City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, February 9, 2016

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 16-25 Approve the Agenda for the Regular meeting of February 9, 2016, as presented or with amendments.

Attachments: 02-09-16.pdf

MINUTES:

II.2 16-24 Approve the Minutes for the Regular meeting of January 12, 2016, as written or with amendments.

Attachments: Minutes 01-12-16.pdf

EXHIBIT A: WASTE MANAGEMENT PRESENTATION.pdf

EXHIBIT B-Notes provided by Brad Whitmore.pdf

III. AWARDS AND PRESENTATIONS:

III.1 16-30 Proclamation: Proclaiming the month of February 2016 as Black History Month. (City Manager)

Attachments: Black History Month-Feb.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-28 Approve award of the Riverfront Park Sod and Drainage Improvements (SW16RD) Bid # B-16-04-COC to All Terrain Tractor Service Inc. which was the lowest qualified bidder; approve a Resolution to amend the FY 2016 budget; and approve a Resolution to authorize the City Manager to approve any change orders necessary up to 5 percent (5%) of the contract amount ($ 8141.05). (Public Works Director)

Attachments: Bid Form
Bid Tabulation
Resolution No. 2016-11 (amending budget).pdf
Budget Amendment Form.pdf
Resolution No. 2016-12 (contingency).pdf

V.2 16-29 To Approve Task Order 2016-1 with CH2M Hill Engineers, Inc. to Provide Conceptual Design and Definition Requirements for RFQ 15-24-COC, Dyal Chemical Conversion and Reliability Improvements, Project WS1404. (Utilities Director)

Attachments: Task Order Form - T.O. 2016-1.pdf
T.O. 2016-1 Proposal.pdf
Fee Breakdown CCRIP Conceptual Design.pdf
1_26_16 Agreement for Engineering Services for Design Permmitting and Servi

V.3 16-32 Approve the Interlocal Agreement between the City of Cocoa (City) and the Cocoa Community Redevelopment Agency (CRA) for the Florida Avenue Streetscape Project. (Community Services Director)

Attachments: Cocoa RDA Florida Avenue Contribution Agreement.pdf

V.4 16-34 To Approve Task Order 2016-72 with CH2M Hill Engineers, Inc. for SCADA Surface Water Automated Reporting in Support of Continuing Development of the Wonderware Archestra SCADA System, Project No. WS1117. (Utilities Director)

Attachments: TO-UT-CH2M-2016-72 (1-27-16) $72556.92.pdf
Cocoa SCADA Surface Water Reports SOW 012616 (2).pdf

VI. PUBLIC HEARINGS:

VI.1 16-27 Conduct a Public Hearing to amend the FY 2015-2016 CDBG Action Plan to add the Section 108 Loan Guarantee Program in accordance with the City's CDBG Citizen Participation Plan. (Community Services Director)

Attachments: Legal Ad for Public Hearing 2-9-16 001.pdf

VI.2 16-31 Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2016-2017 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for April 26, 2016. (Community Services Director)

Attachments: Legal Ad Notice of Public Hearing FY 2016_2017 CDBG and HOME funding.pd

VII. COUNCIL BUSINESS:

VII.1 15-623 Council Direction for Collection of Solid waste and Recycling Materials Contract with Waste Management. (Public Works Director)

Attachments: Annual 15 Review Report.doc

VII.2 16-37 Approve the revised and updated Community Services Department Housing Program Policies and Procedures as required by the 2013 HOME Final Rule and in accordance with the proposed draft of the SFY2016-2019 SHIP Local Housing Assistance Plan. (Community Services Director)

Attachments: Housing Policies and Procedures 2-9-2016.doc

VIII. CITY BUSINESS:

VIII.1 15-570 Council approval of a Resolution amending the FY2016 Budget, using $27,029.00 from Restricted Fund Balance Reserves, to the Police Confiscated Operating Account to trade/purchase firearms and duty gear. (Police Chief)

Attachments:
- Resolution No. 2016-10.pdf
- Budget Amendment form.pdf
- Sig Sauer, Safariland, & Streamlight Quote 1
- Sig Sauer Sole Source Letter
- Safariland 573 Quote 3
- Safariland 6360 High Gloss Quote 2
- Safariland 6360 High Gloss Quote 3
- Safariland 6360 Quote 2
- Safariland 6360 Quote 3
- Safariland 6378 Quote 2
- Safariland 6378 Quote 3
- Safariland Quick Kit 4-2 Quote 2
- Safariland Quick Kit 4-2 Quote 3
- Silencer Quote 2
- Silencer Quote 3
- Streamlight Quote 2
- Streamlight Quote 3
- Safariland 77 High Gloss Quote 2
- Safariland 77 High Gloss Quote 3
- Safariland 77 Quote 2
- Safariland 77 Quote 3
- Safariland 573 Quote 2

VIII.2 15-601 Approval of the Clearlake Isles Preliminary Subdivision and Final Plat with conditions. (Community Services Director)

Attachments:
- Legal Description affidavit.pdf
- Clearlake Isles Final Plat Rev 2-2-16.pdf
- US1 RDA Declaration of Easement 2-3-16.doc
- Site Location Map.pdf

VIII.3 16-26 Accept an Easement from Bellsouth Telecommunications, LLC (AT&T) and to Authorize the related payment to permit the City to utilize AT&T property for Stormwater Treatment. (Public Works Director)

Attachments:
- ATT Factory St Easement Agmt.pdf
- BAF-PW-3570-Factory St. Easement ATT (2-9-16) 16-026.pdf

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 16-15 Cocoa Police Department District Events for Council Information. (Chief of Police)

Attachments: December Council Report by District .pdf

November 2015 Council Report by District .pdf

IX.2 16-33 New local business tax receipts. (Community Services Director)

Attachments: 2-9-16 New local business tax receipts.pdf

IX.3 16-35 Monthly Incident Fire Report Summary. (Fire Chief)

Attachments: December 2015.pdf

IX.4 16-38 2015 Year End Fire Department Summary Report. (Fire Chief)

Attachments: 2015 Summary Report.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

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

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

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

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

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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 #:	16-25	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	1/20/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of February 9, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	02-09-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 20, 2016
Agenda Date: February 9, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of February 9, 2016, 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 February 9, 2016, as presented or with amendments..

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: February 9, 2016	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of February 9, 2016 (16-25)
2. Minutes: Regular Meeting of January 12, 2016 (16-24)

III. AWARDS AND PRESENTATIONS:

1. Proclamation: Proclaiming the month of February, 2016, as Black History Month. (16-30). (City Manager)

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

1. Approve the award of the Riverfront Park Sod and Drainage Improvements (SW16RD) Bid # B-16-04-COC to All Terrain Tractor Service, Inc. which was the lowest qualified bidder; approve a Resolution to amend the FY 2016 budget; and to approve a Resolution authorizing the City Manager to approve any change orders necessary up to 5 percent (5%) of the contract amount ($8,141.05). (16-28). (Public Works Director)

2. Approve Task Order 2016-1 with CH2M Hill Engineers, Inc. to provide Conceptual Design and Definition Requirements for RFQ 15-24-COC, Dyal Chemical Conversion and Reliability Improvements, Project WS1404. (16-29). (Utilities Director)

3. Approve the Interlocal Agreement between the City of Cocoa (City) and the Cocoa Community Redevelopment Agency (CRA) for the Florida Avenue Streetscape Project. (16-32). (Community Services Director)

4. Approve Task Order 2016-72 with CH2M Hill Engineers, Inc. for SCADA Surface Water Automated Reporting in support of Continuing Development of the Wonderware Archestra SCADA System, Project No. WS1117. (16-34). (Utilities Director)

VI. PUBLIC HEARINGS:

1. Public Hearing to Amend the FY 2015-2016 CDBG Action Plan to add Section 108 Loan Guarantee Program in accordance with the City's CDBG Citizen Participation Plan. (16-27). (Community Services Director)

2. Public Hearing to obtain citizen input and comments on Housing and Community Development needs; approve recommendations on FY2016-2017 CDBG and HOME Program funding; and provide Notice to Solicit Public Comment and Notice of Final Public Hearing scheduled for April 26, 2016. (16-31). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Council direction for Collection of Solid Waste and Recycling Materials Contract with Waste Management. (15-623). (Public Works Director)

2. Approve the revised and updated Community Services Department Housing Program Policies and Procedures as required by the 2013 HOME Final Rule and in accordance with the proposed draft of the SFY2016-2019 SHIP Local Housing Assistance Plan. (16-37). (Community Services Director)

VIII. CITY BUSINESS:

1. Approve a Resolution amending the FY 2016 budget to transfer $27,029.00 from the Restricted Fund Balance Reserves, to the Police Confiscated Operating Account to trade/purchase firearms and duty gear. (15-570). (Chief of Police)

2. Approval of the Clearlake Isles Preliminary Subdivision and Final Plat with conditions. (15-601). (Community Services Director)

3. Accept an Easement from Bellsouth Communications, LLC (AT&T) and to authorize the related payment to permit the City to utilize AT&T property for Stormwater Treatment. (16-26). (Public Works Director)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cocoa Police Department District Events for Council information. (16-15). (Chief of Police)

2. New Local Business Tax Receipts. (16-33). (Community Services Director)

3. Monthly Incident Fire Report summary. (16-35). (Fire Chief)

4. 2015 Year End Fire Department Summary Report. (16-38). (Fire Chief)

X. REPORTS:

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

XI. ADJOURNMENT.

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Legislation Details (With Text)

File #:	16-24	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	1/20/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	Approve the Minutes for the Regular meeting of January 12, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes 01-12-16.pdf EXHIBIT A: WASTE MANAGEMENT PRESENTATION.pdf EXHIBIT B-Notes provided by Brad Whitmore.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 20, 2016
Agenda Date: February 9, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of January 12, 2016, 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 Regular meeting of January 12, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

January 12, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, January 12, 2016, in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:03 p.m.

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

The City Clerk took the roll:

PRESENT:	Henry U. Parrish III	Mayor
	Michael C. Blake	Councilman
	Tyler Furbish	Councilman
	Brenda Warner	Councilwoman
	Anthony Garganese	City Attorney
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Don Boisvert	Deputy Mayor

STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Teri Butler, Finance Director; Michael Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Tammy Gemmati, Administrative Services Director; Steve Belden, Community Services Director; Ed Wegerif, Public Works Director; Tony Jones, Fleet Manager; Jonathan Lamm, Deputy Fire Chief; and Chris Perry, Desktop Support Technician.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of January 12, 2016 (15-614)
2. Minutes: Regular Meeting of December 8, 2015 (15-615)

* **MOTION by Councilwoman Warner; Seconded by Councilman Furbish, to approve the Agenda for the regular meeting of January 12, 2016 as presented and the Minutes for the regular meeting of December 8, 2015 as written.**

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

Ed Lanni, 939 Indian River Drive, spoke about the passing of Mayor Parrish's father and expressed his appreciation for the police department. The traffic control was outstanding.

Pastor Oliver W. Wells, Central Brevard Ministerial Coalition, encouraged Council and all in the room to be a part of the MLK festivities on January 18th. The march would begin at 2 pm and will go from Varr Avenue east to the entrance of Riverfront Park. The celebration begins at 3 pm at Riverfront Park. Lastly, he invited all to come to Zion Orthodox Primitive Baptist Church, 715 Fiske Blvd., on Sunday, January 17th at 6 pm to hear a great message by Rashad Wilson.

Lawrence Sinclair, 1052 Mitchell St., Cocoa, spoke about the camera issue in the community and noted that the next installation will be in areas that will not publicly be known. There will be two more installations between tomorrow and Thursday. In addition, there were specific drug houses in Broadmoor Acres that needed to be dealt with. He thanked Mr. Fuhrer for working with Ms. Green and acknowledged Mr. Wegerif for signage being fixed. The neighborhood was slowly being cleaned up.

Mayor Parrish advised that some of the reisdents of College Green had contacted him about doing what Broadmoor Acres was doing. Mr. Sinclair stated

he was not sure Night Owl could make the same commitments to them but would give them tremendous discounts.

Janne Etz, 216 Brevard Avenue, Cocoa, and representing HCVA, expressed her excitement for being the newly elected president for HCVA for the third time. She spoke about the continuation of events, pointing out that this week they had Saturday on the Square, and on Saturday, February 13th would be Sip and Stroll. The events would pick up after that. Lastly, she advised that their office would be moving to the corner suite in Orange Street Tower, and would continue the tradition of having at least one member of HCVA at every meeting to communicate with Council.

Allan Chapman, 12 Stone Street, Cocoa, and Executive Director of HCVA, commended the City Manager and staff of the success of the Economic Development Breakfast. He thought the speaker was fantastic and the afternoon seminar was well thought out and fun. Lastly, he reminded all about Saturday on the Square and invited all to come out.

Councilman Furbish pointed out that one thing the speaker talked about at the seminar was something that Mr. Chapman and himself had been thinking about for some time. It would be a trial street closure in the City, possibly Harrison St., Delannoy Ave., and Brevard Ave. on Wednesdays and call it “Market Day”. This would encourage more pedestrian traffic and possibly expand the market. HCVA was also working on an initiative to expand dog friendliness in the city.

Jeremy Phelps, 111 Peachtree St., Cocoa, and representing Cocoa Village Playhouse, advised that they had been busy since January 2nd with the production of “Nunsense”. They will begin rehearsals for CATS very soon and that will open January 29th and run through February 14th. They were hoping to sell out and add a few shows. In February, auditions for “Sugar” will begin and February 16th would be Epicurean Delight, which would entail a series of food related events. In closing he mentioned that they were looking forward to a great year.

V. CONSENT AGENDA:

1. Authorize the City Manager to sign Amendment #1 to Task Order 2014 (Change Order No. 1 to P.O. 67460) with Quentin L. Hampton Associates, Inc. for Additional Services during Construction (SDC) for the Industrial Park Pump Station Improvements, Project No. WS100. (15-600). (Utilities Director)

2. Approval of Task Order #2016-16 with Architects Design Group for the Scope of Services for the Design-Build Project delivery of Fire Station #2 (CP16F2); Approve a Resolution authorizing the City Manager to approve change orders in an amount not to exceed 5% of the total cost of the purchase order. (15-608). (Public Works Director)

3. Approve the FY 2015-2016 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $50,975.14. (15-609). (Community Services Director)

4. Council approval to apply for the Assistance to Firefighters Grant (AFG) to acquire a diesel exhaust capture system for 6 Cocoa Fire Department vehicles, funds to refurbish the existing exhaust capturing units, and the purchase of hazardous materials gas metering devices to be used at incidents. (15-625). (Fire Chief)

5. Approve a Resolution amending the FY 2016 budget for Council approval to accept the award of the Brevard County EMS grant, Project No. FD16VM, in the amount of $14,200 and give the City Manager the authority to execute the requirements under the grant. (15-626). (Fire Chief)

* **MOTION by Councilman Blake; Seconded by Councilman Warner, to approve the Consent Agenda.**

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Consider a Code Enforcement Lien Reduction in the amount of $500 for the property located at 1052 Mitchell Street, CE 09-229, owner Lawrence Sinclair. (15-612). (Community Services Director)

Mr. Belden presented the item stating that the owner, Lawrence W. Sinclair was requesting a code enforcement lien to be forgiven for the property located at 1052 Mitchell St.

He provided background on the item, noting that at the Code Enforcement Board public hearing held on May 21, 2009 the board found the owner, Richard Lee Brown in violation of the following: 1) Section 6-900 (b)(12) Unfinished Structure and 2) Section 6, Article I, Section 6-105 (a), Building Permits.

The Board provided the owner sufficient time to correct the said violations, and consistent with the Code Enforcement Board's order a lien was recorded against the property effective July 6, 2009. The lien ran at $100 per day from July 6, 2009 until compliance was achieved on October 26, 2009. The lien is $11,200 and the current owner is requesting that the lien be forgiven.

At the Code Enforcement Board's regular meeting that was held on November 19, 2015, they unanimously recommended that the lien be reduced to $500, and staff agrees with their decision.

Lawrence Sinclair, 1052 Mitchell Street, and current owner of the property spoke in regards to the application. He noted he does not try to get out of something for nothing. He provided history on the property and felt that the responsibility should be with the person who created it not the person who currently had the property. He mentioned that he pulled all of the permits on the property and has paid for all of the work himself. He was asking that Council hold the individual responsible, not him, as he would have 30 days to come up with $500 and he lives on a very tight income.

Councilwoman Warner advised that they normally take staff's recommendation but in this case she is recommending that the whole lien be forgiven. Mr. Sinclair has done more than $500 worth of work to the home, along with all that he has done to improve Broadmoor Acres.

* **MOTION by Councilwoman Warner to forgive the total amount of the lien.**

Discussion was held on the motion.

Mayor Parrish agreed and pointed out that no one else has done what he had done in their neighborhoods. He felt it has probably increased property values and knew that it had helped everyone.

Councilman Furbish asked Councilwoman Warner if she was at the Code Board meeting when this was being discussed. In response, she answered no, she

was out of town, but from talking to board members they were unaware of everything that Mr. Sinclair had done for the neighborhood.

Mr. Sinclair advised that he did not embellish on anything that he had done to the property at the Code Board meeting.

Councilman Blake asked the City Attorney's opinion on the situation.

City Attorney Garganese stated that Council has the discretion to approve the reduction or the forgiveness of liens pursuant to law. However, he asked staff to clarify the lien since it was not included in the agenda packet. He asked if the lien was filed against the violator and any real or personal property owned by the violator, and if it was a standard code lien. Mr. Belden answered in the affirmative.

In that case, the City Attorney advised that Council could reduce Mr. Sinclair's property, but keep the lien against the violator and any real personal property that they own.

Councilwoman Warner modified her motion. The Final Motion was:

* **MOTION by Councilwoman Warner; Seconded by Councilman Furbish, to do a Partial Release on the lien and forgive the lien against Mr. Sinclair and 1052 Mitchell Street, and keep the lien against the previous owner and violator.**

City Manager Titkanich clarified that with the Partial Release, Mr. Sinclair's property would be released but the actual amount owed remained, with no reduction against the prior owner and any real or tangible property that he owned. City Attorney Garganese responded in the affirmative.

Mr. Sinclair thanked Council and agreed that the owner should be held responsible.

Councilman Blake asked the City Attorney if this was a precadent that Council could set. In response, the City Attorney stated you can always do a partial release but most cases seem to have a twist and should be investigated closely.

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UANIMOUSLY (4-0)

2. Consider a Code Enforcement Lien Reduction in the amount of $1,700 for the property located at 415 Churchill Drive, CE 15-502, owner Andreasen & Kopensky LLC. (15-613). (Community Services Director)

Mr. Belden presented the item stating that the owner, Andreasen & Kopensky LLC was requesting a code enforcement lien to be forgiven for the property located at 415 Churchill Drive.

He provided background on the item, noting that at a Code Enforcement Board public hearing held on May 23, 2015, the board found the owner, Fountain Property Management, Inc. in violation of the following: 1) Section 6-1002(a), Swimming Pools and 2) Section 6-1001(g), Accessory Structures.

The Board provided the owner sufficient time to correct the said violations, and consistent with the Code Enforcement Board's order a lien was recorded against the property effective May 23, 2015. The lien ran at $250 per day from May 23, 2015 until compliance was achieved on July 30, 2015. The lien is $17,000 and the current owner is requesting that the lien be forgiven.

At the Code Enforcement Board's regular meeting that was held on November 19, 2015, they unanimously recommended that the lien be reduced to $1,700 and staff agrees with their decision.

* **MOTION by Councilman Blake, to go with staff's recommendation.**

Jerome Kopensky, 415 Churchill Drive, Cocoa, provided Council with more information to be considered. He stated that he acquired the property in April 2015 and May 5th the papers were filed with the Clerk of Court. May 18th the liens were filed from the City. The Notice of Violation was sent to the prior owner so he was not aware of the violations until the owner reached out to him. At the time, the house was vacant and he tried to resolve the issue. He noted that the violation was for a gate lock on a fence that did not lock correctly. Mr. Kopensky advised that he got the violations up to code as quickly as he could and presented the information the Code Board at their meeting last month.

Mr. Belden agreed that the applicant was correct in that they notified the prior owner. However, the property was posted as legally required and proper procedure was followed.

City Manager Titkanich pointed out that there were photos of the posting, so they were part of the record.

Councilwoman Warner asked what method was used to identify the property owner. In response, Mr. Belden noted that they used the property appraiser's website, however, sometimes there was a lag.

Councilwoman Warner felt that that could be an issue if the property appraiser's site was not updated.

Further discussion was held on the posting of the violation, and Mr. Belden pointed out that workers were present at the house when the orange placard was posted.

Councilman Blake reiterated his motion.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to accept staff's recommendation and reduce the Code Enforcement Lien to $1,700 for the property located at 415 Churchill Drive, CE 15-502.**

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Council direction for Collection and Solid Waste and Recycling Materials Contract with Waste Management. (15-623). (Public Works Director)

Mr. Wegerif spoke on behalf of this item and advised that that Council had requested information from staff. The current contract was set to expire on September 30, 2016. He presented three options for Council to consider:

1 - Renew the current contract at the existing rates and terms using the remaining renewal option available with the ultimate expiration date in September 2021.
2 - Renew the current contract with modifications to the terms, however with no extension of time past the available 5-year renewal term ending in September 2021.
3 - Decline the final Renewal option and advertise for bids and award prior to the expiration of the current contract in September 2016.

Staff advised that they did not recommend option #1, as the 18 gallon bins were obsolete. With Option #2, they could negotiate with WM to provide the 64 gallon

auto carts to replace the 18 gallon bins. Waste Management has also proposed there would be no additional costs, it would just extend the contract for five years. In Option #3, Council could direct staff to solicit bids; however, they would recommend a consultant be engaged to help.

Dina Reider-Hicks, Public Affairs Manager with Waste Management provided a presentation[1] on Waste Management's system, trucks, GPS systems, and onboard computing systems.

She pointed out that Waste Management had invested in all of their programs to keep them current and spoke in detail about their Material Recovery Facility.

Ms. Reider-Hicks agreed that it was the right time for Cocoa residents to have larger recycling bins. A bin was brought into Chambers by Waste Management workers. She discussed rates for single resident homes, noting that Cocoa had a very competitive residential rate. Six services per week equated to .42 cents per service.

In closing, Ms. Reider-Hicks advised that many of Waste Management's employees were Cocoa residents. Waste Management was asking for Cocoa to renew the contract. She thanked everyone for their time.

Councilman Furbish clarified that all recyclables could be placed in one cart. Ms. Reider-Hicks responded in the affirmative and advised that all residents would be provided with information packets.

Mayor Parrish asked how many employees lived in Cocoa. Ms. Reider-Hicks stated that there were 10 that live in Cocoa. There were 130 total employees at Cocoa's facility.

Councilman Furbish pointed out that it takes everybody, just like anywhere else.

Councilman Blake mentioned that some have decals on their lids explaining the do's and do not's and asked if that was an option. Ms. Reider-Hicks replied yes, and advised that they were manufactured that way.

City Manager Titkanich asked about a sticker with the pickup days on it also. Ms. Reider-Hicks informed him that could be done also.

[1] EXHIBIT A: Presentation by Waste Management

Councilman Furbish questioned the time frame if they were given the green light. Ms. Reider-Hicks stated they were ready to order tomorrow morning, with a 2-3 month turn around, possibly April or May. She noted the carts were also available in alternate sizes in case someone needed a smaller size. A citizen could request otherwise.

Council thanked Waste Management for their presentation.

Mayor Parrish opened the meeting for public comment. The following spoke in regards to Waste Management:

- Merritt Cogswell, N. Indian River Drive, Cocoa, recommended that Council direct staff to go out for RFP for the garbage contract. He felt there was competition out there and it would be a win-win for both the citizens and the city.
- Platt Loftis with Waste Pro, pointed out information as it related to the presentation. He advised that the report was reviewed it equaled a C or C+, there were a number of complaints and issues with residents, and spoke about complaints that go through Council and staff. Waste Pro holds a superior rating with the Brevard contracts they had and they supported option #3.

Councilman Furbish asked what communities Waste Pro serviced. Mr. Loftis noted the three military bases, Cape Canaveral, Melbourne Beach, Palm Shores, and Grant-Valkaria.

- Tommy Kinworthy, 790 Wildbriar Road, NE, Apt. 105, is an employee of Waste Management and advised that he was proud to work for them. He expressed his appreciation for them and testified to the integrity of his co-workers and the company that he works for. Teamwork and customer service were reinforced daily.
- Bud Miller, 104 Riverside Drive, Cocoa, felt that going out for a bid should be considered.
- Ron Aldridge, President of Whitley Bay West Condos, could not believe that the contract had not been put out to bid in so long. In his line of work he strives to keep costs down, and was in favor of Option #3.
- Gilbert Bird, 611 S. Varr Avenue, Cocoa, believed if something was not broken, then do not fix it. Cocoa was rapidly growing and felt Waste Management had done a good job and suggested that Cocoa stay with Waste Management.

- Bob Hyres, 21 Riverside Drive #801, Cocoa, mentioned that he was one of the founders of Waste Pro and a current board member. There was no competition for many years, and that was why the City had been with the same company for so many years. He noted that since Waste Pro began 14 years ago, bids now occur and other cities are saving money. Waste Pro has excellent service and was the largest privately owned waste company in the southeast.
- George Galetko, Waste Management, clarified statements previously made in regards to Cocoa Beach's bid. Waste Pro was claiming that they were the cheapest and that was not true. He believed that there was no other hauler that would make the same financial commitment that Waste Management had made. He urged Council to look at all aspects of the costs.
- Mister Nelson, 204 Dryden Circle, Cocoa and a Waste Management employee, advised that he had been with the company for 19 years. He agreed that because Cocoa was growing so rapidly it was hard to keep up in the beginning. His team added another route in order to perform better and they have seen great improvement in the last two to three months.
- Lawrence Sinclair, 1052 Mitchell St., Cocoa, noted that the first time he had met Mr. Nelson and Ms. Reider-Hicks was as the District 1 Town Hall meeting. He stated that they always show up within 15 minutes of a call to pick up waste/furniture, etc. He acknowledged Raul Llama and mentioned that he should be "driver of the year" as he goes through Broadmoor Acres twice a week and nothing is ever left behind. He disagreed with anyone claiming that Waste Management was not doing their job.

There being no more speakers, Mayor Parrish turned the meeting back over to staff.

City Manager Titkanich reiterated Council's options.

Councilman Furbish felt it was a difficult decision, and knowing how many years Cocoa has had them and there were rarely any problems. If he has ever called it was fixed immediately. On the other hand, he agreed it was time to go out to bid to see if they could get a better price.

Councilwoman Warner's only concern was the fact that the City had not gone out to bid for 30 years and they need to do right by the citizens. She had no concern, however, with service as it had gotten better.

Councilman Blake's greatest concern was if someone does a wrong, give them the opportunity to make it right. He agreed that they should see what was out there after having been with the same company for 30 years. He pointed out that only four council members were present and asked if there was any way to postpone this until the fifth member could be present.

Councilman Blake advised that if it must be done tonight, he was ready, but preferred to wait.

City Manager Titkanich pointed out that while September 30th seemed far away, it was tomorrow. This would be a timely process.

Councilman Furbish agreed with Councilman Blake, noting what if the vote was 2/2. In addition, if it were to go out for bid, retaining a consultant would entail quite a bit of work for staff and there would be cost involved with that also.

Mayor Parrish noted that Waste Management had done a great job and every company has problems here and there. On the other hand, as the Mayor, he works for the citizens and he had received calls requesting they go out to bid. In all fairness to the citizens that was what he felt they should do.

Councilman Furbish mentioned that he did a count as far as emails, and 13 were for Waste Management and 6 were to go out for bid. Those did not include emails from Waste Management or Waste Pro.

* **MOTION by Councilwoman Warner, to accept staff's Option #3.**

THE MOTION DIED FOR A LACK OF A SECOND.

Councilman Blake reiterated his concern that Deputy Mayor Boisvert be in attendance. Councilwoman Warner noted that they were not sure when he would be back.

Councilman Blake felt it would be ample time and requested the item be heard at the first meeting in February.

* **MOTION by Councilman Blake; Seconded by Councilman Furbish, to table the item until the first meeting in February (February 9, 2016).**

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)[2]

VIII. CITY BUSINESS:

1. Approve Participation in a Cooperative Purchase Agreement with the County of Los Angeles California for Light Replacement Utilizing the U.S. Communities Contract No. MA-IS-1340234-4 with Graybar Electric Company Effective April 1, 2013 through March 31, 2016; To Approve a Resolution Amending the FY2016 Budget for Light Replacement. (15-603). (Utilities Director)

   Mr. Walsh presented the item and advised that WFO would be getting an upgrade to LED lighting.

* **MOTION by Councilman Blake; Seconded by Councilman Furbish, to approve the item.**

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve a Resolution and budget transfer for the purchase of three (3) utility trucks originally budgeted and approved in FY 2015. (15-611). (Public Works Director)

   Mr. Wegerif presented the item noting that this was for the purchase four large F series trucks for the water/sewer division. They were originally budgeted last year, however, they did not come in until this fiscal year.

* **MOTION by Councilman Furbish; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve a Resolution adjusting the FY 2016 budget to transfer funds from Contingency to cover the professional services related to an audit performed by the Florida Retirement System (FRS). (15-621). (Finance Director)

[2] Council took a recess at 7:43 p.m. and reconvened at 7:53 p.m.

Ms. Butler presented this item. In response to a question posed by Councilman Furbish, Ms. Butler advised that the services were necessary and the audit was done smoothly.

* **MOTION by Councilman Furbish; Seconded by Councilman Blake, to approve the item.**

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Ordinance No. 01-2016/ 1st reading: Amending Sec. 14-11 of the City Code related to mooring and docking of vessels at Riverfront Park. (15-622). (Community Services Director)

Mr. Garganese read the ordinance into the record by title only as follows:

ORDINANCE NO. 01-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, REGULATING CERTAIN ACTIVITIES AT RIVERFRONT PARK INCLUDING THE AREA OF SUBMERGED LANDS DEDICTED TO THE CITY OF COCOA BY THE STATE OF FLORIDA FOR MUNICIPAL PARK AND RECREATIONAL PURPOSES; AMENDING SECTION 14-11 OF THE CITY CODE RELATED TO MOORING AND DOCKING OF VESSELS AT RIVERFRONT PARK; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND A RETROACTIVE EFFECTIVE DATE.

Mr. Garganese advised that this was the first reading of the ordinance and was previously presented to Council with staff's intentions for the revamped ordinance.

Mr. Belden explained that this ordinance would replace Ordinance 01-2008 and discussed areas of the ordinance that were being revised. Some of the areas being addressed were:

- Providing tighter restrictions on the length of time boats can dock at designated locations.
- Providing designated docking locations for dinghy boats.
- Dinghy boats, owned by individuals residing on the live-aboards, occupy much of the dockage space and thereby make it difficult for other boating visitors to Cocoa Village to find dock space.

- Providing stricter enforcement of the docking and mooring regulations by the Police Department and Code Enforcement, and allowing vessels moored, occupied, maintained, or used in a manner contrary to the provisions of the proposed ordinance to be deemed unlawful and a public nuisance, and allowing the City to immediately commence any lawful action or proceeding to abate the violation, to include removal and impounding of the vessel in violation.
- Prohibit the docking or mooring of vessels that are deemed to be derelict or abandoned.
- Prohibit docking or mooring of any vessel in any waterway or park which is in such deteriorated condition that it is liable to cause injury to persons or cause damage to other vessels or property.
- Designates specific locations where boats over 16 feet in length shall be provided reserved dockage to prohibit dinghy boats from monopolizing the dock space.
- The ordinance also provides that any vessel moored, occupied, or used in a manner contrary to the provisions of the ordinance deemed to be unlawful and a public nuisance, and the city may immediately commence lawful proceeding to abate the violation.

Brad Whitmore, Cocoa citizen, provided input on the proposed ordinance[3]. He felt it was exciting and that it covered concerns that needed addressed that were a detriment to citizens. He thanked Mr. Belden for allowing him to voice his opinion and give input on the ordinance revision. He believed that Riverfront Park was a special place that should be used to draw citizens in for commerce, economic development, and tourism. He noted that as a member of HCVA he heard mixed reviews about the village and felt it was a shame.

Mr. Whitmore was more than happy to work with the city and expound on issues or to answer questions.

Councilman Blake thanked Mr. Whitmore for his commitment to the marina and coastal area. Councilman Blake's greatest concern were a few issues highlighted by Mr. Whitmore. He believed that the ordinance could be tweaked and amended as facilities changed in the future.

Mayor Parrish agreed that if the ordinance was passed tonight it could still be tweaked. City Manager Titkanich advised that it could be passed tonight and tweaked before coming back for second reading.

[3] EXHIBIT B: Ordinance No. 01-2016 notes provided by Brad Whimore

City Attorney Garganese appreciated the good comments and feedback and would like to address them with staff and Mr. Whitmore. He would like to possibly make changes between first and second reading and improve the ordinance.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve Ordinance No. 01-2016 on first reading.**

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Ordinance No. 02-2016/ 1st reading: Amending Chapter 2; Article XI, Special Events and Parades of the Code of Ordinances of the City of Cocoa. (15-624). (Community Services Director)

Mr. Garganese read the ordinance into the record, by title only as follows.

ORDINANCE NO. 02-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2, ARTICLE XI, RELATED TO STREET CLOSURES AT SPECIAL EVENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

He announced that this was the first reading for the ordinance.

Mr. Belden provided background to the ordinance pointing out that the main change was in regards to street closures in the city. Since the vast majority of events were held in the village, this ordinance would provide limitation of street closures in a calendar year and in the CBD of the City. Any outside street closure (outside of the CBD) would not count towards the limitation.

In addition, there was now an additional limitation on street closures in the CBD that are multi-day. They tend to place a higher degree of burden on the affected merchants, so it was being proposed to limit that to ten (10) per calendar year. The total street closures approved by City Council in a calendar year was being proposed to twenty (20), including the multi-day street closures.

Street closures with minimal impact and are located in the CBD would require the City Manager's approval as part of a Special Event Permit and would not have to be approved by City Council.

Councilman Furbish realized this was the first reading but did not like the fact of going from 24 to 20 closures or from 12 to 10. He felt they should be kept as is. The second problem, and this was no reflection as to who was in the job, but Council keeps giving up their authority to the City Manager. He believed that all closures should be approved by Council.

Mayor Parrish agreed that there were circumstances that did not constitute a full closure and could be approved administratively. Those would include the closures that did not interfere with the economic vitality of Cocoa Village. All major closures would require Council approval. Councilman Furbish felt that even minor closures should come back to Council for approval.

Nancy Elliot, 3406 Indian River Drive, Cocoa, was speaking on behalf of Emma. Emma suggested that they just approve a certain number of days within the ordinance and closures, not matter what type, each be considered a day. For instance, if Council chose 40 days, and one closure was a 2 day closure, it would make it 38 days left. They felt it would simplify things.

Street Closures needed to be redefined to be a closure that significantly impacted larger streets and businesses.

Councilman Blake's concerns were for the citizens and that this would benefit them. If the merchants disapproved, it would either be a large portion or small segment of them. He believed if there was an emergency then Council should trust the City Manager's decision, but otherwise all closures should come before Council.

Mayor Parrish agreed that they should continue to come before Council for approval.

Councilwoman Warner believed that they needed a better definition of what a street closure was. If the City manager had to come to Council anytime someone wanted to close a street for anything, he would be calling all of the time. She felt that the weekend/days section was confusing, and noted that the Craft Fair would count as two (2) closures to her. If there were events in the park that do not require a street closure, it would be 0, and someone wanting to have

a block party and close one street should not be included in the ordinance. She felt that that the ordinance could be passed on first reading but would need tweaking. Street Closures needed defined, and the number of days, but every day should count.

For clarification, Mr. Belden reiterated Council's request:

- There would be a maximum number of days where there could be a closure and each day would count as a closure. For example if 40 days was chosen and it was a three day event, three days would be deducted.
- If it was outside the CBD, the City Manager could approve the closure.

Both Councilwoman Warner and Councilman Furbish thought it would be easier math and would simplify the process.

* **MOTION by Councilwoman Warner; Seconded by Councilman Furbish, to approve Ordinance No. 02-2016 on first reading and have staff bring back changes.**

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

6. Approve the Memorandum of Understanding between the City of Cocoa and the Cocoa Community Redevelopment Agency for the future purchase of two (2) Brevard County Tax parcels (24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L. Jones Drive. (16-5). (Community Services Director)

City Manager Titkanich advised that he would like to present both Items VIII. 6 and VIII.7 together. He explained this is in regards to the City purchasing and conveying the property to the Cocoa Redevelopment Agency for redevelopment. He spoke about the properties, noting that there was one potential issue. About ½ acre of one of the parcels appeared to be in the jurisdiction of Rockledge. This would affect the MOU in that the Cocoa RDA can only expend funds in their redevelopment area. The MOU would have to be amended and re-presented to Cocoa RDA and Council.

He advised that all of the background work had been done and it would require a wet demolition due to the discovery of asbestos. There would be a further comprehensive site assessment in order to prep for development and set

conditions. While the appraisal came in at $600,000 the sellers were asking $800,000. He explained that the future land use could be higher density and compatible use with the water front master plan.

Furthermore, the challenging aspect of a mobile home park was the array of problems they pose and they were cash cows. He provided examples of what could go in the area, noting it could be both residential and commercial. The survey had been received that day and with the issue found today regarding the ½ acre parcel, the contract would require certain revisions but it would not impede the purchase or anything else.

Councilman Blake's greatest concern was to improve the cosmetic view of the area. It was an eyesore and everyone needed to think outside of the box to improve it both aesthetically and cosmetically.

* **MOTION by Councilman Blake; Seconded by Councilwoman Warner, to approve the Memorandum of Understanding and the Contract for the purchase of two (2) Brevard County Tax parcels (24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L. Jones Drive, for discussion.**

Councilwoman Warner clarified that the City Manager stated it could hold 121 units. She asked how many tiny houses that would be. In response, he stated 25 tiny houses. It would hold 25 units per acre.

Councilman Furbish noted that he hated paying more than the appraised value but being a visionary it was a worthwhile thing to do.

Mayor Parrish believed that this was taking a huge, blighted area and making it into something where people would move to. He believed that the value was there.

THE VOTE ON THE MOTION WAS:

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

7. Authorize the City Manager to enter into a Contract for Purchase and Sale for two (2) Brevard County Tax parcels (Parcel numbers 24-36-33-80-00023.0-0000.00 and 24-36-33-00-00755.0-0000.00) located at the southwestern corner of the intersection of Florida Avenue and Rosa L. Jones Drive. (16-4). (Community Services Director)

   This item was heard in conjunction with VIII.6.

8. Approve a Resolution authorizing a $0.39 Fire Assessment Refund to Residential Property Owners for the Annual Fire Assessment imposed by the City for Fiscal Year 2015/2016. (16-6). (Finance Director)

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

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $25,000 and under $50,000 for the period of 10/01/2015 to 11/30/2015. (15-597). (Finance Director)

2. Monthly Finance report showing the estimated and actual income and expenses to date. (15-605). (Finance Director)

3. FY 2015 Budget Adjustment Report. (15-607). (Finance Director)
4. New Local Business Tax Receipts. (15-610). (Community Services Director)

5. Monthly Fire Department Activity Report for November 2015. (15-616). (Fire Chief)

X. REPORTS:

Chief Prince advised that at the Space Coast Fire Chief's annual meeting, two of Cocoa's fire fighters would be honored. He mentioned he would bring it back as a presentation at a future meeting.

Mr. Belden introduced Gail Bantugan, the new Leisure Services Manager to Council. Council welcomed her and advised they were anxious to work with her.

Ms. Gemmati provided an update on the blood drive and mentioned that they would begin to do one every other month. At this last drive they had ten donors and because you have to wait a certain amount of time between each donation, staff felt this time frame would work.

Mayor Parrish pointed out that he had been donating blood since 1981.

City Manager Titkanich thanked Council and staff, with special recognition to Samantha Senger, Joan Junkala, and Esme Doucette in Economic Deveopment for the event on Friday. He further thanked all of the organizations involved.

City Manager Titkanich stated that he had been presented a list of concerns from Parks and Rec and one of the concerns was Cocoa Little League. Cocoa Little League has already redone the batting cages, but has requested that the City still help with fencing and throwing lanes. He advised that the cost would be less than the cages, probably around $7,000-$8,000.

IT WAS CONSENSUS OF COUNCIL TO HELP WITH FENCING AND THROWING LANES IN THE AMOUNT OF $7,000-$8,000.

Councilman Blake spoke about the Christmas parade and that they had a great time. In addition, he spoke about his and other Council members' attendance at Terry Black's magic show. He congratulated Principal Wilson on Endeavor Elementary becoming a community school.

In response to a question posed by Councilman Blake about placing of signage at the traffic circle in the village, Mr. Belden noted that he and Mr. Wegerif talked about it but needed clarification on exactly where. He clarified that it was at the continuation of Brevard Avenue south of the circle. Councilman Blake responded in the affirmative.

Councilman Blake thanked the City Manager and staff for the Economic Development Breakfast and thought the speaker was great.

He spoke about the Space Coast League of Cities meeting and different resolutions that were being presented. He pointed out that there was a survey sent to the City and he asked for that to be completed. City Manager Titkanich assured him that both he and Mr. Fuhrer receive those and at least one of them makes sure that the surveys were completed.

Councilman Furbish advised that last week was First Responder Week and thanked all first responders in both police and fire.

He questioned all of the job openings that the City currently had and asked Ms. Gemmati to expound on that. In response, Ms. Gemmati advised that positions were posted weekly on Linkedin and that the City's Facebook page updated automatically. Councilman Furbish reiterated that the City had jobs to fill.

Councilman Furbish noticed that Crosswinds had been taking up a lot of the City's time. He thought there was a plan to make that better. Mayor Parrish stated that the sheriff was supposed to be helping with Crosswinds.

Councilman Furbish asked about the status of Ms. Corby. He believed that she was not treated right and felt that everyone else thought that way also. In response, City Manager Titkanich advised that she submitted a request for information and that information had been supplied. As previously stated, the City did not have a standing in regards with what was decided by the courts.

Councilman Furbish did not understand why the City could not live up to the document. He felt that was the right thing to do. Deputy Chief Corby served the City well and it seemed that she should be receiving his pension, but someone shafted her. He believed the City should make it right.

City Manager Titkanich stated that the pension ordinance established how the pension board administers the ordinance. She challenged it all. It should not be the City's responsibility to step up and fix it. He understood it was a complex issue, but it went to court, lost, and she appealed it and lost. He reiterated that staff had no control over pension funds.

Mayor Parrish advised that Council does have control of who goes on the pension board. The City Manager replied in the affirmative, pointing out that the

Council appointed two members, employees elect two members, and one was a fifth member.

Councilman Furbish felt that they should go outside of the box and fix it. The whole situation bugged him. He stated that the man worked here for a long time and died early, she should get his pension according to the document that we have, but someone else said no, we are not giving it to her.

Lastly, he asked Mr. Walsh about the installation of fire hydrants on Indian Rvier Drive. He advised he was receiving calls about the spacing of them. Mr. Walsh had them measured before the meeting and they were all within guidelines. There was nothing wrong with where they were being installed.

Furthermore, he had some complaints about the AEG concert last week. The complaints were not so much about the concert as to the after party in Lee Wenner Park. The Chief advised he had a plan from keeping that from happening in the future.

In closing, he really wanted to pursue the idea of a Pedestrian Zone on a trial basis by moving the market on Wednesday to the area of Harrison Street. He asked about possibly getting Main Street and HCVA on board.

He reminded all to buy local.

Deputy Mayor Warner thanked staff for the great job they did on Friday at the Economic Development Breakfast. She thought this was probably the best one to date. She received great feedback and was glad to participate.

Mayor Parrish liked the idea of the property purchase and commended Council for getting the property.

The holidays were a blur to him, but spoke of his attendance at the community school celebration. He further mentioned that tonight was one of many meetings Council would have to help economic development within the City and to see an outcome down the road.

He thanked staff again for their outstanding job on the Economic Development Breakfast and enjoyed the workshop. He enjoyed seeing the young people being so involved.

In closing, he thanked everyone for their support and assistance with his father's passing. He truly appreciated everything.

XI. ADJOURNMENT.

*** MOTION by Councilman Blake; Seconded by Councilman Furbish, to adjourn the Regular meeting of January 12, 2016.**

AYES: Parrish, Blake, Furbish, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

_____

Henry U. Parrish III, Mayor

Respectfully submitted,

_____

Carie Shealy, City Clerk

Waste Management

Local Company. Global Resources.

City of Cocoa

Presentation to City Council

January 12, 2016

THINK GREEN®

Presented by:

Dina Reider-Hicks

Public Affairs Manager

Waste Management Inc. of Florida



WASTE MANAGEMENT

EXHIBIT A: PRESENTATION
BY WASTE MANAGEMENT

Waste Management

Local Company. Global Resources.

- Environmental Commitment
- Technology, Safety, Community Focus
- Value-Added Service at the Lowest Cost
- Future Focus



WASTE MANAGEMENT

THINK GREEN®

Waste Management
Local Company. Global Resources.

- North America's leading provider of integrated environmental solutions, headquartered in Houston, TX
- 43,500 employees serving over 21 million residential, industrial, municipal, and commercial customers
- $14 billion in revenue in 2014
- Dedicated to sustainability, one community at a time






WASTE MANAGEMENT

THINK GREEN®

Compressed Natural Gas-Fueled Trucks

- Converting 90% of North American fleet
  - Currently 72 CNG fueling stations/3,500 CNG trucks
- Significant benefit to Cocoa
  - Saves 8,000 gallons of diesel fuel per year per truck
  - Reduces 86% of air particulates
  - Better for our Lagoon
- Multi-million dollar investment in Brevard County
  - New CNG fueling station at WM Cocoa Hauling
  - Multi-million dollar economic impact



WASTE MANAGEMENT

THINK GREEN®

Safety for our communities: Drive Cam

- Drive Cam
  - 120-degree view in front and back of truck
  - Camera automatically records 12 seconds of event
  - Only waste industry company to employ this new technology





WASTE MANAGEMENT

THINK GREEN®

Safety for our communities: Waste Watch

How Does Waste Watch Help the Community?

- Waste Management drivers know what is “normal” in the community
  - Residential drivers in neighborhoods when people are at work
  - Commercial drivers in business and industrial areas when workers are at home

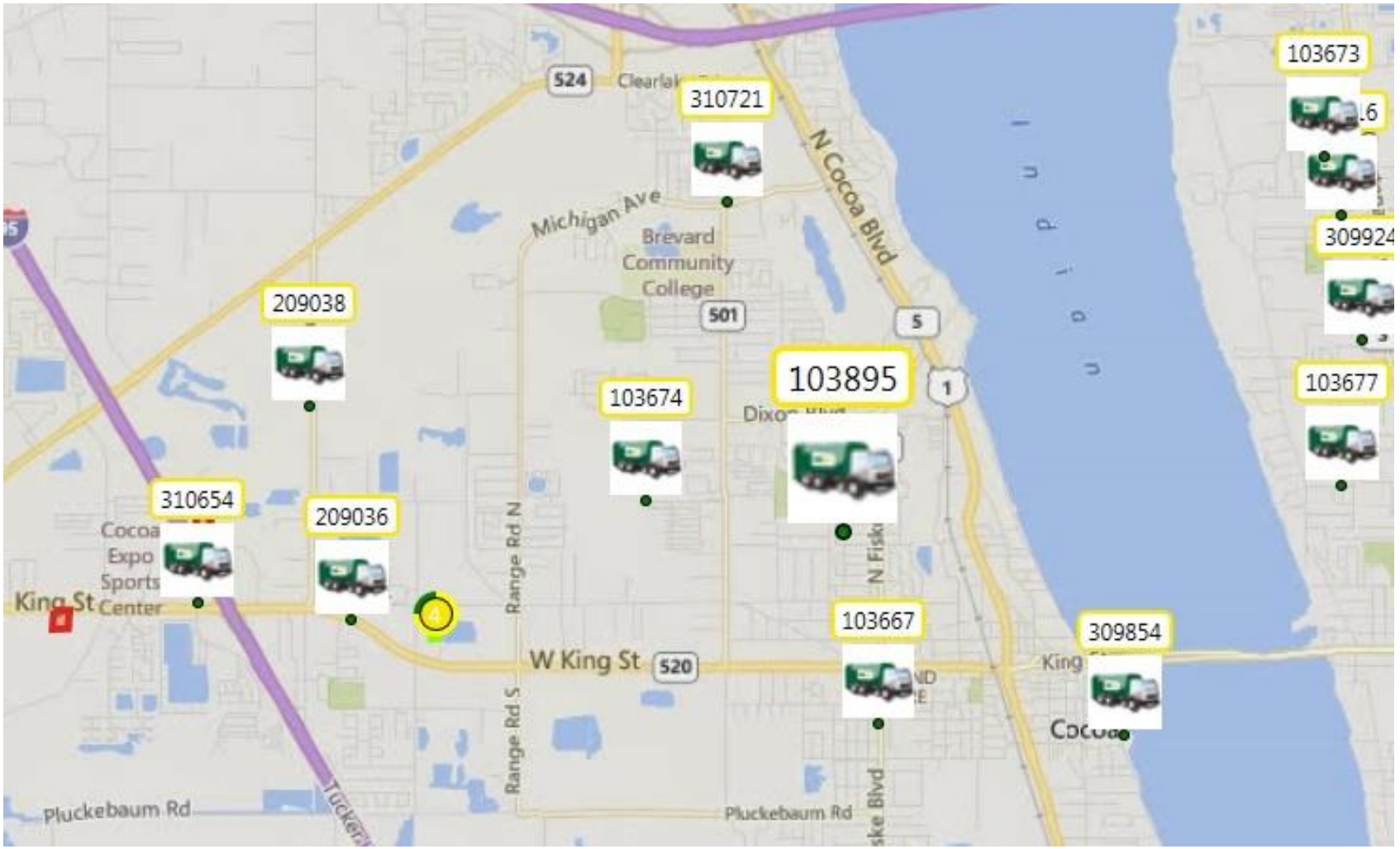


- Drivers are specially trained to report unusual or suspicious activity
  - Proprietary program that is one-of-a-kind in the industry
  - Designed and led by former FBI special operations agent
- Partnership with local law enforcement and emergency services
- Provided as a value-added service to community

WASTE MANAGEMENT

THINK GREEN®

WM Onboard Computing System

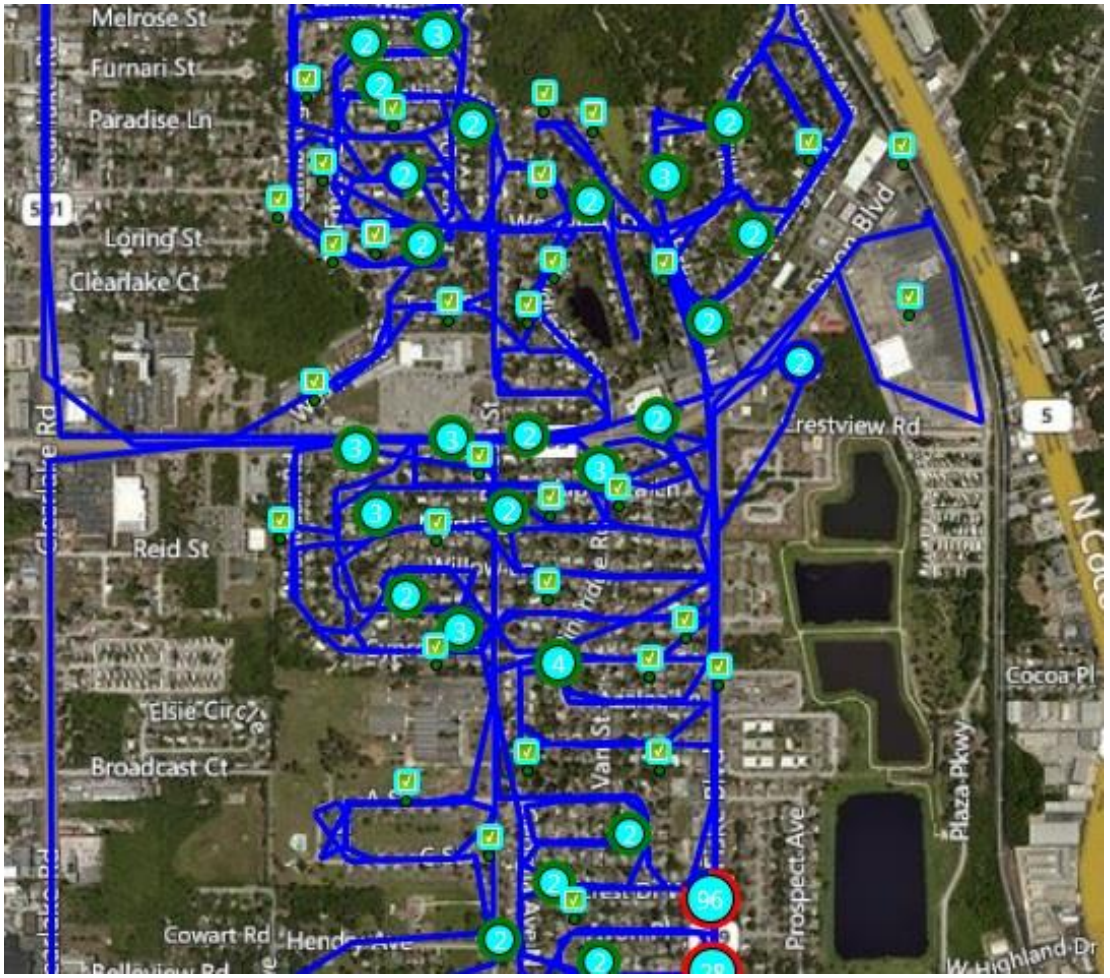


WASTE MANAGEMENT

THINK GREEN®

WM Onboard Computing System

- Tablet-based routing system mounted in all trucks
- Eliminates inefficient paper system and increases accountability



WASTE MANAGEMENT

THINK GREEN®

WM Onboard Computing System

- GPS-based service verification system with a time/date stamp
- Illustrates time of service commencement and completion



WASTE MANAGEMENT

THINK GREEN®

WM/SSR Material Recovery Facility

- Located in City of Cocoa
- Operational since October 2014
- Over $12M capital investment
- Over $4M in annual economic impact
- State-of-the-art high tech facility processing approximately 6,000 tons per month
  - 2 shifts operating 16+ hours per day





WASTE MANAGEMENT

THINK GREEN®

Future Focus for Cocoa

- Residential Single Stream Recycling Carts at no additional cost to residents or City
- Rebalancing service routes to accommodate City growth
- Ongoing enhanced communication with City staff
- Enhanced educational pieces for residents
- Option for universal commercial green waste and vacant lot collection



WASTE MANAGEMENT

THINK GREEN®

High Quality Service in Cocoa at Highly Competitive Rate

Municipality	Monthly Residential Collection Rate	Level of Service	Service Provider	Items of Note
Cape Canaveral	$9.75	2-1-1 semi-automated	Waste Pro	No franchise fees; large commercial and multifamily base
Palm Bay	$10.02	1-1-1 automated	WM	One time per week garbage collection
Brevard County	$10.55	2-1-1 automated	WM	No franchise fees; large commercial base
West Melbourne	$10.81	2-1-1 automated	WM	No curbside e-waste collection; extra charge for late set-out collection
Cocoa	$11.01	2-1-1 semi-automated	WM	Residential single stream recycling carts provided at no additional charge
Melbourne	$11.07	2-1-1 automated	WM	
Cocoa Beach	$11.99	2-1-1 automated	WM	
Indian Harbour Beach	$14.16	2-1-1 automated	WM	
Satellite Beach	$15.59	2-1-1 automated	WM	
Indialantic	$16.56	2-1-1 automated	WM	
Malabar	$19.57	2-1-1 semi-automated	WM	
Grant-Valkaria	$20.16	2-1-1 automated	Waste Pro	

As of December 2015

WASTE MANAGEMENT

THINK GREEN®

Waste Management is Cocoa's Trusted Community Partner

- Continued Community Partnerships
  - Cocoa Economic Development Breakfast
  - Cocoa Trash Bash
  - Riverfront Park events
  - Cocoa Little League







WASTE MANAGEMENT

THINK GREEN®

Thank You!









WASTE MANAGEMENT

THINK GREEN®

Legislation Details (With Text)

File #:	16-30	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	1/25/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	Proclamation: Proclaiming the month of February 2016 as Black History Month. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Black History Month-Feb.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2016
Agenda Date: February 9, 2016
Prepared By: Angela Ferguson
Through: Tammy Gemmati
Requested Action:
Proclamation: Proclaiming the month of February 2016 as Black History Month.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_

____ Reserves Source:_
____ Transfer Acct #:_

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
N/A

CITY OF COCOA FLORIDA

PROCLAMATION

WHEREAS, *during Black History Month, we celebrate the many achievements and contributions made by African-Americans to our economic, cultural, spiritual, and political development; and*

WHEREAS, *established by American historian Carter G. Woodson, the original celebration of Black History Week was observed on February 12, 1926. In 1976, as part of the nation's bicentennial, the week was expanded to a month; and*

WHEREAS, *the theme for Florida's 2016 Black History Month is – Hallowed Grounds: Sites of African American Memories, which showcases sites of historical nature and prominence spread across America's canvas such as Florida's Mary McLeod Bethune home in Daytona Beach and the Kingsley Plantation in Jacksonville; and*

WHEREAS, *Our country's and state's black leaders and Cocoa's own esteemed African American citizens of past and present continue to forage through these times, building our nation and improving our city making it a better place for all to live and thrive; and*

WHEREAS, *It is also important to remember those civil rights pioneers like Dr. Martin Luther King, Jr. and Rosa Parks, who broke down racial barriers and inspired our nation, as well as the Reverend C.K. Steele of Tallahassee, Harry and Harriette Moore of Brevard County, Reverend H.K. Matthews of Pensacola, and other leaders who worked to promote justice and equal rights for all Americans regardless of race; and*

WHEREAS, *as we celebrate Black History Month, we recognize the many contributions of African-Americans to our country and recommit to being a nation of opportunity and hope for every citizen.*

NOW, THEREFORE, *I, Mayor Henry U. Parrish III, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of February 2016 as:*

"Black History Month"

CITY OF COCOA CORPORATE SEAL FLORIDA

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 9th day of February, 2016.

Legislation Details (With Text)

File #:	16-28	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	1/25/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	Approve award of the Riverfront Park Sod and Drainage Improvements (SW16RD) Bid # B-16-04-COC to All Terrain Tractor Service Inc. which was the lowest qualified bidder; approve a Resolution to amend the FY 2016 budget; and approve a Resolution to authorize the City Manager to approve any change orders necessary up to 5 percent (5%) of the contract amount ($ 8141.05). (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid Form Bid Tabulation Resolution No. 2016-11 (amending budget).pdf Budget Amendment Form.pdf Resolution No. 2016-12 (contingency).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2016
Agenda Date: February 9, 2016
Prepared By: Michael Giorgio, Division Manager
Through: Everett Wegerif, P.E. Public Works Director/ City Engineer
Requested Action:
Approve award of the Riverfront Park Sod and Drainage Improvements (SW16RD) Bid # B-16-04-COC to All Terrain Tractor Service Inc. which was the lowest qualified bidder; approve a resolution to amend the FY 16 budget, and to approve a resolution to authorize the city manager to approve any change orders necessary up to 5 percent of the contract amount.

BACKGROUND:

Riverfront Park is a focal point of the City of Cocoa and Cocoa Village, hosting many special events and utilized by residents and visitors alike. There are areas in the park bowl as well as on the Harrison Street field that, after a substantial rain, retains water, making it difficult to use these areas. In addition, if any vehicles are driven over these areas, severe rutting occurs, requiring substantial work by the grounds crews. This project will involve removing existing sod and soil, placing a layer of gravel to assist in drainage, installing “Grass Pave” material to support vehicle weight and installing new sod. Staff received six (6) sealed bids with All Terrain Tractor Service being the lowest responsible bidder.

Because the budgeted amount of $150,000 is less than the low bid, additional funding will be required. Staff proposes to transfer $20,962.09 of funding from the Range Road Ditch Pipe project, which will not be completed this year. This transfer requires a Budget Resolution to reallocate project budgets

STRATEGIC PLAN CONNECTION:

This project will enhance the overall usability of the park for all visitors and special events

BUDGETARY IMPACT:

Budgeted Yes
Choose an item.

Amount Requested $ 170,962.09
Account Number 423-3570-538-63-00_
Account Name Stormwater Infrastructure

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve award of the Riverfront Park Sod and Drainage Improvements (SW16RD) Bid # B-16-04-COC to All Terrain Tractor Service Inc. which was the lowest qualified bidder; approve a resolution to amend the FY 16 budget, and to approve a resolution to authorize the city manager to approve any change orders necessary up to 5 percent of the contract amount.

SECTION 00300
BID FORM

TAYLOR-RIVERFRONT PARK ELECTRICAL UPGRADES
City of Cocoa
BID NO. B-16-04-COC

Proposal of All Terrain Tractor Service Inc
(Name)
949 Shadick Dr Orange City FL 32763
(Address)

to furnish all materials, service, equipment, and labor required, for the **RIVERFRONT PARK DRAINAGE IMPROVEMENTS AND GRASS PAVE II INSTALLATION** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Line	ITEM	LUMP SUM
1.	Center Field - Excavation	5,720.94
2.	Center Field – Install and compact 3" of stone	3,717.00
3.	Center Field – Install fill dirt to NW corner of field	1,001.00
4.	Center Field – Install Grass Pave 2 and top soil	47,678.40
5.	Center Field – Install Celebration Bermuda Sod	16,000.00
6.	Harrison Field – Minor Excavation	7,430.40
7.	Harrison Field – Install and compact 3" of stone	3,445.00
8.	Harrison Field – Install fill dirt for even grade	1,527.60
9.	Harrison Field – Install Grass Pave 2 and top soil	60,300.80
10.	Harrison Field – Install Celebration Bermuda Sod	16,000.00
11.	Total base bid – (Sum Of 1 thru 10)	162,821.04

TOTAL BASE BID
ONE HUNDRED SIXTY TWO THOUSAND, EIGHT HUNDRED TWENTY
(WRITTEN IN WORDS)
ONE DOLLARS AND FOUR CENTS (DOLLARS)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

CITY OF COCOA

BID TABULATION SHEET

BID OPENING DATE: Thursday, January 07, 2016

BID NUMBER: B-16-04-COC Riverfront Park Drainage Improvements and Grass Pave II Installation

VENDOR	0019 Bidder's Acknowledgement	00110 Local Vendor Preference	00296 Scrutinized Company Certification	00297 Certificate of Debarment & Suspension	00298 Bidder's Certification	00300 Bid Form Total Base Bid	00311 Exceptions	00312 References	00320 Bidder's Qualifications	00330 Listing of Subcontractors	00410 Bid Bond	00480 Non-Collusion Affidavit	00485 Drug Free	00490 Conflict of Interest Statement	00620 Certificate as to Corporate Principal	00650 Certificate of Liability Insurance	00660 Affidavit Regarding Workman's Comp.	00665 Certificate of Insurance for Worker's Comp.	00675 Trench Safety	Receipt of Addendum
TDI International 415 NW Flagler Ave #302 Stuart, FL 34994	Y	NA	Y	Y	Y	$190,426.35	N	Y	Y	NA	Y	NA	Y	NA	NA	NA	NA	NA	NA	N
All Terrain Tractor Service 949 Shadick Dr. Orange City, FL 32763	Y	NA	Y	Y	Y	$162,821.04	N	Y	Y	NA	Y	NA	Y	NA	NA	NA	NA	NA	NA	Y
C & D Construction, Inc. P.O. Box 236577 Cocoa, FL 32923	Y	YTB	Y	Y	Y	$247,977.00	N	Y	Y	NA	Y	NA	Y	NA	NA	NA	NA	NA	NA	Y
Santa Cruz Construction, Inc. 4205 N. Courtenay Pkwy. Merritt Island, FL 32953	Y	YTB	Y	N	Y	$252,123.00	N	Y	Y	NA	Y	NA	Y	NA	NA	NA	NA	NA	NA	N
Florida Site Contracting 866 11th Ct SW Vero Beach, FL 32962	Y	NA	Y	Y	Y	$217,400.00	N	Y	Y	NA	Y	NA	Y	NA	NA	NA	NA	NA	NA	N
SDV Services LLC 1514 S. Washington Ave. Titusville, FL 32780	Y	YTB	Y	Y	Y	$249,465.00	N	Y	Y	NA	Y	NA	Y	NA	NA	NA	NA	Na	NA	Y

RESOLUTION NO. 2016-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

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

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

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

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 9th day of February, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: PROJECT TRANSFER | REQUESTING DEPARTMENT #: PW | DATE PREPARED: 01/26/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 20,963)	423-3570-538.63-00	SW1301	INFRASTRUCTURE	$ 1,557,400	$ 1,557,400	$ 1,536,437	$ 1,536,437
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 20,963)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 20,963	423-3570-538.63-00	SW16RD	INFRASTRUCTURE	$ 1,557,400	$ 1,536,437	$ 1,557,400	$ 1,557,400
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 20,963	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Riverfront Park Sod and Drainage Improvements, Project # SW16RD was estimated at $ 150,000. However, lowest reliable bid was $ 162,821.02. This budget transfer will add funds to the Riverfront Park Sod and Drainage Improvements Project and also allow for a 5% contingency in case there are change orders during the project. It is anticipated that the Range Road Project (SW1301) will not be completed this year. Agenda #16-028

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/06/16 *RESOLUTION #:* 2016-11

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

1/26/16	Michael Giorgio Digitally signed by Michael Giorgio Date: 2016.01.26 14:30:15 -05'00'	1/28/16	Lea Taylor Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.01.28 14:18:00 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
1/26/16	Everett J. Wegerif Digitally signed by Everett J. Wegerif DN: cn=Everett J. Wegerif, o=City of Cocoa, ou=Public Works, email=ewegerif@cocoafl.org, c=US Date: 2016.01.26 14:52:11 -05'00'	1/28/16	Lora Howell Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.01.28 10:27:58 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

RESOLUTION NO. 2016-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PROJECT REGARDING THE RIVERFRONT PARK SOD AND DRAINAGE IMPROVEMENTS, PROJECT # SW16RD IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL PLUS A CONTINGENCY OF $8141.05 OR 5% THAT WILL BE SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

WHEREAS, on February 9,2016, the City Council authorized the City Manager to proceed with the Riverfront Park Sod and Drainage Improvements, Project # SW16RD subject to certain terms and conditions and budget adjustments approved by the City Council; and

WHEREAS, in conjunction with this authorization, the City Council desires to streamline the approval of change orders and any additional service contracts to the extent necessary in order to expedite the construction of the project; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

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

SECTION 1.

(A) Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the construction project regarding the Riverfront Park Sod and Drainage Improvements Project # SW16RD, provided the total amount of approved change orders and any additional service contracts do not cause the construction budget to exceed the total $ 162,821.04 budgeted by the City Council for the project plus a contingency of $8141.01 OR 5 % that will be set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B) Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on February 9, 2016.

_____

Henry U. Parrish, III, Mayor

ATTEST:

_____

Carie Shealy, CMC, City Clerk

Legislation Details (With Text)

File #:	16-29	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/25/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	To Approve Task Order 2016-1 with CH2M Hill Engineers, Inc. to Provide Conceptual Design and Definition Requirements for RFQ 15-24-COC, Dyal Chemical Conversion and Reliability Improvements, Project WS1404. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Task Order Form - T.O. 2016-1.pdf T.O. 2016-1 Proposal.pdf Fee Breakdown CCRIP Conceptual Design.pdf 1_26_16 Agreement for Engineering Services for Design Permmitting and Services during				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2016
Agenda Date: February 9, 2016
Prepared By: Joseph DeGiovine, Assistant Superintendent, Dyal WTP
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2016-1 with CH2M Hill Engineers, Inc. to Provide Conceptual Design and Definition Requirements for RFQ 15-24-COC, Dyal Chemical Conversion and Reliability Improvements, Project WS1404

BACKGROUND:

Utilities Administration has identified deficiencies in reliability and redundancy as related to a number of the Dyal Water Treatment Plant (Dyal WTP) processes and delivery systems. In order to assure confidence in these systems, three areas of the plant have been prioritized through an extensive evaluation process to be revitalized, replaced, and/or reconstructed in a methodology that will best serve the demand for potable water and secure the water treatment infrastructure. In order to realize these goals, CH2M Hill Engineers Inc. has been tasked to provide design services to address:

- **Disinfection Chemical Conversion.** Due to numerous safety concerns and extensive costs in risk management, administration is proposing the conversion of all gaseous chlorine feeds systems to a safer, more manageable (liquid) sodium hypo-chlorite feed system. This transition will assure both employee and public safety.

- Emergency Power Generator Replacement. Due to age, degradation, and compliance issues, emergency power generation equipment must be upgraded in order to continue to assure reliability and meet stringent Tier 4 emission compliance standards. The current generators are in excess of 20 years old and do not meet compliance guidelines. The Florida Department of Environmental Protection (FDEP) has allowed service based on City of Cocoa interpretation of non-emergency use. This interpretation has not been tested to date and with the Tier 4 standards now fully adopted, the thought is that leniency will not be granted in compliance in the near future.

- **Redundant 54" Water Main.** When initially commissioned in 1970, the Dyal WTP was constructed with one means of distribution effluent leaving the facility. In the event of a catastrophic failure in the common header or distribution main leaving the plant, potable water could not be delivered throughout the entire water utility system. Furthermore, the main means of flow and demand measurement technology is both antiquated and known to be inaccurate. Without redundancy, this issue cannot be properly addressed leaving reportable data and comparative billing questions to be inaccurate and unreliable.

In order to achieve and deliver a clear and accurate final design scope for the future, staff is proposing an approximate Conceptual Design 10% deliverable (Task Order 2016-1) to define numerous unknowns in a project of this magnitude. Project elements such as: process and equipment requirements, sizing and facility layout, potential retrofitting options, new facility location, chemical delivery and operational requirements and site access and security, shall be evaluated and developed with Utilities Administration in order to provide precise 30, 60, 90 and 100 percent final design deliverables under a future task. The conceptual design will allow the vetting and narrowing of scope and provide a smooth transition to final design along with a more defined scope.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$120,085.00
Account Number	421-4055-536.63-00, WS1404
Account Name	Infrastructure
Source of Funds	Operating Revenue

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Task Order 2016-1 with CH2M Engineers, Inc. to Provide Conceptual Design and Definition Requirements for RFQ 15-24-COC, Chemical Conversion and Reliability Improvement,

Project No. WS1404.

Task Order Request Form

Engr Svcs for D/P and SDC for the Dyal Chemical Conversion and Reliability...

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-15-24-COC **Vendor:** CH2M Hill Engineers, Inc.

Dept./Division Name: Utilities/4055 **Requestor:** Norma Hernandez Digitally signed by Norma Hernandez DN: dc=org, dc=cocoatl, ou=Utilities, cn=Norma Hernandez, email=nhernandez@cocoatl.org Date: 2016.01.27 09:59:29 -05'00' **Date:** 1/25/16

Project Number: WS1404 **Title:** Administrative Assistant

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. _____ **Requested Amendment Amount:** _____

Original Task Order Amount: _____ **Total Revised Amount including all Amendments:** _____

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2016-1 **Dated:** 1/22/16 **Amount:** $ 120,085.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoatl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoatl.org Date: 2016.01.27 11:25:23 -05'00'

Director's Signature

Scope of Services / Justification for Amendment

Utilities Administration has identified deficiencies in reliability and redundancy as related to a number of the treatment plant processes and delivery sustems. In order to assure confidence in these systems, three areas of the plant have been prioritized, through an extensive evaluation process, to be revitalized, replaced and/or reconstructed in a methodology that will best serve the demand for potable water and secure the water treatment infrastructure. To realize this goals, CH2m Hill Engineers, Inc. has been tasked to provide design services to replace aged, out-of-compliance emergency power generators; add a redundant means of delivery piping from the plant to the distribution system and replace gaseous chlorine injection with an upgraded sodium hypochlorite feed system. This task is for construction estimated for over $2,000,000 and has been specifically advertised as an RFQ and awarded per CCNA.

Design is Construction Related: ☑ Yes ☐ No **Good Faith Estimate of Construction Value:** $ 10,000,000.00

Documentation for Good Faith Estimate Attached ☑ Yes ☐ No

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2016-1

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 1/27/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.01.27 11:59:54 -05'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

TASK ORDER 2016-1
JANUARY 22, 2016

Dyal Water Treatment Plant Chemical Conversion and Reliability Improvements Project Conceptual Design

Background

As identified and scheduled in the Capital Improvement Plan, the City of Cocoa is progressing towards upgrades at the Claude H. Dyal Water Treatment Plant (WTP) which include chlorine gas and anhydrous ammonia conversions, and the addition of a redundant finished flow facility and replacement of the existing emergency generators. The Claude H. Dyal WTP consists of a surface water treatment plant with a rated capacity of 12 MGD (million gallons per day) expandable to 24 MGD, and a fully built out ground water train rated to treat 60 MGD. Average daily flows from the Dyal WTP annually are approximately 22.7 MGD. The disinfection system in place utilizes 4 ammoniators and 11 chlorinators, with associated storage and supply systems. The City of Cocoa intends to convert the existing storage, supply, and feed systems for these gas chlorinators and ammoniators to liquid sodium hypochlorite and ammonium sulfate. Project goal includes incorporating new disinfection chemicals into the existing and continuously operated plant, then decommissioning the old disinfection system.

Also, the City of Cocoa intends to improve the reliability of assets which are potential single points of failure. The redundant finished water pipeline and emergency generator replacement project scope includes the design of a new Generator/High Service Pumping (HSP) facility associated mechanical piping, a new 54-inch pump discharge transmission main and associated flow meter and vault, instrumentation and control improvements, new yard piping connecting the existing transfer pump discharge line to the new HSP suction line, and relocation and modification of the existing High Service Pumps #2 and #3. The new building will house two new 2-megawatt EPA Tier 4 generators to meet emissions compliance requirements, two (2) refurbished high service pumps, associated pipes and fittings, electrical equipment, control hardware, and pedestals and connections for future pumps.

Scope of Work

The project design work for the project will be carried out using a phased design delivery approach to assure a logical and progressive completion of the design work. The phases will be carried out sequentially and consist of the following:

Project Design Phases

Phase	Approximate Design Level	Design Phase Grouping
Conceptual Design	10%	Conceptual Design (this Task Order)
Schematic Design	30%	Final Design (to be included as part of subsequent Task Order following completion of the Conceptual Design)
Design Development	60%	
Construction Document	100%	

The Conceptual Design Phase will be completed to firmly establish the design concepts and criteria prior to development of the Final Design in order to provide a unified definition of the project to develop a clear and accurate scope of work and cost for the Final Design. Although a basic scope of the project has been developed, preliminary evaluation and discussion is required to define the Final Design scope in order to efficiently and cost effectively complete the detailed Final Design and construction document drawings and specification preparation. The goal of the Conceptual Design is to further define the following general project elements which are unknown or undefined at this time:

- Process and equipment design criteria including future design flows, expansion requirements and chemical dosing for the high service pump station build-out capacity, sodium hypochlorite and ammonium sulfate bulk storage and chemical feed facilities. Identifying operation and maintenance requirements affecting the facility or building designs.
- Sizes and various possible layouts of new facilities and buildings required to house the relocated high service pumps, emergency generators, and chemical bulk storage for sodium hypochlorite and ammonium sulfate. Impact of new facilities on existing site and future planned projects.
- Extent of potential retrofitting of existing control building space for use in conjunction with new high service pump station facility and generator facility.
- Location of new facilities on the existing water treatment plant site in conjunction with existing facilities and structures, chemical deliveries, operational requirements, and future planned capital improvement projects. Viability of using undeveloped land to the north of the existing water treatment plant site.
- Site access and security enhancements due to size and location of new or modified facilities.

The Conceptual Design includes the following list of project elements to be evaluated, discussed and developed with the City:

- New Finished Water High Service Pumping Facility
  - Pumps #2 and #3 from the existing High Service Pump Station will be relocated to the new Finished Water High Service Pumping Facility
  - Variable frequency drives will be provided for the relocated pumps
  - Existing High Service Pumps will have been refurbished by the City, but new motors will be required for the new variable frequency drives
  - Provide provisions for expanding the pump station in the future for increased City demands or conveyance of water to Central Florida utilities
  - Provide occupied space for operations staff in the new facility, retrofit existing operations building space (e.g. lunch room, electrical / maintenance rooms, locker rooms, etc.) and/or expand existing operations building
- New Emergency Generators
  - Two Tier 4 generators (2 megawatts each) will replace the existing plant generators; the new generators will be located near or as part of the new Finished Water High Service Pumping Facility
  - Develop construction sequencing for the incorporation of the new generators into the existing plant power system while maintaining or transitioning from existing generators
  - Integration of new generators with Closed Loop Transition upgrades
  - Develop a purchasing strategy for the generators for tax savings and project schedule reduction

- Chemical Conversion
  - Replacement of existing gas chlorine and ammonia chemical systems with a new Sodium Hypochlorite and Ammonium Sulfate Storage and Feed Facility
  - Evaluation of plant chlorine and ammonia storage requirements, application points, application point feed requirements and location for single or multiple chemical feed facilities throughout the plant
  - Retrofitting existing chlorine gas cylinder storage room with new sodium hypochlorite storage and feed system or possible conversion to another use
  - Replacement of existing carbon dioxide storage system with new storage tanks, vaporizers, and feed panels
- New Finished Water Redundant Pipeline and Flow Meter
  - Incorporate existing concept development for the redundant 54-inch finished water pipeline and flow meter into the site plan and new Finished Water High Service Pumping Facility
  - Provide for the addition of a flow meter on the existing 54-inch finished water pipeline.
- Water Treatment Plant Site Improvements
  - Develop a master site plan incorporating the requirements of the new Finished Water High Service Pumping Facility, Emergency Generators, Chlorine/Ammonia Storage and Feed Facilities and major Dyal WTP projects listed in the Capital Improvements Plan (e.g. Finished Water GST, Recarbonation Basin Expansion, Lime Sludge Storage, Maintenance Building, etc.)
  - Determine plant access requirements for new or modified access roads for new facilities, operational requirements (e.g. chemical deliveries) and site security
  - Evaluate need for additional space on the City-owned property north of the Dyal WTP to incorporate planned projects
  - Expand existing stormwater pond to incorporate future facilities and improvements

Conceptual Design Development

As part of the Conceptual Design, the following activities will be performed to define elements of the project.

Define Client Objectives, Standards and Preferences

The purpose of this task is to define the City's objectives and success factors for the project and to document the City's institutional standards as they pertain to this work. Project objectives and standards in the following areas will be considered:

- Project objectives: Discussion of the overall purpose for this project to ensure that all participants have the same understanding. The City will define for the project team what will make this a successful project from their perspective.
- City design criteria standards and preferences: Identify any City standards for design criteria or standard products. Discuss any City preferred equipment types, suppliers and vendors.
- Procurement policies: Bidding/procurement requirements, sole source restrictions, any existing master agreement for the purchase of materials, and equipment.
- Labor standards and policies: Design provisions for staff/visitors with accessibility limitations, any existing noise restrictions, any existing labor union restrictions, site security requirements, parking requirements etc.

- Equipment and materials: Preferences on indoor versus outdoor locations for equipment, HVAC preferences (natural gas vs. electric heat, A/C requirements, etc.), preferred equipment types and suppliers, local control/local disconnect preferences (lockable MCCs versus local disconnect switches), preferences regarding the use of adjustable frequency drives etc.

Define External Constraints and Standards

The purpose of this task is to define the external standards and criteria that influence the project design work. The standards and criteria in the following areas will be considered:

- Regulatory Agencies: Define the regulatory agencies with jurisdiction for this project and specific contact people. List all known permits required for construction and operation.
- Civil: Identify local stormwater control agency, document restrictions as they pertain to the proposed project, define permitting requirements; identify any local public work standards as they pertain to roads, stormwater, sanitary sewer etc; any local restriction regarding dust control, demolition, construction traffic/noise, excess earthwork disposal, any existing floodplain restrictions, etc.
- Structural/Architectural/Mechanical: Identify local permitting agency, obtain current local design codes and standards that are in effect, define permitting requirements.
- Electrical/I&C: Define redundancy requirements, identify primary contact at local utility.

Define Process Functional Requirements

The purpose of this task is to define the process functional requirements and other project-specific considerations. Issues and criteria to be defined and considered include:

- Regulatory requirements
- Design flow rates
- Initial and build-out plant capacity
- Treatment and chemical requirements
- Other process related issues
- General process control strategy

Deliverables

The following deliverables will be provided as part of this task order:

- Kickoff meeting agenda and meeting minutes in electronic format
- Conceptual Design Report (CDR) in PDF format and 8 hardcopies
- CDR review workshop agenda and meeting minutes in electronic format

Assumptions

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

1. Up to 3 different layouts of the Finished Water High Service Pumping and Generator Facility will be provided in the CDR based on discussions during kickoff meeting. Up to 3 different site plans will be provided reflecting the 3 layouts for the Finished Water High Service Pumping and Generator Facility.

2. Up to 3 different floor plan layouts will be provided for modification or expansion of the existing operations building. Requirements for lockers, training/conference rooms, operations staff offices, etc. will be discussed during kickoff meeting.
3. Site plans will be developed using existing topographic surveys and/or aerials.
4. Topographic survey, subsurface investigation, geotechnical investigations and cost estimating are not included in this task order. Following the conclusion of the CDR review workshop, the project requirements for these services will be defined and included in the Final Design task order.
5. CH2M HILL will use previous capital planning, studies/evaluations and designs documents as the basis for the conceptual design development.
6. Preliminary environmental assessment of existing wetlands and endangered species will be performed if necessary to expand the facilities into the City owned property to the north of the WTP. Staking and surveying wetlands will be performed as part of the Final Design if necessary. A one day field visit by an environmental specialist has been budgeted for preliminary assessment of the property to the north of the WTP.

Schedule

Conceptual Design Schedule

Task/Activity	Schedule
Project Kick-off Meeting	2 weeks following Notice to Proceed
Conceptual Design Report Submittal	8 weeks following Kick-Off Meeting
Conceptual Design Review Workshop	2 weeks following submittal of CDR
Conceptual Design Review Workshop Summary	3 weeks following CDR Workshop

Compensation

Services proposed by CH2M HILL in this Task Order will be performed in accordance with the Agreement for Engineering Services for Design, Permitting, and Services During Construction for the Dyal Chemical Conversion and Reliability Improvements (AGREEMENT) approved by the City of Cocoa on January 26, 2016.

CH2M HILL proposes to perform the work described herein on a time and materials basis with budgets between the sub-tasks and expenses being interchangeable as needed. The estimated total engineering fee including labor, subcontracts and expenses associated with the task order is shown in the table below.

Fee Estimate

Task Description	Labor Hours	Labor	Expenses/Subcontracts	Fee
Conceptual Design	578	$96,585	$23,500	$120,085

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for CH2M HILL Engineers, Inc.
By:	By: D. Edward Davis, P.E.
Title:	Title: Vice President
Date:	Date: 1/22/2016

Dyal WTP Chemical Conversion & Reliability Improvements Project Conceptual Design

Team Member	Per Diem Schedule Description	Total Hours	Rate	Amount
CH2M HILL				
Project Manager (Ed Davis)	Principal	36	$199.17	$7,170
Project Engineer/Process (Jason Riegler)	Mid- Level Professional Engineer/Scientist/Consultant	80	$166.44	$13,315
Design Manager (Dean Garcia)	Senior Reviewer/Consultant	68	$199.17	$13,544
Electrical Engineer	Senior Reviewer/Consultant	64	$199.17	$12,747
Architect	Mid- Level Professional Engineer/Scientist/Consultant	84	$166.44	$13,981
Mechanical Engineer	Mid- Level Professional Engineer/Scientist/Consultant	24	$166.44	$3,995
Structural Engineer	Professional Engineer/Scientist/Consultant/Project Manager	8	$138.96	$1,112
I&C Engineer	Mid- Level Professional Engineer/Scientist/Consultant	48	$166.44	$7,989
HVAC Engineer	Mid- Level Professional Engineer/Scientist/Consultant	4	$166.44	$666
Environmental Specialist	Mid- Level Professional Engineer/Scientist/Consultant	16	$166.44	$2,663
CAD Technician	Senior Construction Manager/Senior Designer	56	$155.59	$8,713
Office Support/Repro/Document Editing	Office	56	$69.99	$3,919
Quality Control Reviewers	Senior Reviewer/Consultant	34	$199.17	$6,772
	Hour Subtotals:	**578**		
	Labor Subtotals:			**$96,585**
	Civil/Yard Piping Design Subcontract			**$22,000**
	Miscellaneous Expenses (travel, shipping, etc.):			**$1,500**
	Task Total:			**$120,085**

AGREEMENT FOR
Engineering Services for Design, Permitting, and Services During Construction for the Dyal Chemical Conversion and Reliability Improvements

THIS AGREEMENT is made and entered into this 26th day of January, 2016, by and between **the CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and CH2M HILL ENGINEERS, INC., a Delaware Corporation, 225 East Robinson Street, Suite 505, Orlando, FL 32801, hereinafter referred to as "Engineer".

WITNESSETH:

WHEREAS, City wishes to obtain design, permitting, and services during construction of the Chemical Conversion and Reliability Improvements Project and other improvements at the Dyal Water Treatment Plant; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such engineering services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement period shall be for three (3) years or the final completion and acceptance of the project whichever comes last and will begin as of the date on the Notice of Award.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean CH2M HILL ENGINEERS, INC., and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement.

1.4 **Engagement**. The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on hourly rate schedule attached hereto as "Exhibit A", and send the thus developed "Task Proposal" to the City. If a site visit by Engineer is needed to generate the scope document, Engineer shall request approval prior to visiting the site.

The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any phases of engineering services. The City will issue a Notice to Proceed to the Engineer in the form of a City purchase order. Upon receipt of the signed Task Order and a written Notice to Proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right to perform any services related to this Agreement. The Scope of Services to be provided by the Engineer shall include, but is not limited to, the following:

a. Multi-discipline engineering evaluation and design for;

1. Conversion of chlorine gas and anhydrous ammonia to liquid chemical systems, and new chemical storage and feed facilities
2. Redundant finished water pump station facility and transmission main/yard piping improvements
3. A new emergency generator facility and electrical distribution system improvements
4. Site, roadway, parking, and storm water improvements
5. Security and site access improvements
6. New treatment processes, buildings and facilities
7. Modifications to existing treatment processes, structures and buildings
8. Other miscellaneous plant improvements

b. Surveying, geotechnical investigations, subsurface utility engineering, and specialty testing and assessments

c. Regulatory permitting assistance

d. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations

e. Environmental impact assessments/studies and other evaluations as necessary

f. Cost estimating services and constructability reviews

g. SCADA system design, PLC and HMI programming, and integration services

h. Bid phase services, services during construction and construction management and inspection

i. Start-up services and operations support

j. Miscellaneous services including but not limited to public relations assistance and equipment evaluations.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

3.3 Any cost caused by defective or ill-timed services shall be borne by the parties responsible therefore.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent

professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Engineer the actual cost of all Reimbursable Expenses incurred in connection with any Task Order.

5.5 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act s.218.70 et. seq., Florida Statute (2002).

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the services performed by Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a) Professional Liability: Proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

b) The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Engineer from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c) The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d) The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30 day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance. Unless agreed to by the City to the contrary, the City shall be named on the

insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Engineer. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Engineer is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Engineer shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Engineer be open and freely exhibited to the City for the purpose of examination and/or audit.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3 Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4 The Engineer acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Engineer agrees that to the extent any document produced by Engineer under this Agreement constitutes a Public Record, Engineer shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

17.3 Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Engineer has committed any act of fraud upon the City; or

17.6 Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to paragraph 17.0 Default; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 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.

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

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

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer

CH2M HILL ENGINEERS, INC.
225 East Robinson Street, Suite 505
Orlando, FL 32801
Attention: Mr. Ed Davis

For City:

City of Cocoa/Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 Nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, *Florida Statutes,* or other limitations imposed on the City's potential liability under state or federal law.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

(a) Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

(b) The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION

34.1 For all Services performed pursuant to this Agreement, the Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings) to the proportionate extent, directly or indirectly arising from:

a) any default under this Agreement by Engineer;

b) any negligent act, omission or operation of work related to all Services performed under this Agreement by Engineer, and its employees, principals, agents, independent contractors, and consultants.

34.2 The indemnification provided above shall obligate the Engineer to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers which may result from any negligent act, omission or operation of work related to the Services under this Agreement whether the Services be performed by the Engineer, or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any

construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the Contract Documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and it Subconsultants, if any, certifies that:

(a) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

(b) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

(c) No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Henry Parrish III, Mayor 1/26/16

ATTEST:

By: _____
Carie Sheafe, CMC Clerk 1/26/16

ENGINEER:

CH2M HILL ENGINEERS, INC.

By _____
Print Name/Title: **Francois Menard, Vice President**

1-11-16

ATTEST:

By: _____ 1/11/16

EXHIBIT "A"
2016 CH2M HILL RATE SCHEDULE

CLASSIFICATION	DESCRIPTION	RATE
Engineer 9	Principal	199.17
Engineer 8	Senior Reviewer/Consultant	199.17
Engineer 7	Senior Project Manager	199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	120.84
Engineer 2	Project Engineer/Scientist/Consultant	101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	95.27
Engineer 0	Engineering Intern	85.28
Technician 5	Senior Construction Manager/Senior Designer	155.59
Technician 4	Construction Manager/Senior Technician	125.06
Technician 3	Senior Construction Inspector	111.34
Technician 2	Construction Inspector/Technician	86.17
Technician 1	Junior Construction Inspector/Junior Technician	76.53
Technical Aide	Technical Aide	66.56
Office	Office/Project Administration	69.99

Notes:

1. Billing rates listed above are designated for one year after execution of the Agreement.
2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the agreement.
3. Bill rate schedule is for time basis work and City wil be billed based on actual hours by category designated for an individual employee.
4. CH2M HILL Engineers reserves the right to request annual rate modifications for future work.

Legislation Details (With Text)

File #:	16-32	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	1/27/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	Approve the Interlocal Agreement between the City of Cocoa (City) and the Cocoa Community Redevelopment Agency (CRA) for the Florida Avenue Streetscape Project. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa RDA Florida Avenue Contribution Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 27, 2016
Agenda Date: February 9, 2016
Prepared By: Susan D. McGrady, CRA Program Manager
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the Interlocal Agreement between the City of Cocoa (City) and the Cocoa Community Redevelopment Agency (CRA) for the Florida Avenue Streetscape Project.

BACKGROUND:

At the Cocoa City Council meeting held on January 26, 2016 Council approved the Florida Department of Transportation Complete Street Local Program Funding Agreement for the Florida Avenue Complete Street Construction Project.

The CRA began initial design and engineering of the Florida Avenue Streetscape Project in 2009 based on recommendations in the Cocoa CRA Waterfront Master Plan. Due to budget constraints, the Project was put on hold in 2011. In 2013 the Space Coast Transportation and Planning Organization (SCTPO) announced a “Complete Street” Funding Assistance Program. Through the SCTPO the City was awarded $913,000.00 in construction funds for Fiscal Year 2016 for Florida Avenue, from State Road 520 to the southern-most City limits.

The Construction Project will be done in coordination with stormwater and water main improvements by the City of Cocoa Public Works and Utilities Departments. It is anticipated that this coordination of City Departments and the CRA will allow for a significant cost savings in bulk costs as well as lessening of inconvenience for residents, business owners and visitors.

The CRA has a line item allocation of $210,000 for this Project in the Fiscal Year 2016 budget.

STRATEGIC PLAN CONNECTION:

The Strategic Issues of Image and Community Development are impacted by this Agenda Item.

BUDGETARY IMPACT:

Budgeted Yes

The Cocoa CRA has budgeted $210,000.00 in Fiscal Year 2016 for construction costs associated with the Florida Avenue Streetscape Project. In addition, the City of Cocoa Utilities and Public Works Departments will share in the construction costs associated with the Project for stormwater and water main construction and replacement expenses. The exact cost allocations for the City Departments and CRA will be determined once Bids have been received and a Construction Contract executed.
Project # CD1105
GL#110-3230-559-63-00

PREVIOUS ACTION:

At the Cocoa City Council meeting held on January 26, 2016 Council approved the Florida Department of Transportation Complete Street Local Program Funding Agreement for the Florida Avenue Complete Street Construction Project.

RECOMMENDED MOTION:

Approve the Interlocal Agreement between the City of Cocoa (City) and the Cocoa Community Redevelopment Agency (CRA) for the Florida Avenue Streetscape Project.

Prepared by:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

DRAFT 1/26/2016

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

INTERLOCAL AGREEMENT

(Florida Avenue Streetscape Project)

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this _____ day of February, 2016 ("**Effective Date**") between the **CITY OF COCOA REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency ("**Agency"**), and the **CITY OF COCOA**, Florida, a Florida municipal corporation ("**City**").

W I T N E S S E T H:

WHEREAS, the City has jurisdictional and ownership control over Florida Avenue which is a local street located within the jurisdictional limits of the city of Cocoa; and

WHEREAS, a portion of Florida Avenue is also located with the geographical boundaries of the City of Cocoa Community Redevelopment Area **("Redevelopment Area")**

WHEREAS, the City and Agency find that it is in the best interests of the citizens of Cocoa to improve and upgrade Florida Avenue (generally between King Street and 400 feet south of Rosa L. Jones Drive) in accordance with several redevelopment goals and objectives of the City of Cocoa Redevelopment Plan, updated and dated _____**("Redevelopment Plan"**), which was approved by the City and Agency pursuant to the Community Redevelopment Act of 1969 and Chapter 8, Article II, of the City Code ("**Florida Avenue Streetscape Project"**); and

WHEREAS, the parties recognize the critical importance of implementing the goals and objectives of the Redevelopment Plan in furtherance of eliminating slum and blight and revitalizing the Redevelopment Area, and desire to expend funds for said purposes; and

WHEREAS, prior to the effective date of this Agreement, the City and the Agency have already expended funds to prepare design and engineering plans for a Florida Avenue Streetscape Project in furtherance of the goals and objectives of the Redevelopment Plan; and

WHEREAS, in addition, the City has applied for and received funding assistance from the Space Coast Transportation Planning Organization (**"SCTPO"**) and as a result, the Florida Department of Transportation (**"FDOT"**) will participate in the Florida Avenue Streetscape

Project up to a maximum amount of $913,000 for purposes of funding a portion of a Florida Avenue Streetscape Project; and

WHEREAS, the total cost of the Florida Avenue Streetscape Project is estimated to be approximately $3,024,174; and

WHEREAS, the City and the Agency desire to enter into this Interlocal Agreement for purposes of memorializing a cost sharing agreement to cover the remaining cost of the Florida Avenue Streetscape Project that is not funded by the SCTPO/FDOT funding; and

WHEREAS, in order to fund and complete the Florida Avenue Streetscape Project, the City Council, on January 26, 2016, approved the City entering into a Complete Street Local Agency Program Funding Agreement with the Florida Department of Transportation (**"Program Agreement"**); and

WHEREAS, pursuant to the Program Agreement, the City will be responsible for working with the FDOT to complete construction of the Florida Avenue Streetscape Project; and

WHEREAS, the Agency intends to commit available funds not to exceed $210,000 to fund a portion of the City's financial obligation under the Program Agreement; and

WHEREAS, pursuant to the Community Redevelopment Act of 1969, Chapter 8, Article II, of the City Code, and the Florida Municipal Home Rule Powers Act, the City and Agency have the authority to expend funds for redevelopment purposes including the redevelopment activities referenced under this Agreement; and

WHEREAS, the City and Agency hereby find that this Agreement is consistent with the Redevelopment Plan and in the best interests of the citizens of Cocoa.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the Agency and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:

    2.1 **Approval.** The approval of this Agreement by both the Agency's Board of Commissioners and the City Council of the City of Cocoa.

    2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairperson of the Agency.

2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes, and in accordance with the Community Redevelopment Act of 1969 (s. 163.330, Florida Statutes, et. seq.), and Chapter 8, Article II, of the City Code. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

4. **FLORIDA AVENUE STREETSCAPE PROJECT.**

4.1 **Project Scope.** This Agreement is related to improving and upgrading a portion of Florida Avenue generally located within the Redevelopment Area. Subject to final engineering plans being approved by City, the scope of Florida Avenue improvements and upgrades include, but may not be limited to, the improvements that are specifically listed in the Program Agreement.

4.2 **Design and Final Engineering and Construction Management of Florida Avenue Streetscape Project**. The City and Agency agree to cooperate with each other to diligently pursue the design and final engineering and construction of the Florida Avenue Street Streetscape Project. The City will serve as the lead agency and will manage the construction of the Project pursuant to the terms and conditions of the Program Agreement, and any other agreements deemed necessary by the City. It is anticipated that the construction of the Florida Avenue Streetscape Project will commence during the current fiscal year (2015/2016), but the commencement and completion schedule is subject to modification by the parties.

5. **CONDITIONS FOR CITY AND AGENCY CONTRIBUTION OF FUNDS TO FLORIDA AVENUE STREETSCAPE PROJECT.**

5.1 **Local Agency Agreement.** On January 26, 2016, the City Council agreed to enter into the Program Agreement with the FDOT to complete the construction of the Florida Avenue Streetscape Project. The City agrees to fund its portion of the Program Agreement subject to the Agency's contribution set for in Section 5.2 of this Agreement.

5.2 **Agency and City Financial Contribution.** The Agency agrees to contribute up to Two-Hundred and Ten Thousand Dollars and 00/100 ($210,000.00) to fund a portion of the City's financial obligation under the Program Agreement. The City agrees to fund the total project cost under the Program Agreement, less the FDOT's maximum participation amount

of $913,000 and the Agency's maximum contribution amount of $210,000. At the discretion of the City, the Agency's contribution shall be made in partial draws or in one lump sum payment.

5.3 **Use of Agency Funds by the City.** The Agency funds shall be used only for reimbursement of actual "brick and mortar" construction costs incurred by the City under the Program Agreement to complete the Florida Avenue Streetscape Project. Such funds shall not be used for any other purpose by the City such as, by way of example, design, permitting, administrative fees, and other kinds of soft costs. Before reimbursement is made by the Agency for actual construction costs, the City shall be required to provide the Agency with documentation that the applicable construction work has been performed and accepted by the City unless the FDOT requires the reimbursement in advance of competing construction. Inasmuch as the Agency funds are administratively maintained by the City on behalf of the Agency, the City is hereby authorized, upon notice to the Agency, and without penalty, to stop processing any payment requests that may be in violation of this Agreement or the Program Agreement. Furthermore, if the Agency determines that the Agency funds, in whole or in part, were expended for a wrongful purpose, the Agency shall have the right to reimbursement from the City of the wrongfully expended funds.

5.4 **Budget & Appropriations**. The Agency and the City agree to budget and appropriate sufficient non-ad valorem available funds for purposes of funding the Program Agreement in accordance with the terms and conditions of this Agreement.

6. MISCELLANEOUS TERMS AND CONDITIONS.

6.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa:

City of Cocoa
John A. Titkanich, Jr., City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8680
Facsimile: (321) 433-8690

(b) if to Agency:

Attn: Susan McGrady
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8510
Facsimile: (321) 433-8513

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

6.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

6.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, the parties shall meet to discuss whether the intent and purpose of this Agreement can still be fulfilled and whether the terms and conditions of this Agreement must be renegotiated or the Agreement should be terminated.

6.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

6.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

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

Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

6.7 Integration. The drafting, execution, and delivery of this Agreement by the parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. The parties agree that they have both contributed equally to the drafting of this Agreement and this Agreement shall not be construed more favorably against the other in the event of any conflict with regards to the terms and conditions used herein.

6.8 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

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

6.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel and contractors, in performing its obligations pursuant to the terms and conditions of this Agreement.

6.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the Agency's or the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, the Agency and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the Agency and 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). This paragraph shall survive termination of this Agreement.

6.12 Assignment Prohibited; Third Parties. This Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be

construed to give any rights or benefits in this Agreement to anyone other than the Agency and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Agency and the City and not for the benefit of any other party.

6.13 Termination. The City and the Agency may terminate this Agreement by mutual written agreement.

6.14 Claims Surviving Termination. Termination of this Agreement shall release both parties from their obligation to effect and to receive future performance hereunder. However, in addition to provisions of this Agreement that expressly survive the termination of this Agreement, termination of this Agreement does not preclude a claim for breach of this Agreement for non-performance.

6.15 Effective Date. The effective date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
HENRY U. PARRISH, III, Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

Approved by the City Council on: _____

THE CITY OF COCOA REDEVELOPMENT AGENCY, a Florida Community Redevelopment Agency

By: _____

HENRY U. PARRISH, III, Its Chairperson

ATTEST:

By: _____

Recording Secretary

Approved by the Board of Commissioners on: _____

Legislation Details (With Text)

File #:	16-34	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	1/27/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	To Approve Task Order 2016-72 with CH2M Hill Engineers, Inc. for SCADA Surface Water Automated Reporting in Support of Continuing Development of the Wonderware Archestra SCADA System, Project No. WS1117. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-CH2M-2016-72 (1-27-16) $72556.92.pdf Cocoa SCADA Surface Water Reports SOW 012616 (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 27, 2016
Agenda Date: February 9, 2016
Prepared By: Joseph DeGiovine, Assistant Superintendent, Dyal WTP
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2016-72 with CH2M Hill Engineers, Inc. for SCADA Surface Water Automated Reporting in Support of Continuing Development of the Wonderware Archestra SCADA System, Project No. WS1117

BACKGROUND:

The Dyal Water Treatment Plant (Dyal WTP) Administration has identified the need to upgrade the existing Legacy Control System FIX32 and implement a fully automated, modernized, Wonderware Archestra SCADA System. As the new SCADA System is now in production, an updated Database and Automated Reporting System will need to be developed and deployed into the Wonderware System. This system will capture data to support daily functions of the Dyal WTP and Cocoa Utilities as well as to support required monthly operational reports submitted to the Florida Department of Environmental Protection (FDEP).

As part of daily operations, the Dyal WTP is required to submit monthly regulatory reports that document critical process, water quality and flow/volumetric data to FDEP and St. Johns River Water Management District (SJRWMD). Concurrently, the utilization and review of real time data assures operational efficiencies that are not realized in a system that utilizes a deficient data collection system. To date, CH2MHill and HACH have developed all Ground Water Monthly Operating Reports and are continuing to rework calculations and debug the new database to assure reliability in the

system.

Phase II of this project will focus on the remaining Surface Water System Reports and completion of the entire Reporting Package. This scope will also include extensive training in the new system. As scoped in Phase I the task will include: analysis of the existing system, review of the existing reports, design of a new reporting system, and configuration of a pilot test report and implementation/deployment of Surface Water Reports reports onto the new system.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$72,556.92
Account Number	421-4055-536.63-00, WS1117
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

On October 14, 2014, City Council approved Task Order 2015-63 to implement Phase I of the SCADA Automated Reporting System. To date, Phase I is 99% complete with only efficiency and reliability tasks to be completed.

RECOMMENDED MOTION:

To Approve Task Order 2016-72 with CH2M Hill Engineers, Inc. for SCADA Surface Water Automated Reporting in Support of Continuing Development of the Wonderware Archestra SCADA System, Project No. WS1117.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=4232517&GUID=2B3A0B90-ECAA-47D1-8E93-D3AEE2413880* is a secure document that has been embedded in this document. Double click the pushpin to view.



City of Cocoa
Task Order 2016-72
SCADA Surface Water Reports

Services proposed by CH2M HILL Engineers Inc. in this Task Order will be performed in accordance with the Agreement for Engineering Services for Water Supply, Treatment, Transmission and Distribution System Projects (AGREEMENT) approved by the City of Cocoa on November 11, 2008.

Background

The City of Cocoa is in the process of performing a major upgrade to their plant control system software and hardware in the water utility SCADA system. As part of daily plant operations, the utility is required to submit monthly regulatory reports that document plant critical discharge parameters and operational reports to support daily operations.

The existing SCADA system has an integrated reporting system that uses SCADA data and an Access database to produce the reports. As the new Surface Water SCADA system is brought on-line, new reports will need to be developed and integrated with the new hardware and software.

This project provides implementation of the reports associated with the surface water plant.

Task 1 Surface Water Report Configuration

During the ground water report configuration project, the City selected the Hach WIMs reporting system as the City standard for water production reporting. All report development work performed under this task order will be using the City's new Hach WIMs system. Reporting system architecture, security settings, manual data entry forms, database design, SCADA interface drivers, navigation, and report display will follow the same configuration standards that were used for the groundwater system reports.

Task 1.1 Project Kickoff and Workplan

A project kickoff meeting will be held at the City of Cocoa office. This task includes preparation of the initial project work plan, workshop agenda, attendance at the meeting by two CH2M staff members, and development of meeting minutes. The workshop will include a team charter session which will review the details of the scope of work, limits of supply, and assignment of team roles.

Task 1.2 Surface Water Report Development

This task includes configuration and implementation of selected Surface Water reports.

Installation of reports and forms will be in a staggered fashion to match the startup schedule of the Cocoa SCADA hardware installation project. Some reports when initially deployed, may contain partial data from the new SCADA system and require manual data entry for cases

where the field signal data is not reliable or accurate. The City will have periods of time where they will need to pull data from the existing reporting system and the new system to combine into one report until all of the data on the existing system has been transitioned onto the new SCADA system.

- Provide development of reports, manual data entry forms, menu driven navigation, and configuration of driver interface to SCADA system. Reports include:
    - M1 Monthly water operations – surface water
    - M3 ASR Injection report
    - M4 ASR Recovery report
    - M4a Monthly monitoring well parameters
    - M5 Existing daily runtimes wellfield wells (limited to few SCADA points)
    - M14 Fluoride concentration
    - M16 Monthly well sampling analysis data
    - M17 Employee report
    - M19 P1 Taylor Creek flows and R1-9 ASR raw flows

The actual reports and supporting forms that will be implemented will be selected by the city in a priority order within the fee limits of this task order.

1.3 PLC, HMI, Historian Configuration

- A meeting will be held with SCADA programmers and the reporting team to review the data points that are required to be transferred from SCADA to the reporting system. The location of where the data calculations will be performed will be documented in this meeting.
- Provide support in the PLC for data calculations of SCADA data as required
- Provide support in the HMI/Historian for data read/ writes as needed.

1.4 Install, test, and verify performance

- Test reports, and verify correct data transfer for SCADA data, manual data entry, and calculations.
- The validation and corrections for the accuracy of the SCADA data is not included in this estimate since the majority of the field instrumentation is existing and the surface water facility has not been continuously run in many years.
- Allow a burn in period of up to one month to ensure full functionality of the reports has been satisfied.

1.5 Groundwater report troubleshooting

- Provide support for troubleshooting existing developed groundwater reports. Task requests will be provided by the City as needed but level of effort will be adjusted to remain within the fee limits of this task order.

1.6 Existing Reporting System

- New reporting system will run in parallel with the existing reporting system for a predetermined period of time to establish a level of reliability of the new reporting system.
- After successful burn in period of the new system, the City will remove the existing Access server and all associated configuration.

Task 1 Deliverables:

- Configured and installed reports as defined above that include manual entered data and SCADA data

Task 2 – Training and Documentation

- Develop training documentation to conduct training on the new automated reporting system for the City of Cocoa staff.
- Prepare a system documentation manual which depicts the automated reporting architecture, database structure, data entry forms, navigation, security settings, and overall functions of the system. The basic system functions will be provided by the supplied Hach documentation. This manual will provide a broad understanding of the system components and system design.
- Provide two training sessions at the Cocoa Dyal WTP for operations staff. Training will include up 6 City staff for 4-6 hours at each of the two training sessions and include training manuals. Total training manuals will be 12 hard copies. Training will include how to enter data into the system, review and approve data, and how to create the monthly reports.

Task 2 Deliverables:

- Training manual
- System documentation manual

General Project Assumptions

- All deliverables except the training manuals will be provided in electronic format with no hard copies.
- City of Cocoa will provide written review comments for draft deliverables within two calendar weeks or deliverable will be considered acceptable as submitted.
- All documents will be submitted as a draft for City of Cocoa review and comments. Comments will be addressed and a final document issued.
- City of Cocoa will provide all hardware, software, and software licenses to CH2M to allow development and installation of the Hach reporting system.
- This task may include procurement of hardware and software products to support the automated reporting system as directed by the City of Cocoa within the fee limits.
- This scope does not include development of custom drivers or procurement of base software products.
- For the purpose of the interface development; the PLC, HMI, and Historian will be the manufactures as selected in the city control standards documents.
- Network configuration services such as loading City network software, configuring switches, and troubleshooting network problems related to the City network are provided by the City staff. City of Cocoa will install all required network software including virus software, configure the City network switches, and provide troubleshooting assistance for all City network related problems.

Schedule

This proposal will cover services and activities to be delivered through September 30, 2016. CH2M will commence work within 1 week of receiving a written notice to proceed with the project.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between tasks being interchangeable. Project and subtask fee are shown in the Compensation Tables below.

Subcontracts and material procurement will be invoiced at actual cost, plus 10% markup on actual cost, plus applicable taxes and freight charges.

Compensation Table

	Hours	Rate	Labor Total	Travel Expense	Subtotal
Task 1 Surface Water Report Configuration					
Jr. Professional Engineer/Scientist/Consultant	24	$120.84	$2,900.16		$2,900.16
Sr. Professional Engineer/Scientist/Consultant	210	$188.40	$39,564.00	$510.00	$40,074.00
Sr. Professional Engineer/Scientist/Consultant	24	$188.40	$4,521.60		$4,521.60
Sr. Project Manager	24	$199.17	$4,780.08		$4,780.08
Task 2 Training and Documentation					
Sr. Professional Engineer/Scientist/Consultant	80	$188.40	$15,072.00	$429.00	$15,501.00
Sr. Project Manager	24	$199.17	$4,780.08		$4,780.08
Grand Total	**386**		**$71,617.92**	**$939.00**	**$72,556.92**

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As project scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between the Program Management Team and the City. The Consultant's rates will be billed in accordance with rates defined in Attachment A.

This proposal is effective for 90 days.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for CH2M HILL Engineers Inc.
	
By: _____	By: _____
Title: _____	Title: Vice President
Date: _____	Date: January 26, 2016

Attachment A

CH2M FY 2015 Per Diem Schedule

Classification	Description	Rate
Engineer 9	Principal	$199.17
Engineer 8	Senior Reviewer/Consultant	$199.17
Engineer 7	Senior Project Manager	$199.17
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$188.40
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$166.44
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$138.96
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$120.84
Engineer 2	Project Engineer/Scientist/Consultant	$101.84
Engineer 1	Junior Project Engineer/Scientist/Consultant	$95.27
Engineer 0	Engineering Intern	$85.28
Technician 5	Senior Construction Manager/Senior Designer	$155.59
Technician 4	Construction Manager/Senior Technician	$125.06
Technician 3	Senior Construction Inspector	$111.34
Technician 2	Construction Inspector/Technician	$86.17
Technician 1	Junior Construction Inspector/Junior Technician	$76.53
Technical Aide	Technical Aide	$66.56
Office	Office/Project Administration	$69.99

Notes:

1. Billing rates are for City designated Fiscal Year 2014, 2015, 2016. October 1, 2013 to September 30, 2016.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee.

4. CH2M reserves the right to request rate modifications for future fiscal years under this agreement. Rate modifications must be approved and agreed to by both parties.

Legislation Details (With Text)

File #:	16-27	**Version:** 1	**Name:**		
Type:	Report		**Status:**	Public Hearing	
File created:	1/21/2016		**In control:**	City Council	
On agenda:	2/9/2016		**Final action:**		
Title:	Conduct a Public Hearing to amend the FY 2015-2016 CDBG Action Plan to add the Section 108 Loan Guarantee Program in accordance with the City's CDBG Citizen Participation Plan. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legal Ad for Public Hearing 2-9-16 001.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 21, 2016
Agenda Date: February 9, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Conduct a Public Hearing to amend the FY 2015-2016 CDBG Action Plan to add the Section 108 Loan Guarantee Program in accordance with the City's CDBG Citizen Participation Plan.

BACKGROUND:

On April 28, 2015, City Council approved the FY 2015-2016 Community Development Block Grant (CDBG) Action Plan, which included all activities that would be funded with the grant allocation and also carry forward funds. Staff is now proposing the following substantial amendment to the FY2015-2016 Action Plan: **Section 108 Loan Guarantee Program - $904,845 will be requested for construction of the Dr. Joe Lee Smith Center for Justice.** The City of Cocoa's application for Section 108 Loan Guarantee financing under 24 CFR 570, Subpart M - Loan Guarantees will be contingent upon the U.S. Department of Housing & Urban Development (HUD) approval. The City of Cocoa is eligible to apply for Section 108 Loan Guarantee funds up to five (5) times its current approved CDBG entitlement allocation.

The Dr. Joe Lee Smith Center for Justice, dedicated to social, economic, health and environmental justice, will replace the existing structure (constructed in 1964) with state-of-the-art amenities that will meet long overdue recreational, social, medical and community service needs across the multi-generational population of the Diamond Square community. The Dr. Joe Lee Smith Center for Justice was identified as a catalytic project in the Diamond Square Redevelopment Agency's 2014 plan update.

The Center would serve as a nexus of local service provider co-located in a single facility that could potentially create a suitable environment to break the cycle of poverty and hopelessness. The facility currently existing within the DS CRA is intended for recreational purposes only and is more than 50 years old, functionally obsolescent, inadequately sized, and in a state of disrepair. The City believes by effectuating change within the DS CRA through the Center, Cocoa as well as central Brevard County residents, businesses and visitors will benefit from an increased quality of life. The proposed service offered includes juvenile diversion, health care, childcare, senior programs, educational assistance, youth recreation and mentoring through partnerships with existing local area providers.

Also, the City has procured the services of Mark Briggs, Vice President and Director of Development Finance with WSP/Parsons Brinckerhoff to assist the City in preparing and submitting the application, responding to HUD questions, and identifying potential foundations to provide funding. Mr. Briggs has 40 years of experience obtaining over $1.5 billion dollars for local communities through Section 108, BEDI and EDI. In 2015, Mr. Briggs successfully assisted Brevard County in obtaining two (2) Section 108 Loan Guarantee awards from HUD.

As required by HUD and the City's Citizen Participation Plan, an ad was placed in the Florida Today newspaper on December 3, 2015 summarizing the proposed substantial amendment and public comment period. The public comment period ends on February 4, 2016. To date no comments have been received.

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

None, the substantial amendment will allow staff to submit an application for Section 108 Loan Guarantee financing.

PREVIOUS ACTION:

On April 28, 2015, City Council approved the FY 2015-2016 Community Development Block Grant (CDBG) Action Plan.

RECOMMENDED MOTION:

Conduct a Public Hearing to amend the FY 2015-2016 CDBG Action Plan to add the Section 108 Loan Guarantee Program in accordance with the City's CDBG Citizen Participation Plan

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA (TE)
65 STONE ST
COCOA FL 32922

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared **Kim Curro**, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Legal Notices

as published in **FLORIDA TODAY** in the issue(s) of:

12/03/15

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 3th of December 2015, by Kim Curro who is personally known to me

Ruby Royer
Notary Public for the State of Florida
My Commission expires January 30, 2018

Publication Cost: $71.65
Ad No: 0000891158
Customer No: BRE-6CI200

RUBY ROYER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088043
Expires 1/30/2018

AD#891158 12/3/2015

CITY OF COCOA
PUBLIC NOTICE OF PROPOSED SUBSTANTIAL AMENDMENT TO THE FY2015-2016 CDBG ACTION PLAN AND PUBLIC HEARING

In an effort to effectively administer Community Development Block Grant (CDBG) funded programs and at the same time address the goals and objectives of the FY2011-2016 Consolidated Plan, the City of Cocoa is proposing the following substantial amendment to the FY2015-2016 Action Plan:

Section 108 Loan Guarantee Program - $904,845 will be requested for construction of the Dr. Joe Lee Smith Center for Justice. The City of Cocoa's application for Section 108 Loan Guarantee financing under 24 CFR 570, Subpart M – Loan Guarantees will be contingent upon HUD approval. The City of Cocoa is eligible to apply for Section 108 Loan Guarantee funds up to five times its current approved CDBG entitlement allocation.

Public comments will be accepted until 5 p.m., February 4, 2016. All comments must be submitted in written form, mailed to the City of Cocoa, Community Services Department, 65 Stone Street, Cocoa, Florida 32922. A public hearing will be conducted on February 9, 2016, at 6 p.m. at Cocoa City Hall, 65 Stone Street. For more information, contact (321) 433-8511.

SCANNED

Legislation Details (With Text)

File #:	16-31	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	1/25/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2016-2017 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for April 26, 2016. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Legal Ad Notice of Public Hearing FY 2016_2017 CDBG and HOME funding.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 25, 2016
Agenda Date: February 9, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2016-2017 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for April 26, 2016.

BACKGROUND:

For FY2016-2017, the City anticipates receiving $180,969 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $66,189 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

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

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

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

All activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. A FY2016-2021 five (5) year Consolidated Plan and a one (1) year Action Plan must be completed and submitted to HUD through Brevard County, Consortium's lead entity, addressing those needs. Prior to submittal, a 30 day public comment period and a second public hearing must be conducted. The FY2016-2021 Consolidated Plan and FY2016-2017 Action Plan will be submitted to Brevard County by April 30, 2016 for submittal to HUD.

Staff advertised a notice of funding availability along with a Request for Proposals (proposals) using the anticipated grant allocations. In addition to city staff generated requests, nine (9) proposals were received. All proposals were reviewed at a publicly noticed meeting by a staff review committee. The committee consisted of: Steven Belden, Community Services Director; Nancy Dresser, Deputy Community Services Director; Ellen Heuser, Housing Program Manager; Anthony Hagan, Grants Administrator; and Christine Kuhn, Staff Accountant.

Proposals were reviewed and evaluated according to the criteria below:

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

The seven (7) agencies that requested CDBG public service dollars were ranked by committee members as follows:

AGENCY NAME:	Steven Belden	Nancy Dresser	Ellen Heuser	Anthony Hagan	Christine Kuhn*	**TOTAL POINTS:**	**AVERAGE SCORE:**
Community Services Council	100	100	100	86	20	406	81.2
Central Brevard Sharing Center	99	98	74	79	20	370	74.0
Salvation Army	96	86	77	86	16	361	72.2
Early Learning Coalition	92	96	74	71	20	353	70.6
Yellow Umbrella	77	76	69	56	17	295	59.0
Cocoa YMCA	67	78	55	66	10	276	55.2

Grandparents Raising Grandchildren	66	57	64	66	10	263	52.6

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

Of the nine (9) proposals submitted, seven (7) requested public service funds related to the CDBG Program. The total amount of funds requested was $64,766 and the City has $27,145 available to support public services. As contained in the Request for Proposals, the minimum amount of funding per any CDBG public service agency is $5,000.

A non-public services proposal was submitted by the Housing Authority for the City of Cocoa (HACoC). HACoC requested CDBG funds to rehabilitate approximately 144 public housing units to accommodate elderly/handicapped individuals or families. The units will be modified or upgraded with handicap accessible ramps, commodes, bathroom grab bars, and interior and exterior handrails. Additionally, glass entry doors will be replaced, exterior porch lights will be replaced with LED lighting and window locking mechanisms will be replaced, if needed. The HACoC will provide matching funds for the modifications and 100 percent of the labor will be provided by the Agency's maintenance staff.

Housing for Homeless requested HOME funds to rehabilitate unit #203 at 800 N. Fiske Blvd. In December 2011, 14 units were donated to the Agency. However, unit #203 was in a state of disrepair and has been uninhabitable. The Agency requested HOME funds to rehab the unit so it could be occupied by an income eligible family to provide decent, safe and affordable housing. Since 40 percent of individuals or families served by Housing for Homeless are veterans, the staff review committee also recommends that veterans be given priority for this unit, as a condition of the award.

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

CDBG Public Services - Maximum 15% allowed $27,145			
Name of Agen	**Description of provided**	**Amount Requested**	**Amount Recommended**
Community Se of Brevard - Se Program.	Provide 13,990 meals to 79 fra seniors.	$10,000	$8,000*
Central Brevar Center	Provide daily n low/mod incom	$12,000	$7,645*
Early Learning Brevard, Inc.	Provide subsidi 28 low/mod inc	$12,000	$6,500*
The Salvation A Central Brevar	Provide daily n provide basic n residents of the shelter.	$5,000	$5,000
Yellow Umbrel	Provide English skills classes to counseling to 3	$5,000	$0.00
Cocoa YMCA	Provide swimm low/mod eligibl	$7,056	$0.00
Grandparents F Grandchildren	Provide Childre Services to 75 Assistance to 2	$13,710	$0.00
CDBG Other/Public Improvements - $117,631			

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Section 108 Lo Program	CDBG Section 108 Loan Guar	$40,000	$40,000
Housing Autho of Cocoa	Provide housing modifications	$40,000	$40,000
Community Se Demolition/Clea	Code enforcement initiated de	$37,631	$37,631*
CDBG Administration - 20% - $36,193			
City Staff			$35,193*
Fair Housing			$ 1,000
Total CDBG Admin			$36,193
Total CDBG Allocation			***$180,969***
****Any increase or decrease in funding will be deducted from the award.***			

HOME Administration - 8% - $5,295*				
City Staff			$5,295*	
HOME CHDO & Housing Set Aside - $60,894*				
CHDO Housing Activ	15% Mandatory CHD			$48,894*
Housing for the Hom	Rehab of Rental Unit	$12,000		$12,000
Total HOME Allocation				***$66,189***
****Any increase or decrease in funding will be deducted from the award.***				

As required by the City's Citizen Participation Plan, staff is requesting City Council hold a Public Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on FY2016-2017 CDBG and HOME Program funding. Upon City Council's approval, a 30 day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also inform the public of the date of the second and final Public Hearing, which will be held on April 26, 2016.

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

No budget impact in FY2015-2016

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Conduct a Public Hearing to obtain citizen input and comments on housing and community development needs; approve recommendations on FY2016-2017 CDBG and HOME program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for April 26, 2016.

A Daily Publication By:

FLORIDA TODAY
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CITY OF COCOA (TE)
65 STONE ST
COCOA FL 32922

AD#1005652 1/28/2016
NOTICE OF PUBLIC HEARING
CITY OF COCOA

The City of Cocoa expects to receive approximately $180,969 in Community Development Block Grant (CDBG) funds and approximately $42,389 in HOME Investment Partnership funds for Program Year 2016-2017. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, public facilities and improvements, or demolition and clearance.

The Cocoa City Council will hold a public hearing on Tuesday, February 9, 2016 at 6:00 pm. in the Council Chambers, located at 65 Stone Street to obtain citizen input and comments on housing and community development needs; approve recommendations on FY 2016/2017 CDBG and HOME program funding.

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

STATE OF FLORIDA COUNTY OF BREVARD:
Before the undersigned authority personally appeared **Kim Curro**, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** , a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Public Hearing

as published in **FLORIDA TODAY** in the issue(s) of:

01/28/16

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 28th of January 2016, by Kim Curro who is personally known to me

Linette Sanchez
Notary Public for the State of Florida
My Commission expires January 28, 2017

LINETTE SANCHEZ
NOTARY PUBLIC STATE OF FLORIDA
Commission # EE 86929
My Commission Expires
January 28, 2017

Publication Cost: $65.68
Ad No: 0001005652
Customer No: BRE-6CI200

Legislation Details (With Text)

File #:	15-623	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Council Busines	
File created:	12/29/2015		**In control:**	City Council	
On agenda:			**Final action:**		
Title:	Council Direction for Collection of Solid waste and Recycling Materials Contract with Waste Management. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Annual 15 Review Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 29, 2015
Agenda Date: February 9, 2016
Prepared By: Cheryl Meisenzahl
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Council Direction for Collection of Solid waste and Recycling Materials Contract with Waste Management

BACKGROUND:

The City's Contract with the current Municipal Solid Waste and Recycle Collection service provider, Waste Management, is set to expire on September 30 2016. The current contract was adopted January 9, 2007 and was renewed on July 26, 2011. The contract has one five-year renewal period remaining available. Three options are available at this time:
1 - Renew the current contract at the existing rates and terms using the remaining renewal option available with the ultimate expiration date in September 2021
2 - Renew the current contract with modifications to the terms, however with no extension of time past the available 5-year renewal term ending in September 2021
3 - Decline the final Renewal option and advertise for bids and award prior to the expiration of the current contract in September 2016

Option 1 is not recommended by Staff as Cocoa is still serviced with obsolete 18-gallon recycle bins. As the City looks to expand its efforts toward sustainability and increase recycling within the City, it is recommended that the 18-gallon recycle bins be replaced with 64-gallon wheeled recycling carts. This would require modification of the existing agreement.

Option 2 is an option that may be considered by the council. Waste Management has submitted a

proposed modification to the contract to implement a Single Stream recycle cart program at no additional costs to the City. City Staff has also requested a modification of the period that CPI adjustment is calculated to allow time to prepare the annual budget.

Option 3 is also an option that may be exercised by council. The current contract was negotiated approximately nine (9) years ago based on replicating a competitive bid from another city in Brevard County. The bidding process can be a time-consuming process for City staff. Consultants familiar with the nuances of Solid Waste Collection contracts offer services to insure that municipalities receive the best value in the bid process. They can be hired to prepare specifications and evaluate bids. These costs may be “passed on” to the prevailing contractor, resulting in no net expense to the City if desired.

It should be noted that the Image Committee identified Green Waste piles throughout the City negatively impacted the City’s overall physical image. Most of these piles are associated with vacant lots or commercial lots that do not pay for green waste pick-up. . Collection of these piles is either done by Public Works staff or done “gratis” by the contractor upon special request. An option to add collection of these piles to the regular services provided was identified as a possible future modification to the scope of services with either the current contractor or a future contractor.

Waste Management’s current contract requires staff to perform an annual evaluation of their quality of work over the past calendar year. The report as attached indicates that Waste Management has had a higher number of Missed Pick-Ups than last year and an associated increase of complaints. New management and procedures implemented in October seems to have improved these concerns.

STRATEGIC PLAN CONNECTION:

Reliable and efficient collection of solid waste, green waste and recycling materials improves the city’s public health and image.

BUDGETARY IMPACT:

There is no budgetary impact at this time. Bidding the contract may increase costs for consultant services that may be required.

PREVIOUS ACTION:

A five year extension of the current contract with Waste Management of Florida, Inc. was approved by on July 26, 2011.

RECOMMENDED MOTION:

Council Direction for Collection of Solid waste and Recycling Materials Contract with Waste Management

2015 Waste Management Report

In accordance to the Solid Waste Franchise Agreement, paragraph 9.3, Waste Management's yearly review is due. The areas to be reviewed are as follows, per paragraph 9.1 of the contract;

A. Number of complaints received pursuant to paragraph 9.2 herein and Contractor's Performance in resolving the complaints in a professional and expedient manner.
B. Contractor's responsiveness to direction given by Authorized Representative.
C. The number of times the Contractor has had to pay liquidated damages pursuant to 25.0 herein.
D. Contractor's participation in community meetings sponsored by the City and Contractors performance in resolving complaints received at those meetings in a professional expedient manner.
E. Contractor's financial viability to continue in performing the collection disposal services as required by this agreement.

In each of these categories, we will assign a grade of: unacceptable, acceptable but needs improvement, or good designation.

A. Number of Complaints- Acceptable, but Needs Improvement

According to the agreement, anything over 10 is eligible for liquidated damages charges, therefore 10 would be considered an "acceptable, but needs improvement" rating.

The complaints that are received by the city are forwarded by email or phone to Waste Management. At the end of each month, Waste Management reports back to the number and location of complaints for each month. When Public Works received a call from a resident, the general attitude was one of satisfaction. Many who called Public Works directly stated they did not want to file a "formal" complaint but did want to voice some concerns. Those concerns stemmed from dealing with Waste Management customer service directly. This has been an issue with the residents for the past two (2) years and does not seem to be improving. The initial issue may have been missed pick-ups but became more frustrating to the resident when trying to get a resolution through the Waste Management customer service line. The main issues I am hearing are that residents need to keep calling the number numerous times and then are being told there is no record of previous calls, they are also being told it will be weeks before yard waste can be picked up, they are being given a date of service and not getting service on that date and when asking for a supervisor to return their call, no return call to the resident is made. Residents indicated that the issue they have had with Waste Management is resolved more quickly when they contact Public Works directly instead of the Waste Management customer service line.

This year, the data reported by Waste Management for 2015 had no formal complaints listed. Public Works, however, did receive five (5) "formal" complaints. Frustration among the residents resulted in numerous calls to the Mayor, Council Members and the City Manager. This resulted in a "formal" complaint being sent to Waste Management, via email on October 15, by the Public Works, Director, Everett Wegerif. This complaint indicated that residents were unhappy with the poor service they felt they were receiving from Waste Management. They indicated green waste piles are lingering much longer than one week, bulk waste piles were not being addressed, missed pick-ups of entire neighborhoods on their scheduled days were being experienced. One resident called in a "formal" complaint and indicated he had stuff stacked property for service and the driver would continually pass by. He was out one day when the driver passed and he pointed at the pile and tried to get the driver to stop, but the driver just continued driving. The resident became extremely upset when the driver allegedly stopped at the end of the street leaned his head out the window and shouted an obscenity at him. Also, calls from business owners have increased with commercial customers being upset with missed pick-ups and the quality of service causing overflowing dumpsters at businesses. One business owner phoned in a "formal' complaint about him not getting the proper dumpster service that he pays for. He stated that the trucks pass his business by without out emptying his dumpster but will service other dumpsters in the area. A

resident phoned in a "formal" complaint about the green waste service she was receiving. The resident stated that the truck often passes by her piles, that are stacked and cut according to Waste Management regulations, but services everyone else on the street. The last "formal" complaint was phoned in by a resident that was driving around the City and noticed street cans throughout the City always seem to be overflowing with trash. The resident also stated that in the area where she resides, there was trash, such as a cut up shower stall, out for service for weeks and could not get any resolution when calling the Waste Management customer service line.

It should be noted, that the number of missed pick-ups listed on the Waste Management reports for 2015 was high especially since the numbers in this report does not include the last two weeks of December. The total number was 400, which is slightly higher from last year even without including the last two weeks of December, with July having the highest amount with a total of 45 missed pick-ups. This high number was due to the 4th of July holiday resulting with some residents not receiving their pick up on the next normal schedule date after the holiday, but the following day instead. The total number of missed pick-ups for commercial customers was 78 and the total for residential customers was 322.

In addition to the missed pick-ups noted on the reports, some residents called in to this office to report their concerns of missed pick-ups of green waste piles. These calls seemed to have increased from last year. Some, but not all, of these issues stemmed from residents putting the green waste out on incorrect service day or piled incorrectly. It should be noted that when Waste Management was notified of missed green waste pick-ups, the issues were resolved in a timely manner. Also, Waste Management is more than agreeable to pick-up green waste piles noted throughout the City even when they are not contractually obligated to; i.e., piles on vacant lots and piles on commercial property that do not pay for green waste pick-up.

Is should be noted that in regards to the "formal" complaints, all were handled in a timely manner by Waste Management, with the exception of the issues the residents are having with Waste Management Customer Service line. This seems to be an ongoing issue. In regard to the email sent from the Public Works director, Waste Management ordered the deployment of additional resources from the Wednesday they received the complaint through Sunday to sweep the City to remove all yard waste piles that were not getting serviced properly due to performance being impacted by the changes Waste Management made within management and route supervisors at Cocoa Hauling. They also implemented new procedures to insure the performance level improves. One new procedure implemented is that Waste Management will designate one claw truck driver to service the City five (5) days a week with assistance of clam truck for any bulk services that cannot be completed by the crew drivers. Since this has been implemented, it seems calls from residents with concerns or complaints have decreased.

With the first category of Number of Complaints, we give Waste Management a designation of "Acceptable but Needs Improvement".

B. Responsiveness to Direction-Good

In accordance to paragraph 9.2 of the agreement, if notified by 12:00 noon of a customer concern, the contractor has until 5:00 pm of the same day to make contact with resident and/or resolve the issue. If notified of an issue after 12:00 noon, the contractor has until 12:00 noon the following day to make contact and/or resolve customer complaints. When notified by the City, the contractor seems to be applying the same criteria. The City complaint or issue may not get resolved in the time frame, but it is properly addressed in that timeframe and a resolution is soon to follow. There were a few exceptions where a request for pick-up was made when contact from the City had to be made multiple times, but generally their response time has been acceptable

When the city staff makes requests for tagged locations lists, and other information from Waste Management, the response in 2015 has been acceptable. When a resident calls Public Works directly with issues and Waste Management was notified by Public Works, the response time was excellent. When these calls were followed up on, most, if not all of the customers have indicated that their issues were resolved to their satisfaction. When

the City makes calls or emails Waste Management, we have had excellent response time, usually within the hour, and issues get resolved in a timely fashion. Communication with Waste Management contacts and Public Works staff has improved greatly resulting in better service throughout the City. However, as stated above, the response time when a resident calls the Waste Management customer service line is poor. With this in mind, the category of responsiveness to given direction, the rating is "Good".

C. Number of Liquidated Damages-Good

The third category of review is the number of times the contractor has had to pay liquidated damages. At no time in 2015 did the City of Cocoa feel justified in charging liquidated damages. For this reason, in the category of Liquidated Damages the rating is "Good".

D. Participation in Community Meetings- Good

In 2015, Waste Management representatives attended the Town Hall meeting at District 1 to address customer concerns. They are willing to attend public meetings as requested. Therefore, Waste Management's participation was "Good".

E. Contractors Financial Viability- Good

There is no reason for the City to believe that the contractor is not financially viable to continue service.

REQUESTED IMPROVEMENTS

Reduce the number of missed pick-ups. Although resolved in a timely manner, there seemed to be a high number of missed pick-ups throughout 2015. Since communication between Waste Management and Public Works has greatly improved, service of issues phoned in by dissatisfied customers has greatly improved. However, there still seems to be a communication issue between Waste Management's customer service line and the customers. Some improvements need to be made to ensure issues that are being phoned in on the Waste Management customer service line are being handled with the customer's best interest in mind. Incorrect information is still being given to the customers and it is very frustrating for them when they are told there are no records of previous calls made.

Overall Evaluation Rating: Good –

Waste Management is continuing to provide a quality service for the City of Cocoa. Although there were some minor incidents that were resolved, the overall opinion of the service that Waste Management is providing for the City is "Good".

Legislation Details (With Text)

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Title:	Approve the revised and updated Community Services Department Housing Program Policies and Procedures as required by the 2013 HOME Final Rule and in accordance with the proposed draft of the SFY2016-2019 SHIP Local Housing Assistance Plan. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Housing Policies and Procedures 2-9-2016.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 27, 2016
Agenda Date: February 9, 2016
Prepared By: Nancy A. Dresser, Deputy Community Services Director
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approve the revised and updated Community Services Department Housing Program Policies and Procedures as required by the 2013 HOME Final Rule and in accordance with the proposed draft of the SFY2016-2019 SHIP Local Housing Assistance Plan.

BACKGROUND:

Staff has revised and updated the City of Cocoa's Housing Program Policies and Procedures as required by the 2013 HOME Final Rule and in accordance with the proposed draft of the SFY2016-2019 SHIP Local Housing Assistance Plan which will be submitted to the State by May 2016. The revisions and updates to the policies and procedures include:

- The Monitoring Policy, which was a separate policy was incorporated in to the overall Housing Program Policies and Procedures.
- Added the 2013 HOME Final Rule as it pertains to the monitoring of HOME financed rental housing.
- Revised the title of the various programs to match the State's recommendations: Housing Rehabilitation was changed to Owner-Occupied Rehabilitation and Housing Replacement was changed to Demolition/ Reconstruction, all references to "minor repair" were deleted.

- Based on the State's recommendation, revised applicant assistance from "first come, first ready" to "first qualified, first served basis".

- Preferences (income level, elderly, or special needs) as required by the various funding Agencies, were established.

- Housing strategies that promote greater sustainability and affordability in accordance with Section 420.9075(3)(d), F.S. were added.

- Various items as they relate to purchase assistance and ownership were clarified.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - The revisions to the Housing Policy and Procedures will clarify the City's affordable housing programs which raises the quality of life for its residents, especially those underserved and disadvantaged

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

On September 23, 2014, City Council approved a revision to the Housing Policies to reflect the 2013 HOME Final Rule.

On April 28, 2009, City Council approved a revision to the Purchase Assistance Program Policy.

On November 13, 2007, City Council approved an amendment to the Housing Rehabilitation, Minor Repair, and Housing Replacement Programs Policy.

RECOMMENDED MOTION:

Approve the revised and updated Community Services Department Housing Program Policies and Procedures as required by the 2013 HOME Final Rule and in accordance with the proposed draft of the SFY2016-2019 SHIP Local Housing Assistance Plan.

CITY OF COCOA

COMMUNITY SERVICES DEPARTMENT

HOUSING & NEIGHBORHOOD SERVICES DIVISION

HOUSING PROGRAM POLICIES & PROCEDURES
FOR PURCHASE ASSISTANCE, OWNER-OCCUPIED REHABILITATION, DEMOLITION/RECONSTRUCTION PROGRAMS, SUBSIDY LAYERING AND MONITORING

Council Adoption of Revision –

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I. OBJECTIVE

This policy is designed to be utilized by the City of Cocoa's Community Services Department's Housing & Neighborhood Services Division staff in implementation of its federally funded *Community Development Block Grant* (CDBG) and the *HOME Investment Partnership Programs* (HOME) administered by the U.S. Department of Housing and Urban Development (HUD), and the state funded *State Housing Initiatives Partnership* (SHIP) Program, and any other grant funding the City may receive.

The intent of this policy is to clearly identify the specifications under which staff will implement programs that provide purchase assistance, owner occupied rehabilitation, , and demolition/reconstruction (when it has been determined economically unfeasible to rehabilitate) assistance to owner occupied households at or below 80% of median income. Additionally, subsidy layering guidelines are identified within this policy. The Program will be implemented in partnership with private funding whenever available. The policy identifies authority levels for approval and eligibility restrictions, which exceed federal and state requirements.

II. DEFINITIONS & REFERENCES

- Section 420.907 et seq. Florida Statutes, State Housing Initiatives Partnership Act.
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et seq., State Housing Initiatives Partnership Program.
- Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.
- 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.
- 24 CFR Part 570, regulations, Community Development Block Grant Program.

Appeal Procedure: Established procedure by which an applicant or client may make a complaint or appeal a decision made by the Community Services Department's Housing and Neighborhood Services Program Staff.

Applicant: A person or household who submits a signed and completed program application for assistance.

Assets: Assets are defined by Section 8 regulations, 24 CFR Part 813. Actual or "Imputed" Income from assets is included in projected annual income. The Liquid Assets owned by the household of an Eligible Property Owner are limited to a cash value equivalent to the HUD determined annual income for a household at or below 80% of median income, adjusted for family size. Liquid assets do not include retirement accounts.

Brevard County HOME Consortium: a legal entity created through an intergovernmental agreement between Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay.

CDBG: Community Development Block Grant funds are provided to the city by the U.S. Department of Housing & Urban Development (HUD).

Contractor: Licensed contractor who has met City Housing Program requirements to perform work on housing projects and has not been debarred from performing work on federally financed projects.

Deferred Loan: A zero interest loan provided to qualified households which is forgiven without repayment upon satisfaction of all requirements of the household's agreement with the City of Cocoa.

Department: City of Cocoa Community Services Department's Housing & Neighborhood Services Division.

Eligible Property: A Single Family property, occupied as a principal residence by an Eligible Household, including the following:

1. The Owner occupied portion of a one to four family property.
2. A condominium or cooperative unit except that attached units will not be eligible for demolition/reconstruction under this policy.
3. Any of the above moved to a new foundation constructed with HOME funds.
4. Halfway housing, dormitories (including farmworker dormitories), and all types of student housing, not just student dormitories are excluded from assistance. These types of residence constitute facilities or provide short-term or transitory housing.

The Property must be located within the City of Cocoa, and have an after rehabilitation value not to exceed 95% of the median purchase price for the area, as published by HUD *(Projects performed in conjunction with the Brevard County HOME Consortium are not restricted to the city limits of Cocoa, but must be located within the boundaries of the Brevard County HOME Consortium Area).*

Eligible Property Owner: The household of the Eligible Property Owner must have a projected annual income at or below 80% of the median income level adjusted for family size. The Property Owner must occupy the property as his or her Principal Residence. A household owns the property if they:

1. Have a fee simple title; or
2. Maintain a 99 year leasehold interest; or
3. Have ownership or membership in a cooperative; or
4. Have a Life Estate; or
5. Have other forms of ownership approved by the City of Cocoa's Attorney's office.
6. Do not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest; and
7. For HOME funded homeowner rehabilitation, §92.254(c) permits four (4) additional forms of ownership: heir property, life estate, living trust, and beneficiary deed.

Fair Housing: Requirements for non-discrimination based on race, color, sex, religion, handicap, familial status or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS 750.

General Property Improvements: These improvements include rehabilitation items which are corrections of health and safety code violations, but are improvements which place the unit in a readily maintainable condition for a useful life of at least five (5) years.

HOME: HOME Investment Partnership Program administered by the U.S. Department of Housing and Urban Development and disbursed through the Brevard County HOME Consortium.

HUD: United States Department of Housing and Urban Development.

Income: Projected annual income established in compliance with HOME, CDBG and SHIP regulations, specifically established at 24 CFR Part 813, the Section 8 regulations.

Income Limits: The City shall use the most current income limits issued for the program that is assisting the client (HUD or the State).

Liquid Asset: Liquid assets are those in the possession of the household seeking assistance which can readily and promptly be turned into cash in a savings or checking account or a CD less than 3 years old. The following are excluded: retirement accounts, CDs over 3 years old, savings bonds, jewelry, guns, cameras, and equity in boats, RVs, and campers.

Minimum Investment: The City shall ensure that the minimum HOME investment (or whichever funding source is used) is met.

Minimum Property Standards: Minimum Property Standards establish certain minimum standards for buildings constructed under various HUD programs. The Standards include specific requirements for the durability of such items as doors, windows, painting and wall coverings, kitchen cabinets and carpeting. The standards ensure that the value of the home is not reduced by the deterioration of these components. (HUD Handbook 4910.1)

Ownership interest: must be in good, marketable title, subject to only certain restrictions (such as HOME resale restrictions, mortgages, deeds of trust, or liens or instruments that secure debt on the property), provided these are approved by the City.

Principal Residence: The household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption. The household may not vacate the unit for more than 120 non-consecutive days in any one calendar year for any reason, other than a hospital or nursing home stay.

Program: Housing & Neighborhood Services Division's Purchase Assistance, Owner-Occupied Rehabilitation, and Demolition/ Reconstruction Programs.

Reconstruction: permitted for units that were destroyed by disaster and are not standing on the site at the time of project commitment, provided that HOME funds are committed within 12 months of the date of destruction.

Rehabilitation: All units determined to require rehabilitation through housing grant funds shall be brought up to meet, at a minimum, the Florida Building Code approved by the City of Cocoa and the Program's written rehabilitation standards. Properties must meet local codes, grant funding requirements, including zoning regulations. Each major system must have a remaining useful life of at least five (5) years. Major systems include: structural support; roofing; cladding and weatherproofing (e.g. windows, doors, siding, gutters); plumbing; electrical; heating; ventilation; and air conditioning.

Demolition/Reconstruction: All units that exceed $45,000 in rehabilitation assistance may be determined to require replacement. In cases where it is determined that the housing structure cannot be reconstructed on the same site, the eligible applicant will receive assistance in obtaining a new site and the original property will be deeded to the City of Cocoa, or to an organization designated by the City (i.e., CHDO or Habitat for Humanity).

Standard Housing Code: Minimum standards for basic equipment and facilities for all buildings intended for occupancy by owner-occupants or renters shall be in accordance with the Florida Housing and Building Codes. This is also the minimum standard for rehabilitation performed with grant program funds.

Students: The 2013 Rule specifically excludes certain students from participating independently in the HOME program. The HOME program adopts the Section 8 Housing Choice Voucher (HCV) program restrictions on student participation found at 24 CFR 5.612, which exclude any student that:

1. Is enrolled in a higher education institution
2. Is under age 24
3. Is not a veteran of the U.S. military
4. Is not married
5. Does not have a dependent child(ren)
6. Is not a person with disabilities
7. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income.

Excluded students are prohibited from receiving any type of HOME assistance, including renting HOME-assisted rental units, receiving HOME tenant-based rental assistance, or otherwise participating in the HOME program independent of their low- or very low-income families.

Subordination: The process of placing, ranking, or positioning a mortgage as secondary to the primary mortgage.

Uniform Physical Conditions Standards (UPCS): uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR 5.703. These standards are newly adopted for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirements at §92.251.

III. DIRECTIVES

A. PROGRAM ADMINISTRATION:

The City of Cocoa's Community Services Department's Housing & Neighborhood Services Division shall be responsible for the administration of the Purchase Assistance,Owner-Occupied Rehabilitation, and Demolition/Reconstruction, Programs.

B. ELIGIBILITY:

1. Applications shall only be received from homeowners that reside within the city limits of Cocoa. Homeowners whose property lies outside the City of Cocoa will not be accepted. These homeowners will be referred to the appropriate office within that municipality.

2. Applications from owners of trailers, mobile homes and other manufactured housing will not be accepted for this Program except when the unit is eligible for replacement with a site-built home or the city receives a grant which specifically allows assistance of such units. Applicants must submit a signed and dated application (provided by the Housing and Neighborhood Services Division) verification of ownership of an eligible property, verification of current homeowners' insurance, verification of payment of all taxes, verification of current mortgage statement (if any) and utilities, and verification of income and assets in a format approved by the City in accordance with the regulations of the grant funding. Completed applications are reviewed by staff in order of date received.

3. In the event a County, State, or Federal Disaster declaration is made, applicants who need assistance due to damage or destruction incurred during the disaster event will be given precedence over other applications; and

4. If property insurance proceeds or disaster assistance (FEMA, SBA) is received, proceeds must first be applied towards the repairs/rehabilitation of the property before the City provides any form of assistance. A statement of benefits along with proof of repairs must be provided.

5. Applicant must be a homeowner named on a Warranty Deed, Quit Claim Deed or other recorded document which the City Attorney's office has determined demonstrates a valid ownership interest.

6. The assistance level is determined by income level as listed in Section III.D.5.

7. If a property is owned by more than one individual, the residency of the co-owner(s) (spouse, former spouse, family member, friend, etc.) must be verified.
   a) If the co-owner(s) reside in the household, then the co-owner(s) income must be included in the eligibility determination.
   b) If the co-owner(s) has documented his/her residence at another location, then the co-owner(s) income is not calculated in to the household income. However, he/she must sign the Agreement with the City and the mortgage lien.

   It is important to note that the State of Florida does not have a "legal separation" provision. As a result, if an applicant is still married, it doesn't matter if he or she does not still reside in the property with their spouse.

8. Applicants who have been determined to be Eligible Property Owners are served on a first qualified, first served basis, based on the date of determination of eligibility after review of the completed application. Applicants may be required to re-verify income and residence, after a time period determined by the grant funding, whichever is strictest. In addition, the City reserves the right to request additional or updated information at any time during participation in the program. In the event that there is an income, elderly or special needs preference, those grant required preferences will be shown priority in assistance.

9. Applicants may not be given assistance if they have demonstrated their intention to sell or transfer their property within the next year; have a judgment, tax lien or other government lien on their property; or are determined to not have a good ownership interest through the underwriting review conducted by Program staff. Additionally, applicants may not be given assistance if they are more than one (1) month behind on their mortgage payment or utility payments.

10. To complete determination of applicant eligibility, the Program staff will request a title search (Ownership & Encumbrance Report) of the proposed property to determine ownership interest and eligibility of the property.

11. An underwriting review is conducted to ensure that City administered funds are utilized in a manner that ensures that financial accountability standards are met. An Applicant whose property has liens recorded against it which in total are in excess of the Property Appraiser's assessment of value of the property for the most recent assessment year shall be restricted to assistance or may be deemed ineligible and not assisted at all.

12. If an Applicant is determined to have impediments (e.g. liens, judgments, water liens, code enforcement liens/issues) to receiving assistance through these City Programs, staff will provide guidance and counseling to the Applicant to remove these impediments. Applicants are not Eligible Property Owners until all

impediments have been removed or, alternatively, the level of assistance may be restricted due to the severity of the impediment(s). In these instances, limited assistance may be provided which eliminate public health or severe code deficiencies.

13. Applicants who are determined to be ineligible for assistance or who decline assistance through the Program must first show proof that their circumstances have changed to warrant a review and complete a new application. They will be considered new applicants at that point.

14. All properties assisted with federal or state funds, may be subject to an environmental review, lead based paint testing and abatement, and/or asbestos testing.

15. If it is determined that the property lies in a flood zone, the owner will be asked to demonstrate that there is flood insurance carried on the property until close-out of the project.

16. All applicants for owner occupied rehabilitation must have homeowners insurance. If the home is uninsurable due to code issues, the applicant must provide documentation that homeowners insurance shall be obtained upon completion of rehab assistance.

17. Ineligible Applicants will be counseled on the City Approved Appeal Procedure.

18. Assistance shall not be provided to any property owner with an active code enforcement lien. All code liens must be satisfied prior to housing assistance.

19. Items in project case file shall consist of: underwriting information, applicant information, legal documents, property information, and construction management.

20. Items in case file shall consist of: project documentation, participant eligibility, property eligibility, property standards, eligible costs, contractor selection, construction management, loan processing and servicing, and on-site inspection.

21. The timeframe for income source documentation shall be 2 months for HOME assisted activities.

C. MARKETING:

I. The City of Cocoa shall abide by the Brevard County HOME Consortium Affirmative Marketing Policy.

II. The City shall take affirmative marketing steps to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area. A wide range of marketing strategies will be implemented to ensure that eligible persons have a reasonable opportunity to be informed about

the program opportunities being carried out by the City of Cocoa and the Brevard County HOME Consortium.

III. On an annual basis, the City will review its marketing efforts to assess fair housing outreach and update the Analysis of Impediments as needed.

D. DETERMINATION OF WORK/OWNER-OCCUPIED REHABILITATION:

I. Upon determination of property eligibility, Program staff will inspect the unit utilizing the Florida Building Code for existing housing adopted by the Cocoa City Council and Department approved rehabilitation standards, and will prepare work specifications and a cost estimate.

II. Rehabilitation Standards must be adequate to extend the useful life of the property for at least five (5) years, preferably longer, to protect the security of the rehabilitation deferred payment loan. Department approved rehabilitation standards shall include, at a minimum:

a) Correction of all violations of the Florida Building Code.

b) Correction of observable and identifiable problems which would lead to the violation of the Florida Building Code within the lien period.

c) Incidental repairs related to work performed under 2.a) or b) of this Section. (e.g. repair and painting of wall due to roof leak)

d) Addition of energy efficiency improvements which decrease the operating cost of the unit.

e) All replacement materials will meet FHA Minimum Property Standards and applicable industry standards.

f) Household systems and equipment shall be replaced on a unit for unit basis. Determination shall be based on need and safety of the household, including size of household and handicapped status of household member(s).

g) Barrier free items, such as, building/installing wheelchair ramps, grab bars, accessible showers, handicap toilets, sinks/faucets and widening of doors.

h) In accordance with Section 420.9075(3)(d), F.S, the City of Cocoa shall expend SHIP funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green building principles, storm-resistant construction, or other elements will be incorporated in all housing strategies both for sustainability and to promote greater affordability.

III. All units assisted with federal funds will be evaluated for the potential presence of lead-based paint and asbestos. Owners will be noticed on the hazards of lead based paints. The treatment of defective paint surfaces is required.

IV. Property Owners who are determined to be eligible for assistance shall receive financial assistance for the repair, rehabilitation or reconstruction of their home in accordance with the following schedule, under the requirements defined in Paragraph 6 of this section:

INCOME LEVEL ADJUSTED BY FAMILY SIZE*	MAXIMUM ASSISTANCE
0 – 50% Median Income	$40,000 - Homebuyer
51 – 80% Median Income	$35,000 - Homebuyer
80 – 120% Median Income	$30,000 - Homebuyer
0 – 80% Median Income	$45,000 – Rehabilitation $125,000 – Demolition/Reconstruction

**The median family income is based on census data on family incomes updated using a combination of bureau of labor statistic earnings and employment data, Census P-60 median family income data, and Census American Community Survey data on changes of state median family incomes.*

6. The following requirements are placed upon the determination of Maximum Assistance:
   a) The level of award is supported by the average age of the City's current housing stock, increase in construction materials, and the increase in replacement costs.

7. Upon completion of the work specifications by Program staff, the Owner will review the proposed work specifications and consent to the specifications in writing. Any issues relating to the proposed work will be resolved before proceeding to Contractor procurement.

8. If a property is determined to require rehabilitation in excess of the funds available through the Program, the owner will be notified. The owner will be provided the opportunity to secure private financing for necessary rehabilitation or demolition/reconstruction whose cost is in excess of available funds. If additional funding is not identified, the property will be assisted to the extent possible with the available financial resources or in the case of rehab put on a demolition/reconstruction waiting list until funds are available.

9. Occupancy and special needs of demolition/reconstruction units:

   1. All persons living in the household at the time of application shall be included when computing family size and income.

   2. Occupancy standards shall be consistent with the Florida Building Code approved by the Cocoa City Council and local zoning requirements. The existing number of bedrooms shall be replaced unless determined to be inadequate for the size of the household.

DEMOLITION/RECONSTRUCTION HOUSING The following requirements apply to units which are demolished and replaced through this Program. Demolition/Reconstruction housing can be carried out by demolishing the existing structure and constructing a new home on the same site or by having the homeowner deed the existing property to a Community Housing Development Organization (CHDO) or a non-profit organization that owns property and is willing to, with an agreement with the City, exchange properties and construct a replacement home on a different lot within the City:

a) Unless the existing mortgage holder agrees to the demolition and reconstruction, the property must be free of encumbrances and mortgages.

b) $125,000 is the maximum amount allotted per unit for demolition/reconstruction house. The eligible property owner will be required to obtain other financing (or funds) for the remainder of the cost to construct, if needed.

c) The Building Valuation Data published annually by the Florida Building Code as adjusted for the region which includes Brevard County will be utilized to determine reasonable cost of construction by the Florida Building Code plus 5%, shall serve as the maximum cost allowable under this Program for construction of the new unit.

d) Applicants may not have a vested interest in any other property, which could be used as their primary residency.

The City has the right to replace homes based on the severity of the condition of the home and the imminent danger of the structure to the people living within the unit.

E. OWNER CONTRIBUTION:

If the recipient receives FEMA assistance or insurance proceeds, those funds must go towards the rehabilitation or reconstruction of their home first.

Households with more than $4,000 in liquid assets must apply those additional assets beyond the $4,000 towards the rehabilitation or reconstruction of their home. Liquid assets do not include retirement accounts.

F. CONTRACTOR PROCUREMENT:

All Local, State and Federal procurement policies must be adhered to during the program's Contractor selection process. The City's local procurement policy is the Financial Operations Manual (FOM). The FOM is adhered to for all housing related procurements.

G. AGREEMENT AND LIEN:

1. Upon receipt of an approved quote or bid, the Eligible Property Owner will be requested to sign an agreement which stipulates restrictions on the transfer or

resale of the property, includes the scope of work to be performed; and identifies the City as a party to the Agreement as the Owner's agent to contract for and carry out the agreed upon repairs and improvements. All Eligible Property Owners must demonstrate adequate insurance coverage, including flood insurance, if so required, for the duration of the construction period. Eligible Property Owners are counseled on the importance of maintaining coverage after construction is completed.

2. Agreements will be executed in accordance with the City's Financial Operations Manual (FOM).

3. Assistance will be provided in the form of a deferred payment loan, secured by a mortgage lien recorded against the property. The mortgage shall not incur interest, nor shall payment be required if the property continues to be used as the Principal Residence.

4. The affordability period is determined by the grant or the following (whichever is stricter):

Rehab less than $15,000	5 year lien forgivable at 20 percent per year
Owner Occupied Rehab $15,001 - $45,000	10 year lien forgivable at 10 percent per year
Demolition Reconstruction	20 year lien forgivable at 5 percent per year
Homebuyer Assistance	10 year lien forgivable at 10 percent per year

5. If HOME funds are used, HOME affordability rules apply over the above affordability periods. The HOME affordability period starts from the date that the activity is closed in IDIS.

6. The lien recorded against participant's properties will specifically state that transfer of ownership "shall constitute a default and the balance of the Note unforgiven shall become due and payable in full." In addition, the Note shall specify that "the remaining balance will accrue interest at 3% annum at the time of default. If the City does not demand payment upon default, such action does not constitute a waiver." The mortgage amount is depreciated on an annual basis if the following conditions occur:

   - The homeowner continues to reside in the unit in accordance with the terms of the Agreement; and
   - The eligible homeowner provides proof that all insurance, mortgage payments and taxes are current; and
   - The property is free of all code violations.

- The property has not been rented out.

- Deployment does not constitute a default.

On, and only on, each anniversary date of the execution of the mortgage, the value of one year's payment will be deducted (if applicable) from the balance owed when all of these conditions are satisfied.

7. The deferred mortgage lien is recorded prior to commencement of the construction project.

8. Rehabilitation assistance used for handicap accessibility or wind mitigation/retrofit improvements, may be disbursed as a grant.

9. Any post-construction agreements or warranties are between the Homeowner and the Contractor and should only be completed after all the work is completed with under the City's Agreement.

10. Homeowner is required to pay for the cost of the satisfaction of mortgage upon expiration of the lien.

H. TEMPORARY RELOCATION:

The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. In the case of owner occupied rehabilitation, demolition/reconstruction and homebuyer assistance, it is anticipated that temporary relocation is not necessary. Relocation assistance provided by the City to Owners, when determined to be necessary by Program staff, shall be in accordance with the URA.

- 49 CFR Part 24 is the government-wide regulation that implements the URA.

- HUD Handbook 1378 provides HUD policy and guidance on implementing the URA and 49 CFR Part 24 for HUD funded programs and projects.

I. SWEAT EQUITY:

In order to prevent costly delays and interruptions to the Contractor's schedule, an owner (including relatives and/or friends) may not perform work on the Eligible Property during the construction period. Should an Eligible Owner wish to perform some improvements to the Property which is outside the scope of the work write-up, those improvements must be performed prior to the Contractor solicitation, or after the job has been completed and final payment has been made.

In addition, the homeowner may not change the scope of services with a Contractor by offering to complete a certain task(s) in exchange for other work to be done. If this occurs, it will constitute a violation of the Construction Contract and could result in the Contract being terminated. In addition, any monies expended would then become the responsibility of the Contractor and/or homeowner.

J. PAYMENT PROCEDURE:

1. Funds are secured by a Purchase Order prior to the start of construction, as stipulated in the agreement. Funds are disbursed in accordance with the disbursement schedule, (upon written request of the Contractor, and authorization of the Owner, Housing Program Manager and Deputy Director of Community Services Department).

2. Change orders shall be approved by the City and the property owner. The Change Order shall be added or deducted from the purchase order and all documents will be amended accordingly.

3. Upon receipt of an invoice from the Contractor, both the owner, Housing Program Manager, and the City of Cocoa Building Inspector shall inspect work for quality and completion.

4. Payment will be issued to the Contractor within 30 days for such amount as the City determines to be properly due. If payment is withheld, the City will state in writing, within 5 days, cause for withholding a payment. The City reserves the right to withhold payment for defective work and/or pay subcontractors directly.

5. The City on the basis of reasonable and verifiable evidence, may withhold from any payment, such amounts as may be necessary for protection of the Owner against loss caused by:
   a) Defective work not remedied;
   b) Third party claims filed;
   c) Failure of the Contractor to make payments to Subcontractors;
   d) Failure to pay for material, equipment or labor; and/or
   e) Failure to perform the work in accordance with the Agreement documents or to provide a construction schedule as required by the Agreement.

6. Contractors contracted for rehabilitation/reconstruction work in which the City's funding commitment exceeds $15,000 will have ten percent (10%) of their progress payment requests subject to retainage. The retainage will not be released until all work is completed, all necessary paperwork is received and the City closes out the project. If there is a dispute over quality or completion of work, the retainage shall be held until resolution occurs.

7. Final payment shall not made until the Contractor provides Release(s) of Liens, copies of permits to the Department, all inspections are completed, and copies of the Project Warranty and the Close-out form are submitted.

8. Any incidence of inadequate performance by a Contractor will be documented in accordance with City policy and procedure. Contractors may be suspended or debarred from further participation in the City's Housing Programs.

K. CLOSE-OUT PROCEDURE:

Assistance is completed upon final acceptance by the Owner of completed work and Program authorization for final payment.

L. ASSISTING PREVIOUSLY ASSISTED UNITS & MAXIMUM ASSISTANCE LIMIT:

Households which have previously been assisted through the City's housing programs shall be limited to receiving one additional instance of repairs. These repairs shall be limited to health/safety repairs whose cost shall be no more than $15,000 if the household has no need for handicap accessibilities. If client is elderly or has need of handicap accessibilities, assistance will be up to $45,000 for handicap accessibilities to include (but not limited to) ramps, grab bars, and walk-in showers.

Households which have previously been assisted with HOME funds may be assisted during the first year of project completion. After the first year, no additional HOME funds will be provided to a HOME-assisted project during the relevant period of affordability.

M. SUBORDINATION OF CITY LIENS:

1. An Owner requesting a subordination of the City's lien must make this request in writing, indicating the reason for the request.

2. Only subordination requests which increase the affordability of the housing unit, or assist a household with medical expenses, not associated with consumer debt, shall be considered.

3. As indicated in Resolution 97-18, The City Manager or Designee must authorize any subordination requested. Staff will identify for the City Manager or Designee, the current status of the City's equity position and the equity position if the subordination request is approved.

4. The Owner may be charged any recording fees necessary for the subordination.

N. DEATH OR RELOCATION OF ELIGIBLE PROPERTY OWNERS:

Upon the death or relocation of the Eligible Property Owner during the mortgage period, the mortgage balance shall become due in full. The City of Cocoa will require repayment of the mortgage balance at the time of refinancing of the property. If no

refinancing of the property occurs at the time of death or relocation of the Owner, the mortgage balance shall cease to depreciate and will be frozen at the balance in place at the date of death or relocation. The lien will continue against the property until repayment is made or the lien period is concluded. At any time during the lien period, the Owner, or heir shall have the right to repay the current balance without penalty.

In cases wherein death or relocation of the Eligible Property Owner has occurred, the City will notify the owner or surviving heir(s) of the following options:

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

- The individual(s) who inherits the home wishes to reside in the home as their primary (Homestead Exemption) residence; and

- The individual(s) are willing to meet all program requirements, including but not limited to, certification of their income/assets and assuming responsibility for the City's lien.

Option I satisfies the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight. However, if the heir is unable or unwilling to meet the requirements of Option I, the City will pursue Option II.

Option I. is not offered to owner or surviving heir(s) of a reconstructed home. Owners or surviving heir(s) of a reconstructed will be notified of Option II and Option III.

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

- The individual(s) who inherits the property pays the balance due; or

- The individual(s) who inherits the home obtains a new lien against the property in their name satisfying the City's lien; or

- The individual(s) who inherits the property sells the home, thereby satisfying the City's lien. The remaining proceeds from the sale of the home once the City's lien is satisfied would belong to the heir(s).

Option II is still in line with the City's goal of promoting decent and safe affordable housing units while eliminating slum and blight because the recaptured funds are then used to help other projects. However, if the heir is unable or unwilling to pursue either of the strategies in Option II, the City will pursue Option III.

OPTION III. Declare the Notes in Default & Bring Foreclosure Action:

If Option I or II cannot be satisfied, the City will declare the notes in default and bring foreclosure action on the property. Option III is still in line with the City's goal of promoting decent and safe affordable housing because the home will then be used to provide housing to another qualified applicant.

O. APPEALS:

Any Applicant or client wishing to make a complaint or appeal a decision made by the Program shall be given a copy of the City Approved Appeal Procedure.

P. FOLLOW-UP:

Periodic follow-up contacts with the property owner(s) at 30 day, 60 day and 12 month intervals are scheduled by the Program Staff to ensure compliance with program guidelines and ascertain additional counseling needs. In addition, on an annual basis City staff will request updated copies of the homeowner's insurance, taxes and mortgage (if applicable) statements to ensure that the are current.

IV. PURCHASE ASSISTANCE PROGRAM POLICY

I. PURPOSE

The purpose of this document is to establish the policies of the City of Cocoa's Purchase Assistance Program (PAP) so as to promote fairness and equitable treatment of applicants and recipients of program assistance. The scope of the program is to provide purchase, closing costs, and rehabilitation assistance to very low-, low- and moderate-income buyers purchasing housing units in the City limits of Cocoa. Policies are written in accordance with the enabling legislation

and implementing regulations of the State Housing Initiatives Partnership Program (SHIP), administered by the Florida Housing Finance Corporation (FHFC) and the HOME Investment Partnership Program (HOME), a housing grant of the U.S. Department of Housing and Urban Development (HUD).

II. PROGRAM GOALS

In accordance with the needs identified, the priorities established, and the objectives and strategies outlined in the City's Consolidated Plan, annual Action Plan, SHIP Local Housing Assistance Plan, and the Housing Element of the City's Comprehensive Plan, and in accordance with the 2013 HOME Final Rule, the goals of the Purchase Assistance Program are:

- *the provision of affordable housing to low income households; and*
- *the preservation of existing housing stock.*

III. REFERENCES

- Section 420.907 et. seq. Florida Statutes, *State Housing Initiatives Partnership Act.*
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et. seq., *State Housing Initiatives Partnership Program.*
- 24 CFR Part 92, 2013 HOME Final Rule*, US Department of Housing and Urban Development*.

IV. DEFINITIONS

Affordable means that monthly mortgage payments including taxes and insurance do not exceed 30% of that amount which represents the percentage of the median annual gross income for the household's income group (e.g. very low- or low-income group). It is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark.

Applicant means a person or household who submits a signed and completed Purchase Assistance Program application for assistance.

CDBG means Community Development Block Grant.
Department means the Housing and Community Services Department of the City of Cocoa.

FHFC means the Florida Housing Finance Corporation.

General Property Improvements mean those improvements which are not corrections of health and safety violations, but which place the unit in a readily maintainable condition and conform it to other standard units in the local housing market.

HOME means HOME Investment Partnership Program.

Homeownership defined in §92.2 and is revised to clarify that, contract for deed, installment contracts and land sales contracts are specifically excluded.

Low income means that the household income is 51% to 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Melbourne-Titusville-Palm Bay (Brevard) MSA means the Metropolitan Statistical Area used for demographic data purposes.

Moderate income means that the household income is 81% to 120% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Principal Residence means the household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption.

Rehabilitation means repairs or improvements that are needed for safe or sanitary habitation, correction of substantial code-violations, or the creation of additional living space in accordance with the Florida Building Code.

SHIP means the State Housing Initiatives Partnership Program.

Very low income means that the household income is below or equal to 50% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

V. ELIGIBILITY

1. Household Eligibility
   a. The applicant's household income may not exceed 120% and 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA as determined annually by HUD when using SHIP and HOME or CDBG funds respectively.
   b. Households with more than $4,000 in liquid assets within a savings or checking account must use the difference towards the purchase of the home.
   c. The applicant and/or co applicant must have received City-approved homebuyer education and one-on-one housing counseling.
   d. The applicant must be able to obtain to obtain a 30 year first mortgage through a non-predatory lending institution.
   e. The applicant must be able to provide proof of responsible lending and sustainable (e.g., no predatory loans) in accordance with §92.254(f).

2. Unit Eligibility
   a. The unit must be located in the city limits of Cocoa.

b. The purchase price of the unit may not exceed 90% and 95% of the median area purchase price for existing homes or new construction in the Melbourne-Titusville-Palm Bay (Brevard) MSA as established by the United States Department of Treasury when using SHIP or HOME funds respectively.
c. The assistance may not be used to purchase a mobile or modular home.
d. Existing units may have a swimming pool or similar amenity.
e. Reasonable closing fees may be charged. However, all fees shall be reviewed by the Housing Program Manager and approved.

i. Eligible forms of homeownership when using HOME funds:

- Fee simple title in a 1- to 4- unit dwelling or condominium unit or at least a 99-year leasehold interest, except:
    - Housing located in insular areas must have a ground lease for at least 40 years
    - Housing located on an Indian trust or restricted Indian land, for at least 50 years
    - Housing located on land owned by a community land trust, for at least 50 years
    - Manufactured housing on a ground lease that is at least equal to the applicable affordability period §92.251(e).

3. Levels of Assistance

The actual assistance will be the *minimum* amount needed to get the applicant into an affordable unit.

a. The maximum assistance for households with incomes at or below 50% of the median is $40,000.
b. The maximum assistance for households with incomes at 51% - 80% of median is $35,000.
c. The maximum assistance for households with incomes at 80% - 120% of median is $30,000.
d. When used to purchase an existing home requiring rehabilitation, $5,000 is available for any combination of down payment, closing costs and rehabilitation. Rehabilitation shall be completed in accordance with Florida Building Code. Any rehab completed shall have a minimum useful life of at least five (5) years for major systems. Work write-ups and written cost estimates shall be reviewed and approved by the City. The City shall determine if the costs are reasonable, and plans and specifications are in compliance with the City's written standards.

In order to prevent over subsidization of the homeowner or the excessive closing costs charged by the lender, the City reserves the right to refuse assistance. In such cases, the homebuyer will be asked to renegotiate the loan or to seek another lender.

3. Other Loan Terms

The assistance will be in the form of a deferred payment loan, secured by a zero percent (0%) interest mortgage in favor of the City of Cocoa and forgiven at the end of the term. In addition to the affordability period, the following terms will apply to each loan:

1. Death of the mortgagor: The passing of title due to the death of the mortgagor to other than a spouse or co-mortgagor holding an interest in the property as a co-tenant is deemed a conveyance.
2. Leasing: Leasing the premises for any period of time is deemed a conveyance.
3. Continued Occupancy: The mortgagor must reside in the assisted property as his/her principal residence for the life of the loan. If for any reason, other than a hospital or nursing home stay, the mortgagor vacates the premises for more than a period of 120 days in any one calendar year, such vacation shall constitute default.
4. Interest: There is zero interest on the loan except in the case of default, at which time the remaining balance shall accrue interest at five percent (5%) per annum.
5. Maintenance: The mortgagor must keep the property maintained and in good repair according to the Florida Building Code and all applicable codes of the City of Cocoa.
6. The homeowner will be required to pay for the cost of the satisfaction of mortgage upon expiration of the lien term.

4. Subordination of Liens

Subordination of liens will be considered for the following reasons only:

- Only subordination request which increase the affordability of the housing unit, decreases the term of the loan, provides a lower interest rate or not associated with consumer debt.
- Each request shall be reviewed on a case by case basis. The Housing and Neighborhood Services Manager has the right to deny or agree to subordination.

5. Affirmative Marketing

It shall be the policy of the City of Cocoa to affirmatively market the Purchase Assistance Program in such a way as to promote fair housing in accordance with the applicable marketing requirements of the SHIP Program regulations and the HOME rules. The City adheres to the Brevard County Affirmative Marketing Policy.

6. Selection Criteria

All assistance is subject to the availability of funds. Assistance will be on a first come, first ready basis.

Applicants cannot have owned a home within 30 days of closing and any net proceeds from the sale of a previous home should be applied to the purchase of the new home prior to receiving down payment assistance.

Applicants that have previously received state or federal down payment assistance are not eligible for assistance for six (6) months.

7. Owner Contribution

The applicant must make a minimum cash contribution towards the purchase of the home.

- Households with incomes at or below 50% of the median must contribute a minimum $500.
- Households with incomes at 51-80% of median must contribute a minimum of $750.
- Households with incomes at 81-120% of median must contribute a minimum of $1,000.
- Households with more than $4,000 in liquid assets in a savings or checking account must apply those additional assets beyond the $4,000 towards the purchase of their home.

8. Notification of Award

An award letter, also called a letter of commitment, will be issued within 30 days after the income has been certified. The award letter will be good up-to six months. Clients may be subject to a re-certification if more than 120 days have lapsed and the client has not received assistance. This will be determined on a case by case basis.

9. Purchase Assistance Program

In the event that the City shall desire to have a sub-recipient/non-profit administer the Purchase Assistance Program, the selection process shall be done according to the City's Financial Operations Manual as it relates to procurement. The sub-recipient/non-profit will administer the program based on the City of Cocoa's Housing Policies and Procedures.

10. Housing Counseling/Homebuyer Education

The Housing Counseling/Homebuyer Education Program shall at all times be administered as follows:

a) DESCRIPTION OF WORK TO BE PERFORMED

The Housing Counseling/Homebuyer Education Program shall be implemented as a turnkey operation. The agency administering the program shall market the program, schedule and make all arrangements (sites, speakers, materials, etc.) for homebuyer education classes, and provide housing counseling on an

individual basis to each homebuyer. The agency must also provide proof of attendance by homebuyers.

A. LEVELS OF ACCOMPLISHMENT

Activity #1 Housing Counseling to individual homebuyers.

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Keeping of accurate time sheet records of housing counseling staff, demonstrating actual time spent on housing counseling activities;
(b) Housing counseling must be carried out by a certified housing counselor (as defined by the National Federation of Housing Counselors, or its equivalent);
(c) File evidence of housing counseling notes.
(d) Housing counseling shall be provided in accordance with §92.254(a)(3) when using HOME funds.

Activity #2 Homebuyer Education Classes

Performance standards by which success will be measured include, but are not limited to, the following:

(a) Classes must follow, at a minimum, the Fannie Mae recommended homebuyer education course outline.
(b) Classes must include a Fair Housing Law education component.
(c) File evidence of classes, including, but not limited to copies of agendas, sign-in sheets, and class evaluations by participants.

11. SUSTAINABLE HOMEOWNERSHIP UNDERWRITING

The City shall have written underwriting standards that evaluate the homebuyer in accordance with §92.254(f) regarding:

- Housing debt and overall debt
- Monthly expenses of the family
- Assets available to acquire housing
- Financial resources available to sustain housing

12. SPECIFIC HOME REQUIREMENTS

- HOME statute requires initial purchase price/after rehab value not to exceed 95% of area median purchase price in accordance with §92.254(s)(2)(iii).
- City sponsored homebuyer units which remain unsold after six (6) months after construction shall be converted to rental units, for the rental affordability period, or HOME funds must be repaid. A ratified sales contract is sufficient to demonstrate a sale. Units can become lease-purchase only if: the City has an established lease-purchase program, and an Agreement with the homebuyer is executed before the deadline.
- In accordance with §92.254(f) the City shall ensure that loan terms of any loans to which HOME funds are subordinated are reasonable and sustainable.

- If a non-governmental lender is providing both first mortgage financing and HOME assistance (as a subrecipient or contractor), the City shall verify income eligibility and inspect housing for compliance with applicable property standards.
- For HOME funds, lenders cannot charge fees.
- The City shall follow the resale and recapture requirements of §92.254(a)(5) within the Brevard County HOME Consortium Consolidated Plan and annual Action Plans. The resale provisions clearly define “fair return” and “reasonable range of low-income homebuyers.”
- In accordance with §92.251(c) the City shall determine assisted housing is decent, safe, sanitary and in good repair. All assisted housing shall meet the Florida Building Code and shall not contain deficiencies proscribed by HUD based on inspectable items and areas pursuant to 24 CFR 5.702 (UPCS Checklist).
- The City shall inspect housing and document compliance no earlier than 90 days before commitment of HOME funds.
- The City shall rehab housing that fails to meet these property standards or HOME funds cannot be used to acquire it, in accordance with §92.251(c).
- A contract for deed (also known as an installment contract or land sales contract) is *not* an eligible form of homeownership.

13. Complaints and Appeals

Any complaint or appeal shall be submitted by the applicant in written form within 5 business days from notification of funding recommendation for disposition by the Housing Program Manager who shall respond in writing within 5 days of receipt of same, where practicable.

The Housing Program Manager's reply shall indicate the avenue of appeal which shall be to the Deputy Community Services Director. The Deputy Community Services Director will make the final determination unless the determination warrants a legal opinion, in which case, the final determination will be made by the City Attorney.

V. SUBSIDY LAYERING POLICY

I. PURPOSE

The purpose of these local guidelines is to provide guidance in evaluating projects using HOME funds in combination with other governmental assistance to ensure that no more than the necessary amount of HOME Program funds are invested in any one project to provide affordable housing.

II. BACKGROUND

Both Section 212(f) of the Cranston-Gonzalez National Affordable Housing Act, as amended, and 24 CFR Part 91, the consolidated plan final rule, require the City of Cocoa to provide a certification with the consolidated plan. This certification asserts that prior to the commitment of funds to a project, the City will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing.

III. DEFINITIONS

Governmental Assistance - Governmental assistance includes any loan, grant, (including Community Development Block Grant), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal, State or local government for use in, or in connection with, a specific housing project.

Maximum Per Unit Subsidy Limits - The amount of HOME funds that the City may invest on a per-unit basis in affordable housing may not exceed the per unit dollar limits established under section 221(d)(3) of the National Housing Act for elevator-type projects, involving nonprofit mortgagors that apply to the area in which the housing is located. These limits are available from the Multifamily Housing Division in the HUD Field Office. If the City's per unit subsidy amount has already been increased to 210% as permitted under section 221(d)(3)(ii) of the National Housing Act, upon request to the Field Office, HUD will allow the City’s per unit subsidy amount to be increased on a program-wide basis to an amount up to 240% of the original per unit limits.

As a general rule, the City will consider all the factors relevant to feasibility of a project, which may include, but are not limited to, past rates of returns (in that area for that type of project) to owners, sponsors, investors; the long-term needs of the project and its tenants; and the usual and customary fees in the development of the project. In addition, the City will also consider the population that is being served when conducting the layering review. For instance, if the targeted population is 60 percent of median income for the area, that results in one level of assistance; if the targeted population is very low-income, e.g., below 30 percent of area median income, that will result in an increased level of HOME or other assistance. If low-income housing tax credits or any HUD funding source is used, the City will rely upon the allocating agency's evaluation to ensure that HUD subsidies are not greater than necessary to provide affordable housing.

Project Evaluation:

1. Source/Uses of Funds

The applicant should provide supporting documentation for all other costs as specified in the Sources/Uses of Funds statement. If the documentation is not adequate and does not support the costs as stated, the City will request additional documentation, a second opinion and/or reference from the appropriate source (i.e. another construction cost estimator, another architect or lawyer), or deny the project HOME funding. It should be noted that for projects with tax credits to be sold, the proceeds from the sale of these credits must be identified as a source of funding.

The Sources/Uses of Funds statement should reflect the project development budget and should list all proposed sources (both private and public) of funds and the dollar amount(s) for each respective source; and all uses of funds (including acquisition costs, rehabilitation/or construction costs, financing costs and professional fees) associated with the project.

The Sources/Uses of Funds should include the commitment letters with all terms and conditions for all mortgages, grants, subordination agreements, bridge (interim) loans and investment tax credits (historical, low-income, if applicable); and if the applicant is a partnership, a copy of the partnership agreement, which will indicate the cash contributions by the general partner(s) and/or limited partner(s).

The City shall request the following: (1) earnest money agreement, option or closing statement for land and/or building(s); (2) construction cost estimate; (3) construction contract or preliminary bid(s); (4) agreements governing the various reserves which are capitalized at closing (to verify that the reserves cannot be withdrawn later as fees or distributions); (5) appraisal (to substantiate the value of the land and the value of the property after rehabilitation or the structure being built); and (6) if low-income housing tax credits are utilized, documentation on the syndication costs (legal, accounting, tax opinion, etc.) from the organization/individual who will syndicate and sell the offering to ensure that the project can support the fees necessary to syndicate/fund the project. All assumptions in the offering should be verified in the supporting documentation.

2. Certification of Federal Assistance

A formal certification from the applicant(s) will be reviewed concerning the governmental assistance provided or to be provided to a project. If no such governmental assistance is to be provided at the time of the application or in the future, the applicant(s) should certify to that fact. The applicant(s) should also certify that should other governmental assistance be sought in the future, the City will be notified promptly. These assurances may take the form of a certification.

3. Project Development Budget

Ensure that the costs being funded by the HOME Program are eligible and HOME funds per unit do not exceed the maximum per-unit subsidy limits. Focus will be on the project's quality, and construction costs, architectural and engineering fees and

consulting fees. The determination of "reasonableness" of the costs will be based on all of the following factors: (1) costs of comparable projects in the same geographical area; (2) the qualifications of the costs estimators for the various budget line items and (3) comparable costs published by recognized industry cost index services.

4. Rate of Return on Equity Investment

Scrutinize the proforma to ensure the cash flow projections are reasonable in light of the present economic conditions since the rate of return on the investment is partially predicated on the cash flow. All proformas should include, but are not limited to project income and expense statement, which should include achievable rent levels, market vacancies and operating expenses and also specify the consequences of tax benefits, if any, and any other assumptions used in calculating the project cash flow to determine the reasonableness of the rate of return on the equity investment. The proforma should represent, at a minimum, the term of the HOME affordability requirements, but longer if applicable (e.g., 15 years for low-income housing tax credit projects).

The project cash flow shall be defined as: the spendable cash generated annually (at the end of the yearly period) after all operating expenses and debt service payments have been deducted from the gross revenues of the property. The determination of a reasonable rate of return on the equity investment will be based on an evaluation of the individual project as it compares to market standards for similar investments. Using data contained in the project application, the City may evaluate several factors (e.g., cash on cash return, the internal rate of return, net equity) in determining a "reasonable" rate of return for the project. (See Table “2” for cash on cash illustration)

The City will not allow an excessive gain/profit to be derived from the project, in part due to the financing (low-income housing tax credits, low interest loans, grants, tax abatements, etc.), therefore, will establish specific standards for reasonable rates of return on the invested equity based on the project.

Overall Evaluation

If the City determines that the total amount of HOME assistance and other governmental assistance exceeds the amount necessary to make the project feasible due to the unreasonableness of the costs and/or the projected rate of return, the City will consider several options:

1) Reduce the amount of HOME assistance through reducing the development budget accordingly or increasing the non-public funding of the project;

2) Make other adjustments to the project, such as lower the rents to be charged, reduce the term of the loan in order to lower the rate of return; or

3) Deny HOME assistance if the applicant refuses to make reasonable adjustments or to limit its return/costs.

VI. MONITORING POLICY AND PROCEDURES

USING SUBRECIPIENTS, NON-PROFITS, FOR-PROFITS, AND COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS (CHDOS) TO CARRY OUT ACTIVITIES

I. Definitions and References

A. Section 420.907-9079, F.S. and Rule Chapter 67-37.019 (10), Florida Administrative Code. (State Housing Initiative Partnership Program)

B. Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.

C. 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.

D. 24 CFR Part 570, regulations, Community Development Block Grant Program.

E. Office of Management and Budget (OMB) issued Super Circular, December 26, 2013, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” The Super Circular supersedes and streamlines requirements from OMB Circulars A–21, A–87, A–110, and A–122 (which have been placed in OMB guidances); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow-up.

F. Subrecipient – CDBG: A public or private non-profit agency or organization receiving CDBG from a grantee or another subrecipient to undertake eligible activities.

G. Subrecipient – SHIP: The SHIP rule defines a subrecipient as any person or non-state entity. This would include any non-profit, consultant or other entity actively performing any administrative function of the program including application intake, income verification, contract oversight, counseling, etc.

H. Subrecipient – HOME: means a public agency or nonprofit organization selected by the City to administer all or a portion of the City’s HOME program. A public agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not a subrecipient. The City’s selection of a subrecipient is not subject to the procurement procedures and requirements.

I. CHDO – Community Development Housing Organization – a qualified non-profit housing organization that is eligible for set-aside funds through the Home Investment Partnership Program (HOME).

J. Non-Profits – A 501(c) (3) certified organization eligible to receive grant funds.

K. For-Profits – A legally registered business eligible to receive grant funds.

L. High-Risk Subrecipient/CHDO: Subrecipients, Non-Profits, For-Profits, and CHDO's that fit one or more of the following criteria:

- New to the particular funding program,
- Experiencing turnover in key staff positions,
- Plagued by past compliance or performance problems,
- Inability to expend funds in a timely manner,
- Undertaking multiple formula program-funded activities for the first time, and
- Not submitting timely reports.

J. Desk Review: Examination of information and materials provided to grantee by funded subrecipients, as a means to track performance and identify potential problem areas.

K. On-Site Review: A physical visit to a site or sites wherein the subrecipient administers and/or carryout programs for which it have been funded by the grantee.

II. Directives - Program Administration

The City of Cocoa's Community Services Department's Housing & Neighborhood Services Program shall be responsible for managing the day-to-day operations of the City's federal and state funded grant programs and for ensuring that the funds are used in keeping with the individual program requirements.

III. Selecting Subrecipients, CHDO's, Non-Profits, and For-Profits

Subrecipients, Non-profits, For-profits, and CHDO's are selected through a Request for Proposal Process (RFP) which is conducted annually, or on a project specific basis. Factors that are considered in selecting an entity to administer a grant funded activity include:

- The nature of the activity;
- The proposed plan for carrying out the activity or activities;
- The organizations capacity to fulfill the contractual obligations;
- The possibility of any conflicts of interest;
- Past performance;
- The organizations ability to meet all required state and federal regulations, laws and/or statutes;

- The organizations ability to meet the required U. S. Department of Housing and Urban Development (HUD) national objective, and;
- The organizations ability to produce beneficial measurable outcomes

IV. Subrecipient/CHDO/Non-Profit/For-Profit Agreements

Before disbursing funds to any organization that is awarded funding, a written agreement must be executed. Written agreements are a vital tool in:

- Meeting all applicable state and federal requirements;
- Providing a tool for managing CDBG activities;
- To serve as a training tool; and
- Applicable to all administered grant programs.

The Final HOME Rule must be adhered to prior to execution of a written agreement, including but not limited to; CHDO capacity determination, market analysis, and subsidy layering.

The CDBG/HOME/SHIP regulations stipulate that certain requirements be included in all written agreements with subrecipients, non-profits, for-profits, and CHDO's: At a minimum, all agreements must include the following provisions:

1. A Statement of Work – A description of the work to be provided, including a schedule and budget. Specifically:
   - The purpose and nature of work to be provided, including location and days/hours of services provided.
   - The specific task to be performed.
   - The specific quantifiable level of service that will be provided for each activity (the number of people served and the number of units of service).

2. Records and reports – The specific records which must be maintained and the reporting requirements;

3. Program income – Whether program income received is to be returned to the City or retained by the entity;

4. Uniform administrative requirements - Compliance with all applicable uniform administrative requirements;

5. Other program requirements – Compliance with all applicable "other federal requirements (e.g. Davis Bacon, Lead Based Paint, etc.);

6. Suspension and termination – Conditions by which suspension or termination can occur; and

7. Reversion of assets – Upon expiration of the agreement, any CDBG funds on hand as well as any accounts receivable attributable to CDBG funds must be

transferred to the grantee. The agreement must also include the requirements covering the use of real property acquired with CDBG funds.

Once the written agreement has been negotiated and signed by an authorized agent of the agency and an authorized City official, staff must complete the required purchase requisition for the issuance of a purchase order prior to any work commencing.

V. MONITORING PROCEDURES

Objective

The primary intent of these procedures are to ensure production and accountability, compliance with applicable program requirements, federal and state regulations, and to develop standards for evaluating organizational and project performance.

These procedures are designed to create conformity and consistently in the monitoring of subrecipients receiving funding from the City of Cocoa and at a minimum will:

- Standardize procedures for reporting by funding subrecipients;
- Standardize procedures for review and monitoring;
- Set standards for how risk will be identified and addressed;
- Standardize procedures for determining the frequency of meetings, monitoring reviews and inspections;
- Set standards for pre-monitoring preparation and utilizing staff and other resources for monitoring; and
- Identify tools to be used for ease in carrying out the process.

Monitoring

Monitoring can be conducted in two ways. The first is to conduct a “desk review”. Desk reviews will be conducted at least quarterly for each subrecipient awarded funding. Staff performing desk reviews will examine progress reports, compliance records, measurable outcome achievements and financial information, to adequately assess performance and look for indicators of performance or compliance problems. Staff provides each agency with financial reimbursement and progress reporting forms. If questions or concerns arise from the review, staff will gather additional information through telephone calls or additional documents or other written materials.

The second, more intensive way the Agency will be monitored is through an on-site monitoring review. An on-site monitoring review will be conducted at a minimum of annually for all subrecipients awarded funding. The following are steps that will be taken when preparing for and conducting an on-site monitoring review:

Step 1: Preparing for the Monitoring Visit: Before the monitoring visit, staff will familiarize themselves with applicable program rules and establish a monitoring protocol. In addition the following will be reviewed prior to the visit.

- Application for funding
- Written Agreement
- Progress Reports
- Drawn-down/Reimbursement requests
- Integrated Disbursement and Information System (IDIS) reports.
- Correspondence between the Agency and the City
- Previous monitoring reviews
- Copies of financial audits

Step 2: Conducting the Monitoring Visit: The four (4) basic elements to conducting the monitoring visit are notification, entrance conference or meeting, data collection and analysis, and exit conference or meeting. These steps are defined as follows:

a. Notification: The monitoring process will always begin with staff calling the recipients to explain the purpose of the visit and to agree upon dates for the visit. A formal notification letter will follow at least two weeks before the planned visit and will include:
   - Confirmation of the dates for the review
   - Scope of the monitoring
   - Information needed for review during the visit
   - Staff needed for interviews or other assistance during the review

b. Entrance Conference: The entrance conference will be held at the beginning of the monitoring visit, usually with the executive director or other top officials of the organization, to make sure the subrecipient's have a clear understanding of the purpose, scope and schedule for the monitoring.

c. Documentation, data gathering and analysis: A clear record of all information reviewed and received during conversations with the agency should be kept. This information will be obtained utilizing the monitoring checklist. The information gathered will serve as the basis for conclusions to be included in the monitoring report and follow-up letter. The subrecipient may request identification of sources if any conclusions are disputed.

d. Exit Conference: At the end of the monitoring visit, the staff conducting the review will meet again with key agency representatives to:
   - Present preliminary results of the monitoring.
   - Provide an opportunity for the subrecipient to correct any misconceptions or misunderstandings.
   - Secure additional information to clarify or support their position.
   - If applicable, provide an opportunity for the subrecipient to report on steps the organization may already be taking to address areas of noncompliance or non performance.

Step 3: Follow-up: At the end of the process, staff will provide the subrecipient with formal written notification of the results of the monitoring review. This letter will both recognize successes and identify and concerns or findings. In addition, the letter will set deadlines for a written response and corrective actions on any concerns or findings.

C. FINANCIAL PERFORMANCE MONITORING

During site visits staff will monitor the subrecipient's financial management system to ensure:

- Funds are being efficiently and accurately controlled.
- Subrecipients are maintaining an accounting system in which transactions are handled, records are kept, and records are generated in a manner that contents of the financial reports are traceable to the original supporting documentation of all financial transactions.

Staff will ensure that the following elements are present in all financial management systems of subrecipients awarded funding.

1. Accurate, current and complete disclosure of the financial results of each federally sponsored program, including scores and application of funds.
2. Effective control over and accountability for all funds, property, and other assets.
3. Comparison of outlays with budgeted amounts for each award.
4. Sound internal controls over purchases, cash disbursements, and cash receipts, including segregation of duties and proper authorization and approvals of transactions.
5. Periodic internal and external audits or evaluations (annual audits for all sub-recipients receiving $700,000 or more in federal or state funds.
6. Record retention policies.
7. Documentation of accounting policies, particularly those pertaining to cost charging, timesheet preparation, and procurement.
8. An accounting system that meets the following requirements;
    - Segregation of unallowable costs from allowable costs.
    - Segregation of direct from indirect costs.
    - Proper assignment and allocation of costs to functional classifications.
    - Matching of income applicable credits with associated expenditures.
    - Timely reconciliation of accounts and sub-ledgers.
    - Time-charging systems that allocate labor costs among program activities and comply with OMB issued Super Circular.
    - Consistency with accounting treatment over time and from one function or award to another.
    - Timely and accurate financial reporting
    - Maintenance of proper supporting documentation for all transactions, estimates, and calculation.

D. CORRECTIVE ACTIONS:

When identifying performance problems deeming corrective actions staff will utilize the following to determine the appropriate monitoring finding response. The approach to utilize will depend on the seriousness of the problem identified:

Stage 1: Low-level Intervention: At this stage, staff will do one or more of the following:

- Clearly identify problem areas and required corrective actions.
- Plan a strategy with the subrecipient that includes any training or technical assistance that may help to address identified problems.
- Require more frequent or more thorough reporting by the recipient.
- Conduct more frequent monitoring reviews.

Stage 2: Moderate-level Intervention: If low-level intervention steps do not remedy the identified problems, staff will take increasingly tougher steps, such as:

- Restrict payment request.
- Disallow certain expenses or require repayment of funding provided for certain expenses.
- Impose probationary status.

Stage 3: High-level Intervention: At this point, the City must take the most serious actions to put an end to noncompliance problems. Steps may include but are not limited to:

- Temporary suspension of the organization from participation.
- No consideration of the activity or organization for the next program year.
- Terminate the agreement.
- Require repayment of funds.
- Initiate legal action.

E. TECHNICAL ASSISTANCE & TRAINING

Technical assistance and training will be provided as a means to assistance subrecipients with avoiding problems and improving performance. Technical assistance and training will be provided throughout all phases of the process to assure the greatest success of subrecipients awarded funding.

F. PROJECT MONITORING

Under all Agreements, monitoring begins when activities are selected for funding or at the beginning of project development and continues through project completion.

Once construction has started a minimum of weekly site visits will be conducted accompanied by progress notes that identify and flag any pending or anticipated problems. In addition, a site visit will be conducted before processing all draw requests to ensure satisfactory completion of work.

Site visits and desk reviews will be conducted to ensure that;

- The project is meeting standards established in the written agreement
- The cost are on target;
- The number of proposed units are being produced, and;
- The quality and quantity of work is acceptable.

Contractors selected to carry out public facilities and improvement projects will submit a project schedule, projecting all major milestones.

On completed projects, a schedule will be developed to identify all required annual reviews and re-certifications.

G. RENTAL HOUSING MONITORING

For HOME assisted rental housing, all applicable HOME Rule regulations shall be followed. The financial health and physical condition of the property will be examined on an annual basis for projects with ten (10) or more units. The following reports will be examined:

- Operating budget
- Balance Sheet
- Income statement

A Certification from the property owner will be required stating that HOME-assisted housing units are suitable for occupancy and meet local property standards.

On-site inspections will be done within 12 months after project completion and then once every three (3) years during the period of affordability. During inspections the following information will be required:

- Compliance with applicable property standards requirements.
- Verification of information regarding rent and occupancy.
- Verification of information regarding leases, tenant income, rents, and utility allowances.
- Compliance with provisions of written agreements.
- Review of financial health, management capacity, and long term viability of the project.

VI. RESERVATION OF AUTHORITY

The authority to issue and/or revise Policies is reserved by the Cocoa City Council.

Legislation Details (With Text)

File #:	15-570	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	City Business
File created:	11/16/2015			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	

Title: Council approval of a Resolution amending the FY2016 Budget, using $27,029.00 from Restricted Fund Balance Reserves, to the Police Confiscated Operating Account to trade/purchase firearms and duty gear. (Police Chief)

Sponsors:

Indexes:

Code sections:

Attachments:
Resolution No. 2016-10.pdf
Budget Amendment form.pdf
Sig Sauer, Safariland, & Streamlight Quote 1
Sig Sauer Sole Source Letter
Safariland 573 Quote 3
Safariland 6360 High Gloss Quote 2
Safariland 6360 High Gloss Quote 3
Safariland 6360 Quote 2
Safariland 6360 Quote 3
Safariland 6378 Quote 2
Safariland 6378 Quote 3
Safariland Quick Kit 4-2 Quote 2
Safariland Quick Kit 4-2 Quote 3
Silencer Quote 2
Silencer Quote 3
Streamlight Quote 2
Streamlight Quote 3
Safariland 77 High Gloss Quote 2
Safariland 77 High Gloss Quote 3
Safariland 77 Quote 2
Safariland 77 Quote 3
Safariland 573 Quote 2

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 12, 2016
Agenda Date: February 9, 2016
Prepared By: Eric Austin
Through: Chief Mike Cantaloupe

Requested Action:

Council approval of a Resolution amending the FY2016 Budget, using $27,029.00 from Restricted Fund Balance Reserves, to the Police Confiscated Operating Account to trade/purchase firearms and duty gear.

BACKGROUND:

As previously advised at City Council's regular meeting of December 8, 2015, the police department is requesting to purchase new firearms and equipment using the department's forfeiture funds.

Most handguns issued to police officers are approximately eight years old, and the calibers are a mixture of 9mm and .45. 61 handguns were traded for 61 new handguns and holsters ($25,620 value for handguns and $5,795 value for holsters, totaling a $31,415 credit). This trade and purchase allows the caliber to be universal instead of having two calibers, and it allows for continuity in a critical incident with everyone using the same caliber and handgun. The new handguns are similar to the current ones, so the transition is minimal. It has additional safety features to prevent accidental discharges unlike the current handguns.

In addition to trading 61 handguns previously advised, the police department is requesting to purchase an additional 20 handguns ($8,400), 20 holsters ($1,900), 65 magazine holders ($1,569.75), 81 attachable lights ($8,585.19), 20 paddle holsters ($672.00), 10 Honor Guard holsters ($1,270.00), 10 Honor Guard magazine holders ($271.50), 20 magazine and handcuff holders ($539.00), 14 SWAT holster attachments ($381.22), 2 SWAT rifles ($3,180.00), and 2 rifle suppressors ($940.00) totaling $27,028.66. The proposed trade and purchase includes trading two used SWAT rifles, which are approximately 19 years old, for a $680 credit to be used for two new SWAT rifles.

This purchase is to provide the above listed equipment to our police officers, and it is certified, approved, and consistent within the provisions under Florida State Statute 932.7055(5)(a), Disposition of Liens and Forfeited Property.

STRATEGIC PLAN CONNECTION:

Crime and Public Safety have been identified has key strategic issues, and the acquisition of this equipment, in a manner that also promotes fiscal responsibility through the trade and maximizing our fiscal resources by the use of alternate eligible revenue sources as the equipment is eligible as stated above.

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	$27,029.00
Account Number	141-2100-521-52-00
Account Name	Police Confiscated Fund

Source of Funds: ____ State Revolving Loan

powered by Legistar™

____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
___X_ Reserves Source: 141-0000-389-99-11
___ Transfer Acct

PREVIOUS ACTION:

City Council was previously advised on December 8, 2015 at its regular meeting of the transition from Glock to Sig Sauer as the original weapon trade with Sig Sauer deadline for the handgun trade was December 31, 2015.

RECOMMENDED MOTION:

Council approval of a Resolution amending the FY 2016 Budget, using $27,029.00 from Restricted Fund Balance Reserves, to the Police Confiscated Operating Account to trade/purchase firearms and duty gear.

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RESOLUTION NO. 2016-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

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

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

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

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 9th day of February, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 01/13/16

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 27,029	141-0000-389.99-11		RESTR. CASH CARRY FORWARD	$ 0	$ 0	$ 27,029	$ 27,029
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 27,029	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 27,029	141-2100-521.52-00		OPERATING SUPPLIES	$ 0	$ 0	$ 27,029	$ 27,029
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 27,029	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Amending budget to trade/purchase firearms and duty gear for all sworn personnel. No original budget exists in this fund. Agenda # 15-570.

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/09/16 *RESOLUTION #:* 2016-10

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

1/13/16 Eric Austin (Digitally signed by Eric Austin, DN: dc=org, dc=cocoafl, ou=PD, cn=Eric Austin, email=eaustin@cocoapolice.com, Date: 2016.01.13 09:33:10 -05'00')	2/2/16 Lea Taylor (Digitally signed by Lea Taylor, DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org, Date: 2016.02.02 10:00:54 -05'00')	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
1/13/16 Michael Cantaloupe (Digitally signed by Michael Cantaloupe, DN: dc=org, dc=cocoafl, ou=PD, cn=Michael Cantaloupe, email=mcantaloupe@cocoapolice.com, Date: 2016.01.13 09:41:48 -05'00')	2/2/16 Lora Howell (Digitally signed by Lora Howell, DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org, Date: 2016.02.02 10:06:50 -05'00')	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

P.O. Box 7497 Clearwater, Florida 33758-7497
1220 Rogers Street Clearwater, Florida 33756-5903
Voice: 727.461.6081 Facsimile: 727.441.4477
WWW.FLORIDABULLET.NET

Quotation

Date: Tuesday, January 12, 2016

To: Chief Michael Cantaloupe
Cocoa Police Department

From: Aaron Murray
Law Enforcement/Government Liaison

Item Number:	Description:	Price Each:	Quantity:	Line Total:
W320F-9-BSS	Sig Sauer P320, 9mm, Black, SIGLITE Night Sights, (3) Magazines	$420.00	20	$8,400.00
6360	Safariland 6360 ALS, Level III, Basketweave STX Finish Holster w/Light	$95.00	20	$1,900.00
77	Safariland Model 77 Magazine Pouch, Basketweave STX, Hidden Snap	$24.15	65	$1,569.75
69211	Streamlight TRL-1S Weapon Mounted Light w/ Strobe, 1913, Lith. Batt.	$105.99	81	$8,585.19
6378	Safariland 6378 ALS Paddle/Belt Loop Holster, Sig Sauer P320	$33.60	20	$672.00
6360	Safariland 6360 ALS, Level III, holster w/o Light, Hi-Gloss Leather, Sig Sauer P320	$127.00	10	$1,270.00
77-283-9	Safariland Model 77 Magazine Pouch, Hi-Gloss	$27.15	10	$271.50
573	Safariland Model 573, Magazine and Handcuff Pouch, Leather look, BLK	$26.95	20	$539.00
Quick-Kit	Safariland Quick Kit, 4-2	$27.23	14	$381.22
WR716-H18B-DMR	SIG716, 7.62 NATO, Rifle, 18in bbl, DMR, BLK, Semi 2-Stage Match, Folding Sights, Telescoping Stock, (1) 20rd Poly Mag	$1,590.00	2	$3,180.00
SRD762-QD	Silencer, 7.62, Stainless, Fast Attach with Taper Lok Muzzle Brake	$470.00	2	$940.00
TRADE	Remington 700 .308 caliber Bolt Action Rifles	-$340.00	2	-$680.00
			Total:	**$27,028.66**

Notes: All quotations expire 30 days past date of quotation.

Authorized by:

_____

Aaron Murray
Law Enforcement/Government Liaison
Florida Bullet, Inc.

********** Quotation Confidentiality Notice **********

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SIG SAUER

SIG SAUER, Inc
Law Enforcement Sales
72 Pease Blvd.
Newington, NH 03801

January 8, 2015

To whom it may concern,

This letter is to certify that SIG SAUER is the sole designer and manufacturer of the SIG SAUER pistols and rifles for distribution.

This statement is to certify that Florida Bullet, Inc. is our sole Law Enforcement Distributor of SIG SAUER weapons for the state of Florida, located at 1220 Rogers St., Clearwater, FL, 33756.

Law Enforcement Agencies geographically located in the state of Florida may only purchase SIG SAUER weapons from Florida Bullet, Inc.

Sincerely,

Tom Jankiewicz
Vice President
Law Enforcement Sales

SIG SAUER, Inc.
72 Pease Blvd
Newington, NH 03801

Phone: 603-610-3000
Direct: 603-610-3827
Cell: 302-750-5688
Email: tom.jankiewicz@sigsauer.com

Police Supply, Police Duty Gear and Tactical Police Equipment
Home > Safariland > Cases and Holders > Magazine Pouches > 573 Paddle Style Magazine Holder and Handcuff Pouch

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Mens ... Shoes

Safariland 573 Paddle Style Magazine Holder and Handcuff Pouch

(10 customer reviews)



enlarge

Hand: Right Handed

Gun: Choose Your Gun

Quantity: 1

Add To Cart

Price: $36.57

✓ Lowest Price Guaranteed

Share This

SAFARILAND Together, We Save Lives.

573 Paddle Style Magazine Holder and Handcuff Pouch

The low cut design of this Safariland holder provides quick access, while the paddle makes it quick and easy to put on and take off. A suede lining holds the magazine and cuffs snug and quiet. Features an adjustable tensioning device which allows you to customize the feel of your draw.

Customer Reviews

4.3 out of 5 stars (10 Reviews)

2 out of 5 stars
Written by: Dariel
January 03, 2016

It does hold the mag and cuffs tight. Most officers are taught to handcuff from strong side, so cuffs are on the wrong side, for my body, it is to close to my body and pinches my skin when it rubs below my bottom rib, Does not allow me to spread my equipment out on my belt.

4 out of 5 stars
Written by: Omar
December 30, 2015

Great.

5 out of 5 stars
Written by: Gerardo
November 26, 2015

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Training Supplies
Airsoft Guns & Accessories
Safety Glasses & Goggles
Hearing Protection
Gas Masks
Traffic Safety

Investigations
Fingerprints
Evidence Gathering
Drug Identification

Excellent product. Safari never disappoints. Very comfortable to wear and very secure.

★★★★★ 5 out of 5 stars
Written by: Nick
August 17, 2015

Great piece of gear. Holds tight for both the mag and the cuffs. I would recommend for sure.

★★★★★ 5 out of 5 stars
Written by: Robert
April 06, 2015

Got exactly what I expected. Fast, reliable service.

★★★★★ 5 out of 5 stars
Written by: Ruben
April 06, 2015

Exactly what I was looking for. Has a nice leather finish and the magazine does not slip out of pouch.

★★★☆☆ 3 out of 5 stars
Written by: Rick
March 30, 2015

Not what I expected. Cuffs are hard to get out and put back in.

★★★★★ 5 out of 5 stars
Written by: Dylan
March 25, 2015

Bought this for my S&W model 100 blued cuffs and my Springfield XD9. Had to take tension screw out for about a week with cuffs and mag in it to help form. After that put screw back in and works like a charm.

Write a Customer Review

Customer Questions & Answers

does this fit the duty size belts? 2" and larger?

Paddle with belt hook fits up to 2"

Is the picture showing a right or laeft hand carry

Picture shown is a right handed case which will go on your left side with magazine in the forward position. Left handed would be reverse.

Related Products



Safariland 090
Open Top Handcuff Pouch - Model 090
$23.45



Safariland 090H
090H Open Top Handcuff Pouch For Hinged Handcuffs
$23.45



Safariland 590
Model 590 Paddle Style Formed Handcuff Pouch
$32.98



Safariland 074
Paddle Style Magazine Holder
$19.24



Safariland 079
Snap-On Concealment Double Magazine Holder
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Model 572 Paddle Style Double Magazine Holder
$36.57



Safariland 81
Low-Cut Magazine Holder
$14.43



Safariland CD-AUTO
Metal Clip-On Magazine Holder
$9.44

Safariland L-820
1.25" Plain Clothes Belt
$30.05

Top Sellers



Safariland 573-83-21
573 Paddle Style Magazine Holder and Handcuff Pouch
For Glock 22, Right Handed



Safariland 573-76-21
573 Paddle Style Magazine Holder and Handcuff Pouch
For Beretta 92 F, Right Handed



Safariland 573-83-22
573 Paddle Style Magazine Holder and Handcuff Pouch
For Sig Sauer P229, Left Handed

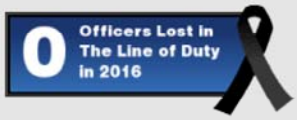


Safariland 573-53-21
573 Paddle Style Magazine Holder and Handcuff Pouch
For Sig Sauer P239, Right Handed



Safariland 573-383-22
573 Paddle Style Magazine Holder and Handcuff Pouch
For H&K USP 45, Left Handed

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Model X
P320

Light X
NONE

Mount X
NONE

Barrel Length X
4.7

Caliber X
9MM

SAFARILAND

Model 6360 ALS®/SLS Mid-Ride, Level III Retention™ Duty Holster

MODEL: 6360 | SKU: 1140673 | PART: 6360-450-91

This holster with Automatic Locking System (ALS®) builds on the foundation of the Self Locking System (SLS). It locks the weapon in all directions upon holstering, it's operable with the thumb, and the weapon can be drawn straight out of the holster with no twisting required. The mid-ride belt loop allows the holster to ride close to the body. The suede lining helps protects the gun's sights and finish. Durable leather look SafariLaminate™ construction with leather look finish.

Click here to see our finishes and colors

FIREARMS FOR THIS HOLSTER

4.6 | 51 Reviews

45 out of 49 (92%) reviewers recommend this product

WRITE A REVIEW



2. Material More about materials

LEATHER-LOOK SYNTHETIC

3. Color More about colors

4. Finish More about finishes

HI-GLOSS

5. Draw Hand

RIGHT

Quantity

1

$202.00

Custom made for you within 14 days. Special products may take longer.

ADD TO CART

ADD TO WISHLIST

Features | Videos | Gun Fit Chart

- **Level III Retention™ Holster**
- **Level IV Retention™ with optional Sentry installed**
- **ALS® (Automatic Locking System) secures weapon one holstered**
- **Hood Guard is standard**
- **Slim, compact design allows weapon to ride close to body**
- **Simple straight up draw once all releases are deactivated**
- **Mid-ride position allows for excellent weapon protection and quick, easy draw**
- **Offered for weapons with and without rail mounted lights**

b: Authentic Reviews

Reviews

WRITE A REVIEW

Rating Snapshot	Average Customer Ratings
Select a row below to filter reviews.	Overall ★★★★½ 4.6
5★ 43	Quality of Product 4.7
4★ 4	Value of Product 4.5
3★ 0	
2★ 2	
1★ 2	

Most Helpful Favorable Review	Most Helpful Critical Review
Danny K · 11 months ago ★★★★★	SALTY · 10 months ago ★★☆☆☆
A MUST HAVE !!!!!	Rubbing on hip
I have gone through other holster (thumb-break, Level 1 retention), but this holster by far out pref… Show Full Review	I work for the DOD and these holsters were issued to us. The safety design is great but the comfort … Show Full Review
4 of 4 people found this helpful	7 of 9 people found this helpful
See more 4 and 5 star reviews	See more 1, 2, and 3 star reviews

1–8 of 51 Reviews ? Sort ☰

★★★★★ wade · 7 hours ago

excellent duty holster

I have had this holster for almost 6 months now and exceeded my expectations. I bought this to replace my 12 year old safriland holster. The action is smooth and flawless. Holster is great quality and durability. When releasing the locks on this it takes no time to get down as its all on fluid motion that goes with the drawing of a weapon. Can't go wrong with this one!!

Quality of Product

Value of Product

✔ **Yes**, I recommend this product.

Helpful? Yes · 1 | No · 0 Report

★★☆☆☆ SALTY · 10 months ago

Rubbing on hip

I work for the DOD and these holsters were issued to us. The safety design is great but the comfort is not. What you don't see is the hard plastic thick plate that the holster screws into. That plate, unlike other holsters, goes almost all the way down to where the end of the barrel would be. While walking or patrolling in your unit you can feel it digging into your lower hip. On other holsters that plate is only a little wider then then your duty belt. I am 5'11 170lbs. My partner is 6'2 220lbs and he has the same issue. Some of our Officers are a little bigger in the hip area if you know what I mean, maybe that's why they don't feel it so much.

Quality of Product

Value of Product

No, I do not recommend this product.

Helpful? Yes · 7 | No · 2 Report



★★★★★ bpcop · 7 hours ago

great duty holster

Have used this holster off and on for 2 years when training on the range. I'm using this holster in conjunction with a Glock 35 with a TLR-1 light. I've found the holster to be very fast to draw from but very secure when holstered.

Value of Product

Yes, I recommend this product.

Helpful? Yes · 1 | No · 0 Report



★★★★★ Brendis47 · 8 hours ago

Awesome fit!

I bought one not to long ago and it feels so comfortable and it definitely gives out a representation of being more professional compared to the waist holster.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 1 | No · 0 Report



★★★★★ MTAZ · a year ago

Great holster

I have been shooting most of my life and in doing so I have used many different holsters. While there are lots of good holsters on the market no brand has lived up to Safariland. I recently began training to be a law enforcement officer and I chose the 6360 to fit my full size Glock with a Surefire X300. This holster fit my weapon great out of the box and has been a great tool for me. To further attest to my confidence in Safariland I use a handcuff pouch that my father carried as a police officer 30 years ago. If you want great gear use Safariland.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 3 | No · 0 Report

★★★★★ Smirk350 · 3 hours ago

Awesome duty holster

I have used this with my S&W M&P 40 for two years now. I previously had one for my Glock 22 before we switched. It is an outstanding retention holster. Once you gain the muscle memory its in and out quickly but also securely holds your weapon in place while on duty.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 0 | No · 0 Report

★★★★★ Mikie · 5 hours ago

great options

I have several of these. I work in and around the court house then also worked patrol for 17 years. This holster has been the best holster I have ever used!

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 0 | No · 0 Report

★☆☆☆☆ Black Charro · 8 hours ago

Great retención

Excelent quality and retention the finish is of great quality and detail . You are going to love the feel of it.

Quality of Product

Yes, I recommend this product.

Value of Product

Helpful? Yes · 0 | No · 0 Report

1–8 of 51 Reviews

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Safariland 6280 Level II Retention, Mid-Ride Holster - Hi Gloss Black, Right Hand 6280-77412-91 w/ Free Shipping — 2 models

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Safariland Level II Mid-Ride Holster, Hi Gloss Black,



Customer Reviews

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Select a Model

part number or keyword



Model: Safariland 6280 Level II Mid-Ride Holster, Hi Gloss Black, Right Hand - Sig P220R, P226R
Code: DS-HT-FAEFDD-6280-77412-91
MPN: 6280-77412-91
UPC: 781606915737

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Model: Safariland 6280 Level II Mid-Ride Right Hand Hi Gloss Black Holster w/ Hood Guard - Sig P220R
Code: DS-HT-FAEFDD-6280-77412-91-H
MPN: 6280-77412-91-H
UPC: 781607114597

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Safariland 6280 Level II Retention, Mid-Ride Holster - Hi Gloss Black, Right Hand 6280-77412-91 Product Info

Safariland 6280 Level II Retention, Mid-Ride Holster - Hi Gloss Black, Right Hand 6280-77412-91 on sale and available from our online store. **OpticsPlanet, Inc** is an Authorized US Distributor for Safariland Holsters <http://www.opticsplanet.com/safariland-holsters.html> .

Specifications for Safariland 6280 Level II Retention, Mid-Ride Holster - Hi Gloss Black, Right Hand 6280-77412-91:

Category:	Duty Holsters
Finish/Color:	Hi Gloss Black
Fits:	**Sig Sauer** - P220R, P226R W/ M6X or M3X ITI Tactical Illuminator Light
Type:	Right Hand

Features of Safariland Level II Retention, Mid-Ride 6280:

- SLS (Self Locking System)
- Mid-Ride position allows for excellent weapon protection and quick easy draw
- Top draw and straight drop cant
- For pistols or revolvers
- Level III with optional Sentry installed
- Available Plain Black, Basket Weave, Hi-Gloss, or Nylon Look finishes

This SAFARILAND model is also available with Safariland Nylon-Look finish. Sample Code 6280-83-261

- Other Safariland 6280 Model Products <http://www.opticsplanet.com/safariland-model-6280-selection.html>
- Other Safari Land Duty Holsters products <http://www.opticsplanet.com/safariland-duty-holsters.html>
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We offer complete line of **Safariland Holsters <http://www.opticsplanet.com/safariland-holsters.html>** . For our complete selection of products by Safariland <http://www.opticsplanet.com/safariland-brand.html> on sale please visit our Safariland <http://www.opticsplanet.com/safariland-brand.html> page. For more **Holsters <http://www.opticsplanet.com/holsters.html>** please visit our **Holsters <http://www.opticsplanet.com/holsters.html>** store section.

Safariland 6280 Level II Retention, Mid-Ride Holster - Hi Gloss Black, Right Hand 6280-77412-91 Similar Products

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$24.99
Save 22%

Best Rated



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9 models

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(8)

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Best Rated

7 models

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(9)

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(2)

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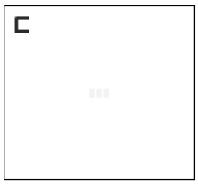
Safariland 6378 ALS Paddle Holster for Glock (20)

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Safariland 6280 Level II Retention, Mid-Ride Holster - Hi Gloss Black, Right Hand 6280-77412-91 Comments

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Best Rated



Safariland 6360 ALS Level III w/ Ride UBL Holster for Glock 17 and 22 - STX TAC (8)

As Low As
$129.60
Save up to 22%



BlackHawk Serpa CQC Concealment Holster F P250/320 Black Right

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Safariland 6360 ALS LV3 Ride UBL Holster, Right,

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by Legacy Reviewer, April 26, 2011

Safariland 6360 ALS Level III w/ Ride UBL Holster - STX Basket Weave, Right Hand 6360-832-481 As a law enforcement and private firearms instructor with a decade of experience, I have had the opportunity to use several different holster designs. ...

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by Legacy Reviewer, April 27, 2010

This holster, with the hood and ALS, is much faster to draw from than my old lvl III Raptor, and still very secure. I really like the STX basketweave, it is much more durable than the laminate Safarilands I have used for the last 15 years. Pros: Fast...

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Safariland 6360 ALS Level III w/ Ride UBL Holster - STX Basket Weave, Right Hand 6360-832-481 Product Info

Safariland 6360 ALS Level III w/ Ride UBL Holster - STX Basket Weave, Right Hand 6360-832-481 on sale and available from our online store. **OpticsPlanet, Inc** is an Authorized US Distributor for **Safariland Holsters <http://www.opticsplanet.com/safariland-holsters.html>** .

Specifications for Safariland 6360 ALS Level III w/ Ride UBL Holster - STX Basket Weave, Right Hand 6360-832-481:

Category:	Als Holsters
Finish/Color:	STX Basket Weave
Fits:	**Glock** - 17, 22 W/ITI Streamlight M3, M3X, TLR-1, SurefireX200, X300, SSL-1, LAS-TAC 2, or Insight XTI Procyon
Type:	Right Hand

* This picture above is representative of the group of items. It may not match the exact item that you are looking at. Please make sure to read specifications of the individual item.

Features of Safariland ALS Level III w/ Ride UBL 6360 series:

- Level III Retention
- Level IV Retention with optional Sentry installed
- ALS Automatic Locking System secures weapon once holstered
- Hood Guard is standard on 6360 holsters
- Slim, compact design allows weapon to ride close to body
- Simple straight up draw once all releases are de-activated
- Includes Hood Guard, optional Sentry available
- Mid Ride belt loop
- Available in Plain Black, Basket Weave, Hi-Gloss finish or STX TACTICAL

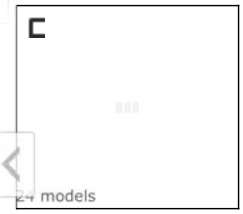
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Model 6360 Duty holster Includes Installed Hood Guard
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Sample code with Hood Guard Sentry installed: 6360-83-61-SH

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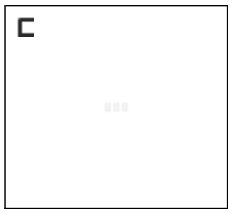
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Safariland: Model 6360 ALS Level III, Mid-Ride Duty Holster, Hood Guard: Fit 158 - Belt Holst, STX Finish wTac Light Right Hand,

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View Holster Fit Chart

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Safariland's Model 6360 ALS Level III Holster features a slim, compact design that allows your weapon to ride closely to your body. It offers a simple, straight-up draw once all releases are de-activated. Added safety includes a hood guard with an optional sentry guard available. Able to be fastened to a mid-ride belt loop, it is available in plain black, basket weave, hi-gloss, or STX Tactical.

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Safariland's skilled holster designers have improved upon their successful Self-Locking System (SLS) holsters with the new, innovative Automatic Locking System (ALS) holsters, all while incorporating the proven features of the SLS. Created with careful attention to security and the same high level of retention found in their advanced Raptor Series SLS holsters, the ALS holsters allow for fast and easy operation.

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Safariland: Model 762 SAFARI-LAMINATE Swivel Radio Pouch

Read on to discover the amazing features and benefits of ALS holsters:

- A new internal locking system instantly secures your weapon in all directions as you re-holster it.
- The holster's advanced, ergonomic design allows you to comfortably wear your weapon close to your body, enabling a smooth, natural draw. Its thumb-operated locking system coupled with the straight-up draw motion allows officers to quickly and easily adapt to the holster; as a result, may find training with it to be easy.
- Grasp the pistol and rotate the SLS hood down and forward, which naturally positions your thumb on the release lever, giving you a more instinctive draw. No extra motions are needed; just move it slightly to the rear with your thumb and lift the gun straight up and out of the holster. Readjusting your grip is unnecessary – moving the release lever forces your thumb into a natural shooting position.
- Re-holstering is easy and efficient; there are no flaps or straps to fumble with. Simply seat your pistol into the holster and wait for it to firmly click into place. When it engages the custom-molded ejection port lock, a secure Level II Retention is instantly created. Then, flip up the SLS hood with your fingers as you remove your hand. In under a second, your weapon is secured at Level III Retention—get added security with the optional SLS Sentry installed—all with one hand.

HOLSTER FIT CHART

HOLSTER FIT	HOLSTER COMPATIBILITY
Fit 1 - STX Tactical, Right Hand	**SIG-SAUER**: P229R (w/rail), P229R (w/rail) w/bobbed hammer
Fit 2 - STX Tactical Black, Right Hand	**SIG-SAUER**: P228, P229
Fit 3 - STX Tactical Black, Right Hand	**GLOCK**: 17, 22, 31
Fit 4 - STX Tactical, Right Hand	**H&K**: P2000
Fit 5 - Plain Black, Right Hand	**SIG-SAUER**: P228, P229
Fit 6 - Plain Black, Right Hand	**SIG-SAUER**: P229R (w/rail), P229R (w/rail) w/bobbed hammer
Fit 7 - Plain Black, Right Hand	**SIG-SAUER**: P226/ P220
Fit 8 - Plain Black, Right Hand	**GLOCK**: 17, 22, 31
Fit 9 - STX Tactical Black, Right Hand	**SIG-SAUER**: P226/ P220
Fit 12 - Plain Black, Right Hand	**H&K**: P2000
Fit 13 - Basketweave Black, Right Hand	**SIG-SAUER**: P228, P229
Fit 14 - Basketweave Black, Right Hand	**SIG-SAUER**: P226/ P220
Fit 16 - Basketweave Black, Right Hand	**GLOCK**: 17, 22, 31
Fit 17 - Basketweave Black, Right Hand	**H&K**: P2000
Fit 18 - STX Tactical, Left Hand	**SIG-SAUER**: P229R (w/rail) w/bobbed hammer
Fit 20 - STX Tactical Black, Left Hand	**GLOCK**: 17, 22, 31
Fit 21 - STX Tactical, Left Hand	**H&K**: P2000
Fit 22 - Plain Black, Left Hand	**SIG-SAUER**: P228, P229
Fit 23 - Plain Black, Left Hand	**SIG-SAUER**: P229R (w/rail) w/bobbed hammer
Fit 24 - Plain Black, Left Hand	**SIG-SAUER**: P226/ P220
Fit 26 - Basketweave Black, Left Hand	**SIG-SAUER**: P228, P229
Fit 27 - Basketweave Black, Left Hand	**SIG-SAUER**: P226/ P220
Fit 29 - Basketweave Black, Left Hand	**GLOCK**: 17, 22, 31
Fit 30 - STX Tactical Black, Left Hand	**SIG-SAUER**: P228, P229
Fit 31 - STX Tactical Black, Left Hand	**SIG-SAUER**: P226/ P220
Fit 32 - Plain Black, Left Hand	**GLOCK**: 17, 22, 31
Fit 33 - Plain Black, Left Hand	**H&K**: P2000
Fit 34 - Basketweave Black, Left Hand	**H&K**: P2000



Safariland: Model 6304 ALS Tactical Holster



Safariland: Model 6365 ALS Level II+ Retention, Belt Drop Duty Holster, Hood Guard



Safariland: Low-Ride Universal Belt Loop 1.5" Drop, w/ 2" Belt Width



Safariland: MLS MOLLE-KIT1 MOLLE locking system kit



Safariland: Model 190 SAFARI-LAMINATE Handcuff Pouch, Top Flap



Safariland: Model L830 Leather Plainclothes Belt, 1.50"

HOLSTER FIT CHART

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Fit 49 - Plain Black, Right Hand	**SPRINGFIELD**: XD 45 4", XD 9/40 4"
Fit 50 - Plain Black, Left Hand	**SPRINGFIELD**: XD 45 4", XD 9/40 4"
Fit 51 - Basketweave Black, Right Hand	**SPRINGFIELD**: XD 45 4", XD 9/40 4"
Fit 52 - Basketweave Black, Left Hand	**SPRINGFIELD**: XD 45 4", XD 9/40 4"
Fit 53 - STX Tactical Black, Right Hand	**SPRINGFIELD**: XD 45 5", XD 9/40 5"
Fit 54 - STX Tactical Black, Left Hand	**SPRINGFIELD**: XD 45 5", XD 9/40 5"
Fit 55 - Plain Black, Right Hand	**SPRINGFIELD**: XD 45 5", XD 9/40 5"
Fit 56 - Plain Black, Left Hand	**SPRINGFIELD**: XD 45 5", XD 9/40 5"
Fit 57 - Basketweave Black, Right Hand	**SPRINGFIELD**: XD 45 5", XD 9/40 5"
Fit 58 - Basketweave Black, Left Hand	**SPRINGFIELD**: XD 45 5", XD 9/40 5"
Fit 59 - STX Tactical Black, Right Hand	**BERETTA**: PX4 STORM 9/40
Fit 60 - STX Tactical Black, Left Hand	**BERETTA**: PX4 STORM 9/40
Fit 61 - Plain Black, Right Hand	**BERETTA**: PX4 STORM 9/40
Fit 62 - Plain Black, Left Hand	**BERETTA**: PX4 STORM 9/40
Fit 63 - Basketweave Black, Right Hand	**BERETTA**: PX4 STORM 9/40
Fit 64 - Basketweave Black, Left Hand	**BERETTA**: PX4 STORM 9/40
Fit 65 - STX Tactical, Right Hand	**S&W**: M&P 9/40/357, M&P COMPACT 9/40/357
Fit 66 - STX Tactical, Left Hand	**S&W**: M&P 9/40/357, M&P COMPACT 9/40/357
Fit 67 - STX Tactical Black, Right Hand	**S&W**: M&P 9/40/357
Fit 68 - STX Tactical, Left Hand	**S&W**: M&P 9/40/357
Fit 69 - Plain Black, Right Hand	**S&W**: M&P 9/40/357
Fit 70 - Plain Black, Left Hand	**S&W**: M&P 9/40/357
Fit 71 - Basketweave Black, Right Hand	**S&W**: M&P 9/40/357
Fit 72 - Basketweave Black, Left Hand	**S&W**: M&P 9/40/357
Fit 73 - Plain Black, Right Hand	**S&W**: M&P 9/40/357, M&P COMPACT 9/40/357
Fit 74 - Plain Black, Left Hand	**S&W**: M&P 9/40/357, M&P COMPACT 9/40/357
Fit 75 - Basketweave Black, Right Hand	**S&W**: M&P 9/40/357, M&P COMPACT 9/40/357
Fit 76 - Basketweave Black, Left Hand	**S&W**: M&P 9/40/357, M&P COMPACT 9/40/357
Fit 77 - Hi-Gloss, Left Hand	**S&W**: M&P 9/40/357, M&P COMPACT 9/40/357

HOLSTER FIT CHART	
Fit 84 - STX Tactical Black, Right Hand	**GLOCK**: 19, 23, 32
Fit 85 STX Tactical, Black G19, 23 Left	**GLOCK**: 19, 23, 32
Fit 86 - STX Tactical Black, Right Hand	**GLOCK**: 19, 23
Fit 87 - STX Tactical Black, Left Hand	**GLOCK**: 19, 23
Fit 88 - Plain Black, Right Hand	**GLOCK**: 19, 23
Fit 89 - Plain Black, Left Hand	**GLOCK**: 19, 23
Fit 90 - Basketweave Black, Right Hand	**GLOCK**: 19, 23
Fit 91 - Basketweave Black, Left Hand	**GLOCK**: 19, 23
Fit 92 - STX Tactical, Right Hand	**H&K**: USP COMPACT 9/40
Fit 93 - STX Tactical, Left Hand	**H&K**: USP COMPACT 9/40
Fit 94 - Plain Black, Right Hand	**H&K**: USP COMPACT 9/40
Fit 95 - Plain Black, Left Hand	**H&K**: USP COMPACT 9/40
Fit 96 - Basketweave Black, Right Hand	**H&K**: USP COMPACT 9/40
Fit 97 - Basketweave Black, Left Hand	**H&K**: USP COMPACT 9/40
Fit 98 - STX Tactical Black, Right Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 99 - STX Tactical, Left Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 100 - STX Tactical Black, Right Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 101 - STX Tactical Black, Left Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 102 - Plain Black, Right Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 103 - Plain Black, Left Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 104 - Basketweave Black, Right Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 105 - Basketweave Black, Left Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 106 - Plain Black, Right Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 107 - Plain Black, Left Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 108 - Basketweave Black, Right Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 109 - Basketweave Black, Left Hand	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 110 - STX Tactical, Right Hand	**GLOCK**: 29, 30
Fit 111 - STX Tactical, Left Hand	**GLOCK**: 29, 30
Fit 112 - STX Tactical Black, Right Hand	**AMT**: HARDBALLER; **COLT**: 5" 1911 (govt); **KIMBER**: 5" 1911 (govt); **NORINCO**: 5" 1911 (Norinco); **PARA-ORDNANCE**: 5" Single Stack; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5"; **SPRINGFIELD**: 5 " 1911; **TAURUS**: PT1911 5"
Fit 113 - STX Tactical Black, Left Hand	**AMT**: HARDBALLER; **COLT**: 5" 1911 (govt); **KIMBER**: 5" 1911 (govt); **NORINCO**: 5" 1911 (Norinco); **PARA-ORDNANCE**: 5" Single Stack; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5"; **SPRINGFIELD**: 5 " 1911; **TAURUS**: PT1911 5"
Fit 114 - Plain Black, Right Hand	**AMT**: HARDBALLER; **COLT**: 5" 1911 (govt); **KIMBER**: 5" 1911 (govt); **NORINCO**: 5" 1911 (Norinco); **PARA-ORDNANCE**: 5" Single Stack; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5"; **SPRINGFIELD**: 5 " 1911; **TAURUS**: PT1911 5"
Fit 115 - Plain Black, Left Hand	**AMT**: HARDBALLER; **COLT**: 5" 1911 (govt); **KIMBER**: 5" 1911 (govt); **NORINCO**: 5" 1911 (Norinco); **PARA-ORDNANCE**: 5" Single Stack; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5"; **SPRINGFIELD**: 5 " 1911; **TAURUS**: PT1911 5"
Fit 116 - Basketweave Black, Right Hand	

HOLSTER FIT CHART	
	AMT: HARDBALLER; **COLT**: 5" 1911 (govt); **KIMBER**: 5" 1911 (govt); **NORINCO**: 5" 1911 (Norinco); **PARA-ORDNANCE**: 5" Single Stack; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5"; **SPRINGFIELD**: 5 " 1911; **TAURUS**: PT1911 5"
Fit 117 - Basketweave Black, Left Hand	**AMT**: HARDBALLER; **COLT**: 5" 1911 (govt); **KIMBER**: 5" 1911 (govt); **NORINCO**: 5" 1911 (Norinco); **PARA-ORDNANCE**: 5" Single Stack; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5"; **SPRINGFIELD**: 5 " 1911; **TAURUS**: PT1911 5"
Fit 118 - STX Tactical Black, Right Hand	**AMT**: HARDBALLER; **KIMBER**: 5" 1911 W/RAIL; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5" W/RAIL; **SIG-SAUER**: 5" 1911 W/RAIL; **TAURUS**: PT1911 5"
Fit 119 - STX Tactical Black, Left Hand	**AMT**: HARDBALLER; **KIMBER**: 5" 1911 W/RAIL; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5"; **SIG-SAUER**: 5" 1911 W/RAIL; **TAURUS**: PT1911 5"
Fit 120 - Plain Black, Right Hand	**AMT**: HARDBALLER; **KIMBER**: 5" 1911 W/RAIL; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5" W/RAIL; **SIG-SAUER**: 5" 1911 W/RAIL
Fit 121 - Plain Black, Left Hand	**AMT**: HARDBALLER; **KIMBER**: 5" 1911 W/RAIL; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5" W/RAIL; **SIG-SAUER**: 5" 1911 W/RAIL
Fit 122 - Basketweave Black, Right Hand	**AMT**: HARDBALLER; **KIMBER**: 5" 1911 W/RAIL; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5" W/RAIL; **SIG-SAUER**: 5" 1911 W/RAIL; **TAURUS**: PT1911 5"
Fit 123 - Basketweave Black, Left Hand	**AMT**: HARDBALLER; **KIMBER**: 5" 1911 W/RAIL; **REMINGTON**: R1 1911; **RUGER**: SR1911; **S&W**: SW1911 5" W/RAIL; **SIG-SAUER**: 5" 1911 W/RAIL
Fit 124 - STX Tactical Black, Right Hand	**GLOCK**: 34, 35
Fit 125 - STX Tactical Black, Left Hand	**GLOCK**: 34, 35
Fit 126 - Plain Black, Right Hand	**GLOCK**: 34, 35
Fit 127 - Plain Black, Left Hand	**GLOCK**: 34, 35
Fit 128 - Basketweave Black, Right Hand	**GLOCK**: 34, 35
Fit 129 - Basketweave Black, Left Hand	**GLOCK**: 34, 35
Fit 130 - STX Tactical Black, Right Hand	**BERETTA**: 92D, 92F, 92FS, 96D, M9 MILITARY ISSUE, VERTEC
Fit 131 - STX Tactical Black, Left Hand	**BERETTA**: 92D, 92F, 92FS, 96D, M9 MILITARY ISSUE, VERTEC
Fit 132 - Plain Black, Right Hand	**BERETTA**: 92D, 92F, 92FS, 96D, M9 MILITARY ISSUE, VERTEC
Fit 133 - Plain Black, Left Hand	**BERETTA**: 92D, 92F, 92FS, 96D, M9 MILITARY ISSUE, VERTEC
Fit 134 - Basketweave Black, Right Hand	**BERETTA**: 92D, 92F, 92FS, 96D, M9 MILITARY ISSUE, VERTEC
Fit 135 - Basketweave Black, Left Hand	**BERETTA**: 92D, 92F, 92FS, 96D, M9 MILITARY ISSUE, VERTEC
Fit 136 - STX Tactical Black, Right Hand	**SIG-SAUER**: P229R (w/rail)

HOLSTER FIT CHART	
Fit 137 - STX Tactical Black, Left Hand	**SIG-SAUER**: P229R (w/rail)
Fit 138 - Plain Black, Right Hand	**SIG-SAUER**: P229R (w/rail)
Fit 139 - Plain Black, Left Hand	**SIG-SAUER**: P229R (w/rail)
Fit 140 - Basketweave Black, Right Hand	**SIG-SAUER**: P229R (w/rail)
Fit 141 - Basketweave Black, Left Hand	**SIG-SAUER**: P229R (w/rail)
Fit 142 - STX Tactical Black, Right Hand	**GLOCK**: 17, 22
Fit 143 - STX Tactical, Left Hand	**GLOCK**: 17, 22
Fit 144 - Plain Black, Right Hand	**GLOCK**: 17, 22
Fit 145 - Plain Black, Left Hand	**GLOCK**: 17, 22
Fit 146 - Basketweave Black, Right Hand	**GLOCK**: 17, 22
Fit 147 - Basketweave Black, Left Hand	**GLOCK**: 17, 22
Fit 148 - Basketweave Black - Left Hand	**GLOCK**: 19, 23
Fit 149 - Plain Black - Right Hand	**S&W**: M&P .45 4.5"
Fit 150 - Plain Black - Left Hand	**S&W**: M&P .45 4.5"
Fit 151 - STX Tactical Black - Left Hand	**S&W**: M&P .45 4.5"
Fit 152 - Plain Black - Right Hand	**S&W**: M&P .45 4.5"
Fit 153 - Plain Black - Left Hand	**S&W**: M&P .45 4.5"
Fit 154 - STX Plain Black, Mid-Ride Belt Loop, Right Hand	**BERETTA**: PX4 STORM 9/40
Fit 155 - STX TAC Black, Mid-Ride Belt Loop, Left-Hand	**BERETTA**: PX4 STORM 9/40
Fit 156 - For Pistols, Right Hand, Black, STX TAC, Hood	**S&W**: M&P COMPACT 9/40/357, M&P Shield 9/40
Fit 157 - For Pistols, Left Hand, Black, STX TAC, Hood G	**S&W**: M&P COMPACT 9/40/357, M&P Shield 9/40
Fit 158 - Belt Holst, STX Finish wTac Light Right Hand,	**S&W**: M&P 9/40/357
Fit 159 - Plain Black, Right Hand, ALS Mid-Ride	**GLOCK**: 19, 23, 32
Fit 160 - Plain Black, Left Hand, ALS Mid-Ride	**GLOCK**: 19, 23, 32
Fit 161 - Black Basketweave, Right Hand, ALS Mid-Ride	**GLOCK**: 19, 23, 32
Fit 162 - Holster, Glock 19, 23, w/ITI M3, TLR-1, Insigh	**GLOCK**: 19, 23
Fit 163 - STX Basketweave, Right Hand, Hood Guard	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 164 - STX Plain Black, Right Hand, ALS Mid-Ride	**S&W**: M&P .45 4.5"
Fit 165 - STX Basketweave Black, Right Hand ALS mid ride	**S&W**: M&P .45 4.5"
Fit 166 - STX Finish with Tac Light	**S&W**: M&P .45 4.5"
Fit 167 - STX Finish with Tac Light	**S&W**: M&P .45 4.5"
Fit 168 - STX Basket Black, Right Hand, ALS Mid-Ride	**S&W**: M&P .45 4.5"
Fit 169 - Holster, Basketweave Black, Right Hand	**S&W**: M&P .45 4.5"
Fit 170 - Mid-Ride Duty STX Basketweave Black Right Hand	**S&W**: M&P .45 4.5"
Fit 171 - Mid-Ride Duty STX Basketweave Black Left Hand	**S&W**: M&P .45 4.5"
Fit 172 - Plain Black Right Hand, Hood Guard	**S&W**: M&P .45 4.5"
Fit 173 - Mid-Ride Duty STX Basketweave Black Right Hand	**S&W**: M&P .45 4.5"
Fit 174 - Mid-Ride Duty STX TAC Black Right Hand	**KIMBER**: 5" 1911 W/RAIL; **SIG-SAUER**: 5" 1911 W/RAIL
Fit 175 - Duty STX TAC Black Right Hand, Hood Guard/	**SIG-SAUER**: P228, P229
Fit 176 - STX Basket weave	**SIG-SAUER**: P226R/ P220R (w/rail)
Fit 177 - RH, STX Basket weave	**SIG-SAUER**: P226R/ P220R (w/rail)
Fit 178 - Left Hand, STX TAC Black	**SIG-SAUER**: P226R/ P220R (w/rail)
Fit 179 - RH- Glock Model 37, 4.5" BBL w/ITI M3, TLR-1,	**GLOCK**: 37
Fit 180 - LH - Glock Model 37, 4.5" BBL w/ITI M3, TLR-1,	**GLOCK**: 37
Fit 181 - STX Basket Black, Right Hand, Hood Guard	**GLOCK**: 37
Fit 182 - Plain Black Right Hand, Hood Guard	**GLOCK**: 37

HOLSTER FIT CHART	
Fit 183 - Duty STX TAC Black Right Hand, Hood Guard/	**GLOCK**: 17, 22, 31
Fit 184 - Duty Hi Gloss Black Left Hand, Hood Guard/	**GLOCK**: 17, 22, 31
Fit 185 - Duty STX Basket Weave Black Right Hand	**GLOCK**: 17, 22, 31
Fit 186 - Right Hand, STX Black	**H&K**: USP 9/40
Fit 188 - Right Hand, Plain Black	**H&K**: USP 9/40
Fit 189 - Left Hand, Plain Black	**H&K**: USP 9/40
Fit 191 - STX Tactical Black, Mid-Ride Belt Loop, Right Hand	**SIG-SAUER**: P250
Fit 192 - STX Tactical Black, Mid-Ride Belt Loop, Left Hand	**SIG-SAUER**: P250
Fit 193 - Plain Black, Mid-Ride Belt Loop, Right Hand	**SIG-SAUER**: P250
Fit 194 - Plain Black, Mid-Ride Belt Loop, Left Hand	**SIG-SAUER**: P250
Fit 197 STX Tactical, Black Sig P220R Right	**SIG-SAUER**: P226R (w/rail) w/bobbed hammer, P226R/ P220R (w/rail)
Fit 198 STX Tactical, Black Sig P220R Left	**SIG-SAUER**: P226R (w/rail) w/bobbed hammer, P226R/ P220R (w/rail)
Fit 199-RH STX Tac Black	**S&W**: M&P .45 4.5"
Fit 200-LH STX Tac Black	**S&W**: M&P .45 4.5"
Fit 201-LH Plain Black	**S&W**: M&P .45 4.5"
Fit 202 STX Basket Weave G17, 22 Right	**GLOCK**: 17, 22
Fit 203 STX Basket Weave G17, 22 Left	**GLOCK**: 17, 22
Fit 204 -LH BasketWeave Black	**GLOCK**: 17, 22
Fit 205 High Gloss G17, 22 Right	**GLOCK**: 17, 22
Fit 206 STX Plain Black G17, 22 Right	**GLOCK**: 17, 22
Fit 207 STX Basket Weave G17, 22 Left	**GLOCK**: 17, 22
Fit 208 STX Plain Black G17, 22 Left	**GLOCK**: 17, 22
Fit 209 STX Plain Black G17, 22 Right	**GLOCK**: 17, 22
Fit 210 Plain Black G37 Right	**GLOCK**: 37
Fit 214 STX Basket Weave Sig P229R Left	**SIG-SAUER**: P229R (w/rail)
Fit 215 STX Basket Weave Sig P229R Right	**SIG-SAUER**: P229R (w/rail)
Fit 216 STX High Gloss G34, 35 Left	**GLOCK**: 34, 35
Fit 217 STX High Gloss G34, 35 Right	**GLOCK**: 34, 35
Fit 218 STX Tactical, Black G34, 35 Right	**GLOCK**: 34, 35
Fit 219 High Gloss G30S Right	**GLOCK**: 30
Fit 220 Plain Black G29, 30 Right	**GLOCK**: 29, 30
Fit 222 STX Basket Weave G20, 21 Right	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 223 High Gloss G20, 21 Left	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 224 High Gloss G20, 21 Right	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 225 STX Plain Black G20, 21 Left	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 226 STX Basket Weave G20, 21 Left	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 227 STX Plain Black G20, 21 Right	**GLOCK**: 20, 21, 21 SF Standard Glock Rail
Fit 228 STX Basket Weave G19, 23 Right	**GLOCK**: 19, 23
Fit 229 STX Basket Weave G19, 23 Right	**GLOCK**: 19, 23
Fit 230 STX Basket Weave G19, 23 Left	**GLOCK**: 19, 23
Fit 231 Plain Black FNS 9/40 Right	**FN**: FNS 9/40
Fit 233 STX Tactical, Black Spring XD Right	**SPRINGFIELD**: XD 9/40 4"

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Safariland 6378 ALS Paddle Holster - STX Plain Black, Right Hand 6378-832-411 w/ Free Shipping — 7 models

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Safariland 6378 ALS Paddle Holster



Customer Reviews

Helpful Positive Review
Serpa Killer
by Legacy Reviewer, April 15, 2012
I switched out all of my old serpas for this model. It has great retention and is fast and easy to use. Safariland needs to get on the ball and design a functional model finder Pros: quality, ease of use, retention, felt lining Cons: finding the corr...
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Most Recent Review
Safariland ALS works!
by Legacy Reviewer, July 8, 2013
Initial impressions are that the holster works as advertised. Thumb catch release is intuitive and easy to operate. Everything works consistently in initial trial and I hope it works as well in practice. Paddle is large, but not uncomfortable and...
Read More...
1/1 found this helpful

Most Recent Review
Safariland 6378 ALS Paddle Holster
by Legacy Reviewer, June 9, 2013
I love this item!! Pros: Great and sturdy Cons: I ca leave my flashligt on it

Most Recent Review
Good Holster
by Legacy Reviewer, April 19, 2013
I have been looking for a good off duty holster for the Glock 19 with the TLR 1s. This holster works great. Cons: none

Most Recent Review
Detective
by Legacy Reviewer, March 25, 2013
Excellent holster that has retention and very quick release. I am a big fan of this holster.

Read All 9 Reviews

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Safariland 6378 ALS Paddle Holster - STX Plain Black, Right Hand 6378-832-411 Product Info

Safariland 6378 ALS Paddle Holster - STX Plain Black, Right Hand 6378-832-411 on sale and available from our online store. **OpticsPlanet, Inc** is an Authorized US Distributor for **Safariland Holsters <http://www.opticsplanet.com/safariland-holsters.html>** .

Specifications for Safariland 6378 ALS Paddle Holster - STX Plain Black, Right Hand 6378-832-411:

Category:	Concealment Holsters
Finish/Color:	STX Plain Black
Fits:	**Glock with Lights** - 17,22, 19, 23 w/ITI Streamlight M3, TLR-1, Surefire X200, X300, LAS-TAC 2, or Insight XTI Procyon

Type: Right Hand

* This picture above is representative of the group of items. It may not match the exact item that you are looking at. Please make sure to read specifications of the individual item.

Features of Safariland ALS Paddle Holster 6378 series:

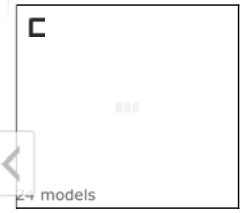
The Model 6378 is a concealment version of the all Automatic Locking System (ALS) series holster.
Once the weapon is holstered, it 'locks' into place, providing an extra measure of security from the standard open top holsters. A simple straight draw is possible once the ALS is de-activated by your thumb while obtaining shooting grip. IDPA approved.
The Model 6378 features an all injection molded paddle design that is highly concealable and rides close to the body with a slightly forward weapon cant.
Additionally it features suede lining to help protect the gun's sights and finish. Its SAFARILAMINATE structure with wraparound design provides the strongest design combination available. Available in STX Plain Black and Carbon Fiber Look.

We offer complete line of **Safariland Holsters <http://www.opticsplanet.com/safariland-holsters.html>** . For our complete selection of products by **Safariland <http://www.opticsplanet.com/safariland-brand.html>** on sale please visit our **Safariland <http://www.opticsplanet.com/safariland-brand.html>** page. For more **Holsters <http://www.opticsplanet.com/holsters.html>** please visit our **Holsters <http://www.opticsplanet.com/holsters.html>** store section.

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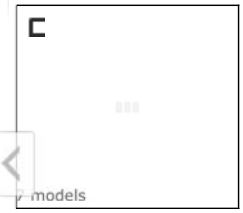
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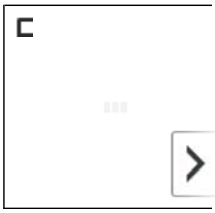
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SAFARILAND

Model 6378 ALS® Paddle Holster

MODEL: 6378 | SKU: 1103610 | PART: 6378-450-411

Open-Top Paddle Holster with ALS®

Combining the concealable, accessible design of an open-top paddle holster with the security of ALS®, the Safariland® Model 6378 Holster is made for the rigors of daily use by plain-clothed officers and sidearm carriers. ALS® locks the firearm securely in place when holstered, but still allows a natural draw with a swipe of the thumb release as you establish your grip. SafariLaminate™ construction makes the holster strong on the outside, while SafariSuede™ on the inside protects your firearm's front sight and finish. The Model 6378 comes with both the paddle attachment and a standard belt loop, making this holster as versatile as it is functional.

Click here to see our finishes and colors

FIREARMS FOR THIS HOLSTER

4.7 | 60 Reviews

56 out of 58 (97%) reviewers recommend this product

WRITE A REVIEW








2. Color More about colors



3. Material More about materials

HARDSHELL STX

4. Finish More about finishes

STX PLAIN

5. Draw Hand

RIGHT

Quantity

1

$56.00

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ADD TO CART

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Features | Videos | Gun Fit Chart

- **ALS® secures the firearm while allowing a fast draw**
- **High, close-to-the-body ride for easy concealment under a jacket**
- **Includes paddle and belt loop attachments**
- **Paddle is contoured for hip carry and features a slight forward cant**
- **Belt loop adjusts for cant and fits 1.5-inch (38mm) to 1.75-inch (44mm) belts**
- **Durable SafariLaminate™ thermal-molded construction**
- **Non-abrasive SafariSuede™ lining protects firearm finish**

Add-Ons & Mounting Options



MODEL 6006 ALS® GUARD



MODEL 6008 HOOD GUARD AND ALS® GUARD

Add-Ons



MODEL 567BL INJECTION MOLDED BELT LOOP



MODEL 6004-19 QUICK LOCKING SYSTEM HOLSTER FORK (QLS 19)

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Select a row below to filter reviews.

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Average Customer Ratings

Overall	4.7
Quality of Product	4.8
Value of Product	4.7

Most Helpful Favorable Review

DanLee · a year ago ★★★★★

Best holster for my Sig p229

Draw is very simple and quick. With the QLS changing the holster to a drop thigh or waist carry is e… Show Full Review

9 of 10 people found this helpful

See more 4 and 5 star reviews

Most Helpful Critical Review

3MMMcubed · a year ago ★ Top Contributor

Too Little for Too Much

Safariland retention holsters are great stuff: the materials are top-notch, the designs are simple, … Show Full Review

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★★★★★ Glockman84 · a year ago

Safariland is #1 in Tactical Gear-Read+See Proof!

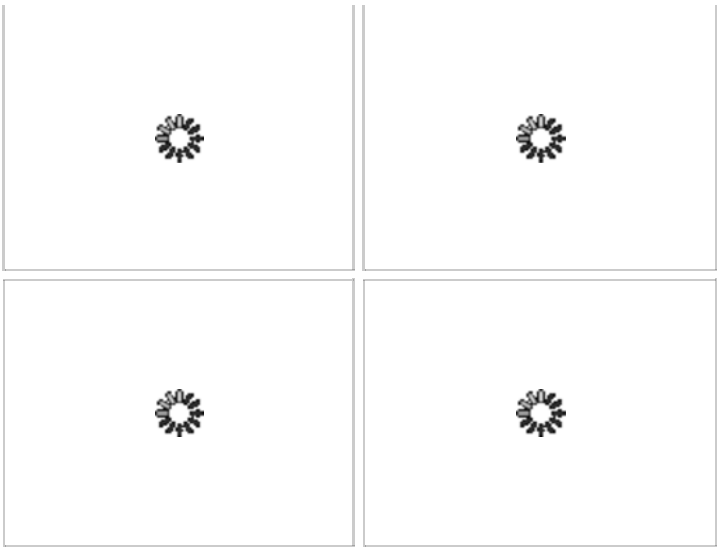
Quality of Product

Value of Product

SEE THE 4 PICTURES BELOW AND THEY'LL SHOW YOU HOW GREAT AND PROTECTIVE THESE SAFARILAND HOLSTERS ARE- AFTER ALMOST 4 YEARS MY GUN AND HOLSTER LOOK BRAND NEW. THIS IS MY PRIMARY GUN THAT'S BEEN CARRIED DAILY MOST OF THE TIME AND STILL SEVERAL TIMES A WEEK! NOT 1 SCRATCH! READ DETAILS: I have this exact same Holster for my Glock Model 21 Full Size .45 ACP Pistol which is my Primary Weapon and the Holster has been a treaure to own. The Construction is Top Quality and the Retention System is Awesome as well. It certainly is great to have the confidence that nobody is going to be able to get the Gun away from me due to the Strong, yet Easily Operated Retention System and once I'm ready to draw my weapon it's a very fast, smooth, and totally instinctive process which is far superior to other Holsters on the market, and the Safariland Holster is a better Value as well so it's a win-win situation. I really like having the Belt Attachment and the Paddle Attachment to use for whatever the situation may call for and the option to change from the belt attachment to the paddle(or vice versa) in just a moment- it's easily done in 1 minute or less. I must comment on how this Holster is Superior in another way to the competition, it actually has an inner lining of cowhide/leather to keep your gun protected and looking great, my gun still looks brand new with none of the usual holster marks, scuffs, etc. and I have owned this Gun + Safariland Holster for over 4 Years- I bought them both on the same day and they have both been a pleasure to work with. You can't go wrong with Safariland Equipment, this Holster and the Condition of my Primary Weapon are Proof of how much quality you get with Safariland Products. The VERSATILITY of this holster is awesome plus it has a great, maintenance free finish so it always looks like new and if by chance it gets dirty, a quick wipe-down with a damp cloth and it looks perfect again. I Love the fact that I can mount any common Tactical Light to my Pistol's front accessory rail and it still holsters and releases as fast as lightning- this holster has the smoothest release of any I've ever seen and that translates to getting a faster sight acquisition and then of course, a quicker shot. Also, upon re- holstering the Firearm you hear a clear audible "click" to let you know it's safely in

place and isn't coming out again until you, and only you want it to. Then there is the fact that you can get the Quick Attachment Reciever Plates and they quickly allow you to move the Holster from your side to a leg/ thigh mounted attachment, or onto a tactical/M.O.L.L.E. Style Vest or anything else imaginable, I like one in my Truck directly under the dash so I can take the Holster off and mount it there to have easy access to it while commuting around town, or on a road trip, I've been in places where I was very thankful it was there, I prefer another mount on my bed frame so just in case I hear an odd noise or anything strange I can have it in my hands almost instantly and turn on my rail mounted light to investigate, these attachment points are awesome and you can mount them virtually anywhere, even under your office at work for instant access or if you work in/own a convenience store and mount one under the counter, these simple attachment points can give you & others some peace of mind and could very easily save your life or the life of someone else/others. I hope that isn't necessary but if it comes down to the wire I would want to save my loved ones and myself instead of becoming another statistic. Simple Tools like this save lives and are infinitely valuable in my opinion. I just can't say enough good things about this holster, and after looking at themarket and my experience with all brands/ststyles of Holsters I have to put this one at the top of the list, and the value is simply amazing. There are more expensive holsters available but there are none any better or as versatile as this one, especially considering the value price these sell for Brand New! Find which style Safariland Holster you like and find most practical for your Gun/Needs and Buy It! You won't regret, I have several but I'm getting ready to order another Safariland Holster for my Glock Model 30 Compact .45 ACP Pistol. I am following my own advice, I really like thesr ALS Series Holsters and in my opinion you can't get a better quality, safer, and more durable/versatile holster for an amount of money. Lucky for us, these wonderful Safariland Holsters are incredibly affordable and most definitely deliver more function, reliability, and durability than anything I've seen yet, so I'll stick with these highly recommend them to anyone looking for a quality holster that'll do it all!

✔ **Yes**, I recommend this product.



Helpful? Yes · 5 | No · 1 Report

★★★★★ Safe in Texas · 6 hours ago

Great Product

I bought this product for my husband for Christmas since Texas was going to open carry. Not sure if we will ever carry open but, just in case we do it is a great holster. Now I just need to get one for myself.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 0 | No · 0 Report

★★★★☆ Noob · 7 months ago

Verified Purchaser

Glock 34 with TLR-1 - very few holster options.

Aim was to have a Level 2 holster for a bumb-in-the-night pistol setup. As it is the options for this are quite limited with a Glock 34 and a TLR light setup. Safariland ALS system is a secure setup, which ensures retention and fast access. Using the holster the draw is as fast as it was with a ALS no light holster. Reholstering is slower and one has to pay attention to position the gun right before pushing it into the holster. The gun is protected from all sides other than the top part. I would qualify this holster as a light duty holster if one can bring in enough training to overcome the fiddle when re-holstering.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 1 | No · 0 Report

★★★★★ Louisiana PO · 11 months ago

Best I've owned.

I have been using this holster for about 5 years for a Glock 19. This holster is built with excellent quality, offers great retention, and good concealment. The retention close to the body makes it more difficult to access by another person and allows you to block that retention mechanism with your body if need be. Also a very quick draw as the retention works with the natural gripping of the weapon in the holster. Only downfall (very minor) was the length of the holster. I actually switched to the model made for the 26 which is shorter and still works with the 19.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 3 | No · 0 Report

★★★★★ Wayne · a year ago

Best Holster

I bought an ALS paddle holster to use on and off duty and it was without a doubt the best decision I have ever made. The paddle is perfectly designed to anchor the holster exactly where you want it. The ALS system is super easy to ues and the fact that the lock engages upon holstering is a tremendous assett. I will never use anything othe rthan a Safariland holster. I have worked with officers that used other brands and styles of holsters but once they see and use mine they go and get themselves a Safariland.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 3 | No · 0 Report

★★★★★ DanLee · a year ago

Best holster for my Sig p229

Quality of Product

Draw is very simple and quick. With the QLS changing the holster to a drop thigh or waist carry is extremely simple and dynamic. Would highly recommend this holster for those wanting a heavy duty reliable holster for any application. Does sit a little far out from waist to be truly concealable.

Value of Product

Yes, I recommend this product.

Helpful? Yes · 9 | No · 1 Report

★★★★★ Brandon1804 · a year ago

Fast holster, durable material, worth every penny

I purchased this holster during my policy training academy. I have purchased another since because they are that good. I bought another for a different model. I started my academy with a blackhawk holster because that was what was the hot item at the time. The blackhawk was fast and easy to get out (too easy - found that out during weapon retention when it was easily removed from my holster). I quickly changed to this holster which is not only just as fast, but for more durable with a much better retention feature.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 2 | No · 0 Report

★★★☆☆ Roadblock · a year ago

Nice holster

I like the the durability of the holster. It's a little bulky for concealing it especially with the paddle attached.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 4 | No · 0 Report

1–8 of 60 Reviews ◄ ►

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Safariland Qls19 Locking Fork W/two Qls22 - QUICK-

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Package Contents:

- Safariland Model QLS Kit 4 Quick Holster Locking System

The *Safariland Qls19 Locking Fork W/two Qls22* is a quality addition to the **Safariland <http://www.opticsplanet.com/safariland-brand.html>** lineup. For more great deals on *Holster Accessories <http://www.opticsplanet.com/holster-accessories.html>* by Safariland <http://www.opticsplanet.com/safariland-brand.html> , please browse our **Safariland Holster Accessories** page.

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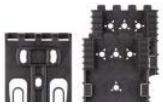
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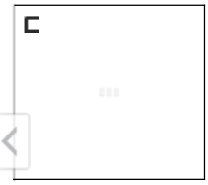
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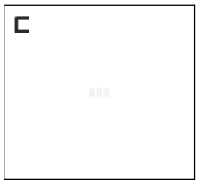
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Product Code **DS-HH-QUICK-KIT4-2**
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DESCRIPTION MODELS & PART NUMBERS

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SIG SAUER SRD762 QD





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DESCRIPTION

DETAILS

When Sig Sauer Silencers released their SRD-series rifle suppressors, they definitely caught our attention!



(http://blog.silencershop.com/wp-content/uploads/Sig_SRD_Comparison.jpg)

Unlike previous suppressors from Sig, the SRD models are some of the most accurate and best performing suppressors on the market - due to multiple innovative design concepts that Sig is pioneering.

The single-tube design allows for additional internal volume; while maintaining, or exceeding, the strength of traditional 2-tube designs. As a direct result of the additional volume, the SRD suppressors are some of the **quietest suppressors we've used** - while having exceptionally low blow-back in semi-automatic weapons!

Sig has a reputation for precision manufacturing - and that experience has allowed them to use very tight tolerances, which equate directly to **increased accuracy** and **reduced Point Of Impact shift**.

If there is damage to the front of the suppressor, or any of the internal baffles, the SRD can be easily repaired because the rear section is the only serialized partTake a look at this photo of an SRD suppressor, in the middle, compared to traditional suppressor designs:

1. Porting allows the SRD suppressors to efficiently use the internal volume - which directly equates to a quieter design
2. The single tube design is lighter, quieter, and just as strong - by using Sig's precision welding

After shooting the SRD series suppressors, I think it should be on the comparison list for anybody looking at a new rifle suppressor.

WHAT ARE THE CRITICS SAYING?

- Todd Huey, with Lone Star Boars, made a video of his hog hunt with the Sig

SRD762Ti-QD (https://youtu.be/_8f56Nseh9I)

- Tom McHale reviewed the Sig SRD762Ti-QD (https://www.gunsamerica.com/blog/sig-sauers-srd762ti-qd-308-rifle-silencer/)
- Tom McHale made a video review of the Sig SRD762Ti-QD (https://www.youtube.com/watch?v=w8OYdvGlqP4)
- Read more about why we think the Sig SRD rifle suppressors are so innovative (http://blog.silencershop.com/silencer-innovation-sigsrd/)

ADDITIONAL COMMENTARY

The SRD762 QD is a Stainless Steel/Nickel alloy based silencer that use QD (Quick Disconnect) muzzle devices to attach the silencer to the rifle. Stainless/Nickel alloy silencers provide the highest level of durability, particularly with Short Barreled hosts using SuperSonic ammunition. The 7.62mm QD muzzle device system is available in 5/8”-24tpi threads match the vast majority of modern sporting rifles in .308/7.62mm on the market today. The rear mount has wrench flats to torque the silencer to the barrel. There is a secondary retention latch that is depressed to remove the silencer from the QD mount.

The SRD762 QD is rated up too 300 Win Mag and any other rifle cartridges that are of equal or less projectile diameter, pressure and case capacity. Examples of this would be .204 Ruger, .223/5.56x45mm, 5.45x39mm, 7.62x35 (300 Blackout) 6.5 Grendel, 6.5 Creedmoor, 6.8 Spc, .260 Remington and other cartridges. The SRD762 QD comes with one 5/8”-24tpi "Taper-Lok" Muzzle Brake.

SPECIFICATIONS

VIDEOS

REVIEWS

SIG SAUER SRD762 QD

Email to a Friend (http://www.silencershop.com/sendfriend/product/send/id/4393/cat_id/110/)

SKU: SIG SRD762-QD

The SRD762-QD is a Stainless Steel/Inconel, Quick-Attach silencer that will hold up to high volume fire from a short barrel weapon

Availability: Backorder

MSRP ~~$695.00~~

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QTY: 1

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RIFLE SILENCERS



SRD762-QD

- 7.62 NATO
- 140 dB
- Inconel 718
- Fast-Attach

The SRD762-QD is an Inconel 718 silencer using fast-attach muzzle de to attach the silencer to the rifle. Inconel 718, a Nickel Alloy Stainless provides the highest level of durability, particularly with short-barreled using supersonic ammunition. The 7.62mm muzzle device is available 5/8"-24tpi threads matching the vast majority of modern sporting rifl in .308/762 on the market today. The rear mount has wrench flats to t the silencer to the barrel. There is a secondary retention latch that is depressed to remove the silencer from the mount.

The SRD762-QD is rated up to 300 Win Mag and any other rifle cartrid that are of equal or less projectile diameter, pressure and case capac Examples of this would be .204 Ruger, .223/5.56x45mm, 5.45x39mm 7.62x39mm, 7.62x35 (300 Blackout) 6.5 Grendel, 6.5 Creedmoor, 6.8 S .260 Remington and other cartridges. The SRD762-QD comes with on 5/8"-24tpi Taper-Lok muzzle brake.

Specs

SIZE	7.0x1.625 in. / 177.8x41.14 mm
WEIGHT	17.0 oz. / 481.9 g
THREADS	5/8-24 tpi

$695

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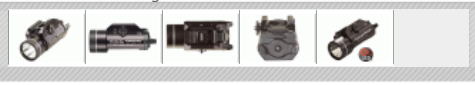
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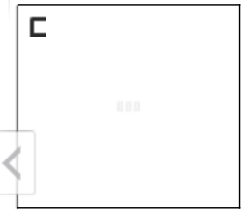
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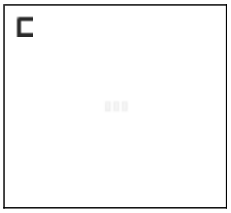
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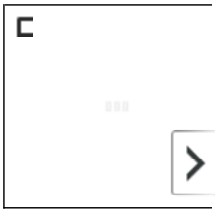
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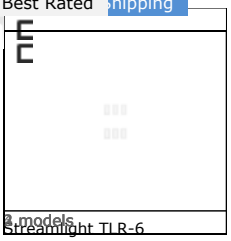
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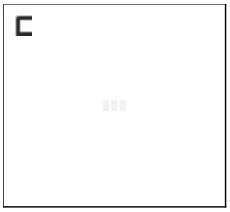
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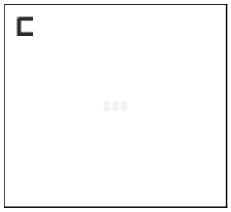
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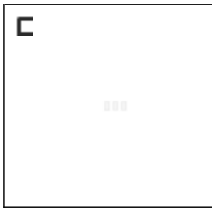
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The *Streamlight Tlr-1 Flashlight With Strobe* is a quality addition to the **Streamlight <http://www.night-optics.com/streamlight-brand.html>** lineup. For more great deals on *Weapon Lights* by Streamlight <http://www.night-optics.com/streamlight-brand.html>, please browse our **Streamlight Weapon Lights** page.

Model List:

Streamlight Tlr-1 Flashlight With Strobe Related Products

Best Rated



8 models

Free 2 Day Shipping



As Low As
$117.49
Save up to 43%

~~$260.10~~
$134.79
Save 48%

Free 2 Day Shipping



Streamlight TLR-6 Subcompact Gun-Mounted Tactical Light with Red

~~$122.95~~
$101.49
Save 17%

Free 2 Day Shipping



Streamlight TLR-1 HL Flashlight Long Gun Kit w/ 630 Lumens

~~$299.00~~
$175.99
Save 41%

Free 2 Day Shipping



Streamlight TLR-2G LED Rail-Mounted Weapon Light with Green Laser

~~$507.72~~
$279.99
Save 45%

Free 2 Day Shipping



2 models

Streamlight TLR-1 Game Spotter Green LED Gun Light for Game Tracking

As Low As
$117.59
Save up to 46%

Best Rated



4 models

Streamlight TLR-3 Compact Rail Mounted Tactical Light

As Low As
$89.79
Save up to 38%

Free 2 Day Shipping

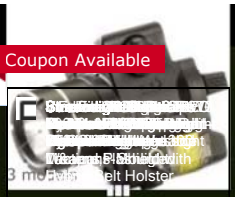


Streamlight TLR-1 IR Weapons-Mounted Tactical Light

~~$207.04~~
$131.99
Save 36%

Best Rated

Coupon Available



Streamlight TLR-4G Compact Tactical Light w/ Green Laser - 115 Lumens

2 models



2 models

Streamlight TLR-1S HP Strobing Rail Mounted Tactical Flashlight

As Low As

$129.79

Save up to 46%

Products You've Viewed



Streamlight Tlr-1 Flashlight With Strobe

$147.99

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SAFARILAND

Model 77 Double Magazine Pouch

MODEL: 77 | SKU: 1136059 | PART: 77-083-9B

The Model 77 Double Magazine Pouch is designed to carry two magazines on a 2.25 in. (58 mm) duty belt. The 77 features both vertical and horizontal belt slots, allowing it to ride in either a vertical or low-profile horizontal position. A magazine tension screw located between the two pouches allows for easy retention adjustment. It's constructed of rugged SafariLaminate™ and is available in several scuff-resistant finishes with four different closures.

4.3 | 4 Reviews

3 out of 4 (75%) reviewers recommend this product

WRITE A REVIEW



Quantity

1

$45.25

Allow 14 days to fill your order, special order items may take longer.

ADD TO CART

ADD TO WISHLIST

Sizing

Our Magazine pouches are customized to the make & model of your gun. In order to add the correct pouch to your cart, please find your gun model below & use the indicated "Size Group " value in the "Size" drop down above.

Manufacturer	Model(s)	Size Group
AMT	Hardballer	Group 7
Beretta	90 Two, 92D, 92DS, 92F, 92FS M9A1, 92FS Vertec, 92G Brigadier, 92FS, 92FS Centurion, 92G, 96 Centurion, 8000, 8040, 96, 96D, 96DC, 96DS, 92SD, 96G, Brig.92FS, D, 96Brig.D, G, 96G SD	Group 8
	92FCM, 92FM, 92DM	Group 7
	Cougar 8045F, PX4	Group 9
Browning	BDM 9mm, High Power 9mm, PRO-9	Group 8
Colt	Combat Elite, Commander, Delta Elite, Delta Gold Cup, Gold Cup National Match, Government 1911, Officer's 45ACP	Group 7

b: Authentic Reviews

Reviews

WRITE A REVIEW

Rating Snapshot	Average Customer Ratings
Select a row below to filter reviews.	Overall ★★★★½ 4.3
5★ 3	Quality of Product 4.0
4★ 0	Value of Product 4.0
3★ 0	

2★ 1

1★ 0

1–3 of 4 Reviews Sort



★★☆☆☆ 44magman · 9 months ago

Double Mag Pouch

The tension screw does not provide equal tension on the mags. The mounting bracket pushes the pouch way out and away from the belt so that the pouch does not mold to the contour of the duty belt. Poorly designed!

Quality of Product

Value of Product

No, I do not recommend this product.

Helpful? Yes · 2 | No · 2 Report



★★★★★ tymart17 · 3 months ago

Verified Purchaser

Don't buy anything else

I have used a lot of other brands and nothing compares to safariland products. The material hold up very well and looks the best. I always get compliments from my sheriff and others at the office. Have spent many days in the rain, snow, cold and heat with a lot of there products.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 0 | No · 0 Report



★★★★★ spnasci · 4 months ago

Great quality pouch

Pretty good pouch. Does its work nicely holding the mags securely in place.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 0 | No · 0 Report



1 Ratings-Only Review

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STAY ON TARGET WITH AR15 LIGHTS & SIGHTS SHOP NOW

Safariland 77 Double Handgun Magazine Pouch - Hi Gloss Black, Ambidextrous 77-283-9 77-283-9

not yet rated review & rate no social comments yet. add a comment



Safariland 77 Double Handgun Magazine Pouch - Hi



Customer Reviews

- Safariland Pouches Reviews
- Pouches Reviews
- Safariland Reviews
- All Customer Product Reviews

Code: DS-MZ-77-283-9
MPN: 77-283-9
UPC: 781602056229

~~$45.25~~ Save 30% **$31.49**

Add to Cart

In stock.

Safariland 77 Double Handgun Magazine Pouch - Hi Gloss Black, Ambidextrous 77-283-9 Product Info

Safariland 77 Double Handgun Magazine Pouch - Hi Gloss Black, Ambidextrous 77-283-9 on sale and available from our online store. **OpticsPlanet, Inc** is an Authorized US Distributor for **Safariland Pouches <http://www.opticsplanet.com/safariland-pouches.html>** .

Specifications for Safariland 77 Double Handgun Magazine Pouch - Hi Gloss Black, Ambidextrous 77-283-9:

Category:	Tactical Accessories
Finish/Color:	Hi Gloss Black
Fits:	**Glock** - 19,23,25,32 **SigSauer** - P250DC
Type:	Ambidextrous

* This picture above is representative of the group of items. It may not match the exact item that you are looking at. Please make sure to read specifications of the individual item.

Features of Safariland Double Handgun Magazine Pouch 77 series:

- Fits belts 2.25" wide
- Available in Plain Black, Basket Weave, Hi-Gloss or STX TACTICAL finish
- Part of the 6004/6005 Tactical System

We offer complete line of **Safariland Pouches <http://www.opticsplanet.com/safariland-pouches.html>** . For our complete selection of products by **Safariland <http://www.opticsplanet.com/safariland-brand.html>** on sale please visit our **Safariland <http://www.opticsplanet.com/safariland-brand.html>** page. For more **Pouches <http://www.opticsplanet.com/pouches.html>** please visit our **Pouches <http://www.opticsplanet.com/pouches.html>** store section.

Safariland 77 Double Handgun Magazine Pouch - Hi Gloss Black, Ambidextrous 77-283-9 Similar Products

1–4 / 10

Best Rated

3 models

Blackhawk Double Mag Case Double / Single Stack, 9 mm/.40 Cal Size, .45ACP (85)

As Low As

$24.89

Save up to 25%

Best Rated

9 models

Galco Double Magazine Carrier (27)

~~$72.95~~

$58.36

Save 20%

Coupon Available

28 models

Blade-Tech Revolution DMP Mag Pouch (4)

As Low As

$25.49

Save up to 19%

Safariland 77 Double Handgun Magazine Pouch - Hi Gloss Black, Ambidextrous 77-283-9 Related Products



7 models

Uncle Mike's Law Enforcement Fitted Pistol Magazine Pouches w/ Insert (3)

As Low As

$15.59

Save up to 37%



Safariland 12-gauge Shell Holder For Belt

~~$35.00~~

$19.99

Save 43%



Safariland 573 Series Concealment Magazine Right Hand Paddle Holder, Single (1)

~~$46.00~~

$39.49

Save 14%



Safariland 38 OC Spray Holder, Standard, Top Flap 38-3-13PBL

~~$30.00~~

$18.99

Save 37%

Best Rated



78 models



2 models

Safariland 074 Concealment Magazine Paddle Holder

(11)

As Low As
$16.89
Save up to 28%

Safariland 340 Speedloader Holder, Double, 2 Snap 340-

As Low As
$24.99
Save up to 48%



Safariland Double Cuff Case For Hinged Cu

~~$49.25~~
$27.99
Save 43%



Safariland 76 Single Handgun Magazine Pouch - Plain Black, Ambidextrous

~~$35.00~~
$19.99
Save 43%



6 models

Safariland 761 Safari-Laminate Radio Carrier 761-X-4

As Low As
$29.99
Save up to 34%



Safariland 77 Double Handgun Magazine Pouch - Basket Black, Ambidextrous

~~$45.25~~
$31.49
Save 30%

Safariland 77 Double Handgun Magazine Pouch - Black, Nylon-Look,

~~$45.25~~
$25.99
Save 43%

Safariland 77 Double Handgun Magazine Pouch - Plain Black, Ambidextrous

~~$45.25~~
$25.99
Save 43%

Best Rated

Safariland 38 OC Spray Holder, Standard, Top Flap 38-4-4HS

(1)

2 models

~~$25.99~~

$21.99

Safariland [illegible] Holster

(6)

~~$38.00~~ As

$[illegible]

Save [illegible]% to 39%

Safariland 771 Single Long Gun Magazine Pouch - Basket Black, Right Hand

~~$35.00~~

$17.99

Save 49%

Safariland 77 Double Handgun Magazine Pouch - Hi Gloss Black, Ambidextrous 77-283-9 Comments

Products You've Viewed

Safariland 77 Double Handgun Magazine Pouch - Hi Gloss Black,

~~$45.25~~

$31.49

Save 30%

2 models

Safariland 6280 Level II Retention, Mid-Ride Holster - Hi Gloss Black, Right Hand

As Low As

$119.99

Save up to 38%

On Sale

7 models

Safariland 6378 ALS Paddle Holster - STX Plain Black, Right Hand 6378-832-411

(9)

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Safariland 75 Open

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Safariland 77 Double Magazine Pouch

Our Price $36.20 | You Save 20% | Retail $45.25

No: 23-3500

Basketweave / Hidden Snaps

Sig P226, P228

Add to Cart



The Safariland 77 Double Magazine Pouch is top-of-the-line and is designed to carry two magazines of ammunition on a 2.25" duty belt. It features both vertical and horizontal belt slots, allowing it to ride in either a vertical or low-profile horizontal position. There is a tension screw located between the two pouches provides for easy magazine retention adjustment. It also has wide radius edges. Construction is of rugged Safari-Laminate and is available in three scuff-resistant finishes with three different closures.

- Slides on to 2-1/4 inch Sam Browne belts
- Horizontal or Vertical carry
- Chrome, Brass or Hidden Snaps
- Available in assorted finishes

Top Magazine Pouch

Safariland 75 Open Top Magazine Pouch - STX Finishes



Safariland 73 Open Top Magazine Pouch - Adjustable Position



Safariland 74 Handgun & Rifle Magazine Pouches



Safariland 72 Double Mag / Cuff Pouch



Safariland 78 Slimline Double Magazine Pouches



Safariland 78 Slimline Double Magazine Pouches - STX Finishes



Safariland 79 Slimline Open Top Double Magazine Pouches



Safariland 79 Slimline Open Top Double Magazine Pouch - STX Finish



Safariland 777

Slimline Triple Magazine Pouches

Safariland 777 Slimline Triple Magazine Pouches - STX Finishes



Safariland 775 Slimline Open Top Triple Mag Pouch



Safariland 775 Slimline Open Top Triple Mag Pouch - STX Finishes



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SKU: SLD-77

Safariland Model 77 Double Handgun Magazine Pouch

Be the first to review this product

$33.99

Available in Plain Black, Basket Weave, Hi-Gloss or STX TACTICAL™ finish

Add to Wishlist Add to Compare

Email to a Friend 0

* Fit Variations * Required Fields

Choose an Option...

* Finish

Choose an Option...

$33.99 Qty: 0

PRODUCT DESCRIPTION RELATED PRODUCT

-Fits belts 2.25" wide
-Available in Plain Black, Basket Weave, Hi-Gloss or STX TACTICAL™ finish
-Part of the 6004/6005 Tactical System

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Model 573 Open Top Magazine and HandCuff Pouch

MODEL: 573 | SKU: 1100322 | PART: 573-383-21

The Model 573 is a handy combination magazine and handcuff pouch, complete with a quick on/off paddle. It featues suede lining and holds the items securely and quietly. It features an Allen screw to adjust tension for magazine size. The unique paddle design is rigid in the center and flexible around the edges and includes a self-locking belt hook. Fits up to 1.75 in. (45 mm) belt.

ORDER MAG POUCH BY THE HAND YOU SHOOT WITH (DRAW HAND).

★★★★★ 5.0 | 1 Review

1 out of 1 (100%) reviewers recommend this product

WRITE A REVIEW



Quantity

1

$49.00

Allow 14 days to fill your order, special order items may take longer.

ADD TO CART

ADD TO WISHLIST

Features | Sizing

The Model 573 is a handy combination magazine and handcuff pouch, complete with a quick on/off paddle. Its SafariLaminate™ thermal molded construction provides durability and excellent equipment protection. Comfortable to wear, it's suede lining holds the items securely and quietly. It features an Allen screw to adjust tension for magazine size. The unique paddle design is rigid in the center and flexible around the edges and includes a self-locking belt hook. Fits up to 1.75 in. (45 mm) belt.

b: Authentic Reviews

Reviews

WRITE A REVIEW

Rating Snapshot	Average Customer Ratings
Select a row below to filter reviews.	Overall ★★★★★ 5.0
5★ 1	Quality of Product 5.0
4★ 0	Value of Product 5.0
3★ 0	
2★ 0	
1★ 0	

★★★★★ Sheriffwc · 6 months ago

Verified Purchaser

Open top mag case

Just what I wanted,works and feels great not to mention looks good to.

Quality of Product

Value of Product

Yes, I recommend this product.

Helpful? Yes · 0 | No · 0 Report

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Legislation Details (With Text)

File #:	15-601	**Version:** 1	**Name:**	Clearlake Isles Final Plat Feb 9
Type:	Agenda		**Status:**	City Business
File created:	12/15/2015		**In control:**	City Council
On agenda:	2/9/2016		**Final action:**	
Title:	Approval of the Clearlake Isles Preliminary Subdivision and Final Plat with conditions. (Community Services Director)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	Legal Description affidavit.pdf Clearlake Isles Final Plat Rev 2-2-16.pdf US1 RDA Declaration of Easement 2-3-16.pdf Site Location Map.pdf			

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 28, 2016
Agenda Date: February 9, 2016
Prepared By: Steven Biel, Senior Planner
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
Approval of the Clearlake Isles Preliminary Subdivision and Final Plat with conditions.

BACKGROUND:

Applicant: Clearlake Isles, LP
Joseph F. Chapman, IV
1002 W. 23rd St., Suite 400
Panama City, FL 32405

Location: The subject property is located on the east side of Clearlake Road, approximately 250 feet south of the Clearlake Rd./University Blvd. intersection, Cocoa, Florida and is identified by the Brevard County Property Appraiser's Office as Parcel ID No. 24-36-20-00-00258.0-0000.00.

Future Land Use: Commercial & Medium Density Residential

Zoning: RU-2-15 (Multiple Family Residential)

Existing Use: Vacant

Council District: District 4 - Councilman Furbish

The subject property contains 9.64 acres, more or less, and is located on the east side of Clearlake Road, approximately 250 feet south of the Clearlake Road/University Boulevard intersection. The applicant is proposing to subdivide the subject property into Lot 1 and Lot 2 as depicted on the Final Plat. Lot 1 is proposed to contain 1.77 acres and Lot 2 is proposed to contain 7.87 acres.

The subject property currently has a RU-2-15 (Multiple Family Dwelling) zoning designation. The developer of the property, Clearlake Isles, LP, is requesting approval for the 2-lot subdivision in order to construct an apartment complex for senior living with approximately 84 attached units with associated amenities, such as a swimming pool area, on Lot 2. The US 1 Redevelopment Agency has submitted an application to rezone Lot 1, to a C-G Commercial zoning designation in order to provide services to the residents of the proposed apartment complex as well as the surrounding community.

Furthermore, the US1 Redevelopment Agency will be executing and recording a Declaration of Easement relative to the Property. This is a condition of Plat and Site Plan approval, as the City of Cocoa is requiring that the US1 Redevelopment Agency provide for certain easements (ingress and egress, utility, stormwater drainage, sidewalk, temporary construction, and shared access for the benefit of adjacent property) so that the development of Lot 1 and Lot 2 is coordinated for efficient development and use. The easements, enumerated and further detailed in the Declaration of Easement, are summarized as follows:

1. Grant of Lot 2 Ingress-Egress Easement to Lot 1 (easement for access across road and sidewalk improvements located upon Lot 2)

2. Grant of Lot 2 Utility Easement to Lot 1 (easement for access to existing water, sewage, and drainage improvements located upon Lot 2)

3. Grant of Lot 2 Storm Water Easement to Lot 1 (easement for access to existing storm water improvements located upon Lot 2)

4. Grant of Lot 1 Sidewalk Easement to Lot 2 (easement for construction of and access to sidewalk improvement to be built upon Lot 1 by Owner of Lot 2)

5. Grant of Lot 1 Temporary Construction Easement to Lot 2 (easement for access over and across Lot 1 to allow Owner of Lot 2 to build improvements within Lot 2, and, Lot 1Sidewalk Easement)

6. Grant of Lot 2 Ingress-Egress Easement to Adjacent Property to the South (easement for shared access over sidewalk and road improvements, located upon Lot 2 and in Lot 1 ingress-egress easement, in order to access Clearlake Road).

The Declaration of Easement is a condition of Plat and Site Plan approval, and same will be recorded just prior to Plat recordation. The Plat shall reference the recorded Declaration of Easement. The Declaration of Easement is in the process of being finalized by all interested parties at the time that this agenda item was being prepared. Therefore, Staff is also requesting that the City Manager and City Attorney be authorized to modify the Declaration of Easement prior to recording to the extent necessary, provided the modifications are consistent with the site plan and plat approved by the City

Council and the objective of ensuring efficient development and use of the subject property and establishing a shared access point with the existing development to the South for traffic safety purposes.

STRATEGIC PLAN CONNECTION:

Community development is positively impacted by this development by providing quality housing opportunities for low-income elderly residents.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

The Planning and Zoning Board unanimously recommended approval of the Clearlake Isles Preliminary Subdivision at its October 14, 2015 meeting.

RECOMMENDED MOTION:

Approval of the Clearlake Isles Preliminary Subdivision and Final Plat with conditions.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me, a duly authorized commissioned Notary Public in and for the State and County aforesaid, personally appeared Gregory D. White (hereinafter referred to as "**Affiant**"), whom after being duly sworn as required by law, deposes and states:

1. That Affiant is a Florida licensed Professional Surveyor employed by Hamilton Engineering & Surveying, Inc.

2. That Affiant has reviewed Attorneys' Title Fund Services, LLC Title Search Report, Fund File No. 256043.

3. That Affiant has confirmed through examination of the legal description of that certain real property described on **Exhibit A** and the legal description of that certain real property described on **Exhibit B** that these legal descriptions describe the same parcel of land.

FURTHER AFFIANT SAYETH NAUGHT:

AFFIANT:

Gregory D. White
For Hamilton Engineering & Surveying Inc.

Sworn to before me this 18th day of DECEMBER, 2015, by Gregory D. White, who is personally known to me or who has provided _____ as identification.

ERIC C. HYATT
MY COMMISSION EXPIRES 05-21-2019
BONDED THROUGH AMERICAN SAFETY COUNCIL
#FF 233686
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

ERIC HYATT
(Print, Type or Stamp Name)

My Commission Expires: 5/21/2019

EXHIBIT A

ORIGINAL OVERALL LEGAL DESCRIPTION

PARCEL I:
A PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4881. PAGE 3167 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT ON THE WEST LINE OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, WHICH IS 816.18 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 89° 40' 38" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 00° 03' 00" WEST ALONG THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00° 03' 00" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 233.00 FEET; THENCE NORTH 89° 40' 38' EAST ALONG THE SOUTH LINE OF COLLEGE PINES CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 2342, PAGE 74, A DISTANCE OF 300.00 FEET; THENCE SOUTH 00° 03' 00" EAST AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 275.00 FEET; THENCE SOUTH 89° 40' 38" WEST, A DISTANCE OF 95.58 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 31° 01' 16"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 81.47 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 30° 50' 54"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 75.38 FEET; THENCE SOUTH 89° 51' 00" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
A PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4881. PAGE 3167 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT ON THE WEST LINE OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, WHICH IS 816.18 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20: THENCE NORTH 89° 40' 38" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 03' 00" WEST ALONG THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 92.00 FEET; THENCE NORTH 89° *51'* 00" EAST, A DISTANCE OF 55.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE 0E.30° 50' 54"; THENCE EASTERLY ALONG TBE ARC A DISTANCE, OF 75.38 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 31° 01' 16"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 81.47 FEET; THENCE NORTH 89° 40' 38" EAST, A DISTANCE OF 95.58 FEET; THENCE NORTH 00° 03' 00" WEST AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD,A DISTANCE OF 275.00 FEET; THENCE NORTH 89° 10' 38" EAST ALONG THE SOUTH LINE OF COLLEGE PINES CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 2342, PAGE 74, A DISTANCE OF 991.82 FEET; THENCE SOUTH 00° 24' 34" EAST ALONG THE WEST LINE OF THE SOUTHEAST 114 OF THE NORTHWEST 114 OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 325.00 FEET; THENCE SOUTH 89° 40' 38" WEST ALONG THE NORTH LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 878, PAGE 56, A DISTANCE OF 1293.86 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION TO BE PLATTED

A PARCEL OF LAND LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, IN THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

FOR A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20 AND PROCEED N 0°02'24" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4, A DISTANCE OF 816.15 FEET; THENCE N 89°40'23" E, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION NUMBER 7055-(150) 250 AND THE POINT OF BEGINNING; THENCE N 0°02'24" W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 324.95 FEET; THENCE N 89°40'15" E, A DISTANCE OF 1291.84 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S 0°23'53" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 325.00 FEET; THENCE S 89°40'23" W, A DISTANCE OF 1293.87 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 9.65 ACRES, MORE OR LESS.

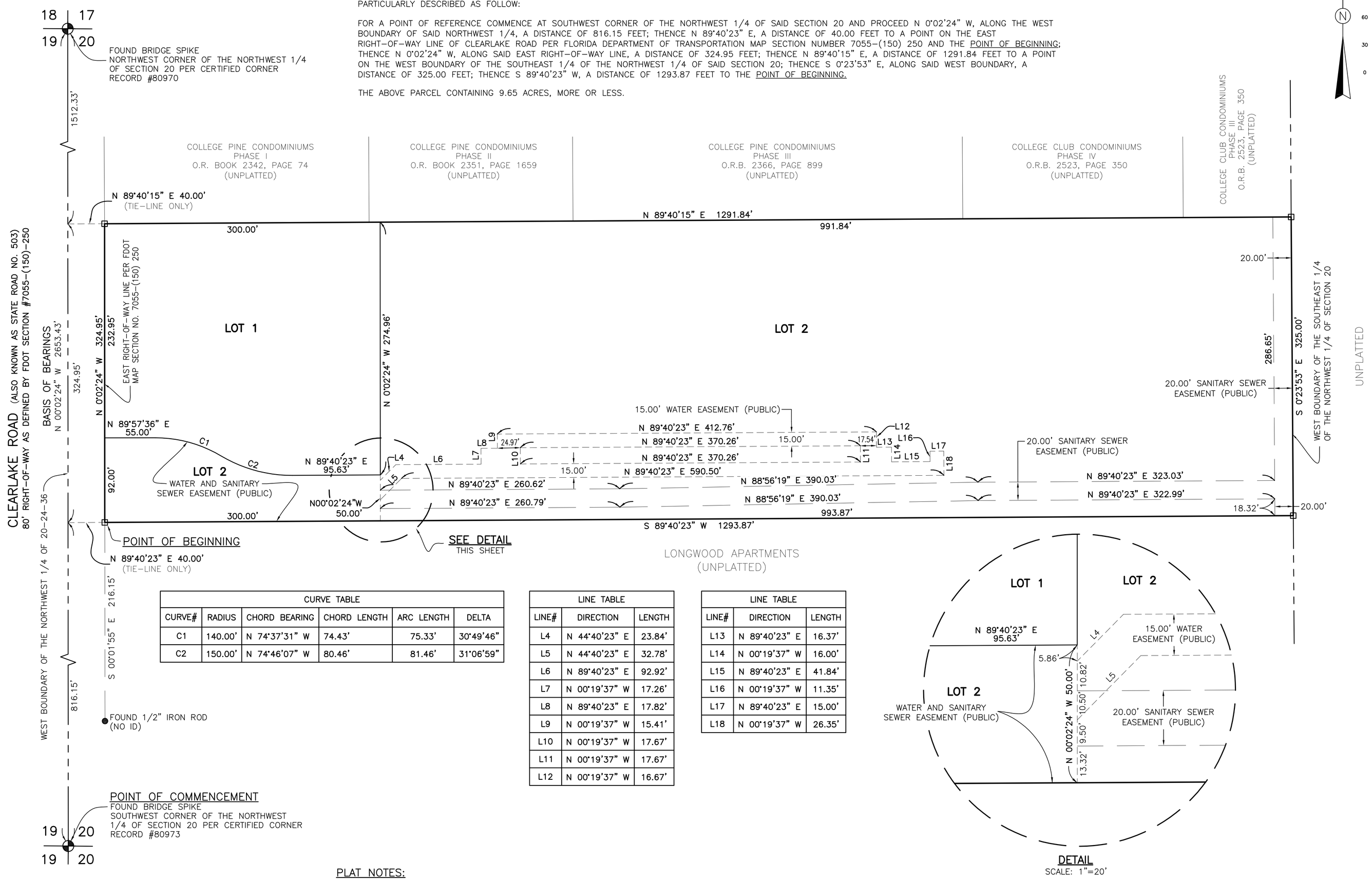
CLEARLAKE ISLES SUBDIVISION

A SUBDIVISION LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

A PARCEL OF LAND LYING WITHIN SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, IN THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

FOR A POINT OF REFERENCE COMMENCE AT SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20 AND PROCEED N 0°02'24" W, ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4, A DISTANCE OF 816.15 FEET; THENCE N 89°40'23" E, A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CLEARLAKE ROAD PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION NUMBER 7055-(150) 250 AND THE POINT OF BEGINNING; THENCE N 0°02'24" W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 324.95 FEET; THENCE N 89°40'15" E, A DISTANCE OF 1291.84 FEET TO A POINT ON THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S 0°23'53" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 325.00 FEET; THENCE S 89°40'23" W, A DISTANCE OF 1293.87 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 9.65 ACRES, MORE OR LESS.



CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	140.00'	N 74°37'31" W	74.43'	75.33'	30°49'46"
C2	150.00'	N 74°46'07" W	80.46'	81.46'	31°06'59"

LINE TABLE		
LINE#	DIRECTION	LENGTH
L4	N 44°40'23" E	23.84'
L5	N 44°40'23" E	32.78'
L6	N 89°40'23" E	92.92'
L7	N 00°19'37" W	17.26'
L8	N 89°40'23" E	17.82'
L9	N 00°19'37" W	15.41'
L10	N 00°19'37" W	17.67'
L11	N 00°19'37" W	17.67'
L12	N 00°19'37" W	16.67'

LINE TABLE		
LINE#	DIRECTION	LENGTH
L13	N 89°40'23" E	16.37'
L14	N 00°19'37" W	16.00'
L15	N 89°40'23" E	41.84'
L16	N 00°19'37" W	11.35'
L17	N 89°40'23" E	15.00'
L18	N 00°19'37" W	26.35'

DETAIL
SCALE: 1"=20'

LEGEND

- □ INDICATES SET (PRM) PERMANENT REFERENCE MONUMENT 4"X4" CONCRETE MONUMENT #LB7013
- ● INDICATES FOUND AS NOTED
- (R) INDICATES RADIAL LINE
- (NR) INDICATES NON-RADIAL LINE
- O.R.B. INDICATES OFFICIAL RECORDS BOOK
- FDOT INDICATES FLORIDA DEPARTMENT OF TRANSPORTATION

PREPARED BY:

HAMILTON
ENGINEERING & SURVEYING, INC.

3409 W. LEMON STREET
TAMPA, FLORIDA 33609
LB#7013
TEL (813) 250-3535
FAX (813) 250-3636

PLAT NOTES:

1) BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA EAST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM, BEING THE WEST BOUNDARY OF NORTHWEST 1/4 SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, HAVING A BEARING OF N 00°02'24" W.

2) SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.09(8) & 177.09(9).

3) 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 THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

4) ALL LOT DRAINAGE IS PRIVATE AND IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER AND/OR THE HOMEOWNER'S ASSOCIATION TO MAINTAIN.

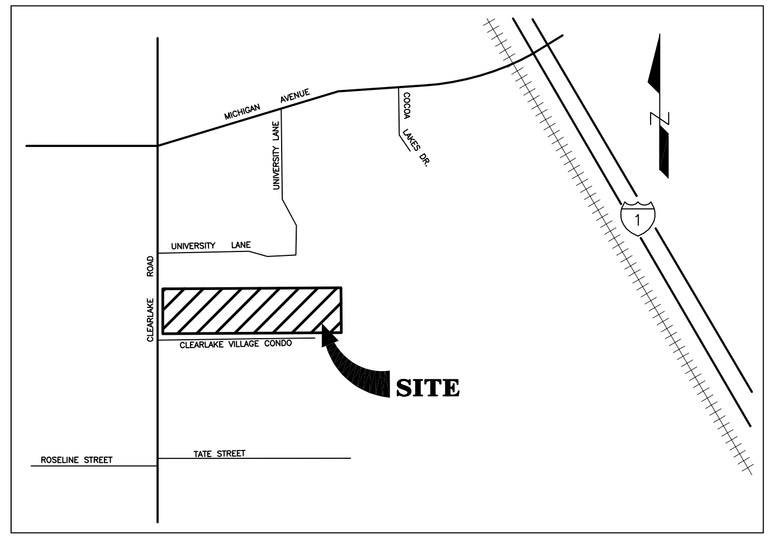
5) THE PUBLIC SANITARY SEWER EASEMENTS SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF COCOA FOR INGRESS/EGRESS, OPERATION, INSTALLATION, AND MAINTENANCE OF A PUBLIC SANITARY SEWER.

6) THE PUBLIC WATER EASEMENTS SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF COCOA FOR INGRESS/EGRESS, OPERATION, INSTALLATION, AND MAINTENANCE OF A PUBLIC WATER MAIN.

7) 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 THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO CHAPTER 177.094(20) FLORIDA STATUE.

8) 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 FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

9) THIS PLAT IS SUBJECT TO THE DECLARATION OF EASEMENTS AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, WHICH ARE BLANKET IN NATURE AND CANNOT BE PLOTTED ON THIS PLAT.



VICINITY MAP - NOT TO SCALE

PLAT BOOK _____ PAGE _____

SHEET 1 OF 1

SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT US-1 CORRIDOR REDEVELOPMENT AGENCY, A FLORIDA COMMUNITY REDEVELOPMENT AGENCY BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THIS PLAT OF

CLEARLAKE ISLES SUBDIVISION

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND HEREBY DEDICATES TO PUBLIC USE ALL EASEMENTS DESIGNATED ON THIS PLAT AS "PUBLIC" AND AS DESCRIBED IN THE PLAT NOTES TO PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 2016

OWNER: US-1 CORRIDOR REDEVELOPMENT AGENCY, A FLORIDA COMMUNITY DEVELOPMENT AGENCY

BY: _____

PRINTED NAME: RICHARD LOUDEN

TITLE: CHAIRMAN

SIGNED IN THE PRESENCE OF:

_____ PRINT _____ SIGN

_____ PRINT _____ SIGN

STATE OF FLORIDA
COUNTY OF _____

THIS IS TO CERTIFY THAT ON _____ BEFORE ME THE INDIVIDUAL DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORSAID, PERSONALLY APPEARED _____ OF _____ WHO IS KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION TO BE THE INDIVIDUAL WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC_____

PRINTED NAME _____

COMMISSION # _____

COMMISSION EXPIRES_____

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 SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND A REGISTERED PROFESSIONAL LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON DECEMBER 16, 2015, I COMPLETED THE BOUNDARY SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AND THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1 & 472, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN BREVARD COUNTY, FLORIDA.

_____ _____
GREGORY D. WHITE DATE
FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4466
3409 W, LEMON STREET, TAMPA, FLORIDA 33609
CERTIFICATE OF AUTHORIZATION NO. LB7013

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 STATUES.

_____
ROBERT M. PACKARD, PSM
REGISTRATION NO. 3867, STATE OF FLORIDA

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUES, AND WAS FILED FOR RECORD ON

_____ AT _____ FILE NO. _____

_____
SCOTT ELLIS
CLERK OF THE CIRCUIT COURT IN
AND FOR BREVARD COUNTY, FLORIDA

Prepared by:
Jennifer B. Nix, Esq.
Assistant City Attorney of Cocoa
111 N. Orange Ave., Ste. 2000
Orlando, Florida 32801

Return to:
Carie Shealy
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (hereinafter "Declaration") is made and entered into this _____ day of _____, 2016, by **U.S. 1 CORRIDOR REDEVELOPMENT AGENCY,** a Florida Community Development Agency, whose address is _____(hereinafter "Owner").

W I T N E S S E T H:

WHEREAS, Owner is the owner of certain property, Parcel ID: 24-36-20-00-00258.0-0000.00, consisting of approximately 9.85 acres, and legally described as follows:

> BEGINNING AT A POINT ON THE WEST LINE OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, WHICH IS 816.18 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 20, AND BEING THE NORTHWEST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 878, PAGE 56, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, RUN NORTH 89°40'38" EAST ALONG THE NORTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 878, PAGE 56, A DISTANCE OF 1333.87 FEET TO THE WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, THENCE NORTH 0°24'37" WEST ALONG SAID WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 20, A DISTANCE OF 325 FEET; THENCE SOUTH 89°40'38" WEST 1331.82 FEET TO THE WEST LINE OF SECTION 20; THENCE SOUTH 0°03' EAST 325 FEET TO THE POINT OF THE BEGINNING.
>
> LESS RIGHT OF WAY FOR CLEAR LAKE ROAD.

(hereinafter "Property"); and

WHEREAS, Owner previously acquired the Property for redevelopment purposes pursuant to the Community Redevelopment Act of 1969 ("Act"); and

WHEREAS, in accordance with the Act, the Owner desires to convey the Property for redevelopment purposes; and

WHEREAS, prior to said conveyance, the Owner, in cooperation with the future developers of the Property, submitted development permit applications for site plan and plat approval with the City of Cocoa; and

WHEREAS, the development permit applications propose to divide the Property into two separate lots as set forth in the plat to be recorded subsequent to the recordation of this Declaration; and said lots are also legally defined herein and generally referred to as Lot 1 and Lot 2; and

WHEREAS, as a condition of plat and site plan approval, the City of Cocoa is requiring that the Owner provide certain ingress and egress, stormwater drainage, sidewalk and temporary construction easements so that the development of Lot 1 and Lot 2 are coordinated for efficient development and use; and

WHEREAS, as a condition of plat and site plan approval, the City of Cocoa is also requiring a shared ingress and egress easement on Lot 2 for the benefit of the adjacent property located to the south of the Property in order to improve traffic patterns and safety along Clearlake Road; and

WHEREAS, Owner intends to sell or transfer ownership of Lot 1 and Lot 2 and, prior to conveyance, desires to memorialize the aforesaid plat and site plan conditions of approval in this Declaration of Easement.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants herein contained, the Owner hereby covenants and agrees on behalf of itself and its respective successors and assigns that the Property (Lot 1 and Lot 2) shall be maintained, kept, sold and used in full compliance with the following terms and conditions:

1. The above referenced recitals are incorporated herein by this reference as true and correct.

2. Definitions. For purposes hereof:

(a) "Owner" or "Owners" shall mean the Owner and any and all future owners, successors and/or assigns, as the owner of fee simple title to all or any portion of the Property (including the Owner of Lot 1 or Owner of Lot 2) whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, deed in lieu of foreclosure or otherwise, but not including the holder of any lien or encumbrance on the Property.

(b) "Property" shall mean all or any separately identified parcel of real property now constituted a part of the Property subjected to this Declaration, including Lot 1 and Lot 2, as described below, and any future subdivision thereof.

(c) "Lot 1" shall mean the real property as legally described as follows:

A PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4881, PAGE 3167 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE WEST LINE OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, WHICH IS 816.18 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 20; THENCE NORTH 89°40'38" EAST , A DISTANCE OF 40.00 FEET; THENCE NORTH 00°03'00" WEST ALONG THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°03'00"WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 233.00 FEET; THENCE NORTH 89°40'38" EAST ALONG THE SOUTH LINE OF COLLEGE PINES CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 2342 PAGE 74, A DISTANCE OF 300.00 FEET; THENCE SOUTH 00°03'00" EAST AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 275.00 FEET; THENCE SOUTH 89°40'38" WEST, A DISTANCE OF 95.58 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 31°07'16"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 81.47 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 30°50'54"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 75.38 FEET; THENCE SOUTH 89°57'00" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF THE BEGINNING.

(d) "Lot 2" shall mean the real property as legally described as follows:

A PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4881, PAGE 3167 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE WEST LINE OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, WHICH IS 816.18 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 20; THENCE NORTH 89°40'38" EAST , A DISTANCE OF 40.00 FEET TO THE POINT OF THE BEGINNING; THENCE NORTH 00°03'00" WEST ALONG THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 92.00 FEET; THENCE NORTH 89°57'00" EAST, A DISTANCE OF 55.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 30°50'54"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 140.00 FEET AND A CENTRAL ANGLE OF 30°50'54"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 75.38 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 31°07'16"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 81.47 FEET; THENCE NORTH 89°40'38" EAST, A DISTANCE OF 95.58 FEET; THENCE NORTH 00°03'00" WEST AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF CLEARLAKE ROAD, A DISTANCE OF 275.00 FEET; THENCE NORTH

89°40’38” EAST ALONG THE SOUTH LINE OF COLLEGE PINES CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 2342, PAGE 74, A DISTANCE OF 991.82 FEET; THENCE SOUTH 00°24’34” EAST ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 36 EAST, A DISTANCE OF 325.00 FEET; THENCE SOUTH 89°40’38” WEST ALONG THE NORTH LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 878, PAGE 56, A DISTANCE OF 1293.86 FEET TO THE POINT OF BEGINNING.

3. Grant of Easements.

Subject to any express conditions, limitations or reservations contained herein, the Owner hereby grants, establishes, covenants and agrees that the Property and the Owners shall be benefitted and burdened by the following easements which are hereby imposed upon the Property and all present and future Owners of the Property:

(a) Grant of Lot 2 Ingress-Egress Easement to Lot 1. The Owner of Lot 2 hereby grants and conveys to the Owner of Lot 1, its successors and assigns for its use, in common with others entitled to use the same, a nonexclusive, perpetual easement for ingress and egress, across the road and sidewalk improvements (“Improvements”) which may be constructed by Owner of Lot 2 within the property as legally described in **Exhibit “A”** (“Lot 1 Access Easement”). The Improvements shall be built substantially similar to the site plan attached hereto as **Exhibit “B”**. Final form of the Improvements shall be determined and approved by City of Cocoa and Florida Department of Transportation. Such easement rights shall be subject to the provisions contained in this Declaration and shall be appurtenant to and run for the benefit of Lot 1 which lies to the north of and contiguous to the Lot 1 Access Easement. Owner of Lot 2 shall have the right to develop its property adjacent to the Lot 1 Access Easement, which shall include but not be limited to constructing additional roadways which will tie into the road improvements located within the Lot 1 Access Easement. Owner of Lot 2 shall not erect any barriers in the Lot 1 Access Easement, which would obstruct, block, or unreasonably interfere with ingress and egress, to and from, Lot 1 across the Lot 1 Access Easement. The maintenance and, as applicable, installation, repair, and replacement of improvements within the Lot 1 Access Easement and all costs associated therewith, shall be the responsibility of the Owner of Lot 2, and its successors and assigns, and Owner of Lot 1 shall have no obligation or responsibility for maintaining the improvements within the Lot 1 Access Easement. Owner of Lot 2 agrees that at all times all parties, vehicles, and pedestrians, shall have access to and from Lot 1 and their “Permittees” shall include but shall not be limited to all the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, future owners of Lot 1 and tenants, and subtenants of Lot 1 insofar as their activities relate to the intended current zoning of Lot 1 as of the date of execution of this Declaration. If the Owner of Lot 1 desires to modify Lot 2’s road and sidewalk improvements within the Lot 1 Access Easement, the Owner of Lot 1 can do so only pursuant to the following requirements:

i) Written approval by Owner of Lot 2 for any modifications by the Owner of Lot 1, which approval shall not be unreasonably denied, conditioned, or delayed;

ii) All costs associated with the Owner of Lot 1's modifications of Lot 2's improvements shall be the responsibility of the Owner of Lot 1, and its successors and assigns; and

iii) The Owner of Lot 1 shall indemnify, hold, and save harmless the Owner of Lot 2 from any and all costs and liabilities of whatsoever nature, including but not limited to personal injury and property damage which might be asserted against the Owner of Lot 2 as a result of acts of the Owner of Lot 1 in improving the Lot 1 Access Easement.

(b) Grant of Lot 2 Utility Easement to Lot 1. The provisions of this Section 3 (b) shall be consistent with the water, sewage and drainage plans approved by St. Johns River Water Management District and the City of Cocoa. Owner of Lot 2 hereby grants and conveys to Owner of Lot 1, its successors and assigns for its use, in common with others entitled to use the same, a nonexclusive, perpetual easement for access to any existing water, sewage and drainage improvements which shall be constructed by Owner of Lot 2, within the Lot 1 Access Easement, and within 6 feet of the Lot 1 property line. ("Utility Easement"). Pursuant to Section 3 (e) hereof, Owner of Lot 1 is granting Owner of Lot 2 a temporary construction easement to construct any water, sewage and drainage improvements. Such easement rights shall be subject to the provisions contained in this Declaration and shall be appurtenant to and run for the benefit of Lot 1 which lies to the north of and contiguous to the Lot 1 Access Easement. The maintenance and, as applicable, installation, repair, and replacement of improvements within the Utility Easement and all costs associated therewith, shall be the responsibility of the Owner of Lot 2, and its successors and assigns, and Owner of Lot 1 shall have no obligation or responsibility for maintaining the improvements within the Utility Easement. The costs of any water, sewage, drainage, or other utility charges used by Lot 2 shall be the sole cost of the Owner of Lot 2. The costs of any water, sewage, drainage, or other utility charges used by Lot 1 shall be at the sole cost of the Owner of Lot 1. If the Owner of Lot 1 desires to modify existing Utility improvements within the Lot 1 Access Easement, the Owner of Lot 1 can do so only pursuant to the following requirements:

i) Written approval by Owner of Lot 2 for any modifications by the Owner of Lot 1, which approval shall not be unreasonably denied, conditioned, or delayed;

ii) All costs associated with the Owner of Lot 1's modifications of Lot 2's improvements shall be the responsibility of the Owner of Lot 1, and its successors and assigns; and

iii) The Owner of Lot 1 shall indemnify, hold, and save harmless the Owner of Lot 2 from any and all costs and liabilities of whatsoever nature, including but not limited to personal injury and property damage which might be asserted against the Owner of Lot 2 as a result of acts of the Owner of Lot 1 in improving the Utility Easement.

(c) Grant of Lot 2 Storm Water Easement to Lot 1. The provisions of this Section 3 (c) shall be consistent with the storm water plans approved by St. Johns River Water Management District and the City of Cocoa. The Owner of Lot 2 hereby grants and conveys to Owner of Lot 1, its successors and assigns for its use, an exclusive, perpetual easement for access to the storm water drainage improvements ("Storm Water Easement") which may be constructed by Owner of Lot 2 within Lot 2 and stubbed onto Lot 1. Pursuant to Section 3 (e) hereof, the Owner of Lot 1 is granting the Owner of Lot 2 a temporary construction easement to construct any storm water improvements. The Owner of Lot 2 shall construct the improvements for the Storm Water Easement to comply with existing storm water requirements and proposed C-G zoning of Lot 1 in compliance with the proposed future land use of Lot 1. Such easement rights shall be subject to the provisions contained in this Declaration and shall be appurtenant to and run for the benefit of Lot 1 which lies to the north and west of and contiguous to Lot 2. The maintenance and, as applicable, installation, repair, and replacement of improvements within the Storm Water Easement and all costs associated therewith, shall be the responsibility of the Owner of Lot 2, and its successors and assigns, and Owner of Lot 1 shall have no obligation or responsibility for maintaining the improvements within the Storm Water Easement. The costs of any storm water charges used by Lot 2 shall be at the sole cost of the Owner of Lot 2. The costs of any storm water charges used by Lot 1 shall be at the sole cost of the Owner of Lot 1. If the Owner of Lot 1 desires to modify the storm water drainage improvements within Lot 2, the Owner of Lot 1 can do so only pursuant to the following requirements:

i) Written approval by Owner of Lot 2 for any modifications by the Owner of Lot 1, which approval shall not be unreasonably denied, conditioned, or delayed;

ii) All costs associated with the Owner of Lot 1's modifications of Lot 2's improvements shall be the responsibility of the Owner of Lot 1, and its successors and assigns; and

iii) The Owner of Lot 1 shall indemnify, hold, and save harmless the Owner of Lot 2 from any and all costs and liabilities of whatsoever nature, including but not limited to personal injury and property damage which might be asserted against the Owner of Lot 2 as a result of acts of the Owner of Lot 1 in improving the Storm Water Easement.

(d) Grant of Lot 1 Sidewalk Easement to Lot 2. The Owner of Lot 1 hereby grants and conveys to Owner of Lot 2, its successors and assigns for its use, in common with others entitled to use the same, a nonexclusive, perpetual easement for construction of and ingress and egress to a sidewalk improvement which may be constructed by the Owner of Lot 2 within the property as legally described in **Exhibit "C"** ("Lot 2 Sidewalk Easement"). Such easement rights shall be subject to the provisions contained in this Declaration and shall be appurtenant to and run for the benefit of the Lot 1 Access Easement which lies to the south of and contiguous to Lot 1. The Lot 2 Sidewalk Easement may be improved by the Owner of Lot 2 to create a sidewalk within and through the Lot 2 Sidewalk Easement, and the Owner of Lot 2 shall indemnify, hold, and save harmless the Owner of Lot 1 from any and all costs and liabilities of whatsoever nature, including but not limited to personal injury and property damage which

might be asserted against the Owner of Lot 1 as a result of acts of the Owner of Lot 2 in improving the Lot 2 Sidewalk Easement. Upon completion of all improvements to the Lot 2 Sidewalk Easement, maintenance, and as applicable installation, repair, and replacement of improvements within the Lot 2 Sidewalk Easement and all costs associated therewith, shall be the responsibility of the Owner of Lot 2, and its successors and assigns, and the Owner of Lot 1 shall have no obligation or responsibility for maintaining the Lot 2 Sidewalk Easement.

(e) Grant of Lot 1 Temporary Construction Easement to Lot 2. The Owner of Lot 1 hereby grants and conveys to the Owner of Lot 2, its successors and assigns for its use, a temporary easement for ingress and egress over and across Lot 1 for access to Lot 2 to allow the Owner of Lot 2 to construct any and all improvements within Lot 2 and the Lot 1 Sidewalk Easement ("Temporary Construction Easement") at the Owner of Lot 2's sole cost and expense. Such easement rights shall be subject to the provisions contained in this Declaration and shall be appurtenant to and run for the benefit of Lot 2 which lies to the south and west of and contiguous to Lot 1. The Temporary Construction Easement shall terminate upon the completion of the Owner of Lot 2's construction of improvements within Lot 2 and the Lot 1 Sidewalk Easement. The Owner of Lot 2 shall indemnify, hold, and save harmless the Owner of Lot 1 from any and all costs and liabilities of whatsoever nature, including but not limited to personal injury and property damage which might be asserted against the Owner of Lot 1 as a result of acts of the Owner of Lot 2 in utilizing the Temporary Construction Easement. Upon completion of all improvements within Lot 2 and the Lot 1 Sidewalk Easement, the Owner of Lot 2 shall bear the burden of mitigating any damage to Lot 1 existing as a result of the Owner of Lot 2's utilization of the Temporary Construction Easement.

(f) Grant of Lot 2 Ingress-Egress Easement to Adjacent Property to the South. Owner acknowledges and agrees that the City of Cocoa desires that the Owners of Lot 1 and Lot 2, and the Owner of the adjacent property to the south ("Southern Property"), share an ingress and egress access driveway onto Clearlake Road, as more specifically depicted on the site plan attached hereto as **Exhibit "B."** At such time the City of Cocoa notifies the Owner in writing that the City has required that the Southern Property close its existing access driveway onto Clearlake Road, the Owner of Lot 2, upon receipt of said notice, grants and conveys to the owner of the Southern Property, its successors and assigns for its use, in common with others entitled to use the same, a nonexclusive, perpetual easement for ingress and egress, across the road and sidewalk improvements which may be constructed by Owner of Lot 2 within the Lot 1 Access Easement area legally described in **Exhibit "A."** This ingress-egress easement granted to the Owner of the Southern Property shall remain in full force and effect so long as it is required by the City of Cocoa.

4. Effect. The Easements granted herein are easements that benefit and are appurtenant to the Owner of Lot 1 and the Owner of Lot 2, as applicable and shall inure to the benefit of Owner of Lot 1 and Owner of Lot 2 and all future owners of all or any part of Lot 1 or Lot 2. The obligations, rights, and duties of each party hereunder shall be binding upon and inure to the benefit of the party's respective successors and assigns and to the successors in interest in and to each party's parcel.

5. Construction. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

6. Severability. If the fulfillment of any provisions hereof, at the time performance of such provision shall be due, shall involve any violation of the law or shall otherwise be determined to be unenforceable or invalid by appropriate judicial authority, then such obligation to be fulfilled shall be reduced to the limit legally enforceable, if any, and the remainder of this Declaration shall remain in full force and effect and shall be enforced to the full extent permitted by law.

7. Notices. All notices under the terms of this Declaration shall be hand delivered and/or sent by certified mail, return receipt requested, at the mailing address of the Owner(s) as provided in the records of the Brevard County Property Appraiser's Office. If any notices are sent by mail, said notice shall be considered delivered within three (3) days after the postmark of said envelope.

8. Governing Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, and venue shall be in Brevard County.

9. Not a Public Dedication. This Declaration is not intended to be, and should not be construed as a gift or dedication of any portion of the Property to the public.

10. Termination. This Declaration was entered into and recorded against the Property as a necessary and reasonable condition of the City of Cocoa granting a development permit for site plan and plat approval. As such, this Declaration shall not be terminated by the Owner(s) of Lot 1 and Lot 2 unless such termination is approved by the City of Cocoa. Said termination shall be in the form of a recorded instrument executed by the Owner(s) of Lot 1 and Lot 2 and the City of Cocoa. The City shall have the right to enforce this provision and require compliance with any development permit conditions imposed on the Property including, but not limited to, the conditions stated herein.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal the day and year first above written.

WITNESSES:

_____

_____
(print)

_____

_____
(print)

U.S. 1 Corridor Redevelopment Agency, a Florida Community Development Agency

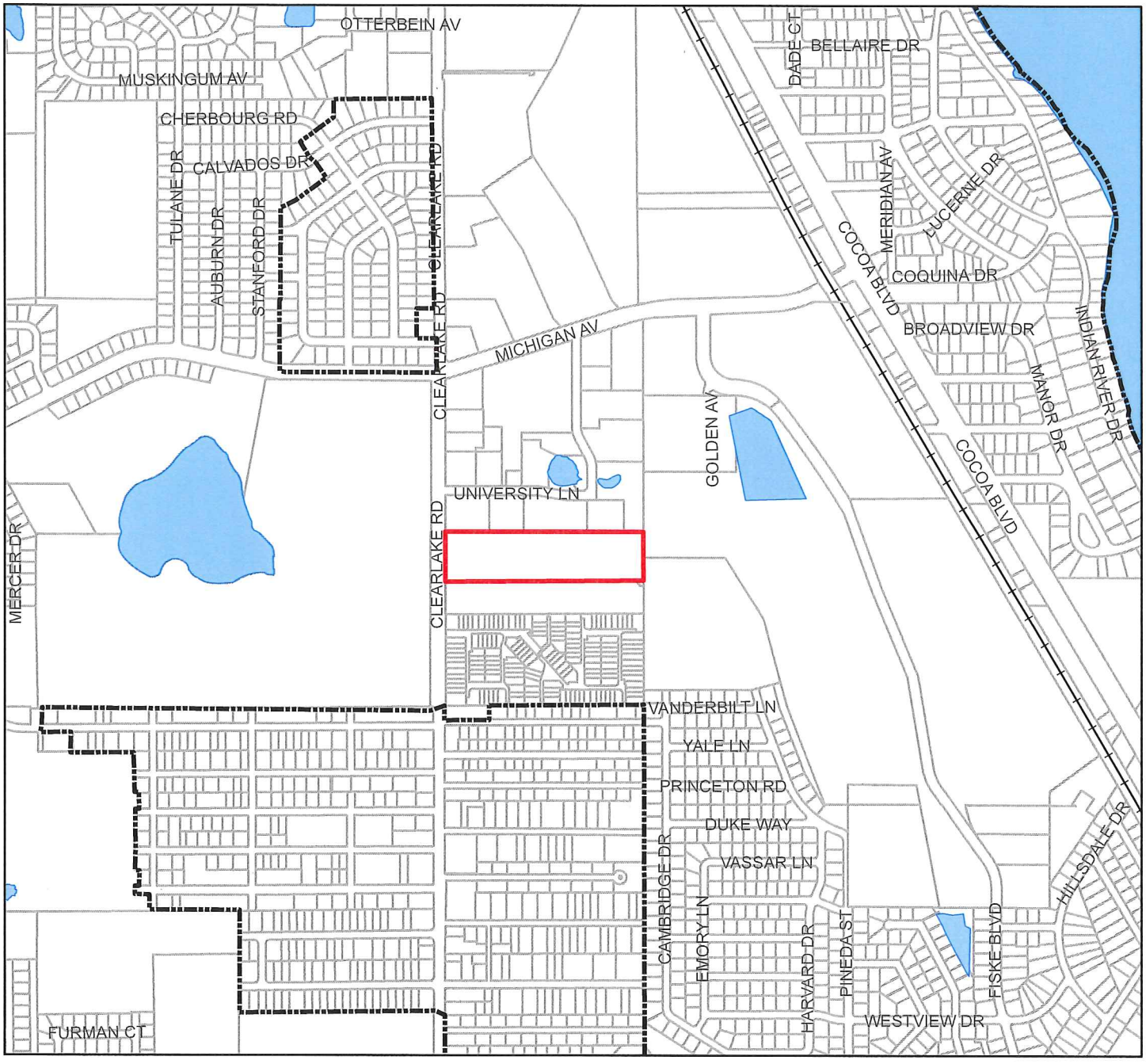
By:_____
Richard Louden, Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Richard Louden, Chairman of the U.S. 1 Corridor Redevelopment Agency, a Florida Community Development Agency, (check one) □ who is personally known to me or □ who produced _____ as identification.

_____
Notary Public – State of Florida
Print Name:_____
My Commission expires:

Location Map
Clearlake Isles



Legend

- Subject Property
- Water Bodies
- Publish.GISDL.CityBoundary

N
W E
S

0 0.2 0.4 Miles

Disclaimer: Maps are for reference purposes only and do not replace official documents.

City of Cocoa GIS - 2015

Legislation Details (With Text)

File #:	16-26	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	City Business	
File created:	1/21/2016		**In control:**	City Council	
On agenda:	2/9/2016		**Final action:**		
Title:	Accept an Easement from Bellsouth Telecommunications, LLC (AT&T) and to Authorize the related payment to permit the City to utilize AT&T property for Stormwater Treatment. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ATT Factory St Easement Agmt.pdf BAF-PW-3570-Factory St. Easement ATT (2-9-16) 16-026.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 21, 2016
Agenda Date: February 9, 2016
Prepared By: Everett J, Wegerif, P.E. Public Works Director
Through:
Requested Action:
Accept an Easement from Bellsouth Telecommunications, LLC (AT&T) and to Authorize the related payment to permit the City to utilize AT&T property for Stormwater Treatment

BACKGROUND:

The stormwater runoff created by the Heart of Cocoa area and the southern part of Florida Avenue drains to the intersection of Florida Avenue and Factory Street, then to the Indian River Lagoon through the City's drainage system without treatment. The AT&T property at Florida Avenue and Factory Street consists of a large building and under-utilized parking areas. Their current stormwater facility along Factory Street is also under-utilized and has the capacity to treat additional stormwater. Staff has been working with AT&T to purchase or to obtain permission to utilize a portion of their property to treat the City's stormwater. AT&T declined to sell the property outright; however they have agreed to provide an easement to allow the City's desired uses.

The easement provides the City the right to use 0.26 acres of AT&T's property adjacent to Factory Street to treat stormwater. In exchange for this use, the City will pay $20,000.00 to AT&T. The Stormwater Utility will then develop plans to relocate fences, remove a parking area, connect pipe and excavate the property to develop an expanded stormwater retention pond. This improvement will allow the City to provide stormwater treatment to a large area of the downtown area that currently receives no treatment. The improved water quality will be counted towards the City's required nutrient reductions in the Indian River Lagoon Basin Management Action Plan (BMAP).

The project is included in the Capital Improvement Plan as Item CP-SW-16-05 and was budgeted as Project Number SW16FS. Funds for the easement must be moved from Capital Infrastructure to Land.

STRATEGIC PLAN CONNECTION:

Stormwater runoff improvements play an important role in enhancing the water quality of the Indian River and protection of its ecosystems.

BUDGETARY IMPACT:

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

Amount Requested	$20,000.00
Account Number	423-3570-538-61.00
Account Name	Land Acquisition
Project Number	SW16FS_

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Accept an Easement from Bellsouth Telecommunications, LLC (AT&T) and to Authorize the related payment to permit the City to utilize AT&T property for Stormwater Treatment

After Recording, Return To:
SDT, Inc.
P.O. Box 554
Brookhaven, MS 39601

Date: _____

EASEMENT

SITE: Cocoa, FL
GLC: #31703

This EASEMENT is made as of the 13th day of January 2016, by and between BELLSOUTH TELECOMMUNICATIONS, LLC, a Georgia limited liability company d/b/a AT&T Florida, formerly known as BellSouth Telecommunications, Inc., successor by merger to Southern Bell Telephone and Telegraph Company and change of name ("**Grantor**") and THE CITY OF COCOA, FLORIDA, a municipal corporation of the State of Florida ("**Grantee**").

WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars ($20,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, as owner of that certain real property located in the County of Brevard, State of Florida, and being more fully described in that certain Deed recorded in Deed Book 715, Page 65, in the Office of the Clerk of Brevard County, State of Florida (the "Property"), hereby grants, bargains and conveys unto Grantee, a non-exclusive easement approximately 0.25 acres in for the limited purpose of installing, operating, repairing, maintaining, using and removing a Storm Water Retention/Treatment Facility, fencing, landscaping and appurtenances culverts and other erosion control devices and appurtenances upon, under, across and through the property of Grantor (the "**Facilities**"), including the right and obligation for ingress and egress to the facilities and to relocate facilities such as the existing streetlight, associated electrical wiring, irrigation and fences. The location of said easement is more particularly described on **Exhibit "A,"** attached hereto and fully incorporated herein by this reference (the "**Premises**").

FURTHER, this Easement is granted upon and subject to the following terms, covenants and conditions:

1. This Easement is granted for the limited purpose of allowing Grantee the right to install, operate, repair, maintain and manage the use of the Facilities. Grantee agrees to treat storm water accumulating in the retention pond area of the Facilities to the extent Grantee deems necessary and appropriate.

2. By accepting this Easement, Grantee agrees to exercise reasonable care to avoid damage to the Property and all property that may at any time be there. Grantee shall be responsible for any damage to personal property or improvements suffered by Grantor or Grantor's agents, employees, contractors, tenants or subtenants, successors or assigns, by reason of Grantee installing, operating, repairing, maintaining, using or removing the Facilities.

3. Grantee shall have the right to keep the Premises clear of trees, brush, and roots or other obstructions which may interfere with safe and proper operation of the Facilities or with the stated purpose of this Easement, except that the use of herbicides or other chemicals, except along fence lines, is hereby specifically prohibited.

4. Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's agents, officers, contractors and employees, from and against any and all claims, losses, damages, costs, expenses (including reasonable attorney's fees), and liabilities for any and all injuries to, or death of, any person, or damage to any property, or for any financial loss of whatever nature, in any way arising out of or in connection with this Easement or activities undertaken pursuant to this Easement, whether caused by the acts, negligence or willful misconduct of Grantee, its agents, employees, representatives, contractors, permitted assigns, or those under Grantee's control or by Grantee's failure to perform the covenants or conditions of this Easement. Grantee's obligations to indemnify and hold harmless shall survive any termination or abandonment of this Easement, provided the act or omission giving rise to such indemnification occurred prior to any termination or abandonment of the Easement.

5. The Facilities affixed to or installed in or on the Premises by Grantee shall be installed, operated, repaired, maintained, used, and removed in compliance with all applicable laws and regulations and in such a manner as not to interfere with the operations of Grantor, its agents, contractors or employees, on the Property. Furthermore, any and all work relating to this Easement and/or rights granted herein shall be done in a workmanlike manner, and by acceptance of this document, Grantee agrees to follow Grantor's reasonable guidelines during any construction period, including, but not limited to:

    a) Except in an emergency, prior to the entrance by Grantee upon the Property for initial construction or any future construction of the Facilities, normal maintenance activities by the City excepted, Grantor will be given forty-eight (48) hours prior notice in order to allow Grantor to have a technician present during such entrance. No non-emergency work will be done without Grantor's technician present. In the event of any emergency such as power outages, Grantee may enter the Property without advance notice to Grantor; provided, however, that prior to such entrance by Grantee, Grantee shall make reasonable attempts to notify Grantor of Grantee's need for immediate entrance on the Property.

b) All excavation will be done following Grantor's reasonable guidelines, which shall include, but are not limited to, hand digging over any cables present on the Property.

c) The entire area disturbed by Grantee during any construction or for maintenance purposes shall be restored at Grantee's sole expense, to a condition as good or better as existed prior to said work. The Property shall be left in good and safe condition.

d) Grantee covenants that proper access to the Property will be maintained during the construction period.

6. Grantee agrees to pay for all labor used upon and all materials installed in or affixed to the Premises by Grantee and shall save the Property and hold Grantor harmless from any lien or claim of lien relating thereto.

7. Grantee agrees that it shall not use, have present nor transport on or about the Property any hazardous or toxic materials, wastes or substances or any pollutants or contaminants ("Hazardous Substances"), without the prior express written consent of Grantor. If at any time during the term of this Easement, Grantee knows or has reason to believe that any Hazardous Substances have come, or will come, to be located upon, about, or underneath the Property, then Grantee shall, as soon as reasonably possible, give verbal and written notice of that condition to Grantor. Grantee covenants to investigate, clean-up and otherwise remediate any release of such Hazardous Substances by Grantee, its agents, employees, representatives, contractors, permitted assigns, or those under Grantee's control at Grantee's cost and expense. Grantee shall notify Grantor prior to commencing any clean-up or remediation.

8. Grantee shall at all times during the continuance of this Easement have ingress to and egress from the Premises for the stated purpose of said Easement by such reasonable route as may be designated by Grantor.

9. This Easement is made without covenant of title or quiet enjoyment and is without warranty of title, express or implied. Grantee's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether of record or not, affecting the Property or any portion thereof.

10. Grantee's occupancy or use of the Premises shall not create nor vest in Grantee any ownership or interest of whatsoever nature in the Property other than as specifically given herein.

11. Grantee shall pay any and all taxes which, during the continuance of this Easement, may be levied or assessed upon any equipment or other improvements

placed on the Premises by Grantee. If all or a portion of any such taxes are assessed to Grantor, said taxes and assessments shall be paid by Grantor, and Grantee shall reimburse Grantor upon demand, and with reasonable proof of payment, the full amount so paid by Grantor.

12. In the event Grantee ceases to use the Premises for the operation and maintenance of the Facilities for a period of one hundred eight (180) consecutive days, this Easement shall automatically terminate and the City may file a Notice of Termination of Easement in the public records of Brevard County, Florida. No later than ninety (90) days after said termination date, Grantee shall, at its sole expense, remove all of Grantee's improvements and property, and surrender the Premises in a condition as close to its original condition as reasonably possible.

13. The rights granted by this Easement are personal to Grantee, and Grantee shall not allow any other party to make use of the Premises. Grantee shall not assign this Easement nor any part thereof without the prior written consent of Grantor. This paragraph shall not apply in the case of any assignment to an affiliate or parent company of Grantee, nor shall it apply to successor corporations resulting from a merger or the transfer of the stock or assets of Grantee.

14. This Easement is non-exclusive and Grantor retains the right to make any use of the Property that does not unreasonably interfere with Grantee's free use and enjoyment of this Easement or the safe and proper operation of Grantee's Facilities.

15. Except as otherwise provided herein, all notices or demands to be given or made or which may be given or made by either party to the other, shall be deemed to have been duly given if made in writing and deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, or by overnight delivery service, and addressed as follows or to such address as either party may designate by giving the other party written notice thereof:

If to Grantor:
BellSouth Telecommunications, LLC
One AT&T Way, Room 1B 201
Bedminster, NJ 07921
Attn: Lease Administration
FAX 908-532-1310

With a copy to:
BellSouth Telecommunications, LLC
Whitacre Tower
208 South Akard, Room 3137
Dallas, TX 75202
Attn: General Attorney – Real Estate

To Grantee:

City Manager
City of Cocoa, FL
65 Stone Street
Cocoa, FL 32922
321-433-8777

16. This Easement and the terms contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, administrators, permitted assigns and successors.

IN WITNESS WHEREOF, the parties have duly executed this Easement as of the date first above set forth.

GRANTOR:

BELLSOUTH TELECOMMUNICATIONS, LLC

WITNESSED BY:

Douglas R. Gilbert

Print: Douglas R. Gilbert

Beverly M. Adams

Print: Beverly M. Adams

By: Clarence M. Lobo

Title: DIRECTOR CORE PORTFOLIO MGT

Approved as to legal form

WITNESSED BY:

_____

Print:_____

_____

Print:_____

GRANTEE:

City of Cocoa, FL

By:_____

Print:_____

Title:_____

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF BREVARD____)

BEFORE ME, the undersigned authority, on this ____ day of _____, 2016, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as (Title):_____of City of Cocoa, Florida municipal corporation of the State of Florida, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the authorized act and deed of _____.

_____
Notary Public for the State of Florida
Print Name: _____
Residing at: _____
Commission date: _____
My commission expires: _____

(SEAL)

STATE OF GEORGIA)

COUNTY OF Cobb)

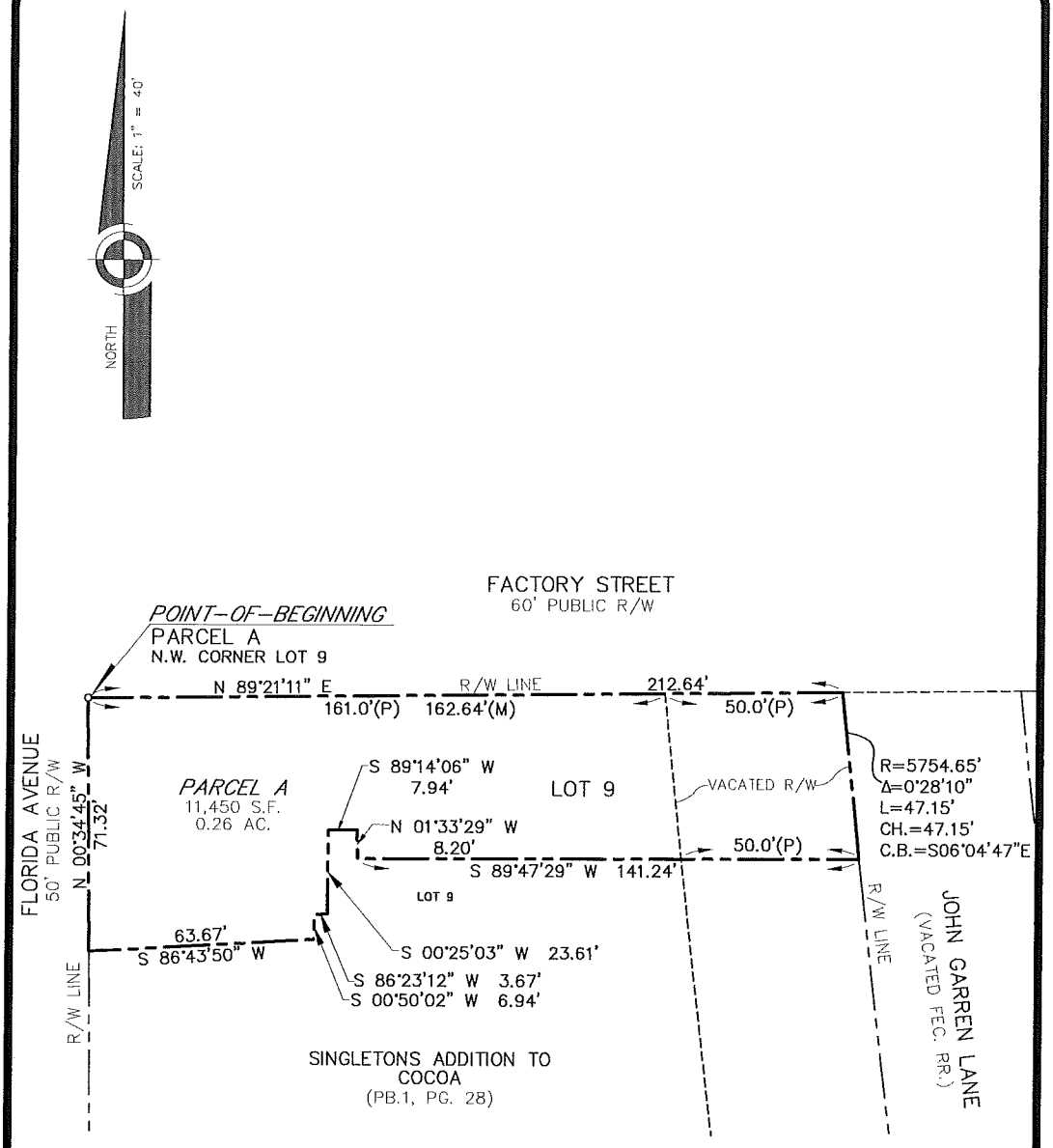
BEFORE ME, the undersigned authority, on this 13th day of January, 2016, personally appeared Chenise Millett, known to me to be the person whose name is subscribed to the foregoing instrument as CRE Director of Portfolio Management of BellSouth Telecommunications, LLC, a Georgia limited liability company d/b/a AT&T Florida, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the authorized act and deed of BellSouth Telecommunications, LLC.

Gail S. Lockhart
Notary Public for the State of Georgia
Print Name: Gail S. Lockhart
Residing at: _____
Commission date: July 2015
My commission expires: July 9, 2019

(SEAL)

OFFICIAL SEAL
GAIL S. LOCKHART
Notary Public, Georgia
COBB COUNTY
My Commission Expires
JULY 9, 2019

EXHIBIT "A"



LEGEND

Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD
FEC	FLORIDA EAST COAST
L	LENGTH
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCMENT
R	RADIUS
RNG	RANGE
RR	RAIL ROAD
R/W	RIGHT-OF-WAY
SEC	SECTION
TWP	TOWNSHIP

NOTES:

1.) SEE SHEET 2 OF 2 FOR DESCRIPTION, SURVEYORS NOTES AND SURVEYORS CERTIFICATE.

Sec.: 33	A SKETCH AND DESCRIPTION PREPARED FOR:	Date : 12/14/15
Twp.: 24 South	QUENTIN L. HAMPTON ASSOCIATES, INC.	Scale : 1"=40'
Rng.: 36 East	EXHIBIT A	P. N. : 390601
Dsn. by :-	COCOA, FLORIDA	Sheet No. 1 of 2
Drn. by : AJH	Bussen-Mayer Engineering Group	
Chk. by : JBC	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	

C:\Dwg\Sur\390601-sk01.dwg, 12/14/2015 4:52:32 PM, Cad-3, Cad-3

DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 9 AND A NOW VACATED PORTION OF A RIGHT-OF-WAY AS SHOWN ON SINGLETONS ADDITION TO COCOA, AS RECORDED IN PLAT BOOK 1 PAGE 28 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA AND LYING IN SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 9 AS SHOWN ON SAID PLAT; THENCE NORTH 89°21'11" EAST, ALONG THE SOUTH LINE OF FACTORY STREET (A 60.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS SHOWN ON SAID PLAT) A DISTANCE OF 212.64 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF JOHN GARREN LANE (A VACATED FEC RIGHT-OF-WAY), AS SHOWN ON SAID PLAT, SAID POINT BEING ON THE ARC OF A 5,754.65 FOOT RADIUS CIRCULAR CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID JOHN GARREN LANE, THROUGH A CENTRAL ANGLE OF 00°28'10", A DISTANCE OF 47.15 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 06°04'47" EAST, AND A CHORD DISTANCE OF 47.15 FEET; THENCE SOUTH 89°47'29" WEST, A DISTANCE OF 141.24 FEET; THENCE NORTH 01°33'29" WEST, A DISTANCE OF 8.20 FEET; THENCE SOUTH 89°14'06" WEST, A DISTANCE OF 7.94 FEET; THENCE SOUTH 00°25'03" WEST, A DISTANCE OF 23.61 FEET; THENCE SOUTH 86°23'12" WEST, A DISTANCE OF 3.67 FEET; THENCE SOUTH 00°50'02" WEST, A DISTANCE OF 6.94 FEET; THENCE SOUTH 86°43'50" WEST, A DISTANCE OF 63.67 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA AVENUE AS SHOWN ON SAID PLAT AND THE WEST LINE OF SAID LOT 9; THENCE NORTH 00°34'45" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE AND WEST LINE OF SAID LOT 9, A DISTANCE OF 71.32 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.26 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAYS OF RECORD.

SURVEYOR NOTES:

1.) THIS IS NOT A BOUNDARY SURVEY.

2.) BEARINGS SHOWN HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF FLORIDA AVENUE BEING N00°34'45"E.

3.) THIS DESCRIPTION DOES NOT WARRANT TITLE.

4.) THIS SKETCH AND DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW. COPIES ARE VALID ONLY WHEN BEARING THE SURVEYORS ORIGINAL SIGNATURE AND EMBOSSED SEAL.

5.) SKETCH AND DESCRIPTION CERTIFIED CORRECT TO:
CITY OF COCOA
QUENTIN L. HAMPTON ASSOCIATES, INC.

CERTIFICATE:

I hereby certify that the sketch and description shown hereon is true and correct to the best of my knowledge and belief, as performed under my direction and supervision, and that it meets or exceeds the minimum technical standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.052 Florida Administrative Code, pursuant to Section 472.027, Florida statues.

Joseph Barry Cabaniss, P.L.S.
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.: 3535

NOTES:

1.) SEE SHEET 1 OF 2 FOR SKETCH OF DESCRIPTION.

Sec.: 33	A SKETCH AND DESCRIPTION PREPARED FOR:	Date : 12/14/15
Twp.: 24 South	QUENTIN L. HAMPTON ASSOCIATES, INC.	Scale : -
Rng.: 36 East	EXHIBIT A	P. N. : 390601
Dsn. by :-	COCOA, FLORIDA	Sheet No. 2 of 2
Drn. by : AJH	Bussen-Mayer Engineering Group	
Chk. by : JBC	100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885	

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City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 01/25/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 20,000)	423-3570-538.63-00	SW16FS	Infrastructure	$ 1,557,400	$ 1,557,400	$ 1,537,400	$ 1,537,400
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 20,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 20,000	423-3570-538.61-00	SW16FS	Land	$ 0	$ 0	$ 20,000	$ 20,000
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 20,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

For one time payment to AT&T for easement for Factory Street drainage improvements. Agenda 16-026 scheduled for February 9th, 2016.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 02/09/16 *RESOLUTION #:*

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

1/25/16 Rhonda L. Dingman (Digitally signed by Rhonda L. Dingman)	1/25/16 Lea Taylor (Digitally signed by Lea Taylor)	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
1/25/16 Everett J. Wegerif (Digitally signed by Everett J. Wegerif)	1/25/16 Lora Howell (Digitally signed by Lora Howell)	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 11/18/15 - IT

Legislation Details (With Text)

File #:	16-15	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/12/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	Cocoa Police Department District Events for Council Information. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	December Council Report by District .pdf November 2015 Council Report by District .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 12, 2016
Agenda Date: February 9, 2016
Prepared By: Charlene Jenkins, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Events for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics. This report illustrates total calls for service and the percentage of the total calls for service each individual call represents and the call volume by location. Attached are the November 2015 and December 2015 reports.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Events for Council Information

Cocoa Police Department December Council Report

The purpose of this report is to analyze the trend of Calls for Service (CFS) for the month of December 2015. This report will include the total Calls for Service identifying the day and time of the week most of these Calls for Service were generated. In addition, a line graph illustrating the totals of UCR Offenses by month for the years 2013, 2014, and 2015.

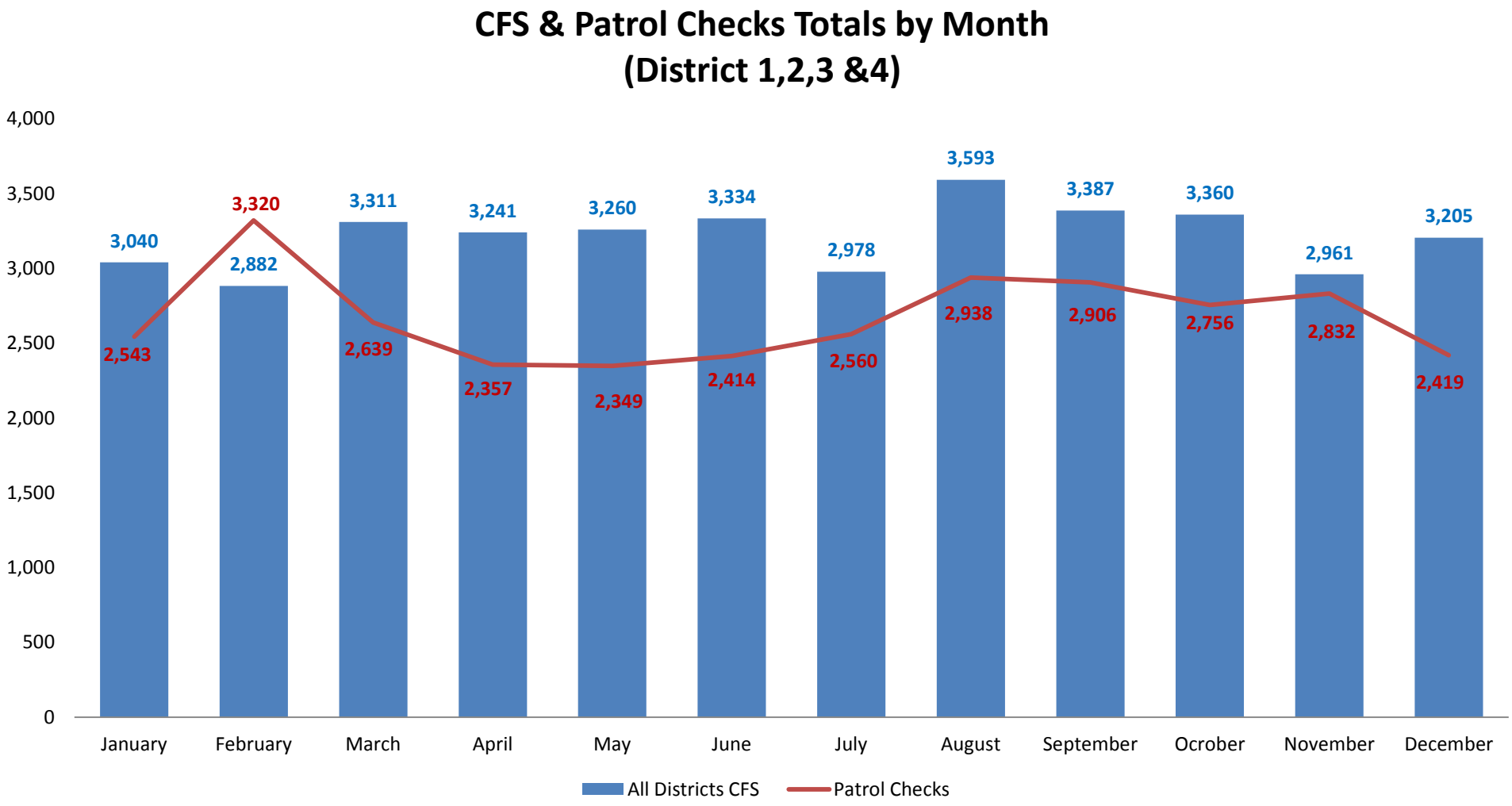
Findings

- The total CFS for the month of December 2015 were 5,624.
- 53% were Officer Initiated (2,953).
- 8% of all CFS resulted in case reports (426).
- 66% of all cases were closed (281).
- 41% were closed by arrest (114).
- District 1 had the most CFS for the month of December with a total of 2,011.
- District 3 experienced the lowest amount if CFS with a total of 891.
- The District with the most CFS cleared by Arrests was District 4 with a total of 48 Arrests.
- 19% all CFS occurred on Wednesday (1,053).
- Robbery Offenses have ***decreased*** by a 25% from the previous month.
- Simple Assault Offenses have ***decreased*** by a 25% from the previous month.
- Sex Offenses have **inc*reased*** by a 40% from the previous month.
- Overall, UCR offenses have ***increased*** from the previous month by a 27%.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department December Council Report

The graph below illustrates the total monthly Calls for service and Patrol Checks for the City of Cocoa.

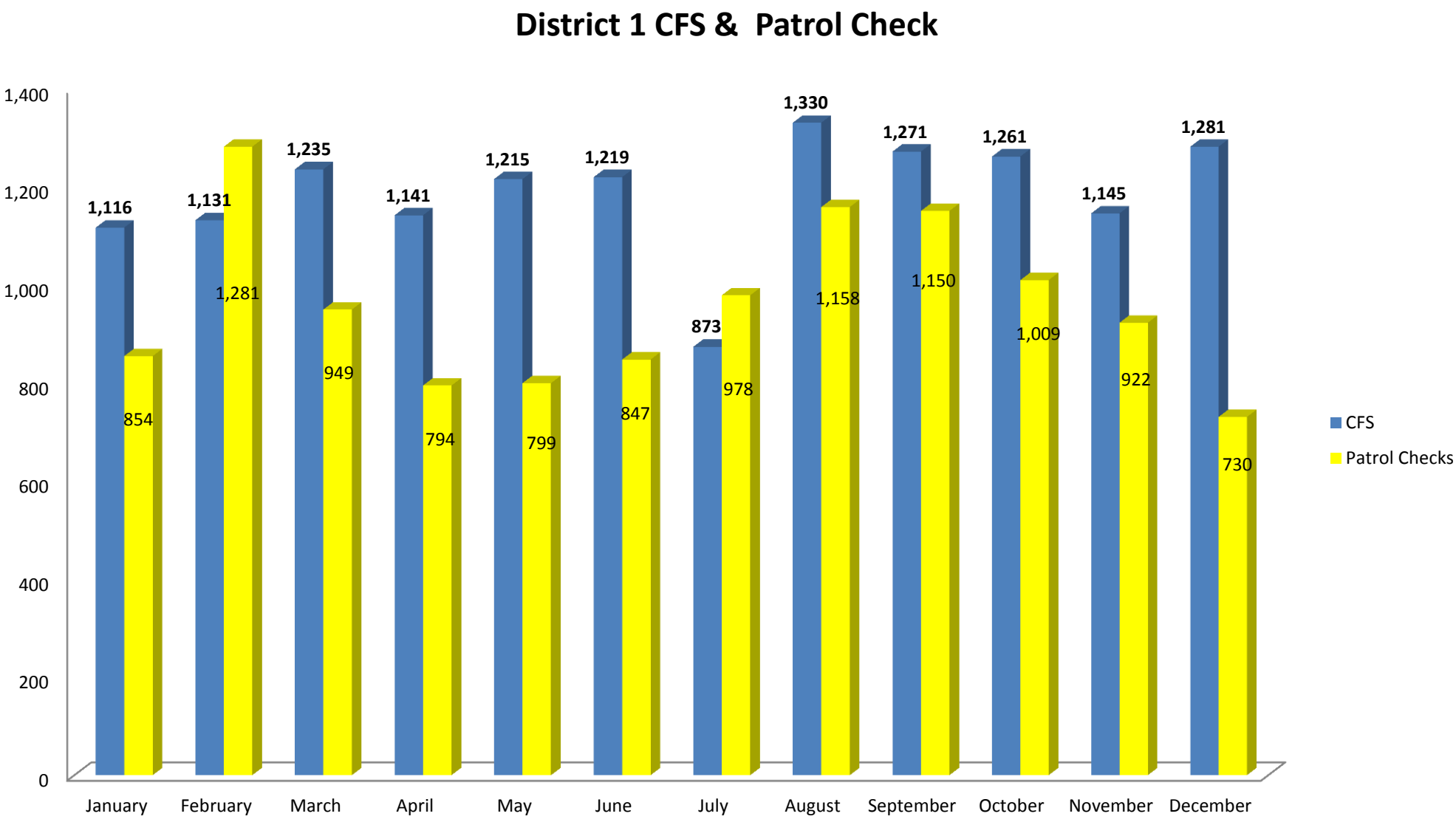


NOTE: The totals in the graph above include all of the Districts totals.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department December Council Report

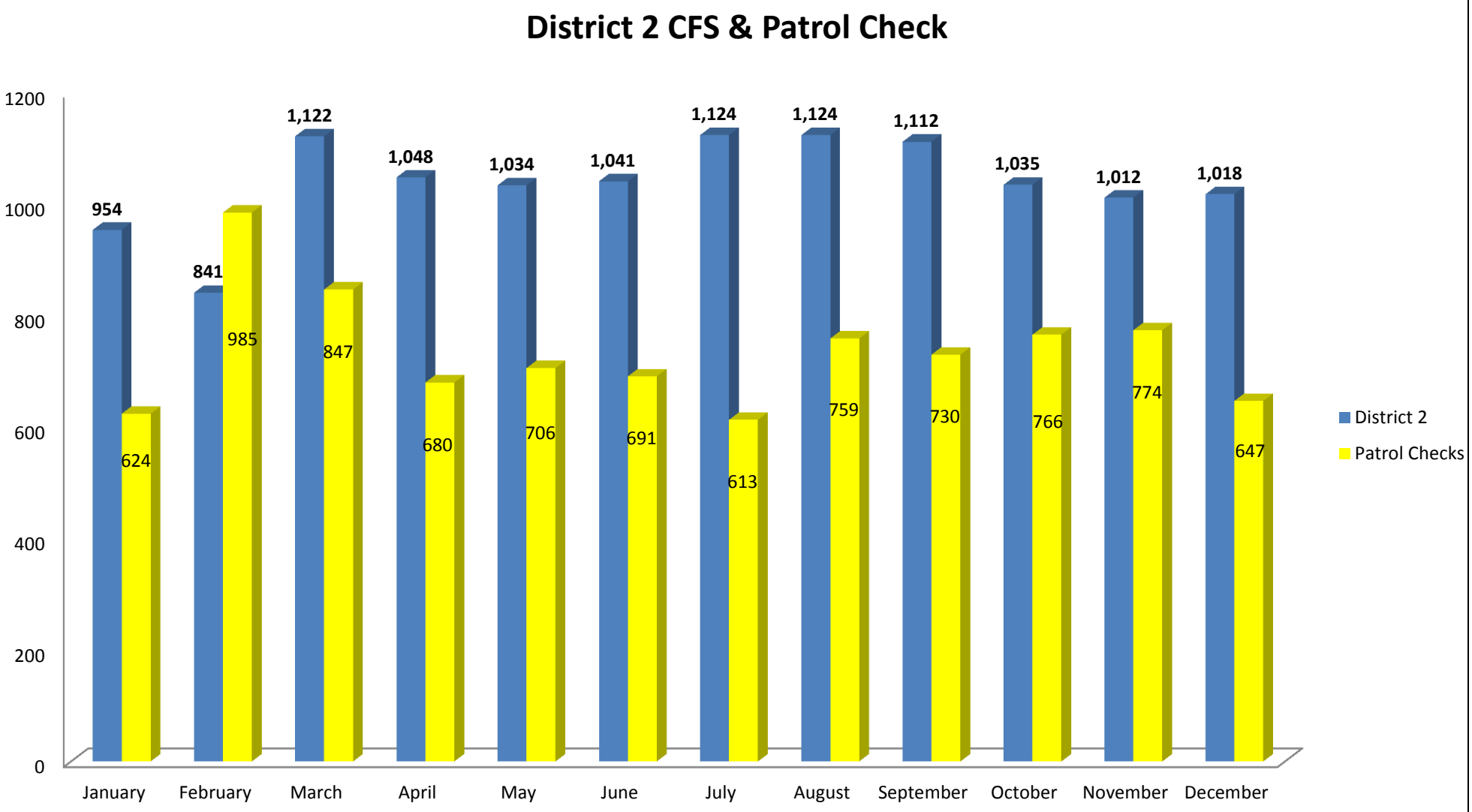
The graph below illustrates the total monthly Calls for service and Patrol Checks for District 1.



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department December Council Report

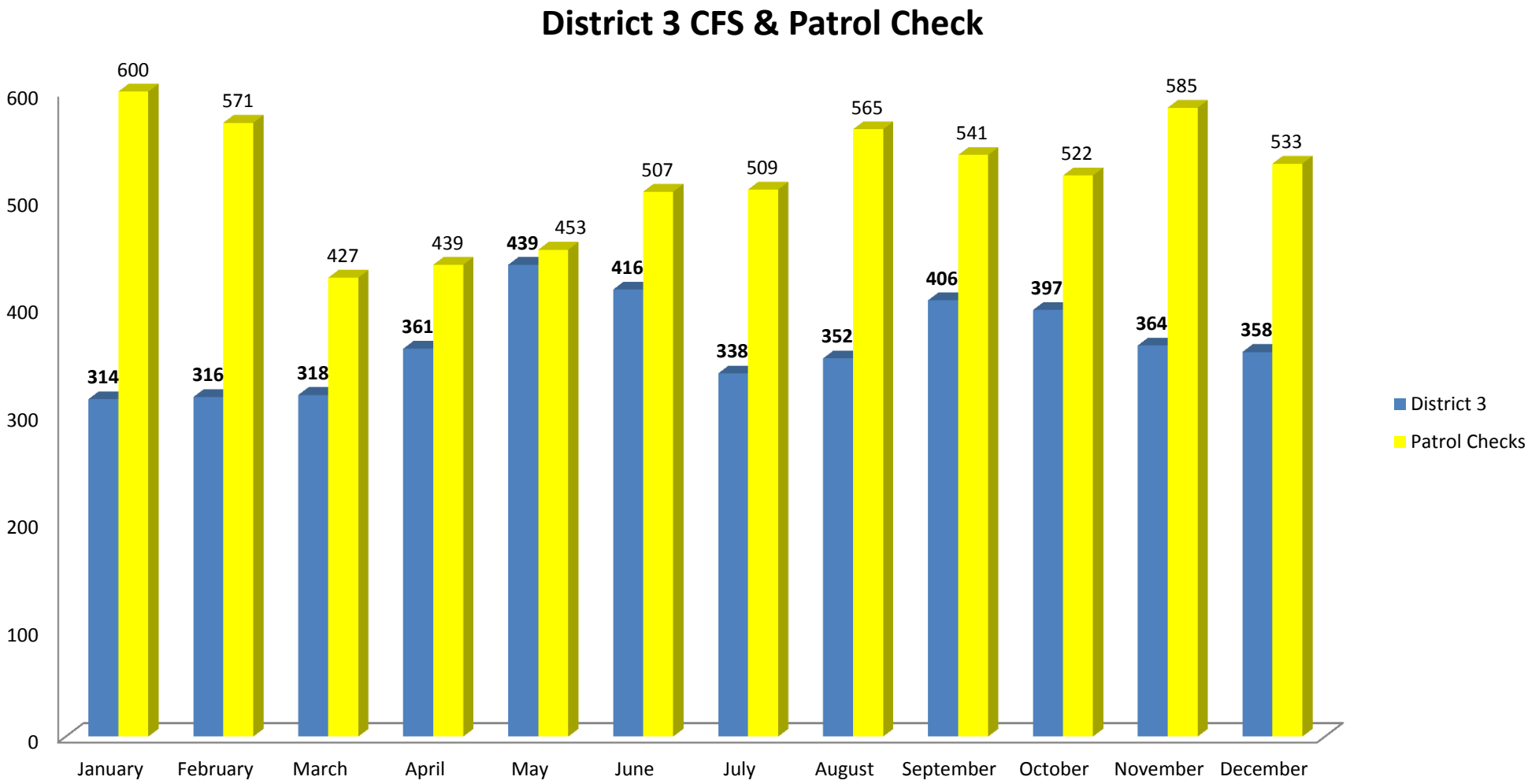
The graph below illustrates the total monthly Calls for service and Patrol Checks for District 2.



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department December Council Report

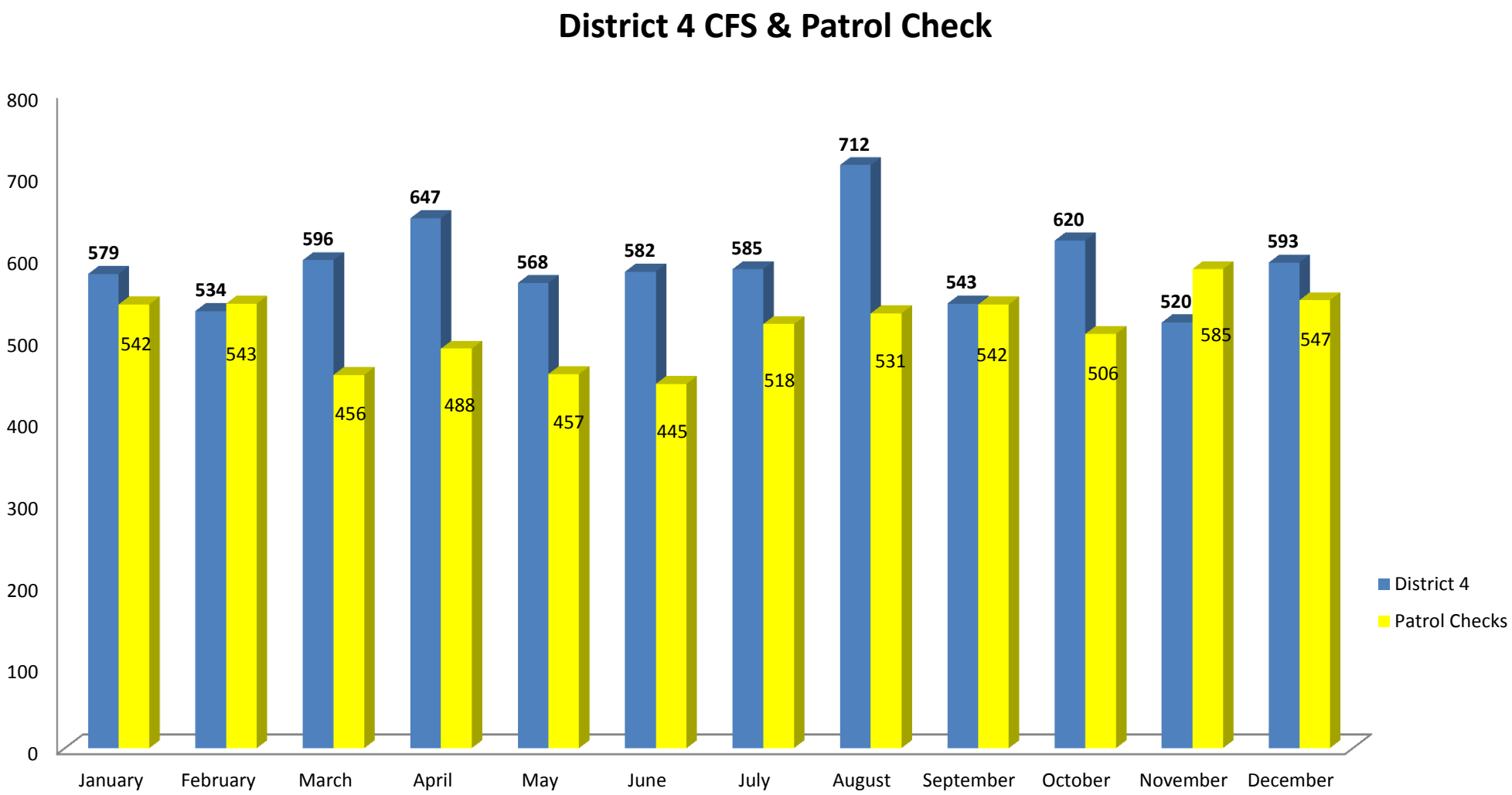
The graph below illustrates the total monthly Calls for service and Patrol Checks for District 3.



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department December Council Report

The graph below illustrates the total monthly Calls for service and Patrol Checks for District 4.



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

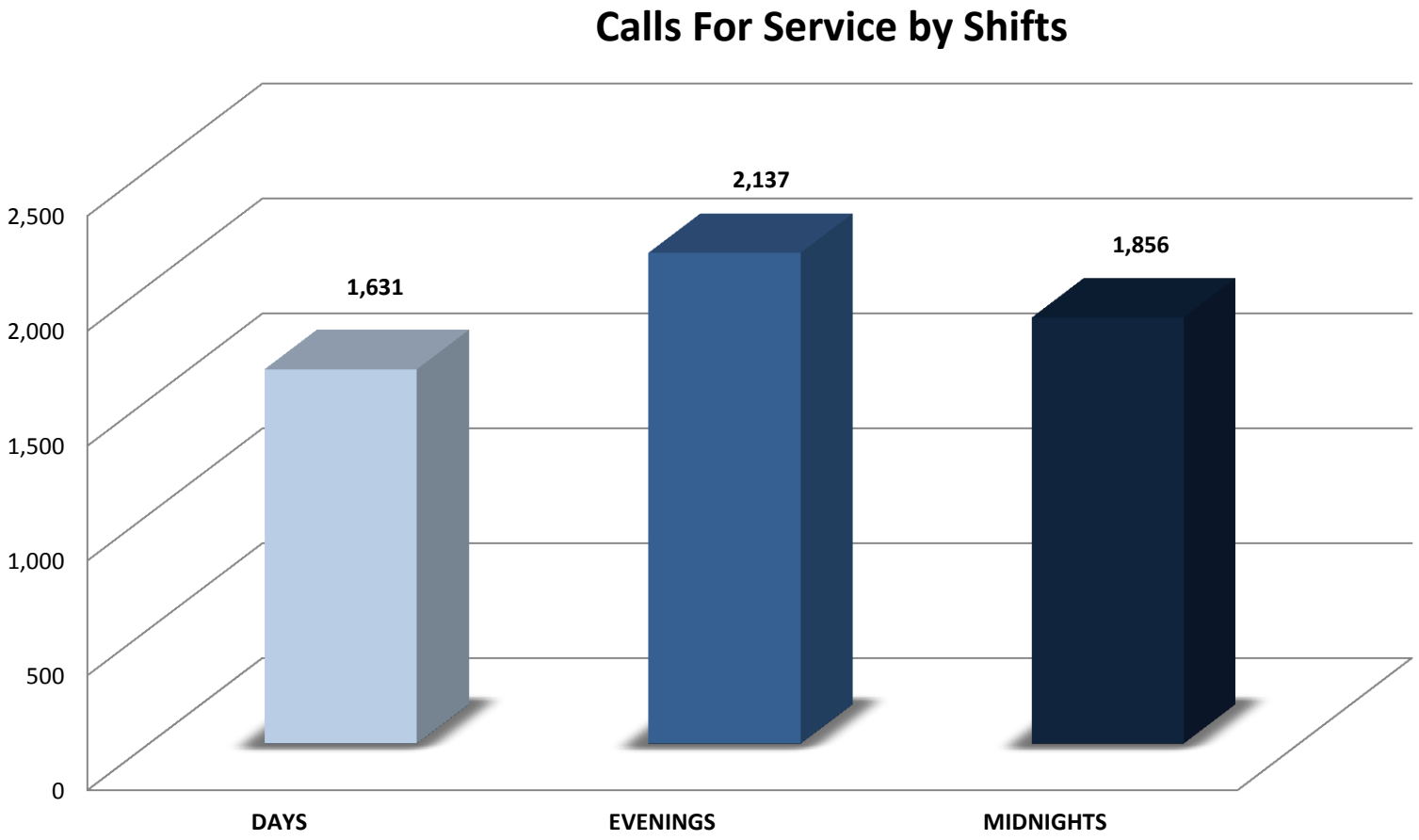
Cocoa Police Department December Council Report

The table below illustrates the total of CFS for the month of November to the locations listed. The totals listed does not include Patrol Checks.

Location	*ALL* other Calls for Service (NOT PATROL CHECKS)	% of all Calls for Service
1407 Dixon Blvd	97	3%
2700 SR.524	90	3%
1010 N. Fiske Blvd	16	1%
800 N. Fiske	15	1%
900 Friday Rd	10	.3%
1080 N. Fiske	6	.2%
1514 Clearlake Rd	6	.2%
1524 Clearlake Rd	1	.03%
TOTAL	**241**	**8%**

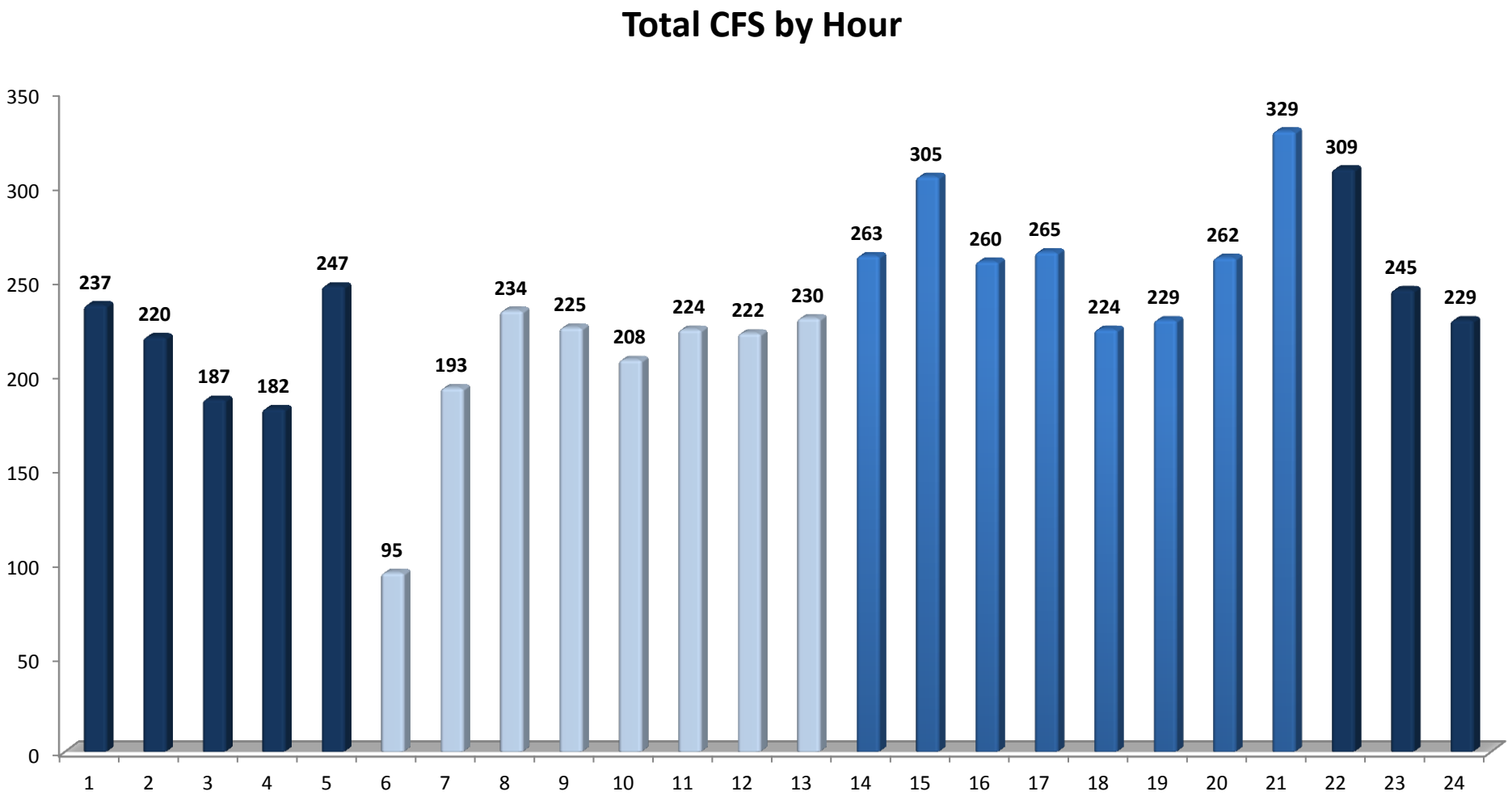
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

The chart below illustrates CFS by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Day shift experienced the lowest number of CFS. Evening shift experienced the highest number of CFS.



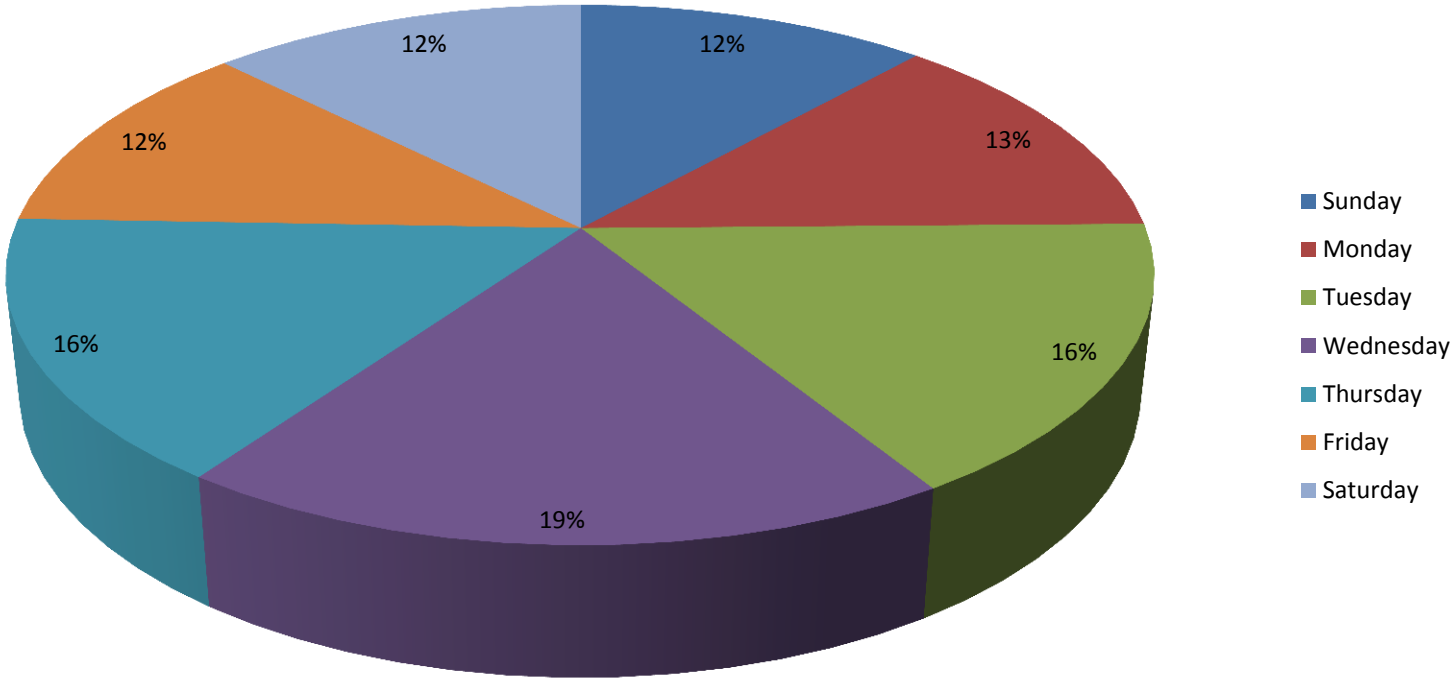
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

The chart below illustrates CFS broken down by time of day.



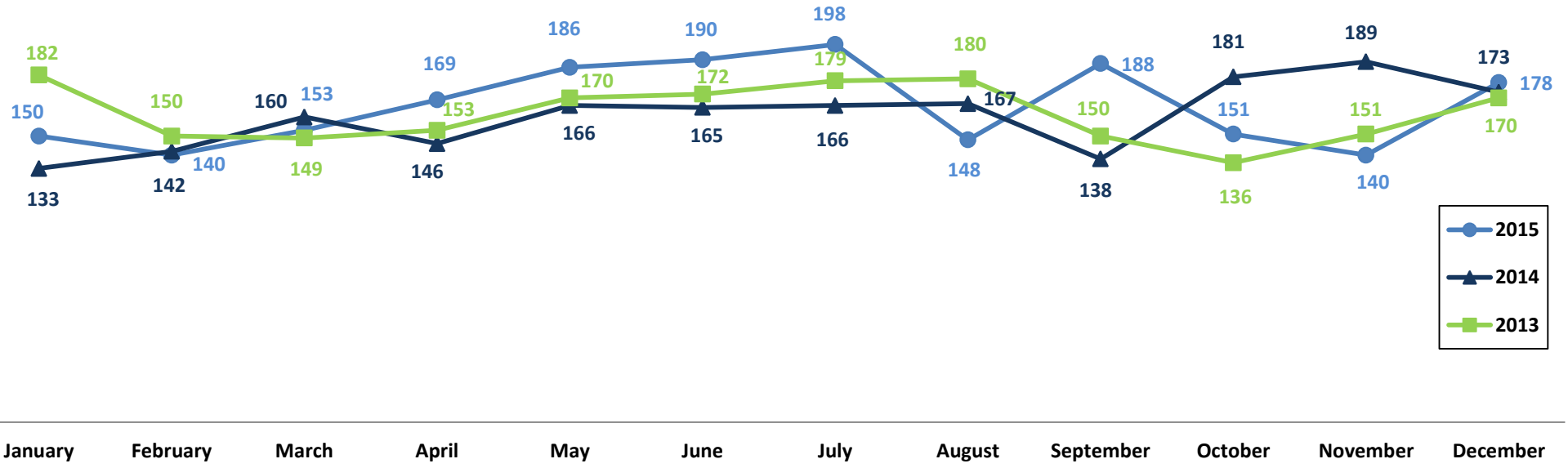
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

The day of the week with the most CFS was Wednesday with a total of 1,053, a 19%.



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

UCR Total Offenses by Month



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department November Council Report

The purpose of this report is to analyze the trend of Calls for Service (CFS) for the month of November 2015. This report will include the total Calls for Service identifying the day and time of the week most of these Calls for Service were generated. In addition, a line graph illustrating the totals of UCR Offenses by month for the years 2013, 2014, and 2015.

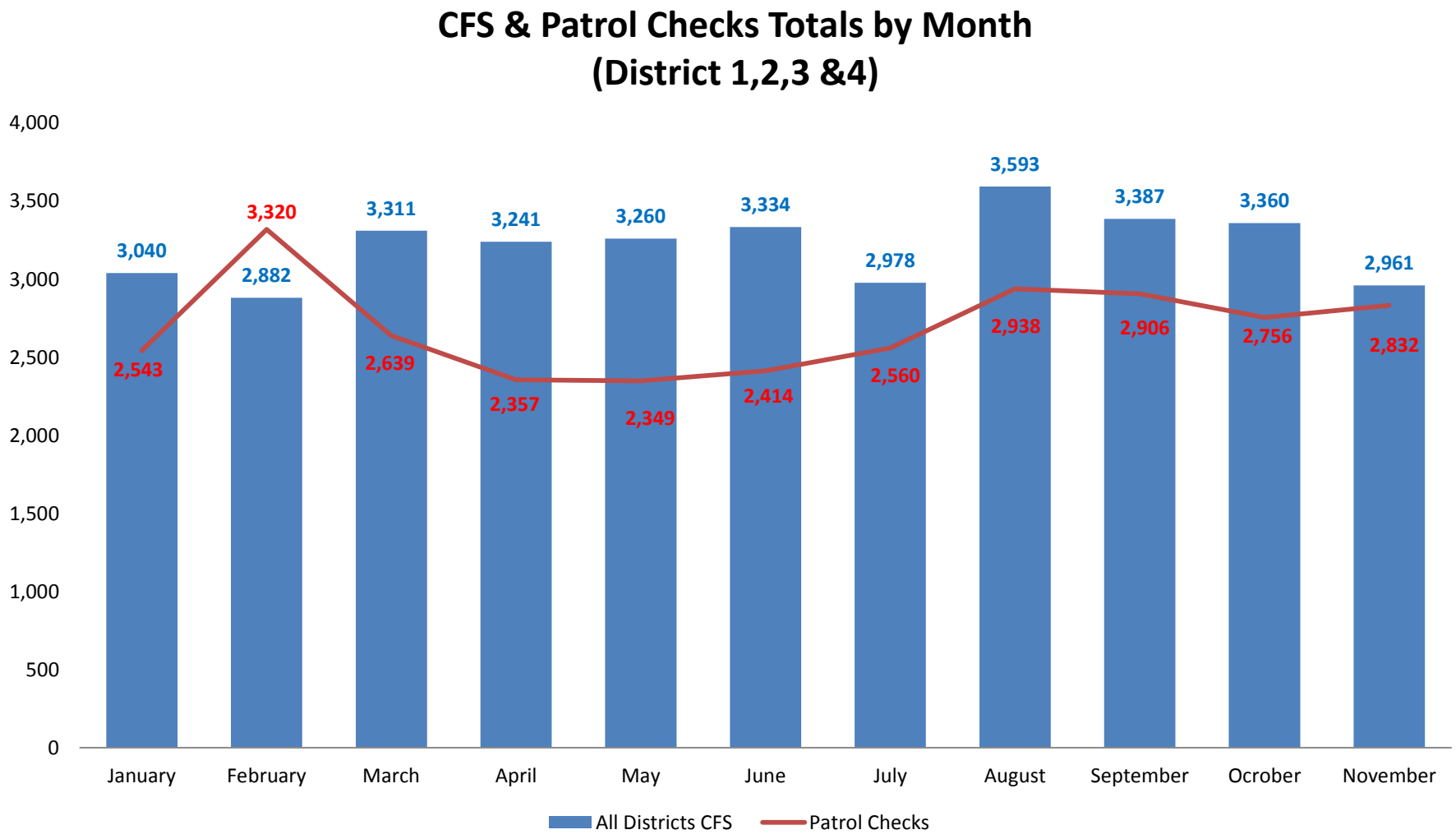
Findings

- The total CFS for the month of November 2015 were 5,793.
- 58% were Officer Initiated (3,368).
- 7% of all CFS resulted in case reports (382).
- 64% of all cases were closed (246).
- 34% were closed by arrest (85).
- District 1 had the most CFS for the month of November with a total of 2,067.
- District 3 experienced the lowest amount if CFS with a total of 949.
- The District with the most CFS cleared by Arrests was District 1 with a total of 38 Arrests.
- 18% all CFS occurred on Monday (1,017).
- Larceny Offenses have ***decreased*** by a 19% from the previous month (October-72, November- 58).
- Stolen Vehicle Offenses have ***decreased*** by a 50% from the previous month (October-6, November- 3).
- Burglary Offenses have also ***decreased*** by a 60% from the previous month (October-20, November- 8) .
- Overall, UCR offenses have ***dreceased*** from the previous month by a 7%.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department November Council Report

The graph below illustrates the total monthly Calls for service and Patrol Checks for the City of Cocoa.

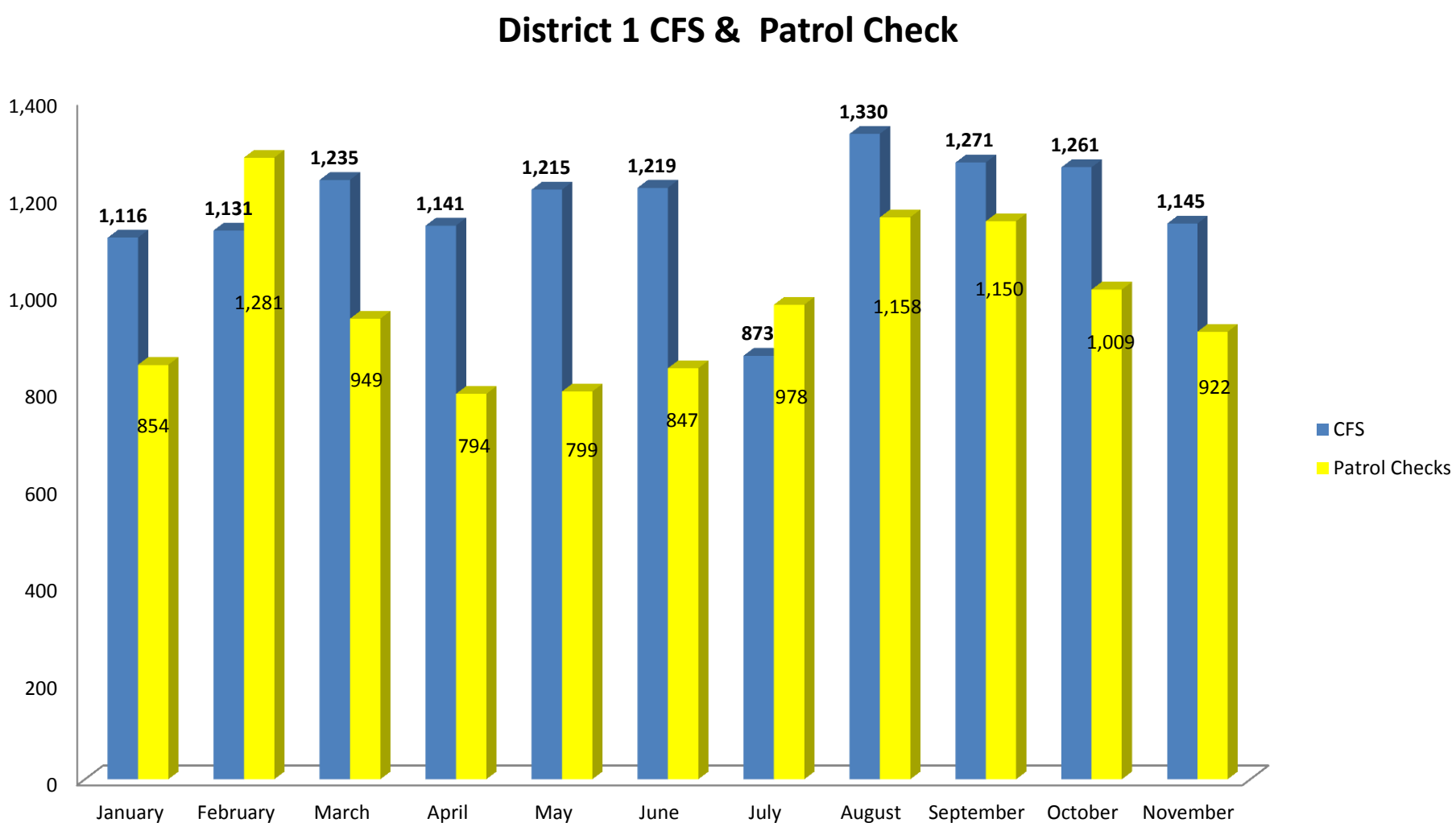


NOTE: The totals in the graph above include all of the Districts totals.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department November Council Report

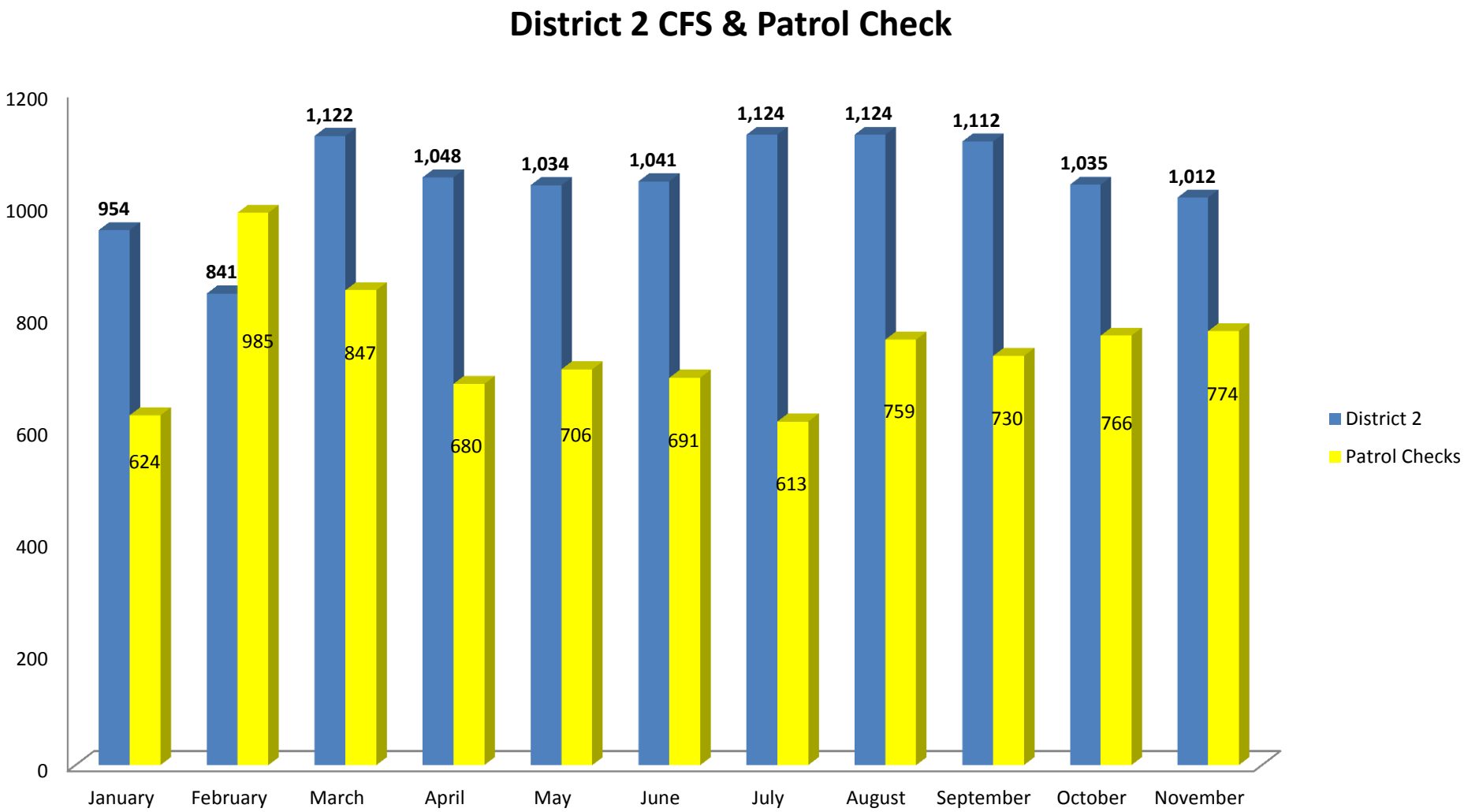
The graph below illustrates the total monthly Calls for service and Patrol Checks for District 1.



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department November Council Report

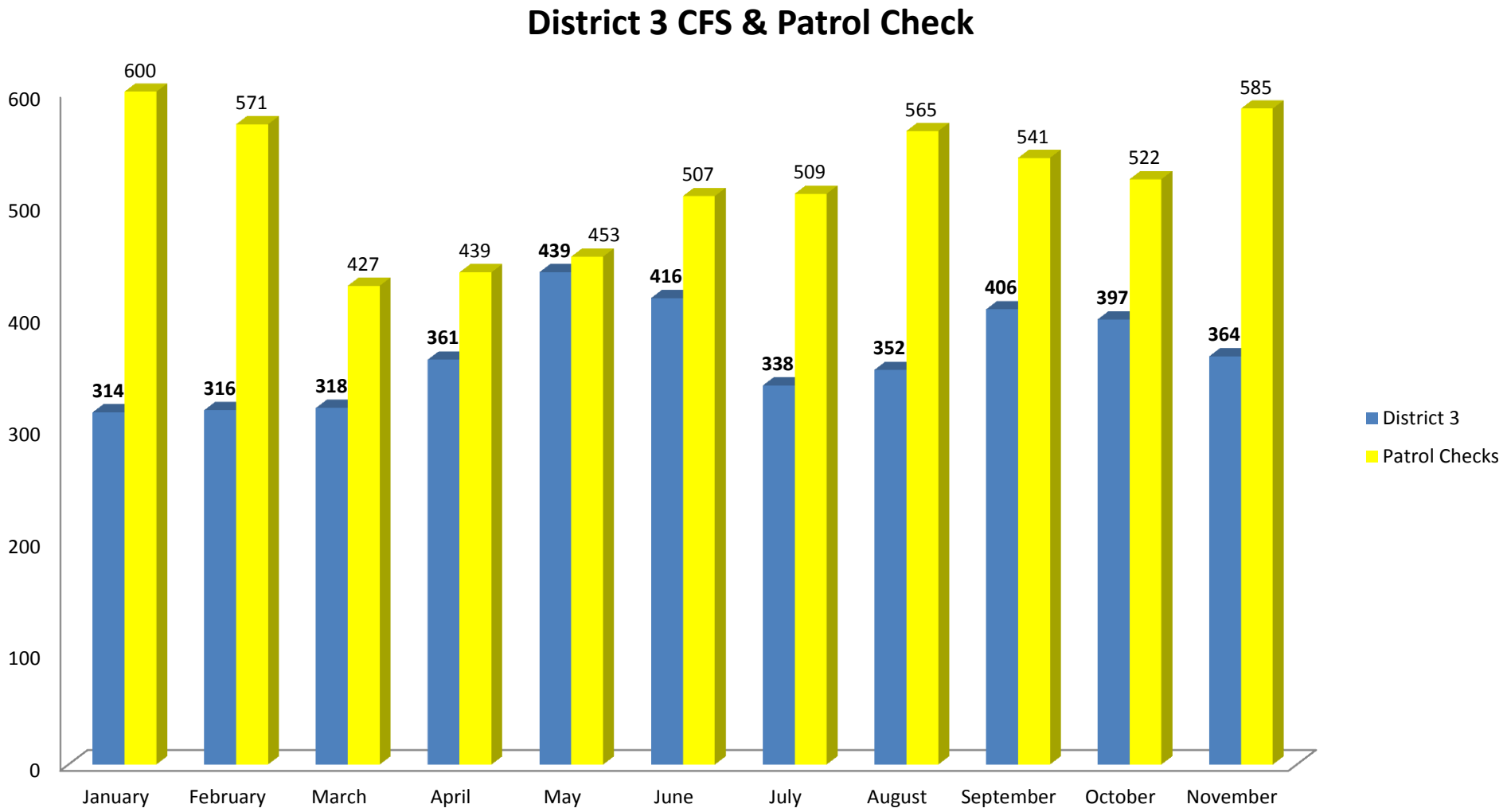
The graph below illustrates the total monthly Calls for service and Patrol Checks for District 2.



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department November Council Report

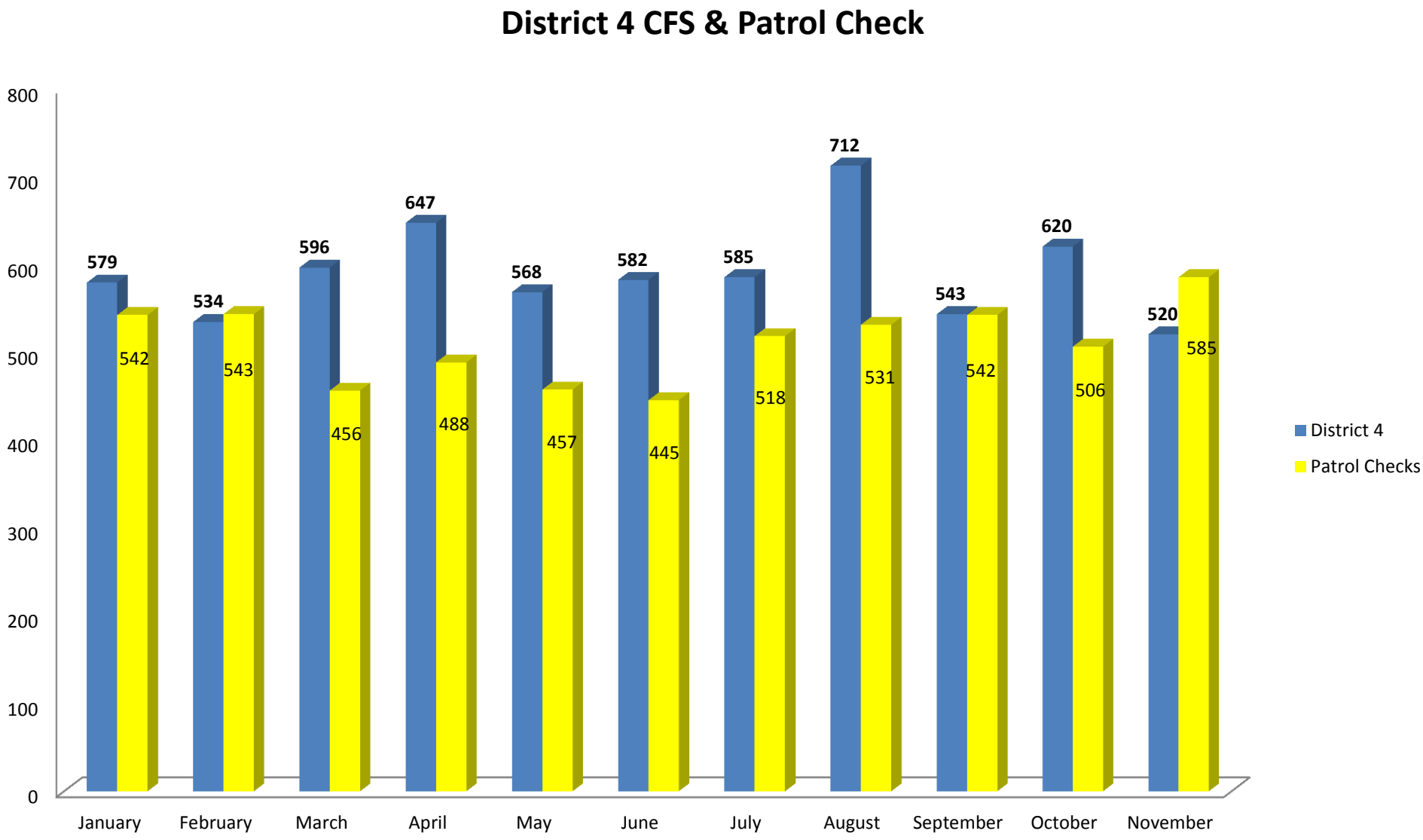
The graph below illustrates the total monthly Calls for service and Patrol Checks for District 3.



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department November Council Report

The graph below illustrates the total monthly Calls for service and Patrol Checks for District 4.



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

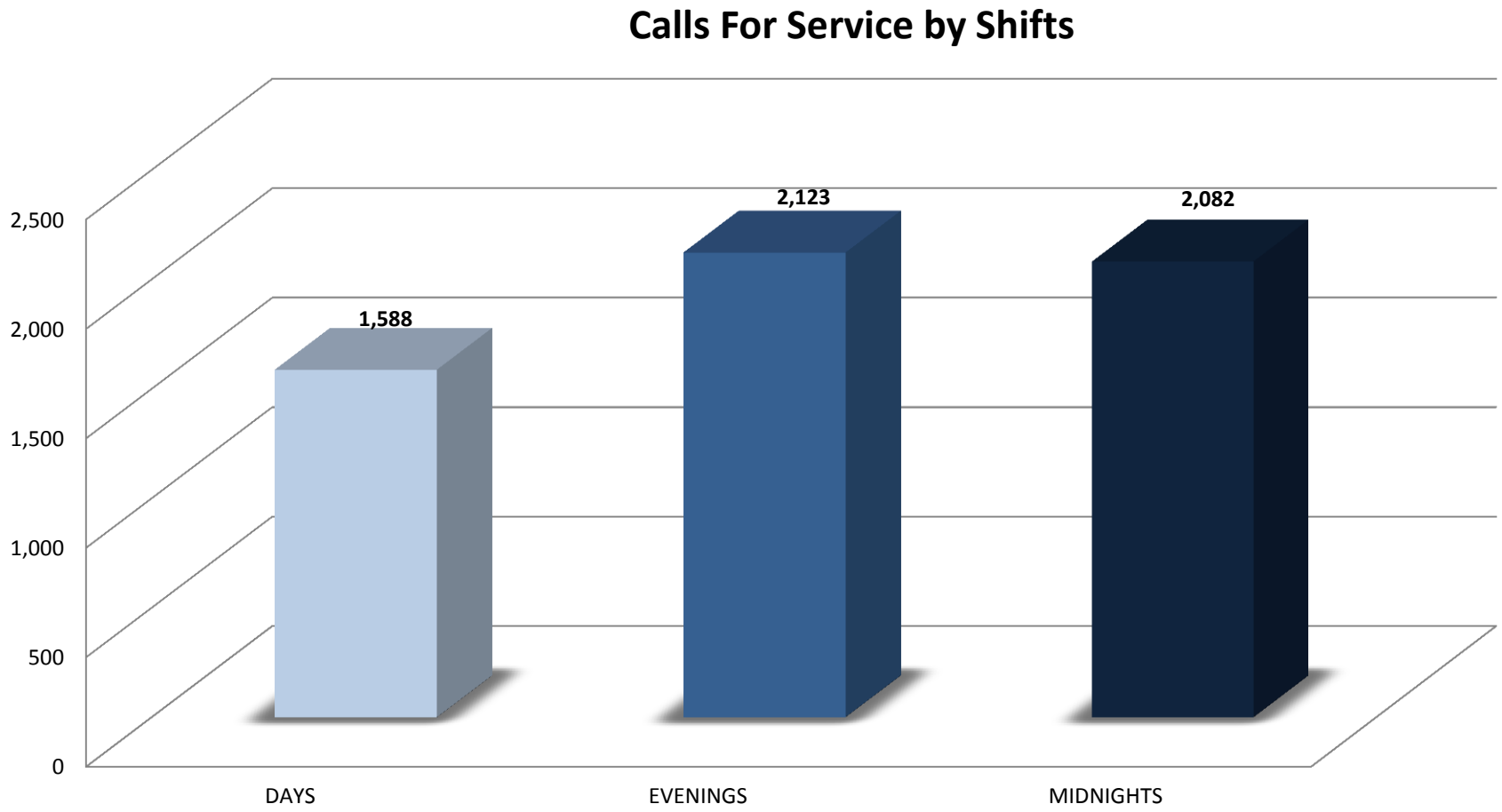
Cocoa Police Department November Council Report

The table below illustrates the total of CFS for the month of November to the locations listed. The totals listed does not include Patrol Checks.

Location	*ALL* other Calls for Service (NOT PATROL CHECKS)	% of all Calls for Service
1407 Dixon Blvd	61	1%
2700 SR.524	54	1%
1010 N. Fiske Blvd	17	.1%
800 N. Fiske	10	.1%
900 Friday Rd	9	.1%
1080 N. Fiske	5	.1%
1514 Clearlake Rd	4	.1%
1050 N. Fiske Blvd	4	.1%
1524 Clearlake Rd	4	.1%
TOTAL	**168**	**3%**

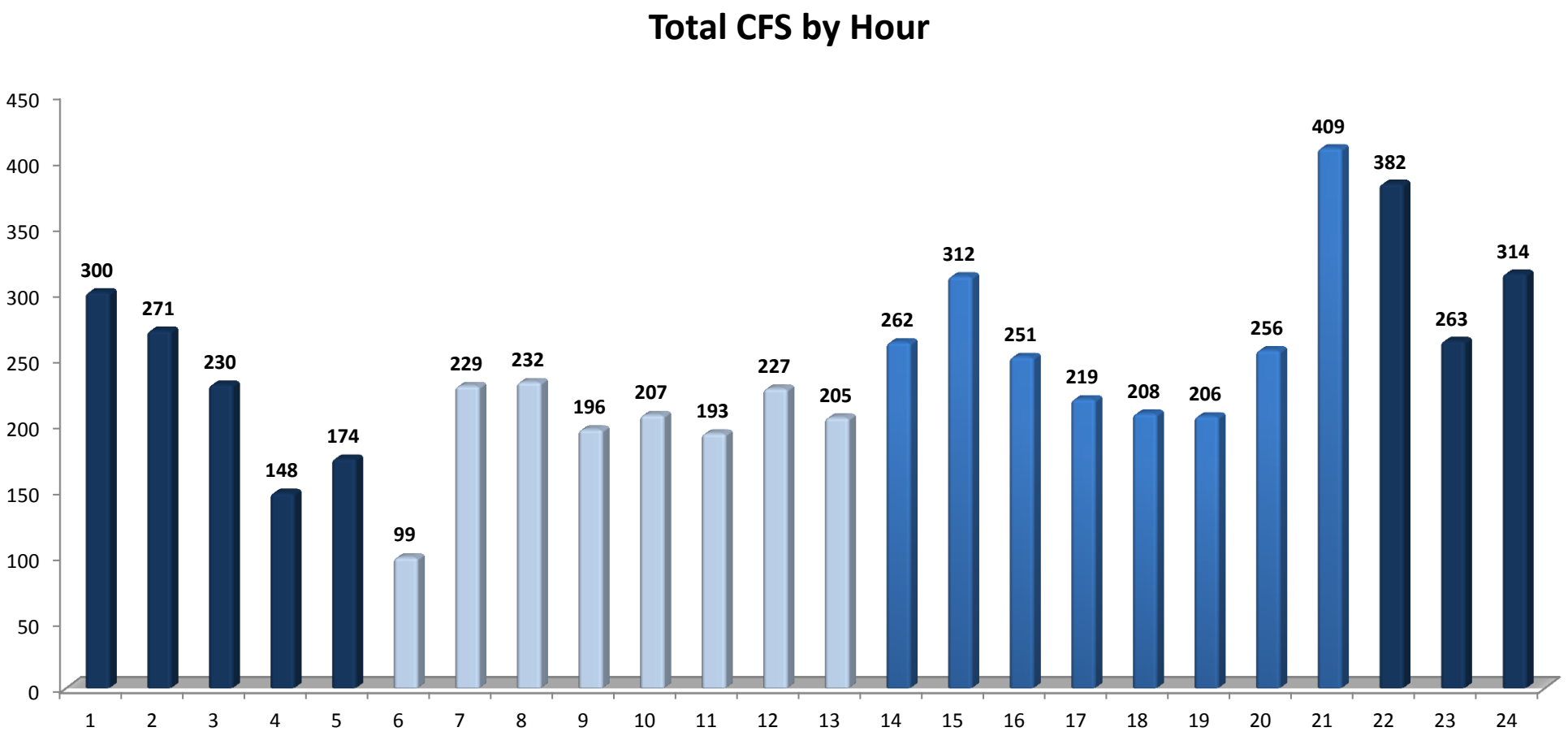
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

The chart below illustrates CFS by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Day shift experienced the lowest number of CFS. Evening shift experienced the highest number of CFS.



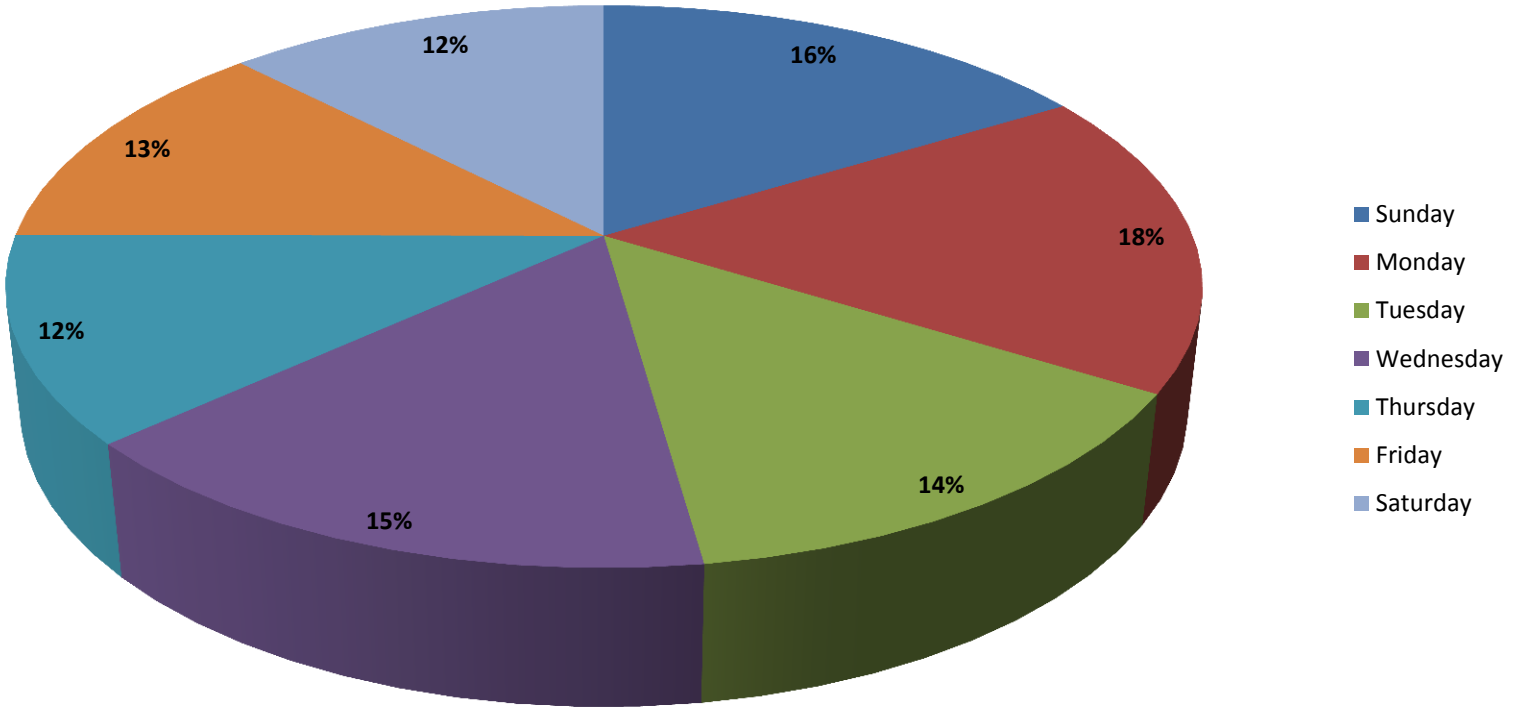
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

The chart below illustrates CFS broken down by time of day.



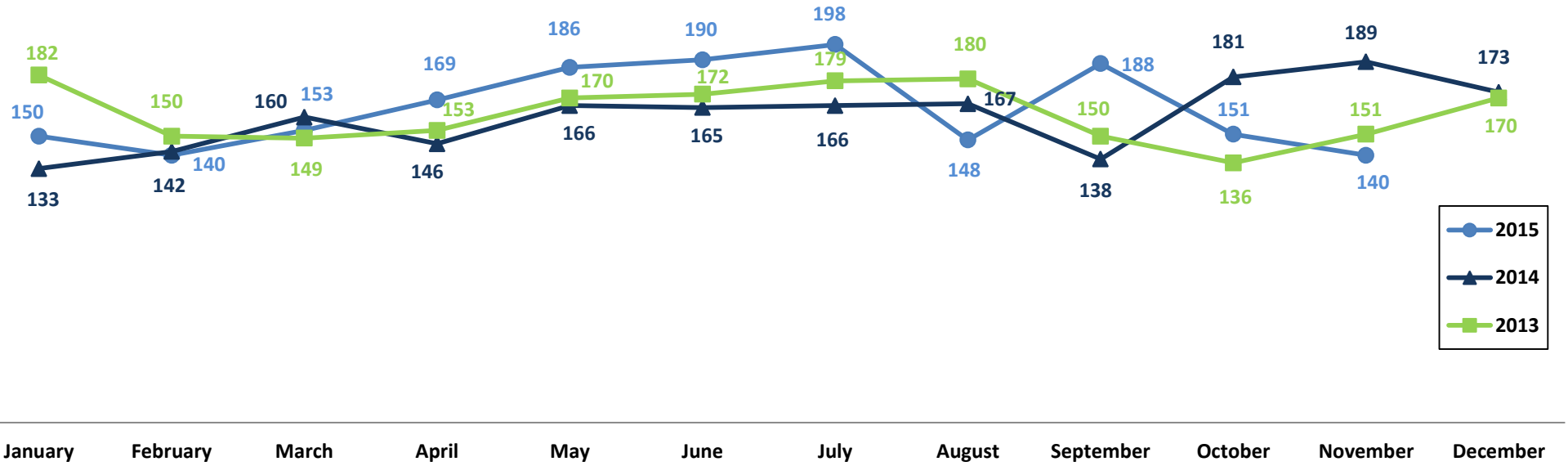
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

The day of the week with the most CFS was Monday with a total of 1,017, a 18%.



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

UCR Total Offenses by Month



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Legislation Details (With Text)

File #:	16-33	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/27/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	New local business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2-9-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 27, 2016
Agenda Date: February 9, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, ACIP, Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for January 13, 2016 - January 27, 2016. Please keep in mind that some may represent businesses that let their local business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:
None, this is an information agenda item.

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007339	PHOTO LOUNGE 30 226 KING ST COCOA FL 32922	1/19/16	NEW	Professional, Scientific, and Tech S	321-848-4190
16-00007334	RELIANCE PROPERTY MANAGEMENT G 3626 SHELLIE CT COCOA FL 32926	1/13/16	NEW	Professional, Scientific, and Tech S	321-302-3652
16-00007337	SIDEPOCKET BILLIARDS 1605 DIXON BLVD COCOA FL 32926	1/15/16	NEW	Amusement, Gambling, and Recreation	321-543-1520

Legislation Details (With Text)

File #:	16-35	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/27/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	Monthly Incident Fire Report Summary. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	December 2015.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 29, 2016
Agenda Date: August 12, 2014
Prepared By: Jonathan D. Lamm, Deputy Fire Chief
Through: John A. Titkanich Jr., City Manager
Requested Action:
Informational Item Only

BACKGROUND:

Monthly Incident Fire Report summary

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Department for the month of November

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Fire Incident Summary Report

Print Date/Time: 01/27/2016 10:33
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 12/01/2015
To Date: 12/31/2015
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	5	**EMS:**	333	**Unknown:**	21	**All**	438
Average Calls per Day	**Fire:**	0.17	**EMS:**	11.10	**All:**	14.60		
Total Number of Arson Calls	**All:**	1						
Estimated Dollar Loss	**Fire:**	$62,000.00	**Other:**	$0.00	**All:**	$62,000.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$10,000.00	**Other:**	$0.00	**All:**	$10,000.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	-52,000.00%	**Other:**	0.00%	**All:**	-52,000.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	1	**Arson:**	0		
Total Apparatus Responses	**All:**	506						
Average Responses per Day	**All:**	14.60						
Average Apparatus per Call	**Fire:**	4.40	**EMS:**	1.11	**All:**	1.16		
Average Turnout Time	**All:**	00:01:29						
Average Response Time	**All:**	00:04:49						
Average Contain Time	**All:**	00:00:00						
Average Total Time	**All:**	00:16:37						
Average Personnel per Call	**Fire:**	8.80	**EMS:**	3.20	**All:**	3.20		
Total Aid Given Calls	**All:**	50						
Total Aid Received Calls	**All:**	4						

Total Calls By Incident Group	Count	Average Response Time	Aid Given
100 - 199 Fire	5	00:05:33	0
200 - 299 Overpressure rupture, explosion, overheat - No fire	0		0
300 - 399 Rescue AND Emergency Medical Service incidents	327	00:04:41	24
400 - 499 Hazardous Conditions(No Fire)	6	00:05:19	2
500 - 599 Service Call	9	00:04:52	0
600 - 699 Good Intent Call	26	00:05:59	21
700 - 799 False Alarm AND False Call	11	00:05:59	3
800 - 899 Severe Weather & Natural Disaster	0		0
900 - 999 Special Incident Type	0		0

Total Calls By Incident Type	Count	Aid Given	Aid Received
111 111 Building fire	1	0	1
121 121 Fire in mobile home used as fixed residence	2	0	2
143 143 Grass fire	1	0	0
150 150 Outside rubbish fire, other	1	0	0
311 311 Medical assist, assist EMS crew	1	0	0
321 3213 Invalid Assist	5	0	0
321 3212 BLS Medical	227	12	0
321 3211 ALS Medical	61	8	0
321 321 EMS call, excluding vehicle accident with injury	1	0	0

Fire Incident Summary Report

Print Date/Time: 01/27/2016 10:33
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 12/01/2015
To Date: 12/31/2015
Location: All

Cocoa Fire Department
FDID Number: 19052

322 322 Motor vehicle accident with injuries	1	0	0
322 3222 Vehicle Accident w/inj BLS	18	2	0
322 3221 Vehicle Accident w/inj ALS	4	0	0
323 323 Motor vehicle/pedestrian accident (MV Ped)	1	0	0
324 324 Motor vehicle accident with no injuries.	13	2	0
360 360 Water & ice-related rescue, other	1	0	0
411 411 Gasoline or other flammable liquid spill	1	1	0
412 412 Gas leak (natural gas or LPG)	3	0	0
442 442 Overheated motor	1	0	0
444 444 Power line down	1	1	0
511 511 Lock-out	2	0	0
541 541 Animal problem	1	0	0
550 550 Public service assistance, other	1	0	0
552 552 Police matter	1	0	0
553 553 Public service	4	0	0
554 554 Assist invalid	1	0	0
611 611 Dispatched & canceled en route	41	20	1
622 622 No incident found on arrival at dispatch address	9	0	0
651 651 Smoke scare, odor of smoke	1	0	0
653 653 Smoke from barbecue, tar kettle	1	1	0
700 700 False alarm or false call, other	4	1	0
714 714 Central station, malicious false alarm	1	0	0
730 730 System malfunction, other	2	0	0
733 733 Smoke detector activation due to malfunction	1	1	0
734 734 Heat detector activation due to malfunction	1	1	0
735 735 Alarm system sounded due to malfunction	1	0	0
745 745 Alarm system activation, no fire - unintentional	1	0	0

Legislation Details (With Text)

File #:	16-38	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/29/2016			**In control:**	City Council
On agenda:	2/9/2016			**Final action:**	
Title:	2015 Year End Fire Department Summary Report. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2015 Summary Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 29, 2016
Agenda Date: February 9, 2016
Prepared By: Jonathan D. Lamm, Deputy Fire Chief
Through: John Titkanich, City Manager
Requested Action:
Informational Item Only

BACKGROUND:

2015 Year End Fire Department Summary Report

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Department for the month of November

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Fire Incident Summary Report

Print Date/Time: 01/29/2016 10:46
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2015
To Date: 12/31/2015
Location: All

Cocoa Fire Department
FDID Number: 19052

General Information

Total Number of Calls	**Fire:**	98	**EMS:**	3710	**Unknown:**	274	**All**	4906
Average Calls per Day	**Fire:**	0.27	**EMS:**	10.19	**All:**	13.48		
Total Number of Arson Calls	**All:**	8						
Estimated Dollar Loss	**Fire:**	$287,074.00	**Other:**	$0.00	**All:**	$287,074.00	**Arson:**	$0.00
Estimated Value	**Fire:**	$592,202.00	**Other:**	$0.00	**All:**	$592,202.00	**Arson:**	$0.00
Percentage Saved	**Fire:**	5,200.00%	**Other:**	0.00%	**All:**	5,200.00%	**Arson:**	0.00%
Total Injuries	**Fire Service:**	0	**Civilian Fire:**	0	**EMS:**	0	**Arson:**	0
Total Fatalities	**Fire Service:**	0	**Civilian Fire:**	1	**Arson:**	0		
Total Apparatus Responses	**All:**	5759						
Average Responses per Day	**All:**	13.48						
Average Apparatus per Call	**Fire:**	2.74	**EMS:**	1.11	**All:**	1.17		
Average Turnout Time	**All:**	00:02:03						
Average Response Time	**All:**	00:04:35						
Average Contain Time	**All:**	00:09:06						
Average Total Time	**All:**	00:15:50						
Average Personnel per Call	**Fire:**	7.47	**EMS:**	3.68	**All:**	3.73		
Total Aid Given Calls	**All:**	609						
Total Aid Received Calls	**All:**	58						

Total Calls By Incident Type	Count	Aid Given	Aid Received
100 100 Fire, other	6	2	2
111 111 Building fire	10	5	4
112 112 Fires in structure other than in a building	2	1	1
113 113 Cooking fire, confined to container	14	2	7
118 118 Trash or rubbish fire, contained	14	3	1
121 121 Fire in mobile home used as fixed residence	6	3	3
130 130 Mobile property (vehicle) fire, other	2	0	1
131 131 Passenger vehicle fire	4	1	0
134 134 Water vehicle fire	1	1	0
135 135 Aircraft fire	1	0	0
140 140 Natural vegetation fire, other	2	1	0
141 141 Forest, woods or wildland fire	3	2	1
142 142 Brush or brush-and-grass mixture fire	13	6	1
143 143 Grass fire	3	0	1
150 150 Outside rubbish fire, other	6	0	0
151 151 Outside rubbish, trash or waste fire	7	1	1
154 154 Dumpster or other outside trash receptacle fire	1	0	0
160 160 Special outside fire, other	1	0	0
162 162 Outside equipment fire	2	0	1

Fire Incident Summary Report

Print Date/Time: 01/29/2016 10:46
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2015
To Date: 12/31/2015
Location: All

Cocoa Fire Department
FDID Number: 19052

240 240 Explosion (no fire), other	2	0	1
251 251 Excessive heat, scorch burns with no ignition	1	0	0
311 311 Medical assist, assist EMS crew	8	2	0
320 320 Emergency medical service, other (conversion only)	7	3	0
321 3211 ALS Medical	933	84	1
321 3213 Invalid Assist	71	5	1
321 3212 BLS Medical	2385	221	6
321 321 EMS call, excluding vehicle accident with injury	6	2	0
322 3222 Vehicle Accident w/inj BLS	129	8	0
322 322 Motor vehicle accident with injuries	42	7	0
322 3221 Vehicle Accident w/inj ALS	23	1	1
323 323 Motor vehicle/pedestrian accident (MV Ped)	13	2	0
324 324 Motor vehicle accident with no injuries.	85	13	1
331 331 Lock-in (if lock out , use 511)	2	0	0
350 350 Extrication, rescue, other	1	0	0
352 352 Extrication of victim(s) from vehicle	1	0	0
353 353 Removal of victim(s) from stalled elevator	2	0	0
360 360 Water & ice-related rescue, other	1	0	0
381 381 Rescue or EMS standby	1	0	0
400 400 Hazardous condition, other	12	2	1
411 411 Gasoline or other flammable liquid spill	5	1	1
412 412 Gas leak (natural gas or LPG)	9	1	2
413 413 Oil or other combustible liquid spill	2	0	0
440 440 Electrical wiring/equipment problem, other	2	0	1
441 441 Heat from short circuit (wiring), defective/worn	1	0	1
442 442 Overheated motor	1	0	0
444 444 Power line down	12	3	0
445 445 Arcing, shorted electrical equipment	12	3	3
480 480 Attempted burning, illegal action, other	1	0	0
500 500 Service Call, other	2	0	0
510 510 Person in distress, other	3	0	0
511 511 Lock-out	15	0	0
521 521 Water evacuation	1	0	0
531 531 Smoke or odor removal	6	0	1
540 540 Animal problem, other	1	1	0
541 541 Animal problem	1	0	0
542 542 Animal rescue	1	0	0
550 550 Public service assistance, other	31	2	0
551 551 Assist police or other governmental agency	24	9	0
552 552 Police matter	8	0	0
553 553 Public service	40	1	0
554 554 Assist invalid	6	1	0

Fire Incident Summary Report

Print Date/Time: 01/29/2016 10:46
Login ID: jlamm
Station:
Incident Type(s): All

From Date: 01/01/2015
To Date: 12/31/2015
Location: All

Cocoa Fire Department
FDID Number: 19052

561	561 Unauthorized burning	3	1	0
600	600 Good intent call, other	5	0	0
611	611 Dispatched & canceled en route	346	167	8
621	621 Wrong location	1	0	0
622	622 No incident found on arrival at dispatch address	94	7	0
650	650 Steam, other gas mistaken for smoke, other	1	0	0
651	651 Smoke scare, odor of smoke	36	11	3
652	652 Steam, vapor, fog or dust thought to be smoke	4	0	0
653	653 Smoke from barbecue, tar kettle	2	1	0
671	671 HazMat release investigation w/no HazMat	2	0	0
700	700 False alarm or false call, other	45	5	0
710	710 Malicious, mischievous false call, other	1	0	0
711	711 Municipal alarm system, malicious false alarm	3	0	0
714	714 Central station, malicious false alarm	1	0	0
730	730 System malfunction, other	4	0	0
733	733 Smoke detector activation due to malfunction	8	2	0
734	734 Heat detector activation due to malfunction	1	1	0
735	735 Alarm system sounded due to malfunction	12	1	1
736	736 CO detector activation due to malfunction	3	0	0
740	740 Unintentional transmission of alarm, other	5	1	1
741	741 Sprinkler activation, no fire - unintentional	2	0	0
743	743 Smoke detector activation, no fire - unintentional	16	1	0
744	744 Detector activation, no fire - unintentional	2	0	0
745	745 Alarm system activation, no fire - unintentional	27	10	0
900	900 Special type of incident, other	1	1	0