City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, March 14, 2017

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 17-109 Approve the Agenda for the Regular meeting of March 14, 2017, as presented or with amendments.

Attachments: 03-14-17.pdf

MINUTES:

II.2(a) 17-110 Approve the Minutes for the Regular meeting of February 14, 2017, as written or with amendments.

Attachments: 02-14-17 Minutes.pdf

02-14-17 EXHIBIT A-Investment Update City of Cocoa Annual Review.pdf

II.2(b) 17-111 Approve the Minutes for the Mayor's Town Hall meeting of February 21, 2017, as written or with amendments.

Attachments: 02-21-17 Minutes Town Hall Meeting.pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), and water and sewer customers (on matters related to the City's water and/or sewer system), may address the City Council under Delegations on items not on the printed agenda by filling out a speaker card.

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 17-93 Council Approve the City of Cocoa to accept the donation of four ballistic shields and a rifle scope from an anonymous benefactor for use by the members of the Police Department during day to day operations and special operations. (Chief of Police)

V.2 17-106 Approve a resolution amending the 2017 Budget; Approve the use of Stormwater Contingency Funds and Approve entering into a co-operative purchase agreement with Everglades Farm Equipment utilizing Florida Sheriff Contract #FSA16-VEH14.0 for the purchase of a John Deere 5100M Cab / 4 WD/ 16 x 16 Tractor with an 18.5 Interstater Right and Left with Rear Mower Attachment CIP CP-SW-16-SM. (Public Works Director)

Attachments: cocoa interstater fy17 2 (002)
Resolution No. 2017-23
BAF-PW-3570-MOWER (3-14-17)~Agenda 17-106.pdf
Fla Sheriff Contract
FSA16-VEH14.0_Bid_Award_Document_9_29_16 pricing.pdf

V.3 17-107 Authorize the City Manager to amend the Street Light Agreement between the City of Cocoa and Florida Power and Light (FPL) to allow for the installation of a new street light at the intersection of Fiske Blvd and Barbara Jenkins Street. (Public Works Director)

Attachments: SLA Fiske & Barbara Jenkins

VI. PUBLIC HEARINGS:

VI.1 17-62 Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2017-2018 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 9, 2017. (Community Services Director)

Attachments: Public Hearing 3-14-2017.pdf

VI.2 17-112 Ordinance No. 03-2017 2nd & Final Reading: Amending Appendix A, Zoning, Related to the Administrative Appeal Process for Adverse Decisions of Administrative Officials and Providing Amendments Related to Administrative Verification Of Nonconforming Uses. (Community Services Director)

Attachments: 03-2017 Ordinance amending Appendix A - Zoning - re administrative appeal pr

VII. COUNCIL BUSINESS:

VII.1 17-101 Consideration of a Code Enforcement Lien Reduction request for the property located at 10 South Street, CE 12-061, current owner Jim Stripling. (Community Services Director)

Attachments: Lien Reduction Application.pdf

VIII. CITY BUSINESS:

VIII.1 17-103 Approve a Development Agreement between North Brevard Charities Sharing Center (NBCSC) and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement with NBCSC, Stephenson and Edwina Peek and the City in the amount of $150,000; Approve the transfer of ownership of 434 Barbara Jenkins Street from the City of Cocoa to NBCSC; Direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, NBCSC and the Peek's; and Authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action. (Community Services Director)

Attachments: NBCSC Development Agreement.docx

SHIP Replacement Agreement Peeks2.doc

434-FEB28_SHT1

434-FEB28_SHT2

VIII.2 17-105 Approve the City of Cocoa Development Order Related to the Brevard Crossings Regional Activity Center for the Cocoa Logistics and Business Center between the City of Cocoa and Wal-Mart Stores East, L.P. (Community Services Director)

Attachments: Exhibit B Master Development Plan.pdf

Walmart CITY OF COCOA Development Order re Brevard Crossing - 3.8.17 Cle

MULTI-YEAR CONTRACTS:

VIII.3 17-113 Approve the renewal of the multi-year Financial Advisory Agreement with Dunlap & Associates, Inc., for financial advisory services. (Finance Director)

Attachments: Dunlap and Associates March 9-2012

IX. INFORMATIONAL AGENDA:

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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 City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

City Code Section 2-54 requires that an affirmative vote of a majority of a quorum present shall be necessary to enact an ordinance or adopt any resolution; except that two-thirds of the membership of the Council is required to enact an emergency ordinance. All ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Representatives of recognized groups shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per issue shall be allowed.

A Council member may add an item to the agenda during the meeting only at the time the agenda is approved. If the item requires action by the Council, then it may be added to the agenda by an affirmative vote of the Council, and written documentation must be submitted at the time the item is added to the agenda.

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Legislation Details (With Text)

File #:	17-109	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/2/2017			**In control:**	City Council
On agenda:	3/14/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of March 14, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-14-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 2, 2017
Agenda Date: March 14, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of March 14, 2017, as presented or with amendments.

BACKGROUND:

The City Council approves the agenda for all of its regular meetings at the beginning of such meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has approved its agenda for all regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the agenda for the Regular meeting of March 14, 2017, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: March 14, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of March 14, 2017 (17-109)
2. Minutes: (a) Regular Meeting of February 14, 2017 (17-110)
   (b) Mayor's Town Hall Meeting of February 21, 2017 (17-111)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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V. CONSENT AGENDA:

1. Council Approve the City of Cocoa to accept the donation of four ballistic shields and a rifle scope from an anonymous benefactor for use by the members of the Police Department during day to day operations and special operations. (17-93). (Chief of Police)

2. Approve a resolution amending the 2017 Budget; Approve the use of Stormwater Contingency Funds and Approve entering into a co-operative purchase agreement with Everglades Farm Equipment utilizing Florida Sheriff Contract #FSA16-VEH14.0 for the purchase of a John Deere 5100M Cab / 4 WD/ 16 x 16 Tractor with an 18.5 Interstater Right and Left with Rear Mower Attachment CIP CP-SW-16-SM. (17-106). (Public Works Director)

3. Authorize the City Manager to amend the Street Light Agreement between the City of Cocoa and Florida Power and Light (FPL) to allow for the installation of a new street light at the intersection of Fiske Blvd and Barbara Jenkins Street. (17-107). (Public Works Director)

VI. PUBLIC HEARINGS:

1. Public Hearing to obtain citizen input and comments on housing and community development needs; Approve recommendations on FY2017-2018 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 9, 2017. (17-62). (Community Services Director)

2. Ordinance 03-2017/2nd and Final Reading: Amending Appendix A, Zoning, Related to the Administrative Appeal Process for Adverse Decisions of Administrative Officials and Providing Amendments Related to Administrative Verification of Nonconforming Uses. (17-112). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Consideration of a Code Enforcement Lien Reduction request for the property located at 10 South Street, CE 12-061, current owner Jim Stripling. (17-101) (Community Services Director)

VIII. CITY BUSINESS:

1. Approve a Development Agreement between North Brevard Charities Sharing Center (NBCSC) and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement with NBCSC, Stephenson and Edwina Peek

and the City in the amount of $150,000; Approve the transfer of ownership of 434 Barbara Jenkins Street from the City of Cocoa to NBCSC; Direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, NBCSC and the Peek's; and Authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action. (17-103). (Community Services Director)

2. Approve the City of Cocoa Development Order Related to the Brevard Crossings Regional Activity Center for the Cocoa Logistics and Business Center between the City of Cocoa and Wal-Mart Stores East, L.P. (17-105). (Community Services Director)

MULTI-YEAR CONTRACTS:

3. Approve the renewal of the multi-year Financial Advisory Agreement with Dunlap & Associates, Inc., for financial advisory services. (17-113). (Finance Director)

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

Advisory Boards and Committees
City Administration
City Attorney
City Manager
City Council

IX. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	17-110	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/2/2017			**In control:**	City Council
On agenda:	3/14/2017			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of February 14, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-14-17 Minutes.pdf 02-14-17 EXHIBIT A-Investment Update City of Cocoa Annual Review.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 2, 2017
Agenda Date: March 14, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of February 14, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of February 14, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

February 14, 2017

A Regular City Council meeting was held on Tuesday, February 14, 2017 in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, in Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:06 p.m.

Chief Prince provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	John A. Titkanich, Jr.	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Tre Folston, Helpdesk Support Tech; Gail Bantugan, Leisure Services Manager; Samantha Senger, Public Relations Specialist; Samia Singleton, Economic Development Specialist; Brandon Jones, Facilities Attendant; Neodasha Harris, Leisure Services Coordinator; Chris Hattaway, Police Officer; and Yvonne Martinez, Police Public Relations Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of February 14, 2017 (17-59)
2. Minutes: (a) Regular Meeting of January 10, 2017 (17-60)
   (b) Regular Meeting of January 24, 2017 (17-71)

City Manager Titkanich requested that the Agenda for the Regular meeting of February 14, 2017 be amended to add Item III.3, United Way Update.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda as amended for the Regular meeting of February 14, 2017 and to approve the Minutes as written for the Regular meeting of January 10, 2017 and the Regular meeting of January 24, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. AWARDS AND PRESENTATIONS:

1. City of Cocoa Investments Update (17-80) (Finance Director)

Ms. Butler provided a presentation[1] regarding the City's investments pointing out that the City follows Florida Statutes Chapter 218. She explained that the City's funds were spread among four banks, which were: Suntrust, Community Bank of the South, State Board of Administration, and Regions Bank.

She further mentioned what each bank did for the City and what type of funds were at each bank.

She introduced Mr. Dave Witthohn, CFA, Senior Portfolio Manager. Mr. Whithohn thanked Ms. Butler and Council for allowing him to speak. He is with Insight Investment out of the Bank of New York. They work specifically with the public sector and assured Council that they keep portfolios safe by diversification.

He provided information on the current market and pointed out that things have changed in regards to the economic outlook for the country. He explained in detail how they handled the City's investments and spoke about interest rates.

[1] EXHIBIT A: City of Cocoa Cash/Investments Update

Mayor Parrish asked how he felt about the City's position and in response, Mr. Witthohn advised the City was in a good position, in all ways.

Councilman Whipple asked how much interaction they had with Suntrust. In response, Ms. Butler noted that they have daily interactions with them because they handle so much of the City's money. Additionally, they speak to Regions on a monthly basis.

Councilman Whipple further clarified that Mr. Witthohn had to go through the Finance Department to do any transactions for the City. In response, Mr. Witthohn assured him that they were only the advisor, and that they have no access to funds.

Mayor Parrish felt good about the next twelve months.

2. Proclamation: Proclaiming the month of February 2017 as Black History Month. (17-82). (City Manager)

City Manager Titkanich read the proclamation into the record, proclaiming February, 2017 as Black History Month in the City of Cocoa.

3. United Way Update. (Samantha Senger) (this item was added)

Ms. Senger provided a brief update on the United Way campaign, explaining that employees have contributed through various methods such as payroll deductions and donations through fundraisers. She advised that the total amount raised this year was $24,221.94.

She explained two of the competitions that were held, which were 1) the department which raised the most overall, and 2) a fill your change jar. The department that had the most raised overall was Administrative Services, who won for a second year in a row. The "fill your jar" competition was whichever director's jar had the most depth at the end of the campaign would have to wear a tutu all day. The City Manager's jar won, hence why the City Manager was in a tutu tonight.

In closing, Ms. Senger thanked Neodasha Harris for making the tutu, pointing out that it was her design. Additionally, they raised $155 for pictures today with the City Manager in a tutu. Nancy Elliott donated $20 more at the meeting.

IV. DELEGATIONS:

Rev. Dennis, 3710 Catalina Drive, Cocoa, President, read a statement about being a citizen and a citizens' right to petition. He advised that three weeks ago he turned in a request for a resolution, which was ignored and swept under the rug. The request stated the mission of the proposed citizen's review board and what the committee would entail. He was in attendance to request that the petition be approved.

Mayor Parrish stated that he had received his information, but that he was not ready to reply so he did not call him back.

City Manager Titkanich pointed out that the memo was dated today and spoke about the strategic plan. He pointed out that a crime committee that was derived from the strategic planning process. Additionally, there was a previous crime committee that abolished in 1997. He explained that he and Chief Cantaloupe have had conversations and they would proceed to speak with the City Attorney about this; however, he was not aware of any incidents, issues, or complaints.

Furthermore, he assured Mr. Dennis and citizens that the City was committed to being transparent and everything was done in a responsible manner. This is an item that both staff and Council have looked into and there is no certain time frame as to when staff could commit to this; however, it could possibly be this summer.

Mr. Dennis noted he had some compelling evidence of misconduct and that would substantiate why they need a board. City Manager Titkanich asked if the evidence was in the county or city, because his organization was a county address. In response, Mr. Dennis confirmed it was mostly in the county.

City Manager Titkanich further noted that the City of Cocoa was the first to implement body cameras and assured Mr. Dennis that they would get with Melbourne and others to make sure that this would fit the needs of the community. He advised that this was not the appropriate forum to discuss this any further.

Councilman Whipple asked that a specific individual speak with Mr. Dennis in order to keep him updated. In response, City Manager Titkanich advised that either he or the Chief would meet with him about anything he wanted. In closing,

City Manager Titkanich advised that there had been two crime summits held in the last two years.

Mr. Dennis asked that it be placed on an agenda so that he could have supporters in attendance.

V. CONSENT AGENDA:

1. Approve Task Order 2017-80 with CH2M Hill Engineers, Inc. for SCADA Remote Monitoring Integration Services. (16-564). (Utilities Director)

2. Approve Change Order #1 to FY2017 P.O. 69585 with Petticoat-Schmitt Civil Contractors, Jacksonville, Florida, for the Filter Media Removal and Replacement Project; To Authorize the City Manager to Execute the Change Order. (17-58). (Utilities Director)

3. Approve Task Order 2017-02 with CH2M Hill Engineers, Inc. for Security System Improvements Design at Dyal, Project No. WS1404 Chemical Conversion and Reliability Improvements Project. (17-64). (Utilities Director)

4. Authorize the City Manager to Approve the Second Emergency Generator Repair from Ring Power Corporation, Orlando, Florida, for the Dyal Water Treatment Plant. (17-67). (Utilities Director)

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Consent agenda.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 01-2017/ 2nd & Final Reading: Amending Chapter 5 - Animals and Fowl, to include a new Section 5-35 Backyard Chicken Pilot Program. (17-68). (Community Services Director)

City Attorney Garganese read Ordinance No. 01-2017 into the record by title only as follows. He advised that this was the second and final reading of the ordinance. The only change was in the permit fee to a $50 reduction.

ORDINANCE NO. 01-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO BACKYARD CHICKENS; AMENDING CHAPTER 5 – ANIMALS AND FOWL TO INCLUDE A NEW SECTION 5-35 BACKYARD CHICKEN PILOT PROGRAM TO ALLOW THE KEEPING OF CHICKENS AND CHICKEN COOPS WITHIN CERTAIN RESIDENTIAL ZONING DISTRICTS; CREATING DEFINITIONS; ENUMERATING TERMS AND CONDITIONS CONCERNING THE KEEPING OF BACKYARD CHICKENS; ESTABLISHING A LIMITED PERMITTING PROCESS; PROVIDING FOR A SUNSET OR EXTENSION OF THESE REGULATIONS UPON REVIEW BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

Mayor Parrish opened the hearing up the public. There being no response, the public portion was closed.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve Ordinance No. 01-2017 on second and final reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 02-2017/ 2nd & Final Reading: Amending Appendix A, Zoning, Article XIII, Supplementary District Regulations, Section 28, Regulating Businesses Providing For The Sale Or Rental Of New and/or Used Vehicles. (17-69). (Community Services Director)

City Attorney Garganese read Ordinance No. 02-2017 into the record by title only as follows. He advised that this was the second and final reading of the ordinance and noted there were no changes since the last reading.

ORDINANCE NO. 02-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE XIII, SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 28, REGULATING BUSINESSES PROVIDING FOR THE SALE OR RENTAL OF

NEW AND/OR USED AUTOMOTIVE VEHICLES, AGRICULTURAL EQUIPMENT, MAJOR RECREATIONAL EQUIPMENT, AND MOBILE HOMES AND ACCESSORY USES THEREOF; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

Mayor Parrish opened the hearing to the public. There being no response, the public portion of the hearing was closed.

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve Ordinance No. 02-2017 on second and final reading.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. COUNCIL BUSINESS:

1. Approve a date correction for the St. Mark's Episcopal Academy Lions on the Run 5K, from Saturday, March 11, 2017 (4:00 pm - 7:00 pm) to Friday, March 10, 2017 (4:00 pm - 7:00 pm). (17-54). (Community Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consideration of a partial release of real property located at 1149 Masterson Street, Melbourne, which was previously owned by Gladys B. Thomas, current owner is Brevard Neighborhood Development Coalition. (17-66). (Community Services Director)

Mr. Belden provided a brief background on this item. He advised that the owner purchased the property in 2016 and they were requesting a partial release. The previous owner owns properties in Cocoa which have multiple liens and violations on all of them. He further provided a background on Brevard Neighborhood Development Coalition. They purchased the property from Ms.

Gladys B. Thomas, and unfortunately if there is a lien on a property it is attached to all properties.
This item went before the Code Board on January 19, 2017 and they recommended a partial release and a $250 administrative fee for processing the partial request.

Lynn Brockwell Carey, 2130 Cedarwood Drive, Melbourne, Florida, was representing the new owner. She noted they were unaware of this situation until they were approached by a developer who was willing to put up a lot of money to help build a facility. The developer found the liens. Additionally, the City of Melbourne voted to release the lien that they had on a property providing that they build a community center within three years. She advised that they appreciated Council's consideration.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve staff's recommendation to approve a partial release of real property located at 1149 Masterson Street, Melbourne, which was previously owned by Gladys B. Thomas, current owner is Brevard Neighborhood Development Coalition.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Carey thanked Council and advised that they were a United Way agency also and appreciated the City's efforts in fundraising.

3. Consider the appointment of Stephen Harrell as a member of the General Employees' Pension Board through September 30, 2017. (17-70). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. CITY BUSINESS:

1. Approval for the City of Cocoa to accept the donation of a Black and Tan Coonhound from Cocoa Community First, Inc. to be used for tracking, narcotics searches, and community outreach by the Cocoa Police Department, and to allow the City Manager sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Cocoa Community First, Inc. (17-51). (Chief of Police)

   Chief Cantaloupe introduced the item and noted that "Copper" the K-9 was in attendance.

   Councilwoman Warner advised that the breeder, Maureen, was in attendance. Maureen believed that Copper was a great fit for Cocoa.

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve the item.**

   AYES: Parrish, Boisvert, Blanco, Warner, Whipple

   THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Resolution amending the FY2017 Budget to transfer funds from Water/Sewer to the General Fund for the completion of the Utility Meter/Billing Audit performed by WRA which began in FY2016. (17-53). (Finance Director)

   City Manager Titkanich provided a brief background on this item advising that this came about based on concerns from rate payers within Cocoa's Utility system. They utilized Water Resource Associates to perform this audit. There have been some unfortunate issues with President Mark Farrell and they are now finalizing a review. A review and the study would come back and provided by either Mr. Farrell or one of his associates. This transfer will provide for finalization of the report.

* **MOTION by Councilwoman Warner; Seconded by Councilwoman Blanco, to approve the item.**

   AYES: Parrish, Boisvert, Blanco, Warner, Whipple

   THE MOTION CARRIED UNANIMOUSLY (5-0)

   City Manager Titkanich sent thoughts and prayers for Mr. Farrell as he heals.

3. Approve Continuation of Work with C & D Construction, Inc., Cocoa, Florida, for the 1.5 MG Elevated Storage Tank Structural Rehabilitation, Project No. WS1176; To Approve the Grading of the Project Site and Installation of a New Fence; To Approve a Resolution Amending the FY2017 Budget; Approve a Resolution Authorizing the City Manager to Approve Change Orders in an

Amount Not To Exceed $5,467 (10% of the contract amount). (17-55). (Utilities Director)

Mr. Walsh mentioned that this was a continuation of the project and he and the City Manager had discussed that if there was any money left over at the endo f the project, they would look at getting rid of the barbed wire. Additionally, they would be moving money into different a different department and looking into minor grading which was messed up a little. They would like to install a firmer product.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Parrish thanked him for all of the hard work that they did on the tank. It was a Brevard County landmark.

4. Approve Task Order # 2017-04 in the amount of $98,495 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey, Design and Permitting of Fiske Blvd. Phase 3 Design and Engineering (Project # PW 17SI); Approve Task Order #2017-05 in the amount of $61,190 to Quentin L. Hampton utilizing Continuing Service Agreement RFQ-16-01-COC (A) for the Survey and Design of the Broadmoor Acres Drainage Improvements (Project #SW 17BA); Approve the budget transfer and approve a Resolution amending the Fiscal Year 2017 budget. (17-56). (Public Works Director)

Mr. Wegerif mentioned that this item was for phase three of Fiske Blvd., from Highland to South Peachtree Street. It will require the installation of drainage, and will be basically a complete reconstruction of Fiske Blvd. Furthermore, since Broadmoor is adjacent to Fiske, a study would be done and they might integrate some of the drainage features.

* **MOTION by Councilwoman Warner; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a Resolution amending the FY2017 Budget to record transactions relating to the issuance of the $8,865,000 Capital Improvement Refunding Revenue Bonds, Series 2016. (17-61). (Finance Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve Amendment #1 to the Continuing Services Agreement as approved by City Council on September 23, 2015. Council approval for an amendment to Task Order 2017-26.1 to Cardno for the remaining delineation/confirmatory soil sampling, excavation/removal of impacted soil/backfill and report preparation of 300 Brunson Boulevard, the site of the new Fire Station #2 for an amount not to exceed $71,190; Approve a resolution amending the budget in the amount of $71,190. (17-75). (Public Works Director)

Mr. Wegerif explained that a cleanup was done on the Brunson site and there were contaminants that have been there for many years. They need to get the site completely clean. This is the next step before construction begins.

*** MOTION by Councilwoman Blanco; Seconded by Councilwoman Warner, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

None.

X. REPORTS:

Mr. Belden mentioned that Mardi Gras would be on Saturday, February 18, 2017. Gates will open at 5 pm. Street closures for the parade would begin at 3 pm.

Mr. Wegerif provided an update on Fiske Boulevard, noting that they were nearing completion. Striping on the road would be done and FPL promised LED lighting this month. The lights would be mounted to wooden poles and there would be a light on every pole. 50 additional lights would be installed.

City Attorney Garganese provided an update on the Florida Department of Environmental Protection and the Emma Jewel Stormwater property. The deed had been finalized and should be received any day. They were about a month ahead of schedule.

Councilman Whipple asked if there was a copy of the design being proposed. Mr. Wegerif advised that he would get him a copy of the plan.

City Manager Fuhrer provided a waterfront update and advised that requests had come in from interested parties and citizens regarding grant funding for derelict vessel removal. He explained the process in detail and pointed out that 21 vessels would be removed within the next month, however, none were related to Cocoa. Additionally, what is of greater interest to the City was a series of recommendations to the state legislature to be implemented in the upcoming session. These provide local governments more power to apply laws and codes on derelict vessels.

City Manager Titkanich advised that this past Tuesday he attended a meeting where the County Commission considered a resolution relating to CRA's. The item died for a lack of a second. On April 13, 2017 there would be a workshop. The City received a public records request on CRA's and the council was copied on his response to the request.

He also had the opportunity to speak with the City's state lobbyist about the pending legislation and other issues.

City Manager Titkanich mentioned that they discussed a local government fiscal transparency act. There was a workshop today and there were other requirements. He noted it was received from the Ways and Means Committee, after a question was posed by Mayor Parrish. City Manager Titkanich advised that budgets were available from 1999 to present, all online. He assured them that this would be looked further into, he just wanted to keep them apprised.

A letter was also received from Brevard County seeking authorization for two years for mosquito control/spraying to be done. Council has approved this in the past and it was to be done by May 31st.

IT WAS A CONSENSUS BY ALL COUNCIL FOR A LETTER TO BE WRITTEN FOR A TWO YEAR AUTHORIZATION.

City Manager Titkanich further noted that on January 31st an annual performance analysis was received from HUD. All activities were consistent with the plan. He thanked Nancy Bunt, Ellen Heuser, and Heidi Byron for their hard work.

He pointed out that in the Quality Cities magazine there was an article on the health center.

City Manager Titkanich mentioned that a complaint(s) might be received about work being done and contractors who were parked in the City Hall parking lot. They have been advised as to where to park in the future.

In closing, he reminded everyone that Tuesday, February 21st at 6 p.m. is the Mayor's Town Hall meeting at Fire Station #1, in Cocoa and lastly, advised that Assistant City Manager Fuhrer would be filling in for him at the February 28th City Council meeting as he would be receiving an award at UCF.

Councilman Whipple was proud of the City Manager and the way that he conducted himself at the County Commissioners meetings. He wanted to publicly acknowledge him for that.

He mentioned that at the SCLC's executive board meeting, CRA's were on the agenda as well. He further mentioned that there were two students from Cocoa High School in attendance. He was very proud that high school students were taking an interest in local government.

Councilwoman Blanco gave kudos to Chief Cantaloupe and his community relations officer for their good work they were doing in the community and community watch meetings. There have been three so far and they were engaging the citizens. She believed it was all a very positive program and residents will begin to see the benefits of this program. She hoped that crime would get under control and it would help improve the blighted areas.

Councilwoman Warner echoed what Councilwoman Blanco stated and believed that it was helping. She had received good feedback and it was also nice to have the lemonade stand running in order to keep the children engaged.

Councilwoman Warner would not be attending the Mardi Gras parade or event, as she would be at a dog show.

Deputy Mayor Boisvert agreed with Councilman Whipple about the City Manager's presentation regarding CRA's. He made the City proud and that was why we were the number one City, everyone works together and has a positive attitude. He also concurred about the community meetings with the police department.

Mayor Parrish advised that he attended Titusville's Mardi Gras and hoped that ours was better.

He reminded everyone about his Town Hall meeting next Tuesday night. He pointed out that four years ago there were a lot less opportunities within the City limits. A lot was happening and an article would be coming out next week regarding upcoming developments on SR 520 and SR 524. All four corners of the City were growing.

Mayor Parrish noted that all of the public facilities were about done and he believes that they need to consider replacing the Civic Center at some point. Other cities were trying to catch up with Cocoa.

.

In regards to CRA's, he believes that cities were coming together in order to support them. There are a few people against CRA's, but they only help people, and doing away with them would hurt the citizens of the county.

He asked if solar light, or something to that effect, be put on the Cocoa sign at the north end of US 1 so that it can be lit up at night. Mr. Wegerif agreed to look into it but it would have to be permitted through FDOT.

Mayor Parrish asked about the naming of Fire Station 1. City Manager Titkanich advised that it was staff's intent to bring back an item to Council based on the City's naming policy. Former Councilman Furbish was an avid believer in public safety and the intent was to name the station after him.

In closing, Mayor Parrish believed that all staff and Council were doing a great job and he wanted all to keep in mind that people were watching what Cocoa was doing.

City Manager Titkanich added that the application process had started for the Summer Youth Employment Program. Students should check with their guidance counselor for information and applications are due by April 7, 2017.

In closing, he reminded everyone that Monday, February 20th was Presidents Day and city offices would be closed.

IX. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Blanco, to adjourn the Regular meeting of February 14, 2017.**

AYES: Parrish, Boisvert, Blanco, Warner, Whipple

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:50 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk



February 14, 2017

CITY OF COCOA CASH/INVESTMENTS UPDATE

Investment Strategy for Government Entities

- Florida Statutes Chapter 218.405 Primary objectives, in priority order:
  - 1. Safety
  - 2. Liquidity
  - 3. Competitive returns with minimization of risks

COCOA FLORIDA

Investment Strategy for Government Entities

- Florida Statutes Chapter 218.415
  - Local Government Investment Policies

The City's Investment Policy sets forth the investment objectives and parameters for the management of City of Cocoa funds. This policy is designed to safeguard the City's funds, ensure the availability of funds when needed, and provide for an investment return competitive with comparable funds and financial market indices.

COCOA FLORIDA

City Investments and Other Funds

- SunTrust Bank – City operating funds
- Community Bank of the South – City hurricane or other disaster funds
- State Board of Administration (SBA)
- Regions Bank - Managed investments held in Trust

SunTrust Bank

- Operating Account
- Payroll Account
- Worker's Compensation Account
- Series 2016 Fire Protection Assessment Revenue Bond Account – Fire Stations Project Account

Total amount in SunTrust Bank is

~ $40,924,185 @ 12/31/2016

Note - $7,913,940 in the project fund will be spent within one year.

COCOA FLORIDA

Community Bank of the South

- Hurricane or other disaster funds

  - Certificate of Deposit 6 months
  - Certificate of Deposit 12 months
  - Certificate of Deposit 18 months
  - Money Market Account

Total amount in Community Bank of the South is ~ $2,070,248 @ 12/31/2016

COCOA FLORIDA

State Board of Administration (SBA)

- The City has six accounts with the SBA
  - The City uses the SBA to further diversify it's investment options under the City's Investment Policy
  - These funds are very liquid

Total amount in the SBA is ~ $ 718,889

@ 12/31/2016

Managed Funds

- Insight Investment – BNY Mellon Co.
- Manages four accounts held in Trust at Regions Bank
  - Enhanced Cash
  - Operating
  - Restricted
  - Reserves

Total managed funds is ~ $46,081,282 @ 12/31/2016

Dave Witthohn, CFA

Senior Portfolio Manager

- Discussion on the City's managed funds – Active vs. Passive
- Diversification importance – type and time
- Investment Policy compliance
- Market outlook
- City's strategy to maximize income while safeguarding the City's assets

DRAFT05

City of Coca Annual Review

David Witthohn, CFA, Senior Portfolio Manager

February 2017

A BNY MELLON COMPANY℠

Insight INVESTMENT

Table of contents

1. Market environment and strategies
2. Performance versus benchmark
3. Sector allocation
4. Portfolio and compliance summary
5. Custody 1 operating portfolio holdings
6. Custody 2 restricted portfolio holdings
7. Custody 3 reserve portfolio holdings
8. Enhanced Cash custody portfolio holdings
9. Important disclosures

DRAFT05

Market environment and strategies
Fourth quarter 2016 Economic commentary

DRAFT

On November 8th, Donald Trump was elected as the next president, suggesting significant changes to global trade arrangements, tax policies and industrial policy over the next four years. Going into 2017, the timing and details of these policies and the response from important trading partners will be a determining factor for the global economic outlook. Many initial appointments to president-elect Trump's cabinet have come from the business community and are likely to support tax cuts, which should boost investor confidence. With domestic economic data remaining robust, the market had fully priced in the rate hike of 25bp to the Federal funds target rate, to a range of 0.50% to 0.75%, at the time of the Federal Open Market Committee meeting on December 13-14. In Europe the focus is likely to be on upcoming elections in France, the Netherlands, and Germany as well as the Brexit negotiations. The outlook for emerging markets is likely to be heavily influenced by potential Trump policies as well as their implications for the US dollar. Fundamentally, we continue to see some further improvements in the Asian trade complex, but idiosyncratic issues including politics and the collateral damage from fiat money reform to encourage banking usage (India, Venezuela) has the potential to reduce their contribution to global growth.

From a domestic inflation perspective, oil prices and broader commodities have remained volatile, but are firmly in positive territory year-to-date. With West Texas crude prices above $50, year-over-year declines washed out at the beginning of December. Personal consumption expenditure releases are likely to move into focus next year, although the latest core consumption reading was weaker than expected at 1.6% for November. Similarly, core inflation in the US should continue to face upward pressure from the rental component next year, after a fall from 2.3% to 2.1% since August. Producer price inflation has continued on its upward trajectory at 1.3% for November.

One result from this improving economic and inflation landscape was a significant rise in US Treasury yields. Yields on 10-year US Treasuries steadily climbed from the 1.35% summer low to 1.80% partly in response to improving growth fundamentals, but also due to growing concern that extraordinarily accommodative global monetary policy may be nearing an end. Then abruptly, following the one-two punch of the election and the December Federal Reserve rate hike, 10-year notes finished the year at 2.45%.

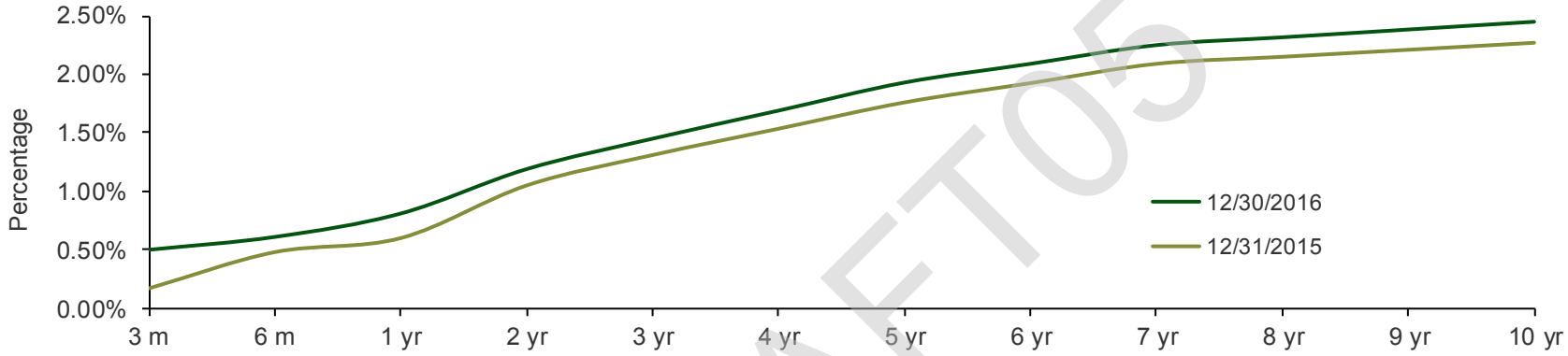
The credit sectors within the fixed income market finished the fourth quarter and 2016 with positive momentum. The performance turnaround from the beginning of the year was supported generally by accommodative global central bank policy, rebounding commodity markets and improving economic data. After all, both the European Central Bank and the Bank of England introduced corporate bond purchase programs as part of their mandates that eventually took risk premiums tighter. The final potential negative catalyst for the year took the form of the US election, which resulted in further risk premium compression on optimism for growth-oriented fiscal policy in 2017. The net result for US investment grade and below investment grade corporate securities was outperformance versus US Treasuries of 4.9% and 15.7% respectively, during 2016. The worst performing sector of significance within fixed income proved to be agency mortgage-backed securities as this sector remains prone to interest rate volatility.

During the past three years market direction was primarily dictated by central bank policy. In thinking about 2017, a more balanced approach to managing macro risks is likely required. Namely, central bank policy, government policy and realized economic growth will likely have equal contributions to market direction. As such, we anticipate evaluating fiscal policies and economic fundamentals more substantially in 2017 as potential catalysts for market change. Perhaps this will lead to healthier investment markets that are not distorted by central bank policy. Maybe true market diversification will be the result, as returns from duration positioning, sector and sub sector allocation will potentially be less correlated.

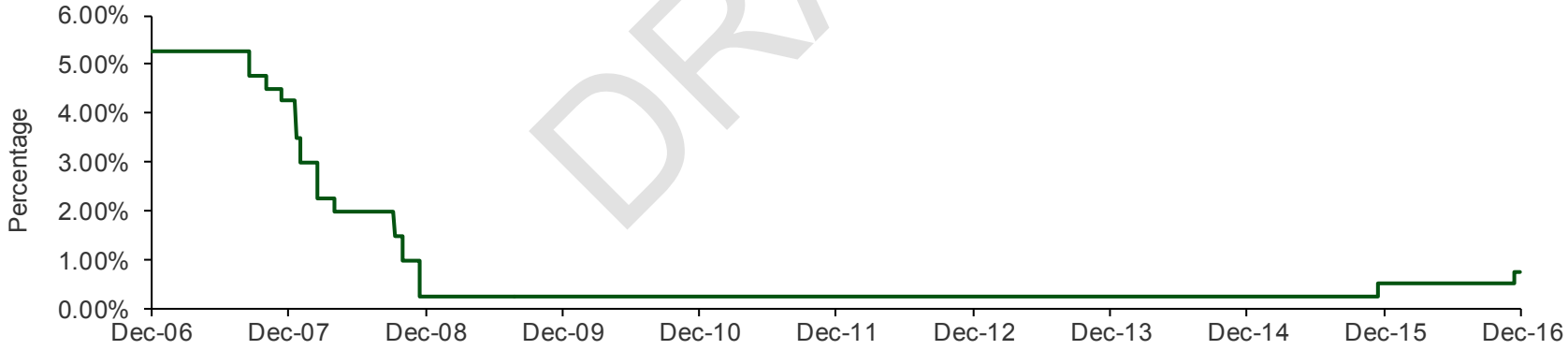
As of December 31, 2016.

Market environment and strategies
US economic indicators

Comparative historical yield curves[1, 2]



Fed funds target rate[2]



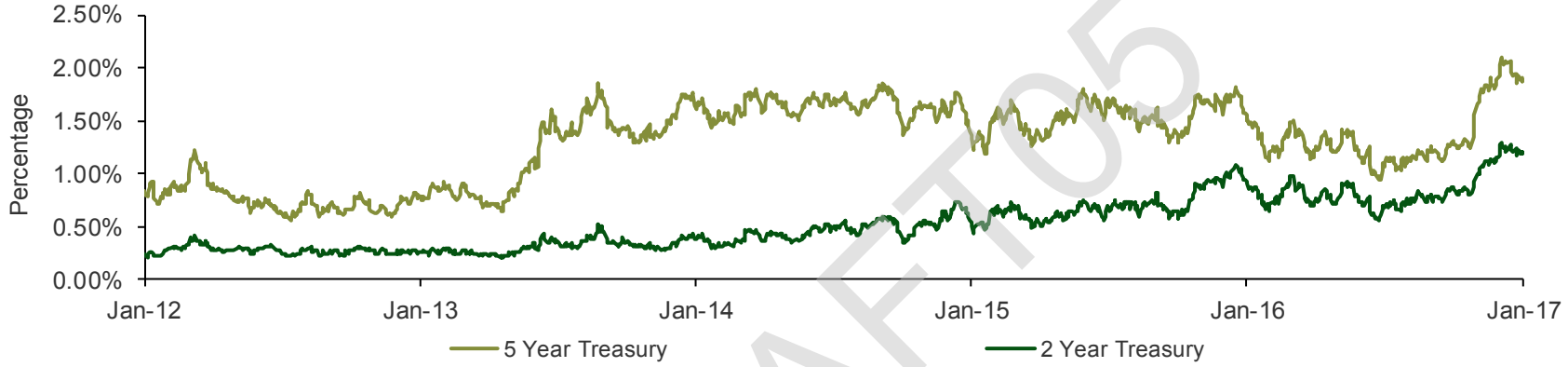
DRAFT05

Source: Bloomberg LP, [1] December 31, 2015, [2] December 31, 2016.

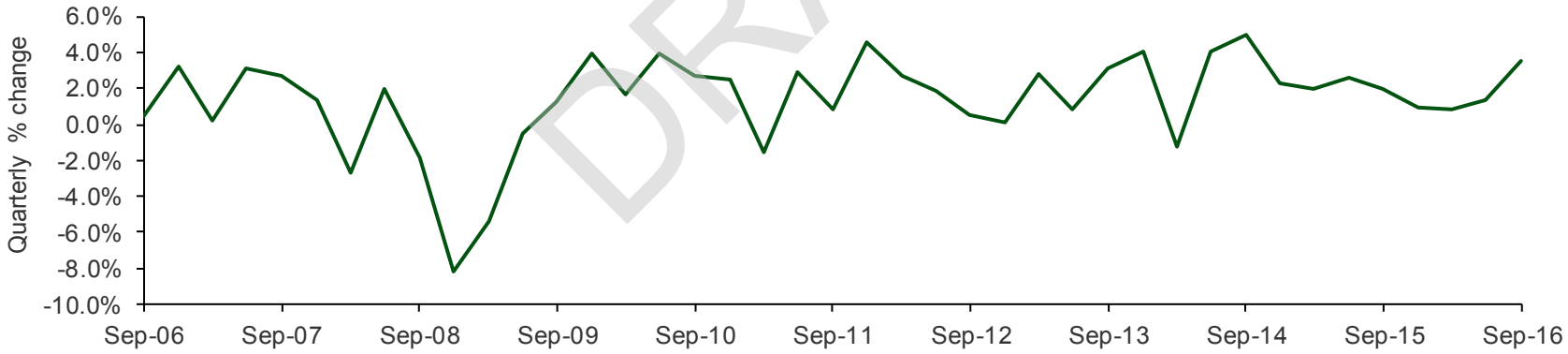
Market environment and strategies

US economic indicators

Two-year and five-year treasury yields: January 2012–2017[1]



Gross domestic product (GDP)[2]

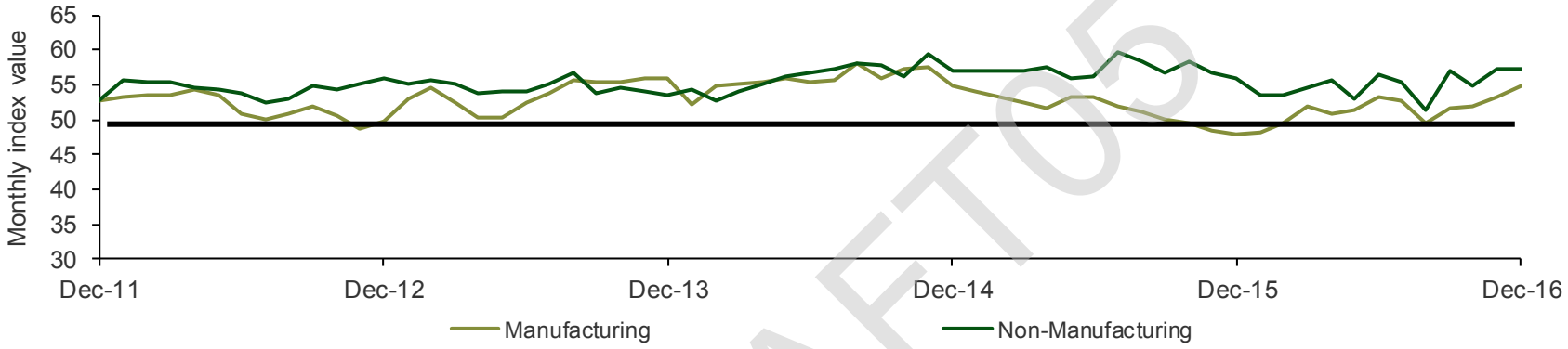


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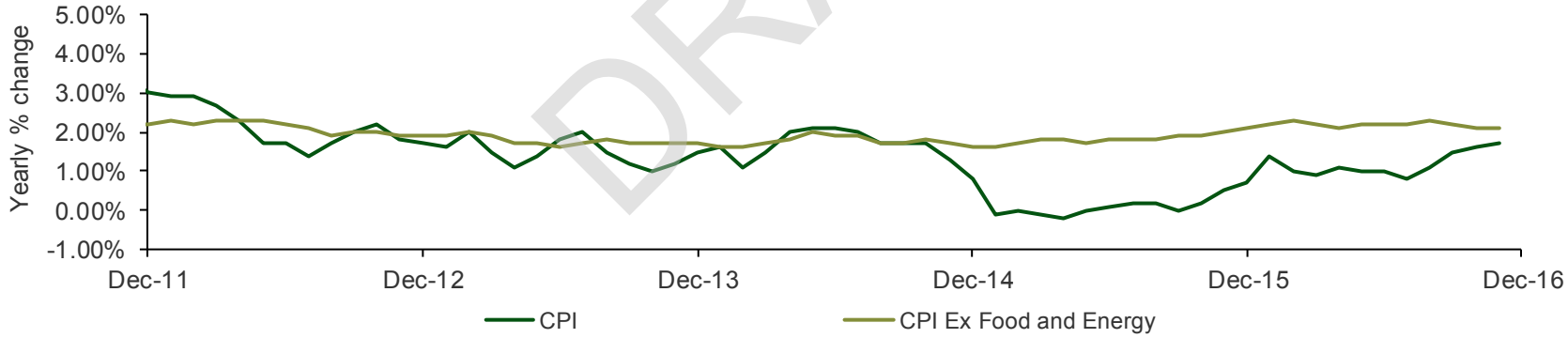
Source: Bloomberg LP, [1] January 13, 2017, [2] September 30, 2016.

Market environment and strategies
US economic indicators

Institute for supply management manufacturing and non-manufacturing business activity



Consumer Price Index (CPI)

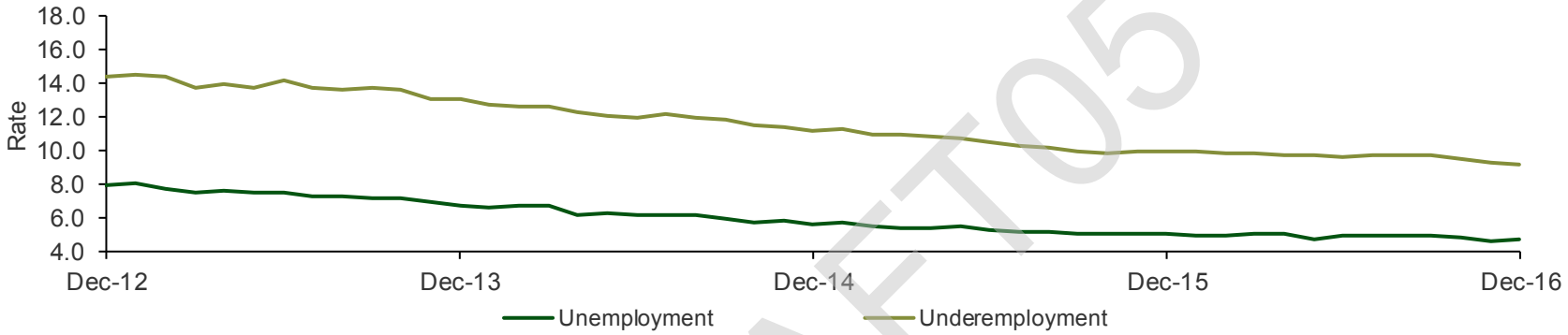


DRAFT05

Source: Bloomberg LP, December 31, 2016.

Market environment and strategies
US economic indicators

Unemployment and underemployment



DRAFT05

Source: Bloomberg LP, December 31, 2016.

Performance versus benchmark

As of December 31, 2016. **Past performance is no assurance of future returns. Investment in any strategy involves a risk of loss.** Returns are gross of fees. Performance results do not reflect the deduction of investment advisory fees. Client's returns will be reduced by the investment advisory fees and other expenses. Please refer to the important disclosures and index definitions at the back of this presentation.

DRAFT05

PERFORMANCE

As of December 31, 2016

Total return performance (%)

	1 month	3 months	YTD	1 year	3 years*	5 years*	Since inception*
CITY OF COCOA CUSTODY 1 OPERATING	0.08	-0.37	1.11	1.11	0.80	0.73	0.88
Benchmark	0.03	-0.43	0.89	0.89	0.68	0.57	0.69



DRAFT05

*Returns for periods greater than one year are annualized
Returns are gross of fees
Portfolio inception is 11/30/2010

Benchmark history

BOA ML US Treasuries 1-3 Yrs: 11/30/2010 - present

PERFORMANCE

As of December 31, 2016

Total return performance (%)

	1 month	3 months	YTD	1 year	3 years*	5 years*	Since inception*
CITY OF COCOA CUSTODY 2 RESTRICTED	0.06	-0.39	1.02	1.02	0.77	0.71	0.87
Benchmark	0.03	-0.43	0.89	0.89	0.68	0.57	0.69



DRAFT05

*Returns for periods greater than one year are annualized
Returns are gross of fees
Portfolio inception is 11/30/2010

Benchmark history

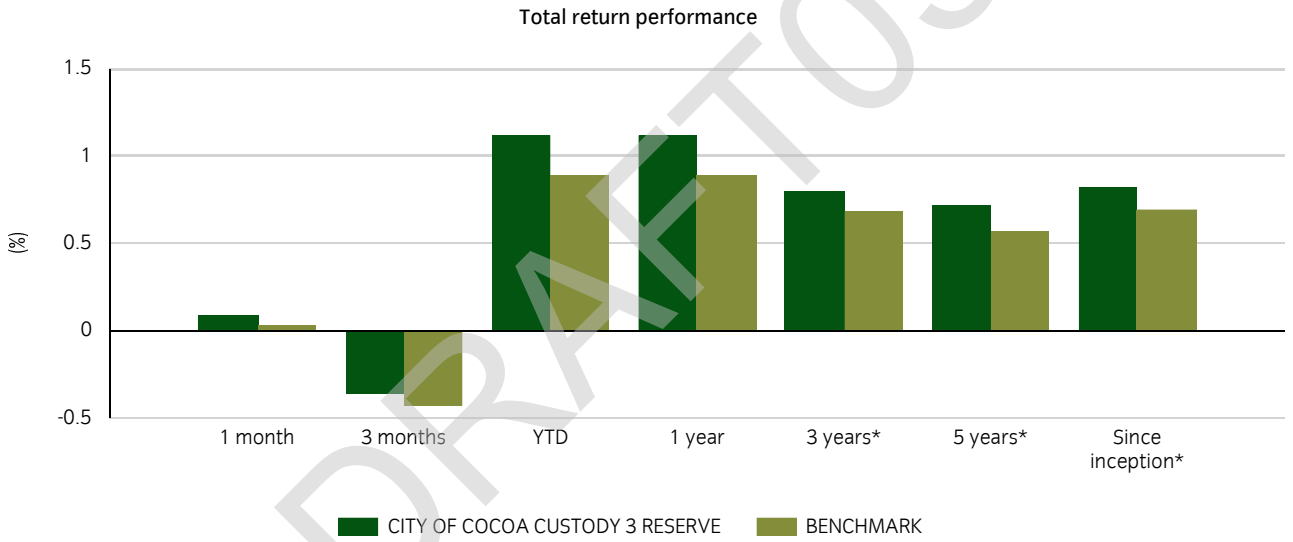
BOA ML US Treasuries 1-3 Yrs: 11/30/2010 - present

PERFORMANCE

As of December 31, 2016

Total return performance (%)

	1 month	3 months	YTD	1 year	3 years*	5 years*	Since inception*
CITY OF COCOA CUSTODY 3 RESERVE	0.09	-0.36	1.12	1.12	0.80	0.72	0.82
Benchmark	0.03	-0.43	0.89	0.89	0.68	0.57	0.69



DRAFT05

*Returns for periods greater than one year are annualized
Returns are gross of fees
Portfolio inception is 11/30/2010

Benchmark history

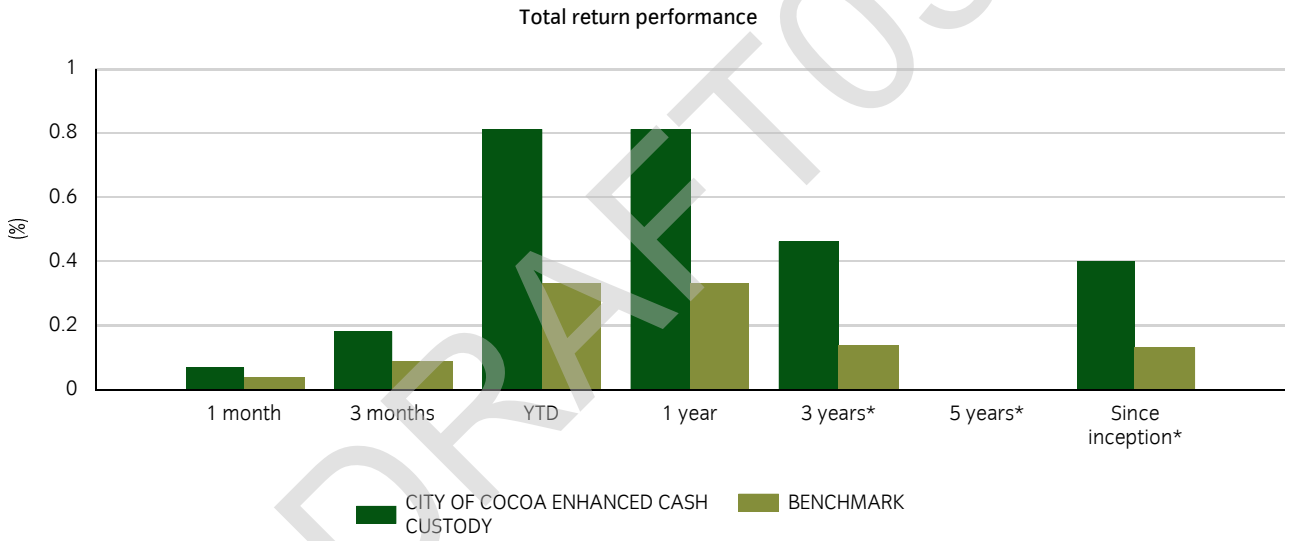
BOA ML US Treasuries 1-3 Yrs: 11/30/2010 - present

PERFORMANCE

As of December 31, 2016

Total return performance (%)

	1 month	3 months	YTD	1 year	3 years*	5 years*	Since inception*
CITY OF COCOA ENHANCED CASH CUSTODY	0.07	0.18	0.81	0.81	0.46	-	0.40
Benchmark	0.04	0.09	0.33	0.33	0.14	-	0.13



DRAFT05

*Returns for periods greater than one year are annualized
Returns are gross of fees
Portfolio inception is 05/11/2012

Benchmark history

BOA ML 3M U.S.T-BILL: 05/11/2012 - present

Insight INVESTMENT

DRAFT05

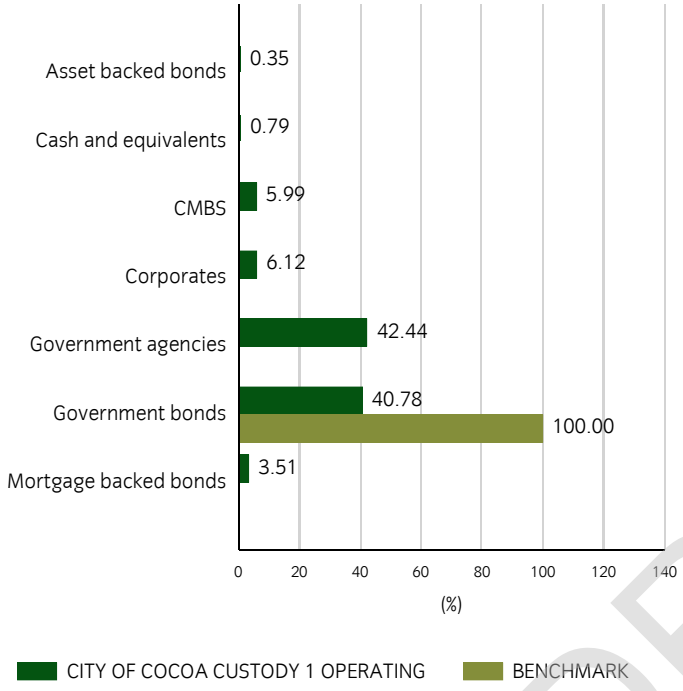
Sector allocation

The following list of allocations and holdings is only valid as of December 31, 2016 and should not be relied upon as a complete listing of past investment decisions. Allocations and holdings are subject to change without notice, may not represent current or future decisions and should not be construed as investment recommendations.

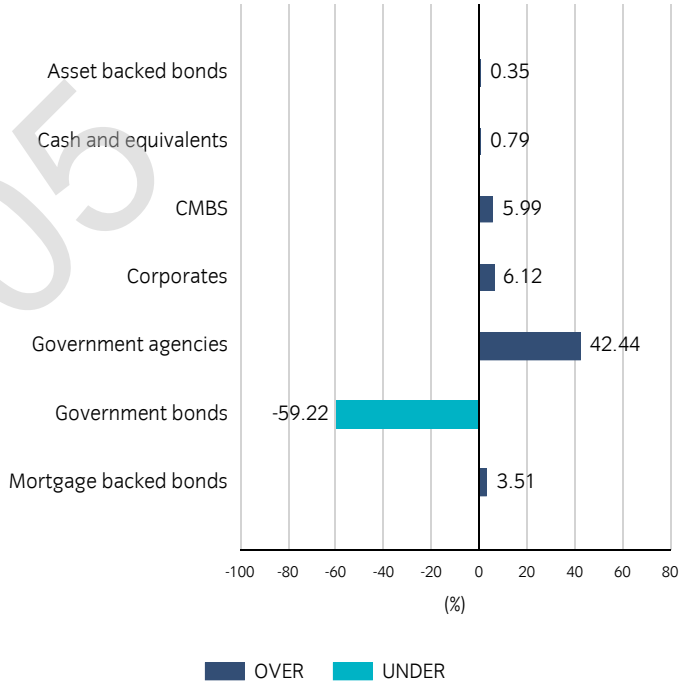
SECTOR ALLOCATION

As of December 31, 2016

Asset allocation by sector



Over/under comparison of asset allocation

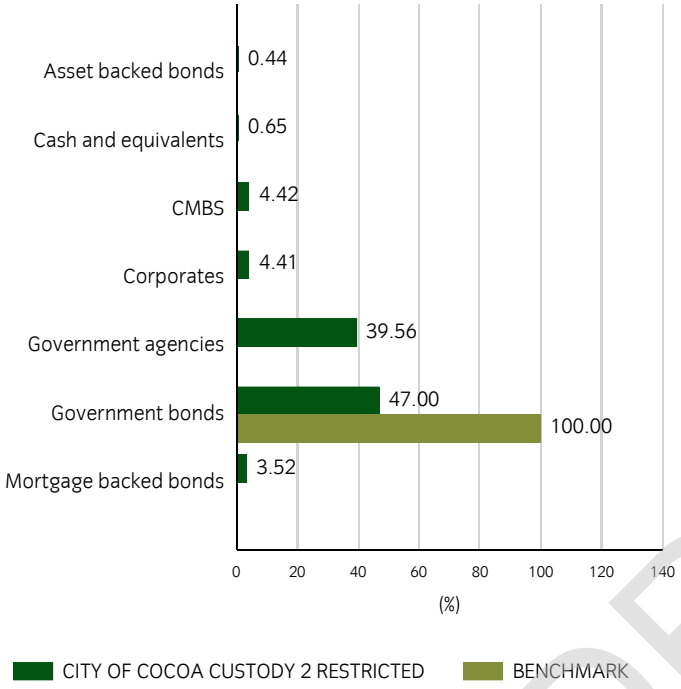


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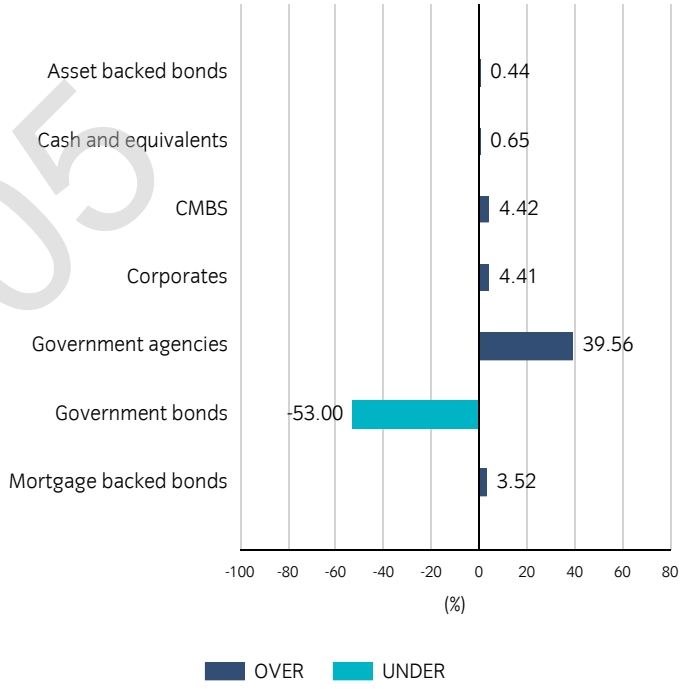
SECTOR ALLOCATION

As of December 31, 2016

Asset allocation by sector



Over/under comparison of asset allocation

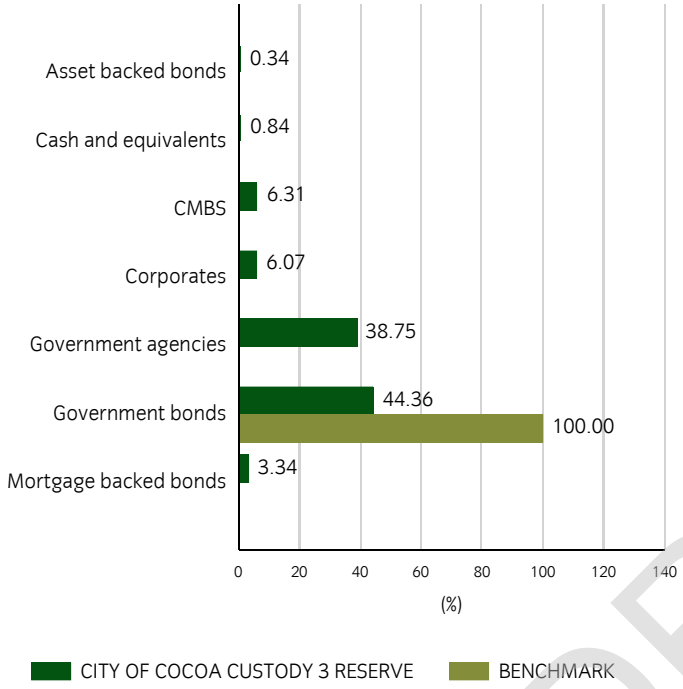


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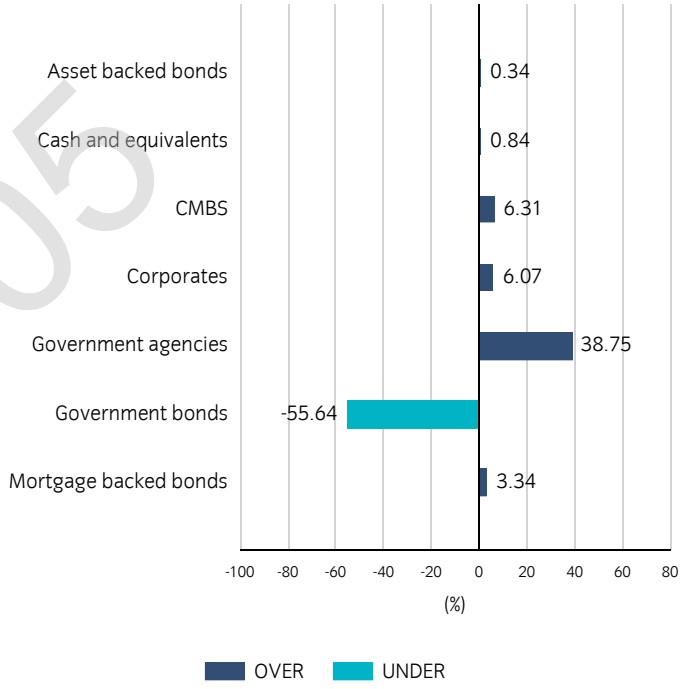
SECTOR ALLOCATION

As of December 31, 2016

Asset allocation by sector



Over/under comparison of asset allocation

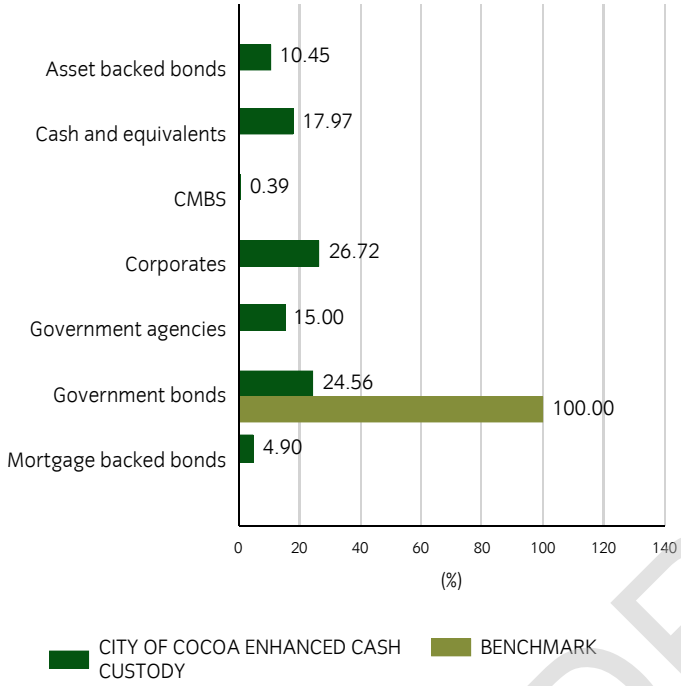


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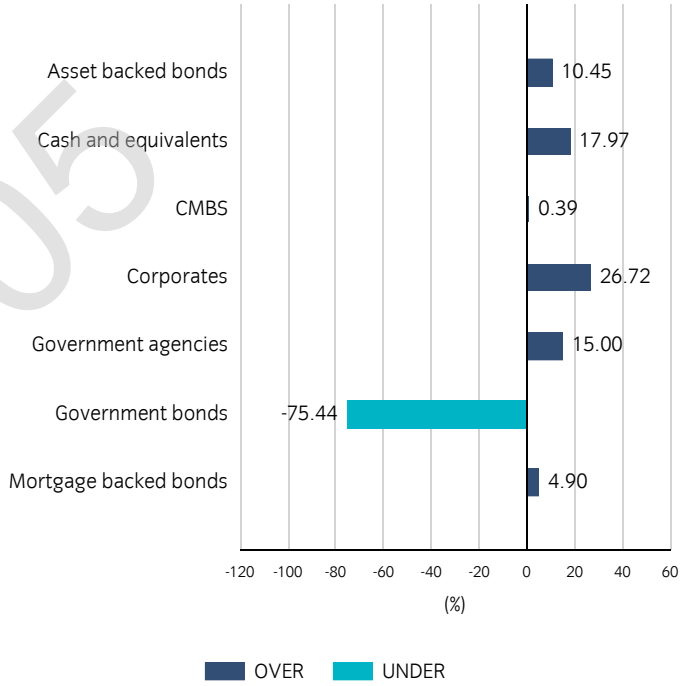
SECTOR ALLOCATION

As of December 31, 2016

Asset allocation by sector



Over/under comparison of asset allocation



DRAFT05

Insight INVESTMENT

Portfolio and compliance summary

The following list of allocations and holdings is only valid as of December 31, 2016 and should not be relied upon as a complete listing of past investment decisions. Allocations and holdings are subject to change without notice, may not represent current or future decisions and should not be construed as investment recommendations.

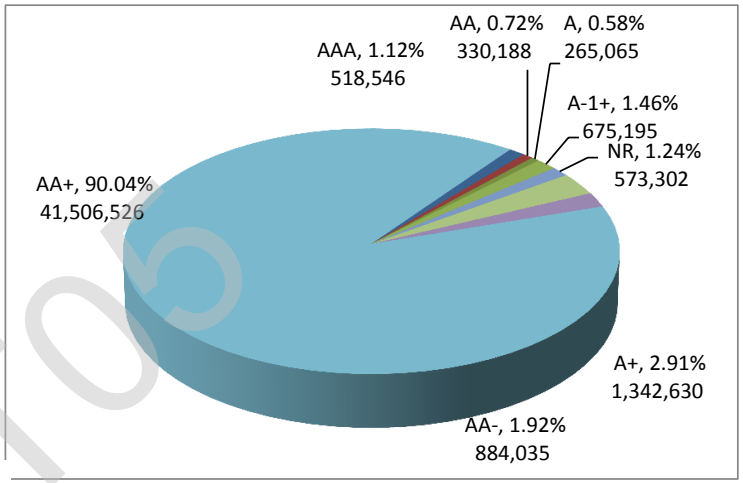
DRAFT05

City of Cocoa

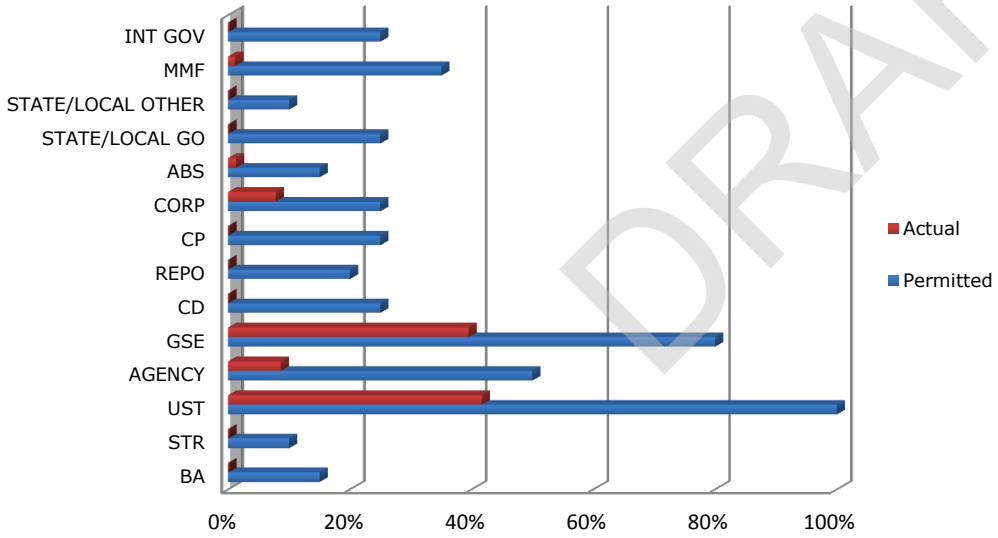
Portfolio and Compliance Summary
Month Ended December 31, 2016

Portfolio Composition [1,2,3]	Permitted	Mkt Value	Actual	
Banker's Acceptances	15%	0	0.00%	✓
U.S. Treasury Strips	10%	0	0.00%	✓
U.S. Government Securities (UST)	100%	19,203,484	41.66%	✓
U.S. Government Agencies	50%	3,987,368	8.65%	✓
Instrumentalities (U.S. Sponsored)	80%	18,220,605	39.53%	✓
Certificates of Deposit	25%	0	0.00%	✓
Repurchase Agreements	20%	0	0.00%	✓
Commercial Paper	25%	0	0.00%	✓
Corporate Notes	25%	3,592,181	7.79%	✓
Asset Backed Securities	15%	581,836	1.26%	✓
State and Local Govt - GO	25%	0	0.00%	✓
State and Local Govt - Revenue/Excise Tax	10%	0	0.00%	✓
Money Market Funds	35%	510,012	1.11%	✓
Intergovernmental Inv Pools	25%	0	0.00%	✓
Total Assets		**46,095,487**	**100%**	

Ratings Distribution[4]



Portfolio Composition - Permitted vs. Actual



Ratings [4]	Permitted	Actual	
Min Rating - Certificates of Deposit	A-1	-	✓
Min Rating - Commercial Paper	A-1	-	✓
Min Rating - Corporate Notes	A-	A	✓
Min Rating - State and Local Govt	A-	-	✓
Min Rating - Money Market Funds	AAA	AAA	✓
Min Rating - Banker's Acceptance	A-1	-	✓
Min Rating - Asset Backed	AAA	AAA	✓

Industry Concentrations	Permitted	Actual	
Max Industry - Commercial Paper	10%	0.00%	✓
Max Industry - Corporates	10%	1.91%	✓
Max Industry - Asset Backed	5%	1.04%	✓

DRAFT05

Notes:

1. Based on Market value as of December 31, 2016. Percentages shown by Sector Type.
2. Sector Permitted Allocation Security Type/Sector/Issuer.
3. FDIC Sector securities have U.S. Government Guarantee and are classified as U.S. Government Agencies.
4. As of June 30, 2012, the methodology used for US Treasury and US Agency ratings reflects the methodology used within the respective benchmark.

City of Cocoa

Portfolio and Compliance Summary
Month Ended December 31, 2016

Top Holdings (Non-Govt)	Permitted	Actual	
Chevron Corp	2%	1.61%	✓
Cisco Systems Inc	2%	1.52%	✓
Apple Inc	2%	1.38%	✓
JP Morgan Chase & Co	2%	1.27%	✓
Berkshire Hathaway Inc	2%	0.72%	✓
Duke Energy Corp	2%	0.58%	✓
Nissan Auto Lease Trust	2%	0.36%	✓
Honda Auto Receivables Owner Trust	2%	0.36%	✓
Volkswagen Auto Lease Trust	2%	0.30%	✓
Exxon Mobil Corp	2%	0.29%	✓

Maturity	Permitted	Actual	
Max Years Maturity (UST)	7	3.92	✓
Max Years Maturity (U.S. Government Agencies)	7	2.37	✓
Max Years Maturity Instrumentalities (U.S. Sponsored)	7	4.74	✓
Max Years Maturity (Corporate)	3	2.73	✓
Max Years Maturity (State and Local Govt)	5	0.00	✓
Max Days Maturity (Commercial Paper)	270	0.00	✓
Max Days Maturity (Repurchase Agreement)	90	0.00	✓
Max Years Maturity (CD)	1	0.00	✓
Max Days Maturity (DA)	180	0.00	✓

Agency Issuer Concentration	Permitted	Actual	
Fed Farm Credit Bank (FFCB)	25%	1.60%	✓
Fed Home Loan Bank (FHLB)	25%	13.98%	✓
Fannie Mae (FNMA)	25%	14.16%	✓
Freddie Mac (FHLMC)	25%	9.79%	✓
Ginnie Mae (GNMA)	10%	0.00%	✓
Farmers Home Adm (FMHA)	10%	0.00%	✓
Fed Housing Adm (FHA)	10%	0.00%	✓
Housing Urban Development (HUD)	10%	0.00%	✓
Tennessee Valley Auth (TVA)	10%	0.00%	✓
Private Export Funding (PEFCO)	10%	0.00%	✓
Resolution Funding Corp (RFCO)	10%	0.00%	✓
Agency for International Dev (AID)	10%	0.92%	✓
FDIC Guaranteed (FDIC)	10%	0.00%	✓
National Credit Union Admin (NCUA)	10%	1.44%	✓
Overseas Private Invest. Corp. (OPIC)	10%	6.29%	✓
Total		**48.18%**	

DRAFT

Portfolio Maturity Distribution



	0 - 3 Mths	3 - 6 Mths	6 - 9 Mths	9 -12 Mths	1 - 1.5 Yrs	1.5 - 2 Yrs	2 - 3 Yrs	3 - 4 Yrs	4 - 5 Yrs	5 Yrs +
Mkt Value	1,460,301	1,532,275	925,237	1,885,961	9,724,309	10,229,396	19,001,737	729,871	606,401	-
Percentage	3.17%	3.32%	2.01%	4.09%	21.10%	22.19%	41.22%	1.58%	1.32%	0.00%

Legislation Details (With Text)

File #:	17-111	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/2/2017			**In control:**	City Council
On agenda:	3/14/2017			**Final action:**	
Title:	Approve the Minutes for the Mayor's Town Hall meeting of February 21, 2017, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-21-17 Minutes Town Hall Meeting.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 2, 2017
Agenda Date: March 14, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Mayor's Town Hall meeting of February 21, 2017, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves the minutes of all its meetings following transcription.

RECOMMENDED MOTION:

Approve the Minutes for the Mayor's Town Hall meeting of February 21, 2017, as written or with amendments.

MINUTES

CITY OF COCOA
MAYOR'S TOWN HALL MEETING

February 21, 2017

A Town Hall Meeting was held on Tuesday, February 21, 2017, at Cocoa Fire Station #1, located at 114 First Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:11 p.m.

Present:	Henry Parrish	Mayor
	Don Boisvert	Deputy Mayor
	Brenda Warner	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Jeri Blanco	Councilwoman
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Angela Ferguson	Assistant City Clerk
Absent:	Anthony Garganese	City Attorney

Mayor Parrish welcomed everyone to the Town Hall Meeting and introduced Council to all in attendance. He pointed out that former Councilman Greenwood was also present.

City Manager Titkanich introduced staff.

Ed Wegerif, Public Works Director; Teri Butler, Finance Director; Mike Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; Tom Redmond, District Fire Chief; Rusty Sengel, Fire Lieutenant; Tammy Gemmati, Administrative Services Director; Katherine Ennis, Deputy Utilities Director; Jack Walsh, Utilities Director; Steven Belden, Community Services Director; and Trevius Folston, Helpdesk Support Tech.

II. Discussion Topics

1. Citizen Input

Mayor Parrish welcomed questions or comments from the citizens in attendance.

Aleck Greenwood complimented Mr. Wegerif regarding the overhaul of Florida Avenue and indicated it will be exceptionally beautiful when complete. He wanted all to know that approximately seventy (70) on street parallel parking spaces will be added and stressed their importance. The streets will be narrower which will force drivers to go a bit slower.

Mr. Wegerif spoke about the expansion of stormwater retention via an easement that was purchased from AT & T, which was good since the downtown area has very little.

Councilwoman Warner inquired if the Florida Avenue street project could be touted as a project to prevent run off to the Indian River Lagoon and in response Mr. Wegerif confirmed that it could. He added that the City had received $20,000 from the *Save the Indian River Lagoon* organization as result of the ½ cent sales tax to assist in further efforts and construct a baffle box.

City Manager Titkanich noted that this project was conceived by the Cocoa Community Redevelopment Agency and a partnership between Stormwater, Utilities, and the Space Coast TPO. He affirmed that there would be a ceremony once the project was complete.

Larry Sinclair, 1052 Mitchell Street congratulated Council and Mr. Wegerif for the drainage redesign and improvements in Broadmoor Acres. It means a lot to him and the residents. He thanked the Police Department, specifically Chief Cantaloupe and Officer Hattaway for attending the neighborhood watch at Olive Street and North Carolina Avenue, the turnout was good and the neighbors are responding. He told Mr. Wegerif that he liked the LED lighting on Fiske Boulevard and it was a sure mark of improvement. He said he will continue to work with the City to bring Broadmoor Acres back up.

Laura Houston spoke of former Councilman Furbish's service and that Cocoa was a better place because of him. She advised that the U.S. 1 CRA board members were brainstorming and asked if the City could name something in his honor and remembrance.

In response, Mayor Parrish informed her that Cocoa Fire Station #1 would be named in his honor.

Ms. Houston responded to Mayor Parrish's question regarding reducing crime and shared that the 800 apartments (800 N. Fiske Blvd) and the laundry mat

across the street is not a place to be out at night and suggested more police presence and visibility. Ms. Houston stressed that the problems are bigger than Cocoa and that the nation has seen a 25% increase in crime overall. She is very supportive to police and gives Cocoa a B+ on combating crime.

City Manager Titkanich spoke about the new employee healthcare center in opening in Satellite Beach and advised it was a partnership between Cocoa Beach, Rockledge, and Satellite Beach. There will be expanded hours for employees.

He shared that there was a good article in the FLC's Quality Cities publication about the health center. He shared that Cocoa experienced a 19% reduction in regular physician visits, a 30% reduction in urgent care visits, a 2 ½% reduction in emergency room visits, and an 11% reduction in generic prescriptions. He expressed that the center is well received and liked by employees.

City Manager Titkanich advised all that the City went out to debt twice and refunded the 2007 bonds from the City Hall build and indicated there was a 2.2% savings on the term of the debt. The City received an A+ rating and has a stable look which speaks well of the fiscal health.

City Manager Titkanich spoke about the various economic development projects of the City naming the new Wawa, Erdman Toyota and the new Walmart distribution center which will add at least 239 jobs for Cocoa and bring in and expected $100 million dollars in capital investments to the City. He advised the 2016/2017 Annual Economic Development Update brochure was available for any citizen that would like one.

He pointed out the population increase in the City of 11.7% since 2000.

Mr. Sinclair mentioned that the home vs. rental percentage is less than the national standard; below the 50% percentile.

City Manager Titkanich shared that Brevard County is going after the Community Redevelopment Agencies (CRAs) in an effort to halt their future creation. He spoke in detail about the County resolutions and pointed out that the City of Cocoa's Diamond Square CRA is a poster child of why CRAs should exist. The City would be represented and be in attendance at the April 13, 2017 workshop. He advised all that the County needs to know how the citizens could be impacted and that those impacts could affect the future of the Diamond Square CRA.

Ms. Houston shared that she spoke with Commissioner Iznardi and that they are pushing it. She noted that Commissioner Iznardi and Commissioner Tobia will vote together. She will do further research.

City Manager Titkanich said it was a fight and reiterated his call on citizens to speak about their personal stories.

Mayor Parrish said Cocoa is walking into a political trial and the County needs know.

Councilman Whipple felt that City Manager Titkanich is their right one to reply for the City regarding the CRAs and that we as a City need to put something on the County's mind.

Ms. Houston felt that the expirations of the CRA's was a concern.

City Manager Titkanich explained the timeframes as noted in the CRA resolutions.

He referenced the true need to continue the Diamond Square RDA because the census tract is in the top 10 of the poorest in the state.

Councilwoman Warner thanked Larry Sinclair, Laura Houston, and Nancy Furbish for attending.

Councilman Whipple said he was glad to be here and wants to move forward with the citizens.

Deputy Mayor Boisvert thanked everyone for coming and that City Manager Titkanich hit a grand slam with his knowledge of the CRAs.

Councilwoman Blanco asked how the district meetings can be noticed more so the public is aware.

Ms. Furbish suggested Councilmembers compile email lists of their constituents and get the word out there in an email notification.

Chief Prince thanked all for coming and showed the new Squad 30 quick response rescue truck. He noted that the cost came under budget.

II. ADJOURNMENT:

The meeting was adjourned at 7:06 pm.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by A. Ferguson, Assistant City Clerk)

Legislation Details (With Text)

File #:	17-93	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	2/15/2017			**In control:**	City Council
On agenda:	3/14/2017			**Final action:**	
Title:	Council Approve the City of Cocoa to accept the donation of four ballistic shields and a rifle scope from an anonymous benefactor for use by the members of the Police Department during day to day operations and special operations. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 15, 2017
Agenda Date: March 14, 2017
Prepared By: Susan L. Austin, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Council Approve the City of Cocoa to accept the donation of four ballistic shields and a rifle scope from an anonymous benefactor for use by the members of the Police Department during day to day operations and special operations.

BACKGROUND:

The Cocoa Police Department received an anonymous donation of a rifle rated ballistic shield, three pistol rated ballistic shields and a rifle scope which we would like to put into operations for public safety use. These items will be available for day to day operational use by our officers and investigators in addition to being used during special operations.

STRATEGIC PLAN CONNECTION:

Public Safety/Crime.

BUDGETARY IMPACT:

There is no impact to the budget, this is a donation.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council Approve the City of Cocoa to accept the donation of four ballistic shields and a rifle scope from an anonymous benefactor for use by the members of the Police Department during day to day operations and special operations.

Legislation Details (With Text)

File #:	17-106	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	2/27/2017			**In control:**	City Council
On agenda:	3/14/2017			**Final action:**	
Title:	Approve a resolution amending the 2017 Budget; Approve the use of Stormwater Contingency Funds and Approve entering into a co-operative purchase agreement with Everglades Farm Equipment utilizing Florida Sheriff Contract #FSA16-VEH14.0 for the purchase of a John Deere 5100M Cab / 4 WD/ 16 x 16 Tractor with an 18.5 Interstater Right and Left with Rear Mower Attachment CIP CP-SW-16-SM. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	cocoa interstater fy17 2 (002) Resolution No. 2017-23 BAF-PW-3570-MOWER (3-14-17)~Agenda 17-106.pdf Fla Sheriff Contract FSA16-VEH14.0_Bid_Award_Document_9_29_16 pricing.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2017
Agenda Date: March 14, 2017
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/City Engineer
Requested Action:
Approve a resolution amending the 2017 Budget; Approve the use of Stormwater Contingency Funds and Approve entering into a co-operative purchase agreement with Everglades Farm Equipment utilizing Florida Sheriff Contract #FSA16-VEH14.0 for the purchase of a John Deere 5100M Cab / 4 WD/ 16 x 16 Tractor with an 18.5 Interstater Right and Left with Rear Mower Attachment CIP CP-SW -16-SM

BACKGROUND:

Public Works is responsible for the maintenance of the drainage conveyance system and roads throughout the city. The drainage system consists of pipes, inlets, swales and ditches. While the larger mowers such as the slope mower work well on wider ditch banks, this smaller mower is better suited for the narrower ditches and swales. The cost of this mower is $119,064. A total of $113,500 was budgeted for this item as CIP CP-SW-16-SM. A Budget Amendment from the Stormwater Contingency Fund will be required to fully fund the purchase. This equipment replaces a 1995 model currently in service. A $5,500 trade-in against the new model has been offered by the vendor and will

be returned as revenue.

STRATEGIC PLAN CONNECTION:

The proper equipment will allow greater area to be mowed by an employee, increasing production and efficiency. Properly mowed and maintained drainage systems reduces the risk of flooding.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$119,064
Account Number	423-3570-538.64-00_
Account Name	Machinery & Equipment_

Transfer from:

Amount Requested	$5,514
Account Number	423-3570-538.39-00_
Account Name	Stormwater Contingency_

PREVIOUS ACTION:

Council has approved the purchase of the larger mowers in past fiscal years

RECOMMENDED MOTION:

Approve a resolution amending the 2017 Budget; Approve the use of Stormwater Contingency Funds and Approve entering into a co-operative purchase agreement with Everglades Farm Equipment utilizing Florida Sheriff Contract #FSA16-VEH14.0 for the purchase of a John Deere 5100M Cab / 4 WD/ 16 x 16 Tractor with an 18.5 Interstater Right and Left with Rear Mower Attachment

Wholegoods Sales Order & Quote Form

Contract# FL SHERIFFS 15-130904
Quote ■ Sale ☐ Date: 02-08-17 By mp Sales Order# _____

Customer Account# _____ TSM Approval PO# _____ Included with order_____

Tractor Model & Year _____ Tractor Delivery Date _____ CAB ☐ 2WD ☐ Front Tire Sizes: _____

Tractor Build Sheet Required ROPS ☐ 4WD ☐ Rear Tire Sizes: _____

Dealer Commission YES ☐ NO ■ If dealer/state commission due: Amount/Percentage _____%

Quote valid for _____ days ONLY. (90 days if left blank) | Discount: _____ | Terms: _____

QTY	Item#	Description	List Cost	Net Cost	Total
1		THIS IS A NON OPTION PRICE QUOTE			
		USING THE FL SHERIFFS CONTRACT			
1		JOHN DEERE 5100M CAB/4WD/16X16			
1		18.5 INTERSTATER RIGHT AND LEFT W REAR			
1		FACTORY MOUNTING			
1		FREIGHT DELIVERY AND SET UP			119,063.16
1		TRADE 1995 NH9600			(5,500)
		Total			
	Freight:	Add ☐ Allow ☐ Pickup ☐			113,563.16
		Loading Dock Yes ☐ No ☐		Total	$

Notes:

1) THE ACCEPTANCE OF THIS FORM IS NOT FIRM UNTIL CREDIT IS APPROVED AND PURCHASE ORDER IS ACCEPTED BY ALAMO INDUSTRIAL IN SEGUIN TEXAS.
2) NO PURCHASE ORDER WILL BE ACCEPTED FOR A MACHINE WITH LESS THAN FULL STANDARD OR OPTIONAL SAFETY EQUIPMENT.
3) APPROXIMATE SHIPPING AND/OR DELIVERY DATES CAN BE CONFIRMED ONLY BY ALAMO INDUSTRIAL IN SEGUIN TEXAS AND DELIVERY IS SOMETIMES SUBJECT TO CHANGE DUE TO CONDITIONS BEYOND THE CONTROL OF ALAMO INDUSTRIAL.

NOTE:

1) This Sales Order and Quote Form is subject to the Terms and Conditions contained on page 3 this form. If you did not receive page 3 containing the Terms and Conditions, please contact seller so that we may send them to you.
2) This Sales Order and Quote Form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this Sales Order & Quote form by the buyer, including buyer's purchase order.

Dealer Signature: _____ Date: _____

RESOLUTION NO. 2017-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2017; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2016, and ending on September 30, 2017, at a special meeting held on September 14, 2016; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2016-2017 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of March, 2017.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2017

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: PW | DATE PREPARED: 03/06/17

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 5,514)	423-3570-538.39-00		CONTINGENCY	$ 116,827	$ 33,495	$ 27,981	$ 27,981
$ 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
($ 5,514)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 5,514	423-3570-538.64-00		MACHINERY & EQUIPMENT	$ 113,650	$ 113,650	$ 119,164	$ 108,136
$ 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
$ 5,514	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

BUDGET TRANSFER IS NEEDED TO COVER THE SHORTAGE IN THE BUDGETED AMOUNT FOR THE PURCHASE OF THE NEW TRACTOR AS THE TRADE IN AMOUNT WAS NOT FIGURED INTO THE BUDGET. Agenda 17-106

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/14/17 *RESOLUTION #:* 2017-23

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

3/6/17	Michael Giorgio Digitally signed by Michael Giorgio Date: 2017.03.06 10:03:19 -05'00'	3/6/17	Lea Taylor Digitally signed by Lea Taylor Date: 2017.03.06 11:35:34 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/6/17	Everett J. Wegerif	3/6/17	Lora Howell Digitally signed by Lora Howell Date: 2017.03.06 11:45:20 -0500'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

AGRICULTURE TYPE TRACTOR (2 WHEEL DRIVE) SPECIFICATION #20

2016 John Deere 5100M

The John Deere 5100M purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,500.00	$38,500.00	$41,900.00	$41,900.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	5100M			
DEALER:	Ag-Pro	Ag-Pro	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,500.00	$38,500.00	$41,900.00	$41,900.00

Order Code	Delete Options	Western & Northern	Central & Southern
1734LV - 5055E [1]	Engine, 3 cylinder diesel, 45 PTO HP @ 2200 RPM *55 HP 2WD TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION.* [1]	$17,385.00[1]	NA
N/A [1]	Delete electronic 3 point hitch control	NA[1]	NA
5913 & 6103 [1]	Downgrade to bias ply tires *23.1-26 In. 8PR R3 (Turf) Bias (Titan) REAR 27/12LL-15 In. 6PR R3 (Turf Special) Bias FRONT THESE ARE ORDERED FROM THE FACTORY WITH TRACTOR ONLY.* [1]	$920.00[1]	NA
1724LV - 5045E [1] 5065E-2WD [2]	Optional equipment delete *SUPER TURF SPECIAL 45 HP TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION. 22.5LL-16.1 TURF SPECIAL REAR TIRES, 27/12LL-15 TURF SPECIAL FRONT.* [1] *STD 65HP-OPEN STATION-2WD-9/3 TRANSMISSION-R3 TURF SPECIAL TIRES-1 REAR REMOTE* [2]	$18,200.00[1]	($18,550.00)[2]
1744LV - 5065E [1] 5075E-4WD [2]	Optional equipment delete *65 HP 2WD TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION.* [1] *STD 75HP-OPEN STATION-4WD-12X12 TRANSMISSION-R1 TIRES-DUAL MID & 1 REAR REMOTE* [2]	$15,050.00[1]	($7,500.00)[2]
1754LV - 5075E [1] 5085M-2WD [2]	Optional equipment delete *75 HP 2WD TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION.* [1] *PREMIUM 85HP-OPEN STATION-2WD-12/4 TRANSMISSION-R1 TIRES-DUAL MID & DUAL REAR REMOTES* [2]	$12,935.00[1]	($2,750.00)[2]

Order Code	Add Options	Western & Northern	Central & Southern
5100M (BASE MACHINE) [1]	Upgrade to liquid cooled 4 cylinder diesel engine with minimum 84 PTO HP @ 2200 RPM *BASE MACHINE MEETS THIS UPGRADE. 85 PTO HP* [1]	Incl.[1]	NA
697BLV - 5100E [1] 5100E-CAB [2]	Model upgrade - specify *JOHN DEERE 4 CYLINDER 100 HP 4 WHEEL DRIVE TRACTOR WITH CAB AND AIR CONDITIONING. EQUIPPED WITH MID VALVES AND JOYSTICK CONTROL.* [1] *STD-100HP-CAB-4WD-12X12 TRANSMISSION-R1 TIRES-3 REAR REMOTES* [2]	$12,750.00[1]	$13,300.00[2]
253BLV - 5100M [1] 6120E-CAB [2]	Model upgrade - specify *PREMIUM JOHN DEERE 4 CYLINDER 100 HP 4 WHEEL DRIVE UTILITY TRACTOR WITH CAB AND AIR CONDITIONING. EQUIPPED WITH MID VALVES AND JOYSTICK CONTROL.* [1] *STD-120HP-CAB-4WD-12X12 TRANSMISSION-R1 TIRES-3 REAR REMOTES* [2]	$18,000.00[1]	$25,900.00[2]
696BLV - 5085E [1] 6120M-CAB [2]	Model upgrade - specify *JOHN DEERE 4 CYLINDER 85 HP 4 WHEEL DRIVE TRACTOR WITH CAB AND AIR CONDITIONING. EQUIPPED WITH MID VALVES AND JOYSTICK CONTROL.* [1] *PREMIUM-120HP-CAB-4WD-16X16 TRANSMISSION-R1 TIRES-3 REMOTES* [2]	$10,000.00[1]	$41,400.00[2]
2055 [1] CAB [2]	Enclosed cab with heating and air conditioning *FACTORY CODE FOR JOHN DEERE M SERIES 4 CYLINDER TRACTORS.* [1] *FOR 5100M & 5000M SERIES* [2]	$11,710.00[1]	$11,600.00[2]

VEHICLE:	5100M			
DEALER:	Ag-Pro	Ag-Pro	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,500.00	$38,500.00	$41,900.00	$41,900.00

2120 [1] AIR SEAT [2]	Air suspension seat cab only *FACTORY CODE FOR GRAMMER AIR RIDE SEAT FOR JOHN DEERE M SERIES UTILITY TRACTOR* [1] *AIR SUSPENSION SEAT-6000D & 6000M SERIES* [2]	$845.00[1]	$830.00[2]
RE567557 [1] RADIO [2]	AM/FM stereo with cassette and quartz clock *AM/FM RADIO WITH CASSETTE. INCLUDES ANTENNA.* [1] *AM/FM-WEATHER BAND* [2]	$497.45[1]	$500.00[2]
BLV10173 [1] REAR WIPER [2]	Rear washer/wiper *WASHER AND WIPER ASSEMBLY FOR JOHN DEERE E AND M SERIES UTILITY CAB TRACTORS.* [1] *FOR CAB TRACTORS* [2]	$343.20[1]	$495.00[2]
6040 [1] 4WD [2]	4-wheel drive *FACTORY CODE FOR 5100M UTILITY TRACTOR* [1] *4 WHEEL DRIVE FOR 5100M & 5000M SERIES* [2]	$6,845.00[1]	$6,800.00[2]
AL180330 [1]	4WD front fenders *INSTALLED PRICE FOR 5100M TRACTOR WITHOUT LOADER. NOT AVAILABLE FOR TRACTORS WITH LOADER.*[1]	$336.70[1]	NA
1384 [1] 24X24 TRANS [2]	Powershuttle transmission with 24F x 24R, or approved equivalent *FACTORY CODE FOR: 32F/16R PowrReverser Plus Transmission - 540/540E* [1] *FOR 6000M SERIES TRACTOR* [2]	$1,688.00[1]	$1,800.00[2]
1380 [1]	Synchroshuttle transmission with 12F x 12R, or approved equivalent *STANDARD TRANSMISSION ON 5100M IS 16F X 16R. 12/12 NO LONGER AVAILABLE.* [1]	Std[1]	NA
3330 [1] 3RD SCV [2]	3 spool valve and selector *FACTORY CODE FOR 3RD REAR SCV -* [1] *3RD REAR SCV-ALL 5000-6000 TRACTORS-FACTORY ORDER ONLY* [2]	$882.00[1]	$1,100.00[2]
8912 [1] JOYSTICK [2]	Hydraulic joystick control *FACTORY CODE FOR LOADER READY OPTION. INCLUDES JOYSTICK AND ALL MID HYDRAULICS NEEDED TO ADD LOADER ON 5100M TRACTOR* [1] *MODEL SPECIFIC-FACTORY ORDER ONLY* [2]	$1,644.00[1]	$1,200.00[2]
	Hydraulic trailer brakes	NA	NA
8310 [1]	Additional fuel tank *FACTORY ORDER CODE FOR: Inner fuel tank 6 gal/ 22L additional for Open Staion, 7 gal/ 26 L additional for Cab. FOR 5100M TRACTORS ONLY* [1]	$204.00[1]	NA
8510 [1] MIRRORS [2]	Telescopic mirrors *INSTALLED PRICE FOR MIRRORS ON 5100M CAB TRACTOR.* [1] *LEFT AND RIGHT MIRRORS FOR CAB TRACTOR* [2]	$650.00[1]	$400.00[2]
8458 [1]	Heavy-duty 3 point lift – 5700 lbs. cap *FACTORY CODE FOR: 63mm Heavy Duty Hitch Lift Cylinders - (2692 kg/5935 lbs. at 24"/610mm)* [1]	$340.00[1]	NA
	High capacity air cleaner	NA	NA
R265249 + 10 W [1] WEIGHTS [2]	Set of front weights – specify *FRONT WEIGHT BRACKET AND 10 SUITCASE WEIGHTS. 1070 TOTAL POUNDS. AVAILABLE ON TRACTORS WITHOUT LOADER. PRICE QUOTED INSTALLED.* [1] *6 WEIGHTS AND MOUNTING BRACKETS* [2]	$1,750.00[1]	$1,300.00[2]

VEHICLE:	5100M			
DEALER:	Ag-Pro	Ag-Pro	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,500.00	$38,500.00	$41,900.00	$41,900.00

R213907 [1] WH WEIGHTS [2]	Set of rear weights – specify *REAR WHEEL WEIGHTS - 97 LBS EACH. STACKABLE TO 3 DEEP. PRICE IS PER EACH* [1] *1 SET PER WHEEL-5000 SERIES* [2]	$147.00[1]	$400.00[2]
	18.4 – 34R1 radial pressed single disc rear (4WD only)	NA	NA
	14.9 – 24R1 radial pressed ND wheel front (4WD only)	NA	NA
CAB [2]	Cab Air-condition *AIR CONDITIONING IS STANDARD ON ALL FACTORY INSTALLED CAB TRACTORS FROM JOHN DEERE.* [1] *5000E SERIES TRACTORS* [2]	Std[1]	$8,700.00[2]
332SP - 6105E [1] 5085E-OOS [2]	Optional equipment - specify *6105E JOHN DEERE MFWD CAB TRACTOR. 105 HP,12F X 12R, AIR RIDE SEAT, RADIAL TIRES.* [1] *STD 85HP TRACTOR-OPEN STATION-4WD-12x12 TRANSMISSION-R1 TIRES 3 REAR REMOTES - *THIS IS A TOTAL PRICE* [2]	$58,500.00[1]	$42,500.00[2]
332UP - 6105E [1] 6105E-OOS [2]	Optional equipment - specify *6105E JOHN DEERE MFWD OOS TRACTOR. 105 HP,12F X 12R, RADIAL TIRES.* [1] *STD 105HP TRACTOR-OPEN STATION-4WD-12x12 TRANSMISSION-R1 TIRES 3 REAR REMOTES - *THIS IS A TOTAL PRICE* [2]	$550,850.00[1]	$53,800.00[2]
1724LV - 5045E [1] 6105E-CAB [2]	Optional equipment - specify *45 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. MID VALVES AND JOYSTICK CONTROL* [1] *STD 105HP TRACTOR-CAB-4WD-12x12 TRANSMISSION-R1 TIRES 3 REAR REMOTES - *THIS IS A TOTAL PRICE* [2]	$25,500.00[1]	$62,600.00[2]
1734LV - 5055E [1] 6145M-CAB [2]	Optional equipment - specify *55 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. 12F X 12R, MID VALVES AND JOYSTICK CONTROL.* [1] *PREMIUM 145HP Tractor-CAB-4WD-16X16 TRANSMISSION-R1 TIRES 3 REAR REMOTES - *THIS IS A TOTAL PRICE* [2]	$29,250.00[1]	$96,800.00[2]
1744LV - 5065E [1] 6175M-CAB [2]	Optional equipment - specify *65 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. 12F X 12R, MID VALVES AND JOYSTICK CONTROL.* [1] *PREMIUM 175HP Tractor-CAB-4WD-16X16 TRANSMISSION-R1 TIRES 3 REAR REMOTES - *THIS IS A TOTAL PRICE* [2]	$31,350.00[1]	$116,975.00[2]
1754LV - 5075E [1] TIRES 6M [2]	Optional equipment - specify *75 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. 12F X 12R, MID VALVES AND JOYSTICK CONTROL.* [1] *R1 REAR 18.4.38-FRONT 14.9X28 IN LIEU OF 18.4X34-14.9X24* [2]	$33,200.00[1]	$1,800.00[2]
1734LV - 5055E [1] BEACON [2]	Optional equipment - specify *55 HP 4 WHEEL DRIVE CAB TRACTOR WITH 12/12 TRANSMISSION & DUAL MID SCVS WITH JOYSTICK.* [1] *BEACON LIGHT* [2]	$36,000.00[1]	$350.00[2]
1744LV - 5065E [1] 3RD SCV [2]	Optional equipment - specify *65 HP 4 WHEEL DRIVE CAB TRACTOR WITH 12/12 TRANSMISSION & DUAL MID SCVS WITH JOYSTICK.* [1] *3RD SCV FOR 5000E & 5000M SERIES* [2]	$37,950.00[1]	$1,150.00[2]

VEHICLE:	5100M			
DEALER:	Ag-Pro	Ag-Pro	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,500.00	$38,500.00	$41,900.00	$41,900.00

1754LV - 5075E [1] R3 [2]	Optional equipment - specify *75 HP 4 WHEEL DRIVE CAB TRACTOR WITH 12/12 TRANSMISSION & DUAL MID SCVS WITH JOYSTICK.* [1] *TURF TIRES-MODEL SPECIFIC* [2]	$39,900.00[1]	$400.00[2]
254BLV - 5115M [1] H240 [2]	Optional equipment - specify *115 HP OPEN STATION TRACTOR WITH 16/16 TRANSMISSION, DUAL MID SCVS WITH JOYSTICK.* [1] *LOADER FOR 5E TRACTORS* [2]	$54,400.00[1]	$6,550.00[2]
254BLV - 5115M [1] H260 [2]	Optional equipment - specify *115 HP CAB TRACTOR WITH 16/16 TRANSMISSION, DUAL MID SCVS WITH JOYSTICK. RADIAL TIRES. SHIFTABLE REAR PTO - 540/540E.* [1] *LOADER FOR 5M & 5085E & 5100E TRACTORS* [2]	$62,425.00[1]	$7,550.00[2]
2411P - H240 [1] H310 [2]	Optional equipment - specify *H240 LOADER FOR JD 50xxE SERIES TRACTORS* [1] *LOADER FOR 6000E TRACTORS* [2]	$5,900.00[1]	$7,950.00[2]
04B1P - H260 [1] 620R [2]	Optional equipment - specify *H260 LOADER FOR JD 50xxM SERIES TRACTORS* [1] *LOADER FOR 6000M/R 4CYL TRACTORS* [2]	$6,850.00[1]	$10,225.00[2]
04C1P - H310 [1] CANOPY [2]	Optional equipment - specify *H310 LOADER FOR JD 51XXM AND 61XXE TRACTORS* [1] *CANOPY FOR OPEN STATION TRACTORS* [2]	$8,010.00[1]	$650.00[2]
STROBE LIGHT [1] 595 BACKHOE [2]	Optional equipment - specify *AMBER LED STROBE PACKAGE FOR 360 DEGREE VISIBILITY* [1] *BACKHOE FOR 5000E & 5000M TRACTORS-REQUIRE LOADER* [2]	$850.00[1]	$13,800.00[2]
	Temporary tag	NA	NA
	Transfer existing registration (must provide tag number)	NA	NA
	New state tag (specify state, county, city, sheriff, etc.)	NA	NA
	Maintenance Plan - specify	NA	NA
	Maintenance Plan - specify	NA	NA
POWERGUARD [1]	Extended warranty – 3rd year *36 MONTH / 3000 HOUR FULL MACHINE WARRANTY. $250 DEDUCTIBLE. MUST BE PURCHASED WITH NEW MACHINE* [1]	$1,500.00[1]	NA
POWERGUARD [1]	Extended warranty – 3rd & 4th years *48 MONTH / 4000 HOUR FULL MACHINE WARRANTY $250 DEDUCTIBLE. MUST BE PURCHASED WITH NEW MACHINE.* [1]	$2,300.00[1]	NA
10% Discount [1] 10% Discount [2]	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.)	Incl.[1]	Incl.[2]

BID AWARD ANNOUNCEMENT

FSA16-VEH14.0

Effective Dates:
October 1, 2016 – September 30, 2017

Cab & Chassis Trucks and Other Fleet Equiqment

Cooperative Bid Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: October 1, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM: Steve Casey, Executive Director; Peggy Goff, Deputy Executive Director; Drew Terpak, Business Operations Manager; Annette Grissom, Cooperative Bid Coordinator

RE: Bid Number: FSA16-VEH14.0 Cab & Chassis Trucks & Other Fleet Equipment

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 14th statewide competitive bid for vehicles and heavy equipment which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

CONTRACT ORDERING INSTRUCTIONS

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEH14.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).

   Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	**Type Code**	**FSA Code**	**Fleet Center Contact Numbers**
Ford	FIN Code	QE065	1-800-34-FLEET (1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP (1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET (1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798

2. Basic information required on all purchase orders is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

   The purchase order should include FSA's Contract Number FSA16-VEH14.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

   No other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

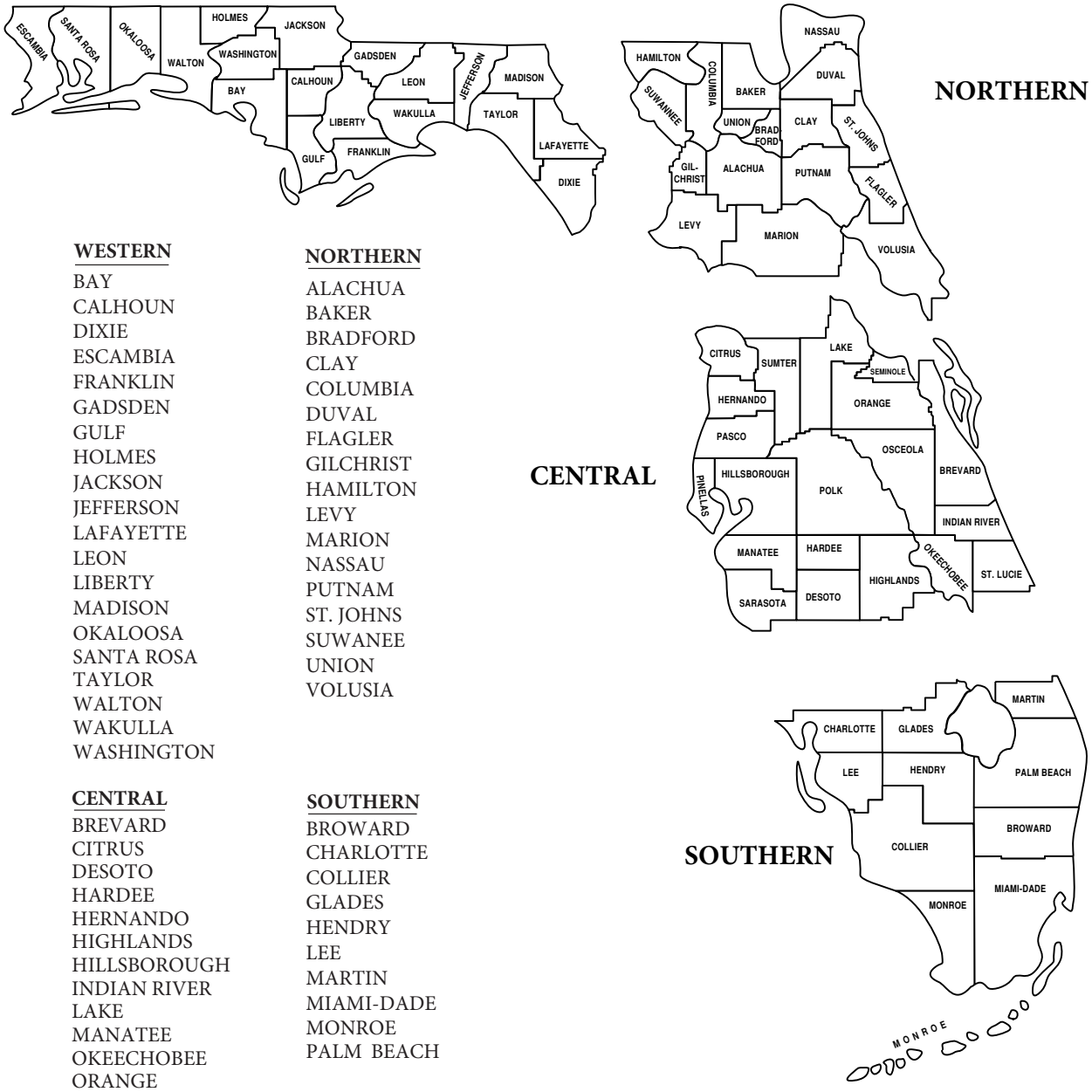
6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

   1 = Western zone dealer 2 = Northern zone dealer

   3 = Central zone dealer 4 = Southern zone dealer

   If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

FSA CONTRACT ZONE MAP



WESTERN

BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN

ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL

BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN

BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
AGRICULTURE TYPE TRACTOR (2 WHEEL DRIVE) (Specification #22)			
Glade & Grove Supply Co LLC	2017 Case IH Farmall 100C	Western	$38,880.00
Glade & Grove Supply Co LLC	2017 Case IH Farmall 100C	Northern	$38,850.00
Glade & Grove Supply Co LLC	2017 Case IH Farmall 100C	Central	$38,330.00
Glade & Grove Supply Co LLC	2017 Case IH Farmall 100C	Southern	$38,330.00
Ring Power Corporaton	2017 Challenger MT455	Western	$82,572.00
Ring Power Corporaton	2017 Challenger MT455	Northern	$82,572.00
Ring Power Corporaton	2017 Challenger MT455	Central	$82,572.00
Kelly Tractor Co	2017 Challenger MT455	Southern	$85,313.00
AG PRO COMPANIES LLC	2017 John Deere 5100M	Western	$38,700.00
AG PRO COMPANIES LLC	2017 John Deere 5100M	Northern	$38,700.00
Everglades Farm Equipment	2017 John Deere 5100M	Central	$40,500.00
Everglades Farm Equipment	2017 John Deere 5100M	Southern	$40,500.00
Ridge Equipment Co.	2017 Kubota M5-091	★Western	$30,680.00
Ridge Equipment Co.	2017 Kubota M5-091	★Northern	$30,480.00
Ridge Equipment Co.	2017 Kubota M5-091	★Central	$30,480.00
Ridge Equipment Co.	2017 Kubota M5-091	★Southern	$30,680.00
	2017 Massey Ferguson 4610-M	Western	-- NB --
	2017 Massey Ferguson 4610-M	Northern	-- NB --
Kelly Tractor Co	2017 Massey Ferguson 4610-M	Central	$42,912.00
Kelly Tractor Co	2017 Massey Ferguson 4610-M	Southern	$42,912.00
Creel Tractor Company	2017 New Holland T4.100	Western	$39,588.00
Creel Tractor Company	2017 New Holland T4.100	Northern	$39,388.00
Creel Tractor Company	2017 New Holland T4.100	Central	$38,688.00
Creel Tractor Company	2017 New Holland T4.100	Southern	$38,288.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

AGRICULTURE TYPE TRACTOR (2 WHEEL DRIVE)
SPECIFICATION #22

2017 Case IH Farmall 100C
2017 Challenger MT455
2017 John Deere 5100M
2017 Kubota M5-091
2017 Massey Ferguson 4610-M
2017 New Holland T4.100

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted.

1. ENGINE:
    a. Liquid cooled diesel with minimum of 75 PTO hp @ 2200 rpm.
2. TRANSMISSION:
    a. Synchroshuttle type with a minimum of 8 forward and 3 reverse speeds.
3. FUEL TANK:
    a. Minimum 23 gallon capacity.
4. BRAKES:
    a. Oil cooled hydraulic.
5. POWER TAKE OFF:
    a. Speeds RPM - 540/1000
6. HYDRAULIC SYSTEM:
    a. Open center system with standard remotes.
    b. Standard output @ remote gpm - 10
    c. Main pump flow 17 gpm
7. POINT HITCH:
    a. Electronic or mechanical 3 point hitch control
    b. Category II
    c. Telescopic stabilizers
    d. SAE lift capacity @ 24" standard lbs. - 3,600
    e. Lower draft arm link ends - extendable
8. TIRES:
    a. Not less than 18.4R - 28 R1 radials

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

AGRICULTURE TYPE TRACTOR (2 WHEEL DRIVE)
SPECIFICATION #22

2017 John Deere 5100M

The John Deere 5100M purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,700.00	$38,700.00	$40,500.00	$40,500.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	5100M			
DEALER:	AG PRO COMPANIES LLC	AG PRO COMPANIES LLC	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,700.00	$38,700.00	$40,500.00	$40,500.00

Order Code	Delete Options	Western & Northern	Central & Southern
5055E [1] 5065E [2]	Engine, 3 cylinder diesel, 45 PTO HP @ 2200 RPM *55 HP 2WD TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION* [1] *STD 65HP OPEN STATION,2WD,9/3 TRANS,R1 TIRES, 1 REAR SCV* [2]	$17,300.00[1]	($17,600.00)[2]
N/A [1]	Delete electronic 3 point hitch control	NA[1]	NA
5913 & 6103 [1]	Downgrade to bias ply tires *23.1-26 In. 8PR R3 (Turf) Bias (Titan) REAR 27/12LL-15 In. 6PR R3 (Turf Special) Bias FRONT THESE ARE ORDERED FROM THE FACTORY WITH TRACTOR ONLY* [1]	$950.00[1]	NA
5045E [1] 5055E [2]	Optional equipment delete *SUPER TURF SPECIAL 45 HP TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION. 22.5LL-16.1 TURF SPECIAL REAR TIRES, 27/12LL-15 TURF SPECIAL FRONT.* [1] *STD 55HP OPEN STATION,2WD,9/3 TRANS,R1 TIRES, 1 REAR SCV* [2]	$17,800.00[1]	($19,900.00)[2]
5065E [1] 5075E [2]	Optional equipment delete *65 HP 2WD TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION.* [1] *STD 75HP OPEN STATION,2WD,9/3 TRANS,R1 TIRES, 1 REAR SCV* [2]	$14,800.00[1]	($15,600.00)[2]
5075E [1] 5075M [2]	Optional equipment delete *75 HP 2WD TRACTOR WITH 3 CYLINDER JOHN DEERE DIESEL ENGINE. 9/3 SYNCSHUTTLE TRANSMISSION. OPEN OPERATOR STATION. 1* [1] *PREMIUM 75HP OPEN STATION,2WD,12/4 TRANS,R1 TIRES, 2 REAR SCV'S* [2]	$12,700.00[1]	($7,700.00)[2]

Order Code	Add Options	Western & Northern	Central & Southern

Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

5100M (BASE MACHINE) [1] 5085E [2]	Upgrade to liquid cooled 4 cylinder diesel engine with minimum 84 PTO HP @ 2200 RPM *BASE MACHINE MEETS THIS UPGRADE. 85 PTO HP* [1] *STD 85HP OPEN STATION,4WD,12/12 POWER REVERSER TRANS,2 REAR SCV,R1 TIRES* [2]	Incl.[1]	$700.00[2]
5100E [1] 5115M-CAB [2]	Model upgrade - specify *JOHN DEERE 4 CYLINDER 100 HP 4 WHEEL DRIVE TRACTOR WITH CAB AND AIR CONDITIONING. EQUIPPED WITH MID VALVES AND JOYSTICK CONTROL.* [1] *PREMIUM 115HP STD CAB,4WD,16/16 POWER REVERSER TRANS,3 REAR REMOTES,R1 TIRES* [2]	$12,750.00[1]	$22,300.00[2]
5100M [1] 6120E-CAB [2]	Model upgrade - specify *PREMIUM JOHN DEERE 4 CYLINDER 100 HP 4 WHEEL DRIVE UTILITY TRACTOR WITH CAB AND AIR CONDITIONING. EQUIPPED WITH MID VALVES AND JOYSTICK CONTROL* [1] *STD 120HP STD CAB,4WD,16/16 POWER REVERSER TRANS, 3 REAR REMOTES,R1 TIRES* [2]	$18,000.00[1]	$24,400.00[2]

VEHICLE:	5100M			
DEALER:	AG PRO COMPANIES LLC	AG PRO COMPANIES LLC	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,700.00	$38,700.00	$40,500.00	$40,500.00

5085E [1] 6145M-CAB [2]	Model upgrade - specify *JOHN DEERE 4 CYLINDER 85 HP 4 WHEEL DRIVE TRACTOR WITH CAB AND AIR CONDITIONING. EQUIPPED WITH MID VALVES AND JOYSTICK CONTROL* [1] *PREMIUM 145HP STD CAB,4WD,16/16 POWER REVERSER TRANS,3 REAR REMOTES,R1 TIRES* [2]	$11,500.00[1]	$54,900.00[2]
CAB [1] CAB [2]	Enclosed cab with heating and air conditioning *FACTORY CODE FOR JOHN DEERE M SERIES 4 CYLINDER TRACTORS.* [1] *FOR 5100M AND 5000M SERIES* [2]	$11,700.00[1]	$11,600.00[2]
AIR SEAT [1] AIR SEAT [2]	Air suspension seat cab only *FACTORY CODE FOR GRAMMER AIR RIDE SEAT FOR JOHN DEERE M SERIES UTILITY TRACTOR* [1] *AIR SUSPENSION SEAT FOR 5000M SERIES* [2]	$850.00[1]	$830.00[2]
RADIO [1] RADIO [2]	AM/FM stereo with cassette and quartz clock *AM/FM RADIO WITH CASSETTE. INCLUDES ANTENNA* [1] *AM/FM NON SATELLITE CAPABLE* [2]	$500.00[1]	$500.00[2]
REAR WIPER [1] REAR WIPER [2]	Rear washer/wiper *WASHER AND WIPER ASSEMBLY FOR JOHN DEERE E AND M SERIES UTILITY CAB* [1] *FOR CAB TRACTORS* [2]	$400.00[1]	$495.00[2]
4WD [1] 4WD-M [2]	4-wheel drive *FACTORY CODE FOR 5100M UTILITY TRACTOR* [1] *4 WHEEL DRIVE FOR 5100M AND 5000M SERIES* [2]	$6,850.00[1]	$6,800.00[2]
FENDERS [1]	4WD front fenders *INSTALLED PRICE FOR 5100M TRACTOR WITHOUT LOADER. NOT AVAILABLE FOR TRACTORS WITH LOADER.*[1]	$400.00[1]	NA
1384 [1] 24X24 TRANS [2]	Powershuttle transmission with 24F x 24R, or approved equivalent *FACTORY CODE FOR: 32F/16R PowrReverser Plus Transmission - 540/540E* [1] *AUTO QUAD 24X24 TRANS FOR 6000M SERIES* [2]	$1,700.00[1]	$2,700.00[2]
1280 [1] 12X12 REV [2]	Synchroshuttle transmission with 12F x 12R, or approved equivalent *STANDARD TRANSMISSION ON 5100M IS 16F X 16R. 12/12 NO LONGER AVAILABLE* [1] *12X12 HYD REVERSER TRANSMISSION FOR 5000E SERIES* [2]	Std[1]	$2,100.00[2]
3RD SCV [1] 3RD SCV [2]	3 spool valve and selector *FACTORY CODE FOR 3RD REAR SCV* [1] *3RD REAR SCV- ALL 5000-6000 TRACTORS-FACTORY ORDER ONLY* [2]	$1,000.00[1]	$1,100.00[2]
JOYSTICK [1] JOYSTICK [2]	Hydraulic joystick control *FACTORY CODE FOR LOADER READY OPTION. INCLUDES JOYSTICK AND ALL MID HYDRAULICS NEEDED TO ADD LOADER ON 5100M TRACTOR*[1] *INCLUDES DUAL MID SCV'S, FACTORY ORDER ONLY* [2]	$1,650.00[1]	$960.00[2]
N/A [1]	Hydraulic trailer brakes	NA[1]	NA
N/A [1]	Additional fuel tank	NA[1]	NA
MIRRORS [1] MIRRORS [2]	Telescopic mirrors *INSTALLED PRICE FOR MIRRORS ON 5100M CAB TRACTOR.* [1] *LEFT AND RIGHT MIRRORS FOR CAB TRACTOR* [2]	$650.00[1]	$425.00[2]
N/A [1]	Heavy-duty 3 point lift – 5700 lbs. cap	NA[1]	NA
	High capacity air cleaner *N/A* [1]	NA[1]	NA

VEHICLE:	5100M			
DEALER:	AG PRO COMPANIES LLC	AG PRO COMPANIES LLC	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,700.00	$38,700.00	$40,500.00	$40,500.00

WEIGHTS [1] FRONT WEIGHTS [2]	Set of front weights – specify *FRONT WEIGHT BRACKET AND 10 SUITCASE WEIGHTS. 1070 TOTAL POUNDS. AVAILABLE* [1] *6 WEIGHTS AND MOUNTING BRACKETS* [2]	$1,750.00[1]	$1,300.00[2]
REAR WEIGHTS [1] WH WEIGHT [2]	Set of rear weights – specify *REAR WHEEL WEIGHTS - 97 LBS EACH. STACKABLE TO 3 DEEP. PRICE IS PER EACH* [1] *1 SET PER WHEEL-5000 SERIES* [2]	$150.00[1]	$400.00[2]
N/A [1]	18.4 – 34R1 radial pressed single disc rear (4WD only)	NA[1]	NA
N/A [1]	14.9 – 24R1 radial pressed ND wheel front (4WD only)	NA[1]	NA
CAB [1] CAB [2]	Cab Air-condition *AIR CONDITIONING IS STANDARD ON ALL FACTORY INSTALLED CAB TRACTORS FROM JOHN DEERE.* [1] *5000E SERIES TRACTORS* [2]	Std[1]	$8,700.00[2]
6105E [1] 5100E [2]	Optional equipment - specify *6105E JOHN DEERE MFWD OOS TRACTOR. 105 HP,12F X 12R, RADIAL TIRES.* [1] *STD 100HP OPEN STATION,4WD,12/12 POWER REVERSER TRANS,2 REAR SCV'S,R1 TIRES,(THIS IS A TOTAL PRICE)* [2]	$58,500.00[1]	$44,200.00[2]
5045E [1] 5085M [2]	Optional equipment - specify *45 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. MID VALVES AND JOYSTICK CONTROL* [1] *PREMIUM 85HP OPEN STATION,4WD,16/16 POWER REVERSER TRANS,2 REAR SCV'S,R1 TIRES,(THIS IS A TOTAL PRICE)* [2]	$25,500.00[1]	$44,200.00[2]
5055E [1] 6105E [2]	Optional equipment - specify *55 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. 12F X 12R, MID VALVES AND JOYSTICK CONTROL.* [1] *STD 105HP OPEN STATION,4WD,12/12 POWER REVERSER TRANS,2 REAR SCV'S,R1 TIRES,(THIS IS A TOTAL PRICE)* [2]	$29,200.00[1]	$46,800.00[2]
5065E [1] 6120M-CAB [2]	Optional equipment - specify *65 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. 12F X 12R, MID VALVES AND JOYSTICK CONTROL* [1] *PREMIUM 120HP BASIC CAB,4WD,16/16 POWERQUAD PLUS TRANS,3 REAR SCV'S,R1 TIRES,(THIS IS A TOTAL PRICE)* [2]	$31,400.00[1]	$78,500.00[2]
5075E [1] BEACON [2]	Optional equipment - specify *75 HP 4 WHEEL DRIVE OPEN STATION TRACTOR. 12F X 12R, MID VALVES AND JOYSTICKCONTROL* [1] *BEACON LIGHT* [2]	$33,400.00[1]	$425.00[2]
5055E CAB [1] 3RD SCV [2]	Optional equipment - specify *55 HP 4 WHEEL DRIVE CAB TRACTOR WITH 12/12 TRANSMISSION & DUAL MID SCVS WITH JOYSTICK* [1] *3RD REAR SCV FOR 5000E & 500M SERIES, INSTALLED* [2]	$36,500.00[1]	$1,250.00[2]
5065E CAB [1] 16x16 REV [2]	Optional equipment - specify *65 HP 4 WHEEL DRIVE CAB TRACTOR. 12F X 12R, MID VALVES AND JOYSTICK CONTROL.* [1] *16X16 HYD REVERSER TRANSMISSION FOR 5000M SERIES* [2]	$38,000.00[1]	$2,900.00[2]
5075E [1] H240 [2]	Optional equipment - specify *75 HP 4 WHEEL DRIVE CAB TRACTOR WITH 12/12 TRANSMISSION & DUAL MID SCVS WITH JOYSTICK* [1] *LOADER FOR 5E TRACTORS* [2]	$41,000.00[1]	$6,550.00[2]

VEHICLE:	5100M			
DEALER:	AG PRO COMPANIES LLC	AG PRO COMPANIES LLC	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$38,700.00	$38,700.00	$40,500.00	$40,500.00

5115M [1] H260 [2]	Optional equipment - specify *115 HP OPEN STATION TRACTOR WITH 16/16 TRANSMISSION, DUAL MID SCVS WITH JOYSTICK.* [1] *LOADER FOR 5M & 5085E & 5100E TRACTORS* [2]	$54,400.00[1]	$7,600.00[2]
5155M CAB [1] H310 [2]	Optional equipment - specify *115 HP CAB TRACTOR WITH 16/16 TRANSMISSION, DUAL MID SCVS WITH JOYSTICK. RADIAL TIRES. SHIFTABLE REAR PTO*[1] *LOADER FOR 5000M & 6000E TRACTORS* [2]	$63,400.00[1]	$8,165.00[2]
H240 LOADER [1] 620R [2]	Optional equipment - specify *H240 LOADER FOR JD 50xxE SERIES TRACTORS* [1] *LOADER FOR 6000M/R TRACTORS THAT ARE LOADER READY FROM FACTORY* [2]	$6,300.00[1]	$8,270.00[2]
H260 LOADER [1] CANOPY [2]	Optional equipment - specify *H260 LOADER FOR JD 50xxM SERIES TRACTORS* [1] *CANOPY FOR OPEN STATION TRACTORS* [2]	$7,250.00[1]	$650.00[2]
CANOPY [1] 595 BACKHOE [2]	Optional equipment - specify *FOR OOS TRACTORS* [1] *BACKHOE FOR 5000M TRACTORS-REQUIRES LOADER* [2]	$650.00[1]	$15,280.00[2]
10% DISCOUNT [1] 4WD-E [2]	Optional equipment - specify *Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount ONLY APPLIES to a downgrade or an upgrade to the model listed in this specification. It does not apply to a completely different make or model. (The discount is applied to the manufacturer's current published retail prices.)* [1] *4WD FOR 5000E SERIES TRACTORS-MODEL SPECIFIC* [2]	NA[1]	$5,100.00[2]
10% DISCOUNT [2]	Optional equipment - specify *DISCOUNT OFF MSRP ON OPTIONS & OPTIONAL NON-SPECIFIED MODELS PER SPEC# 22* [2]	NA	Std[2]
	Temporary tag	NA	NA
	Transfer existing registration (must provide tag number)	NA	NA
	New state tag (specify state, county, city, sheriff, etc.)	NA	NA
	Maintenance Plan - specify	NA	NA
	Maintenance Plan - specify	NA	NA
	Extended warranty – 3rd year	NA	NA
	Extended warranty – 3rd & 4th years	NA	NA

Legislation Details (With Text)

File #:	17-107	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	3/1/2017			**In control:**	City Council
On agenda:	3/14/2017			**Final action:**	
Title:	Authorize the City Manager to amend the Street Light Agreement between the City of Cocoa and Florida Power and Light (FPL) to allow for the installation of a new street light at the intersection of Fiske Blvd and Barbara Jenkins Street. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SLA Fiske & Barbara Jenkins				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 1, 2017
Agenda Date: March 14, 2017
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif P.E. Public Works Director/ City Engineer
Requested Action:
Authorize the City Manager to amend the Street Light Agreement between the City of Cocoa and Florida Power and Light (FPL) to allow for the installation of a new street light at the intersection of Fiske Blvd and Barbara Jenkins Street

BACKGROUND:

The City maintains a Street Light Agreement with Florida Power and Light (FPL) for the maintenance of the FPL street lighting system throughout the city. On occasion or at the request of the city, FPL will modify the lighting system in certain areas. This amendment to the existing lighting agreement will allow for the installation of a new street light and concrete pole at the intersection of Fiske Blvd and Barbara Jenkins Street. There is no up-front capital cost associated with this installation; monthly maintenance and energy costs for the fixture and pole is currently $13.00 per month and will vary based on future rates.

STRATEGIC PLAN CONNECTION:

This light will enhance the safety of both pedestrians and vehicles

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

Council has authorized the City Manager to amend the FPL Lighting Agreement in the past

RECOMMENDED MOTION:

Authorize the City Manager to amend the Street Light Agreement between the City of Cocoa and Florida Power and Light (FPL) to allow for the installation of a new street light at the intersection of Fiske Blvd and Barbara Jenkins Street

FPL Account Number: **44463-07383**
FPL Work Order Number: **7166897**

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, **The City of Cocoa** (hereinafter called the Customer), requests on this **26th** day of **January**, **2017** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) **Fiske Blvd and Barbara Jenkins**, located in **Cocoa**, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed

Fixture Rating (in Lumens)	Fixture Type	# Installed
6300	SCH	1

Lights Removed

Fixture Rating (in Lumens)	Fixture Type	# Removed

Poles Installed

Pole Type	# Installed
Concrete	1

Poles Removed

Pole Type	# Removed

Conductors Installed

Feet not Under Paving

Feet Under Paving

Conductors Removed

Feet not Under Paving

Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully):_____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of $**0** prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:

   a. the addition of street lighting facilities:
   b. the removal of street lighting facilities; and
   c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

   Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.

9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.

12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.

17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

The City of Cocoa
Customer (Print or type name of Organization)

By:_____
Signature (Authorized Representative)

_____
(Print or type name)

Title:_____

FLORIDA POWER & LIGHT COMPANY

By: Sue Williams
(Signature)

SUE WILLIAMS
(Print or type name)

Title: RELOCATION COORDINATOR

Legislation Details (With Text)

File #:	17-62	**Version:** 1	**Name:**		
Type:	Report		**Status:**	Public Hearing	
File created:	2/22/2017		**In control:**	City Council	
On agenda:	3/14/2017		**Final action:**		
Title:	Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2017-2018 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 9, 2017. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Public Hearing 3-14-2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 23, 2017
Agenda Date: March 14, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2017-2018 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 9, 2017.

BACKGROUND:

For FY2017-2018, the City anticipates receiving $169,584 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $72,045 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The use of CDBG funds must meet one (1) of the three (3) National Objectives: benefit low/moderate income persons; eliminate or prevent slum or blight; or meet urgent needs. CDBG allows a maximum of 15 percent of the grant to be allocated to a public service agency and a maximum of 20 percent of the grant be allocated for staff administration.

HOME funds can only be used to address housing needs, such as: home purchase or rehabilitation financing assistance; build or rehabilitate housing for rent or ownership; or for other reasonable and

necessary expenses related to the development of non-luxury housing, including site acquisition or improvement, and demolition of dilapidated housing to make way for HOME-assisted development. Additionally, some special conditions exist with HOME funds. The City must provide a 25 percent match for every dollar of HOME funds used (except for administrative costs) from nonfederal sources and at least 15 percent must be set-aside for Community Housing Development Organization (CHDO) activities. Eight (8) percent is available for staff administration and the remaining allocation towards eligible HOME activities (Two (2) percent is retained by Brevard County as lead agency).

All activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. A one (1) year Action Plan must be completed and submitted to HUD through Brevard County, Consortium's lead entity, addressing those needs. Prior to submittal, a 30 day public comment period and a second public hearing must be conducted. The FY2017-2018 Action Plan will be submitted to Brevard County by June 19, 2017 for submittal to HUD.

Staff advertised a notice of funding availability along with a Request for Proposals (proposals) using the anticipated grant allocations. In addition to city staff generated requests, five (5) proposals were received. All proposals were reviewed at a publicly noticed meeting by a staff review committee. The committee consisted of: Steven Belden, Community Services Director; Nancy Bunt, Deputy Community Services Director; Ellen Heuser, Housing Program Manager; Anthony Hagan, Grants Administrator; and Christine Kuhn, Staff Accountant.

Proposals were reviewed and evaluated according to the criteria below:

A. Introduction (maximum of 10 points)
B. Demonstration of Need (maximum of 15 points)
C. Description of Target Clientele (maximum of 10 points)
D. Measurable Outcomes (maximum of 5 points)
E. Consolidated Plan Consistency (maximum of 10 points)
F. Organizational Capacity and Capability (maximum of 15 points)
G. Leveraging (maximum of 10 points)
H. Financial Capacity (maximum of 20 points)
I. Past Performance (+5 to -20 points)

The five (5) agencies that requested CDBG public service dollars were ranked by committee members as follows:

AGENCY NAME:	Steven Belden	Nancy Bunt	Ellen Heuser	Anthony Hagan	Christine Kuhn*	**TOTAL POINTS:**	**AVERAGE SCORE:**
Community Services Council	78	80	80	65	20	323	64.6
Central Brevard Sharing Center	80	79	75	61	20	315	63.0
Early Learning Coalition	74	77	77	59	20	307	61.4
Salvation Army	73	71	80	61	15	304	60.8
Grandparents Raising Grandchildren	63	70	56	70	10	248	49.6

* Christine Kuhn, Staff Accountant only reviewed and ranked Financial Capacity.

Of the five (5) proposals submitted, five (5) requested public service funds related to the CDBG Program. The total amount of funds requested was $47,943 and the City has $25,437 available to support public services. As contained in the Request for Proposals, the minimum amount of funding per any CDBG public service agency is $5,000.

No non-public services proposals were submitted.

Based on thorough review of each agency's proposal and financial statements, the committee's recommendations are as follows:

CDBG Public Services - Maximum 15% allowed $25,437			
Name of Agen	**Description of provided**	**Amount Requested**	**Amount Recommended**
Community Ser of Brevard - Se Program.	Provide 13,990 nutritional meal nutritionally at r	$10,000	$6,943*
Central Brevard Center	Provide daily nu low/mod income	$10,000	$6,940*
Early Learning Brevard, Inc.	Provide subsidi 28 low/mod inc	$12,000	$6,554*
The Salvation A Central Brevard	Provide daily nu provide basic n residents of the shelter.	$5,000	$5,000
Grandparents R Grandchildren	Provide Childre Services to 88	$10,943	$0.00

CDBG Other/Public Improvements - $110,231			
Housing Rehab	Rehabilitation of substandard h	$90,231	$90,231
Community Ser Demolition/Clea	Code enforcement initiated der	$20,000	$20,000

CDBG Administration - 20% - $33,916			
City Staff			$32,916*
Fair Housing			$1,000
Total CDBG Admin			$33,916
Total CDBG Allocation			***$169,584***
****Any increase or decrease in funding will be deducted from the award.***			

HOME Administration - 8% - $5,763*			
City Staff			$5,295*

HOME CHDO & Housing Set Aside - $55,475*			
CHDO Housing Activ	15% Mandatory CHD		$10,807*
Housing and CHDO	Housing Activities	$55,475	$55,475
Total HOME Allocation			***$72,045***
****Any increase or decrease in funding will be deducted from the award.***			

As required by the City's Citizen Participation Plan, staff is requesting City Council hold a Public

Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on FY2017-2018 CDBG and HOME Program funding. Upon City Council's approval, a 30 day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also inform the public of the date of the second and final Public Hearing, which will be held on May 9, 2017.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

No budgetary impact in FY2017-2018

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2017-2018 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 9, 2017.

AD1908816 2/9/2017

NOTICE OF PUBLIC HEARING
CITY OF COCOA

The City of Cocoa expects to receive approximately $169,584 in Community Development Block Grant (CDBG) funds and approximately $72,045 in HOME Investment Partnership funds for Program Year 2017-2018. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, public facilities and improvements, or demolition and clearance.

The Cocoa City Council will hold a public hearing on Tuesday, March 14, 2017 at 6:00 pm. in the Council Chambers, located at 65 Stone Street to obtain citizen input and comments on housing and community development needs; approve recommendations on FY 2017-2018 CDBG and HOME program funding.

Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Ellen Heuser, Housing Program Manager at the City of Cocoa at (321) 433-8520 within 48 weekday hours of the hearing. Written comments must be submitted in person or by mail. Oral comments will also be accepted at the public hearing.1908816

Legislation Details (With Text)

File #:	17-112	**Version:**	1	**Name:**	Administrative Appeals Ord 2nd reading
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/2/2017			**In control:**	City Council
On agenda:	3/14/2017			**Final action:**	
Title:	Ordinance No. 03-2017 2nd & Final Reading: Amending Appendix A, Zoning, Related to the Administrative Appeal Process for Adverse Decisions of Administrative Officials and Providing Amendments Related to Administrative Verification Of Nonconforming Uses. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-2017 Ordinance amending Appendix A - Zoning - re administrative appeal process for adverse				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 2, 2017
Agenda Date: March 14, 2017
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the second reading of Ordinance 03-2017, amending Appendix A, Zoning, Related To The Administrative Appeal Process For Adverse Decisions of Administrative Official and Providing Amendments Related To Administrative Verification Of Nonconforming Uses.

BACKGROUND:

In accordance with Section 1(G)(2), Article XXII, Appendix A (Zoning), of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The City is initiating amendments to Appendix A, Zoning of the City Code in order to update and

broaden the administrative appeal process for adverse decisions of administrative officials. The amendments are to the following code sections (more specifically described in the attached proposed Ordinance No. 03-2017), and it should be noted that many of the amendments are housekeeping items such as changing references from building official to community services director:

- Article X. - Nonconformities, Section11. - Zoning verification letters
  Amends references from certificate of nonconforming use to zoning verification letter and adds new language regarding the zoning verification letter.

- Article XI. - Schedule of District Regulations, Section 8. - District and intent-RM-4, Single-Family Mobile Home Cooperative.
  Amends the type of material that can be used to skirt a mobile home.

- Article XIII. - Supplementary District Regulations, Section 16. - Swimming pools; Section 22. - Landscaping requirements; Section 25. - Housing bonus.
  Provides definition for enforcement official.

- Article XVII. Board of Adjustment: Power and Duties, Section 1. - Administrative review; Section 5. - Decisions of the board of adjustment.

  Amends the administrative appeal process to Board of Adjustment decisions.
  Amends the time period for an aggrieved party from 30 days to 10 days.

- Article XVIII. - Appeals From the Board of Adjustment, Section 1.
  Amends reference to records being transmitted to the Board of adjustment from building official to city clerk's office.

- Article XIX. Duties of Building Official, Board of Adjustment, City Council and Courts on Matters of Appeal.
  The entire article is deleted.

- Article XXIII. - Complaints Regarding Violations, Section 1. - Generally.
  Amends the reference from building official to enforcement official.
  Amends article number.

The following Articles have been renumbered only due to the deletion of Article XIX noted above:

- Article XIX. - Planning and Zoning Board
- Article XX. - Schedule of Fees, Charges and Expenses
- Article XXI. - Amendment
- Article XXII. - Provisions of Ordinances to be Minimum Requirements
- Article XXIV. - Penalties, Remedies and Miscellaneous Violations and Penalties

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support the applicant's request:

- Future Land Use Element Objective 1.1.10 - Plan Implementation: The City shall maintain, amend and develop land development regulations that guide future growth and development,

discourage the proliferation of urban sprawl and implement the goals, objectives and policies of the comprehensive plan.

- Future Land Use Policy 1.1.10.1: The City shall maintain land development regulations as required by Florida Statutes that shall be specific and detailed provisions required to implement the comprehensive plan

A few technical revisions of the ordinance were made by the City Attorney after First Reading and are incorporated in the draft presented to the City Council.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at its January 11, 2017 meeting.

City Council approved the first reading of Ordinance 03-2017, at its February 28, 2017 meeting.

RECOMMENDED MOTION:

Approve the second reading of Ordinance 03-2017, amending Appendix A, Zoning, Related To The Administrative Appeal Process For Adverse Decisions of Administrative Official and Providing Amendments Related To Administrative Verification Of Nonconforming Uses.

ORDINANCE NO. 03-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE; PROVIDING AMENDMENTS RELATED TO THE ADMINISTRATIVE APPEAL PROCESS FOR ADVERSE DECISIONS OF ADMINISTRATIVE OFFICIALS; PROVIDING AMENDMENTS RELATED TO ADMINISTRATIVE VERIFICATION OF NONCONFORMING USES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City desires to amend Appendix A, Zoning, of the City Code in order to update and broaden the administrative appeal process for adverse decisions of administrative officials; and

WHEREAS, the Planning and Zoning Board has reviewed these proposed amendments at a duly noticed public hearing held on January 11, 2017, and said Board has recommended approval of the amendment to the City Code; and

WHEREAS, the City Council of the City of Cocoa, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY OF COCOA HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. Amendment to Appendix A, Zoning. Appendix A, Zoning, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from this Ordinance of text existing in Appendix A, Zoning. It is intended that the text in Appendix A Zoning, denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

Appendix A - Zoning

*** * ***

*** * ***

ARTICLE X. - NONCONFORMITIES

*** * ***

Sec. 11. - Zoning verification letters ~~Certificate~~ of nonconforming use.

Upon written request of a property owner to the Community Services Department, ~~The building official~~ the community services director ~~shall~~ may issue a ~~certificate of~~ zoning verification letter confirming the existence of a legally nonconforming use of land ~~to all owners of property, the use of~~ for any use which does not conform to the provisions of the ~~use zone~~ zoning district in which the property is located. The letter issued by the Community Services Director shall be based on the applicable provisions of the City Code, including but not limited to Appendix A Zoning, Article X Nonconformities, and law, and shall be reviewed for legal sufficiency by the City Attorney.

(A) If a letter is issued in ~~In~~ accordance with the provisions of this section, no use of land, buildings or structures shall be made other than that specified on the letter ~~certificate of nonconforming use~~, unless said use shall be in conformity with the provisions of the ~~use zone~~ zoning district in which the property is located.

(B) A copy of each letter ~~certificate~~ of nonconforming use shall be filed with the office of the city clerk. No permit or local business tax receipt shall be issued to any property for which a zoning verification letter of nonconforming use has been issued unless said permit or license has been approved by the ~~building official~~ City.

(C) The issuance of a letter under this section shall be for the benefit of the property owner only, and shall not be construed or interpreted to exempt the subject property from the provisions of the City Code or other applicable law. The intent of a letter is to memorialize, for the benefit of the property owner, the existence of a legally non-conforming use as of the date the letter was issued by the community services director and shall not be relied upon by the property owner if laws, facts or circumstances change after the date the letter has issued.

(D) The City reserves the right, upon receipt of a written request or on the City's own initiative, to update and/or rescind any letter issued under this section if laws, facts or circumstances change after the date the letter is issued.

* * *

ARTICLE XI. - SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 8. - District and intent—RM-4, Single-Family Mobile Home Cooperative.

* * *

(E) LAND USE REGULATIONS.

* * *

(14) *Mobile home foundation and anchorage*—All mobile homes shall be located on a masonry foundation and securely anchored and tied down according to the requirements of the Mobile Home Manufacturer's Association. Each unit shall be skirted with ~~masonry construction~~ masonry, metal or plastic screening from the ground to the first floor and approved by the building official ~~inspector~~. An access panel shall be provided.

* * *

* * *

ARTICLE XIII. - SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 16. - Swimming pools.

Swimming pools shall not be considered as an accessory use but shall conform to the requirements of an accessory structure, if not otherwise exempted. All such pools shall be installed to city requirements and a city permit shall be required and approved by the building ~~inspector~~ official prior to construction or installation. Commercial swimming pools are prohibited in residential districts. Swimming pools may be built adjacent to or within the principal structure if it is determined through analysis by a certified engineer that such construction shall not be harmful to the principal structure.

* * *

Sec. 22. - Landscaping requirements.

* * *

(B) DEFINITIONS. [For the purpose of this section, certain words or terms used herein shall be interpreted as follows:]

* * *

(5) *Enforcement official:* The ~~building official~~ community services director, or his or her assigned designee.

* * *

Sec. 25. - Housing bonus.

* * *

(D) PROCEDURE FOR ISSUANCE OF HOUSING BONUS.

* * *

(2) *Permit:* Upon satisfaction of these conditions in accordance with the requirements of this section, the ~~building official~~ community services director shall approve the application for the housing bonus, and in the event that the permit application is otherwise complete and in accordance with applicable laws and requirements, the building official shall issue a building permit. In the event the applicant seeks to apply the bonus to a concurrent benefitted development in the Central Business District, the ~~building official~~ community services director shall apply such bonus and the building official shall approve an application for a building permit for the benefitted construction in the Central Business District at the same time, providing such application is otherwise complete and in accordance with applicable laws and requirements.

(3) *Certificate:*

a. In the case of qualifying housing units that are not Nehemiah Units, after issuance of a building permit, the administering corporation shall locate a purchaser for the unit by one (1) of two (2) methods: (i) the administering

corporation shall advertise the availability of the housing unit for purchase by a qualifying low income household on three (3) consecutive days, including a Sunday, in a newspaper of general circulation in the City of Cocoa. A prospective purchaser shall be ~~selective~~ selected at random from the responses to such advertisement. If the first prospective purchaser shall fail to qualify as an eligible low income household, or shall otherwise be ineligible to purchase the housing unit, further applications shall be chosen at random from the responses to the advertisements until a qualifying purchaser is selected; or (ii) the administering corporation shall sell the unit to an eligible Low Income Household selected by it that has previously donated or that has agreed to donate at least five hundred (500) hours of voluntary labor to the Administering Corporation toward development of qualified affordable housing. Upon completion of the housing unit, issuance of a certificate of occupancy for the housing unit, and closing of the sale of the housing unit in accordance with the terms and conditions set forth in this section, including the grant of a right of first refusal and presentation of proof of recording of title and the right of first refusal, the ~~building official~~ community services director shall issue a certificate for the amount of housing bonus earned; or, in the case of a concurrent benefitted development within the Central Business District, the building official shall issue a certificate of occupancy for the concurrent benefitted development upon satisfaction of all other requirements.

*** * ***

*** * ***

ARTICLE XVII. BOARD OF ADJUSTMENT: POWER AND DUTIES

The Board of Adjustment shall have the following powers and duties:

Sec. 1. - Administrative review.

To hear and decide appeals where it is alleged there is error in any ~~order, requirement, decision, or determination, or~~ final administrative decision by an administrative official regarding the enforcement or interpretation ~~made by the building official in the enforcement~~ of this ordinance and the sign ordinance, unless otherwise expressly provided for by the City Code.

(A) HEARINGS; APPEALS; NOTICE. ~~Appeals to the board of adjustment may be taken by any person aggrieved or by any officer, or bureau of the governing body of the city affected by any decision of the building official in the interpretation of any portion of these regulations.~~ Appeals to the board of adjustment may be made by any applicant or party aggrieved by a decision of an administrative official in the interpretation of any portion of these regulations. Such appeals shall be ~~taken~~ made within thirty (30) days ~~as to any decision made by the building official under section 9-2 of this Code or within a reasonable time not to exceed sixty (60) days~~ of the date of said decision, or such lesser period as may be provided by the rules of the board of adjustment as to any other decision of the ~~building~~ administrative official. Such appeal shall be ~~taken~~ made by filing with the city clerk's office ~~building official and, with the board of adjustment~~, a written notice of appeal stating the name of the decision-making administrative official, the date of the decision, all applicable code provisions and the specific grounds for appeal ~~specifying the grounds therefore~~. The ~~building administrative official~~ city clerk's office shall

forthwith transmit to the board of adjustment, all papers constituting the record upon which the action appealed from was taken. The board of adjustment shall fix a reasonable time for hearing of the appeal, give public notice thereof at least fifteen (15) days in advance of public hearing, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing, any party may appear in person or by agent or attorney.

(B) The board of adjustment shall be required to review all administrative appeals and prepare written findings constituting its final decision on the administrative appeal based on the criteria set forth in this section.

(C) Review of administrative decisions shall be based on the following criteria:

(1) Whether the applicant was properly afforded procedural due process;

(2) Whether the decision under review is supported by competent, substantial evidence; and

(3) Whether the decision under review complied with applicable law, including a proper interpretation of any provision under this chapter.

(~~B~~)(D) STAY OF PROCEEDING. An appeal stays all proceedings in furtherance of the action appealed from, unless the ~~building~~ administrative official from whom the appeal is taken certifies to the board of adjustment, after the administrative official is informed by the city clerk's office of the notice of appeal ~~is~~ filed ~~with him~~, that by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the board of adjustment or by a court of record on application, on notice to the administrative official charged with the enforcement of this ordinance and from whom the appeal is taken on due cause shown.

(~~C~~)(E) COURTESY NOTICE. A courtesy notice may be mailed to the property owners of record within a radius of five hundred (500) feet or advertised in the legal notice section of a newspaper of general circulation; provided, however, that failure to mail or receive or publish such courtesy notice shall not affect any action or proceedings taken hereunder. Appellant shall be solely responsible for all costs incurred for notification under this subparagraph.

* * *

Sec. 5. - Decisions of the board of adjustment.

In exercising any of the above listed powers, the board of adjustment may, so long as the action is in conformity with the terms of this ordinance, reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as should be made, and to that end shall have all of the powers of the ~~building inspector [official]~~ administrative official from whom the appeal was taken.

The concurring vote of a majority of the members of ~~four (4) members of~~ the board of adjustment shall be necessary to reverse any order, requirement, decision or determination of an administrative official ~~the building inspector [official]~~.

****

~~Sec. 7. - Unsafe buildings.~~

~~To hear, consider, and decide dangerous and unsafe building petitions by the building official pursuant to section 9-2 of the Cocoa Code, or any similar Code section.~~

*** * ***

*** * ***

ARTICLE XVIII. - APPEALS FROM THE BOARD OF ADJUSTMENT

Sec. 1. - Authority; appeals; limitations on rehearings by board.

(a) *APPEALS FROM BOARD OF ADJUSTMENT.*

****

(3) The city council's consideration of the final decision being appealed shall be de novo regarding the review criteria required to be applied by the board of adjustment and the issues presented in the notice of appeal. The city council shall hear and consider the evidence and testimony of any interested party and shall either affirm or reverse, wholly or in part, or may modify the decision appealed from and may make such decision as should be made, and to that end shall have all of the powers of the board of adjustment from which the appeal was taken. ~~the decision of the board of adjustment.~~ However, with respect to administrative appeals under Appendix A- Zoning, Article XVII, Section 1 the city council's de novo review shall be of the record transmitted to the board of adjustment by the ~~building official~~ city clerk's office, and any new material, documents or testimony that may have bearing on the decision. A concurring majority vote of the city council shall be required for any decision made by the city council under this section.

*** * ***

*** * ***

~~ARTICLE XIX. DUTIES OF BUILDING OFFICIAL, BOARD OF ADJUSTMENT, CITY COUNCIL AND COURTS ON MATTERS OF APPEAL~~

~~Sec. 1. - Intent—Generally.~~

~~It is the intent of this ordinance that all questions of interpretation and enforcement shall be first presented to the building official, and that recourse from the decisions of the board of adjustment shall be to the courts as provided by law and particularly by Chapter 176, Florida Statutes.~~

~~Sec. 2. - Same—Duties of council.~~

~~It is further the intent of this ordinance that the duties of the city council in connection with this ordinance shall not include hearing and deciding questions of interpretation and enforcement that may arise. The procedure for deciding such questions shall be as stated in this section and this ordinance. Under this ordinance the city council shall have only the duties (1) of considering and adopting or rejecting proposed amendments or repeal of this ordinance, as provide by law, and (2) of establishing a schedule of fees and charges.~~

*** * ***

ARTICLE ~~XX~~ XIX. - PLANNING AND ZONING BOARD

*** * ***

ARTICLE ~~XXI~~ XX. - SCHEDULE OF FEES, CHARGES AND EXPENSES

*** * ***

ARTICLE ~~XXII~~ XXI. – AMENDMENT

*** * ***

ARTICLE ~~XXIII~~ XXII. - PROVISIONS OF ORDINANCES DECLARED TO BE MINIMUM REQUIREMENTS

*** * ***

ARTICLE ~~XXIV~~ XXIII. - COMPLAINTS REGARDING VIOLATIONS

Sec. 1. - Generally.

Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file a complaint. Such complaint shall state fully that causes and basis thereof shall be filed with the ~~building official~~ enforcement official. He shall record promptly such complaint, immediately investigate, and take action thereon as provided by this ordinance.

ARTICLE ~~XXV~~ XXIV. - PENALTIES, REMEDIES AND MISCELLANEOUS VIOLATIONS AND PENALTIES

*** * ***

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the Cocoa City Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED, by the City Council of the City of Cocoa, Florida, this 14th day of March, 2017.

_____
Henry U. Parrish, III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

Legislation Details (With Text)

File #:	17-101	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	2/22/2017			**In control:**	City Council
On agenda:	3/14/2017			**Final action:**	
Title:	Consideration of a Code Enforcement Lien Reduction request for the property located at 10 South Street, CE 12-061, current owner Jim Stripling. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 22, 2017
Agenda Date: March 14, 2017
Prepared By: Rachel Unruh, Planning & Code Technician
Through: Steven P Belden, AICP, Community Services Director
Requested Action:
The owner, Jim Stripling, is requesting a lien reduction for the property located at 10 South Street.

BACKGROUND:

CASE# 12-061:

1. The Code Enforcement Board held a public hearing on April 19, 2012, at which time the Board found the owner, Debra A Mauch, in violation of the following:

Section 6-1003(j)	Stairs, Decks, Porches
Section 6-1003(b)	Protective Treatment
Section 6-1003(f)	Exterior Walls
Section 6-1203(a-c)	Plumbing Fixtures

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective March 18, 2012. The lien ran at $100.00 per day from March 18, 2012 until compliance was achieved by demolition of the structure on March 11, 2016. The lien is $145,400.00 and the current owner, Jim Stripling, is requesting that the lien be reduced to the cost incurred by the city.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **No, the property was owned by Debra Mauch and her deceased ex-husband.**

- When did the current owner obtain the property? **January 19, 2017.**

- How was the property obtained? **By Quit Claim Deed**

- How many (if any) previous code enforcement cases were on the property? **Four**

- How many (if any) previous or current code enforcement cases on other property owned by the same owner? **Zero**

- The number of violations related to the subject lien? **Four**

- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **1,454 days** and the total amount of the lien is **$145,400.00.**

- The current market value of the subject property? The current market value is **$28,190.00** according the Brevard County Property Appraiser.

Mr. Stripling has been working with the City for several years on this property. He has cleaned up the junk & debris and mowed the property for the past several years. Additionally, he obtained the services of a contractor to see if the structure could be repaired. After finding out that it was beyond repair, he provided the City the information and we proceeded with demolition of the structure. After the structure was demolished, he continued to maintain the property at his own expense. Once clear title was received he was able to then purchase the property on January 19, 2017. There was a demolition lien on the property in the amount of $3,683.36. Mr. Stripling paid off the lien on January 20, 2017.

Based on the above factors, the Code Enforcement Board is recommending the lien be reduced to **$1,000**.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on February 16, 2017, recommended that the lien be reduced to $1,000.

RECOMMENDED MOTION:

Follow the recommendation of the Code Enforcement Board to reduce the lien to $1,000.

Application # **CE** - 12 - 61

LIEN REDUCTION APPLICATION

Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web:http://www.cocoafl.org

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received

RECEIVED
JAN 20 2017
BY: RMU

Stamp Only When Application is Fully Complete

1. **Date:** 01/20/2017

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Jim (James) Stripling

Mailing Address: 41 River Ridge Dr.

City: Rockledge State: FL Zip Code: 32955

Phone #: (321) 427-2825 Fax #: _____

Mobile #: (321) 427-2825 E-mail: jim@stripling.org

3. **Property Owner Information:** ** Check here if same as Applicant* → ☒
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: (NOTE: Jim Stripling - NEW owner as of 01/19/2017

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. Information for property on which lien occurs:

Street Address and Location: 10 SOUTH STREET, COCOA

Parcel ID:

24-36-33-81-*[ ][ ][ ][ ].[ ]-61[ ][ ].[ ][ ]

Tax Account Number:

2426417

Existing Use(s) on Property: now vacant... previous Multi-Family - Not suitable for occupancy

Proposed Use(s) on Property: Multi-Family residential

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? _____

Nature of Violation(s): multiple violations - structure unsafe - occupancy prohibited

Date Fine or Lien Imposed: 04/20/2012 (beginning 03/18/2012) Amount of Fine: $100 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 02/29/2016 (via demolition)

5. Please provide the following information:

Code enforcement case number: 12-00000061

Were you the property owner at the time the lien was imposed? Yes / (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? in compliance by the time I purchased

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one) } became aware indirectly

The factual basis upon which the application for reduction of the lien should be granted:

SEE ATTACHED 'ADDITIONAL INFORMATION' (3 PAGES)

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

SEE ATTACHED 'ADDITIONAL INFORMATION' (3 PAGES

Amount you are requesting that the lien be reduced to: SEE PAGE 3 - 'ADDITIONAL INFORMATION' (3 PAGES)

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

SEE ATTACHED 'ADDITIONAL INFORMATION'

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

N/A - THERE ARE NONE

6. **Please submit the following items in order complete the application:**

   a. ☐ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action**. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Jim Stripling being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

NOTARY PUBLIC STATE OF FLORIDA
RACHEL M. UNRUH
MY COMMISSION # GG 049001
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services

J R. Stripling
(APPLICANT SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced Driver License

Rachel M Unruh
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 20th day of January, 20 17

Lien Reduction Application
Community Services Department
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Re: Lien Reduction Application - 10 South Street, Cocoa, Florida
Application# CE-12 - 61
Code Enforcement case number 12-00000061

Additional Information

Submitted 01/20/2017 by Jim (James) Stripling

(NOTE: To save your time and 'cut to the chase'... please see page 3)

This is a summary of the known facts related to my request for Lien Reduction re: 10 South Street. All of this information I became aware of only after beginning research of the property, approximately 20 months ago, in May, 2015... 3 years after the original non-compliance notice from Cocoa Code Enforcement was delivered to the owners.

The wood frame home that occupied 10 South Street was built in 1910 and had been minimally upgraded since it's construction.

The owners of the home at the time Code Enforcement became involved with the property were Debra Mauch and Robert Randall, Jr., a married couple.

On Feb. 16, 2012, primarily due to the age of the structure and deferred maintenance, the property was identified by Cocoa Code Enforcement to have a number of code deficiencies. Notice of non-compliance was given and the owners were given until March 18, 2012 to correct the deficiencies.

On or about **the same time as the notice of non-compliance was given, the owners of the home separated and filed for divorce, and both parties moved out** of the home.

Each party to the divorce retained an attorney, and each attorney required and recorded a lien against the property of $10,000 (each) in an attempt to ensure payment for their services.

On or about **the same time as the notice of non-compliance was given, the owners of the home stopped making required mortgage payments**, eventually leading to a foreclosure filing by the bank holding the mortgage.

No formal address change information for either party was filed with the Post Office, the bank, the Brevard County Tax office or any other agency at the time, which meant **all legal notices mailed to either owner were received weeks or months late... or in many cases were never received at all.**

On April 19, 2012, Cocoa Code Enforcement confirmed continued non-compliance for the property. In an attempt to compel compliance **a fine of $100/day was imposed, from the original compliance demand date of March 18, 2012.**

Eight months after the original compliance demand date, on November 15, 2012, one of the property owners, Robert Randall, Jr., died. Robert left no will and his ½ ownership of the property passed to his mother.

20 months ago, in May, 2015 I (Jim Stripling) became aware of and concerned about the condition of the 10 South Street property because it was adjacent to a property owned by my mother. I was concerned about the apparent abandonment and dilapidated condition of the structure, and the high weeds, grass and garbage/junk scattered about the property. Through inquiries with neighbors, I learned the house was indeed abandoned, and was in periodic use by vagrants and others, including use of the house's fireplace. Like many of the adjacent homeowners, I became increasingly concerned regarding the condition and safety of the property.

I talked to Code Enforcement officials and researched the legal ownership of the property. I researched the recorded claims against the property and against the owners. **As I began to get a picture of the history of the problems on the property I realized that little could effectively be done to compel the owners (who could not be found) to correct the problems.**

After repeated failed attempts to contact either owner at various addresses, I found out through a neighbor that one of the owners, Debra Mauch, was renting a house nearby. I contacted Debra and she made it clear she was unable or unwilling to resolve any of the legal, code compliance, foreclosure, lien or other issues. **Although I was not the owner, given the property's condition and proximity to my Mother's property, I requested and received the owners (written) permission to clean up the exterior grounds of the property. I cleared trash, construction debris and materials, and dilapidated structures off the property.**

Once I cleared the property of major junk and debris, I cleared weeds and mowed the entire property, which I have continued to do for the last 20 months. I have kept the property free of debris during that time and during the 2016 hurricane season I cleared two large fallen trees including one blocking the public sidewalk.

At some point along this journey I made an offer to the owner to purchase the property. **With NO guarantee of eventual ownership, over the last 20 months I have worked with the living ½ owner and the heirs of the deceased ½ owner to understand and attempt to unravel the complicated issues related to the property including ownership, probate, delinquent taxes, bank foreclosure, property boundaries, attorney liens, City of Cocoa liens, and other legal issues. Again, with NO guarantee of eventual ownership, during these 20 months I paid out over $8000 in legal and other fees to support resolution of issues and to hopefully support my eventual purchase of the property.**

I obtained permission from the owners to have contractors review the house on the property to see if it could be saved, but found due to poor condition that it could not. **With the agreement of the owners, I worked with Code Enforcement officials to encourage acceleration of the decision for the city to demolish the existing structure on the property as a last effort to bring the property into code compliance. I worked with the City's selected demolition contractor on site and coordinated heavy equipment access across my mother's property to support the demolition.**

On February 29, 2016, the non-compliant structure at 10 South Street was taken down and removed from the property, finally bringing the property into compliance 1443 days after the original compliance demand date, and stopping the $100/day fine on the property. Since that time, as before, I have continued to maintain the now vacant property without benefit of ownership.

As of January 19, 2017 I was finally able to complete my purchase of the 10 South Street property and conveyed final payment to the owners.

As of January 19, 2017 there are two outstanding liens with the City of Cocoa.

One lien is in the amount of $3683.36, consisting primarily of costs to the city related to the demolition of the structure on the property. I am prepared to cover the entire cost of that lien in order to obtain the City's release on this lien on the property.

One lien is in the amount of $145,300.00, consisting primarily of the fines imposed on the previous owners in an effort to force compliance. I did not know the original owners and was not involved with the property in any way when the compliance issue came about. I have worked with City officials and gone above and beyond what most non-owners would have done to help resolve an adjacent property issue and correct the problems the issues brought to the neighborhood. As the now *NEW* owner of the property, I ask that the City agree to forgive the entire amount of the fines against the previous owners represented by this lien... estimated at ($100/day x 1443 days) $144,300. Assuming the $1000 difference ($145,300-$144,300) represents 'hard costs' incurred by the city, I am prepared to cover that cost in order to obtain the City's release of this lien on the property.

I appreciate your consideration of my request and with your help look forward to bringing the property at 10 South Street back into a constructive role in the community and neighborhood.

CITY OF COCOA
*** CUSTOMER RECEIPT ***

Oper: COCOAPA Type: CC Drawer: 1
Date: 1/20/17 01 Receipt nbr: 230675

	Year	Number		Amount
	2012	61		
CE		CODE ENFORCEMENT		
				$20.00

Tender detail

CK CHECK	1760	$20.00
Total tendered		$20.00
Total payment		$20.00

Trans date: 1/20/17 Time: 15:58:07

*** TOTAL DOES NOT INCLUDE CC FEE ***

PAYMENTS CAN NOW BE MADE ONLINE AT
HTTP://WWW.COCOAFL.ORG OR THROUGH THE
AUTOMATED PHONE SYSTEM (321) 433-8400

Legislation Details (With Text)

File #:	17-103	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	2/28/2017			**In control:**	City Council
On agenda:	3/14/2017			**Final action:**	
Title:	Approve a Development Agreement between North Brevard Charities Sharing Center (NBCSC) and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement with NBCSC, Stephenson and Edwina Peek and the City in the amount of $150,000; Approve the transfer of ownership of 434 Barbara Jenkins Street from the City of Cocoa to NBCSC; Direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, NBCSC and the Peek's; and Authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	NBCSC Development Agreement.pdf SHIP Replacement Agreement Peeks2.pdf 434-FEB28_SHT1 434-FEB28_SHT2				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2017
Agenda Date: March 14, 2017
Prepared By: Nancy A. Bunt, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve a Development Agreement between North Brevard Charities Sharing Center (NBCSC) and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement with NBCSC, Stephenson and Edwina Peek and the City in the amount of $150,000; Approve the transfer of ownership of 434 Barbara Jenkins Street from the City of Cocoa to NBCSC; direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, NBCSC and the Peek's; and authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action.

BACKGROUND:

On April 12, 2016, City Council approved the 2016-2019 SHIP Local Housing Assistance Plan (LHAP) which included a Demolition/Reconstruction Program Strategy. Subsequently, Council approved a technical amendment to the 2013-2016 SHIP LHAP on December 13, 2016 adding the Demolition/Reconstruction Program Strategy. These two (2) LHAP approvals allowed the City to allocate three (3) years of SHIP funding to fund this project. The SHIP program has a mandatory set-

aside for persons with disabilities and income set asides. The first “qualified and ready” disabled applicant was Stephenson and Edwina Peek (husband/wife), who currently reside at 1408 Donna Avenue, Cocoa. The Peek’s were placed on the city’s housing repair waiting list in May 2013. However, the cost to repair their home, which was constructed in 1957, exceeded the $49,000 maximum threshold allowed under the City’s Housing Rehabilitation Program. The home has major structural issues, water damage, plumbing issues and the roof is in substantial disrepair. The applicants qualify as an Extremely Low Income Household.

Under the City’s Demolition/Reconstruction Program, the household has to voluntarily relocate for a period of three (3) months in order for the contractor to demolish and construct a new home on the same site. However, during the environmental review process, it was determined that the property did not fall within the SHIP grant guidelines for new construction due to the proximity of the property to the railroad tracks. Therefore, the City received written approval from Florida Housing Finance Corporation to construct a home on a different lot the City owned. The property that staff and the Peeks have agreed to build on is 434 Barbara Jenkins Street. This property was acquired by the City in July 2014 from Ken & Susan Davenport in lieu of Code Enforcement foreclosure. Once the replacement home is constructed a simultaneous closing will occur where the Peeks will transfer ownership of their existing property at 1408 Donna Avenue to the City and have all personal belongings removed within 30 days. Thereafter, the City will demolish the existing structure at 1408 Donna Avenue using the City contracted demolition contractor, DBI Demolition, Inc.

North Brevard Charities Sharing Center (NBCSC) was selected as the Community Housing Development Organization (CHDO) to complete the construction of the new home at 434 Barbara Jenkins Street. Although using a CHDO developer is not a requirement of SHIP funding, one of the requirements of the HOME Program is to build CHDO capacity. By partnering with our local CHDO’s on affordable housing construction projects and since SHIP funds are used to match HOME funds, the City is complying with the HOME grant requirements in regards to CHDO capacity building.

Upon Council approval, the City shall transfer the property to NBCSC to allow them to obtain builders risk insurance. The Development Agreement with NBCSC to construct a new home at 434 Barbara Jenkins Street is attached. The agreement stipulates the terms and conditions of the transfer, including the style of home the developer will be constructing, the handicap accessibility modifications and the timeline requirements. Also attached, is the SHIP agreement, mortgage, and note between the Peek’s, NBCSC and the City. A lien will be placed on the property in accordance with the City’s Housing Program Policies.

Staff is requesting City Council approve the transfer of ownership of 434 Barbara Jenkins Street from the City of Cocoa to North Brevard Charities Sharing Center (NBCSC). Approve a Development Agreement between NBCSC and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement with NBCSC, Stephenson and Edwina Peek and the City; direct the City Attorney’s office to prepare any and all necessary documents and contracts with the City, NBCSC and the Peek's; and authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City’s Core) - Supporting these projects in the City will raise the quality of life for its residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested	$150,000
Account Number	105-3240-554.83-00
Account Name	Other Grants & Aids

Source of Funds: X Grant Source: State Housing Initiatives Partnership (SHIP) Program

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Development Agreement between North Brevard Charities Sharing Center (NBCSC) and the City to construct a replacement home; Approve a SHIP Replacement Housing Agreement with NBCSC, Stephenson and Edwina Peek and the City in the amount of $150,000; Approve the transfer of ownership of 434 Barbara Jenkins Street from the City of Cocoa to NBCSC; direct the City Attorney's office to prepare any and all necessary documents and contracts with the City, NBCSC and the Peek's; and authorize the City Manager to execute any and all necessary documents and contracts on behalf of the City to implement the requested action.

NORTH BREVARD CHARITIES SHARING CENTER, INC.
434 BARBARA JENKINS STREET
DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into as of this 14th day of March, 2017, by and between **NORTH BREVARD CHARITIES SHARING CENTER, INC.**, a Florida non-profit corporation, located at 4475 South Hopkins Avenue, Titusville, FL 32780, herein referred to as "Developer" and the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida, located at 65 Stone Street, Cocoa, FL 32922, herein referred to as "City".

RECITALS

WHEREAS, this Development Agreement ("Agreement") is authorized pursuant to the Section 420.907 et. seq. Florida Statutes, *State Housing Initiatives Partnership Act and the* Administrative Rule of the Florida Housing Finance Corporation, 67-37 et. seq., *State Housing Initiatives Partnership Program.*

WHEREAS, Developer desires to develop certain property located within the City of Cocoa and generally located at 434 Barbara Jenkins Street; Parcel ID# 24-36-33-CC-00012.C-0009.00 and more particularly described as follows:

> Lot 9, Block 12 C, College Park Amended map, according to map or plat thereof as recorded in Plat Book 5, Page 72, of the Public Records of Brevard County, Florida ("Property"); and

WHEREAS, Developer desires to design, permit and construct a single-family home as depicted in the floor plan and specifications attached hereto as **Exhibit "A"** and incorporated herein by reference, as the same may be amended from time to time by mutual written agreement of the parties hereto (the "Project"); and

WHEREAS, the Developer will include accessibility features as described hereto as **Exhibit "B"**; and

WHEREAS, the Project involves the construction of a single-family housing unit located at 434 Barbara Jenkins Street, Cocoa, FL 32922, to provide healthy affordable housing for a SHIP eligible extremely- low income disabled household; and

WHEREAS, the City Council finds this Project to be in the best interest of the health, welfare and safety of the citizens of the City of Cocoa; and

WHEREAS, the Developer has been procured under the HOME Community Housing Development Organization (CHDO) Program in order to expand developer capacity within the HOME CHDO Program; and

WHEREAS, Developer and City desire to memorialize their understandings and agreement regarding their respective interests, expectations, and intentions regarding the aforementioned Project as set forth in this Agreement.

NOW THEREFORE in consideration of the terms and conditions set forth in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the City and Developer agree to the following:

I. Incorporation of Recitals.

The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference as a material part of this Agreement.

II. Project General Requirements and Conditions.

In consideration of the mutual promises and consideration set forth in this Agreement, Developer agrees to the development of the Property as described below. The Developer will design and construct a new single-family unit ("unit") for a SHIP qualified extremely-low income disabled household. Developer agrees to permit and construct the Project under the terms and conditions of this Agreement and the Florida Building Code and all City requirements. The Project shall be designed and implemented as follows:

A) Single-family reconstruction

1) The single-family unit shall have a minimum living area of 1,200 square feet and a minimum of 2 bedrooms, 2 baths, 1 car garage unit, and will meet all zoning and Building & Permitting requirements. Prior to issuance of a building permit, the Community Services Director, or his designee, shall approve the site plan, including the final exterior design and elevations. If Developer substantially changes the final design at any point, the revised Site Plan must be approved by the City.

2) The single-family unit shall be constructed with a front setback of no less than 25 feet from property line, rear setback of no less than 15 feet, side interior lot setback shall be no less than eight (8) feet, and the side corner lot setback shall be no less than fifteen (15) feet.

3) The Developer agrees to construct in accordance with the City's Housing & Neighborhood Services Policies; including but limited to, the maximum demolition and replacement cost of $150,000. The demolition cost is set at $3,668.80 and shall be performed by the City's demolition contractor, Don Bell, Inc. d/b/a DBI Demolition. The City has received written approval from the State to not build on the existing lot (1408 Donna Avenue) due to the proximity of the railroad tracks to the property. Within 30 days of transfer of title from the

Developer to the SHIP eligible client, 1408 Donna Avenue must be vacated and the City shall proceed with demolition of the existing unit.

b) Timeline for improvements

Developer shall obtain a building permit within two (2) months of the executed agreement, and construction shall begin within 30 calendar days of permit issuance. The Project shall be completed within six (6) months of construction. Completion is defined as Certificate of Occupancy issued. Should the Developer fail to meet the two (2), one (1), or six (6) month time period, the City reserves the right to terminate this Agreement, without penalty to the City, by filing a notice of termination in the official public records of Brevard County, Florida. If the Agreement is terminated pursuant to this paragraph, Developer shall lose all rights hereunder.

III. Developer's Initial Obligations and Conditions.

a) Upon the Effective Date of this Agreement, Developer agrees to promptly perform, at its expense, the following:

(i) Use all reasonable efforts to secure all necessary governmental and regulatory permits to complete the Project. Developer shall provide the City prompt written notice each time Developer has secured each permit required to complete the Project.

(ii) Commence the design, engineering, permitting, and construction of the Project, subject to the City's approval.

b) Notwithstanding any contrary provisions of this Agreement, Developer's obligations hereunder shall be subject to and contingent upon:

(i) Developer's receipt of all necessary governmental licenses, permits, consents and approvals for the Project. If Developer is unable to obtain any such license, permit or approval, Developer shall have the right to terminate this Agreement by giving written notice to the City to such effect as soon as Developer is aware of Developer's inability to obtain the permit.

(ii) Developer's receipt of a commitment for such financing or funding as Developer deems necessary or desirable to complete the Project. If Developer cannot obtain a commitment for such financing or funding, Developer shall have the right, in its sole discretion, to elect to: a) terminate this Agreement or b) modify the Site Plan with the written approval of the City, provided such written approval shall not be unreasonably withheld or delayed.

(iii) Under no circumstances can the developer encumber the property with a lien.

IV. City's Initial Obligations.

The City must:

a) Expeditiously process all development related applications and building permits. In connection therewith, the City shall waive one hundred percent (100%) of all City levied building permit fees to the extent permitted by applicable law.

b) To the extent permitted by law, lend support to Developer for the approval of any other permit required by other governmental entities.

c) Subject to funding availability, provide State Housing Initiatives Program (SHIP) funds for the demolition of the existing buildings, driveway, sidewalks, etc., at 1408 Donna Avenue.

V. Third Party Beneficiary

This Agreement shall not be construed to provide rights to any third-party beneficiary unless agreed to by the parties in writing.

VI. Cooperation and Further Assurances.

Developer and the City shall cooperate fully with each other to effectuate the terms, conditions and intentions of this Agreement. Further, each party agrees to adjust, initial, re-execute and re-deliver any and all documents subject to this Agreement if deemed necessary or desirable by one or the other of the parties.

VII. Authority and Assignment.

Each party hereby represents and warrants to the other that they have full power and authority to enter into this Agreement. Developer also represents that it has or, prior to commencement of any site work, will hold interest in the Property, and that the development of the Project on the Property is or will be permitted under the terms of this Agreement. If the terms of this Agreement, as it may be amended, do not allow for development of the Project as contemplated herein, this Agreement and any City permits issued in furtherance hereof shall be automatically terminated and nullified. The City also represents that all requirements and procedures, including public hearings, have been properly conducted so that the execution hereof by the City shall constitute the final approval of this Agreement by the City.

VIII. Notices.

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official hereinafter designated, or (b) one day after deposit with a nationally recognized overnight courier service, e.g. Federal Express, Purolator, Airborne, Express Mail etc., or (c) by facsimile delivery, addressed to a party at the other address as specified below or from time to time by written notice to the other party delivered in accordance herewith:

Developer: Mr. Joe Robinson, Executive Director
North Brevard Charities Sharing Center, Inc.
4475 S Hopkins Avenue

Titusville, FL 32780
Phone: 321- 383-3026
Fax: 321-268-5347

City: City of Cocoa
Attention: John A. Titkanich, Jr. AICP, City Manager
65 Stone Street
Cocoa, FL 32922
Phone: 321-433-8660
Fax: 321-433-8690

With copy to: Anthony A. Garganese, Esq.
City Attorney for the City of Cocoa
Garganese, Weiss & D'Agresta, P.A.
111 North Orange Avenue
P.O. Box 2873
Orlando, FL 32801
Phone: 407-425-9566
Fax: 407-425-9596

IX. Defaults.

Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for injunctive relief. Except for the City's right to terminate this Agreement under section II (b) herein, prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action; provided, however, that if such failure cannot reasonably be cured within 30 days, such period shall be extended for such additional time as is reasonably necessary to cure such default so long as such party commences such cure within such 30-day period and diligently pursues it to completion. The prevailing party in any litigation arising under this Agreement shall be entitled to recover its reasonable attorney's fees and costs, whether incurred at trial or appeal.

X. Successors and Assigns/Agreement Running with the Land.

This Agreement is binding upon, and will inure to the benefit of, the parties and their respective successors and permitted assigns. The City does not consent to the assignment of this Agreement to any other party. The provisions of this Agreement and all approved plans shall run with the land and shall be administered in a manner consistent with Florida Statutes and local law.

XI. Applicable Law & Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action under this Agreement shall be in Eighteenth Judicial District, Brevard County for state court actions, and in the Middle District of Florida, Orlando Division for federal court actions.

XII. Amendments.

This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto.

XIII. Entire Agreement.

This Agreement supersedes any other agreement, oral or written, and contains the entire agreement between the City and Developer as to the subject matter hereof.

XIV. Severability.

If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

XV. Relationship of the Parties.

The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

XVI. Sovereign Immunity.

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($300,000.00).

XVII. City's Police Power.

The City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

XIII. Interpretation.

The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

XIX. Permits.

The failure of this Agreement to address any particular City, county, state, and federal permit, condition, term, or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

XX. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

XXI. Declaration of the City Council of Cocoa.

The City Council of the City of Cocoa hereby finds that this Agreement is consistent with the City's Comprehensive Plan and land development regulations and is a legislative act of the City Council of the City. The City Council further finds that this Agreement promotes the public health, safety, and welfare and is consistent with, and an exercise of, the City's powers under the Municipal Home Rule Powers Act, as provided in s. 2(b), Article VIII of the Florida Constitution and Chapter 166.021, Florida Statutes, and the City's police powers.

XXII. Conflict with City Code.

To the extent the City Council determines there is a specific conflict between the provisions of the City of Cocoa Code and this Agreement, the parties agree that the provisions of this Agreement shall control as if approved by the City Council as a legislative act to the extent authorized by section 15-21 of the Cocoa City Code.

XXIII. Effective Date.

Effective Date shall mean the date this Agreement is approved and executed by all parties.

XXIV. Hold Harmless.

The Developer agrees to hold the City harmless for any liability for damage or claims for damage for personal injury, including death, as well as claims for property damage that may arise from Developer or Developer's agents operating under this Agreement. This hold harmless shall not apply if the injury or death is solely attributable by a court to the City.

XXV. Time is of the Essence.

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

IN WITNESS WHEREOF, Developer and the City have executed this Agreement in form sufficient to bind them as of the day and year first above written.

***Witnesses*:** _____ **Print Name:** _____ **Print Name:**	**NORTH BREVARD CHARITIES SHARING CENTER,INC., a Florida non-profit corporation,** **By: _____** **Joe Robinson, Executive Director**

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Joe Robinson, Executive Director of North Brevard Charities Sharing Center, Inc., who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed and _____ who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

_____
Notary Public Signature

_____
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.:
My commission expires:_____

***Witnesses*:** _____ **Print Name:** _____ **Print Name:**	**CITY OF COCOA, a municipal corporation existing under the laws of the State of Florida,** **By: _____** **Henry U. Parrish III, Mayor**

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by Henry U. Parrish III, Mayor of the City of Cocoa, _____who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

_____
Notary Public Signature

Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.:
My commission expires:_____

EXHIBIT "A"

[FLOOR PLAN]

ATTACHED

EXHIBIT "B"
[SCOPE OF WORK]

The City has a qualified income eligible family, as this home is under the Housing Replacement Program, no paperwork will need to be processed by the Developer for the client. Upon execution of this Agreement, the City shall transfer title to the developer. Upon completion of the home, the Developer shall transfer title to the SHIP eligible clients. In accordance with SHIP regulations, a lien shall be placed on the property for the amount of assistance, this amount will be provided to the Developer by the City.

At minimum, the homes should meet the Florida Building Code and are required to meet the 1992 Model Energy Code for energy efficiency. Energy Star appliances are required. The home should be designed for a wheelchair bound client and include the following:

- Two-bedroom, two-bath, one-car garage
- All doorways need to be wide enough to accommodate a wheelchair and entry ways into and out of the house need to be wheelchair accessible with ramps.
- Master bath needs to be fully accessible-walk in shower with fold down seat, grab bars, ADA compliant commode and lowered cabinets
- Second bath needs to have an ADA compliant commode, but with a bathtub instead of a walk in shower.
- Front door peephole, thermostat controller, light/fan switches, kitchen cabinets, etc. need to be lowered to accommodate wheelchair accessible.
- Stove with knobs on the front versus on top
- Install garage door opener with lowered switch
- Covered front porch
- Washer/dryer hook up (washer/dryer not included)
- Energy star appliances are required
- Exterior AC unit needs to be heavily secured (cage and bolted down) to prevent theft and should not be installed until the day the client anticipates moving in.
- Exterior doors should be out swing with locking mechanisms.
- Install accordion rolling shutters on exterior of windows with locking mechanism, interior windows shall have mini blinds (white/neutral color except bathroom windows).
- Flooring throughout house shall be minimum 12 inch or larger ceramic tiles, smaller size tiles in bathrooms may be allowed. Colors should be neutral.
- Living room and bedrooms shall have ceiling fan with light fixtures.
- Interior house paint shall be a neutral/beige with white trim.
- A landscape plan must be submitted with proposal. A few large plants/trees are preferred over several small plants.

- ❖ The proposal is based on the use of SHIP funds, and it is implied that all SHIP regulations shall apply. SHIP regulations will be outlined within the Agreement between the City and the selected Developer.

Anticipated construction will be within 30 days upon City Council approval and an executed contract.

Proposed Budget:

	Demolition Cost (DBI Demolition)	**Construction/Closing Costs**	**Developer's Fee**	**Total Budget**
Total	$3668.80	$132,294.00	$7,337.00	$143,300.00

***Note:** The Developer will need to pay any impact fees, and water and sewer connection fees as part of the project.

SHIP PROGRAM

HOMEOWNER REPLACEMENT HOUSING AGREEMENT

THIS AGREEMENT is made this **14th** day of March 2017, by and between the **CITY OF COCOA, FLORIDA, a Florida Municipal Corporation** ("City"), whose address is **65 Stone Street, Cocoa, FL 32922;** and **NORTH BREVARD CHARITIES SHARING CENTER ("Developer")**, whose address is **4475 S. Hopkins Avenue, Titusville, FL 32780** and **STEPHENSON AND EDWINA PEEK** ("Owners"), whose address **1408 Donna Avenue, Cocoa, FL 32922** .

W I T N E S S E T H:

WHEREAS, the City has applied for and received state funding pursuant to the State Housing Initiatives Partnership (SHIP) Program; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Program has a set-aside for funds to assist disabled persons; and

WHEREAS, City has agreed to use SHIP funds to demolish and replace low-income owner-occupied single family housing; and

WHEREAS, Owner is eligible to receive, and desires to receive, SHIP funds for the replacement of Owner's single family home; and

WHEREAS, the covenants of City and Owner contained herein are in furtherance of the expansion of the supply of decent, safe, sanitary and affordable housing within the corporate limits of the City; and

WHEREAS, City and Developer have entered into an Agreement dated March 14, 2017 to use SHIP funds to construct a single family home at 434 Barbara Jenkins Street, Cocoa, FL 32922; and

WHEREAS, Owner is qualified as a low-income household and eligible to receive, and desires to receive, SHIP funds for the replacement of Owner's single family home; and

WHEREAS, City, Developer and Owner desire to enter into this Agreement to implement the transfer of the newly constructed home at 434 Barbara Jenkins Street by the Developer to the Owner and convey Owner's existing home at 1408 Donna Avenue to the City; and

WHEREAS, Owner hereby agrees and warrants that it shall comply with all applicable provisions of the SHIP Program.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration which the parties agree has been exchanged and received, the parties agree as follows:

1.0 Recitals: The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2.0 Other Agreements. Owner agrees to transfer existing property located at 1408 Donna Avenue, Cocoa, FL 32922 to the City. Owner agrees to give up all rights to said property in accordance with the said Development Agreement. The Owner shall have no salvage rights to anything remaining on the property upon 30 days of execution of this Agreement.

2.1 Construction Contract: City has entered into an Agreement with Developer under the SHIP Program for the construction of a new two (2) bedroom, two (2) bath, one (1) car garage single family home, located upon the Real Property described in paragraph 3.0 herein and descripted in ***Exhibit "1".***

2.2 Mortgage/Note: Owner has executed a Mortgage and Deferred Payment Promissory Note with the City for the SHIP funds being loaned to Owner for a replacement home located upon the Real Property pursuant to this Agreement. Said Mortgage and Deferred Payment Promissory Note are attached hereto as ***Exhibit "2"*** and are hereinafter collectively referred to as the Mortgage/Note. Owner represents and warrants that Owner has thoroughly reviewed and freely and voluntarily executed the Mortgage/Note. Specifically, Owner further represents and warrants that Owner acknowledges that the Mortgage/Note shall be recorded upon the Real Property to protect the City's interests in said Real Property resulting from the loan being provided Owner from SHIP funds. Said Mortgage/Note shall be subject only to the encumbrances and exception of record set forth in the Mortgage, except for liens for taxes and assessments not yet payable. Owner acknowledges the Mortgage/Note shall be recorded in the public records of Brevard County, Florida.

3.0 Real Property / Homestead: Upon transfer of title of property by Developer to Owner, owner shall domicile at the single family residence located at **434 Barbara Jenkins Street** in Cocoa, Florida, the description of which is attached hereto as ***Exhibit "1"*** and fully incorporated herein by this reference ("Real Property"). Under Florida law, Owner currently claims a homestead exemption at 1408 Donna Avenue. Once Real Property is transferred, Owner agrees to obtain homestead exemption and that if Owner should not claim said exemption at any time during the term of this Agreement, City shall have the right to terminate this Agreement pursuant to paragraph 6.0 herein and the Mortgage/Note shall be immediately due and payable to the City under the terms and conditions of the Mortgage/Note.

4.0 SHIP Funds: City agrees to provide Owner SHIP funds in the amount of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00)**. Owner agrees to the amount advanced by City in accordance with this Agreement and the Mortgage/Note. The SHIP funds provided pursuant to this paragraph shall constitute the entire financial contribution of the City.

5.0 Owner's Additional Assurances: Owner agrees as follows for the benefit of City:

1) No provision of this Agreement shall be modified, deleted, waived, or terminated without the written approval of the City; and

2) Owner will remain in good standing with Owner's property insurance, property taxes, and utility bills during the affordability period; and

3) Owner agrees to maintain the property in accordance with City Codes. If a code violation is identified during the affordability period; the city has a right to inspect the interior and exterior property. The City has the right to terminate this Agreement and request repayment of SHIP funds if a code lien is placed on the property and is declared a public nuisance.

6.0 <u>Loan Termination and Other Remedies</u>:

6.1 Owner agrees that City shall have the unilateral right to cancel or terminate this Agreement if:

1) Owner fails to comply with the terms and conditions of this Agreement; or

2) Owner ceases to reside in Real Property for a period of more than 90 days, without prior written approval of City; or

3) Owner is no longer primary resident of the Real Property and rents or subleases any portion or all of the real property; or

4) Owner dies, becomes legally incapacitated, or otherwise becomes legally unable to act prior to the terms and conditions of this Agreement; or

5) Owner fails to maintain the Real Property, it becomes a public nuisance and code enforcement action is initiated; or

5) Owner abandons the Real Property; or

6) Any interest in the Real Property, including a beneficial interest, is sold or transferred prior to the affordability period, without City's prior written consent, except for:

a) The creation of a lien or encumbrance subordinate to the mortgage to City to protect the SHIP funds, so long as the lien or encumbrance was obtained with the prior written consent of City; or
b) The creation of a security interest for household appliances.

7) Owner obtains a note secured by the Real Property, whether or not junior to the mortgage granted to City to protect the SHIP proceeds, without the prior written consent of City; or

8) Any other event occurs which is or may be declared a material breach of this Agreement or an event of default as defined in the Mortgage/Note.

6.2 As used in this Agreement, the terms "terminate" and "termination" refers to the rescission of City's obligation to advance SHIP funds to Owner and to the cessation of all further performance by City under this Agreement. Termination shall be accomplished by mailing, by

certified mail; or by personally delivering; written notice of termination to Owner at the Real Property address or to Owner's personal address, if different from the Real Property address, or to any other address which Owner has given City notice. Termination shall be effective on the date the notice is mailed or personally delivered to Owner's address, regardless of whether the notice is actually received by Owner.

6.3 Owner agrees that termination shall not affect City's rights under the Mortgage/Note:

1) To declare the entire principal amount of the loan which has been advanced to Owner, together with any accrued interest and late charges, and any other amount secured by the Mortgage/Note immediately due and payable without any notice or demand to Owner; or

2) To collect any loan proceeds disbursed prior to termination by whatever means are deemed necessary by City and permitted by law, including foreclosure and sale of the Real Property; or

3) To assess interest and late charges under the Mortgage/Note; or

4) To make advances under the applicable provisions of the mortgage to preserve and protect City's security interest in the Real Property; or

5) To add any amount so advanced to the principal amount due under the Mortgage/Note and to have the amounts advanced secured by the Mortgage/Note.

6.4 If the property is sold by the Owner during the lien period, the lien is payable to the City. The property assisted through the SHIP Program must be sold at no less than Fair Market Value (the City may request an appraisal be completed at Owner expense to determine Fair Market Value) minus a fair return on investment by the Owner. A fair return on investment is defined as: the Owner's initial investment and any capital improvements. It shall be noted that it is the Owner's responsibility to document any investment and capital improvements in writing (receipts, copies of cancelled checks, etc.).

6.5 If Owner becomes deceased during the 20 year affordability period, the City will notify the owner or surviving heir(s) of the following options:

OPTION I. Housing Unit Remains an Affordable Housing Unit:

The City will allow the property to continue to be used as is if both of the following conditions are met:

- The individual(s) who inherits the home wishes to reside in the home as their primary (Homestead Exemption) residence; and
- The individual(s) are willing to meet all program requirements, including but not limited to, certification of their income/assets and assuming responsibility for the City's lien.

If the heir is unable or unwilling to meet the requirements of Option I, the City will pursue Option II.

OPTION II. Satisfaction of the City's Lien:
The City will request that the heir satisfy the remaining balance of the lien. This will be accomplished through either of the following:

- The individual(s) who inherits the property pays the balance due; or
- The individual(s) who inherits the home obtains a new lien against the property in their name satisfying the City's lien; or
- The individual(s) who inherits the property sells the home, thereby satisfying the City's lien. The remaining proceeds from the sale of the home once the City's lien is satisfied would belong to the heir(s).

If the heir is unable or unwilling to pursue either of the strategies in Option II, the City will pursue Option III.

OPTION III. Declare the Notes in Default & Bring Foreclosure Action:
If Option I or II cannot be satisfied, the City will declare the notes in default and bring foreclosure action on the property.

6.6 City shall also have the right to enforce this Agreement by an action at law or in equity for any form of relief that may be available under federal, state or local law.

7.0 Project/Program Requirements: Owner covenants to comply with all applicable project and program requirements set forth in the SHIP Program, the City's Housing Programs Policies, and the City's Local Housing Assistance Plan.

8.0 Preservation of Security: Owner agrees to preserve the security of the Mortgage/Note by keeping the Real Property free from all unnecessary hazards and liens; by complying with all lawful requirements and directives of federal, state and local government pertaining thereto (including the payment of all applicable taxes, licenses, fees, assessments and property taxes), and by maintaining in effect at all times adequate homeowners insurance on the Real Property required by City pursuant to the Mortgage/Note or other agreement.

9.0 Assignment: This Agreement may not be assigned by Owner.

10.0 Joint and Severally: Each party which executes this Agreement as an owner is jointly and severally liable under this Agreement. Notwithstanding such liability, each party executing this Agreement as an Owner hereby agrees that any such party may act for and bind all such parties (Owner) with respect to any right or obligation of Owner under this Agreement.

14.0 Enforcement of Agreement: This Agreement shall be enforced by Owner's execution of the Mortgage/Note on the Real Property. Additionally, City's remedies for the breach of any provision of this Agreement shall be an action to enforce the Mortgage/Note; an action to foreclose the Mortgage/Note; and any other legal or equitable remedy. Any violation of

this Agreement shall likewise be deemed a violation of the, and default under, Mortgage/Note. City shall also have those remedies provided in paragraph 6.0 herein.

15.0 Duration of Agreement: This Agreement shall be effective upon execution by City, Developer, and Owner and shall remain effective until all SHIP funds due and payable to City are repaid to City by Owner pursuant to the terms and condition under the Mortgage/Note.

16.0 Public Records: Developer agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement are considered public records pursuant to Chapter 119, *Florida Statutes*. Developer shall abide by all the provisions in Chapter 119, *Florida Statutes*. Developer shall also abide by all the applicable provisions of federal law under the Freedom of Information Act.

17.0 Records Maintained/Retained: The Developer shall maintain all records required by SHIP. The Developer shall retain all such records for a period of three (3) years after the termination of this Agreement, or after resolution of all on-going federal, state or local audits related to this Agreement, whichever occurs later. Such records shall be made available to the federal, state or City monitors or their designees for review upon request.

18.0 Other Representations and Warranties: Owner represents and warrants that it shall at all times comply with the terms and conditions under this Agreement. In the event Owner fails to comply with said terms and conditions, City shall have all remedies provided under this Agreement and State and Federal law. If the City takes legal action to foreclose the Mortgage/Note or collect any SHIP funds misused by Owner, the Owner shall be liable for all costs incurred by the City to foreclose the Mortgage/Note or to collect such funds including, but not limited to, reasonable attorney's fees, filing fees, and other costs.

19**.0 Severability:** Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

20.0 Choice of Law; Venue: This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida for all federal disputes or actions which arise out of or are based upon this Agreement.

21.0 Integration; Modification: The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

22.0 **Attorney's Fees:** If the City is a prevailing party in any action to enforce any of the terms of this Agreement and agreements attached hereto, the City shall be entitled to recover from the Owner or Developer and any other non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

23.0 **Headings:** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

24.0 **Waiver:** Any waiver by City of any breach or violation of Owner's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

25**.0** **No Joint Venture:** No provision contained herein shall be construed as creating a joint venture between the parties.

26.0 **City's Right of Inspection:** During the term of this Agreement, the City is hereby granted the right of entry onto Owner's Real Property for purposes of determining Owner's compliance with this Agreement and any agreements attached hereto. Owner hereby agrees to fully cooperate with the City in permitting the City to conduct said inspections.

27**.0** **Notices:** Communication and details concerning this Agreement shall be directed to the following contact representatives:

CITY:	**OWNERS:**
City of Cocoa	**Stephenson and Edwina Peek**
Community Services Department	**1408 Donna Avenue and**
65 Stone Street	**434 Barbara Jenkins Street**
Cocoa, FL 32922	**Cocoa, FL 32922**
(321) 433-8520	**(321) 638-3392**

The foregoing addresses and representatives may be amended by any party at any time during the term of this Agreement by providing the other party written notice of said amendment.

IN WITNESS WHEREOF, this Agreement has been executed and delivered and is effective on the latest of the dates set forth below. Owner hereby acknowledges that Owner has read and does fully understand the foregoing Agreement and all attachments thereto.

WITNESSES:	**OWNER(S):**
Signature	**Signature** **Date**
	Stephenson Peek
Print Name	**Print Name**
Signature	

Print Name

Signature

Print Name

Signature

Print Name

WITNESSES:

Signature

Print Name

Signature

Print Name

ATTEST:

Signature

Carie Shealy, City Clerk

Print Name

DEVELOPER(S):

Signature Date

Edwina Peek

Print Name

Signature Date

Joe Robinson, Executive Director

Print Name

North Brevard Charities Sharing Center

CITY OF COCOA:

Signature

Henry U. Parrish, III

Print Name

Mayor

Title

Date

EXHIBIT "1" OF AGREEMENT

REAL PROPERTY / LEGAL

The land is described as follows:

LOT 9, BLOCK 12 C, COLLEGE PARK AMENDED MAP, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

EXHIBIT "2" OF SHIP AGREEMENT

MORTGAGE / NOTE

Prepared by and return to:
Anthony Garganese, Esq., City Attorney
Garganese, Weiss & D'Agresta, P.A.
111 North Orange Avenue, Suite 2000
P.O. Box 2873
Orlando, FL 32802-2873

MORTGAGE

THIS MORTGAGE DEED, hereinafter referred to as the "Mortgage", executed the 14th day of **March 2017,** by **Stephenson and Edwina Peek (husband/wife)** hereinafter referred to as the "Mortgagor", to **CITY OF COCOA, FLORIDA, a Florida Municipal Corporation**, hereinafter referred to as the "Mortgagee".

W I T N E S S E T H:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00)** in City of Cocoa State Housing Initiatives Partnership (SHIP) Program funds, which indebtedness is evidenced and represented by a certain deferred payment promissory note in said principal amount executed and delivered by the Mortgagor to and in favor of the Mortgagee of even date herewith hereinafter referred to as the "Note", a copy of which is attached hereto as ***Exhibit "A"***; and

WHEREAS, the Mortgagee, as a condition precedent to the extension of credit or the making of the loan evidenced by the Note, has required that the Mortgagor provide Mortgagee with security for the payment or repayment of the indebtedness represented by the Note and for the performance, observance and discharge by the Mortgagor of the various covenants, stipulations and agreements made by Mortgagor to it, in favor of and for the benefit of Mortgagee with respect to said indebtedness.

NOW THEREFORE, in consideration of and in order to secure the payment or repayment of the aggregate principal sums of money set forth in the Note, together with interest thereon and all other sums of money secured hereby, as hereinafter provided and also in order to secure the observance, performance, and discharge by the Mortgagor of all covenants, stipulations and agreements of the Mortgagor to, with, in favor and for the benefit of the Mortgagee, identified herein and in any other documents or instruments executed by Mortgagor to and in favor of Mortgagee for the purpose of evidencing or securing the indebtedness represented by the Note, and for other good and valuable considerations, the Mortgagor hereby grants bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all those certain, pieces, parcels or tracts of land or real property of which the Mortgagor is now seized and in possession, situate in Brevard County, Florida, to wit:

See *Exhibit "B"* Attached Hereto and Incorporated
Herein By This Reference

TOGETHER, with all buildings, structures, and other improvements now or hereafter erected, placed or located thereon, and all materials intended for the construction, alteration or repair of any such buildings, structures and improvements, and all and singular, the tenements, hereditaments, rights-of-way, easements, appurtenances and privileges now or hereafter belonging or in any way appertaining to said premises;

TOGETHER, with all right, title and interest of the Mortgagor therein, including any after-acquired title, remainder or reversion, in and to the beds of any ways, streets, avenues, roads, alleys and public places open or proposed, in front of, running through, adjoining or adjacent to said premises;

TO HAVE AND TO HOLD all of the same unto the Mortgagee and successors and assigns in fee simple forever;

AND the Mortgagor covenants and warrants with and to the Mortgagees that the Mortgagor is indefensibly seized of said real property and has good right, full power, and lawful authority to convey all of the same; that the Mortgagor hereby fully warrants the title to said real property and will defend the same and the validity and priority of the lien of this Mortgage against the lawful claims of all persons whomsoever; and the Mortgagor further warrants that said real property is free and clear of all liens and encumbrances of any kind, nature or description; save and except ad valorem taxes for years subsequent to December 31, of the year preceding this Mortgage, such easements as are necessary for the furnishing of utility services to the mortgaged premises and those matters and thing intended as exceptions to title in the title insurance insuring the lien of this Mortgage which have heretofore been approved by the Mortgagee (if any); and the following mortgages, liens, and encumbrances (if any specifically list in detail):

1. None

PROVIDED ALWAYS, however, that if the Mortgagor shall pay unto the Mortgagee the indebtedness evidenced and represented by the Note; and if the Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every one of the stipulations, agreement, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate and interest hereby granted and created shall cease, terminate and be null and void.

AND the Mortgagor, for the benefit of the Mortgagee, and its successors and assigns, does hereby expressly covenant and agree:

1. PAYMENT OF NOTE: To pay the principal of the indebtedness evidenced and represented by the Note, together with all interest thereon, in accordance with the terms of the note, promptly at the times, at the place, and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by the Mortgagor pursuant to the terms of this Mortgage.

2. MAINTENANCE AND REPAIR: To keep all improvements and buildings now existing or hereafter erected on said premises in good order and repair and not to do or permit waste on said premises, or that may be hereafter levied or assessed when the same shall become due and payable according to law, before they become delinquent, and before any interest or penalty shall attach thereto.

3. PAYMENT OF TAXES: To pay all and singular such taxes, assessments and public charges as are already levied or assessed or that may be hereafter levied or assessed when

the same shall become due and payable according to law, before they become delinquent, and before any interest or penalty shall attach thereto.

4. DISCHARGE LIENS: To immediately pay and discharge (by payment or by bonding off liens pursuant to Florida Statute) from time to time when the same shall become due all lawful claims and demands might result in, or permit the creation of, a lien, charge or encumbrance on the mortgaged premises or any part thereof, and, in general, to do or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved at the cost of the Mortgagor, without expense to the Mortgagee.

5. INSURANCE ON IMPROVEMENTS: To continuously keep the buildings and other improvements now or hereafter existing, erected and located on said premises insured against loss or damage resulting from fire, windstorm, extended coverage and such other hazards, casualties and contingencies and perils in such forms, amounts and for such periods as may from time to time be required by the Mortgagee during the term hereof, but not less than full insurable value. All such insurance shall be carried with such company or companies as may be reasonably acceptable to the Mortgagee and the original policy or policies and renewals thereof (or, at the option of the Mortgagee, duplicate originals or certified copies thereof) together with receipts evidencing payment of the premium therefore shall be deposited with, held by and are hereby assigned to Mortgagee as additional security for the indebtedness secured hereby. Each such policy of insurance shall contain a loss payable clause in favor of and in form reasonably acceptable to Mortgagee and shall provide for not less than thirty (30) days' prior written notice of modification, cancellation, termination or expiration to Mortgagee. In the event of loss by reason of the hazards, casualties, contingencies and perils for the Mortgagee, at its option, may make proof of loss if not made promptly by the Mortgagor.

6. OBSERVANCE OF LAWS: To observe, abide by and comply with all statues, ordinances, orders, requirements or decrees relating to the mortgaged premises enacted, promulgated or issued by any federal, state, or municipal authority or any agency or subdivision thereof, and to observe any comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to said premises or which have been granted to or contracted for by Mortgagor in connection with any existing, presently contemplated or future use of said premises.

7. AFTER ACQUIRED PROPERTIES: That all right, title and interest of the Mortgagor in and to all extensions, improvements, betterment's, renewals, substitutes and replacements of, and all additions and appurtenances to, the real, personal and other property herein above described, hereafter acquired by, or released to the Mortgagor, or constructed, assembled or placed by the Mortgagor on the mortgaged premises, and all conversion of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor and specifically described herein, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances, or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

8. REIMBURSEMENT OF MORTGAGEE FOR PAYMENTS: That should the Mortgagor fail to make payment of any taxes, assessment to make payment of any insurance premiums or other charges, impositions or liens herein or elsewhere required to be paid by the Mortgagor, then the Mortgagee, at its option, may make payment or payments of the same, and also may redeem said premises from tax sale without any obligation to inquire into the validity of such taxes, assessment and tax sales. In the case of any such payment by the Mortgagee, the Mortgagor agrees to reimburse the Mortgagee upon demand therefore, the amount of such payment with any fees and expenses attendant in making the same, together with interest thereon at the highest rate allowed by law; and, until paid, such amounts and interest shall be added to and become part of the debt secured hereby to the same extent that this Mortgage secures the repayment of the indebtedness evidenced by the Note. Neither the right nor the exercise of the right herein granted unto the Mortgagee to make any such payments as aforesaid shall preclude the Mortgagee from exercising its option to cause the whole indebtedness secured thereby to become immediately due and payable by reason of the Mortgagor's default in making such payments as hereinafter required.

9. CHANGE OF OWNERSHIP: That in any event the ownership of the mortgaged property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, but need not, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the debt hereby secured in the same manner as with the Mortgage

10. PAYMENT OF COSTS AND ATTORNEYS' FEES: That in the event that the Note is placed in the hands of an attorney for collection, whether suit is filed or not, or in the event that the Mortgagee shall become a party either as Plaintiff or as Defendant, in any action, suit, appeal or legal proceedings (including, without limitation, foreclosure, condemnation, bankruptcy or administrative proceedings or any proceeding wherein proof of claim is by law required to be filed), in relation to the property described or the lien created hereby or herein, or for the foreclosure of this Mortgage, the Mortgagor shall save and hold the Mortgagee harmless from and against any and all costs and expenses incurred by the Mortgagee on account hereof, including, but not limited to, reasonable attorney's fees, title searches and abstract and survey charges.

11. USURY LIMITATION: That nothing herein contained nor any transaction related hereto shall be construed or so operate as to require the Mortgagor to pay interest as a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to law, and Mortgagee shall reimburse the Mortgagor for any interest paid in excess of the highest rate allowed by law or any other payment which may inadvertently be required to be paid contrary to law; and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage or the Note in whole or in part, then, such clauses and provisions only shall be held for naught, as though not herein contained, and the reminder of this Mortgage shall remain operative and in full force and effect.

12. ACCELERATION: That if default be made in the payment of any installment of the Note, whether of principal or interest, or in the payment of any other sums of money referred to herein, and such default shall not be cured by Mortgagor within thirty (30) days after default be made by the Mortgagor in any one of the stipulations, agreements, conditions and covenants of said Note or this Mortgage, or in the event that each and every one of said stipulations, agreements, conditions and covenants are not otherwise duly, promptly and fully discharged or

performed, and such default shall not be cured by Mortgagor within thirty (30) days after written notice hereof from Mortgagee then and upon the occurrence of any one of such events or upon the happening of any other event which, according to the terms of this Mortgage or the Note shall entitle the holder to accelerate the maturity of the indebtedness evidenced by the Note, the Mortgagee, at its option, may thereupon or thereafter declare the indebtedness evidenced by this Note, as well as all other monies secured hereby, to be forthwith due and payable as if all of said sums of money were originally stipulated to be paid on such day, and thereupon, without notice or demand, the Mortgagee may avail itself of all rights and remedies provided by law and may prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution. The failure or omission on the part of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted hereunder to Mortgagee where entitled to do so in any one or more instances, shall not constitute a waiver of any subsequent default.

13. MISCELLANEOUS: The provisions hereof shall be binding upon the Mortgagor, its successors and assigns and shall inure to the benefit of Mortgagee and its successors and assigns. When and liabilities of said Mortgagor shall be joint and several. The words "Mortgagor" and "Mortgagee" shall be interpreted to mean singular, plural, feminine, masculine or neuter as the context shall require.

14. DEFAULT OF LOAN: If Owner becomes deceased during the 20 year affordability period, the City will notify the owner or surviving heir(s) of the following options:

OPTION I. Housing Unit Remains an Affordable Housing Unit:
The City will allow the property to continue to be used as is if both of the following conditions are met:

- The individual(s) who inherits the home wishes to reside in the home as their primary (Homestead Exemption) residence; and
- The individual(s) are willing to meet all program requirements, including but not limited to, certification of their income/assets and assuming responsibility for the City's lien.

If the heir is unable or unwilling to meet the requirements of Option I, the City will pursue Option II.

OPTION II. Satisfaction of the City's Lien:
The City will request that the heir satisfy the remaining balance of the lien. This will be accomplished through either of the following:

- The individual(s) who inherits the property pays the balance due; or
- The individual(s) who inherits the home obtains a new lien against the property in their name satisfying the City's lien; or
- The individual(s) who inherits the property sells the home, thereby satisfying the City's lien. The remaining proceeds from the sale of the home once the City's lien is satisfied would belong to the heir(s).

If the heir is unable or unwilling to pursue either of the strategies in Option II, the City will pursue Option III.

OPTION III. Declare the Notes in Default & Bring Foreclosure Action:
If Option I or II cannot be satisfied, the City will declare the notes in default and bring foreclosure action on the property.

If the property is sold by the Owner during the lien period, the lien is payable to the City. The property assisted through the SHIP Program must be sold at no less than Fair Market Value (the City may request an appraisal be completed at Owner expense to determine Fair Market Value) minus a fair return on investment by the Owner. A fair return on investment is defined as: the Owner's initial investment and any capital improvements. It shall be the Owner's responsibility to document any investment and capital improvements in writing (receipts, copies of cancelled checks, etc.).

When the home is sold or title transfers, the City shall recapture and be paid the full amount of the loan or the percentage available from the net proceeds of the sale. In the event that there is an insufficient amount of proceeds from the sale to cover the loan amount, the remainder of the loan that is unpaid will be forgiven. In addition to the lien period, the following terms will apply to each loan:

1. Leasing: Leasing the premises for any period of time is deemed a conveyance.
2. Continued Occupancy: The mortgagor must reside in the assisted property as his/her principal residence for the life of the loan. If for any reason, other than a hospital or nursing home stay, the mortgagor vacates the premises for more than a period of 90 days in any one calendar year, such vacation shall constitute default.
3. Interest: There is zero interest on the loan except in the case of default, at which time the remaining balance shall accrue interest at three percent (3%) per annum.
4. Maintenance: The mortgagor must keep the property maintained and in good repair according to all applicable codes of the City. Code Enforcement Liens or Utility Liens placed on the home during the affordability period, left unaddressed by Owner for three (3) months or longer shall result in default of loan and the loan becoming due and payable immediately.

14. CONSTRUCTION OF LANGUAGE: This instrument is to be governed by and construed in accordance with the laws of the State of Florida.

15. CITY HOUSING COVENANTS: Mortgagor and Mortgagee hereby agree and acknowledge that the Note and Mortgage shall include the terms and conditions of that certain **SHIP Program Agreement** dated as of March 14**,** 2017, between the parties hereto as if the terms and conditions are more fully set forth herein. The Mortgagor hereby agrees that any default under the aforementioned agreement shall be deemed a default under the Note and Mortgage.

IN WITNESS WHEREOF, we have executed this instrument the day and year set forth above.

WITNESSES:

Signature

Print Name

Signature

Print Name

BORROWER(S):

Signature **Date**

Stephenson Peek
Print Name

Signature **Date**

Edwina Peek
Print Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of March 2017, by _____ who is personally known to me, or produced _____ _____ as identification, and who did not take an oath.

Stamp:

_____
Notary Public Date

Signature

Carie Shealy, City Clerk
Print Name

Signature **Date**

Henry U. Parrish, III
Print Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this _____ day of March 2017, by _____ who is personally known to me, or produced _____ _____ as identification, and who did not take an oath.

Stamp:

_____
Notary Public Date

EXHIBIT "A" OF MORTGAGE

DEFERRED PAYMENT PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned **Stephenson and Edwina Peek (husband/wife)** herein referred to as ("Borrower") promises to pay to the order of **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, herein referred to as ("City"), or its successors, the principal sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00)** in City of Cocoa SHIP Program funds.

This Note is secured by a mortgage on real property located at **434 Barbara Jenkins Street, Cocoa, FL 32922** described herein dated of even date herewith.

Payment of the principal amount of this Note is deferred while the undersigned remains fee simple owner and is domiciled on the real property secured by this Note for a consecutive period of **TWENTY (20)** calendar years and forgivable at a rate of five (5) percent per year. During the deferred term of this Note, it shall not accrue interest. The anniversary date shall be based on the date in which this Note is fully executed. Funds will be recaptured if, at any time prior to the end of the lien period, the property ceases to be the principal residence of the owner or the title is transferred. For the purpose of the Agreements between the City and the Owner "sold" shall mean the property is sold, title transferred, Agreement of Deed executed, or the owner no longer resides at the property for more than 90 days as their principal residence. Principal residence is defined as the dwelling where the mortgagor maintains his or her permanent place of abode, and typically spends the majority of the calendar year. Owner may have only one principal residence. The passing of title due to the death of the mortgagor is deemed a conveyance. Upon default, the remaining principal balance of the Note shall accrue interest at three percent (3%) per annum. Failure of the City to demand payment upon default shall not constitute a waiver of such default.

The undersigned Borrower(s) reserves the right to prepay, at any time, all or any part of the principal amount of this Note without penalty. Any payments on the Note shall first be applied to the main principal balance and then the interest.

If suit is instituted by the City to recover on this Note, the undersigned Borrower agrees to pay all costs of collection, including a reasonable attorney's fee through all appellate proceedings. The undersigned Borrower hereby waives demand, notice of non-payment, and notice of protest.

WITNESSES:

Signature

Print Name

Signature

Print Name

BORROWER(S):

Signature **Date**

Stephenson Peek

Print Name

Signature **Date**

Edwina Peek

Print Name

EXHIBIT "B" OF MORTGAGE

REAL PROPERTY / LEGAL

The land is described as follows:

LOT 9, BLOCK 12C, COLLEGE PARK AMENDED MAP, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

NEW RESIDENCE

434 BARBARA JENKINS ST.
COCOA, FLORIDA

DRAWN BY	ELH
CHECKED BY	S.K.
DATE	FEB 28, 2017
SCALE	NOTED
JOB NO.	
SHEET	1 OF 2 SHEETS

STEPHEN E. KASTNER, P.E.
LICENSE # 39528
5320 Florida Palm Avenue
Cocoa, FL 32927
(321)-403-2093
skastner@cfl.rr.com

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THESE PLANS AND SPECIFICATIONS COMPLY WITH THE STRUCTURAL PORTION OF THE 2014 FLORIDA BUILDING CODE 1 RESIDENTIAL, CHAPTER 3 FOR WIND AND GRAVITY LOADS AS AMENDED AND ENFORCED BY THE PERMITTING JURISDICTION.

STEPHEN KASTNER P.E.
PE LIC NO. 39528 STRUCTURAL ONLY

STRUCTURAL FORCES

SOIL 2000 PSF ASSUMED

FLOOR DESIGN: LIVE LOAD 40 PSF OR AS PER TRUSS DESIGN BY OTHERS
DEAD LOAD 30 PSF OR AS PER TRUSS DESIGN BY OTHERS

ROOF DESIGN: LIVE LOAD 16 PSF OR AS PER TRUSS DESIGN BY OTHERS
DEAD LOAD 25 PSF OR AS PER TRUSS DESIGN BY OTHERS

WIND DESIGN: ULTIMATE DESIGN WIND SPEED, 150 MPH, NOMINAL 116 MPH
IMPORTANCE FACTOR 1.0
WIND EXPOSURE 'B'
INTERNAL PRESSURE COEFFICIENT 0.18 (ENCLOSED) SHUTTERS OR IMPACT GLASS REQUIRED.
BUILDING RISK CATEGORY: II

STRUCTURAL FOR WIND-RESIDENTIAL- DESIGN FOR PROTECTED OPENINGS, 150 MPH

ALL CONSTRUCTION FOR WIND- BOURNE DEBRIS REGION.

PROJECT DATA SUMMARY-RESIDENTIAL

HURRICANE RESISTANT CONSTRUCTION
APPLICABLE CODES:

RESIDENTIAL CODE: FLORIDA BUILDING CODE, RESIDENTIAL 2014

INCLUDES MECHANICAL, PLUMBING, ACCESSIBILITY, AND ENERGY N.E.C. 2011 NFPA-70

ELECTRICAL CODE:

FIRE CODE: FLORIDA FIRE PREVENTION CODE 5th EDITION

COMPONENTS AND CLADDING DESIGN PRESSURES:

MAXIMUM FOR OVERHEAD DOORS: +34 PSF, -438 PSF
MAXIMUM FOR SLIDING DOORS: +33.7 PSF, -42.5 PSF
MAXIMUM FOR ALL OTHER DOORS: +36 PSF, -47 PSF
MAXIMUM FOR WINDOWS: +37.7 PSF, -50.4 PSF

1. ALL KITCHEN WALLS CONTAINING WALL CABINETS SHALL BE FRAMED AT 16" ON CENTER.
2. FOR MECHANICAL INSTALLATION, ALL TAPES, CONNECTORS, AND MASTIC SHALL BE UL LISTED.
3. ALL INTERIOR GYP. CEIL BRD IS 1/2" SAG RESISTANT, & IS SCREWED @ 12" O/C. USE 5/8" TYPE X ACROSS FRAMING, SCREWED 6" O/C, @ GARAGE CEILING UNDER HABITABLE SPACE. USE 1/2" GYP BRD (MIN) ON GARAGE FRAME WALLS. USE 20 MIN RATED DOOR & FRAME TO GARAGE.
4. MECHANICAL UNIT & DUCTS IN GARAGE SHALL HAVE NO OPENINGS & USE 1" THK (MIN), RIGID, NON METALLIC CLASS 0 OR 1 DUCT BOARD.

NOTES TO PLUMBER:

1. PLUMBING SHALL COMPLY W/FBC 2010 PLUMBING CODE.
2. WATER HEATER SHALL HAVE PAN AS REQUIRED, AND RELIEF VALVE TO BE PIPED OUTSIDE WITHOUT TRAPPING.
3. CLEANOUTS SHALL BE PROVIDED @ BASE OF STACK & @ 4'-0" AFF IN LAUNDRY ROOMS.

FOUNDATION NOTES:

1. USE 3-1/2" THICK SLAB (MIN) OVER CLEAN, TERMITE TREATED, COMPACTED FILL AND 6 MIL POLYETHYLENE VAPOR BARRIER. SUBTERRANEAN TERMITE POST-TREATMENT MAY BE BORACARE APPLIED TO GROUND FLOOR WOOD SURFACES; ILO SOIL TREATMENT.
2. USE A MIN OF 1-1/2 lbs OF FIBERMESH PER YARD IN SLAB.
3. CONCRETE COMPRESSIVE STRENGTH SHALL BE 2500 psi.
4. ALL REBAR SHALL BE GRADE 40.
5. MINIMUM REBAR COVERAGE IS 3" IN FOOTERS AND 1-1/2" IN WALLS.
6. REBAR OVERLAP SHALL BE 40 BAR DIAMETERS. (25" FOR #5 BARS).
7. FOR INSIDE CORNER OF SLAB ADD (2) #4 x 36" BARS DIAGONALLY 12" APART 2" FROM CORNER AND PLACED WITHIN UPPER THIRD OF SLAB.

ELEGEND.dwg 06OCT11

EXHAUST VENT NOTE:

1. ALL EXHAUST FANS SHALL BE VENTED THROUGH THE ROOF.
2. DRYER VENT SHALL BE VENTED THROUGH THE ROOF OR THROUGH AN EXTERIOR WALL (DO NOT VENT WITHIN 10' OF A/C CONDENSER).

FOUND.dwg 25MAY10

GENERAL NOTES:

1. IF A TERMITE CHEMICAL BARRIER IS TO BE APPLIED IT SHALL BE PER FBC 2014, SECTIONS R318 & 2304.11 AND A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPT. BY A LICENSED PEST CONTROL COMPANY PER SECT. 105.10.
2. A/C COMPRESSOR LOCATION MAY VARY; FIELD LOCATE PER SURVEY.
3. SEE FLOOR PLAN FOR PLACEMENT OF VERTICAL REINFORCEMENT.

WEDGE ANCHOR I.L.O. J-BOLT NOTE:

A 1/2" DIA x 10" LONG MINIMUM WEDGE ANCHOR MAY BE USED IN LIEU OF 1/2" DIA J-BOLTS. ANCHORS TO BE LOCATED NO CLOSER THAN 2" TO EDGES AND 6" FROM CORNERS AND ENDS. USE APPROVED EPOXY SYSTEM AT CONCRETE EDGES.

DOWEL ROD NOTE:
(IF APPLICABLE)

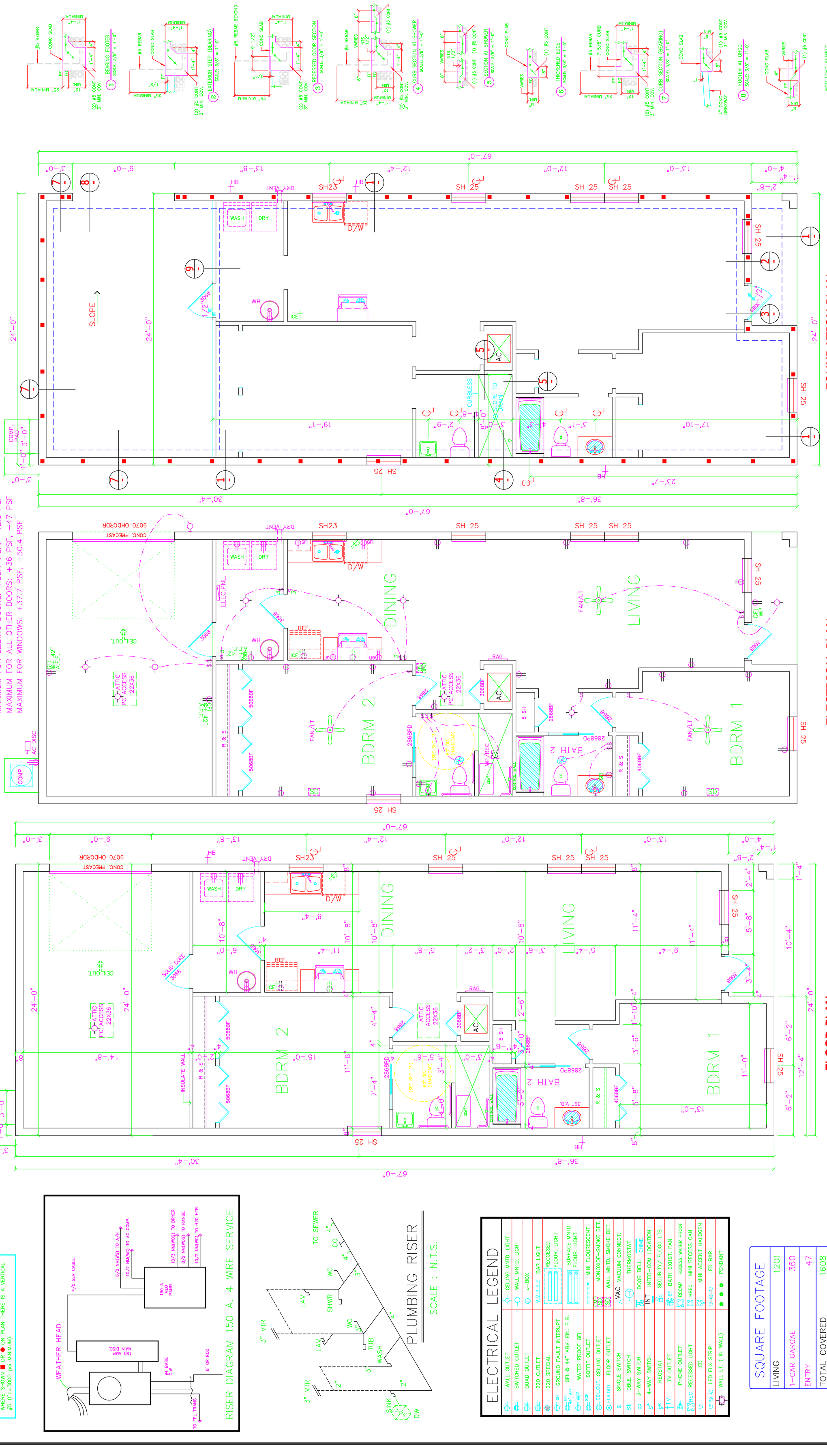
WHERE SHOWN ■ OR ● ON PLAN THERE IS A VERTICAL #5 (f'c=3000 psi MINIMUM).

DOWEL ROD REPAIR NOTE:

IN THE EVENT STEEL HAS BEEN INADVERTENTLY OMITTED FROM VERTICAL STEEL LOCATIONS, DRILL 6" INTO CONCRETE (3" FROM EDGES ±5/8" AND 4" FROM ENDS OF CAP WALLS), REMOVE DUST PER MANUFACTURER'S INSTRUCTIONS AND USE 2 PART EPOXY TO ANCHOR #5 REBAR IN PLACE. USE SIMPSON EPOXY-TIE OR EQUAL EPOXY ADHESIVE DESIGNED FOR CONCRETE.

FOUNDATION LOAD CAPACITY NOTE:

THE FOUNDATION DESIGN SHALL HAVE A MINIMUM LOAD CAPACITY OF 2000 PSF WITH A MINIMUM OF 95% OF MODIFIED PROCTOR PER ASTM D 1557.
IN THE EVENT THE SOIL BEARING CAPACITY FALLS BELOW THE AFOREMENTIONED MINIMUM, THIS FOUNDATION PLAN MAY BE SUPERSEDED BY AN ENGINEER IN SPECIALIZED FOUNDATION DESIGN.

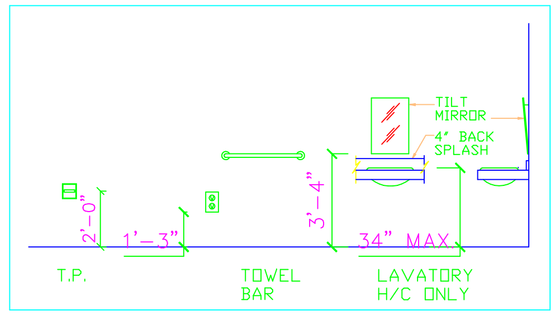


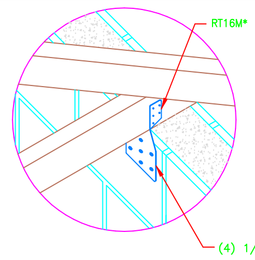
SQUARE FOOTAGE

LIVING	1201
1-CAR GARGAE	360
ENTRY	47
TOTAL COVERED	1608

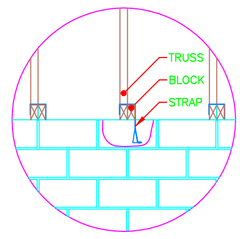
ELECTRICAL LEGEND

WALL OUTLET		CEILING MNTD. LIGHT	
SWITCHED OUTLET		WALL MNTD. LIGHT	
QUAD OUTLET		J-BOX	
220 OUTLET		BAR LIGHT	
220 SPECIAL		RECCESED FLOUR. LIGHT	
GFI	GROUND FAULT INTERUPT		
GFI @ 44" AFF	GFI @ 44" ABV. FIN. FLR.	SURFACE MNTD. FLOUR. LIGHT	
WP	WATER PROOF GFI		
SOFF	SOFFIT OUTLET	MINI FLOURESCENT	
CEIL.OUT.	CEILING OUTLET	CMD MONOXIDE-SMOKE DET.	
FLR.OUT.	FLOOR OUTLET	SD WALL MNTD. SMOKE DET.	
$	SINGLE SWITCH	VAC VACUUM CONNECT.	
$$	DBL.E. SWITCH	T THERMOSTAT	
$3	3-WAY SWITCH	DB DOOR BELL CHIME	
$4	4-WAY SWITCH	INT INTER-COM LOCATION	
$R	REOSTAT	SECURITY// FLOOD LTS.	
TV	TV OUTLET	BF BATH EXHST. FAN	
	PHONE OUTLET	RECWP RECESS WATER PROOF	
REC	RECESSED LIGHT	MREC MINI RECESS CAN	
	LED	MINI ACCENT HALOGEN	
	LED FLX STRIP	LED BAR	
	WALL LT. (IN WALL)	PENDANT	





CONDITION #1:	STRAP IS 0" TO 3/8" AWAY FROM EDGE OF TRUSS.
REPAIR:	NO REPAIR NECESSARY.
CONDITION #2:	STRAP IS 3/8"" TO 1-1/2" AWAY FROM EDGE OF TRUSS.
REPAIR:	PLACE MAXIMUM 2x4 BLOCK BETWEEN TRUSS AND STRAP. BEND PER DETAIL AND NAIL 7-10d.
CONDITION #3:	STRAP IS MORE THAN 1-1/2" AWAY FROM EDGE OF TRUSS.
REPAIR:	PER DETAIL SHOWN W/ USP RT16M ANCH TO WALL W/ (4) 1/4"x1-3/4" TAPCONS & TO TRUSS PER MFGR SPECS. *MAY USE 16" TWST STRAP(S) & (4) TAPCONS EA.

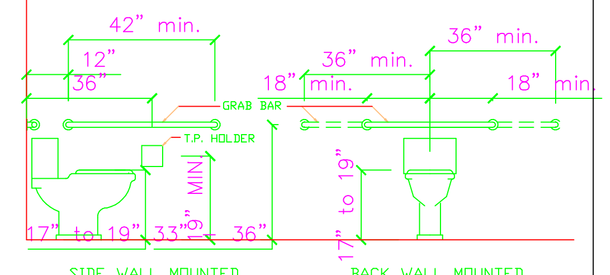


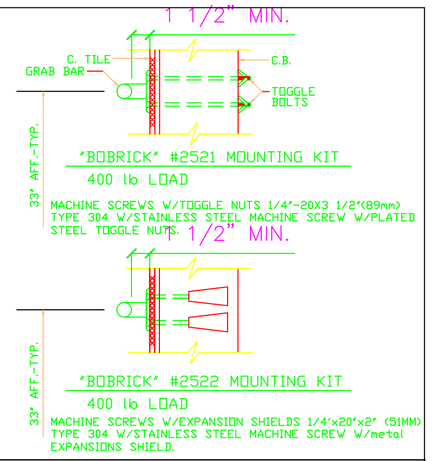
STANDARD REPAIRS FOR STRAP MISALIGNMENT

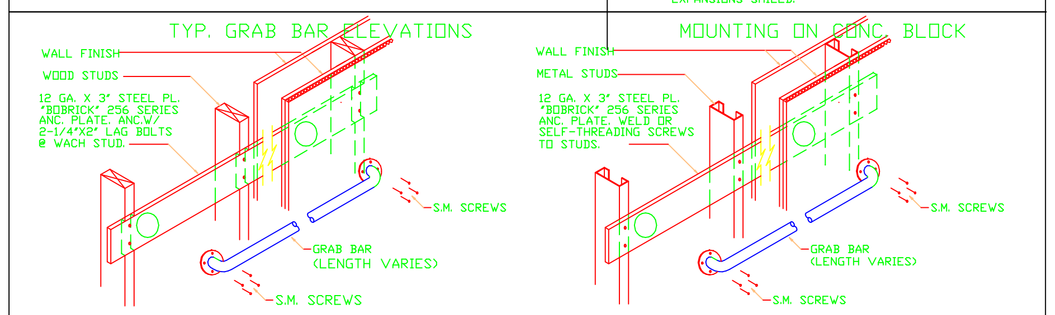
APPLIES TO MULTIPLES AND CONSECUTIVE TRUSSES, AND MAY BE USED ON EITHER SIDE OF WALL.

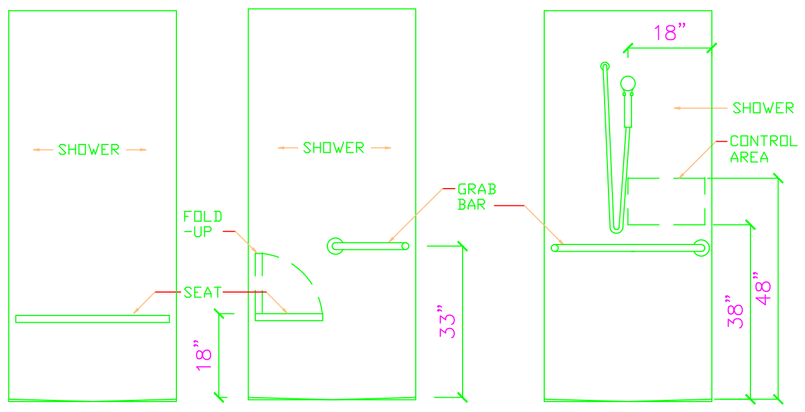
STRAPRPR.DWG 16DEC09 SCALE: NTS

NOTE!
THIS SHEET IS PROVIDED TO GIVE GUIDANCE ONLY. SOME DEPICTIONS CONTAINED HEREIN MAY NOT APPLY TO THIS SPECIFIC PROJECT.









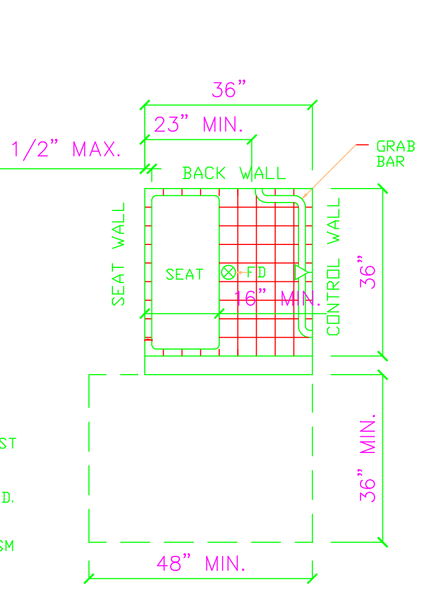
4.21.3 SEAT.
A SEAT SHALL BE PROVIDED IN SHOWER STALLS 36 IN. BY 36 IN. (915 mm BY 915 mm) SHALL BE AS SHOWN IN FIG. 36. THE SEAT SHALL BE MOUNTED 17 IN. TO 19 IN. (430 mm TO 485 mm) FROM THE BATHROOM FLOOR AND SHALL EXTEND THE FULL DEPTH OF THE STALL. IN A 36 IN. BY 36 IN. (915 mm BY 915 mm) SHOWER STALL, THE SEAT SHALL BE ON THE WALL OPPOSITE THE CONTROLS.

4.21.5 CONTROLS.
FAUCETS AND OTHER CONTROLS COMPLYING WITH 4.27.4 SHALL BE LOCATED AS SHOWN IN FIG. 37. IN SHOWERS STALLS 36 IN BY 36 IN (915 mm BY 915 mm), ALL CONTROLS, FAUCETS AND THE SHOWER UNIT SHALL BE MOUNTED ON THE SIDE WALL OPPOSITE THE SEAT.

4.21.6 SHOWER UNIT.
A SHOWER SPRAY UNIT WITH A HOSE AT LEAST LEAST 60 IN (1525 mm) LONG THAT CAN BE USED BOTH AS A FIXED SHOWER HEAD AND AS A HAND-HELD SHOWER SHALL BE PROVIDED.

EXCEPTION:
IN UNMONITORED FACILITIES WHERE VANDALISM IS A CONSIDERATION, A FIXED SHOWER HEAD MOUNTED AT 48 IN 91220 mm) ABOVE THE SHOWER FLOOR MAY BE USED IN LIEU OF A

4.21.7 CURBS.
IF PROVIDED, CURBS IN SHOWER STALLS 36 IN BY 36 IN (915 mm BY 915 mm) SHALL BE NO HIGHER THAN 1/2 IN. (13 mm).



TYP. HANDICAPPED SHOWER DETAILS

WOOD HEADER SIZES

48" OR LESS 2X6
72" OR LESS 2X8
96" OR LESS 2X10
144" OR LESS 2X12

ALL ARE DBL. 2X W/1/2" PLYWD.

STRUCT.dwg **SHEAR WALL NOTES:** 18DEC09

GSW1 STUDS:
A) FOR SHEARWALLS, BLOCKING IS REQ'D AT ALL SHEATHING EDGES BETWEEN STUDS.
B) SPACING AT 24" ON CENTER (MAXIMUM).
C) FOR MINIMUM SPECIES AND GRADE SEE GENERAL NOTES.
D) SHEARWALL ENDS SHALL BE DOUBLE STUDDED. THIS MAY BE A COMPOSITE OF A FULL JACK AND STUD OR A COMBINATION OF CORNER STUDS.
GSW2 STRUCTURAL WALL SHEATHING:
MINIMUM 15/32" CDX PLYWOOD OR 7/16" APA APPROVED O.S.B.
GSW3 NAILING SCHEDULE:
USE 8d GUN NAILS AT THE FOLLOWING SPACING:
4" ON CENTER THROUGHOUT (UNO).
GSW4 ■■■■■■■■ -DENOTES SHEAR WALL LOCATION
A) LENGTHS SHOWN ARE THE MIN. LINEAL FEET OF SHEAR WALL REQUIRED.
B) IF THERE IS NO SHEAR WALL DENOTED ON FLOOR PLAN THEN ALL BEARING EXTERIOR FRAME WALLS GREATER THAN 16" IN LENGTH ARE REQUIRED TO BE CONSTRUCTED AS SHEAR WALLS. (SEE SHEARWALL FRAMING SPECS DETAIL)
GSW5 INTERIOR SHEAR WALLS SHALL USE 7/16" O.S.B. SHEATHING NAILED WITH 8d GUN NAILS AT 6" ON CENTER THROUGHOUT UNO WITH A J-BOLT, WEDGIT, OR A HTT22 REQUIRED AT ENDS UNLESS FRAME WALL TO BLOCK CONNECTION IS AVAILABLE. PROVIDES 197 plf IN GROUP III SPECIES FRAMING).
GSW6 ALL EXTERIOR BLOCK WALLS BETWEEN OPENINGS WITH DOWNPOURS AT EACH END ARE SHEAR WALLS.
GSW7 ALL EXTERIOR POURED CONCRETE WALLS ARE SHEAR WALLS.

STRUCTURAL NOTES:

G1 DESIGN PARAMETERS:
DESIGN LOADS: UNLESS NOTED OTHERWISE (UNO) IN SPECIFIC NOTES
ROOF LOADS: LIVE LOAD (LL): 20psf (25% DURATION INCREASE)
DEAD LOAD (DL): 17psf SHINGLE; 25psf TILE
WIND CALCS: DEAD LOAD (DL): 10.2psf SHINGLE; 15psf TILE
(60% DURATION INCREASE)
FLOOR LOADS: DL: 15psf; LL: 40psf (0% DURATION INCREASE)
BALCONY: DL: 15psf; LL: 40psf FOR 1 & 2 FAMILY DWELLINGS ALL ELSE 60psf
STAIRS: DL: 15psf; LL: 40psf FOR 1 & 2 FAMILY DWELLINGS ALL ELSE 100psf
G2 MINIMUM LUMBER SIZES, SPACES, GRADES, AND SPECIES (UNO)
A) INTERIOR NON-BEARING WALLS: 2x4 STUDS AT 24" ON CENTER. SPRUCE-PINE-FIR (SPF) GRADED LUMBER (OR BETTER) OR METAL STUDS. CRIMPER MAY BE USED IN LIEU OF SCREWS FOR METAL STUDS.
B) FRAME BEARING WALLS: SPF #2 (MIN) 2x4 STUDS @ 16" O/C TO 10'; USE 2x6 & MID HT BLOCKING BETWEEN STUDS OVER 10' UNO.
C) HEADERS: SYP, GR 2, (2) 2x12 W/ 1/2" SOLID SPCR UNO ON PLAN OR DETAILS. NAIL PLIES W/ 10d @ 3" O/C EDGES & 6" FIELD.
G3 HEADERS MAY BE CUT OR NOTCHED AT THE ENDS ONLY. OTHERWISE THEY SHALL NOT BE REDUCED IN STRENGTH.
G4 LUMBER EXPOSED TO WEATHER OR CONTACTING CONCRETE SHALL BE PRESSURE TREATED (PT).
G5 FRAMING CONTRACTOR IS RESPONSIBLE FOR TEMPORARY BRACING DURING ERECTION OF TRUSSES AND FOR ALL PERMANENT BRACING PER BCSI-B1 SUMMARY SHEET.
G6 TILE ROOF: USE 30# DRY PL 90# FELT & HOT MOP W/ SCREW DOWN INSTALLATION PER ROOF TILE INSTITUTE SYSTEM TWO UNO. INSTALL TILE ROOF SYSTEM IN ACCORDANCE WITH FRSA/TRI PER FBC 1507.3.7 & FBCR 905.3.
G7 GALV (26 Go MIN) OR ALUM FLASHING SHALL BE USED AT GUTTERS, WALL & ROOF INTERSECTIONS, ROOF SLOPE CHANGES, & ROOF OPENINGS. USE OF WEEP SCREEDS, CONTROL JOINTS, OR EXPANSION JOINTS SHALL BE USED TO DRAIN MOISTURE & CONTROL CRACKING. ONLY WORKERS WHO UNDERSTAND PROPER INSTALLATIONS OF ANY WATER BARRIERS, INCLUDING FLASHINGS AND SEALANTS, SHALL BE USED.
G8 ONLY SHINGLES & FASTENERS FROM BLDG DEPARTMENT'S LATEST APPROVED ROOF COVERING MFGR'S LIST (IF APPLICABLE) SHALL BE USED, ANCH W/ (6) 7/8" MIN LENGTH ROOFING NAILS W/ .413" DIA HEAD PER SHINGLE.
G9 REBAR IS GRADE 40 UNO ON PLAN. PLACEMENT IS PER TYP WALL SECT & PLAN.
G10 ALL COEFFICIENTS AND CALCULATIONS ARE PER THE LATEST EDITION OF ASCE 7 AS ADOPTED BY THE FBCB.
G11 ALL CONNECTIONS HAVE BEEN CHECKED TO WITHSTAND ALL APPLICABLE LOADS UNO AND ALL CONNECTORS SHALL BE NAILED PER MANUFACTURER'S SPECS.
G12 EXTERIOR CEILING MATERIAL WILL BE 1/2" GYPSUM SOFFIT BOARD AS A MINIMUM WHICH CAN PROVIDE FULLY ENCLOSED STRUCTURAL INTEGRITY.
G13 OVERLAP DOUBLE TOP PLATES 24" AND ANCH WITH 10d AT 16" O.C. WITH (3) 10d's AT CORNERS.

GENLINTEL.DWG **PRECAST LINTEL SCHEDULE** 29FEB10

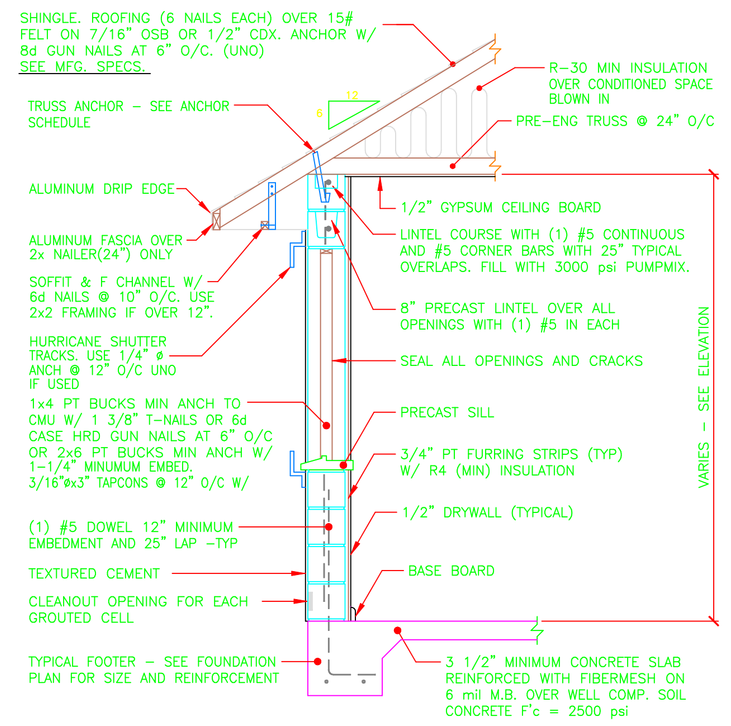
APPLIED LOADS ON ALL PRECAST LINTELS HAVE BEEN REVIEWED TO INSURE THEY ARE WITHIN ALLOWABLE LIMITS. ALL UNITS ARE IN PLF

	LENGTH	SAFE GRAVITY	APPLIED GRAVITY	SAFE UPLIFT	APPLIED UPLIFT	COMPOSITE BEAM	REMARKS
1	2'-10"	6113	<2000	4460	<1500	8F16-1B/1T	1x WINDOW
2	4'-6"	6113	<2000	2724	<1500	8F16-1B/1T	2x WINDOW
2A	4'-6"	2189	<2000	1207	<1000	8F8-1B/1T	BEAM/MISC 1'-0" OPENING
3	5'-10"	4360	<2000	2093	<1500	8F16-1B/1T	3x WINDOW
3A	5'-10" W/SSS	1113	<750	655	<500	8RF6-1B/1T	30xx DR & SIDE LITE
3B	5'-10"	1451	<1000	909	<750	8F8-1B/1T	BEAM/MISC 4'-0" OPENING
3C	5'-10" W/SSS	4242	<2000	1900	<1500	8RF14-1B/1T	30xx DR & SIDE LITE
4	3'-6"	6113	<2000	3547	<1500	8F16-1B/1T	1/2 3x WIN
5	6'-6"	3480	<2000	1880	<1500	8F16-1B/1T	5' SGD OR MISC
6	7'-6"	2661	<2000	1438*	<1000	8F16-1B/1T	6' SGD OR (2)2x WIN.
6A	7'-6"	1011	<750	560*	<500	8F8-1B/1T	(2)30xx DR
6B	7'-6" W/SSS	2459	<2000	1345*	<1000	8RF14-1B/1T	(2)30xx DR
6C	7'-6" W/SSS	755	<500	506	<350	8RF6-1B/1T	(2)30xx DR
7	4'-6" W/SSS	5206	<2000	2525	<1500	8RF14-1B/1T	30xx DOOR
7A	4'-6" W/SSS	1756	<1000	867	<500	8RF6-1B/1T	30xx DOOR
8	9'-4"	1843	<1000	963*	<750	8F16-1B/1T	8' SGD OR MISC
9	10'-6"	1533	<1000	777*	<500	8F16-1B/1T	9' SGD OR (2) 3x WIN
10	10'-6"	2781	<2000	1239*	<1000	8F24-1B/1T	9' SGD OR (2) 3x WIN
11	4'-4" W/SSS	5206	<2000	2635	<1000	8RF14-1B/1T	28xx DOOR
12	13'-4"	1075	<750	521*	<350	8F16-1B/1T	12' SGD OR MISC
14	14'-0"	1002	<750	481*	<350	8F16-1B/1T	BEAM/MISC 12'-8" OPENING
15	15'-4"	1250	<1000	422*	<350	8F16-1B/1T	BEAM/MISC
16	17'-4"	950	<900	356*	<300	8F16-1B/1T	16' OHGD OR MISC
17	17'-4"	950	<900	500	<400	8F16-1B/2T	16' OHGD OR MISC
18	17'-4"	1326	<1000	732	<700	8F20-1B/2T	16' OHGD OR MISC

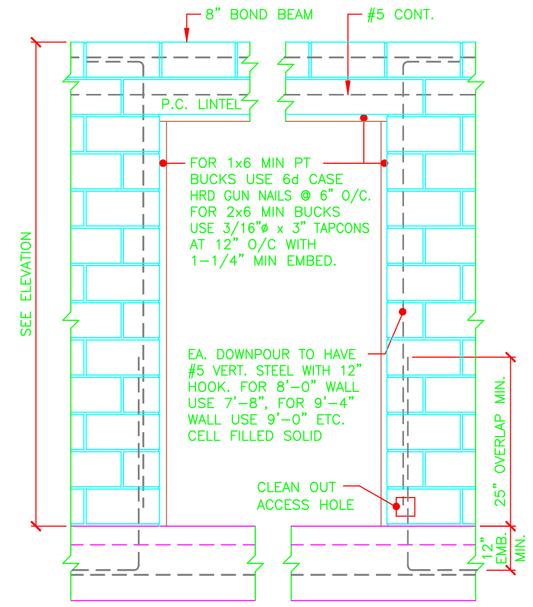
*=REDUCED FOR GRADE 40 REBAR. **=PLF APPLIED EQUIV LOAD DERIVED FROM CONCENTRATED LOAD(S) USING METHOD OF EQUIVALENT BENDING MOMENTS. Ω =DUE TO HIGH CONCENTRATED LOADS, ANALYZED MOMENT, SHEAR & VERIFIED WITH PUBLISHED ALLOWABLES.

NOTES:
R=RECESS
ALL GABLES AND JACKS=<250plf
USE CAST-CRETE (OR EQUAL OR BETTER) 8F16-1B/1T IF POSSIBLE

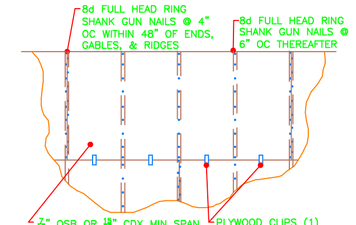
QUANTITY OF #5 REBAR @ BOTTOM OF LINTEL CAVITY
NOMINAL HEIGHT
F=FILLED w/GROUT
U=UNFILLED
NOMINAL WIDTH
8F16-1B/1T
QUANTITY OF #5 REBAR @ TOP OF LINTEL CAVITY



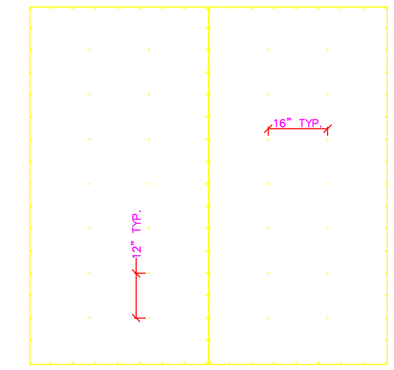
0101 TYPICAL WALL SECTION
20DEC09 SCALE: NTS



09Q2 DOOR/SLIDER BUCK AND REBAR DETAIL
27MAY09 SCALE: NTS

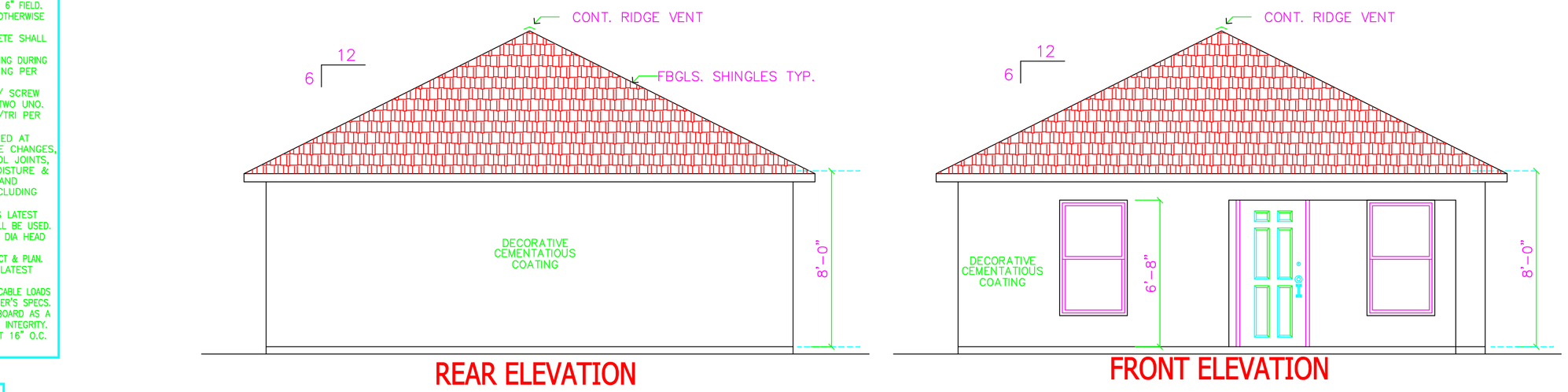


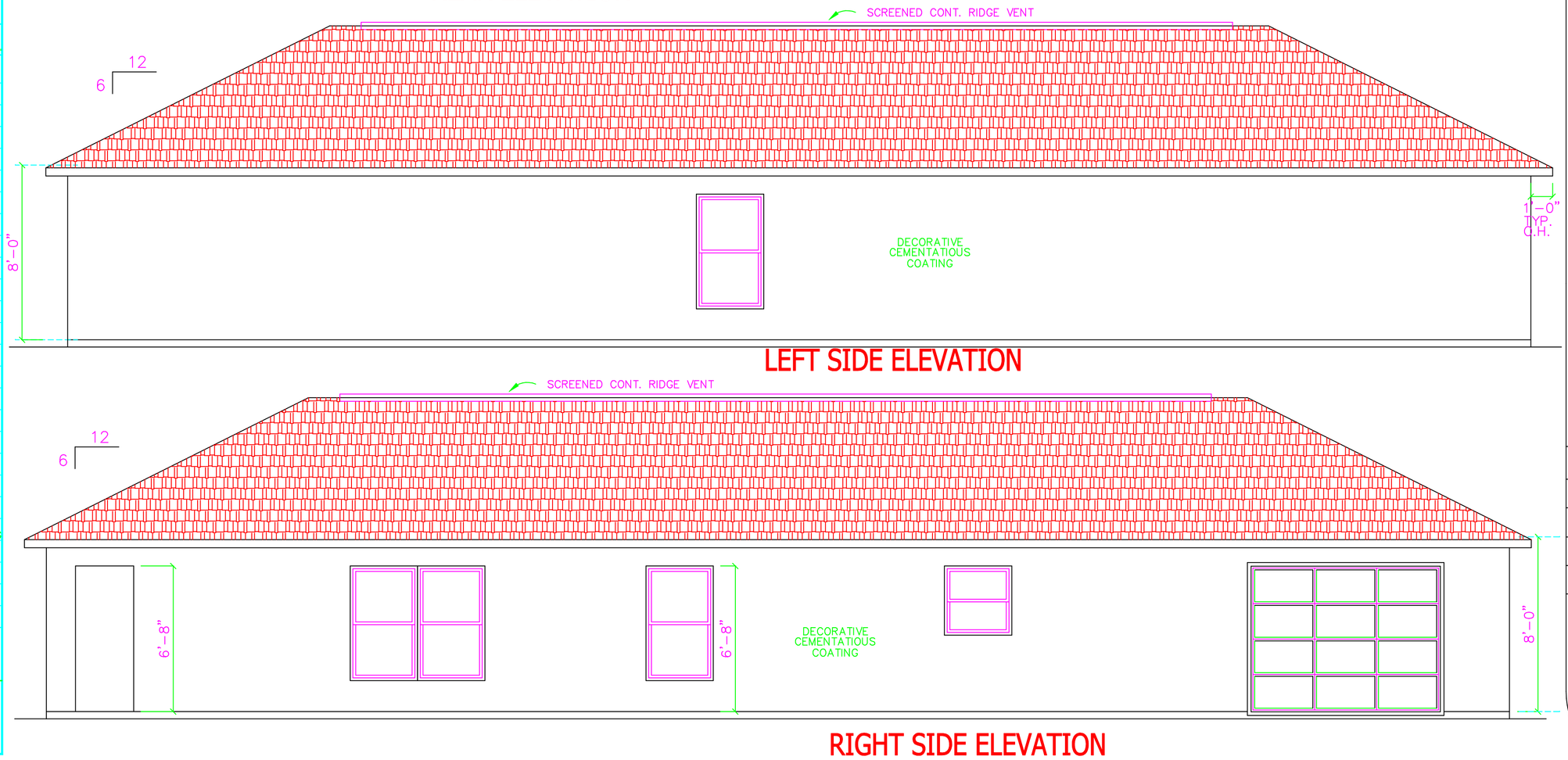
TYPICAL NAILING SCHEDULE
NAILSCHED.dwg 25OCT07 SCALE: NTS



USE 8d GUN NAILS (2 1/4" x .120"ø MIN) SPACED 6" O.C. EDGES & 12" O.C. FIELD. PLACE NAILS MIN 3/8" FROM EDGES MIN. MIN 2" FROM CORNERS. PROVIDES 720PLF OF SHEAR STRENGTH.

7/16" OSB SHEAR SPECIFICATIONS





STEPHEN E. KASTNER, P.E.
LICENSE # 39528
5320 Florida Palm Avenue
Cocoa, FL 32927
(321)-403-2093
skastner@cfl.rr.com

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THESE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA RESIDENTIAL BUILDING CODE - RESIDENTIAL CHAPTER 3 FOR WIND AND GRAVITY LOADS AS AMENDED AND ENFORCED BY THE PERMITTING JURISDICTION.

STEPHEN KASTNER P.E.
PE LIC NO. 39528

STRUCTURAL ONLY

NEW RESIDENCE
434 BARBARA JENKINS ST.
COCOA, FLORIDA

DRAWN BY
ELH
CHECKED BY
S.K.
DATE
FEB. 28, 2017
SCALE
NOTED
JOB NO.

SHEET
2
OF
2
SHEETS

Legislation Details (With Text)

File #:	17-105	**Version:** 1	**Name:**	Cocoa Development Order	
Type:	Agenda		**Status:**	City Business	
File created:	2/23/2017		**In control:**	City Council	
On agenda:	3/14/2017		**Final action:**		
Title:	Approve the City of Cocoa Development Order Related to the Brevard Crossings Regional Activity Center for the Cocoa Logistics and Business Center between the City of Cocoa and Wal-Mart Stores East, L.P. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit B Master Development Plan.pdf Walmart CITY OF COCOA Development Order re Brevard Crossing - 3.8.17 Clean				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 23, 2017
Agenda Date: March 14, 2017
Prepared By: Steven P. Belden, AICP, Community Services Director
Through: John A. Titkanich, City Manager, AICP, ICMA-CM
Requested Action:
Approve the City of Cocoa Development Order Related to the Brevard Crossings Regional Activity Center For The Cocoa Logistics and Business Center between the City of Cocoa and Wal-Mart Stores East, L.P.

BACKGROUND:

The project formerly known as the Brevard Crossings Regional Activity Center was originally approved in 2002 through the Development of Regional Impact (DRI) process. Since that time there have been several amendments to the Development Order, including twice in 2003, once in 2007. In 2009 the Florida Legislature designated the City of Cocoa a “Dense Urban Land Area.” As a result of this designation, no new DRI can be processed or approved within the City. The 2009 legislation also provided the owners of exiting DRI’s the opportunity to rescind their DRI development order, provided that all mitigation actions have been completed that were necessary to support the amount of development constructed within the project. In October 2010, the City Council approved rescinding of the DRI, thus terminating the Development Order in place at the time and associated Transportation Mitigation Agreement. In its place, the developer and the City created a new local development order.

On October 26, 2010, The City of Cocoa approved the Development Order for Brevard Crossings. The approved Development Order consisted of the following development program:

- Up to 810,000 square feet of commercial use;
- Up to 180,000 square feet of office use;
- Up to 1,000,000 square feet of industrial/business park use;
- Up to 675 multi-family residential units; and
- Up to 270 hotel rooms

The development program was projected to generate up to 3,506 net new external pm peak hour trips. The project was divided into three phases for the purposes of monitoring transportation conditions. Phase 1A was limited to 806 net new external pm peak hour trips. No offsite improvements would be required under Phase 1A. Any development that triggered the number of net new pm peak hour trips in excess of 806 would require an agreement between the property owner, the City, and FDOT on necessary off-site improvements to SR 524.

Subsequent to the approval of the Brevard Crossings Development Order in 2010, the property was sold to the Canaveral Port Authority in December 2014. The Port Authority purchased the property with the intention of developing an off-site warehousing and logistics center to augment facilities and operations at the Port and also to expand non-port related real estate ventures.

In October 2015, the City became aware that Wal-Mart was interested in purchasing a portion of the property to construct a regional distribution warehouse facility. Eventually Wal-Mart and the Port Authority determined that it would be in the best interest of both parties for the entire 271-acre land to be purchased by Wal-Mart. With approval by the Port Commission on February 22, 2014, to sell the land, Wal-Mart will have total control over the entire property.

City staff has been working with the representatives of Wal-Mart for the past year to formulate an amended development order based on the proposed warehouse distribution center to be operated by Wal-Mart. While Wal-Mart will operate a portion of the overall property, the amended Development Order addresses future build-out of the entire property. The amended Development Order consists of the following development program:

- Not more than 1,020,000 square feet of industrial use (including 420,000 square feet of warehouse use and 600,000 square feet of distribution center use); and
- 150,000 square feet of office use; and
- 20,000 square feet of commercial use; and
- 8,000 square feet of sit-down restaurant use; and
- 270 hotel rooms.

The amended development order significantly reduces the projected traffic demand to the site. The project is now proposed to be divided into two development phases. Phase 1, the Wal-Mart Distribution Center, is projected to generate 89 net new external pm peak hour trips, compared to 806 net new external pm peak hour trips under the Brevard Crossings Development Order. Phase 2 of the project for the rest of the development program is projected to generate 549 net new external pm peak hour trips for a total of 638. This is a reduction of 2,922 net new external pm peak hour trips from the currently approved development order.

The amended development order preserves certain requirements for the developer of the project, including future developers of the other portions of the property. This includes the provision of

adequate on-site stormwater facilities to ensure there is no degradation of the off-site drainage facilities to either Cox Rd, SR 524, or adjacent properties.

Off-site transportation improvements shall coincide with the pm peak hour trip phasing of the project. Only site related improvements shall be required during Phase 1 of the project. Improvements to SR 524 shall be required upon exceeding the Phase 2 threshold. The specific improvements required shall be negotiated through a written agreement amongst the Developer, the City and FDOT as a condition precedent to issuance of building permits.

The Developer also agrees to create an access road from SR 524 that will extend south and then east to Cox Rd. The new Cox Rd. intersection is necessary for associate and customer ingress and egress to the development site. The Developer has requested a signalized intersection at Cox Rd. The Developer is currently undertaking a traffic signal warrant study for the proposed location. The Developer has agreed to address truck traffic in the design of Cox Rd. access road to limit ingress/egress from the distribution center and future warehouse facility to SR 524 exclusively, thereby restricting truck traffic from Cox Rd.

The Developer also agrees to preserve the dedication of a 1-acre parcel to the City for future municipal purposes such as a police sub-station or transit hub.

STRATEGIC PLAN CONNECTION:

Economic development is directly impacted by this agenda item. The proposed Wal-Mart Distribution Center alone will create approximately 239 jobs and a potential capital investment of $96 Million.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

March 12, 2002, the City Council approved the Brevard Crossings Development of Regional Impact and designated Brevard Crossings as a Regional Activity Center in the City of Cocoa Comprehensive Plan.

May 6, 2002, the City of Cocoa, the Florida Department of Transportation, and Brevard Crossings entered into a Transportation Mitigation Agreement.

On September 17, 2003, the City Council amended the City's Comprehensive Plan and the Brevard Crossings DRI to include 2.3 acres of additional land.

On April 10, 2007, the City Council adopted the Third Amended Development Order, which extended the project date by two years to March 12, 2009, and further extended by City Council to March 12, 2010 at its February 24, 2009 meeting.

On October 26, 2010, the City Council approved the rescission of the Brevard Crossings DRI and

approved the Development Order for Brevard Crossings.

RECOMMENDED MOTION:

Approve the City of Cocoa Development Order Related to the Brevard Crossings Regional Activity Center For The Cocoa Logistics and Business Center between the City of Cocoa and Wal-Mart Stores East, L.P.

LEGEND (Land Use Zones)

A - INDUSTRIAL

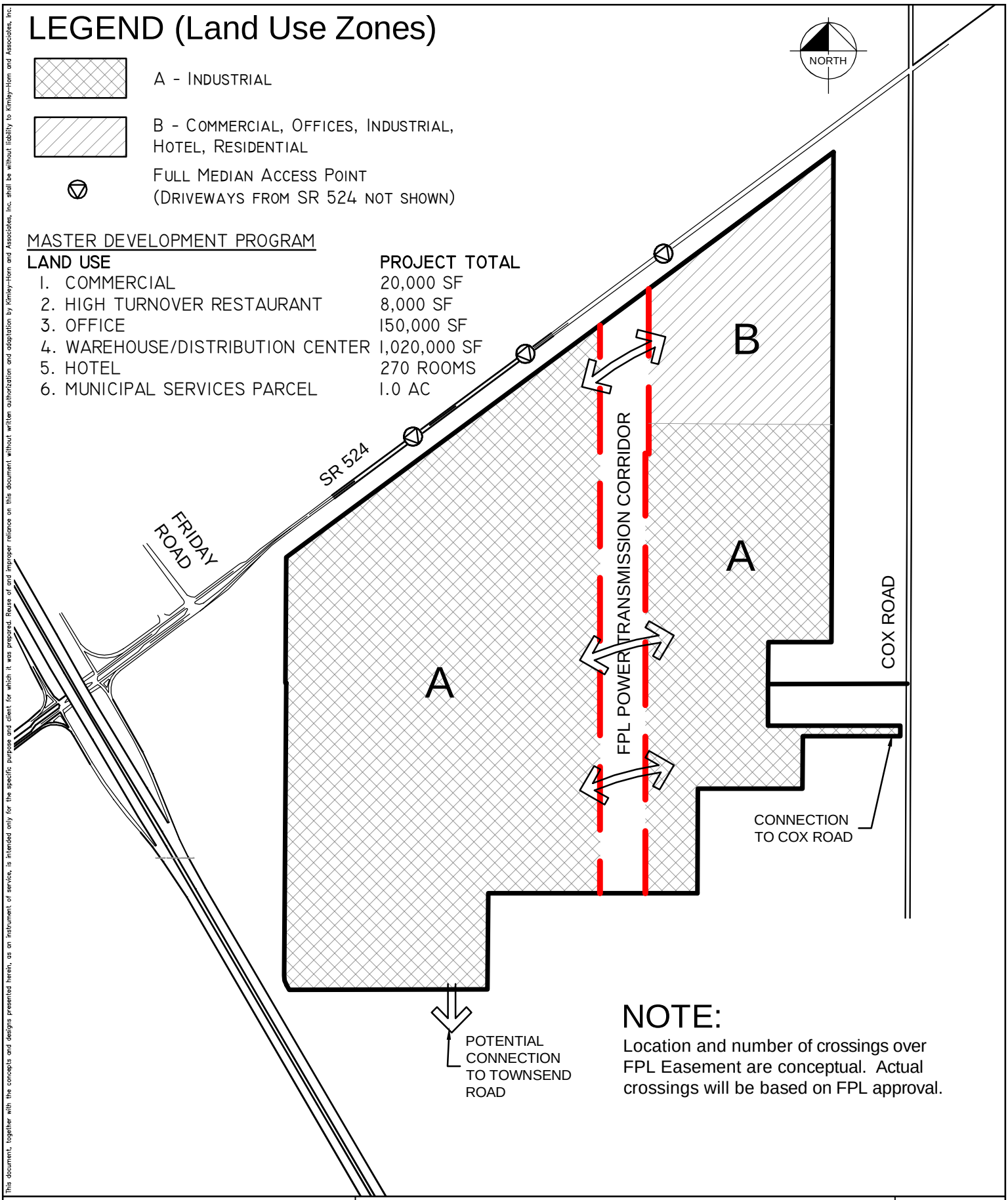
B - COMMERCIAL, OFFICES, INDUSTRIAL, HOTEL, RESIDENTIAL

FULL MEDIAN ACCESS POINT
(DRIVEWAYS FROM SR 524 NOT SHOWN)

NORTH

MASTER DEVELOPMENT PROGRAM

LAND USE	PROJECT TOTAL
1. COMMERCIAL	20,000 SF
2. HIGH TURNOVER RESTAURANT	8,000 SF
3. OFFICE	150,000 SF
4. WAREHOUSE/DISTRIBUTION CENTER	1,020,000 SF
5. HOTEL	270 ROOMS
6. MUNICIPAL SERVICES PARCEL	1.0 AC



NOTE:

Location and number of crossings over FPL Easement are conceptual. Actual crossings will be based on FPL approval.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Plotted By: Watts, Austin Sheet Set: Kha Layout: Layout1 March 02, 2017 04:20:36pm K:\CHL_PRJ\015476 Walmart\294 Citizen Kane - DC\02 - DWG\Exhibit\2017-0220 - MASTER PLAN\Exhibit B - Brevard Crossings.dwg

Kimley»Horn

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601 21st STREET, SUITE 300, VERO BEACH, FL 32960
PHONE: 772-562-7981 FAX: 772-562-9689
WWW.KIMLEY-HORN.COM CA 00000696

COCOA LOGISTICS AND BUSINESS CENTER

EXHIBIT B MASTER DEVELOPMENT PLAN

SHEET NUMBER

EX-B

DRAFT 3/8/2017 City

CITY OF COCOA DEVELOPMENT ORDER

RELATED TO THE BREVARD CROSSINGS REGIONAL ACTIVITY CENTER

FOR

COCOA LOGISTICS AND BUSINESS CENTER

THIS CITY OF COCOA DEVELOPMENT ORDER (this "City Development Order") is made and entered into as of the _____ day of _____, 2017, by and between the City of Cocoa, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 65 Stone Street, Cocoa, Florida 32922 (the "City"), and Wal-Mart Stores East, LP, a Delaware limited partnership, whose address is 2001 Southeast 19th Street, Bentonville, Arkansas 72716-0550 (the "Developer").

SECTION I. FINDINGS OF FACT

1. On March 12, 2002, the City approved the Brevard Crossings Development of Regional Impact, named the Brevard Crossings ("Brevard Crossings DRI") and issued a DRI Development Order pursuant to Section 380.06, Florida Statutes that was recorded at OR Book 4557, Page 0001 of the Public Records of Brevard County, Florida.

2. Also on March 12, 2002, Brevard Crossings was designated as a Regional Activity Center in the City of Cocoa Comprehensive Plan (the "City's Comprehensive Plan").

3. On May 6, 2002, the Florida Department of Transportation ("FDOT"), the City, and Brevard Crossings, LLC entered into that certain Brevard Crossings DRI Transportation Mitigation Agreement (the "Transportation Mitigation Agreement"), and the Brevard Crossings

DRI Development Order was subsequently amended on February 25, 2003, to incorporate the terms and conditions of the Transportation Mitigation Agreement. The First Amended Development Order was recorded at OR Book 4915, Page 1837 of the Public Records of Brevard County, Florida.

4. The City's Comprehensive Plan and the Brevard Crossings DRI were subsequently amended on September 17, 2003 to include 2.3 acres of additional land. The Second Amended Development Order was recorded at OR Book 5167, Page 2408 of the Public Records of Brevard County, Florida.

5. On April 10, 2007, the City adopted the Third Amended Development Order, recorded at O.R. Book 5788, Page 8883 of the Public Records of Brevard County, which extended the Project commencement date by two years to March 12, 2009. This date was subsequently extended to March 12, 2010 by the City at its meeting of February 24, 2009.

6. The legal description for the Brevard Crossings property (the "Property") is attached hereto as Exhibit "A" and incorporated herein by reference, and the Property is currently designated as the Brevard Crossings Regional Activity Center pursuant to the City's Comprehensive Plan, Future Land Use Element, Policy1.1.2.7.

7. On May 27, 2010, the Cocoa Master Development, LLC submitted a Request to Rescind the Brevard Crossings DRI Development Order, which included documentation of completion of the environmental mitigation for the entire Project. No development had occurred within the Project, and no additional mitigation was required prior to rescission of the Brevard Crossings DRI Development Order.

8. The City approved an Order Rescinding the Brevard Crossings DRI Development Order and, at the same City Council hearing, also approved the City of Cocoa

Development Order for Brevard Crossings, dated October 26, 2010, recorded at OR Book 6259, Page 1528 of the Public Records of Brevard County ("Original City Development Order") which set forth the rights and obligations governing the Project subsequent to the rescission of the Brevard Crossings DRI Development Order.

9. On _____ 2017, Wal-Mart Stores East, LP, as contract purchaser and successor to Brevard Crossings, LLC submitted a request to amend and restate the October 26, 2010 City of Cocoa Development Order for the Brevard Crossing Regional Activity Center in furtherance of a proposed development project which will be named the Cocoa Logistics and Business Center ("Project" or "Cocoa Logistics and Business Center").

10. The Brevard Crossings Project consisted of the following Development Program: 810,000 square feet of commercial; 180,000 square feet of office; 1,000,000 square feet of industrial/business park; 675 multi-family residential units; and 270 hotel rooms, which is consistent with the Brevard Crossing Regional Activity Center as that term is described in Future Land Use Policy 1.2.7.E and 1.2.7.N of the City Comprehensive Plan 2010-2020.

11. The City has approved amending and restating of the City of Cocoa Development Order for Brevard Crossings on _____ 2017, and adopted this City Development Order, which amends and restates the City of Cocoa Development Order related to the Brevard Crossings Regional Activity Center in its entirety, and sets forth the rights and obligations governing the Cocoa Logistics and Business Center.

12. The Developer's authorized agent is Brian Hooper, Vice President of Real Estate with an address of Walmart Stores East, LP, 2001 SE 10th Street, Bentonville, AR 72716, and any and all correspondence and communication may be made to the Developer at such address,

with a copy to Kutak Rock LLP, Attention: Terry Pool, 234 East Millsap Road, Suite 200, Fayetteville, AR 72703-4099.

13. Wal-Mart Stores East, LP, is the successor in interest to Cocoa Master Development, LLC, which was the successor in interest to Brevard Crossings, LLC, the original Developer for the Brevard Crossings project and has authority to take any actions in regard to the Property and the Cocoa Logistics and Business Center that are the subject of this City Development Order.

SECTION II. CONCLUSIONS OF LAW

1. The Cocoa Logistics and Business Center Project shall be consistent with the City's Comprehensive Plan.

2. Subject to Wal-Mart Stores East, LP acquiring the Property, this City Development Order will become effective consistent with the provisions of Section XI C, and will constitute final approval for Cocoa Logistics and Business Center, as more particularly detailed in the Terms and Conditions of Development set forth herein; provided, however, any and all development provided for herein is subject to review and approval by the City in accordance with adopted development review procedures.

SECTION III. TERMS AND CONDITIONS OF DEVELOPMENT

The following terms and conditions of development approval are imposed upon Cocoa Logistics and Business Center and are accepted by the Developer for itself and on behalf of the developers of one or more sites within the Project (the "Site Developers") who take title from the Developer.

1. GENERAL

A. Cocoa Logistics and Business Center shall be developed in accordance with the

City's Land Development Code, unless otherwise provided by the conditions of this City Development Order. This City Development Order shall prevail over any conflicting provision in the City's Land Development Code.

B. Cocoa Logistics and Business Center shall consist of no more than the specifically described development program set forth below and on the Master Development Plan attached hereto as Exhibit "B," unless the trip conversion table attached hereto as Exhibit "C" is used to modify the development program.

1. Development Program: The mix of uses for the Cocoa Logistics and Business Center shall not exceed the intensities established for the Brevard Crossings Regional Activity Center under the City's Comprehensive Plan, Future Land Use Element, Policy 1.1.2.7.N, Subarea Policy 2, and. shall consist of not more than 1,020,000 square feet of industrial (including 420,000 square feet of warehouse and 600,000 square feet of distribution center); 270 room hotel; 150,000 square feet of office; 28,000 square feet of commercial; 8,000 square office of high-turnover (sit-down) restaurant and a one (1) acre municipal services parcel unless this Development Program is modified as provided for in this City Development Order.

2. Location: Cocoa Logistics and Business Center is located within the municipal limits of the City of Cocoa, Florida.

3. Acreage: 271.3± acres.

4. Legal Description: A legal description for the Property is attached as Exhibit "A."

5. Master Development Plan: The Master Development Plan is attached as Exhibit "B."

The Developer may increase or decrease the amount of a particular land use within the approved

development program by using the conversion table, attached as Exhibit "C," which is based on equivalent PM peak hour peak directional trip ends. Use of the conversion table may increase or decrease the total amount of each land use by no more than the amount allowed in Future Land Use Policy 1.1.2.7.E. of the City's Comprehensive Plan. Greater changes than those permitted under the aforesaid Policy, considered cumulatively, shall be subject to a comprehensive plan amendment amending the maximum intensities set forth in Subarea Policy 2. Additionally, the change must address impacts to the potable water usage and identify if the potable water capacity and allocation under the applicable consumptive use permit are available, taking into consideration any reclaimed water capacity that may be available. Additionally, the change must address any impacts to the surface water management system. Any time the conversion table is to be used, the City, FDOT, and the St. Johns River Water Management District ("SJRWMD") must be provided notice of the proposal at least 60 days in advance of the change. Notwithstanding any terms or conditions to the contrary herein, upon execution of this City Development Order, Developer shall be entitled, at such time as Developer deems necessary, to proceed with site-clearing and site-preparation activities on the Property for Phase 1 (as defined in Section 4, Paragraph A) prior to other final permit approvals being granted by the City for the Project. Site-clearing and site-preparation activities shall consist of vegetation removal, grading, construction of erosion control measures, storm water retention ponds and fill for building pads. Prior to commencing work, the Developer will provide the City with a written certification from the project engineer and/or other applicable consultant certifying that the work to be performed is in compliance with applicable environmental laws and permits, including, but not limited to, laws applicable to endangered or threatened species, artesian water wells, wetlands, hazardous materials, and historical artifacts. In the event that the Project is

unreasonably delayed or abandoned by the Developer, the City may require, upon written notice to the Developer, that the Developer implement a restoration plan for the site in order to protect the public health, safety and welfare including, but not limited to, re-grading the site to eliminate unusually high stockpiles, eliminate unsafe conditions, grass and mulch, fencing access roads, and maintaining silt fences.

2. HISTORICAL RESOURCES

Construction personnel working on the Property shall be notified, through posted advisories or other methods, of the potential for archaeological artifact discoveries on the site and to report suspected findings to the project manager. In the event of discovery of artifacts of historical or archaeological significance during construction, the Site Developer shall stop construction at the site of discovery and notify the City and the Division of Historic Resources of the Florida Department of State. From the date of notification, construction shall be suspended within a 100-foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site.

3. NATURAL SYSTEMS

A. Except as otherwise allowable by this City Development Order, the City Comprehensive Plan or any applicable permit issued in accordance with state or federal law, site development related activities shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the state or federal government in contravention of applicable state or federal laws. Should such species be determined to be residing on, or be otherwise significantly dependent upon all or a portion of the Cocoa Logistics and Business Center site, the Site Developer shall immediately notify the City,

the Florida Fish and Wildlife Conservation Commission and the United States Fish and Wildlife Service. The Site Developer shall cease all activities which might negatively affect that individual or population until directed otherwise by the jurisdictional wildlife agency. The Site Developer shall provide proper protection, to the satisfaction of all agencies with jurisdiction. "Harming" and "harassment" as used in this recommendation shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.

B. Mitigation for wetland impacts has been completed as prescribed in Environmental Resource Permits issued by the SJRWMD (Permit Number: 64579). If the Developer or a Site Developer proposes any change to an approved permit that would result in additional wetlands impact or any modification to an approved mitigation plan, the Developer or Site Developer, as applicable, shall provide written notice and a detailed description of the proposed change to the City, simultaneously with submittal of the permit modification application to the permitting agency. A copy of this City Development Order shall be forwarded to all relevant federal, state and permitting agencies, such as the U.S. Army Corp of Engineers and the St. Johns River Water Management District.

C. The surface water management system for the Project shall be constructed, regularly inspected, and maintained in accordance with SJRWMD permit approvals. In addition, where practical and appropriate, and solely pertaining to Phase 2 of the Project, a surface water management system shall be designed, constructed and operated using low impact development ("LID") strategies and techniques as set forth in the City's Comprehensive Plan. The Developer shall demonstrate to the satisfaction of the City that the entity(ies) proposed to assumed responsibility for the Cocoa Logistics and Business Center's surface water management system will have defined duties and responsibilities regarding the operation and maintenance of the

surface water management system. These responsibilities shall include sufficient legal authority and power to establish the mandatory collection of fees or assessments, or both from all property owners or users for financing the operation, replacement and maintenance of all components of the Cocoa Logistics and Business Center's surface water management system.

D. The Developer must comply with City of Cocoa Comprehensive Plan Objective 6.1.1, wherein stormwater facility(ies) shall be attenuated so as to not increase the flood stage experienced by properties in the Cox Road drainage basin. The site plan stormwater narrative shall also contain data, calculations, and any other relevant information to ensure an accurate confirmation of no net increase nutrient loading to the receiving water bodies, i.e, the St. Johns River.

i. As an alternative to providing additional on-site storage to attenuate offsite discharge, the development may design, construct, and install an upgraded drainage conveyance system with increased capacity along Cox. Road. This drainage conveyance system shall be designed to handle future build-out conditions with maximum impervious areas and shall include providing positive outfall, including driveway, south to SR520.

ii. The City agrees to participate in leveraging future project stormwater utility fees to construct off-site stormwater improvements to reduce existing flood stage in the Cox Road drainage basin. Toward this end, the City will calculate and leverage up to five (5) years of stormwater fees related to the Project to design, engineer and construct, in partnership with the Developer, the aforementioned stormwater improvements.

E. The Cocoa Logistics and Business Center stormwater facilities shall be designed

to treat the runoff for a 25-year frequency, 24-hour duration storm event to address flooding concerns. Moreover, development shall not reduce the flood storage capacity of the project so as to impact adjoining properties or degrade the quality of the receiving surface water body (St. Johns River); however, the developer may utilize compensating storage to achieve the intensity authorized in the development program provided that any proposed alteration to the 100-year floodplain or to isolated flood prone areas shall not adversely impact the drainage of adjacent properties or public drainage facilities consistent with the requirements of Future Land Use Policy 1.1.2.7 G and H.

F. Potable Water – Potable Water is available along Cox Road and along SR524 for use within the property. The construction of a water main extension will be required to serve the entire parcel and should be sized appropriately. A looped connection from S.R.524 to Road Cox will be required for reliability and fire flow as part of Phase 2. Water mains constructed within proposed rights of way will be dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by City staff in conjunction with Phase 2 design and development.

G. Sanitary Sewer – Sanitary sewer may be obtained via two options. Option 1 is to construct an internal private force main and lift station and connect to the proposed lift station being constructed by Brevard Robotics, Inc. and cost share certain expenses according to Force Main Reimbursement Agreement between City of Cocoa and Brevard Robotics, Inc. Option 2 is to construct a private force main to be located along north property line on S.R.524 and connect to the proposed force main at S.R.524 and Cox Road constructed by Brevard Robotics, Inc. Certain expenses and cost sharing would still be required to connect to the force main per the Force Main Reimbursement Agreement. All force mains constructed in the rights of way will be

dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by staff in conjunction with Phase 2 design and development.

H. Reclaimed Water – Reclaimed water is available along Cox Road. The construction of a reclaimed main extension will be required to serve the entire parcel and will be sized appropriately or shall be upsized in conjunction with Phase 2 development. Reclaimed water mains constructed within proposed rights of way will be dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by City staff in conjunction with Phase 2 design and development.

I. To meet the non-potable water use demands for Brevard Crossings, the Project shall use, in order of priority:

(1) reclaimed wastewater,

(2) treated stormwater,

(3) non-potable quality groundwater, or

(4) potable water.

unless unavailable or prohibited by the Florida Department of Environmental Protection, the SJRWMD, or other jurisdictional regulatory agency.

J. To minimize dependence on groundwater irrigation, plants listed in the Guide to Florida Friendly Landscaping published by the University of Florida shall be utilized as much as practicable throughout the site.

K. Portions of natural upland plant communities that are retained and maintained in their original state shall not be irrigated unless it becomes crucial to their survival nor shall non-native vegetation be introduced by the Site Developer or be allowed to become

established within such retained areas.

L. All structures within Phase 1 of the Project shall utilize Ultra Low Flush Toilets with an effective flush volume of 1.6 gallons/flush or lower and bathroom faucets shall have flow restrictors limiting flow to 0.6 GPM or less. All structures within Phase 2 of the Project shall utilize ultra-low volume water use plumbing fixtures, self-closing and/or metered water faucets, and other water conserving devices and/or methods. These Phase 2 devices and methods shall meet the criteria outlined in the water conservation plan of the public water supply permit issued to the City by the SJRWMD.

4. TRANSPORTATION

A. For purposes of the transportation conditions, the Development shall be divided into the following traffic phases:

Phase	Net New External PM Peak Hour Trips*			External PM Peak Hour Trips**		
	Total	Entering	Exiting	Total	Entering	Exiting
1	89	50	39	89	50	39
2 (cumulative)	638	226	412	824	308	516

*Includes new external trips only (after reducing for internal capture and pass-by trips).
**Includes new external trips, plus pass-by and diverted trips (but not internal capture).
"Phase 1" consists of the 600KSF Distribution Center.
"Phase 2" consists of all remaining development.

B. Only site-related improvements shall be required during Phase l of the Project as set forth in Section III.4.A. of this City Development Order. As used herein, the term "Site-related Improvements" shall have the same meaning this term has in the Brevard County Transportation Impact Fee Ordinance, see Sec. 62-805 of the Brevard County Code of Ordinances. The Developer or Site Developer shall be fully responsible for funding the cost of designing, engineering, permitting and constructing any Site-related Improvements. Site-related

Improvements shall not be eligible for transportation impact fee credits or mobility fee credits, if either transportation impact fees or mobility fees have been duly adopted and are applicable to new development in the City. Any funds spent by the Developer on Site-related Improvements shall not count toward satisfaction of the Developer's proportionate share of mitigation costs for SR 524.

C. At such time as a County or City Ordinance is effective that charges fees for the purpose of transportation mitigation or mobility, development within the Project shall be assessed the required fees at the duly enacted rates, which fees shall be payable in cash or through the assignment of impact fee credits that the Developer has available for use at the time an impact fee payment is due.

D. The City shall vest the Project for the development program as set forth in Section III.4.A. of this City Development Order (638 PM net new external peak hour trips on SR 524). It should be noted that the formerly approved Development Order vested the Brevard Crossings Regional Activity Center in Phase 1(a) for 806 PM net new external peak hour trips on SR 524). The cumulative net new external PM peak hour trips previously approved, via three phases, totaled 3,560 trips. Thus, any changes to the Cocoa Logistics and Business Center Development Program, consistent with the requirements set forth in this Development Order, prior to the issuance of any building permit for a structure that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 638, a written agreement among the Developer, the City and FDOT shall be required, as a condition precedent to issuance of said building permit, to address future phasing and funding of the S.R. 524 Improvements in a manner consistent with the applicable laws and regulations in effect at that time.

E. The Developer shall be responsible for SR 524 Improvements as required by FDOT or those improvements to SR 524 and or SR 524 and I-95 interchange requested by the Developer and approved by FDOT.

F. The Developer represents that an access road connecting to Cox Road is necessary for associate and customer ingress and egress to the development site after Phase 2 begins development. The access road shall be a public road which will be conveyed to the City upon completion. Furthermore, the Developer has requested a signalized intersection on Cox Road for the access road to the development site. The Developer shall be solely responsible for the costs to construct the access road and to signalize the Cox Road intersection with a mast arm and traffic signal in accordance with the design approved by the City.

i. Upon installation of the mast arm traffic signal and subject to the inspection and approval by the City, the City will assume responsibility for maintenance.

ii. The Developer shall adequately address vehicle and truck traffic in the design of the Cox Road access road to the satisfaction of the City, including but not limited to limiting ingress/egress from the Distribution Facility and future Warehousing Facility(ies) to SR 524 exclusively, thus restricting truck traffic from Cox Road. Traffic restrictions imposed on the Cox Road access road shall be posted with appropriate traffic control signage by the City and violations shall be subject to traffic citations issued by law enforcement. Further, restrictions shall include additional signage posted by the Developer to delineate dedicated truck only routes

within the overall development site to limit joint use by passenger vehicles and pedestrians to, from and within the mixed-use development (commercial/office/hotel) portion of the site.

iii. Only vehicles and trucks not exceeding Class 6 shall be permitted to utilize the Cox Road access road to exit from the development site and facility(ies). Design of the new Cox Road access road shall be in accordance with appropriate FDOT/AASHTO geometric design of truck routes and the requisite and appropriate FDOT/AASHTO pavement design for expected truck loading.

G. The original 2002 Development Order required reconstruction of Cox Road from SR 524 to SR 520 and the improvement of Cox Road, Lake Drive, and SR 520 intersection due to the anticipated volume of traffic related to the former development program.

i. The improvements of the Cox Road, Lake Drive and SR 520 intersection have already occurred since the adoption of the original 2002 Development Order.

ii. The parties acknowledge for purposes of this Development Order, Developer submitted to the City a Traffic Impact Analysis Report prepared by Kimley Horn, which was title "Citizen Kane Development Traffic Impact Analysis" and dated April 2016 ("2016 Traffic Report"). Prior to permitting and developing Phase 2, Developer shall update the 2016 Traffic Report so the City may evaluate and determine whether the traffic impacts generated from the Project, as of the date of the updated 2016 Traffic Report, are consistent with the findings

and conclusions contained in the 2016 Traffic Report. Prior to the issuance of any building permit for a structure in Phase 2 that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 147 on Cox Road, a written agreement among the Developer, the City and County shall be required, as a condition precedent to issuance of said building permit, to address future phasing and funding of Cox Road improvements in a manner consistent with the applicable laws and regulations in effect at that time.

iii. In the event Developer commences the permitting of any portion of Phase 2 before Phase 1 is completed and operational, the updated 2016 Traffic Report required in Paragraph G ii. above, shall be prepared six (6) months after the certificate of occupancy has been issued by the City for Phase 1. Prior to the issuance of any additional building permit or certificate of occupancy for a structure in Phase 2 that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 147 on Cox Road, a written agreement among the Developer, the City and County shall be required, as a condition precedent to issuance of said building permit or certificate of occupancy, to address future phasing and funding of Cox Road improvements in a manner consistent with the applicable laws and regulations in effect at that time.

H. As an integral part of site development within Cocoa Logistics and Business Center, each Site Developer shall comply with the Development Guidelines included

in Appendix A, Article XI, Section 20 of the City Code and the supplemental Development Guidelines that will be timely proposed by the Developer, in writing, for City staff review and comment after the Effective Date of this Development Order. Said Guidelines shall be subject to the final, written approval of the City Council. If there is a conflict between the Development Guidelines in Appendix A, Article XI, Section 20 of the City Code and the Development Guidelines subsequently approved pursuant to this City Development Order, the Development Guidelines subsequently approved shall prevail.

I. If the parties cannot reach agreement independently regarding any of the commitments specified in this City Development Order, or if so desired by the parties at any time, then the issues in dispute shall be submitted to voluntary mediation with a mutually agreeable mediator..

J. The Developer agrees to donate a one-acre parcel for the City's development for municipal purposes, such as a police sub-station, City Hall Annex, etc. (the "Municipal Services Parcel"). The donation of the site shall occur within 120 days following the Effective Date of this Development Order subject to reasonable closing extensions that may be mutually agreed upon to complete the conveyance of the Municipal Service Parcel to the City. The specific location of the Municipal Services Parcel shall be at the discretion of the Developer with generally having access to a primary road within the development site, and shall be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

K. The City acknowledges and agrees that it has an adequate supply of affordable and workforce housing and, therefore, the Project shall not be required to provide additional affordable or workforce housing.

SECTION V. LOCAL MONITORING

Compliance with the terms and conditions of this City Development Order shall be monitored through the provisions of the established review and approval process for development pursuant to the City's monitoring procedures. The City's Community Services Director, or his authorized designee, shall be the official responsible for monitoring compliance by the Developer with this City Development Order.

SECTION VI. RESTRICTIONS ON DOWN ZONING

This City Development Order shall not be subject to down zoning or intensity reduction unless the City can demonstrate that substantial changes in the conditions underlying the approval of this City Development Order have occurred, or that this City Development Order was based upon substantially inaccurate information provided by the Developer, or that the change is clearly established by the City to be essential to the public health, safety or welfare.

SECTION VII. APPLICABLE LAW AND LIMITATION OF REMEDIES

This City Development Order and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. The parties expressly agree that the consideration, in part, for each of them entering into this City Development Order is the willingness of the other to limit the remedies for all actions arising out of or in connection with this City Development Order.

A. Limitations on City's Remedies. Upon any failure by the Developer or a Site Developer to perform its obligations under this City Development Order, the City shall be limited strictly to only the following remedies:

1) action for specific performance; or

2) action for injunctive relief; or

3) the withholding of development permits and other approvals or permits from the

delinquent party; or

4) action for declaratory judgment regarding the rights and obligations of the parties; or

5) any combination of the foregoing.

In addition to the foregoing, nothing in this City Development Order prohibits or estops the City from exercising its power of eminent domain with respect to any portion of the Property, as the City may lawfully elect.

B. Limitations on Developer's or Site Developer's Remedies. Upon any failure by the City to perform its obligations under this City Development Order, the Developer or Site Developer shall be limited strictly to only the following remedies:

1) action for specific performance; or

2) action for injunctive relief; or

3) action for declaratory judgment regarding the rights and obligations of the parties; or

4) any combination of the foregoing.

The parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this City Development Order by the other. The parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this City Development Order. Venue for any actions initiated under or in connection with this City Development Order shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida.

SECTION VIII. RECORDING AND BINDING EFFECT

This City Development Order or any subsequent modification of this City Development Order shall be recorded by the City in accordance with Section 28.222, Florida Statutes, with the Clerk of the Circuit Court for Brevard County, Florida, at the City's expense, within 10 days following

the Effective Date as defined in Section XI.C. This City Development Order shall run with the Property and shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Developer.

SECTION IX. DEVELOPER'S CONSENT

The Developer, by executing this City Development Order, acknowledges that this City Development Order and the conditions of approval contained herein apply to and control all further development of the Property.

SECTION X. EFFECT OF CITY DEVELOPMENT ORDER

Upon recordation as set forth in Section VIII, this City Development Order shall supersede all previous DRI Development Orders, Corrections, and Amendments thereto, specifically including the Original City Development Order, Original Development Order recorded at OR Book 4557, Page 0001, the First Amended Development Order recorded at OR Book 4915, Page 1837, the Second Amended Development Order recorded at OR Book 5167, Page 2408, the Third Amended Development Order recorded at OR Book 5788, Page 8883, and the City of Cocoa Development Order For Brevard Crossings recorded at OR Book 6269, Page 1528, all of the Public Records of Brevard County, Florida. This City Development Order governs all conditions and requirements for development of the Property.

SECTION XI. MISCELLANEOUS

A. Further Documentation. The parties agree that at any time following a request therefor by the other party, each of the parties shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of the parties hereunder and the consummation of the transactions contemplated hereby.

B. Counterparts. This City Development Order may be executed in counterparts,

each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

C. Effective Date; Termination. The effective date of this City Development Order (the "Effective Date") between the parties shall be the later of (i) the last one of the parties has properly executed this City Development Order as determined by the date set forth immediately below their respective signatures, and (ii) Developer has purchased the entire Property. If Developer fails to close on the purchase of the entire Property within one (1) year from the date that this Development Order is approved by the City Council, this Development Order shall automatically be deemed null and void and of no force and effect. The Developer shall periodically keep the City advised as to the status of the closing and shall be required to notify the City, in writing, of the occurrence of the closing within twenty-four hours of the closing.

D. Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit application or request subsequent to the Effective Date of this City Development Order under the terms hereof or pursuant to any duly adopted City Ordinance. The failure of this City Development Order to address any particular City, County, State and/or Federal permit, condition, term, or restriction shall not relieve the Developer or the City of the necessity of complying with the law governing said permitting requirements, condition, term, or restriction.

E. Sovereign Immunity. Nothing contained in this City Development Order shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or any other limitation on the City's potential liability under applicable State or Federal law.

F. City's Police Power. The Developer agrees and acknowledges that the City hereby

reserves all police powers granted to the City by law. In no way shall this City Development Order be construed as bargaining away or surrendering its police powers.

G. Rendition of Development Order. Notwithstanding the conditional Effective Date as defined in Section XI.C., this Development Order shall be deemed rendered and declared a final written decision of the City on the date that this Development Order is approved by the City Council at a public meeting.

ADOPTED THIS _____DAY OF MARCH, 2017 BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA.

CITY OF COCOA, FLORIDA

_____
Henry U. Parrish, III
Mayor

ATTEST:

_____
Carie Shealy, CCM
City Clerk

For the use and reliance of the City of Cocoa only.
Approved as to form and legal sufficiency.

_____
Anthony A. Garganese, City Attorney

WAL-MART STORES EAST, LP.

WITNESSES:

By: _____

_____
Print Name: _____

Print Name: _____
Its: Authorized Signatory

Date: _____

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____day of _____, 2017 by _____, as Authorized Signatory of WAL-MART STORES EAST, LP, a Delaware limited liability company. He is ___ personally known to me, or has produced the following identification _____.

_____
Notary Public
Commission Expires: _____

Exhibit “A”

LEGAL DESCRIPTION

A parcel of land lying in the East 1/2 of the Southwest 1/4, the Southeast 1/4 and the Northeast 1/4 of Section 23, Township 24 South, Range 35 East, all lying southerly of State Road No. 524, a 200.00 foot wide right-of-way per Right-of-Way Map Section 70220-2402; being a portion of the lands as described in O.R. Book 1382, Page 0044 which lie westerly of the East 486.00 feet of said Southeast 1/4 and of said Northeast 1/4, and all of the lands as described in O.R. Book 1390, Page 1010, O.R. Book 1397, Page 0476, O.R. Book 1446, Page 0565, O.R. Book 2074, Page 0321, O.R. Book 3577, Page 2205, O.R. Book 3499, Page 4221 and O.R. Book 4091, Page 2774, all as recorded in the Public Records of Brevard County, Florida; together with a parcel of land lying in the Northeast 1/4 and the Northwest 1/4 of Section 26, Township 24 South, Range 35 East, being all those lands as described in O.R. Book 1849, Page 0491, O.R. Book 2890, Page 0258, O.R. Book 3455, Page 4431, O.R. Book 3633, Page 4027, O.R. Book 3945, Page 0045 and a portion of those lands as described in O.R. Book 3034, Page 4427, all being recorded in said Public Records; said overall parcel being more, fully described as follows:

Commence at the southeast corner of said Southeast 1/4 corner of Section 23; thence S.89°56'20”W., along the south line of said Southeast 1/4, a distance of 885.00 feet to the northeast corner of said lands per O.R. Book 3945, Page 0045 and to the Point-of-Beginning of the lands herein described; thence S.00°17'58”W., along the east line of said lands per O.R. Book 3945, Page 0045 and parallel with the east line of said Northeast 1/4 of Section 26, a distance of 265.61 feet to a point 66.00 feet north, by right angle measure, of the fifth (5th) course of said lands per O.R. Book 3945, Page 0045; thence N.89°56'20”E., parallel with said fifth (5th) course, a distance of 840.00 feet to the west right-of way line of the 45.00 foot wide right-of-way of Cox Road as described in O.R. Book 0587, Page 0595 of said Public Records; thence S.00°17'58”W., along said west right-of-way line, a distance of 66.00 feet to an intersection with the easterly projection of the fifth (5th) course of said lands as described per O.R. Book 3945, Page 0045; thence departing said west right-of-way line, S.89°56'20”W., along said easterly projection, a distance of 618.11 feet to the east line of the Northwest 1/4 of the Northeast 1/4 of said Northeast 1/4 of Section 26 and to said east line of the lands per O.R. Book 3945, Page 0045; thence S.00°19'45”W., along said east lines, a distance of 331.62 feet to the south line of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and of said lands per O.R. Book 3945, Page 0045; thence S.89°56'21”W., along said south lines, a distance of 663.28 feet to the east line of the South 1/2 of the Northwest 1/4 of said Northeast 1/4 of Section 26 and of the said lands described per O.R. Book 1849, Page 0491; thence S.00°21'33”W., along said east lines, a distance of 663.23 feet to the south line of said South 1/2 and of said lands per O.R. Book 1849, Page 0491; thence S.89°56'22”W., along said south lines and along the south line of said lands described per O.R. Book 2890, Page 0258, a distance of 1327.25 feet to the east line of said Northwest 1/4 of Section 26 and of said lands described per O.R. Book 3633, Page 4027; thence S.00°25'07”W., along said east lines, a distance of 611.43 feet to the south line of said lands per O.R. Book 3633, Page 4027; thence S.89°56'25”W., along said south line, a distance

of 1258.55 feet to the easterly right-of-way line of a 60.00 foot wide right-of-way per O.R. Book 1531, Page 0691 and O.R. Book 1531, Page 0693 of. said Public Records and the westerly line of said lands per O.R. Book 3633, Page 4027; thence along said easterly right-of-way line and said westerly line of said lands per O.R. Book 3633, Page 4027 the following three (3) courses to wit; N.30°14'02”W., a distance of 34.29 feet to a point-of-curvature of a 120.00 foot radius circular curve concave to the east; Northerly, along an arc of said curve, through a central angle of 30°40'13”, an arc distance of 64.24 feet to a point-of-tangency; N.00°26'11”E., a distance of 1858.02 feet to the south line of said Southwest 1/4 of Section 23; thence N.89°33'59”W., along said south line of the Southwest 1/4, a distance of 5.00 feet to the east right-of-way line of a 50.00 foot wide service road (a.k.a. Tract 4126) as shown on said Map Section 70220-2402 and to the west line of said lands per O.R. Book 3499, Page 4221; thence N.00°24'30”E., along said east right-of-way line and said west of the lands per O.R. Book 3499, Page 4221, a distance of 795.86 feet to the southerly right-of-way line of said State Road No. 524; thence N.53°28'30”E., along said southerly right-of-way line and the northerly lines of said lands as described in O.R. Book 3499, Page 4221, O.R. Book 1446, Page 0565, O.R. Book 1382, Page 0044, O.R. Book 3577, Page 2205, O.R. Book 2074, Page 0321, O.R. Book 1390, Page 1010, O.R. Book 4091, Page 2774 and O.R. Book 1397, Page 0476, a combined distance of 4322.62 feet to the west line of said East 486.00 feet of the Northeast 1/4 of Section 23; thence S.00°17'16”W., along said west line of the East 486.00 feet, a distance of 718.66 feet to the north line of said Southeast 1/4 of Section 23; thence S.00°16'36”W., along the west line of said East 486.00 feet of the Southeast 1/4, a distance of 2391.43 feet to the westerly projection of the north line of the 66.00 foot wide right-of-way of Pine Tree Place as described in O.R. Book 2568, Page 2856 of said Public Records; thence departing said west line of the East 486.00 feet of the Southeast 1/4 N.89°56'20”E., along said westerly projection and parallel with said south line of the Southeast 1/4, a distance of 398.89 feet to the northerly projection of said east of the lands per O.R. Book 3945, Page 0045; thence departing said westerly projection, S.00°17'58”W., along said northerly projection, a distance of 266.00 feet to the Point-of-Beginning.

Containing 271.31 acres (11,818,228.82 square feet), more or less, and being subject to restrictions, limitations, easements and/or any other rights-of-way of record.

Exhibit “B”

MASTER DEVELOPMENT PLAN

Exhibit "C"

CONVERSION TABLE

TO	FROM			
	Hotel	Office (KSF)	Industrial (KSF)	Retail (KSF)
Hotel (RM)	**1.000**	.867	1.923	4.881
Office (KSF)	0.259	**1.000**	0.497	1.262
Industrial (KSF)	0.520	.011	**1.000**	.538
Retail (KSF)	0.205	0.792	0.394	**1.000**

Based on equivalent PM peak hour peak direction trips.

Example Application:

200 KSF Office to Hotel = 200 x 3.867 = 733 rooms

Legislation Details (With Text)

File #:	17-113	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	3/6/2017			**In control:**	City Council
On agenda:	3/14/2017			**Final action:**	
Title:	Approve the renewal of the multi-year Financial Advisory Agreement with Dunlap & Associates, Inc., for financial advisory services. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Dunlap and Associates March 9-2012				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 6, 2017
Agenda Date: March 14, 2017
Prepared By: Anne Quesada, Accounting Manager
Through: Teri Butler, CGFO, Finance Director
Requested Action:
Approve the renewal of the multi-year Financial Advisory Agreement with Dunlap & Associates, Inc., for financial advisory services

BACKGROUND:

In October 2011, the City of Cocoa distributed a Request for Proposal (RFP) for financial advisory services. Three firms submitted bids, with Dunlap & Associates, Inc., providing the lowest bid. At the December 13, 2011 Council meeting, Cocoa City Council ranked Dunlap & Associates, Inc., as the number one ranked firm and authorized the City Manager or designee to negotiate a contract. A contract was entered into on March 9, 2012 for the term of five (5) years with an option for an additional two (2) five (5)-year renewals by mutual consent of the parties. Dunlap & Associates, Inc., has indicated their willingness to renew the contract under the same terms and conditions.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

No budgetary impact unless services are requested.

PREVIOUS ACTION:

On February 14, 2012, City Council approved the multi-year Financial Advisory Agreement with Dunlap & Associates, Inc. for financial consulting services.

RECOMMENDED MOTION:

Approve the renewal of the multi-year Financial Advisory Agreement with Dunlap & Associates, Inc., for financial advisory services

FINANCIAL ADVISORY AGREEMENT

This Agreement, made and entered into on this 9 day of Mar., 2012, by and between the **CITY OF COCOA, FLORIDA** (hereinafter called the "City") and **DUNLAP AND ASSOCIATES, INC** (hereinafter called the "Contractor").

I. PURPOSE

WHEREAS, the Contractor is engaged in providing financial advisory services to municipalities and counties and has the experience and skill in municipal financing and can provide consulting services relating to planning, preparing and marketing tax-exempt bond and note issues; and

WHEREAS, the Contractor has indicated it's desire to serve as the City's financial advisor in connection with the proposed issuance of bonds, notes, certificates or other appropriate financial instruments for capital improvement programs or capital acquisition authorized by the City; and

WHEREAS, the City is desirous of retaining services of the Contractor as financial advisor in connection with the review, evaluation and analysis of various planning and financing alternatives with respect to the City's capital programs and operational plans and is desirous of using the Contractor to implement certain future financing; and

WHEREAS, the Contractor represents that it is capable of providing such necessary financial consulting services and investment management services and is willing to provide them from time to time as required by the City; and

WHEREAS, the City is a corporate body politic of the State of Florida and is authorized to enter into professional agreements in order to implement financing for the City.

II. Scope of Services

A. **Debt Issue Development and Sales Service**. The financial advisor will be expected to perform the following services for debt offerings or issues when authorized by the City.

1. **Planning and Development**

a. Research and advise on aspects of tax exemption and arbitrage in cooperation with the city attorney and bond counsel. Assist in obtaining Internal Revenue Service rulings deemed necessary.

b. Review preliminary feasibility studies in cooperation with the City, its officials and administrative staff, attorney, bond attorneys, accountants, architects and engineers, as requested by the City. These studies outline the project, its costs, funding alternatives and sources, existing debt, future financing and cash flow considerations.

c. Analyze financing requirements to determine whether the needs of the City are best met by competitive or negotiated, temporary or long-term bonds, or other forms of financing.

d. Review existing capital plans. Assist in the development of cashflows and debt service projections. Analyze the Client's debt capacity and relative risk. Develop and provide a financing plan.

e. Analyze the proposed financing including funding alternatives to determine methods of strengthening marketability, recommend the best method of marketing consistent with current economic and market conditions and increasingly stringent rating agency criteria.

f. Consult with established rating agencies with regard to proposed financing and assist the city in obtaining the most favorable rating possible by directing preparation of appropriate information and by accompanying city representatives in meeting with rating agencies. Includes analysis of city credit rating with reference to standards, national trends, etc., and advise on measures to be taken to improve ratings.

g. Act as liaison with bond counsel and coordinate the work of other professionals providing information in connection with the proposed financing.

h. Provide assistance in soliciting proposals and in making recommendations concerning registration and paying agent selection decisions.

i. Meet with the Mayor and Council members, and city staff as required.

j. Review all current financing and, if appropriate, recommend refinancing options.

k. Assist staff in preparation of special studies, financial forecasts, etc., as may be required.

2. **Marketing**:

a. Advise on the appropriate terms and conditions of the sale, such as maturity scheduling and other requirements (i.e., discount, par, premium, net interest costs, true interest costs, etc.). In conjunction with the foregoing, consult with the City and advise bond counsel concerning necessary covenants, and advise on advantageous features such as parity provisions, reserve requirements, sinking fund payments and redemption provisions.

b. Advise on the timing of the bond sale, taking into consideration such factors as changing economic conditions, current and projected market trends, other regional bond offerings and convenience to the City.

c. Coordinate with bond counsel the preparation of amendments, and distribute the necessary contracts, authorizing resolutions/ordinances and other documents involved in the sale.

d. Prepare an official statement on behalf of the City and with the cooperation of the City. Advise the City on full disclosure requirements and conformance to suggested guidelines. Coordinate, review and revise with city staff and bond counsel. The official statement shall be subject to final review and revision by the City.

e. Assist in publicizing the issue with an official statement, notice of sale, bid forms and such other means necessary and advisable to develop nationwide public and institutional interest. The official statement will be distributed to potential investors and purchasers of the jurisdiction's securities across the nation. Those lead underwriters, who are most likely to be syndicate managers, will be personally contacted.

f. Advertise the bond sale in nationally-prominent financial publications as may be appropriate to the sale in addition to coordinating local publication requirements.

g. Conduct information meetings as necessary and desirable with the investment community including investment bankers (dealers and dealer banks) and institutional investors (banks, bank holding companies and insurance companies) to establish bidding interest on this offering.

h. Prepare a timetable of events leading to the sale and delivery of an offering.

i. Attend the bid opening to assist with the evaluation of bids and advise on the acceptability of the best bid.

3. **Bond Closing**:

a. Direct, coordinate and supervise bond closing details, including bond proofing, printing and delivery in the shortest possible time frame.

b. If requested by the City, the advisor will furnish prompt recommendations for the investment of bond proceeds to maximize earnings.

c. Direct, coordinate and supervise organization of the transcript and provide the City with bond and interest records showing required semi-annual payments and other useful information.

d. Solicit bids on investment of idle funds, if necessary.

e. Following the closing of a transaction, the advisor will make a principal of the firm available to meet with the City to critique the transaction and to determine what, if any, service changes should be made to effect future quality and procedural improvements or changes.

B. **Work Product**: The advisor will be expected to provide the following work products for each debt offering unless specific arrangements are made for one or more of these products to be supplied by others.

1. Presale analysis;
2. Offering statement;
3. Three bound volumes of bond issue proceedings and closing documents;
4. Post-sale analysis, and;
5. Such other analysis, including analysis of funding alternatives, cash flow projections and materials necessary for financial planning and bond sale purposes.

In addition to the above mentioned services, we advise on the following:

1. **Arbitrage Rebate**

   Assist the Client in meeting arbitrage regulations, including preparation of arbitrage rebate calculations.

2. **Quarterly Meetings**

   Consultant, in addition to the quarterly meetings, will attend periodic meetings as requested by City for general items that may not result in a bond financing and also meetings in relation to asset management services.

3. **Structuring Public/Private Partnerships**

   Dunlap & Associates will advise the City on how to responsibly and effectively leverage their scarce resources with those of the private sector to accomplish objectives otherwise financially unattainable.

4. **Financial Sustainability Planning**

   With assistance from the City, Dunlap & Associates can provide a comprehensive overview and evaluation of outstanding debt, operating budgets, capital improvement plans, outsourcing contracts, and other pertinent financial and operational information to ascertain ways to reduce expenses and enhance revenues moving forward.

5. **Privatizing Municipal Services**

   Dunlap & Associates can assist in the development of a Managed Competition Program, including the preparation of appropriate solicitation materials, the evaluation of proposals and negotiations with preferred vendors.

III. COMPENSATION

In return for the faithful performance by the Contractor of the services provided in accordance with the terms and conditions of this Agreement, the City agrees to pay the Contractor as follows:

In the event that bonds are sold (including pooled loan programs or bank borrowing for capital improvement financing), the City agrees to pay the Contractor for each Series as follows:

$.90/$1,000 for the first $10 million of issue
$.75/$1,000 for the next $10 million of issue
$.50/$1,000 for amounts in excess of $20 million

NOTE: A minimum fee on Bonds is $17,500.
A minimum fee on Bank Loans is $15,000.

Variable rate financing, the same fee schedule will apply; however, for swap advisory services, please see below.

Compensation on a time and expense basis, for non-bond related services, Dunlap & Associates, Inc.'s hourly fee schedule, plus out-of-pocket expenses is as follows:

Position	Rate per Hour
Senior Vice President and Above	$150.00
Vice President	$125.00

Acceptance or rejections of bid prices for said securities shall be at the sole discretion of the City. The City agrees to reimburse the Contractor for their reasonable expenses of the bond issue incurred on behalf of the City, said expenses at all time to be subject to approval of the City.

Contractor agrees that the compensation earned above shall be the sole compensation the Contractor shall receive, either directly or indirectly, for the services provided in accordance with this Agreement. Contractor shall not earn a commission, profit, gain or any other remuneration for any transaction or other activity connected to the services provided in accordance with this Agreement, including, without limitation, the sale of securities to the City for a profit.

IV. TERM OF CONTRACT/TERMINATION

This agreement shall be for an initial term of five (5) years with an additional two (2) five (5) year renewals. This agreement may be amended in whole or by mutual consent of the parties.

V. CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the City in writing by certified mail of all potential conflicts of interest by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of the work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor.

The City agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, at their option, enter into said association, interest or circumstance and it shall be

deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Agreement.

VI. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

AS TO COCOA, FLORIDA:

City of Cocoa City Manager
65 Stone Street
Cocoa, FL 32922

WITH A COPY TO:

City of Cocoa City Attorney
111 N. Orange Avenue, Suite 2000
P.O. Box 2873
Orlando, FL 32802-2873

AS TO CONTRACTOR:

Dunlap & Associates, Inc
1146 Keyes Avenue
Winter Park, FL 32789

Unless written notice of a change of address is given pursuant to the provision of this paragraph.

IN WITNESS WHEREOF, and intending to legally bound hereby, the parties cause this Agreement to be executed and attested to by their respective authorized officials each having affixed their corporate seals hereto on the dates indicated below.

ATTEST:

CITY COUNCIL
CITY OF COCOA, FLORIDA

Joan Clark
CITY CLERK

Michael C. Blake
MICHAEL C. BLAKE, MAYOR

DATE: 2/14/2012

ATTEST:

DUNLAP & ASSOCIATES, INC

BY: Craig Dunlap

DATE: 3/9/12

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

jclark@cocoafl.org

(321) 433-8488 – phone
(321) 433-8455 - facsimile

February 15, 2012

Dunlap & Associates, Inc.
1146 Keyes Avenue
Winter Park, FL 32789

Re: Financial Advisory Agreement between the City of Cocoa and Dunlap & Associates, Inc.

Dear Sir:

I have enclosed two original agreements, referenced above, as approved and executed by the City of Cocoa on February 14, 2012. It is requested that one fully executed agreement be returned to my attention. You may retain one original for your files.

If you have any questions or require additional information, please feel free to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

c: Micki Abdi, Finance Director
Tammy Eastburn, Finance

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WHEREAS, the Contractor has indicated it's desire to serve as the City's financial advisor in connection with the proposed issuance of bonds, notes, certificates or other appropriate financial instruments for capital improvement programs or capital acquisition authorized by the City; and

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P.O. Box 2873
Orlando, FL 32802-2873

AS TO CONTRACTOR:

Dunlap & Associates, Inc
1146 Keyes Avenue
Winter Park, FL 32789

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IN WITNESS WHEREOF, and intending to legally bound hereby, the parties cause this Agreement to be executed and attested to by their respective authorized officials each having affixed their corporate seals hereto on the dates indicated below.

ATTEST:

CITY COUNCIL
CITY OF COCOA, FLORIDA

Joan Clark
CITY CLERK

Michael C. Blake
MICHAEL C. BLAKE, MAYOR

DATE: 2/14/2012

ATTEST:

DUNLAP & ASSOCIATES, INC

BY: _____

DATE: _____