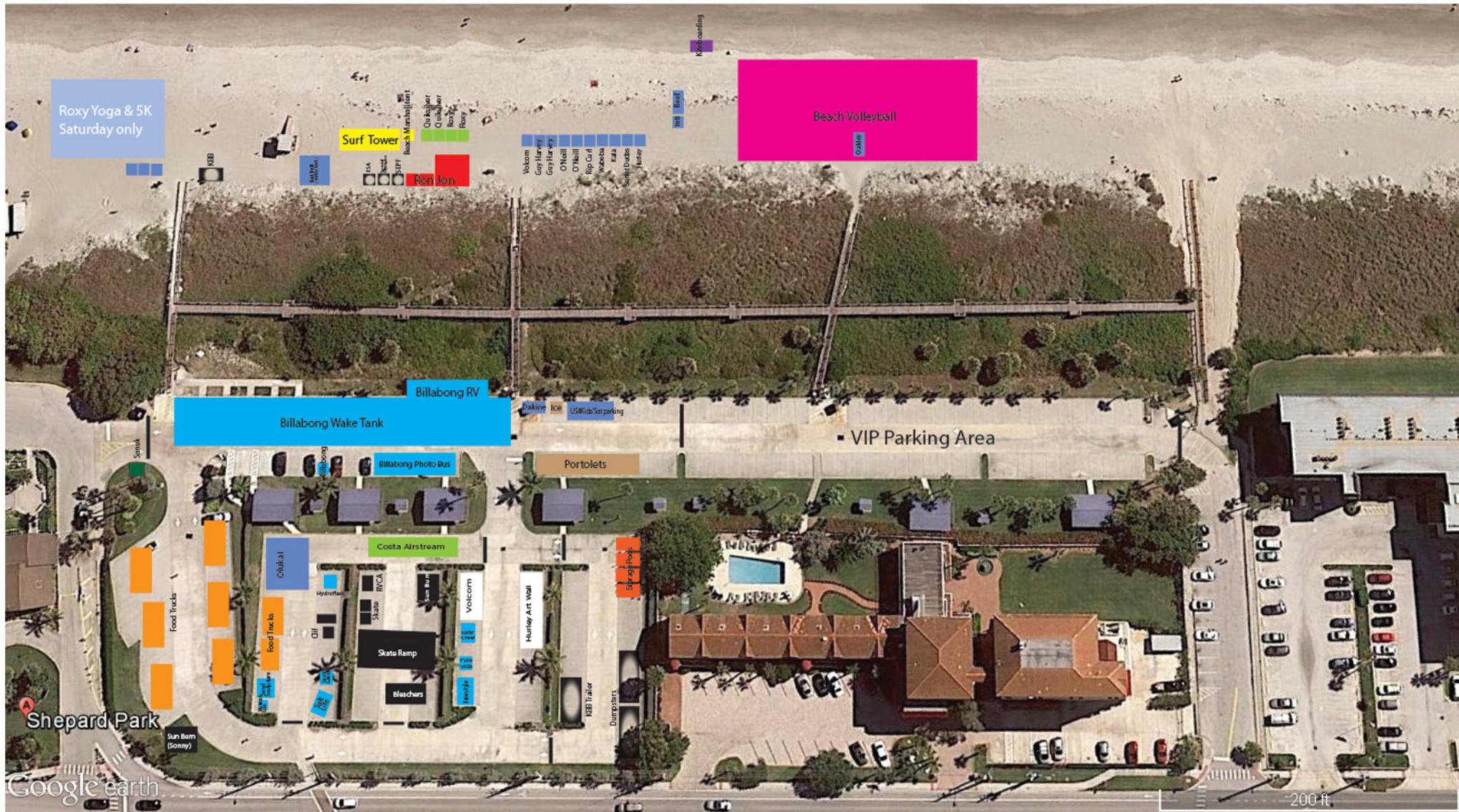
**321-759-7200**

Several types of media are used to market Beach 'n Boards Fest; including:

- Billboards
- Banner-flying airplanes
- Digital and print college newspaper ads
- Target digital marketing via Face Book, Instagram, SnapChat and other social media.
- Geo Targeted ads in days before and during the event
- More than 100,000 marketing cards are also distributed throughout Central Florida months before the actual event.
- Ads in college newspapers both online and print – USF Oracle, University of Florida Independent Alligator, UCF



# Ron Jon Beach 'N Boards Fest - 2020 Site Plan





2. (untitled)

1. **Applicant Information-**

**What is the event title?**

Cocoa Beach Half Marathon

3. (untitled)

2. **Applicant Contact Information-**

**Organization Name**

Smooth Running, LLC

**First Name**

Mitch

**Last Name**

Varnes

**Job Title**

Principal

**Mailing Address**

660 Cinnamon Court, n/a

**Apt/Suite/Office**

n/a

**City**

Satellite Beach

**State**

FL

**Zip**

32937

**Country**

**Email Address**

mitchvarnes@gmail.com

**Phone Number**

3217597200

**Mobile Phone**

3217597200

**Website URL**

www.runcocoabeach.com

**Website URL**

#### 4. (untitled)

### 3. Event Information-

**How many days will your event be held?**

1

### 4. Event Information-

**Please indicate your desired first day of the event.....**

10/22/2023

#### 5. (untitled)

### 5. Please describe your event (type of sport, format, qualifying criteria, ages, etc).

This is the 9th Annual Cocoa Beach Half Marathon, which is the largest participant distance running event held completely on the beachside of the Space Coast. The race attracts lots of out of towners and has an "Icons of the Space Coast" theme.

#### 6. (untitled)

### 6. Where is the location and name of the facility of your event?

A1A , the beach and Lori Wilson Park

### 7. Has your location, venue or facility been secured?

Yes

#### 7. Estimated Event Attendance

### 8. Total Participants (competitors, coaches, trainers, officials, etc...)

**How many total participants are expected to attend your event?**

Out-of-State Participants : 600

Overnight In-State Participants : 400

Day Trip In-State Participants : 500

**9. Total Spectators (fans, family, friends, etc...)**

**How many total spectators are expected to attend your event?**

Out-of-State Spectators : 1000

Overnight In-State Spectators : 400

Day Trip In-State Spectators : 500

**10. Total Media (Reporters, TV, News Outlets, etc...)**

**How many total Media are expected to attend your event?**

Out-of-State Media : 2

Overnight In-State Media : 2

Day Trip In-State Media : 2

**8. (untitled)**

**11. How much event grant support are you requesting?**

18,000

**12. What is the purpose of the financial support?**

Paid advertising and media buys outside of Brevard County

Site fees/costs (contract help, etc)

Non-monetary awards (medals, ribbons, plaques, etc)

**9. (untitled)**

**13. What is the projected total number of paid room nights for your event?**

1150

**14. Have you secured hotel and/or lodging partners?**

No

**Please provide the name(s) and locations of your hotel and/or lodging partners:**

**10. (untitled)**

**15. EVENT HISTORY (REQUIRED)**

**Tell us about your event history by providing the following in a Word or PDF document.**

**Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:**

**Previous location & dates**

**Reference name & contact information**

**Total out-of-county participates**

**Total number of room nights**

[Cocoa\\_Beach\\_Half\\_Marathon\\_5\\_year\\_history\\_for\\_2023\\_tourism\\_grant\\_application.docx](#)

11. (untitled)

---

16. As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are REQUIRED to provide a certificate of insurance no less than 30 days prior to the start of the event.*

Yes

12. (untitled)

---

17.

### ATTESTATION

I attest that I have full authority to execute this grant request and that all information in the grant application is true and correct. I further attest that I have read and understand the grant guidelines and will comply with the requirements of the grant and contract, if awarded.



Signature of: Mitch Varnes

13. (untitled)

---

18. **SPECIAL MESSAGE:**

You have now completed all of the application questions. The next slide is the space for you to upload the required (4) attachments which includes your event location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.

*If you are not able to upload the required (4) attachments please email your (4) documents to [Terrence.Parks@VisitSpaceCoast.com](mailto:Terrence.Parks@VisitSpaceCoast.com).*

It is mandatory that all applications are completed online and the required (4)

attachments are submitted by uploading with the application or delivered to the Tourism Development Office by 5pm on March 15, 2023, no late arrivals will be accepted.

The below text box may be used to communicate anything that you need to tell us about your application.

This is the Signature Sporting Event of Cocoa Beach and draws significantly more out of towners than locals. Costs of the event production have gone up significantly since the pandemic. For example, road closure and barricade costs are up 120% since 2019, police costs are up over 30%, Shirt, medals and shipping costs are all up more than 25 percent in the past two years. The support of the Tourism Office is needed and has a significant impact on the success of the overall event.

#### 14. (untitled)

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##### **19. Required Attachments:**

Please label each with appropriate attachment number.

Label as Attachment (1) - Event Location Map

Label as Attachment (2) - Event Plan, Timeline or Schedule

Label as Attachment (3) - Event Budget

Label as Attachment (4) - Event Marketing Plan

[cocoa\\_beach\\_half\\_2022\\_jeannie\\_on\\_course.jpg](#)

[Cocoa\\_Beach\\_Half\\_Map.jpg](#)

[cocoa\\_beach\\_10\\_course\\_map.png](#)

[Cocoa\\_Beach\\_half\\_plan\\_and\\_timeline\\_2023.docx](#)

[Cocoa\\_Beach\\_Half\\_Marathon\\_2023\\_Projected\\_Budget\\_for\\_Tourism\\_Grant\\_Application.docx](#)

[Cocoa\\_Beach\\_Half\\_Marathon\\_2023\\_marketing\\_and\\_strategy\\_plan\\_for\\_tourism\\_office.docx](#)

[cb\\_10k\\_2022\\_finish\\_line\\_1.jpg](#)

#### 15. Thank You!

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##### **New Send Email**

Mar 13, 2023 18:25:07 Success: Email Sent to: mitchvarnes@gmail.com

## **2023 Cocoa Beach Half Marathon / 10k**

### **PROPOSED BUDGET**

\$10,000 – Advertising and Marketing

\$8,000 – Police support

\$5,000 – Buses to transport runners from finish line 9 miles north to starting line

\$13,000 – Barricades, Cones and traffic support

\$600 – Permits

\$1,000 – Sanctioning and insurance

\$6,000 – Food and course amenities

\$3,000 – On Course entertainment and emcees

\$14,000 – Shirts provided to entrants and volunteers

\$5,000 – Race hats provided to entrants

\$4,000 – New signage and banners

\$1,500 – Tents for course and finish line

\$400 – Chair and table rentals

\$800 – Light tower rentals

\$9,000 – finisher medals

\$3,500 – Awards

\$3,000 – Finish line structure and fencing rental, balloons, red carpet, etc.. for start and finish line.

\$6,000 – Timing fee

\$2,000 – Miscellaneous/Unexpected

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\$95,800   Estimated Costs

---

**Projected Revenues: \$80,000 - \$115,000.**

**\*\*Dependent on entrants and sponsorships.**

## **9<sup>th</sup> Annual Cocoa Beach Half Marathon & 10k**

**October 22, 2023**

- Previous location & dates:

This event has always been held in October and based in or adjacent to Lori Wilson Park and I Dream of Jeannie Lane. The race course utilizes A1A and portions of the beach.

- Reference name & contact information:

Mitch Varnes / Smooth Running, LLC [mitchvarnes@gmail.com](mailto:mitchvarnes@gmail.com) / 321-759-7200

Event Director

- Total Out of County Participants:

This event typically draws more than 65% of its field from out of this area.

Based on the past four years, this would amount to:

2018: 1,200 + out of area entrants

2019: 850 + out of area entrants

2020: 700 + out of area entrants

2021: 700 + out of area entrants

2022: 700 + out of area residents

- Total Number of Room Nights:

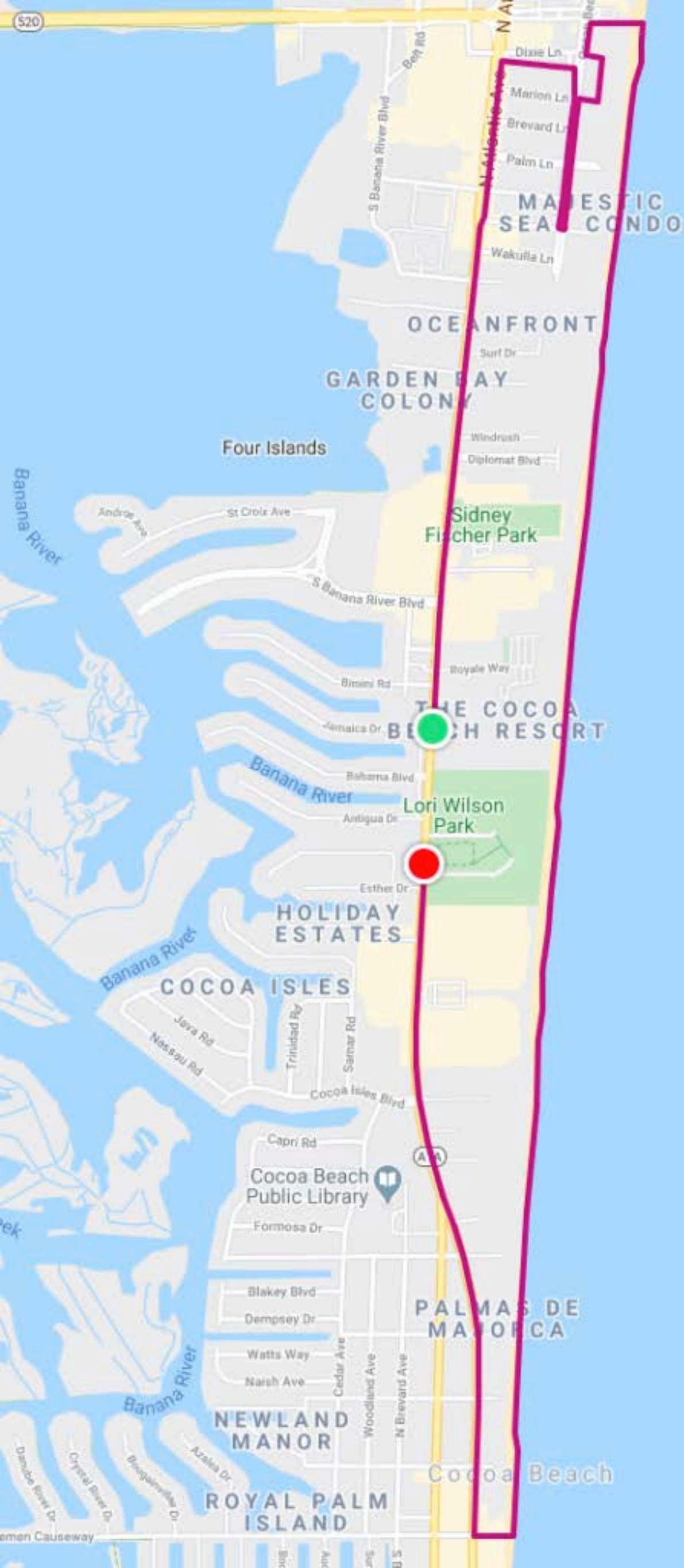
2018 – 1,400 room nights

2019 – 1,200 room nights

2020 – 1,350 room nights (fewer overall runners due to pandemic, but those who came to the race stayed more nights than usual).

2021 – 1,100 room nights

2022 – 1,083 room nights







## Cocoa Beach HALF MARATHON

Easternmost Northbound lane of A1A closed for race route from Hangar's Beach. (PAFB to SR-520)

1. Start at Hangar's Beach opposite PAFB Runway
2. A1A North to Hernando Ln. (Block south of SR-520)
3. Turn East on Hernando Ln.
4. Turn South on Ocean Beach Blvd.
5. Follow Ocean Beach Blvd. South to its dead-end loop just past Wakulla
6. Follow Ocean Beach Blvd. back North to Marion Ln.
7. East on Marion to swing gate leading to Shepard Park
8. In Shepard Park, follow the loop through lot and to ramped walkway to beach
9. South 2.9 miles on hard packed sands to Minutemen Causeway
10. West off beach onto Minutemen by Coconuts and then turn North onto A1A
11. Follow A1A to South entrance of Lori Wilson Park
12. East on South entrance of Lori Wilson Park to finish on I Dream of Jeannie Lane



## **9th<sup>h</sup> Annual Cocoa Beach Half Marathon & 10k**

**October 22, 2023**

### **Objective:**

The objective of this event is to continue to showcase Cocoa Beach, its beaches and the Space Coast to runners and their families visiting here from all parts of the USA and the world.

### **Goal:**

Most regional races have yet to return to their pre-pandemic entry numbers. Nevertheless, we hope to draw at least 1,800 runners to the event, with more than 60% of them coming from outside of the Space Coast.

### **Strategy:**

The event will be marketed toward novice and active runners, with an emphasis on those from outside of our area.

Our “Icons of the Space Coast” theme this year will likely feature a beautiful finisher’s medal of the Ron Jon Surf Shop building in Cocoa Beach. Last year’s icon for the medal was NASA’s Vehicle Assembly Building.

The event will be marketed via the following:

- Sponsored and targeted Face Book and Instagram ads to runners throughout the Southeastern United States, with a focus on runners from Atlanta southward.
- Paid eblasts via confirmed lists to hundreds of thousands of runners.
- Eblasts via our firm’s qualified list of over 23,000 runners and walkers.
- Mailed distribution of more than 40,000 marketing cards to running stores and races throughout the U.S. East Coast.
- Paid ads with Runner’s World Magazine (total circulation of more than 5 million digital and print).
- Discounted entries offered to members of national and regional running groups, including: MOMS Run This Town, Black Girls Run, Half Fanatics, Marathon Maniacs, Running Destinations, Run Tampa, New York Road Runners, Track Shack, Run Disney and more.
- Large signs marketing the event will also be strategically placed on major roadways on the Space Coast.

### **Targeting:**

- Active runners throughout the Southeastern United States.
- Distance Runners (10k and greater)
- Families

Estimated media and advertising expenditure: \$10,000.00 to \$16,000.00.

## **9<sup>th</sup> Annual Cocoa Beach Half Marathon & 10k**

**Sunday, October 22, 2022**

### **Activity Timeline:**

- October 6, 2023 – Race notification to be bulk mailed to all residents along route.
- Saturday, October 21 – Entrant packet pick up 11 a.m. to 5 p.m. at Carib Brewery in Cape Canaveral.

### **Sunday, October 22**

**3:30 a.m. – Barricades and Cones set up along race route. Righthand lane of A1A north closed to vehicular traffic.**

**All American Barricades (Contact TBD on race week)**

**5 a.m. – Buses arrive on A1A to transport ½ marathon runners from area of Lori Wilson Park north to starting line at Hangar's Beach at Patrick Space Force Base.**

**NEED POLICE SUPPORT FOR BUS LOADING AS IN YEARS PAST.**

**5:30 a.m. – First buses depart for Hangar's Beach and continue shuttle service until 6:30 a.m.**

**6:55 a.m. – Half Marathon starts from Hangar's Beach**

---

**8 a.m -- 10k start from area near Lori Wilson Park North**

**8:15 A.M. – FIRST Half Marathoners to cross finish line (estimated) on I Dream of Jeannie Lane**

**9:15-9:50 a.m. – Estimated awards time frame.**

**10:15 a.m. – Last runners through finish line**

**10:30 a.m. entirety of A1A opened to vehicular traffic.**

**1 p.m. – Race management operations done, site cleaned and site vacated.**

2. (untitled)

1. **Applicant Information-**

**What is the event title?**

Moon Golf Invitational

3. (untitled)

2. **Applicant Contact Information-**

**Organization Name**

University of Louisville Athletic Association

**First Name**

Whitney

**Last Name**

Young

**Job Title**

Head Women's Golf Coach

**Mailing Address**

1670 S. Floyd St.

**Apt/Suite/Office**

N/A

**City**

Louisville

**State**

KY

**Zip**

40208

**Country**

**Email Address**

whitney@gocards.com

**Phone Number**

270-779-7367

**Mobile Phone**

270-779-7367

**Website URL**

www.gocards.com

**Website URL**

4. (untitled)

3. **Event Information-**

**How many days will your event be held?**

3

4. **Event Information-**

**Please indicate your desired first day of the event.....**

02/18/2024

5. (untitled)

5. **Please describe your event (type of sport, format, qualifying criteria, ages, etc).**

The Moon Golf Invitational is a three day, stroke play collegiate women's golf tournament. This event will have 15-17 Division 1 collegiate women's teams competing from all over the country.

6. (untitled)

6. **Where is the location and name of the facility of your event?**

Suntree Country Club in Melbourne, FL

7. **Has your location, venue or facility been secured?**

Yes

7. **Estimated Event Attendance**

8. **Total Participants (competitors, coaches, trainers, officials, etc...)**

**How many total participants are expected to attend your event?**

Out-of-State Participants : 125

Overnight In-State Participants : 30

Day Trip In-State Participants : 0

**9. Total Spectators (fans, family, friends, etc...)**

**How many total spectators are expected to attend your event?**

Out-of-State Spectators : 100

Overnight In-State Spectators : 30

Day Trip In-State Spectators : 50

**10. Total Media (Reporters, TV, News Outlets, etc...)**

**How many total Media are expected to attend your event?**

Out-of-State Media : 5

Overnight In-State Media : 3

Day Trip In-State Media : 2

**8. (untitled)**

**11. How much event grant support are you requesting?**

7,000

**12. What is the purpose of the financial support?**

Site fees/costs (contract help, etc)

**9. (untitled)**

**13. What is the projected total number of paid room nights for your event?**

430

**14. Have you secured hotel and/or lodging partners?**

Yes

**15. Please provide the name(s) and locations of your hotel and/or lodging partners:**

Home2Suites and Fairfield Inn and Suites in Melbourne, FL

**10. (untitled)**

**16. EVENT HISTORY (REQUIRED)**

Tell us about your event history by providing the following in a Word or PDF document.

Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:

Previous location & dates

Reference name & contact information

Total out-of-county participates

Total number of room nights

[Moon\\_Golf\\_Invitational\\_-\\_Event\\_History.docx](#)

11. (untitled)

---

17. As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are REQUIRED to provide a certificate of insurance no less than 30 days prior to the start of the event.*

Yes

12. (untitled)

---

18.

### ATTESTATION

I attest that I have full authority to execute this grant request and that all information in the grant application is true and correct. I further attest that I have read and understand the grant guidelines and will comply with the requirements of the grant and contract, if awarded.



Signature of: Whitney Young

13. (untitled)

---

19. **SPECIAL MESSAGE:**

You have now completed all of the application questions. The next slide is the space for you to upload the required (4) attachments which includes your event location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.

*If you are not able to upload the required (4) attachments please email your (4) documents to [Terrence.Parks@VisitSpaceCoast.com](mailto:Terrence.Parks@VisitSpaceCoast.com).*

It is mandatory that all applications are completed online and the required (4)



attachments are submitted by uploading with the application or delivered to the Tourism Development Office by 5pm on March 15, 2023, no late arrivals will be accepted.

The below text box may be used to communicate anything that you need to tell us about your application.

#### 14. (untitled)

---

##### **20. Required Attachments:**

Please label each with appropriate attachment number.

Label as Attachment (1) - Event Location Map

Label as Attachment (2) - Event Plan, Timeline or Schedule

Label as Attachment (3) - Event Budget

Label as Attachment (4) - Event Marketing Plan

[SuntreeMap.png](#)

[2024MoonGolfInv.ScheduleofEvents.docx](#)

[2024MoonGolfBudget.pdf](#)

[MoonGolfMarketingPlan.docx](#)

#### 15. Thank You!

---

##### **New Send Email**

Mar 05, 2023 11:22:03 Success: Email Sent to: whitney@gocards.com

University of Louisville Women's Golf		
2024 Moon Golf Inviational		
Tournament Dates- 2/18/24-2/20/24		
	<b>2024 Budget</b>	<b>2024 Final</b>
<b>Revenues</b>	<b>\$ 40,000.00</b>	
Entry Fees	\$ 40,000.00	
<b>Expenses</b>	<b>\$ 52,700.00</b>	
Welcome Dinner	\$ 3,500.00	
Printing - Scorecards, Pamphlets	\$ 1,500.00	
Rules Officials	\$ 2,900.00	
New 2024 Signage around hole 1 and 10 and electronic scoreboard	\$ 7,000.00	
Site Fee (Green Fees for all rounds played)	\$ 20,000.00	
Player, coach & volunteer Food & Beverage for tournament rounds	\$ 15,000.00	
Tournament Expenses	\$ 2,000.00	
2024 Tropies	\$ 800.00	
<b>FINAL</b>	<b>-\$12,700.00</b>	

## **Moon Golf Invitational**

2024 will be the 6th consecutive year we have hosted this collegiate women's golf event. As managing organization and University, it is a trip we look forward to along with all other teams competing. The number of teams, participants, out of county guests/hotel rooms, etc. have increased the last two years due to making it a three day event, however, we foresee similar projections for 2024. We have had great success in attendance & representation from all out of state (and in state) universities as February is a great time to escape weather from a lot of our out of state teams. Please see previous dates, locations and participants below.

2019- February 18-19 event dates at Duran Golf Club- 96 Participants – 300 Room Nights

2020- February 17-18 event dates at Duran Golf Club- 96 Participants- 300 Room Nights

2021- February 15-17 event dates at Duran Golf Club- 96 Participants- 350 Room Nights

2022- February 20-22 event dates at Suntree Country Club- 95 Participants- 375 Room Nights

2023- February 19-21 event dates at Suntree Country Club- 97 Participants- 420 Room Nights

# 2024 Moon Golf Invitational

## Marketing Plan

- On-Site Advertising & Promotional
  - Signage: We will use a sign vendor to have onsite signage during the event week. The signage welcomes players, coaches, parents and spectators to the event at Suntree Country Club. Additional signage will also be located on the starting holes, 1 and 10 and will have all the team logos in addition to a few sponsor logos. Having prominent signage onsite, on the 1<sup>st</sup> and 10<sup>th</sup> tee boxes is important to create the atmosphere and aesthetics for a top notch event. ESTIMATED COST: \$3,000
  - Digital Scoreboard: We will have an onsite scoreboard that has scores and sponsor logos/names scrolling continuously throughout the event. Golfstat's live scoring of the event will show on the jumbo screen, allowing us to add a professional like experience for the amateur golfers and fans alike.
  - Official Tournament Program: Our tournament program will be the main distributed piece on-site during event week. In the program we will have space dedicated to all the teams, Moon Golf, Suntree Countr Club, and SpaceCoast Office of Tourism logos. Teams will use this program as a resource during their time in FL, so we hope to create a detailed (as budget allows) and functional program. In addition, the program will provide spectators and fans the opportunity to know more about teams, coaches, and golf course. ESTIMATED COST: \$500
  - Official Tournament Apparel: Depending on budget and available funds we hope to be able to outfit our volunteer staff with Moon Golf logo'd t-shirts, jackets, and/or hats for tournament week. ESTIMATED COST: \$2,500- \$3,500
- Digital Advertising
  - Tournament Scoring Website: We purchase a live scoring software called GolfStat, a preferred scoring partner, to 'score' our event during tournament week. The scoring link will be located on the main webpage which has thousands of views during fall/spring golf seasons. Our Tournament Logo and site information (i.e. Suntree Country Club, Melbourne FL) will be listed prominently on the main page and have it's own landing page that will be viewed consistently during the event week by teams, parents, fans of each university, and golf enthusiasts around the world. ESTIMATED COST: \$350
  - GameKast Live Streaming: A unique experience will be provided at the Moon Golf Invitational where fans from across the world will be able to view the event online. They set up cameras and tri pods around the course so people can 'tune

# **2024 Moon Golf Invitational**

in' to watch from anywhere around the world. Advertising on this platform allows companies/business to have a larger outreach.

## **Schedule of Events**

### **Friday, February 16**

Teams arrive

### **Saturday, February 17**

6:30 a.m.	Breakfast at hotel
7:00 a.m.	Range Opens
7:15 a.m.	Tournament Registration begins
8:00 a.m.	Practice Round
1:00 p.m.	College-Am
	<b>No Coaches Meeting</b>
5:30 p.m.-6:00 p.m.	"Cookout" dinner at Suntree Country Club for all players & coaches after College-Am play.

### **Sunday, February 18**

6:30 a.m.	Breakfast at Suntree Country Club
7:00 a.m.- 5:00 p.m.	Athletic Trainer available
7:00 a.m.	Range Opens
8:30 a.m.	First round begins (off #1 and #10)
11:00 a.m.	Lunch boxes available
5:30 p.m. -7:00 p.m.	Dinner on your own

### **Monday, February 19**

6:00 a.m.	Breakfast at Suntree Country Club
7:00 a.m.- 5:00 p.m.	Athletic Trainer available
7:00 a.m.	Range Opens
8:30 a.m.	Second round begins (off #1 and #10)
11:00 a.m.	Lunch boxes available
	Dinner on your own

### **Tuesday, February 20**

6:00 a.m.	Breakfast at Suntree Country Club
6:30 a.m.-2:30 p.m.	Athletic Trainer available on back patio of clubhouse
6:45 a.m.	Range Opens
8:00 a.m.	Final Round begins (off #1 and #10)
11:00 a.m.	Lunch boxes available inside clubhouse
3:30 p.m.	Awards following play

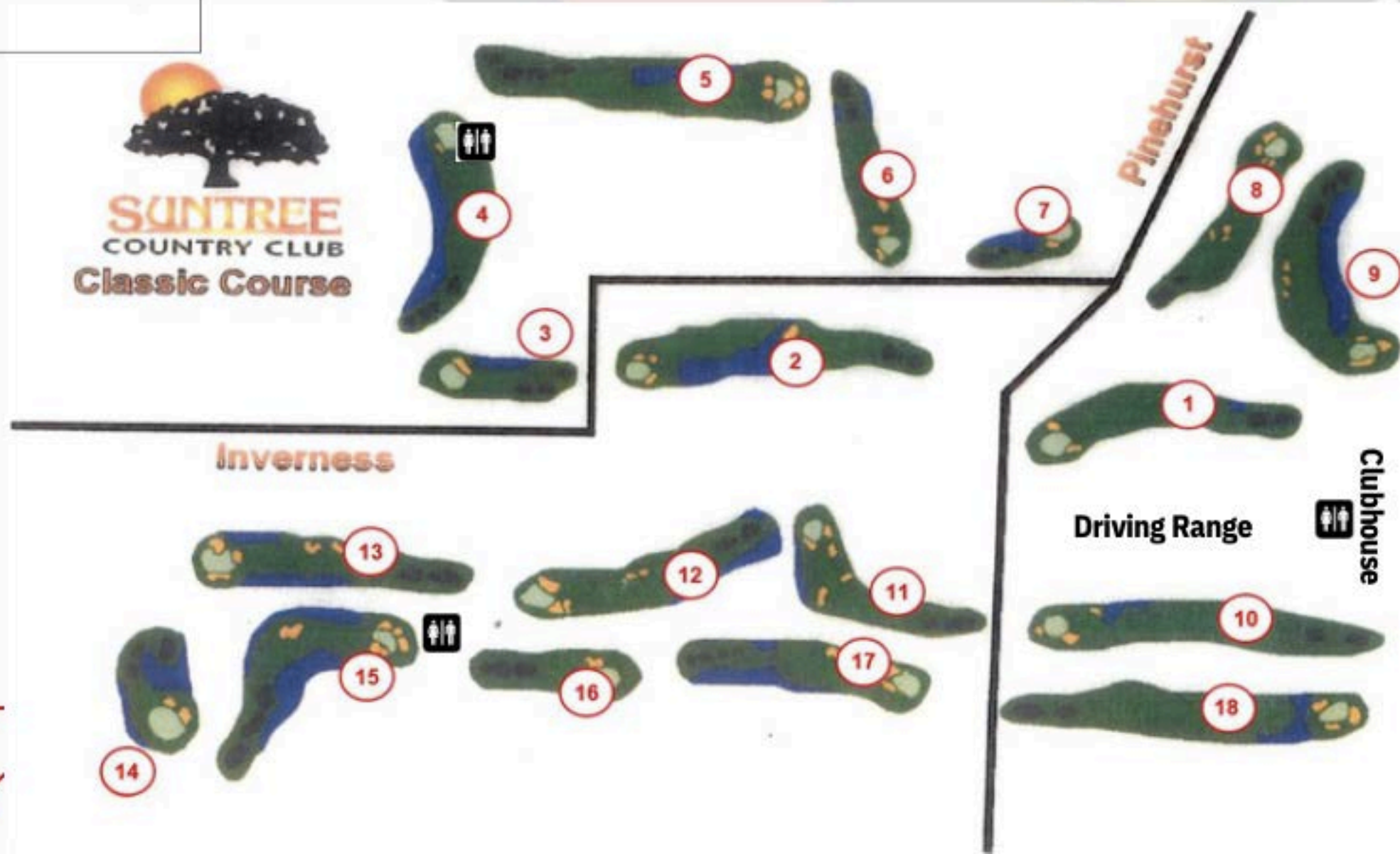
**KEY:**



Restroom

# Moon Golf Invitational

Classic Course, Suntree C.C.



2. (untitled)

1. **Applicant Information-**

**What is the event title?**

Softball Magazine's Spring Training

3. (untitled)

2. **Applicant Contact Information-**

**Organization Name**

Softball Magazine Inc

**First Name**

Gene

**Last Name**

Smith

**Job Title**

President

**Mailing Address**

398 Barton Blvd

**Apt/Suite/Office**

Office

**City**

Rockledge

**State**

FL

**Zip**

32955

**Country**

**Email Address**

gene.smith@softballmag.com

**Phone Number**



321-453-3711

**Mobile Phone**

321-432-4444

**Website URL**

<http://www.softballspringtraining.com/>

**Website URL**

4. (untitled)

3. **Event Information-**

**How many days will your event be held?**

4

4. **Event Information-**

**Please indicate your desired first day of the event.....**

03/06/2024

5. (untitled)

5. **Please describe your event (type of sport, format, qualifying criteria, ages, etc).**

Softball Magazine's Adult Softball Spring Training is a or three days of solid softball were players improve their game, meet new friends and enjoy all the Space Coast has to offer!

6. (untitled)

6. **Where is the location and name of the facility of your event?**

Space Coast Sports Complex 5800 Stadium Parkway Melbourne FL 32940

7. **Has your location, venue or facility been secured?**

Yes

7. **Estimated Event Attendance**

8. **Total Participants (competitors, coaches, trainers, officials, etc...)**

**How many total participants are expected to attend your event?**

Out-of-State Participants : 175

Overnight In-State Participants : 40

Day Trip In-State Participants : 15

**9. Total Spectators (fans, family, friends, etc...)**

**How many total spectators are expected to attend your event?**

Out-of-State Spectators : 75

Overnight In-State Spectators : 20

Day Trip In-State Spectators : 10

**10. Total Media (Reporters, TV, News Outlets, etc...)**

**How many total Media are expected to attend your event?**

Out-of-State Media : 0

Overnight In-State Media : 0

Day Trip In-State Media : 0

**8. (untitled)**

**11. How much event grant support are you requesting?**

5000.00

**12. What is the purpose of the financial support?**

Site fees/costs (contract help, etc)

Marketing and public relations

Non-monetary awards (medals, ribbons, plaques, etc)

Promotions

**9. (untitled)**

**13. What is the projected total number of paid room nights for your event?**

550

**14. Have you secured hotel and/or lodging partners?**

No

**Please provide the name(s) and locations of your hotel and/or lodging partners:**

**10. (untitled)**

**15. EVENT HISTORY (REQUIRED)**

**Tell us about your event history by providing the following in a Word or PDF document.**

**Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:**

**Previous location & dates**

**Reference name & contact information**

**Total out-of-county participates**

**Total number of room nights**

[SST24\\_History.pdf](#)

11. (untitled)

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16. As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are REQUIRED to provide a certificate of insurance no less than 30 days prior to the start of the event.*

Yes

12. (untitled)

---

17.

### ATTESTATION

I attest that I have full authority to execute this grant request and that all information in the grant application is true and correct. I further attest that I have read and understand the grant guidelines and will comply with the requirements of the grant and contract, if awarded.

A handwritten signature in black ink, appearing to read 'Gene Smith', with a large, stylized loop at the end.

Signature of: Gene Smith

13. (untitled)

---

18. **SPECIAL MESSAGE:**

You have now completed all of the application questions. The next slide is the space for you to upload the required (4) attachments which includes your event location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.

*If you are not able to upload the required (4) attachments please email your (4) documents to [Terrence.Parks@VisitSpaceCoast.com](mailto:Terrence.Parks@VisitSpaceCoast.com).*

It is mandatory that all applications are completed online and the required (4) attachments are submitted by uploading with the application or delivered to the Tourism Development Office by 5pm on March 15, 2023, no late arrivals will be accepted.

The below text box may be used to communicate anything that you need to tell us about your application.

Just a note that this event will be our 20th year and we already have manufactures and vendors that want to recognize it and make it a festive event. So we are staying conservative on our projections for 2024 but it could our largest event ever. We have already been asked by past attendees if we were planning anything becasue hey would liek to attend!

#### 14. (untitled)

---

##### **19. Required Attachments:**

Please label each with appropriate attachment number.

Label as Attachment (1) - Event Location Map

Label as Attachment (2) - Event Plan, Timeline or Schedule

Label as Attachment (3) - Event Budget

Label as Attachment (4) - Event Marketing Plan

[SST24\\_Event\\_Location.pdf](#)

[SST24\\_Event\\_Plan.pdf](#)

[SST24\\_Proposed\\_Event\\_Budget.pdf](#)

[SST24\\_Event\\_\\_Marketing\\_\\_Plan.pdf](#)

#### 15. Thank You!

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##### **New Send Email**

Mar 04, 2023 20:21:37 Success: Email Sent to: gene.smith@softballmag.com



**Spring Training 2024 budget:**

<b>Description:</b>	<b>Expense</b>
Field Cost	\$4,000.00
Lunches & Drinks	\$6,000.00
Insurance	\$750.00
Sprg T-Shirts	\$1,200.00
Truck lease	\$250.00
Instructor Exp	\$500.00
Instructor Labor	\$2,000.00
Instructor Room	\$1,200.00
Staff Rooms	\$2,500.00
Copies	\$125.00
Truck Gas	\$150.00
Labor	\$5,000.00
Home Depot	\$200.00
Awards Hats & Visors	\$250.00
Dudley Award Balls	\$200.00
Tickets & Wrist Bands	\$125.00
Freight	\$650.00
Advertising	\$7,500.00
<b>Cost</b>	<b>Totals \$32,600.00</b>

<b>Income:</b>	
Entry Fees	\$56,000.00
County Spon	TBD
Apparel Sales	\$550.00
<b>Income:</b>	<b>Totals \$56,550.00</b>

**Profit/Loss \$23,950.00**

Event has no sponsorship or additional income.  
Revenues are from camp entries/registrations and apparel sales in our vendor booth.



## EVENT PLAN

Brevard County – Board of County Commissioners  
c/o Office of Tourism  
150 Cocoa Isles Boulevard | Suite 401  
Cocoa Beach, FL 32931

March 3, 2023

Re: Softball Magazine's 2024 Softball Magazine's Event Plan

Registration for the 2024 event will open early September but we continue to advertise and promote to our base leading up to the day registration opens. We actually turn the first day registration opens into a fun day of “Opening Day” winners. We do fun stuff and giveaways to the first person to register or the first couple to sign up or the person traveling the furthest to spring training. We will continue to advertise and promote the 2024 events to our current base along with utilizing resources and partnerships within our industry and event partners to maximize the events exposure.

We have been and will continue to invest more resources in our digital platforms and ways of doing business. Today in our industry more players have been receiving their information on line then any other method.

Along with the digital ad placements of the event we link the story and photo gallery to Eblast sends to our base of 53k. The email sends start a on monthly schedule leading into bi-weekly sends as we get closer to the event .

We will continue to market the event through all of media sources including print, digital, email blast sends, social media, website marketing along with partnering with industry vendors to reach out to their base as well.

Spring Training 2024 Event Date:  
March 6-9, 2024

Overall plan is to do what has been successful for both Softball Magazine and Brevard County for the past 26 years while introducing thousands a year to all the Space Coast has to offer.

SST'24  
Gene Smith



## **EVENT HISTORY**

### **Re: Softball Magazine's 2020 Softball Spring Training**

Softball Magazine's 2020 Adult Softball Spring Training hosted in Viera, FL, March 4-7 & March 11-14, 2020.

Event Date: Wk#1 March 4-7 & Wk#2 March 11-14, 2020

Participants = Adult men & women from all over the nation.

Camp Participants = 300

Total Room Nights = 996 Room Nights

Brevard County's Space Coast Office of Tourism logos/marks on all promotional material, electronic media and print media related to the events.

### **Re: Softball Magazine's 2021 Softball Spring Training**

Softball Magazine's 2021 Adult Softball Spring Training hosted in Viera, FL, March 10-13 & March 17-21, 2021.

Event Date: Wk#1 March 10-13 & Wk#2 March 17-21, 2021

Participants = Adult men & women from all over the nation.

Camp Participants = 150

Total Room Nights = 686 Room Nights

Brevard County's Space Coast Office of Tourism logos/marks on all promotional material, electronic media and print media related to the events.

### **Re: Softball Magazine's 2022 Softball Spring Training**

Softball Magazine's 2022 Adult Softball Spring Training hosted in Viera, FL, March 16-19, 2022

Event Date: March 16-19, 2022

Participants = Adult men & women from all over the nation.

Camp Participants = 150

Total Room Nights = 595 Room Nights

Brevard County's Space Coast Office of Tourism logos/marks on all promotional material, electronic media and print media related to the events.



Brevard County – Board of County Commissioners  
c/o Office of Tourism  
150 Cocoa Isles Boulevard | Suite 401  
Cocoa Beach, FL 32931

March 3, 2023

Re: Softball Magazine's 2024 Softball Spring Training Location

Location: Space Coast Complex  
5800 Stadium Parkway  
Melbourne, FL 32940







## MARKETING PLAN

As Softball Magazine's Spring Training enters into its twentieth year of hosting men and women from all over the nation and world, we look to build on our already successful marketing plan. The promotion and media exposure for the event is year round. Since the event is one of the publications and industries premier events there is exposure from all of the supporting partners/vendors as well.

With each year softball participation grows, more players, more leagues, teams and so on. Our marketing plan is to reach these grassroots players at their level. Through their leagues, websites, sponsoring of their leagues along with offering package deals if they travel with a friend or more!

We are excited to see travel returning to “normal” and we hope to capitalize on it for both our event and for Brevard County.

Media Links:

[www.softballspringtraining.com](http://www.softballspringtraining.com)

[www.softballmag.com](http://www.softballmag.com)

[www.seniorsoftballcamp.com](http://www.seniorsoftballcamp.com)

<https://www.facebook.com/groups/SoftballMagazineCamps/>

<https://www.bluetoad.com/publication/?i=666047&ver=html5&p=16>

2. (untitled)

1. **Applicant Information-**

**What is the event title?**

Softball Magazine's Senior Softball Camp

3. (untitled)

2. **Applicant Contact Information-**

**Organization Name**

Softball Magazine Inc

**First Name**

Gene

**Last Name**

Smith

**Job Title**

President

**Mailing Address**

398 Barton Blvd

**Apt/Suite/Office**

Office

**City**

Rockledge

**State**

FL

**Zip**

32955

**Country**

**Email Address**

gene.smith@softballmag.com

**Phone Number**

321-453-3711

**Mobile Phone**

321-432-4444

**Website URL**

<http://www.seniorssoftballcamp.com/>

**Website URL**

4. (untitled)

3. **Event Information-**

**How many days will your event be held?**

4

4. **Event Information-**

**Please indicate your desired first day of the event.....**

11/13/2023

5. (untitled)

5. **Please describe your event (type of sport, format, qualifying criteria, ages, etc).**

Senior Softball Camp is three full days of softball drills, skills and fun for adult over 50 years of age that love to play softball and want to get better at doing it. Add in the beautiful Space Coast, the new friends they meet at camp and everyone has a great time.

6. (untitled)

6. **Where is the location and name of the facility of your event?**

Space Coast sport Complex 5800 Stadium Parkway Melbourne FL 32940

7. **Has your location, venue or facility been secured?**

Yes

7. **Estimated Event Attendance**

8. **Total Participants (competitors, coaches, trainers, officials, etc...)**

**How many total participants are expected to attend your event?**

Out-of-State Participants : 150

Overnight In-State Participants : 20

Day Trip In-State Participants : 10

---

**9. Total Spectators (fans, family, friends, etc...)**

**How many total spectators are expected to attend your event?**

Out-of-State Spectators : 75

Overnight In-State Spectators : 20

Day Trip In-State Spectators : 10

---

**10. Total Media (Reporters, TV, News Outlets, etc...)**

**How many total Media are expected to attend your event?**

Out-of-State Media : 0

Overnight In-State Media : 0

Day Trip In-State Media : 0

---

**8. (untitled)**

**11. How much event grant support are you requesting?**

5000.00

**12. What is the purpose of the financial support?**

Site fees/costs (contract help, etc)

Marketing and public relations

Non-monetary awards (medals, ribbons, plaques, etc)

Promotions

---

**9. (untitled)**

**13. What is the projected total number of paid room nights for your event?**

450

**14. Have you secured hotel and/or lodging partners?**

No

**Please provide the name(s) and locations of your hotel and/or lodging partners:**

---

**10. (untitled)**

**15. EVENT HISTORY (REQUIRED)**

Tell us about your event history by providing the following in a Word or PDF document.

Please provide the following information on your three most recent events regardless of location. Please create and upload a document with the following information:

Previous location & dates

Reference name & contact information

Total out-of-county participates

Total number of room nights

11. (untitled)

16. As the event organizer, have you secured liability insurance for your event with a minimum of \$1,000,000 in liability coverage? If not, do you agree to secure this coverage naming Brevard County Board of County Commissioners, its officers, and employees as additional insureds?

*If awarded, grantees are REQUIRED to provide a certificate of insurance no less than 30 days prior to the start of the event.*

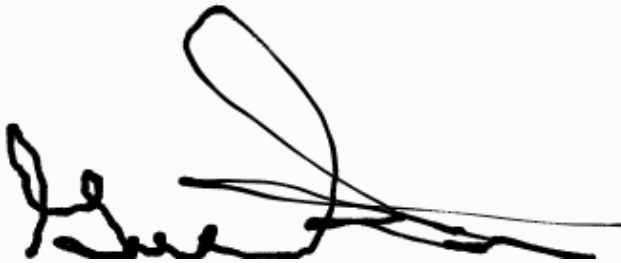
Yes

12. (untitled)

17.

**ATTESTATION**

I attest that I have full authority to execute this grant request and that all information in the grant application is true and correct. I further attest that I have read and understand the grant guidelines and will comply with the requirements of the grant and contract, if awarded.

A handwritten signature in black ink, appearing to read 'Gene Smith', with a large loop at the end of the signature.

Signature of: Gene Smith

13. (untitled)

18. **SPECIAL MESSAGE:**

You have now completed all of the application questions. The next slide is the space for you to upload the required (4) attachments which includes your event location map, event plan/timeline/schedule, event budget and event marketing plan in order to complete the application package.

*If you are not able to upload the required (4) attachments please email your (4) documents to [Terrence.Parks@VisitSpaceCoast.com](mailto:Terrence.Parks@VisitSpaceCoast.com).*

**It is mandatory that all applications are completed online and the required (4) attachments are submitted by uploading with the application or delivered to the Tourism Development Office by 5pm on March 15, 2023, no late arrivals will be accepted.**

**The below text box may be used to communicate anything that you need to tell us about your application.**

#### 14. (untitled)

---

##### **19. Required Attachments:**

**Please label each with appropriate attachment number.**

**Label as Attachment (1) - Event Location Map**

**Label as Attachment (2) - Event Plan, Timeline or Schedule**

**Label as Attachment (3) - Event Budget**

**Label as Attachment (4) - Event Marketing Plan**

[SSC23\\_Event\\_Location.pdf](#)

[SSC23\\_Event\\_Plan.pdf](#)

[SSC23\\_Proposed\\_Event\\_Budget.pdf](#)

[SSC23\\_Event\\_\\_Marketing\\_\\_Plan.pdf](#)

#### 15. Thank You!

---

##### **New Send Email**

Mar 04, 2023 16:31:05 Success: Email Sent to: gene.smith@softballmag.com



**Senior Softball Camp 2023 budget:**

<b>Description:</b>	<b>Expense</b>
Field Cost	\$4,000.00
Lunches & Drinks	\$6,000.00
Insurance	\$750.00
Sprg T-Shirts	\$1,200.00
Truck lease	\$250.00
Instructor Exp	\$500.00
Instructor Labor	\$2,000.00
Instructor Room	\$1,200.00
Staff Rooms	\$1,900.00
Copies	\$125.00
Truck Gas	\$150.00
Labor	\$5,000.00
Home Depot	\$200.00
Awards Hats & Visors	\$250.00
Dudley Award Balls	\$200.00
Tickets & Wrist Bands	\$125.00
Freight	\$500.00
Advertising	\$5,000.00
<b>Cost</b>	<b>Totals \$29,350.00</b>

<b>Income:</b>	
Entry Fees	\$46,800.00
County Spon	TBD
Apparel Sales	\$350.00
<b>Income:</b>	<b>Totals \$47,150.00</b>

**Profit/Loss \$17,800.00**

Event has no sponsorship or additional income.  
Revenues are from camp entries/registrations and apparel sales in our vendor booth.



## **EVENT PLAN**

Brevard County – Board of County Commissioners  
c/o Office of Tourism  
150 Cocoa Isles Boulevard | Suite 401  
Cocoa Beach, FL 32931

March 3, 2023

Re: Softball Magazine's 2023 Senior Senior Softball Camp Event Plan

We start promoting the event as soon as the prior years events wrap up. So since last November (2022) we have been advertising and promoting the 2023 event through our social media outlets, websites and all other avenues of media available to us.

We have been and will continue to invest more resources in our digital platforms and ways of doing business. Today in our industry more players have been receiving their information on line then any other method.

Along with the digital ad placements of the event we link the story and photo gallery to Eblast sends to our base of 53k. The email sends start a on monthly schedule leading into bi-weekly sends as we get closer to the event .

We will continue to market the event through all of media sources including print, digital, email blast sends, social media, website marketing along with partnering with industry vendors to reach out to their base as well.

This years event date is November 13-16, 2023

Overall plan is to do what has been successful for both Softball Magazine and Brevard County for the past 26 years while introducing thousands a year to all the Space Coast has to offer.

SSC'23  
Gene Smith





Brevard County – Board of County Commissioners  
c/o Office of Tourism  
150 Cocoa Isles Boulevard | Suite 401  
Cocoa Beach, FL 32931

March 4, 2023

**Re: Softball Magazine's Senior Senior Softball Camp Event History:**

**2020**

Softball Magazine's 2020 Adult Softball Senior Camp hosted in Viera, FL,  
November 19-21, 2020.

The event was open to adult men and women of ages 50 and older who  
play softball and are looking to improve their softball skills and enjoy a week away in  
beautiful Brevard County, Florida.

Event Facts:

Event Date: Novemebr 19-21, 2020

Participants = Adult men & women from all over the nation.

Camp Participants = 60

Total Room Nights = 229 Room Nights

**2021**

Softball Magazine's 2021 Adult Softball Senior Camp hosted in Viera, FL,  
November 16-19, 2021

The event was open to adult men and women of ages 50 and older who  
play softball and are looking to improve their softball skills and enjoy a week away in  
beautiful Brevard County, Florida.

Event Facts:

Event Date: Novemebr 16-19, 2021

Participants = Adult men & women from all over the nation.

Camp Participants = 130

Total Room Nights = 458 Room Nights

**2022**

Softball Magazine's 2022 Adult Softball Senior Camp hosted in Viera, FL,  
November 15-18, 2022

The event was open to adult men and women of ages 50 and older who  
play softball and are looking to improve their softball skills and enjoy a week away in  
beautiful Brevard County, Florida.

Event Facts:

Event Date: Novemebr 15-18, 2022

Participants = Adult men & women from all over the nation.

Camp Participants = 125

Total Room Nights = 422 Room Nights



Brevard County – Board of County Commissioners  
c/o Office of Tourism  
150 Cocoa Isles Boulevard | Suite 401  
Cocoa Beach, FL 32931

March 3, 2023

Re: Softball Magazine's 2023 Senior Senior Softball Camp Location

Location: Space Coast Complex  
5800 Stadium Parkway  
Melbourne, FL 32940





## MARKETING PLAN

### Media Exposure Summary:

As Softball Magazine's Senior Softball Camp enters into its ninth year of hosting senior men and women from all over the nation and world, we look to build on our already successful marketing plan. The promotion and media exposure for the event is year round. Since the event is one of the publications and industries premier events there is exposure from all of the supporting partners/vendors as well.

With each year the number of senior softball participation grows, more players, more leagues, teams and so on. Our marketing plan is to reach these grassroots players at their level. Through their leagues, websites, sponsoring of their leagues along with offering package deals if they travel with a friend or more!

We are excited to see travel returning to "normal" and we hope to capitalize on it for both our event and for Brevard County.

### Media Links:

[www.softballspringtraining.com](http://www.softballspringtraining.com)

[www.softballmag.com](http://www.softballmag.com)

[www.seniorsoftballcamp.com](http://www.seniorsoftballcamp.com)

<https://www.facebook.com/groups/SoftballMagazineCamps/>

<https://www.bluetoad.com/publication/?i=666047&ver=html5&p=16>



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Community Services Group

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J.3.

5/9/2023

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### Subject:

Approval. Re: FY 2023-24 Sports Event Grant Guidelines, Application and Committee Score Sheet for Cycle 2 (April - September, 2024).

### Fiscal Impact:

FY 2023-24: up to \$118,375 for Cycle 2 Sports Grants, Marketing Fund #1441/293050.

### Dept/Office:

Tourism Development Office

### Requested Action:

It is requested the Board of County Commissioners approve the Tourist Development Council FY 2023-24 Sport Events Grant Program Guidelines, Application and Committee Score Sheet for Cycle 2.

Further, request 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)a, (5)a, and (6)a. 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.

Additionally, it 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:

The Sport Events Grant Program provides grants to sports-related organizations to support and enhance athletic events seeking financial assistance for events held on Florida's Space Coast. The grants are administered by the Sports Committee of the Tourist Development Council. The goal of the grant program is to assist the County in attracting and growing high quality sporting events that generate significant economic impact through the attraction of out-of-county participants, related room nights and spending in the local economy. Reimbursement grants up to \$20,000 are available to support events that benefit sports tourism on the Florida's Space Coast. Qualifying grants are also subject to partial reimbursement to the TDO from the Florida Sports Foundation.

The Sports Committee at their March 28, 2023 meeting, and the Tourist Development Council at their April 26, 2023 meeting, voted unanimously to recommended the Board approve the FY 2023-24 Sports & Events Grant Guidelines, Application and Committee Score Sheet as well as make the necessary legislative findings. A

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summary of the revisions to the Guidelines are:

- Replacing the term “athletic” with “competitive and Esports” in Section 1.0;
- Replacing the term “sporting projects” with “competitive and Esports” and the term “positive” with “significant economic” in Section 6.0.
- Changing Funding Award amounts to \$15 per room night up to a maximum award of \$25,000 and changing the funding level increments in Section 6.0.
- Adding the phrase “Failure to comply with requirements set forth may result in forfeiture of funds” as a stipulation in Section 12.0.

### **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**

**SPORTS AND EVENTS  
GRANT PROGRAM**

**Fiscal Year 2023-2024**

# **Fiscal Year 2023-2024**

## **SPORTS AND EVENTS GRANT PROGRAM**

### **1.0 INTRODUCTION & BACKGROUND**

The Brevard County Tourist Development Council (TDC) is pleased to offer the Sports & Event Grant Program for tourism or sports-related organizations to support and enhance competitive and Esports events seeking financial assistance for events held on Florida's Space Coast. The grants are administered by the Sports Committee of the Tourist Development Council. The goal of the grant program is to assist the County in attracting and growing high quality competitive and Esports events in order to generate significant economic impact through participant spending. Reimbursement grants are available to support events or bids that benefit Florida's Space Coast.

The grant will be used to reimburse authorized expenses for an event that is promoted to tourists and promotes tourism in Brevard County by expending funds for an activity, service, venue or event that has as one of its main purposes the attraction of tourists. Funds for this purpose are authorized from the Tourist Development Tax.

Pursuant to the Local Option Tourist Development Act, the grantor has by resolution, Ordinance No. 86-25, and subsequent amendments thereto, levied and imposed tourist development taxes throughout Brevard County, Florida; established the Brevard County Tourist Development Council (hereinafter the "TDC"), and implemented a tourist development plan for the use of funds derived from such taxes as set forth in Section 102-116 through 102-125, Brevard County Code of Ordinances. Pursuant to Section 125.0104(5)(a)3., Florida Statutes, and Section 102-119(3)a, (5)a and (6)a. of the Brevard County Code of Ordinances, the grantor may authorize Tourist Development Tax funds to be expended for an activity, service, venue or event if the activity, service, venue or event 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.

### **2.0 STATEMENT OF APPLICANT RESPONSIBILITY**

Please read this entire document carefully.

The Tourism Development Office (TDO) 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 Sports Coordinator, Brevard County Tourism Development Office at (321) 433-4470, or [Terrence.Parks@VisitSpaceCoast.com](mailto:Terrence.Parks@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

Events that will occur between October 1, 2023 – March 31, 2024 shall submit their application between March 1, 2023 and March 15, 2023, and will be evaluated on a case-by-case basis. Those events that will occur between April 1, 2024 – September 30, 2024, shall submit their application between September 13 and September 25, 2023. Annual funding of this program is subject to the full funding of the TDC Sports Budget line item. In the event that applicant funding requests exceed the total budget of the sports grant program, funding awards may be reduced proportionately in order to stay within the total budget amount allocated to the program.

<b><i>Sports Grants</i></b>	<b><i>Cycle #1</i></b>	<b><i>Cycle #2</i></b>
<b><i>Grant Opens</i></b>	<b><i>3/1/2023</i></b>	<b><i>9/13/2023</i></b>
<b><i>Grant Closes</i></b>	<b><i>3/15/2023</i></b>	<b><i>9/25/2023</i></b>
<b><i>Presentations</i></b>	<b><i>3/28/2023</i></b>	<b><i>9/28/2023</i></b>
<b><i>Ranking Meeting</i></b>	<b><i>4/13/2023</i></b>	<b><i>10/11/2023</i></b>
<b><i>TDC Approval</i></b>	<b><i>4/26/2023</i></b>	<b><i>10/25/2023</i></b>
<b><i>BOCC Approval</i></b>	<b><i>5/23/2023</i></b>	<b><i>11/14/2023</i></b>

### 5.0 ELIGIBILITY

New Sports events held on Florida's Space Coast for their inaugural event or within Brevard County for the first time in the last five years must produce a minimum of 200 room nights in Brevard County



accommodations with a Tourism Tax Account and/or have equivalent economic impact through attendance of athletes and/or spectators from outside of Brevard County.

Event applications must score a 70 or higher to be considered eligible for funding. Any applicant must be in good standing with any prior event funding awards, post-event reporting requirements, room night reports, and/or reimbursement requests in order to qualify for this application. If an applicant has previously been awarded a grant in any cycle and has not fulfilled their contractual obligations under that grant, they are immediately disqualified for future sports event grant funds. If an applicant forfeits prior funding due to their inability to comply with post-event reporting, the Sports Committee may reinstate their eligibility on a case-by-case basis.

Event Organizers are required to submit a completed W-9 Form to the grant administrator as soon as they are notified of their grant award. Event Organizers are also required to register with E-Verify and submit a signed Memorandum of Understanding to grant administrator.

To qualify for reimbursement, **proof of insurance is required no less than 30 days prior to event start date**, which lists the Brevard County as an additional insured, “Florida Sports Foundation” (if a foundation grant is also awarded), and/or any Brevard Municipality affected as additionally insured with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability covering the event if awarded this grant.

Event organizers must also provide acceptable evidence of 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 your business. If applicable, you may alternatively provide an affidavit as to compliance with section 448.095(3)(b)(2), Florida Statutes. If you meet the definition of a contractor in section 448.095, Florida Statutes require your subcontractors to provide the affidavit specified at section 448.095 (2)(b), Florida Statutes. Registration with E-Verify is required by Brevard County Procurement Policy BCC-25. Compliance with the terms of this section is made an express condition of this application and the TDO will treat noncompliance as an incomplete application. Additional information can be obtained at <https://www.e-verify.gov/about-e-verify>.

The applicant must also comply with all Center for Disease Control (CDC) and/or federal guidelines regarding hosting events.

## 6.0 AVAILABLE FUNDS

Up to \$220,000.00 may be available for the fiscal year 2023-2024, for a competitive grant program to fund competitive and Esports events that demonstrate a significant economic impact to Brevard County tourism, as described in these guidelines.

The Sports Committee allocates funds from its annual budget to a grant program for Event Owners, Rights Holders, Tournament Directors, Groups and Organizations that coordinate events with a demonstrated history of visitor impact or the significant potential to draw visitors to the area.

The TDO reserves the right to cancel and/ or 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, not meeting at least 100% of room night projections, 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.

**Funding Award amounts**  
**(\$15 per room night to a maximum award of \$25,000)**

<b>Lodging Room Nights</b>	<b>Funding Levels</b>
200 (minimum)	Up to \$ \$3,000
201 - 500	\$ \$3,001 - \$7,500
501 – 1,000	\$7,501 - \$15,000
1,001-1,500	\$15,001 - \$ \$22,500
1,500 +	\$22,500 - \$25,000

The Sports Committee may choose to lend assistance or administer grant funds approved in the form of advertising, public relations and promotions through its respective agency of record on behalf of the applicant.

## **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, and grant award.**

Funds must be used for the project as proposed in the grant application and categorized in the applicant budget worksheet, as well as the delineated in the grant contract.

Funding is not intended to support administrative costs or non-public events. Funding is intended to support marketing, promotional efforts, and/or venue or event site rentals.

**Funding may be used for the following:**

- Sports Facilities (i.e. fields, gyms, etc.)
- Required Sports Personnel (i.e. referees)
- Marketing and programming expenses for the event
- Paid advertising, and media buys outside of Brevard County for the event
- Site fees/costs, rentals
- Rights and sanction fees for the governing body of the sport
- Non-monetary awards (medals, ribbons, plaques, etc.)

**Funding may not be used for the following:**

- General and administrative expenses
- Contests or giveaways
- Marketing within Brevard County
- Building, renovating and/or remodeling expenses
- Permanent equipment purchases
- Debts incurred prior to after grant request
- Programs which solicit advertising or sponsorships
- Non-sports personnel wages or salaries
- Event Insurance

**Additional funding use information:**

- Funds are to be used for the event as proposed in the applicant's grant application. The sports event must be held at a facility or venue located in Brevard County.
- The sports event must produce a minimum of 200 room nights in Brevard County accommodations with a Tourism Tax Account.
- The TDO provides sports event support in a "Stay-To-Play" model, meaning the event organizer must, to the best of their ability, ensure all participants book their rooms in Brevard County accommodations. The event organizer has the responsibility to document each room night related to its event using the attached Lodging/Room Night Report. Alternatively, if the organizer is using specified hotels, a room block report from each hotel will suffice to document room nights. Regardless of the booking method all room nights must be verifiable by the TDO Office staff.
- The Event Organizer/Grantee must submit an Event Budget detailing costs as well as any Marketing Plan used to promote the event to participants.
- The TDO strongly recommends all event organizers purchase "event insurance" in the event of bad weather, catastrophic event or other contingency.

## 8.0 APPLICATION SUBMITTAL PROCEDURES

The Applicant must complete the on-line application and attachments. If you have questions about the online application or are unable to upload the required supporting documentation within the online application please contact the Grant Administrator listed below. All applications and post-event reports must be completed online. Questions regarding the Sports and Events Grant program should be made via email or in writing and may be directed to:

Space Coast Office of Tourism  
Attn: Terry Parks, Sports Commissioner  
150 Cocoa Isle Blvd., Suite 401  
Cocoa Beach, FL 32931  
Ph: 321-349-2997  
Email: [terrence.parks@visitspacecoast.com](mailto:terrence.parks@visitspacecoast.com)

## 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:

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. New Sports events held on Florida's Space Coast for their inaugural event or within Brevard County for the first time in the last five years must produce a minimum of 200 room nights in Brevard County.
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. Individual members of the Sports Committee will evaluate, rank and validate applications using the currently approved evaluation criteria while attending the ranking meeting based upon the attached Sports Grant Score Sheet labeled as "**Attachment B**".

7. 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.
8. All events will be scored based on application quality, event quality, and hotel room revenue brought in by the event as well as the marketing reach of the event which benefits Brevard County tourism. Hotel room nights will be determined by completed Room Night Report submitted by the Event Organizer, or Room Block Reports from host hotels submitted to the Tourism Development Office by the Event Organizer/Grantee. All room reservations tied to the sports event are required to be documented. Lodging booked outside of Brevard County shall not count toward the qualifying event's total room night count. If an event already has a hotel housing bureau/system under contract, that company must give the Event Organizer proof of room night stays to submit to the Tourism Development Office. Any bid fees or event support associated with securing an event and using Tourist Development Tax revenue will be considered on a case-by-case basis.

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**

To be eligible for payment, a complete Post-Event Report must be submitted within 60 days after the completion of the event. The report must include **verifiable** tracking statistics. The lodging/room night report attached hereto as "**Attachment A**" shall include the participants name, lodging location name, and the participants home city and state. Grantees must use the provided room report or submit official hotel block room reports in their post-event reports. If the grantee uses a registration or ticketing system to capture and export event attendance data, all data fields contained in "**Attachment A**" are required in the grantees reporting. All grant funds awarded may be subject to audit.

Within sixty (60) days after the completion of the event, the Grantee must submit the online Post-Event Report as provided by the grant administrator. **If the event occurs near the end of the fiscal year, post-event reports must be received by no later than the second Friday of October following the fiscal year in which the grant was awarded.** The report must include **verifiable** tracking statistics regarding out-of-town visitors and their overall impact on the local economy, particularly on transient lodging facilities and occupancy.

**Failure to submit all post-event reports, room/lodging reports, or other requirements set forth by this grant program shall bar the applicant/event organizer from applying for future funding. Failure to comply with the reporting requirements will also result in forfeiture of any funding award.**

Failure to submit both a post-event report and proper reimbursement request(s) in accordance with the attached Grant Reimbursement Procedures (“**Attachment C**”), will disqualify the grantee/event organizer from receiving funding. Failure to comply with the reporting requirements will result in forfeiture of the funding award.

## **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 TDO 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 5 PM EST Friday, October 11, 2023.

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

**Before you prepare your reimbursement, please ensure that the items you are requesting reimbursement are in line with your grant application and grant agreement. Also, please note all Tourism Development Office Grants are reimbursement based. They ARE NOT direct vendor payments or pre-payments.**

**1. The TDO Grant Reimbursement Request Form** (TDO grant reimbursement request form, an Excel document provided to you).

**A)** Vendor invoices must be listed line by line.

**B)** Please include the vendor name, vendor invoice #, description of grant related service and amount of reimbursement being requested.

**C)** Invoice numbers on Grant Reimbursement Request Form for reimbursement are not the 1, 2, 3...they are the actual vendor invoice number.

**2. Vendor Invoices and Receipts for Allowable Expenses.**

**A)** Invoices and receipts must have the line # on the top of each page of backup that corresponds with line # on the Grant Reimbursement Request Form in #1.

**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.

Missing receipts require a form memo.

Copies of vendor reports or material lists.

Sports fees such as referees, timing, and facilities.

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

Refer to “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 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.***

Failure to comply with requirements set forth may result in forfeiture of funds.

Logos available to download [HERE](#) or by email request to [marketing@visitspacecoast.com](mailto:marketing@visitspacecoast.com).

## 13.0 TERMS & 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 Sports Grant term, the GRANTEE must submit adequate documentation according to the payment procedures outlined in the grant on or before October 11, 2024. If documentation is submitted after October 11, 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.

The Grantee must reach 100% of projected total room nights in order to receive the **full** award amount. **If total room nights are less than 100%** (i.e. if 75% of the room nights are delivered, then the grant recipient will receive 75% of the grant amount). Natural disasters and other incidents that may affect the impact generated by the event will be considered on a case-by-case basis. If the event is cancelled for any reason, there shall be no grant payment made to the Grantee regardless of any expenditure the Grantee has made.

## **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 Tourism Development Office  
c/o Executive Director  
150 Cocoa Isles Blvd.  
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.





**ATTACHMENT B**  
**FY 23-24 Sports Event Grant Program**  
**Score Sheet**

Event Name: \_\_\_\_\_

Committee Member Name: \_\_\_\_\_

Committee Member Signature: \_\_\_\_\_

*Using the Event Application please score the following criteria:*

**Event Maturity, Growth Potential & Overnight Visitation (35 points total)**

As of the date of this application how many times has the event received sports event grant support or funding from this office? \_\_\_\_\_/10

(Use points scale below for scoring guidance)

☐ 0-2 times: 10 points

☐ 3-5 times: 7 points

☐ 6 times or greater: 4 points

Rate the event's ability to achieve significant overnight lodging stays through its participants and/or event spectators.....\_/25

(Use the application projected visitation & overnights to score)

**Soundness of Proposed Event (15 points total)**

Has an event date been secured?.....\_/5

Has an event location been secured?.....\_/5

Did the event organizer include a detailed budget?.....\_/10

*Using the Event Description Narrative please score the following criteria:*

**Quality of Proposed Event (25 points total)**

Does the event fit the Visit Space Coast family friendly vacation destination story with a focus on promoting beaches, space, fitness and/or active lifestyles, ecological or environmental experiences and other experiences that fit the Visit Space Coast brand? ...../10

Does the event possess any unique qualities that will create publicity opportunities on a regional or national level or create a compelling reason for people to visit the Space Coast? ...../10

*Using the event's Event Plan please score the following criteria:*

**Soundness of Event Plan (25 points total)**

Does the event reach potential visitors outside of Brevard County that are likely to attend the event as spectators? ...../15

Does the event plan target an audience consistent with Visit Space Coast target demographics (families that tend to travel with a household income of \$75K+)?...../10

**Total \_\_\_\_\_/100**

**Application Checklist:** Completed Application \_\_\_\_ Detailed Event Description \_\_\_\_ Event Budget \_\_\_\_  
Event Timeline/Schedule \_\_\_\_ Event Map \_\_\_\_ Event History and/or References \_\_\_\_

## ATTACHMENT C

### Tourist Development Office Grant Reimbursement Procedures General Introduction – Grantee Please Read

As a government entity, these grants are under strict State and County guidelines and requirements related to disbursement of Tourist Development Tax (TDT) revenue dollars.

**Before you prepare your reimbursement, please ensure that the items you are requesting reimbursement are consistent with your grant application and grant agreement. Also, please note all Tourism Development Office Grants are reimbursement based. They ARE NOT direct payments or pre-payments.**

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

Please submit your grant reimbursement request form in Excel and the backup in Adobe PDF format.

Please begin submitting grant reimbursement submitting package as soon as your event or season is complete. Deadline for ALL grant reimbursement requests for FY 23-24 is October 11, 2023.

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

**Before you prepare your reimbursement, please ensure that the items you are requesting reimbursement are consistent with your grant application and grant agreement. Also, please note all Tourism Development Office Grants are reimbursement based. They ARE NOT direct payments or pre-payments.**

1. **The Grant Reimbursement Request Form** (cover sheet, an Excel document provided to you). **A)** Vendor invoices must be listed line by line. **B)** Please include the vendor name, vendor invoice #, description of grant related service and amount of reimbursement being requested. **C)** Invoice numbers on Grant Reimbursement Request Form for reimbursement are not the 1, 2, 3...they are the actual vendor invoice number.
2. **Vendor Invoices and Receipts for Allowable Expenses.** **A)** Invoices and receipts must have the line # on the top of each page of backup that corresponds with line # on the Grant Reimbursement Request Form in #1. **B)** This includes invoice or receipt from web and software-based services like Zoom, Adobe or other website(s).
3. **Proof of Goods and Services purchased with grant funding** in the form of cancelled checks (front and back copy), credit card receipts and statements. ALL account numbers, bank routing number, social security numbers, authorizing signatures and other credit card

transactions MUST be redacted (blacked out).

4. **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
  - 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.
  - Missing receipts require a form memo
5. **Allowable expenses shall include the following:**
  - Sports Facilities (i.e. fields, gyms, etc.)
  - Required Sports personnel (i.e. referees)
  - Marketing and programming expenses for the event
  - Paid advertising, and media buys outside of Brevard County for the event
  - Site fees/costs (contract help, rentals, insurance)
  - Rights and sanction fees for the governing body of the sport.
  - Non-monetary awards (medals, ribbons, plaques, etc.)
6. **Unallowable expenses:**
  - General and administrative expenses
  - Contests or Giveaways
  - Marketing within Brevard County
  - Building, renovating, and/or remodeling expenses
  - Permanent equipment purchases
  - Debts incurred prior to grant request
  - Programs which solicit advertising or sponsorships
  - Non-sports personnel wages or salaries
  - Event Insurance

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If you have any questions or need additional information, please contact the grant administrator via email or in writing to:

Brevard County Office of Tourism

**Attn: Terry Parks, Sports Commissioner**

**Address: 150 Cocoa Isle Blvd., Suite #401 Cocoa Beach, FL 32931**

**321-349-2997**

**Email: [terrence.parks@visitspacecoast.com](mailto:terrence.parks@visitspacecoast.com)**



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Miscellaneous

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J.4.

5/9/2023

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### **Subject:**

Resolution Demanding Attorneys Ray Taseff and Jessica Travis Pay Forward their Settlement Fees to the Actual Victims of their Clients

### **Fiscal Impact:**

None

### **Dept/Office:**

District 3 Commission Office

### **Requested Action:**

It is requested that the Board approve the attached resolution demanding attorneys Ray Taseff and Jessica Travis pay forward their settlement fees to the actual victims of their clients.

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

See attached resolution demanding attorneys Ray Taseff and Jessica Travis pay forward their settlement fees to the actual victims of their clients.

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

**Resolution 23 - \_\_\_\_\_**

**A RESOLUTION ON BEHALF OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS DEMANDING ATTORNEYS RAY TASEFF AND JESSICA TRAVIS DEMONSTRATE BASIC HUMAN DECENCY AND PAY FORWARD THEIR SETTLEMENT FEES TO THE ACTUAL VICTIMS OF THEIR CLIENTS' CRIMES AGAINST CHILDREN**

**WHEREAS**, attorneys Ray Taseff and Jessica Travis represented Charles Munsey, Jr., Vincent Rinaldi, and Charles Violipus in the case of Rinaldi et al. v. Brevard County; and

**WHEREAS**, the 6<sup>th</sup> Amendment of the U.S. Constitution provides the right of criminal defendants to obtain counsel; and

**WHEREAS**, in 1963 the United States Supreme Court extended this important right to state prosecutions which are criminal in nature, through the ruling of Gideon v. Wainwright, protecting the integrity of the criminal justice system; and

**WHEREAS**, attorneys Ray Taseff and Jessica Travis cannot hide behind this constitutional protection as justification for their atrocious and despicable actions during their involvement in this litigation, as this case was civil in nature and therefore not protected by the 6<sup>th</sup> Amendment; and

**WHEREAS**, voluntarily fighting for registered sex offenders and predators who obtained such classifications through convictions by a jury of their peers of crimes such as sexually abusing, and molesting adolescents and pre-pubescent children is a shameful and disgraceful action; and

**WHEREAS**, in the interest of attempting to redeem these attorneys, the Brevard County Board of County Commissioners demand they turn over the \$150,000.00 in fees earned from the case to the actual victims who were irreparably harmed by the heinous actions of their clients – Charles Munsey, Jr., Vincent Rinaldi, and Charles Violipus; and

**WHEREAS**, while it is recognized that sexual offenders and predators have the right to file a lawsuit, it would be fortunate if they valued the freedoms and rights of their victims as much as they care about attending Commission meetings.

**NOW, THEREFORE, BE IT RESOLVED THAT**, the Brevard County Board of County Commissioners demand that attorneys Ray Taseff and Jessica Travis pay forward their portion of settlement fees to the actual victims of those abused by their clients.

DONE, ORDERED AND ADOPTED, in regular session, this 9th day of May, 2023.

ATTEST:

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RACHEL SADOFF, CLERK

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



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Add-On

J.5.

5/9/2023

### Subject:

Legislative Intent and Permission to Advertise an Ordinance Amending Chapter 62, Article XVII, "Workforce Housing Incentives," Brevard County Code of Ordinances

### Fiscal Impact:

None

### Dept/Office:

Housing and Human Services

### Requested Action:

It is requested that the Board approve the statement of legislative intent set forth below and authorize the advertisement of an ordinance amending Chapter 62, Article XVII, "Workforce Housing Incentives," Brevard County Code of Ordinances, in order to implement a Brevard County Workforce and Supportive Housing Trust Fund as required by a Charter amendment approved by the voters in the November 2022 election.

### Summary Explanation and Background:

In November of 2022, an amendment to the Brevard County Home Rule Charter was approved by voters to add Section 1.9, Workforce and Supportive Housing Trust Fund to the Charter. This new section reads:

#### ***"Section 1.9. Brevard County Workforce and Supportive Housing Trust Fund.***

- (a) The Brevard County Workforce and Supportive Housing Trust Fund is hereby established.*
- (b) Purpose of Trust Fund. The purpose of the trust fund is to provide a continuing, non-lapsing fund for Brevard County to use to address the need for affordable housing within Brevard County. The trust fund shall be used to create and sustain affordable housing throughout Brevard County for renters and homeowners and to increase workforce housing opportunities.*
- (c) Revenue sources. The trust fund shall be funded as directed from time to time by the county commission and may be comprised of the following sources:*
  - (1) Funds from the sale of county surplus real property, the funds which are not otherwise legally committed to other sources; and*
  - (2) Other sources as established from time to time by ordinance.*
- (d) Continuing nature of trust fund. Unless otherwise provided by ordinance or resolution or required by applicable law, unspent portions of the trust fund, repayments of principal and interest on loans*



*provided from the trust fund, and interest earned from the deposit or investment of monies from the trust fund:*

*(1) Shall remain in the trust fund to be used exclusively for the purposes of the trust fund;*

*(2) Shall not revert to the general revenues or other funds of the county; and*

*(3) Any appropriations shall not lapse.*

*(e) Implementation. Not later than July 1, 2023, the county commission shall adopt one or more ordinances implementing the provisions of this section, which ordinances may be amended from time to time.*

*Newly Adopted 11/08/2022."*

As the new Charter language requires the Board of County Commissioners to adopt an ordinance or ordinances implementing the provisions of the newly enacted Section 1.9 on or before July 1, 2023, it is requested that the Board approve the following statement of legislative intent and authorize the advertisement of an ordinance amending Chapter 62, Land Development Regulations, Article XVII, "Workforce Housing Incentives," Brevard County Code of Ordinances.

Statement of Legislative Intent: It is proposed that staff draft an ordinance amending Chapter 62, Land Development Regulations, Article XVII, "Workforce Housing Incentives, of the Brevard County Code of Ordinances to implement the provisions of newly adopted Section 1.9 of the Brevard County Home Rule Charter.

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

N/A

**RESOLUTION 2022- 093**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, CALLING A SPECIAL ELECTION ON NOVEMBER 8, 2022, ON THE QUESTION OF WHETHER BREVARD COUNTY SHOULD CREATE SECTION 1.9 OF THE BREVARD COUNTY HOME RULE CHARTER TO PROVIDE A WORKFORCE AND SUPPORTIVE HOUSING PROGRAM; PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1. AUTHORITY FOR RESOLUTION.** This Resolution is adopted pursuant to the authority of the Board under Chapter 125, Florida Statutes, the Brevard County Home Rule Charter, Article VIII, section (1)(c), and Article X, Section 12(d), of the Florida Constitution and any other applicable provision of law.

**SECTION 2. FINDINGS.** It is hereby found and determined as follows:

A. A charter has been adopted for Brevard County entitled "Brevard County Home Rule Charter."

B. The Charter Review Commission has proposed an amendment to the Brevard County Charter.

C. The Legal Panel review of the amendment found amendment Proposal 6 (Amendment Creating Section 1.9 providing a Workforce And Supportive Housing Program), as set forth in CRC Resolution 2022-006, to be consistent with the Florida Constitution, general law, and the Brevard County Charter and to contain a single subject.

D. The general election to be held on November 8, 2022, is an appropriate and desirable date for the conduct of a concurrent special election on the proposed CRC amendment.

**SECTION 3. SPECIAL ELECTION.** A special election is hereby called and ordered to be held concurrently with the general election to be held on November 8, 2022, to determine whether or not the amendment to the Brevard County Home Rule Charter as recited in CRC Resolution 2022-006, as the proposed amendment is more particularly set forth in Section 7 below, shall be approved.

**SECTION 4. NOTICE OF SPECIAL ELECTION.** This Resolution shall be published once a week for four consecutive weeks in full as part of the Notice of Special Election, together with a notice in substantially the form attached hereto as Exhibit "A," in

Florida Today, a newspaper of general circulation in the County with the first such publication occurring in the fifth week prior to the election provided that the first publication must be at least thirty days but no more than forty-five day prior to the date set for the election.

**SECTION 5. PLACES OF VOTING, INSPECTORS, CLERKS.** The polls will be open at the voting places on the date of such special election during the hours prescribed by law. All qualified electors shall be entitled and permitted to vote at such special election on the proposition provided below. The places of voting and the inspectors and clerk for the special election shall be those designated by the Supervisor of Elections of Brevard County.

**SECTION 6. OFFICIAL BALLOT. Proposal No. 6.** The ballots to be used in the special election shall contain a statement of the description of the proposed amendment to the County Charter, and, without waiving the County's right to challenge the amendment as misleading, that description shall conform to the ballot language submitted by the CRC and ordered to be placed on the ballot by the Court in substantially the following form:

**BALLOT**  
**Brevard County, Florida**

**BREVARD COUNTY CHARTER AMENDMENT**

**PROPOSAL NO. 6 – WORKFORCE  
AND SUPPORTIVE HOUSING**

Creates Section 1.9 of the Charter. The amendment establishes an affordable housing trust fund to assist in establishing affordable housing for renters and homeowners to create and increase workforce housing opportunities throughout the county. The trust fund shall be funded as directed by the county commission.

\_\_\_\_\_ Yes for approval

\_\_\_\_\_ No for rejection

**SECTION 7. CHARTER AMENDMENT. Proposal No. 6.** The full text of the proposed CRC amendment reads as follows:

A. Section 1.9 Brevard County Home Rule Charter is hereby created to read as set forth below. In interpreting the proposed amendment, new language is underlined and deleted language is ~~stricken through~~. The proposed amendment states as follows:

**Sec. 1.9. Brevard County Workforce and Supportive Housing Trust Fund.**

(a) The Brevard County Workforce and Supportive Housing Trust Fund is hereby established.

(b) Purpose of Trust Fund. The purpose of the trust fund is to provide a continuing, non-lapsing fund for Brevard County to use to address the need for affordable housing within Brevard County. The trust fund shall be used to create and sustain affordable housing throughout Brevard County for renters and homeowners and to increase workforce housing opportunities.

(c) Revenue sources. The trust fund shall be funded as directed from time to time by the county commission and may be comprised of the following sources:

(1) Funds from the sale of county surplus real property, the funds of which are not otherwise legally committed to other sources; and

(2) Other sources as established from time to time by ordinance.

(d) Continuing nature of trust fund. Unless otherwise provided by ordinance or resolution or required by applicable law, unspent portions of the trust fund, repayments of principal and interest on loans provided from the trust fund, and interest earned from the deposit or investment of monies from the trust fund:

(1) Shall remain in the trust fund to be used exclusively for the purposes of the trust fund;

(2) Shall not revert to the general revenues or other funds of the county;  
and

(3) Any appropriations shall not lapse.

(e) Implementation. Not later than July 1, 2023, the county commission shall adopt one or more ordinances implementing the provisions of this section, which ordinances may be amended from time to time.

B. The above amendment creating Article 1.9, shall become effective upon approval of the electors of Brevard County.

**SECTION 8. PAYMENT OF SPECIAL ELECTION EXPENSES.** The County Manager is hereby authorized and directed to approve the payment of lawful expenses associated with conducting the special election and the Clerk of the Board of County Commissioners is hereby authorized and directed to disburse funds necessary to pay such expenses.

**SECTION 9. VOTER REGISTRATION BOOKS.** The Supervisor of Elections for Brevard County is hereby authorized and requested to furnish to the inspectors and clerks at each place where the votes are to be cast in such special election, applicable portions of the registration books or certified copies thereof showing the names of the qualified electors.

**SECTION 10. ELECTION ADMINISTRATION.** The special election shall be held

and conducted in the manner prescribed by law and shall be as soon as practicable, be returned and canvassed in the manner prescribed by law. The result shall show the number of qualified electors who voted at such special election and the number of votes cast respectively for and against approval of the amendments. Upon certification in the manner prescribed by law, the results shall be recorded in the minutes of the Board of County Commissioners.

**SECTION 11. ELECTION RESULTS.** If the majority of the votes cast at such a special election shall be "Yes For Approval," the amendments shall pass until and unless such amendment or ballot language is invalidated by a court with jurisdiction.

**SECTION 12. SEVERABILITY.** In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, sentence or paragraph hereof.

**SECTION 13. REPEALING CLAUSE.** All resolutions or other actions of the County which are in conflict herewith are hereby repealed to the extent of such conflict or inconsistency.

**SECTION 14. EFFECTIVE DATE.** This resolution shall take effect upon adoption by the Board of County Commissioners.

**DONE, AND ADOPTED** in Regular Session of the Board of County Commissioners of Brevard County, Florida, this 16 day of August, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

  
Rachel M. Sadoff, Clerk  
(SEAL)

  
Kristine Zonka, Chair

As approved by the Board on 8/16/2022

Reviewed for legal form and content:

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



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## New Business - Add-On

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J.6.

5/9/2023

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### **Subject:**

Amendments to BCC-97, Board Meeting Rules and Procedures, to Provide for the Recording and Broadcast of Board of County Commissioners Meetings and for Public Comment to Follow Board Reports

### **Fiscal Impact:**

None

### **Dept/Office:**

County Attorney's Office

### **Requested Action:**

It is requested that the Board approve amendments to Board policy BCC-97, Board Meeting Rules and Procedures, to provide for the recording and broadcast of meetings of the Board of County Commissioners, and to revise the meeting order of business so that public comment follows Board reports.

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

The proposed amendments to BCC-97, Board Meeting Rules and Procedures, were recommended by the Chair in order to streamline meetings and prioritize the broadcast of official business of the Board of County Commissioners as published on the agenda.

The proposed amendments establish by policy the existing practice that the SCGTV / Communications Office records meetings of the Board of County Commissioners, and broadcasts the meetings on Space Coast Government Television. The amendments further formalize in policy that the Brevard County Government website hosts live Board meetings and an archive of previously recorded meetings. The amendments provide for SCGTV to record and broadcast Board meetings from the beginning of each meeting until the conclusion of Board reports.

The proposed amendments modify the order of business on Board meeting agendas to provide that public comment shall follow Board reports.

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

Please forward signed original to the County Manager's Office.



BOARD OF COUNTY COMMISSIONERS

**POLICY**

Number: BCC-97

Approved: March 21, 2023

Amended: May 9, 2023

Originator: County Attorney's Office

Review: March 21, 2026

**TITLE: Board Meeting Rules and Procedures****I. Objective**

Provide operating rules and procedures for the Board of County Commissioners to govern the meetings and authority of the Board and its members.

**II. Authority**

These rules are enacted and adopted under the authority of Section 125.01(1)(a), Florida Statutes. These rules shall be construed in a manner which is consistent with applicable state and federal law and to the extent of any conflict, applicable state or federal law shall prevail.

This BCC policy is intended to supersede Resolution 17-231 of the Board of County Commissioners. This policy shall control over any conflicting provision of BCC-55.

**III. Rules and Procedures****A. *Robert's Rules of Order* and Quorum Requirements**

1. The Board of County Commissioners hereby adopts The Scott, Foresman *Robert's Rules of Order*, Newly Revised, 1990 Edition and any future editions of the same, as a guideline for conducting its meetings.
2. No action taken by the Board of County Commissioners shall be deemed invalid or otherwise unlawful for failure to strictly comply with *Robert's Rules of Order*.
3. To the extent of any conflict between rules or policies adopted by the Board of County Commissioners and *Robert's Rules of Order*, the adopted rules or policies of the Board of County Commissioners shall govern.
4. These rules and *Robert's Rules of Order* are subordinate to and governed by any applicable state or federal laws governing quorums, voting, abstention, conflicts of interest, disclosure, public meetings or any other subject matter addressed in *Robert's Rules* or these rules.

5. For the purposes of meeting the requirements of *Robert's Rules of Order*, the Board of County Commissioners hereby establishes the presence of three members as a quorum for any meeting.

6. A motion to table takes priority over other pending motions.

**B. Calling and Cancellation of Meetings**

1. The time and place of regular meetings of the Board of County Commissioners shall be established by the Board under the authority of Section 125.01(1)(a), Florida Statutes, and Brevard County Code, Section 2-26 through 2-28 and, after January 1, 1995, Section 2.8 of the Brevard County Charter with the following exceptions

a) Zoning Board meetings shall commence no earlier than at 5:00 pm, unless altered by the Board.

b) Any regular or special meetings shall adjourn no later than 11:00 p.m., unless extended by the Board.

2. Special meetings may be called by the Chair or two or more Commissioners. Special meetings may also be called by the Chair or Vice Chair of the Board of County Commissioners in the event of a bona fide emergency or when necessary, upon advice of counsel, in order to comply with state or federal law.

3. Notice of any regular or special meeting of the Board of County Commissioners shall be provided in accordance with applicable state law and adopted county ordinances. In the event of emergency meetings, the Board shall provide as much notice as is reasonable under the circumstances which shall include, at a minimum, a posting of notice of the meeting as much in advance of the meeting as is possible under the circumstances.

4. Any regular or special meetings may be cancelled by majority vote of the Board of County Commissioners. A special or emergency meeting may be cancelled by the Chair of the Board only under extraordinary circumstances as follows:

a) In the case of an emergency meeting, when the emergency no longer exists as determined by the Chair and the County Manager;

b) When the purpose of the special meeting cannot be fulfilled as determined by the Chair and the County Manager;



c) When holding of the special or emergency meeting would violate state or federal law, as determined by the Chair upon advice from the County Attorney.

5. All meetings must comply with Section 286.011, Florida Statutes, and all other applicable open-government laws, unless otherwise exempt under those laws.

6. Action by the Board of County Commissioners at a special meeting shall be limited to the purpose for which the special meeting was called.

7. Action by the Board of County Commissioners at a Zoning board meeting shall be limited to those purposes related to land-use, unless the Board finds by a supermajority vote that delaying action until a regular meeting would be detrimental to the interests of the public.

**C. Authority of the Chair and Vice-Chair**

1. The Chair shall have the authority to conduct the meetings in the manner prescribed by *Robert's Rules of Order*, by this policy and by applicable state or federal law.

2. The Chair shall have the authority to execute such documents, agreements or ordinances as may be authorized by the Board or under applicable state or federal law.

3. The Chair shall have such other authority as may be prescribed by these rules and as may be incidental to the exercise of that authority.

4. The Vice-Chair, upon the out-of-county absence or incapacitation of the Chair, shall have and exercise the authority afforded the Chair. In the event both the Chair and Vice-Chair are absent from the County at a time when a meeting of the County Commission is necessary, due to emergency or otherwise, or in the event that it is necessary for someone to act in behalf of the absent Chair and Vice-Chair, the Chair Pro Tem is hereby declared to be the Commissioner with the lowest district number who is present in the County. In such circumstances, the temporary acting Chair shall have all authority that would otherwise have been vested in the Chair. A Chair Pro Tem can also be elected by the Commission for the purpose of exercising one or more specific functions that cannot be performed by the Chair or Vice-Chair.

**D. Agenda**

1. The rules governing the preparation, addition to and omissions from the agenda for any regular or special meeting shall be those established by Board of

County Commissioners, Agenda Report Procedure Administrative Order Number AO-23, which is incorporated herein by reference.

2. The Chair of the Board shall have the authority to move agenda items in order to expedite the progression of a meeting, or to schedule items for a time certain.

3. The Board may approve, by single motion and a majority vote, all items included on a consent agenda. Any item removed from the consent agenda must be approved by separate motion and majority vote. Items may be removed from the consent agenda for full discussion. Removal of a consent agenda item may be requested at the Board meeting by any Board member, the County Manager, the County Attorney, or an individual filling a card seeking to speak on a specific matter at any time prior to the approval of the entire consent agenda. County Commissioners, the County Manager, and the County Attorney should make an effort, if possible, to communicate the intent to remove an item from the consent agenda before 12:00 noon on the Friday before the meeting at which the item is to be considered. Those items removed from the consent agenda shall be addressed after approval of the consent agenda.

4. Board action on matters requested by a Commissioner, individuals, groups and organizations shall be placed under New Business and identified by the specific action being requested. Citizen requests are items presented by individuals, groups or organizations, and sponsored by a county commissioner or items placed on the agenda after Public Comment and a vote by the Board to place the item on the agenda.

5. Special presentations to the Board by other governmental officials can be scheduled under New Business, or brief presentations not requiring lengthy discussion can be scheduled as a Guest Appearance under Resolutions and Awards.

6. Board meetings may begin with a moment of silence.

#### **E. Public Meetings**

1. The procedure and content for conducting all public meetings shall be governed by applicable provisions of state or federal law.

2. Public hearings on items which required advertisement prior to the public meeting may be continued to a date and time certain upon majority vote approving a motion to that effect. For public hearings related to the enactment of a proposed ordinance, including, but not limited to, code amendments, comprehensive plan amendments, and rezoning ordinances, the continued

hearing shall be advertised in the same manner that was required of the initial hearing.

3. All persons wishing to address the Board of County Commissioners regarding an agenda item or public comment at a public meeting shall address the commission by abiding by the following requirements:

a) Each person shall fill out a card indicating his/her desire to appear on a specified agenda item or public comment and present the card to the person designated by the Board to collect those cards, prior to the discussion of the item.

b) Every person addressing the Board shall have three minutes to complete his/her remarks on public comment or each agenda item for which he/she has filled out a card. The Chair has the discretion to determine or alter time limits on any item which is not a quasi-judicial public hearing. The Board may vote to amend time limits on public meeting items which are legislative in nature and not quasi-judicial zoning procedures. The time limit shall include any time allocated for video, Power Point or other electronic presentation as described in the section entitled Video, Power Point and other Electronic Presentations.

c) No person may share or transfer his/her allotted time period on any agenda item to any other person.

d) All remarks shall be made to the Board as a body. Any questions raised shall be addressed to the Chair and no speaker shall address any individual Commissioner without obtaining the permission of the Chair. All questions directed to members of the Board shall be addressed through the chair, unless the speaker has been asked a direct question by a particular Commissioner.

e) Personal, obscene or slanderous remarks shall not be permitted.

f) Any speaker may supplement his/her presentation by presenting written comments to the Board.

g) All new evidence or documentation which is not presented to the Planning & Zoning Board shall be submitted to the County staff at least two weeks prior to the date of the public hearing at which the Board of County Commissioners will consider the matter. In the event new materials are submitted at the public hearing, the new materials shall

constitute grounds for the Board of County Commissioners to continue the item to the next zoning meeting or for a minimum of thirty (30) days to consider the new evidence submitted.

h) In cases of appeals of administrative interpretations and vested rights determinations and zoning cases, as determined by the Board, where it is apparent that a particular issue is controversial and subject to objections or opposing evidence, or is denied, the Board of County Commissioners may adopt a resolution stating its determination. The resolution shall be drafted upon the vote of the Board of County Commissioners after the close of the public hearing and returned to the Board of County Commissioners for final adoption at a publicly advertised meeting as a consent item. Any party affected by the Board of County Commissioners decision on an appeal of an administrative interpretation, vested rights determination, or zoning case shall have 30 days from the date the resolution is executed to file an appeal in the circuit court.

4. Quasi-judicial Hearings, or public hearings at which applications for rezoning, site-specific land use amendments or other site-specific development orders are considered shall be governed by the procedures set forth above under Public meetings and as supplemented by the following procedures. The time limits provided for quasi-judicial hearings are in lieu of the time limits provided under Section E (3) (b) above. Video, Power Point and electronic presentations shall be included within the time limits provided below.

a) The administrative staff shall present a summary of the application.

b) The applicant shall have a choice of being given a total of 15 minutes to present its application or dividing the 15 minutes between multiple persons. If the applicant chooses the 15 minutes option, the applicant may, in any manner it deems appropriate, divide the 15 minutes between its initial application and any rebuttal it may wish to present. The applicant shall be allowed to cross examine other speakers at the end of the speaker's presentation on material and relevant issues. The time required for the cross examination shall be deducted from the total amount of time allotted to the applicant. If the applicant chooses to use the entire 15 minutes for the initial presentation, the applicant will be deemed to have waived any right or opportunity for cross examination of other speakers. In addition to, or in lieu of cross examination, the applicant may request an additional seven (7) days beyond the date of the hearing to submit evidence in rebuttal of testimony presented by persons presenting evidence in opposition to the applicants and tabling

of the item to allow consideration of the submission. The Board has the discretion to allow additional time for cross examination or tabling.

c) Any person who has filled out a card, as provided for above, and who is interested in addressing the Board of County Commissioners on the matter under consideration, shall be given five minutes within which to make his/her presentation.

d) At the conclusion of the five-minute presentations by all persons filling out cards, the applicant shall be given whatever time period has been reserved within which to rebut any arguments, facts or positions presented during the public hearing.

e) At the conclusion of the presentations made by the staff, the applicant and any speakers, the Board of County Commissioners shall submit the matter under consideration to discussion among the Board members. Any Board member may ask any question of the applicant or staff or any other person. At the conclusion of the discussion of the matter, the applicant shall be given an additional two minutes to rebut any facts, positions or information presented in response to questions posed during the discussion.

f) Any documentary or physical evidence presented to the Board of County Commissioners in support of, or in opposition to, an application shall be offered into the record by submitting a copy of the same to the Clerk to the Board, who shall keep such documentary and physical evidence as part of the record of the proceeding. It shall be the responsibility of the party offering the evidence to make sure that it is received by the Clerk to the Board as part of the record. The staff report presented on any application and all applicable Brevard County codes and ordinances shall be deemed part of the record in all applications considered by the Board.

g) In cases of appeals of administrative interpretations and vested rights determinations and zoning cases as determined by the Board, the Board of County Commissioners may adopt a resolution stating its determination. The resolution shall be drafted upon the vote of the Board of County Commissioners after the close of the public hearing and returned to the Board of County Commissioners for final adoption at a continuation of the public hearing. Any party affected by the Board of County Commissioners decision on an appeal of an administrative interpretation shall have 30 days from the date the resolution is executed to file an appeal in the circuit court.

h) It shall be the responsibility of any person deciding to appeal any decision made by the Board of County Commissioners with respect to any matter considered at a public hearing under this section, to ensure that a verbatim record of the proceedings is made, which record shall include the testimony and evidence upon which any such appeal is to be based. It shall further be the responsibility of any such person to ensure that the Clerk to the Board receives copies of any such transcript or evidence.

5. Any person, not otherwise prohibited by statute, Charter provision, or ordinance, may discuss, with any Board member, any matter on which action may be taken by the Board of County Commissioners whether the matter is quasi-judicial in nature or not. If the matter is quasi-judicial (rezoning, site specific plan amendment, development of regional impact or appeal of administrative interpretation) the following procedures must be complied with in order to remove any presumption of prejudice which may arise from the ex parte communication with the County Commission member. In addition, as to appeals of administrative interpretations, staff conferences shall be disclosed as described below.

a) the subject of the communication and the identity of the person, group, or entity with whom the communication took place, must be disclosed and made a part of the record before the final action on the matter.

b) written communications must be made a part of the record before final action on the matter;

c) the existence of investigations, site visits, or expert opinions obtained on a particular matter must be made a part of the record before final action on the matter;

d) the law requires the disclosures made pursuant to paragraphs (a), (b), and (c) to be made before or during the public meeting at which the vote is taken on such matters so that persons who have opinions contrary to those expressed in the ex parte communications are given reasonable opportunity to refute or respond to the communication. The Board chooses to use a uniform system for reporting and disclosing such contacts. Prior to the meeting, all commissioners shall provide a written summary of any ex parte contact with any applicants or citizens on any item on the agenda. The summary shall contain the names of the people who met with the commissioner, the location of the meeting and the topics discussed in the meetings. The written summary shall be sent to the Zoning Director to be placed in the official zoning file. In the event

such disclosure is not provided prior to the meeting, the disclosure may be made at the public hearing immediately before the item is heard by the Board of County Commissioners.

**F. Resolutions, Awards and Presentations**

1. Requests for presentation of resolutions and/or awards must be made with a Commission Office or the County Manager and scheduled as part of the agenda under the heading of Resolutions, Awards and Presentations. Requests should be directed to a Commission Office or County Manager. A written summary, with appropriate supporting or background material, is required to be included.
2. A Guest Appearance may be scheduled for an individual to make a brief presentation under Resolutions, Awards and Presentations by a Commissioner, County Manager or County Attorney.

**G. Public Comments**

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

**H. Rules of Decorum for Members of the Public Addressing the Board.**

1. **Addressing the Board/Subject Matter.** Speakers who wish to address the Board, whether on an agenda item or under public comment, shall fill out a card specifying the agenda item or subject they wish to address.
  - a) Any person addressing the Board on an agenda item shall limit his or her comments to the agenda item that has been specified in the card filled out by the speaker.
  - b) A speaker shall limit comments made during public comment to matters that are within the control, authority and jurisdiction of the County Commission and to those items where the Board has traditionally expressed a position for the betterment of the community interest.

## 2. Rules of Decorum

a) The County Commission declares it to be Board policy to promote the maximum participation in County affairs by affected or interested citizens in accordance with the First Amendment protections guaranteed under the United States Constitution. However, it is also the Board policy, to the fullest extent possible, to protect individuals from comments that assault their character. In furtherance of that policy, no person who addresses the County Commission shall make slanderous, profane or other remarks that are not protected by the First Amendment, with full recognition that public figures are not subject to the same degree of protection from critical comments as other individuals.

b) In the event serious allegations of misconduct or incompetence are alleged against any County employee, the Board may abate the matter and request the County Manager to investigate the allegations. The Board shall also offer the employee, at the employee's discretion, the opportunity to be present during the proceeding in order to address the allegations. The County Manager may offer the County employee administrative leave to allow the employee the opportunity to investigate the allegation and appear at a subsequent meeting to address such allegations.

c) Persons speaking under the public comment portion of the agenda may address topics or issues under the jurisdiction or control of the County Commission or that are relevant to business of the County Commission.

d) It is the policy of the Board of County Commissioners to respect minority views as well as differing opinions conclusions backgrounds and beliefs. The Board finds that input from differing perspectives enriches public discussion and helps to build a better consensus. It is therefore the objective of the Board to conduct business in a manner that facilitates and encourages the presentation of diverse views while maintaining civility during all Board proceedings.

e) Since the County Commission has no jurisdiction or authority over the charging of prosecution of criminal violations any allegation of criminal behavior against a person or organization should be presented to the State Attorney, Sheriff or other law enforcement agency with jurisdiction. The foregoing sentence shall not be construed to restrict, prohibit or affect the ability of any person to bring to the attention of the



County Commission possible violations of the Code of Ethics for Public Officers and Employees, the Florida Sunshine Law, the Florida Public Records Law, other laws relating to county business, or violations of other laws over which the Commission has jurisdiction or authority to take corrective action.

**I. Video, Power Point and other Electronic Presentations**

Video, Power Point and other electronic presentations are to be limited to no longer than three minutes, and must be reviewed by County production staff, the Chair and the County Manager no less than twenty-four (24) hours prior to the meeting to ensure that the Board, live and broadcast audiences are not subjected to unsuitable videos which could contain material considered in conflict with accepted community standards regarding obscenity and pornography.

1. Only a separately stored video, Power Point or electronic presentation, of no more than three (3) minutes in length, will be accepted. Lengthy presentations for more than one presenter that require stopping and starting the same tape will not be accepted.
2. A person presenting a video, Power Point or other electronic presentation must state so on the speaker's card. The presenter must be familiar with the content of the presentation or video and be able to address any questions relating to the presentation or video that may be raised by the Board, staff, or other citizens.
3. Any video, Power Point or other presentation that contains news footage, broadcast or organization/ agency/ commercial programming will not be shown unless presenter provides a written waiver for re-broadcast use from the entity holding the copyright.
4. No video, Power Point, or other electronic presentation promoting a commercial enterprise will be shown unless related to relevant agenda items.

**J. Ordinances and Resolutions**

1. All ordinances and resolutions shall be adopted in the manner prescribed by law.
2. All notices required to be published for re-zonings or site-specific land use amendments shall state the specific action being requested of the Board. Such notice shall also indicate that the Board may grant "such other less intense zoning or land use classification as may be deemed appropriate."

**K. Suspension of Rules**

1. Any provision of these rules, including the provisions of Robert's Rules of Order as incorporated by these rules, may be suspended by majority vote of the Board of County Commissioners to the extent that such a suspension would not be inconsistent with applicable law.

**L. By-Laws**

These procedures shall be considered by-laws for the purposes of Robert's Rules of Order.

**M. Recording and Broadcast of Meetings**

Meetings of the Board of County Commissioners that are recorded by the SCGTV / Communications Office will be broadcast on Space Coast Government Television and hosted live on the Brevard County Government website, which will also host an archive of previously recorded meetings. The SCGTV / Communications Office will record and broadcast meetings of the Board of County Commissioners from the beginning of the meeting until the conclusion of Board reports.

**N. Reservation of Authority**

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

ATTEST:

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Rachel Sadoff, Clerk

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Rita Pritchett, Chair  
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA  
As approved by the Board on: \_\_\_\_\_



BOARD OF COUNTY COMMISSIONERS

## POLICY

Number: BCC-97

Approved: ~~May 18~~March 21,  
~~2021~~2023

Amended: ~~March 21~~May 9, 2023

Originator: County Attorney's Office

Review: March 21, 2026

### TITLE: Board Meeting Rules and Procedures

#### I. Objective

Provide operating rules and procedures for the Board of County Commissioners to govern the meetings and authority of the Board and its members.

#### II. Authority

These rules are enacted and adopted under the authority of Section 125.01(1)(a), Florida Statutes. These rules shall be construed in a manner which is consistent with applicable state and federal law and to the extent of any conflict, applicable state or federal law shall prevail.

This BCC policy is intended to supersede Resolution 17-231 of the Board of County Commissioners. This policy shall control over any conflicting provision of BCC-55.

#### III. Rules and Procedures

##### A. ***Robert's Rules of Order*** and Quorum Requirements

1. The Board of County Commissioners hereby adopts The Scott, Foresman *Robert's Rules of Order*, Newly Revised, 1990 Edition and any future editions of the same, as a guideline for conducting its meetings.
2. No action taken by the Board of County Commissioners shall be deemed invalid or otherwise unlawful for failure to strictly comply with *Robert's Rules of Order*.
3. To the extent of any conflict between rules or policies adopted by the Board of County Commissioners and *Robert's Rules of Order*, the adopted rules or policies of the Board of County Commissioners shall govern.
4. These rules and *Robert's Rules of Order* are subordinate to and governed by any applicable state or federal laws governing quorums, voting, abstention, conflicts of interest, disclosure, public meetings or any other subject matter addressed in *Robert's Rules* or these rules.

5. For the purposes of meeting the requirements of *Robert's Rules of Order*, the Board of County Commissioners hereby establishes the presence of three members as a quorum for any meeting.

6. A motion to table takes priority over other pending motions.

**B. Calling and Cancellation of Meetings**

1. The time and place of regular meetings of the Board of County Commissioners shall be established by the Board under the authority of Section 125.01(1)(a), Florida Statutes, and Brevard County Code, Section 2-26 through 2-28 and, after January 1, 1995, Section 2.8 of the Brevard County Charter with the following exceptions

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a) In the case of an emergency meeting, when the emergency no longer exists as determined by the Chair and the County Manager;

b) When the purpose of the special meeting cannot be fulfilled as determined by the Chair and the County Manager;

c) When holding of the special or emergency meeting would violate state or federal law, as determined by the Chair upon advice from the County Attorney.

5. All meetings must comply with Section 286.011, Florida Statutes, and all other applicable open-government laws, unless otherwise exempt under those laws.

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e) Personal, obscene or slanderous remarks shall not be permitted.

f) Any speaker may supplement his/her presentation by presenting written comments to the Board.

g) All new evidence or documentation which is not presented to the Planning & Zoning Board shall be submitted to the County staff at least two weeks prior to the date of the public hearing at which the Board of County Commissioners will consider the matter. In the event new materials are submitted at the public hearing, the new materials shall

constitute grounds for the Board of County Commissioners to continue the item to the next zoning meeting or for a minimum of thirty (30) days to consider the new evidence submitted.

h) In cases of appeals of administrative interpretations and vested rights determinations and zoning cases, as determined by the Board, where it is apparent that a particular issue is controversial and subject to objections or opposing evidence, or is denied, the Board of County Commissioners may adopt a resolution stating its determination. The resolution shall be drafted upon the vote of the Board of County Commissioners after the close of the public hearing and returned to the Board of County Commissioners for final adoption at a publicly advertised meeting as a consent item. Any party affected by the Board of County Commissioners decision on an appeal of an administrative interpretation, vested rights determination, or zoning case shall have 30 days from the date the resolution is executed to file an appeal in the circuit court.

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a) The administrative staff shall present a summary of the application.

b) The applicant shall have a choice of being given a total of 15 minutes to present its application or dividing the 15 minutes between multiple persons. If the applicant chooses the 15 minutes option, the applicant may, in any manner it deems appropriate, divide the 15 minutes between its initial application and any rebuttal it may wish to present. The applicant shall be allowed to cross examine other speakers at the end of the speaker's presentation on material and relevant issues. The time required for the cross examination shall be deducted from the total amount of time allotted to the applicant. If the applicant chooses to use the entire 15 minutes for the initial presentation, the applicant will be deemed to have waived any right or opportunity for cross examination of other speakers. In addition to, or in lieu of cross examination, the applicant may request an additional seven (7) days beyond the date of the hearing to submit evidence in rebuttal of testimony presented by persons presenting evidence in opposition to the applicants and tabling



of the item to allow consideration of the submission. The Board has the discretion to allow additional time for cross examination or tabling.

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g) In cases of appeals of administrative interpretations and vested rights determinations and zoning cases as determined by the Board, the Board of County Commissioners may adopt a resolution stating its determination. The resolution shall be drafted upon the vote of the Board of County Commissioners after the close of the public hearing and returned to the Board of County Commissioners for final adoption at a continuation of the public hearing. Any party affected by the Board of County Commissioners decision on an appeal of an administrative interpretation shall have 30 days from the date the resolution is executed to file an appeal in the circuit court.

h) It shall be the responsibility of any person deciding to appeal any decision made by the Board of County Commissioners with respect to any matter considered at a public hearing under this section, to ensure that a verbatim record of the proceedings is made, which record shall include the testimony and evidence upon which any such appeal is to be based. It shall further be the responsibility of any such person to ensure that the Clerk to the Board receives copies of any such transcript or evidence.

5. Any person, not otherwise prohibited by statute, Charter provision, or ordinance, may discuss, with any Board member, any matter on which action may be taken by the Board of County Commissioners whether the matter is quasi-judicial in nature or not. If the matter is quasi-judicial (rezoning, site specific plan amendment, development of regional impact or appeal of administrative interpretation) the following procedures must be complied with in order to remove any presumption of prejudice which may arise from the ex parte communication with the County Commission member. In addition, as to appeals of administrative interpretations, staff conferences shall be disclosed as described below.

a) the subject of the communication and the identity of the person, group, or entity with whom the communication took place, must be disclosed and made a part of the record before the final action on the matter.

b) written communications must be made a part of the record before final action on the matter;

c) the existence of investigations, site visits, or expert opinions obtained on a particular matter must be made a part of the record before final action on the matter;

d) the law requires the disclosures made pursuant to paragraphs (a), (b), and (c) to be made before or during the public meeting at which the vote is taken on such matters so that persons who have opinions contrary to those expressed in the ex parte communications are given reasonable opportunity to refute or respond to the communication. The Board chooses to use a uniform system for reporting and disclosing such contacts. Prior to the meeting, all commissioners shall provide a written summary of any ex parte contact with any applicants or citizens on any item on the agenda. The summary shall contain the names of the people who met with the commissioner, the location of the meeting and the topics discussed in the meetings. The written summary shall be sent to the Zoning Director to be placed in the official zoning file. In the event

such disclosure is not provided prior to the meeting, the disclosure may be made at the public hearing immediately before the item is heard by the Board of County Commissioners.

**F. Resolutions, Awards and Presentations**

1. Requests for presentation of resolutions and/or awards must be made with a Commission Office or the County Manager and scheduled as part of the agenda under the heading of Resolutions, Awards and Presentations. Requests should be directed to a Commission Office or County Manager. A written summary, with appropriate supporting or background material, is required to be included.
2. A Guest Appearance may be scheduled for an individual to make a brief presentation under Resolutions, Awards and Presentations by a Commissioner, County Manager or County Attorney.

**G. Public Comments**

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

**H. Rules of Decorum for Members of the Public Addressing the Board.**

1. **Addressing the Board/Subject Matter.** Speakers who wish to address the Board, whether on an agenda item or under public comment, shall fill out a card specifying the agenda item or subject they wish to address.
  - a) Any person addressing the Board on an agenda item shall limit his or her comments to the agenda item that has been specified in the card filled out by the speaker.
  - b) A speaker shall limit comments made during public comment to matters that are within the control, authority and jurisdiction of the County Commission and to those items where the Board has traditionally expressed a position for the betterment of the community interest.

## 2. Rules of Decorum

a) The County Commission declares it to be Board policy to promote the maximum participation in County affairs by affected or interested citizens in accordance with the First Amendment protections guaranteed under the United States Constitution. However, it is also the Board policy, to the fullest extent possible, to protect individuals from comments that assault their character. In furtherance of that policy, no person who addresses the County Commission shall make slanderous, profane or other remarks that are not protected by the First Amendment, with full recognition that public figures are not subject to the same degree of protection from critical comments as other individuals.

b) In the event serious allegations of misconduct or incompetence are alleged against any County employee, the Board may abate the matter and request the County Manager to investigate the allegations. The Board shall also offer the employee, at the employee's discretion, the opportunity to be present during the proceeding in order to address the allegations. The County Manager may offer the County employee administrative leave to allow the employee the opportunity to investigate the allegation and appear at a subsequent meeting to address such allegations.

c) Persons speaking under the public comment portion of the agenda may address topics or issues under the jurisdiction or control of the County Commission or that are relevant to business of the County Commission.

d) It is the policy of the Board of County Commissioners to respect minority views as well as differing opinions, conclusions, backgrounds and beliefs. The Board finds that input from differing perspectives enriches public discussion and helps to build a better consensus. It is therefore the objective of the Board to conduct business in a manner that facilitates and encourages the presentation of diverse views while maintaining civility during all Board proceedings.

e) Since the County Commission has no jurisdiction or authority over the charging or prosecution of criminal violations, any allegation of criminal behavior against a person or organization should be presented to the State Attorney, Sheriff or other law enforcement agency with jurisdiction. The foregoing sentence shall not be construed to restrict,

prohibit or affect the ability of any person to bring to the attention of the County Commission possible violations of the Code of Ethics for Public Officers and Employees, the Florida Sunshine Law, the Florida Public Records Law, other laws relating to county business, or violations of other laws over which the Commission has jurisdiction or authority to take corrective action.

**I. Video, Power Point and other Electronic Presentations**

Video, Power Point and other electronic presentations are to be limited to no longer than three minutes, and must be reviewed by County production staff, the Chair and the County Manager no less than twenty-four (24) hours prior to the meeting to ensure that the Board, live and broadcast audiences are not subjected to unsuitable videos which could contain material considered in conflict with accepted community standards regarding obscenity and pornography.

1. Only a separately stored video, Power Point or electronic presentation, of no more than three (3) minutes in length, will be accepted. Lengthy presentations for more than one presenter that require stopping and starting the same tape will not be accepted.
2. A person presenting a video, Power Point or other electronic presentation must state so on the speaker's card. The presenter must be familiar with the content of the presentation or video and be able to address any questions relating to the presentation or video that may be raised by the Board, staff, or other citizens.
3. Any video, Power Point or other presentation that contains news footage, broadcast or organization/ agency/ commercial programming will not be shown unless presenter provides a written waiver for re-broadcast use from the entity holding the copyright.
4. No video, Power Point, or other electronic presentation promoting a commercial enterprise will be shown unless related to relevant agenda items.

**J. Ordinances and Resolutions**

1. All ordinances and resolutions shall be adopted in the manner prescribed by law.
2. All notices required to be published for re-zonings or site-specific land use amendments shall state the specific action being requested of the Board. Such notice shall also indicate that the Board may grant "such other less intense zoning or land use classification as may be deemed appropriate."

**K. Suspension of Rules**

1. Any provision of these rules, including the provisions of Robert's Rules of Order as incorporated by these rules, may be suspended by majority vote of the Board of County Commissioners to the extent that such a suspension would not be inconsistent with applicable law.

**L. By-Laws**

These procedures shall be considered by-laws for the purposes of Robert's Rules of Order.

**M. Recording and Broadcast of Meetings**

Meetings of the Board of County Commissioners that are recorded by the SCGTV / Communications Office will be broadcast on Space Coast Government Television and hosted live on the Brevard County Government website, which will also host an archive of previously recorded meetings. The SCGTV / Communications Office will record and broadcast meetings of the Board of County Commissioners from the beginning of the meeting until the conclusion of Board reports.

**M.N. Reservation of Authority**

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

ATTEST:

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

\_\_\_\_\_  
Rita Pritchett, Chair  
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA  
As approved by the Board on: \_\_\_\_\_