

Kimberly Powell

From: Kimberly Powell
Sent: Tuesday, November 28, 2017 3:53 PM
To: Commissioner District 1; Commissioner District 2; Commissioner District 3; Commissioner District 4; Commissioner District 5; Sally Lewis; Scott Knox
Subject: 10-24-2017 Regular Minures
Attachments: 10-24-2017 Regular.doc

The attached draft minutes from 10-24-2017, will be considered for approval by the Board on December 5, 2017.

Have a great day.

Kimberly Powell
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MINUTES OF THE MEETING OF THE BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

9:00 AM

The Board of County Commissioners of Brevard County, Florida, met in regular session on October 24, 2017 at 9:00 AM in the Government Center Commission Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida.

CALL TO ORDER

Attendee Name	Title	Status	Arrived
Rita Pritchett	Vice Chairwoman/Commissioner District 1	Present	
Jim Barfield	Commissioner District 2	Present	
John Tobia	Commissioner District 3	Present	
Curt Smith	Chairman/Commissioner District 4	Remote	
Kristine Isnardi	Commissioner District 5	Present	

INVOCATION

The invocation was provided by Pastor Ben Harris, Covenant Church, Beachside Campus, Melbourne.

PLEDGE OF ALLEGIANCE

Commissioner Isnardi led the assembly in the Pledge of Allegiance.

MINUTES APPROVAL

The Board approved the August 22, 2017 and September 19, 2017 Regular meeting minutes, September 7, 2017 Zoning meeting minutes, and the September 19, 2017 and September 26, 2017 Special meeting minutes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Barfield, Commissioner District 2
SECONDER:	Kristine Isnardi, Commissioner District 5
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM II.B.2., AMENDMENT NO. 5 TO LEASE AGREEMENT WITH BREVARD CULTURAL ALLIANCE, INC., RE: EXTENDING THE CURRENT TERM FOR ADDITIONAL THREE YEARS TO SEPTEMBER 30, 2020, FOR OFFICE SPACE IN BUILDING C, BREVARD COUNTY GOVERNMENT CENTER, VIERA

Frank Abbate, County Manager, stated this is a request for continuation of a lease with the Brevard Cultural Alliance (BCA) which has been occupying approximately 2,700 square feet on the third floor of building C; the request is for a three year extension on that current lease agreement under County Ordinance, non-competitive to a nonprofit requires a super majority vote.

Commissioner Tobia stated according to the 2010 lease the value of this is approximately \$17 a square foot or \$46,000; he would guess lease value went down because now it is a lease value

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of \$25,000; he asked and received back from Teresa Camarata, Central Services Facilities Director, an update dealing with outstanding space needs; and he was informed there are some with IT and he questioned what the County is doing with those three people right now.

Mr. Abbate stated there was a request several months ago when they did some space changes on the second floor of Building C; the space next to the Helpdesk area, where Commissioner Tobia was relocated from, IT saw as an expansion to consolidate their GIS staff, which was located primarily in Building A and at a couple different sites; the people from Building A were relocated to the currently existing IT space on the second floor; and the remaining three staff members, which would require about 500 square feet, are currently still decentralized in their prior locations.

Commissioner Tobia stated this lease looks like it is for three years; he inquired if Mr. Abbate thought there would be any space needs in the coming three years, and if so if there is any current open space or if he knows of any space opening soon; and he also inquired if there is not would that require the County to pay for an outside lease.

Mr. Abbate stated based on the current staffing levels, he is not anticipating future growth at this time; however, in the next three years depending on where the Board chooses to go, they are pretty much at capacity; the County has the space for current staffing but if there is any expansion it does not have any expansion space available; and he explained when Natural Resources did their expansion because of the Indian River Lagoon (IRL) they moved to another County owned property and put six staff members there.

Commissioner Tobia inquired if the County is obligated to provide space to the Brevard Cultural Alliance, and if not, he asked Mr. Abbate if he was aware of how many visitors the Brevard Cultural Alliance receives in the Viera location.

Mr. Abbate pointed out it is the Board's prerogative and discretion to give that lease space to a nonprofit such as Brevard Cultural Alliance; he is not personally aware and does not know what the staffing is; but he does know that a lot of the space allocation is used for the variety of arts that they are involved in for providing, and sharing throughout the community.

A representative of the Brevard Cultural Alliance explained the reason that space is imperative to their work is because they run art in public places which is a mandated program; that program serves over 300 area artists; the reason for the space which is a direct response to Commissioner Tobia's question, is because that program has around 2,500 pieces of art work within the program; those pieces of artwork need to be curated, prepared for exhibition, prepared for transport, and they go in and out of the offices, which quite frankly are absolutely full of art work; and he mentioned the program has run for many years. He added the program is a very popular program throughout the County; to this point it is estimated that around 500,000 people a year review that work of local artists; without the space that they occupy there would be no way to curate the pieces, prepare them for exhibition, nor track them; and the space is imperative of that program, which is a County program.

Commissioner Tobia asked if he is correct to assume the Brevard Cultural Alliance receives \$80,000 of County funds to provide those services.

The representative replied Commissioner Tobia is incorrect; he stated they have a contract for services and the element for art in public places is \$5,000; and they provide those services Countywide, and there is a \$5,000 contribution to the program from the County.

Commissioner Tobia inquired if there is a line item in this year's budget for the Brevard Cultural Alliance for \$80,000 or not. He pointed out he does know the answer to this question.

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The representative stated he is not aware of that, however Commissioner Tobia clearly is; his understanding is that there is a line item for \$50,000; of that \$45,000 is attributed to the management of the cultural grants, which is a County program; and \$5,000 is attributed to art in public places.

Commissioner Tobia asked Mr. Abbate to get someone to look that up.

Mr. Abbate responded affirmatively he would get someone from the budget office.

Commissioner Tobia stated it is his understanding that this is just a repository of art, as he walked in to art all over the floor.

The representative commented that is a misdirection, the art is not all over the floor, it is stacked appropriately and stored appropriately; the image Commissioner Tobia conveys is that the art is carelessly spread around; it is not all over the floor; they are responsible stewards of that art; the County within this program undertakes responsibility for that art, so they ensure the art and deal with it appropriately in a professional manner; and the office is full of art, but that office also serves for the County Cultural grants, and offers education for all of the programs they deliver to Countywide.

Commissioner Tobia explained he is just waiting to see if it was \$5,000 or \$80,000.

Mr. Abbate stated he is having that looked up right now, but they believe the answer is \$50,000 of General Fund money broken down to \$45,000 and \$5,000; and \$30,000 is a pass-through grant; and he has someone getting online to confirm that.

The representative stated so the money they receive for programs, which he believes was Commissioner Tobia's question, is \$5,000 allocated to Art in Public Places.

Commissioner Tobia stated he questions was how much do they receive from the County; and his understanding is 50 plus 30 is \$80,000.

The representative stated to be clear the \$30,000 is passed straight through, it is cultural grants and Brevard Cultural Alliance does not receive the \$30,000, but they numerate those who bid successfully for those grants.

Jill Hayes, Budget Office Director, stated from the General Fund allocation for this fiscal year is \$50,000, to manage the Brevard Cultural Alliance and another \$30,000 for pass-through grants; and that was reduced by \$20,000, which was \$50,000 for pass-through grants last fiscal year.

Commissioner Tobia stated he values the services that the Brevard Cultural Alliance provides; there are many non-profits that provide services for the County receiving less money and no dollar lease space; and he would like to put forth a motion because the County clearly needs space and the funding providing to this organization is plenty to secure another space, to terminate this lease and use it for current and future County needs.

Motion failed due to lack of a second.

Vice Chair Pritchett pointed out the County did cut \$20,000 from the arts; she is a little more unanalytical and does not always get it, but she does see the change and the differences in the children; and she thinks the people in the community need the arts.

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Commissioner Isnardi stated she believes that the County Manager made it clear that the County is okay with space right now; that may change in three years and they may have to start looking for another space; and she does not know if it would be appropriate to lease out space to any private entity, non-profit or otherwise; however, this agreement was in place before the Board members got there and she thinks it should be honored.

The Board adopted Resolution No. 17-207, and executed Amendment No. 5 to Lease Agreement with Brevard Cultural Alliance, Inc. for lease of office space in Building C, Brevard County Government Center.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Kristine Isnardi, Commissioner District 5
SECONDER:	Jim Barfield, Commissioner District 2
AYES:	Rita Pritchett, Jim Barfield, Curt Smith, Kristine Isnardi
NAYS:	John Tobia

ITEM VI.F.2., CITIZEN REQUEST BY LTM OF FLORIDA HOLDINGS, LLC, RE: 1923 INDIAN RIVER HOME SITES PLAT, PB 3/PG 37: ACCEPTANCE OF COMMON LAW DEDICATION

Frank Abbate, County Manager, stated there was some discussion prior to the meeting on a fencing issue and permitting temporary ability to permit a request of fence; that can be handled at a staff level; he has spoken to the applicant and they are good with that; and they would like to see the Board table this item. He added they will move forward on the administrative level and bring back the item when it is ready.

Kimberly Rezanka stated she is there representing LTM of Florida Holdings and they are requesting to table the Item until November 7 to allow them to do the title work and the survey requested by the County.

The Board tabled consideration of the citizen request by LTM of Florida Holdings, LLC for the 1923 Indian River Homes Sites until November 7, 2017.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Barfield, Commissioner District 2
SECONDER:	John Tobia, Commissioner District 3
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM I.D., RESOLUTIONS, RE: RECOGNIZING AND CONGRATULATING THE WINNERS OF THE 2017 LAUCH THE VOTE STUDENT ART CONTEST FOR THE 1ST, 2ND, 3RD PLACE WINNERS

Lori Scott, Supervisor of Elections, stated the students received the opportunity to see their government in motion this morning; talking about the art work is very appropriate because they are here today for the fourth annual Launch the Vote Student Art Contest Winners; it is a program she started to inspire the youth to think about voting and elections; they do this with fourth and fifth graders; and they had over 211 entries this year from 12 different schools. She noted it was very hard to pick the winners because they did an amazing job; she has first, second, third, and three honorable mentions; Chik-Fil-A picks their winner every year, they are the Supervisor of elections community partner in this; and she feels incredibly blessed with Chik-Fil-A; and that why the cows are roaming around. She mentioned they just had their reception for the winners across the hall; and she would love to bring them up and have Vice

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Chairman read the resolution. She announced their work is displayed for the next year in her office; and last year's winners get moved to one of the other administration offices so everyone can enjoy the beautiful art work.

Vice Chair Pritchett read aloud, and the Board adopted Resolution No. 17-208, recognizing and congratulating the winners of the 2017 Launch your Vote Student Art Contest for first, second, and third place winners.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rita Pritchett, Vice Chairwoman/Commissioner District 1
SECONDER:	Jim Barfield, Commissioner District 2
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM I.A., RESOLUTION, RE: PROCLAIMING OCTOBER 2017 AS DOMESTIC VIOLENCE AWARENESS MONTH

Dana Packard stated she is there on behalf of the Brevard County Domestic Violence Task Force; she works in the City of Palm Bay and they were the first law enforcement agency in the County to implement a victims service unit in house; they have representatives from every organization in the County with her today, from the State Attorney's Office and a lot of non-profits that are very committed to working with domestic violence, doing everything they can to eliminate that from this community and help everyone who is a victim move on and establish a solid foundation upon which they can build a healthy future; and they appreciate the Board's support.

Commissioner Isnardi read aloud, and the Board adopted Resolution No. 17-209, proclaiming October 2017 as Domestic Violence Awareness Month.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristine Isnardi, Commissioner District 5
SECONDER:	Jim Barfield, Commissioner District 2
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM I.B., RESOLUTION, RE: PROCLAIMING THE MONTH OF NOVEMBER 2017 AS PUERTO RICAN HERITAGE MONTH

*Chairman Smith was absent from the vote.

Commissioner Barfield read aloud, and the Board adopted Resolution No. 17-210, proclaiming the month of November 2017 as Puerto Rican Heritage Month.

Sam Lopez expressed his appreciation for the Resolution, and all those doing what they can for Puerto Rico at this time; it is not easy to one day see an island that has everything and the next morning it is total devastation, no jobs, no schools, no food, no telephone, no water, and people in the hospitals with no electricity who ultimately pass away; the parade has been turned into a relief fund and all the money they collect will go to the relief fund; they have a task force set up to find housing and jobs for the people coming to Brevard; and they have a hangar right now that is totally full and ready to ship to Puerto Rico.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Barfield, Commissioner District 2
SECONDER:	Kristine Isnardi, Commissioner District 5
AYES:	Rita Pritchett, Jim Barfield, John Tobia, Kristine Isnardi
ABSENT:	Curt Smith

ITEM I.C., RESOLUTION, RE: RECOGNIZING OCTOBER 28, 2017, AS MAKING STRIDES AGAINST BREAST CANCER DAY

*Chairman Smith has rejoined the meeting.

Vice Chair Pritchett read aloud, and the Board adopted Resolution No. 17-211, recognizing October 28, 2017, as Making Strides Against Breast Cancer Day.

A representative of Making Strides Against Breast Cancer stated the American Cancer Society is here to help people; the purpose of the walk is to raise money to save lives; and she expressed her appreciation for the Resolution.

Frank Abbate, County Manager, stated he wanted to acknowledge No-Shave November and Prostate Cancer Awareness month are coming up; it is something the County has been involved in the past few years and he would like to see it continue moving forward.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rita Pritchett, Vice Chairwoman/Commissioner District 1
SECONDER:	Jim Barfield, Commissioner District 2
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM II.A.1., MEMORANDUM OF AGREEMENT (MOA) WITH EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA (BREVARD ZOO), RE: COUNTYWIDE OYSTER GARDENING PROGRAM FY 2017-2018

The Board authorized the Chairman to execute a MOA with East Coast Zoological Society of Florida (DBA Brevard Zoo) for Countywide Oyster Gardening Program FY 2017-2018, substantially in the form of Attachment A, subject to County Attorney and Risk Management final approval; authorized the County Manager, or his designee, to execute up to four annual renewals, future amendments, and change orders; and authorized budget change requests as required to support the Brevard Zoo's implementation of work under this MOA.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Barfield, Commissioner District 2
SECONDER:	Kristine Isnardi, Commissioner District 5
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM II.A.2., PERPETUAL SANITARY SEWER EASEMENT FROM CANAVERAL PORT AUTHORITY, RE: FORCE MAIN UNDER THE BARGE CANAL

The Board approved and accepted the delivery of Perpetual Sanitary Sewer Easement to replace the Temporary Construction Easement previously approved and accepted by the Board

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from Canaveral Port Authority to Brevard County related to the Force Main under the Barge Canal.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Jim Barfield, Commissioner District 2
SECONDER: Kristine Isnardi, Commissioner District 5
AYES: Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM II.B.1., RESOLUTION AND ANNUAL AGREEMENT WITH STATE OF FLORIDA, DEPARTMENT OF HEALTH AND BREVARD COUNTY HEALTH DEPARTMENT, RE: OPERATION OF BREVARD COUNTY HEALTH DEPARTMENT FOR FY 2017-2018

The Board adopted Resolution No. 17-212, establishing and revising certain fees and charges for Brevard County Health Department and Health and Environmental Services, as authorized by State of Florida Administrative Code or Policy; executed Agreement with State of Florida, Department of Health, for operation of the Brevard County Health Department for FY 2017-2018; and authorized the Chairman, and/or County Manager, or his designee, to execute any future amendments or agreements contingent upon approval of Risk Management and the County Attorney.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Jim Barfield, Commissioner District 2
SECONDER: Kristine Isnardi, Commissioner District 5
AYES: Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM II.C.1., AMENDMENT OF WAIVER OF RESTRICTIVE COVENANT WITH VIERA DEVELOPMENT CORPORATION (VDC), AND SUBLEASE AGREEMENT BETWEEN FLORIDA DEPARTMENT OF HEALTH AND ORLANDO HEALTH, INC., RE: SPACE AT CHILDREN'S MEDICAL SERVICES, 2565 JUDGE FRAN JAMIESON WAY, VIERA

The Board approved and executed the Amendment of Waiver of Restrictive Covenant with Viera Development Corporation (VDC); and approved the Sublease between the Florida Department of health (FDOH) and Orlando Health, Inc. for space at Children's Medical Services, 2565 Judge Fran Jamieson Way, Viera.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Jim Barfield, Commissioner District 2
SECONDER: Kristine Isnardi, Commissioner District 5
AYES: Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM II.C.2., APPROVAL, RE: AWARD EMPLOYEE ASSISTANCE PROGRAM (EAP) CONTRACT TO HEALTH ADVOCATE UNDER RFP #P-3-18-03

The Board approved and awarded the contract with Health Advocate for Employee Assistance Program Services effective January 1, 2018, as recommended by the Employee Benefits Insurance Advisory Committee (EBIAC); authorized the Office of Human Resources, Employee Benefits, to negotiate and execute all agreements necessary to place coverage effective January 1, 2018; and authorized the County Manager to execute future renewal options within

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the agreement upon pricing parameters and with no material changes in the services provided during the term of this agreement.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Barfield, Commissioner District 2
SECONDER:	Kristine Isnardi, Commissioner District 5
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM II.C.3., APPROVAL, RE: GROUP SELF-INSURED HEALTH PLAN DESIGN CHANGES TO UPDATE HEALTH AND WELLNESS PROGRAMS

The Board approved changes to the plan design of the Group Self-Insured Health Plan recommended to update health and wellness incentive programs.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Barfield, Commissioner District 2
SECONDER:	Kristine Isnardi, Commissioner District 5
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM II.D.1., APPOINTMENT/REAPPOINTMENTS, RE: CITIZEN ADVISORY BOARDS

The Board appointed/reappointed **Alec Buchness** to EEL Program Recreation and Education Advisory Committee, with term expiring December 31, 2018; **Frederick Grable, Sr.** as an alternate to Planning and Zoning Board, with term expiring December 31, 2018; **Charles Roger Hardin, Lewis Shigley, and Roland Van Arsdale** to Parks and Recreation South Service Sector Advisory Board, with terms expiring December 31, 2018; **Christopher Durie** to Transportation Planning Organization Advisory Board, with term expiring December 31, 2018; **David Pasley** as an alternate to Zoning Board of Adjustment, with term expiring December 31, 2018; **Robert Dale Rhodes** to Zoning Board of Adjustment, with term expiring December 31, 2018; **Arthur Belefant and Daniel McHugh** to Building and Construction Advisory Committee, with terms expiring December 31, 2018; **Dawn Causey Davis** to Community Action Board, with term expiring December 31, 2018; **Patrick Ripton and Robert J. Abend** to Contractors' Licensing Board, with terms expiring December 31, 2018; **Arlene Naulty and Susan Tritt** to Historical Commission, with terms expiring December 31, 2018; and **Kathleen Lawson** to Emergency Medical Services Review Committee, with term expiring December 31, 2018.

ITEM III., PUBLIC COMMENTS

Fred McMillian stated he would like to thank the Commission for all it has done in the public concern; he expressed his appreciation to Commissioner Pritchett for attending his church in celebration of breast cancer; she did a wonderful job, and she appears more comfortable at church than at the Commission meetings; he stated he gets a call from Mosquito Control every time they say they are coming, however they never show up; he has to open the gates so they can get in to the property, so that is a little disconcerting when they are inundated with mosquitoes. He stated Mr. Jim Leisenfelt, Interim County Manager, needs to come back to Transit Services where he belongs because they all miss him there and everybody he talks to at Space Coast Area Transit speaks the same concern; his hat is off the Emergency Management during Hurricane Irma; he was evacuated to Carl Williams shelter and the County really put on a good show; the people from the Library, Human Services, even the Sheriff's Department showed him something he did not expect; and he expressed his appreciation again for everything the County did to help those who could not get to the shelters, especially Space

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Coast Area Transit. He noted he had received a call from Space Coast Area Transit, they picked him up and took him to the shelter; being a senior citizen and a veteran, there are very few things that happen for them unless they make plans ahead of time, and he had not made any plans; and he mentioned that Space Coast Area Transit is doing a tremendous job with customer service.

Charles Tovey stated he has information for the Board about the arson that happened at house, that nobody did anything about it; they stated they would help then ate up his time clock; then there is nothing nobody can do about it, they were not interested and did not care; he has a right to defend his country and a right as an American; everybody watches, laughs, and lets the Country go to hell; and this is a constitutional right as a human being and nobody can do nothing, and nobody saw nothing. He continued he is still being attacked at his house on a daily basis; he cannot even have a safety cone for his vehicles put in the driveway; and everything is still a threat and he asked why. He went on to say the day of the fire, just like they inadvertently took his boat and put a hole in it and charged him a fine; 20 minutes after he left his house it was on fire; grand opening of the building next week; seared on the mirror in his bathroom was Tuesday Morning, Viera; a County Commission meeting the next day; he asked if they looked at the poor pictures of the photographs and explained that was the only place that there were no fire panels; they knew he was going to the meeting the next day; the fire is isolated at that corner of the door, where the door could only open that far; the rest is smoke damage; and it was a practice house for the fire department and the police. He added nobody knows nothing, and nobody saw nothing, and nobody did nothing; meanwhile his cats are his family he adopted and they are being murdered and dead and dragged down the road; kills his dog, his turtles and it is all okay, nobody knows nothing, nobody did nothing; here it is from 2009 on a Monday to October 24, 2017; they are all Americans and there is nothing suspicious about none of it; he stated why he is up there speaking, it is because he is a product of this government and its interpretation of selective enforcement; the laws are okay over here, but not okay over here; and it is its discretion what to enforce and what not to enforce, meanwhile his rights are getting tossed out in the garbage. He stated that is the only information he had access to.

ITEM IV.A., RESOLUTION, RE: PETITION TO VACATE MOODY TERRACE AN UNOPENED 20.0 FOOT WIDE PUBLIC RIGHT-OF-WAY IN S. F. GRAY'S SUBDIVISION, MIMS - SHIRLEY G. WHITE

Vice Chair Pritchett called for public hearing on a petition to vacate Moody Terrace an unopened 20 foot wide public right-of-way in S.F. Gray's Subdivision, Mims.

Andrew Holmes, Public Works Director, stated this is a petition to vacate Moody Terrace, it is an unopened 20 foot wide public right-of-way in S. F. Gray's subdivision, Mims; the purpose of the vacating is to remove some encroachments; and he has received no objections to this request.

Vice Chair Pritchett stated this is in her District and she does not have any objection with approving this either.

There being no comments or objections, the Board executed and adopted Resolution No. 17-213, vacating Moody Terrace an unopened 20.0 foot wide public right-of-way in S. F. Gray's subdivision, Mims, as petitioned by Shirley G. White; accepted the conveyance of the additional right-of-way from the petitioner for the right-of-way of Myrtle Avenue; granted refund of the \$175 fee to the petitioner for the Ownership and Encumbrance Report for the additional right-of-way; executed the Partial Release Mortgage; and authorized the Health

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and Human Resources Department to update all pertinent documents relating to the mortgage.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Barfield, Commissioner District 2
SECONDER:	Kristine Isnardi, Commissioner District 5
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM IV.B., RESOLUTION, RE: PETITION TO PARTIALLY VACATE A 7.5 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ON SHERWOOD DRIVE IN SHERWOOD ESTATES UNIT NO. 11, TITUSVILLE - WILLIAM V. EASTERLING

Vice Chair Pritchett called for public hearing to partially vacate a 7.5 foot wide public utility and drainage easement on Sherwood Drive in Sherwood Estates, Titusville.

Andrew Holmes, Public Works Director, stated this is resolution to partially vacate a 7.5 foot wide public utility and drainage easement located on Sherwood Drive in Sherwood Estates, Titusville; the purpose is to remove the encroachments; and he has received no objections.

Vice Chair Pritchett stated the gentleman is elderly and he is a Veteran; he is trying to move the title over to his daughter who has some physical and mental health issues; he was asking for a waiver on the funds; and she requested approving with a reimbursement of \$640.

There being no further comments or objections, the Board adopted Resolution No. 17-214, partially vacating a 7.5 foot wide public utility and drainage easement located on Sherwood Drive in Sherwood Estates Unit No. 11, Titusville.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristine Isnardi, Commissioner District 5
SECONDER:	Jim Barfield, Commissioner District 2
AYES:	Rita Pritchett, Jim Barfield, Curt Smith, Kristine Isnardi
ABSENT:	John Tobia

ITEM IV.B., RESOLUTION, RE: PETITION TO PARTIALLY VACATE A 7.5 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ON SHERWOOD DRIVE IN SHERWOOD ESTATES UNIT NO. 11, TITUSVILLE - WILLIAM V. EASTERLIN (CONTINUED)

Vice Chair Pritchett inquired what the Board's thoughts were on reimbursing the \$640 application fee to Mr. Easterling.

Commissioner Isnardi stated everyone has a compelling case as to why they cannot afford the vacating fee, but this is sort of an extenuating circumstances and that the gentleman, just by the packet looks like he tried to quit claim this property to his daughter; he is an elderly gentleman; and she supports waiving the fee because it has an existing shed and the County is requiring him to do this vacating.

There being no further comments, the Board granted reimbursement of \$640 vacating application fee paid by the petitioner, William V. Easterling.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristine Isnardi, Commissioner District 5
SECONDER:	Curt Smith, Chairman/Commissioner District 4
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM IV.C., RESOLUTION, RE: PETITION TO PARTIALLY VACATE A 60.0 FOOT WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET IN SEA ISLE VILLAGE THIRD ADDITION, INDIALANTIC - SUSAN RAND AND WILLIAM DEWBERRY

Vice Chair Pritchett called for public hearing on a petition to partially vacate a 60 foot wide public right-of-way of Poinsettia Street in Sea Isle Village, Third Addition, Indialantic.

Andrew Holmes, Public Works Director, stated this is a resolution to partially vacate a 60 foot wide public right-of-way on Poinsettia Street in Sea Isle Third Addition located in Indialantic; the petitioner owns property on both sides of this right-of-way and is making the petition to enhance the way the area is maintained; and he has received no objections.

Commissioner Isnardi stated there are no issues with this at all; and it improves security for his area and his property.

There being no further comments or objections, the Board adopted Resolution No. 17-215, partially vacating a 60 foot wide public right of way on Poinsettia Street in Sea Isle Third Addition located in Indialantic

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristine Isnardi, Commissioner District 5
SECONDER:	Jim Barfield, Commissioner District 2
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM IV.D., ORDINANCE, RE: 30-DAY EXTENSION OF TRANSPORTATION IMPACT FEE MORATORIUM PROJECT COMPLETION DATE

Vice Chair Pritchett called for public hearing on an ordinance to extend the Transportation Impact Fee for 30 days.

Tad Calkins, Planning and Zoning Director, stated this is a request to amend the Transportation Impact Fee Moratorium to provide a 30-day extension due to Hurricane Irma; approving this ordinance will require developments to receive their permitting or temporary Certificate of Occupancy (CO) prior to January 31, 2018, as opposed to December 31, 2017.

Commissioner Tobia stated he has a conflict statement to read, "Pursuant to Section 112.3143 Florida Statutes and the advice of counsel, Scott Knox, he is abstaining from this vote because of a potential special gain or loss. He did not initiate nor discuss this measure with Mr. Abbate prior to him raising it during a Board meeting. Should a home he is in the process of constructing, located at 4075 south of Highway U.S. 1 in Grant Valkaria not be completed by December 31, 2017, this measure would result in an exemption from Transportation Impact Fee which would be a financial benefit."; and he will fill out the required paperwork at the end of this.

There being no further Comments or objections, the Board adopted Ordinance No. 17-25 amending Ordinance No. 09-08E imposing a two year moratorium on the collection of transportation impact fees from residential or commercial projects; providing for an extension of

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the moratorium; providing for severability; providing for an area embraced; providing for an effective date; providing for inclusion in the Code.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Kristine Isnardi, Commissioner District 5
SECONDER:	Jim Barfield, Commissioner District 2
AYES:	Rita Pritchett, Jim Barfield, Curt Smith, Kristine Isnardi
ABSTAIN:	John Tobia

ITEM IV.E., RESOLUTION, RE: TAX EQUITY AND FISCAL RESPONSIBILITY ACT OF 1982 (TEFRA) PUBLIC HEARING FOR RETIREMENT HOUSING FOUNDATION/COURTENAY SPRINGS VILLAGE, AND APPROVING ISSUANCE OF THE BONDS

Vice Chair Pritchett called for public hearing on Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing for Capital Trust Agency to benefit AHF-Windover Oaks, LLC, and AHF-Windover Health Club, LLC and affiliates.

Scott Knox, County Attorney, stated this is a TEFRA hearing, a bond issue which usually calls for public comments if there are any; if there are none the Board is free to vote on it.

There being no comments or objections, the Board adopted Resolution No. 17-216, acknowledging the required (TEFRA) public hearing was held; and approving the issuance of the bonds by Capital Trust Agency to benefit AHF - Windover Oaks, LLC and AHF - Windover Health Club, LLC, including Windover Oaks Apartments and Windover Palms Apartments providing affordable housing located in Brevard County.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristine Isnardi, Commissioner District 5
SECONDER:	John Tobia, Commissioner District 3
AYES:	Pritchett, Barfield, Tobia, Smith, Isnardi

ITEM IV.F., ORDINANCE, RE: ESTABLISHING A TEMPORARY MORATORIUM PROHIBITING ANY AND ALL MEDICAL MARIJUANA DISPENSING ACTIVITIES (SECOND READING)

Vice Chair Pritchett called for public hearing on an ordinance establishing a temporary moratorium prohibiting medical marijuana dispensing activities, second reading.

Tad Calkins, Planning and Development Director, stated this is an ordinance establishing a temporary moratorium preventing any and all medical marijuana dispensing activities in Brevard County; this is the second reading; staff has made updates to this ordinance to include the moratorium ending with the end of Legislative session; and staff would be coming back with zoning criteria for Pharmacies and Medical Marijuana Dispensing Facilities.

Commissioner Isnardi stated she just wants to go on the record saying she will not be supporting this, it was a voter approved measure and she believes it is denying access.

There being no further comments or objections, the Board adopted Ordinance No. 17-26, establishing a temporary moratorium within the unincorporated areas of Brevard County; prohibiting any and all medical marijuana dispensing activities during the moratorium period for any property within any unincorporated areas of Brevard County; adopting findings of fact;

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providing definitions; providing for sunset of moratorium; providing for staff recommendations; providing for area encompassed; providing for conflicting provisions; providing for severability; providing for effective date; and providing for inclusion in Code.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Jim Barfield, Commissioner District 2
SECONDER:	John Tobia, Commissioner District 3
AYES:	Rita Pritchett, Jim Barfield, John Tobia, Curt Smith
NAYS:	Kristine Isnardi

ITEM V.A., BOARD DIRECTION, RE: OPERATIONS REVIEW AND ASSET EVALUATION REPORT, PRESENTATION FROM CHRISTOVICH AND ASSOCIATES, LLC, AND PROVIDE STAFF DIRECTION ON THE FUTURE OF THE THREE COUNTY-OWNED GOLF COURSES - THE SAVANNAHS, SPESSARD HOLLAND, AND THE HABITAT

Frank Abbate, County Manager, stated the County received a termination letter from Integrity Golf back on July 12, 2017, letting the County know they intended to cease operations by July 30; the following day there was a Board meeting and the Board approved negotiations to request for a temporary golf course management company for an interim period to oversee and operate the golf course so the County could continue to operate them; and shortly thereafter he received a request for an audit to be conducted relative to Integrity Golf and what they had done and had not done in accordance with the agreement they had with the County. He continued RSM, the County's internal auditors, performed that and provided the preliminary analysis back on July 24th; on July 25th he received direction to negotiate and select a consultant and have the contract executed by the Chairman for a golf consultant services to evaluate the three golf course and what the Board should do with that; two days later, knowing the Board had set up a timetable to move as expeditiously as possible, the RFP was issued; that was three days before Integrity Golf left and ceased operations; that proposal date he provided a minimal amount of time that he reasonably could, two weeks; and on August 17th the County received the information back from the number of vendors. He added those vendors were short listed; he reviewed it and he had staff review it and provide him input; the following day they short listed to get down to three vendors; he did that over the following weekend and finally on August 21st he made a selection; he had advised the Board with where he was going and it felt comfortable with that; and on August 22nd he awarded the consultant agreement. He went on to say that was three days later and at that point they were on a six week time frame to provide a report to the Board; because of the hurricane, the County provided the minimal one week extension and that report was submitted to the Board on October 13; at this point, this is the first Board meeting, and Mr. Christovich, the golf consultant, has a presentation and will answer any questions the Board may have.

Greg Christovich stated he has a power point; he thought it would be helpful to provide the Board with a high level summary of some key findings in the report and some of the recommendations; he will answer any questions on the report itself; the key findings, included there is a declining golf demand nationally, regionally, and locally; the specifics are in the report, but basically they are losing golfers faster than they are gaining new golfers; in Brevard there is an extremely competitive price pressured, meaning green feed pricing pressured golf market with the 25 public access courses in Brevard County as well as others in surrounding counties; and there are some fundamental physical challenges at Savannahs and Habitat which relates to the drainage issues that were exposed and exasperated by the recent storms and flooding. He continued both courses are currently open, but they also have a number of wet areas; the location challenges are key at Savannahs, meaning drive time and the lower population surrounding the Savannahs; there has been a history of staff turnover and cost cutting at the

County and facility levels; he thinks historically a number of things have been tried to respond to this declining demand in golf, no fault of anyone, and many golf course owners around the Country have restructured staffing levels, reduced costs trying to tighten the belt in response to the declining revenue; and that is certainly the case here notably over the past five years. He noted there is a significant deferred maintenance issue at all three clubs; many are major repairs in the infrastructure as shown in the photographs and capital list that were in the report; there has been quite a bit of effort made in the last two weeks at all three of the facilities to try and clean up the areas; he was at all three of the courses yesterday and there has been a lot of improvement under the direction of County staff and Parks and Recreation to get a number of work crews to clean up the facilities; there has been a history of inconsistent service and facility conditions with no fault of anyone in particular; and he has highlighted in the report, some of the areas operationally and facility wise that need to be more consistent in terms of presentation of the facilities and the overall guest experience. He went on to say one of the things he found in his forensic evaluation of the financials is historically is they really do not follow a standard account approach for golf courses; it was very difficult, if not impossible, to piece together the financials for the last couple of years because they had a third party manager in there overlapping two different Fiscal Year periods and County Finance and accounting is not really set up and conducive to report what he would call standard PNL format for golf course operations to be able to manage actual results versus budget and adapt accordingly if one revenues are not up to expectations; he needs new financials to be able to manage that; therefore, it is sort of the perfect storm of contributing causes over a period of time, but he thinks it is key; the take away, despite all the efforts, there was really nothing anyone could do to create more golf demand in Brevard County, similar to many other markets and similar to what is going on nationally in golf; frankly, the County and various contractors have tried a lot of things to try to make it work and there is really nothing that can be done to fight off the headwinds in golf; and the outlook for golf is golfers declined nationally by 24 percent since 2003, the decline was five percent in the last two years along, course are closing at a rate of 200 facilities per year which illustrates the distress in golf, there have been five closures of public access facilities in Brevard County since 2004 which are detailed out in the report. He stated demographics are aging out of the core golfer population, mainly seniors, and competing interest for leisure time amongst the rest of the population, particularly the millennials, is causing a situation where more golfers are leaving the sport than are taking up the game; there is no real data to indicate a measurable near term recovery for golf nationally, regionally, or in Brevard County; as far as the local market Brevard County has 25 public access courses, three private clubs, dozens of others in adjoining counties, population and job growth velocity are not enough to offset the loss in golfers and rounds; tourism is not a pot of gold despite the marketing efforts undertaken in the past several years; therefore, the supply and demand equilibrium which is a number of course to support the demand environment is a moving down target and courses are not closing fast enough to offset the loss in golfers and rounds of golf played. He mentioned financially the Brevard County system of three courses, rounds of golf are down nine percent since 2012; total revenue is down 11 percent for the same period; average revenue per round is down 19 percent which reflects the discounting mentality that is happening in the market and regionally; over that same period of time operating expenses were reduced by 22 percent in an effort to mitigate the decline in revenue and rounds, purposely trying to tighten the belt; looking forward he budgeted 2018 rounds down four percent to reflect the continuing trends of declining demands; total revenues are down two percent because there will be incremental revenue gains from food and beverage, those were outsourced previously; to get the properties back up to the consistency level that they need to be in, maintenance and experience wise; expense levels are budgeted to exceed \$3 million; the 2018 aggregate loss projection for the three courses is as a result of the decline in rounds, revenues, and the expense levels that are required is a projected negative \$537,000; and the deferred maintenance and repairs are estimated at about \$1.8 million, there is a detailed sheet in the book that lays those items out. He stated the options going forward are clearly immediate disposition and or exit, some sort of negotiated exit of all three courses would be the quickest

and easiest way to get out from under the \$1.8 million and the expected \$537,000 loss, the courses could be divested of individually or as a three course portfolio, another option would be for the County to continue to own and operate the courses, another option would be that the County could own and engage third party management, and another option would be to divest of the Savannahs only under the premise that the Savannahs is the one that is dragging down the other two; in any case, the decision will take some time, and the process based on that decision will take some time; there are some interim management deficiencies operationally and consistency wise that he talked about in the report that need to be addressed in the meantime; and if the County wants to dispose, he could market the courses for sale as a three course portfolio, separately, or both and likewise simultaneously initiate some discussions with the Savannahs HOA and what is reported to be a small private equity group of home owners, golfers, or members but there is talk that a group has engaged in discussion with County staff. He went on to say the habitat lease has seven years left on it and it does not have as much value to a potential purchaser at seven years that it may for a longer period of time, the original lease was for 30 years, so to market that lease to a third party buyer, the County may want to consider getting a lease extension from the airport authority; going forward near term, the suggestion is either IGM or the County engage some additional interim management to assist in the operation side of the business; IGM being a maintenance company with some operational capability, they do not really have the resources or the staff to oversee food and beverage operations, teach utilization management, the implementation of that budget and financial system, and so on; that would be one easy way to engage somebody on an interim basis, to be able to address all that particularly with the golf courses going into peak season in the next couple of months; an RFP could be issued for a full or partial management to provide those services, that would be somewhat time consuming and the likelihood of capable companies bidding for something that would likely have a 30-day out to it or upon disposition would not make that very attractive for most management companies out there; and County staff could interim manage IGM and the golf operations and all the things that need to be done, which has been the structure now that Parks and Recreation have done an admiral job of directing the course leadership and IGM, but they are somewhat under resourced as well.

George Geletko stated he is Co-Chair of the Brevard County Golf Advisory Board and a member for the past six years; he is not in attendance to debate whether the County should or should not be in the golf course business; after reading the consultant's report and a Brevard County staff member who gave a detailed summary at the last golf advisory board meeting, and a robust discussion among board members and residents, he realized a couple important key points were left out of the consultant report; Brevard County was in the middle of one of the worst recessions in decades with unemployment at 13.5 percent with a very gloom economic outlook; banks were repossessing homes with resale at 70 cents on the dollar substantially reducing Brevard County's tax base; Brevard County home foreclosure hit the highest in decades of around 8,000 units; during this period of time every private golf course in Brevard County struggled financially and deeply discounted rounds to keep the lights on; and the only reason why they were able to survive was because they could immediately adjust to market conditions. He continued the County golf courses immediately came a step child for good reason; understandably the loss of tax revenue during the same period of time created many priority challenges for Brevard County government which took focus from the golf courses; in his opinion the County staff courses never overcame the economic downturn and lacked whether all to adjust to the strengthening economy; and he disagrees with the consultant's report because although rounds may be down nationwide he does not believe that to be true for Brevard County. He noted the private golf courses for Brevard County are growing with a robust economy; Viera East just upgraded their golf course with new greens, Baytree the same, and other private golf courses are experiencing the same that have a good management team in place; he had a long conversation with Tom Jenkins, the former County Manager who retired in 2004, he knows the history of Brevard County golf courses and his opinion is all three golf courses have stipulations that would make it very difficult for a private individual to purchase;

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Spessard Holland is federal government property and must be used for a golf course or park; Habitat is FAA property, special discount lease to the County and may not be available for private sale; and the Savannahs was donated to the County in a trust and to be used only as a golf course, and may have legal implications. He went on to say Tom Jenkins had what he thought was a brilliant suggestion, to consider operating the golf courses under a separate entity similar to how the aviation authority operates; this approach would give the County a professional management team to focus on golf operations specifically, County government oversight, and with more flexibility to quickly adjust to market conditions; the entity must operate within its own budget by the revenue it generates; and with the stipulations attached to each of the properties and the potential legal issues it may take months or even years to work through and in the meantime the golf courses will continue to deteriorate increasing cost to the County and losing much needed revenue rounds. He asked the Board to look into Tom Jenkins suggestion because he believes it has potential in Brevard County's growing market.

Art Friedman stated he is the boy's golf coach at Merritt Island High School; he has been the coach for 10 years and they have played at the Savannah's for the same amount of time; he has had a great relationship with anybody who had worked there; he believes it is very important for the young people in the society to have these kinds of sports to play, especially the students; yesterday they came back from Regionals in Orlando and one of his students is going through to the State Championship; every year he has kids who go to play in college through scholarships; and he thinks the Board needs to think about the students before making a decision on closing any of these golf courses. He noted the golf courses are as important to him as they are for the kids.

Sonia Bosinger stated she is legal counsel for the Savannahs Home Owners Association; back in 1988 there was an agreement between the Savannahs (HOA), and the Brevard County Commission at that time to operate the Savannahs golf course and maintain it to a certain level; the current annual assessments for the residents within the Savannahs, there are 288 lots within the Savannahs, those residents pay an annual assessment of \$150; more than half of those residents are on a fixed income, so the tax increase for the land, should the golf actually revert to the HOA, plus the maintenance costs would really put a damper and be debilitating for many of the residents in the Savannahs as they would a huge increase in the association's annual assessments for each of the owners; and they believe the golf course is a viable golf course, if given the right opportunity to thrive. She continued first of all, the golf course has not had a working kitchen, permitting issues have been holding up the golf course to be able to have food and beverage sales; as everyone knows, those food and beverage sales are what is going to cause revenues to increase for any golf course and it will also attract players; if there is a golf course with no food and beverage services, players are going to go to courses that actually have those options available; additionally, some of the kitchen equipment was removed by the previous operators of the golf course; having a viable kitchen that is working with food and beverage services would not only engage the public to come to the Savannahs more often but would also engage the homeowners within the Savannahs; there would be owners coming there for breakfast, lunch, and dinner or whatever is offered; and there was a period under previous management where the HOA was regularly attending events and dinners that were happening because of the food and beverage services available. She went on to say the other key to increase the success of the golf course would be marketing; the golf course is in less than 10 minutes driving from the port; there are tens of thousands of people every single day going on those cruise ships where that could create a viable income stream if it were only marketed that way; the generations that are looking for courses are going to be looking on their phones to find a golf course that is available within driving distance of where they are going to vacation; having the Savannahs come up easily on a Facebook search, Google search, would be a way to easily increase the number of players coming into the Savannahs; with the regard to the report she believes the report is completely biased; it did not offer any solutions other than to sell; the report was prepared by Christovich and Associates dated October 13, 2017,

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and that was when it was provided to the Board; the Board signed an exclusive listing agreement on September 26, 2017, which was weeks before the report was even provided, agreeing that Christovich and Associates would have the ability to have the exclusive listing of those properties; and that exclusive listing agreement provides sale commissions from four to six percent ranging from the amounts of \$60,000, \$90,000, or \$150,000 depending on who Christovich was representing in those sales. She stated it is their position that the County does not have the right to sell the golf course; any agreement, and the County Attorney can agree, every word has to be read, not take one provision out of an agreement and have it interpreted as the entire agreement, the entire agreement must be read together; this agreement is between the Savannahs at Sykes Creek Incorporated and its successors and assigns, and with the Board of County Commissioners of Brevard County, Florida; nowhere does it say to the successors and assigns of the County; additionally, the whereas clauses in the agreement are the premises for how the agreement is to be interpreted; whereas clause number three specifically says, "whereas the donated parcel will be utilized and continuously operated by Brevard as an 18 hole, Par 72, championship classified golf course" therefore, it is premised on the fact that Brevard has to actually maintain it and operate it as a golf course; at this point the HOA is asking the Board to table the vote on the Savannahs golf course as the HOA is aware of the private equity group looking to invest in the Savannahs and partner with the County; and she reiterated she is asking for this to be tabled at this time so that proposal can come before the Commission at a later date.

Commissioner Tobia stated he was following Ms. Bosinger's points and inquired if the golf course would vest back with the HOA.

Ms. Bosinger stated the reverter clause.

Commissioner Tobia inquired if that would make the homes increase in value and that her concern is the increased value of the homes to the homeowners because they may have to pay more property tax.

Ms. Bosinger stated no that is not correct; if the golf course was reverted back to the HOA, there is a chance that the home values would increase, however, the HOA would actually have to raise its annual assessments for each of the owners and increase the amount that the owners individually have to pay to subsidize the golf course and pay for the expenses; some of the reports the HOA saw was the cost to operate the golf course are \$600,000 to \$900,000 per year and the association would have to increase possibly doing a special assessment on each of its 288 lots to be able to come up with that money; and if the HOA could not afford to do that actual assessment because the fixed income of some of its residents then the association is faced with having the decision of just turning it into a green space, which would decrease the property values within the community.

Commissioner Tobia inquired since Ms. Bosinger is concerned about the fixed income, so if it were turned into a green space and it was assessed for less that should actually help the residents out, according to her logic, and they would be assessed less in taxes.

Ms. Bosinger stated in some thoughts, but on the other side a lot of these residents who are on fixed incomes purchased these properties at a value that would then be decreased and they will have a mortgage that is more than the value of the house; so they would be paying a penalty because of the fact their home values have decreased when they bought into a community that was a golf course community when they purchased their homes.

Commissioner Tobia asked if the homeowners were aware of the agreement, title searches, and all of that.

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Ms. Bosinger stated she is not representing the individual homeowners she represents the corporate entity which is the HOA; obviously this would come up in a title search; however, this agreement has been in effect for 29 years so for someone to buy in they would not suspect that type of agreement would change or change the value of what they expected out of their property.

Commissioner Tobia stated Ms. Bosinger pointed out the bias nature of the independent expert report; and he inquired if there is any bias on her part for representing the HOA that she says may lose money or may increase the value of their homes, as he is not sure what she was arguing for.

Ms. Bosinger replied there has to be, she represents the HOA and her view as an attorney she is always going to represent her client to the fullest extent that she can.

Bill Bancroft stated he lives right off the 16th fairway of the Savannah's golf course; a little history about himself so he can use it later in his presentation, he is a 30 year Navy Captain, retired; his last command was in Port Canaveral and he retired in 1990 and he became the Deputy Executive Director for the Port Canaveral Port Authority for 14 years; that is 44 years of public service; and he believes strongly that the County should continue to support golf as they support so many other recreation activities in this County. He continued there are 127 developed parks, 178 athletic fields, 110 athletic courts, 32 boat ramps, 74 playgrounds, four senior centers, five dog parks, a dog beach, one aquatic center, and they support 11 athletic complexes on school sites, and it also has three golf courses, two in the very southern part of Brevard County and one on the Northern part of Merritt Island; going back to his 44 years of public service, he learned that if good people are put in positions and given a responsibility to do a job, and given the assets to do the job, they will do the job and get it done; he does not believe that has ever been done with the County golf courses; he knows it is a challenge to manage these things that are complicated and these are complicated; back in 1989 when the County Commission initiated the golf programs, he thinks they expected that job to be done professionally and to continue in a positive manner; and he is asking today to not let them down, not to give up. He went on to say he knows Commissioner Tobia wants to punt it away but he does not agree with that; in 24 years he ran into a lot of difficult problems but he never punted them away, he solved them; there have been some good recommendations so he thinks the Board should work on those to keep the golf courses in the County; he knows they can make a profit; he disagrees with Mr. Christovich because when he was at the Port there were a lot of things they did to advertise, and he is not sure the marketing was ever done.

Michael Hayner stated as a resident of Savannahs he is going to primarily focus on discussion of the Savannahs golf course, but his comments and concerns are equally applicable on the courses in the County; Savannahs is the only golf course on Merritt Island; as was heard by the coach, it is also the home course for two Brevard County High School golf teams; either the County is going to have to, if Savannahs goes away, find another location for the high school teams to call home or they will have to abandon the golf program entirely; finding a location will cost money and will inconvenience the students, their families, and the coaches traveling to a different location; for the consultant's report, loss of the Savannahs golf course could result in as much as a 30 percent reduction in the value of the homes in the Savannah community; and that would equate to a \$250,000 loss in County property tax revenue which is actually more than what the County has lost in the operation of the golf course. He went on to say the deferred maintenance estimated at \$719,000 that needs to be reinvested in the golf course; according to page 52B that is where he received the numbers from, that course had been operated by the County for 28 years and to spread the \$719,000 over 28 years that is \$25,000 a year that did not get invested and as a result the course is now in a deplorable condition; for the past two years there has been no food and beverage services; when the County decided to turn the course over to Integrity they removed all the kitchen and bar equipment; now seeing part of the

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reinvestment is \$40,000 to replace that operation including the equipment that was removed by the County; lost revenue from the food and beverages and as was stated, lost revenue from the fact that rounds are not being played because people want to have a sandwich, before, during, or after their round, they cannot get it there, and finally in his 47 years of government contracts and project management, he finds it interesting that the County awarded a contract for a consultant in late August, and signed an agreement with that same consultant in early September, and the report that finally came out in October, came out exactly like what he would have expected that consultant to come up with, which is selling the courses; and from his experience that constitutes in a conflict of interest that in his history would have resulted in disciplinary action or removal of the responsible parties, so he is curious as to what the County has to say about that.

Mr. Abbate stated he would be happy to address that issue because it does need to be clarified; the brokerage agreement that was entered into was no one else's responsibility but his; that agreement is an agreement that gives the Board the exclusive opportunity and the sole discretion to decide whether or not, if they chose to go the route of a sale which is something the Board has previously discussed, they have the opportunity to pursue that with this individual at the exclusive brokerage conditions that are in that agreement; the Board does not have to accept that, it could obviously decide to do one of many things including, if it chose to go the sales route, to go out to RFP and select another broker; the only thing this does is provide the Board an opportunity if it so chooses to move forward; and he believes it was the responsible thing to do and he together with the County Attorney, Scott Knox, negotiated those terms for the Board's consideration should it chose that is a viable option along with the many other options that is available to it; and he reiterate there is no exclusive agreement that gives this to Mr. Christovich's company, it is the opportunity if the Board chooses to do it.

Commissioner Tobia stated he thoroughly read the report as soon as he received it and there were some deplorable pictures and situations that were at the golf courses; he thinks many of the golfers would agree; and he asked Mr. Abbate to explain the actions he took unilaterally before this got to the Board. He commented there is a question of bias out there and his argument if he wanted to sell it would be to leave it the way it is; and he asked what Mr. Abbate did when he saw this report and the evidence that these courses were in terrible repair.

Mr. Abbate stated the County has moved as expeditiously as possible, which is why he tried to outline the timetable that was followed; upon receipt of that report on October 13, which he saw the first report in draft form, on October 11, he did not make any substantive changes there were just some grammatical changes that were addressed to get it to the Board on October 13; he spent the time to read that report in painstaking detail and as he did that there were two points that came to his attention very clearly; one was there was an immediate oversight issue, even during the interim period, with IGM in terms of what oversight was being provided to the County monitoring the current contract, which is still an unresolved issue that he tends to address with the Board; and the second issue was very significant issues on the conditions of the three courses, none of which in that level of detail came to his attention until he read the report and saw those pictures. He went on to say it did not take him one hour coming in to work the next morning to immediately call staff and let them know they had until this morning to address as many of those issues as they could, and they needed to get them all addressed because he did not want to come before the Board without doing the due diligence especially looking at the conditions described in that report; that was for the purpose of the Board knowing that staff was trying to be on top of whatever degree reasonably possible of addressing all the issues immediately not for the purpose of a sale or any particular option that may have come; they knew what those options were but did not know what way the Board would want to go on any of those options, but he would hope everyone would agree whether the County operates that course starting tomorrow or whether it told him to go back out on an RFP for another management firm, or whether it wanted to lease or sell, or whatever it wanted to do, it was

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appropriate to address all those issues immediately, so he immediately took action; he gives a lot of credit to the Parks and Recreation staff and facilities staff because they have worked tirelessly for two weeks so he could report back to the Board, and they are ready to provide all the before and after steps that they tried to do to get the County to a better place; and he hopes that is a better place and that everyone would agree.

Mark Buchness stated he previously worked in the golf course business and in management positions at a very busy complex where they produced 147,000 rounds of golf per year; he has played golf in Florida for many years at many different courses and the Savannahs is where he chooses to call home; the reason was because it gave him the opportunity to take a look at the golf course every day and what he has seen since he has lived there, 14 years, was until 2013 everything was even keeled and the number of play was always good; after 2013 the County spend an inordinate amount of money on an irrigation system; and being in the business he has never seen a golf course totally replace an irrigation system on an entire course at a cost of \$1 million to the County. He continued after that was over with, there were several things that were not re-addressed after the system was put in one of which was the pumps that are on the course to avoid the water from being in the fairways and stopping play; this morning when he left, he lives on the 7th fairway, there was water completely across the fairway from bank to bank meaning the course has to be closed and revenues lost again; this month alone it has been about 18 days that the course had to be closed; and the main contributing factor to all of this is the weed abatement and the ponds. He explained the ponds were put in specifically for drainage of the Savannahs subdivision and to carry the water off the golf course to make it playable; because the ponds have not been addressed and the weeds are now choking all of the culverts going under the roads into the drainage area which would eventually go to Savannahs, the water is slowly backing up onto the home properties of the Savannahs; he can give point after point and show the Board how the canals and the golf course have now become from 10 yards wide to 25 yards wide and a lot of instances because the water continually backs up; he could show areas that were playable for golf for 10 years and they are now under water and the course has been routed around that area so people do not have to play it; and the thing that really gets him is he had looked at the original agreement between the County and the donor of the property and it clearly states in there that they will perpetually use the easement over the ponds and water areas of cause ways constructed upon and under the donated parcel for public drainage purposes intended to service the subdivision of the donated parcel. He stated he had been in contact with Roads and Bridges for the last several months and they did do a large survey after Fay because the whole course was under water; they said this has to maintained because the areas of the waterways has to flow out, people use to be able to watch the water actually flow out of the golf course into the drainage ditches finally getting into the Savannah; that no longer happens; the County for some reason put some fish in the ponds to eat the weeds so it would not have the expense of treating the weeds; when that happened the fish had to be contained so gates were put up; and the gates get clogged with moss and the rest of it so now the water is backing up. He mentioned there was just a new assessment of a flood plain and Savannahs went from an X to an AE, which is help to the homeowners as far as the insurance part goes but the last rain which was October 1st was a one day occurrence and there were many homes in the Savannahs that were within five feet of being flooded; some sent a drone over the Savannahs and took some aerial photos and it clearly shows how much flooding has incurred; he knows the County has a big problem with flooding in certain areas but it can be addressed because it was addressed for many, many years and now it is being ignored; his suggestion is the first thing to do, which is the cheapest way pout of all of this, is to get E-core in there to treat all the weeds in all of the areas; they are the only people he knows who treat all the golf courses in Brevard County; and there are no weeds at any other golf courses within the County. He stated they do a tremendous job.

Larry Fitzgerald stated Commissioner Tobia had made comment about whether the homeowners know; he cannot speak for any others but when he bought his house the flyer said

across from the seventh hole; when he read the agreement it said in perpetuity; he does not know about anyone else but when he reads in perpetuity he is good; he spent a lot of time reading the report, at least three times, and he thinks he understood; the gist of what he got out of that report is golf is dead; once someone takes that attitude that is the way it goes; he is not saying it is bias he is saying it is the tone; specifically on page three he read, perhaps the biggest drawback is the political ramifications of having the 92 percent of taxpayers who do not participate in golf supporting the eight percent who are active to the sport, and he wondered where that data came from; page 64 stated that is a national number; he questioned what percentage of subsidy is acceptable and if that was even looked at because all of the other facilities are provided; and there was also a section that stated the course is in a relatively remote location, difficult design, and reputation for being extremely wet and mosquito infested makes it a least popular played course in Brevard County. He noted he disagrees with the Savannahs being remote, it is right off the Beach Line and Courtenay and Hall Road, anyone could find it; as far as difficult design that is what many golfers like, if not they would go to pitch and putt golf; as for mosquitoes, this is Florida and if Mosquito Control is doing their job the mosquitos would be taken care of; and they did not mention the natural beauty of the place. He went on to say the Parks and Recreation Department have a \$62 million budget and that is a lot of money for the quality of life; it is indicative of the fact that little or none of the assets pay for themselves; schools for instance, he does not have children but he still pays for schools because it is a community need; and he thinks the Board should continue support of the golf courses.

Gail Meyers stated she is on the Golf Advisory Board and she represents Spessard Holland at large; there are over 46 members on the women's league that are there every Tuesday morning; she also plays at Habitat when work allows for it; that is on Thursday morning and there are over 25 members; she also represents the upper east coast league which plays all of Brevard County golf courses; and she represents all three County courses. She noted the whole east coast team is 140 members; this year they could not play on a Brevard County course because Integrity could not handle that amount at the time, so they ended up playing at the Indian River Preserve, which is also north county and farther than the Savannahs; she also plays in a national league which is the Executive Women's Golf Association and the Space Coast, Brevard County Chapter has over 65 members; this year they have played Spessard Holland, they are scheduled to play Savannahs on Saturday with no food and beverage, and they are also playing Habitat on November 4; and she also plays in a lot of women's tournaments. She continued this month at Habitat they have two; she just wanted to let the Board know there are a lot of women golfers and future women's golfers; there are a lot of high school teams not in Brevard County using these courses; and she hopes Brevard County keeps running the golf courses.

Susan Smith stated when she purchased her lot back in 2002, they conducted a perk test to make sure they would not have any problems; the perk test came back fine and they had no problems; they were not in a flood zone but over the years she was not expecting to take on the lack of maintenance issues from the 13th and 14th fairway that is causing considerable water retention flooding; the 100-year storm theory is no longer valid because rising water is a problem; back in 2015 the County golf manager had the irrigation system replaced and then removed the pepper trees and as a result of those initiatives when they came through with the back hoe they covered the entire drainage system that runs behind the 12th, 13th, and 14th fairway; and they no longer have the revenue there or the berm so the water is not flowing to the area it should be. She continued the wildlife refuge, behind the Savannahs golf course, has its water coming on to the properties; she has videos and photos not only from this morning but from the week after Irma showing how the water is flowing to directions it should not be; the main drain on Sandridge is right in front of her driveway; all the water from the 13th and 14th fairway and possibly the 12th fairway is coming to her house where the main drain is located; and she has a lot of photos showing the drainage system there is also not working. She went on

to say in response to the consultant's report and the selection of the consultant, she still feels like there should be consideration for conflict of interest being the consultant to give an unbiased review of the conditions of the golf courses and what to do, and happen to be the broker that could offer to sell; she is not a lawyer and she does not have legal experience but she feels that is definitely a conflict of interest; the other comment about the 92 percent of taxpayers who do not participate in golf would bring political ramifications subsidizing the eight percent who are active, but she does not use the tennis courts, the baseball fields, or many of the Parks and Recreation services, but she does not mind as a taxpayer paying for those services because it is for the benefit of the community; and she is a little confused on some of the dates of the execution of all these agreements because on the exclusive listing agreement there is a date of July 25, signed by Curt Smith and approved by the Board, however that occurred before July 27, for the Board setting up a timetable for an RFP, so she believes all of those dates need to be looked at.

Jett Fern stated Spessard Holland is a jewel; he is a real estate developer and he has the ability to purchase all three course; but he does not think that is in the best interest of the County so he is going to put together a proposal that will show the Board some of the ways it can have a win, win; first of all to abandon the Savannahs is deplorable and not an option; there are solutions to all of this and he has spent his whole life providing solutions to real estate situations; he is in a position now with his family to give something back so he is going to get involved; he just got back to Brevard County and he would like to take a look at this; and he thinks the consultant did an awesome job. He noted the consultant did what he was supposed to do, he gave the Board the worst case scenario, which is what the Board has to deal with; the County has three beautiful pieces of property with tremendous capability to move forward in a very positive way; he thinks the County can come out whole and not lose half a million dollars ever again; he thinks the decision can be made in a couple of months or the first of the year; and he also believes the County can get all its money back, which will be defined by how much was invested and how much they would get back from a sale. He went on to say everything has to be looked at; there is a deal here and it is a win, win deal; the County wins, the Savannahs wins, and even the consultant wins because anybody that is going to get involved with this has no problem paying a consultant to help get through the due diligence to make decisions; a half a million dollars a year is a lot of money to the County; but a half million dollar loss per year to a potential investor is no more than a challenge; everything has to be put in the right perspective; and he thanked the Board for the opportunity to be able to talk and give a more positive outlook on the situation. He stated he will be getting involved when he leaves the room today; he did read the consultant's report and he thought he did an awesome job describing the situation; and he would like to commend the County, they cleaned the cart shed up, and the efforts that have been made recently have been applauded. He continued he does believe moving forward there needs to be someone with some skin in the game, but working with the County to watch the public interest; the last thing the County wants to do is convert these into a for-profit operation that takes away all the benefits of why they were ever established in the first place; and for those who think that golf is dying, they are wrong; the baby boom generation controls 78 percent of the money in the United States; he has been playing golf since he was 11 and he is not done yet; however, he believes they do need to get the young people involved. He stated his vision for the young people is free golf.

Commissioner Tobia stated after looking at the initial budgets a month ago he was in favor of immediately disposing the Savannahs and that looked a little self-serving since the other two golf courses happen to be in his District; Commissioner Pritchett on July 13th saw the numbers and stated the general prospective golf courses are money pits; the Board paid a consultant and found out that was exactly right; she said she would like the County to get out of the golf business and quit losing money, and although he did not know the County was losing money, Commissioner Pritchett did and it showed on the report; while he understands and he appreciates greatly the citizens who have spoken, none of them spoke to the issues of the

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deferred maintenance; and he thinks the County has a ticking time bomb of \$1.8 million. He continued not one of the speakers mentioned how the County could mitigate any of those resources; on top of that he has heard there will be a projected \$537,000 loss in Fiscal Year 2018; the County tried marketing, and in fact the County had an in-house marketer, and in 2015 her quote was she could not give the golf away; so yes it sounds good to have free golf, but according the County's own marketing expert that would not happen; and finally the talk about public parks losing money, while the parks do lose money, they do not have competition. He noted the fact is that within 25 miles of the Savannahs there are four public courses in which individuals have the ability to play; and there are actually far more that are less expensive than playing at the Savannahs; after discussion he would like to entertain a motion to dispose of all three courses either in conjunction or individually.

Commissioner Barfield stated this report has nothing new for the options; immediately sell the three courses, continue to own and operate all three courses, continue to own all three but outsource to third party management, divest of just the Savannahs and retain Spessard Holland and Habitat; that is what the County paid for; what is not addressed is other options, which have come to light in the last few days; first off he has had people mention public, private partnership where investor come in and put money into it, work with the HOA and the County is part of it; and the Board has only had 10 days to review this stuff, so nothing has been finalized. He continued there was a gentleman who spoke about potentially setting up a separate authority or something like that, and he does not even know how that works; he believes it is premature to vote to sell something, when the Board does not even know what all the options are yet; and he also believes the Board needs to listen to the community to see what can be done. He mentioned if the Board were to put this on the market right now to sell, he would guarantee the golf courses would go down the tubes very quickly; it is coming up on the season when the most golfers come out to play, and that would be totally missed; the Board can say they will still operate the golf courses but the newspaper will put out that the Board is voting to sell the courses and when people read that they decide they are going to go somewhere else; he does not feel this is the time to decide to sell; the Board has a lot more work to do, it has to listen to the community; this gentleman offered so many things the County could do; and he believes this needs to be tabled.

Commissioner Isnardi stated she has a few questions for Mary Ellen Donner, Parks and Recreation Director; she inquired what the capital investment has been in these course so far; has the County taken any of the profits of the two courses that actually operate in the black and invested them back into capital; and she knows her office asked for some initial numbers and they were not quite the same as what the consultant report came back with.

Mary Ellen Donner, Parks and Recreation Director, stated there has been no discernable capital improvement program that she could see since the recession hit; as far as the report numbers, as the County Manager eluded, facilities and herself took a look at the list and the Parks and Recreation Department did a lot of the cosmetic cleanup but Facilities provided some of the more capital type things; to take into account their estimates and the sand traps, not included, it could very well be in the realm of about \$3 million.

Commissioner Isnardi asked if she had that broken up by course.

Ms. Donner replied she does; the Savannahs would be about \$1.3 million plus 47 sand traps which is about \$400,000 on top of that; Facilities is saying the Habitat is \$469,000 plus the sand traps so that is about \$800,000; and Spessard is about \$1 million and add the sand traps it is about \$1.4 million.

Commissioner Isnardi stated she finds it interesting that the investment being made on these golf courses and the one that does the best requires the least amount of capital investments.

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Ms. Donner stated Habitat is not replacing the building; they are currently locating their offices in trailers; and it is really a call as to what is priority and if they would do that.

Commissioner Isnardi stated she is having a difficult time with the report as well; she is sure Mr. Christovich did a fine job, but the first thing that stood out about this report is what came along with it, the brokerage agreement; she would hope the report is not bias but when reading the summaries and it is talking about how something could result in something that is not politically popular, she would have to questions some of the numbers, like the 9 percent decline over five years versus to an estimated four percent for one year in 2018; anyone can make a consultant report look as grim or as beautiful as a person would like; and she has no doubt that Savannahs is losing money and there has to be something done differently where the County is not left holding the expense of that, at least in her opinion, because this is a HOA golf course and whether or not the Commission agreed to maintain it or take on the debt, she does not believe it is beholden on the County Commission to be the sole bearer of that debt given the fact that it does benefit the HOA. She continued she would not care if it was in Commissioner Barfield's District or her own, she thinks the Board definitely has to do something different there; as far as the other two courses, they could be looked at as parks but in her opinion there are capital investments made in some of the County parks; rather than look at this as a big \$1.8 million to a \$3 million cost, she is sure putting these improvements in over five years or even 10 years on some of the stuff that can probably wait, would probably be more doable; and that would be her suggestion. She noted if the Commissioner of District 2 and the Board decides to keep this golf course that continues to lose money, something different needs to be done with the Savannahs, whether it is a public and private partnership or have an investor come in.

Commissioner Barfield stated the reason the County is in this position with these golf courses is because they do not know how to run golf courses; what has happened is the County has not put money into them like it should have as a capital investment; the Savannahs has suffered a lot from that and it is compounded by the fact that staff does not monitor the contracts to a performance measure that is in the contract; that is going to need to change, not only for the golf courses, but in general; and when there are performance metrics someone needs to be assigned to monitor those to make sure they are done. He went on to say he really believes what the County needs is a manager who is appointed to run these golf courses to get through the season; then it needs more definite analysis on what the actual cost is; he has seen some estimates done by Facilities and the numbers there do not make sense, there are other ways to do things, like replace cart paths for \$400,000, which is repaving everything and he does not believe things need to be done that way; as people know it is better to have the water be able to drain into the soil; he reiterate at this the County cannot do anything to jeopardize the season coming up; and he believes any discussion on selling the courses needs to be tabled because there are other options on the table.

Vice Chair Pritchett stated she thinks it is going to probably be appropriate today to table the idea of selling, but it is still not off the board for her; she thinks the golf courses need to remain golf courses but to find a creative way to have them say as they were intended; she believes this has to be a priority because the County must not be losing money on these entities any longer; the County is looking at over half a million dollar loss next year and that is a big chunk out of the budget; she likes the idea of the public and private partnership; if someone picks up the property and has full responsibility or the ownership of the business and the County maintains the land, it would at least get the County out of losing the funds; and she is open to those ideas. She continued she does struggle with the government being involved with competing with the private sector; her favorite thing to do is if someone came along with a big chunk of change and stated they wanted to buy the golf courses and run them, then that would be a win, win everywhere; she is willing to put some more time into this; and she had spoken with Mr. Christovich who stated he would help oversee them now and IGM would lower their cost which means the County would be getting the same thing with some oversight.

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Mr. Abbate stated that was part of the dialogue because when he initially read the report, the oversight that both Commissioner Barfield and Commissioner Pritchett mentioned, the current contract with IGM, who operated those courses from a maintenance perspective, while there was other oversight for over a 20 year period, is the one who is currently doing it on a short term month to month basis until the Board decides what it wants to do; the report showed internal staffing, in terms of monitoring that occurred there was significant room for improvement, in terms of what IGM was delivering and providing the management, maintenance, and operation oversight at the cost of \$204,000 a month for all three courses combined, and the oversight was not at a high enough level with the expertise; during that same period the County government reduced its staffing and everyone who was involved in the golfing operations is no longer there so they have no internal staff that can give the institutional knowledge, so they are starting from scratch in an area where anyone has had a lot of experience; Ms. Donner has some experience and has stepped up to offer to take it over, but she is new, the County has a big Parks and Recreation Department and she cannot dedicate the full time that is needed to really get the courses where they need to go; and knowing those thoughts and from a staff perspective, he will take the responsibility for this whether he is naive or not. He noted what he looked at was Mr. Christovich did provide some information in his report that staff acted upon and noticed they could, even if the Board says it wants to continue operating the golf courses indefinitely, to get to a better place now when they hit the peak season, whether it is on the revenue side being able to monitor and budget things correctly from the golf perspective, whether to do the extra things such as concessions, etc., and who is in the best position to provide that oversight; he does not know if he can say who is in the best position to do that but what he does know is that he thought of that and one potential option that the Board has is have dialogue with Mr. Christovich to monitor on a monthly basis and provide oversight that he could work with the Parks and Recreation staff to provide the guidance for whatever period of time the Board determines to IGM in helping them in a variety of areas which, up to this point and only a 60 or 90 day period that they have been operating it, they can continue operating it as effectively and efficiently as they can; he had that discussion with Mr. Christovich and IGM, asking them to lower their management costs, which is \$12,000 per month tight now, and if they would be willing to do that in a way that the County could hopefully upgrade that monitoring; and if the Board chooses to do that option then it could be done in such a manner that is no more than the current \$204,000.

Vice Chair Pritchett stated that would buy the Board a little time as it moves forward with different ideas.

Commissioner Barfield stated he does not want to hire this consultant to run the golf courses; he thinks there is an appearance that there may be the situation where he is potentially trying to sell these and he does not think that is right; and he would ask the County Manager to find somebody to manage the golf courses and to do it expeditiously.

Commissioner Isnardi stated she is more concerned with the length of time because it sounds good and puts things off a little but she would like some resolution to this as expeditiously as possible; she does not want this to drag on and on as the Board listens to 7,000 different ideas of why the County needs to keep all these of these open; and no matter what the Board decides she wants it to make a reasonable time that it can come back with some real decisions on what it is going to do with these courses or a plan moving forward. She inquired if the Board is going to invest in the two that make money and dispose of the one that does not or will it do something different; it may be the white elephant in the room, but it does need to do something different with the Savannahs because she is answerable not only to her District but to surrounding communities who want to know why she is even looking into investing in a golf course that continues to fail year after year and belongs to a HOA; she noted that is how it is viewed by the public so she is not just answerable to the people who should up to save their golf course and property values, she is answerable to everyone who pays taxes in the County; and

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she reiterated she wants to see some resolution. She stated it may work out where the course does not have to close, but something has to be done; maybe the homeowners need to invest a little more, but she would like staff to at least bring something forward as soon as possible, so a decision can be made on this; she is okay with tabling the issues until the Board comes up with some viable solutions; and she is not interested in selling them, at least not the two that are making money. She noted she just wants the Board to be smart and invest in them if the Board wants to keep them.

Commissioner Barfield stated he has a couple questions for Mr. Christovich; and he asked in all the years Mr. Christovich has been consulting in this business how many golf courses has he recommended stay open.

Mr. Christovich stated in two cases in his entire career has he closed down a golf course for nonperformance, but he did not make the decision, they were both foreclosure properties and owned by a lender.

Commissioner Barfield asked how many were recommended to be sold.

Mr. Christovich stated probably most of them; he by no means is suggesting that the courses be closed, he just thinks they would be in better hands if they were operated by someone who wants to invest in them long term and wants to make a commitment to golf; all three are restricted to be golf courses; there is an interpretation that Spessard could be a park, not necessarily a golf course; the buyers of the courses know they are buying a golf course business and they can get the real estate along with it; and the County Manager's request for a listing agreement from him so more to say what would a listing agreement look like to take to the Board if they asked for it, there was no commitment made to actually list the properties for sale with his company. He continued the Board is free to RFP that back out, he can provide names and there was a handful of other brokerage outfits that responded to the original RFP; he wanted to make sure it was clear that was purely informational, so was the request for what would a golf operations consultant's scope of work look like; he has been at this for 30 years and he has written RPFs and scopes of work, so when the County Manager and Parks and Recreation said if they spend a certain amount of money a month what would they get and what would it look like; there again there are parameters that hold that provider accountable; he would just as soon not list them or consult for the County if it is going to create an uproar in the community, because he does not want to go there either; he was hired to tell it like it is, so in most cases he tells people why take on the financial risk in an unknown environment that they do not have any direction or any data that states the business is going to get any better, so why not put it in the hands of the guy in the back of the room; if nothing else this report drug a few people out who are sincerely motivated and interested in the survival of the golf courses, that now there is a buyer in the audience; and no one wants to see the golf courses close, so get them in the hands of someone who will invest in them for the long term and get the County off the hook to create a win win for the County. He went on to say most of the buyers out there are buying distress assets that are under performing, have been under managed, and undercapitalized and turning them around because they are there every day; he has called a half a dozen buyers that he has sold properties to very similar to these, and they are doing year three numbers in year one because they build loyalty; the County cannot build loyalty with customers, but an entrepreneur, a proprietor who owns a golf course can do that because he is going to church with people, he is talking to people at the grocery store, and people want to take their business there; and they was a good point of when the for sale sign goes up, there could be some impacts to how people perceive the facilities; they may not buy an annual pass, or a discount card, or book an event because of the uncertainty of the future of the golf course. He mentioned that would be up to the operations people to create that stability and make sure every customer who walks in has a great experience, a cold beer, and a good round of golf;

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after a month or so, people are there and playing golf; and he hopes that answers the Board's questions.

Vice Chair Pritchett stated when she spoke with Mr. Christovich, she was intrigued by his love of golf and his experience in this; he has actually helped in LaCita when they did not know what to do; and there were three ladies who bought the course and it is doing tremendous, it is beautiful, and it is back up and a lot better.

Mr. Christovich commented they had just opened the restaurant back up which is now open to the public; LaCita is a very parallel story, LaCita was worse than anything here; and the neighbors in the community were concerned about what would happen; he found a buyer and it is just a great story.

Vice Chair Pritchett stated it was a win, win; it was privately owned. She stated there is only \$159,000 in the enterprise fund, down from \$700,000; she knows the Board needs to speed up the game play; she sees Mr. Christovich doing the maintenance because there is so much lacking right now and with his love of golf she thought if the two entities merge together until the Board finds something to do, might be able to improve those courses; and IGM said they would lower their fees so it would be the same cost as now; and she thinks there is opportunity for improvement if the Board tabled the rest of it until it figures something out. She mentioned Mr. Christovich got her excited about golf when she spoke with him.

Commissioner Barfield stated no reflection on Mr. Christovich, he is just saying the County has tried using consultants and this report is what the Board asked for; they have used consultants and they went belly up; he is just very nervous about using a consultant, he would just rather have a person that the County has hired to run this; if the Board wants to put Mr. Christovich on a retainer, he is fine with that; and he wants a County employee, who Curt Smith signs his check, to run it.

Mr. Christovich stated it was his understanding it was the budget; and what the Parks Department was prepared to pay would not get the County that person.

Commissioner Barfield stated he is not talking long term; he does not know if the County has even looked; and he inquired if they have looked for a six month temporary.

Mr. Abbate stated no they have not.

Commissioner Tobia stated he is going to pull his motion back, because he does not think he could even count for two on it.

Commissioner Isnardi stated before another motion is made, she would say she may support something like that in the future for disposal of all three courses; she does not know how to work it out legally to make sure; but if they can only be golf courses anyway it does not deplete services to residents that are demanding golf; and she reiterated that is not off the table for her to dispose all three courses.

Vice Chair Pritchett stated it is not off the table for her either; she has her three objectives; it remains a golf course; she would never just dump it on the citizens either because she feels the Board has a responsibility; and the goal is the County cannot lose any more money, so that is her objective moving forward.

Commissioner Barfield stated basically the Board has more options it needs to explore.

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Vice Chair Pritchett asked Commissioner Barfield if the motion he is making means the County is going to stop utilizing IGM.

Commissioner Barfield stated he thinks they could continue to use IGM for maintenance and let staff work that out.

Commissioner Tobia stated the County has assets here that are losing money at a very quick pace; and he asked if the motion calls for a Full Time Employee to manager the loss; and he questioned if the Board is going to hire a full time employee with County funds to manage something that it knows is going to continue to lose money.

Commissioner Barfield stated the Board obviously needs some direct County involvement because of the pictures; that is over time, it did not happen overnight; there is a lot of problems with the courses and there needs to be a manager whose is hands on that gets out and looks at the courses and understands what is going on; the courses have not had this and he does not know if they really had that with Integrity Golf; and he thinks they need to have someone who is directly reporting to the Board that oversees this. He went on to say that person can oversee IGM and he thinks that is what needs to happen.

Commissioner Isnardi stated her concern with that is hiring a County employee and that person becomes a County employee with the protections of being a County employee and with the bias and the eager to please management, like it or not that is a fact; if they are hired on a six-month basis and they know they are leaving in six months, there is no skin in the game for that argument; she would be okay with a consultant; she is open to put it out for consulting, but her concern is the longer it is delayed the more money the County is losing; and she does not know what other options it has. She added she wants to make sure the County is managing them properly, but she does not want to continue to lose money either; even searching for an employee is going to take 30 to 60 days, and that would only be four months with that employee to make an assessment and it sort of defeats the purpose; and she thinks the County should hire a consultant that does this for a living on a temporary basis because she does not want to wait another six months to make a decision on these courses.

Commissioner Barfield inquired if the County could go to a temporary firm; he is sure this will be in the newspaper; these are things that are important, the Board needs to see if there is someone who will come out and do this with the understanding of what they are up against.

Mr. Abbate stated staff is prepared to follow whatever direction the Board gives; as soon as the Board gives the direction they will do everything as expeditiously as they possibly can; and he gives his commitment to continue to do that as aggressively as they can. He stated the \$159,000 that is left of those funds is an issue; on top of all the other challenges it is important to note they have lost a lot of play time during the last two months because of the hurricane related flooding; they have been working with Risk Management as business interruption to try to recoup some of the revenue so they could continue operating; and Jerry Visco, Human Resources, was working as aggressively as he could; it has been roughly \$82,000 in lost revenue that has occurred just between September and October due to closures and that will be added to, once they are able to transfer that from the insurance fund, which gets us through another month; and part of the reason it is important to move forward as expeditiously as possible is from a marketing perspective and from the sale of the golf carts, that is all revenue, and it is hitting the height of the season, and to wait 60 to 90 days, as the Board has said, would be problematic if the monitoring that should be done is not getting done; and that falls on IGM, as the County considers that part of the agreement that the County has with them. He went on to say during the interim period the County will try to work with them as best it can to make sure they are doing those things as best they can; the County will move forward whether it is through hiring temporary through an agency, through word getting out, and they will bring something

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back to the Board in terms of how to proceed as quickly as they reasonably can, if that is the direction the Board gives them and thinks is in the best interest of the organization.

Vice Chair Pritchett stated she is in favor of tabling it; she likes Commissioner Barfield's idea of a public and private partnership; she thinks that could play out in the next few months as she hears a lot of interest; she thinks Mr. Christovich did exactly what the Board asked him to do, it was consensus of the Board, it was ready to sell, and he came back with other options; just sitting with him, he has a lot of passion for these courses and if the County goes out and tries to find somebody else, she thinks he would do a good job in helping get these golf courses running again for the in season; and IGM is a maintenance company and that is what the County is getting. She stated the courses need the oversight, she thinks he is a professional and that he would do a good job; the County has a few things coming towards it now to help it get through the next couple months as it goes through the options; and she would like to see Mr. Christovich be the guy who is doing the oversight, and IGM doing the maintenance moving forward while the Board finds a wonderful alternative for all three golf courses.

Commissioner Isnardi stated she would like a timeline; she would like to know what the least amount of time that the Board is able to act because she does not want to wait six months to make a decision with these courses.

Commissioner Barfield inquired if she was talking about potentially public and private partnership, or what.

Commissioner Isnardi stated she wants this Board to have a decision within a reasonable amount of time; she does not want to say 60 days, but at the same time, people who are serious about stepping up and investing should be serious about coming to the Board; she wants something back, and if the Board has to table it for another 30 days to make some deals happen or to come up with some details that is fine, but she wants to make a decision as quickly as possible.

Commissioner Barfield stated there are still a lot of legalities that have to be worked out; how it is done as a partnership or whatever; and in addition they must work out covenants or whatever.

Commissioner Isnardi stated the Board will be able to give staff direction on which way it wants them to go.

Commissioner Barfield stated it is not just the Savannahs, he is thinking about the others too; the Board has to make sure it knows the answer, if it is federal; if the Board can get 60 days he would be okay with that; and if it is having those issue then it will have to be brought back.

Commissioner Isnardi stated the only reason why she is okay with waiting 60 days is because the Board is much divided on this from who will consult for the next 60 days; and she is looking from a financial perspective and wonders if it is cheaper to go find somebody and pray that somebody reads the newspaper.

Commissioner Barfield stated back when all this happened in the 1980s, if he knew then what he knows now, it would not have ever happened that way; it is just one of those things; and it would have been done differently.

Commissioner Isnardi commented the delay on getting them solution that would work for them or it is not going to work, it is one of two things; this is something that other Commissions have debated and talked about; and it does get very political and it is tough for Commissioner Barfield because it is his District, but it is the reality.

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Vice Chair Pritchett stated she thinks moving forward if the Board could have staff give it a monthly update on progress that would be helpful.

Commissioner Tobia asked Commissioner Barfield if the Board is entering into that public and private partnership, to explain how he envisions that being any different than the relationship with Integrity Golf; he inquired if that was the same relationship the County was in with Integrity, in which the County would receive a certain amount of dollars; and he stated if he remembers correctly Integrity gave the Board the reason of losing money hand over fist, and that is why they had to declare bankruptcy.

Commissioner Barfield stated it is way too early to discuss this; the staff is in discussions with homeowner Association, there are other entities; and it has only been 10 days, so this all has to be worked out.

Commissioner Tobias inquired again how that is any different from the agreement the County had with Integrity, with the parameters that were set up prior; and he inquired if the Board has already tried this solution.

Commissioner Barfield responded when dealing with people who have a vested interest, either because they live there or are investing in it, is a little bit different than hiring a company with multiple different golf courses around Florida because they do not know the golf course or the people; and it is a lot different.

Commissioner Tobia stated it is his understanding, listening to the people of Savannahs, not one of them said they were ready to buy it, in fact the attorney said just the opposite, they do not want it because it would cause undue burden on assessments.

Commissioner Barfield stated that is correct.

Commissioner Tobia added it does not sound like there is a vested interest other than the subsidization of their homes.

Commissioner Barfield stated people have spoken with him about investing into this; they are not totally organized; but this is not the time to go ahead and sell everything when that is still an option.

Commissioner Tobia inquired if this is like Nixon's secret idea to end the Vietnam War.

Commissioner Barfield stated he does not know because he is not recording it.

Vice Chair Pritchett stated public and private partnerships can be so creative; she does not know if something will work out or not; there are a few in District 1 that were worked out with Municipalities that have worked very well; typically when someone comes in they invest with a large asset so she will have to see; and she understands Commissioner Tobia's point.

Commissioner Tobia asked if the motions could be separated, one on the management and the second on the tabling.

*Chairman Smith has left the meeting.

The Board tabled the decision for 60 days.

RESULT:	ADOPTED [3 TO 1]
MOVER:	Jim Barfield, Commissioner District 2
SECONDER:	Kristine Isnardi, Commissioner District 5
AYES:	Rita Pritchett, Jim Barfield, Kristine Isnardi
NAYS:	John Tobia
ABSENT:	Curt Smith

ITEM V.A., BOARD DIRECTION, RE: OPERATIONS REVIEW AND ASSET EVALUATION REPORT, PRESENTATION FROM CHRISTOVICH AND ASSOCIATES, LLC, AND PROVIDE STAFF DIRECTION ON THE FUTURE OF THE THREE COUNTY-OWNED GOLF COURSES - THE SAVANNAHS, SPESSARD HOLLAND, AND THE HABITAT (CONTINUED)

Commissioner Tobia stated he would make the motion, in the short term, if it takes two months to come up with a solution, for a period of 90 days to hire on a retainer for the amount of \$4,000.

Frank Abbate, County Manager, stated yes that was the amount they were looking at.

Commissioner Pritchett stated there is zero net though.

Commissioner Tobia stated \$4,000 to come out of the Management contract for the services of Mr. Christovich.

Commissioner Barfield inquired what his scope of work was going to be.

Mr. Abbate stated he has a draft of that and would be happy to share it with the Board at the next Board meeting for its consideration.

Commissioner Barfield stated he thinks the Board should take action now, but he wanted to make sure.

Mr. Abbate stated if the Board would take a moment he would have copies of the drafted one.

The Board recessed at 11:56 a.m. and reconvened at 12:04 p.m.

Vice Chair Pritchett informed that the Board is trying to make a decision on the consulting services.

Mr. Abbate stated what the Board has before it is a draft and is not something that they have finished negotiations on; they were just trying to set framework for the Board if it chose to move in that direction; there are obviously two parties involved in that, one would be whoever is to be doing the monitoring and the second would be IGM; he was not aware of is that IGM is actually here and the Executive Vice President, Greg Plottner, is here; and as they have had preliminary discussions, they were in a good place in terms of seeing that there was some additional oversight for the County moving forward. He added he believes that Mr. Plottner can elaborate further from IGM's perspective relative to how they could move forward and also offer the Board an alternative to additional contract monitoring, which would be in the confines of the current cost, which is what he was trying to do.

Greg Plottner, Executive Vice President of IGM, stated he has had a long term relationship with the County; it is the company's second tenure here and they are very happy with that; they were put into a situation where a Request for Proposal (RFP) was put out in a very short period of time; with his history of the properties, he has known them since 1996, and he thought they had

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given a good product for what was in confines of the contract on a maintenance level; when the County needed help they wanted to immediately come back and help with that support; decisions were made to look at it like an expense type contract that the revenue would control the revenue, which is what has been done; and he takes a little offense to some of the things in the report because he felt it was a slam at IGM, and that they were not doing some of the things that they should have been doing. He continued he wants the Board to know that IGM is a subsidiary of a parent company, Middlebrook Golf, and it is a large operator of golf facilities all across the country over the past years; they are still involved in club operations; on a short term IGM can help with club operations; since August 1st it has been the perfect storm, and he has never seen a summer like it where there is one occurrence after another from hurricanes to tropical depressions, and just today there was a microburst over the top of the Savannahs and the Savannahs had to be closed today because there is more water there today than there has been any time over the summer; and that flooding is just what occurred overnight with six inches of rain. He went on to say their main priority has been the maintenance of the courses because he does not know how the County is going to make any money if the golf courses are not maintained; they have been working around flood waters and fallen trees to get them cleaned up to get back into operating state; a lot of the things being talked about with club operations has been placed on the back burner; there are three qualified individuals IGM inherited from the former management company that love their positions at the facilities where they are at; they have great ideas and have been involved in competitive marketing analysis and other things; and those types of things have not been addressed immediately because there has been so much other turmoil to just get the courses back to operating. He stated now that the golf courses did finally dry out they are trying to get them in the best shape possible so when the golfers come back they can capture as much revenue as possible; he was informed of the proposed document in front of the Board; and there are a couple things written in there that he does not agree with, but as a draft, and if it is the Board's desire to provide more oversight, that is not an issue and can be done whether it is through Mr. Christovich or IGM could bring a couple people to the table and let someone make a decision, and that is all in the confines of what the County is currently paying them.

Commissioner Tobia stated the draft is better than the motion he made; this is a month to month contract and he previously said 90-days; he would like to change the motion to mirror the draft language.

Commissioner Barfield stated the monthly scope of services has been a minimum of three half days per month at each golf course and he thinks that needs to be more; he thinks it needs to be three full days per month at each golf course.

Vice Chair Pritchett stated she thinks the Board needs the County Manager to weigh in on this; and she inquired if the Board asked for three full days if that would change the fee required.

Mr. Abbate stated if the Board were to give him the flexibility, they will make it work within the parameters given by the Board; his goal is to not increase the Board's costs relative to the current contract; and hopefully they can make it work between the parties. He noted if they could not make that work, then if the Board gave the option, as suggested by Mr. Plottner, they could look at alternatives; and he would go to one of the other options to make it work as they have stated, within the current confines of the existing agreement.

Commissioner Tobia noted he will change his motion one last time to give the County Manager the ability to enter into the agreement for consulting services with Mr. Christovich given the parameters set forth in the draft as well as the amendments made by Commissioner Barfield.

Mr. Abbate asked if he would if they could not make that work that he would go to an alternate oversight consultant that Mr. Plottner mentioned earlier.

Commissioner Tobia responded as long as it is independent of that organization because he thinks independence is extremely important.

The Board directed County Manager Frank Abbate to enter into an agreement with Christovich and Associates for consulting services given the parameters set forth in the draft consulting services agreement; and authorized amending the draft to include three full days per month at the Savannahs, Spessard Holland, and Habitat with the ability for an alternate oversight consultant independent of International Golf Maintenance (IGM).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Tobia, Commissioner District 3
SECONDER:	Kristine Isnardi, Commissioner District 5
AYES:	Rita Pritchett, Jim Barfield, John Tobia, Kristine Isnardi
ABSENT:	Curt Smith

ITEM V.A., BOARD DIRECTION, RE: OPERATIONS REVIEW AND ASSET EVALUATION REPORT, PRESENTATION FROM CHRISTOVICH AND ASSOCIATES, LLC, AND PROVIDE STAFF DIRECTION ON THE FUTURE OF THE THREE COUNTY-OWNED GOLF COURSES - THE SAVANNAHS, SPESSARD HOLLAND, AND THE HABITAT (CONTINUED)

Commissioner Barfield stated he thinks the Board needs to address Integrity Golf.

The Board directed County Attorney to take legal action against Integrity Golf Company, LLC and each LLC affiliated with the three golf courses.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Barfield, Commissioner District 2
SECONDER:	John Tobia, Commissioner District 3
AYES:	Rita Pritchett, Jim Barfield, John Tobia, Kristine Isnardi
ABSENT:	Curt Smith

ITEM VI.F.3., BOARD DISCUSSION, RE: DOWNTOWN TITUSVILLE COMMUNITY REDEVELOPMENT AGENCY (CRA) FESTIVAL EXPENSES

Commissioner Tobia stated through public records request he sought information on the spending practices of all Community Redevelopment Agency (CRA's) in the County; after reviewing the information that he received from the Titusville CRA, he made some requests from the County Attorney's Office on what the best potential way would be to proceed; through communications with Titusville CRA it seems as though there are some systemic differences on interpretations so in order to clear that up he thinks the Board go with the conclusion that as Commissioner Pritchett had said, "Any good business should welcome an audit"; and his request would be before the Board decides what it is going to do based on the opinion received on a similar matter from the County Attorney's Office that it do a full performance audit on the Downtown Titusville CRA at the earliest request. He continued then the Board could come back and review the results once the Board has received that audit.

Vice Chair Pritchett stated the County Attorney needs to weigh in, but she thinks that would have to be an agreement with the City. She continued she has spent a lot of time with the City the past few days, there is a difference of opinion and there is always a lot of difference of

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opinions dealing with legal opinions because that is what lawyers do; Titusville stated they based a lot of their opinion, and she was on that CRA, on the Attorney General's opinion and he stated ultimately it is the decision of the governing body of the City of Sanford, which this was a Sanford case that came before him to determine whether promotional expenditures would be included in the budget of the CRA and he stated he could not say whether the use of CRA funds would be limited so that the expenditures of funds for the promotion of recreational developed areas would be prohibited; and again on March 11, 2014, Pam Bondi reiterated that she agreed with the past Attorney General's opinion and she went forward to say she continues to consider promoting of the use of redeveloped areas to be within the purposes of the CRA Act of 1969; and a couple more opinions that many of the cities use to base moving forward working out their plans. She continued Carol Westmoreland travels the State and is the Executive Director of the Florida Redevelopment Association, who teaches CRAs how to run properly; one of her statements reads, "Okayed CRA expenditures is for promotion, marketing, and events"; and then there is Gray Robinson who are attorneys that do the same thing and they say, "The activity furthers the purpose of the act that is necessary to carry out the Redevelopment Program to spend funds on activities, events, promotion, special events, marketing materials, advertising, and other non-capital expenditures have frequently been used to carry out redevelopment." She noted the CRAs at Titusville put it into their plan in 2008 trying to agree with what is in the scope of CRAs, so they did everything appropriately; the City of Titusville stands on that and provided a letter that they believe they worked within their scope and the small expenditure that was used for that scope; whether it is legal or not is going to be a difference of opinion; the Titusville CRA did it based on two Attorney General's opinions and some other experts so she believes they have acted appropriately in what they are doing; and Titusville also spent a small amount of funds on these items. She went on to say County Attorney Scott Knox's opinion is different and she respects that; Attorney Knox also recognized that it is in their plan and that the County suffered no harm from Titusville and how they spent their CRA funds; and she thinks moving forward with CRA discussions with what to do with CRAs throughout the County, she thinks the one thing that could be a problem is there has been a city that had to respond very quickly, which she had received a call and they wanted to know why the County was doing something without consulting them or having conversations, and then they realized it was from an independent Commissioner and not the consensus of the Board; she thinks something should be put in the Ethics Policy, because as Commissioner's the Board has an awful lot of independent power and if someone is going to represent the Board, and Commissioner Tobia did not, but it appeared to the City that the Board was making demands, so there should be a consensus from the Commissioners on those types of letters moving forward, so the Board is not spending a lot of time and calling special meetings to draft letters; and she asked Attorney Knox to speak on all this.

Attorney Knox stated in his opinion, and he fundamentally disagrees with the Attorney General, he believes in order to establish a case there has to be an audit and he does not know of any auditor that works for free so it will cost money; and the question would be how much money is the County going to have to spend in order to recover what may be a small amount compared to what is spent.

Vice Chair Pritchett stated if the City of Titusville does not feel that there is anything they did illegally then she does not know how the Board can force them to do anything, since there are no damages.

Attorney Knox stated there are no damages if the City uses its own money and they can prove that is the case; however that is the auditor's job to figure out.

Vice Chair Pritchett asked what he thought would be the next step.

Attorney Knox stated if the Board is going to proceed, it would have to have an audit.

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Vice Chair Pritchett stated she thinks the Board should not proceed; she is waiting to hear the other opinions, but she thinks it is going to be very costly; what they did was based on two Attorney General opinions and used less than five percent of the City TIF funds; and everybody has a difference of opinion on how to use these funds. She noted it was not her favorite thing to do but it was in their plan and both Attorney Generals concur with that, even the specialist who trained the State of Florida; what is interesting is in the House they are trying to put through a bill right now that says CRAs cannot spend money on these funds; if it is already presumed that they are not allowed to then she questioned why would they be moving forward with a bill to change it and stated the funds cannot be used for that; she thinks in a court of law that the City of Titusville would come through quite nobly; and she stated she thinks this is something that needs to be dropped.

Commissioner Tobia stated first he would ask as she brought up ethics, that she kindly recuse herself from this since she would have been one of the individuals that made the decision; Palm Shores believes that they spent the money 100 percent legally and look how that turned out.

Vice Chair Pritchett informed that she did not have an Attorney General opinion.

Commissioner Tobia stated he is not an attorney and is smart enough to know that; he has spoken with several attorneys and what they tell him about opinions is that a person cannot pick and choose; what Titusville did was to pick and choose the verbiage in that opinion; to continue reading that opinion, which he did and asked an attorney's opinion, it is extremely clear how it says in the Bill McCollum opinion that when the opinion mentions direct payments or promotional activities it was talking about once the infrastructure has been completed; the issue is, Titusville has not completed all of the infrastructure projects as there are many more in the plan; that on the face disregards the entire interpretation that it is a legal use of funds; what this ultimately comes down to using Commissioner Pritchett's words, "Any good business should welcome an audit" and that is all he is asking for. He went on to say when it comes to an audit he uses his ability as a taxpayer to ask for a public records request when it came to Palm Shores and it looks as though that direct action caused more than \$100,000 of resources that year to be reverted back into the Commission.

Vice Chair Pritchett stated she has no argument with the audit, she just does not know if the Board has the legal ability to enforce an audit on the City of Titusville.

Attorney Knox stated assuming all the records in the City of Titusville are public records, he thinks anybody can go in and ask for anything they want; and an auditor can probably do that too.

Vice Chair Pritchett stated but the Board cannot enforce them to do an audit.

Attorney Knox commented the Board cannot make them do it, the County would have to pay for the audit.

Commissioner Tobia stated the Board would not want Titusville to do the audit; Palm Shores had 10 years of audits saying they were in great shape; he, without any audit experience, found out the exact opposite, therefore, this would have to be done independently; and if Titusville CRA is confident in its legal use of those resources then they should welcome an audit, however, he thinks their attorney has read the opinions and is probably a little worried right now.

Vice Chair Pritchett stated they are not worried, and she wishes Commissioner Tobia would not speculate that.

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Commissioner Tobia stated if they are not worried then he suggested the Board move forward with a full independent performance audit of Titusville's CRA.

Vice Chair Pritchett inquired if that would be under County funds to pay for them.

Commissioner Tobia stated he would suggest it use the CRA funds that it received back that were illegally spent by Palm Shores; and he is sure that would be more than enough to cover the cost associated with conducting an audit on Titusville's CRA.

Vice Chair Pritchett reiterated the Board cannot force an audit on them, but people could go in and do audits because it is public record; the City of Titusville sent their complete plans to the County for years and everything has been in the sunshine; there is nothing that they have not disclosed completely, so she thinks all the information through the County is already available; and she thinks the determining question is whether or not the use of the funds from this type of entity is legal. She added that is the question that needs answered moving forward; she reiterated there are two Attorney General opinions and two experts who teach through the State that say it is; there are other good people who think otherwise; and the big move in the State of Florida right now is to bring forth something that is going to change the ability to use it for these types of expenditures for CRAs. She understands Commissioner Tobia wants to do an audit and she thinks the Board can do an audit anytime at its own expense; but, she thinks the question brought up here is whether or not it is legal and there are several different opinions.

Commissioner Tobia stated the audit will start to answer some of those questions.

Vice Chair Pritchett asked if the audit could answer the question or not whether it is appropriate use of the funds, or does that have to come from a court setting; and the Board is not saying they have performance problems because they have already said this is how they spend their funds.

Commissioner Tobia stated a performance audit looks to see if those funds were used in conjunction with Statute.

Vice Chair Pritchett inquired if that is going to be the core question whether this is legal.

Commissioner Tobia stated there is a recent opinion from the County Attorney that puts those into question; and he has pointed out how the Sanford decision does not directly relate to the Titusville situation.

Vice Chair Pritchett mentioned there was the Del Ray situation by Pam Bondi that answered the same thing; and she asked the County Attorney if the Board moved forward with this, if the question is legal use of the funds; she stated Attorney Knox told her there are different opinions by great men and women who do this as a practice; and she inquired what his opinion is because a performance audit cannot be done without some kind of conclusion from the court saying whether it is appropriate use of the funds or not.

Attorney Knox stated a performance audit could look to see how the funds were spent; and they will know what the County's contribution is because it gives them money every year; and they can probably come up with a way to calculate how much of the County money was spent, if any, on the activities in question.

Vice Chair Pritchett noted the activity in question has already been admitted what the money was spent on.

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Attorney Knox stated that is true but when he talked to the City Attorney, he indicated that the City had more in the way of contributions to the CRA TIF than the County does, so it is possible they could have put money aside for that purpose from City funds; and he does not know that, that is what the auditor would find out.

Vice Chair Pritchett inquired if Commissioner Tobia wants to find out if the CRA is operating as it says it is operating because there could be some mistrust in the Titusville CRA.

Commissioner Tobia stated the opinion that Titusville CRA brought up is not relevant in this situation; the percentage of County TIF dollars to City TIF dollars are different on the research that his office did compared to what Titusville sent forward; those are the numbers he sent to the County Attorney's Office; and there will be another one on a CRA coming up very soon. He noted the opinion was to advise the Board to audit, there may be nothing wrong; the one CRA that his office spent a little time with found out that everything was wrong; and he asked that the Board use Commissioner Pritchett's words in the CRA that she was a voting member of.

Vice Chair Pritchett stated she has no belief at all that there will be anything found misappropriated in the Titusville CRA; if the County is going to pay for it, she would think that is appropriate; the issue based upon the facts is because there is a difference of opinion in whether the use of the funds in this manner are appropriate or not appropriate.

Commissioner Tobia pointed out that Commissioner Pritchett believes the City, but he is going with the County Attorney's opinion.

Vice Chair Pritchett argued no, she believes two Attorney Generals, Carol Westmoreland, and ABC's of CRAs by Gray Robinson which brought training to all these entities.

Commissioner Tobia reiterated that was not dealing with this case; every court case is different; and these are not directly dealing with this case; and there is a County Attorney opinion that looked at this case and provided an opinion on how to best solve this; and his opinion is through an audit.

Vice Chair Pritchett stated Attorney Knox gave two opinions and even if the CRA tax increments for such purposes unauthorized, the County would arguably not be injured; there are no secrets here and nothing that has been done that is not in the sunshine; everything has been sent to the County continuously every year; and if someone wants to sit down and go through them, then that is appropriate. She went on to say again the ultimate question is whether or not it is appropriate use of the funds which is going to have to be settled in the court of law because there are many great men and women with different opinions including two Attorney Generals; and she inquired if the question is now changing for Commissioner Tobia, and if he is wanting to do a compliance audit on all CRAs moving forward.

Commissioner Tobia responded with no ma'am; he stated his question is concerning Titusville CRA because through public record, as he mentioned earlier, he found some inconsistencies with Statute; he then forwarded it to the County Attorney and asked him what the best course of action would be; the response he received was to get a better understanding of this would be to get an audit; and he is asking the Board to comply with the advice from Attorney Knox. He continued Mr. McCollum is not here and in fact most of the voters of the State of Florida decided they did not want Mr. McCollum to be Governor so more people have disagreed with Mr. McCollum that what have agreed with him; he is happy to say Mr. Rick Scott is the Governor now; and with that being said all he is asking is for the Board to go with the exact same conclusion that Commissioner Pritchett drew, that any good business should welcome an audit.

Vice Chair Pritchett stated the audit does not bother her.

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Commissioner Tobia stated then he would like to call the question.

Vice Chair Pritchett stated she cannot force an audit, but the County is going to have to pay for it, as Attorney Knox said; and the question Commissioner Tobia posed is whether they did something inappropriate with the funds by using them on these expenditures and that would have to be solved in a court of law.

Commissioner Tobia stated he asked that to the County Attorney how to best go about that.

Vice Chair Pritchett explained he has a different opinion; and he will say it has to be solved in a court of law.

Commissioner Tobia stated but the Board needs all of the information and all of the information comes out of an audit; maybe it will show it was justifiable and Attorney Knox's opinion was incorrect; but until the Board has all the information, it cannot make inferences based on Delray Beach or Sanford with the large differences; and he is not asking for audits on each and every CRA, only ones that his office did the due diligence for, brought up questions, and then asked advice from council how to best solve them. He continued there is another CRA that is coming up, which is more black and white, but to start with Titusville certainly needs to have an expert look at this to make sure that the percentages of different TIFs are associated; his calculations were different than the city's; all the monies are go mingled and that is the issue; the TIF money from the city and the TIF money from the County are combined; and his calculations of how the money was spent it quite a bit different than what the City is saying. He added an auditor would get down to that and mathematically figure out how that actually works; and he does not have the answer but upon advice from Attorney Knox that is what an audit would seek to do.

Vice Chair Pritchett inquired if Attorney Knox wants to weigh in on.

Attorney Knox stated just for clarification the ultimate issue of whether it is illegal or unlawful expenditure is a court decision and would be decided in court; if the auditor is going to do something, they would go through and try to figure how much County money was spent and how much City money was spent on these types of activities; and they may establish there was County money spent on them and they may establish County money was not spent on them, so he does not know what they will find. He added that is generally why there is an audit before proceeding with the law part of it, because the facts are needed prior to giving it to a judge to decide if it is right or wrong.

Vice Chair Pritchett inquired if the Board were to move forward with an audit and they establish where the funds were spent and by which entity, then the Board would determine what it needs to do afterwards with the information.

Attorney Knox responded affirmatively.

Commissioner Isnardi stated she would support an audit because she believes they have nothing to hide, and Commissioner Pritchett was there doing oversight; she welcomes and encourages all audits; if it were up to her the Board would not be in the business of even having to deal with these CRA nightmares, they would just divvy up the taxes where they are needed the most and the Board would not have to deal with all the drama and what is legal and what is not; that Attorney General's opinion is much more extended than the small segment that was taken from it; and it is never an arguable case for an attorney in court to use because the Attorney General said so, they use case law. She stated she does not think any Board member should be opposed to an audit; and she thinks every CRA should be audited independently.

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Commissioner Barfield asked Attorney Knox, given the opinion from Mr. McCollum and then projected new Legislation being proposed which would pretty much prevent this from happening, if he could go back and get the latest Attorney General's opinion in this circumstance.

Attorney Knox explained the Board can always ask for an Attorney General's opinion; they have had two, one in 2010 and one in 2014, both being in agreement; he thinks the Statute is clearly contrary to what they opined, but that is something the Legislature is probably working on, and the reason may be because of these two Attorney General's opinions and maybe they do not want it that way; and if they are proposing Legislation maybe they are trying to clarify things, there is really no telling what Legislature is thinking.

Commissioner Barfield stated he knows he has one to the left of him; and he inquired if the two Attorney General opinions were similar in situation.

Attorney Knox replied affirmatively; and another option would be for Titusville to ask for an opinion.

Vice Chair Pritchett stated they may do that; she has no problem doing audits; she thinks they are okay; the personality of the inquiry is what through her; and the letter Commissioner Tobia sent was a little hard.

Commissioner Tobia stated that was the cleaned up version.

Vice Chair Pritchett commented she could not imagine the other one; and the Board probably would have had to protect him this morning with that other one.

Commissioner Tobia stated he has a bad taste in his mouth with prior actions of CRAs.

Vice Chair Pritchett stated Commissioner Tobia cannot expect everybody to behave the same.

Commissioner Tobia stated he expects everyone to behave in a very good fashion and consistent with Statute.

Vice Chair Pritchett reiterated his letter was a little harsh. She stated the audit is not the part that worries her, but she hates sending out a message to the municipalities and the cities, thinking that the Board is looking for something wrong; she does not mind doing audits, but she does not want to do it with the context that they have a fear of the County; the Board is there to serve them and it has always enjoyed good relationships with them through the past and she would like for that to continue moving forward; and if the Board wants to do audits of all the CRAs at County cost then that is fine with her, she just does not want to send out the message to all these entities that the Board thinks they are up to something because she does not think they are. She went on to say she thinks everyone is working very hard; local level government works so hard to come together and put their communities together; the Council on the City of Titusville makes \$5,000 a year so they are not in it for the money, they are just trying to put their communities together; and she would have liked it better if the flavor would not have been sent out like it was.

Commissioner Tobia stated he appreciates that but that was him, it did not have a seal on it, it was his name attached to it, not that of the Board; it has come to his attention that other Board members have entered into negotiations with CRA's and he has had previous dealings with CRAs; he wishes that were the case, and that nothing was wrong, however, he found an individual running a CRA and paying herself \$100,000 and when she was caught, she did not pay back the \$100,000 she assessed it from the taxpayers; to believe that everyone is acting

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above board is not reality; and he is not even going to go as far as asking for performance audits on every CRA, but he would like to start with this one. He commented he has checked a few others and he has not found the inconsistencies.

Vice Chair Pritchett stated she does not understand what he means with inconsistencies.

Commissioner Tobia explained it is inconsistencies with Statutes.

Vice Chair Pritchett inquired if it was about expenditures with these entities.

Commissioner Tobia stated that is correct; he feels her pain when it comes to using County resources for audit functions, however, this was his office that found it and send it to the County Attorney; the County Attorney's opinion was that the Board should proceed this way; he does not want to unilaterally audit each and every CRA because his office has spent a lot of time, and although he may not agree with the organization of a CRA, many of the ones he has looked at function within the guidelines that Statute sets up; and this one may not, so he would like to have an independent performance audit of the Titusville CRA as soon as possible and bring that finding back to the Board to make a determination of what or if anything needs to be done as the stewards of the County tax dollars.

Commissioner Barfield stated he still has a problem with the opinion; if the opinion provided by the Attorney General he cannot legitimately think that a city would do this with following that opinion so he will not vote in favor of an audit; and he mentioned unless the Board could get another opinion.

Vice Chair Pritchett stated she would like to have a conversation with the City of Titusville and discuss what type of audits they are doing, if they have this type of thing going on; she would like for them to volunteer some of this information; and then she would like to proceed. She stated she does not believe there was any misappropriation of funds with cause of precious resources, which came from the letter by Commissioner Tobia; she thinks the City moved in context with the opinion of two Attorney Generals; and she thinks to make a demand of repayment to cease and desist was a little strong. She added she thinks the Board has created a situation she does not like and she is not going to vote in favor of this; she requested that Attorney Knox make request to the City of Titusville to maybe go through a voluntary audit.

Scott Ellis, Brevard County Clerk of Court, stated he believes Commissioner Tobia wants a compliance audit, if the audit gets done, not a performance audit; performance is how well it does or does not do, compliance is the adherence; he has been down this road with Attorney Knox almost 25 years ago with Environmentally Endangered Lands (EELs), and the compliance audit that came from the Clerk back then; the Board went out for Declaratory Judgment and then Mr. Futch went and changed the law in Tallahassee; and he reiterated he thinks a compliance audit is what the Board is looking for. He continued the court case is not expensive to get declaratory, and do not take damages from either side; and if the Board desires to make changes, it can request the Legislature make changes if it is necessary. He went on to say he 100 percent in favor of a compliance audit for every single CRA; the Board in the past has never looked at the CRAs; he has brought issues forward on CRAs and the Board blew them off; Cocoa used the CRA to buy the old City Hall from themselves; Cape Canaveral transferred money from the Enterprise Fund to the CRA to build a Lift Station; he asked why use enterprise money when it can be paid for with 40 percent of County money; and he stated Satellite Beach was millions of dollars, therefore, he would be totally in favor of compliance audits on every CRA. He stated since he has a couple minutes, he does not think the County will be able to sell Valkaria, the Federal Aviation Association (FAA) will not let the County cut that loose and the same thing with Spessard, they are poison pill; he thinks the Savannahs has a reverter clause, the HOA; the County tried to sell the golf courses a long time ago; and the FAA is not

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going to give up their property even to a long term lease. He went on to say the County has those two, but the Savannahs is a different issue with the HOA; he believes they have the right of first refusal to take it over; and he mentioned a compliance audit is a great idea and he wishes the Board would do them all.

Attorney Knox stated for clarification his opinion did not accuse the City of Titusville of any wrong doing; he thinks they are justifiable in their relied upon Attorney General's opinions; and he is just saying he does not agree with the Attorney General.

Commissioner Tobia stated that it is his error in requesting a performance audit and he would like to change his motion from performance to compliance audit of the Titusville CRA.

Vice Chair Pritchett stated she is not going to vote for that but she does not mind having a discussion of moving it into the future to do compliance audits on CRAs and figure out how to fund it; she thinks it would help them out a lot to make sure everything is done appropriately; and she reiterated she is not going to move forward with this right now. She noted she feels it is a little accusatory to the CRA; she heard the County Attorney make the opinion that he does not think the City of Titusville did anything wrong; and she believes the ultimate question for them is whether that is appropriate use of the funds or not, and that will have to be solved in court. She went on to say if the Board if the Board comes back and is working towards doing a compliance audit for all the CRAs that would be appropriate for her, that way the Board would not be pointing out or picking on one CRA; and the Cities and municipalities would not feel singled out.

Commissioner Tobia stated he would like to change his motion to compliance audit of all CRAs so not to single any one out.

Commissioner Isnardi stated while she does think it will pass, she will second the motion; she does not think anybody on the Board, any city leader, or city elected or otherwise should be in objection to a compliance audit because if they are all doing the right thing then there is nothing to worry about; and she thinks this helps keep them in check as well. She continued the Board has already learned that people do not understand the Statutes or provisions; therefore, she thinks it would be crazy not to do a compliance audit for all CRAs.

Commissioner Barfield stated he thinks there may be a point of order here because this Item is addressing one CRA and the other CRAs are not there to voice their opinions.

Attorney Knox stated that is a Board call in terms of how it wants to proceed, it can go either way.

Vice Chair Pritchett stated she wants to come back at the next meeting when Commissioner Smith is available and the reason for that is because she would like information on the cost that would be involved if the Board decides to move forward with compliance audits.

Motion fails due to a 2:2 vote.

The Board took no action on the Downtown Titusville CRA Festival Expenses.

RESULT:	DEFEATED [2 TO 2]
MOVER:	John Tobia, Commissioner District 3
SECONDER:	Kristine Isnardi, Commissioner District 5
AYES:	John Tobia, Kristine Isnardi
NAYS:	Rita Pritchett, Jim Barfield
ABSENT:	Curt Smith

ITEM V.B., REQUEST FOR EXECUTIVE SESSION, RE: BREVARD COUNTY, FLORIDA V. JIMMIE CROWDER EXCAVATING AND LAND CLERING, INC. AND ALLIED PROPERTY AND CASUALTY INSURANCE COMPANY

Scott Knox, County Attorney, stated this is just a request for an attorney client private session with the Board for the case of Brevard County v. Jimmie Crowder.

The Board approved scheduling an executive session with the County Manager and appropriate staff to discuss strategy for Brevard County, Florida v. Jimmie Crowder Excavating and Land Clearing, Inc. and Allied Property and Casualty Insurance Company, to be held before the Regular meeting on November 7, 2017, at 4:00 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristine Isnardi, Commissioner District 5
SECONDER:	John Tobia, Commissioner District 3
AYES:	Rita Pritchett, Jim Barfield, John Tobia, Kristine Isnardi
ABSENT:	Curt Smith

ITEM VI.B.2., BOARD APPROVAL, RE: FY 2017-2018 COMMUNITY ACTION BOARD COMMUNITY-BASED ORGANIZATIONS (CBO) RECOMMENDATIONS

Ian Golden, Housing and Human Services Director, stated this is a request to approve and complete the Fiscal Year process for Community Based Organizations (CBO) obligations; there is an error on the Agenda Item itself, March 7 is when he originally meant to bring the item, the Board actually voted on it on April 11 at a Workshop; the Board previously voted and approved the RFP Process and committed the funds; this is just a completion of that process; and the Community Board reviewed the applications and are presenting their recommendations for funding.

Commissioner Tobia stated it seems as though there was quite a bit of favor of money being used for the Aging Matters Meals on Wheels Program; that one did not make the list; he looked at the rubric which was extremely generic; his suggestion would be to switch the \$94,000 odd dollars from the Brevard Alzheimer Foundation to the Aging Matters Meals on Wheels for a couple of reasons; one being that Aging Matters would deliver approximately 120,000 meals which is 120 un-duplicated seniors that it would be serving; and the Alzheimer group was a small fraction of that amount. He added on top of that he went into the filing for the Brevard Alzheimer Association and while he is sure they are wonderful, the organization seems to not be run very well, and they have been through numerous directors; there was a swing in programming services of almost \$800,000 this year; expenses exceed revenue by \$439,000; and it appears as though Brevard Alzheimer Foundation's financials are not being done in a way that the County needs to get involved with. He mentioned his suggestion would switch it over to impact as many seniors, and an organization that is showing positive financial results, that being the Aging Matters.

Commissioner Isnardi stated the first thing she noticed about this is the Board really talked about reducing the CBO funding; she thinks looking at the list, while every charity is wonderful, she thinks food has to come before everything; feeding has to come even before transportation, even though transportation is important for Doctors appointments and such, but feeding out ranks anything else on the list; and she would be in support of those getting priority. She commented she knows it is difficult for Mr. Golden because he has his own selection committee; that is why it comes before the Board so it can have the ability to move things around; she hates to take from one and give to another but feeding will always trump transportation or daycare, even though it is needed, she does not question that, but she would rather put food in the belly than provide other services.

Mr. Golden stated he had put in the RFP that the final decision is that of the Board, and everyone is aware of that; and in light of what was said, he believes that the Alzheimer's Agency is here and he would like them to have the opportunity to potentially respond to those questions and concerns.

Tim Timmerman, Director of Operations of Brevard Alzheimer Foundation, stated he does the CBO process every year; it is a competitive process and it is not easy; they do 10 to 15 grants and this is probably the most important one because it validates the community wants and needs them; the volunteer action board reviews all of the applications and they provide a very important service to this community; they have 100 people in their custody who would be home wandering around, driving, and may be a danger to themselves or others in the community; and if this money is taken away some of those people may be left home alone, which is the daycare element. He added transporting seniors to their doctors is a very important element, as well as getting to the grocery stores and the pharmacies; this agency does a door to door service for up to 1,200 seniors a year to get them to the doctor; and they buy their food from Aging Matters so they are all in this together, but to switch all of their money would be a blow to their budget and would affect many people who need it the most.

Janice Miller stated she knows the Board has a lot of difficult decisions to make; the Board is also correct about the agency's budget; the past director and management made some severe changes because of the budget consequences that the Board addressed; they are on target to have a balanced budget this year; be aware that the agency does not turn anyone away who comes to their door, whether they can afford to be there or not; and they feed the elderly too. She reiterated she knows the Board has some difficult decisions to make; she believes there is enough money to go around to everyone, not just to a select few; and she asked the Board to open their hearts and do the right thing for all the non-profits because they are not in competition, they work together to serve the community.

Jim Leisenfelt, Interim Assistant County Manager, stated he is not defending Alzheimer grant applications or anything like that; Alzheimer's lease vans from the County Agency to take folks into the different centers, doctor's appointments, and the like; the \$52,000 they draw with them is elderly and disabled funding from Florida Department of Transportation (FDOT) and is a 50/50 match to help them with transportation; so that is at least \$100,000; under the American Disability Act (ADA) Transit, if they were to run a fixed route service and a person qualifies for ADA and asked for a paratransit trip and the trip qualifies, they have to be taken; he does not know how many of the Brevard Alzheimer patients would qualify, but he would imagine it is a good size number, but that could fall back on the County to do the trip, which cost about \$70 per hour to operate a vehicle and he would guess they could get four to six people on a pick up, but he does not see the County doing the same amount of transportation that they do with that \$50,000; and they are really good to work with, but if they came back and said these are ADA eligible folks it would cost the Transit Service Department more money than what the County would be giving to the CBO.

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Vice Chair Pritchett inquired if the County would have to do an individual pick up at that point to get people place; she stated the County does not have the people to watch over them either.

Mr. Liesenfelt stated he is just talking individual folks, he is not talking about their health capabilities or what oversight they might need; and this is a case of they are doing it for cheaper than what Transit could do it for.

Commissioner Barfield stated the Aging Matters, Meals on Wheels is huge; and just a thought, the Board may want to consider shifting the Alzheimer's Adult Day Healthcare funds to Senior Nutrition and keep the transportation services for the elderly.

Vice Chair Pritchett stated the Meals on Wheels is one of her very favorite things; she has participated in the past and has had family members be able to stay in their homes because of it; someone called the office and she thinks the process is good and she understands why she did not make it with that amount; she is probably going to request that the Board do something for Meals on Wheels anyway because they get such a huge funding ratio with grants; and her ideology is if the County is going to pay for it one way or another, and if they end up in nursing homes because they cannot stay at home, that cost is exponentially larger than just giving them meals at home, so it is an advantage to the County. She continued during discussions, the Board decided to go with what Mr. Golden is doing with this; if the Board is going to do this now, she thinks the Board should just pick the ones they want to support instead of making Mr. Golden go through this process, because that is basically what is happening, the Board is trumping what he came back with; she has not had the opportunity to sit with all of these groups, but at this point she would have to go with his recommendation; that is what the Board sent him out to do and they are the people who sit and listen and go through all the paperwork, unless the Board wants to change it in the future to where the Board takes the amount of money and have discussions of what it thinks would be the ideal entities to fund; and she is more in favor of supporting the list that was provided. She commented she may be trying to find some places where the County has funds saved up so it can help aging matters.

Commissioner Isnardi stated this is why she does not like CBOs; she could pick three that she would not have on the list at all and she would probably pull on a couple others; she knows all the work helping seniors of Brevard does and they were not granted anything; she has sent people to call them who have received advice and directed towards the agencies they needed to get set up for Meals on Wheels or otherwise; and arguably these are all great programs, however, she will always choose food over transportation or daycare. She went on to say she would support Commissioner Barfield; she does know whether to take the total amount, and take half of it, because their original request was for \$75,000 for Aging Matters or just to take the \$42,000; she thinks the \$42,000 would be easiest, or the Board could just start picking off percentages of some of the others, but that could get really muddy and people could get angry, and it would end up being tabled; therefore she believes the \$42,000 is the easiest solution.

Commissioner Barfield stated the Meals on the Wheels saves the County money and that can clearly be shown in the budget; the County pays \$6.8 million in Medicaid matching, and Meals on Wheels makes people self-sufficient so they do not have to go into nursing homes or long term facilities where it is paid for out of Medicaid; he does not know if the County ever worked this through and he has not sat down and gone over the numbers; he noted he probably has to ask Aging Matters what the age levels are and how many age levels; he believes they could actually come up with a number, they have people over 100, 90, and 80-years old; that is legitimately what the County needs to be doing; he thinks the Board should send this back to staff and let them reduce some on all of this and come up with a number for Aging Matters, Meals on Wheels, because he believes this is something that can show a direct return on; and he stated he would like to see the Board do that.

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Commissioner Tobia stated it sounds there is a split Board here without Commissioner Smith, therefore, his suggestion would be to table it until the next meeting; he feels bad for all of the CBOs who dutifully showed up to defend; they should not have to offend, they do great work and his suggestion to cut this was part so the Board would not have to get into these discussions because everyone provides services for the County with limited funds; and it is very hard for the Board to arbitrarily say one is more important or provides better service than another one.

Commissioner Barfield asked if Commissioner Tobia would like for them to come back with some alternatives.

Mr. Golden inquired if he could seek clarification regarding what the Board wants him to bring back; he stated right now all the agencies are recommended to be funded at 70 percent; he inquired if the Board is seeking for him to bring back, for example a negotiation seeing if they would accept 60 percent to be able to fund Aging Matters to some extent; and he inquired or is the expectation that he would skip the agency that scored higher than Aging Matters and also did not receive funding.

Vice Chair Pritchett inquired if the \$180,000 that was moved over at hurricane time was completely utilized or if there was any funds left over that could be moved into this to take care of Aging Matters.

Mr. Golden stated they are at the very beginning of the expenditure of those funds because they were new year dollars and they are only three weeks into the new year; they have just about finalized the procedure that will be utilized; therefore, at this point he could not say whether all those funds are going to be accessed or not.

Vice Chair Pritchett stated maybe he could provide more clarification when he comes back with this in case there are some funds left over because those are the type of funds the Board was looking for.

Mr. Golden stated he could probably tell the Board where he is at, but he reiterated the next meeting is November 7 and there will not be a lot of expenditures between now and then.

Commissioner Isnardi inquired if the Space Coast Center for Independent Living is for mentally challenged individuals or for seniors.

Mr. Liesenfelt stated he does not know what is on the application but their transportation program operates anywhere from two to five vans with what grants they receive; those are folks that have to have a disability and the majority be physically disabled; they take them to doctor appointments and things like that; they also use them in the evening for activities when the County buses are not running; and when he started in 1990 they were leasing vans so it has been about 30 years.

Mr. Golden stated the Need a Ride Program's scope is about enabling persons with disabilities including elderly, veterans, and disadvantaged transportation to medical or legal appointments.

Commissioner Isnardi stated she was asking because that is a pretty large sum that they receive.

Mr. Liesenfelt stated they access the same State grants that Alzheimers does to pay for it.

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The Board tabled consideration of the Fiscal Year 2017-2018 Community Action Board, Community Based Organization recommendations to the November 7, 2017, Board of County Commissioners meeting; and directed staff to bring back recommendations.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Tobia, Commissioner District 3
SECONDER:	Jim Barfield, Commissioner District 2
AYES:	Rita Pritchett, Jim Barfield, John Tobia, Kristine Isnardi
ABSENT:	Curt Smith

ITEM VI.F.1., RESOLUTION, RE: APPROVING THE ISSUANCE BY BREVARD COUNTY HOUSING FINANCE AUTHORITY OF MULTI-FAMILY HOUSING REVENUE BONDS (CRANE CREEK SENIOR APARTMENTS PROJECT)

Scott Knox, County Attorney, stated this is another bond issue that requires the Board's approval; it is being issued by the Brevard County Housing Finance Authority; the Board approval is required for the tax free treatment.

The Board adopted Resolution No. 17-217, to allow the Brevard County Housing Finance Authority to apply for and issue an allocation with the Florida Division of Bond Finance for a multi-family housing revenue note to finance the acquisition, renovation, and equipping of Crane Creek Senior Apartments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Barfield, Commissioner District 2
SECONDER:	John Tobia, Commissioner District 3
AYES:	Rita Pritchett, Jim Barfield, John Tobia, Kristine Isnardi
ABSENT:	Curt Smith

ITEM VIII.B., BOARD REPORTS, RE: SCOTT KNOX, COUNTY ATTORNEY

Scott Knox, County Attorney, stated because the Board is cancelling the afternoon executive session on the Williamson case, it has to be asked for another executive session; therefore, he is asking for an executive session for November 7.

The Board approved the cost of advertising for, and the scheduling of, an Executive Session on November 7, 2017, at the beginning of the Regular meeting of the Board of County Commissioners, pursuant to Section 286.011(8), Florida Statute, for the purpose of discussing litigation strategy and expenditures in the case of Williamson, et al v. Brevard County, for Case No. 6:15-cv-1098-JA-DCI.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristine Isnardi, Commissioner District 5
SECONDER:	Jim Barfield, Commissioner District 2
AYES:	Rita Pritchett, Jim Barfield, John Tobia, Kristine Isnardi
ABSENT:	Curt Smith

ITEM VIII.D., BOARD REPORTS, RE: JIM BARFIELD, DISTRICT 2 COMMISSIONER

Commissioner Barfield stated last week at the TPO meeting the Board barely had quorum and he was the only County Commissioner there and he thinks those on the Commission Board need to start attending those meetings and others.

Vice Chair Pritchett stated she was under the weather that day.

Commissioner Isnardi stated she was headed to Canada at that time.

ITEM VIII.E., BOARD REPORTS, RE: JOHN TOBIA, DISTRICT 3 COMMISSIONER

Commissioner Tobia stated because of the sensitivity of this he is going to read a prepared statement. He read, "According to Brevard County Administrative Order 41(3) (G) (3), verified misuse of County Purchasing Card is to be reported to the County Manager. If the County Commission was notified by email of improper request for travel reimbursement on July 25, 2017, I began taking steps to review the travel and expenses of all Brevard County Commissioners Offices, though I am not subject to Administrative Order, I believe County Commissioners should be subject to the same standard and ethics that all County employees are. In the interest in transparency, I have chosen to make this report in sunshine at a public meeting. My brief examination of travel and credit card usage by County Commissioners Offices revealed the following potential violations and inconsistencies 1.) Chairman Curt Smith was reimbursed on a travel voucher for extra leg room on a flight to Colorado Springs; Administrative Order 21(3) (a) requires the use of the most economical travel available. 2.) Chairman Curt Smith received reimbursement for his wife's baggage on a trip to Colorado Springs, employees are not permitted to receive reimbursement for guest travel as Administrative Order 21(5)(F)(3) states that false travel expenses are subject to prosecution. 3.) Chairman Curt Smith charged his purchasing card with multiple tickets to a fashion show, under Brevard County Policy 92(4) charges for guest events, fees, or tickets are not permitted. 4.) Chairman Curt Smith received travel reimbursement for mileage to a Republican Women's Network lunch, Florida Statute 112.061, requires all travel to be within the official capacity of travel and for public purpose. 5.) Chairman Curt Smith received travel reimbursements for mileage to a Brevard Republican Executive Picnic, Florida Statute 112.061, requires all travel to be within the official capacity of the travel and for public purpose. 6.) Chairman Curt Smith received travel reimbursement for mileage to Republican Liberty Caucus Constitutional Day dinner, Florida Statute 112.061, requires all travel to be within the official capacity of the travel and for public use. Because an investigation by the County Manager may result in conflict of interest, I request that the Brevard County Clerk of Courts Office conduct an investigation into Chairman Curt Smith's travel expense and use of County Purchasing Card. I further request that the Clerk's findings be reported in a public meeting. In the Interest of fairness, I request the same be done for my travel expenses and use for County Purchasing Card." He went on to say he has all the documentation that he will be handing out to the Board at the conclusion of the meeting.

ITEM VIII.F., BOARD REPORTS, RE: KRISTINE ISNARDI, DISTRICT 5 COMMISSIONER

Commissioner Isnardi stated obviously if there has been a misuse of funds she wants it to be addressed, however, Chairman Smith should probably be there to respond, and then she thinks the Board can discuss how to move forward. She stated she has a couple questions, and it is probably more for a meeting but she did not want to waste Virginia Barker, Natural Resources Management Director's, time and staff resources without talking to the Board first; she understand the County has several Lagoon projects, the Lagoon board, Lagoon studies, and she would like to see about using some of the half-cent sales tax to address the infrastructure; she believes that should be priority considering the millions of gallons of raw sewage that was dumped into the Lagoon; she believes the infrastructure has to change on the priority level

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when compared to oyster beds and educational type of programs; and she understands the tone, given the Indian River Lagoon (IRL) board and certain people have different ideas of what priority should be, but she believes that one is black and white. She continued to say she thinks all the efforts for the IRL are for nothing if the County continues to drop raw sewage into the lagoon, therefore, she reiterated she thinks infrastructure needs to be a part of that plan.

Vice Chair Pritchett inquired if this could be brought up at the next meeting with Ms. Barker there, to have that discussion.

Commissioner Isnardi stated she just did not know if the Board was the appropriate place, if the Commission was not even interested in exploring it; she could have asked Ms. Barker earlier but she does not know how much time and effort needs to go into it; and she does not want to waste anyone's time because in a public meeting Ms. Barker could not possibly answer all of her own questions, let alone all of the Board's questions. She continued she just wants to know the Board's opinion and if it would be willing to consider it because all that money is slotted; they have project after project on the shelf waiting to go and this would change things some; and she thinks it is crazy to move forward with all these little, some medium, and some large projects without addressing the obvious elephant in the room of raw sewage in the Lagoon.

Commissioner Barfield stated the Utilities bonded out about \$170 million and he thinks maybe the Board needs to review their capital improvement plan to see if priorities can be shifted, because the money is there and they are going through a lot of the design and the construction over on beach-side; maybe the Board should talk to Utilities and have them present what the plan is; and then the Board could re-evaluate and prioritize that.

Commissioner Isnardi stated she is sure some of that utility capital improvement has to do with expansion of lift stations and has more to do than just place pipes in the ground; and she does not think it should all fall on Utilities if the issue is the Lagoon.

Commissioner Barfield stated he thinks it would be nice to receive a presentation on that, so the Board can see and understand where the holes are because he does not remember.

Vice Chair Pritchett stated she thinks that would be good too; she has the same opinion that the infrastructure is very important and this would also take care of the IRL issues; and she thinks the Board is looking for avenues on how to have funds available to take care of the issues.

Upon consensus of the Board, the meeting adjourned at 1:30 p.m.

ATTEST:



SCOTT ELLIS, CLERK



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

Approved by Board 12/5/17

New Business

SPEAKER'S CARD (Please Print)

VI. F. 2
(1)

NAME Kim Rezanka
ADDRESS 96 Willard St. #302
Cocoa FL 32922
CITY STATE ZIP CODE
ORGANIZATION YOU REPRESENT LTM of Fla Holdings
SUBJECT VI F. 2

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.

Kim Rezanka
Signature

10/24/17
Date

AGENDA #
VI. F. 2

New Bus.

SPEAKER'S CARD (Please Print)

VI. F. 2
(2)

NAME Ed Washburn
ADDRESS 3609 Brunot Circle
Melbourne FL 32940
CITY STATE ZIP CODE
ORGANIZATION YOU REPRESENT TOWN of Palm Shores
SUBJECT VI-F-2

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.

Ed Washburn
Signature

10-24-17
Date

AGENDA #
VI-F-2

Consent

SPEAKER'S CARD (Please Print)

II.A.1

(1)

NAME

Kerh Winsten

ADDRESS

#

STREET

CITY

STATE

ZIP CODE

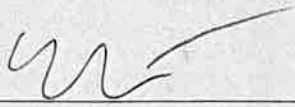
ORGANIZATION YOU REPRESENT

Brand 201

SUBJECT

II A I available for guest
it pulled

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10/2

Date

AGENDA #

II.A.1

Public Comment

SPEAKER'S CARD (Please Print)

III

(1)

NAME

FRED McMillian

ADDRESS

5008 N Cocoa Blvd

Cocoa

#

STREET

CITY

STATE

ZIP CODE

ORGANIZATION YOU REPRESENT

Distut
I

SUBJECT

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10.24.17

Date

AGENDA #

III

Public Comment

SPEAKER'S CARD (Please Print)

III

(2)

NAME

Mr Charles A Torrey

ADDRESS

2555 Roberts Rd

McBurdette

CITY

FL

STATE

STREET

32940

ZIP CODE

ORGANIZATION YOU REPRESENT

Self-Americans

SUBJECT

Arson / my house

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.

Charles A Torrey J

Signature

10-24-2017

Date

AGENDA #

III

Pub. Hearing

SPEAKER'S CARD (Please Print)

IV.D

(1)

NAME

JOHN NEWTON

ADDRESS

1217 S. Riverside Dr.

Indian Lake

CITY

FL

STATE

STREET

32903

ZIP CODE

ORGANIZATION YOU REPRESENT

ROPPA HOLDINGS

SUBJECT

IV D. 30-day Extension of Impact Fee

Moratorium

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.

John Newton

Signature

10/24/17

Date

AGENDA #

IV D.

Public Hearing, SPEAKER'S CARD (Please Print) IV.A. ①

NAME Tommyzonica & Cynthia Williams

ADDRESS 2665 Myrtle Ave / 4558 Clamshell

CITY mins / hax FC 32754 / 32218 STATE ZIP CODE

ORGANIZATION YOU REPRESENT

SUBJECT 4A

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.


Signature

10/24/17
Date

AGENDA #
IV.A.

Public Hearing, SPEAKER'S CARD (Please Print) IV.C ②

NAME William C Dewberry

ADDRESS 2325 ABALON 3 AVE

CITY RADIANTE, PC 31903 STATE ZIP CODE

ORGANIZATION YOU REPRESENT My Self

SUBJECT Vacate Right of Way Property

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.


Signature

10/24/2017
Date

AGENDA #

PUPIN NEARBY

SPEAKER'S CARD (Please Print)

IV.C
①

NAME

ADDRESS

Indianapolis

CITY

STATE

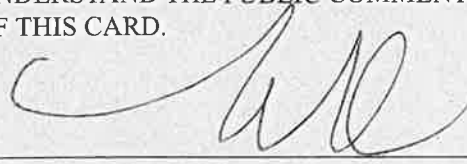
STREET

ZIP CODE

ORGANIZATION YOU REPRESENT

SUBJECT

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10/24/17

Date

AGENDA #

IV.C

10:00 Time Certain

SPEAKER'S CARD (Please Print)

V.A.
③

NAME

ADDRESS

Melbourne

CITY

STATE

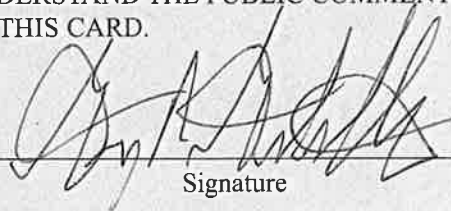
STREET

ZIP CODE

ORGANIZATION YOU REPRESENT

SUBJECT

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

Date

AGENDA #

V.A.

10:00 Time Certain.

SPEAKER'S CARD (Please Print)

V.A.
(4)

NAME ART FRIEDMAN

ADDRESS 2745 RAIN TREE LAKE CIRCLE
MI. FL 32953
CITY STATE ZIP CODE

ORGANIZATION YOU REPRESENT MERRITT ISLAND HIGH SCHOOL

SUBJECT HIGH SCHOOL GOLF

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.

[Signature]
Signature

10/24/17
Date

AGENDA #
V.A.

10:00 Time Certain

SPEAKER'S CARD (Please Print)

V.A.
(5)

NAME SONIA BOSINGER

ADDRESS 217 Ash Ave
Melbourne Bch FL 32951
CITY STATE ZIP CODE

ORGANIZATION YOU REPRESENT The Savannahs HOA

SUBJECT GOLF - V(A)

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.

[Signature]
Signature

10/24/17
Date

AGENDA #

10:00 Time Certain

SPEAKER'S CARD (Please Print)

V.A

NAME

Bill Bancroft

①

ADDRESS

4195 SAVANNAH TRAIL

MERRITT ISLAND FL

STREET

32953

CITY

STATE

ZIP CODE

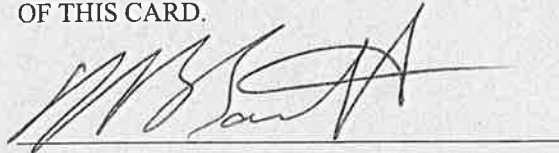
ORGANIZATION YOU REPRESENT

Myself

SUBJECT

V.A. - Golf Courses

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10/24/17

Date

AGENDA #

V.A.

10:00 Time Certain

SPEAKER'S CARD (Please Print)

V.A.

②

NAME

Cindy Greene

ADDRESS

4088 Sand Ridge Dr

Merritt Island FL

STREET

32953

CITY

STATE

ZIP CODE

ORGANIZATION YOU REPRESENT

Savannah's HOA

SUBJECT

Savannah's - Golf Course

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10/24/17

Date

AGENDA #

5A

10:00 Time Certain

SPEAKER'S CARD (Please Print)

V.A.
①

NAME

Buckness Mark

ADDRESS

3600 SAVANNAH TR

MI

CITY

#

FL

STATE

STREET

32953

ZIP CODE

ORGANIZATION YOU REPRESENT

SUBJECT

5A

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10-24-17

Date

AGENDA #

5A

10:00 Time Certain

SPEAKER'S CARD (Please Print)

V.A.
②

NAME

Michael Hayner

ADDRESS

3490 Savannahs Trail

Merritt Island

CITY

#

FL

STATE

STREET

32953

ZIP CODE

ORGANIZATION YOU REPRESENT

Home Owners & Golfers

SUBJECT

Item # 5A - Golf Courses

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10/24/2017

Date

AGENDA #

V.A.

10:00 Time Certain

SPEAKER'S CARD (Please Print)

V.A.
⑨

NAME LARRY FITZGERALD
ADDRESS 3550 SAVANNAH TRAIL
MERRITT ISLAND # FL STREET 32953
CITY STATE ZIP CODE
ORGANIZATION YOU REPRESENT SELF
SUBJECT GOLF COURSES

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.

Larry Fitzgerald
Signature

10/24/17
Date

AGENDA #
V.A.

10:00 Time Certain

SPEAKER'S CARD (Please Print)

V.A.
⑧

NAME GAIL MYERS
ADDRESS 217 WOODY CIR
MEL BOM # FL STREET 32951
CITY STATE ZIP CODE
ORGANIZATION YOU REPRESENT GOLF ADVISORY BOARD
SUBJECT GOLF COURSES

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.

Gail Myers
Signature

10/24/2017
Date

AGENDA #
V.A.

10:00 Time Certain

SPEAKER'S CARD (Please Print)

V.A.
(11)

NAME JUST FERN
ADDRESS 7250 S US HWY 1
GRANT FLA 32949
CITY STATE ZIP CODE
ORGANIZATION YOU REPRESENT OLEI INC
SUBJECT GOLF COURSE SOLUTION

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.

Just Fern 10-24-17
Signature Date
AGENDA #
54

10:00 Time Certain

SPEAKER'S CARD (Please Print)

V.A.
(10)

NAME Susan Smith
ADDRESS 4072 Sand Ridge Drive
Merritt Island FL 32953
CITY STATE ZIP CODE
ORGANIZATION YOU REPRESENT Savannah's Resident
SUBJECT Golf Course

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.

Susan Smith 10/24/17
Signature Date
AGENDA #
V.A.

Questions only

SPEAKER'S CARD (Please Print)

VI.B.2
(1)

NAME

Tim Timmeemann

ADDRESS

2340 High Ridge Rd

Melb

FL

STREET

32935

CITY

STATE

ZIP CODE

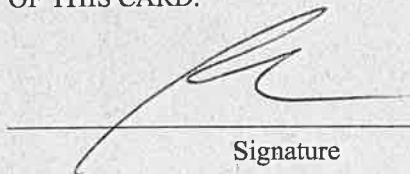
ORGANIZATION YOU REPRESENT

Breuer Alzheimer's Forum

SUBJECT

CB0

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10-24-17

Date

AGENDA #

VI.B.2

SPEAKER'S CARD (Please Print)

NAME

SCOTT ELLI

ADDRESS

2811 Maple Ridge

EAU GALLIE

FL

STREET

32935

CITY

STATE

ZIP CODE

ORGANIZATION YOU REPRESENT

CLEVA

SUBJECT

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

11/23/17

Date

AGENDA #

New Business

SPEAKER'S CARD (Please Print)

VI.B.2

(4)

NAME Thomas Cole

ADDRESS 705 Blaine

Cocoa

CITY

#

FL

STATE

STREET

32921

ZIP CODE

ORGANIZATION YOU REPRESENT Emma Jewel

SUBJECT CBO VI B-2

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10.24.17

Date

AGENDA #

VI B2

~~Questions Only~~

SPEAKER'S CARD (Please Print)

VI.B.2

(2)

NAME Janice Miller

ADDRESS 4676 N. Wickham Rd

Melbourne FL

CITY

STATE

STREET

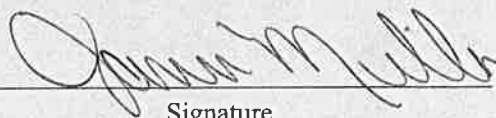
32935

ZIP CODE

ORGANIZATION YOU REPRESENT Brevard Alzheimers

SUBJECT CBO funding

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10/24/17

Date

AGENDA #

For Questions Only

SPEAKER'S CARD (Please Print)

VI.B.2

(5)

NAME

DAVID BRUBAKER

ADDRESS

7570 PATH Dr.

Menith Island

6

STREET

32953

CITY

STATE

ZIP CODE

ORGANIZATION YOU REPRESENT

Central Broward Shoring Center

SUBJECT

CBO

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10/24

Date

AGENDA #

VI-B-2

Questions Only

SPEAKER'S CARD (Please Print)

VI.B.2

(3)

NAME

BECKY LEMSTROM

ADDRESS

1565 SARNO ROAD

MELBOURNE

#

STREET

32935

CITY

STATE

ZIP CODE

ORGANIZATION YOU REPRESENT

WOMEN'S CENTER

SUBJECT

VI - New business - CBO recommendations

** AVAILABLE FOR QUESTIONS **

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.



Signature

10/24/17

Date

AGENDA #

VI-B

QUESTIONS ONLY

SPEAKER'S CARD (Please Print)

VI.B.2

NAME TARA PAGLIARINI

(6)

ADDRESS 5429 DUSKYWING DR.

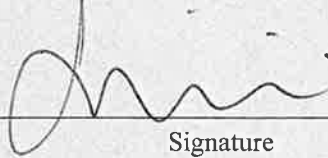
ROCKLEDGE FL 32955
CITY STATE ZIP CODE

ORGANIZATION YOU REPRESENT FAMILY PROMISE OF BREVARD

SUBJECT CBO - AVAILABLE TO ANSWER ANY

QUESTIONS

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.


Signature

10/24
Date

AGENDA #
VI.B.2

Available for questions

SPEAKER'S CARD (Please Print)

VI.F.1

(1)

NAME Mark Sween

ADDRESS 486 Glyn Tewel Drive

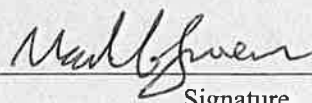
Guanville OH 43023
CITY STATE ZIP CODE

ORGANIZATION YOU REPRESENT Dominion

SUBJECT Crane Creek Senior Apartments

VI F. 1. on agenda

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK OF THIS CARD.


Signature

10-24-17
Date

AGENDA #
VI.F.1

NEW BUSINESS

SPEAKER'S CARD (Please Print)

V.I.F. 1
(2)

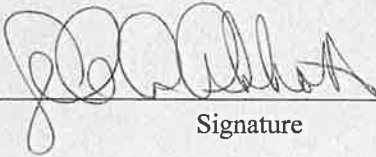
NAME Angela Abbott
ADDRESS 4420 S. Washington Ave.
Titusville FL 32780
CITY STATE ZIP CODE

ORGANIZATION YOU REPRESENT Brevard County Housing Finance Authority

SUBJECT Crane Creek Senior Apartments Financing

* AVAILABLE TO ANSWER QUESTIONS *

I THE UNDERSIGNED, HEREBY ATTEST THAT I HAVE READ AND
UNDERSTAND THE PUBLIC COMMENT RULES APPENDED TO THE BACK
OF THIS CARD.


Signature

10/24/17
Date

AGENDA #
<u>VIF 1</u>

CHANGES TO THE ADVANCED AGENDA FOR:
October 24, 2017

DATE & TIME REC'D.	ORIGINATOR OF CHANGE	TYPE OF CHG.	ITEM #	BRIEF DESCRIPTION	JUSTIFICATION
10/17/2017	District 2	Add On	I B	Resolution; Proclaiming the Month of November 2017 as Puerto Rican Heritage Month	Commission request
10/18/2017	District 4	Add On	I C	Resolution; Making Strides against Breast Cancer	Commission request
10/16/2017	SOE	Add On	I D	2017 Launch the Vote Student Art Contest Award Presentation	SOE request
10/20/2017	District 1	Time Certain @ 10:00 am	V A	Operations Review and Asset Assessment of three Golf Courses by Christovich and Associates, LLC.	Chair sets Time Certain
10/19/2017	County Atty.	Add On	V B	Request Executive Session: Brevard County Fl. v. Jimmie Crowder Excavating and Land Clearing	Attorney request
10/19/2017	Staff	Delete	VI B 1	Event Marketing Agreement between Toursim Development and the Fl. Surf Museum	Requires more info
10/18/2017	District 3	Add On/Time Certain @ 11:00 am	VI F 3	Downtown Titusville CRA Festival Expenses	Commission request/ Chair sets Time Certain

A G E N D A

**MEETING OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
GOVERNING BOARD OF THE BREVARD MOSQUITO CONTROL DISTRICT
GOVERNING BOARD OF THE BAREFOOT BAY WATER AND SEWER DISTRICT**

**Government Center Commission Room, Building C
2725 Judge Fran Jamieson Way
Viera, Florida**

OCTOBER 24, 2017

IF YOU WISH TO SPEAK TO ANY ITEM ON THE AGENDA, PLEASE FILL OUT A SPEAKER CARD. PERSONS ADDRESSING THE BOARD SHALL HAVE FIVE MINUTES TO COMPLETE HIS/HER COMMENTS ON EACH 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 CHAIRMAN TO DETERMINE THE TIME LIMIT ON COMMENTS UNDER PUBLIC COMMENT.

9:00 a.m. **CALL TO ORDER**

INVOCATION: Pastor Ben Harris, Covenant Church, Beachside Campus, Melbourne (District 5)

PLEDGE OF ALLEGIANCE: Commissioner Kristine Isnardi, District 5

MINUTES APPROVAL: August 22, 2017 and September 19, 2017 Regular Meeting Minutes, September 7, 2017 Zoning Meeting Minutes, and September 19, 2017 and September 26, 2017 Special Meeting Minutes

I. RESOLUTIONS, AWARDS, AND PRESENTATION (LESS THAN 5 MINUTES)

- A.** Resolution, Re: Proclaiming October 2017 as Domestic Violence Awareness Month (District 5)
- *B.** Resolution, Re: Proclaiming the Month of November 2017 as Puerto Rican Heritage Month (District 2)
- *C.** Resolution, Re: Recognizing October 28, 2017, as Making Strides Against Breast Cancer Day (District 4)
- *D.** Resolutions, Re: Recognizing and Congratulating the Winners of the 2017 Launch the Vote Student Art Contest for the 1st, 2nd, and 3rd Place Winners

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

A. Development and Environmental Services Group

Merritt Island Redevelopment Agency

Mosquito Control

Natural Resources Management Department

1. Memorandum of Agreement (MOA) with East Coast Zoological Society of Florida (Brevard Zoo), Re: Countywide Oyster Gardening Program FY 2017-2018 (Fiscal Impact: \$150,000)

North Brevard Economic Development Zone

Planning and Development Department

Public Works Department

2. Perpetual Sanitary Sewer Easement from Canaveral Port Authority, Re: Force Main Under the Barge Canal (District 2)

Solid Waste Management Department

Utility Services Department

Valkaria Airport

B. Community Services Group

Fire Rescue

Housing and Human Services

1. Resolution and Annual Agreement with State of Florida, Department of Health and Brevard County Health Department, Re: Operation of Brevard County Health Department for FY 2017-2018 (Fiscal Impact: \$467,415)

Library Services Department

Parks and Recreation Department

2. Amendment No. 5 to Lease Agreement with Brevard Cultural Alliance, Inc., Re: Extending the Current Term for Additional Three Years to September 30, 2020 for Office Space in Building C, Brevard County Government Center, Viera

II. CONSENT AGENDA (CONTINUED)**B. Community Services Group (continued)****Tourism Development****Transit Services Department****University of Florida; Brevard County Extension****C. Support Services Group****Budget****Central Services**

1. Amendment of Waiver of Restrictive Covenant with Viera Development Corporation (VDC), and Sublease Agreement Between Florida Department of Health and Orlando Health, Inc., Re: Space at Children's Medical Services, 2565 Judge Fran Jamieson Way, Viera

Communications/SCGTV**Emergency Management****Human Resources**

2. Approval, Re: Award Employee Assistance Program (EAP) Contract to Health Advocate Under RFP #P-3-18-03
3. Approval, Re: Group Self-Insured Health Plan Design Changes to Update Health and Wellness Programs

Information Technology**D. Administrative Services Group****County Attorney****County Manager****Miscellaneous**

1. Appointment/Reappointments, Re: Citizen Advisory Boards
2. Approval, Re: Billfolder

III. PUBLIC COMMENTS (30 minutes)**IV. PUBLIC HEARINGS**

- A. Resolution, Re: Petition to Vacate Moody Terrace an Unopened 20.0 Foot Wide Public Right-of-Way in S. F. Gray's Subdivision, Mims – Shirley G. White (District 1) (Fiscal Impact: \$640 Vacating Application Fee Paid by Petitioner)
- B. Resolution, Re: Petition to Partially Vacate a 7.5 Foot Wide Public Utility and Drainage Easement on Sherwood Drive in Sherwood Estates Unit No. 11, Titusville – William V. Easterling (District 1) (Fiscal Impact: \$640 Vacating Application Fee Paid by Petitioner)
- C. Resolution, Re: Petition to Partially Vacate a 60.0 Foot Wide Public Right-of-Way of Poinsettia Street in Sea Isle Village Third Addition, Indialantic – Susan Rand and William Dewberry (District 5) (Fiscal Impact: \$640 Vacating Application Fee Paid by Petitioner)
- D. Ordinance, Re: 30-Day Extension of Transportation Impact Fee Moratorium Project Completion Date (Districts 1-5)
- E. Resolution, Re: Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Public Hearing for Retirement Housing Foundation/Courtenay Springs Village, and Approving Issuance of the Bonds
- F. Ordinance, Re: Establishing a Temporary Moratorium Prohibiting Any and All Medical Marijuana Dispensing Activities (Second Reading)

V. UNFINISHED BUSINESS

- *10:00 a.m. *A. Board Direction, Re: Operations Review and Asset Evaluation Report, Presentation from Christovich and Associates, LLC, and Provide Staff Direction on the Future of the Three County-Owned Golf Courses – The Savannahs, Spessard Holland, and The Habitat
- *B. Request for Executive Session, Re: Brevard County, Florida v. Jimmie Crowder Excavating and Land Clearing, Inc. and Allied Property and Casualty Insurance Company

VI. NEW BUSINESS

- A. Development and Environmental Services Group
- B. Community Services Group
 - *1. (Deleted)

VI. NEW BUSINESS (CONTINUED)B. Community Services Group (continued)

2. Board Approval, Re: FY 2017-2018 Community Action Board Community-Based Organizations (CBO) Recommendations

C. Support Services GroupD. County AttorneyE. County ManagerF. Miscellaneous

1. Resolution, Re: Approving the Issuance by Brevard County Housing Finance Authority of Multi-Family Housing Revenue Bonds (Crane Creek Senior Apartments Project)
2. Citizen Request by LTM of Florida Holdings, LLC, Re: 1923 Indian River Home Sites Plat, PB 3/PG 37: Acceptance of Common Law Dedication

*11:00 a.m.

- *3. Board Discussion, Re: Downtown Titusville Community Redevelopment Agency (CRA) Festival Expenses (District 3)

VII. PUBLIC COMMENTS (Comments may not address subsequent Agenda items. Speakers are allowed 3 minutes.)**VIII. BOARD REPORTS AND PRESENTATIONS (MORE THAN 5 MINUTES)**

- A. Frank Abbate, County Manager
- B. Scott Knox, County Attorney
- C. Rita Pritchett, District 1 Commissioner/Vice Chairwoman
- D. Jim Barfield, District 2 Commissioner
- E. John Tobia, District 3 Commissioner
- F. Kristine Isnardi, District 5 Commissioner
- G. Curt Smith, District 4 Commissioner/Chairman

Executive Session: Williamson, et al v. Brevard County, Florida, Case No. 6:15-cv-1098-JA-DCI

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 PHONES 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. 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.scgtv.org>.

The Advanced Agenda may be viewed at: <http://www.brevardcounty.us>.

ADVANCED
AGENDA

MEETING OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
GOVERNING BOARD OF THE BREVARD MOSQUITO CONTROL DISTRICT
GOVERNING BOARD OF THE BAREFOOT BAY WATER AND SEWER DISTRICT
Government Center Commission Room, Building C
2725 Judge Fran Jamieson Way
Viera, Florida

OCTOBER 24, 2017

IF YOU WISH TO SPEAK TO ANY ITEM ON THE AGENDA, PLEASE FILL OUT A SPEAKER CARD. PERSONS ADDRESSING THE BOARD SHALL HAVE FIVE MINUTES TO COMPLETE HIS/HER COMMENTS ON EACH AGENDA ITEM FOR WHICH HE/SHE HAS FILLED OUT A CARD.

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9:00 a.m. CALL TO ORDER

INVOCATION: Pastor Ben Harris, Covenant Church, Beachside Campus,
Melbourne (District 5)

PLEDGE OF ALLEGIANCE: Commissioner Kristine Isnardi, District 5

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Meeting Minutes, September 7, 2017 Zoning
Meeting Minutes, and September 19, 2017 and
September 26, 2017 Special Meeting Minutes

I. RESOLUTIONS, AWARDS, AND PRESENTATION (LESS THAN 5 MINUTES)

A. Resolution, Re: Proclaiming October 2017 as Domestic Violence
Awareness Month (District 5)

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

A. Development and Environmental Services Group

Merritt Island Redevelopment Agency

Mosquito Control

II. CONSENT AGENDA (CONTINUED)**A. Development and Environmental Services Group****Natural Resources Management Department**

1. Memorandum of Agreement (MOA) with East Coast Zoological Society of Florida (Brevard Zoo), Re: Countywide Oyster Gardening Program FY 2017-2018 (Fiscal Impact: \$150,000)

North Brevard Economic Development Zone**Planning and Development Department****Public Works Department**

2. Perpetual Sanitary Sewer Easement from Canaveral Port Authority, Re: Force Main Under the Barge Canal (District 2)

Solid Waste Management Department**Utility Services Department****Valkaria Airport****B. Community Services Group****Fire Rescue****Housing and Human Services**

- Re:
1. Resolution and Annual Agreement with State of Florida, Department of Health and Brevard County Health Department, Operation of Brevard County Health Department for FY 2017-2018 (Fiscal Impact: \$467,415)

Library Services Department**Parks and Recreation Department**

2. Amendment No. 5 to Lease Agreement with Brevard Cultural Alliance, Inc., Re: Extending the Current Term for Additional Three Years to September 30, 2020 for Office Space in Building C, Brevard County Government Center, Viera

Tourism Development**Transit Services Department****University of Florida; Brevard County Extension**

II. CONSENT AGENDA (CONTINUED)**C. Support Services Group****Budget****Central Services**

1. Amendment of Waiver of Restrictive Covenant with Viera Development Corporation (VDC), and Sublease Agreement Between Florida Department of Health and Orlando Health, Inc., Re: Space at Children's Medical Services, 2565 Judge Fran Jamieson Way, Viera

Communications/SCGTV**Emergency Management****Human Resources**

2. Approval, Re: Award Employee Assistance Program (EAP) Contract to Health Advocate Under RFP #P-3-18-03
3. Approval, Re: Group Self-Insured Health Plan Design Changes to Update Health and Wellness Programs

Information Technology**D. Administrative Services Group****County Attorney****County Manager****Miscellaneous**

1. Appointment/Reappointments, Re: Citizen Advisory Boards
2. Approval, Re: Billfolder

III. PUBLIC COMMENTS (30 minutes)**IV. PUBLIC HEARINGS**

- A. Resolution, Re: Petition to Vacate Moody Terrace an Unopened 20.0 Foot Wide Public Right-of-Way in S. F. Gray's Subdivision, Mims – Shirley G. White (District 1) (Fiscal Impact: \$640 Vacating Application Fee Paid by Petitioner)

IV. PUBLIC HEARINGS (CONTINUED)

- B. Resolution, Re: Petition to Partially Vacate a 7.5 Foot Wide Public Utility and Drainage Easement on Sherwood Drive in Sherwood Estates Unit No. 11, Titusville – William V. Easterling (District 1) (Fiscal Impact: \$640 Vacating Application Fee Paid by Petitioner)
- C. Resolution, Re: Petition to Partially Vacate a 60.0 Foot Wide Public Right-of-Way of Poinsettia Street in Sea Isle Village Third Addition, Indialantic – Susan Rand and William Dewberry (District 5) (Fiscal Impact: \$640 Vacating Application Fee Paid by Petitioner)
- D. Ordinance, Re: 30-Day Extension of Transportation Impact Fee Moratorium Project Completion Date (Districts 1-5)
- E. Resolution, Re: Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Public Hearing for Retirement Housing Foundation/Courtenay Springs Village, and Approving Issuance of the Bonds
- F. Ordinance, Re: Establishing a Temporary Moratorium Prohibiting Any and All Medical Marijuana Dispensing Activities (Second Reading)

V. UNFINISHED BUSINESS

- A. Board Acceptance, Re: Operations Review and Asset Assessment from Christovich and Associates, LLC, and Select Option to Provide Staff Direction on the Future of the Three County-Owned Golf Courses – The Savannahs, Spessard Holland, and The Habitat

VI. NEW BUSINESS

- A. Development and Environmental Services Group
- B. Community Services Group
 - 1. Board Approval, Re: Proposed Event Marketing Partnership Between Tourism Development Office and Florida Surf Museum for \$117,500 to Support the Florida Pro Surf Competition
 - 2. Board Approval, Re: FY 2017-2018 Community Action Board Community-Based Organizations (CBO) Recommendations
- C. Support Services Group
- D. County Attorney

VI. NEW BUSINESS (CONTINUED)**E. County Manager****F. Miscellaneous**

1. Resolution, Re: Approving the Issuance by Brevard County Housing Finance Authority of Multi-Family Housing Revenue Bonds (Crane Creek Senior Apartments Project)
2. Citizen Request by LTM of Florida Holdings, LLC, Re: 1923 Indian River Home Sites Plat, PB 3/PG 37: Acceptance of Common Law Dedication

VII. PUBLIC COMMENTS (Comments may not address subsequent Agenda items. Speakers are allowed 3 minutes.)**VIII. BOARD REPORTS AND PRESENTATIONS (MORE THAN 5 MINUTES)**

- A. Frank Abbate, County Manager
- B. Scott Knox, County Attorney
- C. Rita Pritchett, District 1 Commissioner/Vice Chairwoman
- D. Jim Barfield, District 2 Commissioner
- E. John Tobia, District 3 Commissioner
- F. Kristine Isnardi, District 5 Commissioner
- G. Curt Smith, District 4 Commissioner/Chairman

Executive Session: Williamson, et al v. Brevard County, Florida, Case No. 6:15-cv-1098-JA-DCI

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 PHONES 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. 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.scgtv.org>.

The Advanced Agenda may be viewed at: <http://www.brevardcounty.us>.

Deborah Thomas

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Monday, October 23, 2017 11:52 AM
To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff
Cc: Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: additional attachments for October 24, 2017 Agenda
Attachments: VI F 3 Attachment_Letter - Chairman Curt Smith 10-23-2017.pdf; Susan Tritt Appointment_.pdf

Please include the attached to your package for the October 24, 2017 regular meeting.

Thank you,
Sally

II D 1 - Replace the Appointment for Susan Tritt with the attached.

VI F 3 – Include the Letter from Titusville

Sally Lewis

2725 Judge Fran Jamieson Way

Viera, FL 32940

321-633-2010

Sally.lewis@brevardfl.gov

Under Florida law, all correspondence sent to the County Manager's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail or your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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Deborah Thomas

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Monday, October 23, 2017 10:23 AM
To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff
Cc: Hart, Jessica; Kimberly Rezanka (kim@cflawoffice.com); Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: Staff Report and Atty Memo for VI F 2
Attachments: 102417_VI F 2 STAFF REPT.pdf

Attached are two attachments for Agenda Item VI F 2.

Thank you,
Sally

Sally Lewis
2725 Judge Fran Jamieson Way
Viera, FL 32940
321-633-2010
Sally.lewis@brevardfl.gov

Under Florida law, all correspondence sent to the County Manager's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail or your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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Deborah Thomas

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Monday, October 23, 2017 9:09 AM
To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff
Cc: Hart, Jessica; Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: Additional attachments for Oct. 24, 2017 agenda
Attachments: 102417_II C 1 Attachment.pdf; BOCC Resolution.EX.pdf; Indemnification Certificate.pdf

Please include the attached items to your package for October 24, 2017 regular Board meeting agenda.

Thank you,
Sally

Sally Lewis
2725 Judge Fran Jamieson Way
Viera, FL 32940
321-633-2010
Sally.lewis@brevardfl.gov

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Kimberly Powell

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Friday, October 20, 2017 4:45 PM
To: CGroup; CNTYMGR_Staff; CNTYATY_Staff
Cc: Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: FW: Brevard HFA/Crane Creek Apartments - Bond Issuance, Resolution approving
Attachments: BOCC Resolution.EX.docx; Indemnification Certificate.pdf

Good Afternoon,
I just received this attachment for Item VI F 1. Please include this in your package.
Thank you,
Sally

Sally Lewis
2725 Judge Fran Jamieson Way
Viera, FL 32940
321-633-2010
Sally.lewis@brevardfl.gov

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From: Angela Abbott [mailto:angelaabbott@cfl.rr.com]
Sent: Friday, October 20, 2017 3:55 PM
To: Wilson, Shannon L; Lewis, Sally A
Cc: Abbate, Frank B; Cummings, Cathleen; Barrett, Pamela A; Jay Glover; 'Miller, Steve'; Mark Mustian
Subject: RE: Brevard HFA/Crane Creek Apartments - Bond Issuance, Resolution approving

All:

Attached is the execution copy of the Resolution, as well as the signed Indemnification Certificate for Item VI. F. 1. I have contacted each of the Commissioners' offices to answer any questions and provide any additional information that might be needed. If any issues arise during your briefings, please do not hesitate to contact me.

Sincerely,
Angela Abbott

Angela A. Abbott, P.A.
4420 S. Washington Avenue
Titusville, FL 32780

(321) 264-0334 Phone
(321) 269-6840 Fax

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From: Wilson, Shannon L [<mailto:Shannon.Wilson@brevardfl.gov>]
Sent: Wednesday, October 11, 2017 2:22 PM
To: Lewis, Sally A
Cc: Abbate, Frank B; Angela Abbott; Cummings, Cathleen; Barrett, Pamela A
Subject: FW: Brevard HFA/Crane Creek Apartments - Bond Issuance, Resolution approving

Sally,

Let me know if you have any questions about getting this on the agenda. See memo attached above that needs to go with this agenda package.

Again, the Brevard County Housing Finance Authority held its own TEFRA hearing on this issue – so this does not need to go under Public Hearings. It can go under Consent for approval of the Resolution.

Shannon L. Wilson
Deputy County Attorney
2725 Judge Fran Jamieson Way
Suite 308
Viera, FL 32940
(321) 633-2090

From: Angela Abbott [<mailto:angelaabbott@cfl.rr.com>]
Sent: Wednesday, October 11, 2017 2:14 PM
To: Wilson, Shannon L
Cc: Lewis, Sally A; Barrett, Pamela A; 'Miller, Steve'; mmustian@ngn-tally.com; Cummings, Cathleen; Abbate, Frank B
Subject: RE: Brevard HFA/Crane Creek Apartments - Bond Issuance, Resolution approving

Shannon:

Attached is the memo from the Authority's financial advisor, Public Resources Advisory Group, for inclusion in the package.

Please let me know if you have any questions or need further information.

Sincerely,
Angela Abbott

Angela A. Abbott, P.A.
4420 S. Washington Avenue
Titusville, FL 32780
(321) 264-0334 Phone
(321) 269-6840 Fax

Manatee County address:
435 12th Street West, Suite 117
Bradenton, FL 34205

(877) 264-0334 Phone

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From: Wilson, Shannon L [<mailto:Shannon.Wilson@brevardfl.gov>]

Sent: Monday, October 09, 2017 6:38 PM

To: Abbate, Frank B

Cc: Lewis, Sally A; Barrett, Pamela A; Angela Abbott; 'Miller, Steve'; mmustian@ngn-tally.com; Cummings, Cathleen

Subject: FW: Brevard HFA/Crane Creek Apartments - Bond Issuance, Resolution approving

Frank,

This is a new request to place a Resolution on the Board's 10/24/17 agenda for its approval of the issuance of bonds by the Brevard County Housing Finance Authority.

The issuance is for \$13,500,000 (not to exceed) to finance the acquisition, rehabilitation, and equipping of an existing senior apartment facility located at 2309 S. Babcock Street, in Melbourne, Florida, and consists of 127 units (84 one bedroom and 43 two bedroom apartments), which will be rented exclusively to elderly residents (age 62 and over) of lower and moderate income.

Renovations to the existing apartments will include HVAC improvements, accessibility upgrades and ADA renovations, as well as common area improvements including the addition of a fitness room, computer area, and grill/picnic area, upgrades to pool/shuffleboard area, painting, flooring, lighting and other repairs and upgrades.

The Housing Authority has already held the TEFRA hearing. The BCHFA needs the Board to pass the Resolution as required by Section 147(f) of the IRC.

Sally,

The first attachment is a completed agenda item. Please let us know if there are any issues presuming Franks approves.

Shannon L. Wilson
Deputy County Attorney
2725 Judge Fran Jamieson Way
Suite 308
Viera, FL 32940
(321) 633-2090

From: Angela Abbott [<mailto:angelaabbott@cfl.rr.com>]

Sent: Monday, October 09, 2017 11:43 AM

To: 'Miller, Steve'; Wilson, Shannon L

Cc: 'Mustian, Mark'

Subject: RE: Brevard HFA Crane Creek Apartments

Shannon and Steve:

Attached are the following documents:

1. Agenda Report;

2. Proposed Resolution for the Board of County Commissioners;
3. Inducement Resolution of the Authority; and,
4. Report of public hearing with attached Notice of Public Hearing.

I will also send a Memorandum of Public Resources Advisory Group once it is completed. We are hoping that this item can be placed on the agenda for October 23, 2017, in order for the Authority to obtain allocation from the Division of Bond Finance in mid-November. We would appreciate placement on the consent agenda, if possible.

Please confirm receipt of this email and let me know if you have any questions or need additional information.

Sincerely,
Angela Abbott

Angela A. Abbott, P.A.
4420 S. Washington Avenue
Titusville, FL 32780
(321) 264-0334 Phone
(321) 269-6840 Fax

Manatee County address:
435 12th Street West, Suite 117
Bradenton, FL 34205
(877) 264-0334 Phone

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From: Miller, Steve [<mailto:smiller@ngn-tampa.com>]
Sent: Monday, October 09, 2017 10:44 AM
To: Wilson, Shannon L
Cc: Mustian, Mark; Angela Abbott
Subject: FW: Brevard HFA Crane Creek Apartments

Shannon – attached is a TEFRA Resolution that is required to be adopted by the BOCC in connection with the issuance of tax-exempt bonds by the Brevard HFA. The TEFRA hearing has already been held by the HFA. Please let us know what else you need to get this on the BOCC agenda.

Angela – is there a particular meeting you are shooting for?

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

Steven E. Miller, Esq.
Nabors, Giblin & Nickerson, P.A.
2502 Rocky Point Drive, Suite 1060
Tampa, Florida 33607
Phone 813/281-2222
Fax 813/281-0129

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From: Mustian, Mark
Sent: Monday, October 09, 2017 10:41 AM
To: Miller, Steve
Cc: Angela Abbott
Subject: Brevard HFA Crane Creek Apartments

Steve: per our conversation, attached please find a copy of the draft approval resolution for the Brevard County Board of County Commissioners for the Brevard County Housing Finance Authority's proposed bonds for the Crane Creek Apartments project. By copy of this email, I'm asking Angela Abbott, the Authority's counsel, to forward you the inducement resolution, TEFRA documentation, and anything else the County may need.

Thanks,

Mark

Mark T. Mustian, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
Phone: 850-224-4070
Fax: 850-222-2198
mmustian@ngnlaw.com

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Kimberly Powell

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Friday, October 20, 2017 2:43 PM
To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff
Cc: Hart, Jessica; Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: Time Certains for the 10-24-17 meeting

Two agendas have been set for a time certain.

V.A is at 10:00 a.m.

VI F 3 is at 11:00 a.m.

Thank you,
Sally

*Sally Lewis
2725 Judge Fran Jamieson Way
Viera, FL 32940
321-633-2010
Sally.lewis@brevardfl.gov*

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Kimberly Powell

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Friday, October 20, 2017 11:19 AM
To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff
Cc: Hart, Jessica; Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: 6th change to the Adv Agenda for October 24, 2017
Attachments: 102417_V A Replacement.pdf; V A Attachment_Aug 30 2017 mtg DRAFT Minutes 083117.pdf

Attached is the 6th change to the advanced agenda for the October 24, 2017 regular board meeting.
Thank you,
Sally

Sally Lewis
2725 Judge Fran Jamieson Way
Viera, FL 32940
321-633-2010
Sally.lewis@brevardfl.gov

Under Florida law, all correspondence sent to the County Manager's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail or your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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Kimberly Powell

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Friday, October 20, 2017 10:04 AM
To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff
Cc: Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: 5th changes to the adv agenda for 10-24-17
Attachments: 102417_V B Add On.pdf; I D Resolution2.pdf; II D 1 Attachment.pdf

Attached are the 5th changes to the October 24, 2017 regular Board meeting advanced agenda.

Thank you,

Sally

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Tammy Rowe

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Thursday, October 19, 2017 3:12 PM
To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff
Cc: Hart, Jessica; Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: 4th changes to the 10-24-17 Adv Agenda
Attachments: 102417_II D 1 Attachment.pdf

Attached is the 4th change to the advanced agenda for the October 24, 2017 regular Board meeting.

Also, DELETE Item VI.B.1.

Thank you,
Sally

Sally Lewis
2725 Judge Fran Jamieson Way
Viera, FL 32940
321-633-2010
Sally.lewis@brevardfl.gov

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Lewis, Sally A

From: Tobia, John
Sent: Thursday, October 19, 2017 4:41 PM
To: Pritchett, Rita; Smith, Curt
Cc: Isnardi, Kristine; Barfield, Jim; Abbate, Frank B; Lewis, Sally A
Subject: Time Certain



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Rd. NE
Suite 4
Palm Bay, Florida 32905
John.Tobia@Brevardfl.gov

Chairman Curt Smith
2725 Judge Fran Jamieson Way
Building C Suite 214
Viera, Florida 32940

Vice-Chair Pritchett
2000 South Washington Avenue,
2nd Floor
Titusville, Florida 32780

Oct. 19th, 2017

In consideration of all parties involved, and in particular those that live in Titusville and will be required to travel long distances, I request that IV.F.3 on the Oct. 24th agenda be given a time certain. This would allow more equity and participation of interested citizens.

I appreciate your consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads 'johnL'.

John Tobia
County Commissioner, District 3



BOARD OF COUNTY COMMISSIONERS

CC:

Kristine Isnardi, Commissioner

Jim Barfield, Commissioner

Frank Abbate, County Manager

Sally Lewis

Lewis, Sally A

From: Newell, Marcia
Sent: Friday, October 20, 2017 2:36 PM
To: Lewis, Sally A
Cc: Tice, Molly
Subject: RE: Time Certains

You read my mind. I was just talking to her.

VA at 10:00 and VIF.3 at 11:00

Those are the right ones that requested, right?

Thanks,

Marcia Newell

Legislative Aide to Commissioner Rita Pritchett

Marcia.newell@brevardcounty.us



District 1 Commission Office
2000 S. Washington Avenue, Suite 2
Titusville, Florida 32780
321-607-6901

Please note:

Florida has a very broad public records law. Most written communications to or from the offices of elected officials are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

From: Lewis, Sally A
Sent: Friday, October 20, 2017 2:29 PM
To: Newell, Marcia
Subject: Time Certains

Marcia,
Any word yet on Time Certains for October 24th.
Sally

Sally Lewis

2725 Judge Fran Jamieson Way

Tammy Rowe

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Thursday, October 19, 2017 10:08 AM
To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff
Cc: Hart, Jessica; Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: 3rd changes to 10-24-17 Adv Agenda
Attachments: 102417_I C Add On.pdf; 102417_I D Add On.pdf; 102417_IV D Attachment.pdf; 102417_VI B 1 Replacement.pdf; 102417_VI F 2 Attachment.pdf

Attached are the third changes to the Advanced Agenda for the October 24, 2017 regular Board meeting. The DM, IQM, and Novus will be updated shortly.
Thank you,
Sally

Sally Lewis
2725 Judge Fran Jamieson Way
Viera, FL 32940
321-633-2010
Sally.Lewis@brevardfl.gov

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Tammy Rowe

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Wednesday, October 18, 2017 1:18 PM
To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff
Cc: Hart, Jessica; Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: 10-24-17 Adv Agenda 2nd changes
Attachments: 102417_IV F Replacement.pdf; 102417_I B Add On.pdf; 102417_IV E Replacement_Bond Agenda Rpt - TEFRA Capital Trust Agency Brevard County(1).pdf; 102417_VI F 3 Add On.pdf

Attached are the 2nd changes to the advanced agenda for the October 24, 2017 regular meeting.

Thank you,
Sally

*Sally Lewis
2725 Judge Fran Jamieson Way
Viera, FL 32940
321-633-2010
Sally.lewis@brevardfl.gov*

Under Florida law, all correspondence sent to the County Manager's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail or your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Deborah Thomas

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Tuesday, October 17, 2017 1:07 PM
To: 'brelegals@gannett.com'
Cc: Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: Legal Ad for Thursday, Oct. 19, 2017
Attachments: Legal Notice of Public Meetings from 101817_110817.docx

Legal Ad Dept.

Please place the attached ad in the legal section of the Florida Today on Thursday, October 19, 2017.

ACCT #: 6BR446
Phone: 321-633-2010
POC: Sally Lewis

Publish Date: **Thursday, October 19, 2017**
1 affidavit

Address: 2725 Judge Fran Jamieson Way
Bldg. C Room 301
Viera, FL 32955

Thank you,
Sally

Sally Lewis
County Manager's Office
Sally.lewis@brevardcounty.us

Under Florida law, all correspondence sent to the County Manager's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail or your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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Legal Notice of Public Meetings from 10/19/17-11/08/17

Brevard County Golf Advisory Board - Meeting

Thursday, 10/19/2017 4:00 PM - Thursday, 10/19/2017 8:30 PM

Description Meeting of the Brevard County Golf Advisory Board

Location Viera Government Center, 2715 Judge Fran Jamieson Way, Viera, Fl.
Building:C; Floor:3rd; Room:Florida Room

Contact Sue Eichenlaub
321-633-2046

Save Our Lagoon Oversight Committee - Meeting

Friday, 10/20/2017 8:30 AM - Friday, 10/20/2017 11:30 AM

Description Save Our Lagoon Oversight Committee

Location Government Center, 2725 Judge Fran Jamieson Way, Viera
Building:C; Floor:3; Room:Florida Room

Contact Carol Gerundo
carol.gerundo@brevardfl.gov
6332016

EEL Program Selection and Management Committee Meeting - Meeting

Friday, 10/20/2017 1:00 PM - Friday, 10/20/2017 4:00 PM

Description The purpose of this meeting is to review lands under consideration for public acquisition and management by the Brevard County Environmentally Endangered Lands Program.

Location EEL Program Office, 91 East Drive, Florida

Contact Laura Clark, Administrative Secretary
Laura.Clark@brevardfl.gov
(321) 255-4466 x 24910

Website <http://www.eelbrevard.com>

Regular meeting of the Board of County Commissioners - Event

Tuesday, 10/24/2017 5:00 PM - Tuesday, 10/24/2017 10:00 PM

Description Regular meeting of the Board of County Commissioners

Location Government Center, 2725 Judge Fran Jamieson Way, Viera
Building:C; Floor:1; Room:Commission Chambers

Contact Sally Lewis
sally.lewis@brevardfl.gov
6332010

Brevard County Historical Commission - Meeting

Tuesday, 10/24/2017 6:30 PM - Tuesday, 10/24/2017 8:00 PM

Description Meeting of the Brevard County Historical Commission

Location Central Brevard Library, 308 Forrest Ave., Cocoa, Fl.

Contact Michael Boonstra
321-633-1794

Investment Workshop - Meeting

Tuesday, 10/24/2017 2:00 PM - Tuesday, 10/24/2017 5:00 PM

Description Investment Workshop to discuss equities

Location Viera Government Center, 2725 Judge Fran Jamieson Way, Viera Fl, Bldg. C; 3rd Floor, Florida Room

Contact Mark Peterson
321-637-2002

Central Area Parks Operations D4 Admin.Board - Meeting

Tuesday, 10/26/2017 9:00 AM - Tuesday, 10/26/2017 12:00 PM

Description Regular meeting of the Brevard County Parks and Recreation Central Area Parks Operations District 4 Administrative Board

Location Central Area Parks Operations Office, 840 Forrest Ave, Cocoa, Fl.

Contact Denise Hayes, 321-633-1850

D2 Dredge Committee - Meeting

Wednesday, 11/01/2017 5:00 PM - Wednesday, 11/01/2017 8:00 PM

Description D2 Dredge Committee

Location Kiwanis Island Park, 951 Kiwanis Island Park Rd., Merritt Island, Fl.
Room:Rood Community Bldg

Contact Carol Gerundo
6332016

Board of County Commissioners Zoning - Meeting

Thursday, 11/02/2017 5:00 PM - Thursday, 11/02/2017 11:00 PM

Description Board of County Commissioners Zoning

Location Government Center, 2725 Judge Fran Jamieson Way, Viera
Building:C; Floor:1; Room:Commission Chambers

Contact Sally Lewis
6332010

NBEDZ - Event

Friday, 11/03/2017 8:30 AM - Saturday, 11/04/2017 12:00 AM

Description North Brevard Economic Development Zone Board

Location Parish Medical Center, 931 No. Washington Ave., Titusville, Fl.
Troy Post

Contact troy.post@brevardfl.gov
321-264-5205

Parrish Medical Center Board of Directors Meeting - Meeting

Monday, 11/06/2017 3:00 PM - Monday, 11/06/2017 5:00 PM

Description Parrish Medical Center Board of Directors Meeting

Location Parrish Medical Center, 951 No. Washington Ave., Titusville, Fl.
Floor:1st; Room:2/3/4/5

Contact Tracy Hudgens
tracy.hudgens@parrishmed.com
2686100

Regular meeting of the Board of County Commissioners - Event

Tuesday, 11/07/2017 5:00 PM - Tuesday, 11/07/2017 10:00 PM

Description Regular meeting of the Board of County Commissioners

Location Government Center, 2725 Judge Fran Jamieson Way, Viera
Building:C; Floor:1; Room:Commission Chambers

Contact Sally Lewis
sally.lewis@brevardfl.gov
6332010

Building Construction Advisory Committee - Meeting

Wednesday, 11/08/2017 1:00 PM - Wednesday, 11/08/2017 4:00 PM

Description Building Construction Advisory Committee

Location Government Center, 2725 Judge Fran Jamieson Way, Viera
Building:C; Floor:3; Room:Florida Room

Contact Jennifer Jones
jennifer.jones@brevardfl.gov
6332069

Deborah Thomas

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Tuesday, October 17, 2017 2:41 PM
To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff
Cc: Hart, Jessica; Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
Subject: 102417 1st changes to advanced agenda
Attachments: 102417_Golf Report.pdf

Attached is the first change to the advanced agenda for October 24, 2017.

It is the Consultant report for the Golf Courses agenda report V.A.

Thank you,

Sally

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Tammy Rowe

From: Lewis, Sally A <Sally.Lewis@brevardfl.gov>
Sent: Thursday, October 12, 2017 10:58 AM
To: Clerk to the Board
Subject: Fw: October 24th Invocation

From: Stern, Danielle
Sent: Thursday, October 12, 2017 10:11 AM
To: Lewis, Sally A
Cc: Goudelock, Margaret
Subject: October 24th Invocation

Pastor Ben Harris with Covenant Church, Beachside campus will be giving the invocation on October 24th.

Danielle Stern
Chief of Staff
Brevard County Commissioner Kristine Isnardi
District Five
490 Centre Lake Drive NE
Suite 175
Palm Bay, FL 32907
(321)253-6611

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Tammy Rowe

From: Kimberly Powell
Sent: Thursday, October 12, 2017 11:10 AM
To: Tammy Rowe
Subject: minutes approval to be added to the agenda

08/22 Reg
09/07 Zone
09/19 Reg
09/19 1st budget
09/26 final budget

Kimberly Powell
Recording Secretary
Clerk to the Board
(321) 637-2001
Kimberly.powell@brevardclerk.us



BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
NOTICE OF ATTORNEY-CLIENT PRIVATE MEETING

On Tuesday, October 24, 2017, at the conclusion of the regular meeting of the Board of County Commissioners, the Brevard County Board of County Commissioners will meet for the purpose of discussing strategy related to litigation and expenditures in Williamson, et al. v. Brevard County, Florida, Case No. 6:15-cv-1098-JA-DCI.

The persons attending the attorney-client private meeting will be:

Rita Pritchett, County Commissioner District 1
Jim Barfield, County Commissioner, District 2
John Tobia, County Commissioner, District 3
Curt Smith, County Commissioner, District 4
Kristine Isnardi, County Commissioner, District 5
Frank Abbate, County Manager
Scott L. Knox, County Attorney
Diana Yuan, Assistant County Attorney
Michael J. Roper, Esquire, Bell & Roper, P.A., outside counsel for Brevard County, Florida
Marjory Sassine, King Reporting Services, Inc., court report

The attorney-client private session will be held in the County Manager's Conference Room, Third Floor of Building "C" at the Brevard County Government Operations Center, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940. The estimated length of the attorney-client session is one hour or less.

The session is commenced as part of the open meeting on the above indicated date. As part of the open public meeting, the Chairman of the Board announces that the attorney-client session will commence and, upon approval of a motion to adjourn for an attorney-client session, the attorney-client session shall thereafter adjourn and reconvene in the County Manager's conference room.

At the conclusion of the private attorney-client session, the open public meeting shall be re-opened and the Chairperson shall announce the termination of the session. A transcript of the executive session shall be made part of the public record upon conclusion of the litigation.

Deborah Thomas

From: Cummings, Cathleen <Cathleen.Cummings@brevardfl.gov>
Sent: Friday, October 13, 2017 4:10 PM
To: LEGALS, BRE
Cc: Lewis, Sally A; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe; Schedule F. Desk
Subject: Legal Advertisement - Monday, 10/16/17
Attachments: Ad exec session Williamson 20171024.doc

Good morning Legal Ad Dept.,

Please place the attached ad in the legal section of the Florida Today on Monday, October 16, 2017:

- Account name and number – **Brevard County Board of County Commissioners, Acct # 6BR346**
- Billing telephone number - **321-633-2090**
- Contact person – **Cathleen Cummings, Legal Office Administrator**
- Required publishing date – **Monday, October 16, 2017; 1 affidavit**
Address: 2725 Judge Fran Jamieson Way, Bldg. C Room 380, Viera, FL, 32940

Thank you!

Cathie

Cathleen M. Cummings, FRP
Legal Office Administrator
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way, Suite 308
Viera, FL 32940
P: 321-633-2090, ext 52835
F: 321-633-2096
cathleen.cummings@brevardfl.gov



County Attorney



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
NOTICE OF ATTORNEY-CLIENT PRIVATE MEETING

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The persons attending the attorney-client private meeting will be:

Rita Pritchett, County Commissioner District 1
Jim Barfield, County Commissioner, District 2
John Tobia, County Commissioner, District 3
Curt Smith, County Commissioner, District 4
Kristine Isnardi, County Commissioner, District 5
Frank Abbate, County Manager
Scott L. Knox, County Attorney
Diana Yuan, Assistant County Attorney
Michael J. Roper, Esquire, Bell & Roper, P.A., outside counsel for Brevard County, Florida
Marjory Sassine, King Reporting Services, Inc., court report

The attorney-client private session will be held in the County Manager's Conference Room, Third Floor of Building "C" at the Brevard County Government Operations Center, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940. The estimated length of the attorney-client session is one hour or less.

The session is commenced as part of the open meeting on the above indicated date. As part of the open public meeting, the Chairman of the Board announces that the attorney-client session will commence and, upon approval of a motion to adjourn for an attorney-client session, the attorney-client session shall thereafter adjourn and reconvene in the County Manager's conference room.

At the conclusion of the private attorney-client session, the open public meeting shall be re-opened and the Chairperson shall announce the termination of the session. A transcript of the executive session shall be made part of the public record upon conclusion of the litigation.

DELETED
Replacement

Meeting Date
October 24, 2017



AGENDA	
Section	New Business
Item No.	VI B 1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Event Marketing Agreement between Tourism Development Office and the Florida Surf Museum for the First Annual Florida Pro Surf Competition
DEPT/OFFICE:	Community Services Group / Tourism Development

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the proposed event marketing agreement between the Tourism Development Office and the Florida Surf Museum for \$117,500 to support the Florida Pro Surf Competition by executing the Event Marketing Agreement.

Summary Explanation & Background:

The Inaugural Florida Pro Men's and Women's Competition will be one of the nation's top-tier WSL World Qualifying Series events and will draw both established pro surfers and many of the world's best up and comers. The tournament will be made available to millions of surfing fans via a live stream telecast on the web, with plans also calling for it to be simultaneously shown during the Surf Expo tradeshow in Orlando. The Florida Pro will be not only be a special event in that it marks the return of high-level professional surfing to the Sunshine State but also in that it will offer the highest prize purse for women – a precedent setting milestone in the WSL's World Qualifying Series. The former SI Pro surfing contest drew record crowds to Sebastian Inlet and the attention of worldwide surfing fans to the Space Coast, and the FL Pro promises to do the same, bringing in an expected 28,600 visitors to Brevard County.

On September 27, 2017, at a regular monthly meeting, the Tourist Development Council unanimously approved and recommended to have the Board of County Commissioners approve \$117,500 from the 2018 TDC Marketing Budget to establish a high-level World Surf League professional surfing event to spotlight the First Peak wave at Sebastian Inlet in January 2018. There will be sponsorship matches from both private and public sponsors. This event will be a non-profit event with all net proceeds to support the First Peak Project, which is a project aimed at restoring Sebastian Inlet's First Peak, one of the world's greatest waves and known as a major miracle on Florida's East Coast, that was responsible for and groomed more champion surfers than perhaps any wave on the planet from Pipe Masters, World Titles, National and World Championships to even dozens of local, underground, world-class surfers. In the early 2000s, structural work on the north jetty caused the "magic wave" to disappear. Now, there is an effort to restore the First Peak at Sebastian Inlet called the First Peak Project. This event is expected to be a huge success for the First Peak Project, the Florida Surf Museum, as well as, Brevard County's tourism industry, and continues to gain support. The following is a current list of sponsorship commitments totals \$132,500:

Caribe / Florida Beer	\$50,000	Orlando-Melbourne Intl Airport	\$ 5,000
Westwood One Sports	\$30,000	Surfer Law	\$ 5,000
Driftwood Hospitality / Hilton CB	\$ 5,000	Westgate / Cocoa Beach Pier	\$ 5,000
Cocoa Beach Surf Company	\$ 5,000	Healthfirst	\$ 2,500
Luke & Associates	\$ 5,000	Cocoa Beach Hotel Association	\$ 5,000
Effen Vodka	\$ 5,000	Hornitos Tequila	\$ 5,000
Line 39 Wine	\$ 5,000		

FY2017-18 Fiscal Impact: \$117,500 paid out of Tourism's Promotion & Advertising Fund

Contact: Eric Garvey, Executive Director, TDO

Phone / Email: 321-433-4470 eric.garvey@visitspacecoast.com

Clerk to the Board Instructions: Execute Event Marketing Agreement between Tourism and the Florida Surf Museum

Exhibits Attached: Event Marketing Agreement between TDO and FSM

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

County Manager

Interim Assistant County Manager

Department Director / Extension

Frank Abbate

James Licentia

321-433-4470 x232

Meeting Date
October 24, 2017



AGENDA	
Section	Resolution
Item No.	I A

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Resolution for Domestic Violence Awareness Month
DEPT/OFFICE:	District 5 Commission Office

Requested Action:

It is requested that the Board of County Commissioners approves the resolution proclaiming October 2017 as Domestic Violence Awareness Month

Summary Explanation & Background:

Danielle Stern
 (321) 253-6611

Clerk to the Board instruction:

Exhibits Attached:

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

County Manager	Deputy County Manager	Department Director / Extension
----------------	-----------------------	---------------------------------

Frank Abbate <i>[Signature]</i>	Assistant County Manager
---------------------------------	--------------------------



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

Telephone: (321) 637-2001

Fax: (321) 264-6972

Tammy.Rowe@brevardclerk.us

October 25, 2017

M E M O R A N D U M

TO: Commissioner Kristine Isnardi, District 5 Attn: Danielle Stern

RE: Item I.A., Resolution Recognizing Domestic Violence Awareness Month

The Board of County Commissioners, in regular session on October 24, 2017, adopted Resolution No.17-209, proclaiming October 2017 as Domestic Violence Awareness Month. Enclosed is a copy of the Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encl. (1)

Brevard



County

BOARD OF COUNTY COMMISSIONERS

Resolution

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security, and humanity, due to an abuser's systematic use of physical, emotional, sexual, psychological, and economic control; and

WHEREAS, 4,311 domestic violence offenses were reported to law enforcement in Brevard County in 2016 and of those, six victims were killed; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, and are supported by societal indifferences; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in Brevard County, throughout the United States, and the world; and

WHEREAS, all citizens of Brevard, government officials, law enforcement agencies, health care providers, domestic violence programs, social service providers, educators, clergy, and community leaders must join together to end the abuse and violence that continues to threaten the health, safety, and well-being of so many in our community.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, does hereby proclaim the month of October 2017 as

DOMESTIC VIOLENCE AWARENESS MONTH

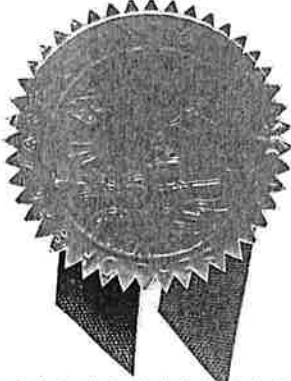
together with the Brevard County Domestic Violence Task Force, we urge citizens to speak out against domestic violence, support survivor's efforts to live free from abuse, and hold those who abuse accountable.

DONE, ORDERED AND ADOPTED, in regular session this 24th day of October 2017.

CURT SMITH, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

ATTEST:

SCOTT ELLIS, CLERK



RESOLUTION

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to an abuser's systematic use of physical, emotional, sexual, psychological and economic control; and

WHEREAS, 4,311 domestic violence offenses were reported to law enforcement in Brevard County in 2016 and of those, six victims were killed; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people and are supported by societal indifferences; and,

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in Brevard County, throughout the United States and the world; and,

WHEREAS, all citizens of Brevard, government officials, law enforcement agencies, health care providers, domestic violence programs, social service providers, educators, clergy, and community leaders must join together to end the abuse and violence that continues to threaten the health, safety, and well-being of so many in our community.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA does hereby proclaim the month of October 2017 as

DOMESTIC VIOLENCE AWARENESS MONTH

Together with the Brevard County Domestic Violence Task Force, we urge citizens to speak out against domestic violence, support survivors' efforts to live free from abuse, and hold those who abuse accountable.

DONE, ORDERED AND ADOPTED, in regular session, this 24th day of October, A.D., 2017.

CURT SMITH, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

ATTEST:

SCOTT ELLIS, CLERK

Meeting Date
October 24, 2017



AGENDA

Resolution

IB

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Resolution: Proclaiming the month of November 2017 as Puerto Rican Heritage Month								
DEPT/OFFICE:	Jim Barfield, District 2 Commission Office								
Requested Action:									
It is requested that the Board of County Commissioners adopt a resolution proclaiming the month of November 2017 as Puerto Rican Heritage Month.									
Summary Explanation & Background:									
Name: Bridget Minnick Phone: 454-6601									
Clerk to the Board Instructions: FRAME									
Exhibits Attached: Resolution									
Contract /Agreement (If attached): Reviewed by County Attorney				Yes	☐	No	☐	PR	☐
Interim County Manager Frank Abbate		Assistant County Manager			Department Director / Extension District 2 Commission Office				



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

M E M O R A N D U M

TO: Chairman Jim Barfield, District 2 Attn: Bridget Minnick

RE: Item I.B., Resolution Proclaiming the Month of November 2017 as Puerto Rican Heritage Month

The Board of County Commissioners, in regular session on October 24, 2017, adopted Resolution No.17-210, proclaiming the month of November 2017 as Puerto Rican Heritage Month. Enclosed is a copy of the Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encl. (1)

Brevard



County

BOARD OF COUNTY COMMISSIONERS

Resolution

WHEREAS, Puerto Rico was discovered by Cristobal Colon on November 19, 1493, and was colonized by the Spaniards in the 16th Century; and

WHEREAS, on March 3, 1917, the Jones Act was signed declaring that all Puerto Ricans are citizens of the United States, and in 1952, commonwealth status was proclaimed and has been upheld since the 1960s; and

WHEREAS, Puerto Rico is a self-governing island commonwealth of the United States and shares the rights and duties of U.S. citizens; and

WHEREAS, on November 19, 2017, Puerto Rico will celebrate the 524th year anniversary of Cristobal Colon's discovery of the Island of Puerto Rico; and

WHEREAS, this year's parade themes will be celebrating Immigrants that have settled in the USA, 504 year celebration of the Discovery of Florida by Juan Ponce De Leon, Melbourne Beach 1513 "The First Landing" celebrating 20 years of partnerships with the Brevard County School System, celebrating the third Annual Roberto Clemente Walker Award and establishing U.T.B. United Third Bridge, Inc. Puerto Rico Relief Fund; and

WHEREAS, on November 3, 2017, United Third Bridge, Inc., will celebrate Florida's 21st Annual Puerto Rican Day Parade Banquet, Gala and Taino Awards will be held at the Hilton Melbourne Rialto celebrating the accomplishments of Puerto Ricans Role models, Dignitaries and Community Leaders in honor of our Puerto Rican Heritage; and

WHEREAS, United Third Bridge, Inc., Educational and Cultural Theater for the Performing Arts and Science, of Puerto Ricans, Spaniards, Hispanics, Caribbean, Sephardic Jews Film Society founded on April 6, 2013, commenced filming in November 2016, the Docudrama of the Juan Ponce de Leon Discovery of Florida at Melbourne Beach, Florida 1513 "The First Landing"; and

WHEREAS, Sunday, November 5, 2017, has been proclaimed Puerto Rican Day and United Third Bridge, Inc. Educational and Cultural Fund will host Florida's 21st Annual Puerto Rican Day Parade.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, does hereby proclaim the month of November 2017 as

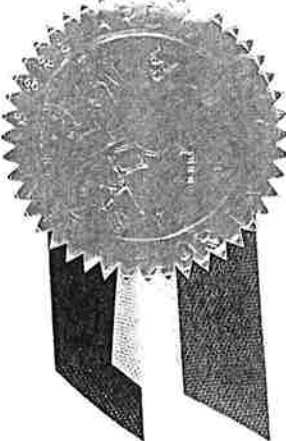
PUERTO RICAN HERITAGE MONTH

DONE, ORDERED AND ADOPTED, in regular session, this 24th day of October, 2017.

CURT SMITH, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

ATTEST:

SCOTT ELLIS, CLERK



Resolution

WHEREAS, Puerto Rico was discovered by Cristobal Colon on November 19, 1493 and was colonized by the Spaniards in the 16th Century; and

WHEREAS, on March 3, 1917 the Jones Act was signed declaring that all Puerto Ricans are citizens of the United States; and in 1952, commonwealth status was proclaimed and has been upheld since the 1960s; and

WHEREAS, Puerto Rico is a self-governing island commonwealth of the United States and shares the rights and duties of U.S. citizens; and

WHEREAS, on November 19, 2017 Puerto Rico will celebrate the 524 year anniversary of Cristobal Colon's discovery of the Island of Puerto Rico; and

WHEREAS, this year's parade themes will be celebrating Immigrants that have settled in the USA, five-hundred and four year celebration of the Discovery of Florida by Juan Ponce De Leon, Melbourne Beach 1513 "The First Landing" celebrating twenty years of partnerships with the Brevard County School System, celebrating the 3rd Annual Roberto Clemente Walker Award and establishing U.T.B. United Third Bridge, Inc. Puerto Rico Relief Fund; and

WHEREAS, on November 03, 2017, United Third Bridge, Inc., will celebrate Florida's 21st Annual Puerto Rican Day Parade Banquet, Gala and Taíno Awards will be held at the Hilton Melbourne Rialto celebrating the accomplishments of Puerto Ricans Role models, Dignitaries and Community Leaders in honor of our Puerto Rican Heritage; and

WHEREAS, United Third Bridge, Inc., Educational and Cultural Theater for the Performing Arts and Science, of Puerto Ricans, Spaniards, Hispanics, Caribbean, Sephardic Jews Film Society founded on April 06, 2013 commenced filming in November 2016, the Docudrama of the Juan Ponce de Leon Discovery of Florida at Melbourne Beach, Florida 1513 "The First Landing"; and

WHEREAS, Sunday, November 5, 2017 has been proclaimed Puerto Rican Day and United Third Bridge, Inc. Educational and Cultural Fund will host Florida's 21st Annual Puerto Rican Day Parade.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, does hereby proclaim the month of November 2017 as,

PUERTO RICAN HERITAGE MONTH

DONE, ORDERED AND ADOPTED, in regular session, this 24th day of October, A.D., 2017

ATTEST:

SCOTT ELLIS, CLERK

CURT SMITH, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Meeting Date
October 24, 2017



Add On	
AGENDA	
Section	RESOLUTION
Item No.	I C

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Resolution: Making Strides Against Breast Cancer Day
DEPT/OFFICE:	County Commissioner Curt Smith, District 4

Requested Action:

It is requested that the Board approve a resolution recognizing October 28, 2017 Making Strides Against Breast Cancer Day

Summary Explanation & Background:

POC: Molly Tice 633-2044
Molly.tice@brevardcounty.us

Exhibits Attached:

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	☐	No	☐	PR	☐
County Manager	Deputy County Manager	Department Director / Extension					
Stockton Whitten	Assistant County Manager						



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

M E M O R A N D U M

TO: Commissioner Curt Smith, District 4 Attn: Molly Tice

RE: Item I.C., Resolution Recognizing October 28, 2017, as Making Strides Against Breast Cancer Day

The Board of County Commissioners, in regular session on October 24, 2017, adopted Resolution No. 17-211, recognizing October 28, 2017, as Making Strides Against Breast Cancer Day. Enclosed is a copy of the Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encl. (1)

Brevard



County

BOARD OF COUNTY COMMISSIONERS

Resolution

WHEREAS, American Cancer Society Making Strides Against Breast Cancer Walk is not a race, it is a celebration of survivorship, an occasion to express hope and a shared goal to end a disease that threatens the lives of so many people we love; this non-competitive 5K (3.1 mile) walk raises money for breast cancer research, education, advocacy, and patient services; and it is the largest outside fundraiser in Brevard County; and

WHEREAS, The American Cancer Society, the nation's largest voluntary health agency, is dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives from cancer, and diminishing suffering from cancer through research, education, advocacy, and services; and

WHEREAS, proceeds from Making Strides Against Breast Cancer are used solely for breast cancer funding; they have terrific free patient services for people right here in our community, such as Road To Recovery (free rides to and from cancer treatment), Reach To Recovery (trained survivor-volunteers who give a measure of comfort and an opportunity for emotional grounding and informed decision-making), and Look Good, Feel Better (to teach female cancer patients beauty techniques and to boost self-image during chemo or radiation treatments); and

WHEREAS, anyone and everyone interested in fighting breast cancer can form a team and enter the race to be held Saturday, October 28, 2017, starting at the Avenue Viera, and registration starts at 7:00 a.m. and the walk follows at 9:00 a.m.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, does hereby proclaim October 28, 2017, as

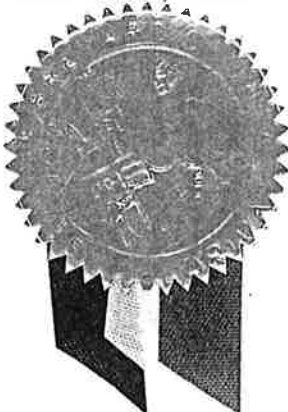
MAKING STRIDES AGAINST BREAST CANCER DAY

DONE, ORDERED, AND ADOPTED, in regular session, this 24th day of October 2017.

ATTEST:

SCOTT ELLIS, CLERK

CURT SMITH, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



RESOLUTION

WHEREAS, American Cancer Society Making Strides Against Breast Cancer Walk is not a race; it is a celebration of survivorship, an occasion to express hope and a shared goal to end a disease that threatens the lives of so many people we love. This non-competitive 5K (3.1 mile) walk raises money for breast cancer research, education, advocacy, and patient services. It is the largest outside fundraiser in Brevard County; and

WHEREAS, The American Cancer Society, the nation's largest voluntary health agency, is dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives from cancer, and diminishing suffering from cancer through research, education, advocacy, and services; and

WHEREAS, proceeds from Making Strides Against Breast Cancer are used solely for breast cancer funding. They have terrific free patient services for people right here in our community, such as Road To Recovery (free rides to and from cancer treatment), Reach To Recovery (trained survivor-volunteers who give a measure of comfort and an opportunity for emotional grounding and informed decision-making), and Look Good. Feel Better (to teach female cancer patients beauty techniques and to boost self-image during chemo or radiation treatments); and

WHEREAS, anyone and everyone interested in fighting breast cancer can form a team and enter the race to be held Saturday, October 28, 2017, starting at the Avenue Viera. Registration starts at 7:00 a.m. and the walk follows at 9:00 a.m.

NOW, THEREFORE BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA does hereby proclaim
October 28, 2017

Making Strides Against Breast Cancer Day

DONE, ORDERED AND ADOPTED in regular session, this 24th day of October 2017, A.D.

ATTEST:

CLERK

Deborah Thomas

From: Tice, Molly <molly.tice@brevardfl.gov>
Sent: Wednesday, October 18, 2017 6:36 PM
To: Lewis, Sally A
Cc: Woodard, Patrick; Valliere, Jennifer; Tammy Rowe; Donna Scott; Deborah Thomas; Kimberly Powell; Christine Mulligan-Willey
Subject: Resolution Making Strides
Attachments: AgendaReport 10242017 Making Strides Against Breast Cancer Day.docx; Making Strides Against Breast Cancer Day 10242017.pdf

Good evening,

Attached please find a resolution and agenda report recognizing Marcia Booth for the 10/10 BOCC meeting. We would greatly appreciate this being framed.

Thanks so much,

Molly Tice



Molly Tice

Legislative Aide to Commissioner Smith
Brevard County, District 4
321.633.2044 | F:321.633.2121 | Molly.Tice@brevardfl.gov
2725 Judge Fran Jamieson Way, Bldg. C - Suite 214,
Viera, FL 32940



Please note:

Florida has a very broad public records law. Most written communications to or from the offices of elected officials are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

"Under Florida Law, email addresses are Public Records. If you do not want your e-mail address released in response to public record requests, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

Meeting Date
October 24, 2017



ADD ON AGENDA	
Section	Resolution
Item No.	I D

AGENDA REPORT

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	2017 Launch the Vote Student Art Contest Award Presentation for the 1 st , 2 nd and 3 rd Place Winners				
DEPT/OFFICE:	Supervisor of Elections, Lori Scott (Sponsored by Commissioner Smith) District 4				
Requested Action:					
Request time at the October 24, 2017 County Commission meeting to present the 2017 Launch the Vote Student Art Contest 1 st , 2 nd and 3 rd Place Winners with a certificate and prizes from Chick-fil-A.					
Summary Explanation & Background:					
The fourth Annual Launch the Vote Student Art Contest for Brevard County 4th and 5th graders began on August 24th. The students were asked to design a patriotic and nonpartisan image in conjunction with the Launch the Vote theme to encourage voter participation in elections. Students were permitted to submit one entry by the October 6th deadline. In an effort to showcase Brevard's talented students and increase awareness about the importance of voting, the 1st, 2nd and 3rd place winning art entries will be displayed at all of the Brevard Chick-fil-A locations during the month of November. This contest will provide our future voters with an opportunity to participate in the election process and increase voter awareness. Supervisor Lori Scott, Representatives from Brevard's Chick-fil-A locations (including the famous Chick-fil-A Cow), and the student winners will participate in the awards presentation. Each of the winners will receive a certificate and a prize package from Chick-fil-A.					
Clerk to the Board Instructions: Names will be submitted for preparation of framed Resolutions for 1 st , 2 nd & 3 rd place winners.					
Exhibits Attached:					
Contract /Agreement (If attached):		Reviewed by County Attorney	Yes ☐	No ☐	PR ☐
County Manager	Assistant County Manager, John Denninghoff		Department Director / Extension		
Frank Abbate	Assistant County Manager, Jim Liesenfelt				



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Honorable Lori Scott
Supervisor of Elections
2575 Judge Fran Jamieson Way
Building C
Viera, FL 32940

Dear Ms. Scott:

Re: Item I.D., Resolution Recognizing and Congratulating the Winners of the Supervisor of Elections and Chick-fil-A 2017 Launch the Vote Student Art Contest

The Board of County Commissioners, in regular session on October 24, 2017, adopted Resolution No. 17-208, to recognize and congratulate the first, second, and third place winners of the Supervisor of Elections and Chick-fil-A 2017 Launch the Vote Student Art Contest. Enclosed is a copy of the Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/dt

End. (1)

Brevard



County

BOARD OF COUNTY COMMISSIONERS

Resolution

WHEREAS, The Honorable Lori Scott, Brevard County Supervisor of Elections, partnered with Chick-fil-A to sponsor the Fourth Annual Launch The Vote Student Art Contest to all Brevard fourth and fifth grade students; and

WHEREAS, students were asked to create artwork in conjunction with the Launch the Vote theme encouraging voter participation and highlighting the importance of voting; and

WHEREAS, on October 18, 2017, the following community leaders; Judge Kelly McKiben, Ms. Malak Hammad, and Supervisor of Elections Lori Scott reviewed each of the 211 entries representing 12 schools throughout Brevard County; and

WHEREAS, the following winners were selected; first place Hailey Scalia of Ralph Williams Jr. Elementary, second place Mariana Ojeda of Sculptor Charter School, third place Emma Hubble of Sunrise Elementary and Honorable Mentions for: Brianna Elliott, Elena Weeks, and Spencer Fletcher; and

WHEREAS, Chick-fil-A has designated a special award for the following winner: Shalini Gharia of West Melbourne School for Science.

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

THE WINNERS OF THE SUPERVISOR OF ELECTIONS AND CHICK-FIL-A 2017 LAUNCH THE VOTE STUDENT ART CONTEST

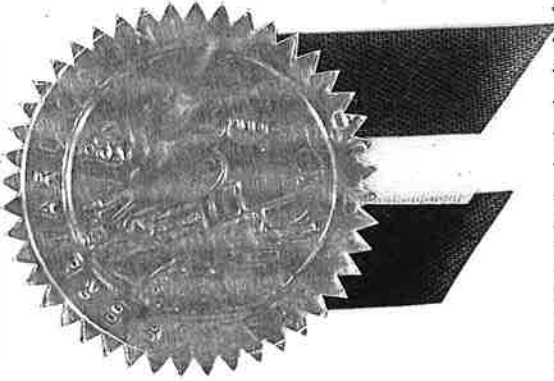
for their exceptional artistic talent, patriotism, and tremendous enthusiasm for the electoral process

DONE, ORDERED AND ADOPTED, in regular session this 24th day of November, 2017.

ATTEST:

Scott Ellis

SCOTT ELLIS, CLERK



Curt Smith

CURT SMITH, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

WHEREAS, The Honorable Lori Scott, Brevard County Supervisor of Elections, partnered with Chick-fil-A to sponsor the 4th Annual Launch the Vote Student Art Contest to all Brevard 4th and 5th grade students;

WHEREAS, Students were asked to create artwork in conjunction with the Launch the Vote theme encouraging voter participation and highlighting the importance of voting; and

WHEREAS, on October 18, 2017, the following community leaders; Judge Kelly McKibben, Ms. Malak Hammad and Supervisor of Elections Lori Scott reviewed each of the 211 entries representing 12 schools throughout Brevard County, and;

WHEREAS, the following winners were selected; 1st Place Hailey Scalia of Ralph Williams Jr. Elementary, 2nd Place Mariana Ojeda of Sculptor Charter School, 3rd Place Emma Hubble of Sunrise Elementary and Honorable Mentions for: Brianna Elliott, Elena Weeks, Spencer Fletcher.

WHEREAS, Chick-fil-A has designated a special award for the following winner; Shalini Gharia of West Melbourne School for Science.

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

**THE WINNERS OF THE SUPERVISOR OF ELECTIONS AND CHICK-FIL-A
2017 LAUNCH THE VOTE STUDENT ART CONTEST**

for their exceptional artistic talent, patriotism and tremendous enthusiasm for the electoral process.

DONE, ORDERED AND ADOPTED, in regular session on the 24th day of October 2017

ATTEST:

CURT SMITH, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

SCOTT ELLIS, CLERK

Meeting Date
October 24, 2017



AGENDA	
Section	Consent
Item No.	II.A.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Memorandum of Agreement (MOA) Between East Coast Zoological Society of Florida (Brevard Zoo) and Brevard County for Countywide Oyster Gardening Program FY2017-18 Fiscal Impact: \$150,000
DEPT/OFFICE:	Natural Resources Management Department (NRM)

Requested Action:

It is requested that the Board of County Commissioners: 1) authorize the Chairman to execute a MOA substantially in the form of Attachment A, subject to County Attorney and Risk Management final approval; 2) authorize the County Manager or designee to execute up to four annual renewals, future amendments and change orders; and 3) authorize budget change requests as required to support the Brevard Zoo's implementation of work under this MOA.

Summary Explanation & Background:

On October 17, 2013 the Board of County Commissioners launched a local Oyster Gardening program to engage the public in helping to restore the natural filtration by shellfish and thereby improve ecosystem resilience within waters of the Indian River Lagoon (IRL). The Oyster Gardening Program is executed through a partnership with the Brevard Zoo.

Background: Oyster Gardening is a citizen-based oyster propagation program where juvenile oysters (spat) are raised under lagoon-front homeowner's docks and eventually used to populate constructed oyster reef sites. Oyster Gardening participants receive spat-on-shell oysters plus all supplies needed to care for their oysters until they are returned six to nine months later at a significantly larger size and placed at new reef sites in the lagoon. Oyster Gardening workshops are held throughout the county to increase and accommodate public interest, and to provide training and education about oyster gardening, oyster reef living shorelines, and issues facing the lagoon.

To date, over 1,100 waterfront property owners have been trained as citizen scientists and equipped with oyster garden supplies. Public interest and participation has been exceptional. This interest provides a unique opportunity to increase public engagement and knowledge of lagoon issues. Oyster Gardening has proven successful in returning hundreds of thousands of robust oysters annually. Oysters collected at the end of each oyster gardening season have been deployed as a "live" top reef layer at constructed oyster reef sites in Brevard, including shorelines located in the North IRL, Banana River, Newfound Harbor, and Central IRL. These reefs filter the IRL, reduce erosion, provide habitat, and remove nitrogen from the water through denitrification. The oysters produced during this year's oyster gardening season and future years will be used to populate oyster reef living shorelines installed as part of the Save Our Indian River Lagoon Project Plan.

Fiscal Impact: FY17-18: Stormwater Fund 1110, \$150,000

FY18-19: Stormwater Fund 1110, \$150,000, if contract is renewed

Staff: Jane Hart or Virginia Barker, NRM

Phone: 321-633-2016

Clerk to the Board instruction: Please execute two original MOAs.

Exhibits Attached: Attachment A – MOA

Attachment B – AO-29 Form

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	☒	No	☐	PR	☐
County Manager	Assistant County Manager	Department Director/Extension					
 Frank Abbate	 John Denninghoff	 Virginia Barker/X52435					

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: East Coast Zoological Society d/b/a Brevard Zoo	
2. Fund/Account #: 1110	3. Department Name: Natural Resources
4. Contract Description: County-wide Oyster Gardening Program - FY2017-18	
5. Contract Monitor: Jane Hart	7. Contract Type: SERVICES
6. Dept/Office Director: Virginia Barker	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	☐	☐		
Risk Management	☐	☐		
County Attorney	☐	☐		

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	☒	☐	<i>[Signature]</i>	9/26/17
Risk Management	☐	☐		
County Attorney	☒	☐	<i>[Signature]</i>	9/26/17

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION II - GENERAL INFORMATION

1. Contractor: East Coast Zoological Society d/b/a Brevard Zoo	
2. Fund/Account #: 1110	3. Department Name: Natural Resources
4. Contract Description: County-wide Oyster Gardening Program - FY2017-18	
5. Contract Monitor: Jane Hart	7. Contract Type: SERVICES
6. Dept/Office Director: Virginia Barker	

SECTION III - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	☐	☐	_____	_____
Risk Management	☐	☐	_____	_____
County Attorney	☐	☐	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	☒	☐	<i>[Signature]</i>	<i>9/20/17</i>
Risk Management	☒	☐	<i>ML</i>	10-5-2017
County Attorney	☐	☐	_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

M E M O R A N D U M

TO: Virginia Barker, Natural Resources Management Director

RE: Item II.A.1., Memorandum of Agreement (MOA) with East Coast Zoological Society of Florida (Brevard Zoo) for Countywide Oyster Gardening Program FY 2017-2018

The Board of County Commissioners, in regular session on October 24, 2017, authorized the Chairman to execute a MOA with East Coast Zoological Society of Florida (DBA Brevard Zoo) for Countywide Oyster Gardening Program FY 2017-2018, substantially in the form of Attachment A, subject to County Attorney and Risk Management final approval; authorized the County Manager, or his designee, to execute up to four annual renewals, future amendments, and change orders; and authorized budget change requests as required to support the Brevard Zoo's implementation of work under this MOA. Enclosed are three executed MOA's.

Upon execution by East Coast Zoological Society (DBA Brevard Zoo), please return a fully-executed MOA to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (3)

cc: Contracts Administration
Finance
Budget

**BREVARD COUNTY OYSTER GARDENING PROGRAM
MEMORANDUM OF AGREEMENT**

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
BREVARD ZOO**

This Memorandum of Agreement (the "Agreement") is entered into this 24 day of Oct., 2017 by and between Brevard County Board of County Commissioners, whose address is 2725 Judge Fran Jamieson Way, A-219, Viera, Florida 32940 (hereinafter referred to as "BREVARD COUNTY") and East Coast Zoological Society of Florida whose address is 8225 North Wickham Road, Viera, Florida 32940 (doing business as and hereafter referred to as "BREVARD ZOO").

WITNESSETH

WHEREAS, BREVARD ZOO, in furtherance of its local conservation mission, has knowledge, experience and expertise in community-based live oyster propagation, oyster restoration, and living shoreline installation projects of interest to BREVARD COUNTY; and

WHEREAS, BREVARD COUNTY is desirous of engaging BREVARD ZOO as a team to provide services as described in this Agreement, unless otherwise amended.

NOW THEREFORE, in consideration of the above recitals and of the mutual promises and other good and valuable consideration set forth below, these parties intending to be bound, agree in advance as follows to the general terms and conditions under this Agreement.

1. STATEMENT OF WORK

BREVARD ZOO agrees to provide services to be performed under this Agreement in accordance with the specific Statement of Work attached as EXHIBIT A.

2. PERIOD OF PERFORMANCE

This Agreement shall begin October 1, 2017 and shall remain in effect until September 30, 2018, unless otherwise amended. The parties may agree in writing to renew this Agreement, under the same terms and conditions, up to four (4) additional one year terms.

3. CONSIDERATION AND PAYMENT

(a) BREVARD COUNTY hereby agrees to pay to BREVARD ZOO \$ 150,000.00 on a fixed price basis of \$ 37,500.00 at the end of each quarter to perform the services associated with the Brevard County Oyster Gardening Project as specifically described in the attached Statement of Work (EXHIBIT A).

(b) BREVARD ZOO shall submit quarterly invoices in accordance with the compensation guidelines / payment schedule as set forth in the Statement of Work attached as EXHIBIT A, to the following address:

BREVARD COUNTY
Natural Resources Management Department
2725 Judge Fran Jamieson Way, Bldg A, Room 219
Viera, FL 32940

payment, BREVARD ZOO agrees to retain any and all records associated with this Agreement until such time as any disputes arising therefrom are resolved. If any provision of this section is inconsistent with BREVARD COUNTY audit requirements, the more stringent shall prevail.

10. INDEMNITY

- (a) To the extent permitted by Florida law, BREVARD COUNTY agrees to indemnify, hold harmless and defend BREVARD ZOO and its respective directors, officers, employees and agents against any and all claims for death, illness, personal injury, property damage, and improper business practices arising from the negligence or misconduct of BREVARD COUNTY or its employees or agents in connection with the performance of this Agreement. To the extent permitted by Florida law, BREVARD ZOO agrees to indemnify, hold harmless and defend BREVARD COUNTY and its respective trustees, officers, employees and agents against any and all claims for death, illness, personal injury, property damage, and improper business practices arising from the negligence or misconduct of BREVARD ZOO or its employees, students or agents in connection with the performance of this Agreement.
- (b) Neither Party shall be liable to the other Party for any special, indirect, incidental or, consequential damages, however caused and whether grounded in tort (including negligence), or any other theory of liability, even if such other Party has been advised of the possibility of such damages.
- (c) Both Parties shall at all times comply, through insurance or self-insurance, with all statutory workers' compensation and employers' liability requirements covering any and all employees with respect to activities performed under this Agreement.
- (d) BREVARD COUNTY agrees to assume any and all liabilities and claims that may be incurred by BREVARD COUNTY in commercial ventures conducted by BREVARD COUNTY in connection with this Agreement; provided such liabilities and claims are not the result of the negligence or willful misconduct of BREVARD ZOO or its employees, students or agents. Additional hold harmless clauses, if applicable, shall be added to subsequent Task Orders.

11. WARRANTY

Other than to complete the Agreement in accordance with any statements of work, BREVARD ZOO makes no warranty, express, implied or otherwise, with respect to use, operation, effectiveness or fitness for any particular purpose of its services performed under this Agreement or their results.

12. INDEPENDENT CONTRACTOR

BREVARD COUNTY contracts for the services of BREVARD ZOO as an independent contractor and not as an employee. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the parties. Neither party shall have the authority to enter into any agreements of any kind on behalf of the other, or to bind or obligate the other to any third party.

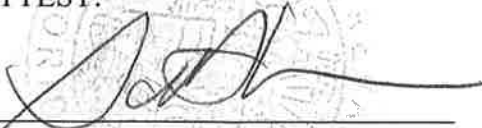
13. PUBLICITY

Neither party shall make reference to the other party in any advertising or publicity matter without prior written approval of the other party.

14. CONTRACTOR REPRESENTATIVES

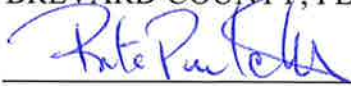
Signatures of Authorized Officials

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

RITA PRITCHETT VICE CHAIRWOMAN

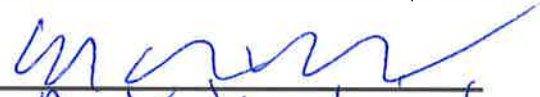
As approved by the Board on 10/24/17

Reviewed for legal form and content:



Christine Valliere, Assistant County Attorney

EAST COAST ZOOLOGICAL SOCIETY (DBA BREVARD ZOO)

By: 

Name: D. Keith Hunter
Title: Executive Director
Date: 12/11/12

EXHIBIT A

Statement of Work

Project: Brevard County Oyster Gardening Program – Phase 5: FY 2017-18

Background: Oyster Gardening is a citizen-based oyster propagation program where juvenile oysters are raised under lagoon-front homeowner's docks and eventually used to populate constructed oyster reef sites in Brevard County. Oyster Gardening participants receive spat-on-shell oysters plus all supplies needed to care for their oysters until they are returned six to nine months later and placed at new reef sites in the Indian River Lagoon. Oyster Gardening workshops are held throughout the county to increase and accommodate public interest, and to provide training and education about oyster gardening, living shorelines, and issues facing the lagoon. The Oyster Gardening Program is executed in partnership with the Brevard Zoo.

Scope:

Live Oyster Propagation:

- Brevard Zoo will secure required permits for oyster gardening (FWC-Special Activity License) and submit associated required reporting directly to FWC.
- Brevard Zoo will conduct sufficient oyster gardening workshops to accommodate public interest and provide all oyster gardening materials/supplies for oyster gardeners and oyster buddies.
- Brevard Zoo will purchase and distribute about 1-million spat on shell to trained oyster gardeners during the fall of each year.
- Brevard Zoo will coordinate oyster gardener engagement in the care and propagation of oysters during the timeframe of this agreement. This will include about six months of oyster propagation and habitat maintenance per spat distribution to produce oysters grown to approximately 1" or larger oysters.
- Brevard Zoo will maintain contact with approximately 1000 oyster gardeners engaged to date and provide regular communication through e-newsletters and social media.

Monitoring:

- Oyster Gardens: Brevard Zoo will conduct site visits one day per week during gardening season of oyster garden locations where site access is allowed.

Reporting:

- Brevard Zoo will provide quarterly draft and final reports to Brevard County summarizing oyster propagation success and milestones.
- Brevard Zoo will provide copies of FWC permits, required reports to FWC, site visit data, workshop registrations and sign-in sheets, presentations, and handouts upon request by Brevard County.

Invoicing:

- Brevard Zoo will submit quarterly invoices for a lump sum reimbursement for costs associated with the tasks of this project for periods ending 12/31/17, 3/31/18, 6/30/18, and 9/30/18.

Timeline for completion: October 1, 2017 – September 30, 2018.

Contractual: \$ 150,000.

Meeting Date
10/24/17



AGENDA	
Section	Consent
Item No.	II.A.2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Perpetual Sanitary Sewer Easement from Canaveral Port Authority to Brevard County Related to the Force Main Under the Barge Canal – District 2. (Fiscal Impact: None)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section / Utility Services Department

Requested Action:

It is requested that the Board of County Commissioners approve and accept the delivery of the Perpetual Sanitary Sewer Easement to replace the Temporary Construction Easement previously approved and accepted by the Board.

Summary Explanation & Background:

The Subject property is located in Section 11, Township 24 South, Range 36 East.

The Board of County Commissioners, at the regular session dated July 26, 2016, approved and accepted the delivery of the Temporary Construction Easement related to the construction of the force main located under the Barge Canal in the area near State Road #3. It was stipulated that upon completion of the work that a survey would be performed to locate the force main and use that location of the force main as the centerline of the Perpetual Sanitary Sewer Easement being considered in this action.

The Canaveral Port Authority, at their regular session dated September 28, 2017, authorized the CPA Chairman to execute the Perpetual Sanitary Sewer Easement to Brevard County for the purpose of maintaining and any future actions related to the force main.

Land Acquisition Policies and Procedures require approval and acceptance by the Board of County Commissioners for all easements.

Fiscal Impact: FY 2017– 2018: No Impact
FY 2018 – 2019: No Impact

Clerk to the Board Instructions:

Exhibits Attached:: Copy of executed Perpetual Sanitary Sewer Easement, Location Map, Clerk memo dated July 27, 2016

Contract /Agreement (If attached): Reviewed by County Attorney		Yes ☐	No ☐	PR ☐
County Manager Frank Abbate	Assistant County Manager John P. Denninghoff	Department Director / Extension Andrew J. Holmes, P.E. / 57202		
	Interim Assistant County Manager Jim Liesenfelt	Jim Helmer / 52091 10/09/17		

BOARD OF COUNTY COMMISSIONERS

AGENDA: PERPETUAL SANITARY SEWER EASEMENT FROM CANAVERAL
PORT AUTHORITY TO BREVARD COUNTY RELATED TO THE BARGE
CANAL FORCE MAIN – DISTRICT 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /
UTILITY SERVICES DEPARTMENT

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u></u>	_____	<u>10/3/17</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u></u>	_____	<u>10/9/17</u>
PUBLIC WORKS Andrew J. Holmes, P.E., Director	<u></u>	_____	<u>10/10/2017</u>
UTILITY SERVICES Jim Helmer, Director	<u></u>	_____	<u>10/09/17</u>

AGENDA DUE DATE: October 10, 2017 for the **October 24, 2017 Board meeting**

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.

BOARD OF COUNTY COMMISSIONERS

AGENDA: PERPETUAL SANITARY SEWER EASEMENT FROM CANAVERAL
PORT AUTHORITY TO BREVARD COUNTY RELATED TO THE BARGE
CANAL FORCE MAIN – DISTRICT 2

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION /
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CONTACT PHONE: 321-690-6847 (5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u></u>	<u> </u>	<u>10/3/17</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney <i>Revised 10/9/17</i>	<u></u>	<u> </u>	<u>10/9/17</u>
PUBLIC WORKS Andrew J. Holmes, P.E., Director	<u> </u>	<u> </u>	<u> </u>
UTILITY SERVICES Jim Helmer, Director	<u> </u>	<u> </u>	<u> </u>

AGENDA DUE DATE: October 10, 2017 for the October 24, 2017 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

MEMORANDUM

TO: Andrew Holmes, Public Works Director

RE: Item II.A.2., Approval and Acceptance of Perpetual Sanitary Sewer Easement from Canaveral Port Authority to Brevard County Related to the Force Main Under the Barge Canal

The Board of County Commissioners, in regular session on October 24, 2017, approved and accepted the delivery of Perpetual Sanitary Sewer Easement to replace the Temporary Construction Easement previously approved and accepted by the Board from Canaveral Port Authority to Brevard County related to the Force Main Under the Barge Canal.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

cc: Utilities Management Director

PERPETUAL SANITARY SEWER EASEMENT

THIS INDENTURE, made this 28th day of September, 2017, between Canaveral Port Authority, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920, as the first party, and Brevard County, Florida, a political subdivision of the State of Florida, as the second party.

WITNESSETH: That the first party, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, its successors and assigns, a perpetual exclusive easement for the sole purpose of installation, maintenance, operation, and repair of sanitary sewer facilities with full right of ingress and egress for the purpose herein stated.

The land affected by the granting of this easement is located in Section 11, Township 24 South, Range 36 East, County of Brevard, State of Florida, and is more particularly described as follows, hereinafter called the Easement Area:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD said easement unto Brevard County and to its successors and assigns.

FURTHERMORE: The second party acknowledges that its sanitary sewer facilities are installed beneath the Barge Canal, a navigable waterway and covenants not to interfere with the navigability of said waterway. The second party further agrees to promptly repair and restore any property of the first party damaged or destroyed by the second party, its contractors, agents, or permittees incident to the use and occupation of said easement. The second party shall indemnify and hold harmless the first party for all claims arising from its use and occupation of said easement.

The first party does hereby covenant with the second party that it is lawfully seized and possessed of the Easement Area and that it has a good and lawful right to convey it or any part thereof.

IN WITNESS WHEREOF, the first party having set their hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness:

Melanie Bradford
(Type or Print Name)

Lisa A. Smothers
(Witness)

Lisa A. Smothers
(Type or Print Name)

Grantor:

CANAVERAL PORT AUTHORITY

BY: Thomas W. Weinberg, as Chairman

STATE OF Florida
COUNTY OF Brevard

**FLORIDA LAW REQUIRES EXECUTION
OF DOCUMENT BEFORE TWO WITNESSES
AND NOTARY PUBLIC**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas W. Weinberg, as Chairman of the CANAVERAL PORT AUTHORITY, to me known to be the person(s) described in the foregoing instrument or who has/have produced _____ as identification and the above named person(s) did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 28th day of September, 2017.
(SEAL)

Melanie L. Bradford
Notary Public

(Name Typed or Printed)

Commission No. _____

Commission Expires: _____



Melanie L. Bradford
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF234989
Expires 6/27/2019

PFME doc.

BCC Agenda Item # _____

Date: _____

LEGAL DESCRIPTION

PARCEL 800

PARENT PARCEL ID# 24-38-11-00-511 AND 518

PURPOSE: PERPETUAL SANITARY SEWER EASEMENT

EXHIBIT "A"

SHEET 1 OF 3

NOT VALID WITHOUT SHEETS
2 AND 3 OF 3

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL #800 (PREPARED BY SURVEYOR)

A parcel of land lying within the Canaveral Port Authority Barge Canal as described in Deed Book 328, Page 435 and Deed Book 329, Page 572 of the Brevard County, Florida Public Records, all in Section 11, Township 24 South, Range 36 East, and being more particularly described as follows:

Begin at the Intersection of the easterly right-of-way line of State Road No.3 (also known as North Courtenay Parkway) a variable width right-of-way as shown on F.D.O.T. map section 70140-2514 with the Northerly right-of-way line of the Canaveral Port Authority Barge Canal pursuant to Deed Book 328 page 435, Deed Book 329 Page 572 and Deed Book 335 page 251 all of the Public Records of Brevard County, Florida, thence North 79°58'05" East along said North right-of-way line of the Canaveral Port Authority Barge Canal, a distance of 92.70 feet; thence South 01°50'25" East, a distance of 505.48 feet to a point on the Southerly right-of-way line of said Canaveral Port Authority Barge Canal; thence South 79°58'05" West, along said Southerly right-of-way line, a distance of 30.31 feet; thence North 01°50'25" West, a distance of 478.53 feet; thence South 83°26'00" West, a distance of 44.26 feet; thence South 18°29'32" East, a distance of 18.94 feet; thence South 71°30'28" West, a distance of 16.51 feet to a point on an existing 30 foot wide forcemain easement as recorded in O.R. Book 2717 page 1654 of said Public Records; thence North 25°31'03" West along the easterly line of said forcemain easement, a distance of 46.86 feet to a point on the aforesaid Northerly right-of-way line of the Canaveral Port Authority Barge Canal; thence North 79°58'05" East along said Northerly right-of-way line, a distance 11.69 feet, to the Point-of-Beginning

Containing 17,242 sq ft or 0.40 acres, more or less, and being subject to any easements or right-of-ways of record.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF FDOT STATE ROAD NO. 3 BEING N04°33'57"W AS SHOWN ON FDOT MAINTNANCE MAP SECTION 70140-2514.
2. THE SKETCH SHOWN HEREON IS A GRAPHIC REPRESENTATION OF THE ATTACHED DESCRIPTION AND IS NOT A BOUNDARY SURVEY.
3. SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION.
4. SEE SHEET 3 OF 3 FOR LEGEND AND VICINITY MAP.
5. THIS SKETCH AND DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND COPIES ARE VALID ONLY WHEN BEARING THE SURVEYORS ORIGINAL SIGNATURE AND EMBOSSED SEAL.
6. THIS SKETCH AND DESCRIPTION IS BASED ON AN AS-BUILT SURVEY BY ALLEN ENGINEERING, JOB #160008, DATED NOVEMBER 4, 2016.
7. THIS SKETCH & DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF AN OWNERSHIP AND ENCUMBRANCE REPORT.
8. CERTIFIED FOR THE EXCLUSIVE USE OF:
**HDR ENGINEERING;
BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS.**

CERTIFICATE:

I hereby certify that the sketch and description shown hereon is true and correct to the best of my knowledge and belief, as performed under my direction and supervision, and that it meets or exceeds the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.052 Florida Administrative Code, pursuant to Section 472.027, Florida statutes.

Joseph Barry Cabaniss, P.L.S.

FLORIDA SURVEYOR'S CERTIFICATE NO.:

BUSSEN-MAYER ENGINEERING CERTIFICATE NO.:

NOT VALID UNLESS SIGNED AND SEALED

Date

4524

3535

PREPARED FOR:

HDR ENGINEERING

PREPARED BY:



Bussen-Mayer Engineering Group

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885



DRAWN BY: A.J.H.

CHECKED BY: J.B.C.

PROJECT NO. 387503

SECTION 11

TOWNSHIP 24 SOUTH

RANGE 36 EAST

DATE: 01/12/17

DRAWING: 387503-SK01.DWG

REVISIONS

DATE

DESCRIPTION

2017/02/10

REV. PER BREVARD COUNTY

2017/03/23

REV. PER PORT

SKETCH OF DESCRIPTION

PARCEL 800

PARENT PARCEL ID# 24-36-11-00-511
AND 518
PURPOSE: PERPETUAL SANITARY
SEWER EASEMENT

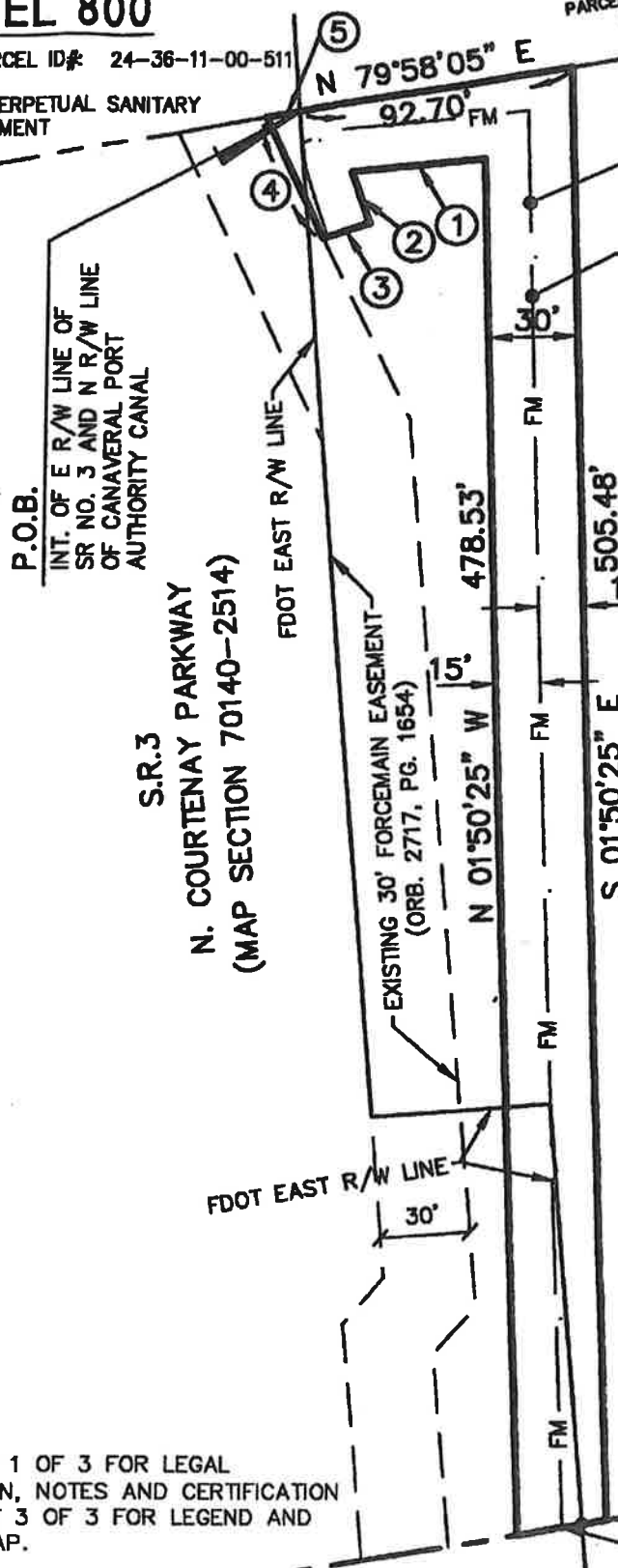
LEGACY BANK OF FLORIDA
PARCEL NO: 24-36-11-00-501
ORB 6116, PG 1225

EXHIBIT "A"

SHEET 2 OF 3

NOT VALID WITHOUT SHEETS
1 AND 3 OF 3

THIS IS NOT A SURVEY



LOCATION OF EXISTING FORCEMAIN
PER LOCATION BY ALLEN ENGINEERING
PARCEL 800
30' WIDE UTILITY EASEMENT
17,242 S.F.
0.40 AC.



SCALE:
1"=60'

- ① S 83°26'00" W 44.26'
- ② S 18°29'32" E 18.94'
- ③ S 71°30'28" W 16.51'
- ④ N 25°31'03" W 46.86'
- ⑤ N 79°58'05" E 11.69'

**CANAVERAL
BARGE
CANAL**

500' RIGHT-OF-WAY (DEED BOOK
328, PAGE 435 AND DEED BOOK
329, PAGE 572, 400' EASEMENT
DEED BOOK 335, PAGE 251)
24-36-11-00-511

NOTE:

SEE SHEET 1 OF 3 FOR LEGAL
DESCRIPTION, NOTES AND CERTIFICATION
AND SHEET 3 OF 3 FOR LEGEND AND
VICINITY MAP.

- JBC/JWS

03/23/17 REV. PER PORT

PREPARED BY:

HDR ENGINEERING

SCALE:

1" = 60'

PROJECT NO.:

387503

SECTION 11

TOWNSHIP 24 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL 800

PARENT PARCEL ID# 24-36-11-00-511 AND 518

PURPOSE: PERPETUAL SANITARY SEWER EASEMENT

EXHIBIT "A"

SHEET 3 OF 3

NOT VALID WITHOUT SHEETS
1 AND 2 OF 3

THIS IS NOT A SURVEY

LEGEND:

(N.I.C.) NOT INCLUDED
P.B. PLAT BOOK
PG. PAGE
R/W RIGHT-OF-WAY
COR. CORNER
C.M. CONCRETE MONUMENT
R/W RIGHT OF WAY
LB LICENSED BUSINESS
RB/C REBAR AND CAP
INT INTERSECTION

FND.
POB

W/
C

— W —

— . . . —

— FM —

FOUND
POINT OF BEGINNING
RECORD
WITH
CENTERLINE
GRAPHICS NOT TO
SCALE
BEARING DEGREE,
MINUTES 7 SECONDS
FORCEMAIN

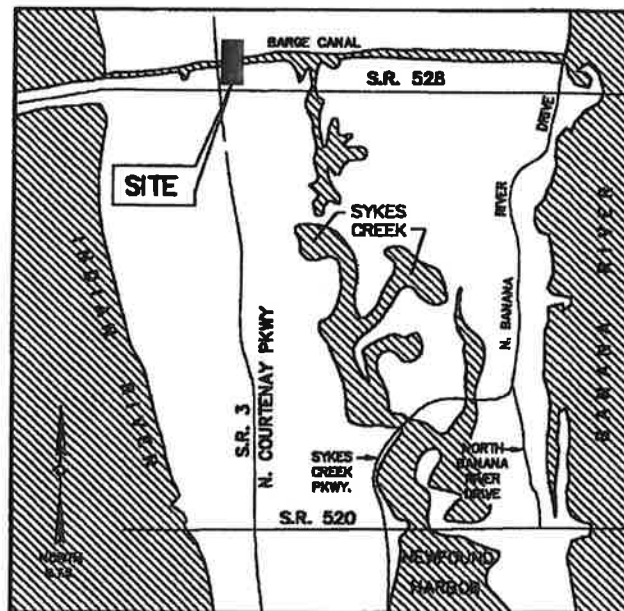
FDOT

(102)

SEC.
TWP.
RNG.
ORB.

FLORIDA DEPARTMENT
OF TRANSPORTATION
FLORIDA DEPARTMENT
OF TRANSPORTATION
PARCEL NUMBER
SECTION
TOWNSHIP
RANGE
OFFICIAL RECORD BOOK

VICINITY MAP



NOTE:

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION, NOTES
AND CERTIFICATION AND SEE SHEET 2 OF 3 FOR
SKETCH OF DESCRIPTION.

PREPARED BY:

HDR ENGINEERING

SCALE:

1" = 60'

PROJECT NO.:

387503

SECTION 11

TOWNSHIP 24 SOUTH

RANGE 36 EAST

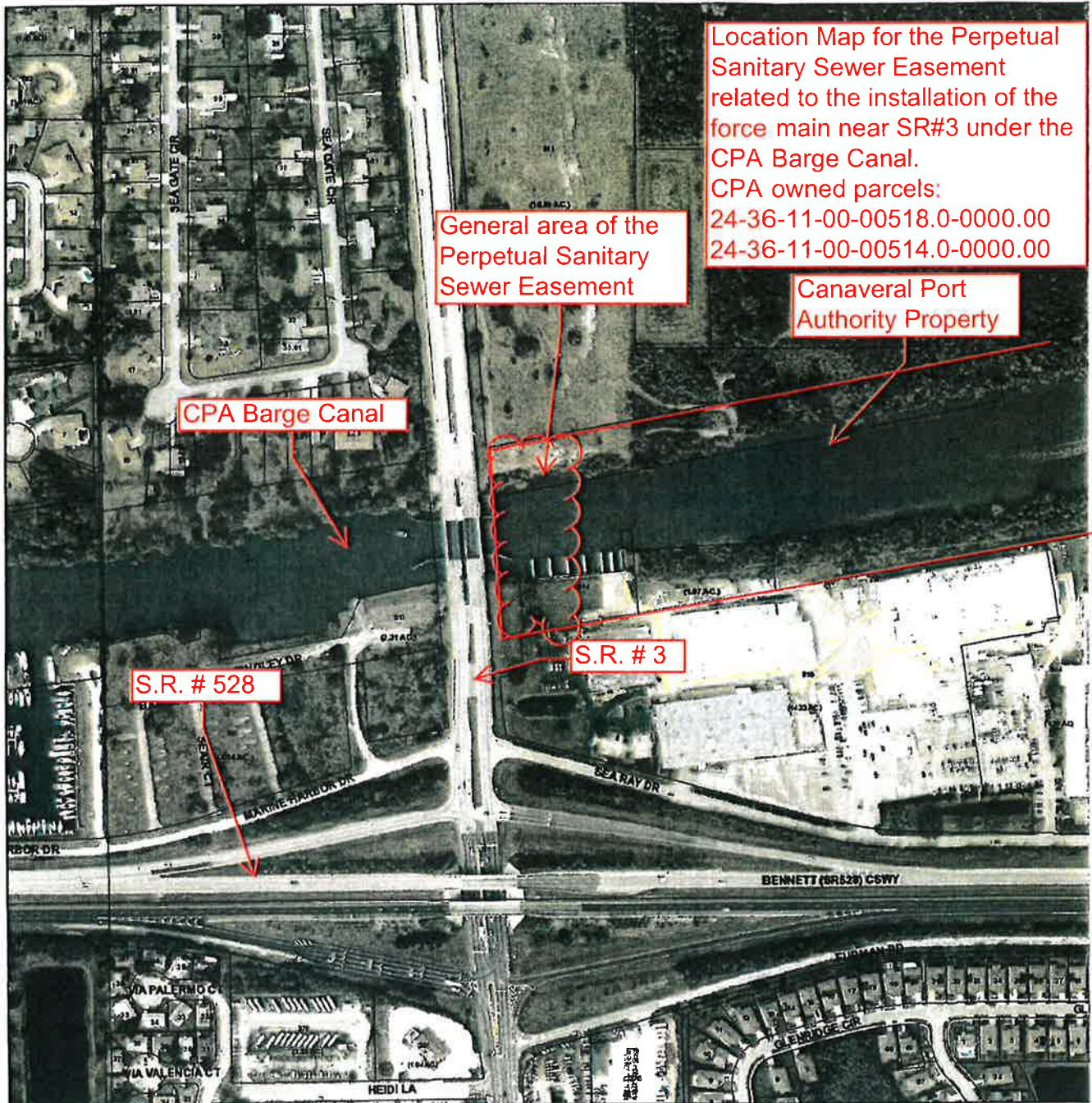
— JBC/JWS

03/23/17 REV. PER PORT



Dana Blickley, CFA
Brevard County Property Appraiser

CPA Barge Canal TCE Location Map



North Government Complex
400 South St, 5th Floor
Titusville, FL 32780
Phone: (321) 264-6700
Fax: (321) 264-6954

Merritt Island Services Complex
2575 N Courtenay Pkwy
Merritt Island, FL 32953
Phone: (321) 454-6620
Fax: (321) 454-6618

Viera Government Center
2725 Judge Fran Jamieson Wy
Viera, FL 32940
Phone: (321) 690-6880
Fax: (321) 690-6883

South Services Complex
1515 Sarno Rd
Melbourne, FL 32935
Phone: (321) 255-4440
Fax: (321) 255-4439

Palm Bay Service Complex
450 Cogan Dr, SE
Palm Bay, FL 32909
Phone: (321) 952-4574
Fax: (321) 952-4573

Document content intended for assessment purposes only. Not a survey. Map layers may not precisely align. Other disclaimers apply.

Printed Monday, May 11, 2015 at 9:33 AM. www.bcpao.us



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

Telephone: (321) 637-2001
Fax: (321) 284-6972
Tammy.Rowe@brevardclerk.us

July 27, 2016

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.8., Temporary Construction Easement from Canaveral Port Authority (CPA) for Installing a Force Main Under the Barge Canal

The Board of County Commissioners, in regular session on July 26, 2016, accepted and approved delivery of the Temporary Construction Easement needed from CPA to be used for the construction of a force main under the Barge Canal.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

A handwritten signature in blue ink that reads "Tammy Rowe".

Tammy Rowe, Deputy Clerk

/cm

cc: Contracts Administration
Asset Management
Finance
Budget



Meeting Date
October 24, 2017



AGENDA	
Section	Consent
Item No.	II. B.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	APPROVAL, RE: EXECUTION OF FY 2017-2018 AGREEMENT WITH STATE OF FLORIDA DEPARTMENT OF HEALTH, BREVARD COUNTY HEALTH DEPARTMENT AND THE HEALTH DEPARTMENT FEE RESOLUTION (FISCAL IMPACT: \$467,415)
DEPT/OFFICE:	Community Services Group / Housing & Human Services

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute: 1) the annual agreement with the State of Florida, Department of Health for operation of the Brevard County Health Department for FY 2017-2018; 2) the Resolution establishing and revising certain fees and charges for Brevard County Health Department and Health and Environmental Services, as authorized by State of Florida Administrative Code or Policy; and 3) to further authorize the Chair, and/or County Manager or designee to execute any future amendments or agreements contingent upon approval of Risk Management and the County Attorney.

Summary Explanation & Background:

The County Health Departments were created pursuant to Chapter 154 F.S. to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services." In order to assure coordination between the State and the County in the operation of the Brevard County Health Department (BCHD), the State and the County enter into an annual agreement.

Per this agreement, the BCHD agrees to maintain 3 levels of service pursuant to Section 154.01(2) F.S. These include Environmental Health Services, Communicable Disease Control Services, and Primary Care Services.

The County will provide administrative and clinic facilities at the following locations – 2575 N. Courtenay Pkwy, Merritt Island; 2725 Judge Fran Jamieson Way, Bldg. A, Viera; 1748 Cedar St., Rockledge; 611 Singleton Ave., Titusville; 2555 Judge Fran Jamieson Way, Viera; and 601 E. University Blvd, Melbourne, FL 32901.

This contract is a renewal with the Florida Department of Health stipulating Public Health services that will be provided by the Brevard County Health Department. The agreement identifies the County's contributions as \$467,415 for the cost of Public Health Services for low-income residents. This contract also sets out the County's responsibility as it relates to facilities, maintenance and equipment, as well as environmental health fee revenues anticipated to be received by the County Health Department.

(Continued on next page)

Clerk to the Board Instructions: Please have Chair sign agreements, then return to HHS for further execution

Exhibits Attached: 1) AO-29s; 2) Annual Agreement w/Brevard County Health Department; 3) BCHD Fee Resolution Summary; 4) BCHD Fee Resolution w/strike-thru; 5) BCHD Fee Resolution

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	☒	No	☐	PR	☐
County Manager	Interim Assistant County Manager		Department Director / Extension				
Frank Abbate	Jim Liesenfeld		Ian Golden, Director (X52007)				

PUBLIC HEALTH VACCINATIONS

- Pneumococcal Vaccination (Pneumonia Shot) - from \$75.00 to \$80.00
- Hepatitis A Vaccination - Adult, Initial/Booster - from \$54.00 to \$56.00
- Measles/Mumps/Rubella - from \$82.00 to \$86.00
- Tetanus (Td) (Decavac) - from \$50.00 to \$53.00
- Typhoid Fever - from \$80.00 to \$83.00
- Varicella - from \$130.00 to \$204.00
- Yellow Fever - \$141.00 to \$159.00

PRIMARY CARE

- Initial/Annual Family Planning Pkg (visit, lab, condoms) - from \$0.00 to \$40.00
- Pregnancy Test - from \$20.00 to \$25.00
- Sexually Transmitted Diseases (STD) screen w/Urine Test - from \$35.00 to \$40.00
- Sexually Transmitted Diseases (STD) screen w/o Urine Test - from \$25.00 to \$30.00
- TB Screening Test - from \$25.00 to \$30.00

ENVIRONMENTAL HEALTH

- Late Fee for: Public Swimming Pools, Mobile Home Parks, Migrant Labor Camps, Tanning Facilities, Drinking Water, Animal Care Facilities - from \$25.00 to \$35.00
- Reinspection Fee for: Public Swimming Pools, Mobile Home Parks, Migrant Labor Camps, Biomedical Waste Generators, Tanning Facilities, Body Piercing, Tattooing, Drinking Water, Adult Entertainment, Animal Care, Other Public Building - from \$50.00 to \$60.00
- Tanning Facilities - Plan Review Fee For New Tanning Facilities or Modifications - from \$0.00 to \$40.00
- Movie Theatres - Annual Permit - State Fee - from \$190.00 to \$40.00
- Food Service - Plan Review For New Facilities - from \$40.00/hour to a \$40.00 flat fee plus a BCC resolution fee - from \$0.00 to \$35.00 (revenue neutral)
- Food Service - Plan Review For Modifications Only - from \$40.00/hour to a \$40.00 flat fee plus a BCC resolution fee - from \$0.00 to \$10.00 (revenue neutral)
- Food Service - Temporary Event establishment inspection - from \$20.00 to \$40.00
- Well Construction Program - Emergency Well Permanent - from \$0.00 to \$25.00

Contact: Juanita Davis, Assistant Director (633-2007)

Fiscal Impact: FY17/18 – The impact to General Fund will be \$467,415. Funds are budgeted in Fund 0001, Cost Center 201470.

FY 18/19– There will be a fiscal impact to the General Fund, if approved by the BOCC.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

M E M O R A N D U M

TO: Ian Golden, Housing and Human Services Director Attn: Juanita Davis

RE: Item II.B.1., Fee Resolution and Agreement with State of Florida, Department of Health, for Operation of the Brevard County Health Department for FY 2017-2018

The Board of County Commissioners, in regular session on October 24, 2017, adopted Resolution No. 17-212, establishing and revising certain fees and charges for Brevard County Health Department and Health and Environmental Services, as authorized by State of Florida Administrative Code or Policy; executed Agreement with State of Florida, Department of Health, for operation of the Brevard County Health Department for FY 2017-2018; and authorized the Chairman, and/or County Manager, or his designee, to execute any future amendments or agreements contingent upon approval of Risk Management and the County Attorney. Enclosed are three fully-executed Resolutions and four executed Agreements.

Upon execution by State of Florida, Department of Health, please forward a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (7)

cc: Contracts Administration
Finance
Budget

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Brevard County Health Department State and Core County Contract	
2. Fund/Account #: 001-201470-5340000	3. Department Name: Housing & Human Services
4. Contract Description: Public Health Services, Adult Dental Clinics and Indigent Maternity Programs	
5. Contract Monitor: Lesley Singleton, ext. 5-2695	7. Contract Type:
6. Dept/Office Director: Ian Golden	SERVICES

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	☐	☐	_____	_____
Risk Management	☐	☐	_____	_____
County Attorney	☐	☐	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	☐	☐	_____	_____
Risk Management	☒	☐	Lairsey, Matt Director, Housing & Human Services 100 N. Rockledge Ave., Suite 200 Brevard County, FL 32940 Tel: 321-953-2200	10/10/2017
County Attorney	☐	☐	_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Brevard County Health Department State and Core County Contract	
2. Fund/Account #: 001-201470-5340000	3. Department Name: Housing & Human Services
4. Contract Description: Public Health Services, Adult Dental Clinics and Indigent Maternity Programs	
5. Contract Monitor: Lesley Singleton, ext. 5-2695	7. Contract Type: SERVICES
6. Dept/Office Director: Ian Golden	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	☐	☐	_____	_____
Risk Management	☐	☐	_____	_____
County Attorney	☐	☐	_____	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	☒	☐	<i>[Signature]</i>	10/03/17
Risk Management	☐	☐	_____	_____
County Attorney	☒	☐	<i>[Signature]</i>	10/9/17

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

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Fee Resolution for Brevard County Health Department Recommended Changes for FY 2017-2018

<u>Service</u>	<u>Current County Fee</u>	<u>Proposed County Fee</u>	<u>Amount of Change</u>	<u>Reason for Change</u>
<u>PUBLIC HEALTH VACCINATIONS</u>				
Pneumococcal Vaccination (Pneumonia Shot)	\$75.00	\$80.00	\$5.00	To cover the increased cost of the vaccine from the vendor
Hepatitis A Vaccination - Adult, Initial / Booster	\$54.00	\$56.00	\$2.00	To cover the increased cost of the vaccine from the vendor
Measles / Mumps / Rubella	\$82.00	\$86.00	\$4.00	To cover the increased cost of the vaccine from the vendor
Tetanus (Td) (Decavac)	\$50.00	\$53.00	\$3.00	To cover the increased cost of the vaccine from the vendor
Typhoid Fever	\$80.00	\$83.00	\$3.00	To cover the increased cost of the vaccine from the vendor
Varicella	\$130.00	\$204.00	\$74.00	To cover the increased cost of the vaccine from the vendor
Yellow Fever	\$141.00	\$159.00	\$18.00	To cover the increased cost of the vaccine from the vendor
<u>PRIMARY CARE</u>				
Initial/Annual Family Planning Pkg (visit, lab, condoms)	\$0.00	\$40.00	\$40.00	New Service - To provide new family planning services for males
Pregnancy Test	\$20.00	\$25.00	\$5.00	To cover the increased cost of the lab tests from the vendor
STD (Sexually Transmitted Diseases) screen w Urine Test	\$35.00	\$40.00	\$5.00	To cover the increased cost of the lab tests from the vendor
STD (Sexually Transmitted Diseases) screen wo Urine Tes	\$25.00	\$30.00	\$5.00	To cover the increased cost of the lab tests from the vendor
TB Screening Test	\$25.00	\$30.00	\$5.00	To cover the increased cost of the screening test from the vendor

Fee Resolution for Brevard County Health Department Recommended Changes for FY 2017-2018

<u>Service</u>	<u>Current County Fee</u>	<u>Proposed County Fee</u>	<u>Amount of Change</u>	<u>Reason for Change</u>
<u>ENVIRONMENTAL HEALTH</u>				
Late Fee for: Public Swimming Pools, Mobile Home Parks, Migrant Labor Camps, Tanning Facilities, Drinking Water, Animal Care Facilities	\$25.00	\$35.00	\$10.00	Penalty Charge - To cover the increased costs of re-processing inspection documents when the original invoice is not paid by the due date. Late invoice payment penalty fee.
Reinspection Fee for: Public Swimming Pools, Mobile Home Parks, Migrant Labor Camps, Biomedical Waste Gen. Tanning Facilities, Body Piercing, Tattooing, Drinking Water, Adult Entertainment, Animal Care, Other Public Building	\$50.00	\$60.00	\$10.00	Penalty Charge - To cover the increased cost of re-processing inspection documents and performing field re-inspections when the vendor's work was not performed in accordance with permit regulations after the first two inspection visits. (Note: There is no charge for the first re-inspection)
Tanning Facilities - Plan Review Fee For New Tanning Facilities or Modifications	\$0.00	\$40.00	\$40.00	Establish New Fee - To cover the costs incurred by reviewing submitted plans for new Tanning facilities or plans for modifications of existing Tanning facilities.
Movie Theatres - Annual permit - State Fee	\$190.00	\$40.00	(\$150.00)	Fee Decrease - Decrease in State Permit fees for this service.
Food Service - Plan Review For New Facilities - BCC resolution fee	\$40.00/hour \$0.00	\$40.00/ flat fee \$35.00	\$35.00	Fee Simplification - To simplify charges from hourly rate to flat rate To recoup fee decrease from simplifying from hourly to flat fees (Note: The net result to the vendor is budget neutral or less)
Food Service - Plan Review For Modifications Only - BCC resolution fee	\$40.00/hour \$0.00	\$40.00/ flat fee \$10.00	\$10.00	Fee Simplification - To simplify charges from hourly rate to flat rate To recoup fee decrease from simplifying from hourly to flat fees (Note: The net result to the vendor is budget neutral or less)
Food Service - Temporary Event establishment inspection	\$20.00	\$40.00	\$20.00	To cover the full costs of performing Temporary Event food inspections
Well Construction Program - Emergency Well Permit	\$0.00	\$25.00	\$25.00	Establish New Fee - To cover the cost of performing emergency well permit inspections on reported broken flowing wells.

RESOLUTION 17-212

BREVARD COUNTY, FLORIDA

THE FOLLOWING RESOLUTION ESTABLISHING AND REVISING CERTAIN FEES AND CHARGES FOR HEALTH AND ENVIRONMENTAL SERVICES OF THE BREVARD COUNTY HEALTH DEPARTMENT AND REPEALING PAST RESOLUTIONS INCONSISTENT WITH THIS RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA ON THE 24 DAY OF OCTOBER, 2017.

WHEREAS, Chapter 154, Florida Statutes, authorizes the Board of County Commissioners to establish public health service fees; and

WHEREAS, the Board of County Commissioners has entered into a contract with the State of Florida Department of Health, and

WHEREAS, the Board of County Commissioners of Brevard County, Florida, in order to support and expand existing public health services to the community at large, finds it appropriate to establish such fees and revise them as needed from time to time; and

WHEREAS, the current fee and service schedule is in need of revision in order to accurately reflect services and charges offered as directed under the revised Florida Administrative Code; and

WHEREAS, except as provided by law, fees remain in Brevard County to help offset the cost of public health services, and

WHEREAS, the Board of County Commissioners of Brevard County, Florida has determined that the fees and charges hereinafter specified are reasonable.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Brevard County, Florida, hereby establishes the following fees for the Brevard County Health Department.

SECTION 1. FLORIDA DEPARTMENT OF HEALTH IN BREVARD COUNTY

FEE SCHEDULE

The schedule of fees and charges for review of the Brevard County Health Department shall henceforth be as follows:

SECTION A. ENVIRONMENTAL HEALTH SERVICES

The following Environmental Health fees are hereby adopted as authorized by State of Florida Administrative Code or Policy, unless otherwise indicated.

A. Public Swimming Pools and Bathing Places

Annual permits are prorated semi-annually

1. Annual operating permit - up to and including 25,000 gallons
 - State fee \$ 125.00
 - BCC resolution fee 100.00
 - Total \$ 225.00
2. Annual operating permit - more than 25,000 gallons
 - State fee \$ 250.00
 - BCC resolution fee 100.00
 - Total \$ 350.00
3. Exempted Condo or Co-op Pools (over 32 units)
 - State fee \$ 50.00
 - BCC resolution fee 100.00
 - Total \$ 150.00
4. Re-inspection (no charge for 1st reinspection)
 - BCC resolution fee \$ 60.00
 - Total \$ 60.00
5. Initial Operating Permit
 - State fee \$ 150.00
 - BCC resolution fee 50.00
 - Total \$ 200.00
6. Exempted Condo or Co-op Pools (32 units or less)
 - BCC resolution fee \$ 100.00
7. Bathing Place Sampling Request per visit
 - BCC resolution fee Lab Cost + \$30.00

8. River Sampling Request per visit
 - BCC resolution fee Lab Cost + \$30.00
9. Late fee - (on permits paid after June 30)
 - BCC resolution fee \$ 35.00
10. Variance Request
(full amount is transferred to Bureau of Water)
 - State Fee \$300.00

B. Mobile Home & Recreational Vehicle Parks

Fees are prorated on a quarterly basis

1. Annual permit for 5 – 25 spaces
 - State Fee \$ 100.00
 - BCC resolution fee 75.00
 - Total \$ 175.00
2. Annual permit for 26-149 spaces
 - State Fee - per space \$ 4.00
 - BCC resolution fee \$ 75.00
3. Annual permit for 150 and above spaces
 - State Fee \$ 600.00
 - BCC resolution fee 75.00
 - Total \$ 675.00
4. Re-Inspection fee (no charge for first re-inspection)
 - BCC resolution fee \$ 60.00
5. Late fee (on permits paid after October 1)
 - BCC resolution fee \$ 35.00

C. Migrant Labor Camps

No Proration

1. Annual permit for facilities with 5 to 50 occupants
 - State fee \$ 125.00
2. Annual permit for facilities with 51-100 occupants
 - State fee \$ 225.00
3. Annual permit for facilities with over 100 occupants
 - State fee \$ 500.00
4. Re-Inspection Fee (no charge for first re-inspection)
 - BCC resolution fee \$ 60.00

- | | | |
|----|--|----------|
| 5. | Late Fee (on permits paid after October 1) | |
| | - BCC resolution fee | \$ 35.00 |

D. Biomedical Waste Generators
No Proration

- | | | |
|----|--|--------------|
| 1. | Initial permit - Biomedical Waste Generators,
Storage or Treatment | |
| | - State fee | \$ 85.00 |
| | - BCC resolution fee | <u>10.00</u> |
| | Total | \$ 95.00 |
| 2. | Renewal of annual permit (except exempt generator
producing less than 25 lbs/30 days) postmarked
by October 1 | |
| | - State fee | \$ 85.00 |
| | - BCC resolution fee | <u>10.00</u> |
| | Total | \$ 95.00 |
| 3. | Renewal of annual permit (except exempt generator
producing less than 25 lbs/30 days) postmarked
after October 1 | |
| | - State fee | \$ 105.00 |
| | - BCC resolution fee | <u>10.00</u> |
| | Total | \$ 115.00 |
| 4. | Initial Transporter Registration (includes one truck) | |
| | - State fee | \$ 85.00 |
| 5. | Initial Registration of Each Additional Truck | |
| | - State fee | \$ 10.00 |
| 6. | Annual Registration Renewal (postmarked by 10/01,
includes one truck) | |
| | - State fee | \$ 85.00 |
| 7. | Annual Registration Renewal (postmarked after 10/01,
Includes one truck) | |
| | - State fee | \$ 105.00 |
| 8. | Annual Registration of Each Additional Truck | |
| | - State fee | \$ 10.00 |
| 9. | Re-Inspection Fee (no charge for first re-inspection) | |
| | - BCC resolution fee | \$ 60.00 |

E. Tanning Facilities

Fees are prorated on a quarterly basis

1.	Annual License State fee-Facility (with one device) .	\$ 150.00
	- State fee for each additional device	\$ 55.00
	- BCC resolution fee	\$ 25.00
2.	Late fee (on permits paid after October 1)	
	- State fee	\$ 35.00
3.	Maximum license fee that can be charged for tanning Facilities	
	- State fee	\$ 315.00
	- BCC resolution fee	<u>25.00</u>
	Total Maximum license fee that can be charged . . .	\$ 340.00
4.	Re-inspection fee (no charge after first re-inspection)	
	- BCC resolution fee	\$ 60.00
5.	Plan Review Fee (For New Facilities or Modifications)	
	- BCC resolution fee	\$ 40.00

F. Body Piercing

Fees are prorated on a quarterly basis – Initial license only

1.	Initial License	
	- State fee	\$ 150.00
2.	Temporary Establishment	
	- State fee	\$ 75.00
3.	Annual Renewal License Fee	
	- State fee	\$ 150.00
4.	Late fee (on permits paid after October 1)	
	- State fee	\$ 100.00
5.	Re-Inspection fee (no charge after first re-inspection)	
	- BCC resolution fee	\$ 60.00

G. Tattooing

No Proration

1.	Initial Establishment License	
	- State fee	\$ 200.00

2.	Temporary Establishment License	
	- State fee	\$ 200.00
3.	Annual Establishment Renewal License	
	- State fee	\$ 200.00
4.	Tattoo Artist License	
	- State fee	\$ 60.00
5.	Tattoo Artist Renewal License	
	- State fee	\$ 60.00
6.	Guest Tattoo Artist Registration	
	- State fee	\$ 35.00
7.	Guest Tattoo Artist Re-registration	
	- State fee	\$ 35.00
8.	Reactivation Tattoo Establishment License (Late Fee)	
	- State fee	\$ 75.00
9.	Reactivation of Tattoo Artist License (Late Fee)	
	- State fee	\$ 25.00
10.	Re-Inspection fee (no charge for first re-inspection)	
	- BCC resolution fee	\$ 60.00

H. Food Service

Fees are prorated on a quarterly basis

1.	Annual Permit for Fraternal/Civic organizations,	
	- State fee	\$ 190.00
	- BCC resolution fee	<u>40.00</u>
	Total Annual Permit Fee	\$ 230.00
2.	Annual permit for School Cafeteria:	
	operating for 9 months or less	
	- State fee	\$ 170.00
	- BCC resolution fee	<u>20.00</u>
	Total Annual Permit Fee	\$ 190.00
3.	Annual Permit School Cafeteria Operating for more	
	than 9 months	
	- State fee	\$ 200.00

4.	Annual permit for Movie Theatres	
	- State fee	\$ 40.00
	- BCC resolution fee	<u>40.00</u>
	Total Annual Permit Fee	\$ 80.00
5.	Annual Permit for Jails/Prisons	
	- State fee	\$ 250.00
6.	Annual Permit for Bars/Lounges (Drink Service Only)	
	- State Fee	\$ 190.00
	- BCC resolution fee	<u>40.00</u>
	Total Annual Permit Fee	\$ 230.00
7.	Annual permit for Residential Facilities	
	- State fee	\$ 135.00
	- BCC resolution fee	<u>40.00</u>
	Total Annual Permit Fee	\$ 175.00
8.	Annual permit for Limited Food Service	
	- State fee	\$ 110.00
9.	Annual permit Other Food Service	
	- State fee	\$ 190.00
	- BCC resolution fee	<u>40.00</u>
	Total Annual Permit Fee	\$ 230.00
10.	Annual permit for Catering Service	
	- State fee	\$ 180.00
11.	Annual permit for Mobile Food Unit	
	- State fee	\$ 180.00
12.	Annual permit for Vending Machine dispensing Potentially Hazardous Food (PHF)	
	- State fee	\$ 85.00
13.	Annual permit for multiple food operations operating in the same building	
	- State fee	\$ 300.00
14.	Plan Review For New Facilities	
	- State fee	\$ 40.00
	- BCC resolution fee	<u>35.00</u>
	Total Plan Review Fee for New Facilities	\$ 75.00

15.	Plan Review For Modifications Only	
	- State fee	\$ 40.00
	- BCC resolution fee	<u>10.00</u>
	Total Plan Review Fee for Modifications	\$ 50.00
16.	Food Worker Training (per person)	
	- State fee	\$ 10.00
17.	Request for Inspection	
	- State fee	\$ 40.00
18.	Re-inspection Fee (no charge for first re-inspection)	
	- State fee	\$ 75.00
19.	Late fee (on permits paid after October 1)	
	- State fee	\$ 25.00
	- BCC resolution fee	<u>10.00</u>
	Total Late Fee	\$ 35.00
20.	Alcoholic Beverage Inspection Approval	
	- State fee	\$ 30.00
21.	Temporary event for Food Service establishment for Sponsor without an existing sanitation certificate (serving non-PHF for 4 or more days or serving PHF for any number of days)	
	- State fee	\$ 100.00
	- BCC resolution fee	<u>20.00</u>
	Total fee	\$ 120.00
22.	Temporary Event for Food Service establishment vendor or booth w/o existing sanitation certificate (if serving PHF and not licensed by a State agency for food service, serving non-PHF for 4 or more days, or currently State licensed for food service by another agency and serving PHF for 4 or more days)	
	- State fee	\$ 50.00
23.	Temporary Event for Food Service establishment for Sponsor with an existing sanitation certificate serving Any type of food or w/o existing sanitation certificate and serving non-PHF for 3 days or less) for any number of days)	
	- BCC resolution fee	\$ 40.00

H. Onsite Sewage Treatment and Disposal Systems – OSTDS (Septic Tanks)
 No Proration (except OSTED Service – prorated quarterly)

1.	Application fee – includes application and plan review for new systems (including holding tanks but not including new performance-based treatment systems).	
	- State fee	\$ 100.00
2.	Application and approval for existing system (does not include system inspection)	
	- State fee	\$ 35.00
	- BCC resolution fee	<u>25.00</u>
	Total	\$ 60.00
3.	Application and Existing System evaluation for Repairs and modifications)/Inspection of existing system	
	- State fee	\$ 50.00
4.	Application for permitting of a new Performance-Based Treatment System	
	- State fee	\$ 125.00
5.	Site evaluation	
	- State fee	\$ 115.00
6.	Site re-evaluation	
	- State fee	\$ 50.00
7.	Permit for a new system or system repair	
	- State fee	\$ 55.00
	- State research and training surcharge fee	5.00
	- BCC resolution fee	<u>135.00</u>
	Total	\$ 195.00
8.	Permit for modification of a system	
	- State fee	\$ 55.00
	- BCC resolution fee	<u>135.00</u>
	Total	\$ 190.00
9.	Permit for holding tank (s)	
	- State Fee	\$ 55.00
	- State research fee	<u>5.00</u>
	Total	\$ 60.00

10.	Initial system inspection	
	- State fee	\$ 75.00
11.	Mound stabilization inspection fee	
	- BCC resolution fee	\$ 25.00
12.	Excavation inspection fee	
	- BCC resolution fee	\$ 10.00
13.	Re-inspection fee per each non-compliance re-inspection	
	- State fee	\$ 50.00
	- BCC resolution fee	<u>25.00</u>
	Total	\$ 75.00
14.	System abandonment permit (includes permit issuance and inspection)	
	- State fee.	\$ 50.00
	- BCC resolution fee	<u>20.00</u>
	Total	\$ 70.00
15.	Annual operating permit fee for systems in Industrial Manufacturing and equivalent areas, and for systems receiving commercial waste	
	- State fee	\$150.00
16.	Amendments or changes to the operating permit during the permit period per change or amendment	
	- State fee	\$ 50.00
17.	Aerobic treatment unit oper. Permit (every 2 years)	
	- State fee	\$ 100.00
	- BCC resolution fee	<u>50.00</u>
	Total	\$ 150.00
18.	Biennial operating permit fee for performance-based treatment systems. A prorated fee is to be charged beginning with second year of operation	
	- State fee	\$ 100.00
	- BCC resolution fee	<u>50.00</u>
	Total	\$ 150.00
19.	Review of application due to proposed amendments or changes after initial operating permit issuance for a performance-based treatment system	
	- State fee	\$ 75.00

20.	Septic tank manufacturer's inspection per year	
	- State fee	\$ 100.00
	- BCC resolution fee	<u>75.00</u>
	Total	\$ 175.00
21.	Septic disposal service permit (annual)	
	- State fee	\$ 75.00
	- BCC resolution fee	<u>100.00</u>
	Total	\$ 175.00
22.	Portable or temporary toilet service permit (annual)	
	- State fee	\$ 75.00
	- BCC resolution fee	<u>100.00</u>
	Total	\$ 175.00
23.	Additional charge per pump-out vehicle as it relates to items 20 and 21 above	
	- State fee	\$ 35.00
	- BCC resolution fee	<u>25.00</u>
	Total	\$ 60.00
24.	Septage stabilization facility inspection fee per year	
	- State fee	\$ 150.00
25.	Septage disposal site evaluation fee per year	
	- State fee	\$ 200.00
26.	Aerobic treatment unit maintenance entity annual permit	
	- State fee	\$ 25.00
27.	Variance application for a single family residence per each lot or building site (State variance)	
	- State fee	\$ 200.00
	- BCC resolution fee	<u>100.00</u>
	Total	\$ 300.00
28.	Variance application for a multi-family or commercial building per each building site (State variance)	
	- State fee	\$ 300.00
	- BCC resolution fee	<u>125.00</u>
	Total	\$ 425.00
29.	Variance application for Brevard County code requirements	
	- BCC resolution fee	\$ 90.00
30.	Land Development Application review fee	
	- BCC resolution fee	\$ 50.00

31. Late Fees for Delinquent Onsite Sewage Operating Permits
 - BCC resolution fee \$ 35.00

I. Drinking Water

Fees are prorated on a quarterly basis

Except systems constructed on or after 01/01/1993 have no proration

1. Public water system construction and operation permit fee – Limited use (First year)
 - State fee \$ 90.00
 - BCC resolution fee 20.00
 - Total \$ 110.00
2. Public water system annual operation permit fee – Limited use (Second year and beyond or change of owner/business)
 - State fee \$ 90.00
 - BCC resolution fee 20.00
 - Total \$ 110.00
3. Multi-Family Water System Construction Permit
 - State fee \$ 75.00
4. Initial operating permit fee after March 31 of any year
 - State fee \$ 45.00
 - BCC resolution fee 10.00
 - Total \$ 55.00
5. Non-SDWA Lab Sample (Sample collection/Review of analytical results/Health risk interpretation):
 - Microbiological Sample Collection
 - State fee \$ 50.00
 - BCC resolution fee Lab cost + 10.00
 - Total Lab cost + \$ 60.00
 - Chemical Sample Collection
 - State fee \$ 60.00
 - BCC resolution fee Lab cost + 10.00
 - Total Lab cost + \$ 70.00

Combined Microbiological and Chemical Collection	
- State fee	\$ 70.00
- BCC resolution fee	Lab cost + <u>10.00</u>
Total	Lab cost + \$ 80.00
6. Re-Inspection of Multi-family water system (no charge for first re-inspection)	
- State fee	\$ 40.00
- BCC resolution fee	<u>20.00</u>
Total	\$ 60.00
7. Re-inspection of Limited Use Public water system (no charge for first re-inspection)	
- State fee	\$ 40.00
- BCC resolution fee	<u>20.00</u>
Total	\$ 60.00
8. Delineated Area clearance fee	
- State fee	\$ 50.00
9. Limited use commercial Public Water system registration or re-registration	
- State fee	\$ 15.00
10. Family Day Care establishment, Annual operating permit	
- State fee	\$ 30.00
11. Family Day Care establishment, Initial Operating Permit fee after March 31	
- State fee	\$ 15.00
12. SDWA Lab Sample (Sample collection/Review of Analytical Results/Health risk interpretation):	
Microbiological water sampling per site visit	
- BCC resolution fee	Lab cost + \$ 50.00
Chemical water sampling per site visit	
- BCC resolution fee	Lab cost + \$60.00
Combined Microbiological and Chemical Collection per site visit	
- BCC resolution fee	Lab cost + \$70.00

13. Chemical sampling per site visit for delineated areas
 - BCC resolution fee Lab cost + \$ 60.00
14. Late Fee (on permits paid after October 1)
 - BCC resolution fee \$ 35.00

J. Miscellaneous Program Facilities
No Proration

1. Adult Entertainment fee (no bar)
 - BCC resolution fee \$ 35.00
2. Animal Care Facility permit fee
 - BCC resolution fee \$ 75.00
3. Animal Shelter permit fee
 - BCC resolution fee \$ 75.00
4. Other Public Building fee
 - BCC resolution fee \$ 40.00
5. Re-Inspection fee (no charge for first re-inspection)
 - BCC resolution fee \$ 60.00
6. Late Fee for Animal Care Facility
(on permits paid after expiration date)
 - BCC resolution fee \$ 35.00

K. Group Care Facilities
No Proration

1. Adult Congregate Living Facility fee
 - BCC resolution fee \$ 35.00
2. Foster Home fee
 - BCC resolution fee \$ 25.00
3. Intermediate Care Facility fee
 - BCC resolution fee \$ 35.00
4. Residential Facility (Private) fee
 - BCC resolution fee \$ 35.00
5. Re-Inspection fee (no charge for first re-inspection)
 - BCC resolution fee \$ 50.00

L. Well Construction Program – St. Johns River Water Management District

1. Public Well Construction permit (D.E.P. 62-555)
 - BCC resolution fee \$ 300.00
2. Public Well Construction, permit (D.O.H., Limited Use 64E-8)0.00
 - BCC resolution fee \$ 200.00
3. Private Residential Potable Well and Alternative Emergency Use Well Construction Permit
 - BCC resolution fee \$ 150.00
4. Irrigation Well Construction Permit
 - BCC resolution fee \$ 75.00
5. Monitoring Well Construction Permits
 - BCC resolution fee (for one) \$ 50.00
 - BCC resolution fee (2 or more on one site/facility) . . . \$ 100.00
6. Well Abandonment Permit
 - BCC resolution fee \$ 35.00
7. Re-inspection or Reinvestigation of Complaint
 - BCC resolution fee \$ 50.00
8. Late Fee / No Application for Public Well Construction, D.E.P. 62-555 (includes permit fee)
 - BCC resolution fee \$ 600.00
9. Late Fee / No Application for Public Well Construction, D.O.H. Limited Use 64E-8 (includes permit fee)
 - BCC resolution fee \$ 400.00
10. Late Fee / No Application for Portable Well Construction And Alternative Emergency Use Wells (includes permit fee)
 - BCC resolution fee \$ 300.00
11. Late Fee / No Application for Irrigation Well Construction (includes permit fee)
 - BCC resolution fee \$ 150.00
12. Late Fee / No Application for Monitoring Well Construction (1) (includes permit fee)
 - BCC resolution fee \$ 100.00

13. Late Fee / No Application for Monitoring Well Construction
(2 or more on one site/facility) (includes permit fee)
 - BCC resolution fee \$ 200.00
14. Late Fee / No Application for Well Abandonment
(includes permit fee)
 - BCC resolution fee \$ 70.00
15. Drinking Water Bacteriological Test (not sampled by D.O.H)
 - BCC resolution fee Lab cost
16. Well Variance Request
 - BCC resolution fee \$ 150.00
17. Requested Site evaluation
 - BCC resolution fee \$ 50.00
18. Emergency Well Permit
 - BCC resolution fee \$ 25.00

M. Other Services

1. Review and revision of Plot Plan or Septic Plan for
commercial, single family residence, mobile home
installations or septic installs
 - BCC resolution fee \$ 30.00
2. Permit reviews for house decks, screen enclosures,
glass rooms, car ports canopies, sheds, pools and
related structures
 - BCC resolution fee \$ 30.00
3. Water to air (HVAC) plan review
 - BCC resolution fee \$ 20.00
4. Copying of Public Records
 - BCC resolution fee \$.25 per page

SECTION B. PRIMARY CARE SERVICES

A. Primary Care Services:

1. Acute/Episodic Illness - Primary care services will be charged on a fee-for-service basis using the current Medicaid fee schedule for each service unless otherwise indicated. The fee will be derived by considering the type of visit, the client sliding fee group based on Federal OMB Guidelines, and the State Medicaid rate. Medicaid insurance will be accepted as full payment.
2. Family Planning - The fee will be derived by considering the type of visit, the client sliding fee group based on Federal OMB Guidelines, and the State Medicaid rate unless otherwise indicated. Medicaid insurance will be accepted as full payment.
3. Well Child Services - The fee will be derived by considering the client sliding fee group, which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate established by the State Medicaid program unless otherwise indicated. Medicaid insurance will be accepted as full payment.
4. Maternity Services - Clients who are presumed eligible will receive continued prenatal care through delivery and postpartum care. Eligible uninsured Prenatal care clients will be placed on a self-pay global maternity payment package. Medicaid insurance will be accepted as full payment.
5. Dental Services - The fee is based on the Medicaid rate for pediatric patients unless otherwise indicated. Brevard County residents between the ages of 4 -18 who do not have Medicaid insurance will qualify for the Uninsured Pediatric Dental Care program. The Volunteer Adult Dental Program is available for eligible adult visits.
6. Pharmacy – The Brevard County Health Department does not operate an in-house retail Pharmacy.
7. P.A.T.H. (Primary Access to Health) services, in collaboration with Space Coast Volunteers in Medicine, are available to adults who are uninsured and whose income meets the eligibility guidelines. These services are available at specific locations during specific days and times on an appointment basis.

Flat Fee Services

Services that do not appear on the Medicaid fee schedule are assigned a flat fee. These services are itemized below:

1.	Initial/Annual Family Planning Package (Includes visit, contraception method and basic lab)	\$ 100.00
2.	Initial/Annual Family Planning Package (Includes visit, Condoms and basic lab)	\$ 40.00
3.	Supply Visit for Family Planning (Includes visit and contraception method)	\$ 50.00
4.	Pregnancy test and Counseling	\$ 25.00
5.	STD (Sexually Transmitted Diseases) screening w/ Urine Test	\$ 40.00
6.	STD (Sexually Transmitted Diseases) screening w/o Urine Test	\$ 30.00
7.	TB Screening Test and Assessment for pre-employment, continued employment or school/college/university entry requirement. This includes the screening assessment form (if indicated) or the Tuberculin (TB) skin test, with reading, Nurse counseling, education and follow up (if needed)	\$ 30.00
8.	Laboratory specimen collection draw fee (Lab Only Visits), per patient	\$ 12.00
9.	Tuberculosis (TB) Sputum Culture for suspected, confirmed or symptomatic contact or case	No Charge

10. International Travel, Adult and Non-VFC Vaccinations

The charge is based upon the sum of a and b below:

- a. Vaccine administration, counseling and education fees
per shot, per person, per visit
* * * * * \$ 20.00
- b. Cost of vaccine (see list below)

11. Immunizations / Vaccinations

- a. Pneumococcal Vaccine (Pneumonia shot) \$ 82.00
(Includes vaccine administration fees)
Medicare will be accepted as full payment where applicable
- b. Influenza Vaccine (Flu shot) Cost plus vaccine admin fee
(Includes vaccine administration fees) \$ 25.00
Medicare will be accepted as full payment where applicable
- c. Hepatitis A - Adult (age 19+) Initial / Booster,
cost per each \$ 36.00
Vaccine administration fees 20.00
Total \$ 56.00
- d. Hepatitis B – Adult Initial / Booster, cost per each . . . \$ 62.00
Vaccine administration fees 20.00
Total \$ 82.00
- e. Hepatitis A / B Twinrix, Recombination,
cost per each \$ 112.00
Vaccine administration fees. 20.00
Total \$ 132.00
- f. IM HIB for Adults, cost per each \$ 22.00
Vaccine administration fees 20.00
Total \$ 42.00
- g. Measles / Mumps / Rubella, cost per each \$ 66.00
Vaccine administration fees 20.00
Total \$ 86.00

h.	Meningococcal (Menactra/Menomune), cost per each	\$ 120.00
	Vaccine administration fees	<u>20.00</u>
	Total	\$ 140.00
i.	Polio, Injectable, cost per each	\$ 31.00
	Vaccine administration fees	<u>20.00</u>
	Total	\$ 51.00
j.	Tetanus (Td) (Decavac), cost per each	\$ 33.00
	Vaccine administration fees.	<u>20.00</u>
	Total	\$ 53.00
k.	TDAP (Adacel)	\$ 36.00
	Vaccine administration fees	<u>20.00</u>
	Total	\$ 56.00
l.	TDAP (Boostrix)	\$ 36.00
	Vaccine administration fees.	<u>20.00</u>
	Total	\$ 56.00
m.	Typhoid Fever, cost per each	\$ 63.00
	Vaccine administration fees	<u>20.00</u>
	Total	\$ 83.00
n.	Varicella, cost per each.	\$ 184.00
	Vaccine administration fees.	<u>20.00</u>
	Total	\$ 204.00
o.	Yellow Fever, cost per each	\$ 139.00
	Vaccine administration fees.	<u>20.00</u>
	Total	\$ 159.00
p.	Gama Stan (2 ml), cost for each	\$ 77.00
	Vaccine administration fees.	<u>20.00</u>
	Total	\$ 97.00
q.	H.I.B. (Haemophilus Influenzae Type B) for Adults cost per each	\$ 22.00
	Vaccine administration fees	<u>20.00</u>
	Total	\$ 42.00
r.	All other immunizations and available vaccines for adults provided at cost of vaccine plus	\$ 20.00 each

- | | | |
|-----|--|--------------|
| 12. | Required Immunizations for eligible children up to age 18 -
From VFC (Vaccine For Children) stock | No Charge |
| 13. | Global Maternity Package for eligible self-pay patients | |
| | Prenatal visits, labs, ultrasound | \$ 1,000.00 |
| | Delivery | 848.00 |
| | Post partum visit | <u>52.00</u> |
| | Total | \$ 1,900.00 |
| 14. | Class/Seminar attendance registration | |
| | Per person charge for non-Brevard CHD employees | |
| | - Cost of booklets given to each attendee plus | \$ 10.00 |

SECTION C - VITAL STATISTICS

- | | | |
|----|--|-------------|
| 1. | Birth Certificates: | |
| | - State fee | \$ 9.00 |
| | - Fee pursuant to BCC Resolution | <u>3.00</u> |
| | Total Fee for Birth Certificates | \$12.00 |
| 2. | Additional Copies of Birth Certificates when ordered
at the same time | |
| | - State fee | \$ 4.00 |
| | - Fee pursuant to BCC Resolution | <u>8.00</u> |
| | Total Fee for Additional Copies of Birth Certificates | \$ 12.00 |
| 3. | Death Certificates - Certified Copy | |
| | - State fee | \$5.00 |
| | - Fee pursuant to BCC Resolution | <u>4.00</u> |
| | Total Fee for Death Certificate | \$ 9.00 |
| 4. | Additional copies of Death Certificates when ordered
at the same time | |
| | a. State fee | \$ 4.00 |
| | b. Fee pursuant to BCC Resolution | <u>5.00</u> |
| | Total Fee for Additional Copies of Death Certificates | \$ 9.00 |
| 5. | On-line processing, overnight mail, expedite fee | |
| | - Fee pursuant to BCC Resolution | \$ 30.00 |
| 6. | Birth or Death Certificate protective covers | |
| | - Fee pursuant to BCC Resolution | \$ 2.00 |

7. Notary Public Fee
- Fee pursuant to BCC Resolution \$ 10.00

D. Records:

1. Copying of Medical Record (per one sided copy) 15 cents
2. Copying of Medical Record (per two sided copy) 20 cents
3. Certified copy of Medical Record, per page \$ 1.00
4. Copying of Public Record (per page) 25 cents

BE IT FURTHER RESOLVED that Resolution Number _____ and all other resolutions or parts of resolutions in conflict herewith by establishing fees inconsistent with those established herein, are hereby appealed. All fees established herein shall go into effect immediately.

DONE, ORDERED AND ADOPTED, in regular session, this 24 day of October, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

A handwritten signature in black ink, appearing to be "Scott Ellis", written over a faint circular notary seal for Brevard County, Florida.

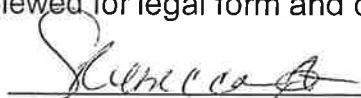
Scott Ellis
Clerk of the
Board of County Commissioners
of Brevard County, Florida

By: A handwritten signature in blue ink, appearing to be "Rita Pritchett", written over a horizontal line.
RITA PRITCHETT VICE CHAIRWOMAN

Date: October 24, 2017

As approved by the Board on: 10/24/17

Reviewed for legal form and content:

By: A handwritten signature in black ink, appearing to be "Shirley A.", written over a horizontal line.
Assistant County Attorney

**CONTRACT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
BREVARD COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2017-2018**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Brevard County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2017.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Brevard County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2017, through September 30, 2018, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II .

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 8,571,162 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 467,415 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health

Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Brevard County
2575 N. Courtenay Parkway
Merritt Island, FL 32953

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Brevard County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to

take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii.* A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2018 for the report period October 1, 2017 through December 31, 2017;
- ii.* June 1, 2018 for the report period October 1, 2017 through March 31, 2018;
- iii.* September 1, 2018 for the report period October 1, 2017 through June 30, 2018; and
- iv.* December 1, 2018 for the report period October 1, 2017 through September 30, 2018.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2018, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Maria Stahl, D.N.P., R.N.
Name
Administrator / Health Officer
Title
2575 N. Courtenay Parkway
Merritt Island, FL 32953

Address

For the County:

Frank Abbate
Name
County Manager
Title
2725 Judge Fran Jamieson Way, Bldg. C
Viera, FL 32940

Address

321-454-7112
Telephone

321-633-2001
Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this twenty page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (two pages), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2017.

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

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: 

NAME: Rita Pritchett

TITLE: Vice Chair Woman

DATE: October 24, 2017

As approved by Board on: 10/24/2017

ATTEST:

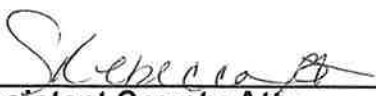
SIGNED BY: 

NAME: Scott Ellis

TITLE: Clerk of the Court

DATE: October 24, 2017

Reviewed for legal form and content

By: 
Assistant County Attorney

SIGNED BY: _____

NAME: Celeste Philip, MD, MPH

TITLE: Surgeon General and Secretary

DATE: _____

SIGNED BY: 

NAME: Maria Stahl, D.N.P., R.N.

TITLE: CHD Director/Administrator

DATE: 08/28/2017

ATTACHMENT I
BREVARD COUNTY HEALTH DEPARTMENT
PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING
COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
 8. HIV/AIDS Program Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
 9. School Health Services Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
 10. Tuberculosis Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
 11. General Communicable Disease Control Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
 12. Refugee Health Program Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

BREVARD COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/17			
2. Drawdown for Contract Year October 1, 2017 to September 30, 2018		-26843	1306043
3. Special Capital Project use for Contract Year October 1, 2017 to September 30, 2018		0	-402355
4. Balance Reserved for Contingency Fund October 1, 2017 to September 30, 2018		0	0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

-26843 903688 876845

ATTACHMENT II

BREVARD COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2017 to September 30, 2018

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	69,954	0	69,954	0	69,954
015040 CHD - TB COMMUNITY PROGRAM	142,534	0	142,534	0	142,534
015040 DENTAL SPECIAL INITIATIVE PROJECTS	6,200	0	6,200	0	6,200
015040 FAMILY PLANNING GENERAL REVENUE	217,743	0	217,743	0	217,743
015040 PRIMARY CARE PROGRAM	518,419	0	518,419	0	518,419
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	475,772	0	475,772	0	475,772
015050 CHD GENERAL REVENUE NON-CATEGORICAL	3,563,524	0	3,563,524	0	3,563,524
GENERAL REVENUE TOTAL	5,094,146	0	5,094,146	0	5,094,146
2. NON GENERAL REVENUE - STATE					
015010 STATE UNDERGROUND PETROLEUM RESPONSE ACT	1,200	0	1,200	0	1,200
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	28,547	0	28,547	0	28,547
015010 TOBACCO NON PILOT EXPENDITURES	8,000	0	8,000	0	8,000
015010 HURRICAN MATTHEW EXECUTIVE ORDER 16-230	226,714	0	226,714	0	226,714
NON GENERAL REVENUE TOTAL	264,461	0	264,461	0	264,461
3. FEDERAL FUNDS - STATE					
007000 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	107,617	0	107,617	0	107,617
007000 BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	99,375	0	99,375	0	99,375
007000 WIC BREASTFEEDING PEER COUNSELING PROG	65,695	0	65,695	0	65,695
007000 COASTAL BEACH WATER QUALITY MONITORING	10,615	0	10,615	0	10,615
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000 CMS-MCH PURCHASED CLIENT SERVICES	20,000	0	20,000	0	20,000
007000 FAMILY PLANNING TITLE X - GRANT	383,306	0	383,306	0	383,306
007000 IMMUNIZATION ACTION PLAN	62,610	0	62,610	0	62,610
007000 MCH SPECIAL PROJECT PRAMS	90,454	0	90,454	0	90,454
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	132,181	0	132,181	0	132,181
007000 BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	219,068	0	219,068	0	219,068
007000 CRI MEDICAL COUNTERMEASURES DISPENSING	52,433	0	52,433	0	52,433
007000 AIDS PREVENTION	78,996	0	78,996	0	78,996
007000 RYAN WHITE TITLE II CARE GRANT	37,400	0	37,400	0	37,400
007000 IMPROVING STD PROGRAMS	650	0	650	0	650
007000 WIC PROGRAM ADMINISTRATION	1,898,929	0	1,898,929	0	1,898,929
015075 INSPECTIONS OF SUMMER FEEDING PROGRAM - DOE	7,500	0	7,500	0	7,500
015075 SUPPLEMENTAL SCHOOL HEALTH	156,446	0	156,446	0	156,446
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	1,039	0	1,039	0	1,039
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	8,655	0	8,655	0	8,655
FEDERAL FUNDS TOTAL	3,467,969	0	3,467,969	0	3,467,969
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	422,500	0	422,500	0	422,500
001092 CHD STATEWIDE ENVIRONMENTAL FEES	600,651	0	600,651	0	600,651
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	41,100	0	41,100	0	41,100

ATTACHMENT II

BREVARD COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2017 to September 30, 2018

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	17,100	0	17,100	0	17,100
001206 SEPTIC TANK RESEARCH SURCHARGE	31,000	0	31,000	0	31,000
001206 SEPTIC TANK VARIANCE FEES 50%	15,000	0	15,000	0	15,000
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	2,000	0	2,000	0	2,000
001206 DRINKING WATER PROGRAM OPERATIONS	1,000	0	1,000	0	1,000
001206 REGULATION OF BODY PIERCING SALONS	100	0	100	0	100
001206 TANNING FACILITIES	800	0	800	0	800
001206 ONSITE SEWAGE TRAINING CENTER	2,500	0	2,500	0	2,500
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	3,000	0	3,000	0	3,000
001206 MOBILE HOME & RV PARK FEES	4,000	0	4,000	0	4,000
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	1,140,751	0	1,140,751	0	1,140,751
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
OTHER CASH CONTRIBUTION TOTAL	0	0	0	0	0
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	401,200	401,200	0	401,200
001057 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	1,000	1,000	0	1,000
001148 CHD CLINIC FEES	0	2,679,626	2,679,626	0	2,679,626
MEDICAID TOTAL	0	3,081,826	3,081,826	0	3,081,826
7. ALLOCABLE REVENUE - STATE:					
001004 CHD STATEWIDE ENVIRONMENTAL FEES	950	0	950	0	950
001009 CHD LOCAL ENVIRONMENTAL FEES	900	0	900	0	900
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	6,500	0	6,500	0	6,500
ALLOCABLE REVENUE TOTAL	8,350	0	8,350	0	8,350
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	1,425,207	1,425,207
PHARMACY DRUG PROGRAM	0	0	0	121,005	121,005
WIC PROGRAM	0	0	0	7,810,733	7,810,733
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	82,799	82,799
IMMUNIZATIONS	0	0	0	698,903	698,903
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	10,138,647	10,138,647
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	467,415	467,415	0	467,415
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	467,415	467,415	0	467,415
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001077 CHD CLINIC FEES	0	363,800	363,800	0	363,800
001094 CHD LOCAL ENVIRONMENTAL FEES	0	677,465	677,465	0	677,465
001110 VITAL STATISTICS CERTIFIED RECORDS	0	550,000	550,000	0	550,000
FEES AUTHORIZED BY COUNTY TOTAL	0	1,591,265	1,591,265	0	1,591,265

ATTACHMENT II

BREVARD COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2017 to September 30, 2018

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	160,000	160,000	0	160,000
001029 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	14,000	14,000	0	14,000
001090 CHD CLINIC FEES	0	400	400	0	400
001090 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	2,000	2,000	0	2,000
005000 CHD LOCAL REVENUE & EXPENDITURES	0	15,000	15,000	0	15,000
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	2,536,862	2,536,862	0	2,536,862
010400 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	18,000	18,000	0	18,000
011000 CHD CASH DONATION / NON-SPECIFIC	0	5,000	5,000	0	5,000
011000 UNITED WAY CONTRACTS WITH CHDS	0	103,000	103,000	0	103,000
011001 CHD HEALTHY START COALITION CONTRACT	0	124,000	124,000	0	124,000
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	402,355	402,355	0	402,355
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	3,380,617	3,380,617	0	3,380,617
12. ALLOCABLE REVENUE - COUNTY					
001004 CHD STATEWIDE ENVIRONMENTAL FEES	0	950	950	0	950
001009 CHD LOCAL ENVIRONMENTAL FEES	0	900	900	0	900
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	6,500	6,500	0	6,500
COUNTY ALLOCABLE REVENUE TOTAL	0	8,350	8,350	0	8,350
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	58,000	58,000
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	58,000	58,000
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	9,975,677	8,529,473	18,505,150	10,196,647	28,701,797

ATTACHMENT II

BREVARD COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2017 to September 30, 2018

	Quarterly Expenditure Plan									
	FTE's (0.00)	Clients Units	Services/ Visits	1st	2nd (Whole dollars only)	3rd	4th	State	County	Grand Total
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	7.24	4,800	6,297	132,680	154,755	132,680	154,754	287,283	287,586	574,869
SEXUALLY TRANS. DIS. (102)	8.55	1,606	2,247	119,863	139,806	119,863	139,807	1,300	518,039	519,339
HIV/AIDS PREVENTION (03A1)	1.90	0	1,664	26,596	31,021	26,596	31,020	115,233	0	115,233
HIV/AIDS SURVEILLANCE (03A2)	1.15	0	1	15,596	18,191	15,596	18,190	67,573	0	67,573
HIV/AIDS PATIENT CARE (03A3)	5.93	1	272	97,216	113,391	97,216	113,392	237,400	183,815	421,215
ADAP (03A4)	2.52	1	1	31,977	37,298	31,977	37,298	138,550	0	138,550
TUBERCULOSIS (104)	2.83	2,100	3,012	40,300	47,005	40,300	47,006	142,108	32,503	174,611
COMM. DIS. SURV. (106)	5.07	0	4,343	82,183	95,856	82,183	95,857	356,079	0	356,079
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	3.76	0	1	67,511	78,743	67,511	78,742	292,507	0	292,507
REFUGEE HEALTH (118)	0.24	60	115	3,285	3,832	3,285	3,832	14,234	0	14,234
VITAL RECORDS (180)	5.52	20,100	65,000	66,658	77,749	66,658	77,749	0	288,814	288,814
COMMUNICABLE DISEASE SUBTOTAL	44.71	28,668	82,953	683,865	797,647	683,865	797,647	1,652,267	1,310,757	2,963,024
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	0.99	0	0	10,605	12,369	10,605	12,368	45,947	0	45,947
WIC (21W1)	40.86	23,500	131,000	530,233	618,453	530,233	618,453	2,297,372	0	2,297,372
TOBACCO USE INTERVENTION (212)	0.00	0	0	1,846	2,154	1,846	2,154	8,000	0	8,000
WIC BREASTFEEDING PEER COUNSELING (21W2)	2.99	0	3,800	28,744	33,526	28,744	33,526	124,540	0	124,540
FAMILY PLANNING (223)	21.75	3,622	7,162	347,535	405,357	347,535	405,358	1,183,384	322,401	1,505,785
IMPROVED PREGNANCY OUTCOME (225)	36.96	2,100	17,014	727,667	848,735	727,667	848,735	1,065,478	2,087,326	3,152,804
HEALTHY START PRENATAL (227)	0.08	700	1,056	1,214	1,416	1,214	1,417	5,261	0	5,261
COMPREHENSIVE CHILD HEALTH (229)	0.00	0	0	111	129	111	129	0	480	480
HEALTHY START CHILD (231)	0.64	1	1	7,502	8,750	7,502	8,750	32,504	0	32,504
SCHOOL HEALTH (234)	90.11	0	850,000	959,430	1,119,058	959,430	1,119,058	1,620,115	2,536,861	4,156,976
COMPREHENSIVE ADULT HEALTH (237)	5.37	720	1,140	94,946	110,742	94,946	110,742	171,571	239,805	411,376
COMMUNITY HEALTH DEVELOPMENT (238)	0.00	0	0	4,616	5,384	4,616	5,384	20,000	0	20,000
DENTAL HEALTH (240)	19.31	5,800	9,703	348,352	406,311	348,352	406,311	314,092	1,195,234	1,509,326
PRIMARY CARE SUBTOTAL	219.06	36,443	1,020,876	3,062,801	3,572,384	3,062,801	3,572,385	6,888,264	6,382,107	13,270,371
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.16	130	130	3,855	4,497	3,855	4,497	16,151	553	16,704
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.25	110	510	5,216	6,084	5,216	6,083	18,719	3,880	22,599
PUBLIC WATER SYSTEM (358)	0.01	2	2	603	703	603	703	2,481	131	2,612
PRIVATE WATER SYSTEM (359)	3.06	17	4,300	42,772	49,889	42,772	49,889	149	185,173	185,322
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	19.91	4,800	13,100	266,619	310,978	266,619	310,978	755,691	399,503	1,155,194
Group Total	23.39	5,059	18,042	319,065	372,151	319,065	372,150	793,191	589,240	1,382,431
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.23	0	113	3,285	3,831	3,285	3,831	13,825	407	14,232
FOOD HYGIENE (348)	2.27	384	1,314	34,942	40,755	34,942	40,755	139,156	12,238	151,394

ATTACHMENT II

BREVARD COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2017 to September 30, 2018

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd	3rd	4th			
				(Whole dollars only)						
BODY PIERCING FACILITIES SERVICES (349)	0.03	7	13	514	600	514	599	2,107	120	2,227
GROUP CARE FACILITY (351)	0.77	290	510	10,953	12,775	10,953	12,775	21	47,435	47,456
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING & PUB. BLDG. (353)	0.00	0	0	46	54	46	54	0	200	200
MOBILE HOME AND PARK (354)	0.87	140	360	13,265	15,473	13,265	15,473	41,431	16,045	57,476
POOLS/BATHING PLACES (360)	3.40	987	2,776	63,738	74,342	63,738	74,342	186,188	89,972	276,160
BIOMEDICAL WASTE SERVICES (364)	2.85	900	800	37,048	43,212	37,048	43,211	125,173	35,346	160,519
TANNING FACILITY SERVICES (369)	0.14	20	72	2,108	2,458	2,108	2,458	8,162	970	9,132
Group Total	10.56	2,728	5,958	165,899	193,500	165,899	193,498	516,063	202,733	718,796
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.06	10	70	929	1,083	929	1,083	3,827	197	4,024
Group Total	0.06	10	70	929	1,083	929	1,083	3,827	197	4,024
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.01	0	0	154	179	154	179	621	45	666
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.03	27	30	577	673	577	673	2,385	115	2,500
PUBLIC SEWAGE (362)	0.00	0	0	3	3	3	2	0	11	11
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.24	330	590	3,946	4,602	3,946	4,602	7	17,089	17,096
RABIES SURVEILLANCE (366)	0.00	0	0	4	5	4	5	0	18	18
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	4	5	4	5	17	1	18
INDOOR AIR (371)	0.00	0	0	50	58	50	57	205	10	215
RADIOLOGICAL HEALTH (372)	0.01	0	0	200	233	200	234	828	39	867
TOXIC SUBSTANCES (373)	0.02	0	0	349	406	349	406	402	1,108	1,510
Group Total	0.31	357	620	5,287	6,164	5,287	6,163	4,465	18,436	22,901
ENVIRONMENTAL HEALTH SUBTOTAL	34.32	8,154	24,690	491,180	572,898	491,180	572,894	1,317,546	810,606	2,128,152
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	27,142	31,658	27,142	31,658	117,600	0	117,600
MEDICAID BUYBACK (611)	0.00	0	0	6,001	6,999	6,001	6,999	0	26,000	26,000
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	33,143	38,657	33,143	38,657	117,600	26,000	143,600
TOTAL CONTRACT	298.09	73,265	1,128,519	4,270,989	4,981,586	4,270,989	4,981,583	9,975,677	8,529,470	18,505,147

ATTACHMENT III
BREVARD COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

Attachment IV

Fiscal Year - 2017 - 2018

Brevard County Health Department

Facilities Utilized by the County Health Department

Complete Location (Street Address, City, Zip)	Facility Description And Official Building Name (if applicable) (Admin, Clinic, Envrn Hlth, etc.)	Lease/ Agreement Number	Type of Agreement (Private Lease thru State or County, other - please define)	Complete Legal Name of Owner	SQ Feet	Employee Count (FTE/OPS/ Contract)
Administrative Headquarters	County Service Complex	n/a	County Owned	Brevard County	12,000	49
2575 N. Courtenay Parkway	Merritt Island			Board of County		
Merritt Island, FL 32953				Commissioners		
Melbourne Health Facility	Clinic	4703	Lease between	State of Florida	12,850	56
601 East University Blvd	(Maternity, Dental,		State of Florida	Department of		
Melbourne, FL 32901	Family Planning, WIC,		DEP and DOH	Environmental		
(After 11/01/2016)	Community Health)		50 Years - 01/11/2013	Protection		
Titusville Health Facility	Clinic,	n/a	County Owned	Brevard County	15,900	37
611 Singleton Avenue	(Maternity, Dental,			Board of County		
Titusville, FL 32796	Family Planning, WIC,			Commissioners		
	Community Health)					
Viera Health Facility	Clinic	n/a	County Owned	Brevard County	53,900	89
2555 Judge Fran Jamieson Way	(Maternity, Dental,			Board of County		
Viera, FL 32940	Family Planning, WIC,			Commissioners		
	Community Health)					

Environmental Health	Brevard County	n/a	County Owned	Brevard County	5,600	28
2725 Judge Fran Jamieson Way	Government Center			Board of County		
Viera, FL 32940	Building A			Commissioners		
Rockledge Annex Facility	Immunizations, STD,	n/a	County Owned	Brevard County	3,164	10
1748 Cedar Street	Disaster Preparedness,			Board of County		
Rockledge, FL 32955	TB			Commissioners		
The County will maintain the structures and grounds of all non-State public health facilities.						
The Health Department will provide routine maintenance, custodial service and alarm services to those facilities fully occupied by the Brevard County Health Department.						
The Health Department will provide lawn care for the Viera Health Facility and the Melbourne Health Facility.						
To the extent budget allows, the County will provide improvement, expansion, land or replacement of any facility determined to be inadequate for its intended use or function.						

Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.

**ATTACHMENT V
BREVARD COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2016-2017*	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2017-2018**	\$ <u>0</u>	\$ <u>300,000</u>	\$ <u>300,000</u>
2018-2019***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2019-2020***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
PROJECT TOTAL	\$ <u>0</u>	\$ <u>300,000</u>	\$ <u>300,000</u>

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: 714051000

PROJECT NAME: Melbourne Public Health Replacement Facility - Additional Parking Lot

LOCATION/ADDRESS: 601 E. University Blvd, Melbourne, FL 32901

PROJECT TYPE: NEW BUILDING ROOFING

 RENOVIATION PLANNING STUDY

 NEW ADDITION OTHER X

SQUARE FOOTAGE: 28,497

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*
 The Melbourne Public Health Replacement Facility project completed its first phase in November 2016 when the main facility and existing parking lot were occupied. The number of parking spaces was inadequate from the beginning to accommodate all the clients and staff receiving and providing services in this public health facility. An additional parking lot with a capacity of 44 parking spaces is Phase 2 of this project. Construction for the additional parking lot is projected to begin in November 2017 and will be completed by September 2018.

START DATE (Initial expenditure of funds) : November 2017

COMPLETION DATE: August 2018

DESIGN & ENGINEERING FEES: \$ 38,000

CONSTRUCTION COSTS: \$ 262,000

FURNITURE/EQUIPMENT: \$ 0

TOTAL PROJECT COST: \$ 300,000

COST PER SQ FOOT: \$ 11

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/17

** Cash to be transferred to FCO account.

*** Cash anticipated for future contract years.



Meeting Date
October 24, 2017

AGENDA	
Section	Consent
Item No.	II B.2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Amendment No. 5 to Lease Agreement with Brevard Cultural Alliance, Inc.				
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department				
Requested Action:					
It is requested the Board authorize the Chairman to execute Amendment No. 5 to the Lease Agreement with Brevard Cultural Alliance, Inc.					
Summary Explanation & Background:					
The Brevard Cultural Alliance, Inc. (BCA) is a nonprofit corporation with IRS 501(c)(3) status. The County has historically designated the BCA as the single "Local Arts Agency" to serve as a catalyst for community and cultural development in Brevard County. The original term of the Lease Agreement for office space in Building C at the Brevard County Government Center – Viera was October 1, 2010 through September 30, 2011 and the Agreement included the option to renew for additional one year terms. The Lease Agreement was renewed for additional one year terms in FY 11-12, FY 12-13, and FY 13-14. On October 21, 2014 the Board authorized an Amendment granting a three (3) year term extending the term of the Lease Agreement through September 30, 2017. The requested action will extend the current term for an additional three (3) years to September 30, 2020. Brevard County Code of Ordinances, Chapter 2, Section 2-241 through Section 2-251, establishes procedures for the sale, leasing and donation of real property. It requires the intent and County Code to be published on the County Internet Website at least 5 days prior to the public meeting and also requires a <u>supermajority</u> vote by the Board. The posting requirement was successfully completed on October 11, 2017. FISCAL IMPACT: BCA pays \$1/year for the lease of the County Property during the 3 year term and they will be able to use the value of the office space as in-kind match for grants and other fundraising efforts. No fiscal impact to County budgeted funds.					
Clerk to the Board Instructions: Two originals					
Exhibits Attached: Amendment No. 5, Exhibit A, Resolution, Public Notice					
Contract /Agreement (If attached): Reviewed by County Attorney				Yes	☒
				No	☐
				PR	☐
County Manager		Assistant County Manager, John Denninghoff		Mary Ellen Donner, Parks & Recreation Director 633-2046; Maryellen.donner@brevardparks.com	
Frank Abbate, County Manager		Interim Assistant County Manager, Jim Liesenfelt		Mary Ellen Donner	

PUBLIC NOTICE
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

As provided in Brevard County Code Section 2-249, notice is hereby given that the Board of County Commissioners will hold a public meeting at 9:00 a.m. on October 24, 2017 at the Brevard County Government Center Board Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida. At the meeting the Board will consider Resolution and Lease Agreement with Brevard Cultural Alliance, Inc. for the leasing of a portion of Brevard County Government Center - Viera. Any person objecting to the Agreement may submit written objections to the county manager's office or may appear and speak in objection at the meeting. Additional information may be obtained by contacting Mary Ellen Donner, Parks and Recreation Department Director at (321) 633-2046.

If a person desires to appeal any decision made by this Board with respect to any matter considered at this meeting or hearing, such a person will need a record of this proceeding and that, for such purposes, such person may need to ensure that a verbatim record of this proceeding is made, at his/her own expense, which record includes testimony and evidence on which any such appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons needing accommodations or an interpreter to participate in the meeting should notice County Administration no later than 48 hours prior to the public meeting at 321-633-2012.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.35, FLORIDA STATUTES AND SECTION 2-247 BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE LEASING OF REAL PROPERTY TO A NOT FOR PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the **BREVARD CULTURAL ALLIANCE, INC.**, a 501(c)(3) tax exempt Non-Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as “BCA”) has applied to the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as “County”) to lease a County owned facility which is known as the Brevard County Government Center - Viera (hereinafter referred to as the “Property”);

WHEREAS, BCA desires to act as the single “Local Arts Agency” to serve as a catalyst for community and cultural development in Brevard County; and

WHEREAS, the County finds that BCA’s proposed use of the Property will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitutes a service that could be provided by the local government, and is compatible with the County purposes for which the Property was constructed.

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

1. The Brevard County Government Center - Viera is a County owned facility and was constructed for the purpose of being used for community and cultural development.
2. The County has determined that the Property located at the Brevard County Government Center - Viera is not needed by the County.
3. BCA shall utilize the Property for the benefit and enjoyment of the citizens of Brevard County.
4. BCA shall act as the single “Local Arts Agency” to serve as a catalyst for community and cultural development in Brevard County.
5. The County shall enter into an Amendment No. 5 to the Lease, attached hereto as **Exhibit “A”**, with BCA beginning on October 1, 2017 for a term of three (3) years.
6. The consideration for Amendment No. 5 to the Lease shall be \$1.00 per year.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Property to BCA shall arise until Amendment No. 5 to the Lease is executed by both parties.
8. In the event BCA fails to comply with the Lease, then Property shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

DONE, ORDERED AND ADOPTED this 24th day of October, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

A black ink signature of Scott Ellis, consisting of stylized initials 'SE' followed by a horizontal line.

Scott Ellis, Clerk

A blue ink signature of Rita Pritchett, written in a cursive style.

RITA PRITCHETT VICE CHAIRWOMAN

As approved by the Board on 10/24/17.

Exhibit "A" to the Resolution

AMENDMENT NO. 5 TO LEASE AGREEMENT

THIS AMENDMENT made and entered into this 24th day of October, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and the BREVARD CULTURAL ALLIANCE, INC., a Florida nonprofit corporation with IRS 501c3 status, hereafter referred to as "BCA".

WITNESSETH:

WHEREAS, on October 26, 2010, the parties hereto entered into a Lease Agreement, hereinafter referred to as the "Agreement", for property located at 2725 Judge Fran Jamieson Way, Building C – Room 307, Viera, Florida for one dollar (\$1) per year. The term of the Agreement was for a one year period from October 1, 2010 to September 30, 2011, amended on October 4, 2011 to extend the Agreement to September 30, 2012, amended on October 9, 2012 to extend the Agreement to September 30, 2013, amended on October 8, 2013 to extend the Agreement to September 30, 2014 and amended on October 21, 2014 to extend the Agreement to September 30, 2017; and

WHEREAS, the parties desire to extend the term of the Agreement for an additional three (3) years, upon written request from BCA.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

1. The term of the Agreement shall be extended from October 1, 2017, to September 30, 2020. The County shall have the option to renew the Agreement for an additional term of three (3) years, upon written request of the BCA received thirty (30) days prior to the end of the term.
2. All terms and conditions of said Agreement and its amendments, which are incorporated herein by reference, not inconsistent with the provisions of this Amendment, shall remain in full force and effect.
3. All terms and conditions of the Cultural Arts Agreement, between the County and BCA, dated October 26, 2010, and any subsequent amendments, not inconsistent with the provisions of this Amendment, are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

By: 
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: 
RITA PRITCHETT VICE CHAIRWOMAN

Reviewed for legal form and content:


Assistant County Attorney

Date: October 24, 2017
As authorized by the Board on 10/24/17

BREVARD CULTURAL ALLIANCE, INC.

Witness: _____

By: _____
Jill Reyes, Board Chair

Witness: _____

Date: _____

AMENDMENT NO. 4 TO LEASE AGREEMENT

THIS AGREEMENT made and entered into this 21st day of October, 2014, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and the BREVARD CULTURAL ALLIANCE, INC., a Florida nonprofit corporation with IRS 501c3 status, hereafter referred to as "BCA".

WITNESSETH:

WHEREAS, on October 26, 2010, the parties hereto entered into a Lease Agreement for property located at 2725 Judge Fran Jamieson Way, Building C – Room 307, Viera, Florida for one dollar (\$1) per year. The Term of the Agreement was for a one year period from October 1, 2010 to September 30, 2011, amended on October 4, 2011 to extend the Agreement to September 30, 2012, amended on October 9, 2012 to extend the Agreement to September 30, 2013, and amended on October 8, 2013 to extend the Agreement to September 30, 2014.

WHEREAS, the Agreement provides the County the option to renew the Agreement for additional one (1) year, upon written request from BCA, and the parties hereto desire to extend the term of said Agreement for an additional period of time.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

1. The term of the Agreement shall be extended from October 1, 2014 to September 30, 2017.
2. That all terms and conditions of said Agreement, which are incorporated herein by reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

By: [Signature]
Scott Ellis, Clerk

BREVARD COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: [Signature]
Mary Bolin Lewis, Chairman

Date: _____
As authorized by the Board on 10/21/14

BREVARD CULTURAL ALLIANCE, INC.

Witness: [Signature]

By: [Signature]
Karen Montas, Board Chair

Witness: [Signature]

Date: 11/13/14

Reviewed for legal form and content:

[Signature]
Assistant County Attorney

AMENDMENT NO. 3 TO LEASE AGREEMENT

THIS AGREEMENT made and entered into this 8 day of October, 2013, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and the BREVARD CULTURAL ALLIANCE, INC., a Florida nonprofit corporation with IRS 501c3 status, hereafter referred to as "BCA".

WITNESSETH:

WHEREAS, on October 26, 2010, the parties hereto entered into a Lease Agreement for property located at 2725 Judge Fran Jamieson Way, Building C -- Room 307, Viera, Florida for one dollar (\$1) per year. The Term of the Agreement was for a one year period from October 1, 2010 to September 30, 2011, amended on October 4, 2011 to extend the Agreement to September 30, 2012, and amended on October 9, 2012 to extend the Agreement to September 30, 2013.

WHEREAS, the Agreement provides the County the option to renew the Agreement for additional one (1) year, upon written request from BCA, and the parties hereto desire to extend the term of said Agreement for an additional period of time.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

1. The term of the Agreement shall be extended from October 1, 2013 to September 30, 2014.
2. That all terms and conditions of said Agreement, which are incorporated herein by reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

BREVARD COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By:


Scott Ellis, Clerk

By:

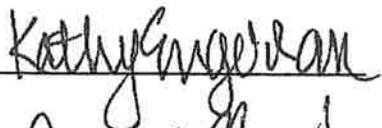

Andy Anderson, Chairman

Date: October 8, 2013

As authorized by the Board on 10-8-13

BREVARD CULTURAL ALLIANCE, INC.

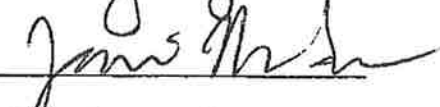
Witness:



By:


Michael LaFortune, Board Chair

Witness:



Date:

10/17/13

Reviewed for legal form and content:


Assistant County Attorney

AMENDMENT NO. 2 TO LEASE AGREEMENT

THIS AGREEMENT made and entered into this 4th day of September, 2012, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and the BREVARD CULTURAL ALLIANCE, INC., a Florida nonprofit corporation with IRS 501c3 status, hereafter referred to as "BCA".

WITNESSETH:

WHEREAS, on October 26, 2010, the parties hereto entered into a Lease Agreement for property located at 2725 Judge Fran Jamieson Way, Building C – Room 307, Viera, Florida for one dollar (\$1) per year. The Term of the Agreement was for a one year period from October 1, 2010 to September 30, 2011 and amended on October 4, 2011 to extend for one additional year.

WHEREAS, the Agreement provides the County the option to renew the Agreement for additional one (1) year, upon written request from BCA, and the parties hereto desire to extend the term of said Agreement for an additional period of time.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

1. The term of the Agreement shall be extended from October 1, 2012 to September 30, 2013.
2. That all terms and conditions of said Agreement, which are incorporated herein by reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

By: Laurie S. Rice
Laurie S. Rice,
Chief Deputy Clerk

BREVARD COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: Chuck Nelson
Chuck Nelson, Chairman

Date: _____
As authorized by the Board on 10/09/12

BREVARD CULTURAL ALLIANCE, INC.

Witness: Michael LaFortune

By: Michael LaFortune
Michael LaFortune, Board Chair

Witness: Kathy Fingersh

Date: 10/25/12

Reviewed for legal form and content:

[Signature] 9/11/12
Assistant County Attorney

AMENDMENT NO. 1 TO LEASE AGREEMENT

THIS AGREEMENT made and entered into this 4th day of October, 2011, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County" and the BREVARD CULTURAL ALLIANCE, INC., a Florida nonprofit corporation with IRS 501c3 status, hereafter referred to as "BCA".

WITNESSETH:

WHEREAS, on October 26, 2010, the parties hereto entered into a Lease Agreement for property located at 2725 Judge Fran Jamieson Way, Building C – Room 307, Viera, Florida for one dollar (\$1) per year. The Term of the Agreement was for a one year period from October 1, 2010 to September 30, 2011.

WHEREAS, the Agreement provides the County the option to renew the Agreement for additional one (1) year, upon written request from BCA, and the parties hereto desire to extend the term of said Agreement for an additional period of time.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

1. The term of the Agreement shall be extended from October 1, 2011 to September 30, 2012.
2. That all terms and conditions of said Agreement, which are incorporated herein by reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:

BY: Laurie S. Rice
Laurie S. Rice, Chief Deputy
Clerk

BREVARD COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: Robin Fisher
Robin Fisher, Chairman

Date: October 4, 2011
As authorized by the Board on 10/4/11.

BREVARD CULTURAL ALLIANCE, INC.

Witness: M. K. Davis

By: Marilyn "Bunny" Finney
Marilyn "Bunny" Finney, Board Chair

Witness: Kathy Ingemann

Date: October 17, 2011

Reviewed for legal form and content:

[Signature]
County Attorney

LEASE AGREEMENT

This LEASE AGREEMENT made this 26 day of October, 2010, by and between the Brevard Cultural Alliance, Inc., a Florida nonprofit corporation, hereinafter referred to as "BCA", and the Board of County Commissioners of Brevard County, a political subdivision of the State of Florida, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the County, pursuant to Section 125.35, Florida Statutes, may lease county owned property upon a finding that it is in the best interest of the County; and

WHEREAS, the County is the owner of certain office space (hereinafter referred to as the "Property") located in Brevard County, Florida that is not needed for County purposes at this time.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. The County agrees to lease the Property, located at 2725 Judge Fran Jamieson Way, Building C - Room 307, Viera, Florida, to the BCA for the term of this Agreement. Payment shall be one dollar (\$1.00) per year. As determined by the County's Facilities Management, based on the current market rates, the value of the office space is \$46,376 (\$17/s.f.). BCA shall be permitted to utilize the value of this as in-kind match for grants and other fundraising efforts. The County, at the request of the BCA, shall provide appropriate letters or other documentation for the value of the space and services provided.

2. The term of this Agreement shall be from October 1, 2010 through September 30, 2011. The County will have an option to renew for additional one (1) year, upon written request of the BCA thirty (30) days prior to the end of this term. Either party may terminate this Agreement upon providing sixty (60) days written notice to the other party.

3. BCA shall be authorized to utilize County internal services such as facilities management, purchasing, information and communications systems as needed to support the operation of its programs and services.

4. In the event the Property is not used or ceases to be used for a public purpose, the lease term shall immediately cease and the Property shall revert to the County.

5. This Agreement may only be amended by a written instrument duly executed by the parties hereto.

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

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Mary Bolin, Chairperson

As approved by the Board 10-26-10.

Reviewed for legal form and content:
Maria Johnson
Assistant County Attorney

As approved by the Board on 10-26-10

WITNESS:

BREVARD CULTURAL ALLIANCE, INC.

[Signature]
Signature
Pablo Remoncelle
Printed Name
[Signature]
Signature
KATHY ENGERRAN
Printed Name

By: [Signature]
Jim Ridenour, Chair

*Consent
II.C.1*

AGENDA REPORT
October 24, 2017

SUBJECT:

Amendment of Waiver of Restrictive Covenant between Brevard County and Viera Development Corporation (VDC); and Sublease between Florida Department of Health and Orlando Health, Inc.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

DEPT/OFFICE:

Central Services

REQUESTED ACTION:

It is requested that the Board of County Commissioners approve and execute the Amendment of Waiver of Restrictive Covenant; and approve the Sublease between the Florida Department of Health (FDOH) and Orlando Health, Inc. for space at Children's Medical Services, 2565 Judge Fran Jamieson Way, Viera.

SUMMARY EXPLANATION and BACKGROUND:

The Children Medical Services building located at 2625 Judge Fran Jamieson Way is owned by Florida Department of Health (FDOH) and is constructed on land leased from Brevard County. Brevard County acquired the property from Viera Development Corporation (VDC). The deed that conveyed the land to Brevard County included a restrictive covenant which provided that the land shall be utilized only for Brevard County governmental offices, related parking, and landscaping.

In 2007, a Waiver of Restrictive Covenant was made and entered into between Brevard County and VDC, allowing the County to lease the land to FDOH for the purpose of constructing and operating a children's medical services building. The term of the land lease between Brevard County and FDOH is 30 years, ending January 10, 2037.

FDOH desires to sublease a portion of the children's medical services building to Orlando Health, Inc. The prior Waiver of Restrictive Covenant is expressly limited to permitting the FDOH or other governmental authority to the parcel. Therefore, FDOH requested an Amendment to Waiver of Restrictive Covenant to enable FDOH and Orlando Health to enter into a Sublease, subject to the County consent in accordance with the Lease. The term of the Sublease shall run concurrent with the FDOH lease, ending January 10, 2037.

Approval of the Amendment of Waiver of Restrictive Covenant and Sublease will allow Orlando Health, Inc., to provide specialty medical services to children in the areas of cardiology, orthopedics, gastroenterology, hematology, oncology, infectious diseases and nephrology at the FDOH facility in Viera.

CLERK TO THE BOARD INSTRUCTIONS:

Return two executed originals to Central Services Department.

ATTACHMENTS:

Description

- ☐ [Amendment of Waiver of Restrictive Covenant](#)
- ☐ [Sublease between FDOH and Orlando Health](#)
- ☐ [Exhibit A](#)
- ☐ [Orlando Health Exhibit A](#)

A handwritten signature in blue ink, appearing to read 'Frank Abbate'.

Frank Abbate, County Manager

REVIEWERS:



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

M E M O R A N D U M

TO: Teresa Camarata, Central Services Director

RE: Item II.C.1., Amendment of Waiver of Restrictive Covenant with Viera Development Corporation (VDC); and Sublease Between Florida Department of Health and Orlando Health, Inc.

The Board of County Commissioners, in regular session on October 24, 2017, approved and executed the Amendment of Waiver of Restrictive Covenant with Viera Development Corporation (VDC); and approved the Sublease between the Florida Department of health (FDOH) and Orlando Health, Inc. for space at Children's Medical Services, 2565 Judge Fran Jamieson Way, Viera. Enclosed are two fully-executed Amendments of Waiver of Restrictive Covenant.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Contracts Administration
County Manager

AMENDMENT OF WAIVER OF RESTRICTIVE COVENANT

THIS AMENDMENT OF WAIVER OF RESTRICTIVE COVENANT (hereinafter referred to as this "Amendment") is made and entered into as of the 24 day of October, 2017 by and between VIERA DEVELOPMENT CORPORATION, a Florida corporation, f/k/a Central Brevard Development, Inc. (hereinafter referred to as "VDC") and BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County").

RECITALS:

A. VDC, as "Grantor", executed and delivered to the County, as "Grantee", that certain Warranty Deed with Reservation of Easement and Containing Restrictive Covenants, Rights of Reverter and Grant of Easement dated June 29, 1989 and recorded June 29, 1989 in Official Records Book 3004, page 1695, Public Records of Brevard County, Florida (hereinafter referred to as the "Deed"). The real property conveyed under and pursuant to the Deed is hereinafter referred to as the "Land".

B. Under subparagraph 3(a) of the Deed, a restrictive covenant was imposed on the Land which provides that the Land shall be utilized only for Brevard County governmental offices and related parking and landscaping (hereinafter referred to as the "Restrictive Covenant").

C. By virtue of that certain "Waiver of Restrictive Covenant" between VDC and the County dated as of January 9, 2007 (hereinafter referred to as the "Prior Waiver"), VDC waived the Restrictive Covenant for the purpose of permitting the Florida Department of Health (hereinafter referred to as the "FDOH") to lease that portion of the Land described in the Prior Waiver as the "FDOH Parcel" from the County for the purpose of constructing and operating a children's medical services building pursuant to that certain Lease Agreement between the County and the FDOH dated January 9, 2007 (hereinafter referred to as the "Lease").

D. The Prior Waiver pertains only to the FDOH Parcel and is expressly limited to permitting the FDOH (or other governmental authority) to use the FDOH Parcel for a children's medical services building and related uses as specifically provided therein; and the Prior Waiver provides that the waiver provided thereunder shall automatically terminate upon (i) the assignment of the Lease to a nongovernmental tenant, or (ii) the termination or expiration of the Lease.

E. The FDOH has notified the County of its desire to sublease a portion of the children's medical services building located on the FDOH Parcel (hereinafter referred to as the "Proposed Sublease") to Orlando Health, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Orlando Health"); a non-governmental entity providing specialty medical services to children in the areas of cardiology, orthopedics, gastroenterology, hematology oncology, infectious diseases and nephrology.

F. The County has requested that the County and VDC amend the Prior Waiver to enable FDOH and Orlando Health to enter into the Sublease, subject to the County's consent in accordance with the Lease.

G. VDC and the County desire to amend the Prior Waiver as expressly provided herein and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals; Definitions. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim. The capitalized terms used herein shall have the same meanings as set forth in the Prior Waiver unless otherwise expressly defined herein.

2. Amendment of Prior Waiver. Paragraph 2 of the Prior Waiver is deleted in its entirety and the following substituted in lieu thereof:

"2. Waiver of Restrictive Covenant. VDC hereby waives the Restrictive Covenant for the purpose of permitting the FDOH Parcel to be used for the construction and operation of a children's medical services building thereon. County acknowledges and agrees that the waiver provided for the immediately preceding sentence is limited strictly to the FDOH Parcel and is not applicable to any other portion of the Land. County further acknowledges and agrees the waiver provided for in this paragraph 2 is limited to permitting the use of the FDOH Parcel by the FDOH, other governmental authority or a non-governmental entity expressly consented to by VDC, for a children's medical services building and related parking and landscaping. No other use of the FDOH Parcel shall be permitted unless such use is in accordance with and not prohibited by the Restrictive Covenant. The waiver provided for in this paragraph 2 shall automatically terminate upon (i) the assignment of the Lease to a non-governmental tenant unless consented to in advance by VDC, or (ii) the termination or expiration of the Lease. Upon the termination or expiration of the Lease, the Restrictive Covenant will be and remain in full force and effect as if the waiver provided for in this paragraph 2 had never been granted. VDC's consent to an assignment of the Lease wholly or in part to a non-governmental entity as a tenant or sub-tenant may be withheld by VDC for any reason whatsoever in VDC's sole and absolute discretion."

3. Consent to Orlando Health as a Subtenant under the Lease. VDC hereby consents to Orlando Health as a subtenant under the Lease.

4. Full Force and Effect. Except as specifically amended hereby, the Prior Consent shall be and remains in full force and effect; and except as expressly waived by the terms of the Prior Waiver with respect to the FDOH Parcel, as modified by this Amendment, all of the restrictive covenants set forth in the Deed shall be and remain in full force and effect without any waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed in the respective names as of the day and year first above written.

-Signatures next page-

WITNESSES:

Charlene R. Spangler
Print Name: Charlene R. Spangler

Karen E. Esposito
Print Name: Karen E. Esposito

VIERA DEVELOPMENT CORPORATION,
a Florida corporation

By: [Signature]
Name: Stephen L. Johnson
Title: President

WITNESSES:

Kimberly J. Powell
Print Name: Kimberly J. Powell
Donna Scott
Print Name: Donna Scott

BREVARD COUNTY, FLORIDA, a political
subdivision of the State of Florida

By: [Signature]
Name: RITA BRITCHETT VICE CHAIRWOMAN
Title: Brevard County Board of
County Commissioners
Approved by Board October 24,

STATE OF FLORIDA]
COUNTY OF BREVARD]

ATTEST: [Signature]
SCOTT ELLIS, CLERK

The foregoing instrument was acknowledged before me this 9th day of October, 2017, by Stephen L. Johnson, as President of VIERA DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation. Said person is (check one) ☒ personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years as identification, or ☐ produced other identification, to wit: _____.



Print Name: Charlene R. Spangler
Notary Public, State of Florida
Commission No.: FF 219624
My Commission Expires: 5/27/2019

STATE OF FLORIDA]
COUNTY OF BREVARD]

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by Curt Smith, as Chairman of the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS. Said person is (check one) ☐ personally known to me, ☐ produced a driver's license (issued by a state of the United States within the last five (5) years as identification, or ☐ produced other identification, to wit: _____.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

DRAFT
SUBLEASE AGREEMENT

THIS AGREEMENT is entered into this _____ day of October, 2017, by and between the **FLORIDA DEPARTMENT OF HEALTH**, hereinafter referred to as the "Sublessor", and **ORLANDO HEALTH, INC.**, hereinafter referred to as the "Sublessee".

WHEREAS, the Sublessor, pursuant to Ch. 06-025, §3 at 632B, Laws of Fla., was appropriated \$5,242,200, to construct a state-owned Children's Medical Services (CMS) building to serve the Brevard County area; and

WHEREAS, the state of Florida requires ownership or a long-term lease of land to construct the building so as to protect the aforementioned investment; and

WHEREAS, the County of Brevard recognized the benefits of the CMS program to the citizens of Brevard County and entered into a long-term lease of county-owned land to the Florida Department of Health for the purposes of constructing the CMS building specified in Ch. 06-025, §3 at 632B, Laws of Fla; and,

WHEREAS, the Sublessor now desires to sublease a portion of said CMS building located on the land leased to it by the County of Brevard to Orlando Health, Inc., a not-for-profit corporation, providing pediatric outpatient medical clinic services for children with special health care needs; now, therefore it is agreed as follows:

WITNESSETH

The Sublessor, in consideration of the payments to be made by the Sublessee of the Shared Facility Costs (SFC) specified herein, and in consideration of the performance by the Sublessee of the covenants hereinafter provided, does hereby sublease to the Sublessee the property and premises depicted in Exhibit A, located at 2565 Judge Fran Jamieson Way, Viera, Florida, 32940. See attached description and sketch known as: Exhibit A.

The following express stipulations and conditions are made a part of this Sublease Agreement

1. **Term.** The term of this sublease shall commence on the date first written above, or the date it is fully executed, whichever is later, and end on January 10, 2037 unless sooner terminated pursuant to the provisions of this sublease.
2. **Acceptance of the Premises.** The Sublessee accepts the premises in its present condition and without any future improvements by the Sublessor.
3. **Rent.** Rent will not be charged for use by the Sublessee of the subleased premises.
4. **Utilities and Maintenance.** The Sublessee shall be responsible for, and promptly pay monthly, all Shared Facility Costs (SFC) charges for all shared utility, services and facility maintenance costs as defined in Exhibit B. The Sublessee shall pay all charges for all separate utilities and services provided solely for the benefit of the Sublessee to the leased premises, and the Sublessee shall be responsible for all Sublessee requested improvements to the premises to support operations of the Sublessee.

- 5. Insurance.** The Sublessee shall at all times and at its cost, maintain public liability insurance or a program of self-insurance covering the subleased premises with limits of at least \$100,000 per person and \$200,000 per occurrence or the statutory limit set forth in section 769.29, Florida Statutes, whichever is greater, for personal injury, loss of property, or death resulting from the negligent act or omission of a Orlando Health, Inc. employee, agent or volunteer while acting in the course and scope of their employment or duties, pursuant to the provisions and limitations of Chapter 284, Part U, and section 768.28, Florida Statutes. The Sublessee shall provide the Sublessor with a copy of the public liability policy.
- 6. Use of Premises.** The Sublessee shall use the subleased premises for the purpose of providing outpatient medical clinic services to children with special health care needs and related activities in support of such medical services and for no other use unless agreed to in writing in advance by the Sublessor in compliance with the Sublessor's underlying lease.
- 7. Compliance with Laws and Regulations.** The Sublessee shall comply with all state, county, and city laws, ordinances, rules, and regulations affecting or respecting the use or occupancy of the subleased premises by Sublessee or the business at any time thereon transacted by the Sublessee.
- 8. Assignment and Subletting.** The Sublessee shall not assign this sublease or sublet all or any part of the subleased premises. Private contractors providing health services in support of Orlando Health, Inc. services from the subleased premises shall not be prohibited by provisions of this sublease.
- 9. Waiver.** No waiver of any of the covenants and agreements herein contained or of any breach thereof shall be taken to construe a waiver of any other subsequent breach of such covenants and agreements or to justify or authorize the non-observance at any other time of the same or any other covenants and agreements hereof.
- 10. Validity.** It is understood and agreed that in the event any provision of this Sublease Agreement is held to be invalid, such portion shall be deemed severable, and it shall not invalidate or impair the agreement as a whole or any other provision of the agreement. If a court of competent jurisdiction determines the entire Sublease Agreement to be void or illegal, this agreement shall be immediately terminated.
- 11. Notices.** All notices under this Sublease Agreement given to the Sublessor shall be given to the Chief, Bureau of General Services, Florida Department of Health, 4052 Bald Cypress Way, Bin B06, Tallahassee, Florida 32399-1734 or at such other place as the Sublessor may designate in writing. All notices given to the Sublessee shall be given to Orlando Health, Inc., Attention: Director of Real Estate, 1414 Kuhl Avenue, MP 71, Orlando, FL 32806 or at such other place as the Sublessee may designate in writing. All notices shall be in writing and shall be sent by certified mail or by personal delivery. Changes to the persons being noticed in this section do not require a formal amendment to this Sublease Agreement.
- 12. Construction by Sublessee.** The Sublessee shall have the right, at any time and from time to time during the term of this sublease, to alter and make improvements on the subleased premises subject to the following conditions:
- A. The cost of any such construction, reconstruction, demolition, or of any change, alteration, or improvements shall be borne and paid for by the Sublessee, who shall contract the work.
 - B. Before any work is undertaken the design must be documented through Construction Documents prepared by a Florida registered Architect or Engineer, and the documents and the plan for implementation found acceptable by the Sublessor at the sole discretion of the Sublessor.

- C. All accepted, documented work shall be performed by licensed and insured contractors in conformance with the accepted documents, applicable codes, standards and permit requirements.

In each of the foregoing instances, the Sublessor shall be without expense therefore; the cost and expense of, including, but not limited to, said approvals, permits, and impact fees, to be borne solely by the Sublessee.

13. Restrictions. The use and occupancy of the Subleased Area as an outpatient medical clinic for children with special health care needs which will be subject to the following restrictions:

- A. Any act which, by chemical or mechanical or surgical means, has the primary, intended result of terminating a fetal or embryonic pregnancy or causing a miscarriage is prohibited.
- B. Any act which, by chemical or mechanical or surgical means, has the primary, intended result or permanent sterilization is prohibited.
- C. Donor insemination of semen or insemination of semen that is totally artificial is prohibited; and in-vitro experimentation or fertilization with human semen is prohibited.
- D. Sublessee will not erect any signage in or about the interior and exterior of the Subleased Area without Sublessor's written consent.
- E. The Sublessor manages physical security of the building through a system of keyed locks and the use of an electronic access control system. Sublessee desired modifications to the systems and Sublessee use of access control devices will be by request to the Sublessor. Requests that the Sublessor determines will reduce building security will not be implemented. The Sublessee shall reimburse the Sublessor for all costs related to a request at such time as a request is implemented. Access control will remain under the Sublessor's control.

14. Sublessee's Ownership of Fixtures and Machinery. It is expressly understood and agreed that any and all fixtures, machinery, and equipment of whatsoever nature at any time constructed, placed, or maintained upon any part of the premises by the Sublessee in compliance with this Sublease shall be and remain the property of the Sublessee.

The Sublessee shall have the right at any time during the Sublessee's occupancy of the premises or within a reasonable time thereafter, to remove any equipment owned or placed by the Sublessee in or upon the premises, or acquired by the Sublessee, whether before or during this sublease, but the Sublessee shall not be obliged to do so.

15. Surrender of Premises. At the termination or expiration of the tenancy hereby created, the Sublessee shall surrender the premises in good condition, reasonable wear and tear excepted, and damage by unavoidable casualty excepted. In the event that no further use of the subleased premises is needed, the Sublessee shall make written notification to the Sublessor at least six months prior to the requested termination and release of the subleased premises. Termination by the Sublessor shall be terminated without further obligation upon the unavailability of the subleased facility or with one year notice to the Sublessee. The Sublessee shall remove all of its equipment before surrendering the premises and shall repair any damage to the subleased premises caused thereby. The Sublessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Sublease Agreement. It is provided however, if the Sublessee holds over after cancellation of this Sublease Agreement, the Sublessee shall be considered a 'tenant at sufferance'. Such action

shall not be deemed to constitute a waiver by the Sublessor of its rights of re-entry or right to evict the Sublessee or take other action against the Sublessee.

16. **Attorneys' Fees.** If any action at law or equity shall be brought on breach of, or to enforce or interpret any covenants, terms or conditions of this Sublease Agreement, or for recovery of possession of the premises, each party shall be responsible for payment of its own costs and attorney & fees.

17. **Entire Agreement.** This Sublease Agreement constitutes the entire agreement between the parties. No amendment, waivers modifications, additions, or addenda to this Sublease Agreement shall be valid unless in writing and signed by both the Sublessor and the Sublessee, except for the Notices provision in paragraph 11.

SUBLESSOR

FLORIDA DEPARTMENT OF HEALTH

By: _____ (SEAL)

Witness

Print/Type Witness Name

Type/Print Name

Title: _____

Witness

Print/Type Witness Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as _____, of _____,
_____, who is/are personally known to me or who has produced
_____ as identification.

Notary Public, State of Florida

Print/Type Notary Name

SUBLESSEE

ORLANDO HEALTH, INC.

By: _____ (SEAL)

Witness

Print/Type Witness Name

Type/Print Name

Title: _____

Witness

Print/Type Witness Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, as _____, of _____,
_____, who is/are personally known to me or who has produced
_____ as identification.

EXHIBIT A

Purpose: To provide the description of the areas within the Florida Department of Health's (FDOH) Viera Children's Medical Services Building for sublease to Orlando Health, Inc., a Not-for-Profit profit provider of health services for children.

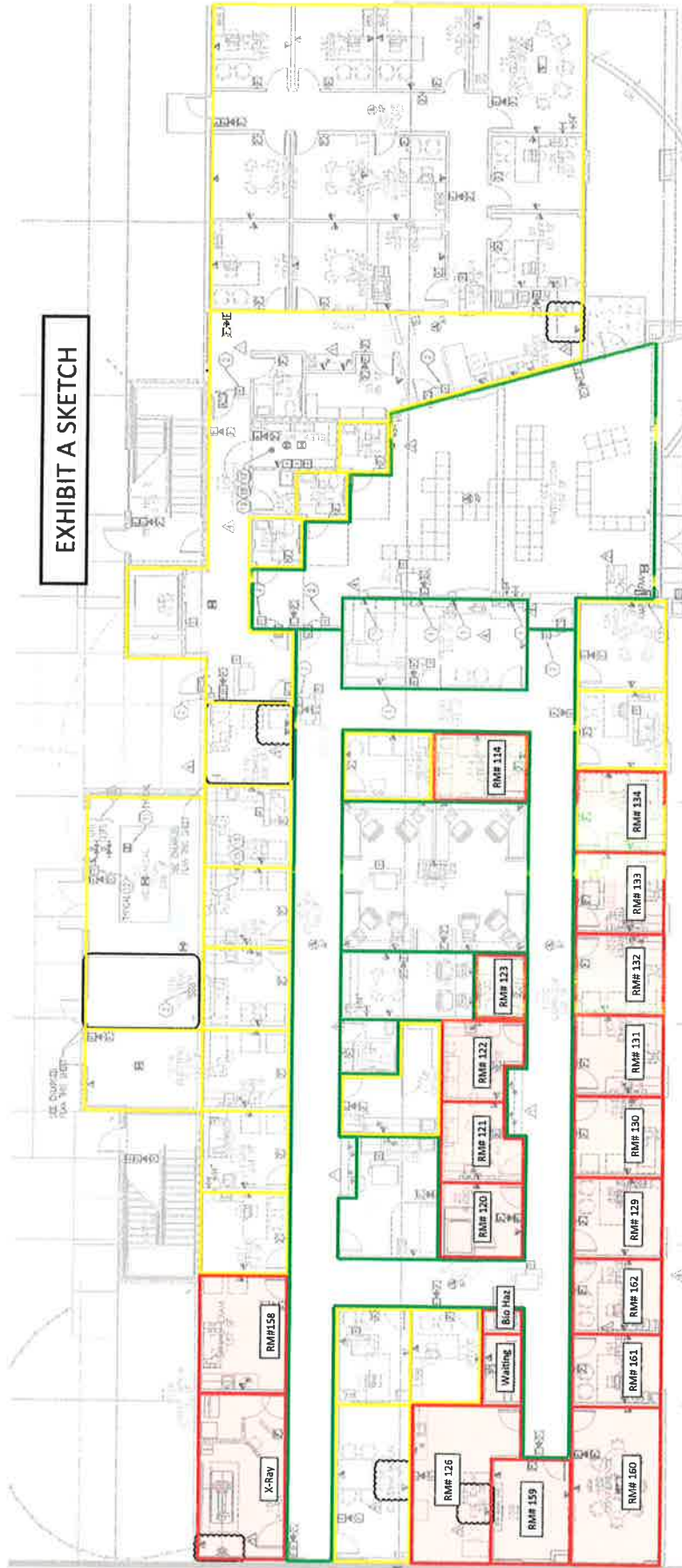
Description: Those areas to be leased to Orlando Health, Inc. for their exclusive use, described through recitation of their existing room numbers, plan names, are as follows: Rooms 103 X – RAY, 158 ORTHO EXAM, 126 EYE EXAM, 159 OPT., 158 WAITING, BIO HAZ., 120 AUDIO, 121 ENT. EXAM, 122 ENT. EXAM, 123 TOILET, 114 WEIGHT MEASURE, 160 CONFERENCE, 161 OFFICE, 162 OFFICE, 129 OFFICE, 130 EXAM, 131 EXAM, 132 EXAM, 133 EXAM and 134 EXAM.

Those areas over which Orlando Health is to have a non-exclusive lease for joint use with the FDOH, described through recitation of their existing room numbers, plan names, are as follows: Rooms 100A CORRIDOR, 100B CORRIDOR, 100C CORRIDOR, 100D CORRIDOR, 100E WAITING, 111 RECEPTION, 115 WORK AREA, 116 CONF., 118 TOILET ROOM, 119 CAST ROOM. And, together with sidewalks, parking areas and access drives needed to serve the sublease spaces as are included as part of the Lease Agreement between the County of Brevard and the FDOH as recorded in Book 5804, Page 395, of the Official Records of Brevard County.

Those areas of the parent lease between FDOH and Brevard County not enumerated are reserved to FDOH and are not part of the sublease.

The attached EXHIBIT A SKETCH provides a sketch of the building First Floor areas.

EXHIBIT A SKETCH



Rooms outlined in Red: Orlando Health Exclusive Use - See square footage identified at the left.

Rooms Outlined in Yellow: Sole use of Children's Medical Services. Also includes 2nd floor of the building.

Rooms Outlined in Green: Shared space between CMA and Orlando Health.

Total Square Feet For Exclusive Use by
Orlando Health = 2,403 SF.

Total Square Feet of Shared Space = 2790 SF.

ORLANDO HEALTH ROOM LIST	
X Ray (190 SF)	RM# 159 - Office (125 SF)
RM# 158 - Ortho Exam (157 SF)	RM# 160 - Conference (214 SF)
RM# 126 - Office (229 SF)	RM# 161 - Office (96 SF)
Waiting Area (157 SF)	RM# 162 - Office (96 SF)
Bio Hazard (13 SF)	RM# 129 - Office (104 SF)
RM# 120 - Audio Exam (95 SF)	RM# 130 - Exam (104 SF)
RM# 121 - Exam (89 SF)	RM# 131 - Exam (104 SF)
RM# 122 - Exam (89 SF)	RM# 132 - Exam (104 SF)
RM# 123 - Bathroom (46 SF)	RM# 133 - Exam (104 SF)
RM# 114 Weight Measure (92 SF)	RM# 134 - Exam (104 SF)

**DRAFT
EXHIBIT B
SHARED FACILITY COSTS**

SHARED FACILITY COSTS (SFC): SFC are defined herewith as the sum of the Facility Operation (FO) costs including services or utilities that are not separated or sub metered to a specific occupant's use and the Cost of Ownership (CoO) to maintain the facility. Cost of Facility Operation does not include janitorial or cleaning costs if occupant parties agree to maintain separate janitorial and cleaning services. SFC will be in units of dollars per square foot (SF) per month. $SFC = FO + CoC$.

FACILITY OPERATION COST (FO): FO is defined herewith as the sum of the yearly cost for building utilities, services, minor maintenance costs and other routine minor building operation costs (as listed in the EXAMPLE). FO will be in units of dollars per SF per month.

COST OF OWNERSHIP (CoO): CoO is defined herewith as the Sublessor's estimate of Present Day Cost to construct the Sublessor's building located at 2565 Judge Fran Jamieson Way, Viera, Florida (the facility), including site work but not inclusive of land costs times a factor of 2% divided by gross building square footage. This calculation is intended to cover the cost of major maintenance of the facility building systems. CoO will be in units of dollars per SF per month.

APPORTIONMENT OF SHARED FACILITY COSTS: SFC shall be apportioned by ratio of the Sublessee's square footage of sublease for exclusive use divided by the facility's gross square footage times the SFC, plus the ratio of shared space within the building under nonexclusive sublease by the Sublessee divided by the gross square footage of the facility times 0.5 times the SFC.

The SFC, the FO cost and the CoO shall be recalculated annually based upon the prior 12 month's expenditures for FO and prior budget year value used by Florida Department of Health in calculating Fixed Capital Outlay new construction budget requests. Items and their related costs may be added or removed from the calculation at the time of annual recalculation by mutual consent of the Sublessor and Sublessee.

EXAMPLE:

FO cost Values using year 2015 data:

Electricity	84,240
Water/Sewer	7,040
Pest Control	571
Building Security	4,200
General Waste Removal	2,051
Minor General Maintenance	6,360
Janitorial Service	62,640
Interior/Exterior Lighting	15,100
HVAC Routine PM5	811
Medical Waste Disposal	1,080
Telephone Service	23,700
Telephone Repair/Maintenance	2,829
Generator Repair/Maintenance	1,038
Scale Repair/Maintenance	762
Fire Sprinkler, extinguishers	432
YEAR TOTAL	\$217,854

Facility Gross SF Area from Permitted Construction Documents is 25,513 SF
 (YEAR TOTAL/GROSS SFAGE)/12 = Facility Operation cost (FO) 2015 - \$0.71
 (\$217,854/25,513)/12= Facility Operation cost (FO) 2015 = \$.71 / SF / Month

Building Security includes: Access control and pass devices, security observation systems if used and operation and maintenance costs of security systems.

Heating Ventilation Air Conditioning (HVAC) Routine Preventative Maintenance (PM) includes: Filter changing, general preventative maintenance inspection and minor service and if a chilled water system is installed, water treatment.

Janitorial Service includes: Floor Maintenance (regular cleaning and twice yearly carpet shampooing or floor stripping and sealing, daily interior trash service, maintenance of toilet areas with provision of consumables and dispensers.

CoO cost Value for Year 2017:

Present Day Cost Construction Cost will be the value produced using the method the Department of Health utilizes for determining funding needs for new facilities. This calculation will be made as if funding were requested in the prior year's Legislative Budget Request.

This takes into account the Gross Square Footage of the building, the estimated cost per SF of construction and multiple factors for site work, permitting costs, design costs, fees and construction process incidentals. The multiple factors are herein reduced to an overall Construction Related cost factor.

After the Florida Department of Health's review of information resources, the CoO factor for Maintenance and Repair of the facility is established an annual cost of 2% of Present Day Construction Cost. This figure is the lower end of the range provided in the document "Committing to the Cost of Ownership Maintenance and Repair of Public Buildings", the Committee on Advanced Maintenance Concepts for Buildings. Building Research Board, Commission on Engineering and Technical Systems, National Research Council. National Academy Press, Washington, D.C. 1990

Facility Gross SF	\$25,513 Gross SF
2017 Building Base Cost	\$220 per SF
Construction Related costs factors	1.363

Gross SF X \$/SF X Building Construction Cost Factor = Present Day Cost (PDC)
 25,513 X \$220 X 1.363 = \$7,650,328

[(PDC X 0.02) /Gross SF]/12 months = CoO, for 2017
 [(7,650,328 X .02)/25,513]/12 = Cost of Ownership (CoO) = \$0.50 per SF per month

SFC using example calculations: SFC = FO + CoO = \$0.71 + \$0.50 = \$1.21 per SF per month

Example Sublessee's Cost: Exclusive Use space 2,403 SF + 2730 SF non-exclusive X 0.5 = 2403 + 1365 = 3768 SF

3768 SF X \$1.21 per SF per month = \$4521.60 per month = \$54,259.20 per year.

Note: Equivalent to \$22.58 per SF of Exclusive Use space per year with utilities.

Meeting Date

October 24, 2017



AGENDA

Section

Consent

Item
No.

H.C.2

AGENDA REPORT

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Award Employee Assistance Program (EAP) Contract to Health Advocate under RFP # P-3-18-03.						
DEPT/OFFICE:	Office of Human Resources/Employee Benefits						
Requested Action:							
That the Board approves the award of contract with Health Advocate for Employee Assistance Program services effective 1/1/2018 as recommended by the Employee Benefits Insurance Advisory Committee (EBIAC). It is requested that the Board authorize the Office of Human Resources, Employee Benefits to negotiate and execute all agreements necessary to place coverage effective January 1, 2018 and authorize the County Manager to execute future renewal options within the agreed upon pricing parameters and with no material changes in the services provided during the term of this agreement.							
Summary Explanation & Background:							
On August 10, 2017 the Office of Human Resources/Employee Benefits published a Request for Proposals, in order to obtain proposals for comprehensive health care services through an employee assistance program (EAP) effective January 1, 2018. Four (4) proposals were received by the August 17, 2017 deadline for EAP services. The County's Employee Benefits Consultant, RobinsonBush, Inc provided an analysis of the responses which were reviewed by The Brevard County Employee Benefits Insurance Advisory Committee (EBIAC) on September 22, 2017. After evaluating and scoring the four proposals received, the EBIAC requested the incumbent, Aetna Behavioral Health and a second proposal from Health Advocate, be invited for interviews and to present their proposals to the EBIAC. On October 6, 2017, The Brevard County Employee Benefits Insurance Advisory Committee (EBIAC) evaluated, scored and ranked the EAP providers interviewed and various program options under consideration. Based on those rankings the EBIAC recommended Health Advocate as the EAP provider for the Brevard County effective January 1, 2018. Health Advocate's proposal offered a fixed rate of \$.95 per employee enrolled in the group health plan per month (PEPM) guaranteed for five (5) years (an initial 3 year agreement and 2, one year, renewal options), which would result in an estimated \$39,523 annual cost. This option replaces the current EAP coverage provided by Aetna and produces an estimated savings of \$27,459 per year during the contracts guarantee period compared to the incumbents proposed fee of \$1.61 PEPM for renewal of EAP services currently provided. Health Advocate guarantees that EAP Service Fees will increase by no more than 10% in any subsequent renewal term following the five year rate guarantee. Coverage will be provided to all full-time employees and dependents, part-time employees and dependents, retired employees and dependents of Brevard County and the employer groups participating in the County's group health insurance program. Each Covered Person may receive six (6) counseling sessions (including the initial evaluation and assessment session(s) per problem per contract year with a Health Advocate Counselor through the Employee Assistance Program. Additional Work/Life balance programs are also included with this program and will be available to all covered members. FISCAL IMPACT: The estimated \$39,523 annual cost for the contracted services will be covered through resources currently allocated in the Human Resources budget to Cost Center 389420, Fund Account 5051. This option replaces the current EAP coverage provided by Aetna and produces an estimated savings of \$27,459 per year (\$137,295 over the 5 year contract guarantee period) from the incumbents proposed fees for renewal of EAP services.							
Exhibits Attached: EBIAC Ranking Sheet for RFP # P-3-18-03; Employee Assistance Program (EAP).							
Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	☐	No	☐	PR ☐
		Assistant County Manager			Department Director/ Extension		
County Manager Frank Abbate		Assistant County Manager			Gerard Visco, Dir Human Resources x52031		



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

MEMORANDUM

TO: Gerard Visco, Human Resources Director

RE: Item II.C.2., Approval of Award Employee Assistance Program (EAP) Contract to Health Advocate Under RFP #P-3-18-03

The Board of County Commissioners, in regular session on October 24, 2017, approved and awarded the contract with Health Advocate for Employee Assistance Program Services effective January 1, 2018, as recommended by the Employee Benefits Insurance Advisory Committee (EBIAC); authorized the Office of Human Resources, Employee Benefits, to negotiate and execute all agreements necessary to place coverage effective January 1, 2018; and authorized the County Manager to execute future renewal options within the agreement upon pricing parameters and with no material changes in the services provided during the term of this agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

cc: Finance
Budget

Consultant to Perform Brevard County Employee Assistance Program

#P-3-18-03

RANKING SHEET

MEETING DATE: <u>October 6, 2017 Post</u> Date <u>Oct. 6, 2017 2:30 p.m. through Oct.</u> <u>13, 2017 @ 5:00 pm</u>			
	PROPOSALS		
	Aetna Behavioral Health LLC	Health Advocate	
COMMITTEE MEMBER			
Bonnie Urbano	2	1	
Cecilia Burke	2	1	
Chris DiSciascio	2	1	
Ed Washburn	2	1	
Jerry Visco	2	1	
Jill Hayes	2	1	
Karen Hirschmiller	2	1	
Lisa Gillis	2	1	
Molly Tice	2	1	
Paula Berntson	2	1	
TOTAL*	20	10	
Committee unanimously selected Health Advocate to negotiate final contract for EAP Services			

*TOTAL EQUALS THE SUM OF INDIVIDUAL SCORER'S RANKS (i.e. 1st, 2nd, etc.)

**LOWEST TOTAL IS BEST RANKED OVERALL.

p31803ranking2.xls

Help is only a phone call away

Employee Assistance

Your employee assistance program (EAP) is designed to help you lead a happier and more productive life at home and at work. Call for confidential access to a Licensed Professional Counselor who will help you define the problem clearly and assist you.

Get unlimited help with personal, family, and work issues such as:

- Stress, depression, anxiety
- Relationship issues, divorce
- Job stress, work conflicts
- Family and parenting problems
- Anger, grief and loss
- Addiction, eating disorders, mental illness
- And more!

Your counselor will either address your concerns during your sessions, or will refer you to appropriate licensed professionals, counselors or community resources for long-term help.

Plus, you have unlimited access to our Medical Bill Saver™ service for help lowering the balance on non-covered medical and dental bills.

Who is covered?

Health Advocate is available to eligible employees, their spouses or domestic partners, dependent children, parents and parents-in-law.

Work/Life Balance

You can also reach out to a specialist for help with balancing work and life issues. Just call and one of our Work/Life Specialists can answer your questions as well as put you in touch with resources in the following areas...

Childcare Services

- Childcare centers
- Babysitter tips
- Family-run child care homes
- Community resources
- Nanny agencies
- Pre-schools

Eldercare Services

- Assisted living
- Nursing homes
- Independent living
- Adult day care services
- Geriatric care managers
- Adults with disabilities

Legal Services

- Personal/family elder law
- Real estate
- Identity theft

Financial Services

- Debt management
- Budgeting
- Credit report issue

Additional features

- Medical Bill Saver™ service for help lowering the balance on non-covered medical and dental bills.



24/7
support

877.240.6863

Email: answers@HealthAdvocate.com
Web: HealthAdvocate.com/members

Meeting Date
10/24/17



AGENDA	
Section	Consent
Item No.	II C.3

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Group Self-Insured Health Plan design changes to update Health and Wellness Programs
DEPT/OFFICE:	Human Resources / Employee Benefits

Requested Action:

That the Board of County Commissioners approves changes to the plan design of the Group Self Insured Health Plan recommended to update health and wellness incentive programs.

Summary Explanation & Background:

The Brevard County Board of County Commissioners provides employees a comprehensive health plan that incorporates a Wellness Program into the work environment. In an effort to continue to encourage employees to adopt a healthier lifestyle, the Employee Benefits Insurance Advisory Committee (EBIAC) at its October 6, 2017 meeting, recommended that the Board update the Adherence Based Health Incentives program established in Special Session on January 22, 2015.

The EBIAC vote to update the wellness program by requiring completion of a combination of activities and biometric screenings or a physical exam was 9 to 1 in favor. The no vote was cast by a member in favor of additional, more expansive requirements then the majority was willing to recommend at this time. All EBIAC members were in favor of requiring the completion of more than just a biometric screening and health assessment that has been the requirement for the past two years.

The group self-insured health plan design changes requested by the EBIAC impact both Health Reimbursement Account funds available to employees and PPO deductible obligations that must be met by plan members by encouraging all primary plan members to complete the following:

1. Participation in Biometric screenings at health fairs or open enrollment, completion of a Health Assessment at www.mycigna.com (these are the current plan year requirements) and completion of two (2) additional activity options from the attached list OR...
2. Getting an Annual Physical Exam from their Primary Care Physician, completing a Health Assessment at www.mycigna.com and completion of just one (1) additional activity option from the attached list.

Participation is voluntary, but it is the only way to qualify for the HRA contributions and PPO Deductible incentives that will be in effect for the 2019 plan year. Upon completion of the annual wellness program requirements outlined above each HRA participant will receive contributions to their HRA account as follows:

Member	Board Contribution
Less than \$35,000 salary	\$1,000.00
\$35,000-\$70,000	\$750.00
Greater than \$70,000	\$500.00
Retirees	\$500.00

HRA participants electing not to complete the annual wellness program requirements will not receive an employer contribution to their HRA account on January 1 of the next plan year.

PPO participants that complete the annual wellness program requirements will have their in-network calendar year deductible reduced from \$1000 per individual / \$2000 per family to \$600 ind / \$1200 family.

The recommendations made by the EBIAC are in keeping with prior Board direction that would, over time, increase the level of wellness participation required of health plan members in order to earn some part of the benefits provided to them. The goal being to encourage employees to improve their health with the knowledge gained through participation in these initiatives.

Clerk to the Board Instructions:					
Exhibits Attached: 2018 Incentive Awards Program					
Contract /Agreement (If attached): Reviewed by County Attorney			Yes	☐	No
				☐	PR ☐
County Manager	Assistant County Manager		Department Director / Extension		
Frank Abbate 			 Jerry Visco, Human Resources Director / x55446		

BCC-149 (Rev.6-8-2015) / Electronic Form



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

MEMORANDUM

TO: Gerard Visco, Human Resources Director

RE: Item II.C.3., Approval of Group Self-Insured Health Plan Design Changes to Update Health and Wellness Programs

The Board of County Commissioners, in regular session on October 24, 2017, approved changes to the plan design of the Group Self-Insured Health Plan recommended to update health and wellness incentive programs.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

cc: Finance
Budget



2018 Incentive Awards Program through MotivateMe

All active employees enrolled in any of the Brevard County Government health plans are eligible to participate in the 2018 Incentive Awards Program. In order to qualify for the incentives that will be effective for the 2019 plan year, you must complete the Required Activities in Step 1 (either **A or B**) PLUS one or two additional activities as described below in Step 2.

STEP 1: REQUIRED ACTIVITIES	
A	B
Get an <u>Annual Physical</u> with your primary care physician <u>and</u> Complete your personalized health assessment on Mycigna.com	Get a <u>Biometric Screening</u> at work or at a health fair <u>and</u> Complete your personalized health assessment on Mycigna.com
OR	
<i>Upon completion of the activities above, you must also complete ONE (1) of the additional activities listed below:</i>	<i>Upon completion of the activities above, you must also complete TWO (2) of the additional activities listed below:</i>
STEP 2: ADDITIONAL ACTIVITY OPTIONS TO QUALIFY FOR INCENTIVE	
Activity	Description
Flu Shot	• Get a flu shot
Age and Gender Appropriate Preventive Screening (each screening counts as an activity)	• Mammogram • Colonoscopy • Well Woman Visit • Adult Age Specific Vaccination (e.g. Shingles, Pneumonia)
Spouse Physical	• Have your spouse get an annual physical with a physician (if your spouse is covered under the County's health plan)
Dental Preventive Cleanings	• Get your teeth professionally cleaned (each cleaning counts as 1 activity)
Health Coaching	• Disease Management / Chronic Condition Coaching (engage in Telephonic Coaching with your health plan)
	• Onsite Coaching (meet with BOCC's Onsite Health Coach)
	• Online Coaching (complete 4 of the following 6 online sessions to count as 1 activity): *Nutrition*Exercise*Mood*Stress*Weight Loss*Tobacco
Apps & Activities	• Complete Apps & Activities on mycigna.com (Apps & Activities is considered "completed" when 1,000 points within the module are achieved)

Our Goal is Optimal Health for our Valued Employees!

Meeting Date
October 24, 2017



AGENDA	
Section	Consent
Item No.	<i>II.D.1</i>

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	District Commissioner Appointments / Reappointments
DEPT/OFFICE:	Board of County Commissioners

Requested Action:

It is requested that the Board acknowledge the attached appointment(s) to Citizen Advisory Board.

Summary Explanation & Background:

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Clerk to the Board instruction:

Exhibits Attached

Contract /Agreement (If attached): Reviewed by County Attorney

Yes	☐	No	☐	PR	☐
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County Manager Frank Abbate	Interim Assistant County Manager Jim Liesenfelt	Department Director / Extension
	Assistant County Manager John Denninghoff	



COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Road, NE

Suite 4

Palm Bay, FL 32905

John.Tobia@Brevardfl.gov

BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 3 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT CANDIDATE

Name of Committee: EELS Program Recreation and Education Advisory Committee

Name of Appointee: Alec Buchness

Home Address: 2709 Bradford Dr.
West Melbourne, FL 32904

Phone Number:

Cell Number: 321-505-2872

Business Number:

Business Fax Number:

Email Address: alecbuchness@gmail.com

Reappointment: Yes () No (X)

Replacing: Brian Reed

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



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 BOARD APPOINTMENT CANDIDATE

Name of Committee: Planning and Zoning Board (alternate)

Name of Appointee: Frederick Grable, Sr.

Home Address: 406 Warwick St. SE
Palm Bay, FL 32909

Phone Number: 321-215-7339

Cell Number: 813-618-1478

Business Number:

Business Fax Number:

Email Address: ffg1966@hotmail.com

Reappointment: Yes () No (X)

Replacing: Patrick Reed

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



II. D. 1
attchments

COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Road, NE

Suite 4

Palm Bay, FL 32905

John.Tobia@Brevardfl.gov

BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 3 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT CANDIDATE

Name of Committee: Parks and Rec South Service Sector Advisory Board

Name of Appointee: Charles Roger Hardin

Home Address: 290 Heron Dr.
Melbourne Beach, FL 32951

Phone Number: 321-723-9094

Cell Number: 321-431-6779

Business Number:

Business Fax Number:

Email Address: charlesrhardin@aol.com

Reappointment: Yes () No (X)

Replacing: Pat Langiotti

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



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 BOARD APPOINTMENT CANDIDATE

Name of Committee: Transportation Planning Organization Citizens Advisory Board

Name of Appointee: Christopher Durie

Home Address: 1517 Alaqua Way
West Melbourne, FL 32904

Phone Number:

Cell Number: 321-266-4515

Business Number:

Business Fax Number:

Email Address: cdurie@gmail.com

Reappointment: Yes () No (X)

Replacing: Peter Fusscas

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



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 BOARD APPOINTMENT CANDIDATE

Name of Committee: Zoning Board of Adjustment (alternate)

Name of Appointee: David Pasley

Home Address: 4740 S. Highway A1A
 Melbourne Beach, FL 32951

Phone Number: 321-409-9204

Cell Number: 321-213-2832

Business Number:

Business Fax Number:

Email Address: dpasley@cfl.rr.com

Reappointment: Yes (X) No ()

Replacing: Reappointment

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Road, NE

Suite 4

Palm Bay, FL 32905

John.Tobia@Brevardfl.gov

BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 3 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT CANDIDATE

Name of Committee: Zoning Board of Adjustment

Name of Appointee: Robert Dale Rhodes

Home Address: 855 Daytona Dr. NE
Palm Bay, FL 32905

Phone Number:

Cell Number: 321-917-6596

Business Number:

Business Fax Number:

Email Address: rdrmanofhonor@gmail.com

Reappointment: Yes () No (X)

Replacing: James Rosasco

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



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 BOARD APPOINTMENT CANDIDATE

Name of Committee: **Building and Construction Advisory Committee**

Name of Appointee: **Arthur Belefant**

Home Address: **305 Oak Street**
Melbourne Beach, FL 32951

Phone Number:

Cell Number: **321-724-4536**

Business Number:

Business Fax Number:

Email Address: **a.belefant@ieee.org**

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

Replacing: **Ed Fleis**

Term of Appointment: **10/24/17-12/31/18**

Office Contact: **Bethany Iliff**

Date of Request: **10/24/17**



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 BOARD APPOINTMENT CANDIDATE

Name of Committee: **Building and Construction Advisory Committee**

Name of Appointee: **Daniel McHugh**

Home Address: **1424 Salerno Ave**
Palm Bay, FL 32909

Phone Number:

Cell Number: **321-745-0561**

Business Number:

Business Fax Number:

Email Address: **mchugh731@icloud.com**

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

Replacing: **Michael Williams**

Term of Appointment: **10/24/17-12/31/18**

Office Contact: **Bethany Iliff**

Date of Request: **10/24/17**



COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Road, NE

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Palm Bay, FL 32905

John.Tobia@Brevardfl.gov

BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 3 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT CANDIDATE

Name of Committee: Community Action Board

Name of Appointee: Dawn Causey Davis

Home Address: 2624 Tuscarora Ct.
West Melbourne, FL 32904

Phone Number:

Cell Number: 386-336-6056

Business Number:

Business Fax Number:

Email Address: realmuch@hotmail.com

Reappointment: Yes () No (X)

Replacing: Lori Helton

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Road, NE

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Palm Bay, FL 32905

John.Tobia@Brevardfl.gov

FROM THE DISTRICT 3 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT CANDIDATE

Name of Committee: Contractors Licensing Board

Name of Appointee: Patrick Ripton

Home Address: 290 Hiawatha Way
Melbourne Beach, FL 32951

Phone Number:

Cell Number: 561-248-6368

Business Number:

Business Fax Number:

Email Address: mripton@aol.com

Reappointment: Yes () No (X)

Replacing: Tim Davis

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Road, NE

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Palm Bay, FL 32905

John.Tobia@Brevardfl.gov

FROM THE DISTRICT 3 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT CANDIDATE

Name of Committee: Contractors Licensing Board

Name of Appointee: Robert J. Abend

Home Address: 8790 S Highway A1A
Melbourne Beach, FL 32951

Phone Number:

Cell Number: 310-346-6543

Business Number:

Business Fax Number:

Email Address: rjabend@gmail.com

Reappointment: Yes () No (X)

Replacing: Ron Nost

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Road, NE

Suite 4

Palm Bay, FL 32905

John.Tobia@Brevardfl.gov

BOARD OF COUNTY COMMISSIONERS

**FROM THE DISTRICT 3 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT CANDIDATE**

Name of Committee: Historical Commission

Name of Appointee: Arlene Naulty

Home Address: 3924 Southwind Dr.

West Melbourne, FL 32904

Phone Number: 321-768-9500

Cell Number: 321-890-2839

Business Number:

Business Fax Number:

Email Address: amnaulty@aol.com

Reappointment: Yes () No (X)

Replacing: Alan Brech

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



BOARD OF COUNTY COMMISSIONERS

COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Road, NE

Suite 4

Palm Bay, FL 32905

John.Tobia@Brevardfl.gov

*II, D /
Attachment
Replacement*

FROM THE DISTRICT 3 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT CANDIDATE

Name of Committee: Historical Commission

Name of Appointee: Susan Tritt

Home Address: 2732 Madrigal Lane
West Melbourne, FL 32904

Phone Number: 321-956-7556

Cell Number: 321-473-4095

Business Number:

Business Fax Number:

Email Address: sftritt@cfl.rr.com

Reappointment: Yes () No (X)

Replacing: Brad Logsdon

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



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 BOARD APPOINTMENT CANDIDATE

Name of Committee: Historical Commission

Name of Appointee: Susan Tritt

Home Address: 2732 Madrigal Lane
West Melbourne, FL 32904

Phone Number: 321-956-7556

Cell Number: 321-473-4095

Business Number:

Business Fax Number:

Email Address: sftritt@cfl.rr.com

Reappointment: Yes () No (X)

Replacing: Benjamin Dibiaise

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



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 BOARD APPOINTMENT CANDIDATE

Name of Committee: Parks & Recreation South Service Sector Advisory Board

Name of Appointee: Lewis Shigley

Home Address: 140 Warsteiner Way, #301
Melbourne Beach, FL 32951

Phone Number:

Cell Number: 321-745-8297

Business Number:

Business Fax Number:

Email Address: lewisshigley@msn.com

Reappointment: Yes () No (X)

Replacing: Steve Ranieri

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



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 BOARD APPOINTMENT CANDIDATE

Name of Committee: Parks and Rec South Service Sector Advisory Board

Name of Appointee: Roland Van Arsdale

Home Address: 2502 Aristocrat Dr.
Melbourne, FL 32901

Phone Number:

Cell Number: 321-725-3804

Business Number:

Business Fax Number:

Email Address: rvanarsdale@juno.com

Reappointment: Yes () No (X)

Replacing: John Kendrick

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Road, NE

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Palm Bay, FL 32905

John.Tobia@Brevardfl.gov

BOARD OF COUNTY COMMISSIONERS

FROM THE DISTRICT 3 COMMISSION OFFICE
ADVISORY BOARD APPOINTMENT CANDIDATE

Name of Committee: Emergency Medical Services Review Committee

Name of Appointee: Kathleen Lawson

Home Address: 2012 Malabar Lakes Dr. NE
Palm Bay, FL 32905

Phone Number:

Cell Number: 321-591-9336

Business Number:

Business Fax Number:

Email Address: kjlawson2@aol.com

Reappointment: Yes () No (X)

Replacing: Vacant

Term of Appointment: 10/24/17-12/31/18

Office Contact: Bethany Iliff

Date of Request: 10/24/17



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Alec Buchness
2709 Bradfordt Drive
West Melbourne, FL 32904

Dear Mr. Buchness:

Re: Appointment to EEL Program Recreation and Education Advisory Committee

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the EEL Program Recreation and Education Advisory Committee, replacing Brian Reed. Said term of appointment expires December 31, 2018. Enclosed are memorandums explaining the "Sunshine Law" and 2016 changes to Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

Encls. (2)

/dt

cc: Commissioner Tobia
EEL Program Manager



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Frederick Grable, Sr.
406 Warwick St. SE
Palm Bay, FL 32909

Dear Mr. Grable:

Re: Appointment to Planning and Zoning Board

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment as alternate to the Planning and Zoning Board, replacing Patrick Reed. Said term of appointment expires December 31, 2018.

Florida Statutes, Section 112.3145(5), requires the County Commission to provide forms and notices to each local officer required to file statements of financial disclosure. The term "local officer" is defined in Florida Statutes 112.3145(1)(a). Enclosed for your necessary action are the Disclosure Form and Guidelines to Code of Ethics. Please file same with the Supervisor of Elections, 400 South Street, Titusville, FL 32780. Also enclosed are memorandums explaining the "Sunshine Law" and 2016 changes to the Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (3)

cc: Commissioner Tobia
Planning and Development Director



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Charles Roger Hardin
290 Heron Drive
Melbourne Beach, FL 32951

Dear Mr. Hardin:

Re: Appointment to Parks and Recreation South Service Sector Advisory Board

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the Parks and Recreation South Service Sector Advisory Board, replacing Pat Langiotti. Said term of appointment expires December 31, 2018. Enclosed are memorandums explaining the "Sunshine Law" and 2016 changes to Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (2)

cc: Commissioner Tobia
Parks and Recreation Director



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Christopher Durie
1517 Alaqua Way
West Melbourne, FL 32904

Dear Mr. Durie:

Re: Appointment to Transportation Planning Organization Advisory Board

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the Transportation Planning Organization Advisory Board, replacing Francis Clifford. Said term of appointment expires December 31, 2018. Enclosed are memorandums explaining the "Sunshine Law" and 2016 changes to Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (2)

cc: Commissioner Tobia
Transportation Planning Director



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

David Pasley
4740 S. Highway A1A
Melbourne Beach, FL 32951

Dear Mr. Pasley:

Re: Reappointment to Zoning Board of Adjustment

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your reappointment as alternate to the Zoning Board of Adjustment. Said term of appointment expires December 31, 2018.

Your continued willingness to serve the citizens of Brevard County in this capacity is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

cc: Commissioner Tobia
Planning and Development Director



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Robert Dale Rhodes
855 Daytona Dr. NE
Palm Bay, FL 32905

Dear Mr. Rhodes:

Re: Appointment to Zoning Board of Adjustment

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment as to the Zoning Board of Adjustment, replacing James Rosasco. Said term of appointment expires December 31, 2018.

Florida Statutes, Section 112.3145(5), requires the County Commission to provide forms and notices to each local officer required to file statements of financial disclosure. The term "local officer" is defined in Florida Statutes 112.3145(1)(a). Enclosed for your necessary action are the Disclosure Form and Guidelines to Code of Ethics. Please file same with the Supervisor of Elections, 400 South Street, Titusville, FL 32780. Also enclosed are memorandums explaining the Sunshine Law and 2016 changes to the Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (3)

cc: Commissioner Tobia
Planning and Development Director



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Arthur Belefant
305 Oak Street
Melbourne Beach, FL 32951

Dear Mr. Belefant:

Re: Appointment to Building and Construction Advisory Committee

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the Building and Construction Advisory Committee, replacing Ed Fleis. Said term of appointment expires December 31, 2018. Enclosed are memorandums explaining the "Sunshine Law" and 2016 changes to Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (2)

cc: Commissioner Tobia
Planning and Development Director



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Daniel McHugh
1424 Salerno Avenue
Palm Bay, FL 32909

Dear Mr. McHugh:

Re: Appointment to Building and Construction Advisory Committee

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the Building and Construction Advisory Committee, replacing Michael Williams. Said term of appointment expires December 31, 2018. Enclosed are memorandums explaining the "Sunshine Law" and 2016 changes to Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (2)

cc: Commissioner Tobia
Planning and Development Director



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Lewis Shigley
140 Warsteiner Way, #301
Melbourne Beach, FL 32951

Dear Mr. Shigley:

Re: Appointment to Parks and Recreation South Service Sector Advisory Board

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the Parks and Recreation South Service Sector Advisory Board, replacing Steve Ranieri. Said term of appointment expires December 31, 2018. Enclosed are memorandums explaining the "Sunshine Law" and 2016 changes to Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (2)

cc: Commissioner Tobia
Parks and Recreation Director



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Roland Van Arsdale
2502 Aristocrat Drive
Melbourne, FL 32901

Dear Mr. Arsdale:

Re: Appointment to Parks and Recreation South Service Sector Advisory Board

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the Parks and Recreation South Service Sector Advisory Board, replacing John Kendrick. Said term of appointment expires December 31, 2018. Enclosed are memorandums explaining the "Sunshine Law" and 2016 changes to Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (2)

cc: Commissioner Tobia
Parks and Recreation Director



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Tammy.Rowe@brevardclerk.us

October 25, 2017

Dawn Causey Davis
2624 Tuscarora Court
West Melbourne, FL 32904

Re: Appointment to Community Action Board

Dear Ms. Davis:

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the Community Action Board, replacing Lori Helton. Said term of appointment expires December 31, 2018. Enclosed are memorandums explaining the "Sunshine Law" and 2016 changes to Voting Conflict Law for your information.

Your continued willingness to serve the citizens of Brevard County in this capacity is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (2)

cc: Commissioner Tobia
Housing and Human Services



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Patrick Ripton
290 Hiawatha Way
Melbourne Beach, FL 32951

Dear Mr. Ripton:

Re: Appointment to Contractors' Licensing Board

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 25, 2017, acknowledged your appointment to the Contractors' Licensing Board, replacing Tim Davis. Said term of appointment expires December 31, 2018.

Florida Statutes, Section 112.3145(5), requires the County Commission to provide forms and notices to each local officer required to file statements of financial disclosure. The term "local officer" is defined in Florida Statutes 112.3145(1)(a). Enclosed for your necessary action are the Disclosure Form and Guidelines to Code of Ethics. Please file same with the Supervisor of Elections, 400 South Street, Titusville, FL 32780. Also enclosed are memorandums explaining the Sunshine Law and 2016 changes to the Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (3)

cc: Commissioner Tobia
Planning and Development Director



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Robert J. Abend
8790 S. Highway A1A
Melbourne Beach, FL 32951

Dear Mr. Abend:

Re: Appointment to Contractors' Licensing Board

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the Contractors' Licensing Board, replacing Ron Nost. Said term of appointment expires December 31, 2018.

Florida Statutes, Section 112.3145(5), requires the County Commission to provide forms and notices to each local officer required to file statements of financial disclosure. The term "local officer" is defined in Florida Statutes 112.3145(1)(a). Enclosed for your necessary action are the Disclosure Form and Guidelines to Code of Ethics. Please file same with the Supervisor of Elections, 400 South Street, Titusville, FL 32780. Also enclosed are memorandums explaining the Sunshine Law and 2016 changes to the Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (3)

cc: Commissioner Tobia
Planning and Development Director



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Tammy.Rowe@brevardclerk.us

October 25, 2017

Arlene Nautly
3924 Southwind Drive
West Melbourne, FL 32904

Dear Ms. Nautly:

Re: Appointment to Historical Commission

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the Historical Commission, replacing Alan Brech. Said term of appointment expires December 31, 2018. Enclosed are memorandums explaining the Sunshine Law and 2016 changes to Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (2)

cc: Commissioner Tobia
Historical Commission



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Susan Tritt
2732 Madrigal Lane
West Melbourne, FL 32904

Dear Ms. Tritt:

Re: Appointment to Historical Commission

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the Historical Commission, replacing Brad Logsdon. Said term of appointment expires December 31, 2018. Enclosed are memorandums explaining the Sunshine Law and 2016 changes to Voting Conflict Law for your information.

Your willingness to serve the citizens of Brevard County in this capacity is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encls. (2)

cc: Commissioner Tobia
Historical Commission



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

Kathleen Lawson
2012 Malabar Lakes Drive NE
Palm Bay, FL 32905

Dear Ms. Lawson:

Re: Appointment to Emergency Medical Services Review Committee

On the recommendation of Commissioner John Tobia, the Board of County Commissioners, in regular session on October 24, 2017, acknowledged your appointment to the Emergency Medical Services Review Committee. Said term of appointment expires December 31, 2018. Enclosed are memorandums explaining the "Sunshine Law" and 2016 changes to Voting Conflict Law for your information.

Your continued willingness to serve the citizens of Brevard County in this capacity is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/dt

Encl. (2)

cc: Commissioner Tobia
Fire Rescue Chief

Meeting Date
October 24, 2017



AGENDA	
Section	Consent
Item No.	II D.2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Billfolder								
DEPT/OFFICE:	Finance / Board of County Commissioners								
Requested Action:									
It is requested that the Board of County Commissioners approve the attached Billfolder.									
Summary Explanation & Background:									
Clerk to the Board Instructions:									
Exhibits Attached: Billfolder									
Contract / Agreement (If attached): Reviewed by County Attorney				Yes	☐	No	☐	PR	☐
County Manager Frank Abbate		Assistant County Manager John Denninghoff			Department Director / Extension				
		Interim Assistant County Manager Jim Liesenfelt							

Meeting Date
October 24, 2017



AGENDA	
Section	PUBLIC HEARING
Item No.	IV.A

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Petition to Vacate Re: Moody Terrace - 20.0 ft. Wide Public Right-of-Way – S.F. Gray's Subdivision - Mims – Shirley G. White – District 1 (Fiscal impact: \$640.00 Vacating Application Fee Paid by Petitioner)						
DEPT/OFFICE	Public Works Department – Surveying Section						
Requested Action:							
It is requested that the Board of County Commissioners (BOCC) conduct a public hearing to consider the vacating of Moody Terrace, an unopened, 20.0 ft. wide public right-of-way in "S. F. Gray's Subdivision", Mims, Florida. If approved, it is requested that the Board authorize the Chairman to: a) sign the attached Resolution approving the vacating; b) accept the conveyance of the additional right-of-way from the Petitioner for the right-of-way of Myrtle Avenue; c) refund the fee to the Petitioner for the Ownership and Encumbrance Report for the additional right-of-way; d) sign the Partial Release of Mortgage and e) authorize Health and Human Resources Dept. to update all pertinent documents relating to the mortgage.							
Summary Explanation & Background:							
Florida Statutes, Section 336.09 and Brevard County Article II, Section 86-36, provide a method to the Board of County Commissioners to vacate and abandon unused rights-of-way and easements. The Petitioner as owner of Tax Parcel T-02 which adjoins the north right-of-way line of Moody Terrace is requesting the vacating to remove her previously owned residence on Tax Parcel T-01 which abuts Moody Terrace, a carport and a dog pen as encroachments into the right-of-way and allow for the post-construction permitting of a fence installed to provide increased security, prevent illegal dumping and improved general maintenance. As part of the vacating, the Petitioner agrees to convey the west 20.0 ft. of her residential parcel T-01 to the County for the additionally right-of-way of Myrtle Avenue. The additional right-of-way parcel contains approximately 1,260 square feet and the area of right-of-way to be vacated is 5,784 square feet, more or less. September 25, 2017, the legal notice was advertised in Florida TODAY informing the public of the date a public hearing would be held to consider the vacating. All pertinent County agencies and public utility companies have been notified and at this time, no objections have been received. The Board has previously adopted three petitions for the vacating of rights-of-way within this plat. The subject parcel is located in Mims as follows: Begin at the intersection of U. S. Highway No. 1 and Wiley Avenue; thence 0.38 miles east along Wiley Avenue; thence 0.13 miles south along Myrtle Avenue to the Moody Terrace right-of-way on the east (left). Fiscal Impact: The petitioners are charged \$640 for processing, advertising, and recording costs associated with the vacating of a county right-of-way or easement. These fees are deposited in Fund 0002-30265-3699000, revenue account for vacatings. Name: Marc.Cazessus@brevardfl.gov Phone: Ext. 57315 Exhibits Attached: Resolution, Appraisers detail sheet, vicinity map, aerial map, plat (if applicable), petitioner's deed, boundary survey (if available), boundary survey (right-of-way vacating) or sketch and description (easement vacating), comment summary sheet and legal notice of public hearing advertisement. Clerk to the Board instruction: Advertise Approved Resolution Notice and Record Vacating Resolution Documents as one, resolution type document which in sequence includes the proof of publication of the public hearing notice, the approved/signed resolution, and the proof of publication of the adopted resolution notice. Record the additional right-of-way deed.							
Contract / Agreement (If attached):		Reviewed by County Attorney	Yes	☐	No	☐	PR ☐
County Manager Frank Abbate		Assistant County Manager John P. Denninghoff		Interim Department Director / Extension Andrew J. Homes, P.E. / Ext. 57202			
		Assistant County Manager Jim Liesenfelt					



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Tammy.Rowe@brevardclerk.us

November 16, 2017

M E M O R A N D U M

TO: Andrew Holmes, Public Works Director Attn: Marc Cazessüs

RE: Item IV.A., Resolution Vacating Moody Terrace an Unopened 20.0 Foot Wide Public Right-of-Way in S. F. Gray's Subdivision, Mims – Shirley G. White

The Board of County Commissioners, in regular session on October 24, 2017, executed and adopted Resolution No. 17-213, vacating Moody Terrace an unopened 20.0 foot wide public right-of-way in S. F. Gray's Subdivision, Mims, as petitioned by Shirley G. White; accepted the conveyance of the additional right-of-way from the petitioner for the right-of-way of Myrtle Avenue; granted refund of the \$175 fee to the petitioner for the Ownership and Encumbrance Report for the additional right-of-way; executed the Partial Release Mortgage; and authorized the Health and Human Resources Department to update all pertinent documents relating to the mortgage.

The originals of the Resolution No. 17-213 and the Partial Release Mortgage were provided to you by United States Postal Service.

Upon recordation, please provide original Resolution and copy of the Partial Release Mortgage to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

cc: Housing and Human Services Director
Finance
Budget

VACATING OF MOODY TERRACE, AN UNOPENED 20.0 FT. WIDE PUBLIC RIGHT-OF-WAY, S.F. GRAY'S SUBDIVISION IN SECTIONS 17, TOWNSHIP 21 SOUTH, RANGE 35 EAST, MIMS, FLORIDA

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **SHIRLEY G. WHITE** with the Board of County Commissioners to vacate Moody Terrace, an unopened 20.0 ft. wide public right-of-way in Mims, Brevard County, Florida, described as follows:

SEE ATTACHED PETITIONER'S RIGHT-OF-WAY BOUNDARY SURVEY

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

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

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

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

DONE, ORDERED AND ADOPTED, in regular session, this 24th day of October, 2017 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:


SCOTT ELLIS, CLERK


RITA PRITCHETT VICE CHAIRWOMAN

As approved by the Board on:
October 24, 2017

BOUNDARY SURVEY

SECTION 17, T.21S., R.35E.

LEGAL DESCRIPTION: ("MOODY TERRACE" 20' R/W. TO BE VACATED)

THE 20 FOOT ROAD RIGHT OF WAY KNOWN AS "MOODY TERRACE" LYING NORTH OF BLOCK "I", OF JEFF CUYLER'S SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 18, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. AND SOUTH OF BLOCK "T", GRAY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 2, OF SAID PUBLIC RECORDS. LESS AND EXCEPT THE EAST 5.00 FEET AND THE WEST 20.00 FEET THEREOF.

NOTES:

1. ALL IRON RODS SET ARE 18" #4 (1/2") REBAR WITH CAP MARKED HOLLEY & ASSOC. LB.4595.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
3. DATE SHOWN IS DATE OF FIELD SURVEY, UNLESS OTHERWISE STATED.
4. BEARINGS & DISTANCES MEASURED ARE THE SAME AS PLAT OR DEED CALL UNLESS OTHERWISE SHOWN.
5. BEARINGS BASED ON ASSUMED DATUM, THE CENTER LINE OF ORANGE AVE. BEING DUE NORTH.
6. THE ACCURACY OF FIELD MEASUREMENTS FOR THIS SURVEY MEETS OR EXCEEDS 1 FT. IN 7,500 FT.

LEGEND:

N = NORTH
S = SOUTH
E = EAST
W = WEST
FD = FOUND
I.R. = IRON ROD
N&D = NAIL & DISC
FNC. = FENCE
RES. = RESIDENCE
FRM. = FRAME
STOR. = STORAGE
MTL. = METAL
MEAS. = MEASURED
CONC. = CONCRETE
CL = CENTER LINE
P.B. = PLAT BOOK
PG. = PAGE
R/W = RIGHT OF WAY
N.T.S. = NOT TO SCALE
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS
ID = IDENTIFYING NAME / #

THE FOREGOING PLAT IS HEREBY CERTIFIED AS BEING A CORRECT REPRESENTATION OF THE LAND SURVEYED AND MEETS OR EXCEEDS THE MINIMUM STANDARDS ESTABLISHED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE 472.027.

REVISED PER COUNTY COMMENTS --- 9/20/12


06/21/2012
JOHN T. HOLLEY, P.S.M. #5050
("NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.")

SHEET 1 OF 2 NOT VALID
WITHOUT SHEET 2

HOLLEY & ASSOCIATES INC.
REGISTERED LAND SURVEYORS L.B.#4595
3370 GARDEN ST., TITUSVILLE, FL.
321-267-6113



BREVARD CTY PUBLIC WORKS DEPT
 2725 JUDGE FRAN JAMIESON WAY
 BLDG A220
 VIERA, FL 32940

STATE OF FLORIDA COUNTY OF BREVARD:

Before the undersigned authority personally appeared Becky Holland, who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Public Hearing

as published in FLORIDA TODAY in the issue(s) of:

10/02/17

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 2th of October 2017, by Becky Holland who is personally known to me


 Ruby Royer
 Notary Public for the State of Florida
 My Commission expires January 30, 2018

Publication Cost: \$210.64
 Ad No: 0002440471
 Customer No: BRE-6BR327



RUBY ROYER
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# FF088043
 Expires 1/30/2018

Ad #2440471 10/2/2017
LEGAL NOTICE
 NOTICE TO VACATE THE 20.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF MOODY TERRACE, "S. F. GRAY'S SUBDIVISION", SECTIONS 17 TOWNSHIP 21 SOUTH, RANGE 35 EAST, MIMS, FL

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

SEE ATTACHED EXHIBIT A

The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described right-of-way at 9:00 A.M. on October 24, 2017 at the Brevard County Government Center Board Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken.

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

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

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

EXHIBIT "A"

THE 20 FOOT ROAD RIGHT OF WAY KNOWN AS "MOODY TERRACE" LYING NORTH OF BLOCK "T", OF JEFF CUYLER'S SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 18, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND SOUTH OF BLOCK "T", GRAY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 2, OF SAID PUBLIC RECORDS, LESS AND EXCEPT THE EAST 5.00 FEET AND THE WEST 20.00 FEET THEREOF, PREPARED BY JOHN T. HOLLEY, P.S.M.

Ad #2440471 10/2/2017
LEGAL NOTICE
 NOTICE TO VACATE THE 20.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF MOODY TERRACE, "S. F. GRAY'S SUBDIVISION", SECTIONS 17 TOWNSHIP 21 SOUTH, RANGE 35 EAST, MIMS, FL

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

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EXHIBIT "A"

THE 20 FOOT ROAD RIGHT OF WAY KNOWN AS "MOODY TERRACE" LYING NORTH OF BLOCK "T", OF JEFF CUYLER'S SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 18, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND SOUTH OF BLOCK "T", GRAY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 2, OF SAID PUBLIC RECORDS, LESS AND EXCEPT THE EAST 5.00 FEET AND THE WEST 20.00 FEET THEREOF, PREPARED BY JOHN T. HOLLEY, P.S.M.





BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A220
VIERA, FL 32940

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared
Becky Holland, who on oath says that he or she is a
Legal Advertising Representative of the FLORIDA TODAY
, a daily newspaper published in Brevard County, Florida
that the attached copy of advertisement, being a Legal
Ad in the matter of

Legal Notices

as published in FLORIDA TODAY in the issue(s) of:

11/01/17

Affiant further says that the said FLORIDA TODAY is a
newspaper in said Brevard County, Florida and that the
said newspaper has heretofore been continuously
published in said Brevard County, Florida each day and
has been entered as periodicals matter at the post office
in MELBOURNE in said Brevard County, Florida, for a
period of one year next preceding the first publication of
the attached copy of advertisement; and affiant further
says that he or she has never paid nor promised any
person, firm or coporation any discount, rebate,
commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 1th of
November 2017, by Becky Holland who is personally
known to me

Adia Bell
Notary Public for the State of Florida
My Commission expires January 27, 2020



Adia Bell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF954893
Expires 1/27/2020

Publication Cost: \$204.12
Ad No: 0002502944
Customer No: BRE-6BR327

AD#2502944, 11/1/2017

LEGAL NOTICE

**RESOLUTION VACATING MOODY TERRACE, AN UNOPENED 20.0 FOOT WIDE PUBLIC
RIGHT-OF-WAY IN S.F. GRAY'S SUBDIVISION, MIMS - SHIRLEY G. WHITE**

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 24th day of October, 2017, the Board of County
Commissioners of Brevard County, Florida, adopted a Resolution vacating Moody
Terrace, an unopened 20.0 foot wide public right-of-way in S.F. Gray's Subdivision,
Mims, as petitioned by Shirley G. White.

SEE ATTACHED EXHIBIT "A"

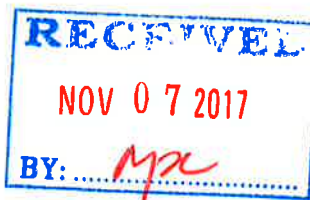
The Board further renounced and disclaimed any right of the County in and to said
public right-of-way.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK
BY: Tammy Rowe, Deputy Clerk

LEGAL DESCRIPTION:

EXHIBIT "A"

THE 20 FOOT ROAD RIGHT OF WAY KNOWN AS "MOODY TERRACE" LYING NORTH
OF BLOCK "1", OF JEFF CUYLER'S SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE
18, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND SOUTH OF BLOCK "1",
GRAY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 2, OF SAID PUBLIC RE-
CORDS, LESS AND EXCEPT THE EAST 5.00 FEET AND THE WEST 20.00 FEET THEREOF.
PREPARED BY JOHN T. HOLLEY, P.S.M.





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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

November 20, 2017

M E M O R A N D U M

TO: Andrew Holmes, Interim Public Works Director Attn: Marc Cazessus

RE: Advertising Bills for Resolution Vacating Moody Terrace an Unopened 20.0 Foot Wide Public Right-of-Way in S. F. Gray's Subdivision, Mims

Enclosed for your necessary action are copies of the advertising bills for Resolution No. 17-213, vacating Moody Terrace an unopened 20.0 foot wide public right-of-way in S. F. Gray's Subdivision, Mims, as petitioned by Shirley G. White. Said Resolution was adopted and approved by the Board of County Commissioners, in regular session on October 24, 2017.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

November 20, 2017

Shirley G. White
2703 Myrtle Avenue
Mims, FL 32754

Dear Ms. White:

Re: Resolution Vacating Moody Terrace an Unopened 20.0 Foot Wide Public Right-of-Way
in S. F. Gray's Subdivision, Mims

The Board of County Commissioners, in regular session on October 24, 2017, adopted Resolution No. 17-213, vacating Moody Terrace an unopened 20.0 foot wide public right-of-way in S. F. Gray's Subdivision, Mims, as petitioned by you. Said Resolution has been recorded in ORBK 8030, Pages 1190 through 1194. Enclosed is a certified copy of the recorded Resolution for your records.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Marc Cazessus, Public Works

WARRANTY DEED
(Myrtle Avenue)

THIS INDENTURE is made this ____ day of _____, 2017, between **SHIRLEY G. WHITE** and **DENSEL WHITE**, husband and wife, whose mailing address is 2703 Myrtle Avenue, Mims, FL 32754 and **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, as party of the second part, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940;

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the party of the second part, its successors and assigns the following described land, situate, lying and being in the County of Brevard, State of Florida, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

This deed is made for the purpose of giving and granting to the party of the second part, its successors and assigns, a fee simple interest in and to said lands for public road purposes, public sidewalk, utilities, and other allied uses pertaining thereto.

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

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

Signed, sealed and delivered in the presence of:

Witness

SHIRLEY G. WHITE

Print

DENSEL WHITE

Witness

Print

State of Florida
County of Brevard

COPY

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Shirley G. White and Densel White, who is/are personally known to me or who have produced valid photo id as identification.

Notary Public

Print Name

Commission Expires: _____

Commission No. _____

*Prepared by the County Property Appraiser
Public Works, Land Acquisition Section, (321) 690-6847
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940
Being a portion of Interest in Tax Parcel #21-35-17-02-T.02*

**20170829 – DO NOT USE – SEE FORM PER WORD DOC FILE – “CAO APPRVD RoW
DEED FORM” DATED AS RECEIVED 20170829 –MARC CAZESSÜS PLS**



Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: BREVARD CTY PUBLIC WORKS DEPT

Ad No.: 0002502944

Address: 2725 JUDGE FRAN JAMIESON WAY
VIERA FL 32940
USA

Pymt Method Invoice

Net Amt: \$204.12

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/01/17

Text of Ad:

AD#2502944, 11/1/2017

LEGAL NOTICE

RESOLUTION VACATING MOODY TERRACE, AN UNOPENED 20.0 FOOT WIDE PUBLIC RIGHT-OF-WAY IN S.F. GRAY'S SUBDIVISION, MIMS - SHIRLEY G. WHITE

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 24th day of October, 2017, the Board of County Commissioners of Brevard County, Florida, adopted a Resolution vacating Moody Terrace, an unopened 20.0 foot wide public right-of-way in S.F. Gray's Subdivision, Mims, as petitioned by Shirley G. White.

SEE ATTACHED EXHIBIT "A"

The Board further renounced and disclaimed any right of the County in and to said public right-of-way.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK
BY: Tammy Rowe, Deputy Clerk

LEGAL DESCRIPTION:

EXHIBIT "A"

THE 20 FOOT ROAD RIGHT OF WAY KNOWN AS "MOODY TERRACE" LYING NORTH OF BLOCK "I", OF JEFF CUYLER'S SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 18, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND SOUTH OF BLOCK "T", GRAY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 2, OF SAID PUBLIC RECORDS, LESS AND EXCEPT THE EAST 5.00 FEET AND THE WEST 20.00 FEET THEREOF. PREPARED BY JOHN T. HOLLEY, P.S.M.

LEGAL NOTICE

RESOLUTION VACATING MOODY TERRACE, AN UNOPENED 20.0 FOOT WIDE PUBLIC
RIGHT-OF-WAY IN S.F. GRAY'S SUBDIVISION, MIMS – SHIRLEY G. WHITE

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 24th day of October, 2017, the Board of County Commissioners of Brevard County, Florida, adopted a Resolution vacating Moody Terrace, an unopened 20.0 foot wide public right-of-way in S.F. Gray's Subdivision, Mims, as petitioned by Shirley G. White.

SEE ATTACHED EXHIBIT "A"

The Board further renounced and disclaimed any right of the County in and to said public right-of-way.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK
BY: Tammy Rowe, Deputy Clerk

Florida TODAY: Please advertise in the November 1, 2017, issue of the *Florida TODAY*.

**BILL THE PUBLIC WORKS DEPARTMENT OF BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS ACCOUNT NO. 6BR327 AND PURCHASE ORDER NO.
4500092228-10, AND FORWARD INVOICE AND PROOF OF PUBLICATION TO:**

**Marc Cazessüs, PLS
Public Works Department
Surveying and Mapping Program
2725 Judge Fran Jamieson Way, Bldg. A-220
Viera, FL 32940**

LEGAL DESCRIPTION:

EXHIBIT "A"

THE 20 FOOT ROAD RIGHT OF WAY KNOWN AS "MOODY TERRACE" LYING NORTH OF BLOCK "I", OF JEFF CUYLER'S SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 18, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. AND SOUTH OF BLOCK "T", GRAY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 2, OF SAID PUBLIC RECORDS. LESS AND EXCEPT THE EAST 5.00 FEET AND THE WEST 20.00 FEET THEREOF. PREPARED BY JOHN T. HOLLEY, P.S.M.

Partial Release of Mortgage

Know All Men By These Presents:

WHEREAS, Shirley G. and Densel White, husband and wife, whose address is 2703 Myrtle Avenue, Mims, FL 32754 ("Mortgagor"), by that certain Real Estate Mortgage dated the 27th day of March, 2008, recorded in Official Records Book 5853, at Page 6416, mortgaged unto Brevard County Board of County Commissioners, whose address is 2725 Judge Fran Jamieson Way, Viera, FL 32940 ("Mortgagee"), and assigns, the premises therein particularly described, to secure the payment of the sum of \$115,900.00, with interest as stated in the Mortgage.

AND WHEREAS, Mortgagor has requested Mortgagee release the premises hereinafter described ("Released Parcel"), being part of the mortgaged premises, from the lien and operation of the Mortgage:

NOW THEREFORE; KNOW THAT Mortgagee, in consideration of the Released Parcel and the sum of \$10.00, to it paid by, or on behalf of, the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quit-claim, exonerate and discharge from the lien and operation of the Mortgage unto Mortgagor, its successors and/or assigns, the Released Parcel, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

TO HAVE AND TO HOLD the same with the appurtenances, unto the Mortgagor, its successors and/or assigns forever, freed, exonerated and discharged of and from the lien of the Mortgage, and every part thereof; provided always, nevertheless, that nothing herein contained, shall in anywise impair, alter or diminish the effect, lien or encumbrance of the Mortgage on the remaining part of the mortgaged premises not hereby released therefrom, or any of the rights and remedies of the holder(s) thereof. This document covers only the Released Parcel.

IN WITNESS WHEREOF, the Mortgagee has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this _____ day of February, 2017.

ATTEST:



SCOTT ELLIS, CLERK TO THE BOARD

BREVARD COUNTY, FLORIDA



By: RITA PRITCHETT VICE CHAIRWOMAN

Approved by Board: 10/24/17

COPY

PARTIAL RELEASE OF MORTGAGE



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 2113287
 Owners White, Shirley G; White, Densel
 Mailing Address 2703 Myrtle Ave Mims FL 32754
 Site Address 2703 Myrtle Ave Mims FL 32754
 Parcel ID 21-35-17-02-4-T.02
 Property Use 0110 - Single Family Residence
 Exemptions HEX1 - Homestead First \$25,000
 HEX2 - Homestead Additional \$25,000
 Taxing District 1300 - Unincorp District 1
 Total Acres 0.27
 Subdivision S F Grays Subd
 Site Code 0001 - No Other Code Appl.
 Plat Book/Page 0001/0002
 Land Description S F Grays Subd W 191 Ft Of S 63 Ft Of Lot T



VALUE SUMMARY

Category	2016	2015	2014
Total Market Value	\$85,380	\$104,370	\$84,870
Agricultural Market Value	\$0	\$0	\$0
Assessed Value Non-School	\$73,200	\$72,700	\$72,130
Assessed Value School	\$73,200	\$72,700	\$72,130
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$23,200	\$22,700	\$22,130
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$25,000	\$25,000	\$25,000
Taxable Value School	\$48,200	\$47,700	\$47,130

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
No Data Found				

BUILDINGS

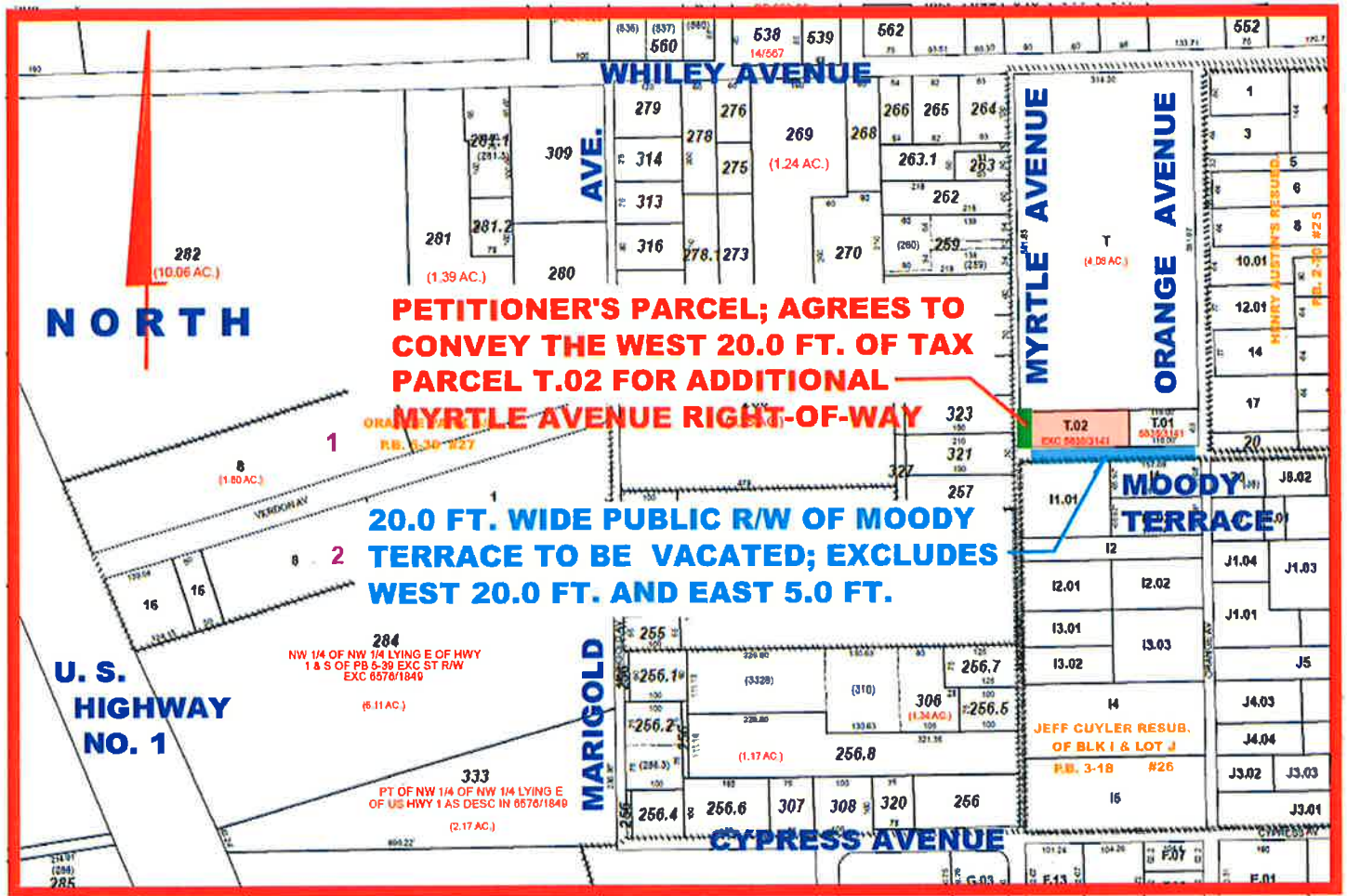
PROPERTY DATA CARD #1

Building Use	Year Built	Story Height	Floors	Residential Units	Commerical Units
0110 - Single Family Residence	2008	9	1	1	0

Materials	Sub Areas	
Exterior Wall	Stucco	Base Area (1st)
Frame	Masnryconc	Open Porch
Roof	Asph/Asb Shngl	Total Base Area
Roof Structure	Hip/Gable	Total Sub Area
		1692
		64
		1692
		1756

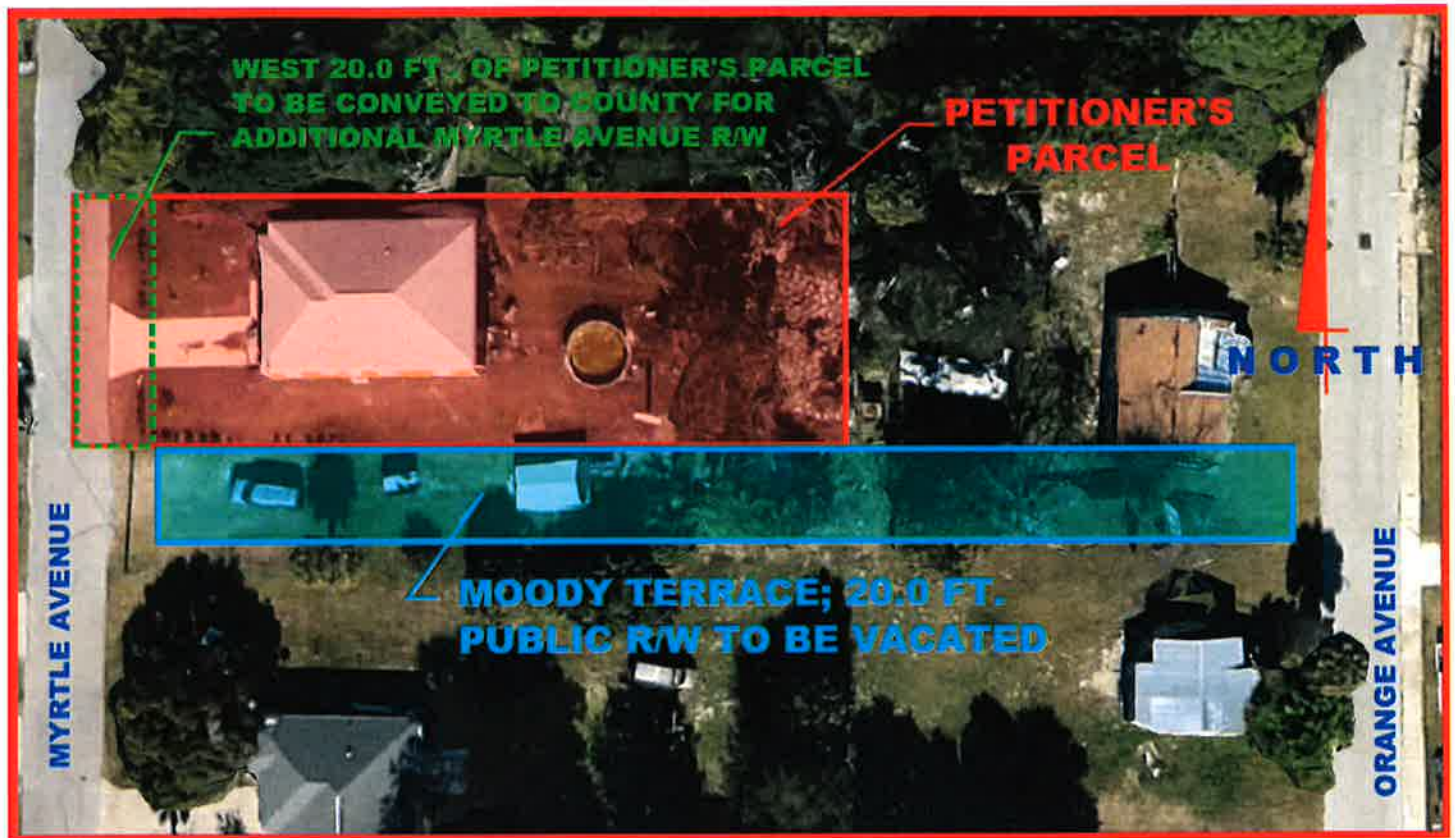
Extra Features	Additional Extra Features
No Data Found	No Data Found

APPRAISER'S DETAIL SHEET



VICINITY MAP

Shirley G. White – West 191.0 ft. of South
 63.0 ft. of Lot T – “S. F. Gray’s
 Subdivision” – Plat Book 01, Page 02 –
 2703 Myrtle Avenue, Mims, FL, 32754 –
 Section 17, Township 21 South, Range 35
 East – District 1 – Proposed Vacating
 20.0 ft. wide Public Right-of-Way of
 Moody Terrace



A E R I A L M A P

Shirley G. White – West 191.0 ft. of South
63.0 ft. of Lot T – “S. F. Gray’s Subdivision”
– Plat Book 01, Page 02 – 2703 Myrtle
Avenue, Mims, FL, 32754 – Section 17,
Township 21 South, Range 35 East –
District 1 – Proposed Vacating 20.0 ft. wide
Public Right-of-Way of Moody Terrace

This instrument Prepared by: RICHARD W. NORRIS
Name: Network Closing Services, Inc.
Address: 7651-A Ashley Park Ct.
Orlando, FL 32835
Return to: Network Closing Services, Inc.
Address: 7651-A Ashley Park Ct.
Orlando, FL 32835

CPN 00117006 05-11-20 08:22 am
OR Book/Page 4024 / 0835

Sandy Crawford

Clerk Of Courts, Brevard County

SPgs: 2 Pages: 5
Trust: 1.00 Fee: 10.00 Surv: 0.00
Deed: 44.10 Extra: 0.00
Mq: 0.00 In Tax: 0.00

Property Appraiser Parcel Identification Number(s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

28th MAY
This Quit-Claim Deed, Executed this 28th day of March 1999, by SHIRLEY G. WHITE, a married woman joined by her spouse DENSEL WHITE and DOROTHEA L. ALLEN, a single woman, party of the first part, to SHIRLEY G. WHITE and DENSEL WHITE, wife and husband, whose post office address is 2703 MYRTLE AVENUE, MIMS, FL 32734 second party:

(Whoever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said first party, for and in consideration of the sum \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of BREVARD, State of FLORIDA, to-wit:

Beginning at the South West corner of Lot "T" (GRAY'S SUBDIVISION) thence East 310 feet, thence North 63 feet, thence West 310 feet, thence South 63 feet to the point of Beginning. Being part of the NW1/4 of the NE1/4 and the E1/2 of the NE1/4 of the NW1/4 and the SE1/4 of the NW 1/4 of Section 17, Township 21 South, Range 35 East, recorded in Plat Book 1, Page 2, of the Public Records of Brevard County, Florida.

To Have and to Hold, The same together with all and singular the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Patricia A. Shaughnessy
Witness Signature (as to first Grantor)

Patricia A. Shaughnessy
Printed Name

Patricia A. Shaughnessy
Witness Signature (as to first Grantor)

Patricia A. Shaughnessy
Printed Name

Patricia A. Shaughnessy
Witness Signature (as to Co-Grantor, if any)

Patricia A. Shaughnessy
Printed Name

STATE OF FLORIDA
COUNTY OF BREVARD

(P) I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ~~SHIRLEY G. WHITE and DENSEL WHITE and DOROTHEA L. ALLEN, a single woman known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that she/they executed the same, that I relied upon the following form ID: BAC-172-08-510 of identification of the above-named person(s): DOROTHEA L. ALLEN~~ and that an oath (was) (was not) taken.



NO9-373

Shirley G. White
SHIRLEY G. WHITE

*THIS "X" IS HIS OFFICIAL SIGNATURE
DENSEL WHITE

Dorothea L. Allen
DOROTHEA L. ALLEN

Witness my hand and official seal in the County and State last aforesaid this 28th day of May A.D. 1999.
Patricia G. DeClerk
Notary Signature
PATRICIA G. DECLERK
Printed Notary Signature

PETITIONER'S DEED:

SHEET 1 OF 2

(OVERALL PARENT TRACT: TAX PARCELS T-01 & T-02)

ORB 5839 @ 3141: TP T.01 - E 119' - S 63' - LOT T - SHIRLEY & DENSEL WHITE TO DOROTHEA JONES & CLIFTON ALLEN

Deposited by
Notary:

Shirley G. White

QUIT CLAIM DEED

On this 22 day of January, 2008, this quit claim deed is executed by:

Shirley G. White & Densel White H/W
as Grantor, whose address is: 2703 Myrtle Ave Mims, FL 32754

to Dorothea L. Jones married & Clifton S. Allen single.

898 Robin Road Monticello FL 32344

as Grantee, whose address is:

On the following described property lying in Brevard County, Florida:

The East 119.00 FT. of South 63.00 FT. of Lot 2 of
Gray's Subdivision, as Recorded in Plat Book 1, Page 23
Public Records of Brevard County, Florida,

That Grantor(s), for and in consideration of the sum of TEN AND NO/10 DOLLARS (\$10.00) and other valuable considerations to said Grantee(s) in hand paid by said Grantee(s), the receipt whereof is hereby acknowledged, has released and quit-claimed to the Grantee(s) all of the Grantor's right, title, interest, and claim of demand which the Grantor(s) may have in the above-described land.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Witnesses:

Larry McQueen

Grantor(s):

Shirley G. White 1, 2

Print or type name

Christine Jones
Christine L. Jones

Print or type name

Shirley G. White

Address

+ 1, 3

Densel White

Print or type name

Address

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me on this 22 day of January, 2008, by Shirley G. White & Densel White, who is personally known to me as who has produced IDENTITY CARDS as identification and who did not take an oath.

My Commission Expires:



Larry McQueen
NOTARY PUBLIC

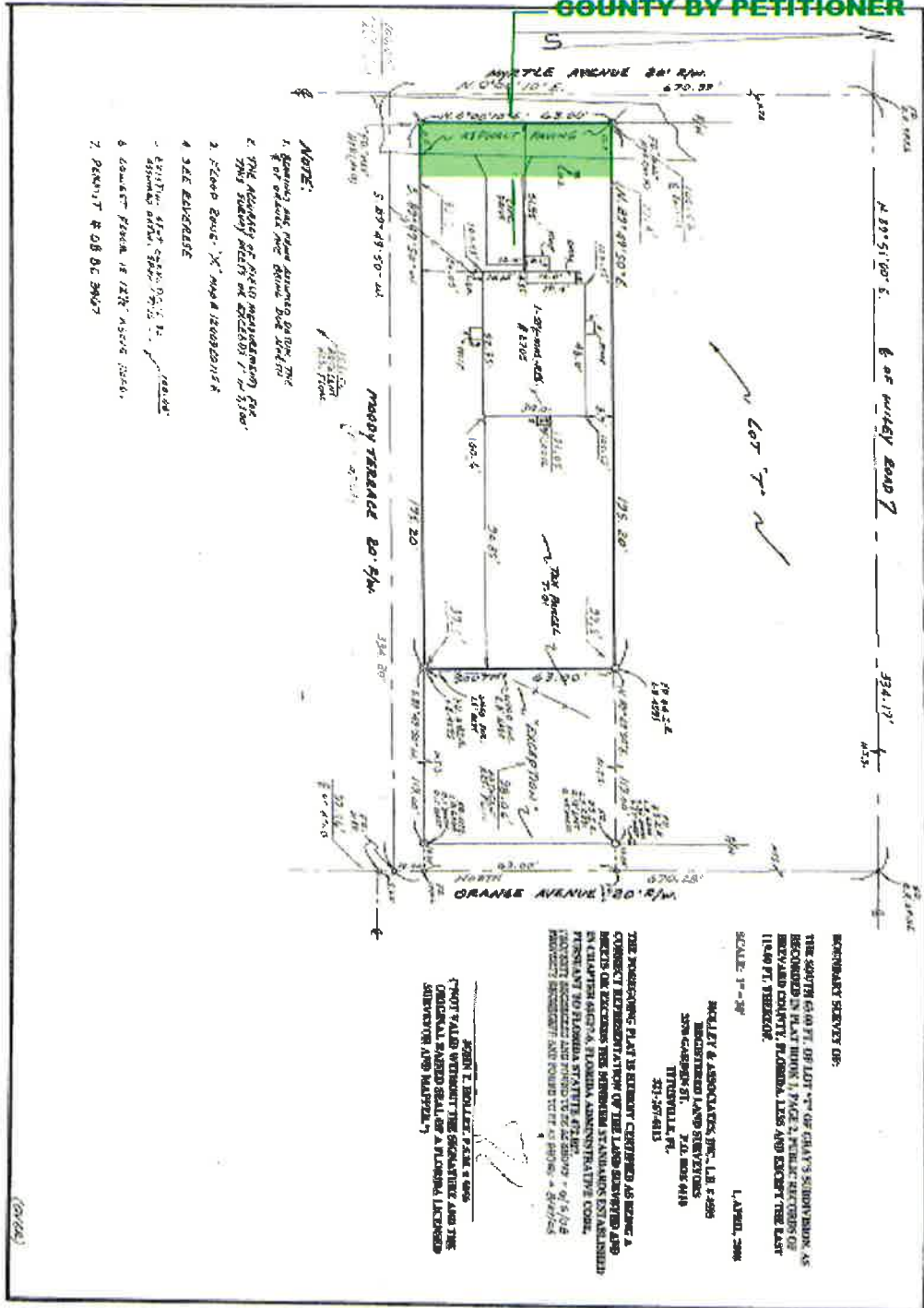
Print or type name

PETITIONER'S DEED:

SHEET 2 OF 2

(LESS & EXCEPT PARCEL: T-01)

20.0 FT WIDE R/W PARCEL
TO BE CONVEYED TO
COUNTY BY PETITIONER



PETITIONER'S RESIDENTIAL BOUNDARY SURVEY

BOUNDARY SURVEY

SECTION 17, T.21S., R.35E.

LEGAL DESCRIPTION: ("MOODY TERRACE" 20' R/W. TO BE VACATED)

THE 20 FOOT ROAD RIGHT OF WAY KNOWN AS "MOODY TERRACE" LYING NORTH OF BLOCK "I", OF JEFF CUYLER'S SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 18, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND SOUTH OF BLOCK "T", GRAY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 2, OF SAID PUBLIC RECORDS. LESS AND EXCEPT THE EAST 5.00 FEET AND THE WEST 20.00 FEET THEREOF.

NOTES:

1. ALL IRON RODS SET ARE 18" #4 (1/2") REBAR WITH CAP MARKED HOLLEY & ASSOC. L.B.4806.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
3. DATE SHOWN IS DATE OF FIELD SURVEY, UNLESS OTHERWISE STATED.
4. BEARINGS & DISTANCES MEASURED ARE THE SAME AS PLAT OR DEED CALL UNLESS OTHERWISE SHOWN.
5. BEARINGS BASED ON ASSUMED DATUM, THE CENTER LINE OF ORANGE AVE. BEING DUE NORTH.
6. THE ACCURACY OF FIELD MEASUREMENTS FOR THIS SURVEY MEETS OR EXCEEDS 1 FT. IN 7,500 FT.

LEGEND:

N = NORTH
S = SOUTH
E = EAST
W = WEST
FD = FOUND
I.R. = IRON ROD
N&D = NAIL & DISC
FNC. = FENCE
RES. = RESIDENCE
FRM. = FRAME
STOR. = STORAGE
MTL. = METAL
MEAS. = MEASURED
CONC. = CONCRETE
CL = CENTER LINE
P.B. = PLAT BOOK
PG. = PAGE
R/W = RIGHT OF WAY
N.T.S. = NOT TO SCALE
L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS
ID = IDENTIFYING NAME I#

THE FOREGOING PLAT IS HEREBY CERTIFIED AS BEING A CORRECT REPRESENTATION OF THE LAND SURVEYED AND MEETS OR EXCEEDS THE MINIMUM STANDARDS ESTABLISHED IN CHAPTER SJ-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTE 472.027.

REVISED PER COUNTY COMMENTS -- 8/20/12



08/21/2012

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

SHEET 1 OF 2 NOT VALID
WITHOUT SHEET 2

HOLLEY & ASSOCIATES INC.
REGISTERED LAND SURVEYORS L.B.#4595
3370 GARDEN ST., TITUSVILLE, FL.
321-267-8113

RIGHT-OF-WAY VACATING BOUNDARY
SURVEY: 1 OF 2

(Myrtle Avenue)

THIS INDENTURE is made this ____ day of _____, 2017, between **SHIRLEY G. WHITE** and **DENSEL WHITE**, husband and wife, whose mailing address is 2703 Myrtle Avenue, Mims, FL 32754 and **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, as party of the second part, whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940;

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the party of the second part, its successors and assigns the following described land, situate, lying and being in the County of Brevard, State of Florida, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

This deed is made for the purpose of giving and granting to the party of the second part, its successors and assigns, a fee simple interest in and to said lands.

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

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

Signed, sealed and delivered in the presence of:

Witness

SHIRLEY G. WHITE

Print

DENSEL WHITE

Witness

Print

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Shirley G. White and Densel White, who is/are personally known to me or who have produced valid photo id as identification.

Notary Public

Print Name

Commission Expires: _____

Commission No. _____

TO BE REPLACED WITH COPY
SIGNED BY MR. & MS. WHITE
ADDITIONAL RIGHT-OF-WAY DEED:

EXHIBIT A

J.O.# 34382-1

SHEET 1 OF 2 NOT VALID
WITHOUT SHEET 2

LEGAL DESCRIPTION

SECTION 17, T.21S., R.35E.
PROJECT PARCEL NUMBER: T.02
OWNER NAME: SHIRLY G. WHITE

LEGAL DESCRIPTION:

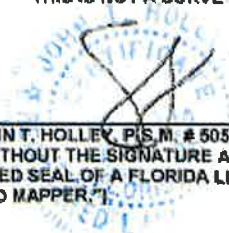
THE WEST 20.00 FEET OF THE SOUTH 63.00 FEET OF LOT "T", S. F. GRAY'S SUBDIVISION, AS
RECORDED IN PLAT BOOK 1, PAGE 2, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

NOTES:

1. TAX ID # 21-35-17-02-00000.0-000T.02
2. BEARINGS ARE TO ASSUMED DATUM, THE CENTER
LINE OF ORANGE AVE. BEING DUE NORTH.

THIS CERTIFIES THAT THE FOREGOING SKETCH AND LEGAL DESCRIPTION MEET THE
APPLICABLE MINIMUM STANDARDS ESTABLISHED IN CHAPTER 5J-17.051, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES 472.027 AND ARE TRUE
AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT
REPRESENT A FIELD SURVEY, BUT ARE BASED ON INFORMATION FROM PUBLIC
RECORDS WHICH MAY DIFFER.

THIS IS NOT A SURVEY



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

9/21/12

SHEET 1 OF 2 NOT VALID
WITHOUT SHEET 2

HOLLEY & ASSOCIATES INC.
REGISTERED LAND SURVEYORS L.B.#4595
3370 GARDEN ST., TITUSVILLE, FL.
321-267-8113

**ADDITIONAL RIGHT-OF-WAY SKETCH &
DESCRIPTION PARCEL: SHEET 1 OF 2**

EXHIBIT A

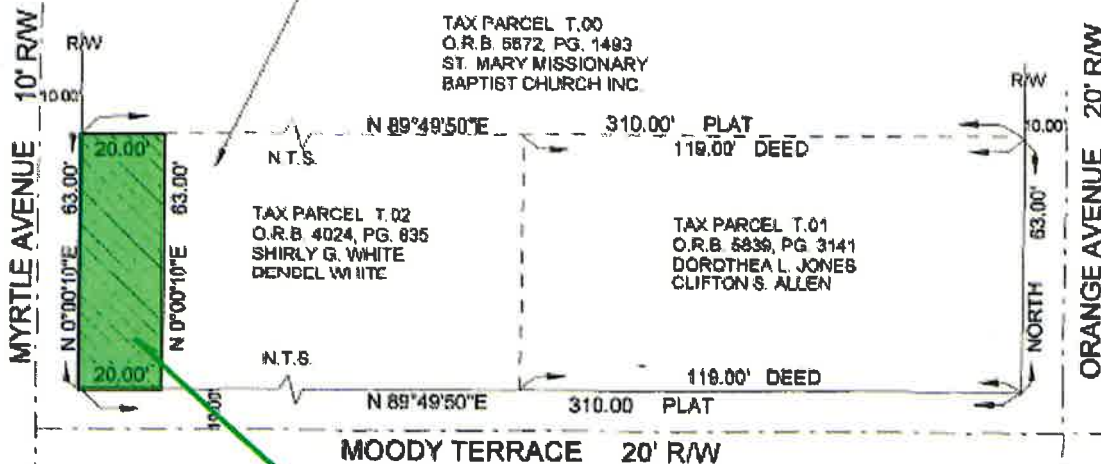
J.O.# 34382-2

SKETCH OF DESCRIPTION:

SHEET 2 OF 2 NOT VALID
WITHOUT SHEET 1

SECTION 17, T.21S., R.35E.
PROJECT PARCEL NUMBER: T.02
OWNER NAME: SHIRLY G. WHITE

LOT 'T'
S.F. GRAY'S SUBDIVISION
P.B. 1, PG. 2

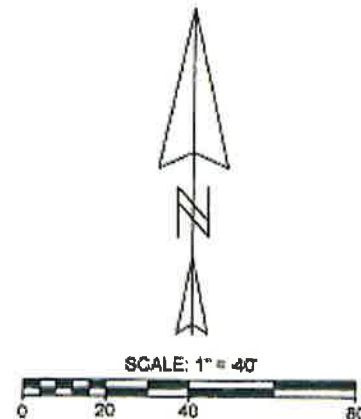


LEGEND:

N = NORTH
S = SOUTH
E = EAST
W = WEST
T. = TOWNSHIP
R. = RANGE
R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
N.T.S. = NOT TO SCALE

**20.0 FT. R/W TO BE
CONVEYED TO
BREVARD COUNTY**

THIS CERTIFIES THAT THE FOREGOING SKETCH AND LEGAL DESCRIPTION MEET THE APPLICABLE MINIMUM STANDARDS ESTABLISHED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES 472.027 AND ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY, BUT ARE BASED ON INFORMATION FROM PUBLIC RECORDS WHICH MAY DIFFER.



THIS IS NOT A SURVEY


JOHN T. HOLLEY, P.S.M. # 5050 9/21/12
("NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.")

SHEET 2 OF 2 NOT VALID
WITHOUT SHEET 1

HOLLEY & ASSOCIATES INC.
REGISTERED LAND SURVEYORS L.B.#4595
3370 GARDEN ST., TITUSVILLE, FL.
321-267-8113

**ADDITIONAL RIGHT-OF-WAY SKETCH &
DESCRIPTION PARCEL: SHEET 2 OF 2**

Date: October 24, 2017

To: The Honorable Board of County Commissioners of Brevard County
2725 Judge Fran Jamison Way, Building C
Viera, FL, 32940

From: Ms. Shirley White, Vacating Petitioner - Moody Terrace Right-of-Way

Re: Request for Refund for Ownership & Encumbrance Report Fee

Dear Commissioners:

My name is Shirley White and I live at 2703 Myrtle Avenue, Mims, Florida with my husband, Densel. We previously also owned the property east of our present house located at 2712 Orange Avenue but have since deeded it to members of my family for them to fix up for their use. Unfortunately the house which was built in 1929 is encroaching into the Moody Terrace right-of-way along with the carport and dog pen and is the reason for requesting the vacating of the unopened and undeveloped right-of-way. As part of the vacating, we have agreed to deed the West 20.0 ft. of my present parcel to the County for additional right-of-way of Myrtle Avenue whose pavement encroaches onto my parcel by an average of almost 12 ft. However before we can give the County the 20.0 ft., we had to pay for an Ownership and Encumbrance Report to prove ownership; a \$175.00 cost.

Please also know we live on a very limited budget as attested by the fact that Brevard County constructed our home in 2008 through a grant program and that the County's Health and Human Resources Department currently holds the mortgage. To further worsen the situation my family was the victim of a fraudulent contractor who after receiving funds began repairs to the old house but disappeared during the permitting process as he was not licensed. This resulted in code violations and the assessment of over \$6000 in fines and almost \$800 in administrative fees. We are presently making payments on the administrative fees and once satisfied plan to seek an adjustment of the penalties from the special magistrate.

We thank you for your time, understanding and consideration and ask you provide the relief we seek.

Respectfully,

TO BE REPLACED WITH SIGNED COPY

Shirley G. White
2703 Myrtle Avenue
Mims, FL, 32754
(321) 607-6447

REQUEST FOR REFUND LETTER

COMMENT SUMMARY

APPLICANT: SHIRLEY WHITE

UPDATED: MARC CAZESSUS, PLS / 20170629 @ 07:50 HOURS

COMPANIES	NOTIFIED	COMMENTS RECEIVED	APPROVED	STIPULATIONS/REMARKS
UTILITIES				
FLORIDA CITY GAS	20170623	20170623	YES	NO OBJECTIONS
FLORIDA POWER & LIGHT	20170623	20170713	YES	NO OBJECTIONS
A T & T	20170623	20170713	YES	NO OBJECTIONS
FLORIDA GAS TRANSMISSION	20170623	20170623	YES	NO OBJECTIONS
BRIGHT HOUSE NETWORKS	20170623	20170623	YES	NO OBJECTIONS
CITY OF TITUSVILLE	20170623	20170623	YES	NO OBJECTIONS
COUNTY STAFF				
ROAD AND BRIDGE	20170623	20170629	YES	NO OBJECTIONS - DAVID BARBER
TRAFFIC ENGINEERING	20170623	20170627	YES	NO OBJECTIONS - DEVIN SWANSON
LAND ACQUISITION	20170623	20170623	YES	NO OBJECTIONS - DAN JONES
FIRE AND RESCUE	20170623	20170626	YES	NO OBJECTIONS - DOUGLAS CARTER
LAND PLANNING	20170623	20170713	YES	NO OBJECTIONS - REBECCA RAGAIN
UTILITY SERVICES	20170623	20170623	YES	NO OBJECTIONS - TAMMY HURLEY
NRMD - STORM WATER	20170623	20170627	YES	NO OBJECTIONS - HARVEY WHEELER
ZONING	20170623	20170623	YES	NO OBJECTIONS - PAUL BODY

COMMENT SHEET

Ad #2440471 10/2/2017 LEGAL NOTICE NOTICE TO VACATE THE 20.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF MOODY TERRACE, "S. F. GRAY'S SUBDIVISION", SECTIONS 17 TOWNSHIP 21 SOUTH, RANGE 35 EAST, MIMS, FL NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by SHIRLEY G. WHITE with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit: SEE ATTACHED EXHIBIT A The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described right-of-way at 9:00 A.M. on October 24, 2017 at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken. Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense. The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance. EXHIBIT "A" THE 20 FOOT ROAD RIGHT OF WAY KNOWN AS "MOODY TERRACE" LYING NORTH OF BLOCK "I", OF JEFF CUYLER'S SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 18, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. AND SOUTH OF BLOCK "T", GRAY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 2, OF SAID PUBLIC RECORDS. LESS AND EXCEPT THE EAST 5.00 FEET AND THE WEST 20.00 FEET THEREOF. PREPARED BY JOHN T. HOLLEY, P.S.M.

PUBLIC HEARING LEGAL
ADVERTISEMENT

THE 20 FOOT ROAD RIGHT OF WAY KNOWN AS "MOODY TERRACE" LYING NORTH OF BLOCK "I", OF JEFF CUYLER'S SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 18, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. AND SOUTH OF BLOCK "T", GRAY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 2, OF SAID PUBLIC RECORDS. LESS AND EXCEPT THE EAST 5.00 FEET AND THE WEST 20.00 FEET THEREOF. PREPARED BY JOHN T. HOLLEY, P.S.M.

Meeting Date
October 24, 2017



AGENDA	
Section	PUBLIC HEARING
Item No.	IV.B.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Petition to Partially Vacate, Re: 7.5 ft. Wide Public Utility and Drainage Easement – Sherwood Drive - “Sherwood Estates Unit No. 11” – Titusville – William V. Easterling – District 1 (Fiscal Impact: \$640.00 Vacating Application Fee Paid by Petitioner)
DEPT/OFFICE	Public Works Department – Surveying Section
Requested Action:	

It is requested that the Board of County Commissioners (BOCC) conduct a public hearing to consider vacating part of a public utility and drainage easement adjoining the easterly line Lot 5, Block 14 “Sherwood Estates Unit No. 11” in Section 24, Township 21 South, Range 34 East. If approved, it is requested that the Board authorize the Chairman to sign the attached Resolution approving the vacating. The petitioner has also requested the refunding of the vacating fees for the reasons per the attached letter.

Summary Explanation & Background:

Florida Statutes, Section 336.09 and Brevard County Article II, Section 86-36, provide a method to the Board of County Commissioners to vacate and abandon unused rights-of-way and easements.

The petitioner owns Lot 5 and is requesting the partial vacating of the 7.5 ft. wide public utility and drainage easement adjoining the easterly lot line to remove the existing shed as an encroachment into said easement and thereby allow for unencumbered transfer of the home to his mentally challenged daughter and her caretaker upon his passing. Easement to be vacated contains 12 square feet, more or less.

October 09, 2017, the legal notice was advertised in Florida TODAY informing the public of the date a public hearing would be held to consider the vacating.

All pertinent county agencies and public utility companies have been notified and at this time no objections have been received. The property is located in Titusville as follows: Begin at the intersection of I-95 and S.R. 46; thence 0.19 miles west along S.R. 46; thence 1.62 miles south along North Carpenter Road; thence 0.41 miles west along Lantern Drive; thence 0.15 northwest along Sir Page Lane; thence 0.09 miles northeast along Sherwood Drive the residence to the southeast (right).

Fiscal Impact: The petitioners are charged \$640 for processing, advertising, and recording costs associated with the vacating of a county right-of-way or easement. These fees are deposited in Fund 0002-30265 revenue account for vacatings.

Name: Marc.Cazessus@brevardcounty.us Phone: Ext. 57315

Exhibits Attached: Resolution, Appraisers detail sheet, vicinity map, aerial map, plat (if applicable), petitioner’s deed, boundary survey (if available), boundary survey (right-of-way vacating) or sketch and description (easement Vacating), comment summary sheet and legal notice of public hearing advertisement.

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

Contract / Agreement (If attached):		Reviewed by County Attorney	Yes	☐	No	☐	PR	☐
County Manager Frank Abbate		Assistant County Manager John P. Denninghoff		Department Director / Extension Andrew J. Holmes, P.E. / Ext. 57202				
		Interim Assistant County Manager Jim Liesenfelt						



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

M E M O R A N D U M

TO: Andrew Holmes, Public Works Director Attn: Marc Cazessüs

RE: Item IV.B., Reimbursement of Vacating Application Fee Paid by Petitioner William V. Easterling for Partially Vacating a 7.5 Foot Public Utility and Drainage Easement on Sherwood Drive in Sherwood Estates Unit No. 11, Titusville

The Board of County Commissioners, in regular session on October 24, 2017, granted reimbursement of \$640 vacating application fee paid by petitioner William V. Easterling for partially vacating a 7.5 foot public utility and drainage easement on Sherwood Drive in Sherwood Estates Unit No. 11, Titusville.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

cc: Finance
Budget



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

November 13, 2017

M E M O R A N D U M

TO: Andrew Holmes, Interim Public Works Director Attn: Marc Cazessus

RE: Advertising Bills for Resolution Partially Vacating a 7.5 Foot Wide Public Utility and Drainage Easement on Sherwood Drive in Sherwood Estates Unit No. 11, Titusville

Enclosed for your necessary action are copies of the advertising bills for Resolution No. 17-214, partially vacating a 7.5 foot wide public utility and drainage easement on Sherwood Drive in Sherwood Estates Unit No. 11, Titusville, as petitioned by William V. Easterling. Said Resolution was adopted and approved by the Board of County Commissioners, in regular session on October 24, 2017.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for *Senna Scott*
Tammy Rowe, Deputy Clerk

/ds

Encls. (2)



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

November 13, 2017

William V. Easterling
4455 Sherwood Drive
Titusville, FL 32796

Dear Mr. Easterling:

Re: Resolution Partially Vacating a 7.5 Foot Wide Public Utility and Drainage Easement on Sherwood Drive in Sherwood Estates Unit No. 11, Titusville

The Board of County Commissioners, in regular session on October 24, 2017, adopted Resolution No. 17-214, partially vacating a 7.5 foot wide public utility and drainage easement on Sherwood Drive in Sherwood Estates Unit No. 11, Titusville, as petitioned by you. Said Resolution has been recorded in ORBK 8021, Pages 2651 through 2656. Enclosed is a certified copy of the recorded Resolution for your records.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for *Denna Scott*
Tammy Rowe, Deputy Clerk
/ds

Encl. (1)

cc: Marc Cazessus, Public Works

RESOLUTION 2017 - 214

**PARTIAL VACATING OF A 7.5 FT. WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT IN
"SHERWOOD ESTATES UNIT NO. 11", TITUSVILLE, FLORIDA, LYING IN SECTION, 24,
TOWNSHIP 21 SOUTH, RANGE 34 EAST**

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **WILLIAM V. EASTERLING** with the Board of County Commissioners to vacate a portion of a 7.5 ft. wide public utility and drainage easement in Brevard County, Florida, described as follows:

SEE ATTACHED SKETCH & DESCRIPTION

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

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

WHEREAS, the Board finds that vacating a portion of the public utility and drainage easement will not be detrimental to Brevard County or the public.

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

DONE, ORDERED AND ADOPTED, in regular session, this 24th day of October, 2017 A.D.

ATTEST:


SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


RITA PRITCHETT VICE CHAIRWOMAN

As approved by the Board on:
October 24, 2017

LEGAL DESCRIPTION

SECTION 24, TOWNSHIP 21 SOUTH, RANGE 34 EAST

PARCEL ID NUMBER: 21-34-24-53-14-5

SHEET 1 OF 3

NOT VALID WITHOUT THE
SKETCHES ON SHEETS 2
AND 3 OF 3

PURPOSE OF DESCRIPTION: VACATE PORTION OF EASEMENT

LEGAL DESCRIPTION:

A TRIANGULAR SHAPED PARCEL OF LAND BEING A PART OF THE 7.50 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT THAT LIES WESTERLY OF THE EASTERLY LINE OF LOT 5, BLOCK 14, SHERWOOD ESTATES UNIT NO. 11 AS RECORDED IN PLAT BOOK 28 AT PAGE 59 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTHWESTERLY LINE OF A 10.00 WIDE FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT LYING ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, BLOCK 14, WITH THE WESTERLY LINE OF A 7.50 FOOT WIDE EASEMENT LYING ALONG THE EASTERLY LINE OF SAID LOT 5, BLOCK 14; THENCE N. 23°48'36" W., ALONG SAID WESTERLY LINE OF 7.50 FOOT WIDE EASEMENT, A DISTANCE OF 9.73 FEET TO A POINT WHICH LIES 1.00 FEET EASTERLY (BY RIGHT ANGLE MEASUREMENT) OF THE EASTERLY LINE OF AN EXISTING WOOD SHED; THENCE S. 39°59'03" E., PARALLEL WITH THE EASTERLY LINE OF THE EXISTING WOOD SHED, A DISTANCE OF 9.04 FEET TO A POINT WHICH LIES ON THE NORTHEASTERLY PROJECTION OF THE NORTHWESTERLY LINE OF SAID 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE S. 43°41'26" W., ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 2.73 FEET TO THE POINT OF BEGINNING. CONTAINING 12 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. No underground utilities or improvements were located unless otherwise shown.
2. This sketch is prepared and certified for the exclusive use of the client named hereon.
3. Unless this sketch of bears the signature and raised seal of John W. Cooper PLS 5093 it is for information purposes only and is not a valid survey.
4. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
5. Improvements on Sheet 2 are based on a boundary survey by John Cooper Land Surveying, Inc., # 15-07-07 dated 07/08/15.
6. This is not a boundary survey.

LEGEND AND ABBREVIATIONS

P.O.B. POINT OF BEGINNING
P.U. & D.E. PUBLIC UTILITY &
DRAINAGE EASEMENT

SEE ADDITIONAL
LEGEND/ABBREVIATIONS ON SHEET 2

I hereby certify that this sketch of legal description meets the Minimum Technical Standards as set forth by the Florida Department of Agriculture and Consumer Services in Chapter 5J-15.051 Florida Administrative Code, Pursuant to section 472.027, Florida Statutes.


JOHN W. COOPER
Professional Land Surveyor No. 5093
State of Florida
NOT VALID UNLESS SIGNED & SEALED

PREPARED FOR: WILLIAM V. EASTERLING

PREPARED BY: JOHN W. COOPER LAND SURVEYING, INC.

ADDRESS: 2326 S. HOPKINS AVENUE, TITUSVILLE, FLORIDA 32780

PHONE: 321-268-5646 L.B. No. 6544

DRAWN BY: GPL

CHECKED BY: JWC

DRAWING NO. 17-03-91

SECTION 24

DATE: 8/22/17

SHEET 1 OF 3

REVISIONS

TOWNSHIP 21 SOUTH

RANGE 34 EAST

SKETCH OF DESCRIPTION

SECTION 24, TOWNSHIP 21 SOUTH, RANGE 34 EAST

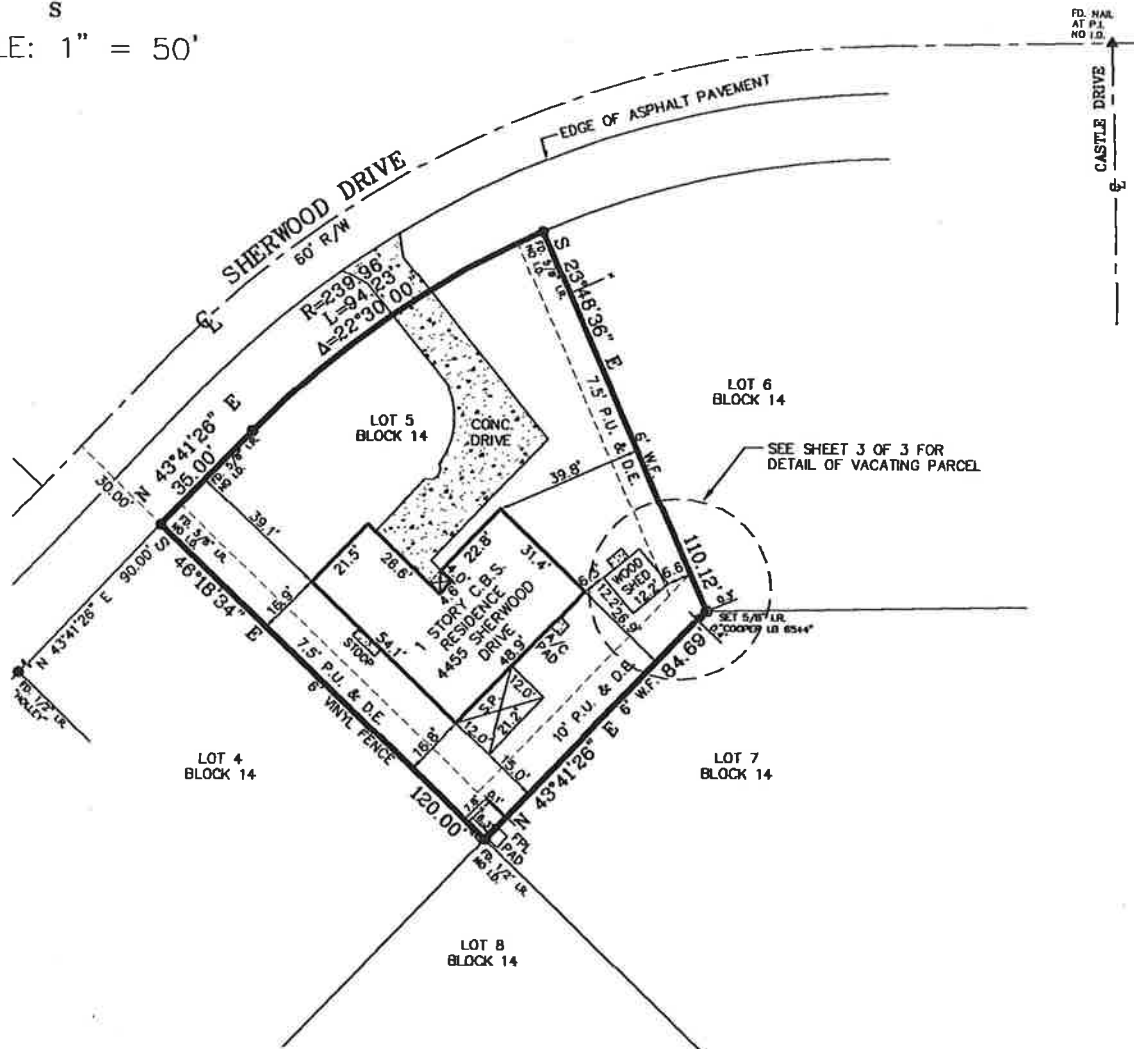
PARCEL ID NUMBER: 21-34-24-53-14-5

SHEET 2 OF 3

NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 3
AND SKETCH ON SHEET 3 OF 3



SCALE: 1" = 50'



LEGEND:

A/C = AIR CONDITIONER
A.K.A. = ALSO KNOWN AS
ALUM = ALUMINUM
AVE = AVENUE
BLK = BLOCK
BLVD = BOULEVARD
BN = BENCHMARK
(CALC) = CALCULATED
CB = CHORD BEARING
C.D.S. = CONCRETE BLOCK STRUCTURE
CD = CHORD DISTANCE
C.L. = CHAIN LINK FENCE
CL = CENTER LINE
CM = CONCRETE MONUMENT
CN = CONCRETE
C = COURT
D = DRIVE
D.B. = DEED BOOK
D/W = DRIVEWAY

SYMBOLS

ESMT = EASEMENT
ELEV = ELEVATION
FF = FINISH FLOOR
FD = FOUND
FH = FIRE HYDRANT
LP = LEAD PIPE
LR = IRON ROD
LB = LICENSED BUSINESS
M = MEASURED
N/D = NAIL & DISK
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
O.R.B. = OFFICIAL RECORDS BOOK
O.H.W. = OVERHEAD WIRE
P = PLAT
P.R. = PRO-RATED
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
P.T. = POINT OF TANGENCY
P.I. = POINT OF INTERSECTION
P.C.P. = PERMANENT CONTROL POINT
P.L.S. = PROFESSIONAL LAND SURVEYOR
P.B. = PAGE
P.B. = PLAT BOOK
R/O-W = RIGHT-OF-WAY
R.P. = RADIUS POINT
S.P. = SCREEN PORCH
ST = STREET
S/B = SPOCK
W.F. = WOOD FENCE
WM = WATER METER
WV = WATER VALVE

SURVEY SYMBOLS

± = MORE OR LESS
O = POWER POLE
- - - = GUY WIRE
L = ARC LENGTH
R = RADIUS
Δ = DELTA
CONC. = COVERED AREA
- - - = CENTER LINE
- - - = FENCE
- - - = EASEMENT
● = FOUND
▲ = FOUND NAIL & DISK
■ = FOUND CONCRETE MONUMENT
D = SET 5/8" BROWN ROD "COOPER LB 6544"
Δ = SET NAIL & DISK "COOPER LB 6544"
□ = SET 4" x 4" CONCRETE MONUMENT "COOPER LB 6544"

SECTION 24, TOWNSHIP 21 SOUTH, RANGE 34 EAST

PROJECT NO. 17-03-91

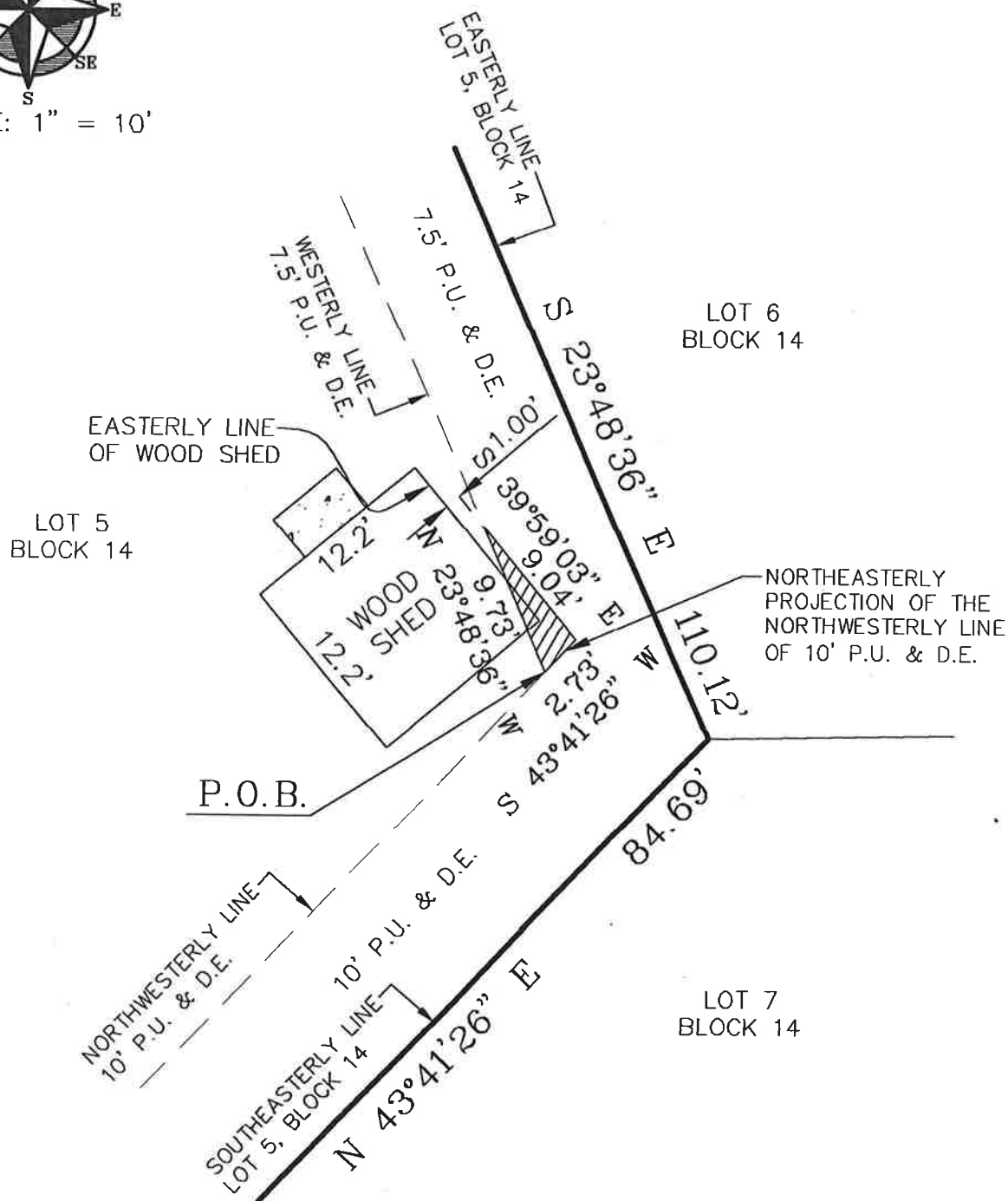
PREPARED BY: JOHN W. COOPER

PARCEL ID NUMBER: 21-34-24-53-14-5

NOT VALID WITHOUT THE
LEGAL DESCRIPTION ON SHEET
1 OF 3 AND THE SKETCH ON
SHEET 2 OF 3



SCALE: 1" = 10'





RECEIVED

OCT 05 2017

BY: *mpc*

BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A220
VIERA, FL 32940

STATE OF FLORIDA COUNTY OF BREVARD:

Before the undersigned authority personally appeared Becky Holland, who on oath says that he or she is a Legal Advertising Representative of the FLORIDA TODAY, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Legal Notices

as published in FLORIDA TODAY in the issue(s) of:

10/02/17

Affiant further says that the said FLORIDA TODAY is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 2th of October 2017, by Becky Holland who is personally known to me

Ruby Royer
Ruby Royer
Notary Public for the State of Florida
My Commission expires January 30, 2018

Publication Cost: \$288.88
Ad No: 0002440664
Customer No: BRE-6BR327



RUBY ROYER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088043
Expires 1/30/2018

Ad #2440664

10/2/2017

LEGAL NOTICE

NOTICE TO VACATE PART OF A 7.5 FT. WIDE PUBLIC UTILITY & DRAINAGE EASEMENT, PLAT OF "SHERWOOD ESTATE UNIT NO. ELEVEN" IN SECTION 24, TOWNSHIP 21 SOUTH, RANGE 34 EAST, TITUSVILLE, FL

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

SEE EXHIBIT "A"

The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at 9:00 A.M. on October 24, 2017 at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken.

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

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

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

EXHIBIT "A"

A TRIANGULAR SHAPED PARCEL OF LAND BEING A PART OF THE 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT THAT LIES WESTERLY OF THE EASTERLY LINE OF LOT 5, BLOCK 14, SHERWOOD ESTATES UNIT NO. 11 AS RECORDED IN PLAT BOOK 28 AT PAGE 59 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF NORTH-WESTERLY LINE OF A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING ALONG THE SOUTHEAST-ERLY LINE OF SAID LOT 5, BLOCK 14, WITH THE WESTERLY LINE OF A 7.50 FOOT WIDE EASEMENT LYING ALONG THE EASTERLY LINE OF SAID LOT 5, BLOCK 14; THENCE N. 23°48'36" W., ALONG SAID WESTERLY LINE OF 7.50 FOOT WIDE EASEMENT, A DISTANCE OF 9.73 FEET TO A POINT WHICH LIES 1.00 FEET EASTERLY (BY RIGHT ANGLE MEASUREMENT) OF THE EASTERLY LINE OF AN EXISTING WOOD SHED; THENCE S. 39°59'03" E., PARALLEL WITH THE EAST-ERLY LINE OF THE EXISTING WOOD SHED, A DISTANCE OF 9.04 FEET TO A POINT WHICH LIES ON THE NORTHEAST-ERLY PROJECTION OF THE NORTHWEST-ERLY LINE OF SAID 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASE-MENT; THENCE S. 43°41'26" W., ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 2.73 FEET TO THE POINT OF BEGINNING, CONTAINING 12 SQUARE FEET, MORE OR LESS. PREPARED BY JOHN W. COOPER, PLS





BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A220
VIERA, FL 32940

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared
Becky Holland, who on oath says that he or she is a
Legal Advertising Representative of the FLORIDA TODAY
, a daily newspaper published in Brevard County, Florida
that the attached copy of advertisement, being a Legal
Ad in the matter of

Legal Notices

as published in FLORIDA TODAY in the issue(s) of:

11/01/17

Affiant further says that the said FLORIDA TODAY is a
newspaper in said Brevard County, Florida and that the
said newspaper has heretofore been continuously
published in said Brevard County, Florida each day and
has been entered as periodicals matter at the post office
in MELBOURNE in said Brevard County, Florida, for a
period of one year next preceding the first publication of
the attached copy of advertisement; and affiant further
says that he or she has never paid nor promised any
person, firm or coporation any discount, rebate,
commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 1th of
November 2017, by Becky Holland who is personally
known to me

Adia Bell
Notary Public for the State of Florida
My Commission expires January 27, 2020



Adia Bell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF954893
Expires 1/27/2020

Publication Cost: \$282.36
Ad No: 0002502930
Customer No: BRE-6BR327

AD#2502930, 11/1/2017

LEGAL NOTICE

RESOLUTION PARTIALLY VACATING A 7.5 FOOT WIDE PUBLIC UTILITY AND DRAINAGE
EASEMENT ON SHERWOOD DRIVE IN SHERWOOD ESTATES UNIT NO. 11, TITUSVILLE --
WILLIAM V. EASTERLING

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 24th day of October, 2017, the Board of County
Commissioners of Brevard County, Florida, adopted a Resolution partially vacating a
7.5 foot wide public utility and drainage easement on Sherwood Drive in Sherwood
Estates Unit No. 11, Titusville, as petitioned by William V. Easterling.

SEE ATTACHED EXHIBIT "A"

The Board further renounced and disclaimed any right of the County in and to said
public easement.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK
BY: Tammy Rowe, Deputy Clerk

LEGAL DESCRIPTION:

EXHIBIT "A"

A TRIANGULAR SHAPED PARCEL OF LAND BEING A PART OF THE 7.50 FOOT PUBLIC
UTILITY AND DRAINAGE EASEMENT THAT LIES WESTERLY OF THE EASTERLY LINE OF
LOT 5, BLOCK 14, SHERWOOD ESTATES UNIT NO. 11 AS RECORDED IN PLAT BOOK 28
AT PAGE 59 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE INTERSECTION OF NORTHWESTERLY LINE OF A 10.00 FOOT WIDE PUB-
LIC UTILITY AND DRAINAGE EASEMENT LYING ALONG THE SOUTHEASTERLY LINE OF
SAID LOT 5, BLOCK 14, WITH THE WESTERLY LINE OF A 7.50 FOOT WIDE EASEMENT
LYING ALONG THE EASTERLY LINE OF SAID LOT 5, BLOCK 14; THENCE N. 23°48'36"
W., ALONG SAID WESTERLY LINE OF 7.50 FOOT WIDE EASEMENT, A DISTANCE OF 9.73
FEET TO A POINT WHICH LIES 1.00 FEET EASTERLY (BY RIGHT ANGLE MEASUREMENT)
OF THE EASTERLY LINE OF AN EXISTING WOOD SHED; THENCE S. 39°59'03" E., PARAL-
LEL WITH THE EASTERLY LINE OF THE EXISTING WOOD SHED, A DISTANCE OF 9.04
FEET TO A POINT WHICH LIES ON THE NORTHEASTERLY PROJECTION OF THE NORTH-
WESTERLY LINE OF SAID 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASE-
MENT; THENCE S. 43°41'26" W., ALONG SAID NORTHEASTERLY PROJECTION, A DIS-
TANCE OF 2.73 FEET TO THE POINT OF BEGINNING. CONTAINING 12 SQUARE FEET,
MORE OR LESS. PREPARED BY JOHN W. COOPER, PLS

RECEIVED

NOV 07 2017

BY:

PUBLIC WORKS

NOV 6 2017

RECEIVED



Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: BREVARD CTY PUBLIC WORKS DEPT

Address: 2725 JUDGE FRAN JAMIESON WAY
VIERA FL 32940
USA

Ad No.: 0002502930

Pymt Method Invoice

Net Amt: \$282.36

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/01/17

Text of Ad:

AD#2502930, 11/1/2017

LEGAL NOTICE

RESOLUTION PARTIALLY VACATING A 7.5 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ON SHERWOOD DRIVE IN SHERWOOD ESTATES UNIT NO. 11, TITUSVILLE - WILLIAM V. EASTERLING

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 24th day of October, 2017, the Board of County Commissioners of Brevard County, Florida, adopted a Resolution partially vacating a 7.5 foot wide public utility and drainage easement on Sherwood Drive in Sherwood Estates Unit No. 11, Titusville, as petitioned by William V. Easterling.

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The Board further renounced and disclaimed any right of the County in and to said public easement.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK

BY: Tammy Rowe, Deputy Clerk

LEGAL DESCRIPTION:

EXHIBIT "A"

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LEGAL NOTICE

RESOLUTION PARTIALLY VACATING A 7.5 FOOT WIDE PUBLIC UTILITY AND
DRAINAGE EASEMENT ON SHERWOOD DRIVE IN SHERWOOD ESTATES UNIT NO.
11, TITUSVILLE – WILLIAM V. EASTERLING

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 24th day of October, 2017, the Board of County Commissioners of Brevard County, Florida, adopted a Resolution partially vacating a 7.5 foot wide public utility and drainage easement on Sherwood Drive in Sherwood Estates Unit No. 11, Titusville, as petitioned by William V. Easterling.

SEE ATTACHED EXHIBIT "A"

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BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK
BY: Tammy Rowe, Deputy Clerk

Florida TODAY: Please advertise in the November 1, 2017, issue of the *Florida TODAY*.

**BILL THE PUBLIC WORKS DEPARTMENT OF BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS ACCOUNT NO. 6BR327 AND PURCHASE ORDER NO.
4500092228-10, AND FORWARD INVOICE AND PROOF OF PUBLICATION TO:**

**Marc Cazessüs, PLS
Public Works Department
Surveying and Mapping Program
2725 Judge Fran Jamieson Way, Bldg. A-220
Viera, FL 32940**

LEGAL DESCRIPTION:

EXHIBIT "A"

A TRIANGULAR SHAPED PARCEL OF LAND BEING A PART OF THE 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT THAT LIES WESTERLY OF THE EASTERLY LINE OF LOT 5, BLOCK 14, SHERWOOD ESTATES UNIT NO. 11 AS RECORDED IN PLAT BOOK 28 AT PAGE 59 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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To: Board of County Commissioners

I'm writing to you to respectfully request that you waive and return my \$640.00 fee. I'm 87 years old as of January of this year. I'm 21 years retired from the U.S. Navy and have experienced the loss of my regular cost of living allowances for the past eight years that were promised me when I retired.

My 64 year old Daughter Terry who has health problems, both mentally and physically and is on very limited income, will inherit my property. I would sincerely like to resolve this problem before she takes the responsibility for my property.

Thank You so much
William Easterling

PETITIONER'S LETTER
REQUESTING FEE WAIVER



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2101530
 Owners Easterling, William V Life Estate
 Mailing Address 4455 Sherwood Dr Titusville FL 32796
 Site Address 4455 Sherwood Dr Titusville FL 32796
 Parcel ID 21-34-24-53-14-5
 Property Use 0110 - Single Family Residence
 Exemptions HEX1 - Homestead First \$25,000
 HEX2 - Homestead Additional \$25,000
 Taxing District 1300 - Unincorp District 1
 Total Acres 0.29
 Subdivision Sherwood Estates
 Site Code 0001 - No Other Code Appl.
 Plat Book/Page 0028/0059
 Land Description Sherwood Estates Unit No 11 Lot 5 Blk 14



VALUE SUMMARY

Category	2016	2015	2014
Total Market Value	\$112,590	\$99,470	\$88,950
Agricultural Market Value	\$0	\$0	\$0
Assessed Value Non-School	\$78,410	\$77,870	\$77,260
Assessed Value School	\$78,410	\$77,870	\$77,260
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,000	\$25,000	\$25,000
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$28,410	\$27,870	\$27,260
Taxable Value School	\$53,410	\$52,870	\$52,260

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
09/10/2012	—	QC	Improved	6686/1072
11/01/2011	\$33,000	QC	Improved	6481/0472
08/10/2010	\$34,000	QC	Improved	6220/0778
06/01/1995	—	QC	Improved	3488/0878
08/01/1994	\$43,000	QC	Improved	3413/4808
07/30/1993	\$85,500	WD	Improved	3310/3815
10/23/1987	\$82,000	WD	—	2852/1795
09/06/1985	\$76,000	WD	—	2631/0570
12/26/1984	—	QC	—	2565/0722

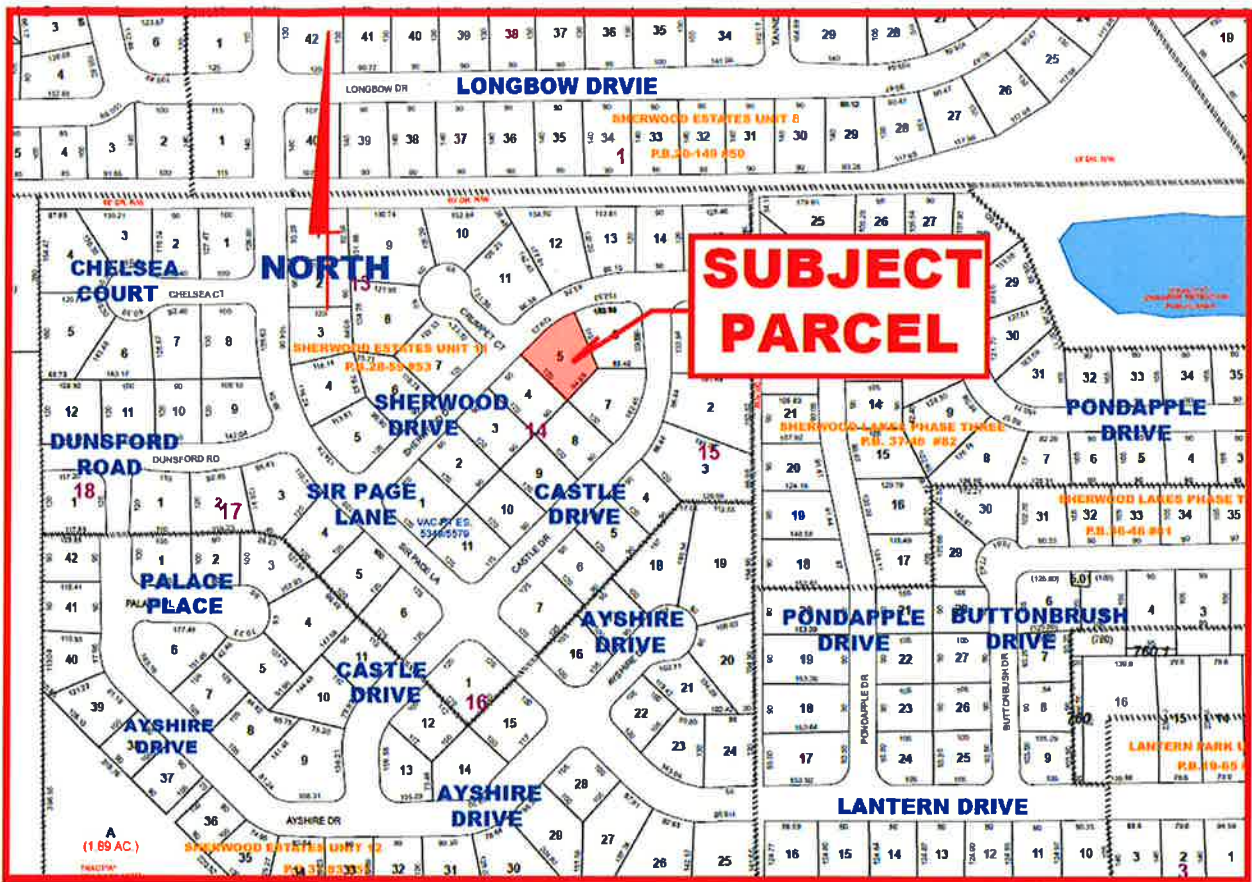
BUILDINGS

PROPERTY DATA CARD #1

Building Use	Year Built	Story Height	Floors	Residential Units	Commerical Units
0110 - Single Family Residence	1985	8	1	1	0

Materials	Sub Areas	
Exterior Wall	Stucco	Base Area (1st)
Frame	Masnryconc	Garage
Roof	Asph/Asb Shngl	Open Porch
Roof Structure	Hip/Gable	Total Base Area
		Total Sub Area
		1552
		462
		16
		1552
		2030

APPRAISER'S DETAIL SHEET



VICINITY MAP

William Easterling – 4455 Sherwood Drive,
Titusville – Lot 5, Block 14, “Sherwood
Estates Unit No. 11” – Plat Book 28, Page 59
– Section 24, Township 21 South, Range 34
East – District 1 – Proposed Partial Vacating
of a 7.5 ft. Wide Public Utility and Drainage
Easement



A E R I A L M A P

William Easterling – 4455 Sherwood Drive, Titusville –
Lot 5, Block 14, “Sherwood Estates Unit No. 11” – Plat
Book 28, Page 59 – Section 24, Township 21 South,
Range 34 East – District 1 – Proposed Partial
Vacating of a 7.5 ft. Wide Public Utility and Drainage
Easement

PLAT BOOK 2 4
AND PAGE 59

A PART OF THE W1/2 OF THE SW1/4 OF THE SE1/4, AND A PART OF THE E1/2 OF THE SE 1/4 OF THE SW1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 34 EAST BREVARD COUNTY, FLORIDA

[illegible]

prepared by
L. A. MEYUM AND ASSOCIATES
330 MOBILE RIVER AVENUE
MOBILE, ALABAMA

[illegible]

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

BEFORE ME, the undersigned authority, on this 14th day of May, 1997, personally appeared James H. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of May, 1997.

James H. Smith
County Commissioner

Notary Public
State of New Mexico
My Comm. Expires 12/31/99

[illegible]

Prepared by and return to:

Joe D. Matheny, Esquire
355 Indian River Avenue
Titusville, FL 32796

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed the ~~10th~~ day of September, 2012, by WILLIAM V. EASTERLING, a single man, first party, to TERRY SUE PRINCE, a single woman, reserving however, unto the Grantor, WILLIAM V. EASTERLING, a life estate for and during the remainder of his natural life, whose post office address is 4455 Sherwood Drive, Titusville, Florida 32796, second party.

(Whenever used herein, the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the first party, for and in consideration of the sum of \$20.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following-described lot, piece or parcel of land, situate, lying and being in the County of Brevard, State of Florida, to-wit:

LOT 5, BLOCK 14, SHERWOOD ESTATES, UNIT NO.
11, ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 28, PAGE 59, PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

PETITIONER'S DEED: 1 OF 2

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

Signed, sealed and delivered in the presence of:

Joe D. Matheny
Signature of Witness

JOE D. MATHENY
Printed Name of Witness

Maria D. Williams
Signature of Witness

MARIA D. WILLIAMS
Printed Name of Witness

William V. Easterling
WILLIAM V. EASTERLING
4455 Sherwood Drive
Titusville, FL 32796

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared WILLIAM V. EASTERLING, a single man, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was not taken. Said person is personally known to me or produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of September, 2012.

Maria D. Williams
Notary Signature

MARIA D. WILLIAMS
Printed Name

Notary Stamp:

NOTARY PUBLIC-STATE OF FLORIDA
Maria D. Williams
Commission # DD813946
Expires: OCT. 10, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY PUBLIC-STATE OF FLORIDA
Maria D. Williams
Commission # DD813946
Expires: OCT. 10, 2012
BONDED THRU ATLANTIC BONDING CO., INC.



LEGAL DESCRIPTION

SECTION 24, TOWNSHIP 21 SOUTH, RANGE 34 EAST

PARCEL ID NUMBER: 21-34-24-53-14-5

PURPOSE OF DESCRIPTION: VACATE PORTION OF EASEMENT

SHEET 1 OF 3
NOT VALID WITHOUT THE
SKETCHES ON SHEETS 2
AND 3 OF 3

LEGAL DESCRIPTION:

A TRIANGULAR SHAPED PARCEL OF LAND BEING A PART OF THE 7.50 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT THAT LIES WESTERLY OF THE EASTERLY LINE OF LOT 5, BLOCK 14, SHERWOOD ESTATES UNIT NO. 11 AS RECORDED IN PLAT BOOK 28 AT PAGE 59 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SURVEYOR'S NOTES:

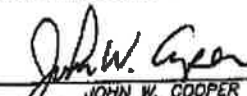
1. No underground utilities or improvements were located unless otherwise shown.
2. This sketch is prepared and certified for the exclusive use of the client named hereon.
3. Unless this sketch of bears the signature and raised seal of John W. Cooper PLS 5093 it is for information purposes only and is not a valid survey.
4. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
5. Improvements on Sheet 2 are based on a boundary survey by John Cooper Land Surveying, Inc., # 15-07-07 dated 07/08/15.
6. This is not a boundary survey.

LEGEND AND ABBREVIATIONS

P.O.B. POINT OF BEGINNING
P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT

SEE ADDITIONAL
LEGEND/ABBREVIATIONS ON SHEET 2

I hereby certify that this sketch of legal description meets the Minimum Technical Standards as set forth by the Florida Department of Agriculture and Consumer Services in Chapter 5J-15.051 Florida Administrative Code, Pursuant to section 472.027, Florida Statutes.


JOHN W. COOPER
Professional Land Surveyor No. 5093
State of Florida
NOT VALID UNLESS SIGNED & SEALED

PREPARED FOR: WILLIAM V. EASTERLING

PREPARED BY: JOHN W. COOPER LAND SURVEYING, INC.

ADDRESS: 2328 S. HOPKINS AVENUE, TITUSVILLE, FLORIDA 32780

PHONE: 321-268-9846 L.B. No. 8544

DRAWN BY: GPL

CHECKED BY: JWC

DRAWING NO. 17-03-91

SECTION 24

DATE: 8/22/17

SHEET 1 OF 3

REVISIONS

TOWNSHIP 21 SOUTH

RANGE 34 EAST

PETITIONER'S SKETCH & DESCRIPTION

SHEET 1 OF 3

SKETCH OF DESCRIPTION

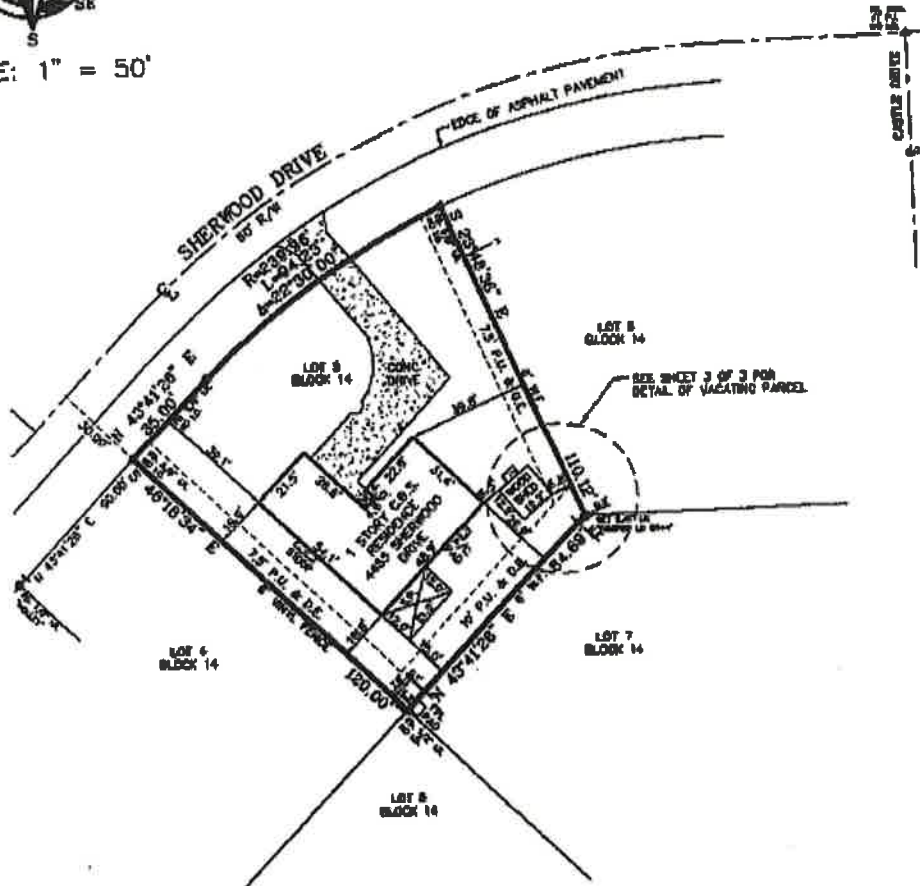
SECTION 24, TOWNSHIP 21 SOUTH, RANGE 34 EAST

PARCEL ID NUMBER: 21-34-24-53-14-5



SCALE: 1" = 50'

SHEET 2 OF 3
NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 3
AND SKETCH ON SHEET 3 OF 3



LEGEND:
A/E = AIR CONDITION
A/R = AIR RIGGING
A/S = AIR SERVICE
A/L = AIR LINE
A/B = AIR BRACKET
A/C = AIR CORD
A/D = AIR DUCT
A/E = AIR EXHAUST
A/F = AIR FLOOR
A/G = AIR GROUND
A/H = AIR HOLE
A/I = AIR INLET
A/J = AIR JUNCTION
A/K = AIR KICK
A/L = AIR LINE
A/M = AIR MOUNT
A/N = AIR NAIL
A/O = AIR OIL
A/P = AIR PUMP
A/Q = AIR QUANTITY
A/R = AIR RIGGING
A/S = AIR SERVICE
A/T = AIR TANK
A/U = AIR UNIT
A/V = AIR VALVE
A/W = AIR WIRE
A/X = AIR XEROX
A/Y = AIR YARD
A/Z = AIR ZONE

CH = CHURCH
CL = CLUB
CO = COAST
CR = CREEK
CS = COUNTRY
CT = COURT
CU = CUP
CV = CUPBOARD
CW = CROWN
CX = CROWN
CY = CROWN
CZ = CROWN
D = DRAIN
D/A = DRAINAGE
D/B = DRAINAGE
D/C = DRAINAGE
D/D = DRAINAGE
D/E = DRAINAGE
D/F = DRAINAGE
D/G = DRAINAGE
D/H = DRAINAGE
D/I = DRAINAGE
D/J = DRAINAGE
D/K = DRAINAGE
D/L = DRAINAGE
D/M = DRAINAGE
D/N = DRAINAGE
D/O = DRAINAGE
D/P = DRAINAGE
D/Q = DRAINAGE
D/R = DRAINAGE
D/S = DRAINAGE
D/T = DRAINAGE
D/U = DRAINAGE
D/V = DRAINAGE
D/W = DRAINAGE
D/X = DRAINAGE
D/Y = DRAINAGE
D/Z = DRAINAGE

US = UTILITY
US/A = UTILITY
US/B = UTILITY
US/C = UTILITY
US/D = UTILITY
US/E = UTILITY
US/F = UTILITY
US/G = UTILITY
US/H = UTILITY
US/I = UTILITY
US/J = UTILITY
US/K = UTILITY
US/L = UTILITY
US/M = UTILITY
US/N = UTILITY
US/O = UTILITY
US/P = UTILITY
US/Q = UTILITY
US/R = UTILITY
US/S = UTILITY
US/T = UTILITY
US/U = UTILITY
US/V = UTILITY
US/W = UTILITY
US/X = UTILITY
US/Y = UTILITY
US/Z = UTILITY

REMARKS:
1 = 100' ON 100'
2 = 100' ON 100'
3 = 100' ON 100'
4 = 100' ON 100'
5 = 100' ON 100'
6 = 100' ON 100'
7 = 100' ON 100'
8 = 100' ON 100'
9 = 100' ON 100'
10 = 100' ON 100'
11 = 100' ON 100'
12 = 100' ON 100'
13 = 100' ON 100'
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19 = 100' ON 100'
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21 = 100' ON 100'
22 = 100' ON 100'
23 = 100' ON 100'
24 = 100' ON 100'
25 = 100' ON 100'
26 = 100' ON 100'
27 = 100' ON 100'
28 = 100' ON 100'
29 = 100' ON 100'
30 = 100' ON 100'

SECTION 24, TOWNSHIP 21 SOUTH, RANGE 34 EAST

PROJECT NO. 17-03-91
PREPARED BY: JOHN W. COOPER

PETITIONER'S SKETCH & DESCRIPTION
SHEET 2 OF 3

SECTION 24, TOWNSHIP 21 SOUTH, RANGE 34 EAST
PARCEL ID NUMBER: 21-34-24-53-14-5

1" = 10'

LOT 5
BLOCK 14

EASTERLY LINE
LOT 5, BLOCK 14

7.5' P.U. & D.E.

WESTERLY LINE
7.5' P.U. & D.E.

EASTERLY LINE
OF WOOD SHED

12.2'

12' WOOD SHED

12' S

39°59'03" E

101.00'

23°48'36" E

LOT 6
BLOCK 14

**PORTION OF EASEMENT
TO BE VACATED - FOR
REMAINING EASEMENTS
SEE "COMMENT SHEET
2 OF 2"**

NORTHEASTERLY
PROJECTION OF THE
NORTHWESTERLY LINE
OF 10' P.U. & D.E.

110.12'

84.69'

LOT 7
BLOCK 14

P.O.B.

NORTHWESTERLY LINE
10' P.U. & D.E.

10' P.U. & D.E.

SOUTHEASTERLY LINE
LOT 5, BLOCK 14

N 43°41'26" E

2.73'

43°41'26" W

SECTION 24, TOWNSHIP 21 SOUTH, RANGE 34 EAST

PETITIONER'S SKETCH & DESCRIPTION

SHEET 3 OF 3

COMMENT SUMMARY

APPLICANT: WILLIAM F. EASTERLING

UPDATED BY/DATE: MARC CAZESSUS, PLS / 20171012 @ 12:16 HOURS

COMPANIES	NOTIFIED	COMMENTS RECEIVED	APPROVED	STIPULATIONS/REMARKS
UTILITIES				
CITY OF TITUSVILLE	20170901	20170905	YES	NO OBJECTIONS
FLORIDA CITY GAS	20170901	20170901	YES	NO OBJECTIONS
FLORIDA POWER & LIGHT	20170901	20171012	YES	NO OBJECTIONS
A T & T	20170901	N/A	N/A	NO RESPONSE
CHARTER COMMUNICATIONS	20170901	20170906	YES	NO OBJECTIONS
COUNTY STAFF				
UTILITY SERVICES	20170901	20170901	YES	NO OBJECTIONS - TAMMY HURLEY
LAND PLANNING	20170901	20170901	YES	NO OBJECTIONS - REBECCA RAGAIN
ROAD AND BRIDGE	20170901	20170915	YES	NO OBJECTIONS - SUSAN JACKSON
NRMD - STORM WATER	20170901	20170914	YES	NO OBJECTIONS - HARVEY WHEELER
ZONING	20170901	20170906	YES	NO OBJECTIONS - PAUL BODY

COMMENT SHEET: 1 OF 2

Ad #2440664 10/2/2017 LEGAL NOTICE NOTICE TO VACATE PART OF A 7.5 FT. WIDE PUBLIC UTILITY & DRAINAGE EASEMENT, PLAT OF "SHERWOOD ESTATE UNIT NO. ELEVEN" IN SECTION 24, TOWNSHIP 21 SOUTH, RANGE 34 EAST, TITUSVILLE, FL NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by WILLIAM V. EASTERLING with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit: SEE EXHIBIT "A" The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at 9:00 A.M. on October 24, 2017 at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken. Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense. The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance. EXHIBIT "A" A TRIANGULAR SHAPED PARCEL OF LAND BEING A PART OF THE 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT THAT LIES WESTERLY OF THE EASTERLY LINE OF LOT 5, BLOCK 14, SHERWOOD ESTATES UNIT NO. 11 AS RECORDED IN PLAT BOOK 28 AT PAGE 59 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF NORTHWESTERLY LINE OF A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, BLOCK 14, WITH THE WESTERLY LINE OF A 7.50 FOOT WIDE EASEMENT LYING ALONG THE EASTERLY LINE OF SAID LOT 5, BLOCK 14; THENCE N. 23°48'36" W., ALONG SAID WESTERLY LINE OF 7.50 FOOT WIDE EASEMENT, A DISTANCE OF 9.73 FEET TO A POINT WHICH LIES 1.00 FEET EASTERLY (BY RIGHT ANGLE MEASUREMENT) OF THE EASTERLY LINE OF AN EXISTING WOOD SHED; THENCE S. 39°59'03" E., PARALLEL WITH THE EASTERLY LINE OF THE EXISTING WOOD SHED, A DISTANCE OF 9.04 FEET TO A POINT WHICH LIES ON THE NORTHEASTERLY PROJECTION OF THE NORTHWESTERLY LINE OF SAID 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE S. 43°41'26" W., ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 2.73 FEET TO THE POINT OF BEGINNING.

PUBLIC HEARING LEGAL

ADVERTISEMENT

LEGAL DESCRIPTION:

A TRIANGULAR SHAPED PARCEL OF LAND BEING A PART OF THE 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT THAT LIES WESTERLY OF THE EASTERLY LINE OF LOT 5, BLOCK 14, SHERWOOD ESTATES UNIT NO. 11 AS RECORDED IN PLAT BOOK 28 AT PAGE 59 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF NORTHWESTERLY LINE OF A 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, BLOCK 14, WITH THE WESTERLY LINE OF A 7.50 FOOT WIDE EASEMENT LYING ALONG THE EASTERLY LINE OF SAID LOT 5, BLOCK 14; THENCE N. $23^{\circ}48'36''$ W., ALONG SAID WESTERLY LINE OF 7.50 FOOT WIDE EASEMENT, A DISTANCE OF 9.73 FEET TO A POINT WHICH LIES 1.00 FEET EASTERLY (BY RIGHT ANGLE MEASUREMENT) OF THE EASTERLY LINE OF AN EXISTING WOOD SHED; THENCE S. $39^{\circ}59'03''$ E., PARALLEL WITH THE EASTERLY LINE OF THE EXISTING WOOD SHED, A DISTANCE OF 9.04 FEET TO A POINT WHICH LIES ON THE NORTHEASTERLY PROJECTION OF THE NORTHWESTERLY LINE OF SAID 10.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE S. $43^{\circ}41'26''$ W., ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 2.73 FEET TO THE POINT OF BEGINNING. CONTAINING 12 SQUARE FEET, MORE OR LESS. PREPARED BY JOHN W. COOPER, PLS

Meeting Date
October 24, 2017



AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA	
Section	PUBLIC HEARING
Item No.	IV. C

SUBJECT:	Petition to Partial Vacate Re: 60.0 ft. wide Public Right-of-Way of Poinsettia Street – “Sea Isle Village Third Addition” – Indialantic – Susan Rand and William Dewberry – District 5 (Fiscal impact: Petitioner paid \$640.00 Vacating Application Fee)		
DEPT/OFFICE	Public Works Department – Surveying Section		
Requested Action:			
It is requested that the Board of County Commissioners (BOCC) conduct a public hearing to consider the partial vacating of the 60.0 ft. wide public right-of-way of Poinsettia Street in “Sea Isle Village Third Addition” in Section 24, Township 27 South, Range 37 East, Indialantic, FL. If approved, it is requested that the Board accept the conveyance of a replacement public utility and drainage easement over all of the vacated right-of-way and authorize the Chairman to sign the attached Resolution approving the vacating.			
Summary Explanation & Background:			
Florida Statutes, Section 336.09 and Brevard County Article II, Section 86-36, provide a method to the Board of County Commissioners to vacate and abandon unused rights-of-way and easements. The petitioners own abutting lots north and south of the right-of-way and are requesting its partial vacating to allow for added security; to eliminate its use for illegal activities; to improve maintenance and thereby enhance the general aesthetics of the neighborhood. Petitioners have agreed to convey replacement easements over all of the vacated right-of-way to Brevard County, the City of Melbourne, FPL, AT&T and Charter Communications. Right-of-way to be vacated contains 7,541 square feet, more or less October 09, 2017, the legal notice was advertised in Florida TODAY informing the public of the date a public hearing would be held to consider the vacating. All pertinent county agencies and public utility companies have been notified and at this time, no objections have been received. The subject parcel is located in Indialantic as follow: Begin at the intersection of U. S. Highway A-1-A and Poinsettia Street; thence 0.37 miles west along Poinsettia Street to the west end of the Poinsettia Street and the right-of-way vacating parcel. Fiscal Impact: The petitioners are charged \$640 for processing, advertising, and recording costs associated with the vacating of a county right-of-way or easement. These fees are deposited in Fund 0002-30265-3699000, revenue account for vacatings. Name: Marc.Cazessus@brevardfl.gov Phone: Ext. 57315			
Exhibits Attached: Resolution, vicinity map, aerial map, Appraisers detail sheet plat (if applicable), petitioner's deed, boundary survey (if available), boundary survey (right-of-way vacating) or sketch and description (easement vacating), comment summary sheet and legal notice of public hearing advertisement.			
Clerk to the Board instruction: Advertise Approved Resolution Notice and Record Vacating Resolution Documents as one, resolution type document which in sequence includes: the approved/signed resolution, the proof of publication of the public hearing notice, and the proof of publication of the adopted resolution notice and to also separately the County Replacement Easement.			
Contract / Agreement (If attached): Reviewed by County Attorney			
		Yes ☐	No ☐
		PR ☐	
County Manager Frank Abbate	Assistant County Manager John P. Denninghoff	Department Director / Extension Andrew J. Holmes, P.E. / Ext. 57202	
	Assistant County Manager Jim Liesenfelt		



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

November 13, 2017

M E M O R A N D U M

TO: Andrew Holmes, Interim Public Works Director Attn: Marc Cazessus

RE: Advertising Bills for Resolution Partially Vacating a 60.0 Foot Wide Public Right-of-Way of Poinsettia Street in Sea Isle Village Third Addition, Indialantic

Enclosed for your necessary action are copies of the advertising bills for Resolution No. 17-215, partially vacating a 60.0 foot wide public right-of-way of Poinsettia Street in Sea Isle Village Third Addition, Indialantic, as petitioned by Susan Rand and William Dewberry. Said Resolution was adopted and approved by the Board of County Commissioners, in regular session on October 24, 2017.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for Donna Scott
Tammy Rowe, Deputy Clerk

/ds

Encls. (2)



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

November 13, 2017

Susan Rand
2245 Abalone Avenue
Indialantic, FL 32903

Dear Ms. Rand:

Re: Resolution Partially Vacating a 60.0 Foot Wide Public Right-of-Way of Poinsettia Street
in Sea Isle Village Third Addition, Indialantic

The Board of County Commissioners, in regular session on October 24, 2017, adopted Resolution No. 17-215, partially vacating a 60.0 foot wide public right-of-way of Poinsettia Street in Sea Isle Village Third Addition, Indialantic, as petitioned by you. Said Resolution has been recorded in ORBK 8021, Pages 2670 through 2674. Enclosed is a certified copy of the recorded Resolution for your records.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for Denna Scott
for Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Marc Cazessus, Public Works



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Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

November 13, 2017

William Dewberry
2305 Abalone Avenue
Indialantic, FL 32903

Dear Mr. Dewberry:

Re: Resolution Partially Vacating a 60.0 Foot Wide Public Right-of-Way of Poinsettia Street
in Sea Isle Village Third Addition, Indialantic

The Board of County Commissioners, in regular session on October 24, 2017, adopted Resolution No. 17-215, partially vacating a 60.0 foot wide public right-of-way of Poinsettia Street in Sea Isle Village Third Addition, Indialantic, as petitioned by you. Said Resolution has been recorded in ORBK 8021, Pages 2670 through 2674. Enclosed is a certified copy of the recorded Resolution for your records.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for Donna Scott
for Tammy Rowe, Deputy Clerk

/ds

Encl. (1)

cc: Marc Cazessus, Public Works

RESOLUTION 2017 -215

PARTIAL VACATING OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET IN "SEA ISLE VILLAGE THIRD ADDITION", INDIALANTIC, FLORIDA, LYING IN SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **SUSAN RAND** and **WILLIAM DEWBERRY** with the Board of County Commissioners to partially vacate the 60.0 ft. wide public right-of-way of Poinsettia Street in Brevard County, Florida, described as follows:

SEE ATTACHED BOUNDARY SURVEY

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

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

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

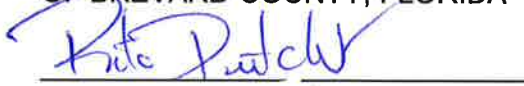
THEREFORE BE IT RESOLVED that said portion of the public right-of-way is hereby vacated; and Brevard County renounces and disclaims any rights in and to said portion of the public right-of-way. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified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

DONE, ORDERED AND ADOPTED, in regular session, this 24th day of October, 2017 A.D.

ATTEST:

SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


RITA PRITCHETT VICE CHAIRWOMAN

As approved by the Board on:
October 24, 2017

BOUNDARY SURVEY

SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST
PARCEL ID#: 27-37-24-83-1-5
PURPOSE: VACATE A PUBLIC RIGHT-OF-WAY

SHEET 1 OF 2

NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

LEGAL DESCRIPTION:

THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 7, 541 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTE:

- 1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF S.00°00'00"E., ALONG THE WEST RIGHT-OF-WAY LINE OF ABALONE AVE.
- 2. UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
- 3. LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
- 4. NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

RECEIVED
AUG 10 2017
BY: *mpc*

Myron E. Barker
PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE
MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 6586

PREPARED BY: PRECISION LAND SURVEYING
PHONE NUMBER: 321-259-4600
ADDRESS: 2900 LAKE WASHINGTON ROAD
SUITE 1, MELBOURNE, FLORIDA 32935

PREPARED FOR: SUSAN RAND

DRAWN BY: J. PRESSMAN
DATE: 03/07/2017

CHECKED BY: M. BARKER
SHEET 1 OF 2

DRAWING NO: 17-1135
REVISIONS:

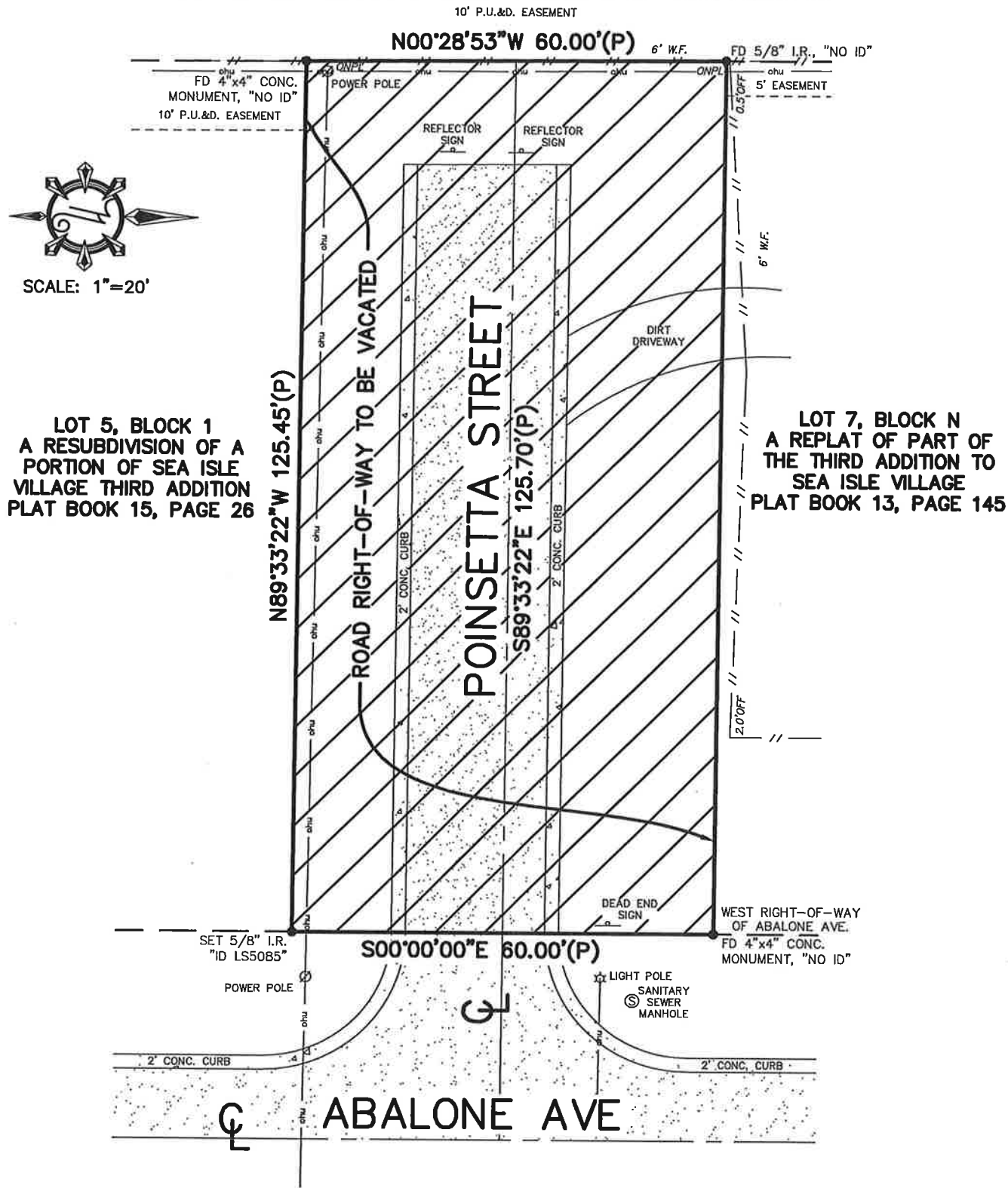
SECTION: 24
TOWNSHIP 27 SOUTH
RANGE 36 EAST

BOUNDARY SURVEY

SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST LOT 15
PARCEL ID#: 27-37-24-83-1-5 RIO VILLA UNIT 1
PLAT BOOK 25, PAGE 22

SHEET 2 OF 2

NOT VALID WITHOUT THE
SKETCH ON SHEET 1 OF 2





BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A220
VIERA, FL 32940

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared
Becky Holland, who on oath says that he or she is a
Legal Advertising Representative of the FLORIDA TODAY
, a daily newspaper published in Brevard County, Florida
that the attached copy of advertisement, being a Legal
Ad in the matter of

Legal Notices

as published in FLORIDA TODAY in the issue(s) of:

10/02/17

Affiant further says that the said FLORIDA TODAY is a
newspaper in said Brevard County, Florida and that the
said newspaper has heretofore been continuously
published in said Brevard County, Florida each day and
has been entered as periodicals matter at the post office
in MELBOURNE in said Brevard County, Florida, for a
period of one year next preceding the first publication of
the attached copy of advertisement; and affiant further
says that he or she has never paid nor promised any
person, firm or coporation any discount, rebate,
commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

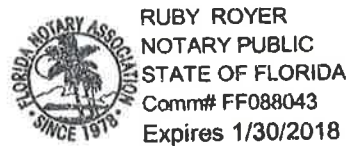
Sworn to and Subscribed before me this 2th of October
2017, by Becky Holland who is personally known to me

Ruby Royer
Notary Public for the State of Florida
My Commission expires January 30, 2018

Publication Cost: \$217.16

Ad No: 0002440776

Customer No: BRE-6BR327



Ad #2440776 10/2/2017
LEGAL NOTICE
NOTICE FOR THE PARTIAL VACATING O
THE 60.0 FT. WIDE PUBLIC RIGHT-OF-
WAY OF POINSETTIA STREET, PLAT OF
"SEA ISLE VILLAGE THIRD ADDITION" IN
SECTION 24, TOWNSHIP 27 SOUTH,
RANGE 37 EAST, INDIALANTIC, FL

NOTICE IS HEREBY GIVEN that pursuant
to Chapter 336.09, Florida Statutes, and
Chapter 86, Article II, Section 86-36, Bre-
vard County Code, a petition has been
filed by SUSAN RAND and WILLIAM
DEWBERRY with the Board of County
Commissioners of Brevard County, Flori-
da, to request vacating the following de-
scribed property, to wit:

SEE EXHIBIT "A"

The Board of County Commissioners will
hold a public hearing to determine the
advisability of such vacating of the
above-described easement at 9:00 A.M.
on October 24, 2017 at the Brevard
County Government Center Board
Room, Building C., 2725 Judge Fran Ja-
mieson Way, Viera, Florida, at which
time and place all those for or against
the same may be heard before final ac-
tion is taken.

Pursuant to Section 286.0105, Florida
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vacating, he or she will need a record of
the proceedings, and that, for such pur-
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mony and evidence upon which the ap-
peal is based.

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

The needs of hearing or visually im-
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partment sponsoring the
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TAINING 7,541 SQUARE FEET, MORE OR
LESS, PREPARED BY: MYRON E. BARKER,
PSM

Ad #2440776 10/2/2017
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NOTICE FOR THE PARTIAL VACATING OF
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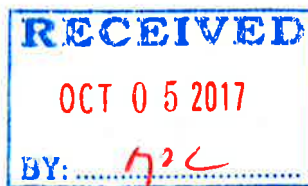
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LESS, PREPARED BY: MYRON E. BARKER,
PSM





BREVARD CTY PUBLIC WORKS DEPT
2725 JUDGE FRAN JAMIESON WAY
BLDG A220
VIERA, FL 32940

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared
Becky Holland, who on oath says that he or she is a
Legal Advertising Representative of the FLORIDA TODAY
, a daily newspaper published in Brevard County, Florida
that the attached copy of advertisement, being a Legal
Ad in the matter of

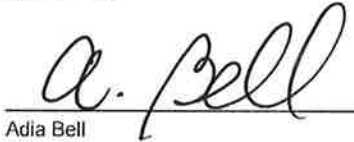
Legal Notices

as published in FLORIDA TODAY in the issue(s) of:

11/01/17

Affiant further says that the said FLORIDA TODAY is a
newspaper in said Brevard County, Florida and that the
said newspaper has heretofore been continuously
published in said Brevard County, Florida each day and
has been entered as periodicals matter at the post office
in MELBOURNE in said Brevard County, Florida, for a
period of one year next preceding the first publication of
the attached copy of advertisement; and affiant further
says that he or she has never paid nor promised any
person, firm or coporation any discount, rebate,
commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 1th of
November 2017, by Becky Holland who is personally
known to me


Adia Bell

Notary Public for the State of Florida
My Commission expires January 27, 2020



Publication Cost: \$204.12
Ad No: 0002502907
Customer No: BRE-6BR327

AD#2502907, 11/1/2017 LEGAL NOTICE

RESOLUTION PARTIALLY VACATING A 60.0 FOOT WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET IN SEA ISLE VILLAGE THIRD ADDITION, INDIALANTIC - SUSAN RAND & WILLIAM DEWBERRY

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 24th day of October, 2017, the Board of County Commissioners of Brevard County, Florida, adopted a Resolution partially vacating a 60.0 foot wide public right-of-way of Poinsettia Street in Sea Isle Village Third Addition, Indialantic, as petitioned by Susan Rand and William Dewberry.

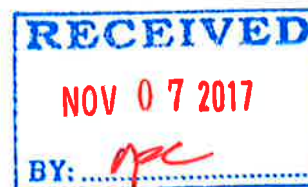
SEE ATTACHED EXHIBIT "A"

The Board further renounced and disclaimed any right of the County in and to said public easement.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK
BY: Tammy Rowe, Deputy Clerk

LEGAL DESCRIPTION:
EXHIBIT "A"

THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT, CONTAINING 7,541 SQUARE FEET, MORE OR LESS. PREPARED BY: MYRON E. BARKER, PSM



Classified Ad Receipt
(For Info Only - NOT A BILL)



Customer: BREVARD CTY PUBLIC WORKS DEPT
Address: 2725 JUDGE FRAN JAMIESON WAY
VIERA FL 32940
USA

Ad No.: 0002502907
Pymt Method Invoice
Net Amt: \$204.12

Run Times: 1
Run Dates: 11/01/17
No. of Affidavits: 1

Text of Ad:

AD#2502907, 11/1/2017

LEGAL NOTICE

RESOLUTION PARTIALLY VACATING A 60.0 FOOT WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET IN SEA ISLE VILLAGE THIRD ADDITION, INDIALANTIC - SUSAN RAND & WILLIAM DEWBERRY

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The Board further renounced and disclaimed any right of the County in and to said public easement.

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LEGAL NOTICE

RESOLUTION PARTIALLY VACATING A 60.0 FOOT WIDE PUBLIC RIGHT-OF-WAY OF
POINSETTIA STREET IN SEA ISLE VILLAGE THIRD ADDITION, INDIALANTIC – SUSAN
RAND & WILLIAM DEWBERRY

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that on the 24th day of October, 2017, the Board of County
Commissioners of Brevard County, Florida, adopted a Resolution partially vacating a 60.0
foot wide public right-of-way of Poinsettia Street in Sea Isle Village Third Addition,
Indialantic, as petitioned by Susan Rand and William Dewberry.

SEE ATTACHED EXHIBIT “A”

The Board further renounced and disclaimed any right of the County in and to said public
easement.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
SCOTT ELLIS, CLERK
BY: Tammy Rowe, Deputy Clerk

Florida TODAY: Please advertise in the November 1, 2017, issue of the *Florida
TODAY*.

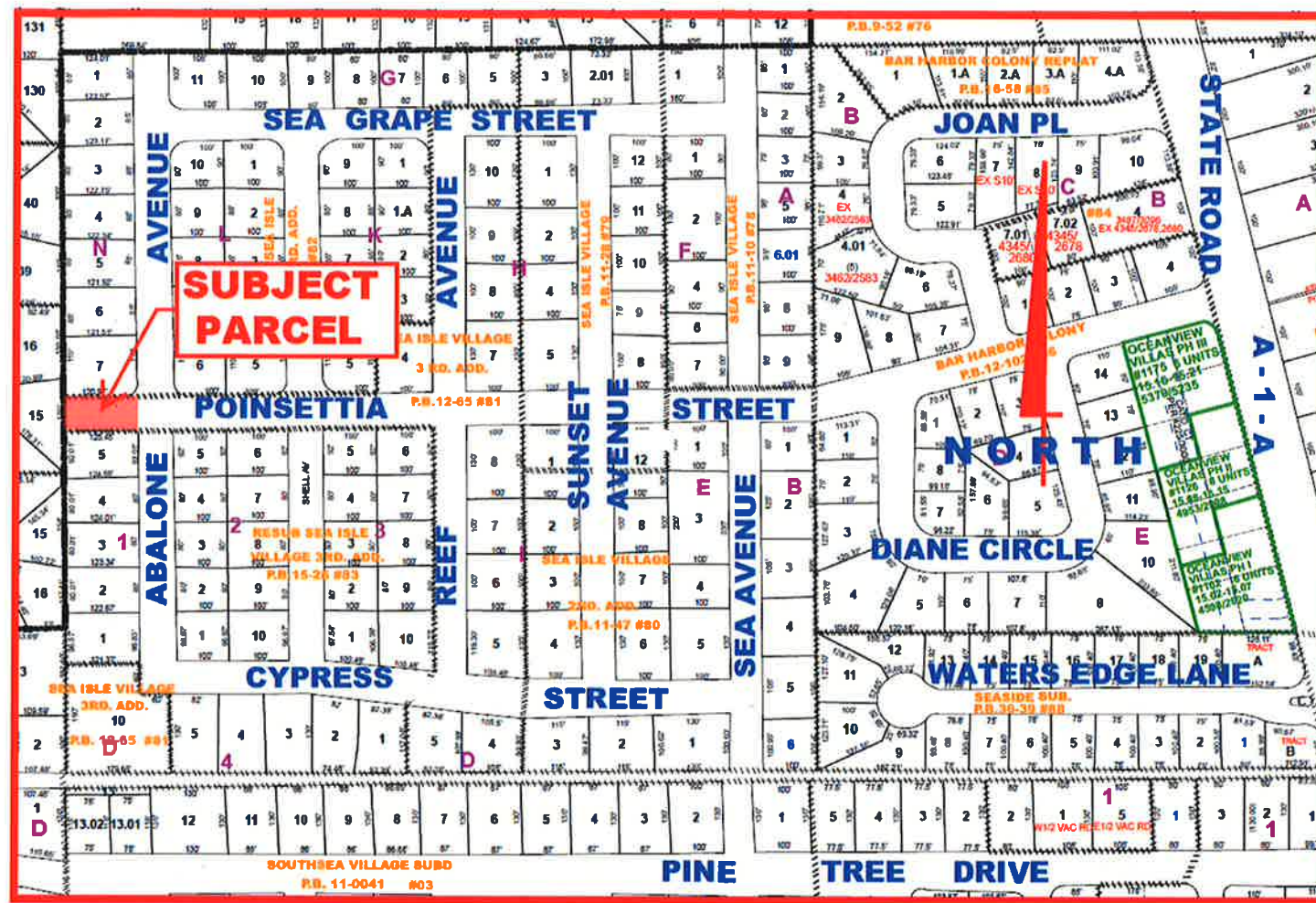
**BILL THE PUBLIC WORKS DEPARTMENT OF BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS ACCOUNT NO. 6BR327 AND PURCHASE ORDER NO.
4500092228-10, AND FORWARD INVOICE AND PROOF OF PUBLICATION TO:**

**Marc Cazessüs, PLS
Public Works Department
Surveying and Mapping Program
2725 Judge Fran Jamieson Way, Bldg. A-220
Viera, FL 32940**

LEGAL DESCRIPTION:

EXHIBIT "A"

THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 7,541 SQUARE FEET, MORE OR LESS. PREPARED BY: MYRON E. BARKER, PSM



VICINITY MAP

Susan Rand – 2245 Abalone Ave., Indialantic, FL,
 32903 – Lot 5, Blk 1, A Resubdivision of a Portion of
 Sea Isle Village Third Addition – Plat Book 15, Page 26
 – William Dewberry – 2305 Abalone Ave., Indialantic,
 FL, 32903 – Lot 7, Blk N, A Replat of Part of the Third
 Addition to Sea Isle Village – Plat Book 13, Page 145 –
 Section 24, Township 27 South, Range 37 East –
 District 5 - Proposed Vacating of a portion of the Public
 Right-of-Way of Poinsettia Street per Sea Isle Village –
 Third Addition – Plat Book 12, Page 65



A E R I A L M A P

Susan Rand – 2245 Abalone Ave., Indialantic, FL, 32903 – Lot 5, Blk 1, A Resubdivision of a Portion of Sea Isle Village Third Addition – Plat Book 15, Page 26 – William Dewberry – 2305 Abalone Ave., Indialantic, FL, 32903 – Lot 7, Blk N, A Replat of Part of the Third Addition to Sea Isle Village – Plat Book 13, Page 145 – Section 24, Township 27 South, Range 37 East – District 5 - Proposed Vacating of a portion of the Public Right-of-Way of Poinsettia Street per Sea Isle Village – Third Addition – Plat Book 12, Page 65

Notes: See P.B. 43 P. 3-345

Definition

L. B. Nichols
LAWYER
No. 457

[illegible]

Donald L. Tucker
Sherman & Sterling

[illegible]

Sgt. J. H. [illegible]
IN COMBAT SERVICE
MAY 1968

[illegible]

ATTENTION: Mr. J. Edgar Hoover CONFIDENTIAL
 DIRECTOR, FBI
 WASHINGTON, D. C.
 DEPARTMENT OF JUSTICE
 DIVISION OF INVESTIGATION
 CERTIFICATION OF CALLS
 I HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS THAT ARE FILED IN THE
 DIVISION OF INVESTIGATION OF THE DEPARTMENT OF JUSTICE, AND THAT THE
 INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT.
 SPECIAL AGENT IN CHARGE
 DIVISION OF INVESTIGATION
 DEPARTMENT OF JUSTICE
 WASHINGTON, D. C.

1961, AND WAS FILED FOR RECORD IN THE 1.

[illegible]

STIGER AND BEALL IN THE PRESENCE OF
James H. Howard
Don B. B. B. B.

STATE OF FLORIDA
COUNTY OF HAMILTON
ACCOMPLISHED

[illegible][illegible]

STREET

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NOTES

PLAT REFERENCE



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2726772
Owners Rand, Susan
Mailing Address 2245 Abalone Ave Indialantic FL 32903
Site Address 2255 Abalone Ave Indialantic FL 32903
Parcel ID 27-37-24-83-1-5
Property Use 0164 - Residential Improvement Not Suitable For Occupancy
Exemptions None
Taxing District 5300 - Unincorp District 5
Subdivision Sea Isle Village 3Rd Addn Resubd Of Part
Total Acres 0.26
Site Code 0001 - No Other Code Appl.
Plat Book/Page 0015/0026
Description Sea Isle Village 3Rd Addn Resubd Of Part Lot 5 Blk 1



VALUE SUMMARY INFORMATION

Category	2016	2015	2014
Total Market Value	\$159,490	\$153,550	\$149,110
Agricultural Market Value	\$0	\$0	\$0
Assessed Value Non-School	\$159,490	\$153,550	\$107,260
Assessed Value School	\$159,490	\$153,550	\$107,260
Homestead Exemption	\$0	\$0	\$25,000
Additional Homestead	\$0	\$0	\$25,000
Other Exemptions	\$0	\$0	\$500
Taxable Value Non-School	\$159,490	\$153,550	\$56,760
Taxable Value School	\$159,490	\$153,550	\$81,760

SALES/TRANSFERS INFORMATION

Date	Price	Deed	V OR I	Book/Page
02/22/2016	\$100,900	WD	Improved	7553/2312
07/30/1964	\$24,000	WD	-	0749/0347

BUILDING INFORMATION

PROPERTY DATA CARD #1			
Building Use	Year Built	Story Height	Floors
0164 - Residential Improvement Not Suitable For Occupancy	1962	8	1
Materials		Sub Areas	
Exterior Wall	Stucco	Base Area (1st)	1450
Frame	Masnryconc	Garage	299
Roof	Asph/Asb Shngl	Open Porch	696
Roof Structure	Hip/Gable	Open Porch	240
		Total Base Area	1450
		Total Sub Area	2685
Extra Features		Additional Extra Features	
Pool Deck	318	No Data Found	
Pool: Residential	1		

APPRAISER'S INFORMATION SHEET:

SUSAN RAND

Prepared by and return to:
Karen S. Solomon, and employee of
PRECISE TITLE, INC
201 Sixth Avenue
Indianapolis, Florida 32903
(321) 984-0986
Incidental to the issuance of a
title insurance commitment/policy.
File Number: 22834

General Warranty Deed

Made this February 22, 2016 A.D. By Ellen J. Plankey, an unmarried widow, hereinafter called the grantor, to Susan Rand, whose post office address is: 2245 Abalone Ave., Indianlake, FL 32903, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Lot 5, Block 1, A Resubdivision of A Portion of Sea Isle Village Third Addition, according to the map or plat thereof, as recorded in Plat Book 15, Page(s) 26, of the Public Records of Brevard County, Florida.

Said property is not, nor has it ever been the constitutional homestead, nor contiguous to the homestead of the Grantor or any members of the household of Grantor ever resided on the above described property as their legal domicile.

Parcel ID Number: 27-37-24-83-00001.0-0005.00

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

DEED Individual Warranty Deed - Legal on Face

PETITIONER'S DEED: SUSAN RAND -
SHEET 1 OF 2

Prepared by and return to:
Karen S. Solomon, and employee of
PRECISE TITLE, INC
201 Sixth Avenue
Indianapolis, Florida 32903
(321) 984-0986
Incidental to the issuance of a
title insurance commitment/policy.
File Number: 22854

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

KATH VAUGHN
Witness Printed Name KATH VAUGHN

Ellen J. Plankey (Seal)
Ellen J. Plankey

Amy J. Praylov
Witness Printed Name Amy J. Praylov

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me February 22, 2016, by Ellen J. Plankey, who is/are personally known to me or who has produced drivers license as identification.

Amy J. Praylov
Notary Public
Print Name:
My Commission Expires:
(SEAL)





Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

Phone: (321) 284-8700

<https://www.bcpao.us>

PROPERTY DETAILS

Account 2726767
Owners Dewberry, William C III
Mailing Address 2305 Abalone Ave Indialantic FL 32903
Site Address 2305 Abalone Ave Indialantic FL 32903
Parcel ID 27-37-24-82-N-7
Property Use 0110 - Single Family Residence
Exemptions HEX1 - Homestead First \$25,000
HEX2 - Homestead Additional \$25,000
Taxing District 5300 - Unincorp District 5
Subdivision Sea Isle Village 3Rd Addn Replat
Total Acres 0.31
Site Code 0001 - No Other Code Appl.
Plat Book/Page 0013/0145
Description Sea Isle Village 3Rd Addn Replat Lot 7 Blk N



VALUE SUMMARY INFORMATION

Category	2016	2015	2014
Total Market Value	\$134,100	\$129,320	\$125,730
Agricultural Market Value	\$0	\$0	\$0
Assessed Value Non-School	\$91,350	\$90,720	\$90,000
Assessed Value School	\$91,350	\$90,720	\$90,000
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,000	\$25,000	\$25,000
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$41,350	\$40,720	\$40,000
Taxable Value School	\$66,350	\$65,720	\$65,000

SALES/TRANSFERS INFORMATION

Date	Price	Deed	V OR I	Book/Page
10/01/1988	\$60,000	WD	--	2949/0659
12/01/1985	\$53,000	WD	--	2662/0179
08/01/1975	\$29,000	--	--	1548/1006

BUILDING INFORMATION

PROPERTY DATA CARD #1			
Building Use	Year Built	Story Height	Floors
0110 - Single Family Residence	1971	8	1
Materials		Sub Areas	
Exterior Wall	Painted Exterior	Base Area (1st)	1274
Frame	Masonryconc	Garage	286
Roof	Asph/Asb Shngl	Total Base Area	1274
Roof Structure	Hip/Gable	Total Sub Area	1560
Extra Features		Additional Extra Features	
Covered Patio: Low	144	No Data Found	

APPRAISER'S INFORMATION SHEET:

WILLIAM DEWBERRY

WARRANTY DEED
Notary to be used

SAME FORM 91

This Warranty Deed Made the 29th day of September A. D. 1988 by

ALLAN P. SMITH, a married man and RICHARD W. SMITH and JANET M. SMITH,
husband and wife
hereinafter called the grantors, to
WILLIAM C. DEWBERRY, III, a single manwhose postoffice address is 2305 Abalone Ave., Indialantic, FL 32903
hereinafter called the grantee:

Witnesseth: That the grantors, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, re-lease, release, convey and confirm unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Lot 7, Block N, A REPLAT OF PART OF THE THIRD ADDITION TO SPA ISIR VILLAGE,
according to the plat thereof, as recorded in Plat Book 13, Page 145 of the
Public Records of Brevard County, Florida.Grantors herein warrant and represents that neither they nor their wives nor
any member of their family resides upon said property, the domicile of the
Grantors being 2311 South Coway Rd. 4607, Orlando, FL 32812 and 154 Acorn
Street, Millis, Mass 02054 and that said property is not Homestead property
as defined under Florida Constitution 1968, Article X, Section 4.Together with all the covenants, conditions and restrictions in any
wise applicable.

To Have and to Hold, the same to the grantee forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all encumbrances, except those arising subsequent
to December 31, 19 87. Subject to restrictions, reservations, limitations and
covenants of record, if any; this reference to said restrictions shall not operate
to release same. Also subject to existing zoning ordinances affecting subject
property.In Witness Whereof, the said grantor has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in our presence:

WITNESS AS TO ALLAN P. SMITH

WITNESS AS TO RICHARD W. SMITH

WITNESS AS TO JANET M. SMITH

STATE OF MASSACHUSETTS

COUNTY OF NORFOLK

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid in the
aforesaid instrument, personally appeared RICHARD W. SMITH and
JANET M. SMITH, husband and wifeto me known to be the persons signified in and who executed the
aforesaid instrument and they acknowledged before me that they
executed the same.WITNESS my hand and official seal in the County and
State last aforesaid this 29th day of
September A. D. 19 88

(N.P. SEAL) Notary Public, State of Mass.

This instrument prepared by:

Address OFF. REC. PAGE

2949 0659

RETURN TO:
LAWYERS TITLE INSURANCE
P.O. BOX 399
MELBOURNE, FL 32901NOTARIES ARE
ISSUED WITH EXPIRATION DATE
P. O. BOX 399, MELBOURNE, FL 32901
SUBJECT TO THE SIGNATURE OF A FILE
INSURANCE CONTRACT

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VERNA S. SUGGS
Notary Public
My Commission Expires February 11, 1994
MY COMMISSION EXPIRES:

PETITIONER'S DEED: WILLIAM

DEWBERRY - SHEET 1 OF 2

Witnessed Audrey DeSanto
Yvonne Player

Audrey DeSanto
Yvonne Player

STATE OF FLORIDA

COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to the State aforesaid and the County aforesaid to take acknowledgments, personally appeared

ALLAN P. SMITH, a married man

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27, September, 1998

(N.P. Seal)

Reyane H. Lopez
Notary Public, State of Florida

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: APRIL 20, 1999.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

STANDARD FORM 64

Warranty Deed

To

RECEIVED
FEB 2 1999
NOTARY PUBLIC
STATE OF FLORIDA
NOTARY SEAL
NOTARY

2949 INCE 0659A

**PETITIONER'S DEED: WILLIAM
DEWBERRY - SHEET 2 OF 2**

BOUNDARY SURVEY

SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST
PARCEL ID#: 27-37-24-83-1-5
PURPOSE: VACATE A PUBLIC RIGHT-OF-WAY

SHEET 1 OF 2

NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

LEGAL DESCRIPTION:

THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE--THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 7, 541 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTE:

- 1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF S.00°00'00"E., ALONG THE WEST RIGHT-OF-WAY LINE OF ABALONE AVE.
- 2. UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
- 3. LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
- 4. NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

RECEIVED
AUG 10 2017
BY:


PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE
MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 6588

PREPARED BY: PRECISION LAND SURVEYING PHONE NUMBER: 321-259-4800 ADDRESS: 2900 LAKE WASHINGTON ROAD SUITE 1, MELBOURNE, FLORIDA 32935		PREPARED FOR: SUSAN RAND	
DRAWN BY: J. PRESSMAN DATE: 03/07/2017	CHECKED BY: M. BARKER SHEET 1 OF 2	DRAWING NO: 17-1135 REVISIONS:	SECTION: 24 TOWNSHIP 27 SOUTH RANGE 36 EAST

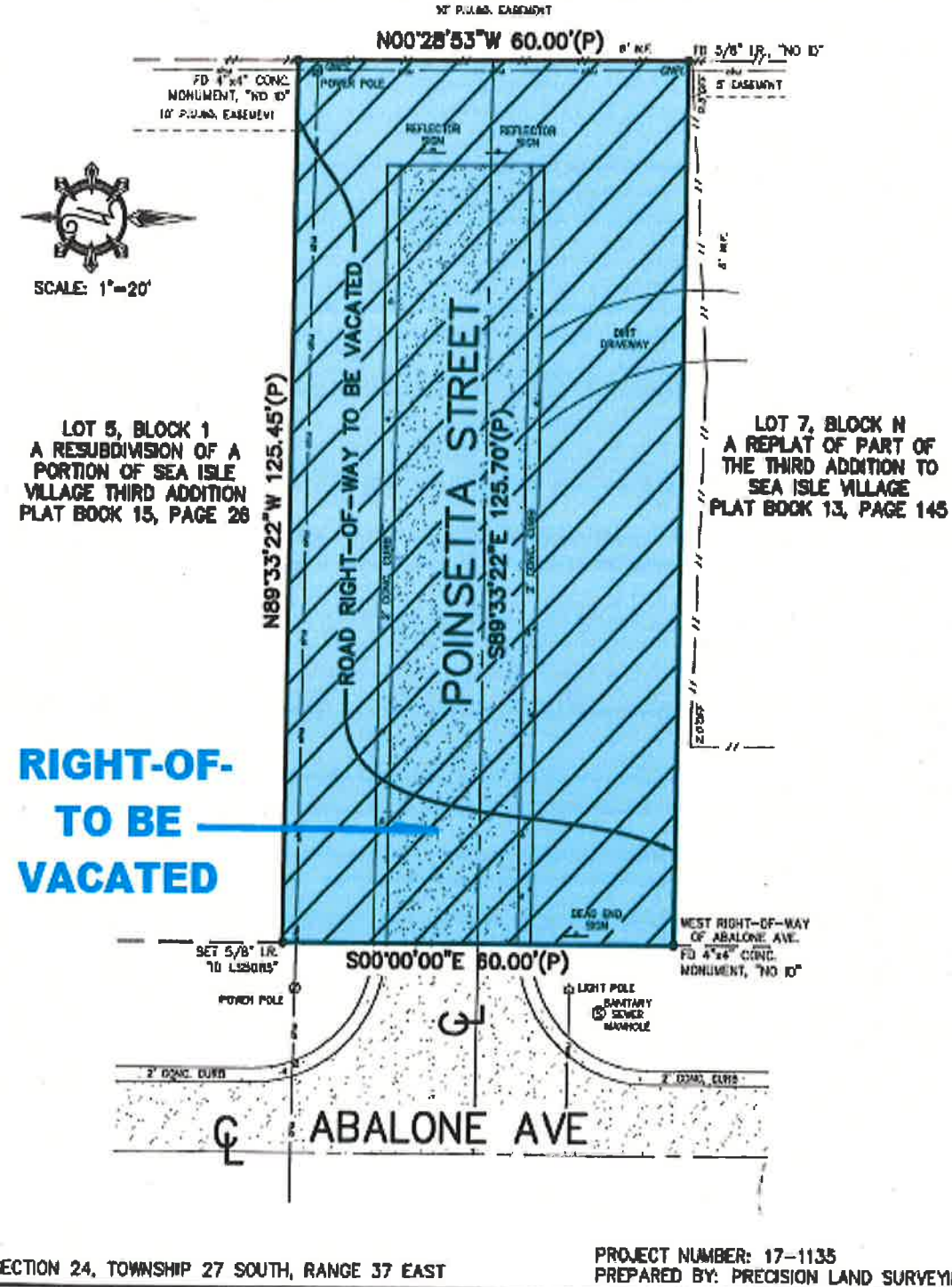
RIGHT-OF-WAY VACATING BOUNDARY
SURVEY: SHEET 1 OF 2

BOUNDARY SURVEY

SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST LOT 15
PARCEL ID#: 27-37-24-83-1-5
RIO VILLA UNIT 1
PLAT BOOK 25, PAGE 22

SHEET 2 OF 2

NOT VALID WITHOUT THE
SKETCH ON SHEET 1 OF 2



**RIGHT-OF-WAY VACATING BOUNDARY
SURVEY: SHEET 2 OF 2**

COMMENT SUMMARY

APPLICANT: SUE RAND & WILLIAM DEWBERRY UPDATED BY/DATE: MARC CAZESSUS, PLS / 20170425 @ 14:54 HRS.

COMPANIES	NOTIFIED	COMMENTS		STIPULATIONS/REMARKS
		RECEIVED	APPROVED	
UTILITIES				
CITY OF MELBOURNE/WATER	20170407	20170407	YES	NO OBJECTIONS - EASEMENT REQUIRED
CITY GAS CO OF FLORIDA	20170407	20170407	YES	NO OBJECTIONS
FLORIDA POWER & LIGHT CO	20170407	20170407	YES	NO OBJECTIONS - EASEMENT REQUIRED
A T & T	20170407	20170411	YES	NO OBJECTIONS - EASEMENT REQUIRED
FLORIDA GAS TRANSMISSION	20170407	20170407	YES	NO OBJECTIONS
BRIGHT HOUSE NETWORKS	20170407	20170410	YES	NO OBJECTIONS - EASEMENT REQUIRED
COUNTY STAFF				
ROAD & BRIDGE	20170407	20170419	YES	NO OBJECTIONS - KEN LAMBERT
TRAFFIC ENGINEERING	20170407	20170414	YES	NO OBJECTIONS - DEVIN SWANSON
LAND ACQUISITION	20170407	20170407	YES	NO OBJECTIONS - BLAISE MANCINI
FIRE & RESCUE	20170407	20170407	YES	NO OBJECTIONS - ASST. MARSHALL DOUG CARTER
LAND PLANNING	20170407	20170420	YES	NO OBJECTIONS - REBECCA RAGAIN
UTILITY SERVICES	20170407	20170420	YES	NO OBJECTIONS - EASEMENT REQUIRED - TAMMY HURLEY
NRMD / STORM WATER	20170407	20170425	YES	NO OBJECTIONS - EASEMENT REQUIRED - BACH McCLURE
ZONING	20170407	20170411	YES	NO OBJECTIONS - PAUL BODY

COMMENT SHEET

LEGAL NOTICE

NOTICE FOR THE PARTIAL VACATING OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET, PLAT OF "SEA ISLE VILLAGE THIRD ADDITION" IN SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST, INDIALANTIC, FL

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

SEE EXHIBIT "A"

The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described easement at 9:00 A.M. on October 24, 2017 at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken.

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

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

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

EXHIBIT "A"

THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF AB-ALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 7,541 SQUARE FEET, MORE OR LESS, PREPARED BY: MYRON E. BARKER, PSM

PUBLIC HEARING LEGAL
ADVERTISEMENT

PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT

THIS INDENTURE, made this 6th ^{August} day of July, A.D. 2017, between **SUSAN RAND**, a single woman, as the first party, and **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, 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 hereby acknowledged, hereby grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date for the purposes of public utilities, drainage, and other allied uses which shall be strictly construed so as not to enlarge the use, scope, or purpose of the easement.

The land affected by the granting of the easements is located in Section 24, Township 27 South, Range 37 East, County of Brevard, State of Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO (LEGAL DESCRIPTION)

TO HAVE AND TO HOLD said easement unto the County of Brevard and to its successors and/or assigns.

The first party does hereby 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.

IN WITNESS WHEREOF, the first party having set their hand and seal this, the day and year first above written,

Signed, sealed, and delivered in the presence of:

Witness
Suzanne Krasny
(Print Name)
Jamie Krasny
Witness
Alexander Krasny
(Print Name)

SUSAN RAND

[Signature]

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 6th ^{August 6th} day of July, 2017, by SUSAN RAND, who is is not personally known to me or who has produced FL DL as identification and who did did not take an oath.

WITNESS my hand and official seal at Melbourne, Florida, the County of Brevard, State of Florida, this 6th day of August, 2017.



Notary Public Glenn S. Krasny
Print Name Glenn S. Krasny
Commission No. FF 932929
Commission Expires 2/26/20

Agenda Item # _____
Board Meeting Date _____

COUNTY REPLACEMENT EASEMENT:

SUSAN RAND – SHEET 1 OF 3

LEGAL DESCRIPTION

PARCEL 27-37-24-83-1-5

PARENT PARCEL: #27-37-24-83-1-5
PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY

LEGAL: PUBLIC UTILITY & DRAINAGE EASEMENT (BY SURVEYOR)

THE SOUTH ONE-HALF OF THE FOLLOWING DESCRIBED VACATED ROAD RIGHT-OF-WAY BEING THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 85 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 3,766 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES & LEGEND:

1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF S.00°00'00"E., ALONG THE WEST RIGHT-OF-WAY LINE OF ABALONE AVE.
2. UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
4. NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CL = CENTERLINE
CONC. = CONCRETE
FD = FOUND
ID = IDENTIFICATION
I.R. = IRON ROD
LS = LAND SURVEYOR
ONPL = ON PROPERTY LINE
OHU = OVERHEAD UTILITY
(P) = PLATTED
P.U.&D. = PUBLIC UTILITY & DRAINAGE
W.F. = WOOD FENCE

PREPARED FOR AND CERTIFIED TO:

SUSAN RAND

Myron E. Barker
MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 8586
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: PRECISION LAND SURVEYING, INC.
2600 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935

DRAWN BY: J. PRESSMAN

CHECKED BY: M. BARKER

PROJECT NO. 17-1135

REVISIONS

DATE

DESCRIPTION

SECTION 24

TOWNSHIP 27 SOUTH
RANGE 37 EAST

DATE: 06/08/2017

DRAWING:
17-1135.DWG

COUNTY REPLACEMENT EASEMENT:

SUSAN RAND - SHEET 2 OF 3

PARCEL 27-37-24-83-1-5

LOT 15
RIO VILLA UNIT 1
PLAT BOOK 25, PAGE 22

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

PARENT PARCEL: #27-37-24-83-1-5

PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST 30.00'(P)

N00°28'53"W

10' P.U.M. EASEMENT

ST 30.00'(P)



LOT 5, BLOCK 1
A RESUBDIVISION OF A
PORTION OF SEA ISLE
VILLAGE THIRD ADDITION
PLAT BOOK 15, PAGE 28

LOT 7, BLOCK N
A REPLAT OF PART OF
THE THIRD ADDITION TO
SEA ISLE VILLAGE
PLAT BOOK 13, PAGE 145

N89°33'22"W 125.45'(P)

30' PUBLIC UTILITY & DRAINAGE EASEMENT

POINSETTA STREET

89°33'22"E 125.70'(P)

SET 5/8" I.R.
"10 LS5085"

S00'00'00
30.00'(P)

"E" SET NAVL&DS
"10 LS5085"

WEST RIGHT-OF-WAY
OF ABALONE AVE

MDK

POWER POLE

11

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

1997

SALE

ABALONE AVE

20' ASPHALT ROAD
(60' PUBLIC RIGHT-OF-WAY)

PREPARED BY:

PRECISION LAND SURVEYING, INC.
2600 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935

SCALE:

1"-20"

PROJECT NO.:

17-1135

SECTION 24

SECTION 24
TOWNSHIP 27 SOUTH
RANGE 37 EAST

SUSAN RAND – SHEET 3 OF 3

PERMANENT PUBLIC UTILITY AND DRAINAGE EASEMENT

THIS INDENTURE, made this 6th day of Aug, A.D. 2017, between **WILLIAM C. DEWBERRY, III**, a single man, as the first party, and **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, 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 hereby acknowledged, hereby grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date for the purposes of public utilities, drainage, and other allied uses which shall be strictly construed so as not to enlarge the use, scope, or purpose of the easement.

The land affected by the granting of the easements is located in Section 24, Township 27 South, Range 37 East, County of Brevard, State of Florida, and being more particularly described as follows:

SEE EXHIBIT "A", ATTACHED HERETO (LEGAL DESCRIPTION)

TO HAVE AND TO HOLD said easement unto the County of Brevard and to its successors and/or assigns.

The first party does hereby 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.

IN WITNESS WHEREOF, the first party having set their hand and seal this, the day and year first above written,

Signed, sealed, and delivered in the presence of:

Witness
Alexander Krasny
(Print Name)

Witness
Suzanne Krasny
(Print Name)

WILLIAM C. DEWBERRY, III

William C. Dewberry III

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 6th day of Aug, 2017, by **WILLIAM C. DEWBERRY, III**, who is not personally known to me or who has produced FL DL as identification and who did take an oath.

WITNESS my hand and official seal at Melbourne, Florida, the County of Brevard, State of Florida, this 6th day of Aug, 2017.



Notary Public
Print Name Glenn Krasny
Commission No. # FF 93222
Commission Expires 2/26/20

Agenda Item # _____
Board Meeting Date _____

COUNTY REPLACEMENT EASEMENT:
WILLIAM DEWBERRY – SHEET 1 OF 3

LEGAL DESCRIPTION**PARCEL 27-37-24-82-N-7**

PARENT PARCEL: #27-37-24-82-N-7
PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY**LEGAL: PUBLIC UTILITY & DRAINAGE EASEMENT (BY SURVEYOR)**

THE NORTH ONE-HALF OF THE FOLLOWING DESCRIBED VACATED ROAD RIGHT-OF-WAY BEING THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 3,744 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTES & LEGEND:

1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF S.00°00'00"E.. ALONG THE WEST RIGHT-OF-WAY LINE OF ABALONE AVE.
2. UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
3. LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
4. NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CL = CENTERLINE
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LS = LAND SURVEYOR
ONPL = ON PROPERTY LINE
OHU = OVERHEAD UTILITY
(P) = PLATTED
P.U.&D. = PUBLIC UTILITY & DRAINAGE
W.F. = WOOD FENCE

PREPARED FOR AND CERTIFIED TO:

WILLIAM C. DEWBERRY III


MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5095
CERTIFICATE OF AUTHORIZATION LB. 8586
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: PRECISION LAND SURVEYING, INC.
2600 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935

DRAWN BY: J. PRESSMAN	CHECKED BY: M. BARKER	PROJECT NO. 17-1135		SECTION 24 TOWNSHIP 27 SOUTH RANGE 37 EAST
		REVISIONS	DATE DESCRIPTION	
DATE: 06/08/2017	DRAWING: 17-1135.DWG			

COUNTY REPLACEMENT EASEMENT:**WILLIAM DEWBERRY - SHEET 2 OF 3**

THIS INSTRUMENT RETURN TO:
Cathleen A. Wyss, City Clerk
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

Property Appraiser's PIN: 27-37-24-83-1-5

Federal Identification Number
of Grantee City of Melbourne 59-6000371

PUBLIC UTILITY & DRAINAGE EASEMENT

THIS PUBLIC UTILITY & DRAINAGE EASEMENT is made this AUG 31 2017 day of , 201 , between, Susan Rand, whose address is 2245 Abalone Avenue, Indialantic, Florida 32903 (hereinafter "Grantor"); and the **CITY OF MELBOURNE**, a Florida Municipal Corporation whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLAR (\$10.00) and other good and valuable considerations, to it in hand paid by the City, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys, and confirms unto the City an easement for installation, removal, connection to or disconnection from, repair, replacement, operation, and maintenance in perpetuity of utilities, including electric, telephone, gas, water, wastewater, sewer and reclaimed water, and other utilities and all associated parts, including but not limited to piping (laterals, mains, services, etc.), valves, fittings (bends, joints, tees, etc.) pumps, manholes, cables, wires, meters, lift stations, poles and other appurtenances (hereinafter: "Facilities") over, under, and across the following described real property, located and situate in the County of Brevard, State of Florida, to wit:

**See Legal Description and Sketch
attached hereto as Exhibit "A"
and incorporated herein by reference;**

A portion of PIN: 27-37-24-83-1-5,
commonly referred to as 2245 Abalone Avenue, Indialantic Florida 32903

TITLE TO THE PROPERTY DESCRIBED HEREIN, AS WELL AS
THE LEGAL DESCRIPTION, HAS NOT BEEN EXAMINED OR
APPROVED BY THE CITY OF MELBOURNE OR THE CITY
ATTORNEY'S OFFICE

(hereinafter, the "Easement Area").

The rights herein granted to the public utilities shall also be an easement for the construction, installation, maintenance and operation of cable services.

The rights herein granted to the City of Melbourne by Grantor specifically include:

- (a) the right of the City of Melbourne, its employees, contractors, sub-contractors, agents, successors, and assigns to control, inspect, alter, improve, repair, rebuild and remove said Facilities over, under and across the Easement Area;
- (b) the right, but not the duty, of the City of Melbourne, its employees, contractors, sub-contractors and agents, successors, and assigns to trim, cut, or remove plants, trees, fences, or structures from said Easement Area; and
- (c) the right of the City of Melbourne, its employees, contractors, sub-contractors, agents, successors, and assigns to have egress and ingress to said Easement Area for the purposes expressed in (a) and (b) immediately above.

TOGETHER WITH ALL the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

By delivery of this Easement, Grantor covenants not to interfere with the safe operation or maintenance of the Facilities within the Easement Area.

TO HAVE AND TO HOLD unto the same forever.

The Grantor hereby covenants with the City that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey an easement in the same; that the Grantor does hereby fully warrant the title to the said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes for the year the pending tax year and matters of record.

All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

[Signature]
Signature of Witness #1
Kimberly Whiteway
Name Printed/Typed

By: [Signature]
Susan Rand
SUSAN RAND

[Signature]
Signature of Witness #2
Tereze Zeltman
Name Printed/Typed

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 23rd day of Aug, 2017 by [Signature], who is personally known to me OR who has produced known as identification.

My commission expires: July 17, 2021

[Signature]
Notary Public



The foregoing easement is accepted and agreed to by the City of Melbourne, Florida,
this day of AUG 31 2017, 2017.

[Signature]

Michael A. McNees
As City Manager

ATTEST: [Signature]
Gathleen A. Wyser, City Clerk

Kevin McKeown
Assistant City Clerk

CITY OF MELBOURNE REPLACEMENT
EASEMENT: RAND – SHEET 3 OF 5

LEGAL DESCRIPTION

PARCEL 27-37-24-83-1-5

PARENT PARCEL: #27-37-24-83-1-5
PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL: PUBLIC UTILITY & DRAINAGE EASEMENT (BY SURVEYOR)

THE SOUTH ONE-HALF OF THE FOLLOWING DESCRIBED VACATED ROAD RIGHT-OF-WAY BEING THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 3,766 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES & LEGEND:

1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF 5.00°00'00"E., ALONG THE WEST RIGHT-OF-WAY LINE OF ABALONE AVE.
2. UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
3. LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
4. NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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LS = LAND SURVEYOR
ONPL = ON PROPERTY LINE
OHU = OVERHEAD UTILITY
(P) = PLATTED
P.U.&D. = PUBLIC UTILITY & DRAINAGE
W.F. = WOOD FENCE

PREPARED FOR AND CERTIFIED TO:

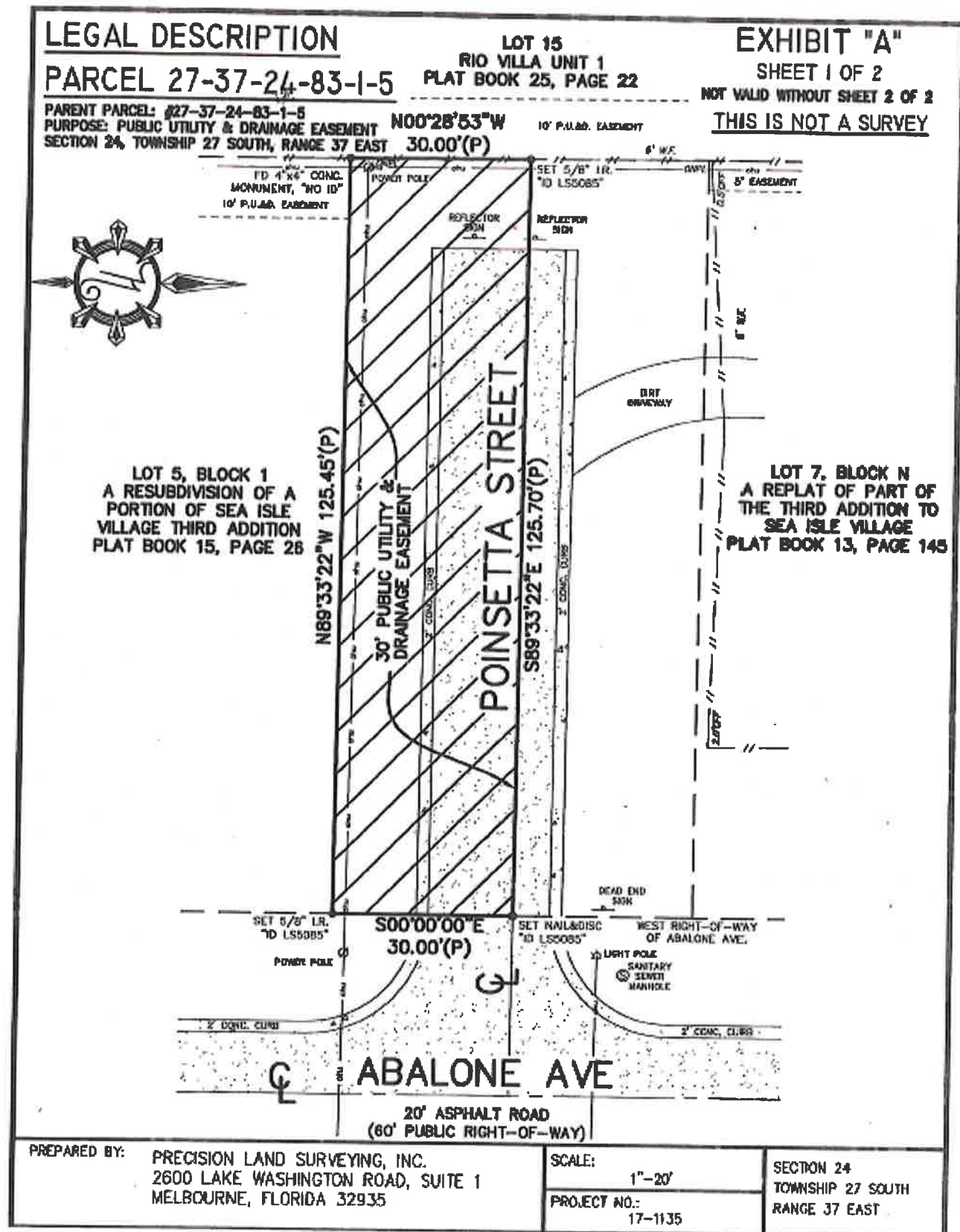
SUSAN RAND


MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 6586
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: PRECISION LAND SURVEYING, INC.
2600 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935

DRAWN BY: J. PRESSMAN	CHECKED BY: M. BARKER	PROJECT NO. 17-1135	SECTION 24 TOWNSHIP 27 SOUTH RANGE 37 EAST
DATE: 05/08/2017	DRAWING: 17-1135.DWG	REVISIONS	
		DATE DESCRIPTION	

CITY OF MELBOURNE REPLACEMENT
EASEMENT: RAND - SHEET 4 OF 5



**CITY OF MELBOURNE REPLACEMENT
EASEMENT: RAND - SHEET 5 OF 5**

THIS INSTRUMENT RETURN TO:
Cathleen A. Wyser, City Clerk
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

Property Appraiser's PIN: 27-37-24-82-N-7

Federal Identification Number
of Grantor City of Melbourne 36-6000371

PUBLIC UTILITY & DRAINAGE EASEMENT

THIS PUBLIC UTILITY & DRAINAGE EASEMENT is made this AUG 31 2017 day of , 201 , between William C. Dewberry III, whose address is 2305 Abalone Avenue, Indianatic, Florida 32903 (hereinafter "Grantor"); and the **CITY OF MELBOURNE**, a Florida Municipal Corporation whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLAR (\$10.00) and other good and valuable considerations, to it in hand paid by the City, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys, and confirms unto the City an easement for installation, removal, connection to or disconnection from, repair, replacement, operation, and maintenance in perpetuity of utilities, including electric, telephone, gas, water, wastewater, sewer and reclaimed water, and other utilities and all associated parts, including but not limited to piping (laterals, mains, services, etc.), valves, fittings (bends, joints, tees, etc.) pumps, manholes, cables, wires, meters, lift stations, poles and other appurtenances (hereinafter: "Facilities") over, under, and across the following described real property, located and situate in the County of Brevard, State of Florida, to wit:

See Legal Description and Sketch
attached hereto as Exhibit "A"
and incorporated herein by reference;

A portion of PIN: 27-37-24-82-N-7,
commonly referred to as 2305 Abalone Avenue, Indianatic Florida 32903

TITLE TO THE PROPERTY DESCRIBED HEREIN, AS WELL AS
THE LEGAL DESCRIPTION, HAS NOT BEEN EXAMINED OR
APPROVED BY THE CITY OF MELBOURNE OR THE CITY
ATTORNEY'S OFFICE

(hereinafter, the "Easement Area").

The rights herein granted to the public utilities shall also be an easement for the construction, installation, maintenance and operation of cable services.

The rights herein granted to the City of Melbourne by Grantor specifically include:

- (a) the right of the City of Melbourne, its employees, contractors, sub-contractors, agents, successors, and assigns to control, inspect, alter, improve, repair, rebuild and remove said Facilities over, under and across the Easement Area;
- (b) the right, but not the duty, of the City of Melbourne, its employees, contractors, sub-contractors and agents, successors, and assigns to trim, cut, or remove plants, trees, fences, or structures from said Easement Area; and
- (c) the right of the City of Melbourne, its employees, contractors, sub-contractors, agents, successors, and assigns to have egress and ingress to said Easement Area for the purposes expressed in (a) and (b) immediately above.

TOGETHER WITH ALL the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

By delivery of this Easement, Grantor covenants not to interfere with the safe operation or maintenance of the Facilities within the Easement Area.

TO HAVE AND TO HOLD unto the same forever.

The Grantor hereby covenants with the City that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey an easement in the same; that the Grantor does hereby fully warrant the title to the said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes for the year the pending tax year and matters of record.

All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

John A. France
Signature of Witness #1
Valerie C. France
Name Printed/Typed

Julia Rogers
Signature of Witness #2
Julia Rogers
Name Printed/Typed

STATE OF Florida
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 10 day of
Aug, 2017, by William C. Dewberry III, who is personally known to me OR who has produced
Photo I.D. License as Identification.



John A. France
Notary Public

The foregoing easement is accepted and agreed to by the City of Melbourne, Florida,
this 31 day of AUG, 2017.

ATTEST: Kevin McKeown
Cathleen A. Wysor, City Clerk

Michael A. McNees
Michael A. McNees
As City Manager

Kevin McKeown
Assistant City Clerk

LEGAL DESCRIPTION

PARCEL 27-37-24-82-N-7

PARENT PARCEL: 27-37-24-82-N-7
PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL: PUBLIC UTILITY & DRAINAGE EASEMENT (BY SURVEYOR)

THE NORTH ONE-HALF OF THE FOLLOWING DESCRIBED VACATED ROAD RIGHT-OF-WAY BEING THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 3,744 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTES & LEGEND:

- 1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF S.00°00'00"E., ALONG THE WEST RIGHT-OF-WAY LINE OF ABALONE AVE.
- 2. UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
- 3. LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD. SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
- 4. NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

- CL = CENTERLINE
- CONC. = CONCRETE
- FD = FOUND
- ID = IDENTIFICATION
- I.R. = IRON ROD
- LS = LAND SURVEYOR
- ONPL = ON PROPERTY LINE
- OHU = OVERHEAD UTILITY
- (P) = PLATTED
- P.U.&D. = PUBLIC UTILITY & DRAINAGE
- W.F. = WOOD FENCE

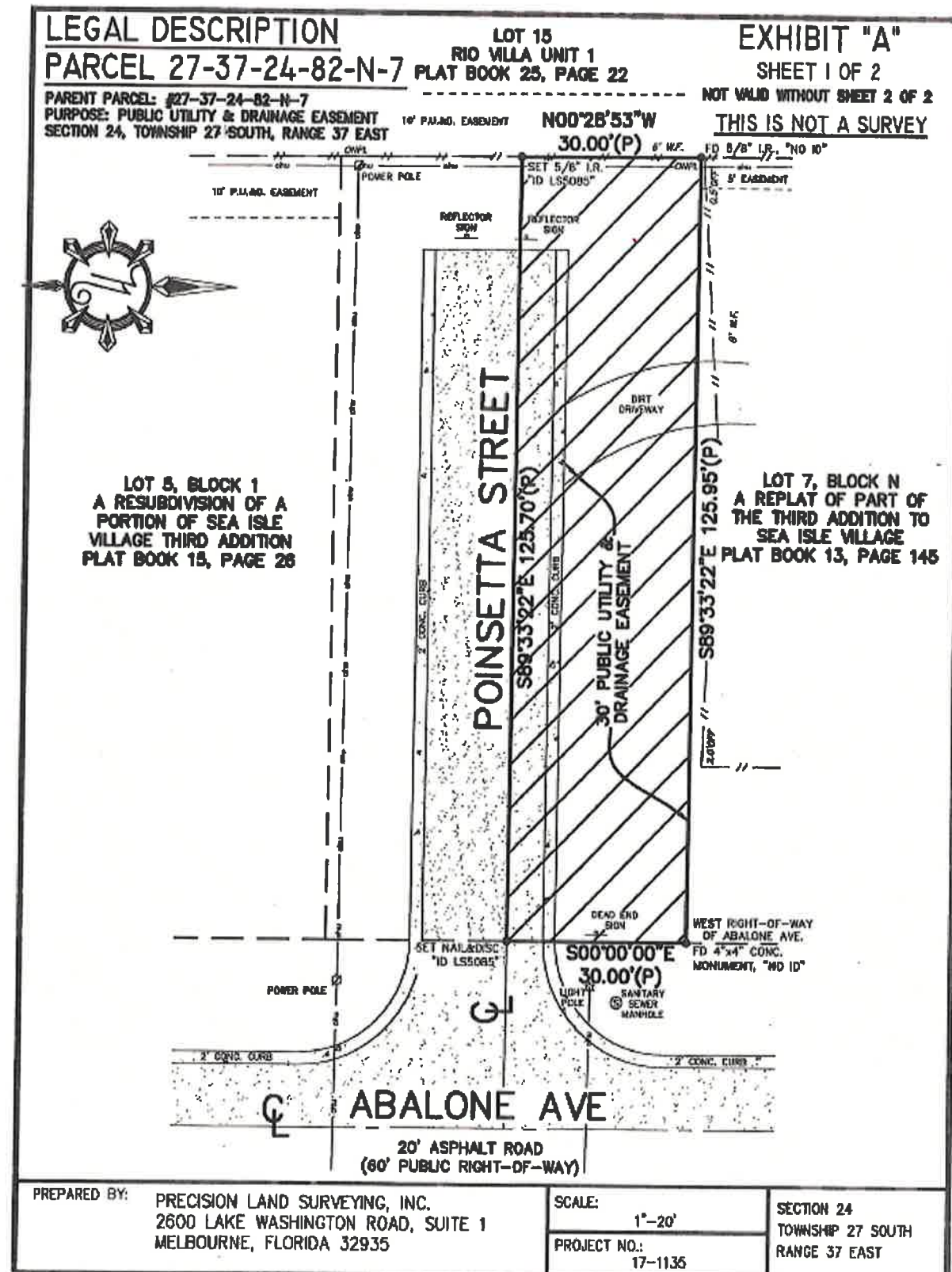
PREPARED FOR AND CERTIFIED TO:
WILLIAM C. DEWBERRY III


MYRON E. BARKER -- FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 6588
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: PRECISION LAND SURVEYING, INC.
2600 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935

DRAWN BY: J. PRESSMAN	CHECKED BY: M. BARKER	PROJECT NO. 17-1135	SECTION 24 TOWNSHIP 27 SOUTH RANGE 37 EAST
DATE: 08/08/2017	DRAWING: 17-1135.DWG	REVISIONS	
		DATE DESCRIPTION	

**CITY OF MELBOURNE REPLACEMENT
EASEMENT: DEWBERRY – SHEET 4 OF 5**



CITY OF MELBOURNE REPLACEMENT
EASEMENT: DEWBERRY - SHEET 5 OF 5

STATE OF FLORIDA
COUNTY OF BREVARD

Preparer's name and address:
BellSouth Telecommunications, LLC
C/O J. Lewer/REST
380 S. Courtenay Pkwy.
Merritt Island, FL 32952

Grantee's Name and Address
BellSouth Telecommunications, LLC
712 N. Florida Avenue
Cocoa, FL 32922

EASEMENT

For and in consideration of one dollar (\$ 1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Southeast, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as Grantee), a non-exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, along, and under a portion of the lands described in the attached Exhibit "A", Brevard County, Florida Records, and to the fullest extent the Grantor has the power to grant, upon, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 24 , Township 27 South, Range 37 East, Brevard County, State of Florida, consisting of a parcel of land described in the attached Exhibit "A" legal description

The following rights are also granted: the right to allow any other person, firm, or corporation to attach wires or lay cable or conduit upon and under said easement for communications; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC., d/b/a AT&T Southeast and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns forever and in perpetuity.

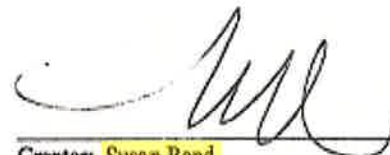
Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:
1. THIS EASEMENT IS NON-EXCLUSIVE.

A T & T REPLACEMENT EASEMENT:
SUSAN RAND – SHEET 1 OF 4

In witness whereof, the undersigned has/have caused this instrument to be executed on the 7 day of August 2017.


Grantor: Susan Rand

Address: 2245 Abalone Avenue
Indianapolis, FL 32903

Signed, sealed and in the presence of:


Witness
(Print Name) Alexander Krasny

Print Name: SUSAN RAND


Witness
(Print Name) Suzanne Krasny

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by Susan Rand who is/is not personally known to me or who has produced FL DL as identification and who did/did not take an oath.

Witness my hand and official seal in the County and State aforesaid, this 7th day of August, 2017.


Notary Public
(Print Name) Glenn S. Krasny

My Commission Expires: 2/26/2020
Commission Number #FF932929



GLENN STEVEN KRASNY
MY COMMISSION # FF 932929
EXPIRES: February 26, 2020
Bonded Time Budget Notary Service

TO BE COMPLETED BY GRANTEE

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plot Number	RWD
Parcel ID	Approval	Title	

A T & T REPLACEMENT EASEMENT:

SUSAN RAND – SHEET 2 OF 4

LEGAL DESCRIPTION

PARCEL 27-37-24-83-1-5

PARENT PARCEL: #27-37-24-83-1-3
PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL: PUBLIC UTILITY & DRAINAGE EASEMENT (BY SURVEYOR)

THE SOUTH ONE-HALF OF THE FOLLOWING DESCRIBED VACATED ROAD RIGHT-OF-WAY BEING THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 3,766 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES & LEGEND:

- 1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF S.00°00'00"E., ALONG THE WEST RIGHT-OF-WAY LINE OF ABALONE AVE.
- 2. UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
- 3. LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
- 4. NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

- C = CENTERLINE
- CONC. = CONCRETE
- FD = FOUND
- ID = IDENTIFICATION
- I.R. = IRON ROD
- LS = LAND SURVEYOR
- ONPL = ON PROPERTY LINE
- OHU = OVERHEAD UTILITY
- (P) = PLATTED
- P.U.&D. = PUBLIC UTILITY & DRAINAGE
- W.F. = WOOD FENCE

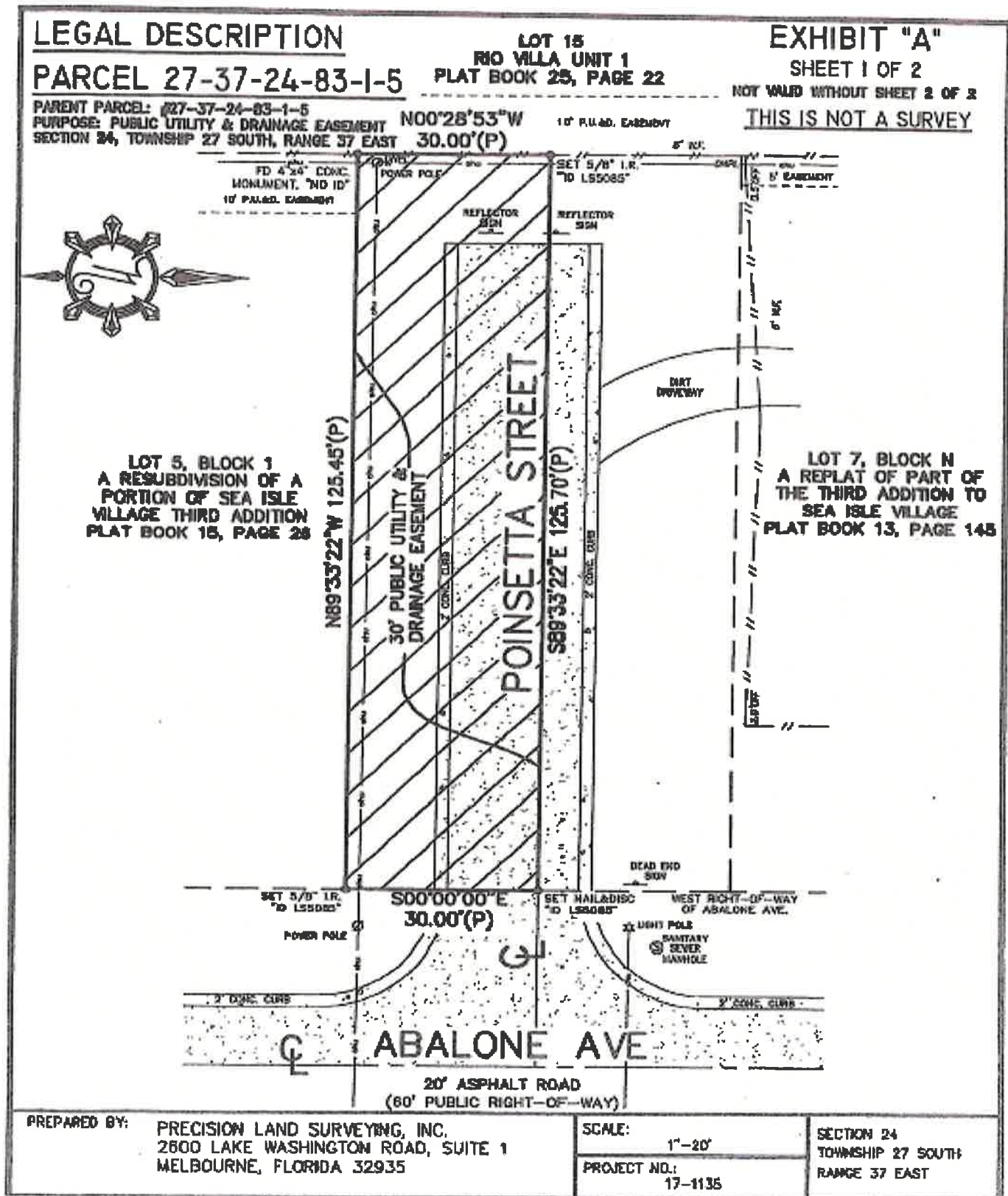
PREPARED FOR AND CERTIFIED TO:
SUSAN RAND


MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 6588
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: PRECISION LAND SURVEYING, INC.
2600 LAKE WASHINGTON ROAD, SUITE 1
MELOURNE, FLORIDA 32935

DRAWN BY: J. PRESSMAN	CHECKED BY: M. BARKER	PROJECT NO. 17-1135			SECTION 24 TOWNSHIP 27 SOUTH RANGE 37 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 06/08/2017	DRAWING: 17-1135.DWG				

A T & T REPLACEMENT EASEMENT:
SUSAN RAND - SHEET 3 OF 4



A T & T REPLACEMENT EASEMENT:
SUSAN RAND - SHEET 4 OF 4

STATE OF FLORIDA
COUNTY OF BREVARD

Preparer's name and address:

BellSouth Telecommunications, LLC
C/O J. Lewer/REBT
380 S. Courtney Pkwy.
Merritt Island, FL 32952

Grantee's Name and Address

BellSouth Telecommunications, LLC
712 N. Florida Avenue
Coconut, FL 32922

EASEMENT

For and in consideration of one dollar (\$ 1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BellSouth Telecommunications, LLC, a Georgia limited liability company, d/b/a AT&T Southeast, and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns (hereinafter referred to as Grantee), a non-exclusive easement to construct, operate, maintain, add, and/or remove such systems of communications (including broadcast), facilities and related items as the Grantee may from time to time deem necessary in the conduct of its business upon, along, and under a portion of the lands described in the attached Exhibit "A", Brevard County, Florida Records, and to the fullest extent the Grantor has the power to grant, upon, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

All that tract or parcel of land lying in Section 24 , Township 27 South, Range 37 East, Brevard County, State of Florida, consisting of a parcel of land described in the attached Exhibit "A" legal description

The following rights are also granted: the right to allow any other person, firm, or corporation to attach wires or lay cable or conduit upon and under said easement for communications; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, LLC, d/b/a AT&T Southeast and its parent and its and its parent's direct and indirect affiliates, subsidiaries, agents, attorneys, employees, officers, directors, servants, insurance carriers, licensees, successors, and assigns forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing easement:

1. THIS EASEMENT IS NON-EXCLUSIVE.

A T & T REPLACEMENT EASEMENT:
WILLIAM DEWBERRY – SHEET 1 OF 4

In witness whereof, the undersigned has/have caused this instrument to be executed on the 7th day of August 2017.

William C Dewberry III
Grantor: William C. Dewberry, III

Address: 2305 Abalone Avenue
Indianapolis, FL 32903

Signed, sealed and in the presence of:

Glenn S. Krasny
Witness
(Print Name) Glenn S. Krasny

Suzanne Krasny
Witness
(Print Name) Suzanne Krasny

Print Name: William C Dewberry III

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by William C. Dewberry, III who is/are not personally known to me or who has produced FL DL as identification and who did/did not take an oath.

Witness my hand and official seal in the County and State aforesaid, this 7th day of August, 2017.

Glenn S. Krasny
Notary Public
(Print Name) Glenn S. Krasny

My Commission Expires: 2/26/2020

Commission Number # FF 932923



GLENN STEVEN KRASNY
MY COMMISSION # FF 932923
EXPIRES: February 26, 2020
Bonded thru Surety/Notary Services

TO BE COMPLETED BY GRANTEE

Grantor	FID	Wire Center/MAX	Authority
Drawing	Map Number	Plot Number	RYTD
Parcel ID	Appraisal	Title	

A T & T REPLACEMENT EASEMENT:
WILLIAM DEWBERRY – SHEET 2 OF 4

LEGAL DESCRIPTION

PARCEL 27-37-24-82-N-7

PARENT PARCEL: 027-37-24-82-N-7
PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL: PUBLIC UTILITY & DRAINAGE EASEMENT (BY SURVEYOR)

THE NORTH ONE-HALF OF THE FOLLOWING DESCRIBED VACATED ROAD RIGHT-OF-WAY BEING THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 85 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 3,744 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTES & LEGEND:

1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF S.00°00'00"E., ALONG THE WEST RIGHT-OF-WAY LINE OF ABALONE AVE.
2. UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
3. LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
4. NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CL = CENTERLINE
CONC. = CONCRETE
FD = FOUND
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I.R. = IRON ROD
LS = LAND SURVEYOR
ONPL = ON PROPERTY LINE
OHU = OVERHEAD UTILITY
(P) = PLATTED
P.U.&D. = PUBLIC UTILITY & DRAINAGE
W.F. = WOOD FENCE

PREPARED FOR AND CERTIFIED TO:

WILLIAM C. DEWBERRY III


MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 6586
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: PRECISION LAND SURVEYING, INC.
2800 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935

DRAWN BY: J. PRESSMAN	CHECKED BY: M. BARKER	PROJECT NO. 17-1135			SECTION 24 TOWNSHIP 27 SOUTH RANGE 37 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 06/08/2017	DRAWING: 17-1135.DWG				

A T & T REPLACEMENT EASEMENT:

WILLIAM DEWBERRY - SHEET 3 OF 4

THIS INDENTURE, made this 6th day of August A.D. 2017, between Susan Rand,

2245 Abalone Avenue, Indialantic, FL, 32903 as first party, and Charter Communications, 720 Magnolia Street, Melbourne, FL as the second party:

WITNESSETH: That the first parties, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, its successors and assigns, a non-exclusive, perpetual easement commencing on the above date for the purposes of ingress and egress, installation, maintenance, repair, replacement and other allied uses which shall be strictly construed so as not to enlarge the use, scope, or purpose of the easement.

The land affected by the granting of the easements is located in Section 24, Township 27 South, Range 37 East, County of Brevard, State of Florida, and being more particularly described as follows on the sketch and description attached as Exhibit "A":

TO HAVE AND TO HOLD said easement unto Charter Communications and to its successors and/or assigns.

IN WITNESS WHEREOF, the first parties having set their hand and seal this, the day and year first above written,

Signed, sealed, and delivered in the presence of:

Witness
Suzanne Krasny
(Print Name)

Susan Rand

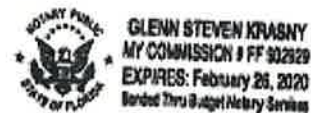
Witness Jonathan Krasny
(Print Name) Alexander Krasny

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6th day of August, 2017, by Susan Rand who is/is not personally known to me or who has produced FL DL as identification and who did did not take an oath.

WITNESS my hand and official seal, this 6th day of August, 2017

Notary Public Glenn S. Krasny
Print Name Glenn S. Krasny
Commission No. #FF 932220
Commission Expires: 2/26/20



CHARTER COMMUNICATIONS REPLACEMENT
EASEMENT: SUSAN RAND – SHEET 1 OF 3

LEGAL DESCRIPTION

PARCEL 27-37-24-83-1-5

PARENT PARCEL: #27-37-24-83-1-5
PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL: PUBLIC UTILITY & DRAINAGE EASEMENT (BY SURVEYOR)

THE SOUTH ONE-HALF OF THE FOLLOWING DESCRIBED VACATED ROAD RIGHT-OF-WAY BEING THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 3,766 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES & LEGEND:

1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF S.00°00'00"E., ALONG THE WEST RIGHT-OF-WAY LINE OF ABALONE AVE.
2. UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
3. LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
4. NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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ONPL = ON PROPERTY LINE
OHU = OVERHEAD UTILITY
(P) = PLATTED
P.U.&D. = PUBLIC UTILITY & DRAINAGE
W.F. = WOOD FENCE

PREPARED FOR AND CERTIFIED TO:

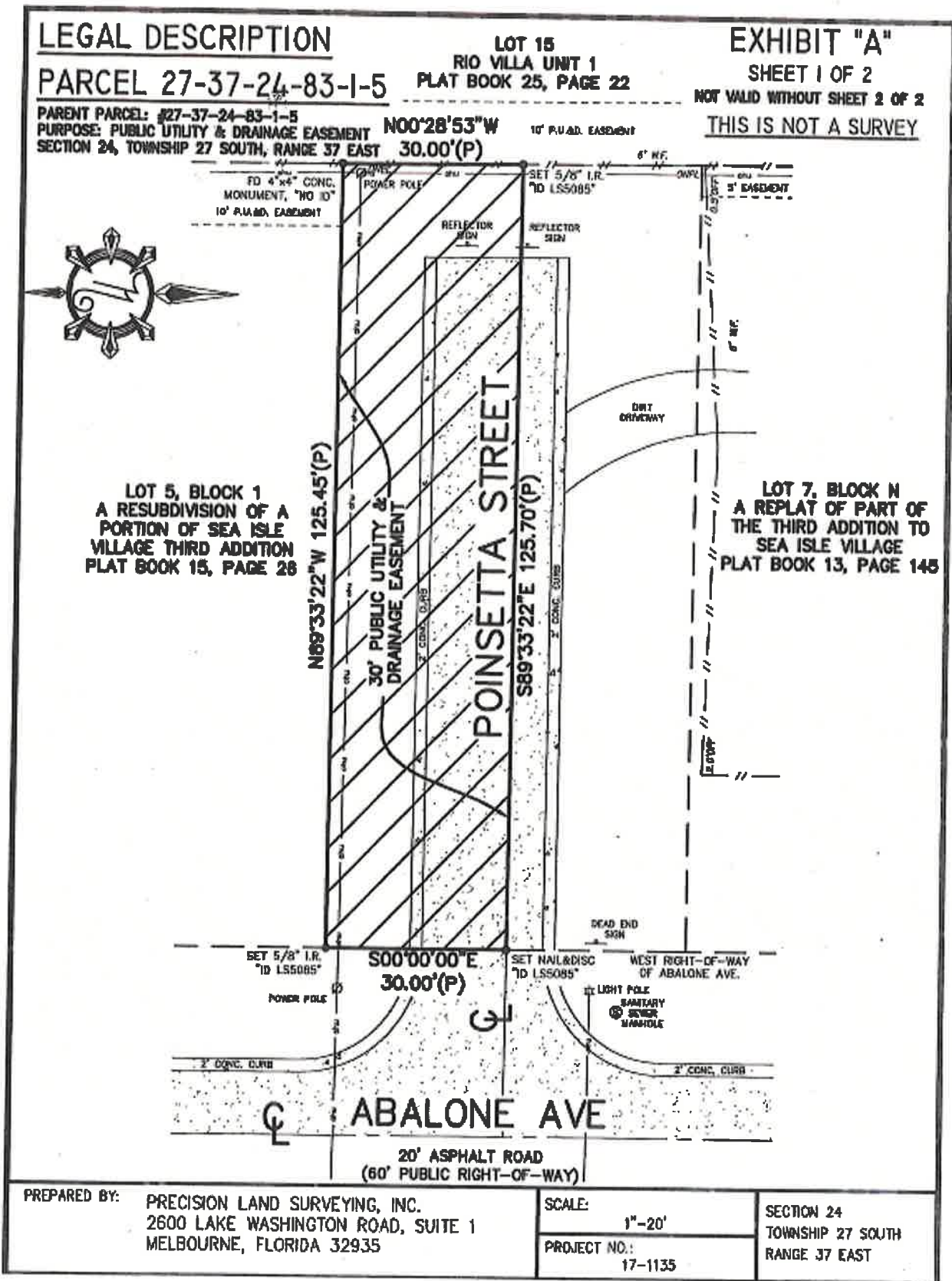
SUSAN RAND

Myron E. Barker
MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 6586
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: PRECISION LAND SURVEYING, INC.
2600 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935

DRAWN BY: J. PRESSMAN	CHECKED BY: M. BARKER	PROJECT NO. 17-1135	SECTION 24
DATE: 06/08/2017	DRAWING: 17-1135.DWG	REVISIONS	TOWNSHIP 27 SOUTH
		DATE	RANGE 37 EAST
		DESCRIPTION	

**CHARTER COMMUNICATIONS REPLACEMENT
EASEMENT: SUSAN RAND - SHEET 2 OF 3**



CHARTER COMMUNICATIONS REPLACEMENT
EASEMENT: SUSAN RAND – SHEET 3 OF 3

THIS INDENTURE, made this 6th Day of August A.D. 2017, between William C. Dewberry, III, 2305 Abalone Avenue, Indian Lake, FL, 32903 as first party, and Charter Communications, 720 Magnolia Street, Melbourne, FL as the second party:

WITNESSETH: That the first parties, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, its successors and assigns, an non-exclusive, perpetual easement commencing on the above date for the purposes of ingress and egress, installation, maintenance, repair, replacement and other allied uses which shall be strictly construed so as not to enlarge the use, scope, or purpose of the easement.

The land affected by the granting of the easements is located in Section 24, Township 27 South, Range 37 East, County of Brevard, State of Florida, and being more particularly described as follows on the sketch and description attached as Exhibit "A":

TO HAVE AND TO HOLD said easement unto Charter Communications and to its successors and/or assigns.

IN WITNESS WHEREOF, the first parties having set their hand and seal this, the day and year first above written,

Signed, sealed, and delivered in the presence of:

Alexander Krasny
Witness
Alexander Krasny
(Print Name)

Suzanne Krasny
Witness
Suzanne Krasny
(Print Name)

William C. Dewberry, III
William C. Dewberry III

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6th day of August, 2017, by William C. Dewberry III who is (circled) personally known to me or who has produced FL DL as identification and who (circled) did not take an oath.

WITNESS my hand and official seal, this 6th day of August, 2017

Notary Public *Glenn S. Krasny*
Print Name Glenn S. Krasny
Commission No. # FF 932929
Commission Expires: 2/26/20



CHARTER COMMUNICATIONS REPLACEMENT
EASEMENT: WILLIAM DEWBERRY-SHEET 1 OF 3

LEGAL DESCRIPTION

PARCEL 27-37-24-82-N-7

PARENT PARCEL: 027-37-24-82-N-7
PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY

LEGAL: PUBLIC UTILITY & DRAINAGE EASEMENT (BY SURVEYOR)

THE NORTH ONE-HALF OF THE FOLLOWING DESCRIBED VACATED ROAD RIGHT-OF-WAY BEING THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 85 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 3,744 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTES & LEGEND:

- 1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF S.00°00'00"E, ALONG THE WEST RIGHT-OF-WAY LINE OF ABALONE AVE.
- 2. UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.
- 3. LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, RESERVATION, AGREEMENT AND/OR EASEMENTS OF RECORD, SUCH INFORMATION IF DESIRED, SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
- 4. NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

- C = CENTERLINE
- CONC. = CONCRETE
- FD = FOUND
- ID = IDENTIFICATION
- I.R. = IRON ROD
- LS = LAND SURVEYOR
- ONPL = ON PROPERTY LINE
- OHU = OVERHEAD UTILITY
- (P) = PLATTED
- P.U.&D. = PUBLIC UTILITY & DRAINAGE
- W.F. = WOOD FENCE

PREPARED FOR AND CERTIFIED TO:
WILLIAM C. DEWBERRY III


MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 0506
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: PRECISION LAND SURVEYING, INC.
2600 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935

DRAWN BY: J. PRESSMAN	CHECKED BY: M. BARKER	PROJECT NO. 17-1135			SECTION 24 TOWNSHIP 27 SOUTH RANGE 37 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 06/08/2017	DRAWING: 17-1135.DWG				

PARCEL 27-37-24-82-N-7

LOT 15
RIO VILLA UNIT 1
PLAT BOOK 25, PAGE 22

SHEET 1 OF 2

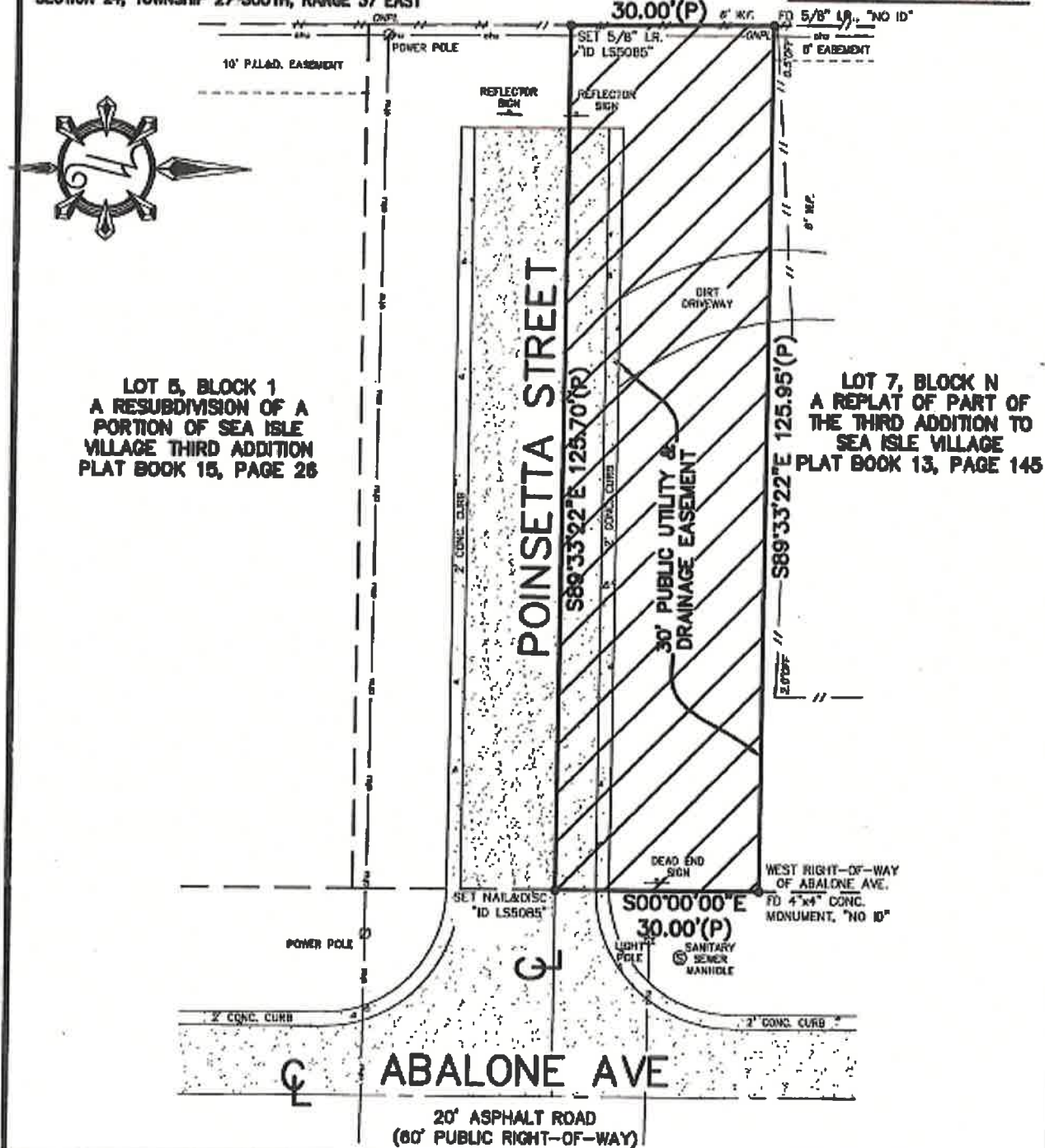
NOT VALID WITHOUT SHEET 2 OF 2

PARENT PARCEL: #27-37-24-B2-N-7

PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

N00°28'53"W

THIS IS NOT A SURVEY



PREPARED BY: PRECISION LAND SURVEYING, INC.
2600 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935

SCALE:	1"=20'
PROJECT NO.:	17-1135

SECTION 24
TOWNSHIP 27 SOUTH
RANGE 37 EAST

CHARTER COMMUNICATIONS REPLACEMENT
EASEMENT: WILLIAM DEWBERRY-SHEET 3 OF 3

Work Request No. N/A

Sec. 24, Twp 27 S, Rge 37 E

Parcel I.D. 22-37-24-83-1-5
(Maintained by County Appraiser)

**EASEMENT
(INDIVIDUAL)**

This Instrument Prepared By

Name: Luis M. Beltran
Co. Name: Florida Power & Light Co.
Address: 270 Pioneer Rd
Meritt Island, FL 32953

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved by Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area, the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on , 20 .

Signed, sealed and delivered in the presence of:

(Witness Signature)
Print Name: Suzanne Krasny
(Witness)

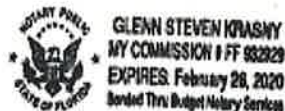
(Witness Signature)
Print Name: Alexander Krasny
(Witness)

By:
Print Name: SUSAN RAND
Print Address: 2245 ABALONE AVE
INDIALANTIC FL 32903

By:
Print Name:
Print Address:

STATE OF FLORIDA AND COUNTY OF BREVARD. The foregoing instrument was acknowledged before me this 6th day of August, 2017, by Susan Rand, and , who is (are) personally known to me or has (have) produced FL DL as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:



Notary Public, Signature
Print Name: Glenn S. Krasny

FPL REPLACEMENT EASEMENT: SUSAN

SUSAN RAND – SHEET 1 OF 3

LEGAL DESCRIPTION

PARCEL 27-37-24-83-1-5

PARENT PARCEL: #27-37-24-83-1-5
PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL: PUBLIC UTILITY & DRAINAGE EASEMENT (BY SURVEYOR)

THE SOUTH ONE-HALF OF THE FOLLOWING DESCRIBED VACATED ROAD RIGHT-OF-WAY BEING THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 3,766 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES & LEGEND:

1. THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF S.00°00'00"E.. ALONG THE WEST RIGHT-OF-WAY LINE OF ABALONE AVE.
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(P) = PLATTED
P.U.&D. = PUBLIC UTILITY & DRAINAGE
W.F. = WOOD FENCE

PREPARED FOR AND CERTIFIED TO:

SUSAN RAND

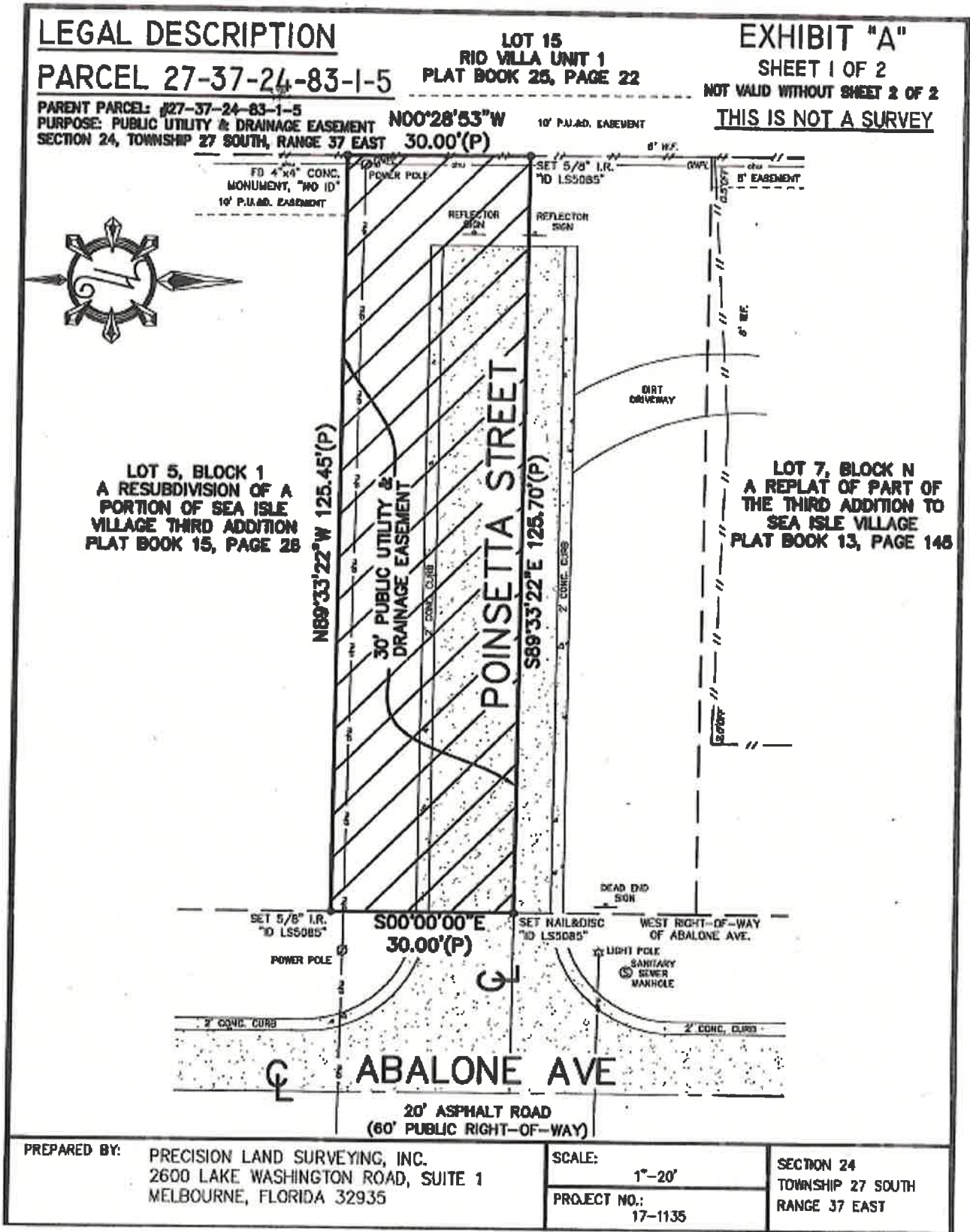
MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5065
CERTIFICATE OF AUTHORIZATION LB. 6586
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: PRECISION LAND SURVEYING, INC.
2600 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935

DRAWN BY: J. PRESSMAN	CHECKED BY: M. BARKER	PROJECT NO. 17-1135	SECTION 24
DATE: 06/08/2017	DRAWING: 17-1135.DWG	REVISIONS	TOWNSHIP 27 SOUTH
		DATE	RANGE 37 EAST
		DESCRIPTION	

FPL REPLACEMENT EASEMENT: SUSAN

SUSAN RAND - SHEET 2 OF 3



FPL REPLACEMENT EASEMENT: SUSAN
SUSAN RAND - SHEET 3 OF 3

Work Request No. N/A

Sec. 24, Twp 27 S, Rge 37 E

Parcel I.D. 27-37-24-82-N-7
(Maintained by County Appraiser)

EASEMENT (INDIVIDUAL)

This Instrument Prepared By

Name: Luis M. Bellan
Co. Name: Florida Power & Light Co.
Address: 270 Pioneer Rd
Merritt Island, FL 32953

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

Alexander Krasny
(Witness Signature)
Print Name: Alexander Krasny
(Witness)

Suzanna Krasny
(Witness Signature)

Print Name: Suzanna Krasny
(Witness)

By: William C. Deeberry III
Print Name: William C. Deeberry III
Print Address: 2305 ABA LOWE AVE
INDIAN LAKES, FL 33403

By: _____

Print Name: _____

Print Address: _____

STATE OF Florida AND COUNTY OF Brevard. The foregoing instrument was acknowledged before me this 6th day of Aug, 2017, by William C. Deeberry III, and _____ who is (are) personally known to me or has (have) produced FL DL as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:



GLENN STEVEN KRASNY
MY COMMISSION # FF 002820
EXPIRES: February 28, 2020
Bonded Thru Budget Notary Service

Glenn S. Krasny
Notary Public, Signature
Print Name: Glenn S. Krasny

FPL REPLACEMENT EASEMENT: SUSAN

SUSAN RAND – SHEET 1 OF 3

LEGAL DESCRIPTION

PARCEL 27-37-24-82-N-7

PARENT PARCEL: #27-37-24-82-N-7
PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL: PUBLIC UTILITY & DRAINAGE EASEMENT (BY SURVEYOR)

THE NORTH ONE-HALF OF THE FOLLOWING DESCRIBED VACATED ROAD RIGHT-OF-WAY BEING THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 3,744 SQUARE FEET, MORE OR LESS

SURVEYOR'S NOTES & LEGEND:

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(P) = PLATTED
P.U.&D. = PUBLIC UTILITY & DRAINAGE
W.F. = WOOD FENCE

PREPARED FOR AND CERTIFIED TO:

WILLIAM C. DEWBERRY III


MYRON E. BARKER - FLORIDA CERTIFICATE NO. 5085
CERTIFICATE OF AUTHORIZATION LB. 6586
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: PRECISION LAND SURVEYING, INC.
2600 LAKE WASHINGTON ROAD, SUITE 1
MELBOURNE, FLORIDA 32935

DRAWN BY: J. PRESSMAN

CHECKED BY: M. BARKER

PROJECT NO. 17-1135

REVISIONS

DATE

DESCRIPTION

SECTION 24

TOWNSHIP 27 SOUTH

RANGE 37 EAST

DATE: 06/08/2017

DRAWING:
17-1135.DWG

FPL REPLACEMENT EASEMENT: SUSAN

SUSAN RAND - SHEET 2 OF 3

PARCEL 27-37-24-82-N-7

LOT 15
RIO VILLA UNIT 1
PLAT BOOK 25, PAGE 22

SHEET 1 OF 2

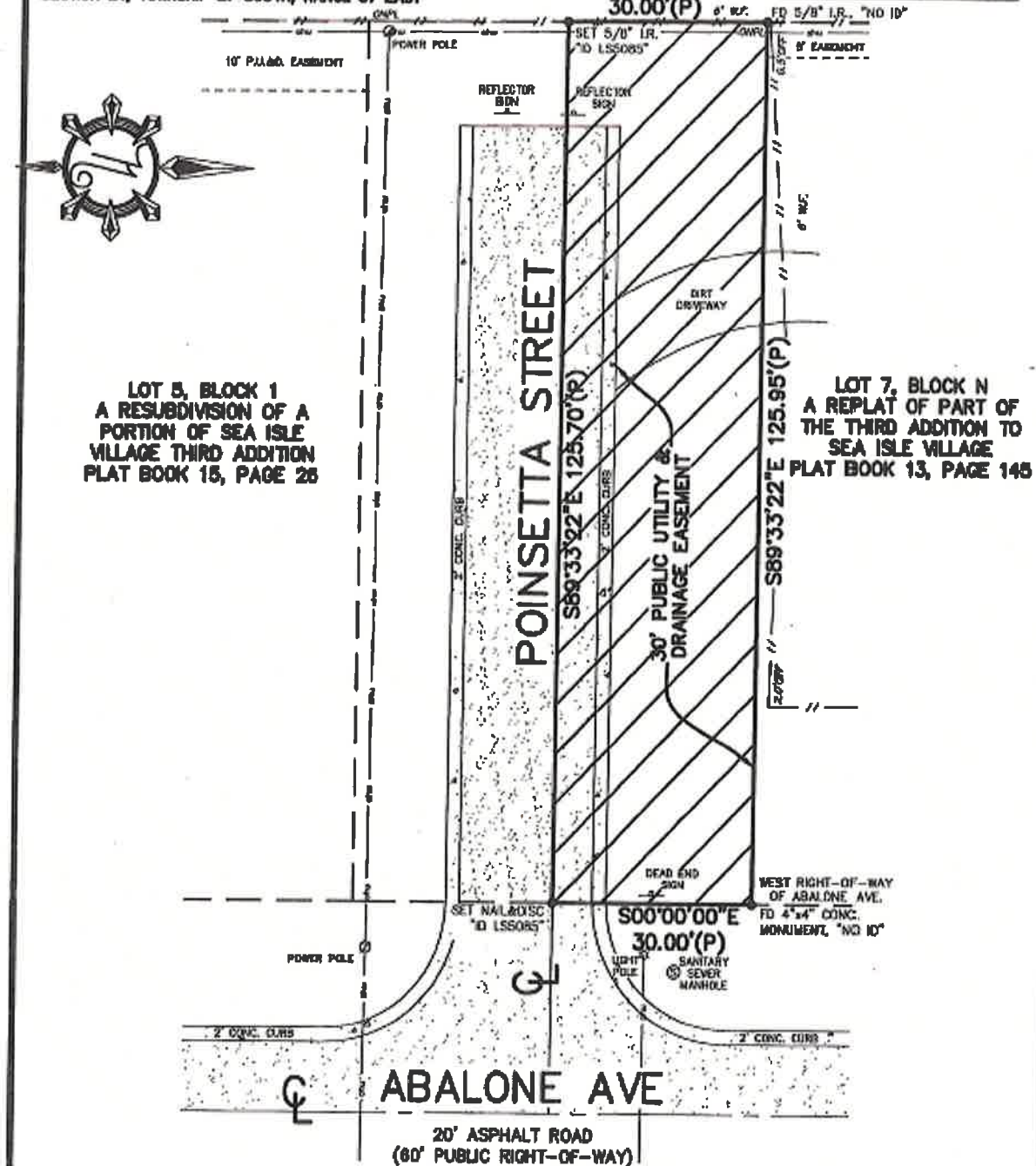
NOT VALID WITHOUT SHEET 2 OF 2

PARENT PARCEL: #27-37-24-82-N-7

PURPOSE: PUBLIC UTILITY & DRAINAGE EASEMENT
SECTION 24, TOWNSHIP 27 SOUTH, RANGE 37 EAST

N00°28'53"W
30.00'(P)

THIS IS NOT A SURVEY



SECTION 24
TOWNSHIP 27 SOUTH
RANGE 37 EAST

FPL REPLACEMENT EASEMENT: SUSAN
SUSAN RAND – SHEET 3 OF 3

THAT PORTION OF THE 60.0 FT. WIDE PUBLIC RIGHT-OF-WAY OF POINSETTIA STREET PER THE PLAT OF SEA ISLE VILLAGE-THIRD ADDITION AS RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA WHICH LIES WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF ABALONE AVENUE, A 60.0 FT. WIDE RIGHT-OF-WAY PER SAID PLAT; CONTAINING 7,541 SQUARE FEET, MORE OR LESS. PREPARED BY: MYRON E. BARKER, PSM

Meeting Date
October 24, 2017



AGENDA	
Section	Public Hearing
Item No.	IV D

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	PUBLIC HEARING RE: 30 DAY EXTENSION OF TRANSPORTATION IMPACT FEE MORATORIUM PROJECT COMPLETION DATE. (DISTRICTS 1-5)		
DEPT/OFFICE:	PLANNING & DEVELOPMENT DEPARTMENT		
Requested Action:			
It is requested that the Board consider approval of an amendment to Ordinance 09-08E, which imposed the transportation impact fee moratorium on March 1, 2009, to extend the date by which a construction project must receive either a temporary or permanent certificate of occupancy from December 31, 2017 until January 31, 2018 due to the impact of Hurricane Irma. If approved, it is requested that the Chairman be authorized to execute the Ordinance on behalf of Brevard County and that the Budget Office be authorized to implement all necessary budget changes.			
Summary Explanation & Background:			
The Board of County Commissioners approved Ordinance 09-08E on March 5, 2009 creating the transportation impact fee moratorium on residential and commercial construction. The Board subsequently extended the moratorium several times by amending the original ordinance. The final extension was approved by the Board through Ordinance 14-36 on December 16, 2014 and established December 31, 2016 as the date by which a building permit needed to be obtained and December 31, 2017 as the date by which a temporary or permanent certificate of occupancy needed to be obtained. The damage and disruption caused by Hurricane Irma in Brevard County may have made it difficult or impossible to complete certain residential and commercial construction projects by December 31, 2017 resulting in some property owners being forced to make unanticipated transportation impact fee payments. Adoption of this ordinance would extend the date by which a temporary or permanent certificate of occupancy needs to be obtained by thirty (30) days to prevent many property owners from missing the deadline due to circumstances beyond their control. <u>Fiscal Impact:</u> FY17/18 – It is unlikely that adoption of this ordinance will create an adverse fiscal impact to Brevard County. <u>Staff Contact:</u> Stephen M. Swanke (321) 633-2069, extension 52739			
Clerk to the Board instruction:			
Exhibits Attached: Draft Ordinance			
Contract /Agreement (If attached): Reviewed by County Attorney Yes ☐ No ☐ PR ☐			
County Manager	Assistant County Manager	Department Director / Extension	
Frank Abbate	John Denninghoff	Tad Calkins	
	Interim Assistant County Manager	Planning & Development Department Ext. 5-2069	
	Jim Liesenfelt		



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

October 25, 2017

Honorable Scott Ellis
Clerk
Board of County Commissioners
Brevard County
Post Office Box 999
Titusville, Florida 32781-0999

Attention: Ms. Deborah Thomas

Dear Mr. Ellis:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Brevard County Ordinance No. 17-25, which was filed in this office on October 25, 2017.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

MEMORANDUM

TO: Tad Calkins, Planning and Zoning Director Attn: Steven Swanke

RE: Item IV.D., Ordinance for 30-Day Extension of Transportation Impact Fee Moratorium
Project Completion Date

The Board of County Commissioners, in regular session on October 24, 2017, adopted Ordinance No. 17-25; authorized the Chairman to extend the transportation impact fee moratorium project completion date for 30 days, the date by which a construction project must receive either a temporary or permanent certificate of occupancy from December 31, 2017, until January 31, 2018, due to the impact of Hurricane Irma; and authorized the Budget Office to implement all necessary budget changes. Enclosed is a fully-executed Ordinance.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encls. (1)

cc: Assistant County Manager Denninghoff
Finance
Budget

ORDINANCE NO. 17-25

AN ORDINANCE OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING ORDINANCE NO. 09-08E IMPOSING A TWO YEAR MORATORIUM ON THE COLLECTION OF TRANSPORTATION IMPACT FEES FROM RESIDENTIAL OR COMMERCIAL PROJECTS; PROVIDING FOR AN EXTENSION OF THE MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN AREA EMBRACED; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Brevard County, Florida, that:

SECTION 1. Sections 1, 2 and 4 of Brevard County Ordinance 09-08E are hereby amended by extending certain deadlines contained in sections 1, 2 and 4 as set forth in the underlined provisions below. The recitals in Ordinance 09-08E and sections 1 through 4 of that ordinance, including the remainder of sections 1, 2 and 4 not modified by this ordinance, are hereby ratified in full, and shall remain in full force and effect, as set forth below.

"WHEREAS, a deep economic recession has recently gripped the United States and Brevard County; and

WHEREAS, the recession has caused many citizens in Brevard County to lose their jobs through layoffs, corporate contraction and corporate insolvency; and

WHEREAS, the County Commission finds that the construction industry in Brevard County has been particularly hard hit by the recession; and

WHEREAS, the Brevard County Board of County Commissioners has determined that putting its citizens back to work is a high priority for every level of government, including county government; and

WHEREAS, the County Commission has determined that the removal of certain regulatory and economic impediments to new commercial development is one way in which County government can join State and Federal government in strategies designed to stimulate the local economy; and

WHEREAS, the alarming loss of real estate and development related jobs in the county and the prospect of additional future layoffs at the Kennedy Space Center have created the need for immediate action to help open up new job opportunities, especially jobs related to the construction of commercial projects; and

Officially filed with Secretary of State 10/25/17

WHEREAS; the Board finds that the quickest and most effective economic stimulus that the County can provide is to incentivize new commercial development projects by removing the county imposed development costs represented by transportation impact fees in order to enhance opportunities for financing and the economic feasibility of new commercial projects; and

WHEREAS, the Board finds that the size and complexity of certain commercial development projects may require additional time to complete; and

WHEREAS, specific authority for this ordinance includes , but is not limited to Article VIII, Section 1, Florida Constitution of 1968 and Chapters 125, Florida Statutes; and

WHEREAS, the Brevard County Board of County Commissioners finds that based on the foregoing reasons for the moratorium on commercial transportation impact fees, this ordinance will promote the public health, welfare, safety aesthetics and economic order of the county; and

WHEREAS, impacts of Hurricane Irma on Brevard County has delayed the timely completion of certain construction projects within the County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Brevard County, Florida, that:

SECTION 1. FINDINGS, PURPOSE AND DECLARATION.

a) The recitals set forth above are hereby incorporated as findings of the Board of County Commissioners relating to an economic emergency in Brevard County and Board of County Commissioners hereby declare that such an emergency exists.

b) In order to establish an incentive for construction projects, beginning March 1, 2009, the Board of County Commissioners of Brevard County, Florida hereby declares and imposes an eight year, ten month moratorium on the collection of transportation impact fees for any residential or commercial construction project for which a property owner applicant receives from Brevard County or participating municipality 1) a building permit within ninety four months from the beginning date of this moratorium and 2) at least a temporary certificate of occupancy within one hundred ~~six~~ seven months from the beginning date of this moratorium, unless the latter date is extended by the Brevard County Board of County Commissioners. The County Manager is authorized to grant a one year extension of the deadline for obtaining a temporary certificate of occupancy to a developer of any commercial project exceeding 20,000 square feet in size that otherwise meets the requirements for exemption from transportation impact fee payment as provided for in this ordinance. This moratorium shall also apply to any owner or applicant who has submitted a complete application for a building permit prior to March 1, 2009 but has not, as of the effective date of this ordinance, received a temporary or permanent certificate of occupancy.

SECTION 2. APPLICABILITY AND REFUNDS

Except as otherwise provided in this ordinance, any permitted construction project for which a building permit has not been issued by Brevard County or participating municipality by December 31, 2016, as well as any project which has not received at least a temporary certificate of occupancy by January 31, 2018, or any project that has received a building permit prior to March 1, 2009, or upon a majority vote of a city council where any city building permit is issued, for a project that exceeds an average daily trip generation rate of 1,200 trips within a municipality that participates in the transportation impact fee program and for which the municipality requires concurrency approval and payment of transportation impact fees as a condition precedent to obtaining a building permit will be required to pay transportation impact fees unless either of these deadlines is extended by the Brevard County Board of County Commissioners. Refunds shall be made to owners or developers of property who qualify for exemption under this moratorium ordinance but have already paid transportation impact fees.

SECTION 3. NOTICE WAIVED

At least four-fifths (4/5ths) of the membership of the Board of County Commissioners of Brevard County, Florida, hereby declares that an emergency exists and that immediate enactment of this ordinance is necessary to meet such emergency, and in accordance with Section 125.66(3), Florida Statutes, waives all notice requirements.

SECTION 4. SUNSET PROVISION

This ordinance will sunset and effectively be repealed on December 31, 2016 unless a majority vote of the Board of County Commissioners determines that the economic conditions of the county warrant continuation of the moratorium.

SECTION 2. SEVERABILITY

If any provision of this ordinance or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 3. AREA EMBRACED

This ordinance shall take effect in the unincorporated area of Brevard County, Florida and in any municipality which is described in Section 62-817 of the Code of Ordinances of Brevard County, Florida, unless such a municipality has adopted or in the future adopts an ordinance electing to establish transportation impact fees, thereby opting out of the provisions of this moratorium ordinance.

SECTION 4. EFFECTIVE DATE

This ordinance shall take effect upon filing with the Department of State within 10 days of the date of adoption, as provided by Section 125.66(3), Florida Statutes.

SECTION 5. INCLUSION IN THE CODE OF ORDINANCES

This ordinance shall be included and made a part of the Code of Ordinances of Brevard County, Florida, and the editors of the Code of Ordinances shall have the authority to re-number or re-letter any section in this ordinance to conform to the format used in the Code of Ordinances. Any editorial changes to the section numbers or section titles in this ordinance shall be deemed and interpreted as a non-substantive editorial change that have no effect on any substantive provision in the ordinance.

DONE, ORDERED AND ADOPTED, in regular session, this twenty fourth day of October, 2017.

ATTEST

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA



Scott Ellis, Clerk

RITA PRITCHETT VICE CHAIRWOMAN
(as approved by the Board on October 24, 2017)

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Tobia, John, Joseph		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Brevard County Board of County Commissioners
MAILING ADDRESS 890 Vignoles Ave. NE, No. 5		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☒ COUNTY ☐ OTHER LOCAL AGENCY
CITY Palm Bay	COUNTY Brevard	NAME OF POLITICAL SUBDIVISION: Brevard County
DATE ON WHICH VOTE OCCURRED Oct. 24, 2017		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, John Tobia, hereby disclose that on Oct. 24, 20 17:

(a) A measure came or will come before my agency which (check one or more)

- ☒ Inured to my special private gain or loss;
- ☐ Inured to the special gain or loss of my business associate, _____;
- ☐ Inured to the special gain or loss of my relative, _____;
- ☐ Inured to the special gain or loss of _____, by whom I am retained; or
- ☐ Inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Measure: V A (Public Hearing Re: 30 Day Extension of Transportation Impact Fee Moratorium Project Completion Date)

Nature of Conflict: Should a home I am in the process of constructing, located at 4075 S. Highway US1 in Grant-Valkaria, not be completed by Dec. 31, 2017, this measure would result in an exemption from Transportation Impact Fees and a reduction in property taxes, which would be a financial benefit.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

10/26/17
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

TYD
Saw
PLEASE ADD THIS

Clean Copy

ORDINANCE NO. 17-__

LINED
COPY

AN ORDINANCE OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING ORDINANCE NO. 09-08E IMPOSING A TWO YEAR MORATORIUM ON THE COLLECTION OF TRANSPORTATION IMPACT FEES FROM RESIDENTIAL OR COMMERCIAL PROJECTS; PROVIDING FOR AN EXTENSION OF THE MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN AREA EMBRACED; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Brevard County, Florida, that:

SECTION 1. Sections 1, 2 and 4 of Brevard County Ordinance 09-08E are hereby amended by extending certain deadlines contained in sections 1, 2 and 4 as set forth in the underlined provisions below. The recitals in Ordinance 09-08E and sections 1 through 4 of that ordinance, including the remainder of sections 1, 2 and 4 not modified by this ordinance, are hereby ratified in full, and shall remain in full force and effect, as set forth below.

"WHEREAS, a deep economic recession has recently gripped the United States and Brevard County; and

WHEREAS, the recession has caused many citizens in Brevard County to lose their jobs through layoffs, corporate contraction and corporate insolvency; and

WHEREAS, the County Commission finds that the construction industry in Brevard County has been particularly hard hit by the recession; and

WHEREAS, the Brevard County Board of County Commissioners has determined that putting its citizens back to work is a high priority for every level of government, including county government; and

WHEREAS, the County Commission has determined that the removal of certain regulatory and economic impediments to new commercial development is one way in which County government can join State and Federal government in strategies designed to stimulate the local economy; and

WHEREAS, the alarming loss of real estate and development related jobs in the county and the prospect of additional future layoffs at the Kennedy Space Center have created the need for immediate action to help open up new job opportunities, especially jobs related to the construction of commercial projects; and

WHEREAS; the Board finds that the quickest and most effective economic stimulus that the County can provide is to incentivize new commercial development projects by removing the county imposed development costs represented by transportation impact fees in order to enhance opportunities for financing and the economic feasibility of new commercial projects; and

WHEREAS, the Board finds that the size and complexity of certain commercial development projects may require additional time to complete; and

WHEREAS, specific authority for this ordinance includes , but is not limited to Article VIII, Section 1, Florida Constitution of 1968 and Chapters 125, Florida Statutes; and

WHEREAS, the Brevard County Board of County Commissioners finds that based on the foregoing reasons for the moratorium on commercial transportation impact fees, this ordinance will promote the public health, welfare, safety aesthetics and economic order of the county; and

WHEREAS, impacts of Hurricane Irma on Brevard County has delayed the timely completion of certain construction projects within the County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Brevard County, Florida, that:

SECTION 1. FINDINGS, PURPOSE AND DECLARATION.

a) The recitals set forth above are hereby incorporated as findings of the Board of County Commissioners relating to an economic emergency in Brevard County and Board of County Commissioners hereby declare that such an emergency exists.

b) In order to establish an incentive for construction projects, beginning March 1, 2009, the Board of County Commissioners of Brevard County, Florida hereby declares and imposes an eight year, ten month moratorium on the collection of transportation impact fees for any residential or commercial construction project for which a property owner applicant receives from Brevard County or participating municipality 1) a building permit within ninety four months from the beginning date of this moratorium and 2) at least a temporary certificate of occupancy within one hundred ~~six~~ seven months from the beginning date of this moratorium, unless the latter date is extended by the Brevard County Board of County Commissioners. The County Manager is authorized to grant a one year extension of the deadline for obtaining a temporary certificate of occupancy to a developer of any commercial project exceeding 20,000 square feet in size that otherwise meets the requirements for exemption from transportation impact fee payment as provided for in this ordinance. This moratorium shall also apply to any owner or applicant who has submitted a complete application for a building permit prior to March 1, 2009 but has not, as of the effective date of this ordinance, received a temporary or permanent certificate of occupancy.

SECTION 2. APPLICABILITY AND REFUNDS

Except as otherwise provided in this ordinance, any permitted construction project for which a building permit has not been issued by Brevard County or participating municipality by December 31, 2016, as well as any project which has not received at least a temporary certificate of occupancy by ~~December 31, 2017~~, January 31, 2018, or any project that has received a building permit prior to March 1, 2009, or upon a majority vote of a city council where any city building permit is issued, for a project that exceeds an average daily trip generation rate of 1,200 trips within a municipality that participates in the transportation impact fee program and for which the municipality requires concurrency approval and payment of transportation impact fees as a condition precedent to obtaining a building permit will be required to pay transportation impact fees unless either of these deadlines is extended by the Brevard County Board of County Commissioners. Refunds shall be made to owners or developers of property who qualify for exemption under this moratorium ordinance but have already paid transportation impact fees.

SECTION 3. NOTICE WAIVED

At least four/fifths (4/5ths) of the membership of the Board of County Commissioners of Brevard County, Florida, hereby declares that an emergency exists and that immediate enactment of this ordinance is necessary to meet such emergency, and in accordance with Section 125.66(3), Florida Statutes, waives all notice requirements.

SECTION 4. SUNSET PROVISION

This ordinance will sunset and effectively be repealed on December 31, 2016 unless a majority vote of the Board of County Commissioners determines that the economic conditions of the county warrant continuation of the moratorium.

SECTION 2. SEVERABILITY

If any provision of this ordinance or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 3. AREA EMBRACED

This ordinance shall take effect in the unincorporated area of Brevard County, Florida and in any municipality which is described in Section 62-817 of the Code of Ordinances of Brevard County, Florida, unless such a municipality has adopted or in the future adopts an ordinance electing to establish transportation impact fees, thereby opting out of the provisions of this moratorium ordinance.

SECTION 4. EFFECTIVE DATE

This ordinance shall take effect upon filing with the Department of State within 10 days of the date of adoption, as provided by Section 125.66(3), Florida Statutes.

SECTION 5. INCLUSION IN THE CODE OF ORDINANCES

This ordinance shall be included and made a part of the Code of Ordinances of Brevard County, Florida, and the editors of the Code of Ordinances shall have the authority to re-number or re-letter any section in this ordinance to conform to the format used in the Code of Ordinances. Any editorial changes to the section numbers or section titles in this ordinance shall be deemed and interpreted as a non-substantive editorial change that have no effect on any substantive provision in the ordinance.

DONE, ORDERED AND ADOPTED, in regular session, this twenty fourth day of October, 2017.

ATTEST

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

Scott Ellis, Clerk

Curt Smith, Chairman
(as approved by the Board on October 24, 2017)

Meeting Date
October 24, 2017



AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Revision	
AGENDA	
Section	Public Hearing
Item No.	IV E

SUBJECT:		Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing – Retirement Housing Foundation/Courtenay Springs Village			
DEPT/OFFICE:		County Attorney’s Office, Scott L. Knox, County Attorney, 321-633-2090			
Requested Action:					
Hold TEFRA public hearing on proposed bond issuance by the Capital Trust Agency to benefit AHF-Windover Oaks, LLC, and AHF- Windover Health Club, LLC and affiliates (including Windover Oaks Apartments and Windover Palms Apartments providing affordable housing located in Brevard County); adopt resolution acknowledging that the Commission has held the required public hearing and approving the issuance of the bonds; <u>authorize the Chair or Acting Chair to execute the Resolution.</u>					
Summary Explanation & Background:					
The County Attorney’s Office has been approached by Emily Magee, Esq. with the firm of Foley & Lardner LLP, 1 Independent Drive, Suite 1300, Jacksonville, Florida Bond Counsel, with respect to a proposed conduit bond to be issued by the Capital Trust Agency, a Florida governmental issuer, which will, in part, finance and/or refinance all or a portion of the cost of the acquisition, development, construction and/or rehabilitation, financing and ownership of two multifamily rental housing developments located in Brevard County, namely: (i) an approximately 238-unit multifamily rental housing development known as Windover Oaks Apartments located at 1770 Windover Oaks Circle, Titusville, Florida 32780 (“Windover Oaks”) and (i) an approximately 235-unit multifamily rental housing development known as Windover Palms Apartments located at 310 Fitness Circle, Melbourne, Florida 32901 (“Windover Palms”). The owner, operator or manager of Windover Oaks is AHF-Windover Oaks, LLC, a Florida limited liability company (the “Windover Oaks Owner”), the sole member of which is Atlantic Housing Foundation, Inc. (the “Foundation”), a South Carolina nonprofit corporation and a 501(c)(3) organization. The owner, operator and manager of Windover Palms is AHF-Windover Health Club, LLC, a Florida limited liability company (the “Windover Palms Owner” and, together with the Windover Oaks Owner, the “Florida Borrowers”), the sole member of which is the Foundation. The Foundation is a nonprofit organization whose charitable and educational purposes include developing, rehabilitating, owning and operating multifamily rental housing facilities for persons of low and moderate income and student rental housing facilities. This transaction is part of is a larger offering of bonds (the “2017 Bonds”) through the Capital Trust Agency to finance and/or refinance various bonds, the proceeds of which will be used for the purpose of financing and refinancing the cost of the acquisition, development, construction and/or rehabilitation, financing and ownership of multiple rental housing facilities in multiple jurisdictions. The County’s only involvement in this transaction is to hold a TEFRA hearing pursuant to requirements of IRS Code Section 147(f). The County will not issue the bonds. This requires publishing a notice of the hearing, holding the hearing and the Board of Commissioners passing a resolution relating to the hearing and approving the issuance of the bonds by the Capital Trust Agency. THE COUNTY IS NOT THE ISSUER OF THE 2017 BONDS AND WILL HAVE NO FINANCIAL ECONOMIC OR OTHER LIABILITY WITH RESPECT TO THE 2017 BONDS. The 2017 Bonds do not fall under the definition of “Private activity bonds” under the Brevard County Board of County Commissioners Budget and Financial Policy (“BCC-21”) as there is no State allocation and the County is not the issuer of the Bonds. Section III(D) of BCC-21 is inapplicable to this transaction. As such, a waiver of fees outlined in Section III(D)(2) and (3) is requested upon the adoption of the resolution. Fiscal Impact: NONE					
Clerk to the Board Instructions:					
Exhibits Attached:					
Contract /Agreement (If attached):		Reviewed by County Attorney		Yes	No
				☐	☐
County Manager		Assistant County Manager		Department Director / Extension	
Frank Abbate				County Attorneys’ Office	
				Scott L. Knox, County Attorney	
				Shannon L. Wilson, Deputy County Attorney	

RESOLUTION 2017- 216

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, APPROVING, SOLELY FOR THE PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE AND SECTION 163.01, FLORIDA STATUTES, THE ISSUANCE BY THE CAPITAL TRUST AGENCY OF ITS REVENUE BONDS, IN ONE OR MORE SERIES, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$130,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING, INCLUDING THROUGH REIMBURSEMENT, ALL OR A PORTION OF THE COSTS OF THE PROJECT DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners (the "Board") of Brevard County, Florida (the "County"), has been informed that the Capital Trust Agency, a public agency of the State of Florida (the "Issuer"), proposes to issue its tax-exempt housing revenue bonds in an aggregate principal amount not to exceed \$130,000,000, in one or more series issued at one or more times (collectively, the "Bonds"), a maximum of \$35,000,000 of the proceeds of which are to be used to (i) refinance all or a portion of the cost of the acquisition, development, construction and/or rehabilitation, financing and ownership of an approximately 238-unit multifamily rental housing development known as Windover Oaks Apartments located at 1770 Windover Oaks Circle, Titusville, Florida 32780 ("Windover Oaks"), and to finance all or a portion of the cost of the new rehabilitation and financing of Windover Oaks and/or (ii) refinance all or a portion of the cost of the acquisition, development, construction and/or rehabilitation, financing and ownership of an approximately 235-unit multifamily rental housing development known as Windover Palms Apartments located at 310 Fitness Circle, Melbourne, Florida 32901 ("Windover Palms" and, collectively with Windover Oaks, the "Project") and to finance all or a portion of the cost of the new rehabilitation and financing of Windover Palms; and

WHEREAS, (i) the owner, operator or manager of Windover Oaks is AHF-Windover Oaks, LLC, a Florida limited liability company (the "Windover Oaks Owner"), the sole member of which is Atlantic Housing Foundation, Inc. (the "Foundation"), a South Carolina nonprofit corporation and a nonprofit organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), whose charitable and educational purposes include developing, rehabilitating, owning and operating multifamily rental housing facilities for persons of low and moderate income and student rental housing facilities and whose principal place of business is 5910 N. Central Expressway, Suite 1310, Dallas, TX 75206, and (ii) the owner, operator and manager of Windover Palms is AHF-Windover Health Club, LLC, a Florida limited liability company (the "Windover Palms Owner" and, together with the Windover Oaks Owner, the "Florida Borrowers"), the sole member of which is the Foundation; and

WHEREAS, in order to finance or refinance the costs of the Project from a portion of the proceeds of the Bonds, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 163.01, Florida Statutes, as amended (the "Interlocal Act"); and

WHEREAS, a public hearing was held by the Board on the date hereof, following notice by publication in the *Florida Today* at least fourteen (14) days prior to the date hereof (the "Notice"), during which comments and discussions concerning the issuance of the Bonds by the Issuer to lend the proceeds thereof to the Florida Borrowers and their affiliates to pay, among other things, costs of the Project were requested and heard, as required by Section 147(f) of the Code; and

WHEREAS, the Florida Borrowers and the Issuer have requested the Board approve the issuance of the Bonds for purposes of Section 147(f) of the Code and the Interlocal Act; and

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

SECTION 1. Findings. The Board hereby finds, determines and declares as follows:

A. Pursuant to the Notice published in the *Florida Today*, a newspaper of general circulation in the County, not less than fourteen (14) days prior to the date hereof, a public hearing was held before the Board, as required by Section 147(f) of the Code on the date hereof. The public hearing provided a reasonable opportunity for interested persons to express their views, both orally and in writing, on the proposed issuance of the Bonds, the location and nature of the Project and their operation by the Florida Borrowers. The location of the public hearing, under the applicable facts and circumstances, is convenient for the residents of the County. A proof of publication of such Notice is attached hereto as Exhibit A and minutes of such public hearing will be kept on file with the Clerk of the Circuit Court and Ex-Officio Clerk to the Board (the "Clerk"), and are hereby incorporated herein by reference.

B. The Board is the elected legislative body of the County, and the County has jurisdiction over the entire area in which the Project is located.

SECTION 2. Approval for Purposes of Section 147(f) of the Code. For the purposes of Section 147(f) of the Code, the Board hereby approves the issuance of the Bonds by the Issuer in one or more series, in an aggregate principal amount not exceeding \$130,000,000

SECTION 3. Approval for Purposes of the Interlocal Act.

A. For the purposes of the Interlocal Act, the County authorizes the Issuer to issue the Bonds in a principal amount not exceeding \$130,000,000 and to loan a portion of the proceeds thereof not exceeding \$35,000,000 to the Florida Borrowers to finance or refinance the Project. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the Board pursuant to the Constitution and the laws of the State and to do all things within the jurisdiction of the County which are necessary or convenient for the issuance of the Bonds and the financing or refinancing of the Project to the same extent as if the County were issuing its own obligations for such purposes without any further authorization from the County to exercise such powers or to take such actions.

B. The County shall not be liable for any costs of issuing the Bonds or the costs incurred by it in connection with the preparation, review, execution or approval of any documentation or opinions required to be delivered in connection therewith by the County or

counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Florida Borrowers.

C. The Bonds shall not constitute an indebtedness or liability of the County.

SECTION 4. Payment of Fees and Costs by Borrowers. The fees and expenses of the County shall be paid by the Florida Borrowers in the manner and to the extent mutually agreed upon by the officials of the County and the Florida Borrowers at or prior to issuance of the Bonds.

SECTION 5. No Liability or Endorsement. The County shall have no obligation with respect to the Bonds, and the approval given herein by the Board shall not be deemed or construed to create any obligation or liability, pecuniary or otherwise, of the County, in connection with either the Bonds or the Project in any respect whatsoever and the Issuer shall so provide in the documents related to the issuance of the Bonds. The general credit or taxing power of the County and the State or any political subdivision or public agency thereof shall not be pledged to the payment of the Bonds. No statement, representation or recital made herein shall be deemed to constitute a legal conclusion or a determination by the County that any particular action or proposed action is required, authorized or permitted under the laws of the State or the United States.

No recourse under or upon any obligation, covenant or agreement of this Resolution or the Bonds or any agreement executed in connection with the Bonds, or for any claim based thereon or otherwise in respect thereof, shall be had against any Board Member, the County Manager, the Clerk or the County Attorney or any other County staff or professionals retained by the County in connection with the issuance of the Bonds, as such, past, present or future, either directly or through the County, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Board Members, the County Manager, the Clerk or the County Attorney or any other staff of the County or professionals retained by the County in connection with the issuance of the Bonds, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Board Member, the County Manager, the Clerk or the County Attorney or any other staff of the County or professionals retained by the County in connection with the issuance of the Bonds, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution on the part of the County.

The approval given herein shall not be construed as: (i) an endorsement of the creditworthiness of the Florida Borrowers or their affiliates or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Board shall not be construed by reason of its adoption of this Resolution to make any endorsement, finding or recommendation or to have waived any right of the Board or to have estopped the Board from asserting any rights or responsibilities it may have in such regard.

SECTION 6. Indemnification. The receipt of the Indemnification Certificate attached hereto as Exhibit B and incorporated hereby by reference is a material inducement to the County in granting the approvals set forth herein.

[Remainder of Page Intentionally Left Blank]

SECTION 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED this 24 day of October, 2017.

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

(SEAL)

By: 
RITA PRITCHETT VICE CHAIRWOMAN

ATTEST:

As approved by Board October 24, 2017

By: 
Scott Ellis, Clerk of the Circuit Court
And Ex-Officio Clerk to the Board of
County Commissioners of Brevard
County, Florida

Exhibit A: Publisher's Affidavit Regarding Notice of Public Hearing
Exhibit B: Indemnification Certificate

EXHIBIT A

PROOF OF PUBLICATION

[Follows]



FOLEY & LARDNER LLP
1 INDEPENDENT DR STE 1300

JACKSONVILLE, FL 32202

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared
Becky Holland, who on oath says that he or she is a
Legal Advertising Representative of the FLORIDA TODAY
, a daily newspaper published in Brevard County, Florida
that the attached copy of advertisement, being a Legal
Ad in the matter of

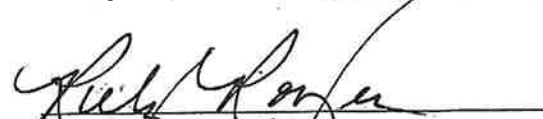
Notice Public Hearing

as published in FLORIDA TODAY in the issue(s) of:

10/10/17

Affiant further says that the said FLORIDA TODAY is a
newspaper in said Brevard County, Florida and that the
said newspaper has heretofore been continuously
published in said Brevard County, Florida each day and
has been entered as periodicals matter at the post office
in MELBOURNE in said Brevard County, Florida, for a
period of one year next preceding the first publication of
the attached copy of advertisement; and affiant further
says that he or she has never paid nor promised any
person, firm or coporation any discount, rebate,
commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 10th of October
2017, by Becky Holland who is personally known to me


Ruby Royer
Notary Public for the State of Florida
My Commission expires January 30, 2018

Publication Cost: \$474.29

Ad No: 0002458274

Customer No: BRE-7FL112



RUBY ROYER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF038043
Expires 1/30/2018

Ad#2458274 10/10/17
NOTICE OF PUBLIC HEARING
Notice is hereby given that the Board of
Commissioners of Brevard County, Florida
(the "Board"), will conduct a public
hearing on October 24, 2017, at 9:00
a.m. in the Government Center Commis-
sion Room, Building C, 2725 Jude Fran
Jamieson Way, Viera, Florida, concerning
the plan of finance of the Capital Trust
Agency, a public agency of the State of
Florida (the "Issuer"), for the issuance by
the Issuer of an aggregate principal
amount not to exceed \$130,000,000 in
tax-exempt housing revenue bonds and/or
notes, in one or more series is-

sued at one or more times (collectively,
the "Bonds"), for the purpose of financ-
ing and refinancing the cost of the ac-
quisition, development, construction
and/or rehabilitation, financing and
ownership of multiple rental housing fa-
cilities in multiple jurisdictions, including
not to exceed \$35,000,000 of the pro-
ceeds of which is to be used to (1) refi-
nance all or a portion of the cost of the
acquisition, development, construction
and/or rehabilitation, financing and
ownership of an approximately 238-unit
multifamily rental housing development
known as Windover Oaks Apartments lo-
cated at 1770 Windover Oaks Circle, Ti-
tusville, Florida 32780 ("Windover Oak-
s") and to finance all or a portion of the
cost of the new rehabilitation and fi-
nancing of Windover Oaks and/or (2) re-
finance all or a portion of the cost of the
acquisition, development, construction
and/or rehabilitation, financing and
ownership of an approximately 235-unit
multifamily rental housing development
known as Windover Palms Apartments
located at 310 Fitness Circle, Melbourne,
Florida 32901 ("Windover Palms") and
to finance all or a portion of the cost of
the new rehabilitation and financing of
Windover Palms. The owner, operator
or manager of Windover Oaks is AHF-
Windover Oaks, LLC, a Florida limited li-
ability company (the "Windover Oaks
Owner"), the sole member of which is
Atlantic Housing Foundation, Inc. (the
"Foundation"), a South Carolina non-
profit corporation and an organization
described in Section 501(c)(3) of the in-
ternal Revenue Code of 1986, as amend-
ed (the "Code"), and whose principal
place of business is 5910 N. Central Ex-
pressway, Suite 1310, Dallas, TX 75206.
The owner, operator and manager of
Windover Palms is AHF-Windover Health
Club, LLC, a Florida limited liability com-
pany (the "Windover Palms Owner") and,
together with the Windover Oaks Own-
er, the "Florida Borrowers"), the sole
member of which is the Foundation. The
Foundation is a nonprofit organization
whose charitable and educational pur-
poses include developing, rehabilitating,
owning and operating multifamily rental
housing facilities for persons of low
and moderate income and student rental
housing facilities. Windover Oaks and
Windover Palms are hereinafter collec-
tively referred to as the "Project". The
restructuring of these projects will not
create a change of use or displacement
of current residents in these projects. All
bond proceeds are for the improvement
of the properties and debt service
refinancing by the current owner.
Brevard County, Florida (the "County")
will not issue nor be obligated in any
manner on the Bonds or have any obli-
gation or liability, pecuniary or otherwise
with respect to the Bonds or the Project.
The Bonds, when issued, will be special
limited obligations of the Issuer payable
solely out of the revenues, income and
receipts pledged to the payment thereof
and derived from the financing agree-
ments with the Florida Borrowers and
certain affiliates of the Florida
Borrowers. Issuer will not be obligated
to pay the Bonds except from the pro-
ceeds derived from the repayment of
the related loan to the applicable Flori-
da Borrower or from the security
pledged therefor by such Florida Bor-
rower and certain affiliates of the Flori-
da Borrowers. The Bonds will not consti-
tute: (i) a debt, liability or obligation of
the Issuer, the County, the State or any
political subdivision, public agency or

municipality thereof; (ii) a pledge of the
full faith and credit of the Issuer, the
County, the State or any political subdivi-
sion, public agency or municipality
thereof or (iii) a pledge of the taxing
power of the County, the State or any
political subdivision, public agency or
municipality thereof within the meaning
of any constitutional or statutory provi-
sion. The Issuer has no taxing power.
Interested persons are invited to attend
this public hearing and will be given the
opportunity to express their views con-
cerning the approval by the Board of
Commissioners of Brevard County, Flori-
da, of the issuance of the Bonds by the
Issuer for the purposes of financing
and/or refinancing the Project.
Prior to the public hearing, you may sub-
mit written comments to the Clerk of
the Circuit Court, Ex-Officio Clerk to the
Board, 2825 Judge Fran Jamieson Way,
Melbourne, Florida 32940. This notice is
given pursuant to Section 147(f) of the
Internal Revenue Code of 1986, as
amended.
THE COUNTY ADHERES TO THE AMERI-
CANS WITH DISABILITIES ACT AND WILL
MAKE REASONABLE ACCOMMODA-
TIONS FOR ACCESS TO THIS MEETING
UPON REQUEST. PLEASE CALL THE
COUNTY MANAGER'S OFFICE AT (321)
663-2004 TO MAKE A REQUEST FOR THE
HEARING IMPAIRED. 1-800-944-8771
(TDD), AND 1-800-955-8770 (VOICE). RE-
QUESTS MUST BE RECEIVED AT LEAST 48
HOURS IN ADVANCE OF THE MEETING
IN ORDER FOR THE COUNTY TO PRO-
VIDE THE REQUESTED SERVICE.

DUPLICATE

EXHIBIT B

INDEMNIFICATION CERTIFICATE

The undersigned hereby certifies that he or she is authorized to execute and deliver this Indemnification Certificate and further represents, in the name of and on behalf of AHF-Windover Oaks, LLC, a Florida limited liability company (the "Windover Oaks Owner"), AHF-Windover Health Club, LLC, a Florida limited liability company (the "Windover Palms Owner" and, together with Windover Oaks Owner, the "Florida Borrowers" or the "Indemnitors"), the sole member of each of which is Atlantic Housing Foundation, Inc., a Texas nonprofit corporation (the "Foundation"), the following:

(1) At the request of the Florida Borrowers, the Capital Trust Agency (the "Issuer") proposes to issue its tax-exempt housing revenue bonds in an aggregate principal amount not to exceed \$130,000,000, in one or more series issued at one or more times (collectively, the "Bonds"), a maximum of \$35,000,000 of the proceeds of which are to be used to (i) refinance all or a portion of the cost of the acquisition, development, construction and/or rehabilitation, financing and ownership of an approximately 238-unit multifamily rental housing development known as Windover Oaks Apartments located at 1770 Windover Oaks Circle, Titusville, Florida 32780 ("Windover Oaks"), and to finance all or a portion of the cost of the new rehabilitation and financing of Windover Oaks and/or (ii) refinance all or a portion of the cost of the acquisition, development, construction and/or rehabilitation, financing and ownership of an approximately 235-unit multifamily rental housing development known as Windover Palms Apartments located at 310 Fitness Circle, Melbourne, Florida 32901 ("Windover Palms" and, collectively with Windover Oaks, the "Project") and to finance all or a portion of the cost of the new rehabilitation and financing of Windover Palms (the restructuring of these projects will not create a change of use or displacement of current residents in these projects. All bond proceeds are for the improvement of the properties and debt service refinancing by the current owner);

(2) The issuance of the Bonds to finance the Project: (i) is appropriate to the needs and circumstances of, and will make a significant contribution to the economic growth of the community in which it is located, (ii) will provide or preserve gainful employment, (iii) will promote commerce and economic development within the State of Florida and (iv) will serve a public purpose by advancing the general welfare of the State and its people by providing for a housing development within the meaning of Chapter 159, Part IV, Florida Statutes, as amended;

(3) Brevard County, Florida (the "County") will continue to be able to cope satisfactorily with the impact of the Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom;

(4) In order to finance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of

the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 163.01, Florida Statutes, as amended (the "Interlocal Act");

(5) The Florida Borrowers have requested the Board of County Commissioners (the "Board") of the County, hold such public hearing and approve the issuance of the Bonds for purposes of Section 147(f) of the Code and the Interlocal Act; and

(6) The County desires indemnification from the Indemnitors as a material inducement to the Board holding such hearing and granting the foregoing approval.

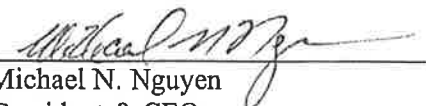
NOW THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE INDEMNITORS, DOES HEREBY: Agree to defend the County and its officials, employees, attorneys and agents and the members of the Board, and hold the County and its officials, employees, attorneys and agents and the members of the Board, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds or the acquisition, development, construction rehabilitation, ownership or operation of the Project by or on behalf of the Florida Borrowers, including in the case of any and all negligence of such indemnitee (other than its gross negligence or willful misconduct), or in any way growing out of or resulting from the Project or from the issuance, sale or delivery of the Bonds, including, but not limited to, liabilities or costs arising under the Internal Revenue Code of 1986, as amended, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State of Florida, including, without limitation, all costs and expenses of the County, including reasonable attorneys' fees, incurred in connection therewith.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES FOLLOW}

IN WITNESS WHEREOF, the Indemnitors have executed this Indemnification Certificate this 23rd day of October, 2017.

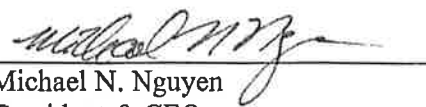
AHF-WINDOVER HEALTH CLUB, LLC
a Delaware limited liability company

By: Atlantic Housing Foundation, Inc.
a South Carolina nonprofit corporation,
its Sole Member

By: 
Michael N. Nguyen
President & CEO

AHF-WINDOVER OAKS, LLC
a Delaware limited liability company

By: Atlantic Housing Foundation, Inc.
a South Carolina nonprofit corporation,
its Sole Member

By: 
Michael N. Nguyen
President & CEO

Meeting Date
October 24, 2017



Replacement	
AGENDA	
Section	PUBLIC HEARING
Item No.	IV F

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Public Hearing, RE: Ordinance Establishing a Temporary Moratorium Prohibiting Any and All Medical Marijuana Dispensing Activities (Second Reading) FISCAL IMPACT: NONE	
DEPT/OFFICE:	Planning & Development	
Requested Action:		
Conduct the second public hearing for an Ordinance establishing a temporary moratorium prohibiting any and all medical marijuana dispensing activities within the unincorporated areas of Brevard County.		
Summary Explanation & Background:		
The proposed ordinance establishes a temporary moratorium for Medical Marijuana Treatment Centers (MMTC) within the unincorporated areas of Brevard County. Senate Bill 8-A provides restriction relating to operation of MMTC's and establishes the State as the primary regulatory authority. While the Senate Bill preempts the County from regulating most aspects of MMTC's, it does allow County the ability to ban MMTC's altogether or treat them the same as pharmacies. This ordinance is the result of the October 10, 2017, Board of County Commissioners meeting at which staff was directed to prepare a moratorium with a sunset of the end of the Legislative Session. Upon the sunset of the moratorium, staff will present the Board with an ordinance revision for Pharmacies and MMTC Dispensing Facilities. The first public hearing was conducted by the Board on October 10, 2017.		
Contact: Tad Calkins, Director (321)-633-2070 ext. 56363		
Clerk to the Board instruction: Please file with the Department of State/Administrative Code Section, and return a certified copy to Planning and Development.		
Exhibits Attached: Proposed ordinance		
Contract /Agreement (If attached): Reviewed by County Attorney		
Yes	☒	
No	☐	
PR	☐	
County Manager	Interim Assistant County Manager	Department Director / Extension
Frank Abbate	Jim Liesenfelt	Tad Calkins
	Assistant County Manager	Planning & Development Dept. Ext. 56363
	John Denninghoff	



October 25, 2017

MEMORANDUM

TO: Tad Calkins, Planning and Development Director

RE: Item IV.F., Ordinance Establishing a Temporary Moratorium Prohibiting Any and All Medical Marijuana Dispensing Activities (Second Reading)

The Board of County Commissioners, in regular session on October 24, 2017, adopted Ordinance No. 17-26, establishing a temporary moratorium prohibiting any and all medical marijuana dispensing activities within the unincorporated areas of Brevard County. Enclosed is a fully-executed Ordinance.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Assistant County Manager Denninghoff



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

October 25, 2017

Honorable Scott Ellis
Clerk
Board of County Commissioners
Brevard County
Post Office Box 999
Titusville, Florida 32781-0999

Attention: Ms. Deborah Thomas

Dear Mr. Ellis:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Brevard County Ordinance No. 2017-26, which was filed in this office on October 25, 2017.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE UNINCORPORATED AREAS OF BREVARD COUNTY; PROHIBITING ANY AND ALL MEDICAL MARIJUANA DISPENSING ACTIVITIES DURING THE MORATORIUM PERIOD FOR ANY PROPERTY WITHIN ANY UNINCORPORATED AREAS OF BREVARD COUNTY; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR SUNSET OF MORATORIUM; PROVIDING FOR STAFF RECOMMENDATIONS; PROVIDING FOR AREA ENCOMPASSED; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE; AND PROVIDING FOR INCLUSION IN CODE.

WHEREAS, in 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which legalized the cultivation, processing, and dispensing of "Low-THC Cannabis, " as defined in Section 381.986, Florida Statutes, by a licensed dispensing organization; and

WHEREAS, in 2017, the Florida Legislature, in special session, amended the Compassionate Use Act, to prohibit local governments from placing specific limits, by ordinance, on the number of dispensing facilities that may locate within their respective jurisdictions and to further preempt local governance by prohibiting enactment of ordinances imposing permitting or locational requirements for medical marijuana dispensing facilities which are more restrictive than the local government's ordinances permitting or determining the locations for pharmacies; and

WHEREAS, Florida laws relating to the dispensing of Low-THC cannabis, Medical Cannabis, and their respective derivative products are rapidly changing, raising substantial questions about whether marijuana-related land uses may have deleterious and negative secondary effects on surrounding land uses and communities; and

Officially filed with Secretary of State 10/25/17

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on Medical Marijuana Dispensing Activities, as defined herein, for a period of time reasonably necessary for the County to determine the best way to regulate Medical Marijuana Dispensing Activities for the benefit of the public health, safety, and welfare and to promulgate reasonable regulations relating to such activities if deemed advisable by the County; and

WHEREAS, the Board of County Commissioners hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated negative secondary effects of Medical Marijuana Dispensing Activities; and

WHEREAS, the Board of County Commissioners hereby finds that this ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Brevard County, Florida. That:

SECTION 1. FINDINGS OF FACT.

The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2. DEFINITIONS.

(a) Low-THC Cannabis means a plant of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.

(b) "Medical Marijuana" means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every

compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including low-THC cannabis, which are dispensed from a medical marijuana treatment center for medical use by a qualified or eligible patient.

(c) Medical Marijuana Dispensing Activities include both the legal wholesale and retail sale of:

1. Medical Marijuana,
2. Low-THC Cannabis, and
3. derivative products,

or any subset of such activities, or any related activities. This term shall not include the processing, cultivation, or delivery of Medical Marijuana, when such processing, cultivation, or delivery is done in accordance with state law.

SECTION 3. RECOMMENDATIONS FOR LAND DEVELOPMENT REGULATIONS.

(a) County Staff is hereby directed to study Medical Marijuana Dispensing Activities and their impact on the health, safety, and welfare of residents and businesses located within unincorporated Brevard County, and to develop and recommend land development regulations for Medical Marijuana Dispensing Activities and any other relevant and appropriate regulations and recommendations, with such recommendations and proposed regulations being delivered to the Board of County Commissioners within a reasonable time before the expiration of this moratorium.

The ultimate purpose of such review and study by the staff is to propose amendments to Brevard County Code of Ordinances as it relates to land development regulations of pharmacies and Medical Marijuana Dispensing Activities within the unincorporated area of Brevard County.

SECTION 4. TEMPORARY MORATORIUM.

Beginning on the effective date of this ordinance and continuing until the last day of the 2018 regular session of the Florida legislature, unless earlier terminated by an ordinance of the Board of County Commissioners, a moratorium is hereby imposed upon all Medical Marijuana Dispensing Activities, unless preempted by state law. During the moratorium, Brevard County will not accept, process, or consider applications for development orders, development permits, building permits or other permits required for, or relating to any proposed Medical Marijuana Dispensing Activities.

SECTION 5. SUNSET PROVISION.

This ordinance will sunset and be effectively repealed upon the sooner of (1) the last day of the 2018 regular session of the Florida legislature; or (2) the Board of County Commissioner's enactment of an ordinance regulating Medical Marijuana Dispensing Activities.

SECTION 6. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, such invalid or unconstitutional portion shall not affect the validity of other portions 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 7. CONFLICTING PROVISIONS.

In the case of a direct conflict between any provisions 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 8. AREA ENCOMPASSED.

This Ordinance shall apply to the unincorporated areas of Brevard County, Florida.

SECTION 9. INCLUSION IN THE CODE.

This Ordinance shall be included and be made a part of the Code of Ordinances of Brevard County, Florida, and the editors of that Code of Ordinances shall have the authority to re-number or re-letter any section in this Ordinance to conform to the format used in the Code of Ordinances. Any editorial changes to the section numbers or section titles in this Ordinance shall be deemed and interpreted as a non-substantive editorial changes that have no effect on any substantive provision in this Ordinance.

SECTION 10. EFFECTIVE DATE.

A certified copy of the 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.

DONE, ORDERED AND ADOPTED, in regular session, this 24 day of October, 2017.

ATTEST:

By: 
Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
RITA PRITCHETT VICE CHAIRWOMAN
(As approved by the Board on 10/24/17.)

Reviewed for legal form and content by:

Assistant County Attorney

Meeting Date
October 24, 2017



AGENDA	
Section	PUBLIC HEARING
Item No.	IV.F

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Public Hearing, RE: Ordinance Establishing a Temporary Moratorium Prohibiting Any and All Medical Marijuana Dispensing Activities (Second Reading) FISCAL IMPACT: NONE				
DEPT/OFFICE:	Planning & Development				
Requested Action:					
Conduct the second public hearing for an Ordinance establishing a temporary moratorium prohibiting any and all medical marijuana dispensing activities within the unincorporated areas of Brevard County.					
Summary Explanation & Background:					
The proposed ordinance establishes a temporary moratorium for Medical Marijuana Treatment Centers (MMTC) within the unincorporated areas of Brevard County. Senate Bill 8-A provides restriction relating to operation of MMTC's and establishes the State as the primary regulatory authority. While the Senate Bill preempts the County from regulating most aspects of MMTC's, it does allow County the ability to ban MMTC's altogether or treat them the same as pharmacies. This ordinance is the result of the October 10, 2017, Board of County Commissioners meeting at which staff was directed to prepare a moratorium with a sunset of the end of the Legislative Session. Upon the sunseting of the moratorium, staff will present the Board with an ordinance revision for Pharmacies and MMTC Dispensing Facilities. The first public hearing was conducted by the Board on October 10, 2017.					
Contact: Tad Calkins, Director (321)-633-2070 ext. 56363					
Clerk to the Board instruction: Please file with the Department of State/Administrative Code Section, and return a certified copy to Planning and Development.					
Exhibits Attached: Proposed ordinance					
Contract /Agreement (If attached): Reviewed by County Attorney					
Yes	X	No	☐	PR	☐
County Manager	Interim Assistant County Manager Jim Liesenfelt		Department Director / Extension Tad Calkins Planning & Development Dept. Ext. 56363		
Frank Abbate	Assistant County Manager John Denninghoff				

ORDINANCE NO. 2017-_____

AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM WITHIN THE UNINCORPORATED AREAS OF BREVARD COUNTY; PROHIBITING ANY AND ALL MEDICAL MARIJUANA DISPENSING ACTIVITIES DURING THE MORATORIUM PERIOD FOR ANY PROPERTY WITHIN ANY UNINCORPORATED AREAS OF BREVARD COUNTY; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR SUNSET OF MORATORIUM; PROVIDING FOR STAFF RECOMMENDATIONS; PROVIDING FOR AREA ENCOMPASSED; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE; AND PROVIDING FOR INCLUSION IN CODE.

WHEREAS, in 2014, the Florida Legislature passed the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which legalized the cultivation, processing, and dispensing of "Low-THC Cannabis, " as defined in Section 381.986, Florida Statutes, by a licensed dispensing organization; and

WHEREAS, in 2017, the Florida Legislature, in special session, amended the Compassionate Use Act, to prohibit local governments from placing specific limits, by ordinance, on the number of dispensing facilities that may locate within their respective jurisdictions and to further preempt local governance by prohibiting enactment of ordinances imposing permitting or locational requirements for medical marijuana dispensing facilities which are more restrictive than the local government's ordinances permitting or determining the locations for pharmacies; and

WHEREAS, Florida laws relating to the dispensing of Low-THC cannabis, Medical Cannabis, and their respective derivative products are rapidly changing, raising substantial questions about whether marijuana-related land uses may have deleterious and negative secondary effects on surrounding land uses and communities; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on Medical Marijuana Dispensing Activities, as defined herein, for a period of time reasonably necessary for the County to determine the best way to regulate Medical Marijuana Dispensing Activities for the benefit of the public health, safety, and welfare and to promulgate reasonable regulations relating to such activities if deemed advisable by the County; and

WHEREAS, the Board of County Commissioners hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated negative secondary effects of Medical Marijuana Dispensing Activities; and

WHEREAS, the Board of County Commissioners hereby finds that this ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Brevard County, Florida. That:

SECTION 1. FINDINGS OF FACT.

The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2. DEFINITIONS.

(a) Low-THC Cannabis means a plant of the genus Cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.

(b) "Medical Marijuana" means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every

compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including low-THC cannabis, which are dispensed from a medical marijuana treatment center for medical use by a qualified or eligible patient.

(c) Medical Marijuana Dispensing Activities include both the legal wholesale and retail sale of:

- 1. Medical Marijuana,
- 2. Low-THC Cannabis, and
- 3. derivative products,

or any subset of such activities, or any related activities. This term shall not include the processing, cultivation, or delivery of Medical Marijuana, when such processing, cultivation, or delivery is done in accordance with state law.

SECTION 3. RECOMMENDATIONS FOR LAND DEVELOPMENT REGULATIONS.

(a) County Staff is hereby directed to study Medical Marijuana Dispensing Activities and their impact on the health, safety, and welfare of residents and businesses located within unincorporated Brevard County, and to develop and recommend land development regulations for Medical Marijuana Dispensing Activities and any other relevant and appropriate regulations and recommendations, with such recommendations and proposed regulations being delivered to the Board of County Commissioners within a reasonable time before the expiration of this moratorium.

The ultimate purpose of such review and study by the staff is to propose amendments to Brevard County Code of Ordinances as it relates to land development regulations of pharmacies and Medical Marijuana Dispensing Activities within the unincorporated area of Brevard County.

SECTION 4. TEMPORARY MORATORIUM.

Beginning on the effective date of this ordinance and continuing until the last day of the 2018 regular session of the Florida legislature, unless earlier terminated by an ordinance of the Board of County Commissioners, a moratorium is hereby imposed upon all Medical Marijuana Dispensing Activities, unless preempted by state law. During the moratorium, Brevard County will not accept, process, or consider applications for development orders, development permits, building permits or other permits required for, or relating to any proposed Medical Marijuana Dispensing Activities.

SECTION 5. SUNSET PROVISION.

This ordinance will sunset and be effectively repealed upon the sooner of (1) the last day of the 2018 regular session of the Florida legislature; or (2) the Board of County Commissioner's enactment of an ordinance regulating Medical Marijuana Dispensing Activities.

SECTION 6. SEVERABILITY.

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, such invalid or unconstitutional portion shall not affect the validity of other portions 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 7. CONFLICTING PROVISIONS.

In the case of a direct conflict between any provisions 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 8. AREA ENCOMPASSED.

This Ordinance shall apply to the unincorporated areas of Brevard County, Florida.

AGENDA

Section

Unfinished
BusinessItem
No.

V A



AGENDA REPORT

BREVARD COUNTY BOARD OF COUNTY
COMMISSIONERS

Meeting Date
October 24, 2017

SUBJECT:	Operations Review and Assets Evaluation Report of Brevard County Golf Courses																							
DEPT/OFFICE	Community Services Group / Parks and Recreation Department																							
Requested Action:																								
It is requested the Board review the Operations Review and Asset Evaluation Report, hear the presentation from Christovich & Associates and provide staff direction on to proceed with the handing of the three County owned Golf Courses																								
Summary Explanation & Background:																								
As directed by the Board, an RFP for Consulting Services for Brevard County's three golf courses was issued on July 27th with a response due date of August 17th. Responses were shortlisted and an agreement was awarded and executed with the selected consultant, Christovich & Associates on August 25th. Christovich & Associates was tasked with drafting an operations review and asset evaluation report on County Golf courses. Christovich & Associates has completed their report of the day-to-day operation of the courses, physical condition of the courses, marketing position and fiscal analysis to determine sustainability and management options. The following options, included in the report, are submitted for the Board's consideration: - Option 1 – Immediate (as soon as practical) disposition of all three courses - Option 2 – Continue to own and operate all three courses - Option 3 – Continue to own all three courses and outsource them to third-party management - Option 4 – Divest of just the Savannahs Course and retain and operate Spessard Holland and Habitat In addition to the recommendations offered by Christovich and Associates: LLC; it is requested the Board authorize the Count Attorney's Office file a suit against Integrity Golf Company, LLC as a result of Integrity's default. The County will act immediately upon the Board's direction after their consideration of information provided by Christovich and Associates, LLC.																								
Clerk to the Board instruction:																								
Exhibits Attached Operations Review and Asset Assessment prepared by Christovich and Associates, LLC, Minutes;																								
<table border="1"> <tr> <td colspan="2">Contract /Agreement (If attached): Reviewed by County Attorney</td> <td>Yes</td> <td>☐</td> <td>No</td> <td>☐</td> <td>PR</td> <td>☐</td> </tr> <tr> <td>County Manager Frank Abbate</td> <td colspan="2">Interim Assistant County Manager Jim Liesenfelt</td> <td colspan="2" rowspan="2"> </td> <td colspan="3" rowspan="2">Department Director / Extension</td> </tr> <tr> <td></td> <td colspan="2">Assistant County Manager John Denninghoff</td> </tr> </table>						Contract /Agreement (If attached): Reviewed by County Attorney		Yes	☐	No	☐	PR	☐	County Manager Frank Abbate	Interim Assistant County Manager Jim Liesenfelt				Department Director / Extension				Assistant County Manager John Denninghoff	
Contract /Agreement (If attached): Reviewed by County Attorney		Yes	☐	No	☐	PR	☐																	
County Manager Frank Abbate	Interim Assistant County Manager Jim Liesenfelt				Department Director / Extension																			
	Assistant County Manager John Denninghoff																							



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

MEMORANDUM

TO: Frank Abbate, County Manager

RE: Item V.A., Board Direction for Operations Review and Asset Evaluation Report, Presentation from Christovich and Associates, LLC, and Provide staff Direction on the Future of the Three County-Owned Golf Courses – The Savannahs, Spessard Holland, and The Habitat

The Board of County Commissioners, in regular session on October 24, 2017, directed you to enter into an agreement with Christovich and Associates for consulting services given the parameters set forth in the draft consulting services agreement; authorized amending the draft to include three full days per month at the Savannahs, Spessard Holland, and Habitat with the ability for an alternate oversight consultant independent of International Golf Maintenance (IGM); directed County Attorney to take legal action against Integrity Golf Company, LLC and each LLC affiliated with the courses; and tabled the Board's decision for 60 days. Enclosed is the draft consulting services agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Interim Assistant County Manager
Parks and Recreation Director
County Attorney
Finance
Budget

DRAFT

AGREEMENT FOR CONSULTING SERVICES
BREVARD COUNTY GOLF COURSES

This Agreement for Consulting Services ("Agreement") is entered into as of _____, 2017 by and between Brevard County Board of County Commissioners, with its principal address at 2725 Judge Fran Jamieson Way, Building C, Suite C-301, Viera, Florida 32940 ("County"), and Christovich and Associates, LLC ("Consultant"), with its address at 225 Beachwood Boulevard, Melbourne Beach, Florida, 32951.

This Agreement relates to the Spessard Holland, Savannahs, and Habitat golf courses ("the courses").

Whereas County desires to engage a provider to initiate a series of immediate measures to stabilize and elevate the level and consistency of customer service and overall facility and golf course presentation and conditions, as well as implement systems to closely monitor golf course operations in terms of revenue and expense activity, processes and results, and Consultant is capable of and willing to provide the services necessary implement these measures and systems pursuant to this Agreement.

Therefore, County and Consultant agree as follows:

A. Term of Agreement.

Consultant's services will commence on the execution date, continuing on a month-to-month basis until such time as either party elects to terminate the agreement under the terms of section J herein. It is recognized by both parties that the scope of work and time commitments for Consultant's services may be altered by circumstances beyond the control of either party. The parties hereby agree to act in good faith with respect to scope and/or schedule changes that are not the fault of either party.

B. Independent Contractor.

Both the County and Consultant agree that the Consultant will act as an independent contractor in providing services under this Agreement, and that nothing in this Agreement is intended to create a partnership, joint venture, or employer-employee relationship between the parties.

C. Scope of Work.

Scope of Work

Consultant proposes to provide the following services in conjunction with this assignment:

Start-up Phase

Conduct a one-day re-orientation with each golf course team to re-establish service and operations standards in all departments, new-hire recruiting, orientation and training procedures, including a forecasting, labor scheduling and budget workshop with the course managers and superintendents.

Establish and implement procedures related to the food and beverage operations at each golf course, including menus, product offerings, pricing, hours of operation, and purchasing procedures. Provide the County with a list of equipment and product inventory needs for each course. Explore the option of outsourcing the food and beverage operations as an alternative consideration.

Establish and implement plans for minimally acceptable needs for golf merchandise at each golf course.

Assist in, and oversee, the launch of the 2018 discount card and annual pass sales early-join efforts to commence November 1, 2017.

Assist in the development of a 90-day marketing and advertising plan for each golf course, updated every 30 days.

Assist in developing the rate plan for each course at least through April of 2018.

Assist in developing and overseeing the near-term action plans for needed repairs, cleanup projects and approved capital expenditures (i.e. security systems), currently in process.

Assist in inputting the 2018 budgets into either an IGM or County accounting system in the format provided in our Assessment, if the County would prefer we produce the monthly financial statements there would be an additional fee of \$750 per course per month. We would need to obtain expense detail from IGM and the revenue detail from the golf courses.

Assist in the process of evaluating and transferring all lease agreements, service contracts, marketing agreements (particularly GolfNow).

Evaluate all trade, comp and discounted rounds, develop and implement policies for each.

Evaluate all staff for their relative fitness for their positions; recommend any necessary training, redeployments and/or staff changes/additions.

Monthly Scope of Services

Spend a minimum of three (3) half days per month at each golf course, observing operations, staff, collecting guest feedback, and addressing any staffing, operational and maintenance/repair issues, including conducting a standard full facility quality control inspection once per month for each course.

Provide telephone support to the course level managers and County staff from 8 am to 5pm daily, and after hours for emergencies.

Monitor tee sheet utilization, pricing, promotional offers, bi-weekly payroll and weekly golf course revenue flash reports, provide action plans as necessary.

Review the financial statements each month with the facility managers and provide a monthly report to County staff comparing the actual results to budget, and to the extent possible, prior year.

Monitor all online reviews, responding accordingly in the case of any constructive (negative) feedback.

Attend the monthly Golf Advisory Board meetings, schedule permitting.

Upon request, meet with County staff periodically to update them on progress, issues, concerns.

This would be a month-to-month agreement that either party can terminate with 30 days notice, or upon the sale/disposition of one or all of the courses

Any services outside this proposed scope (such as exit discussions with the Savannahs HOA or the airport authority) would be at an additional hourly rate of \$150 per hour.

D. Compensation and Payments.

The fee for services under this Agreement is \$5,000 for the start-up phase, and \$4,000 per month thereafter during the term of the agreement. Mileage to and from the golf courses and County offices will be reimbursed at a rate of \$.535 per mile during the term of the agreement. A \$1,000.00 retainer will be payable upon execution of this Agreement and applied to the start-up fee payable by the County for that phase. The remainder of the start-up fee will be due and payable within 30 days of the execution date, or upon substantial completion of the Start-up scope (excluding the lease transfer and assumption process, which is typically a protracted process which can take up to 120 days to complete). The \$4,000 monthly fee and mileage reimbursement will be due by the 15th of each month.

Consultant's requisitions for payment shall be in such form and detail and with such supporting data as County may reasonably require. Payment shall be made promptly after County receives an invoice and backup documentation.

Fees do not include any additional services by consultant, legal counsel or other providers that may be required and are not included in the scope of work herein.

E. Additional Services.

All services of Consultant described in this Agreement shall be in keeping with the scope of work described in Section C above.

Consultant shall not be entitled to additional compensation for services not expressly described in Section C unless such additional services are authorized in advance in writing by County.

F. Indemnification.

Consultant agrees to indemnify and save harmless County, its officers, partners, shareholders and employees from all suits, actions, claims, demands, damages, losses, expenses, and costs, including reasonable attorneys' fees, and court costs, of every kind and description, at law and in equity, which County may incur or suffer resulting from, in connection with, or arising out of the Consultant's performance of its obligations under this Agreement.

G. Entire Agreement.

The Agreement represents the entire agreement between County and Consultant with respect to the subject matter of this Agreement. This Agreement is non-assignable and may be amended only by written instrument signed by both County and Consultant.

H. Right to Audit Records.

In performance of this Agreement, the Consultant 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 Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

County shall have the right to inspect, audit, examine and copy, or to engage an independent certified public accounting firm, at any time, and from time to time, during normal business hours, all files, books, records, costs and expenses maintained by Consultant pertaining to this Agreement or services provided pursuant to this Agreement.

Consultant shall cooperate with County and/or its independent certified public accountant in their performance of the audit. The provisions of this section shall survive the expiration date or the earlier termination of this Agreement.

I. Florida Public Records Law.

Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request and the Consultant must provide the records to the County or allow the records to be inspected or copied within twenty-four (4) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MELISSA RENNINGER AT (321) 633-2046 OR AT MELISSA.RENNINGER@BREVARDFL.GOV.

J. Termination.

County or consultant shall have the right to terminate this Agreement without cause upon not less than thirty (30) days written notice to the other party. In the event of termination by either party under this Section J, Consultant shall be compensated for services performed prior to the date of such termination due to Consultant pursuant to the terms of this Agreement. In the event one or more of the golf courses are sold and/disposed of during this engagement, the parties agree to pro-rate (in increments of one third per course) the monthly fee for the remaining course(s) going forward.

K. Notices.

Any notices to be given in connection with this Agreement, must be in writing, and may be given by personal delivery, certified mail, electronic mail, or by recognized overnight courier service, which maintains a record of receipt of each of its deliveries in the ordinary course of its business, and shall be deemed to have been given and received (a) the same business day if personally delivered, (b) three business days after such notice, properly addressed, with postage prepaid, is deposited with the United States Postal Service, (c) on the next business day after such notice is deposited with an overnight courier, or (d) the same business day if sent by electronic mail. As to Consultant, such notices shall be given to Greg Christovich addressed to Consultant at the address in the opening paragraph of this Agreement, and as to County, such notices shall be given to the County Manager at the address set forth in the opening paragraph of this Agreement.

L. Governing Law.

The Agreement shall be governed by the laws of the State of Florida for all purposes.

M. Venue.

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

N. Attorney's Fees

Except as otherwise provided in this Agreement, in the event of any legal action arising out of this Agreement, each party shall bear its own attorney's fees and costs.

O. Severability/Waivers.

Any waiver of the obligations under the Agreement must be made expressly and in writing by the waiving party, using the word "waiver." Any waiver on one occasion or with respect to a particular provision shall not constitute a waiver on any other occasion or with respect to any other provision. If any provision of the Contract is found to be invalid, the remaining provisions shall remain in full force and effect.

P. Insurance.

"The CONSULTANT shall be required to procure and maintain, at their own expense and without cost to the COUNTY, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage and a \$2,000,000 aggregate coverage to include Operations, Products and Completed Operations, Personal Injury, and Errors & Omissions.

Auto Liability Insurance policy that includes coverage for all owned, non-owned and hired vehicles with bodily injury coverage at \$100,000 per person, per occurrence and a \$300,000 aggregate per occurrence; and \$50,000 of property coverage per occurrence.

Professional Liability Insurance policy in the amount of \$2,000,000 per occurrence.

Workers' Compensation Insurance at \$1,000,000 per occurrence or statutory limits required by Florida Statutes, Chapter 440, whichever is greater.

The CONSULTANT shall provide Certificates of Insurance to the COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Agreement. The Certificates of Insurance shall indicate that the policies have been endorsed to cover the COUNTY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the COUNTY."

Q. Counterparts/Delivery by Facsimile or Other Electronic Transmission.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

R. Copyright.

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 the Consultant in the United States or any other country.

[SIGNATURES APPEAR ON PAGE 8]

IN WITNESS WHEREOF, Consultant executes this Agreement effective as of the date in the opening paragraph of this Agreement.

CONSULTANT:

Christovich and Associates, LLC

By:

Name: Greg Christovich

Title: President

COUNTY:

**Brevard County Board of County
Commissioners**

**BREVARD COUNTY GOLF ADVISORY BOARD
MEETING MINUTES**

**2725 Judge Fran Jamieson Way
Building C, Florida Room
Viera, FL 32940
August 30, 2017 @ 3:00 PM**

Recommendations for the Future of the three Brevard County Golf Courses

Board Members Present:

Anna Cook, At-Large Member, Habitat (Chairperson)
George Geletko, D4 Appointee (Vice-Chairperson)
John Richardson, At-Large, Savannahs
Gail Myers, At-Large, Spessard Holland (arrived 3:09 pm)
Bill Bancroft, D2 Appointee
Daniel Mackney, D5 Appointee (arrived 3:07 pm)
Cathy Madigan, At-Large Savannahs
Tom Becker, At-Large, Habitat

Board Members Absent:

Tony Webb, At-Large Spessard Holland
John Drotar, D1 Appointee

Staff Present:

Mary Ellen Donner, Parks and Recreation Director
Larry Wojciechowski, Parks Support Services Manager
Sue Eichenlaub, Special Projects Coordinator III

The meeting was called to Order by Anna Cook at 3:00 PM. Introductions were made.

Shannon Wilson, Deputy County Attorney gave a presentation of the Sunshine Law and answered all questions presented by the Golf Advisory Board members. She also distributed a memo regarding the Sunshine Law.

Bill Bancroft made a motion to approve the July 20, 2017 minutes, seconded by George Geletko.

Passes Unanimously.

Anna Cook introduced Jennifer Meyer, who will go over the Ground rules for the meeting.

Jennifer Meyer, stated she is from the office of Human resources and was asked to attend the meeting to help facilitate the meeting. She stated she would start by laying some ground rules that the board would like to play by. She also stated that the goal of today's meeting was to discuss the Future of the three Brevard County Golf Courses.

Mary Ellen Donner gave a brief update stating that International Golf Maintenance (IGM) has a management agreement with the County effective July 31st, 2017, which is a month to month agreement. The County also entered into an agreement with Christovich and Associates, for consulting services to know more about the operation, administration, condition, current and future financial performances, and potential marketability of one or more of the golf course for sale. That report is expected to be to the Board of County Commissioners the end of October or the beginning of November.

Discussion followed.

After a lengthy discussion the Golf Advisory Board members decided on the following recommendations for the Brevard County three golf courses in order of preference:

1. County staff would manage the golf courses and outsource maintenance, food service, and the pro shop.
2. Lease the Golf courses.
3. Have a management company manage all three golf courses.

Tom Becker made a motion that *County golf Advisory Board recommends to the Commissioners that public golf remain a part of Parks and Recreation offerings provided by the county with the goal of annual revenues meeting annual operating expenses.* Motion was seconded by Bill Bancroft. Discussion followed.

Passes Unanimously.

Discussion followed regarding Capital improvements needed for the golf courses. The Board requested staff to

Tom made a motion County Golf Advisory Board recommend to the County Commission and Park & Recreation department that monies be budgeted to fund capital expenditures for the County Golf Courses. Motion was seconded by George Geletko for discussion. Discussion followed. Tom Becker withdrew his motion.

Public Comment - Public comments were heard.

Board discussion followed.

Adjournment

A motion was made by George Geletko to adjourn, seconded by Gail Myers.

Passes Unanimously.

Meeting Adjourned at 5:25 pm.

DRAFT



BOARD OF COUNTY COMMISSIONERS

TO: Board of County Commissioners

FROM: Frank Abbate, Assistant County Manager *YBA*

SUBJECT: Golf Course Report

DATE: October 13, 2017

Sally
1st change
10.24.17

As directed by the Board, an RFP for Consulting Services for Brevard County's three golf courses was issued on July 27th with a response due date of August 17th. Responses were shortlisted and an agreement was awarded and executed with the selected consultant, Christovich and Associates on August 25th. Christovich and Associates was tasked with drafting an operations review and asset evaluation report on County Golf courses.

Under the consultant agreement (attached hereto for your information), Christovich and Associates was also tasked with submitting its report to the County no later than six weeks from the date of the execution of the contract. Due to the hurricane and rescheduled interviews, the parties mutually agreed to extend this timeframe by one additional week. Attached is a copy of that report received by this office today. This report will also be made available to the Golf Advisory Board which is scheduled to meet on October 19th.

Greg Christovich is scheduled to make a presentation to the Board of County Commissioners on October 24th to discuss his findings, analysis and the options he outlined in his report. He will also answer any questions Board members may have.

Based on my review, I have already initiated steps to address numerous oversight, facility and operational issues identified in the report. Parks and Recreation staff will also be available to brief the Board on October 24th related to actions being taken to address these issues.

I'm also attaching the Exclusive Listing Agreement that was negotiated with Christovich and Associates that the Board has the option of utilizing, in its sole discretion, should you decide to pursue the sale and/or long term lease of any these facilities.

Attachments

cc: Scott Knox, County Attorney
Jim Liesenfelt, Interim Assistant County Manager
Mary Ellen Donner, Parks & Recreation Director

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Board Members Absent:

Tony Webb, At-Large Spessard Holland
John Drotar, D1 Appointee

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Larry Wojciechowski, Parks Support Services Manager
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Bill Bancroft made a motion to approve the July 20, 2017 minutes, seconded by George Geletko.

Passes Unanimously.

Anna Cook introduced Jennifer Meyer, who will go over the Ground rules for the meeting. Jennifer Meyer, stated she is from the office of Human resources and was asked to attend the meeting to help facilitate the meeting. She stated she would start by laying some ground rules that the board would like to play by. She also stated that the goal of today's meeting was to discuss the Future of the three Brevard County Golf Courses.

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Tom Becker made a motion that *County golf Advisory Board recommends to the Commissioners that public golf remain a part of Parks and Recreation offerings provided by the county with the goal of annual revenues meeting annual operating expenses*. Motion was seconded by Bill Bancroft. Discussion followed.

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Discussion followed regarding Capital improvements needed for the golf courses. The Board requested staff to

Tom made a motion County Golf Advisory Board recommend to the County Commission and Park & Recreation department that monies be budgeted to fund capital expenditures for the County Golf Courses. Motion was seconded by George Geletko for discussion. Discussion followed. Tom Becker withdrew his motion.

Public Comment - Public comments were heard.

Board discussion followed.

Adjournment

A motion was made by George Geletko to adjourn, seconded by Gail Myers.

Passes Unanimously.

Meeting Adjourned at 5:25 pm.

DRAFT

**BREVARD COUNTY GOLF ADVISORY BOARD
MEETING MINUTES**

**2725 Judge Fran Jamieson Way
Building C, Florida Room
Viera, FL 32940
October 19, 2017 @ 4:00 PM**

Board Members Present:

George Geletko, D4 Appointee (Vice-Chairperson)
Bill Bancroft, D2 Appointee
John Richardson, At-Large, Savannahs
Gail Myers, At-Large, Spessard Holland

Board Members Absent:

Anna Cook, At-Large Member, Habitat (Chair)
Tom Becker, At-Large, Habitat
Tony Webb, At-Large Spessard Holland
John Drotar, D1 Appointee
Cathy Madigan, At-Large Savannahs
Daniel Mackney, D5 Appointee

Staff Present:

Jim Liesenfelt, Interim Assistant County Manager
Don Walker, Communications Director
Larry Wojciechowski, Parks Support Services Manager
Sue Eichenlaub, Special Projects Coordinator III

The meeting was called to Order by George Geletko at 4:00 PM. Introductions were made.

Minutes were reviewed but not approved since there was not a quorum.

Larry Wojciechowski started the meeting by stating all Board members received a report from IGM which outlined the current conditions and happenings at the three golf courses. The reports were also available for the public. Discussion followed.

Larry stated that County staff has been evaluating the golf courses and it is guesstimated that it will cost \$2.5 million in Capital to bring the three courses back up to snuff. We do not have the true numbers yet, but do expect them soon and will share that information with the golf advisory board members. Discussion followed.

Bill Bancroft made a statement that he would like to make sure that the County Commissioners receive a copy of what the Golf Advisory Board members discuss and that their recommendation is for the County to continue to operate the three golf courses, as was voted on at the last Golf Advisory meeting on August 30, 2017.

Larry Wojciechowski stated that all board members should have received a copy of the report from Christovich & Associates which were sent out on Monday October 16th and made a quick overview, then opened the floor for discussion of the assessment.

Discussion followed.

Public Comment - Public comments were heard.

Board discussion followed.

Adjournment

Meeting Adjourned at 5:02 pm

**BREVARD COUNTY GOLF ADVISORY BOARD
MEETING MINUTES**

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MEETING MINUTES**

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October 19, 2017 @ 4:00 PM**

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Larry Wojciechowski started the meeting by stating all Board members received a report from IGM which outlined the current conditions and happenings at the three golf courses. The reports were also available for the public. Discussion followed.

Larry stated that County staff has been evaluating the golf courses and it is guesstimated that it will cost \$2.5 million in Capital to bring the three courses back up to snuff. We do not have the true numbers yet, but do expect them soon and will share that information with the golf advisory board members. Discussion followed.

Bill Bancroft made a statement that he would like to make sure that the County Commissioners receive a copy of what the Golf Advisory Board members discuss and that their recommendation is for the County to continue to operate the three golf courses, as was voted on at the last Golf Advisory meeting on August 30, 2017.

Larry Wojciechowski stated that all board members should have received a copy of the report from Christovich & Associates which were sent out on Monday October 16th and made a quick overview, then opened the floor for discussion of the assessment.

Discussion followed.

Public Comment - Public comments were heard.

Board discussion followed.

Adjournment

Meeting Adjourned at 5:02 pm

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT made and entered into this _____ day of November, 2017, by and between **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **INTERNATIONAL GOLF MAINTENANCE, INC.**, a Florida corporation, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, Brevard County and Contractor hereto have previously entered into an Agreement with an effective date of July 31, 2017, ("Agreement") and Amendment dated October 5, 2017, which together are incorporated in this Amendment and attached hereto as Attachment "A"; and

WHEREAS, the Agreement provides for a term of month to month; and

WHEREAS, Contractor, as an inducement for the County to continue utilizing the services of Contractor, has agreed reduce Contractor's compensation under this Agreement; and

WHEREAS, the County has hired an outside consultant to monitor the performance of Contractor under the Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

1. Attachment "C" of the Agreement shall be replaced in its entirety with Attachment "B" of this Amendment.
2. Contractor agrees to pay a one-time start-up fee to Christovich and Associates in the amount of \$5,000. Contractor agrees that the one-time fee will be deducted from the County's payment to the Contractor for monies owed to Contractor by County for services under

the Agreement for the month of November, 2017. For the month of November, 2017, the total compensation due to Contractor shall be 195,208.⁵⁰.

3. All other terms and conditions of said Agreement shall remain in full force and effect.

4. If there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST:



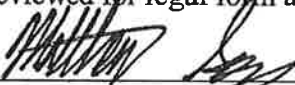
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Curt Smith, Chairman
As approved by the Board on: 11/7/17

Reviewed for legal form and content

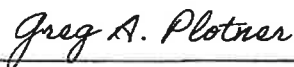


Assistant County Attorney

WITNESS:

Print Name: _____

INTERNATIONAL GOLF MAINTENANCE, INC.

By: 

Greg A. Plotner, Executive Vice President

WITNESS:

Print Name: _____

Attachment "A"

FIRST AMENDMENT TO AGREEMENT

THIS AGREEMENT made and entered into this 35 day of ^{October}~~September~~, 2017 by and between **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County," and **INTERNATIONAL GOLF MAINTENANCE, INC.**, a Florida corporation (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Brevard County and Contractor hereto have previously entered into an Agreement with an effective date of July 31, 2017 ("Agreement") which is incorporated to this Amendment and attached hereto as Exhibit "A" and;

WHEREAS, the Parties desire to amend said Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.
2. The section titled GROSS REVENUE of the Agreement shall be replaced with the following provisions:

All revenues collected at the three Brevard County golf courses shall be the remitted to the authorized Brevard County bank depository.

County is entitled to all gross revenue generated at the three Brevard County Golf Courses. The Contractor agrees to deposit said revenues in the authorized Brevard County bank depository four to five times weekly and shall scan and email the deposit slips to the Parks and Recreation Administration Office within twenty-four (24) hours after each deposit.

As part of this Agreement and in consideration of monies paid to Contractor pursuant to this Agreement, the Contractor is required to provide inventory and supplies necessary or appropriate for the operation of the retail and food and beverage portions of the three County-owned golf courses and related facilities. As provided for herein, the County is entitled to all revenue from the sale of the aforementioned items to members of the public and shall be responsible for remittance, to the applicable governmental authority, of applicable sales tax solely resulting from the sale of said items to members of the public.

The Contractor also agrees to pay directly to the applicable government authority all other applicable non-ad valorem assessments, special assessments, levies or taxes that may be imposed by a governmental authority upon the Contractor as a result of this Agreement.

3. All other terms and conditions of said Agreement shall remain in full force and effect.

4. If there is a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

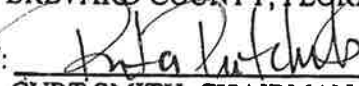
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

ATTEST:


SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

BY:


CURT SMITH, CHAIRMAN

AS APPROVED BY THE BOARD ON: 10/5/17

REVIEWED FOR LEGAL FORM AND CONTENT


ASSISTANT COUNTY ATTORNEY

WITNESS:


PRINT NAME: JESSICA PIRELLI

INTERNATIONAL GOLF
MAINTENANCE, INC.

BY:


GREG A. PLOTNER
EXECUTIVE VICE PRESIDENT

WITNESS:


PRINT NAME: HOPE DOUGLASS

AGREEMENT

THIS AGREEMENT is made and entered into this 30 day of July, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County," and **INTERNATIONAL GOLF MAINTENANCE, INC.**, a Florida corporation, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the County has established The Savannahs, Spessard Holland, and The Habitat Golf Courses in the provision of recreation and recreational facilities for the County; and

WHEREAS, the County proposes to contract to have a qualified corporation provide certain services relating to golf course maintenance and operation for The Savannahs, Spessard Holland, & The Habitat Golf Courses, located in Merritt Island, Melbourne Beach, & Valkaria, Florida; and

WHEREAS, the Contractor desires to provide such services in accordance with this Agreement, and has represented to the County that it is qualified to perform such services in accordance with the terms and conditions as set forth herein; and

WHEREAS, the Board of County Commissioners has authorized the Contractor to provide golf course operation and maintenance services as directed at the July 25, 2017 Commission meeting.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the County and Contractor hereby agree as follows:

SECTION 1. GROSS REVENUE.

The parties agree that gross revenue shall mean all revenues and income of any nature derived directly or indirectly from the golf courses or from the use or operation thereof, including gross sales proceeds from the sale of greens fees, memberships or annual passes to the golf courses, rental fees for golf carts, range balls, food and beverage revenue, golf shop merchandise revenue, and the proceeds paid from any insurance policy claim.

SECTION 2. SCOPE OF SERVICES.

The Contractor shall operate and maintain on behalf of the County: (1) The Habitat Golf Course, 3591 Fairgreen Street, Valkaria, Florida 32950, (2) Spessard Holland Golf Course, 2374 Oak Street, Melbourne Beach, Florida 32951, and (3) The Savannahs Golf Course, 3915 Savannahs Trail, Merritt Island, Florida 32953, hereinafter referred to as the "facilities", as described in

Attachment "A", attached hereto. The Contractor shall exclusively determine the means, details, timing, and method of performing the services, provided Contractor's performance of the services is undertaken in a satisfactory and workmanlike manner, and is carried out in accordance with Attachment "B", hereinafter referred to as "Scope of Services", attached hereto and made a part hereof by this reference. The Contractor agrees to provide any other services or work that may, from time to time, be assigned to the Contractor by the County pursuant to a Task Order or purchase order entered into under existing Brevard County procedures; provided, however, that Contractor shall not be required to perform additional services unless and until the Contractor and the County agree on the payment terms and amounts for such additional services, as set forth in Section 7 hereof.

SECTION 3. EFFECTIVE CONTRACT DATE & TERM.

The term of this Agreement shall become effective on July 31, 2017, and shall terminate on August 31, 2017.

At the conclusion of the term set forth in the preceding paragraph, this Agreement shall continue on a month-to-month basis, with the same terms, conditions, covenants and stipulations herein set forth. The PARTIES may terminate this Agreement only as provided for herein. Any additional services requested by the County shall be completed in accordance with applicable written authorization provided by the County; provided, however, that Contractor shall not be required to perform such additional services unless and until the Contractor and the County agree on the payment terms and amounts for such additional services, as set forth in Section 7 hereof.

SECTION 4. COMPENSATION.

As consideration for providing services hereunder, the County shall pay the Contractor, as Contractor's sole compensation for services rendered, in accordance with the "Prices and Payment", Attachment "C", attached hereto and made a part hereof by this reference, together with applicable sales, service and use taxes on such amounts. The initial payment for services rendered by the Contractor shall be due within 10 days of the effective contract date and shall be for the total amount of the initial month's fixed fee for services rendered by the Contractor under the terms of this Agreement. Subsequent monthly payments shall be made on a bi-weekly basis. The Contractor shall submit two invoices to the County on the 1st of each month for two payments per month (every two weeks). Each invoice shall be reviewed and upon verification of satisfactory completion of the services, the invoices shall be approved for payment. The County shall remit payment in

accordance with the Florida Local Government Prompt Payment Act, Florida Statutes section 218.70, et seq.

SECTION 5. GOLF COURSE REVENUE.

All revenues collected at the three Brevard County golf courses shall be the remitted to the authorized Brevard County bank depository. The Contractor agrees to deposit revenues to the authorized Brevard County bank depository four to five times weekly and shall scan and email the deposit slips to the Parks and Recreation Administration Office within twenty-four (24) hours after deposit. The County agrees to pay directly to the applicable government authority all levies or taxes that may be imposed by a governmental authority as a result of this Agreement. The County will provide the Contractor with sales tax information with regards to food, beverage and liquor licenses held by the Contractor.

SECTION 6. PERSONNEL AND ASSIGNMENT.

The Contractor shall be responsible for recruiting, hiring, training, supervising, disciplining and discharging personnel deemed necessary by the Contractor, in order to perform all services contemplated by this Agreement. The Contractor shall employ qualified personnel and agrees all of Contractor's employees will be subject to a Level III Background Check, per Brevard County Administrative Order AO-26, Attachment "D", as may be amended from time to time, attached hereto and made a part hereof by reference.

The Contractor shall have the right to subcontract or assign portions of this Agreement to other contractors, persons and companies, in order to carry out the Scope of Services contemplated herein. However, the Contractor shall, at all times, remain liable for the proper performance and completion of all work and other services required herein, including supervision and administration of, and payment for, all such personnel, sub-contractors and companies. The Contractor shall not subcontract or assign any portion of services required under this Agreement without prior written approval of the County. This approval by the County shall not be unreasonably withheld.

SECTION 7. ADDITIONAL SERVICES.

The Contractor shall not be obligated to perform any additional services unless and until the Contractor and the County agree, in writing, upon the scope of such services and the payment to be made to the Contractor for such services. In the event the Contractor performs additional services pursuant to such an agreement with the County, the Contractor shall be entitled to charge and collect the additional sums set forth in the parties' written agreement for such additional services, together with any sales, service, use or other taxes attributable to such sums. In the event the

additional services are continuing in nature, in each succeeding month the charge for the additional services shall be added to the Prices and Payment set forth on Attachment "C".

SECTION 8. COUNTY ASSISTANCE.

The County shall assist the Contractor by making available, on a limited basis, such personnel having knowledge of the operation and maintenance of the golf courses as it relates to the work and personnel to inform the Contractor of past practices related to the operation and maintenance of the golf courses and to comment on the work of the Contractor, if requested by the Contractor. The County shall provide the Contractor with all available information pertinent to the work, including previous reports and documents and any data relevant to the work. The County shall also make its facilities accessible to the Contractor as required by the Scope of Services for the Contractor's performance of its services under the Agreement. The County shall set the rate for greens fees, cart fees, walking fees, and membership fees.

SECTION 9. INDEMNIFICATION.

Brevard County shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of or resulting from the Contractor's breach of its obligations under this Agreement, or the Contractor's negligent performance of the services for which the County is contracting hereunder, provided such claim is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees.

The Contractor agrees to indemnify the County and pay all costs, including the cost of the County's legal defense for attorneys as may be selected by the County for all claims described in the hold harmless clause herein, to the extent such claims are caused by the negligent or intentional act of the Contractor. The Contractor agrees it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County as a result of the Contractor's breach of its obligations under this Agreement, and that it will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. Such payments on behalf of the County shall be in addition to any and all of the legal remedies available to the County and shall not be considered to be the County's exclusive remedy. It is agreed by the parties hereto that specific consideration has been paid under this Agreement for this hold harmless provision.

The remainder of this page is intentionally left blank

SECTION 10. INSURANCE.

The Contractor shall at all times during the term of this Agreement procure and maintain, at the Contractor's own expense and without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Contractor against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management, or control of the facilities and any improvements thereon. The following types of insurance and the policy limits required are to be considered minimum amounts:

General Liability Insurance a policy of Commercial General Liability Insurance, insuring the Contractor against liability for bodily injury, property damage (including loss of use of property) and personal injury, including contractual liability with a minimum of \$1,000,000 combined single limit for each occurrence, \$2,000,000 in the aggregate, and Fire Legal Liability in the amount of One Hundred Thousand dollars (\$100,000). This policy/these policies shall include the following coverages: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering the contract, and "X-C-U" hazards.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Worker's Compensation: Workers' Compensation Insurance (including Employer's Liability insurance) in the statutory amount covering all employees of the Contractor.

Liquor Liability Insurance. A policy providing Liquor Liability Insurance coverage with a \$1,000,000 combined single limit for each occurrence with respect to liability insurance, covering the full amount of potential liability from time to time provided or imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting both Contractor and County (and if such insurance providing protection for the following is available, at County's option, County's affiliates, and the officers, directors, agents and assigns of each of them) in connection with any such sales (or other offering) of alcoholic beverages.

Pollution Liability Insurance: Pollution Liability Insurance for the application of pesticides, herbicides and other hazardous substances with a \$1,000,000 combined single limit for each occurrence.

All personal property of the Contractor housed or placed at the Facility shall be at the risk of the Contractor, and the County shall not be liable for any loss or damage to the personal property of the Contractor for any cause whatsoever. The Contractor agrees and understands that the County does not and shall not carry liability, theft or fire insurance on said property to cover the Contractor's interest therein.

The Contractor shall provide certificates of insurance, from insurers satisfactory to the County, demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Agreement. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured. All policies will be endorsed to the effect that they may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. It shall be the responsibility of the Contractor to ensure that any Sub-Contractors, he/she retains or hires, are maintaining adequate insurance coverage.

SECTION 11. TERMINATION FOR CONVENIENCE.

The County may, by thirty (30) days prior written notice to the Contractor, terminate this Agreement, in whole or part, for the County's convenience. If the termination is for the convenience of the County, the County shall not be obligated to pay for any services commenced after proposed date of termination unless the County specifically directs and advises otherwise in this notice. The Contractor may terminate this Agreement, without cause, after providing written notice to the County at least sixty (60) days prior to the date this Agreement is proposed to be terminated.

SECTION 12. TERMINATION.

If the Contractor fails or refuses to perform this Agreement or part of this Agreement, the Contractor shall have fifteen (15) calendar days from the date of receipt of the proposed notice of termination from the County within which to correct such deficiencies described in said proposed notice. If the Contractor fails to correct such deficiencies to the satisfaction of the County within the above-stated time period, then the County may terminate the Agreement immediately by issuing written notice of termination and take over the work and ensure the work is performed itself or by separate Agreement or otherwise. In such case, the Contractor shall be liable to the County for reasonable additional costs actually incurred by the County thereby.

If, during any term or renewal period of this Agreement, the County has issued two (2) prior proposed notices of termination (the deficiencies under the first two (2) notices having been corrected by the Contractor), the County shall have the right to terminate the Agreement upon the third (3rd) instance of the Contractor's failure to fulfill its duties and obligations under this Agreement without giving the Contractor any period of time to correct the deficiency.

SECTION 13. TERMINATION - PAYMENTS.

In the event of termination pursuant to Section 11 and 12 above, the County is only responsible for payment for services commenced prior to the effective date of termination. The Contractor shall deliver all records, equipment, and materials to the County within twenty-four (24) hours of the date of termination. Upon termination of this Agreement, the Contractor shall have twenty-four (24) hours within which to remove its personal property from County property. Any personal property not removed within said period shall become the property of the County. The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 14. GOVERNING LAW.

The law of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related thereto.

SECTION 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.

SECTION 16. WAIVER.

The waiver by the County or the Contractor of any of the other party's obligations or duties under this Agreement shall not constitute a waiver of any other obligation or duty of the other party under this Agreement, nor shall a waiver of any such obligation or duty constitute a continuing waiver of that obligation or duty.

SECTION 17. INTEREST OF MEMBERS OF COUNTY AND OTHERS.

No officers, members, employees of the County, no member of its governing body, no other public official of the governing body of the locality or localities in which services for the facilities under this Agreement are to be carried out, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this work, shall participate in any decision

relating to this Agreement which affects their personal interest, or have any personal interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 18. INTEREST OF THE CONTRACTOR.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which shall conflict with its performance, or services required to be performed, under this Agreement. The Contractor further covenants that, in the performance of this Agreement, the Contractor shall employ no person having any such conflicting interest.

SECTION 19. COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this section, the County shall have the right, but not the duty, to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement such price, or otherwise recover the full amount of such fee, commission, percentage, gift or other consideration.

SECTION 20. COURSE MAINTENANCE SCHEDULE.

The Contractor agrees to set an initial course maintenance schedule of its work per Attachment "E", attached hereto and made a part of hereto by reference, and submit that schedule for approval by the County no later than thirty (30) days after execution of this Agreement. Subsequent changes in schedule must be approved by the County prior to changes or as provided in Attachment "E".

SECTION 21. RECORDS AND AUDITS.

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Contractor by

the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Contractor shall ensure that public records which 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 and following termination of the Contract if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Contractor may transfer, at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Owner shall have the right to inspect, audit, examine and copy, or to engage an independent certified public accounting firm, at any time, and from time to time, during normal business hours, all files, books, records, costs and expenses maintained by Contractor pertaining to the golf courses. Contractor shall cooperate with Owner and/or its independent certified public accountant in their performance of the audit. The provisions of this section shall survive the expiration date or the earlier termination of this Agreement.

SECTION 22. EQUAL OPPORTUNITY EMPLOYMENT.

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability, and will take affirmative steps to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfers, recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

SECTION 23. 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 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 a public entity, and may not transact business

with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

SECTION 24. EMPLOYMENT.

The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Agreement without prior written consent from the County. Contractor shall not employ or contract with any employee or former employee of Integrity Golf Company, LLC or its affiliates without prior written consent of the County Manager or designee.

SECTION 25. 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 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the Contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.

SECTION 26. INDEPENDENT CONTRACTOR.

It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Contractor to the County is that of independent contractor. No statement contained in this Agreement shall be construed to define the Contractor or any of its agents or employees as an agent or employee of the County, or to allow the County to control the professional judgment of the Contractor in connection with the Contractor's performance of the services contemplated under this Agreement, or to exercise control or direction over the manner or method by which the Contractor performs its obligations hereunder. The Contractor shall not be entitled to any of the rights, privileges or benefits of Brevard County agents or employees.

SECTION 27. CLAIMS FOR SERVICES.

Other than claims for charges incurred for authorized additional services, as contemplated by Section 7 hereof, the County shall not honor a claim for services rendered by Contractor not specifically provided for in this Agreement.

SECTION 28. ENTIRE AGREEMENT.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

SECTION 29. SEVERABILITY.

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 30. FORCE MAJEURE.

The Contractor shall not be responsible for damages or delays in performance caused by acts of God, strikes, lockouts or other events constituting force majeure beyond the reasonable control of the Contractor.

SECTION 31. MODIFICATIONS OR AMENDMENTS IN WRITING.

No modification, amendment or alteration in the terms or conditions of this Agreement, together with any attachments or task assignments, shall be binding on the County unless it is reduced to a written document executed by both parties.

SECTION 32. PERMITS, FEES, LICENSES.

Permits, fees and licenses necessary for performance of work by the Contractor or any approved subcontractors or assignees pursuant to this Agreement will not be waived by the County, and the Contractor shall be responsible for obtaining, and shall pay for any such required permits, fees and licenses. For purposes of this Agreement, alcoholic beverage license(s), at the County's option, shall be considered a required license.

Upon the expiration or earlier termination of this Agreement, Contractor shall provide such assistance as is reasonably requested by Owner in connection with (a) the transfer of any or all license(s) to County (or to a new operator or Contractor engaged by County), or (b) a new license(s) application to be filed by County or its new operator or Contractor.

SECTION 33. 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.

SECTION 34. COMPLIANCE WITH LAWS.

The Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations during the course of this Agreement.

SECTION 35. ATTORNEY'S FEES.

Subject to any vendor rights arising under the Florida Local Government Prompt Payment Act, Florida Statutes section 218.70, et. seq., 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.

SECTION 36. CONSTRUCTION OF AGREEMENT.

The parties hereby acknowledge that they fully reviewed this Agreement and 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.

SECTION 37. NOTICE.

All notices under this Agreement shall be in writing and shall be given by certified mail or hand delivery addressed to the parties at the following addresses:

FOR COUNTY:

Parks & Recreation Director
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way, Bldg. B, Suite 203
Viera, Florida 32940

FOR CONTRACTOR:

Greg A. Plotner, Executive Vice President
International Golf Maintenance
5385 Gateway Blvd., Suite 12
Lakeland, Florida 33811

Either party shall have the right to change its address for notice purposes at any time throughout the term hereof, by sending written notice of such change of address to the other party in accordance with the provisions hereof not less than ten (10) days prior to the effective date of such change.

SECTION 38. PUBLIC RECORDS.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. See Sections 119.0701, 119.110, Florida Statutes. The Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, The Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MELISSA RENNINGER AT (321) 633-2046 OR MELISSA.RENNINGER@BREVARDFL.GOV.

SECTION 39. MONTHLY REPORTS.

Contractor shall deliver a monthly report to County no later than the tenth (10th) day after the end of each month period commencing on the Effective Date. The reports shall include the following:

Rounds Mix Report
Course Maintenance Schedules & Update on Current Conditions
Guest Survey Report
Routine/Non-routine expenses
Insurance Claims

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

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: _____

Curt Smith, Chairman

As approved by the Board on: _____

Reviewed for legal form and content

Assistant County Attorney

WITNESS:

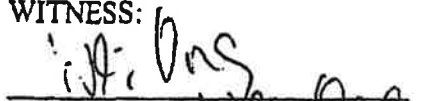

Print Name: LAURA PLOTNER

INTERNATIONAL GOLF MAINTENANCE, INC.

By: _____

Greg A. Plotner, Executive Vice President

WITNESS:


Print Name: Jeff. O'Neil

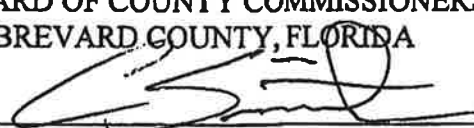
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

ATTEST:



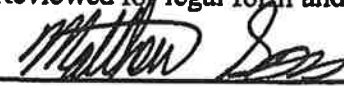
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Curt Smith, Chairman
As approved by the Board on: _____

Reviewed for legal form and content



Assistant County Attorney

WITNESS:

Print Name: _____

INTERNATIONAL GOLF MAINTENANCE, INC.

By: _____
Greg A. Plotner, Executive Vice President

WITNESS:

Print Name: _____

ATTACHMENT "A"

LEGAL DESCRIPTIONS

THE SAVANNAHS LEGAL DESCRIPTION

Tracts 3, 5, 6, and 7, of Section 1, Township 24 South, Range 36 East, as recorded in Plat Book 35, at Page 56/62, Public Records of Brevard County, Florida and comprising THE SAVANNAHS GOLF COURSE, Merritt Island, Florida.

And

Parcels 2, 6, 7, 750, 755 and 56 of Section 1, Township 24 South, Range 36 East, and Parcel 1 of Section 12, Township 24 South, Range 36 East, Merritt Island, Brevard County, Florida.

Tracts and Parcels contain approximately 170 +/- acres.

SPESSARD HOLLAND GOLF COURSE LEGAL DESCRIPTION

A parcel of land in Section 17, Township 28 South, Range 38 East, Brevard County, Florida more particularly described as follows:

All of Government Lot 5 of said Section 17, lying southerly of the right of way of Oak Street (100' right of way) and westerly of the right of way of S.R. A1a (100' right of way) as presently located and excepting therefrom lands described in Plat Book 24, Page 63 of the Public Records of Brevard County, Florida.

Also

Government Lot 6 of said Section 17 lying westerly of the right of way of S.R. A1A (100' right of way) except the area encompassed by the Fire Department and the Substation.

THE HABITAT LEGAL DESCRIPTION

Part of Sections 17 and 18, Township 29 South, Range 38 East, Brevard County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Section 18, Township 29 South, Range 38 East, Brevard County, Florida; thence S 88° 43' 10" W along the south line of the Southeast ¼ of Section 18 a distance of 960.90 feet to the Southeast corner of Pomello Ranch, Unit Three, as recorded in Plat Book 28, Page 13, Public Records of Brevard County, Florida; thence N 0° 02' 57" East a distance of 40.00 feet; thence N 88° 43' 10" East a distance of 140.00 feet; thence N 40° 17' 42" East a distance of 294.01 feet; thence N 0° 2' 57" East a distance of 215.00 feet; thence N 52° 32' 21" West a distance of 415.35 feet to the east line of aforesaid Pomello Ranch, Unit Three; thence N 0° 02' 57" East a distance of 255.09 feet to the Northeast corner of said plat of Pomello Ranch, Unit Three; thence S 88° 43' 10" West along the north line of Pomello Ranch, Unit Three and Pomello Ranch, Unit Two, for a distance of 1601.38 feet; thence N 0° 02' 30" East a distance of 330.00 feet; thence S 88° 43' 10" West a distance of 1115.44 feet to the easterly R/W line of Valkaria Road; thence N 30° 27' 26" East along said easterly R/W line a distance of 694.66 feet; thence East a

distance of 4287.79 feet; thence S 42° 30' 00" East a distance of 900.00 feet; thence N 47° 30' 00" East a distance of 540.00 feet; thence N 8° 58' 06" East a distance of 849.11 feet; thence N 25° 56' 32" West a distance of 411.46 feet; thence North a distance of 280.00 feet; thence N 21° 04' 04" East a distance of 581.93 feet; thence S 89° 47' 56" East a distance of 525.00 feet to the east line of property described in O.R.B. 171, Page 493; thence S 0° 13' 56" East along said east line a distance of 2230.52 feet; thence S 0° 05' 27" East a distance of 1345.23 feet to the Southeast corner of the Southwest ¼ of aforesaid Section 17, Township 29 South, Range 38 East, thence N 89° 49' 54" West a distance of 2668.09 feet to the P.O.B.

Contains 211.111 Acres more or less.

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ATTACHMENT "B"

SCOPE OF SERVICES

1. LOCATION

- a. The Habitat Golf Course, 3591 Fairgreen Street, Valkaria, Florida 32950
- b. The Savannahs Golf Course, 3915 Savannahs Trail, Merritt Island, Florida 32953
- c. Spessard Holland Golf Course, 2374 Oak Street, Melbourne Beach, Florida 32951

2. SCOPE OF SERVICES

- a. The Contractor shall furnish all materials, supplies, personnel, and equipment to operate and maintain, with the exception of water, sewer, electric, alarm system, garbage/waste disposal, cable, television, computer and phone lines, port-o-lets, Terminix and the POS/Golf Now system, the golf courses named above and other common areas to the highest quality of service and maintenance possible in accordance with the parameters contained herein. The Contractor shall supervise and manage the operation at the golf courses, including but not limited to the golf pro shop, maintenance, food and beverage, membership sales efforts, facilities, administration, and other ancillary services at the golf courses.
- b. Contractor shall provide a minimum of sixty (60) golf carts for use at the Habitat and the Savannahs golf courses and a minimum of forty (40) golf carts for use at Spessard Holland Golf Course.
- c. Areas of maintenance include but are not limited to: Buildings, greens, tees, approaches, collars, fairways, roughs, golf cart paths, driving ranges, practice areas, lakes, water hazards, sand and grass bunkers, clubhouse and golf course grounds, along entrance roadways and right of ways. Included are the maintenance of turf, shrubs, plants, trees, and irrigation and pump stations.
- d. Areas of operation include but are not limited to: club house, kitchen, retail golf Pro-Shop including inventory, food and beverage services including inventory, marketing, and payroll.
- e. Food and Beverage Operations. Contractor shall perform all the food and beverage operations at the Golf Club(s), including Food and Beverage Services/Concessions and banquet/catering services.
- f. Brevard County shall provide the initial funds for the cash drawers at each course. Contractor shall sign receipt of said funds and shall return said funds at the expiration or earlier termination of this Agreement.
- g. Contractor shall develop an inventory list of offerings to be sold from the Pro Shops and shall ensure that the Pro Shops are maintained and operated in good First-Class condition. All merchandise to be sold is subject to Owner's approval, which approval Owner shall not unreasonably withhold.
- h. Supervision shall be maintained over the Contractor's working personnel at the golf courses seven (7) days a week. The Contractor shall select, employ, train, pay, discharge and supervise golf course employees. The Contractor will make work assignments necessary and shall make seasonal or other required adjustments without additional cost to the County. The Contractor shall ensure that its employees maintain a neat and orderly personal appearance.

- i. The Contractor shall propose corrective actions to bring substandard areas of the golf course to the acceptable industry standards. Contractor shall be responsible and shall promptly perform all needed maintenance and repairs at the golf courses. Non-routine repair costs in excess of \$500.00 shall be borne by the County and are subject to County authorization.
- j. The Contractor shall furnish all labor and supervision to professionally maintain and care for the existing course and golf club operations in accordance with specifications. This work force will include a trained Golf Course Superintendent at each golf course.
- k. The Contractor shall perform all normal functions, which are essential to providing quality play, e.g. customer service, reservations, vending food and beverage, Pro-shop services, mowing, cup changing, tee marker management, grooming, etc.
- l. The Contractor is responsible, at its own cost, for both materials and labor for the immediate repair of any damage to County property that is caused by the Contractor or the Contractor's negligence. Repairs will be made in a manner, which restores the damaged area/facility to this original condition or better in a reasonable and timely fashion.
- m. The Contractor is required to regularly evaluate the course and make recommendations for capital improvements. Pursuant to Section 7 of the Agreement, the County, at its option, can acquire additional services from the Contractor to make needed improvements.

3. **GROUPS MAINTENANCE PROFESSIONAL EXPERTISE**

- a. From time to time, as determined by the Contractor in its sole discretion, the Contractor shall supplement the trained maintenance personnel with professional turf consultants, entomologist certified golf course superintendents, plant biologist, and such other professional specialists as the Contractor deems necessary to provide the services contemplated under the Agreement. These personnel shall be hired at the expense of the Contractor.
- b. The Contractor shall incorporate its full service golf course maintenance program based upon generally accepted turf management principles and standards, and the Contractor's approved maintenance schedule.
- c. The Contractor hereby certifies that any on site supervisor assigned will have the educational background and experience necessary to provide ongoing maintenance programs, which shall fulfill the terms and conditions of this agreement. The Contractor's on site supervisor must have at least three (3) years supervisory experience in Golf Course Maintenance Management in warm season turf grass environments.
- d. In particular, the Contractor shall retain personnel approved as a Certified Pest Control Operator licensed by the Florida Department of Agriculture and Consumer Services. Application of such pesticides on the premises of the County's golf course shall be performed by or under the supervision of such licensed pesticide applicators. Applications must follow label guidelines, directions and restrictions. The Contractor shall maintain completed documentation of all pesticide, herbicide and fertilizer applications and storage, in accordance with prevailing regulations and laws. The Contractor shall have and practice Integrated Pest Management (IPM) Program at each golf course.

4. GOLF COURSE OPERATING PERSONNEL EXPERTISE

- a. The Contractor shall retain front desk and Pro-Shop personnel who have good knowledge of golf procedures and who provide excellent customer service.
- b. If the golf course has a working kitchen, the Contractor shall retain qualified personnel with concession experience to operate the concession.

5. WORK HOURS

- a. The schedule of work hours for accomplishment of golf course operation and maintenance services shall not be altered from the current work schedule. If work hours are to be altered, one-week prior approval must be obtained from the Parks and Recreation Department director or designee.
- b. The Contractor shall furnish advance weekly work schedules to the Parks and Recreation Director or designee one week prior to performing its maintenance work. Weekly work schedules would be for those areas other than routine work. Such advance weekly work schedule shall contain a blank space for approval of the schedule in the event it is acceptable. The Contractor shall provide thirty (30) days written notice for work requiring closure of the Course.
- c. The maintenance crew work schedule shall be rotated so that three (3) to five (5) crewmembers, will be on the Golf Course daily.
- d. The Pro-Shop will be open for business from dusk to dawn daily with the exception of inclement weather. Adequate staffing must be provided to allow for good customer service to be accomplished.

6. EVALUATION OF OPERATION

A written, monthly golf course report shall be provided to the Parks and Recreation director or designee. Report will include golf and grounds maintenance updates and Pro-Shop events, issues or concerns.

7. PERSONNEL

- a. The Contractor shall employ qualified personnel skilled in the performance of golf course operations and maintenance. All employees providing services under this Agreement will be subject to a Level III Background Check, per Brevard County Administrative Order AO-26 (Attachment C), Background Investigation. All employees shall be indoctrinated and trained in the schedules, philosophies, customer service and public relations concerns of the County. The Contractor's personnel shall conduct all work operations while dealing with the public in a courteous manner. Each employee shall be trained in the proper method of cleaning, handling and operation of golf course maintenance equipment and supplies.
- b. The County must approve uniform (style) selection for employees. All employees shall wear proper golf attire while at the golf course. Such attire shall identify employees as employees of the Contractor.
- c. The Contractor shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract.

- d. During all working hours, and during execution of the work, the Contractor shall give the job personal supervision or shall have on the job a responsible and competent Superintendent with authority to speak and act for the Contractor.

8. EMERGENCY MAINTENANCE

In the event that the County at any time determines that any portion of the golf course is in immediate jeopardy of sustaining some type of serious harm due to a maintenance failure on the part of the Contractor, the County may utilize their own work force or contracted services to go on the golf course and perform such tasks as are necessary to prevent such serious harm from taking place. The cost of such preventative maintenance incurred by the County shall be itemized by the County and submitted to the Contractor for payment.

9. GOLF COURSE MAINTENANCE GUIDELINES

The annual maintenance practices included in this section are intended to be an overall outline for the agronomic, horticultural, and recurring service practices of Contractor's golf course maintenance operations. While the guidelines are detailed, they are intended to be only minimum rules of operation. The Contractor's primary responsibility is for ensuring the integrity of the golf course. Variances from the guidelines will be necessary at times to allow for adjustments resulting in climatic conditions, pest infestations, golf course traffic, tournaments and other unforeseen problems.

1. **Mowing Guidelines**

- a. **Greens** will be mowed *every day the course is open for play* at a height of cut that is acceptable to the County without causing undue stress to the turf. Typically, a cutting height between $5/32"$ to $1/4"$ will be maintained. Greens should be maintained to achieve at least '7' "stimp meter" reading. The integrity of the original size of greens shall be maintained.
- b. **Tees** will be mowed *three times per week*. A mowing height of $1/4"$ to $1/2"$ will be maintained. No more than 33% of the leaf surface will be removed at any one mowing.
- c. **Fairways, Approaches, and Collars** will be mowed *three times per week* during the active growing season and *two times per week* during the cooler periods. A height of cut of $1/2"$ to $3/4"$ will be maintained. There may be certain times during the summer when this frequency may increase due to changes in climatic conditions. The frequency of cut during the cooler periods may also be increased to three times per week. No more than 33% of the leaf blade shall be removed at any one mowing. The integrity of the original size of fairways shall be maintained.
- d. **Tee and green slopes and roughs** will be mowed *weekly* during the active growing season and as needed the balance of the year. A height of cut of $1/4"$ to $1 1/2"$ will be maintained.

Note: Growth regulators will be utilized in wet areas during the summer months when excessive rainfall is predicted to keep the turf under a manageable condition.

2. Aerification Guidelines

- a. **Greens** will be aerified as needed to provide the soil with the proper air, water, and soil ratio required for healthy putting surfaces. *Two to three* conventional core aerifications (2 inches deep on 2 inch centers, minimally) coupled with one deep tine aerification during the summer months will be performed. Spiking of all greens shall be performed between aerifications to maintain proper water infiltration.
- b. **Tees** will be aerified *two times, minimally*, during the year with a conventional aerifier to alleviate compaction and help control thatch.
- c. **Fairways/Roughs** will be aerified *one time, minimally*, during the summer months to alleviate compaction. Also, supplemental aerifications will be done on the heavily compacted areas and may be accomplished with a deep-tine aerifier.

3. Verticutting/Spiking Guidelines

- a. **Greens** will be vertically mowed during the active growing season to help promote quality putting surfaces. Typically, every *two weeks* during the active growing season would be considered minimal. A deeper verticutting will be accomplished following aerifications in two to three directions to help promote the healing of the damage on the putting surfaces caused by aerifications. Spiking of the greens will be performed regularly during the summer months to prevent algae build-up and to help maintain proper water infiltration.
- b. **Tees** will be vertically mowed in conjunction with the aerification services during the summer. The frequency of vertical mowing will be adjusted accordingly should the playing areas become "spongy".
- c. **Fairways and roughs** will be vertically mowed or scalped, if necessary, in order to prevent matting and/or the build-up of thatch in these areas.

4. Topdressing Guidelines

- a. **Greens** will be topdressed in conjunction with the verticutting/spiking and aerification operations. This will be accomplished with a soil mix or sand that is similar to the make-up of the existing soil profile.
- b. **Greens** will be topdressed every two weeks during the active growing season to help maintain a smooth putting surface. In addition to this, during the interseeding period, the greens will be "dusted" with topdressing.
- c. **Tees** will be topdressed two times during the summer in conjunction with the aerification operations. In addition, the divots will be filled in *on a weekly basis, minimally*, to ensure an even playing surface.
- d. **Green sand** will be made available to all three facilities during the "Season" (December 1 through May 1) for topdressing of the practice range tee and to fill sand buckets on the golf cars.

5. Fertilization Guidelines

- a. **Greens** will be fertilized at a rate of 1.5 pounds of nitrogen per month with an analysis or ratio of N, P, & K determined by soil and tissue testing. Only "mini prill" and materials specifically used on putting surfaces will be utilized. Minor nutrients will be applied as a foliar application in addition to what is available in the granular fertilizer. Only fertilizer specifically formulated for putting greens shall be applied.
- b. **Tees** will be fertilized at a rate of one pound of nitrogen per month with a fertilizer analysis to be determined by soil testing.
- c. **Fairways, irrigated roughs and slopes** will be fertilized with 6 to 8 pounds of nitrogen annually through either granular or liquid applications that will be applied throughout the course of the year. Supplemental amounts of fertilizer will be applied to weak and thin areas. Any additional amounts of N, P, & K will be determined by soil tissue tests and adjusted accordingly.
- d. Dolomite lime applications, in conjunction with aerification, will be used as necessary to assist in keeping the pH at a desirable level.

6. Bunker Maintenance Guidelines

- a. **Mechanical raking** of the bunkers will be performed *five times per week*. Bunkers will be raked all days with the exception of Tuesday and Sunday, or as designated by the Course Manager. In addition to mechanical raking, the bunkers will be spot hand raked during the days the bunkers are not mechanically raked.
- b. **Edging** of the bunkers will be performed *monthly* throughout the year to ensure a manicured appearance at all times.
- c. **Mowing** of the bunker faces will be performed *weekly* throughout the growing season and as needed throughout the remainder of the year.

7. Equipment Repair/Maintenance Guidelines

The Contractor will follow all manufacturers' guidelines in the maintenance and repair of equipment. All of Contractor's equipment technicians will be qualified and are encouraged to attend industry workshops and seminars to stay updated on the latest trends and repairs of equipment.

8. Irrigation Guidelines

- a. The irrigation systems will be repaired and maintained on a regular basis by qualified Contractor staff.
- b. These employees will be required to attend service seminars to keep updated on the latest irrigation development and trends in the industry.

9. Integrated Pest Management Guidelines

- a. The goal is to have the Brevard County Golf Courses as weed and insect free as possible and to prevent any damaging outbreaks of pests. The Contractor's approach to the control of damaging pests and weeds will include curative and preventative types of control measures using the most appropriate products available.
- b. The Contractor will be responsible for the implementation of an integrated pest management (IPM) program for all playing areas of the courses including roughs via regular monitoring, problem and potential problem identification, preventative measures, diagnosis and treatment. All greens will be inspected daily for the presence of damaging pests, insects or fungus. All greens shall be treated as required to prevent or control fungus and insect activity and damage to the turf. An application of Top Choice (or equivalent) shall be applied to control the insect population in the fairways and roughs to allow optimum turf root growth. All fairways will be inspected weekly for the presence of damaging pests, insects or fungus and treated appropriately to prevent turf damage.
- c. Fire ant mounds throughout the golf course will be controlled on an as needed basis.

10. Other Maintenance/Service

- a. The Contractor will be responsible for properly moving the cups and tee markers and repairing ball marks every day the courses is open for play. In addition, all trash will be removed, divot buckets will be filled and the ball washers checked for a towel and soap solution daily. The ball washer soap will be changed a minimum of once per week throughout the year.
- b. The Contractor will be also responsible for servicing and maintaining restrooms and water coolers on the golf courses..

11. Trash and Debris Removal

During the course of the day, any trash or non-organic debris on the golf courses will be picked up. This will be hauled to a County approved area and disposed of.

12. Organic Materials and Tree Debris Removal

During the course of the day, any tree debris or organic materials on the golf courses will be picked up. This will be hauled to a County approved area and disposed of.

13. Deep Rough/Natural Areas Maintenance

- a. The Contractor will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, sucker growth, undesirable vegetation and weeds. Any removal of trees greater than 2" in caliper is not the responsibility of the Contractor. However, the Contractor will immediately notify the County of any trees that pose a danger to employees, invitees, or the general public.

- b. The Contractor will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the golf courses.

14. Cart Path Maintenance

All golf cart paths shall be edged monthly during the active growing season and as needed the balance of the year. The Contractor will repair or is responsible for repair to cart path breaks due to irrigation repairs.

15. Lakes, Ponds and Streams Maintenance

Routine aquatic weed and algae control is the responsibility of the Contractor. Contractor personnel will remove litter and trash from the water bodies on a regular basis.

16. Landscape Beds Maintenance

The Contractor will install (2 plantings per year) and maintain flowering plants in select landscape beds throughout the golf courses. This will include weed control, watering, fertilization, and pest control. The Contractor will work with the County in determining planting designs.

17. Buildings and Bridges

- a. The Contractor will maintain the buildings on the golf courses in a good, operable and sanitary order. Any required repairs, replacement, rebuilding and restoration would be brought to the attention of the Golf Course Manager immediately. All costs for such repairs, replacements, rebuilding and restoration will be the responsibility of the County.
- b. Repair or replacement of bridges will be the responsibility of the County

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ATTACHMENT "C"

PRICES AND PAYMENT

The initial payment for services rendered by the Contractor shall be due within 10 days of the effective contract date and shall be for the total of the initial month's fixed fee for services rendered by the Contractor under the terms of this Agreement. Subsequent monthly payments shall be made on a bi-weekly basis. The Contractor shall submit two invoices to the County on the 1st of each month for two payments per month (every two weeks). Each invoice shall be reviewed and upon verification of satisfactory completion of the services, the invoices shall be approved for payment.

- | | | | |
|----|--|---------------------|---------|
| 1. | Habitat Golf Course
3591 Fairgreen Street
Valkaria, Florida 32950 | \$ <u>65,983.50</u> | Monthly |
| 2. | The Savannahs Golf Course
3915 Savannahs Trail
Merritt Island, Florida 32953 | \$ <u>69,993.50</u> | Monthly |
| 3. | Spessard Holland Golf Course
2374 Oak Street
Melbourne Beach, Florida 32951 | \$ <u>68,231.50</u> | Monthly |

Grand Total All Courses Per Month \$ 204,208.50

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ATTACHMENT "D"

ADMINISTRATIVE ORDER

TITLE:	Background Investigation Checks	NUMBER:	AO - 26
		CANCELS:	August 4 2010
		APPROVED:	April 24, 2012
		ORIGINATOR:	Human Resources
		REVIEW:	April 24, 2015

I. PURPOSE AND SCOPE

To establish a consistent, county-wide procedure for conducting background investigation checks.

II. DEFINITIONS AND REFERENCES

- A. Applicant – An external applicant or volunteer being considered for a position or a current employee being considered for a position with a higher security level as the result of a promotion, transfer or demotion.
- B. At-Risk Population – Children, elderly, disabled, and those whom can not defend themselves. Example of settings in which individuals come into contact with at-risk populations include, but are not limited to:
 - Daycare: senior citizen centers and community day programs for children.
 - Group Home: placements for children under the care of the State as a result of abuse or neglect or as a consequence of delinquency.
 - Program activities involving children on school property.
 - Shelters: homeless, domestic violence or special needs emergency shelters.
 - Youth development programs.
 - Volunteer programs for the elderly or individuals with disabilities; such as, Meals on Wheels or other community/volunteer programs.
 - Library areas/programs designated for children.
 - Park areas/programs designated for children.
- C. Background Investigation Handbook – a handbook with detailed information about how to complete and interpret the background checks.
- D. Background Checklist – a form used to track the results of the background checks performed by the Department/Office.

AO-26: Background Investigation Checks

- E. Conviction – defined as a law violation where there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

NOTE: A "yes" answer to the question of law violation on the application will not automatically bar the applicant from employment. The nature, job-relatedness, severity and date of the offense in relation to the position for which they are applying will be considered.

- F. Recertification – Frequency which each Department/Office reinvestigates each employee's or volunteer's criminal history.

G. **SECURITY LEVELS:**

High Level (Level I) – Applies to an employee or volunteer who has unsupervised access and/or contact with individuals identified as being in the at-risk population.

Moderate Level (Level II) – Applies to an employee or volunteer who has supervised access and/or contact with individuals identified as being in the at-risk population.

Low Level (Level III) – All other employees or volunteers who do not fit into the High or Moderate security levels.

- H. VECHS – an acronym for the Volunteer & Employee Criminal History System at the Florida Department of Law Enforcement (FDLE). The VECHS program agreement allows Brevard County to submit state and national checks for employees and volunteers, as needed.
- I. F.S. 112.011 – Felon; removal of disqualifications for employment, exceptions.
- J. F.S. 943.04351 – Search of registration information regarding sexual predators and sexual offenders required prior to appointment or employment.

III. RESPONSIBILITIES

- A. Each Department/Office Director shall establish a background investigation check procedure which ensures that the guidelines in this Administrative Order are met.
- B. Each Department/Office will utilize the guidelines in this Administrative Order or will adhere to statutory/contractual requirements, whichever is more stringent.

AO-26: Background Investigation Checks

- C. Each Department/Office shall be responsible for verifying that each applicant meets the requirements for the job, including educational and/or licensing verification, driver's license check.
- D. Each Department/Office shall be responsible for checking and documenting a total of three (3) of the applicant's employment and/or personal references. Document if the applicant has insufficient work history (i.e.; a student with no experience or someone returning to the workforce after a long absence) or is a volunteer. Due diligence must be used in obtaining these references, but if no response is received, documentation should be made of what efforts were made. Reference checks are not mandatory for those temporary employees hired on a seasonal basis.

The Background Investigation Handbook has detailed instructions and reference forms to be used in checking these references.

- E. Each Department/Office shall perform the required minimum criminal background investigation checks at the appropriate security level for applicants under final consideration and document the results on the Background Checklist, which shall be provided to the Office of Human Resources with the background documents.

1. High-Level Security Check (Level I):

- Fingerprints - submit fingerprints to FDLE under the VECHS agreement using digital fingerprint machine or using the fingerprint card provided for FDLE and National FBI criminal investigation check.
- Brevard County Clerk E-Facts – www.brevardclerk.us.

2. Moderate-Level Security Check (Level II):

- FDLE – <https://web.fdle.state.fl.us/search/app/default>
- Brevard County Clerk E-Facts – www.brevardclerk.us.
- National Sex Offender Public Website - www.nsopw.gov
- Out-of-State criminal checks based on past seven (7) years address history (on-line checks may be done, if available), or alternatively a national background check.

3. Low-Level Security Check (Level III):

- Brevard County Clerk E-Facts – www.brevardclerk.us.
- National Sex Offender Public Website - www.nsopw.gov
- Florida Department of Corrections – www.dc.state.fl.us.
- Out-of-Area criminal checks based on past two (2) years address history (on-line checks may be done, if available).

AO-26: Background Investigation Checks

- F. Applicants under final consideration for positions classified as high security level shall be subject to the following guidelines for criminal background checks.

Consistent with F.S. 112.011, a person shall not be disqualified from employment by the County solely because of a prior conviction for a crime. However, a person may be denied employment by the County by reason of the prior conviction for a crime if the crime was a felony or first degree misdemeanor and directly related to the position of employment sought.

1. **A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position, regardless of when it occurred, and will disqualify an applicant from further consideration:**

- Child Abuse, Neglect or Abandonment
- Extortion
- Extreme Violence (Aggravated Assault/Aggravated Battery, Murder, Attempted Murder, Vehicular Homicide)
- False Imprisonment
- Hate Crime
- Indecent Exposure if Sexual in Nature
- Kidnapping
- Manslaughter
- Child Pornography
- Illegal Possession of Guns or Weapons
- Robbery
- Sale of Controlled Substance
- Sexual Offense (Lewd and Lascivious – Sexual Battery)
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

2. **A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to a high security level position if it occurred within five (5) years of the date of the background check, and will disqualify an applicant from further consideration:**

- Battery/Assault
- Domestic Violence
- Misdemeanor Drug and/or Paraphernalia
- Resisting Arrest with Violence
- Sale of Alcohol or Tobacco to a Minor
- Contributing to the Delinquency of a Minor

AO-26: Background Investigation Checks

- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

A prior conviction of one of the above criminal offenses, if a felony or first degree misdemeanor, that occurred beyond five (5) years of the date of the background check, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and the applicant is disqualified from further consideration.

- 3. A prior conviction for any of the following criminal offenses, if a felony or a first degree misdemeanor, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and if the applicant is disqualified from further consideration:**

- Disorderly Conduct/Trespassing
- Driving While Under the Influence (DUI), one incident only (more than one must show proof of rehabilitation)
- Petty Theft
- Worthless Checks
- Other Crimes
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

- G. When determining whether a prior criminal conviction for any of the criminal offenses listed in Section F above are directly related to a high, moderate or low level security position, an appointing authority shall take the following factors into consideration:**

- The classification of the crime as a felony or first degree misdemeanor.
- The relationship between the incident and the type of employment or service that the applicant will provide.
- The nature, severity, number, and consequences of the incidents disclosed.
- The amount of time elapsed since the incident(s) occurred.
- The applicant's efforts and success at rehabilitation.
- The age of the applicant at the time of the incident.

If there is any question about whether the criminal offense is directly related to the position, contact the County Attorney's Office.

- H. After the background investigation checks are satisfactorily completed, the Department/Office can initiate the request for the applicant to be hired to a paid position or coordinate a start date for a volunteer placement.**

AO-26: Background Investigation Checks

IV. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.


Howard Tipton
County Manager
Brevard County, Florida

ATTACHMENT "E"

COURSE MAINTENANCE SCHEDULES

To be submitted by the Contractor to Brevard County Parks and Recreation Department

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ATTACHEMENT "B"
PRICES AND PAYMENT

The Contractor shall submit two invoices to the County on the 1st of each month for two payments per month (every two weeks). Each invoice shall be reviewed and upon verification of satisfactory completion of the services, the invoices shall be approved for payment.

1.	Habitat Golf Course 3591 Fairgreen Street Valkaria, Florida 32950	\$ <u>64,650.17</u>
2.	The Savannahs Golf Course 3915 Savannahs Trail Merritt Island, Florida 32953	\$ <u>68,660.17</u>
3.	Spessard Holland Golf Course 2374 Oak Street Melbourne Beach, Florida 32951	\$ <u>66,898.16</u>
Grand Total All Courses Per Month		\$ <u>200,208.50</u>

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AGREEMENT FOR CONSULTING SERVICES

BREVARD COUNTY GOLF COURSES

This Agreement for Consulting Services ("Agreement") is entered into as of AUGUST 25, 2017 by and between Brevard County Board of County Commissioners, with its principal address at 2725 Judge Fran Jamieson Way, Building C, Suite C-301, Viera, Florida 32940 ("County"), and Christovich and Associates, LLC ("Consultant"), with its address at 225 Beachwood Boulevard, Melbourne Beach, Florida, 32951.

This Agreement relates to the Spessard Holland, Savannahs, and Habitat golf courses ("the courses").

Whereas County desires to know more about the operation, administration, condition, current and future financial performance, and potential marketability of one or more of the golf courses for sale, and Consultant is capable of and willing to provide the services necessary to gather and provide that information pursuant to this Agreement.

Therefore, County and Consultant agree as follows:

A. Term of Agreement.

Consultant's services will commence on the execution date, continuing through November 22, 2017 or such other dates as mutually acceptable to Consultant and County. This Agreement will terminate, except as otherwise provided in this Agreement, with the delivery to County of the final reports specified in Section C below and payment by County of all fees and reimbursements specified in Section D below, or as may be extended, subject to the mutual agreement of County and Consultant and on such terms and conditions as the Parties may agree upon at that time. It is recognized by both parties that the schedule for Consultant's services may be altered by circumstances beyond the control of either party. The parties hereby agree to act in good faith with respect to delays or schedule changes that are not the fault of either party.

B. Independent Contractor.

Both the County and Consultant agree that the Consultant will act as an independent contractor in providing services under this Agreement, and that nothing in this Agreement is intended to create a partnership, joint venture, or employer-employee relationship between the parties.

C. Scope of Work.

Scope of Work

Consultant proposes to provide the following services in conjunction with this assignment:

Financial Evaluation and follow-up report

Conduct a thorough review and audit of monthly rounds, revenues, and operating expenses for the last 12 months (and annual financials for the last three years) to evaluate top line revenue and line item expense trends and cost structures in all departments.

Observe and evaluate all administrative and accounting processes for productivity, efficiency, and accuracy, including an assessment of the physical environment (office space) as it relates to productivity.

Review all internal control procedures to identify any potential opportunities for improved purchasing procedures, cash management, and inventory control.

Review and assess the marketing and promotion materials and efforts at each facility; prepare and present a comprehensive competitive market analysis for each golf course, benchmarking rates, course conditions, amenities, and other relevant information. Prepare a set of recommendations and assumptions relative to each course's optimal pricing and program offerings relative to their competitive set.

Based on the determinations made in the overall assessment of the facilities and cost structures, prepare a projection of revenues and expenses for each of the operations with related rounds, revenue, labor and expense structure assumptions for the 2017-2018 fiscal year. Prepare a summary pro-forma projection for the 2019 and 2020 years as well.

Produce an executive summary and related exhibits to present an assessment of current facility operations and physical conditions, market competition, and recommended positioning of each golf course, financial projections (including any recommended capital improvements) for the next three years, with related assumptions and recommendations, and any other relevant matters related to the long-term vision and operating structure for each of the golf course operations.

The report will include an assessment of the feasibility of any potential repurposing, redevelopment and/or disposition of, any or all of the properties, or portions thereof, a preliminary estimated valuation and proposed sale price for each property under each potential scenario, and a discussion regarding prospective buyers and an estimated sale timeline under a disposition scenario. The report shall also identify potential areas for revenue enhancement (golf and clubhouse operations), through operational modifications, new service areas and/or capital investment. This report shall include a thorough review of reservation systems, website services and features, outing policies and fees, cart utilization, marketing strategies and capital improvements.

The report will also include a recommended strategy to continue the operations of one, two or all of the golf courses going forward, either under a long-term agreement in the event the golf courses are retained, or on an interim basis in the event the one or more of the courses are marketed for sale.

final report by County. A \$2,000.00 retainer will be payable upon execution of this Agreement and applied to the total fees payable by County for this project. The remaining fees will be due upon delivery of the final report.

Consultant's requisitions for payment shall be in such form and detail and with such supporting data as County may reasonably require. Payment shall be made promptly after County receives an invoice and backup documentation.

Fees do not include any services by consultant, legal counsel or other providers that may be required related to due diligence, title work, and closing-related tasks in the event the courses are prepared for sale.

E. Additional Services.

All services of Consultant described in this Agreement shall be in keeping with the scope of work described in Section C above. Consultant shall not be entitled to additional compensation for services not expressly described in Section C unless such additional services are authorized in advance in writing by County.

F. Indemnification.

Consultant agrees to indemnify and save harmless County, its officers, partners, shareholders and employees from all suits, actions, claims, demands, damages, losses, expenses, and costs, including reasonable attorneys' fees, and court costs, of every kind and description, at law and in equity, which County may incur or suffer resulting from, in connection with, or arising out of the Consultant's performance of its obligations under this Agreement.

G. Entire Agreement.

The Agreement represents the entire agreement between County and Consultant with respect to the subject matter of this Agreement. This Agreement is non-assignable and may be amended only by written instrument signed by both County and Consultant.

H. Right to Audit Records.

In performance of this Agreement, the Consultant 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 Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MELISSA RENNINGER AT (321) 633-2046 OR AT MELISSA.RENNINGER@BREVARDFL.GOV.

J. Termination.

County or consultant shall have the right to terminate this Agreement without cause upon not less than ten (10) days written notice to the other party. In the event of termination by either party under this Section J, Consultant shall be compensated for services performed prior to the date of such termination due to Consultant pursuant to the terms of this Agreement.

K. Notices.

Any notices to be given in connection with this Agreement, must be in writing, and may be given by personal delivery, certified mail, electronic mail, or by recognized overnight courier service, which maintains a record of receipt of each of its deliveries in the ordinary course of its business, and shall be deemed to have been given and received (a) the same business day if personally delivered, (b) three business days after such notice, properly addressed, with postage prepaid, is deposited with the United States Postal Service, (c) on the next business day after such notice is deposited with an overnight courier, or (d) the same business day if sent by electronic mail. As to Consultant, such notices shall be given to Greg Christovich addressed to Consultant at the address in the opening paragraph of this Agreement, and as to County, such notices shall be given to the County Manager at the address set forth in the opening paragraph of this Agreement.

L. Governing Law.

The Agreement shall be governed by the laws of the State of Florida for all purposes.

M. Venue.

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

N. Attorney's Fees

Except as otherwise provided in this Agreement, in the event of any legal action arising out of this Agreement, each party shall bear its own attorney's fees and costs.

O. Severability/Waivers.

Any waiver of the obligations under the Agreement must be made expressly and in writing by the waiving party, using the word "waiver." Any waiver on one occasion or with respect to a particular provision shall not constitute a waiver on any other occasion or with respect to any

IN WITNESS WHEREOF, Consultant executes this Agreement effective as of the date in the opening paragraph of this Agreement.

CONSULTANT:

Christovich and Associates, LLC

Greg Christovich 8.25.17

By:

Name: Greg Christovich

Title: President

COUNTY:

**Brevard County Board of County
Commissioners**

By:

Curt Smith
Name: Curt Smith,

Title: Chairman

(As approved by the Board on August 22, 2017)

Reviewed for legal form and
content: *[Signature]* 8/25/2017
County Attorney

EXCLUSIVE LISTING AGREEMENT

by and between

Brevard County, Florida

as Owner

and

Christovich and Associates, LLC

as Broker

Dated as of September 26 2017

For Listing of

Spessard Holland Golf Course, Melbourne Beach, Florida

The Habitat Golf Course, Malabar, Florida

The Savannahs Golf Course, Merritt Island, Florida

("the Properties")

EXCLUSIVE LISTING AGREEMENT

THIS Exclusive Listing Agreement (the "Agreement"), made this 21st of September, 2017, is entered into by Brevard County, Florida, ("Owner"), and Christovich and Associates, LLC ("Broker").

RECITALS

THIS AGREEMENT IS ENTERED into on the basis of the following facts, intentions, and understandings of the parties:

A. Subject to certain restrictions on use and, in the case of Savannahs, a reverter clause should the County abandon use of the property as a golf course, Brevard County is the owner of the Properties, which are three active golf courses inclusive of related improvements, grounds, parking areas, buildings, appurtenances and fixtures, as those Properties are more particularly described in Exhibit "A" attached hereto (hereafter referred to as the "Properties").

B. Broker represents that it is a real estate corporation and broker registered and licensed in the State of Florida, and has fulfilled all licensing requirements in connection with performing all the services described in this Agreement.

C. Owner desires to hire Broker as its exclusive sales representative to sell the Properties, either separately or collectively, and Broker desires to accept said hiring on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings, terms, and conditions set forth in this Agreement, Owner and Broker agree as follows:

ARTICLE 1 **APPOINTMENT OF BROKER**

1.1 The "Recitals" set forth above are contractual in nature and not mere recitals.

1.2 Owner has previously engaged Broker as a consultant to analyze and provide a report as to the operation, administration, condition, current and future financial performance, and potential marketability of one or more of the golf courses. Unless Broker is selected at an earlier date, the Owner shall have 90 days from the expiration date of the consulting agreement, said expiration date being November 22, 2017, to, in Owner's sole discretion, engage Broker as its listing agent pursuant to the terms and conditions herein. If at any time prior to the expiration of the 90 day period referenced above, the Owner chooses not to appoint Broker as its listing agent, this Agreement shall be null and void and of no further force or effect. In the event the Owner wishes to appoint Broker as its listing agent within or before the aforementioned 90 day period, Owner shall provide written notice, by certified mail, to the Broker of its intent to proceed with this Agreement. The Commencement date shall then be the third (3) business day after posting for delivery by certified mail.

1.3 Subject to the condition precedent of the County issuing notification of selection to the Broker under the provisions of Section 1.2 hereinabove, Owner hereby appoints Broker as its listing agent with respect to its Properties and grants to Broker the exclusive right, subject to the terms and conditions of this Agreement, to market Owner's Properties on behalf of Owner, and to act as Owner's exclusive real estate broker with respect to the consummation of any sale of Owner's Properties to a qualified Buyer or buyers. As used in this Agreement, "Buyer" shall mean and refer to a purchaser of the Properties who meets the Owner's criteria for sale of the property including, without limitation, financial strength, successful experience in owning and operating golf courses, business reputation in the golf industry, good standing with all regulatory and law enforcement agencies, and other discretionary factors considered by Owner. Broker hereby accepts such appointment and agrees to use its best efforts and due diligence, as of the Commencement Date, to attempt to procure a Buyer for one or more of the Owner's Properties.

- a. Broker acknowledges that, unless otherwise agreed upon by the County Commission in writing prior to closing, the Properties are to be offered for sale subject to restrictions on the use of the Properties as a golf courses, unless, as to the Habitat and Spessard Holland properties, the federal agencies with authority release such restrictions, or unless, as to the Savannahs property, the holder of the existing possibility of reverter either releases or sells the right of reversion.
- b. The Broker also agrees to assist in obtaining a release from the federal agencies with authority to release or modify the restrictions on use or sale of the Habitat and Spessard Holland golf courses, provided, if those federal agencies require continuation of such restrictions and a qualified prospective Buyer offers a lease 1) with a lump sum lease payment and 2) with a minimum term of thirty (30) years (hereafter referred to as a "Long Term Lease") for one or more of the Properties, the County Commission, at its discretion may accept such a lease and that lease, upon acceptance, would be deemed a purchase qualifying Broker for a commission under Article 6 of this agreement.
- c. Should the Broker retain the assistance of legal counsel specializing or experienced in obtaining releases from the federal agencies for the purpose of obtaining one or more such releases on the Properties, the commission due to the Broker shall be increased by a reasonable amount to cover the cost of obtaining such a release, not to exceed 10% of the total commission due to the Broker under Article 6 of this agreement.

ARTICLE 2

BROKER'S STATUS

2.1 Owner and Broker expressly understand and agree that Broker shall perform all services under this Agreement as an independent contractor in the business of real estate brokerage and not as an employee or agent of Owner. Therefore, Broker shall be responsible for complying with all applicable laws and regulations with respect to real estate brokers and with respect to its employees, including but not limited to, licensing, worker's compensation, hours of work, wages, social security, vacation time, sick leave and working conditions. Owner

hereby grants Broker an exclusive listing to sell Owner's Properties for the price and on the terms and conditions set forth in this Agreement, or as otherwise agreed to in writing by Owner.

2.2 Broker is licensed by the state in which the Properties are located and has fulfilled all licensing requirements in connection with performing all the services described in this Agreement. Throughout the term of this Agreement, Broker and all employees and officers of Broker who are performing Broker's duties under this Agreement shall maintain their licenses as real estate licenses and shall fulfill all licensing requirements. Broker will provide such services as are customarily furnished by commercial real estate brokers in the state in which the Properties are located and such other services as may be specifically set forth in this Agreement.

ARTICLE 3

BROKER'S DUTIES AND RESPONSIBILITIES

3.1 During the term of this Agreement, Broker shall:

- a. Diligently investigate, analyze and disclose to Owner all inquiries to purchase, and offers to buy, the Properties, including those referred to Broker by third parties, including other brokers;
- b. utilize Owner's form of purchase and sale agreement, which will be drafted by Owner's attorney when an offer has been accepted by Owner;
- c. follow the Sales Guidelines set forth in Exhibit "B" attached hereto when negotiating an offer or a letter of intent from a Buyer or buyers;
- d. obtain all references reasonably required by Owner (including at least one bank reference) and a financial statement from each prospective purchaser of the Properties showing available funds to close the transaction (s);
- e. direct the efforts of the Broker's organization in bringing about the sale of the Properties;
- f. advertise and market the Properties in local and national newspapers or other mediums of merit.
- g. cause cooperating brokers to execute a written acknowledgement of the commission schedule for outside brokers on a form reasonably satisfactory to Owner. It is understood that Owner shall have no responsibility for commissions which exceed those calculated as set forth in this Agreement or to any cooperating or outside broker unless agreed to in writing by Owner;
- h. cooperate fully with Owner's Property Managers, who are responsible for managing, operating and maintaining the Properties;

- i. cooperate fully with Owner and outside brokers working with the Broker, if any, in the sale of the Properties;
- j. perform other appropriate sales functions upon Owner's reasonable request.

ARTICLE 4

TERM OF THIS AGREEMENT: TERMINATION

4.1 The term of this Agreement shall commence on the Commencement Date, and continue until its automatic expiration, by its own force and effect, on _____, 2018 (the "Expiration Date"), or in the event of earlier termination pursuant to the terms of this Agreement, whichever occurs first. Notwithstanding the foregoing term, Broker may elect to terminate this Agreement without cause upon thirty (30) days' prior written notice to Owner. Owner may elect to terminate this Agreement without cause upon ten (10) days prior written notice to Broker or immediately upon written notice to Broker for cause including, but not limited to, failure of Broker to cooperate with outside brokers. Broker acknowledges that Owner shall have the right to terminate this Agreement for cause if Broker fails to use its best efforts to diligently market the Property.

4.2 After termination of this Agreement by Owner or Broker, Owner shall pay Broker a commission as stipulated in Article 6 with respect to any purchase and sale agreement executed and delivered and closed after the effective termination date, if prior to termination, Broker is involved in pending and active negotiations for the purchase and sale of the Properties with a specific prospective purchaser(as qualified by Section 4.3 below) and the purchase and sale between Owner and the prospective purchaser is closed, as evidenced by recordation of the deed to such purchaser and receipt of the Purchase Price (as hereinafter defined) by Owner within sixty (60) days after the Owner or Broker's receipt of a notice of termination from the other.

4.3 Prior to termination, and for the purposes of preserving Broker's entitlement to a commission based upon the Broker's pending and active negotiations with a prospective purchaser at the time of termination in the event that such a Purchaser closes on the purchase of one or more of the Properties after the date of termination, the Broker shall submit to Owner a list of prospective purchasers with whom Broker claims to have pending and active negotiations. As used in this Agreement, pending and active negotiations shall mean that the potential purchaser and Owner have either executed a purchase and sale agreement that has not been terminated or Owner and purchaser have executed buyer's letter of intent, with such changes thereto as may be approved by Owner in its sole discretion.

4.4 Broker shall provide periodic, reasonable descriptions and documentation regarding pending and active negotiations with prospective purchasers.

4.5 If, within sixty (60) days after the termination of this Agreement, a sale of the Property is not closed as evidenced by 1) recordation in the real estate records of the applicable county of a valid deed, conveying fee title to such prospective purchaser, , and 2) receipt of the

Purchase Price by Owner, then Owner shall have no obligation to pay Broker a commission with respect to such transaction; with respect to any transaction with a prospective purchaser on Owner's behalf; or through another broker..

ARTICLE 5

OWNER'S PRIOR CONTACTS

5.1 Broker acknowledges and agrees that prior to the execution and delivery of this Agreement, Owner or its agents or representatives have had discussion and negotiations for the sale of the Property with those prospective purchasers set forth in Exhibit "C" attached hereto.

5.2 In the event Owner sells the Property to any of said prospective purchasers set forth on Exhibit "C", Broker agrees that Broker shall not be entitled to any brokerage commission in connection therewith.

ARTICLE 6

SALES COMMISSIONS

6.1 For the purpose of this Agreement, the term "**Purchase Price**" shall mean the purchase price stated in a purchase and sale agreement or a Long Term lease in of one or more of the Properties.

6.2 If, during the term of this agreement, the Broker was solely responsible for identifying and procuring a buyer (other than those set forth on Exhibit "C"), with respect to the sale or Long Term Lease of one or more of the Properties with a cumulative total purchase price of up to \$2,500,000, the Owner will pay the Broker a commission of \$60,000 or 4% of the cumulative total purchase price, whichever is greater.

6.3 If, during the term of this agreement, the Broker is cooperating with an outside broker representing the Buyer with respect to the sale or Long Term Lease of one or more of the Properties with a cumulative total purchase price of up to \$2,500,000, the Owner will pay the a total commission of \$90,000 or 6% of the cumulative total purchase price, whichever is greater, which commission shall be divided between the cooperating brokers in the manner agreed upon by those brokers.

6.4 If, during the term of this agreement, the Broker was solely responsible for identifying and procuring a buyer (other than those set forth on Exhibit "C"), with respect to the sale or Long Term Lease of one or more of the Properties with a cumulative total purchase price greater than \$2,500,000, the Owner will pay the Broker a commission in amount that is the lesser of 4% of the cumulative total purchase price, or \$100,000.

6.5 If, during the term of this agreement, the Broker is cooperating with an outside broker representing the Buyer with respect to the sale or Long Term Lease of one or more of the Properties with a cumulative total purchase price of over \$2,500,000, the Owner will pay the a total commission in an amount that is the lesser of 6% of the cumulative total purchase price or \$150,000, which commission shall be divided between the cooperating brokers in the manner agreed upon by those brokers.

6.6 The Broker or any other cooperating real estate broker or agent with whom the Broker has agreed to share a Commission for procuring a sale, shall be deemed to be the "procuring cause" of a sale and entitled to the commission described in Article 6 of this agreement, if 1) the County Commission, in its discretion, votes to authorize the Chair to sign a written offer to purchase or enter into a Long Term lease (as defined in this agreement) for one or more of the Properties and 2) the resulting contract for purchase is closed with a transfer of title to the Buyer. The commission payable to the Broker and, or any cooperating broker in the amount specified in this Article 6, shall be paid at the closing of the sale or Long Term lease. All commissions due under this Agreement shall be paid to Broker via wire transfer in immediately available funds to a bank account designated by Broker.

6.7 Broker acknowledges that it shall have no right to attach the sale proceeds if a dispute exists with Owner regarding the payment of a commission.

6.8 If the commission allocation of cooperating brokers is not paid at closing, provided Owner pays Broker the applicable commission set forth in Subsection 6.2 of this Agreement, Broker shall be responsible for paying the outside or cooperating broker its commission within three (3) days after Broker's receipt of its commission in accordance with Article 6 of this Agreement.

ARTICLE 7

AUTHORITY OF OWNER AND BROKER

7.1 Owner shall have the exclusive right and authority to execute and deliver letters of intent, purchase and sale agreements, modifications, and amendments thereto, and all other agreements with respect to the Property (s).

7.2 Broker shall have no authority to bind Owner to any offer, purchase, and sale agreement or other contract and Owner has no obligation to sell the Property (s) or enter into any purchase and sale agreement or other contract with any party. Broker shall only have authority to meet with prospective purchasers and, subject to Owner's approval, negotiate the terms and conditions of a proposed sale in accordance with the Sales Guidelines. The proposed terms and conditions of any proposed sale must be stated in a written proposal which shall expressly recite that the terms and conditions are subject to Owner's approval and which shall contain such other conditions and acknowledgements as Owner may require.

7.3 Broker acknowledges that Owner intends to sell the Properties "as-is," except for any specific representation and warranty that Owner may specifically agree to in a purchase and sale agreement with a particular purchaser. Broker shall not have authority to make any representations or warranties regarding the condition of the Property without the prior written consent of Owner.

ARTICLE 8
INDEMNIFICATION

8.1 Broker shall protect, indemnify, defend by an attorney approved by Owner and hold Owner harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorneys' fees and court costs, sustained and incurred by, or asserted against, Owner by reason of or arising out of Broker's breach of or failure to perform properly the duties and obligations required under this Agreement or Broker's misrepresentations or activities outside the scope of this Agreement, including, without limitation, claims for commissions by outside or cooperating brokers.

8.2 Should any claims, demands, suits, or other legal proceedings be made or instituted against Owner with respect to the sale of the Properties, Broker agrees to give Owner all necessary information and assistance in the defense or other disposition thereof.

8.3 Broker shall protect, indemnify, defend by an attorney approved by Owner and hold Owner harmless from any and all damages and liabilities arising from any incorrect material information regarding the Properties supplied by Broker to any prospective purchaser or arising from such Broker's intentionally withholding from any prospective purchaser any material information regarding the applicable Property of which Broker has actual knowledge.

8.4 Owner agrees to disclose to Broker and to prospective purchasers any and all material information of which Owner has actual knowledge regarding the condition of its Properties, including, but not limited to, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks in, or about the applicable Property. As used herein, actual knowledge of Owner means the actual knowledge of the Board of County Commissioners, the County Manager, or the Parks and Recreation Director of Brevard County, without any duty of inquiry or investigation.

8.5 Owner agrees to defend, indemnify and hold Broker harmless from any and all contractual claims, demands, liabilities and damages (excluding lost profits and punitive and consequential damages) and expenses (including reasonable attorneys' fees) arising from any intentionally-misleading and materially incorrect information supplied by Owner or any material information which Owner intentionally fails to supply of which Owner possessed actual knowledge. The Owner is not waiving sovereign immunity or agreeing to indemnify the Broker for any tort claim, tort liability or damages in tort which the Broker or its agents may have caused by reason of its negligence or a violation of a duty owed to the Owner or any other person or entity.

ARTICLE 9 **ASSIGNMENT**

9.1 This Agreement shall be binding upon the heirs, successors and assignees of the parties; provided, however, Broker not shall have the right to assign its rights under this Agreement or delegate its duties under this Agreement to any person or entity (whether voluntarily, involuntarily or by operation of law) without the prior written consent of Owner, which may be withheld in Owner's sole and absolute discretion.

ARTICLE 10 **INSURANCE**

10.1 The Broker shall be required to procure and maintain, at its own expense and without cost to the Owner, the following types of insurance. 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 the following coverage and a \$2,000,000 aggregate coverage to include Operations, Products and Completed Operations, Personal Injury, and Errors & Omissions.
- b. Auto Liability Insurance policy that includes coverage for all owned, non-owned and hired vehicles with bodily injury coverage at \$100,000 per person, per occurrence and a \$300,000 aggregate per occurrence; and \$50,000 of property coverage per occurrence.
- c. Professional Liability Insurance policy in the amount of \$2,000,000 per occurrence.
- d. Workers' Compensation Insurance at \$1,000,000 per occurrence or statutory limits required by Florida Statutes, Chapter 440, whichever is greater.

10.2 The Broker shall provide Certificates of Insurance to the Owner demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Agreement. The Certificates of Insurance shall indicate that the policies have been endorsed to cover the Owner as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the COUNTY."

ARTICLE 11 **NOTICES**

11.1 All notices under this Agreement shall be in writing and shall be served either personally, by a nationally recognized overnight delivery service, or by registered or certified mail, return receipt requested, addressed to the respective Owner and Broker as follows:

To Owner: County Manager, Brevard County Florida
2725 Judge Fran Jamieson Way
Building C, Suite C-301
Viera, Florida 32940
Attn: Frank Abbate, County Manager
Phone: 321-633-2001
Email: frank.abbate@brevardfl.gov

To Broker: Christovich and Associates, LLC
225 Beachwood Boulevard
Melbourne Beach, FL 32951
Attn: Greg Christovich
Phone: (407) 319-4653
Email: greg@christovichandassociates.com

11.2 All notices shall be deemed delivered upon (a) receipt thereof by Owner and Broker, as the case may be, in the case of personal delivery; (b) the next business day, in the case of delivery by overnight delivery service; or (c) three (3) business days after posting for delivery by registered or certified mail. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday. The addresses of the parties set forth in Section 11.1 above may be changed by written notice given in accordance with this Article 11.

ARTICLE 12

MISCELLANEOUS PROVISIONS

12.1 This Agreement represents the entire understanding between Owner and Broker and supersedes all prior negotiations, representations, and agreements between them, both written and oral. This Agreement may only be modified pursuant to a written agreement.

12.2 This Agreement and the rights and obligations of Owner and Broker shall be interpreted, construed, and enforced in accordance with the laws of the state of Florida.

12.3 Except as provided for herein, 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.

12.4 Broker shall immediately notify Owner in the event Broker or any of its licensed agents becomes the subject of any investigation or proceeding brought by any applicable licensing agency having jurisdiction over Broker in matters adversely affecting Broker's or any of its agent's license or its ability to perform any of its obligations under this Agreement. Broker acknowledges that Owner is entering this Agreement in reliance on Broker's reputation for ethical and professional conduct, Broker's experience and Broker's past performance. In the event that any such licensing agency determines that Broker has acted unprofessionally or

unethically in regards to its licensing activities, Owner shall be entitled to terminate this Agreement for cause, in addition to any other remedies available to Owner.

12.5 The Properties are offered without regard to race, creed, color, sex, national origin, or religion.

12.6 Owner acknowledges receipt of a copy of this Exclusive Listing Agreement, which Owner has read and understands.

12.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

12.8 Florida Public Records Law.

Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request and the Consultant must provide the records to the County or allow the records to be inspected or copied within twenty-four (4) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Consultant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Consultant fails to provide the requested public records to the County within a reasonable time, the Consultant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Consultant's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Consultant's possession and control, The Consultant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Consultant shall hire and compensate attorney(s) to represent the Consultant and County in defending such action. The Consultant shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MELISSA RENNINGER AT (321) 633-2046 OR AT MELISSA.RENNINGER@BREVARDFL.GOV.

12.9 Right to Audit Records.

In performance of this Agreement, the Consultant 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 Consultant in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Consultant shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and Ch. 119, Florida Statutes. All records or documents created by or provided to the Consultant by the County in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Consultant shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement and following termination of the Agreement if the Consultant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Consultant may transfer, at no cost to the County, all public records in possession of the Consultant. If the Consultant transfers all public records to the County upon termination of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

County shall have the right to inspect, audit, examine and copy, or to engage an independent certified public accounting firm, at any time, and from time to time, during normal business hours, all files, books, records, costs and expenses maintained by Consultant pertaining to this Agreement or services provided pursuant to this Agreement. Consultant shall cooperate with County and/or its independent certified public accountant in their performance of the audit. The provisions of this section shall survive the expiration date or the earlier termination of this Agreement.

12.10 Venue.

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

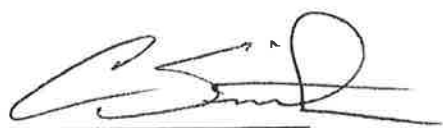
12.11 Severability/Waivers.

Any waiver of the obligations under the Agreement must be made expressly and in writing by the waiving party, using the word "waiver." Any waiver on one occasion or with respect to a particular provision shall not constitute a waiver on any other occasion or with

respect to any other provision. If any provision of the Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

SELLER:

By: 

Name: Curt Smith, Chairman

As approved by the BOCC on: 7-25-17

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

BROKER:

Christovich and Associates, LLC

By:  9.21.17
Greg Christovich
Its: President

EXHIBIT "A"
(Property Legal Descriptions)

EXHIBIT "B"

(Sales Guidelines)

LISTING PRICE:

TBD

All cash – no Seller financing

DEPOSIT:

An initial deposit of five (5%) of the purchase price with the opening of escrow and an additional minimum deposit of \$[TBD] at the end of the due diligence period.

Both initial and additional deposits become non-refundable at the end of the due diligence period and transfer to Seller per the terms of the purchase and sale agreement (s).

DUE DILIGENCE PERIOD:

maximum 45 calendar days

CLOSE OF ESCROW:

maximum 30 calendar days following the end of due diligence.

EXHIBIT "C"

Excluded Buyers:

Brevard County, Florida Golf Courses

Operations Review and Asset Assessment



Prepared by Christovich and Associates, LLC

October 13, 2017

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Section 1

Executive Summary

Courses of Action; Options and Consequences

Interim (and potentially ongoing) Management Structure Discussion

Brevard County Golf Operations – Executive Summary

Assessment Objective and Process

The purpose of this report is to summarize the observations and conclusions relative to the current physical conditions, day-to-day operations, market position, and historical and projected financial performance for the three Brevard County owned golf courses. The report will also present scenarios for the County to consider going forward as it relates to either maintaining ownership and operation of the courses or disposing of one or more of the courses, and the positive and negative impacts of each scenario. Suggested options for managing the courses in the interim, or longer-term, will also be discussed.

The observations and conclusions are the result of a six week process that included the following:

- On-site evaluations of each of the club's facilities, personnel, operating practices and procedures;
- Visits to competitor facilities in each courses' market area;
- A full review of all historical financial information;
- Individual meetings with County Commissioners and County management and staff, golf course and IGM regional management, key golf advisory board members, the Savannahs Homeowner Association Board; and the Manager of the Valkaria Airport;
- Meetings with the largest excursion tour operator at Port Canaveral, and five sales directors at the major hotels at the Port, in Cocoa Beach, and Indian Harbor Beach;
- Phone conferences with, and statistical data collection from, Brevard County Economic and Tourism Development staff;
- Full review of the National Golf Foundation Report produced on the Savannah's in 2014.

The operations assessment was deemed necessary due to continuing negatively trending financial results for the golf operations over the last several years, a mounting backlog of deferred maintenance and capital expense needs, and a general sense of uncertainty and diminished confidence on the part of the County as it relates to the future financial performance and viability of the golf courses. The situation was further exacerbated by the unexpected and untimely departure of the company that was leasing the courses from the County at the end of July 2017.

(*for the sake of brevity, this report does not include any repetition of the property descriptions, background and history contained in the NGF report, i.e. the golf course locations, when they opened, etc.)

Synopsis

Each of the Brevard County golf courses, and the three-course system overall, is in a very distressed, high-risk position in terms of overall market demand for golf, financial performance, facility conditions, and infrastructure needs. Based on our observations, data and market research, financial analysis and future projections, and the overall state of the golf industry nationally, regionally, and in Brevard County, ***it does not appear that the County golf course portfolio can ever make a substantial enough recovery to cover its operating costs and debt service, much less address the deferred maintenance and repair needs at the facilities.*** Additionally, if the existing management structure and resource levels are left in place for any extended period of time, there is a high level of further downside risk for the portfolio in terms of increasing cash losses and a worsening of the deferred maintenance. ***The 2018 budget projections in this report show a portfolio operating loss of \$537,000 without any capital improvements.***

Courses of Action; Challenges and Concerns

In recognition of the somewhat dire circumstances that the golf courses are in, the options for the County on how to deal with these assets are somewhat limited; outlined below are the options as we see them, in order of preference, and the concerns and challenges involved with each:

Option 1 - Immediate (as soon as practical) disposition of all three courses

This would likely be the best possible outcome for the County from a financial standpoint, since there would be no additional funds required for repairs and operating shortfalls (other than those already committed). The County would also be completely out of the golf operations business, something that most government entities and constituents, including those here in Brevard, agree that they do not do particularly well. Selling the golf courses to motivated, vested, long-term golf operators (or all three to a single operator) would also preserve the golf courses, likely in better condition and better operated, which would be a 'win-win' for the loyal players and residents at and around each course. A more specific strategy for this option, for the portfolio as a package sale, and for each golf course individually, will be discussed later in this report.

Option 2 – Continue to own and operate all three courses

While this is certainly the option that many of the county course loyal golfers and nearby residents have expressed a strong desire for, it represents the most costly, high-risk option financially for the county (illustrated later in this report), in an industry that has yet to reach bottom in terms of declining player participation. Perhaps the other biggest drawback with this option is the political ramifications of having the 92% of taxpayers who do not participate in golf supporting (subsidizing) the 8% who are active in the sport¹. Research shows that municipalities, counties, state park systems and other government entities are struggling nationwide with self-managing their golf courses (the majority of these operations are third-party managed, there are some relevant case articles from other parts of the country in the appendix section). In light of the worsening prognosis for golf we see tremendous financial exposure to the County should it continue operating the golf courses going forward.

¹ Source; National Sporting Goods Association

Option 3 - Continue to own all three courses and outsource them to third-party management

As in the case of Option 2, this represents the most costly, high-risk option financially for the county, made worse when an annual management fee of as much as \$200,000 to \$300,000 is added to the course-level expenses. Additionally, as was discovered with the most recent operator, a third-party lease arrangement (versus a fee management structure) is likely not a viable option. The only other respondent to the lease RFP in 2015 stipulated that the county make up-front capital improvements of \$700,000, a number that would likely be higher today.

Option 4 – Divest of just the Savannahs Course and retain and operate Spessard Holland and Habitat

It may appear initially that this option would lead to a more positive financial picture for County golf, on the assumption that Spessard and Habitat can be stabilized to self-supporting levels financially. As we will illustrate in the financial section of this report, the capital investment required to upgrade these courses, coupled with the downside risk of decreasing demand for golf, are prohibitive to any future stability, even for Spessard and Habitat. Likewise, the County would still be in a business that it likely does not belong in, and the cost of third-party management would further degrade the financial picture. Additionally, based on the feedback from golf Advisory Board members and residents at the Savannahs, this would likely not be a politically popular move and therefore be met with substantial criticism and opposition.

The disposition scenarios under option 1 are as follows:

Portfolio Sale of all three golf courses as a package

The most expeditious and lowest risk scenario for the County would clearly be to sell the interest in all three golf courses to a single buyer as soon as possible. There are a number of complicating factors with each property (articulated in the individual property sale scenario discussions), but there are some small to mid-size management companies that would certainly take a look at the courses, given the relatively and substantially discounted price for the portfolio. We would suggest marketing the interest in the courses at a price of somewhere between \$1.25 and \$1.5 million, *as-is, where-is*, all cash and a closing prior to year-end. We are not optimistic that a portfolio sale is attainable at any price but it is worth a reconnaissance effort to gauge the level of interest. A closing prior to year-end would certainly give a buyer the meat of the peak golf season to get a jump start in terms of cash flow. *In this scenario, and in that of selling the courses off individually, we do not recommend that the County spend any resources on significant deferred maintenance repairs* (i.e. cart paths, drainage, pump stations, buildings, etc.).

Sale of each course individually - Savannahs

Scenario One – Market the course to a private individual/entity

Put the course on the market, ‘as-is where-is’ prior to the upcoming golf season. The best case scenario would be to attract an owner-operator (‘mom and pop’) buyer anxious to take advantage of peak-season cash flows.

Golf courses with negative cash flows are selling at what is known as a gross revenue multipliers (**grm**) of .8 to 1.2 times gross sales. The Savannahs has been averaging roughly \$700,000 per year in gross revenue over the last four years (which does not include any measurable food and beverage revenue). If one were to assume the Savannahs revenue would be closer to \$850,000 with food and beverage, and in consideration of the extremely poor condition of the clubhouse, golf course, pump station, etc., I would list the course for no more than \$500,000, completely as-is, discounted at just under .6 grm.

The most pronounced challenges that exist currently for prospective buyers of the Savannahs is first, the original 1988 development agreement between the county and the grantor requires the property to be maintained to *'meet or exceed those standards established by the National Golf Foundation.... And in no event be less than the highest standard for any other county-owned or municipally owned golf course in Brevard County'*, and must remain a golf course, which are binding on all future owners of the course.

The current condition of the property could likely be subject to some scrutiny as to the compliance with the maintenance covenant (although the conditions at the City of Cocoa Beach Country Club and those at the two City of Melbourne courses are average at best). Second is the immediate need to restore the restaurant and bar to full operation (a full list of deferred maintenance items for each course will be presented later in this report).

That said, it is our interpretation, subject to legal confirmation, that the County can in fact sell the golf course; the covenant that requires 100% approval of the residents in the community pertains to the lifting of the covenants requiring the property to remain a golf course in acceptable condition in perpetuity.

Consideration might also be given to offering a right of first refusal (prior to going to the open market) to the HOA and community to purchase the property from the County, at which time the community could elect to either maintain the golf course, or repurpose the property into a non-golf open space. This would obviously be a very time-consuming process that would only extend the County's financial exposure, and, based on my discussions with the HOA Board, does not appear to be a viable option.

One additional consideration in the sale of the golf course to a private owner would be to deed the existing playground, tennis courts and bike path, currently County-owned, to the Savannahs community. A golf buyer would likely have no interest in operating these amenities.

Savannahs

Scenario Two – Worst case, negotiate a 'walk away' sale to the HOA at zero dollars to the County

While this scenario doesn't provide any proceeds back to the County, in the event there are no private buyers who step up this scenario would still leave the county ahead as it relates to future financial exposure, for both deferred capital expenses and future operating losses.

An amicable, negotiated walk-away would certainly be less of a political 'black-eye', and avert possible litigation, than an outright abandonment of the property, which would result in the reversion of the property back to the original HOA and community.

It would certainly be worth having a discussion with the HOA as to their options for the property going forward, in terms of repurposing the property into an alternative use open space (i.e. walking trails, fishing ponds, dog parks, etc.), and converting the existing clubhouse to more of a community center, which might include some form of one-time grant from the County to fund a portion of the repurposing, removal of golf fixtures and signage, etc.

It is important to note that it is estimated that property values decline an average of 30% in cases where golf courses close and are allowed to go fallow. In the event the Savannahs were to be abandoned, the impact on property tax revenue back to the County is estimated to be roughly \$250,000 per year. (275 residences @ an average of \$3,000 in taxes reduced by 30%). In the case of a maintained repurposed open space, property values would likely not suffer much in the way of reduced market value, thus fully preserving the tax base.

Spessard Holland

Scenario One – Market the golf course to a private individual/entity

Spessard Holland clearly has the highest market value of the three courses in terms of a sale to a private entity or individual. The golf course is in relatively good condition, is in a decent location and balanced competitive marketplace, and maintains a reasonably stable market share, an established brand, and loyal following (Spessard has the highest number of annual passholders and discount cardholders of the three). Despite our somewhat pessimistic outlook for the golf industry in general, we believe the current pool of golf course buyers, mainly sole proprietor, experienced golf operators interested in owner-operator opportunities, would find Spessard attractive.

The golf course does have a moderate level of deferred maintenance (covered later in the report), which would likely be factored into a discounted purchase price, but using the grm valuation method on average annual revenues of \$925,000 (without food and beverage, so upgraded to \$1,075,000 with F&B), we would list the course for sale somewhere in the \$850,000 range, a grm of just under .8.

There is also a deed restriction on the property that requires the property to remain a ‘park’ (which includes the current golf course use), but we feel at least preliminarily that a golf course buyer would not be dissuaded from a purchase given they would be operating the golf course into perpetuity.

Spessard Holland

Scenario Two – Market the property to a developer for potential partial or total alternative use (i.e. commercial, retail, multi- or single-family residential, or mixed use)

While this scenario might appear attractive to the county in terms of the value of the property, the deed restriction is very clear that the land reverts back to the Federal Bureau of Land Management (BLM) if it ceases to be used for park/golf course purposes.

I spoke with a large private equity group that I have worked with in the past about the prospects of obtaining BLM consent to have the deed restriction removed, and he indicated that it would be extremely difficult, if not impossible to achieve, and in any case would take years to accomplish. Any such sale to a developer would likely be contingent on the removal of the deed restriction, which would only serve to tie the property up for an extended period of time. Either way, and even if the County were to attempt to negotiate a new deed with BLM prior to putting the property up for sale, the time spent in undertaking this effort does not solve the issues of financial risk and the County remaining in the golf business for an extended period of time. We reached out to the BLM in Washington DC to discuss the prospects of removing the deed restriction but have not yet heard back from them.

Habitat

Habitat is actually the most complicated of the three courses in that it is a lease between the County and the Valkaria airport (which is also run by Brevard County), that has just seven years remaining on the current lease (the original term was 30 years).

Additionally, according to airport Manager Steve Borowski, any sale of the leasehold would need to be approved by the airport authority and likely the FAA (the FAA and Department of Defense technically have rights to the land), and any proceeds from a sale of the Habitat lease would apparently go to the airport (as opposed to paying off the remaining golf courses' debt of approximately \$1.4 million, which is owed to Brevard County Solid Waste and is being paid off by the County general fund; the golf course debt was paid off by Solid Waste in 2015).

The other complicating factor in the lease is a provision that calls for a 'fair market value' rent adjustment on the property, which would be triggered upon a sale and/or renewal of the lease. The risk in this provision is that if the property is appraised at an exorbitantly high number (i.e. as developable land), the rent (at 10% of appraised value) would be cost-prohibitive to the golf operation.

That said, an individual or entity may be willing to pay something for the remaining seven years on the lease, probably on the basis of the net present value (NPV) of the forecasted cash flows. For example, if the course was projected to cash flow \$100,000 per year for the next seven years, the NPV today at a discount rate of 10% would be \$577,000. If the Airport would be open to a sale/assignment of the lease at a reasonable rent rate (which is currently \$84,000 per year), we could certainly attempt to market the lease as-is, knowing that the proceeds would go to the airport authority.

Another scenario would be to renegotiate the terms of the lease with the airport now to extend the term for at least 20 years at an acceptable rent rate, and market the new leasehold for sale. While an extended lease at an acceptable rent rate would certainly be more marketable to a buyer than the present leasehold, this scenario would involve a fairly lengthy and protracted time commitment, and much like the Savannahs and Spessard scenarios, would keep the County in the golf business with continued financial risk and exposure.

Probably the best-case scenario for the Habitat would be to negotiate an early termination of the lease between Parks and Recreation and the airport authority, and simultaneously assist the airport authority in finding a new tenant for the golf course operations.

While this scenario, like the Savannahs 'walk-away' scenario, doesn't provide any proceeds back to the County, this would still leave the county ahead as it relates to future financial exposure, for both deferred capital expenses and future projected operating losses.

One other note on the Habitat; the golf course property can be redeveloped into some other use, and the airport director suggested that a 'fly-in' residential community could be an attractive and appropriate alternative to the current golf course use. We reached out to several private developers to gauge their interest in undertaking such a project, and the response was lukewarm at best, mainly due to the property location.

Interim (and potentially ongoing) Management Structure Discussion

Regardless of the action taken by Brevard County relative to the golf courses, there remains the issue of how to best operate and manage the golf courses in the meantime. The courses are currently being operated on a month-to-month arrangement with Lakeland-based International Golf Maintenance (IGM), whereby they are paid a lump sum amount of approximately \$200,000 per month for expenses associated with the operations. IGM provided golf course maintenance services for over 20 years prior to the County leasing the courses in 2016.

While IGM is certainly a good fit in terms of golf course maintenance services, there is some concern that their oversight and direction of the other aspects of the operations (i.e. accounting, marketing, rate and tee sheet management and utilization, food and beverage, staff training and service standards, etc.) may not be in their resource skill-set. This, coupled with the lack of experienced, professional, senior leadership at the facility level (we would classify the current course managers as more of assistant, junior management) could expose the courses to further rounds and revenue declines, service and facility inconsistencies, expense inefficiencies in day to day operations, and a lack of adequate security, safety and cash/inventory control. This was evident during some of our on-site visits and will be discussed later in this report.

Given the need for additional operational oversight until such time as the County makes a decision on what to do going forward, there are a couple of options on how to address this need as follows:

- Request that IGM either hire a golf operations manager to oversee the non-maintenance operating functions, or contract that work out on a temporary basis (and increase their monthly fee accordingly). The latter would likely be a more appropriate option, particularly if the decision is made to dispose of/exit the golf course operations in the near-term, due to the difficulty in recruiting an individual for what would be a temporary assignment. On a related note, we do not believe that Parks and Recreation has the available bandwidth to fulfill this role; the only individual in the Department with the requisite golf experience is the Department Director, and the golf operation would basically require that individual's full-time attention.
- The County could also consider retaining IGM for golf course maintenance, while contracting out the interim management of the non-maintenance functions. This would address the interim need for additional resources, and could also provide for some oversight of IGM as it relates to their services.

- The 2018 budget projections include a \$4,000 per month fee to IGM per course, and a \$3,000 per month consulting/management expense per course for non-maintenance oversight.
- Another option would be to immediately distribute an RFP for full-service management of the golf courses, with a provision that the management agreement (s) terminate upon the sale/exit of each golf course. The challenge with this option is that most of the larger management companies require contract terms of three to five years with penalties for early termination. There are however, a number of smaller firms, (including ours) that provide interim management services in situations like these. ***The County should be prepared for the very real possibility that the courses do not sell prior to the start of the coming high-season, which would delay the disposition likely until next fall,*** which would give a management company at least a one-year term.
- The concern with not having an additional resource to serve this function is that there will be missed revenue/rate management and expense efficiency opportunities, inconsistent service and facility conditions, and a lack of financial accountability and reporting necessary to develop, monitor and manage budgets, marketing plans, and oversee cash flow management, property safety and security, etc.

As will be pointed out in the financial section of this report, it is critically important to have a full accounting of all line item expenses going forward for management, accountability, and reporting needs. Just as important is the need for this information to disseminate to prospective buyers, who would require this information as part of their due-diligence.

As will be illustrated in the cash flow projections, and taking into consideration the existing cash balance at the end of September in the golf operating accounts, the operations will actually be cash positive until July of 2018 (see page 23).

Section 2
Key Findings and Observations

Key Findings and Observations

The following observations, which will be illustrated and described in more detail throughout this section, represent the fundamental challenge areas for the County Golf Courses; it should be noted that *the observations in this report are not intended to be critical of current or past management*, but will be useful to the County and management (and/or new owners) in understanding the challenges and opportunities in the operations in stabilizing the operations in the near-term.

It should be noted that despite the somewhat chaotic environment, IGM and the individual management and staff at each course have been very cooperative and are doing their best under the circumstances. It was no small feat to transition the courses to new management and keep them operating.

National and regional golf participation statistics show that the number of golfers in the U.S. has declined by nearly 24% since 2003, and over 5% in the last two years alone*. As a result, courses have closed at a rate of close to 200 per year (less than 20 new have opened since 2010). Brevard County golf operations likewise have trended negatively in rounds of golf, gross revenues, revenues per round, and net cash flow during this same period.

** Source: Pellucid Corporation Golf Data Analysis*

Contrary to comments that a lack of marketing effort by County and golf facility staff has contributed to the downturn at the facilities, numerous initiatives were undertaken over the past three years (much of those efforts followed the NGF report recommendations in 2014) and produced very little in the way of results. While rounds increased in 2015 and 2016, revenue per round continued to decrease, translating into less gross revenue overall. As the golf demand 'pie' gets smaller, golf courses have generally resorted to discounting to 'steal' (and not necessarily 'grow') market share; this has certainly become prevalent in this market, as was noted by the NGF three years ago.

Management inconsistency and turnover (at the golf course level as well as at the County level) over the years led to a lack of leadership continuity and consistency in the golf system overall and at each golf course. Additionally, as the golf courses began to slide financially with the onset of the real estate crisis and recession, the oversight mentality became one of cost-cutting, micro-managing expenses, and a host of restructuring measures to reduce overhead, much of it at the expense of course and facility conditions.

There is a moderate to significant level of deferred maintenance and capital improvement needs at each facility that have continued to adversely impact the operations, both qualitatively and financially, and the market value of the assets.

There does not appear to be any formal budgeting or business planning process in place, and very few systems or tools are being used to measure, manage and evaluate revenue metrics and trends, marketing program results, and labor and operating expense controls. Financial reporting, while 'above board' in terms of adherence to acceptable accounting principals, has never been in a format that lends itself to an appropriate level of managerial accounting that is standard in the golf business.

The physical facilities and overall guest service experience are below expectation, particularly at the Savannahs but evident at the other two facilities as well, relative to their historical brands and what can be found elsewhere in what is a highly competitive golf market.

Management (both at the club level and by management company regional support personnel) needs to be much more hands-on and detail-orientated in terms of front-line staff and guest interaction and the service experience, maintaining consistency in golf course and facility conditions, and training and directing staff toward a more professional hospitality environment.

Marketing and guest-relations efforts should consist of more locally-based, grass-roots, and measurable initiatives; efforts such as these are hallmarks of successful owner-operators in the golf industry.

The operations require a much more intensive and urgent focus on managing the highly seasonal nature of the demand market in Brevard County, in terms of the organizational (personnel) structure of the operation, labor scheduling and expense efficiencies. Likewise, weekly (and often daily) adjustments in labor and resource allocation, and marketing efforts, should be in place to adapt to demand fluctuations, weather, competitive influences (i.e. rates), and market influences (i.e. local events).

While we are by no means implying that the County can make any significant headway financially in addressing many of the operational concerns, the facilities still need to be managed more effectively to prevent further market share loss, rate and revenue erosion, and lost loyalty/goodwill. Again, no disrespect to current management, and with no intent to pile on in what has certainly been disaster-mode following the management company departure, a major hurricane and record rainfall. But, day-to-day operations, facility cleanliness, staff presentation, and a checklist mentality need to be put in place fairly soon, particularly if a quick sale/exit doesn't happen. There also needs to be some effort made near-term in cleaning up cart buildings, clubhouse storage and service areas, the golf maintenance yards and buildings (including fuel tanks and other potential hazardous areas) and any other areas that need to be more presentable for prospective buyer visits.

A few specific operational observations included a lack of a staff uniform standard (at least one employee was working in flip-flops, no-one had nametags), lack of product (beer and alcohol), trash in the parking lots, staff reading books and playing puzzles (they could have been directed to do something else, or sent home), it took almost three weeks to repair a deep and unsafe pothole in the main entry driveway at one of the other clubs.

Two of the courses were closed for play on a sunny Saturday and it probably would have made sense to keep the golf shop staff there at least through mid-day to answer phones. At the Savannahs, a group of pre-scheduled cruise passengers showed up to play and no-one was there to take care of them (the golf shop attempted to call the ship that morning but they had the wrong phone number). Several cars pulled up to the gate at the Habitat on that same afternoon; perhaps some sort of a range ball/beer special might have at least paid the labor cost to open the shops for the day and build some goodwill.

Additionally, there is something to be said for re-establishing some of the past programming at the courses, such as golf clinics, an event calendar for annual pass and discount card holders and any other programs to rebuild some loyalty and create some fun.

Following are some illustrative photos from each facility:



The fuel tanks at Savannahs and Habitat should be painted and the containment areas cleaned out (Spessard has no fuel tanks). Removal of damaged fencing (from Matthew a year ago) would help the maintenance area presentation at Savannahs



Cleaning and Organizing areas like these would improve presentation as well, money (labor) was added to each maintenance budget to allow for this



Most of the alarm systems at the clubs are reportedly not working, none of them are apparently being monitored by a third-party service either, this employee break room should be cleaned as well



All of the golf course irrigation pump stations are in very poor condition, and are in need of some sort of cover structure, all of the courses also have some major cart path issues, especially Savannahs



Most of the golf course restrooms need a thorough cleaning at a minimum, The bunkers at Savannahs and Habitat need completely rebuilt eventually



Surprisingly (and thankfully) the greens at all three courses are in decent shape and were aerified the week of October 9th. The driving range tees at Savannahs and Habitat were in good condition as well (Spessard has no range)



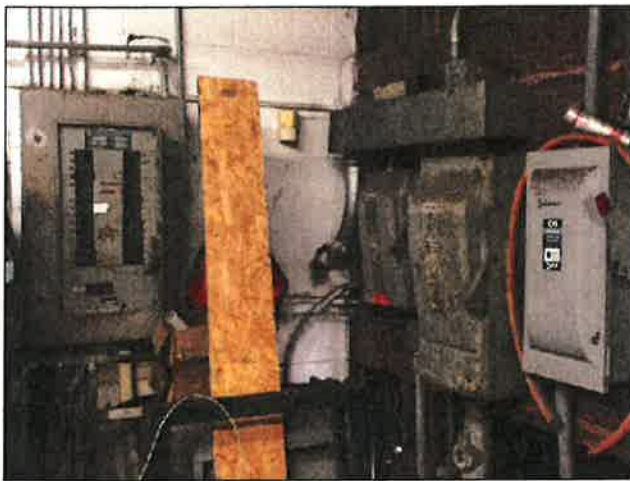
All three maintenance facilities need to have material leaks and spills addressed immediately
The torn out bar at Savannahs could be problematic to a sale



Many of the drainage issues at Savannahs and Habitat would cost hundreds of thousands to repair due to the low elevations in many areas. Standing water and the relatively native locations of these two courses lead to severe mosquito issues in the wet season.
The Savannahs is somewhat notorious in the market for its mosquito population.



The golf carts at all three courses are new in 2016; they are leased month to month from Yamaha by IGM. The tees at Savannahs and Habitat are in very poor shape weed and pest-infested and will reportedly be overseeded for the winter



All of the maintenance buildings have electrical and infrastructure issues, leaks, potentially termites; Spessard Holland maintenance is probably in the worst shape



The roof leak at Savannahs should probably be addressed immediately, all three of the courses have submersible pumps to assist with course drainage; none of them reportedly are working



The sand bunkers and drainage (under normal conditions) at Spessard Holland are good
This storage building near cart storage should be removed



Mole Crickets have caused quite a bit of turf damage at the courses, particularly Spessard Holland.
This service area needs to be cleaned of trash and debris, accumulated there long before Irma

Additional Day to Day Operations Commentary

As stated previously, day to day operations could not be evaluated fairly and objectively in light of the circumstances (the courses were closed for an extended period of time as well after Irma, and it is still 'off-season') but the following are some additional observations of value going forward (most of this was inherited by IGM obviously):

Golf Operations

- Generally positive phone and check-in experience
- Guest interaction, engagement, upselling is weak (needs to be GM driven)
- No system in place in point of sale to verify whether or not guests are passholders (they are issued a membership card but on more than one occasion guests were given the discount rate without presenting their card (they 'lost' or 'forgot' it)
- Additionally, the customer databases are very incomplete in terms of phone, email and other contact information, very important in terms of tracking rounds activity, lost customers, zip codes and other valuable information
- The clubs email subscriber lists are in control of a third-party (*GolfNow*) and should be retrieved at some point in the event the courses move away from *GolfNow*; a definite consideration
- Golf shop inventory is lacking and needs to be addressed prior to season, to at least stock

- staple items such as balls, gloves, sunscreen, mosquito control, and some limited, moderately priced caps and shirts
- Annual pass materials and posters are from last year and previous management, marketing collateral in general is non-existent
- The club phone systems need to be addressed at all three courses to provide live calls to the clubs; they are currently routed through a central call center with GolfNow, which is a missed opportunity to engage callers personally, get a sense of their rate perception, where they are from, etc. The phone system at Spessard Holland was down for almost two weeks.
- Also appears to be some opportunity in better utilizing the tee sheets. Staff reports that a number of twosomes and individual players are sent out in prime periods and efforts should be made to pair these players up whenever possible. No-shows and short-shows are also an issue that needs to be addressed (the Melbourne City courses charge a \$20 no-show fee).

Outside Services

- Outside operations staffing is an opportunity, to reduce staffing levels during slow times, mobilize staff on projects when not busy, re-deploy to cleanup projects
- While cart staging, storage and operations appeared to be fairly organized and well-run, there was no evidence of a regular and preventive maintenance program for the golf carts.
- We really could not gain a sense of any meaningful information relative to golf cart utilization due to the closures and low play volumes. However, management reports that golf rounds utilizing golf carts account for almost 100% of play at Savannahs, 95% at Habitat, and 90% at Spessard Holland.

Golf Course Maintenance

- Much of the equipment at the courses is now leased through IGM; these leases should probably be assumed by the County at some point so they can in turn be assigned to buyers in the event of a sale of the courses.
- Sand bunker conditions at Savannahs and Habitat are in dire of need of some restoration and increased maintenance frequency. While we do not suggest any major repairs, additional manpower and equipment is included in the budgets to at least make them more presentable
- As mentioned previously, all of the maintenance facilities are in need of cleanup and organization.

Food and Beverage

- Staffing levels and menu at Spessard was over-positioned for current business volumes. A 'Grab and go' station in the golf shop (coffee, muffins, fruit, beverages) would have sufficed, at least on slow days and during the off-season; this should be a consideration at all three courses. During my visit to Spessard on September 21st, there was just \$8 in hot food sales for the day, most if not all of the food and beverage for that day could have been vended out of the golf shop, saving \$100 in labor cost.
- On three separate occasions I purchased lunch for cash at Spessard Holland and I was not offered a receipt, nor could I tell if all the transactions were being rung up properly. ***We would strongly recommend the addition of security cameras at the golf and F&B registers, back docks, and fuel tank areas at the maintenance facilities.*** Also, periodic (daily if possible) inventories should be taken in the golf shop and bar/restaurant and a designated manager on duty should perform the daily lockdown of the facilities to ensure a safe and secure closing of the property. Cash drops should also be dual verified at the end of shift, and bank deposits should be dual verified each day by the regional controller and corporate senior management.

Online Customer Feedback

- The appendix section at the end of the report contains some recent customer feedback from each course, worth a quick look and no real surprises.

Section 3
Financial Analysis
Budget Projections

Financial Analysis

When measured against year-over-year rounds played statistics for the like markets in Florida (as reported by Golfdatatech, a national and regional golf data collection service, see appendix), Brevard County Golf has under-performed in rounds played versus the Florida region in six of the past seven years, the only year the County out-performed the regional benchmark was in 2014-2015, the year after Savannahs underwent its irrigation system replacement. The rounds played data is also on the table on the following page.

Also illustrated on the following page, rounds, revenue and net operating income (NOI) performance have steadily declined at the County golf courses over the last five years. Reported rounds in the fiscal year ending 9-30-17 were just over 100,000 for the three courses combined, down almost 9% since 2012. Total revenues for the most recent fiscal year were reported to be just under \$2.6 million, down 11% since 2012. Average revenue per round has decreased over the same period by almost 19%.*

* Rounds and revenue figures were pulled from the golf course point of sale systems for 2017; there are no financial statements to support these numbers due to the management change on 7-31-17.

Net operating income was slightly positive in three of the past five years (in 2013, '14 and '16), but this was due in large part to the drastic operating expense reductions that began in 2013 and continued through this past year. Expenses since 2013 have been reduced by a cumulative 22.3%; from \$2.94 million in 2011 to just over \$2.2 million in 2016 (there is no auditable reliable expense data for fiscal 2017).

It should also be noted that during those years that were at or above break-even, there were no cart and equipment leases (as is the case now), and no overhead costs were allocated to the golf courses for County staff time dedicated to the golf courses. This would have included a good percentage of the Parks Department Director's time after the elimination of the golf manager position in 2010, as well as that of the two Parks accounting staff, as well as County finance, which were collectively performing all of the accounting functions for golf. The courses also had a large complement of volunteer labor, also at no 'cost' (other than complimentary golf) to the facilities.

Due to the lack of departmental detail in the financial reports produced by the County, complicated by the fact that no line-by-line expenses were collected from IGM (only the lump sum payments), we were unable to perform any historical departmental expense analysis, ***the budgets in the following section are the recommended formats for financial reporting going forward.***

Suffice it to say that had the courses been regularly replacing carts and equipment, allocating County overhead to the courses (the equivalent of a 'management fee') and spending the required amount of capital on deferred maintenance and repairs, the losses would have been significantly higher. Total capital expenses and major repairs since 2012 were \$150,127 system-wide (excluding the irrigation system replacement at Savannahs in 2013), less than 1% of gross revenue. These costs were mainly for AC and ductwork repairs at the three courses, and a golf course restroom roof at Spessard. The industry standard is 2-3% of gross revenue for facilities under 15 years old 4-6% of gross revenue for facilities older than 15. Total deferred maintenance (which is detailed out in the budget section of this report) at the facilities today is estimated to be ***roughly \$1.8 million.***

There are no reserves available to cover any of these expenses; the \$705,000 that was allocated to IGM expenses in mid-July of this year was reportedly all that remained in what was the 'golf reserve fund'.

That said, the fundamental challenges and adverse dynamics associated with the facilities, the market, and the state of the golf industry overall would not be any less challenging today, regardless of how the courses were operated, resourced, and managed in the past.

Brevard County Golf System Financial Summary												
Total Rounds Played 2010-2018												
	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	Budget FY2018			
ROUNDS PLAYED												
Savannahs	34,987	30,790	28,764	26,303	22,834	28,052	27,570	27,211	26,378			
Habitat	39,964	36,557	38,006	34,351	35,629	37,098	39,754	38,103	37,205			
Spessard Holland	47,371	42,475	41,752	41,080	37,346	39,297	37,115	34,819	33,001			
System Overall	122,322	109,822	108,522	101,734	95,809	104,447	104,439	100,133	96,584			
Annual % Change												
Savannahs	-12.0%	-8.5%	-6.6%	-8.6%	-13.2%	22.9%	-1.7%	-1.3%	-4.3%			
Habitat	-10.3%	-1.7%	4.0%	-9.6%	3.7%	4.1%	7.2%	-4.2%	-6.4%			
Spessard Holland	-10.2%	-1.2%	-1.7%	-1.6%	-9.1%	5.2%	-5.6%	-6.2%	-11.1%			
System Overall	-10.2%	-1.2%	-1.2%	-6.3%	-5.8%	9.0%	0.0%	-4.1%	-7.5%			
Golf Data Tech - Florida	4.5%	1.3%	0.7%	0.7%	-2.0%	1.7%	-5.6%	1.0%				
**NDT thru Aug 2017												
Revenue Per Round												
Savannahs	\$27.98	\$28.63	\$29.40	\$29.40	\$28.50	\$25.83	\$22.06	\$25.25	\$25.45			
Habitat	\$29.95	\$28.54	\$29.44	\$29.44	\$27.25	\$27.78	\$23.86	\$28.33	\$27.41			
Spessard Holland	\$22.66	\$22.57	\$23.33	\$23.33	\$24.62	\$23.71	\$18.87	\$23.62	\$25.79			
System Overall	\$26.58	\$26.27	\$26.96	\$26.96	\$26.52	\$25.72	\$21.61	\$25.86	\$26.32			

Brevard County Golf System												
Total Facility Revenue & Expenses 2010-2018												
	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	Budget FY2018			
Savannahs												
Total Revenue	\$861,655	\$823,376	\$773,205	\$650,723	\$724,602	\$608,270	\$687,146	\$671,312	\$671,312			
Total Expenses	991,418	967,599	877,218	795,137	818,085	729,746	n/a	963,932	963,932			
Savannahs Net Operating Income	(\$129,763)	(\$144,223)	(\$104,013)	(\$144,414)	(\$93,482)	(\$121,476)		(\$292,620)				
Habitat												
Total Revenue	\$1,094,934	\$1,084,780	\$1,011,135	\$970,735	\$1,030,399	\$948,471	\$1,079,552	\$1,019,953	\$1,019,953			
Total Expenses*	1,067,698	992,714	966,155	925,992	1,055,940	795,264	n/a	1,098,152	1,098,152			
Habitat Net Operating Income	\$27,236	\$92,066	\$44,980	\$44,742	(\$25,541)	\$153,208		(\$78,199)				
*Habitat was expensed \$105,000 in 2015 for cart batteries for												
Spessard Holland												
Total Revenue	\$962,445	\$942,422	\$958,296	\$919,293	\$931,691	\$700,505	\$822,429	\$851,119	\$851,119			
Total Expenses	884,227	893,108	806,829	771,172	840,249	691,466	n/a	1,017,721	1,017,721			
Spessard Holland Net Operating Income	\$78,218	\$49,314	\$151,467	\$148,121	\$91,443	\$9,039		(\$166,602)				
System												
Total Revenue	\$2,919,034	\$2,850,578	\$2,742,636	\$2,540,750	\$2,686,693	\$2,257,246	\$2,589,127	\$2,542,384	\$2,542,384			
Total Expenses*	2,943,343	2,853,421	2,650,202	2,492,302	2,714,273	2,216,475	n/a	3,079,805	3,079,805			
System Net Operating Income	(\$24,309)	(\$2,843)	\$92,434	\$48,448	(\$27,581)	\$40,771		(\$537,421)				

no complete operating expense data available for 2017

2018 Budget Projections

The following assumptions and related materials will illustrate an optimal required budget and business plan strategy for 2018 as follows. These assumptions will obviously need to be taken into consideration in the event the golf courses remain in County control for an extended period of time:

- Improve day-to-day golf course conditions and service consistency to stabilize price-value equilibrium and player loyalty in the market, and to put the clubs in presentable, safe and environmentally sound condition.
- Increase management salaries to attract a better talent level at each course. Increase golf course maintenance labor appropriately while utilizing efficient scheduling of all labor during peak and off-peak, and inclement weather and lower-volume periods.
- Refocus marketing efforts and operational priorities on the key revenue elements, which are ***golf rounds, and rate and tee sheet optimization and utilization***, with annual passes, merchandise, food and beverage, and instruction taking on an appropriate, but secondary, priority.
- ***Note, we do recommend that the courses offer the annual pass and discount card programs prior to year-end. In the event of a sale of one or more of the courses after the passes are sold, the proceeds can be credited to the buyer (s) at closing, or the money refunded to passholders.*** This can be communicated to customers when the passes are launched to motivate them to renew. This is a critical \$153,000 (plus the incremental cart and green fee revenue) cash infusion prior to year-end, not to mention the market share capture.
- It is critically important to adopt a new financial reporting format to better track all revenue and expense line-items, including those of IGM's side of the books.

Year-one budget assumptions

Note that the projections are dependent on the timing of the management transition, recovery of golf course conditions, and implementation of marketing initiatives and operating structure changes. ***While the 2017-2018 projections assume an October 1 start date, obviously some of the expense assumptions (i.e. management salaries, management fees, golf maintenance staffing levels, etc.) will depend on the timing of County action and to what extent the actual budget assumptions are implemented, if at all.***

Rounds

Rounds for the three clubs are projected to decrease by 4% in 2017-18 as a result of continued demand erosion, oversupply and some lost loyalty that will take an extended period of time to recover, if that is even possible.

Annual pass and discount card rounds assumed static to prior year due to flat demand are anticipated and all three properties.

The rounds in the 2018 budgets still need to be broken down by player category (i.e. weekday, weekend, passholder, discount holder, etc.); this effort really needs to be undertaken by course management at some point for the sake of accuracy.

Rates and Revenue Per Round

Proposed rates for each of the courses will be presented in the competitive market discussion, for purposes of budgeting, average revenue per round for golf was assumed flat to prior year, with some incremental revenue per round budgeted in food and beverage at each course (these operations have historically been outsourced to a third party)

At some point in time, sooner than later, the arrangement with GolfNow (as it relates to their trade time pricing) needs to be addressed; these times, for which Golfnow receives 100% of the revenue are being sold well below market rate (as little as \$9 per player in many cases), and many of those players who purchase these times are regular players who would very likely be playing anyway.

Total Revenue

Total revenue decreases system wide from 2017 to 2018 by 1.8% due to the decrease in rounds played, offset somewhat by the increase in food and beverage revenue.

Ancillary Revenues

Merchandise per round is projected at \$1.14 per round, minimalist approach to merchandise with value-priced staple golf items, logo hats, apparel, and accessories

F&B per round is projected at \$2.42 per round; re-focus on beverage and convenience items during off-peak and off-season.

Marketing

Management Company/consulting provides sales and marketing support included in mgmt fee. Advertising in the amount of \$7,500 per club has been allocated for local marketing efforts mainly for coupon books, chamber and community activities, website and social marketing assistance, and other targeted efforts

Golf Operations

Each facility is budgeted for a General Manager (GM)/Director of Golf (D.O.G.), who is expected to work 4 golf shop shifts per week in the off-season, 3 shifts per week in-season. GM/D.O.G. salary proposed at \$60k per club. PGA Dues paid by the club

One full time assistant golf professional position at each course to assist with event bookings, merchandising, golf clinics, etc., works four shop shifts per week

Two part time shop staff, four part time outside services/starter/ranger staff (cross-trained in all three functions). Note that cart/ranger/starter shifts are shorter in off-season/off-peak periods (i.e. mid-day low volume coverage gaps)

Golf Maintenance

Superintendent salary proposed at \$60k. GCSAA dues paid by the club

Superintendent expected to cover maintenance shifts year-round, but particularly in summer/off season

One each full time mechanic at each course proposed at \$12 hr that will also operate equipment particularly in off season.

Six full time laborers at each course in season with three transitioning to part time during fall/winter.

Food and Beverage (F&B)

Hours of operation and menu are scaled back beginning May 1 to serve a limited lunch menu (hot dogs and prepared sandwiches. Budget calls for a single employee to staff the F&B operation during off-season. In the event a 'bundled' F&B strategy (included in green fee) gains substantial traction, the hours and menu can be expanded.

During peak-season (November-April) two staff members will be utilized to handle increased demand.

Other

Payroll tax: 14% Workers comp: 2% Health Ins: \$235/mo *

Sample labor schedules are included in the actual budget workbooks, which will be provided to County staff under separate cover. (*Actual County employee costs could vary)

Other Operating Expense Notes

Marketing

See budget detail worksheet in appendix for marketing expense backup, \$7,500 per property is budgeted for local advertising efforts.

Golf Operations

Total golf operations expenses are budgeted to increase at all three properties due to adding \$42k per club for annual cart lease

Food and Beverage (F&B)

Expenses are budgeted to increase in F&B due to bringing those operations in-house.

Golf Maintenance

Total golf course expenses will increase based on realistic projections for increased chemical applications and fertility programs. Additionally, maintenance equipment leases are budgeted at \$96k per course (this is IGM's reported lease payment to the vendors, but needs to be verified).

Increases to labor force to appropriate levels are also required for improving conditions.

Contract labor – We also budgeted for \$4k monthly maintenance to cover the current IGM management fee.

Occupancy

Created a new department for building expenses (utilities, repairs, etc.) not allocated to F&B, golf operations, and golf maintenance.

Management Fees

Management fees are budgeted at \$3,000 per month; if a full-service management option is undertaken, this plus the \$4,000 IGM fee should be sufficient to attract a capable management company

Capital Improvements

Recommended capital improvements, limited to bare necessities in year one to address some of the more urgent needs at the courses. *One suggestion that has merit is to add on a surcharge to pay for and establish a reserve for capital improvements, perhaps a \$1 or \$2 fee added to each green fee, dedicated only for capital expenses, this was not included in the budget projections.*

The 2017-2018 summary and detail budgets, a three-year summary proforma, and the capital improvement estimates for each course are on the following pages.

**Brevard County Golf Courses - Consolidated
2018 BUDGET SUMMARY**

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
Total Rounds	5,570	8,724	8,255	10,596	11,260	12,658	9,840	7,215	5,453	6,135	5,675	5,203	96,584
Avg. Rev/Round - Overall	29.42	28.66	28.66	28.34	28.40	28.55	24.44	22.11	22.74	22.47	22.60	23.12	26.32
Avg. Rev/Round - Golf Course	22.78	22.87	22.79	22.80	22.93	23.22	18.85	16.03	16.08	16.10	16.05	16.31	20.42
Avg. Rev/Round - Merchandise	1.15	1.13	1.14	1.14	1.13	1.14	1.12	1.10	1.11	1.10	1.10	1.17	1.13
Avg. Rev/Round - Other Golf	0.75	0.77	0.76	0.76	0.78	0.76	0.75	0.80	0.78	0.78	0.79	0.73	0.77
Avg. Rev/Round - Food & Beverage	2.43	2.42	2.42	2.43	2.42	2.42	2.41	2.40	2.41	2.40	2.40	2.44	2.42
Revenues													
Memberships	12,814	12,814	12,814	12,814	12,814	12,814	12,814	12,814	12,814	12,814	12,814	12,814	153,773
Golf Greens Fees/Carts	126,900	199,509	188,152	241,625	258,168	293,859	185,501	115,628	87,708	98,766	91,100	84,887	1,971,801
Merchandise	6,424	9,890	9,378	12,116	12,768	14,456	11,026	7,969	6,062	6,771	6,236	6,102	109,197
Other Golf	4,180	6,726	6,244	8,018	8,801	9,629	7,429	5,752	4,280	4,810	4,503	3,788	74,160
Food & Beverage	13,545	21,109	19,973	25,697	27,262	30,689	23,697	17,328	13,117	14,721	13,603	12,713	233,454
Total	163,863	250,047	236,561	300,271	319,812	361,447	240,468	159,491	123,981	137,882	128,256	120,304	2,542,384
Cost of Goods Sold													
COGS - Merchandise	4,497	6,923	6,564	8,482	8,937	10,120	7,719	5,578	4,243	4,740	4,365	4,272	76,440
COGS - F&B	5,182	8,077	7,644	9,834	10,428	11,742	9,068	6,629	5,017	5,631	5,201	4,866	89,319
Total	9,679	15,000	14,208	18,316	19,365	21,862	16,787	12,207	9,260	10,371	9,566	9,138	165,759
Gross Profit	154,184	235,047	222,353	281,955	300,447	339,585	223,681	147,284	114,721	127,511	118,690	111,166	2,376,625
Operating Expenses													
Marketing & Membership	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	2,175	26,100
Golf Operations	49,995	59,734	61,233	62,133	61,233	84,147	62,133	45,096	46,596	45,996	60,690	46,596	685,582
Course Maintenance	140,704	123,841	128,040	119,340	122,040	143,983	129,643	128,443	128,343	130,143	146,867	128,643	1,570,030
Food & Beverage	15,313	15,693	15,693	15,893	15,693	22,490	15,893	8,605	8,605	8,805	11,861	12,275	166,821
Occupancy	11,040	11,040	11,040	11,140	11,140	11,340	11,340	11,240	11,140	11,040	11,040	11,040	133,680
General & Administrative	18,594	18,976	18,686	21,556	20,476	21,371	20,270	17,029	16,266	18,064	16,358	16,187	223,832
Total	237,822	231,459	236,867	232,237	232,857	285,506	241,454	212,588	213,125	216,224	248,990	216,915	2,806,046
Net Operating Income	(83,638)	3,588	(14,515)	49,717	67,590	54,080	(17,774)	(65,304)	(98,404)	(89,713)	(130,300)	(105,749)	(429,420)
<i>NOI Margin</i>	-51.0%	1.4%	-6.1%	16.6%	21.1%	15.0%	-7.4%	-40.9%	-79.4%	-64.3%	-101.6%	-87.9%	-16.9%
Non Operating Expenses													
CapEx (see schedule)	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payable	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (Income)/Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fee	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	108,000
Total	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	108,000
Net Income (Loss)	(92,638)	(5,412)	(23,515)	40,717	58,590	45,080	(26,774)	(74,304)	(107,404)	(97,713)	(139,300)	(114,749)	(537,420)
Add Back: Property Tax Accruals	370	370	370	370	370	370	370	370	370	370	370	370	4,440
Membership Amortization	(12,814)	(12,814)	(12,814)	(12,814)	(12,814)	(12,814)	(12,814)	(12,814)	(12,814)	(12,814)	(12,814)	(12,814)	(153,773)
Payment of Property Taxes	-	(4,440)	-	-	-	-	-	-	-	-	-	-	(4,440)
Collection of Membership Dues	-	-	153,773	-	-	-	-	-	-	-	-	-	153,773
NET CASH FLOW	(105,082)	(22,296)	117,814	28,273	46,146	32,635	(39,218)	(86,748)	(119,848)	(110,157)	(151,745)	(127,193)	(537,420)
Beginning Cash Balance**	369,165	264,083	241,787	359,601	387,874	434,019	466,655	427,436	340,688	220,840	110,683	(41,062)	369,165
Net Cash Flow	(105,082)	(22,296)	117,814	28,273	46,146	32,635	(39,218)	(86,748)	(119,848)	(110,157)	(151,745)	(127,193)	(537,420)
Ending Cash Balance	264,083	241,787	359,601	387,874	434,019	466,655	427,436	340,688	220,840	110,683	(41,062)	(168,255)	(168,255)

**Beginning Cash Balance provided by County Parks & Rec Finance Dept

Habitat Golf Course
2018 BUDGET SUMMARY

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
Total Rounds	2,193	3,430	3,122	4,115	4,582	4,956	3,499	2,794	2,079	2,268	2,130	2,037	37,205
Revenues													
Avg. Rev/Round - Overall	32.37	31.49	31.85	31.23	31.10	32.01	20.46	20.85	21.51	21.29	21.45	21.56	27.41
Avg. Rev/Round - Golf Course	25.00	25.00	25.00	25.00	25.00	26.00	14.00	14.00	14.00	14.00	14.00	14.00	20.76
Avg. Rev/Round - Merchandise	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
Avg. Rev/Round - Other Golf	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13
Avg. Rev/Round - Food & Beverage	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55
Memberships													
Golf Greens Fees/Carts	5,360	5,360	5,360	5,360	5,360	5,360	5,360	5,360	5,360	5,360	5,360	5,360	64,320
Merchandise	54,825	85,750	78,050	102,875	114,550	128,856	48,986	39,116	29,106	31,752	29,820	28,518	772,204
Other Golf	2,741	4,288	3,903	5,144	5,728	6,195	4,374	3,493	2,599	2,835	2,663	2,546	46,506
Food & Beverage	2,478	3,876	3,528	4,650	5,178	5,600	3,954	3,158	2,349	2,562	2,407	2,302	42,042
Total	5,593	8,747	7,961	10,495	11,684	12,638	8,924	7,125	5,303	5,784	5,432	5,195	94,881
	70,997	108,021	98,802	128,524	142,500	158,649	71,598	58,252	44,717	48,293	45,682	43,921	1,019,953
Cost of Goods Sold													
COGS - Merchandise	1,919	3,001	2,732	3,601	4,009	4,337	3,062	2,445	1,819	1,985	1,864	1,782	32,556
COGS - F&B	2,130	3,331	3,032	3,996	4,449	4,812	3,399	2,714	2,019	2,203	2,068	1,978	36,131
Total	4,049	6,332	5,764	7,597	8,458	9,149	6,461	5,159	3,838	4,188	3,932	3,760	68,687
	66,948	101,689	93,038	120,927	134,042	149,500	65,137	53,093	40,879	44,105	41,750	40,161	951,266
Gross Profit													
	725	725	725	725	725	725	725	725	725	725	725	725	8,700
Operating Expenses													
Marketing & Membership	17,432	20,011	20,011	20,311	20,011	27,649	20,311	15,132	15,632	15,432	20,330	15,632	227,894
Golf Operations	45,481	39,760	41,260	40,260	41,260	48,161	43,481	42,981	42,981	43,481	52,243	42,981	524,331
Food & Beverage	4,938	4,938	4,938	4,938	4,938	7,106	4,938	2,768	2,768	2,768	3,854	3,268	52,160
Occupancy	3,840	3,840	3,840	3,840	3,840	3,840	3,840	3,840	3,840	3,840	3,840	3,840	46,080
General & Administrative	11,197	11,522	11,324	12,463	12,264	12,611	11,239	10,452	10,161	10,738	10,182	10,144	134,300
Total	83,613	80,797	82,098	82,537	83,038	100,092	84,534	75,899	76,108	76,985	91,174	76,591	993,465
	(16,665)	20,892	10,939	38,390	51,004	49,408	(19,397)	(22,806)	(35,229)	(32,880)	(49,424)	(36,429)	(42,199)
Net Operating Income													
NOI Margin	-23.5%	19.3%	11.1%	29.9%	35.8%	31.1%	-27.1%	-39.2%	-78.8%	-68.1%	-108.2%	-82.9%	-4.1%
Non Operating Expenses													
CapEx (see schedule)	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (Income)/Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fee	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Total	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
	(19,665)	17,892	7,939	35,390	48,004	48,408	(22,397)	(25,806)	(38,229)	(35,880)	(52,424)	(39,429)	(78,199)
Net Income (Loss)													
Add Back Property Tax Accruals	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Membership Amortization	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(64,320)
Payment of Property Taxes	-	(3,000)	-	-	-	-	-	-	-	-	-	-	(3,000)
Collection of Membership Dues	-	-	64,320	-	-	-	-	-	-	-	-	-	64,320
	(24,775)	9,782	67,149	30,280	42,894	41,298	(27,507)	(30,916)	(43,339)	(40,990)	(57,534)	(44,539)	(78,199)
NET CASH FLOW													
Beginning Cash Balance**	123,055	98,280	108,061	175,211	205,491	243,385	289,682	262,175	231,259	187,920	146,930	89,396	123,055
Net Cash Flow	(24,775)	9,782	67,149	30,280	42,894	41,298	(27,507)	(30,916)	(43,339)	(40,990)	(57,534)	(44,539)	(78,199)
Ending Cash Balance	98,280	108,061	175,211	205,491	243,385	289,682	262,175	231,259	187,920	146,930	89,396	44,856	44,856

**Beginning Cash Balance provided by County Parks & Rec Finance Dept

Habitat Golf Course

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Habitat Golf Course

Habitat Golf Course

TOTAL	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Food & Beverage Revenue:												
Food Sales	\$1.50	55,810	3,250	4,583	6,173	7,434	5,249	4,181	3,119	3,402	3,195	3,056
Liquor Sales	\$0.20	7,441	439	624	823	981	700	559	416	454	426	407
Wine Sales	\$0.10	3,721	219	312	412	496	350	279	208	227	213	204
Beer Sales	\$0.50	18,605	1,097	1,561	2,058	2,478	1,750	1,397	1,040	1,134	1,065	1,019
Fountain Beverage Sales	\$0.25	9,304	548	781	1,029	1,239	875	699	520	567	533	509
Room Rental	\$0.00											
Other Income	\$0.00											
Total Food & Beverage Revenue	94,881	5,593	8,747	7,961	11,684	12,638	8,924	7,125	5,303	5,784	5,432	5,195
	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55	2.55
Other Revenue:												
Other Income												
Rental Income												
Total Other Revenue												
Total Revenue	1,019,953	70,997	108,021	98,802	128,524	142,500	158,649	71,598	44,717	48,293	45,682	43,921
	27.41	32.37	31.49	31.65	31.23	31.10	32.01	20.46	21.51	21.29	21.45	21.56
Cost of Sales:												
COS - Merchandise	70.00%	32,556	1,919	2,732	3,601	4,009	4,337	3,052	2,445	1,985	1,864	1,782
COS - Food	40.00%	22,324	1,316	1,873	2,489	2,749	2,974	2,100	1,676	1,361	1,278	1,222
COS - Liquor	28.00%	2,082	123	192	230	277	196	157	116	127	119	114
COS - Wine	40.00%	1,489	88	137	165	183	198	140	112	91	85	82
COS - Beer	38.00%	7,071	417	652	782	871	942	665	395	431	405	387
COS - Other Beverages	34.00%	3,165	186	292	350	390	421	298	177	193	181	173
COS - Purchase Discounts	0.00%											
COS - Purchase Discounts	0.00%											
COS - Freight / Shipping	0.00%											
COS - Freight / Shipping	0.00%											
Total Cost of Sales	66,667	4,049	6,332	5,764	7,597	8,458	9,149	6,461	5,159	4,188	3,932	3,760
Gross Margin	951,266	66,948	101,689	93,038	120,927	134,042	149,500	65,137	53,093	44,105	41,750	40,161
Operating Expenses												
Marketing Expenses:												
Wages - Regular	See Worksheet											
Commissions												
Commissions												
Bonus / Incentives												
Contract / Event Labor												
Payroll - Taxes												
Insurance - Group Health												
Insurance - Worker's Comp												
Employee Meals												
Recruitment / Advertising												
Training / Education												
Professional / Union Dues												
Subscriptions												
	1,200	100	100	100	100	100	100	100	100	100	100	100

Habitat Golf Course

TOTAL MARKETING EXPENSE27

Habitat Golf Course

See Worksheet	See Worksheet
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See Worksheet

13.85%
\$235 / employee
1.93%

3.75%

BREVARD COUNTY
2017-2018 BUDGET

Habitat Golf Course

TOTAL

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Supplies - Golf Course Accesss	2,000											
Uniforms	100	100	100	100	100	100	100	100	100	100	100	100
Overs seeding												
Lake Maintenance	200	200	200	200	200	200	200	200	200	200	200	200
Soil Testing	300			300			300			300		
Aerification								1,500		1,500		1,500
Sand & Gravel	1,500		1,500		1,500		1,500		1,500		1,500	
Discounts												
EQUIPMENT RENTAL												
Lease - Equipment	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
See Worksheet												
TOTAL COURSE MAINTENANCE	524,331	39,760	41,260	40,260	41,260	48,161	43,481	42,981	42,981	43,481	52,243	42,981

Food & Beverage Expenses:

Wages - Regular	37,195	3,629	3,629	3,629	3,629	5,443	3,629	1,814	1,814	1,814	2,722	1,814
Wages - Overtime												
Commissions												
Commissions												
Bonus / Incentives												
Gratuities												
Contract / Event Labor												
Payroll - Taxes	5,153	503	503	503	503	754	503	251	251	251	377	251
Contribution - 401k												
Insurance - Group Health												
Insurance - Worker's Comp	718	70	70	70	70	105	70	35	35	35	53	35
Employee Meals												
Relocation / Temp Housing												
Recruitment / Advertising												
Training / Education												
Professional / Union Dues												
Subscriptions												
Employee Benefits	1,384	136	136	136	136	204	136	68	68	68	102	68
Prof. - Advisory / Consulting												
Advertising / Marketing General												
Events												
Club Promotions												
Club Entertainment												
Decorations & Displays												
Travel - General												
Licenses & Permits	500											500
Taxes - Liquor					29							

BREVARD COUNTY
2017-2018 BUDGET

Habitat Golf Course

TOTAL

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Taxes - Other												
Utilities - Electric												
Utilities - Gas												
Utilities - Fuel / Oil												
Leased Equipment												
Vehicle Rental												
Rep & Maint-Gen Bldg Interior	100	100	100	100	100	100	100	100	100	100	100	100
Rep & Maint-Equipment												
Pest Control-Contract												
Supplies-Hand Tools/Hardware												
Rental - Misc. Equipment												
Supplies - Operations	500	500	500	500	500	500	500	500	500	500	500	500
Uniforms												
Laundry & Linen												
Member Relations												
Discounts												
Concession Fees												
Printing												
Equipment Rental/Lease												
Cash Over / (Short)												
TOTAL	4,938	4,938	4,938	4,938	4,938	7,106	4,938	2,768	2,768	2,768	3,854	3,268

TOTAL FOOD & BEVERAGE EXPENSES

Occupancy Expenses:

Wages - Regular												
Commissions												
Payroll - Taxes												
Insurance - Group Health												
Insurance - Worker's Comp												
Recruitment / Advertising												
Training / Education												
Professional / Union Dues												
Subscriptions												
Employee Benefits												
Advertising / Marketing General												
Decorations & Displays												
Postage	600	50	50	50	50	50	50	50	50	50	50	50
Office Supplies	1,200	100	100	100	100	100	100	100	100	100	100	100
Real Estate Taxes Current Year												
Personal Property Tax Current Year	3,000	250	250	250	250	250	250	250	250	250	250	250
Taxes - Leased Equipment												
Taxes - Sales Tax												
Taxes - Other												
Utilities - Telephone	2,400	200	200	200	200	200	200	200	200	200	200	200
Utilities - Intrnt / Cbl / Dat	3,600	300	300	300	300	300	300	300	300	300	300	300
Utilities - Electric	18,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Utilities - Water/Rubbish/Sewer/Swtr Charges	7,200	600	600	600	600	600	600	600	600	600	600	600
Utilities - Gas												
Utilities - Rubbish	1,800	150	150	150	150	150	150	150	150	150	150	150
Operating Expenses - Undefined												
Cleaning-Contract Services	2,400	200	200	200	200	200	200	200	200	200	200	200
Rep & Maint-Gen Bldg Interior	1,200	100	100	100	100	100	100	100	100	100	100	100

Habitat Golf Course

[illegible]

**BREVARD COUNTY
2017-2018 BUDGET**

Habitat Golf Course

TOTAL

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Loss & Damage Claims	-	-	-	-	-	-	-	-	-	-	-	-
Cash Over / (Short)	-	-	-	-	-	-	-	-	-	-	-	-
Bank Fees	200	200	200	200	200	200	200	200	200	200	200	200
Credit Card Fees	1,297	2,122	1,924	2,563	2,864	3,211	1,339	1,052	761	838	782	744
Penalties & Late Fees	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL GENERAL & ADMIN EXPENSES	11,197	11,522	11,324	12,463	12,264	12,611	11,239	10,452	10,161	10,738	10,182	10,144

2.15%

Management Fee Expenses												
Prof. - General Management	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Total Management Fee Expenses	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Total Operating Expenses	86,613	83,797	85,098	85,537	86,038	103,092	87,534	78,899	79,108	79,985	94,174	79,591
Net Operating Income (Loss)	(19,665)	17,892	7,939	35,390	48,004	46,408	(22,397)	(25,806)	(38,229)	(35,880)	(52,424)	(39,429)

Non-Operating Expenses												
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-
Commissions	-	-	-	-	-	-	-	-	-	-	-	-
Rep & Maint-Extraordinary	-	-	-	-	-	-	-	-	-	-	-	-
Gain (Loss) on Assets Disposed	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation - Other	-	-	-	-	-	-	-	-	-	-	-	-
Amortization	-	-	-	-	-	-	-	-	-	-	-	-
Bad Debt	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Interest - Capital Lease	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-

See Worksheet

See Worksheet

See Worksheet

See Worksheet

Net Income (Loss)	(19,665)	17,892	7,939	35,390	48,004	46,408	(22,397)	(25,806)	(38,229)	(35,880)	(52,424)	(39,429)
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CASH FLOW

NET INCOME	(19,665)	17,892	7,939	35,390	48,004	46,408	(22,397)	(25,806)	(38,229)	(35,880)	(52,424)	(39,429)
Accrued Property Taxes	3,000	250	250	250	250	250	250	250	250	250	250	250
Amortization of Membership Dues	(64,320)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)	(5,360)
Payment of Property Taxes	(3,000)	(3,000)										
Collection of Membership Dues	64,320		64,320									

NET CASH FLOW	(24,775)	9,782	67,149	30,280	42,894	41,298	(27,507)	(30,916)	(43,339)	(40,990)	(57,534)	(44,539)
Cumulative Cash Flow	(78,199)	(24,775)	(14,994)	52,156	125,330	166,627	139,120	108,204	64,865	23,875	(33,659)	(78,199)

**Savannahs Golf Course
2018 BUDGET SUMMARY**

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
Total Rounds	1,383	2,339	2,224	2,749	2,977	3,292	2,859	2,155	1,598	1,865	1,744	1,193	26,378
Avg. Rev/Round - Overall	28.80	28.32	28.36	28.22	28.18	28.12	28.20	19.38	19.65	19.50	19.56	19.99	25.45
Avg. Rev/Round - Golf Course	24.00	24.00	24.00	24.00	24.00	24.00	24.00	15.00	15.00	15.00	15.00	15.00	21.08
Avg. Rev/Round - Merchandise	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Avg. Rev/Round - Other Golf	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13	1.13
Avg. Rev/Round - Food & Beverage	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Revenues													
Memberships	1,623	1,623	1,623	1,623	1,623	1,623	1,623	1,623	1,623	1,623	1,623	1,623	19,475
Golf Greens Fees/Carts	33,192	56,136	53,376	65,976	71,448	79,008	68,616	32,325	23,970	27,975	26,160	17,895	556,077
Merchandise	692	1,170	1,112	1,375	1,489	1,646	1,430	1,078	799	933	872	597	13,189
Other Golf	1,562	2,643	2,513	3,106	3,364	3,720	3,231	2,436	1,806	2,108	1,970	1,348	29,807
Food & Beverage	2,767	4,679	4,448	5,499	5,955	6,584	5,719	4,311	3,196	3,731	3,488	2,387	52,764
Total	39,835	66,250	63,072	77,578	83,878	92,581	80,618	41,772	31,394	36,369	34,113	23,849	671,312
Cost of Goods Sold													
COGS - Merchandise	484	819	778	962	1,042	1,152	1,001	754	559	653	610	418	9,232
COGS - F&B	1,051	1,779	1,691	2,091	2,263	2,502	2,173	1,639	1,215	1,418	1,325	907	20,054
Total	1,535	2,598	2,469	3,053	3,305	3,654	3,174	2,393	1,774	2,071	1,935	1,325	29,286
Gross Profit	38,300	63,652	60,603	74,525	80,573	88,927	77,444	39,379	29,620	34,298	32,178	22,524	642,026
Operating Expenses													
Marketing & Membership	725	725	725	725	725	725	725	725	725	725	725	725	8,700
Golf Operations	17,332	19,911	19,911	20,211	19,911	27,549	20,211	15,032	15,532	15,332	20,230	15,532	226,694
Course Maintenance	47,841	42,120	43,620	39,620	40,620	48,461	43,781	43,281	43,281	43,781	43,281	43,281	522,969
Food & Beverage	5,238	5,138	5,138	5,238	5,138	7,306	5,238	2,968	2,968	3,068	4,054	5,638	57,130
Occupancy	3,360	3,360	3,360	3,360	3,360	3,360	3,360	3,360	3,360	3,360	3,360	3,360	40,320
General & Administrative	3,556	3,624	3,556	4,368	4,003	4,190	4,433	3,098	2,875	3,482	2,933	2,713	42,833
Total	78,052	74,879	76,310	73,522	73,757	91,592	77,748	68,465	68,741	69,748	74,583	71,249	898,646
Net Operating Income	(39,752)	(11,226)	(15,707)	1,004	6,816	(2,665)	(304)	(29,085)	(39,121)	(35,450)	(42,405)	(48,724)	(256,620)
NOI Margin	-99.8%	-16.9%	-24.9%	1.3%	8.1%	-2.9%	-0.4%	-69.6%	-124.6%	-97.5%	-124.3%	-204.3%	-38.2%
Non Operating Expenses													
CapEx (see schedule)	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payable	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (Income)/Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fee	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Total	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Net Income (Loss)	(42,752)	(14,226)	(18,707)	(1,996)	3,816	(5,665)	(3,304)	(32,085)	(42,121)	(38,450)	(45,405)	(51,724)	(292,620)
Add Back Property Tax Accruals	120	120	120	120	120	120	120	120	120	120	120	120	1,440
Membership Amortization	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(19,475)
Payment of Property Taxes	-	(1,440)	-	-	-	-	-	-	-	-	-	-	(1,440)
Collection of Membership Dues	-	-	19,475	-	-	-	-	-	-	-	-	-	19,475
NET CASH FLOW	(44,255)	(17,169)	(735)	(3,499)	2,313	(7,168)	(4,807)	(33,588)	(43,624)	(39,953)	(46,908)	(53,227)	(292,620)
Beginning Cash Balance**	123,055	78,800	61,631	60,896	57,397	59,710	52,542	47,736	14,148	(29,477)	(69,429)	(116,337)	123,055
Net Cash Flow	(44,255)	(17,169)	(735)	(3,499)	2,313	(7,168)	(4,807)	(33,588)	(43,624)	(39,953)	(46,908)	(53,227)	(292,620)
Ending Cash Balance	78,800	61,631	60,896	57,397	59,710	52,542	47,736	14,148	(29,477)	(69,429)	(116,337)	(169,565)	(169,565)

**Beginning Cash Balance provided by County Parks & Rec Finance Dep

Savannahs Golf Course

RATES

ROUNDS:

Revenue:

Golf Revenue

Merchandise Revenue:
Merchandise Sales

Other Golf Revenue:

Total Other Golf RevenueFood & Beverage Revenue:

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**BREVARD COUNTY
2017-2018 BUDGET**

Savannahs Golf Course

TOTAL

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Total Food & Beverage Revenue	2,767	4,679	4,448	5,499	5,955	6,584	5,719	4,311	3,196	3,731	3,488	2,387
	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00

Other Revenue:

Other Income												
Rental Income												

Total Other Revenue

Total Revenue	671,312	66,250	63,072	77,578	83,878	92,561	80,618	41,772	31,394	36,369	34,113	23,849
	25.45	26.32	26.36	28.22	28.18	28.12	28.20	19.38	19.65	19.50	19.56	19.99

Cost of Sales:

COS - Merchandise	9,232	484	776	962	1,042	1,152	1,001	754	559	653	610	418
COS - Food	10,553	553	890	1,100	1,191	1,317	1,144	862	639	748	698	477
COS - Liquor												
COS - Wine												
COS - Beer	5,015	263	423	523	566	625	543	410	304	355	331	227
COS - Other Beverages	4,486	235	378	468	506	560	486	367	272	317	296	203
COS - Purchase Discounts												
COS - Freight / Shipping												
COS - Freight / Shipping												

Total Cost of Sales

	29,286	1,535	2,469	3,063	3,305	3,654	3,174	2,393	1,774	2,071	1,935	1,325
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Gross Margin

	642,026	38,300	60,603	74,525	80,573	88,927	77,444	39,379	29,620	34,298	32,178	22,524
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Operating Expenses:

Marketing Expenses:

Wages - Regular												
Commissions												
Commissions												
Bonus / Incentives												
Contract / Event Labor												
Payroll - Taxes												
Insurance - Group Health												

Savannahs Golf Course

[illegible]

Savannahs Golf Course

Course Maintenance Expenses:								
	185,769	15,495	14,055	14,055	14,055	21,083	15,495	15,495
Wages - Regular	-	-	-	-	-	-	-	-
Wages - Overtime	-	-	-	-	-	-	-	-
Commissions	-	-	-	-	-	-	-	-
Bonus / Incentives	-	-	-	-	-	-	-	-
Contract / Event Labor	48,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Payroll - Taxes	25,730	2,146	1,947	1,947	1,947	2,920	2,146	2,146
Contribution - 401k	-	-	-	-	-	-	-	-
Insurance - Group Health	8,580	-	-	-	-	940	940	940
Insurance - Worker's Comp	3,584	299	271	271	271	407	299	299
Employee Meals	-	-	-	-	-	-	-	-
Recruitment / Advertising	-	-	-	-	-	-	-	-
Training / Education	-	-	-	-	-	-	-	-
Professional / Union Dues	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-
Employee Benefits	6,966	581	527	527	527	781	581	581
Travel - General	-	-	-	-	-	-	-	-
Licenses & Permits	1,200	100	100	100	100	100	100	100
Utilities - Telephone	1,440	120	120	120	120	120	120	120
Utilities - Electric	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Utilities - Water/Sewer/Rubbish Charges	-	-	-	-	-	-	-	-
Utilities - Gas	18,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Utilities - Fuel / Oil	-	-	-	-	-	-	-	-
Utilities - Rubbish	-	-	-	-	-	-	-	-
Vehicle Rental	-	-	-	-	-	-	-	-

Savannahs Golf Course

[illegible]

**BREVARD COUNTY
2017-2018 BUDGET**

Savannahs Golf Course

TOTAL

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Utilities - Fuel / Oil	*	*	*	*	*	*	*	*	*	*	*	*
Leased Equipment	*	*	*	*	*	*	*	*	*	*	*	*
Vehicle Rental	*	*	*	*	*	*	*	*	*	*	*	*
Rep & Maint-Gen Bldg Interior	1,200	100	100	100	100	100	100	100	100	100	100	100
Rep & Maint-Equipment	1,200	100	100	100	100	100	100	100	100	100	100	100
Pest Control-Contract	*	*	*	*	*	*	*	*	*	*	*	*
Supplies-Hand Tools/Hardware	*	*	*	*	*	*	*	*	*	*	*	*
Rental - Misc. Equipment	6,000	500	500	500	500	500	500	500	500	500	500	500
Supplies - Operations	400	100	100	100	100	100	100	100	100	100	100	100
Uniforms	*	*	*	*	*	*	*	*	*	*	*	*
Laundry & Linen	*	*	*	*	*	*	*	*	*	*	*	*
Member Relations	*	*	*	*	*	*	*	*	*	*	*	*
Discounts	*	*	*	*	*	*	*	*	*	*	*	*
Concession Fees	*	*	*	*	*	*	*	*	*	*	*	*
Printing	*	*	*	*	*	*	*	*	*	*	*	*
Equipment Rental/Lease	1,200	100	100	100	100	100	100	100	100	100	100	100
Cash Over / (Short)	*	*	*	*	*	*	*	*	*	*	*	*
TOTAL FOOD & BEVERAGE EXPENSES	57,130	5,138	5,138	5,238	5,138	7,306	5,238	2,968	2,968	3,068	4,054	5,638

Occupancy Expenses:

Wages - Regular	*	*	*	*	*	*	*	*	*	*	*	*
Commissions	*	*	*	*	*	*	*	*	*	*	*	*
Payroll - Taxes	*	*	*	*	*	*	*	*	*	*	*	*
Insurance - Group Health	*	*	*	*	*	*	*	*	*	*	*	*
Insurance - Worker's Comp	*	*	*	*	*	*	*	*	*	*	*	*
Recruitment / Advertising	*	*	*	*	*	*	*	*	*	*	*	*
Training / Education	*	*	*	*	*	*	*	*	*	*	*	*
Professional / Union Dues	*	*	*	*	*	*	*	*	*	*	*	*
Subscriptions	*	*	*	*	*	*	*	*	*	*	*	*
Employee Benefits	*	*	*	*	*	*	*	*	*	*	*	*
Advertising / Marketing General	*	*	*	*	*	*	*	*	*	*	*	*
Decorations & Displays	*	*	*	*	*	*	*	*	*	*	*	*
Postage	600	50	50	50	50	50	50	50	50	50	50	50
Office Supplies	1,200	100	100	100	100	100	100	100	100	100	100	100
Real Estate Taxes Current Year	*	*	*	*	*	*	*	*	*	*	*	*
Personal Property Tax Current Year	1,440	120	120	120	120	120	120	120	120	120	120	120
Taxes - Leased Equipment	*	*	*	*	*	*	*	*	*	*	*	*
Taxes - Sales Tax	*	*	*	*	*	*	*	*	*	*	*	*
Taxes - Other	*	*	*	*	*	*	*	*	*	*	*	*
Utilities - Telephone	3,600	300	300	300	300	300	300	300	300	300	300	300
Utilities - Intrnt / Cbl / Dat	2,400	200	200	200	200	200	200	200	200	200	200	200
Utilities - Electric	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Utilities - Water/ Sewer/Srwrtr Charges	7,200	600	600	600	600	600	600	600	600	600	600	600
Utilities - Gas	*	*	*	*	*	*	*	*	*	*	*	*
Utilities - Rubbish	1,800	150	150	150	150	150	150	150	150	150	150	150

**BREVARD COUNTY
2017-2018 BUDGET**

Savannahs Golf Course

TOTAL

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Operating Expenses - Undefined	-	-	-	-	-	-	-	-	-	-	-	-
Cleaning-Contract Services	200	200	200	200	200	200	200	200	200	200	200	200
Rep & Maint-Gen Bldg Interior	200	200	200	200	200	200	200	200	200	200	200	200
Rep & Maint-Equipment	100	100	100	100	100	100	100	100	100	100	100	100
Rep & Maint-HVAC	100	100	100	100	100	100	100	100	100	100	100	100
Security-Alarm Service	50	50	50	50	50	50	50	50	50	50	50	50
Pest Control-Contract	90	90	90	90	90	90	90	90	90	90	90	90
Supplies-Hand Tools/Hardware	-	-	-	-	-	-	-	-	-	-	-	-
Supplies - Operations	100	100	100	100	100	100	100	100	100	100	100	100
Uniforms	-	-	-	-	-	-	-	-	-	-	-	-
Member Relations	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental/Lease	-	-	-	-	-	-	-	-	-	-	-	-
Discounts	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OCCUPANCY EXPENSES	3,360	3,360	3,360	3,360	3,360	3,360	3,360	3,360	3,360	3,360	3,360	3,360

General & Administrative Expenses:

Wages - Regular	-	-	-	-	-	-	-	-	-	-	-	-
Commissions	-	-	-	-	-	-	-	-	-	-	-	-
Bonus / Incentives	-	-	-	-	-	-	-	-	-	-	-	-
Contract / Event Labor	-	-	-	-	-	-	-	-	-	-	-	-
Payroll - Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Contribution - 401k	-	-	-	-	-	-	-	-	-	-	-	-
Insurance - Group Health	-	-	-	-	-	-	-	-	-	-	-	-
Insurance - Worker's Comp	-	-	-	-	-	-	-	-	-	-	-	-
Employee Meals	-	-	-	-	-	-	-	-	-	-	-	-
Recruitment / Advertising	-	-	-	-	-	-	-	-	-	-	-	-
Training / Education	-	-	-	-	-	-	-	-	-	-	-	-
Professional / Union Dues	-	-	-	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-	-	-	-	-
Prof. - Legal	-	-	-	-	-	-	-	-	-	-	-	-
Prof. - Accounting	-	-	-	-	-	-	-	-	-	-	-	-
Prof. - Advisory / Consulting	-	-	-	-	-	-	-	-	-	-	-	-
Club Promotions	-	-	-	-	-	-	-	-	-	-	-	-
Decorations & Displays	-	-	-	-	-	-	-	-	-	-	-	-
Contributions - Deductible	-	-	-	-	-	-	-	-	-	-	-	-
Travel - General	200	200	200	200	200	200	200	200	200	200	200	200
Entertainment - Deductible	-	-	-	-	-	-	-	-	-	-	-	-
Office - Furn/Equip - Lease	-	-	-	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-
Duplication / Plans & Print	-	-	-	-	-	-	-	-	-	-	-	-
Licenses & Permits	-	-	-	-	-	-	-	-	-	-	-	-
Taxes - Other	-	-	-	-	-	-	-	-	-	-	-	-
Insurance - General Liability	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Computer / POS Contract	500	500	500	500	500	500	500	500	500	500	500	500
Rep & Maint-Gen Bldg Interior	-	-	-	-	-	-	-	-	-	-	-	-
Rep & Maint-Electrical	-	-	-	-	-	-	-	-	-	-	-	-
Rep & Maint-Equipment	-	-	-	-	-	-	-	-	-	-	-	-
Supplies-Hand Tools/Hardware	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms	-	-	-	-	-	-	-	-	-	-	-	-
Laundry & Linen	-	-	-	-	-	-	-	-	-	-	-	-
Member Relations	-	-	-	-	-	-	-	-	-	-	-	-
Lease - Building	-	-	-	-	-	-	-	-	-	-	-	-
Loss & Damage Claims	-	-	-	-	-	-	-	-	-	-	-	-
Cash Over / (Short)	-	-	-	-	-	-	-	-	-	-	-	-
Bank Fees	200	200	200	200	200	200	200	200	200	200	200	200
Credit Card Fees	656	1,224	1,156	1,468	1,603	1,790	1,533	698	475	582	533	313
Penalties & Late Fees	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000

**BREVARD COUNTY
2017-2018 BUDGET**

Savannahs Golf Course

TOTAL

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
TOTAL GENERAL & ADMIN EXPENSES	3,556	3,624	3,566	4,368	4,003	4,190	4,433	3,098	2,875	3,482	2,933	2,713
Management Fee Expenses												
Prof. - General Management	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Total Management Fee Expenses	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Total Operating Expenses	81,052	77,879	79,310	76,522	76,757	94,592	80,748	71,465	71,741	72,748	77,583	74,249
Net Operating Income (Loss)	(42,752)	(14,226)	(18,707)	(1,996)	3,816	(5,665)	(3,304)	(32,085)	(42,121)	(38,450)	(45,405)	(51,724)

Non-Operating Expenses:

Interest Income	-	-	-	-	-	-	-	-	-	-	-	-
Commissions	-	-	-	-	-	-	-	-	-	-	-	-
Rep & Maint-Extraordinary	-	-	-	-	-	-	-	-	-	-	-	-
Gain (Loss) on Assets Disposed	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation - Other	-	-	-	-	-	-	-	-	-	-	-	-
Amortization	-	-	-	-	-	-	-	-	-	-	-	-
Bad Debt	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Interest - Capital Lease	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-

Net Income (Loss)

Net Income (Loss)	(42,752)	(14,226)	(18,707)	(1,996)	3,816	(5,665)	(3,304)	(32,085)	(42,121)	(38,450)	(45,405)	(51,724)
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CASH FLOW

NET INCOME

(292,620)	(42,752)	(14,226)	(18,707)	(1,996)	3,816	(5,665)	(3,304)	(32,085)	(42,121)	(38,450)	(45,405)	(51,724)
Accrued Property Taxes	1,440	120	120	120	120	120	120	120	120	120	120	120
Amortization of Membership Dues	(19,475)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)	(1,623)
Payment of Property Taxes	(1,440)	(1,440)										
Collection of Membership Dues	19,475		19,475									

NET CASH FLOW

NET CASH FLOW	(44,255)	(17,169)	(735)	(3,499)	2,313	(7,168)	(4,807)	(33,588)	(43,624)	(39,953)	(46,908)	(53,227)
Cumulative Cash Flow	(292,620)	(44,255)	(62,159)	(65,658)	(63,345)	(70,513)	(75,319)	(108,907)	(152,532)	(192,484)	(239,392)	(292,620)

**Spessard Holland Golf Course
2018 BUDGET SUMMARY**

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	TOTAL
Total Rounds	1,994	2,955	2,909	3,732	3,701	4,410	3,482	2,266	1,776	2,002	1,801	1,973	33,001
Avg. Rev/Round - Overall	26.60	25.64	25.67	25.23	25.25	24.99	25.35	26.24	26.95	26.58	26.91	26.63	25.79
Avg. Rev/Round - Golf Course	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50
Avg. Rev/Round - Merchandise	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
Avg. Rev/Round - Other Golf	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Avg. Rev/Round - Food & Beverage	2.60	2.60	2.60	2.60	2.60	2.60	2.60	2.60	2.60	2.60	2.60	2.60	2.60
Revenues													
Memberships	5,832	5,832	5,832	5,832	5,832	5,832	5,832	5,832	5,832	5,832	5,832	5,832	69,978
Golf Greens Fees/Carts	38,883	57,623	56,726	72,774	72,170	85,995	67,899	44,187	34,632	39,039	35,120	38,474	643,520
Merchandise	2,991	4,433	4,364	5,598	5,552	6,615	5,223	3,399	2,664	3,003	2,702	2,960	49,502
Other Golf	140	207	203	262	259	309	244	158	125	140	126	138	2,311
Food & Beverage	5,185	7,683	7,564	9,703	9,623	11,467	9,054	5,892	4,618	5,206	4,683	5,131	85,809
Total	53,031	75,777	74,688	94,169	93,435	110,218	88,252	59,468	47,871	53,220	48,462	52,534	851,119
Cost of Goods Sold													
COGS - Merchandise	2,094	3,103	3,054	3,919	3,896	4,631	3,656	2,379	1,865	2,102	1,891	2,072	34,652
COGS - F&B	2,001	2,967	2,921	3,747	3,716	4,428	3,496	2,276	1,783	2,010	1,808	1,981	33,134
Total	4,095	6,070	5,975	7,666	7,602	9,059	7,152	4,655	3,648	4,112	3,699	4,053	67,786
Gross Profit	48,936	69,707	68,713	86,503	85,833	101,159	81,100	54,813	44,223	49,108	44,763	48,481	783,333
Operating Expenses													
Marketing & Membership	725	725	725	725	725	725	725	725	725	725	725	725	8,700
Golf Operations	15,232	19,811	21,311	21,611	21,311	28,949	21,611	14,932	15,432	15,232	20,130	15,432	230,994
Course Maintenance	47,381	41,960	43,160	39,460	40,160	47,361	42,381	42,181	42,081	42,881	51,343	42,381	522,731
Food & Beverage	5,138	5,618	5,618	5,718	5,618	8,077	5,718	2,868	2,868	2,968	3,954	3,368	57,531
Occupancy	3,840	3,840	3,840	3,940	3,940	4,040	4,140	4,140	3,940	3,840	3,840	3,840	47,280
General & Administrative	3,840	3,829	3,806	4,725	4,209	4,570	4,597	3,479	3,229	3,844	3,242	3,329	46,699
Total	76,156	75,784	78,480	76,178	76,063	93,822	79,172	68,225	68,276	69,491	83,234	69,076	913,935
Net Operating Income	(27,221)	(6,077)	(9,747)	10,324	9,770	7,337	1,927	(13,412)	(24,053)	(20,383)	(38,471)	(20,595)	(130,602)
<i>NOI Margin</i>	-51.3%	-8.0%	-13.1%	11.0%	10.5%	6.7%	2.2%	-22.6%	-50.2%	-38.3%	-79.4%	-39.2%	-15.3%
Non Operating Expenses													
CapEx (see schedule)	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payable	-	-	-	-	-	-	-	-	-	-	-	-	-
Other (Income)/Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fee	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Total	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Net Income (Loss)	(30,221)	(9,077)	(12,747)	7,324	6,770	4,337	(1,073)	(16,412)	(27,053)	(23,383)	(41,471)	(23,595)	(166,602)
Add Back Property Tax Accruals	-	-	-	-	-	-	-	-	-	-	-	-	-
Membership Amortization	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(69,978)
Payment of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Collection of Membership Dues	-	-	69,978	-	-	-	-	-	-	-	-	-	69,978
NET CASH FLOW	(36,052)	(14,909)	51,399	1,493	938	(1,495)	(6,904)	(22,244)	(32,895)	(29,215)	(47,303)	(29,427)	(166,602)
Beginning Cash Balance**	123,055	87,003	72,094	123,494	124,986	125,925	124,430	117,526	95,282	62,397	33,182	(14,120)	123,055
Net Cash Flow	(36,052)	(14,909)	51,399	1,493	938	(1,495)	(6,904)	(22,244)	(32,895)	(29,215)	(47,303)	(29,427)	(166,602)
Ending Cash Balance	87,003	72,094	123,494	124,986	125,925	124,430	117,526	95,282	62,397	33,182	(14,120)	(43,547)	(43,547)

**Beginning Cash Balance provided by County Parks & Rec Finance Dept

Spessard Holland Golf Course

RATES

ROUNDS:

Revenue:Total Membership Revenue

Greens Fees:

Merchandise Revenue:

Total Merchandise Revenue

Bag Storage																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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Total Golf RevenueFood & Beverage Revenue:

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567	1566	1565	1564	1563	1562	1561	1560	1559	1558	1557	1556	1555	1554	1553	1552	1551	1550	1549	1548	1547	1546	1545	1544	1543	1542	1541	1540	1539	1538	1537	1536	1535	1534	1533	1532	1531	1530	1529	1528	1527	1526	1525	1524	1523	1522	1521	1520	1519	1518	1517	1516	1515	1514	1513	1512	1511	1510	1509	1508	1507	1506	1505	1504	1503	1502	1501	1500	1499	1498	1497	1496	1495	1494	1493	1492	1491	1490	1489	1488	1487	1486	1485	1484	1483	1482	1481	1480	1479	1478	1477	1476	1475	1474	1473	1472	1471	1470	1469	1468	1467	1466	1465	1464	1463	1462	1461	1460	1459	1458	1457	1456	1455	1454	1453	1452	1451	1450	1449	1448	1447	1446	1445	1444	1443	1442	1441	1440	1439	1438	1437	1436	1435	1434	1433	1432	1431	1430	1429	1428	1427	1426	1425	1424	1423	1422	1421	1420	1419	1418	1417	1416	1415	1414	1413	1412	1411	1410	1409	1408	1407	1406	1405	1404	1403	1402	1401	1400	1399	1398	1397	1396	1395	1394	1393	1392	1391	1390	1389	1388	1387	1386	1385	1384	1383	1382	1381	1380	1379	1378	1377	1376	1375	1374	1373	1372	1371	1370	1369	1368	1367	1366	1365	1364	1363	1362	1361	1360	1359	1358	1357	1356	1355	1354	1353	1352	1351	1350	1349	1348	1347	1346	1345	1344	1343	1342	1341	1340	1339	1338	1337	1336	1335	1334	1333	1332	1331	1330	1329	1328	1327	1326	1325	1324	1323	1322	1321	1320	1319	1318	1317	1316	1315	1314	1313	1312	1311	1310	1309	1308	1307	1306	1305	1304	1303	1302	1301	1300	1299	1298	1297	1296	1295	1294	1293	1292	1291	1290	1289	1288	1287	1286	1285	1284	1283	1282	1281	1280	1279	1278	1277	1276	1275	1274	1273	1272	1271	1270	1269	1268	1267	1266	1265	1264	1263	1262	1261	1260	1259	1258	1257	1256	1255	1254	1253	1252	1251	1250	1249	1248	1247	1246	1245	1244	1243	1242	1241	1240	1239	1238	1237	1236	1235	1234	1233	1232	1231	1230	1229	1228	1227	1226	1225	1224	1223	1222	1221	1220	1219	1218	1217	1216	1215	1214	1213	1212	1211	1210	1209	1208	1207	1206	1205	1204	1203	1202	1201	1200	1199	1198	1197	1196	1195	1194	1193	1192	1191	1190	1189	1188	1187	1186	1185	1184	1183	1182	1181	1180	1179	1178	1177	1176	1175	1174	1173	1172	1171	1170	1169	1168	1167	1166	1165	1164	1163	1162	1161	1160	1159	1158	1157	1156	1155	1154	1153	1152	1151	1150	1149	1148	1147	1146	1145	1144	1143	1142	1141	1140	1139	1138	1137	1136	1135	1134	1133	1132	1131	1130	1129	1128	1127	1126	1125	1124	1123	1122	1121	1120	1119	1118	1117	1116	1115	1114	1113	1112	1111	1110	1109	1108	1107	1106	1105	1104	1103	1102	1101	1100	1099	1098	1097	1096	1095	1094	1093	1092	1091	1090	1089	1088	1087	1086	1085	1084	1083	1082	1081	1080	1079	1078	1077	1076	1075	1074	1073	1072	1071	1070	1069	1068	1067	1066	1065	1064	1063	1062	1061	1060	1059	1058	1057	1056	1055	1054	1053	1052	1051	1050	1049	1048	1047	1046	1045	1044	1043	1042	1041	1040	1039	1038	1037	1036	1035	1034	1033	1032	1031	1030	1029	1028	1027	1026	1025	1024	1023	1022	1021	1020	1019	1018	1017	1016	1015	1014	1013	1012	1011	1010	1009	1008	1007	1006	1005	1004	1003	1002	1001	1000	999	998	997	996	995	994	993	992	991	990	989	988	987	986	985	984	983	982	981	980	979	978	977	976	975	974	973	972	971	970	969	968	967	966	965	964	963	962	961	960	959	958	957	956	955	954	953	952	951	950	949	948	947	946	945	944	943	942	941	940	939	938	937	936	935	934	933	932	931	930	929	928	927	926	925	924	923	922	921	920	919	918	917	916	915	914	913	912	911	910	909	908	907	906	905	904	903	902	901	900	899	898	897	896	895	894	893	892	891	890	889	888	887	886	885	884	883	882	881	880	879	878	877	876	875	874	873	872	871	870	869	868	867	866	865	864	863	862	861	860	859	858	857	856	855	854	853	852	851	850	849	848	847	846	845	844	843	842	841	840	839	838	837	836	835	834	833	832	831	830	829	828	827	826	825	824	823	822	821	820	819	818	817	816	815	814	813	812	811	810	809	808	807	806	805	804	803	802	801	800	799	798	797	796	795	794	793	792	791	790	789	788	787	786	785	784	783	782	781	780	779	778	777	776	775	774	773	772	771	770	769	768	767	766	765	764	763	762	761	760	759	758	757	756	755	754	753	752	751	750	749	748	747	746	745	744	743	742	741	740	739	738	737	736	735	734	733	732	731	730	729	728	727	726	725	724	723	722	721	720	719	718	717	716	715	714	713	712	711	710	709	708	707	706	705	704	703	702	701	700	699	698	697	696	695	694	693	692	691	690	689	688	687	686	685	684	683	682	681	680	679	678	677	676	675	674	673	672	671	670	669	668	667	666	665	664	663	662	661	660	659	658	657	656	655	654	653	652	651	650	649	648	647	646	645	644	643	642	641	640	639	638	637	636	635	634	633	632	631	630	629	628	627	626	625	624	623	622	621	620	619	618	617	616	615	614	613	612	611	610	609	608	607	606	605	604	603	602	601	60
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Total Food & Beverage Revenue

43

Spessard Holland Golf Course

Other Revenue:

Spessard Holland Golf Course

[illegible]

Golf Operations:

[illegible]

Spessard Holland Golf Course

TOTAL GOLF EXPENSES	230,994	15,232	19,811	21,311	21,611	28,949	21,611	14,932	15,432	15,232	20,130	15,432
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[illegible]

Spessard Holland Golf Course

[illegible]

Spessard Holland Golf Course

Spessard Holland Golf Course												
TOTAL	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Pest Control-Contract	-	-	-	-	-	-	-	-	-	-	-	-
Supplies-Hand Tools/Hardware	-	-	-	-	-	-	-	-	-	-	-	-
Rental - Misc. Equipment	500	500	500	500	500	500	500	500	500	500	500	500
Supplies - Operations	400	100	-	-	-	-	100	-	500	100	-	-
Uniforms	-	-	-	-	-	-	-	-	-	-	-	-
Laundry & Linen	-	-	-	-	-	-	-	-	-	-	-	-
Member Relations	-	-	-	-	-	-	-	-	-	-	-	-
Discounts	-	-	-	-	-	-	-	-	-	-	-	-
Concession Fees	-	-	-	-	-	-	-	-	-	-	-	-
Printing	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Rental/Lease	1,200	100	100	100	100	100	100	100	100	100	100	100
Cash Over / (Short)	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL FOOD & BEVERAGE EXPENSES	57,531	5,138	5,618	5,718	5,618	8,077	5,718	2,868	2,868	2,988	3,954	3,368

[illegible]

**BREVARD COUNTY
2017-2018 BUDGET**

Spessard Holland Golf Course

TOTAL	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Rep & Maint-Gen Bldg Interior	1,200	100	100	100	100	100	100	100	100	100	100	100
Rep & Maint-Equipment	2,400	200	200	200	200	200	200	200	200	200	200	200
Security-Alarm Service	600	50	50	50	50	50	50	50	50	50	50	50
Pest Control-Contract	1,080	90	90	90	90	90	90	90	90	90	90	90
Supplies-Hand Tools/Hardware												
Supplies - Operations												
Uniforms												
Member Relations												
Equipment Rental/Lease												
Discounts												
TOTAL OCCUPANCY EXPENSES	47,280	3,840	3,840	3,840	4,040	4,140	4,140	4,040	3,940	3,840	3,840	3,840

General & Administrative Expenses:-

Wages - Regular												
Commissions												
Bonus / Incentives												
Contract / Event Labor												
Payroll - Taxes												
Contribution - 401k												
Insurance - Group Health												
Insurance - Worker's Comp												
Employee Meals												
Recruitment / Advertising												
Training / Education												
Professional / Union Dues												
Subscriptions												
Employee Benefits												
Prof. - Legal												
Prof. - Accounting												
Prof. - Advisory / Consulting												
Club Promotions												
Decorations & Displays												
Contributions - Deductible												
Travel - General	2,400	200	200	200	200	200	200	200	200	200	200	200
Entertainment - Deductible												
Office - Furn/Equip - Lease												
Postage												
Office Supplies												
Duplication / Plans & Print												
Licenses & Permits												
Taxes - Other												
Insurance - General Liability	24,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Computer / POS Contract	2,000	500		500			500			500		
Rep & Maint-Gen Bldg Interior												
Rep & Maint-Gen Bldg Exterior												
Rep & Maint-Electrical												
Rep & Maint-Equipment												
Supplies-Hand Tools/Hardware												
Uniforms												
Laundry & Linen												
Member Relations												
Lease - Building												
Loss & Damage Claims												
Cash Over / (Short)												
Bank Fees	2,400	200	200	200	200	200	200	200	200	200	200	200
Credit Card Fees	15,899	940	1,429	1,825	1,809	2,170	1,697	1,079	829	944	842	929
Penalties & Late Fees												
TOTAL GENERAL & ADMIN EXPENSES	46,699	3,840	3,829	4,725	4,209	4,570	4,597	3,479	3,229	3,844	3,242	3,328

**BREVARD COUNTY
2017-2018 BUDGET**

Spessard Holland Golf Course

TOTAL

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Management Fee Expenses												
Prof. - General Management	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Total Management Fee Expenses	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Total Operating Expenses	79,156	78,784	81,460	79,178	79,063	96,822	82,172	71,225	71,276	72,491	86,234	72,076
Net Operating Income (Loss)	(30,221)	(9,077)	(12,747)	7,324	6,770	4,337	(1,073)	(16,412)	(27,053)	(23,383)	(41,471)	(23,595)
Non-Operating Expenses												
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-
Commissions	-	-	-	-	-	-	-	-	-	-	-	-
Rep & Maint-Extraordinary	-	-	-	-	-	-	-	-	-	-	-	-
Gain (Loss) on Assets Disposed	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation - Other	-	-	-	-	-	-	-	-	-	-	-	-
Amortization	-	-	-	-	-	-	-	-	-	-	-	-
Bad Debt	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Interest - Capital Lease	-	-	-	-	-	-	-	-	-	-	-	-
Total Non-Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-

Net Income (Loss)	(30,221)	(9,077)	(12,747)	7,324	6,770	4,337	(1,073)	(16,412)	(27,053)	(23,383)	(41,471)	(23,595)
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CASH FLOW

NET INCOME	(30,221)	(9,077)	(12,747)	7,324	6,770	4,337	(1,073)	(16,412)	(27,053)	(23,383)	(41,471)	(23,595)
Accrued Property Taxes	-	0	0	0	0	0	0	0	0	0	0	0
Amortization of Membership Dues	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)	(5,832)
Payment of Property Taxes	-	0	-	-	-	-	-	-	-	-	-	-
Collection of Membership Dues	69,978	-	69,978	-	-	-	-	-	-	-	-	-

NET CASH FLOW	(36,052)	(14,909)	(51,399)	1,493	938	(1,495)	(6,904)	(22,244)	(32,885)	(29,215)	(47,303)	(29,427)
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Cumulative Cash Flow	(36,052)	(50,961)	439	1,931	2,870	1,375	(5,529)	(27,773)	(60,658)	(89,873)	(137,175)	(166,602)
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Brevard County Golf System			
Total Facility Revenue & Expenses 2018-2020			
	FY2018	FY2019	FY2020
Savannahs			
Rounds	26,378	25,850	25,333
Total Revenue	\$671,312	657,886	644,728
Total Expenses	963,932	983,211	1,002,875
Total Capital Expenses	0	0	0
Savannahs Net Cash Flow	(\$292,620)	(\$325,325)	(\$358,147)
Habitat			
Rounds	37,205	37,205	37,205
Total Revenue	\$1,019,953	\$1,019,953	\$1,019,953
Total Expenses	1,098,152	1,120,115	1,142,517
Total Capital Expenses	0	0	0
Habitat Net Cash Flow	(\$78,199)	(\$100,162)	(\$122,564)
Spessard Holland			
Rounds	33,001	32,341	31,694
Total Revenue	\$851,119	\$834,097	\$817,415
Total Expenses	1,017,721	1,038,075	1,058,837
Total Capital Expenses	0	0	0
Spessard Holland Net Cash Flow	(\$166,602)	(\$203,979)	(\$241,422)
System			
Rounds	96,584	95,396	94,233
Total Revenue	\$2,542,384	\$2,511,935	\$2,482,096
Total Expenses	3,079,805	3,141,401	3,204,229
Total Capital Expenses	0	0	0
System Net Cash Flow	(\$537,421)	(\$629,466)	(\$722,133)
Assumptions - Worst Case			
Rounds and revenue at Savannahs and Spessard decline 2% per year			
Rounds and revenue at Habitat are flat year over year			
Expenses increase by 2% year over year			

Brevard County Golf - Capital Improvements and Major Repairs, prepared 10-11-17**Spessard Holland**

	Year 1	Year 2	Year 3
Irrigation Controller upgrade		\$20,000	
security cameras/alarm systems	\$5,000		
New computers	\$7,000		
Fencing/gate repairs/replacements	\$10,000		
Cart barn building repairs/partial demo	\$15,000		
Maintenance Facility			\$250,000
Pro Shop and restaurant AC units	\$20,000		
Level Tee Boxes			\$20,000
Starter Shack repairs	\$5,000		
Tree trimming/removal		\$20,000	
Drainage sump pump repair/replace	\$15,000		
Pump station repairs and pole barn		\$30,000	
Parking lot re-seal		\$15,000	
	\$77,000	\$85,000	\$270,000

Habitat	Year 1	Year 2	Year 3
New Computers	\$7,000		
security cameras/alarm systems	\$5,000		
Replace ball picker	\$8,000		
Irrigation upgrades (greens)		\$35,000	
Irrigation 'z' pipe	\$30,000		
Irrigation pumps and pole barn		\$100,000	
Replace golf clubhouse with new trailers		\$100,000	
Replace/repair Maintenance Pole barn		\$20,000	\$20,000
Tee leveling and expansions			\$100,000
tree trimming/removal			\$100,000
Bunker renovations			\$100,000
sump pump repairs/replacement	\$15,000		
Replace or repair bridge on #12	\$12,000		
	\$77,000	\$255,000	\$320,000

Savannahs	Year 1	Year 2	Year 3
Patio/cart ceiling leak repairs	\$30,000		
security cameras/alarm systems	\$5,000		
Bar/restaurant restoration	\$40,000		
Pump station pole barn and equipment		\$50,000	
Parking lot landscape and seal/stripe	\$25,000		
Clubhouse building repair and paint	\$25,000		
Restroom Between 5 & 11		\$25,000	
Canal dredging (property-wide)			\$100,000
Raise #11 fairway			\$60,000
Raise #2Fairway			\$100,000
Raise #7 fairway			\$50,000
Tile flooring	\$3,000		
Carpet clubhouse	\$6,000		
Aqua target greens for Range		\$20,000	
sewer line and restroom building on 14		\$25,000	
fence repairs at maintenance	\$5,000		
42 sand bunkers need drainage and sand		\$100,000	
Cart path repairs		\$15,000	
Parking lot lighting (safety issues)	\$10,000		
Awning over patio/furniture		\$25,000	
	\$149,000	\$260,000	\$310,000
Total for all 3 golf courses	\$303,000	\$600,000	\$900,000
Cumulative Three-year Total	\$1,803,000		

Section 4
Market Overview and Demographics
Competitive Analysis and Positioning

Market Overview

Brevard County has 25 public access golf courses inside the county boundaries (another three private clubs compete in the market as well for banquets and tournaments). Dozens of other golf courses from Vero Beach to East Orlando compete as well for golfers who might otherwise travel to Brevard to play. Once a thriving local business segment, golf in Brevard County, like many Florida markets, has suffered from the aging out of the core (senior) golfer segment, changing demographics and preferences in the baby boomer generation and those behind them, as well as the impact of the shuttle program shutdown, all of which have negatively impacted the number of rounds played in the market.

Likewise, while the Brevard County real estate market appears to be in full recovery mode, the year-round population in the market is once again growing, and new and expanding space program, technology and defense contractor companies represent optimism for the future, there has yet to be a measurable corresponding recovery for the area golf courses. Five well-established courses in the area (Royal Oak, Palm Gardens, Port Malabar, Summit View, and Sam Snead's Executive) have closed in the last 10 years, most of them earmarked for redevelopment. As we will illustrate in the demand analysis, there are still way too many golf courses in the market. Several of the local courses also lose money on an annual basis. The NGF report noted, and we verified, that the City owned Cocoa Beach and Melbourne course operations reportedly lose up to \$300,000 annually; those deficits are covered by their respective general funds. La Cita County Club in Titusville and the Rockledge Country Club are reportedly running annual deficits, both are separately owned by high net worth individuals willing to subsidize the losses personally.

Other local courses, such as the Duran Golf Club (subsidized by real estate sales) and Viera East, Aquarina and the Indian River Colony Club (all subsidized by CDD and/or community association fees) consistently run operating deficits as well. Private clubs such as Suntree historically assess their memberships for operating shortfalls and capital expenses.

Bottom line, money-losing golf operations are common in Brevard County, as is the case regionally and nationally. Well over 1,100 courses have been sold in the past ten years across the country, most of them in distress and many of them in foreclosure/short sales at deep discounts, further proof that golf as an industry continues its downward spiral*.

** Source, Leisure Investment Properties Group, 2017 semi-annual market update*

As stated in the executive summary, there is no data to indicate a resurgence or recovery in the golf industry overall, and certainly not here in Brevard County, which would present a compelling case for the County to continue to own and operate the golf courses. Likewise, the sales pitch to prospective buyers will have to focus on the 'bargain' price at which the courses can be acquired, and the concept that an owner-operator can run a golf course much more efficiently and more nimbly than a County Government.

Competitive Market Overall

As articulated in the NGF report three years ago, each of the Brevard County courses exists in its own competitive and demographic submarket, which by most golf industry standards today is defined as within a 15-minute drive time of each facility. This is due to the fact that golfers tend to travel less distance today than in the past for golf, and there are, in most if not all cases, other acceptable, value-priced golf offerings closer to home.

Each of these submarkets contains several golf courses of comparable location, quality, playability and pricing to the County courses, but there is no evidence to indicate that if the Brevard County courses were greatly improved, or further discounted in price, or a combination of the two, that they would be able to pull any significant market share away from their competitors. Golfers tend to stay close to home, often where their friends play, and look for the best rate possible. Generally, if the staff are reasonably accommodating and the greens in decent shape, there is typically no reason for them to travel elsewhere, other than for a special occasion or event, or for an exceptional deal at a high-end course they normally wouldn't pay to play. In fact, informal guest feedback from each of the County courses indicated that most of the regular players rarely if ever play any of the other courses in the area (Spessard Holland and the Habitat do have a limited amount of 'shared' play from time to time).

Additionally, in what continues to be a very price sensitive market for golf, there is no evidence to indicate that the County courses can *increase their rates* without losing some of their market share, regardless of the service and conditions. For example, Duran Golf Club, which is the newest, and probably the best designed, located and conditioned golf course in the market, staffed with very experienced management, is charging \$25 (on-line special) for golf in mid-October. Over the Summer they offered a \$99 a month all you can play program that included Rockledge Country Club. Earlier this spring, the *Cumulus* Golf Card was launched locally for \$49, that included a round of golf at six local courses, including Aquarina, Cocoa Beach, and others.

Habitat

Habitat likely has the best competitive positioning of the three County Courses, with just one regulation competitor (the Majors Golf Club) in its submarket. Nonetheless, despite the combination of a broader demographic (the player age range at Habitat is noticeably younger than that of Spessard and Savannahs), and proximity to U.S. 1 and I-95 in what are very populated areas north and west of the golf course, the course still does not generate enough demand to support it financially for the long-term. Similarly, the rate environment in Habitat's submarket is extremely competitive, \$20 golf (or less) is the prevailing rate almost market-wide right now, and does not improve all that much in the high-season.

Savannahs

On paper it may look as though the Savannahs is in a relatively positive position in terms of competition (the nearest public facility is almost 30 minutes away, the fundamental issue with the Savannahs is that all of its competition draws play *away* from Savannahs, as opposed to the other way around. The course's relatively remote location, difficult design (water and forced carries), and reputation for being extremely wet and mosquito infested, makes it the least popular (and played) course in the submarket, and likely in all of Brevard County.

We did not even include Duran, Baytree, La Cita, Great Outdoors and Indian River Preserve (formerly Walkabout) in the competitive analysis for Savannahs, but it should be noted that those courses likely lock out the north Brevard/Titusville and higher-end Viera market from coming to Savannahs. We also did not include Suntree Country Club, although it likely competes for outings and banquets, and, the private clubs also will capture those who live near Savannahs but would rather play their golf in a private club environment. Indian River Colony Club likely captures a significant amount of the retired military golf and membership market. Frankly, the Savannahs golf course was a 'field of dreams' from the outset and likely never had a chance to succeed financially, except in terms of the one-time proceeds from lot and home sales.

Spessard Holland

Much like the Habitat, Spessard Holland is in a fairly decent competitive position. The Aquarina Country Club course is more of a championship layout, as is the City of Melbourne Crane Creek course. Additionally, 'Beachsiders' do not really like to go over the bridge if they don't have too, and the perception is that Aquarina is too far 'out there'. That said, the market is extremely price sensitive and the Spessard clientele (mainly senior retired) are likewise bargain-shoppers. The Golfnow 'hot deals' are sold out daily to local players who in many cases play as much as 50 times a year at Spessard Holland. The Patrick Air Force base course is somewhat restricted in terms of public access, but they offer some pretty aggressive rate and passholder pricing and our guess is that they compete quite a bit for the active and retired military market.

Overall Competitive Positioning

Based on the current competitive environment, we do not believe any of the County courses have room to increase rates in the near future, nor do we believe they can be repositioned/restructured from their current mid-priced daily fee status.

Aside from the incremental income from food and beverage operations, and the potential for the previously mentioned \$1 capital improvement surcharge, would could potentially generate close to an additional (unbudgeted) \$100,000 this year, we see no other measurable revenue increasing opportunities for the courses in the next three years.

The following pages will illustrate the competitive submarkets for each of the County golf courses, as well as the current rates for each course, which we believe are appropriately positioned going forward.

(Note that we took a number of photographs and videos of the competitor courses; they can be made available upon request)

Competitive Market Analysis

Course: Habitat

As of: 10/6/2017

Quality Rating Scale		5 Excellent	4 Very good	3 Good	2 Fair	1 Poor
Location/Quality Rating		Habitat	Majors	Barefoot Bay	Sebastian Municipal	Spessard Holland
	Distance from Your Course	0	7 Miles	9 Miles	15 Miles	17 Miles
	Type of Course	Municipal	Semi-Private	Public	Municipal	Municipal
Status	Year of Opening	1991	1999	1972	1981	1977
Course Characteristics & Conditions	No. Holes	18	18	18 executive	18	18 executive
	Tee Condition Rating	1.5	2.5	2.5	3	3
	Green Condition Rating	3	4	3	3	3.5
	Fairway Condition Rating	2.5	3	3	3	3
	Overall Course Rating	2.5	3.375	2.875	3	3.25
Driving Range	(G) Grass, (M) Mats, (L) lighted	G	G	G	G	n-a
	Quality Rating	3	4	3	3	n-a
Clubhouse Information	Pro Shop Rating	2.5	3	3	3	2.5
	Snack Bar/Restaurant Rating	2.5	3	3	3	2.5
	Banquet/Outing Facilities Rating	2.5	3	3	3	2.5
	Overall F&B Rating	2.5	3	3	3	2.5
	Overall Clubhouse Rating	2.5	3	3	3	2.5
Fall Rates (October) Resident Green Fees	18 hole weekday	\$30.00	\$31.00	\$38.00	\$35.00	\$29.99
	18 Hole weekend	\$30.00	\$31.00	\$38.00	\$35.00	\$29.99
	Cardholder' rate	\$26.00	\$27.00	\$32.00	\$30.00	\$25.99
	Twilight	\$20.00	\$23.00	\$27.00	\$30.00	\$25.99
Recent Specials (week of 10-9-17)		\$27 all day, hot deals on golfnow for \$17, golf /lunch/range balls for \$29	Hot deal for \$10 at 3pm, daily specials for \$19	Barefoot bay residents \$32/\$21, \$20 all day every day currently	\$20 every day during greens renovation, \$34am, \$29pm on Golfnow, \$20 hot deal at 1:40	\$26 on Golfnow, \$12 hot deal times at 11, 1 and 3 every day
Notes		Golf layout is very good, no homes, very popular in south Brevard, greens are good, rest of the course needs work	Arnold Palmer design, Greens renovated in 2016, clubhouse is a little tired and service not great, very good location to Palm Bay area	Reviews say short but challenging course with good course conditions. Par 60, good for seniors and beginners, Joe Lee design	Re-grassed 9 greens in July of 2017, doing other 9 now	staff is friendly, snack bar could be good with product, ac, music, window blinds

Competitive Market Analysis

Course: Savannahs

As of: 10/6/2017

Quality Rating Scale		5 Excellent	4 Very good	3 Good	2 Fair	1 Poor
Location/Quality Rating		Savannahs	Rockledge CC	Turtle Creek	Viera East	Cocoa Beach CC
	Distance from Your Course	0	15 Miles	17 Miles	17 Miles	18 Miles
	Type of Course	Public	Private	Semi Private	Semi Private	Public
Status	Year of Opening	1989	1922 (golf course)	1971	1994	1968
Course Characteristics & Conditions	No. Holes	18	18	18	18	27
	Tee Condition Rating	1.5	3	1.5	3.5	3
	Green Condition Rating	2	3	2	3.5	3.5
	Fairway Condition Rating	1.5	3	2	3.5	3
	Overall Course Rating	1.75	3	1.875	3.5	3.25
Driving Range	(G) Grass, (M) Mats, (L) lighted	G (aqua)	G	G (aqua)	G	G
	Quality Rating	2	3	1.5	3.5	2.5
Clubhouse Information	Pro Shop Rating	1.5	3.5	1	3	2.5
	Snack Bar/Restaurant Rating	1	3.5	3	3	3
	Banquet/Outing Facilities Rating	1	4	3	3	3
	Overall F&B Rating	1	4	3	3	3
	Overall Clubhouse Rating	1.5	3.75	2.5	3	2.875
Fall Rates (October) Resident Green Fees	18 hole weekday	\$30.00	NA	\$27.00	\$39.00	\$41.00
	18 Hole weekend	\$30.00	NA	\$27.00	\$39.00	\$41.00
	Cardholder' rate	\$26.00	NA	NA	\$31.00	\$35.00
	Twilight	\$26.00	NA	\$22.00	\$33.00	\$28.00
Notes	Recent Specials	\$18 all day on GolfNow, golf /lunch/range balls for \$29, two-for one Tuesdays	no public play, memberships start at \$59 per month (social and pool)	\$19 all day every day, annual passes are \$750 plus \$12 cart fee	currently running a \$27 special, also offer a \$79 associate card for 20% off green fees	\$25 on Golfnow, \$16 hot deal times
		Clubhouse grounds, and exterior are very uninviting, restaurant is non-operational, golf course extremely wet, mosquito infested	The clubhouse restaurant (Vue 18) is open to the public, and the club has a nice banquet space, they aggressively pursue golf tournaments	new sports bar/restaurant ('Twisted Birch') opened 9-1-17, very well done, older neighborhood but good value course in a good location, low cost market leader	New tif-eagle greens, very active golf lesson academy, they run a tee time lottery in-season due to heavy play volumes	known as a fun layout, river views, clubhouse hosts city/community events, pool complex is an additional traffic draw. Cheap golf and average service

Competitive Market Analysis

Course: Spessard Holland

10/6/2017

Quality Rating Scale		5 Excellent	4 Very good	3 good	2 Fair	1 Poor
Location/Quality Rating		Spessard Holland	Crane Creek Reserve	Aquarina CC	Manatee Cove at Patrick Air Force Base	Habitat
	Distance from Your Course	0	8 miles	10 miles	13 miles	0
	Type of Course	Municipal	municipal	semi private		Municipal
Status	Year of Opening	1977	1926	1996	1961	1991
Course Characteristics & Conditions	No. Holes	18 executive	18	18	18	18
	Tee Condition Rating	3	3	3	3.5	1.5
	Green Condition Rating	3.5	3	3	3.5	3
	Fairway Condition Rating	3	3	3	3.5	2.5
	Overall Course Rating	3.25	3	3	3.5	2.5
Driving Range	(G) Grass, (M) Mats, (L) lighted	No range	G	No range	G	G
	Quality Rating	n-a	3	n-a	3	3
Clubhouse Information	Pro Shop Rating	2.5	2.5	3	3	2.5
	Snack Bar/Restaurant Rating	2.5	2.5	3	3	2.5
	Banquet/Outing Facilities Rating	2.5	2.5	3	3	2.5
	Overall F&B Rating	2.5	2.5	3	3	2.5
	Overall Clubhouse Rating	2.5	2.5	3	3	2.5
Fall Rates (October) Resident Green Fees	18 hole weekday	\$29.99	\$28 / \$18 to walk	\$29.00	\$40.00	\$30.00
	18 Hole weekend	\$29.99	\$28.00	\$39.00	\$40.00	\$30.00
	Cardholder' rate	\$25.99	NA	NA	\$22.00	\$26.00
	Twilight	\$25.99	\$22.00	\$25.00	\$22.00	\$20.00
Recent Specials		\$26 on Golfnow, \$12 hot deal times at 11, 1 and 3 every day	Annual pass for \$725/yr, does not include cart fee, they charge a \$6 walking fee	\$13 all day on Golfnow	Cart fee only for active-duty all summer, they offer a winter season pass for	\$27 all day, hot deals on golfnow for \$17, golf /lunch/range balls for \$29
Notes		staff is friendly, snack bar could be good with product, ac, music, window blinds	One of the oldest courses in the area, operated by City of Melbourne. Good location, popular with seniors (short and pretty wide open)	Nice curb appeal and Clubhouse, no range, club is owned by real estate developer	Limited access to civilians, but probably draws active and retired military	Golf layout is very good, no homes, very popular in south Brevard, greens are good, rest of the course needs work

Habitat Rates 2017

	2017	2017	2017
PLAYER TYPE	Feb 1st To April 15th	April 16th -June 1st	June 2nd- Sept 30
Rack Rate		DAILY	DAILY
18 AM CART	\$47.99	\$38.99	\$29.99
9 AM CART	\$32.99	\$29.99	\$22.99
18 AM/PM WALK	\$35.99	\$25.99	\$19.99
9 AM/PM WALK	\$26.99	\$22.99	\$16.99
18 PM CART	\$37.99	\$29.99	\$25.99
9 PM CART	n/a	\$26.99	\$22.99
TWILIGHT CART	\$23.99	\$21.99	\$19.99
TWILIGHT WALK	\$20.99	\$18.99	\$15.99
ANNUAL PASS 18 AM CART	14.99 + 8	\$14.99	\$14.99
ANNUAL PASS 9 AM CART	9.99 + 6	\$14.99	\$9.99
ANNUAL PASS 18 WALK	\$8.00	\$0.00	\$0.00
ANNUAL PASS 9 WALK	\$6.00	\$0.00	\$0.00
ANNUAL TWILIGHT WALK/RIDE	\$14.99	\$14.99	14.5/\$0
15 AND UNDER WALK/RIDE	\$5.99	\$5.99	\$5.99
REPLAY ROUND	\$19.99	\$17.99	\$14.99
Brevard Discount Golf Card	DAILY	DAILY	DAILY
18 AM CART	\$36.99	\$30.99	\$25.99
9 AM CART	\$26.99	\$25.99	\$20.99
18 AM/PM WALKING	\$35.99	\$19.99	\$15.99
9 AM/PM WALKING	\$26.99	\$15.99	\$11.99
18 PM CART	\$30.99	\$25.99	\$21.99
9 PM CART	n/a	\$21.99	\$20.99
TWILIGHT CART	\$19.99	\$17.99	\$15.99
TWILIGHT WALK	\$15.99	\$15.99	\$15.99
REPLAY ROUND	\$9.99	\$9.99	\$9.99
FEES	DAILY	DAILY	DAILY
CART/RIDER FEE 18	\$14.99	\$14.99	\$14.99
CART/RIDER FEE 9	\$9.99	\$9.99	\$9.99
SRIXON PREMIUM RENTALS	\$29.99	\$29.99	\$29.99
LARGE RANGE	\$6.99	\$6.99	\$6.99
SMALL RANGE	\$3.99	\$3.99	\$3.99

Savannahs Rates 2017

	2017	2017	2017
PLAYER TYPE	Feb 1 to April 15th	April 16th -June 1st	June 2nd- Sept 30
Rack Rate		DAILY	DAILY
18 AM CART	\$44.99	\$36.99	\$29.99
9 AM CART	\$31.99	\$28.99	\$25.99
18 AM/PM WALK	\$32.99	\$24.99	\$18.99
9 AM/PM WALK	\$23.99	\$21.99	\$15.99
18 PM CART	\$34.99	\$29.99	\$25.99
9 PM CART	n/a	\$22.99	\$15.99
TWILIGHT CART	\$22.99	\$19.99	\$18.99
TWILIGHT WALK	\$16.99	\$14.99	\$15.99
ANNUAL PASS 18 AM CART	\$14.99 +8	\$14.99	\$15.99
ANNUAL PASS 9 AM CART	\$9.99 +6	\$9.99	\$10.99
ANNUAL PASS 18 WALK	\$8.00	\$0.00	\$0.00
ANNUAL PASS 9 WALK	\$6.00	\$0.00	\$0.00
ANNUAL TWILIGHT WALK/RIDE	\$0/10.99	\$0/10.99	\$0/10.99
15 AND UNDER WALK/RIDE	\$5.99	\$5.99	\$5.99
REPLAY ROUND	\$19.99	\$19.99	\$15.99
Brevard Discount Golf Card	DAILY	DAILY	DAILY
18 AM CART	\$33.99	\$28.99	\$25.99
9 AM CART	\$26.99	\$21.99	\$18.99
18 AM/PM WALKING	\$24.99	\$18.99	\$12.99
9 AM/PM WALKING	\$17.99	\$13.99	\$9.99
18 PM CART	\$29.99	\$25.99	\$18.99
9 PM CART	n/a	\$18.99	\$15.99
TWILIGHT CART	\$19.99	\$17.99	\$15.99
TWILIGHT WALK	\$15.99	\$13.99	\$12.99
REPLAY ROUND	\$9.99	\$9.99	\$9.99
FEES	DAILY	DAILY	DAILY
CART/RIDER FEE 18	\$14.99	\$14.99	\$14.99
CART/RIDER FEE 9	\$9.99	\$9.99	\$9.99
SRIXON PREMIUM RENTALS	\$29.99	\$29.99	\$29.99
SMALL RANGE	\$3.99	\$3.99	\$3.99
MEDIUM RANGE	N/A	N/A	N/A
LARGE RANGE	\$7.99	\$7.99	\$7.99

Spessard Holland Rates 2017

	2017	2017	2017
PLAYER TYPE	Feb 1st to April 15th	April 16th -June 1st	June 2nd- Sept 30
Rack Rate	DAILY	DAILY	DAILY
18 AM CART	\$44.99	\$33.99	\$29.99
9 AM CART	\$31.99	\$23.99	\$19.99
18 AM/PM WALK	\$32.99	\$23.99	\$19.99
9 AM/PM WALK	\$23.99	\$19.99	\$16.99
18 PM CART	\$34.99	\$27.99	\$25.99
9 PM CART	n/a	\$22.99	\$20.99
TWILIGHT CART	\$19.99	\$19.99	\$16.99
TWILIGHT WALK	\$14.99	\$14.99	\$14.99
ANNUAL PASS 18 AM CART	12.99 + 8	\$12.99	\$12.50
ANNUAL PASS 9 AM CART	7.99 + 6	\$7.99	\$7.50
ANNUAL PASS 18 WALK	\$8.00	\$0.00	\$0.00
ANNUAL PASS 9 WALK	\$6.00	\$0.00	\$0.00
ANNUAL TWILIGHT WALK/RIDE	\$7.99 Ride/\$0	\$7.99 Ride/\$0	\$7.99 Ride/\$0
15 AND UNDER WALK/RIDE	\$5.99	\$5.99	\$5.99
REPLAY ROUND	\$24.99	\$19.99	\$14.99
Brevard Discount Golf Card	DAILY	DAILY	DAILY
18 AM CART	\$32.99	\$26.99	\$24.99
9 AM CART	\$24.99	\$19.99	\$19.99
18 AM/PM WALKING	\$24.99	\$15.99	\$14.99
9 AM/PM WALKING	\$17.99	\$12.99	\$11.99
18 PM CART	\$27.99	\$22.99	\$21.99
9 PM CART	n/a	\$19.99	\$18.99
TWILIGHT CART	\$17.99	\$17.99	\$16.99
TWILIGHT WALK	\$12.99	\$12.99	\$11.99
REPLAY ROUND	\$9.99	\$9.99	\$9.99
FEES	DAILY	DAILY	DAILY
CART/RIDER FEE 18	\$12.99	\$12.99	\$12.99
CART/RIDER FEE 9	\$7.99	\$7.99	\$7.99
SRIXON PREMIUM RENTALS	\$29.99	\$29.99	\$29.99

Demographics and Demand Sources

Calculating the demand for golf in any given market area has become extremely complex and unreliable as demographics have changed and golf has been in its decline. There are simply too many variables to make any accurate predictions for the future using anything other than historical trend data and the broadest measures of population and player participation percentages.

Likewise, submarket predictions are even more unreliable, since there is little data available to evaluate where rounds of golf are coming from. The golf industry is notorious for its lack of data collection and analysis, unlike the hotel and airline industries, which have become highly adept at data tracking and customer profiling. That said, the best we can do is compare the actual rounds and revenue traffic at the courses to what the overall market demand typically would be.

As stated previously, the national participation rate for golf is 8%. With a population of approximately 540,000 in Brevard County, that would mean there are 43,200 golfers in the market. The national average for number of individual rounds played per year is 21. So the broad-based calculated rounds demand (not including tourist and seasonal rounds) for Brevard County is 907,200 rounds, or an average # of rounds per facility (25) of 36,288.

While this number of rounds does not necessarily translate into a positive financial outcome (in most cases it clearly does not), in 2017 the Savannahs (27,211 rounds this past year) underperformed the market average by 25%, Spessard Holland (34,819) by 4%, and Habitat (38,103) actually outperformed the market average by 5%. The national average rounds played per course is 33,800.

In reviewing the 15-minute drive time submarket demographics, Savannahs and Habitat appear to be pulling more golfers from further away (their 15-minute populations equate to less rounds than they are actually doing), while Spessard Holland's rounds should be significantly higher based on their submarket population. We attribute this to the close proximity of Spessard's two closest competitors, and the fact that the age demographic for Spessard is older (the median age is 51.6, versus 45.8 for Habitat and 48.4 for Savannahs.*

**Population and Demographics source, Space Coast Economic Development Commission*

Given that golf participation rates are ***declining at a higher velocity than annual population growth***, again there is no hard data or trend evidence to indicate that rounds in the market, or at the County courses, will reverse their negative trends.

There was also some discussion in the NGF report three years ago about 'latent' demand, which refers to the concept that there is a certain percentage of the population that ***might*** be interested in trying golf at some point. The report suggested that this latent demand represented a significant opportunity for the golf industry, and for the local courses as well. Given that player participation rates have continued to decline, as have rounds played, we cannot support, nor bet on, this latent demand theory as having any future measurable impact on future demand for golf.

Job Growth and Tourism Impacts

According to the Space Coast Economic Development Commission, more than two dozen corporations, including Blue Origin, Embraer, Oneweb Satellites, Lockheed Martin, and others, have announced new or expanded facilities in Brevard County in the past two years, which are expected to bring an estimated 2,200 new jobs to the area by 2020, many of them higher-paying tech sector positions and a majority of them in Northern Brevard County. While this is certainly positive for the area, and might add some incremental demand for the Savannahs, we do not believe that it represents any *measurable, significant* impact on future demand. This job and population growth will likely not even make up the gap of the continuing expected decline in golfers and participation that will likely occur in the next three years.

As for the impact of tourism on golf, there is little if any data available which can tell us how many rounds of golf are played by the nearly 6 million visitors a year who come to (or through) Brevard County (note that the Florida Space Coast Office of Tourism, FSCOT, in cooperation with Florida Tech, has recently launched a new tourism survey that includes a golf section, preliminary data is expected to be released in spring of 2018). In the absence of any hard data, we had to rely on the somewhat anecdotal testimonials from local tourism industry professionals.

We spoke with the director of the largest tour excursion company at the port, six hotel sales directors from the port, Cocoa Beach and Indian Harbor Beach, the sales and information manager at FSCOT, the former golf marketing specialist for Brevard County Golf, and one of the directors of a small group of hotels and golf courses that formed the Florida Space Coast Golf Association several years ago in an effort to better market Brevard County as a golf destination (two of the County courses are members of the FSCGA).

A summary of the feedback from these professionals is as follows:

The majority of cruise passengers are very budget-minded and do not have the desire nor the discretionary dollars to spend on golf. One ship, the Carnival Aida, which has mainly European (mainly German) passengers, provides the Savannahs with about 6 players every two weeks. The most popular excursions for the Cruise passengers are KSC, the Orlando Theme Parks, and Cocoa Village. Despite aggressive efforts by previous and current management at the Savannahs, and Parks and Rec marketing staff, and the excursions manager, there has been little production from the port in terms of rounds of golf played anywhere in the market, including at the Savannahs.

All of the hotel sales directors interviewed stated that requests from guests about golf in the area are nearly non-existent. Again, despite efforts, and significant resources, dedicated to marketing golf to visitors, most guest reportedly are either in transit to board cruise ships, vacationing with family to the beaches and local attractions, or contract employees in town for work with little time or desire to golf. The only golf-related material I found at any of the hotels was a \$4 off coupon for the Cocoa Beach Country Club at the Marriott Courtyard there.

The sales and information manager at FSCOT, who is an avid golfer and has been with FSCOT for 28 years, indicated that golf as a tourist attraction is an extremely low segment of visitor traffic. In fact FSCOT has committed matching funds to the FSCGA, including paying the \$1,000 annual membership fee for the Habitat and Savannahs, for an aggressive marketing campaign for Brevard County Golf. In a recent conversation with that individual, he indicated that FSCOT is considering a move to de-fund the effort due to extremely poor results.

The former golf marketing specialist for Brevard County, employed in 2015 to focus efforts on marketing for the three golf courses, with an emphasis on the Savannahs, indicated that despite her best efforts to create and network programs at the port, the hotels and other local organizations to drive incremental play, there was little to no impact in terms of additional rounds. In fact, she stated very clearly that her efforts to market the Savannahs were an exercise in futility due to the location and poor reputation of the course in terms of playability, layout, conditions, mosquitoes, etc. In her words, she 'couldn't give the golf away for free'.

Lastly, the rounds data from the FSCGA for the last three years indicated that approximately 3,000 total stay and play rounds have been generated through the program since 2014 (the bulk of those rounds were booked at the flagship course in the group, Duran in Viera, as well as Baytree National and Viera East. The most successful program to date is a 'buy three nights and get the fourth night free'.

Suffice it to say that based on these discussions, there is no 'pot of gold' imbedded in the tourism segment in Brevard County in terms of golf demand.

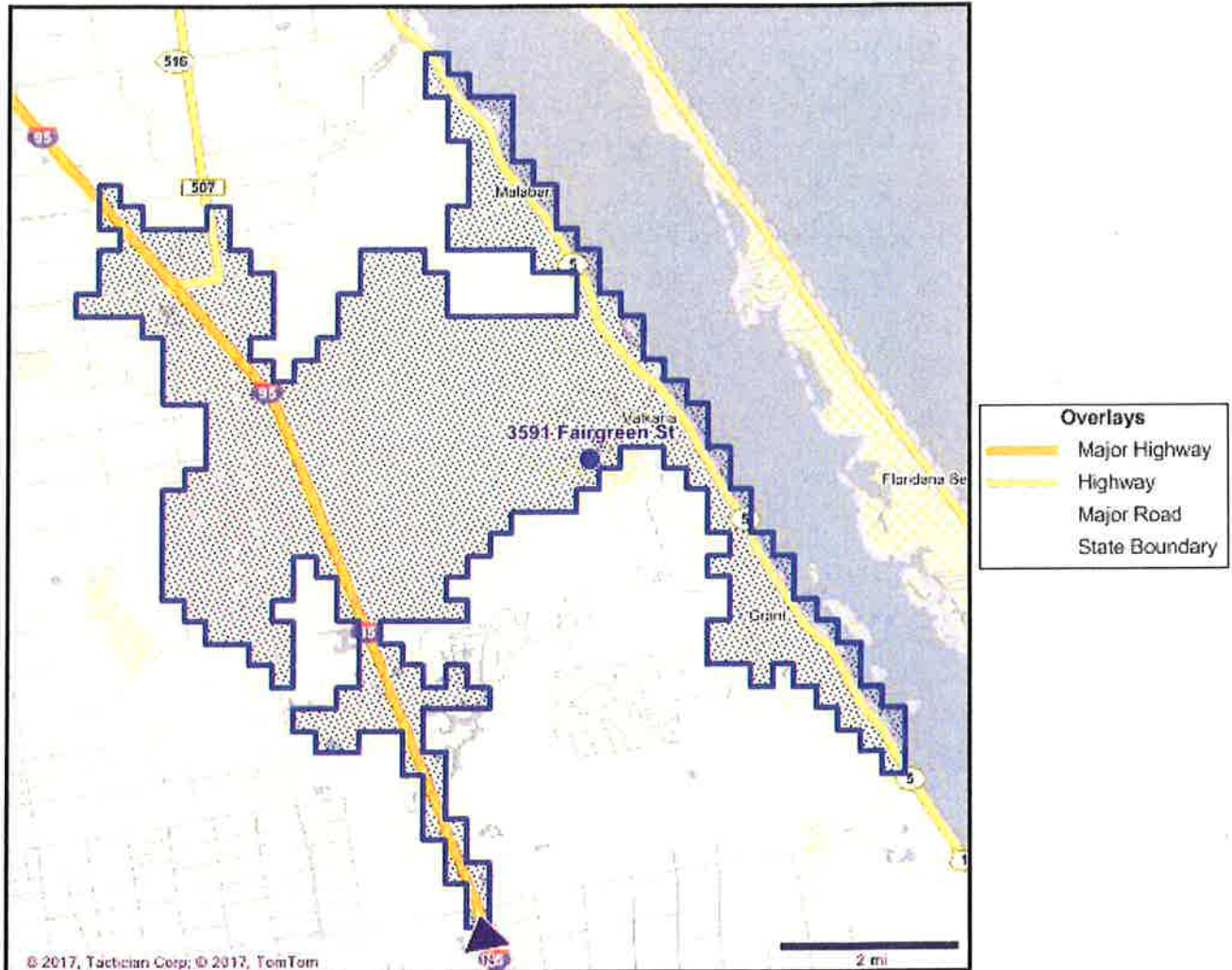
The demographic ring study information obtained from the SCEDC is on the following pages.

Detailed Demographic

3591 Fairgreen St

Analysis Level: Block Groups (2010 Census)

10/2/20



3591 Fairgreen St
Malabar, FL 32950

Longitude: -80.5595
Latitude: 27.9584

3591 Fairgreen St

Population Change		
	TravelTime of 15 minutes	
	Number	Percent Change
1980 Census	4,019	
1990 Census	9,430	134.6%
2000 Census	11,665	23.7%
2010 Census	13,809	18.4%
2016 Projection	14,193	2.8%
2021 Projection	15,464	9.0%

Households Change		
	TravelTime of 15 minutes	
	Number	Percent Change
1980 Census	1,559	
1990 Census	3,680	136.0%
2000 Census	4,727	28.5%
2010 Census	5,555	17.5%
2016 Projection	5,824	4.8%
2021 Projection	6,133	5.3%

Families (2016)		
	TravelTime of 15 minutes	
Families		3,958
Average Family Household Size		2.98
Households: Non-Family		1,866
Average Non-Family Household Size		1.27

Population by Race (2016)		
	TravelTime of 15 minutes	
	Number	Percent
White	11,160	78.6%
Black	1,899	13.4%
Asian	247	1.7%
Native American	69	0.5%
Hawaiian / Pacific Islander	10	0.1%
Two or More	450	3.2%
Other Race	357	2.5%
Total	14,192	100.0%

Hispanic Population (2016)		
	TravelTime of 15 minutes	
	Number	Percent
Hispanic	1,768	12.5%
Not Hispanic	12,425	87.5%
Total	14,193	100.0%

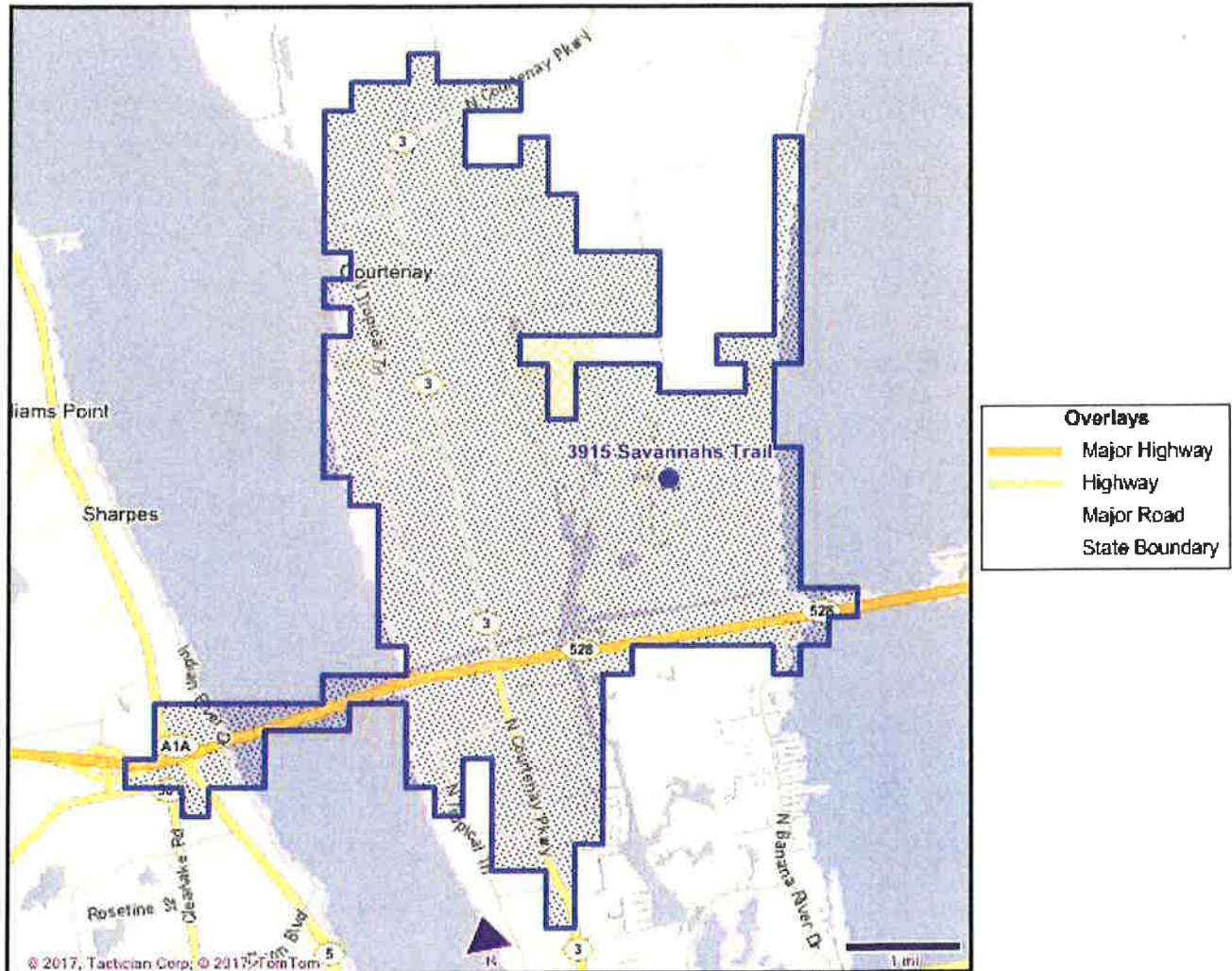


Detailed Demographic

3915 Savannahs Trail

Analysis Level: Block Groups (2010 Census)

10/2/20



3915 Savannahs Trail
Territt Island, FL 32953

Longitude: -80.6770
Latitude: 28.4250

3915 Savannahs Trail

Population Change		
	TravelTime of 15 minutes	
	Number	Percent Change
1980 Census	6,231	
1990 Census	8,994	44.3%
2000 Census	11,321	25.9%
2010 Census	12,377	9.3%
2016 Projection	12,548	1.4%
2021 Projection	13,369	6.5%

Households Change		
	TravelTime of 15 minutes	
	Number	Percent Change
1980 Census	2,228	
1990 Census	3,551	59.4%
2000 Census	4,550	28.1%
2010 Census	5,035	10.7%
2016 Projection	5,201	3.3%
2021 Projection	5,365	3.1%

Families (2016)		
	TravelTime of 15 minutes	
Families		3,579
Average Family Household Size		2.90
Households: Non-Family		1,622
Average Non-Family Household Size		1.23

Population by Race (2016)		
	TravelTime of 15 minutes	
	Number	Percent
White	10,640	84.8%
Black	956	7.6%
Asian	385	3.1%
Native American	49	0.4%
Hawaiian / Pacific Islander	14	0.1%
Two or More	366	2.9%
Other Race	137	1.1%
Total	12,547	100.0%

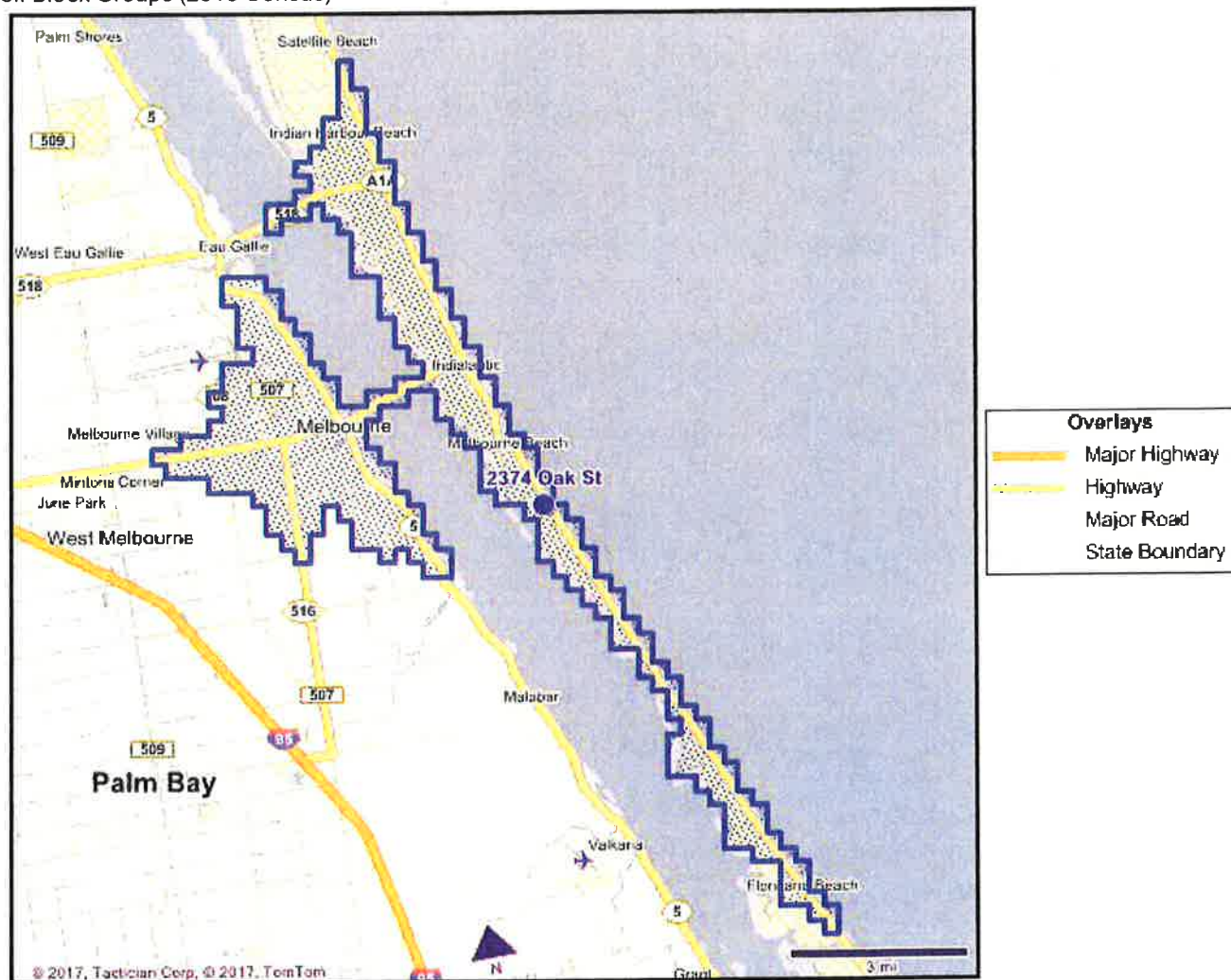
Hispanic Population (2016)		
	TravelTime of 15 minutes	
	Number	Percent
Hispanic	934	7.4%
Not Hispanic	11,614	92.6%
Total	12,548	100.0%

Detailed Demographic

2374 Oak St

Analysis Level: Block Groups (2010 Census)

10/2/20



2374 Oak St
Melbourne beach, fl 32951

Longitude: -80.5513
Latitude: 28.0512

2374 Oak St

Population Change		
	TravelTime of 15 minutes	
	Number	Percent Change
1980 Census	38,710	
1990 Census	43,816	13.2%
2000 Census	47,084	7.5%
2010 Census	46,928	-0.3%
2016 Projection	48,462	3.3%
2021 Projection	52,084	7.5%

Households Change		
	TravelTime of 15 minutes	
	Number	Percent Change
1980 Census	14,950	
1990 Census	19,055	27.5%
2000 Census	21,043	10.4%
2010 Census	21,399	1.7%
2016 Projection	22,605	5.6%
2021 Projection	23,521	4.1%

Families (2016)		
	TravelTime of 15 minutes	
Families		12,646
Average Family Household Size		2.77
Households: Non-Family		9,958
Average Non-Family Household Size		1.22

Population by Race (2016)		
	TravelTime of 15 minutes	
	Number	Percent
White	40,669	83.9%
Black	4,753	9.8%
Asian	1,189	2.5%
Native American	114	0.2%
Hawaiian / Pacific Islander	27	0.1%
Two or More	1,193	2.5%
Other Race	517	1.1%
Total	48,462	100.0%

Hispanic Population (2016)		
	TravelTime of 15 minutes	
	Number	Percent
Hispanic	3,158	6.5%
Not Hispanic	45,305	93.5%
Total	48,463	100.0%

Section 5

Marketing

Marketing

As stated previously, marketing efforts for golf in Brevard County in general, and specifically for the County golf courses have been fairly well-resourced since 2015, by County agencies, the dedicated marketing individual in Parks and Recreation in 2015, and subsequently by the previous management company, which also had a dedicated marketing resource for Brevard County.

Although currently somewhat off-track and under-resourced currently due to the management transition, the clubs entered into an agreement with Orlando-based **GolfNow** in July to outsource its internet and social networking efforts, which has been an acceptable solution in the interim. **GolfNow** conducts all the internet-based marketing efforts (through its network of golf subscribers), supports the courses' online tee sheets and point of sale software systems, maintains and updates the course websites and Facebook pages and posts, and provides rounds and revenue data reports on a monthly basis. Given the current environment, the websites and Facebook pages are acceptably presented and are of acceptable quality. Likewise the online reservation booking system is easy to navigate; 90% of the tee times are still made in-person or by phone either through the **GolfNow** call center or directly through the courses.

The services are paid for through trade tee times (three foursomes per day per course), which the company sells online and keeps 100% of the proceeds. It is way too early to tell whether or not this arrangement will add any measurable incremental business for the courses; it will be critically important to measure and monitor the results going forward.

One of the key challenges with the arrangement is that the courses do not have any control over the pricing of the trade times, and currently those times are marketed (and sold out almost daily) for a fraction of the regular rate. Not only does this damage rate integrity, but the lost revenue to the course could be significant. *In December of 2016 for example, the courses recorded 1,052 GolfNow trade rounds, which at \$25 each equates to over \$25,000 in revenue lost in one month.*

Of course there is a cost associated with the marketing and software support functions, so it will be important to perform a cost/benefit/return on investment analysis at some point to evaluate the program.

Given the somewhat pessimistic outlook for golf demand going forward, we are not advocating a full re-ramp-up of marketing resources (most everything that could be attempted has been). We did however include some advertising expenses in the course budgets for some more traditional and effective means of marketing and exposure, specifically things like coupon book ads, multi-play cards and other low-cost avenues to increase (or maintain) play levels.

If in fact the County elects (or is forced to) bring in additional third-party management assistance, that resource would be able to provide development, oversight and implementation of the marketing strategies for each golf course. The course level managers would then be the 'boots on the ground' to implement the facility-specific promotions and programming (i.e. clinics, tournaments, holiday events, etc.).

Presently the course managers book any tournament inquiries themselves (the courses reportedly hosted maybe 10 tournaments each last year) and negotiate rates with each event, typically pricing them at somewhat discounted rates with food and beverage built into the overall price. This is a fairly standard practice in the industry, and tournaments will typically 'shop' all of the courses in the market for the best price. There is no formal tournament sales package or outreach effort in place currently, but we do not see that as a significant source of increased revenue going forward.

As stated previously, the annual pass and discount card programs have been fairly effective and should be continued.

We would suggest that any future marketing plans also include the following:

- A means to collect customer feedback on a regular basis, and not just from the players who book with golfnow or comment on Facebook (there is a sampling of recent **GolfNow** player reviews in the appendix section). This can easily be done with a comment card at the golf courses, or an online survey, which can then be forwarded to management for the appropriate action.
- Postings on the County website and at other park locations and events, through the County tax bills and newsletters, and any other sources for cross-promotion. To the extent possible, utilize the golf course for selective County-sponsored events, junior camp programs, and other programming. Establish a County employee rate/reward program for golf.
- Establish a presence at Chamber of Commerce, business networking and other organizations and events to create more brand awareness in the community.
- Increase efforts in outbound grass-roots initiatives that include establishing relationships with local corporate campuses, schools, churches, charities and fraternal organizations in each market area.
- Pursue more charity, military, corporate and fraternal organization tournaments and league play arrangements.

Every initiative should be evaluated in terms of results and true return on investment versus cost. For example, the clubs offering of a Groupon promotion (twice in the past year, including once during peak season) may have very well eroded green fee revenue by displacing what would have been higher-priced play. And the key question would be who actually purchased the Groupon, and were they possibly regular players who would have paid a higher rate.

Likewise, trade, comp, cart fee only and other discounted rounds need to be closely evaluated and scrutinized for eroded and/or lost revenue opportunity. For example, in December 2016 there were 165 employee and employee guest rounds, and 181 passholder loyalty rounds; consideration might be given to charging employees for golf during peak-season, and restricting the reward rounds to off-season.

There are a handful of recent email specials sent out by the courses in the last few weeks; the responses have reportedly been 'light' this far

Section 6
Summary Discussion, Disposition Timeline

In Summary

As we made our way through the various segments of this assignment and report, it became more and more clear to us that the Brevard County Golf Courses would likely be much better off in the hands of individual entrepreneurial owners who can build local loyalty, completely control day-to-day operations, earn a decent owner/manager salary, and make a long-term commitment to the courses and their constituents. Selling the courses to this target segment of buyers would be a 'win-win' for all concerned, and there are many examples over the past five years of similar situations, and most of them have had very successful outcomes for the courses and their new owners. There is enough of a story to tell relative to historically poor management and the potentially upside at the courses to this set of buyers to generate some interest.

The County has demonstrated over time that it hasn't been able to effectively manage golf, but that is not within any government agency's core-competence. Likewise, the capital costs to restore the facilities to acceptable conditions, and the operating losses over time simply are not in the County's financial plan; Parks and Recreation reportedly has over \$20 million in unfunded departmental repair and maintenance costs throughout its current Parks system.

Finally, the downturn that golf is experiencing everywhere is no-one's fault, and nothing could have been done to prevent it except to 'un-build' the some 4,000 new courses that came on line from 1990 to 2005.

If the County elects to market the golf courses for sale, here is a timeline of the process:

- Market the courses locally and regionally to small to mid-size management companies, local competitors, seasoned golf professionals and superintendent, and high net worth individuals through local and national resources, cooperating golf course brokers, and direct contact with existing prospective buyers. **30 Day Process**
- Obtain letters of interest and proof of financial capability and golf experience **30 days**
- Negotiate and execute Purchase and Sale contracts **30 days**
- Buyer due-diligence **45 days**
- Closing **15 days**

Best case market-to-close-of-sale 150 days

Clearly this timeline pretty much assures that we will miss the pre-high-season window for a rapid sale of the courses and that an interim management scenario will need to be undertaken. As avid golfers, with 20+ years of experience in disposing of distressed golf courses in our organization, we are confident that we can execute an aggressive campaign to fully vet the potential disposition of the courses in the next six to twelve months.

We look forward to discussing this report and our findings.

Greg Christovich
President and Chief Executive Officer

Section 7 - Appendix

- Relevant Current Industry Articles
- Golfdatatech Rounds Played Reports
- Online reviews
- Recent Email and Facebook Specials

Van Berg Golf Course targeted during budget hearing

TYLER ELLYSON tellyson@columbustelegram.com

Sep 8, 2017

Van Berg Golf Course is geared toward younger and beginning players who are more comfortable there than at the 18-hole Quail Run Golf Course.

Telegram file photo

COLUMBUS — Only one person spoke during Tuesday night's public hearing for the 2017-18 city budget.

And he's a familiar face with a familiar complaint.

John Curry, a regular Columbus City Council combatant, showed up to continue his criticism of the city for subsidizing two municipal golf courses.

"The city of Columbus loses a fortune each year providing municipal golf," he said.

Curry, who regularly exchanges emails with city officials on the topic, has for years called for the closure of Van Berg Golf Course to eliminate the tax subsidy needed to keep it open.

City officials project the nine-hole course will have an operating loss of \$120,206 this fiscal year, with a larger subsidy of \$351,530 needed to reach the break-even point at the 18-hole Quail Run Golf Course.

Curry referred to that as an "embarrassing sum of money" while calling on the city council to authorize a study that compares what Columbus spends to operate its golf courses with costs in other cities.

The Columbus man, whose father was a founding member at Elks Country Club, believes closing Van Berg would also help that semiprivate golf course remain viable.

He spent nine minutes making his argument then left the meeting before the city council even voted on the 2017-18 budget, which was unanimously approved without any comments from city officials beyond an explanation of how property tax levies work.

Although his remarks didn't impact the upcoming spending plan, Curry's persistence has uncovered some information about the Van Berg property that was previously unclear.

Marion Van Berg, who built the Columbus Sales Pavilion and raced thoroughbred horses, bought the former Wayside Country Club from Elks Country Club after that group built its 18-hole course north of Columbus.

Van Berg gifted the land on the west edge of Pawnee Park to the city in 1969 in memory of his wife Viola. A covenant attached to the deed of conveyance required the property to remain a golf course or public park, otherwise the land would return to Van Berg, who died in 1971, or his heirs.

However, City Attorney Neal Valorz recently researched the deed in response to an email from Curry and determined, in his opinion, that state law likely nullifies the covenant — meaning the city could use the golf course for other purposes without being forced to give the land back to the Van Berg family.

He also dispelled another long-held belief that Van Berg Golf Course can't be closed without approval from the public.

The city did briefly close the course after Quail Run opened in 1991, but a citizen-led petition drive got the issue on a ballot. Columbus residents voted 4,413 to 525 later that year to reopen Van Berg Golf Course, and the ballot question stated that the course would remain operational unless a future public vote decided otherwise.

Valorz's opinion is that state law also trumps that vote, giving the city council the ability to undo the measure with approval from two-thirds of its members.

Although, he noted that this move could be followed by another local petition drive or lawsuit aimed at keeping the course open.

"Should the council not want to decide this issue it could always decide to bring the issue to a vote of the people," Valorz wrote in a memo.

In an email sent Thursday, Mayor Jim Bulkley said there are no current plans to alter the use of Van Berg Golf Course.

"Because we are not currently having a discussion does not infer that we will not at some point in the future," he added. "I believe all areas that have high expenses should be reviewed and evaluated. This would not have to be a question framed around the 'future' of Van Berg but rather a question framed around the need to constantly look at our operations and see how we can improve."

Bulkley also noted the potential for public backlash and legal filings should the course be closed and not utilized as a public park.

"It's one thing to get legal opinions, which we have, but it's another thing to have those opinions upheld and agreed to by the majority," he said.

Doug Dunbar, the city's director of golf, would be among those upset by a decision to close the course. Although they may not be "great revenue generators," Dunbar argues municipal golf courses are great assets for communities that improve the quality of life.

"Not only does Van Berg provide a breeding ground for new golfers, it provides opportunities for the younger generation to pick up a lifelong skill," he wrote in an email sent Wednesday morning.

Van Berg, which has cheaper greens fees than Quail Run, is promoted as a course for less-skilled players still learning the game because of its shorter holes and more-relaxed atmosphere. Youths ages 15 and younger are also allowed to play there at no cost with a paying adult.

Dunbar said closing the nine-hole course would increase congestion at Quail Run, making it more difficult to host junior golf and high school events.

"Closing Van Berg would grossly restrict playing opportunities not only for the general public, but for area youth as well," he wrote.

The local golf pro noted that the number of rounds played at Quail Run is up roughly 30 percent over the past 12 years, reaching 25,000 to 30,000 rounds annually.

FootGolf, a sport that combines soccer and golf, was also recently added at Van Berg. A total of 161 rounds have been played since that activity was added at the beginning of August, generating \$1,571 in revenue.

Madison, Wis., Municipal Golf Courses Seek Funds for Updates

By Brandi Shaffer | September 15th, 2017

The city's four golf courses are seeking between \$5.9 million and \$8.6 million for maintenance, repairs, and renovations, but have received a "chilly reception" from the mayor and a key alderman. The Glenway, Monona, Odana Hills and Yahara Hills golf courses have lost about \$1.4 million since 2010.

The golf course advisory committee in Madison, Wis., has asked for city money to help pay for millions in repairs and renovations golf officials say are needed to boost use of the floundering golf courses, the Madison-based *Wisconsin State Journal* reported.

The Parks Division's Golf Subcommittee's final, long-shot plea for taxpayer dollars comes before it makes recommendations that could include fee hikes and closings, and it has received a chilly reception from the mayor and a key alderman, the *State Journal* reported.

The courses, which have finished with a deficit eight of the last nine years, need between \$5.9 million and \$8.6 million for maintenance and repairs, and to renovate outdated clubhouses, according to a city Parks Division report released this summer.

Without taxpayer dollars from the city or other revenue, some of the city's 72 holes, which were meant to be self-sustaining, could be closed or sold to pay for improvements at the courses. Targets for closures would be the Southeast Side's nine-hole Monona Golf Course or parts or all of the 36-hole Yahara Hills course, which has been the system's biggest underperformer, the *State Journal* reported.

"The good news is we have a strong base of players, we just have 72 holes that need infrastructure help," said assistant parks superintendent Charlie Romines. "What's going to happen if we can't get capital dollars is we're going to wind up closing things ad hoc as they fail."

Mayor Paul Soglin said he wouldn't direct city money to the golf courses. "Golf has to be self-sustaining and cannot rely on public subsidization," he said. "Going back to the 1970s, the decision was made that if Madison was to have public golf courses, they had to be self-sustaining. I would not change that policy."

Closing the Monona course and selling parts of it for development—an idea that's fiercely opposed by many—makes the most sense, Soglin said.

Other than raising some awareness about the plight of the courses among council members, Ald. David Ahrens, whose 15th District includes Monona Golf Course, said he doesn't think that the letter will result in an infusion of money to the courses. "I'm sure there's not going to be a groundswell of support for spending \$5 (million) to \$8 million on the golf courses," he said.

Budget shortfalls are covered by the city's general fund, Romines said. In addition, a reduction or elimination of annual payments to the city's general fund in lieu of taxes would be considered a subsidy, he said. In 2015, the golf system paid nearly \$211,000 to the city, about \$172,000 in 2016, and again is expected to pay about \$172,000 this year, the *State Journal* reported.

Lobbying the city for a subsidy was among several recommendations that the report listed as possible ways to generate more revenue. Increased green fees, liquor sales and additional outings, like weddings and corporate events, were also recommended solutions. The letter was intended to spark discussions with city officials and educate them about the challenges facing the courses, said Golf Subcommittee member Joni Dye.

The courses have significant capital needs after years of no reinvestment and an inability to pay for those or borrow money, Dye said. The subcommittee said in its letter that the golf courses are Madison's most-used parks and enhance the quality of life in the city. The four courses are affordable, promote physical and mental health, involve a large number of youth and seniors and are widely used by Madison's working class, the *State Journal* reported.

With some reinvestment, the courses' clubhouses could be used for after-school programs, neighborhood meetings and other events, according to the letter.

"It may not always be obvious but these civic gems we call golf courses are an important ingredient to what makes this the great city it is," the letter said. "It is time to reinvest in these capital improvements that are critically important. Failure to do so will put the golf program's future in jeopardy."

Including depreciation, Madison's four golf courses—Glenway, Monona, Odana Hills and Yahara Hills—have lost about \$1.4 million since 2010, the *State Journal* reported.

Despite increasing revenues since 2010, and a jump in the number of rounds played in 2015 and 2016, the golf courses have lost money due to increased expenses, according to the report. In 2016, about 110,000 rounds were played on the city's four courses, compared with about 86,000 in 2013, according to Golf Subcommittee documents.

Due to wet weather and poor drainage at Yahara Hills, Romines said 2017 will likely be another losing year, with a deficit greater than last year's \$393,375, the *State Journal* reported.

The perennially underperforming Yahara Hills has a reputation as an undesirable, swampy golf course that's too daunting for beginners and less talented golfers. But city officials say it also has the most revenue-generating potential—up to \$500,000—if it were to receive upgrades like improved drainage and bunkers to attract more outings, the *State Journal* reported.

One option included in the Parks Division report on the state of the city's golf operations is the long-discussed idea of selling part of Monona Golf Course to a developer and turning the rest into a park. At public hearings last month and in emails to city officials, opponents of that idea called the course an important green space on the Southeast Side and a course that appeals to all types of golfers, the *State Journal* reported.

"The Parks Division is not excited about potentially closing any golf holes," Romines said. "We really want to put golf on a sustainable track. We understand that that will require some changes."

Lexington's golf courses lost \$1 million last year. Now changes are coming.

BY BETH MUSGRAVE

bmusgrave@herald-leader.com

OCTOBER 10, 2017 5:37 PM

Golfing at Lexington's five public courses will get more expensive in January as the city tries to stem \$1 million in annual losses in its golf program.

The city will raise the eligibility age for a senior citizens discount from 50 to 57, eliminate some other discount rates altogether and bump up the price for an annual pass to driving ranges.

If the changes don't produce enough savings for the program, which has been mired in personnel and financial problems, the city may have to look at closing or re-purposing one of its courses or handing over golf operations to a private management team, said Monica Conrad, the director of Parks and Recreation.

Conrad told the Lexington-Fayette Urban County Council's General Government and Social Services Committee on Tuesday that the current senior citizen age of 50 is the lowest for any local golf course.

"Last year, 26 percent of our rounds were senior discounts," Conrad said.

The city also will eliminate the use of loyalty cards — which can be purchased for \$100 a year — on top of other discounts, Conrad said. In addition, there will be no special dusk rate beginning Jan. 1. Twilight rates — which apply three to four hours before sunset — will be eliminated at Meadowbrook.

Conrad said there has been no specific time frame for a dusk rate, creating confusion about when the steep discount should be applied.

An annual pass for unlimited driving range use will increase from \$150 to \$200, Conrad said.

Golf cart fees were increased \$1 per 9 holes and \$2 per 18 holes at each course in August.

Conrad said the golf cart fee increase is projected to generate an additional \$109,000 a year. She said it's not clear how much savings the other changes will produce.

The changes are in response to a consultant's report that recommended the city tighten financial controls, increase prices, nix some discounts and make other changes to cut losses.

Consultant J.J. Keegan told the council in July that Lexington's public courses lost \$4.5 million from 2012 to 2016.

All of the courses — Tates Creek, Meadowbrook, Gay Brewer Jr. at Picadome, Kearney Hill and Lakeside — operate at a loss, meaning tax dollars subsidize each course. Over the past four years, the city has implemented cost-saving measures that cut annual losses from \$969,719 in 2012 to \$853,527 in 2016.

In 2017, because of an increase in retirements, losses climbed to just past \$1 million, Conrad said.

Keegan recommended several changes, including increasing green fees, decreasing pro golf shop hours and increasing maintenance staff hours. He also suggested halting the use of multiple discounts, which allowed some people to pay as little as \$2 per round when the cost to the city is \$36.

He recommended boosting the age for senior discounts to 60. Conrad said the city decided on 57 because some private courses in the area start senior discounts at 55. Others begin discounts at 60.

“We felt this was in the middle,” she said.

No council member opposed the changes during Tuesday’s meeting.

Councilman Kevin Stinnett said the city has been trying to stem losses in golf since 2007.

He said it might be time for the city to look at re-purposing one golf course for other uses, noting that there is growing demand for additional space for other youth sports.

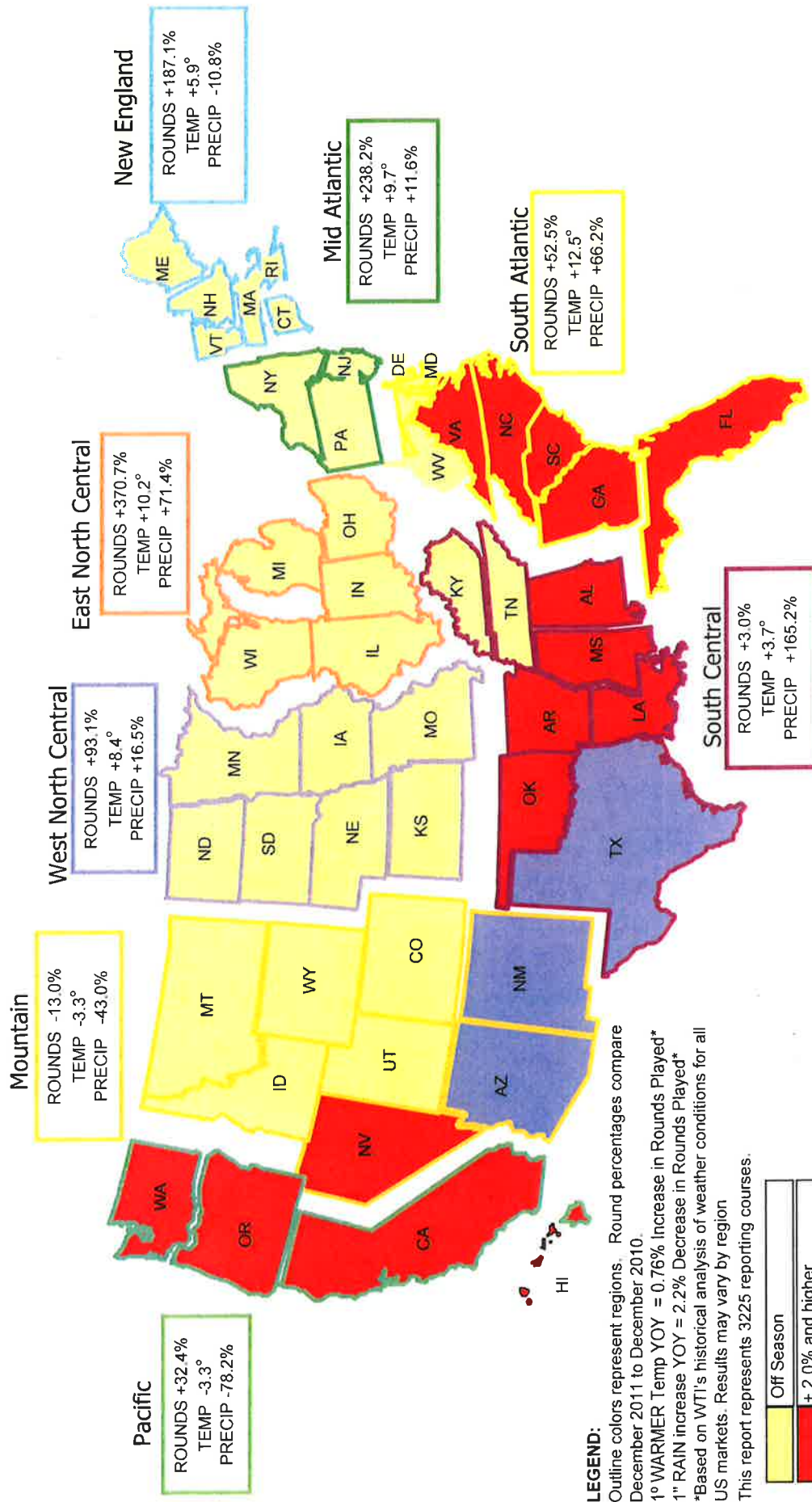
Conrad, though, said time is needed to implement the changes before considering more drastic changes.

The state Labor Cabinet also has an ongoing investigation into time card issues within the golf department. In May, an internal investigation found time cards had been altered to cheat lower-level employees of overtime pay. The report recommended an 80-hour suspension of the director of golf operations and suspensions for five other golf professionals for altering time cards. The director of golf operations has since retired and the city has hired a new director.

General Government Commissioner Geoff Reed said the city is working with state officials to determine how much in back pay some golf employees are owed.

NATIONAL GOLF ROUNDS PLAYED REPORT

U.S. TOTAL
DECEMBER '11 YTD '11
+32.9% **-2.5%**



LEGEND:
 Outline colors represent regions. Round percentages compare December 2011 to December 2010.
 1° WARMER Temp YOY = 0.76% Increase in Rounds Played*
 1" RAIN increase YOY = 2.2% Decrease in Rounds Played*
 *Based on WTI's historical analysis of weather conditions for all US markets. Results may vary by region
 This report represents 3225 reporting courses.

Off Season
+ 2.0% and higher
between -1.9% and +1.9%
-2.0% and lower



NATIONAL GOLF ROUNDS PLAYED REPORT

POWERED BY



	DEC	YTD
PACIFIC	32.4%	1.2%
CA	32.9%	2.3%
Los Angeles	30.7%	3.2%
Orange County	27.4%	2.4%
Palm Springs	7.7%	1.1%
Sacramento	54.8%	2.0%
San Diego	30.6%	3.8%
San Francisco/Oakland	61.8%	2.1%
HI	12.1%	5.0%
OR	36.3%	-4.3%
Portland	36.9%	-1.5%
WA	44.1%	-2.1%
Seattle	40.2%	-1.0%
MOUNTAIN	-13.0%	-2.1%
AZ	-12.1%	-1.0%
Phoenix	-10.1%	-0.5%
CO	-60.4%	-4.1%
Denver	-93.7%	-4.0%
ID, WY, MT	339.7%	-3.1%
NM	-58.3%	-4.2%
NV	25.2%	5.7%
Las Vegas	20.5%	5.9%
UT	61.0%	-5.7%
WEST NORTH CENTRAL	93.1%	-5.5%
IA	157.4%	-2.1%
KS	45.9%	-4.5%
NE	89.5%	-5.1%
ND, SD	943.5%	-7.6%
MN	120.5%	-9.9%
Minneapolis/St. Paul	93.1%	-9.6%
MO	118.1%	-2.7%
St Louis	354.7%	-3.4%
Kansas City	63.4%	-4.5%

	DEC	YTD
UNITED STATES	32.9%	-2.5%
PUBLIC ACCESS	34.2%	-2.4%
PRIVATE	29.5%	-2.8%
EAST NORTH CENTRAL	370.7%	-9.3%
IL	371.4%	-8.1%
Chicago	337.4%	-7.0%
IN	199.0%	-10.4%
MI	517.3%	-7.0%
Detroit	662.1%	-8.1%
OH	455.6%	-14.0%
Cincinnati	483.2%	-14.8%
Cleveland	411.1%	-12.1%
Columbus	307.5%	-10.6%
WI	1157.1%	-5.6%
Milwaukee	452.2%	-4.5%
SOUTH CENTRAL	3.0%	1.1%
AL	42.3%	-4.0%
Birmingham	49.3%	0.5%
AR	25.0%	-1.4%
KY	280.9%	-8.9%
LA	7.5%	6.7%
MS	22.8%	4.6%
OK	23.0%	1.5%
Oklahoma City	17.9%	1.9%
TN	116.3%	0.1%
Nashville	148.2%	0.6%
TX	-19.6%	3.7%
Dallas/Ft. Worth	-20.2%	-0.4%
Houston	-13.5%	3.4%
San Antonio	-12.5%	12.7%

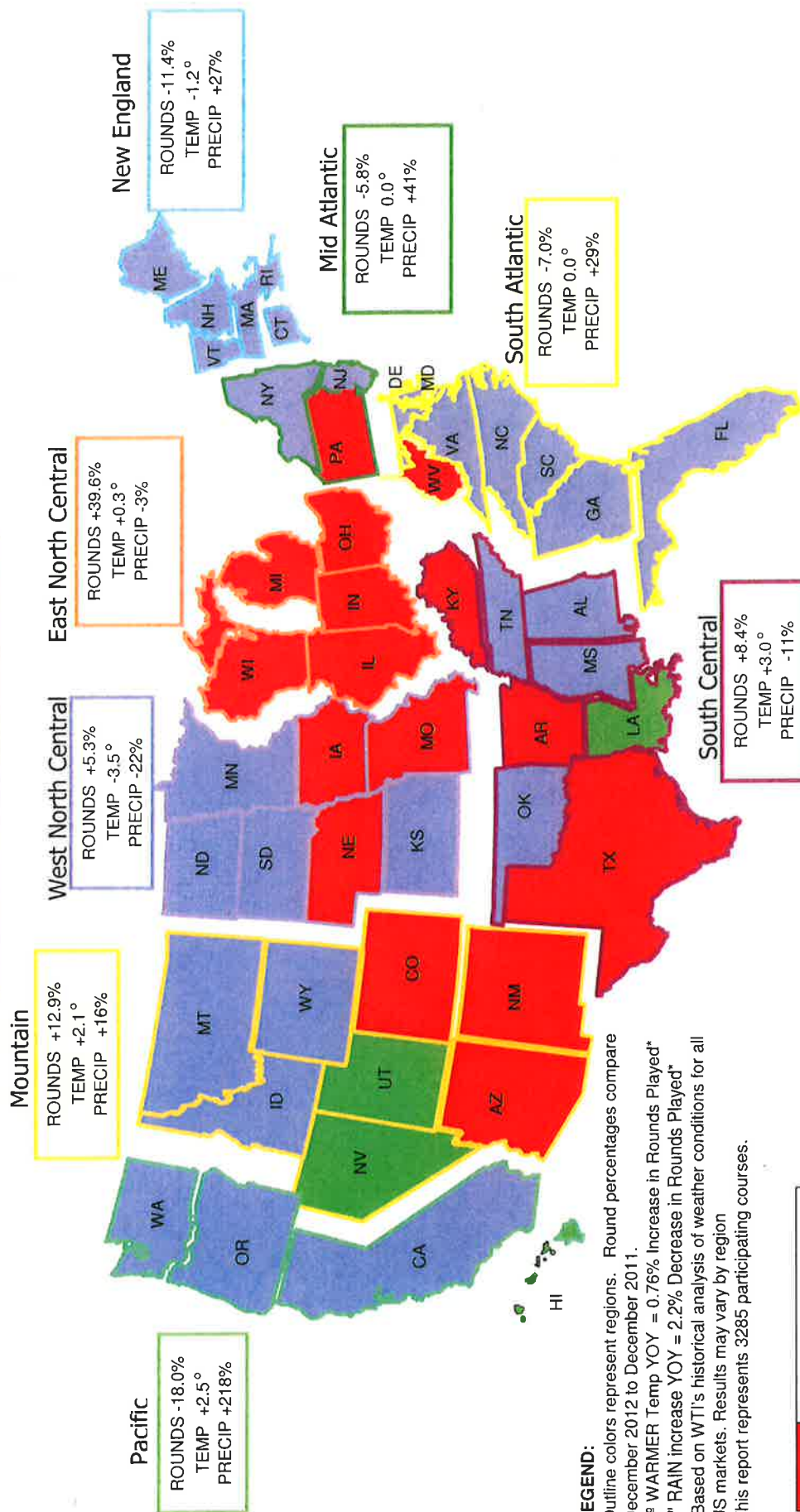
SOUTH ATLANTIC	52.5%	3.7%
DE, DC, MD	258.7%	-1.5%
Washington/Baltimore	226.4%	-0.9%
FL	24.0%	4.5%
Jacksonville/Daytona	26.1%	1.9%
Orlando	26.5%	5.3%
Tampa	34.3%	5.6%
Palm Beach	21.1%	4.3%
Sarasota	31.3%	10.3%
Naples/Ft Myers	32.1%	7.2%
Miami/Ft. Lauderdale	15.2%	2.1%
GA	71.8%	4.2%
Atlanta	81.9%	3.5%
NC	191.2%	6.0%
Greensboro/Raleigh	260.8%	6.9%
SC	71.2%	4.9%
Charleston	66.0%	5.7%
Hilton Head	55.0%	1.3%
Myrtle Beach	70.2%	6.9%
VA	347.6%	1.0%
WV	304.6%	-7.8%
MID ATLANTIC	238.2%	-9.6%
NJ	292.1%	-8.6%
NY	285.6%	-8.7%
New York City	254.5%	-6.7%
PA	184.2%	-11.1%
Philadelphia	233.7%	-5.2%
Pittsburgh	400.7%	-9.7%
NEW ENGLAND	187.1%	-5.1%
CT	216.4%	-9.0%
Hartford	124.1%	-9.1%
MA, RI	164.2%	-2.5%
Boston	131.6%	-2.0%
ME, NH, VT	292.8%	-6.3%

The percentages represent the differences in number of rounds played comparing December 2011 to December 2010.
For more information contact Golf DataTech, [golfdatatech.com](mailto:golfroundsplayed@golfdatatech.com) or call 407-944-4116

NATIONAL GOLF ROUNDS PLAYED REPORT

U.S. TOTAL

DECEMBER '12 YTD '12
-3.8% +5.7%



LEGEND:

Outline colors represent regions. Round percentages compare December 2012 to December 2011.

1° WARMER Temp YOY = 0.76% Increase in Rounds Played*

1" RAIN increase YOY = 2.2% Decrease in Rounds Played*

*Based on WTI's historical analysis of weather conditions for all US markets. Results may vary by region

This report represents 3285 participating courses.

	+ 2.0% and higher
	between -1.9% and + 1.9%
	- 2.0% and lower

NGF
NATIONAL GOLF FOUNDATION



WTI
POWERED BY
WEATHER TRENDS
INTERNATIONAL

PGA PerformanceTrak in cooperation with NGCOA, the joint financial benchmarking initiative of the PGA of America and the National Golf Course Owners Association, supports the National Rounds Played Report by supplying data included in this report.

NATIONAL GOLF ROUNDS PLAYED REPORT

POWERED BY

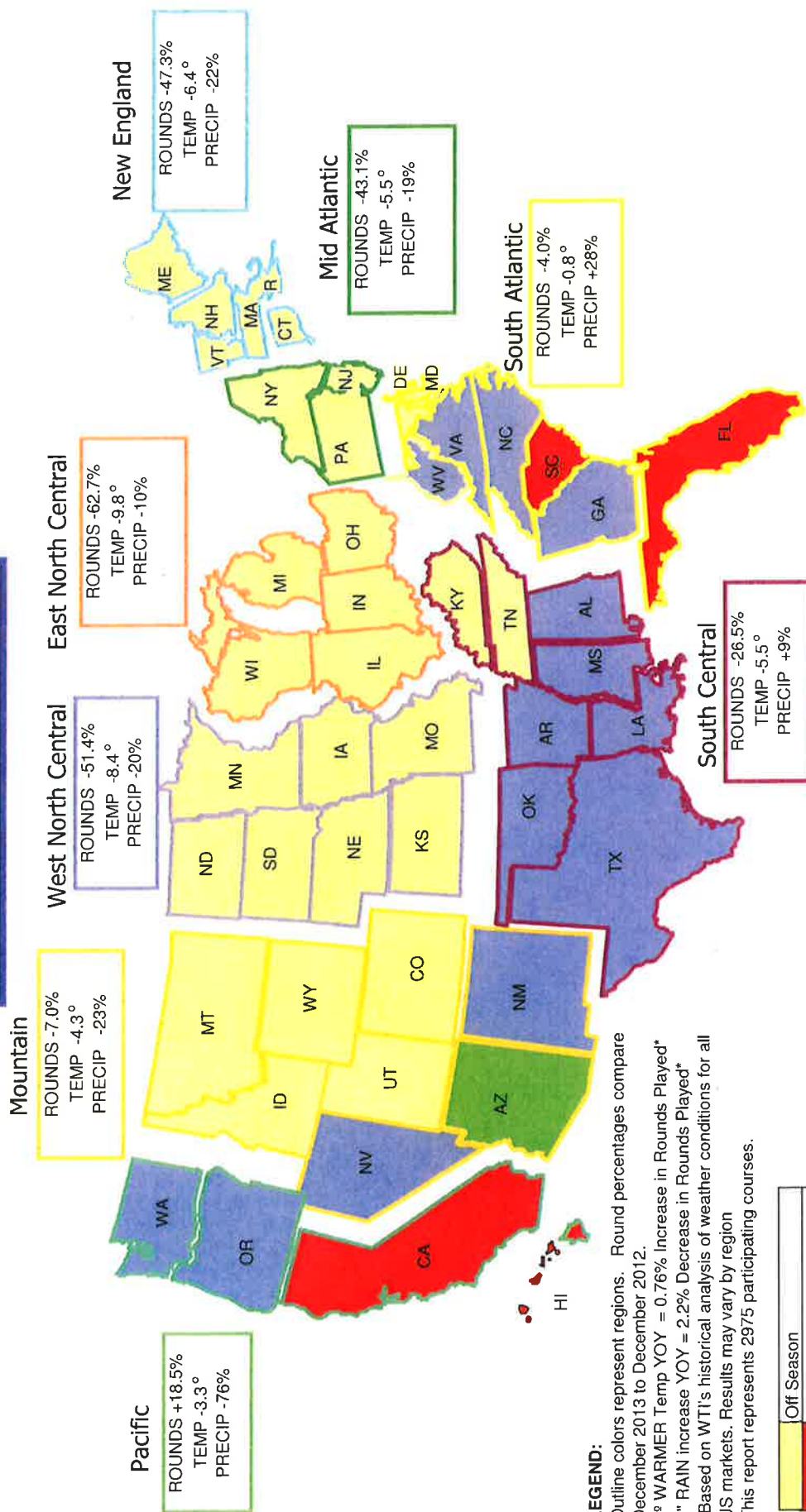


		DEC	YTD			DEC	YTD			DEC	YTD
PACIFIC CA	Los Angeles	-18.0%	1.6%					SOUTH ATLANTIC DE, DC, MD		-7.0%	2.4%
	Orange County	-18.1%	1.6%					Washington/Baltimore		-9.7%	4.1%
	Palm Springs	-13.7%	-0.4%					FL		-7.2%	6.3%
	Sacramento	-9.8%	1.7%					Jacksonville/Daytona		-4.8%	1.3%
	San Diego	-5.4%	2.6%					Orlando		-7.3%	0.1%
San Francisco/Oakland	San Francisco/Oakland	-39.4%	0.7%					Tampa		-2.6%	7.6%
	HI	-9.0%	2.2%					Palm Beach		-4.5%	-0.3%
	OR	-35.1%	2.7%					Sarasota		-8.1%	-2.0%
	Portland	-0.8%	-0.8%					Naples/Ft Myers		-7.6%	0.1%
	WA	-23.6%	-1.1%					Miami/Ft.Lauderdale		-4.6%	4.2%
Seattle	Seattle	-19.8%	0.2%					GA		-0.7%	-6.6%
		-27.1%	4.5%					Atlanta		-10.6%	5.5%
		-27.3%	3.3%					NC		-8.5%	6.6%
								Greensboro/Raleigh		-13.7%	-1.5%
								SC		-13.4%	0.1%
MOUNTAIN AZ	Phoenix	12.9%	7.0%					Charleston		-7.7%	3.8%
		12.4%	5.2%					Hilton Head		-5.8%	3.6%
		7.4%	3.8%					Myrtle Beach		-7.9%	4.1%
		62.1%	7.8%					VA		-4.0%	6.7%
		399.7%	8.6%					WV		-8.7%	6.0%
ID, WY, MT	Denver	-9.2%	8.2%					MID ATLANTIC NJ		32.1%	8.5%
	NM	27.9%	3.5%					NY		-5.8%	10.1%
	NV	0.4%	1.9%					PA		-15.0%	7.5%
	Las Vegas	2.6%	2.5%					New York City		-14.4%	8.4%
	UT	-0.6%	15.4%					Philadelphia		-17.7%	7.4%
WEST NORTH CENTRAL IA		5.3%	7.6%					Pittsburgh		7.5%	13.3%
	KS	5.9%	8.9%					NEW ENGLAND CT		-8.0%	8.8%
	NE	-4.8%	6.7%					Hartford		59.5%	17.1%
	ND,SD	27.4%	8.8%							-11.4%	3.2%
	MN	-39.1%	9.8%							-8.5%	6.2%
Minneapolis/St.Paul	Minneapolis/St.Paul	-15.3%	4.7%					MA, RI		-10.5%	5.9%
		-28.6%	7.2%					Boston		-10.6%	1.7%
	MO	10.0%	9.0%					ME, NH, VT		-10.9%	2.7%
	St Louis	13.2%	11.4%							-16.9%	3.4%
	Kansas City	-0.4%	6.1%								

The percentages represent the differences in number of rounds played comparing December 2012 to December 2011.
For more information contact Golf Datatech, golfroundsplayed@golfdatatech.com or call 407-944-4116

NATIONAL GOLF ROUNDS PLAYED REPORT

U.S. TOTAL
DECEMBER '13 **YTD '13**
-9.0% **-4.9**



LEGEND:
Outline colors represent regions. Round percentages compare December 2013 to December 2012.
1° WARMER Temp YOY = 0.76% Increase in Rounds Played*
1" RAIN increase YOY = 2.2% Decrease in Rounds Played*
*Based on WTI's historical analysis of weather conditions for all US markets. Results may vary by region
This report represents 2975 participating courses.

Off Season
+ 2.0% and higher
between -1.9% and + 1.9%
- 2.0% and lower



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NATIONAL GOLF ROUNDS PLAYED REPORT

POWERED BY

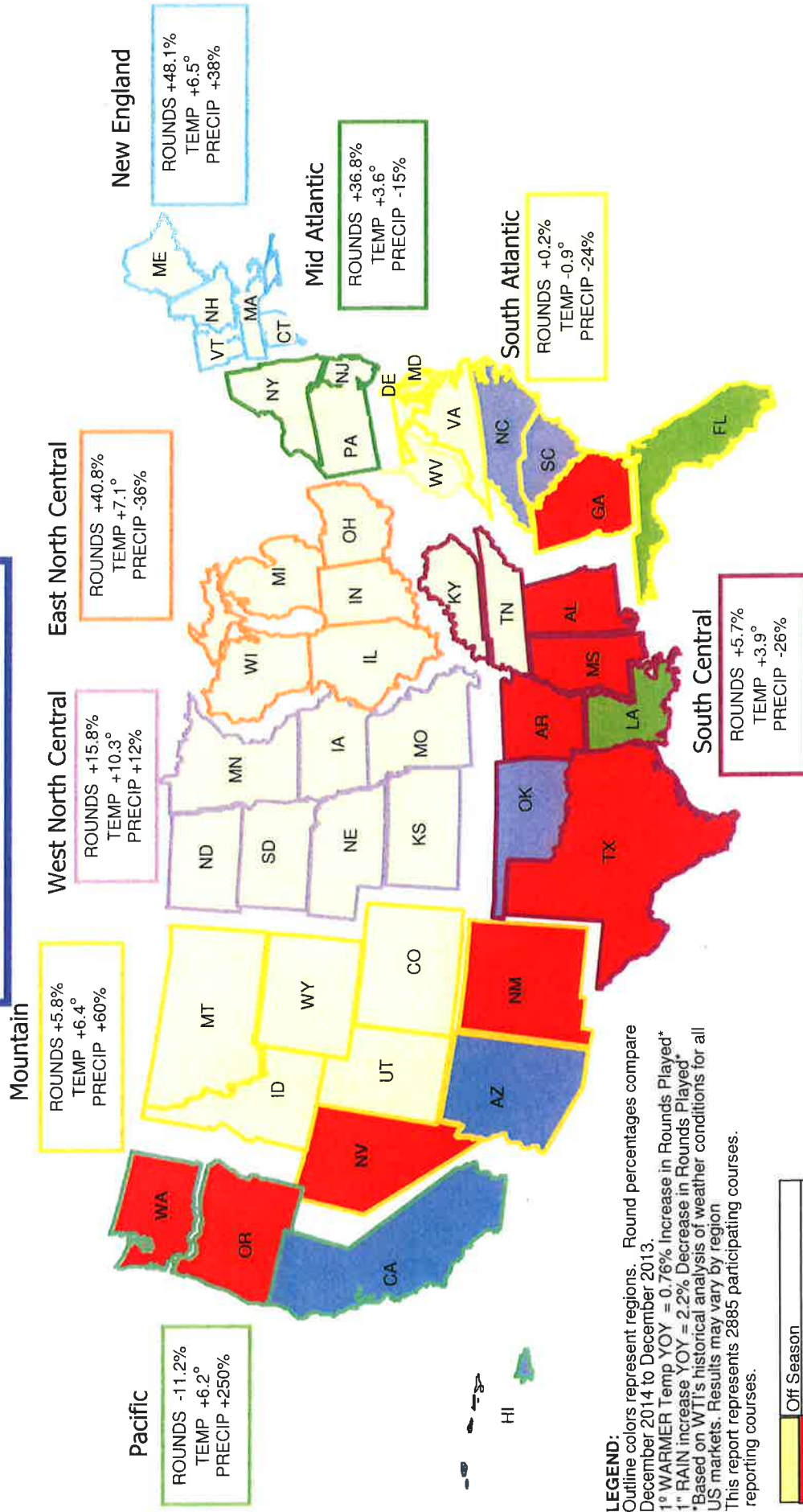


		DEC	YTD			DEC	YTD			DEC	YTD
PACIFIC CA	Los Angeles	18.5%	4.1%	EAST NORTH CENTRAL	IL	-62.7%	-8.8%	SOUTH ATLANTIC DE, DC, MD	Washington/Baltimore	-4.0%	-2.8%
	Orange County	24.4%	5.0%		IN	-16.4%	2.0%		FL	-25.8%	-3.1%
	Palm Springs	10.0%	-0.2%		MI	-24.5%	0.3%		Jacksonville/Daytona	-29.4%	-6.7%
	Sacramento	7.3%	0.6%		OH	-21.8%	1.2%		Orlando	3.3%	0.7%
	San Diego	56.1%	7.3%		WI	-20.3%	-2.2%		Tampa	1.0%	-0.4%
San Francisco/Oakland	HI	17.2%	6.7%	SOUTH CENTRAL	AL	-7.0%	-4.4%	MID ATLANTIC NJ	Philadelphia	-1.3%	2.7%
	OR	54.2%	10.0%		AR	-1.7%	-0.3%		Pittsburgh	0.9%	-1.3%
	Portland	9.3%	3.0%		KY	-0.6%	-0.3%		New York City	-1.2%	-0.9%
	Seattle	-16.4%	2.0%		LA	-8.9%	-14.2%		PA	12.0%	-1.2%
	WA	-24.5%	0.3%		MS	-11.7%	-13.2%		VA	7.1%	1.6%
MOUNTAIN AZ	Phoenix	-21.8%	1.2%	WEST NORTH CENTRAL	IA	-51.4%	-11.9%	NEW ENGLAND CT	Hartford	4.6%	2.8%
	Denver	-7.0%	-4.4%		KS	-67.3%	-15.2%		Boston	-21.6%	-9.5%
	ID, WY, MT	-1.7%	-0.3%		NE	-38.4%	-16.1%		ME, NH, VT	-24.8%	-8.6%
	NM	-28.6%	-5.2%		ND, SD	-41.2%	-14.3%		NA	-15.9%	-5.9%
	NV	-12.4%	-3.5%		MN	-72.2%	-14.3%			-14.1%	-5.9%
Las Vegas	UT	-10.4%	-4.1%	SOUTH CENTRAL	OK	-77.4%	-9.6%	NEW ENGLAND MA, RI	Atlanta	2.6%	0.0%
		-34.3%	-3.7%		TN	-51.4%	-11.9%		Greensboro/Raleigh	5.1%	0.8%
					TX	-67.3%	-15.2%		Charleston	2.5%	-1.1%
						-38.4%	-16.1%		Hilton Head	4.0%	0.7%
						-41.2%	-6.3%		Myrtle Beach	-27.0%	-8.5%
WEST NORTH CENTRAL IA	Minneapolis/St. Paul	-74.9%	-11.7%	SOUTH CENTRAL	AL	-26.5%	-7.0%	NEW ENGLAND MA, RI	Atlanta	-47.3%	-6.8%
	MO	-54.2%	-10.4%		AR	-22.5%	-6.7%		Greensboro/Raleigh	-43.1%	-6.7%
	St Louis	-54.1%	-11.0%		KY	-29.3%	-10.4%		Charleston	-25.3%	-5.9%
	Kansas City	-54.5%	-16.5%		LA	-55.9%	-19.7%		Hilton Head	-30.6%	-5.3%
					MS	-44.5%	-8.2%		Myrtle Beach	-23.7%	-4.8%

The percentages represent the differences in number of rounds played comparing December 2013 to December 2012.
For more information contact Golf DataTech, [golfdatatech.com](mailto:golfroundsplayed@golfdatatech.com) or call 407-944-4116

NATIONAL GOLF ROUNDS PLAYED REPORT

U.S. TOTAL
DECEMBER '14 YTD '14
+0.5% -1.7 %



LEGEND:
Outline colors represent regions. Round percentages compare December 2014 to December 2013.
1° WARMER Temp YOY = 0.76% Increase in Rounds Played*
1" RAIN increase YOY = 2.2% Decrease in Rounds Played*
*Based on WTI's historical analysis of weather conditions for all US markets. Results may vary by region.
This report represents 2885 participating courses.

Off Season
+ 2.0% and higher
between - 1.9% and + 1.9%
- 2.0% and lower



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NATIONAL GOLF ROUNDS PLAYED REPORT

POWERED BY

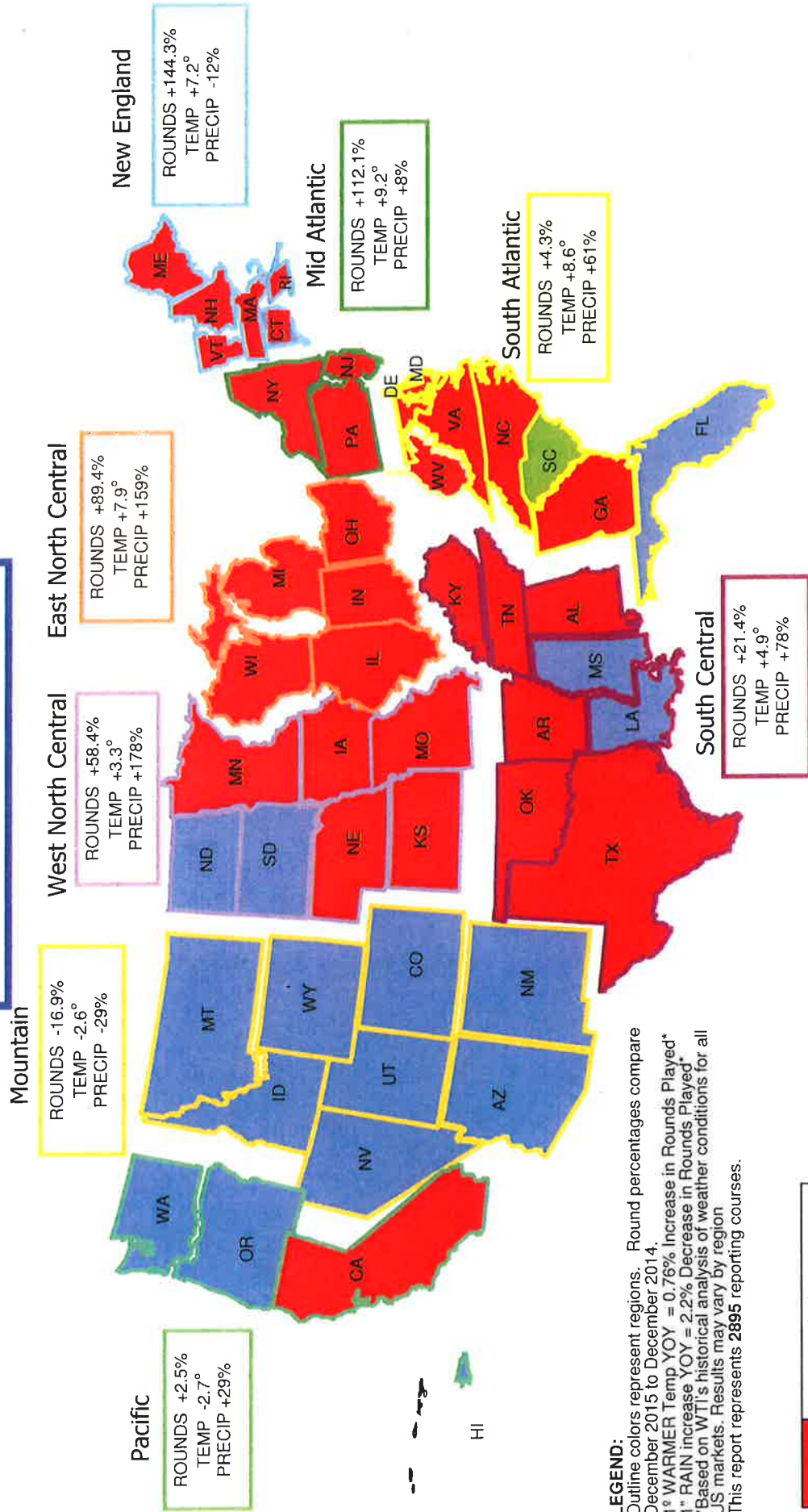


	DEC	YTD		DEC	YTD		DEC	YTD
PACIFIC						SOUTH ATLANTIC		
CA	-11.2%	-2.5%				DE, DC, MD	0.2%	-2.4%
	-15.1%	-2.3%				Washington/Baltimore	-6.7%	-7.0%
Los Angeles	-10.6%	-2.2%				FL	-2.9%	-6.9%
Orange County	-13.1%	-0.9%					0.6%	-2.0%
Palm Springs	-5.7%	-0.7%				Jacksonville/Daytona	-10.3%	-5.2%
Sacramento	-30.6%	-5.0%				Orlando	0.0%	0.8%
San Diego	-7.9%	-0.5%				Tampa	3.4%	-6.3%
San Francisco/Oakland	-30.4%	-5.3%				Palm Beach	-3.2%	-6.9%
HI	-9.4%	-5.6%				Sarasota	-3.7%	-0.7%
OR	42.7%	2.0%	Chicago	40.8%	-3.6%	Naples/Ft Myers	11.0%	5.3%
	42.4%	0.4%		17.0%	-2.6%	Miami/Ft.Lauderdale	0.0%	-3.6%
WA	19.2%	-5.2%	MI	29.3%	-2.7%		13.7%	0.3%
	18.8%	-5.3%	Detroit	126.7%	-4.9%	GA	20.1%	1.4%
			OH	101.6%	-3.9%	Atlanta	-3.3%	-1.2%
				57.7%	-5.6%		-4.9%	2.2%
MOUNTAIN			Cincinnati	33.9%	-6.3%	NC	-6.1%	-2.8%
AZ	5.8%	1.0%	Cleveland	100.2%	-7.1%		-10.7%	-1.9%
	-4.7%	1.8%	Columbus	59.5%	-0.3%	SC	0.4%	0.6%
	-5.8%	2.7%		NA	-0.4%	Charleston	-6.5%	-1.8%
CO	14.2%	2.3%	WI	NA	-2.3%	Hilton Head	-4.0%	-5.8%
	26.1%	2.6%	Milwaukee			Myrtle Beach	34.2%	-4.4%
ID, WY, MT	149.5%	-1.1%					36.8%	-1.4%
NM	20.0%	-4.1%	SOUTH CENTRAL			VA	23.1%	0.1%
NV	7.6%	2.2%	AL	5.7%	-2.1%	WV	21.0%	-1.6%
	7.6%	3.0%	Birmingham	7.3%	-6.2%		30.3%	-0.1%
UT	171.8%	1.2%		17.6%	-0.4%	MID ATLANTIC	70.1%	-1.8%
				26.5%	-5.0%	NJ	39.6%	-1.9%
WEST NORTH CENTRAL				-0.9%	-3.8%	NY	68.5%	-3.7%
IA	15.8%	1.7%	AR	0.2%	-1.8%			
KS	67.1%	3.4%	LA	4.4%	0.3%	New York City		
NE	-1.1%	9.9%	MS	-3.1%	-1.9%	PA		
ND,SD	-10.6%	-8.0%	OK	0.1%	-5.0%	Philadelphia		
MN	293.9%	2.7%	TN	-1.3%	0.4%	Pittsburgh		
	118.1%	2.8%	TX	-3.1%	2.2%			
Minneapolis/St.Paul	118.1%	0.9%		7.6%	-1.7%	NEW ENGLAND		
MO	13.5%	-1.5%	Dallas/Ft. Worth	27.4%	2.7%	CT	48.1%	-0.4%
	23.8%	1.4%	Houston	-4.1%	-5.5%		48.3%	0.5%
St Louis	22.5%	6.9%	San Antonio	-5.7%	-9.3%	MA, RI	61.3%	-2.6%
Kansas City							61.2%	0.3%
						Boston	85.8%	1.1%
						ME, NH, VT	NA	-1.9%

The percentages represent the differences in number of rounds played comparing December 2014 to December 2013.
For more information contact Golf DataTech, golfroundsplayed@golfdatatech.com or call 407-944-4116

NATIONAL GOLF ROUNDS PLAYED REPORT

U.S. TOTAL
DECEMBER '15 YTD '15
+11.6% +1.8%



LEGEND:
Outline colors represent regions. Round percentages compare December 2015 to December 2014.
1" WARMER Temp YOY = 0.76% Increase in Rounds Played*
1" RAIN increase YOY = 2.2% Decrease in Rounds Played*
*Based on WTT's historical analysis of weather conditions for all US markets. Results may vary by region
This report represents 2895 reporting courses.

± 2.0% and higher
between -1.9% and + 1.9%
- 2.0% and lower

NGF
NATIONAL GOLF FOUNDATION

DataTech

WTI
WEATHER TRENDS
INTERNATIONAL

PGA PerformanceTrak in cooperation with **NGCOA**, the joint financial benchmarking initiative of the PGA of America and the National Golf Course Owners Association, supports the National Rounds Played Report by supplying data included in this report.

NATIONAL GOLF ROUNDS PLAYED REPORT

POWERED BY



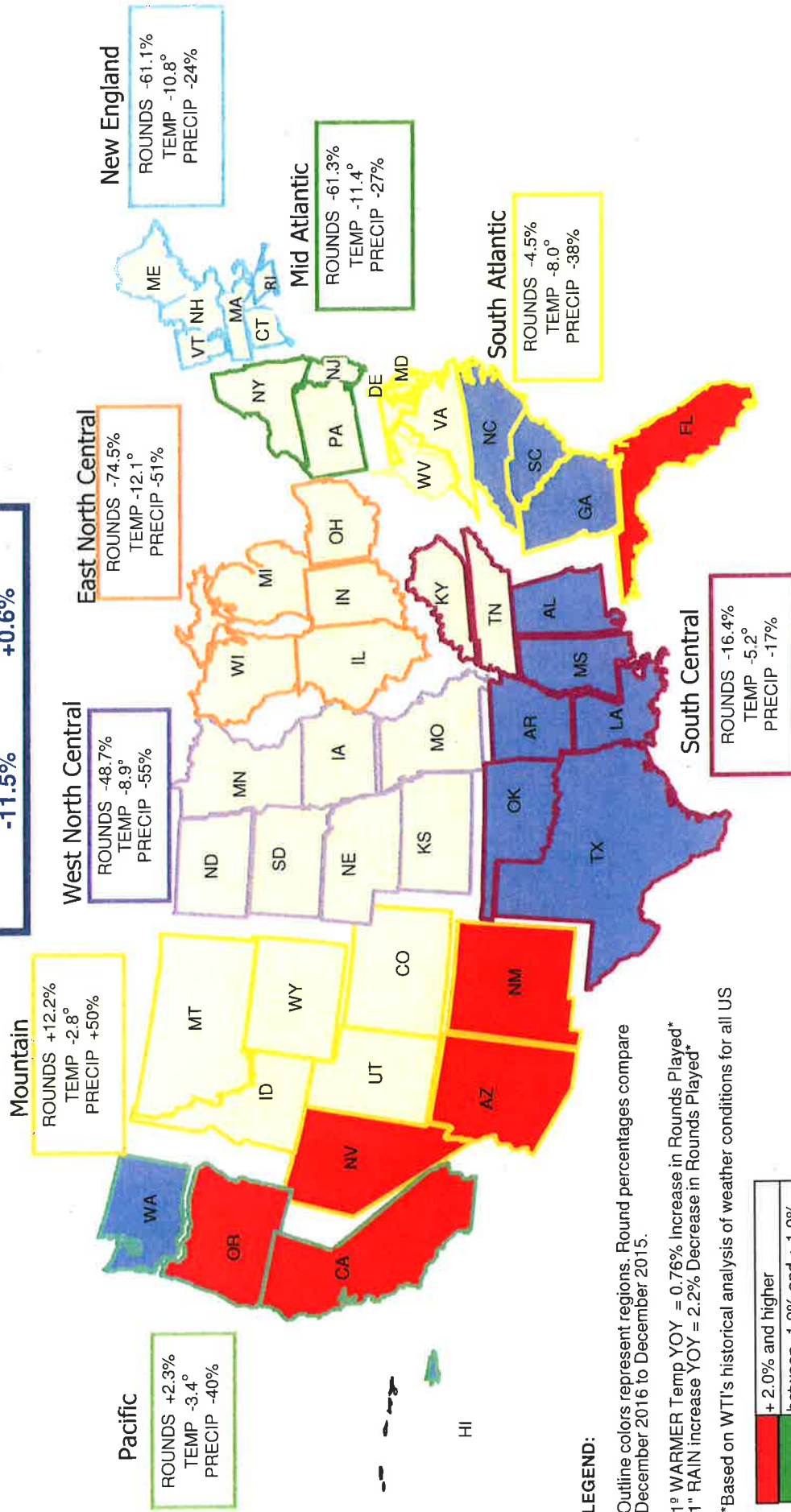
		DEC	YTD	UNITED STATES			DEC	YTD			DEC	YTD
PACIFIC		2.5%	2.7%	PUBLIC ACCESS			11.6%	1.8%	SOUTH ATLANTIC		4.3%	0.5%
CA	Los Angeles	8.2%	1.6%	PRIVATE			11.7%	2.4%	DE, DC, MD		83.1%	5.1%
	Orange County	12.4%	2.3%				11.4%	-0.4%	Washington/Baltimore		66.0%	3.8%
	Palm Springs	8.6%	1.8%						FL		-2.0%	1.7%
	Sacramento	5.7%	-1.5%						Jacksonville/Daytona		4.8%	5.0%
	San Diego	9.3%	4.3%						Orlando		7.0%	4.3%
	San Francisco/Oakland	10.0%	3.8%						Tampa		-0.6%	1.6%
HI		11.4%	1.0%						Palm Beach		-2.1%	-1.6%
OR	Portland	-3.1%	-2.9%						Sarasota		-0.9%	-2.0%
		-37.3%	5.0%						Naples/Ft Myers		-11.1%	2.9%
		-38.4%	6.1%						Miami/Ft.Lauderdale		-3.6%	0.3%
WA	Seattle	-28.2%	8.2%						GA		4.6%	-1.2%
		-31.4%	7.5%						Atlanta		4.5%	-2.3%
MOUNTAIN		-16.9%	-1.9%						NC		10.7%	-1.5%
AZ	Phoenix	-9.2%	-4.0%						Greensboro/Raleigh		20.6%	1.2%
CO	Denver	-7.8%	-3.9%						SC		0.9%	-4.9%
		-66.1%	-1.3%						Charleston		14.1%	-1.6%
ID, WY, MT		-69.2%	-4.2%						Hilton Head		2.3%	0.4%
NM		-71.1%	0.3%						Myrtle Beach		-8.5%	-5.3%
NV		-20.1%	-2.1%								43.4%	3.4%
		-6.4%	1.5%								66.8%	1.8%
UT	Las Vegas	-4.7%	1.7%									
		-40.6%	-2.2%									
WEST NORTH CENTRAL		58.4%	4.9%								112.1%	5.0%
IA		14.4%	5.3%								111.6%	6.9%
KS		82.4%	2.3%								108.9%	4.4%
NE		84.6%	4.7%								95.9%	6.1%
ND,SD		-81.5%	5.0%								114.9%	4.7%
MN		NA	9.3%								101.4%	7.4%
		NA	9.9%								183.9%	2.4%
Minneapolis/St.Paul		62.2%	-0.1%								144.3%	1.6%
MO		68.0%	2.9%								183.6%	-1.7%
		59.8%	0.5%								119.0%	0.0%
											116.5%	2.9%
											125.5%	2.8%
											NA	2.0%

The percentages represent the differences in number of rounds played comparing December 2015 to December 2014.
For more information contact Golf DataTech, [golfdatatech.com](mailto:golfroundsplayed@golfdatatech.com) or call 407-944-4116



DataTech National Golf Rounds Played Report

U.S. TOTAL
DECEMBER '16 TOTAL '16
-11.5% +0.6%



LEGEND:

Outline colors represent regions. Round percentages compare December 2016 to December 2015.

1st WARMER Temp YOY = 0.76% Increase in Rounds Played*
 1st RAIN increase YOY = 2.2% Decrease in Rounds Played*

*Based on WTI's historical analysis of weather conditions for all US

	+ 2.0% and higher
	between -1.9% and + 1.9%
	- 2.0% and lower
	Off Season

December 2016

December 2016

	DEC	YTD		UNITED STATES	-11.5%	0.6%	
				PUBLIC ACCESS	-12.0%	0.9%	
				PRIVATE	-10.2%	-0.6%	
PACIFIC							
CA	2.3%	-1.6%		EAST NORTH CENTRAL			
	2.3%	-1.4%		IL	-74.5%	-0.7%	
	-1.0%	-0.8%	Los Angeles		-77.2%	-1.4%	
	2.3%	2.6%	Orange County	Chicago	-79.3%	-1.9%	
	-1.8%	-3.6%	Palm Springs	IN	-60.9%	9.8%	
	-1.2%	-8.3%	Sacramento	MI	-83.6%	-7.2%	
	4.1%	3.9%	San Diego		-85.8%	-2.9%	
	8.5%	-2.0%	San Francisco/Oakland	OH	-73.3%	6.2%	
HI	-2.2%	1.5%		Cincinnati	-66.8%	2.4%	
OR	33.9%	-2.1%		Cleveland	-78.8%	5.2%	
	16.1%	-4.9%	Portland	Columbus	-80.9%	6.2%	
WA	-12.5%	-3.4%		WI	-77.1%	-8.0%	
	-10.2%	-4.1%	Seattle	Milwaukee	-56.3%	-1.0%	
MOUNTAIN							
AZ	12.2%	2.2%		SOUTH CENTRAL			
	8.9%	3.3%		AL	-16.4%	2.9%	
	9.1%	2.8%	Phoenix		-19.1%	-3.4%	
CO	64.7%	6.5%		Birmingham	-18.0%	5.2%	
	57.1%	4.1%	Denver	AR	-11.8%	0.6%	
ID, WY, MT	-0.5%	-5.6%		KY	-57.1%	1.8%	
NM	33.4%	1.7%		LA	-3.0%	-2.0%	
NV	8.7%	2.3%		MS	-17.1%	-2.9%	
	7.1%	1.8%		OK	-9.6%	6.8%	
UT	18.1%	2.3%	Las Vegas	TN	-25.3%	5.2%	
WEST NORTH CENTRAL							
IA	-48.7%	1.1%		TX	-21.2%	7.8%	
KS	-46.2%	3.2%			-4.0%	1.0%	
NE	-38.3%	3.3%		Oklahoma City	-25.3%	5.2%	
ND,SD	-63.1%	-3.6%		Nashville	-21.2%	7.8%	
MN	NA	-4.4%			-14.6%	4.4%	
	-65.6%	4.9%		Dallas/Ft. Worth	-21.2%	3.1%	
	-56.2%	1.9%	Minneapolis/St. Paul	Houston	0.5%	8.0%	
MO	-54.7%	-3.6%		San Antonio	-34.4%	6.1%	
	-57.9%	1.7%	St Louis				
	-58.2%	4.7%	Kansas City				
SOUTH ATLANTIC							
	2.3%	-1.6%		NEW ENGLAND			
	2.3%	-1.4%		CT	-14.6%	4.4%	
	-1.0%	-0.8%	Los Angeles		-21.2%	3.1%	
	2.3%	2.6%	Orange County		0.5%	8.0%	
	-1.8%	-3.6%	Palm Springs		-34.4%	6.1%	
	-1.2%	-8.3%	Sacramento				
	4.1%	3.9%	San Diego				
	8.5%	-2.0%	San Francisco/Oakland				
HI	-2.2%	1.5%					
OR	33.9%	-2.1%					
	16.1%	-4.9%	Portland				
WA	-12.5%	-3.4%					
	-10.2%	-4.1%	Seattle				
MOUNTAIN							
AZ	12.2%	2.2%					
	8.9%	3.3%					
	9.1%	2.8%	Phoenix				
CO	64.7%	6.5%					
	57.1%	4.1%	Denver				
ID, WY, MT	-0.5%	-5.6%					
NM	33.4%	1.7%					
NV	8.7%	2.3%					
	7.1%	1.8%					
UT	18.1%	2.3%	Las Vegas				
WEST NORTH CENTRAL							
IA	-48.7%	1.1%					
KS	-46.2%	3.2%					
NE	-38.3%	3.3%					
ND,SD	-63.1						

	DEC	YTD		UNITED STATES	-11.5%	0.6%	
				PUBLIC ACCESS	-12.0%	0.9%	
				PRIVATE	-10.2%	-0.6%	
SOUTH ATLANTIC							
DE, DC, MD	2.3%	-1.6%		EAST NORTH CENTRAL			
	2.3%	-1.4%		IL	-74.5%	-0.7%	
	-1.0%	-0.8%	Los Angeles		-77.2%	-1.4%	
	2.3%	2.6%	Orange County	Chicago	-79.3%	-1.9%	
	-1.8%	-3.6%	Palm Springs	IN	-60.9%	9.8%	
	-1.2%	-8.3%	Sacramento	MI	-83.6%	-7.2%	
	4.1%	3.9%	San Diego		-85.8%	-2.9%	
	8.5%	-2.0%	San Francisco/Oakland	OH	-73.3%	6.2%	
HI	-2.2%	1.5%		Cincinnati	-66.8%	2.4%	
OR	33.9%	-2.1%		Cleveland	-78.8%	5.2%	
	16.1%	-4.9%	Portland	Columbus	-80.9%	6.2%	
WA	-12.5%	-3.4%		WI	-77.1%	-8.0%	
	-10.2%	-4.1%	Seattle	Milwaukee	-56.3%	-1.0%	
MOUNTAIN							
AZ	12.2%	2.2%		SOUTH CENTRAL			
	8.9%	3.3%		AL	-16.4%	2.9%	
	9.1%	2.8%	Phoenix		-19.1%	-3.4%	
CO	64.7%	6.5%		Birmingham	-18.0%	5.2%	
	57.1%	4.1%	Denver	AR	-11.8%	0.6%	
ID, WY, MT	-0.5%	-5.6%		KY	-57.1%	1.8%	
NM	33.4%	1.7%		LA	-3.0%	-2.0%	
NV	8.7%	2.3%		MS	-17.1%	-2.9%	
	7.1%	1.8%		OK	-9.6%	6.8%	
UT	18.1%	2.3%	Las Vegas	TN	-25.3%	5.2%	
WEST NORTH CENTRAL							
IA	-48.7%	1.1%		TX	-21.2%	7.8%	
KS	-46.2%	3.2%			-4.0%	1.0%	
NE	-38.3%	3.3%		Oklahoma City	-25.3%	5.2%	
ND,SD	-63.1%	-3.6%		Nashville	-21.2%	7.8%	
MN	NA	-4.4%			-14.6%	4.4%	
	-65.6%	4.9%		Dallas/Ft. Worth	-21.2%	3.1%	
	-56.2%	1.9%	Minneapolis/St. Paul	Houston	0.5%	8.0%	
MO	-54.7%	-3.6%		San Antonio	-34.4%	6.1%	
	-57.9%	1.7%	St Louis				
	-58.2%	4.7%	Kansas City				
SOUTH ATLANTIC							
	2.3%	-1.6%		NEW ENGLAND			
	2.3%	-1.4%		CT	-14.6%	4.4%	
	-1.0%	-0.8%	Los Angeles		-21.2%	3.1%	
	2.3%	2.6%	Orange County		0.5%	8.0%	
	-1.8%	-3.6%	Palm Springs		-34.4%	6.1%	
	-1.2%	-8.3%	Sacramento				
	4.1%	3.9%	San Diego				
	8.5%	-2.0%	San Francisco/Oakland				
HI	-2.2%	1.5%					
OR	33.9%	-2.1%					
	16.1%	-4.9%	Portland				
WA	-12.5%	-3.4%					
	-10.2%	-4.1%	Seattle				
MOUNTAIN							
AZ	12.2%	2.2%					
	8.9%	3.3%					
	9.1%	2.8%	Phoenix				
CO	64.7%	6.5%					
	57.1%	4.1%	Denver				
ID, WY, MT	-0.5%	-5.6%					
NM	33.4%	1.7%					
NV	8.7%	2.3%					
	7.1%	1.8%					
UT	18.1%	2.3%	Las Vegas				
WEST NORTH CENTRAL							
IA	-48.7%	1.1%					
KS	-46.2%	3.2%					
NE	-38.3%	3.3%					
ND,SD	-63.1						

	DEC	YTD		UNITED STATES	-11.5%	0.6%	
				PUBLIC ACCESS	-12.0%	0.9%	
				PRIVATE	-10.2%	-0.6%	
PACIFIC							
CA	2.3%	-1.6%		EAST NORTH CENTRAL			
	2.3%	-1.4%		IL	-74.5%	-0.7%	
	-1.0%	-0.8%	Los Angeles		-77.2%	-1.4%	
	2.3%	2.6%	Orange County	Chicago	-79.3%	-1.9%	
	-1.8%	-3.6%	Palm Springs	IN	-60.9%	9.8%	
	-1.2%	-8.3%	Sacramento	MI	-83.6%	-7.2%	
	4.1%	3.9%	San Diego		-85.8%	-2.9%	
	8.5%	-2.0%	San Francisco/Oakland	OH	-73.3%	6.2%	
HI	-2.2%	1.5%		Cincinnati	-66.8%	2.4%	
OR	33.9%	-2.1%		Cleveland	-78.8%	5.2%	
	16.1%	-4.9%	Portland	Columbus	-80.9%	6.2%	
WA	-12.5%	-3.4%		WI	-77.1%	-8.0%	
	-10.2%	-4.1%	Seattle	Milwaukee	-56.3%	-1.0%	
MOUNTAIN							
AZ	12.2%	2.2%		SOUTH CENTRAL			
	8.9%	3.3%		AL	-16.4%	2.9%	
	9.1%	2.8%	Phoenix		-19.1%	-3.4%	
CO	64.7%	6.5%		Birmingham	-18.0%	5.2%	
	57.1%	4.1%	Denver	AR	-11.8%	0.6%	
ID, WY, MT	-0.5%	-5.6%		KY	-57.1%	1.8%	
NM	33.4%	1.7%		LA	-3.0%	-2.0%	
NV	8.7%	2.3%		MS	-17.1%	-2.9%	
	7.1%	1.8%		OK	-9.6%	6.8%	
UT	18.1%	2.3%	Las Vegas	TN	-25.3%	5.2%	
WEST NORTH CENTRAL							
IA	-48.7%	1.1%		TX	-21.2%	7.8%	
KS	-46.2%	3.2%			-4.0%	1.0%	
NE	-38.3%	3.3%		Oklahoma City	-25.3%	5.2%	
ND,SD	-63.1%	-3.6%		Nashville	-21.2%	7.8%	
MN	NA	-4.4%			-14.6%	4.4%	
	-65.6%	4.9%		Dallas/Ft. Worth	-21.2%	3.1%	
	-56.2%	1.9%	Minneapolis/St. Paul	Houston	0.5%	8.0%	
MO	-54.7%	-3.6%		San Antonio	-34.4%	6.1%	
	-57.9%	1.7%	St Louis				
	-58.2%	4.7%	Kansas City				
SOUTH ATLANTIC							
	2.3%	-1.6%		NEW ENGLAND			
	2.3%	-1.4%		CT	-14.6%	4.4%	
	-1.0%	-0.8%	Los Angeles		-21.2%	3.1%	
	2.3%	2.6%	Orange County		0.5%	8.0%	
	-1.8%	-3.6%	Palm Springs		-34.4%	6.1%	
	-1.2%	-8.3%	Sacramento				
	4.1%	3.9%	San Diego				
	8.5%	-2.0%	San Francisco/Oakland				
HI	-2.2%	1.5%					
OR	33.9%	-2.1%					
	16.1%	-4.9%	Portland				
WA	-12.5%	-3.4%					
	-10.2%	-4.1%	Seattle				
MOUNTAIN							
AZ	12.2%	2.2%					
	8.9%	3.3%					
	9.1%	2.8%	Phoenix				
CO	64.7%	6.5%					
	57.1%	4.1%	Denver				
ID, WY, MT	-0.5%	-5.6%					
NM	33.4%	1.7%					
NV	8.7%	2.3%					
	7.1%	1.8%					
UT	18.1%	2.3%	Las Vegas				
WEST NORTH CENTRAL							
IA	-48.7%	1.1%					
KS	-46.2%	3.2%					
NE	-38.3%	3.3%					
ND,SD	-63.1						

	DEC	YTD		UNITED STATES	-11.5%	0.6%	
				PUBLIC ACCESS	-12.0%	0.9%	
				PRIVATE	-10.2%	-0.6%	
PACIFIC							
CA	2.3%	-1.6%		EAST NORTH CENTRAL			
	2.3%	-1.4%		IL	-74.5%	-0.7%	
	-1.0%	-0.8%	Los Angeles		-77.2%	-1.4%	
	2.3%	2.6%	Orange County	Chicago	-79.3%	-1.9%	
	-1.8%	-3.6%	Palm Springs	IN	-60.9%	9.8%	
	-1.2%	-8.3%	Sacramento	MI	-83.6%	-7.2%	
	4.1%	3.9%	San Diego		-85.8%	-2.9%	
	8.5%	-2.0%	San Francisco/Oakland	OH	-73.3%	6.2%	
HI	-2.2%	1.5%		Cincinnati	-66.8%	2.4%	
OR	33.9%	-2.1%		Cleveland	-78.8%	5.2%	
	16.1%	-4.9%	Portland	Columbus	-80.9%	6.2%	
WA	-12.5%	-3.4%		WI	-77.1%	-8.0%	
	-10.2%	-4.1%	Seattle	Milwaukee	-56.3%	-1.0%	
MOUNTAIN							
AZ	12.2%	2.2%		SOUTH CENTRAL			
	8.9%	3.3%		AL	-16.4%	2.9%	
	9.1%	2.8%	Phoenix		-19.1%	-3.4%	
CO	64.7%	6.5%		Birmingham	-18.0%	5.2%	
	57.1%	4.1%	Denver	AR	-11.8%	0.6%	
ID, WY, MT	-0.5%	-5.6%		KY	-57.1%	1.8%	
NM	33.4%	1.7%		LA	-3.0%	-2.0%	
NV	8.7%	2.3%		MS	-17.1%	-2.9%	
	7.1%	1.8%		OK	-9.6%	6.8%	
UT	18.1%	2.3%	Las Vegas	TN	-25.3%	5.2%	
WEST NORTH CENTRAL							
IA	-48.7%	1.1%		TX	-21.2%	7.8%	
KS	-46.2%	3.2%			-4.0%	1.0%	
NE	-38.3%	3.3%		Oklahoma City	-25.3%	5.2%	
ND,SD	-63.1%	-3.6%		Nashville	-21.2%	7.8%	
MN	NA	-4.4%			-14.6%	4.4%	
	-65.6%	4.9%		Dallas/Ft. Worth	-21.2%	3.1%	
	-56.2%	1.9%	Minneapolis/St. Paul	Houston	0.5%	8.0%	
MO	-54.7%	-3.6%		San Antonio	-34.4%	6.1%	
	-57.9%	1.7%	St Louis				
	-58.2%	4.7%	Kansas City				
SOUTH ATLANTIC							
	2.3%	-1.6%		NEW ENGLAND			
	2.3%	-1.4%		CT	-14.6%	4.4%	
	-1.0%	-0.8%	Los Angeles		-21.2%	3.1%	
	2.3%	2.6					

The percentages represent the differences in number of rounds played comparing December 2016 to December 2015.
For more information contact Golf Datatech, golfroundsplayed@golfdatatech.com or call 407-944-4116



National Golf Rounds Played Report

U.S. TOTAL		
AUGUST '17	YTD '17	
+0.8%	-2.6%	

Mountain

ROUNDS -1.0%
TEMP +1.2%
PRECIP -37%

Pacific

ROUNDS -2.6%
TEMP +1.7°
PRECIP +15%

West North Central

ROUNDS +7.8%
TEMP -3.6°
PRECIP -4%

East North Central

ROUNDS +3.0%
TEMP -5.7°
PRECIP -48%

New England

ROUNDS -2.1%
TEMP -4.3°
PRECIP -25%

Mid Atlantic

ROUNDS -0.5%
TEMP -5.8°
PRECIP +4%

South Atlantic

ROUNDS -4.8%
TEMP -2.7°
PRECIP +16%

South Central

ROUNDS +4.8%
TEMP -2.6°
PRECIP +35%

LEGEND:
Outline colors represent regions. Round percentages compares August 2017 to August 2016.
1° WARMER Temp YOY = 0.76% Increase in Rounds Played*
1" RAIN increase YOY = 2.2% Decrease in Rounds Played*
*Based on WTI's historical analysis of weather conditions for all US markets. Results may vary by region

	+ 2.0% and higher
	between -1.9% and + 1.9%
	- 2.0% and lower



DataTech National Golf Rounds Played Report

Page 2 of 2

AUGUST 2017

PACIFIC

	AUG	YTD
CA	-2.6%	-5.9%
Los Angeles	-3.5%	-5.1%
Orange County	-3.5%	-5.2%
Palm Springs	0.6%	-3.5%
Sacramento	-3.6%	-2.1%
San Diego	-10.8%	-16.1%
San Francisco/Oakland	5.7%	0.5%
HI	-3.9%	-8.5%
OR	11.0%	2.1%
Portland	-3.4%	-8.4%
WA	-5.3%	-13.0%
Seattle	-1.7%	-9.5%
	-0.2%	-9.5%

MOUNTAIN

AZ	-1.0%	0.2%
Phoenix	-1.2%	-1.3%
CO	-6.9%	-1.9%
Denver	0.0%	5.4%
ID, WY, MT, UT	-7.9%	0.6%
NM	-4.7%	-2.2%
NV	4.7%	4.1%
Las Vegas	9.7%	-0.8%
	14.8%	-1.5%

WEST NORTH CENTRAL

KS, NE	7.8%	1.0%
ND, SD	14.6%	3.4%
MN	2.7%	0.5%
Minneapolis/St. Paul	-2.6%	-3.8%
IA, MO	-4.0%	-3.7%
St Louis	14.4%	3.4%
Kansas City	7.1%	0.0%
	11.4%	3.1%

SOUTH ATLANTIC

DE, DC, MD	
Washington/Baltimore	
FL	
Jacksonville/Daytona	
Orlando	
Tampa	
Palm Beach	
Sarasota	
Naples/Ft Myers	
Miami/Ft. Lauderdale	

GA	
Atlanta	

NC	
Greensboro/Raleigh	

SC	
Charleston	
Hilton Head	
Myrtle Beach	

VA	
WV	

MID ATLANTIC

NJ	
NY	
New York City	

PA	
Philadelphia	
Pittsburgh	

NEW ENGLAND

CT	
MA, RI	
Boston	
ME, NH, VT	

AUG	YTD
-4.8%	-0.1%
-6.6%	-1.9%
-4.9%	-0.3%
-0.4%	1.0%
9.4%	7.7%
-14.0%	-6.7%
11.3%	0.5%
14.2%	15.9%
-4.6%	0.2%
-2.9%	-4.7%
-0.2%	-0.2%
-13.4%	-5.2%
-6.7%	-4.4%
-4.0%	1.4%
4.3%	1.4%
-9.4%	-0.6%
-8.0%	4.6%
-10.5%	2.7%
-12.8%	-0.7%
-1.8%	-0.7%
-1.7%	0.9%
-0.5%	-8.5%
-0.5%	-3.5%
-0.5%	-13.3%
-1.9%	-5.6%
-0.4%	-4.9%
-11.7%	-8.3%
9.5%	-3.1%
-2.1%	-5.7%
-0.2%	-1.5%
-2.5%	-5.5%
1.4%	-3.1%
-2.7%	-8.7%

The percentages represent the differences in number of rounds played comparing August 2017 to August 2016.
For more information contact Golf Datatech, golfroundsplayed@golfdatatech.com or call 407-944-4116

Savannahs Golf Club online reviews



Played on 09/04/2017

"Management"

Previously played Verified Purchaser

Reviewed on 09/05/2017

We had arrived little early and asked if we could get out before the storm the starter was very nice and let us go then out come the GM approached us and said we can not ask to go early when we only pay 10 dollars on Labor Day I was very angry after that so I will not be going back to that course

Pace of Play: Average

Course Layout: Average

Course Conditions: Poor

Staff Friendliness: Poor

Value for the Money: Fair

Off-Course Amenities: Poor



Played on 08/16/2017

"The greens are getting brown areas that are getting larger."

Previously played Verified Purchaser

Reviewed on 08/18/2017

Hopefully it will get the care it needs to keep it from going down hill.

Pace of Play: Excellent

Course Layout: Good

Course Conditions: Good

Staff Friendliness: Good

Value for the Money: Excellent

Off-Course Amenities: Good



Played on 08/16/2017

"To much rain"

Previously played Verified Purchaser

Reviewed on 08/17/2017

Because of the rain it was cart paths only on 7 holes and a lot of walking. The course itself was fair to good on most holes and the greens were good. Since I don't hit far in the air and I do rely on the roll it was a tough round for me with the walking and no roll.

I enjoyed every minute of it.

Pace of Play: Good

Course Layout: Average

Course Conditions: Average

Staff Friendliness: Good

Value for the Money: Excellent

Off-Course Amenities: Good



Played on 07/29/2017

"Swampy, buggy and not a lot of fun"

First time playing

Reviewed on 08/08/2017

Lots of biting gnats and mosquitoes. Would not advise playing there before or after rain. No cart girl. Lots of unkempt, overgrown areas. Was playing in a foursome of single digit handicap golfers at 3 and a half hour pace and was pressed by a threesome of high blood pressure croquet players - we could see they were hitting poor shots, picking up and raking putts just to go fast. We were challenged on our pace by ranger until he recalled when we started and then he could say nothing but "I hear ya". Sure slow play is a problem at most courses at times, but so too is an expectation to play in under 3 hours on a busy Saturday morning. It is not realistic to play through the entire field, there should be a reasonable expectation of pace both ways. This course does not seem to understand that, which made it not much fun.

Pace of Play: Fair

Course Layout: Good

Course Conditions: Average

Staff Friendliness: Average

Value for the Money: Fair

Off-Course Amenities: Good



Played on 07/03/2017

"simply a waste of time and money,"

Previously played Used cart Hot weather

Reviewed on 07/14/2017

weeds in bunkers and greens,serious weed trimming needed,staff treats customers as if they are doing them a favor including the manager who does not respond to justifiable issues. Viera East is a far far better value

Pace of Play: Fair

Course Layout: Fair

Course Conditions: Poor

Staff Friendliness: Poor

Value for the Money: Poor

Off-Course Amenities: Poor

Course Difficulty: Moderate

The Habitat Golf Course online reviews



Played on 09/28/2017

"Poor Course Conditions"

Previously played Verified Purchaser

Reviewed on 09/30/2017

The course wasn't in good condition with water all over and some next hole directions not adequate

Pace of Play: Good

Course Layout: Good

Course Conditions: Poor

Staff Friendliness: Good

Value for the Money: Good

Off-Course Amenities: Average



Played on 09/19/2017

"Disappointed"

Previously played Verified Purchaser

Reviewed on 09/20/2017

The Habitat has always been my favorite place to play, but recently (last 2-3 months) the course conditions have decline to the point where it's not worth the effort nor time to play there. The greens, once the best in Brevard have been overrun with crabgrass and has gotten to the point where you have to get relief or your putts won't stay online. Tees are a mess and weeds have overtaken them. Fairways, once covered with bermuda are now dominated by crabgrass. It's a real waste of a fine track and one of the most serene golf course you will ever play.

Pace of Play: Excellent

Course Layout: Good

Course Conditions: Fair

Staff Friendliness: Excellent

Value for the Money: Average

Off-Course Amenities: Fair



Played on 09/18/2017

"still a bit wet from irma"

Previously played Used cart Wet weather Verified Purchaser

Reviewed on 09/21/2017

still wet from irma but pretty good shape staff has done a good job but snack bar closes way too early

Pace of Play: Excellent

Course Layout: Excellent

Course Conditions: Average

Staff Friendliness: Excellent

Value for the Money: Excellent

Off-Course Amenities: Average

Course Difficulty: Somewhat Challenging



Played on 09/14/2017

"I love the course but did not play"

Previously played Verified Purchaser

Reviewed on 09/15/2017

I did not play because the course was closed when I showed up. Golf Now should know and should not confirm nor charge if the course is CLOSED.....PLEASE send me a credit to re-schedule my tee time or refund my fee. etc.

Pace of Play: Good

Course Layout: Good

Course Conditions: Good

Staff Friendliness: Good

Value for the Money: Excellent

Off-Course Amenities: Good



Played on 08/23/2017

"Good Value"

Previously played Verified Purchaser

Reviewed on 08/25/2017

Course has changed hands recently. Fairways are fairly wide, but roughs are punishing.

A great value for the \$\$\$\$. Not usually crowded

Pace of Play: Excellent

Course Layout: Good

Course Conditions: Average

Staff Friendliness: Good

Value for the Money: Excellent

Off-Course Amenities: Poor

Matt6186014

Skill: Intermediate

Plays: Few times a week



Played on 08/18/2017

"Cross your fingers."

First time playing Verified Purchaser

Reviewed on 08/20/2017

This is a great layout in decline. The greens are still true but the standards have slipped below where the layout indicates they should be. The restrooms are dirty, the cut grass is clogging the fairways and they have no liquor license. It is still a fun to play course but has the potential to something special. Hopefully the new ownership bring the standards up.

Pace of Play: Good

Course Layout: Excellent

Course Conditions: Fair

Staff Friendliness: Good

Value for the Money: Good

Off-Course Amenities: Fair

Spessard Holland Golf Club online reviews



Played on 09/27/2017

"A very enjoyable round."

First time playing Verified Purchaser

Reviewed on 09/29/2017

This course is wonderful. To think that a full on hurricane came through here little over a week ago, the course was in terrific condition. The ground crew must have worked day and night to get this into it's present condition. It is a huge credit to everybody concerned. Check in was easy, and very friendly, as was the starter. The course itself suited is fine. As two visiting seniors, we are not impressed by long slogging courses. This is quite short, and suited us perfectly. My only criticism, and it's not of the course, it's of golfers. How can a single hold up a two ball for an entire round. By playing two balls, and by moving at a snail's pace. Thats how. The only advantage of this was that we had plenty of time to look at the views. Some of which are spectacular. All in all a very enjoyable round, that unfortunately had the gloss taken off it by one ignorant player.

Pace of Play: Average

Course Layout: Excellent

Course Conditions: Excellent

Staff Friendliness: Excellent

Value for the Money: Excellent

Off-Course Amenities: Good



Played on 09/16/2017

Previously played Verified Purchaser

Reviewed on 09/18/2017

Course good condition for having irma go thru the weekend prior but was disappointed back nine closed and nothing was posted on website or at course

Pace of Play: Excellent

Course Layout: Excellent

Course Conditions: Good

Staff Friendliness: Good

Value for the Money: Good

Off-Course Amenities: Good



Played on 08/06/2017

"No Refreshments"

First time playing Used cart Hot weather Verified Purchaser

Reviewed on 08/07/2017

Course was in fair condition. Pace of play was very slow. No ranger to move things along. Foursome in front of us was horrible and looked for balls on every hole with water with their ball finder. No cart girl and restaurant was closed. No alcohol because they don't have their liquor license yet. Guy in proshop was less than helpful. The highlight was with the guy on the bag drop. Veteran and truly a gentleman. Enjoyed our conversation!

Pace of Play: Poor

Course Layout: Fair

Course Conditions: Good

Staff Friendliness: Average

Value for the Money: Poor

Off-Course Amenities: Poor

Course Difficulty: Moderate



Played on 07/12/2017

"Spessard Holland"

Previously played Verified Purchaser

Reviewed on 07/30/2017

A short but challenging course with tight fairways, obstacles, trees and water. Can get fooled into thinking a 300 yd par 4 is easy! A challenge for your game.

Pace of Play: Excellent

Course Layout: Excellent

Course Conditions: Excellent

Staff Friendliness: Excellent

Value for the Money: Excellent



Played on 06/17/2017

"Greens!!!"

First time playing

Reviewed on 06/18/2017

I did enjoy the course, however greens were in quite rough shape as they had been recently spiked. Also I was very displeased I was charged an additional \$10 for booking online when typically booking online is the cheaper method

Pace of Play: Good

Course Layout: Average

Course Conditions: Average

Staff Friendliness: Good

Value for the Money: Average

Off-Course Amenities: Average



Played on 05/22/2017

"Nice short challenging course"

Verified Purchaser

Reviewed on 05/24/2017

Had a 12:05 tee time for three. Our third was running late, no problem with starter pushing us back twenty minutes.

Fun short course with friendly staff.

Greens in very nice shape considering the drought we have been in.

Only gripe is at the turn we wanted to grab a hot dog and a beer but the grill was lights out and closed (3:00 PM)

Look forward to playing here again next visit to MB.

Pace of Play: Excellent

Course Layout: Good

Course Conditions: Good

Staff Friendliness: Good

Value for the Money: Good

Off-Course Amenities: Fair

Meeting Date
October 24, 2017



ADD ON

AGENDA	
Section	Unfinished Business
Item No.	v B

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Request Executive Session: <i>Brevard County, Florida v. Jimmie Crowder Excavating and Land Clearing, Inc. and Allied Property and Casualty Insurance Company</i>
DEPT/OFFICE:	County Attorney's Office Scott Knox, County Attorney; Christine Valliere, Assistant County Attorney Scott.Knox@brevardfl.gov; Christine.Valliere@brevardfl.gov
Requested Action:	It is requested that the Board approve the cost of advertising for, and the scheduling of, a private session on November 7, 2017 at 4:15 p.m., BEFORE the regular meeting of the Board of County Commissioners, pursuant to section 286.011(8), Florida Statutes, for the purpose of discussing legal strategy and granting authorization.
Summary Explanation & Background:	The County Attorney is advising that he is requesting a private session meeting with the Board of County Commissioners to discuss pending litigation against Jimmie Crowder Excavating and Land Clearing, Inc. and Allied Property and Casualty Insurance Company because he desires advice concerning the litigation. The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions. Present at the attorney-client private session will be as follows: Rita Pritchett, County Commissioner District 1 Jim Barfield, County Commissioner, District 2 John Tobia, County Commissioner, District 3 Curt Smith, County Commissioner, District 4 Kristine Isnardi, County Commissioner, District 5 Frank Abbate, County Manager Scott L. Knox, County Attorney Christine Valliere, Assistant County Attorney Margaret Eddy Sheffield, King Reporting Services, Inc. Fiscal Impact: Cost of advertisement Commission District: Fund/Account/Cost Code:
Clerk to the Board Instructions:	
Exhibits Attached:	
Contract /Agreement (If attached):	Reviewed by County Attorney Yes ☐ No ☐ PR ☐
County Manager Frank Abbate	Assistant County Manager, John Denninghoff Interim Assistant County Manager, Jim Liesenfelt
Department Director / Extension County Attorney/52090 	



AGENDA REPORT
October 24, 2017

SUBJECT:

Request Executive Session: Brevard County, Florida v. Jimmie Crowder Excavating and Land Clearing, Inc. and Allied Property and Casualty Insurance Company

FISCAL IMPACT:

Fiscal Impact: Cost of advertisement

DEPT/OFFICE:

County Attorney Office

REQUESTED ACTION:

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ATTACHMENTS:

Description

No Attachments Available

REVIEWERS:

Department

Reviewer

Action

No Reviewers Available



AGENDA REPORT
October 24, 2017

SUBJECT:

Request Executive Session: Brevard County, Florida v. Jimmie Crowder Excavating and Land Clearing, Inc. and Allied Property and Casualty Insurance Company

FISCAL IMPACT:

Fiscal Impact: Cost of advertisement

DEPT/OFFICE:

County Attorney Office

REQUESTED ACTION:

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SUMMARY EXPLANATION and BACKGROUND:

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ATTACHMENTS:

Description

No Attachments Available

REVIEWERS:

Department

Reviewer

Action

No Reviewers Available



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

M E M O R A N D U M

TO: Scott Knox, County Attorney

RE: Item V.B., Request for Executive Session for Brevard County, Florida v. Jimmie Crowder Excavating and Land Clearing, Inc. and Allied Property and Casualty Insurance Company

The Board of County Commissioners, in regular session on October 24, 2017, approved scheduling an executive session with the County Manager and appropriate staff to discuss strategy for Brevard County, Florida v. Jimmie Crowder Excavating and Land Clearing, Inc. and Allied Property and Casualty Insurance Company, to be held before the Regular meeting on November 7, 2017, at 4:00 p.m.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Meeting Date
October 24, 2017



AGENDA	
Section	New Business
Item No.	VI B 2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	APPROVAL, RE: FY 17-18 COMMUNITY ACTION BOARD COMMUNITY-BASED ORGANIZATIONS (CBO) RECOMMENDATIONS
DEPT/OFFICE:	Community Services Group / Housing & Human Services

Requested Action:

It is requested that the Board of County Commissioners (BOCC) approve the recommendations of the Community Action Board (CAB) to provide \$408,160 in funding to eleven (11) community-based organizations (CBO), and authorize the Chair, and/or County Manager or designee, to execute subsequent modifications and amendments to the agreements, upon review and approval by the County Attorney and Risk Management.

Summary Explanation & Background:

The Brevard County Community Action Board (CAB) has been established by the Board of County Commissioners (BOCC) per Florida Administrative Rule 9B-22.011. This rule mandates that the composition of this Board be of a tripartite nature, made of equal members consisting of elected public officials or their representatives, persons democratically chosen to represent the low income population in the areas served, and officials or members of business, labor, community advisory boards, veterans groups, religious/faith based alliances, or affordable housing groups. All representatives elected or appointed to the Board must be a resident of Brevard County.

The CAB's primary function is to review and recommend programs for the Brevard County Community Action Agency through the use of Community Services Block Grant (CSBG) funds and oversee Low Income Home Energy Assistance Program (LIHEAP) funds. CSBG funds are used to address the needs of low income families and help them achieve self-sufficiency. Additionally, the CAB provides CBO funding recommendations to the BOCC. The CAB accomplishes this through the use of a Request for Proposal (RFP) process. The RFP is made available to agencies that provide services to Brevard County residents consistent with Brevard County BOCC approved plans and strategies.

On March 7, 2017 in regular session the BOCC approved the FY 2017-18 CBO Program Process, Request for Proposal (RFP), and the Commitment to Funding.

On August 15, 2017, the Community Action Board voted to recommend that the BOCC fund the following community-based organizations in response to a request for proposal to provide community services. There are eleven (11) agencies and thirteen (13) programs recommended for funding:

(Continued on Page 2)

Clerk to the Board Instructions:

Exhibits Attached: FY 17-18 CBO Recommendations

Contract /Agreement (If attached): Reviewed by County Attorney

Yes

☐

No

☐

PR

☐

County Manager

Assistant County Manager

Department Director / Extension

Frank Abbate

Jim Liesenfelt

Ian Golden, Director (X52007)

- \$42,000.00 - Brevard Alzheimer's Foundation (Adult Day Health Care)
- \$52,500.00 - Brevard Alzheimer's Foundation (Transportation Services for the Elderly & Disabled)
- \$28,000.00 - Central Brevard Sharing Center (Emergency Food)
- \$42,000.00 - Emma Jewel Charter Academy (Transportation Program for K-8th Grade)
- \$35,084.00 - Family Counseling Center (Outpatient Behavioral Health Services)
- \$ 5,273.60 - Family Promise of Brevard (Emergency Family Shelter)
- \$35,427.70 - Grandparents Raising Grandchildren (Support Services for Grandparents)
- \$10,500.00 - Links of Hope (Child Abuse Prevention Services)
- \$25,086.60 - North Brevard Charities Sharing Center (Residential Substance Abuse Treatment)
- \$52,488.10 - Space Center for Independent Living (Transportation Services for the Disabled)
- \$10,500.00 - The Salvation Army-Central (Domestic Violence Shelter/Services)
- \$16,800.00 - The Salvation Army-North (Soup Kitchen)
- \$52,500.00 - The South Brevard Women's Center (Domestic Violence Victims Services)

\$408,160.00 TOTAL

Fiscal Impact: FY 17/18 – There is a fiscal impact of \$408,160.00 to the General Fund.
Funds are budgeted in Business Area 0001, Cost Center 201500.

FY 18/19 - There will be a fiscal impact to the General Fund if approved by the BOCC.

Contact: Juanita Davis, Assistant Department Director (633-2076)

2017-2018 COMMUNITY BASED ORGANIZATIONS FUNDING RECOMMENDATIONS

AGENCY NAME	Score	2017-2018 Agency Requests	%	2017-2018 Recommended Funding	REMAINING FUNDING
					\$ 408,160.00
EMMA JEWEL ACADEMY-TRANSPORTATION	96.63	\$60,000.00	70%	\$42,000.00	\$ 366,160.00
CENTRAL BREVARD SHARING CENTER-EMERGENCY FOOD	95.88	\$40,000.00	70%	\$28,000.00	\$ 338,160.00
GRANDPARENTS RAISING GRANDCHILDREN-CHILD FIRST PROGRAM	95.88	\$50,611.00	70%	\$35,427.70	\$ 302,732.30
BREVARD ALZHEIMER'S-SCHOLARSHIPS FOR ADULT DAY HEALTH CARE	95.25	\$60,000.00	70%	\$42,000.00	\$ 260,732.30
THE SALVATION ARMY-DOMESTIC VIOLENCE SHELTER/SERVICES	94.75	\$15,000.00	70%	\$10,500.00	\$ 250,232.30
THE SALVATION ARMY-SOUP KITCHEN	93.13	\$24,000.00	70%	\$16,800.00	\$ 233,432.30
THE SOUTH BREVARD WOMEN'S CENTER-DOMESTIC VIOLENCE VICTIMS' SERVICES	93.13	\$75,000.00	70%	\$52,500.00	\$ 180,932.30
BREVARD ALZHEIMER'S-TRANSPORTATION SERVICES FOR THE ELDERLY AND DISABLED	92.50	\$75,000.00	70%	\$52,500.00	\$ 128,432.30
LINKS OF HOPE-CHILD ABUSE PREVENTION CLASSES	92.50	\$15,000.00	70%	\$10,500.00	\$ 117,932.30
SPACE COAST CENTER FOR INDEPENDENT LIVING-NEED A RIDE TRANSPORTATION	92.13	\$74,983.00	70%	\$52,488.10	\$ 65,444.20
NORTH BREVARD CHARITIES-PROJECT MAYBE	92.00	\$35,838.00	70%	\$25,086.60	\$ 40,357.60
FAMILY COUNSELING CENTER-OUTPATIENT BEHAVIORAL HEALTH SERVICES	91.38	\$50,120.00	70%	\$35,084.00	\$ 5,273.60
FAMILY PROMISE-EMERGENCY FAMILY SHELTER	90.63	\$37,200.00	14%	\$5,273.60	\$ (0.00)
AMIKIDS-HEALTH SERVICES FOR AT-RISK MALE YOUTH	90.25	\$75,000.00	0%	\$0.00	\$ (0.00)
AGING MATTERS- SENIOR NUTRITION	90.13	\$75,000.00	0%	\$0.00	\$ (0.00)
BOYS AND GIRLS CLUBS OF CENTRAL FLORIDA-POSITIVE YOUTH SERVICES	89.13	\$75,000.00	0%	\$0.00	\$ (0.00)
AGING MATTERS- SENIOR ASSISTANCE	88.38	\$44,850.00	0%	\$0.00	\$ (0.00)
AMBASSADOR CHRISTIAN ACADEMY-YOUTH MENTORING	84.75	\$74,735.44	0%	\$0.00	\$ (0.00)
HELPING SENIORS OF BREVARD-CASE MANAGEMENT AND MEDIA OUTREACH	83.63	\$75,000.00	0%	\$0.00	\$ (0.00)
TOTAL		\$1,032,337.44		\$408,160.00	

NOTE: The above funding recommendations are not final until approved by the Brevard County Commissioners.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

M E M O R A N D U M

TO: Ian Golding, Housing and Human Services Director Attn: Juanita Davis

RE: Item VI.B.2., Board Approval for FY 2017-2018 Community Action Board Community-Based Organizations (CBO) Recommendations

The Board of County Commissioners, in regular session on October 24, 2017, tabled consideration of the Fiscal Year 2017-2018 Community Action Board, Community Based Organization (CBO) recommendations to the November 7, 2017, Board of County Commissioners meeting; and directed staff to bring back recommendations.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Meeting Date
October 24, 2017



AGENDA	
Section	New Business
Item No.	VI.F.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	RESOLUTION APPROVING THE ISSUANCE BY BREVARD COUNTY HOUSING FINANCE AUTHORITY OF MULTI-FAMILY HOUSING REVENUE BONDS (CRANE CREEK SENIOR APARTMENTS PROJECT)
DEPT/OFFICE:	Brevard County Housing Finance Authority

Requested Action:

The Brevard County Housing Finance Authority (the "Authority") is requesting that the Board approve a Resolution to allow the Authority to apply for an allocation with the Florida Division of Bond Finance and to allow the issuance by the Authority of a multi-family housing revenue note to finance the acquisition, renovation, and equipping of Crane Creek Senior Apartments (the "Project").

Summary Explanation & Background:

The Authority received an application from Melbourne Leased Housing Associates II, LLLP, an affiliate of Dominion, for the issuance of multi-family housing revenue financing in an amount not to exceed \$13,500,000 to finance the acquisition, rehabilitation, and equipping of the Project. The Project is an existing senior apartment facility located at 2309 S. Babcock Street, in Melbourne, Florida, and consists of 127 units (84 one bedroom and 43 two bedroom apartments), which will be rented exclusively to elderly residents (age 62 and over) of lower and moderate income. A Land Use Restriction Agreement encumbering the property will require that 100% of the apartments units will be set aside and available only to persons earning less than 60% of median income, for as long as the financing is outstanding, or for a term of 30 years, whichever is longer. The developer will also receiving funding from the state and is restricting an additional 20% of the units to persons earning less than 50% of median income. Project amenities will include a clubhouse, television and card area, and services including financial counseling, transportation, resident activities, assistance with housekeeping, and onsite healthcare. Renovations to the existing apartments will include HVAC improvements, accessibility upgrades and ADA renovations, as well as common area improvements including the addition of a fitness room, computer area, and grill/picnic area, upgrades to pool/shuffleboard area, painting, flooring, lighting and other repairs and upgrades.

On September 14, 2017, the Authority held a public hearing, following proper publication of notice, for the purpose of receiving public input on the proposed project and bond issuance. A report of the public comments received is attached. In order to issue tax exempt bonds for the Project, the Authority must apply for and receive an allocation from the State Regional Pool between November 16 and December 29, 2017. Brevard County is in Region 17, with Volusia County, which will share a total allocation of approximately \$52,938,373.

The tax exempt financing will be in the form of a construction/permanent loan through Citi Community Capital. As a condition of approval, the County's financial advisor will verify that the financing meets or exceeds the Guidelines of the Authority.

Cost Benefit Analysis:

This issue will provide funds to finance the acquisition, rehabilitation, and equipping of 127 rental housing units which will be available to Brevard County elderly residents of lower and moderate income. There is no fiscal impact to the Board of County Commissioners or the Authority. The County is only authorizing the Housing Finance Authority to issue the financing under the IRS requirements for tax exempt bonds and the County shall be indemnified from the issuance of bonds and the Project.

Contact Person: Angela A. Abbott, 264-0334; angelaabbott@cfl.rr.com

Jay Glover, Public Financial Management, (407) 648-2208; gloverj@publicfm.com

Clerk to the Board Instructions:

Exhibits Attached: Resolution; Housing Finance Authority Resolution No. 17-02; Authority Report of Public Hearing; PRAG Memorandum

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes ☐	No ☐	PR ☐
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County Manager Frank Abbate	Interim Assistant County Manager Jim Liesenfelt	Department Director / Extension
	Assistant County Manager John Denninghoff	



October 25, 2017

MEMORANDUM

TO: Scott Knox, County Attorney

RE: Item VI.F.1., Resolution to Approve the Issuance by Brevard County Housing Finance Authority of Multi-Family Housing Revenue Bonds (Crane Creek Senior Apartments Project)

The Board of County Commissioners, in regular session on October 24, 2017, adopted Resolution No. 17-217, to allow the Brevard County Housing Finance Authority to apply for and issue an allocation with the Florida Division of Bond Finance for a multi-family housing revenue note to finance the acquisition, renovation, and equipping of Crane Creek Senior Apartments. Enclosed is a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Attorney Angela Abbott

RESOLUTION NO. 17-217

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, APPROVING THE ISSUANCE OF NOT EXCEEDING \$13,500,000 MULTI-FAMILY HOUSING REVENUE BONDS OF THE BREVARD COUNTY HOUSING FINANCE AUTHORITY, BREVARD COUNTY, FLORIDA FOR THE CRANE CREEK APARTMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Brevard County, Florida (the "Board"), by resolution adopted on February 8, 1979, declared a need for a Housing Finance Authority to function within both the incorporated and unincorporated areas of Brevard County, Florida, to alleviate a shortage of housing and capital for investment in housing within such areas of operation; and

WHEREAS, the Board adopted Ordinance No. 79-09, on March 15, 1979, as amended by Ordinance No. 84-16, adopted on May 10, 1984 (the "Ordinance"), creating the Brevard County Housing Finance Authority (the "Authority"); and

WHEREAS, the Florida Housing Finance Authority Law, Part IV, Chapter 159, Florida Statutes (the "Act"), provides that the Authority may issue bonds for the purpose of the Act; and

WHEREAS, the Authority, on August 10, 2017 adopted a resolution (the "Resolution") to implement a financing plan in concept to issue Multi-Family Housing Revenue Bonds, Series 2017 (the "Bonds") in one or more series and held a public hearing with respect to the issuance of the Bonds; and

WHEREAS, the proceeds of the Bonds will be used (1) to finance the acquisition, construction and development in one or more phases of the Crane Creek Apartments project in Brevard County (the "Project") and (2) to fund Bond financing costs and Bond reserves; and

WHEREAS, Melbourne Leased Housing Associates II, LLLP, a Florida limited liability limited partnership, and The Partnership, Inc., a Florida corporation, the borrower and general partner of the borrower of the proposed Bonds, have submitted the Indemnification Certificate attached hereto as Exhibit A; and

WHEREAS, Section 147 of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of the Bonds and the Project by an applicable elected official (in this case, the Board), following such public hearing; and

WHEREAS, such a public hearing following the public notice required by the Code was held by the Authority, and the minutes of such public hearing are in the public record of the Authority; and

WHEREAS, at such hearing reasonable opportunity was provided for all interested individuals to express their views, both orally and in writing, concerning the issuance of the Bonds and the Project; and

WHEREAS, the Board has diligently and conscientiously considered all comments and concerns expressed by such individuals; and

WHEREAS, the Board desires to express its approval of the action taken by the Authority and its officials pursuant to the Resolution.

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

Section 1. This resolution is adopted pursuant to the provisions of Section 1-181 of the Ordinance.

Section 2. This resolution is adopted following reasonable public notice of a public hearing which was held by the Authority on September 14, 2017 with reference to the Bonds and the Project. After consideration of the minutes of the public hearing and after diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing as reflected in such minutes, and comments made to this Board, the Board hereby approves the issuance by the Authority of the Bonds in an aggregate principal amount not exceeding \$13,500,000 for the purposes expressed in the Authority's Resolution. This approval is subject to the condition subsequent that the County attorney shall verify that the final documentation for the Bonds shall include the same indemnification running to the County from the Borrower as runs to the Authority from the Borrower, and that the Authority's financial advisor shall verify that the Bonds meet or exceed the Authority's guidelines.

Section 3. This resolution shall take effect immediately upon adoption.

RESOLVED this 24th day of October, 2017.

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

By: 

RITA PRITCHETT VICE CHAIRWOMAN

As approved by Board 10/24/17

(SEAL)

Attest:

By: 

Clerk

EXHIBIT A

INDEMNIFICATION CERTIFICATE

The undersigned hereby certifies that he or she is authorized to execute and deliver this Indemnification Certificate and further represents, in the name of and on behalf of Melbourne Leased Housing Associates II, LLLP, a Florida limited liability limited partnership (the "Borrower") and The Partnership, Inc., a Florida corporation (the "General Partner" and, collectively with the Borrower, the "Indemnitors"), the following:

(1) At the request of the Borrower, the Brevard County Housing Finance Authority (the "Issuer") proposes to issue its tax-exempt housing revenue bonds in an aggregate principal amount not to exceed \$13,500,000, in one or more series issued at one or more times (collectively, the "Bonds"), the proceeds of which are to be used to (i) finance all or a portion of the cost of the acquisition, development, construction and/or rehabilitation, financing and ownership of an approximately 127-unit multifamily rental housing development known as Crane Creek Apartments located at 2309 S. Babcock Street, Melbourne, Florida (the "Project");

(2) The issuance of the Bonds to finance the Project: (i) is appropriate to the needs and circumstances of, and will make a significant contribution to the economic growth of the community in which it is located, (ii) will provide or preserve gainful employment, (iii) will promote commerce and economic development within the State of Florida and (iv) will serve a public purpose by advancing the general welfare of the State and its people by providing for a housing development within the meaning of Chapter 159, Part IV, Florida Statutes, as amended;

(3) Brevard County, Florida (the "County") will continue to be able to cope satisfactorily with the impact of the Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom;

(4) In order to finance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code");

(5) The Issuer held a public hearing with respect to the issuance of the Bonds on September 14, 2017;

(6) The Borrower has requested the Board of County Commissioners (the "Board") of the County to approve the issuance of the Bonds for purposes of Section 147(f) of the Code; and

(7) The County desires indemnification from the Indemnitors as a material inducement to the Board granting the foregoing approval.

NOW THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE INDEMNITORS, DOES HEREBY: Agree to defend the County and its officials, employees, attorneys and agents and the members of the Board, and hold the County and its officials, employees, attorneys and agents and the members of the Board, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of

any person or persons occurring in connection with the issuance of the Bonds or the acquisition, development, construction rehabilitation, ownership or operation of the Project by or on behalf of the Borrower, including in the case of any and all negligence of such indemnitee, or in any way growing out of or resulting from the Project or from the issuance, sale or delivery of the Bonds, including, but not limited to, liabilities or costs arising under the Internal Revenue Code of 1986, as amended, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State of Florida, including, without limitation, all costs and expenses of the County, including reasonable attorneys' fees, incurred in connection therewith.

IN WITNESS WHEREOF, the Indemnitors have executed this Indemnification Certificate this 20th day of October, 2017.

MELBOURNE LEASED HOUSING ASSOCIATES II, LLLP,
a Florida limited liability limited partnership

By: The Partnership, Inc., a Florida corporation,
its general partner

By: Hugh Jacobs
Name: Hugh Jacobs
Title: EvP/COO

THE PARTNERSHIP, INC., a Florida corporation

By: Hugh Jacobs
Name: Hugh Jacobs
Title: EvP/COO

**REPORT OF
BREVARD COUNTY HOUSING FINANCE AUTHORITY**

REPORT REGARDING PUBLIC HEARING

The Brevard County Housing Finance Authority (the "Authority") by and through its designated hearing officer, Attorney, Angela A. Abbott, conducted a public hearing on the proposed issuance by the Authority of not to exceed \$13,500,000 in Multifamily Housing Revenue Bonds, (Crane Creek Senior Apartments Project) (the "Bonds") and on the nature and location of the project to be financed with the Bonds.

The undersigned held the hearing on September 14, 2017, commencing at 3:00 p.m. and closing at 3:05 p.m., in the Lecture Room at the Brevard County Agricultural Center, 3695 Lake Drive, Cocoa, Florida, Florida, pursuant to the notice of such hearing which was published on August 31, 2017, in Florida Today, a newspaper published in Brevard County, Florida, a copy of the publisher's affidavit is attached hereto as Exhibit A. Interested individuals were given the opportunity to express their views, both orally and in writing.

The following numbers of people attended the hearing or submitted written comments and were in favor of or opposed to the proposed issuance of the Bonds or the nature or location of the project to be financed with the Bonds:

Number of people in attendance:	<u>0</u>
Number of written comments:	<u>0</u>
Number of people in favor:	<u>0</u>
Number of people opposed:	<u>0</u>

Respectfully submitted this 14th day of September, 2017.



ANGELA A. ABBOTT, ESQUIRE,
Attorney for the Brevard County Housing
Finance Authority



ANGELA A. ABBOTT, P.A.
4420 S WASHINGTON AVE

TITUSVILLE, FL 32780

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared
Becky Holland, who on oath says that he or she is a
Legal Advertising Representative of the **FLORIDA TODAY**
, a daily newspaper published in Brevard County, Florida
that the attached copy of advertisement, being a Legal
Ad in the matter of

Notice Public Hearing

as published in **FLORIDA TODAY** in the issue(s) of:

08/31/17

Affiant further says that the said **FLORIDA TODAY** is a
newspaper in said Brevard County, Florida and that the
said newspaper has heretofore been continuously
published in said Brevard County, Florida each day and
has been entered as periodicals matter at the post office
in **MELBOURNE** in said Brevard County, Florida, for a
period of one year next preceding the first publication of
the attached copy of advertisement; and affiant further
says that he or she has never paid nor promised any
person, firm or coporation any discount, rebate,
commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 11th of
September 2017, by Becky Holland who is personally
known to me

Ruby Royer
Ruby Royer
Notary Public for the State of Florida
My Commission expires January 30, 2018

Publication Cost: \$253.30
Ad No: 0002375935
Customer No: BRE-6AN287



RUBY ROYER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088043
Expires 1/30/2018

Exhibit A

AD #2375935 08/31/2017
NOTICE OF PUBLIC HEARING
CONCERNING THE BREVARD COUNTY
HOUSING AUTHORITY'S
PROPOSED ISSUANCE OF ITS
MULTIFAMILY HOUSING REVENUE
BONDS, SERIES 2017, IN AN
AGGREGATE AMOUNT OF NOT TO EX-
CEED \$13,500,000

Public Notice is hereby given that the
Brevard County Housing Finance Authority
(the "Authority") will conduct a public
hearing on September 14, 2017 at
3:00 p.m., or thereafter, in the Lecture
Room of the Brevard County Agricultural
Center, 3695 Lake Drive, Cocoa, Florida,
in accordance with the Tax Equity
Fiscal Responsibility Act ("TEFRA") on
the proposed issuance by the Authority
of its Multi-Family Housing Revenue
Bonds, Series 2017 in the aggregate
principal amount of not to exceed
\$13,500,000 for purposes of financing
the Project referenced below. The proceeds
of such bonds will be used to finance
the acquisition, rehabilitation,
and equipping of the following Project
located at the following location in Brevard
County, Florida:

Owner: MELBOURNE LEASED HOUSING
ASSOCIATES II, LLLP
Project Name: CRANE CREEK
SENIOR APARTMENTS
Location: 2309 S. Babcock Street,
Melbourne, Florida
No. of Units: 127
Aggregate principal amount of tax exempt
Bonds: not exceeding \$13,500,000

If any member of the general public
wishes to be heard at the hearing, he or
she may do so by appearing in person at
the time and place set forth above or by
submitting their views in writing delivered
at least 24 hours prior to the date
and time of the meeting set forth above
to the Authority, c/o Angela Abbott,
4420 S. Washington Avenue, Titusville,
Florida 32780.

The purpose of the public hearing is to
afford members of the general public an
opportunity to be heard with respect to
the proposed issuance of the Bonds by
the Authority.

All interested parties are invited to attend
and present their comments at the
time and place set forth above.

IF ANY PERSON WISHES TO APPEAL ANY
DECISION MADE BY THE AUTHORITY
WITH RESPECT TO ANY MATTER CON-
SIDERED AT THIS HEARING, HE OR SHE
WILL NEED A RECORD OF THE PROCEED-
INGS, AND FOR SUCH PURPOSE, HE OR
SHE MAY NEED TO ENSURE THAT A VER-
BATIM RECORD OF THE PROCEEDINGS IS
MADE, WHICH RECORD INCLUDES THE
TESTIMONY AND EVIDENCE UPON
WHICH THE APPEAL IS MADE.

BREVARD COUNTY HOUSING FINANCE
AUTHORITY

AD #2375935 08/31/2017
NOTICE OF PUBLIC HEARING
CONCERNING THE BREVARD COUNTY
HOUSING AUTHORITY'S
PROPOSED ISSUANCE OF ITS
MULTIFAMILY HOUSING REVENUE
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the proposed issuance by the Authority
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Bonds, Series 2017 in the aggregate
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ASSOCIATES II, LLLP
Project Name: CRANE CREEK
SENIOR APARTMENTS
Location: 2309 S. Babcock Street,
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No. of Units: 127
Aggregate principal amount of tax exempt
Bonds: not exceeding \$13,500,000

If any member of the general public
wishes to be heard at the hearing, he or
she may do so by appearing in person at
the time and place set forth above or by
submitting their views in writing delivered
at least 24 hours prior to the date
and time of the meeting set forth above
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The purpose of the public hearing is to
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opportunity to be heard with respect to
the proposed issuance of the Bonds by
the Authority.

All interested parties are invited to attend
and present their comments at the
time and place set forth above.

IF ANY PERSON WISHES TO APPEAL ANY
DECISION MADE BY THE AUTHORITY
WITH RESPECT TO ANY MATTER CON-
SIDERED AT THIS HEARING, HE OR SHE
WILL NEED A RECORD OF THE PROCEED-
INGS, AND FOR SUCH PURPOSE, HE OR
SHE MAY NEED TO ENSURE THAT A VER-
BATIM RECORD OF THE PROCEEDINGS IS
MADE, WHICH RECORD INCLUDES THE
TESTIMONY AND EVIDENCE UPON
WHICH THE APPEAL IS MADE.

BREVARD COUNTY HOUSING FINANCE
AUTHORITY

EXHIBIT A**INDEMNIFICATION CERTIFICATE**

The undersigned hereby certifies that he or she is authorized to execute and deliver this Indemnification Certificate and further represents, in the name of and on behalf of Melbourne Leased Housing Associates II, LLLP, a Florida limited liability limited partnership (the "Borrower") and The Partnership, Inc., a Florida corporation (the "General Partner" and, collectively with the Borrower, the "Indemnitors"), the following:

(1) At the request of the Borrower, the Brevard County Housing Finance Authority (the "Issuer") proposes to issue its tax-exempt housing revenue bonds in an aggregate principal amount not to exceed \$13,500,000, in one or more series issued at one or more times (collectively, the "Bonds"), the proceeds of which are to be used to (i) finance all or a portion of the cost of the acquisition, development, construction and/or rehabilitation, financing and ownership of an approximately 127-unit multifamily rental housing development known as Crane Creek Apartments located at 2309 S. Babcock Street, Melbourne, Florida (the "Project");

(2) The issuance of the Bonds to finance the Project: (i) is appropriate to the needs and circumstances of, and will make a significant contribution to the economic growth of the community in which it is located, (ii) will provide or preserve gainful employment, (iii) will promote commerce and economic development within the State of Florida and (iv) will serve a public purpose by advancing the general welfare of the State and its people by providing for a housing development within the meaning of Chapter 159, Part IV, Florida Statutes, as amended;

(3) Brevard County, Florida (the "County") will continue to be able to cope satisfactorily with the impact of the Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the operation, repair, and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom;

(4) In order to finance the costs of the Project from the proceeds of the Bonds on a tax-exempt basis, it is necessary to hold a public hearing and approve the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code");

(5) The Issuer held a public hearing with respect to the issuance of the Bonds on September 14, 2017;

(6) The Borrower has requested the Board of County Commissioners (the "Board") of the County to approve the issuance of the Bonds for purposes of Section 147(f) of the Code; and

(7) The County desires indemnification from the Indemnitors as a material inducement to the Board granting the foregoing approval.

NOW THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE INDEMNITORS, DOES HEREBY: Agree to defend the County and its officials, employees, attorneys and agents and the members of the Board, and hold the County and its officials, employees, attorneys and agents and the members of the Board, harmless against any and all claims, losses, liabilities or damages to property or any injury or death of

any person or persons occurring in connection with the issuance of the Bonds or the acquisition, development, construction rehabilitation, ownership or operation of the Project by or on behalf of the Borrower, including in the case of any and all negligence of such indemnitee, or in any way growing out of or resulting from the Project or from the issuance, sale or delivery of the Bonds, including, but not limited to, liabilities or costs arising under the Internal Revenue Code of 1986, as amended, the Securities Act of 1933, the Securities Exchange Act of 1934 or any applicable securities law of the State of Florida, including, without limitation, all costs and expenses of the County, including reasonable attorneys' fees, incurred in connection therewith.

IN WITNESS WHEREOF, the Indemnitors have executed this Indemnification Certificate this 20th day of October, 2017.

MELBOURNE LEASED HOUSING ASSOCIATES II, LLLP,
a Florida limited liability limited partnership

By: The Partnership, Inc., a Florida corporation,
its general partner

By:

Name:

Title:

Hugh Jacobs
Hugh Jacobs
EvP/COO

THE PARTNERSHIP, INC., a Florida corporation

By:

Name:

Title:

Hugh Jacobs
Hugh Jacobs
EvP/COO

RESOLUTION 17-02

RESOLUTION REGARDING THE OFFICIAL ACTION OF THE BREVARD COUNTY HOUSING FINANCE AUTHORITY RELATIVE TO THE ISSUANCE OF NOT TO EXCEED OF \$13,500,000 MULTIFAMILY HOUSING REVENUE BONDS FOR THE PURPOSE OF ACQUIRING, REHABILITATING, EQUIPPING, AND DEVELOPING A MULTIFAMILY RESIDENTIAL HOUSING FACILITY FOR PERSONS OR FAMILIES OF LOW, MIDDLE OR MODERATE INCOME; FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BY AND BETWEEN THE AUTHORITY AND MELBOURNE LEASED HOUSING ASSOCIATES II, LLLP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Melbourne Leased Housing Associates II, LLLP (the "Company") has applied to the Brevard County Housing Finance Authority (the "Authority") to (i) issue its multifamily housing revenue bonds in a principal amount not to exceed \$13,500,000 (the "Bonds") for the purpose of financing the acquisition, rehabilitation, equipping and development of a multifamily residential housing facility for persons or families of low, middle or moderate income to be located in Brevard County, Florida, (the "Project"), and (ii) to loan the proceeds of the Bonds to the Company pursuant to Chapter 159, Part IV, Florida Statutes, and Chapter 159, Part II, Florida Statutes, or such other provision or provisions of Florida law as the Authority may determine advisable (the "Act"); and

WHEREAS, subject to the terms set forth herein and in the Memorandum of Agreement attached hereto as Exhibit A, the Company has requested that the Authority make a determination to issue the Bonds under the Act in one or more issues or series not exceeding an aggregate principal amount of \$13,500,000 and to loan the proceeds thereof available to finance the Project under a loan agreement or other financing agreement which will provide that payments thereunder be at least sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds and such other costs in connection therewith as may be incurred by the Authority, to assist the Company and promote the purposes provided in the Act; and

WHEREAS, the Company has submitted the Memorandum of Agreement relating to the issuance of the Bonds, attached hereto; and

WHEREAS, in order to satisfy certain of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Authority intends to hold a public hearing on the proposed issuance of the Bonds for the purposes herein stated, which date will be at least 14 days following the first publication of a notice of such public hearing in a newspaper of general

circulation in Brevard County, Florida (a form of such notice is attached hereto as Exhibit B), which public hearing will be conducted in a manner that provides a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on both the issuance of such Bonds and the location and nature of the portion of the Project to be financed with the proceeds therefrom.

WHEREAS, it is intended that this Resolution shall constitute official action toward the issuance of the Bonds within the meaning of the applicable United States Treasury Regulations.

IT IS, THEREFORE, DETERMINED AND RESOLVED BY THE BREVARD COUNTY HOUSING FINANCE AUTHORITY, THAT:

1. APPROVAL OF THE PROJECT. The acquisition, rehabilitation, equipping and development of the Project and the financing thereof by the Authority through the issuance of the Bonds, pursuant to the Act, will promote the health and welfare of the citizens of Brevard County, Florida, and will thereby serve the public purposes of the Act.

2. EXECUTION AND DELIVERY OF THE MEMORANDUM OF AGREEMENT. The Chairman or Vice Chairman of the Authority hereby are authorized and directed to execute, for and on behalf of the Authority, the Memorandum of Agreement attached hereto as Exhibit A between the Authority and the Company providing understandings relative to the proposed issuance of the Bonds by the Authority to finance the Project in an aggregate principal amount not to exceed the lesser of (a) \$13,500,000, or (b) the cost of the Project, as determined by the Authority.

3. AUTHORIZATION OF THE BONDS. Subject to the terms and conditions set forth herein and in the Memorandum of Agreement attached hereto, there is hereby authorized to be issued and the Authority hereby determines to issue the Bonds, if so requested by the Company, in one or more issues or series in an aggregate principal amount not to exceed of \$13,500,000 for the purpose of financing the Project described in such Memorandum of Agreement. The Bonds shall be designated the "Brevard County Housing Finance Authority Multifamily Housing Revenue Bonds (Crane Creek Apartments Project)". The rates of interest payable on the Bonds shall not exceed the rate permitted by law.

4. RECOMMENDATION FOR APPROVAL TO BOARD OF COUNTY COMMISSIONERS. The Authority hereby recommends that the Board of County Commissioners of Brevard County, Florida (the "Board") approve the issuance of the Bonds and the financing of the Project. The Authority hereby directs the Chairman, Vice Chairman or Authority's Counsel, either alone or jointly, at the expense of the Company, to seek approval for the issuance of the Bonds and the financing of the Project by the Board as the applicable elected representatives of Brevard County, Florida, under and pursuant to the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended.

5. **GENERAL AUTHORIZATION.** The Chairman, the Vice Chairman, the Secretary-Treasurer and counsel for the Authority hereby are further authorized to proceed, upon execution of the Memorandum of Agreement, with the undertakings provided for therein on the part of the Authority and are further authorized to take such steps and actions as may be required and necessary in order to cause the Authority to issue the Bonds subject to the terms and conditions set forth herein and in the Memorandum of Agreement authorized hereby.

6. **AFFIRMATIVE ACTION.** This resolution is an affirmative action of the Authority toward the issuance of the Bonds, as contemplated in said Memorandum of Agreement, in accordance with the purposes of the laws of the State of Florida and the applicable United States Treasury Regulations.

7. **APPROVAL OF NOTICE OF PUBLIC HEARING.** The form of notice of public hearing attached hereto as Exhibit B is hereby approved and the publishing thereof authorized on behalf of the Authority.

8. **APPOINTMENT OF COUNSEL.** The firm of Nabors, Giblin & Nickerson, P.A. is duly appointed Bond Counsel in connection with the issuance of the Bonds. Angela A. Abbott, P.A., is duly appointed Issuer's Counsel.

9. **LIMITED OBLIGATIONS.** The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the Authority, Brevard County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenue pledged therefor pursuant to a loan agreement or other financing agreement entered into by and between the Authority and the Company prior to or contemporaneously with the issuance of the Bonds.

10. **LIMITED APPROVAL.** The approval given herein shall not be construed as an approval of any necessary zoning applications nor for any other regulatory permits relating to the Project, and the Authority shall not be construed by reason of its adoption of this Resolution to have waived any right of the County and/or of any city in which the proposed Project is to be located or to have estopped the County and/or such city, if any, from asserting any rights or responsibilities it may have in that regard. In addition, this Resolution and the Memorandum of Agreement attached hereto as Exhibit A are conditioned upon and subject to: (1) the determination by the Authority, in its sole and absolute discretion at a future date in the future, that it is in the best interests of the Authority and the residents of Brevard County, Florida, to use the tax exempt volume cap allocation potentially available to the Authority to issue the Bonds; (2) receipt of the necessary volume cap tax exempt allocation from the State of Florida, Division of Bond Finance; (3) receipt of the approval of the Project and the proposed financing of the Project by the Board; (4) the ownership and control of the Company and its principals not varying more than five (5%) percent from what has been represented to the Authority in the Company's Application; (5) the number of multi-family units to be constructed by the Company not decreasing by more than five (5%) percent from the 127 units referenced in the Company's Application; (6) the proposed Project, including, but not limited to design, materials, type of

construction materials, etc. not changing materially without the prior written consent of the Authority; and (7) the closing of the Bonds occurring on or before one hundred and fifty-five (155) days after receipt of volume cap allocation from the State of Florida Division of Bond Finance, unless extended by the Authority in its sole and absolute discretion. In the event that any of the foregoing events shall not take place, if applicable, or shall occur or take place, if applicable, it shall operate as a termination of this Resolution and the Memorandum of Agreement.

11. BOND ALLOCATION. Upon a determination by the Authority as set forth in the Memorandum of Agreement to request private activity bond allocation with respect to such Bonds, the Chairman, Vice Chairman or Authority's Counsel are hereby authorized to execute all necessary documents for obtaining and preserving an allocation from the State of Florida, Division of Bond Finance upon request by the Company.

This Resolution shall take effect immediately.

ADOPTED this 10th day of August, 2017.

**BREVARD COUNTY HOUSING
FINANCE AUTHORITY**

By: 
Chairman

(SEAL)

ATTEST:

By: 
Secretary-Treasurer

EXHIBIT A

MEMORANDUM OF AGREEMENT FOR ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS

This Agreement between the Brevard County Housing Finance Authority (the "Authority"), a body corporate and politic of the State of Florida and Melbourne Leased Housing Associates II, LLLP (the "Company"), a Florida limited liability limited partnership organized and validly existing under the laws of the State of Florida and authorized to do business in the State of Florida.

WITNESSETH:

1. PRELIMINARY STATEMENT. Among the matters of mutual understanding which have resulted in the execution of this Memorandum of Agreement are the following:

(a) The Florida Housing Finance Authority Law (Chapter 159, Part IV, Florida Statutes), as amended, and the Florida Industrial Development Financing Act (Chapter 159, Part II, Florida Statutes) (collectively, the "Act") provides that the Authority may issue its revenue bonds and loan the proceeds thereof to one or more persons, firms or private corporations, or use such proceeds to defray the cost of acquiring, by purchase or construction, certain qualifying facilities.

(b) The Company is considering acquiring, rehabilitating, equipping and developing a multifamily residential housing facility for persons or families of low, middle or moderate income (the "Project") to be located within the boundaries of Brevard County, Florida. It is estimated that the cost of the acquisition, construction, equipping and development of the Project will be in excess of \$13,500,000.

(c) The Authority intends this Memorandum of Agreement to constitute its official binding commitment, subject to the terms and conditions set forth herein and in the Resolution authorizing the Authority to enter into this Memorandum of Agreement, to issue its bonds in a principal amount not to exceed of \$13,500,000 (the "Bonds") in one or more series or issues pursuant to the Act in an amount to be agreed upon by the Authority and the Company and to loan the proceeds thereof to the Company, and to use such proceeds to finance the cost of acquiring, rehabilitating, equipping and developing the Project, including all costs incurred in connection with the issuance of the Bonds by the Authority, up to an amount not to exceed \$13,500,000.

(d) The Authority considers the issuance and sale of the Bonds, for the purpose hereinabove set forth, consistent with the objectives of the Act. This commitment is an affirmative official action of the Authority toward the issuance of the Bonds as herein

contemplated in accordance with the purposes of both the Act and the applicable United States Treasury Regulations.

2. UNDERTAKINGS ON THE PART OF THE AUTHORITY. Subject to the terms and conditions set forth herein and in the Authority's Resolution dated August 10, 2017 (the "Inducement Resolution") authorizing the Authority to enter into this Memorandum of Agreement, the Authority agrees as follows:

(a) The Authority will authorize the issuance of the Bonds in the aggregate principal amount necessary and sufficient to finance the cost of acquiring, rehabilitating, equipping and developing the Project as the Authority and the Company shall agree in writing, but in all events, the principal amount of such Bonds shall not exceed the lesser of (i) the cost of the Project, as determined by the Authority or (ii) \$13,500,000.

(b) The Authority will cooperate with the Company and with the underwriters or purchasers of the Bonds and the Authority's Counsel with respect to the issuance and sale of the Bonds and will take such further action and authorize the execution of such documents as shall be mutually satisfactory to the Authority and the Company for the authorization, issuance and sale of such Bonds and the use of the proceeds thereof to finance the cost of acquiring, rehabilitating, equipping and developing the Project.

(c) Such actions and documents may permit the issuance from time to time in the future of additional bonds on terms which shall be set forth therein, whether *pari passu* with other series of bonds or otherwise, for the purpose of defraying the cost of completion, enlargements, improvements and expansion of the Project, or any segment thereof, or refunding of the Bonds.

(d) The loan or financing agreement (the "Loan Agreement") between the Authority and the Company shall, under the terms agreed upon by the parties, provide for payments to be made by the Company in such sums as shall be necessary to pay the amounts required under the Act, including the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable.

(e) In authorizing the issuance of the Bonds pursuant to the Loan Agreement, the Authority will make no warranty, either expressed or implied, that the proceeds of the Bonds will be sufficient to pay all costs of acquiring, constructing, equipping and developing the Project, or that those facilities encompassed by the Project will be suitable for the Company's purposes or needs.

(f) The Bonds shall specifically provide that they are payable solely from the revenues derived from the Loan Agreement between the Authority and the Company or other agreements approved by the Authority, except to the extent payable out of amounts attributable to Bond proceeds. The Bonds and the interest thereon shall not constitute an indebtedness or

pledge of the general credit of the Authority, Brevard County or of the State of Florida, and such fact shall be plainly stated on the face of the Bonds.

(g) Due to the tax exempt volume cap limitations established by the State of Florida on the issuance of tax exempt bonds, the Authority reserves the right, in its sole and absolute discretion, to determine if, in what amount, and when to file a Request for Allocation for the Project with the State of Florida, Division of Bond Finance. Subject to the foregoing, at any time after receipt of this Memorandum of Agreement properly executed by the Company (but before the expiration date), the Authority may file with the State of Florida, Division of Bond Finance a Request for Allocation upon receipt from the Company of an executed request therefor in the form set forth herein. Nothing contained herein shall be deemed to be a guarantee of the tax-exempt private activity bond allocation for the Company's Project.

(h) The Company has advised the Authority of the need to proceed timely to develop the Project. In that regard, assuming that the proposed financing of the Project and other matters are ultimately worked out and acceptable to the Authority, including a satisfactory third-party credit underwriting review, the Authority is desirous of assisting the Company in the financing of the Project. Accordingly, the Authority's is entering into this Memorandum of Agreement so as to assist the Company in obtaining its financing for the Project. However, it is specifically understood and agreed by the Authority and the Company that the Authority, in its sole discretion, reserves the right not to issue the Bonds if it does not ultimately approve the financing.

3. UNDERTAKINGS ON THE PART OF THE COMPANY. Subject to the terms hereof, the Company acknowledges and agrees as follows:

(a) Although the Authority has approved the proposed Project, it has reserved the right, in its sole and absolute discretion, to determine whether or not to proceed with the issuance of the Bonds as set forth in Section 2(h) above. The Company acknowledges, understands and agrees that the Authority retains said right.

(b) The Company has been advised that the State of Florida has adopted rules and regulations regarding the use of allocations and requires that an issuer issue its bonds in substantially the entire amount of the allocation within one hundred and fifty-five (155) days from the date of the granting of an allocation, unless it is extended under certain circumstances. The Company further acknowledges that the failure to timely actually issue bonds within a specified percentage of the allocation can result in the loss of the allocation and/or additional fees to be paid by the Authority. Accordingly, the Company shall be fully responsible for determining the size of the allocation to be requested, subject to the proviso that the request shall not be for a principal amount of Bonds which exceed the amounts set forth in paragraph 2(a).

(c) The Company will use reasonable efforts to ensure that the Bonds in the aggregate principal amount as stated above are timely sold; provided, however, that the terms of

such Bonds and of the sale and delivery thereof shall be mutually satisfactory to the Authority and the Company.

(d) Prior to the issuance of the Bonds, in one or more series or issues from time to time as the Authority and the Company shall agree in writing, the Company will enter into a Loan Agreement with the Authority, the terms of which shall be mutually agreeable to the Authority and Company, providing for the loan or use of the proceeds of the Bonds to finance the Project. Such agreement will provide that the Company will be obligated to pay the Authority (or pay to trustees for holders of the Bonds on behalf of the Authority, as the case may be) sums sufficient in the aggregate to enable the Authority to pay the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable, and all other expenses related to the issuance and delivery of the Bonds. The Company will agree in such documents that if the cost of acquisition and construction of the Project exceeds the amounts allocated therefor, it shall not be entitled to any reimbursement for any such excess either from the Authority, the Bondholders or the trustee for the Bondholders.

(e) The Company shall be responsible for and timely pay the Developer Deposit required by the Authority's Guidelines for Bond Issues, the issuance fee in effect at the time the Bonds are issued and the fees and costs of Counsel to the Issuer and the fees and costs of Bond Counsel to the Issuer, plus such other fees and costs as may be required.

(f) The Company shall, in addition to paying the amount set forth in the Loan Agreement, pay all costs of operation, maintenance, taxes, governmental and other charges that may be assessed or levied against or with respect to the Project.

(g) The Company will hold the Authority free and harmless from any loss or damage and from any taxes or other charges levied or assessed by reason of any mortgaging or other disposition of the Project.

(h) The Company will take such further action as may be required to implement its aforesaid undertakings and as it may deem appropriate in pursuance thereof.

(i) All fees and costs that the Company is required to pay, including but not limited to, the issuance fee, and counsel fees and costs not paid at the time of application shall be paid in full at the time of the sale and delivery of the Bonds.

(j) The number of multi-family units to be constructed by the Company will not decrease more than five (5%) percent from the number of multi-family units that it represented that it would construct in its Application to the Authority that resulted in the issuance of the Inducement Resolution and this Memorandum of Agreement.

(k) There shall not have been a material change in the proposed Project as represented to the Authority by the Company in the Application that it filed with the Authority,

including, but not limited to design, materials, type of construction materials, etc. without the prior written consent of the Authority.

(l) The closing of the sale of the Bonds shall occur on or before one hundred and fifty-five days from the date of the granting of an allocation, unless extended by the Authority at its sole and absolute discretion. In the event that the closing on the sale of the Bonds does not occur on or before said time, and the Authority chooses not to extend the closing date, the Company shall have no further rights under this Memorandum of Agreement. Further, in such event, the Authority may apply for and use the tax exempt volume allocation, if available, for the funding of such other multifamily housing projects or single family housing as it deems best serves the interests of the residents of Brevard County, Florida.

(m) The ownership and control of the Company and its principals shall not vary more than five (5%) percent from what has been represented in the Company's Application to the Authority without the prior written consent of the Authority.

(n) The Company and its principals shall have fully and timely complied with the terms of the Authority's Guidelines for Bond Issuers, including, but not limited to the timely payment of all fees and costs due to the Authority, its Counsel and its Bond Counsel.

(o) The Company and certain related parties or guarantors as determined by the Authority shall be required to enter into an environmental indemnity and certain other guaranties.

4. GENERAL PROVISIONS. All commitments of the Authority under Section 2 hereof and of the Company under Section 3 hereof are subject to the conditions that the following events shall have occurred not later than one hundred and fifty-five days from the date of receipt of an allocation, or such other date as shall be mutually satisfactory to the Authority and Company:

(a) The Authority shall be lawfully entitled to issue the Bonds as herein contemplated.

(b) The Authority and Company shall have agreed on mutually acceptable terms for the Bonds and the sale and delivery thereof and mutually acceptable terms and conditions of any trust instrument in respect thereto and Loan Agreement or other agreements incidental to the financing or referred to in Sections 2 and 3 hereof.

(c) Such other rulings, approvals, consents, certificates of compliance, opinions of counsel and other instruments and proceedings satisfactory to the Company and to the Authority as to such matters with respect to the Bonds, the Project, the Loan Agreement and any trust instrument, as shall be specified by the Company or the Authority, shall have been obtained from such governmental, as well as non-governmental, agencies and entities as may have or assert competence or jurisdiction over or interest in matters pertinent thereto and shall be in full force and effect at the time of issuance of the Bonds.

(d) The Company and the Authority each reserve the absolute right to unilaterally cancel this Memorandum of Agreement at any time prior to the time the Bonds are issued by the Authority upon written notice of cancellation.

(e) If the events set forth in this Section 4 do not take place within the time set forth or any extension thereof, or if the Company or the Authority exercises its rights of cancellation as set forth in this Section 4, the Company agrees that it will reimburse the Authority for all the reasonable and necessary direct or indirect expenses which the Authority may incur at the Company's request arising from the execution of this Memorandum of Agreement, and the performance by the Authority of its obligations hereunder, including legal fees and expenses for counsel to the Authority and Bond Counsel. In addition, the Authority shall be entitled to keep all fees paid to it pursuant to the Authority's Application Procedures and Program Guidelines.

(f) The Company acknowledges that the Authority may, during the time this Memorandum of Agreement is in effect, issue similar "inducement" agreements to other companies for other multifamily housing projects, and/or may issue bonds or participate jointly with other authorities to issue bonds for single family housing. This Memorandum of Agreement will create no priority or rights vis a vis subsequent agreements for the issuance of multifamily or single family housing bonds.

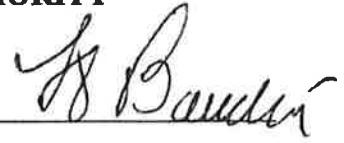
(g) The Authority shall have obtained the consent of the Brevard County Board of County Commissioners as to the issuance of the Bonds. Further, the Authority shall have obtained private activity bond allocation sufficient to allow the issuance of the Bonds from the State of Florida, Division of Bond Finance.

5. BINDING EFFECT. All covenants and agreements herein contained by or on behalf of the Authority and the Company shall bind and inure to the benefit of the respective successors and assigns of the Authority and the Company whether so expressed or not.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement by their officers thereunder duly authorized as of the 10th day of August, 2017.

**BREVARD COUNTY HOUSING
FINANCE AUTHORITY**

By: _____
Chairman



**MELBOURNE LEASED HOUSING
ASSOCIATES II, LLLP, a Florida Limited
Liability Limited Partnership**

By: The Partnership, Inc., a Florida
corporation, its General Partner

By: _____


EXHIBIT B

PROOF OF PUBLICATION

**NOTICE OF PUBLIC HEARING
CONCERNING THE BREVARD COUNTY HOUSING AUTHORITY'S
PROPOSED ISSUANCE OF ITS
MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2017, IN AN
AGGREGATE AMOUNT OF NOT TO EXCEED \$13,500,000**

Public Notice is hereby given that the Brevard County Housing Finance Authority (the "Authority") will conduct a public hearing on _____, 2017 at _____ .m., or thereafter, at the offices of _____, _____, Florida, _____, in accordance with the Tax Equity Fiscal Responsibility Act ("TEFRA") on the proposed issuance by the Authority of its Multi-Family Housing Revenue Bonds, Series 2017 in the aggregate principal amount of not to exceed \$13,500,000 for purposes of financing the Project referenced below. The proceeds of such bonds will be used to finance the acquisition, rehabilitation, and equipping of the following Project located at the following location in Brevard County, Florida:

Owner: MELBOURNE LEASED HOUSING ASSOCIATES II, LLLP

Project Name: CRANE CREEK SENIOR APARTMENTS

Location: 2309 S. Babcock Street, Melbourne, Florida

No. of Units: 127

Aggregate principal amount of tax exempt Bonds: not exceeding \$13,500,000

If any member of the general public wishes to be heard at the hearing he or she may do so by appearing in person at the time and place set forth above or by submitting their views in writing delivered at least 24 hours prior to the date and time of the meeting set forth above to _____.

The purpose of the public hearing is to afford members of the general public an opportunity to be heard with respect to the proposed issuance of the Bonds by the Authority.

All interested parties are invited to attend and present their comments at the time and place set forth above.

IF ANY PERSON WISHES TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO ANY MATTER CONSIDERED AT THIS HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

**BREVARD COUNTY HOUSING FINANCE
AUTHORITY**

Citizen Agenda Report, LTM of Florida Holdings, LLC, page 2 of 3

- FDOT has built 150 feet of road, as well as drains and swales on Miller Cove Road. (We believe Florida Statutes requires Brevard County to maintain the road because of this construction, but the explanation is extremely long.)
- AT&T has installed fiber optics in the ROW of Miller Cove Road. We have been in contact with AT&T and the legal department is searching for records. The local contact at AT&T believes AT&T was given verbal permission from Palm Shores to install the fiber optics "in the ROW".
- FPL has installed and maintained four (4) power poles and overhead lines in the Miller Cove ROW. FPL has been unable to locate any permits, and believes that the County provided a ROW map and advised FPL it could use any ROW; Miller Cove Road was identified on the map as a ROW.
- Per a local resident, Brevard County public works has removed debris from the swale on Miller Cove Road.
- Waste Pro utilizes Miller Cove Road for trash pickup.
- Brevard County Mosquito Control utilizes Miller Cove Road to spray to control mosquitoes.
- Brevard County Code Enforcement has utilized Miller Cove Road to investigate LTM's actions.
- 1st Avenue, south of Central Blvd. (now Miller Cove Road), of the Indian River Home Sites Subdivision was vacated by Brevard County by the June 20, 1963 Resolution, ORB 503, Pg. 583.
- 3rd Avenue and 4th Avenue of the Indian River Home Sites Subdivision was vacated by Brevard County by Resolution 2001-414, ORB 4494, Pg. 1706.
- The roads in the Indian River Home Sites Subdivision are within the jurisdiction of the County (as opposed to any municipality).
- No "holder of any interest in any reversionary rights in streets" of the Indian River Home Sites Subdivision made any claim for those rights by July 1, 1973, as required by F.S. 177.085(2).

Assuming the County agrees to accept the 1923 Plat and Miller Cove Road, LTM will pave Miller Cove Road and Old Dixie Highway by County standards. A Development Agreement or right-of-way use agreement would be appropriate to allow LTM to construct the road.³ The paved Miller Cove Road will allow access to other residents and owners along Miller Cove Road and will provide a proper roadway for public vehicles. LTM has retained M.E.Construction, Inc. ("MEC") to prepare roadway design and construction plans for the roadway, and for LTM's proposed use of its Property at the end of Old Dixie Highway. MEC has stated that there is sufficient area to construct county roadways in the ROW of Miller Cove Road and Old Dixie Highway, with certain waivers. (**MEC's letter is enclosed**).

Despite the apparent dedication intended by the owners of the property depicted in the 1923 Plat, the former County Transportation Director has stated that it never accepted the dedication of the 1923 Plat or the roads contained therein, *solely* because the County has never maintained Miller Cove Road. By letter dated May 22, 2017 from legal counsel for LTM to Assistant County Attorney Eden Bentley, counsel discussed in detail the reasons for the County to accept the 1923 Plat and Miller Cove Road. (**A complete copy of the letter is enclosed**). No response to the legal arguments presented has ever been received by LTM, despite numerous requests for a response.

Ironically, the County has previously taken a position contrary to the one involving Miller Cove Road in its Motion for Summary Judgment in *Merritt Island Industrial Park, II v. Brevard County*. (**The Motion is enclosed**). Starting at page 12 – 16 of the Motion, the County cited the same case law that LTM cited regarding Common Law Dedication. Most importantly, the County, in paragraph 49, stated, "there have been multiple occasions where the County vacated the public interest portions of

Citizen Agenda Report, LTM of Florida Holdings, LLC, page 3 of 3

rights of way . . . located within the Recorded Plat Map. Why would the County take these actions if it didn't believe it had an interest in the platted rights of way or park parcel?"

Indeed, why would Brevard County vacate 1st, 3rd and 4th Avenue of the 1923 Plat, containing Miller Cove Road, if the County didn't believe it had an interest in the platted rights of way? Pursuant to Sec. 86-36, Brevard County Code, the County may only vacate a county road that is within its jurisdiction. Because of this, we believe that the County had accepted the dedication of the Indian River Home Sites Plat sometime before June 20, 1963, when it vacated 1st Avenue of the 1923 Plat.

Without the acceptance by the County of Miller Cove Road, LTM is unable to obtain an address for its property. Without an address, LTM cannot construct a fence to protect its property from trespassers along the railroad track on its western border. LTM did submit for an address assignment, and was denied an address. (***Email dated May 22, 2017 and response enclosed***). Pursuant to Sec. 22-314(b), it does not appear that Brevard County Address Assignment has any discretion as to whether it will assign an address.⁴

Despite the County's contention that it has not accepted the dedication of the roads in the Subdivision, at least one County Ordinance's definition of "county public road" applies to Miller Cove Road. Sec. 246-2, Brevard County Code, defines "county public road" to include "platted or dedicated public rights-of-way and streets whether or not the same are paved, graded, improved or used by the public for travel; . . . and streets and alleys dedicated as rights-of-way upon recorded subdivision plats." Miller Cove Road appears to be utilized for drainage purposes by the neighboring subdivision to the south. Additionally, as stated above, there are other utilities - power lines and fiber optic cables - that have been installed in the right-of-way of and under Miller Cove Road. Unfortunately, no permits for any utilities have been located.⁵

There exist substantial reasons that the County should accept the dedication of the 1923 Plat, or at least Miller Cove Road, as explained herein. Most importantly, it would provide sufficient and legal access to LTM as well as many other property owners and residents along Miller Cove Road.

¹ Sec. 22-312, Brevard County Code, defines "private way" as any officially named thoroughfare used for vehicular traffic that is not included in the definition of "public way" and which is not maintained by the County.

² Under the same Code section, "street" is defined as "a right-of-way which has been dedicated to and accepted by the county, or that is a private access not dedicated to the county, but affords the principal means of access by vehicles to abutting property.

³ Sec. 86-66(a), Brevard County Code, defines "right-of-way" use agreement.

⁴ Sec. 22-318(b), Brevard County Code, provides for the appeal of the denial to the County Manager, but this address assignment issue can be resolved by the County accepting the dedication of the roads identified in 1923 Plat.

⁵ Sec. 86-72, Brevard County Code, requires permits for utilities, but this Ordinance was not adopted until 2006. It is believed the utilities were installed prior to that time.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

MEMORANDUM

TO: Frank Abbate, County Manager

RE: Item VI.F.2., Citizen Request by LTM of Florida Holdings, LLC for 1923 Indian River Home Sites Plat, PB 3/PG 37: Acceptance of Common Law Dedication

The Board of County Commissioners, in regular session on October 24, 2017, tabled consideration of the citizen request by LTM of Florida Holdings, LLC for the 1923 Indian River Homes Sites Plat, PB 3/PG 37: Acceptance of Common Law Dedication, to the November 7, 2017, meeting.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

cc: Deputy County Attorney Bentley



BOARD OF COUNTY COMMISSIONERS

Planning & Development Department
2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940

Inter-Office Memo

TO: Board of County Commissioners

FROM: Andrew J. Holmes, PE, Public Works Director *AJH*
Tad Calkins, Planning and Development Director *TC*

DATE: October 20, 2017

SUBJECT: Staff Report
Board of County Commissioner October 24, 2017 Meeting, Agenda Item:
VI.F.2, Citizen Request by LTM of Florida Holdings, LLC, Re: 1923 Indian
River Home Site Plat, PB 3/PG 37, Acceptance of Common Law
Dedication

The purpose of this report is to communicate the staff response to the submitted agenda item referenced above. The following comments are pertinent to the submitted item. Should the Board desire to accept the Miller Cove Road right of way, the following items should be considered.

1. The County Attorney's Office has identified several legal issues for the Board to consider. Those comments are contained in a separate memo from their office.
2. The existing right of way width shown on the plat is 30'-40' wide. The Brevard County Code requires a 50' wide right of way to construct a public road. A waiver of the minimum right of way width would be required in order to construct a public street within the right of way. Note that construction of a county standard roadway within a substandard width right of way is often much more expensive proposition than if the right of way was of standard width.
Maintenance is also often much more expensive due to a lack of separation distances between the constructed improvements and utilities, drainage facilities and the like.

No roadway design has been submitted by the developer that demonstrates that a road meeting County Code requirements could be constructed to fit within the existing right of way width.

3. Brevard County Public Works has no record of maintenance activities being performed within this right of way by Brevard County in the past.
4. There has not been a public street constructed within the right of way in the past.
5. Construction of a public street requires drainage improvements, typically consisting of both a storm water collection system (inlets and pipes, and/or ditches), a storm water treatment system (typically a retention area and/or some sort of biometric filtering or water quality enhancement feature), and a storm water feature to mitigate the increased flow rates due to the increase in impervious areas (typically a detention pond).

With the limited area available within a right of way, the pond elements of these storm water features are typically constructed outside of the normal road right of way. **Construction of the pond areas underground is sometimes possible, given sufficient land area, depending upon soil conditions and the existing ground water elevation, however these features are very costly to construct and maintain. Long term maintenance often requires a complete reconstruction of large portions of the roadway when these systems fail due to siltation.**

6. It is unknown exactly how many miles of unaccepted, substandard width rights of way exist in Brevard County, but the length potentially totals many hundreds of miles. **The Board may want to consider the impact of the decision in this instance potentially creating a precedent that may have far reaching consequences if many of these other unaccepted rights of way are brought to the Board with similar requests.**
7. Currently, the Brevard County Code requires that a lot front on a County Maintained Road or an approved private road, in order to have an address assigned as part of obtaining a building permit for the property. Additionally, the code requires commercial developments have direct access to a paved public or private road.



BOARD OF COUNTY COMMISSIONERS

County Attorney's Office
2725 Judge Fran Jamieson Way
Building C, Room 308
Viera, Florida 32940

To: John Denninghoff, Assistant County Manager

CC: Tad Calkins, Planning and Development Director
Andrew Holmes, Public Works Director

From: *up* Eden Bentley, Deputy County Attorney

Through: Scott Knox, County Attorney *[Signature]*

Subj.: LTM of Florida Holdings, LLC request to accept plat Item VI F (2)

Date: October 20, 2017

Question 1. Can the County accept the 1923 plat as requested?

Short Answer: Probably not due to jurisdictional issues involving the Town of Palm Shores.

Question 2. Is the area known as Miller Cove "road" owned and maintained by the County?

Short Answer: No. Case law indicates the actions listed by the applicant are not deemed to be acceptance of ownership and maintenance by the County.

Question 3. This question was not specifically presented by the agenda item, but is a logical question for the Board. Can the road areas alone be accepted by the County at this time?

Short Answer: There are numerous title issues in this area and at least one person has received a deed to a portion of the area referred to as Miller Cove Road. Questions regarding the exact location of improvements have also arisen which may create claims due to occupation as well as claims via deeds.

Recommendation: Request that the applicant provide a survey and appropriate title work for the area in question before proceeding further.

Lewis, Sally A

From: Kimberly Rezanka <kim@cflawoffice.com>
Sent: Monday, October 23, 2017 2:30 PM
To: Lewis, Sally A; Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff
Cc: Hart, Jessica; 'Christine Mulligan'; 'Deborah Thomas'; 'Donna Scott'; 'Kimberly Powell'; 'Tammy Rowe'
Subject: RE: Staff Report and Atty Memo for VI F 2 - response
Attachments: Plat of Indian River Home Sites.pdf; Letter to Eden Bentley re status request.pdf; Letter to Eden Bentley re status request.pdf

Dear County Attorney Knox and Director Holmes,

As you can imagine, we were quite surprised to receive your memoranda today – less than 24 hours prior to the Public Hearing tomorrow. We respond as follows.

A. Staff Report.

1. The legal issues raised are conclusory and cite no case law. We have asked for a legal opinion and have only received the one page memo provided today.
2. The Plat shows 40' of ROW for Central Blvd. and Old Dixie Highway. Plat is attached. This statement is in incorrect. Regardless, the issue is whether the County has or will accept the common law dedication – not whether a road can be built or the cost of the road. The Roadway design is irrelevant at this point.
3. While Brevard County has no records, it is without question that FDOT built a road apron and approximately 100 feet of road on Miller Cove Road. There are also drainage swales and structures that were installed by FDOT. We believe Brevard County HAS cleaned the swales, despite no records being available.
4. Agreed – no public road has been constructed.
5. The issue is not whether a road can be or should be built (which we believe is yes to both), but whether the County has or will accept the common law dedication.
6. This Plat should not impact any other substandard un-built road in the County unless the facts are identical. This is not precedent setting.
7. Exactly why our client is seeking to have the County acknowledge the common law dedication and accept/acknowledge acceptance (as of at least the 1963 vacation of First Avenue) of the Plat. The public access is onto Old Dixie Highway – an 1895 County Road. The issue is whether Miller Cove Road is a county roadway.

B. Legal Report.

1. We have no idea what “jurisdictional issues” exist. This is the first we have heard. In fact, despite an attempt to charge Mark Mattioli (client’s representative) with a code violation, the Town dropped the code violation because it had no jurisdiction. Please explain the jurisdictional issues.
2. What case law? Please provide. An intent to dedicate can be implied by the acts of the landowner, including the filing of a map or plat of the property designating the roadway, or platting the land and selling lots pursuant to the land. *Bonifay v. Dickson*, 458 So. 2d 1089. Acceptance of dedication is implied from actual use of the property by the public. *Hughes v. Town of Mexico Beach*, 455 So. 2d 566. The public has clearly used this road, as has AT&T, FPL, FDOT, the homeowner at the end of Miller Cove Road (2360 Miller Cove Road) and the commercial nursery

with an address of 2340 Miller Cove Road. Additional legal argument can be found in the attached letter to Eden Bentley – to which we have never received a legal response (dated May 22, 2017).

3. We are unaware of any “title issues”. We believe this is another red herring brought forth by opponents of our client. Please explain.

Recommendation. What is the “area in question” for which the survey and title work is requested? All of the Plat? Miller Cove Road/Central Blvd.?

While our client likely will comply with this request, we need to understand the justification for the request as it does NOT go to the question of whether there has been a common law dedication and acceptance. The Plat shows the right-of-way in question, and the surveyor will use that Plat. Moreover, we have the “title work” (deeds) from the grantor of the Plat. Is that what is being sought. We have continually advised the County Attorney’s office that we have these deeds, but it takes a legal opinion to come to the conclusion that there has been a common law dedication and acceptance. We have provided you the Motion for Summary Judgment in the *Merritt Industrial Park II, LLC* case – if “title work” can resolve a road issue, that would have been done in that case. As stated in that case, why would the County vacate a road if the County had not interest in it?

Our client may be willing to continue this for a week or two, as that is how long it will take to survey Miller Cove Road and provide a title search for the road, there is an upcoming P&Z/LPA meeting on November 6th. Will the County agree to continue that again?

Finally, would the County staff accept a ROW Use Agreement and Permit for our client to build a private road to access the Property at the end of Old Dixie Highway?

Thank you,
Kim Rezanka



*96 Willard Street, Suite 302
Cocoa, FL 32922
321-639-1320 ext. 123
Fax 321-639-9950*

Sent: Monday, October 23, 2017 10:23 AM

To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff

Cc: Hart, Jessica; Kimberly Rezanka (kim@cfglawoffice.com); Christine Mulligan; Deborah Thomas (deborah.thomas@brevardclerk.us); Donna Scott; Kimberly Powell (kimberly.powell@brevardclerk.us); Tammy Rowe (Tammy.Rowe@brevardclerk.us)

Subject: Staff Report and Atty Memo for VI F 2

Attached are two attachments for Agenda Item VI F 2.

Thank you,
Sally

*Sally Lewis
2725 Judge Fran Jamieson Way*

Viera, Fl. 32940

321-633-2010

Sally.lewis@brevardfl.gov

Under Florida law, all correspondence sent to the County Manager's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record contents of your e-mail or your e-mail address to be provided to the public in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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BOARD OF COUNTY COMMISSIONERS

Planning & Development Department
 2725 Judge Fran Jamieson Way
 Building A, Room 114
 Viera, Florida 32940

Inter-Office Memo

TO: Board of County Commissioners

FROM: Andrew J. Holmes, PE, Public Works Director *AJH*
 Tad Calkins, Planning and Development Director *TC*

DATE: October 20, 2017

SUBJECT: Staff Report
 Board of County Commissioner October 24, 2017 Meeting, Agenda Item:
 VI.F.2, Citizen Request by LTM of Florida Holdings, LLC, Re: 1923 Indian
 River Home Site Plat, PB 3/PG 37, Acceptance of Common Law
 Dedication

The purpose of this report is to communicate the staff response to the submitted agenda item referenced above. The following comments are pertinent to the submitted item. Should the Board desire to accept the Miller Cove Road right of way, the following items should be considered.

1. The County Attorney's Office has identified several legal issues for the Board to consider. Those comments are contained in a separate memo from their office.
2. The existing right of way width shown on the plat is 30'-40' wide. The Brevard County Code requires a 50' wide right of way to construct a public road. A waiver of the minimum right of way width would be required in order to construct a public street within the right of way. Note that construction of a county standard roadway within a substandard width right of way is often much more expensive proposition than if the right of way was of standard width.
Maintenance is also often much more expensive due to a lack of separation distances between the constructed improvements and utilities, drainage facilities and the like.

No roadway design has been submitted by the developer that demonstrates that a road meeting County Code requirements could be constructed to fit within the existing right of way width.

3. Brevard County Public Works has no record of maintenance activities being performed within this right of way by Brevard County in the past.
4. There has not been a public street constructed within the right of way in the past.
5. Construction of a public street requires drainage improvements, typically consisting of both a storm water collection system (inlets and pipes, and/or ditches), a storm water treatment system (typically a retention area and/or some sort of bioretention filtering or water quality enhancement feature), and a storm water feature to mitigate the increased flow rates due to the increase in impervious areas (typically a detention pond).

With the limited area available within a right of way, the pond elements of these storm water features are typically constructed outside of the normal road right of way. **Construction of the pond areas underground is sometimes possible, given sufficient land area, depending upon soil conditions and the existing ground water elevation, however these features are very costly to construct and maintain. Long term maintenance often requires a complete reconstruction of large portions of the roadway when these systems fail due to siltation.**

6. It is unknown exactly how many miles of unaccepted, substandard width rights of way exist in Brevard County, but the length potentially totals many hundreds of miles. **The Board may want to consider the impact of the decision in this instance potentially creating a precedent that may have far reaching consequences if many of these other unaccepted rights of way are brought to the Board with similar requests.**
7. Currently, the Brevard County Code requires that a lot front on a County Maintained Road or an approved private road, in order to have an address assigned as part of obtaining a building permit for the property. Additionally, the code requires commercial developments have direct access to a paved public or private road.

Deborah Thomas

From: Tammy Rowe
Sent: Monday, October 23, 2017 2:32 PM
To: Deborah Thomas
Subject: FW: Staff Report and Atty Memo for VI F 2 - response
Attachments: Plat of Indian River Home Sites.pdf; Letter to Eden Bentley re status request.pdf; Letter to Eden Bentley re status request.pdf

Deborah:

Please print this email and the attachments for item VI.F.2. for the 10/24/17 Board meeting.

Thank you,
Tammy

From: Kimberly Rezanka [mailto:kim@cflawoffice.com]
Sent: Monday, October 23, 2017 2:30 PM
To: 'Lewis, Sally A'; 'Advanced Agenda'; 'CGroup'; 'CNTYATY_Staff'; 'CNTYMGR_Staff'
Cc: 'Hart, Jessica'; Christine Mulligan-Willey; Deborah Thomas; Donna Scott; Kimberly Powell; Tammy Rowe
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Kim Rezanka



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321-639-1320 ext. 123
Fax 321-639-9950

Sent: Monday, October 23, 2017 10:23 AM

To: Advanced Agenda; CGroup; CNTYATY_Staff; CNTYMGR_Staff

Cc: Hart, Jessica; Kimberly Rezanka (kim@cglawoffice.com); Christine Mulligan; Deborah Thomas (deborah.thomas@brevardclerk.us); Donna Scott; Kimberly Powell (kimberly.powell@brevardclerk.us); Tammy Rowe (Tammy.Rowe@brevardclerk.us)

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Thank you,

Sally

Sally Lewis

2725 Judge Fran Jamieson Way

Viera, FL 32940

321-633-2010

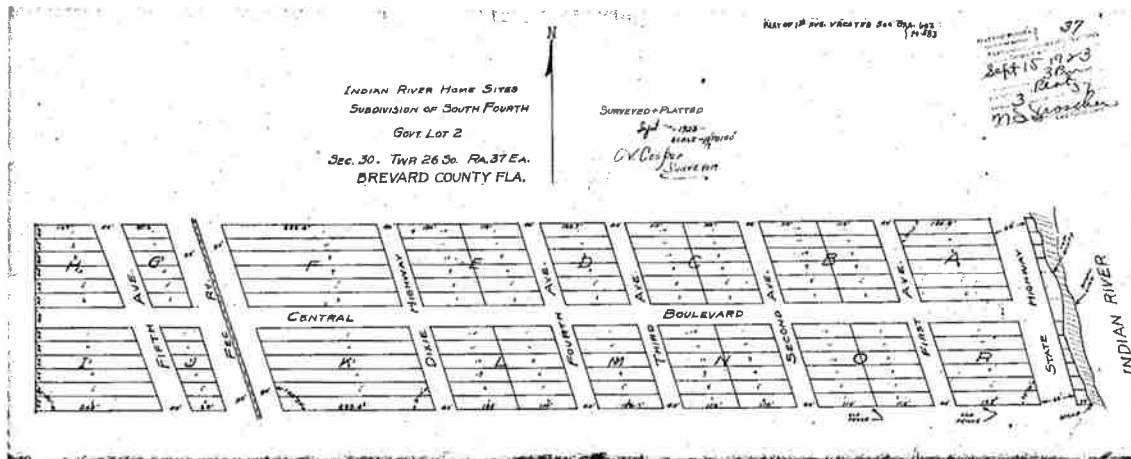
Sally.lewis@brevardfl.gov

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VI.F.2.

PLATBOOK 3
PAGE 37



Law Offices of
CANTWELL & GOLDMAN, P.A.

www.cfglawoffice.com

Bradly Roger Bettin, Sr.
William H. Cantwell, II ^{1,2}
Mitchell S. Goldman
J. Wesley Howze
Matthew J. Monaghan
Nina V. Rawal
Kimberly Bonder Rezanka
Michael Sjuggerud ³
Jay R. Thakkar

¹ Board Certified Construction Lawyer and

Board Certified Business Litigation Lawyer

² Also Member of West Virginia Bar

³ Also Member of District of Columbia

Bar, New York Bar, and Washington Bar

96 Willard Street, Suite # 302

Cocoa, FL 32922-7947

Telephone: (321) 639-1320

Facsimile: (321) 639-9950

474 N. Harbor City Blvd., Suite # 1

Melbourne, FL 32935

(by appointment only)

May 22, 2017

Via email: Eden.Bentley@brevardfl.gov

Ms. Eden Bentley
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamison Way, Bldg. C
Viera, FL 32940

RE: Address and Access – Miller Cove Road, Palm Shores

Dear Eden:

We represent LTM of Florida Holdings, LLC ("LTM") regarding the land development permits and related issues for the Property identified as Parcel Id. 26-37-30-00-10, located in Brevard County but adjacent to lands in the Town of Palm Shores. ***The Property Appraiser's information and map are enclosed.***

On April 28, 2017, Karl Bohne, the Town of Palm Shores' Attorney, sent you an email requesting the County Attorney's opinion on several matters related to the 1923 Indian River Homes Sites Plat, including whether the County had accepted the dedication of the roads in the Plat or whether the County believed the roads to be private roads. On May 1, 2017, my client and I met with you, John Denninghoff, Tad Caulkins, Cindy Thurman and several other County staff members to discuss my client's access to his Property by Miller Cove Road and Old Dixie Highway. You – understandably – believed the meeting was about the denial of an address assignment and had just received Mr. Bohne's lengthy email and attachments.

To date, we have heard nothing from the County in response to Mr. Bohne's email or our meeting of May 1st. LTM asserts that Miller Cove Road has been dedicated by the 1923 Plat, that the County accepted the dedication, and that LTM is entitled to access via Miller Cove Road and Old Dixie Highway. With this letter, we have provided additional information supporting these assertions.

As to the dedication, Mr. Bohne provided sufficient information to show the intent of the owner of the land that recorded the Plat, W. E. G. Harris, to dedicate the Plat to the County. As further evidence, we have all the deeds from Mr. Harris to subsequent owners that reference the Plat.

Mr. Harris left all the remaining property to his wife, Hettie Harris. We have copies of the probate of Mrs. Harris; the streets of Indian River Homes Sites Plat were not included in the Probate Estate.

I. Acceptance of the dedication of the 1923 Plat by Brevard County

Regarding the County's acceptance of the dedication, we provide the following facts which support acceptance. First, several properties along Miller Cove Road have been provided addresses on Miller Cove Road, including: 2360 Miller Cove Road (existing residence); 2340 Miller Cove Road (former plant nursery); and 2308 Miller Cove Road (cell tower and related structure). Additionally, there is a single-family residence on the south side of Miller Cove Road – accessible only by Miller Cove Road – with no assigned address, Parcel Id. 26-37-30-01-O-7.

Second, there are FPL power poles and lines, as well as AT&T fiber optic cable along and traversing Miller Cove Road. When FPL and AT&T were contacted about permits or easements, neither has permits or easements for their utilities. Both were told by the County that they could install the utilities on the County's right-of-way without permits. The Town of Palm Shores has no permits on file for the poles or cable, either. Furthermore, Waste Pro collects trash by way of Miller Cove Road, as evidenced by several green trash containers along Miller Cove Road. Right-of-ways for public road use include use for public utilities such as electric power poles. *See Nerbonne, N.V. v. Florida Power Corp.*, 692 So. 2d 929 (Fla. 5th DCA 1997).

Third, there is fifty feet (50') of paved road from U.S. 1 to the west, on what is known as Miller Cove Road. We are in the process of researching the as-builts and permits from 2003-2004 to determine who exactly paved this area and who has responsibility for its maintenance. FDOT does own a portion of this area, by virtue of a deed to it in 2001. ***A copy of the Deed is enclosed.***

Fourth, the County vacated Third Avenue and Fourth Avenue of the 1923 Plat, by Resolution 2001-414, filed in ORB 4494, Page 1707, Public Records of Brevard County. According to the Resolution, this was done pursuant to County Code Section 86-36, which states that the Board of County Commissioners "is hereby authorized and empowered to close, vacate and abandon any county road, right of way, alley way, place of travel or easement (of any type) or any portion thereof within its jurisdiction." While you indicated that the vacating was akin to a quit claim deed, we dispute that characterization as it contradicts the plain and clear language of the County Code. The County can only vacate that over which it has jurisdiction. ***A copy of the Resolution is enclosed.***

Acceptance of dedication may be implied from acts showing an intention to accept, including, among other things, use by the public or maintenance and improvement by proper authorities of part of the land dedicated. *Bonifay v. Dickson*, 459 So. 2d 1089, 1094 (Fla. 1st DCA 1089). Based upon the foregoing reasons and case law, we believe the acceptance is clear, unequivocal and with satisfactory proof of acceptance.

II. County-owned Miller Cove Road

Once ownership of Miller Cove Road is agreed upon, LTM has several challenges, as were discussed in far too much depth at our meeting of May 1, 2017. However, LTM requests consideration of several items.

First, an address must be assigned to LTM's Property, off of Old Dixie Highway. The Address Request Form (*copy enclosed*) does not appear to provide for any discretion and is a ministerial function. Moreover, the Form includes a bold disclaimer that "receiving an address does not guarantee a property is buildable or that any permits can be issued". LTM will be submitting this Form to address assignment today.

Second, LTM will be requesting waivers to the requirements of a 50' ROW, a full size paved roadway and sidewalks. As analyzed by Mr. Denninghoff, Miller Cove Road has insufficient width for all County Code requirements. There are many examples in the County of waivers of these requirements, including Sun Pointe Place, Morningside Drive and Furman Road. We understand from County staff there are many more examples.

Third, if the County is unwilling to work with LTM on these waivers, LTM will be requesting the County to pave the road under a proportionate share agreement per Sec. 163.3180, Fla. Stat. or a public-private partnership agreement under Sec. 255.065, Fla. Stat. LTM has been prepared to pave the roadway at its sole cost, but anticipated that the County would be enthusiastic about the improvement; enthusiasm appeared lacking at the May 1, 2017 meeting.

Fourth, Old Dixie Highway will also need to be improved as Miller Cove Road terminates into Old Dixie. Please confirm that the County agrees that the portion of Old Dixie Highway, from Miller Cove Road/Central Boulevard, is a county-owned road.

Fifth, LTM will need to apply for a permit, or obtain a waiver from a permit, to clear both Miller Cove Road and Old Dixie Highway. There are palm trees and other trees in the road right-of-way of both roads. A clearing permit will allow LTM to remove the remaining trees from the right-of-ways of Miller Cove Road and Old Dixie Highway.

III. Moving Forward

LTM needs to move forward on its project. It has a pending comprehensive plan amendment and rezoning scheduled before P & Z in July. Despite the contentions of Palm Shores' Mayor, LTM's neighbors are not opposed to the roadway or the use of LTM's Property as proposed. *The rendering of the proposed use is enclosed.* The Mayor's letter to the County opposing the rezoning will be addressed in more detail, but this is not the proper place to do so.

On behalf of LTM, we request a status update on these matters. Thank you for your assistance. We look forward to hearing from you in the near future.

Sincerely,

Kimberly Bonder Rezanka

KBR/bms
enclosures

cc: John Denninghoff
Commissioner Curt Smith
Cindy Thurman
Karl Bohne, Esq.



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 2609832
 Owners Ltm Of Florida Holding LLC
 Mailing Address 4113 Quando Dr Belle Isle FL 32812
 Site Address Brevard County Fl
 Parcel ID 26-37-30-00-10
 Property Use 8060 - State Owned Land - Vacant
 Exemptions EXSF - State Owned
 Taxing District 4200 - Unincorp District 4
 Total Acres 2.42
 Subdivision N/A
 Site Code 0001 - No Other Code Appl.
 Plat Book/Page N/A
 Land Description W 2.5 Ac Of N 1/2 Of S 1/2 Of Lot 2 E Of Rr & W Of St Rd

VALUE SUMMARY

Category	2016	2015	2014
Total Market Value	\$26,620	\$26,620	\$26,620
Agricultural Market Value	\$0	\$0	\$0
Assessed Value Non-School	\$26,620	\$26,620	\$26,620
Assessed Value School	\$26,620	\$26,620	\$26,620
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$26,620	\$26,620	\$26,620
Taxable Value Non-School	\$0	\$0	\$0
Taxable Value School	\$0	\$0	\$0

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
02/10/2017	\$69,700	QC	Improved	7824/2863
06/27/2001	--	WD	Vacant	4375/0562
01/29/2001	--	QC	Vacant	4285/4017
12/01/1988	\$50,000	WD	--	2971/2409
12/01/1986	--	QC	--	2752/2856
04/01/1980	\$17,400	--	--	2231/0644

BUILDINGS

No Data Found

Property Search

Brevard County Property Appraiser
Dana Bickley, CFA

Map Subject Property ☐ ☒ Open Map in New Window ☐

BCPAO ☐

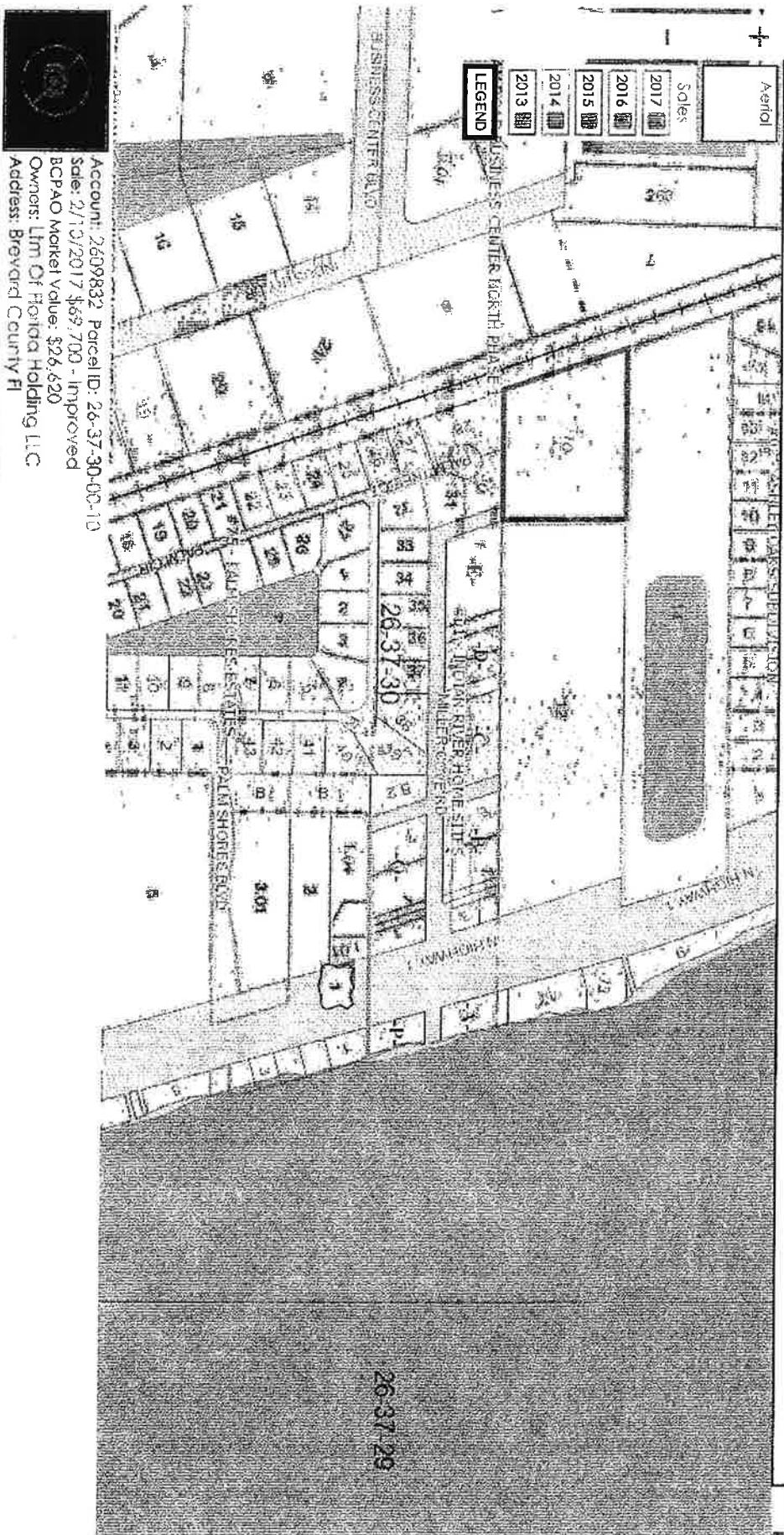
Picto ☐

Google ☐

Bing ☐

Search by Account Number (Ex: 1234567 - More search options available soon.)

Go!



Details | Zoom | Clear | Hide

Notice

INSTRUCTIONS (/Docs/misc/Instructions_MapSearch.pdf?20170405)

01-GWD.09-02/99

August 14, 2000

This instrument prepared by
ALICIA CREW

under the direction of
GEORGE S. LOVETT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720

PARCEL NO. 137.1R
SECTION 70020-2549
P.P. NO. 237550 1
STATE ROAD 5
COUNTY: BREVARD

PLEASE RETURN TO
FLA. DEPT OF TRANSPORTATION
R/W RECORDS MGM MSI-SS1
719 S. WOODLAND BOULEVARD
DELAND, FL 32720-6834
ATTN: M. BUSCHER



CFN:2001224279

10-16-2001 11:14 am

OR Book/Page: 4441 / 0189

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3

#Names: 4

Trust: 2.00

Rec: 13.00

Serv: 0.00

Mfg: 0.00

Excise: 0.00

Int Tax: 0.00

WARRANTY DEED

THIS WARRANTY DEED Made the 22 day of August, 2001, by
CORINNE K. RABENSTEINER, individually and as Trustee of the "Chiefet"
Revocable Trust, (ADDRESS PRINT/TYPE): 5240 N. HARBOR CITY BLVD,
PALM SHORES, FL 32940 grantor(s), to the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, grantee: (wherever used herein the terms "grantor" and
"grantee" include all the parties to this instrument and the heirs,
legal representatives and assigns of individuals and the successors, and
assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum
of \$1.00 and other valuable considerations, receipt and sufficiency
being hereby acknowledged, hereby grants, bargains, sells, aliens,
remises, releases, conveys and confirms unto the grantee, all that
certain land situate in Brevard County, Florida, viz:

PARCEL NO. 137

SECTION NO. 70020-2549

F.P. NO. 237550 1

THAT PART OF:

"Lots Three (3), Four (4), Five (5) and Six (6), Block A, except Highway
Right-of-Way, INDIAN RIVER HOME SITES, according to the plat thereof, as
recorded in Plat Book 3, Page 37, Public Records of Brevard County,
Florida."

(The above described parcel of land being those lands described and
recorded in Official Records Book 4088, Page 3541, Public Records of
Brevard County, Florida.)

DESCRIBED AS FOLLOWS:

From an old 4" X 4" coquina monument at the Southwest corner of Lot 4 of
the plat of HONEYBROOK PLANTATION, as recorded in Plat Book 9, Page 75,
Public Records of Brevard County, Florida, run North 89 degrees 39
minutes 08 seconds East 195.365 meters (640.96 feet) along the North
boundary of Lot 5 of said HONEYBROOK PLANTATION to a point on the
existing West right of way-line of State Road 5, said existing West
right of way line being parallel with and 18.898 meters (62.00 feet)
West of, when measured at right angles to, the centerline of survey for
said State Road 5 as shown on the Florida Department Transportation
Right of Way Map, Section 70020-2549; thence North 15 degrees 31 minutes
10 seconds West 184.303 meters (604.67 feet) along said existing West
right of way line to a point on the South boundary of that certain
parcel of land as described and recorded in Official Records Book 1573,
Page 355, Public Records of Brevard County, Florida for the POINT OF
BEGINNING; thence North 89 degrees 57 minutes 03 seconds West 38.541
meters (126.45 feet) along said South boundary to the Southwest corner
of Lot 6, Block "A" of INDIAN RIVER HOMESITES, as recorded in Plat Book

PARCEL NO. 137.1R
SECTION 70020-2549
F.P. NO. 237550 1
PAGE 2

3, Page 37, Public Records of Brevard County, Florida; thence North 18 degrees 54 minutes 22 seconds West 7.652 meters (25.10 feet) to the Northwest corner of said Lot 6; thence South 89 degrees 57 minutes 08 seconds East 18.769 meters (61.58 feet) along the North boundary of said Lot 6 to the beginning of a nontangent curve concave Southwesterly and having a radius of 2022.500 meters (6635.49 feet); thence from a tangent bearing of North 17 degrees 12 minutes 24 seconds West, run Northwesterly 22.778 meters (74.73 feet) along the arc of said curve with a chord bearing of North 17 degrees 31 minutes 46 seconds West through a central angle of 00 degrees 38 minutes 43 seconds to a point on the North boundary of Lot 3 of the aforesaid Block "A"; thence South 89 degrees 57 minutes 21 seconds East 21.069 meters (69.12 feet) along said North boundary to the aforesaid existing West right of way line; thence South 15 degrees 31 minutes 10 seconds East 30.054 meters (98.60 feet) along said West right of way line to the Point of Beginning.

CONTAINING: 728.6 Square meters (7,843 Square feet), more or less.

This legal description prepared
under the direction of:
Michael N. Crozier, PLS #3186
Jones, Wood & Gentry, Inc.
136 East Robinson Street
Orlando, Florida 32801



TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

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

Signed, sealed and delivered in
the presence of: (Two witnesses
required by Florida Law, PRINT/TYPE
NAME BELOW SIGNATURE)

Jack L. Kaara
JACK L. KAARA

LaShaune R. Chase
LaShaune R. Chase

Corinne K. Rabenstein
CORINNE K. RABENSTEINER,
Individually, and as Trustee
5240 N. Harbor City Blvd
P.O. Box 360334
Melbourne, FL 32936

PARCEL NO. 137.1R
SECTION 70020-2549
F.P. NO. 237550 1
PAGE 3

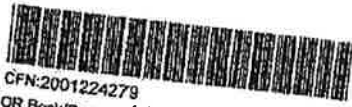
STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 22ND
day of AUGUST, 2001, by CORINNE K. RABENSTEIN
individually, and as Trustee, who is personally known to me or who has
produced A.O. R/S 2-111-19-821 as identification.


PRINT/TYPE NAME: ERROL REID
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: 5-26-2003
Serial No., if any: CC840779




CFN:2001224279
OR Book/Page: 4441 / 0191

ACQUISITION OF THIS LAND IS
NECESSARY FOR R/W PURPOSES
UNDER THREAT OF CONDEMNATION
PURSUANT TO SEC. 337, 27 F.S.

FL D.O.T.

RESOLUTION 2001 - 414

VACATING RIGHTS-OF-WAY IN PLAT OF INDIAN RIVER HOME SITES IN
SECTION 30, TOWNSHIP 26 SOUTH, RANGE 37 EAST

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **RALPH D. MILLER** with the Board of County Commissioners to vacate rights-of-way in Brevard County, Florida, described as follows:

That portion of Third Avenue and Fourth Avenue lying north of the north right-of-way line of Central Boulevard as shown in the **PLAT OF INDIAN RIVER HOME SITES** as recorded in Plat Book 3, Page 37, of the Public Records of Brevard County, Florida. Legal description prepared by AAL Land Surveying Services, Inc.

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement or public right-of-way.

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

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

THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that the rights-of-way are hereby vacated; and Brevard County renounces and disclaims any rights in and to said rights-of-way.

DONE, ORDERED AND ADOPTED, in regular session, this 4th day of December A.D., 2001.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


Truman Scarborough, Chairman

As approved by the Board on:
December 4, 2001



CFN:2001287857

OR Book/Page: 4494 / 1707

RETURN: Clerk to the Board #27

ATTEST

SCOTT ELLIS, CLERK

* ASSESSORS MAP *

SECTION: 30 TOWNSHIP: 26 South RANGE: 37 East DISTRICT: 4

STREET NAME or
SUBDIVISION INDIAN RIVER HOME SITES

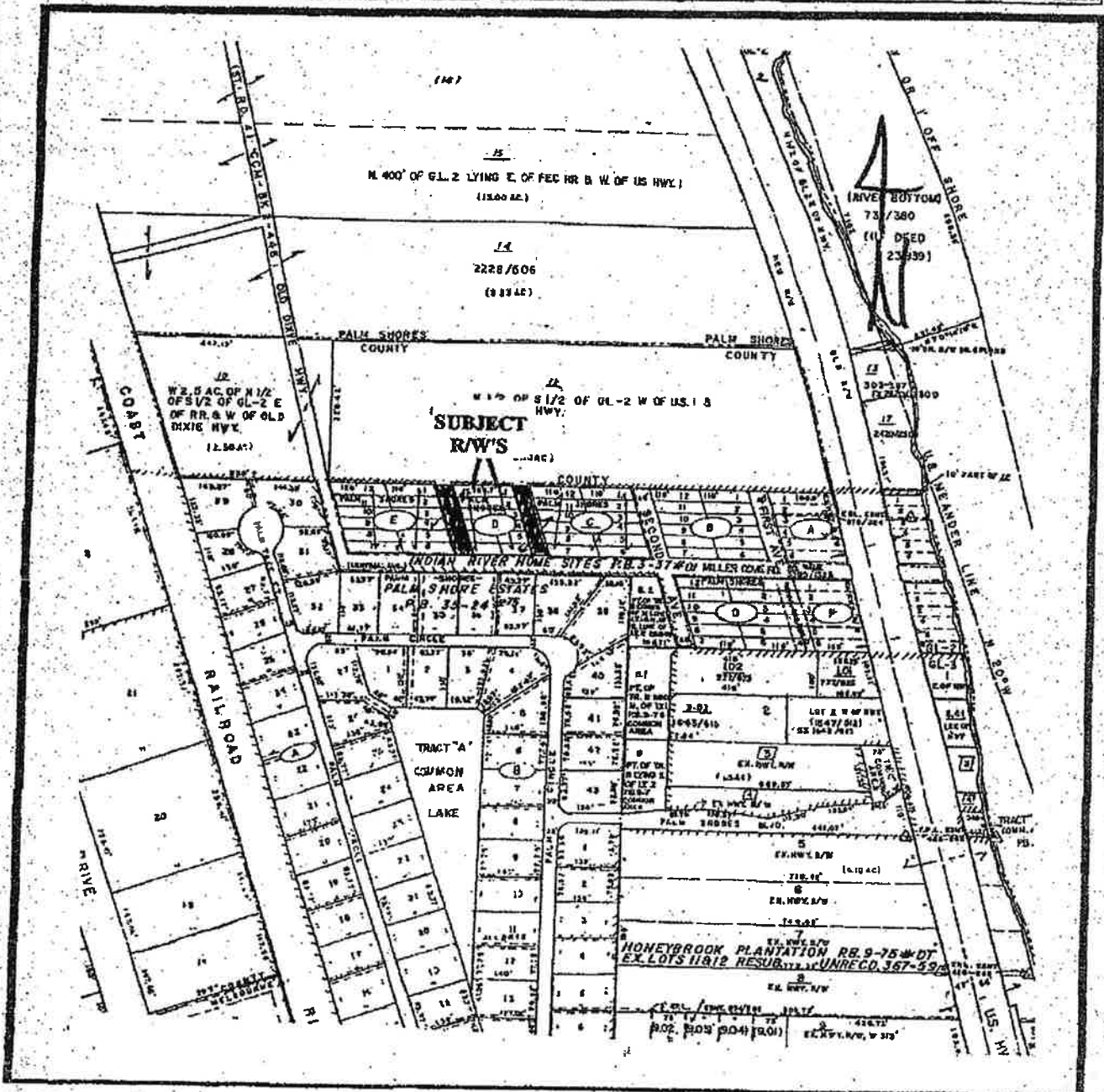
PETITIONER'S
NAME RALPH D. MILLER



CFN-2001287857

OR Book/Page: 4494 / 1708

RETURN: Clerk to the Board #27



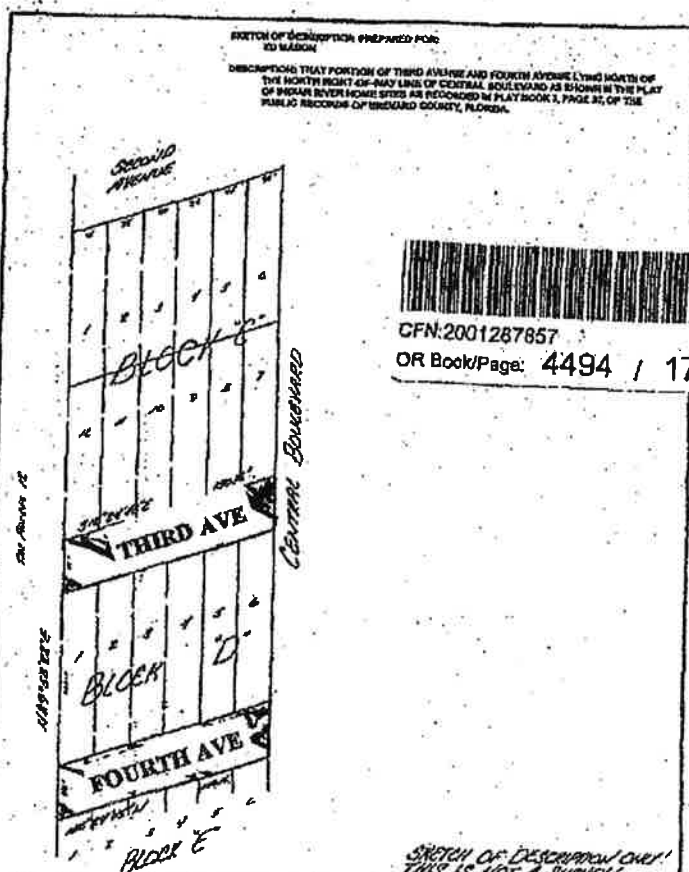
RETURN: Clerk to the Board #27

* SURVEY MAP *

SECTION: 30 TOWNSHIP: 26 South RANGE: 37 East DISTRICT: 4

STREET NAME OF
SUBDIVISION INDIAN RIVER HOME SITES

PETITIONER'S
NAME RALPH D. MILLER



CFN:2001287857

OR Book/Page: 4494 / 1709

SKETCH OF DESCRIPTION ONLY!
THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

DATE: 12/12/01	PROJECT: INDIAN RIVER HOME SITES
CLIENT: RALPH D. MILLER	ADDRESS: 1100 W. RIVERSIDE BLVD., SUITE 202, WEST MELBOURNE, FLORIDA 32901
PHONE: 888-6774-8	FAX: 888-6774-8
EMAIL: info@aal.com	WEBSITE: www.aal.com
AAL LAND SURVEYING SERVICES, INC. is a professional land surveying firm. We provide accurate and reliable surveying services to our clients. Our services include boundary surveys, subdivision surveys, and construction surveys. We are committed to providing the highest quality service to our clients.	



Published Daily

CO. VACATING OF 300 AVE & 4TH AVE
N. OF CENTRAL BLVD.



CFN:2001287857 12-28-2001 08:01 am
OR Book/Page: 4494 / 1706

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 5 ✓ #Names: 2
Trust: 3.00 Rec: 21.00 Serv: 0.00
Mtg: 0.00 Excise: 0.00
Int Tax: 0.00

STATE OF FLORIDA
COUNTY OF BREVARD

Before the undersigned authority personally appeared MAUREEN FARR who on
oath says that she is LEGAL ADVERTISING CLERK
of the FLORIDA TODAY, a newspaper published in Brevard County, Florida, that
the attached copy of advertising being a LEGAL NOTICE

(AD#769500-S103.25) the matter of

BREVARD COUNTY PUBLIC WORKS

in the Court

RE: RALPH D. MILLER

was published in the FLORIDA TODAY NEWSPAPER
in the issues of NOVEMBER 15, 2001

Affiant further says that the said FLORIDA TODAY NEWSPAPER
is a newspaper in said Brevard County, Florida, and that the said newspaper has
heretofore been continuously published in said Brevard County, Florida, regularly as
stated above, and has been entered as periodicals matter at the post office in
MELBOURNE in said Brevard County, Florida, for a period of one year next preceding
the first publication of the attached copy of advertisement; and affiant further says that
she has neither paid nor promised any person, firm or corporation any discount, rebate,
commission or refund for the purpose of securing this advertisement for publication in
said newspaper.

Maureen Farr
(Signature of Affiant)

Sworn to and subscribed before this this 15TH DAY OF NOVEMBER, 2001

OFFICIAL NOTARY SEAL
JODI L. KILPATRICK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD052028
MY COMMISSION EXPI. AUG. 21, 2005

Jodi L. Kilpatrick
(Signature of Notary Public)

JODI L. KILPATRICK
(Name of Notary Typed, Printed or Stamped)

Personally Known or Produced Identification

Type Identification Produced

AD#769500-11/15/2001

LEGAL NOTICE
LEGAL NOTICE TO VACATE
RIGHTS-OF-WAY IN INDIAN
RIVER HOME SITES IN SEC-
TION 24, TOWNSHIP 24
SOUTH, RANGE 12 EAST
NOTICE IS HEREBY GIVEN
that pursuant to Chapter
356.97, Florida Statutes, and
Chapter 218, Article I, Section
1, of the Brevard County Code,
the Board of County Commis-
sioners of Brevard County, Flor-
ida, is required to vacate the
following described property,
to wit:
That portion of Third Ave-
nue and Fourth Avenue ly-
ing north of the north-right-
of-way line of Coral Sea-
ward, as shown in the
PLAT OF INDIAN RIVER
HOME SITES as recorded
in the Book 3, Page 27, of
the Public Records of
Brevard County, Florida.
Legal description prepared
by AAL Land Surveying
Services, Inc.
The Board of County Com-
missioners will hold a public
hearing to determine the ad-
visability of such vacating of
the above-described rights-
of-way at 10:00 a.m. on De-
cember 4, 2001, at the Brevard
County Government Center
Board Room, Building C, 2725
Joseph E. Roy, Jamieson Way,
Viera, Florida, at which time
and place any interested
party may be heard before final action is
taken.
Pursuant to Section 286.015,
Florida Statutes, if a person
desires to appeal any deci-
sion made by the Board,
agency, or commission with
respect to the vacating of
the above-described rights-
of-way, the person must
file a written appeal with the
Board of County Commis-
sioners within 30 days of the
date of the decision. The
person seeking to preserve a
verbal transcript of the re-
cord must make those ar-
rangements at their own
expense.
The needs of hearing or visu-
ally impaired persons shall be
met if the department spon-
soring the meeting/hearing is
contacted at least 48 hours
prior to the public meeting/
hearing by any person wish-
ing assistance.

RETURN: Clerk to the Board #27

RETURN: Clerk to the Board #27



Published Daily



CFN:2001287857

OR Book/Page: 4494 / 1710

STATE OF FLORIDA
COUNTY OF BREVARD

Before the undersigned authority personally appeared MAUREEN FARR who on
oath says that she is LEGAL ADVERTISING CLERK
of the FLORIDA TODAY, a newspaper published in Brevard County, Florida; that
the attached copy of advertising being a LEGAL NOTICE

(AD#780640-\$56.00) the matter of

BREVARD COUNTY CLERK TO THE BOARD

in the _____ Court

RE: RALPH D. MILLER

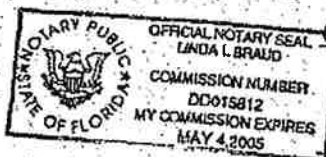
was published in the FLORIDA TODAY NEWSPAPER

in the issues of DECEMBER 13, 2001

Affiant further says that the said FLORIDA TODAY NEWSPAPER
is a newspaper in said Brevard County, Florida, and that the said newspaper has
heretofore been continuously published in said Brevard County, Florida, regularly as
stated above, and has been entered as periodicals matter at the post office in
MELBOURNE in said Brevard County, Florida, for a period of one year next preceding
the first publication of the attached copy of advertisement; and affiant further says that
she has neither paid nor promised any person, firm or corporation any discount, rebate,
commission or refund for the purpose of securing this advertisement for publication in
said newspaper.

Maureen Farr
(Signature of Affiant)

Sworn to and subscribed before this this 13TH DAY OF DECEMBER, 2001



Linda L. Braud
(Signature of Notary Public)

LINDA L. BRAUD
(Name of Notary Typed, Printed or Stamped)

Personally Known _____ or Produced Identification _____

Type Identification Produced _____

AD#780640-12/13/2001
LEGAL NOTICE
RESOLUTION - VACATING
RIGHTS OF WAY IN PLAT OF
INDIAN RIVER HOME SITES
IN SECTION 30
NOTICE IS HEREBY GIVEN
that on the 4th day of December,
2001, the Board of County
Commissioners of Brevard
County, Florida, by Resolution
vacating the following de-
scribed rights of way as
shown on the plat of
MILLER to be located in
the portion of Third Avenue
and Fourth Avenue lying north
of the north right-of-way line of
Capital Boulevard as shown in
the PLAT OF INDIAN RIVER
HOME SITES, as recorded in
Plat Book 25, Page 27 of the
Public Records of Brevard
County, Florida. Legal descrip-
tion prepared by AAL Land
Surveying Service, LLC.
The Board further authorized
and directed the Clerk of the
County to sign and seal this
order.
All persons take notice and go-
vern yourselves accordingly.
BY ORDER OF THE BOARD
OF COUNTY COMMISSIONERS
OF BREVARD COUNTY,
FLORIDA:
SCOTT ELLIS, CLERK
By Bernadette Talbot, Deputy
Clerk

RECEIVED

DEC 19 2001

Board of County Commissioners

*****ADDRESS & INFORMATION REQUEST FORM*****

(REQUEST SECTION)

(To be completed by Requestor)

DATE: _____

REQUESTOR: _____

COMPANY: _____

ADDRESS: _____

PHONE/FAX: _____

EMAIL: _____

COMMENTS: JOB # _____

IF REQUESTING ADDRESS (fill out Information below)

IF REQUESTING INFO. (provide address): _____

TAX ACCOUNT # _____ (Indicated on property tax bill)

LEGAL DESCRIPTION: Township _____ Range _____ Section _____

Subdivision Code _____ Block/Parcel _____ Lot _____

Note: A recorded deed may be necessary to obtain an address.

PLAT BOOK _____ PAGE _____ SUBDIVISION _____

PURPOSE: AT&T ☐ SFR ☐ IRRIG.PUMP ☐ ELECT ☐ SOIL TEST ☐ SEPTIC ☐

LIFT STATION ☐ UNPAVED ROAD ☐ OTHER _____

(agreement required)

NOTE: A certified metes & bounds survey is required for all parcel split-outs.

SURVEY PROVIDED: YES ☐ NO ☐ PLOT PLAN PROVIDED: YES ☐ NO ☐

(required for parcel split-outs) (required for corner lots)

NOTE: RECEIVING AN ADDRESS DOES NOT GUARANTEE A PROPERTY IS BUILDABLE OR THAT ANY PERMITS CAN BE ISSUED!

SUBMIT TO

address.assign@brevardfl.gov OR Fax: (321) 690-6842

E9-1-1 Administration/Address Assignment
2725 Judge Fran Jamieson Way, Bldg. A120
Viera, FL 32940

If you have any questions, our office may be reached at (321) 690-6846.

Address Assignment Response Section (Page 2) will be emailed or faxed once processed.

Page 1 of 2

Law Offices of
CANTWELL & GOLDMAN, P.A.

www.cfglawoffice.com

Bradly Roger Bettin, Sr.
William H. Cantwell, II^{1,2}
Mitchell S. Goldman
J. Wesley Howze
Matthew J. Monaghan
Nina V. Rawal
Kimberly Bonder Rezanka
Michael Sjaggerud³
Jay R. Thakkar

¹ Board Certified Construction Lawyer and
Board Certified Business Litigation Lawyer

² Also Member of West Virginia Bar

³ Also Member of District of Columbia
Bar, New York Bar, and Washington Bar

96 Willard Street, Suite # 302
Cocoa, FL 32922-7947
Telephone: (321) 639-1320
Facsimile: (321) 639-9950

474 N. Harbor City Blvd., Suite # 1
Melbourne, FL 32935
(by appointment only)

May 22, 2017

Via email: Eden.Bentley@brevardfl.gov

Ms. Eden Bentley
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamison Way, Bldg. C
Viera, FL 32940

RE: Address and Access – Miller Cove Road, Palm Shores

Dear Eden:

We represent LTM of Florida Holdings, LLC ("LTM") regarding the land development permits and related issues for the Property identified as Parcel Id. 26-37-30-00-10, located in Brevard County but adjacent to lands in the Town of Palm Shores. ***The Property Appraiser's information and map are enclosed.***

On April 28, 2017, Karl Bohne, the Town of Palm Shores' Attorney, sent you an email requesting the County Attorney's opinion on several matters related to the 1923 Indian River Homes Sites Plat, including whether the County had accepted the dedication of the roads in the Plat or whether the County believed the roads to be private roads. On May 1, 2017, my client and I met with you, John Denninghoff, Tad Caulkins, Cindy Thurman and several other County staff members to discuss my client's access to his Property by Miller Cove Road and Old Dixie Highway. You – understandably – believed the meeting was about the denial of an address assignment and had just received Mr. Bohne's lengthy email and attachments.

To date, we have heard nothing from the County in response to Mr. Bohne's email or our meeting of May 1st. LTM asserts that Miller Cove Road has been dedicated by the 1923 Plat, that the County accepted the dedication, and that LTM is entitled to access via Miller Cove Road and Old Dixie Highway. With this letter, we have provided additional information supporting these assertions.

As to the dedication, Mr. Bohne provided sufficient information to show the intent of the owner of the land that recorded the Plat, W. E. G. Harris, to dedicate the Plat to the County. As further evidence, we have all the deeds from Mr. Harris to subsequent owners that reference the Plat.

Mr. Harris left all the remaining property to his wife, Hettie Harris. We have copies of the probate of Mrs. Harris; the streets of Indian River Homes Sites Plat were not included in the Probate Estate.

I. Acceptance of the dedication of the 1923 Plat by Brevard County

Regarding the County's acceptance of the dedication, we provide the following facts which support acceptance. First, several properties along Miller Cove Road have been provided addresses on Miller Cove Road, including: 2360 Miller Cove Road (existing residence); 2340 Miller Cove Road (former plant nursery); and 2308 Miller Cove Road (cell tower and related structure). Additionally, there is a single-family residence on the south side of Miller Cove Road – accessible only by Miller Cove Road – with no assigned address, Parcel Id. 26-37-30-01-O-7.

Second, there are FPL power poles and lines, as well as AT&T fiber optic cable along and traversing Miller Cove Road. When FPL and AT&T were contacted about permits or easements, neither has permits or easements for their utilities. Both were told by the County that they could install the utilities on the County's right-of-way without permits. The Town of Palm Shores has no permits on file for the poles or cable, either. Furthermore, Waste Pro collects trash by way of Miller Cove Road, as evidenced by several green trash containers along Miller Cove Road. Right-of-ways for public road use include use for public utilities such as electric power poles. *See Nerbonne, N.V. v. Florida Power Corp.*, 692 So. 2d 929 (Fla. 5th DCA 1997).

Third, there is fifty feet (50') of paved road from U.S. 1 to the west, on what is known as Miller Cove Road. We are in the process of researching the as-builts and permits from 2003-2004 to determine who exactly paved this area and who has responsibility for its maintenance. FDOT does own a portion of this area, by virtue of a deed to it in 2001. ***A copy of the Deed is enclosed.***

Fourth, the County vacated Third Avenue and Fourth Avenue of the 1923 Plat, by Resolution 2001-414, filed in ORB 4494, Page 1707, Public Records of Brevard County. According to the Resolution, this was done pursuant to County Code Section 86-36, which states that the Board of County Commissioners "is hereby authorized and empowered to close, vacate and abandon any county road, right of way, alley way, place of travel or easement (of any type) or any portion thereof within its jurisdiction." While you indicated that the vacating was akin to a quit claim deed, we dispute that characterization as it contradicts the plain and clear language of the County Code. The County can only vacate that over which it has jurisdiction. ***A copy of the Resolution is enclosed.***

Acceptance of dedication may be implied from acts showing an intention to accept, including, among other things, use by the public or maintenance and improvement by proper authorities of part of the land dedicated. *Bonifay v. Dickson*, 459 So. 2d 1089, 1094 (Fla. 1st DCA 1089). Based upon the foregoing reasons and case law, we believe the acceptance is clear, unequivocal and with satisfactory proof of acceptance.

II. County-owned Miller Cove Road

Once ownership of Miller Cove Road is agreed upon, LTM has several challenges, as were discussed in far too much depth at our meeting of May 1, 2017. However, LTM requests consideration of several items.

First, an address must be assigned to LTM's Property, off of Old Dixie Highway. The Address Request Form (*copy enclosed*) does not appear to provide for any discretion and is a ministerial function. Moreover, the Form includes a bold disclaimer that "receiving an address does not guarantee a property is buildable or that any permits can be issued". LTM will be submitting this Form to address assignment today.

Second, LTM will be requesting waivers to the requirements of a 50' ROW, a full size paved roadway and sidewalks. As analyzed by Mr. Denninghoff, Miller Cove Road has insufficient width for all County Code requirements. There are many examples in the County of waivers of these requirements, including Sun Pointe Place, Morningside Drive and Furman Road. We understand from County staff there are many more examples.

Third, if the County is unwilling to work with LTM on these waivers, LTM will be requesting the County to pave the road under a proportionate share agreement per Sec. 163.3180, Fla. Stat. or a public-private partnership agreement under Sec. 255.065, Fla. Stat. LTM has been prepared to pave the roadway at its sole cost, but anticipated that the County would be enthusiastic about the improvement; enthusiasm appeared lacking at the May 1, 2017 meeting.

Fourth, Old Dixie Highway will also need to be improved as Miller Cove Road terminates into Old Dixie. Please confirm that the County agrees that the portion of Old Dixie Highway, from Miller Cove Road/Central Boulevard, is a county-owned road.

Fifth, LTM will need to apply for a permit, or obtain a waiver from a permit, to clear both Miller Cove Road and Old Dixie Highway. There are palm trees and other trees in the road right-of-way of both roads. A clearing permit will allow LTM to remove the remaining trees from the right-of-ways of Miller Cove Road and Old Dixie Highway.

III. Moving Forward

LTM needs to move forward on its project. It has a pending comprehensive plan amendment and rezoning scheduled before P & Z in July. Despite the contentions of Palm Shores' Mayor, LTM's neighbors are not opposed to the roadway or the use of LTM's Property as proposed. *The rendering of the proposed use is enclosed.* The Mayor's letter to the County opposing the rezoning will be addressed in more detail, but this is not the proper place to do so.

On behalf of LTM, we request a status update on these matters. Thank you for your assistance. We look forward to hearing from you in the near future.

Sincerely,



Kimberly Bonder Rezanka

KBR/bms
enclosures

cc: John Denninghoff
Commissioner Curt Smith
Cindy Thurman
Karl Bohne, Esq.



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account	2609832
Owners	Ltm Of Florida Holding LLC
Mailing Address	4113 Quando Dr Belle Isle FL 32812
Site Address	Brevard County Fl
Parcel ID	26-37-30-00-10
Property Use	8060 - State Owned Land - Vacant
Exemptions	EXSF - State Owned
Taxing District	4200 - Unincorp District 4
Total Acres	2.42
Subdivision	N/A
Site Code	0001 - No Other Code Appl.
Plat Book/Page	N/A
Land Description	W 2.5 Ac Of N 1/2 Of S 1/2 Of Lot 2 E Of Rr & W Of St Rd

VALUE SUMMARY

Category	2016	2015	2014
Total Market Value	\$26,620	\$26,620	\$26,620
Agricultural Market Value	\$0	\$0	\$0
Assessed Value Non-School	\$26,620	\$26,620	\$26,620
Assessed Value School	\$26,620	\$26,620	\$26,620
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$26,620	\$26,620	\$26,620
Taxable Value Non-School	\$0	\$0	\$0
Taxable Value School	\$0	\$0	\$0

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
02/10/2017	\$69,700	QC	Improved	7824/2863
06/27/2001	--	WD	Vacant	4375/0562
01/29/2001	--	QC	Vacant	4285/4017
12/01/1988	\$50,000	WD	--	2971/2409
12/01/1986	--	QC	--	2752/2856
04/01/1980	\$17,400	--	--	2231/0644

BUILDINGS

No Data Found

Property Search

Brevard County Property Appraiser
Dana Bickley, CFA

Map Subject Property Open Map in New Window

BCPAO

Picto

Google

Bing

Search by Account Number (Ex: 1234567 - More search options available soon.)

Go!

Aerial

Sat

2017

2016

2015

2014

2013

LEGEND

26-37-29

Account: 2609832 ParcelID: 26-37-30-00-10
Sale: 2/10/2017 \$69,700 - Improved
BCPAO Market Value: \$26,620
Owner: Ltm Of Florida Holding LLC
Address: Brevard County FL

Details | Zoom | Clear | Hide

Notice

INSTRUCTIONS (/Docs/misc/Instructions_MapSearch.pdf?20170405)

01-GWD.09-02/99

August 14, 2000

This instrument prepared by
ALICIA CREW

under the direction of
GEORGE S. LOVETT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720

PARCEL NO. 137.1R
SECTION 70020-2549
P.P. NO. 237550 1
STATE ROAD 5
COUNTY: BREVARD

PLEASE RETURN TO
FLA. DEPT OF TRANSPORTATION
R/W RECORDS MGM MSI-S51
719 S. WOODLAND BOULEVARD
DELAND, FL 32720-6834
ATTN: M. BUSCHER

CFN:2001224279 10-16-2001 11:14 am
OR Book/Page: 4441 / 0189

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 4
Trust: 2.00 Rec: 13.00 Serv: 0.00
Mtg: 0.00 Excise: 0.00
Int Tax: 0.00

WARRANTY DEED

THIS WARRANTY DEED Made the 22 day of August, 2001, by
CORINNE K. RABENSTEINER, individually and as Trustee of the "Chiefet"
Revocable Trust, (ADDRESS PRINT/TYPE): 5240 N. HARBOR CITY BLVD,
PALM SHORES, FL 32940 grantor(s), to the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, grantee: (wherever used herein the terms "grantor" and
"grantee" include all the parties to this instrument and the heirs,
legal representatives and assigns of individuals and the successors, and
assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum
of \$1.00 and other valuable considerations, receipt and sufficiency
being hereby acknowledged, hereby grants, bargains, sells, aliens,
remises, releases, conveys and confirms unto the grantee, all that
certain land situate in Brevard County, Florida, viz:

PARCEL NO. 137

SECTION NO. 70020-2549
F.P. NO. 237550 1

THAT PART OF:

"Lots Three (3), Four (4), Five (5) and Six (6), Block A, except Highway
Right-of-Way, INDIAN RIVER HOME SITES, according to the plat thereof, as
recorded in Plat Book 3, Page 37, Public Records of Brevard County,
Florida."

(The above described parcel of land being those lands described and
recorded in Official Records Book 4088, Page 3541, Public Records of
Brevard County, Florida.)

DESCRIBED AS FOLLOWS:

From an old 4" X 4" coquina monument at the Southwest corner of Lot 4 of
the plat of HONEYBROOK PLANTATION, as recorded in Plat Book 9, Page 75,
Public Records of Brevard County, Florida, run North 89 degrees 39
minutes 08 seconds East 195.365 meters (640.96 feet) along the North
boundary of Lot 5 of said HONEYBROOK PLANTATION to a point on the
existing West right of way-line of State Road 5, said existing West
right of way line being parallel with and 18.898 meters (62.00 feet)
West of, when measured at right angles to, the centerline of survey for
said State Road 5 as shown on the Florida Department Transportation
Right of Way Map, Section 70020-2549; thence North 15 degrees 31 minutes
10 seconds West 184.303 meters (604.67 feet) along said existing West
right of way line to a point on the South boundary of that certain
parcel of land as described and recorded in Official Records Book 1573,
Page 355, Public Records of Brevard County, Florida for the POINT OF
BEGINNING; thence North 89 degrees 57 minutes 03 seconds West 38.541
meters (126.45 feet) along said South boundary to the Southwest corner
of Lot 6, Block "A" of INDIAN RIVER HOMESITES, as recorded in Plat Book

PARCEL NO. 137.1R
SECTION 70020-2549
F.P. NO. 237550 1
PAGE 2

3, Page 37, Public Records of Brevard County, Florida; thence North 18 degrees 54 minutes 22 seconds West 7.652 meters (25.10 feet) to the Northwest corner of said Lot 6; thence South 89 degrees 57 minutes 08 seconds East 18.769 meters (61.58 feet) along the North boundary of said Lot 6 to the beginning of a nontangent curve concave Southwesterly and having a radius of 2022.500 meters (6635.49 feet); thence from a tangent bearing of North 17 degrees 12 minutes 24 seconds West, run Northwesterly 22.778 meters (74.73 feet) along the arc of said curve with a chord bearing of North 17 degrees 31 minutes 46 seconds West through a central angle of 00 degrees 38 minutes 43 seconds to a point on the North boundary of Lot 3 of the aforesaid Block "A"; thence South 89 degrees 57 minutes 21 seconds East 21.069 meters (69.12 feet) along said North boundary to the aforesaid existing West right of way line; thence South 15 degrees 31 minutes 10 seconds East 30.054 meters (98.60 feet) along said West right of way line to the Point of Beginning.

CONTAINING: 728.6 Square meters (7,843 Square feet), more or less.

This legal description prepared
under the direction of:
Michael N. Crozier, PLS #3186
Jones, Wood & Gentry, Inc.
136 East Robinson Street
Orlando, Florida 32801



TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

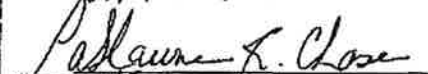
TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

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

Signed, sealed and delivered in
the presence of: (Two witnesses
required by Florida Law, PRINT/TYPE
NAME BELOW SIGNATURE)


JACK L. KANA A


LaShaune R. Chase

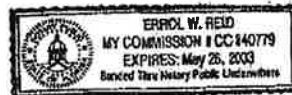

CORINNE K. RABENSTEINER,
Individually, and as Trustee
5246 N. Harbor City Blvd
P.O. Box 360334
Melbourne, FL 32936

PARCEL NO. 137.1R
SECTION 70020-2549
F.P. NO. 237550 1
PAGE 3

STATE OF FLORIDA
COUNTY OF DELADE

The foregoing instrument was acknowledged before me this 22ND
day of AUGUST, 2001, by CORINNE K. RABENSTEIN,
individually, and as Trustee, who is personally known to me or who has
produced A.D. R 52-111-19-821 as identification.

Errol Reid
PRINT/TYPE NAME: ERROL REID
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: 5-26-2003
Serial No., if any: CC840779



ACQUISITION OF THIS LAND IS
NECESSARY FOR R/W PURPOSES
UNDER THREAT OF CONDEMNATION
PURSUANT TO SEC. 337, 27 F.S.

L. D.O.T.

RESOLUTION 2001 - 414

VACATING RIGHTS-OF-WAY IN PLAT OF INDIAN RIVER HOME SITES IN
SECTION 30, TOWNSHIP 26 SOUTH, RANGE 37 EAST

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **RALPH D. MILLER** with the Board of County Commissioners to vacate rights-of-way in Brevard County, Florida, described as follows:

That portion of Third Avenue and Fourth Avenue lying north of the north right-of-way line of Central Boulevard as shown in the **PLAT OF INDIAN RIVER HOME SITES** as recorded in Plat Book 3, Page 37, of the Public Records of Brevard County, Florida. Legal description prepared by AAL Land Surveying Services, Inc.

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement or public right-of-way.

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

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

THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that the rights-of-way are hereby vacated; and Brevard County renounces and disclaims any rights in and to said rights-of-way.

DONE, ORDERED AND ADOPTED, in regular session, this 4th day of December A.D., 2001.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Truman Scarborough, Chairman

As approved by the Board on:
December 4, 2001



CFN:2001287857

OR Book/Page: 4494 / 1707

RETURN: Clerk to the Board #27

ATTEST
SCOTT ELLIS, CLERK

* ASSESSORS MAP *

SECTION: 30 TOWNSHIP: 26 South RANGE: 37 East DISTRICT: 4

STREET NAME or
SUBDIVISION

INDIAN RIVER HOME SITES



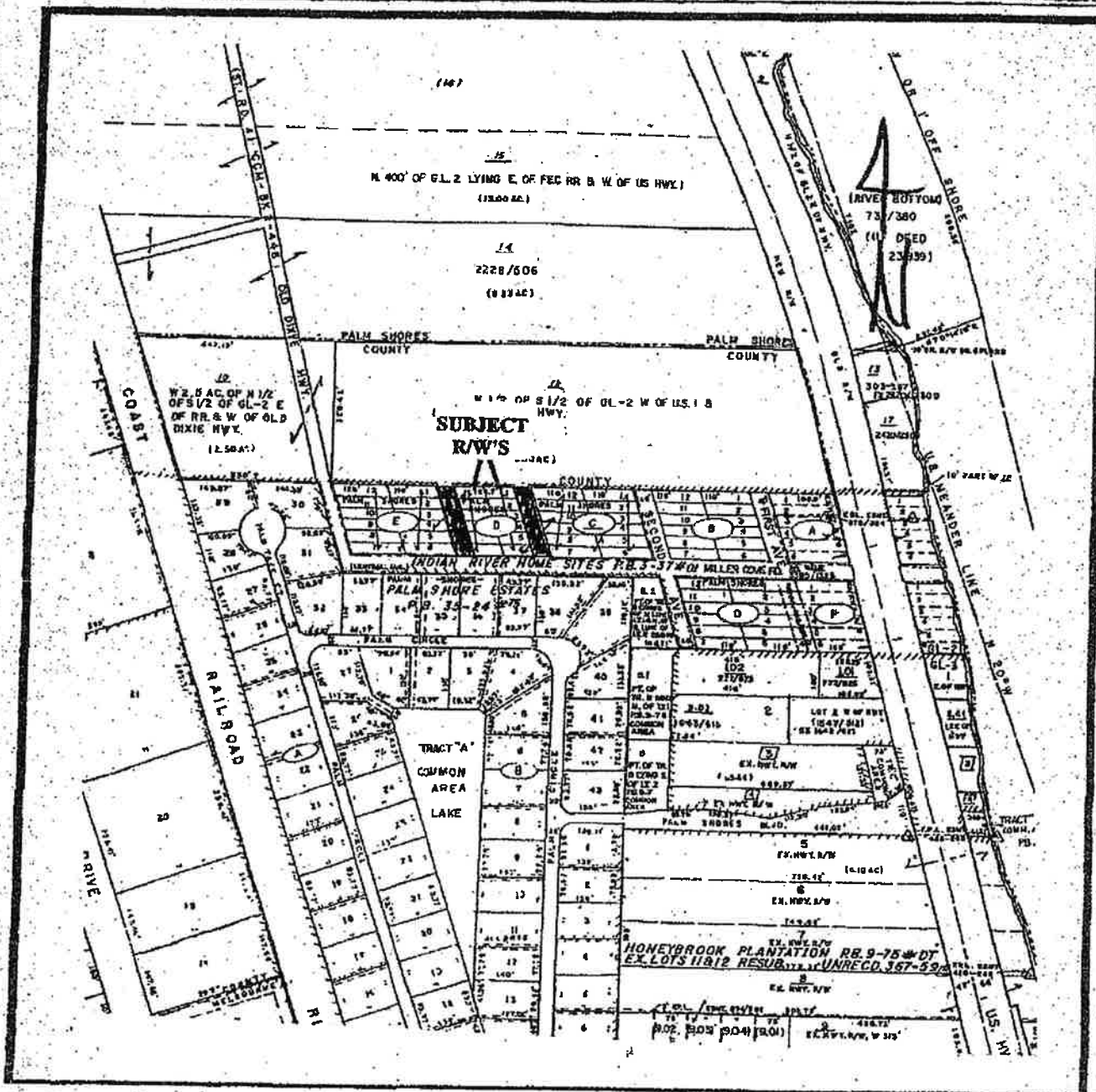
PETITIONER'S
NAME

RALPH D. MILLER

CFN:2001287857

OR Book/Page: 4494 / 1708

RETURN: Clerk to the Board #27



RETURN: Clerk to the Board #27

3 of 3



Published Daily

CO. VACATING OF 3RD AVE & 4TH AVE
N. OF CENTRAL BLVD.



CFN:2001287857 12-28-2001 08:01 am
OR Book/Page: 4494 / 1706

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 5 #Names: 2
Trust: 3.00 Rec: 21.00 Serv: 0.00
Mfg: 0.00 Excise: 0.00
Int Tax: 0.00

STATE OF FLORIDA
COUNTY OF BREVARD

Before the undersigned authority personally appeared MAUREEN FARR who on
oath says that she is LEGAL ADVERTISING CLERK
of the FLORIDA TODAY, a newspaper published in Brevard County, Florida; that
the attached copy of advertising being a LEGAL NOTICE

(AD#769500-\$103.25) the matter of

BREVARD COUNTY PUBLIC WORKS

in the Court

RE: RALPH D. MILLER

was published in the FLORIDA TODAY NEWSPAPER

in the issues of NOVEMBER 15, 2001

Affiant further says that the said FLORIDA TODAY NEWSPAPER
is a newspaper in said Brevard County, Florida, and that the said newspaper has
heretofore been continuously published in said Brevard County, Florida, regularly as
stated above, and has been entered as periodicals matter at the post office in
MELBOURNE in said Brevard County, Florida, for a period of one year next preceding
the first publication of the attached copy of advertisement; and affiant further says that
she has neither paid nor promised any person, firm or corporation any discount, rebate,
commission or refund for the purpose of securing this advertisement for publication in
said newspaper.

Maureen Farr
(Signature of Affiant)

Sworn to and subscribed before this this 15TH DAY OF NOVEMBER, 2001

OFFICIAL NOTARY SEAL
JODI L. KILPATRICK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD052028
MY COMMISSION EXPI. AUG. 21, 2005

Jodi L. Kilpatrick
(Signature of Notary Public)

JODI L. KILPATRICK
(Name of Notary Typed, Printed or Stamped)

Personally Known or Produced Identification

Type Identification Produced

AD#769500-11/15/2001

LEGAL NOTICE
LEGAL NOTICE TO VACATE
RIGHTS-OF-WAY IN MIDIAN
RIVER HOME SITES IN SEC-
TION 34, TOWNSHIP 24
SOUTH, RANGE 37 EAST

NOTICE IS HEREBY GIVEN
that pursuant to Chapter
336.09, Florida Statutes and
Chapter 218, Florida Statutes,
the Board of County Commis-
sioners of Brevard County, Fl-
orida, is requesting the vacat-
ing of the following described property,
to wit:

That portion of Third Ave-
nue and Fourth Avenue ly-
ing north of the north-right-
of-way line of Central Bou-
levard, as shown in the
DEED OF JUDICIAL ORDER
HOMES SITES IN VACATED
IN Public Book 3, Page 27, of
the Public Records of
Brevard County, Florida.
A legal description prepared
by AAL, Land Surveying
Services, Inc.

The Board of County Com-
missioners will hold a public
hearing to determine the ad-
visability of such vacating of
the above-described rights-
of-way at 2:00 p.m. on De-
cember 4, 2001, at the Brevard
County Government Center
Board Room, 2725
Julie Road, Seaside Way,
Viera, Florida, at which time
and place all those who are
adversely affected by or
opposed to the same may be
heard before final action is
taken.

Pursuant to Section 218.015,
Florida Statutes, if a person
desires to appeal any deci-
sion made by the board,
agency or commission with
jurisdiction over the subject
of the proposed action, he or
she must file a written notice
of appeal with the board,
agency or commission, for
which purpose the board may
require the filing of a verbi-
mal record of the proceedings
in which the board, agency or
commission has taken action.

Persons seeking to preserve a
verbal transcript of the re-
cord must make those ar-
rangements at their own
expense.
The needs of hearing or visu-
ally impaired persons shall be
met if the department spon-
soring the meeting/hearing is
contacted at least 48 hours
prior to the public hearing/
hearing by any person wish-
ing assistance.

RETURN: Clerk to the Board #27



Published Daily



CFN:2001287857

OR Book/Page: 4494 / 1710

STATE OF FLORIDA
COUNTY OF BREVARD

Before the undersigned authority personally appeared MAUREEN FARR who on oath says that she is LEGAL ADVERTISING CLERK of the FLORIDA TODAY, a newspaper published in Brevard County, Florida; that the attached copy of advertising being a LEGAL NOTICE

(AD#780640-\$56.00) the matter of

BREVARD COUNTY CLERK TO THE BOARD

in the _____ Court

RE: RALPH D. MILLER

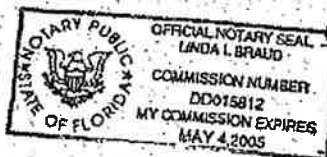
was published in the FLORIDA TODAY NEWSPAPER

in the issues of DECEMBER 13, 2001

Affiant further says that the said FLORIDA TODAY NEWSPAPER is a newspaper in said Brevard County, Florida, and that the said newspaper has heretofore been continuously published in said Brevard County, Florida, regularly as stated above, and has been entered as periodicals matter at the post office in MELBOURNE in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Maureen Farr
(Signature of Affiant)

Sworn to and subscribed before this this 13TH DAY OF DECEMBER, 2001



Linda L. Braud
(Signature of Notary Public)

LINDA L. BRAUD
(Name of Notary Typed, Printed or Stamped)

Personally Known _____ or Produced Identification _____

Type Identification Produced _____

AD#780640-12/13/2001
LEGAL NOTICE
RESOLUTION VACATING
RIGHTS-OF-WAY IN PLAT OF
INDIAN RIVER HOME SITES
IN SECTION 20
NOTICE IS HEREBY GIVEN
that on the 4th day of December,
2001, the Board of County
Commissioners of Brevard
County, Florida, adopted Resolution
vacating the following described
portion of Third Avenue
situated in the PLAT OF INDIAN RIVER
HOME SITES, as recorded in
Public Records of Brevard
County, Florida, Legal Description
Book (Prepared by AAL Land
Surveying Services, Inc.)
The Board further announced
and declared its intent of the
County in order to sell rights-of-
way.
All persons take notice and govern
themselves accordingly.
BY ORDER OF THE BOARD
OF COUNTY COMMISSIONERS
OF BREVARD COUNTY,
FLORIDA:
SCOTT ELLIS, CLERK
By: Bernadette Talbert, Deputy
Clerk

RECEIVED

DEC 19 2001

Board of County Commissioners

***** ADDRESS & INFORMATION REQUEST FORM *****

(REQUEST SECTION)

(To be completed by Requestor)

DATE: _____

REQUESTOR: _____

COMPANY: _____

ADDRESS: _____

PHONE/FAX: _____

EMAIL: _____

COMMENTS: JOB # _____

IF REQUESTING ADDRESS (fill out information below)

IF REQUESTING INFO. (provide address): _____

TAX ACCOUNT # _____ (Indicated on property tax bill)

LEGAL DESCRIPTION: Township _____ Range _____ Section _____

Subdivision Code _____ Block/Parcel _____ Lot _____

Note: A recorded deed may be necessary to obtain an address.

PLAT BOOK _____ PAGE _____ SUBDIVISION _____

PURPOSE: AT&T ☐ SFR ☐ IRRIG.PUMP ☐ ELECT ☐ SOIL TEST ☐ SEPTIC ☐

LIFT STATION ☐ UNPAVED ROAD ☐ OTHER _____

(agreement required)

NOTE: A certified metes & bounds survey is required for all parcel split-outs.

SURVEY PROVIDED: YES ☐ NO ☐ PLOT PLAN PROVIDED: YES ☐ NO ☐

(required for parcel split-outs) (required for corner lots)

NOTE: RECEIVING AN ADDRESS DOES NOT GUARANTEE A PROPERTY IS BUILDABLE OR THAT ANY PERMITS CAN BE ISSUED!

SUBMIT TO

address.assign@brevardfl.gov OR Fax: (321) 690-6842

E9-1-1 Administration/Address Assignment
2725 Judge Fran Jamieson Way, Bldg. A120
Viera, FL 32940

If you have any questions, our office may be reached at (321) 690-6846.

Address Assignment Response Section (Page 2) will be emailed or faxed once processed.

Page 1 of 2



BOARD OF COUNTY COMMISSIONERS

County Attorney's Office
2725 Judge Fran Jamieson Way
Building C, Room 308
Viera, Florida 32940

To: John Denninghoff, Assistant County Manager

CC: Tad Calkins, Planning and Development Director
Andrew Holmes, Public Works Director

From:  Eden Bentley, Deputy County Attorney

Through: Scott Knox, County Attorney 

Subj.: LTM of Florida Holdings, LLC request to accept plat Item VI F (2)

Date: October 20, 2017

Question 1. Can the County accept the 1923 plat as requested?

Short Answer: Probably not due to jurisdictional issues involving the Town of Palm Shores.

Question 2. Is the area known as Miller Cove "road" owned and maintained by the County?

Short Answer: No. Case law indicates the actions listed by the applicant are not deemed to be acceptance of ownership and maintenance by the County.

Question 3. This question was not specifically presented by the agenda item, but is a logical question for the Board. Can the road areas alone be accepted by the County at this time?

Short Answer: There are numerous title issues in this area and at least one person has received a deed to a portion of the area referred to as Miller Cove Road. Questions regarding the exact location of improvements have also arisen which may create claims due to occupation as well as claims via deeds.

Recommendation: Request that the applicant provide a survey and appropriate title work for the area in question before proceeding further.



Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700

<https://www.bcpao.us>

Account 2609832
Owners Ltm Of Florida Holding LLC
Mailing Address 4113 Quando Dr Belle Isle FL 32812
Site Address Not Assigned
Parcel ID 26-37-30-00-10
Property Use 8060 - State Owned Land - Vacant
Exemptions EXSF - State Owned
Taxing District 4200 - Unincorp District 4
Total Acres 2.42
Subdivision N/A
Site Code 0001 - No Other Code Appl.
Plat Book/Page N/A
Land Description W 2.5 Ac Of N 1/2 Of S 1/2 Of Lot 2 E Of Rr & W Of St Rd

VALUE SUMMARY

Category	2016	2015	2014
Total Market Value	\$26,620	\$26,620	\$26,620
Agricultural Market Value	\$0	\$0	\$0
Assessed Value Non-School	\$26,620	\$26,620	\$26,620
Assessed Value School	\$26,620	\$26,620	\$26,620
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$26,620	\$26,620	\$26,620
Taxable Value Non-School	\$0	\$0	\$0
Taxable Value School	\$0	\$0	\$0

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
02/10/2017	\$69,700	QC	Improved	7824/2863
06/27/2001	--	WD	Vacant	4375/0562
01/29/2001	--	QC	Vacant	4285/4017
12/01/1988	\$50,000	WD	--	2971/2409
12/01/1986	--	QC	--	2752/2856
04/01/1980	\$17,400	--	--	2231/0644

BUILDINGS

No Data Found

Property Search

Brevard County Property Appraiser
Dana Bickley, CFA

Map Subject Property () () Open Map in New Window ()

BCPAO ()

Picto ()

Google ()

Bing ()

Search by Account Number (Ex. 1234567 - More search options available soon.)



Select



LEGEND



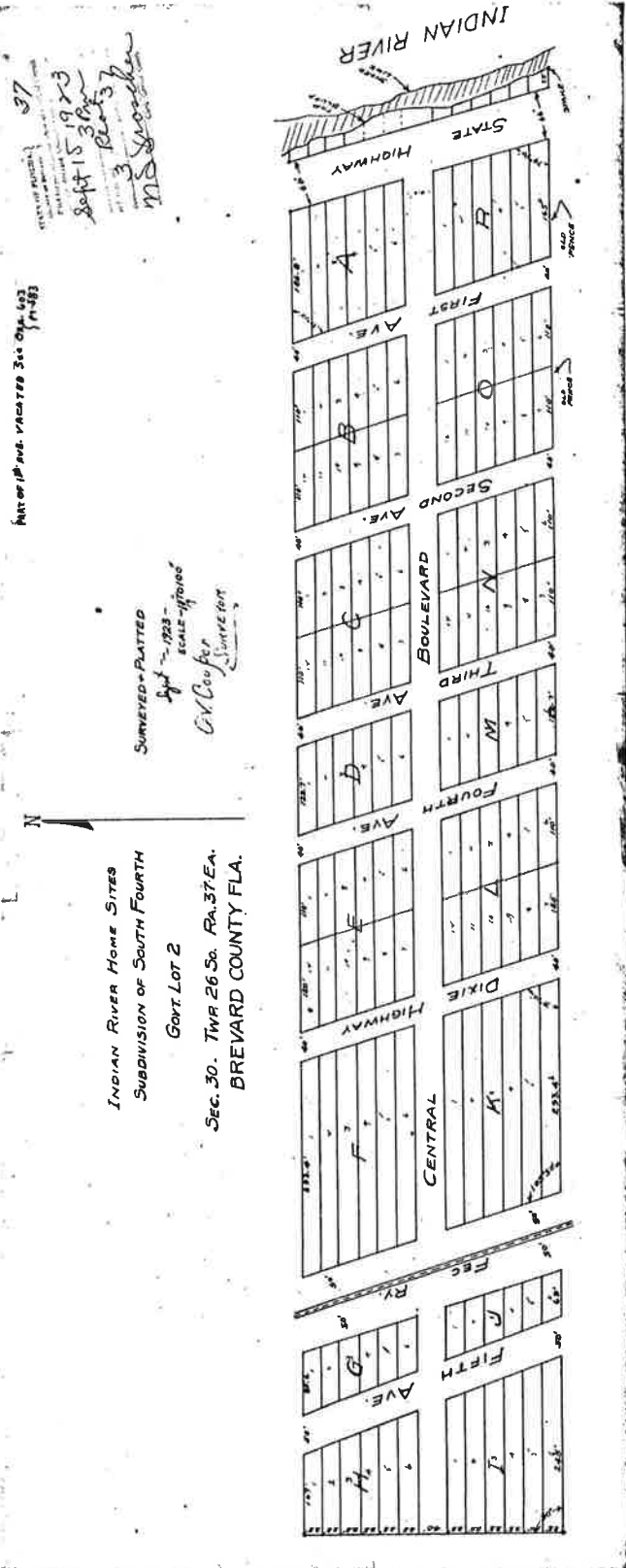
Account: 2609832 Parcel ID: 26-37-30-00-10
Sale: 2/10/2017 \$69,703 - Improved
BCPAO Market Value: \$26,620
Owners: Lim Of Florida Holding LLC
Address: Not Assigned



Details | Zoom | Clear | Hide

Notice

INSTRUCTIONS (/Docs/misc/Instructions_MapSearch.pdf#20170405)





Looking West on Miller Cove Road



Looking East on Miller Cove Road



Looking North on Old Dixie Highway



Looking south on Old Dixie Highway

Brevard County Property Appraiser



M.E.C.
CONTRACTORS ■ ENGINEERS
Mid-Florida Engineering Consultants dba

August 17, 2017

Kimberly Bonder Rezanka, Esq.
Cantwell and Goldman PA
96 Willard Street, Suite 302
Cocoa, FL 32922

Re: Miller Cove Road, Brevard County, FL Road Construction Feasibility

Dear Mrs. Rezanka,

M.E.C. has reviewed the standard details for paved and unpaved roads per the Brevard County "Official Land Development Exhibits". M.E.C. believes that a county road can be constructed in the ~800 linear feet of the Miller Cove Road Right-of-Way and ~160 linear feet of adjacent Old Dixie Highway contingent upon approval of the following:

- Variance/waiver to allow for a 40 foot wide Right-of-way in lieu of a 50 foot Right-of-Way.
- Variance/waiver to allow emergency vehicles to turnaround on site in lieu of constructing a Cul-De-Sac or Tee Turnaround within the Right-of-way.
- Variance/waiver to allow exemption from construction of roadside sidewalks.
- Variance/waiver to allow exemption from construction of roadside curbs.

M.E.C. has reviewed the FDOT as-built drawing this area mentioned above. This review has confirmed that there is a 50 foot by 50 foot road entrance with associated drainage structures that can be used to connect to the new proposed Miller Cove Road.

Please feel free to contact me with any questions. Thank you in advance.

Sincerely,



Gary Neal P.E.
Engineer
garyn@meconstruction.com

Law Offices of
CANTWELL & GOLDMAN, P.A.

www.cfglawoffice.com

Bradly Roger Bettin, Sr.
William H. Cantwell, II^{1,2}
Mitchell S. Goldman
J. Wesley Howze
Matthew J. Monaghan
Nina V. Rawal
Kimberly Bonder Rezanka
Michael Sjuggerud³
Jay R. Thakkar

¹ Board Certified Construction Lawyer and
Board Certified Business Litigation Lawyer

² Also Member of West Virginia Bar

³ Also Member of District of Columbia
Bar, New York Bar, and Washington Bar

96 Willard Street, Suite # 302
Cocoa, FL 32922-7947
Telephone: (321) 639-1320
Facsimile: (321) 639-9950

474 N. Harbor City Blvd., Suite # 1
Melbourne, FL 32935
(by appointment only)

May 22, 2017

Via email: Eden.Bentley@brevardfl.gov

Ms. Eden Bentley
Assistant County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamison Way, Bldg. C
Viera, FL 32940

RE: Address and Access – Miller Cove Road, Palm Shores

Dear Eden:

We represent LTM of Florida Holdings, LLC ("LTM") regarding the land development permits and related issues for the Property identified as Parcel Id. 26-37-30-00-10, located in Brevard County but adjacent to lands in the Town of Palm Shores. ***The Property Appraiser's information and map are enclosed.***

On April 28, 2017, Karl Bohne, the Town of Palm Shores' Attorney, sent you an email requesting the County Attorney's opinion on several matters related to the 1923 Indian River Homes Sites Plat, including whether the County had accepted the dedication of the roads in the Plat or whether the County believed the roads to be private roads. On May 1, 2017, my client and I met with you, John Denninghoff, Tad Caulkins, Cindy Thurman and several other County staff members to discuss my client's access to his Property by Miller Cove Road and Old Dixie Highway. You – understandably – believed the meeting was about the denial of an address assignment and had just received Mr. Bohne's lengthy email and attachments.

To date, we have heard nothing from the County in response to Mr. Bohne's email or our meeting of May 1st. LTM asserts that Miller Cove Road has been dedicated by the 1923 Plat, that the County accepted the dedication, and that LTM is entitled to access via Miller Cove Road and Old Dixie Highway. With this letter, we have provided additional information supporting these assertions.

As to the dedication, Mr. Bohne provided sufficient information to show the intent of the owner of the land that recorded the Plat, W. E. G. Harris, to dedicate the Plat to the County. As further evidence, we have all the deeds from Mr. Harris to subsequent owners that reference the Plat.

Mr. Harris left all the remaining property to his wife, Hettie Harris. We have copies of the probate of Mrs. Harris; the streets of Indian River Homes Sites Plat were not included in the Probate Estate.

I. Acceptance of the dedication of the 1923 Plat by Brevard County

Regarding the County's acceptance of the dedication, we provide the following facts which support acceptance. First, several properties along Miller Cove Road have been provided addresses on Miller Cove Road, including: 2360 Miller Cove Road (existing residence); 2340 Miller Cove Road (former plant nursery); and 2308 Miller Cove Road (cell tower and related structure). Additionally, there is a single-family residence on the south side of Miller Cove Road – accessible only by Miller Cove Road – with no assigned address, Parcel Id. 26-37-30-01-O-7.

Second, there are FPL power poles and lines, as well as AT&T fiber optic cable along and traversing Miller Cove Road. When FPL and AT&T were contacted about permits or easements, neither has permits or easements for their utilities. Both were told by the County that they could install the utilities on the County's right-of-way without permits. The Town of Palm Shores has no permits on file for the poles or cable, either. Furthermore, Waste Pro collects trash by way of Miller Cove Road, as evidenced by several green trash containers along Miller Cove Road. Right-of-ways for public road use include use for public utilities such as electric power poles. *See Nerbonne, N.V. v. Florida Power Corp.*, 692 So. 2d 929 (Fla. 5th DCA 1997).

Third, there is fifty feet (50') of paved road from U.S. 1 to the west, on what is known as Miller Cove Road. We are in the process of researching the as-builts and permits from 2003-2004 to determine who exactly paved this area and who has responsibility for its maintenance. FDOT does own a portion of this area, by virtue of a deed to it in 2001. *A copy of the Deed is enclosed.*

Fourth, the County vacated Third Avenue and Fourth Avenue of the 1923 Plat, by Resolution 2001-414, filed in ORB 4494, Page 1707, Public Records of Brevard County. According to the Resolution, this was done pursuant to County Code Section 86-36, which states that the Board of County Commissioners "is hereby authorized and empowered to close, vacate and abandon any county road, right of way, alley way, place of travel or easement (of any type) or any portion thereof within its jurisdiction." While you indicated that the vacating was akin to a quit claim deed, we dispute that characterization as it contradicts the plain and clear language of the County Code. The County can only vacate that over which it has jurisdiction. *A copy of the Resolution is enclosed.*

Acceptance of dedication may be implied from acts showing an intention to accept, including, among other things, use by the public or maintenance and improvement by proper authorities of part of the land dedicated. *Bonifay v. Dickson*, 459 So. 2d 1089, 1094 (Fla. 1st DCA 1089). Based upon the foregoing reasons and case law, we believe the acceptance is clear, unequivocal and with satisfactory proof of acceptance.

II. County-owned Miller Cove Road

Once ownership of Miller Cove Road is agreed upon, LTM has several challenges, as were discussed in far too much depth at our meeting of May 1, 2017. However, LTM requests consideration of several items.

First, an address must be assigned to LTM's Property, off of Old Dixie Highway. The Address Request Form (*copy enclosed*) does not appear to provide for any discretion and is a ministerial function. Moreover, the Form includes a bold disclaimer that "receiving an address does not guarantee a property is buildable or that any permits can be issued". LTM will be submitting this Form to address assignment today.

Second, LTM will be requesting waivers to the requirements of a 50' ROW, a full size paved roadway and sidewalks. As analyzed by Mr. Denninghoff, Miller Cove Road has insufficient width for all County Code requirements. There are many examples in the County of waivers of these requirements, including Sun Pointe Place, Morningside Drive and Furman Road. We understand from County staff there are many more examples.

Third, if the County is unwilling to work with LTM on these waivers, LTM will be requesting the County to pave the road under a proportionate share agreement per Sec. 163.3180, Fla. Stat. or a public-private partnership agreement under Sec. 255.065, Fla. Stat. LTM has been prepared to pave the roadway at its sole cost, but anticipated that the County would be enthusiastic about the improvement; enthusiasm appeared lacking at the May 1, 2017 meeting.

Fourth, Old Dixie Highway will also need to be improved as Miller Cove Road terminates into Old Dixie. Please confirm that the County agrees that the portion of Old Dixie Highway, from Miller Cove Road/Central Boulevard, is a county-owned road.

Fifth, LTM will need to apply for a permit, or obtain a waiver from a permit, to clear both Miller Cove Road and Old Dixie Highway. There are palm trees and other trees in the road right-of-way of both roads. A clearing permit will allow LTM to remove the remaining trees from the right-of-ways of Miller Cove Road and Old Dixie Highway.

III. Moving Forward

LTM needs to move forward on its project. It has a pending comprehensive plan amendment and rezoning scheduled before P & Z in July. Despite the contentions of Palm Shores' Mayor, LTM's neighbors are not opposed to the roadway or the use of LTM's Property as proposed. *The rendering of the proposed use is enclosed.* The Mayor's letter to the County opposing the rezoning will be addressed in more detail, but this is not the proper place to do so.

On behalf of LTM, we request a status update on these matters. Thank you for your assistance. We look forward to hearing from you in the near future.

Sincerely,



Kimberly Bonder Rezanka

KBR/bms
enclosures

cc: John Denninghoff
Commissioner Curt Smith
Cindy Thurman
Karl Bohne, Esq.



CONTRACTORS - ENGINEERS
M.E. CONSTRUCTION, INC.
7807 Coral Drive, West Melbourne, FL 32904
(321) 723-6561 Fax: (321) 551-1952 Eng.# 7238 Gen. Cont.# 2
WWW.MECONSTRUCTION.COM CEN 01/95/5

LTM of Florida Holdings LLC.
CONCEPT PLAN, SITE LAYOUT
PARCEL ID 26-37-30-00-10
BREVARD COUNTY, FL

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA

CASE NO.: 05-2012-CA-048562

MERRITT INDUSTRIAL PARK II, LLC, AS
SUCCESSOR IN INTEREST TO MERRITT
INDUSTRIAL PARK, INC., a Florida corporation,

Plaintiff,

v.

BREVARD COUNTY, a political subdivision
of the State of Florida, et al

Defendants.

MOTION FOR SUMMARY JUDGMENT AND
MOTION FOR SANCTIONS

Defendant, Brevard County, Florida (hereinafter "County"), by and through its undersigned counsel and pursuant to Fla.R.Civ.P. 1.510(c), hereby moves for entry of an order granting the Motion for Summary Judgment in its favor and against Plaintiff, Merritt Industrial Park II, LLC, and its successor in interest Park 'N Cruise II, LLC, and as good cause therefore states that the affidavits in support of this motion, together with the pleadings and discovery on file show that there is no genuine issue as to any material fact and that the County is entitled to summary judgment as a matter of law. County further motions the Court for sanctions against Plaintiff for filing a frivolous lawsuit. In accordance with Section 57.105(4), this motion was filed at least twenty-one days after service on the Plaintiff.

1. This is an action for quiet title and declaratory judgment involving property designated as a road in a residential subdivision plat, known as the Kelly Park Subdivision, as recorded in Official Public Records Book 4, page 21 in 1924 or 1925.

2. The determinative issue in this case is whether London Boulevard, specifically the area described in Plaintiff's Amended Complaint as the "London Property", is within the boundary of the Kelly Park Subdivision. Amended Complaint ¶¶ 10, 29

I. THERE IS NO GENUINE ISSUE AS TO ANY MATERIAL FACT

A. The Parties

Plaintiff, Merritt Industrial Park, Inc./Merritt Industrial Park II, LLC/Kabboord Properties II, LLC, no longer owns the property described in the complaint. The property described in paragraph 12 of the Amended Complaint was conveyed to Park 'N Cruise II, LLC, on October 1, 2014, according to the deed recorded in the Official Records of Brevard County, Florida, Book 7223, Page 1748. Copy of said deed is attached as Exhibit A. References to the "Plaintiff" throughout this Motion include Merritt Industrial Park, Inc., Merritt Industrial Park II, LLC/Kabboord Properties II, LLC, and Park 'N Cruise II, LLC, which all were/are managed by David W. Kabboord, 3201 N. Atlantic, Avenue, Cocoa Beach, Florida 32931.

3. Defendants Keith I. Notary, AC Notary Co., Charles C. Chandler, Sr., as Trustee of the Charles C. Chandler, Sr. Trust, Hubert V. Bays, Zvonimir Matkovic and Radonvan Cvetkovic own lots within the Kelly Park subdivision that are adjacent to London Boulevard. Amended Complaint ¶¶ 16, 19, 21, 23

4. Defendant County claims easement rights over all the roads depicted within the subdivision that have not otherwise been formally vacated and considers them public rights of way. Brevard County's Answer ¶¶ 6, 24, 30d, Fourth Aff. Def. , Fifth Aff. Def.

B. The Recorded Plat Map of Kelly Park

5. The legal descriptions in Plaintiffs' deeds state that the property lies "West of the Kelly Park Subdivision according to the plat thereof as recorded in Plat Book 4, Page 21 of the Public Records of Brevard County, Florida" (hereinafter referred to as the "Recorded Plat Map"). The western boundary of the Kelly Park Subdivision is the eastern boundary of Plaintiff's property. Amended Complaint Exbs. A & D; Campbell, Dep. Exb. 2; Sweeney Aff.; Exb. A; Carlile Dep. pp. 22-29

6. The Plaintiff has not paid property taxes for the land described in the Amended Complaint as the "London Property". Naughton Aff.

7. In or around May 1925, then-landowner, L.L. Kelly subdivided the property shown in the Recorded Plat Map, which was accepted by the clerk and recorded in Plat Book 4, Page 21 of the Official Records of Brevard County, Florida. Amended Complaint Exb. A; Sweeney Aff.; Hollmann Aff. Carlile Dep. pp. 22-29

8. The Recorded Plat Map, entitled "Map of Kelly Park" spans Sections 7 and 18 and includes property divided into blocks and lots, named and dimensioned roads, and parks. Amended Complaint Exb. A; Sweeney Aff.; Hollmann Aff.

9. The Recorded Plat Map shows the westernmost blocks and lots bounded on the west by a right of way named Roosevelt Avenue, which is further defined by dimensions. Amended Complaint, Exb. A; Campbell, Dep. Exb. 2; Carlile Dep. 22-29

10. In 1971, the County changed the names of most of the roads within the Recorded Plat Map. Roosevelt Avenue is now called London Boulevard. Amended Complaint ¶ 8, Exb. C

11. Around the same time the Recorded Plat Map was recorded, Mr. Kelly's surveyor, Harold Wilson, drafted two other maps that depict portions of the land subdivided in the Recorded Plat Map Park. Sweeney Aff. Campbell Aff.

12. Surveyor Wilson drafted a map of Section 7, T24SR37E entitled the "First Addition to Kelly Park." It does not show a road on the west side of the lots. It does not include all the blocks and lots that are depicted in the Recorded Plat Map. Amended Complaint Exb. B; Campbell, Aff. Exb. 1; Campbell, Dep. Exb. 3, p.21-23; Sweeney, Aff. Exb. 1

13. Surveyor Wilson also drafted a map titled "Map of L.L. Kelly First Addition to Kelly Park," which is also limited to a portion of Section 7. It depicts an unnamed but dimensioned street along the western boundary. It does not show all the lots and blocks depicted in the Recorded Plat Map. Campbell, Dep. 17, pp. 48-50; Sweeney Aff.

14. Neither draft map of the First Addition to Kelly Park was recorded in the Public Records of Brevard County, Florida. Campbell, Dep. pp. 19, 20, 48-50; Sweeney Aff.

15. On December 29, 1933, Mr. Kelly conveyed by warranty deed, all lots within the Kelly Park Subdivision to Edith S. Kelly recorded in Deed Book 218, Page 461, Public Records of Brevard County, Florida. Campbell Dep. p. 37, Exb. 10.

16. The legal description used in Mr. Kelly's deed includes a reference to the "subdivision of Kelly Park as recorded in the Public Records of Brevard Co., Fla. on page ____ of plat book ____." Although Mr. Kelly did not include the book or page number, according to the Brevard County Clerk, there is only one recorded Map of Kelly Park and that's the one recorded at Plat Book 4, Page 21, the Recorded Plat Map. Amended Complaint Exb. A; Campbell Dep. Exb. 10; Hollmann Aff.

17. Mr. Kelly's deed includes lots in Blocks D and E, which are located in Section 18 and shown only on the Recorded Plat Map. Campbell Dep. pp. 38, 39, Exb. 10; Sweeney Aff.

18. Through the years, government agencies such as the Florida Department of Transportation, the Canaveral Port Authority and the Brevard Property Appraiser, along with numerous surveyors, including Plaintiff's surveyor, John R. Campbell and surveyors within his surveying company working under his direction, have prepared signed and sealed surveys interpreting the Recorded Plat Map to include the London Property as a right of way within the boundaries of the Kelly Park Subdivision. Campbell, Dep. pp. 25-54 and Exbs. 4-9, 11-16, 18, 19

19. The County currently maintains North Banana River Drive and Dover Avenue as public rights of way. Jackson Aff.

20. Although London Boulevard is not open to the public at this time, the intersection of London Boulevard and Sea Ray Drive is improved with a drive way apron constructed to Brevard County public road standards. Ragain Aff.

21. There are no pending petitions to vacate the public right of way that encumbers London Boulevard or any public rights of way in the Kelly Park Subdivision. Cazessus Aff.

C. Opinion Testimony of John Campbell

22. Plaintiff filed this quiet title and declaratory judgment action to claim ownership of a portion of London Boulevard which Plaintiff describes as the "London Property" in paragraph 10 of the Amended Complaint, using the argument that L.L. Kelly never intended to

include London Boulevard, nee Roosevelt Avenue, within the boundary of the Kelly Park Subdivision. Campbell Aff.

23. Plaintiff does not allege or claim to have been aware of the unrecorded maps of the First Addition to Kelly Park at the time it acquired the above described property in 1976.
Amended Complaint

24. In addition to the unrecorded map of Section 7, Plaintiff's evidence to support its claim to London Boulevard is the opinion testimony from surveyor John R. Campbell who argues, by affidavit and deposition testimony, that the unrecorded map of Section 7 depicting a portion of the Kelly Park subdivision without any roads is what Mr. Kelly really intended to be the subdivision of Kelly Park. Campbell Aff.

25. Mr. Campbell is not aware of any recorded documents, conveying title to property or otherwise, that refer to the unrecorded maps of the First Addition to Kelly Park. Campbell, Dep. 20

26. Mr. Campbell does not know why the First Addition to Kelly Park draft maps were not recorded and does not know what L.L. Kelly intended to do with the unrecorded maps. Campbell, Dep. pp. 19, 48-50

27. Mr. Campbell discovered the unrecorded maps of the First Addition to Kelly Park in early 2012 upon receiving Surveyor Wilson's historical files from a retiring surveyor. It was upon this discovery that Mr. Campbell formed his opinion that London Boulevard was not included within the boundary of the Kelly Park Subdivision. Campbell, Dep. 50-51

28. The basis of Mr. Campbell's opinion is that the monuments depicted in the Recorded Plat Map are located on the block corners, not the roads, so the western side of those blocks is the western subdivision boundary. Campbell Aff. Campbell Dep. pp. 63, 64, Exb. 2

29. Florida's first platting and mapping law was enacted by the State Legislature in 1925 and became effective around the time the Recorded Plat Map was recorded. Ch. 10275, Laws of Florida, attached as Exhibit "B" and incorporated herein. Campbell Dep. 9

30. Unlike the current platting statute, Ch. 177, Fla. Stat., the 1925 law did not require monuments to be placed on the plat map boundary: "In making a survey a sufficient number of permanent monuments, in no case less than two (2) and in no case more than two thousand (2000) feet apart, shall be placed either within the tract or on the exterior boundaries thereof, or both, so as to provide definite reference lots set forth on the said plat." Ch. 10275, Sec. 7

31. The Recorded Plat Map includes monuments that meet this requirement. Campbell Dep. pp. 63, 64, Exb. 2

32. The Recorded Plat Map also complies with the then-applicable standards to create roads within plat boundaries. Campbell Exb. 2; Sweeney Aff. Carlile Dep. pp. 22-29 Ch. 10275, Sec. 8 states:

"All lots shall be numbered either by progressive numbers, or if in blocks, progressively numbered in each block, and the blocks progressively numbered or lettered, except that blocks in numbered additions bearing the same name shall be numbered consecutively throughout the several additions. Excepted parcels must be marked 'Not included in this plat.' The dimensions of all lots and the width of all streets and alleys shall be given on the plat. Where all lots in any block are of the same dimensions it shall be sufficient to mark the precise length and width of one tier thereof; by all oges, triangles or other lots which are not squares or parallelograms, shall have the length of their sides and angles plainly defined by figures. The streets must be named or numbered and the alleys of public grounds properly designated. All land within the boundaries of the plat

must be accounted for either by blocks, lots, out lots, parks, streets, alleys or excepted parcels. But no strip or parcel of land shall be reserved by the owner when recording a sub-division, unless the same is sufficient in size and area to be of some practical use or service." *EMPHASIS PROVIDED*

II. BREVARD COUNTY IS ENTITLED TO SUMMARY JUDGMENT AS A MATTER OF LAW

A. Standard for Summary Judgment

33. The County is entitled to summary judgment because the pleadings, depositions, and affidavits on file with the Court shows that there is no genuine issue as to any material fact and the County is entitled to judgment as a matter of law. Fla.R.Civ.P. 1.510(c).

34. The purpose of a motion for summary judgment is to determine the existence or absence of genuine issues of material fact for the trier of fact. *Pamperin v. Interlake Co., Inc.*, 634 So.2d 1137 (Fla. 1st DCA 1994); *CSX Transp., Inc. v. Pasco County*, 660 So.2d 757 (Fla. 2^d DCA 1995). In a motion for summary judgment, the burden is on the moving party to show the absence of a genuine issue of material fact. *Albelo v. Southern Bell*, 682 So.2d 1126, 1129 (Fla. 4th DCA 1996); *Fine Arts Museums Foundation v. First Nat'l*, 633 So.2d 1179 (Fla. 4th DCA 1994). Once the moving party tenders competent evidence to support the motion, the opposing party must come forward with counter-evidence sufficient to reveal a genuine issue for trial. *Landers v. Milton*, 370 So2d 368, 369 (Fla. 1979); *Williams v. Garden City Claims, Inc.*, 796 So.2d 586, 588 (Fla. 3^d DCA 2001). It is not enough for the non-moving party to merely assert that an issue exists. *Landers at 369*. If the opposing party cannot point to admissible evidence that creates a triable issue, the Court should grant the motion for summary judgment. *Id*

B. The Evidence Offered By Plaintiff To Reinterpret Its Deed Is Inadmissible.

35. Plaintiff's claim to the London Property is based on a reinterpretation of the legal description in the Plaintiff's deed and the intent of the original owner, L. L. Kelly, in creating the Kelly Park Subdivision. Extrinsic or parol evidence is only admissible to interpret a deed if there is a latent ambiguity in the deed. *Mason v. Roser*, 588 So.2d 622 (Fla. 1st DCA 1991). "Where a deed refers to another deed or to a map, plat or survey for a description, the deed, map, plat or survey becomes as much a part of the instrument as if copied therein." *Routh v. Williams*, 141 Fla. 334, 337 (Fla. 1940). If there is no ambiguity in the language used, then the intention of the grantor must be ascertained from that language. *Western World, Inc. v. Dansby*, 566 So.2d 866 (Fla. 1st DCA 1990). Parol evidence is not admissible to contradict the plain intent of the language used or when the purpose and effect of such evidence it to alter, impair or defeat the operation and effect of the deed. *Reid v. Barry*, 93 Fla. 849 (Fla. 1927).

36. The facts in *Routh* are similar to this case. The buyer in that case negotiated the deal with an unrecorded purchase map before the plat was recorded. Using the unrecorded map as evidence, she alleged that her lot was larger than what was reflected on the recorded plat referenced in her deed. *Routh* at 337-338. She argued that the recorded plat was merely a picture of the lines and corners of the lots as surveyed and that the deed intended to convey property according to the unrecorded purchase plat. *Id.* The Florida Supreme Court disagreed, holding that neither the unrecorded purchase plat nor the evidence of the engineer who created it was sufficient to overthrow the recorded plat by which the purchase was made. *Id.* at 338. There was no ambiguity in the deed that allowed for the admission of parol evidence because the "plat by which both parties purchased was definite and certain as to the description and the record [left] no doubt whatever as to the intention of the parties." *Id.*

37. Plaintiff has less evidence to offer in support of its claim, than the unsuccessful property owner in *Routh*. Plaintiff cannot offer evidence that it relied on the unrecorded map of Section 7 in acquiring its property. Plaintiff had no knowledge of either unrecorded map of the First Addition to Kelly Park at the time it acquired the property. Those draft maps were stored away for decades in the historic files of Harold Wilson, unknown to modern surveyors until rediscovered by Mr. Campbell in 2012. But still they are of no consequence. These unrecorded maps are nothing more than draft worksheets used to prepare the document Mr. Kelly ultimately chose to create the Kelly Park Subdivision, the Recorded Plat Map. The fact that one of the draft maps does not include a road on the western side is meaningless in light of the clear and unambiguous language of the Recorded Plat Map, Mr. Kelly's deed and the chain of title extending therefrom, including Plaintiffs' deeds and the Defendant's deeds.

38. In this case, the incorporation of the Recorded Plat Map in the legal description contained in the Plaintiffs' deeds is undeniable. Mr. Kelly's intent in recording the Recorded Plat Map and selling property in reference to that document is also uncontroverted. The language in Plaintiffs' deeds identifying the eastern boundary of the property as the western boundary of London Boulevard as is clear and unambiguous. The unrecorded map of Section 7 and Mr. Campbell's testimony based on that map are inadmissible parol evidence as a matter of law.

C. London Boulevard Is Located Within The Kelly Park Subdivision Boundary.

39. Mr. Campbell's opinion that London Boulevard doesn't exist and the western boundary of the Recorded Plat Map is the monumented western boundary of Block C is not consistent with the plat law in effect at the time of recording. Campbell, Aff. ¶¶ 7, 8; Campbell, Dep. pp. 14-19, 38, 63-64. Unlike the current platting laws which require the exterior boundaries

of a plat map to be monumented, this was not the requirement in 1924 or 1925. See Section 177.091(7), Fla. Stat. The Recorded Plat Map satisfies the monumentation requirements of the earliest platting statute. Ch. 10275, Sec. 7; See paragraphs 29-32 above.

40. The Recorded Plat Map also meets the requirements to identify and include the London Property within the boundary of the Kelly Park Subdivision. As required in Ch. 10275, Section 8, all roads, including London Boulevard, formerly named Roosevelt Avenue, are clearly named and dimensioned. If Mr. Kelly had intended to exclude any area of the Recorded Plat Map from the boundaries, those areas should have been identified and marked as "Not included in this plat." Sweeney Aff.; Exhibit B

41. In addition, Mr. Campbell's suggestion that Mr. Kelly intended to not provide access to lots located in the Kelly Park Subdivision is illogical and contrary to law. Without inclusion of London Boulevard within the plat boundary, most of the lots on the western side of the subdivision would not have access. Without such access lot owners would have to sue Mr. Kelly for access by way of necessity. It is illogical to presume, as Mr. Campbell suggests, that Mr. Kelly would have intentionally created a situation that would require lot owners to sue him to gain access. Campbell, Dep. 21-23 The presumption is actually the opposite. Florida law, now and at the time the Kelly Park Subdivision plat map was recorded, presumes that streets and roads depicted on a recorded plat map without a written declaration create a private access right to the lot owners and constitutes an offer to dedicate use of those rights of way to the public. *Kirkland v. City of Tampa*, 75 Fla. 271 (1918); *City of Palmetto v. Katsch*, 86 Fla. 506, (1923).

42. L.L. Kelly's intention in creating the Kelly Park Subdivision through the Recorded Plat Map and including the roads within the boundary of that subdivision is clear and

unambiguous. The eastern boundary of Plaintiff's property is the western boundary of London Boulevard.

D. Plaintiff Has No Legal Interest In The London Property.

43. As established above, London Boulevard, and the London Property as described in Paragraph 10 of the Amended Complaint, are included within the boundary of the Recorded Plat Map and the Kelly Park Subdivision. Since the legal description of Plaintiffs' deed references the western boundary of the Recorded Plat Map as the eastern boundary of Plaintiffs' property, Plaintiff does not own property within the boundaries of the Kelly Park Subdivision. This means that Plaintiff has no legal standing to challenge the status of London Boulevard as a public right of way. Only the grantor, in this case, Mr. Kelly, or his successors in interest to London Boulevard, the Defendant lot owners and other subdivision lot owners with access to London Boulevard, have legal standing to make such claims.

44. The effect of a dedication of property rights is that the legal title of the property remains in the grantor, while the public takes the beneficial use of the property. *Robbins v. White*, 42 So. 841 (Fla. 1907). Dedication essentially grants an easement in favor of the public for the purpose intended in the dedication. *City of Coral Gables v. Old Cutler Bay Homeowners Corp.*, 529 So.2d 1188 (Fla. 3d DCA 1988). Grantor-subdivider's legal title in dedicated property passes to the grantees of lots sold in reference to a plat, which lots abut the dedicated streets. Their title extends the entire width of the right of way, subject to the public easement, if there is no lot owner on the other side of the street. If there are lots on each side of the street, title extends to the centerline of the right of way. *Walker v. Pollack*, 74 So.2d 886 (Fla. 1954); *Smith v. Horn*, 70 So. 435 (Fla. 1915); *New Pierce Hotel Co. v. Phoenix Tax title Corp.*, 171 So.

525 (Fla. 1936); *United States v. 16.33 Acres of Land in County of Dade*, 342 So.2d 476, 480 (Fla. 1977); See also Sections 177.085(2)¹ and 336.12, Fla. Stat. Since the Plaintiff does not own any lots within the Kelly Park Subdivision, it does not have any rights to London Boulevard should the County vacate the public rights in the future. Accordingly, Plaintiff has no legal standing to challenge the interpretation of the Recorded Plat Map.

45. This rule is reflected in the statutory process required to vacate all or a portion of a recorded plat. Section 177.101(3), Fla. Stat. qualifies that only the person who holds “fee simple title to the whole or that part of the tract covered by the plat sought to be vacated” may file an application. Plaintiff doesn’t own property within the plat and therefore is not an eligible party to seek a change to the plat because it doesn’t stand to benefit from the outcome of a vacating.

46. Even if Plaintiff had standing to challenge the status of London Boulevard, a claim that London Boulevard was never dedicated as a public road is contrary to the principles of common law dedication and acceptance of roadways. The Florida Supreme Court discussed these principles in *City of Palmetto* at 353:

“In *Florida East Coast Ry. Co. v. City of Miami*, 79 Fla. 539, 84 So. 726, this court held that a common law dedication is the setting apart of land for public use, and to constitute it there must be an intention by the owner clearly indicated by his words or acts to dedicate the land to the public use, and an acceptance by the public of the dedication. [Citations omitted] This seems to be the general rule, and whether an express or an implied dedication is relied on, the intention of the owner to set apart the lands for the use of the public is the foundation and essence of every dedication. The act of dedication is affirmative in character, need not be by formal act or dedication, may be by parol, may result from the conduct of the owner of the lands dedicated, and may be manifested by a written grant,

¹ Any reversionary interest Mr. Kelly may have claimed in the dedicated rights of way in the Kelly Park Subdivision was extinguished by Section 177.085(2), Fla. Stat. There is no evidence that Mr. Kelly attempted to enforce his reversionary rights at any time. A claim to London Boulevard based on reversionary rights is barred by statute.

affirmative acts, or permissive conduct of the dedicator. In fact, any manner in which the owner sees fit to indicate a present intention to appropriate his lands to public use meets the requirement of the law. The means generally exercised to express one's purpose or intention to dedicate his lands to the public use are by a (1) written instrument executed for that purpose; (2) filing a plat or map of one's property designating thereon streets, alleys, parks, etc.; (3) platting one's lands and selling lots and blocks pursuant to said plat indicating thereon places for parks, streets, public grounds, etc.; (4) recitals in a deed by which the rights of the public are recognized; (5) oral declarations followed by acts consistent therewith; (6) affirmative acts of the owner with reference to his property, such as throwing it open in a town, fencing and designating streets thereon; (7) acquiescence of the owner in the use of his property by the public for public purposes."

In addressing the issue of whether a plat constitutes a sufficient dedication, the Court in *Florida East Coast R. Co. v. Worley*, 49 Fla. 297, 303, 241 So. 541(1906), wrote:

"It has frequently been held by this court that where the owner of a tract of land makes a town plat thereof, laying same out into blocks and lots with intervening streets clearly indicated upon the plat separating the blocks and conveys lots with reference to such plat, he thereby evinces an intention to dedicate the streets to public use as such, and his grantees as against him and those claiming under him acquire the right to have such streets kept open. Such acts constitute a complete dedication and the streets cannot be closed up or obstructed unless in pursuance of legal authority. [Citations omitted] This is true although there is no formal written dedication accompanying the map and the rule stated applies not only to streets and avenues, but to parks and other public places designated upon such plat."

Mr. Kelly's intention to create the roads described in the Recorded Plat Map and sell the lots created in the Kelly Park subdivision subject to the Recorded Plat Map is consistent with common law dedication of those roads for public right of way use.

47. Just as an offer to dedicate can be made by implication, formal acceptance by the governing authority occurs by implication. The Florida Supreme Court established the rule that use of some of the platted roads is considered acceptance of all. Citing cases from around the country, the Court focused on the important public policy behind the principle that acceptance of any part of the roads before revocation constitutes an acceptance of all of the roads stating:

"It is impossible for a municipality to improve all streets shown on a plat as soon as the plat is recorded. Many people own wild and uncultivated land without any buildings on it. They conceive the idea that in the natural course of events there will be increases in population, main roads will be built and the land will become useful for development and home sites. They have engineers survey the land and make maps of it. They have streets, alleys and other public places shown on these plats, and they are recorded. In due course, main thoroughfares are built which will attract people to the land. Lots are sold and houses are built. The dedicators or owners of the land knew and did not intend that all streets, alleys and ways would be put to public use immediately, but that they would be put to public use with changing conditions and as the need became evident." *Indian Rocks Beach v. Ewell*, 59 So.2d 647, 654 (Fla. 1952).

48. There is no time requirement for the development of all rights of way once accepted. Even if some roads are not opened, the public rights cannot be lost through abandonment or adverse possession. *Waterman v. Smith*, 94 So.2d 186 (Fla. 1957). The public's rights in the developed and undeveloped portions of dedicated rights of way is protected as an exception to the application of the Marketable Records Title Act (MRTA), Section 712.03(5), Fla. Stat. *Florida Department of Transportation v. Clipper Bay Investments, LLC*, 160 So.3d 858, 867 (Fla. 2015); citing *Water Control District of South Brevard v. Davidson*, 638 So.2d 521, 526 (Fla. 5th DCA 1994)("Rights or easements acquired for the use and benefit of the public are not easily lost or surrendered and MRTA should be broadly construed to protect these rights to the extent possible under the law.")

49. Through the years, the County has demonstrated its acceptance of Mr. Kelly's common law offer to dedicate the rights of way shown on the Recorded Plat Map. At least two of the rights of way in the Recorded Plat Map, Dover Avenue and North Banana River Dr., have been maintained as public roads by the County for decades. Jackson Aff. In 1971, the County renamed all the rights of way shown in the Recorded Plat Map. Amended Complaint, Exb. C. There have also been multiple occasions where the County vacated the public interest in

portions of rights of way and a park parcel located within the Recorded Plat Map. Cazessus Aff. Why would the County take these actions if it didn't believe it had an interest in the platted rights of way or park parcel? The rights of way in the Kelly Park Subdivision, including London Boulevard, are subject to a dedicated public right of way easement.

III. CONCLUSION

50. The County is entitled to summary judgement on Amended Complaint Count I for quiet title as a matter of law. London Boulevard is located within the Kelly Park Subdivision and outside of Plaintiff's legal description. Plaintiff has no standing to challenge the status of London Boulevard, which is clearly established in the record as a dedicated public right of way.

51. The County is entitled to summary judgment on Amended Complaint II for declaratory judgement as a matter of law. The document Plaintiff seeks an interpretation of, the unrecorded map of Section 7, along Mr. Campbell's erroneous opinion of the 1925 Recorded Plat Map boundary, are inadmissible parol evidence offered in attempt to reform the legal descriptions of Plaintiffs' deeds. Plaintiffs' deeds and legal descriptions are clear and unambiguous. The eastern boundary of Plaintiff's property is the western boundary of London Boulevard. There is also no actual, present or bona fide need for declaratory relief. Contrary to Plaintiff's allegations there is no pending petition to vacate London Boulevard.

52. The facts recited above, as set forth in the affidavits, pleadings and discovery of record, establish that the boundary of the Kelly Park subdivision includes the London Boulevard. Therefore the area described in the Amended Complaint as the London Property is not owned by the Plaintiff. The adjoining lot owners have the equitable interest in the London Property and the County holds a public right of way easement over the same. Plaintiff lacks standing to file a

claim to London Boulevard and has failed to state a claim for which relief can be granted. Even if Plaintiff has standing, the claim, which is tantamount to a claim for reformation of Plaintiffs' deed, is barred by statute of limitations. Section 95.231(2), Fla.Stat.

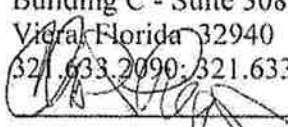
IV. SANCTIONS

53. Pursuant to Section 57.105, Florida Statutes, sanctions are appropriate wherever a party and/or its attorney pursue a claim that they know or should know is not supported by the application of then-existing law to the material facts. As discussed above, Plaintiff, through its attorney and expert witness, has pursued claims without legal standing which are neither supported by then-existing law, nor application of the material facts to such law. Plaintiff and Plaintiffs' attorney failed to make any attempt to withdraw or correct the deficiencies in the Amended Complaint. The County is entitled to sanctions under Section 57.105, Fla. Stat., against Plaintiff and Plaintiffs' attorney for filing and maintaining a frivolous lawsuit.

WHEREFORE, Defendant, Brevard County, respectfully requests that this Honorable Court enter Summary Final Judgment with prejudice against Plaintiff as to Counts I and II of the Amended Complaint filed herein, Grant County's Motion for Sanctions, including attorney's fees and litigation costs, and grant such other relief as the Court deems just and proper.

Dated this 27th day of February, 2016.

OFFICE OF THE COUNTY ATTORNEY
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Attorney for Brevard County

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail through the Florida Courts eFiling portal to Jason Gordon, Esq., jgordon@brevardlegal.com and jbarlow@brevardlegal.com; Joe Caruso, Esq., joec@jtchmspa.com and krystalw@jtchmspa.com and Timothy Pickles, Esq., tfpickles@brevardlawgroup.com on this the 29th day of February, 2016.

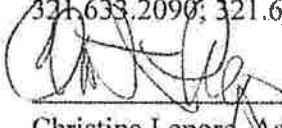
OFFICE OF THE COUNTY ATTORNEY

2725 Judge Fran Jamieson Way

Building C - Suite 308

Viera, Florida 32940

321.633.2090; 321.633.2096 Fax


Christine Lepore, Assistant County Attorney

Florida Bar No. 985790

christine.lepore@brevardcounty.us

Attorney for Brevard County

2

Prepared by and Return to
Superior Title Insurance Agency II, LLC,
1980 N Atlantic Avenue, Suite 807
Cocoa Beach, Florida 32931

File Number KPI - 32

Corporate Warranty Deed

This Indenture, made, October 1, 2014 A D

Between

Kabboord Properties II, LLC, a Florida limited liability company whose post office address is 3201 North Atlantic Ave, Cocoa Beach, FL 32931 a corporation existing under the laws of the State of Florida, Grantor and

Park N Cruise II, LLC, a Florida limited liability company whose post office address is 3201 N Atlantic Avenue, Cocoa Beach, FL 32931, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Brevard, State of Florida, to wit

Parcel 1

A parcel of land being a part of the East 1/2 of the SE 1/4 of the SW 1/4, Brevard County, Florida, being more particularly described as follows

Commence at the intersection of the North right of way line of Lambert Road and the West right of way line of Roosevelt Avenue per plat of Kelly Park Subdivision, according to the plat thereof, as recorded in Plat Book 4, Page 21, thence run S 73°08'18" W along said North right of way line, a distance of 283.97 feet to the Point of Beginning, thence continue S 73°08'18" W along said North right of way line, a distance of 27.59 feet to the point of curvature of a curve to the right, thence run along the arc of said curve having a radius of 865.00 feet through a central angle of 05°03'31" an arc distance of 76.33 feet to a point on the East line of lands described in O R Book 2422, Page 2496, of said Public Records, thence run N 00°41'21" E along said East line a distance of 231.00 feet, thence run S 89°18'39" E a distance of 100.00 feet, thence run S 00°41'21" W a distance of 202.90 feet to the North right of way line of said Lambert Road and the Point of Beginning, said land is located in Section 7, Township 24 South, Range 37 East, Brevard County, Florida

Parcel 2

That part of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 and of Government Lot 4, lying North, South and East of lands owned by the Canaveral Port Authority, also lying North of the North right of way of State Road No 528 and West of Kelly Park Subdivision according to the Plat thereof as recorded in Plat Book 4, Page 21, of the Public Records of Brevard County, Florida, said land is located in Section 7, Township 24 South, Range 37 East, Brevard County, Florida LESS and Except lands described in Official Records Book 3510, Page 268, of the Public Records of Brevard County, Florida

Subject to taxes for the current year, covenants, restrictions and easements of record, if any

Parcel Identification Number 2443801 and 2428311

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever



Prepared by and Return to
Superior Title Insurance Agency II, LLC,
1980 N Atlantic Avenue, Suite 807
Cocoa Beach, Florida 32931

File Number KPI - 32

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written

Kabboord Properties II, LLC, a Florida limited liability company

Signed and Sealed in Our Presence:

By

David Kabboord
Its. President

Witness Print Name CANDICE ESTABROOK

Ashley Byrd

Witness Print Name ASHLEY BYRD

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 1st day of October, 2014, by David Kabboord, the President of Kabboord Properties II, LLC, a Florida limited liability company A corporation existing under the laws of the State of Florida, on behalf of the corporation
He is personally known to me



(Seal)

Notary Public

Notary Printed Name CANDICE ESTABROOK

My Commission Expires



REGULAR SESSION 1925

GENERAL
ACTS AND RESOLUTIONS

ADOPTED BY THE
LEGISLATURE OF FLORIDA

At its Twentieth Regular Session,
April 7 to June 5, 1925
Under the Constitution of A. D. 1885

PUBLISHED BY AUTHORITY OF LAW UNDER
DIRECTION OF THE ATTORNEY GENERAL

Vol. 1
1925

200 E. PALM AVENUE, MIAMI, FLORIDA

BREVARD COUNTY LAW LIBRARY
VIERA, FL

EXHIBIT

B

2-CA-048562-XXXX-XX

the City of Tallahassee; and the sum of thirty thousand dollars, or so much thereof as may be required, is hereby appropriated for that purpose.

Chap. 10275.
1925

Sec. 2. That the amount to be paid by the State Treasurer for the construction of such sidewalks and pavements shall not be proportionately greater than the rate paid by citizens of Tallahassee for their proportionate share of the cost of such construction, and the assessments shall be on the same basis.

Proportion
same as for
citizens.

Sec. 3. That the proportionate cost of any such improvement may be assessed against the property of the State along which such sidewalks and pavements are constructed, and the State Comptroller shall approve such assessments if proportionately the same as the assessments against private property abutting the same streets, and shall draw his warrant in favor of the city for the amount of such assessments, and the State Treasurer shall pay the same from the appropriation hereby made.

Sec. 4. That the streets where the improvements are to be made as contemplated by this Act are Jefferson Street south of the property of the State College for Women, paving and sidewalk; Copeland Street east of the property of the State College for Women, sidewalk; Brevard Street south of the Governor's mansion, paving; Green square; paving and sidewalks on four sides; Jackson Square, paving on north and south sides; Wayne Square, paving and sidewalks on three sides.

Property
designated.

Sec. 5. That this Act shall take effect immediately on its passage and approval by the Governor, or on its becoming a law without such approval.

Approved June 11, 1925.

CHAPTER 10275—(No. 253).

AN ACT to Regulate the Making of Surveys and Filing for Record of Maps and Plats in the State of Florida:

Be It Enacted by the Legislature of the State of Florida:

Section 1. That whenever maps or plats of any land within this State are brought to a County Clerk or other public recording officer to be placed on public record, it shall be the duty of the County Clerk or other public

Examina-
tion of plats
and maps
before
recording.

Chap. 10275.
1925

recording officer, before filing, to examine said map or plat and see that it complies in form with all the requirements of this Act. If this Act has been complied with, he shall so certify, with date of filing for record, on the map or plat and also on the copy thereof required by Section 11 of this Act; otherwise he shall return the map or plat to the owner for correction.

Surveys
required.

Sec. 2. Whenever any City, Town or addition thereto shall be laid out or altered as hereinafter provided, or whenever any land shall be platted into lots and blocks, within this State, the proprietor or proprietors thereof, shall cause a survey and true map or plat thereof to be made by a Civil Engineer or competent Surveyor.

Requirements
of plats.

Sec. 3. Such map or plat shall in every case be made with India ink, or some other equally substantial and distinct method, and be made on a scale sufficiently large to show plainly all details, on tracing cloth (of such size as each county may require). In case of a large plat it may require two or more sheets, in which case the sheets are to be numbered, and the number of the sheets to be indicated on the first sheet below the title.

Sec. 4. The plat shall have a title or name. If the plat be a Town, City or Village, the full name of such Town, City or Village must appear as the title or name of the plat; if the land platted be an addition to or a subdivision of a Town, City or Village already platted, then shall the title of the plat include, with the name of such addition or subdivision, the name of the Town, City or Village, as the case may be, of which such platted land is a subdivision, or to which it is an addition. The name of the County and State in which the land platted is situated should appear under the title.

Sec. 5. There shall be written or printed upon the tracing cloth on which map or plat shall be made a full and detailed description of the land embraced in said map or plat showing the Township and Range in which such lands are situated and the Section and parts of Sections platted. If the premises are in a Spanish grant or are not included in the subdivision of the Government surveys, then the boundaries are to be defined by metes and bounds and courses. The initial point in the description shall be tied to the nearest Government corner, forty-acre corner, or other recorded and well established corner. The description must be so complete that from it without reference to the plat, the starting point can be determined

and the outlines run. If a subdivision of a part of a previous recorded plat is made the previous lots and blocks shall be given. If the plat be a re-subdivision of the whole of a previous recorded plat the fact shall be so stated.

Sec. 6. In connection with the description there shall be a dedication of the plat by the owner or owners, and his or their wives, whose signatures must be witnessed, and their execution of the dedication must be acknowledged in the same manner as deeds conveying lands are required to be witnessed and acknowledged; and in all cases the title, caption and dedication must agree. In case the dedication is to be made by a corporation then it shall be signed by the President and Secretary, respectively, of the corporation, by and with authority of its Board of Directors.

Dedication.

Sec. 7. In making the survey a sufficient number of permanent monuments, in no case less than two (2) and in no case more than two thousand (2000) feet apart, shall be placed either within the tract or on the exterior boundaries thereof, or both, so as to provide definite reference points from which may be located any points, lines or lots set forth on the said plat. The monuments so placed shall be of metal not less than 3 inches in diameter and 24 inches long, driven in the ground, or if smaller, to be incased in a solid block of concrete, said monuments having the reference point marked thereon. They shall have their position in reference to each other indicated by distances and angles and not less than one of said monuments shall have its location indicated on the plat in reference to the nearest Government corner or other corner referred to in Section 5 hereof. The position of said monuments shall be indicated on the plat by a small circle and shall be marked "PERMANENT REFERENCE MONUMENT" or the initials "P. R. M." to designate the same.

Permanent
reference
monuments.

Sec. 8. In drawing the map or plat three inches shall be left blank on the left edge of the tracing cloth for binding in the record book. A plain designation of the cardinal points, the date of survey, and the correct scale of the drawing, shall be given. The drawing shall be made in a workman-like manner and must agree with the description. All section lines and quarter-section lines occurring in the map or plat shall be indicated by lines drawn upon such map or plat, with appropriate words and figures. If the description is by metes and bounds, the point of be-

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plats.

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Chap. 10275.
1925

Numbering
of lots and
streets.

ginning shall be indicated together with all bearings and distances of the boundary lines.

All lots shall be numbered either by progressive numbers, or if in blocks, progressively numbered in each block, and the blocks progressively numbered or lettered, except that blocks in numbered additions bearing the same name shall be numbered consecutively throughout the several additions. Excepted parcels must be marked "Not included in this plat." The dimensions of all lots and the width of all streets and alleys shall be given on the plat. Where all lots in any block are of the same dimensions it shall be sufficient to mark the precise length and width of one tier thereof; but all gores, triangles or other lots which are not squares or parallelograms, shall have the length of their sides and angles plainly defined by figures. The streets must be named or numbered and the alleys or public grounds properly designated. All land within the boundaries of the plat must be accounted for either by blocks, lots, out lots, parks, streets, alleys or excepted parcels. But no strip or parcel of land shall be reserved by the owner when recording a sub-division, unless the same is sufficient in size and area to be of some practical use or service.

Certificate
of engineer.

Sec. 9. The Engineer or Surveyor making the survey or plat shall certify on the plat that it is a correct representation of the land platted and that permanent reference monuments have been placed as called for under Section 7 of this Act.

Approval
certificate.

Sec. 10. Before said map or plat shall be presented to the County Clerk for record, the owner or owners shall cause to be placed thereon a certificate of approval by the County Commissioners, Town Board, or Council, or the Board of Commissioners (in municipalities having a commission form of government) or their accredited representatives, having jurisdiction over the land described in the said map or plat. However, such approval shall not bind the County Commissioners, Town Board, City Council or Board of Commissioners to open up and keep in repair any parcels dedicated to the public in any map or plat so offered, but they may exercise such right at any time.

Sec. 11. For purposes of record the owner or owners, shall present to the County Clerk in and for the County in which the land platted is a part, a map or plat of the land platted drawn on tracing cloth together with a print or photographic copy of the tracing made on cloth.

LAWS OF FLORIDA.

509

Chap. 10276.
1925

Sec. 12. The map or plat on tracing cloth is to be filed by the County Clerk in his office in a book of the proper size for such papers so that it shall not be folded, and kept in the vault. The print or photographic copy on cloth shall be filed in a similar book and kept in his office for the use of the public.

Sec. 13. It shall be a misdemeanor for any person or persons to molest any monuments established according to this Act, or to deface or destroy any map or plat placed on public record.

Penalties.

Sec. 14. All laws and parts of laws in conflict with the provisions of this Act are hereby repealed.

Sec. 15. This Act shall take effect upon its passage and approval by the Governor, or upon becoming a law without such approval.

Approved June 11, 1925.

CHAPTER 10276--(No. 254).

AN ACT to Designate and Describe the Route of State Road No. 63.

Be it Enacted by the Legislature of the State of Florida:

Section 1. That a road beginning at Zolfo Springs, and extending to Bradenton via Ona, in the most direct and practicable route, is hereby declared to be a State road and designated as Road No. 63.

State Road
No. 63.

Sec. 2. This Act shall take effect immediately upon its passage and approval by the Governor, or upon becoming a law without such approval.

Approved June 11, 1925.

Kimberly Bonder-Rezanka

From: jetmec27@aol.com
Sent: Monday, May 22, 2017 11:55 AM
To: address.assign@brevardfl.gov; kim@cflawoffice.com
Subject: adress request
Attachments: address filled out.pdf; deed.pdf

To whom it may concern

My Name is Mark Mattioli and I am requesting an address assigned to my property. I have attached the paper work that is required.

Thank you Mark

***** ADDRESS & INFORMATION REQUEST FORM *****

(REQUEST SECTION)

(To be completed by Requestor)

DATE: 5/22/2017

REQUESTOR: MARK MAT TIOLI (LTM OF FLORIDA)

COMPANY: 4880 SILVER OAK BLVD

ADDRESS: MELBOURNE FL - 32935

PHONE/FAX: 407-222-8605

EMAIL: _____

COMMENTS: JOB # _____

IF REQUESTING ADDRESS (fill out information below)

IF REQUESTING INFO. (provide address): _____

TAX ACCOUNT # 2609832 (indicated on property tax bill)

LEGAL DESCRIPTION: Township 26 Range 37 Section 30
 Subdivision Code _____ Block/Parcel _____ Lot _____

Note: A recorded deed may be necessary to obtain an address.

PLAT BOOK 445 PAGE 100 SUBDIVISION _____

PURPOSE: AT&T ☐ SFR ☐ IRRIG.PUMP ☐ ELECT ☐ SOIL TEST ☐ SEPTIC ☐
 LIFT STATION ☐ UNPAVED ROAD ☐ OTHER Pull Permits
 (agreement required)

NOTE: A certified metes & bounds survey is required for all parcel split-outs.

SURVEY PROVIDED: YES ☐ NO ☒ PLOT PLAN PROVIDED: YES ☐ NO ☒
 (required for parcel split-outs) (required for corner lots)

NOTE: RECEIVING AN ADDRESS DOES NOT GUARANTEE A PROPERTY IS BUILDABLE OR THAT ANY PERMITS CAN BE ISSUED!

SUBMIT TO

address.assign@brevardfl.gov OR Fax: (321) 690-6842

E9-1-1 Administration/Address Assignment
 2725 Judge Fran Jamieson Way, Bldg. A120
 Viera, FL 32940

If you have any questions, our office may be reached at (321) 690-6846.

Address Assignment Response Section (Page 2) will be emailed or faxed once processed.

Page 1 of 2

Kimberly Bonder-Rezanka

From: Assignment, Address [Address.Assignment@brevardfl.gov]
Sent: Monday, May 22, 2017 4:58 PM
To: jetmec27@aol.com
Cc: kim@cflawoffice.com; Assignment, Address; Bentley, Eden
Subject: RE: address request (Mattioli) Miller Cove Road
Attachments: address filled out.pdf; deed.pdf

Mr. Mattioli,

Our office is awaiting a status of the roadway issue; therefore, at this time we are unable to issue an address.

Once this has been determined and our office is officially notified by appropriate staff that the roadway is county maintained to your property, then we can possibly release an address with the proper approvals.

If you have any questions or our office can be of further assistance, please let us know.

Respectfully,

Regina R. Mahaney
9-1-1 Addressing Coordinator
Brevard County E9-1-1 Administration
2725 Judge Fran Jamieson Way
Building A, Suite 120
Viera, FL 32940-6022
Office: (321) 690-6846 Ext. 1
Fax: (321) 690-6842
address.assign@brevardfl.gov

NOTICE: Receiving an address does not guarantee a property is buildable or that any permits can be issued!
Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

 Please consider the environment before printing this E-mail.

From: jetmec27@aol.com [mailto:jetmec27@aol.com]
Sent: Monday, May 22, 2017 11:55 AM
To: Assignment, Address; kim@cflawoffice.com
Subject: address request

To whom it may concern

My Name is Mark Mattioli and I am requesting an address assigned to my property. I have attached the paper work that is required.

Thank you Mark

Lewis, Sally A

From: Karl Bohne <kbohne@fla-lawyers.com>
Sent: Tuesday, May 23, 2017 12:06 PM
To: Bentley, Eden
Subject: Miller Cove

Eden, below is my response to the letter you recently received from Ms. Rezanka.

On page one last paragraph I don't know that this information provides "sufficient" information concerning the intent to dedicate. Also, the mere reference to the plat in subsequent sales does not necessarily show an intent to dedicate. It could merely be a reference to a recorded plat that did not dedicate to the County. But assuming it is an intent to dedicate, there appears to be insufficient evidence of acceptance.

Address assignment is not an intent to accept a purported dedication, nor does the issuance of a building permit. Also, if the county did not issue any utility permits and if the utilities were advised that they can be installed in the "County right of way" again that's not evidence of acceptance. Neither FP&L nor AT&T applied to the town for any utility permits. As far as Waste Pro, they do not provide service. Apparently a dumpster located on another property is used for trash service. As you recall in my previous email to you there were identified many instances of an acceptance of a common law dedication. This in my opinion falls under the second type of presumed dedication is set forth in section 95.361(2) and applies to roads not constructed by a government entity. Enacted in 2003, this provision employs nearly the same language used in section 95.361(1), the only differences being that the road must have been "regularly maintained or repaired" rather than "maintained or repaired continuously and uninterruptedly" and such maintenance must occur for seven years rather than four years. So unless they can show that the ROW was "regularly maintained or repaired" by the County, for the appropriate time period of 7 years they have no public access and their access is private.

The portion paved was done by FDOT, not the Town or County. So, again I don't see how that can be imputed acceptance by the County of any alleged dedication. Also, trash collection has nothing to do with County acceptance. Don't waste collectors provide trash collection on private roads...of course they do.

As far as the "vacate", if the ROWs were not accepted then the vacation of them is a non-issue. If the county never "owned" them they cannot legally vacate them.

The determination as to the status of the ROWs on this plat must be resolved. Despite the contention that the neighbors are on board, the Town continues to receive inquiries from Town residents who do express concern. The residents of Ashley Oaks and the residents impacted in Palm Shores Estates by the project absolutely object to the project. They are concerned about the flooding of their property due to removal of all trees, changes in underground drainage, the increase in the height of the road, noise, crime, traffic and a complete change of use adjacent to residential communities. I think suffice to say the Miller Cove Road is in the County and it is being cleared without a permit as best as the Town can determine. Ms. Rezanka has inquired of the Town whether it would want to annex the areas in questions and the Town would not be interested if the property is rezoned to commercial that would permit storage warehouses. The Town would like to see the development be consistent with the surrounding neighborhood which is predominately residential.

Karl W. Bohne, Jr.

Schillinger & Coleman, P.A.

1311 Bedford Drive

Melbourne, FL 32940

321-255-3737 Telephone

321-255-3141 Facsimile

Office Hours:

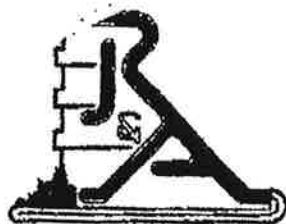
8:30 a.m. to 5:00 p.m. Monday thru Thursday

8:30 a.m. to 12 Noon on Friday

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Robertson and Associates
LAND PLANNING & DEVELOPMENT CONSULTANTS

September 9, 2009

Cynthia Streeter, Operations Specialist
Transportation Engineering/Survey Section
2725 Judge Fran Jamieson Way Bldg. A. Rm. 220
Viera, FL 32940

Re: Miller Cove Road, Palm Shores

Dear Cynthia:

You recently informed me that First Avenue, a dirt road extending north from Miller Cove Road in the Town of Palm Shores was not considered to be a County road. My question now is whether Miller Cove Road (see attached map) is a County road, or does Brevard County consider it to be the Town's responsibility for maintenance. If this is the case, please provide the rationale for this determination, i.e., instrument of conveyance or County ordinance.

As always, we appreciate your assistance. Please give me a call if you have any questions.

Sincerely,

Doug Robertson, President
Robertson and Associates

Cc: Carol M. McCormack, Mayor, Town of Palm Shores
Scott Lamb, P.E.



FLORIDA'S SPACE COAST



TRANSPORTATION ENGINEERING DEPARTMENT
2725 Judge Fran Jamieson Way, Viera, Florida 32940
Telephone: (321) 617-7315
Fax: (321) 633-2083

September 30, 2009

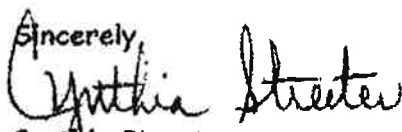
Robertson & Associates
Land Planning & Development Consultants
Doug Robertson, President
100 Parnell Street
Merritt Island, FL 32953

SUBJECT: MILLER COVE ROAD, PALM SHORES

Dear Mr. Robertson,

This is in response to your letter dated September 9, 2009, in which you have questions regarding the maintenance responsibility for Miller Cove Road. Brevard County does not have any jurisdiction over any portion of the subject right of way. Attached is a copy of Resolution 94-01 that named a private road to "Miller Cove Road" May 24, 1994 for address purposes only, and there was no acceptance or responsibility for improvement, repair or maintenance.

If we can be of further assistance, please advise.

Sincerely,

Cynthia Streeter
Public Works Department

CS

Attachments

RETURN TO
TOWN OF PALM SHORES
CLERK
P.O. BOX 1111
PALM SHORES, FL 32909

RESOLUTION NO. 94-01

A RESOLUTION TO OFFICIALLY NAME A PRIVATE ROAD
MILLER COVE ROAD

WHEREAS, The Town of Palm Shores of Brevard County, Florida, has been requested to name certain private roadways affording ingress and egress to and from Highway 1 for the occupants of Indian River Home Sites; and

WHEREAS, the owner of said private roadway has identified said private road by name and Brevard County Officials have requested the Town of Palm Shores adopt a resolution acknowledging and approving the name identifying said private road in order for addresses to be assigned and said road to be entered into the Brevard County Emergency Telephone System;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF PALM SHORES, PALM SHORES, FLORIDA, AS FOLLOWS:

Section 1. The following street name identifying the private road within the Indian River Home Sites, Plat Book 3, Page 37, as Recorded in the Public Records of Brevard County, are hereby acknowledged, accepted and approved by the Town of Palm Shores, viz:

Miller Cove Road

Section 2. That the location of this private road named in Section 1 of this Resolution is shown and depicted on the map marked "Exhibit A", attached to this Resolution and by this referenced incorporated herein and made a part hereof.

Lundy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 3 # Pages 2
Trust Fund 2.00 Rec Fee 3.00
Stamp-Dead _____ Enclos Tx _____
Stamp-Mtg _____ Inv Tx _____
Service Chg _____ Refund _____

BK3395PG1323

1528
MAY 26 AM 10:48

Section 3. This Resolution is adopted to enable Brevard County officials to enter the addresses and street name into the Brevard County 911 Emergency Telephone System.

Section 4. Nothing contained in this Resolution shall be deemed or construed to be an acceptance of the herein designated road as a public street or road of the Town of Palm Shores, nor to constitute said roadway as part of the public street system of the Town of Palm Shores, nor as any assumption by the Town of Palm Shores of responsibility for improvement, repair, maintenance or safety of the private road herein identified.

Section 5. It shall be the property owners responsibility to install and maintain the proper street sign and stop sign and keep said road clear and accessible for emergency vehicles.

PASSED AND ADOPTED at a regular meeting of the Town of Palm Shores, Town of Palm Shores, Florida, this 24 day of May, A.D. 1994

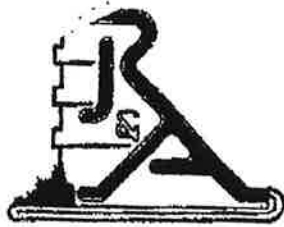
Anna J. Ten
Mayor, Town of Palm Shores

Attest:

Patty Waterman
City Clerk

(SEAL)

BK0395P61324



Robertson and Associates
LAND PLANNING & DEVELOPMENT CONSULTANTS

September 9, 2009

Cynthia Streater, Operations Specialist
Transportation Engineering/Survey Section
2725 Judge Fran Jamieson Way Bldg. A. Rm. 220
Viera, FL 32940

Re: Miller Cove Road, Palm Shores

Dear Cynthia:

You recently informed me that First Avenue, a dirt road extending north from Miller Cove Road in the Town of Palm Shores was not considered to be a County road. My question now is whether Miller Cove Road (see attached map) is a County road, or does Brevard County consider it to be the Town's responsibility for maintenance. If this is the case, please provide the rationale for this determination, i.e., instrument of conveyance or County ordinance.

As always, we appreciate your assistance. Please give me a call if you have any questions.

Sincerely,

Doug Robertson, President
Robertson and Associates

Cc: Carol M. McCormack, Mayor, Town of Palm Shores
Scott Lamb, P.E.



FLORIDA'S SPACE COAST



TRANSPORTATION ENGINEERING DEPARTMENT
2725 Judge Fran Jamieson Way, Viera, Florida 32940
Telephone: (321) 617-7315
Fax: (321) 633-2083

September 30, 2009

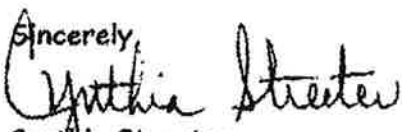
Robertson & Associates
Land Planning & Development Consultants
Doug Robertson, President
100 Parnell Street
Merritt Island, FL 32953

SUBJECT: MILLER COVE ROAD, PALM SHORES

Dear Mr. Robertson,

This is in response to your letter dated September 9, 2009, in which you have questions regarding the maintenance responsibility for Miller Cove Road. Brevard County does not have any jurisdiction over any portion of the subject right of way. Attached is a copy of Resolution 94-01 that named a private road to "Miller Cove Road" May 24, 1994 for address purposes only, and there was no acceptance or responsibility for improvement, repair or maintenance.

If we can be of further assistance, please advise.

Sincerely,

Cynthia Streeter
Public Works Department

CS

Attachments

RETURN TO
TOWN OF PALM SHORES
11528
P.O. BOX 11528
PALM BEACH, FL 33411-5228

RESOLUTION NO. 94-01

A RESOLUTION TO OFFICIALLY NAME A PRIVATE ROAD
MILLER COVE ROAD

WHEREAS, The Town of Palm Shores of Brevard County, Florida, has been requested to name certain private roadways affording ingress and egress to and from Highway 1 for the occupants of Indian River Home Sites; and

WHEREAS, the owner of said private roadway has identifies said private road by name and Brevard County Officials have requested the Town of Palm Shores adopt a resolution acknowledging and approving the name identifying said private road in order for addresses to be assigned and said road to be entered into the Brevard County Emergency Telephone System;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF PALM SHORES, PALM SHORES, FLORIDA, AS FOLLOWS:

Section 1. The following street name identifying the private road within the Indian River Home Sites, Plat Book 3, Page 37, as Recorded in the Public Records of Brevard County, are hereby acknowledged, accepted and approved by the Town of Palm Shores, viz:

Miller Cove Road

Section 2. That the location of this private road named in Section 1 of this Resolution is shown and depicted on the map marked "Exhibit A", attached to this Resolution and by this referenced incorporated herein and made a part hereof.

Lundy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 3 # Pages 3
Trust Fund 2.00 Rec Fee 13.00
Stamp-Dead _____ Excise Tx _____
Stamp-Mtg _____ Int Tx _____
Service Chg _____ Refund _____

BK3395PG1323

Section 3. This Resolution is adopted to enable Brevard County officials to enter the addresses and street name into the Brevard County 911 Emergency Telephone System.

Section 4. Nothing contained in this Resolution shall be deemed or construed to be an acceptance of the herein designated road as a public street or road of the Town of Palm Shores, nor to constitute said roadway as part of the public street system of the Town of Palm Shores, nor as any assumption by the Town of Palm Shores of responsibility for improvement, repair, maintenance or safety of the private road herein identified.

Section 5. It shall be the property owners responsibility to install and maintain the proper street sign and stop sign and keep said road clear and accessible for emergency vehicles.

PASSED AND ADOPTED at a regular meeting of the Town of Palm Shores, Town of Palm Shores, Florida, this 24 day of May, A.D. 1994


Mayor, Town of Palm Shores

Attest:


City Clerk

(SEAL)

BK3395P61324

Lewis, Sally A

From: Karl Bohne <kbohne@fla-lawyers.com>
Sent: Tuesday, May 23, 2017 12:06 PM
To: Bentley, Eden
Subject: Miller Cove

Eden, below is my response to the letter you recently received from Ms. Rezanka.

On page one last paragraph I don't know that this information provides "sufficient" information concerning the intent to dedicate. Also, the mere reference to the plat in subsequent sales does not necessarily show an intent to dedicate. It could merely be a reference to a recorded plat that did not dedicate to the County. But assuming it is an intent to dedicate, there appears to be insufficient evidence of acceptance.

Address assignment is not an intent to accept a purported dedication, nor does the issuance of a building permit. Also, if the county did not issue any utility permits and if the utilities were advised that they can be installed in the "County right of way" again that's not evidence of acceptance. Neither FP&L nor AT&T applied to the town for any utility permits. As far as Waste Pro, they do not provide service. Apparently a dumpster located on another property is used for trash service. As you recall in my previous email to you there were identified many instances of an acceptance of a common law dedication. This in my opinion falls under the second type of presumed dedication is set forth in section 95.361(2) and applies to roads not constructed by a government entity. Enacted in 2003, this provision employs nearly the same language used in section 95.361(1), the only differences being that the road must have been "regularly maintained or repaired" rather than "maintained or repaired continuously and uninterruptedly" and such maintenance must occur for seven years rather than four years. So unless they can show that the ROW was "regularly maintained or repaired" by the County, for the appropriate time period of 7 years they have no public access and their access is private.

The portion paved was done by FDOT, not the Town or County. So, again I don't see how that can be imputed acceptance by the County of any alleged dedication. Also, trash collection has nothing to do with County acceptance. Don't waste collectors provide trash collection on private roads...of course they do.

As far as the "vacate", if the ROWs were not accepted then the vacation of them is a non-issue. if the county never "owned" them they cannot legally vacate them.

The determination as to the status of the ROWs on this plat must be resolved. Despite the contention that the neighbors are on board, the Town continues to receive inquiries from Town residents who do express concern. The residents of Ashley Oaks and the residents impacted in Palm Shores Estates by the project absolutely object to the project. They are concerned about the flooding of their property due to removal of all trees, changes in underground drainage, the increase in the height of the road, noise, crime, traffic and a complete change of use adjacent to residential communities. I think suffice to say the Miller Cove Road is in the County and it is being cleared without a permit as best as the Town can determine. Ms. Rezanka has inquired of the Town whether it would want to annex the areas in questions and the Town would not be interested if the property is rezoned to commercial that would permit storage warehouses. The Town would like to see the development be consistent with the surrounding neighborhood which is predominately residential.

Karl W. Bohne, Jr.

Schillinger & Coleman, P.A.

1311 Bedford Drive

Melbourne, FL 32940

321-255-3737 Telephone

321-255-3141 Facsimile

Office Hours:

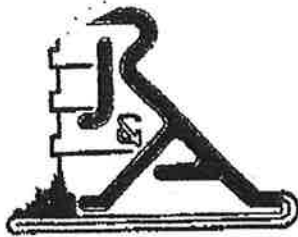
8:30 a.m. to 5:00 p.m. Monday thru Thursday

8:30 a.m. to 12 Noon on Friday

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IMPORTANT: Schillinger & Coleman, P.A. utilizes spam and junk email filtration applications in its email information systems. These applications may prevent or delay delivery of certain email communications. If you do not receive a timely response to an email communication, please contact the intended recipient via telephone at 321-255-3737.

IRS CIRCULAR 230 NOTICE: Pursuant to Treasury Department Circular 230, this is to advise you unless we otherwise expressly state in writing, email communications, including all attachments, from this firm are not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties. This firm does not give legal advice as to federal or state tax issues.



Robertson and Associates
LAND PLANNING & DEVELOPMENT CONSULTANTS

September 9, 2009

Cynthia Streeter, Operations Specialist
Transportation Engineering/Survey Section
2725 Judge Fran Jamieson Way Bldg. A. Rm. 220
Viera, FL 32940

Re: Miller Cove Road, Palm Shores

Dear Cynthia:

You recently informed me that First Avenue, a dirt road extending north from Miller Cove Road in the Town of Palm Shores was not considered to be a County road. My question now is whether Miller Cove Road (see attached map) is a County road, or does Brevard County consider it to be the Town's responsibility for maintenance. If this is the case, please provide the rationale for this determination, i.e., instrument of conveyance or County ordinance.

As always, we appreciate your assistance. Please give me a call if you have any questions.

Sincerely,

Doug Robertson, President
Robertson and Associates

Cc: Carol M. McCormack, Mayor, Town of Palm Shores
Scott Lamb, P.E.



FLORIDA'S SPACE COAST



TRANSPORTATION ENGINEERING DEPARTMENT
2725 Judge Fran Jamieson Way, Viera, Florida 32940
Telephone: (321) 617-7315
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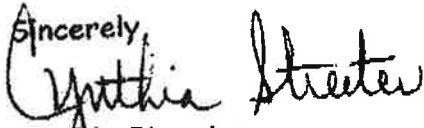
Robertson & Associates
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Doug Robertson, President
100 Parnell Street
Merritt Island, FL 32953

SUBJECT: MILLER COVE ROAD, PALM SHORES

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If we can be of further assistance, please advise.

Sincerely,

Cynthia Streeter
Public Works Department

CS

Attachments

RETURN TO
TOWN OF PALM SHORES
10000 N. US HWY 1
PALM SHORES, FL 32909
(407) 284-4444

RESOLUTION NO. 94-01

A RESOLUTION TO OFFICIALLY NAME A PRIVATE ROAD
MILLER COVE ROAD

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Lundy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 3 # Names 2
Trust Fund 2.00 Rec Fee 13.00
Stamp-Deed _____ Excise Tx _____
Stamp-Mtg _____ Int Tx _____
Service Chg _____ Retired _____

BK3395PG1323

611528
94 MAY 26 AM 10:48

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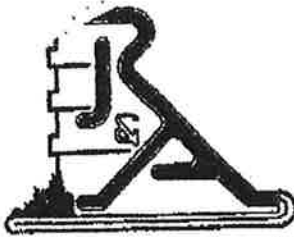
Annem, Jernsten
Mayor, Town of Palm Shores

Attest:

Patty Waterman
City Clerk

(SEAL)

BK3395P61324



Robertson and Associates
LAND PLANNING & DEVELOPMENT CONSULTANTS

September 9, 2009

Cynthia Streeter, Operations Specialist
Transportation Engineering/Survey Section
2725 Judge Fran Jamieson Way Bldg. A. Rm. 220
Viera, FL 32940

Re: Miller Cove Road, Palm Shores

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Doug Robertson, President
Robertson and Associates

Cc: Carol M. McCormack, Mayor, Town of Palm Shores
Scott Lamb, P.E.



FLORIDA'S SPACE COAST



TRANSPORTATION ENGINEERING DEPARTMENT
2725 Judge Fran Jamieson Way, Viera, Florida 32940
Telephone: (321) 817-7315
Fax: (321) 633-2083

September 30, 2009

Robertson & Associates
Land Planning & Development Consultants
Doug Robertson, President
100 Parnell Street
Merritt Island, FL 32953

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Sincerely,

Cynthia Streeter
Public Works Department

CS

Attachments

RETURN TO
TOWN OF PALM SHORES
10000 N. US HWY 1
P.O. BOX 1000
PALM SHORES, FL 32909
(407) 255-1000

RESOLUTION NO. 94-01

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Lundy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 3 # Names 2
Trust Fund 2.00 Rec Fee 13.00
Stamp-Dead _____ Excise Tx _____
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Section 5. It shall be the property owners responsibility to install and maintain the proper street sign and stop sign and keep said road clear and accessible for emergency vehicles.

PASSED AND ADOPTED at a regular meeting of the Town of Palm Shores, Town of Palm Shores, Florida, this 24 day of May, A.D. 1994

Anna J. Jensen
Mayor, Town of Palm Shores

Attest:

Philly Waterman
City Clerk

(SEAL)

BK3395P61324



AGENDA REPORT
October 24, 2017

SUBJECT:

Downtown Titusville CRA Festival Expenses

FISCAL IMPACT:

Approximately \$55,055 of County TIF revenue

DEPT/OFFICE:

District 3

REQUESTED ACTION:

It is requested that the Board discuss its options and consider potential courses of action as it relates to protecting the County's fiscal interests.

SUMMARY EXPLANATION and BACKGROUND:

The Downtown Titusville Community Redevelopment Agency has improperly used approximately \$120,123 of City and County TIF funds for festival expenses such as Food Truck Wars, Saturday Nite Live, and chili cook-offs.

According to the County Attorney's Office, these expenditures are unlawful under Chapter 163, Part III, Florida Statutes.

The Downtown Titusville CRA is expected to receive approximately \$302,928 in County TIF revenue in FY 17-18.

ATTACHMENTS:

Description

- Downtown Titusville CRA Festival Expenses
- County Attorney Opinion

REVIEWERS:

Department
District 3

Reviewer
Prasad, Billy

Action
Approved



October 25, 2017

M E M O R A N D U M

TO: John Tobia, District 3 Commissioner

RE: Item VI.F.3., Board Discussion for the Downtown Titusville Community Redevelopment Agency (CRA) Festival Expenses

The Board of County Commissioners, in regular session on October 24, 2017, took no action on the Downtown Titusville CRA Festival Expenses.

Your continued cooperation is always appreciated.

Sincerely,

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

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

cc: County Manager

City of Titusville

"Gateway to Nature & Space"

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



Planning & Growth Management
(321)-567-3778
Fax (321)-383-5700
www.titusville.com

September 18, 2017

Brevard County Commissioner John Tobia, District 3
2539 Palm Bay Road, NE Ste. 4
Palm Bay, FL 32905

Via John.Tobia@Brevardfl.gov

Commissioner Tobia,

This letter is per your request for information regarding the expenditures for parades and or festivals (special events) paid to private businesses and organizations with CRA funds to pay for such special events either in whole or in part for the past five (5) years. This letter was received electronically at 2:41 pm on September 7, 2017. Please find the amounts expended listed below by fiscal year along with the list of events and grantees.

FY 17 - \$0 (The CRA Special Events Grants Program was discontinued.)

FY 16 - \$30,327 (Funds were limited to \$3,635 per event to cover the costs of public services for the event at a maximum per diem rate of \$3,000 for road closure; \$325 for Police/Fire/EMS; and \$325 for restrooms).

The grantees included: Veterans Appreciation Parade (American Legion/Titusville Flag Committee); Art & Algorithms (Greater Titusville Renaissance); Rotary Chili Cook-off (Sunrise Rotary); Let it Snow (Smile Angel Foundation); Friday Nite Live – Monthly Street Events (Downtown Merchants Association); and Lights of Hope (Hope for North Brevard, Inc.).

FY 15 - \$42,749

The grantees included Food Truck Wars (Downtown Merchants Association); Art & Algorithms (Greater Titusville Renaissance); Rotary Chili Cook Off/Max K. Brewer Bridge 5-K Run (Sunrise Rotary); Let it Snow (Smile Angel Foundation); Sea Turtle Festival (Downtown Merchants Association); Friday Nite Live – Monthly Street Events (Downtown Merchants Association); Lights of Hope (Hope for North Brevard, Inc.); and Salute our Veterans Parade (American Legion/Titusville Flag Committee).

FY 14 - \$29,800

The grantees included Rotary Chili Cook Off/Max K. Brewer Bridge 5-K Run (Sunrise Rotary); Let it Snow (Smile Angel Foundation); Sea Turtle Festival (Downtown Merchants Association); Art &

Algorithms (Greater Titusville Renaissance); and Friday Nite Live – Monthly Street Events (Downtown Merchants Association).

FY 13 - \$19,223

Grantees included Rotary Chili Cook Off/Max K. Brewer Bridge 5-K Run (Sunrise Rotary); St. Gabriel's Episcopal Church 125th Anniversary Celebration (St. Gabriel's Church); Indian River Festival (Titusville Chamber of Commerce); Sea Turtle Festival (Downtown Merchants Association).

Sincerely,



Tim Ford
Redevelopment Planner



County Attorney's Office
2725 Judge Fran Jamieson Way
Building C, Room 308
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

TO: Hon. Commissioner John Tobia, District 3
FROM: Scott Knox, County Attorney
RE: Titusville Use of CRA funds
DATE : October 3, 2017

Commissioner, you have requested a formal opinion on the issue as to whether certain expenditures of CRA trust funds by the City of Titusville are proper under Part III, of chapter 163, Florida Statutes.

It is my understanding that you have asked the City of Titusville for "information regarding the expenditures for parades and or festivals (special events) paid to private businesses and organizations with CRA funds to pay for such special events either in whole or in part for the past five (5) years."

In response, the city sent a September 18, 2017 letter from planner Tim Ford listing the following expenditures:

FY 17 - \$0 (The CRA Special Events Grants Program was discontinued.)

FY 16 - \$30,327 (Funds were limited to \$3,635 per event to cover the costs of public services for the event at a maximum per diem rate of \$3,000 for road closure; \$325 for Police/Fire/EMS; and \$325 for restrooms).

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County Attorney's Office
2725 Judge Fran Jamieson Way
Building C, Room 308
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

The apparent support for the City's approval of special events grants on the foregoing list is set forth on page 15 of the City of Titusville "2015 REDEVELOPMENT PLAN SUPPLEMENTAL REPORT"¹ which states:

Event Sponsorship and Marketing

The Downtown Community Redevelopment Agency has created a Special Events Grant program to support special events within the downtown area that are consistent with activities authorized by the Community Redevelopment Act. The events are intended to revitalize the area by increasing pedestrian traffic, provide opportunities for downtown merchants to attract new business, and provide visibility for vacant retail and restaurant space. The grant program began in 2012, and is anticipated to become more competitive as the program matures. It is also the intent of the CRA that the grant program assists special events to become self-sustaining after a number of years to permit funds to be utilized to establish other events or to be utilized for capital projects.

The CRA should consider other programs to market vacant buildings and existing businesses. For example, contests to attract entrepreneurs, encouraging pop-up stores and incubators are programs that are worthy of funding consideration by the CRA.

Indeed, the "Five-Year Capital Improvement and Funding Plan for CRA Projects" set forth in that same document contemplates between \$58,000 and \$60,000 funding for "Special Events," (below) although the text under that heading (below) does not mention special events.

Project Name	FY2015 FY2015- 2016	FY2016- 2017	FY2017- 2018	FY2018- 2019	FY2019- 2020	Total
Park Improvements/ Recreational Facilities		\$50,000	\$50,000	\$50,000	\$50,000	\$200,000
Amtrak Station Community Parking	\$60,000	\$60,000	\$80,000	\$60,000	\$60,000	\$300,000
Downtown Stormwater Improvements			\$100,000		\$250,000	\$250,000
Downtown Stormwater Plan						\$100,000
Building Improvements (Facade/Structural)	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Marketing Master Plan Update		\$15,000	\$15,000	\$10,000	\$10,000	\$50,000
Property Acquisition				\$120,000		\$120,000
					\$1,000,000	\$1,000,000
Downtown Welcome Center	\$160,000					\$160,000
						(Project Total \$512,500)
Special Event Grants	\$58,000	\$58,000	\$60,000	\$60,000	\$60,000	\$294,000
Total	\$326,000	\$253,000	\$383,000	\$520,000	\$8,345,000	\$4,899,000

(Supplemental Report p.10)

¹ <http://www.titusville.com/Page.asp?NavID=1014>



BOARD OF COUNTY COMMISSIONERS

County Attorney's Office
2725 Judge Fran Jamieson Way
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Viera, Florida 32940

"Five-Year Capital Improvement and Funding Plan for CRA Projects

Looking toward the future, the following projects have been identified in the Five Year Capital Improvement Plan (CIP) for the CRA. The CIP timeframe extends from Fiscal Year 2015-2016 to Fiscal Year 2019-2020. In addition to those capital projects identified below, the CRA will also utilize funding to maintain completed CRA projects, including monuments, park improvements, streetscape improvements and other redevelopment projects, as necessary."
(Supplemental Report P.11)

There is one other provision in the Supplemental Report that describes Titusville as a "Trail Town." This provision mentions the need for "additional amenities" for special events.

"With the convergence of these trails, the CRA has established the goal of becoming a "Trail Town", taking advantage of the economic opportunity that an influx of visitors can bring. As the downtown becomes more of a destination for commerce and special events, additional amenities will be needed. These may include additional street furniture, ADA improvements, and other amenities that enhance the functionality of the downtown. The CRA may choose to fund these improvements directly, or contribute funds to public/private partnerships for the funding of needed amenities." (Supplemental Report p. 11)

It is worth noting that this last-mentioned provision in the Supplemental Report identifies physical redevelopment structures or facilities as the "additional amenities" that will support more special events. The significance of this recognition of "additional amenities" as redevelopment, as opposed to the special events such facilities may support, is the City's representation that no grant funds have been released in 2017. That action suggests the City may have concluded that special events, themselves, do not fit within the statutory definition of "redevelopment" upon which tax increment funds can be spent, an issue that will be discussed more fully below.

Analysis

As mentioned in my prior opinion, the critical factor in determining the validity of a CRA trust expenditure is whether an expenditure is made for an *undertaking described in the community redevelopment plan*, as required by section 163.387(6), Florida Statutes, a question that turns on whether or not the City redevelopment plan conforms to the statutory requirements identified in section 163.362, Florida Statutes. In the case of Titusville, it appears that grant funding for special events has been specifically listed in the Supplemental Report comprising an amendment to the CRA plan. Therefore, it is important to know what the Legislature has specifically prescribed as the elements of a community redevelopment plan.

The core substantive requirements for a redevelopment plan are set forth in section 163.362, Florida Statutes, as follows:



BOARD OF COUNTY COMMISSIONERS

163.362. Contents of community redevelopment plan

Every community redevelopment plan shall:

- (1) Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.
- (2) Show by diagram and in general terms:
 - (a) The approximate amount of open space to be provided and the street layout.
 - (b) Limitations on the type, size, height, number, and proposed use of buildings.
 - (c) The approximate number of dwelling units.
- (d) Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.
- (3) If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.
- (4) Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.
- (5) *Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.*
- (6) Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.
- (7) Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.
- (8) Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefor.
- (9) Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.²

² The statute also contains the following additional requirements:

(10) Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. [163.361](#)(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.

(11) Subsections (1), (3), (4), and (8), as amended by s. 10, chapter 84-356, Laws of Florida, and subsections (9) and (10) do not apply to any governing body of a county or municipality or to a community redevelopment agency if such governing body has approved and adopted a community redevelopment plan pursuant to s. [163.360](#) before chapter 84-356 became a law; nor do they apply to any governing body of a county or municipality or to a community redevelopment agency if such governing body or agency has adopted an ordinance or resolution authorizing the issuance of any bonds, notes, or other forms of indebtedness to which is pledged increment revenues pursuant only to a community redevelopment plan as approved and adopted before chapter 84-356 became a law.



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In determining the required elements of a redevelopment plan, the Legislature used the mandatory "shall" language, not the permissive "shall include" language, the latter of which implies that plan elements other than those identified by the Legislature could also be adopted. The use of "shall" does not give cities or counties the statutory discretion to adopt other, optional elements of a redevelopment plan as, for example, was the case in Chapter 163, Part II, Florida Statutes where optional elements in a comprehensive plan are authorized. Instead, the Legislature chose to adopt a specific list of elements that are to comprise the redevelopment plan. I find nothing among those listed elements that remotely suggest that special events such as festivals, cook-outs, Veteran's parades or other special events are an authorized element of a redevelopment plan.

In the context of the questions you have posed regarding the propriety of expending CRA trust funds on special event activities presented by the City of Titusville, the language in section 163.362(5)(c), Florida Statutes, must be considered. That provision states "every redevelopment plan shall [c]ontain adequate *safeguards* that the *work of redevelopment* will be carried out *pursuant to the plan*."³ The work of redevelopment...pursuant to the [redevelopment] plan" will necessarily involve the expenditure of CRA redevelopment trust funds. Therefore, the plan must contain "safeguards" assuring that CRA trust funds are spent on the work of "redevelopment," as that term is defined in section 163.340(9),⁴ Florida Statutes. Such "safeguards" must, therefore, restrict expenditures to the following types of "redevelopment" identified in the definition of that term, as set forth in the community redevelopment statute:

- (a) prevention and elimination of blight;
- (b) reduction and prevention of crime;
- (c) provision of affordable housing;
- (d) slum clearance;

³ Section 163.362(5)(c), Florida Statutes

⁴ S.163.340, Florida Statutes:

"(9) Community redevelopment" or "redevelopment" means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area *for the elimination and prevention of the development or spread of slums and blight*, or for the *reduction or prevention of crime*, or for the *provision of affordable housing*, whether for rent or for sale, to residents of low or moderate income, including the elderly, and *may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed*, or *rehabilitation or conservation in a community redevelopment area*, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.



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- (e) rehabilitation and revitalization of economically distressed and deteriorating coastal resort and tourist areas; and
- (f) rehabilitation or conservation of community redevelopment areas⁵

I can find no part of this statute or any other provision in Chapter 163, Part III, relating to community redevelopment, that allows “promotion of redevelopment areas” as an authorized expenditure of CRA tax increment funds.

I therefore conclude that other sources of City revenue should be used to fund grants to special events in the redevelopment area. However, I would note, that the City has indicated it no longer utilizes CRA tax increment on special events, as is evidenced in the excerpt from the September 18, 2017 sent by the City planner, as set forth on page 1 of this memo.

The City has relied upon AGO 2010-40, in which Florida Attorney General, Bill McCollum, reached a different conclusion. In the opinion, the Attorney General correctly stated—though misapplied—the applicable law as follows:

“While the statute specifically states that the use of community redevelopment trust funds is not limited to those purposes enumerated therein, the community redevelopment agency is a statutorily created administrative agency that may only exercise those powers that have been expressly granted by statute or that are necessarily exercised in order to carry out an express power. (FN omitted) Any reasonable doubt as to the lawful existence of a particular power sought to be exercised must be resolved against the exercise thereof. (FN omitted) Moreover, it is well settled that legislative intent is the polestar that guides a court's statutory construction analysis (FN omitted) and would, therefore, limit the expenditures by the community redevelopment agency.”

⁵*Diamond Aircraft Indus., Inc. v. Horowitch*, 107 So. 3d 362, 367 (Fla. 2013) **Legislative intent** is the polestar that guides our analysis regarding the construction and application of the statute. See *Bautista v. State*, 863 So.2d 1180, 1185 (Fla.2003). Our statutory analysis begins with the plain meaning of the actual language of the statute, as we discern **legislative intent** primarily from the text of the statute. See *Heart of Adoptions, Inc. v. J.A.*, 963 So.2d 189, 198 (Fla.2007). If statutory language is “clear and unambiguous and conveys a clear and definite meaning, there is no occasion for resorting to the rules of statutory interpretation and construction; the statute must be given its plain and obvious meaning.” *Holly v. Auld*, 450 So.2d 217, 219 (Fla.1984) (quoting *A.R. Douglass, Inc. v. McRaney*, 102 Fla. 1141, 137 So. 157, 159 (1931)). In instances of an **ambiguity** in statutory language, we may resort to the rules of statutory construction, which permit us to examine the legislative history to aid in our determination regarding **legislative intent**.



BOARD OF COUNTY COMMISSIONERS

However, legislative intent is derived from the wording of the statute. Resort to rules of statutory construction or interpretation are only relevant where the meaning of the statute is ambiguous.⁶ Clearly, the Attorney General's found no ambiguity in the statute, as indicated above and in the following elaboration of the discussion in the above-quoted excerpt:

"The enumerated uses of community redevelopment trust fund moneys are likewise couched in terms of redevelopment activities involving "bricks and mortar," in a manner of speaking, rather than promotional campaigns to encourage people to populate the area once the redevelopment has been accomplished."

Yet, despite the lack of ambiguity in the statute, the Attorney General reaches the incongruous opinion expressed in the remainder of that paragraph:

"However, to read the statute as precluding the promotion of a redeveloped area once the infrastructure has been completed would be narrowly viewing community redevelopment as a static process."

By taking an expansive view of what is in an unambiguous statute, the Attorney General has essentially "read into" the statute a provision that does not exist. Amending the statute is a legislative function—not a function of the Attorney General's Office. As mentioned in previous opinions on this subject, this legislative function was clearly demonstrated in the Legislature's 1998 amendment to the statute, which established "policing innovations"—a non-brick and mortar program—as an authorized use of tax increment funds.

This office, therefore, stands behind its previous opinion that use of tax increment funds for festivals, block parties and special events is not an authorized use under the community redevelopment statutes.

The Titusville Situation

After discussing this opinion with the Titusville City Attorney, it became apparent that the Titusville circumstances may be distinguishable from the Melbourne circumstances for two reasons.

First, though the CRA redevelopment plan includes a policy for the award of Special Events grants using CRA tax increment revenues, as of fiscal year 2016-2017, the City no longer



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provides such grants—as is evidenced by the list of expenditures referenced in the September 18, 2017 letter from the City Planner.

Second, as indicated by the City Attorney, the tax increment amounts expended for special events grants in years prior to 2017, as shown in the September 18 letter, are far-exceeded by the City's tax increment revenues for the same CRA. As the City Attorney pointed out, the City's position would be that the CRA used City tax increment, not County tax increment, to fund the past special events grants.⁷

While even the use of city CRA tax increment revenues for such purposes is unauthorized, the County would arguably not be “injured” if City tax increment was used to fund special events. The County would not likely be deemed to have standing to challenge those expenditures for that reason and for the reason that the Titusville CRA was created prior to the legislative change vesting the County Commission in charter counties with the authority to delegate and rescind CRA powers granted to the City.

⁷ The City of Melbourne may well take the same position if the City tax increment funds in either the Downtown Melbourne CRA or Olde Eau Gallie CRA substantially exceed the County tax increment revenues.



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V.F.3
Attachment



OFFICE OF THE MAYOR

(321) 567-3702

FAX (321) 383-5704

"Gateway to Nature and Space"

www.titusville.com

October 23, 2017

Sent Via Email: D4.Commissioner@BrevardFl.gov

Honorable Curt Smith, Chairman
Brevard County Commission
2725 Judge Fran Jamieson Way
Building C, Suite 214
Viera, FL 32940

Re: Letter received from Commissioner Tobia regarding Titusville CRA

Dear Chairman Smith:

I am writing this letter on behalf of the Titusville City Council in response to a letter sent by Commissioner Tobia to me as Mayor and the City Council, dated September 29, 2017, wherein he has personally chosen to malign the integrity of the Titusville Community Redevelopment Board and make demands of the City Council without justification and, it appears, without the knowledge or support of the Board of County Commissioners. It is our understanding that Commissioner Tobia now has included a last minute "add-on" to the County Commission agenda regarding expenditures by the Titusville CRA and we would like the Commission to consider the following information during your discussion.

The City of Titusville is extremely proud of the redevelopment work undertaken by the CRA Board and its efforts to rehabilitate and revitalize Titusville's downtown redevelopment area. As you are probably well aware, North Brevard was hit particularly hard as a result of the decline of the Space industry and the need for rehabilitation and redevelopment of the City's downtown area was imperative. The ability to promote and draw people to the downtown area was critical to its revitalization and, quite frankly, its survival. To that end, Titusville's community redevelopment funds have been spent in accordance with the Community Redevelopment Plan, the Community Redevelopment Act of 1969, Part II, Chapter 163, *Florida Statutes*, and the opinions issued by the Florida Attorney General's Office.

Section 163.387, *Florida Statutes*, provides that funds allocated to and deposited into the redevelopment fund shall be used by a community redevelopment agency to finance any community redevelopment it undertakes pursuant to the approved redevelopment plan. The City of Titusville Community Redevelopment Plan clearly states an intent to support special events within the downtown area and these events were specifically intended to help redevelop and revitalize the area.

In 2008, the Community Redevelopment Agency amended its community redevelopment plan to include the ability to support events that would specifically promote the use of the downtown area. This amendment to the Plan was implemented through the statutorily prescribed process, and Brevard County was provided notice of this amendment together with a copy of the Plan by certified mail several times over the past years. In addition to providing the County Commission with a copy of the CRA Plan expressly stating the CRA Board's intent to revitalize the community redevelopment area through promotional events, the County was provided a copy of the CRA budget detailing those expenditures. At no time did the Board of County

Commissioners, County Staff, County Manager, or the County Attorney's Office ever question the contents of the Plan, nor the manner in which the CRA funds were spent pursuant to that Plan.

The Titusville CRA has been very transparent in its operations and has been careful to comply with the procedures and processes as mandated by the Redevelopment Act. Each budgeted item has been evaluated by the CRA Board to determine its consistency with the Redevelopment Plan and compliance with the law as verified by opinions issued by the Florida Attorney General's office, which clearly supports the use of CRA funds to promote a redevelopment area. The Board and CRA staff is in constant dialogue with the Florida Redevelopment Agency which includes CRA plan reviews, training seminars, and on-site visits to ensure that its operations and expenditures are appropriate.

The Florida Attorney General's Office has consistently found that promoting the use of a redevelopment area is within the purposes of the Community Redevelopment Act of 1969, stating, "...to read the statute as precluding the promotion of a redevelopment area once the infrastructure has been completed would be narrowly viewing community redevelopment as a statue process." (AGO 2010-40). In confirming the opinion issued to the City of Sanford in AGO 2010-40, the Florida Attorney General issued an opinion to Senator Joseph Abruzzo stating "This office continues to consider promoting the use of a redevelopment area to be within the purposes of the Community Redevelopment Act of 1969."

The Titusville Downtown CRA has only utilized a very small percentage of tax increment funds to promote the CRA area. The total amount of funds spent by the CRA in any given year was only approximately 5% of the City's total portion of the tax increment revenues. The City's portion of the total tax increment greatly exceeds that of the County on an annual basis and therefore it would be incorrect to assume that any County tax increment was ever utilized to fund promotional events. As stated by the County Attorney in his Memorandum dated October 3, 2017, "...the County would arguably not be "injured" if City tax increment was used to fund special events. The County would not likely be deemed to have standing to challenge those expenditures for that reason and for the reason that the Titusville CRA was created prior to the legislative change vesting the County Commission in charter counties with the authority to delegate and rescind CRA powers granted to the City."

Accordingly, the Titusville City Council does not agree with Commissioner Tobia's demand for repayment and has no intention to cease the operations or dissolve the Titusville CRA.

I would like to emphasize that the City of Titusville has enjoyed a very good and productive relationship with the County over many years, and the Titusville City Council looks forward to continue working together to help the City of Titusville, North Brevard and Brevard County thrive.

Respectfully yours,



Walt Johnson, Mayor

C: Rita Pritchett, County Commissioner, District 1
Frank Abbate, Brevard County Manager
Scott Knox, Brevard County Attorney

Enclosure: John Tobias Brevard County Commissioner, District 3, Letter dated September 29, 2017

COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Rd. NE

Suite 4

Palm Bay, Florida 32905

John.Tobia@Brevardfl.gov

Mayor Walt Johnson
P.O. Box 2806, (32781-2806)
555 S. Washington Avenue
Titusville, FL 32796

Received
OCT 10 2017
City Manager's Office

September 29, 2017

My office has compiled information, through public records, that approximately \$120,123 was misappropriated by the Titusville Community Redevelopment Agency ("CRA") between 2013 and 2016. The CRA used TIF revenue to fund festivals such as the Rotary Chili Cook-Off, Food Truck Wars, and Friday Nite Live. Of this \$120,123, approximately \$54,055 was derived from County TIF revenue, based on the proportion of revenues the CRA receives from various sources.

These expenditures are extraordinarily egregious. According to the Brevard County Attorney, Scott Knox, who issued a formal opinion on this matter (attached), Chapter 163, Part III, of Florida Statutes makes plain what expenditures are proper. Not surprisingly, he "find[s] nothing among those listed elements that remotely suggest that special events such as festivals, cook-outs, Veteran's parades or other special events are an authorized element of a redevelopment plan."

There are two possible explanations for these appropriations. Either the CRA Board has intentionally misappropriated funds, or it has been careless with precious resources. Regardless, I demand that the County be made whole; \$54,055, as well as any other unlawful expenditures that are identified after a thorough review, shall immediately be returned to the County with revenues derived from municipal TIF revenue or other lawful municipal sources. To be clear, the County must not be repaid with its own portion of TIF revenue.

Upon repayment for the unlawful use of County revenue, I insist that the Titusville CRA immediately cease operations and dissolve.

I trust that you will agree with these requirements, as there is no excuse for the recklessness, at minimum, which has led to the aforementioned expenditures that were

so glaringly improper. In light of the budgetary constraints that the County is facing, it is the only course of action that will put us on the path to regain the public trust that has been repeatedly violated by this agency.

Sincerely,



John Tobia

County Commissioner, District 3

CC:

Timothy Ford

Vice-Mayor Matt Barringer

Councilwoman Sarah Stoeckel

Councilman Dan Diesel

Councilwoman Jo Lynn Nelson ✓

1. Legal use of funds for a CRA to use on festival?

- a. The CRA in Sanford was questioned on CRA use of funds for festivals and items that promoted population into the downtown.
 - i. **Attorney General Opinion 2010-40: Bill McCollum Attorney General**
 1. I would note that the Redevelopment Plan and Finding of Necessity for the Lake Monroe Waterfront and Downtown Sanford Redevelopment Area contains a "Promotional Marketing" component, recognizing the importance of funding for events, advertising and marketing to bring people to the redevelopment area." "Therefore, ultimately, it is a decision for the governing body of the City of Sanford to determine whether promotional expenditures may be included in the SCRA budget.
 2. "However, to read the statute as precluding the promotion of a redeveloped area once the infrastructure has been completed would be narrowly viewing community redevelopment as a static process>' "I cannot say that the use of community redevelopment funds would be so limited that the expenditure of funds for the promotion of the a redeveloped area would be prohibited." Bill McCollum Attorney General
- b. March 11, 2014 In a response to Senator Joseph Abruzzo who again questioned the legality of the use of these funds for Delray Beach Community
 - i. **Redevelopment Agency Attorney General (Pam Bondi)** No substantive changes that would change their conclusion in opinion 2010-40. Attorney General Opinion continues to consider promoting the use of a redeveloped area to be within the purposes of the Community Redevelopment Act of 1969.
- c. Carol Westmoreland, Executive Director of Florida Redevelopment Association
Travels and educate CRAs on procedure in her training presentation *it is Ok Market/direct funding events.*
- d. Gray Robinson attorneys at law Gray Robinson – ABC's of CRA's
 - i. • **Question to AG:** May a CRA expend funds for festivals or street parties designed to promote tourism and economic development, advertisements for such events, grants to entities which promote tourism and economic development, and grants to non-profit entities providing socially beneficial programs?
 - ii. • **AG Answer:** I cannot say that the use of community redevelopment funds would be so limited that the expenditure of funds for the promotion of a redeveloped area would be prohibited. However, grants to entities which promote tourism and economic development, as well as to nonprofits providing socially beneficial programs would appear outside the scope of the community redevelopment act
 - If a CRA's plan specifically provides for such expenditures and activities then a CRA may, upon making express finding that the contract for the appropriation and expenditure for the activity furthers the purposes of the Act and is necessary to carry out the redevelopment program, spend funds on activities, events, and promotion. Special events, marketing material, advertising and other such non-capital expenditure have frequently been used as a means to carry out redevelopment.

2. City of Titusville's Community Redevelopment Agency

Amended redevelopment plan in 2008 to include events that would specifically promote the use of the downtown area. **Brevard County was provided notice of the amendment with a copy of the plan in 2008, 2011, 2012, and 2015 and the budget detailing the expenditures. The expenditures were not questioned by the county.**

Event Sponsorship and Marketing

The Downtown Community Redevelopment Agency has created a Special Events Grant program to support special events within the downtown area that are consistent with activities authorized by the Community Redevelopment Act. The events are intended to revitalize the area by increasing pedestrian traffic, provide opportunities for downtown merchants to attract new business, and provide visibility for vacant retail and restaurant space. The grant program began in 2012, and is anticipated to become more competitive as the program matures. It is also the intent of the CRA that the grant program assists special events to become self-sustaining after a number of years to permit funds to be utilized to establish other events or to be utilized for capital projects.

The CRA should consider other programs to market vacant buildings and existing businesses. For example, contests to attract entrepreneurs, encouraging pop-up stores and incubators are programs that are worthy of funding consideration by the CRA.

3. Richard Broome City of Titusville

- a. Legality – It has been in the CRA Plan since 2008 – Must be in accordance with a CRA plan.
- b. The County was provided a copy of the CRA budget detailing those expenditures and at no time has Brevard County Commissioners or staff questioned the CRA's plan or expenditures relative to event sponsorship or marketing of the downtown CRA. He cited the Florida Attorney General's office. His opinion is that the expenditures of funds by the city of Titusville's Community redevelopment Agency has met the requirement of Florida Statutes within the scope of the Community Redevelopment Act and in line with the Redevelopment Plan.

4. Scott Knox

- a. After discussing this opinion with the Titusville City Attorney, it became apparent that the Titusville circumstances may be distinguishable from the Melbourne circumstances for two reasons.
 - i. **First**, though the CRA redevelopment *plan includes a policy for the* award of Special Events grants using CRA tax increment revenues, as of fiscal year 2016-2017, the City no longer provides such grants—as is evidenced by the list of expenditures referenced in the September 18, 2017 letter from the City Planner.
 - ii. **Second**, as indicated by the City Attorney, the tax increment amounts expended for special events grants in years prior to 2017, as shown in the September 18 letter, *are far-exceeded by the City's tax increment revenues for the same CRA*. As the City Attorney pointed out, the City's position would be that the CRA used City tax increment, not County tax increment, to fund the past special events grants.¹
- b. While even ***IF*** the use of city CRA tax increment revenues for such purposes is unauthorized, ***the County would arguably not be "injured"*** if City tax increment was used to fund special events. The County would not likely be deemed to have standing to challenge those expenditures for that reason and for the reason that the Titusville CRA was created prior to the legislative change vesting the County Commission in charter counties with the authority to delegate and rescind CRA powers granted to the City.

CRA's: The Basics

2014

Carol Westmoreland, Executive Director Florida Redevelopment Association
cwestmoreland@flcities.com
850-701-3608



AGENDA

- How does redevelopment work?
- What are Community Redevelopment Agencies (CRAs)?
- What can CRAs Do and Not Do?
- What are the “Rules of Engagement”?
- How to be an effective CRA Leader
- What are the Best Practices?

Reasons to Revitalize

- Restore “Blighted” Area defined in statute
- Create Clean and Safe Places,
- Reduce Crime
- Economic Development
- Housing
- Streetscapes/Infrastructure
- Historic Buildings/Resources
- Retain/Recruit Business
- Enhance Parks/Recreation
- Reverse Declining Tax Bases

Reasons to Revitalize

- Restore “Blighted” Area defined in statute
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What is a CRA? Area or Agency?

- **Dependent Special District**
- **Appointed Board Members**
- **One Community Redevelopment Agency (Board) per jurisdiction**
- **Except in Charter Counties over 1.6 million people**
- **One CRA may have multiple CRA districts**
- **Districts have separate trust funds, accounting, uses, plans**

Long and Short Story

- Redevelopment Act 1969...Chapter 163 Part III, F.S.
- Popular after *State of FL v. Miami Beach* 1980
- Modeled after New York, Michigan and California (FL differs greatly from CA)
- Reaffirmed by FL Supreme Court *Strand v. Escambia County*, 2007
- Home rule increment, CDD, BID, special assessments are all alternatives
- Very few amendments or case law
- 214 CRAs today in Florida
- More districts than that total

Isn't it really all about....?

- **\$\$\$ Money**
- **😊 People**
- **😞 Taxes**
- **"Give Aways" to developers**
- **Having say so over how areas develop**
- **Politics**
- **Public-Private Partnerships**
- **Increased services for residents**

Mission: Eradicate Blight*

- ➡ Area of declining health/safety/welfare
- ➡ Crime/social/housing issues – not safe
- ➡ Decline of businesses/residences
- ➡ Preserve and enhance the tax base
- ➡ Land use issues: layout, parcels, assembly
- ➡ Traffic problems
- ➡ Flooding/hazards/contamination
- ➡ *Not Webster's definition - when U C it....

Powers of Redevelopment (City, County and/or CRA)

- 163.345 Encouragement of private enterprise
- 163.358 Exercise of powers in carrying out redevelopment
- 163.360 CR Plans and private enterprise
- 163.370 Powers; counties/municipalities; CRAs
- 163.380 Disposal of Real Property
- 163.400 Cooperation by public bodies
- 163.410 Exercise of powers, charter counties
- 163.415 Exercise of powers, non-charter counties

City/County Creates CRA

1. Approves doing a blight* finding
2. Prepares “Finding of Necessity” (adopts)
3. Establishes CRA Board (adopts)
4. Writes Redevelopment Plan (land planning agency reviews) (adopts)
5. Trust Fund is created (adopts)

* Blight is defined by statute. Adoptions may be by resolution. Time frame for creation is typically one year.

Intergovernmental

- No state approval required, but statutory *reporting requirements*
- Charter counties “*delegate*”, veto powers
- Non-charter counties can’t delegate or veto
- But charter & non-charter can challenge
- State not involved in creation or administration
- But state JLAC is the appeals body
- Auditor General can audit anytime they wish
- Counties have different authority to audit

What Does Governing Body Do?

- ➡ County/city has all powers necessary or convenient to carry out and effectuate statute
- ➡ County/city delegates powers to the CRA Board
- ➡ Exclusive to governing body:
 - Determination of area slum or blighted
 - Final approval of CRA plans/modifications
 - Issuance of revenue bonds
 - Acquisition, demolition, removal, disposal of property
 - Liability for loss
 - Approval of community policing innovations
- ➡ ~~The power of eminent domain.~~

Who is the CRA Board?

- ➡ Elected 97%, or can be appointed
- ➡ Interlocal agreement may include representatives of other taxing authorities
- ➡ If governing body is only 5 members then it can be governing body + 2 appointed
- ➡ Chair and Vice Chair of the CRA designated by governing body (not the CRA Board)

What Does the CRA Do?

- **Prepare annual CRA budget for city/co.**
- **Annual strategic planning session**
- **Identify funding and program priorities**
- **Proposes plan amendments/modifications**
- **Allocates trust fund monies**
- **Receives and reviews state reports**
- **Directs staff, public input, visioning, etc.**
- **Can sign contracts, consultants, etc.**
- **Carries out/Implements redevelopment plan**

How a CRA Operates

- Meets quarterly
- Separate minutes, notices, meetings
- Special and separate redevelopment plan
- Separate projects v. city comp plan projects
- Separate trust funds if multiple districts
- Major Fund in city CAFR/audit
- Component unit of city/co. audit
- May do separate audit
- Separate legal entity – check E/O insurance

The Deal with the Private Sector

- Statutes/case law encourages public \$\$ with private enterprise
- All local tax dollars so “increment envy” occurs
- Diverse groups may vastly differ on how to use \$\$
- Look out for mission drift: lack of vision/leadership/buy-in
- You are and will be held responsible, so go slowly
- Public does not understand – so splain it plainly!
- Constitution supports CRAs
- Investment is not give-away
- Incentives – what is expected ROI? Record the answer.
- Time is MONEY for both sectors

What Can City/CRA Board do?

- **Contracts**
- **Code enforcement of property in the CRA area;**
- **Acquisition of real property and improvements (mortgage, pledge, hold, purchase, lease, insure);**
- **Demolition, removal, installation, repair, rehabilitation, construction;**
- **Hotels in support of convention centers;**
- **Disposition of real property/repair/rehabilitation of buildings, air rights;**
- **Housing, utilities, parking, parks and playgrounds;**
- **Public improvements, grants, loans, debt;**
- **Solicitation of proposals, invest funds, redeem bonds;**
- **Appraisals, surveys, plans, code enforcement, weatherization, disaster mitigation**
- **Vacate streets, develop community policing innovations**

163.370(3) The following projects may not be paid for or financed by increment revenues:

- Construction/expansion of administrative buildings for public bodies, police or fire
- Exception: Each taxing authority agrees to it
- Exception: Construction or expansion is part of community policing innovation
- Capital improvements/projects that were on a previously approved public capital improvement (overall city CIP) schedule or plan
- Unless such projects or improvements were removed from the list three or more years ago.
- General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan.
- **THEME:** CRAs are not “special project” funds to be used when revenues are not available in GR or other recurring funds.

Redevelopment Plan = Blueprint

- Put everything you might want to do in the plan.
- Even if it is in the plan, does not need to be done.
- If program/project is NOT in Plan it CANNOT be undertaken.
- Include only projects in the CR area/boundaries.
- *Must be consistent with other city or county land plans*
- Be ready to point to where outlined in the plan
- Update the plan every five years = best practice
- Post redevelopment plan and agendas online
- Tie in budget and expenditures to plan language
- Good record keeping/paper trail will pay off

What is the Trust Fund?

- “Tax Increment Financing” or “TIF”
- Contributed by cities, counties, certain districts
- Not school boards, water or library districts
- Increases in taxable value from year of creation
- May include sales taxes, utility fees, donations, loans
- Goal: leverage with private money
- Technically not ad valorem tax – “amount equal to”
- Miami Beach 1980 and Strand case 2007
- 95% is most common amount that city/county writes the check for...(5% admin fee)
- Different % by inter local agreements

Calculating Increment

- All taxable properties in the CRA
- City/county millage rates apply
- Amount of money from increases in property values X millage rates of county and city between now and base year
- Does not include debt service millage
- Collected for up to 40 years (up to 60 < 2002)
- Charter counties may limit their contributions

OK Trust Fund Expenditures

s.163.387(6), including not limited to:

- Administrative and overhead expenses
- Redevelopment planning, surveys, & financial analysis
- Acquisition of real property in the CRA district
- Clearance/preparation & relocation of occupants
- Repayment of borrowed funds
- All expenses related to bonds/other indebtedness
- Development of affordable housing
- Community policing innovations

OK CRA Expenditures

- Capital Expenditures
- Promotion, Marketing & Events
- Non Profit activities
- Incentives and grants
- Code enforcement
- Land Acquisition
- Cost sharing/allocation for services
- Maintenance and Repair of CRA built projects

OK Admin/Overhead Expenses

- ▶ Executive Director
- ▶ Technical experts
- ▶ Educational/Professional Development
- ▶ Other such agents & employees as required
- ▶ Counsel and legal staff

What CRAs are not OK to Pay For (s.163.370)

- Construction / expansion administrative buildings for public bodies/police/fire facilities
- *Publicly owned capital improvements* if scheduled in city or county capital improvement plan until removed from schedule or plan and 3 years have elapsed.
- General government operating expenses unrelated to the planning & carrying out of a community redevelopment plan

Other Things CRAs Can't Pay For

- Activities/projects not covered in plan
- Board Members/Commissioners payment for service as CRA Board member
- Project or program outside of the development area
- Exceptions by interlocal agreement

Be Careful With...

- Market/direct funding events (AG-2010-40)
- Funding non-profits (AG-2010-40)
- Substitution of CRA funding for city/county duties/projects done previously by them
- Maintenance and repair of city property/projects
- Community Policing – details, details
- Reimbursement to city/county for expenses (Auditor General 2006)
- GASB requirements

Not allowed by statute...

163.370 Any project or program not outlined in the Community Redevelopment Plan (CRP) and not expended in the CRA district

(Even if the statute authorizes it!)

All throughout the statute, it says do not spend CRA money unless the expenditure is in the plan and within the CRA boundaries.

Interlocal Agreements

- ▶ 163.387 (3)(b)
- ▶ Alternate provisions contained in an interlocal agreement between a taxing authority and the governing body....
- ▶ May supersede the provisions of this section with respect to that taxing authority
- ▶ The CRA *may* be an additional party to the agreement

Reporting Requirements

1. Send CRA budget to governing body and web post 2 days prior/30 days after (*Sept/Oct*)
2. Annual filing \$175 to Florida Special District Office in DEO (*Oct*)
3. CRA annual report to citizens (*March 31*)
4. Audit as major fund, send to each taxing authority and Auditor General (*June 30*)
5. Include CRA as major fund in annual financial report (*AFR/CAFR*) of governing body (*Dec*)

5) Audit - Drill Downs

Annual audit of trust fund – F.S. 163.387(8)

- ✓ Auditor opinion on CRA Trust Fund: a) separate audit; b) inclusion of CRA in the local governing authority's audit as a Major Fund; or c) inclusion of CRA in the local governing authority's audit as a "non-major fund with separate audit opinion"
- ✓ Audit report must include: a) amount/source of trust fund deposits; b) purpose of trust fund withdrawals; c) principal and interest paid on any indebtedness to which increment is pledged; d) remaining debt to which increment is pledged; and e) proof it was sent to every taxing authority who levies taxes within boundaries

Annual audit financial report - F.S 218.39

- ✓ Also states CRAs (special districts) w specified revenue or expenditure thresholds must provide for an annual financial audit. A dependent district (CRA) may provide for a financial audit by being included in the audit of local government upon which it is dependent. i.e., as a "component unit".

More Detail on Other Four Reports

1) Proposed budget – F.S. 189.418

2) October filing fee to DEO – F.S. 189.418(1)

3) Annual financial report (AFR) – F.S. 218.32

(Sent to FL Dept Financial Services by city or county and must include the CRA's major fund info)

4) March 31 annual report – F.S. 163.356(3)(c)

(CRA creates and makes report available re its activities for the prior fiscal year. Must notice in newspaper that report is available. Must include complete financial statements w assets, liabilities, income, and operating expenses.)

Telling Your Story

- *People* love and respond to a *good* story
- Numbers are just half
- Don't wait for the inquiries to come
- Communicate at each step - frame issue simply
- Plan communication who/what/how/when
- When in doubt, it is all public
- Transparency totally
- Reporting = communicating = support

Amending the Redevelopment Plan

- Changes to boundaries, terms, language, trust fund, board composition, etc. all are amendments
- Almost identical to creation process
- Governing body amends, CRA board recommends
- Governing body notices all taxing entities w millage in CRA
- Full set of public hearings
- Finding of Necessity adopted for new or expanded area
- Local planning agency/charter county reviews/approves changes

\$\$ End of the Fiscal Year

Funds left in the Redevelopment Trust Fund on the last day of the Fiscal Year shall be:

- Returned to the taxing authorities
- Used to reduce debt
- Deposited in an escrow account for reducing debt later
- Appropriated to a specific project contained in the Redevelopment Plan that will be completed within three (3) years
- No traditional “carryover” into the next fiscal year – also no “undesignated fund balance”

***Indeed, it has been said that democracy
is the worst form of government except
all those other forms that have been
tried from time to time.***

-- Winston Churchill

The Rules

- **Open Meetings**
- **Open Records**
- **Ethics**
- **Quasi-judicial**
- **Legal guidance when in doubt**
- **Conflicts of Interest**
- **Doing Business with One's Agency**
- **1% rule**

CRA: What do our citizens gain?

- Empowerment for businesses, neighborhoods
- Public say so is built into plan creation
- Transparent way to attract private \$\$
- Stopping deterioration brings up neighboring areas
- CRA attracts many public and private \$\$
- Sustainable tax base for all of city
- Elimination of drain on government services
- Investment for future
- Without this investment, what will happen?
- Finite and focused process

What Does the Private Sector Gain?

- Predictability
- Consistency
- Recurring and Long Term Funding
- Return on Investment (ROI)
- Successful leveraging of their money
- Agreements that outlast election cycles
- Clear and Comprehensive Planning for their \$\$
- Defined, limited and strategic commitment

Redevelopment = Contact Sport

- Know Your Market(s)
- Market, ROI, Feasibility Studies = best practice
- Understand how investors measure ROI
- Adjust the imbalance between cost/revenues
- How do lenders evaluate your CRA risk?
- Lenders have their “CRA” responsibilities
- Meet w lenders personally, invite them to tour
- CRAs are usually secondary pledges for repay
- Bonding may be coming back as option

Do you have your “sound bite”?

“CRAs use increases in taxable values, for a limited period of time within a deteriorating area, to transform those areas into one that again contributes to the overall health of the community.”

How to be a 'CRA Leader'

- ➡ Do your homework - *www.redevelopment.net*
- ➡ Seek input from citizens, businesses/build consensus
- ➡ Adopt shared vision and personal commitment
- ➡ Explain '*Who, What, When, Where & Why*' as many times as necessary
- ➡ Get out of the way – steer don't row
- ➡ Work for redevelopment success, not credit

Homework: *Things to Know*

- History of your CRA
- What has been accomplished?
- What are the current projects?
- What programs does the CRA offer?
- What's in the plan? Read it in entirety (really!)
- How much money is in the trust fund now?
- How much does the county v. city contribute?
- How much longer has the CRA to operate?
- When was the last time the plan was amended?

Successful CRAs

- Leadership
- Stay on course or officially change it
- Partnerships – county (number one) and businesses, chambers, economic development councils, lenders, Main Streets, Enterprise FL, DEO, non-profits, regional health, volunteers, charities, universities, faith based, support organizations, etc.
- Community support and trust is all that
- Patience and compromise to move forward
- “Open” for business and focused on people

Building Consensus

- Use experts, universities, students
- Develop innovative and creative ways to gather opinions/data and post them
- Did you understand “what they just said”?
CRAs are unlike anything else in Florida – complicated - ask questions
- You can over think it: timing can be a factor
- Easy and clear measures progress/success
- Implement simple/effective communication system for CRA reports, activities

Best Practices

- ➡ Be realistic on what can be done - **bold in goal setting**
- ➡ Keep the plan and budget front & center
- ➡ Understand/mitigate private sector profit needs
- ➡ Annotate CRA budget to tell the \$\$\$ story
- ➡ Understand project development cycle(s)
- ➡ Ask questions all the time
- ➡ If you don't understand, how will citizens?

Best Practices

- Use MOUs to clarify expectations/deadlines
- Use service agreements w CRA and city
- Value training for and experience in staff
- Get professional references for RFPs and contracts
- Ask questions re: your fiduciary responsibilities
- With current economy, demand “value added”
- Widely disseminate reports and good news
- Public wants real success stories w real people

Best Practices

- **CRA mission statement (e.g.) “we will do our job so well the CRA will be out of business in 10 years..”**
- **Is zoning or variances a problem?**
- **Work plan, plan work – bite sized**
- **One person who can speak for CRA**
- **Create positive “buzz” in the district**
- **Review codes for conflicts w CRA plan**

Best Practices

- ▶ **Hold CRA meetings before commission meetings**
- ▶ **Consider joint procedures for CRA and city, e.g.. personnel policies, purchasing**
- ▶ **Carefully monitor CRA contracts**
- ▶ **Use legal counsel - pay now or more later?**
- ▶ **Dialogue, not monologue**

The Future . . .

- **Inter local agreements may be used more to outline who pays for what, when, how and why**
- **We are forever fighting legislative attacks on powers of CRAs – FRA has strong legislative advocacy - any changes to the redevelopment act should empower, not limit. If you hear of anything locally, let us know.**
- **Some counties in FL seeking to limit their contributions for city CRAs – counties can be great partners, but they may need communication and negotiation**

FRA is Here for You

www.redevelopment.net

- **Advocacy / Legislative**
- **Speakers Bureau**
- **Daily News Clips**
- **Social Sphere**
- **Technical Assistance**
- **Professional Development and Training**
- **Annual conference Miami October 7-10, 2014**

Resources

- Special District Information floridajobs.org
Jack Gaskins Jr., (850) 717-8430
- FRA...reddevelopment.net
- International Downtown Association ida.org
- International Council of Shopping Centers icsc.org
- Urban Land Institute uli.org
- Florida Brownfield Association fba.org
- Florida League of Cities flcities.com
- Florida Association of Counties flcounties.com
- Greater Fort Lauderdale Alliance gflalliance.org
- Economic Development Palm Beach County
economiccouncilpbc.org
- Florida Chapter of the American Planning Association
floridaplanning.org



www.redevelopment.net

Carol Westmoreland, Executive Director

850.701.3608

cwestmoreland@flcities.com

Jan Piland, Executive Assistant

jpiland@flcities.com

**TITUSVILLE COMMUNITY DEVELOPMENT AGENCY
EVENT EXPENDITURES**

Fiscal Year	Event Funding	City TIF	County TIF
FY17	\$0	\$503,281	\$289,586
FY16	\$30,327	\$486,526	\$280,157
FY15	\$42,749	\$442,925	\$269,287
FY14	\$29,800	\$437,745	\$265,156
FY13	\$19,223	\$373,927	\$257,562
Total	\$122,099	\$2,244,404	\$1,361,748

$\$122,099 / \$2,244,404 = 5.4\%$ of City Revenues

$\$122,099 / \$3,606,152 = 3.4\%$ of Total TIF Revenues



**CITY OF TITUSVILLE
FY2018 PROPOSED BUDGET**

REVENUE SUMMARY BY SOURCE

FUND: 104- CRA

	FY 2015 ACTUAL	FY2016 ACTUAL	FY 2017 REVISED BUDGET	% OF REVISED BUDGET	FY2018 PROPOSED BUDGET	% OF PROPOSED BUDGET	% CHANGE FY 2017 to FY 2018
PROPERTY TAXES							
311.50-01 TAX INCREMENT - BREVARD COUNTY	269,287	280,157	289,586	36.52%	301,924	35.17%	4.26%
311.50-03 TAX INCREMENT - CITY OF TITUSVILLE	442,925	486,526	503,281	63.48%	556,434	64.83%	10.56%
TOTAL - PROPERTY TAXES	\$712,212	\$766,683	\$792,867	82.60%	\$858,358	100.00%	8.26%
INVESTMENT EARNINGS							
361.15-10 INTEREST ON INVESTMENTS - CUSTODIAL INTEREST - PE	776	6,357	-	-	-	-	-
361.15-50 INTEREST ON INVESTMENTS - SHORT TERM	0	-	-	-	-	-	-
361.30-00 NET INC/DEC MARKET VALUE	9,091	(1,253)	-	-	-	-	-
TOTAL - INVESTMENT EARNINGS	\$9,867	\$5,105	-	-	-	-	-
PRIOR YEAR APPROPRIATIONS							
389.11-04 PRIOR YEAR APPROPRIATION - RESTRICTED	-	-	165,814	100.00%	-	-	(100.00%)
TOTAL - PRIOR YEAR APPROPRIATIONS	-	-	\$165,814	17.27%	-	-	100.00%
INTERFUND TRANSFERS IN							
381.13-04 TRANSFER FROM - CRA CAPITAL PROJECTS	66,857	-	1,229	100.00%	-	-	(100.00%)
TOTAL - INTERFUND TRANSFERS IN	\$66,857	-	\$1,229	0.13%	-	-	100.00%
TOTAL FUND: 104 - CRA	\$788,936	\$771,788	\$959,910	100.00%	\$858,358	100.00%	(10.58%)



**CITY OF TITUSVILLE
FY 2016 ADOPTED BUDGET**

REVENUE SUMMARY BY SOURCE

FUND: 104- CRA

	FY 2013 ACTUAL	FY2014 ACTUAL	FY 2015 REVISED BUDGET	% OF REVISED BUDGET	FY2016 ADOPTED BUDGET	% OF PROPOSED BUDGET	% CHANGE FY 2015 to FY 2016
PROPERTY TAXES							
311.50-01 TAX INCREMENT - BREVARD COUNTY	257,562	265,156	269,740	37.86%	269,740	35.67%	-
311.50-03 TAX INCREMENT - CITY OF TITUSVILLE	373,927	434,745	442,753	62.14%	486,526	64.33%	9.89%
TOTAL - PROPERTY TAXES	\$631,489	\$699,901	\$712,493	86.47%	\$756,266	85.76%	6.14%
INVESTMENT EARNINGS							
361.10-00 INTEREST - OPERATING	2	-	-	-	-	-	-
361.15-10 INTEREST ON INVESTMENTS - CUSTODIAL INTEREST - PE	2,284	3,113	-	-	-	-	-
361.15-50 INTEREST ON INVESTMENTS - SHORT TERM	0	0	-	-	-	-	-
361.30-00 NET INC/DEC MARKET VALUE	0	(6,051)	-	-	-	-	-
TOTAL - INVESTMENT EARNINGS	\$2,286	(\$2,938)	-	-	-	-	-
PRIOR YEAR APPROPRIATIONS							
389.11-04 PRIOR YEAR APPROPRIATION - RESTRICTED	-	-	111,514	100.00%	125,574	100.00%	12.61%
TOTAL - PRIOR YEAR APPROPRIATIONS	-	-	\$111,514	13.53%	\$125,574	14.24%	12.61%
MISCELLANEOUS REVENUES							
369.90-00 MISCELLANEOUS REVENUE	2,214	231	-	-	-	-	-
TOTAL - MISCELLANEOUS REVENUES	\$2,214	\$231	-	-	-	-	-
TOTAL FUND: 104 - CRA	\$635,989	\$697,194	\$824,007	100.00%	\$881,840	100.00%	7.02%

City of Titusville

"Gateway to Nature & Space"

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



Planning & Growth Management
(321)-567-3778
Fax (321)-383-5700
www.titusville.com

September 18, 2017

Brevard County Commissioner John Tobia, District 3
2539 Palm Bay Road, NE Ste. 4
Palm Bay, FL 32905

Via John.Tobia@Brevardfl.gov

Commissioner Tobia,

This letter is per your request for information regarding the expenditures for parades and or festivals (special events) paid to private businesses and organizations with CRA funds to pay for such special events either in whole or in part for the past five (5) years. This letter was received electronically at 2:41 pm on September 7, 2017. Please find the amounts expended listed below by fiscal year along with the list of events and grantees.

FY 17 - \$0 (The CRA Special Events Grants Program was discontinued.)

FY 16 - \$30,327 (Funds were limited to \$3,635 per event to cover the costs of public services for the event at a maximum per diem rate of \$3,000 for road closure; \$325 for Police/Fire/EMS; and \$325 for restrooms).

The grantees included: Veterans Appreciation Parade (American Legion/Titusville Flag Committee); Art & Algorithms (Greater Titusville Renaissance); Rotary Chili Cook-off (Sunrise Rotary); Let it Snow (Smile Angel Foundation); Friday Nite Live – Monthly Street Events (Downtown Merchants Association); and Lights of Hope (Hope for North Brevard, Inc.).

FY 15 - \$42,749

The grantees included Food Truck Wars (Downtown Merchants Association); Art & Algorithms (Greater Titusville Renaissance); Rotary Chili Cook Off/Max K. Brewer Bridge 5-K Run (Sunrise Rotary); Let it Snow (Smile Angel Foundation); Sea Turtle Festival (Downtown Merchants Association); Friday Nite Live – Monthly Street Events (Downtown Merchants Association); Lights of Hope (Hope for North Brevard, Inc.); and Salute our Veterans Parade (American Legion/Titusville Flag Committee).

FY 14 - \$29,800

The grantees included Rotary Chili Cook Off/Max K. Brewer Bridge 5-K Run (Sunrise Rotary); Let it Snow (Smile Angel Foundation); Sea Turtle Festival (Downtown Merchants Association); Art &

Algorithms (Greater Titusville Renaissance); and Friday Nite Live – Monthly Street Events (Downtown Merchants Association).

FY 13 - \$19,223

Grantees included Rotary Chili Cook Off/Max K. Brewer Bridge 5-K Run (Sunrise Rotary); St. Gabriel's Episcopal Church 125th Anniversary Celebration (St. Gabriel's Church); Indian River Festival (Titusville Chamber of Commerce); Sea Turtle Festival (Downtown Merchants Association).

Sincerely,

A handwritten signature in cursive script that reads "Tim Ford".

Tim Ford
Redevelopment Planner

COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Rd. NE

Suite 4

Palm Bay, Florida 32905

John.Tobia@Brevardfl.gov

Mayor Walt Johnson
P.O. Box 2806, (32781-2806)
555 S. Washington Avenue
Titusville, FL 32796

September 29, 2017

My office has compiled information, through public records, that approximately \$120,123 was misappropriated by the Titusville Community Redevelopment Agency ("CRA") between 2013 and 2016. The CRA used TIF revenue to fund festivals such as the Rotary Chili Cook-Off, Food Truck Wars, and Friday Nite Live. Of this \$120,123, approximately \$54,055 was derived from County TIF revenue, based on the proportion of revenues the CRA receives from various sources.

These expenditures are extraordinarily egregious. According to the Brevard County Attorney, Scott Knox, who issued a formal opinion on this matter (attached), Chapter 163, Part III, of Florida Statutes makes plain what expenditures are proper. Not surprisingly, he "find[s] nothing among those listed elements that remotely suggest that special events such as festivals, cook-outs, Veteran's parades or other special events are an authorized element of a redevelopment plan."

There are two possible explanations for these appropriations. Either the CRA Board has intentionally misappropriated funds, or it has been careless with precious resources. Regardless, I demand that the County be made whole; \$54,055, as well as any other unlawful expenditures that are identified after a thorough review, shall immediately be returned to the County with revenues derived from municipal TIF revenue or other lawful municipal sources. To be clear, the County must not be repaid with its own portion of TIF revenue.

Upon repayment for the unlawful use of County revenue, I insist that the Titusville CRA immediately cease operations and dissolve.

I trust that you will agree with these requirements, as there is no excuse for the recklessness, at minimum, which has led to the aforementioned expenditures that were

so glaringly improper. In light of the budgetary constraints that the County is facing, it is the only course of action that will put us on the path to regain the public trust that has been repeatedly violated by this agency.

Sincerely,

A handwritten signature in dark ink, appearing to read 'John Tobia', written over the word 'Sincerely,'.

John Tobia

County Commissioner, District 3

CC:

Timothy Ford

Vice-Mayor Matt Barringer

Councilwoman Sarah Stoeckel

Councilman Dan Diesel

Councilwoman Jo Lynn Nelson



COPY



555 South Washington Avenue
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Richard C. Bessene, City Attorney
Chelsea A. Bessene, Assistant City Attorney
CityAttorney@titusville.com
Phone: (321) 743-5535
Fax: (321) 335-5534

September 29, 2017

Sent Via Email: Scott.Knox@brevardfl.gov

Mr. Scott Knox, County Attorney
Brevard County Attorney's Office
2725 Judge Fran Jamieson Way
Building C
Viera, FL 32940

**Re: Commissioner Tobia's Public Record Request for Expenditures by
City of Titusville's CRA to Promote its CRA**

Dear Mr. Knox:

In establishing the "Community Redevelopment Act of 1969", the Florida Legislature defined community redevelopment as redevelopment or rehabilitation of a community redevelopment area in accordance with a community redevelopment plan. The legislature further found and declared that the preservation or enhancement of the tax base is essential to a taxing authority's existence and financial health. We are all well aware of the negative impacts caused by the decline of the space industry several years ago, and this further impacted the redevelopment and rehabilitation efforts of the City of Titusville's downtown CRA.

Section 163.387, *Florida Statutes*, provides that funds allocated to and deposited into the redevelopment trust fund shall be used by a community redevelopment agency to finance or refinance any community redevelopment it undertakes pursuant to the approved community redevelopment plan. In an effort to rehabilitate and revitalize the downtown community redevelopment area, in 2008 the Community Redevelopment Agency amended its community redevelopment plan to include events that would specifically promote the use of the downtown area. This amendment to the Plan was implemented through the statutorily prescribed process, and Brevard County was provided notice of this amendment together with a copy of the Plan by certified mail in 2008, 2011, 2012, and 2015.

Mr. Scott Knox, County Attorney
Brevard County Attorney's Office
September 29, 2017
Page Two

In addition to providing the County with a copy of the CRA Plan expressly stating the commission's intent to revitalize the community redevelopment area through promotional events, the County was provided a copy of the CRA budget detailing those expenditures. At no time has Brevard County Commissioners or staff questioned the CRA's plan or expenditures relative to event sponsorship or marketing of the downtown CRA.

The Florida Attorney General's Office has consistently found that promoting the use of a redevelopment area is within the purposes of the Community Redevelopment Act of 1969, stating, "...to read the statute as precluding the promotion of a redevelopment area once the infrastructure has been completed would be narrowly viewing community redevelopment as a statue process." (AGO 2010-40). In confirming the opinion issued to the City of Sanford in AGO 2010-40, the Florida Attorney General issued an opinion to Senator Joseph Abruzzo stating "This office continues to consider promoting the use of a redevelopment area to be within the purposes of the Community Redevelopment Act of 1969."

Accordingly, it is the opinion of this office that the expenditure of funds by the City of Titusville's Community Redevelopment Agency has met the requirement of Florida Statutes, within the scope of the Community Redevelopment Act, and in line with the Redevelopment Plan.

Should you wish to discuss this matter further, please feel free to contact my office.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chelsea A. Farrell".

Chelsea A. Farrell, Esq.
Assistant City Attorney

CAF:man



AGENDA REPORT
October 24, 2017

SUBJECT:

Downtown Titusville CRA Festival Expenses

FISCAL IMPACT:

Approximately \$55,055 of County TIF revenue

DEPT/OFFICE:

District 3

REQUESTED ACTION:

It is requested that the Board discuss its options and consider potential courses of action as it relates to protecting the County's fiscal interests.

SUMMARY EXPLANATION and BACKGROUND:

The Downtown Titusville Community Redevelopment Agency has improperly used approximately \$120,123 of City and County TIF funds for festival expenses such as Food Truck Wars, Saturday Nite Live, and chili cook-offs.

According to the County Attorney's Office, these expenditures are unlawful under Chapter 163, Part III, Florida Statutes.

The Downtown Titusville CRA is expected to receive approximately \$302,928 in County TIF revenue in FY 17-18.

ATTACHMENTS:

Description

- **Downtown Titusville CRA Festival Expenses**
- **County Attorney Opinion**

REVIEWERS:

Department	Reviewer	Action
District 3	Prasad, Billy	Approved



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POST OFFICE BOX 2806 (32781-2806)



OFFICE OF THE MAYOR

(321) 567-3702

FAX (321) 383-5704

"Gateway to Nature and Space"

www.titusville.com

October 23, 2017

Sent Via Email: D4.Commissioner@BrevardFl.gov

Honorable Curt Smith, Chairman
Brevard County Commission
2725 Judge Fran Jamieson Way
Building C, Suite 214
Viera, FL 32940

Re: **Letter received from Commissioner Tobia regarding Titusville CRA**

Dear Chairman Smith:

I am writing this letter on behalf of the Titusville City Council in response to a letter sent by Commissioner Tobia to me as Mayor and the City Council, dated September 29, 2017, wherein he has personally chosen to malign the integrity of the Titusville Community Redevelopment Board and make demands of the City Council without justification and, it appears, without the knowledge or support of the Board of County Commissioners. It is our understanding that Commissioner Tobia now has included a last minute "add-on" to the County Commission agenda regarding expenditures by the Titusville CRA and we would like the Commission to consider the following information during your discussion.

The City of Titusville is extremely proud of the redevelopment work undertaken by the CRA Board and its efforts to rehabilitate and revitalize Titusville's downtown redevelopment area. As you are probably well aware, North Brevard was hit particularly hard as a result of the decline of the Space industry and the need for rehabilitation and redevelopment of the City's downtown area was imperative. The ability to promote and draw people to the downtown area was critical to its revitalization and, quite frankly, its survival. To that end, Titusville's community redevelopment funds have been spent in accordance with the Community Redevelopment Plan, the Community Redevelopment Act of 1969, Part II, Chapter 163, *Florida Statutes*, and the opinions issued by the Florida Attorney General's Office.

Section 163.387, *Florida Statutes*, provides that funds allocated to and deposited into the redevelopment fund shall be used by a community redevelopment agency to finance any community redevelopment it undertakes pursuant to the approved redevelopment plan. The City of Titusville Community Redevelopment Plan clearly states an intent to support special events within the downtown area and these events were specifically intended to help redevelop and revitalize the area.

In 2008, the Community Redevelopment Agency amended its community redevelopment plan to include the ability to support events that would specifically promote the use of the downtown area. This amendment to the Plan was implemented through the statutorily prescribed process, and Brevard County was provided notice of this amendment together with a copy of the Plan by certified mail several times over the past years. In addition to providing the County Commission with a copy of the CRA Plan expressly stating the CRA Board's intent to revitalize the community redevelopment area through promotional events, the County was provided a copy of the CRA budget detailing those expenditures. At no time did the Board of County

Commissioners, County Staff, County Manager, or the County Attorney's Office ever question the contents of the Plan, nor the manner in which the CRA funds were spent pursuant to that Plan.

The Titusville CRA has been very transparent in its operations and has been careful to comply with the procedures and processes as mandated by the Redevelopment Act. Each budgeted item has been evaluated by the CRA Board to determine its consistency with the Redevelopment Plan and compliance with the law as verified by opinions issued by the Florida Attorney General's office, which clearly supports the use of CRA funds to promote a redevelopment area. The Board and CRA staff is in constant dialogue with the Florida Redevelopment Agency which includes CRA plan reviews, training seminars, and on-site visits to ensure that its operations and expenditures are appropriate.

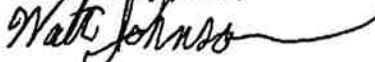
The Florida Attorney General's Office has consistently found that promoting the use of a redevelopment area is within the purposes of the Community Redevelopment Act of 1969, stating, "...to read the statute as precluding the promotion of a redevelopment area once the infrastructure has been completed would be narrowly viewing community redevelopment as a statue process." (AGO 2010-40). In confirming the opinion issued to the City of Sanford in AGO 2010-40, the Florida Attorney General issued an opinion to Senator Joseph Abruzzo stating "This office continues to consider promoting the use of a redevelopment area to be within the purposes of the Community Redevelopment Act of 1969."

The Titusville Downtown CRA has only utilized a very small percentage of tax increment funds to promote the CRA area. The total amount of funds spent by the CRA in any given year was only approximately 5% of the City's total portion of the tax increment revenues. The City's portion of the total tax increment greatly exceeds that of the County on an annual basis and therefore it would be incorrect to assume that any County tax increment was ever utilized to fund promotional events. As stated by the County Attorney in his Memorandum dated October 3, 2017, "...the County would arguably not be "injured" if City tax increment was used to fund special events. The County would not likely be deemed to have standing to challenge those expenditures for that reason and for the reason that the Titusville CRA was created prior to the legislative change vesting the County Commission in charter counties with the authority to delegate and rescind CRA powers granted to the City."

Accordingly, the Titusville City Council does not agree with Commissioner Tobia's demand for repayment and has no intention to cease the operations or dissolve the Titusville CRA.

I would like to emphasize that the City of Titusville has enjoyed a very good and productive relationship with the County over many years, and the Titusville City Council looks forward to continue working together to help the City of Titusville, North Brevard and Brevard County thrive.

Respectfully yours,



Walt Johnson, Mayor

C: Rita Pritchett, County Commissioner, District 1
Frank Abbate, Brevard County Manager
Scott Knox, Brevard County Attorney

Enclosure: John Tobias Brevard County Commissioner, District 3, Letter dated September 29, 2017

COMMISSIONER JOHN TOBIA, DISTRICT 3

2539 Palm Bay Rd. NE

Suite 4

Palm Bay, Florida 32905

John.Tobia@Brevardfl.gov

Mayor Walt Johnson
P.O. Box 2806, (32781-2806)
555 S. Washington Avenue
Titusville, FL 32796

Received
OCT 10 2017
City Manager's Office

September 29, 2017

My office has compiled information, through public records, that approximately \$120,123 was misappropriated by the Titusville Community Redevelopment Agency ("CRA") between 2013 and 2016. The CRA used TIF revenue to fund festivals such as the Rotary Chili Cook-Off, Food Truck Wars, and Friday Nite Live. Of this \$120,123, approximately \$54,055 was derived from County TIF revenue, based on the proportion of revenues the CRA receives from various sources.

These expenditures are extraordinarily egregious. According to the Brevard County Attorney, Scott Knox, who issued a formal opinion on this matter (attached), Chapter 163, Part III, of Florida Statutes makes plain what expenditures are proper. Not surprisingly, he "find[s] nothing among those listed elements that remotely suggest that special events such as festivals, cook-outs, Veteran's parades or other special events are an authorized element of a redevelopment plan."

There are two possible explanations for these appropriations. Either the CRA Board has intentionally misappropriated funds, or it has been careless with precious resources. Regardless, I demand that the County be made whole; \$54,055, as well as any other unlawful expenditures that are identified after a thorough review, shall immediately be returned to the County with revenues derived from municipal TIF revenue or other lawful municipal sources. To be clear, the County must not be repaid with its own portion of TIF revenue.

Upon repayment for the unlawful use of County revenue, I insist that the Titusville CRA immediately cease operations and dissolve.

I trust that you will agree with these requirements, as there is no excuse for the recklessness, at minimum, which has led to the aforementioned expenditures that were

so glaringly improper. In light of the budgetary constraints that the County is facing, it is the only course of action that will put us on the path to regain the public trust that has been repeatedly violated by this agency.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Tobia', written over the printed name.

John Tobia

County Commissioner, District 3

CC:

Timothy Ford

Vice-Mayor Matt Barringer

Councilwoman Sarah Stoeckel

Councilman Dan Diesel

Councilwoman Jo Lynn Nelson ✓

City of Titusville

"Gateway to Nature & Space"

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



Planning & Growth Management
(321)-567-3778
Fax (321)-383-5700
www.titusville.com

September 18, 2017

Brevard County Commissioner John Tobia, District 3
2539 Palm Bay Road, NE Ste. 4
Palm Bay, FL 32905

Via John.Tobia@Brevardfl.gov

Commissioner Tobia,

This letter is per your request for information regarding the expenditures for parades and or festivals (special events) paid to private businesses and organizations with CRA funds to pay for such special events either in whole or in part for the past five (5) years. This letter was received electronically at 2:41 pm on September 7, 2017. Please find the amounts expended listed below by fiscal year along with the list of events and grantees.

FY 17 - \$0 (The CRA Special Events Grants Program was discontinued.)

FY 16 - \$30,327 (Funds were limited to \$3,635 per event to cover the costs of public services for the event at a maximum per diem rate of \$3,000 for road closure; \$325 for Police/Fire/EMS; and \$325 for restrooms).

The grantees included: Veterans Appreciation Parade (American Legion/Titusville Flag Committee); Art & Algorithms (Greater Titusville Renaissance); Rotary Chili Cook-off (Sunrise Rotary); Let it Snow (Smile Angel Foundation); Friday Nite Live – Monthly Street Events (Downtown Merchants Association); and Lights of Hope (Hope for North Brevard, Inc.).

FY 15 - \$42,749

The grantees included Food Truck Wars (Downtown Merchants Association); Art & Algorithms (Greater Titusville Renaissance); Rotary Chili Cook Off/Max K. Brewer Bridge 5-K Run (Sunrise Rotary); Let it Snow (Smile Angel Foundation); Sea Turtle Festival (Downtown Merchants Association); Friday Nite Live – Monthly Street Events (Downtown Merchants Association); Lights of Hope (Hope for North Brevard, Inc.); and Salute our Veterans Parade (American Legion/Titusville Flag Committee).

FY 14 - \$29,800

The grantees included Rotary Chili Cook Off/Max K. Brewer Bridge 5-K Run (Sunrise Rotary); Let it Snow (Smile Angel Foundation); Sea Turtle Festival (Downtown Merchants Association); Art &

Algorithms (Greater Titusville Renaissance); and Friday Nite Live – Monthly Street Events (Downtown Merchants Association).

FY 13 - \$19,223

Grantees included Rotary Chili Cook Off/Max K. Brewer Bridge 5-K Run (Sunrise Rotary); St. Gabriel's Episcopal Church 125th Anniversary Celebration (St. Gabriel's Church); Indian River Festival (Titusville Chamber of Commerce); Sea Turtle Festival (Downtown Merchants Association).

Sincerely,

A handwritten signature in cursive script that reads "Tim Ford".

Tim Ford
Redevelopment Planner



County Attorney's Office
2725 Judge Fran Jamieson Way
Building C, Room 308
Viera, Florida 32940

BOARD OF COUNTY COMMISSIONERS

TO: Hon. Commissioner John Tobia, District 3
FROM: Scott Knox, County Attorney
RE: Titusville Use of CRA funds
DATE: October 3, 2017

Commissioner, you have requested a formal opinion on the issue as to whether certain expenditures of CRA trust funds by the City of Titusville are proper under Part III, of chapter 163, Florida Statutes.

It is my understanding that you have asked the City of Titusville for "information regarding the expenditures for parades and or festivals (special events) paid to private businesses and organizations with CRA funds to pay for such special events either in whole or in part for the past five (5) years."

In response, the city sent a September 18, 2017 letter from planner Tim Ford listing the following expenditures:

FY 17 - \$0 (The CRA Special Events Grants Program was discontinued.)

FY 16 - \$30,327 (Funds were limited to \$3,635 per event to cover the costs of public services for the event at a maximum per diem rate of \$3,000 for road closure; \$325 for Police/Fire/EMS; and \$325 for restrooms).

The grantees included: Veterans Appreciation Parade (American Legion/Titusville Flag Committee); Art & Algorithms (Greater Titusville Renaissance); Rotary Chili Cook-off (Sunrise Rotary); Let it Snow (Smile Angel Foundation); Friday Nite Live - Monthly Street Events (Downtown Merchants Association); and Lights of Hope (Hope for North Brevard, Inc.).

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The apparent support for the City's approval of special events grants on the foregoing list is set forth on page 15 of the City of Titusville "2015 REDEVELOPMENT PLAN SUPPLEMENTAL REPORT"¹ which states:

Event Sponsorship and Marketing

The Downtown Community Redevelopment Agency has created a Special Events Grant program to support special events within the downtown area that are consistent with activities authorized by the Community Redevelopment Act. The events are intended to revitalize the area by increasing pedestrian traffic, provide opportunities for downtown merchants to attract new business, and provide visibility for vacant retail and restaurant space. The grant program began in 2012, and is anticipated to become more competitive as the program matures. It is also the intent of the CRA that the grant program assists special events to become self-sustaining after a number of years to permit funds to be utilized to establish other events or to be utilized for capital projects.

The CRA should consider other programs to market vacant buildings and existing businesses. For example, contests to attract entrepreneurs, encouraging pop-up stores and incubators are programs that are worthy of funding consideration by the CRA.

Indeed, the "Five-Year Capital Improvement and Funding Plan for CRA Projects" set forth in that same document contemplates between \$58,000 and \$60,000 funding for "Special Events," (below) although the text under that heading (below) does not mention special events.

Project Name	FY2016 FY2015- 2016	FY2016- 2017	FY2017- 2018	FY2018- 2019	FY2019- 2020	Total
Park Improvements/ Recreational Facilities		\$50,000	\$50,000	\$50,000	\$50,000	\$200,000
Amtrak Station Community Building	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000
Downtown Stormwater Improvements					\$250,000	\$250,000
Downtown Stormwater Plan			\$100,000			\$100,000
Building Improvements (Facade/Structural)	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Marketing Master Plan Update		\$15,000	\$15,000	\$10,000	\$10,000	\$50,000
Property Acquisition				\$1,000,000		\$1,000,000
Downtown Welcome Center	\$160,000					\$160,000
Special Event Grants	\$58,000	\$58,000	\$60,000	\$60,000	\$60,000	\$294,000
Total	\$328,000	\$253,000	\$365,000	\$520,000	\$334,000	\$1,800,000

(Supplemental Report p.10)

¹ <http://www.titusville.com/Page.asp?NavID=1014>



BOARD OF COUNTY COMMISSIONERS

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Viera, Florida 32940

"Five-Year Capital Improvement and Funding Plan for CRA Projects"

Looking toward the future, the following projects have been identified in the Five Year Capital Improvement Plan (CIP) for the CRA. The CIP timeframe extends from Fiscal Year 2015-2016 to Fiscal Year 2019-2020. In addition to those capital projects identified below, the CRA will also utilize funding to maintain completed CRA projects, including monuments, park improvements, streetscape improvements and other redevelopment projects, as necessary."
(Supplemental Report P.11)

There is one other provision in the Supplemental Report that describes Titusville as a "Trail Town." This provision mentions the need for "additional amenities" for special events.

"With the convergence of these trails, the CRA has established the goal of becoming a "Trail Town", taking advantage of the economic opportunity that an influx of visitors can bring. As the downtown becomes more of a destination for commerce and special events, additional amenities will be needed. These may include additional street furniture, ADA improvements, and other amenities that enhance the functionality of the downtown. The CRA may choose to fund these improvements directly, or contribute funds to public/private partnerships for the funding of needed amenities." (Supplemental Report p. 11)

It is worth noting that this last-mentioned provision in the Supplemental Report identifies physical redevelopment structures or facilities as the "additional amenities" that will support more special events. The significance of this recognition of "additional amenities" as redevelopment, as opposed to the special events such facilities may support, is the City's representation that no grant funds have been released in 2017. That action suggests the City may have concluded that special events, themselves, do not fit within the statutory definition of "redevelopment" upon which tax increment funds can be spent, an issue that will be discussed more fully below.

Analysis

As mentioned in my prior opinion, the critical factor in determining the validity of a CRA trust expenditure is whether an expenditure is made for an *undertaking described in the community redevelopment plan*, as required by section 163.387(6), Florida Statutes, a question that turns on whether or not the City redevelopment plan conforms to the statutory requirements identified in section 163.362, Florida Statutes. In the case of Titusville, it appears that grant funding for special events has been specifically listed in the Supplemental Report comprising an amendment to the CRA plan. Therefore, it is important to know what the Legislature has specifically prescribed as the elements of a community redevelopment plan.

The core substantive requirements for a redevelopment plan are set forth in section 163.362, Florida Statutes, as follows:



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BOARD OF COUNTY COMMISSIONERS

163.362. Contents of community redevelopment plan

Every community redevelopment plan shall:

- (1) Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.
- (2) Show by diagram and in general terms:
 - (a) The approximate amount of open space to be provided and the street layout.
 - (b) Limitations on the type, size, height, number, and proposed use of buildings.
 - (c) The approximate number of dwelling units.
 - (d) Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.
- (3) If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.
- (4) Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.
- (5) *Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.*
- (6) Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.
- (7) Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.
- (8) Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefor.
- (9) Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.²

² The statute also contains the following additional requirements:

(10) Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.

(11) Subsections (1), (3), (4), and (8), as amended by s. 10, chapter 84-356, Laws of Florida, and subsections (9) and (10) do not apply to any governing body of a county or municipality or to a community redevelopment agency if such governing body has approved and adopted a community redevelopment plan pursuant to s. 163.360 before chapter 84-356 became a law; nor do they apply to any governing body of a county or municipality or to a community redevelopment agency if such governing body or agency has adopted an ordinance or resolution authorizing the issuance of any bonds, notes, or other forms of indebtedness to which is pledged increment revenues pursuant only to a community redevelopment plan as approved and adopted before chapter 84-356 became a law.



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Viera, Florida 32940

In determining the required elements of a redevelopment plan, the Legislature used the mandatory "shall" language, not the permissive "shall include" language, the latter of which implies that plan elements other than those identified by the Legislature could also be adopted. The use of "shall" does not give cities or counties the statutory discretion to adopt other, optional elements of a redevelopment plan as, for example, was the case in Chapter 163, Part II, Florida Statutes where optional elements in a comprehensive plan are authorized. Instead, the Legislature chose to adopt a specific list of elements that are to comprise the redevelopment plan. I find nothing among those listed elements that remotely suggest that special events such as festivals, cook-outs, Veteran's parades or other special events are an authorized element of a redevelopment plan.

In the context of the questions you have posed regarding the propriety of expending CRA trust funds on special event activities presented by the City of Titusville, the language in section 163.362(5)(c), Florida Statutes, must be considered. That provision states "every redevelopment plan shall [c]ontain adequate *safeguards* that the *work of redevelopment* will be carried out *pursuant to the plan*."³ The work of redevelopment...pursuant to the [redevelopment] plan" will necessarily involve the expenditure of CRA redevelopment trust funds. Therefore, the plan must contain "safeguards" assuring that CRA trust funds are spent on the work of "redevelopment," as that term is defined in section 163.340(9),⁴ Florida Statutes. Such "safeguards" must, therefore, restrict expenditures to the following types of "redevelopment" identified in the definition of that term, as set forth in the community redevelopment statute:

- (a) prevention and elimination of blight;
- (b) reduction and prevention of crime;
- (c) provision of affordable housing;
- (d) slum clearance;

³ Section 163.362(5)(c), Florida Statutes

⁴ S.163.340, Florida Statutes:

"(9) Community redevelopment" or "redevelopment" means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area *for the elimination and prevention of the development or spread of slums and blight*, or for the *reduction or prevention of crime*, or for the *provision of affordable housing*, whether for rent or for sale, to residents of low or moderate income, including the elderly, and *may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area*, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.



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- (e) rehabilitation and revitalization of economically distressed and deteriorating coastal resort and tourist areas; and
- (f) rehabilitation or conservation of community redevelopment areas⁵

I can find no part of this statute or any other provision in Chapter 163, Part III, relating to community redevelopment, that allows “promotion of redevelopment areas” as an authorized expenditure of CRA tax increment funds.

I therefore conclude that other sources of City revenue should be used to fund grants to special events in the redevelopment area. However, I would note, that the City has indicated it no longer utilizes CRA tax increment on special events, as is evidenced in the excerpt from the September 18, 2017 sent by the City planner, as set forth on page 1 of this memo.

The City has relied upon AGO 2010-40, in which Florida Attorney General, Bill McCollum, reached a different conclusion. In the opinion, the Attorney General correctly stated—though misapplied—the applicable law as follows:

“While the statute specifically states that the use of community redevelopment trust funds is not limited to those purposes enumerated therein, the community redevelopment agency is a statutorily created administrative agency that may only exercise those powers that have been expressly granted by statute or that are necessarily exercised in order to carry out an express power. (FN omitted) Any reasonable doubt as to the lawful existence of a particular power sought to be exercised must be resolved against the exercise thereof. (FN omitted) Moreover, it is well settled that legislative intent is the polestar that guides a court's statutory construction analysis (FN omitted) and would, therefore, limit the expenditures by the community redevelopment agency.”

⁵*Diamond Aircraft Indus., Inc. v. Horowitch*, 107 So. 3d 362, 367 (Fla. 2013) **Legislative intent** is the polestar that guides our analysis regarding the construction and application of the statute. See *Bautista v. State*, 863 So.2d 1180, 1185 (Fla.2003). Our statutory analysis begins with the plain meaning of the actual language of the statute, as we discern **legislative intent** primarily from the text of the statute. See *Heart of Adoptions, Inc. v. J.A.*, 963 So.2d 189, 198 (Fla.2007). If statutory language is “clear and unambiguous and conveys a clear and definite meaning, there is no occasion for resorting to the rules of statutory interpretation and construction; the statute must be given its plain and obvious meaning.” *Holly v. Auld*, 450 So.2d 217, 219 (Fla.1984) (quoting *A.R. Douglass, Inc. v. McRaney*, 102 Fla. 1141, 137 So. 157, 159 (1931)). In instances of an **ambiguity** in statutory language, we may resort to the rules of statutory construction, which permit us to examine the legislative history to aid in our determination regarding **legislative intent**.



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BOARD OF COUNTY COMMISSIONERS

However, legislative intent is derived from the wording of the statute. Resort to rules of statutory construction or interpretation are only relevant where the meaning of the statute is ambiguous.⁶ Clearly, the Attorney General's found no ambiguity in the statute, as indicated above and in the following elaboration of the discussion in the above-quoted excerpt:

"The enumerated uses of community redevelopment trust fund moneys are likewise couched in terms of redevelopment activities involving "bricks and mortar," in a manner of speaking, rather than promotional campaigns to encourage people to populate the area once the redevelopment has been accomplished."

Yet, despite the lack of ambiguity in the statute, the Attorney General reaches the incongruous opinion expressed in the remainder of that paragraph:

"However, to read the statute as precluding the promotion of a redeveloped area once the infrastructure has been completed would be narrowly viewing community redevelopment as a static process."

By taking an expansive view of what is in an unambiguous statute, the Attorney General has essentially "read into" the statute a provision that does not exist. Amending the statute is a legislative function—not a function of the Attorney General's Office. As mentioned in previous opinions on this subject, this legislative function was clearly demonstrated in the Legislature's 1998 amendment to the statute, which established "policing innovations"—a non-brick and mortar program—as an authorized use of tax increment funds.

This office, therefore, stands behind its previous opinion that use of tax increment funds for festivals, block parties and special events is not an authorized use under the community redevelopment statutes.

The Titusville Situation

After discussing this opinion with the Titusville City Attorney, it became apparent that the Titusville circumstances may be distinguishable from the Melbourne circumstances for two reasons.

First, though the CRA redevelopment plan includes a policy for the award of Special Events grants using CRA tax increment revenues, as of fiscal year 2016-2017, the City no longer



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BOARD OF COUNTY COMMISSIONERS

provides such grants—as is evidenced by the list of expenditures referenced in the September 18, 2017 letter from the City Planner.

Second, as indicated by the City Attorney, the tax increment amounts expended for special events grants in years prior to 2017, as shown in the September 18 letter, are far-exceeded by the City's tax increment revenues for the same CRA. As the City Attorney pointed out, the City's position would be that the CRA used City tax increment, not County tax increment, to fund the past special events grants.⁷

While even the use of city CRA tax increment revenues for such purposes is unauthorized, the County would arguably not be "injured" if City tax increment was used to fund special events. The County would not likely be deemed to have standing to challenge those expenditures for that reason and for the reason that the Titusville CRA was created prior to the legislative change vesting the County Commission in charter counties with the authority to delegate and rescind CRA powers granted to the City.

⁷ The City of Melbourne may well take the same position if the City tax increment funds in either the Downtown Melbourne CRA or Olde Eau Gallie CRA substantially exceed the County tax increment revenues.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 25, 2017

MEMORANDUM

TO: Scott Knox, County Attorney

RE: Item VIII.B., Request to Schedule an Executive Session in the Case of Williamson, et al v. Brevard County, Case No. 6:15-cv-1098-JA-DCI

The Board of County Commissioners, in regular session on October 24, 2017, approved the cost of advertising for, and the scheduling of, an Executive Session on November 7, 2017, at the beginning of the Regular meeting of the Board of County Commissioners, pursuant to Section 286.011(8), Florida Statute, for the purpose of discussing litigation strategy and expenditures in the case of Williamson, et al v. Brevard County, for Case No. 6:15-cv-1098-JA-DCI.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/ds

cc: County Manager
Each Commissioner
SCGTV Director

BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA
NOTICE OF ATTORNEY-CLIENT PRIVATE MEETING

On Tuesday, November 7, 2017, prior to the beginning of the regular meeting of the Board of County Commissioners, the Brevard County Board of County Commissioners will meet for the purpose of discussing strategy related to litigation and expenditures in Williamson, et al. v. Brevard County, Florida, Case No. 6:15-cv-1098-JA-DCI.

The persons attending the attorney-client private meeting will be:

Rita Pritchett, County Commissioner District 1
Jim Barfield, County Commissioner, District 2
John Tobia, County Commissioner, District 3
Curt Smith, County Commissioner, District 4
Kristine Isnardi, County Commissioner, District 5
Frank Abbate, County Manager
Scott L. Knox, County Attorney
Diana Yuan, Assistant County Attorney
Michael J. Roper, Esquire, Bell & Roper, P.A., outside counsel for Brevard County, Florida
Frank M. Mari, Esquire, Bell & Roper, P.A., outside counsel for Brevard County, Florida
Margaret Sheffield Eddy, King Reporting Services, Inc., court reporter

The attorney-client private session will be held in the County Manager's Conference Room, Third Floor of Building "C" at the Brevard County Government Operations Center, 2725 Judge Fran Jamieson Way, Viera, Florida, 32940. The estimated length of the attorney-client session is one hour or less.

The session is commenced as part of the open meeting on the above indicated date. As part of the open public meeting, the Chairman of the Board announces that the attorney-client session will commence and, upon approval of a motion to adjourn for an attorney-client session, the attorney-client session shall thereafter adjourn and reconvene in the County Manager's conference room.

At the conclusion of the private attorney-client session, the open public meeting shall be reopened and the Chairperson shall announce the termination of the session. A transcript of the executive session shall be made part of the public record upon conclusion of the litigation.

III Tovey



Photos by Malcolm Denmark, FLORIDA TODAY

House fire. Brevard County firefighters responded Friday to a fully engulfed house fire on Roberts Place, just south of the Pineda Causeway west of U.S. 1.

Feb 6, 2009 Fire guts Palm Shores house

BY KAUSTUV BASU
FLORIDA TODAY

PALM SHORES — A fire destroyed a house Friday at 12:35 p.m. in the 2400 block of Roberts Road, Brevard County Fire-Rescue said.

"We managed to keep the fire to the living room," District Chief John Zocchi said. "But there was significant damage. The house is about a 90 percent loss."

A pet cat perished in the fire, Zocchi said.

No people were in the house at the time of the fire, which was electrical in nature. **AKSON**

Firefighters were concerned because there were some propane tanks stored in the garage, but crews were able to keep the



Closing in. A Brevard County firefighter closes in on a burning house Friday south of Pineda Causeway.

Wednesday, August 26, 2009

Nightmare in Palm Shores

"My Great Great Grandparents helped start Brevard!" Charles A. Tovey Jr. told us proudly. "I grew up around here on the beachside." Charles, ~~who~~ owns a homesteaded property on Roberts Road in Palm Shores. The Mayor of Palm Shores is Carol McCormack. Charles came to his Code Enforcement Special ~~Magistrate~~ Magistrate Hearing in Building C at the Palace in Viera last Thursday wearing a thick rope noose around his neck. Another Florida F.A.C.E.OFF. Member informed me that it was what is known as a Nautical Tie.



Charles has been having some problems with people he believes are involved in trying to take his land, which just happens to be a very nice piece of real estate, located ~~on the edge of~~ a dead-end road, ~~right in~~ just across the banks of the beautiful Indian River! ~~My whole property back to the river.~~ They're wanting to tear my house down! They can't get me out any other way! It's the local Government that's a conspiracy to take my land! This is all just an instigation to get me off my property. I've paid for my property! Now I have \$35,000 in fines and fees on it! I feel unsafe! All's I'm trying to do is work for a living and have a house and a safe environment!"

