City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, March 11, 2020

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 20-143 Approve the Agenda for the Regular meeting of March 11, 2020, as presented or with amendments.

Attachments: 03-11-2020 Short Agenda ADA.pdf

MINUTES:

II.2(a) 20-144 Approve the Minutes of the Regular meeting of January 8, 2020, as written or with amendments.

Attachments: 01-08-2020 Minutes ADA.pdf

Exhibit A-Presentation on Homelessness.pdf

Exhibit B- Councilmember Koss RESPONSE TO HARVEY DEMAND LETTER.p

II.2(b) 20-145 Approve the Minutes of the Special meeting of January 30, 2020, as written or with amendments.

Attachments: 01-30-2020 Minutes ADA.pdf

III. AWARDS AND PRESENTATIONS:

III.1 20-146 Presentation to Councilmember Warner for her completion of the Florida League of Cities Institute for Elected Municipal Officials IV (IEMO IV). (Mayor Williams)

Attachments: IEMO IV Certificate.pdf

IEMO IV letters.pdf

III.2 20-147 Presentation by Dr. Ben Brotemarkle of the Florida Historical Society related to the Brevard Museum of History and Natural Science. (Councilmember Koss)

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. REPORTS:

VI. CONSENT AGENDA:

VII. PUBLIC HEARINGS:

VIII. COUNCIL BUSINESS:

VIII.1 20-150 Consideration of a Donation Application for Cocoa Youth Athletics "Building Tiger Nation" project in the amount of $1,000. (Administrative Services Director)

Attachments: Cocoa Youth Athletics Donation App.pdf
FY 2019 After Action Statements.pdf

IX. CITY BUSINESS:

IX.1 20-107 Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Cocoa Beach to Provide Water Service to Cocoa Beach Customers. (Utilities Director)

Attachments: Water Agreement - CB Signed.pdf

IX.2 20-118 Approve a Second Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC and its successors to extend various permitting deadlines and to allow for certain tree removal activities prior to site plan approval, provided that certain security is provided to the City. (Community Services Director)

Attachments: Cocoa Grand - request for DA extension.pdf
Second Addendum to 2075 W King Street Development Agreement - Cocoa Gr
Exhibit B - Tree Survey 2-21-20.pdf
Exhibit C - Location of Silt Fence.pdf
Exhibit D - Development Agreement - 2075 W. King Street Land Trust (recordec
Exhibit E - Addendum to Binding DA - RECORDED.pdf

IX.3 20-140 Approval to apply for a Florida Inland Navigation District (FIND) Grant for two important projects along the waterfront: reconstruction of the boat ramps at Lee Wenner Park and dredge the waterfront area at the boat ramps, the T-Dock, and day slips. (Community Services Director)

Attachments: WAP Application Part 2 2020.pdf
WAP Application Part 1 2020.pdf
FIND Resolution- Boat Ramps.docx
FIND Resolution- Dredging and Navigational Markers.docx

IX.4 20-83 Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Cape Canaveral to Identify and Share Common Costs Associated with the Design, Permitting, Bidding, and Installation of the Cocoa Utilities Project and Cape Canaveral Thurm Boulevard Project under a Unified Joint Project. (Utilities Director)

Attachments: Interlocal Agreement - Thurm Blvd Project.pdf
Cocoa Utilities Project.pdf

IX.5 20-142 Review the obligation contained in the Lakeside Palms West Binding Development Agreement, dated February 11, 2019, recorded in Brevard County Official Records Book 8384, Page 2900, to obtain final site plan, floodplain development permit and preliminary subdivision approval within 12 months of the Effective Date and provide direction regarding a possible extension of the deadline or declaration of default. (Community Services Director)

Attachments: Request for DA Extension (revised) 2-28-20.pdf
Binding Development Agreement - RECORDED.pdf

MULTI-YEAR CONTRACTS:

X. INFORMATIONAL AGENDA:

X.1 20-136 City Council's performance evaluation of City Manager from November 2018 to December 2019. No action required. (City Manager)

Attachments: City Manager FY18-19 Performance Memorandum Overview (20200121).pdf
City Manager FY2020 Goals and Objectives (20190117)a.pdf
Mayor Williams FY18-19 Evaluation.pdf
Deputy Mayor Goins City Manager FY18-19 Evaluation.pdf
Councilmember Warner City Manager FY18-19 Evaluation.pdf
Councilmember Boisvert City Manager FY-19 Evaluation.pdf
Councilmember Koss City Manager FY18-19 Evaluation.pdf
City Manager FY18-19 Self Evaluation.pdf

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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This agenda is posted on the Municipal Bulletin Board and at the Central Brevard Library and Reference Center in Cocoa for public review. This is a public meeting. All interested parties may attend. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

Legislation Details (With Text)

File #:	20-143	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	2/28/2020			**In control:**	City Council
On agenda:	3/11/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of March 11, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-11-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 28, 2020
Agenda Date: March 11, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of March 11, 2020, 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 11, 2020, as presented or with amendments.

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Agenda[1]
City of Cocoa
Regular Meeting of The City Council

Date: March 11, 2020
Time: 6:00 p.m.
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call

II. Approval Of Agenda And Minutes:

1. Agenda: Regular Meeting of March 11, 2020 (20-143)

2. Minutes: Regular Meeting of January 8, 2020 (20-144)
Special Meeting of January 30, 2020 (20-145)

III. Awards and Presentations:

1. Presentation to Councilmember Warner for her completion of the Florida League of Cities Institute for Elected Municipal Officials IV (IEMO IV). (20-146). (Mayor Williams)

2. Presentation by Ben Brotemarckle with the Brevard Museum of History and Natural Science. (20-147). (Councilmember Koss)

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*

[1] Item IX.5 was added after the Agenda was originally published

Public Hearing items), may address the City Council under Delegations by filling out a speaker card.

Speaker cards are located in the Council Chamber lobby 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. Reports:

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

VI. Consent Agenda:

None.

VII. Public Hearings:

None.

VIII. Council Business:

1. Consideration of a Donation Application for Cocoa Youth Athletics "Building Tiger Nation" project in the amount of $1,000. (20-150). (Administrative Services Director)

IX. City Business:

1. Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Cocoa Beach to Provide Water Service to Cocoa Beach Customers. (20-107). (Utilities Director)

2. Approve a Second Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC and its successors to extend various permitting deadlines and to allow for certain tree removal activities prior to site plan approval, provided that certain security is provided to the City. (20-118). (Community Services Director)

3. Approval to apply for a Florida Inland Navigation District (FIND) Grant for two important projects along the waterfront: reconstruction of the boat ramps at Lee Wenner Park and dredge the waterfront area at the boat ramps, the T-Dock, and day slips. (20-140). (Community Services Director)

4. Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Cape Canaveral to Identify and Share Common Costs Associated with the Design, Permitting, Bidding, and Installation of the Cocoa Utilities Project and Cape Canaveral Thurm Boulevard Project under a Unified Joint Project. (20-83). (Utilities Director)

5. Review the obligation contained in the Lakeside Palms West Binding Development Agreement, dated February 11, 2019, recorded in Brevard County Official Records Book 8384, Page 2900, to obtain final site plan, floodplain development permit and preliminary subdivision approval within 12 months of the Effective Date and provide direction regarding a possible extension of the deadline or declaration of default. (20-142). (Community Services Director)

Multi-Year Contracts:

X. Informational Agenda:

1. City Council's performance evaluation of City Manager from November 2018 to December 2019. No action required. (20-136). (City Manager)

XI. Adjournment:

XII. Notice To The Public:

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Type:	Minutes			**Status:**	Minutes
File created:	2/28/2020			**In control:**	City Council
On agenda:	3/11/2020			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of January 8, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-08-2020 Minutes ADA.pdf Exhibit A-Presentation on Homelessness.pdf Exhibit B- Councilmember Koss RESPONSE TO HARVEY DEMAND LETTER.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 28, 2020
Agenda Date: March 11, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of January 8, 2020, as written or with amendmentsr text here

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 of the Regular meeting of January 8, 2020, as written or with amendments

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MINUTES
City of Cocoa
Regular Meeting of The City Council

January 8, 2020

A Regular City Council Meeting was held on Wednesday, January 8, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 6:00 p.m.

Chief Lamm provided the invocation and Deputy Mayor Goins led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Alex Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	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; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Deputy Community Services Director; Jeremy Ondo, Cocoa Police Lieutenant; and Jason McCuen, Helpdesk Support Tech.

II. Approval Of Agenda And Minutes:

1. Agenda: Regular Meeting of January 8, 2020 (19-663)

2. Minutes: (a) District 4 Town Hall Meeting on October 15, 2019 (19-655)
(b) Regular Meeting of October 23, 2019 (19-610)
(c) Marijuana Possession & Dispensary Workshop of October 29, 2019 (20-4)
(d) Utilities Workshop on November 5, 2019 (19-649)
(e) Special City Council Meeting on November 22, 2019 (19-662)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the agenda as presented for the Regular meeting of January 8, 2020.**

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AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Minutes as noted above, with the following amendment to the Minutes of the District 4 Town Hall Meeting on October 15, 2020. Page 2, the name of the Cambridge Elementary School Principal is notated wrong. The correct name is Gina Tagye.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation: Cocoa Village Playhouse. (19-664). (Dr. Stacia Hawkins-Smith)

Dr. Hawkins-Smith announced that this was the Cocoa Village Playhouse's thirtieth season and she was proud because ticket sales were up. They were currently in rehearsals for "Sound of Music" which opens on January 31, 2020. She provided brochures and mentioned that this weekend "Hot Pink, with Music from the Beatles" would be playing and Sunday is the Florida State Musician Contest with Magic Dove Musician Shop. She spoke about the Playhouse's new project called "Expanding the Dream". This project has a $2.5 million dollar budget and she stated what they had raised thus far.

In closing, she mentioned that if anyone would like a tour, they would be happy to accommodate them.

Council thanked her for the update. She thanked everyone for their support.

2. Presentation regarding homelessness. (20-1). (Thomas Rebman)

Mr. Thomas Rebman provided a presentation entitled “Reducing Homelessness in Brevard County”[1]. He mentioned that he lived homeless in thirteen cities after taking a break from teaching and this information was a result of five years of extensive research. He is an educator and all of the information is based on facts.

Information from the LEAD Brevard Class of 2017 was discussed in detail and he pointed out that this is a topic that can be polarizing. The path to permanent housing is challenging, and there is not one solution.

Mr. Rebman stressed that a community driven plan needs to be done.

He further pointed out that there are no shelters in Brevard County for single woman, single men, and couples with no children. There are a few for a family with children. There are many resources for single women with children which is a blessing.

In closing, he stated that what was needed was for one or two representatives from each city to come up with a plan on how to increase services without spending government dollars. The City of Palm Bay has had workshops regarding homelessness and have invited others to come and provide information. He requested that Cocoa do the same.

Lastly, he asked the City to get behind a plan whether countywide or within the City.

3. Proclamation: Brevard Kennel Club. (20-2). (Councilmember Warner)

Councilmember Warner read the proclamation into the record and presented it to those in attendance from the Brevard Kennel Club. She also presented a plaque with the help of Chief Cantaloupe to the Brevard Kennel Club in appreciation of their support to the K9 Competition hosted by the Cocoa Police Department and pointed out that without their sponsorship the competition would not be possible.

[1] EXHIBIT A: Reducing Homelessness in Brevard County

III. Delegations:

Jeri Blanco, 2106 Ivy Drive, Cocoa, spoke about the December 11, 2019 regarding Item VII.6 under Council business. There were some remarks and accusations made by Councilmember Koss to the Chairman of the Board for BACRAP, who is Port Commissioner Bob Harvey. It was an attempt to discredit the non-profit. She asked that Councilmember Koss make a formal apology and read excerpts from City Council Rules of Procedure.

Larry Sinclair, 1052 Mitchell Street, Cocoa, advised that since time has been limited to three minutes a copy of this statement would be available on Facebook. He stated that the Mayor and Councilmember Koss called him out by name and he spoke about the comments regarding BACRAP at the December 11, 2019 meeting. He further stated that the comment was made that Mr. Sinclair did not change Broadmoor Acres, but the Mayor did.

Mayor Williams stated that he should address the Council as a whole, not individually. Mayor Williams asked for Mr. Sinclair to be removed and Attorney Garganese asked Mr. Sinclair to address the Council as a whole as well.

Mr. Sinclair stated that this Council has accused him of fraudulent mortgages and the public records of Council on December 11, 2019 accused him and an organization that he founded of illegal activity, unjust and illegal mortgages, and accused him of doing contracts for deeds which has never been done nor has BACRAP.

Sam Clayborn, Cocoa Youth Athletics Corporation wanted to applaud the Council for all of the work that they have done and presented them a plaque on behalf of the leage for their support. Mr. Clayborn further thanked Mr. Fuhrer and Deputy Mayor Goins for their help with the updates to Stradley Park. The donated funds opened up many doors for the youth of Cocoa. They had an outstanding football season and hoped that it would continue in the future. Board members were in attendance as well.

Rev. Johnnie Dennis, 3710 Catalina Drive, Cocoa, Florida, thanked Councilmember Warner for correcting him as his recently submitted petition was on the wrong letterhead. He spoke about the intent of the Police Community Relations Advisory Board and that it was to “police the police”. The board is useless if it is filled with former police.

In response, Mayor Williams mentioned Kevin McCann who was his appointment was no longer eligible to serve on the board. Rev. Dennis stated that they needed to think about removing anyone else who was an ex-police officer from the board.

Mayor Williams added that this his eligibility was brought to his attention at the last meeting and there had been action taken. Attorney Garganese advised that the board could reconsider the action or any recommendation that they provided. The Mayor would need to reappoint since Mr. McCann was his original appointment.

Sudhir Kotecha, 1430 Dixon Blvd., Apt. 215, Cocoa, spoke in regards to his manager Joseph Down. He advised that there have been many complaints made against Officer Glen Wade. He further mentioned an incident regarding Officer Wade and spoke in more detail about his manager Joseph Down.

Anita Gibson, 451 Stone Street, Cocoa, spoke about the murder case of her son, which has gone cold. Her heart wants something to come of this and she asked if there was a chain of command or a cold case unit. Additionally, she would like for the billboards on SR 520 to reflect these people so that they are not forgotten. She has contacted Crimeline as well. Her son died on May 1, 2017 and she asked that her son's picture be placed on the billboard. She is going to keep at this until her son's case is resolved. She would like for someone to reach out to her and let her know what she can do as a next step.

Rita Lynar, 1200 Clearlake Road, Cocoa, asked Council to take another look at the policies and procedures of the Cocoa Police Department. She clarified that what Mr. Kotecha was trying to say was that he was falsely accused of something that he was not a part of. She was promised a copy of the Police Department's policies and procedures but was never given that. She also spoke about an illegal thrift store at Asbury Arms.

V. Reports:

Mr. Rip Dyal, Chairman of the Board of Adjustment, thanked Council for the quick response in recruiting new members.

Mayor Williams thanked Ms. Senger as well for getting the Citizens Academy up and running.

Attorney Alton Edmond, Chairman of the Police Advisory Board, was looking forward to seeing how the motion made by Mr. McCann could be resolved. He provided a brief synopsis regarding the motion made to make commendations for certain heroic acts that the police have performed in the community. Mr. Edmond stated that he objected because that was not the purpose of the board. He felt that there are many acts that should be applauded but the board was not the right place. The motion passed over his objection.

Attorney Garganese clarified the two issues at hand advising they were the commendation of police officers and whether or not the motion will stand since Mr. McCann was no longer eligible.

Deputy Mayor Goins asked about Rev. Dennis's idea about going to bi-monthly meetings. He was in agreement with that and believed if they met a little more often the meetings would not last as long and they may get more participation from the community.

Chief Cantaloupe reminded all that tomorrow was National Law Enforcement Appreciation Day so he encouraged everyone to thank an officer.

Chief Lamm thanked Chief Cantaloupe for his and the department's service and mentioned the Space Coast Firefighters' Association awards. Alex Candelario won the Driver Operator award and Deputy Chief Samual Byrd was selected as Trainer of the Year. Chief Lamm was selected as Chief of the Year.

Ms. Bunt reminded everyone that Friday is the Annual Economic Development Breakfast at the Cocoa Civic Center. Mayor Williams asked that the parking be looked into before then.

Councilmember Koss provided a statement in response to Mr. Harvey's letter requesting an apology or censure[2].

"As an elected official, I have a responsibility to understand the business of organizations seeking support with public resources. Attacking me personally will not distract or intimidate me. I'm sorry you took it personally. It wasn't intended that way. I have a duty to ensure that our city agreements are clean and for the public good.

I've reviewed the transcripts. I want to correct and apologize for the words, "a court case was won." The court case was a Complaint for Eviction. It was settled out of court, not ruled on. The terms were favorable for the defendant. They weren't evicted, they didn't lose their $7,000 deposit and they were allowed to purchase the home per the original agreement.

Again, my request is for transparency. Can BACRAP clarify the business model? What properties does BACRAP own vs. "control"? What is the relationship between the non-profit BACRAP and for-profit entities? I understand investors should be rewarded for risk. However, the City of Cocoa should have confidence that no lines have been crossed when there's a city agreement involved.

[2] EXHIBIT B: Response to Harvey Demand Letter

I'm confident we can clear up these questions with transparency. I hope to work with Mr. Harvey and BACRAP for the betterment of Broadmoor Acres and overall for the Good of Cocoa.

I don't like having a bull's eye on my back. I don't like being the subject of the recent vile and bigoted social media posts. I really want to go forward and build the city.

I don't care about riding on floats or standing on podiums. I'm here to make Cocoa a better place to live. I don't know how we do that if we don't keep things clean and demand transparency.

I hope we can go forward from here."

Assistant City Manager Fuhrer advised that he attended a forum related to Opportunity Zones. This was a program put on by the Federal government. The program was meant to promote opportunity zones but at the same time there were developers and fund managers as well. Information was provided on how cities could promote these zones.

City Manager Titkanich announced the receipt of an invitation from Representative Sirois for Brevard County Day at the Capitol. It will be on January 21, 2020. He asked if any Council members would like to attend and asked them to let the City Clerk's office know of their wishes.

Mayor Williams pointed out that the MLK march was that Monday and Council was on Wednesday so he would decline.

Deputy Mayor Goins would drive with someone in a City vehicle but does not want to go alone. Councilmember Boisvert and Warner would not be attending.

City Manager Titkanich further mentioned that the FLC Legislative Action Days were February 11-12, 2020, and the Council meeting is February 12, 2020. He stated a decision should be made about that meeting.

IT WAS A CONSENSUS AMONG COUNCIL TO CANCEL THE REGULAR MEETING OF FEBRUARY 12, 2020.

City Manager Titkanich provided an update regarding the Rush Marine bid protest and staff has encouraged Rush to attend the January 22, 2020 Council meeting.

Mayor Williams stated that there was a statement made at a prior meeting that he had gone and cleaned up a neighborhood in Cocoa. He stated that was not true and what he meant by his statement.

Deputy Mayor Goins advised that a donation application request had been received but was not on this agenda. He asked Ms. Nicole Dyer or Victoria Mitchner to provide a brief description of what they were asking for.

Ms. Nicole Dyer introduced herself and provided a brief history about herself. This event was created because she has realized that there was not much help for those wanting to become entrepreneurs like herself.

Deputy Mayor Goins asked how many people would be attending this event. She stated that there are about 200 registered and there had been about 5,000 views on Facebook. The event is Saturday, January 18, 2020. She stated that if the City sponsored that the City would be named as a sponsor and a table would be provided for the City as well.

Deputy Mayor Goins requested support from other members of Council for this event. They are asking for $600 so it would be $120 out of each Council members donation budget.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, to approve the donation request for $600.**

Attorney Garganese asked that this be opened for public input since it was not on the agenda.

Mayor Williams opened this item to the public. There being no response, the public portion of the meeting was closed.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Goins further mentioned his attendance at two great events. The Strategic Planning Workshops for the Police Department were very good. He felt that there was great dialogue and they were very transparent. Comments were made about the minority leadership in the department and following the workshops things were twisted on social media. He advised that records were received from the City of Rockledge and information that was shared was accurate. He stressed that Council and staff want people to come out and provide input. He spoke with Rockledge's Chief of Police and pointed out other statistics that he learned which were as follows:

- The City of Cocoa has 32-29% African Americans
- The Cocoa PD has 9% of sworn officers who are minorities

- The City of Rockledge has 52% minority workers at their PD
- Less than 12% of African American's live in Rockledge

Deputy Mayor Goins stressed that these workshops are not to bash anyone in the city they are being done to help us.

In closing, he spoke about another event in District 1 coming up this weekend, which was an event with Pastor Jarvis Wash on Temple Street which is a program for inmates trying to get back into society. The times were at 8:30 a.m. and 5 p.m.

He reiterated Ms. Mitchner and Ms. Dyers event on January 18th and requested that Council stop by if they are available.

Mayor Williams thanked everyone for their comments and stressed that he wanted to move forward and into the next phase during his time on Council.

VI. Consent Agenda:

1. Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, Inc. in the amount of $171,314.39 for the milling and paving of multiple streets and intersecting areas as needed to include, but not limited to A Street, B Street, C Street, Washington Avenue, Barbara Jenkins Street, and Japonica Lane using Brevard County Bid # B4-18-50, effective June 21, 2019 through June 20, 2020. Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, Inc. in the amount of $123,393.40 for the demolition and reconstruction of non-compliant ADA ramps, sidewalks and curbing on the roads milled and paved as part of the aforementioned work using Brevard County Bid # B4-19-07, effective January 14, 2019 to January 13, 2022. Authorize the City Manager to approve any change orders up to a 10% contingency in the amount of $29,470.78 for any additional work, as needed. (19-620). (Public Works Director)

2. Approve the FY 2019-2020 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $506,207.65 and approve a Resolution amending the FY2020 budget. (19-646). (Community Services Director)

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the Consent agenda.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Public Hearings:

1. Ordinance No. 26-2019/Second & Final Reading: Amending Section 2-4 of the City Code to allow Preferences for Local Vendors as to City Purchases. (20-16). (Finance Director)

Attorney Garganese read Ordinance No. 26-2019 into the record, by title only as follows. He advised that this was the second and final reading and no changes were made since the first reading.

ORDINANCE NO. 26-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-4 OF THE CITY CODE TO ALLOW PREFERENCES FOR LOCAL VENDORS AS TO CITY PURCHASES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve Ordinance No. 26-2019 on second and final reading. The motion was opened for discussion.**

Councilmember Koss asked for clarification on the second change that was made, which was to require the local business to match the lowest bid as a condition of receiving a local preference. In response, City Manager Titkanich advised that if the bidder was within the five percent than they have preference and have the opportunity to match the lowest bid and they could potentially be awarded the bid.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 24-2019/2nd & Final Reading: Annexing approximately 139.23 acres of real property located in unincorporated Brevard County (as shown in Exhibit “A”) into the City of Cocoa in accordance with Chapter 171 of the Florida

Statutes and Appendix A, Article VI of the City of Cocoa Code. (20-22). (Community Services Director)

Attorney Garganese read Ordinance No. 24-2019 into the record, by title only as follows. He advised that this was the second and final reading and no changes were made since the first reading.

ORDINANCE NO. 24-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 139.23 ACRES OF REAL PROPERTY GENERALLY LOCATED AT THE INTERSECTION OF STATE ROAD 524 AND STATE ROADS 520, AND MORE SPECIFICALLY WEST OF ADAMSON ROAD AND NORTH OF STATE ROADS 520 AND 524; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve Ordinance No. 24-2019 on second and final reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. Council Business:

1. Approve a Code Enforcement Lien Reduction request in the amount $3,000.00, as recommended by the Code Enforcement Board, for the property located at 540 Peachtree St. (19-626). (Chief of Police)

Chief Cantaloupe provided a detailed background on the requested lien reduction application and pointed out that all of the violations have been complied with. The owners agreed to this amount as well.

*** MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve the Code Enforcement Lien Reduction request in the amount of**

$3,000.00, as recommended by the Code Enforcement Board, for the property located at 540 Peachtree St.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. City Council direction on adding a provision to the City Code to add Temporary Mobile Vending as a type of business that requires a Business Tax Receipt, and clarifying fundraising and temporary sales. (20-5). (Community Services Director)

Mayor Williams felt that this was more directed at food and his understanding when it comes to mobile vending was not just food.

Councilmember Warner clarified that he meant things like mobile detailing and businesses like that.

Ms. Bunt noted that in terms of a mobile detailer you get a business tax license and explained how this would work.

Mayor Williams' concern was that staff wanted to provide a provision to the Code. They were asked to bring back information on what other cities were doing, but directors and staff met and came up with this and while he appreciated their due diligence, he would have liked to know and see what was being done.

Ms. Bunt stated that she could provide the documentation if Council wished and they looked at Orlando, Rockledge, and some other counties.

City Manager Titkanich advised that this item was for direction and it could be brought back for further direction if Council wished. They could include the information from the other cities researched as well as put together an Excel spreadsheet, or, staff could proceed forward in working with the City Attorney's office in drafting an ordinance and include the information as backup to the item as well.

Councilmember Warner asked if cities with 50,000 people or less could be looked at instead of those with higher populations. Ms. Bunt agreed that could be done. She will also provide a map as to where it would and would not be allowed.

Deputy Mayor Goins' concern was the language on the second page with the exempt streets, which are major streets. It was noted that those were where this would be permitted.

City Manager Titkanich advised that this was a common thing to keep these in major commercial corridors and common to keep them out of residential neighborhoods.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to have staff work with the City Attorney's office to draft an ordinance and to bring back additional information.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. City Council support of a Historic Cocoa Village Main Street (HCVMS) grant application to Keep Brevard Beautiful for a HCVMS project creating a butterfly garden; and authorize the City to support the maintenance of a butterfly garden in Riverfront Park. (20-6). (Community Services Director)

Ms. Bunt explained the item and mentioned that HCVMS was seeking to pursue a grant from Keep Brevard Beautiful. This would require a match from the City and she noted that they planned to use volunteers for this. The butterfly garden would be behind the Porcher House and they would receive guidance from Public Works on their choice of plants, and access to plants and mulch if necessary. She further stated that this could be a part of the City's Sustainability Plan.

Councilmember Koss advised that she spoke with Ms. Gombert from the Sustainability Advisory Committee who would be happy to help with this as well.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. City Council direction on creating a Code Enforcement Lien Amnesty Program for administrative lien reductions for qualified applicants and liens. (20-14). (Chief of Police)

Chief Cantaloupe explained what this program would entail and that it would be more directed at homeowners in the City who might have had something happen at some point in the past. He mentioned that there would probably be an administrative fee but the goal was to make this as simple as possible for the citizens.

Mayor Williams advised that when reviewing the item there were a couple of areas in which he did not agree with but a lot that he did. Some of these homes have been those with homeowners who have passed away and the city is out for the administrative fees. He felt that the liens should be reduced to what the city was owed in administrative fees because this was a one-time chance. Fees for releasing the liens should also be included. His opinion was that the program should run at least six months and everyone should be notified with a letter that this was their opportunity to get rid of these liens. Additionally, they should be allowed sixty days to pay their fees.

Councilmember Warner wanted to ensure that people were given enough time to save money if needed in order to get these things done.

Councilmember Koss asked if they knew how many would be eligible. In response, Chief Cantaloupe stated that they do not know that yet but would work on that. He does not believe there would be any staffing issues, as him and Mr. Bunt have discussed this and believe it would be beneficial.

City Manager Titkanich pointed out that eligibility was not only for single family homeowners and mentioned that these programs were designed in various ways and you might have a homeowner with limited income. There might be someone with high liens but limited income, so there would need to be a component built in for those residents who do not have the means. The goal is to lessen the burden on these homeowners. This will require some work and it would require homeowners to work with Code, not to just get the liens cleared but to get issues resolved as well.

* **IT WAS A CONSENSUS OF COUNCIL FOR STAFF TO MOVE FORWARD WITH THE CREATION OF A CODE ENFORCEMENT LIEN AMNESTY PROGRAM FOR ADMINISTRATIVE LIEN REDUCTIONS FOR QUALIFIED APPLICANTS AND LIENS.**

IX. City Business:

1. Approval of a Strategic Alliance Memorandum (SAM) between the U.S. Small Business Administration (SBA) and the City of Cocoa; Authorize the Mayor to sign the Memorandum on behalf of the City; Present a Proclamation acknowledging the Strategic Alliance Memorandum between the SBA and the City of Cocoa. (19-647). (Community Services Director)

Ms. Bunt introduced Mr. Vince Lopresti who was in attendance to speak about the Small Business Association and read the Proclamation into the record.

Mr. Lopresti thanked Council for providing him the opportunity to speak and thanked them for the proclamation. They are trying to do things in the opportunity zones and they were looking forward to helping those zones. He stated that in the last three months three loans were approved and these businesses promise jobs in the Cocoa community. There should be a lot of opportunity for growth going forward.

City Manager Titkanich asked if there were specific programs for minority and women owned businesses. In response, Mr. Lopresti explained some of the programs and that they try to provide financing to everybody.

* **MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 02-2020/ 1st Reading: Related to the Diamond Square Community Redevelopment Agency for purposes of implementing the Interlocal Agreement between the City, Agency and Brevard County. (20-13). (City Attorney)

Attorney Garganese read Ordinance No. 02-2020 into the record, by title only, as follows. He advised that this was the first reading of the ordinance.

ORDINANCE NO. 02-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 8, ARTICLE III OF THE CITY CODE RELATED TO THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY FOR PURPOSES OF IMPLEMENTING THE INTERLOCAL AGREEMENT BETWEEN THE CITY, AGENCY AND BREVARD COUNTY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Attorney Garganese advised that on second and final reading, Council would have to reconstitute the Diamond Square CRA and make staggered terms. He pointed out that there was a blank roster attached to give Council an idea of those the board would be composed of and terms would be staggered.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve Ordinance No. 02-2020 on first reading.**

The motion was opened for discussion.

Deputy Mayor Goins clarified if they had to appoint a new board or could existing members be appointed. He wanted to ensure this was done correctly.

City Manager Titkanich advised that a roster could be provided between now and the second reading. In conversations with Commissioner Lober, he did want to see some fresh faces. Additionally, they cannot serve more than two terms and he explained how the terms would work.

Mayor Williams felt that it would be ridiculous for them to expect all new members because no one would know what was going on. City Manager Titkanich stated that the one, two, and three year terms would provide turnover. He further stated that staff would reach out to Commissioner Lober's office because the agreements designates that he or designee would sit on the board.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

3. Approve and execute Resolution authorizing a Multi-Year Highway Maintenance Memorandum of Agreement (ASE66) between the City of Cocoa and the Florida Department of Transportation (FDOT). Approve and execute the Multi-Year Highway Memorandum of Agreement (ASE66) between the City of Cocoa and the FDOT. Approve a Budget Resolution Amending the FY2020 Budget, accepting the additional Revenue outlined within the agreement, for the second two quarterly payments. (20-11). (Public Works Director)

Mr. Smith explained this item in detail and noted that it would allow the City to maintain the highways at a better pace than FDOT.

Councilmember Koss asked if this was in regards to the medians that had been discussed previously in regards to staffing issues. In response, Mr. Smith stated that US Lawns has been maintaining them and they are shaping up.

*** MOTION by Deputy Mayor Goins; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Goins advised that he had spoken with a FDOT engineer about audible crosswalks in the City. He requested that an email be sent requesting these as he feels like it would help. Councilmember Koss supported his request as well.

He further noted that they spoke about the turn signals in the Diamond Square area, as there are some issues with those. He requested for that to be looked into as well. He advised that he would send Mr. Smith a list of streets that need turn signals.

Deputy Mayor Goins added that he was very impressed with Mr. Smith. He is very thorough and if phone calls are made he jumps into action. Other Council members agreed.

4. Approve a National Emergency Dislocated Worker Worksite multi-year Agreement with CareerSource Brevard. (20-29). (Assistant City Manager)

Assistant City Manager Fuhrer explained that with the agreement there is funding for natural disasters that provides the ability for CareerSource to recruit dislocated workers due to the disasters. If needed, the City could provide the scope of the project and CareerSource would find the workers. This is a good program because if something happened they will provide workers to clean up debris, ditches, etc.

*** MOTION by Councilmember Warner; Seconded by Councilmember Koss, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

X. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2019 to 11/30/2019. (19-656). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (20-25). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-26). (Finance Director)

4. FY 2020 Budget Adjustment Report. (20-27). (Finance Director)

XI. Adjournment:

*** MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of January 8, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:22 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk



Reducing Homelessness in Brevard County

Prepared for the Cocoa City Council
January 8, 2019

Thomas Rebman
LT, US Navy Retired
MEd, Stetson University

Background

* Personal Background/Research
* Update on Homelessness (All data from Florida' Council on Homelessness 2019 Report and Cost of Homelessness Study conducted by LEAD Brevard)
* Service Gaps





What Have We Learned?

Source: LEAD Brevard Class of 2017 Report

* This is a difficult topic that can be polarizing.
* The path to permanent housing is challenging; there is no one solution.
* There is a perception of homelessness, but they look just like we do.
* This is a community problem and requires a mature approach.
* There can be a level of frustration and feeling of inadequacy on the part of professionals who encounter homeless people in their work; we felt this in our conversations.

TOTAL COST OF HOMELESSNESS

Source: LEAD Brevard Class of 2017 Report

HEALTH CARE	$22,112,390
1ST RESPONDERS	$410,812
LEGAL (PROSECUTION)	$901,452
INCARCERATION (JAIL)	$3,549,792
EDUCATION	$658,000
TOTAL	**$27,632,446**

Current Status of Homelessness

Appendix III, Table 2: Sheltered and Unsheltered, 2019

CoC #	CoC Name	Sheltered	Unsheltered	% Unsheltered	Total
FL-500	Suncoast Partnership to End Homelessness	735	400	35%	1,135
FL-501	Tampa Hillsborough Homeless Initiative	978	672	41%	1,650
FL-502	Pinellas County Homeless Leadership Board	1,581	834	35%	2,415
FL-503	Homeless Coalition of Polk County	449	114	20%	563
FL-504	Volusia/Flagler County Coalition for the Homeless	368	507	58%	875
FL-505	Homelessness & Housing Alliance	165	234	59%	399
FL-506	Big Bend Continuum of Care	875	91	9%	966
FL-507	Homeless Services Network of Central FL	1,674	336	17%	2,010
FL-508	United Way of North Central FL	302	502	62%	804
FL-509	Treasure Coast Homeless Services Council	154	1,345	90%	1,499
FL-510	Changing Homelessness	1,146	508	31%	1,654
FL-511	Opening Doors of NWFL	341	177	34%	518
FL-512	Flagler Hospital - St Augustine	156	200	56%	356
FL-513	Brevard Homeless Coalition	418	397	49%	815

Chronic Homelessness

Appendix III, Table 4: Chronic Homelessness, 2015-2019

CoC #	Continuum of Care (CoC) Geographic Area	2015	2016	2017	2018	2019
FL-500	Manatee, Sarasota Counties CoC	219	311	285	250	246
FL-501	Hillsborough County CoC	315	254	235	262	264
FL-502	Pinellas County CoC	633	607	690	434	722
FL-503	Polk County CoC	100	88	77	84	80
FL-504	Flagler, Volusia Counties CoC	301	210	85	90	89
FL-505	Okaloosa, Walton Counties CoC	305	306	92	119	269
FL-506	Franklin, Gadsden, Jefferson, Leon, Liberty, Madison, Taylor, Wakulla Counties CoC	134	81	112	151	152
FL-507	Orange, Osceola, Seminole Counties CoC	212	106	182	272	478
FL-508	Alachua, Bradford, Gilchrist, Levy, Putnam Counties CoC	395	265	284	272	261
FL-509	Indian River, Martin, St. Lucie Counties CoC	131	77	134	64	51
FL-510	Clay, Duval, Nassau Counties CoC	353	337	286	327	301
FL-511	Escambia, Santa Rosa Counties CoC	219	216	132	78	52
FL-512	St. Johns County CoC	121	35	42	65	14
FL-513	Brevard County CoC	159	193	153	116	206

Family Homelessness

Appendix III, Table 6: Family Homelessness: Total Persons in Families with Children, 2015-2019

CoC #	Continuum of Care (CoC) Geographic Area	2015	2016	2017	2018	2019
FL-500	Manatee, Sarasota Counties CoC	220	249	245	238	160
FL-501	Hillsborough County CoC	568	533	479	602	456
FL-502	Pinellas County CoC	484	394	365	359	381
FL-503	Polk County CoC	116	218	170	198	189
FL-504	Flagler, Volusia Counties CoC	395	256	198	199	301
FL-505	Okaloosa, Walton Counties CoC	117	108	154	147	80
FL-506	Franklin, Gadsden, Jefferson, Leon, Liberty, Madison, Taylor, Wakulla Counties CoC	238	234	262	269	215
FL-507	Orange, Osceola, Seminole Counties CoC	720	576	732	713	745
FL-508	Alachua, Bradford, Gilchrist, Levy, Putnam Counties CoC	82	248	120	113	129
FL-509	Indian River, Martin, St. Lucie Counties CoC	1,113	1,457	982	688	745
FL-510	Clay, Duval, Nassau Counties CoC	499	493	425	384	289
FL-511	Escambia, Santa Rosa Counties CoC	140	183	139	165	45
FL-512	St. Johns County CoC	264	283	150	123	120
FL-513	Brevard County CoC	456	322	262	213	211

Five Year Trend

Appendix III, Table 7: Point in Time Counts by County, 2015-2019

County	2015	2016	2017	2018	2019
Alachua	636	777	702	641	714
Baker	N/C	N/C	N/C	N/C	N/C
Bay	308	310	316	372	470
Bradford	0	N/C	6	33	4
Brevard	1,178	827	845	734	815

County	2015	2016	2017	2018	2019
Lee	638	439	431	728	630
Leon	808	768	1,022	903	951
Levy	13	14	38	26	27
Liberty	2	1	N/C	N/C	N/C
Madison	1	8	N/C	N/C	N/C

Homeless Students

Appendix VI, Table 2: FDOE Reported Homeless Students, 2013-2018

District	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
Alachua	809	683	785	840	1,021
Baker	112	93	41	11	97
Bay	1,184	1,437	1,506	1,583	1,523
Bradford	194	254	212	180	155
Brevard	1,690	1,845	1,973	2,262	2,763
Broward	2,323	2,270	2,262	2,742	4,903

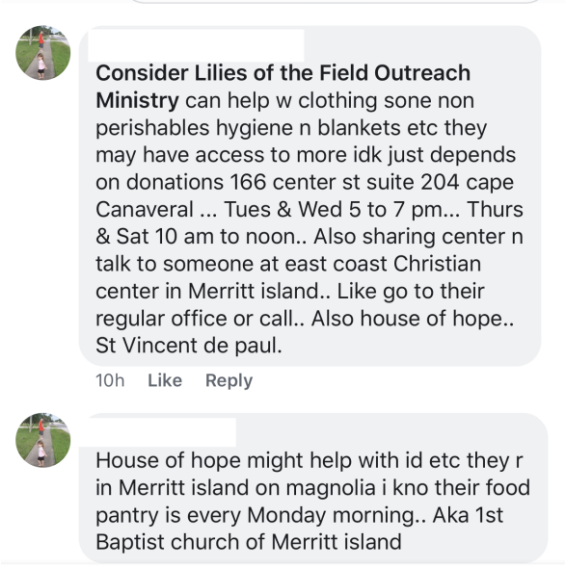
Appendix III, Table 5: Homelessness Among Veterans, 2015-2019

CoC #	Continuum of Care (CoC) Geographic Area	2015	2016	2017	2018	2019
FL-500	Manatee, Sarasota Counties CoC	152	161	149	108	111
FL-501	Hillsborough County CoC	313	181	172	171	149
FL-502	Pinellas County CoC	589	380	329	281	316
FL-503	Polk County CoC	44	42	35	26	38
FL-504	Flagler, Volusia Counties CoC	110	36	52	44	61
FL-505	Okaloosa, Walton Counties CoC	117	37	27	30	21
FL-506	Franklin, Gadsden, Jefferson, Leon, Liberty, Madison, Taylor, Wakulla Counties CoC	113	117	110	108	91
FL-507	Orange, Osceola, Seminole Counties CoC	320	231	218	181	177
FL-508	Alachua, Bradford, Gilchrist, Levy, Putnam Counties CoC	217	123	126	114	126
FL-509	Indian River, Martin, St. Lucie Counties CoC	68	50	72	61	50
FL-510	Clay, Duval, Nassau Counties CoC	184	130	125	121	118
FL-511	Escambia, Santa Rosa Counties CoC	167	112	117	103	64
FL-512	St. Johns County CoC	24	36	40	30	25
FL-513	Brevard County CoC	193	160	187	169	182

211 Response System







Recommendations

Strategies for a possible expansion of services for the residents in your City. The focus should be on providing basic daily needs, referrals for services (mental health, housing, family assistance, et al., case management of clients, and valid data gathering).

Considered "Street Case Management" as an option for service referral but ensure , cradle to grave tracking of clients to ensure expected outcomes are met.

The possible models for increasing affordable housing (PSH, Tiny Homes, Motel/Hotel conversion, Low-Cost Apartments).

Community Service Guide/Listing of Services for better communication of resources.

Why we need to improve what we are doing

* Single Woman
* Single Man
* Couple with no children
* Family with children

RESPONSE TO HARVEY DEMAND LETTER

1/8/2020

This statement is in response to Mr. Harvey's letter requesting apology or censure.

As an elected official, I have a responsibility to understand the business of organizations seeking support with public resources. Attacking me personally will not distract or intimidate me. I'm sorry you took it personally. It wasn't intended that way. I have a duty to ensure that our city agreements are clean and for the public good.

I've reviewed the transcripts. I want to correct and apologize for the words, "a court case was won." The court case was a Complaint for Eviction. It was settled out of court, not ruled on. The terms were favorable for the defendant. They weren't evicted, they didn't lose their $7,000 deposit and they were allowed to purchase the home per the original agreement.

Again, my request is for transparency. Can BACRAP clarify the business model? What properties does BACRAP own vs. "control"? What is the relationship between the non-profit BACRAP and for-profit entities? I understand investors should be rewarded for risk. However, the City of Cocoa should have confidence that no lines have been crossed when there's a city agreement involved.

I'm confident we can clear up these questions with transparency. I hope to work with Mr. Harvey and BACRAP for the betterment of Broadmoor Acres and overall for the Good of Cocoa.

I don't like having a bull's eye on my back. I don't like being the subject of the recent vile and bigoted social media posts. I really want to go forward and build the city.

I don't care about riding on floats or standing on podiums. I'm here to make Cocoa a better place to live. I don't know how we do that if we don't keep things clean and demand transparency.

I hope we can go forward from here.

Legislation Details (With Text)

File #:	20-145	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	2/28/2020			**In control:**	City Council
On agenda:	3/11/2020			**Final action:**	
Title:	Approve the Minutes of the Special meeting of January 30, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-30-2020 Minutes ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 28, 2020
Agenda Date: March 11, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Special meeting of January 30, 2020, 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 of the Special meeting of January 30, 2020, as written or with amendments.

MINUTES
City of Cocoa
Special Meeting of The City Council

January 30, 2020

A Special City Council Meeting was held on Thursday, January 30, 2020 in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 3:05 p.m.

Deputy Mayor Goins provided the invocation and Councilmember Koss led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	Deputy Mayor	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	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; Nancy Bunt, Community Services Director; Michael Cantaloupe, Chief of Police; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Heath Hancher, Purchasing Manager; Gary Palmer, Public Works Project Manager; and Charlene Neuterman, Community Services Deputy Director.

II. Approval Of Agenda And Minutes:

1. Agenda: Special Meeting of January 30, 2020 (20-71)

2. Minutes: NA

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Agenda with the following amendment for the Special Meeting of January 30, 2020, which was to add Council Business VIII.2, regarding the Teacher of the Year, Kathy Hamilton-Brown.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

None.

IV. Delegations:

None.

V. Reports:

No Reports.

VI. Consent Agenda:

None.

VII. Public Hearings:

None.

VIII. Council Business:

1. Reconstituting the Diamond Square Community Redevelopment Agency by making six (6) appointments to the Agency Board. Appoint the Chairperson and Vice-Chairperson for the Agency. (20-55). (Administrative Services Director)

Ms. Gemmati presented the item and explained the requested action. Discussion was held on the appointment of the Chair and Vice-Chairperson. City Manager Titkanich stated that historically, the Agency selected the Chair and Vice-Chairperson.

A question arose as to whether or not Commissioner Lober would be serving on the board. Attorney Garganese explained that it would be someone from Commissioner Lober's district or an appointment made by the County Commission, which was stated in the Interlocal agreement.

Mr. Demetrius Waters, 911 School Street, advised that he has been a community advocate for twenty three years. He was excited to see the board being revamped after all of this time. He reminded all of how it got to this point and urged Council to think hard before special treatment was given to those who have had their time on the board.

City Manager Titkanich clarified the information that the information that Mr. Waters was referring to was the Consent Decree which was outside of the Diamond Square CRA. The creation of the Diamond Square CRA goes back to 1996 and 1997 when the City sought creation through the County. Every year, the Diamond Square CRA along with other CRA budgets are audited and there has never been a comment related to this agency. The only comment he was aware of was for the Cocoa CRA and the fund balance.

Councilmember Warner felt that the Chair and Vice Chair deserve four-year terms and that Tracy Moore has done an outstanding job as Chair and has been very dedicated. She nominated Ms. Moore for Seat #6.

Deputy Mayor Goins stated there were new applicants and he would like to see Ms. Isom and Ms. Smith in Seat 5 and 6.

Councilmember Warner voiced her concern with a new person receiving a four-year term, as they may decide that this position was not for them. She would rather see the new members take less terms. She further noted that she put Ms. Collins down for the one-year term and explained her reason for that.

Councilmember Koss pointed out that Mr. Jones was Volunteer of the Year but had no preference on the other seats. She agreed with Councilmember Warner about the one-year term for Ms. Collins.

Councilmember Warner agreed about Mr. Jones as well and agreed with Councilmember Koss that she does not know everyone on the board.

Deputy Mayor Goins added that he picked up Ms. Collins and has spoken with her regarding this issue. He struggled with his decision but for Seat 1 he chose Ms. Thomas, who has three years' experience on the board. He further pointed out that the County was going to be represented on the board which will bring a different atmosphere to the board.

Deputy Mayor Goins reviewed his list and felt it was a good balance. Councilmember Warner had no problems with the listing.

Mayo Williams nominated Ms. Moore as Chair and Ms. Martin as Vice Chairperson.

Councilmember Warner believed that this was a great set of appointments but would vote “No” because Ms. Collins was not on the list.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Boisvert, to approve the following appointments to the Diamond Square CRA: Seat #1: Sylvia Thomas; Seat #2: Ed Jones; Seat #3: Delores Martin; Seat #4: Tracy Moore; Seat #5: Marilyn Ross-Smith; and Seat #6: Jackie Isom.**

AYES: Williams, Goins, Boisvert, Koss

NAYS: Warner

THE MOTION CARRIED (4-1)

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to appoint Ms. Tracy Moore as Chairperson and Ms. Delores Martin as Vice Chairperson.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Discussion regarding the Teacher of the Year

Mayor Williams mentioned that Ms. Kathy Hamilton-Brown won Teacher of the Year last night at the King Center for Performing Arts. It was a very nice event and he pointed out that the Cocoa High Chorus sung as well.

Councilmember Koss believes that this is another significant accomplishment for our Cocoa schools and asked what could be done to promote her throughout the City.

Councilmember Warner thought a proclamation could be done or make her a special guest at a event. Mayor Williams added that the principal should be included as well.

Councilmember Koss asked how we could get the word out and it was mentioned that it could be placed in the FYI and shared on all social media sites.

She further announced that Bianca Drawdy from Cambridge Elementary won Rookie of the Year.

Councilmember Koss asked if flowers could be sent from Council and in response, City Manager Titkanich explained that the policy states that flowers are for funerals, etc.

Mayor Williams felt that there was a lot going on right now and if she was brought to a Council meeting that would be good and everyone could pitch in and give her flowers then.

Councilmember Koss believes that this could turn around the reputation of the Cocoa schools.

Assistant City Manager Fuhrer advised that the Florida Teacher of the Year has not been decided yet.

It was determined to invite her and her principal, along with the teacher from Cambridge and her principal to an upcoming Council meeting.

IX. City Business:

1. Requesting settlement authority for the tentative settlement agreement between City of Cocoa Police Officer Jacob Anzani and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (20-68). (Administrative Services Director)

Ms. Gemmati presented the item and noted that this agreement has been tentatively agreed upon between the employee's attorney and our attorney, however, it was required to be brought to Council.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Pursuant to Section 2-4 of the City Code, Approve a Construction Contingency Resolution related to the Riverfront Front Promenade Project (ITB Bid No. B-20-08-COC) and establishing a revised total construction budget of $1,052,909 and authorizing the City Manager to issue Change Orders to the primary construction contract with Rush Marine, LLC. and any additional service contracts related to the project up to the $94,200 Project Contingency. Approve Budget Adjustment Form (BAF) # 20-031 and a Budget Resolution Amending the FY20 Adopted

Budget to provide additional funding for the above project due to the change in contract amount for the above project. (20-70). (Finance Director)

Ms. Bowman pointed out a correction to the total construction budget and advised that the revised total is $1,089,758.00.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss, to approve the item.**

AYES: Williams, Goins, Koss

NAYS: Boisvert, Warner

Multi-Year Contracts:

X. Informational Agenda:

None.

XI. Adjournment:

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to adjourn the Special meeting of January 30, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The Special meeting adjourned at 3:45 pm

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-146	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/28/2020			**In control:**	City Council
On agenda:	3/11/2020			**Final action:**	
Title:	Presentation to Councilmember Warner for her completion of the Florida League of Cities Institute for Elected Municipal Officials IV (IEMO IV). (Mayor Williams)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	IEMO IV Certificate.pdf IEMO IV letters.pdf				

Date	Ver.	Action By	Action	Result

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IEMO IV

Municipal Leadership

Certificate of Completion

November 15-16, 2019 • Kissimmee, Florida

Awarded to

Councilwoman Brenda Warner

City of Cocoa

Sponsored by

Executive Director
Florida League of Cities

FLC
UNIVERSITY

February 18, 2020

Clerk of Cocoa
65 Stone St
Cocoa, FL 32922-7982

Dear Clerk:

Enclosed is the Certificate of Completion to be awarded to Councilwoman Warner for completion of the 2019 Institute for Elected Municipal Officials IV: Municipal Leadership (IEMO IV) held November 15 -16, 2019, in Kissimmee, Florida at the Embassy Suites.

We ask that the certificate and letter from Lynn Tipton be presented as an agenda item for your next council meeting and be formally recorded in the minutes. We believe the importance of completing the highest level in the Institute for Elected Municipal Officials should be known to key officials and your community.

Thank you so much for your cooperation on this. If you have any questions, please don't hesitate to call me at (407) 367-4024.

Sincerely,

Shwanda T. Barnette
FLC University
Florida League of Cities
Enclosure

P.O. Box 538135
Orlando, Florida 32853-8135

Phone: (407) 425-9142
Fax: (407) 425-9378

flcities.com

FLC
UNIVERSITY

February 18, 2020

The Honorable Councilwoman Warner
65 Stone St
Cocoa, FL 32922-7982

Dear Councilwoman Brenda Warner:

Thank you for participating in the IEMO IV: Municipal Leadership program at the end of last year. I'm hopeful you found both the intensive exploration of personality type and the expansive conversations about the future of Florida's cities well worth your time. We welcome your feedback and suggestions.

For our part, I want to acknowledge how inspiring we found the discussions on Saturday. Your discussion summaries have been shared with others at the League; there may be the seed of new approaches or new initiatives there! Enclosed you will find your certificate of completion for IEMO IV.

Please help us continue to provide you with knowledgeable and effective colleagues in municipal government. Spread the word about IEMO, AIEMO, IEMO III and IEMO IV. You know the value you have derived from these experiences and the benefit such training offers your city. Encourage your colleagues, in your own city, in your region, and across the state, to take advantage of these and other training opportunities offered by the League.
Finally, some of you were asking about being able to come to IEMO IV next year. Unlike the other IEMOs, IEMO IV is designed to be repeated, particularly the Saturday program. We want to ensure that the experience is available to others as well, and that the conversations can be as open as they were. This does preclude two elected municipal officials who serve together on a board covered by Sunshine from attending IEMO IV. So, if there is someone else from your municipality who is eligible and wishes to attend next year, I would ask that you encourage them to do so and look forward to joining us in 2020. If there isn't someone else eligible and interested, we'll be delighted to see you again next year!

Thank you for your continuing dedication to your city, to public service, and to the future of Florida.

Sincerely,

Lynn S. Tipton

Lynn S. Tipton
Director, Florida League of Cities University
Enclosure

P.O. Box 538135
Orlando, Florida 32853-8135

Phone: (407) 425-9142
Fax: (407) 425-9378

flcities.com

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	20-147	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/28/2020			**In control:**	City Council
On agenda:	3/11/2020			**Final action:**	
Title:	Presentation by Dr. Ben Brotemarkle of the Florida Historical Society related to the Brevard Museum of History and Natural Science. (Councilmember Koss)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	20-150	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Council Busines
File created:	3/3/2020			**In control:**	City Council
On agenda:	3/11/2020			**Final action:**	
Title:	Consideration of a Donation Application for Cocoa Youth Athletics "Building Tiger Nation" project in the amount of $1,000. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Youth Athletics Donation App.pdf FY 2019 After Action Statements.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 3, 2020
Agenda Date: March 11, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consideration of a Donation Application for Cocoa Youth Athletics "Building Tiger Nation" project in the amount of $1,000.

BACKGROUND:

Cocoa Youth Athletics, Inc, submitted an application for a donation for their “Building Tiger Nation” project in the amount of $1,000, which would be $200 per City Council member. This youth football program involves residents in the City of Cocoa and the County area of Cocoa. Volunteers help organize and supervise youth during games and practices. They are expecting an increase in participation this year and this donation would help provide scholarships to under privileged youth and to suit them each with new equipment and uniforms.

In 2019, Cocoa Youth Athletics, Inc. received a donation in the amount of $1,000 which helped the program tremendously. They were able to have over 200 participants in the program, and were able to provide 10 youth with registration scholarships along with equipment and uniform. Updates to the field and facilities were also done.

Cocoa Youth Athletics, Inc. has also submitted their “After Action Statement” and the “Material Purchase Schedule”, from their donation received last year, which is attached to this item.

To date, the following donation applications have been approved for FY 2019/2020:

- Sister City “Sharing Spaces Together” in the amount of $1,000 ($200 per member)
- Forever Our Home, Inc. “1st Young Black Entrepreneurship Expo” in the amount of $600 ($120 per member)

Each Council member has a donation budget of $750. If this donation request is approved, each member would have a remaining balance of $230.00

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Choose an item.

Amount Requested	$1,000
Account Number	001-1000-511.48-00_
Account Name	Promotional Activities_

PREVIOUS ACTION:

Cocoa Youth Athletics, Inc. received a donation in the amount of $1,000 in FY 2018/2019.

RECOMMENDED MOTION:

Consideration of a Donation Application for Cocoa Youth Athletics "Building Tiger Nation" project in the amount of $1,000

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Cocoa Youth Athletics Corporation

Project Name: Building Tiger Nation

		YES	NO
1	Completed Application	X	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	X	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	✓	X
4	Exhibit C - Project Objectives	X	
5	Exhibit D - Use Of Funds Statement	X	

Please send original application with requested attachments to:

City of Cocoa
Carie Shealy, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at 433-8484. Thank You.

65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Cocoa Youth Athletics Corporation

FEDERAL ID #: 85-8017614722c-1

Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: P.O. Box 236752 (Stradley Park, 1881 Rosetine St., Cocoa, Fl)

CITY/STATE: Cocoa, Fl **ZIP:** 32922

CONTACT PERSON: Alicia Phillips **TITLE:** Secretary

Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: (321) 208-6458 **FAX #:**

EMAIL ADDRESS: cyeaop@gmail.com

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: $500

PROJECT INFORMATION:

NAME OF PROJECT: Building Tiger Nation

TOTAL PROJECT COST: $ 1000.00

AMOUNT OF MONETARY REQUEST: $ 1000.00

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF IN-KIND REQUEST: $ 1000.00

COUNCIL DISTRICT: [X] CITYWIDE [X] DISTRICT 1 [X] DISTRICT 2 [X] DISTRICT 3 [X] DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 200-300

 # OF COCOA RESIDENTS TO BE SERVED: 200-300 (20 POINTS)

NEW PROGRAM?: [ ] YES [X] NO (10 POINTS)

EXPANDED PROGRAM?: [X] YES [ ] NO

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes_X_ No_____ If yes, briefly describe. (10 POINTS)

The program includes residents in the City of Cocoa and in the County area of Cocoa. Residents will help organize and supervise youth during practices and games. Residents assist in planning practice set up, uniform sizing, concession planning etc.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

This past year, we were able to have over 200 youth participate in the program. We were able to offer 25 - 50 scholarships to under privilege youth and suit each of them with new equipment and uniforms. We are expecting an increase in participation within the next 3 - 4 months as its registration time with the project closing around August 10, 2020.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Sam Clayborn, President
Signature of Authorized Representative

02/01/2020
Date

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-10-2018

Employer Identification Number:
83-1853127

Form: SS-4

Number of this notice: CP 575 A

OCCOA YOUTH ATHLETICS CORPORATION
365 COUNTRY LANE DR
OCCOA, FL 32826

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-1853127. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120 01/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

0000023 11/01/18

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017614722C-1	10/23/2018	10/31/2023	501(C)(3) ORGANIZATION

This certifies that

COCOA YOUTH ATHLETICS CORPORATION
365 COUNTRY LANE DR
COCOA FL 32926-5384

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



Exhibit B
INCOME/EXPENSE REPORT

Please provide the following information for your most current completed fiscal year.
This report must be submitted with Application Request For Funding.

Organization Name: Cocoa Youth Athletics Corporation
Fiscal Period: Jan. 1, 2019 - Dec. 31, 2019

INCOME	AMOUNT
Support	
Govt. grants	$ 0
Foundations	$ 0
Corporations	$ 0
United Way	$ 0
Individual contributions	$ 0
Fundraising efforts	$ 25500.00
Membership income	$ 0
In-Kind support	$ 0
Investment income	$ 0
Other (specify	$ 0
	$
	$
Revenue	
Govt. contracts	$ 0
Earned Income	$ 0
Other (specify)	$ 0
	$
TOTAL INCOME	$ 25500.00

EXPENSES	AMOUNT
Salaries and wages	$
Insurance and Benefits	$ 426.00
Professional fees	$
Fundraising costs	$ 2000.00
Travel	$
Equipment	$ 25000.00
Printing fees	$
Telephone/Utilities	$ 350.00
Postage	$ 120.00
Rent	$
In-Kind expenses	$
Depreciation	$
Other (specify)	$
	$
TOTAL EXPENSES	$ 27, 896.00

Last Filed Federal 990 or 990EZ Form will be accepted in lieu of the above Income/Expense Report.

INVENTORY & EQUIPMENT

CYAC INVENTORY

CYAC INVENTORY

ITEM:	Qty.
Revo Speed Classic Yth Helmet	50
Victor-I Youth Helmet	150
Total Helmets	200
Riddell Pursuit Shoulder Pad 3x	15
Riddell Pursuit Shoulder Pad 2x	25
Riddell Pursuit Shoulder Pad 1x	25
Quest Shoulder Pad (40) XS	15
Quest Shoulder Pad (60) SM	30
Quest Shoulder Pad (80) MD	45
Quest Shoulder Pad (100) LG	45
Total Shoulder Pads	200
Uniforms:	
Shirts	200
Pants	200
Cheerleading Uniforms:	50

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: 01/21/2020

Project Dates: 01/01/2020 - 08/10/2020

Organization: Cocoa Youth Athletics Corporation

Project: Building Tiger Nation

1.) Please list the in-kind services requested from the City, along with the dates and times required:

We are requesting $1000 in-kind funds for new equipment and uniforms for under privileged youth.
starting January 2020 through August 2020.

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

We are requesting $1000 in monetary funds to purchase new equipment for under privileged youth within our program
Potential vendors are ASA, Riddell, Academy, etc. Description of items shoulder pads, practice pants, jersey, etc.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Sam Clayborn, President
Project Administrator

02/01/2020
Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Sherria Smith, Treas.
Project Financial Officer

02/01/2020
Date

SCORING CHECKLIST FOR GRANT APPLICATIONS

Organization: Cocoa Youth Athletics Project Name: Building Tiger Nation

		SCORE
1. New or expanded program for the organization? If Yes, the applicant receives **10 points.**	Yes [✓] No [ ]	10
2. How many Cocoa residents will be served with this project? Applicant can receive up to **20 points** in this section. Majority of recipients = **20 points;** Half of recipients served = **10 points.**	Number [200-300]	20
3. Were Cocoa volunteer residents used in the implementation of this project? If yes, the applicant receives **10 points.**	Yes [✓] No [ ]	10
4. What impact will this project have on the community? The following will be considered: Enhances quality of life for Cocoa residents. Programs for children, seniors, families, and/or disabled. Unique to the Cocoa community Fills an unmet need in the Cocoa community Has record of community support Educational and informational benefits Applicant may receive up to **50 points** in this section		50
5. Has the applicant demonstrated the ability to execute their proposed project? Applicant may receive up to **20 points** in this section.	Yes [✓] No [ ]	20

6. COMMENTS:

This organization also received a donation from the City of Cocoa on 2/27/2019. City Clerk has contacted organization for their After Action statement & Material Purchase schedule for 2019 donation.

Total Score [110]

Minimum threshold met?: Yes [✓] No [ ]

Forwarded to City Attorney for review: Yes [✓] No [ ] **Date:** 2/5/2020

Meets municipal purpose?: Yes [ ] No [ ]

City Council: _____ **Approved:** Yes [ ] No [ ]

Approved 04/06

DONATION APPLICATION REQUESTS:

PURPOSE:

In accordance with the City Charter, there must be a "municipal purpose" in order to be eligible to receive a donation. The donation is designed to assist organizations that build relationships and enhance the Cocoa community. A maximum of $1,000 may be awarded, based on funding availability, per fiscal year for local projects and programs. It is the goal of the City Council that funding these programs will promote stronger and healthier neighborhoods.

ELIGIBILITY:

Any organization **that serves Cocoa residents**, may apply.

- Organization is in good standing and licensed to do business in Florida;
- Provides a service beneficial to the citizens of the City of Cocoa;
- Does not receive funding from any other City source e.g. CDBG funds, RDA funds;
- Has not already been awarded funding within the same fiscal year;
- Organization has not violated terms of previous fiscal year awards;
- Organization does not have any past due fees and taxes owed to the City.

Funds provided by the City are not intended to be used for cash scholarships, sub-grants, or sub-awards. They are to be used by the organization applicant. To clarify, however, membership scholarships for needy children, such as Little League, would be eligible. In-kind services from the City that may be requested include, but are not limited to, the following:

- Personnel time (police, fire, public works personnel);
- Waiver of fees for permits, banners, rental of facilities;
- Use of City equipment.

Donations are on a first come, first serve basis whether in-kind or monetary and the maximum amount awarded to any recipient is $1,000 per fiscal year. If the donation is in-kind, upon Council approval the requested funds will be transferred to the appropriate account to cover the costs of the donation.

PROJECT SELECTION:

Applications will be scored on the criteria contained in the application. A minimum score of 45 points must be obtained to be eligible to receive funding. Please make sure that all requested information is provided at the time of submittal. Successful applications will:

- Provide a service to Cocoa residents that enhance the community;
- Provide proof of non-profit status;
- Submit a Use of Funds Statement outlining the request from the City, statement of project impact, goals, and objectives as outlined in the Grant Application;
- Spend allocated funds within the specified fiscal year;

- Appoint a point of contact;
- Involve Cocoa residents whenever possible;
- Provide an After Action Statement, along with a Material Purchases Schedule identifying how City funds were expended.

Funds donated by the City are to be used for the sole purpose delineated in the submitted application unless unforeseen circumstances arise which affect the use of donated funds (e.g. natural or man-made disaster). The organization will be responsible for reporting any changes to the application to the City Clerk as soon as possible. If the monetary donation was for a special event and the event is canceled due to events outside of the organization's control such as inclement weather and the event cannot be rescheduled, the City Manager will have the authority to waive repayment requirements. The City Manager will have the discretion to request the reimbursement of City funds if the organization's justification for the change is not reasonable. If the City's donation was for in-kind staff time and the event is re-scheduled, the organization will have to coordinate with staff and the donation may not be possible.

Failure to adhere to the above requirements will result in denial of future application requests and possible forfeiture of funds already committed.

APPLICATION DEADLINE:

As of the initial date of adoption of this policy, the City Manager, through his designee, the City Clerk, will handle the processing of requests for any monetary contributions or donations. Each applicant must submit a Donation Application Request (Appendix C) with all attachments directly to the City of Cocoa's City Clerk's Office. All requests submitted directly to the City Council will not be considered for eligibility but will be referred to the City Clerk's Office for an application.

Carie Shealy, City Clerk
65 Stone Street
Cocoa, FL 32922

Requests for a monetary contribution for a special event must be submitted to the City Clerk's Office a minimum of 60 days prior to the date of the event. The Donation Application Request does not eliminate the need to complete a Special Events application. The City's Special Events application is required for planning and coordinating purposes, not donations.

Donation Application Request forms will be accepted on a first-come, first-served basis and will be reviewed internally by an employee of the City Clerk's Office, the Finance Department, and OMB. Those applications that meet the minimum criteria will be submitted to the City Attorney to insure that the contribution request is consistent with the City Charter and applicable law. Requests that meet **ALL** minimum criteria will be forwarded to the City Council for action. The Council shall have the sole and absolute discretion to approve or deny any donation request. An applicant whose application does not meet the minimum criteria will be notified in writing that the request will not be forwarded to the City Council for further action. Any questions or comments please call (321) 433-8484.

Please refer to *OMB Policies & Procedures, Section III. Specific Policies, B. Donation Policy* for more information. Adopted by Cocoa City Council 04/11/2006.

City of Cocoa
After Action Statement
(To be submitted after completion of project/event)

Date: 02/01/2020 **Project Dates:** Jan. 1, 2019 - Dec. 31, 2019

Organization: Cocoa Youth Athletics Corporation **Project:** Rebuilding Tiger Nation

1.) Provide a follow-up to the event, including a description and success of the activity, attendance, etc:
This past year, we were able to have over 200 youth participate in the program. We were able to provide 10 youth with registration scholarships w/equipment & uniform. We hosted four regular seasoned games and the first round of playoffs in which 2 of our teams made it to the Superbowl, with the Flag division winning.

2.) Were the Cocoa provided monetary funds and/or in-kind services helpful? The funds helped kickoff our registrations for the beginning of the 2019 season. Without the funds, several youth would not have been able to play

3.) Additional Comments:

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Sam Clayborn, President — Project Administrator — 02/01/2020 — Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Sherria Smith, Treas. — Project Financial Officer — 02/01/2020 — Date

Attach any back up documentation, pictures, newspaper stories, etc.

City of Cocoa

Material Purchases Schedule

To be attached when utilizing City of Cocoa funds to purchase or rent materials

Submit with the After Action Statement

Date: 02/01/2020

Grantee: Cocoa Youth Athletics Corporation Project: Rebuilding Tiger Nation

Vendor Name	Vendor Invoice #	Check # and Date	Project Cost	General Description
Riddell		CC	25000.00	200 shoulder pads & Helmets

TOTAL $ 25000.00

Certification: I hereby certify that the purchases noted above were used in accomplishing the project.

X: Sam Clayborn, President — 02/01/2020

Project Administrator — Date

Certification: I hereby certify that the attached documents such as, canceled checks, sales receipts, and invoices support the funded project.

X: Sherria Smith, Treasurer — 02/01/2020

Project Financial Officer — Date

Legislation Details (With Text)

File #:	20-107	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	City Business	
File created:	2/10/2020		**In control:**	City Council	
On agenda:	3/11/2020		**Final action:**		
Title:	Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Cocoa Beach to Provide Water Service to Cocoa Beach Customers. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Water Agreement - CB Signed.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 10, 2020
Agenda Date: March 11, 2020
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Cocoa Beach to Provide Water Service to Cocoa Beach Customers

BACKGROUND:

On March 22, 1988, City Council did the First Reading of Ordinance 8-88, an ordinance that a franchise was granted by the City of Cocoa Beach to the City of Cocoa for the operation and maintenance of a water system within the City of Cocoa Beach.

On April 12, 1988, City Council did the Second and Final Reading of Ordinance 8-88 accepting the water franchise from the City of Cocoa Beach.

The terms of the franchise were for 30 years from the acceptance and expired on April 18, 2018. At this time, the City of Cocoa Beach would like to enter into a Water Service Agreement with the City of Cocoa to provide for the operation and maintenance of a water distribution system throughout the City of Cocoa Beach. This Agreement shall be considered an Interlocal Agreement pursuant to Chapter 163.01, Florida Statutes and shall be effective for 30 years from the date of execution.

Prior to termination or expiration of this Agreement (without renewal), the City of Cocoa and the City of Cocoa Beach agree to negotiate and enter into a post-termination transition agreement, if necessary to serve customers outside the City of Cocoa Beach.

This Interlocal Agreement was prepared and reviewed by the City Attorney and has subsequently been executed by the City of Cocoa Beach Council and staff now is bringing the agreement to City Council for approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	N/A
If not budgeted, is amendment/transfer attached?	N/A

PREVIOUS ACTION:

On March 22, 1988, City Council did the First Reading of Ordinance 8-88, an ordinance that a franchise was granted by the City of Cocoa Beach to the City of Cocoa for the operation and maintenance of a water system within the City of Cocoa Beach.

On April 12, 1988, City Council did the Second and Final Reading of Ordinance 8-88 accepting the water franchise from the City of Cocoa Beach.

RECOMMENDED MOTION:

To Approve a Water Service Agreement/Interlocal Agreement between the City of Cocoa and the City of Cocoa Beach to Provide Water Service to Cocoa Beach Customers.

WATER SERVICE AGREEMENT

THIS WATER SERVICE AGREEMENT (this "Agreement") dated _____, 2020 by and between the **CITY OF COCOA**, a Florida municipal corporation (hereinafter, "COCOA"); and the **CITY OF COCOA BEACH**, a Florida municipal corporation (hereinafter, "COCOA BEACH"), providing for the operation and maintenance of a water distribution system throughout COCOA BEACH and establishing certain conditions and agreements in regard to the operation of said water supply system.

RECITALS

WHEREAS, COCOA presently operates a water works supply and transmission system within central Brevard County, Florida, for purposes of furnishing water to its customers; and,

WHEREAS, COCOA is authorized by Florida law to operate a water system outside of COCOA's corporate limits; and,

WHEREAS, COCOA and COCOA BEACH previously entered into a prior water services agreement under which COCOA supplies and transmits potable water to COCOA BEACH and its residents for a term of thirty (30) years, which prior agreement terminated on April 18, 2018 (the "Prior Agreement"); and

WHEREAS, COCOA's water supply and distribution system located within COCOA BEACH benefits and serves water customers located within and outside the municipal limits of COCOA BEACH; and

WHEREAS, COCOA and COCOA BEACH desire to enter into this new Agreement under which water will continue to be supplied by COCOA to COCOA BEACH consumers;

WHEREAS, COCOA and COCOA BEACH understand and agree that COCOA's water supply and distribution system located within COCOA BEACH will continue to benefit and serve water customers located outside the municipal limits of COCOA BEACH; and

WHEREAS, this Agreement shall be considered an Interlocal Agreement pursuant to Chapter 163.01, Florida Statutes.

NOW THEREFORE, in consideration of the mutual promises herein contained, it is agreed as follows:

Section 1. **INCORPORATION OF RECITALS**. The forgoing recitals are true and accurate and are incorporated herein by reference. The Prior Agreement is hereby terminated by mutual agreement of COCOA and COCOA BEACH.

Section 2. **REPRESENTATION OF COCOA**. COCOA makes the following representation to COCOA BEACH:

a. COCOA is duly organized and in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

b. COCOA has the power, authority, and legal rights to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by COCOA (i) has been duly authorized by the City Council of the City of COCOA; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of COCOA, except as otherwise provided herein.

Section 3. **REPRESENTATION OF COCOA BEACH**. COCOA BEACH makes the following representations to COCOA:

a. COCOA BEACH is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.

b. COCOA BEACH has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by COCOA BEACH (i) has been duly authorized by the City Commission of the City of COCOA BEACH; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of COCOA BEACH, except as otherwise provided for herein.

Section 4. **GRANT OF AUTHORITY**. Subject to the terms and conditions of this Agreement and applicable law, COCOA BEACH hereby grants to COCOA, its successors and assigns, the exclusive right and privilege to operate a potable water distribution system within the municipal boundaries of COCOA BEACH, and to sell and distribute potable water through said system within COCOA BEACH. For these purposes, COCOA shall establish, construct, erect, maintain and operate a potable water distribution system, including mains, pipes, valves, meters and fire hydrants upon, along and under the streets, alleys, public utility and drainage easements, and rights of way of COCOA BEACH in such places and in such manner as COCOA may, from time to time, require in order to provide water service to the water customers located within COCOA BEACH, subject to the systematic rules and regulations adopted by COCOA. The right to use and occupy said streets, alleys, public utility and drainage easements, and rights of

way of COCOA BEACH shall not be exclusive and COCOA BEACH reserves the right, within its sole discretion, to grant a similar use of said streets, alleys, public utility and drainage easements, and rights of way to any person or corporation at any time during the term of this Agreement so long as said similar use does not unreasonably interfere with the rights herein granted.

Section 5. GRANT OF EASEMENT; EASEMENT RESTRICTIONS.

a. For purposes of allowing COCOA to operate, maintain, repair, replace, enlarge or extend the potable water distribution system, COCOA BEACH grants to COCOA a right of way and easement for all water pipes, water mains, water tanks, valves, fire hydrants, fittings, meters, backflow prevention devices, and all appurtenances thereto ("water distribution facilities") presently owned by COCOA and located on or under all streets, avenues, alleys, lanes, and bridges in COCOA BEACH or that may be hereafter annexed by COCOA BEACH, and a right of way and easement for such additional water distribution facilities as may hereafter be installed by COCOA, on or under all streets, avenues, alleys, lanes, and bridges in COCOA BEACH or that may be hereafter annexed by COCOA BEACH. This grant of easement shall also extend to all existing water distribution facilities presently owned by COCOA and located on or under parks and other public places owned or under the control of COCOA BEACH for the limited purpose of providing potable water service to said parks and other public places, and for such additional water distribution facilities as may hereinafter be installed by COCOA on or under said parks and other public places upon prior written consent of the City Manager or City Commission of COCOA BEACH. The purposes for which COCOA may use these easements are for maintenance, repair, installation, improvement, and operation of the

water distribution facilities for the benefit of customers located within and outside the municipal limits of COCOA BEACH subject to the terms and conditions of this Agreement.

b. This grant of easement shall, however, be subject to all applicable land use, zoning, right-of-way and other applicable regulations adopted by COCOA BEACH unless otherwise set forth herein. In addition, this grant of easement shall be subject to COCOA's and COCOA BEACH's commitment to avoid interference and conflicts with each other's utility and public infrastructure and improvements that may be installed within the subject easement area as set forth in §337.403, Florida Statutes and other applicable law. Further, for the installation of new facilities this grant of easement shall also be subject to COCOA BEACH's right to regulate the time and/or location of any excavations to preserve effective traffic flow, prevent hazardous road conditions, or minimize noise impacts.

c. COCOA shall be required to place its water distribution pipes underground as reasonably practical, rather than above ground.

d. This grant of easement shall continue for so long as this Agreement remains in full force and effect, except that the easement shall continue after termination of this Agreement to the extent necessary to supply water customers of COCOA located outside of the municipal limits of COCOA BEACH and such surviving easement shall be subject to the benefits and obligations set forth in this Agreement. If the easement continues after termination of this Agreement for the primary purpose of allowing COCOA to supply water customers outside of the municipal limits of COCOA BEACH, COCOA and COCOA BEACH agree to negotiate, in good faith, a post-termination transition agreement, as set forth in Section 22 below.

Section 6. **DURATION AND EFFECTIVE DATE OF AGREEMENT**. The effective date of this Agreement shall be the date the last party hereto signs this Agreement and when it is recorded in the public records of Brevard County, Florida, as required by Section 163.01(11), Florida Statutes. The term of the Agreement shall begin on the effective date and expire on_____, 2050.

Section 7. **RESTORATION AND REPAIR.** Prior to COCOA performing any planned construction activity, on, under or upon the streets, alleys, public utility and drainage easements, rights of way, parks and other public places of COCOA BEACH for any water distribution facilities, COCOA agrees that it will obtain a permit for said work from COCOA BEACH. COCOA BEACH agrees that it will not unreasonably withhold such permits and promptly issue said permits to COCOA without charge so long as COCOA is providing potable water to customers within the municipal boundaries of COCOA BEACH during the term of this Agreement. In emergency situations, COCOA will perform said temporary repairs as may be required prior to obtaining said permit, provided said permit shall be applied for as soon as possible thereafter. As a condition of said permit, COCOA agrees that it shall promptly and at its sole expense repair and restore any street, sidewalk or other public facility of COCOA BEACH that may be disturbed, damaged or removed by COCOA pursuant to the exercise of the rights granted hereunder to a condition substantially equal to or better than that existing prior to any work being performed.

Section 8. **PERMITS; OBLIGATIONS TO ASSIST IN OBTAINING PERMITS**.

a. COCOA shall be required to obtain all permits necessary to operate and maintain its water distribution system.

b. Upon request by COCOA, COCOA BEACH will cooperate and provide non-financial assistance to COCOA's efforts to obtain any and all permits necessary or convenient to the acquisition, alteration, replacement, expansion, or operation of the water distribution facilities, provided that said water distribution facilities are located within the municipal boundaries of COCOA BEACH, or such cooperation and support will benefit consumers within COCOA BEACH. For the purpose of this Agreement, the term "permits" shall mean all licenses, permits, or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient to the acquisition, construction, transfer, operation or expansion of the water distribution facilities, including but not limited to any general water use permits, temporary water use permits, individual water use permits or transfer of a water use permit issued by the St. Johns River Water Management District, the Florida Department of Environmental Protection, the United States Army Corps of Engineers, and all successor agencies.

c. In emergency situations, COCOA shall submit after-the-fact permits no later than thirty (30) days after the conclusion of each occurrence, excluding those occurences resulting from natural disasters or other acts of God.

Section 9. **WATER CONSERVATION.** COCOA BEACH will, at its discretion, cooperate and support COCOA with implementation of water conservation plans and will consider municipal ordinances relating to adopting codes for using cross-connection prevention devices, ultra-low flow water fixtures, and moisture sensing devices for irrigation systems and for the use of xeriscape landscaping alternatives. COCOA BEACH understands and agrees that notwithstanding anything to the contrary

in this Agreement, COCOA may, in its sole discretion, discontinue water services to any customer pursuant to COCOA's systematic rules and regulations in an effort to enforce compliance with water conservation plans.

Section 10. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES. COCOA shall, at all times during the term of this Agreement, be subject to all lawful exercise of police power by COCOA BEACH and to such reasonable regulations as COCOA BEACH shall hereinafter by Resolution or Ordinance adopt, provided that the terms of same being applied to COCOA shall not be inconsistent with the terms of this Agreement, and shall not be consistent with COCOA's rights and obligations to provide water to its customers under applicable law.

Section 11. LIABILITY OF COCOA/INDEMNIFICATION. To the extent permitted by law, COCOA shall indemnify and hold harmless COCOA BEACH and its officers and employees from and against any and all losses, obligations, fines, penalties, claims, suits, judgments, demands, personal injuries (including death), property and other damages, expenses (including without limitation attorneys' fees and costs) ("Claim") to the extent caused by the negligent act or omission of COCOA or any other person, contractor or entity acting under COCOA's control or direction in connection with the water services contemplated by this Agreement (other than COCOA's billing and collection of fees, taxes and other charges lawfully imposed by COCOA BEACH that appear on COCOA's utility billing system for which COCOA BEACH shall remain fully liable). COCOA BEACH shall notify COCOA within two business days of any Claim made against COCOA BEACH covered by the terms of this paragraph and COCOA shall have the right to defend, settle or compromise said Claim in its sole discretion. Nothing herein shall be

read to waive any defense of sovereign immunity by COCOA or COCOA BEACH as provided in Section 768.28, Florida Statutes.

Section 12. SERVICE STANDARDS. COCOA shall operate and maintain its water supply and distribution system and render efficient service in accordance with all applicable statutes, rules and regulations of the United States Environmental Protection Agency, Florida Department of Environmental Protection, the St. Johns River Water Management District, and applicable local government agencies and particularly in accordance with the following provisions:

a. Pressure. COCOA shall endeavor to deliver water in such quantities as will maintain at the fire hydrants the minimum requirements of the Code of Standards of the Insurance Service Office (ISO) and National Fire Protection Association (NFPA). However, COCOA does not guarantee that the supply of water to be distributed within COCOA BEACH shall be at all times constant or maintained at the pressure specified above, and it is understood that water pressure below the minimum requirements stated above due to undersized water distribution facilities, or the temporary cessation of delivery of water, or drop in water pressure at any time caused by, or in anticipation of, an act of God, fires, strikes, casualties, accidents, necessary maintenance work, breakdowns, damage to machinery or lines, civil or military authority or by riot or other cause beyond the control of COCOA shall not constitute a breach of the provisions hereof, or impose liability upon COCOA to COCOA BEACH, or to its inhabitants, or water consumers therein. "Planned" water outages for more than twenty-five (25) hours shall result in a courtesy telephone call to the City Manager of COCOA BEACH followed by written notification to COCOA BEACH as outlined in Section 20.

b. Potability. Water delivered hereunder shall be good and potable in accordance with the standards of the Florida Department of Environmental Protection or successor agency, and be substantially equal to that furnished by COCOA to other customers of its water system.

c. Meters. All water delivered to customers hereunder by COCOA (except water delivered to fire hydrants using a fire hydrant connection) shall be measured by meters of standard make and sufficient size. Said meters shall be provided and maintained by COCOA in accordance with industry standards and COCOA policies.

Section 13. EXTENSIONS TO THE SYSTEM. COCOA agrees that it will make extensions to the water mains and its distribution system provided for hereunder to serve new developments or customers within COCOA BEACH as such customers may require provided however that the cost of said extensions or modifications shall be borne by the developer or customer requiring the same in accordance with COCOA's then applicable service extension policy.

Section 14. HYDRANTS. COCOA agrees that it will maintain and replace, as needed, all existing public fire hydrants located within COCOA BEACH as of the date of this Agreement. COCOA shall routinely flow test all fire hydrants on a periodic basis based on the fire industry standards followed by COCOA in its testing of its own fire hydrants located within the city limits of COCOA. In regard to maintenance of any and all fire hydrants serviced by COCOA, COCOA will expedite repair service to any fire hydrant taken out of service. The COCOA BEACH Fire Department shall be notified immediately of any hydrant taken out of service. Until said hydrant is placed back in service after repair and during the time the hydrant is out of service, a notice shall be placed or

prominently indicated on the hydrant that it is out of service. New hydrants will be installed in conjunction with extensions for new development or redevelopment as required by COCOA BEACH at the expense of the developer or COCOA BEACH, as the case may be. In the event that COCOA BEACH shall require additional hydrants on existing lines, COCOA agrees that it will install the same provided that the mains are adequate to support fire stream requirements at the location requested and provided that COCOA BEACH agrees to reimburse COCOA for the actual cost of installing the new hydrants.

Section 15. RATES AND CHARGES FOR WATER SERVICE WITHIN COCOA BEACH.

a. The rates and charges to all customers or users within COCOA BEACH for water service shall be those rates and charges including, but not limited to, service charges, gallonage charges, ready-to-serve charges, reconnection charges, late fees, hydrant charges, impact fees and connection fees as COCOA shall, from time to time, establish by law, at its discretion, during the term of this Agreement.

b. COCOA's water service rates consist of a monthly service charge and a gallonage charge as metered. Customers located within the city limits of COCOA are charged the inside city rate. Customers located outside the city limits of COCOA, such as COCOA BEACH customers, are charged the outside city rate. This paragraph shall be limited to the water service rates adopted by COCOA (monthly service charge and gallonage charge) and is not intended to apply to any fees imposed by COCOA BEACH or other COCOA charges and fees.

c. Anything in this section to the contrary notwithstanding, COCOA agrees that at all times during this Agreement, rates and charges will be established by COCOA in accordance with applicable State and federal laws regulating the allowable

rates to be charged by COCOA's water system (whether now in effect or adopted in the future) as said laws may be amended from time to time during the term of this Agreement.

d. In addition to provisions in Chapter 180, Florida Statutes, as may be amended, COCOA agrees to provide prior written courtesy notice to the City Manager of COCOA BEACH of any public meeting or hearing at which COCOA will consider final approval of any adjustment to COCOA's water service rates affecting customers within the municipal boundaries of COCOA BEACH.

Section 16. REGULATION OF WATER SYSTEM.

a. COCOA is authorized and empowered to make any and all reasonable rules and regulations governing the use of the water distribution system, including, but not limited to: (i) the time and manner of payment for water furnished, including, but not limited to, connection and cut-off charges, and cash deposits to insure payment of charges; (ii) restricting the hours and days on which consumers in COCOA BEACH may use the water distribution system for conservation purposes; (iii) take such actions as are necessary in order for the water distribution system to comply with all applicable local, county, regional and federal regulations as may be in effect from time to time; (iv) curtail, suspend or terminate the right of a consumer to use the water distribution system for failure to pay charges when due, or otherwise failing to comply with such regulations. In the event service is curtailed, suspended or terminated to a particular user, said user will have to pay such reconnection fees as established by COCOA from time to time as a condition to the restoration of service.

b. The rules and regulations of the Florida Department of Environmental Protection require water providers to establish and implement a cross-

connection control program utilizing backflow protection at or for service connections in order to protect the water system from contamination caused by cross-connections on customers' premises. Pursuant to such required program, during the term of this Agreement COCOA, as a water provider, will require many of the water customers within COCOA BEACH to upgrade current facilities to install backflow prevention devices or other appropriate cross-connection controls on potable water systems. COCOA BEACH agrees to cooperate in the implementation of the cross-connection controls program within COCOA BEACH, including but not limited to the education of water customers and to the extent permitted by law (including but not limited to the ordinances, rules, regulations and guidelines of COCOA), the withholding of certificates of occupancy from water customers without proper backflow prevention devices when notified by a COCOA representative that improper or no backflow prevention devices were in place at the time of COCOA's inspection of the connection to COCOA's water distribution system.

Section 17. TAXATION OF IMPROVEMENTS. All rights, privileges and easements granted to COCOA herein, as well as the water distribution facilities presently owned by COCOA or hereafter acquired, shall be considered as public property of COCOA, used for public purposes, and shall, to the extent permitted by law, be exempt from all taxation, either ad valorem, personal, excise, license, specific or otherwise, by COCOA BEACH.

Section 18. IMPROVEMENTS BY COCOA BEACH. It is understood that COCOA BEACH may, from time to time, construct, improve and repair the streets, curbs, gutters, sidewalks, bike paths, storm sewers, reclaimed distribution systems, sanitary sewers and other similar improvements located within COCOA BEACH. In the event it is

necessary to relocate any portion of the water distribution facilities within COCOA BEACH because of these improvements, then COCOA BEACH will pay all costs necessary to relocate the water distribution facilities. In the event the water distribution facilities are damaged by a COCOA BEACH employee or independent contractor employed by COCOA BEACH, then COCOA BEACH will pay all costs necessary to repair the damage to the water distribution facilities, provided, however, that if the damage is caused by an independent contractor, COCOA BEACH shall stand subrogated to all rights and remedies of COCOA for the collection from the party legally responsible for the damage of all sums COCOA BEACH is required to pay to COCOA hereunder.

Section 19. PUBLIC RECORDS. The Parties understand and agree that COCOA and COCOA BEACH are public entities subject to the Florida Public Records Law. To the extent this Agreement constitutes the "provision of services" to COCOA BEACH within the scope of Section 119.0701(2), Florida Statutes, COCOA shall: (1) Keep and maintain public records required by COCOA BEACH to perform the services of this Agreement; (2) Upon request from COCOA BEACH, provide COCOA BEACH with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law; and (4) Upon completion of the Agreement, COCOA shall keep and maintain public records required by law and shall meet all applicable requirements for retaining public records.

As required by §119.0701(2)(a), Florida Statutes:

IF COCOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COCOA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, City of COCOA BEACH, 2 S. Orlando Avenue, COCOA BEACH, Florida 32931, Telephone: 321-868-3286, Email: cityclerk@cityofcocoabeach.com.

Section 20. NOTICES. All notices required pursuant to this Agreement shall be in writing, and shall be made by: (1) personal delivery; (2) nationally recognized, next day courier service; (3) first class registered or certified mail, postage paid; (4) facimile; or (5) electronic mails to the party's address specified in this Agreement. A notice shall be deemed received and effective upon actual receipt by the party, or if the notice is mailed, on the fifth (5th) business day after such notice is deposited in the mail or with a courier service or upon receipt, whichever occurs first. All notices shall be addressed as follows:

To COCOA:

City of COCOA
City Manager
John Titkanich
65 Stone Street
COCOA, Florida 32922

With a copy to:
Utilities Director
Jack Walsh
Jwalsh@cocoafl.org

To COCOA BEACH: City of COCOA BEACH
City Manager
James P. McKnight
2 S. Orlando Avenue
COCOA BEACH, Florida 32931

With a copy to:
Public Works Director Bob
Torres
Rtorres@cityofcocoabeach.com

Notice shall be provided to the above-named addresses unless directed otherwise in writing to the other party.

Section 21. PUBLIC SERVICE TAX. COCOA BEACH reserves the right to impose on the customers within the municipal boundaries of COCOA BEACH, at its discretion, a public service tax to the extent allowed and in accordance with Florida law, provided such tax shall not be considered a water service rate increase, shall be at no cost to COCOA and shall be borne solely by the customers within the municipal boundaries of COCOA BEACH. The public service tax may be adopted by the COCOA BEACH City Commission by ordinance, and COCOA agrees, on behalf of COCOA BEACH, to begin invoicing such tax to customers within the municipal boundaries of COCOA BEACH on the commencement date set forth in the ordinance, which will be no sooner than ninety (90) days after the adoption of the ordinance to allow sufficient time to modify COCOA's billing system to accommodate the public service tax. The public service tax shall be a cost of service and the tax shall be a pass-through cost to customers receiving water service within the municipal boundaries of COCOA BEACH. The public service tax authorized by law and hereunder shall be collected by COCOA on utility invoice of other fees and charges incurred from the purchaser of water at the time of the

payment for such service. COCOA shall collect and remit said public service tax collected from customers receiving water service within the municipal boundaries of COCOA BEACH to COCOA BEACH. COCOA BEACH agrees that, in exchange for COCOA collecting the public service tax on behalf of COCOA BEACH, COCOA shall have the right to impose and retain a billing processing fee equal to an amount set forth in a separate utility billing service agreement between COCOA and COCOA BEACH. COCOA BEACH agrees to indemnify and hold harmless COCOA and its officers and employees from and against any and all Claims, and to pay COCOA's attorneys' fees and costs, to the extent arising out of, related to or resulting from a challenge to said public service tax. Nothing herein shall be read to waive any defense of sovereign immunity by COCOA BEACH as provided in Section 768.28, Florida Statutes.

Section 22. FACILITIES AFTER EXPIRATION OR TERMINATION

a. In addition to serving customers within the boundraries of COCOA BEACH, the water distribution system of COCOA located within COCOA BEACH serves other parts of central Brevard County outside the boundaries of COCOA BEACH including Patrick Air Force base, areas adjacent to the City of COCOA BEACH and also customers within the unincorporated areas of Brevard County. The Parties understand and agree that COCOA's water distribution system within the boundaries of COCOA BEACH is interdependent with COCOA's water distribution system to such other communities and that both COCOA BEACH and COCOA have benefited from an interdependent water distribution system, including but not limited to shared costs and increased water quality, pressure and reliability (from looped facilities and additional flowage). Nothing in this Agreement is intended to interfere with COCOA's provision of water services to

customers located outside the boundaries of the City of COCOA BEACH. In the event this Agreement is terminated or expires without renewal of a new water service agreement and COCOA BEACH becomes responsible for providing potable water to customers within the boundaries of COCOA BEACH, then COCOA and COCOA BEACH agree to negotiate, in good faith, a post-termination transition agreement, as set forth in this Section 22.

b. Option to Purchase. COCOA BEACH reserves the right, as provided by law, that upon the expiration of this Agreement COCOA BEACH may purchase from COCOA the water distribution system of COCOA located within COCOA BEACH at a valuation to be fixed by mutual agreement or arbitration, and pursuant to a post-termination transition agreement as set forth in this Section 22, provided that COCOA BEACH notify COCOA in writing of its exercise of such option at least nine (9) months prior to expiration of this Agreement.

c. Upon expiration of this Agreement (except to the extent COCOA BEACH purchases the water distribution system of COCOA located within COCOA BEACH as set forth above) or upon termination of this Agreement, COCOA in its sole discretion may (i) abandon in place any portion of its water distribution facilities located within COCOA BEACH; or (ii) remove any portion of its water distribution facilities located within COCOA BEACH within six (6) months of the expiration or termination of this Agreement; or (iii) allow any portion of its water distribution facilities located within COCOA BEACH to remain in place, provided such facilities are not used to provide potable water service to COCOA BEACH customers; or (iv) any combination of the preceding choices.

d. Prior to termination or expiration of this Agreement (without renewal), COCOA and COCOA BEACH agree to negotiate and enter into a post-termination transition agreement. Negotiations shall commence within five (5) business days of the written request and be conducted expeditiously and in good faith. The transition agreement will set forth mutually acceptable terms and conditions for the orderly and expeditious transition of the portion of COCOA's potable water distribution system dedicated solely to providing potable water to customers within the municipal boundaries of COCOA BEACH from COCOA to another water utility which will be determined and selected by COCOA BEACH at its discretion. Said transition agreement shall (i) identify those portions of the water distribution system dedicated to serving only customers within the boundaries of COCOA BEACH and provide for conveyance of such facilities to COCOA BEACH at a valuation to be fixed by agreement or arbitration; and (ii) identify those portions of the water distribution system reasonably or practically necessary to provide potable water services to customers located outside the boundaries of COCOA BEACH including within the area known as Partick Air Force base, the areas adjacent to the City of COCOA BEACH and also to customers within the unincorporated areas of Brevard County, and provide for conveyance of such easements/right-of-way use licenses to COCOA at a valuation to be fixed by agreement or by arbitration. During this transition period, COCOA agrees to continue to deliver and sell potable water within COCOA BEACH and COCOA BEACH agrees to continue to authorize COCOA to so deliver and sell potable water within COCOA BEACH under the terms and conditions of this Agreement unless otherwise provided in the transition agreement.

e. Nothing herein shall require COCOA to sell, and COCOA shall retain ownership and control of, the water distribution facilities located within COCOA BEACH used or intended to be used for the purpose of supplying water customers located outside of the boundaries of COCOA BEACH and the easements granted to COCOA for such purpose shall survive expiration and termination of this Agreement, subject to the terms of the transition agreement.

Section 23. DEFAULT AND REMEDY. COCOA BEACH and COCOA recognize that the safe and dependable delivery of water within the municipal boundaries of COCOA BEACH and other parts of central Brevard County serves a vital public interest. Therefore, any violation of the material provisions of this Agreement or failure promptly to perform any of the material requirements thereof, shall be cause for the termination of this Agreement. However, before termination is sought, the complaining party shall provide the defending party at least thirty (30) days to cure the violation after written notice to the defending party. The time to cure shall be extended by the complaining party for not more than ninety (90) additional days if the defending party is diligently engaged in good faith efforts to cure such violation, failure, or default and the cure cannot be reasonably achieved within thirty (30) days. The procedure for termination shall be as follows: First, the complaining party shall notify the defending party in writing of the alleged violation(s) constituting the ground(s) for termination and provide the time by which the defending party must correct such violation(s). Second, if within the time designated by the complaining party, the defending party fails to remedy and/or put an end to the alleged violation, the governing body of the complaining party, after a public hearing on no less

than fifteen (15) days' notice, may, in its discretion, terminate this Agreement if it determines that the violation existed and the defending party failed to remedy same within the time required. The decision to terminate this Agreement by a governing body shall be subject to the requirement that the Parties negotiate and enter into a post-termination transition agreement as set forth in Section 22 of this Agreement. The Parties agree that a breach of this Agreement by one party that prevents the provision of water to customers in COCOA BEACH and/or other parts of central Brevard County creating a health safety emergency may give rise to an irreparable injury to the other party for which damages may not be adequate compensation, and consequently, that the other party may be entitled, in addition to all other remedies available to it at law or equity, to injunctive and other equitable relief to prevent such breach and to secure the specific performance of the Agreement without proving actual damages or posting bond or other security.

Section 24. <u>COCOA'S CONDEMNATION POWERS.</u> Nothing herein is intended to limit or restrict COCOA's authority to obtain private property within the boundaries of COCOA BEACH or elsewhere for the purpose of installing or maintaining the water distribution facilities or system servicing COCOA's customers. COCOA BEACH agrees to provide non-financial assistance to COCOA related to COCOA's efforts to condemn private property within the boundaries of COCOA BEACH to the extent necessary or convenient to the acquisition, alteration, replacement, expansion, or operation of the water distribution facilities and systems, provided that said water distribution facilities and systems are located within the boundaries of COCOA BEACH, or such cooperation and support will benefit consumers within COCOA BEACH.

Section 25. SAFETY AND EMERGENCY ALERTS. If at any time during the term of this Agreement COCOA determines that it is necessary to issue any safety or emergency alert regarding its water distribution facilities or system servicing customers within the municipal boundaries of COCOA BEACH (e.g., boil water alert; water contamination notice), COCOA agrees to promptly provide said notice to COCOA BEACH as required by law and COCOA's policies.

Section 26. MISCELLANEOUS PROVISIONS

a. Consents and Approvals. Unless expressly provided otherwise, where this Agreement requires approval by COCOA BEACH then the City Manager of the City of COCOA BEACH or his designee is authorized to grant or deny such requests and where this Agreement requires approval by COCOA then the City Manager of the City of COCOA or his designee is authorized to grant or deny such requests.

b. Severability . If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

c. Entirety. This Agreement represents the entire understanding of the Parties hereto and no other agreement, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties thereto.

d. Amendments. This Agreement may be amended from time to time to meet future conditions not presently anticipated, provided that COCOA shall not be called upon to amend this Agreement upon which any revenue bonds or certificates are

outstanding and unpaid in a manner that will injure or impair the security of such revenue bonds or certificates, nor be violative of any of the covenants of COCOA in its proceedings from the issuance of such revenue bonds or certificates. Any amendments to this Agreement shall be in writing and signed by both Parties and will require the approval of the governing bodies of COCOA BEACH and of COCOA.

e. Successors and Assigns. This Agreement may be assigned, in whole, by any party hereto without the consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

f. Applicable Law. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement. Venue for any suit involving this Agreement shall be in Brevard County, Florida.

g. Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting the waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waiver, either expressly or impliedly, any other breach of this Agreement.

h. Headings. The headings provided in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

i. Attorney's Fees. Unless otherwise expressly stated elsewhere in this Agreement, the Parties agree to bear their own attorney's fees and legal expenses arising out of this Agreement.

j. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

k. Duty to Cooperate. The Parties will work together in good faith to implement the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and seals.

CITY OF COCOA, a Florida municipal corporation

By: _____

Jake Williams, Jr., Mayor

[City Seal]

ATTEST: _____
Carie Shealy, MMC
City Clerk

Date: _____

CITY OF COCOA BEACH, a Florida municipal corporation

By: _____

Ben Malik, Mayor

[City Seal]

ATTEST: _____
Loredana Kalaghchy
City Clerk

Date: February 6, 2020

Legislation Details (With Text)

File #:	20-118	**Version:**	2	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/11/2020			**In control:**	City Council
On agenda:	3/11/2020			**Final action:**	
Title:	Approve a Second Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC and its successors to extend various permitting deadlines and to allow for certain tree removal activities prior to site plan approval, provided that certain security is provided to the City. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Grand - request for DA extension.pdf Second Addendum to 2075 W King Street Development Agreement - Cocoa Grand LLC.pdf Exhibit B - Tree Survey 2-21-20.pdf Exhibit C - Location of Silt Fence.pdf Exhibit D - Development Agreement - 2075 W. King Street Land Trust (recorded).pdf Exhibit E - Addendum to Binding DA - RECORDED.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2020
Agenda Date: March 11, 2020
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Second Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC and its successors to extend various permitting deadlines and to allow for certain tree removal activities prior to site plan approval, provided that certain security is provided to the City.

BACKGROUND:

On October 10, 2017 the City Council exercised its authority under the Florida Municipal Home Rule Powers Act, ss. 166.011, et seq., and specifically, Section 166.021, Florida Statutes and approved a Binding Development Agreement for the subject parcel. (Exhibit D) The concept plan for which consisted of an ACLF (Adult Congregate Living Facility) comprised of 11 buildings totaling 100 units along with an independent living residential area and a 55-and-older residential area to be constructed on the southern portion of the parcel and around the existing lake with some commercial use on the northern portion of the property abutting SR520.

On March 14, 2019, the City Council entered into an Addendum to the Binding Development Agreement which significantly altered the substance of the project and allowed for the development of a multi-family apartment facility with up to 312 apartment units, a clubhouse, a car wash, and other buildings to serve the project. (Exhibit E)

The Addendum established deadlines within which the Developer would file complete applications for further development approvals and obtain such approvals, which have or are about to expire. The Developer has requested an extension of these deadlines and has also requested approval for certain tree removal activities prior to site plan approval, provided that certain security is provided to the City.

Staff Analysis of Addendum to the Original Development Agreement

Permit Deadlines:
This second Addendum to the Development Agreement would provide for extension of the permit deadlines as follows:

- Within 3 months the Developer shall prepare and file all required applications, information and engineering plans with the City of Cocoa necessary to obtain floodplain development approval, final site plan approval and final engineering approval for the Project.
- Within 9 months the Developer shall obtain approval of the site plan.
- Within 18 months the Developer shall obtain building permits and commence vertical construction of the Project.

Tree Removal Activities:
The second Addendum would also provide approval for the removal of trees located within the area depicted on the tree survey (Exhibit B) along with the installation of a silt fence (Exhibit C), soil tracking prevention devices (gravel driveway at the entrance) and other stormwater pollution prevention devices, prior to the commencement of the tree removal activities. This tree removal approval is conditioned upon the Developer providing an irrevocable stand-by letter of credit or cash security to the City in the amount of $107,022.00 prior to any tree removal occurring.

Appendix A, Zoning, Article XIII, Sec. 22 Landscape Requirements, provides that Site Plans must be accompanied by a landscape plan and a tree survey, locating all trees outside the building envelope (structure and seven and one-half (7 ½) feet around the perimeter). It further provides that tree removal activities authorized by a city-approved site plan or building permit may be conducted without a tree removal permit. The Developer has not yet obtained a site plan and, therefore, non-nuisance species tree removal is not permitted absent satisfying the City's tree removal criteria for each tree to be removed.

However, the City Council has approved the previous Addendum, and the revised Concept Plan attached thereto, which depicts the intended location of the various buildings, roadways and stormwater features. The Developer has submitted a complete tree survey, identifying trees that will need to be removed pursuant to the approved Concept Plan and showing the location of the proposed silt fence to be installed. The Developer has also agreed to provide an irrevocable letter of credit to the City in the amount above. The letter of credit, or cash security, would be used by the City in the event that the City Council declares the Developer in default and terminates the Development Agreement, or in the case where the Developer has abandoned construction of the Project. The letter of credit will remain in effect until the Developer completes construction of the project and obtains final certificate of occupancies for the Project.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Second Addendum to the Binding Development Agreement between the City of Cocoa, Florida and The Cocoa Grand, LLC and its successors to extend various permitting deadlines and to allow for certain tree removal activities prior to site plan approval, provided that certain security is provided to the City.

The Cocoa Grand, LLC
P.O. Box 518
Phenix City AL. 36868

Feb. 07, 2020

The property that we own located at 2075 W. King St. Cocoa FL has a Development Agreement that is set to expire in early March 2020. This Development Agreement allows us to build up to 312 apartment units.

Since the Development Agreement was granted, we have diligently been working to obtain all necessary permitting from the appropriate State Agencies. This process has taken more time than anticipated due to the prior use of the land over many decades as a borrow pit. We have satisfactorily addressed all issues to date related to the site. We have also been issued a Mass Grading permit from SJRWMD.

Our Civil Engineer – Morgan & Associates – Andy Kirbach has submitted the Civil Plans for the site. The initial plan review generated numerous comments. Replies to the comments from the initial plan review are in the process of being submitted and will be complete by Feb. 10, 2020.

We are requesting that the Development Agreement allowing up to 312 apartment units be extended for an additional 6 months from its scheduled expiration date.

Our Mass Grading permit from SJRWMD allows for land clearing and grading, however we understand that we cannot start work without the City of Cocoa's consent. We are also asking that the City of Cocoa consent to allowing us to start the Mass Grading work as permitted by SJRWMD and issue us an Early Start Land Clearing permit.

The Land Clearing and Mass Grading work alone will take three to four months to complete with good weather. During this time all final plan approvals can be

obtained. We have all construction funding in place for this project. We need to get started immediately.

Our project will cost over $30 million dollars, and will generate substantial sales tax revenue. It will also create additional business revenue due to the construction workers staying and eating in Cocoa during its construction. After construction it will generate substantial property tax revenue for decades. Its residents will spur additional business growth on the Hwy 520 corridor, thereby increasing sales tax revenue. We know that our completed project will be an asset to Cocoa and its citizens.

I am asking for your understanding and help to allow us to start work on this project immediately.

Respectfully,

Juston Trimback
Managing Member
The Cocoa Grand, LLC
334-480-4001 – office
334-468-0604 - cell

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

SECOND ADDENDUM TO BINDING DEVELOPMENT AGREEMENT

THIS SECOND ADDENDUM TO BINDING DEVELOPMENT AGREEMENT ("Second Addendum") is made and executed this _____ day of _____, 2020, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **THE COCOA GRAND, LLC,** a Florida limited liability company ("Developer"), whose address is PO Box 518, Phenix City, Alabama 36868.

WITNESSETH:

WHEREAS, Developer owns property south of SR 520 in the City of Cocoa, Brevard County, Florida, with Tax Parcel ID 24-36-31-00-265, more particularly and legally described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, Developer's predecessor in title and the City entered into a Binding Development Agreement on October 10, 2017, which was recorded in the Public Records of Brevard County, Book 8013, Page 2889 on October 27, 2017 (the "Agreement"), governing the future development of the Property; and

WHEREAS, Developer's predecessor in title and the City entered into an Addendum to the Binding Development Agreement on March 14, 2019, which was recorded in the Public Records of Brevard County, Book 8391, Page 1106 on March 18, 2019 (the "Addendum"), which significantly altered the substance of the Agreement and provided for the development of the Property into a multi-family apartment facility with up to 312 apartment units, with a clubhouse, a car wash, and other buildings necessary to serve the project (the "Project"); and

WHEREAS, the Addendum established certain deadlines within which the Developer, including successors in interest, would file complete applications for further development approvals and obtain such approvals, which have expired; and

WHEREAS, the City desires to extend these applicable deadlines as set forth herein and to further allow for certain tree removal activities prior to site plan approval, provided that certain security is provided to the City; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

1.0 Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2.0 Development Timeline Amended. The Agreement and Addendum are hereby further modified to provide a new development timeline as follows:

Within three (3) months from the Effective Date of this Second Addendum, the Developer, at its expense, shall prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain floodplain development approval, final site plan, and final engineering approval for the Project consistent with the Concept Plan. The Developer shall obtain approval of the site plan within nine (9) months of the Effective Date of this Second Addendum. Further, Developer shall receive building permits and substantially commence vertical construction of the Project, which shall at minimum include building foundations, within eighteen (18) months of the Effective Date of this Second Addendum. If the Developer fails to meet the development timelines provided herein or permanently abandons construction of the Project, the City shall have the right to declare the Developer in default pursuant to Section 24 of the Addendum. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement and all Addendums without penalty as provided herein.

3.0 Tree Removal. Appendix A, Zoning, Article XIII, Sec. 22 Landscape Requirements, provides that Site Plans must be accompanied by a landscape plan and a tree survey, locating all trees outside the building envelope (structure and seven and one-half (7 ½) feet around the perimeter). It further provides that tree removal activities authorized by a city-approved site plan or building permit may be conducted without a tree removal permit. The Developer has not yet obtained a site plan and, therefore, non-nuisance species tree removal is not permitted absent satisfying the City's tree removal criteria for each tree to be removed. However, where the City Council has approved the previous Addendum and revised Concept Plan attached thereto and where the Developer has submitted a complete tree survey, identifying trees that will need to be removed pursuant to the approved Concept Plan, the City hereby authorizes the tree removal activities identified in the tree survey, attached hereto as **Exhibit B**, and subject to the requirement that a letter of credit or cash security be submitted to the City prior to any tree removal occurring. In addition, the City hereby authorizes the Developer to install a silt fence, soil tracking prevention devices (gravel driveway at the entrance), and other stormwater pollution prevention devices prior to commencement of the tree removal activities.

Prior to tree removal activities occurring, the Developer, at its expense, shall secure the replacement cost of the trees to be removed, by providing the City with an irrevocable stand-by

letter of credit in the amount of $107,022.00 or providing cash security in an equal amount. A letter of credit shall be in favor of the City and shall be issued by a bank mutually agreed to by the parties and shall be in a form acceptable to the City Attorney to effectuate the purpose of this Second Addendum. The letter of credit shall be subject to being drawn upon by the City in the event that (1) the City Council has declared the Developer in default pursuant to Section 24 of the Addendum and terminated the Agreement and all Addendums; or (2) the Developer has permanently abandoned construction of the Project. In either event, the City shall have the right to immediately draw upon the letter of credit by presenting it to the bank for payment of the amount due the City. The letter of credit shall remain in effect until such time as the Developer timely completes construction and obtains final certificate of occupancies for the Project. Should the Developer choose to submit cash security rather than a letter of credit, a Security Agreement in a form acceptable to the City Attorney must be executed, containing similar terms as described herein for the letter of credit.

4.0 **Notices.** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and regular U.S. mail and shall be sent to:

For the City:
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:
The Cocoa Grand, LLC
Attn: Juston Trimback
PO Box 518,
Phenix City, Alabama 36868

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

5.0 **Effective Date.** This Second Addendum shall become effective upon approval by the City Council and execution by both parties hereto.

6.0 **Recordation.** Upon full execution by both parties hereto, this Second Addendum shall be recorded in the public records of Brevard County, Florida, and shall run with the land.

7.0 **Miscellaneous.** All terms and conditions of the Agreement and Addendum, which are not expressly and specifically modified by this Second Addendum, shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of the following witnesses:

CITY OF COCOA

By: _____
Jake Williams, Jr., Mayor

_____
Signature of Witness

_____
Printed Name of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

CITY SEAL

ATTEST:

By: _____
Carie Shealy, Agency Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by Jake Williams, Jr., the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Signed, sealed and delivered in the presence of the following witnesses:

THE COCOA GRAND, LLC

_____

_____
Signature of Witness

_____
Printed Name of Witness

Print name and title: _____

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by_____, the _____of The Cocoa Grand, LLC, on behalf of the company, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

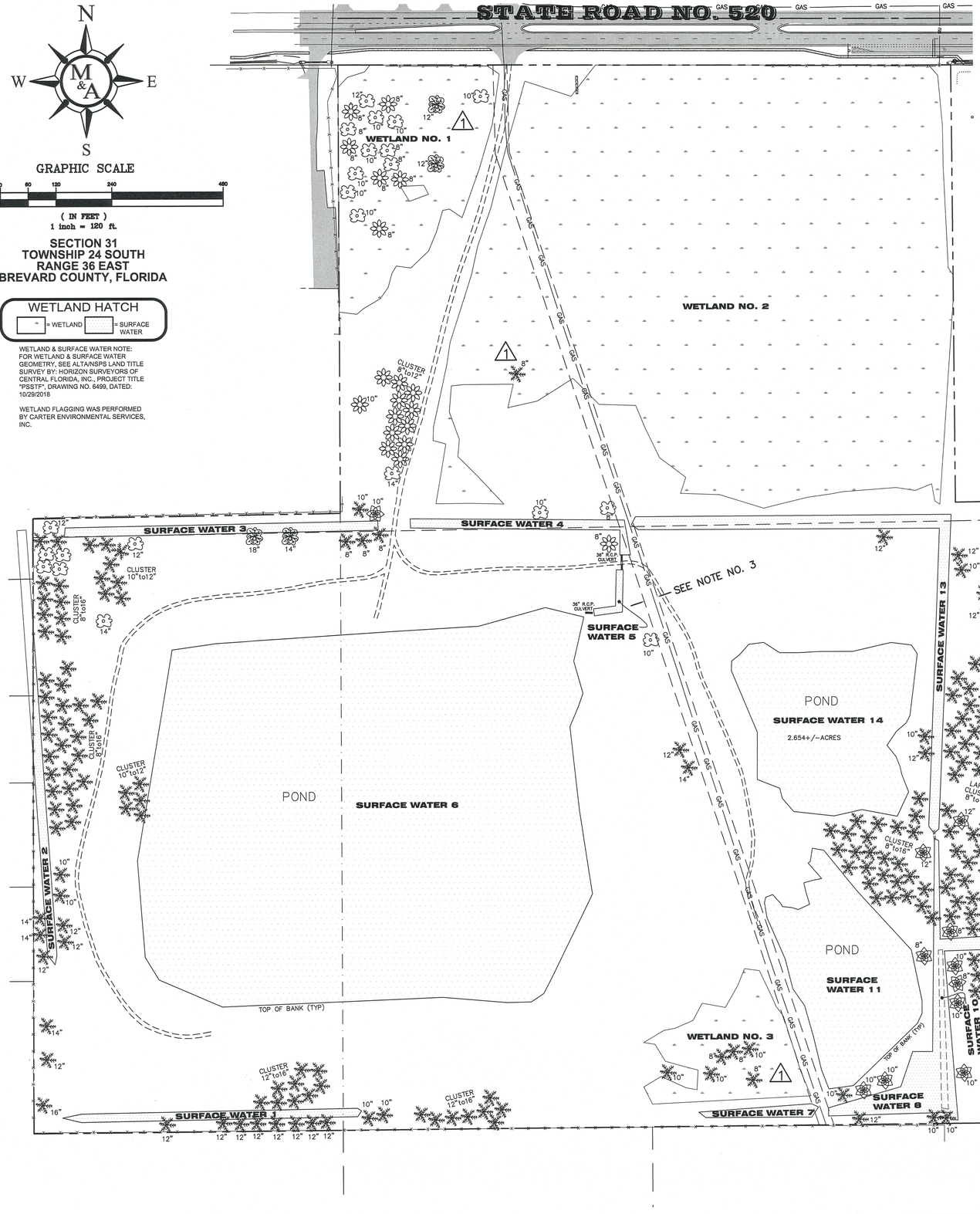
EXHIBIT A
LEGAL DESCRIPTION

DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 520 A (200 FOOT WIDE RIGHT OF WAY) (SAID PARCEL KNOWN AS TAX PARCEL 265) TOGETHER WITH THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 662.29 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°04'44" W., ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 960.96 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 520, A (200 FOOT WIDE RIGHT OF WAY); THENCE RUN S 89°43'50" E., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1320.29 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4585, PAGE 1136, OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY, FLORIDA; THENCE RUN S 00°20'11" E., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 937.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED OFFICIAL RECORDS BOOK 4585, PAGE 1136, OF SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1341.42 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 131.23 ACRES MORE OR LESS.

COCOA GRAND SPECIAL PURPOSE TREE SURVEY



GRAPHIC SCALE

120 0 60 120 240 480

(IN FEET)
1 inch = 120 ft.

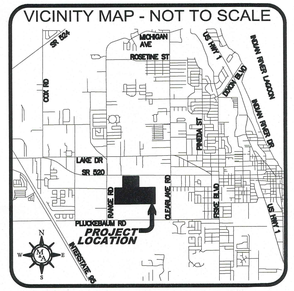
SECTION 31
TOWNSHIP 24 SOUTH
RANGE 36 EAST
BREVARD COUNTY, FLORIDA

WETLAND HATCH
= WETLAND = SURFACE WATER

WETLAND & SURFACE WATER NOTE:
FOR WETLAND & SURFACE WATER GEOMETRY, SEE ALTA/NSPS LAND TITLE SURVEY BY: HORIZON SURVEYORS OF CENTRAL FLORIDA, INC., PROJECT TITLE "PSSTF", DRAWING NO. 6499, DATED: 10/29/2018

WETLAND FLAGGING WAS PERFORMED BY CARTER ENVIRONMENTAL SERVICES, INC.

VICINITY MAP - NOT TO SCALE



= ELM
= OAK
= MAPLE
= LAUREL OAK
= PALM

Note:

1. THE TREES WERE LOCATED WITH THE USE OF PHOTOGRAMMETRY AND GROUND TRUTHING. THE SITE HAS BEEN PREVIOUSLY CLEARED/DISTURBED AND CONSISTS OF AN EXTENSIVE COVERAGE OF INVASIVE/NUISANCE VEGETATION CONSISTING OF PRIMARILY BRAZILIAN PEPPER. THE TREES SHOWN TYPICALLY ARE 6-8" MINIMUM AND REACH 16" DIAMETER, AND GROUPED/CLUSTERED, AS NOTED.
2. TREES WITHIN THE WETLAND AREAS WERE NOT LOCATED SINCE THE WETLANDS ARE TO BE PRESERVED/CONSERVED. AT SUCH TIME IF THE WETLANDS ARE TO BE IMPACTED, WETLAND MITIGATION WILL ADDRESS THE VEGETATION/HABITAT LOSE DURING THE REGULATORY PERMITTING/MITIGATION PROCESS.
3. THE FLORIDA GAS TRANSMISSION EASEMENT HAS BEEN ALREADY CLEARED BY OTHERS.

Revision	
A	Trees Within Wetlands Added 2/21/2020
A	Drawn: C. BOWERS 2/6/2020
A	Checked: A. KIRBACH 2/6/2020

COCOA GRAND
BOUNDARY & TOPOGRAPHIC SURVEY
SECTION 31, TWN. 24 S., RNG. 36 E.
CITY OF COCOA
BREVARD COUNTY, FLORIDA

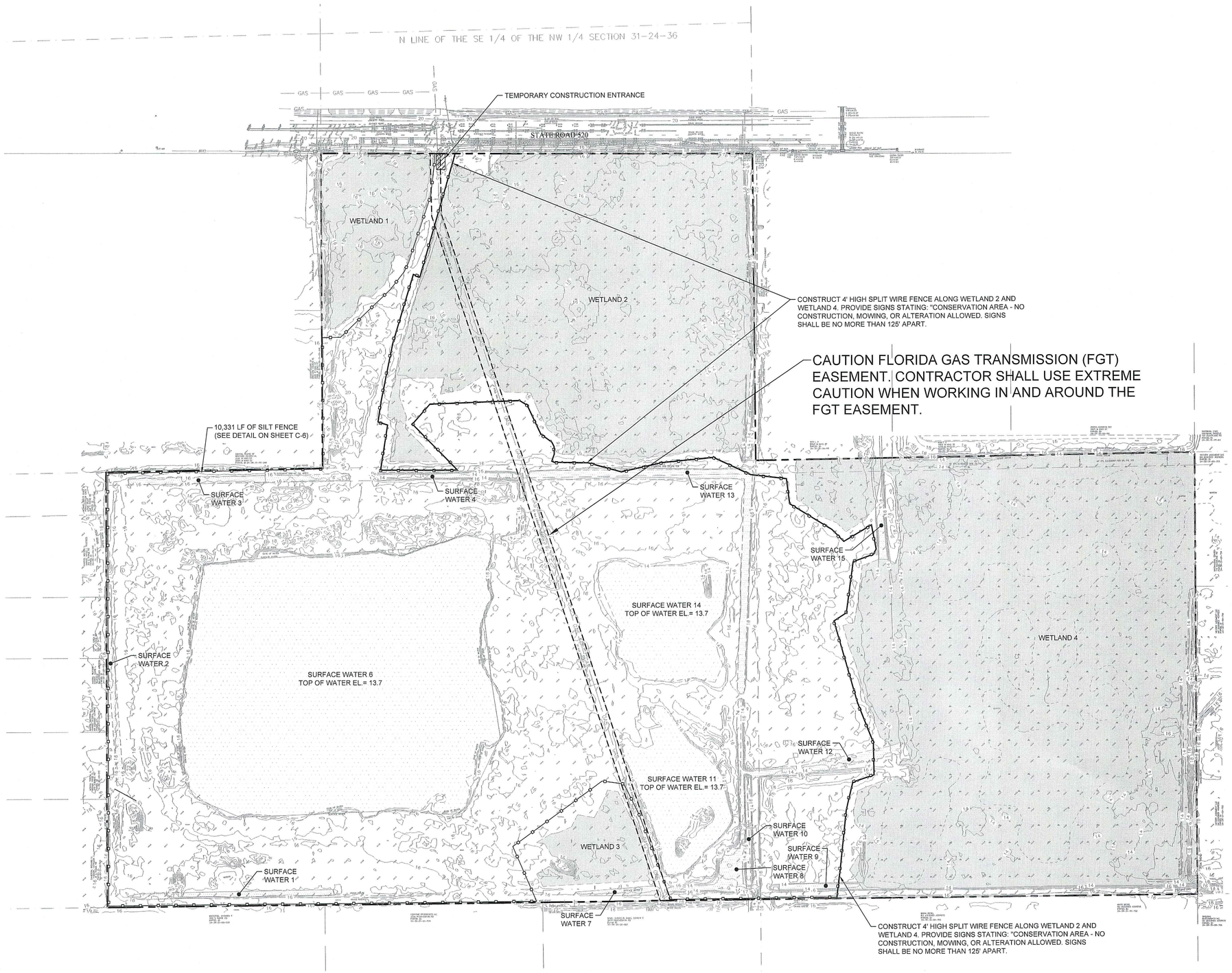
MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B. # 7903 / L.B. #7040
504 North Harbor City Blvd. Melbourne, FL. 32935
Phone (321) 751-6088 Fax (321) 751-6089

Project #: 2018-077
Drawing #: 2018-077 COCOA GRAND TREES.DWG
Scale: Horiz. 1" = 120'
Vert. N/A
Sheet #:
TREES
SHEET 1 OF 1

The Survey and this drawing have been prepared to conform with applicable Standards of Practice as set forth by The Florida Board of Professional Surveyors and Mappers in Rule 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This Certification is a statement of professional opinion based on the surveyor's knowledge, information and belief, which is based on the existing field evidence and documentary evidence as provided to the surveyor and is not an expressed or implied warranty or guaranty. This survey is not valid without original surveyor signature and raised seal.

CHRISTOPHER S. BOWERS, FL
PROFESSIONAL SURVEYOR &
MAPPER #5990
2/6/2020
SURVEY DATE

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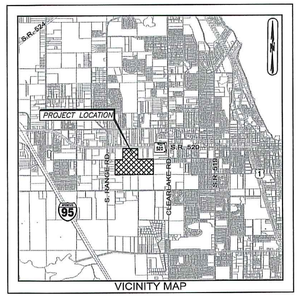


EXISTING CONDITIONS PLAN

NORTH

0 150' 300'

GRAPHIC SCALE
SCALE: 1" = 150'
HALF SIZE: 1" = 300'



VICINITY MAP

NOTES:

1. TOPOGRAPHIC SURVEY PREPARED BY MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC. DATE 08-20-2019. ELEVATIONS SHOWN ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (N.A.V.D. 88).
2. THE CONTRACTOR SHALL PERFORM HIS WORK IN ACCORDANCE WITH REQUIREMENTS OF THE VARIOUS PERMITS. ENVIRONMENTAL CONTROLS SHALL BE USED AT LOCATIONS DESIGNATED IN THE PLANS AND/OR DESIGNATED BY THE ENGINEER/PERMITS.
3. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS BASED ON AVAILABLE RECORDS AND SURVEYS BUT IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO AND IS RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WITH PROJECT CONSTRUCTION. PRIOR TO ORDERING DRAINAGE STRUCTURES, THE CONTRACTOR SHALL DETERMINE IF DRAINAGE/UTILITY CONFLICTS EXIST. INFORMATION ON CONFLICTS IS TO BE SUBMITTED TO THE OWNER'S REPRESENTATIVE AS SOON AS POSSIBLE AFTER DISCOVERY FOR RESOLUTION.
4. SEE WETLAND INFORMATION UNDER SEPARATE COVER PREPARED BY CARTER ENVIRONMENTAL SERVICES AND ATLANTIC ENVIRONMENTAL OF FLORIDA, LLC.
5. ADVERSE HYDROLOGIC IMPACTS TO ADJACENT AND RECEIVING WETLANDS AND TAILWATER CONDITIONS OF THE PROPOSED NEW STORMWATER POND SHALL BE ADDRESSED IN FUTURE PHASES OF THE PROJECT BASED ON THE PROPOSED NORMAL WATER ELEVATION OF THE NEW STORMWATER POND AND THE SEASONAL HIGH WATER ELEVATIONS IN THE ADJACENT AND RECEIVING WETLANDS.
6. THE CONTRACTOR SHALL HAVE THE PROJECT AREA COMPLETELY SILT FENCED WITH NO GAPS/OPENINGS WITH LIMITED VEHICULAR/EQUIPMENT ACCESS POINT.
7. ALL DISTURBED AREAS WILL BE SEEDED AND MULCHED WITHIN 30 DAYS OF COMPLETION OF ACTIVITY IN THAT AREA. SLOPES STEEPER THAN 3:1 SHALL BE SODDED.
8. TOPSOIL SHALL BE SEGREGATED AND STORED FOR SUITABLE GROWING MEDIA.
9. SEE SHEET C-8 FOR SILT FENCE DETAIL.

EROSION CONTROL NOTES:

1. ALL EROSION CONTROL MEASURES SHALL BE IN FULL CONFORMANCE WITH ALL APPLICABLE SJRWMD AND CITY OF COCOA PERMITS AND REGULATIONS.
2. AS A MINIMUM, ALL EROSION CONTROL STRUCTURES SHALL REMAIN IN PLACE UNTIL VEGETATIVE COVER IS REESTABLISHED IN THE UPLAND CONTRIBUTING DRAINAGE AREA.
3. THROUGHOUT THE CONSTRUCTION OF THE SITE, THE CONTRACTOR SHALL UTILIZE THE BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND TRANSPORT OF SEDIMENTS INTO PRESERVED WETLANDS AND DOWNSTREAM RECEIVING WATERS.
4. ALL DISTURBED AREAS (ABOVE NORMAL WATER LEVELS), INCLUDING TOP OF BANK, SIDE AND SIDE SLOPES SHALL BE SEEDED AND MULCHED.

FUGITIVE DUST CONTROL MEASURES:

1. FUGITIVE DUST WILL BE CONTROLED BY THE USE OF WATER ON THE UNPAVED ROADS, IN PROCESSING AND LOADING AREAS AND IN AREAS WHERE DUST IS LIKELY TO BE PRODUCED. ALL WORK SHALL BE ONSITE. OFFSITE TRIPS PER DAY WILL RANGE FROM 0 TO 10 TRUCKLOADS.

DEWATERING PUMPAGE NOTES:

1. DEWATER EXISTING SMALL PONDS (SURFACE WATERS 11 AND 14) AND EXCAVATE THE NEW WET DETENTION POND. DEWATERING DISCHARGE SHALL BE DIRECTED TO THE EXISTING BORROW PIT (SURFACE WATER 6). OVERFLOW SHALL BE OVERLAND TO EXISTING SITE/ADJACENT WETLANDS AND EXISTING OUTFALL, EVENTUALLY DRAINING OFFSITE TO THE PLUCKEBAUM DITCH. FILL MATERIAL WILL BE PLACED AROUND THE NEW PROPOSED WET DETENTION POND TO ELEVATIONS NOTED.
2. DEWATER THE EXISTING BORROW PIT APPROXIMATELY 8 -10 FEET THEN EXCAVATE WEST AND NORTH PORTIONS OF THE EXISTING BORROW PIT. DEWATERING DISCHARGE SHALL BE DIRECTED TO THE NEWLY CONSTRUCTED WET DETENTION POND. OVERFLOW SHALL BE TO EXISTING ADJACENT WETLANDS AND EXISTING OUTFALL EVENTUALLY DRAINING OFFSITE TO THE PLUCKEBAUM DITCH. FILL MATERIAL WILL BE PLACED AROUND THE NEW PROPOSED WET DETENTION POND TO ELEVATIONS NOTED.
3. DEWATERING PUMPAGE ESTIMATED TO BE ± 500,000 GPD AVERAGE. DISCHARGE SHALL BE TO THE EXISTING SETTLING BASINS (BORROW PIT/PROPOSED STORMWATER WET DETENTION POND).
4. A 24" OUTFALL PIPE AT THE NEW PROPOSED WET DETENTION POND WILL BE SET AT ELEVATION 16.00 AND DISCHARGE TO THE EXISTING SITE AND ADJACENT WETLANDS THAT ARE TO BE PLACED UNDER CONSERVATION/PRESERVE EASEMENT. THIS OUTFALL WILL RECHARGE ADJACENT SITE/WETLAND AREAS IN ORDER TO PREVENT WETLAND AND AQUIFER IMPACT.

HOURS OF OPERATION:

1. EXCAVATION/HAULING/GRADING ACTIVITIES SHALL BE CONDUCTED FROM SUNRISE TO SUNSET.

PROPOSED BORROW PIT PRODUCTION:

1. BORROW PIT ESTIMATED TO PRODUCE 250,000 CUBIC YARDS OF FILL. THIS WORK SHALL START DECEMBER 2019 AND WILL TAKE APPROXIMATELY 3 MONTHS TO COMPLETE. FUTURE CONSTRUCTION WILL BEGIN AS SOON AS ALL APPLICABLE REGULATORY PERMITS HAVE BEEN RECEIVED.

SECURITY FENCING:

1. POINT OF ACCESS AT STATE ROAD 520 (W. KING STREET) SHALL BE SECURED BY LOCKING GATE WHEN NO ACTIVITY IS OCCURING. NO ADDITONAL FENCING IS PROPOSED ON SITE BECAUSE OF THE PRESERVATION/CONSERVATION OF THE ADJACENT WETLANDS AND THE SURROUNDING LAND USES.

METHOD OF EXCAVATION:

1. EXCAVATION IS PLANNED TO BE CONDUCTED BY USE OF A TRACKHOE, OR EQUIVALENT, TO A DEPTH OF -6.0 FEET.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
IT'S FAST. IT'S FREE. IT'S THE LAW.
WWW.CALLSUNSHINE.COM

Revision		Date:
1	PER SJRWMD COMMENTS	9/19/2019
	Designed: AK	Date: 08/21/2018
	Drawn: DD	Date: 08/21/2018
	Checked: AK	Date: 08/22/2018

COCOA GRAND
MASS GRADING

EXISTING CONDITIONS PLAN

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - C.B. # 7902 / L.B. #7040
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

Project #: 2018-077
Drawing #: MASS GRADING
Scale:
Horiz. 1"=150'
Vert. N/A
Sheet #:
C-2
Sheet 2 of 8

ANDREAS H. KIRBACH LICENSE No. 49431 STATE OF FLORIDA PROFESSIONAL ENGINEER
12-19-19
Seal: Morgan & Associates, Inc. CA 0532
Andreas H. Kirbach, P.E. Fl. 49431
Date:

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CFN 2017223246, OR BK 8013 Page 2889, Recorded 10/27/2017 at 10:25 AM, Scott Ellis, Clerk of Courts, Brevard County

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:
Anthony Garganese
City Attorney of Cocoa
Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

BINDING DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this 10th day of October, 2017, between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City") and **2075 W. KING STREET LAND TRUST** (hereinafter referred to as "Developer/Owner").

RECITALS

WHEREAS, Developer/Owner owns property (hereinafter referred to as the "Property") in Brevard County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Developer/Owner has requested, and the City Council of Cocoa approved on October 10, 2017, Developer/Owner's application to amend the Comprehensive Plan Future Land Use Map designation on the Property from Low Density Residential to Medium Density Residential and Conservation and the zoning map classification for a portion of the Property described on Exhibit "A" from RR-1 to **RU-2-15** for the intended purposes of developing an **Adult Congregate Living Facility** on the Property (collectively referred to as "Zoning Approvals"); and

WHEREAS, as part of its plan for the orderly development of the Property, Developer/Owner wishes to propose a general land use plan and mitigate negative impacts on abutting land owners and affected facilities or services; and

WHEREAS, the City is authorized to regulate development of the Property, and this Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act; and

WHEREAS, this Agreement was approved by the City Council as a condition of the Zoning Approvals and shall constitute a binding development permit and govern the future development of the Property along with other applicable provisions of the City of Cocoa Code ("City Code").

NOW, THEREFORE, the parties agree as follows:

1. The foregoing recitals are hereby incorporated herein as a material part of this Agreement. The City shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Developer/Owner, its grantees, successor or assigns in interest or some other association and/or assigns satisfactory to the City shall be responsible for the maintenance of any improvements.

2. The City and Developer/Owner agree that the Property shall be developed as a combination of 55-and-older residential, individually-owned condominiums or detached units; an Adult Congregate Living Facility (ACLF); and an independent living facility, as generally depicted on the Land Use Map which is attached hereto and fully incorporated herein as **Exhibit "B"** ("Land Use Map"). The Land Uses identified on the Land Use Map, i.e., a 55-and-older residential, individually-owned condominium or detached units; an ACLF, and an independent living facility (hereinafter "Approved Land Uses") shall be fixed in the locations designated on the Land Use Map and may not be altered absent an amendment to this Agreement. Notwithstanding the City's approval of the Land Use Map, Developer/Owner shall have the obligation to further submit and obtain the City's approval of a final site plan, final engineering plans, and subdivision, as and to the extent applicable by City Code. The submittals shall be consistent with the Land Use Map in all material respects and in compliance with the City Code. Developer/Owner acknowledges and agrees that the Land Use Map was not presented to the City with specific surveyed dimensions for the design and location of any buildings and infrastructure, and that during the final site plan, final engineering, or platting process such details shall be submitted to the City for consideration and dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. As such, Developer/Owner and the City agree that the Land Use Map is subject to reasonable boundary adjustments at the final site plan, final engineering, or platting phase in order to bring the Project into full compliance with the City Code. The Land Use Map is intended to be the general blueprint which establishes the Approved Land Uses for future physical development of the Property. The Land Use Map shall also serve as a necessary and material guide

for future permit applications and permitting. Specifically, the development of the Property shall also be subject to the following conditions:

(a) The 55-and-older units shall be individually owned, single story detached dwelling units or condominium units, and if said units are developed as condominiums, the units shall be in buildings with no more than four dwelling units per building. The dwelling units shall meet the minimum living area requirements of the City Code. The 55-and-older units shall be a deed restricted community with appropriate covenants to ensure the units remain a 55-and-older community. In addition, Developer/Owner agrees that the covenants shall also include a minimum 1-year rental restriction applicable to each dwelling unit, except that such restriction shall not prohibit short-term vacation rentals that are established by unit owners, from time to time, in accordance with all applicable local and state laws.

(b) Independent living units shall be developed with no more than four units per building, and all such buildings shall be single-story. Independent living units shall meet the minimum living area requirements for apartments in the RU-2-15 District, unless a Code amendment is approved amending such minimum living area requirements subsequent to the execution of this Agreement.

(c) The ACLF main facility shall be no more than two stories in height with a maximum of 120 assisted living units and shall house all of the communal facilities and areas utilized to provide services to the residents of the Property, such as commercial kitchens, visitors centers/clubhouses, storage facilities, offices, and other recreational and entertainment facilities.

(d) Developer/Owner and the City recognize that the component parts of the proposed Project will likely share common project infrastructure and facilities, such as common areas, roadways, stormwater and other utility facilities, and fences and walls. Developer/Owner agrees that during the site plan permitting process, Developer/Owner shall submit, as a condition of site plan approval, appropriate legal documentation to the City to support the future, perpetual maintenance of said

common areas, roadways and facilities.

3. Developer/Owner shall construct and maintain a six foot (6') buffer wall along the boundary of the Property buffering the 55-and-older units from the commercial property to the north as required by the City Code. In addition, a six foot (6') buffer wall shall be constructed and maintained along the southern boundary of the Property depicted as the ALF – Main Facility/Units area on the Land Use Map from the eastern edge of the large borrow area (approx. 16.79 acres) to the western edge of the most southern borrow area (approx. 2.26 acres) on the Property. Developer/Owner shall also provide a six foot (6') opaque fence on the western boundary of the Property and along the southern boundary of the Property on either side of the buffer wall, except that the opaque fence east of the buffer wall shall terminate at the boundary of the wetland (approx. 31.05 acres) depicted on the Land Use Map. Said wall and fence shall be permitted and constructed in accordance with the City Code. Upon construction, the wall and fence shall be maintained and kept in good order. The buffer wall and fence shall be in addition to landscaping requirements otherwise required by the City Code including, but not limited to, along the boundary of the Property.

4. Developer/Owner shall limit ingress and egress to SR 520.

5. Developer/Owner shall comply with all regulations and ordinances of Cocoa, Florida including, but not limited to, the City Code. This Agreement constitutes Developer/Owner's agreement to meet additional standards or restrictions in developing the Property. This Agreement provides no vested rights against changes to the Comprehensive Plan or land development regulations as they may apply to the Property.

6. This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property unless or until rezoned and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the City Council on October 10, 2017.

7. Violation of this Agreement will also constitute a violation of the Zoning Classification and this Agreement may be enforced by the Ordinances of Cocoa, Florida, as may be amended.

8. Conditions precedent. All mandatory conditions set forth in this Agreement mitigate

the potential for incompatibility and must be satisfied before Developer/Owner may implement the approved uses listed and depicted on the Land Use Map, unless stated otherwise. The failure to timely comply with any mandatory condition is a violation of this Agreement, constitutes a violation of the Zoning Classification and is subject to enforcement action as described in Paragraph 7 above.

9. The Developer/Owner hereby agrees and makes the following representations and warranties to the City:

(a) Developer/Owner is lawfully seized of the Property in fee simple and has full and lawful authority to execute this Development Agreement and bind the Property as set forth herein.

(b) The Property is free of all other encumbrances, including mortgages and liens.

This Agreement shall be recorded by the City and shall perpetually burden the Property unless amended or terminated by the Parties. This Agreement will, when duly executed and delivered by the City and Developer/Owner and recorded in the Public Records of Brevard County, Florida, constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement.

10. The City and Developer/Owner hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Developer/Owner represents that it has voluntarily and willfully executed this Agreement for purposes of binding the Property to the terms and conditions set forth in this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. 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.

12. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

13. This Agreement and all attached exhibits hereto supersedes any other agreement,

oral or written, regarding the Property and contains the entire agreement between the City and Developer/Owner as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

14. If any provision of this Agreement shall beheld 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.

15. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto. This Agreement is not binding upon the City unless approved by the City Council and executed by the Mayor.

16. The relationship of the parties to this Agreement is contractual and Developer/Owner 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.

17. 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, 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 two 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 three hundred thousand dollars ($300,000.00).

18. Developer/Owner agrees and acknowledges that 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.

19. 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 to this Agreement in the event of a dispute between the parties.

20. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

21. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

22. In connection with any arbitration or litigation arising out of this Agreement, each party shall bear their own attorney's fees and costs.

23. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer/Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Developer/Owner is in breach of any term and condition of this Agreement.

24. Should either party desire to declare the other party in default of any term and condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default, the manner in which the default can be cured, and a reasonable time period of not less than thirty (30) days in which the default must be cured. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this paragraph have been satisfied.

25. Unless termination of this Agreement is expressly authorized elsewhere in this Agreement, this Agreement may be terminated by mutual written agreement of the parties.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed all as of the date and year first written above.

ATTEST

Carie Shealy, MMC, City Clerk
(SEAL)

Mayor Henry U. Parrish
As approved by the Council on: 10/10/17

(Please note: You must have two witnesses and a notary for each signature required. The notary may serve as one witness.)

WITNESSES:

Steven Bridge II

Steven Bridge II
(Witness Name typed or printed)

Kenneth MacDonald

Kenneth MacDonald
(Witness Name typed or printed)

2075 W. King Street Land Trust

The Law Offices of
C. W. Wickersham Jr., P.A.
2720 Park Street, Suite 205
Jacksonville Florida 32205
(Address)

Trustee

Christopher W. Wickersham, Jr.
Chris Wickersham

STATE OF FLORIDA)
ss:
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 11th day of ~~September~~ October, 2017, by Chris Wickersham, Trustee of 2075 W. King Street Land Trust, who is ~~personally known to me~~ or who has produced _____ as identification.

Kenneth G MacDonald
Notary Public

My Commission expires:
SEAL
Commission No.:

Kenneth G MacDonald
(Name typed, printed or stamped)

KENNETH G. MACDONALD
MY COMMISSION # GG 051229
EXPIRES: November 29, 2020
Bonded Thru Notary Public Underwriters

EXHIBIT A

DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 520 A (200 FOOT WIDE RIGHT OF WAY) (SAID PARCEL KNOWN AS TAX PARCEL 265) TOGETHER WITH THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 662.29 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°04'44" W., ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 960.96 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 520, A (200 FOOT WIDE RIGHT OF WAY); THENCE RUN S 89°43'50" E., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1320.29 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4585, PAGE 1136, OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY, FLORIDA; THENCE RUN S 00°20'11" E., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 937.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED OFFICIAL RECORDS BOOK 4585, PAGE 1136, OF SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1341.42 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 131.23 ACRES MORE OR LESS.

OR BK 8013 PG 2898

LEGEND – PROJECT LAND USE AREAS

1 COMMERCIAL – MINI STORAGE PROJECT

2 RESIDENTIAL – 55+ PROJECT

3 ALF – MAIN FACILITY/UNITS

4 ALF – INDEPENDENT LIVING UNITS

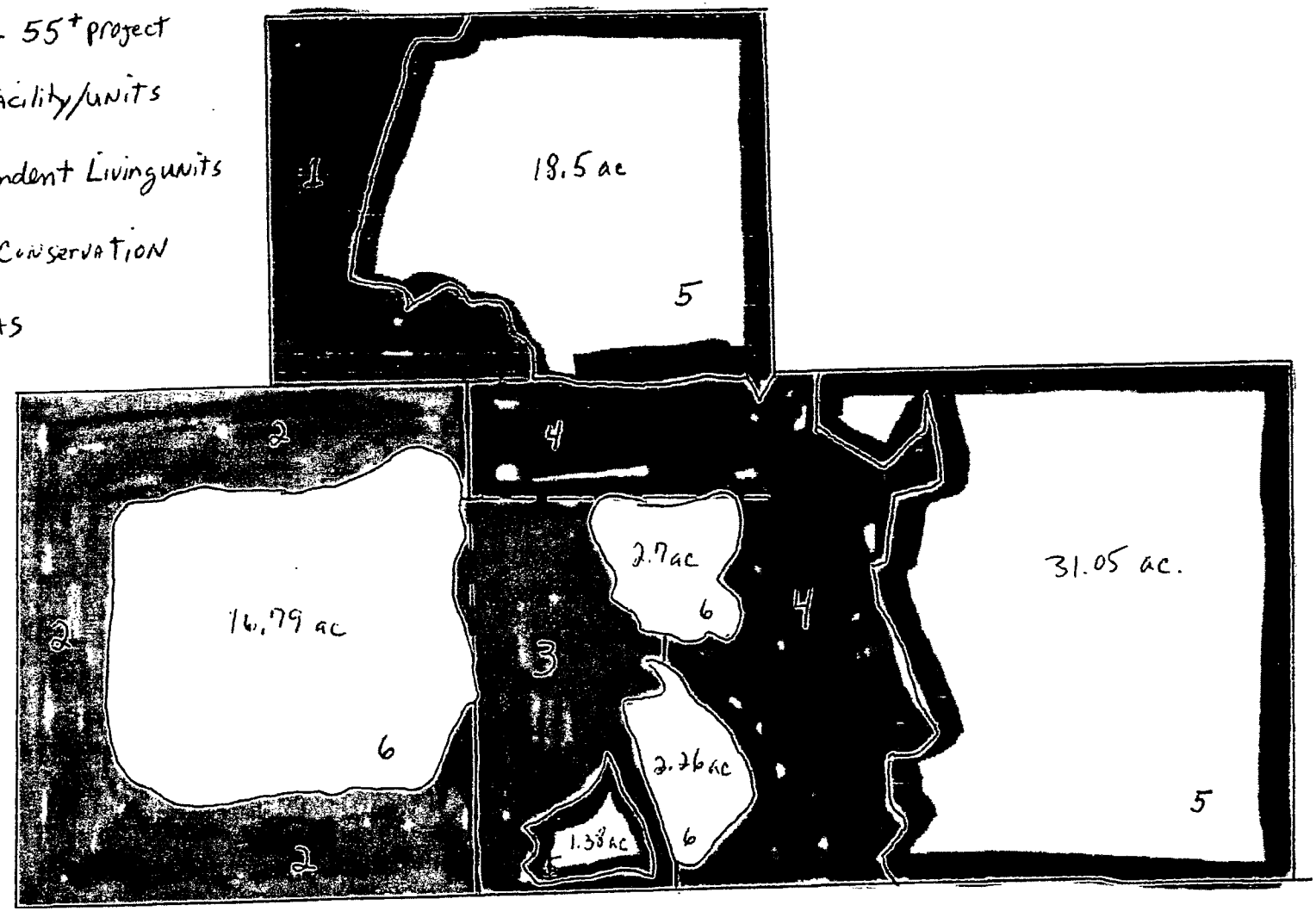
5 WETLANDS/CONSERVATION

6 BORROW AREAS

0 200 400

FEET APPROX.

NOT DRAWN TO SCALE



LAND USE MAP

CITY OF COCOA

EXHIBIT "B"

N

DATE: OCTOBER 10, 2017

CFN 2019054279, OR BK 8391 PAGE 1106,
Recorded 03/18/2019 at 11:44 AM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:12

**THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**
Anthony Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

**ADDENDUM TO BINDING DEVELOPMENT AGREEMENT
2075 W King Street**

THIS ADDENDUM TO THE BINDING DEVELOPMENT AGREEMENT ("Addendum"), is entered into this 14th day of ~~February~~ March, 2019, between the CITY OF COCOA, FLORIDA, a Florida municipal corporation (the "City"), and 2075 W. KING STREET LAND TRUST and successors (the "Developer/Owner").

RECITALS:

WHEREAS, Developer/Owner owns property south of SR 520 in the City, Brevard County, Florida, with Tax Parcel ID 24-36-31-00-265, more particularly and legally described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Developer/Owner and the City entered into a Binding Development Agreement on October 17, 2017, which was recorded in the Public Records of Brevard County, Book 8013, Page 2889 on October 27, 2017 (the "Agreement"), governing the future development of the Property; and

WHEREAS, the Agreement was approved by the Cocoa City Council as a condition of certain Zoning Approvals, namely a Comprehensive Plan Future Land Use Amendment from Low Density Residential to Medium Density Residential and Conservation and a rezone from RR-1 to RU 2-15 for a portion of the Property, and as further defined in the Agreement; and

WHEREAS, the Developer/Owner agreed to develop a portion of the Property as a combination of 55-and-older residential, individually-owned condominiums or detached units; an

Adult Congregate Living Facility (ACLF); and an independent living facility, as depicted on the "Land Use Map" attached as Exhibit B to the Agreement; and

WHEREAS, the Developer/Owner has requested this Addendum to eliminate the commitment to develop a portion of the Property as provided in the Agreement and instead develop a portion of the Property with an apartment facility with no more than 312 apartment units, as further defined herein; and

WHEREAS, the apartment units shall be market rate rentals, and the Project shall be privately financed such that the Developer/Owner shall not seek tax credit financing or other formal of local, state or federal government financial assistance for the construction of the Project; and

WHEREAS, the City is authorized to regulate development of the Property, and this Addendum is entered into pursuant to the Florida Municipal Home Rule Powers Act; and

NOW, THEREFORE, the parties agree as follows:

1. The foregoing recitals are hereby incorporated herein as a material part of this Agreement.

2. Sections 2 and 3 and Exhibit B of the Agreement, the "Land Use Plan," are hereby deleted in their entirety and replaced with the following. A new Exhibit B is attached hereto and incorporated herein by this reference as described below.

2. In accordance with the terms and conditions of this Addendum, the Developer/Owner represents and warrants to the City that it will expeditiously develop a portion of the Property, at its expense, into a multi-family apartment facility with up to 312 apartment units (the "Project"). The City and Developer/Owner agree that the Project shall include multi-family apartment buildings, a clubhouse, a car wash, and other buildings necessary to serve the Project, as generally depicted on the Concept Plan which is attached hereto and fully incorporated herein as **Exhibit B** ("Concept Plan"). The Concept

Plan is intended to be the general blueprint which depicts key aspects of the future physical development of the Property. The Concept Plan shall also serve as a necessary guide for future permit applications and permitting.

The Project shall be developed consistent with and in substantial conformance to the Concept Plan. The Developer/Owner shall have the obligation to further submit and obtain the City's approval of final engineering and a site plan, floodplain development permit, site development permit, building permits, and any other permit or approval required by the City Code of Cocoa (the "City Code"). The City and Owner expressly acknowledge and agree that the Concept Plan attached as Exhibit B was prepared prior to application for a floodplain development permit or approval and submittal of attendant engineering plans. Therefore, while the City recognizes this Concept Plan may be modified slightly to accommodate necessary changes related to drainage and flood storage, any such modification may not include (a) a different use of the Property; (b) an increase in the proposed number of units; (c) a reduction in the required amenities as provided in Section 3 below; or (d) a deviation from any condition provided in this Section. Except as provided above, these modifications shall be allowed as long as they are consistent with development standards noted in this Agreement and preserve the general character of the development shown on the Concept Plan. Developer/Owner further acknowledges and agrees that the Concept Plan was not presented to the City with final specific surveyed dimensions for the design and location of any buildings and infrastructure, and that during the final site plan and final engineering process, such details shall be submitted to the City for consideration and dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. The Owner shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which

are required in order to permit the Project in compliance with local, state, and federal law. The Owner shall be responsible for all recording fees associated with this Agreement.

Within six (6) months from the Effective Date of this Agreement, the Developer/Owner, at its expense, shall prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain floodplain development approval, final site plan, and final engineering approval for the Project consistent with the Concept Plan. The Owner shall obtain approval of the site plan within twelve (12) months of the Effective Date of this Agreement. If the Project fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid twelve (12) months, the City shall have the right to declare the Owner in default pursuant to Section 24 of the Agreement, as amended herein. If the Owner does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty as provided herein.

The Project shall further be subject to the following conditions:

a. The apartment units shall meet the minimum living area requirements for apartments in the RU-2-15 District.

b. The apartment and communal buildings shall be no more than thirty-five (35) feet in height.

c. No development, other than buffer walls or fences, shall be permitted on the west side of the existing 16.79-acre lake (former borrow pit).

3. The Developer/Owner shall be specifically required to develop the Project to include certain amenities, which shall be maintained in good and working condition throughout the life of the Project, shall be of adequate size to service the intended number of residential units, and shall be incorporated into the final site plan:

a. The Developer/Owner agrees to include a clubhouse with an

exercise/workout room, sauna, business center, and "party room" that may be reserved by residents for events; swimming pool; playground; dog park; car wash; sidewalk around the interior retention pond; and two (2) electric car charging stations;

b. The Developer/Owner agrees to incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, and energy-efficient HVAC systems;

c. Developer/Owner shall construct and maintain a six foot (6') buffer wall along the southern boundary of the Property from the point of the western boundary of Tax Parcel ID 24-36-31-00-506 to the western edge of the Conservation area on the Property, except that a fence may be provided within the natural gas easement area, if necessary to accommodate such easement. A six foot (6') buffer wall shall also be constructed and maintained along the northern boundary of the Property to the western edge of the driveway entrance. Further, a six foot (6') opaque fence shall be constructed and maintained along the boundary between the commercial and RU-2-15 zoning on the Property, from the eastern edge of the driveway entrance to the western edge of the Conservation area, provided that Developer/Owner acknowledges and agrees that future development on the commercially-zoned portion of the Property shall require an additional or replacement buffer, in the form of a wall or other vegetative buffer, upon request of the City and provided that applicable environmental permits may be obtained. Developer/Owner shall also construct and maintain a six foot (6') opaque fence on the western boundary of the Property and along the southern boundary of the Property where the buffer wall is not required. Said walls and fences shall be permitted and constructed in accordance with the City Code. Upon

construction, the walls and fences shall be maintained and kept in good condition. The buffer walls and fences shall be in addition to landscaping requirements otherwise required by the City Code including, but not limited to, along the boundary of the Property.

d. The Developer/Owner shall install full-cutoff, low-light emitting or LED streetlights and outdoor lighting fixtures, subject to approval by Florida Power and Light as applicable.

e. The Developer/Owner shall reserve a minimum of three (3) two-bedroom apartment units for City law enforcement officers to be rented at a fifty percent (50%) discounted rate, to be made available on a first-come, first-serve basis, at the time of initial leasing until there are no other two-bedroom apartments available at the facility. In addition, the Developer/Owner shall provide a lease preference above other tenant applicants to City law enforcement officers and firefighters, along with EMS and local school teachers, on a first-come, first-serve basis as long as it does not violate Federal Fair Housing statutes.

3. Section 24 of the Agreement is hereby amended as follows:

24. Should either party desire to declare the other party in default of any term and condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default, the manner in which the default can be cured, and a reasonable time period of not less than thirty (30) days in which the default must be cured. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the requirements of this paragraph have been satisfied. If Developer/Owner shall fail to cure such default within the Cure Period, then the City may, in its sole discretion and without penalty, exercise any of its rights and remedies provided

by law or in this Agreement including, but not limited to, termination. Upon termination for any reason, the City may initiate a Comprehensive Plan designation amendment and rezoning of the Property to the pre-Zoning Approval designation and zoning district, the advertising and noticing costs of which shall be borne by the Developer/Owner.

4. A new Section 26 is hereby added to the Agreement:

26. The Developer/Owner acknowledges and agrees that the City has adopted Residential Rental Standards in Chapter 6, Article VI of the City Code. The purpose of these Residential Rental Standards is to protect the public health, safety, morals, and welfare of the City by authorizing and establishing procedures for the inspection of residential rental dwelling units in order to determine compliance with all applicable building, housing, health, and property maintenance codes and the provisions of such Article VI; to establish minimum standards to make residential rental units fit for human habitation, occupancy and use; to fix certain responsibilities and duties upon owners and operators of residential rental units; to preserve the value of land and structures throughout the City; and to fix penalties and provide remedies for violations of such Article VI. The Developer/Owner shall be required to comply with all requirements of such Article VI, including registration requirements, and shall permit, without objection, properly-noticed inspections for the purposes and in the manner provided in Article VI.

5. All other terms and conditions of the Agreement not inconsistent with the provisions herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of: **CITY OF COCOA, FLORIDA**

Witness 1

Colleen O'Donnell
Print Name of Witness 1

Witness 2

Monica Arsenault
Print Name of Witness 2

By: _____
John A. Titkanich, Jr., City Manager

Date: 2/13/2019

Attest:
By: _____
Carie Shealy, MMC

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 13 day of Febuary, 2019 by John A. Titkanich, Jr., City Manager of the City of Cocoa, on behalf of the City of Cocoa. He is personally known to me and did not take an oath.

MONICA R. ARSENAULT
MY COMMISSION # GG 003349
EXPIRES: June 16, 2020
Bonded Thru Budget Notary Services

Notary Public

Commission No.: GG003349

2075 W. KING STREET LAND TRUST

By: The Law Offices of C. W. Wickersham Jr., P.A.
2720 Park Street, Suite 205
Jacksonville Florida 32205
Trustee

Print name:

Date: 3/14/2019

Signed, sealed and delivered in the presence of:

Witness 1

Shamika Boswell
Print Name of Witness 1

Witness 2

Michael R Yokan
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14th day of March, 2019 by Christopher Nicholson as trustee of 2075 W. King Street Land Trust. He is ✓ personally known to me or ___ produced the following identification _____ and did not take an oath.

Notary Public

Commission No.: GG 051229

KENNETH G. MACDONALD
MY COMMISSION # GG 051229
EXPIRES: November 29, 2020
Bonded Thru Notary Public Underwriters

EXHIBIT A
Legal Description of Property

DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 520 A (200 FOOT WIDE RIGHT OF WAY) (SAID PARCEL KNOWN AS TAX PARCEL 265) TOGETHER WITH THE EAST 3/4 OF NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST (SAID PARCEL KNOWN AS TAX PARCEL 500) TOGETHER WITH THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, (SAID PARCEL KNOWN AS TAX PARCEL 751) AFORE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE RUN S 89°13'53" W., ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 1341.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST., SAID CORNER BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED HEREIN; THENCE RUN S 00°05'05"E., ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1349.83 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST OF SAID SECTION 31; THENCE RUN S 89°31'57" W., ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1335.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31; THENCE RUN S 89°40'03" W., ALONG THE SOUTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1997.58 FEET TO THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°07'43" E., ALONG THE WEST LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 1327.67 FEET TO THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 662.29 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE RUN N 00°04'44" W., ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 960.96 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 520, A (200 FOOT WIDE RIGHT OF WAY); THENCE RUN S 89°43'50" E., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1320.29 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4585, PAGE 1136, OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY, FLORIDA; THENCE RUN S 00°20'11" E., ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 937.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED OFFICIAL RECORDS BOOK 4585, PAGE 1136, OF SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 89°13'53" E., ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31, A DISTANCE OF 1341.42 TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 131.23 ACRES MORE OR LESS.

EXHIBIT B
Concept Plan



SITE PLAN

CONCEPT - C

NORTH

0 150' 300'

GRAPHIC SCALE
SCALE: 1" = 150'
HALF SIZE: 1" = 300'

PROJECT CONTACTS:

OWNER:
JUSTON TRIMBACK
TRIMCOR, LLC
P.O. BOX 518
PHENIX CITY, AL 36868
PHONE: (334) 480-4001

ENGINEER & SURVEYOR:
MORGAN & ASSOCIATES
CONSULTING ENGINEERS, INC
504 NORTH HARBOR CITY BLVD.
MELBOURNE, FL 32935
PHONE: (321) 751-6088

SITE DATA:

PROPERTY INFORMATION

ADDRESS:	- NOT YET ASSIGNED - COCOA, FLORIDA 32922
	TOWNSHIP 24 SOUTH, RANGE 36 EAST, SECTION 31
PARCEL ID:	24-36-31-00-265
TAX ID:	2423993
ZONING:	RU 2-15 w/ BINDING DEVELOPMENT AGREEMENT
PARCEL AREA:	±130.66 ACRES

BUILDING DATA:

BUILDING #	BUILDING TYPE	UNIT QTY.
2	2 & 3 BEDROOM UNIT	24
3	2 & 3 BEDROOM UNIT	24
4	2 & 3 BEDROOM UNIT	24
5	2 & 3 BEDROOM UNIT	24
6	2 & 3 BEDROOM UNIT	24
7	2 & 3 BEDROOM UNIT	24
8	2 & 3 BEDROOM UNIT	24
9	2 & 3 BEDROOM UNIT	24
10	1 BEDROOM UNIT	24
11	2 & 3 BEDROOM UNIT	24
12	2 & 3 BEDROOM UNIT	24
13	2 & 3 BEDROOM UNIT	24
14	1 BEDROOM UNIT	24
1	CLUB HOUSE	N/A
15	CAR WASH STRUCTURE	N/A
16	MAINTENANCE BLDG.	N/A
17	MAIL BOX STRUCTURE	N/A
18	GARAGE	N/A
19	GARAGE	N/A
20	GARAGE	N/A
21	GARAGE	N/A
22	GARAGE	N/A
	312 UNITS TOTAL	

PARKING DATA:

REQUIRED

1 BEDROOM UNIT	1.5 PARKING SPACES PER DWELLING		
48 UNITS	x	1.5 =	72 SPACES REQUIRED
2 BEDROOM UNIT	2 PARKING SPACES PER DWELLING		
264 UNITS	x	2 =	528 SPACES REQUIRED
TOTAL PARKING SPACES REQUIRED			598

PROVIDED

STANDARD PARKING SPACES	567
GARAGE PARKING SPACES	40
HANDICAPPED PARKING SPACES	28
TOTAL PARKING SPACES PROVIDED	635

PRELIMINARY

A	02/01/2019	
A		
A		
A		
A		
A		
Designed:	AK	Date: 08/21/2018
Drawn:	DD	Date: 08/21/2018
Checked:	AK	Date: 08/22/2018

COCOA GRAND

CONCEPT PLAN - C

MORGAN & Associates
Consulting Engineers, Inc.
Civil Engineers and Land Surveyors - E.B.# 7903 / L.B. #3940
504 North Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089

Project #: 2018-077
Drawing #: CONCEPT
Scale:
Horiz. 1"=150'
Vert. N/A
Sheet #:
C-1
Sheet 1 of 1

Steven J. Morgan P.E. FL Reg. #50631
Andrew H. Kirbach P.E. FL Reg. #69431
Date:

© 2018 Morgan & Associates Consulting Engineers, Inc.

Legislation Details (With Text)

File #:	20-140	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	2/25/2020			**In control:**	City Council
On agenda:	3/11/2020			**Final action:**	
Title:	Approval to apply for a Florida Inland Navigation District (FIND) Grant for two important projects along the waterfront: reconstruction of the boat ramps at Lee Wenner Park and dredge the waterfront area at the boat ramps, the T-Dock, and day slips. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	WAP Application Part 2 2020.pdf WAP Application Part 1 2020.pdf FIND Resolution- Boat Ramps.pdf FIND Resolution- Dredging and Navigational Markers.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2020
Agenda Date: March 11, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Council approval to apply for a Florida Inland Navigation District (FIND) Grant for two important projects along the waterfront: reconstruction of the boat ramps at Lee Wenner Park and dredge the waterfront area at the boat ramps, the T-Dock, and day slips..

BACKGROUND:

The 2020 Florida Inland Navigation District (FIND) grant guidelines were released in January for intercoastal waterway municipalities to apply for funding to support waterway related projects within the District. Grant applications are due on March 27, 2020 to FIND staff for review for compliance. Projects scoring the minimum number of points become eligible for funding. For those projects approved for funding by FIND, funds become available on October 1, 2020.

The FIND Grant provides up to 50% funding assistance for the projects. The first project is the reconstruction of the boat ramps at Lee Wenner Park. The boat ramps are in disrepair and the ramps require reconstruction. The project activity would include the demolition of the existing ramps and embankments and reconstructing the concrete boat ramp, reconstructing the embankments and stabilizing the existing launching docks. The approximate cost for this reconstruction effort is $300,000. Staff is in the process of identifying specific costs for the application.

The second project will encompass a dredging project within the City controlled submerged lands adjacent to Lee Wenner Park and the waterfront are. The estimated costs associated with this project is $300,000. Staff is in the process of identifying specific costs for the application.

The City would submit two separate applications for construction of each project. If awarded the funds will be budgeted in the Cocoa CRA Fiscal Year 2021 budget.

Staff respectfully requests Council approval to apply for the FIND grant to support the two aforementioned projects along the waterfront.

STRATEGIC PLAN CONNECTION:

The Strategic Plan identified for this purpose is Infrastructure and Redevelopment. By improving the waterfront infrastructure, the Cocoa waterfront will see increased development, thus improving our economic base for the City.

BUDGETARY IMPACT:

No Fiscal Year 2020 funds are required at this time. If awarded, staff will return to Council to accept the FIND Agreement and the Cocoa CRA for appropriation of funds.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approval to apply for a Florida Inland Navigation District (FIND) Grant for two important projects along the waterfront: reconstruction of the boat ramps at Lee Wenner Park and dredge the waterfront area at the boat ramps, the T-Dock, and day slips.

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FY 2020

WATERWAYS ASSISTANCE

PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

THE FOLLOWING ATTACHMENT E-1 THROUGH E-8 FORMS, IN ADDITION TO THE REQUIREMENTS OF ITEMS 10 THROUGH 13 OF THE APPLICATION CHECKLIST, CONSTITUTE YOUR FORMAL APPLICATION.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

An electronic copy (pdf) may be emailed to JZimmerman@aicw.org**.**
or a completed hardcopy of the application may be delivered to:
FIND, 1314 Marcinski Rd., Jupiter, FL 33477
Application must be received by the deadline, no exceptions.

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E - APPLICANT TIPS SHEET

(Mistakes Common to the application process and how to avoid them)

Scheduling – The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 27th of March; Property control/Technical sufficiency items – 22nd of May, Permits – 15th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

Property Control Verification – Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

Project Costs Eligibility – Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

Cost-Share – Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

Pre-Agreement Expenses - Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre- agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

Submitted Materials & June Presentation –The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS – Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, EL 33477.

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E-1.
APPLICATION CHECKLIST 2020

(To be completed by the Applicant)

Project Title:	
Applicant:	

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

		YES	NO
1.	District Commissioner Review (prior to March 6th) (***NOTE*: For District Commissioner initials ONLY!)** **(District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	____	____
3.	Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page)**(Form must be completed and signed)**	____	____
4.	Project Information – E-3 (Form No. 90-22a, 1 page)	____	____
5.	Application and Evaluation Worksheet – E-4$_{(+)}$ (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. **No signatures required**	____	____
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) **(Must be on District form**)	____	____
7.	Project Timeline – E-6 (Form No. 96-10, 1 page)	____	____
8.	Official Resolution Form – E-7 (Form No. 90-21, 2 pages) **(Resolution must be in District format and include items 1-6)**	____	____

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

(To be completed by the Applicant)

		YES	NO
9.	Attorney's Certification (Land Ownership) – E-8 **(Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)**	____	____
10.	County/City Location Map	____	____
11.	Project Boundary Map	____	____
12.	Clear & Detailed Site Development Plan Map	____	____
13.	Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)	____	____

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 27, 2020. By May 22, 2020 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 15, 2020. If the information in Item 13 is not submitted to the District office by September 15, 2020, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON:_____ TITLE:_____

_____ _____

**** SIGNATURE - PROJECT LIAISON **** DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility:_____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

WATERWAYS ASSISTANCE PROGRAM FY 2020
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY

APPLICANT INFORMATION			
Applicant:			
Department:			
Project Title:			
Project Director:		**Title:**	
Project Liaison: *(if different from Project*		**Title:**	
Mailing Address:			
City:		**Zip Code:**	
Email Address:		**Phone #:**	
Project Address:			

******* I hereby certify that the information provided in this application is true and accurate. ******

SIGNATURE: _____ DATE: _____

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

Form No. 90-22, Rule 66B-2, (New 12/17/90, Rev.07-30-02, 04-24-06)

ATTACHMENT E-3 - PROJECT INFORMATION 2020

Applicant:	**Project Title:**	
Total Project Cost: $	**FIND Funding Requested: $**	**% of Total Cost:**
Amount and Source of Applicant's Matching Funds:		

1. Ownership of Project Site (check one): Own: ☐ Leased: ☐ Other: ■

2. If leased or other, please describe lease or terms and conditions:

3. Has the District previously provided assistance funding to this project or site? Yes: ☐ No: ☐

4. If yes, please list:

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

7. Are fees charged for the use of this project? No ☐ Yes ■**

****If yes, <u>please attach additional documentation</u> of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD			
DEP			
ACOE			

ATTACHMENT E-4

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

DIRECTIONS: All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

****Please keep your answers brief and do not change the pagination of Attachment E-4****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	
Applicant:	

---

1) PRIORITY LIST:

a) Denote the priority list category of this project from Attachment C in the application. (The application may only be of **one** type based upon the predominant cost of the project elements.)

b) Explain how the project fits this priority category.

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to____points)

---

2) WATERWAY RELATIONSHIP:

a) Explain how the project relates to the ICW and the mission of the Navigation District.

b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.

b) Discuss the regional and local public benefits that will be provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.

c) Are there any restrictions placed on commercial access or use of this site?

(For reviewer only)
(1-8 points)

4) TIMELINESS

a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.

b) Briefly explain any unique aspects of this project that could influence the project timeline.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.

b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

c) Describe any methods to be utilized to increase the cost efficiency of this project.

d) If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) **What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

b) **Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

c) **Will the program result in significant and lasting benefits? Explain.**

d) **Please describe any environmental benefits associated with this project.**

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

---

7) PERMITTING:

a) Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.

b) If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work and provide a general cost estimate for the future Phase II work.

c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

a) **Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

(For reviewer only)
(1-2 points)

---

9) CONSTRUCTION TECHNIQUES:

a) **Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

b) **How are the utilized construction techniques appropriate for the project site?**

c) **Identify any unusual construction techniques that may increase or decrease the costs of the project.**

(For reviewer only)
(1-3 points)

---

10) CONSTRUCTION MATERIALS:

a) List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?

b) Identify any unique construction materials that may significantly alter the project costs.

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4B
ENVIRONMENTAL EDUCATION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN ENVIRONMENTAL EDUCATION PROJECT

---

7) THOROUGHNESS:

a) Who is the primary target audience or user group for the project and how were they identified?

b) How have the needs of the target audience been evaluated and met?

c) How many people will the program serve on an annual basis? What will be the measurable results?

(For reviewer only)
(1-5 points)

8) DELIVERABLES:

a) **Describe the materials and project deliverables to be produced by this project.**

b) **Is there a clear and effective plan of dissemination of the materials produced through the project? Please describe.**

(For reviewer only)
(1-2 points)

9) EXPERIENCE & QUALIFICATIONS:

a) **Please briefly describe the qualifications of the program administrator(s), including prior experience, and areas of expertise.**

b) **What previous projects of this nature have been completed by the program manager?**

(For reviewer only)
(1-2 points)

10) PROJECT GOALS:

a) What are the long-term goals of this project as it relates to the ICW?

b) What is the expected duration/frequency of this program?

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4C
LAW ENFORCEMENT & BOATING SAFETY PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A LAW ENFORCEMENT OR BOATING SAFETY PROJECT

---

7) VIABILITY:

c) Describe how the project will address particular public health, safety, or welfare issues of the Navigation District's Waterways.

d) How does the project provide significant benefits or enhancements to the District's Waterways?

(For reviewer only)
(1-3 points)

---

8) EXPERIENCE & QUALIFICATIONS:

a) List the personnel tasked with the implementation of this project, their qualifications, previous training and experience.

b) Have the personnel participated in or received state marine law enforcement training?

(For reviewer only)
(1-2 points)

---

9) DELIVERABLES:

a) Describe the anticipated, long-term measurable results of implementing this project.

b) What is the range or area of coverage for this project? Please provide a map of the coverage area.

c) Does the project fulfill a particular community need?

For reviewer only)
(1-4 points)

---

10) EDUCATION:

a) What are the educational benefits (if any) of this proposed project?

b) How does the project or program provide effective public boating education or expand boater safety?

(For reviewer only)
(1 -3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4D
INLET MANAGEMENT and PUBLIC NAVIGATION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS AN INLET MANAGEMENT or PUBLIC NAVIGATION PROJECT

---

7) WATERWAY RELATIONSHIP:

a) How does the project directly benefit the Atlantic Intracoastal Waterway (AICW)?

b) Identify any long-term sedimentation problems and briefly discuss any methods or activities that will address these issues.

c) Will the project inhibit sediment inflow into, or reduce the dredging frequency of the AICW?

(For reviewer only)
(1-5 points)

8) PUBLIC ACCESS:

a) **Will the project enhance public access to or from the waterways? Describe in brief detail.**

b) **List the upstream publicly accessible facilities with improved access as a result of this project.**

(For reviewer only)
(1 -3 points)

9) BENEFICIAL PROJECT ELEMENTS:

a) **Are there additional economic benefits to be realized by implementing this project?**

b) **Briefly spell out any water quality, environmental or habitat benefits to be realized by this project.**

(For reviewer only)
(1 -2 points)

10) PROJECT MAINTENANCE:

a) When was this area last dredged? What is the expected frequency of future dredging?

b) Explain the funding mechanism for the long-term maintenance of the project.

c) Describe the long-range dredge material management plans.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4E
BEACH RENOURISHMENT PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A BEACH RENOURISHMENT PROJECT

---

7) WATERWAY RELATIONSHIP:

a) Describe how the District and other navigation interests will benefit from the implementation of this project.

(For reviewer only)
(1 -4 points)

8) VIABILITY:

a) Is the project site defined as critically eroded area by a statewide beach management plan?

b) Cite the quantifiable rate of erosion in this area.

c) Is the project an important component of an overall beach management effort?

(For reviewer only)
(1 -4 points)

---

9) PUBLIC BENEFITS:

a) Are there quantifiable public benefits demonstrated by the project?

b) Is there adequate public access to the project area? Please describe location and amount.

(For reviewer only)
(1-2 points)

---

10) PROJECT FUNDING:

a) Describe any assistance funding from other sources.

b) Clarify the availability of long-term funding for this project.

(For reviewer only)
(1 -2 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-4F
EMERGENCY RE-CONSTRUCTION

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED ONLY IF YOUR PROJECT IS A WATERWAY PROJECT THAT WAS DAMAGED BY A NATURAL DISASTER AS DECLARED BY A STATE OF EMERGENCY UNDER CHAPTER 252, FLORIDA STATUTES.

---

11 (Extra) STORM DAMAGE EVALUATION:

a) List the State of Emergency declaration order or proclamation & the name and date of the storm/event.

b) Has this site/project previously received funding from FIND

c) Detail the other funding mechanisms and financial assistance that will be applied to defray the reconstruction costs or damage repair.

d) What is the current status of your FEMA paperwork for the project?

(For reviewer only)
(0-3 points)

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2020

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	
Applicant:	

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** **(Number and/or Footage etc.)**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)

****TOTALS =**	**$**	**$**	**$**

ATTACHMENT E-6

WATERWAYS ASSISTANCE PROGRAM 2020

PROJECT TIMELINE

Project Title:	
Applicant:	

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st

(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

ATTACHMENT E-7

RESOLUTION FOR ASSISTANCE 2020
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE_____is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of _____
and the State of Florida:

Project Title_____

Total Estimated Cost $ _____

Brief Description of Project:

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the _____
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said _____
(Name of Agency)

make application to the Florida Inland Navigation District in the amount of_____% of the actual cost of the project in behalf of said _____
(Name of Agency)

AND, be it further resolved by the _____
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said_____ _____ for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the_____at a legal meeting held on this_____day of_____20____.

_____ _____
Attest Signature

_____ _____
Title Title

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2020
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE *(City or County)* ATTORNEY
(Address)

_____, 2020

TO WHOM IT MAY CONCERN:

I,_____, am the Attorney for the *(City or County*), Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from _____ to the *(City or County)* dated _____ conveying _____*(type of interest, ie. Fee simple, easement, 25 year lease, etc.)* in the following described property:

(Brief Legal Description of Property)

I have also examined a document showing that this property is listed on the tax rolls as belonging to the *(City or County)*. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "*(Name of Property as Referenced in the WAP application)*".

I certify that the *(City or County)* does in fact (own, lease, etc.) this property for_____years.

Very truly yours,

(Name)
(City or County) Attorney

FLORIDA INLAND NAVIGATION DISTRICT

To: Local Governments
From: Janet Zimmerman, Assistant Executive Director
Subject: 2020 Waterways Assistance Program
Date: December 17, 2019

Attached is an application package for the District's 2020 Waterways Assistance Program (WAP). The WAP application can also be downloaded from our website: www.AICW.org Through WAP over the past 34 years, the District has provided a total of over $245 million in funding assistance to local governments within our District to perform waterways improvement projects.

Project types eligible for funding include public navigation, public waterway access facilities, waterfront parks, environmental education and boating safety projects directly related to the waterways. The District also provides grants for land acquisition which include opportunities for waterway access. Generally, ineligible costs include project maintenance, landscaping, in-house staff and reoccurring fees. Please see the program rules for more details on project eligibility. The funding level of this year's program will be determined in July based upon the availability of funding to the District and the quality and number of applications received.

Applications are due in the District office by 4:30 PM, March 27, 2020. Your application must be discussed with your local FIND Commissioner prior to March 6, 2020. The application must be initialed by the Commissioner prior to submission to the District office on March 27, 2020. Please see the application package for the complete program schedule and the name and address of your Commissioner.

An electronic copy (pdf) may be emailed to JZimmerman@aicw.org. or a completed hardcopy of the application may be delivered to: FIND, 1314 Marcinski Rd., Jupiter, FL 33477. Application must be received by the deadline, no exceptions. Only the requested information should be submitted. It is VERY important that the application forms remain in the same 8.5 x 11", paginated format, and the forms must be presented in the order listed on the application checklist. Applications that do not follow the program directions, rules, or the application format may be rejected.

Please review the application checklist and be sure you can provide all of the required items. If you cannot provide ALL of the items on the application checklist, please contact staff immediately for advice on the potential resolution of a required item. Any application failing to include the required application items (with the exception of environmental resource permits & exemptions) will be eliminated from consideration on May 22, 2020. There is no waiver or exception available for this deadline. Solving questions or problems prior to the preparation and submission of your application will save us both time and effort and result in a more successful application.

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

FRANK GERNERT
SECRETARY
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

SUSANNE McCABE
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE DIRECTOR

FY 2020-2021

WATERWAYS ASSISTANCE

PROGRAM

APPLICATION PACKAGE

Part 1: Attachments A through D

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FY 2020 - 2021

WATERWAYS ASSISTANCE PROGRAM APPLICATION

Part 1.

ATTACHMENT A PROGRAM SCHEDULE

ATTACHMENT B COMMISSIONERS LISTING

ATTACHMENT C PROJECT PRIORITY LIST

ATTACHMENT D PROGRAM RULES

Part 2.

ATTACHMENT E PROGRAM APPLICATION/TIPS SHEET (1 PAGE)

E-1. APPLICATION CHECK LIST (2 PAGES)

E-2. APPLICANT INFORMATION/PROJECT SUMMARY

E-3. PROJECT INFORMATION

E-4. APPLICATION AND EVALUATION WORKSHEET (20 PAGES)

E-5. COST ESTIMATE FORM

E-6. PROJECT TIMELINE

E-7. RESOLUTION (2 PAGES)

E-8. ATTORNEYS CERTIFICATION OF TITLE

E-9. REQUIRED MAPS

County/City Map of project location

Site plan map

ATTACHMENT A

FY 2020
WATERWAYS ASSISTANCE PROGRAM
SCHEDULE

January 2020	Availability of application packages.
Prior to March 6, 2020	Applicants schedule review of proposed projects with local FIND Commissioner, required before submission to the District office.
March 27, 2020	**Application due in the District office by 4:30 PM (No Exceptions)**
May 22, 2020	Application requirements must be completed or application will be eliminated from further consideration.
June 19 & 20, 2020	Applicants make a 10-minute presentation of application to FIND Board. Meeting held in Brevard County.
July 17, 2020	FIND Board reviews additional requested information and the Commissioners will complete the Application's Rating & Evaluation Form. Board makes final funding decisions on remaining eligible applications (subject to budget process).
Sept. 15, 2020	All remaining permits due.
October 2020	Grant awards are announced. Funded applicants execute project agreement. Project funds become available, project initiates, timeline begins.

ATTACHMENT B

2019-2020 BOARD OF COMMISSIONERS - FIND

NASSAU COUNTY Mr. Lynn Williams P.O. Box 15153 Fernandina Beach, FL 32034 Ph# (847) 4922-1598 LWilliams@aicw.org	**DUVAL COUNTY** Mr. Michael O'Steen c/o PARC Group 4314 Pablo Oaks Court Jacksonville, FL 32224 Office Ph# (904) 992-9750 MOsteen@aicw.org
ST. JOHNS COUNTY Mr. Carl Blow 100 Santa Monica Avenue St. Augustine, FL 32080-5417 Ph# (904) 710-2655 JCBlow@aicw.org	**FLAGLER COUNTY** Mr. Jon Netts 17 Flintstone Court Palm Coast, FL 32137-8307 Ph# (386) 445-2121 JNetts@aicw.org
VOLUSIA COUNTY Ms. Susanne McCabe 6080 Shallow Brook Court Port Orange, FL 32128-7147 Ph # (386) 295-9965 SMccabe@aicw.org	**BREVARD COUNTY** Mr. Jerry H. Sansom P.O. Box 98 Cocoa, FL 32923-0098 Ph# (321) 777-8130 jerryhsansom@aol.com
INDIAN RIVER COUNTY Vacant Please contact Janet Zimmerman @ FIND Ph# (561) 627-3386 jzimmerman@aicw.org	**ST. LUCIE COUNTY** Mr. Don Donaldson 138 Commonwealth Court Fort Pierce, FL 34949 Ph# (772) 260-1969 DDonaldson@aicw.org
MARTIN COUNTY Mr. Donald J. Cuozzo Cuozzo Design Group 926 SE 5TH Street Stuart, FL 34994 Ph # (772) 485-1600 dcuozzo@cdgplan.com	**PALM BEACH COUNTY** Mr. Charles Isiminger c/o Isiminger & Stubbs Engineering, Inc. 649 U.S. Highway 1, Suite 9 North Palm Beach, FL 33408-4616 Ph# (561) 881-0003 cisiminger@coastal-engineers.com
BROWARD COUNTY Mr. Frank Gernert Florida General Enterproses, LLC. 1109 Avocado Isle Fort Lauderdale, FL 33315 Ph # (954) 649-5200 FGernert@aicw.org	**MIAMI-DADE COUNTY** Mr. Spencer Crowley, III c/o Akerman LLP 98 SE 7 Street, Suite 1100 Miami, FL 33131 Ph# (305) 374-5600 spencer.crowley@akerman.com

ATTACHMENT C

2020 ASSISTANCE PROGRAM PROJECT PRIORITY LIST

PRIORITY **PROJECT CATEGORY**	**MAX POINTS AVAILABLE (Question #1)**	***Highest Potential Score***
1. Public navigation channel dredging.	8	*50*
2. Public navigation aids & markers.	8	*50*
3. Inlet management projects that are a benefit to public navigation in the District.	7	*49*
4. Public shoreline stabilization directly benefiting the District's waterway channels. (ICW or OWW)	7	*49*
5. Acquisition and development of publicly owned spoil disposal sites & public commercial/industrial waterway access	6	*48*
6. Waterway signs & buoys for safety, regulation or information.	6	*48*
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;	5	*47*
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;	5	*47*
9. Derelict vessel removal	4	*46*
10. Waterway related environmental education programs & facilities	4	*46*
11. Public fishing & viewing piers	3	*45*
12. Public waterfront parks and boardwalks and associated improvements	3	*45*
13. Maritime Management Planning	3	*44*
14. Waterway boating safety programs & equipment	*2*	*44*
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project	2	*43*
16. Environmental restoration, enhancement or mitigation projects	*2*	*43*
17. Other waterway related projects.	1	*42*

NOTE: *Projects qualifying for Emergency Re-Construction status may have an additional 3 points available to the potential score.*

CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM (2020)

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

~~(28) “TRIM HEARING” means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.~~

~~(29)~~ (28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

~~(30)~~ (29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., ~~and~~ Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the

expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic

Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in Rule 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,

7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,

8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,

9. Derelict Vessel Removal,

10. Waterways related environmental education programs and facilities,

11. Public fishing and viewing piers,

12. Public waterfront parks and boardwalks and associated improvements,

13. Maritime Management Planning,

14. Waterways boating safety programs and equipment,

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,

2. Restrooms for non-waterway users,

3. Roadways providing access to non-waterway users,

4. Parking areas for non-waterway users,

5. Utilities for non-waterway related facilities,

6. Lighting for non-waterway related facilities,

7. Project maintenance and maintenance equipment,

8. Picnic shelters and furniture for non-waterway related facilities,

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed,

lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the ~~District's final TRIM hearing~~ third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. ~~Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency~~. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The

applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection

66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $7,500 per project, not to exceed $22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding $10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

~~(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-~~

~~01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.~~

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves,

advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

RESOLUTION NO. 2020-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING AND SUPPORTING THE FILING OF A GRANT APPLICATION WITH THE FLORIDA INLAND NAVIGATION DISTRICT FOR PURPOSES OF ACQUIRING GRANT FUNDING TO ASSIST WITH THE RECONSTRUCTION OF THE BOAT RAMPS AT LEE WENNER PARK FOR THE ENJOYMENT OF THE CITIZENRY OF THE CITY OF COCOA AND THE STATE OF FLORIDA; PROVIDING FOR REPEAL OF PRIOR IN CONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the project title is the *Reconstruction of the Lee Wenner Park Boat Ramps***;** and

WHEREAS, the total estimated cost for the project is $300,000; and

WHEREAS, the project is generally described as a project to rebuild the existing boat ramps at Lee Wenner Park; and

WHEREAS, the City Council finds that this Resolution is in the best interests of the public health, safety and welfare of the citizens of Cocoa and the many visitors accessing the City's waterfront.

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

SECTION 1. PROJECT. The project, as described above, is hereby authorized.

SECTION 2. FUNDING. The City Council hereby authorizes the City Manager to complete and file a grant application with the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said City of Cocoa and that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Cocoa for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state, and local laws, rules, and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 3. This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11th day of March 2020.

_____
Jake Williams Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

RESOLUTION NO. 2020-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING AND SUPPORTING THE FILING OF A GRANT APPLICATION WITH THE FLORIDA INLAND NAVIGATION DISTRICT FOR PURPOSES OF ACQUIRING GRANT FUNDING TO ASSIST WITH A DREDGING AND NAVIGATIONAL MARKER PROJECT FOR THE ENJOYMENT OF THE CITIZENRY OF THE CITY OF COCOA AND THE STATE OF FLORIDA; PROVIDING FOR REPEAL OF PRIOR IN CONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the project title is the *Reconstruction of the Lee Wenner Park Boat Ramps***;** and

WHEREAS, the total estimated cost for the project is $300,000; and

WHEREAS, the project is generally described as a project to dredge the waterfront basin and install navigational markers to the channel; and

WHEREAS, the City Council finds that this Resolution is in the best interests of the public health, safety and welfare of the citizens of Cocoa and the many visitors accessing the City's waterfront.

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

SECTION 1. PROJECT. The project, as described above, is hereby authorized.

SECTION 2. FUNDING. The City Council hereby authorizes the City Manager to complete and file a grant application with the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said City of Cocoa and that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of Cocoa for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state, and local laws, rules, and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

SECTION 3. This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11th day of March 2020.

_____
Jake Williams Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-83	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	1/31/2020			**In control:**	City Council
On agenda:	3/11/2020			**Final action:**	
Title:	Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Cape Canaveral to Identify and Share Common Costs Associated with the Design, Permitting, Bidding, and Installation of the Cocoa Utilities Project and Cape Canaveral Thurm Boulevard Project under a Unified Joint Project. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Interlocal Agreement - Thurm Blvd Project.pdf Cocoa Utilities Project.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 10, 2020
Agenda Date: March 11, 2020
Prepared By: Peter Davis, E.I., Associate Engineer I
Through: John A. Walsh, P.E., Utilities Director

Requested Action:
To Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Cape Canaveral to Identify and Share Common Costs Associated with the Design, Permitting, Bidding, and Installation of the Cocoa Utilities Project and Cape Canaveral Thurm Boulevard Project under a Unified Joint Project

BACKGROUND:

The City of Cape Canaveral is planning roadway and other public infrastructure improvements within the City of Cape Canaveral that includes the construction of roadway, drainage, and sidewalk improvements within and along Thurm Boulevard (Cape Canaveral Thurm Boulevard Project). The City of Cocoa is planning resiliency improvements to its potable water distribution system with the desire to remove and replace approximately 830 LF of existing asbestos concrete water main with PVC within and along Thurm Boulevard (Cocoa Utilities Project). With both projects anticipated to take place within the same time period and location, there has been an effort to promote efficiency, prevent unnecessary duplication of effort, and further reduce inconvenience to the citizens of Cape Canaveral by cooperating and coordinating the design, permitting, bidding, and installation of the Cocoa Utilities Project and the City of Cape Canaveral's Thurm Boulevard Project under a unified Joint Project.

Staff worked closely with the City Attorney to create an ILA which allows both cities to identify and share common costs associated with the design, permitting, bidding, and installation of the Joint Project. A Shared-Cost Memo requiring the signatures of the City Managers of Cape Canaveral and City of Cocoa will be developed during the design phase, updated during the bidding phase, and finalized upon receiving the construction bids. The costs described on the Shared-Cost Memo will be split equally (50% each). Each party will be responsible for the costs associated with the design, permitting, and installation of their respective project. Cape Canaveral will be responsible for preparing all necessary engineering plans and obtaining all required state and local permits for the design of the Joint Project where Cocoa will have the right to provide comments on the engineering plans prior to approval by Cape Canaveral. Cape Canaveral will also be responsible for the competitive bidding and contracting of the Joint Project, where Cocoa will have the right to provide comments to Cape Canaveral before any bid is awarded to a contractor, and Cape Canaveral will be responsible for the construction management of the Joint Project and will ensure that its contractor provides Cocoa with periodic inspection and status reports as reasonably requested.
There is no budgetary impact at this time. FY 20 budget for the project is $83,490 Project #WS19CC. Upon award of the construction bid by Cape Canaveral, Cocoa will pay Cape Canaveral for its share of the construction costs. Budget will be trued up at that time, if necessary.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

There is no budgetary impact at this time. FY 20 budget for the project is $83,490 project #WS19CC. Upon award of the construction bid by Cape Canaveral, Cocoa will pay Cape Canaveral for its share of the construction costs. Budget will be trued up at that time, if necessary

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Cape Canaveral to Identify and Share Common Costs Associated with the Design, Permitting, Bidding, and Installation of the Cocoa Utilities Project and Cape Canaveral Thurm Boulevard Project under a Unified Joint Project.

Prepared by and Return to:

City of Cocoa
Attention: Utilities Director
65 Stone Street
Cocoa, Florida 32920

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF COCOA AND CITY OF CAPE CANAVERAL

(Thurm Boulevard Project)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this ____ day of _____, 2020, by and between the **CITY OF COCOA,** a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922 (hereafter referred to as the "Cocoa") and the **CITY OF CAPE CANAVERAL**, a Florida municipal corporation, whose address is 100 Polk Avenue, Cape Canaveral, Florida 32920 (hereafter referred to as the "Cape Canaveral").

W I T N E S S E T H:

WHEREAS, Cape Canaveral provides roadway and other public infrastructure improvements within the City of Cape Canaveral, Florida; and

WHEREAS, Cape Canaveral plans to construct roadway, drainage, and sidewalk improvements within and along Thurm Boulevard ("Cape Canaveral Thurm Boulevard Project"); and

WHEREAS, during Cape Canaveral's construction of the Cape Canaveral Thurm Boulevard Project, Cocoa desires to simultaneously remove and replace existing water utility infrastructure within and along Thurm Boulevard ("Cocoa Utilities Project"); and

WHEREAS, Cape Canaveral desires to cooperate with Cocoa to remove and install the water mains along Thurm Boulevard in conjunction with the Cape Canaveral Thurm Boulevard Project; and

WHEREAS, Cocoa's work will be performed in conjunction with the Cape Canaveral Thurm Boulevard Project to promote efficiency, to prevent unnecessary duplication of effort, and to reduce further inconvenience to the citizens of Cape Canaveral, Brevard County; and

WHEREAS, Cocoa desires Cape Canaveral's assistance in coordinating the construction of the Cocoa's Utilities Project in conjunction with the Cape Canaveral Thurm Boulevard Project; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 163 and 166, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of intergovernmental cooperation and the public health, safety and welfare.

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are hereby deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is for Cocoa and Cape Canaveral to cooperate and coordinate together the design, permitting, bidding, and installation of the Cape Canaveral Thurm Boulevard Project and Cocoa Utilities Project.

Section 3. Project. Cocoa and Cape Canaveral agree to cooperate and coordinate the design, permitting, bidding, and installation of the Cape Canaveral Thurm Boulevard Project

and Cocoa Utilities Project (hereinafter together referred to as the "Joint Project"). The following terms and conditions are further assented to and agreed by the parties with respect to the Joint Project:

3.1 Plans and Permits. Cape Canaveral is responsible for preparing all necessary engineering plans for the design of the Joint Project, but Cocoa will have the right to provide comments on the engineering plans before Cape Canaveral approves the plans. The plans for the removal and replacement of Cocoa's utilities (water mains) shall be consistent with the City of Cocoa's Utilities Handbook and the most current version of the Cocoa's Technical Provisions and Standard Details Manual. Cocoa's comments will be considered in good faith and shall be incorporated into the plans to the extent reasonable and necessary to comply with Cocoa's Technical Provisions and Standards. Cape Canaveral shall be responsible for obtaining all required state and local permits for the Joint Project, and to the extent necessary by a permitting agency governing the Joint Project, Cocoa shall be the permittee or co-permittee for its removal and replacement of water mains. The Parties anticipate the following permits may be required to complete the Joint Project: FDEP Specific Permit Construct PWS Components, FDOT Utility Permit, Cape Canaveral ROW Permit, FDEP Construction Permit, and SJRWMD Stormwater Permit.

3.2 Construction Management. Cape Canaveral shall be responsible for competitive bidding and contracting with the Contractor required to construct the Joint Project in accordance with applicable law and Cape Canaveral's approved competitive bidding process. Cape Canaveral shall provide Cocoa written notice of any such competitive

bidding and Cocoa shall have the right to provide comments to Cape Canaveral regarding any competitive bid under this Agreement before any bid is awarded to a Contractor by Cape Canaveral, provided such comments are timely and provided within the award schedule established by Cape Canaveral. Further, Cape Canaveral shall be responsible for the construction management of the Joint Project and Cape Canaveral shall ensure that its Contractor provides Cocoa with periodic inspection and status reports as reasonably requested by Cocoa. Cape Canaveral shall keep Cocoa apprised of the construction of the Joint Project. Cocoa and Cape Canaveral shall cooperate with each other with respect to the construction management of the Joint Project, and Cocoa shall have the right to participate in all Joint Project progress meetings. Upon completion of the Joint Project to the satisfaction of the parties, Cape Canaveral shall transfer, or have its Contractor transfer, to Cocoa, by bill of sale, title to the water main free and clear of all liens and encumbrances and provide Cocoa "as-built" drawings of said utilities infrastructure certified by the professional engineer registered in the State of Florida who was responsible for the Joint Project.

3.3 Construction Contracts. All contracts and subcontracts for the construction of Cocoa's water main under this Agreement must include hold harmless and indemnification provisions to protect Cocoa in a form acceptable to Cocoa. The construction Contractors and subcontractors must provide insurance certificates and endorsements of acceptable levels and qualities of insurance, naming Cocoa as an additional named insured, and evidence of said hold harmless and indemnity prior to commencement of work. Cape Canaveral must submit draft contract language

containing this language to Cocoa and its City Attorney to review and allow Cocoa at least seven (7) days to review and comment on the same. If Cocoa submits comments, Cape Canaveral shall use all reasonable efforts to incorporate Cocoa's comments into the contracts and subcontracts, as applicable. The construction contract language requirements set forth in this section will be set forth in the bid documents prepared by Cape Canaveral so that all bidders are appraised of this requirement prior to submitting a bid for the Joint Project.

3.4 Joint Project Costs; Cocoa and Cape Canaveral Cost-Sharing; Change Orders. Each party will be responsible for the costs associated with the design, permitting, and installation (materials and labor) of their respective work. However, the parties anticipate that they will be able to identify common costs associated with the Joint Project during the design, permitting, and construction phase of the Joint Project that can be equally shared by the parties. As such, the parties will endeavor, to the maximum extent practical and feasible during this Joint Project, to identify such common costs by mutual agreement, and said costs shall be reduced in writing that will be signed by the City Managers of Cape Canaveral and Cocoa ("Shared Cost Memo"). The Shared Cost Memo will be developed during the design phase of the Joint Project, updated during the bidding phase, and finalized upon receiving the construction bids. Cape Canaveral and Cocoa agree to split and pay the costs described on the Shared Cost Memo equally (50%) each. Any proposed change orders for the Joint Project must be reviewed and approved by Cocoa and Cape Canaveral in writing. Additionally, with respect to change orders, in the event the Joint Project Contractor seeks additional compensation for

delays, time extensions, or some other valid reason, any such request will be handled as a contract amendment between Cape Canaveral and the Contractor via the change order process. If the requested change order requested by the Contractor is specific to a portion of the Joint Project solely related to either Cape Canaveral or Cocoa's scope of work, then only the party whose scope of work is affected will pay for the change order. If the requested change order is related to the common costs of the Joint Project, then Cape Canaveral and Cocoa agree to share the costs of the change order.

3.5 Payment by Cocoa. Prior to Cape Canaveral issuing a Notice to Proceed with the construction of the Joint Project, Cape Canaveral shall deliver a written notice to Cocoa itemizing Cocoa's share of the Joint Project costs as set forth in Section 3.4 of this Agreement. Upon delivery of the invoice, Cocoa will have five (5) business days in which to accept the invoice or identify and notify Cape Canaveral of any discrepancies. Discrepancies will be worked out by the parties expeditiously so as not to unreasonably delay the Joint Project schedule. Within thirty (30) days from the date that Cocoa accepts the invoice, Cocoa will issue payment to Cape Canaveral for its share of the Joint Project costs stated in the accepted invoice. Cape Canaveral will retain Cocoa's payment in escrow and shall only use said payment to Cocoa's Joint Project costs. During the Construction phase of the Joint Project, Cape Canaveral and Cocoa will jointly review any progress payment requests made by the Contractor and jointly sign off on the requests prior to Cape Canaveral making payment to Contractor. Any Cocoa funds not expended by Cocoa due to any additional Joint Project costs savings, if any, will be returned to Cocoa within thirty (30) days of the Joint Project deemed complete by the parties. Cape

Canaveral shall be responsible for paying all Contractors in full. Cape Canaveral will likewise pay for its share of the Joint Project costs.

Section 4. Duty to Act in Good Faith. Cape Canaveral and Cocoa agree to proceed in good faith consistent with the terms of this Agreement. Each Party shall proceed with the design, permitting and installation of the Joint Project as rapidly as is practical and feasible.

Section 5. Implementation and Other Documents. To the extent that additional documents are required to be prepared and executed in order to effectuate this Agreement, the Cape Canaveral City Manager and Cocoa City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement including, but not limited to, any permit applications required by any governing agency.

Section 6. Employee Status. Each party shall be responsible for their own employees, contractors and agents. Persons employed by Cape Canaveral in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Cocoa. Persons employed by Cocoa in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Cape Canaveral.

Section 7. Indemnification; Attorney's Fees; Sovereign Immunity. Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee, contractors or agents, except as provided by this Agreement. Each party shall bear their own attorney's fees,

costs and expenses related to any litigation, suit, dispute, controversy, mediation, or proceeding appellate proceedings against the other party, arising out of, based on, or related to, this Agreement. The parties intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by the parties.

Section 8. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent to:

For CAPE CANAVERAL:

Jeff Ratliff
Capital Projects Director
100 Polk Avenue
Cape Canaveral, Florida 32920
(321) 868-1220 Ext. 221

With copy to the City Attorney:

Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566 (Phone)
agarganese@orlandolaw.net

For COCOA:

Jack Walsh
Utilities Director
351 Shearer Blvd
Cocoa, Florida 32922
(321) 433-8701 (Phone)
jwalsh@cocoafl.org

With copy to the City Attorney:

Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566 (Phone)
agarganese@orlandolaw.net

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by email, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 10. Term; Entire Agreement. The term of this Agreement commences on the Effective Date set forth in Section 18 of this Agreement and shall remain in effect until the Joint Project has been completed to the satisfaction of both parties. The term of this Agreement may also be terminated or extended by mutual written agreement of the parties. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by

the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 11. Binding Effect; Waiver; Time Extensions. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. No failure by a party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement. The parties may agree, in writing, to extend or change any of the deadlines specified in this Agreement.

Section 12. Public Records. The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 13. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 14. Force Majeure. In the event that performance of this Agreement by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase "Force Majeure Event" shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform

obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

Section 15. Default and Remedy. Failure on the part of any party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a default under this Agreement. Upon occurrence of a default by any party, the non-defaulting party shall deliver written notice to the party in default in the manner provided in Section 8, identifying the specific nature of the default therein. The party in default shall have thirty (30) days within which to cure such default unless the nature of the default is such that it cannot be cured within thirty days, the party in default shall have additional time that may be necessary to cure the default, so long as the party in default commences the cure and diligently prosecutes such cure until completion. For any default not cured as provided herein, the non-

defaulting party may seek specific performance arising from the default. However, before any litigation is filed, the parties agree to mediate the dispute involving the default in good faith. The cost of any mediator share be shared equally by the parties.

Section 16. Governing Law and Venue. The parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Brevard County. The parties hereby waive their right to a jury trial.

Section 17. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of Cape Canaveral and Cocoa and no right or cause of action shall accrue to or for the benefit of anyone other than Cape Canaveral and Cocoa. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than Cape Canaveral and Cocoa any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon Cape Canaveral and Cocoa.

Section 18. Effective Date; Recordation. This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both parties, Cocoa shall promptly record this Agreement in the Official Records of Brevard County, Florida, and return a recorded copy of

this Agreement to the Cape Canaveral City Clerk at the address listed in Section 8 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

CITY OF COCOA, FLORIDA:

_____
Carie Shealy, MMC, City Clerk

By: _____
Jake Williams Jr., Mayor

As authorized for execution by the City of Cocoa City Council at its _____, 2020 regular meeting.

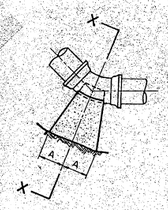
ATTEST:

CITY OF CAPE CANAVERAL, FLORIDA

_____
Mia Goforth, CMC, City Clerk

By: _____
Bob Hoog, Mayor

As authorized for execution by the Cape Canaveral City Council at its February 18, 2020 regular meeting.

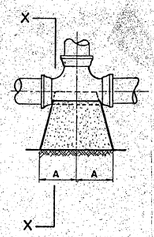


PLAN

BENDS

NOTE: ALL BELL ENDS TO BE FREE OF CONCRETE. PLUG CAP TO BE PROTECTED FROM ADHERENCE TO CONC.

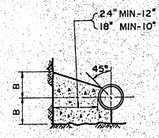
CONCRETE TO BE POURED AGAINST UNDISTURBED EARTH.



PLAN

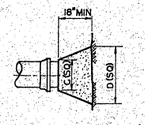
TEES

TYPE	SIZE	1/4 BENDS		1/8 BENDS		1/16 BENDS		TEES		PLUGS	
		A	B	A	B	A	B	A	B	C	D
TYPE I SOIL 4000 PSF	2"	8"	10"	6"	8"	3"	8"	8"	8"	10"	15"
	3"	8"	10"	6"	8"	3"	8"	8"	8"	10"	15"
	4"	8	10"	6"	8"	3"	8"	8"	8"	10"	15"
	6"	8"	10"	6"	8"	3"	8"	8"	8"	10"	15"
	8"	12"	12"	8"	10"	5"	9"	9"	12"	12"	20"
	10"	16"	14"	10"	12"	6"	10"	11"	14"	14"	25"
	12"	19"	16"	12"	14"	8"	11"	14"	16"	16"	30"
	14"	23"	18"	14"	16"	10"	12"	16"	18"	18"	34"
	16"	26"	20"	16"	18"	11"	13"	18"	20"	20"	38"
TYPE II SOIL 2000 PSF	2"	16"	10"	9"	10"	6"	8"	10"	12"	10"	21"
	3"	16"	10"	9"	10"	6"	8"	10"	12"	10"	21"
	4"	16"	10"	9"	10"	6"	8"	10"	12"	10"	21"
	6"	16"	10"	9"	10"	6"	8"	10"	12"	10"	21"
	8"	22"	13"	12"	13"	8"	10"	13"	16"	12"	29"
	10"	26"	17"	14"	17"	10"	13"	16"	20"	14"	36"
	12"	29"	21"	16"	21"	11"	16"	18"	24"	16"	41"
	14"	35"	24"	19"	24"	12"	20	22"	27"	18"	48"
	16"	38"	27"	21"	27"	12"	24"	24"	30"	20"	54"



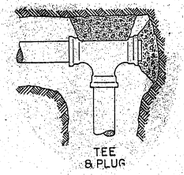
SECTION X-X

BENDS & TEES



PLAN & ELEVATION

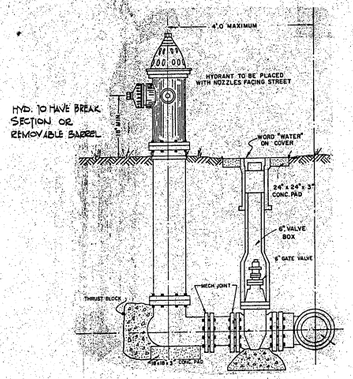
PLUGS



TEE & PLUG

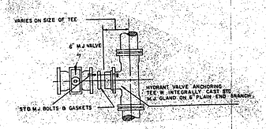
STANDARD THRUST BLOCKS AND DIMENSIONS

N.T.S.



TYP. SECT., FIRE HYD. & GATE VALVE INSTALLATION

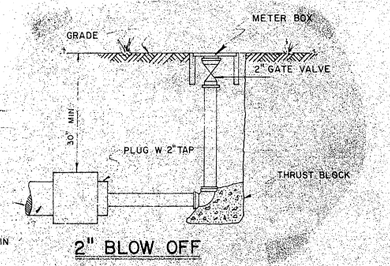
N.T.S.



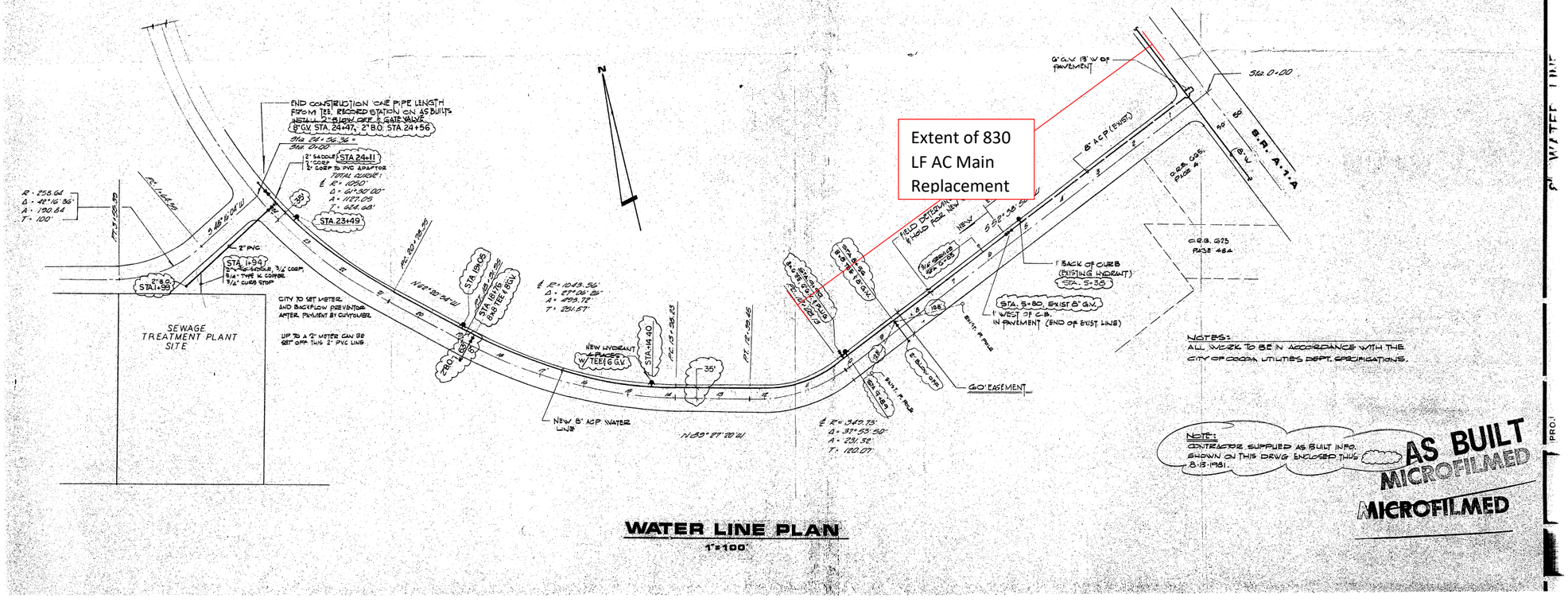
FIRE HYD. CONN. DETAIL

TEE

N.T.S.



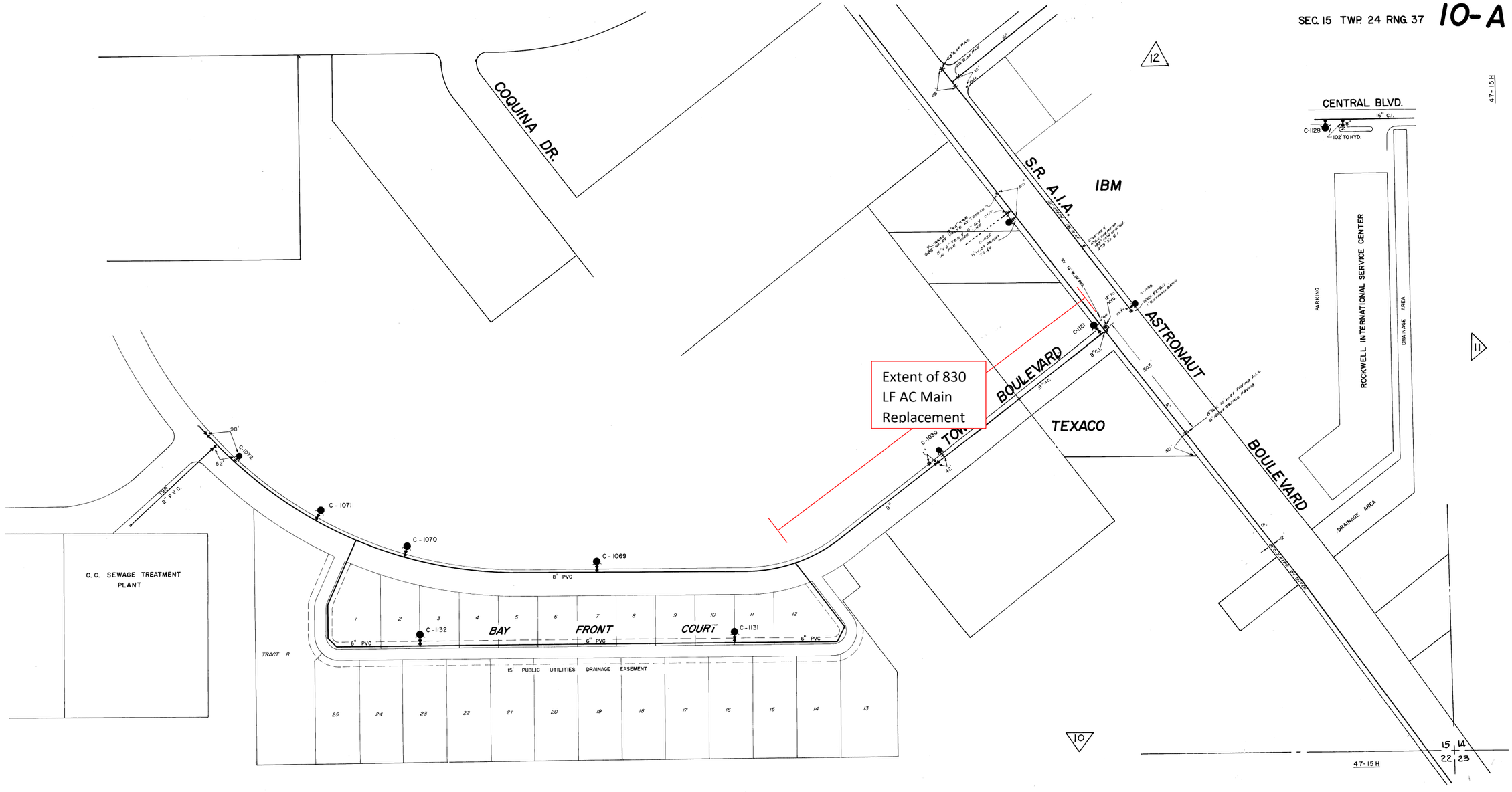
2" BLOW OFF



WATER LINE PLAN

1"=100'

SEC. 15 TWP. 24 RNG. 37 **10-A**




6" PVC
PWSV10491
PWSV25514
PWSV25515
PWSV15393
PWSV05825
PWSV05823
8" AC Pipe
8" Cast Iron
500
Extent of 830 LF AC Main Replacement
8555
Hydrant assemblies to be replaced
PWSV05826
C-1030
PWSV15394
PWSV05827
8" AC Pipe
C-1165
PWSV10470
PWSV24781
BOV line does not exist
8501

Legislation Details (With Text)

File #:	20-142	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	2/27/2020			**In control:**	City Council
On agenda:	3/11/2020			**Final action:**	
Title:	Review the obligation contained in the Lakeside Palms West Binding Development Agreement, dated February 11, 2019, recorded in Brevard County Official Records Book 8384, Page 2900, to obtain final site plan, floodplain development permit and preliminary subdivision approval within 12 months of the Effective Date and provide direction regarding a possible extension of the deadline or declaration of default. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Request for DA Extension (revised) 2-28-20.pdf Binding Development Agreement - RECORDED.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2020
Agenda Date: March 11, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Review the obligation contained in the Lakeside Palms West Binding Development Agreement, dated February 11, 2019, recorded in Brevard County Official Records Book 8384, Page 2900, to obtain final site plan, floodplain development permit and preliminary subdivision approval within 12 months of the Effective Date and provide direction regarding a possible extension of the deadline or declaration of default.

BACKGROUND:

On December 12, 2018, the City Council exercised its authority under the Florida Municipal Home Rule Powers Act, ss. 166.011, et seq., and specifically, Section 166.021, Florida Statutes and approved a Binding Development Agreement ("Agreement") for the subject parcel. (See Attachment A). The Concept Plan attached to the development agreement consisted of a single-family subdivision with 89 lots (approximately 5 units per acre) with construction based on RU-2-10 lot standards and the inclusion of amenities for the future subdivision.

Section 5 of the Agreement established the timing of future permitting obligations following the Effective Date of the Agreement, which was February 11, 2019. It provided that within 6 months of the Effective Date, the Owner would prepare and file all required applications, information, and engineering plans with the City, necessary to obtain floodplain development approval, final site plan,

and preliminary subdivision approval consistent with the approved Concept Plan. In addition, Section 5 required that the Owner obtain approval of the site plan and preliminary subdivision within 12 months of the Effective Date of the Agreement. Also, consistent with Section 18-30 of the City Code, the Owner was required to apply for final subdivision approval within one year of the date of preliminary subdivision approval. Failure to do so would result in the preliminary subdivision approval to cease and become void.

Where the Owner fails to meet these permitting timelines, the City Council is authorized by the Agreement to declare the Owner in default, which would trigger a 30-day period for the Owner to cure the default. If at the end of the cure period the default was not remedied, the City Council is authorized to terminate the Agreement without penalty.

The Lakeside Palms West Project obtained conditional large scale site plan approval from the Planning and Zoning Board on December 5, 2018. In addition, the City Council conditionally approved a preliminary subdivision for the Lakeside Palms West subdivision project, subject to similar conditions as included for the large-scale site plan, on February 13, 2019. However, the Owner of the Project failed to apply for a final plat within one year, rendering the preliminary plat null and void as indicated within the City Code. The Owner met with planning staff on February 6, 2020 and did submit a written request to extend the preliminary plat on February 20, 2020. Section 18-30 of the City Code does provide that a time extension to apply for the final plat may be granted by the City Council upon written request of the subdivider. However, by February 20, 2020, the preliminary plat had expired and become void and could not be extended.

The City Council should consider either (i) granting an extension of the Agreement, allowing an additional amount of time for the Owner to re-apply for Large-scale site plan approval and a preliminary subdivision; or (ii) finding the Owner in default, triggering a 30-day period to cure. However, it should be noted that it will not be possible for the Owner to obtain preliminary subdivision and final site plan approval in 30 days. Therefore, declaring a default would effectively begin the process necessary to terminate the Agreement. If the City Council desires to extend the development timelines, staff recommends a 12-month period to obtain the necessary approvals.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

The City Council should review the obligation contained in the Lakeside Palms West Binding

Development Agreement, dated February 11, 2019, recorded in Brevard County Official Records Book 8384, Page 2900, to obtain final site plan, floodplain development permit and preliminary subdivision approval within 12 months of the Effective Date and make either of the following motions:

(1) I move that the future permitting timelines contained in the Lakeside Palms West Binding Development Agreement be extended for a 12-month period from today, March 11, 2020, to allow for the Owner to obtain floodplain development approval, final site plan, and preliminary subdivision approval;

OR

(2) I move that the Owner of the Lakeside Palms West development project be found in default, providing the Owner 30 days to cure the default.

powered by Legistar™

Victory Judgment, LLC
317 Riveredge Blvd. Suite 100
Cocoa, FL 32922

February 19, 2020

Ms. Dorothy Selig
City of Cocoa
Planning and Zoning Manager

The property that we own located at 110 Clearlake Road Cocoa FL, also known as Lakeside Palms West has a Development Agreement that we are requesting an extension on. This Development Agreement allows us to build up to 87 single family units.

Since the Development Agreement was granted, we have diligently been working to obtain a purchaser for this project. This process has taken more time than anticipated due to the delays we had on this project in permitting and the loss of the prospective purchaser.

We are requesting that the Development Agreement allowing up to 87 single family units be extended for an additional 12 months from its scheduled expiration date.

Our project will cost over $20 million dollars to build out. It will also create additional business revenue due to the construction workers staying and eating in Cocoa during its construction. After construction, it will generate substantial property tax revenue for decades. Its residents will spur additional business growth on the Hwy 520 corridor, thereby increasing sales tax revenue. We know that our completed project will be an asset to Cocoa and its citizens.

I am asking for your understanding and help to allow us to start work on this project immediately.

Best Regards,

Justin Morton
Managing Member

COCOA CITY
65 STONE ST
COCOA, FL 32922-7807

CFN 2019047596, OR BK 8384 PAGE 2900,
Recorded 03/08/2019 at 12:05 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:16

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:
Anthony Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802
(407) 425-9566

BINDING DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this 11th day of February, 2019, between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "City") and **VICTORY JUDGMENT, LLC**, a foreign limited liability company that is not registered in the State of Florida (hereinafter referred to as "Owner").

RECITALS

WHEREAS, Owner owns property (hereinafter referred to as the "Property") in the City of Cocoa, Brevard County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Owner has requested, and the City Council of Cocoa approved on January 23, 2019, Owner's application to amend the zoning map classification for the Property described on Exhibit "A" from RU-1-7 to **RU-2-15** for the intended purposes of developing **single-family residential housing** on the Property (referred to as the "Zoning Approval"); and

WHEREAS, currently, Article XI, Sec. 5 of the Zoning Ordinance of the City of Cocoa ("Zoning Code") governing the RU-2-15 Multiple Family Dwelling District allows for the construction of single-family dwellings "as regulated by Section 4A, RU-2-10," which is the Low Density Single-Family and Multiple-Family District; and

WHEREAS, Section 4A of the Zoning Code allows for small, 5,000 minimum square-foot lots; and

WHEREAS, on October 24, 2018, the Cocoa City Council provided direction to city staff to prepare an amendment to the Zoning Ordinance, specifically related to eliminating the development of single-family housing utilizing the provisions of the RU-2-10 zoning district regulations outside of the Heart of Cocoa and other infill and or redevelopment areas; and

WHEREAS, because the application for the Zoning Approval was already received by the City at the time the City Council gave its direction, the Owner, as part of its plan for the orderly development of the Property, wishes to propose a Concept Plan, which utilizes the RU-2-10 district regulations but also incorporates amenities for the residential subdivision to mitigate any negative impacts associated with utilization of compact lots; and

WHEREAS, the City is authorized to regulate development of the Property, and this Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act; and

WHEREAS, this Agreement was approved by the City Council as a condition of the Zoning Approval and shall constitute a binding development permit and govern the future development of the Property along with other applicable provisions of the City of Cocoa Code ("City Code").

NOW, THEREFORE, the parties agree as follows:

1. *Recitals.* The foregoing recitals are hereby incorporated herein as a material part of this Agreement. The City shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the improvements. It is the intent of the parties that the Owner, its grantees, successor or assigns in interest or some other association and/or assigns satisfactory to the City shall be responsible for the maintenance of any improvements.

2. *Approval of Concept Plan.* In accordance with the terms and conditions of this Agreement, the Owner represents and warrants to the City that it will expeditiously develop the Property, at its expense, into a residential subdivision consisting of no more than eighty-seven (87) fee simple single-family dwellings with corresponding lots along Clearlake Road between SR 520

and Pluckebaum Road (the "Project"). The City and Owner agree that the Property shall be developed with single-family dwellings, as generally depicted on the Concept Plan which is attached hereto and fully incorporated herein as **Exhibit "B"** ("Concept Plan"), which shall consist of a proposed concept site plan and aesthetic building elevations and other architectural renderings. The Concept Plan is intended to be the general blueprint which depicts key aspects of the future physical development of the Property. The Concept Plan shall also serve as a necessary guide for future permit applications and permitting.

3. *Amenities.* The Concept Plan shall specifically include the following amenities to be incorporated in the development: a tot lot, benches, pavilion and multi-use field, a pedestrian crosswalk, boardwalk and viewing deck over the stormwater pond, and a boardwalk and viewing deck over the wetland area.

4. *Further Permitting.* Notwithstanding the City's approval of the Concept Plan, Owner shall have the obligation to further submit and obtain the City's approval of a final site plan, final engineering plans, floodplain development permit or approval, preliminary and final plat, and building permits, as and to the extent applicable by City Code. The submittals shall be consistent with the Concept Plan in all material respects and in compliance with the City Code, except as provided herein. The City and Owner expressly acknowledge and agree that the Concept Plan attached as Exhibit B was prepared prior to application for a floodplain development permit or approval and submittal of attendant engineering plans. Therefore, while the City recognizes this Concept Plan may be modified slightly to accommodate necessary changes related to drainage and flood storage, any such modification may not include (a) a different use of the Property; (b) an increase in the number of lots or proposed density; or (c) a reduction in the required neighborhood amenities. Owner further acknowledges and agrees that the Concept Plan was not presented to the City with final specific surveyed dimensions for the design and location of any buildings and infrastructure, and that during the final site plan, final engineering, or platting process such details shall be

submitted to the City for consideration and dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. As such, Owner and the City agree that the Concept Plan is subject to reasonable boundary adjustments at the final site plan, final engineering, or platting phase in order to bring the Project into full compliance with the City Code. The Owner shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which are required in order to permit the Project in compliance with local, state, and federal law. The Owner shall be responsible for all recording fees associated with this Agreement.

5. *Timing of Future Permitting.* Within six (6) months from the Effective Date of this Agreement, the Owner, at its expense, shall prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain floodplain development approval, final site plan, and preliminary plat approval for the Project consistent with the Concept Plan. The Owner shall obtain approval of the site plan and preliminary plat within twelve (12) months of the Effective Date of this Agreement. If the Project fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid twelve (12) months, the City shall have the right to declare the Owner in default pursuant to Section 7 of this Agreement. If the Owner does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty. Pursuant to Section 18-30 of the City Code, the Owner shall file a final plat with the City for approval in compliance with the requirements of the City Code no later than one (1) year after the preliminary plat was approved by the City.

6. *Property Association; Architectural Covenants.* No later than final plat approval for the Project, the Owner shall, at its expense, form and incorporate a non-profit property owners' association in accordance with Chapter 720, Florida Statutes. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and

common facilities and amenities, including stormwater retention facilities, common walkways and boardwalks, alleys and drive aisles, landscaping, and open space, all as depicted on the final site plan and preliminary/final plat approved by the City. All persons acquiring a lot subsequent to the Effective Date of this Agreement shall be members of the property owners' association. The Owner may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required by the Owner or the City to guarantee that the Property will be developed in accordance with the terms and conditions in this Agreement. The Owner shall also impose architectural review covenants and restrictions for the Property to be administered by the association. The architectural review covenants and restrictions shall require all buildings on the Property to be constructed and maintained in compliance with the architectural styles as depicted and described in the Concept Plan.

7. *Default/Termination.* Unless termination of this Agreement is expressly authorized elsewhere herein, this Agreement may be terminated by Owner only with mutual written agreement of the City. In the event that Owner shall fail to satisfy any of its obligations set forth in this Agreement, the City shall provide Owner written notice of such default. Owner shall then have thirty (30) days from receipt of such notice to cure such default unless additional time is granted by the City (the **"Cure Period"**). If Owner shall fail to cure such default within the Cure Period, then the City may, in its sole discretion and without penalty, exercise any of its rights and remedies provided by law or in this Agreement including, but not limited to, termination. Upon termination for any reason, the City may initiate a rezoning of the Property to the pre-Zoning Approval zoning district, the advertising and noticing costs of which shall be borne by the Owner.

8. *Compliance with Code.* Owner shall comply with all regulations and ordinances of Cocoa, Florida including, but not limited to, the City Code. This Agreement constitutes Owner's agreement to meet additional standards or restrictions in developing the Property. This Agreement provides no vested rights against changes to the Comprehensive Plan or land development

regulations as they may apply to the Property.

9. *Covenant Running with the Land.* This Agreement shall be binding and shall inure to the benefit of the successors or assigns of the parties and shall run with the subject Property and be binding upon any person, firm or corporation who may become the successor in interest directly or indirectly to the subject Property, and be subject to the above referenced conditions as approved by the City Council.

10. *Violations.* Violation of this Agreement will also constitute a violation of the Zoning Code, and this Agreement may be enforced as provided therein or in the City Code.

11. *Notices.* Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the Agency:
John A. Titkanich, Jr. AICP
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Owner:
Justin P. Morton, Victory Judgment, LLC
317 Riveredge Blvd., Suite 100
Cocoa, FL 32922

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

12. *Representations and Warranties.* The Owner hereby agrees and makes the following representations and warranties to the City:

(a) Owner is lawfully seized of the Property in fee simple and has full and lawful authority to execute this Development Agreement and bind the Property as set forth herein.

(b) The Property is free of all other encumbrances, including mortgages and liens.

(c) Owner represents that it has voluntarily and willfully executed this Agreement for purposes of binding the Property to the terms and conditions set forth in this Agreement.

(d) Owner represents and warrants that it is licensed by and in good standing with the State of Nevada as a limited liability company.

13. *Recordation.* This Agreement shall be recorded by the City and shall perpetually burden the Property unless amended or terminated by the Parties. This Agreement will, when duly executed and delivered by the City and Owner and recorded in the Public Records of Brevard County, Florida, constitute a legal, valid and binding obligation enforceable against the parties hereto and the Property in accordance with the terms and conditions of this Agreement.

14. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. 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.

15. *Modification.* This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

16. *Entire Agreement.* This Agreement and all attached exhibits hereto supersedes any other agreement, oral or written, regarding the Property and contains the entire agreement between the City and Owner as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

17. *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.

18. *No Agency.* The relationship of the parties to this Agreement is contractual and

Owner is 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.

19. *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, 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 two 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 three hundred thousand dollars ($300,000.00).

20. *Reservation of Police Powers.* Owner agrees and acknowledges that 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.

21. *Drafting.* 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 to this Agreement in the event of a dispute between the parties.

22. *No Third-Party Beneficiary.* This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

23. *Strict Compliance.* Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

24. *Attorney's Fees.* In connection with any arbitration or litigation arising out of this Agreement, each party shall bear their own attorney's fees and costs.

25. *City Police Powers.* Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Owner or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit if Owner is in breach of any term and condition of this Agreement.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

Witness 1

Colleen O'Donnell
Print Name of Witness 1

Witness 2

Lisa Treece
Print Name of Witness 2

CITY OF COCOA, FLORIDA

By: _____
John A. Titkanich, Jr., City Manager

Attest:

By: _____
Name: Carie Shealy
City Clerk
Date: 1/24/2019

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 24th day of January, 2019 by John A. Titkanich, Jr., City Manager of the City of Cocoa, on behalf of the City of Cocoa. He is personally known to me and did not take an oath.

Colleen S. O'Donnell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG087367
Expires 6/4/2021

Colleen S. O'Donnell
Notary Public

Commission No.: GG087367

VICTORY JUDGMENT, LLC, a Nevada limited liability company

By: _____
Managing Member

Print name: Justin Morton

Date: 2/11/19

Signed, sealed and delivered in the presence of:

Colleen O'Donnell
Witness 1

Colleen O'Donnell
Print Name of Witness 1

Lisa Treece
Witness 2

Lisa Treece
Print Name of Witness 2

STATE OF ~~NEVADA~~ FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 11th day of February, 2019 by Justin Morton, as managing member of Victory Judgment, LLC, a Nevada limited liability company. He is ✓ personally known to me or ___produced the following identification _____ and did not take an oath.

Carie E. Shealy
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG102465
Expires 8/30/2021

Carie E. Shealy
Notary Public

Commission No.: GG102465

EXHIBIT A
Legal Description

A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST-ONE QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 415 FEET THEREOF AND THE RIGHT-OF-WAY CLEARLAKE RD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1356.50 FEET; THENCE DEPARTING SAID SECTION LINE RUN N89°55'07"W A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°31'26"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST A DISTANCE OF 1295.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 569, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N00°10'22"W ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7533, PAGE 569 A DISTANCE OF 933.21 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3077, PAGE 3839, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°09'23"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3077, PAGE 3839 A DISTANCE OF 1299.71 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD; THENCE RUN S00°04'53"W ALONG SAID WEST RIGHT-OF-WAY OF CLEARLAKE ROAD A DISTANCE OF 941.58 FEET, TO THE POINT OF BEGINNING. CONTAINING: 27.922 ACRES, MORE OR LESS.

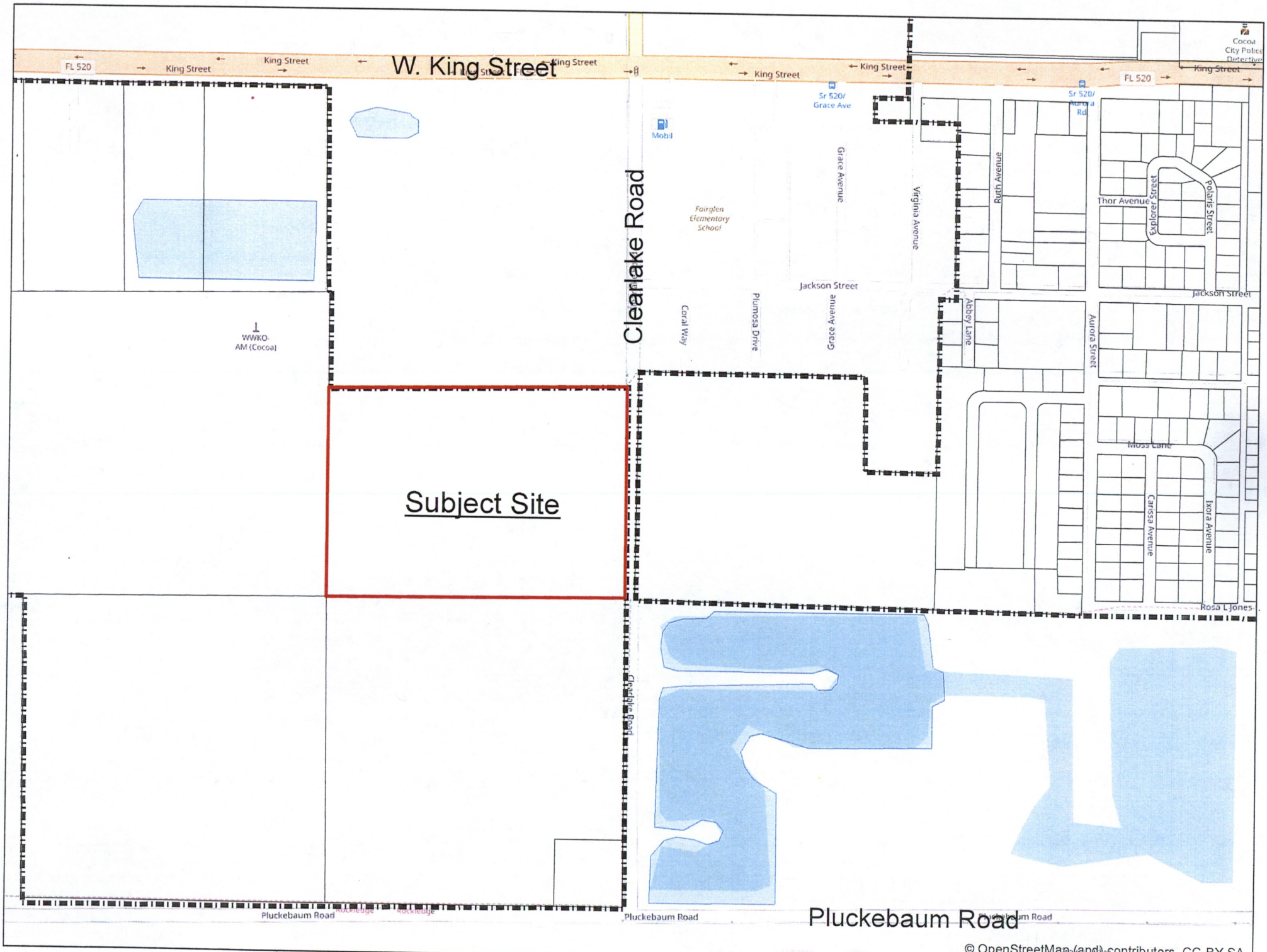
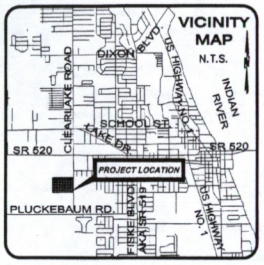

W. King Street
King Street
FL 520
Clearlake Road
Subject Site
Pluckebaum Road
Sr 520/ Grace Ave
Mobil
Fairglen Elementary School
Grace Avenue
Virginia Avenue
Ruth Avenue
Thor Avenue
Explorer Street
Polaris Street
Jackson Street
Abbey Lane
Aurora Street
Moss Lane
Carissa Avenue
Ixora Avenue
Rosa L Jones
Coral Way
Plumosa Drive
WWKO-AM (Cocoa)
Cocoa City Police Detective
© OpenStreetMap (and) contributors, CC-BY-SA

EXHIBIT B

Concept Plan

LAKESIDE PALMS WEST

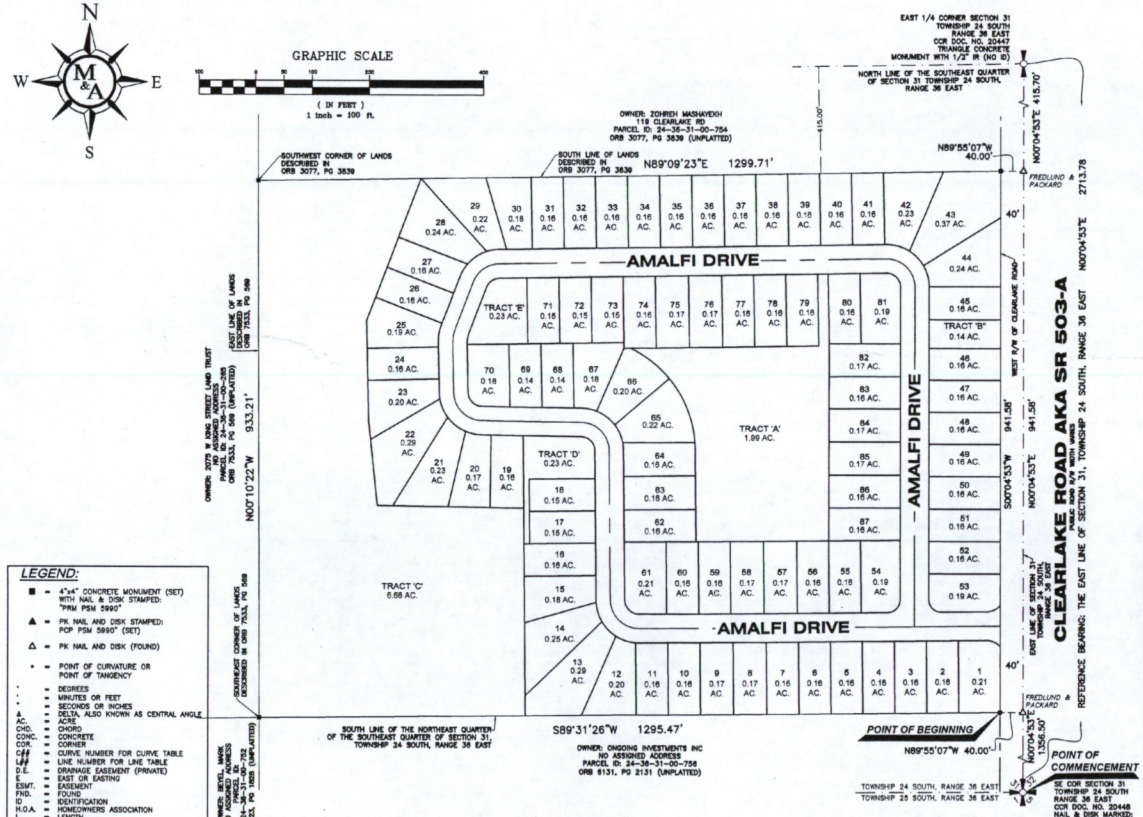
A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA



LEGAL DESCRIPTION (BY SURVEYOR):
A PARCEL OF LAND LYING IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST-ONE QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 415 FEET THEREOF AND THE RIGHT-OF-WAY CLEARLAKE RD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION, AND RUN N00°04'53"E ALONG SAID SECTION LINE A DISTANCE OF 1356.50 FEET; THENCE DEPARTING SAID SECTION LINE RUN N89°55'07"W A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD (A PUBLIC ROAD RIGHT-OF-WAY OF VARYING WIDTH), SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°31'26"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST A DISTANCE OF 1295.47 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 569, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N00°10'22"W ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 7533, PAGE 569 A DISTANCE OF 933.21 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3077, PAGE 3839, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°09'23"E ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 3077, PAGE 3839 A DISTANCE OF 1299.71 FEET TO THE WEST RIGHT-OF-WAY OF CLEARLAKE ROAD; THENCE RUN S00°04'53"W ALONG SAID WEST RIGHT-OF-WAY OF CLEARLAKE ROAD A DISTANCE OF 941.58 FEET, TO THE POINT OF BEGINNING.

CONTAINING: 27.922 ACRES, MORE OR LESS.



LEGEND:

- ■ = 4"x4" CONCRETE MONUMENT (SET) WITH NAIL & DISK STAMPED: "PRM PSM 5990"
- ▲ = PK NAIL AND DISK STAMPED: PCP PSM 5990" (SET)
- △ = PK NAIL AND DISK (FOUND)
- • = POINT OF CURVATURE OR POINT OF TANGENCY
- ° = DEGREES
- ' = MINUTES OR FEET
- " = SECONDS OR INCHES
- Δ = DELTA, ALSO KNOWN AS CENTRAL ANGLE
- AC. = ACRE
- CHD. = CHORD
- CONC. = CONCRETE
- COR. = CORNER
- C## = CURVE NUMBER FOR CURVE TABLE
- L## = LINE NUMBER FOR LINE TABLE
- D.E. = DRAINAGE EASEMENT (PRIVATE)
- E. = EAST OR EASTING
- ESMT. = EASEMENT
- FND. = FOUND
- ID = IDENTIFICATION
- H.O.A. = HOMEOWNERS ASSOCIATION
- L. = LENGTH
- LB = LICENSED BUSINESS
- L.S. = LICENSED SURVEYOR
- N. = NORTH OR NORTHING
- N.T.S. = NOT TO SCALE
- NR = NON-RADIAL
- ORB = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PC = POINT OF CURVATURE
- PCP = PERMANENT CONTROL POINT
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- PRM = PERMANENT REFERENCE MONUMENT
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- PT = POINT OF TANGENCY
- R = RADIUS
- R/W = RIGHT-OF-WAY
- S = SOUTH
- W = WEST

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

TRACT	TRACT USE	ACREAGE	OWNERSHIP & MAINTENANCE ENTITY
A	STORM WATER MANAGEMENT/ OPEN SPACE & RECREATIONAL AMENITIES	1.99 AC.	LAKESIDE PALMS WEST H.O.A.
B	LIFT STATION FACILITIES	0.14 AC.	CITY OF COCOA
C	CONSERVATION AREA / PASSIVE RECREATIONAL USE	6.68 AC.	LAKESIDE PALMS WEST H.O.A.
D	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.
E	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.

NOTES:

1. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST AS BEING N00°04'53"E, HOLDING THE SOUTHEAST CORNER OF SECTION 31 FOR POSITION AND THE EAST 1/4 CORNER OF SECTION 31 FOR ROTATION. SAID BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA'S EAST ZONE, GEOID12A, NORTH AMERICAN DATUM OF 1983, NATIONAL ADJUSTMENT OF 2011 (NAD83/2011).

2. THE FOLLOWING EASEMENTS ARE HEREBY RESERVED:
   - A. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG THE FRONT OF ALL LOTS AND TRACTS CONTIGUOUS WITH AND ADJACENT TO THE PUBLIC ROADWAY FOR THE INSTALLATION AND MAINTENANCE OF FLORIDA POWER AND LIGHT (F.P.&L.), AND OTHER PUBLIC UTILITIES.

3. THE FOLLOWING EASEMENTS ARE HEREBY DEDICATED TO THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION OF BREVARD, INC., AND ARE NOT THE RESPONSIBILITY OF THE CITY OF COCOA:
   - A. A PRIVATE DRAINAGE EASEMENT 10 FEET IN WIDTH ALONG THE REAR LINE OF ALL LOTS 67 THROUGH LOTS 73, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES.
   - B. A PRIVATE DRAINAGE EASEMENT 20 FEET IN WIDTH ALONG THE REAR LINE OF LOTS 74 THROUGH LOTS 75, & LOTS 80 & LOTS 81, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.
   - C. A PRIVATE DRAINAGE EASEMENT 10 FEET IN WIDTH ALONG THE SIDE LOT LINES OF LOTS 57 & LOTS 58, LOTS 63 & LOTS 64, LOTS 75 & LOTS 76, AND LOTS 84 & LOTS 85, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY. LOTS 63 & LOTS 64 SHALL ALSO ALLOW FOR THE INGRESS & EGRESS OF THE LAKESIDE PALMS HOMEOWNER'S ASSOCIATION & THE LAKESIDE PALMS WEST HOMEOWNER'S ASSOCIATION.
   - D. A PRIVATE DRAINAGE EASEMENT 20 FEET IN WIDTH ALONG THE SOUTHERLY SIDE LOT LINE OF TRACT B, UNLESS OTHERWISE SHOWN HEREON, SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THE STORM WATER FACILITIES WITHIN THE PLAT BOUNDARY.
   - E. A PRIVATE SIGN EASEMENT 5 FEET IN WIDTH AT LOTS 1 & LOTS 53 SHALL BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF A MONUMENT SIGN.

4. TRACTS:
   - A. TRACTS A IS PRIVATE AND HEREBY CONVEYED TO, CONTROLLED BY, AND MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION OF BREVARD, INC. SAID TRACT IS TO BE USED FOR STORM WATER MANAGEMENT, AND ARE NOT THE RESPONSIBILITY OF THE CITY OF COCOA. SAID TRACT WILL ALSO ALLOW FOR THE INGRESS AND EGRESS OF EMERGENCY, UTILITY, MAINTENANCE PERSONNEL AND THEIR EQUIPMENT.
   - B. TRACT B IS TO BE OWNED, OPERATED & MAINTAINED BY THE CITY OF COCOA FOR THE INSTALLATION AND MAINTENANCE OF A SANITARY SEWER LIFT STATION.
   - C. TRACT C IS TO BE OWNED, OPERATED & MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF A CONSERVATION AREA.
   - D. TRACT D IS TO BE OWNED, OPERATED & MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF OPEN SPACE AND RECREATIONAL AMENITIES.
   - E. TRACT E IS TO BE OWNED, OPERATED & MAINTAINED BY THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF OPEN SPACE AND RECREATIONAL AMENITIES.

5. SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUES CHAPTER 177.091(8) AND 177.091(9).

6. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

7. THE OWNER HEREBY GRANTS TO CITY OF COCOA, BREVARD COUNTY GOVERNMENT, AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTE/SANITATION AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE LANDS SHOWN HEREON FOR INGRESS AND EGRESS OF THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

8. ALL LOT DRAINAGE IS PRIVATE. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE LAKESIDE PALMS WEST HOMEOWNERS ASSOCIATION OF BREVARD, INC. TO MAINTAIN SAID PRIVATE DRAINAGE WITHIN THEIR HOME SITE.

9. FOR PROTECTIVE COVENANTS AND DEED RESTRICTIONS SEE ORB _____ PAGE _____, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Prepared By:
MORGAN & Associates
Consulting Engineers, Inc.
504 N. Harbor City Blvd. Melbourne, Fl. 32935
Phone (321) 751-6088 Fax (321) 751-6089
L.B. # 7040
Drawn By: J. Hussey
Checked By: Christopher S. Bowers

PLAT BOOK _____ PAGE _____

SHEET 1 OF 2

SECTION 31 TWP. 24 S., RANGE 36 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, LAKESIDE PALMS LLC., BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN

LAKESIDE PALMS WEST

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES DRAINAGE EASEMENTS, UTILITY EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC, ADDITIONAL TRACTS TO BE DEDICATED ARE LISTED IN SURVEYORS NOTES, AND IN WITNESS WHEREOF, THE BELOW NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON THIS ____ DAY OF _____, 2018

VICTORY JUDGMENT, LLC.
317 RIVEREDGE BLVD., SUITE #100
COCOA, FL 32922

BY: _____
DONALD J. LONG, MANAGING MEMBER

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____
WITNESS 1 PRINT NAME

_____ _____
WITNESS 2 PRINT NAME

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, THAT ON _____ BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED:

DONALD J. LONG

RESPECTIVELY AS MANAGING MEMBER OF THE ABOVE NAMED CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME KNOWN TO BE THE INDIVIDUALS AND OFFICERS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THERETO; AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON MARCH 2, 2018 HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; AND THAT SAID PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION AND THAT SAID PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN BREVARD COUNTY, FLORIDA.

DATED: _____

CHRISTOPHER S. BOWERS, P.S.M.
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 5990
MORGAN & ASSOCIATES CONSULTING ENGINEERS, INC.
504 N. HARBOR CITY BLVD.
MELBOURNE, FLORIDA 32935
TEL.: (321) 751-6088
FLORIDA CORPORATE CERTIFICATE NO. 7040

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON _____ THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA APPROVED THE FOREGOING PLAT.

_____
HENRY U. PARRISH III, MAYOR

_____
CARIE SHEALY, CITY CLERK

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

_____
ROBERT M. PACKARD, P.S.M.
REGISTRATION NO. 3867, STATE OF FLORIDA

DATE: _____

CERTIFICATE OF CLERK

THIS IS TO CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT, AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES AND WAS FILED FOR RECORD ON

_____ AT _____, FILE NO._____

_____
SCOTT ELLIS
CLERK OF THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA

CITY OF COCOA
NOV 13 2018
RECEIVED

LAKESIDE PALMS - WEST

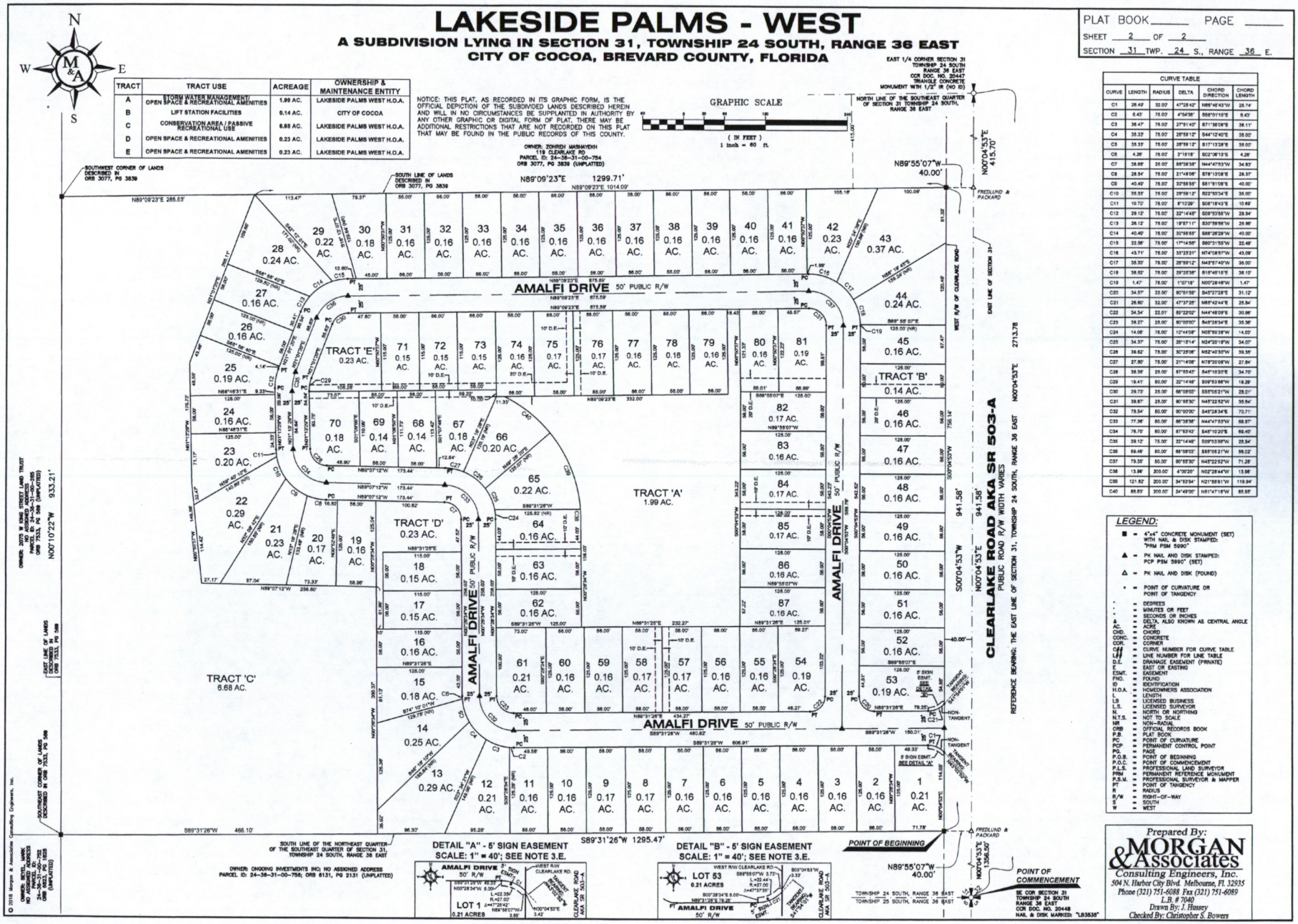
A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 2 OF 2
SECTION 31 TWP. 24 S., RANGE 36 E.

TRACT	TRACT USE	ACREAGE	OWNERSHIP & MAINTENANCE ENTITY
A	STORM WATER MANAGEMENT/ OPEN SPACE & RECREATIONAL AMENITIES	1.99 AC.	LAKESIDE PALMS WEST H.O.A.
B	LIFT STATION FACILITIES	0.14 AC.	CITY OF COCOA
C	CONSERVATION AREA / PASSIVE RECREATIONAL USE	6.68 AC.	LAKESIDE PALMS WEST H.O.A.
D	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.
E	OPEN SPACE & RECREATIONAL AMENITIES	0.23 AC.	LAKESIDE PALMS WEST H.O.A.

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GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	26.49'	32.00'	47°25'43"	N66°46'43"W	25.74'
C2	6.43'	75.00'	4°54'36"	S58°01'15"E	6.43'
C3	36.47'	75.00'	27°51'40"	S71°36'06"E	36.11'
C4	35.33'	75.00'	26°59'12"	S44°12'40"E	35.00'
C5	35.33'	75.00'	26°59'12"	S17°13'28"E	35.00'
C6	4.26'	75.00'	3°15'18"	S02°06'13"E	4.26'
C7	38.68'	25.00'	88°38'38"	N44°47'53"W	34.93'
C8	28.54'	75.00'	21°48'06"	S78°13'08"E	28.37'
C9	40.49'	75.00'	30°56'55"	S51°51'08"E	40.00'
C10	35.33'	75.00'	26°59'12"	S22°53'34"E	35.00'
C11	19.70'	75.00'	8°12'26"	S05°18'43"E	19.65'
C12	29.12'	75.00'	22°14'48"	S09°53'56"W	28.94'
C13	26.12'	75.00'	19°57'11"	S30°59'56"W	25.99'
C14	40.49'	75.00'	30°56'55"	S66°26'29"W	40.00'
C15	22.58'	75.00'	17°14'56"	S80°31'55"W	22.49'
C16	43.71'	75.00'	33°23'21"	N74°08'57"W	43.09'
C17	35.33'	75.00'	26°59'12"	N43°57'40"W	35.00'
C18	38.52'	75.00'	29°25'38"	S15°45'15"E	38.10'
C19	1.47'	75.00'	1°07'16"	N00°28'48"W	1.47'
C20	34.57'	22.00'	90°01'59"	S45°27'28"E	31.12'
C21	26.60'	32.00'	47°37'25"	N85°42'44"E	25.84'
C22	34.34'	22.01'	89°22'02"	N44°48'09"E	30.96'
C23	39.27'	25.00'	90°00'00"	S45°28'34"E	35.36'
C24	14.06'	75.00'	10°44'08"	N05°50'38"W	14.03'
C25	34.37'	75.00'	26°15'14"	N24°20'19"W	34.07'
C26	39.82'	75.00'	30°25'06"	N52°40'30"W	39.35'
C27	27.30'	75.00'	21°14'06"	N78°30'08"W	27.64'
C28	38.58'	25.00'	87°83'43"	S45°10'20"E	34.70'
C29	19.41'	50.00'	22°14'48"	S09°53'56"W	19.29'
C30	29.73'	25.00'	68°08'03"	S55°05'21"W	28.01'
C31	39.87'	25.00'	90°85'30"	N45°22'52"W	35.84'
C32	79.54'	50.00'	90°00'00"	S45°28'34"E	70.71'
C33	77.36'	50.00'	88°38'58"	N44°47'53"W	69.87'
C34	78.70'	50.00'	87°83'43"	S45°10'20"E	69.40'
C35	29.12'	75.00'	22°14'48"	S09°53'56"W	28.94'
C36	59.48'	50.00'	68°08'03"	S55°05'21"W	56.02'
C37	79.35'	50.00'	90°85'30"	N45°22'52"W	71.28'
C38	13.96'	200.00'	4°00'20"	N02°28'44"W	13.96'
C39	121.82'	200.00'	34°53'54"	N21°58'81"W	119.94'
C40	85.83'	200.00'	24°49'00"	N51°47'18"W	85.18'

LEGEND:

- ■ = 4"x4" CONCRETE MONUMENT (SET) WITH NAIL & DISK STAMPED: "PRM PSM 5990"
- ▲ = PK NAIL AND DISK STAMPED: PCP PSM 5990" (SET)
- △ = PK NAIL AND DISK (FOUND)
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- PT = POINT OF TANGENCY
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- S = SOUTH
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Prepared By:
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L.B. # 7040
Drawn By: J. Hussey
Checked By: Christopher S. Bowers

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Legislation Details (With Text)

File #:	20-136	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	2/24/2020			**In control:**	City Council
On agenda:	3/11/2020			**Final action:**	
Title:	City Council's performance evaluation of City Manager from November 2018 to December 2019. No action required. (City Manager)				
Sponsors:	Office of the City Manager				
Indexes:					
Code sections:					
Attachments:	City Manager FY18-19 Performance Memorandum Overview (20200121).pdf City Manager FY2020 Goals and Objectives (20190117)a.pdf Mayor Williams FY18-19 Evaluation.pdf Deputy Mayor Goins City Manager FY18-19 Evaluation.pdf Councilmember Warner City Manager FY18-19 Evaluation.pdf Councilmember Boisvert City Manager FY-19 Evaluation.pdf Councilmember Koss City Manager FY18-19 Evaluation.pdf City Manager FY18-19 Self Evaluation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 28, 2020
Agenda Date: March 11, 2020
Prepared By: John A. Titkanich, Jr., AICP, ICMA-CM
Through: N/A
Requested Action:
City Council's performance evaluation of City Manager from November 2018 to December 2019. No action required.

BACKGROUND:

Consistent with the Section 11 (Evaluation), of the City Manager's Employment Agreement, City Council was provided a City Manager Performance Evaluation form on January 22, 2020. This year's evaluation was delayed allowing the newly seated City Councilmembers a full year of review. The Evaluation Period was from November 2018 to December 2019.

All members of City Council completed the Performance Evaluation and the compiled individual rating scores for performance dimension are listed below. Additionally, the performance evaluation memorandum, FY 2020 goals and objectives, individual City Council performance evaluations, and the City Manager's self-evaluation are attached.

Category	Performance Category	Mayor Williams	Deputy Mayor Goins	Councilwoman Warner	Councilman Boisvert	Councilwoman Koss
1	Professional Skills and Expertise	16	20	21	25	17
2	Council Relations	8	17	17	24	16
3	Citizen and Public Relations	15	18	21	25	17
4	Policy Execution	16	17	22	25	17
5	Intergovernmental Relations	23	19	25	25	17
6	Staffing and Management	11	16	18	25	15
7	Fiscal Management	21	20	25	25	21
8	Planning and Organizational Development	15	18	21	25	16
9	Leadership and Decision-Making	16	17	21	25	16
10	Individual Characteristics	16	19	21	25	19

Each Councilmember's ratings are totaled, and the score is converted into an average rating by dividing the individual Councilmember's by 50. The total average ratings are summarized below with the overall rating:

Council Member	Total Score	Total Average Rating
Mayor Williams	157	3.14
Dep. Mayor Goins	181	3.62
Warner	212	4.24
Boisvert	249	4.98
Koss	171	3.42
Overall Rating		**3.88**

Consistent with the First Addendum To City Manager's Employment Agreement, a rating of 3.88 supports a 2% performance increase. Combined with base annual raise of 3.5%, the overall salary increase for Fiscal Year 2020 is 5.5%. The base annual raise was already implemented as of October 1, 2019.

The City Manager's current salary is $181,334.40 and with the performance increase that will increase to $184,953.60.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

If not budgeted, is amendment/transfer attached? N/A

PREVIOUS ACTION:

The initial City Manager's Employment Agreement was entered into on January 9, 2013 and commenced on February 25, 2013.

The First Addendum to the City Manager's Employment Agreement was executed on August 26, 2014.

The Second Addendum to the City Manager's Employment Agreement was executed on July 11, 2017 and provides for a contract renewal with an affirmative vote at the first regular City Council meeting six months prior to the expiration of the Agreement, which is September 30, 2020. Thus, at the second regular meeting of March 2020, City Council will consider, subject to the City Manager's desire to seek renewal, whether to automatically renew the contract for an additional 3 years.

RECOMMENDED MOTION:

No Action Required.

City Manager's Office
65 Stone St. I Cocoa, FL 32922
Phone: (321) 433-8660 I Email: jtitkanich@cocoafl.org

To: Mayor and City Council Members
From: John A. Titkanich, Jr., AICP, ICMA-CM
Date: January 22, 2020
Subject: City Manager Performance Evaluation

Mayor and City Council, in accordance with my employment contract, City Council shall review and evaluate my performance. Additionally, where appropriate City Council will define goals and performance objectives deemed necessary for the operation of the City and in the attainment of City Council policy objectives.

My last performance evaluation was completed in September 2018. With the election of a new Mayor and two City Councilmembers in November 2018, the timing of this evaluation provides City Council a full year of review. To aid City Council in reviewing my performance since the new City Council has been seated, below please find a list of organizational accomplishments; professional development activities and community affiliations. Attached is also a list of organizational goals and objectives by department for Fiscal Year 2020.

Accomplishments

Each year I share the activities and accomplishments which represents a culmination of the City leadership and management team efforts. While they were generally undertaken at my direction, under my oversight or with my direct involvement, they reflect collaboration and success as an organization consistent with the shared vision of City Council and a strong leadership team committed to working on behalf of City Council and the citizens and businesses.

- One of the most important responsibilities a City Manager maintains is keeping each member of City Council informed of pertinent events, activities and or actions by administration, something which I feel I have done equally and thoroughly.

- The City continues to focus on monitoring and implementing the community-based 2016-2021 Strategic Plan. Key highlights include:

    - The City, through the Center for Public Safety Management, completed an operational and workload analysis consistent with Strategic Plan in the prior fiscal year and a central theme was identified to develop and implement a departmental strategic planning for the department and component divisions, which is currently underway and expected to be completed in Fiscal Year 2020. Other administrative and communication recommendations were made of which the Police Department and City Manager's officer are collectively working to implement as appropriate.

- The City constituted the Cocoa Police and Community Relations Advisory Board, a goal established in the City's Strategic Plan and a recommendation of the CPSM study.
- The City continued to maintain a course of fiscal sustainability recognizing and planning for horizon issues that may affect its long-term fiscal condition.
    - The City continued to evaluate it revenue sources, specifically the millage, fire assessment, stormwater assessment, utility rates and user's fees.
        - The City Council approved a change in the collection methodology for stormwater assessment and revised its rate to be fairer and more equitable and enabling the City to undertake and implement the Stormwater Master Plan.
        - Additionally, which affects the Stormwater Fund, the City working with its consultants updated the Cost Allocation Study to ensure administrative and overhead costs are properly allocated to/from respective funds.
    - The City Manager's office working the Finance Department continues to monitor revenues and expenses throughout the fiscal year. Pursuant to the Charter, monthly Finance Reports are provided to City Council as informational agenda items.
    - City administration continues to work diligently with our Workers Compensation Third Party Administrator to negotiate and resolve long-standing claims limiting the City's long-term liabilities.
    - The City continues to monthly monitor health insurance expenditures and this past year, with a unanimous vote of the Employee Health Insurance Committee, and approval by City Council, modest benefit level changes were implemented and calendar year deductibles and annual maximum out-of-pocket costs were increased to manage and contain costs. These changes were analyzed to determine the impact to employees, and while there are some that may be impacted, it was a decision made in the best interest of the City and employees to control costs while providing a competitive level of benefits.
        - The City successfully re-negotiated with other Brevard municipalities (Cocoa Beach, Rockledge and Satellite Beach) to leverage resources, maintain service-levels and achieve greater cost efficiencies for City of Cocoa Employee Health Center.
    - The City in August and October 2018 initiated an advanced refunding of former bond issuances (Series 2009 A & B and Series 2010) resulting in gross savings of $11,997,166 (present value savings $3,338,435). The City also secured $37.54 million to continue implementing the Utilities Master Plan.
        - The City's credit ratings for both the City and Utility System improved in 2018, Aa2 and AA (Positive) respectively. Moreover, in October 2019, Moody's issued an annual comment report reaffirming the City's credit rating. Moody's notes that the City's Aa2 rating slightly exceeds the median rating of Aa3 for US cities and Aa for Florida cities.
    - The City's public safety pension reforms negotiated in the 2015-2018 collective bargaining agreements continue to yield positive results. These reforms were negotiated in response to an anticipated increase to both the Annual Required Contribution (ARC) and the Unfunded Actuarial Accrued Liability (UAAL) of both public safety pensions due to mandated assumption changes to mortality rates by Chapter 2015-157, Laws of Florida (SB 172).
        - The Police Pension is 92.3% funded, a decrease from the prior year due to unfavorable investment experience and responsible assumption changes to

factors such as lower expected rate of return as implemented by the Police Pension Board. It should be noted a lowered expected rate of return has an immediate affect on the UAAL as the calculated actuarial assets of the plan decrease thus affecting the UAAL. The ARC in 2015 was $943,228 and at the end of Fiscal Year 2019 it was $867,341. The UAAL as represented in the October 1, 2014 Actuarial Valuation Report was $1,963,330 and at the end of Fiscal Year 2019 is reported at $2,716,732. Both the ARC and UAAL are below the negotiated thresholds established to automatically reopen the Pension Article of the contract. The City's ARC rate for Fiscal Year 2020 is 18.66%, which represents a decrease from the prior year at 23.06%.

- The Fire Pension Board also adopted assumption changes in the prior year, but they elected to lower the expected rate of return over several plan years (versus the immediate reduction by the Police Pension Board). Again, lowering the expected rate of return is a positive long-term change but it affects the actuarial value of the assets of the plan and results in an increase in the UAAL. The Fire Pension Board also implemented changes resulting from mandated changes with the expansion of cancer presumptions for firefighters through Chapter 2019-21, Laws of Florida (SB 426). The Fire Pension Plan is 73% funded, a decrease from the prior year but an increase from the 66.4% funded ratio on October 1, 2014 in spite of assumption changes implemented by Fire Pension Board and the 2019 legislatively mandated changes to disability assumptions due the expansion of the cancer presumptions. The ARC in 2015 was $1,720,919 and at the end of Fiscal Year 2019 was $1,351,865. The UAAL as represented in the October 1, 2014 Actuarial Valuation Report was $8,546,033 and at the end of Fiscal Year 2019 is reported at $8,064,753. Both the ARC and UAAL are below the negotiated thresholds established to automatically reopen the Pension Article of the contract. The City's ARC for Fiscal Year 2020 is 71.82%, a slight increase from the prior year's 70.27%.

  - The City, working with our insurance carrier (FMIT), secured insurance related to the mandated expansion of Fire Fighter Cancer benefits and the Administrative Services Department conducted training with members of the Cocoa Fire Department.
  - The City entered into a contract with NAPA IBS for parts inventory and management and converted the existing Parts Clerk to a Fleet Technician to enhance our ability to manage and maintain our fleet. NAPA as part of the agreement purchased the City's existing our inventory, including obsolete parts.

- The City evaluated and reorganized Public Works in conjunction with the hiring of our new Public Works Director. With the adoption of the Stormwater Master Plan, Streets and Stormwater will be managed by the Public Works Assistant City Engineer and grounds maintenance was reorganized under the Facilities Manager. This reorganization provides better alignment and ensures singular focus of the division on streets and stormwater. City Council also approved a Parks and Rights of Way Coordinator position that will aid in managing and providing oversight on our contracts for services as well as ensuring the City and County are maintaining these facilities. The City has been in negotiations regarding the Interlocal Agreement for parks and recreation.

- The City also participated in its third year of the Florida Benchmarking Consortium (FBC) to better understand and compare our performance and reporting metrics with peer cities that will enable us to facilitate process and productivity improvements as well as developing a performance management system to enable the City to measure and benchmark its performance. In addition to the Assistant City Manager Matt Fuhrer, Deputy Finance Director Lora Howell, Senior Fiscal Analyst Lea Taylor previously attended Six Sigma training and are Yellow Belt Certified. I completed training this year and am White Belt Six Sigma certified and attended a portion of the Yellow Belt training. I anticipate completing Yellow Belt training this upcoming year. Additionally, the City presented at this year's FBC annual conference on its efforts and challenges in moving the City to a more performance-based organization.

- The City developed a Citizen's Academy program to engage and educate citizens on the various department's operations, functions and municipal services. The irst class began on November 5, 2018. This was also an identified action item of the City's current Strategic Plan under the strategic issue of Civic Engagement.

- The City hired a Communications Coordinator and begun implementing ADA Accessibility compliance requirements which require evaluating all City documents and content on our website and social media platforms. Staff also trained department personnel on creating ADA compliant documents. This is an ongoing endeavor that will continue given the voluminous amount of documents/public records.

- The City continues to maintain a budget process that enables increased opportunities for City Council and stakeholder input early and throughout the budget process.
  - The City received the Distinguished Budget Award for the FY2018 Budget by Government Finance Officers Association (GFOA). This award represents a first in 22 years since the City received this recognition and the FY2019 Budget was developed and was submitted to GFOA for evaluation and staff believes it will lead to a consecutive award.
  - The City received the Certificate of Achievement for Excellence in Financial Reporting by GFOA, this represents the 3rd consecutive year receiving this recognition after the City not being recognized for 17 years.
  - The Finance Department, under the direction of the Finance Director, established a process for encumbrance rollovers for capital projects (and certain professional services) to avoid the unnecessary liquidation of purchase orders at the end of the year and then subsequently reissuing new orders for the ensuing fiscal year. This change eliminates unnecessary delays to projects and services carried-forward from current to ensuing fiscal years.

- Key leadership and critical positions hired/promoted in the past year – Community Services Director Nancy Bunt promoted, Fire Chief Jonathan Lamm promoted, Public Works Director Bryant Smith hired, Assistant City Engineer Abby Morgan promoted to manage Stormwater and Streets Division, Assistant Utilities Director Chris Collier promoted and retained, Building Official Val Perez hired/retained in addition to other Building & Permitting vacancies filled, additionally the Planning and Zoning vacancies have been filled.

- Successfully defended termination and arbitration of terminated police officer as well as the City working with its insurance carrier FMIT and City Attorney's Office proactively settled liability and civil rights lawsuits related to officer's actions. The City also vociferously fought and successfully defended an unemployment compensation claim. This was significant due to the former police officer's actions that arguably violated several residents 4th, 5th and 8th Amendments of the U.S. Constitution.

- Regarding the City's Community Redevelopment Agencies, the City successfully negotiated with Brevard County for a ten-year extension of the Diamond Square Community Redevelopment Agency that was set to expire at the end of Fiscal Year 2022. In addition to the completion of the Stone Street streetscape project, the new Dr. Joe Lee Smith Community Center is scheduled for completion in late spring this year. The Cocoa Community Redevelopment Agency, with the City as the lead, completed the shoreline stabilization project in Lee Wenner Park, the T-Docks and Day Slips are currently underway, and the reconstruction of the Cocoa Riverfront Park Promenade is expected to be completed this year. The gateway feature to Historic Cocoa Village is currently under construction.

- City completed Evaluation and Appraisal Report (EAR) and processed Comprehensive Plan Amendments bringing the City into compliance with Florida Statutes.

- Related to the utility system, specifically Utility Customer Service, in large measure emanating from the Water Meter Reader Accuracy, Meter Reading Process and Utility Billing Practices Audit completed in Fiscal Year 2018, Utility Customer Services implemented process improvements, developed formalized policies and reorganized the division to improve practices and enhance customer service. Additionally, City Council held a workshop solely devoted to policies and practices affecting Utility Customer Service.

- City Council held a workshop exclusively on Utilities Department operations and reviewed and discussed future plans and policies related to water supply, septic to sewer, water and sewer field operations, and reclaimed water. Taylor Creek Reservoir/St. Johns River Wholesale Regional Project, Advanced Metering Infrastructure (AMI), also known as smart water meters, and the Patrick AFB RFP to potentially privatize the utility system and infrastructure were discussed. Additionally, the City and Utility, working its consultant updated the Cost Allocation Study to ensure administrative and overhead costs are properly allocated to/from respective funds.

- City Council held a workshop on Medical Marijuana Dispensaries and the Civil Citation Program for possession, which resulted in the Civil Citation Program being adopted by City Council. Zoning analysis and amendments are underway, and amendments will be processed to permit medical marijuana dispensaries in appropriate zoning districts.

- Provided leadership working with the Fire Chief and leadership team to improve emergency preparedness of all City departments in response to a natural and or man-made disaster. Most critically, the City was required to prepare and respond to Hurricane Dorian, and I submit City staff did an excellent job preparing in advance of the storm. The response afterward largely consisted of damage assessment which, fortunately, was minimal.

- The City through a grant successfully applied for the former Cocoa Junior High School (Harry T. Moore Center), later named Monroe High School when grades 10-12 were added, to be listed on

the National Park Service's National Register of Historic Places. Cocoa Junior High School was constructed in 1923, served as the city's school for African American children until 1954 and it is the oldest remaining Rosenwald school in the State of Florida. The City applied for two grants concurrently, but the second grant related to museum creation (Leon and Jewell Collins Museum for African America History and Culture at the Harry T. Moore Center) but was not awarded and will be reapplied for during this fiscal year.

Below represents professional and community affiliations, presentations, and personal professional honors and awards I believe each of which reflect positively on the City of Cocoa.

Professional Development and Community Affiliations

- Member, International City-County Management Association, 2013 – Present

- ICMA Credentialed Manager (ICMA-CM) earned designation by the ICMA Credentialing Advisory Board in 2016, and subsequently maintained credentialed status in 2017 and 2018. I've completed the requisite 40 hours of professional development in 2019, my annual report is due by January 31, 2020, and fully expect to maintain my ICMA-CM designation.

  Background: While there are 12,000+ members of ICMA, fewer than 1,400 City Managers or Assistant City Managers in the United States have earned ICMA-CM credentialing designation. There are 111 ICMA Credentialed Managers in the State of Florida, and within Brevard County there are two (2) other ICMA Credentialed Managers.

  ICMA Credentialing is a voluntary credentialing program of which the designation indicates a member is qualified by a combination of education and experience, adherence to high standards of integrity, and a commitment to continuous learning and professional development.

- Member, Florida City-County Management Association, 2015-Present
  - Member, Communications Committee since 2016
    - Communications Committee Chairperson, 2018-Present

- Brevard County United Way
  - Board of Directors, August 2016-Present

- Endeavour Elementary UCF-Certified Community Partnership School
  - Cabinet Member since inception and currently serve as Vice-Chair

Personal Professional Honors and Awards (Recent and Past)

- Florida League of Cities 2019 Annual Conference Presenter and Panelist, Amendments to the Community Redevelopment Act: What the 2019 Legislative Changes Mean to Your City.

- 2019, 2018 and 2017 Florida League of Cities Home Rule Hero Award
  - Member of Finance, Taxation and Personnel Legislative Policy Committee, 2019-Present
  - Member of Land Use and Economic Development Legislative Policy Committee, 2016-2018

- 2018 Space Coast UCF Alumni Notable Knight Award

- 2016 Outstanding Alumni of the Year, University of Central Florida College of Health and Public Affairs, School of Public Administration (February 2017)

- 2016 Alumni Achievement Award in Public Administration, University of Central Florida School of Public Administration (Public Service Recognition Week, May 2016)

- 2014 Public Service Excellence Award, American Society for Public Administration, Central Florida Chapter

Conclusion

Serving City Council, staff, citizens and business of the City of Cocoa as your City Manager is unquestionably an honor and privilege, and job I very much enjoy. I firmly believe that while much has been accomplished since being appointed in February 2013 and during this past year, there is still much to be achieved. As a City, from my perspective, we are on the right track. With plans of updating the City Strategic Plan (including a first ever scientifically based community survey), finalizing and adopting a Resiliency and Sustainability Plan, completion of the Police Department Strategic Plan, implementing the Stormwater Capital Plan as well as the Utilities Master Plan and formulating a Master Plan for Parks and Open Space the City will continue to move forward in a positive manner.

The attached evaluation form was developed by the Florida City County Management Association to provide Elected Officials an opportunity to more comprehensively and meaningfully evaluate a City Manager's performance. Please complete the evaluation form and return it to me no later than Friday, February 14, 2020. Final score tabulations will be completed, and results will be presented as an agenda item at the February 26, 2020 Regular City Council meeting. Additionally, I look forward to the opportunity to meet and discuss my performance and your expectations individually.

Fiscal Year 2020 Goals and Objectives

City Manager's Office

Strategic Plan

- In addition to formally incorporating City Council comments/direction from Governance & Strategic Visioning Workshop held in December 2018 the City will be undertaking an update to the plan.
    - Community Survey (discussions are underway with National Community Survey, a partner with the National League of Cities and ICMA)
    - City Council Workshop – review SWOT and validate strategic issues
    - Community/Stakeholder Issue Committees
    - Community Workshop to review and solicit comments (Independent Facilitator)
    - City Council adoption
    - Employee Meetings (at all levels) to ensure the plan strategies and objectives are understood by all employees, how it relates to their job and most importantly ensuring it permeates through the entire organization.

    Develop Monthly Report for City Council following adoption of the updated Strategic Plan
    - Department Reports (KPI/PM's)
    - Capital Projects Update/Status
    - Other City Council and Strategic Plan initiatives/programs

Police Chief Recruitment Process – with the retirement of Chief Cantaloupe in December 2020, the City will need to initiate the recruitment process beginning in March/April 2020. In discussing with several executive search firms, the timeline to recruit and hire a police chief generally ranges between 6 to 9 months. The following represents the process intended to recruit the City's new Police Chief:

- City Manager meet with each member of City Council to identify their ideal Chief…leadership and management style, department focus, and experience.
- City Manager solicit input from department personnel/unions on what they would like to see in the next Chief.
- City Manager solicit input from Police Community Relations Advisory Board members.
- Review and revise job description accordingly and create recruitment brochure.
- Retain executive search firm to assist in nationwide and broad-based search, pre-screen applicants ensuring they meet the requisite qualifications, and have the appropriate background consistent with the "ideal" Chief. Firm will narrow candidates down to top five to seven candidates for evaluation/consideration.
- City Manager organize a committee to assist in evaluating/interviewing top candidates.
- Hold Community Meet and Greet for top three candidates.
- City Manager solicit input from City Council and community members to provide feedback on top three candidates.
- City Manager and committee review and rank candidates.
- City Manager final meeting with top candidate.
- Engage in negotiations with top ranked candidate.

Enterprise Resource Platform (ERP) – continue to identify needs and map businesses processes with departments and consultants for new system as well identify opportunities for increased efficiencies and effectiveness. This will be a multi-year project that encompasses and impacts all departments and daily municipal functions.

Develop a Citizen Engagement Plan

- Citizen's Academy (1st class underway)
- Youth Council
- Evaluating technology to enhance public participation…community survey.
- Website redesign scheduled for this year
- Identify alternative forms of engagement…especially evaluate models to increase engagement and participation of underserved and disadvantaged residents.

Continued implementation of ADA Accessibility Plan – Website/Documents and training.

Expand management training from annual to quarterly (with one being conducted by an outside facilitator)

Administrative Services

Compensation Study – Collective Bargaining for new contracts will begin in 2021, might be more appropriate to hold off and re-budget for ensuing fiscal year to have the most recent and up-to-date compensation data.
Update Employee Handbook
Evaluate W/C – remain self-insured or seek traditional coverage
Benefit Broker…RFP being finalized for issuance
Employee Suggestion Program
Employee Residency Incentive Program
Process review and analysis of weekly vs. bi-weekly payroll (jointly with Finance)

Finance

Budget Process – have already begun reviewing process to find opportunities to enhance while ensuring opportunities for citizen participation.

Evaluate and revise Budget Guide for Departments
Budget Kickoff Meeting

- YTD Update…revenues and expenditures
- Fund Balance projections
- Preliminary budget projections…revenue largely
- City Council Priorities – Strategic Plan / Departments

Capital Improvement Planning Process

Evaluating budgeting software options as a tool to enhance development process

Organizational and process improvements related to Purchasing:

- Budget Amendments
- Purchase Requisitions
- Task Orders
- Confirmation Purchase Orders
- Travel Authorizations
- Purchasing Card authorization

Will be working with the City Attorney to ensure we are compliant with the City Charter as well relevant Code provisions (s. 2.4, 2.5 and 2.6 largely)

Grants – continue to seek opportunities based on City Council direction and Strategic Plan, Utilities Master Plan, Stormwater Plan and Resiliency/Sustainability Plan, etc..

Community Services

Census 2020 Complete County Campaign (working w/CM Office)

Refocusing efforts on "Open for Business" philosophy…process map planning and permitting application and approval process especially with Building and Permitting fully staffed

Improve/enhance support to Boards…work with City Attorney's office and develop a Board Training workshop

Housing Education and Awareness Program – targeted at first-time homebuyers

Economic Development/Community Redevelopment

- Recruit Community Redevelopment Specialist
- Annual Economic Development Update
- CM/ACM and CS/ED Quarterly Meetings
- Economic Base Analysis – recruitment and attraction efforts
    - Continue conversation with EFSC and work to incorporate other partners (e.g. EDC, CareerSource Brevard, BPS, etc.) to focus on workforce development needs
- Existing ED programs review – SBAP, CPEP
- New ED programs – M/WBE, etc.
- Annexations

Parking Workshop regarding parking in Historic Cocoa Village

Parks/Open Space Master Plan (Task Order Scope being finalized)

Resiliency and Sustainability Plans…working with ECFRPC and SAC to finalize.

- SAC approval of draft Sustainability Action Plan consistent with Resolution.
- Staff analysis re: fiscal impact/priorities
- City Council Workshop
- Community meetings held in each Council District
- Final City Council Approval

Fire Department

- Continued focus on emergency management pre-planning and post recovery training
    - City Comprehensive Emergency Management Plan (CEMP) – work with departments to fully ensure respective emergency service functions and operational plans are revised accordingly, additional training as warranted.

- City Department Continuity of Operations (COOP) Plans – continue to evaluate and ensure departmental awareness…evaluation of planned actions/responses in the event "of" a natural or manmade disaster.

Police Department

- Development and implementation of Department Strategic Plan…build on CPSM Operational and Workload analysis
- Allow City Council and CPD Strategic Plan to drive initiatives to enhance delivery of law enforcement services

Public Works

- Reorganization implemented, continue to identify organizational opportunities for service delivery improvements
- Hiring of Public Work Parks and ROW Maintenance Coordinator
- Implementation of SW Master Plan
- Capital Projects implementation
- Evaluate existing Solid Waste contract and to timely develop and issue RFP
  - Evaluate model of independent analysis

Utilities

- Capital Project Implementation of bond projects.
- Utility Rate Study (last full study was completed in 2009/2010)

COCOA, FLORIDA

City Manager Performance Evaluation

City Manager's Name:	John A. Titkanich, Jr., AICP, ICMA-CM
Mayor/Council Member Name:	**Mayor Jake Williams, Jr.**
Evaluation Period:	November 2018 to December 2019
Evaluation Due Date:	Friday, February 14, 2020

Evaluation Instructions:

This form shall be completed by each member of City Council to evaluate the City Manager's performance in each of the areas noted below. Each member of City Council shall sign at the end of the form and forward it to the Human Resources Director. Performance levels can be noted based on the following scale:

5 – EXCELLENT:	The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
4 – ABOVE AVERAGE:	The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
3 – SATISFACTORY:	The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance.
2 – FAIR:	The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
1 – UNSATISFACTORY:	The incumbent frequently fails to meet minimum performance expectations.

Timeline:

January 22, 2020	• City Manager distributes the City Manager's performance evaluation form.
February 14, 2020	• Deadline for completion of the performance evaluation form • City Council members are encouraged to meet with the City Manager to individually discuss their evaluation.
February 26, 2020 (City Council Regularly Schedule Meeting)	• The compilation of the manager's evaluation are presented to City Council.

COCOA, FLORIDA

City Manager Performance Evaluation

Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	5 of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.	2 of 5
c. Anticipates problems and develops effective approaches for solving them.	2 of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	5 of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.	2 of 5
Total Rating for this Performance Dimension:	16 of 25 ✓
Comments:	NONE

2. Council Relations	Rating:
a. Carries out directives of City Council as a whole rather than those of any one Council member.	2 of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Council members.	1 of 5
c. Assists City Council by resolving problems at the administrative level to avoid unnecessary Council action.	1 of 5
d. Assists City Council in establishing policy while acknowledging the ultimate authority of City Council.	2 of 5
e. Is willing to try new ideas proposed by Council members.	2 of 5
Total Rating for this Performance Dimension:	8 of 25 ✓
Comments:	NONE

COCOA, FLORIDA

City Manager Performance Evaluation

3. Citizen and Public Relations	Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	2 of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	3 of 5
c. Demonstrates a dedication to service to the community and its citizens.	2 of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	3 of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	5 of 5
Total Rating for this Performance Dimension:	15 of 25 ✓
Comments:	NONE

4. Policy Execution	Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.	5 of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by City Council.	4 of 5
c. Implements Council actions in accordance with the intent of City Council.	2 of 5
d. Supports the actions of City Council after a decision has been reached, both inside and outside the organization.	2 of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Council policies.	3 of 5
Total Rating for this Performance Dimension:	16 of 25 ✓
Comments:	NONE

COCOA, FLORIDA

City Manager Performance Evaluation

5. Intergovernmental Relations	Rating:
a. Promotes a positive working relationship with other governmental entities.	3 of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	5 of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.	5 of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	5 of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	5 of 5
Total Rating for this Performance Dimension:	23 of 25 ✓
Comments:	NONE

6. Staffing and Management	Rating:
a. Recruits and retains competent personnel for City positions.	2 of 5
b. Is aware of staff weaknesses and works to improve their performance.	2 of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	2 of 5
d. Stays accurately informed and concerned about employee relations.	3 of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	2 of 5
Total Rating for this Performance Dimension:	11 of 25 ✓
Comments:	NONE

COCOA, FLORIDA

City Manager Performance Evaluation

7. Fiscal Management	Rating:
a. Prepares a balanced budget to provide services at a level directed by City Council.	5 of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.	1 of 5
c. Prepares the budget in an intelligent but readable format.	5 of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	5 of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	5 of 5
Total Rating for this Performance Dimension:	21 of 25 ✓
Comments:	NONE

8. Planning and Organizational Development	Rating:
a. Works with City Council, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.	2 of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.	2 of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.	4 of 5
d. Has a capacity for and encourages innovation.	2 of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	5 of 5
Total Rating for this Performance Dimension:	15 of 25 ✓
Comments:	NONE

COCOA, FLORIDA

City Manager Performance Evaluation

9. Leadership and Decision-Making	Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	2 of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	3 of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	2 of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	4 of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	5 of 5
Total Rating for this Performance Dimension:	16 of 25 ✓
Comments:	none

10. Individual Characteristics	Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	5 of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	3 of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	5 of 5
d. Has the capacity to listen to others and to recognize their interests.	2 of 5
e. Avoids political positions, partisanship, and unnecessary controversy.	1 of 5
Total Rating for this Performance Dimension:	16 ~~14~~ 12 of 25 ✓
Comments:	none

COCOA, FLORIDA

City Manager Performance Evaluation

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	16	of 25
2. Council Relations	8	of 25
3. Citizen and Public Relations	15	of 25
4. Policy Execution	16	of 25
5. Intergovernmental Relations	23	of 25
6. Staffing and Management	11	of 25
7. Fiscal Management	21	of 25
8. Planning and Organizational Development	15	of 25
9. Leadership and Decision-Making	16	of 25
10. Individual Characteristics	14	of 25

157

Total Score: 155 of 250

Divide by 50 (total number of metrics) 3.14

Total Average Rating: 3.1 ***of 5***

Goals and Objectives for next Performance (<u>if not stated in Comments above</u>):

no comments

Evaluator's Signature: [signature] **Date:** 2-28-2020

COCOA, FLORIDA

City Manager Performance Evaluation

City Manager's Name:	John A. Titkanich, Jr., AICP, ICMA-CM
Mayor/Council Member Name:	**Deputy Mayor Alex Goins**
Evaluation Period:	November 2018 to December 2019
Evaluation Due Date:	Friday, February 14, 2020

Evaluation Instructions:

This form shall be completed by each member of City Council to evaluate the City Manager's performance in each of the areas noted below. Each member of City Council shall sign at the end of the form and forward it to the Human Resources Director. Performance levels can be noted based on the following scale:

5 – EXCELLENT:	The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
4 – ABOVE AVERAGE:	The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
3 – SATISFACTORY:	The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance.
2 – FAIR:	The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
1 – UNSATISFACTORY:	The incumbent frequently fails to meet minimum performance expectations.

Timeline:

January 22, 2020	• City Manager distributes the City Manager's performance evaluation form.
February 14, 2020	• Deadline for completion of the performance evaluation form • City Council members are encouraged to meet with the City Manager to individually discuss their evaluation.
February 26, 2020 (City Council Regularly Scheduled Meeting)	• The compilation of the manager's evaluation are presented to City Council.

COCOA, FLORIDA

City Manager Performance Evaluation

Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	5 of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.	3 of 5
c. Anticipates problems and develops effective approaches for solving them.	3 of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	5 of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.	4 of 5
Total Rating for this Performance Dimension:	20 of 25 ✓
Comments:	

2. Council Relations	Rating:
a. Carries out directives of City Council as a whole rather than those of any one Council member.	5 of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Council members.	3 of 5
c. Assists City Council by resolving problems at the administrative level to avoid unnecessary Council action.	3 of 5
d. Assists City Council in establishing policy while acknowledging the ultimate authority of City Council.	4 of 5
e. Is willing to try new ideas proposed by Council members.	2 of 5
Total Rating for this Performance Dimension:	17 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

3. Citizen and Public Relations	Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	4 of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	3 of 5
c. Demonstrates a dedication to service to the community and its citizens.	4 of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	3 of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	4 of 5
Total Rating for this Performance Dimension:	18 of 25
Comments:	

4. Policy Execution	Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.	5 of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by City Council.	3 of 5
c. Implements Council actions in accordance with the intent of City Council.	4 of 5
d. Supports the actions of City Council after a decision has been reached, both inside and outside the organization.	2 of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Council policies.	3 of 5
Total Rating for this Performance Dimension:	17 of 25
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

5. Intergovernmental Relations	Rating:
a. Promotes a positive working relationship with other governmental entities.	3 of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	4 of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.	4 of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	4 of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	4 of 5
Total Rating for this Performance Dimension:	19 of 25 ✓
Comments:	

6. Staffing and Management	Rating:
a. Recruits and retains competent personnel for City positions.	3 of 5
b. Is aware of staff weaknesses and works to improve their performance.	3 of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	3 of 5
d. Stays accurately informed and concerned about employee relations.	4 of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	3 of 5
Total Rating for this Performance Dimension:	16 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

7. Fiscal Management	Rating:
a. Prepares a balanced budget to provide services at a level directed by City Council.	5 of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.	4 of 5
c. Prepares the budget in an intelligent but readable format.	3 of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	4 of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	4 of 5
Total Rating for this Performance Dimension:	20 of 25
Comments:	

8. Planning and Organizational Development	Rating:
a. Works with City Council, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.	4 of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.	4 of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.	3 of 5
d. Has a capacity for and encourages innovation.	3 of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	4 of 5
Total Rating for this Performance Dimension:	18 of 25
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

9. Leadership and Decision-Making	Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	4 of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	3 of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	3 of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	4 of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	3 of 5
Total Rating for this Performance Dimension:	17 of 25 ✓
Comments:	

10. Individual Characteristics	Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	5 of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	3 of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	3 of 5
d. Has the capacity to listen to others and to recognize their interests.	3 of 5
e. Avoids political positions, partisanship, and unnecessary controversy.	3 of 5
Total Rating for this Performance Dimension:	19 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	20	*of 25*
2. Council Relations	17	*of 25*
3. Citizen and Public Relations	18	*of 25*
4. Policy Execution	17	*of 25*
5. Intergovernmental Relations	19	*of 25*
6. Staffing and Management	16	*of 25*
7. Fiscal Management	20	*of 25*
8. Planning and Organizational Development	18	*of 25*
9. Leadership and Decision-Making	17	*of 25*
10. Individual Characteristics	19	*of 25*

Total Score: 181 of 250 ✓

Divide by 50 (total number of metrics)

Total Average Rating: 3.62 ***of 5*** ✓

Goals and Objectives for next Performance (if not stated in Comments above):

Evaluator's Signature: 

Date: 2/24/20

COCOA, FLORIDA

City Manager Performance Evaluation

City Manager's Name:	John A. Titkanich, Jr., AICP, ICMA-CM
Mayor/Council Member Name:	**Council Member Brenda Warner**
Evaluation Period:	November 2018 to December 2019
Evaluation Due Date:	Friday, February 14, 2020

Evaluation Instructions:

This form shall be completed by each member of City Council to evaluate the City Manager's performance in each of the areas noted below. Each member of City Council shall sign at the end of the form and forward it to the Human Resources Director. Performance levels can be noted based on the following scale:

5 – EXCELLENT:	The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
4 – ABOVE AVERAGE:	The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
3 – SATISFACTORY:	The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance.
2 – FAIR:	The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
1 – UNSATISFACTORY:	The incumbent frequently fails to meet minimum performance expectations.

Timeline:

January 22, 2020	• City Manager distributes the City Manager's performance evaluation form.
February 14, 2020	• Deadline for completion of the performance evaluation form • City Council members are encouraged to meet with the City Manager to individually discuss their evaluation.
February 26, 2020 (City Council Regularly Scheduled Meeting)	• The compilation of the manager's evaluation are presented to City Council.

COCOA, FLORIDA

City Manager Performance Evaluation

Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	5 of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.	4 of 5
c. Anticipates problems and develops effective approaches for solving them.	4 of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	4 of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.	4 of 5
Total Rating for this Performance Dimension:	21 of 25 ✓
Comments: John's Knowledge of the job requirements is second to none. His skill + professionalism is above reproach.	

2. Council Relations	Rating:
a. Carries out directives of City Council as a whole rather than those of any one Council member.	2 of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Council members.	3 of 5
c. Assists City Council by resolving problems at the administrative level to avoid unnecessary Council action.	4 of 5
d. Assists City Council in establishing policy while acknowledging the ultimate authority of City Council.	4 of 5
e. Is willing to try new ideas proposed by Council members.	4 of 5
Total Rating for this Performance Dimension:	17 of 25 ✓
Comments: This has been an especially challenging year for John + all staff b/c the change in the council has given us not only new due their but members who, despite the best efforts of the CM, refuse to adhere to the Charter of the city and constantly interfere in the day to day operation of the city. If I have one serious	

Criticism it would be that John has not done enough to point out this constant interference to the entire Council + public.

This has created an [redacted] uncomfortable working condition for some employees. It cannot be easy to work + be effective when the majority of the Council has made it clear, with comments to the public + staff that their intention from day one was to replace the city manager.

I commend John + his entire staff for the professionalism they have demonstrated this past year.

Going forward I would like to see violations of the Charter pointed out either in writing or in a report at the Council meeting

COCOA, FLORIDA

City Manager Performance Evaluation

3. Citizen and Public Relations	Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	4 of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	5 of 5
c. Demonstrates a dedication to service to the community and its citizens.	5 of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	3 of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	4 of 5
Total Rating for this Performance Dimension:	21 of 25 ✓
Comments:	

4. Policy Execution	Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.	5 of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by City Council.	4 of 5
c. Implements Council actions in accordance with the intent of City Council.	4 of 5
d. Supports the actions of City Council after a decision has been reached, both inside and outside the organization.	4 of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Council policies.	5 of 5
Total Rating for this Performance Dimension:	22 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

5. Intergovernmental Relations	Rating:
a. Promotes a positive working relationship with other governmental entities.	5 of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	5 of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.	5 of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	5 of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	5 of 5
Total Rating for this Performance Dimension:	25 of 25 ✓
Comments:	

6. Staffing and Management	Rating:
a. Recruits and retains competent personnel for City positions.	3 of 5
b. Is aware of staff weaknesses and works to improve their performance.	4 of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	4 of 5
d. Stays accurately informed and concerned about employee relations.	4 of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	3 of 5
Total Rating for this Performance Dimension:	18 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

7. Fiscal Management	Rating:
a. Prepares a balanced budget to provide services at a level directed by City Council.	5 of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.	5 of 5
c. Prepares the budget in an intelligent but readable format.	5 of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	5 of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	5 of 5
Total Rating for this Performance Dimension:	25 of 25 ✓
Comments:	

8. Planning and Organizational Development	Rating:
a. Works with City Council, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.	4 of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.	4 of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.	4 of 5
d. Has a capacity for and encourages innovation.	4 of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	5 of 5
Total Rating for this Performance Dimension:	21 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

9. Leadership and Decision-Making	Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	4 of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	5 of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	3 of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	5 of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	4 of 5
Total Rating for this Performance Dimension:	21 of 25 ✓
Comments:	

10. Individual Characteristics	Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	4 of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	4 of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	5 of 5
d. Has the capacity to listen to others and to recognize their interests.	4 of 5
e. Avoids political positions, partisanship, and unnecessary controversy.	4 of 5
Total Rating for this Performance Dimension:	21 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	21	*of 25*
2. Council Relations	17	*of 25*
3. Citizen and Public Relations	21	*of 25*
4. Policy Execution	22	*of 25*
5. Intergovernmental Relations	25	*of 25*
6. Staffing and Management	18	*of 25*
7. Fiscal Management	25	*of 25*
8. Planning and Organizational Development	21	*of 25*
9. Leadership and Decision-Making	21	*of 25*
10. Individual Characteristics	21	*of 25*
	212	
Total Score:	237	of 250
Divide by 50 (total number of metrics)	4.24	
Total Average Rating:	4.74	***of 5***

Goals and Objectives for next Performance (if not stated in Comments above):

Evaluator's Signature: _____ **Date:** _____

COCOA, FLORIDA

City Manager Performance Evaluation

City Manager's Name:	John A. Titkanich, Jr., AICP, ICMA-CM
Mayor/Council Member Name:	**Council Member Don Boisvert**
Evaluation Period:	November 2018 to December 2019
Evaluation Due Date:	Friday, February 14, 2020

Evaluation Instructions:

This form shall be completed by each member of City Council to evaluate the City Manager's performance in each of the areas noted below. Each member of City Council shall sign at the end of the form and forward it to the Human Resources Director. Performance levels can be noted based on the following scale:

5 – EXCELLENT:	The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
4 – ABOVE AVERAGE:	The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
3 – SATISFACTORY:	The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance.
2 – FAIR:	The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
1 – UNSATISFACTORY:	The incumbent frequently fails to meet minimum performance expectations.

Timeline:

January 22, 2020	• City Manager distributes the City Manager's performance evaluation form.
February 14, 2020	• Deadline for completion of the performance evaluation form • City Council members are encouraged to meet with the City Manager to individually discuss their evaluation.
February 26, 2020 (City Council Regularly Scheduled Meeting)	• The compilation of the manager's evaluation are presented to City Council.

COCOA, FLORIDA

City Manager Performance Evaluation

Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	5 of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.	5 of 5
c. Anticipates problems and develops effective approaches for solving them.	5 of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	5 of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.	5 of 5
Total Rating for this Performance Dimension:	25 of 25 ✓
Comments:	

2. Council Relations	Rating:
a. Carries out directives of City Council as a whole rather than those of any one Council member.	5 of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Council members.	4 of 5
c. Assists City Council by resolving problems at the administrative level to avoid unnecessary Council action.	5 of 5
d. Assists City Council in establishing policy while acknowledging the ultimate authority of City Council.	5 of 5
e. Is willing to try new ideas proposed by Council members.	5 of 5
Total Rating for this Performance Dimension:	24 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

3. Citizen and Public Relations	Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	5 of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	5 of 5
c. Demonstrates a dedication to service to the community and its citizens.	5 of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	5 of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	5 of 5
Total Rating for this Performance Dimension:	25 of 25 ✓
Comments:	

4. Policy Execution	Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.	5 of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by City Council.	5 of 5
c. Implements Council actions in accordance with the intent of City Council.	5 of 5
d. Supports the actions of City Council after a decision has been reached, both inside and outside the organization.	5 of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Council policies.	5 of 5
Total Rating for this Performance Dimension:	25 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

5. Intergovernmental Relations	Rating:
a. Promotes a positive working relationship with other governmental entities.	5 of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	5 of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.	5 of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	5 of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	5 of 5
Total Rating for this Performance Dimension:	25 of 25 ✓
Comments:	

6. Staffing and Management	Rating:
a. Recruits and retains competent personnel for City positions.	5 of 5
b. Is aware of staff weaknesses and works to improve their performance.	5 of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	5 of 5
d. Stays accurately informed and concerned about employee relations.	5 of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	5 of 5
Total Rating for this Performance Dimension:	25 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

7. Fiscal Management	Rating:
a. Prepares a balanced budget to provide services at a level directed by City Council.	5 of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.	5 of 5
c. Prepares the budget in an intelligent but readable format.	5 of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	5 of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	5 of 5
Total Rating for this Performance Dimension:	25 of 25 ✓
Comments:	

8. Planning and Organizational Development	Rating:
a. Works with City Council, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.	5 of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.	5 of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.	5 of 5
d. Has a capacity for and encourages innovation.	5 of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	5 of 5
Total Rating for this Performance Dimension:	25 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

9. Leadership and Decision-Making	Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	5 of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	5 of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	5 of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	5 of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	5 of 5
Total Rating for this Performance Dimension:	25 of 25 ✓
Comments:	

10. Individual Characteristics	Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	5 of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	5 of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	5 of 5
d. Has the capacity to listen to others and to recognize their interests.	5 of 5
e. Avoids political positions, partisanship, and unnecessary controversy.	5 of 5
Total Rating for this Performance Dimension:	25 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	25	of 25
2. Council Relations	24	of 25
3. Citizen and Public Relations	25	of 25
4. Policy Execution	25	of 25
5. Intergovernmental Relations	25	of 25
6. Staffing and Management	25	of 25
7. Fiscal Management	25	of 25
8. Planning and Organizational Development	25	of 25
9. Leadership and Decision-Making	25	of 25
10. Individual Characteristics	25	of 25

Total Score: 249 of 250

Divide by 50 (total number of metrics)

Total Average Rating: 4.98 ***of 5***

Goals and Objectives for next Performance (if not stated in Comments above):

Evaluator's Signature: Don Brunot **Date:** 2-4-2020

COCOA, FLORIDA

City Manager Performance Evaluation

City Manager's Name:	John A. Titkanich, Jr., AICP, ICMA-CM
Mayor/Council Member Name:	**Council Member Lorraine Koss**
Evaluation Period:	November 2018 to December 2019
Evaluation Due Date:	Friday, February 14, 2020

Evaluation Instructions:

This form shall be completed by each member of City Council to evaluate the City Manager's performance in each of the areas noted below. Each member of City Council shall sign at the end of the form and forward it to the Human Resources Director. Performance levels can be noted based on the following scale:

5 – EXCELLENT:	The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
4 – ABOVE AVERAGE:	The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
3 – SATISFACTORY:	The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance.
2 – FAIR:	The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
1 – UNSATISFACTORY:	The incumbent frequently fails to meet minimum performance expectations.

Timeline:

January 22, 2020	• City Manager distributes the City Manager's performance evaluation form.
February 14, 2020	• Deadline for completion of the performance evaluation form • City Council members are encouraged to meet with the City Manager to individually discuss their evaluation.
February 26, 2020 (City Council Regularly Scheduled Meeting)	• The compilation of the manager's evaluation are presented to City Council.

COCOA, FLORIDA

City Manager Performance Evaluation

Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	4 of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.	4 of 5
c. Anticipates problems and develops effective approaches for solving them.	3 of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	3 of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.	3 of 5
Total Rating for this Performance Dimension:	17 of 25 ✓
Comments:	

2. Council Relations	Rating:
a. Carries out directives of City Council as a whole rather than those of any one Council member.	3 of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Council members.	3 of 5
c. Assists City Council by resolving problems at the administrative level to avoid unnecessary Council action.	3 of 5
d. Assists City Council in establishing policy while acknowledging the ultimate authority of City Council.	4 of 5
e. Is willing to try new ideas proposed by Council members.	3 of 5
Total Rating for this Performance Dimension:	17 of 25
Comments:	(14)

COCOA, FLORIDA

City Manager Performance Evaluation

3. Citizen and Public Relations	Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	3 of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	4 of 5
c. Demonstrates a dedication to service to the community and its citizens.	3 of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	3 of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	4 of 5
Total Rating for this Performance Dimension:	17 of 25 ✓
Comments:	

4. Policy Execution	Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.	4 of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by City Council.	3 of 5
c. Implements Council actions in accordance with the intent of City Council.	3 of 5
d. Supports the actions of City Council after a decision has been reached, both inside and outside the organization.	4 of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Council policies.	3 of 5
Total Rating for this Performance Dimension:	17 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

5. Intergovernmental Relations	Rating:
a. Promotes a positive working relationship with other governmental entities.	3 of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	3 of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.	4 of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	4 of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	3 of 5
Total Rating for this Performance Dimension:	12 of 25 ✓
Comments:	

6. Staffing and Management	Rating:
a. Recruits and retains competent personnel for City positions.	3 of 5
b. Is aware of staff weaknesses and works to improve their performance.	3 of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	3 of 5
d. Stays accurately informed and concerned about employee relations.	3 of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	3 of 5
Total Rating for this Performance Dimension:	15 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

7. Fiscal Management	Rating:
a. Prepares a balanced budget to provide services at a level directed by City Council.	4 of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.	4 of 5
c. Prepares the budget in an intelligent but readable format.	4 of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	4 of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	5 of 5
Total Rating for this Performance Dimension:	21 of 25 ✓
Comments:	

8. Planning and Organizational Development	Rating:
a. Works with City Council, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.	3 of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.	3 of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.	3 of 5
d. Has a capacity for and encourages innovation.	4 of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	3 of 5
Total Rating for this Performance Dimension:	16 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

9. Leadership and Decision-Making	Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	3 of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	4 of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	2 of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	4 of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	3 of 5
Total Rating for this Performance Dimension:	16 of 25 ✓
Comments:	

10. Individual Characteristics	Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	5 of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	3 of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	4 of 5
d. Has the capacity to listen to others and to recognize their interests.	4 of 5
e. Avoids political positions, partisanship, and unnecessary controversy.	3 of 5
Total Rating for this Performance Dimension:	19 of 25 ✓
Comments:	

COCOA, FLORIDA

City Manager Performance Evaluation

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	17	of 25
2. Council Relations	16 17	of 25
3. Citizen and Public Relations	17	of 25
4. Policy Execution	17	of 25
5. Intergovernmental Relations	17	of 25
6. Staffing and Management	15	of 25
7. Fiscal Management	21	of 25
8. Planning and Organizational Development	16	of 25
9. Leadership and Decision-Making	16	of 25
10. Individual Characteristics	19	of 25

(171) 172

Total Score: 172 of 250

Divide by 50 (total number of metrics) 3.42 3.44

Total Average Rating: 3.44 ***of 5***

Goals and Objectives for next Performance (if not stated in Comments above):

Evaluator's Signature: _____ **Date:** 2/18/20

COCOA, FLORIDA

City Manager Performance Self-Evaluation

City Manager's Name:	John A. Titkanich, Jr., AICP, ICMA-CM (Self-Evaluation)
Evaluation Period:	November 2018 to December 2019
Evaluation Due Date:	Friday, February 14, 2020

Evaluation Instructions:

This form shall be completed by each member of City Council to evaluate the City Manager's performance in each of the areas noted below. Each member of City Council shall sign at the end of the form and forward it to the Human Resources Director. Performance levels can be noted based on the following scale:

5 – EXCELLENT:	The incumbent consistently demonstrates performance at a very high standard that significantly surpasses reasonable expectations.
4 – ABOVE AVERAGE:	The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.
3 – SATISFACTORY:	The incumbent consistently meets reasonable performance expectations. The individual demonstrates an acceptable degree of competence and performance.
2 – FAIR:	The incumbent achieves the minimum of performance expectations. The individual requires development in specific areas in order to meet reasonable expectations of performance.
1 – UNSATISFACTORY:	The incumbent frequently fails to meet minimum performance expectations.

Timeline:

January 22, 2020	• City Manager distributes the City Manager's performance evaluation form.
February 14, 2020	• Deadline for completion of the performance evaluation form • City Council members are encouraged to meet with the City Manager to individually discuss their evaluation.
February 26, 2020 (City Council Regularly Scheduled Meeting)	• The compilation of the manager's evaluation are presented to City Council.

COCOA, FLORIDA

City Manager Performance Self-Evaluation

Performance Dimensions:

1. Professional Skills and Expertise	Rating:
a. Is knowledgeable of current developments affecting the management field and affecting local governments.	5 of 5
b. Regularly provides accurate, comprehensive reports concerning matters of importance to the organization.	3 of 5
c. Anticipates problems and develops effective approaches for solving them.	4 of 5
d. Offers workable alternatives when changes in the law render the administration of an ordinance or policy impractical.	4 of 5
e. Sets a professional example by handling the affairs of the organization in a fair and impartial manner.	5 of 5
Total Rating for this Performance Dimension:	21 of 25
Comments:	Develop (w/ Dept. Directors) Monthly Report City Council / Community

2. Council Relations	Rating:
a. Carries out directives of City Council as a whole rather than those of any one Council member.	5 of 5
b. In responding the requests for information, provides complete, accurate, and timely information equally to all Council members.	4 of 5
c. Assists City Council by resolving problems at the administrative level to avoid unnecessary Council action.	4 of 5
d. Assists City Council in establishing policy while acknowledging the ultimate authority of City Council.	4 of 5
e. Is willing to try new ideas proposed by Council members.	4 of 5
Total Rating for this Performance Dimension:	21 of 25
Comments:	Continue to support individually + collectively City Council - Consensus based direction and staff/admin implementation

COCOA, FLORIDA

City Manager Performance Self-Evaluation

3. Citizen and Public Relations	Rating:
a. Effectively conveys to the public that the organization delivers services in a cost-effective manner without sacrificing quality and customer focus.	4 of 5
b. Is willing to meet with members of the community and is responsive to their concerns.	4 of 5
c. Demonstrates a dedication to service to the community and its citizens.	5 of 5
d. Expresses information orally in a clear and concise manner when making public presentations.	4 of 5
e. Is skillful with the news media, proactively providing information that is important to the public.	4 of 5
Total Rating for this Performance Dimension:	21 of 25
Comments: Implementation of Citizen's Academy - Youth Council developed. Increased distribution of FYI, continue to maximize communication via all outlets, develop Citizen Engagement Plan	

4. Policy Execution	Rating:
a. Understands, supports, and enforces the organization's ordinances, policies, and procedures.	5 of 5
b. Clearly identifies and communicates expectations to the organization regarding the implementation of policies enacted by City Council.	4 of 5
c. Implements Council actions in accordance with the intent of City Council.	4 of 5
d. Supports the actions of City Council after a decision has been reached, both inside and outside the organization.	5 of 5
e. Helps internal and external stakeholders to achieve common objectives within the parameters of established Council policies.	4 of 5
Total Rating for this Performance Dimension:	22 of 25
Comments: Collaborate and work w/ appropriate stakeholders and staff to ensure City Council vision, goals & objectives are known (internally & externally). Indirectly one just directs but from the management/supervisor levels and employees.	

COCOA, FLORIDA

City Manager Performance Self-Evaluation

5. Intergovernmental Relations	Rating:
a. Promotes a positive working relationship with other governmental entities.	4 of 5
b. Engages with other local, regional, state, and federal agencies to accomplish local initiatives.	4 of 5
c. Positively and effectively represents the organization and its interests when working with other governmental agencies.	5 of 5
d. Maintains awareness of laws and other issues affecting other governmental agencies which may affect the organization.	5 of 5
e. Is willing to share resources or information with other governmental agencies as appropriate.	4 of 5
Total Rating for this Performance Dimension:	22 of 25
Comments: Continue advocacy of issues affecting City of Cocoa and priorities identified by City Council - both at state and local level. Coordinate w federal lobbyist as comments on federal issues	

6. Staffing and Management	Rating:
a. Recruits and retains competent personnel for City positions.	4 of 5
b. Is aware of staff weaknesses and works to improve their performance.	4 of 5
c. Promotes training and development opportunities for employees at all levels of the organization.	3 of 5
d. Stays accurately informed and concerned about employee relations.	3 of 5
e. Is able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.	4 of 5
Total Rating for this Performance Dimension:	18 of 25
Comments: Continue to improve and expand professional development - not just directors, but managers (and supervisors). Recruitment - continue to expand efforts and work toward attracting diverse pool of applicants and increase efforts to have workforce more representative of city. Continue to maintain positive relations w/ CB units.	

COCOA, FLORIDA

City Manager Performance Self-Evaluation

7. Fiscal Management	Rating:
a. Prepares a balanced budget to provide services at a level directed by City Council.	5 of 5
b. Ensures that the budget meets the operational needs of the organization and makes the best possible use of available funds.	5 of 5
c. Prepares the budget in an intelligent but readable format.	5 of 5
d. Submits the proposed budget in a timely manner that allows for an appropriate review period.	5 of 5
e. Appropriately monitors and manages the fiscal activities of the organization throughout the fiscal year.	5 of 5
Total Rating for this Performance Dimension:	25 of 25
Comments: Continue to provide transparency opportunities for public engagement. Continued to review and identify policies/procedures to streamline process while maintaining internal controls.	

8. Planning and Organizational Development	Rating:
a. Works with City Council, community leaders, and other stakeholders to develop a clear vision, mission, values, and objectives for the organization.	4 of 5
b. Effectively prioritizes goals and objectives in order to ensure that the organization is doing "first things first" in support of its strategic plan.	4 of 5
c. Maintains a healthy and productive organizational culture focused on customer service and responsible stewardship of the organization's resources.	3 of 5
d. Has a capacity for and encourages innovation.	4 of 5
e. Reviews ordinances, policies, and procedures periodically to suggest improvements.	4 of 5
Total Rating for this Performance Dimension:	18 of 25
Comments: Strategic Plan update, community survey and Community workshops to develop/refine/revise strategic plan ... direction and validation of vision of where the City will focus its efforts and resources over next 3-5 years.	

COCOA, FLORIDA

City Manager Performance Self-Evaluation

9. Leadership and Decision-Making	Rating:
a. Leads the organization by example in adhering to its established policies, rules, and procedures, and ensures that subordinates do the same.	4 of 5
b. Acknowledges the efforts of others and gives appropriate credit for their accomplishments.	5 of 5
c. Is effective at building consensus among stakeholders on new or unpopular policies or initiatives.	3 of 5
d. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources.	4 of 5
e. Is able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain.	4 of 5
Total Rating for this Performance Dimension:	20 of 25
Comments: Work on consensus build, collaboration and facilitation skills to ensure all of Cocoa citizen's are represented. Ensure education and awareness of programs/initiatives; seek to lessen controversial items Continue staff's position

10. Individual Characteristics	Rating:
a. Consistently acts with professionalism and courtesy, including prompt attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments.	4 of 5
b. Ensures that all business conducted by the organization is free of conflicts of interest or practices that might be construed as illegal, unethical, or unprofessional.	5 of 5
c. Is energetic, cooperative, and willing to spend whatever time is necessary to do a good job.	5 of 5
d. Has the capacity to listen to others and to recognize their interests.	4 of 5
e. Avoids political positions, partisanship, and unnecessary controversy.	5 of 5
Total Rating for this Performance Dimension:	23 of 25
Comments: Continue personal/professional development be more attuned to listen and not so quick to respond with data, facts but may lead to perception of dismissing concerns of Council and citizens. Even though a citizen's assertion may be wrong attune my ability to acknowledge concerns and let them know they've been sincerely heard and are respected.

COCOA, FLORIDA

City Manager Performance Self-Evaluation

Summary:

Performance Dimension:	Overall Rating:	
1. Professional Skills and Expertise	21	of 25
2. Council Relations	21	of 25
3. Citizen and Public Relations	21	of 25
4. Policy Execution	22	of 25
5. Intergovernmental Relations	22	of 25
6. Staffing and Management	18	of 25
7. Fiscal Management	25	of 25
8. Planning and Organizational Development	18	of 25
9. Leadership and Decision-Making	20	of 25
10. Individual Characteristics	23	of 25

Total Score: 211 of 250

Divide by 50 (total number of metrics)

Total Average Rating: 4.22 ***of 5***

Goals and Objectives for next Performance (if not stated in Comments above):

Police Chief Recruitment process; Resiliency and Sustainability Plan, Capital Project Execution, CRD Strategic Plan implementation, OS/Parks Master Plan, focus on redevelopment/economic development, keeping City on fiscally sustainable path, and improve communication skills - specifically conflict resolution and facilitation skills. More performance mgmt forward - data driven decisions (information/data shows - assures City Council is ~~Council~~ informed).

Evaluator's Signature: _____ **Date:** _____