

Meeting Date  
**SEPTEMBER 9,  
 2014**



AGENDA	
Section	<b>PUBLIC HEARING</b>
Item No.	I.B.6

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	ADOPTION OF FINAL BUDGETS FOR FY 2014-2015 FOR CERTAIN DISTRICTS AND PROGRAMS
DEPT/OFFICE:	BUDGET OFFICE

Requested Action:

It is recommended that the Board of County Commissioners adopt the final budgets for the districts and programs listed below.

Summary Explanation & Background:

The following budgets must be adopted in final form prior to September 15, 2013. If there are no objections or requests for individual discussion, these items may be approved with one motion.

<u>Description</u>	<u>FY 2014-2015 Budget</u>
<ul style="list-style-type: none"> <li>• Solid Waste Management            Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for the Solid Waste Management</li> </ul>	\$132,718,913
<ul style="list-style-type: none"> <li>• Stormwater Utility            before September 15 of each year, an annual budget shall be adopted for the Municipal Service Benefit Units Program</li> </ul>	\$11,964,056
<ul style="list-style-type: none"> <li>• Fire Rescue Operations Assessment            Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for Fire Rescue Operations</li> </ul>	\$30,750,865
<ul style="list-style-type: none"> <li>• Municipal Service Benefit Units            Brevard County Code of Ordinances specify that on or before September 15 of each year, an annual budget shall be adopted for Municipal Service Benefit Units</li> </ul>	\$23,916
<ul style="list-style-type: none"> <li>• Melbourne-Tillman Water Control District            A resolution adopting the budget tentatively approved at the August 12, 2014, public hearing is attached</li> </ul>	\$5,497,344

Clerk to the Board instruction: Maintain for records retention

Exhibits Attached: (1) Solid Waste Program Budget Information; (2) Stormwater Utility Budget Information; (3) Fire Rescue Budget Information; (4) Municipal Service Benefit Unit Budget Information; (5) Melbourne-Tillman Water Control District Resolution

Contract /Agreement (If attached): Reviewed by County Attorney Yes  No  PR

County Manager

Stockton Whitten

Department Director / Extension

Tom Rosenberg/52854



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972

September 10, 2014

MEMORANDUM

TO: Tom Rosenburg, Budget Director

RE: Item I.B.6., Resolution Adopting Final Budgets for FY 2014-2015 for Certain Districts and Programs

The Board of County Commissioners, in special session on September 9, 2014, adopted Resolution No. 14-143, adopting the final budgets for the districts and programs such as Solid Waste Management, Stormwater Utility, Fire Rescue Operations Assessment, Municipal Service Benefit Units, and Melbourne-Tillman Water Control District. Enclosed is a certified copy of the Resolution for your records.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Etheridge*

Tammy Etheridge, Deputy Clerk

/clm

Encl. (1)

cc: Finance

RESOLUTION NO. 14- 143

A RESOLUTION TO ADOPT A FINAL OPERATING BUDGET FOR THE MELBOURNE-TILLMAN WATER CONTROL DISTRICT PURSUANT TO CHAPTERS 165 AND 200, FLORIDA STATUTES, AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ADOPT THE FINAL BUDGET FOR FISCAL YEAR 2014-2015 AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, Chapters 86, 165 and 200, Florida Statutes, as amended, require that the Board of County Commissioners of Brevard County, Florida, adopt a resolution establishing an operating budget for the Melbourne-Tillman Water Control District for the ensuing fiscal year; and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, advertised its intent to adopt an annual budget;

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

1. This Resolution is hereby adopted under the provisions of Chapters 86, 165 and 200, Florida Statutes, as amended.
2. The Board of County Commissioners, Brevard County, Florida, as taxing authority for the Melbourne-Tillman Water Control District, does hereby adopt a final operating budget, as presented and amended at the public hearing held on August 12, 2014, for the fiscal year beginning October 1, 2014, and ending September 30, 2015, in the amount of \$5,497,344.

3. A certified copy of this Resolution shall be filed with the Property Appraiser and the Tax Collector of Brevard County, Florida, and the Department of Revenue of the State of Florida.

4. This Resolution shall take effect immediately upon its adoption.

DONE, ORDERED AND ADOPTED, THIS 9th DAY OF SEPTEMBER, A.D., 2014.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Scott Ellis, Clerk

By:   
\_\_\_\_\_  
Mary Bolin Lewis, Chairman

As approved by the Board on September 9, 2014

## SOLID WASTE MANAGEMENT PROGRAM BUDGET – FY 2014-2015

Chapter 94, Brevard County Code, provides that on or before the fifteenth day of September, the Board shall hold a public hearing to adopt the budget for the Operation and Maintenance of the Solid Waste Management System, and the Solid Waste Collection and Recycling program for the ensuing County fiscal year.

It is recommended that the Board of County Commissioners adopt the Solid Waste Management Program's budget for the Operation and Maintenance of the Solid Waste Management System and the Solid Waste Collection and Recycling programs.

### **FISCAL IMPACT:**

Annual Solid Waste Management Program's Budget:

Operation and Maintenance of the Solid Waste Management System	\$113,148,251
Solid Waste Collection and Recycling Programs	<u>\$19,570,662</u>
Total	\$132,718,913

Note: Resolutions establishing Solid Waste assessment rates and certifying the Solid Waste Assessment roll to the Tax Collector were adopted by the Board at this same meeting.

## STORMWATER UTILITY BUDGET - FY 2014-2015

Chapter 110, Brevard County Code, provides that on or before the fifteenth day of September, the Board shall hold a public hearing to adopt the operations, maintenance, and capital improvements construction Stormwater Utility budget for the County's ensuing fiscal year.

It is recommended that the Board of County Commissioners adopt the Stormwater Utility budget for operations, maintenance, and capital improvements construction.

### **FISCAL IMPACT:**

Stormwater Utility Annual Budget for FY 2014-2015:

Operations and Maintenance	\$ 8,745,355
Capital Improvements Program	<u>\$ 3,218,701</u>
Total	\$ 11,964,056

Note: The resolution for certification of the property roll for Stormwater Utility is scheduled for presentation to the Board at this public hearing.

## **FIRE SERVICE NON-AD VALOREM ASSESSMENT BUDGET - FY 2014-2015**

Ordinances 06-45 and 07-044, as amended by Ordinance 08-35, and section 197.3632, Florida Statutes, provide that on or before the fifteenth day of September, the Board shall hold a public hearing to adopt the Fire Service Non-Ad Valorem Assessment Benefit Area budget for the ensuing County fiscal year.

It is recommended that the Board of County Commissioners adopt the Fire Service Non-Ad Valorem Assessment Benefit Area budget. This budget is part of the Fire Rescue Department's budget; the remainder of the Department's budget is not included here.

### **FISCAL IMPACT:**

Annual Fire Service Non-Ad Valorem Assessment Budget:

Brevard County Fire Service Non-Ad Valorem Assessment:	\$30,750.865
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## MUNICIPAL SERVICE BENEFIT UNITS BUDGET - FY 2014-2015

Chapter 42, Brevard County Code, provides that on or before the fifteenth day of September, the Board shall hold a public hearing to adopt the Municipal Service Benefit Units budget for the ensuing County fiscal year.

It is recommended that the Board of County Commissioners adopt the Municipal Services Benefit Units budget.

### **FISCAL IMPACT:**

Annual Municipal Service Benefit Units Budget:

Brevard County Benefit Units	\$ 23,916
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Note: The resolution for certification of the property roll and Municipal Service Benefit Units Assessments is scheduled for presentation to the Board at this public hearing.

# AGREEMENT

## CDF South Landfill Cell 1 Brevard County Solid Waste Management Department

THIS AGREEMENT in **Three (3) copies**, made this 17<sup>th</sup> day of August, 2015 by and between the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, (herein referred to as the "OWNER"), whose mailing address is 2725 Judge Fran Jamieson Way, Viera, FL 32940 and **THALLE CONSTRUCTION COMPANY, INC.** (herein referred to as the "CONTRACTOR"), whose mailing address is 900 NC 86 North, Hillsborough, NC 27278. All correspondence, submittals and notices relating to or required under this Contract shall be sent, in writing, to the CONTRACTOR's and OWNER's addresses above; unless either party is notified, in writing, of a change in address.

### WITNESSETH:

WHEREAS, it is the intent of the OWNER to obtain the services of the CONTRACTOR in connection with the construction of **CDF South Landfill Cell 1**, thereafter referred to as the "Project" or the "Work"; and

WHEREAS, the CONTRACTOR desires to perform such construction on the Project in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the OWNER and the CONTRACTOR:

### **Article 1 – DEFINITIONS**

All terms in this Agreement which are defined in the Advertisement for Bids, Information to BIDDERS General Conditions and Supplementary Conditions for CDF South Landfill Cell 1, Bid No. B51572 shall have the meanings designated herein.

The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part hereof as if attached to this Agreement or repeated therein.

### **Article 2 - STATEMENT OF THE WORK**

The CONTRACTOR shall provide and pay for all materials, tools, equipment, machinery, apparatus, transportation, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

The CONTRACTOR shall further provide and pay for all related facilities described in any of the Contract Documents, including all Work expressly specified therein and such additional Work as may be reasonably inferred therefrom, saving and excepting only such items of Work as are specifically stated in the Contract Documents not to be the obligation of the CONTRACTOR. The totality of the obligations imposed upon the CONTRACTOR by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

**Article 3 - ENGINEER**

The Engineer (as defined in the General Conditions) shall be **Jones Edmunds & Associates, Inc.**, however, that the OWNER may, without liability to the CONTRACTOR, unilaterally amend this Article from time to time by designating a different person or organization to act as its ENGINEER and so advising the CONTRACTOR in writing, at which time the person or organization so designated shall be the ENGINEER for purposes of this Contract.

**Article 4 - TIME OF COMMENCEMENT AND COMPLETION**

The CONTRACTOR shall commence the Work promptly upon the date established in the Notice to Proceed.

Time is of the essence. The CONTRACTOR shall achieve Substantial Completion, as defined in SECTION 5 -General Conditions, within **450 calendar days** from the date of Notice to Proceed. This time period shall be designated the Contract Time.

The CONTRACTOR shall also complete the following activities of Work within the interim Milestone dates indicated, as applicable:

	<u>ACTIVITY</u>
A. Execution of Contract	Within 30 days from Notice of Award
B. Notice to Proceed	Follows Execution of Contract
C. Substantial Completion	<b>450</b> days from Notice to Proceed (Beneficial occupancy of the entire project)
D. Final Completion	<b>30</b> days from contracted Substantial Completion Date or <b>480</b> days from date of the Notice to Proceed
E. Warranty Period	<b>1</b> year from the date of final completion and acceptance by the OWNER

Should the CONTRACTOR fail to substantially complete the Work on or before the date stipulated as a Milestone date above, or for Substantial Completion (or such later date as may result from an extension of time granted by the OWNER), CONTRACTOR shall pay the OWNER, as liquidated damages, the sum of \$2,500.00 for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the OWNER will sustain per day by failure of the CONTRACTOR to complete within time as stipulated; it being recognized by the OWNER and the CONTRACTOR that the injury to the OWNER which could result from a failure of the CONTRACTOR to complete on schedule is uncertain and cannot be computed exactly. In no way shall cost of liquidated damages be construed as a penalty on the CONTRACTOR.

For each complete calendar day that the Work remains incomplete after the date established for Final Completion, The OWNER will retain from the compensation otherwise to be paid to the CONTRACTOR the sum of **\$2,500.00**. This amount is the minimum measure of damages the OWNER will sustain as a failure of the CONTRACTOR to complete all remedial Work, correct deficient Work, clean up the Project and other miscellaneous tasks as required to complete all Work specified. This amount is in addition to the liquidated damages prescribed above and represents compensation for additional costs the OWNER could incur or suffer caused by on-going construction while occupying the Project. Such costs

could include, but are not limited to, additional security and safety measures, temporary facilities or structures, reduced employee efficiency, additional operating costs, employee overtime, split shift, insurance, etc.

The amount of liquidated damages set forth herein above and in SECTION 6 - Supplementary Conditions herein above shall be assessed cumulatively. The items of cost included in the assessment of liquidated damages are as defined in the General Conditions.

#### **Article 5 – CONTRACT SUM**

Provided that the CONTRACTOR shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the OWNER shall pay to the CONTRACTOR, in current funds and at the time and in the installments hereinafter specified, the sum of **Eighteen Million, Four Hundred Twelve Thousand, Seven Hundred Seventy-Nine and 42/100 Dollars** (\$18,412,779.42) herein referred to as the "Contract Sum".

#### **Article 6 - PROGRESS PAYMENTS**

The CONTRACTOR hereby agrees that on or about the last day of every month during the performance of the Work the CONTRACTOR will deliver to the Engineer an Application for Payment of the Work for the preceding thirty (30) days in accordance with the provisions of Article 14 of the General Conditions (SECTION 5). This date may be changed upon mutual agreement, stated in writing, between the OWNER and CONTRACTOR. Payment under this Contract shall be made as provided in the General Conditions.

#### **Article 7 - OTHER REQUIREMENTS**

The CONTRACTOR shall submit the Performance Bond, Labor and Material Payment Bond, Maintenance Bond, and Certification of Insurance as required by the Contract Documents.

The OWNER shall furnish to the CONTRACTOR, at the CONTRACTOR's request, any leftover set(s) of drawings and specifications, at no extra cost, for use in the Construction of the Work. Additional sets of Drawings or Specifications shall be obtained by the CONTRACTOR at the CONTRACTOR's own expense.

The CONTRACTOR shall perform at least twenty-five percent (25%) of the total Work with forces that are in the direct employment of the CONTRACTOR's organization.

#### **Article 8 - COPYRIGHT**

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the OWNER, under this Agreement shall be subject to copyright by CONTRACTOR in the United States or any other Country.

#### **Article 9 - MODIFICATION**

This Agreement, together with Contract Documents, constitutes the entire contract between the COUNTY and the CONTRACTOR and supersedes all prior written or oral understandings. No

modification of this Agreement shall be binding on OWNER or CONTRACTOR unless reduced to writing and signing by a duly authorized representative of OWNER and CONTRACTOR.

**Article 10 - RIGHT TO AUDIT RECORDS**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to this Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the CONTRACTOR in conjunction with the Agreement and related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the OWNER and shall be retained by CONTRACTOR for a period of five (5) years after termination of the Agreement, unless such records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1) Florida Statutes. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provision of the Florida Public Records Act, Chapter 119, Florida Statutes.

**Article 11 - UNAUTHORIZED ALIEN WORKERS**

Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a) of the Federal Immigration and Nationality Act. The OWNER shall consider a contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

**Article 12 - PUBLIC ENTITY CRIMES**

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental 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 threshold amount provided in **Section 287.017, Florida Statutes for CATEGORY TWO** for a period of 36 months from date of being placed on convicted vendor list.

**Article 13 - CONSTRUCTION OF AGREEMENT**

The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

**Article 14 - GOVERNING LAW**

This Agreement shall be deemed to have been executed and entered into the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

**Article 15 - VENUE**

Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

**Article 16 - ATTORNEY'S FEES AND COSTS**

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

**Article 17 - SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**Article 18 - INDEPENDENT CONTRACTOR**

The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the ENGINEER or any of its agents or employees to be the agent, employee or representative of the COUNTY.

**Article 19 - CONDITIONS**

The Supplementary Conditions amend in SECTION 6 amend or supplement the SECTION 5 - General Conditions for Brevard County and other provisions of the Contract Documents as indicated. All provisions which are not so amended or supplemented remain in full force and effect.

**Article 20 - FEDERAL TAX ID NUMBER**

The CONTRACTOR shall provide to the COUNTY their Federal Tax ID Number or, if the CONTRACTOR is a sole proprietor, a Social Security Number.

**Article 21 - EMPLOYMENT**

The CONTRACTOR shall not engage the service of any person or persons now employed by the COUNTY, including any department, agency, board, or commission thereof, to provide services relating to the Agreement without written consent from the COUNTY

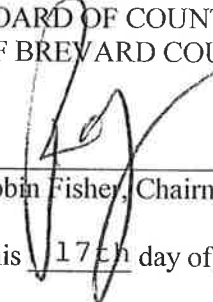
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IN WITNESS WHEREOF, BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter called the "OWNER") by resolution of its authorized body and directing the same during adoption of Final Budgets for FY2014-2015, Item Number II. B.5., Public Hearing meeting thereof, duly called and held in the County of Brevard, Florida on Tuesday the 9th day of September, 2014, has caused these presents to be signed and its corporate seal to be hereunto affixed, attested by the Brevard County Clerk of the Courts and Thalle Construction Company, Inc. (herein before called "CONTRACTOR") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

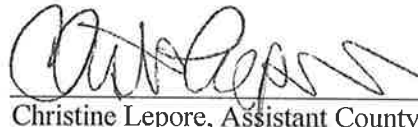
BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Robin Fisher, Chairman

This 17th day of August 2015

As approved by the Board on September 9, 2014

Reviewed for legal form and content:

  
\_\_\_\_\_  
Christine Lepore, Assistant County Attorney

ATTEST:


  
\_\_\_\_\_  
Signature

Larry A. Fantozzi  
\_\_\_\_\_  
Name: Printed or Typed

Vice President  
\_\_\_\_\_  
Title

(Corporate Seal)

Thalle Construction Co., Inc.  
\_\_\_\_\_  
NAME OF FIRM

  
\_\_\_\_\_  
Authorized Signature

Gregg J. Pacchiana  
\_\_\_\_\_  
Name: Printed or Typed

President  
\_\_\_\_\_  
Title

900 NC 86 North  
\_\_\_\_\_  
Mailing Address

Hillsborough, NC 27278  
\_\_\_\_\_  
City, State, Zip

919. 241. 1601  
\_\_\_\_\_  
Telephone Number

END OF AGREEMENT