



# Fellsmere

CITY COUNCIL MEETING  
22 S. Orange St., Fellsmere FL  
February 15, 2024 – 7:00 P.M.

## AGENDA

1. CALL TO ORDER:
2. ROLL CALL:
3. PLEDGE OF ALLEGIANCE
4. INVOCATION:
5. APPROVAL OF MINUTES: (a) City Council Meeting of February 1, 2024.
6. PROCLAMATION: (a) **"March for Meals" Month**- Senior Resource Association
7. PUBLIC HEARING:
  - (a) RESOLUTION NO. 2024-03/A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, PERTAINING TO THE GRANTING MAJOR RELIEF BY CONDITIONAL USE PERMIT AND SITE PLAN APPROVAL FOR ONE (1) MOBILE FOOD VENDING UNIT OWNED BY FRUTERIA NUNO, LLC LOCATED AT 32 NORTH BROADWAY IN THE NORTH BROADWAY OVERLAY DISTRICT; PROVIDING FOR RATIFICATION; CONSISTENCY WITH THE COMPREHENSIVE PLAN AND THE LAND DEVELOPMENT CODE; APPROVAL OF CONDITIONAL USE PERMIT AND SITE PLAN; CONDITIONS OF APPROVAL; REPEAL OF CONFLICTING PROVISIONS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. / 2<sup>nd</sup> Reading and Public Hearing for February 15, 2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.
  - (b) ORDINANCE NO. 2024-06/ AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CITY OF FELLSMERE OFFICIAL ZONING MAP TO CHANGE THE ZONING CLASSIFICATION FROM C-2 GENERAL COMMERCIAL TO POD-PLANNED DEVELOPMENT DISTRICT FOR LAND HAVING A COMPREHENSIVE FUTURE LAND USE MAP DESIGNATION OF GENERAL COMMERCIAL (GC) CONTAINING 5.20 ACRES, MORE OR LESS, LOCATED AT 12201 COUNTY ROAD 512, ON THE EAST SIDE OF OPERATION HOPE FOR A STORAGE AND MAINTENANCE BUILDING OWNED BY TEAGAN, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR ZONING; PROVIDING FOR ZONING MAP; FURTHER PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE. / 2<sup>nd</sup> Reading and Public Hearing for February 15, 2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.



RESOLUTION NO. 2024-16/A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, APPROVING THE FINAL DEVELOPMENT PLAN FOR A PLANNED DEVELOPMENT CONSISTING OF 5.20 ACRES, MORE OR LESS OWNED BY TEAGAN, LLC FOR A STORAGE AND MAINTENANCE BUILDING LOCATED AT 12201 COUNTY ROAD 512 ON THE EAST SIDE OF OPERATION HOPE PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENT WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR FINAL DEVELOPMENT PLAN APPROVAL WITH CONDITIONS; AND FURTHER PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING PROVISIONS AND AN EFFECTIVE DATE. /2<sup>nd</sup> Reading and Public Hearing for February 15,2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.

(c) ORDINANCE NO. 2024-08/AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY ADDING TO CHAPTER 2 ADMINISTRATION, ARTICLE III OFFICERS AND EMPLOYEES SECTION 2-92 BUDGET; PROVIDING FOR RATIFICATION; AMENDMENT; CONFLICTS; SEVERABILITY; CODIFICATION AND AN EFFECTIVE DATE. /2<sup>nd</sup> Reading and Public Hearing for February 15,2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.

ORDINANCE NO. 2024-09/ AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE V BOARDS, COMMISSIONS AND DEPARTMENTS OF THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY AMENDING SECTION 2-167 TERMS DEFINED AND CONSTRUED, SECTION 2-168 CODE ENFORCEMENT SPECIAL MASTER, SECTION 2-169 CODE ENFORCEMENT CLERK AND OTHER EMPLOYEES, SECTION 2-170 ACTIONS BY THE CITY ATTORNEY, SECTION 2-171 ENFORCEMENT PROCEDURE, SECTION 2-172 RIGHTS OF ALLEGED VIOLATORS; PAYMENT OF PENALTY; RIGHT OF HEARING; FAILURE TO PAY AND CORRECT, SECTION 2-173 HEARINGS AND PROCEDURES, SECTION 2-174 PENALTIES, SECTION 2-176 LIENS, AND SECTION 2-179 SCHEDULE OF CIVIL PENALTIES AND COSTS; PROVIDING FOR RATIFICATION, AMENDMENTS, SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE. / 2<sup>nd</sup> Reading and Public Hearing for February 15,2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.

ORDINANCE NO. 2024-10/ AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE VII PROCUREMENT SECTION 2-237 BIDDING PROCEDURE AND SECTION 2-238 PROCEDURE IN LIEU OF BIDDING; PROVIDING FOR RATIFICATION; AMENDMENT; CONFLICTS; SEVERABILITY; CODIFICATION AND AN EFFECTIVE DATE. / 2<sup>nd</sup> Reading and Public Hearing for February 15,2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.

8. PUBLIC COMMENTS:

9. **MANAGER'S MATTERS:**

10. **MAYOR'S MATTERS:**

- (a) Police Department Report- January 2024
- (b) Public Works Reports -January 2024
- (c) Status of Developments Report
- (d) Status of Grants Report

11. **COUNCIL MEMBER'S MATTERS:**

12. **CITY ATTORNEY'S MATTERS:**



**13. NEW BUSINESS:**

- (a)** Approval of sale of 208 South Mulberry Street to Catalina Rojas and Daniel A. Carrillo for \$2500.00 plus recording fees.
- (b)** ORDINANCE NO. 2024-14/ AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE TEXT OF THE COMPREHENSIVE PLAN AMENDING CHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP, OBJECTIVE FLUE B-4 FELLSMERE 392 AND AMENDING THE COMPREHENSIVE FUTURE LAND USE MAPS TO CHANGE THE LAND USE CLASSIFICATION FROM REGIONAL EMPLOYMENT ACTIVITY CENTER (REAC) TO LOW DENSITY MIXED USE NEIGHBORHOOD (LDMXN) FOR 2.68 ACRES, MORE OR LESS; LOCATED IMMEDIATELY EAST OF INTERSTATE 95 AND NORTH OF COUNTY ROAD 512 WITHIN THE DEVELOPMENT KNOWN AS "FELLSMERE PRESERVE"; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AMENDMENT; MAP DESIGNATION; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE. ***/1st Reading and Set 2nd Reading and 1st Public Hearing for March 7th, 2024 at 7:00PM City Council Chambers, 22 S. Orange St., Fellsmere, FL .***
- (c)** RESOLUTION NO. 2024-25/ A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA AUTHORIZING AN AMOUNT OF \$25,000 AS CITY MATCHING FUNDS IN CONNECTION TO THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, HAZARD MITIGATION GRANT FOR DEVELOPMENT OF A COMPREHENSIVE STORMWATER MASTER PLAN AND PROVIDING AN EFFECTIVE DATE.
- (d)** RESOLUTION NO. 2024-27/ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE US DEPARTMENT OF TRANSPORTATION REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY GRANT PROGRAM; FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH GRANT IF AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.
- (e)** Approval of ARPA Amendment.
- (f)** Declare 2012 Toyota Prius as Surplus and Authorize Disposal
- (g)** Approval of Best Buy Technology Update Proposal through Omnia partners Public Sector cooperative purchasing.
- (h)** Approval of Work Authorization #2 with Haley Ward, Inc. to provide plan related services for the Recreated Train Village project.
- (i)** Select preferred vendor for Broadband Deployment.
- (j)** Authorize mayor to execute contract with C.A.P. Government, Inc to provide Nonexclusive building permit services.
- (k)** Approval of second release of funds to FACT from ARPA Funds.

**14. ADJOURNMENT:**

**Courtesy Access to Meeting**

As a courtesy to the public, the city will attempt to provide coverage of the meeting by internet or telephonic means. Due to unforeseen technical or other difficulties access to the meeting may be interrupted or may not be possible at all via internet or by telephonic means, which will result in your inability to participate in the meeting. Should such technical difficulties occur, the meeting will continue without interruption and without your participation. To be assured of participation in the proceedings you must attend the meeting in person. For your information participation by internet or telephone does not constitute "presence" at the meeting under Florida law.



To join meeting from your computer, tablet, or smartphone: <https://meet.goto.com/751601205>

To join meeting using your phone call 1-571-317-3112 Access Code: 751-601-205

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, 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 to be based.

In accordance with the Americans with Disabilities Act and Section 286.26 Florida Statutes, any person who may need special accommodations or translators for this meeting must contact the City Clerk's Office at (772) 646-6301 or the TDD Line 772-783-6109 at least 48 hours in advance of the meeting.

Copies of the proposed Ordinance and Resolution are available for review in the Office of the City Clerk, 22 S. Orange Street, Fellsmere FL between the hours of 8:30 a.m. and 12 noon and 1:00 p.m. and 5:00 p.m., Monday through Friday. Interested parties may appear at the meeting and be heard with respect to the proposed Ordinance and Resolution. The City Clerk must receive written comments at least 3 days prior to the Council meetings.

De conformidad con la Sección 286.0105 de los Estatutos de la Florida, la Ciudad informa al público de que: Si una persona decide apelar una decisión tomada por la junta, agencia o comisión con respecto a cualquier asunto considerado en dicha reunión o audiencia, necesitará un registro de los procedimientos, y que, para tal fin, él o ella puede necesitar asegurarse de que se realice un registro literal de los procedimientos, registro que incluya el testimonio y la evidencia sobre la cual se basará la apelación.

De acuerdo con la Ley de Estadounidenses con Discapacidades y la Sección 286.26 de los Estatutos de la Florida, las personas con discapacidades que necesiten adaptaciones especiales para participar en esta reunión deben comunicarse con la secretaria municipal al (772) 646-6301 o comunicarse con la Línea TDD 772-783-6109, al menos 48 Horas antes de la reunión.

Copias de las propuestas Ordenanzas y / o Resoluciones están disponibles para su revisión en la Oficina de la secretaria municipal de la ciudad, 22 S. Orange Street, Fellsmere FL entre las 8:30 a.m. y 12 mediodía y 1:00 p.m. y 5:00 p.m. de lunes a viernes. Las personas interesadas pueden asistir a la reunión y ser escuchadas con respecto a las propuestas de las Ordenanzas y Resoluciones. La secretaria municipal debe recibir comentarios por escrito al menos tres (3) días antes de las reuniones del Consejo.

CO20240215AGENDA.DOC



**CITY COUNCIL MEETING  
February 1, 2024 – 7:00 P.M.  
MINUTES**

1. **CALL TO ORDER:** Mayor Tyson called the meeting to order at 7:00 p.m.

2. **ROLL CALL:**

**PRESENT:** Council Member Herrera, Council Member Salgado Council Member Hernandez, Council Member Renick, Attorney Dill, City Manager Mathes and Mayor Tyson

**ABSENT:**

**ALSO, PRESENT:** Chief Touchberry, Utility Director Kevin Burge, Public Works Director Andy Shelton, Grant Administrator Laura Hammer, City Planner Robert Loring, and Attorney Rhodeback.

3. **PLEDGE OF ALLEGIANCE:** The Pledge was recited.

4. **INVOCATION:** Mayor Tyson gave the Invocation.

5. **APPROVAL OF MINUTES:**

(a) City Council Meeting of January 4, 2024.

**MOTION** by Council Member Herrera **SECONDED** by Council Member Hernandez to approve the minutes for the City Council Meeting of January 4, 2024

**ALL AYES:**

**MOTION CARRIED 5-0**

6. **PUBLIC HEARINGS:**

(a) **ORDINANCE NO. 2024-01/AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE TEXT OF THE COMPREHENSIVE PLAN AMENDING CHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP, OBJECTIVE FLUE B-4 FELLSMERE 392 AND AMENDING THE COMPREHENSIVE FUTURE LAND USE MAPS TO CHANGE THE LAND USE CLASSIFICATION FROM REGIONAL EMPLOYMENT ACTIVITY CENTER (REAC) TO LOW DENSITY MIXED USE NEIGHBORHOOD (LDMXN) FOR 0.85 ACRES, MORE OR LESS; LOCATED IMMEDIATELY EAST OF INTERSTATE 95 AND NORTH OF COUNTY ROAD 512 WITHIN THE DEVELOPMENT KNOWN AS "FELLSMERE PRESERVE"; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AMENDMENT; MAP DESIGNATION; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE/*Set continued 2<sup>nd</sup> Reading and Public Hearing for Ordinance No. 2024-01 for February 15, 2024 at 7:00 P.M., City Council Chambers, 22 S. Orange St., Fellsmere, FL.***

Mayor Tyson introduced the Ordinance and Attorney Dill did not read Ordinance No 2024-01.

Attorney Dill explained the situation regarding this particular ordinance. It's on the agenda and they had first reading on this item at the last meeting and it's on the agenda for second reading. After the applicant requested that they wanted a change which is a significant change. The current caption in the ordinance has to be canceled and a new ordinance has already been drafted with the correct acreage on it. Maria has advertising instructions and that will come back to Council.

**MOTION** by Council Member Renick **SECONDED** by Council Member Herrera to amend the agenda and remove item 6(a) Ordinance 2024-01.

**ALL AYES**

**MOTION CARRIED 5-0**

**ROLL CALL:** AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

**ALL AYES**

**MOTION CARRIED. 5-0**

(b) **RESOLUTION NO. 2024-03/A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, PERTAINING TO THE GRANTING MAJOR RELIEF BY CONDITIONAL USE PERMIT AND SITE PLAN APPROVAL FOR ONE (1) MOBILE FOOD VENDING UNIT OWNED BY FRUTERIA NUNO, LLC LOCATED AT 32 NORTH BROADWAY IN THE NORTH BROADWAY OVERLAY DISTRICT; PROVIDING FOR RATIFICATION; CONSISTENCY WITH THE COMPREHENSIVE PLAN AND THE LAND DEVELOPMENT CODE; APPROVAL OF CONDITIONAL USE PERMIT AND SITE PLAN; CONDITIONS OF APPROVAL; REPEAL OF CONFLICTING PROVISIONS; SEVERABILITY;**



AND PROVIDING FOR AN EFFECTIVE DATE. /***Set continued 2<sup>nd</sup> Reading and Public Hearing for Resolution No. 2024-03 for February 15,2024 at 7:00 P.M., City Council Chambers, 22 S. Orange St., Fellsmere, FL.***

Mayor Tyson introduced the Ordinance and Attorney Dill read Resolution No 2024-03, by title only.

Manager Mathes stated that this is back on the agenda because they had set the Public hearing for February 1<sup>st</sup> at the last Council meeting, but it needs to go in front of Planning and Zoning on February 7<sup>th</sup> and then it will come before Council for Public Hearing on February 15<sup>th</sup>.

**MOTION** by Council Member Renick **SECONDED** by Council Member Herrera to continue 2<sup>nd</sup> Reading and Public Hearing for Resolution No. 2024-03 for February 15,2024, City Council Chambers, 22 S. Orange St., Fellsmere, FL. at 7:00 P.M.,  
**ALL AYES** **MOTION CARRIED 5-0**

**RECESS COUNCIL MEETING AND CONVENE AS THE  
FELLSMERE COMMUNITY REDEVELOPMENT AGENCY**

Mayor Tyson recessed the Council Meeting at 7:08 p.m. and called the FCRA Meeting to order at 7:08 p.m. and all members are present.

**(c) Declare 208 South Mulberry Street as Surplus Property. /CRA Public Hearing for February 1,2024 at 7:00 P.M., City Council Chambers, 22 S. Orange St., Fellsmere, FL.**

Chairman Tyson introduced the item.

Manager Mathes this item is seeking a motion from the CRA to dispose of the property the City Council declared surplus at their last meeting. In a CRA when they dispose of property, the CRA also has to act and not just the City Council dispose of property. This public hearing was advertised according to the requirements of state law to dispose of property after they had declared it surplus at a public hearing. So now this is going to be a public hearing to agree to the disposition of this. The advertisement was put out for all to respond. And as expected, the city only received that offer and that was from the adjacent property owner. To provide City Council why they are disposing of this property, the city became owners many years ago and the neighbor built an addition that encroached upon this property. The city has no need for this property. It is only 25 feet wide. There is no benefit for this property for anybody except the person that has the encroachment. Thankfully, they were the only ones who responded, and they gave him a much higher offer than I anticipated. They gave us an offer of \$2,500. It will cover a lot of the costs the city has in this; the city did do a survey for this and there has been some city attorney time too. It may not be a full reimbursement, but he thinks it is a good price for the situation that they have, and it takes this liability off their back because there is a liability for the city to have somebody else's improvements on their property.

Chairman Tyson opened the Public Hearing and asked if anyone in the audience wished to speak on CRA, hearing no comments he closed the public hearing.

**MOTION** by Agency Member Herrera **SECONDED** by Agency Member Hernandez to sell the lot at 208 South Mulberry Street, Fellsmere.  
**ALL AYES** **MOTION CARRIED. 5-0**

**ADJOURNED AS THE FELLSMERE COMMUNITY REDEVELOPMENT AGENCY  
AND RECONVENED AS THE CITY COUNCIL**

Mayor Tyson adjourned as the Fellsmere Community Redevelopment Agency and reconvened as the Council Meeting at 7:11 p.m.

**7. PUBLIC COMMENTS:**



Mayor Tyson asked if anyone else from the public had a comment to state their name and address for the record.

**Butch Barnes** – 103<sup>rd</sup> Street – he stated that he is trying to put together a Property Owners Association, but there are not a whole lot of people happy about the Property Owners Association, because that is why they moved out of here to Fellsmere so they would not be under any kind of rules, regulations, things like that. For them to get an audit for an attorney to do an audit on a state would take months and months. He is asking the City of Fellsmere since their taxpayers also their tax dollars have been going to Fellsmere Water Control District. He asked the City Council if they would convene with the state and see if they could get a state audit done on these people. He asked if the city could intervene and help them out.

Attorney Dill stated that the request was for the city to request the State of Florida to have a Department of Revenue audit of the Fellsmere Water Control District. The council can certainly do that, and he does not know whether it will be granted or denied. He does not think it will happen as quickly as they might think it would or as they might want it to happen.

Manager Mathes asked that as a governmental entity, are they not responsible and required to provide an annual audit just like the city. There should be audits available on their website.

Attorney Dill responded that there should be an audit at the Department of Revenue.

Mr. Butch stated that they have private audits, and they have nothing about the state doing an audit. Manager Mathes responded that the State has them hire third party independent auditor who has professional license and professional credentials.

Mr. Butch said he wants to get a State audit not a private audit. He is just asking the City to request the audit to be made.

Attorney Dill stated that is a Council decision.

Manager Mathes cautioned the City Council on their current relationship with the FWCD. He stated that they have been cooperating with the city. They city has been trying to be a facilitator in this conversation. They will be having a joint meeting soon too, so they are getting some movement. Manager Mathes recommended that they first look at the audit that has been made and then see if there are questions that need to be asked. Mr. Barnes said he was all right with that.

**Eric Boissat** – 144 N. Cypress St.- He asked what is the status on with the water.

Manager Mathes responded that other than the efforts to change the treatment method. Because of the rain and other things, they have had, they have not really gotten a lot or any complaints that he is aware of recently. They are still continuing to flush what they think is appropriate. But the solution is obviously a change in treatment methods. The short term is almost done, and the long term is also underway, the process of designing an alternative water treatment method to further reinforce the quality of our water.

Utility Director Kevin Burge added that he wants to get hydro process system, get rid of the chlorine with ammonia, and just go straight chlorine, then test. But it is taking longer than he thought, with the DEP and engineers.

Eric Boissat has a concern with fluoride. He stated that fluoride is considered a neurotoxin and there is no need to have it in the water.

Manager Mathes reminded the Council that this has been approached in the past, and they were overwhelmed with fluoride supporters. This can be brought back if the Council desires. The council agreed to bring it back at an appropriate time.

**Esteban Rosano**- introduced himself as a case manager from the Homeless Children's Foundation of Indian River County. The Homeless Children's Foundation has recently expanded our reach into the City of Fellsmere. And his job is to assure the community knows about the organization or what they do. Their mission at the Homeless Children Foundation is to fund and coordinate programs for homeless children to enable their healthy development and long-term success while guiding their families to self-sufficiency. The homeless Children's Foundation funds year-round enrichment programs for approximately 430 children annually from ages six weeks to 20 years old. They have partnerships with many of the local programs throughout the county, we have partnerships with the Boys and Girls Club, especially the one locally. He was assigned to this area back in September and he is happy to say that he has been working closely with Fellsmere Elementary School, Mr. Ramon Echevarria. The school district actually gave him the opportunity to work with 20 homeless families so far. They delivered Thanksgiving meals and Christmas gifts this past year. He asked Council and everyone present to get together and join forces so that they can actually face their homeless situation before it gets worse. Besides his job as a case manager for the Homeless Children's Foundation, he also wants



to get involved and offer his help to the city, as a community leader, if the Council needs anything, he is more than happy to help the community. He has so much love and he knows a lot of people in the city, and he has a lot of appreciation for the Council and the community as well. He had the opportunity to attend one of the FACT meetings back in November. And he would love to actually do an official presentation of what they did last year, and what the goal will be for this year. He thanked Council for their time.

Mayor Tyson asked if anyone else from the public had a comment to state their name and address for the record. hearing none he continued with the next agenda item.

**8. MANAGER'S MATTERS:** Manager Mathes continued with his matters.

- **Riding Club Request for message on Little League Sign** – He wanted to ask Council before saying yes. He thinks there should be a policy of who gets to be on it. It takes about five to 10 minutes to change the message. The current internet policy is for the government and nonprofits. But there are a lot of nonprofits out there that hold a lot of events. If they open it up, they just need to be prepared for a lot of people asking you to be on there. And a policy should be created for how long they will be on there if they have multiple requests. He proposed to the Council that they say yes to the Riding Club, this time, and he will bring back a written policy for their consideration. No objection.
- **Building Official & Building Services Agreement**- an update on the building official and building services agreement, He is going try to get you the agreements to the new company, at the February 15 meeting. The date of closing for the building official's advertisement is February 8. They will be having a meetings to select that candidate for the building official that will be hired by him, already authorized by Council, but they will be bringing back to Council the necessary standard operating procedures change to incorporate that position. He is expecting that they will have this fully transitioned before summer.
- **Annex Final Enclave** – The Enclave that is the 97th Street properties includes about six homes, the fish farm, and the pastureland the developed ranch pasture, it would have to be annexed like we did the 89th Street, which would be through an interlocal with the county, so they would have to agree to it. He requested the City Council's permission to start that conversation with the county. This is the last one the only other enclave that exists is that 10 acres out by the freeway that is going through development review right now at the city, and there will be annexing as part of that development review. There were no objections.
- **FEMA Appeal for Road Dirt**- The deadline has passed for all parties to put in their data, we selected a bench trial instead of a jury trial, it is in the judges' hands for deliberations he expects an answer by the end of February. And there is nothing they can do at this point to change her opinion other than the facts we have already put on record.
- **Mid-year Staff Adjustments – Customer Service Rep, Building Official, Construction Engineer Inspector, Grant Administrator**- The city has many capital projects coming up and the city usually hires a construction engineering inspector with each project. And that bill is about \$70,000 for project, they have a choice to spend \$70,000 for each project for 12 different projects or hire an engineer for a two- or three-year contract, or potentially longer if these grants do not subside, but hire an engineering inspector for about \$70,000 all in benefits and cost maybe a little more to do all 12. He asked for their opinion on putting out an ad for an engineering inspector that he is not going to require there be a licensed engineer they should have heavy experience in the type of construction that we do with a two-to-three-year contract.

As for the Customer Service Rep, he stated that they have been having issues with backups because not every employee can be a backup for anyone because of certain requirements and so certain people can't be backups to others because of that checks and balances, by having Carolina be a full time customer service rep, she could be cross trained and building permitting, cutting checks, so that they have the backup that they need, when someone goes down, instead of having to stop that function, they have a backup. She is already part time, so it is not a big cost at that level. He thinks we could probably afford that at a as a mid-year adjustment. And then finally, the grant administrator position, Laura has been doing a wonderful job, He has asked her to do a salary survey because he feels they are under paying her for the success that she is bringing to the city, so if she can demonstrate that she is underpaid, he would ask for a mid-year adjustment for her. Long term, he sees the city moving towards potentially a capital projects department in the city to manage capital projects. Because he thinks that with the level of projects they have, it takes a lot of time off of other directors running their department. He is not requesting that as a mid-year adjustment, he is just planting that seed for the near future if it turns out that workload with demand something like that. No objections.



- **Joint FWCD/ City Council meeting on Stormwater requested 3/21 prior to Council Meeting** – He suggested to Council that maybe it is not appropriate to do that meeting on a Council meeting night, because they would be rushing to get done in time for Council. Council Member Salgado suggested March 19<sup>th</sup>. Manager Mathes stated he or Maria will send out an email with the date and time and Council Members can respond to that email.
- **Form 6 Lawsuit being organized** – There are some local governments looking to create a lawsuit against the form six requirements. If Council wants to get involved in that they are asking for about \$10,000. Mayor Tyson stated that he does not have a problem with it. The Council agreed not to go into the lawsuit.
- **CDD Workshop/ Issues Workshops**- They are working on the last department workshop. After that he would like to move into issue workshops because they have a lot of issues, they need direction on them and honestly, they do not like to take up this time because it is a prolonged discussion. Their first one will probably be utilities because with the new law that was adopted that we have to basically connect every septic system to sewer by 2030. They also want to talk about getting into the sewer business.
- **FACT Request for Additional Release of Funds**- He reminded the Council that they offered \$250,000 of ARPA money to FACT, and they have only allocated \$95,000 at this time. They will be coming back with their second request at the next meeting.
- **Ad Valorem Tax Abatement for Surf Park**- They have been working with the Surf Park, Council has authorized them to consider getting a grant for helping them but as always, he makes sure they're always aware of all the incentives that are available. It is purely up to Council whether you offer that to them, but they do have the ad valorem tax exemption that is available to them, they do qualify both in the number of jobs and the type of industry they are in. And again, he believes it is up to an 85% reduction of the future increase, not what they are paying today, but of the future increase. Basically, instead of getting the full benefit for tax purposes, on the development valuation increase, they only get a 15% Bump. And that goes for up to a 10-year period, it is up to Council to decide how long it is, whether it is five years or 10 years, they can also go less than 85%, you could also go 50%, so it is purely Council's choice. He just wanted to let Council know that they will be making an application for that.
- **Hickory Ext. North to vacant lot**- North of Wyoming, the city only has a couple of roads that go all the way to the end of the block. There are a number of streets where there are platted lots that do not have a road. The city has a resident who would like to build a house and there is no road. The city would have to build the road or make them build it and he does not think it is fair to make them build it. It is just a single-family home; it is not a developer. It would be built as a dirt road but there's considerable costs, he is estimating about \$50,000 at least because they have to clear those trees, put the swale, and relocate the swale. And then they have to bring in some road rock to lay some road rock down. He is going to be moving down the path of doing this locally unless the Council has a strong concern that the homeowner should pay for some share of it. And again, he thinks it is a lot of burden to ask for an individual homeowner to be paying for some of this. The Council agreed.

**The following are announcements for future deadlines and events:**

- **HALO Spaygetti Family Festival 2/3 from 10am-6pm.**
- **Fellsmere Day scheduled for 04/06/24** – Entertainment, Food Trucks and Little Mrs./ Mr. Fellsmere
- **Give a Ruck -04/06/24**

**9. MAYOR'S MATTERS:**

Mayor Tyson asked Manager Mathes where was Claudia, the Finance Director. Manager Mathes stated that a couple of weeks ago they made a decision that if they did not have an agenda item they could participate virtually, and she is online.

Mayor Tyson stated that the joint meeting with the county went very well, they did not have much participation from the audience. He thinks the next meeting should be conducted in the Council Chambers. Manager Mathes stated that they also have the option of using the Boys and Girls club if they have it before the kids are there.

Mayor Tyson asked Police Chief Touchberry what were all those sirens about this afternoon. Police Chief Touchberry responded that The Brevard County Sheriff's Office was chasing a stolen vehicle in relation to an operation they were conducting up there. And he managed to flee from them south on Babcock and entered our city. More generally, the closer to responding to stuff like that in the sheriff's



office is because it is right outside our city in this area. Our officers responded and deployed. One officer was successful deploying a spike strip device that we have equipped them with, and flatten two tires, or the vehicle did not stop him from running the corner at Babcock at South Carolina and smashing into a sign on the South Road edge of South Carolina. And, unfortunately, he sped right through town right down Broadway, South Broadway went 89th street and headed east on 89th Street crossed over Willow to North 89th street down there until he realized he could not get out. And then managed to turn himself around and come back on South 89th Street and by then, so many law enforcement officers were in the area, he was able to be stopped at 89th Street. The city's role was to help try to stop the vehicle and to make intersections safe, while it goes through our city, and then sometimes we get a little more involved and maybe participate in the actual pursuit, but nobody was hurt. And he is in jail.

**10. COUNCIL MEMBER'S MATTERS:**

**Council Member Herrera-** He stated he had no matters.

**Council Member Salgado –** She will not be present for the March 7<sup>th</sup> City Council Meeting.

**Council Member Hernandez –** She attended the Beach Preservation meeting. Most of the meeting was about Sector four, which is the next project that they're doing. They are, like 90%, done with the easements, there is about 10% left. They did a selection for the new chair. They spoke about vessel grants. There are currently no turtles.

**Council Member Renick –** He stated he had no matters.

**11. CITY ATTORNEY'S MATTERS:** Attorney Dill stated he had no matters.

**12. CONSENT AGENDA:**

**(a) Appoint** Ben Baker as a member of the MPO Citizen Advisory Committee.

Mayor Tyson stated that he would be replacing Korky Korker, he did it for many years. He stated that he heard Ben Baker was interested in being involved. He stated that Ben was the son of Bob Baker, who was once the Mayor of Fellsmere.

**MOTION** by Council Member Herrera **SECONDED** by Council Member Salgado to appoint Ben Baker as a member of the MPO Citizen Advisory Committee.

**ALL AYES**

**MOTION CARRIED 5-0**

**13. NEW BUSINESS:**

**(a) ORDINANCE NO. 2023-33/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP SERIES AS REQUESTED BY MARION ESTATES; AMENDING THE TEXT OF THE COMPREHENSIVE PLAN CHAPTER 1. FUTURE LAND USE ELEMENT, GOAL FLUE A. LAND USE OBJECTIVE FLUE A-3 INFILL DEVELOPMENT AND REDEVELOPMEN, POLICY FLUE A-3.2. OVERLAY DISTRICT BOUNDARIES ANDCHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP OBJECTIVE FLUE B-5 GARAFOLLO; FURTHER AMENDING THE FUTURE LAND USE MAP TO ADD 8.21 ACRES MORE OR LESS AS CR512 OLD TOWN OVERLAY DISTRICT; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. */1<sup>st</sup> Reading and set 2<sup>nd</sup> Reading and Public Hearing for March 7,2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.*

Mayor Tyson introduced the Ordinance and Attorney Dill read Ordinance No 2023-33, by title only.

Manager Mathes stated that this is the third attempt to get past first reading and he wanted to give the opportunity to the actual applicant to provide his presentation on the project.

Joseph Paladin introduced himself as a developer for the county for about 20 years. He is the owner rep on this project, and he wanted to give them his thoughts and vision for the project. Also present was his engineer Wesley Mills, he will be presenting a PowerPoint Presentation to the City Council. He sees this as a family neighborhood and his main goal is to do something nice, but to make it affordable, so people can afford it. The townhomes in the neighborhood will be in the twos. The single-family homes will be in the twos and threes. He has a national builders that is going to build all the houses, Ryan Homes. The same product he is putting in here he did in a project that he is doing in Fort Pierce, which is almost sold out. They closed on 200 homes, so they know they can hold the



prices where they want. So those prices are solid for his builder. And they know they can do it and deliver that product. Also, on the commercial part shot from 512 negotiating with two grocery store chains, Publix, and Kroger to put a grocery store out there. He does not have that finalized. His goal is mostly to try to keep the prices down where it would be affordable, but still the have the class and character where people be proud to live there. And so, it is going to be it is going to be a family neighborhood and it is not going to be a big rental community. He has a great relationship with Ryan homes and their local. He does not see any problems with construction but if there are they can call him directly. He is cooperative and he wants to work with the City of Fellsmere. They are going to have some amenities, a dog park, a playground for the kids, a walking trail. And the entry is going to be top notch, identical to the entry he has at High Point. People will be proud to live here and proud to come home and proud to have people visit them. This project will benefit Fellsmere and will also be proud of this subdivision.

Mayor Tyson asked what is the build out period. Mr. Paladin stated it would be under three years.

Mr. Paladin introduced Wesley Mills, with Mills, Chardon and Associates, the engineer for the project.

Wesley Mills stated this is a project they have been working on for a while and they are excited to see some traction and they are very proud of the interest that they have put into this project. He proceeded to present the City Council with the Marian Estates PowerPoint\* Presentation.

\*The Marian Estates PowerPoint is attached hereto and made part of the official meeting minutes.

Manager Mathes added that each lot will have five parking spaces, two in the garage, two on the driveway, and one on the street between their driveway, neighbor's driveway. There will be five spots for each house. This is not counting the additional on street spaces that have been spread around the entire development. He is not arguing for or against the 40/50 or 60. He just wanted to make sure they know that each lot would have at least five spaces for single-family homes. The townhomes will have four because their driveways will be too closely spaced. but the on-street spaces for the townhomes are more conveniently located because they are a smaller group of units. They are not walking as far from a guest space in a townhome plus townhomes detached guest spaces are more normal.

Manager Mathes asked Council if they had any questions for the applicant.

Joe Paladin stated that he will be the President of the HOA until the last home is sold. Attorney Dill stated that under the Florida law, you have to turn over control over 80%. The homeowners can vote for him. Manager Mathes added that he made it very clear for the HOA that there is to be no parking in the grass.

Council Member Renick stated that the numbers are not added up for the parking. Manager Mathes interjected that 227 single family home multiplied by 5 comes to 1135. Mr. Paladin is undercounting the spaces that he can offer in the single family.

Wesley Mills stated did a physical layout and they did want to be more conservative didn't want to over represent something that's not practical.

Council Member stated that this property is nearly 100% naturally wooded. He understands what the city ordinance allows them to do. As far as mitigating offsite, buying out of the preserve requirements offsite. This is an 80-acre property that is naturally wooded, and it is going to be essentially denuded and to him that is tough to swallow.

Mr. Paladin responded he understands there is an issue that they have talked about before, and he understands that, but he has to maintain a certain amount of density. In order to keep his prices down. His goal is to come in there with a new product single family. It is hard to do whatever everyone would like to and still maintain a cost. He can put them into a brand-new home for \$200,000.

Council Member Renick stated that he understands the price point but in the Palm Beach area, they've done an excellent job of incorporating minimum width preservation areas that also incorporate amenities throughout the community, and it also can acts secondarily as a landscape buffer as well from streets with requirements and you can sort of say kill two birds with one stone and it adds a lot of benefit to the community including the people that actually live there



Mr. Paladin responded to Council Member Renick that he understands and respects him but asked how many houses do they have for sale brand new in the \$200,000 to \$300 range. He stated that he knows what he can do, and they have tried to do as much as they can with amenities the entry, landscaping, the setbacks, etcetera, they tried to do everything they possibly could.

Council Member Renick asked why would they not leave a 25-foot natural buffer on the whole south property line. Wesley Mills stated that based on their assessment of the site they felt like that was the direction to go but can do what the city's direction. Mr. Paladin stated he had no problem in leaving some and adding to it, so it has the look that they want.

Council Member Renick stated that it seems to him that they are relying on facilities that exist within the city, ready for a lot of recreational use, for example putting a gazebo in our Senior League Park. He feels like they are not getting a lot in return, the city is losing all the natural area, and they are not providing a lot of recreational space or open space that are not lakes.

Wesley Mills responded that on the public gazebo that was a that was developed through conversations, they thought that was something the city may want, none of that area is counted towards their open space. They have areas that they can modify in their plan to put it on their site, they just did that because they thought that that was a preferred thing to do.

Manager Mathes presented the concept that would match the current annexation agreement. They cut the townhomes to create more space for single families. And they took the single-family area that they had, instead of using 60 foot lots they use 40s and 50s, so the difference between the two plans, the road layout is the same the Lake layout is the same, the commercial layout is the same. The only difference is lot size. The ratio between townhomes and single family, as you mentioned earlier, the annexation agreement is about a 50/50 split at 320 units.

This property was annexed in 2007 and it was expected to have discussion on modifying the annexation agreement because what they needed 20 years ago may not be the same thing. A good example of that for this product is we negotiated that they had to give us two 12,000 square foot commercial lots that they could use for economic development. They are negotiating to be changed to donate the fire station site. Because they know that if we give the county that fire station site, they will give us better lots on Broadway that the city could use for good purposes.

Manager Mathes added that there is really not much else to explain that the 60-foot lots fit perfectly. And the townhomes fit perfectly under the annexation agreement and yes he supposed if they were to compromise on the 60 foot lots a little bit, they could probably even accommodate some preservation areas, if they had the 320 and the 50/50 split, but keep in mind what Joe Paladins mentioning, there's a lot of moving parts to the development, the biggest one is making sure that they can pay for all the commitments they have promised. And although Council Member Renick mentioned he does not see a lot of transportation commitments alone are probably close to \$3 million. They have impact fee credits coming to him probably about one and a half to \$2 million. Mr. Paladin is putting up a lot of transportation related expenses beyond his impact fees. For example, one of those is fixing the kink in the road at Babcock. And Myrtle has nothing to do with this project. That is a clear 100% extraction. And so, it is from Mr. Paladin's perspective trying to meet that affordable target. He needs as he said a certain density and he also needs a certain level of capping to his extractions; the extract is get too high; it becomes a no deal. If the density gets too low, it becomes a no deal. It is that balancing act. He is not arguing for him, he just wants to reinforce that dynamic in the development industry. But primarily the big difference here, he basically reserved more area for single family, because things the ratio he had more lots to fit in that area. So those lots had to get smaller.

Mr. Paladin stated that this gives you a feel of a real neighborhood community and not just a dense rental community.

After Discussion, Manager Mathes cautioned Council to not lead them down the wrong path only six months later to tell him no. so if there is a strong concern, He is hoping they as a body can give them clear direction on what that concern is and also clear direction of what they would like to see change. So that they can modify at the staff level, the comp plan amendment if it needs modified or just simply move on without it. And then also give him directions so they can revise any plans. That is what he hopes they can accomplish.

Council Member Salgado stated that her issue is not the ratio. Manager Mathes responded that the ratio change is what is driving the smaller lot sizes.



Council Member Renick asked what a 40-foot lot versus a 6- foot lot.

Manager Mathes responded that the biggest thing the can accomplish is assuming the developer, meaning the home builder does not change the model. A 60-foot lot gives you room to have an offset setback, so it is larger on one side. If they went with the 60 foot, he would be encouraging Council strongly to mandate a different offset on one side to encourage the potential in the future for that homeowner have the option to go to the back. He would do a five on one side 15 on the other.

Council Member Renick asked aside from parking in the back behind the house what else would be a downside of having 40-foot verses 60 foot.

Manager Mathes responded it is a buyer's choice, some people have no problem living in 40-foot lots.

Mayor Tyson gave an example of zero lot lines, he would not like to live in a zero lot lines but he knows people that prefer too and are very happy. He thinks a lot of people in Fellsmere now live with neighbors that are not too close but not the new generation. They have to think out of the box.

Mr. Paladin added that basically what we design, and build is market driven. They build what we can sell, but they do not build what we cannot sell. And the biggest selling point here is the price point. He did it in Fort Pierce. He is not doing this for charity, they are still making money. Maybe not as much as he could. But it is not important to him at this stage in his life. He likes to be proud of what he does.

Manager Mathes did encourage Council if they do pass this first reading, he hopes that it carries forward because this is the beginning of an approval process and the do not want to get to the point of having to go back to the drawing board and spend a lot of money to redo things.

Council Member Salgado said no to 40-foot lots. Council Member Herrera agreed.

Attorney Warren Dill stated that this is a comprehensive plan amendments, it is not a regular. And on your comp plan rules, which are different than our regular ordinance adoption rules, you have to hold the first reading, which they are trying to get through tonight. And then they have to have their first public hearing. But it is really like a second reading. It is a second reading, but first public hearing. And if it is approved t goes up to Tallahassee and Tallahassee gets to look at it, he thinks they have 45 days or 60 days, it is not very long anymore to look at it. And then it comes back and has a final public hearing on the matter at which it is either adopted or it is not adopted. He just wants to make it clear that just because it is approved tonight, they are not prevented from denying it and at the next meeting, they are not prevented from denying it when it comes back for a second hearing. It is not approved until Council approves it. He is not encouraging Council to vote for it tonight if they are not going to support it.

Council Member Salgado had questions about the infrastructure, how is that going to impact the city.

Manager Mathes responded they are required to provide a professional traffic report, which they have. He has reviewed it, and he has concerns about it, he has sent it off to the county, because it is a county road. And his position is that they both have to be on the same team with regards to reviewing a traffic report, He can't have one for the city and one for the county doesn't make sense, County's reviewing it, they're late on give him their response and once he gets the response, then they are going to reach back out to Wesley and their traffic engineer and share whatever concerns they have. The biggest concern I have is the first report I got which showed a failure of the system. And for some reason, the second report that failure is now gone. Not only is the failure gone, the traffic is even higher, he is confused how they fail at lower traffic, but pass at higher traffic. And then we are going to have discussion with staff on it end of the day, I do not think that matters as much because they are on board with widening 512 Regardless of whether concurrency is met or not. The question is, is when that widening occurs, and they are proposing to do the widening about halfway through the project. There are cash flows concerns on a development, he is spending all that money to do his internal roads, water, sewer, stormwater fill clearing, at the same time having to put out as much money if not more widening 512, he is putting out three or \$4 million, nothing coming in the door. He has been trying to work with him to stage the improvements that he's obligated to do on this list and others, so that he can cash flow through the system. Maybe we need to front end that more, and maybe back into other stuff. And that is the conversation they will have based on the concerns I hear from Council. He does know that CR512 traffic is a concern. He may have to go back and try to find a way to make that earlier in the process. At the end of the day, it is the City Council who are going to dictate what that schedule is because they are the ones who approve



the development order that contains that schedule. He encouraged Council to read the development agreements and there and reach out about the concerns about the timing of certain things and continue that conversation with the applicant.

Council Member Herrera asked when will they talk about parking. Manager Mathes responded that is what they are talking about today, if they are not in support of the comp plan change, they would have a motion of denying first reading, which would stop the process at this point. If they want to negotiate a change and say okay, I do not like what they heard. opposed, but willing to give him some smaller lots but not the whole entire project and provide direction to him today. And he will have to come back to revise combine requests reflecting that direction you have provided.

Council Member Herrera stated that he does not like 40-foot lots and would rather have 60-foot lots. Manager Mathes asked the City Council if they were willing to compromise having some 50 and 60 lots. The majority agreed o negotiate a plan between the comp plan and Mr. Paladin's request. Manager Mathes asked if he wants him to propose something or do they want to give further direction on that split.

Council Member Renick stated that he would like to see more open space and green space out there. There was not a majority vote on more open or green space.

Manager Mathes stated that he will come back as soon as they can meet and work this out to try to find a plan that is 60 and 50. Only 50 being the smallest and try to create a plan that has a mix of both. They do not know what the unit splits are going to be, they do not know what the count is going to be until they do the exercise. He recommended the item be removed from the agenda because the caption will be changing.

Council Member Salgado stated she would prefer March 21<sup>st</sup>. Mr. Paladin agreed to bring it back on March 21<sup>st</sup>.

Attorney Dill stated it will come back under a new Ordinance number because the caption will change.

**MOTION** by Council Member Salgado **SECONDED** by Council Member Herrera to amend the agenda and remove item 13(a) Ordinance 2023-33.

**ALL AYES**

**MOTION CARRIED 5-0**

**ROLL CALL:** AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

**ALL AYES**

**MOTION CARRIED. 5-0**

***Mayor Tyson RECESSED the CITY COUNCIL MEETING at 9:16pm and RECONVENED at 9:25pm.***

**(b) Approval of Indian River County American Rescue Plan Agreement.**

Manager Mathes stated that this was on the agenda a few months back and they chose to take it off because the county had not approved it. The county has since approved it, and they made no changes. This is the agreement between the city and the county to allow the county to give us \$3.4 million to supplement the \$2.8 million the city got from the CDBG grant to expand broadband throughout the city and unincorporated county, I think a majority of the work will be in unincorporated County, which is where most of the issues are. However, they may be emanating from the city and working out so there will be some cities work as well. The timeframe for the county's money is obviously a lot longer than the timeframe for the city. The city is supposed to be done by September of this year. When they do end up selecting a vendor, and that bid opening is February 13, and he will be coming back, hopefully, on the 15<sup>th</sup>. Assuming they can get the county's input to select the vendor by that time or March 7<sup>th</sup> at the latest. to select the vendor and then they will go into probably about a 30-day contract negotiation period to finalize the details of actually building in the process of moving it forward all this time, the city attorney's office is drafting the final contract and feeding off the information they are getting from the bid as well as the meetings. Hopefully by April, we will have a signed contract. The plan is that the city's grants are paying for conduits in the ground, that is it, the county's money is paying for conduits in the ground. The fiber people have to come in and contribute the actual electronic components to that, so that they can maximize the amount of runs. It is not like the city is giving a turnkey operation to somebody to make money off of they have to invest their own money as well. And part of the selection criteria is how much investment



companies are doing. And we also have things in there about community involvement as well. This is just a grant agreement that the county will give us their money. We agree they would be easier just to have one local government manage this instead of two.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Hernandez **SECONDED** by Council Member Renick to approve the Indian River County American Rescue Plan Agreement.

**ALL AYES**

**MOTION CARRIED 5-0**

**(c) Approval** of piggyback REVIZE Web Services Sales Agreement.

Manager Mathes stated we have been working through a variety of internet vendors to try to find one that can make our site more ADA compliant. About a decade ago, the city switched over to the current provider who claimed to be ADA compliant but as our City Clerk became trained and educated on what that meant to be compliant it is commitment that the city has to be ADA compliant by federal law. This will be one of the process and obviously why they do it will hopefully make it a better website for the public to be able to use and access services. This along with other initiatives like our finance database and other things they are doing he thinks they are creating a better customer service environment is going to take some time to get it in place, but he thinks things are going well. This is just the service agreement. Maria did an excellent job in getting a number of firms and she feels this is the best firm for what they can provide for the price to providing. This has been on our ARPA list for some time, he believes this will be mostly ARPA funded, he would have to look at the ARPA, to see if it covers the entire amount if not, they may come back for an ARPA amendment just to cover it entirely.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Renick **SECONDED** by Council Member Herrera to approve the piggyback REVIZE Web Services Sales Agreement.

**ALL AYES**

**MOTION CARRIED 5-0**

**(d) Approval** of Amendments to the Professional Services Agreement with "A Walk in the Past Productions" and "Applied Webology FL, LLC."

Manager Mathes stated that they approved the contract but unfortunately, it did not contain a couple items that were requested by the vendor. Rich Votopka is a local historian, he is not a company. He is a retired engineer who does this historical stuff as a passion. So, he does not carry professional insurance. He carries personal insurance. And some of the city's insurance terms are a little high for him. And he asked if the city could lower them. He is not driving; he is going to be walking. One of the things was the city had a million-dollar auto insurance policy and there were also changes regarding how the city pays them they originally drafted as a single payment, obviously they need some cash flow during the process to keep them happy. There were other changes but those were some of the highlights there. They are just trying to accommodate a local vendor to be successful in this project.

Attorney Warren Dill agreed to Manager Mathes comment. They have prepared the agreement that did come before Council, and it was approved. After it was prepared the individuals involved decided that they wanted some changes in the contract Mark has gone over those changes. They made various changes to the contract as Mark discussed, and it is back before Council tonight. The changes were not consequential.

Attorney Rhodeback interjected that he would like to see in the future and if there was an issue with the agreement, then bring it to our attention sooner.

Manager Mathes responded that one of the issue was is we didn't include this contract in the bid documents, so they didn't have a chance to see it. He added that in the future the city will just have Attorney Dill prepare it for the bids, so it is part of the bid package, so they will see it as part of the bid package. This was not done until after the bid, so they did not have a chance to see it.

Being no further discussion Mayor Tyson entertained a motion.



**MOTION** by Council Member Renick **SECONDED** by Council Member Hernandez to approve the Amendments to the Professional Services Agreement with "A Walk in the Past Productions" and "Applied Webology FL, LLC."

**ALL AYES**

**MOTION CARRIED 5-0**

- (e) **Approval** of Wetland Mitigation Credit Reservation and Sale for SW Lake and State Street Improvement Project.

Manager Mathes this is the State Street reservoir expansion, which is in the Carter James neighborhood, there was a wetland there that in my opinion was worth absolutely nothing full of pines and all the things that destroy a wetland. But nevertheless, it is still a wetland, the city has to pay for its mitigation, because they are going to expand the lake. The mitigation costs are \$14,400 for the total mitigation costs was over his threshold, so he could not do it without Council's permission. He did pay the deposit because that required a 10% deposit. The total was around \$16,000 and this is authorization to pay the rest of the mitigation to allow the city to get the permit so that they can put that out to bid.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Salgado **SECONDED** by Council Member Renick to approve the Wetland Mitigation Credit Reservation and Sale for SW Lake and State Street Improvement Project.

**ALL AYES**

**MOTION CARRIED 5-0**

- (f) **Approval** of proposal for EXP US Services for engineering services for Planning, Design and Permitting of the Southern Bypass.

Manager Mathes presented the Council with a map of the city's long range transportation plan out of the comprehensive plan of the city Fellsmere and the Southern bypass. The Southern bypass starts across the street from Treasure Coast Community Health follows the Fellsmere Water Control District right away until it enters the Fellsmere Farms property goes past Sand Lakes cuts into the Corrigan Ranch, it then comes all the way down and connects to 60. It is a parallel route to 95. He is asking permission to apply for a grant to do the planning, design and permitting for that road in hopes that the city gets selected and then can apply in following years for a construction grant. This has to be close to a \$20 million project if not more. The only people that have that kind of money is the federal government and he felt it was better to go in two phases. They get a buy in from their design and permitting, which makes it more likely we get a construction grant at that time. Because the city will have crossed all the bells and whistles of public involvement and all the things they look for.

EXP is one of the city's newer engineering consultants from their recent continuing update list. And they are eager to get started. And they picked them because they have experience in this grant program, and also provide all the services that would be needed, so they do not have to go to different engineers. This grant also requires a cost benefit analysis. When the city goes to the construction phase not here. They have economists that can do that as well. The city has been trying to do this for a couple of years using different consultants, they could never get two people together at the same time. Thankfully, this new firm came on board and offers all the services under one roof. The city switched course and went with them. This is permission to apply for a grant application. And the fee is to cover their costs prepare the application, is about \$20,000. He is going to be requesting reimbursement from Fellsmere Farms because Fellsmere Farms requested that the city do the Southern bypass.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Salgado **SECONDED** by Council Member Hernandez to approve the proposal for EXP US Services for engineering services for Planning, Design and Permitting of the Southern Bypass.

**ALL AYES**

**MOTION CARRIED 5-0**



**(g) ORDINANCE NO. 2024-06/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CITY OF FELLSMERE OFFICIAL ZONING MAP TO CHANGE THE ZONING CLASSIFICATION FROM C-2 GENERAL COMMERCIAL TO POD-PLANNED DEVELOPMENT DISTRICT FOR LAND HAVING A COMPREHENSIVE FUTURE LAND USE MAP DESIGNATION OF GENERAL COMMERCIAL (GC) CONTAINING 5.20 ACRES, MORE OR LESS, LOCATED AT 12201 COUNTY ROAD 512, ON THE EAST SIDE OF OPERATION HOPE FOR A STORAGE AND MAINTENANCE BUILDING OWNED BY TEAGAN, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR ZONING; PROVIDING FOR ZONING MAP; FURTHER PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE. */1<sup>st</sup> Reading and set 2<sup>nd</sup> Reading and Public Hearing for February 15, 2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.*

Mayor Tyson introduced the Ordinance and Attorney Dill read Ordinance No 2024-06, by title only.

Manager Mathes stated this is first reading only and will give his presentation at the public hearing.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Herrera **SECONDED** by Council Member Hernandez to approve the 1<sup>st</sup> Reading and set the 2<sup>nd</sup> Reading and Public Hearing for February 15, 2024, for Ordinance No. 2024-06.

**ALL AYES**

**MOTION CARRIED 5-0**

**ROLL CALL:** AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

**ALL AYES**

**MOTION CARRIED. 5-0**

**RESOLUTION NO. 2024-16/A** RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, APPROVING THE FINAL DEVELOPMENT PLAN FOR A PLANNED DEVELOPMENT CONSISTING OF 5.20 ACRES, MORE OR LESS OWNED BY TEAGAN, LLC FOR A STORAGE AND MAINTENANCE BUILDING LOCATED AT 12201 COUNTY ROAD 512 ON THE EAST SIDE OF OPERATION HOPE PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENT WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR FINAL DEVELOPMENT PLAN APPROVAL WITH CONDITIONS; AND FURTHER PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING PROVISIONS AND AN EFFECTIVE DATE. */1<sup>st</sup> Reading and set 2<sup>nd</sup> Reading and Public Hearing for February 15, 2024 at 7:00 P.M City Council Chambers, 22 S. Orange St., Fellsmere, FL.*

Mayor Tyson introduced the Resolution and Attorney Dill read Resolution No 2024-16, by title only.

Manager Mathes stated this is first reading only and will give his presentation at the public hearing.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Herrera **SECONDED** by Council Member Salgado to approve the 1<sup>st</sup> Reading and set the 2<sup>nd</sup> Reading and Public Hearing for February 15, 2024, for Resolution No. 2024-16.

**ALL AYES**

**MOTION CARRIED 5-0**

**(h) ORDINANCE NO. 2024-08/**AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY ADDING TO CHAPTER 2 ADMINISTRATION, ARTICLE III OFFICERS AND EMPLOYEES SECTION 2-92 BUDGET; PROVIDING FOR RATIFICATION; AMENDMENT; CONFLICTS; SEVERABILITY; CODIFICATION AND AN EFFECTIVE DATE. */1<sup>st</sup> Reading and set 2<sup>nd</sup> Reading and Public Hearing for February 15, 2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.*

Mayor Tyson introduced the Ordinance and Attorney Dill read Ordinance No 2024-08, by title only.

Manager Mathes stated this is first reading only and will give his presentation at the public hearing.



Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Hernandez **SECONDED** by Council Member Renick to approve the 1<sup>st</sup> Reading and set the 2<sup>nd</sup> Reading and Public Hearing for February 15, 2024, for Ordinance No. 2024-08.

**ALL AYES**

**MOTION CARRIED 5-0**

**ROLL CALL:** AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

**ALL AYES**

**MOTION CARRIED. 5-0**

**ORDINANCE NO. 2024-09/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE V BOARDS, COMMISSIONS AND DEPARTMENTS OF THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY AMENDING SECTION 2-167 TERMS DEFINED AND CONSTRUED, SECTION 2-168 CODE ENFORCEMENT SPECIAL MASTER, SECTION 2-169 CODE ENFORCEMENT CLERK AND OTHER EMPLOYEES, SECTION 2-170 ACTIONS BY THE CITY ATTORNEY, SECTION 2-171 ENFORCEMENT PROCEDURE, SECTION 2-172 RIGHTS OF ALLEGED VIOLATORS; PAYMENT OF PENALTY; RIGHT OF HEARING; FAILURE TO PAY AND CORRECT, SECTION 2-173 HEARINGS AND PROCEDURES, SECTION 2-174 PENALTIES, SECTION 2-176 LIENS, AND SECTION 2-179 SCHEDULE OF CIVIL PENALTIES AND COSTS; PROVIDING FOR RATIFICATION, AMENDMENTS, SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE. . /1<sup>st</sup> Reading and set 2<sup>nd</sup> Reading and Public Hearing for February 15,2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.

Mayor Tyson introduced the Ordinance and Attorney Dill read Ordinance No 2024-09, by title only.

Attorney Warren Dill stated this Ordinance has some changes. It is a simple matter of added the comprehensive plan to a couple of places where they talk about using the ability of these ordinances to enforce regulations, regulations in the Code of Ordinances and Land Development Code, they have added Comprehensive Plan to that. Once they get changed, they are going to be adding Comp Plan so these changes will allow the use of these new regulations to enforce violations of the City's Comprehensive Plan, Code of Ordinances and or Land Development Code.

He reviewed the following with the City Council.

- Page 1, item 11, Bottom line it says violations of the city's code we are going to say violations of the City's Comprehensive Plan, Code of Ordinances and Land Development Code. They added Comprehensive Plan.
- Page 4, above section 2-168 (j) A violation means a violation of one or more sections of the City's Comprehensive Plan, Code of Ordinances and or Land Development Code.
- Page 12, paragraph (16) it says Binding interpretation. And then language has been added. It says the City shall decide all questions, conflicts, difficulties and disputes or whatever nature which may arise relative to the interpretation of, and they have added Comprehensive Plan, Code of Ordinances and Land Development Code.
- Page 23, there are two changes on this page, the top quarter of the page below the chart, there is a word that says first paragraph any ordinance or code section. They have added any Comprehensive Plan, Ordinance or Code Section not listed in the foregoing.  
Below that under (2) Assessing Cost. Costs shall be payable by a violator who is found to have violated the City's Comprehensive Plan, Code Enforcement Ordinances and/or Land Development Code. He stated those are the only changes and if they would like to approve this the motion would be to approve ordinance 2024-09 as amended.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Herrera **SECONDED** by Council Member Salgado to approve the 1<sup>st</sup> Reading and set the 2<sup>nd</sup> Reading and Public Hearing for February 15, 2024, for Ordinance No. 2024-09 as amended.

**ALL AYES**

**MOTION CARRIED 5-0**



**ROLL CALL:** AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

**ALL AYES**

**MOTION CARRIED. 5-0**

**ORDINANCE NO. 2024-10/** AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE VII PROCUREMENT SECTION 2-237 BIDDING PROCEEDURES AND SECTION 2-238 PROCEDURE IN LIEU OF BIDDING; PROVIDING FOR RATIFICATION; AMENDMENT; CONFLICTS; SEVERABILITY; CODIFICATION AND AN EFFECTIVE DATE. */1<sup>st</sup> Reading and set 2<sup>nd</sup> Reading and Public Hearing for February 15, 2024 at 7:00 P.M, City Council Chambers, 22 S. Orange St., Fellsmere, FL.*

Mayor Tyson introduced the Ordinance and Attorney Dill read Ordinance No 2024-10, by title only.

Manager Mathes stated this is first reading only and will give his presentation at the public hearing.

Being no further discussion Mayor Tyson entertained a motion.

**MOTION** by Council Member Salgado **SECONDED** by Council Member Hernandez to approve the 1<sup>st</sup> Reading and set the 2<sup>nd</sup> Reading and Public Hearing for February 15, 2024, for Ordinance No. 2024-10.

**ALL AYES**

**MOTION CARRIED 5-0**

**ROLL CALL:** AYES: Council Member Herrera, Council Member Salgado, Council Member Hernandez, Council Member Renick and Mayor Tyson NAYS: None

**ALL AYES**

**MOTION CARRIED. 5-0**

#### **14. ADJOURNMENT:**

There being no further business Mayor Tyson adjourned the meeting at 9:54p.m.

These minutes were approved by the City Council of the City of Fellsmere this \_\_\_\_ day of February 2024

\_\_\_\_\_  
Maria F. Suarez-Sanchez, CMC, City Clerk  
CO20240201MINUTES.DOC



# MARIAN ESTATES



PRESENTED BY:

Mills, Short & Associates

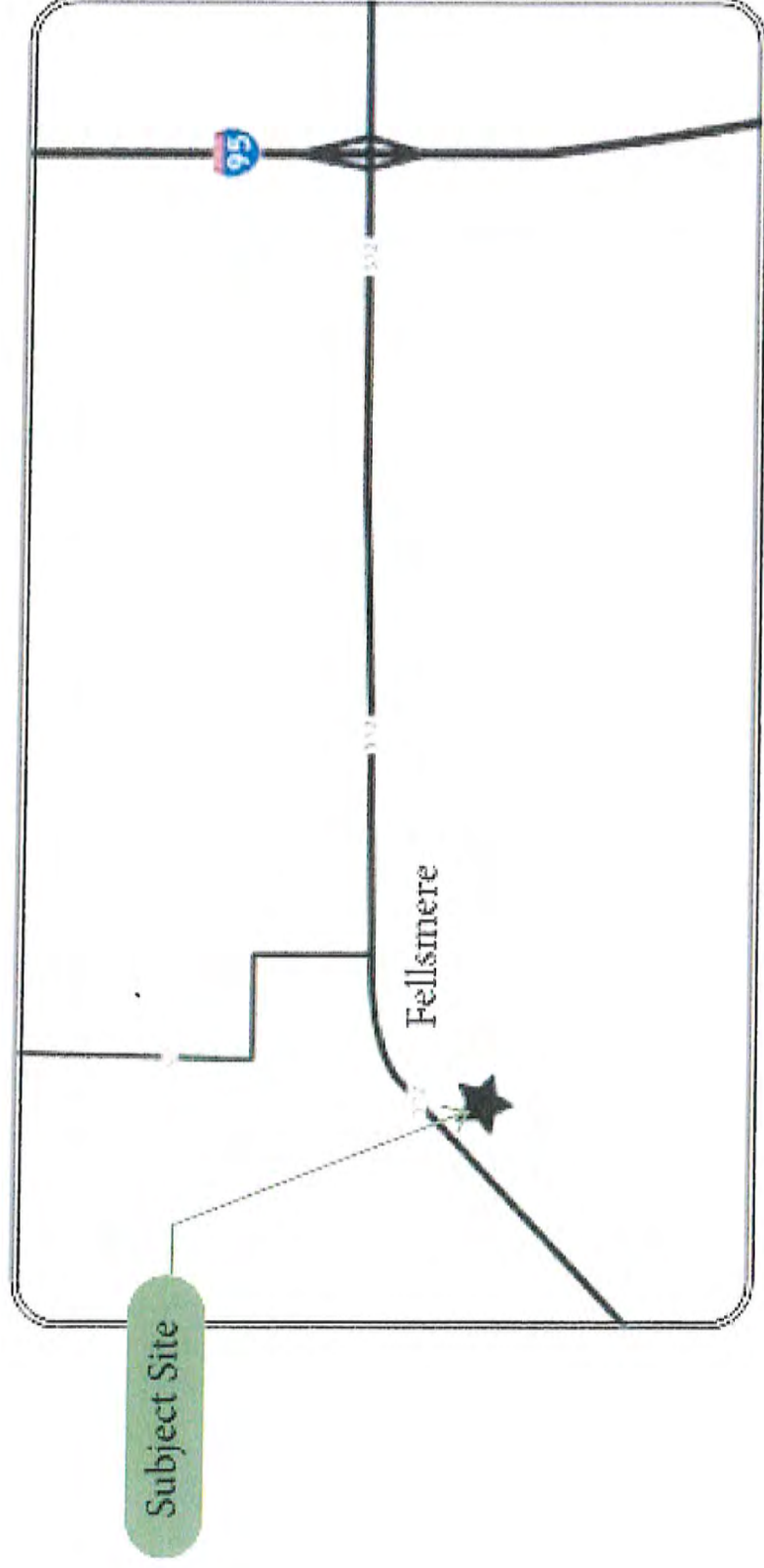
PRESENTED TO:

CITY OF FELLSMERE

PRESENTATION DATE: FEBRUARY 1, 2024



# Project Vicinity



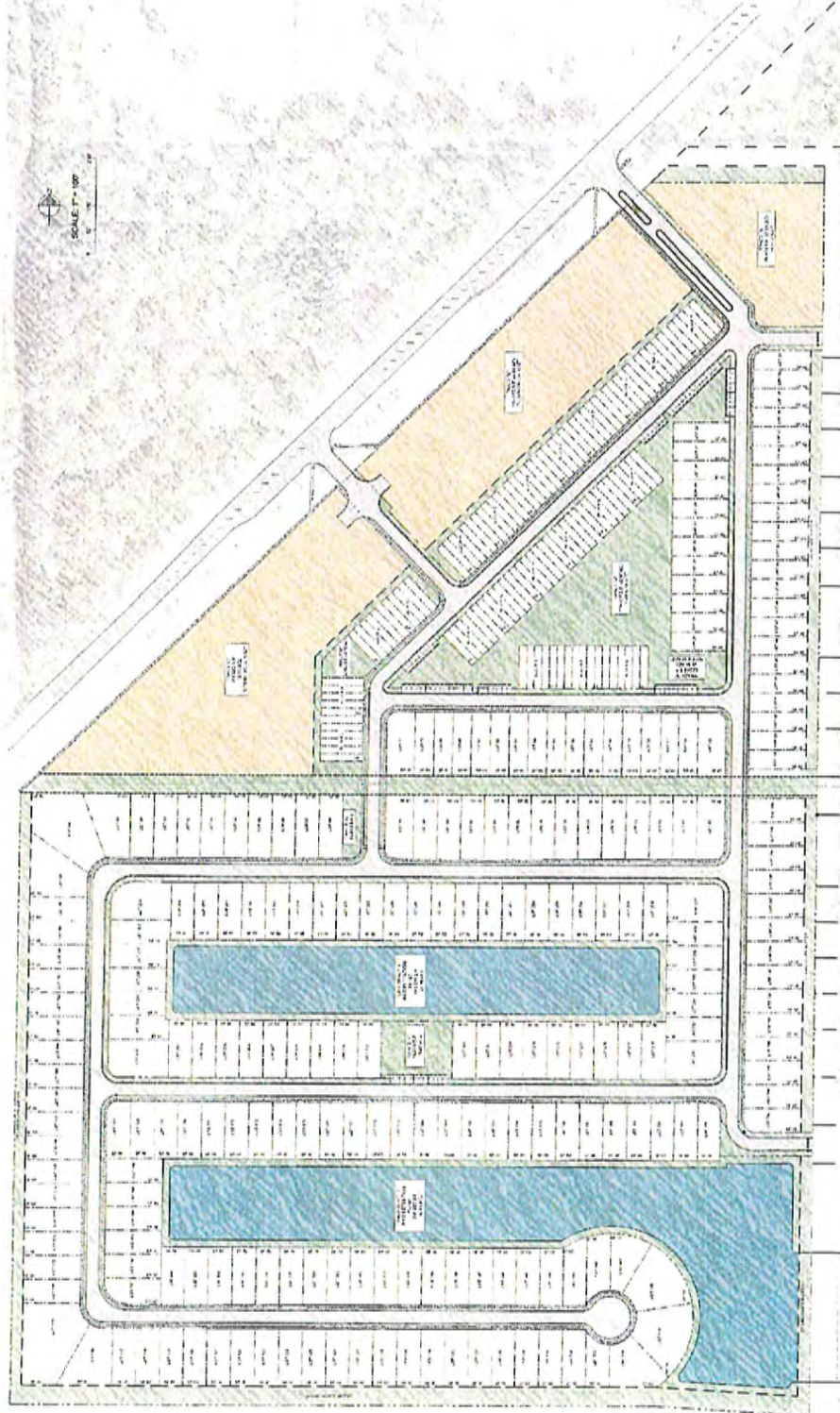


# Project Location





# Site Layout



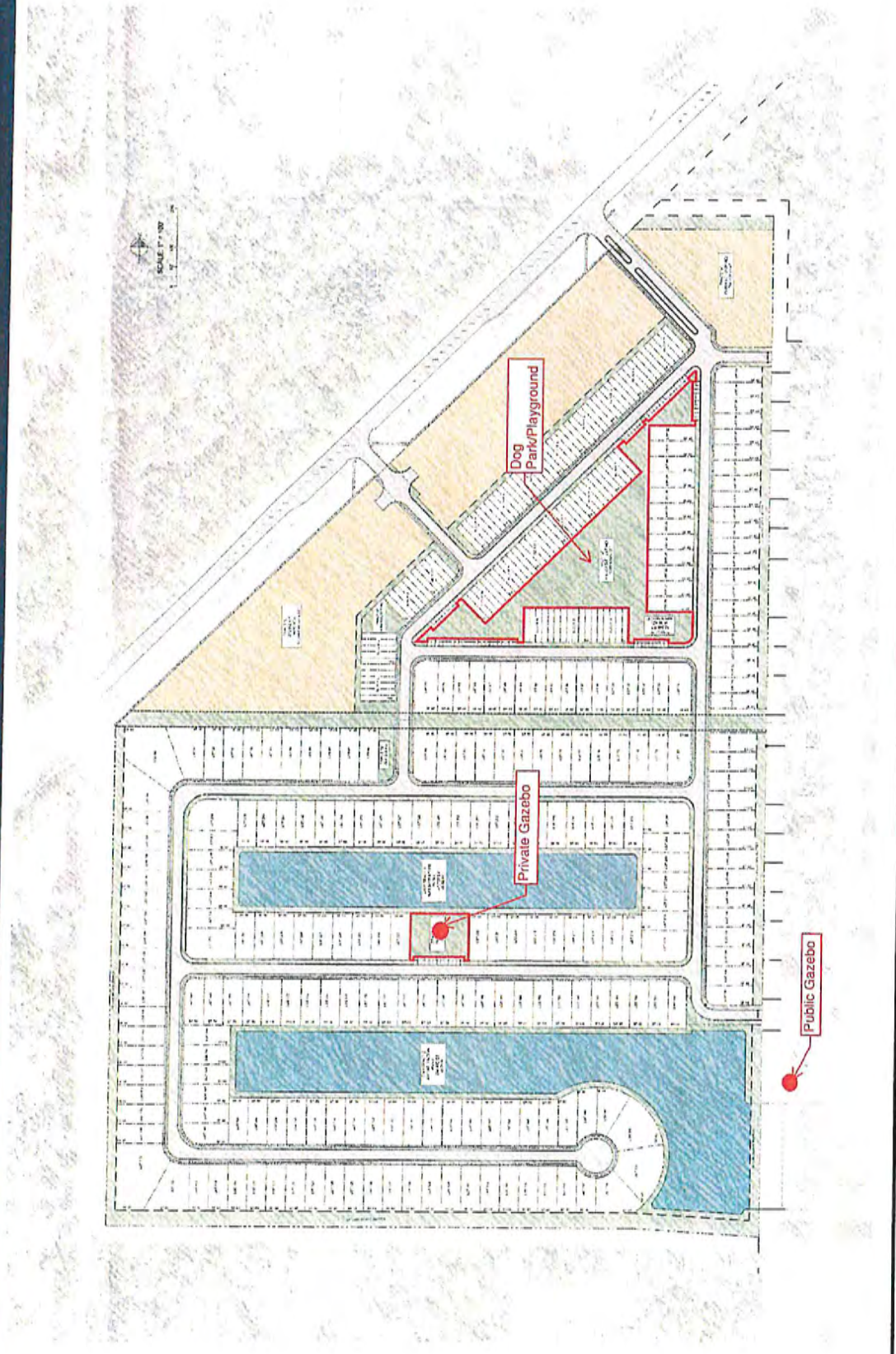


# Proposed Project Data

- Total Site Area: 78.77 acres
  - Commercial: 8.62 acres
  - Fire Station: 1.75 acres
  - Residential: 68.4 acres
- Residential Site Data:
  - 40' wide lots: 49 units
  - 50' wide lots: 178 units
  - Total SF: 227 units
- Townhomes: 105 units
- Total Density: 332 units
- Open Space
  - Required: 23.63 acres
  - Provided: 24.69 acres
- Parking:
  - Required: 639 spaces
  - Provided: 1,006 spaces
    - Driveway
    - Garage
    - Off-street
    - On-street
- Amenities
  - Open Space/Recreational Area
  - Dog Park
  - Playground
  - Public & Private Gazebos



# Site Layout



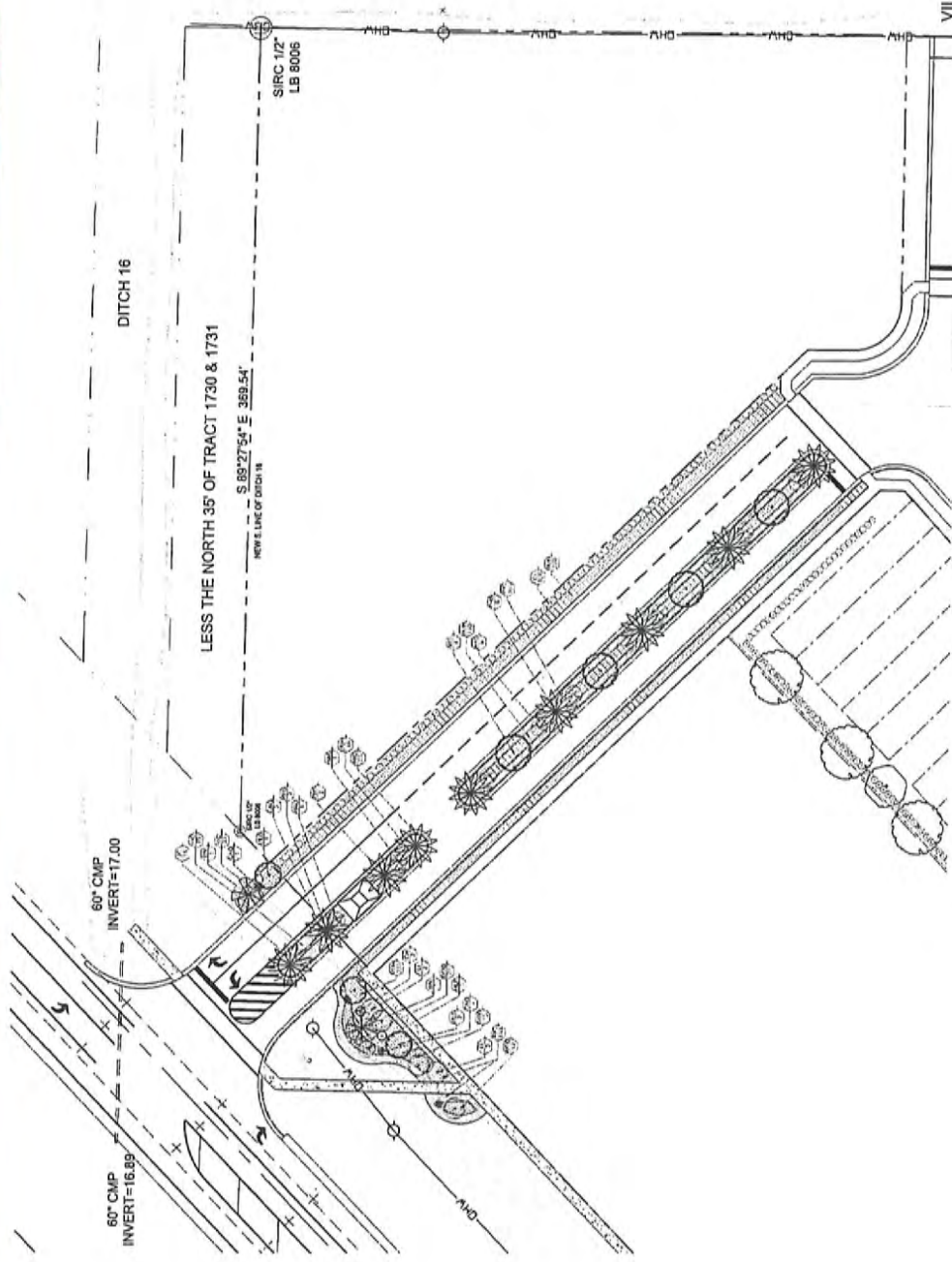


# Landscaping

- 25' Natural Buffer or Landscaped Buffer – All Project Boundaries (except CR512)
- CR512 Landscaping to conform Fellsemere Old Town Overlay District
- Project Perimeter Buffers – Type B
- Internal Walking Paths and Landscaping of Open Space/Recreational Areas
- Littoral Plantings within Stormwater Ponds
- Main Entrance and Boulevard Enhanced Landscaping

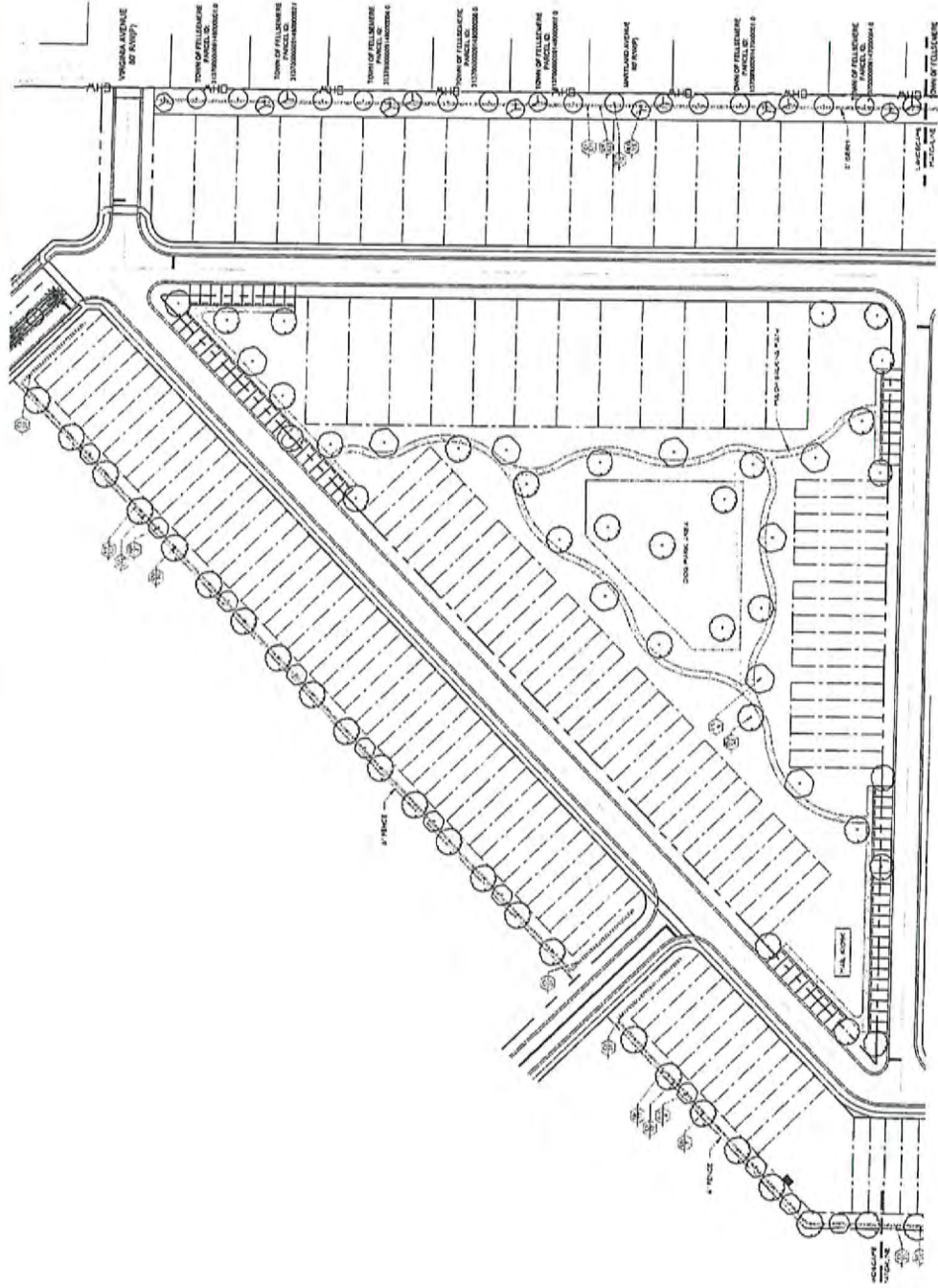


# Landscaping





# Landscaping





# Proposed Annexation Request

	Annexation Agreement	Proposed Modification
Total Density	320 units Single Family: 168 units Townhomes: 152 units	332 units Single Family: 227 units Townhomes: 105 units
SF Lot Width	60'	40' & 50'
Provided Parking	933 spaces	1,006 spaces

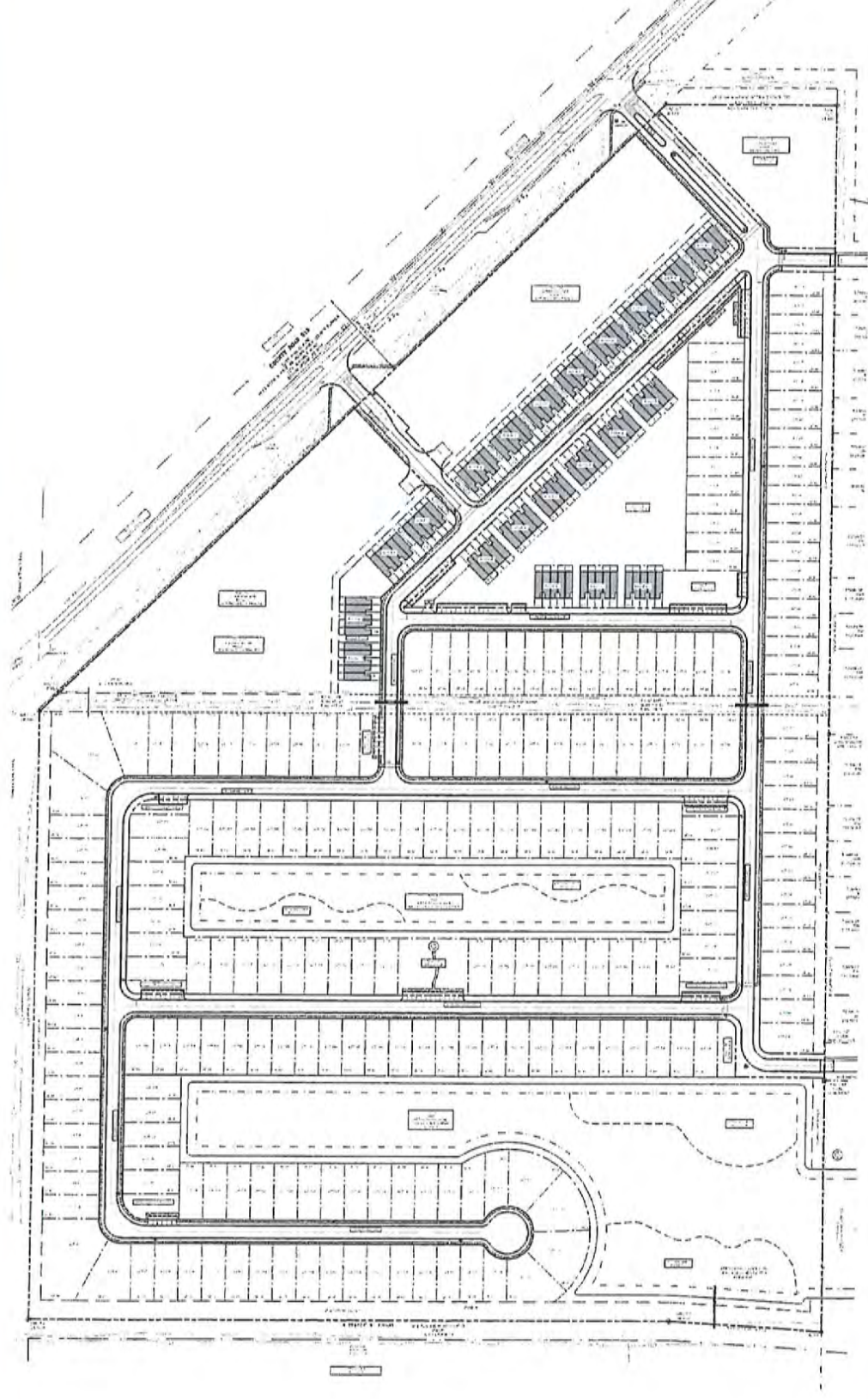


# Proposed Right-of-Way Improvements

- ✓ Two Road Connections to S. Myrtle Street
- ✓ Intersection Improvements at CR512 & Myrtle Street
  - ✓ (Left & Right Turn Lanes)
- ✓ North Myrtle Street Improvements
  - ✓ (Align North Myrtle with Babcock Street)
- ✓ CR512/Broadway Intersection Improvements
  - ✓ Traffic Signal at Broadway and CR512
- ✓ CR512 widening (3 Lanes) from Willow to Myrtle Street (approx. 1.0 mile)
- ✓ 8' Sidewalk along CR 512 from east entrance to existing sidewalk
- ✓ Right & Left turn lanes at all project entrances



# Proposed Site Layout





# Sample Elevations



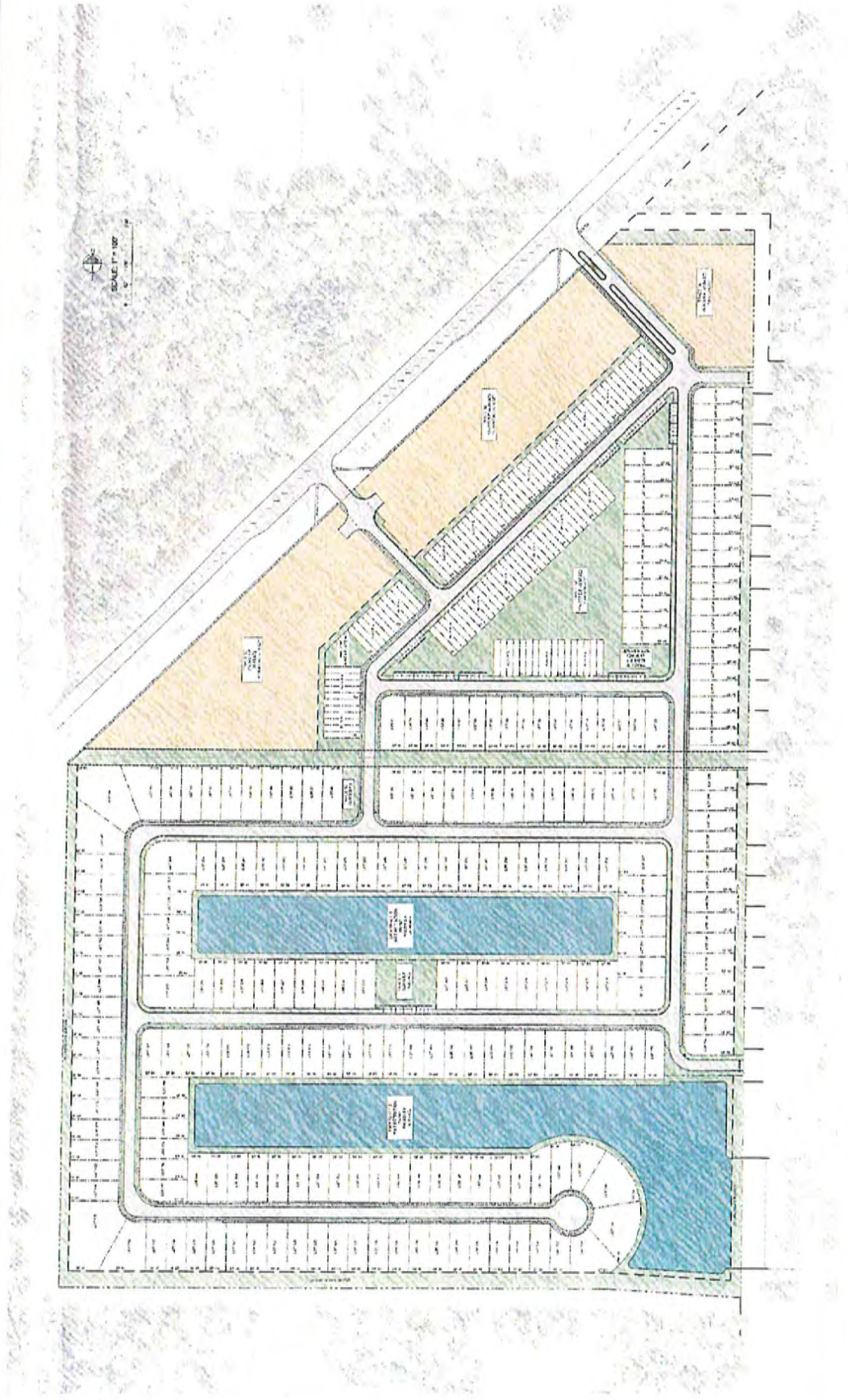


# Sample Elevations





# Site Layout





# Marion Estates

1/4/2024

23-031

Original Development Concept as Set Forth in Comp Plan & Development Agreement at time of Annexation		Proposed New Development Concept as Set Forth in Amended Comp Plan and New Amended Development Agreement	
Single Family Home	168 Units	Single Family Home	227 Units
Town Homes	152 Units	Town Homes	105 Units
Density	Units Per Acre 4.58	Density	Units Per Acre 4.71
40 Foot Wide Lots	None	40 Foot Wide Lots	49
Commercial Area	8.77 Acres	Commercial Area	8.21 Acres
Commercial Land to be Deeded to City	Two (2) 12,000 sq.ft. Commercial Lots to use as City wants	Commercial Land to be Deeded to City	None <i>FIRE STATION SITE</i>





## A PROCLAMATION OF MARCH 2024 AS A MONTH CELEBRATING THE OLDER AMERICANS ACT NUTRITION PROGRAM

**WHEREAS**, on March 22, 1972, President Nixon signed into law a measure that amended the Older Americans Act of 1965 to include a national nutrition program for individuals 60 years and older.

**WHEREAS**, for over 50 years, this landmark law has helped to fund community-based organizations – like Meals on Wheels – and it is still the only federal program designed specifically to meet the nutritional and social needs of older adults.

**WHEREAS**, each year, Meals on Wheels programs from across the country join together for the March for Meals awareness campaign to celebrate its success and garner the support needed to ensure these critical programs can continue to address food insecurity and malnutrition, combat social isolation, enable independence, and improve health for years to come.

**WHEREAS**, Meals on Wheels programs – both congregate and home-delivered, in Indian River County have served our communities admirably for 50 years in Indian River County and in the past year have provided 106,980 meals to 829 clients, and

**WHEREAS**, volunteers for Meals on Wheels programs in Indian River County are the backbone of the program and in the past year, 236 individuals volunteered a total of 18,866 hours delivering nutritious meals to seniors who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

**WHEREAS**, Meals on Wheels programs in Indian River County provide nutritious meals to seniors throughout Indian River County that help them maintain their health and independence, thereby helping to prevent unnecessary falls, hospitalizations and/or premature institutionalization; and

**WHEREAS**, Meals on Wheels programs in Indian River County provide a powerful opportunity for social connection for millions of seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and

**WHEREAS**, Meals on Wheels programs in Indian River County deserve recognition for the heroic contributions and essential services they have provided and will continue to provide to local communities, our State and our Nation.

**WHEREAS**, the senior population is increasing substantially, and action is needed now to support local Meals on Wheels programs through federal, state, and local funding; volunteering; donations; and raising awareness to ensure these vital services can continue to be delivered for years to come.

**NOW, THEREFORE, I JOEL TYSON**, as Mayor of Fellsmere, Florida do hereby proclaim March 2024 as a month celebrating the Older Americans Act Nutrition program and urge every community member to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national celebration can enrich our entire community and help combat senior hunger and isolation in America.

Dated this 15<sup>th</sup> day of February 2024

---

Joel Tyson, Mayor, Fellsmere, Florida



**City of Fellsmere City Council**  
**Agenda Request Form**

**Meeting Date: February 15, 2024**

**Agenda Item#: 7 (a)**

☒ PUBLIC HEARING  
☐ Ordinance on Second Reading  
☐ Public Hearing

☒ **RESOLUTION**

☐ DISCUSSION

☐ **ORDINANCE ON FIRST READING**

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

**SUBJECT:** Final Development Plan (FDP) approval to allow for outdoor storage and wholesaling in addition to existing residential and retail uses on site.

**RECOMMENDED MOTION/ACTION:** Conduct 2<sup>nd</sup> Reading and Public Hearing and Approve Resolution No. 2024-03.

**Approved by City Manager** Mark Mather **Date:** 2-7-24

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	<b>Attachments:</b> 1. CC Reso #2024-03 and exhibits
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>X</u> or Not applicable in this case ____ (Please initial one.)

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

**Summary Explanation/Background:** The applicant, Mr. Eric Nuno, owns a property addressed as 32 N. Broadway. The 0.58-acre site was developed in 2005 with a OTD, Old Town District Future Land Use designation and a OTD Zoning classification. The applicants have requested Condition Use approval to allow a permanent food truck to be permanently placed at the site. The project is consistent with the Comprehensive Plan and all concurrency requirements of the City. Site specific design relief is provided for in Section 4 of Resolution 2024-02 and entails the following:

- Section 5.3 (DD) That alcohol may be served at the site subject to receipt of all required local and state permits and licenses.
- Section 7.2(G) Relief from the parking space requirement from 21 required spaces to 18 provided spaces subject to Payment in Lieu of Parking as required by the Land Development Code at a reduced rate of \$3,500 per space.
- Section 9.3(A0(5)(a) Relief from the minimum 4:12 rood slope requirement for the existing building and 2:12 rood slope requirement for the proposed front porch structure.
- Section 9.3(B)(3)(a)(2) Relief to allow one (1) money transfer vending machine (ATM) to be placed at the front of a principal building located to the north end of the existing porch. All other machines dispensing or containing merchandise shall be located to the side of the principal structure.
- Section 9.3(I)(6) Waive payments for all improvements to the adjacent alleyway swale.



- Section 9.4(A)(2)(a) Relief from the first floor of the establishment matching the same elevation as the sidewalk along N. Broadway.
- 9.4(B)(1)(b) Deferral from requirement access from the rear alleyway until the rear alleyway is constructed. Upon completion of the alleyway, the removal of the existing driveway abutting Broadway Street is required and shall be complete within sixty (60) days. The Applicant shall be responsible for any and all repairs to restoration the the Broadway sidewalk system impacted by the driveway.
- 9.4(B)(4) Relief from the 0-3' Front setback requirement. The new structure will have a setback at approximately 16.25".
- 9.4(C)(1) Payment in lieu of providing planting and maintenance of Street trees along Broadway Street dut to future construction. The City will procure, install, and maintain the required trees at a later date. Payment hall be \$150/Inch of required tree caliper which equals \$1,135.0. Payment shall be provided within twelve months of approval.
- Section 9.4(G)(1) Relief from the Civic Space requirement as the site is already developed to promote on-street searing and gathering space.
- Memorialize that no new Open Space (interior) trees will be required as a result of the development provided that the existing exceptional specimen trees found on site (Live Oaks) are kept and maintained in a manner consistent with the Land Development Code.



**RESOLUTION  
NO. 2024-03**

**A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, PERTAINING TO THE GRANTING MAJOR RELIEF BY CONDITIONAL USE PERMIT AND SITE PLAN APPROVAL FOR ONE (1) MOBILE FOOD VENDING UNIT OWNED BY FRUTERIA NUNO, LLC LOCATED AT 32 NORTH BROADWAY IN THE NORTH BROADWAY OVERLAY DISTRICT; PROVIDING FOR RATIFICATION; CONSISTENCY WITH THE COMPREHENSIVE PLAN AND THE LAND DEVELOPMENT CODE; APPROVAL OF CONDITIONAL USE PERMIT AND SITE PLAN; CONDITIONS OF APPROVAL; REPEAL OF CONFLICTING PROVISIONS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Fruteria Nuno, LLC (hereinafter the “Applicant”) have applied for a Conditional Use Permit (“CUP”) and Site Plan approval for a parcel of land described in Exhibit ‘A’ attached hereto and by this reference made a part hereof (the “Property”); and

**WHEREAS**, the Applicant has applied for a Conditional Use Permit and Site Plan approval for one (1) Mobile Food Vending Unit for the Property; and

**WHEREAS**, the Planning and Zoning Commission heard the Applicant’s request and received the input, comments and evidence from all interested persons and determined that the Conditional Use Permit and Site Plan were consistent with the applicable provisions of the Comprehensive Plan 2035 and Land Development Code and thereafter recommended approval of the Conditional Use Permit and Site Plan at their \_\_\_\_\_, 2024 meeting; and

**WHEREAS**, the City Council has received the input, comments and evidence from all interested persons, citizens, and affected persons; and

**WHEREAS**, the City Council has determined that the approval of the Applicant's request for a Conditional Use Permit and Site Plan are consistent with the Goals, Objectives, and Policies of the Comprehensive Plan, the Land Development Code and the Code of Ordinances of the City of Fellsmere as required in Section 17.19C of the Land Development Code (“LDC”); and

**WHEREAS**, the City Council has determined that the approval of the Site Plan is consistent with Article XIV of the Land Development Code.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fellsmere, Indian River County, Florida, as follows:

**SECTION 1. RATIFICATION.** The above recitals are hereby ratified, confirmed and adopted as legislative findings of the City Council.



**SECTION 2. CONSISTENT WITH COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE.** The Conditional Use Permit Application is consistent with the general purpose, goals, objectives, policies and standards of the Comprehensive Plan 2035, Land Development Code and the Code of Ordinance of the City of Fellsmere. The following findings of fact are made:

- a. The proposed conditional use will not have an undue adverse effect upon nearby property.
- b. The proposed conditional use is compatible with the existing or planned character of the neighborhood in which it would be located.
- c. All reasonable steps have been taken to minimize any adverse effect of the proposed conditional use on the immediate vicinity through building design, site design, landscaping, and screening.
- d. The proposed conditional use will be constructed, arranged, and operated so as not to interfere with the development and use of neighboring property, in accordance with applicable district regulations.
- e. The proposed conditional use will be served by adequate public facilities and services, including roads, police protection, fire protection, solid waste disposal, water, sewer, drainage structures, parks and mass transit.

**SECTION 3. APPROVAL OF CONDITIONAL USE PERMIT AND SITE PLAN.** Subject to the requirements and conditions set forth in Section 4 of this Resolution, the Conditional Use Permit and Site Plan for one (1) Mobile Food Vending Unit for the Property located at 32 North Broadway Street and more particularly described in Exhibit 'A', are hereby approved.

**SECTION 4. CONDITIONS OF APPROVAL.** The approval of the Conditional Use Permit and Site Plan are subject to and expressly conditioned on the continuous satisfaction of, and compliance with, the following conditions and requirements:

1. Before commencement of development, the Applicant shall obtain all Federal, State, County and Local permits as may be applicable to any new development, redevelopment, or use of the Property and to continuously keep such permits current and in good standing. Issuance of this development order by the City does not create any right on the part of the Applicant to obtain a permit from a Federal, State, County or Local agency and does not create any liability on the part of the City for issuance of a development permit if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a Federal, State, County or Local agency or undertakes actions that result in a violation of Federal, State, County or Local law. See Section 166.033 F.S.
2. After the first year following the issuance of a Certificate of Occupancy or a final inspection for the improvements, the City Council shall have the authority to hold hearings at any time to review the Mobile Food Vending Units activity



- for compliance with all conditions and requirements of approval and all applicable ordinances and resolutions of the City. If the use of the Property is not in compliance, the City Council may amend the Conditions of Approval, revoke or suspend the Local Business Tax Receipt (occupational license), terminate the Final Site Plan and Conditional Use, or refer the matter to the Code Enforcement Special Master as a code violation for other sanctions as deemed appropriate.
3. The use, occupancy, development, or redevelopment of the Property shall be limited to and in accordance with the Site Plan attached as Exhibit 'B' and this Resolution. Where specific provisions in this Resolution or in the Land Development Code are not addressed on the Site Plan, the specific provisions of this Resolution or in the Land Development Code shall apply to the development on the Property.
  4. All public or private improvements required under the terms of this Resolution shall be constructed at the expense of and by the Applicant as approved by the City.
  5. Noncompliance with the following sections of the Land Development Code is approved:
    - A. 5.3(DD) Alcohol may be served subject to receipt of all required local and state permits and licenses.
    - B. 7.2(G) Relief from the parking space requirement from 21 required spaces to 18 provided spaces subject to Payment in Lieu of Parking as required by the Land Development Code rate of \$3,500.00 per space.
    - C. 9.3(A)(5)(a) Relief from the minimum 4:12 roof slope requirement for the existing building and front porch area.
    - D. 9.3(B)(3)(a)(2) Relief to allow one (1) money transfer vending machine and one (1) other machine dispensing or containing merchandise. The money transfer vending machine shall be placed at the front porch of the principal building and at its north end. The propane tank shall be placed on the side of the principal building.
    - E. 9.3(I)(6)-Waive payment for improvements to the adjacent alleyway swale. 9.4(A)(2)(a) Relief from the first floor of the establishment matching the same elevation as the sidewalk along N. Broadway.
    - F. 9.4(G)(3) Deferral from Architectural elevations being submitted for the 20' x 20' pergola until such time as a building permit is applied for. The structure shall meet the architectural standards for the overlay district.
    - G. 9.4 (B)(1)(b) Deferral from requiring access from the rear alleyway until the rear alleyway is constructed. Upon completion of the alleyway, the removal of the existing driveway abutting Broadway Street is required and



shall be completed within sixty (60) days. The Applicant shall be responsible for any and all repairs or restoration of the Broadway sidewalk system impacted by the driveway.

- H. 9.4(B)(4) Relief from the 0-3' Front setback requirement. The existing structure has a setback of approximately 40'.
  - I. 9.4(C)(1) Payment in lieu planting and maintenance of Street Trees along Broadway due to future construction. The City will procure, install and maintain required trees at a later date. Payment shall be \$150.00 of required caliper for a total cost of \$1,125.00. Payment shall be made to the City within twelve months of effective date of this Resolution.
  - J. 9.4(G)(1) Relief from the Civic Space requirement as the site is developed to promote on-street seating and gathering space.
  - K. Memorialize that no new Open Space (interior) trees will be required as a result of the development provided that the existing exceptional specimen trees found on site (Live Oaks) are kept and maintained in a manner consistent with the Land Development Code.
- 6. The Applicant shall install the required landscaping not omitted thru relief that meets the Old Town District (OTD) overlay requirements within twelve (12) months of the effective date of this Resolution. The applicant shall prepare a landscape plan for review and approval by the City no later than thirty (30) days prior to installation of required landscaping.
  - 7. The Applicant shall install one handicap parking space with ADA path to main entrance to serve the development within ninety (90) days of the effective date of this Resolution.
  - 8. The Applicant shall obtain a driveway/patio permit for the installation of new brick-paver patio and/or concrete sidewalks.
  - 9. The Applicant shall remove all improvements upon the Property that are in conflict with the Final Site Plan and Landscape Plan and return such areas to sod or landscaping.
  - 10. Concurrent with the construction of any portion of the brick paver or concrete outdoor dining pad/gazebo, the Applicant shall construct an ADA compliant access to the proposed patio area from the North Broadway sidewalk.
  - 11. The Applicant is proposing to use a stabilized millings surface for the proposed parking area. The Applicant shall maintain the millings surface parking free of grass or weed intrusions and keep the millings surface in a neat and orderly arrangement confined only to the areas shown on the Final Site Plan. At the sole discretion of the City, the Applicant shall convert the millings surface parking spaces to an alternative City-approved stabilized surface within sixty (60) days of receiving written notification from the City.



12. All new signs, site lighting and all site furnishings will require compliance with the sign, lighting, and architectural standards of the OTD, Old Town Overlay District to the extent signs, lighting and site furnishings are so regulated. Signage on umbrellas or street furniture is prohibited.
13. No outdoor sales shall be conducted from a vehicle, trailer, truck, or other device and/or vehicle, with the exception of the singular approved food truck.
14. Prior to the public hearing for this Resolution the Applicant shall execute a Non-Exclusive Cross Access/Cross Parking/Stormwater Easement and Agreement with the City of Fellsmere in the form attached hereto as Exhibit 'C' and deliver same to the City Clerk. The Agreement shall be recorded in the Public Records at the cost of the Applicant.
15. The Applicant shall subscribe for and maintain solid waste pick up service from a solid waste hauler having a franchise with the City and shall have constructed the required dumpster enclosure within ninety (90) days of the completion of the alley improvements.
16. Prior to the public hearing for this Resolution the Applicant shall execute a Unity of Title across all lots within the Property in the form attached hereto as Exhibit 'D' and deliver same to the City Clerk. The Unity of Title shall be recorded in the Public Records at the expense of the Applicant.
17. Prior to the public hearing for this Resolution the Applicant shall convey to the City without charge a five (5') foot wide alley dedication along the west property line, as more particularly described in Exhibit 'E' attached hereto and deliver same to the City Clerk.
18. The Applicant shall comply with all requirements in Section 5.3 DD Mobile Food Vending Units of the Land Development Code.
19. As provided in Section 9.3(G)(7) - The Applicant shall provide payment in the amount of \$2,100 into the city's transit fund prior to commencement of Phase II.
20. Applicant shall obtain a Business Tax Receipt (BTR) from the City of Fellsmere for the one (1) mobile food vending unit and all other businesses or vending units on site.
21. If the parking provided on site is determined by the City, at its sole discretion, to be inadequate to serve the demand for parking generated by the use of the Property, the Applicant shall be required to limit the use of the Property commensurate with the available parking to support such use or construct additional parking within sixty (60) days of receipt of written directive of the City.
22. The Applicant shall enter into a required payment agreement with the City for the Indian River County Impact Fees requirement for Restaurant Uses prior to issuance of a building permit for each phase of construction as noted below:



**PHASE I**- Construction of a 16.5'x 33' food truck pad and utilization of the existing front porch for a 10 x 10 outdoor seating area equaling \$14,362.92.

**PHASE II**- Conversion of a 10'x 10' area for outdoor seating area equaling \$1,930.50.

**PHASE III**- Construction of a 20'x 20' pergola/seating area equaling \$7,744.00.

The applicant will be required to pay for any upcharges if at any time the IRC fee schedule is amended.

23. As provided in Section 17.19 I, Land Development Code, the Conditional Use Permit and Site Plan granted by this Resolution may be revoked for:

A. Violation of any condition or requirement imposed in this Resolution.

B. Upon complaint and proof of adverse effect on adjacent properties.

The Conditional Use Permit and Site Plan may be revoked only after the City Council holds a public hearing, unless the permittee consents to a revocation of the Conditional Use Permit and Site Plan. If the permittee provides written consent to the revocation to the City Manager or designee, he shall revoke the Conditional Use Permit and Site Plan and notify the City Council of the revocation.

24. A violation of any of the conditions or requirements of approval shall constitute a code violation subject to enforcement through the Code Enforcement Special Master, unless a different remedy is specifically provided in any such condition or requirement, in which case such different remedy shall either supersede this provision or be in addition to code enforcement action as determined by the City.

**SECTION 5. REPEAL OF CONFLICTING PROVISIONS.** All previous resolutions or parts thereof, which conflict with the provisions of this Resolution, to the extent of such conflict, are superseded and repealed.

**SECTION 6. SEVERABILITY.** If any section, part of a sentence, paragraph, phrase or word of this Resolution is for any reason held to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Resolution without such unconstitutional, invalid or inoperative part.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was moved for adoption by Council Member \_\_\_\_\_ The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:



The Mayor thereupon declared this Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF FELLSMERE, FLORIDA**

\_\_\_\_\_  
Joel Tyson, Mayor

ATTEST:

\_\_\_\_\_  
Maria Sanchez-Suarez, City Clerk

2023.12.19 Matter No. 23-139 Resolution No. 2024-03 Conditional Use Permit



**EXHIBIT "A"**  
**TO**  
**RESOLUTION NO. 2024-03**

**Legal Description of Real Property**

Lots 10, 11,12, 13,14, and 15, Block 97, Town of Fellsmere, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 3 and 4, of the Public Records of St. Lucie County, Florida now lying in Indian River County, Florida.



FUTURE ALLEYWAY- CONNECTORS  
TO BE BUILT BY CITY TBD

20'X20' PERGOLA FOR DINING  
PHASE 3

ADDRESS 32 NORTH BROADWAY  
 ZONING OLD TOWN OVERLAY DISTRICT (OTD)  
 ACREAGE 0.48 ACRES (20,906 SQ. FT.)  
 EXISTING BUILDINGS 3,264 SQ. FT. (75,480)  
 PHASE 1 10000 TRUCK PAV, CONC WALK, NEW PARKING, EXIST PATIO CONN. = 762,825 SQ. FT. (24,543)  
 PHASE II ONEY FRONT PATIO ADJACENT AND REAR PARKING = 2,687,575 SQ. FT. (25,830)  
 PHASE III GARAGES AND ADDITIONAL SIDEWALK AREA = 710 SQ. FT. (2,325)  
 TOTAL IMPROVEMENTS AREA AT BUILD OUT COMPLETION = 14,062,235 75% (20,293) ALLOWED

SCOPE OF WORK STATEMENT  
THE PROJECT CONSISTS OF  
MODIFICATION OF AN EXISTING  
SITE TO BRING IT TO COMMERCIAL  
STANDARD AND IS INCLUSIVE OF  
PARKING FOR ONE (1) FOOD TRUCK  
WITH ASSOCIATED PARKING WITH  
AN ON SITE BATHROOM AND STORAGE  
BUILDING. FUTURE IMPROVEMENTS INCLUDE  
ADDITIONAL PARKING, INTERCONNECTIVE  
SIDEWALK, AND FUTURE OUTDOOR SEATING.

TRAFFIC IMPACT STATEMENT:  
BASED UPON ITS MANUAL, THE TOTAL  
NUMBER OF DAILY TRIPS IS EXPECTED TO BE  
UNDER THE DEC 400 COUNT THRESHOLD.

TABLE 9.6.2.4 "SITE DEVELOPMENT STANDARDS"	
PROPOSED	REQUIRED
LOT WIDTH 100'	50'-0" MIN.
FRONT SETBACK 14'	0-3' FEET
SIDE SETBACK 3'	0' OR 25'
REAR SETBACK 3'	ON OR EQUIV. TO 3'
BUILDING LENGTH 62'	LESS THAN 80'
MAX HEIGHT 1 STORY	3 STOREYS MAX. HT.
MAX COVERAGE 85%	125 ALLOWED
MAX SIZE 5000 SQ.FT.	UP TO ENJOIN ALLOWED
FLEEN AREA RATED 1	UP TO 2.8 ALLOWED
MIN. UNIT SIZE 2000SQ.F	500 SQ. FT. MINIMUM

**SPECIAL NOTE:**  
THIS BRUYEWAY WAS GIVEN  
SPECIAL APPROVAL BY CITY  
COUNCIL ACTION IN 2021. IT  
IS TO BE ABANDONED AND  
RESTORED AFTER ALLEYWAY  
IS COMPLETE.

NOTE: THE APPLICANT SHALL PREPARE A LANDSCAPE PLAN FOR REVIEW AND APPROVAL BY THE CITY NO LATER THAN 30 DAYS PRIOR TO THE INSTALLATION OF REMAINING LANDSCAPING



FRUITERIA NUNO DEVELOPMENT PLAN  
332 N. BROADWAY

	FINAL MOVEMENT PLAN	
File	Building/Room	Date

**Due Date of Report**

FRATELLA MARIO  
28 N BROADWAY  
FELLSMORE, FL 32740

Unit	Unit
Vol	A-1
Page	
Page	1 of 1

PROPOSED SITE PLAN - FRUITERIA NUNO 32 N. BROADWAY ST.  
1" = 30'-0"



**EXHIBIT "C"**  
**TO**  
**RESOLUTION NO. 2024-03**

**NON-EXCLUSIVE CROSS ACCESS/CROSS PARKING AND STORMWATER EASEMENT  
AND AGREEMENT**



**NON-EXCLUSIVE  
CROSS ACCESS/CROSS PARKING/STORMWATER EASEMENT  
AND  
AGREEMENT**

**THIS AGREEMENT**, is made to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by FRUTERIA NUNO, LLC, whose address is \_\_\_\_\_, Florida 32949, hereinafter referred to as "Grantor" to the CITY OF FELLSMERE, FLORIDA, a municipal corporation existing under the laws of the State of Florida, whose address is 22 S. Orange Street, Fellsmere, Florida 32948, hereinafter referred to as "Grantee" or "City". When referring to both the Grantor and Grantee they shall be known as the "Parties".

\*Whenever used herein the term Grantor and Grantee include all parties to this instrument and their heirs, legal representatives, successors and assigns.

**RECITALS**

The Grantor is the owner of that certain parcel of land located at 32 North Broadway, Fellsmere, Florida 32948, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter referred to as "Grantor's Land". The Grantor has requested relief from certain Land Development Code provisions and the City's Land Development Code requires all on-site parking to be provided with cross-parking and cross access allowances. As a condition of granting relief from certain provisions of the Land Development Code and to affect the ability to utilize the parking for cross access and on-site cross parking, the Grantor gives this Non-Exclusive Cross Access/Cross Parking/Stormwater Easement and Agreement to the City for the purpose of conveying stormwater from the Grantor's Land and other lands eligible to utilize the City-owned stormwater treatment facility to the City owned stormwater treatment facility, providing for cross-access to and from neighboring parcels along the parking drive aisle and providing cross parking within a portion of the on-site parking area.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), the approval of a conditional use for a mobile food vending unit, the approval of a site plan, the mutual covenants herein contained, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Ratification. The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.
2. Easements. Grantor hereby grants and conveys to Grantee, its successors and assigns the following authorizations, easements, rights, and interest in gross:
  - i. A perpetual, non-exclusive easement across, over, through and under that certain easement area as described in Exhibit "B" attached hereto and by this reference made a part thereof, hereinafter referred to as "Cross Access Area";



- ii. for use by the general public for the purpose of ingress and egress for pedestrian, bicycle and vehicular traffic to and from the parcels of land (lots) adjoining the Grantor's Land in order to facilitate traffic flow between the properties and reduce traffic movement to and from the adjoining street. The Grantee shall have the right at its sole discretion, but not the obligation to construct, reconstruct, improve, maintain and repair the Cross Access Area; and
  - iii. A perpetual, non-exclusive easement across, over, through and under that certain easement area as described in Exhibit "C" attached hereto and by this reference made a part thereof, hereinafter referred to as "Cross Parking Area"; for use by the general public for the purpose of parking and ingress and egress for pedestrian, bicycle and vehicular traffic to and from the parcels of land (lots) adjoining the Grantor's Land in order to facilitate traffic flow between the properties and reduce traffic movement to and from the adjoining street; and
  - iv. A perpetual, non-exclusive easement across, over, through and under that certain area as described in Exhibit "D" attached hereto and by this reference made a part thereof, hereinafter referred to as "Stormwater Area", for use by the City to collect, convey and store stormwater runoff from the Grantor's Land and pass through stormwater runoff from other lands. The Grantee shall have the right at its sole discretion, but not the obligation to obtain permits, construct, reconstruct, improve, maintain and repair the Stormwater Area.
3. Grantee's Rights and Responsibilities. The Grantee shall have the right to keep the Cross Access Area, Cross Parking Area and Stormwater Area, hereinafter collectively referred to as "Easement Areas", free from (a) trees, undergrowth or other obstructions, whether natural or artificial; (b) anything which may constitute a hazard or endanger persons attempting to permit, construct, reconstruct, improve, expand, reduce, install, operate, maintain, repair, replace or inspect the Easement Area; (c) anything which may increase the cost of permitting, constructing, reconstructing, improving, expanding, reducing, installing, operating, maintaining, repairing, replacing, inspecting or using any of the improvements within the Easement Areas and (d) anything which may unreasonably interfere with any of Grantee's easements, rights and interest under this Agreement. Should Grantee elect at its sole discretion to implement any of the Grantees rights hereunder regarding the Cross Access Area and/or Stormwater Area, the Grantee shall be responsible for making such applications and executing such permits as may be necessary, and paying all costs necessary to permit, construct, reconstruct, improve, expand, reduce, install, operate, maintain, repair, replace or inspect the Cross Access Area and/or Stormwater Area.
4. Grantor's Use and Acknowledgment. The Grantor hereby reserves for itself the right to use the Easement Areas; however, the Grantor's use or use by their guests, invitees, lessees, licensees or others may not (i) violate any provision of this Agreement; (ii) constitute a hazard or endanger persons attempting to construct, reconstruct, improve, expand, reduce, install, operate, maintain, repair, replace or inspect within the Easement Areas; (iii) obstruct passage or the use of the Easement Areas or (iv) unreasonably interfere with any of Grantee's easements, rights or interest under this Agreement. The Grantor acknowledges and confirms that the rights and interests granted and retained herein do not relieve the Grantor from



continuing to comply with all conditions of all approvals of development permits that have been or may be issued for the Grantor's Land and all rules and regulations that govern the use of the Grantor's Land. Grantor may obtain a permit and construct the Cross Access Area, Cross Parking Area and/or Stormwater Area. In the event, Grantor constructs improvements in support of the Cross Access Area, Cross Parking Area and/or Stormwater Area that lies outside the boundaries of the Grantor's Land, the Grantor shall be reimbursed on a pro-rata share basis for the cost of said off-site improvements through a cost reimbursement agreement with the City, the terms of which shall be determined by the City. The Grantee shall be responsible for making such applications and executing such permits as are necessary for the construction of the Cross Parking Area and shall be responsible for all costs and expenses necessary to permit, construct, reconstruct, improve, expand, reduce, install, operate, maintain, repair, replace or inspect the Cross Parking Area.

5. Common Permit. Grantor acknowledges and confirms their ongoing requirements to comply with St. Johns River Water Management District requirements to obtain a General Permit and, if applicable, an Environmental Resource Permit for development or redevelopment of the Grantor's Land. Grantor further acknowledges and confirms that the cost of all permits and all permit conditions that may be imposed by the St. Johns River Water Management District as part of the Grantor's General Permit shall be the financial responsibility of the Grantor. The Grantor further acknowledges and confirms their authorization of the Grantee to make application and execute such permits on Grantor's behalf as may be necessary to implement the Grantees rights granted hereunder.
6. Sovereign Immunity. Nothing contained in this Agreement shall be construed as a waiver of any immunity from, or limitation of, liability the Grantee may have under the Doctrine of Sovereign Immunity of Section 768.28 Florida Statutes, as amended. In the event any claim or lawsuit is brought against the Grantee the Grantee shall not be liable to pay a claim or a judgment by any one person or entity or any claim or judgment or portions thereof which when totaled with all other claims or judgments paid arising out of the same incident or occurrence, which exceeds the amount of liability as set forth in Section 768.28 Florida Statutes, provided that the payment of said claim(s) shall be further limited to the actual amount of insurance proceeds paid for such claim(s). Nothing in this Agreement shall be construed as consent by the Grantee to be sued by third parties in any matter whether arising out of this Agreement or anything else whatsoever.
7. Taxes. Grantor shall pay all personal property taxes and assessments on its property and structures. Grantor shall also pay all real estate taxes levied against Grantor's Land and improvements thereon. Grantor shall pay all other fees and assessments arising out of Grantor's use of the Easement Areas. Real estate taxes mean all real estate taxes (ad valorem taxes), public and special governmental charges and assessments.
8. Ownership. Grantor hereby covenants with Grantee that the Grantor is lawfully seized of the above-described land (Grantor's Land) in fee simple, and that the Grantor has good right and lawful authority to convey the easements established



hereby.

9. Miscellaneous. The following provisions shall govern this Agreement:

A. Entire agreement. This is the parties' entire agreement. It contains all agreed on terms and conditions regarding the subject matter hereof and supersedes all prior agreements, representations, communications and understandings, which shall have no further force and effect.

B. Amendment. This Agreement shall not be amended or modified at any time except by a writing duly executed by each of the parties.

C. Successors and Assigns. The easement(s) conveyed, granted and declared herein shall be deemed to run with title to the Grantor's Land in perpetuity and are freely assignable by the parties hereto.

D. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, it shall be excised and the balance of the Agreement shall be given full force and effect, and no other provision or provisions herein contained shall be invalid, inoperative, or unenforceable to any extent whatsoever, if, absent the excised portion, the Agreement remains within the parties' intent.

E. Notices. All notices, consents, requests, instructions, approvals, and other communications provided for herein and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered personally, sent by registered or certified mail (return receipt requested), postage prepaid, or legibly transmitted by facsimile or electronic transmission (with proof of sending) and promptly confirmed by mail, to the respective addresses set forth above, as the case may be. Notice duly made hereunder shall be effective the day of its having been delivered personally, faxed or electronically transmitted and two (2) days after its having been mailed. The addresses may be changed by giving notice of the new address as set forth herein.

F. Rules of Construction. The following rules govern this Agreement: (a) Gender, etc. As used herein, the singular includes the plural, the plural includes the singular, and the use of any gender shall be deemed to include the opposite and neutral gender as the case may be; (b) Captions. All section, schedule and exhibit headings are inserted herein for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect the interpretation of this Agreement; (c) Construction. The parties shall be deemed to have participated equally in preparation of this Agreement. Neither this Agreement nor any provision herein shall be construed more strictly for or against either party by reason of that party's responsibility for drafting. (d) Reference to Agreement. *Hereof, herein, or hereunder* and other compounds of *here* shall mean and refer to the entire agreement and not to any particular section, article, provision, exhibit, or paragraph unless so required by context.

G. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflicts of laws. Notwithstanding



this, if judicial proceedings between the parties are necessary to enforce or interpret the provision hereof, venue for such judicial proceedings shall be in the State Courts of Florida in Indian River County or the Federal courts having jurisdiction over Florida for the Southern District of Florida.

H. Right to Injunction Relief. Grantor and Grantee recognize that Grantee would suffer substantial and irreparable damage in the event of a breach of Grantor's agreements contained herein. Grantor and Grantee recognize that in the event of a breach of this Agreement, Grantee shall be entitled to an injunction to enforce the terms of this Agreement and that such injunction relief shall be in addition to any other rights that may be available to the Grantee.

I. Parties in interest. This Agreement shall be binding upon the parties hereto and upon their respective heirs, personal representatives, successors-in-title and assigns, and all other persons, parties or legal entities claiming by, through or under such parties.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

K. Effect of Invalidation. If any particular provision of this Agreement is held to be invalid by any court, the validity of such provision shall not affect the validity of the remaining provisions hereof.

L. Waiver. Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iii) waive, in whole or in part, performance of any of the obligations of the other party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.

M. Attorneys' Fees. In the event of litigation regarding the enforcement, breach or interpretation of this Agreement or otherwise to enforce its provisions, the prevailing party in such proceedings shall be entitled to recover, in addition to any relief the court may allow, reasonable attorneys' fees, paralegal charges and costs incurred in connection with such proceeding, including those incurred in connection with any related appellate or bankruptcy proceeding.

N. Headings. The headings of sections and subsections are only for convenient reference and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

O. Time of Essence. Time is of the essence of Grantor's and Grantee's obligations under this Agreement.

**IN WITNESS WHEREOF**, the Grantor and Grantee have hereunto set Grantor's and Grantee's hand and seal the day and year above written.



Signed, sealed and delivered  
in the presence of:

WITNESSES AS TO ALL:

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

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

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

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

GRANTOR:  
FRUTERIA NUNO, LLC, a Florida  
limited liability company

\_\_\_\_\_  
Maria R. Nuno, Member

\_\_\_\_\_  
Francisco Nuno, Member

\_\_\_\_\_  
Eric Alejandro Nuno, Sr., Member

\_\_\_\_\_  
Juan Nuno, Member

GRANTEE:

CITY OF FELLSMERE, FLORIDA

\_\_\_\_\_  
Joel Tyson, Mayor

ATTEST:

\_\_\_\_\_  
Maria F. Suarez-Sanchez, City Clerk

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of [ ] physical presence  
or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_, 202\_, by Joel Tyson, Mayor of City of  
Fellsmere, Florida, who are personally known to me or who have produced \_\_\_\_\_ as  
identification.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 202\_, by Maria R. Nuno, Francisco Nuno, Eric Alejandro Nuno, Sr., and Juan Nuno all Managers of Fruteria Nuno, LLC, who are personally known to me or who have produced \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida

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

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

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

2023.12.12 Matter No. 23-139 Cross access-Cross Parking-Stormwater Easement and Agreement Exhibit "C"



EXHIBIT "A"

GRANTOR'S LAND

Lots 10, 11, 12, 13, 14, and 15, Block 97, Town of Fellsmere, according to map or plat thereof, as recorded in Plat Book 2, Pages 3 and 4, of the Public Records of St. Lucie (now Indian River) County, Florida.



EXHIBIT "B"

CROSS ACCESS AREA

The Parties agree that the location of the Cross Access Area has not been determined by the City and when the City determines the location of the Cross Access Area an amendment to this Agreement will be prepared replacing this Exhibit "B" with a new Exhibit "B" setting forth the legal description of Cross Access Area. The Amendment shall be recorded in the Public Records of Indian River County, Florida.



EXHIBIT "C"

CROSS PARKING AREA

The Parties agree that the location of the Cross Parking Area has not been determined by the City and when the City determines the location of the Cross Parking Area an amendment to this Agreement will be prepared replacing this Exhibit "C" with a new Exhibit "C" setting forth the legal description of Cross Parking Area. The Amendment shall be recorded in the Public Records of Indian River County, Florida.



EXHIBIT "D"

STORMWATER AREA

The Parties agree that the location of the Stormwater Area has not been determined by the City and when the City determines the location of the Stormwater Area an amendment to this Agreement will be prepared replacing this Exhibit "D" with a new Exhibit "D" setting forth the legal description of Stormwater Area. The Amendment shall be recorded in the Public Records of Indian River County, Florida.



**EXHIBIT "D"**  
**TO**  
**RESOLUTION NO. 2024-03**

UNITY OF TITLE



This Instrument Prepared by  
And Return to:  
Warren W. Dill, Esq.  
Dill, Evans & Rhodeback  
1565 US Highway 1  
Sebastian, FL 32958

### DECLARATION OF UNITY OF TITLE

WHEREAS, the undersigned is/are the fee simple owner(s) of the following described property situated in the City of Fellsmere, Indian River County, Florida.

Legal Description(s):

Lots 10, 11, 12, 13, 14 and 15, Block 97, Town of Fellsmere, according to the map or plat thereof as recorded in Plat Book 2, Page 3, Public Records of St Lucie County, Florida, now lying in Indian River County, Florida. Less and except the Westerly five (5) feet of the above described lands conveyed to the City of Fellsmere, Florida by Warranty Deed recorded simultaneously with this Declaration of Unity of Title.

Also known as 32 North Broadway, Fellsmere, Florida 32948.

WHEREAS, the undersigned has made application for issuance of a development order on a project designed in a manner which necessitates the above-described parcels being held in single ownership as one entire tract.

NOW, THEREFORE, the undersigned declares that such parcels will in the future, be held and treated as one single parcel of land, which is not to be divided for sale or transfer of ownership other than as a single tract unless then current Land Development Code requirements are met.

The covenant stated herein shall be considered binding on all future successors and owners and shall be strictly enforceable by the City of Fellsmere, Florida in accordance with its Land Development Code and shall remain valid until such time as released in writing by an authorized representative of the City of Fellsmere, Florida, by recorded document.

The Unity of Title was prepared for the use and benefit of the City of Fellsmere and it is not intended for use by any other party.

WITNESS the hand and seal of the undersigned, this \_\_\_\_ day of \_\_\_\_\_, 2024.

NAME(S) OF ALL OWNER(S): Fruteria Nuno, LLC, a Florida limited liability company

MAILING ADDRESS: 32 North Broadway, Fellsmere, Florida 32948



Signed and sealed in the presence of the following witnesses:

AS TO ALL:

Signature of Witness: \_\_\_\_\_  
Printed Name of Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature of Witness: \_\_\_\_\_  
Print Name of Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature of Owner: \_\_\_\_\_  
Print Name: Maria R. Nuno, Member

Signature of Owner: \_\_\_\_\_  
Print Name: Francisco Nuno, Member

Signature of Owner: \_\_\_\_\_  
Print Name: Eric Alejandro Nuno, Sr., Member

Signature of Owner: \_\_\_\_\_  
Print Name: Juan Nuno, Member

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024 by means of ☐ physical presence or ☐ online notarization, by Francisco Nuno, Maria R. Nuno, Eric Alejandro Nuno, Sr., and Juan Nuno all Managers of Fruteria Nuno, LLC, who are personally known to me or whom have produced \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_



**EXHIBIT "E"**

**RESOLUTION NO. 2024-03**

**5' REAR ALLEYWAY DEDICATION**

**WARRANTY DEED**



SALE: NONE  
DOC. STAMPS: \$.70

This Instrument was prepared by  
and should be returned to:

City of Fellsmere, Florida  
Community Development Department  
22 South Orange Street  
Fellsmere, Florida 32948

.....(Space above this line for recording data).....

## WARRANTY DEED

*This Warranty Deed* executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **Fruteria Nuno, LLC**, a Florida limited liability company, whose address is 32 North Broadway, Fellsmere, Florida 32948, hereinafter referred to as "Grantor" to **City of Fellsmere, Florida**, a municipal corporation existing under the laws of the State of Florida, whose post office address is 22 S. Orange Street, Fellsmere, Florida, 32948, hereinafter referred to as "Grantee".

**WITNESSETH** that said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Indian River County, Florida, to-wit:

### SEE ATTACHED EXHIBIT "A" TO WARRANTY DEED

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to governmental regulations, covenants, rights of way, restrictions, easements and reservations of record, if any, but this provision shall not operate to reimpose the same, and taxes for this year and subsequent years.

**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 Grantor, either in law or equity, to the proper use, benefit and behoof of 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 the land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

*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:

AS TO ALL:

WITNESSES:

Sign: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

GRANTOR  
FRUTERIA NUNO, LLC

\_\_\_\_\_  
Francisco Nuno, Member

\_\_\_\_\_  
Maria R. Nuno, Member

EXHIBIT "E"



Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Eric Alejandro Nuno, Sr., Member

\_\_\_\_\_  
Juan Nuno, Member

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Francisco Nuno, Maria R. Nuno, Eric Alejandro Nuno, Sr., and Juan Nuno, all Managers of Fruteria Nuno, LLC, who are ☐ personally known to me or ☐ have produced as identification.

"SEAL"

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No. is: \_\_\_\_\_

2023.12.12 Matter No. 23-139 Warranty Deed – Exhibit E

EXHIBIT "E"



# **EXHIBIT "A"**

The Western five feet (5') of Lots 10, 11, 12, 13, 14 and 15, Block 97, Town of Fellsmere, according to the map or plat thereof as recorded in Plat Book 2, Page 3, Public Records of St. Lucie County, Florida, now lying in Indian River County, Florida.



**City of Fellsmere City Council  
Agenda Request Form**

Meeting Date: February 15, 2024

#7(b)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING<br><input checked="" type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> <b>ORDINANCE ON FIRST READING</b><br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input checked="" type="checkbox"/> <b>RESOLUTION</b><br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|--|---|

**SUBJECT:** An amendment to change the City of Fellsmere Official Zoning Map from C-2, General Commercial to PDD and Final Development Plan (FDP) approval to allow for a Storage and Maintenance Facility with associated offices, parking, and vehicle maintenance activities on site.

**RECOMMENDED MOTION/ACTION:** Conduct 2nd Reading and Public Hearings for Ordinance No. 2024-06 and Resolution No. 2024-16

Approved by City Manager *[Signature]* Date: 2-7-24

<b>Originating Department:</b> Community Development	Costs: \$ N/A Funding Source: Acct. #	<b>Attachments:</b> 1. CC Ordinance. #2024-06, 2. CC Reso #2024-16, 3. Final Development Plan w/ Exhibits
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone <u>X</u> or Not applicable in this case ____ (Please initial one.)

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

**Summary Explanation/Background:** The applicant, Mr. John Brown of Teagan LLC, owns a property addressed as 12201 CR-512. The 5.37-acre site currently has a GC, General Commercial future land use designation. The applicant is seeking to rezone the property from C-2, General Commercial, to PDD- Planned Development. The applicant is seeking to develop the property into a storage and maintenance facility for commercial vehicles. The project consists of a 3,750 square foot building with offices and associated parking and maintenance related activities. All maintenance activity is behind a fence or is contained within the building and not readily visible to the public. The site also will be utilizing both natural and new landscaping along to effectively shield the view into the rear work areas. The project is consistent with the Comprehensive Plan and all concurrency requirements of the city.

The applicant will be requesting site specific design relief approved for in Section 4 of Resolution #2024-16 for the Final Development Plan and entails the following:

- Section 9.3(A)(1) & 9.3(A)(4) Relief from the Architectural Standards regulations as these provisions were created to have specific building design criteria for structures that front the CR-512 corridor. The proposed building lies approximately 330' south of the CR-512 corridor and would not adversely affect the overall design aesthetic which is normally required as a result of the district regulations. The relief requested would only apply to this project site, with any additional structures that front CR-512 meeting the General District regulations for architectural design.



- Section 9.3(B)(3)(d) Relief from the service doors to be located only at the rear of the proposed structure.
- 9.3(C)(10) Relief from the Building foundation planting requirements- but only from the rear and sides of the building as these areas are designed for heavy vehicular traffic.
- Section 9.3(G) Deferral from the Civic Space Requirement as this site is technically not developed to engage the active CR-512 corridor. A Civic Space Requirement that will meet City of Fellsmere standards will be constructed at the time that the norther outparcel is developed along the CR-512 road frontage.
- Section 9.3(H) Deferral from the Public Frontage and throughfare standards. Additional inter-connection sidewalks and driveways to internal and adjacent properties will be constructed at the time that the northern outparcel is developed along the CR-512 frontage corridor.
- Section 9.4(H)(7)(b) Deferral to the construction of a sidewalk along CR-512 until such a time as an outparcel to the norther is developed along the CR-512 road frontage.
- Section 9.7(A)(1) Relief from the proposed building to be oriented toward CR-512. The site as proposed lies approximately 330' from the CR-512 corridor. The applicant intends to create a secondary driveway perpendicular to CR-512 that the building will be oriented toward.

The following Conditions of Approval will be required at the time of the final adoption of Resolution #2024-16. Reference Section 3(9) through (23). of the Resolution:

- The applicant will sign a five (5') foot wide Limited Access Easement to regulate access to CR-512 immediately upon request of Indian River County or the City.
- If the development is ever removed or destroyed, the relief requested above shall cease.
- The applicant shall immediately upon request of the City enter into a Non-Exclusive Cross Access and Drainage Easement with the City for cross parking access and drainage all without charge to the city.
- The applicant shall construct a connection to CR-512 to all Indian River County standards and requirements located to the east side of the property.
- The applicant shall be required to design and receive a County permit for a left turn lane from CR-512 at the proposed access location.
- The applicant shall convey to the City without charge a ten (10') wide strip of land lying at the north property line and adjacent and parallel to County Road along CR-512 as required for its future expansion and deliver same to the City Clerk- see exhibit 'C'
- All landscaping shall meet the CR-512 Frontage overlay district standards at the time of planting. All landscaping shall be maintained in perpetuity by the Applicant.
- The applicant shall provide additional landscaping along the entire length of the west property line to effectively screen the property from adjacent developments with a 'Type "A"' buffer screen.
- The Applicant shall subscribe for and maintain solid waste pick up service from a solid waste hauler having a franchise with the City and shall have constructed the required dumpster enclosure within ninety (90) days of the effective date of the Resolution.
- The applicant shall install lighting at the entryway of the property near CR-512 with the requirements of Section 7.13 of the Land Development Code.



**ORDINANCE  
NO. 2024-06**

**AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CITY OF FELLSMERE OFFICIAL ZONING MAP TO CHANGE THE ZONING CLASSIFICATION FROM C-2 GENERAL COMMERCIAL TO PDD-PLANNED DEVELOPMENT DISTRICT FOR LAND HAVING A COMPREHENSIVE FUTURE LAND USE MAP DESIGNATION OF GENERAL COMMERCIAL (GC) CONTAINING 5.20 ACRES, MORE OR LESS, LOCATED AT 12201 COUNTY ROAD 512, ON THE EAST SIDE OF OPERATION HOPE FOR A STORAGE AND MAINTENANCE BUILDING OWNED BY TEAGAN, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR ZONING; PROVIDING FOR ZONING MAP; FURTHER PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**

**WHEREAS**, Teagan, LLC, a Florida limited liability company, the owner of the land described herein, (the “Applicant”) filed an Application with the City of Fellsmere to amend the City’s Official Zoning Map to incorporate said land thereon as PDD-Planned Development District; and

**WHEREAS**, the Applicant owns 5.20 acres, more or less with a Future Land Use Map designation of General Commercial (GC), as described on Exhibit “A” attached hereto and by this reference made a part hereof; and

**WHEREAS**, The Applicant has petitioned the City to amend the City’s Official Zoning Map to a zoning district of Planned Development District (PDD) for said land; and

**WHEREAS**, the Planning and Zoning Commission/Local Planning Agency held a duly noticed public hearing on \_\_\_\_\_, 2024, and made a finding that the Planned Development District (PDD) zoning designation was consistent with the Comprehensive Plan and applicable provisions of the Land Development Code and recommended that the City Council approve the zoning request; and

**WHEREAS**, the City Council held a duly advertised public hearing, made a finding that the PDD zoning designation was consistent with the Comprehensive Plan and applicable provisions of the Land Development Code; and

**WHEREAS**, the City Council has determined that the PDD zoning is in the best interest of the public health, safety, environmental and general welfare and that it is appropriate to adopt this amendment to the Official Zoning Map.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. RATIFICATION.** The above recitals are hereby ratified, adopted and



incorporated herein as legislative findings of the City Council.

**SECTION 2. CONSISTENCY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE.** The Application to amend the City's Official Zoning Map is consistent with the Comprehensive Plan, Section 17.15 A. 5. of the Land Development Code and other applicable provisions of the Land Development Code all of the City of Fellsmere. The following additional findings of facts are made:

1. The amendment is not in conflict with any applicable portions of the Land Development Code;
2. The amendment is consistent with all elements of the City of Fellsmere Comprehensive Plan;
3. The amendment is consistent with existing and proposed land uses within the area;
4. The surrounding land uses in the area of the amendment support the amendment;
5. The amendment would not result in excessive demands on public facilities, and the amendment would not exceed the capacity of such public facilities, including but not limited to transportation facilities, sewage facilities, water supply, parks, drainage, schools, solid waste, mass transit and emergency medical facilities;
6. The amendment would not result in significant adverse impacts on the natural environment;
7. The amendment would result in an orderly and logical development pattern;
8. The amendment would not be in conflict with the public interest, and is in harmony with the purpose and interest of the Land Development Code.

**SECTION 3. ZONING.** The following described land is hereby given a City Zoning Classification of PDD-Planned Development District.

**LEGAL DESCRIPTION**

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

**SKETCH OF LEGAL DESCRIPTION**

See Exhibit "A" attached hereto.

**SECTION 4. ZONING MAP.** The Official Zoning Map of the City shall be amended to include the subject land and reflect the designated zoning district.



**SECTION 5. SEVERABILITY.** If any section, part of a sentence, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part.

**SECTION 6. CONFLICT.** All ordinances or parts of ordinances in conflict herewith are repealed to the extent of conflict.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its adoption.

The foregoing Ordinance was moved for adoption by Council Member \_\_\_\_\_ . The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Mayor, Joel Tyson	_____
Council Member Fernando Herrera	_____
Council Member Inocencia Hernandez	_____
Council Member Gerald Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Ordinance fully passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF FELLSMERE, FLORIDA

**ATTEST:**

\_\_\_\_\_  
Joel Tyson, Mayor

\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, City Clerk

I HEREBY CERTIFY that Notice of the public hearing on this Ordinance was published in the Press Journal, as required by State Statute, that the foregoing Ordinance was duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and the first reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and the second reading and public hearing was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, City Clerk



EXHIBIT "A"  
TO  
ORDINANCE NO. 2024-06  
AND  
RESOLUTION NO. 2024-16

That part of Tract 1646 lying South of State Road 512 (Fellsmere Road) and that part of Tract 1647 lying North of Fellsmere Farms Drainage District Canal No. 16. Fellsmere Farms Company Subdivision of unsurveyed Township 31 South, Range 37 East, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for St. Lucie County, Florida recorded in Plat Book 2, Page 1 and 2, said lands situate, lying and being in Indian River County, Florida.

LESS AND EXCEPT the East 100 feet of the above-described lands. Also, less the West 383.48 feet of both Tracts 1646 and 1647.



**RESOLUTION NO. 2024-16**

**A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, APPROVING THE FINAL DEVELOPMENT PLAN FOR A PLANNED DEVELOPMENT CONSISTING OF 5.37 ACRES, MORE OR LESS OWNED BY TEAGAN, LLC FOR A STORAGE AND MAINTENANCE BUILDING LOCATED AT 12201 COUNTY ROAD 512 ON THE EAST SIDE OF OPERATION HOPE PROVIDING FOR RATIFICATION; PROVIDING FOR CONSISTENT WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR FINAL DEVELOPMENT PLAN APPROVAL WITH CONDITIONS; AND FURTHER PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING PROVISIONS AND AN EFFECTIVE DATE.**

**WHEREAS**, Teagan, LLC, a Florida limited liability company, the owner of the land described herein, (the “Applicant” or “Owner”) filed an Application with the City of Fellsmere for a Final Development for a storage and maintenance building (the “Project”); and

**WHEREAS**, the Applicant owns 5.37 acres, more or less, as described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”); and

**WHEREAS**, the Applicant submitted an Application for Planned Development District Zoning, for the development of a storage and maintenance building on the Property, to be adopted along with the Final Development Plan; and

**WHEREAS**, the Planning and Zoning Commission/Local Planning Agency held a duly noticed public meeting on \_\_\_\_\_, 2023 to review the Final Development Plan for the Project and determined that it is in conformance with the official plans and policies of the City and the requirements of Article XVII Section 17.15 of the Land Development Code and recommended that the City Council approve the Final Development Plan; and

**WHEREAS**, the City Council has determined at a duly advertised public hearing that the Final Development Plan is in the best interest of the public health, safety, environmental and general welfare and that it is appropriate to approve the Final Development Plan subject to the conditions contained herein.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fellsmere, Indian River County, Florida, as follows:

**SECTION 1. RATIFICATION.** The above recitals are hereby ratified, confirmed and adopted as legislative findings by the City Council.

**SECTION 2. CONSISTENT WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE.** The Final Development Plan for the Project meets the provisions of the Comprehensive Plan and Land Development Code Section 17.15. The following additional findings of fact are made:

- a. There are adequate public facilities to service the proposed use and complies with Section 17.24 Concurrency Management of the Code.
- b. There is adequate fire protection to service the proposed use.



- c. Ingress and egress to Property and proposed structures are adequate with reference to automotive and pedestrian safety, traffic flow and control, provision of services, and access in case of fire or catastrophe.
- d. Off-street parking areas are adequate with conditions imposed, with attention to automotive and pedestrian safety, traffic flow and control, access in case of fire or catastrophe, convenience to the units it is designed to serve, and landscaping for the buffering of abutting property where applicable.
- e. Recreation and open spaces are adequate, with attention to the location, size and development of the areas in regard to their adequacy, their effect on privacy of adjacent living areas, and their relationship to community wide open spaces and recreation facilities.
- f. Density of development is adequate, within the framework of the permitted density.
- g. General character and compatibility are adequate, with reference to ensuring the proposed development will be designed so as not to cause substantial depreciation of property values or reduce the safety, light and general convenience of neighboring developments.
- h. The environmental impact of the development is acceptable on the total land area of the Property including how development will affect protected species, wetlands, surficial aquifer recharge areas, physical features, and natural resources.
- i. Renderings, architectural elevations, or photographs of the proposed development are adequate.
- j. Water and sewer improvements are in accordance with standards and specifications of the City.
- k. The Final Development Plan provides for dedication of the necessary rights-of-way.

**SECTION 3. FINAL DEVELOPMENT PLAN APPROVAL WITH CONDITIONS.**

The Final Development Plan dated May, 2023 prepared by Carter Associates, INC. as signed by the Mayor on                     , 202\_ and maintained on file in the Community Development Department and City Clerk's office is approved. The following conditions shall apply.

- 1) The use, occupancy, development, phasing or redevelopment of the Property shall be limited to and in accordance with the Final Development Plan attached as Exhibit "B", and by this reference made a part hereof. Where specific provisions in this Resolution or in the Land Development Code are not addressed on the Final Development Plan, the specific provisions of this Resolution or in the Land Development Code shall apply to the development of the Property.
- 2) Before commencement of development, the Applicant shall obtain all Federal, State, County and Local permits as may be applicable to any new development, redevelopment or use of the Property and to continuously keep such permits current and in good standing. Issuance of this development order by the City does not create any right on the part of the Applicant to obtain a permit from a Federal, State, County or Local agency and does not create any liability on the



part of the City for issuance of a development order if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a Federal, State, County or Local agency or undertakes actions that result in a violation of Federal, State, County or Local law. See Section 166.033 F. S.

- 3) After the first year following the issuance of a Certificate of Occupancy or a final inspection for the improvements, the City Council shall have the authority to hold hearings at any time, upon notice to the Applicant and the property owner, to review the activity for compliance with all conditions and requirements of approval and all applicable ordinances and resolutions of the City. If the land use of the Property is not in compliance with the use specified in the approved Planned Development and the conditions in this Resolution, the City Council may amend the Conditions of Approval, terminate the Planned Development Permit or refer the matter to the Code Enforcement Special Master as a code violation for other sanctions as deemed appropriate.
- 4) All public or private improvements required under the terms of this Resolution shall be constructed at the expense of and by the Applicant as approved by the City.
- 5) If the parking provided on site is determined by the City, at its sole discretion, to be inadequate to serve the demand for parking generated by the use of the Property, the Applicant shall be required to limit the use of the Property commensurate with the available parking to support such use or construct additional parking within sixty (60) days of receipt of written directive of the City.
- 6) Relief from the following Sections of the Land Development Code are approved until major redevelopment or the occurrence of the stated activity as determined by the City:
  - A. 9.3(A)(1) and 9.3(A)(4) Relief from the Architectural Standards regulations as these provisions were created to have specific building design criteria for structures that front CR-512. The proposed building lies approximately 330' south of the CR-512 corridor and would not adversely affect the aesthetic corridor being created by the General District regulations. The relief would only apply to this project site, with any additional structures that front CR-512 meeting the General District regulations for architectural design.
  - B. 9.3(B)(3)(d) Relief from the service doors to be located only at the rear of the proposed structure.
  - C. 9.3(C)(10) Relief from the Building foundation planting requirements but only from the rear and sides of the building since these areas are designed for heavy vehicular traffic.
  - D. 9.3(G) Deferral from the Civic Space Requirement since the site is technically not developed to engage the active CR-512 corridor. A Civic Space that will meet City of Fellsmere standards will be constructed at the time the northern outparcel is developed along the CR-512 road frontage.



- E. 9.3(H)Deferral from the Public Frontage and throughfare standards. Additional inter-connecting sidewalks and driveways to internal and adjacent properties will be constructed at the time the northern outparcel is developed along the CR-512 frontage.
  - F. 9.4(H)(7)(b) Deferral to the construction of a sidewalk along CR-512 until such a time as an outparcel to the north is developed along the CR-512 road frontage.
  - G. 9.7(A)(1) Relief from the proposed building to be oriented toward CR-512. The site as proposed lies approximately 330' from the CR-512 corridor. The applicant intends to create a secondary driveway perpendicular to CR-512 that the building will be oriented toward.
- 11) The Applicant shall provide an electronic as-built plan to the City within ninety (90) days of receiving a Certificate of Completion for the Project in a form acceptable to the City.
  - 13) The Applicant shall sign a five (5) foot wide Limited Access Easement to regulate access to CR512 immediately upon request of Indian River County or the City.
  - 14) If the building is ever removed or destroyed, all of the above relief in Section 8 shall immediately cease.
  - 15) Prior to issuance of a Certificate of Completion/Occupancy the Applicant shall:
    - a. Immediately upon request by the City enter into a Non-Exclusive Cross Access and Drainage Easement with the City for cross parking, access and drainage all without charge to the city. The drainage easement to the City shall be over the entire perimeter landscape areas, dry retention, and wet pond areas of the site for future use in support of CR512 widening and regional stormwater system.
    - b. Construct a connection to CR512 to all Indian River County standards and requirements located to the east side of the Property;
    - c. Applicant shall design and receive a County permit for a left turn lane from CR512 at the proposed access location.
  - 16) Prior to the public hearing for this Resolution the Applicant shall convey to the City without charge a ten foot (10') wide strip of land lying at the north property line and adjacent and parallel to County Road along CR-512 as required for its future expansion, and deliver same to the City Clerk. As more particularly described in Exhibit "C" attached hereto.
  - 17) All landscaping shall meet the CR-512 Frontage overlay district standards at time of planting. All landscaping shall be maintained in perpetuity by the Applicant.
  - 18) Pursuant to 9.7(C)(4) The applicant shall provide additional landscaping along the entire length of the west property line to effectively screen the Property from adjacent development(s) with a 'Type A' buffer screen.
  - 19) The Applicant shall subscribe for and maintain solid waste pick up service from a solid waste hauler having a franchise with the City and shall have constructed the required dumpster enclosure within ninety (90) days of the effective date of this Resolution.



- 20) Applicant shall install street lighting at the entryway of the Property near CR-512. Upon installation, the City shall be responsible for all operational and maintenance costs associated with the street light.
- 21) Mr. and Mrs. Lilly hold a Corrective Mortgage Deed on the Property and have signed a Mortgage Joinder and Consent and Partial Release of Corrective Mortgage accepting the Final Development Plan and Warranty Deed to the City for CR512 widening. See Exhibit "D".
- 22) A violation of any of the conditions or requirements of approval shall constitute a code violation subject to enforcement through the Code Enforcement Special Master, unless a different remedy is specifically provided in any such condition or requirement, in which case such different remedy shall either supersede this provision or be in addition to code enforcement action as determined by the City.
- 23) A violation of any of the conditions or requirements of approval shall constitute a code violation subject to enforcement through the Code Enforcement Special Master, unless a different remedy is specifically provided in any such condition or requirement, in which case such different remedy shall supersede this provision.

**SECTION 4. SEVERABILITY.** If any section, part of a sentence, paragraph, phrase or word of this Resolution is for any reason held to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Resolution without such unconstitutional, invalid or inoperative part.

**SECTION 5. REPEAL OF CONFLICTING PROVISIONS.** All previous resolutions or parts thereof, which conflict with the provisions of this Resolution, to the extent of such conflict, are superseded and repealed.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect concurrently with the effective date of Ordinance No. 2024-06. If Ordinance No. 2024-06 does not become effective, this Resolution shall automatically become void and of no further force or effect.

The foregoing Resolution was moved for adoption by Council Member \_\_\_\_\_ . The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Mayor, Joel Tyson	_____
Council Member Fernando Herrera	_____
Council Member Inocensia Hernandez	_____
Council Member Gerald Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF FELLSMERE, FLORIDA



ATTEST:

\_\_\_\_\_  
Joel Tyson, Mayor

\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, City Clerk

HEREBY CERTIFY that Notice of the public hearings on this Resolution was published in the Press Journal, as required by the Land Development Code, that the foregoing Resolution was duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and the first reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and the second reading and public hearing was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Maria Suarez-Sanchez, CMC, City Clerk

2023.12.19 Matter No. 23-018 Resolution 2024-16



EXHIBIT 'A' LEGAL DESCRIPTION OF PROPERTY - STORAGE AND MAINTENANCE

FELLSMERE FARMS COMPANY S/D OF UNSURVEYED TWP 31 S RNG 37 E PBS 2 - 1 & 2 MORE PART DESC AS THAT PART OF TR 1646 LYING S OF SR 512 AND THAT PART OF TR 1647 LYING N OF FELLSMERE FARMS DRAINAGE DISTRICT CANAL NO 16 LESS AND EXCEPT THE E 100 FT OF THE ABOVE DESC LAND ALSO LESS THE W 383.48 FT OF BOTH TRS 1646 AND 1647



**EXHIBIT "B"**

WETLAND BUFFER LENGTH: 425 SF  
WETLAND AREA PROPOSED: 11' WIDTH, 28' AVG. WIDTH, 30,250 SF  
WETLAND BUFFER AREA PROVIDED: 19,241 SF (WITHIN LIMITS OF DEVELOPMENT)

EXISTING WETLAND

PROPOSED TYPE 12 FLUM

2 WIDE CONC FLUME

EDGE OF CANAL

PROPOSED 15' x 20' FUEL TANK

PROPOSED RETENTION AREA 2

PROPOSED CANOPY LIGHTS (3x1)

COVERED PARKING

PROPOSED BUILDING MOUNTED LIGHTING (TYP)

PROPOSED BUILDING 3,750 SF

PROPOSED CONC SIDEWALK HANDICAP SPACE

PROPOSED HANDICAP SPACE SIGN MOUNTED ON BUILDING (SEE DETAIL SHEET C-3)

TRANSFER ENCLOSURE W/ WHITE VINYL FENCE (SEE DETAIL SHEET C-3)

PROPOSED STABILIZED DRIVE

PROPOSED RETENTION AREA 1

LIMITS OF DEVELOPMENT

155' UNDEVELOPED FRONTAGE

250' LANDSCAPE BUFFER

PROPOSED 12' RIBBON CURB

PROPOSED 12' RIBBON CURB

121ST AVENUE (PROPOSED)

PROPOSED RT-1 STOP SIGN & 24" WHITE THERMOPLASTIC STOP BAR

PROPOSED RT-1 STOP SIGN & 24" WHITE THERMOPLASTIC STOP BAR

PROPOSED RT-1 STOP SIGN & 24" WHITE THERMOPLASTIC STOP BAR

INDIAN RIVER COUNTY PAVEMENT SECTION (SEE DETAIL SHEET C-3)

RT-1 STOP SIGN W/ 24" WIDE STOP BAR AND 10' DOUBLE YELLOW LANE SPLIT

EAST LINE TRACT 1646

WEST LINE SECTION 15

RANGE 37 EAST

RANGE 38 EAST

C.D.  
MAY CANAL



**EXHIBIT "C"**  
**TO**  
**RESOLUTION NO. 2024-16**  
**WARRANTY DEED**



**SALE: NONE**  
**DOC. STAMPS: \$.70**

This Instrument was prepared by  
and should be returned to:

City of Fellsmere, Florida  
Community Development Department  
22 South Orange Street  
Fellsmere, Florida 32948

.....(Space above this line for recording data).....

## **WARRANTY DEED**

*This Warranty Deed* executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Teagan, LLC, a Florida limited liability company, whose address is 9720 146<sup>th</sup> Ave, Fellsmere, Florida 32948, hereinafter collectively referred to as "Grantor", to **CITY OF FELLOSMERE, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, whose post office address is 22 S. Orange Street, Fellsmere, Florida 32948, hereinafter referred to as "Grantee".

**WITNESSETH** that said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Indian River County, Florida, to-wit:

**See attached Exhibit "A" to Warranty Deed**

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to governmental regulations, covenants, rights of way, restrictions, easements and reservations of record, if any, but this provision shall not operate to reimpose the same, and taxes for this year and subsequent years.

**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 Grantor, either in law or equity, to the proper use, benefit and behoof of 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 the land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

Minimal documentary stamps are affixed hereto, because this conveyance is pursuant to the issuance of a development order. There are no open mortgages encumbering this property.

**In Witness Whereof**, the said Grantor has signed and sealed these presents the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "C"



Signed, sealed and delivered  
in our presence:

WITNESSES AS TO BOTH:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online  
notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who are ☐  
personally known to me or ☐ have produced \_\_\_\_\_ as identification.

"SEAL"

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No. is: \_\_\_\_\_

NOTICE

In preparation of this instrument, the scrivener has not examined title to the described property and makes no warranty, representation or opinion,  
either express or implied as to the title, quantity or boundaries of the property or the existence of any liens, unpaid taxes, or other encumbrances.



BK: 3280 PG: 1174

**EXHIBIT "A"**

That part of Tract 1646 lying South of State Road 512 (Fellsmere Road) and that part of Tract 1647 lying North of Fellsmere Farms Drainage District Canal No. 16, FELLSMERE FARMS COMPANY SUBDIVISION of unsurveyed Township 31 South, Range 37 East, according to the plat thereof on file in the Office of the Clerk of the Circuit Court in and for St. Lucie County, Florida recorded in Plat Book 2, page 1 and 2, said lands situate, lying and being in Indian River County, Florida.  
**LESS AND EXCEPT** the East 100 feet of the above-described lands. Also less the West 383.48 feet of both Tracts 1646 and 1647.

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**EXHIBIT "D"**  
**TO**  
**RESOLUTION NO. 2024-16**  
**MORTGAGEE'S JOINDER AND CONSENT**



## MORTGAGEE'S JOINDER AND CONSENT

James W. Lilly and Rena L. Lilly, husband and wife, whose address is 537 Albatross Terrace, Sebastian, FL 32958, hereinafter collectively referred to as "Mortgagee" is the owner and holder of a Corrective Mortgage Deed recorded in Official Records Book 3269, Page 1042 recorded in the Public Records of Indian River County, Florida, encumbering the following described land:

### SEE COMPOSIT EXHIBIT "A" ATTACHED HERETO

The Mortgagee does hereby consent, ratify and join in the execution of the Final Development Plan and Warranty Deed to the City for CR512 right-of-way to which this Joinder and Consent is attached or a copy of which is attached for the purposes herein expressed and agrees that its Corrective Mortgage Deed shall be subordinated, in all respects, to the Final Development Plan and Warranty Deed.

IN WITNESS WHEREOF, the Mortgage has caused this Joinder and Consent to be signed this \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
James W. Lilly

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

\_\_\_\_\_  
Rena L. Lilly

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was sworn to, subscribed, and acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by James W. Lilly and Rena L. Lilly, who are ☐ personally known to me or ☐ has produced an \_\_\_\_\_ as identification.

"SEAL"

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

EXHIBIT "D"



**City of Fellsmere City Council**  
**Agenda Request Form**

Meeting Date: February 15, 2024

Agenda Item No. 7(c)

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING<br><input checked="" type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Code of Ordinance Amendments.

RECOMMENDED MOTION/ACTION: Conduct 2nd reading on following Code of Ordinance amendments: 2024-08, Section 2-92 Budget; 2024-09, Chapter 2 Code Enforcement; and 2024-10, Section 2-237& 238 Purchasing and conduct public hearing.

Approved by City Manager *Michael Matthe* Date: 2-7-24

<b>Originating Department:</b>	Costs: \$ Funding Source: Acct. #	<b>Attachments:</b> Ord. 2024-08 Ord. 2024-09 Ord. 2024-10
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u>  Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

**Summary Explanation/Background:**

A number of workshops and public meetings with the Planning Commission have been conducted over the past few years addressing various code issues. New issues also evolve as the code is implemented over time. In February 2019, staff obtain direction from City Council to process the many pending code changes that have been directed by Council over that past few years. Given the extent of the changes and Council's desire to manage work load, staff has broken the changes into multiple rounds. The order and contents of subsequent rounds may be adjusted as needed to address pressing matters. Minor new items may also arise that may make sense to add to a particular round as needed.

**Proposed Code Changes**

1. Chapter 2-92, CofO - Budget Process – memorialize process
2. Chapter 2-237 CofO - Bidding Procedures – update to match statute
3. Chapter 2 CofO – Code Enforcement clean-up



**ORDINANCE No. 2024-08**

**AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY ADDING TO CHAPTER 2 ADMINISTRATION, ARTICLE III OFFICERS AND EMPLOYEES SECTION 2-92 BUDGET; PROVIDING FOR RATIFICATION; AMENDMENT; CONFLICTS; SEVERABILITY; CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fellsmere, Florida is a duly constituted municipality having such powers and authority conferred upon it by the Florida Constitution and Chapter 166 Florida Statutes; and

**WHEREAS**, the City Council held a duly advertised public hearing and has determined that the amendments to the Code of Ordinances of the City of Fellsmere, Florida are in the best interest of the City and that the public health, safety, environmental and general welfare of the citizens of the City will be furthered by the amendments to the Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. RATIFICATION.** The above recitals are hereby ratified, adopted and incorporated herein as legislative findings of the City Council.

**SECTION 2. AMENDMENT.** That the Code of Ordinances of the City of Fellsmere, Florida is hereby amended by adding a new Section 2-92 to read as set forth in Exhibit “A” attached hereto and by this reference made a part hereof (~~strike-through~~ indicates deleted text, and underline represents added text, omitted sections from the chapter are unchanged by this Ordinance or are reserved).

**SECTION 3. CONFLICTS.** All previous ordinances or parts of ordinances, resolutions, or motions of the City which conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 4. SEVERABILITY.** If any section, part of a sentence, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative, or void, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part.

**SECTION 5. CODIFICATION.** The provisions of this Ordinance may be incorporated into the Code of Ordinances of the City of Fellsmere, Florida and the word “ordinance” may be changed to “section”, “article” or other appropriate word, and the sections of the ordinance may be re-titled, re-numbered or re-lettered, to accomplish such codification. Grammatical, typographical and other like errors may be corrected, and additions, alterations and omissions not

affecting the construction or meaning of this Ordinance and the Code or Ordinance may be freely made.



**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its adoption.

The foregoing Ordinance was moved for adoption by Council Member \_\_\_\_\_ . The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Mayor, Joel Tyson	_____
Council Member Fernando Herrera	_____
Council Member Inocencia Hernandez	_____
Council Member Gerald Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Ordinance fully passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CITY OF FELLSMERE, FLORIDA

**ATTEST:**

\_\_\_\_\_  
Joel Tyson, Mayor

\_\_\_\_\_  
Maria Suarez-Sanchez, City Clerk

I HEREBY CERTIFY that Notice of the public hearing on this Ordinance was published in the Press Journal, as required by State Statute, that the foregoing Ordinance was duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, and the first reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, and the public hearing and second and final reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Maria Suarez-Sanchez, City Clerk



**EXHIBIT "A"**  
**TO**  
**ORDINANCE NO. 2024-08**



**Section 2-92. – Budget.**

1. The City of Fellsmere shall establish a fiscal year beginning October 1 of each year and ending September 30 of the following year.
2. The City of Fellsmere shall adopt a tentative budget and millage rate each fiscal year as set forth in 200.065, FS. The tentative budget and millage rate shall be adopted by ordinance by the City Council after a single public hearing following a reading of the ordinance.
3. The City of Fellsmere shall adopt a final budget and final millage rate each fiscal year as set forth in 200.065, FS. The final budget and final millage rate shall be adopted by ordinance by the City Council after a single public hearing following a reading of the ordinance.
4. The amount available from taxation and other sources, including balances brought forward from prior fiscal years, must equal the total appropriations for expenditures and reserves. At a minimum, the final adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under Florida Statute s. 218.32(1). The final adopted budget must regulate expenditures of the city, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget.
5. A tentative budget shall be posted on the city's official website at least 2 days before the budget hearing, held pursuant to s. 200.065 or other law, to consider such budget and must remain on the website for at least 45 days. The final adopted budget shall be posted on the city's official website within 30 days after adoption and must remain on the website for at least 2 years.
6. By October 15<sup>th</sup> of each fiscal year, the city shall electronically submit the following information regarding the final budget and the city's economic status to the Office of Economic and Demographic Research in the format specified by the office:
  - a. Government spending per resident, including, at a minimum, the spending per resident for the previous 5 fiscal years.
  - b. Government debt per resident, including, at a minimum, the debt per resident for the previous 5 fiscal years.
  - c. Average municipal employee salary.
  - d. Median income within the municipality.
  - e. Number of special taxing districts wholly or partially within the municipality.
  - f. Percent of budget spent on salaries and benefits for municipal employees.
7. The city, at any time within a fiscal year or within 60 days following the end of the fiscal year, may amend a budget for that year as follows:
  - a. Appropriations for expenditures within a fund may be decreased or increased by Resolution if the total appropriations of the fund is not changed.



Exhibit 'A' to Ordinance 2024-08

- b. The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed.
- c. If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget.

(6) If the city amends the budget pursuant to paragraph (6)(c), the adopted amendment must be posted on the official website of the city within 5 days after adoption and must remain on the website for at least 2 years.



## ORDINANCE NO. 2024 - 09

**AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE V BOARDS, COMMISSIONS AND DEPARTMENTS OF THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY AMENDING SECTION 2-167 TERMS DEFINED AND CONSTRUED, SECTION 2-168 CODE ENFORCEMENT SPECIAL MASTER, SECTION 2-169 CODE ENFORCEMENT CLERK AND OTHER EMPLOYEES, SECTION 2-170 ACTIONS BY THE CITY ATTORNEY, SECTION 2-171 ENFORCEMENT PROCEDURE, SECTION 2-172 RIGHTS OF ALLEGED VIOLATORS; PAYMENT OF PENALTY; RIGHT OF HEARING; FAILURE TO PAY AND CORRECT, SECTION 2-173 HEARINGS AND PROCEDURES, SECTION 2-174 PENALTIES, SECTION 2-176 LIENS, AND SECTION 2-179 SCHEDULE OF CIVIL PENALTIES AND COSTS; PROVIDING FOR RATIFICATION, AMENDMENTS, SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, Part I of Chapter 163, Florida Statutes, entitled “Local Government Code Enforcement Boards Act,” authorizes a municipality to adopt an administrative code enforcement process to enforce its local codes; and

**WHEREAS**, consistent with the authority conferred upon it by Chapter 163, Florida Statutes, the City has adopted and maintained an administrative code enforcement process to enforce its Code of Ordinances and Land Development Regulations; and

**WHEREAS**, the City Council held a duly advertised public hearing and has determined that amendments to the code enforcement process are in the best interests of the City and that the public health, safety, environmental and general welfare of the citizens of the City will be furthered by the such amendments to the Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. RATIFICATION.** The above recitals are hereby ratified, adopted and incorporated herein as legislation findings of the City Council.

**SECTION 2. AMENDMENTS.** That the following sections in Chapter 2 Administration of the Code of Ordinances are hereby amended to read as set forth in Exhibit “A” attached hereto and by this reference made a party hereof: Section 2-167 Terms Defined and Construed; Section 2-168 Code Enforcement Special Master, Section 2-169 Code Enforcement Clerk and Other Employees; Section 2-170 Actions by the City Attorney; Section 2-171 Enforcement Procedure; Section 2-172 Rights of Alleged Violators; Payment of Penalty; Right of Hearing; Failure to Pay and Correct; Section 2-173 Hearings and Procedures; Section 2-174 Penalties; Section 2-176 Liens; and Section 2-179 Schedule of Civil Penalties and Costs.



**SECTION 3. SEVERABILITY.** If any section, part of a sentence, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part.

**SECTION 4. CONFLICTS.** All previous ordinances or parts of ordinances, resolutions, or motions of the City which conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 5. CODIFICATION.** The provisions of this Ordinance may be incorporated into the Code of Ordinances of the City of Fellsmere, Florida and the word "ordinance" may be changed to "section", "article" or other appropriate word, and the sections of the Ordinance may be re-titled, re-numbered, re-lettered, to accomplish such codification.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its adoption.

The foregoing Ordinance was moved for adoption by Council Member \_\_\_\_\_ . The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Mayor, Joel Tyson	_____
Council Member Fernando Herrera	_____
Council Member Inocensia Hernandez	_____
Council Member Gerald Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Ordinance fully passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF FELLSMERE, FLORIDA

**ATTEST:**

\_\_\_\_\_  
Joel Tyson, Mayor

\_\_\_\_\_  
Maria F. Suarez-Sanchez, City Clerk

I HEREBY CERTIFY that Notice of the public hearing on this Ordinance was published in the Press Journal, as required by State Statute, that the foregoing Ordinance was duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and the first reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, and the second and final reading and public hearing was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Maria F. Suarez-Sanchez, City Clerk



**EXHIBIT "A"**  
**TO**  
**ORDINANCE NO. 2024-09**



EXHIBIT "A"  
TO ORDINANCE NO. 2023-302024-09

**Sec. 2-167. Terms defined and construed.**

Unless context clearly indicates otherwise, the following words, terms and phrases, when used in this division, shall have the meanings set forth below.

- (a) *Civil violation notice* is the official written notice by a code enforcement officer to an alleged violator and/or property owner of a violation of one or more code sections set forth in section 2-179(1) issued of the City's Comprehensive Plan, Code of Ordinances and/or Land Development Code by a code enforcement officer. The civil violation notice shall include, but not be limited to, the following:
- (1) The date of issuance.
  - (2) The name of the code enforcement officer issuing the notice.
  - (3) The name and address of the alleged violator and the owner of the real property on which the alleged violation occurred, if such person or entity is not the alleged violator.
  - (4) The section number of the code section allegedly violated.
  - (5) A brief description of the nature of the violation, including location, and date, and time of discovery of the violation.
  - (6) The amount of the proposed civil penalty or penalties.
  - (7) Instructions and a due date for paying the civil penalty or appearing at an administrative hearing before a special master to contest the alleged violation and civil penalty.
  - (8) The period of time, within which the violation must be corrected, if applicable, specifying the date for correction. Time shall be specified in calendar days. No extra time shall be allowed for weekends or holidays.
  - (9) Notice that for each day the violation continues after the date for correction, a daily fine may be imposed a continuing violation subject to additional penalty without additional notice of violation.
  - (10) Notice that the alleged violator and/or owner is entitled to an administrative hearing and providing, giving the date, time and address thereof.
  - (11) Notice that the alleged violator and/or owner may be liable for the reasonable costs of the administrative hearing if found guilty the special master concludes that there have been one or more violations of the City's Comprehensive Plan, Code of Ordinances and/or Land Development Code.
  - (12) Notice that the alleged violator and/or owner must advise the City in writing when the violation set forth in the civil violation notice has been corrected. Failure to notify the City of the correction will result in the violation penalties continuing to accrue daily.
  - (13) Notice that the City does not perform inspections to determine the status of corrections required by the civil violation notice, unless requested in writing.
- (b) ~~(b)~~ *Code enforcement officer* means those duly authorized and appointed employees or agents of the City whose duty it is to enforce City codes and to present code violations to the special master. As used herein "code enforcement officer" and "code inspector" shall have the same meaning.



(ce) *Continuing violations* are those violations, which remain uncorrected beyond the date for correction. For each day of continued violation after the date for correction, there shall be an additional daily penalty to be set pursuant to ~~section~~ Section 2-179.

(de) *Date for correction* means the date specified in the civil violation notice, ~~citation~~ or order of the special master, whichever is applicable, upon which correction of the violation shall be fully and completely effected and accomplished.

(e) ~~Notice or written notice~~, unless otherwise indicated, means a written notification of a civil violation notice, which is given to the alleged violator as follows:

(1) ~~Except as otherwise specifically provided herein, all notices to the alleged violator shall be given:~~

a. ~~By certified mail, return receipt requested, which shall be effective upon receipt;~~

1. ~~Provided, however, that if such notice is sent to the owner of the property in question at the address listed in the tax collector's office for tax notices, and at any other address provided to the city by such owner and is returned as unclaimed or refused, notice may be provided by posting as described in subsection (e)(2)b.1. and 2. of this section and by first class mail directed to the addresses furnished to the local government with a properly executed proof of mailing or affidavit confirming the first class mailing; or~~

b. ~~By hand delivery:~~

1. ~~By the sheriff or other law enforcement officer, code enforcement officer, or other person designated by the local governing body and such notice shall be effective upon receipt; or~~

2. ~~By leaving the notice at the alleged violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; such notice shall be effective when so left; or~~

3. ~~In the case of commercial premises, by leaving the notice with the manager or other person in charge, notice to be effective when so left.~~

(2) ~~In addition to providing notice as set forth in subsection (e)(1) of this section, notice may also be served by publication or posting, as follows:~~

a. ~~Publication:~~

1. ~~Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Indian River County, which meets requirements prescribed under F.S. ch. 50, for legal and official advertisements.~~

2. ~~Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.~~

3. ~~Notice by publication shall be effective the last day of publication.~~

b. ~~Posting:~~

1. ~~In lieu of publication as described in subsection (e)(2)a. of this section, notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be city hall.~~

2. ~~Proof of posting shall be by affidavit of the person posting the notice, which shall include a copy of the notice posted and the date and places of its posting.~~

3. ~~Notice by posting shall be effective on the eleventh day following the initial posting.~~

c. ~~Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (e)(1) of this section.~~

(3) ~~Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (e)(1) of this section, together with proof of publication or posting as provided in subsection (e)(2) of this section, shall be~~



sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice. When more than one method of giving notice is used and is required for notice, the effective date of notice shall be governed by the longest applicable notice period (e.g., if certified mail and posting are used and the certified mail is returned "unclaimed" or "refused," the time period for posting shall determine the effective date for notice).

(4) — For purposes of this division, any deadline or effective date falling upon a Saturday, Sunday or legal holiday recognized by the city will be extended to the following business day, except as provided in subsection (a)(8) of this section.

(f) — Citation or written citation, unless otherwise indicated, means a written citation, which is given to the alleged violator as follows:

(1) — Except as otherwise specifically provided herein, all notices to the alleged violator of a citation shall be given:

a. — By hand delivery:

1. — By the sheriff or other law enforcement officer, code enforcement officer, or other person designated by the local governing body and such citation shall be effective upon receipt; or

2. — By leaving the citation at the alleged violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; such citation shall be effective when so left; or

3. — In the case of commercial premises, by leaving the citation with the manager or other person in charge, citation to be effective when so left.

b. — Posting:

1. — In lieu of hand delivery as described in subsection (f)(1)a. of this section, citation may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the citation, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be city hall.

2. — Proof of posting shall be by affidavit of the person posting the citation, which shall include a copy of the citation posted and the date and places of its posting.

3. — Citation by posting shall be effective on the eleventh day following the initial posting.

c. — Citation by posting may run concurrently with, or may follow, an attempt or attempts to provide citation by hand delivery as required under subsection (g)(1) of this section.

(3) — Evidence that hand delivery as provided in subsection (f)(1)a of this section or proof of posting as provided in subsection (f)(1)b of this section, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

(4) — For purposes of this division, any deadline or effective date falling upon a Saturday, Sunday or legal holiday recognized by the city will be extended to the following business day, except as provided in subsection (a)(8) of this section.

(egf) Penalties for violations of code sections enforced by this division shall be fines to be set pursuant to section 2-179(1), except as otherwise provided; provided further that a special master may increase those penalties subject to the limitations in F.S. § 162.09, as amended.

- (1) Continuing violation penalties shall accrue daily from the date for correction until correction is actually made as determined by a code enforcement officer after receiving notice in writing of such correction by the violator and/or owner in accordance with subsection (a)(12).
- (2) If correction is not made by the date for correction set by the special master, continuing violation penalties shall begin from that date.



- (3) A special master may not impose continuing violation penalties for uncorrectable violations.
  - (4) If the violator and/or owner does not appeal to the circuit court, civil penalties assessed pursuant to this division are due and payable to the City on the day following the last day for filing such an appeal. If the alleged violator appeals the special master's decision to the circuit court, penalties assessed pursuant to this division shall not be payable until the appeal is decided. If the alleged violator loses the appeal, the civil penalties shall be payable the day following the rendition of the court decision.
- (fhg) *Reasonable Probable cause* means a reasonable-rational belief that a code provision has been violated and that the alleged violator committed the violation.
- (gih) *Repeat violation* means a recurring violation of a code section by an alleged violator and/or owner who was previously guilty of the same violation or who has admitted violating the same provision within 5 years prior to the violation in question, notwithstanding that the prior violation occurred at a different location(s). In the case of correctable violations, a repeat violation may occur only after correction of the previous violation.
- (1) For the first repeat violation, the civil penalty may be double the penalty prescribed in subsection Section 2-179(1) for the original violation or if no penalty is prescribed in subsection Section 2-179(1), the penalty shall be double the penalty levied for the preceding violation.
  - (2) The civil penalty for each subsequent repeat violation may be double the penalty due for the first day of the immediately preceding violation.
  - (3) The maximum penalty payable for the first day of any repeat violation shall not exceed five hundred dollars (\$500).
  - (4) A repeat violation which remains uncorrected beyond the date for correction shall be treated as a continuing violation, and the additional penalty for each day of continuing violation shall be equal to the doubled amount due for the first day of the repeat violation.
- (hji) *Uncorrectable violation* means an "irreversible or irremediable violation," which is one that cannot be remedied because it is a single prohibited act rather than an ongoing condition or circumstance. Each reoccurrence of an uncorrectable violation is a separate violation and shall subject the alleged violator to an additional penalty. If an alleged violator, having been found guilty of an uncorrectable violation, causes the same uncorrectable violation to reoccur, each reoccurrence shall constitute a "repeat violation."
- (ikl) *Violator* means the person(s) or entity(ies) legally responsible for the code violation, which in-appropriate circumstances may either be the perpetrator of the violation or the owner of the real property upon which the violation occurred or both the perpetrator and the owner.
- (ilk) *Violation* means a violation of one or more code-sections of the City's Comprehensive Plan, Code of Ordinances and/or Land Development Code, set forth in subsection 2-179(1).

#### **Sec. 2-168. - Code enforcement special master.**

The position of code enforcement special master (hereinafter "special master") is hereby created and established to enforce city code sections as provided in subsection Section 2-179(1).

- (1) *Appointment.* The city council may appoint as many special masters as are deemed necessary.
- (2) *Term of office.* A special master shall be appointed for a term of one year, but may be removed with or without cause at any time by the council upon the recommendation of the mayor. There is no limit on the number of terms a special master may serve.
- (3) *Qualifications.* The special master shall be an attorney duly licensed to practice law in Florida who has a reputation for integrity and responsibility and who has professional ability and interest in serving as a special master.
- (4) *Powers and duties of special master.* A special master shall have the following powers and duties:
  - a. To adopt procedures for the conduct of hearings, subject to the approval of the city attorney.



- b. To conduct hearings in accordance with such procedures and the requirements of this division.
- c. To issue subpoenas to alleged violators and witnesses requiring them to appear or produce evidence at hearings before the special master. Subpoenas may be served by the City's Police Department and/or other law enforcement agencies with jurisdiction to serve subpoenas.
- d. To take testimony under oath.
- e. To issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.
- f. To assess and order the payment of costs and civil penalties under Section 2-179 and, in addition thereto, recover all costs of investigation, all charges, costs, attorneys' fees and other fees, interest and other penalties which are payable under any code section, ordinance, resolution, rule or regulation which is then being enforced hereunder.

(5) *Conflict of interest.* A special master shall not hear any matter in which he or she has a conflict of interest, but, in such event, shall recuse him or herself and request the mayor to designate another special master.

(6) *Compensation.* A special master shall not be a city employee, but shall be compensated and reimbursed for such travel expenses and other per diem expenses ~~as determined by administrative order at the same~~ rate as City employees.

#### **Sec. 2-169. - Code enforcement clerk and other employees.**

A. **Code Enforcement Clerk.** The City Manager ~~City Attorney~~ shall appoint a city employee to be the code enforcement clerk who shall perform such functions as shall be assigned by the community development director. For purposes of administering this ordinance, a special master may call upon the City Manager ~~Attorney~~ to furnish such other city employees as may be necessary to support and assist the special master.

#### **B. Code Enforcement Officer.**

- (1) The City Manager may designate certain of its employees or agents as code enforcement officers. The training and qualifications of the employees or agents for such designation shall be determined by the City. Employees or agents who may be designated as code enforcement officers may include, but are not limited to, code inspectors, law enforcement officers, animal control officers, or fire safety inspectors. Designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest or subject the code enforcement officer to the provisions of ss. 943.085-943.255.
- (2) Code enforcement officer(s) shall cause all public and private property, lots and space in the City to be inspected to determine the condition thereof, and if, upon inspection, it is determined that a violation of the City's Comprehensive Plan, Land Development Code or Code of Ordinances exists, a code enforcement officer shall initiate proceedings in accordance with the provisions set forth in chapter 2, article V, division 2 of this Code, or if necessary, refer such matter to the appropriate enforcement body.
- (3) Code enforcement officers may enter upon any private property to determine the condition thereof as required by ~~part~~ subsection B.(2) above. Prior to entering private property, the code enforcement officer shall attempt to make contact with the owner and/or resident of the property to gain permission to enter. If permission is not granted, the code enforcement officer shall not enter upon private property without first having obtained an order granting access from a court of competent jurisdiction.
- (4) The code enforcement officer(s) is hereby authorized to promulgate and adopt such reasonable rules and regulations as may be needed to effectuate and enforce the intent of this ~~article~~ division. Such rules and regulations shall be subject to approval by the city council and code enforcement special master, and three copies thereof shall be kept on file in the office of the city clerk, and three copies shall be kept in the code enforcement office, all of which are hereby made a part of this article as fully as if completely incorporated herein.



**Sec. 2-170. - Actions by the city attorney.**

The city attorney shall represent the city and the code enforcement officer ~~before the special master and~~ before the courts, when requested to do so by the ~~mayor~~City Manager. ~~When requested, t~~The city attorney or designee, who may or may not be an attorney, shall represent the City Council and present the city's case in all ~~formal~~ hearings ~~before the Special Master~~. The city attorney shall have prosecutorial discretion similar to the discretion exercised by the state attorney in criminal cases, including but not limited to the right to negotiate a plea with an alleged violator and present that plea to the special master for approval, to recommend the disposition of a case to the special master, and to decline to prosecute a case. ~~The city attorney may compromise penalties less than of \$1,000 or less and arrange for their payment and terms and conditions which the city attorney deems appropriate.~~ With the approval of the ~~mayor~~City Council, ~~the city attorney may compromise penalties exceeding \$1,000~~\$500.00 may be abated or compromised only after code compliance has been attained. All costs of investigation and costs for prosecuting the code enforcement action including, but not limited to, the time of the Building Official, City Engineer, City Attorney, Code Enforcement Officer and other support staff at their hourly rate, plus benefits if applicable, and all fees and costs incurred as a result of any court proceedings, including all appellate levels of court, attorneys' fees, administrative fees and costs, administrative hearing costs, expert witnesses fees, filing fees, recording fees, newspaper publication fees, postage and service costs shall not be abated or compromised.

(Ord. No. 06-14, § II, 2-16-06)

**Sec. 2-171. - Enforcement procedure.**

- (a) Informal courtesy warning. Before issuing a civil violation notice, the code enforcement officer may give a courtesy warning, allowing an alleged violator not less than ten nor more than fifteen days from the date of the warning within which to correct a violation; provided, however, that receipt of a warning shall not be a matter of right. Such a warning shall be in writing and may be given by hand delivery, by first class mail or by posting upon the alleged violator and/or property owner's property and shall be effective upon the date of delivery, mailing or posting, as the case may be. Since it is a courtesy, a warning shall not be a precondition to issuance of a civil violation notice and failure to warn will not vitiate such a civil violation notice. Failure to describe all infractions in a warning shall not prevent a code enforcement officer from citing infractions that were not included in a warning in a subsequent civil violation notice. A courtesy warning sent by certified mail that is returned as "refused" or "unclaimed" shall constitute evidence required by Section 2-171(c)(1) to allow subsequent delivery of a civil violation notice to be published or posted as authorized by 2-171(c)(2).
- (b) Issuance of civil violation notice. Except as provided in subsections (d) through (h) of this section, if the code enforcement officer finds reasonable cause that a code violation exists, the code enforcement officer shall notify the alleged violator and/or property owner by issuing a civil violation notice to the alleged violator and/or property owner and providing a reasonable time within which to correct the violation. Determination of a "reasonable time" for purposes of this section shall be based on considerations of fairness; practicality; ease of correction; ability to correct; severity of violation; nature, extent and probability of danger or damage to the public; and such other factors as the code enforcement officer or special master, as the case may be, reasonably deems relevant. It is not necessary to provide an alleged violator and/or property owner with reasonable time to correct the violation if the code enforcement officer reasonably believes that:
  - i. The violation is uncorrectable;
  - ii. The violation is a repeat violation; or
  - iii. The violation presents a serious threat to the public health, safety, or welfare.~~{a}~~



(c) Service of Civil Violation Notice and Hearings

(1) Written notification of a civil violation and/or notice of hearing given to the alleged violator and/or owner of the real property on which an alleged violation exists shall be as follows:

a. By certified mail, return receipt requested, which shall be effective upon receipt. Provided, however, that if such notice is sent to the owner of the property in question at the address listed in the tax collector's office for tax notices, and at any other address provided to the City by such violator and/or owner and is returned as unclaimed or refused, or otherwise undeliverable through no fault of the City, notice may be provided by posting as described in subsection (c)(2)b. of this section and by first class mail directed to the addresses furnished to the local government with a properly executed proof of mailing or affidavit confirming the first class mailing; or

b. By hand delivery:

i. By the sheriff or other law enforcement officer, code enforcement officer, or other person designated by the local governing body and such notice shall be effective upon receipt; or

ii. By leaving the notice at the alleged violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; such notice shall be effective when so left; or

iii. In the case of commercial premises, by leaving the notice with the manager or other person in charge, notice to be effective when so left.

(2) In addition to providing notice as set forth in subsection (c)(1) of this section, notice may also be served by publication or posting, as follows:

a. By publication:

i. Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Indian River County, which meets requirements prescribed under F.S. ch. 50, for legal and official advertisements.

ii. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

iii. Notice by publication shall be effective the last day of publication.

b. In lieu of publication as described in subsection (c)(2)a. of this section, notice may be posted at least ten days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be City Hall.

i. Proof of posting shall be by affidavit of the person posting the notice, which shall include a copy of the notice posted and the date and places of its posting.

ii. Notice by posting shall be effective on the eleventh day following the initial posting.

c. Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (c)(1) of this section.

(3) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (c)(1) of this section, together with proof of publication or posting as provided in subsection (c)(2) of this section, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator and/or property owner actually received such



notice. When more than one method of giving notice is used and is required for notice, the effective date of notice shall be governed by the longest applicable notice period (e.g., if certified mail and posting are used and the certified mail is returned "unclaimed" or "refused," the time period for posting shall determine the effective date for notice).

For purposes of this subsection, any deadline or effective date falling upon a Saturday, Sunday or legal holiday recognized by the City will be extended to the following business day, except as provided in 2-167(a)(8). Duty of code enforcement officer. It is the duty of the code enforcement officer to assure code compliance and to initiate enforcement proceedings for code violations. A special master shall have no power to initiate enforcement proceedings.

(4) \_

~~(a)~~ (b) Issuance of civil violation notice or citation. Except as provided in subsections (c), (d) and (e) of this section, if the code enforcement officer finds probable cause of a code violation, the code enforcement officer shall notify the alleged violator by issuing a civil violation notice, as determined by 2-174(1), or citation, as determined by 2-174(2) giving the alleged violator a reasonable time within which to correct the violation. An alleged violator shall be given written citation or notice of the violation as provided in subsection 2-167(e) or (f), which shall include notice of hearing. Determination of a reasonable time shall be based on considerations of fairness; practicality; ease of correction; ability to correct; severity of violation; nature, extent and probability of danger or damage to the public; and such other factors as the code enforcement officer or special master, as the case may be, reasonably deems relevant. A period of time for correction need not be specified if the violation is deemed an uncorrectable violation or is a repeat violation. P

~~(b)(1) Informal courtesy warning.~~ Before issuing a civil violation notice, the code enforcement officer shall give a courtesy warning, allowing an alleged violator not less than ten nor more than 15 days from the date of the warning within which to correct a violation; provided, however, that receipt of a warning shall not be a matter of right. Such a warning shall be written and may be given by hand delivery, by first class mail or by posting upon the alleged violator's property and shall be effective upon the date of delivery, mailing or posting, as the case may be; ~~provided that the notice requirements of subsection 2-167(e) shall not apply. Since it is a courtesy, a warning shall not be a precondition to issuance of a civil violation notice and failure to warn will not vitiate such a civil violation notice. Failure to describe all infractions in a warning shall not prevent a code enforcement officer from citing infractions that were not included in a warning in a subsequent civil violation notice. A warning will not be required for uncorrectable violations, repeat violations, or violations that are a threat to public health, safety and welfare, or violations set forth in 2-174(2). A courtesy warning that has been returned after an attempt for delivery by mailing has failed shall constitute evidence required by Section 2-167(e)(1) to allow subsequent delivery of a civil violation notice to be posted as allowed by 2-167(d)(2)(b).~~

~~(c)~~ Procedure for repeat violation. If the code enforcement officer finds ~~probable~~ reasonable cause of a repeat violation, the code enforcement officer shall notify the alleged violator by issuing a civil violation notice in the same manner as subsection (b) except that the code enforcement officer but shall not be required to give a period of time to correct the violation before a hearing may be scheduled nor shall the code enforcement officer give an informal courtesy warning in accordance with subsection (a). Upon giving such notice, the code enforcement officer shall also notify the special master and request a hearing. The special master, through clerical staff, shall schedule a hearing and provide notice thereof as provided in subsection 2-167(e). The case may be presented to the special master even if the repeat violation has been corrected prior to the hearing, and the notice shall so state.

(d) \_

~~(d)~~ Procedure for threat to public health, safety and welfare. If the code enforcement officer has probable cause to believe a violation presents a serious threat to public health, safety and welfare or if the violation is irreparable or irreversible in nature, the code enforcement officer shall make a reasonable effort to notify the alleged violator and may immediately notify the special master and request a hearing. The special



~~master, through clerical staff, shall schedule a hearing and provide notice thereof pursuant to subsection 2-167(e).~~

(e) Procedure for threat to public health, safety and welfare. If the code enforcement officer has reasonable cause to believe a violation presents a serious threat to public health, safety and welfare or if the violation is irreparable or irreversible in nature, the code enforcement officer shall make a reasonable effort to notify the alleged violator and may immediately notify the special master and request a hearing. The special master, through clerical staff, shall schedule a hearing and provide notice thereof in accordance with subsection (c).

~~(e)~~ (e) Procedure for peddlers or solicitors. If the code enforcement officer or his/her designee has reasonable cause to believe of a violation of Chapter 62. Peddlers and Solicitors, the code enforcement officer shall issue an immediate courtesy warning citation to the alleged violator requiring the alleged violator to immediately cease illegal activities and, if applicable, correct the violation. Such a warning shall be written and may be given by hand delivery or by posting upon the alleged violator's real or tangible personal property and shall be effective upon the date of delivery or posting, as the case may be; provided that the notice requirements of subsection (c) shall not apply. Since it is a courtesy, a warning shall not be a precondition to issuance of a civil violation notice and failure to warn will not vitiate such a civil violation notice. Any subsequent conduct in violation of the noted regulations shall subject the violator to an immediate civil violation notice imposing a fine as set forth in Section 2-179. Continued violation of the noted violations shall subject the violator to an immediate continuing civil violation as set forth in Section 2-179.

(f)

~~(f)~~ (f) Procedure for violation of Section 18-34 Licensed Contractors - Required. When enforcing the provisions of Section 18-34 of this Code, the code enforcement officer shall follow the procedures as set forth in Section 18-34 of this Code.

(g)

~~(g)~~ (g) Procedure for violation of the Adult Entertainment Code - Required. When enforcing the provisions of Chapter 10, Article IV of this the Adult Entertainment Code, the code enforcement officer shall follow the procedures as set forth in Sections 2610-105 and 10-106 of the Adult Entertainment Code.

(h)

**Sec. 2-172. - Rights of alleged violators; payment of penalty; right to hearing; failure to pay and correct.**

(a) Pay penalty and correct violation or appear at hearing. An alleged violator who has been served with a civil violation notice shall either:

(1) Pay the civil penalty in the manner indicated on the notice and correct the violation within the period of time specified on the notice (if applicable); or

(2) Appear at a hearing before the special master to determine the alleged violator's responsibility for the violation.

(b) Failure to appear; admission; waiver; penalty. The failure of an alleged violator to appear at the hearing as required by subsection (a)(2) of this section shall have the following consequences. The failure of an alleged violator to appear at the hearing is an admission of fault by such violator and a waiver of the violator's right to an administrative hearing before the special master. On the basis of such admission and waiver, the special master may order corrective measures, penalties, charges, fees, interest, and costs which are applicable under any code section or ordinance, which is then being enforced hereunder.

(c) Hearing on Sections 2-171(b), (d), (e), and (f) violations. The special master shall conduct a hearing on a subsection 2-171(d) repeat violation, even if corrected, and on Sections 2-171(b), (e), and (f) violations to assess penalties, determine costs and to order corrective measures, as appropriate. The alleged



repeat violator or Section 2-171(d) violator may choose to waive the right to this hearing and pay costs and penalties as assessed by the special master.

**Sec. 2-173. Hearings and procedures.**

Fundamental due process shall be observed and shall govern all hearings. At the time and place set for the hearing, the special master shall hear and consider all testimony offered and shall examine and consider all other evidence presented. After the hearing concludes, the special master shall make findings of fact and conclusions of law, order steps necessary to bring a violation into compliance within the time period set in the order, and assess costs and penalties as appropriate. If the special master believes a violation presents a serious threat to the public health, safety and welfare, the special master may also refer the matter to the mayor to request the city attorney to seek appropriate injunctive relief from the circuit court.

- (1) Scheduling. Having allowed sufficient time to give notice as required herein, an administrative hearing on an alleged violation shall be set on the next regularly scheduled hearing date or as soon thereafter as possible or as mandated in the specific code section being enforced pursuant to this division. Upon being advised by the code enforcement officer of violations under pursuant to subsection 2-171(eb), or (d), (e), or (f), the special master shall set a hearing to consider such violations.
- (2) Notice of hearing. The alleged violator shall be notified of the hearing in the civil violation citation or notice. Notice of hearing for violations under Sec subsections 2-171(eb), and (d) (e), or (f) shall be given as provided in subSection 2-167 2-171(ec), and (f). Notice of hearing, when not included in a civil violation notice or citation, shall include but not be limited to the following:
  - a. Name of the code enforcement officer who issued the notice of civil violation.
  - b. Factual description of alleged violation.
  - c. Date of alleged violation.
  - d. Section of the code allegedly violated.
  - e. Place, date and time of the hearing.
  - f. Right of an alleged violator to be represented by a lawyer.
  - g. Right of an alleged violator to present witnesses and evidence.
  - h. Notice that failure of an alleged violator to attend hearing may result in civil penalty being assessed against him, her or it.
  - i. Notice that requests for continuances will not be considered if not received by the special master at least five calendar days prior to the date set for hearing.
- (3) Monthly hearings. A special master shall call hearings on a monthly basis or upon the request of the code enforcement officer or mayor City Manager. No hearing shall be set sooner than 10 calendar days from the first date of giving notice under subsection 2-167(f) or 20 calendar days from the first date of giving notice under subsection 2-167(e) of the civil violation notice or notice of hearing, unless the special master determines on his/her own motion that the circumstances of the violation require an earlier hearing.
- (4) Continuance. A hearing date shall not be postponed or continued unless a request for continuance, showing good cause, is received in writing by the special master at least five calendar days prior to the scheduled hearing date.
- (5) Open to public, etc. All hearings of the special master shall be open to the public. All testimony shall be under oath. If proper notice has been given, a hearing may proceed in the absence of the alleged violator. Any person whose interests may be affected by the matter before the special master shall be given a reasonable opportunity to be heard.
- (6) Recording. All testimony before the special master shall be recorded.



- (7) Clerical support. The city shall provide clerical and administrative support personnel as reasonably required for performance of the special master's duties.
- (8) Case presentation. Each case before a special master shall be presented by the code enforcement officer responsible for the case~~city attorney~~ or designee.
- (9) Evidence. The hearing need not be conducted in accordance with formal rules relating to evidence and witnesses. Any relevant evidence shall be admitted if the special master finds it competent and reliable, regardless of the existence of any common law or statutory rules to the contrary.
- (10) Witnesses. Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut adverse evidence.

- (11) Findings and conclusions. The special master shall make findings of fact based on evidence presented before him or her and conclusions of law.

The fact-finding determination of the special master shall be limited to whether the alleged violation did occur and, if so, whether the person(s) or entity(ies) named in the civil violation notice ~~or citation~~ or the notice under ~~subsection 2-171~~ Sections 2-171(e) or (d) through (h) can be legally held responsible for the alleged violation.

The special master shall affirm, modify or reverse the code enforcement officer's determination regarding the alleged violator's responsibility for the code violation. A finding upholding the violation shall be made by a preponderance of the evidence that the alleged violator was legally responsible for the code violation as charged. If the special master upholds the violation, he or she shall, pursuant to ~~Section~~ subsection 2-171(b), allow a reasonable time within which to correct the violation, if correctable; provided, however, that repeat violations and uncorrectable violations shall not be subject to the requirement of a reasonable time for correction.

If found guilty of the violation, the violator may, at the special master's discretion, as provided in ~~subsection 2-179~~ Section 2-179(23), be held liable for reasonable administrative hearing costs.

If the special master ~~reverses the code enforcement officer's determination and finds~~ concludes that the alleged violator ~~is not~~ responsible for the alleged violation, the alleged violator shall have no liability for civil penalties or costs, unless the special master's findings are overturned on appeal by the ~~city~~ City pursuant to ~~section~~ Section 2-177.

- (12) Presumed reasonableness of time for correction. The time for correction prescribed in the civil violation notice ~~or citation~~ shall be presumed to be reasonable; provided that, upon presentation of relevant evidence to the contrary, the special master may re-determine the reasonableness of the time for correction. If the special master finds such time insufficient, the penalty for a continuing violation may be re-calculated for a reasonable correction period.
- (13) Enforcement order. The special master shall reach a decision without unreasonable or unnecessary delay and in all instances within ten ~~calendar~~ business days from the date of the hearing. If the decision of the special master is to affirm, the special master shall issue a written enforcement order, which shall include the following elements:
  - a. Amount of the civil penalty payable under ~~section~~ Section 2-179 and, in addition thereto, all charges, costs, attorneys' fees and other fees incurred in the prosecution of the case and in addition thereto interest, and other penalties which are payable under any code section, ordinance, resolution, rule or regulation which is then being enforced hereunder. Costs shall include, but not be limited to, the time of the Building Official, City Attorney, City Engineer, Code Enforcement Officer and other support staff at their hourly rates, plus benefits if applicable, investigation of the case, administrative fees and costs, expert witness fees, filing fees, recording fees, publication fees, postage and service of process fees.



- b. Administrative hearing costs which may include special master fees.
- c. Date by which the violation must be corrected to prevent imposition of continuing violation penalties and the daily amount of the continuing penalty that will be charged if the violation is not timely corrected (if applicable).

Every enforcement order shall include findings of fact and conclusions of law. Every enforcement order shall be signed by the special master and shall be filed in the office of the city community development director. A copy of the signed order shall be sent by certified mail, return receipt requested, to the alleged violator. Upon failure of delivery of certified mail, return receipt, the City shall post the order as set forth in subSection 2-16771(ec)(2)b.

An original or certified copy of such order may be recorded in the public records of the county and, if the violation concerns real property, shall constitute notice to subsequent purchasers, successors in interest, or assigns. The findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns.

(14) Repair of City Property. Whenever the Special Master enters an order for the repair or replacement of City property, the order may include the actual costs of repair or replacement plus an administrative surcharge of fifteen percent (15%) of the total costs of the repair or replacement.

(15) Referral regarding interpretation or application of code provision. A special master may upon his or her own motion refer a matter involving interpretation of a ~~city~~City code section to the ~~city~~City council-Council or board with jurisdiction over such provision. While such referral is pending, proceedings in the specific matter before the special master may be suspended.

(16) Binding interpretation. The City shall decide all intents, questions, conflicts, difficulties and disputes of whatever nature, which may arise relative to the interpretation of the City's Comprehensive Plan, Code of Ordinances and the Land Development Code. Interpretations and decisions of the City Council and duly authorized city boards concerning the ~~code~~Comprehensive Plan, Code of Ordinances and the Land Development Code provisions within their respective jurisdictions shall be binding upon the special master.

(17) Acknowledgment of correction. If an order is recorded in the public records pursuant to F.S. § 162.07(4) and the order is complied with by the date specified in the order, the special master shall issue an order acknowledging compliance, which shall be recorded in the public records. A hearing is not required to issue such acknowledgment.

(Ord. No. 06-14, § II, 2-16-06; Ord. No. 2012-03, § 2(Exh. A), 6-7-2012)

## **Sec. 2-174. Penalties.**

(a) In addition to the penalties provisions set forth elsewhere in this division, the following shall apply:

- (1) Upon notification by the code enforcement officer that an order of the special master has not been complied with by the date set for correction, the special master shall order the violator to pay a penalty of at least the amount specified in ~~section~~Section 2-179 for each day the violation continues past the date for correction or alternatively, the special master's initial compliance order may provide for the continuing penalty if the violation is not timely corrected; or
- (2) Upon finding that a repeat violation has been committed, the special master shall order the violator to pay a penalty of at least the amount specified in ~~subsection~~Section 2-167(hg), for each day the repeat violation continues past the date of notice of the repeat violation.
- (3) If a finding of a continuing violation or a repeat violation has been made as provided in this section, a hearing shall not be necessary for issuance of the order imposing the penalty; provided that a repeat violator shall be entitled to a hearing as provided by ~~Sect~~subsections 2-171(ad) and 2-172(c).



- (b) A penalty imposed pursuant to this section shall not exceed \$250.00 per day for a first violation or \$500.00 per day for a repeat violation. In determining the amount of the penalty under this section, if any, the special master shall consider the following factors:
  - (1) The gravity of the violation;
  - (2) Any actions taken by the alleged violator to correct the violation; and
  - (3) Any previous violations committed by the alleged violator.
- (c) If the special master finds that a violation is irreparable or irreversible in nature, the special master may impose a penalty not to exceed \$5,000.00 per violation.
- (d) The special master shall notify the violator by first class mail of any action taken under this section unless notice is provided to the violator as specified in ~~subsection~~ Section 2-173(13).
- (e) The penalties imposed pursuant to this Section shall continue to accrue daily until the violation(s) identified in the civil violation notice is corrected. Upon receipt of written notice that all violations have been corrected, the code enforcement officer shall inspect the property to determine compliance with the civil violation notice or the order of the special master, whichever is applicable. Confirmation by the code enforcement officer of the correction of the violation(s) shall establish the date of compliance at which time the daily penalties shall cease.

Sec. 2-176. Liens.

- (a) ~~An original or~~ certified copy of an order imposing a penalty, attorneys' fees, other fees, costs, charges and interest under this division and charges, costs, attorneys' fees and other fees, interest and other penalties which are payable under any code section or ordinance which is then being enforced under this division, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by any sheriff of this state, including levy against personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A continuing penalty imposed pursuant to this division shall continue to accrue until the alleged violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city, and the city council may execute a satisfaction or release of lien entered pursuant to this section. After three (3) months from filing of any such lien, which remains unpaid, the city may authorize the city attorney to foreclose on the lien or sue to recover a money judgment for the amount of the lien plus attorneys' fees, costs, accrued interest and penalties; provided that, actions for money judgment may be pursued only on fines levied after October 1, 2000. No lien created pursuant to the provisions of this action may be foreclosed on real property, which is a homestead under Section 4, Article X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under Section 4(a), Article X of the State Constitution.
- (b) Pursuant to F.S. § 162.10 no lien created under that section shall continue for longer than 20 years after the certified copy of an order imposing a penalty has been recorded, unless within that period of time an action is commenced pursuant to subsection (a) of this section in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees that it incurs in the action. The city shall be entitled to collect all costs and charges incurred in recording and satisfying a valid lien. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

(Ord. No. 06-14, § II, 2-16-06; Ord. No. 2012-03, § 2(Exh. A), 6-7-2012)

**Sec. 2-179. - Schedule of civil penalties and costs.**



Subsection (1) sets forth the code sections, which are to be processed as civil violation notices as may be amended from time to time, which may be enforced pursuant to the provisions of this division and the dollar amount of civil penalty for the violation of these sections. ~~Subsection (2) sets forth the code sections, which may be processed as civil violation citations or notices as may be amended from time to time, which may be enforced pursuant to the provisions of this division and the dollar amount of civil penalty for the violation of these sections.~~

Descriptions of violations are informational only and shall not limit or define the nature of the violations or the subject matter of the listed code sections, except to the extent that different types of violations of the same code section may carry different civil penalties. For each code section listed in the schedule of civil penalties, the entirety of that section may be enforced by the mechanism provided in this division, regardless of whether all activities proscribed or required within that particular section are described in the "description of violation." To determine the exact nature of any activity proscribed or required by this Code, the relevant code section must be examined.

Land Development Code (LDC)

Fellsmere City Ordinance (CO)

Florida Building Code (FBC)

International Property Maintenance Code (IPMC)

Standard Initial Minimum Fine: \$25

Health and Safety issue Minimum Initial Fine: \$50 (Denoted with \*)

Environmental Standards Minimum Fine: \$100 (Denoted with \*\*)

(1) Covered code sections for civil violation notices; penalties.

<u>Code/Ordinance #</u>	<u>Title</u>	<u>Minimum Initial Fine</u>	<u>Minimum Daily –Fine</u>
<u>Land Development Code</u>			
<u>3.5.A</u>	<u>Permitted uses.</u>	<u>\$25</u>	<u>\$20</u>
<u>3.6.C</u>	<u>Lot size requirements.</u>	<u>\$25</u>	<u>\$20</u>
<u>3.7</u>	<u>Purpose, Use and Maintenance of Yards.</u>	<u>\$25</u>	<u>\$20</u>
<u>3.8</u>	<u>Buildings and structures.</u>	<u>\$25</u>	<u>\$20</u>
<u>4.1</u>	<u>Accessory Buildings: Permitted uses in residential and planned development districts</u>	<u>\$25</u>	<u>\$20</u>
<u>4.3</u>	<u>General accessory use restrictions.</u>	<u>\$25</u>	<u>\$20</u>
<u>4.4</u>	<u>Use of vehicle as storage/utility building.</u>	<u>\$25</u>	<u>\$20</u>
<u>5.3.A-OO</u>	<u>Criteria for specified uses.</u>	<u>\$25</u>	<u>\$20</u>
<u>6.2.A - P</u>	<u>Prohibited use/activities. (Home Occupations)</u>	<u>\$25</u>	<u>\$20</u>
<u>6.3</u>	<u>Use limitations for home occupations.</u>	<u>\$25</u>	<u>\$20</u>
<u>7.1</u>	<u>Excavation and fill.</u>	<u>\$25</u>	<u>\$20</u>



<u>7.2</u>	<u>Off-street parking and internal circulation requirements.</u>	<u>\$25</u>	<u>\$20</u>
<u>7.4.B</u>	<u>Permit required. (Fences)</u>	<u>\$25</u>	<u>\$20</u>
<u>7.4.J</u>	<u>Swimming pool or spa fences.</u>	<u>\$50</u>	<u>\$30</u>
<u>7.6</u>	<u>Swimming pools and spas.</u>	<u>\$25</u>	<u>\$20</u>
<u>7.7</u>	<u>Driveways, parking pads, patios and decks.</u>	<u>\$25</u>	<u>\$20</u>
<u>7.8</u>	<u>Dish and other antenna</u>	<u>\$25</u>	<u>\$20</u>
<u>7.10</u>	<u>Maintenance generally.</u>	<u>\$25</u>	<u>\$20</u>
<u>7.13</u>	<u>Lighting.</u>	<u>\$25</u>	<u>\$20</u>
<u>7.14</u>	<u>Underground utilities.</u>	<u>\$25</u>	<u>\$20</u>
<u>7.18 (C) &amp; (G)</u>	<u>Watering restrictions</u>	<u>\$50 (after 1<sup>st</sup> warning)</u>	<u>\$500 or less for 2<sup>nd</sup> Viol</u>
<u>10.5</u>	<u>Building permits. (signs)</u>	<u>\$25</u>	<u>\$20</u>
<u>10.10.A-G</u>	<u>Sign permit required/regulations.</u>	<u>\$25</u>	<u>\$20</u>
<u>10.11</u>	<u>Violation and penalties.</u>		
<u>10.15</u>	<u>Prohibited signs.</u>	<u>\$25</u>	<u>\$20</u>
<u>10.18</u>	<u>Sign maintenance and miscellaneous safety requirements.</u>	<u>Subsection:</u> A. <u>\$25</u> B. <u>\$25</u> C. <u>\$25</u> D. <u>\$25</u> E. <u>*\$50</u> F. <u>*\$50</u> G. <u>\$25</u> H. <u>*\$50</u> I. <u>\$25</u> J. <u>\$25</u> K. <u>\$25</u> L. <u>*\$50</u>	<u>Subsection:</u> A. <u>\$20</u> B. <u>\$20</u> C. <u>\$20</u> D. <u>\$20</u> E. <u>*\$30</u> F. <u>*\$30</u> G. <u>\$20</u> H. <u>*\$30</u> I. <u>\$20</u> J. <u>\$20</u> K. <u>\$20</u> L. <u>*\$30</u>
<u>11.2</u>	<u>General requirements. (landscaping)</u>	<u>\$25</u>	<u>\$20</u>
<u>11.3</u>	<u>Landscape materials requirements standards.</u>	<u>\$25</u>	<u>\$20</u>
<u>11.7.G</u>	<u>Tree preservation and removal.</u>	<u>\$25</u>	<u>\$20</u>
<u>11.8</u>	<u>Irrigation requirements</u>	<u>\$25</u>	<u>\$20</u>
<u>11.9</u>	<u>Landscape installation and maintenance requirements.</u>	<u>\$25</u>	<u>\$20</u>
<u>13.1</u>	<u>Uplands protection.</u>	<u>\$25</u>	<u>\$20</u>
<u>13.2</u>	<u>Wetlands protection.</u>	<u>\$25</u>	<u>\$20</u>
<u>14.2</u>	<u>Required plan.</u>	<u>\$25</u>	<u>\$20</u>
<u>14.8</u>	<u>Site construction plans.</u>	<u>\$25</u>	<u>\$20</u>
<u>15.1</u>	<u>Applicability of subdivision plat review.</u>	<u>\$25</u>	<u>\$20</u>
<u>17.21</u>	<u>Development permit required prior to undertaking any development activity.</u>	<u>\$25</u>	<u>\$20</u>
<u>Code of Ordinances</u>			



<u>6-1</u>	<u>Hours of sale – permitted. (alcohol)</u>	<u>\$25</u>	<u>\$20</u>
<u>6-2</u>	<u>Same – prohibited (alcohol)</u>	<u>\$25</u>	<u>\$20</u>
<u>6-3</u>	<u>Distance of establishments from schools.</u>	<u>\$50</u>	<u>\$30</u>
<u>6.5</u>	<u>Possession or consumption in public prohibited.</u>	<u>\$25</u>	<u>\$20</u>
<u>10-52</u>	<u>Permit required. (special events)</u>	<u>\$25</u>	<u>\$20</u>
<u>14-29</u>	<u>Annual vaccination and licensing requirement.</u>	<u>\$25</u>	<u>\$20</u>
<u>14-30</u>	<u>Application for license; renewal; fees; issuance of tags; transfer; licensing agents; records; exemptions.</u>	<u>\$25</u>	<u>\$20</u>
<u>14-31</u>	<u>Ownership responsibilities; responsibilities of the public.</u>	<u>\$25</u>	<u>\$20</u>
<u>14-36</u>	<u>Unlawful for livestock to run at large; harboring wild animals.</u>	<u>\$25</u>	<u>\$20</u>
<u>14-40</u>	<u>Interference with animal control authority.</u>	<u>\$25</u>	<u>\$20</u>
<u>14-68</u>	<u>Bird and wildlife sanctuary; unlawful to shoot or trap birds and certain animals; signs.</u>	<u>\$25</u>	<u>\$20</u>
<u>14-69</u>	<u>Animals in parks, on sidewalks, in commercial districts and certain other areas; riding horses or mules.</u>	<u>\$25</u>	<u>\$20</u>
<u>14-70</u>	<u>Keeping of livestock and fowl restricted.</u>	<u>\$25</u>	<u>\$20</u>
<u>14-72</u>	<u>Disposition of dead animals.</u>	<u>\$25</u>	<u>\$20</u>
<u>14.74</u>	<u>Damaging temporary holding facilities and animal control equipment.</u>	<u>\$25</u>	<u>\$20</u>
<u>18-1</u>	<u>Installation or erection of trim or skirted barriers for certain elevated structures.</u>	<u>\$25</u>	<u>\$20</u>
<u>18-2.d</u>	<u>Posting of numbers on buildings. (addresses)</u>	<u>\$25</u>	<u>\$20</u>
<u>18-6</u>	<u>Anchoring of utility sheds; permit required.</u>	<u>\$25</u>	<u>\$20</u>
<u>18-31</u>	<u>Building permits required.</u>	<u>\$25</u>	<u>\$20</u>
<u>18-32</u>	<u>Same—Application; contents; state and county approvals for certain building permit applications.</u>	<u>\$25</u>	<u>\$20</u>



<u>18-83</u>	<u>Permits. (electric work)</u>	<u>\$25</u>	<u>\$20</u>
<u>18-203</u>	<u>Requirements for installation. (grease traps)</u>	<u>\$30</u>	<u>\$25</u>
<u>18-207</u>	<u>Requirements for scheduled maintenance (grease traps)</u>	<u>\$25</u>	<u>\$20</u>
<u>18-208</u>	<u>Permitting and inspections. (grease traps)</u>	<u>\$25</u>	<u>\$20</u>
<u>18-209</u>	<u>Prohibitions against the use of solvents (grease traps)</u>	<u>\$25</u>	<u>\$20</u>
<u>22-28</u>	<u>Persons subject to local business tax.</u>	<u>\$25</u>	<u>\$20</u>
<u>22-29</u>	<u>Required. (Business Tax Receipt)</u>	<u>\$25</u>	<u>\$20</u>
<u>22-42</u>	<u>Preservation and display of local business tax receipt.</u>	<u>\$25</u>	<u>\$20</u>
<u>22-57</u>	<u>Security Measures. (Convenience Business)</u>	<u>\$50</u>	<u>\$30</u>
<u>26-3</u>	<u>Election/political signs</u>	<u>\$25</u>	<u>\$20</u>
<u>30-27</u>	<u>Unlawful and prohibited acts generally; enforcement by police department.</u>	<u>\$25</u>	<u>\$20</u>
<u>30-28</u>	<u>Radios, television sets, musical instruments, and similar devices.</u>	<u>\$25</u>	<u>\$20</u>
<u>30-29</u>	<u>Loudspeakers and amplifiers.</u>	<u>\$25</u>	<u>\$20</u>
<u>30-30</u>	<u>Construction equipment and activity.</u>	<u>\$25</u>	<u>\$20</u>
<u>30-31</u>	<u>Vehicle repair in residential areas.</u>	<u>\$25</u>	<u>\$20</u>
<u>30-32</u>	<u>Skateboard ramps.</u>	<u>\$25</u>	<u>\$20</u>
<u>30-33</u>	<u>Sound amplification.</u>	<u>\$25</u>	<u>\$20</u>
<u>30-57</u>	<u>Conditions declared public nuisances.</u>	<u>\$25</u>	<u>\$20</u>
<u>30-58</u>	<u>Conditions declared a Public Nuisance (accumulation of trash, litter, filth, waste, scrap lumber, meat or animal matter, fecal matter, unsightly or insanitary conditions, etc.)</u>	<u>Subsection:</u> (1) <u>\$25</u> (2) <u>*\$50</u> (3) <u>\$25</u> (4) <u>*\$50</u> (5) <u>\$25</u> (6) <u>\$25</u> (7) <u>*\$50</u> (8) <u>\$25</u> (9) <u>\$25</u> (10) <u>*\$50</u> (11) <u>*\$50</u> (12) <u>\$25</u> (13) <u>\$25</u> (14) <u>*\$50</u> (15) <u>*\$50</u> (16) <u>\$25</u> (17) <u>\$25</u> (18) <u>\$25</u>	<u>Subsection:</u> (1) <u>\$20</u> (2) <u>*\$30</u> (3) <u>\$20</u> (4) <u>*\$30</u> (5) <u>\$20</u> (6) <u>\$20</u> (7) <u>*\$30</u> (8) <u>\$20</u> (9) <u>\$20</u> (10) <u>*\$30</u> (11) <u>*\$30</u> (12) <u>\$25</u> (13) <u>\$25</u> (14) <u>*\$30</u> (15) <u>*\$30</u> (16) <u>\$20</u> (17) <u>\$20</u> (18) <u>\$20</u>



		(19) <u>\$25</u> (20) <u>*\$50</u> (21) <u>*\$50</u> (22) <u>*\$50</u>	(19) <u>\$20</u> (20) <u>*\$30</u> (21) <u>*\$30</u> (22) <u>*\$30</u>
<u>30-59</u>	<u>Abandoned Vehicles.</u>	<u>\$25</u>	<u>\$20</u>
<u>30-83</u>	<u>Landscape irrigation schedules.</u>	<u>1st Violation: Warning</u>	<u>\$50 second violation</u>
<u>34-29</u>	<u>Penalty for violation of fire prevention codes.</u>	<u>\$50</u>	<u>\$30</u>
<u>34-71</u>	<u>Approval required. (open fires)</u>	<u>\$25</u>	<u>\$20</u>
<u>42-2</u>	<u>Disposal of substances detrimental to health.</u>	<u>\$50</u>	<u>\$30</u>
<u>42-3</u>	<u>Storage of hazardous materials.</u>	<u>\$50</u>	<u>\$30</u>
<u>42-31</u>	<u>Permitting mosquito breeding places prohibited.</u>	<u>\$25</u>	<u>\$20</u>
<u>54-57</u>	<u>Permit required for Temporary Certificate of Occupancy of Mobile home</u>	<u>\$25</u>	<u>\$20</u>
<u>54-72</u>	<u>Compliance with division. (mobile homes)</u>	<u>\$25</u>	<u>\$20</u>
<u>58-1</u>	<u>State misdemeanor laws adopted.</u>	<u>\$25</u>	<u>\$20</u>
<u>58-2</u>	<u>Camping on public streets or parks.</u>	<u>\$25</u>	<u>\$20</u>
<u>58-3</u>	<u>Leaving excavations and obstructions exposed at night.</u>	<u>\$25</u>	<u>\$20</u>
<u>62-2</u>	<u>Business tax receipt required. (soliciting)</u>	<u>\$25</u>	<u>\$20</u>
<u>62-3</u>	<u>Exhibition of business tax receipt. (solicitors)</u>	<u>\$25</u>	<u>\$20</u>
<u>62-4</u>	<u>Hours of solicitation.</u>	<u>\$25</u>	<u>\$20</u>
<u>62-5</u>	<u>Solicitor restrictions.</u>	<u>\$25</u>	<u>\$20</u>
<u>62-21</u>	<u>Registration required. (solicitors)</u>	<u>\$25</u>	<u>\$20</u>
<u>62-41</u>	<u>Permit required.</u>	<u>\$25</u>	<u>\$20</u>
<u>62-62</u>	<u>Regulations. (soliciting)</u>	<u>\$25</u>	<u>\$20</u>
<u>62-63</u>	<u>Prohibition of interference with traffic flow. (soliciting)</u>	<u>\$25</u>	<u>\$20</u>
<u>62-64</u>	<u>Permits. (soliciting)</u>	<u>\$25</u>	<u>\$20</u>
<u>62-80</u>	<u>Seasonal sales vendor.</u>	<u>\$25</u>	<u>\$20</u>
<u>62-81</u>	<u>Loud noises and speaking devices.</u>	<u>\$25</u>	<u>\$20</u>
<u>70-1</u>	<u>Obstructing, destroying public ways generally.</u>	<u>\$50</u>	<u>\$30</u>
<u>70-71</u>	<u>Permit required for installation or alteration. (culvert)</u>	<u>\$25</u>	<u>\$20</u>



<u>70-72</u>	<u>Required material; size. (culvert)</u>	<u>\$25</u>	<u>\$20</u>
<u>70-73</u>	<u>Installation and maintenance. (culverts)</u>	<u>\$25</u>	<u>\$20</u>
<u>70-48</u>	<u>Sidewalk sales-Prohibited</u>	<u>\$25</u>	<u>\$20</u>
<u>78-78</u>	<u>Application. (water and wastewater system)</u>	<u>\$25</u>	<u>\$20</u>
<u>78-79</u>	<u>Connection with water or wastewater systems required.</u>	<u>\$50</u>	<u>\$30</u>
<u>78-88</u>	<u>Unlawful Connections. (to wastewater/water)</u>	<u>\$50</u>	<u>\$30</u>
<u>78-91</u>	<u>Maintenance of plumbing system and access.</u>	<u>\$25</u>	<u>\$20</u>
<u>78-99</u>	<u>Permit required to draw water from fire hydrants.</u>	<u>\$25</u>	<u>\$20</u>
<u>78-100</u>	<u>Prohibition against damaging equipment.</u>	<u>\$50</u>	<u>\$30</u>
<u>78-101</u>	<u>Required installation and maintenance of backflow prevention devices.</u>	<u>\$50</u>	<u>\$30</u>
<u>78-105</u>	<u>Wells and lawn sprinkler system.</u>	<u>\$30</u>	<u>\$20</u>
<u>78-133</u>	<u>Customer base. (stormwater fee)</u>	<u>\$25</u>	<u>\$20</u>
<u>14-31(1-9)</u>	<u>Pet ownership requirements (Leash requirements, failure to remove pet fecal matter from public areas)</u>	<u>\$25</u>	<u>\$20</u>
<u>18-2 (c-7) (d-1-5)</u>	<u>Visible address numbers on home/building required</u>	<u>\$25</u>	<u>\$20</u>
<u>30-28</u>	<u>Radios, television sets, musical instruments, and similar devices: Times playing are prohibited</u>	<u>\$25</u>	<u>\$20</u>
<u>30-29</u>	<u>Loudspeakers and Amplifiers: Times playing are prohibited</u>	<u>\$25</u>	<u>\$20</u>
<u>30-30</u>	<u>No outside Construction between 7AM and 7PM</u>	<u>\$25</u>	<u>\$20</u>
<u>30-31</u>	<u>Unlawful to repair, rebuild or test motor Vehicle between</u>	<u>\$25</u>	<u>\$20</u>



	<u>7AM and 7PM in any residential area</u>		
<u>30-32</u>	<u>Unlawful to use a skateboard ramp or anything similar in residential neighborhood between 7AM and 7PM</u>	<u>\$25</u>	<u>\$20</u>
<u>30-33 (a)</u>	<u>Permit required for loud music/noise</u>	<u>\$25</u>	<u>\$20</u>
<u>54-42</u>	<u>Prerequisites to park recreational vehicles and mobile homes in areas zoned for that purpose</u>	<u>\$25</u>	<u>\$20</u>
<u>54-44</u>	<u>Visiting Rec Vehicles -Restrictions</u>	<u>\$25</u>	<u>\$20</u>
<u>62-1 (a-f)</u>	<u>Peddler/solicitor must obtain permit - Failure to do so</u>	<u>\$25 or 50% of the cost of the permit</u>	<u>\$20</u>
<u>62-2</u>	<u>Business Tax Receipt Required</u>	<u>\$25</u>	<u>\$20</u>
<u>62-4</u>	<u>Hours of Solicitation</u>	<u>\$25</u>	<u>\$20</u>
<u>62-5 (a-g)</u>	<u>Solicitor restrictions</u>	<u>\$25</u>	<u>\$20</u>
<u>62-21</u>	<u>Failure to register Organization to solicit funds/donations in residential areas</u>	<u>\$25</u>	<u>\$20</u>
<u>62-25</u>	<u>Requirement of all solicitors to have Credentials available</u>	<u>\$25</u>	<u>\$20</u>
<u>62-41</u>	<u>Permit required for Commercial Solicitors</u>	<u>\$25</u>	<u>\$20</u>
<u>62-62(1-3)</u>	<u>Solicitation regulations</u>	<u>\$25</u>	<u>\$20</u>
<u>62-63</u>	<u>Prohibition of interference with traffic flow</u>	<u>\$25</u>	<u>\$20</u>
<u>62-64(a-i)</u>	<u>Permit required for solicitation of charitable funds on street curb or city right of way.</u>	<u>\$25</u>	<u>\$20</u>
<u>62-81</u>	<u>Use of Loud Noises/Loudspeakers to sell goods/merchandise</u>	<u>\$25</u>	<u>\$20</u>



<u>70-46</u>	<u>Obstructing sidewalks with boxes, lumber building materials.</u>	<u>\$25</u>	<u>\$20</u>
<u>70-48</u>	<u>Sidewalk sales.</u>	<u>\$25</u>	<u>\$20</u>
<u>74-11</u>	<u>Driving on public grounds.</u>	<u>\$25</u>	<u>\$20</u>
<u>74-13</u>	<u>Manner of parking.</u>	<u>\$25</u>	<u>\$20</u>
<u>74-14</u>	<u>Parking prohibited in specified places.</u>	<u>\$25</u>	<u>\$20</u>
<u>74-15</u>	<u>Vehicle restriction on public thoroughfares.</u>	<u>\$25</u>	<u>\$20</u>
<u>74-20</u>	<u>Parking for certain purposes prohibited.</u>	<u>\$25</u>	<u>\$20</u>
<u>74-41(a-b)</u>	<u>Restrictions on Heavy Vehicles ((a)No trucks over 10,000 lbs. allowed on residential street except Willow. (b) vehicles in excess 22,000 lbs. axle wt. or semi-trucks w/ more than 3 axles may not park overnight)</u>	<u>\$25</u>	<u>\$20</u>
<u>74-42</u>	<u>No tandem trailer trucks may utilize a residential road</u>	<u>\$25</u>	<u>\$20</u>
<u>International Property Maintenance Code</u>			
<u>304.1.1</u>	<u>Building exterior of structure unsafe</u>	<u>\$50</u>	<u>\$30</u>
<u>304.10</u>	<u>Stairways, decks, porches, and balconies (properly maintained, must have railings)</u>	<u>\$25</u>	<u>\$20</u>
<u>304.18</u>	<u>Building Security (Secured doors/openings, etc.)</u>	<u>\$25</u>	<u>\$20</u>
<u>304.108.1.3</u>	<u>Building unsafe for occupancy</u>	<u>\$25</u>	<u>\$20</u>
<u>304.7</u>	<u>Roof and drainage</u>	<u>\$25</u>	<u>\$20</u>
<u>305.1.1</u>	<u>Building interior structure unsafe</u>	<u>\$50</u>	<u>\$30</u>
<u>601.2</u>	<u>Owner shall not allow occupancy of a dwelling that does not meet the requirements of this chapter</u>	<u>\$25</u>	<u>\$20</u>
<u>Florida Building Code</u>			



<u>R310.1.1</u>	<u>Operational constraints and opening control devices. Windows must be able to be opened from the inside</u>	<u>\$50</u>	<u>\$30</u>
<u>R310.2.1</u>	<u>Minimum window opening. Windows must be able to be opened from inside</u>	<u>\$50</u>	<u>\$30</u>

— Covered code sections for citations or notices; penalties.

<u>Code/Ordinance #</u>	<u>Title</u>	<u>Minimum Initial Fine</u>	<u>Minimum Daily Fine</u>
<u>Code of Ordinances</u>			
<u>14-31(1-9)</u>	<u>Pet ownership requirements (Leash requirements, failure to remove pet fecal matter from public areas)</u>	<u>\$25</u>	<u>\$20</u>
<u>18-2(c-7)(d-1-5)</u>	<u>Visible address numbers on home/building required</u>	<u>\$25</u>	<u>\$20</u>
<u>30-28</u>	<u>Radios, television sets, musical instruments, and similar devices: Times playing are prohibited</u>	<u>\$25</u>	<u>\$20</u>
<u>30-29</u>	<u>Loudspeakers and Amplifiers: Times playing are prohibited</u>	<u>\$25</u>	<u>\$20</u>
<u>30-30</u>	<u>No outside Construction between 7AM and 7PM</u>	<u>\$25</u>	<u>\$20</u>
<u>30-31</u>	<u>Unlawful to repair, rebuild or test motor Vehicle between 7AM and 7PM in any residential area</u>	<u>\$25</u>	<u>\$20</u>
<u>30-32</u>	<u>Unlawful to use a skateboard ramp or anything similar in residential neighborhood between 7AM and 7PM</u>	<u>\$25</u>	<u>\$20</u>
<u>30-33(a)</u>	<u>Permit required for loud music/noise</u>	<u>\$25</u>	<u>\$20</u>
<u>54-42</u>	<u>Prerequisites to park recreational vehicles and mobile homes in areas zoned for that purpose</u>	<u>\$25</u>	<u>\$20</u>
<u>54-44</u>	<u>Visiting Rec Vehicles – Restrictions</u>	<u>\$25</u>	<u>\$20</u>
<u>62-1(a-f)</u>	<u>Peddler/solicitor must obtain permit – Failure to do so</u>	<u>\$25 or 50% of the cost of the permit</u>	<u>\$20</u>
<u>62-2</u>	<u>Business Tax Receipt Required</u>	<u>\$25</u>	<u>\$20</u>
<u>62-4</u>	<u>Hours of Solicitation</u>	<u>\$25</u>	<u>\$20</u>
<u>62-5(a-g)</u>	<u>Solicitor restrictions</u>	<u>\$25</u>	<u>\$20</u>
<u>62-21</u>	<u>Failure to register Organization to solicit funds/donations in residential areas</u>	<u>\$25</u>	<u>\$20</u>
<u>62-25</u>	<u>Requirement of all solicitors to have Credentials available</u>	<u>\$25</u>	<u>\$20</u>
<u>62-41</u>	<u>Permit required for Commercial Solicitors</u>	<u>\$25</u>	<u>\$20</u>
<u>62-62(1-3)</u>	<u>Solicitation regulations</u>	<u>\$25</u>	<u>\$20</u>
<u>62-63</u>	<u>Prohibition of interference with traffic flow</u>	<u>\$25</u>	<u>\$20</u>
<u>62-64(a-i)</u>	<u>Permit required for solicitation of charitable funds on street curb or city right of way.</u>	<u>\$25</u>	<u>\$20</u>
<u>62-81</u>	<u>Use of Loud Noises/Loudspeakers to sell goods/merchandise</u>	<u>\$25</u>	<u>\$20</u>



<u>70-46</u>	<u>Obstructing sidewalks with boxes, lumber building materials.</u>	<u>\$25</u>	<u>\$20</u>
<u>70-48</u>	<u>Sidewalk sales.</u>	<u>\$25</u>	<u>\$20</u>
<u>74-11</u>	<u>Driving on public grounds.</u>	<u>\$25</u>	<u>\$20</u>
<u>74-13</u>	<u>Manner of parking.</u>	<u>\$25</u>	<u>\$20</u>
<u>74-14</u>	<u>Parking prohibited in specified places.</u>	<u>\$25</u>	<u>\$20</u>
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<u>74-42</u>	<u>No tandem trailer trucks may utilize a residential road</u>	<u>\$25</u>	<u>\$20</u>

Any comprehensive plan, ordinance or code section not listed in the foregoing table may nevertheless be enforced by the code enforcement officer and special master, subject to procedures set forth in this division, and the code enforcement officer and special master may determine and assess penalties there- fore, subject to the limitations imposed by F.S. § 162.09(2)(a), and, in addition thereto, the special master may assess all charges, costs of investigation, attorneys' fees and other fees and costs incurred in the prosecution of the case and in addition thereto interest and other penalties which are payable under any code section, ordinance, resolution, rule or regulation which is then being enforced hereunder.

(2) Assessing costs. Costs shall be payable by a violator who is found to have violated the City's Comprehensive Plan, Code of Ordinances and/or Land Development Code guilty and shall be determined by the special master as follows:

The minimum costs payable shall be at least \$15.00 for any matter in which the special master has rendered an order and at least \$30.00 for any matter in which the special master has conducted a hearing. In appropriate circumstances the special master may order additional costs and shall have discretion to waive costs.



**ORDINANCE No. 2024-10**

**AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FELLSMERE, FLORIDA BY AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE VII PROCUREMENT SECTION 2-237 BIDDING PROCEDEURES AND SECTION 2-238 PROCEDURE IN LIEU OF BIDDING; PROVIDING FOR RATIFICATION; AMENDMENT; CONFLICTS; SEVERABILITY; CODIFICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fellsmere, Florida is a duly constituted municipality having such powers and authority conferred upon it by the Florida Constitution and Chapter 166 Florida Statutes; and

**WHEREAS**, the City Council held a duly advertised public hearing and has determined that the amendments to the Code of Ordinances of the City of Fellsmere, Florida are in the best interest of the City and that the public health, safety, environmental and general welfare of the citizens of the City will be furthered by the amendments to the Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. RATIFICATION.** The above recitals are hereby ratified, adopted and incorporated herein as legislative findings of the City Council.

**SECTION 2. AMENDMENT.** That Section 2-237 and Section 2-238 of the Code of Ordinances of the City of Fellsmere, Florida are amended to read as set forth in Exhibit "A" attached hereto and by this reference made a part hereof (~~strike through~~ indicates deleted text, and underline represents added text, omitted sections from the chapter are unchanged by this Ordinance or are reserved).

**SECTION 3. CONFLICTS.** All previous ordinances or parts of ordinances, resolutions, or motions of the City which conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 4. SEVERABILITY.** If any section, part of a sentence, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative, or void, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part.

**SECTION 5. CODIFICATION.** The provisions of this Ordinance may be incorporated into the Code of Ordinances of the City of Fellsmere, Florida and the word "ordinance" may be changed to "section", "article" or other appropriate word, and the sections of the ordinance may be re-titled, re-numbered or re-lettered, to accomplish such codification. Grammatical, typographical and other like errors may be corrected, and additions, alterations and omissions not

affecting the construction or meaning of this Ordinance and the Code or Ordinance may be freely



made.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its adoption.

The foregoing Ordinance was moved for adoption by Council Member \_\_\_\_\_ . The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Mayor, Joel Tyson \_\_\_\_\_

Council Member Fernando Herrera \_\_\_\_\_

Council Member Inocensia Hernandez \_\_\_\_\_

Council Member Gerald Renick \_\_\_\_\_

Council Member Jessica Salgado \_\_\_\_\_

The Mayor thereupon declared this Ordinance fully passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

CITY OF FELLSMERE, FLORIDA

**ATTEST:**

\_\_\_\_\_  
Joel Tyson, Mayor

\_\_\_\_\_  
Maria Suarez-Sanchez, City Clerk

I HEREBY CERTIFY that Notice of the public hearing on this Ordinance was published in the Press Journal, as required by State Statute, that the foregoing Ordinance was duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, and the first reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, and the public hearing and second and final reading was held on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Maria Suarez-Sanchez, City Clerk



**EXHIBIT “A”  
TO  
ORDINANCE NO. 2024-10**



DIVISION 1. - GENERALLY

Sec. 2-237. - Bidding procedures.

Projects that require competitive bids include:

1. construction projects that are projected to cost more than \$200,000, Florida Statutes § 255.0525 (2);
2. commodities or contractual services in excess of \$35,000, Florida Statutes § 287.057;
3. utility (includes stormwater) construction projects that are projected to cost more than \$25,000, Florida Statutes § 180.24(1); and
4. utility (includes stormwater) materials and service projects that are projected to cost more than \$10,000, Florida Statutes § 180.24(2).

The following procedures shall be followed if bidding is used and the procedures are not otherwise modified.

(a) *Notice inviting bids.* Any notice for bids shall be considered an invitation to potential bidders to submit offers to the city in conformity with the city's invitation. All bids received shall be considered irrevocable offers until such time as the city council accepts an offer or rejects the offer. ~~Florida Statutes 287.057 stipulates that purchases of commodities or contractual services in excess of \$35,000.00 (presently) requires competitive solicitation.~~ A sole source or sole brand purchase may be authorized by the city manager (without bidding) after receipt of proper documentation for the originating department and a review of the available brands or sources has been completed. A record of the sole source or sole brand request is maintained in finance.

(b) *Publication of notice.* Notice shall generally be by publication in at least one newspaper of general circulation in the city. In addition, the city manager may solicit bids directly from prospective bidders.

1.- For non-utility commodities or contractual services in excess of \$35,000.00 and for non-utility construction projects that are projected to cost more than \$200,000, such projects shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pr-bid conference.

2. For utility projects where construction is in excess of \$25,000 or commodities or services are in excess fo \$10,000, such projects shall be advertised by the publication of a notice in a Newspaper of general circulation in the county in which said municipality is located at least once each week for 2 consecutive weeks, or by posting three notices in three conspicuous places in said municipality, one of which shall be on the door of the city hall; and that at least 10 days shall elapse between the date of the first publication or posting of such notice and the date of receiving bids and the execution of such contract documents.

(c) *Bid bonds.* When deemed necessary by the city manager, bid bonds may be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of surety after final action. A successful bidder shall forfeit any surety required by the city upon failure on his part to enter a contract with ten days after receipt of a proposed contract from the city, unless such time is extended by the city.

(d) *Bid opening procedures.*

(1) *Sealed.* Bids shall be submitted to the city clerk sealed and shall be identified as bids on the envelope.



(2) *Opening.* Bids shall be opened in public at the time and place stated in the public notice. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement.

(3) *Tabulation.* A tabulation of all bids received shall be available for public inspection.

(e) *Rejection of bids.* The city council shall have the authority to reject any or all bids, or parts thereof, or any or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest shall be served thereby. Further, after rejection of all bids, the city council may solicit for new bids. The city manager shall have this same authority with respect to bids for contracts under \$15,000.00.

(f) *Bidders in default to city.* The city council may reject the bid of a contractor who is in default of the payment of city taxes, licenses, or other monies due the city. The city manager shall have this same authority with respect to bids for contracts under \$15,000.00.

(g) *Local bidders.* Local bidders may be afforded a preference by the city council if this is in the public interest. The city manager shall have the same authority with respect to bids for contracts under \$15,000.00.

(h) *Award of contract.* The city council, after review of bids received, may award the contract to the bidder who, in the view of the city council, has submitted the bid that is in the overall best interest of the city. The city manager shall have the same authority with respect to bids for contracts under \$15,000.00.

(i) *Payment and performance bonds.* The city manager shall have the authority to require a payment and performance bond before entering into a contract in such amount as he/she shall find reasonably necessary to protect the best interest of the city. Any requirement under this section shall be included in the bid specifications. See Pursuant to F.S. § 255.05, a payment and performance bond will be required for all projects over \$200,000. As governed by Florida State Statute 255.05, a person entering into a formal contract with city, for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work shall be required, before commencing the work or before recommencing the work after a default or abandonment, to execute and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in this state as surety. A public entity may not require a contractor to secure a surety bond under this section from a specific agent or bonding company.

i. *Bond Requirements.* The bond must state on its front page:

1. The name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity.
2. The contract number assigned by the contracting public entity.
3. The bond number assigned by the surety.
4. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement.

ii. *Bond Exemption.* At the discretion of the city manager awarding such contract when such work is done that is for \$200,000 or less may be exempted from executing the payment and performance bond. If an exemption is granted, the officer or official is not personally liable to persons suffering loss because of granting such exemption.

iii. *Bond Amount.* The amount of the bond shall equal the contract price, except that for a contract in excess of \$250 million, if the city finds that a bond in the amount of the contract price is not reasonably available, the city shall set the amount of the bond at the largest amount reasonably available, but not less than \$250 million.



iv. For construction-management or design-build contracts, if the city does not include in the bond amount the cost of design or other non-construction services, the bond may not be conditioned on performance of such services or payment to persons furnishing such services.

(j) *Waiver of bidding procedures.* The city council may waive or modify the bidding procedures on specific contracts except as prohibited by state law.

(k) *Professional services.* Public announcement and qualification procedures, competitive selection, and competitive negotiation for professional services of architects, professional engineers, landscape architects, or registered land surveyors shall be as specified in F.S. § 287.055, as applicable, and as said section exists or may be amended.

(l) *Public works.* Public works contracts as defined in F.S. § 180.24, shall be bid in accordance with that section to the extent the section is applicable.

(Ord. No. 06-14, § II, 2-16-2006; Ord. No. 2018-10, § 2(Exh. A), 11-1-2018)

Secs. 2-231—2-235. - Reserved.

**Sec. 2-238. – Procedures in Lieu of Bidding.**

Uniform guidance standards stipulate that purchases where the aggregate dollar amount does not exceed \$3,000.00 (or \$2,000.00 if the procurement is construction and subject to Davis-Bacon) are defined as "micro-purchases". Where practical, the city will distribute micro-purchases equitably among qualified suppliers. No competitive quotes are required if management determines that the price is reasonable.

For purchases in excess of \$3,000, the following procedures shall be followed if bidding is not used and the procedures are not otherwise modified.

>\$3,000 - \$5,000 – informal competitive quotes are required

>\$5,000 - \$15,000 – three formal written quotes are required

>\$15,000 – bidding threshold - three formal written quotes are required

The City Manager may delegate purchases up to \$7,500.00 to Department Heads subject to Department Heads following the purchasing requirements set forth herein.

As permitted by Florida Statutes § 255.0525 (2), in cases of emergency, the procedures required in Section 2-237 may be altered by city in any manner that is reasonable under the emergency circumstances. The term "emergency" means an unexpected turn of events that causes an immediate danger to the public health or safety, an immediate danger of loss of public or private property, or an interruption in the delivery of an essential governmental service.





# FELLSMERE POLICE DEPARTMENT

<b>January 2024</b>	<b>Monthly Total</b>	<b>Annual Total</b>	<b>Monthly Average</b>
911 Hangup/Open line	25	25	25.00
Alarm	9	9	9.00
Animal Incident	3	3	3.00
Area Check	481	481	481.00
Assault	0	0	0.00
Assist	33	33	33.00
ATV/Dirt Bike	1	1	1.00
Burglary Auto	0	0	0.00
Burglary Residence	0	0	0.00
Burglary Business	0	0	0.00
CFS Fax	0	0	0.00
Civil	7	7	7.00
Crash Report	9	9	9.00
Criminal Mischief	0	0	0.00
DAV/Traffic Hazard	0	0	0.00
Death	0	0	0.00
Disturbance	7	7	7.00
Drug Incident	3	3	3.00
Follow Up	8	8	8.00
Found Property	1	1	1.00
Fraud	0	0	0.00
Larceny	0	0	0.00
Liquor Violation	0	0	0.00
Lost Property	1	1	1.00
Miscellaneous	68	68	68.00
Motor Vehicle Theft	0	0	0.00
Noise Disturbance	5	5	5.00
Parking Violation	0	0	0.00
Recovered Stolen Vehicle	0	0	0.00
Robbery	1	1	1.00
Runaway/Missing	2	2	2.00
Search	2	2	2.00
Shoplifting	0	0	0.00
Suspicious Incident	13	13	13.00
Suspicious Person	2	2	2.00
Traffic Incident	12	12	12.00
Transport	0	0	0.00
Trespass	0	0	0.00
TOT	4	4	4.00
Verbal Warning	14	14	14.00
Warrant Arrest	5	5	5.00
Training	0	0	0.00
CommendationAwards	0	0	0.00

Respectfully Submitted,

*Keith Touchberry*  
Chief Keith Touchberry

Date: 2/5/24



MARK MATHES  
CITY MANAGER

PUBLIC WORKS

**CITY OF FELLOSMERE**



**PUBLIC WORKS DIVISION**

**JANUARY 2024**

**MONTHLY REPORT**

Andy Shelton  
Director of Public Works



January 2024

City of Fellsmere  
Public Works  
Total Monthly Hours

Assignment	Hours
Administration	1.0
Training	0.0
Edging	0.0
Weedeating	0.0
Blower	0.0
Weeding	0.0
Sprinklers	4.5
Mowing	43.0
Ditchwork	7.0
Catchbasins	28.0
Alleyways	0.0
Bushhog	0.0
Backhoe	37.5
Grading	101.5
Roadwork	32.5
Potholes	33.5
Storm Debris	0.0
Trash P/U Roads	34.0
Trash P/U Parks	256.5
Park Maintenance	50.0
Assist PD	0.0
Assist WD	0.0
Street Cleaning	0.0
Equipment Maintenance	6.0
Cemetery	8.0
Shop/Parts/Supplies	0.0
Building Maintenance	47.0
Water System	0.0
Sewer System	0.0
Other	94.0
Paid time off	185.0
<b>Total Hours</b>	<b>969.0</b>

Public Works Director  
Andy Shelton



January 2024

City of Fellsmere  
Public Works  
Total monthly Hours

Employee	Administration	Training	Edging	Weedeating	Blower	Weeding	Sprinklers	Mowing	Ditchwork	Catchbasin	Alleyways	Bushhog	Backhoe	Grading	Roadwork	Potholes	Storm Debris	Trash P/U Roads	Trash P/U Parks	Park Maintenance	Assist PD	Assist WD	Street Cleaning	Equipment Maintenance	Cemetery	Shop/Parts/Supplies	Building Maintenance	Water System	Sewer System	Other	Paid time off	Total Hours
Tommy	0.0	0.0	0.0	0.0	0.0	0.0	0.0	17.0	0.0	3.0	0.0	0.0	0.0	0.0	3.0	3.0	0.0	12.0	74.0	7.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	41.0	168.0	
Ivan	1.0	0.0	0.0	0.0	0.0	0.0	1.5	0.0	0.0	8.0	0.0	0.0	29.0	0.0	0.0	7.5	0.0	0.0	8.5	24.0	0.0	0.0	0.0	3.0	0.0	0.0	30.0	0.0	0.0	39.0	26.0	177.5
Vinny	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.5	101.5	22.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	132.5
Guillermo	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	11.0	0.0	0.0	0.0	0.0	7.0	11.0	0.0	13.0	32.0	8.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	3.0	80.0	177.0
Jesus	0.0	0.0	0.0	0.0	0.0	0.0	0.0	26.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	7.0	76.0	3.0	0.0	0.0	0.0	1.0	0.0	0.0	7.0	0.0	0.0	10.0	0.0	136.0
Lencho	0.0	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	9.0	0.0	2.0	66.0	8.0	0.0	0.0	0.0	2.0	3.0	0.0	10.0	0.0	0.0	34.0	38.0	178.0
Totals	1.0	0.0	0.0	0.0	0.0	0.0	4.5	43.0	7.0	28.0	0.0	0.0	37.5	101.5	32.5	33.5	0.0	34.0	256.5	50.0	0.0	0.0	0.0	6.0	8.0	0.0	47.0	0.0	0.0	94.0	185.0	969.0

Director of Public Works  
Andy Shelton



## Status of Developments

DEVELOPMENT- thru 2/15/24	STATUS	NOTES
Brown Food Truck	Under Review	Change to Variance w/ Conditional Use
Benchmark Genetics	Under Review	Application to expand shrimp larval production.
Marian Estates	Under Review	AA Amendment, Comp. Plan, Rezoning, Preliminary Development Plan and Preliminary Plat under review.
PODS Storage Facility	Under Review	Annexation, FLUA, Rezoning and Development Plan under review.
F392 Preserve	Under Review	Comp Plan at PH & AA Amendment, Rezoning, Preliminary Development Plan and Preliminary Plat under review.
Legacy Landing- Wesley Mills and Assoc.	Under Review	Modified to 250 SF and TH units. Awaiting Applicant resubmittal.
SLP Tractor Services	Under Review	Retail building w/ assoc. outdoor parking. Awaiting vacation of California Ave. and response from Applicant.
El Ranchito	Under Review	Legalize unpermitted berry buying use and site variations from prior approval. Pending Applicant Response.
102 Terrace- NEW STORAGE FACILITY - Redtail	Pre-Application	Annexation and development plan approval for new storage fac.
10 N. Myrtle - Tiny House Builder	Pre-Application	Application under development- updating site plan to accommodate new construction area.
36 N Myrtle Bait Shop	Pre-Application	Site Plan required to address new unpermitted uses (food truck) and missing HC parking and landscaping.
81 N. Broadway - Yolanda Fruit Stand	Pre-Application	Application under development to convert to permanent food truck
97th Street- NEW STORAGE FACILITY- Redtail	Pre-Application	Development plan approval for new storage fac.
Chuckaree/Singh Mesa Park	Pre-Application	Separate Church from motocross. Carry forward requirements from prior approval. Awaiting RTCI approval.
City Hall	Pre-Application	Minor Amendment for Band Shell and Parking improvements. Under development.
Fellsmere Feed and Supply	Pre-Application	Application required to legalize expansion.
Nailed-it-Roofing	Pre-Application	For lot west of Transfer Station on CR512
Fellsmere Fish Camp	Pre-Application	Phased implementation of retail building and overnight stay cabins
Hickory/NY Pocket Park	Pre-Application	Directed by Council and part of CDBG paving grant. Application under development.
Meadows Park	Pre-Application	Application under development.
North Regional Lake/Train Village	Pre-Application	Application under development.
Serendipity Investments - Overnight accommodations	Pre-Application	Application under development for townhouse and overnight accommodations.
Site Plan Modification- CR-512 Laundromat	Pre-Application	Revision required to allow for outdoor storage and sales.
Taco Mobile	Pre-Application	Owner has changed Scope- applicant to submit building elevations and site plans
Fellsmere Laundromat	Pre-Application	Site Plan amendment required for rear outdoor storage and retail.
Operation Hope	Public Hearing	Finishing Final Docs to expand allowable uses- new phased landscaping plan done/ Complete conditions of approval.
Corrigan Mine	Public Hearing	Revise for added site area. Site Construction Plan approval pending IRC ROW Permit.
Revelation Truth Church International (RTCI)	Public Hearing	To legalize church use. Ready for public Hearings.
Florida Shrimp Company	HOLD	Reorganization Bankruptcy
32 N Broadway - New Site Plan w/ Parking Lot	Post Approval	
CR-512 Storage and Maintenance Building	Post Approval	
12 N. Elm - Retail Conversion	Post Approval	Signature on approval docs required
125 N. Broadway - Delicias Magi, Inc.	Post Approval	Alley ROW Dedication still required- spoke w applicant on 3/17/23 to sign ROW dedication/ easement dwg.
12645 CR-512 ALMANSA	Post Approval	To expand allowable uses
44 N. Pine - TCCH Clinic	Post Approval	Code Enforcement for failure to install required landscaping. Donation of alley ROW required at request of City.
6 S. Mulberry Street (Food Truck Lot)	Post Approval	Impact Fees & Stormwater Impact Fee due
Antiqua Stone - Aluminum Products Extrusion	Post Approval	LA installation and drainage improvements now required due to activity.
Buffer Preserve RV Park (fka Aldea)	Post Approval	Site work and clubhouse under construction. Signal payment still due -will hold CO until resolved.
Fellsmere Fire Station #7	Post Approval	
O'Reilly Auto Parts	Post Approval	Site Construction plan nearing approval.
D & L Foti Administrative Site Plan	Post Approval	Donation of ROW required at request of City.
FWMA Boat Ramp 1	Post Approval	Code enforcement for dead landscaping.
Javier Lime Street Administrative Approval	Post Approval	No issues
Raceway	Post Approval	Future Code issue w/ existing Landscaping/ Assumption Agreement(s)
RoEd Access	Post Approval	No issues
Sonrise	Post Approval	Assumption Agreement required for new owners. Working through landscape and drainage issues.
TESLA Charging Station 12950 CR512	Post Approval	Construction Permit issued- TESLA Stations are installed- other code issue remain on site
Tractor Supply	Post Approval	No issues.
Racetrack	Post Approval	Completed- check landscaping in near future for code compliance
Florida Gas Transmission	Post Approval	Code enforcement for dead landscaping.
6 N. Pine church	Post Approval	site modification implemented revised original approval related to stormwater- no connector to bldg.
6 S. Oak (Gas Station)	Post Approval	Code Enforcement. Missing landscaping.



GRANT	STATUS	AMOUNT	LOCAL MATCH	NOTES
CDBG CR - N Broadway Revitalization	Design	\$ 700,000	\$ -	Grant Awarded. M&M design underway.
CDBG DR- New York Ditch Pipes	Construction	\$ 825,000	\$ 150,000	Re-bid set for February 2024. Plan Revisions to reduce cost underway.
CDBG DRI - 97th / Water Plant	Design	\$ 4,300,000	\$ 50,000	Haley Ward design underway.
CDBG-CV - Broadband Middle Mile	Design	\$ 2,755,000	\$ 150,000	RFP opening on February 13, 2024.
CDBG-ED - Surf Park	Application	\$ 1,785,000		Request to Apply to be heard at 2/15/24 Council meeting.
CR512 Left Turn Lane	Design			Financed with ARPA funds. Design adjustments/permitting underway
Cultural Facilities - Recreated Train Village	Application	\$ 300,000	\$ 300,000	2022/23 grant not awarded. Reapplied for 2023/24 grant period. ARPA as match.
CW SRF - Sewer to Farm	Application			Kimley Horn submitted application for early 2024 funding
DAR Brookside Cemetery	Not Awarded	\$ 10,000	\$ 10,000	City ineligible. Grants only available to non-profits.
DEO RIF Sewer to Farm	Awarded	\$ 750,000	\$ -	Awarded. See CW SRF for additional grant
FACT Resource Center	Application	\$ 250,000		ARPA grant provided to FACT: design/fundraising. RIF grant applied for to reduce cost.
FDEM HMGP - Watershed Planning Initiative	Design	\$ 75,000	\$ 25,000	Stormwater Master Plan Update underway. Coord. w/ Resilient grant below.
FDEP 259 S. Pine Stormwater Basin	Design	\$ 250,000	\$ -	7/1/24 construction target date. No permitting required.
FDEP Alleyway Grading	Awarded	\$ 1,500,000	\$ -	4/1/24 construction target date. No permitting required.
FDEP Microbasins	Awarded	\$ 1,000,000	\$ -	8/1/24 construction target date. No permitting required.
FDEP Stormwater Greenway	Design	\$ 1,750,000	\$ -	6/1/24 construction target date - Design underway by ISS; obtain adjacent TIFF lands
FDEP-GSI - N. Broadway Tree wells	Design	\$ 500,000	\$ 100,000	Amendment to Tree wells/pervious pavers pending
FEMA Mitigation (road dirt)	Appeal	\$ 1,875,000	\$ 125,000	Appealing FEMA denial of award
FRDAP FY24/25 - Senior League Renovation	Application	\$ 400,000	\$ 200,000	Application filed on September 14, 2023
Historic - Old School Windows	Design	\$ 400,000	\$ 134,000	Bid to be posted in February 2024.
HLMP Water Plant Hardening	Design	\$ 194,000		Bid to be opened on February 13, 2024.
HPSC Comm. Center Windows/Doors	Awarded	\$ 144,107	\$ 48,036	Awarded. Grant to commence after Old School Windows.
RAISE CR512 North	Pre-Application			EXP preparing application.
Resilient Florida Alleyways	Awarded	\$ 850,000		Agreement received. Bid w/ FDEP Alleyway Grading.
Resilient Florida Lift Station No. 3	Awarded	\$ 1,500,000	\$ -	Agreement received. Use Natural Gas Generator and City Gas to pay for gate station.
Resilient Florida Stormwater Master Plan	Awarded	\$ 100,000	\$ -	Stormwater Master Plan Update underway. Coord. w/ FDEM HMGP above.
RIF Paving Road 507 to Stick Marsh	Application	\$ 1,500,000	\$ 150,000	Application submitted on 11/6/2023.
RTP 22/23 - Preserve	Design	\$ 400,000	\$ 100,000	Design underway by Carter.
SJRWMD - State Street Reservoir	Awarded	\$ 500,000	\$ 100,000	Design underway by MBV. Grant agreement fully executed.
Small Match Nat. District Walking Tour	Awarded	\$ 50,000	\$ -	Awarded to A Walk in the Past Productions.
TAP Rail Trail (Broadway to State Park)	Awarded	\$ 1,216,958	\$ 434,977	Design underway. Construction targets 2/1/2025 date.
USDA Comm. Fac. - Yard/Barn/Vacuum	Pre-Application	\$ 250,000	\$ 250,000	Local Match via ARP. Apply early 2024.
USDA Comm. Fac.- ILF Alpha Mower	Application	\$ 139,700	\$ 114,300	Application submitted January 2024.
USDA SRF - Sewer to Farm/N Myrtle	On Hold	\$ 2,500,000	\$ 150,000	Local Match via Developers. Application preparation underway - On Hold
USDA Stormwater/Road Paving	Pre-Application	\$ 13,000,000	TBD	Awaiting FEMA road dirt authorization prior to finalizing application.
	<b>TOTAL</b>	<b>\$ 41,769,765</b>	<b>\$ 2,591,313</b>	



**City of Fellsmere City Council  
Agenda Request Form**

Meeting Date: February 15, 2024

Agenda Item No. 13(a)

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION     |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD  |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |   |
| <input checked="" type="checkbox"/> Other:           |   |

**SUBJECT:** Authorize sale of 208 S. Mulberry Street.

**RECOMMENDED MOTION/ACTION:** Approval of sale of 208 South Mulberry Street to Catalina Rojas and Daniel A. Carrillo for \$2500.00 plus recording fees.

**Approved by City Manager** *Michael Matthe* **Date:** 2-7-24

<b>Originating Department:</b>	Costs: \$ 2,500.00 (offer) Funding Source: Acct. #	<b>Attachments:</b> Offer Deed of Conveyance Unity of Title
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u>  Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

**Summary Explanation/Background:**

Staff is requesting City Council authorize the sale of 208 S. Mulberry Street with the adjacent owner to the north. The property consists of a 25' wide vacant lot. Due to errors by the survey layout of the adjacent home at 204 S. Mulberry Street, improvements on this adjacent lot encroach upon 208 S. Mulberry owned by the City. The lot is unbuildable due to size. The sale has been advertised as required and only one offer was received from the adjacent owner. There was no minimum bid amount for this property. The only offer received was from this adjacent owner for \$2,500.00.





Letter of Intent To Purchase Property

Danielle Carrillo  
206 S Mulberry St  
Fellsmere, FL 32948

To

City of Fellsmere Clerk's Office  
22 S Orange St  
Fellsmere, FL 32948

01/14/2024

Subject: Lot(s) 19, Block 29, Town of Fellsmere, according to the map or plat thereof as recorded in Plat Book 2, Page 3, Public Records of Indian River County, FL. Also known as: 208 South Mulberry Street, Fellsmere, Florida 32948

To whom it may concern,

Please accept this letter as intent to purchase property located at Lot(s) 19, Block 29, Town of Fellsmere, according to the map or plat thereof as recorded in Plat Book 2, Page 3, Public Records of Indian River County, FL. Also known as: 208 South Mulberry Street, Fellsmere, Florida 32948. I have owned the adjacent property located at 206 S Mulberry St., Fellsmere, FL 32948 since April 1, 1998. Furthermore, I have developed the property and have a standing structure attached to my home. I filed for the propriate permits to build the current structure and were approved by the City of Fellsmere on March 27, 2007.

In addition, selling the property to a different entity would cause a financial burden to remove the structure and it would drastically impact my current living arrangements.

Please accept my offer of \$2,500.00 USD into consideration.

Sincerely,

  
Daniel Carrillo

772-925-6339



**This Instrument Prepared by  
And Return to:  
Warren W. Dill, Esq.  
Dill, Evans & Rhodeback  
1565 US Highway 1  
Sebastian, FL 32958**

**DECLARATION OF UNITY OF TITLE**

WHEREAS, the undersigned is/are the fee simple owner(s) of the following described property situated in the City of Fellsmere, Indian River County, Florida.

**Legal Description(s):**

Lot 19, Block 29, Town of Fellsmere, according to the map or plat thereof as recorded in Plat Book 2, Page 3, Public Records of Indian River County, Florida.

And

Lots S, T, and U, Block 29, Replat of a part of Town of Fellsmere according to the plat thereof as recorded in Plat Book 8, Page(s) 5, Public Records of Indian River County, Florida.

Also known as 208 South Mulberry Street, Fellsmere, Florida 32948.

WHEREAS, the undersigned has made application for issuance of a development order on a project designed in a manner which necessitates the above-described parcels being held in single ownership as one entire tract.

NOW, THEREFORE, the undersigned declares that such parcels will in the future, be held and treated as one single parcel of land, which is not to be divided for sale or transfer of ownership other than as a single tract unless then current Land Development Code requirements are met.

The covenant stated herein shall be considered binding on all future successors and owners and shall be strictly enforceable by the City of Fellsmere, Florida in accordance with its Land Development Code and shall remain valid until such time as released in writing by an authorized representative of the City of Fellsmere, Florida, by recorded document.

The Unity of Title was prepared for the use and benefit of the City of Fellsmere and it is not intended for use by any other party.

WITNESS the hand and seal of the undersigned, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

NAME(S) OF ALL OWNER(S): Catalina Rojas and Daniel A. Carrillo

MAILING ADDRESS: P.O. Box 511, Fellsmere, Florida 32948



Signed and sealed in the presence of the following witnesses:

Signature of Witness: \_\_\_\_\_  
Printed Name of Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature of Owner: \_\_\_\_\_  
Print Name: Catalina Rojas

Signature of Witness: \_\_\_\_\_  
Print Name of Witness: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature of Owner: \_\_\_\_\_  
Print Name: Daniel A. Carrillo

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by means of ☐ physical presence or ☐ online notarization, by Catalina Rojas and Daniel A. Carrillo, who are personally known to me or whom has produced \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
Commission Expiration: \_\_\_\_\_

Declaration of Unity of Title  
Page 2 of 2



**SALE: NONE**  
**DOC. STAMPS:**

This Instrument was prepared by  
and should be returned to:  
D. Johnathan Rhodeback, Esq.  
Dill, Evans & Rhodeback  
1565 U.S. Highway 1  
Sebastian, FL 32958

Parcel ID No.:

..... (Space above this line for recording data) .....

## QUITCLAIM DEED

*This Quitclaim Deed*, executed this \_\_\_\_ day of \_\_\_\_\_, 202\_, from the **CITY OF FELLSMERE, FLORIDA**, a municipal corporation created pursuant to the laws of the State of Florida, whose address is 22 S. Orange Street, Fellsmere, FL 32948, hereinafter referred to as "Grantor", to Catalina Rojas and Daniel A. Carrillo, whose address is P.O. Box 511, Fellsmere FL 32948, hereinafter referred to as "Grantee".

*Witnesseth*, That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Indian River, State of Florida, to-wit:

Lot 19, Block 29, Town of Fellsmere, according to the map or plat thereof as recorded in Plat Book 2, Page 3, Public Records of Indian River County, Florida.

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

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**AND FURTHER SUBJECT TO** governmental regulations, covenants, right of way, restrictions, easements and reservations of record, if any, but this provision shall not operate to reimpose the same, and taxes for this year and subsequent years.

*In Witness Whereof*, the said grantor has signed and sealed these presents the day and year first above written.

**SUBSEQUENT TRANSFER, SALE AND CONVEYANCE** – The City has determined that the subject real property is selling for less than fair market value. Therefore, in accordance with Section 2-277(a)(2)c. of the Land Development Code, the City shall receive ten percent (10%) of the gross proceeds simultaneously with the closing from the next bona-fide transfer, sale or conveyance of the property. The City in its sole discretion shall determine whether the sale price is bona-fide.



Signed, sealed and delivered  
in our presence:

WITNESSES:

CITY OF FELLSMERE

Sign: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Joel Tyson, Mayor

Sign: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 202\_, by Joel Tyson, Mayor, on behalf of City of Fellsmere, Florida, a municipal corporation, who is ☐ personally known to me or ☐ has produced as identification.

"SEAL"

\_\_\_\_\_  
Notary Public, State of Florida

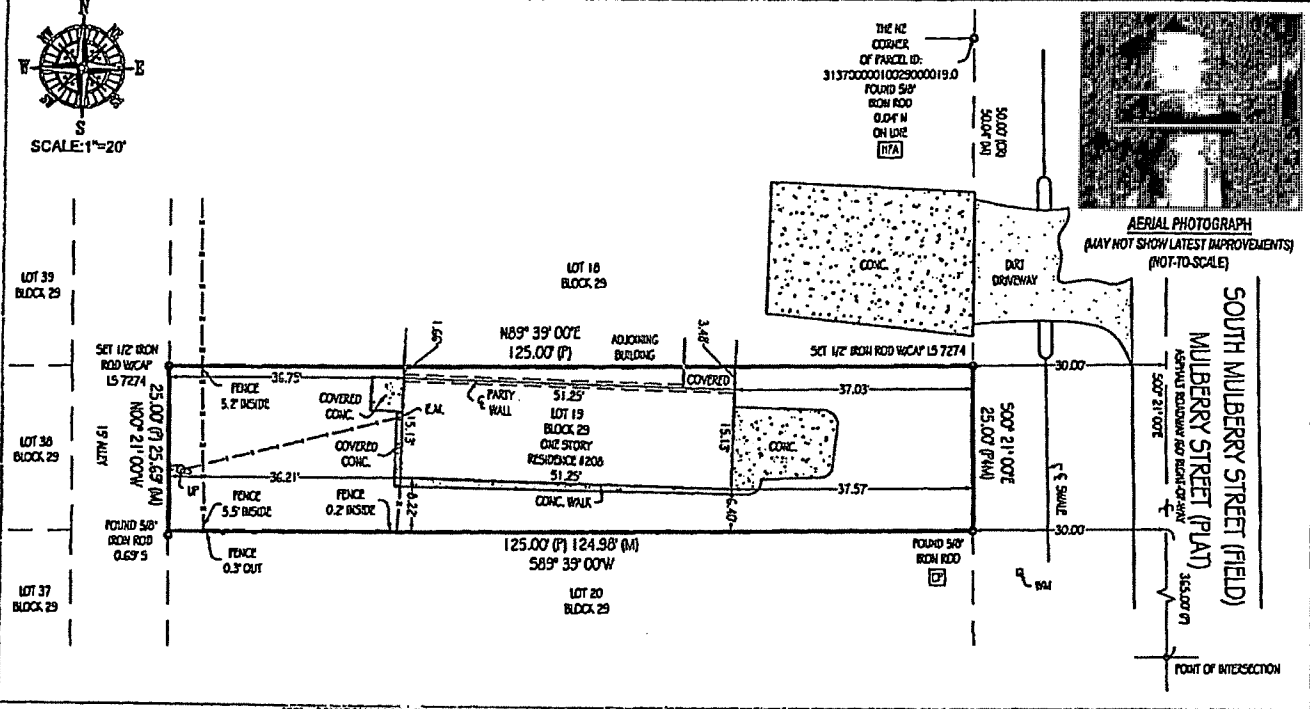
NOTICE

In preparation of this instrument, the scrivener has not examined title to the described property and makes no warranty, representation or opinion, either express or implied as to the title, quantity or boundaries of the property or the existence of any liens, unpaid taxes, or other encumbrances.

2023.11.27 Matter No. 21-058 QC Deed Lot 19



Sheet 1 of 2 (Sketch of Survey) - See Sheet 2 of 2 for Legal Description, Certifications, Property and other Survey related data. SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS



CP = CONTROLLING POINT (POINT OF ROTATION) - HFA = HELD FOR ALIGNMENT - ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO  
 Platted Easements & Notable Conditions (unplatted easements also listed if provided): IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.  
 - ADJINERS BUILDING CROSSES THE BOUNDARY LINE ON NORTHERLY SIDE OF LOT AS SHOWN.

This survey has been issued by the following  
 Landtec Surveying office:  
 700 West Hillsboro Boulevard, Suite 4-100  
 Deerfield Beach, FL 33441  
 Office: (561) 357-3587  
 Fax: (561) 465-3145  
 www.Landtecsurveying.com

Elevations, if shown:

Benchmark:

Benchmark Elev.:

Benchmark Datum:

Elevations on Drawing are in:

N.G.V.D.29 ☐ N.A.V.D.88 ☐

Revisions:

BEARING REFERENCE:  
 CENTER LINE OF SOUTH MULBERRY STREET  
 AS S 00°21'00" E ALL BEARINGS  
 SHOWN HEREON REFERENCED THERETO.

Job Number: 181250-SE

Date of Field Work: 05/23/2020

Drawn by: M. H.

**LANDTEC**  
 SURVEYING  
*and Lien*  
 LICENSED BUSINESS No. 6507



**PURPOSE OF SURVEY (SEE GENERAL NOTES BELOW):**

**Lot 19, Block 29, Town of Fellsmere, according to the map or plat thereof as recorded in Plat Book 2, Page 3, Public Records of St. Lucie County, Florida; said land now lying and being in Indian River County, Florida.**

208 SOUTH MULBERRY STREET  
FELLSMERE, FL 32948

DATE OF FIELD WORK: 02/09/2023

CITY OF FELLSMERE

FLOOD MAP: 12061C

**SUFFIX: H**

**PANEL DATE: 12/04/2012**

**PLATTED EASEMENTS, NOTABLE OR ADVERSE CONDITIONS (UNPLATTED EASEMENTS ALSO LISTED IF PROVIDED BY CLIENT):**


















IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN HEREON AND THEIR RELATIONSHIP TO THE BOUNDARY LINE.

- ADJINERS BUILDING CROSSES THE BOUNDARY LINE ON NORTHERLY SIDE OF LOT AS SHOWN.

ABBREVIATION LEGEND (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAFFING)

AOR = ARC LENGTH	EM = ELECTRIC METER	P = PLANT	QTR = QUARTER
AO = ANCHOR	F/E = FINISHED FLOOR ELEV.	PC = POINT OF CURVE	R = RADIUS
CA = CENTRAL CHOLE	FL = FLOOR FROM HOD	PCP = POINT OF COMPOUND CURVE	REC = SECTION
CAB = CABLE W/ RESOR	FO = FOUNDATION	PI = POINT OF INTERSECTION	RES = BEAM
CD = CALCULATED FROM FIELD	FOH = FLOOR	POC = POINT OF BEGINNING	TSP = TYPESHOOT
CH = CHORD DISTANCE	CF = CHANGE FINISHED FLOOR	POC = POINT OF COMMENCEMENT	UE = UTILITY EASEMENT
CONC. = CONCRETE	L = LEGAL DESCRIPTION	PP = POOL PUMP	UL = UTILITY POLE
CO = CALCULATED FROM RECORD	M = MEASURED	PR = POINT OF REVERSE CURVE	VAL = VALTER VALVE
CP = CURVE POINT	OC = OVERHEAD CABLE	PT = POINT OF TANGENCY	

**SYMBOLS (SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING - NOT TO SCALE)**

	= UTILITY POLE		= WELL
	= LIGHT POLE		= CENTER LINE
	= CATCH BASIN		= PARITY WALL
	= FIRE HYDRANT		= AIR CONDITIONER
	= MANHOLE		= SEPTIC TANK
	= WATER VALVE		= ELEV. SHOT
	= WATER METER		= SECTION CORNER
	= HANDICAP PARKING SPACE		
			= SEC. QTR. CORNER
			= SECTION CORNER

LINE TYPES	
BOUNDARY	—————
BUILDING	—————
EASEMENT	- - - - -
CHAIN LINK FENCE	— o — o — o —
WOOD FENCE	— x — x — x —
PLASTIC FENCE	— o — o — o —
OVERHEAD CABLE	— x — x — x —

### GENERAL NOTES

1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2. AS INDICATED ABOVE, UNDER "PURPOSE OF SURVEY," IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFERENCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. REQUESTORS MUST CONTACT OUR OFFICE FOR APPROVAL PRIOR TO SUCH USE. LIMITED SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
3. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCES (IES SHOWN ARE TO GENERAL, CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
4. GRAPHIC REPRESENTATIONS MAY HAVE BEEN ENLARGED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
5. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
6. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1955) AS SHOWN ON SHEET 1.
7. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
8. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 2 BUSINESS WEEKS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) #7724.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 33-17.051 & 33-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 33-17.052, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

### PRINTING INSTRUCTIONS:

WHEN PRINTING THIS PDF IN ADOBE, SELECT 'ACTUAL SIZE' TO ENSURE CORRECT SCALING. DO NOT USE 'FIT'.



**Digitally signed  
by Pablo Alvarez  
Date: 2023.02.10  
13:41:24 -05'00'**

DATE **02/10/2023**

SIGNATURE: PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER DATE: 02/10/2023  
FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL OF  
THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

**LICENSED BUSINESS No. B507**

EXHIBIT "A"  
PAGE 2 OF 2



**City of Fellsmere City Council  
Agenda Request Form**

Meeting Date: February 15, 2024

Agenda Item No. 13(b)

☐ PUBLIC HEARING  
☐ Ordinance on Second Reading  
☐ Public Hearing

☐ RESOLUTION  
☐ DISCUSSION

☒ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

**SUBJECT:** Comprehensive Plan Text and Future Land Use Amendment for Fellsmere 392.

**RECOMMENDED MOTION/ACTION:** Conduct first reading and set second reading and first public hearing for March 7, 2024

**Approved by City Manager**  **Date:** 2-7-24

<b>Originating Department:</b>	Costs: Funding Source: Acct. #	<b>Attachments:</b> Ordinance 2024-14
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u> Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

**Summary Explanation/Background:**

Developers of a 392-acre parcel on the north side of CR512 east Interstate 95 (I95) are requesting a future land use and text amendment to the Comprehensive Plan. The future land use amendment is to adjust the line between REAC and LDMXN future land use designations on the property to align the proposed parcel lines of the commercial plat. The text amendment adjusts certain of their site specific policies. The Applicant is also requesting an amendment to the Annexation Agreement for the same reasons. The Annexation Agreement amendment will be under a separate item after the Comprehensive Plan amendment is approved by the State.

Pursuant to our land development code, the zoning will be Planned Development District given the size of the parcel. The Planned Development will be under a separate item after the Comprehensive Plan amendment is approved by the State.



**ORDINANCE  
NO. 2024-14**

**AN ORDINANCE OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AMENDING THE TEXT OF THE COMPREHENSIVE PLAN AMENDING CHAPTER 1. FUTURE LAND USE ELEMENT GOAL FLUE B. FUTURE LAND USE MAP, OBJECTIVE FLUE B-4 FELLSMERE 392 AND AMENDING THE COMPREHENSIVE FUTURE LAND USE MAPS TO CHANGE THE LAND USE CLASSIFICATION FROM REGIONAL EMPLOYMENT ACTIVITY CENTER (REAC) TO LOW DENSITY MIXED USE NEIGHBORHOOD (LDMXN) FOR 2.68 ACRES, MORE OR LESS; LOCATED IMMEDIATELY EAST OF INTERSTATE 95 AND NORTH OF COUNTY ROAD 512 WITHIN THE DEVELOPMENT KNOWN AS “FELLSMERE PRESERVE”; PROVIDING FOR RATIFICATION; AUTHORITY; COMPREHENSIVE PLAN TEXT AMENDMENT; MAP DESIGNATION; TRANSMITTAL PHASE; ADOPTION PHASE; TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS; COMPILATION; SEVERABILITY; CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapters 163 and 166, Florida Statutes, provides authority for the City of Fellsmere to prepare and enforce Comprehensive Plans for the development of the City; and

**WHEREAS**, Section 163.3161 et. seq. Florida Statutes (2023), established the Community Planning Act, which mandates the preparation of comprehensive plans and unified land development regulations for all units of local government; and

**WHEREAS**, the Florida Legislature has reconfirmed that Sections 163.3161 through 163.3217, Florida Statutes (2023), provides the necessary statutory direction and basis for city officials to carry out their comprehensive planning and land development regulations powers, duties and responsibilities; and

**WHEREAS**, the Comprehensive Plan has been found to be in compliance by the Department of Economic Opportunity; and

**WHEREAS**, Sections 163.3184 and 163.3187 Florida Statutes (2023), provide authority to adopt this Ordinance amending the Comprehensive Plan; and

**WHEREAS**, the Planning and Zoning Commission acting as the Local Planning Agency has reviewed the proposed changes to the Comprehensive Plan and held an advertised public hearing on \_\_\_\_\_, 2024 and recommended to the City Council the adoption of the amendments to the Comprehensive Plan; and

**WHEREAS**, based upon public hearings and due consideration, the City Council believes that the health, safety, welfare, environmental and general conditions of the citizens of the City are furthered by the amendments to the Comprehensive Plan.



**NOW, THEREFORE, BE IT ORDAINED** BY THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA, AS FOLLOWS:

**SECTION 1. RATIFICATION.** The above recitals are hereby ratified, adopted and incorporated herein as legislative findings of the City Council.

**SECTION 2. AUTHORITY.** This Ordinance is being adopted pursuant to Article VIII, Section 2, Constitution of the State of Florida; Chapter 166, Part I, Florida Statutes (2023), and Chapter 163, Part II, Florida Statutes (2023).

**SECTION 3. COMPREHENSIVE PLAN TEXT AMENDMENT.** The Comprehensive Plan Chapter 1. Future Land Use Element Goal FLUE B. Future Land Use Map Objective FLUE B-4 Fellsmere 392 to read as set forth in Exhibit “A” attached hereto and by this reference made a part hereof.

**SECTION 4. MAP DESIGNATION.** Subject to the conditions set forth in Chapter 1 Future Land Use Element Goal FLUE B. Future Land Use Map Objective FLUE B-4 Fellsmere Preserve, LLC the Comprehensive Plan Future Land Use Maps shall be amended to include the following described land and designate the same in accordance with the requirements of Florida Law as follows:

LOW DENSITY MIXED USE NEIGHBORHOOD (LDMXN)

Legal Description and Sketch.

See Exhibit “B” attached hereto and by this reference made a part hereof.

**SECTION 5. TRANSMITTAL PHASE.** The Comprehensive Plan amendment to Chapter 1. Future Land Use Element Goal FLUE B. Future Land Use Map Objective FLUE B-4 Fellsmere 392 as set forth in Exhibit “A” and amendment to the Future Land Use Maps as set forth in Exhibit “B” are approved for transmittal to the review agencies and the State Land Planning Agency (Florida Department of Commerce) as provided in Section 163.3184 Florida Statutes 2023, within ten (10) working days after the initial public hearing.

**SECTION 6. ADOPTION PHASE.** The State land planning agency (Florida Department of Commerce) and reviewing agencies have reviewed the amendments as contained herein and had no comments related to important state resources and facilities that would be adversely affected by the amendments. Therefore, the text amendment to Chapter 1. Future Land Use Element Goal FLUE B. Future Land Use Map Objective FLUE B-4 Fellsmere 392 as set forth in Exhibit “A” and the Future Land Use Map amendment as set forth in Exhibit “B” are adopted as of the effective date of this Ordinance.

**SECTION 7. TRANSMITTAL OF DRAFT PLAN AMENDMENT AND FINAL ADOPTION DOCUMENTS.** The City Manager is directed to transmit a certified copy of this Ordinance and the Comprehensive Plan amendments and appropriate supporting data and analyses to reviewing agencies designated under Section 163.3184 (3) Florida Statutes 2023 within ten (10)



working days after the initial public hearing and proceed in accordance with the provisions of Chapter 163, Part II, Florida Statutes 2023. The adopted Comprehensive Plan amendments, along with all supporting data and analysis shall be transmitted within ten (10) working days after the second public hearing to the State land planning agency (Florida Department of Commerce) and any other agency or government that provided timely comments. See Section 163.3184(3) (b) 1 and (c) 2, Florida Statutes (2023).

**SECTION 8. COMPILATION.** The provisions of this Ordinance may be incorporated into the City of Fellsmere, Florida Comprehensive Plan and the word “ordinance” may be changed to “section”, “article”, “chapter”, or other appropriate word, and the sections of this Ordinance may be re-titled, re-numbered or re-lettered, to accomplish such condition.

**SECTION 9. SEVERABILITY.** If any section, part of a sentence, phrase or word of this Ordinance is for any reason held to be unconstitutional, inoperative or void, such holdings shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Ordinance without such unconstitutional, invalid or inoperative part.

**SECTION 10. CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are repealed to the extent of conflict.

**SECTION 11. EFFECTIVE DATE.** As set forth in Section 163.3184 Florida Statutes 2023, the effective date of this Comprehensive Plan amendment, if the amendment is not timely challenged, shall be as set forth in the Notice of Intent issued by the Florida Department of Commerce notifying the City that the Comprehensive Plan amendment is complete. If timely challenged, this amendment shall become effective on the date the Florida Department of Commerce, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

### **PASSAGE UPON FIRST READING**

The foregoing Ordinance was moved for passage upon first reading this \_\_\_\_ day of \_\_\_\_\_, 2024 by Council Member \_\_\_\_\_. The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Mayor Joel Tyson	_____
Council Member Fernando R. Herrera	_____
Council Member Inocensia Hernandez	_____
Council Member Gerry Renick	_____
Council Member Jessica Salgado	_____

**ATTEST:**

\_\_\_\_\_  
Maria Suarez-Sanchez, City Clerk



**ADOPTION**

The foregoing Ordinance was moved for adoption by Council Member \_\_\_\_\_ . The motion was seconded by Council Member \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

Mayor Joel Tyson	_____
Council Member Fernando R. Herrera	_____
Council Member Inocensia Hernandez	_____
Council Member Gerry Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Ordinance fully passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF FELLSMERE, FLORIDA

\_\_\_\_\_  
Joel Tyson, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Suarez-Sanchez, City Clerk

I HEREBY CERTIFY that Notice of the public hearings on this Ordinance was published in the Press Journal, as required by State Statute, that the foregoing Ordinance was duly passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, 2024, and the first reading was held on the \_\_\_\_ day of \_\_\_\_\_, 2024, and that the first public hearing was held on the \_\_\_\_ day of \_\_\_\_\_, 2024, and that the second and final reading and public hearing was held on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Maria Suarez-Sanchez, City Clerk



EXHIBIT "A"  
TO  
ORDINANCE NO. 2024-14

Comprehensive Plan Text Amendment



12.18.22

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**OBJECTIVE FLUE B-4, FELLSMERE PRESERVE, LLC  
ORDINANCE NO. 07-07, (AMENDED BY  
ORDINANCE NO. 2024-14, ADOPTED ON  
\_\_\_\_\_, 2024)**

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The amendment to the Comprehensive Plan Future Land Use Maps as requested by Fellsmere Preserve, LLC is subject to compliance with the following conditions and requirements, which shall run with the land.

1. The density of the residential development on the above-described land shall not exceed 1.857 dwelling units per acre and such development shall be limited to the lands designated as Low Density Mixed Use Neighborhood (LOMXN) on the Future Land Use maps. All density may be transferred from lands placed in conservation easements in support of St. Johns River Water Management district permitting to other LOMXN portions of the site described in Exhibit "A" attached hereto. The commercial activity shall be limited to the land described in Exhibit "C" attached hereto.

2. Upon receipt of all environmental permits from the St. John's River Water Management District, Corps of Engineers, Fish and Wildlife Commission, and Department of Environmental Protection, the lands determined by those agencies to be under jurisdictional governance shall automatically be placed under a conservation easement as defined within the City's Comprehensive Plan.

3. A 100-foot buffer shall separate the Indian River County Gun Range from any publicly used or accessible areas and be no less than 1000' from any habitable structure.

4. Existing vegetation shall be left to provide a natural noise buffer between the project and gun range.

5. Enhanced buffers shall be used when placing development near the Indian River County Industrial lands to the East, which may include additional space or additional vegetative materials. This shall be at the discretion of the City when reviewing development plans based upon the topography and other environmental features.

6. ~~The development will incorporate Green Building (LEED) buildings and site standards. The developer will, to the extent feasible and as determined by the developer, incorporate Green Building (LEED) buildings and site standards. However, the incorporation of Green Building (LEED) buildings and Site Standards shall not be a requirement of the development to the extent feasible.~~

7. The owner/developer shall demonstrate prior to site plan approval that all concurrency provisions have been addressed or met including but not limited to: sanitary sewer, solid waste, drainage, potable water, parks and recreation, and transportation facilities, including mass transit, where applicable.



8. The development shall work with Indian River County and the City to provide a location for a transit stop; shall include internal pedestrian and bicycle paths; and provide connectivity between the residential and commercial portions of the development.

9. To the extent approved by the State, the development shall be accessible to the St. Sebastian River Preserve State Park.

10. The City and the owner/developer will work closely with the County's Economic Development personnel to recruit commercial or other development desired by Indian River County.

11. Architectural and site design standards shall provide for a uniform theme or character of the development, with a mix of styles and range of prices to assure access by various income groups.

12. Deed restrictions shall include disclosure of the St. Sebastian River Preserve State Park's conduct of proscribed burns and the existence of the gun range to the East.

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**EXHIBIT "B"**  
**TO**  
**ORDINANCE NO. 2024-14**

**Comprehensive Plan Future Land Use Maps Amendment**



A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 31 SOUTH, RANGE 38 EAST. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PROPERTY CONTAINING WITHIN SAID BOUNDS 116,871 SQUARE FEET (2.68 ACRES) MORE OR LESS.

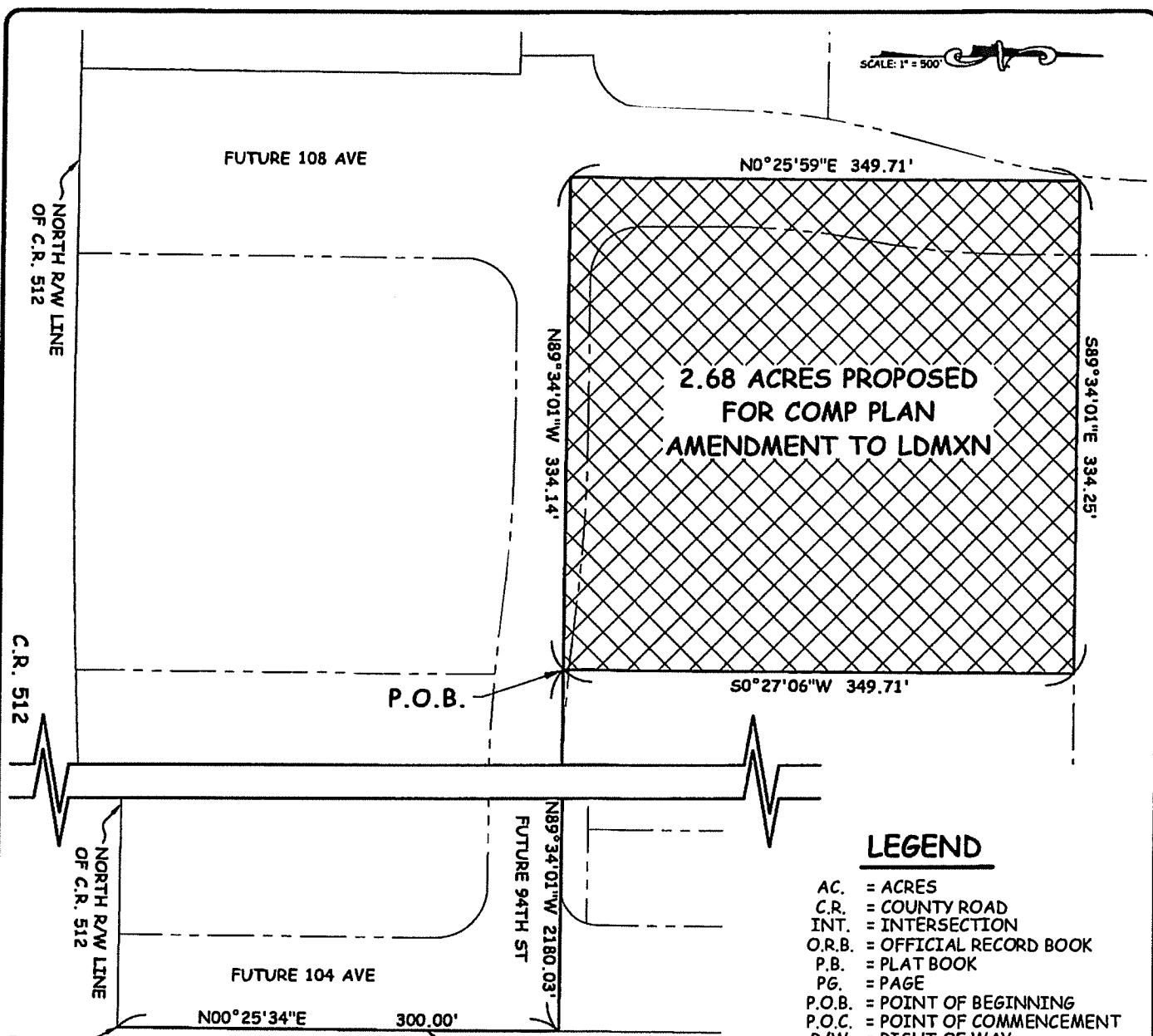
JOB No.: <b>20-2095</b>	DRAWN BY: <b>PS/CW</b>
	APPROVED BY: <b>R. KEMERSON</b>
SHEET: <b>1 OF 2</b>	SCALE: <b>1" = 500'</b>
	DATE: <b>02/10/2023</b>
	FIELD BOOK/PAGES <b>N/A</b>

[illegible]

**ENGINEERING & SURVEYING, LLC.**  
3001 Industrial Ave 2  
Fort Pierce, FL 34946  
PHONE: (772) 368-5505  
FBPE C.O.A. # 33705



SCALE: 1" = 500'



### LEGEND

- AC. = ACRES
- C.R. = COUNTY ROAD
- INT. = INTERSECTION
- O.R.B. = OFFICIAL RECORD BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- SF. = SQUARE FEET
- RNG. = RANGE
- T.F.C.R.R. = TRANS FLORIDA CENTRAL RAILROAD
- TWP. = TOWNSHIP

### SKETCH OF DESCRIPTION

BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 512 BEARING N 89°34'01\" W.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NOT VALID WITHOUT PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY.

REFER TO THE BOUNDARY SURVEY PERFORMED BY KMA ENGINEERING & SURVEYING, LLC, DATED 7/12/23, PROJECT # 20-1021.


EXHIBIT "B"  
PAGE 2 OF 2

WILLIAM HAYHURST  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA # 4416

JOB No.: 20-2095	DRAWN BY: PS/CW
	APPROVED BY: R. KEMERSON
SHEET: 2 OF 2	SCALE: 1"=500'
	DATE: 02/10/2023
FIELD BOOK/PAGES N/A	

CW	1/19/24	REDUCED SCALE, ADDED LOTS & R/W LINES, UPDATED REFERENCED SURVEY & UPDATED LEGAL DESCRIPTION
CW	1/29/24	REDUCED SCALE
DATE:		REVISIONS

SKETCH AND LEGAL DESCRIPTION  
PROPOSED ZONING MODIFICATION  
CITY OF FELLSMERE



ENGINEERING & SURVEYING, LLC.  
3001 Industrial Ave 2  
Fort Pierce, FL 34946  
PHONE: (772) 568-5505  
FBPE C.O.A. # 33705



**City of Fellsmere City Council**  
**Agenda Request Form**

Meeting Date: February 15, 2024

Agenda Item No. 13(c)

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input checked="" type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|---|--|

**SUBJECT:** Authorize 25% match to the grant funds received from the Hazard Mitigation Grant Program ("HMGP") for creation of a Watershed Management Plan.

**RECOMMENDED MOTION/ACTION:** Authorize matching funds request

**Approved by City Manager**  **Date:** 2-7-24

<b>Originating Department:</b> <b>Grants</b>	Costs: \$ 25,000 Funding Source: Stormwater Fund	<b>Attachments:</b> Resolution 2024-25
Department Review: <input checked="" type="checkbox"/> City Attorney Warren Dill	<input checked="" type="checkbox"/> Finance <input type="checkbox"/> Utility <input type="checkbox"/> Police	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone — or Not applicable in this case <u>X</u>  Please mark one.

Submittal information: Council meets on the first and third Thursdays of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore, the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

**Summary Explanation/Background:**

Staff seeks a \$25,000 match amount to the grant funds received from Florida Division of Emergency Management, Hazard Mitigation Grant Program for the development of a Watershed Master Plan for the purposes of moving up in the Community Rating System of the National Flood Insurance Program and to increase resiliency in Florida communities. The grant amount is \$75,000 with a required \$25,000 match, for a total of \$100,000.



**RESOLUTION NO. 2024-25**

**A RESOLUTION OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA AUTHORIZING AN AMOUNT OF \$25,000 AS CITY MATCHING FUNDS IN CONNECTION TO THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, HAZARD MITIGATION GRANT FOR DEVELOPMENT OF A COMPREHENSIVE STORMWATER MASTER PLAN AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The City of Fellsmere has applied for and received grant funding in the amount of \$75,000 from the Florida Division of Emergency Management which grant requires a twenty-five percent (25%) local match; and

**WHEREAS,** The City of Fellsmere is experiencing a need for development of a comprehensive stormwater master plan that provides an assessment of the vulnerabilities of the entire community of Fellsmere.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fellsmere, Indian River County, Florida as follows:

**SECTION 1.** The above recitals are hereby ratified, adopted, and incorporated herein as legislative finds of the City Council.

**SECTION 2.** The City Council agrees that the Hazard Mitigation grant program is declared to be a workable program for providing funding for the development of a comprehensive stormwater master plan that provides an assessment of the vulnerabilities of the entire community of Fellsmere.

**SECTION 3.** The City Council hereby authorizes the required matching amount of \$25,000 from the Stormwater Fund.

**SECTION 4.** The proposed Hazard Mitigation grant program is consistent with the local comprehensive plan.

**SECTION 5.** All previous resolutions or parts thereof, which conflict with the provisions of this Resolution, to the extent of such conflict, are superseded and repealed.

**SECTION 6.** If any section, part of a sentence, paragraph, phrase, or word of this Resolution is for any reason held to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Resolution without such unconstitutional, invalid, or inoperative part.

**SECTION 7.** This resolution shall take effect immediately upon its adoption.



The foregoing Resolution was moved for adoption by Council Member \_\_\_\_\_.  
The Motion was seconded by Council Member \_\_\_\_\_ and upon being put to a  
vote, the vote was as follows:

Mayor Joel Tyson	_____
Council Member Fernando Herrera	_____
Council Member Inocensia Hernandez	_____
Council Member Gerald Renick	_____
Council Member Jessica Salgado	_____

The Mayor thereupon declared this Resolution duly passed and adopted this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.

CITY OF FELLSMERE, FLORIDA

ATTEST:

\_\_\_\_\_  
Joel Tyson, Mayor

(S E A L)

\_\_\_\_\_  
Maria Suarez-Sanchez, City Clerk



**City of Fellsmere City Council  
Agenda Request Form**

Meeting Date: February 15, 2024

Agenda Item No. 13(d)

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> <b>RESOLUTION</b> |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION                   |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD                |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> CONSENT AGENDA               |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    |   |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** US Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity ("RAISE") grant Application for design and planning of the Southern Bypass

**RECOMMENDED MOTION/ACTION:** Authorize Mayor to sign application and grant agreement, if awarded, for RAISE grant funding.

Approved by City Manager *M. M. M. M. M.* Date: 2-7-24

<b>Originating Department:</b> Grants	Costs: \$4,000,000.00	<b>Attachments:</b> Resolution 2024-27
Department Review: <input checked="" type="checkbox"/> City Attorney Warren Dill <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance <input type="checkbox"/> Utility Director <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u>  Please initial one.

Submittal information: Council meets on the first and third Thursdays of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore, the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

**Summary Explanation/Background:**

Staff seeks to authorize the submittal of a US Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity ("RAISE") grant application for the design and planning of the proposed Southern Bypass. Southern Bypass is currently a priority project for the City of Fellsmere and has been identified on the Indian River County Metropolitan Planning Organization (MPO) Long Range Transportation Plan (LRTP) as a Roadway Needs Project. The proposed two-lane facility, with a shared-use path, connects CR-512 to SR-60, creating an approximately 10-mile corridor parallel to I-95.

The estimated cost of construction for this project is in excess of Fifty-Five Million Dollars (\$55,000,000.00). The cost for the design and planning of this project (\$4,000,000.00) is in line with industry standards of five to ten percent.

On February 1, 2024, Council previously approved retaining EXP Services to prepare and submit this grant application.



## **RESOLUTION NO. 2024-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FELLSMERE, INDIAN RIVER COUNTY, FLORIDA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE US DEPARTMENT OF TRANSPORTATION REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY GRANT PROGRAM; FURTHER AUTHORIZING THE MAYOR TO EXECUTE SUCH GRANT IF AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The City of Fellsmere has the opportunity to apply for funding in the amount of \$4,000,000.00 from the Rebuilding American Infrastructure with Sustainability and Equity grant program (“RAISE”) for planning and design of a bypass parallel to Interstate 95, from CR-512 to SR60; and

**WHEREAS**, funding in the amount of Four Million Dollars (\$4,000,000.00) is important for planning and design of the Southern Bypass; and

**WHEREAS**, if the City is awarded the design grant, Staff would request a follow-up grant for construction from RAISE once this project is complete.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fellsmere, Indian River County, Florida as follows:

**SECTION 1. RATIFICATION**. The above recitals are hereby ratified, adopted, and incorporated herein as legislative finds of the City Council.

**SECTION 2. AUTHORIZATION**. The Mayor and/or City Manager are authorized to file an application for a RAISE FY 2024 grant funding cycle for planning and design of a bypass parallel to Interstate 95, from CR-512 to SR60 and to execute a grant agreement and grant administrative forms, if awarded.

**SECTION 3. REPEAL OF CONFLICTING PROVISIONS**. All previous resolutions or parts thereof, which conflict with the provisions of this Resolution, to the extent of such conflict, are superseded and repealed.

**SECTION 4. SEVERABILITY**. If any section, part of a sentence, paragraph, phrase, or word of this Resolution is for any reason held to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions hereof and it shall be construed to have been the legislative intent to pass this Resolution without such unconstitutional, invalid, or inoperative part.

**SECTION 5. EFFECTIVE DATE**. The resolution shall become effective immediately upon its adoption.

The foregoing Resolution was moved for adoption by Council Member \_\_\_\_\_. The motion was seconded by Council Member \_\_\_\_\_ and upon being put to a vote, the vote was as follows:



Mayor, Joel Tyson \_\_\_\_\_  
Council Member Fernando Herrera \_\_\_\_\_  
Council Member Inocensia Hernandez \_\_\_\_\_  
Council Member Gerald Renick \_\_\_\_\_  
Council Member Jessica Salgado \_\_\_\_\_

The Mayor thereupon declared this Resolution duly passed and adopted this \_\_\_\_\_  
day of \_\_\_\_\_, 2024.

CITY OF FELLSMERE, FLORIDA

\_\_\_\_\_  
Joel Tyson, Mayor

ATTEST:

( S E A L )

\_\_\_\_\_  
Maria Suarez-Sanchez, City Clerk



**City Council  
Agenda Request Form**

Meeting Date: February 15, 2024

Agenda Item No. 13(e)

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><input type="checkbox"/> CONSENT AGENDA |
|--|---|

**SUBJECT:** Special Update to the ARPA Funding List

**RECOMMENDED MOTION/ACTION:** Approve ARPA Amendment.

**Approved by City Manager** [Signature] **Date:** 2-7-24

<b>Originating Department:</b> POLICE	Costs: See Attachment Funding Source: <b>ARPA</b>  Acct. #	<b>Attachments:</b> ARPA Funding List
Department Review: <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input checked="" type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.  <div style="border: 1px solid black; padding: 5px; min-height: 100px;">         Yes I have notified everyone _____          or          Not applicable in this case _____:            Please initial one.       </div>	

**Summary Explanation/Background:**

The City of Fellsmere has received an award of \$2,852,362 from the Federal government as part of the American Rescue Plan Act. With the Council election to treat all funds as "Lost Revenue" the City no longer has to track the use of funds by any one of the four original criteria. Funds can now be used for any reason except debt payments, pension payments, or reserves. With prior update, Council authorized Staff to also use ARPA for allowable general staff costs to ensure funds are obligated prior to 12/31/24. Staff will continue to reflect the ARPA list for transparency. Funds spent on general staff costs are reflected in the spreadsheet. Changes in this update include:

- Update "spent to" numbers
- Increase item to purchase additional lot on 97<sup>th</sup> outside of grant to allow resale.
- Delete Broadband as no local funds are required.
- Delete Police Compound Design to balance ARPA budget.
- Delete FIT Challenge Course to balance ARPA budget.
- Delete City Hall LS Generator to balance ARPA budget.
- Delete Community Center Updates since grant will fall outside of ARPA timeframe.
- Delete Old School Lights and work with Frog Leg Festival for funding.
- Reduce CR512 Left Turn to balance ARPA budget. Additional funds from Infrastructure if needed.
- Delete Pave the Grade since grant will fall outside of ARPA timeframe.

As time approaches the deadline to obligate funds (12/2024), the ARPA funding list must balance to available funds.



**ARP Project List by Local Priority**

2023-12-07

Funding Priorities	ARP Funds Spent To Date	Total Project Cost	ARP	Grant/Local	Notes
<b>Miscellaneous</b>					
Police & Public Works Hazard Pay	\$ 33,582	\$ 33,582	\$ 33,582	NA	DONE
<b>Economic Development</b>					
<del>Broadband Fiber to City Facilities</del>		<del>\$ 2,800,000</del>	<del>\$ 100,000</del>	<del>\$ 2,700,000</del>	<del>Delete since no Local funds required.</del>
S. Hickory Land Purchase	\$ 151,858	\$ 151,858	\$ 151,858	\$ -	DONE - reimbursed upon sale
FACT Resource Center	\$ 95,658	\$ 250,000	\$ 250,000	TBD	DONE - FACT Initiative seed money
Web Site Update		\$ 20,000	\$ 20,000	\$ -	ARPA
<b>Police</b>					
In-car camera Storage/Server	\$ 15,105	\$ 15,105	\$ 15,105	\$ -	DONE
Field Laptops	\$ 16,944	\$ 16,944	\$ 16,944	\$ -	DONE
Body Cameras	\$ 59,419	\$ 59,419	\$ 59,419	\$ -	DONE - recurring \$10,000 annual fee (starts 2027)
Rapid ID System	\$ 2,149	\$ 2,149	\$ 2,149	\$ -	DONE
<b>New Roof for PW/PD Bldg.</b>	<b>\$ 19,800</b>	<b>\$ 213,800</b>	<b>\$ 19,800</b>	<b>\$ 194,000</b>	<b>DONE</b>
Balistic Shields	\$ 123	\$ 123	\$ 123	\$ -	DONE
SWAT Gear	\$ 3,481	\$ 3,481	\$ 3,481	\$ -	DONE
Computer Server	\$ -	\$ 7,325	\$ 7,325	\$ -	ARPA
Police Compound Renovation - Design		<del>\$ 35,000</del>	<del>\$ 35,000</del>	<del>\$ -</del>	<u>Use Infrastructure Funds instead</u>
Police Equipment/Supplies	\$ 27,006	\$ 27,006	\$ 27,006	\$ -	DONE
<b>Recreation</b>					
Recreated Train Village		\$ 600,000	\$ 300,000	\$ 300,000	Reapply FY23/24 - last effort with grant funding
FIT Challenge Course (grant match)		\$ 500,000	<del>\$ 100,000</del>	\$ 400,000	<u>Use Infrastructure Funds instead</u>
City Hall LS Generator		<del>\$ 300,000</del>	<del>\$ 75,000</del>	<del>\$ 225,000</del>	<u>Delete to balance ARPA - grant not received</u>
HVAC Replacements at City Hall		\$ 50,000	\$ 50,000	\$ -	ARPA
<del>Community Center Updates (Interior)</del>		<del>\$ 200,000</del>	<del>\$ 50,000</del>	<del>\$ 150,000</del>	<u>Delete since timing does not align with ARPA</u>
Old School Impact Windows/Curtains		\$ 665,000	\$ 165,000	\$ 500,000	Special Category awarded
SR. League Soccer Field Rejuvenation	\$ 16,250	\$ 600,000	\$ 200,000	\$ 400,000	ARPA - Developer Reimbursed
Old School Exterior Lights		<del>\$ 20,000</del>	<del>\$ 20,000</del>	<del>\$ -</del>	<u>Use Frog Leg funds instead</u>



**ARP Project List by Local Priority**

Funding Priorities	Spent To Date	Total Project Cost	ARP	Grant/Local	Notes
<b>Finance</b>					
Office Equipment, Supplies & Enhancements	\$ 17,983	\$ 30,000	\$ 30,000	\$ -	ARPA
Finance Database System	\$ 87,000	\$ 87,000	\$ 87,000	\$ -	DONE
Project Manager	\$ 11,313	\$ 30,000	\$ 30,000	\$ -	ARPA
<b>Roadways</b>					
CR512 Left Turn		\$ 250,000	\$ 250,000	\$ -	Reduce to balance ARPA - balance from Infrastructure
W. N Broadway Alley	\$ 33,000	\$ 150,000	\$ 150,000	\$ -	Request to fund 100% by City and increase to \$150k
<b>Pave the Grade</b>		\$ 3,460,000	<del>\$ 150,000</del>	\$ 3,460,000	<b><u>SJRWMD &amp; RIF grants - use Infrastructure funds as match</u></b>
<b>Stormwater</b>					
<u>97th street Lot Purchases</u>		\$ 800,000	\$ 800,000	\$ -	<u>Increase advance purchase of lots that will be 50% resold</u>
Kentucky Greenway Lot Purchases		\$ 120,000	\$ 120,000	\$ -	Place holder in case grant will not pay for State Land
Heavy Equipment Trailer		\$ 20,000	\$ 20,000	\$ -	Return to ARPA funded given future needs
<b>Public Works</b>					
New Toolbox and Tools for shop	\$ 8,949	\$ 8,949	\$ 8,949	\$ -	DONE
PW 2 way radios	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	DONE
City Hall Technology	\$ 849	\$ 65,000	\$ 65,000	\$ -	ARPA for Conference Rooms and Auditorium
PW Equipment/Supplies	\$ 4,790	\$ 30,000	\$ 30,000	\$ -	Reduce to bakance ARPA
<b>TOTAL</b>	<b>\$ 614,621</b>	<b>\$ 11,541,741</b>	<b>\$ 2,977,741</b>	<b>\$ 8,329,000</b>	
Funding obligated			\$ 1,001,858		Reimbursed over time
Companion grant applied for			\$ 1,975,883		Total less Reimbursements
			\$ 2,852,362		Allocation
			\$ 2,850,416		Obligated/Spent



# **City Council Agenda Request Form**

Meeting Date: February 15, 2024

Agenda Item No. 13(f)

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING                      | <input type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> Ordinance on Second Reading         |   |
| <input type="checkbox"/> Public Hearing                      | <input type="checkbox"/> DISCUSSION     |
| <input type="checkbox"/> ORDINANCE ON FIRST READING          | <input type="checkbox"/> BID/RFP AWARD  |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other:                              |   |

**SUBJECT:** Declare 2012 Toyota Prius as Surplus and dispose of.

**RECOMMENDED MOTION/ACTION:** Declare 2012 Toyota Prius as surplus.

**Approved by City Manager:** *Mano Mota*

**Date:** 2-7-24

<b>Originating Department:</b> Public Works	Costs: N/A  Funding Source: N/A  Acct. #	<b>Attachments:</b> N/A
<b>Department Review:</b> <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone _____ or Not applicable in this case _____ A.S. _____:  Please initial one.

Submittal information: Council meets on the first and third Thursdays of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Wednesday of each month. Therefore, the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Wednesday deadline.

**Summary Explanation/Background:** Declare 2012 Toyota Prius VIN# JTDKN3DU6C1566669 as surplus. The cost to repair the batteries on the Prius exceeds the value of the vehicle. Repair costs are over \$5,000.00. Public Works will list the vehicle on the city website for 10 days before listing the auction on Gov Deals.



**City of Fellsmere City Council**  
**Agenda Request Form**

Meeting Date: February 15, 2024

Agenda Item No. 13(g)

- |  |   |
|--|---|
| <p><input type="checkbox"/> PUBLIC HEARING</p> <p><input type="checkbox"/> Ordinance on Second Reading</p> <p><input type="checkbox"/> Public Hearing</p><br><p><input type="checkbox"/> ORDINANCE ON FIRST READING</p><br><p><input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM</p><br><p><input type="checkbox"/> Other:</p> | <p><input type="checkbox"/> RESOLUTION</p><br><p><input type="checkbox"/> DISCUSSION</p><br><p><input type="checkbox"/> BID/RFP AWARD</p><br><p><input type="checkbox"/> CONSENT AGENDA</p> |
|--|---|

SUBJECT: Best Buy Technology Update for City Hall.

RECOMMENDED MOTION/ACTION: Approve Best Buy Technology Update Proposal through Omnia Partners Public Sector cooperative purchasing.

Approved by City Manager *Mason Fawcett* Date: 2-7-24

<b>Originating Department:</b>	Costs: \$64,825.00  Funding Source: ARPA  Acct. #	<b>Attachments:</b>  1.) Best Buy Engineered Proposal through Omnia Partners.  2.) Best Buy Quote details through Omnia Partners.  3.) Master Agreement.
<b>Department Review:</b> <input type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ A.S. _____:  Please initial one.

**Summary Explanation/Background** City staff is requesting technology updates for City Hall. These updates will include audio and video updates to the Auditorium, Conference room,



Community meeting room and Council Chambers. The update to the Auditorium will include a new projector screen, projector, and audio equipment. The Conference and Community Room will have a new 65" T.V. with rolling cart and rally bar for conferencing. The Council Chambers will receive a new wall mount 65" T.V. with audio upgrades. With the technology enhancements, Council Chambers will be connected to all other rooms to allow for overflow capacity of Council Chambers. Purchasing is through OMNIA Partners which is a National contract for Cities, Counties, schools, and religious organizations.



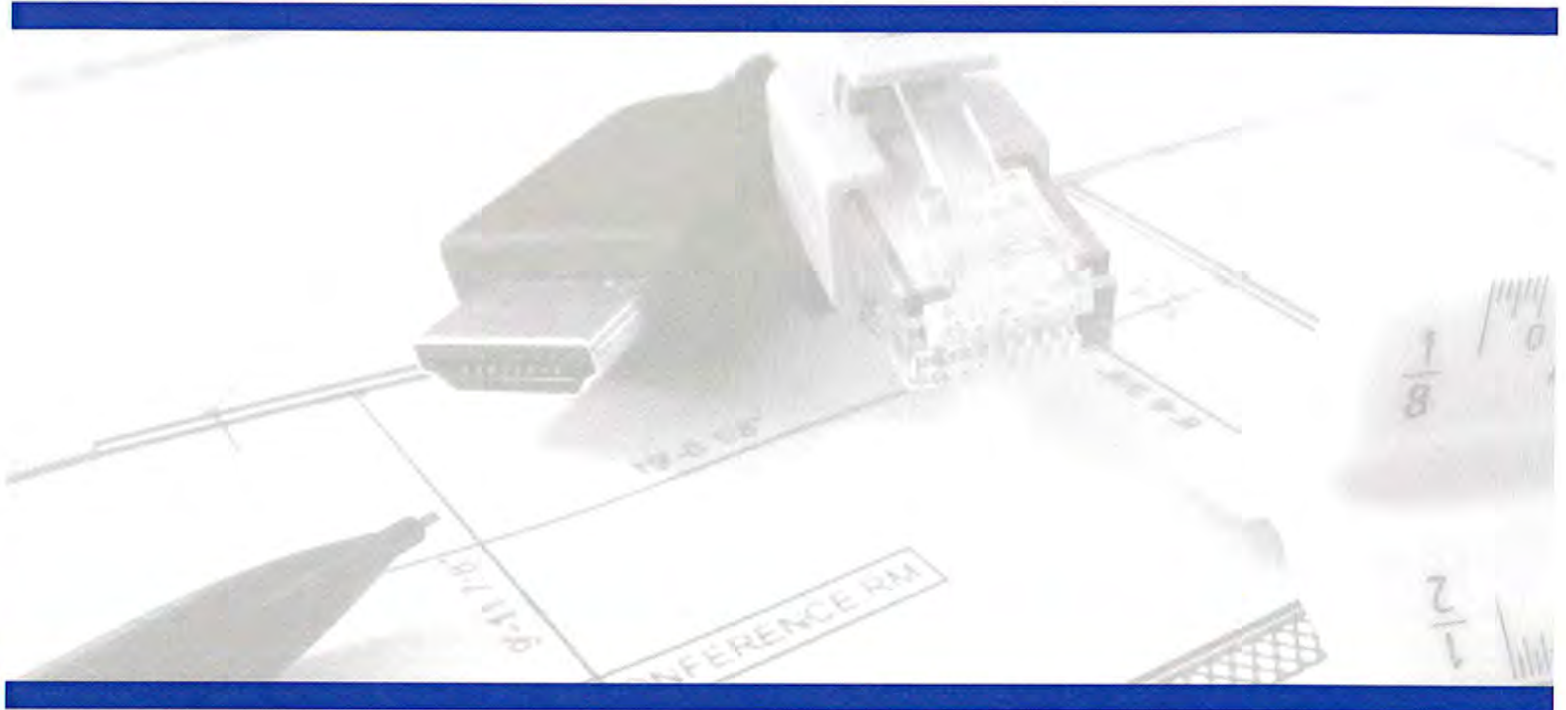


# Engineered Proposal

Prepared For:

**City of Fellsmere, FL**

Technology Update



**For Any Questions Please Contact:**

Stephen Manero

Stephen.Manero@bestbuy.com

612-292-0849

Project Number: ENG3763



**Design Engineer:** Joseph Boos

Modified:

November 9, 2023

Expiration:

November 23, 2023

Revision:

5





## Solution Overview

The client is looking to improve the audio and visual experience in multiple spaces within their facility. This solution assumes a limited invasive installation effort due to existing limitations with access and ornamental finishes throughout.

## Statement of Functionality

### Auditorium

Video	One (1) Laser WUXGA projector mounted to the ceiling. One (1) 226" 16:10 motorized screen will be flown from the ceiling of the stage and controlled by a manufacturer-provided wall switch controller. The solution will have access to Owner-furnished content provided by end-user device(s).
Audio	70v distributed speaker solution for primary audio consists of four (4) 12-inch surface-mount speakers with two (2) speakers located on either side of the stage. The solution will have access to the owner-furnished video content and up to four (4) wireless microphones consisting of a gooseneck on a podium, handheld, and lavalier/worn devices. The maximum sound level will be reinforced speech (presentations, conferencing).  The client is to provide a hearing-assisted device to be integrated with the solution.
Collaboration	The end-user will be able to connect their provided devices using the following: direct-to-device cable via HDMI and 3.5mm audio  The conferencing solution will include the following features: house microphone system to be available to remote log-in participants via a dedicated PC for the conference platform of choice. An optional PTZ camera on a tripod can be deployed as needed.
Network	The network will consist of an owner-furnished network switch for connection of conference and presentation peripherals.

### Meeting Room 1 & 2 (Same solution in two spaces)

Video	One (1) 65" LED UHDTV flat panel display installed to a rolling cart. The solution will have access to conference system content with the peripherals accessible from the rolling cart.
Collaboration	The end-user will be able to connect their provided devices using a direct-to-device cable (USB)  The conferencing solution will include the following features AEC, Active speaker tracking, and integrated speakerphone.

### Chamber Overflow Room

Video	One (1) 65" LED UHDTV flat panel display mounted to the wall. The solution will have access to mirrored content from the Chamber interior.
Audio	70v speaker solution for primary audio consisting of two (2) on-wall speakers. The solution will have access to the audio channel that follows the video signal. The maximum sound level will be reinforced speech (presentations, conferencing).
Control / Interface	The system will be operable using the following: wall controller  The wall controller will operate the volume only.

## Client Responsibilities



- Client is to furnish a network switch in the Auditorium with access to the internet.
- Client is responsible for ensuring current login credentials are available for all devices and services including, but not limited to: network equipment, cable and internet service provider accounts, cloud services, streaming services, smart home equipment and accounts, etc.
- Cable / Satellite service and components must be installed, activated, and functional prior to Geek Squad service date.
- Electrical outlet(s) installed at all equipment locations prior to Geek Squad service date.

## Risks

- This design is based on the information provided to Best Buy and Geek Squad at the time of assessing client requests and needs. Any unidentified location variables, changes to required functionality, or unknown constraints may impact the overall performance and/or price of the proposed solution.
- Equipment and applications in this system require reliable network coverage and speeds. Failure to provide sufficient wired or wireless connectivity to these devices will result in limited functionality or failure to operate as designed or intended.
- Best Buy or Geek Squad does not own and is not liable for the interoperability between devices. Supported compatibilities are owned and managed by the product manufacturers. Best Buy or Geek Squad cannot assume responsibility to modifications or suspensions to third party integrations.
- Best Buy and Geek Squad provide a 90-day workmanship warranty on applicable services excluding virus and malware removal. This warranty will cover services rendered that have not been altered by a client or contractor after the original service date. Products that are uninstalled or changed will not be covered by the workmanship warranty and will require a new installation be scheduled for requested services at an additional fee.

## Assumptions

- Best Buy / Geek Squad will program the control system as outlined above. Requests for additional customization, options, and/or components may require additional labor charges and/or appointments.
- Equipment will be used in a manner and an environment in which the manufacturer has intended.
- Mounting height of any device is not to exceed ten (10) feet above the finished floor space unless specifically stated and approved.
- CAT5e cabling is assumed for existing networking infrastructure unless specifically stated.
- RG6 coaxial cabling is assumed for existing cable, satellite, or antenna infrastructure unless specifically stated.
- Walls, floors, and ceilings are assumed to be structurally sound. Please consult with a structural engineer or contractor for reinforcement recommendations.
- Best Buy and/or Geek Squad will not install any products or perform services deemed inadequate, unsafe, and/or structurally compromised.
- Cable, satellite, and/or internet service and components will be installed, activated, and functional prior to Geek Squad service date.
- Active 120VAC power outlets must be installed prior to Geek Squad service date and meet national and local requirements. Power cords cannot be routed within a wall or ceiling cavity.
- All required shelving necessary to install and house equipment must be in place prior to Geek Squad service date unless otherwise stated in the Statement of Functionality. Failure to comply with this standard will result in a




reschedule of the applicable services.

- Owner furnished or service provider network equipment that is existing and/or installed meets or exceeds coverage and speed recommendations for requested functionality.
- All work that is not specifically called out in the Statement of Functionality but is requested by the client or their representation on-site, will be treated as a Change Order. All applicable expenses, including but not limited to: equipment, hardware, software, parts, and labor will be itemized in the Change Order and billed to the client.
- All primary users will be on-site during final installation and available for up to 30 minutes of educational demonstration of all systems and components included in the Scope of Work and Statement of Functionality.



## Auditorium

Video		QTY
	<b>PANASONIC PT-RZ790WU7</b> Projector / WUXGA / 7200 Lumens / Laser / White	1
	+ <b>BEST BUY CUSTOM PARTS (BBYB) - AV - \$100</b> Custom parts allowance for commercial (BBYB) clients - Fixed Pricing	2
	+ <b>C2G 53410</b> Power Cable / 5-15P to 5-15R / 25ft / Black	1
	+ <b>PANASONIC ET-DLE060</b> Short-throw zoom lens - 9.16 mm - 12.1 mm - f/1.85-2.34	1
	+ <b>PEERLESS-AV ACC800</b> Accessory / Ceiling Pole Coupler (M-F) / Cable Pass-Thru / Black	2
	+ <b>PEERLESS-AV AEC0608</b> Accessory / Ceiling Mount / Extension Pole / 6' to 8' / Black	1
	+ <b>PEERLESS-AV DCS200</b> Accessory / Ceiling Adapter / Structural / Anti-Vibration / Black	1
	+ <b>PEERLESS-AV PRG-UNV</b> Ceiling Mount / Projector Adapter / Universal / Black	1
	<b>DA-LITE 24848E</b> Projection Screen / Motorized / Surface Mount / 226" / 16:10 / 1.3 Gain	1
	+ <b>BEST BUY CUSTOM PARTS (BBYB) - AV - \$100</b> Custom parts allowance for commercial (BBYB) clients - Fixed Pricing	2
	<b>ATLONA AT-UHD-SW-5000ED</b> Video Switch / 5 Input / 2 Output / UHD / Mirrored Output / Audio De-Embedder	1
	+ <b>BEST BUY ESSENTIALS BE-SF1162</b> HDMI Cable / 6ft / Black	2
	+ <b>APPLE MUF82AM/A</b> Adapter / USB-C to HDMI (F), USB-C, USB / 6in / White	1
	+ <b>ATLONA AT-HDVS-200-TX-WP</b> Extender Wallplate TX / HDMI / HDBaseT / 330ft / 4K UHD / PoE / Video Switching	1
	+ <b>ATLONA AT-UHD-EX-100CE-RX</b> HDBaseT Receiver / HDMI / Ethernet / Power / Control / Up to 100 Meters ( CAT6a or 7 ) / 4K UHD / HDCP 2.2 Compliant	1
	+ <b>C2G 40415</b> Unbalanced Audio Cable / 3.5mm / 25ft / Black	1
	+ <b>INSIGNIA NS-HG25507</b> HDMI Cable / 25ft / In-Wall Rated / Black	1
	<b>OFE LAPTOP COMPUTER</b> [OFE] - Owner Furnished Equipment	1
Audio		QTY



**CLEARONE WS840 M500***Wireless Microphone Receiver / 4-Channel / 486-512 MHz / Audio Compression***1****+ CLEARONE WS800 GOOSENECK M500***Microphone / Gooseneck / 486-512 MHz / Black / Rechargeable***1****+ CLEARONE WS800 HANDHELD M500***Microphone / Handheld / 486-512 MHz / Black / Rechargeable***2****+ CLEARONE WS800 BELTPACK TX M500***Accessory / Wireless Belt-pack Transmitter / 486-512 MHz***1****+ CLEARONE WS800 LAVALIER (OMNI)***Microphone / Lavalier / Omni***1****JBL CSM 28***Mixer / Rack Mount / 8-Channel / Analog***1****ATLASIED SM12CXT-B***Speaker / Surface Mount / 12" / 60W Tap / Single / Black***4****+ ATLASIED SM12CBKT-B***Accessory / Atlas Sound SM12 - Mounting Kit***4****JBL CSA 1300Z***Amplifier / 70V or 8-ohm / 300 Watts Per-Channel / 1-Channel***1****OFE HEARING LOOP TXR***[OFE] - Owner Furnished Equipment - Hearing Assist System (Hearing Loop)***1**

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**Collaboration****QTY**


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**DELL DELL OPTIPLEX 7010 (C36TD)***Desktop / Micro Form Factor / i5 4.6 GHz / 16 GB RAM / 256GB SSD / UHD Graphics 770 / Wi-Fi / Win 11 Pro***1****+ BEST BUY ESSENTIALS BE-SF1162***HDMI Cable / 6ft / Black***1****+ BEST BUY ESSENTIALS BE-PEC6ST10***Network Cable / Cat6 / 10ft / Snagless / Blue***1****+ LOGITECH 920007182***Accessory / Keyboard and Touchpad / Wireless / Illuminated / Black***1****LOGITECH RALLY CAMERA***Camera / PTZ / 4K / USB 3.0***1****+ LOGITECH STRONG USB 25M***USB 3.2 Cable / A (M) to C (M) / 82ft / Plenum Rated / Black***1****+ SUNPAK 620-624DLXB***Camera Tripod / 62" / Semi-professional / Black***1****VADDIO AV BRIDGE MINI***Conference Bridge / AV-to-USB / HDMI, Mic/Line in / Wired***1**






+ <b>C2G 54174</b>	1
USB 3.0 Cable / A (M) to B (M) / 6.6ft / Black	
+ <b>VADDIO 998-6000-006</b>	1
Rack Mount Kit / 1U / Vaddio	

Equipment Rack	QTY
 <b>TRIPP LITE SMART500RT1U</b> UPS / 6-Outlet (5 Battery/1 Surge) / 500VA / 15A / Rack-Mount (1U)	1
 <b>TRIPP LITE SRSHELF2P1U</b> Rack Shelf / 1U	2

Network	QTY
 <b>OFE NETWORK SWITCH</b> [OFE] - Owner Furnished Equipment	1

## Meeting Room 1




Video	QTY
 <b>SAMSUNG BE65C-H</b> Commercial Display / 65" / UHD / 250 NIT / 16 hrs	1
 <b>OFE LAPTOP COMPUTER</b> [OFE] - Owner Furnished Equipment	1

Mounts	QTY
 <b>PEERLESS-AV PR560M</b> AV Cart / Flat panel cart for 55" to 86" Displays / Black	1
+ <b>PEERLESS-AV ACC320</b> Accessory / Power Strip / Cart Black	1

Collaboration	QTY
 <b>LOGITECH RALLY BAR HUDDLE</b> Conferencing System - All-in-One / Camera, Mic, Speaker / Graphite	1
+ <b>LOGITECH RALLY BAR TV MOUNT</b> Accessory / TV Mount for Logitech Rally Bar or Rally Bar Mini	1
+ <b>C2G 42526</b> HDMI Cable / 32.8ft / In-Wall Rated / Gray	1
+ <b>LOGITECH STRONG USB 10M</b> USB 3.2 Cable / A (M) to C (M) / 33ft / Plenum Rated / Black	1




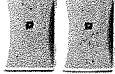

## Meeting Room 2

Video		QTY
	<b>SAMSUNG BE65C-H</b> Commercial Display / 65" / UHD / 250 NIT / 16 hrs	1
Mounts		QTY
	<b>PEERLESS-AV PR560M</b> AV Cart / Flat panel cart for 55" to 86" Displays / Black	1
	+ <b>PEERLESS-AV ACC320</b> Accessory / Power Strip / Cart Black	1
Collaboration		QTY
	<b>LOGITECH RALLY BAR HUDDLE</b> Conferencing System - All-in-One / Camera, Mic, Speaker / Graphite	1
	+ <b>LOGITECH RALLY BAR TV MOUNT</b> Accessory / TV Mount for Logitech Rally Bar or Rally Bar Mini	1
	+ <b>C2G 42526</b> HDMI Cable / 32.8ft / In-Wall Rated / Gray	1
	+ <b>LOGITECH STRONG USB 10M</b> USB 3.2 Cable / A (M) to C (M) / 33ft / Plenum Rated / Black	1



## Chamber Room

Video		QTY
	<b>SAMSUNG BE65C-H</b> Commercial Display / 65" / UHD / 250 NIT / 16 hrs	1
	+ <b>PEERLESS-AV ST660</b> Display Mount / Wall / Tilt / Security Hardware / Black	1
	+ <b>TRIPP LITE SWIVEL6</b> Surge Protector / 6-Outlet / 15A / Wall Tap	1
	+ <b>PEERLESS-AV ACC415</b> Accessory / Metal Framing Anchors / 4-Pack	1
	<b>ATLONA AT-HDR-CAT-4ED</b> Distribution Amplifier / 1 HDMI in / 1 HDMI and 4 HDBaseT Out / IR and RS-232 / Audio De-Embedding	1
	+ <b>ATLONA AT-HDR-EX-100CEA-RX</b> Extender RX / HDMI / HDBaseT / 330ft / 4K HDR / IR, RS-232 / Ethernet and Toslink	2
	+ <b>BEST BUY ESSENTIALS BE-SF1182</b> HDMI Cable / 12ft / Black	1
	+ <b>BEST BUY ESSENTIALS BE-SF1162</b> HDMI Cable / 6ft / Black	2



Audio		QTY
	<b>ATLONA AT-GAIN-120</b> Amplifier / 70V or 8-ohm / 60 Watts Per-Channel / 2-Channels	1
	<b>JBL CONTROL 28-1-WH</b> Speaker / Surface Mount / 8" / 60W Tap / Pair / White	1
	<b>ATLASIED AT100D</b> Volume Control / 70V / 100 Watt / Decora / White / Rotary	1

## Facility

Video		QTY
	<b>BEST BUY CUSTOM PARTS (BBYB) - AV - \$100</b> Custom parts allowance for commercial (BBYB) clients - Fixed Pricing	8
Bulk Wire		QTY
	<b>LIBERTY AV SOLUTIONS 24-4P-P-L6-EN-BLU (1000')</b> Network Cable / Cat6 / Bulk (1000') / Plenum Rated / Blue	2
	<b>C2G 29207</b> Speaker Wire / 18-2 / Shielded / 500ft / Plenum Rated / White	2

## Services

Labor		QTY
	<b>BEST BUY BB10886121</b> Commercial AV Hourly	92
	<b>BEST BUY BB19338704</b> Commercial IT Hourly	4
	<b>BEST BUY BB21027129</b> Field Project Management Labor	8
	<b>BEST BUY BB21027131</b> Engineered Design And Documentation	8
	<b>BEST BUY BB21029811</b> Engineered Solution Tracking	1



## Location Summary

Location	Installed Price
Auditorium	\$37,575.00
Meeting Room 1	\$2,805.00
Meeting Room 2	\$2,805.00
Chamber Room	\$6,715.00
Facility	\$3,045.00
Services	\$11,885.00

## Project Summary

<b>Equipment:</b>	<b>\$52,940.00</b>
<b>Labor:</b>	<b>\$11,885.00</b>
<b>Total:</b>	<b>\$64,825.00</b>

On behalf of Best Buy, thank you for the opportunity to work together on this solution, as well as any of your future technology needs. Please feel free to contact me at the phone number or email address listed below to discuss your proposal.

Sincerely,

**Stephen Manero**

Stephen.Manero@bestbuy.com

612-292-0849

Best Buy reserves the right to make adjustments to pricing and offers on Products and Services for reasons including, but not limited to, product discontinuation or unavailability and manufacturer price changes. We cannot confirm the availability or price of an item until you receive a final quote number from Best Buy and place your order. Despite our best efforts, sometimes an item in our catalog may not be available, the offer may have been misstated, or an item may be mispriced. For any of these reasons, we may cancel your order or we may contact you for instructions on the order. Due to the estimate nature of this bid, a Project Total variance of +/- 5% is assumed.

\* State and local taxes along with freight charges are not included unless otherwise noted.



## Quote Details [Print](#)

**Contract:** Omnia Partners - Public Sector - R201203

**Quote Number:** 243819531

**Billing Address** Andy Shelton  
City of Fellsmere, FL  
22 S ORANGE ST  
FELLSMERE, FL 32948  
Phone 772-413-1675

**Shipping Address** Andy Shelton  
City of Fellsmere, FL  
22 S ORANGE ST  
FELLSMERE, FL 32948  
Phone 772-413-1675

Qty	Product Description	Availability	Delivery Address	Price	Total Price
1	Peerless-AV - Hardware Kit - Zinc <b>Catalog</b> Business <b>Item</b> BB10088012 <b>Manufacturer</b> ACC415  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$15.99	\$15.99
2	Peerless ACC 800 - mounting component <b>Catalog</b> Business <b>Item</b> BB10168089 <b>Manufacturer</b> ACC800  Standard Delivery  <b>Not Returnable!</b>	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$19.14	\$38.28
1	Tripp Lite SmartPro 500VA 300W 120V Line-Interactive UPS - 6 NEMA 5-15R Outlets, USB, DB9, Network Card Option, 1U Rack/Tower - UPS - 300 Watt - 500 VA <b>Catalog</b> Business <b>Item</b> BB10318784 <b>Manufacturer</b> SMART500RT1U  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$249.00	\$249.00
1	Peerless SmartMount Universal Tilt Wall Mount ST660 - mounting kit <b>Catalog</b> Business <b>Item</b> BB10371043 <b>Manufacturer</b> ST660  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$118.00	\$118.00
1	Peerless DCS 200 - mounting component <b>Catalog</b> Business <b>Item</b> BB10420107 <b>Manufacturer</b> DCS200  Standard Delivery	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$59.99	\$59.99
2	Peerless ACC 320 - power distribution strip <b>Catalog</b> Business <b>Item</b> BB10740659 <b>Manufacturer</b> ACC320  Standard Delivery  <b>Not Returnable!</b>	In Stock	<b>Shipping Address</b> Ship to my address	\$67.99	\$135.98





1	Tripp Lite Surge Protector Swivel 6 Outlet Wallmount Direct Plug In 120V 1200 Joules Black - surge protector <b>Catalog</b> Business <b>Item</b> BB10797851 <b>Manufacturer</b> SWIVEL6  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$16.99	\$16.99
1	Peerless-AV - Precision Gear Ceiling Mount Projector Mount - Black <b>Catalog</b> Business <b>Item</b> BB10822576 <b>Manufacturer</b> PRG-UNV  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$139.99	\$139.99
1	Atlas Sound AT100D - volume control <b>Catalog</b> Business <b>Item</b> BB10840190 <b>Manufacturer</b> AT100D  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$33.95	\$33.95
1	C2G 25ft 3.5mm M/M Stereo Audio Cable - audio cable - 25 ft <b>Catalog</b> Business <b>Item</b> BB10887935 <b>Manufacturer</b> 40415  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$12.99	\$12.99
4	12" COAXIAL SPEAKER SYSTEM <b>Catalog</b> Business <b>Item</b> BB10916367 <b>Manufacturer</b> SM12CXT-B  Standard Delivery	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$700.00	\$2,800.00
4	SURFACE MOUNT FOR SM12CXT-B <b>Catalog</b> Business <b>Item</b> BB10916372 <b>Manufacturer</b> SM12CBKT-B  Standard Delivery	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$60.00	\$240.00
1	Peerless-AV - AEC0608 - Black <b>Catalog</b> Business <b>Item</b> BB11074206 <b>Manufacturer</b> AEC0608  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$129.99	\$129.99
1	C2G 25ft Power Extension Cord - Outlet Saver - 18 AWG - power extension cable - NEMA 5-15 to NEMA 5-15 - 25 ft <b>Catalog</b> Business <b>Item</b> BB11077086 <b>Manufacturer</b> 53410  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$12.99	\$12.99
2	Tripp Lite Rack Enclosure Cabinet Cantilever Fixed Shelf 40lb Capacity 1URM - rack shelf - 1U	In Stock	<b>Shipping Address</b> Ship to my address	\$50.99	\$101.98





**Catalog** Business  
**Item** BB11114359  
**Manufacturer**  
SRSHELF2P1U

Standard Delivery

1	C2G 2m USB 3.0 Cable - USB A to USB B - M/M - USB cable - USB Type A to USB Type B - 6.6 ft <b>Catalog</b> Business <b>Item</b> BB11132122 <b>Manufacturer</b> 54174	In Stock	<b>Shipping Address</b> Ship to my address	\$9.99	\$9.99
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Standard Delivery

2	C2G 18 AWG Plenum-Rated Bulk Shielded Speaker Wire - bulk speaker cable - 500 ft <b>Catalog</b> Business <b>Item</b> BB11674712 <b>Manufacturer</b> 29207	In Stock	<b>Shipping Address</b> Ship to my address	\$300.00	\$600.00
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Standard Delivery

1	ClearOne WS800 - microphone <b>Catalog</b> Business <b>Item</b> BB19288905 <b>Manufacturer</b> 910-6004-010	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$80.99	\$80.99
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Standard Delivery

2	C2G 10m (32.8ft) HDMI Cable with Ethernet - High Speed In-Wall Rated - M/M - HDMI cable with Ethernet - 33 ft <b>Catalog</b> Business <b>Item</b> BB19289628 <b>Manufacturer</b> 42526	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$64.99	\$129.98
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Standard Delivery

1	JBL Commercial Series CSM 28 analog mixer - 8-channel <b>Catalog</b> Business <b>Item</b> BB19592084 <b>Manufacturer</b> CSM28	In Stock	<b>Shipping Address</b> Ship to my address	\$500.00	\$500.00
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Standard Delivery

1	Logitech Illuminated Living-Room K830 - keyboard - with touchpad - English <b>Catalog</b> Business <b>Item</b> BB19754182 <b>Manufacturer</b> 920-007182	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$56.99	\$56.99
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Standard Delivery

1	Atlona - HDMI Over 100M HDBaseT Receiver - Black <b>Catalog</b> Business <b>Item</b> BB19786032 <b>Manufacturer</b> AT-UHD-EX-100CE-RX	In Stock	<b>Shipping Address</b> Ship to my address	\$350.00	\$350.00
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Standard Delivery

1	JBL Professional Control 28-1 - speaker - for PA system <b>Catalog</b> Business <b>Item</b> BB19947436	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$525.00	\$525.00
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**Manufacturer** CONTROL 28-  
1-WH

Standard Delivery

1	JBL Commercial CSA 1300Z - power amplifier <b>Catalog</b> Business <b>Item</b> BB20456487 <b>Manufacturer</b> NCSA1300Z-0-US  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$520.00	\$520.00
1	Insignia™ - 25' 4K Ultra HD HDMI Cable - Black <b>Catalog</b> Business <b>Item</b> BB20657509 <b>Manufacturer</b> NS-HG25507  Standard Delivery	Usually ships in 3 - 5 days	<b>Shipping Address</b> Ship to my address	\$79.99	\$79.99
7	ClearOne WS800 - wireless microphone <b>Catalog</b> Business <b>Item</b> BB20741100 <b>Manufacturer</b> 910-6003-004-C  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$314.99	\$2,204.93
1	AT-UHD-SW-5000ED <b>Catalog</b> Business <b>Item</b> BB20789154 <b>Manufacturer</b> AT-UHD-SW-5000ED  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$1,500.00	\$1,500.00
1	Logitech Rally - conference camera <b>Catalog</b> Business <b>Item</b> BB21039477 <b>Manufacturer</b> 960-001226  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$1,188.00	\$1,188.00
1	Apple - USB Type-C Digital AV Multiport Adapter - White <b>Catalog</b> Business <b>Item</b> BB21070522 <b>Manufacturer</b> MUF82AM/A  Standard Delivery	Usually ships in 3 - 5 days	<b>Shipping Address</b> Ship to my address	\$69.99	\$69.99
1	Atlona - Gain 120W 2.0-Ch. Stereo/Mono Power Amplifier - Black <b>Catalog</b> Business <b>Item</b> BB21217143 <b>Manufacturer</b> AT-GAIN-120  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$788.00	\$788.00
2	Atlona AT-HDR-EX-100CEA-KIT (Transmitter & Receiver Units) - video/audio/infrared/serial extender - RS-232, HDMI, HDBaseT <b>Catalog</b> Business <b>Item</b> BB21227584 <b>Manufacturer</b> AT-HDR-EX-100CEA-KIT  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$628.00	\$1,256.00





2	Logitech Strong - USB-C cable - USB Type A to 24 pin USB-C - 33 ft <b>Catalog</b> Business <b>Item</b> BB21407294 <b>Manufacturer</b> 939-001799  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$250.00	\$500.00
1	Logitech Strong - USB-C cable - USB Type A to 24 pin USB-C - 82 ft <b>Catalog</b> Business <b>Item</b> BB21472981 <b>Manufacturer</b> 939-001802  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$550.00	\$550.00
1	Best Buy essentials™ - 10' Cat-6 Ethernet Cable - Blue <b>Catalog</b> Business <b>Item</b> BB21696558 <b>Manufacturer</b> BE-PEC6ST10  Standard Delivery	Usually ships in 3 - 5 days	<b>Shipping Address</b> Ship to my address	\$6.99	\$6.99
2	Logitech TV Mount For Video Bars - camera mount <b>Catalog</b> Business <b>Item</b> BB21701421 <b>Manufacturer</b> 952-000041  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$199.00	\$398.00
2	Peerless-AV - Paramount Swivel For Most 55" - 86" TVs - Black <b>Catalog</b> Business <b>Item</b> BB21728072 <b>Manufacturer</b> PR560M  Special Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$359.99	\$719.98
1	Best Buy essentials™ - 12' 4K Ultra HD HDMI Cable - Black <b>Catalog</b> Business <b>Item</b> BB21807043 <b>Manufacturer</b> BE-SF1182  Standard Delivery	Usually ships in 3 - 5 days	<b>Shipping Address</b> Ship to my address	\$10.99	\$10.99
5	Best Buy essentials™ - 6' 4K Ultra HD HDMI Cable - Black <b>Catalog</b> Business <b>Item</b> BB21807045 <b>Manufacturer</b> BE-SF1162  Standard Delivery	Usually ships in 3 - 5 days	<b>Shipping Address</b> Ship to my address	\$6.99	\$34.95
1	Sunpak - 6240DLX 62" Tripod <b>Catalog</b> Business <b>Item</b> BB22036379 <b>Manufacturer</b> 620-624DLXB  Standard Delivery	Usually ships in 3 - 5 days	<b>Shipping Address</b> Ship to my address	\$99.99	\$99.99
2	Cat6 Unshielded - 1000 Ft Reel <b>Catalog</b> Business <b>Item</b> BB22054554 <b>Manufacturer</b> 24-4P-P-L6-  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$450.00	\$900.00





3	Samsung - BEC-H Series 65" 4K UHD Commercial TV <b>Catalog</b> Business <b>Item</b> BB22122248 <b>Manufacturer</b> BE65C-H  Special Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$710.00	\$2,130.00
1	Dell OptiPlex 7010 - micro - Core i5 13500T 1.6 GHz - vPro Enterprise - 16 GB - SSD 256 GB <b>Catalog</b> Business <b>Item</b> BB22122904 <b>Manufacturer</b> C36TD  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$734.99	\$734.99
1	4K/HDR HDMI 2.0b HDBaseT HDMI 1X4 Exten Distance D <b>Catalog</b> Business <b>Item</b> BB22127912 <b>Manufacturer</b> AT-HDR-CAT- 4ED  Standard Delivery	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$1,650.00	\$1,650.00
2	Logitech Rally Bar Huddle - all-in-one video conferencing bar for huddle and small meeting rooms - video conferencing device <b>Catalog</b> Business <b>Item</b> BB22144102 <b>Manufacturer</b> 960-001485  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$1,500.00	\$3,000.00
92	Commercial AV - Custom Labor Hourly <b>Catalog</b> Business <b>Item</b> BB10886121 <b>Manufacturer</b> 8739314  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$110.00	\$10,120.00
4	Commercial IT - Custom Labor Hourly <b>Catalog</b> Business <b>Item</b> BB19338704 <b>Manufacturer</b> 3007037  Standard Delivery	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$110.00	\$440.00
8	Engineered Design and Documentation <b>Catalog</b> Business <b>Item</b> BB21027131 <b>Manufacturer</b> 6240897  Standard Delivery	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$154.00	\$1,232.00
8	Field Project Management Labor <b>Catalog</b> Business <b>Item</b> BB21027129 <b>Manufacturer</b> 6240896  Standard Delivery	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$154.00	\$1,232.00
1	Engineered Solution Tracking <b>Catalog</b> Business <b>Item</b> BB21029811 <b>Manufacturer</b> 5732319  Standard Delivery	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$0.40	\$0.40





12	Commercial AV - \$100 Parts <b>Catalog</b> Business <b>Item</b> BB10885770 <b>Manufacturer</b> 7767133  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$100.00	\$1,200.00
1	COSMO TNSD 226D HD1.3 220 <b>Catalog</b> Business <b>Item</b> BB21152861 <b>Manufacturer</b> 24848E  Special Delivery	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$6,000.00	\$6,000.00
1	At-Hdvs-200-Tx-Wp <b>Catalog</b> Business <b>Item</b> BB20664656 <b>Manufacturer</b> AT-HDVS- 200-TX-WP  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$488.00	\$488.00
1	The Vaddio- 998-6000-006- Dual Rack Mount Kit for Vaddio 1/2 Rack Enclosures. <b>Catalog</b> Business <b>Item</b> BB20880899 <b>Manufacturer</b> 998-6000- 006  Standard Delivery	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$122.00	\$122.00
1	AV Bridge Mini N/A <b>Catalog</b> Business <b>Item</b> BB21297889 <b>Manufacturer</b> 999-8240- 000  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$2,000.00	\$2,000.00
1	ClearOne Gooseneck Microphone (12 inch) - Audio Compression - microphone <b>Catalog</b> Business <b>Item</b> BB20724969 <b>Manufacturer</b> 910-6002- 124-C  Standard Delivery	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$350.00	\$350.00
1	Panasonic ET-DLE060 - short- throw zoom lens - 9.16 mm - 12.1 mm <b>Catalog</b> Business <b>Item</b> BB21057087 <b>Manufacturer</b> ET-DLE060  Standard Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$4,000.00	\$4,000.00
1	Panasonic PT-RZ790WU7 - DLP projector - LAN - white <b>Catalog</b> Business <b>Item</b> BB21753335 <b>Manufacturer</b> PT- RZ790WU7  Special Delivery	In Stock	<b>Shipping Address</b> Ship to my address	\$8,600.00	\$8,600.00
1	Sony - Streaming Blu-ray Disc player with Built-In Wi- Fi and HDMI cable - Black <b>Catalog</b> Business <b>Item</b> BB21717246 <b>Manufacturer</b> BDPBX370	Usually ships in 3 - 5 days	<b>Shipping Address</b> Ship to my address	\$74.99	\$74.99





## Standard Delivery

1	ClearOne WS880 - wireless audio receiver for wireless microphone system <b>Catalog Business</b> <b>Item BB20728274</b> <b>Manufacturer 910-6000-804-C</b>	Usually ships in 1 - 2 weeks	<b>Shipping Address</b> Ship to my address	\$2,317.99	\$2,317.99
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Standard Delivery

**Product Total: \$62,879.25**

Special Delivery: \$1,053.87

Standard Delivery: \$720.64

Tax: \$0.00

**This Order is estimated as tax exempt. Exempt status is determined at the time of order through enrolling with our "Tax Exempt Quick Card" or by using a Government purchase card. For more details please click [here](#)**

**QUOTE TOTAL: \$64,653.76**

### Expiration Date

- 12/30/23

### Shipping Method(s)

- (Instructions: )

### Payment Type

- null null



Best Buy For Business is pleased to provide the quote you requested. We realize you have numerous options for procuring IT Products and appreciate that you contacted us. We will honor the prices on this quote through the expiration date identified above.

Given the rapid change in technology and product availability, Best Buy For Business cannot guarantee all the items on this quote will be available for purchase in the future. In that case, we will work together to make changes or modifications to your quote or order.

Thank you for partnering with Best Buy For Business on this opportunity.

The terms and conditions ("Terms") set forth herein constitute the agreement of Best Buy to sell to Client, and Client to purchase from Best Buy, products ("Products") and any associated services ("Services") and are binding on all Best Buy Business™ clients ("Clients"). Client accepts these Terms by making a purchase from or placing an order with Best Buy Business or shopping on the Best Buy Business website [www.bestbuy.com/BusinessTerms](http://www.bestbuy.com/BusinessTerms) ("Site"). For clarification, references to "You," "Client" or "customer" means business customer. Except in those instances where Best Buy Business and a Client enter into a separate written contract for the purchase of Products and/or Services providing for separate terms of sale, these Terms will apply. THESE TERMS ARE LIMITED TO THOSE CONTAINED HEREIN. BEST BUY HEREBY REJECTS AND WILL NOT OTHERWISE BE BOUND BY ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORM DELIVERED BY YOU TO BEST BUY, WHETHER ORAL, WRITTEN, ELECTRONIC OR IMPLIED. PURCHASE ORDERS ARE FOR ADMINISTRATIVE PURPOSES ONLY.

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Phone: 603-391-6647 • Fax: 612-545-4004



Business Pro: Stephen Manero  
E-mail: [stephen.manero@bestbuy.com](mailto:stephen.manero@bestbuy.com)





**Region 4 Education Service Center (ESC)**

**Contract # R201203**

*for*

Audio Visual Equipment, Accessories and Services

*with*

**Best Buy Stores, L.P.**

Effective: April 1, 2021



The following documents comprise the executed contract between the Region 4 Education Service Center and Best Buy Stores, L.P., effective April 1, 2021:

- I. Executed Purchasing Agreement
- II. Supplier's Response to the RFP, incorporated by reference.



## **APPENDIX A**

### **CONTRACT**

*This Contract ("Contract") is made as of February 23, 2021 by and between Best Buy Stores, L.P. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Audio Visual Equipment, Accessories & Services ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposal ("RFP") Number 20-14, to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

CONTRACT



- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;



- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. ~~If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.~~ **Refer to Appendix B**
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor



shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal. **Refer to Appendix B**

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's



sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. ~~All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.~~ **Refer to Appendix B**
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. ~~For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.~~ **Refer to Appendix B**
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law



and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. ~~Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.~~ **Refer to Appendix B**

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. ~~The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.~~ **Refer to Appendix B**

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



### OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Best Buy Stores, L.P.

Address 7601 Penn Avenue South

City/State/Zip Richfield, MN 55423-3645

Telephone No. 612-292-0422

Email Address Steven.Bell@bestbuy.com

Printed Name Steven Bell

Title Senior Contracts Specialist

Authorized signature 

#### **Accepted by Region 4 ESC:**

Contract No. R201203

Initial Contract Term April 1, 2021 to March 31, 2024

  
Region 4 ESC Authorized Board Member

2/23/2021  
Date

Margaret S. Bass  
Print Name

  
Region 4 ESC Authorized Board Member

2/23/2021  
Date

Linda Tinnerman  
Print Name



## Appendix B

### TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
11c	Open Market Purchases	11c-Delete last sentence	Accepted
18	Audit Rights	Delete. BB will not agree to audit rights unless the audit rights are provided for under state statute Section 20.	Accepted
22	Warranty	Delete. Best Buy will agree to its standard warranty language, a copy of which can be provided upon request	Accepted
25	Sex offenders	Delete- Best Buy performs background checks at time of hire	Accepted
28	Stored Materials	Delete as not applicable	Accepted
31	Logo	Delete and insert the following: This agreement does not grant either party any right to use or display the other party's name, logo or other trade names or trademarks without the prior written consent of the other party.	Accepted
32	Insurance	Delete sentences two and three.	Accepted
Exceptions to Omnia Exhibit B, Para 7, Best Buy needs further review of these data regulations before accepting. Para 8 Disclaimers/limitations of liability need to be mutual (This applies to paragraph 10 of Omnia Exhibit C as well). Para 11- Best Buy does not presently intend to supply any images beyond its logo and as such deems any copyright and/or other indemnification obligation here not applicable and won't agree to it. Para 18- Best Buy wants prior notice if contract is to be assigned.			Negotiated directly with OMNIA Partners





## **Tab 2 – Products/Pricing and Market Basket (Appendix E)**





**PRICING:** Best Buy is pleased to offer the attached price list of products for your consideration. We offer a large assortment of products from many manufacturers from which Region 4 members can choose. Our relationship with our Vendors allows Best Buy for Business to bring a large assortment of products to you along with a vast array of accessories.

Not included in the price file are Apple products. Best Buy For Business may be able to offer Apple products to State and Local government agencies and to non-profit organizations on a case-by-case basis, but we cannot offer these products within the Education vertical. For this reason, we have not included these products in our electronic file. If awarded a contract for products by Region 4 we will be happy to add Apple products into our offering with the understanding these items may not be sold to schools or other government agencies without approval from Apple.

We are also offering Geek Squad® Agent Onsite at a reduced price of \$99.00/Hour. We have a complete line of Geek Squad® Protection Plans (GSP) and Geek Squad® Office Support to complement our devices. These services include plans covering accidental damage which most schools find a must for products being used by students. We are unable to offer a discount on these plans at this time. Services will be only be offered by calling the 1-800-373-3050 customer service line or a Supplier Sales Representative. NOTE: IT services may not be offered to Participating Members that would require Supplier to enter into a Business Associate Agreement under HIPAA.

Geek Squad® Office support does come with the following exceptions:

- As a user-based program and we only support the user listed for support
- We do not support Windows XP, Windows Server 2003, or Linux operating systems
- We do not support any proprietary software
- We do not perform trainings for software (example how to build a power point)

Please note our prices may not contain shipping costs. Because Best Buy For Business is able to offer retail store pick up for most items we offer for this award, we wish to separate shipping charges from product cost. For items picked up at a local Best Buy location, shipping charges will not apply. All other items will be charged shipping at our nominal rates.

Prices contained herein are quoted as not to exceed prices. For many items (especially accessories) we're able to offer lower prices and for larger quantities, our Account Managers may obtain further discounts based on volume. Specific volume discounts are not able to be listed here do to the large assortment of items offered and varying discounts we will offer. The discount is applied to purchases by reducing Supplier's standard gross margin for the Product by the stated discount rate for the Product category and reducing the Product price by the difference. Products sold at zero or negative gross margins (e.g. holiday promotions, constrained inventory) will not be eligible for any additional price reductions.

Shipping charges will be prepaid and added to the invoice. Neither Region 4 Education Service Center nor its members will be eligible for reward points under the MyBBY rewards program for sales made pursuant to this Agreement.

Sales Prices made available on the Program Website are generally determined through a pricing logic that compares (i) the price derived by applying a discount, within the range for the Product Category as set forth below, against Supplier's standard gross margin at the Supplier standard Product price and reducing the standard Product price by the difference with (ii) the then current price on BestBuy.com. The lower price is posted as the Sales Price which may be updated on a daily basis. Sales Prices on the Program Website are subject to terms that may limit quantities or specific models available at the stated Sales Price.





Sales Prices provided by quote through a Sales Representative will generally be determined by applying a discount, within the range for the Product category as set forth below, against Supplier's standard gross margin at the standard Product price and reducing the standard Product price by the difference. Product sold at zero or negative gross margins (e.g. holiday promotions, clearance items), constrained inventory Product, Product subject to a unilateral minimum resale price policy, and Product that would be sold at zero or negative margin if a discount were applied will not be eligible for any additional price reductions. Supplier considers current market conditions when determining the actual discount applied within the ranges stated below.

For all items, we suggest members reach out to one of our Account Managers for a specific product quote.

Best Buy For Business has also included a sampling of our complete catalog, which can be found at [www.bbfb.com](http://www.bbfb.com). This is only a sampling as our assortment of products is continually changing and growing. Please refer to our website for an entire up to date listing of our product and service offerings.

Please note that we are offering Commercial Grade and Consumer Grade products. Consumer Grade products may have their manufacturer warranty voided if used in a commercial setting. This could be especially important if the customer orders directly from the website instead of going through an Account Manager.

A handwritten signature in black ink that reads "Jason Nelson". The signature is written in a cursive, flowing style.

Jason Nelson  
Sr. Contract Specialist  
Best Buy Business



## Audio Visual Equipment, Accessories & Services

RFP # 20-12

Offeror Company Name :

Item No.	Category	Manufacturer Name	Proposed Discount
	Product Catalog	Numerous Manufacturers. Please see product line catalog.	Range. Minimum discount 0%
	<del>Appliances</del>	<del>Numerous Manufacturers. Please see product line catalog.</del>	<del>0.5 - 2.5%</del> <b>Excluded</b>
	Cables	Numerous Manufacturers. Please see product line catalog.	5 - 15%
	Computing	Numerous Manufacturers. Please see product line catalog.	0.5 - 2%
	Computing Accessories	Numerous Manufacturers. Please see product line catalog.	5 - 10%
	Consumer A/V & Accessories	Numerous Manufacturers. Please see product line catalog.	5- 10%
	Commercial A/V & Accessories (includes live sound)	Numerous Manufacturers. Please see product line catalog.	5 - 10%
	Commercial Panels & Accessories (LFD, Digital Signage. Touch. Hospitality & Healthcare)	Numerous Manufacturers. Please see product line catalog.	0.5 - 3.5%
	Digital Imaging	Numerous Manufacturers. Please see product line catalog.	0.5 - 3.5%
	Health & Fitness	Numerous Manufacturers. Please see product line catalog.	0 - 3.5%
	Home Control and Surveillance	Numerous Manufacturers. Please see product line catalog.	0%
	Interactive Whiteboards	Numerous Manufacturers. Please see product line catalog.	1 - 5%
	Mobile Phones	Numerous Manufacturers. Please see product line catalog.	0%
	Mobile Phone Accessories	Numerous Manufacturers. Please see product line catalog.	0.5 - 10%
	Mounts	Numerous Manufacturers. Please see product line catalog.	0.5 - 10%







**RFP # 20-12**

**Offeror Company Name :** Best Buy Business

[illegible]





## **Tab 3 – Performance Capability**

### **a. OMNIA Partners documents (Appendix D)**





Best Buy is pleased to provide Region 4 with a response and we appreciate the opportunity to submit a proposal to support the scope of their Audio Visual and related category and to help expand their membership list. Thank you for taking the time to review our proposal to support the technology needs of all the members of Region 4. Based on the information contained in your invitation to bid, Best Buy has assembled the attached proposal.

PLEASE NOTE THIS PROPOSAL DOES NOT INCLUDE THE FEMA SPECIAL CONDITIONS OR NEW JERSEY CERTIFICATIONS AS BEST BUY AT THIS TIME DOES NOT ACCEPT FEDERAL FUNDS OR OPERATE OUR BUSINESS TO BUSINESS DIVISION IN THE STATE OF NEW JERSEY.

Best Buy (BBY) has supported more than 4700 schools in a variety of deployments, technology needs, teacher training, leasing options, services and recycling programs in a majority of the States.

Best Buy has created several videos to outline some of the great work our team has done.

- Edina Case Study Video: [https://youtu.be/P8VtkADMS\\_s](https://youtu.be/P8VtkADMS_s)
- Best Buy Education Overview Video: <https://youtu.be/-wuEe4z1tbY>
- Best Buy Donation: <https://youtu.be/HcQWBy-hal4>

Please feel free to reach out to your primary contact, Sr. Contract Specialist, Steven Bell; whose information is below with any questions or concerns you may have.

**Sincerely,**

A handwritten signature in black ink that appears to read "Steven Bell".

**Steven Bell**

Sr. Contract Specialist  
Best Buy for Business Contract Management  
612-292-0422 – Office  
952-430-9937 – Fax

Best Buy looks forward to answering any additional questions you might have. We hope you find our proposal thorough and complete.





### Executive Summary

On Behalf of Best Buy and our entire team of 120,000 employees, we are excited to be considered as a long term partner to TIPS to support the needs of the students, teachers, and administrators. There are 8 main areas that we believe are important to our bid and highlight our strengths:

- 1) Unbiased approach to technology needs and requirements
- 2) Pre-assessment of technology needs across multiple platforms
- 3) Purchasing of products at the best available total cost of ownership
- 4) Support of the products & services for the entire lifecycle of the device
- 5) Facilitate the deployment of products, services at scale
- 6) Recycling/Trade-In programs that are sustainable and long term
- 7) Professional development to help teachers, parents & administrators
- 8) Local presence in the community (hiring, taxes & green initiatives)

Best Buy, for 50 years, has focused on being part of the fabric of the local communities. We are proud to have over 1,000 stores in local communities across the USA. The stores are: (a) exciting places to see the latest and greatest technologies, (b) places to work and build a career, (c) place for taking back and recycling legacy technology products, and (d) places that generate and pay local tax revenues. Since the opening of our first stores, Best Buy has contributed millions of dollars in tax revenues while consistently providing valuable jobs to all 50 states. These stores function as a support mechanism for all of the customers in the state and together we will develop custom service capabilities based on your local technology needs.

We believe Best Buy is the best choice as a partner for education technology needs as we offer unbiased recommendations, expertise and experience, a vast assortment of goods and local services from a trusted brand.

We understand that pricing is a critical component of your decision making process and we have worked hard to provide the most competitive total cost of ownership possible. With that said, we desire to partner with Region 4 to guarantee that we meet or exceed your needs on pricing through the entire lifecycle of the deployment from day one to end of life and recycling of the devices after they have outlived their usefulness.

### Qualifications

Thanks for the opportunity to discuss what Best Buy (BBY) can provide to Region 4. This is a great chance for BBY to show you all of the things our company is capable of in this arena.

First, as part of the decision process, Region 4 should know a little bit about Best Buy For Business (BBFB) is the Commercial division of Best Buy Company (NYSE:BBY). BBY sells to business, education and government customers through our network of dedicated sellers. Best Buy Company Inc. is a Fortune 100 company incorporated in Minnesota. Approximately 120,000 employees apply their talents to help bring the benefits of these brands to life for customers through retail locations, multiple call centers and web sites, Geek Squad® Tech Hubs, in-home solutions, product delivery and in our communities. With operations in the United States, Mexico, and Canada, Best Buy Co., Inc. is a multinational retailer of:

- Commercial and consumer grade computers and information technology hardware, software and peripherals
- Commercial and consumer grade audio-visual hardware and peripherals
- Commercial and household appliances
- Geek Squad® services (including installation) and third party installation services

The Best Buy Co., Inc. family of brands and partnerships collectively generates more than \$40 billion annual revenue and includes brands such as Best Buy, Best Buy, Audiovisions, Geek Squad®, Magnolia Audio Video, and Pacific Sales Kitchen and Bath Centers.





Geek Squad® is the first national 24-hour task force dedicated to solving the world's technology challenges. Comprised of highly skilled and specially trained computing Agents, home entertainment installers (GSIs), Autotechs and appliance repairers (GSRs), 20,000 active Geek Squad technicians patrol Geek Squad precincts in all U.S. Best Buy® stores, at Geek Squad® stand-alone U.S. store locations and at service centers nationwide.

Founded in 1994 by Geek Squad® Chief Inspector Robert Stephens, Geek Squad began with \$200 and a bicycle in Minneapolis. In 2002, Geek Squad entered into joint operation with Best Buy and expanded nationally in 2004 - providing consumers nationwide with a unified, fully owned task force to help them manage their growing dependence on technology. And in October 2006, Geek Squad® unveiled Geek Squad® City, the force's largest repair site. The Louisville facility encompasses nearly four acres and houses the largest concentration of Geek Squad® Agents anywhere on Earth. Geek Squad® City is the anchor for a network of Geek Squad® service locations that house the technicians who repair the vast array of gadgets people depend on. Geek Squad Protection provides for services as outlined in the attached brochure (Attachment C – GSP). Best Buy provides warranty and post warranty (depending on the length of the GSP) for appliances for up to 5 years under a GSP.

Please note, while we are happy to provide service as a result of this response, and Geek Squad sometimes uses a valued partner for services, all technicians providing service will be Best Buy branded. We do not share information about our vendor partners or subcontractors. All partners are thoroughly vetted and able to provide Best Buy's level of service for your needs.

For the final piece of the complete Best Buy picture, we bring in our retail location partners. With over 1,000 retail locations nationwide and Geek Squad® in most retail locations, not to mention our BBY sales force nationwide, we are close to our customers and our support goes beyond just a mailing address. When a BBY product is sold, there is a local Best Buy store and a dedicated team to support it. BBY's goal is to satisfy every TIPS member with the same level of support and aftercare as every customer that walks into our stores, which in many cases, is already one of our current customers. Your Account Manager is just a phone call or email away. With resources like this, we can provide high levels of service to meet your needs.

**Additional information about Best Buy:**

Date of Incorporation: 1969

Ownership: Public Company

Corporate Headquarters location:

Best Buy Corporate

7601 Penn Avenue South  
Richfield, MN 55423

Bank References:

- U.S. Bank National Association

Please contact via fax for credit inquiries at (503) 401-8287

Dun & Bradstreet Number: 023058159

Last Annual Report: <http://investors.bestbuy.com/investor-relations/financial-info/sec-filings/sec-filings-details/default.aspx?FilingId=10599642>

Additional Financials:

- Financial performance: <http://investors.bestbuy.com/investor-relations/financial-info/sec-filings/default.aspx>
- Archive for last 8 years of financials: <http://investors.bestbuy.com/phoenix.zhtml?c=83192&p=quarterlyearnings>
- Archive for 17 years of Annual Reports: <http://phx.corporate-ir.net/phoenix.zhtml?c=83192&p=irol-reportsannual>

**Project Team Organization:**





Best Buy utilizes a project team design developed for the specific fulfillment of education customers with their students, faculty and administrators in mind. The specific count of each functional and matrix team is assigned per volume, scope, and needed risk mitigation. Best Buy will provide a full dedicated team and local point of contact for the roll out of the deployment. Your Account Manager will have a dedicated Project Manager with a complete Project Team comprised of the following:

- Project Operations Team
- Logistics Expert
- Product Specialist
- Demand Planner
- Order Monitoring and Resolutions Professionals
- Allocated inbound customer support through electronic and phone capabilities
- Client White Glove Support Team and Full staff at Geek Squad® City
- Billing Support Specialist
- IT and Electronic Procurement Support
- Quality and Change Expert
- National Education Sales Leader, Leah Fuller

Best Buy's fulfillment team prides itself on the 9 knowledge areas of project management and fulfillment. We can provide you with a complete and detailed project plan outlining the 5 phases of the project (initiation, planning, executing, monitoring & control, and closing).

#### PRICING:

Best Buy is pleased to offer the attached price list of products for your consideration. We offer a large assortment of products from many manufacturers from which Region 4 members can choose. Our relationship with our Vendors allows Best Buy for Business to bring a large assortment of products to you along with a vast array of accessories.

Not included in the price file are Apple products. Best Buy For Business may be able to offer Apple products to State and Local government agencies and to non-profit organizations on a case-by-case basis, but we cannot offer these products within the Education vertical. For this reason, we have not included these products in our electronic file. If awarded a contract for products by Region 4 we will be happy to add Apple products into our offering with the understanding these items may not be sold to schools or other government agencies without approval from Apple.

We are also offering Geek Squad® Agent Onsite at a reduced price of \$99.00/Hour. We have a complete line of Geek Squad® Protection Plans (GSP) and Geek Squad® Office Support to complement our devices. These services include plans covering accidental damage which most schools find a must for products being used by students. We are unable to offer a discount on these plans at this time. Services will be only be offered by calling the 1-800-373-3050 customer service line or a Supplier Sales Representative. NOTE: IT services may not be offered to Participating Members that would require Supplier to enter into a Business Associate Agreement under HIPAA.

Geek Squad® Office support does come with the following exceptions:

- As a user-based program and we only support the user listed for support
- We do not support Windows XP, Windows Server 2003, or Linux operating systems
- We do not support any proprietary software
- We do not perform trainings for software (example how to build a powerpoint)

Please note our prices may not contain shipping costs. Because Best Buy For Business is able to offer retail store pick up for most items we offer for this award, we wish to separate shipping charges from product cost. For items picked up at a local Best Buy location, shipping charges will not apply. All other items will be charged shipping at our nominal rates.

Prices contained herein are quoted as not to exceed prices. For many items (especially accessories) we're able to offer lower prices and for larger quantities, our Account Managers may obtain further discounts based on volume. Specific volume discounts are not able to be listed here do to the large assortment of items offered and varying discounts we will offer. The discount is applied to purchases by reducing Supplier's standard gross margin for the Product by the stated discount rate for the Product category and reducing the Product price by the difference. Products sold at zero or negative gross margins (e.g. holiday promotions, constrained inventory) will not be eligible for any additional price reductions.





Shipping charges will be prepaid and added to the invoice. Neither Region 4 Education Service Center nor its members will be eligible for reward points under the MyBBY rewards program for sales made pursuant to this Agreement.

Sales Prices made available on the Program Website are generally determined through a pricing logic that compares (i) the price derived by applying a discount, within the range for the Product Category as set forth below, against Supplier's standard gross margin at the Supplier standard Product price and reducing the standard Product price by the difference with (ii) the then current price on BestBuy.com. The lower price is posted as the Sales Price which may be updated on a daily basis. Sales Prices on the Program Website are subject to terms that may limit quantities or specific models available at the stated Sales Price.

Sales Prices provided by quote through a Sales Representative will generally be determined by applying a discount, within the range for the Product category as set forth below, against Supplier's standard gross margin at the standard Product price and reducing the standard Product price by the difference. Product sold at zero or negative gross margins (e.g. holiday promotions, clearance items), constrained inventory Product, Product subject to a unilateral minimum resale price policy, and Product that would be sold at zero or negative margin if a discount were applied will not be eligible for any additional price reductions. Supplier considers current market conditions when determining the actual discount applied within the ranges stated below.

For all items, we suggest members reach out to one of our Account Managers for a specific product quote.

Best Buy For Business has also included a sampling of our complete catalog, which can be found at [www.bbfb.com](http://www.bbfb.com). This is only a sampling as our assortment of products is continually changing and growing. Please refer to our website for an entire up to date listing of our product and service offerings.

Please note that we are offering Commercial Grade and Consumer Grade products. Consumer Grade products may have their manufacturer warranty voided if used in a commercial setting. This could be especially important if the customer orders directly from the website instead of going through an Account Manager.

Best Buy will only accept terms if modified. Best Buy has chosen to modify or omit these terms from the bid packet and welcomes the opportunity to discuss upon award.

1. **Warranty Conditions:** Please note that we are offering Commercial Grade and Consumer Grade products. Consumer Grade products may have their manufacturer warranty voided if used in a commercial setting. This could be especially important if the customer orders directly from the website instead of going through an Account Manager. Best Buy reserves the right to sell refurbished items if customer/Region 4/Omnia member requests them.
2. **Davis Bacon Act:** Best Buy is not a Federal Contractor and cannot accept Federal Funds that have Federal Contracting requirements.
3. **Payments:** Unless otherwise provided by applicable law, the Region 4/Omnia participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice. Best Buy reserves the right to cancel any order where credit is refused to the Region 4/Omnia member for any reason.
4. **Pricing:** Best Buy will not provide pricing through a cost plus model. Please read the information contained within this document concerning pricing. Best Buy will provide a best effort in ensuring, but will not guarantee, lowest price available to like cooperative purchasing customers. Best Buy reserves the right to extend lower price points for large or bulk purchases through this and other contract vehicles.

#### **Additional Terms**

5. Best Buy does not intend to accept any Federal Funds that require additional terms:

Explanation of Modification





Best Buy does not accept contracts or purchase orders that would require the Company to comply with certain provisions of the Federal Acquisition Regulation ("FAR") or that would subject Best Buy to any other provision of law that applies to government contractors and subcontractors (e.g., EO 11246). Best Buy is an equal opportunity employer: <http://www.bestbuy-jobs.com/bestbuy/equal-employment-opportunity/>

6. Fingerprint & Background Checks  
Modification: Best Buy reserves the right to pursue alternative solutions including, but not limited to 3<sup>rd</sup> party services, or rejection of PO.
7. Prevailing Wage  
Modification: Best Buy reserves the right to pursue alternative solutions including, but not limited to 3<sup>rd</sup> party services, or rejection of PO.
8. All sales will be subject to Best Buy's Return & Exchange Promise.
9. Best Buy will agree to mutual indemnification: Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party, its officers, employees, agents, representatives, contractors, assignees and designees (the "Indemnified Party") from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the Indemnifying Party or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by Region 4 and the vendor.
10. Standard Best Buy Terms and Conditions to apply to all purchases and transactions.
11. ANSWERS TO ADDITIONAL SUPPLIER QUALIFICATION QUESTIONS POSED BY REGION 4 pursuant to solicitation 20-12. **This will serve as our response to Appendix D**
  - A. Brief History and description of supplier: See Above
  - B. Total number and location of salespersons employed by supplier
    - a. Total sales org is 155 sales individuals skilled in small/medium business, enterprise, and vertical spaces. Account managers cover East to West coast of the United States. The remainder of sales individuals are MN based and generalists covering the total US.
  - C. Number and locations of support centers and location of corporate office: Best Buy's headquarters are located at 7601 Penn Avenue South, Richfield MN 55423. The main support for our business to business customers comes from this location.
  - D. Annual Sales for the three previous fiscal years:  
2020 43.6 billion  
2019 42.9 billion  
2018 42.1 billion  
Federal Tax ID no. is 41-1822872
  - E. Describe any green or environmental initiatives or policies: At Best Buy, we aim to positively impact the world, enrich people's lives through technology and contribute to the common good. We demonstrate this through our commitment to communities, people and the environment.  
2030 Goals: Reduce carbon emissions in our operations by 75% (over 2009 baseline); carbon neutral by 2050. Reduce carbon emissions for our customers by 20% (over 2017 baseline); saving \$5 billion in energy costs.
  - F. Describe any diversity program or partners supplier does business with and how Participating Agencies may use diverse partners through the mater agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.





- a. <https://corporate.bestbuy.com/diversity-and-inclusion/>
- G. Indicate if supplier holds any certifications in any classified areas: None, not applicable.
- H. List any relationships with subcontractors or affiliates. Best Buy has a large employed technical workforce and generally does not use subcontractors.
- I. Describe how supplier differentiates itself from its competitors. Best Buy is a Fortune 100 Company with a national footprint. We are the country's leading retail provider of consumer electronics.
- J. Describe any present or past litigation, bankruptcy or reorganization. Please see our SEC 10-K report, legal proceedings section, which can be found on our website, [www.bestbuy.com](http://www.bestbuy.com), under investor relations.
- K. Felony Conviction Notice: Best Buy is a publicly held corporation and this reporting requirement is not applicable.
- L. Describe any debarment or suspension activities taken against supplier. None.
- M. Describe the full line of products and services offered by supplier. See attached price list/catalog description.
- N. Describe how supplier proposes to distribute the products/services nationwide. Best Buy will distribute through its national footprint of retail stores and via the use of common carriers.
- O. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing
  - a. All agencies will receive the agreed upon pricing at a minimum. Our sales individuals will engage to ensure each entity requesting quote or pricing has best pricing in hand, which will be equal or greater percent off what is agreed upon in the contract.
- P. Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user. Common carriers.
- Q. Provide the number, size and location of Supplier's distribution facilities, warehouse and retail network as appropriate. Best Buy has a coast to coast network of fulfillment centers and retail stores, numbering approximately 1,000 in size.
- R. Provide a detailed 90 day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's terms nationwide.
  - a. Add Omnia logo to [bestbuy.com/education](http://bestbuy.com/education) webpage
    - i. Timing: 4 weeks
  - b. Announcement in marketing email to education clients. This would be a banner in an existing Best Buy Education marketing email
    - i. Timing: 8-10 weeks
  - c. Add Omnia logo to Best Buy Education pitch deck
    - i. Timing: 1 week
  - d. Co-branded marketing piece for Omnia to deploy to current customers
    - i. Timing: 4-6 weeks. Timing dependent on Omnia-provided content
  - e. CRM Template
    - i. Timing: 6 weeks
  - f. Omnia created Best Buy Education supplier page
    - i. Timing: Dependent on Omnia timing and content requirements/deliverables. Best Buy Education requires 5 business days to review Omnia created content
  - g. Sales individual training to happen immediately upon award to start pushing to clients upon award.
  - h. Ongoing marketing initiatives and available CRM email templates to be sent to clients on award and process for utilizing Omnia with BBY.
- S. Provide a detailed 90 day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current participating Public Agencies, existing public agencies customers of supplier, as well as to prospective Public





Agencies nationwide immediately upon award.

- a. See above marketing plan for all NEW and EXISTING customer base.
- T. Describe how Supplier will transition any existing Public Agency customer accounts to the Master Agreement available nationally through OMNIA partners. Include a list of current cooperative agreements (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
  - a. Buy Board, TIPS, NCPA, TX DIR, Choice Partners
  - b. All clients that participate in the Omnia contract our sales force will actively discuss Omnia as a national agreement to participate in and actively work to move them to Omnia contract purchasing. Our org will leverage the contract to increase and grow sales with existing and new clients, utilizing the Omnia contract as a value add to doing business together. Process for onboarding new client to Omnia contract will be communicated- communication to be built and provided by Omnia for best success.
- U. Acknowledge Supplier agrees to provide its logo to OMNIA partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. Best Buy hereby acknowledges the logo requests and requirements as stated.
- V. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA partners. Best Buy intends to be extremely proactive utilizing the Master Agreement in selling goods and services nationwide.
- W. Confirm Supplier will train its national sales force on the Master Agreement. Best Buy hereby confirms it will train its sales per the RFP's proscribed criteria.
- X. Contact Info:  
Executive Support, Sales and Marketing, Leah Fuller, Education Vertical Sales Leader, 612-417-9110, [Leah.Fuller@bestbuy.com](mailto:Leah.Fuller@bestbuy.com)  
Financial Reporting, Jason Nelson, Senior Contracts Specialist, 612-291-7115, [Jason.Nelson@bestbuy.com](mailto:Jason.Nelson@bestbuy.com)  
Accounts Payable: Joette Poehler, Sr. Analyst, 612-291-8039, [Joette.Poehler@bestbuy.com](mailto:Joette.Poehler@bestbuy.com)  
Contracts: Steven Bell, Senior Contracts Specialist, 612-292-0422, [Steven.Bell@bestbuy.com](mailto:Steven.Bell@bestbuy.com)
- Y. Describe in detail how Supplier's national sales force is structured, including contact info for the highest-level executive. There is a nationwide team of dedicated education specialists and subject matter experts that work under the direction of Leah Fuller, contact info above.
- Z. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
  - a. Sales individuals will be paired with Omnia contracts in their market to discuss sales and accounts strategy to go to market.
  - b. Omnia to provide existing member list for sales to leverage to grow business with existing accounts utilizing Omnia contract. For all new clients, we will actively work with Omnia to build strategy for go to market, utilizing best practices to gain new clients and grow sales.
- AA. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set up, timely contract administration etc.
  - a. Best Buy will work internally with all partners across multiple divisions to manage the Omnia national program. Best Buy's marketing team will work with sales and Omnia to create and implement initial and ongoing marketing plan- as listed above. Leah Fuller, in partnership with our contracts staff Steven Bell, Jason Nelson, and Bob Cavello, will train to all the sales organization, in partnership with Omnia. Omnia would be expected to offer training to all sales staff for initial program standup- with ongoing training each year. Ongoing training by sales managers to ensure proper selling tactics are utilized to effectively leverage and grow business on the omnia





contract.

- BB. State the amount of Supplier's Public Agency Sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. This is protected customer data that we cannot provide. We have a substantial amount under NDA and is protected under our standard customer data privacy policy.
- CC. Describe Supplier's information systems and capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions. Best Buy processes orders through its point of sale system described as follows: The customer can email its purchase order (PO) and/or request for quote to: [education@bestbuy.com](mailto:education@bestbuy.com) or the account manager assigned to your account. The account manager will then connect with the customer directly to complete the order. The PO and quote must reference the Region 4/Omnia contract number related to Best Buy. The PO should be attached as a PDF with only one PO (with quote) per attachment.

Customers who choose a finance option will receive an automated invoice through our 3<sup>rd</sup> party financing partner, MSTs. We will provide automated reporting and payment of Omnia Partners administrative fee through Best Buy's AP system. Best Buy does have the ability to create custom procurement sites for large-volume purchasers. Best Buy is currently working on additional self-serve options through our .com platform. We anticipate having this running in FY22.

- DD. Provide the Contract Sales that supplier will guarantee in year one, year two, year three.
- a. **REDACTED**
- EE. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitations, there may be circumstances where Public Agencies will issue their own solicitations. Describe supplier's strategies when responding to such a solicitation. Best Buy will respond with Master Agreement pricing or if competitive conditions require lower than Master Agreement pricing.
- FF. Provide TEN customer references (see Tab 4 reference page)
- GG. Describe how Offeror respond to emergency orders.
- a. We have 155 sales representatives we could pull in at any time depending on the organization and solution we would leverage the expertise of our sales staff to triage the order and ensure a touch point with the client is made to establish needs and serve the client. We also have a host of management contacts on the support and sales side that can assist a client to get them a resolution.
- HH. What is Offeror's average fill rate?
- a. Our best data shows 98.42% lines fulfilled vs. cancelled.
- II. What is Offeror's average on-time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines. Our best data shows 74% of orders are shipped within two business days.
- JJ. Describe Offeror's return and restocking policy.
- a. <https://www.bestbuy.com/site/help-topics/return-exchange-policy/pcmcat260800050014.c?id=pcmcat260800050014>
- KK. Describe Offeror's ability to meet service and warranty needs.
- a. <https://www.bestbuy.com/site/geek-squad-protection/geek-squad-protection-faq/pcmcat748302045943.c?id=pcmcat748302045943>
- b. Fulfillment on service and warranty needs is dependent on the client solution. I have included the Best Buy link to our services and warranty details. Best Buy also partners direct with manufactures extended warranties, but do not fulfill on said warranty. Much like any integrator, fulfillment on services and warranty through a manufacture is done direct with the manufacture.





- LL. Describe Offeror's customer service/problem resolution process (LF)
  - a. This depends on the issue. Ultimately, our sales staff will work with the client to determine the issue at hand. The sales staff will partner with cross-function support teams and management to come to a quick resolution. If needed, management will step in for final resolution to the issue.
- MM. Describe Offeror's invoicing process. Best Buy offers net 30 terms through a third party finance company, subject to credit approval. Otherwise, payment is due at time of order.
- NN. Describe Offeror's contract implementation/customer transition plan. Leah Fuller and Steven Bell will be in charge of contract implementation and customer relations.
- OO. Describe Offeror's financial condition. Excellent. See link's to company financial's provided above.
- PP. Provide a website link: [www.bestbuy.com](http://www.bestbuy.com)
- QQ. Describe the Offeror's safety record: Excellent.
- RR. Describe reputation of Offeror and its products and services. Excellent.
- SS. Describe the experience and qualifications of key employees: Leah Fuller, 10 years experience in retail sales, commercial sales and sales management. Steven Bell, 35 years experience with contracts and legal.
- TT. Describe Offeror's experience working with the government sector. Best Buy has 54 years of experience in working with corporate and government clients.





## **Tab 4 – Qualification and Experience**

### **a. References**



1. Manchester School District, 20 Hecker St, Manchester, NH 03102 Stephen Cross, [scross@mansd.com](mailto:scross@mansd.com), 919-221-8659
2. Nixa Public Schools, 301 S Main St, Nixa, MO 65714 David Liss, [Davidliss@nixaschools.net](mailto:Davidliss@nixaschools.net), 417-449-3280
3. Edina Public Schools, 5701 Normandale Road, Edina, MN 55424, Steve.Buettner@edinaschools.org, Steve Buettner, 952-848-4800
4. Waconia Public Schools, 512 Industrial Blvd, Waconia, MN 55387 Jeff Jeska, 952-442-0606.
5. Burnsville Public Schools, 200 W Burnsville Pkwy, Burnsville, MN 55337, rgorton@isd191.org, Rachel Gorton, 952-707-2081.
6. Irving ISD, PO Box 152637, Irving, TX 75015, Shane Smith, Director of Technical Services, [ShaneSmith@IrvingISD.net](mailto:ShaneSmith@IrvingISD.net)
7. Post University, 800 Country Club Rd, Waterbury, CT 06708, Shawn Whisenhart, [swhisenhart@post.edu](mailto:swhisenhart@post.edu), 203-591-7193
8. Cleveland Metropolitan School District, 1111 Superior Ave E, Cleveland, OH 44114, M. Angela Foraker, Executive Director, 216-838-0241, [mary.foraker@clevelandmetroschools.org](mailto:mary.foraker@clevelandmetroschools.org)
9. Byron Public Schools, 630 1<sup>st</sup> Ave NW, Byron, MN 55920, Jen Hegna, Director of Information, 507-775-2301, [jen.hegna@byron.k12](mailto:jen.hegna@byron.k12)
10. Independence University, 4021 S. 700 East, Salt Lake City, UT 84107, [Joseph.Dunlop@indepence.edu](mailto:Joseph.Dunlop@indepence.edu), 801-290-3240.

NOTE: Requested Information Regarding Sales Volumes, Nature of Sales and Lengths of Customer Relationships is being withheld as proprietary in nature.





## **Tab 5 – Value Add**



VALUE ADD- Provide any additional information related to products and services Offeror proposed to enhance and add value to the contract.

Best Buy Co., Inc. is a publicly traded, Fortune 100 Company with annual revenues of approximately \$44 billion. The company has approximately 125,000 employees who work out of approximately 1,000 physical locations, including our corporate HQ in Richfield, MN. Best Buy, established in 1966, is one of the nation's leading providers of electronics and audio-visual equipment.

Best Buy Business is the commercial "business to business" sales division of Best Buy Co.

Best Buy Business is dedicated to your success every step of the way. Our industry-specific expertise and nationwide services can help you feel confident about your technology purchases, no matter the size of your organization. We have a deep, nuanced understanding of the business fundamentals and industry-specific drivers that matter most to our clients. We build strong, collaborative relationships that support our clients' success as they grow and evolve. We provide customized solutions for budgets of all sizes and organizations at all stages of growth.

Best Buy has several unique value adds and differentiators in the B2B and B2B2C environment. Best Buy partners with all major manufactures to offer consumer and commercial grade equipment, services, and fulfillment, meeting the needs of a variety of clients and custom solutions. Within the Best Buy portfolio, we partner with our financial partners to accommodate many payment terms to meet the client where they are as. We offer a variety of Net terms, Leasing, Check, Credit Card, ACH/Wire Transfer.

Best Buy also provides automated purchasing options including our standard bestbuy.com website, E-Procurement solutions, APIs, and more!

Best Buy will consult and fulfill on turnkey solutions from end to end. Best Buy has nationwide services and with our Geek Squad® Agents and Custom Service teams to provide convenient, game-changing solutions.

This includes a host of services:

- Project management
- Engineering
- Kitting
- Configuration
- Green boxing
- Custom shipping
- Deployment



- Installation
- Post-sale services and support
- SO much more

Thank you for the opportunity to serve the Customers of Region 4.

Sincerely,

Leah Fuller, Education Vertical Sales Leader on Behalf of the Best Buy Business staff.

**Leah Fuller**  
**Education Vertical Sales Leader**

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Cell: 612-417-9110  
Fax: 952-430-5862

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**BEST  
BUY.** Education





## **Tab 6 – Additional Required Documents (Appendix C)**



**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*



November 23, 2020  
\_\_\_\_\_  
Date

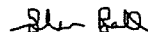
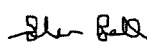
Steven Bell Senior Contracts Specialist  
\_\_\_\_\_  
Authorized Signature & Title



**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

<b>Company</b>	<u>Best Buy Stores, L.P.</u>	<b>Contact</b>	<u></u>
			<b>Signature</b>
			<u>Steven.Bell@bestbuy.com</u>
			<b>Printed Name</b>
			<u>Senior Contracts Specialist</u>
			<b>Position with Company</b>
<b>Address</b>	<u>7601 Penn Ave South, D-5</u>		
		<b>Official Authorizing Proposal</b>	<u></u>
			<b>Signature</b>
			<u>Steven Bell</u>
			<b>Printed Name</b>
			<u>Senior Contracts Specialist</u>
			<b>Position with Company</b>
<b>Phone</b>	<u>1-800-373-3050</u>		
<b>Fax</b>	<u>952-430-9937</u>		



## **Implementation of House Bill 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### **Filing Process:**

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

#### **Electronic Filing Application:**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **Frequently Asked Questions:**

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>



prior notice if Omnia is to assign the parties

*Appendix C, DOC # 4*

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Steven Bell, as an authorized representative of

Best Buy Stores, L.P., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Steven Bell  
Signature of Named Authorized Company Representative

11-23-2020

Date



**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and



(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### **APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ **SB** \_\_\_\_\_ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES \_\_\_\_\_ **SB** \_\_\_\_\_ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**



Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES N/A\* Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES N/A\* Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES N/A\* Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES N/A\* Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)



Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SB Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES SB Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES N/A\* Initials of Authorized Representative of offeror

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#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES N/A\* Initials of Authorized Representative of offeror

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#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).



Does offeror agree? YES N/A\* Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SB\*\* Initials of Authorized Representative of offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SB Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SB Initials of Authorized Representative of offeror

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**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

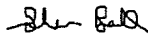
Offeror's Name: Best Buy Stores, L.P.

Address, City, State, and Zip Code: 7601 Penn Ave South, D-5, Richfield, MN 55423

Phone Number: 1-800-373-3050 Fax Number: 952-430-9937

Printed Name and Title of Authorized Representative: Steven Bell Senior Contracts Specialist

Email Address: Steven.Bell@bestbuy.com

Signature of Authorized Representative:  Date: 11-23-2020

\*Please note that Best Buy does not believe that these requirements will apply to any of the work it will perform under the contract as Best Buy does not accept federal funds at this time.

\*\*The Buy American Act generally does not apply to state and local procurements, including those funded with Department of Education Grants.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Best Buy Stores, L.P.  
Richfield, MN United States

**Certificate Number:**  
2020-693609

**Date Filed:**  
11/30/2020

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 4

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Solicitation Number 20-12  
Audio-Visual Equipment, Accessories & Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



### 6 UNSWORN DECLARATION

My name is Steven Bell, and my date of birth is 04/14/1959.

My address is 4455 West Branch Road, Mound, MN, 55364, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hennepin County County, State of MN, on the 30th day of November, 20  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



## General Company Information

Company Name:	Best Buy Stores, L.P.	Business Structure:	Limited Partnership
Doing Business As (DBA):	Best Buy Business	Business Classification:	Large Business
Correspondence & PO Address:	7601 Penn Ave South, D5	Federal Tax Classification:	C Corp (see W9)
City:	Richfield	Federal Tax ID (FEIN):	41-1822872
State:	MN	Subject to Backup Tax Withholding?	No
Zip Code:	55423-3645	Type of Business:	Retailer/Reseller
Country:	USA	<a href="#">About Best Buy</a>	
Main Phone:	1-800-373-3050	<a href="#">About Best Buy Business</a>	
Main Website: <a href="http://bestbuy.com/business">bestbuy.com/business</a>			
Code of Business Ethics: <a href="http://secure.ethicspoint.com/">secure.ethicspoint.com/</a>			
Financial Information: <a href="#">Annual Reports</a>			
Corporate Responsibility and Sustainability: <a href="http://corporate.bestbuy.com/sustainability/">corporate.bestbuy.com/sustainability/</a>			

## How Can We Help?

Best Buy Business and Education Account Management provides comprehensive, single-source technology solutions tailored to fit the needs and budget of your business. We work with you to find the right pairing of technology and services to help your business succeed. If you have questions or would like help with your order, please contact your Best Buy Business Account Manager directly or call **1-800-373-3050** to connect with a Business Technology Professional (Monday to Friday, 9 am to 5:30 pm Central Time).

## Customer Payment Options

Best Buy Business has a variety of payment options to meet your needs. Please speak to your Account Manager to learn about all of our options.

Typically, your account will be set up in one of two ways for payment and remittance:

1. MSTs/Best Buy Business Advantage Account (Net Terms)
2. Direct Payment to Best Buy prior to shipment made by check or wire

Based on your payment method, please follow the remittance directions on the following pages.

## MSTs/Best Buy Business Advantage Account (Net Terms) Supplier Setup 3rd Party Information

Best Buy and Best Buy Advantage Account issued by Multi Services Technology Solutions (MSTs) are two separate business entities. Some of our clients may have a need to set up two (2) separate accounts within their system of record to accurately remit payment to MSTs's Legal Entity when purchasing products and services from Best Buy using their NET Account. When this is required, Best Buy Stores, L.P. dba Best Buy Business, should still be listed as the Vendor/Supplier in your records and for Purchase Orders concerning Best Buy's products and services. MSTs may be set up as a commercial transaction processing service provider for credit and billing services related to Best Buy purchases.

Best Buy For Business offers products that may not be available at our retail stores. Product pricing, availability and offers may vary from our retail stores. BEST BUY, the BEST BUY logo, the tag design, GEEK SQUAD, BEST BUY FOR BUSINESS and the BEST BUY FOR BUSINESS logo are trademarks of BBY Solutions, Inc. © 2011 BBY Solutions, Inc. All Rights Reserved.

[Conditions of Use](#) | [Legal Conditions](#) | [Privacy Policy](#) | [Returns Policy](#)



## PAYMENT OPTIONS

### 1. MSTS/Best Buy Business Advantage Account (Net Terms)

MSTS Remit To Information		MSTS Electronic Funds Transfer (EFT) Info	
MSTS Accounts (Multi-Service Technology Solutions) Best Buy Business Advantage Account. Please make checks payable to Best Buy Business.		<b>Physical Address of Bank for EFT</b> JPMorgan Chase Bank, N.A. 2200 Ross Ave., 5th floor Dallas, TX 75201	
<b>Standard Check:</b>	Best Buy Business Advantage Account	<b>ABA RTN for ACH</b>	<b>103000648</b>
	PO Box 731247	<b>Checking Account #</b>	<b>837393818</b>
	Dallas, TX 75373-1247		
		ABA RTN for Wire	021000021
		Checking Account #	837393818
<b>Overnight Check:</b>	JP Morgan Chase (TX1-0029)		
	Attn: Best Buy Lockbox #731247	A/R Contact Name	<a href="mailto:customer.support@bbadvantage.com">customer.support@bbadvantage.com</a>
	14800 Frye Road	A/R Phone	1-800-201-4882
	2nd Floor	A/R Fax	913-217-9319
	Ft. Worth, TX 76155	A/R E-mail (remittance)	<a href="mailto:remittance@bbadvantage.com">remittance@bbadvantage.com</a>

- Please note that payments for NET accounts cannot be made using P-Cards or Credit Cards
- Standard MSTS terms are NET 30 upon approval. Prompt payment discounts are not available
- Multi Service Technology Solutions, Inc. (MSTS), a wholly-owned entity of World Fuel Services Corporation, a publicly-traded company, is the service provider of the Best Buy Business Advantage commercial payment program. MSTS's sole function is to furnish credit and billing services and may be treated similar to a financial institution holding an assignment of claims as an agent of Best Buy. Payments may be remitted to them for purchase orders issued to Best Buy Business. MSTS neither sells nor warrants in any respect any of the goods or services obtained from Best Buy locations.

Best Buy Stores, L.P. DBA Best Buy For Business should be listed as the Vendor/Supplier in your records.  
All other correspondence should be sent to the address found in the General Company Information Section.

### 2. Direct Payment to Best Buy prior to shipment made by check or EFT

Best Buy Remit To Information		Best Buy Electronic Funds Transfer (EFT) Info	
Products will not be shipped or delivered, and Services will not be performed, until payment is received by Best Buy in the form of Check, ACH transfer, Wire transfer or Credit Card. Please make checks payable to Best Buy Business.		<b>Physical Address of Bank for EFT</b> Bank of America 100 W 33rd St New York, NY 10001 SWIFT # BofA.US3N Beneficiary Name: Best Buy Co. Inc. Beneficiary Address: 7601 Penn Ave S, Richfield MN 55423	
<b>Standard Checks:</b>	Best Buy Business	<b>ABA RTN for ACH Transfers</b>	<b>071000039</b>
	6281 Paysphere Circle	<b>Checking Account #</b>	<b>5800989526</b>
	Chicago, IL 60674		
		ABA RTN for Wire Transfers	026009593
		Checking Account #	5800989526



To whom it may concern:

**Subject: Best Buy Business Vendor Registration and Explanation of Multi Service Technology Solutions Relationship**

It has come to the attention of Best Buy Business that some of our clients may have additional requirements to complete the registration setup process within their systems. This letter serves as an explanation of the Best Buy Business Advantage Account (Net Terms), which may be available to our clients through Best Buy's third-party financing company ("Financing Company") subject to Financing Company's approval and contractual terms established directly between the client and our Financing Company.

Our Financing Company, Multi Service Technology Solutions, Inc. (MSTS), a wholly-owned entity of World Fuel Services Corporation, a publicly-traded company, and is the commercial transaction processing service provider of the Best Buy Business Advantage commercial payment program. MSTS's sole function is to furnish credit and billing services, and MSTS may be treated similar to a financial institution holding an assignment of claims as an agent of Best Buy. Payments may be remitted to them for Purchase Orders issued to Best Buy when NET Terms are used. MSTS neither sells nor warrants in any respect any of the goods or services obtained from Best Buy locations.

For clients that make purchases exclusively with their NET Account, Best Buy Stores, L.P. or Best Buy Business should still be listed as the Vendor/Supplier in your records and for all Purchase Orders concerning Best Buy's products and services. Best Buy should be the point of contact for all matters related to the sale and use of those products and services. Payments should be made payable to "Best Buy Business Advantage Account" and contact information related to payments including the address for checks can be listed within our registration for those payments.

Some of our clients may have a need to set up two (2) separate accounts within their system of record to accurately remit payment to MSTS's Legal Entity when purchasing products and services from Best Buy using their NET Account. When this is required, Best Buy Stores, L.P. dba Best Buy Business, should still be listed as the Vendor/Supplier in your records and for Purchase Orders concerning Best Buy's products and services. MSTS can be set up as a commercial transaction processing service provider for credit and billing services related to Best Buy purchases. MSTS' information is as follows:

**Company Name:** Multi Service Technology Solutions, Inc. dba Best Buy Business Advantage Account

**Company Address:** P.O. Box 731247, Dallas, TX 75373-1247

**Federal Tax ID:** 46-1486267

**DUNS #:** 07-873-0188

**Phone Number:** 1-800-201-4882

**Fax Number:** 913-217-9319

**Remittance Advice:** [remittance@bbadvantage.com](mailto:remittance@bbadvantage.com)

**General Questions:** [customer.support@bbadvantage.com](mailto:customer.support@bbadvantage.com)

**Description of Products and Services:** Credit and Billing Services related to Best Buy purchases

**MSTS W-9:** Attached

<b>Wire Transfer</b> ABA: 021000021 Account # 837393818	<b>ACH</b> ABA: 103000648 Account # 837393818
<b>Online Bill Pay</b> Please complete EFT form	<b>Check by Phone / fax / email –</b> Contact Customer Service at 800-201-4882 Fax: 913-217-9319 Email: <a href="mailto:customer.support@bbadvantage.com">customer.support@bbadvantage.com</a>
<b>Overnight Check</b> JP Morgan Chase (TX1-0029) Attn: Best Buy Lockbox #731247 14800 Frye Road 2 <sup>nd</sup> Floor Ft. Worth, TX 76155	<b>Standard Mail Check and remit to address for MSTS accounts</b> Best Buy Business Advantage Account PO Box 731247 Dallas, TX 75373-1247

Best Buy Business Contract Management Team



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Best Buy Stores, L.P.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <b>5</b>  Exemption from FATCA reporting code (if any) <b>E</b>  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>7601 Penn Avenue South</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Richfield, MN 55423</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	1	-	1	8	2	2	8	7
								2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

*Rachelle A. Ricko*

Date ► **1-10-2020**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





February 26, 2018  
BEST BUY CO., INC.

Regarding: Account / Routing Number Confirmation

Please accept this letter as confirmation that according to our records, the account referenced below is maintained at Bank of America, N.A. with the following information:


Account number:	5800989526
Active ACH Blocks/Filters on file	YES
Routing number ACH/EFT	071000039
Routing number DOM. WIRES	026009593
SWIFT Code INTL WIRES	BOFAUS3N
Account Name:	BEST BUY CO., INC.
Account Address:	7601 PENN AVE SOUTH RICHFIELD, MN 55423

The information set forth above is as of 02/26/2018. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith. This letter is not to be quoted or referred to without the Bank's prior written consent. The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

If you have any questions, or require further assistance, please do not hesitate to contact us at 888-715-1000 X 57760

Thank you for banking with Bank of America; we appreciate your business.

Bank of America Merrill Lynch  
Treasury Fulfillment, Service & Operations

By:   
Name: Katrina M Edwards  
Title: Officer, Treasury F&S Advisor - Integrated





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 Attn: Minneapolis.CertRequest@marsh.com; f: 212-948-5382		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Best Buy Co., Inc. and its subsidiaries and affiliates including Best Buy Stores LP 7601 Penn Avenue South Richfield, MN 55423		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Greenwich Insurance Company <b>INSURER B:</b> XL Insurance America, Inc. <b>INSURER C:</b> XL Specialty Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>CN102682832-BB-GAWU-20-21</b>		<b>NAIC #</b> 22322 24554 37885	

**COVERAGES** **CERTIFICATE NUMBER:** CHI-009446629-01 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		RGE943757208  SIR applies per policy terms & conditions	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		RAD943757408	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00052668LI20A	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RWD943534608 (AOS (Excluding TX)) Stop Gap EL for ND WA WY PR	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Workers' Comp/ Employers Liability		RWR943534708 (AK, WI) RWE943534808 (NV, OH)	02/01/2020	02/01/2021	Limit: Same as above SIR: \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The above policies contain broad named insured endorsements to include all subsidiary companies of Best Buy Co., Inc. and broad additional insured wording (except Workers Compensation/Employers Liability) to include all contractors, subcontractors, vendors, landlords, mortgagees, trustees, lessees and any other person or organization contractually required to be named as an additional insured. Such insurance extends automatically. Waiver of Subrogation applies to general liability and workers' compensation insurance as required by written contract. The insured is a workers' compensation non-subscriber in Texas.

<b>CERTIFICATE HOLDER</b> Best Buy Co., Inc. and its subsidiaries and affiliates including Best Buy Stores LP 7601 Penn Ave. South Richfield, MN 55423	<b>CANCELLATION</b> <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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**Request for Taxpayer  
Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Multi Service Technology Solutions Inc</b>	
	2 Business name/disregarded entity name, if different from above <b>Best Buy Business Advantage Account</b>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>5</b> Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 731247</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Dallas, TX 75373-1247</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	6		-	1	4	8	6	2 6 7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>11/29/18</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its Instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



June 5th 2018

Multi Service Technology Solutions, Inc  
9800 NW 41st St  
STE 400  
Miami, FL 33178

Dear Sirs,

Thank you for your request for account and bank routing number information for Multi Service Technology Solutions, Inc. Please provide the below routing instructions for ACH and wire transactions to remitters who send transactions to the company account.

For accurate and timely processing of transactions, it is very important that remitters correctly identify the company account number and the applicable routing number.

**For ACH delivery:**

Bank Routing Number:	103000648
Account Number:	837393818
Account Name:	Multi Service Technology Solutions, Inc

**For Wire Transfers:**

Bank Routing Number:	021000021
SWIFT Code:	CHASUS33
General Bank Reference Address:	JPMorgan Chase New York, NY 10004
Account Number:	837393818
Account Name:	Multi Service Technology Solutions, Inc

[We are here to help.](#)

Please call me if you have any questions. Thank you for your business and the opportunity to serve you.

Sincerely,

*JoAnne Deboer*

JoAnne Deboer  
Client Service Sr. Associate  
JPMorgan Chase Bank, N.A.  
2200 Ross Avenue, 6th Floor, Dallas. TX 75201  
214.965.2484  
[joanne.deboer@jpmorgan.com](mailto:joanne.deboer@jpmorgan.com)

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The information in this letter is provided as an accommodation to the inquirer. This letter and any information provided in connection therewith are furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection therewith shall attach to Bank or any of its officers, employees, or agents, that this letter makes no representations regarding the general condition of the companies named herein, their management, or their future ability to meet their obligations, and that information provided in this letter or in connection therewith is subject to change without notice.





### Electronic Funds Transfer Authorization Form

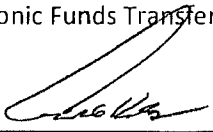
Multi Service Technology Solutions, Inc. ("MSTS"), doing business as Best Buy Business Advantage, operates the Best Buy Business Advantage Program on behalf of Best Buy Stores, L.P.

For all Best Buy Business Advantage Account invoices, please remit payment to the bank account indicated below by means of Electronic Funds Transfer. MSTS authorizes Best Buy Business Advantage customers to make payments to the bank account indicated below and cancel erroneous payments made to the bank account indicated below. Under no circumstances, does MSTS authorize any Best Buy Business Advantage customer to debit the bank account indicated below without the prior written consent of MSTS.

<b>Bank Name:</b>	JPMorgan Chase Bank N.A.
<b>Bank Routing Number/ABA:</b>	103000648
<b>Bank Account Number:</b>	837393818
<b>Bank Account Type:</b>	Checking
<b>Merchant Name:</b>	Multi Service Technology Solutions, Inc. dba Best Buy Business Advantage
<b>Bank State:</b>	Texas
<b>Bank City:</b>	Dallas
<b>Bank Address:</b>	2200 Ross Avenue, 5 <sup>th</sup> Floor
<b>Bank Zip:</b>	75201

**Authorization:**

With the signature below, MSTS is bound to abide by the information and terms set forth on this Electronic Funds Transfer form.



---

Date: 2/13/2020

Printed Name and Title: Curt Klus, CFO of MSTS



## Shipping Options and Policies

Best Buy Business makes every effort to ensure that your order is processed and shipped as quickly as possible. While the vast majority of orders arrive on schedule, please be aware that delivery may be impacted by product type, availability, warehouse locations, weather conditions, order hold status due to credit verification, or restricted, invalid or remote addresses.

All shipping items are subject to product availability. Once an item is in stock, you will be notified by e-mail that the order has shipped by the method selected at time of purchase. Partial in-stock orders may ship separately. Check with your Account Manager to confirm product availability at time of purchase. If you believe your shipment is lost, contact your Account Manager within 30 days of shipping notification.

### STANDARD DELIVERY METHODS AND TIMES

Orders placed for **in-stock items** before 10:00 a.m. PST (1:00 p.m. EST) Monday through Friday will normally ship the same day. Orders placed after that will ship the following business day. Orders placed after 10:00 a.m. PST (1:00 p.m. EST) on Friday will ship the following Monday.

Please note: delivery time may vary based on items ordered, order placement time and processing, plus shipping method selected.

<b>Ground</b>	Typically arrives in 4-7 business days
<b>3 Day</b>	Typically arrives in 3-4 business days
<b>2 Day</b>	Typically arrives in 2-3 business days
<b>Next Day</b>	Typically arrives in 1-2 business days

For products that are **not in stock**, the shipping terms will be indicated as follows:

<b>1-2 Weeks</b>	Product is temporarily out of stock and will be shipped once it arrives, estimated delivery time may exceed two weeks
------------------	---

For **licensing products** the shipping terms will be indicated as follows:

<b>Call to Order</b>	Call your Account Manager for estimated delivery time
----------------------	---

### APO/FPO DELIVERY

APO/FPO Delivery is required for orders being sent to a U.S. Army Post Office, U.S. Air Force location, or Fleet Post Office destination abroad. APO/FPO addresses are extensions of the U.S. Postal service for members of the armed forces stationed abroad. A valid APO/FPO state and zip code combination must be entered in the Ship To address. Special shipping restrictions may apply. For more information, please visit the Military Postal Service Agency online at <http://hqdainet.army.mil/mpsa/>.

### SPECIAL DELIVERY

Special Delivery is required for items that are oversized or overweight. These items will be shipped by truck and will be considered Outside Delivery service unless you specify additional needs as follows. All forms of Special Delivery require a Loading Dock or a Lift Gate. If you do not have a loading dock at your facility, then Lift Gate service is mandatory and will ensure that a truck with a Lift Gate capable of safely lowering your purchase to the ground is used for your delivery. Be sure to select Lift Gate if you do not have a loading dock. Inside Building delivery may be added to your Special Delivery, in which case the



driver will deliver the product inside your destination (home or office). Both Lift Gate and Inside delivery require separate charges in addition to the Special Delivery charge. The trucking company will contact you in advance and delivery will typically take 7-10 business days. The buyer or buyer's representative must be present at time of delivery to sign for the delivery.

*Eligible for Special Delivery* indicates that the quantity of a given item on your order qualifies for, but does not require Special Delivery. For items that are eligible, the customer may compare estimated shipping charges from various levels of service on the payment and shipping screen and choose a preferred method.

*Please review the information outlined below to determine the exact type of Special Delivery you require.*

**Outside Delivery:** The delivery team removes your item from the truck and leaves it nearby to complete the delivery. You are responsible for bringing the item inside the delivery location. If you would like your package to be brought into your delivery location, make sure you select the Inside Building delivery option from the list of shipment options on the purchase page.

**Inside Delivery:** The delivery team removes your item from the truck and brings it inside your building. Because Inside Building delivery requires extra time for the delivery team, an additional charge is required for this option.

**Loading Dock:** Your building is equipped with a loading dock. The delivery truck backs up to the loading dock and places your item onto the dock. If your delivery location is not equipped with a loading dock, make sure to select the Lift Gate delivery option from the list of shipment options on the purchase page.

**Lift Gate:** No loading dock is present at the delivery location. The delivery truck must be equipped with a lift gate to remove your item. Because the truck must be equipped with a lift gate, an additional charge is required for this option.

*To see how the different Special Delivery Options work in conjunction, please read the following information.*

**Loading Dock/Outside Delivery:** Your building is equipped with a loading dock; the delivery truck will back up to the loading dock and place your item onto the dock. You or your building's warehouse team is responsible for bringing the item inside the delivery location. This is the least expensive combination, but should only be selected for delivery locations with a loading dock.

**Loading Dock/Inside Delivery:** Your building is equipped with a loading dock. The delivery truck backs up to the loading dock and places your item onto the dock. The delivery team then brings your item inside your building. This combination only requires an extra charge for the Inside Delivery option and should be used for delivery locations with a Loading Dock only.

**Lift Gate/Outside Delivery:** No loading dock is present at your building. The delivery truck must be equipped with a lift gate to remove your item. The delivery team takes the item off the lift gate and leaves it nearby to complete the delivery. This combination only requires an extra charge for the Lift Gate option, and should be used for delivery locations without a loading dock.

**Lift Gate/Inside Delivery:** No loading dock is present at your building. The delivery truck must be equipped with a Lift Gate to remove your item. Once taken off the truck, the delivery team then brings your item inside your building. This combination is the most expensive because it requires extra charges for the Lift Gate option and the Inside Building delivery option. It should be selected for delivery locations without a loading dock that do require the delivery team to bring the item inside the delivery location.



### **WHITE GLOVE DELIVERY**

White Glove delivery is required for oversized and/or extremely fragile items that do not qualify for standard delivery. These items will be delivered inside the customer location specified. The items will be unpacked and the delivery team will remove the packaging material. The buyer or buyer's representative must be present at time of delivery to inspect and sign for the delivery.

### **GIFT CARD DELIVERY**

You should receive your Gift Card separately in the mail 4-7 days after your online order is confirmed. Gift Cards will be shipped by US Postal Service unless their value exceeds \$200, in which case, for tracking purposes they will be shipped by United Parcel Service.

### **ESTIMATED SHIPPING CHARGES**

In some cases, it is not possible to determine exact shipping charges at the time of checkout. These items will be temporarily marked with an estimated shipping charge designed to be as close to the actual cost as possible. After your order has been processed, we will confirm the shipping charges and notify you if there is any change from the estimated charge. Your transaction will not be processed until you have confirmed that the new shipping charges are acceptable.

### **SHIPPING LOCATION RESTRICTIONS**

Best Buy Business currently offers a variety of shipping options to service most locations within the U.S. Please note that all options may not be available in every area.

*We regret that we are currently unable to ship to P.O. boxes.*

## **Return & Exchange Promise**

### **Our Promise**

We at Best Buy work hard every day to enrich the lives of our customers through technology, whether you come to us online, visit our stores or invite us into your home. If you are not fully satisfied with your purchase, let us help you with a replacement, return or repair.

If you want to return or exchange your purchase, please know that you can return or exchange almost everything within 15 days for a full refund. Simply bring your item(s) to us with all contents and packaging, proof of purchase, and we will process your return or exchange. You can return or exchange cell phones, cellular tablets and cellular wearables within 14 days for a full refund. This return period also applies if you are a My Best Buy Elite or Elite Plus member.

### **Special Considerations**

#### **Connected and Wi-Fi Devices**

Please make sure that all data has been removed and the device is no longer linked to any cloud account or to any other device so that we may accept the return of this product. If you decide to return a phone or device with a carrier contract, you are responsible for canceling your service contract with the carrier, and for all carrier charges.

#### **Restocking Fee**

Some items we sell (see below for the detailed list) have a restocking fee if returned by any customer, including My Best Buy Elite and My Best Buy Elite Plus customers:



Product	Returns Fee
Cell Phones, cellular tablets and cellular wearables	\$45
Drones, DSLR Cameras and Lenses, Mirrorless Cameras and Lenses, leg & body recovery systems, Projectors, Projector Screens and Special Order Products	15% of item purchase price
There is no restocking fee if the product is unopened or if the purchase, and the return, both occur within: AL, CO, HI, IA, MS, OH, OK, SC and where prohibited by law. The restocking fee will be taxed in selected states.	

#### **How to return a major appliance:**

We want you to be satisfied with your purchase from us. Before you accept delivery of your major appliance please inspect it. If any issue exists, you may refuse delivery. Once you have accepted delivery (or if you brought the major appliance home yourself), you have 15 days to contact us regarding defects, damage or other issues. Please do not contact the store. Please call 1-800-304-1259 between 8 a.m. - 11 p.m. CT, 7 days a week.

#### **Entertainment products:**

Opened computer software, movies, music, video games, books, video game guides and sheet music can only be exchanged for an identical item.

#### **Apparel**

We are happy to accept returned apparel that has not been used, worn, laundered and has its original tags attached.

#### **Custom Orders**

Custom and personalized orders made specially for you are non-returnable. Custom Order items are items where a customer has requested specific attributes (e.g. finish, color, size) or where a manufacturer builds only to order.

#### **Privacy Protection**

Please remember to remove your personal data and other information from the products you are returning. To learn more about our privacy practices, please see our [www.BestBuy.com/privacy](http://www.BestBuy.com/privacy).

#### **Microsoft Office cards**

Cards that have not had their key code scratched off are returnable for 30 days for all customers (including My Best Buy Elite and My Best Buy Elite Plus customers).

#### **Returns info:**

- Items need to be returned in a like-new condition. Items that are damaged, unsanitary, dented or scratched may be denied a return.
- Please return items with all accessories and packaging. If you do not, we may either deny the return, or allow a return with a nonrefundable deduction on your refund for what is missing.
- If you received a discount or free item by purchasing multiple items together, you will lose that benefit if you do not return all items purchased.



- All Final Sale merchandise cannot be returned. Other nonreturnable purchases include custom orders, personalized orders, digital content, prepaid cards (including third-party gift cards), gift packaging, memberships, completed services, opened consumable items including batteries, cleaning agents, oils, fuel, ink and 3D printer filament.

**Returns lacking proof of purchase:**

Reimbursements on returns lacking proof of purchase may be denied or limited, and state sales tax and fees will not be reimbursed.

**BestBuy.com, Best Buy Express, Best Buy For Business and Best Buy Education Returns in Store**

Most products you buy on BestBuy.com, at a Best Buy Express location, or through Best Buy For Business or Best Buy Education can be returned at our stores.

**Export Regulations**

If you live outside the United States, please remember to comply with all U.S. Export Administration Regulations and control laws, and know that return shipments to Best Buy need to occur within the U.S.

**Returning Defective or Incorrect Items**

If you receive a product that is defective or that is not the product you ordered, please return it to a Best Buy store – and we'll arrange for a replacement. If you would rather return the item by mail, please call us for special instructions at 1-800-373-3050. We will cover all reasonable and customary ground shipping fees.

**Returns in Store**

Avoid shipping charges and receive a refund more quickly by returning your items to any Best Buy store within the United States.

1. Include all original packing and accessories. (If you don't have all the original packaging and accessories, that's okay. We can process a return with a small deduction on your refund for what's missing.)
2. Bring your receipt or packing slip.

**Returns by Mail**

You can return online purchases from Best Buy through the mail as long as they are shipped to us from within the United States.

To return an online purchase by mail:

1. Pack your return in the original shipping package, if possible.
2. Include the packing slip and return label, and indicate the reason for the return.  
Don't have a return label? [Print a return label now](#)
3. Include all original packaging and accessories.  
(If you don't have all the original packaging and accessories, that's okay. We can process a return with a small deduction on your refund for what's missing.)
4. Send your return to:  
Best Buy DC2464  
600 Park Loop Rd  
Suite D  
Shepardsville, KY 40165



For proof of delivery, we recommend that you return items via UPS or insured USPS. Best Buy does not accept international return and exchange shipments.

#### **Returning Mobile Phones and Devices with Plans**

If you decide to return a phone or device with a plan, you are responsible for canceling your service contract with the carrier, and for all carrier charges.

There are two ways to return your phone or device and cancel your service:

1. Return your device to a Best Buy store. Be sure to tell the store associate that you want to cancel your service. Carrier service cancellation policies may vary.
2. Call Best Buy Mobile at 1-877-702-2211 (6 a.m. to midnight, CT) for instructions on how to return the device by mail. Let the phone associate know that you want to cancel your service.

#### **Refund Method**

With a few exceptions, we will reimburse you for returned items in the same way you paid for them. If you prefer, you can make an exchange for the same item. If you paid more than \$800 in cash or more than \$250 by check or by a debit card without a major credit card logo, we will refund you by check within 10 business days. Any amounts deducted from a gift card will be credited to the gift card. If you no longer have the gift card used for an order, please call us at 1-800-373-3050, with your order number handy, and we'll be happy to send you a replacement.

#### **Pricing**

For information about our Pricing policies please see [BestBuy.com/Pricing](https://www.bestbuy.com/pricing).

*Best Buy may run tests of the Return & Exchange Promise in select locations and may amend these terms at any time.*

*Effective Date: September 8, 2019*



## **OUR PRIVACY COMMITMENT**

Best Buy Co., Inc.

The Best Buy Companies value the relationship we have with our customers and are committed to responsible information handling practices.

The Best Buy Companies operate businesses, retail stores and websites under the names, among others, Best Buy (BestBuy.com), Best Buy For Business/Best Buy Direct (BestBuyForBusiness.com), Best Buy Canada (BestBuyCanada.ca), Pacific Sales (PacificSales.com), Magnolia Audio Video (Magnoliaav.com), and Geek Squad (GeekSquad.com). Best Buy Co., Inc. is the parent company of the Best Buy Companies, and as such, if you provide information to any Best Buy businesses, stores or websites, this information may be combined or shared between current or future Best Buy Co., Inc. entities and subsidiaries.

Although our businesses, stores and websites have unique services and offerings, they share a similar privacy philosophy. The Best Buy Companies follow these privacy principles in our conduct in the collection, use, release and security of customer information both online and offline:

- Providing you NOTICE of our information practices.
- Giving you CHOICES about how your data will be used.
- Providing you the opportunity to UPDATE or CORRECT your personal information.
- Using information SECURITY safeguards.
- Limiting the SHARING of your information.
- Committing to COMPLYING with applicable privacy requirements.
- Providing you with means to CONTACT US about privacy-related issues.

Each member of the Best Buy Companies, and/or each website maintained by a member of the Best Buy companies, may have its own privacy policy, which it may modify as needed consistent with these principles.

## **PRIVACY POLICY**

### **Best Buy For Business/Best Buy Direct**

The following Privacy Policy describes the information and privacy practices for Best Buy For Business/Best Buy Direct call centers and BestBuyForBusiness.com (the Best Buy For Business and Best Buy Direct website). By doing business with our call center or website, you consent to the information practices described in this policy.

This Privacy Policy does not apply to other Best Buy websites, Best Buy retail stores or third party websites that may be accessible through the Best Buy For Business/Best Buy Direct website. Our site may contain links to other sites operated by third parties, including, but not limited, to third party sites that display the Best Buy trademarks. We encourage you to read the privacy policies of those other sites to learn how they collect and use information about you.

To assist you with reading through our Privacy Policy, we have provided answers to questions that you may find most important:

- What information does Best Buy For Business/Best Buy Direct COLLECT and how is the information USED?
- Does the Best Buy For Business/Best Buy Direct website use COOKIES OR OTHER TECHNOLOGIES to INDIRECTLY collect information?
- Does Best Buy For Business/Best Buy Direct SHARE the information I've provided?
- Do I have CHOICES regarding how my information is used for marketing purposes?
- How can I UPDATE or CHANGE my information?



- How does Best Buy For Business/Best Buy Direct SECURE my information?
- Whom can I CONTACT if I have questions or concerns?
- Will this Privacy Policy CHANGE?

## **WHAT INFORMATION DOES BEST BUY FOR BUSINESS/BEST BUY DIRECT COLLECT AND HOW IS THE INFORMATION USED?**

### **What information we collect.**

We collect business information such as your contact information (e.g., name, title, company name, industry, number of employees, e-mail address, etc.), billing/shipping information (credit card number, shipping address), or your preferences (product wish-lists, likes and dislikes relating to the products we may sell).

When submitting information about your business on an online form, we will identify which fields are required in order to fulfill your request. Additionally, our Web server automatically collects click-stream information such as the address (or URL) of the website that you came from before visiting our site, which pages you visit on our site, which browser you used to view our site and any search terms you have entered on our site.

### **When we collect information.**

When you are working with the Best Buy For Business/Best Buy Direct call center or visiting our website, we may ask that you provide certain information about yourself, your business or your organization. For example, we request information when you set up an account online, purchase products or services, schedule delivery or installation, join a frequent buyer program, participate in a sweepstakes, promotion or survey, contact us with a question or concern or participate in other activities.

In addition, when using our website, our servers may collect click-stream information as described above. We may also use third parties to provide us personal and other information to improve the accuracy of our customer database, to increase our understanding of our customers or to identify potential customers. To help us understand and enhance our interactions with you, we may also permit third parties (such as web analytic providers, advertising companies, and others) to collect personal and other information about your online activities over time on our websites and across other sites on the internet.

### **How the information is used.**

We use the information you provide in order to 1) fulfill requests for products, services or information, 2) administer shopping or reward club accounts, 3) provide customer services, 4) administer sweepstakes or promotions, 5) offer new products and services, 6) measure and improve the effectiveness of our website, our marketing endeavors or our services and offers, 7) tailor our online, catalog or phone offerings to your preferences, 8) administer surveys, 9) send marketing communications or 10) other business purposes.

## **DOES THE BEST BUY FOR BUSINESS/BEST BUY DIRECT WEBSITE USE COOKIES OR OTHER TECHNOLOGIES TO INDIRECTLY COLLECT INFORMATION?**

### **Cookies and other Technologies**

We use cookies to create a more personalized shopping experience for visitors to our site. A cookie is a small data file that a website may send to your browser and which may then be stored on your hard drive. Our website uses cookies to simulate a continuous connection.



Cookies let us "remember" information about your preferences and session, and allow you to move within areas of our website without reintroducing yourself. No personally identifiable information is stored in these cookies.

Our Web server automatically collects the address of the website that you came from before visiting our site, which browser you used to view our site, and any search terms you have entered on our site.

Our website may also use other technologies to track which pages on our website our visitors view. This non-identifiable click-stream data helps us understand how visitors use our website.

Our websites and mobile applications are not designed to respond to "do not track" requests from browsers.

### **Third Party Service Providers**

Our website may use third party service providers to serve ads, send e-mails, and analyze website traffic on our behalf. These companies may use technologies similar to those outlined above to measure the effectiveness of ads and e-mails. They may also use information about your visits to this website so we can provide advertisements about goods and services that may be of interest to your business or organization. For this purpose, we may also provide these third party service providers anonymous information about your site navigation and purchases.

### **DOES BEST BUY FOR BUSINESS/BEST BUY DIRECT SHARE THE INFORMATION I'VE PROVIDED?**

Best Buy For Business/Best Buy Direct does not sell or rent customer information to third parties. We may need to share information about your business or organization with third parties to perform services on our behalf such as; fulfilling our customer's orders, sending Best Buy For Business/Best Buy Direct marketing communications, delivering packages, scheduling and performing installation, servicing products, fulfilling subscription services, conducting research or surveys, sending regular mail and e-mail on our behalf, or processing credit card payments.

Best Buy For Business/Best Buy Direct is a business segment of Best Buy Stores, L.P., a member of the Best Buy Companies. As such, any information you provide to us either online or offline may be combined or shared between current or future Best Buy entities and subsidiaries. This Privacy Policy does not apply to any other Best Buy companies or subsidiaries. Any information shared with another Best Buy entity is subject to the privacy policy applicable to that entity. However, please be assured that any information received by any of the Best Buy Companies is handled according to Best Buy's Privacy Commitment.

We may be required to provide information about your business or organization in response to a valid court order, subpoena, government investigation, or as otherwise required by law. We also reserve the right to report to law enforcement agencies any activities that we, in good faith, believe to be unlawful. We may share information about your business or organization when we believe that such action is reasonably necessary to protect the rights, property, and safety of others and ourselves. We may also share your information in the event of a corporate sale, merger, reorganization, dissolution or similar event.

### **DO I HAVE CHOICES REGARDING HOW MY INFORMATION IS USED FOR MARKETING PURPOSES?**

Once we receive your information, Best Buy For Business/Best Buy Direct may begin marketing to you at any time. However, you always have the choice regarding whether or not you receive marketing communications from Best Buy For Business/Best Buy Direct. However, whether your business or



organization is receiving marketing communications from us or not, you can request to opt-out of any Best Buy For Business/Best Buy Direct marketing communications at any time.

To opt-out of receiving marketing communications from Best Buy For Business/Best Buy Direct, please do one of the following:

1. Follow directions on a marketing e-mail or direct mail communication from us.
2. Call 1-800-373-3050
3. Send an e-mail with your current contact information to [BBFBCustomerSupport@bestbuy.com](mailto:BBFBCustomerSupport@bestbuy.com)
4. Send a request with your current contact information to:

Best Buy Corporate Campus  
Attn: Customer Care/Privacy  
7601 Penn Avenue South  
Richfield, MN 55423-3645

If you send an e-mail or letter request, please be sure to include your full name, title, business or organization name, address, phone number and e-mail address and indicate specifically what type of marketing communications you wish to stop receiving. This will ensure we identify you correctly in our systems and accurately process your opt-out request.

We will take the appropriate steps to implement your request to opt-out. Please note that due to production and mailing timelines, it may take up to 10 business days for e-mails, up to six weeks for direct mail, and up to 30 days for the call center to make the requested change. Until that change takes effect, your business or organization may still receive marketing communications from us. Also, please note that you may still receive business-related communications such as order confirmations, product recall information or other administrative communications.

#### **HOW CAN I UPDATE OR CHANGE MY BUSINESS INFORMATION?**

Best Buy For Business/Best Buy Direct wants your information and preferences to be accurate and complete. We provide several different methods for you to update or change the information you give us.

To update or change your business or organization information:

1. If you've created an account on BestBuyBusiness.com, you can update your information after logging into your account.
2. Call 1-800-373-3050
3. Send an e-mail with your current contact information to [BBFBCustomerSupport@bestbuy.com](mailto:BBFBCustomerSupport@bestbuy.com)
4. Send a request with your current contact information to:

Best Buy Corporate Campus  
Attn: Customer Care/Privacy  
7601 Penn Avenue South  
Richfield, MN 55423-3645

#### **HOW DOES BEST BUY FOR BUSINESS/BEST BUY DIRECT SECURE INFORMATION ABOUT MY BUSINESS OR ORGANIZATION?**

Whether you are shopping online or working with the Best Buy For Business/Best Buy Direct call center, we have security measures in place to protect against the loss, misuse, unauthorized access and alteration of the information under our control.



**Safe Shopping Policy**

Because your credit card security is a high priority, we have taken numerous steps to ensure that your payment information is processed confidentially, accurately and securely. The Best Buy For Business/Best Buy Direct website uses encryption technology, such as Secure Sockets Layer (SSL), to protect your credit card information during data transport. SSL encrypts ordering information such as your name, address, and credit card number. In-store Web stations operate over a private, secure network.

**Choosing a Personal Password**

When you create an online account on the Best Buy For Business/Best Buy Direct website, you need to select a personal password that you will remember. It must be at least 6 characters. To maximize your level of protection, you should choose a combination of both letters and numbers. You are solely responsible for maintaining the secrecy of your passwords or any account information.

Although we cannot guarantee against any loss, misuse, unauthorized disclosure, alteration or destruction of data, we take reasonable precautions to prevent such unfortunate occurrences. We cannot ensure or warrant the security of any information you transmit to us by e-mail and you do so at your own risk.

**WHOM CAN I CONTACT IF I HAVE QUESTIONS OR CONCERNS?**

Please contact our Privacy Manager to report any known or suspected privacy or security breaches or to submit privacy-related questions or complaints. After receiving your inquiry, we will respond within five business days. You may contact us in the following ways:

1. Call 1-800-373-3050
2. Send an e-mail with your current contact information to [BBFBCustomerSupport@bestbuy.com](mailto:BBFBCustomerSupport@bestbuy.com)
3. Send a request with your current contact information to:

Best Buy Corporate Campus  
Attn: Customer Care/Privacy  
7601 Penn Avenue South  
Richfield, MN 55423-3645

**WILL THIS PRIVACY POLICY CHANGE?**

Because our websites and businesses will continue to implement new technologies and improve the services and features we provide, this Privacy Policy is subject to change. If there are changes or additions to this Privacy Policy, we will post those changes here or in other formats we deem acceptable, so that you will always know what information we collect online or offline, how we use it and what choices you have. If we change our information practices or this Privacy Policy in such a way that information about your business or organization may be used or shared in a different manner, we will give you the opportunity to opt-out of having your information used or shared in that new manner.



## Best Buy Direct

Best Buy For Business / Best Buy Education



### Field Services Terms

Throughout these Terms the words "you" and "your" refer to the purchaser (and their agents), and the words "we," "us" and "our" refer to Best Buy (Best Buy Stores L.P., its parents, subsidiaries, and affiliates), Geek Squad, and third-party service providers contracted by Best Buy to perform services on its behalf.

**AUTHORIZATION:** An adult at least 18 years old (19 in AL and NE; 21 in Puerto Rico) must be present to authorize and approve all work.

**SAFETY:** We require a safe working environment and reserve the right to refuse or reschedule service due to conditions we deem dangerous or unsafe, including but not limited to possible code violations, extreme temperatures, natural disasters, or other hazards - real or perceived. Some items to be hauled away may require additional equipment/personnel to safely remove, which may result in a delay or rescheduling of the haul-away.

**SERVICE:** We require full access to product to be serviced, access to the premises, your cooperation, and electrical power. Some services may not be performed if minimum system requirements are not met or technical needs are encountered (including wiring or overcoming physical/technical barriers) or other requirements are unusual or extensive as determined by us. Service may be denied and a cancellation fee charged if we arrive for a scheduled appointment and you do not have a site manager present or we determine that we do not have appropriate access or cooperation from you.

**LABOR ONLY:** Service does not include parts (e.g., wire, cable, mounts) except where specifically stated.

**ESTIMATES AND FEES:** We will provide an estimate of costs for work to be performed where service was not already purchased. You agree to pay up to the estimate amount. After product evaluation - but before service begins, we will obtain your approval for services that exceed your estimate.

**ADDITIONAL COSTS:** We will provide an estimate prior to performing work that requires an additional cost beyond the service already purchased. Additional costs and fees may apply to orders where the service required exceeds the scope of work for services already purchased and/or service performed outside of the standard service area as called out during the scheduling process. Additional costs are payable by check or credit card.

**PERMITS:** We will charge you at the time of installation the actual cost of any permit fee(s) required by local code or rule for the services performed.

**CANCELLATIONS/CHANGES:** You must notify us timely of any appointment cancellation/change. If a project is scheduled for eight or more hours a cancellation/change must be made at least 72 hours in advance of your scheduled appointment; for all other projects a cancellation/change must be made at least 24 hours in advance of your scheduled appointment. Cancellations/changes made outside these timeframes may be subject to a cancellation/change fee. If you need to cancel/change your order, please contact your Best Buy Direct Account Manager or call 1-800-GEEKSQUAD (1-800-433-5778).

**NON-REFUNDABLE:** Delivery fee is nonrefundable once delivery is completed. All other service fees (e.g., installation) are non-refundable once service begins.

**WORKSPACE CONDITIONS:** We are not responsible for moving any furniture or valuables. The work area must be free and clear of any obstacles or debris, and these items must be removed prior to our arrival.

**CABLE/SATELLITE/INTERNET:** Cable/satellite/internet installation should be completed prior to service so we can ensure proper integration. We are not responsible for signal strength or degradation due to faulty equipment or lines. If you or the cable/satellite/internet provider modifies any of our work you will be charged a minimum service fee of \$99.99 plus applicable taxes. You may also be charged for additional services to reestablish system functionality per the scope of work installation was performed under.

**PC/TABLET USE:** Some services may require access to your PC/tablet. We may use tools we deem necessary for diagnostics and repair, including remote access. We may install software that allows you to obtain additional technology services. For software installations, we may accept End User License Agreements on your behalf.

**YOUR DATA:** It is your responsibility to back up any data and software on your product and remove any media (e.g., memory card) before service begins. We will NOT back up any data/software unless you specifically request us to do so before any service begins and pay an additional fee. Whether or not you request data backup service from us, we are not liable for any loss/alteration/corruption of any data or media.

**TERMS CONTINUED ON BACK – PLEASE TURN OVER AND CONTINUE READING**



**OUTLETS:** We will not move, alter, or install electrical outlets. You must have any necessary electrical work performed prior to service.

**LATH AND PLASTER:** We cannot warrant that installations on lath and plaster walls will not result in wall cracks. We will try to eliminate the possibility, but due to the nature of that type of construction we are not responsible for any resulting damage to any wall from our services.

**PRODUCT PICK-UP:** If we remove your product for service and damage or loss occurs while in our custody, you are entitled to product repair, replacement, or reimbursement of the product's fair market value, as determined by us and at our sole discretion. Replacement may be made with a product with comparable quality and features.

**PRODUCT SECURITY:** You are solely responsible for securing your product upon delivery and protecting it against damage or loss.

**DISCLAIMER:** We will not be liable for any failure or delay in performance due to any cause beyond our control. If our ability to render services is impaired by you or circumstances beyond our control, we may elect to not provide services. For any un-installation services provided, we are not responsible for repairing any changes or damages made to the premises. We will not disassemble, deconstruct, or break down product for haul-away service even if necessary for removal.

**LIMITATION OF LIABILITY AND RELEASE:** Except for direct property damage resulting from our negligence, under no circumstances will we be liable for any incidental, consequential, indirect, or special damages resulting from our services, including but not limited to loss of use, media loss, data loss/alteration/corruption, lost business/profits/earnings/goodwill, or expenses to recover/restore/recreate any data/software. You affirmatively release and hold us harmless from any loss, liability, or damage that you, or the owner or lessee of the premises, may suffer - including but not limited to any premises alterations (e.g., changes to walls, base boards, floors). Some states do not allow limitations or releases on liability, so this limitation of liability and release may not apply to you.

**LABOR WARRANTY:** We provide a 90-day warranty on Audio/Video services and a 30-day warranty on IT/computing services - excluding virus/malware removal or software repairs. If a service call is needed within the applicable warranty period, you will be charged \$99.99 plus applicable taxes at the time of scheduling - which will be refunded to you if we determine, at our sole discretion, that there was a defect in our workmanship. This warranty begins from the date of service completion.

**PHONE CALLS:** We will call you at the phone number you provided (including any mobile numbers) to inform you about order status, scheduling, and service requirements. Calls may be live or pre-recorded and made via automated dialing system. Voice and Data rates may apply.

**I VERIFY THAT I HAVE READ AND AGREE TO THESE TERMS.**

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Purchaser

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Date



## Sales and Warranty

**1. Accepted Order.** "Accepted Order" means the commercial documents, including but not limited to any quote provided by Best Buy, if applicable, and the order confirmation, issued by Best Buy (in writing or electronically) that sets forth the Products and Services and related terms, including prices and fees, being offered to Customer which Customer agrees to purchase.

**2. Products.** Best Buy agrees to provide to Customer the Products described in the Accepted Order.

**a. Product Warranty.** Best Buy's sole obligation, and Customer's exclusive remedy, for any defect or nonconformity in the Products shall be for Best Buy to cooperate with Customer to provide it with the benefit, if any, of the warranty and support commitment of the third-party manufacturers and suppliers of the Product. Customer expressly waives any claim against Best Buy for any failure of the Product. Customer may independently seek to obtain directly from the manufacturers of the Product maintenance or repair of the Product under any warranty or guarantee provided by such manufacturer. Customer acknowledges, unless Customer obtains separate service agreements with such manufacturers and suppliers or other third party covering maintenance or repair of the Product at the Location (as defined in Section 4 below), that such manufacturers and suppliers may require Customer to deliver defective Product to their authorized service centers for maintenance or repair. Best Buy does not warrant the merchandise in any way and the only warranties on the merchandise are those provided by the Manufacturer.

**b. Returns.** Products sold to Customer under this Agreement are subject to Best Buy's standard return policy which can be found at [www.bestbuybusiness.com](http://www.bestbuybusiness.com) and which is subject to change from time to time. The return policy in effect at the time of purchase will apply to such purchase. Some products may not be returnable, including, but not limited to, labor charges, delivery charges, completed Geek Squad installation services, consumable products, items that have been damaged or abused, items missing accessories, personalized items, opened software, and configured to order and special order products. Best Buy reserves the right to deny any return or exchange. If Best Buy in its sole discretion chooses to accept a return on an exception basis, Customer agrees that such return will be a one-time exception and Best Buy will not be required to accept future returns. Upon the expiration of the thirty (30) days after arrival at the destination specified on Accepted Order the goods and/or services specified in the Accepted Order are deemed accepted.

**3. Services.** Best Buy agrees to perform the Services described in the Accepted Order at the location designated in the Accepted Order ("Location").

**a. Limitations to Service.** Best Buy shall not be liable for any failure or delay in performance due to any cause beyond its control. Best Buy and/or its third party services providers reserve the right to refrain from providing any or all services



ordered and instead refund Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirement of the Customer is unusual or extensive and beyond the scope of this agreement as determined by Best Buy.

**b. Service Warranties.** In the performance of the Services, Best Buy (including its employees, agents, and subcontractors) will (i) perform in accordance with industry standards and methods; (ii) be knowledgeable regarding all applicable safety regulations and practices; and (iii) be licensed under all applicable laws, rules and regulations (if any). Best Buy warrants its labor for thirty (30) days following completion of the Services.

#### **4. Payment Terms**

**a. Standard Payment Terms.** For each order, Best Buy shall provide an itemized list of pricing and fees to Customer for Product and Services. Amounts owed to Best Buy are due at the time of order. Customer acknowledges that Products will not be shipped or delivered, and Services will not be performed, until payment is received by Best Buy in the form of check, ACH transfer, wire transfer or credit card.

**b. Extended Terms.** Net 30 day terms may be available to Customer through Best Buy's third party financing company ("Financing Company") subject to Financing Company's approval and contractual terms established directly between Customer and Financing Company.

**c. Taxes.** Customer shall be responsible for applicable sales, use and property taxes on Product and Services.

**5. Trademarks and Logos.** This Agreement does not grant either Party any right to use or display the other Party's name, logo or other trade names or trademarks without the prior written consent of the other Party.

**6. Indemnification.** Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party (and its affiliates and their respective officers, directors, employees and agents) (collectively, the "Indemnified Party") from and against any and all third party losses, costs, obligations, liabilities, damages, actions, suits, claims, demands, liens, encumbrances, security interests, settlements, judgments, and other expenses (including, but not limited to, cost of defense, settlement, and reasonable attorneys' fees) arising from Indemnifying Party's: (a) breach of this Agreement; (b) failure to comply with applicable laws, regulations or ordinances; or (c) gross negligence or willful misconduct in connection with its performance under this Agreement. A Party's right to indemnification under this Agreement is conditioned upon the following: Indemnified Party must provide prompt written notice of any claim, action or demand for which indemnity is sought; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and such reasonable cooperation by the Indemnifying Party, at the Indemnifying Party's request and expense, in defense of the claim.



**7.**     Disclaimer of Warranties.   EXCEPT AS EXPRESSLY STATED HEREIN BEST BUY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE PRODUCTS AND SERVICES WHICH ARE THE SUBJECT OF THIS AGREEMENT, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

**8.**     Limitation of Liability.   Except for indemnification obligations, Customer agrees that under no circumstances shall Best Buy be liable to Customer or any other person or entity for any indirect, incidental, special or consequential damages, expenses, costs, profits, lost savings or earnings or other liability arising out of, or related to, this Agreement. It is Customer's responsibility to back up the software and data that is stored on Customer's computers hard disk drive(s) and/or on any other storage devices Customer may have and Best Buy shall not be responsible at any time for any loss, alteration or corruption of any software, data or files. Best Buy shall not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to Customer by Best Buy. Best Buy's maximum liability to Customer arising from or related to this Agreement shall be limited to the sums paid by Customer to Best Buy under this Agreement. No suit or action shall be brought against Best Buy more than one (1) year after the accrual of such cause of action.



**City of Fellsmere City Council  
Agenda Request Form**

Meeting Date: February 15, 2024

Agenda Item No. 13(h)

☐ PUBLIC HEARING  
☐ Ordinance on Second Reading  
☐ Public Hearing

☐ RESOLUTION  
☐ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

**SUBJECT:** Work Authorization with Haley Ward, Inc. to provide plan related services related to the Recreated Train Village project.

**RECOMMENDED MOTION/ACTION:** Approve Work Authorization #2 with Haley Ward, Inc.

**Approved by City Manager** Mark Onofre **Date:** 2-7-24

<b>Originating Department:</b> Grants	Costs: \$19,700.00 Funding Source: ARPA funds	<b>Attachments:</b> Work Authorization #2 Scope of Services
Department Review: <input checked="" type="checkbox"/> City Attorney Warren Dill <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> Utilities _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u>  Please initial one.

Submittal information: Council meets on the first and third Thursdays of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore, the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

**Summary Explanation/Background:**

John O. Smith of Haley Ward, Inc. will be providing professional services relative to recertification of existing Civil Plans for the Recreated Train Village to meet current codes and standards, as well as integration of a new building into the plans, and provision of plan enhancements. This work will improve accessibility, safety, and overall functionality of the project area.

This project is supported locally through the ARPA funding. With this contract and contracts with the civil and landscape designers, the project will be ready for bid if grant funding is awarded this summer through the Cultural Facilities grant application. If no grant is awarded, staff will seek permission to construct some of the buildings using local funds and ARPA funds.



**CITY OF FELLSMERE**

**WORK ORDER NO. 2**

**NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT**

**Professional:** Haley Ward

**Project Title:** Fellsmere Train Village

**Type of Work (check all that apply):**

☐ General Consulting

☒ Code Plan Review

☐ Ordinance/Rule Development

☐ Studies and Reports

☐ Expert Witness

☐ Other

☐ Preliminary Design (30%)

☐ Design Development (60%)

☒ Construction Documents (100%)

☐ Bid Services

☐ Construction Engineering Inspection

☐ Surveying

**Attachments:**

☒ Scope of Work

☒ Costs

☒ Schedule

**Acknowledgements**

☒ Professional is in receipt of the project-related Program Statement

☐ Professional is in receipt of the project-related Total Project Budget

The Professional shall assist the City of Fellsmere with professional services for the Project. This Work Order authorizes the work described herein in accordance with the terms of the Non-Exclusive Professional Services Agreement. The work is outlined in the attached Scope of Work, schedule and costs and shall not exceed \$19,700 without prior written consent.

**Haley Ward**

**City of Fellsmere**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print Name & Title)

\_\_\_\_\_  
(print name & Title)

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





**HALEY WARD®**

ENGINEERING | ENVIRONMENTAL | SURVEYING

November 30, 2023

Mark D. Mathes  
City Manager  
City of Fellsmere  
22 S. Orange Street  
Fellsmere, FL 32948

**Re: Fellsmere Train Village  
Proposal/Task Order for Engineering Services**

Dear Mr. Mathes;

Haley Ward is pleased to provide this proposal to provide services to the City for the support of the development of the Recreated Train Village. The project involves the construction of five historic train buildings that once served Fellsmere. Together the buildings create the Recreated Train Village which will be operated as a walk-through museum and cultural event space.

The scope of work encompasses the recertification of existing Civil Plans to meet current codes and standards, the integration of a new building into the plans, and the enhancement of site amenities. Key enhancements include extending the pedestrian trail to N. Broadway, creating a fire lane for safety, adding on-street parking on South Carolina Street, and collaborating on a detailed design. The project aims to improve accessibility, safety, and overall functionality in the designated area.

## **SCOPE OF SERVICES**

### **Scope of Work: Civil Plans Recertification and Site Enhancements**

#### **1. Permit review**

- a. Evaluation of the permit status and, based upon the results of this review, provide a separate scope to negotiate an update of the permits with the various agencies.

#### **2. Recertification of Existing Civil Plans**

- a. Conduct a comprehensive review and update of the existing Civil Plans to align with the latest building codes and regulations.

MMathes | 30NOV2023 | 2011487 | Page 1

13041 McGregor Boulevard, Fort Myers, FL 33919  
T: 239.481.1331 | [HALEYWARD.COM](http://HALEYWARD.COM)







- b. Appoint a new Engineer of Record (John O. Smith, P.E.) to oversee the recertification process and ensure compliance with current standards.
- 3. Engineer's Cost Estimate**
  - a. Includes quantity take-off, value engineering recommendations, and quality control design program.
- 4. Incorporation of New Building (Depot at end of Broadway)**
  - a. Integrate the new building (Depot) into the updated Civil Plans, ensuring proper infrastructure and utilities connections.
- 5. Trail Design Enhancement**
  - a. Extend the trail design to create an approximately 600 LF, 12' wide pedestrian trail from Babcock to N. Broadway, addressing the current design gap.
- 6. Fire Lane Development**
  - a. Design and implement a 20' wide, grassed stabilized fire lane to enhance safety and access within the project area.
- 7. On-Street Parking Addition (South Carolina Street)**
  - a. Introduce parallel on-street parking on South Carolina Street to optimize parking options in the vicinity.
- 8. Plaza Design Collaboration**
  - a. Collaborate with Lucido & Associates to develop a detailed plaza design that complements the project's aesthetics and functionality.

## COMPENSATION

We propose to undertake the above Scope of Service for the **lump sum project fee of \$19,700**. This fee includes labor, report preparation, and reimbursable expenses. Costs for this project will be invoiced monthly, based on the work completed during the invoice period.

Haley Ward prepared the projected cost estimate based on our understanding of your project and similar projects. These costs include all charges for labor, materials, expenses, production, communication, and other cost necessary to perform the indicated service. Invoices for services will be issued monthly based on the attached Schedule of Charges for personnel for actual time expended, plus reimbursement of direct expenses incurred.

## IMPLEMENTATION

Haley Ward is ready to commence work as soon as a signed agreement is received. The anticipated timeline for completing this project is four (4) weeks. Please be aware that our office will be closed during the Christmas and New Year holidays, so we anticipate an additional week for completion during that period.





If you have any questions concerning this proposal or if additional services are needed, please contact me at (239) 481-1331 or via email at [j.smith@haleyward.com](mailto:j.smith@haleyward.com). We appreciate this opportunity to be of service to you.

Sincerely,  
**Haley Ward, Inc.**

John O. Smith, P.E., BCEE  
Regional Manager of Municipal Infrastructure

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**City of Fellsmere City Council  
Agenda Request Form**

Meeting Date: February 15, 2024

Agenda Item No. 13(i)

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input checked="" type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|---|--|

**SUBJECT:** Requests for Proposals for Broadband Deployment.

**RECOMMENDED MOTION/ACTION:** Select preferred Vendor for Broadband Deployment.

**Approved by City Manager** *Mark Mathis* **Date:** 2-7-24

<b>Originating Department:</b>	Costs: TBD Funding Source: ARPA Acct. #	<b>Attachments:</b> RFP Comparison Matrix TBP RFP Received TBP
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u>  Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

**Summary Explanation/Background:**

Over the past few years the City and Indian River County have been coordinating grant funding and a plan of deployment for broadband services in underserved areas of the City and adjoining unincorporated areas of Indian River County. The City has released a Request for Proposal (RFP) for internet providers to formalize a design-build public private partnership (PPP) resulting in an expanded broadband network.

Due to the time constraints, this agenda item was drafted prior to bid opening and the responding firms will be reported to Council at the meeting, A review committee comprised of County and City staff reviewed the proposals, and the Staff recommended vendor will also be reported at the Council meeting.

Upon selection of a preferred vendor by Council, a contract will be drafted based on the final scope negotiated with the Vendor based on the timeline shown below.

Feb. 16 – Mar. 11, 2024	Negotiation with selected firm
April 4, 2024	Approval of agreement and price by City Council
April 4, 2024	Effective date of agreement

At this time, the plan envisions one conduit in each trench since with the small service area and customer base, the demand for services may not suffice for a large number of providers, especially smaller regional internet providers.

Selection criteria used in the evaluation is provided on the next page.



Meeting Date: February 15, 2024

Agenda Item No.

**City of Fellsmere City Council**  
**Agenda Request Form - continued**  
**Discussion of Broadband Deployment.**

**RFP RESPONSE REQUIRED ELEMENTS**

- A. **Section 1:** Provide a Letter of Transmittal on company letterhead stating why the Proposer is interested in developing a partnership with the City of Fellsmere and Indian River County and provide a listing of any requirements listed in this RFP that it is unable to meet.
- B. **Section 2:** Provide a project organizational chart of the business showing how the initiative will be organized. Provide an overview of the Proposer's organization, services, partners, resources, and capabilities. Provide details on the company's (or its shareholders') knowledge, experience, and operations within the broadband telecommunications industry and, if applicable, infrastructure development in the region, as well as key expertise that qualifies it to be considered for this project. Demonstrate any similar arrangements with municipalities, electric utilities, or other public-private partnerships.
- C. **Section 3:** If a current broadband provider, include an overview of your products and services, operations, total subscriber count, type of services (business/residential), local presence in the region and other markets served. Provide a synopsis of the company's plan for community engagement including provisions for service to low-income families and involvement in the community outside of broadband service delivery. Although not required, please note within the proposal if secondary, long-term, government-owned parallel facilities are included within the proposal for a future city-government broadband and communication network in select areas of the Study Area.
- D. **Section 4:** Provide information that demonstrates the ability of the business to provide the capital financing required to implement a proposed system design. This section should also identify how the funding contributions of the City of Fellsmere and separately Indian River County are to be utilized. The proposal shall contain an exhibit reflecting the extent of service that is expected to be delivered by the city and county funding with additional extent from the applicant's sources of funds. Each funding source shall be allocated to unique network components with no overlap. A project timeline shall be included reflecting the time to complete each separate phase of the project (assessment, design, and construction).
- E. **Section 5:** Include a detailed narrative that clearly and completely addresses the project goals, objectives and desired outcomes as illustrated in this document with particular emphasis and detail given to the information provided in sections three (3) and seven (7) of this RFP.
- F. **Section 6:** Define the roles and responsibilities for the Proposer, the County, and the City of Fellsmere, if any, including any other requirements. Define how the Proposer's proposal will comply with local, state, and federal regulatory requirements and demonstrate that the interested parties possess all federal, state and/or local qualifications/licenses to construct the facilities and provide services in the City of Fellsmere.
- G. **Section 7:** Provide a minimum of three (3) industry/municipality references that demonstrate the Proposer's ability to successfully plan, implement and deploy broadband networks products and services using innovative public and/or private environments.
- H. **Section 8:** Provide any additional supporting information, documentation or materials that illustrate the qualifications and ability of the proposer to meet the goals, objectives and requirements outlined in this Request for Qualifications.

**EVALUATION TEAM AND RFP SCORING CRITERIA**

1.	Relevant experience and qualifications	Max 20 points
2.	Service Area	Max 25 points
3.	Timeline of service delivery	Max 20 points
4.	Overall Quality of Submission/ Completeness of Submission	Max 15 points
5.	References	Max 10 points
6.	Financial Plan/Soundness	Max 10 points



**City of Fellsmere City Council  
Agenda Request Form**

Meeting Date: Febraury 15, 2024

Agenda Item No. 13(j)

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|--|---|

**SUBJECT:** Contract with C.A.P. Government, Inc. to provide Nonexclusive building permit services.

**RECOMMENDED MOTION/ACTION:** Authorize Mayor to Execute Contract with C.A.P. Government, Inc. to provide Nonexclusive building permit services.

**Approved by City Manager** *Mark Mathis* **Date:** 2-7-24

<b>Originating Department:</b>	Costs: Hourly as needed Funding Source: CDD Acct. #	<b>Attachments:</b> Service Agreement w/ Piggyback
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input checked="" type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u>  Please initial one.

Submittal information: Council meets on the first and third Thursday's of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

**Summary Explanation/Background:**

The City Council has directed hiring an in-house Building Official and previously authorized an in-house Permit Clerk. Under normal circumstances, these staff positions can address all building permitting services. To provide overflow capacity, Council has directed that the City enter into nonexclusive contracts with vendors who provide building permitting services to assist city staff during times of absence or when additional capacity is needed during heavy workflows.

CAPS Government, Inc. provides building permitting services including Building Official, Plan Review, Inspection, and Fire Review. They can also assist with Special Event inspections, Code Enforcement support, and other building and fire related services including after major disasters for damage assessments.

Staff anticipates additional vendors to provide even more overflow capacity. This initiative may also result in a change to the software used to manage the building permit process. Staff is evaluating options now and will bring back options at a later date.

Finally, the timeline for this change is provided below.

- In-house Building Official – target hire date is end of March.
- In-house Permit Clerk – already in place and performing.
- Safebuilt Transition – 90-day notice expires on April 15, 2024.
- CAPS Commencement – April 15, 2024 (CAPS will use time from 2/15 to 4/15 to get up to speed on pending permits and city processes.
- Building Permit Software Decision – March 1, 2024.
- New Building Permit Software (if needed) – March 7, 2024.
- Software Implementation (if needed) – 3/7 to 4/15.
- Going Live end of April 2024.



**SERVICE AGREEMENT FOR PLAN REVIEW AND  
BUILDING INSPECTOR SERVICES  
BETWEEN THE CITY OF FELLSMERE AND  
C.A.P. GOVERNMENT, INC. (Piggyback Competitive Award)**

THIS SERVICE AGREEMENT FOR PLAN REVIEW AND BUILDING INSPECTOR SERVICES (hereinafter "Agreement") is made and entered into as of the date last entered below by and between the City of Fellsmere, Florida, a Florida municipal corporation with a mailing address of 22 South Orange Street, Fellsmere, Florida 32948 (hereinafter "City") and C.A.P. Government, Inc., a Florida profit corporation with a principal address of 343 Almeria Avenue, Coral Gables, FL 33134 (hereinafter "CAP"). City and CAP may also be referred to herein as a "Party" or collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, the City wishes to enter into this Agreement with CAP to acquire plan review and building inspector services; and

**WHEREAS**, the Parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement City of Palm Bay and CAP in accordance with the Service Agreement for IFB No. 09-0-2021/SZ Plan Review and Building Inspector Services, a copy of which is attached hereto as Exhibit "A" and adopted by the Parties, together with all contract renewals and amendments (hereinafter collectively the "Palm Bay Agreement"), except as amended hereby; and

**WHEREAS**, Section 166.011, Florida Statutes, Municipal Home Rule Powers Act, Article VIII, Section 2(b), Florida Constitution, and Section 287.057, Florida Statutes, authorize the City to piggyback the purchase of goods and services from state and agency contracts within certain codified guidelines, which in this case have been met; and

**WHEREAS**, the City Manager has determined that piggybacking the Palm Bay Agreement serves a municipal purpose as the most expeditious and economically advantageous way to procure mail processing equipment in a timely manner to protect the public health, safety, and welfare of the citizens of the City.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1. Recitations. The foregoing "WHEREAS" clauses are hereby adopted and incorporated herein.

Section 2. Term of Agreement. The term of this Agreement commences upon full execution hereof and continues through the initial term of the Palm Bay Agreement, unless terminated early or extended by its terms.



**Section 3. Contract Provisions.** CAP agrees to provide to the City similar services that it agreed to provide in the Palm Bay Agreement for the City as evidenced by the proposal submitted to the City dated October 2, 2023, a copy of which is attached hereto as Exhibit “B” and incorporated in its entirety into this Agreement for all purposes as provided above, subject to amendment as provided in this Agreement. In the event of a conflict between the Palm Bay Agreement and this Agreement, this Agreement shall control. The following provisions are included as supplementary to or amending the Palm Bay Agreement in addition to all other provisions hereof:

A. **SUBSTITUTION.** City of Fellsmere shall be deemed substituted for the City of Palm Bay with regard to any and all provisions of the Palm Bay Agreement, including by example, and not limitation, with regard to insurance, indemnification, licensing, suspension of services, termination, disputes and ownership of documents (deliverables). All recitals, representations, and warranties of CAP made in the Palm Bay Agreement are restated as if set forth fully herein and deemed made for the benefit of City.

B. **PUBLIC RECORDS.** Section “10” of the Palm Bay Agreement is hereby deleted in its entirety and replaced with the following:

#### **10. PUBLIC RECORDS**

The City is a “public agency” subject to Chapter 119, Florida Statutes. CAP shall comply with all applicable public records laws:

**IF CAP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAP’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 22 S. ORANGE STREET, FELLSMERE, FLORIDA 32948, (772) 646-6301, [CITYCLERK@CITYOFFELLSMERE.ORG](mailto:CITYCLERK@CITYOFFELLSMERE.ORG).**

- 1) CAP shall comply with the public records law, specifically to:
  - a. Keep and maintain public records required by the City to perform under the Agreement.
  - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119.07, F.S., or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CAP does not transfer the records to the City.
  - d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of CAP or keep and maintain public records required by the City to perform under the Agreement. If CAP transfers all public records to the City upon completion of the



Agreement, CAP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CAP keeps and maintains public records upon completion of the Agreement, CAP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 3) Requests for public records shall be processed as follows:
  - a. If CAP receives a request to inspect or copy public records relating to the City's Agreement with CAP, CAP shall advise the requesting party that the request must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify CAP of the request, and CAP must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
  - b. If CAP does not comply with the City's request for records, the City shall enforce the Agreement provisions in accordance with the Agreement.
  - c. Should CAP fail to provide the public records to the City within a reasonable time, CAP may be subject to penalties under Section 119.10, Florida Statutes.
- 4) Failure of CAP to comply with these requirements shall be a material breach of this Agreement, for which the City shall have the right to immediately terminate the Agreement. This section shall survive the termination of the Agreement.

C. **VENUE.** Venue for resolution of any dispute arising from or under this Agreement or its performance shall be in Indian River County, Florida and all actions and proceedings arising from or under this Agreement or otherwise related to the subject matter of this Agreement shall be in the court of the State of Florida in Indian River County, Florida, which court shall have exclusive jurisdiction for such purpose.

D. **NOTICE.** Section "18" of the Palm Bay Agreement is hereby deleted in its entirety and replaced with the following:

### **18. NOTICES**

Any notice required or that may be given under, or documents (invoices, etc.) required to be provided pursuant to, this Agreement shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, as provided below:

For City:	Mark Mathes, City Manager City of Fellsmere 22 S. Orange Street Fellsmere, Florida 32948
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For CAP: C.A.P. Government, Inc.  
 Attn: Carlos A. Penin, PE  
 27 Waterview Drive MSC 27-3C  
 Shelton, CT 06484

Any notice shall be deemed given upon delivery unless the notice is returned as being “refused,” “moved, not forwardable,” or “unclaimed,” or is otherwise not delivered or deliverable through no fault of the person sending the notice, whereupon by the notice shall be deemed given as of the date it is mailed or sent. A Party may change their foregoing address by providing written notification to the other in the manner provided herein.

E. **ENTIRE AGREEMENT.** Section “21.10” of the Palm Bay Agreement is hereby deleted in its entirety and replaced with the following:

21.10 This Agreement, including Exhibits “A” and “B”, and the Palm Bay Agreement, including Exhibits “A” and “B”, contain all of the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party hereto.

F. **CONFLICT.** In the event there is a conflict or inconsistency between any of the requirements in this Agreement and the Palm Bay Agreement, this Agreement will prevail to the extent of the conflict or inconsistency.

G. **PUBLIC ENTITY CRIME STATEMENT.** 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 contractor 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, independent contractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

H. **NON-APPROPRIATION.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by the City under this Agreement, the City shall notify CAP that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the City.

I. **PROHIBITION AGAINST CONTINGENT FEES.** CAP warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CAP, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CAP any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.



**J. COUNTERPARTS.** This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement, and each party agrees that its signature, whether transmitted by email, facsimile, or by other duplicate, shall be binding as if it is on any signature of the party to be bound.

**K. SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the dates entered below and each Party's respective signatory whose signature appears below hereby warrants and represents that such signatory has been and is on the date of execution of this Agreement duly authorized to execute this Agreement on behalf their respective Party.

**C.A.P. GOVERNMENT, INC.,** a  
Florida profit corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST:

**CITY OF FELLSMERE, FLORIDA**

By: \_\_\_\_\_  
Maria Suarez-Sanchez, City Clerk

By: \_\_\_\_\_  
Joel Tyson, Mayor

[SEAL]

Dated: \_\_\_\_\_

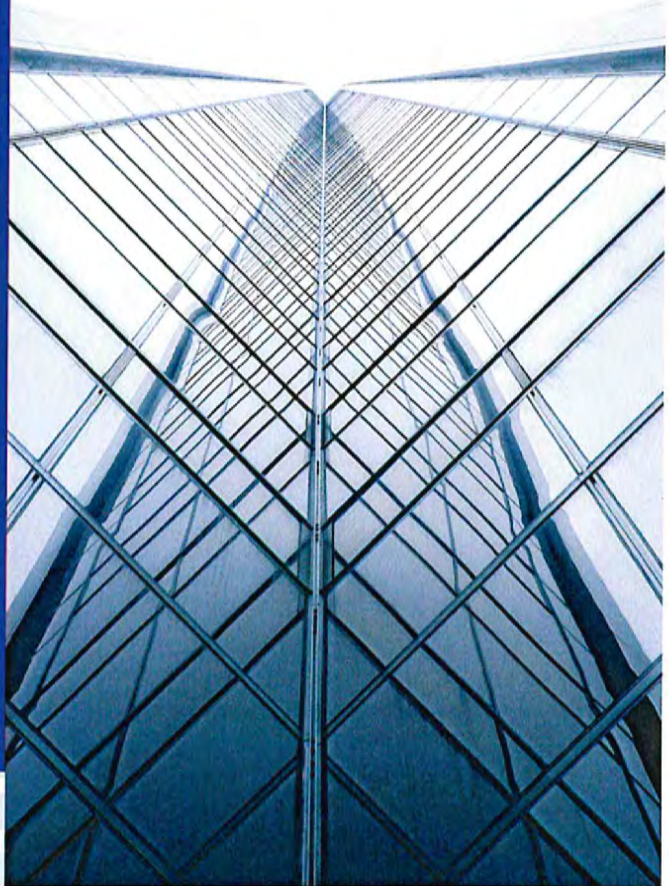


**THE CITY OF PALM BAY  
INVITATION FOR BID  
#09-0-2021/SZ  
PLAN REVIEW AND BUILDING  
INSPECTOR SERVICES**



**SUBMITTED BY:**

**C.A.P. GOVERNMENT, INC.  
1910 N. FLORIDA MANGO RD.  
WEST PALM BEACH, FL 33409**



**JANUARY 26, 2021**





**INVITATION FOR BID #09-0-2021/SZ**  
**Plan Review and Building Inspector Services**

Procurement Department  
120 Malabar Rd SE  
Palm Bay, FL 32907-3009

ISSUE DATE: 01/04/2021

PAGE 1 OF 34

**PROCUREMENT CONTACT:**  
SUSAN ZIEGLER  
PROCUREMENT AGENT I  
PHONE NUMBER: (321) 952-3424  
E-MAIL: [susan.ziegler@pbfl.org](mailto:susan.ziegler@pbfl.org)

**BIDS TO BE RECEIVED NO  
LATER THAN 5:00 PM ON  
TUESDAY, 01/26/2021**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID	
Bidder Name: <u>C.A.P. Government, Inc.</u>	Pre-Bid Meeting: <u>N/A</u>
Address: <u>343 Almeria Avenue</u> <u>Coral Gables, FL 33134</u>	
Phone Number: <u>(305) 448-1711</u>	Bids are firm for 90-days. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>
Fax Number: <u>(305) 448-1712</u>	Do you accept VISA? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
E-Mail Address: <u>cap@capfla.com</u>	
FEIN Number: <u>65-0121594</u>	If submitting a "NO BID," state reason:

Bid packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Bids will be officially closed after time and date identified above. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Bids.

One (1) original (MARKED "ORIGINAL") and one (1) copy plus one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Bid sheets and required attachments shall be executed and submitted in a sealed envelope. Bidder shall mark Bid envelope, "IFB # 09-0-2021/SZ, Plan Review and Building Inspector Services." Bidder's name and return address shall be clearly identified on the outside of the envelope.

Authorized Signature

Carlos A. Penin, PE, President

Printed Name & Title

President

Title (typed or printed)

01/26/2021

Date




### CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Bidder with the submission of their Bid package. This Check List cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to ensure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Bids, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Bids. The City specifically reserves the absolute right to determine the seriousness of any bidder's failure to specifically conform to the requirements of the Bid document. Bidders cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any bid. Bids may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Bidder has completed, signed (blue ink) and included Invitation for Bid Cover Sheet (page 1)	X		
Bidder has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)	X		
Bidder has provided One (1) Original hard-copy Bid (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the bid complete with all supporting documentation	X		
Bidder has provided the number of one (1) hard copy of their bid (marked "COPY"), as referenced in Section I (page 3)	X		
Bidder has confirmed that their Bid reflects all Addenda for this project (all Addenda will be posted to <a href="http://www.palmbayflorida.org/procurement">www.palmbayflorida.org/procurement</a> for notification and retrieval)	X		
Bidder has completed, signed (blue ink) and included their Bid Form	X		
Bidder has included copy of applicable licenses.	X		
If applicable, Bidder has provided a signed Conflict of Interest statement			X
Bidder completed and included their Reference Form	X		
Bidder has included a list of current clients & disclosed types of services they perform (see page 11)	X		
Bidder has completed, signed (blue ink) and included their Identical Tie Bid sheet with signature – (if applicable)	X		
Bidder has signed (blue ink) and included their Bidder's Insurance Requirements Acknowledgement	X		
Bidder has included a copy of business tax receipt (occupational license)	X		
Bidder has signed and notarized & included their Non-Collusion Affidavit	X		
Bidder has read, understood and submitted all required documentation for bid evaluation.	X		

  
 Authorized Signature  
 Carlos A. Penin, PE, President  
 Printed Name & Title

C.A.P. Government, Inc.  
 Company  
 01/26/2021  
 Date



## SECTION III

### BID FORM IFB NO. 09-0-2021/SZ PLAN REVIEW AND BUILDING INSPECTOR SERVICES SHEET 1 OF 2

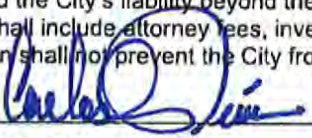
The undersigned declares that, after examining the Bid Documents for the above referenced project, she/he does hereby submit a response to the bid and warrants that:

- a) She/He is an officer of the organization.
- b) She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the IFB.
- c) She/He has fully read and understands the IFB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d) If the bid is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Bidder.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:

Addendum No: 1 Dated: 01.19.2021 Addendum No:        Dated:         
Addendum No:        Dated:        Addendum No:        Dated:       

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

  
Authorized Signature  
Carlos A. Penin, PE, President

Printed Name & Title  
01/26/2021

Date

C.A.P. Government, Inc.

Company  
(305) 448-1711

Telephone Number  
cap@capfla.com

E-mail Address



**BID FORM**  
**IFB NO. 09-0-2021/SZ**  
**OUTSIDE PLAN REVIEW AND BUILDING INSPECTOR SERVICES**  
**SHEET 2 OF 2**

Complete for all positions for which you can provide. This will be a multiple vendor award contract.

POSITION	HOURLY RATES
Building Inspector*	\$80.00
Plans Examiner*	\$90.00
Building Official*	\$100.00
Fire Inspector*	\$80.00
Fire Examiner*	\$90.00
Permit Technician*	\$45.00

\* NOTE:

- Position as identified in the Scope of Work and Job Description (Attachment A)
- Reimbursable costs and travel shall be included in all hourly rates.



Authorized Signature

Carlos A. Penin, PE

Printed Name & Title

C.A.P. Government, Inc.

Company

01/26/2021

Date





**CITY OF PALM BAY**  
**ITB #09-0-2021/SZ**

KEY PERSONNEL			
Name	Role	Years of Experience	License Information
Management			
Carlos A. Penin	Principal-in-Charge	35	PE33216
Judson Dulany	Palm Beach County Director	30	BU1990, PX3626, BN6644
Shane Kittendorf	Building Official	30	BU1737, PX3335, BN6273
Deborah Nutter	QA / QC Manager	30	BU1478, PX2657, BN5093
Structural / Building			
Michael Keenan	Plans Examiner and Inspector	8	BU2007, PX3693, BN6687
Giselle Hipolito		8	PX4441, BN7157
James Thomas		25	PX4222, BN7534
Terry Chissoe	Inspector	20	BN4708
Rajiv Sachdeva		30	BN7896
John Gallo		8	BN7653
Mechanical			
Hector Carbia	Plans Examiner and Inspector	22	PX3608, BN6473
Carl Virgilio		35	PX4230, BN7613
Warren Leader		15	PX3623, PX690, BN6622, BN1571
Joseph Hennessy	Inspector	35	BN7885
Electrical			
William Cedeno	Plans Examiner and Inspector	16	PX4335, BN7817
Joshua Mangone		15	PX4081, BN7117
Paul Cobb		35	PX4350, BN6923
Durrani Guy (PT)		15	BU2050, PX4087, BN7405
Chassler Holm	Inspector	30	BN6901
Plumbing			
Richard Massa	Plans Examiner and Inspector	25	PX3297, BN6235
Anthony Dauria		15	PX4133, BN7353
James Took		17	PX4443, BN7339
Matthew Lewis	Inspector	35	BN8061
Kenneth Throop		42	BN7637
Fire			
Rick Lee		11	
Code Enforcement			
Jenna Knapstein		5	



10:25:23 AM 6/5/2020

## Licensee Details

### Licensee Information

Name: **PENIN, CARLOS ANTONIO (Primary Name)**  
Main Address: **343 343 ALMERIA AVENUE  
CORAL GABLES Florida 33134**  
County: **DADE**  
License Mailing: **343 ALMERIA AVENUE  
CORAL GABLES FL 33134**  
County: **DADE**  
LicenseLocation:

### License Information

License Type: **Professional Engineer**  
Rank: **Prof Engineer**  
License Number: **33216**  
Status: **Current,Active**  
Licensure Date: **03/25/1983**  
Expires: **02/28/2021**

**Special Qualifications**      **Qualification Effective**

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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9:52:31 AM 6/5/2020

## Licensee Details

### Licensee Information

Name: **DULANY, JUDSON DEWITT (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Building Code Administrator**  
Rank: **Building Code A**  
License Number: **BU1990**  
Status: **Current,Active**  
Licensure Date: **02/26/2018**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**

### Alternate Names

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9:51:30 AM 6/5/2020

## Licensee Details

### Licensee Information

Name: **DULANY, JUDSON DEWITT (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX3626**  
Status: **Current,Active**  
Licensure Date: **07/30/2015**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**      **07/30/2015**

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)

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9:52:52 AM 6/5/2020

## Licensee Details

### Licensee Information

Name: **DULANY, JUDSON DEWITT (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN6644**  
Status: **Current,Active**  
Licensure Date: **03/27/2015**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**                      **03/27/2015**

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## Licensee Details

### Licensee Information

Name: **KITTENDORF, SHANE VON (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

### License Information

License Type: **Building Code Administrator**  
Rank: **Building Code A**  
License Number: **BU1737**  
Status: **Current,Active**  
Licensure Date: **05/03/2011**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



## Licensee Details

### Licensee Information

Name: **KITTENDORF, SHANE VON (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX3335**  
Status: **Current,Active**  
Licensure Date: **08/03/2010**  
Expires: **11/30/2021**

**Special Qualifications** **Qualification Effective**  
**Building** **08/03/2010**

### Alternate Names

### View Related License Information

### View License Complaint

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



## Licensee Details

### Licensee Information

Name: **KITTENDORF, SHANE VON (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN6273**  
Status: **Current,Active**  
Licensure Date: **07/24/2009**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**      **07/24/2009**

### Alternate Names

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



3:10:27 PM 6/17/2020

## Licensee Details

### Licensee Information

Name: **NUTTER, DEBORAH ANN (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

### License Information

License Type: **Building Code Administrator**  
Rank: **Building Code A**  
License Number: **BU1478**  
Status: **Current,Active**  
Licensure Date: **05/02/2006**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**

### Alternate Names

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3:10:07 PM 6/17/2020

## Licensee Details

### Licensee Information

Name: **NUTTER, DEBORAH ANN (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX2657**  
Status: **Current,Active**  
Licensure Date: **03/13/2006**  
Expires: **11/30/2021**

**Special Qualifications** **Qualification Effective**  
**Electrical** **03/13/2006**

### Alternate Names

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### [View License Complaint](#)

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3:08:58 PM 6/17/2020

## Licensee Details

### Licensee Information

Name: **NUTTER, DEBORAH ANN (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN5093**  
Status: **Current,Active**  
Licensure Date: **09/23/2005**  
Expires: **11/30/2021**

Special Qualifications	Qualification Effective
<b>Building</b>	<b>08/09/2006</b>
<b>Electrical Inspector</b>	<b>09/23/2005</b>
<b>1&amp;2 Family Dw</b>	<b>05/05/2006</b>
<b>Mechanical</b>	<b>08/09/2006</b>

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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## Licensee Details

### Licensee Information

Name: **KEENAN, MICHAEL D (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Building Code Administrator**  
Rank: **Building Code A**  
License Number: **BU2007**  
Status: **Current,Active**  
Licensure Date: **08/27/2018**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**

### Alternate Names

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## Licensee Details

### Licensee Information

Name: **KEENAN, MICHAEL D (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX3693**  
Status: **Current,Active**  
Licensure Date: **02/18/2016**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**      **02/18/2016**

### Alternate Names

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



## Licensee Details

### Licensee Information

Name: **KEENAN, MICHAEL D (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN6687**  
Status: **Current,Active**  
Licensure Date: **06/26/2015**  
Expires: **11/30/2021**

Special Qualifications	Qualification Effective
<b>Building</b>	<b>06/26/2015</b>
<b>Coastal Construction</b>	<b>01/12/2019</b>
<b>Residential</b>	<b>07/23/2018</b>

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11:27:27 AM 6/17/2020

## Licensee Details

### Licensee Information

Name: **THOMAS, JAMES F (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX4222**  
Status: **Current,Active**  
Licensure Date: **02/14/2019**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**                      **02/14/2019**

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11:28:16 AM 6/17/2020

## Licensee Details

### Licensee Information

Name: **THOMAS, JAMES F (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN7534**  
Status: **Current,Active**  
Licensure Date: **10/31/2018**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**                      **10/31/2018**

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## Licensee Details

### Licensee Information

Name: **HIPOLITO, GISELLE R (Primary Name)**  
 Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
 Rank: **Plans Examiner**  
 License Number: **PX4441**  
 Status: **Current,Active**  
 Licensure Date: **03/02/2020**  
 Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**                      **03/02/2020**

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## Licensee Details

### Licensee Information

Name: **HIPOLITO, GISELLE R (Primary Name)**  
 Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
 Rank: **Inspector**  
 License Number: **BN7157**  
 Status: **Current,Active**  
 Licensure Date: **07/18/2017**  
 Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**      **07/18/2017**

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3:48:59 PM 6/30/2020

## Licensee Details

### Licensee Information

Name: **SACHDEVA, RAJIV (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN7896**  
Status: **Current,Active**  
Licensure Date: **12/11/2019**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**      **12/11/2019**

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## Licensee Details

### Licensee Information

Name: **CHISSOE, TERRY LEE (Primary Name)**  
 Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
 Rank: **Inspector**  
 License Number: **BN4708**  
 Status: **Current,Active**  
 Licensure Date: **02/17/2004**  
 Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**      **02/17/2004**

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## Licensee Details

### Licensee Information

Name: **GALLO, JOHN GREGORY (Primary Name)**  
 Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
 Rank: **Inspector**  
 License Number: **BN7653**  
 Status: **Current,Active**  
 Licensure Date: **03/18/2019**  
 Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**                      **03/18/2019**

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2:21:34 PM 7/9/2020

## Licensee Details

### Licensee Information

Name: **CARBIA, HECTOR XAVIER (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX3608**  
Status: **Current,Active**  
Licensure Date: **06/12/2015**  
Expires: **11/30/2021**

Special Qualifications	Qualification Effective
<b>Mechanical</b>	<b>06/12/2015</b>
<b>Plumbing</b>	<b>10/09/2018</b>

### Alternate Names

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2:22:25 PM 7/9/2020

## Licensee Details

### Licensee Information

Name: **CARBIA, HECTOR XAVIER (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN6473**  
Status: **Current,Active**  
Licensure Date: **11/19/2013**  
Expires: **11/30/2021**

Special Qualifications	Qualification Effective
<b>Mechanical</b>	<b>11/19/2013</b>
<b>Plumbing</b>	<b>05/07/2017</b>

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## Licensee Details

### Licensee Information

Name: **HENNESSEY, JOSEPH THOMAS (Primary Name)**  
Main Address: **14231 83RD LANE NORTH  
LOXAHATCHEE Florida 33470**  
County: **PALM BEACH**  
  
License Mailing:  
  
LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN7885**  
Status: **Current,Active**  
Licensure Date: **11/20/2019**  
Expires: **11/30/2021**

Special Qualifications	Qualification Effective
<b>Mechanical</b>	<b>11/20/2019</b>
<b>Plumbing</b>	<b>02/10/2020</b>

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9:33:03 AM 7/2/2020

## Licensee Details

### Licensee Information

Name: **LEADER, WARREN ANTHONY JR (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX3623**  
Status: **Current,Active**  
Licensure Date: **07/20/2015**  
Expires: **11/30/2021**

**Special Qualifications** **Qualification Effective**  
**Mechanical** **07/20/2015**

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9:32:40 AM 7/2/2020

## Licensee Details

### Licensee Information

Name: **LEADER, WARREN ANTHONY JR (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN6622**  
Status: **Current,Active**  
Licensure Date: **01/20/2015**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Mechanical**                      **01/20/2015**

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12:15:06 PM 6/26/2020

## Licensee Details

### Licensee Information

Name: **DELOACH, WARREN WESLEY (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX690**  
Status: **Current,Active**  
Licensure Date: **06/30/1994**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Building**  
**Mechanical**  
**Plumbing**

### Alternate Names

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12:15:35 PM 6/26/2020

## Licensee Details

### Licensee Information

Name: **DELOACH, WARREN WESLEY (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN1571**  
Status: **Current,Active**  
Licensure Date: **06/30/1994**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Mechanical**  
**Plumbing**

### Alternate Names

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## Licensee Details

### Licensee Information

Name: **VIRGILIO, CARL (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX4230**  
Status: **Current,Active**  
Licensure Date: **02/21/2019**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Mechanical**                      **02/21/2019**

### Alternate Names

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## Licensee Details

### Licensee Information

Name: **VIRGILIO, CARL (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN7613**  
Status: **Current,Active**  
Licensure Date: **02/01/2019**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Mechanical**                      **02/01/2019**

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## Licensee Details

### Licensee Information

Name: **CEDENO, WILLIAM (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX4335**  
Status: **Current,Active**  
Licensure Date: **09/06/2019**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Electrical**                      **09/06/2019**

### Alternate Names

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## Licensee Details

### Licensee Information

Name: **CEDENO, WILLIAM (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN7817**  
Status: **Current,Active**  
Licensure Date: **09/06/2019**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Electrical Inspector**      **09/06/2019**

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## Licensee Details

### Licensee Information

Name: **GUY, DURRANI DUDLEY (Primary Name)**  
 Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Building Code Administrator**  
 Rank: **Building Code A**  
 License Number: **BU2050**  
 Status: **Current,Active**  
 Licensure Date: **06/03/2019**  
 Expires: **11/30/2021**

**Special Qualifications      Qualification Effective**

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## Licensee Details

### Licensee Information

Name: **GUY, DURRANI DUDLEY (Primary Name)**  
 Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
 Rank: **Plans Examiner**  
 License Number: **PX4087**  
 Status: **Current,Active**  
 Licensure Date: **05/17/2018**  
 Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Electrical**                      **05/17/2018**

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## Licensee Details

### Licensee Information

Name: **GUY, DURRANI DUDLEY (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN7405**  
Status: **Current,Active**  
Licensure Date: **05/10/2018**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Electrical Inspector**      **05/10/2018**

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## Licensee Details

### Licensee Information

Name: **HOLM, CHASSLER (Primary Name)**  
 Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

### License Information

License Type: **Standard Inspector**  
 Rank: **Inspector**  
 License Number: **BN6901**  
 Status: **Current,Active**  
 Licensure Date: **08/01/2016**  
 Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Electrical Inspector**      **08/01/2016**

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## Licensee Details

### Licensee Information

Name: **COBB, PAUL STEVEN (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX4350**  
Status: **Current,Active**  
Licensure Date: **09/27/2019**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Electrical**                      **09/27/2019**

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## Licensee Details

### Licensee Information

Name: **COBB, PAUL STEVEN (Primary Name)**  
 Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
 Rank: **Inspector**  
 License Number: **BN6923**  
 Status: **Current,Active**  
 Licensure Date: **09/15/2016**  
 Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Electrical Inspector**      **09/15/2016**

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## Licensee Details

### Licensee Information

Name: **MANGONE, JOSHUA MICHAEL (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX4081**  
Status: **Current,Active**  
Licensure Date: **05/03/2018**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Electrical**                      **05/03/2018**

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## Licensee Details

### Licensee Information

Name: **MANGONE, JOSHUA MICHAEL (Primary Name)**  
 Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
 Rank: **Inspector**  
 License Number: **BN7117**  
 Status: **Current,Active**  
 Licensure Date: **05/30/2017**  
 Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Electrical Inspector**      **05/30/2017**

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## Licensee Details

### Licensee Information

Name: **MASSA, RICHARD (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX3297**  
Status: **Current,Active**  
Licensure Date: **12/04/2009**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Plumbing**      **12/04/2009**

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## Licensee Details

### Licensee Information

Name: **MASSA, RICHARD (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN6235**  
Status: **Current,Active**  
Licensure Date: **03/23/2009**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Plumbing**                      **03/23/2009**

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However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



## Licensee Details

### Licensee Information

Name: **DAURIA, ANTHONY ALBINO (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
Rank: **Plans Examiner**  
License Number: **PX4133**  
Status: **Current,Active**  
Licensure Date: **08/07/2018**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Plumbing**                      **08/07/2018**

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## Licensee Details

### Licensee Information

Name: **DAURIA, ANTHONY ALBINO (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN7353**  
Status: **Current,Active**  
Licensure Date: **03/05/2018**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Plumbing**      **03/05/2018**

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9:22:01 AM 11/20/2020

## Licensee Details

### Licensee Information

Name: **LEWIS, MATTHEW BRIAN (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN8061**  
Status: **Current,Active**  
Licensure Date: **08/31/2020**  
Expires: **11/30/2021**

**Special Qualifications** **Qualification Effective**  
**Plumbing** **08/31/2020**

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## Licensee Details

### Licensee Information

Name: **THROOP, KENNETH RAY (Primary Name)**  
 Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
 Rank: **Inspector**  
 License Number: **BN7637**  
 Status: **Current,Active**  
 Licensure Date: **02/25/2019**  
 Expires: **11/30/2021**

<b>Special Qualifications</b>	<b>Qualification Effective</b>
<b>Building</b>	<b>02/25/2019</b>
<b>Plumbing</b>	<b>04/10/2019</b>

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## Licensee Details

### Licensee Information

Name: **TOOKS, JAMES LEROY JR (Primary Name)**  
 Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Plans Examiner**  
 Rank: **Plans Examiner**  
 License Number: **PX4443**  
 Status: **Current,Active**  
 Licensure Date: **03/02/2020**  
 Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Plumbing**                      **03/02/2020**

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## Licensee Details

### Licensee Information

Name: **TOOKS, JAMES LEROY JR (Primary Name)**  
Main Address: **\*Private Address\* \*Private Address\***  
**\*Private Address\***  
**\*Private Address\***  
**\*Private Address\***

License Mailing:

LicenseLocation:

### License Information

License Type: **Standard Inspector**  
Rank: **Inspector**  
License Number: **BN7339**  
Status: **Current,Active**  
Licensure Date: **02/21/2018**  
Expires: **11/30/2021**

**Special Qualifications**      **Qualification Effective**  
**Plumbing**      **02/21/2018**

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**REFERENCES**

Bidder shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name City of Aventura  
 Contact Name and Title Mr. Ronald J. Wasson, City Manager  
 Address 19200 W. Country Club Drive, Aventura, FL 33180  
 Phone Number (305) 466-8910 E-Mail Address jwasson@cityofaventura.com  
 Length of contract or business relationship: Start Date 1995 End date Ongoing  
 Contract Value \$ 1.5M  
 Description of work provided on this contract The City of Aventura has contracted with CAP continuously for more than twenty-five (25) years. CAP provides the Building Official, plans review of building, structural, mechanical, electrical and plumbing. CAP performs inspections of buildings, accessibility, roofing, mechanical, electrical, gas, including MDC High Velocity Zone. CAP provides the Permit Technicians and staff to support Document Control.
2. Company Name Palm Beach County  
 Contact Name and Title Mr. Doug Wise, Building Director  
 Address 2300 N. Jog Road, West Palm Beach, FL 33411  
 Phone Number (561) 389-7797 E-Mail Address dwise@pbcgov.org  
 Length of contract or business relationship: Start Date 2016 End date Ongoing  
 Contract Value \$ 1.0M  
 Description of work provided on this contract Palm Beach County contracted with CAP to provide Building inspection, plan review, and permit technician services to the Planning, Zoning and Building Department. These services include building, mechanical, electrical, plumbing and HVAC.
3. Company Name City of South Bay  
 Contact Name and Title Mr. Leondrae Camel, City Manager  
 Address 335 SW 2nd Avenue, South Bay, FL 33493  
 Phone Number (561) 996-6751 E-Mail Address camel@southbaycity.com  
 Length of contract or business relationship: Start Date 2010 End date Ongoing  
 Contract Value \$ 50K  
 Description of work provided on this contract The City of South Bay contracted with CAP to provide permit application process, providing plan review and inspection services these services include structural, mechanical, electrical, plumbing and engineering services. CAP also provides the Building Official for the City.



## List of ongoing service contracts with their current status

FULL BUILDING DEPARTMENT				
Entity	Address	Service	On-Going	Contact
City of Aventura	19200 W. Country Club Dr., Aventura, FL 33180	<b>Full Building Department</b>	1995	Ronald J. Wasson City Manager 305.466.8910
Town of Cutler Bay	10720 Caribbean Blvd. Cutler Bay, FL 33189		2005	Rafael G. Casals Town Manager 305.234.4262
City of Weston	17200 Royal Palm Blvd. Weston, FL 33326		2005	Donald P. Decker City Manager 954.385.2000
Village of El Portal	500 NE 87 Street El Portal, FL 33138		2004	Christia Alou Village Manager 3005.795.7880
Town of Southwest Ranches	13400 Griffin Road Southwest Ranches, FL 33330		2006	Andy Berns Town Administrator 954.434.0008
City of South Bay	335 SW 2 Avenue South Bay, FL 33493		2010	Leondrae Camel City Manager 561.996.6751
City of Wilton Manors	2020 Wilton Drive Wilton Manors, FL 33305		2011	Leigh Ann Henderson City Manager 954.390.2120
Town of Lauderdale-by- the- Sea	4501 N Ocean Drive Lauderdale-by-the Sea, FL 33180		2011	William Vance Town Manager 954.640.4203
North Bay Village	1666 Kennedy Causeway North Bay Village, FL 33141		2013	Ralph Rosado Village Manager 305.756.7171
City of Pahokee	207 Begonia Drive Pahokee, FL 33476		2015	Chandler F. Williamson City Manager 561.924.5534
Town of Briny Breezes	4802 North Ocean Blvd. Briny Breezes, FL 33435		2016	William Thrasher Town Manager 561.272.5495
City of Belle Glade	110 Martin Luther King Jr., Blvd W. Belle Glade, FL 33430		2017	Lomax Harrelle City Manager 561.996.0100
City of West Park	1965 South State Road 7 West Park, FL 33023		2017	W. Ajibola Balogun City Manager 954.989.2688



## List of ongoing service contracts with their current status

SUPPLEMENTAL				
Entity	Address	Service	On-Going	Contact
City of Lauderdale	5581 W. Oakland Park Lauderhill, FL 33313	<b>Supplemental Plans Review &amp; Inspections</b>	2005	Desorae Giles-Smith City Manager 954.730.3000
City of Fort Lauderdale	100 North Andrews Avenue, Fort Lauderdale, FL 33301		2006	Chris Lagerbloom City Manager 954.828.5013
City of North Miami Beach	17011 NE 19 Avenue N. Miami Beach, FL 33162		2007	Esmond K. Scott City Manager 305.948.2900
City of Parkland	6600 University Drive Parkland, FL 33067		2008	Nancy Morando City Manager 954.757.4123
City of Miami Beach	1700 Convention Center Drive Miami Beach, FL 33139		2009	Raul J. Aguila City Manger 305.673.7010
Town of Davie	6591 Orange Drive Davie, FL 33314		2012	Richard J. Lemack Town Administrator 954.797.1034
Village of Biscayne Park	600 NE 114 Street Biscayne, FL 33161		2012	Mario Diaz Village Manager 305.899.8000
City of Oakland Park	3650 NE 12 Avenue Oakland Park, FL 33334		2012	David Hebert City Manager 954.630.4200
City of Doral	8401 NW 53 Terrace Doral, FL 33166		2013	Albert P. Childress City Manager 305.593.6697
Village of Bal Harbour	655-96 <sup>th</sup> Street Bal Harbour, FL 33154		2013	Jorge M. Gonzalez Village Manager 305.866.4633
City of Hollywood	2600 Hollywood Boulevard Hollywood, FL 33020		2013	Wazir Ishmael City Manager 954.921.3201
Village of Pinecrest	13645 Pinecrest Parkway Pinecrest, FL 33156		2014	Yocelyn Galiano Village Manager 305.234.2121
City of Coconut Creek	4800 West Copans Road Coconut Creek, FL 33063		2014	Karen Brooks City Manager 954.973.6720
City of Coral Gables	Biltmore Way, First Floor Coral Gables, FL 33134		2015	Peter Iglesias, PE City Manager 305.460.5202



## List of ongoing service contracts with their current status

Entity	Address	Supplemental Plans Review & Inspections	On-Going	Contact
City of Boynton Beach	100 E. Ocean Avenue Boynton Beach, FL 33435		2014	Lori LaVerriere City Manager 561.742.6010
City of Coral Springs	9500 West Sample Rd. Coral Springs, FL 33065		2015	Frank Babinec City Manager 954.344.1142
City of Delray Beach	100 NW 1 Avenue Delray Beach, FL 33444		2015	Brenda Vega City Manager 561.243.7015
City of Greenacres	5800 Melaleuca Lane Greenacres, FL 33463		2015	Andrea McCue City Manager 561.642.2017
City of Naples	735 8 <sup>th</sup> Street South Naples, FL 34102		2015	Charles Chapman City Manager 239.213.1030
Town of Palm Beach	360 South County Road Palm Beach, FL 33480		2015	Kirk Blouin Town Manager 561.838.5410
Village of Wellington	12300 Forest Hill Boulevard Wellington, FL 33141		2015	Paul Schofield Village Manager 561.791.4110
City of Dania Beach	100 W. Dania Beach Blvd. Dania Beach, FL 33004		2016	Ana Garcia City Manager 954.924.6800
City of Miami	3500 Pan American Dr. Miami, FL 33133		2016	Arthur Noriega City Manager 305.416.1025
City of Riviera Beach	600 West Blue Heron Blvd. Riviera Beach, FL 33404		2016	Jonathan Evans City Manager 561.845.4000
City of West Palm Beach	401 Clematis Street West Palm Beach, FL 33401		2016	Keith James Mayor 561.822.1210
Palm Beach County	50 South Military Trail West Palm Beach, FL 33145		2016	Verdenia C. Baker County Administrator 561.355.6726
Village of Islamorada	86800 Overseas Highway Islamorada, FL 33036		2016	Maria Bassett Village Manager 305.664.6445
City of Marco Island	50 Bald Eagle Drive Marco Island, FL 34145		2017	David Harden Building Official 239.389.5000





## List of ongoing service contracts with their current status

Entity	Address		On-Going	Contact
Town of Pembroke Pines	3150 SW 52nd Ave. Pembroke Park, FL 33023	<b>Supplemental Plans Review &amp; Inspections</b>	2017	Juan C. Jimenez Town Manager 954.966.4600 x 203
Town of Fort Myers Beach	2525 Estero Boulevard Fort Myers Beach, FL 33931		2018	Roger Hernstadt Town Manager 239.765.0202
Village of Palm Springs	226 Cypress Lane Palm Springs, FL 33461		2018	Richard J. Reade Village Manager 561.965.4011
Sarasota County	1001 Sarasota Center Sarasota, FL 34240		2018	Kathleen Croteau Building Official 941.861.6020
City of Homestead	100 Civic Court Homestead, FL 33030		2018	Joseph M. Corradino Development Services 305.224.4529
Town of Highland Beach	3614 South Ocean Blvd. Highland Beach, FL 33487		2018	Marshall Labadie Town Manager 561.278.4548
City of Lake Worth	7 North Dixie Highway Lake Worth, FL 33460		2018	Michael Bornstein City Manager 561.586.1689
City of Lake Wales	201 W Central Avenue Lake Wales, FL 33853		2018	James Slaton City Manager 863.678.4182
Village of Key Biscayne	88 West McIntyre Street Key Biscayne, FL 33149		2019	Charles Press Interim Village Manager 305.365.5514
Village of Royal Palm Beach	1050 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411		2019	Raymond C. Liggins Village Manager 561.790.5103
Town of Jupiter	210 Military Trail Jupiter, FL 33458		2019	Matt Benoit Town Manager 561.741.2214
City of Fort Pierce	100 N U.S. Highway 1 Fort Pierce, FL 34950		2019	Nick Mimms City Manager 772.465.4170
City of North Port	4970 City Hall Boulevard North Port, FL 34286		2019	Peter Lear City Manager 941.429.7076
City of Clewiston	115 W Ventura Avenue Clewiston, FL 33440		2019	Randy Martin City Manager 863.983.1484
City of Cocoa	65 Stone Street Cocoa, FL 32922		2019	Charlene Neuterman Deputy Director 321.433.8509



## List of ongoing service contracts with their current status

Entity	Address		On-Going	Contact
City of Sanibel	800 Dunlop Road Sanibel, FL 33957		2019	Judith A. Zimomra City Manager 239.472.3700Ray
Town of Loxahatchee Groves	155 F Road Loxahatchee Groves, FL 33470		2019	Jamie Titcomb Town Manager 561.793.2418
Village of Tequesta	345 Tequesta Drive Tequesta, FL 33469	<b>Supplemental Plans Review &amp; Inspections</b>	2019	Jeremy Allen Village Manager 561.768.0460
City of Plantation	401 NW 70 Terrace Plantation, FL 33317		2020	Danny Ezzeddine Director / Building Official 954.797.2250
Town of Lake Park	535 Park Avenue Lake Park, FL 33403		2020	Vivian Mendez Town Clerk 561.881.3311

### EDUCATIONAL CLIENTS

Entity	Address	Service	On-Going	Contact
Miami Dade College	11011 SW 104 Street Miami, FL 33176	<b>Supplemental Plans Review &amp; Inspections</b>	2007	Robert Fasco Vice Provost 305.237.2402
Florida International University	11555 SW 17 Street Miami, FL 33199		2007	John Cal Vice President 305.348.4085
Miami-Dade School Board	12525 NW 28 Avenue Miami, FL 33167		2006	Raul F. Perez Chief Facilities Design & Construction Officer 305.995.1401
School Board of Broward County	2301 NW 26 Street Oakland Park, FL 33311		2014	Robert F. Hamberger Building Official 754.321.4800
School District of Palm Beach County	3661 Interstate Park Road North Riviera Beach, FL 33404		2018	Thomas Hogarth Building Director 561.383.2028
University of Miami	1400 NW 10 <sup>th</sup> Avenue Miami, FL 33136		2019	Vilma Diaz Facilities Ops. & Planning 305.243.9194



**IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

C.A.P. Government, Inc.  
\_\_\_\_\_  
COMPANY

01/26/2021  
\_\_\_\_\_  
DATE



**CITY OF PALM BAY  
BIDDER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT  
IFB #09-0-2021  
PLAN REVIEW AND BUILDING INSPECTOR SERVICES:**

**STANDARD INSURANCE REQUIREMENTS**

Before starting and until acceptance of the work by the City, the Awarded Bidder shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. **Commercial General Liability:** The Successful Bidder shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form.
- B. **Business Automobile:** Successful Bidder shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
  - Hired Automobiles
  - Non-Owned Automobiles
- C. **Umbrella/ Excess Liability:** Successful Bidder shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. **\*This coverage is optional if Successful Bidder has \$2,000,000 General Aggregate under the Commercial General Liability Policy.**
- D. **Workers' Compensation:** The Successful Bidder shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.** Said policy must include Employers' Liability insurance with limits of no less than:
- Each Accident \$ 100,000.00
  - Disease – Policy Limit \$ 500,000.00
  - Disease – Each Employee \$ 100,000.00





- E. Professional Liability Insurance or Errors and Omissions Insurance: Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

Successful Bidder shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Bidder to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Bidder to ensure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
C.A.P. Government, Inc.  
\_\_\_\_\_  
Company Name  
01/26/2021  
\_\_\_\_\_  
Date

Carlos A. Penin, PE, President

\_\_\_\_\_  
Printed Name and Title  
(305) 448-1711

\_\_\_\_\_  
Telephone Number  
cap@capfla.com

\_\_\_\_\_  
E-mail address





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
01/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No, Ext):</b> 1-877-945-7378 <b>FAX (A/C No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables, FL 33134	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER D: Endurance American Specialty Insurance Com</td> <td>41718</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Navigators Specialty Insurance Company	36056	INSURER C: Twin City Fire Insurance Company	29459	INSURER D: Endurance American Specialty Insurance Com	41718	INSURER E:		INSURER F:	
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INSURER C: Twin City Fire Insurance Company	29459														
INSURER D: Endurance American Specialty Insurance Com	41718														
INSURER E:															
INSURER F:															

## COVERAGES

**CERTIFICATE NUMBER:** W19817214

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	83 UEN SH2010	09/05/2020	09/05/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>	Y	83 UEN SH2011	09/05/2020	09/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	GA20UMRZ0693LIC	09/05/2020	09/05/2021	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	83 WE SH2H0E	09/05/2020	09/05/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Errors &amp; Omissions</b>		DPL 10005502006	09/05/2020	09/05/2021	Design Prof Liability \$2,000,000
	Claims Made					Network Security/Priv \$1,000,000
	Retro Date: 09/06/1996					Retention \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: IFB #09-0-2021 PLAN REVIEW AND BUILDING INSPECTOR SERVICES

The City of Palm Bay is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella Liability.

Waiver of Subrogation applies in favor of The City of Palm Bay with respects to General Liability and Auto Liability.

## CERTIFICATE HOLDER

## CANCELLATION

City of Palm Bay 120 Malabar Rd. SE Palm Bay, FL 32907	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Kellie J. Gabriel</i></p>
--	--

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CITY OF PALM BAY  
IFB #09-0-2021/SZ

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

**CITY OF WEST PALM BEACH**  
2020 to 2021 BUSINESS RECEIPT

0000041595  
C A P GOVERNMENT INC  
1910 N FLORIDA MANGO RD

NOT TRANSFERABLE

CONSTRUCTION PLAN REVIEW  
CONTRACTED REVIEWERS  
OFFICE  
PLAN REVIEW

BUS. TAX ID.	CATEGORY	DESCRIPTION	TAX
79012	230999	CONSTRUCTION RELATED SERVICES	00.01

EXPIRES  
SEPTEMBER 30,  
2021

THIS DOCUMENT NOT VALID  
UNTIL FUNDS ARE COLLECTED

TOTAL 00.01  
\*\* PAID 00.01 \*\* BAL \*\* 0.00

 **ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County  
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"  
1910 North FLORIDA MANGO RD  
WEST PALM BEACH, FL 33401

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
66-0001 ADMINISTRATIVE OFFICE	C.A.P. GOVERNMENT INC		521,146946 - 11/16/20	\$37.95	B40162239

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA  
PALM BEACH COUNTY  
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2016092908  
EXPIRES: SEPTEMBER 30, 2021

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

2252898

**BUSINESS NAME/LOCATION**  
CAP GOVERNMENT INC  
343 ALMERIA AVE  
CORAL GABLES, FL 33134

**RECEIPT NO.**  
RENEWAL  
2369544



**EXPIRES**  
SEPTEMBER 30, 2021  
Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
CAP GOVERNMENT INC

**SEC. TYPE OF BUSINESS**  
212 P.A./CORP/PARTNERSHI  
P/FIRM

**PAYMENT RECEIVED  
BY TAX COLLECTOR**  
247.50 07/14/2020  
CREDITCARD-20-051626

**Employee(s)** 55 **EB5344**

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.  
For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)





STATE OF Florida  
COUNTY OF Miami-Dade  
Carlos A. Penin, PE





cap government

[capfla.com](http://capfla.com)





Via e-mail: [cap@capfla.com](mailto:cap@capfla.com)

January 4, 2023

Carlos A Penin, PE  
President  
C.A.P. Government, Inc.  
343 Almeria Avenue  
Coral Gables, FL 33134

Dear Mr. Penin,

Attached, please find an Amendment to renew Contract #09-0-2021.

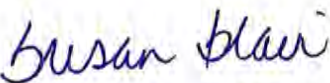

The City desires to renew the agreement until March 19, 2024, with no price increase, under the same terms and conditions.

If your company is in concurrence, please sign the amendment and return to the City via e-mail ([selda.vasquez-mcmahan@pbfl.org](mailto:selda.vasquez-mcmahan@pbfl.org)).

If you have any questions, please feel free to contact me at (321) 952-3424.

Sincerely,

**CITY OF PALM BAY**

  
 Juliet Misconi, NIGP-CPP, CPPO, CPPB  
Chief Procurement Officer



**CITY OF PALM BAY  
AMENDMENT #2  
TO CONTRACT #09-0-2021  
PLAN REVIEW AND BUILDING INSPECTOR SERVICES**

**This amendment to contract** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and **C.A.P. Government, Inc.**, hereinafter referred to as the "Contractor."

WHEREAS the City and the Contractor entered into a Contract under the date of **March 20, 2021**, whereby the contractor would perform certain services with respect to **plan review and building inspector services**, and

WHEREAS the City and Contractor desire to **renew** the term of said Agreement,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. To **renew** the term of agreement through **March 19, 2024**.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, **March 20, 2021**, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

**CITY OF PALM BAY**

**C.A.P. GOVERNMENT, INC.**

Juliet Misconi, NIGP-CPP, CPPO, CPPB  
Chief Procurement Officer

By: Carlos A. Penin, PE, President  
Name/Title

Susan Blair  
Signature

\_\_\_\_\_  
Signature

1/3/2023  
Date

01/04/2023  
Date



**CITY OF PALM BAY  
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- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, March 20, 2021, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

**CITY OF PALM BAY**

**C.A.P. GOVERNMENT, INC.**

Juliet Misconi, NIGP-CPP, CPPO, CPPB  
Chief Procurement Officer

Susan Blair  
Signature

1/3/2023  
Date

By: Carlos A. Penin, PE, President

Name/Title

Carlos A. Penin  
Signature

01/04/2023

Date



**SERVICE AGREEMENT FOR  
IFB NO. 09-0-2021/SZ  
PLAN REVIEW AND BUILDING INSPECTOR SERVICES**

**THIS AGREEMENT**, made this 11 day of March, 2021, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and **C.A.P. GOVERNMENT, INC.** (FEIN Number 65-0121594), 343 Almeria Avenue, Coral Gables, FL, 33134, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**WITNESSETH:**

**1. DOCUMENTS**

The following documents are hereby incorporated into and made part of this agreement.

- 1.1. Specifications and Contract Documents prepared by the City of Palm Bay, "IFB #09-0-2021/SZ, Plan Review and Building Inspector Services" (Exhibit A).
- 1.2. Bid for the City of Palm Bay prepared by Contractor dated January 26, 2021, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated March 11, 2021 and any attachments.
- C. Exhibit A
- D. Exhibit B

**2. SCOPE**

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.



**3. TERM OF AGREEMENT**

The period of this Agreement shall be for twelve (12) months, beginning on March 20, 2021 and ending on March 19, 2022. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

**4. COMPENSATION**

The Contractor agrees to provide the services and materials as specified in its bid to the City at the hourly rates specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

**5. PAYMENT**

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

**NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.**

**6. GENERAL CONDITIONS****6.1. Patents**

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section 6.2.

**6.2. Indemnification**

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers,



etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.
2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

### **6.3. Environmental Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made



binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

#### **6.4. Termination**

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

Contractor understands and agrees that the City may immediately terminate this contract upon written notice if the Contractor is found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

#### **6.5. Notice of Deficiency**

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

#### **6.6. Default**

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.



If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

1. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
2. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
3. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
4. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
5. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

#### **6.7. WARRANTY**

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

**ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.**



**THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.**

**6.8. TIME OF COMPLETION**

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section 20 - LIMITATION OF LIABILITY shall apply.

**6.9. LIQUIDATED DAMAGES**

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

**6.10 Insurance Requirements:** The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:



**6.10.1 Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

**6.10.2 Automobile Liability:**

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

**6.10.3 Umbrella / Excess Liability:**

Contractor shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. \*\*This coverage is optional if the Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy\*\*

**6.10.4 Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.

**6.10.5 Professional Liability Insurance or Errors and Omissions Insurance:**

Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

**Insurance Certificates:**

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

  
Initials here



The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

**7. ACCEPTANCE**

The City will be deemed to have accepted the Work after the Chief Procurement Officer is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

**8. CORRECTION OF WORK**

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

**9. RIGHT TO AUDIT RECORDS**

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

**10. PUBLIC RECORDS**

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.



**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 at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or [procurement@pbfl.org](mailto:procurement@pbfl.org).**

#### **11. TIME IS OF THE ESSENCE**

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

#### **12. INFORMATION**

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

#### **13. EXTRA WORK**

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

#### **14. FAMILIARITY WITH THE WORK**

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.



**15. TITLE AND RISK OF LOSS**

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

**16. INDEPENDENT CONTRACTOR, ASSIGNMENT AND SUBCONTRACTS**

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

**17. INSPECTION AND NON-WAIVER**

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**18. NOTICES**

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: Carlos A Penin, PE, President  
C.A.P. Government, Inc.  
343 Almeria Avenue  
Coral Gables, FL 33134

To the City: Chief Procurement Officer  
City of Palm Bay  
120 Malabar Rd SE  
Palm Bay, FL 32907

Copy to: City Manager  
City of Palm Bay  
120 Malabar Rd SE  
Palm Bay, FL 32907

**19. NO LIENS**

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material,



equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

## **20. LIMITATION OF LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

## **21. MISCELLANEOUS PROVISIONS**

- 21.1.** The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- 21.2.** By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
- 21.3.** The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance



of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

- 21.4.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- 21.5.** The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- 21.6.** Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
- 21.7.** This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- 21.8.** The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- 21.9.** This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- 21.10.** This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- 21.11.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 21.12.** If consultant receives a subpoena or summons or receives any other correspondence related to legal proceedings or any correspondence from an attorney or owner's representative in response to work done on behalf of the City under this Agreement, the Consultant must immediately notify the City Attorney's Office and the City Building Official. Any attendance required at a legal proceeding which the City was notified about and (if applicable) approved the Consultant to attend will be compensated as described in the Agreement at the applicable hourly rate(s) in Exhibit B.



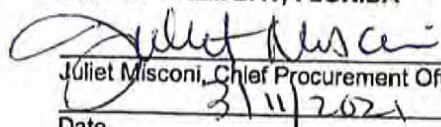
**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first written above

Approved by City Council On: February 18, 2021

**ATTEST:**

  
Terese Jones, City Clerk

**CITY OF PALM BAY, FLORIDA**

  
Juliet Misconi, Chief Procurement Officer

Date 3/11/2021

**WITNESS:**

(to Contractor's Signature)

  
Name (Printed) Ronald Borges

Signature

**C.A.P. GOVERNMENT, INC.**

  
(Signature)

Carlos A. Penin, PE, President

Name and Title

C.A.P. Government, Inc.

Company

03/02/2021

Date



**City of Fellsmere City Council  
Agenda Request Form**

Meeting Date: February 15, 2024

Agenda Item No. 13(k)

☐ PUBLIC HEARING  
☐ Ordinance on Second Reading  
☐ Public Hearing

☐ RESOLUTION  
☐ DISCUSSION

☐ ORDINANCE ON FIRST READING

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

**SUBJECT:** Second Release of Funds to Fellsmere Action Community Team for Expenses Related to Marketing, Direct Mail Campaign, and other associated costs for Community Resource Center

**RECOMMENDED MOTION/ACTION:** Approve Second Release of Funds to FACT from ARPA Funds

Approved by City Manager Mark Mathes Date: 2/8/24

<b>Originating Department:</b> Grants	Costs: \$26,900 Funding Source: ARPA	<b>Attachments:</b> Memo
Department Review: <input checked="" type="checkbox"/> City Attorney _____ <input type="checkbox"/> Comm. Dev. _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> City Engineer _____ <input type="checkbox"/> FPD _____	<input type="checkbox"/> Public Works _____ <input type="checkbox"/> City Clerk _____ <input checked="" type="checkbox"/> City Manager _____
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>X</u>  Please initial one.

Submittal information: Council meets on the first and third Thursdays of each month. Agenda submittal deadline to the City Clerk is 5:00 p.m. of the last and second Thursday of each month. Therefore, the deadline of the Agenda Request Form to the City Manager shall be the last and second Monday prior to the Thursday deadline.

**Summary Explanation/Background:**

In March 2023, City Council amended the ARPA Funding List to include \$250,000 in support of the FACT Community Resource Center. The funds are earmarked for fundraising and other predevelopment costs. The grant is fashioned to require each release of funds to FACT be approved by Council. This request for a second release of funds in the amount of \$26,900 is for expenses related to marketing, direct mail campaign costs, and other such costs.

There will be a future request for funds for preparation of conceptual and final plans. FACT is looking for professionals to perform civil, surveying, and architecture services at a discounted rate if possible.



# Request of Expenditures for the 2024 FACT Capital Campaign for the new Fellsmere Community Resource Center Initiative

- The Fellsmere Action Community Team (“FACT”) has launched efforts for the future design and eventual build-out of the Fellsmere Community Resource Center.
- FACT has engaged a fundraising firm, Collective Impact Group, to help with this initiative.
- The items below reflect the areas of known and necessary expenses to set FACT up for success with the campaign and include marketing, food & entertainment, donor software systems, t-shirts for marketing purposes, and direct mail budget for donor outreach.

## **1. Campaign Marketing Collateral & Design of New Website - \$12,500**

Conceptualization, design, and production of a full color booklet that outlines the plan for the Fellsmere opportunities will be listed on an insert that can be filled out and mailed in to include a check or credit card order for donor contributions.

Conceptualization, design, and production of a website that will outline several of the elements included in the Capital Campaign Booklet. The website will include a home page and several additional pages to guide donors on ways to give & engage.

## **2. Food & Entertainment Related Expenses - \$5,000**

As FACT begins engaging high net worth donors and finding locations to host appropriate kick-off launches for the formal campaign and engaging with donors, costs will be incurred for venue fees, food expenses, and entertainment costs.

## **3. Donor Software – iWave Donor Platform - \$3,800**

FACT has determined that it needs iWave to identify, qualify, and retain donors to raise more major gifts. iWave's intuitive and easy-to-use solutions give access to the industry's highest quality wealth and philanthropic information to determine who to ask, how much to ask for, and when to ask.

## **4. T-shirts for Students, Families, & Outreach Efforts - \$2,000**

To build awareness of the proposed Center and help create a “buzz” for its anticipated opening, Tee-Shirts will be distributed to local parents and their children which display the Center's logo and a tagline that highlights the vision of the initiative.



**5. Direct Mail Outreach Efforts - \$3,600**

Direct mail will be necessary as it's a fantastic way to solicit donations, as well as an effective way to raise awareness of FACT. Capital campaigns are intense fundraising initiatives that seek to raise a specific dollar amount within a defined period of time.

**Total Allocation of Funds Amount: \$26,900**