City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, January 12, 2021

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 21-31 Approve the Agenda for the Regular meeting of January 12, 2021, as presented or with amendments.

Attachments: 01-12-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-28 Approve the Minutes of the Swearing-in Ceremony of November 17, 2020, as written or with amendments.

Attachments: 11-17-20 Swearing In Minutes.pdf

II.2(b) 21-32 Approve the Minutes of the City Council Priority Planning Workshop on December 3, 2020, as written or with amendments.

Attachments: 12-03-2020 Workshop Minutes.pdf

II.2(c) 21-33 Approve the Minutes of the Regular City Council meeting held on December 8, 2020, as written or with amendments.

Attachments: 12-08-2020 MinutesADA.pdf

EXHIBIT A: Ordinance No. 21-2020 (Amending Ord. 13-2020 re Face Masks).pdf

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. REPORTS:

VI. CONSENT AGENDA:

VI.1 21-14 Approve Task Order 2021-20 with Bussen Mayer Engineering Group, Inc. for Final Engineering Services for the Indian River Drive Gravity Sewer Areas J & K; To Approve a Resolution Amending the FY2021 Budget; BAF #21-040-A. (Utilities Director)

Attachments:
- TO-Bussen 2021-20 $261,770 UT-ENG.pdf
- PROPOSAL.pdf
- Budget Resolution FY 2021- ADA Compliant.docx
- RFQ-17-16-COC - BMEG AGREEMENT.pdf
- RFQ-17-16-COC TRACK SHEET.pdf
- BMEG COI Exp 2-2021 and 10-2021.pdf
- BAF 21-040-A-UT - IRD Gravity Sewer Areas JK (1-12-21) Agenda 21-14.pdf

VI.2 21-19 Approve Change Order #2 to P.O. 75893 with CE Power Solutions of Florida, Lakeland, Florida, in the Amount of $1,352; Approve a Resolution Authorizing the City Manager to Approve Additional Change Orders in an Amount not to Exceed $3,064 for a Project Total of $68,396. (Utilities Director)

Attachments:
- 825247 Plant 3 VFD Replacement CO 2 Return Trip.pdf
- Resolution - CE Power - Transfer Pump #3 VFD Replacement.doc
- C.O. #1 CE Power.pdf
- Original PO 75893.pdf
- Notice of Award.pdf

VI.3 21-4 Approve a Resolution Amending the FY21 Budget, BAF# 21-039-A, through the use of Fund Balance, to Provide Budget for Several Projects Rolling into the New Year, and to Provide Budget for CARES Funding #107-2020. (Finance Director)

Attachments:
- Budget Resolution FY 2021- ADA Compliant.docx
- Tracking Sheet BAF# 21-039.pdf
- BAF 21-039-A-FN-December Budget Cleanup Project Rolls (1-12-21)-Agenda 2

VI.4 21-67 Approval of revised COVID-19 Emergency Paid Sick Leave and Expanded Family Medical Leave Policies extending benefits through March 31, 2021. (Administrative Services Director)

Attachments: Cocoa PSL Policy (Revised 1-12-21)
Emergency Responder List (Revised January 2021).pdf
COVID-19 PUBLIC HEALTH EXPANDED FMLA LEAVE POLICY (Revised 1-12

VII. PUBLIC HEARINGS:

VII.1 21-49 Consideration of a Binding Development Agreement between the City of Cocoa, Florida and M&R United, Inc. consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building type with retail development and a drive-thru use, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District. (Community Services Director)

Attachments: Exhibit A - Development Agreement 12-9-20 Draft.pdf
Exhibit B - Concept Plan (Final) 12-8-20.pdf
Exhibit C - Building Elevations.pdf
Exhibit D - Conceptual Landscape Plan 12-7-20.pdf
Exhibit E - Traffic Impact Study.pdf
Location Map.pdf
Legal Ad Proof.pdf

VII.2 21-51 Consideration of a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for an Applicant Initiated request to change the Future Land Use Map designation of one (1) parcel from Brevard County “Community Commercial” to City of Cocoa “Industrial”. (Community Services Director)

Attachments: Ordinance No. 01-2021 FLU Amendment Gem Industries to Industrial.pdf
Exhibit A - Legal Description.pdf
Gem King St FLU map 12-15-20.pdf
FLU Application and Petition.pdf
Legal Ad Proof.pdf

VII.3 21-52 Second & Final Reading: Ordinance No. 20-2020: repealing Section 2-76 of the City Code related to reimbursement of travel related expenses; directing that the Finance Director update the Financial Operations Manual (FOM), and recognizing that future travel and per diem reimbursement policies will be established by resolution of the City Council rather than by ordinance. (Finance Director)

Attachments: Ordinance No. 20-2020 Repeal Travel Policy
Ord. 20-2020 OrderConf.pdf

VIII. COUNCIL BUSINESS:

VIII.1 21-34 Consider the application of Sharri Scott as the 2nd Alternate Member to the Code Enforcement Board. (Administrative Services Director)

Attachments: Board Application _ Scott, Sharri.pdf
Consideration Letter_ Scott.pdf
Code Board Roster.pdf

VIII.2 21-35 Consider the Appointment of Patricia Weeks as a Regular member and Kaitlyn Aliano as 2nd Alternate to the Board of Adjustment. (Administrative Services Director)

Attachments: Board application: Weeks, P.pdf
Consideration Letter_ Weeks.pdf
Board Application _ K. Aliano.pdf
Consideration Letter_ Aliano.pdf
Board of Adjustment Roster.pdf

VIII.3 21-37 Consider the Appointment of Dawn Horr as a Regular member of the Sustainability Advisory Board. (Administrative Services Director)

Attachments: Board Application_ Horr.pdf
Consideration letter _ Horr.pdf
Sustainability Advisory Board Roster.pdf

VIII.4 21-43 Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (Assistant City Manager)

Attachments: City of Cocoa Emergency Ordinance 13-2020.pdf
Ordinance No. 21-2020 (Amending Ord. 13-2020 re_ Face Masks).pdf

VIII.5 21-50 Approve the requested 2021 street closures in association with the proposed Special Events. (Assistant to the City Manager/Public Information Officer)

IX. CITY BUSINESS:

IX.1 21-53 Approve Resolution No. 2021-004, City of Cocoa Travel Policy. (Finance Director)

Attachments: Resolution No. 2021-04: Travel Policy Adoption.docx
Travel Policy CC 21.6.docx

IX.2 21-61 Council authorization to apply for a National Park Service African American Civil Rights Grant in the amount of $30,000 to conduct historical research and documentation of the Civil Rights Case, Gilbert vs. Board of Public Instruction of Brevard County, Florida. Documentation will be used as an educational display in the Leon and Jewel Collins Museum of African American History and Culture. (Community Services Director)

Attachments: AACR_20_NOFO_P21AS00199.pdf
Internal Grant Application-AACR Grant-Due 12-15-2020S.pdf

IX.3 21-73 Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Project Sunshine granting the waiver set forth therein pursuant to Section 15-21 of the City Code. (Community Services Director)

Attachments: Site Plan Layout - PROJECT SUNSHINE.pdf
Project Sunshine - Landscape Construction Documents.pdf
Project Sunshine Development Agreement Draft FINAL for Council Meeting

MULTI-YEAR CONTRACTS:

IX.4 21-36 Approve Task Order 2021-18 with Carollo Engineers, Inc. to Update the Wastewater System Capital Plan, Project WS1210; To Approve as a Multi-year Contract from FY2021 through FY2022. (Utilities Director)

Attachments: To-Carollo 2021-18 $454,738.62 - UT SFO.pdf
TO Proposal 2021-18 Carollo WW Capital Plan.pdf
RFQ-18-10-COC TRACK SHEET.pdf
Executed Agreement - Exp 7-24-2021.pdf
COI - Exp 7-4-21.pdf

X. INFORMATIONAL AGENDA:

X.1 21-21 FY 2021 Budget Adjustment Report. (Finance Director)

Attachments: November FY 2021 EXPENSE Budget Tracking Worksheet.pdf
November FY 2021 REVENUE Budget Tracking Worksheet.pdf

X.2 21-24 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: CM Change Orders 11-30-2020.pdf

X.3 21-25 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)

Attachments: Budget By Classification Report -November 2020.pdf

X.4 21-6 Fire Incident Summary Report for November 2020. (Fire Chief)

Attachments: November 2020 Record Volume By Incident Type Report.pdf

X.5 21-62 Fire Incident Summary Report for December 2020. (Fire Chief)

Attachments: December 2020 Calls for Service By Incident Type.pdf

X.6 21-9 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 11/30/2020. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.20 thru 11.30.20.pdf

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. Interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

(1) https://tinyurl.com/s5e875r or
(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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 #:	21-31	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	12/14/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of January 12, 2021, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	01-12-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2020
Agenda Date: January 12, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of January 12, 2021, as presented or with amendments.

BACKGROUND:

The City Council approves the agenda for all 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 January 12, 2021, as presented or with amendments

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: January 12, 2021
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of January 12, 2021 (21-31)

2. Minutes: (a) Swearing-In Ceremony/Special City Council Meeting of November 17, 2020 (21-28)
(b) Council Priority Planning Workshop on December 3, 2020 (21-32)
(c) Regular Meeting of December 8, 2020 (21-33)

III. Awards and Presentations:

None.

IV. Delegations:

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

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

V. Reports:

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

VI. Consent Agenda:

1. Approve Task Order 2021-20 with Bussen Mayer Engineering Group, Inc. for Final Engineering Services for the Indian River Drive Gravity Sewer Areas J & K; To Approve a Resolution Amending the FY2021 Budget; BAF #21-040-A. (21-14). (Utilities Director)

2. Approve Change Order #2 to P.O. 75893 with CE Power Solutions of Florida, Lakeland, Florida, in the Amount of $1,352; Approve a Resolution Authorizing the City Manager to Approve Additional Change Orders in an Amount not to Exceed $3,064 for a Project Total of $68,396. (21-19). (Utilities Director)

3. Approve a Resolution Amending the FY21 Budget, BAF# 21-039-A, through the use of Fund Balance, to Provide Budget for Several Projects Rolling into the New Year, and to Provide Budget for CARES Funding #107-2020. (21-4). (Finance Director)

4. Approval of revised COVID-19 Emergency Paid Sick Leave and Expanded Family Medical Leave Policies extending benefits through March 31, 2021. (21-67). (Administrative Services Director)

VII. Public Hearings:

1. Consideration of a Binding Development Agreement between the City of Cocoa, Florida and M&R United, Inc. consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building

type with retail development and a drive-thru use, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District. (21-49). (Community Services Director)

2. Consideration of a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for an Applicant Initiated request to change the Future Land Use Map designation of one (1) parcel from Brevard County “Community Commercial” to City of Cocoa “Industrial”. (21-51). (Community Services Director)

3. Second & Final Reading: Ordinance No. 20-2020: repealing Section 2-76 of the City Code related to reimbursement of travel related expenses; directing that the Finance Director update the Financial Operations Manual (FOM), and recognizing that future travel and per diem reimbursement policies will be established by resolution of the City Council rather than by ordinance. (21-52). (Finance Director)

VIII. Council Business:

1. Consider the application of Sharri Scott as the 2nd Alternate Member to the Code Enforcement Board. (21-34). (Administrative Services Director)

2. Consider the Appointment of Patricia Weeks as a Regular member and Kaitlyn Aliano as 2nd Alternate to the Board of Adjustment. (21-35). (Administrative Services Director)

3. Consider the Appointment of Dawn Horr as a Regular member of the Sustainability Advisory Board. (21-37). (Administrative Services Director)

4. Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (21-43). (Assistant City Manager)

5. Approve the requested 2021 street closures in association with the proposed Special Events. (21-50). (Assistant to the City Manager/Public Information Officer)

IX. City Business:

1. Approve Resolution No. 2021-004, City of Cocoa Travel Policy. (21-53). (Finance Director)

2. Council authorization to apply for a National Park Service African American Civil Rights Grant in the amount of $30,000 to conduct historical research and documentation of the Civil Rights Case, Gilbert vs. Board of Public Instruction of Brevard County, Florida. Documentation will be used as an educational display in

the Leon and Jewel Collins Museum of African American History and Culture. (21-61). (Community Services Director)

3. Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Project Sunshine granting the waiver set forth therein pursuant to Section 15-21 of the City Code. (21-73). (Community Services Director)

Multi-Year Contracts:

4. Approve Task Order 2021-18 with Carollo Engineers, Inc. to Update the Wastewater System Capital Plan, Project WS1210; To Approve as a Multi-year Contract from FY2021 through FY2022. (21-36). (Utilities Director)

X. Informational Agenda:

1. FY 2021 Budget Adjustment Report. (21-21). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-24). (Finance Director)

3. Data showing the relation between the estimated and actual income and expenses to date. (21-25). (Finance Director)

4. Fire Incident Summary Report for November 2020. (21-6). (Fire Chief)

5. Fire Incident Summary Report for December 2020. (21-62). (Fire Chief)

6. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 11/30/2020. (21-9). (Finance Director)

XI. Adjournment:

XII. Notice To The Public:

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Legislation Details (With Text)

File #:	21-28	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/11/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Approve the Minutes of the Swearing-in Ceremony of November 17, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-17-20 Swearing In Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 11, 2020
Agenda Date: January 12, 2021
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes of the Swearing-in Ceremony of November 17, 2020, as written or with amendments

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Swearing-in Ceremony of November 17, 2020, as written or with amendments.

MINUTES

CITY OF COCOA
Special City Council Meeting
Swearing-In of New Council Members

November 17, 2020

A Special City Council Meeting was held on Tuesday, November 17, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. OPENING MATTERS:

Mayor Williams called the meeting to order at 5:33pm.

Rockledge Councilman Michael Cadore provided the invocation and Councilman Boisvert led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The Assistant City Clerk took the roll.

PRESENT:	Jake Williams	Mayor
	Alex Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Michael Blake	Mayor - Elect
	Lavander Hearn	District 2 Councilmember - Elect
	Rip Dyal	District 3 Councilmember - Elect
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
ABSENT:	Brenda Warner	Councilmember

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Carie Shealy, City Clerk; Jack Walsh, Utilities Director; Nancy Bunt, Community Services Director; Mike Cantaloupe, Chief of Police, Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director;

Rebecca Bowman, Finance Director; Charlene Neuterman, Deputy Community Services Director; Monica Arsenault, Assistant City Clerk; Colleen O'Donnell, Records Technician; Jason McCuen, Helpdesk Support Tech; Samantha Senger, Assistant to the City Manager/PR Specialist; and several other City employees.

II. Approval of Agenda:

1. Approve the Agenda for the Special City Council Meeting (Swearing In Ceremony) of November 17, 2020. (20-765).

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Agenda for the Special City Council Meeting (Swearing In Ceremony) of November 17, 2020 with an amendment to add a delegation after the approval of the Agenda.**

AYES: Williams, Goins, Boisvert, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mr. Rachad Wilson, Principal of Cocoa High School, thanked the City of Cocoa for being Cocoa High School's most loyal supporters. Most recently, the high school received a donation from the City to put towards rubberizing the track at the Richard "Dick" Blake stadium. He recognized the Council for their support and also recognized Assistant City Manager Matt Fuhrer and former Councilman Clarence Whipple for their involvement. Additionally, he extended a special thanks to Officer Rhodes and Officer Hattaway for the Space Coast Canine Competition. He expressed that he is looking forward to continuing this relationship with the incoming Council and new City Manager.

III. CITY BUSINESS:

1. Award RFP-21-02-COC to Family Promise of Brevard, Inc. and authorize the City Manager to further negotiate a long-term Lease Agreement for the use of the 114 First Street property (former fire station #1. (20-783). (Assistant City Manager)

Assistant City Manager Fuhrer read the item into the record and provided background information. He explained that the building is not currently functional and would otherwise be torn down, however Family First of Brevard would like to be awarded the bid for the lease agreement.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to award RFP-21-02-COC to Family Promise of Brevard, Inc. and authorize the City Manager to further negotiate a long-term Lease Agreement for the use of the 114 First Street property.**

AYES: Williams, Goins, Boisvert, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve a Resolution Amending the FY2020 Budget, through the use of General Fund Balance and Water/Sewer Fund Balance Reserves, due to Covid-19 unbudgeted Expenses and to “shore up” Departmental Budgets Negative Balances through various budgeted lines. (20-800). (Finance Director)

Ms. Bowman read the item into the record. She explained that by State Statute, all changes to the budget must be made by November 30.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve a Resolution Amending the FY2020 Budget, through the use of General Fund Balance and Water/Sewer Fund Balance Reserves.**

AYES: Williams, Goins, Boisvert, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve a Resolution Amending the Fiscal Year 2021 Adopted Budget, BAF# 21-033-A, for Purchase Orders Rolled Over to Year 2021, Due to Unspent Money for Capital Projects and Specific Operating Accounts, Through the Use of Various Fund Balance Reserves. (20-801). (Finance Director)

Ms. Bowman read the item into the record. She explained that this relates to purchase orders relating to projects that were not completed by the end of FY20.

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve a Resolution Amending the Fiscal Year 2021 Adopted Budget, BAF# 21-033-A, for Purchase Orders Rolled Over to Year 2021 through the use of various fund balance reserves.**

AYES: Williams, Goins, Boisvert, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

IV. Council Business

1. Approve Resolution No. 2020-241 Certifying the Results of the November 3, 2020 General Election for the Mayor and Districts 2 & 3. (City Clerk). (20-796)

* **MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve Resolution No. 2020-241 Certifying the Results of the November 3, 2020 General Election for the Mayor and Districts 2 & 3.**

AYES: Williams, Goins, Boisvert, Koss

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Recognition of outgoing Councilmembers Don Boisvert & Brenda Warner, and Mayor Jake Williams, Jr. (20-807). (Deputy Mayor Goins)

Deputy Mayor Goins shared that the City has two outstanding Councilmembers leaving the Council this evening. He shared Councilmember Warner's history of service to the community and pointed out that she served many years on City Council as well as many other boards and organizations.

Additionally, he shared Councilmember Boisvert's history while he served on the City Council as well as many other boards and organizations. He has served on the Council for a total of ten years and also served as Deputy Mayor and as a V-Cop for several years.

Councilmember Koss shared it is her honor to provide the list of long accomplishments that Mayor Jake Williams Jr. accrued while he served the City of Cocoa. He too served on many boards and organizations and also assisted with many organizational events. She also shared her experience while working with Mayor Williams and pointed out his sincere dedication to serving the City and its residents. She noted she is very proud to have worked with him.

3. Swearing-In of District 2 Councilmember Elect Lavander Hearn. (20-797). (City Clerk)

City Clerk Shealy swore in Councilmember Elect Lavander Hearn. Mr. Hearn repeated the affirmation into the record and took his seat at the dais.

4. Swearing-In of District 3 Councilmember Elect Rip Dyal. (20-798). (City Clerk)

City Clerk Shealy swore in Councilmember Elect Rip Dyal. Mr. Dyal repeated the affirmation into the record and took his seat at the dais.

5. Swearing-In of Mayor Elect Michael C. Blake. (20-799). (City Clerk)

City Clerk Shealy swore in Mayor Elect Michael C. Blake. Mr. Blake repeated the affirmation into the record and took his seat at the dais.

Mayor Blake thanked those who paid the price before him. He gave a brief explanation as to why he is wearing purple this evening. He acknowledged his family and pointed out that a man without his family is a man without his country. He expressed that everyone matters and he would like to extend an olive branch to those who did not support him but those whom he loves, which is everyone.

He spoke regarding public safety and discussed the tough times going on in the City. He expressed we are tough and will get through the tough times together.

He also spoke about economic growth and creating jobs. We are a city of business and are open for business. He is also a believer in affordable housing and would like to expand affordable housing and middle income housing.

Mayor Blake talked about investment and public affairs, regarding stormwater and utilities. He talked about beautifying the City, including parks and other areas as well as managing growth in downtown Cocoa Village. He also addressed the public parking situation in the Village and promised that the issues would be addressed during his term.

He would like to reinvigorate relationships among citizens, staff and Council. He addressed the pink elephant in the room, which is the FBI investigation. He promised that this would be addressed in the near future.

Lastly, he thanked his family and supporters for standing by him and team Cocoa.

6. Annual Appointment of the Deputy Mayor. (20-766). (Administrative Services Director)

Mayor Blake nominated Deputy Mayor Goins to remain Deputy Mayor for November, 2020 through November, 2021.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to reappoint Deputy Mayor Goins as Deputy Mayor for November, 2020 through November, 2021.**

AYES: Blake, Dyal, Goins, Hearn, Koss

THE MOTION CARRIED (5-0)

V. ADJOURNMENT.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Goins, to adjourn the Special City Council Meeting of November 17, 2020.**

AYES: Blake, Dyal, Goins, Hearn, Koss

THE MOTION PASSED UNANIMOUSLY (5-0)

The meeting adjourned at 6:15pm.

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Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk
(Transcribed by Assistant City Clerk, Monica Arsenault)

Legislation Details (With Text)

File #:	21-32	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/14/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Approve the Minutes of the City Council Priority Planning Workshop on December 3, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-03-2020 Workshop Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2020
Agenda Date: January 12, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the City Council Priority Planning Workshop on December 3, 2020, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the City Council Priority Planning Workshop on December 3, 2020, as written or with amendments.

MINUTES
City of Cocoa
City Council Priority Planning Workshop

December 3, 2020

A City Council Priority Planning Workshop was held on Thursday, December 3, 2020, at Fire Station #1, located at 1740 Dixon Boulevard, in Cocoa, Florida 32922, as publicly noticed.

I. Mayor Blake called the Workshop to order at 4:30 p.m.

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

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Mike Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Rob Beach, Chief Technology Officer; Kristin Eick, Assistant City Attorney, John Hankins, Police Commander; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. WORKSHOP ITEMS:

Mayor Blake welcomed everyone and City Manager Whitten explained why the workshop was being held.

City Attorney Garganese provided an overview of the Sunshine Law and the many hats of City Council members. He mentioned the Code of Conduct/Civility Resolution No. 2002-08. The City Clerk agreed to print the addendum for all of Council to sign.

City Manager Whitten discussed the Council/Manager Form of Government and Ms. Senger discussed public information and media relations.

City Clerk Shealy provided an explanation of the different portions of the City's agenda processing software Granicus. She further provided the agenda processing timelines and explained the different sections of the City Council agenda.

Mayor Blake laid out the format of Council meetings and mentioned that he would like to move Reports back to the end of the agenda. He stressed that Roberts Rules of Order would be followed and any councilmember wishing to speak must request to do so by turning on their light at the dias.

All Council members were in favor of moving the Reports except for Councilmember Koss who would like it to remain where it is at currently and she pointed out she would always vote for transparency.

Mayor Blake thanked the Police Department for the phenomenal job they did in the recent protest situation.

City Manager Whitten began discussion on issues on the horizon beginning with the Chief of Police selection. He explained the process of this in detail and asked each Council member to select one person from their district to sit on a selection committee. The City Manager would select two people for a total of 7 members.

Secondly, he spoke about the waste collection contract and advised that it expires September 30, 2021. Discussion was held on this and there was a **Consensus** on the possibility of doing green waste collection in house. An RFP would also be brought back to Council.

Lastly, parking in Cocoa Village was discussed in detail as well as the 5-acre site on Rose L. Jones and Florida Avenue.

In regards to the Bank of America site, City Manager Whitten mentioned that he and Mayor Blake had met with a developer regarding this and explained what was being proposed in that location.

Deputy Mayor Goins feels that the lighting in the Village is terrible and there is not enough police presence, but the Village was changing and was open to different ideas. Councilmembers Dyal and Hearn agreed.

Councilmember Koss requested a workshop be held in regards to the nightlife in the Village.

It was determined that a second workshop would be held in the near future in order to continue discussion on future items.

The Workshop of December 3, 2020 adjourned at 7:30 p.m.

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Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	21-33	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	12/14/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Approve the Minutes of the Regular City Council meeting held on December 8, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-08-2020 MinutesADA.pdf EXHIBIT A: Ordinance No. 21-2020 (Amending Ord. 13-2020 re_ Face Masks).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2020
Agenda Date: January 12, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular City Council meeting held on December 8, 2020, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular City Council meeting held on December 8, 2020, as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

December 8, 2020

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

I. Opening Matters:

Mayor Blake called the meeting to order at 6:13 p.m.

Ms. Sharon Spikes provided the invocation and Councilmember Dyal led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Mike Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; LeShawn Hinton, Helpdesk Support Tech; Rob Beach, Information Technology Officer; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of December 8, 2020 (20-824)

2. Minutes: (a) District 4 Town Hall Meeting of October 20, 2020 (21-5)
(b) Regular Meeting of October 27, 2020 (20-825)
(c) Regular Meeting of November 10, 2020 (20-826)

* **MOTION by Councilmember Koss to amend the agenda and move Consent Item VI.10 to Council Business VIII.7; Seconded by Mayor Blake, with the request that Reports be moved to the end of the agenda, before Informational.**

Ms. Bunt also notated that on Item VI.6 (20-813), there were errors in the attachment that has been updated and distributed to all Council members.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve all three sets as written with one amendment to the District 4 Town Hall Minutes. It should state that Jennifer Kenny was introduced as a candidate for District 3, but it states 2.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation of Certificate of Recognition to Snyder's Hives and Honey for the Continued Support of Removing Bees from Utility Meter Boxes. (20-740). (Finance Director)

Mayor Blake and the Finance/Customer Service Division thanked Snyder's Hives and Honey and presented them with Certificates of Recognition.

IV. Delegations:

Bernice Cox, 701 Aurora Street, Cocoa, informed Council of a situation regarding speed limit signs on Washington St. She spoke further about other areas that need signs installed. Additionally, there is a home in her neighborhood undergoing renovations and she found out that Housing for the Homeless has purchased the home. They have purchased ten homes from Titusville to Cocoa, with most of

them being apartments or other types of units. The one on Aurora is residential. Lastly, she thanked Code Enforcement for help on getting this information and also thanked JoAnna in Public Works for her help.

Sharon Spikes, 1040 Peachtree Street, Cocoa, was speaking on behalf of Dorothy Hall, who sends her thanks to Mayor Blake and Dennis Bunt, the Code Manager. She had concerns and everything worked out in her favor and she was compliant with the City Code.

Mayor Blake thanked her and for having a pristine yard on Peachtree Street.

Rev. Johnnie B. Dennis, 3710 Catalina Drive, Cocoa, would like to see Sgt. Stephenson promoted to lieutenant. He mentioned Mayor Blake and noted that the National Action Network was filing a petition to recall the Mayor who does not know the law or anything about the law.

Paul Kamus, 116 Olive St., Cocoa, would like to see a sign or something else placed at the olive tree in Taylor Park. He placed a sign in front of the tree during the marathon this past weekend hoping that someone would be inspired by what he wrote. He also placed a painting there.

~~V. Reports:~~

- **Reports was moved to the end of the meeting.**

VI. Consent Agenda:

1. Approval to participate in and authorize the City Manager to execute a Release and Indemnity Agreement between the City of Cocoa and Titan Florida LLC. to fill the City's concrete mixer truck with ready-mix materials. (20-725). (Public Works Director)

2. Approve Task Order 2021-16 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Design at the Jerry Sellers Water Reclamation Facility, Project No. WS21SS. (20-791). (Utilities Director)

3. Approve a Resolution Amending the FY21 Budget, BAF#21-031-A, Accepting the Revenue from Brevard County Community Development Block Grant (CDBG), for the Dr. Joe Lee Smith Center Project. (20-805). (Finance Director)

4. Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Cocoa Beach to Identify and Share Common Costs Associated with the Cocoa Utilities Project and the Cocoa Beach Stormwater Improvements Project; To Coordinate and Cooperate the Design, Permitting, Bidding, and Installation under a Unified Joint Project. (20-808). (Utilities Director)

5. Approve Change Order #1 to Task Order 2020-06-1, for the Calculation of Impact Fees, and Reports and Presentations, to complete the Water/Sewer Rate Study, utilizing the Professional Services Agreement with Stantec Consulting Inc. (20-809). (Finance Director)

6. Approve a Resolution Amending the Off-Site Advertising/Billboard Signs, Existing Structures Inventory. (20-813). (Community Services Director)

7. Approval of Resolution No. 2020-243, Adopting “Laredo Drive” as a Street Name for the Cocoa Grand Apartment project. (20-814). (Community Services Director)

8. Approve a Resolution Amending the FY21 Budget, BAF#21-034-A, Inclusive of FY20, Unencumbered Budgeted Projects, through the use of Fund Balance Reserves. (20-819). (Finance Director)

9. Accept the Notice of Termination of Agreement from Broadmoor Acres Community Restoration and Preservation, Inc. (BACRAP) on the Code Enforcement Lien Reduction Agreement between the City of Cocoa and BACRAP executed December 15, 2017 for the four (4) remaining lots. (20-828). (Community Services Director)

~~10. Adopt Resolution 2020-252 establishing a $100 Application Fee for non-residential applications seeking a stormwater assessment credit; Advising the City Council regarding the administrative City of Cocoa Stormwater Utility Assessment Adjustment and Mitigation Credits Policy adopted by the City Manager pursuant to Ordinance 1-2019 and Resolution 2019-071. (20-606). (Public Works Director)~~

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Public Hearings:

1. Pass on 2nd Reading: Ordinance 17-2020, a Comprehensive Plan Text Amendment consistent with Florida Statute Chapter 163 for a City initiated request to change the Future Land Use Element related to allowable uses in the Commercial Future Land Use designation and establishing residential densities in the Commercial and Neighborhood Commercial Future Land Use designations. (20-812). (Community Services Director)

Attorney Garganese read Ordinance No. 17-2020 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance. This is also the adoption hearing proposing an amendment to the Comprehensive Plan. He added that the State of Florida did propose a few comments and a few changes were made.

ORDINANCE NO. 17-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING THE FUTURE LAND USE ELEMENT RELATED TO ALLOWABLE USES IN THE COMMERCIAL FUTURE LAND USE DESIGNATION; ESTABLISHING MAXIMUM ALLOWABLE RESIDENTIAL DENSITIES FOR THE COMMERCIAL FUTURE LAND USE DESIGNATION AND NEIGHBORHOOD COMMERCIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ms. Bunt provided a background on this ordinance and further explained the changes that were made in regards to the State's comments.

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

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve Ordinance No. 17-2020 on Second and Final reading.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. Council Business:

1. Consider applicants and interest to fill four vacancies for regular members of the Planning and Zoning Board through November 2023 among the reappointment of Michael Dobrin, Sherry Ervin, or Al Washington, or the Appointment of Alternate Aleck Greenwood, Kaitlyn Aliano, Susan Mock, Michelle Pacheco, or Sharri Scott, or a combination of current and new members. (20-768). (Administrative Services Director)

   Mayor Blake applauded Mr. Koss for serving on the board and thanked him for his service.

   Councilmember Koss felt that there were many great applicants and that two of the applicants were from the Citizens Academy. She pointed out that Susan Mock has sixteen years of zoning experience. She believes that term limits should be considered at some point.

   Councilmember Dyal added that there is a position open on the Board of Adjustment.

   Attorney Garganese explained the alternate position in response to a question posed by Councilmember Hearn.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve all of the reappointments and to appoint Ms. Susan Mock to take former member Lawrence Koss' seat.**

   AYES: Blake, Goins, Dyal, Hearn, Koss

   THE MOTION CARRIED UNANIMOUSLY (5-0)

2. City Council Liaison Appointments and Appointment of the Space Coast League of Cities & Florida League of Cities Voting Delegates and Alternates for 2021. (20-816). (Administrative Services Director)

   City Council Liaison Appointments for Calendar Year 2021 are as follows:

• Affordable Housing Committee	Blake
• Board of Adjustment	Dyal
• Code Enforcement Board	Dyal
• Diamond Square RDA	Goins
• Housing Authority	Blake
• Planning & Zoning Board	Hearn
• Police Advisory Board	Goins
• Sustainability Advisory Committee	Koss

• Utilities Advisory Board	Koss
• Space Coast TPO	Koss-Primary Goins-Alternate
• Space Coast League of Cities	Blake-Primary Goins-Alternate
• Florida League of Cities	Blake-Primary Koss-Alternate

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve the Liaison appointments for calendar year 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the current Code Enforcement Lien for the property located at 1202 Princeton Rd., be reduced to $2,500.00 as recommended by the Code Enforcement Board. (20-818). (Chief of Police)

Chief Cantaloupe noted that this item was heard at the November 19, 2020 Code Enforcement Board meeting and at that time it was recommended by the Board that the lien be reduced to $2,500. All violations have been corrected at this time.

* **MOTION by Councilmember Koss; Seconded by Councilmember Dyal, to approve the current Code Enforcement Lien for the property located at 1202 Princeton Rd. be reduced to $2,500.00 as recommended by the Code Enforcement Board.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (20-821). (Assistant City Manager)

Assistant City Manager Fuhrer presented the item and explained that this emergency ordinance was adopted on August 12, 2020. He provided a brief background of the governor's orders as well and pointed out that this ordinance is brought back every thirty days for Council's consideration. The last action taken on this was on November 10, 2020.

Attorney Garganese explained in furtherance that this emergency ordinance is brought back every thirty days and if Council wished to maintain the ordinance then no action was required. Action is only required if they wish to repeal and terminate the ordinance. He reiterated that if no action was taken it will stay in effect.

Mayor Blake asked about face shields and if the ordinance could be expanded to include face shield or mask.

Attorney Garganese pointed out that there is a definition of face coverings that does not include a shield. Council action would be in the form of an emergency ordinance and it would be permissible to make this minor definitional change to emergency Ordinance No. 13-2020 because emergency ordinances do not require advertising prior to adoption and the change is simple. A new ordinance[1] would be prepared after the meeting to memorialize the Council action for the Mayor's signature.

Mayor Blake would like to amend the ordinance to include the term "or face shield".

Attorney Garganese advised that Council would have to make a motion to amend the ordinance to include the term "or face shield".

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to amend emergency Ordinance No. 13-2020 to include "or face shield".**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Consider Mayor Blake's request to reappoint Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2024. (20-827). (Administrative Services Director)

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Hearn, to approve the reappointment of Ms. Chenita Joiner as a member of the Cocoa Housing Authority through December, 2024.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

[1] EXHIBIT A: Ordinance No. 21-2020 Amending EMERGENCY Ordinance No. 13-2020

6. Approval of the Special Event Street Closure on January 2, 2021 for the Run for Responders 5k at Riverfront Park. (21-2). (Assistant to the City Manager/Public Information Officer)

Ms. Senger explained where the closure would take place and assured Council that a COVID safety plan was also submitted.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Hearn, to approve the Special Event Street Closure on January 2, 2021 for the Run for Responders 5k at Riverfront Park.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Adopt Resolution 2020-252 establishing a $100 Application Fee for non-residential applications seeking a stormwater assessment credit; Advising the City Council regarding the administrative City of Cocoa Stormwater Utility Assessment Adjustment and Mitigation Credits Policy adopted by the City Manager pursuant to Ordinance 1-2019 and Resolution 2019-071. (20-606). (Public Works Director)

Mr. Smith pointed out that the resolution in the agenda had a few minor changes to make it consistent with the policy. This will make it possible for Public Works to collect a fee in regards to loss of funds that they sometimes have.

Councilmember Koss mentioned that she was eager for this policy because many of her neighbors have been asking about it. She feels that it is a little complicated and was not sure that it will provide the incentive it was created to do.

Mr. Smith advised that the majority of the policy was created to give some sort of incentive to homeowners who want to make these changes. It is not going to offset the whole costs. It is basically rewarding the resident for making modifications. This is something that people will have to do and as changes are noticed in the lagoon it may encourage people to do more.

Deputy Mayor Goins does not want to charge the $100 fee. If people are doing their due diligence to aid in stormwater than they should not have to pay.

For clarification purposes, it was noted that this fee only applies to non-single family properties. Deputy Mayor Goins apologized for the misunderstanding.

Councilmember Koss asked if an analysis could be brought back a year from now to Council. Staff agreed to do so.

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Approval of the lease agreement with The Lamar Companies for the lease of the outdoor billboards along US1 in Rockledge on City of Cocoa owned property. (20-803). (Assistant to the City Manager/Public Information Officer)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve Task Order 2021-01 with Danus Utilities, Inc. for the S.R.528 Force Main Relocation Work, Project No. WS21FM, in the amount of $233,100; To Approve a Resolution Authorizing the City Manager to Approve Project Contingency and Execute Change Orders in an Amount Not to Exceed $23,310 (10% of the Contract Amount), for a Total Project Cost of $256,410; To Approve a Resolution Amending the FY2021 Budget BAF# 21-036-T. (20-817). (Utilities Director)

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the item.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. First Reading: Ordinance No. 20-2020: City Code related to reimbursement of travel related expenses; directing that the Finance Director update the Financial Operations Manual (FOM), and recognizing that future travel and per diem reimbursement policies will be established by resolution of the City Council rather than by ordinance. (21-3). (Finance Director)

Attorney Garganese read Ordinance No. 20-2020 into the record, by title only as follows:

ORDINANCE NO. 20-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REPEALING SECTION 2-76 OF THE CITY CODE RELATED TO REIMBURSEMENT OF TRAVEL EXPENSES; RECOGNIZING THAT THE CITY COUNCIL MAY ESTABLISH FUTURE TRAVEL POLICIES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Attorney Garganese explained that the current travel policy is codified in the City Code and this will repeal the codified version. After approval of the ordinance Council will proceed with approval of a resolution, which will take the place of the ordinance for future changes to travel. The plan is to present this ordinance for second reading and the resolution at a January meeting.

Ms. Bowman added that to change the existing ordinance it requires two hearings and then they can change the policy via resolution in the future. Most cities and other governmental agencies have travel policies so the City is adopting a new internal policy and requesting it be updated by resolution in the future.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to approve Ordinance No. 20-2020 on First reading.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

3. Approve the Police Department to enter into a Multi-Year Contract with Axon Enterprises by means of a Sole Source Resolution, to purchase Tasers under project number PD15TS, using account number 001-2100-521.44-00; and to authorize the City Manager to execute and sign the contract. (20-770). (Chief of Police)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approval of the FIRST of two one (1) year period extensions of the original multi-year agreement with JHS Consultants for nonexclusive legislative and executive representation for the City of Cocoa renewing the agreement for October 1, 2020

to September 30, 2021 and authorize the City Manager to sign the agreement and any future renewal terms. (20-775). (Administrative Services Director)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve a Multi-Year Agreement with Online Solutions, LLC ("CitizenServe") for a Subscription to Access and Use CitizenServe Software Services for an Online Building and Permitting Solution in the Amount of $96,600; Approve a Resolution Authorizing the City Manager to Approve Change Orders and Other Related Purchases in an Amount Not To Exceed $9,600 for a Total Project Cost of $106,200. Authorize the City Manager to Approve the Additional Two One-Year Renewals. (20-822). (Assistant City Manager)

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

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

REPORTS:

Mr. Smith advised that the Arbor Day Foundation has approved the City's Tree City USA application for 2020.

Councilmember Koss asked if the inventory was completed and explained the grant that the City had received. In response, Mr. Smith noted that the year one inventory has been done and they were working with the GIS team to work on maps that show the City's canopy.

City Manager Whitten congratulated Chief Cantaloupe on his last meeting and that the Chief has made it easy for him to transition to the City. He wished him well in retirement.

Mayor Blake thanked Chief Cantaloupe for his professionalism and leadership and asked all to stand for a round of applause.

City Manager Whitten further added that the brochure and advertisement is not out and asked that Council provide their choice for the citizens committee as soon as

possible. Each Council would choose one person and the City Manager would have two.

Councilmember Koss asked for a timeline and in response, City Manager Whitten stated they would more than likely initially meet the first week of February.

Mayor Blake called Mr. Jerry Sansom, the City's legislative representative, to the podium. Mr. Sansom thanked Council for approving his renewal and mentioned he was unsure of how things would work in Tallahassee this year. They are still working out how the legislative session would be handled. He looked forward to working with Council in Tallahassee and he stated that it was a pleasure working for the City. In closing, he congratulated the new members for stepping up and further thanked those re-elected or on Council.

Councilmember Koss spoke about her attendance at the Florida League of Cities Annual Conference and pointed out that she serves on the Infrastructure and Natural Resources Committee. She spoke about some of the issues discussed at the meeting and one of the issues was sustainability. There have been times where Cocoa has been labeled as too poor to take on some of the measures to become sustainable but having sustainability and resiliency will make Cocoa more attractive. She is proud to serve on that committee.

Councilmember Koss asked about the status of the AV system and if video or Zoom was a possibility.

Mr. Beach noted that an extensive renovation was done and we do have capability to Zoom. He stressed that a test run would need to be done in order to ensure it would work correctly.

Lastly, Councilmember Koss announced that the Brevard Nursing Academy would start a training session in March, in District 4 for all nursing categories. They would draw people from this area to serve people in this area. They are looking for a facility on Dixon.

She thanked Chief Cantaloupe for his service through all of his years.

Councilmember Dyal asked about the Police Advisory Board and when they should submit their names.

He mentioned his attendance at the event at Riverfront Park on Friday night and it was nice to see people enjoying themselves.

He thanked Chief Cantaloupe for his service and for getting him involved as the V-Cop coordinator.

Lastly, Councilmember Dyal spoke about the Space Coast Marathon and that there were about 5,000 in attendance.

Councilmember Hearn announced that Cocoa High School Football ended their season and he asked if they could get the coach and team in at a meeting to show recognition. He felt it was important to continue to highlight those programs.

Mayor Blake thanked Councilmember Hearn for his professionalism on the news. He thought he did a great job.

Deputy Mayor Goins voiced his concerns with Provost Park and feels strongly that something needs to be done. We have been reactionary to issues but nothing has been done. He is worried something is going to happen and it is frustrating.

Mayor Blake stated that one of the quickest ways to fix the problem was to get our parks back and maintain them ourselves.

City Manager Whitten advised that this issue was on the list of Council priorities and would be discussed at the new workshop on January 19, 2021.

Deputy Mayor Goins spoke of his appreciation for Chief Cantaloupe and for listening, being present during events and at various other times. He would be missed.

Mayor Blake mentioned the flashing lights at Endeavor either on Pineda or Fiske and asked if they had been addressed. He requested that they be fixed if they have not already.

Mayor Blake mentioned the incident in the City that took place on November 18th and again on November 20th. He advised that Cocoa was taken hostage by two individuals that do not reside in the City of Cocoa and who did not file the appropriate paperwork. He voiced his frustration of the event and that it resulted in the cost of overtime, the closure of City Hall, and the merchants that lost business due to the event. He commended the Chief of Police and officers as they diverted what could that have been a very critical situation. He further thanked all of public safety, including the Fire department.

He asked the City Attorney if there was something that could be done to prevent this from happening again. He wants to be proactive not reactive. He asked Council to please consider this.

Mayor Blake thanked all local volunteers, boards, V-Cops, sweat equity, and staff. There is a brand new attitude and Council will be trying something new in 2021 which is working with you. Cocoa is the place to be.

Councilmember Hearn agreed that state roads and streets cannot be impeded. He supports the right to protest but the family did not support the protest nor do they support any future events like that.

Councilmember Dyal announced the new V-Cop coordinator John Sauder.

Mayor Blake asked the City Attorney if he was on board. He knows that he has to collaborate with the City Manager. He thanked Chief Cantaloupe again.

In closing, Mayor Blake reminded all to buy local, spend local, and keep it local.

X. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (20-789). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (20-790). (Finance Director)

3. FY 2021 Budget Adjustment Report. (20-792). (Finance Director)

4. Fire Incident Summary Report for October 2020. (20-793). (Fire Chief)

5. Cocoa Police Department District Event Statistics for Council Information. (20-815). (Chief of Police)

XI. Adjournment:

*** MOTION by Mayor Blake; Seconded by Councilmember Dyal, to adjourn the Regular meeting of December 8, 2020.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:54 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

ORDINANCE NO. 21-2020

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA AMENDING EMERGENCY ORDINANCE NO. 13-2020 TO MODIFY THE DEFINITION OF FACE COVERING; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; NON-CODIFICATION; APPLICABILITY; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, this is an emergency ordinance of the City Council of the City of Cocoa, Florida enacted pursuant to Section 166.041(3)(b), Florida Statutes and Section 2-54 of the City Code, and has been approved by at least 2/3 vote of the City Council; and

WHEREAS, the City Council previously adopted emergency Ordinance 13-2020 requiring face coverings in certain places open to the public due to the public health emergency declared related to the coronavirus ("COVID-19), and said Ordinance remains in full force and effect; and

WHEREAS, the City Council of Cocoa desires to modify the definition of face covering to include a face shield; and

WHEREAS, the City Council adopts by reference the findings made under Ordinance No. 13-2020 as if specifically set forth herein, and further finds that an emergency continues to exist and the immediate enactment of this Emergency Ordinance is necessary pursuant to Section 166.041(3)(b), Florida Statutes; and

WHEREAS, the City Council also finds that this Emergency Ordinance is necessary for the preservation of the public health, safety and welfare of the citizens and visitors of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby adopted by the City Council as material legislative findings of the City of Cocoa and are further fully incorporated herein by this reference as part of this Ordinance.

Section 2. Definitions. The following words used in Ordinance No. 13-2020 are hereby modified to have the meaning ascribed below (underlined type includes additions):

"Face Covering" shall mean a face shield or uniform piece of material, such as cotton, linen, polyester, that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether store bought or homemade, consistent with CDC guidelines. See https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-to-make-cloth-face-covering.html.

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

Section 4. Non-Codification of Ordinance. Because of the temporary emergency nature of this Ordinance, this Ordinance shall not be codified in the City Code.

Section 5. Severability; Conflicts; Applicability.

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

(b) Any provision within this Ordinance that conflicts with any State or Federal law or constitutional provision, or conflicts with or are superseded by a current or subsequently issued Executive Order of the Governor, the President of United States, or Brevard County shall be deemed inapplicable and deemed to be severed from this Ordinance, with the remainder of this Ordinance remaining intact and in full force and effect.

(c) This Ordinance has no application outside of the municipal boundaries of the City of Cocoa.

(d) Nothing contained herein shall require or allow a person to wear a Face Covering so as to conceal the identity of the wearer in violation of Chapter 876, Florida Statutes.

Section 6. Report to City Council in Conjunction with Ordinance No. 13-2020; Sunset Ordinance. Ordinance No. 13-2020, as amended by this Ordinance, shall remain in full force and effect. The City Council will periodically review this Ordinance in

conjunction with Ordinance No. 13-2020 approximately every thirty (30) days following the effective date of this Ordinance to determine whether this Ordinance should be terminated depending on the status of the COVID-19 emergency. The City Manager shall schedule the review on a regular or special meeting agenda. During this periodic review process, the City Council reserves the right to terminate this Ordinance by majority vote at any time, without notice.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption and shall remain in effect until repealed by the City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in accordance with Section 166.041(3)(b), Florida Statutes by an affirmative vote of 2/3 of the City Council, in a regular meeting assembled on the 8th day of December, 2020.

Michael C. Blake, Mayor

ATTEST:

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	21-14	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	12/7/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Approve Task Order 2021-20 with Bussen Mayer Engineering Group, Inc. for Final Engineering Services for the Indian River Drive Gravity Sewer Areas J & K; To Approve a Resolution Amending the FY2021 Budget; BAF #21-040-A. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-Bussen 2021-20 $261,770 UT-ENG.pdf PROPOSAL.pdf Budget Resolution FY 2021- ADA Compliant.pdf RFQ-17-16-COC - BMEG AGREEMENT.pdf RFQ-17-16-COC TRACK SHEET.pdf BMEG COI Exp 2-2021 and 10-2021.pdf BAF 21-040-A-UT - IRD Gravity Sewer Areas JK (1-12-21) Agenda 21-14.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 7, 2020
Agenda Date: January 12, 2021
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, Utilities Director
Requested Action:
To Approve Task Order 2021-20 with Bussen Mayer Engineering Group, Inc. for Final Engineering Services for the Indian River Drive Gravity Sewer Areas J & K; To Approve a Resolution Amending the FY2021 Budget; BAF #21-040-A

BACKGROUND:

On November 13, 2019, City Council approved Task Order 2020-11 and Task Order 2020-10 for Professional Engineering Services & Surveying Services related to Zones J & K, respectively.

Task Order 2021-20 will provide the required surveying, existing utilities investigation, final engineering & permitting services required to prepare construction plans and documents for bidding and construction phase of the project.

This project consists of a proposed gravity sewer extension along Indian River Drive, from existing CCUD sewer manhole located in front of 843 IRD northward to the City limit line. Area J runs from

Dixon Boulevard to the north city limits on IRD and Area K runs from Tax Parcel ID #24-36-28-00-16 northward to the City limit line.

The total design and permitting cost for the project is $261,770 of which $170,000 is budgeted. Because of the unknown soil conditions, a substantial increase in geotechnical testing is necessary to complete the design. In addition, a substantial amount of surveying will be required for the properties along this segment to ensure the proposed sewer is at the proper depth and to identify the individual lot geometry for the service connections to each house. A budget transfer in the amount of $91,770 from the Contingency account is requested and attached to this agenda.

Staff reviewed the proposal from BMEG and recommends City Council approval of Task Order 2021-20.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

BAF #21-040-A

Amount Requested ($91,770)
Account Number 421-4010-536.39-00
Account Name Contingency

Amount Requested $91,770
Account Number 421-4010-581.91-00
Account Name Transfer to Fund 424

Amount Requested $91,770
Account Number 424-0000-381.91-21
Account Name Transfer from Fund 421

Amount Requested $14,800
Account Number 424-4055-536.63-00 Project WS20G2
Account Name Infrastructure

Amount Requested $76,970
Account Number 424-4055-536.63-00 Project WS20GS
Account Name Infrastructure

Total Amount Requested:
Amount $261,770

Account Number 424-4055-536.63-00
Account Name Infrastructure

WS20G2 = $134,800
WS20GS = $126,970

PREVIOUS ACTION:

On November 13, 2019, City Council approved Task Order 2020-11 and Task Order 2020-10 for Professional Engineering Services & Surveying Services related to Zones J K, respectively.

RECOMMENDED MOTION:

To Approve Task Order 2021-20 with Bussen Mayer Engineering Group, Inc. for Final Engineering Services for the Indian River Drive Gravity Sewer Areas J & K; To Approve a Resolution Amending the FY2021 Budget; BAF #21-040-A.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9048831&GUID=388489C6-D22B-44D1-B607-732E8F1A2700* is a secure document that has been embedded in this document. Double click the pushpin to view.



Bussen - Mayer Engineering Group, Inc.

December 4, 2020

Katherine Ennis, Deputy Director
City of Cocoa Utilities Department
351 Shearer Blvd
Cocoa, FL 32922
(Via E-Mail kennis@cocoafl.org and US Mail)

RE: INDIAN RIVER DRIVE - GRAVITY SEWER (AREA J AND K)
FINAL ENGINEERING SERVICES
BUSSEN-MAYER PROJECT NUMBER: 402204A

Dear Ms. Ennis:

Pursuant to your request, Bussen-Mayer Engineering Group, Inc. (BMEG) is pleased to present this Task Order quote and proposal under our Continuing Consultant Contract with the City of Cocoa Utilities Department (CCUD), for professional engineering, surveying, and consulting services relating to the above referenced project. We understand that this project consists of a proposed gravity sewer extension along Indian River Drive, from the existing CCUD sewer manhole located in front of 843 Indian River Drive (Tax Parcel ID# 24-36-28-00-16) northward to the City limit line (or as near as possible without use of a Lift Station). Area K runs from the referenced parcel to Dixon Blvd. and Area J runs from Dixon Blvd. to the north city limits on Indian River Dr. The project length is approximately 8,600 LF. Extension of existing gravity sewer systems within the Indian River Drive Right-of-Way, potentially via close tolerance direct bore methods for some sections, will be designed in order to connect to the existing CCUD system. The lift station at Dixon Blvd. will also be utilized and/or modified as needed to accomplish the project. The proposed gravity sewer system extension will provide service to approximately 100 to 104 existing homes and parcels along Indian River Drive. BMEG has completed a right-of-way survey and preliminary engineering evaluation of the proposed gravity sewer extension, under separate Task Order. Areas J and K will be combined into one set of construction documents and permits. Fees in Exhibit A are broken down for Area J and K as requested.

This proposal generally provides the required surveying, existing utilities investigation, final engineering and permitting services required to prepare construction plans and documents for the bidding and construction phase of the project. Easement acquisition is not anticipated as a requirement (other than temporary construction easements where possible). The project is proposed within the limits of the existing Indian River Drive right-of-way. Bidding and construction phase services are not included.

Based on this information we propose to provide the following specific scope of services in a timely fashion;

A. GEOTECHNICAL SERVICES

1. Additional geotechnical services (soils borings) will be performed at the approximate locations shown on the 30% plans, or as directed by Engineer. Services will be provided by our Geotechnical Subconsultant, Ardaman and Associates, Inc. A maximum of 15 additional borings for Area K and 14 additional borings for Area J is included.

B. SURVEYING SERVICES

1. In an effort to obtain as much underground utility info as possible, we will again request underground utility locates through the Sunshine One Call process, prior to completion of the right-of-way survey. We will locate all above ground surface markings provided by the utility company representatives and reflect available information on the final survey. We will also conduct coordination and send utility location letters to representatives from AT&T, FPL, City Gas, and CCUD, in order to request any record information that is available for their specific utilities.

2. Through our subconsultant, Southeast Surveying Services, Inc., we will provide soft-digs at 14 to 16 locations along the corridor. We will update the previously prepared Right-of-Way survey to include this information.

3. We will check and re-establish baseline control points (construction baseline) and benchmark locations for construction purposes.

4. As a separate task, on an as-needed basis, we will prepare sketch and legal descriptions, based on available property deeds, for use in acquiring temporary construction easements as needed for construction of the project. We have provided pricing on a per easement basis.

5. Deliverables to include two (2) copies of the certified Right-of-Way survey and all temporary easement sketch and descriptions, together with an AutoCAD copy and a pdf. copy of the survey in digital format via email.

C. FINAL ENGINEERING SERVICES

1. We will collect and review available data from the City, soils reports, available GIS mapping, and utilities companies on existing and proposed facilities, sizes, elevations and materials. This includes a detailed on-site inspection. All available data will be included in the project existing conditions info presented in the plans.

2. We will provide an engineering evaluation of the CCUD Lift Station near the intersection of Dixon Blvd. and Indian River Drive, to determine if the additional project flows require station or pump modifications. CCUD to provide lift station pump spec's and operational data for design evaluation.

3. We will prepare 60% Documents for review by the City's Utilities Department. These documents will include, at a minimum, the following information:

    a. UpdatedRight-of-way and topographic survey (with soft-digs/utilities info).
    b. Proposed forcemain routing and location plan.
    c. Identification of potential utility conflict locations.
    d. Additional Geotechnical exploration and evaluation report with borings shown in plans.
    e. Plan and profiles accommodating direct bore technology (0.75% min slope) where possible.
    f. Lift Station modification plans (if required)
    g. Lift Station calculations report.
    h. Preliminary project specifications document.
    i. Preliminary construction cost estimate (60%).

4. We will prepare 90% Documents for review by the City's Utilities Department. These documents shall provide sufficient detail for construction, including the following:

    a. Adjudicated 60% review comments.
    b. Estimated Permitting and Bidding schedule.
    c. Updated cost estimate.
    d. All required permit applications in draft form for City review and signature.
    e. Complete utility construction plans for final review.
    f. Updated project specifications.

5. We will prepare, submit and pursue approval of the following required construction permit applications;

    a. City of Cocoa Utilities Department/FDEP Sewage Collection System Permit.
    b. City of Cocoa Public Works Right-of-Way Permit (if required).
    c. FDEP/NPDES Notice of Intent for Construction Discharge Permit.

6. We will prepare 100% design plans and specifications for bid. Along with the Bid Documents, the following items will be included:

    a. Adjudicated 90% review comments.
    b. Updated bid schedule and preliminary construction schedule.
    c. Final Cost Estimate.
    d. Final certified utility construction plans.
    e. Final Bidding and Construction project specifications.

7. Permit Assistance -Permitting services will include responses to all Agency Requests for Additional Information (RAI) as required to obtain the permit. All permit application fees shall be paid by the Consultant, up to the maximum limit as shown in Exhibit "A" fee breakdown attached.

We have prepared this proposal based on the following assumptions and conditions:

1. Bidding and construction phase services are not included. A separate proposal can be provided at the appropriate time for any required bidding and construction phase services.

2. Right-of-way and/or easement acquisition not included (not anticipated as a requirement); other than temporary construction easements provided by willing property owners.

3. Construction phasing if any, to be determined at 60% design phase.

4. Surveying services will meet Florida Minimal Technical Standards as set forth in Chapter 61G17-6 F.A.C. pursuant to Section 472.027 F.S.

5. Elevations to be based on NAVD 1988 datum; survey control to be based on NAD1983 datum (State Plane Coordinates).

6. Roadway realignment, structural design, and/or drainage system design is not included (not anticipated as a requirement).

7. Redesign of other existing utilities to address conflicts is not included.

8. ESTIMATED PROJECT SCHEDULE
(NTP = Notice to Proceed)

a.	Surveying Services	120 days from NTP
b.	Additional Geotechnical Report	90 days from NTP
c.	30% submittal	Complete
d.	60%submittal	180 days from NTP
e.	90% submittal & permit applications	120 days from City response
f.	100% plans and bid documents	60 days from City response and receipt of permits

Our proposed lump sum fees for providing the above described services would be as follows:

I.	Area J	
	A. Geotechnical Services	$ 21,500.00
	B. Surveying Services	$ 23,900.00
	C. Engineering Services	$ 88,750.00
	Subtotal Area J	$134,150.00
II.	Area K	
	A. Geotechnical Services	$ 21,500.00
	B. Surveying Services	$ 23,900.00
	C. Engineering Services	$ 80,920.00
	Subtotal Area K	$126,320.00
III.	Sketch and Legal Descriptions for Temporary Easements	$ 650.00 each

These fees are based on the estimated man-hour breakdown attached and our standard hourly rates, as itemized and reflected in Exhibit "A" attached. Invoicing will include Area J and Area K services shown separately per your request.

Invoicing for this project will be in accordance with the following schedule:

INVOICE PROCEDURES AND PAYMENT: BUSSEN-MAYER ENGINEERING GROUP, INC. shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby **BUSSEN-MAYER ENGINEERING GROUP, INC.** will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

It is hereby acknowledged that this **WORK ORDER** is an addendum to the master contract with Brevard County Board of County Commissioners effective February 12, 2019 for civil engineering services, and as such, this **WORK ORDER** is subject to all conditions and stipulations contained in said contract.

Should you have any questions or comments regarding this proposal, please advise. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above described services, please issue a work order number and Notice to Proceed for

this project. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.
Sincerely,

BUSSEN-MAYER ENGINEERING GROUP, INC.



Joseph W. Mayer, P.E.
President

Cc: Jack Walsh, P.E., Director

Exhibit "A"
Man-Hour Breakdown-Basic Scope
INDIAN RIVER DRIVE - AREA J
BMEG#402204A
12/4/20

	Hours	Rate	Subtotal		
A. GEOTECHNICAL SERVICES (ARDAMAN & ASSOCIATES)					
			Subtotal	$ 21,500	
B. SURVEYING SERVICES					
1. Sunshine One utility locates					
Surveyor	10.00	$ 105	$ 1,050		
2-Man Field Crew	24.00	$ 100	$ 2,400		
AutoCAD Technician	10.00	$ 70	$ 700		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$ 4,330	
2. Soft-digs and survey update					
Surveyor	10.00	$ 105	$ 1,050		
2-Man Field Crew	24.00	$ 100	$ 2,400		
AutoCAD Technician	18.00	$ 70	$ 1,260		
			Subtotal	$ 4,710	
2.A. Soft-dig Subconsultant (Southeast Survey)					
			Budget Subtotal	$ 12,000	
3. Re-establish construction baseline and benchmark locations.					
Surveyor	4.00	$ 105	$ 420		
2-Man Field Crew	12.00	$ 100	$ 1,200		
AutoCAD Technician	12.00	$ 70	$ 840		
			Subtotal	$ 2,460	
4. Deliverables/reimbursables					
			Subtotal	$ 400	
				SURVEYING SERVICES TOTAL	**$ 45,400**

C. ENGINEERING SERVICES					
1. Collect/review of available data.					
Project Engineer	2.00	$ 135	$ 270		
Project Manager	6.00	$ 115	$ 690		
Engineering Technician	6.00	$ 85	$ 510		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	1,650
2. Lift Station Evaluation/design					
Project Engineer	10.00	$ 135	$ 1,350		
Project Manager	40.00	$ 115	$ 4,600		
Engineering Technician	20.00	$ 85	$ 1,700		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	7,830
3. Preparation of 60% documents for review by Client.					
Project Engineer	40.00	$ 135	$ 5,400		
Project Manager	80.00	$ 115	$ 9,200		
Engineering Technician	100.00	$ 85	$ 8,500		
AutoCAD Technician	148.00	$ 70	$ 10,360		
Office Assistant	10.00	$ 45	$ 450		
			Subtotal	$	33,910
4. Preparation of 90% documents					
Project Engineer	20.00	$ 135	$ 2,700		
Project Manager	40.00	$ 115	$ 4,600		
Engineering Technician	72.00	$ 85	$ 6,120		
AutoCAD Technician	108.00	$ 70	$ 7,560		
Office Assistant	10.00	$ 45	$ 450		
			Subtotal	$	21,430
5. Permit applications and processing					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	10.00	$ 115	$ 1,150		
Engineering Technician	2.00	$ 85	$ 170		
Office Assistant	8.00	$ 45	$ 360		
			Subtotal	$	2,490
6. Preparation of 100% documents					
Project Engineer	16.00	$ 135	$ 2,160		
Project Manager	32.00	$ 115	$ 3,680		
Engineering Technician	48.00	$ 85	$ 4,080		
AutoCAD Technician	48.00	$ 70	$ 3,360		
Office Assistant	10.00	$ 45	$ 450		
			Subtotal	$	13,730
7. Permit Assistance					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	10.00	$ 115	$ 1,150		
AutoCAD Technician	40.00	$ 70	$ 2,800		
Office Assistant	10.00	$ 45	$ 450		
			Subtotal	$	5,210
8. Permit Fees by Consultant(maximum limit):					
*Permit agency fees exceeding stated limit will require a change order					
			Subtotal	$	2,500
			ENGINEERING SERVICES TOTAL	**$**	**88,750**
			AREA K TASK ORDER SERVICES TOTAL		**$134,150**

Exhibit "A"
Man-Hour Breakdown-Basic Scope
INDIAN RIVER DRIVE - AREA K
BMEG#402204A
12/4/20

	Hours	Rate	Subtotal		
A. GEOTECHNICAL SERVICES (ARDAMAN & ASSOCIATES)					
			Subtotal	$ 21,500	
B. SURVEYING SERVICES					
1. Sunshine One utility locates					
Surveyor	10.00	$ 105	$ 1,050		
2-Man Field Crew	24.00	$ 100	$ 2,400		
AutoCAD Technician	10.00	$ 70	$ 700		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$ 4,330	
2. Soft-digs and survey update					
Surveyor	10.00	$ 105	$ 1,050		
2-Man Field Crew	24.00	$ 100	$ 2,400		
AutoCAD Technician	18.00	$ 70	$ 1,260		
			Subtotal	$ 4,710	
2.A. Soft-dig Subconsultant (Southeast Survey)					
			Budget Subtotal	$ 12,000	
3. Re-establish construction baseline and benchmark locations.					
Surveyor	4.00	$ 105	$ 420		
2-Man Field Crew	12.00	$ 100	$ 1,200		
AutoCAD Technician	12.00	$ 70	$ 840		
			Subtotal	$ 2,460	
4. Deliverables/reimbursables					
			Subtotal	$ 400	
				SURVEYING SERVICES TOTAL	**$ 45,400**

C. ENGINEERING SERVICES					
1. Collect/review of available data.					
Project Engineer	2.00	$ 135	$ 270		
Project Manager	6.00	$ 115	$ 690		
Engineering Technician	6.00	$ 85	$ 510		
Office Assistant	4.00	$ 45	$ 180		
			Subtotal	$	1,650
3. Preparation of 60% documents for review by Client.					
Project Engineer	40.00	$ 135	$ 5,400		
Project Manager	80.00	$ 115	$ 9,200		
Engineering Technician	100.00	$ 85	$ 8,500		
AutoCAD Technician	148.00	$ 70	$ 10,360		
Office Assistant	10.00	$ 45	$ 450		
			Subtotal	$	33,910
4. Preparation of 90% documents					
Project Engineer	20.00	$ 135	$ 2,700		
Project Manager	40.00	$ 115	$ 4,600		
Engineering Technician	72.00	$ 85	$ 6,120		
AutoCAD Technician	108.00	$ 70	$ 7,560		
Office Assistant	10.00	$ 45	$ 450		
			Subtotal	$	21,430
5. Permit applications and processing					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	10.00	$ 115	$ 1,150		
Engineering Technician	2.00	$ 85	$ 170		
Office Assistant	8.00	$ 45	$ 360		
			Subtotal	$	2,490
6. Preparation of 100% documents					
Project Engineer	16.00	$ 135	$ 2,160		
Project Manager	32.00	$ 115	$ 3,680		
Engineering Technician	48.00	$ 85	$ 4,080		
AutoCAD Technician	48.00	$ 70	$ 3,360		
Office Assistant	10.00	$ 45	$ 450		
			Subtotal	$	13,730
7. Permit Assistance					
Project Engineer	6.00	$ 135	$ 810		
Project Manager	10.00	$ 115	$ 1,150		
AutoCAD Technician	40.00	$ 70	$ 2,800		
Office Assistant	10.00	$ 45	$ 450		
			Subtotal	$	5,210
8. Permit Fees by Consultant(maximum limit):					
*Permit agency fees exceeding stated limit will require a change order					
			Subtotal	$	2,500
			ENGINEERING SERVICES TOTAL	**$**	**80,920**
			AREA J TASK ORDER SERVICES TOTAL		**$126,320**

RESOLUTION NO. 2021-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 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 12th day of January, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

TERM: EXPIRES 02/22/2021
1ST Renewal Opt: 12 Month Exp:02/22/22
2nd Renewal Opt: 12 Month Exp:02/22/23

Approved By Council 12/12/17
Item: V.1 17-496

CONTINUING SERVICES AGREEMENT

Engineering Design, Permitting & Services For
Construction of Utility Conveyance Systems Upgrades & Expansion

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 23rd day of February 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Bussen-Mayer Engineering Group, Inc.**, a Florida corporation ("Engineer"), whose address is 100 Parnell Street, Suite A, Merritt Island, Florida 32953.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of utility conveyance systems upgrades and expansion from time to time on an as-needed, task oriented basis; 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 utility 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 shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 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 Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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 Bussen-Mayer Engineering Group, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, 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 and direct 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 Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of 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 the hourly rate schedule attached hereto as **Attachment "A"**, and send the thus

developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. 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 engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the 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, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for engineering services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to conveyance projects. Utility conveyance projects will be related to water supply pipelines; potable water transmission and distribution pipeline systems, storage and pump stations; wastewater collection and force main pipelines, and transfer/lift stations; and reclaimed water storage and pumping systems, transmission and distribution pipeline systems. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Planning Evaluations/Studies
2. Geotechnical Investigations
3. Land Surveying Services/Aerial Photography
4. GIS Support
5. Materials Testing
6. Condition Assessment of Pipelines and Conveyance Systems
7. Public Information Assistance
8. Cost Estimating Services
9. Grants assistance and state/federal funding assistance
10. Permitting Services
11. SCADA services per the City's Control Systems Configuration Standards
12. Design Services
    (a) 30 percent design completion submittals

(b) 60 percent design completion submittals
(c) 90/100 percent design completion submittals

13. Bidding Support Services
14. Construction Phase Services
    a) Engineering Services During Construction such as shop drawing review, responses to requests for information and progress meetings
    b) Periodic site visits
    c) Testing
    d) Certification of construction
    e) Record drawings
    f) Resident engineer, if required
    g) Construction management and inspection, if required
    h) Startup assistance/training
    i) O&M Manual Preparation, if required.
15. Additional services as requested

Projects types that may be presented for Engineer evaluation may include, but are not limited to:

- **Project Type A-Potable water distribution pipeline project**. The project shall involve new installation or upgrade/rehabilitation of potable water distribution pipeline(s). The project shall include pipeline(s) less than 20-inches in diameter and greater than 1,000 feet of installed pipe.
- **Project Type B- Water transmission pipeline project**. The project shall involve new installation or upgrade/rehabilitation of water transmission pipeline(s), carrying either raw or finished potable water. The project shall include pipeline(s) greater than or equal to 20-inches in diameter and greater than 1,500 feet of installed pipe.
- **Project Type C- Condition assessment.** The project shall involve determining appropriate testing methods, implementing a testing plan and assessing results to determining remaining life of an asset.
- **Project Type D-Wastewater collection or transmission pipeline project.** The project shall involve new installation or upgrade/rehabilitation of a wastewater collection system (gravity) or transmission pipeline (force main). The project shall include a minimum of 500 feet of pipe installed within public rights of way.
- **Project Type E-Wastewater lift station or water pump station project.** The project shall involve a new or upgraded wastewater lift station or water pump station project. Lift station or water pump station projects shall have at least two pumps. The firm capacity of the station shall be a minimum of 300 gallons per minute.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in Engineer's Response to the City's Request for Qualifications, which is attached hereto as

Exhibit "A" and fully incorporated herein by this reference.

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 Section 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.

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.

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

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. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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. 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 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy

for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

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 $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, to protect the Engineer from claims of property damages and personal injury 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 $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 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 thirty (30) days prior to any expiration date. There shall also be a thirty (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 l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 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 or provided through the London Market for Professional Liability Insurance. 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 Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 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. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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 trademark 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. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to

the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. 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 shall be owned by the City and 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.

b. 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.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

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, which 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, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. 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 therefor; or

b. 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

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

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

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

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 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.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

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 Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) 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.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of 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 (with the exception of Engineer's labor force); 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 60 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 term, condition 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. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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 any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's 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:
Bussen-Mayer Engineering Group, Inc.
Attention: Joseph W. Mayer, P.E.
100 Parnell Street, Suite A
Merritt Island, FL 32953
(321) 453-0010 Phone

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of 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. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over 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 three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

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 AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, costs or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions of the

Engineer in performance or non-performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

34.2 Engineer shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Engineer's breach caused by other persons employed by the Engineer in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

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 applicable 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 applicable 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 its Sub-consultants, 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;

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 judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

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:	**ENGINEER:**
CITY OF COCOA	**BUSSEN-MAYER ENGINEERING GROUP, INC.**
By:	By:
Print Name/Title: John A. Titkanich Jr., City Manager	Print Name/Title: Joseph W. Mayer President

ATTEST:

By: _____
Carie Shealy, City Clerk

SEAL
CITY OF COCOA
FLORIDA

EXHIBIT A

Engineer's Response to City's Request for Qualifications

ATTACHMENT "A"

BUSSEN-MAYER ENGINEERING GROUP, INC.
STANDARD HOURLY RATES

Position	Rate
Chief Design Engineer	$135.00
Project Manager	$115.00
Project Engineer	$ 95.00
Surveyor	$105.00
Ecologist	$ 80.00
Engineer-Expert Witness	$150.00
Engineering Technician	$ 85.00
AutoCAD Technician	$ 70.00
2-Man Survey Crew	$100.00
Construction Inspector	$ 65.00
Clerical/Office Assistant	$ 45.00

Bussen-Mayer Engineering Group
100 Parnell St • Merritt Island, FL 32953
Phone 321/453-0010 • Fax 321/454-6885

Letter of Transmittal

To: City of Cocoa Utilities Dept.
Attn: John "Jack" Walsh, P.E., Director
351 Shearer Blvd
Cocoa, FL 32922
(Hand delivered)

Date 02/12/18

Job no. 402201

City of Cocoa Utilities Department

Copies	Description
1	Executed Contract w/ Attachment "A" hourly rates

These are transmitted:

- x For approval
- x For your use
- x As requested
- For review & comment

Comments:

Jack,
Let me know of you have any questions. Our proposed rates did not change from the previous contract.

Copy to:

Signed:

Joseph W. Mayer, P.E./ President

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

February 28, 2018

Bussen-Mayer Engieering Group, Inc.
ATTN: Joseph W. Mayer, P.E.
100 Parnell Street, Suite A
Merritt Island, FL 32953

Re: Continuing Services Agreement for Engineering Design, Permitting & Services for Construction of Utility Conveyance Systems Upgrades & Expansion

To Whom It May Concern:

Enclosed is a fully executed and certified copy by the City of Cocoa of the above referenced agreement for your records.

If you have any questions or need further assistance, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy, MMC
City Clerk

~ TRACK SHEET ~

Continuing Services Agreement Contract - FINANCE DEPARTMENT

COMMODITY/SERVICE:	**Engineering Svc's for Design, Permitting, & Services during Construction of Utility Conveyance System Upgrades & Expansion**	**TERM: Agreement shall terminate on the (3rd) anniversary of the effective date. With the option to renew (2) two additional one (1) year terms. NTE 5 year Total**
VENDOR/CONTRACTOR:	**Bussen-Mayer Eng. #674** 263,698.00	
	Mead & Hunt #10228 68,870.99	
	Hazen & Sawyer 0.00	
Department Name:	Utilities	
Department Requestor	Jack Walsh	*Balances Verified By: Diane Kozlak*
VENDOR NUMBER:		*Date Verified: 12/09/20*
City/County/State Bid:	CITY OF COCOA	
Quote/Bid/Proposal No:	**RFQ-17-16-COC**	RENEWALS LEFT 2
Total # of Task Orders Issued for this Contract:	20	**Expires:** **2/22/2021**

TERM OF AGREEMENT

02/23/2018 to 02/22/2021 Approved By Council 12/12/17 V.1
1st 02/23/2021 TO 02/22/2022
2nd 02/23/2022 TO 02/22/2023

FY2018	46,857.50
FY2019	56,007.00
FY2020	229,704.49
FY2021	

PO AMOUNT CURRENTLY ENCUMBERED: $54,355
PO AMOUNT CURRENTLY PAID: $352,480
TOTAL: **$406,835**

BUSSEN-MAYOR ENGINEERING #674 — 22,097.50 — 280,729.00

TASK NO:	TASK DETAILS	ENCUMBERED	PAID
2018-01	**WFO-PO#2018-72691-35937** date 5/17/18 within the CM's signing authority **-- FY18** *valve replacements 8 different locations.* (1) 12" at Canal Crossing at Banana River Dr. (1) 4" intersection of of Canal Dr. & Date Drive (1) 6" & (1) 8" Dixon Blvd & Clearlake Rd. (1) 8" Seminole Dr. & Barton Blvd. (1) 4" (1) 6" (2) 8" Hayes Ave & Ridewood Ave. (1) 6" Gateway Dr. & Newfound Harbor (2) 6" Monte Carlo Ct & Popoise St.	0.00	30,104.00
	$6,276 FUNDS CARRY FORWARD -- FY19	0.00	5,334.60
	LIQUIDATED $941.40 (FINAL PAYMENT ON 9/26/19)		
2018-03	**WFO-PO#2018-72712-35964** date 5/17/18 within the CM's signing authority Surveying Services for Lot 30 Shakespere Park Section one - P.B. 14 PAGE 34	0.00	2,385.00
2018-04	**WFO-PO#2018-73045-36436** date 7/26/18 within the CM's signing authority East Coast Christian Center Fire Line and water service, survey topographic data,	0.00	6,502.50
	$2,207.50 FUNDS CARRY FORWARD -- FY19	0.00	0.00
	LQUIDATED $2207.50 (FINAL PAYMENT ON 9/26/19)		
2018-06	**WFO-PO#2018-73291-36839** date 09/20/18 within the CM's signing authority **-- FY19** Professional surveying and consulting services for Orange County Wellfield Descriptions Amount Paid $33,934.00 FY19	0.00	35,720.00
2019-08	**UT-PO#2019-75038-39008** date 08/20/19 within the CM's signing authority - $8510	0.00	8,510.00

TASK NO:	TASK DETAILS	ENCUMBERED	PAID
	RESERVED ON 07/10/19 BY US HIGHWAY 1/CAMP RD SURVEY PROJECT WS19FM Boundary survey and a topographic survey **Amount Paid $2,978.50 FY19** **Amount Paid $5,531.50 FY20** **$5531.50 FUNDS CARRY FORWARD -- FY20**	0.00	5,531.50
2020-10	**UT-PO#2020-75744-39860** date 11/25/19 $59,585 Council Approved: Indian River Drive Gravity Sewer (Area K)	9,119.50	50,465.50
2020-11	**UT-PO#2020-75740-39863** date 11/25/19 $84,540 Council Approved Indian River Drive Gravity Sewer (Area J)	12,978.00	71,532.00
2020-13	**UT-PO#2020-75928-40040** date 12/20/19 $2750 within the CM's signing authority Bidding services during construction	0.00	2,750.00
2020-14	**UT-PO#2020-76050-40223** date 02/04/2020 $52,755 Council Approved Professional Engineering Services during Construction	0.00	52,755.00
2020-15	**UT-PO#2020-75890-40041** date 12/31/19 $3202.50 within the CM's signing authority Orange St. Topographic Survey	0.00	3,202.50
2020-16	**UT-PO#2020-76157-40366** date 02/25/2020 $941.40 Original PO#72691 FY2018 *RESERVED BY MELINDA ON 01/08/20 ORIGINAL TASK ORDER NO. 2018-01*	0.00	941.40
2020-18	**UT-PO#2020-76623-40884** date 06/10/2020 $4,995.00 within the CM's signing authority *Cocoa Elevated Water Tank Site Topographic Survey*	0.00	4,995.00
2021-20	**UT-PO#2021-XXXX-XXXXX** date 0/0/20 $261,770.00 Council Approved Gravity Sewer Engineering Services *Indian River Drive - Area J $134,150.00* *Indian River Drive - Area K $126,320.00* *Sketch & Legal Temp Easements $650.00 Each (2)*	0.00	0.00

NOT TRACKING

PO#2018-72596-35822 date 04/25/18 was not logged as a task order (CS) Plat Review Michael Blake Subdivision **(no task order used)** **PO#2018-72093-35169** date 01/24/18 using Brevard Cty - MOU combined effort Project utilizing the same vendor as Bevard County
UT-PO#2019-74085-37810 01/08/19 **$496** - (Confirmation) CONE RD DRAINAGE IMPROVMENTS OF AN ONGOING DRAINAGE & SEWER INSTALLATION PROJECT BY BREVARD COUNTY PUBLIC WORKS DEPATEMENT. **(NOT TRACKING)**

HAZEN & SAWYER #		**0.00**	**0.00**
TASK NO:	**TASK DETAILS**	**ENCUMBERED**	**PAID**
2019-05	**WFO-PO#2018-XXXXX-XXXXX** date XX/XX/18 within the CM's signing authority preliminary engineering svc's for the rehabilitation, repair and/or replacement of 8 critical aerial water main crossings. *RESERVED BY MELINDA (ON HOLD)* $49,500	0.00	0.00

MEAD & HUNT #10228		**32,257.37**	**71,751.13**
TASK NO:	**TASK DETAILS**	**ENCUMBERED**	**PAID**
2018-02 WS1410	**WFO-PO#2018-72676-35935** date 05/15/18 within the CM's signing authority **-- FY18** Lift Station #2 Standard Control Panel Design	0.00	7,866.00
	$874.00 FUNDS CARRY FORWARD -- FY19	0.00	8,639.00
	CO#1 - Date 01/25/19 $7,765.00 PANEL REPLACEMENT - Resolicit Quotes for		

TASK NO:	TASK DETAILS	ENCUMBERED	PAID
	(Material & Equipment Only) within the CM's signing authority - Completion Date 12/31/18		
2019-07 WS16MM	**UT-EN PO#2019-74901-38826** date 07/22/19 within the CM's signing authority $44,444.50 Marlin Manor & Pluckebaum Rd. Water Main Improvement Permitting & Bidding Amount Paid $5,121.00 FY19 Amount Paid $12,294.39 FY20	27,028.97	17,415.53
2019-09	**UT-EG PO#2019-75092-39085** date 9/10/19 within the CM's signing authority $2714 Lift Station #2 Bidding Phase Services for the Lift Station #2 Panel Rehab.	0.00	2,714.00
2020-12	**UT-EG PO#2020-75770-39851** date 12/09/19 within the CM's signing authority $27,742.00 Lift Station #2 Limited Construction Phase Services-Complete design and Permitting of Improvements	0.00	27,742.00
2020-17	**UT-EG PO#76406-40690** date 04/09/2020 within the CM's signing authority $3,932.00 West Hall Road/N. Tropical Trail Water Main Relocation **CO#1 - Date 05/28/20 $1,284.00** within the CM's signing authority $1,284.00 County ROW Permit required	721.40	4,494.60
2020-19	**UT-EG PO#76777-41177** date 07/23/2020 within the CM's signing authority $7,387.00 MCNABB Parkway Water Main Replacement	4,507.00	2,880.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
J.W. Edens & Company
P.O. Box 278
Titusville FL 32781-0278

CONTACT NAME: Shari McNeely
PHONE (A/C, No, Ext): (321)383-4554 **FAX (A/C, No):** (321)383-4523
E-MAIL ADDRESS: smcneely@jwedens.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. of Ame	25674
INSURER B : Owners Insurance Company	
INSURER C : Travelers Casualty & Surety	19038
INSURER D : Hiscox Insurance Co	
INSURER E :	
INSURER F :	

INSURED
Bussen-Mayer Engineering Group, Inc.
100 Parnell Street
Merritt Island FL 32953

COVERAGES **CERTIFICATE NUMBER:** CL2092409928 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			60-9A762805-TIL-20	2/1/2020	2/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			5215039200	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined single	$ $ $ $ 1,000,000 $ 1,000,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X / RETENTION $ 10,000			CUP5P430164	2/1/2020	2/1/2021	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-0N269248-20-47-G	2/1/2020	2/1/2021	X PER STATUTE / X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Claims Made			URA1379050.20	10/1/2020	10/1/2021	$ 3,000,000 aggregate $ 1,000,000 Each Claim	$ 10,000 Ded Each Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability policy has been endorsed with an Additional Insured endorsement in favor of the City of Cocoa.
The Professional Liability policy includes a Specific Project Excess for City of Cocoa - $2,000,000 excess of primary $1,000,000.

CERTIFICATE HOLDER
nhernandez@cocoafl.org
City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
J. Wayne Edens/SHARI

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City of Cocoa Budget Adjustment Form FY 2021 - 21-040-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: Utilities/4055 | DATE PREPARED: 12/08/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 91,770)	421-4010-536.39-00		Contingency	$ 0	$ 0	($ 91,770)	$ 0
$ 91,770	421-4010-581.91-01		Transfer to Fund 424 R & R	$ 0	$ 0	$ 91,770	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 14,800	424-4055-536.63-00	WS20G2	Infrastructure	$ 0	$ 0	$ 14,800	$ 0
$ 76,970	424-4055-536.63-00	WS20GS	Infrastructure	$ 0	$ 0	$ 76,970	$ 0
$ 91,770	424-0000-381.91-21		Interfund Transfer Fund 421	$ 0	$ 0	$ 91,770	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 183,540	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Budget transfer necessary to fund Task Order with Bussen Mayer for Final Engineering Services for the Indian River Drive Gravity Sewer for Areas J & K.

Agenda File ID #21-14

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 01/12/21 ***RESOLUTION #:***

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

12/8/20	Katherine Ennis Digitally signed by Katherine Ennis Date: 2020.12.08 11:45:15 -05'00'	12/21/20	Lora Howell Digitally signed by Lora Howell Date: 2020.12.21 15:37:45 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.12.08 13:00:57 -05'00'	12/21/20	Lora Howell Digitally signed by Lora Howell Date: 2020.12.21 15:38:10 -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 #: _____

Legislation Details (With Text)

File #:	21-19	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	12/10/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Approve Change Order #2 to P.O. 75893 with CE Power Solutions of Florida, Lakeland, Florida, in the Amount of $1,352; Approve a Resolution Authorizing the City Manager to Approve Additional Change Orders in an Amount not to Exceed $3,064 for a Project Total of $68,396. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	825247 Plant 3 VFD Replacement CO 2 Return Trip.pdf Resolution - CE Power - Transfer Pump #3 VFD Replacement.pdf C.O. #1 CE Power.pdf Original PO 75893.pdf Notice of Award.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 10, 2020
Agenda Date: January 12, 2021
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
Approve Change Order #2 to P.O. 75893 with CE Power Solutions of Florida, Lakeland, Florida, in the Amount of $1,352; Approve a Resolution Authorizing the City Manager to Approve Additional Change Orders in an Amount not to Exceed $3,064 for a Project Total of $68,396

BACKGROUND:

The Dyal Ground Water Treatment Plant operates three (3) large transfer pumps which are used to pump/transfer treated water from the filtration units to the finished water storage tanks.

On December 11, 2019, City Council approved Agenda Item 19-552 (P.O. 75893-$61,276) to replace the #3 Variable Frequency Drive (VFD) transfer pump.

On November 10, 2020, City Council approved Agenda Item 20-739 for Change Order #1 in the amount of $2,704 for additional parts and labor required.

CE Power recently discovered configuration issues between the Programmable Logic Controller (PLC) and the VFD which requires reconfiguration of the equipment. This additional work was

presented in a quote from CE Power dated December 10, 2020, in the amount of $1,352.

Staff is requesting that City Council approve: 1) change order #2 to P.O. 75893 in the amount of $1,352, and 2) an additional contingency amount of $3,064 (5% of the original P.O.) for any additional issues that may be discovered during the reconfiguration/reprogramming for a total of $4,416. The contingency amount will not be added to the original P.O. until needed.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$4,416
Account Number	421-4020-536.46-00
Account Name:	Repairs & Maintenance
Source of Funds:	Operating Revenue
Change Order #2 Amount:	$1,352
Original Purchase Order:	75893
Original P.O. Amount:	$61,276
Total number of change orders to date:	2
Total amount in change orders to date:	$4,056

PREVIOUS ACTION:

On December 11, 2019, City Council approved Bid Award No. B-20-05-COC with CE Power Solutions, LLC, Tampa, Florida, in the amount of $61,276 to replace Transfer Pump #3 VFD.

On November 10, 2020, City Council approved Change Order #1 remobilization cost for CE Power in the amount of $2,704.00.

RECOMMENDED MOTION:

To Approve Change Order #2 to P.O. 75893 with CE Power Solutions of Florida, Lakeland, Florida, in the Amount of $1,352; To Approve a Resolution Authorizing the City Manager to Approve Additional Change Orders in an Amount not to Exceed $3,064 for a Project Total of $68,396.

Innovative electrical solutions for a safe and reliable future. *Always Safe. Always Honest.*

December 10, 2020

City of Cocoa - Dyal Water Treatment Plant
28400 St. Rd. 520
Christmas, FL 32709

Attention: Tim Dyar, Chief of Maintenance

Subject: **Change Order #2** 825247 City of Cocoa – VFD Replacement Return Trip

Dear Tim,

CE Power Solutions appreciates this opportunity to be of service to City of Cocoa Dyal Water Treatment Plant. You can be assured that our crews will work safely to provide you with a quality project. CE Power Solutions has been a proven leader in electrical testing, commissioning, construction and engineering services. Our qualifications include:

- 24/7 Emergency service
- Highly skilled employees including NETA Certified technicians, Professional Engineers, Field Engineers, Project Managers, and Master and Journeymen Electricians
- Large local crews with access to a vast network of talent and resources to support large and turnkey projects with minimal downtime
- State-of-the-art specialized testing equipment
- Continuous training and professional development at all levels of the organization

We appreciate the opportunity to work with you on this project. If you have any questions or concerns, please contact me at 813.404.4567 or by email at brian.spence@cepowersol.com

Sincerely,

Brian Spence

Work Scope:

CE Power Solutions (CEPS) will make return trip resolve issues between the PLC and the VFD. Issues were found in the PLC cabinet which in turn make need for the VFD reconfigured. Spencer is scheduled to be onsite Monday Dec 21, 2020.

Notes and Clarifications:

1. CE Power Solutions is committed to a safe work environment for our personnel and in maintaining our industry leading safety record. In support of this effort, CE Power will "Move at the Speed of Safety". If site conditions are less than ideal, requiring additional time and effort to meet typical safety standards, CE Power reserves the right to pass on any delay costs to the customer.
2. This proposal includes labor, basic test equipment, and a written test report.
3. CE Power Solutions will apply appropriate state sales tax on all materials. If this project is tax exempt, please submit applicable tax-exempt certificate with purchase order or order acknowledgement upon award of the project.
4. Any equipment found defective during inspection or testing will be brought to your immediate attention. Any recommended repairs will require written authorization prior to being performed. This work will be charged per CE Power Solutions applicable rates.
5. If this proposal covers troubleshooting it does not guarantee that the equipment will be repaired. CE Power Solutions will attempt to repair the device to the best of its ability. Additional cost will be incurred if parts and/or labor beyond that which has been initially specified is required.
6. Testing and/or abatement of hazardous materials, including but not limited to asbestos and lead paint, are not included in this proposal unless explicitly stated otherwise.
7. Any delays experienced on site, not caused by CE Power Solutions, such as inclement weather, de-energizing/energizing equipment for the outage, equipment malfunction, coordination between trade(s), etc. may be subject to additional charges.
8. Notice of delays or change orders will be brought to your attention before costs are incurred. The customer must provide written authorization to proceed with any additional work.
9. Utility switching fees and/or wiring permit fees, if any, are not included in this proposal and will be additional to the base contract price.
10. A charge will apply if work is cancelled within 48 hours of the scheduled date.

Project Schedule:

1. The pricing is based on work being performed during normal working hours, Monday through Friday, 7AM-3:30PM. Work after normal working hours, Saturdays, Sundays, and Holidays is not included.
2. Any specific schedule or time frame offered for accomplishing the scope of work in this proposal is subject to prior sale and the availability of CE Power Solutions resources. The schedule for performance of this work scope must be confirmed with CE Power Solutions at the time of order placement.

Project Pricing:

CE Power Solutions is proposing to complete the Work Scope listed above for the following amount:

Return Trip: **$ 1,352.00** **Total Fixed**

Terms:

Standard CE Power Solutions Terms and Conditions apply
Terms: Net 30 days
This proposal is valid for 15 days

Proposal Acceptance Information

Upon acceptance of this proposal, please send contract/purchase order to:

CE Power Solutions
Attn: Brian Spence
3502 Riga Blvd Suite C
Tampa, FL 33619
brian.spence@cepowersol.com

This proposal is considered proprietary in nature, intended for the sole use of the entity addressed above, and as such is not intended for general public distribution.

Standard Terms and Conditions of Sale

Unless a separate agreement on terms and conditions exist between the Company and the Purchaser, the following terms and conditions shall apply to all sales by CE Power Holdings, Inc., its affiliates, including CE Power Solutions, LLC, Utilities Plus Electrical Services, Inc., CE Power Engineered Services, LLC (dba CE Power, 3C Electrical, PGTI, Hope Engineering, Reuter & Hanney, Inc.) (collectively, hereinafter the "Company")

1. **Terms of Payment** - Terms are net cash due 30 day from the date of invoice. If payment is not made within the 30 days of invoice date, a late payment charge of 1 $^1/_2$% per month will be imposed on the unpaid balance. With respect to goods purchased, pro rata payments shall become due as partial shipments are made. When shipments are delayed by the Purchaser, payment shall become due from the date the Company is prepared to make shipment. Goods which at Purchaser's request (i) are held for delayed shipment or (ii) are placed in off-site storage, will be invoiced as if shipped when originally scheduled and will be held and stored at the risk and expense of the Purchaser.

2. **Payment** - If, in the sole opinion of the Company, the financial condition of the Purchaser at the time the equipment is ready for shipment does not justify the terms of payment specified, then as a condition of shipment, Company may require (i) that the Purchaser provide adequate assurances of payment or (ii) payment terms satisfactory to the Company, in its sole discretion.
3. **Quotations** -
   a. Quotations are void unless accepted within thirty (30) days from the date thereof, unless otherwise stated and, in the meantime, are subject to change or withdrawal upon notice. Orders made thereon are not binding until and unless accepted by the Company. Shipping dates are approximate and based upon prompt receipt of all necessary information and approved drawings whenever required. Stenographic and clerical errors are subject to correction.
   b. "Unless otherwise specified in writing, all quotes are on a straight time basis, excluding work on Saturdays, Sundays and Holidays."
4. **Changes, Deletions and Extra Work:** Purchaser, without invalidating the Contract, may order extra work scope and make changes in altering, addition to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of this Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
   The value of any such extra work or change shall be determined in one or more of the following ways:
   (a) by estimate and acceptance of lump sum.
   (b) by unit prices named in the Contract or subsequently agreed upon.
   (c) by cost and percentage of cost or by cost and a fixed fee.
5. **Minimum Billing Charge** - The minimum billing charge will be $100.00.
6. **Delivery -** Unless otherwise specified, all products are delivered f.o.b. point of shipment regardless of transportation costs being "allowed", "pre-paid", or "collect".
7. **Shipment Delays** - The Company shall not be liable for delays in starting work or in shipment or non-shipment due to causes beyond it's reasonable control or due to acts of God, acts of the Purchaser, fires, strikes, labor disturbances, floods, epidemics, quarantine restrictions, war, insurrections or riot, civil or military authority, compliance with priority orders or preference ratings issued by the Government, freight embargo's, car shortages, wrecks or delays in transportation, unusually severe weather, or inability to obtain necessary labor, materials or manufacturing facilities due to such causes or any of them. In the event of any such delay, the date of shipment will be extended, at the minimum, for a period equal to the period of the delay. The contract of sale will in no event be subject to cancellation by the Purchaser, whether due to delay in delivery or to any other cause, except by mutual agreement, nor shall the Company be liable under any circumstances for special or consequential damages on any account of delay.
8. **Suspension/Cancellation:** In the event Purchaser requests a suspension of work under this Contract, Purchaser shall, in writing, notify Company reasonably in advance of the suspension date; this notification will indicate the anticipated suspension period. Company shall advise Purchaser of the price adjustment resulting from the planned suspension of the work. The price adjustment will be based on Company's ability to reasonably relocate manpower, and any materials, and equipment during the suspension period. Remobilization costs will be priced on the same basis.
   Purchaser may cancel this contract upon written notice and upon payment to Company of reasonable and proper cancellation charges; including but not limited to charges for engineering, testing, repair, upgrade and installation work completed, and for materials on order / in manufacture / in storage and lost profits.
   If the financial condition of Purchaser at any time does not, in the judgment of Company, justify continuance of the work to be performed hereunder on the terms of payment agreed upon, Company may require full or partial payment in advance or shall be entitled to cancel the Contract and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Company shall be entitled to cancel the Contract at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. Company's rights under this paragraph are in addition to all rights available to it at law or in equity.
9. **Limitation of Liability -** The Company will not accept any penalty or liquidated damage clauses of any kind, or any liability arising from such clauses, unless specifically approved in writing by a duly authorized representative of the Company. The Company will not be liable for any indirect, special, consequential, or punitive damages (including lost profits, loss of use, business interruption, lost productivity, loss of communications) arising out of or relating to this purchase (whether for breach of contract, breach of warranty, tort, negligence, or other form of action) and irrespective of whether Company has been advised of the possibility of any such damage. In no event will the Company's liability exceed the price the Purchaser paid to the Company for the specific Goods or Services provided by the Company giving rise to the claim or cause of action.
10. **Damage and Loss Claims**. The Company shall not be responsible for loss, shortage, or damage after receipt of "in good order" receipts from the transportation company. The Company's responsibility for loss, shortage, or damage ceases with the delivery to a common carrier, at which time title and risk of loss pass to the purchaser, and all claims for loss, shortage, damage, or delay must be made to the carrier by the Purchaser. Concealed damage claims must be reported to the carrier within 15 days from the date of delivery. The Company will reasonably assist the Purchaser in securing satisfactory adjustment of any claims.
11. **Warranty**
    a. The Company warrants that the (i) goods shall be as provided by the specifications provided by Purchaser and new (unless otherwise directed or permitted), and if new, without apparent damage or defect, (ii) services will be performed in accordance with the specifications provided by Purchaser and performed in a workmanlike manner. In the event Purchaser notifies Company of defective materials or workmanship within the lesser of eighteen (18) calendar months from shipment of materials or completion of the work, or twelve (12) calendar months from installation of the goods, the Company will, (i) at its option either repair or replace defective new materials, and correct the defective workmanship free of charge. Repairs or warranty work will be performed f.o.b. factory or at a Purchaser's site, at the Company's option.
    b. Whenever work is performed at Purchaser's site, it will be performed during a normal eight-hour straight-time day. If the Purchaser requests that product warranty work be performed during any other time period, Purchaser will be invoiced for the premium portion of the work; i.e. the difference between the applicable rate and the overtime rate for the services performed.
    c. This warranty does not apply to, nor is any expense or other damages or liability assumed for, any goods are used, which have been improperly stored, or installed, or from any accidental or intentional attempts to operate the goods in excess of their rating, or in any abnormal atmosphere or environments, or to which unauthorized repairs have been made whether or not such goods are defective or in accord with the specifications. Any such repairs or modifications must be authorized by the Company in writing.
    d. This warranty does not apply to, nor is any expense or other damages or liability assumed for work performed on serviced equipment that has been subsequently serviced by another firm without authorization by the Company in writing.
12. **Equipment and Materials of Others** - The Company's responsibility does not extend to equipment not manufactured by the Company. The Company will reasonably assist

Purchaser in making claims under any warranty provided by the supplier or manufacturer of such equipment.

a. The Company's responsibility does not extend to used equipment supplied in any other than "fully reconditioned" state.
b. THE FORGOING WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES (EXCEPT TITLE), WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FORGOING REMEDIES OF REPAIR OR REPLACEMENT SHALL CONSTITUTE THE SOLE REMEDY OF THE PURCHASER AND SOLE LIABILITY OF THE COMPANY FOR ANY BREACH OF WARRANTY.

13. **Nuclear Insurance – Indemnity -** For applications in nuclear projects, the Purchaser/Owner shall have a complete and proper insurance protection against liability and property damage resulting from a nuclear incident and shall indemnify the Company, its suppliers and subcontractors against all claims resulting from a nuclear incident.
14. **Returned Goods -** No goods shall be returned without the Purchaser having secured approval and terms of return from the Company. The return of all goods including returnable shipping materials such as cable reels, end plates or covers, oil drums, gas bottles, etc. will not be permitted under any condition without the Company's properly executed Returned Goods Authorization Form. Goods returned without complete identification in accordance with the Company's instructions or without charges prepaid will not be accepted. The Company reserves the right to refuse any goods returned for credit.
15. **Termination -** After acceptance by the Company, an order shall not be terminated, in whole or part by the Purchaser except by agreement in writing from the Company and such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company plus a charge of 10% of the contract price to compensate the Company for indirect costs resulting from the termination.
16. **Rescheduling -** Rescheduling of an order by the Purchaser shall require agreement in writing from the Company and renegotiation of the price and escalation terms to reasonable cover additional costs and commitments occasioned by the change. Delivery commitments made by the Company are based upon complete specifications and/or information supplied by the Purchaser with the order and upon prompt return of approval drawings (if required by the Purchaser) by the date requested by the Company. Rescheduling of any order by the Company as a result of the Purchaser's delay in returning approval drawings shall require renegotiation of price and escalation terms to reasonably cover additional costs and commitments occasioned by the delay.
17. **Drawing Approval and Changes** - If at drawing approval the Company has failed to design the product in accordance with the Purchaser's specification, the Company will, at its expense, make appropriate changes. Where Purchaser's specifications are not definitive, the Company reserves the right to design the product in line with, in the Company's judgment good engineering practice. If at drawing approval, the Purchaser makes changes outside the scope of the design as covered in Purchaser's specifications, the price and delivery terms shall be renegotiated to reasonably cover any additional cost and commitments occasioned by the change. Changes made to an order by the Purchaser after engineering is completed or entry of the order into manufacturing will result in substantially greater costs and delivery delays.
18. **Taxes -** Prices quoted are exclusive of any present or future federal or state taxes or local sales, use or excise taxes. If any such present or future sales, use or excise taxes apply, then they will be added to the invoice as a separate item unless Purchaser has furnished an acceptable tax exemption certificate from such tax prior to shipment.
19. **General** - Company shall not be responsible for the acts and workmanship of the employees, contractors, subcontractors or agents of the Purchaser. The Company reserves the right to subcontract any of the work to one or more subcontractors.

The delegation or assignment by Purchaser of any or all of its duties or rights hereunder without Company's prior written consent shall be void.

The rights and obligations of the parties under this Contract shall be interpreted and governed in all respects by the laws of the state of Ohio. If either party brings against the other party any proceeding arising out of this agreement, that party may bring that proceeding only in the United States District Court for the Southern District of Ohio or, only if there is no federal subject matter jurisdiction, in Hamilton County Court of Common Pleas, Cincinnati, Ohio.

Any information, suggestions or ideas transmitted by Purchaser to Company in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Purchaser.

Company shall comply with all state and federal safety and health laws, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA) and all standards, rules, regulations and orders issued pursuant to such state and federal safety and health laws and laws related to non-segregated facilities and equal employment opportunity.

This Contract contains the complete agreement between the parties and no modification, amendment, revision, waiver or other change will be binding on Company unless assented to in writing by Company's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Company.

Purchaser shall obtain and pay for all necessary permits for the work to be done and shall hold company harmless from any liability for work done without said permits.

INITIALS: COMPANY _____
PURCHASER _____

RESOLUTION NO. 2021-001

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 #3 VFD TRANSFER PUMP REPLACEMENT IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF THE 5% CONTINGENCY 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 January 12, 2021, the City Council authorized the City Manager to proceed with the #3 VFD Transfer Pump Replacement, 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 #3 VFD Transfer Pump Replacement provided the total amount of approved change orders and any additional service contracts do not exceed the construction budget. The construction budget is $65,332 and allows for a 5% contingency in the amount of $3,064 set aside for possible change orders, for a total of $68,396 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 January 12, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Innovative electrical solutions for a safe and reliable future.

Always Safe.
Always Honest.

October 13, 2020

City of Cocoa - Dyal Water Treatment Plant
28400 St. Rd. 520
Christmas, FL 32709

Attention: Tim Dyar, Chief of Maintenance

Subject: **Change Order** 825247 City of Cocoa – VFD Replacement Return Trip

Dear Tim,

CE Power Solutions appreciates this opportunity to be of service to City of Cocoa Dyal Water Treatment Plant. You can be assured that our crews will work safely to provide you with a quality project. CE Power Solutions has been a proven leader in electrical testing, commissioning, construction and engineering services. Our qualifications include:

- 24/7 Emergency service
- Highly skilled employees including NETA Certified technicians, Professional Engineers, Field Engineers, Project Managers, and Master and Journeymen Electricians
- Large local crews with access to a vast network of talent and resources to support large and turnkey projects with minimal downtime
- State-of-the-art specialized testing equipment
- Continuous training and professional development at all levels of the organization

We appreciate the opportunity to work with you on this project. If you have any questions or concerns, please contact me at 813.404.4567 or by email at brian.spence@cepowersol.com

Sincerely,

Brian Spence

Work Scope:

CE Power Solutions (CEPS) to make a return trip to finish the commissioning of the VFD once the new motor is installed and ready to run. Robert to schedule with Tim.

Notes and Clarifications:

1. CE Power Solutions is committed to a safe work environment for our personnel and in maintaining our industry leading safety record. In support of this effort, CE Power will "Move at the Speed of Safety". If site conditions are less than ideal, requiring additional time and effort to meet typical safety standards, CE Power reserves the right to pass on any delay costs to the customer.
2. This proposal includes labor, basic test equipment, and a written test report.
3. CE Power Solutions will apply appropriate state sales tax on all materials. If this project is tax exempt, please submit applicable tax-exempt certificate with purchase order or order acknowledgement upon award of the project.
4. Any equipment found defective during inspection or testing will be brought to your immediate attention. Any recommended repairs will require written authorization prior to being performed. This work will be charged per CE Power Solutions applicable rates.
5. If this proposal covers troubleshooting it does not guarantee that the equipment will be repaired. CE Power Solutions will attempt to repair the device to the best of its ability. Additional cost will be incurred if parts and/or labor beyond that which has been initially specified is required.
6. Testing and/or abatement of hazardous materials, including but not limited to asbestos and lead paint, are not included in this proposal unless explicitly stated otherwise.
7. Any delays experienced on site, not caused by CE Power Solutions, such as inclement weather, de-energizing/energizing equipment for the outage, equipment malfunction, coordination between trade(s), etc. may be subject to additional charges.
8. Notice of delays or change orders will be brought to your attention before costs are incurred. The customer must provide written authorization to proceed with any additional work.
9. Utility switching fees and/or wiring permit fees, if any, are not included in this proposal and will be additional to the base contract price.
10. A charge will apply if work is cancelled within 48 hours of the scheduled date.

Project Schedule:

1. The pricing is based on work being performed during normal working hours, Monday through Friday, 7AM-3:30PM. Work after normal working hours, Saturdays, Sundays, and Holidays is not included.
2. Any specific schedule or time frame offered for accomplishing the scope of work in this proposal is subject to prior sale and the availability of CE Power Solutions resources. The schedule for performance of this work scope must be confirmed with CE Power Solutions at the time of order placement.

Project Pricing:

CE Power Solutions is proposing to complete the Work Scope listed above for the following amount:

Return Trip to finish Commissioning: **$ 2,704.00** **Total Fixed**

Terms:

Standard CE Power Solutions Terms and Conditions apply
Terms: Net 30 days
This proposal is valid for 15 days

Proposal Acceptance Information

Upon acceptance of this proposal, please send contract/purchase order to:

CE Power Solutions
Attn: Brian Spence
3502 Riga Blvd Suite C
Tampa, FL 33619
brian.spence@cepowersol.com

This proposal is considered proprietary in nature, intended for the sole use of the entity addressed above, and as such is not intended for general public distribution.

Standard Terms and Conditions of Sale

Unless a separate agreement on terms and conditions exist between the Company and the Purchaser, the following terms and conditions shall apply to all sales by CE Power Holdings, Inc., its affiliates, including CE Power Solutions, LLC, Utilities Plus Electrical Services, Inc., CE Power Engineered Services, LLC (dba CE Power, 3C Electrical, PGTI, Hope Engineering, Reuter & Hanney, Inc.) (collectively, hereinafter the "Company")

1. **Terms of Payment** - Terms are net cash due 30 day from the date of invoice. If payment is not made within the 30 days of invoice date, a late payment charge of 1 ½% per month will be imposed on the unpaid balance. With respect to goods purchased, pro rata payments shall become due as partial shipments are made. When shipments are delayed by the Purchaser, payment shall become due from the date the Company is prepared to make shipment. Goods which at Purchaser's request (i) are held for delayed shipment or (ii) are placed in off-site storage, will be invoiced as if shipped when originally scheduled and will be held and stored at the risk and expense of the Purchaser.

2. **Payment** - If, in the sole opinion of the Company, the financial condition of the Purchaser at the time the equipment is ready for shipment does not justify the terms of payment specified, then as a condition of shipment, Company may require (i) that the Purchaser provide adequate assurances of payment or (ii) payment terms satisfactory to the Company, in its sole discretion.
3. **Quotations** -
   a. Quotations are void unless accepted within thirty (30) days from the date thereof, unless otherwise stated and, in the meantime, are subject to change or withdrawal upon notice. Orders made thereon are not binding until and unless accepted by the Company. Shipping dates are approximate and based upon prompt receipt of all necessary information and approved drawings whenever required. Stenographic and clerical errors are subject to correction.
   b. "Unless otherwise specified in writing, all quotes are on a straight time basis, excluding work on Saturdays, Sundays and Holidays."
4. **Changes, Deletions and Extra Work:** Purchaser, without invalidating the Contract, may order extra work scope and make changes in altering, addition to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of this Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
   The value of any such extra work or change shall be determined in one or more of the following ways:
   (a) by estimate and acceptance of lump sum.
   (b) by unit prices named in the Contract or subsequently agreed upon.
   (c) by cost and percentage of cost or by cost and a fixed fee.
5. **Minimum Billing Charge** - The minimum billing charge will be $100.00.
6. **Delivery** - Unless otherwise specified, all products are delivered f.o.b. point of shipment regardless of transportation costs being "allowed", "pre-paid", or "collect".
7. **Shipment Delays** - The Company shall not be liable for delays in starting work or in shipment or non-shipment due to causes beyond it's reasonable control or due to acts of God, acts of the Purchaser, fires, strikes, labor disturbances, floods, epidemics, quarantine restrictions, war, insurrections or riot, civil or military authority, compliance with priority orders or preference ratings issued by the Government, freight embargo's, car shortages, wrecks or delays in transportation, unusually severe weather, or inability to obtain necessary labor, materials or manufacturing facilities due to such causes or any of them. In the event of any such delay, the date of shipment will be extended, at the minimum, for a period equal to the period of the delay. The contract of sale will in no event be subject to cancellation by the Purchaser, whether due to delay in delivery or to any other cause, except by mutual agreement, nor shall the Company be liable under any circumstances for special or consequential damages on any account of delay.
8. **Suspension/Cancellation:** In the event Purchaser requests a suspension of work under this Contract, Purchaser shall, in writing, notify Company reasonably in advance of the suspension date; this notification will indicate the anticipated suspension period. Company shall advise Purchaser of the price adjustment resulting from the planned suspension of the work. The price adjustment will be based on Company's ability to reasonably relocate manpower, and any materials, and equipment during the suspension period. Remobilization costs will be priced on the same basis.
   Purchaser may cancel this contract upon written notice and upon payment to Company of reasonable and proper cancellation charges; including but not limited to charges for engineering, testing, repair, upgrade and installation work completed, and for materials on order / in manufacture / in storage and lost profits.
   If the financial condition of Purchaser at any time does not, in the judgment of Company, justify continuance of the work to be performed hereunder on the terms of payment agreed upon, Company may require full or partial payment in advance or shall be entitled to cancel the Contract and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Company shall be entitled to cancel the Contract at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. Company's rights under this paragraph are in addition to all rights available to it at law or in equity.
9. **Limitation of Liability** - The Company will not accept any penalty or liquidated damage clauses of any kind, or any liability arising from such clauses, unless specifically approved in writing by a duly authorized representative of the Company. The Company will not be liable for any indirect, special, consequential, or punitive damages (including lost profits, loss of use, business interruption, lost productivity, loss of communications) arising out of or relating to this purchase (whether for breach of contract, breach of warranty, tort, negligence, or other form of action) and irrespective of whether Company has been advised of the possibility of any such damage. In no event will the Company's liability exceed the price the Purchaser paid to the Company for the specific Goods or Services provided by the Company giving rise to the claim or cause of action.
10. **Damage and Loss Claims**. The Company shall not be responsible for loss, shortage, or damage after receipt of "in good order" receipts from the transportation company. The Company's responsibility for loss, shortage, or damage ceases with the delivery to a common carrier, at which time title and risk of loss pass to the purchaser, and all claims for loss, shortage, damage, or delay must be made to the carrier by the Purchaser. Concealed damage claims must be reported to the carrier within 15 days from the date of delivery. The Company will reasonably assist the Purchaser in securing satisfactory adjustment of any claims.
11. **Warranty**
    a. The Company warrants that the (i) goods shall be as provided by the specifications provided by Purchaser and new (unless otherwise directed or permitted), and if new, without apparent damage or defect, (ii) services will be performed in accordance with the specifications provided by Purchaser and performed in a workmanlike manner. In the event Purchaser notifies Company of defective materials or workmanship within the lesser of eighteen (18) calendar months from shipment of materials or completion of the work, or twelve (12) calendar months from installation of the goods, the Company will, (i) at its option either repair or replace defective new materials, and correct the defective workmanship free of charge. Repairs or warranty work will be performed f.o.b. factory or at a Purchaser's site, at the Company's option.
    b. Whenever work is performed at Purchaser's site, it will be performed during a normal eight-hour straight-time day. If the Purchaser requests that product warranty work be performed during any other time period, Purchaser will be invoiced for the premium portion of the work; i.e. the difference between the applicable rate and the overtime rate for the services performed.
    c. This warranty does not apply to, nor is any expense or other damages or liability assumed for, any goods are used, which have been improperly stored, or installed, or from any accidental or intentional attempts to operate the goods in excess of their rating, or in any abnormal atmosphere or environments, or to which unauthorized repairs have been made whether or not such goods are defective or in accord with the specifications. Any such repairs or modifications must be authorized by the Company in writing.
    d. This warranty does not apply to, nor is any expense or other damages or liability assumed for work performed on serviced equipment that has been subsequently serviced by another firm without authorization by the Company in writing.
12. **Equipment and Materials of Others** - The Company's responsibility does not extend to equipment not manufactured by the Company. The Company will reasonably assist

Purchaser in making claims under any warranty provided by the supplier or manufacturer of such equipment.

a. The Company's responsibility does not extend to used equipment supplied in any other than "fully reconditioned" state.
b. THE FORGOING WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES (EXCEPT TITLE), WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FORGOING REMEDIES OF REPAIR OR REPLACEMENT SHALL CONSTITUTE THE SOLE REMEDY OF THE PURCHASER AND SOLE LIABILITY OF THE COMPANY FOR ANY BREACH OF WARRANTY.

13. **Nuclear Insurance – Indemnity -** For applications in nuclear projects, the Purchaser/Owner shall have a complete and proper insurance protection against liability and property damage resulting from a nuclear incident and shall indemnify the Company, its suppliers and subcontractors against all claims resulting from a nuclear incident.
14. **Returned Goods -** No goods shall be returned without the Purchaser having secured approval and terms of return from the Company. The return of all goods including returnable shipping materials such as cable reels, end plates or covers, oil drums, gas bottles, etc. will not be permitted under any condition without the Company's properly executed Returned Goods Authorization Form. Goods returned without complete identification in accordance with the Company's instructions or without charges prepaid will not be accepted. The Company reserves the right to refuse any goods returned for credit.
15. **Termination -** After acceptance by the Company, an order shall not be terminated, in whole or part by the Purchaser except by agreement in writing from the Company and such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company plus a charge of 10% of the contract price to compensate the Company for indirect costs resulting from the termination.
16. **Rescheduling -** Rescheduling of an order by the Purchaser shall require agreement in writing from the Company and renegotiation of the price and escalation terms to reasonable cover additional costs and commitments occasioned by the change. Delivery commitments made by the Company are based upon complete specifications and/or information supplied by the Purchaser with the order and upon prompt return of approval drawings (if required by the Purchaser) by the date requested by the Company. Rescheduling of any order by the Company as a result of the Purchaser's delay in returning approval drawings shall require renegotiation of price and escalation terms to reasonably cover additional costs and commitments occasioned by the delay.
17. **Drawing Approval and Changes** - If at drawing approval the Company has failed to design the product in accordance with the Purchaser's specification, the Company will, at its expense, make appropriate changes. Where Purchaser's specifications are not definitive, the Company reserves the right to design the product in line with, in the Company's judgment good engineering practice. If at drawing approval, the Purchaser makes changes outside the scope of the design as covered in Purchaser's specifications, the price and delivery terms shall be renegotiated to reasonably cover any additional cost and commitments occasioned by the change. Changes made to an order by the Purchaser after engineering is completed or entry of the order into manufacturing will result in substantially greater costs and delivery delays.
18. **Taxes -** Prices quoted are exclusive of any present or future federal or state taxes or local sales, use or excise taxes. If any such present or future sales, use or excise taxes apply, then they will be added to the invoice as a separate item unless Purchaser has furnished an acceptable tax exemption certificate from such tax prior to shipment.
19. **General** - Company shall not be responsible for the acts and workmanship of the employees, contractors, subcontractors or agents of the Purchaser. The Company reserves the right to subcontract any of the work to one or more subcontractors.

The delegation or assignment by Purchaser of any or all of its duties or rights hereunder without Company's prior written consent shall be void.

The rights and obligations of the parties under this Contract shall be interpreted and governed in all respects by the laws of the state of Ohio. If either party brings against the other party any proceeding arising out of this agreement, that party may bring that proceeding only in the United States District Court for the Southern District of Ohio or, only if there is no federal subject matter jurisdiction, in Hamilton County Court of Common Pleas, Cincinnati, Ohio.

Any information, suggestions or ideas transmitted by Purchaser to Company in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Purchaser.

Company shall comply with all state and federal safety and health laws, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA) and all standards, rules, regulations and orders issued pursuant to such state and federal safety and health laws and laws related to non-segregated facilities and equal employment opportunity.

This Contract contains the complete agreement between the parties and no modification, amendment, revision, waiver or other change will be binding on Company unless assented to in writing by Company's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Company.

Purchaser shall obtain and pay for all necessary permits for the work to be done and shall hold company harmless from any liability for work done without said permits.

INITIALS: COMPANY _____
PURCHASER _____

SERVICE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
75893
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10075
VENDOR FAX NO.: 863-582-9988
VENDOR PH NO.: 863-439-2992

DATE
DATE REQUIRED 9/03/2020
9/30/2020

CE POWER SOLUTIONS OF FLORIDA
4255 FRONTAGE RD N
LAKELAND FL 33810

DELIVER TO:

City of Cocoa
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS FL 32709

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
DK 0000039968
~~SWESTON/TD/4020~~

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	61276.00	SUM	DESIGN SERIES: ENCLOSED 6-PULSE DG1 DRIVE Output Power: 300 HP (224 KW) Rated Output Current (Amps): 361 Input Voltage: 480VAC Three Phase Input Frequency: 45 to 66 Hz Output Voltage: 480VAC Three Phase Output Frequency: 0 to 320 Hz Short CircuitCurrent Rating: 100KAIC Enclosure NEMA Rating: NEMA 1 FILTERD Drive Frame Size: FR7 Onboard COMMs: BACnet MS/TP, Ethernet/IP, Modbus, & Modbus TCP Bid No. P-20-05-COC Approved by Council on 12/11/19 TRANSFER PUMP # 3 VFD REPLACEMENT	1.0000	61276.00
				TOTAL	61276.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. IMPORTANT: Invoices and packing slips must bear our Order No.

ACCOUNT NUMBER

42140205364600

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent



Finance Department
PURCHASING DIVISION
65 Stone Street
Cocoa, FL 32922

NOTICE OF AWARD

Department:	Division:
Utilities	Dyal
Bid / RFP / RFQ #: **B-20-05-COC**	Project # **Dyal Water Treatment Plant Transfer Pump #3 VFD Replacement**
Awarded To: CE Power Solutions LLC.	Commodity / Work Description: Transfer Pump #3 VFD
Address / City / State / Zip: 3502 Riga Blvd., Suite C Tampa, Fl. 33619	Phone / Fax #'s: 1-800-434-0415
Purchase / Contract Amount: $61,276	Date of Award / City Council Approval: 11/22/2019

PLEASE COMPLETE THE INFORMATION REQUESTED ABOVE AS SOON AS THE CONTRACTOR HAS ACCEPTED AND THE CITY COUNCIL HAS APPROVED THE AWARD OF THIS OFFERING.

RETURN THIS DOCUMENT TO THE PURCHASING DIVISION WHEN COMPLETE

Thank you for your cooperation.

Legislation Details (With Text)

File #:	21-4	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	12/1/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Approve a Resolution Amending the FY21 Budget, BAF# 21-039-A, through the use of Fund Balance, to Provide Budget for Several Projects Rolling into the New Year, and to Provide Budget for CARES Funding #107-2020. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2021- ADA Compliant.pdf Tracking Sheet BAF# 21-039.pdf BAF 21-039-A-FN-December Budget Cleanup Project Rolls (1-12-21)-Agenda 21-4 .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 17, 2020
Agenda Date: January 12, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the FY21 Budget, BAF# 21-039-A, through the use of Fund Balance, to Provide Budget for Several Projects Rolling into the New Year, and to Provide Budget for CARES Funding #107-2020.

BACKGROUND:

At the November 17th 2020 City Council meeting, Budget Amendment Forms (BAF) # 21-033-A and # 21-034-A, provided budget for projects rolling into the new Fiscal Year and additional budgets for Purchase Orders remaining open into FY21. Finance has identified additional budget needs, with the attached BAF# 21-039-A.

In addition to these two types of funding needs, the Police Departments main gate replacement, was inadvertently removed from the FY21 Budget, when it was to only meant be moved to the correct account line.

Lastly, the unspent CARES Funding for Covid-19 related assistance, needs to be re-budgeted in FY21.

The attached Budget Adjustment Form # 21-039-A will update the funding source for these projects.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

BAF # 21-039-A

General Fund Balance $226,447
CARES CRF #107-2020 $54,741
Water/Sewer $200,000

See Tracking Sheet for details.

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Resolution Amending the FY21 Budget, BAF# 21-039-A, through the use of Fund Balance, to Provide Budget for Several Projects Rolling into the New Year, and to Provide Budget for CARES Funding #107-2020.

RESOLUTION NO. 2021-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; 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, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; 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 2020-2021 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 12th day of January, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

BAF #	Fund	Type	Note:	Division	Account Name	Account #	Amount	Project
			GENERAL GOVERNMENT					
21-039	1	Amendment	Additional Funds for FY20 PO and Capital Project Roll	General Government	Fund Balance	001-0000-389.99-50	226,447	
21-039		Amendment	Info-Tech Research PO 76923	General Government	Professional Services	001-1600-513.31-00	96,000	
21-039		Amendment	Decontamination Units CORV19	General Government	Machinery and Equipment	001-1601-525.64-00	37,000	CORV19
21-039		Amendment	IM Solutions FY 20 PO Roll 76865	General Government	Contract Services	001-1600-513.31-00	31,725	
21-039		Amendment	IM Solutions FY 20 PO Roll 76865	General Government	Postage	001-1600-513.42-00	999	
21-039		Amendment	IM Solutions FY 20 PO Roll 76865	General Government	Operating Supplies	001-1600-513-52-00	40,833	
21-039		Amendment	IM Solutions FY 20 PO Roll 76865	General Government	Training	001-1600-513.55-00	1,140	
21-039		Amendment	ClearGov General Fund Portion / Budget Roll	General Government	IT Related Operating	001-1600-513.56-15	7,750	
21-039		Amendment	Thales Consulting FY20 PO Roll 76869	General Government	Professional Services	001-1600-513.31-00	11,000	
			PO rolled into the new year for the ERP Conversion Study. Also to provide budget for the accounting of the Covid related Decontamination Units. The GF portion of the Budget Document software, and budget for the new Audio/Visual upgrade to Council Chambers, which started in FY20 and finished in FY21.					
			General Government Department Total			Increase	226,447	
			General Government Department Total			Increase	226,447	
			POLICE					
21-039	1	Amendment	Additional Funds for FY20 PO Roll 76923	Police	Fund Balance	001-0000-389.99-50	53,574	
21-039		Amendment	Dana Safety and Equipment PO 76923 Lightbars and Accessories	Police	Machinery and Equip	001-2100-521.64-00	53,574	CA2001
			PO 76923 rolled into new year, this budget adjustment is to provide budget for the Police Departments lightbars and accessories for Police Vehicles.					
			Police Total			Increase	53,574	
			Police Total			Increase	53,574	
			PUBLIC WORKS					
			Facility Management					
21-039	1	Amendment	Unbudgeted Police Front Gate	Facility Management	Fund Balance	001-0000-389.99-50	35,000	
21-039	1	Amendment	Police Gate Project PW21PD	Facility Management	Machinery and Equipment	001-3560-519.64-00	35,000	PW21PD
			The replacement of the Police Department front gates was to be moved to a capital account during the FY21 budget process, however it was inadvertently taken out of the budget instead of moved.					
			Public Works Department Total			Increase	*35,000*	
			Public Works Department Total			Increase	*35,000*	
			General Fund Total			Increase	*315,021*	
			General Fund Total			Increase	*315,021*	
			COMMUNITY SERVICES					
			CARES FUNDING #107-2020	Community Services	CARES CRF #107-2020	001-0000-334.50-10	54,741	CDCVRF
			CARES FUNDING #107-2020	Community Services	CARES CRF #107-2020	001-3250-554.83-10	54,741	CDCVRF
			CARES CRF #107-2020 Grant Revenue rolled into FY21, for Covid-19 related assistance.					
			Community Development Department Total			Increase	54,741	
			Community Development Department Total			Increase	54,741	
			UTILITIES					
21-039	421	Amendment	Additional Funds for Project WS20GT	ENG	Fund Balance	421-0000-389.99-50	200,000	WS20GT
21-039	421	Amendment	Gravity Thickeners Project WS20GT	ENG	Infrastructure	421-4055-536.63-00	200,000	WS20GT
			This project was included on the Tracking Sheet with BAF# 21-034, however the monies were not listed on the BAF no the Agenda Cover Memo. Therefore this adjustment is the correction.					
						Increase	200,000	
			Utilities Department Total			Increase	200,000	
			Water Sewer Fund Total			Increase	200,000	
			Water Sewer Fund Total			Increase	200,000	

City of Cocoa Budget Adjustment Form FY 2021 - 21-039-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 12/17/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 315,021	001-0000-389.99-50		General Fund Balance	$ 0	$ 0	$ 315,021	$ 0
$ 54,741	001-0000-334.50-10		CARES Funding CRF#107-2020	$ 0	$ 0	$ 54,741	$ 0
$ 200,000	421-0000-389.99-50		Water/Sewer Fund Balance	$ 0	$ 0	$ 200,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 569,762	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 315,021			See Tracking Sheet	$ 0	$ 0	$ 315,021	$ 0
$ 54,741			See Tracking sheet	$ 0	$ 0	$ 54,741	$ 0
$ 200,000			See Tracking Sheet	$ 0	$ 0	$ 200,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 569,762	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Additional funding is needed for several projects being rolled into FY21 from FY20. In addition, the Water Sewer Project WS20GT was included on the Tracking Sheet for BAF# 21-034, however the total was not listed on the Agenda Memo. The Revenue and Expense related to CARES CFR #107-2020 needed to be re-budgeted in FY21. Agenda 21-4.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 01/12/21 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

12/17/20 Lora Howell Digitally signed by Lora Howell Date: 2020.12.17 11:46:29 -05'00'	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.12.17 15:11:23 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.12.17 15:09:22 -05'00'	12/17/20 Lora Howell Digitally signed by Lora Howell Date: 2020.12.17 11:46:58 -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 #: _____

Approved 07/13

Revised eform 9/18/20 - IT

Legislation Details (With Text)

File #:	21-67	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	1/5/2021			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Approval of revised COVID-19 Emergency Paid Sick Leave and Expanded Family Medical Leave Policies extending benefits through March 31, 2021. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	Cocoa PSL Policy (Revised 1-12-21) Emergency Responder List (Revised January 2021).pdf COVID-19 PUBLIC HEALTH EXPANDED FMLA LEAVE POLICY (Revised 1-12-21).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 5, 2021
Agenda Date: January 12, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of revised COVID-19 Emergency Paid Sick Leave and Expanded Family Medical Leave Policies extending benefits through March 31, 2021.

BACKGROUND:

On March 18, 2020, the Families First Coronavirus Response Act (FFCRA) was passed into federal law requiring certain employers and governmental entities to provide their employees with paid sick leave (PSL) and expanded family and medical leave (EFML) for specified reasons related to COVID-19 if unable to work, including telework. On April 1, 2020, an Emergency City Council Meeting was held to implement a City of Cocoa employee policy to offer the covered benefits under the federal law.

Specifically, the FFCRA allows for up to eighty (80) hours of PSL and up to 12 weeks of EFML for school closures related to COVID. As part of the policy adopted by City Council, there are certain exclusions in the policy for emergency responders for the City to help maintain essential public services and City Council approved a list of those excluded. The list was subsequently updated based on guidance from the Cybersecurity and Infrastructure Security Agency (CISA) which executes the Secretary of Homeland Security's authorities to secure critical infrastructure. The updated list of emergency responders is attached to the agenda item.

The initial federal law and policy provisions applied the policy eligibility period from April 1, 2020 through December 31, 2020. On December 21, 2020, federal legislation passed the Consolidated Appropriations Act, 2021. As part of this Act, the FFCRA was extended with a new policy end date of March 31, 2021 to allow tax credits for private employers through this date. The City is not eligible for tax credits but has been working for CARES Act reimbursement for leave of absences related to the FFCRA through December 31, 2020. City staff will continue to seek reimbursements, as allowed under grant eligibility. However, at this time we are unsure of what will be allowable for reimbursement or how much this benefit will be utilized through March.

Staff recommends for City Council to revise the City's policy end date to match the federal legislation of March 31, 2021. Approval of this policy revision will allow for employees the ability to use any unused PSL and EFML that were remaining. Any employees that have eligible COVID related leaves between January 1 and January 11, 2021 will be adjusted accordingly. Extending this policy will not grant an additional benefit to those that have already exhausted their FFCRA benefits. The main goal with these policies is to help reduce the spread of the Coronavirus in the workplace. Staff will continue to monitor legislative changes and if there are future changes this policy will be brought back to City Council for future revisions or cancellation.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

The salary's for individuals that should need to use the sick time will be absorbed through the department's payroll.

PREVIOUS ACTION:

At an Emergency City Council Meeting on April 1, 2020, City Council approved the COVID-19 Emergency Paid Sick Leave and Expanded Family Medical Leave policies beginning April 1, 2020 through December 31, 2020.

RECOMMENDED MOTION:

Approval of revised COVID-19 Emergency Paid Sick Leave and Expanded Family Medical Leave Policies extending benefits through March 31, 2021.

City Manager's Office
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8660 I Fax: (321) 433-8690

To: City of Cocoa Employees
Date: January 12, 2021
Re: COVID-19 EMERGENCY PAID SICK LEAVE POLICY - EXTENSION

Due to the national emergency surrounding the COVID-19 pandemic, the Families First Coronavirus Response Act (FFCRA) was approved by federal legislation, which includes the Emergency Paid Sick Leave Act. This Act requires employers with 50-500 employees and government employers to provide their employees Emergency Paid Sick Leave (EPSL) under this policy beginning April 1, 2020 until March 31, 2021.

ELIGIBILITY

All City of Cocoa employees with exception of positions identified by the City as emergency responders (as permissible under applicable law and regulations) are eligible for two weeks of paid sick time for specified reasons related to COVID-19. Exempted positions, at the discretion of the Department Director, depending on department operational needs and the ability to continue services, may be included on a case-by-case basis.

AMOUNT OF EPSL

Eligible full time employees, shall be eligible to take up to 80 hours (*i.e.*, 2 weeks) of EPSL.

Part time employees, shall be eligible to take a prorated amount of EPSL based on the number of hours that the employee works, on average over a two-week period.

For example, if an employee generally works 20 hours per week, then they will be eligible to take up to 40 hours of EPSL beginning April 1, 2020.

EPSL is in addition to any other paid sick time or paid time off offered by the City of Cocoa.

REASONS FOR USE

An employee may use EPSL for the following reasons, and **only** these reasons:

1) If the employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;

2) If the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;

3) If the employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;

4) If the employee is caring for an individual who is subject to an order as described in reason for use #1 or who has been advised as described in reason for use #2;

5) If the employee is caring for your child because the child's school or place of care has been closed, or the child's care provider is unavailable, due to COVID-19 precautions (Child is defined in the Expanded Family Medical Leave Policy.);

6) If the employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

PAY FOR EPSL

Reasons # 1-3 Above: Absences for reasons #1-3 will be paid at 100% of your regular rate of pay or the applicable minimum wage (whichever is greater), subject to a maximum of $511 per day, and a maximum of $5,110 in total.

Reasons #4-6 Above: Absences for reasons #4-6 will be paid at a rate of at least 2/3 of your regular rate of pay, subject to a maximum of $200 per day, and a maximum of $2,000 in total.

Employees receiving leave benefits under EPSL whose daily or weekly rates of pay exceeds the policy maximum allowances have the option to supplement their pay by utilizing their existing accrued vacation, sick, or other leave available.

NOTICE AND USE

The employee should provide notice of their first need to use EPSL as soon as practicable. After the first workday (or portion of a workday) of EPSL used, the employee must follow the City of Cocoa's usual reporting procedures for absences and fill out an EMERGENCY PAID SICK LEAVE ELECTION FORM.

The employee is required to provide Human Resources appropriate documentation in support of the reason for the leave, such as the source of any quarantine or isolation order, or the name of the health care provider who has advised you to self-quarantine. For example, this documentation may include a copy of the Federal, State or local quarantine or isolation order related to COVID-19 applicable to you; written documentation by a health care provider advising the employee to self-quarantine due to concerns related to COVID-19.

An employee requesting to take paid sick leave or expanded family medical leave under reason #5 above to care for his or her child must provide the following information in the leave request: (1) the name of the child being cared for; (2) the name of the school, place of care, or child care provider that is closed or became unavailable due to COVID-19 reasons along with a notice a notice of closure or unavailability from the employee's child's school, place of care, or child care provider, including a notice that may have been posted on a government, school, or day care website; published in a newspaper; or emailed to the employee from an employee or official of the school, place of care, or child care provider; and (3) a statement representing that no other suitable person is available due to care for the child during the period of requested leave.

With exception to reason #5 above, unless you are teleworking, once you begin taking paid sick leave for one or more of these qualifying reasons, you must continue to take paid sick leave each day until you either (1) use the full amount of paid sick leave or (2) no longer have a qualifying reason for taking paid sick leave. This limit is imposed if you are sick or possibly sick with COVID-19, or caring for an individual who is sick or possibly sick with COVID-19. The intent of FFCRA is to provide such paid sick leave as necessary to keep you from spreading the virus to others.

If you no longer have a qualifying reason for taking paid sick leave before you exhaust your paid sick leave, you may take remaining paid sick leave at a later time, until March 31, 2021, if another qualifying reason occurs.

NO CARRY OVER OR CASH-OUT

Unused EPSL does not carry over after March 31, 2021; and will not be cashed out at any time during employment or upon separation of employment.

April 1, 2020 – Approved by City Council
January 12, 2021 – Extension approved by City Council

City of Cocoa

Families First Coronavirus Response Act

Critical Infrastructure/Emergency Responder Positions

- Apprentice Electrician
- Apprentice Operator
- Asst to Building Official/Building Inspector
- Backflow Technician
- Building Inspector
- Building Official
- Certified Operator “C”
- Certified Operator “B”
- Certified Operator “A”
- City Manager
- Code Enforcement Positions
- Communications Dispatcher
- Crew Leaders in Utilities and Public Works
- Customer Service Field Representative
- Custodial Worker
- Department Directors
- Electrician I/II
- Environmental Analyst I
- Environmental Analyst II
- Fire Department (Certified)
- Heavy Equipment Operator
- Industrial Electrician I/II
- Maintenance Worker I/II
- Mechanic I/II
- Meter Reader
- SCADA Analyst
- Sludge Equipment Operator
- Supervisor II/III
- Sworn Police Positions
- Utility Line Locator
- Utility Mechanic I/II
- Valve Operator

City Manager's Office
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8660 I Fax: (321) 433-8690

To: City of Cocoa Employees
Date: January 12, 2021
Re: COVID-19 PUBLIC HEALTH EXPANDED FMLA LEAVE POLICY EXTENSION

Due to the national emergency surrounding the COVID-19 pandemic, the Families First Coronavirus Response Act (FFCRA) was approved by federal legislation, which includes the Emergency Family and Medical Leave Expansion Act. This Act requires employers with 50-500 employees and government employers to provide their eligible employees the opportunity to take leave under the Expanded Family and Medical Leave Act (EFMLA). The leave is provided for employees if they need time off from work because their child's school or daycare has been closed due to the COVID-19 public health emergency. The effective dates of this policy are April 1, 2020 until March 31, 2021. This policy describes how this FMLA Legislation will be implemented for City of Cocoa employees.

Eligibility. Employees who have worked for the City of Cocoa for at least 30 calendar days before the leave is to begin, are eligible to take up to 12 weeks of job-protected leave during the period between April 1, 2020 to March 31, 2021 due to a Qualifying Need related to a Public Health Emergency. The Act and ensuing guidance specifically exempts Emergency Responder from this Policy, to the extent permissible under applicable law and regulations. Exempted positions, at the discretion of the Department Director, depending on department operational needs and the ability to continue services, may be included on a case-by-case basis.

Amount of Leave. Up to 12 weeks of leave in a 12- Month period as defined in the City of Cocoa FMLA policy. This is not an additional 12 weeks of FMLA leave. Rather, it is an additional reason to use FMLA leave. If an eligible employee has already used some FMLA leave within the last 12-months, then any remaining FMLA leave may be used for this new reason. If eligible employee has already used all 12 weeks of his/her FMLA leave entitlement for other reasons within the last 12 months, then no additional leave is available for this new reason.

Qualifying Need. A Qualifying Need is where an employee is unable to work, including telework due to a need to care for the employee's child under 18 years of age or incapable of self-care because of a mental or physical disability because the child's school or place of care has been closed, or the child's care provider is unavailable, due to a Public Health Emergency. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

Public Health Emergency means an emergency with respect to COVID-19 declared by a federal, state, or local authority.

Unpaid Leave. The first 10 workdays of Public Health Emergency Leave under the EFMLA is unpaid. However, you may elect to use any available vacation, Compensatory Time, paid sick time (including

Emergency Paid Sick Leave) or any other type of paid leave that is available to you during this otherwise unpaid leave period.

Paid Leave. After the first 10 workdays, you will be paid for up to 10 weeks of leave at a rate of at least 2/3 of your regular rate of pay (subject to a maximum cap of $200 per workday and $10,000 total over the 10-week period). Employees receiving leave benefits under EFMLA whose daily or weekly rates of pay exceeds the policy maximum allowances have the option to supplement their pay by utilizing their existing accrued vacation, sick, or other leave available.

> *Examples:*
> *If your hourly rate is $20 per hour, and you are regularly scheduled to work 40 hours per week, then after your first 10 workdays of leave you will be paid the gross amount of $533.33 per week for up to 10 weeks.*
> *If you earn a salary of $40,000 per year, then after your first 10 workdays of leave you will be paid the gross amount of $512.82 per week for up to 10 weeks.*

Note: if you already have used some FMLA leave during the 12-month period for other FMLA-protected reasons, then you will not have a full 10 weeks of paid Public Health Emergency Leave.

Notice. An employee should notify Human Resources of their need to take Public Health Emergency Leave as far in advance as is practicable under the circumstances, and complete the City of Cocoa **COVID-19 PUBLIC HEALTH EXPANDED FMLA LEAVE ELECTION FORM.** An employee requesting to take expanded family medical leave to care for his or her child must provide the following information in the leave request: (1) the name of the child being cared for; (2) the name of the school, place of care, or child care provider that is closed or became unavailable due to COVID-19 reasons along with a notice a notice of closure or unavailability from the employee's child's school, place of care, or child care provider, including a notice that may have been posted on a government, school, or day care website; published in a newspaper; or emailed to the employee from an employee or official of the school, place of care, or child care provider; and (3) a statement representing that no other suitable person is available due to care for the child during the period of requested leave.

Intermittent and Reduced Schedule Leave. If you are prevented from working or teleworking your normal schedule of hours because you need to care for your child whose school or place of care is closed, or child care provider is unavailable, because of COVID-19 related reasons, an intermittent or reduced schedule may be an option. Generally, intermittent EFML should be permitted with mutual agreement between you and your manager. This type of leave request can be done using the **COVID-19 PUBLIC HEALTH EMERGENCY FMLA LEAVE ELECTION FORM** and attach a schedule outlining your request.

Benefits. During an approved Public Health Emergency Leave, the City will maintain your group benefits under the same conditions as if you had continued to be actively employed.

Reinstatement. Upon return from a Public Health Emergency Leave that does not exceed the maximum available leave, you will be reinstated to the same position or a comparable position, subject to any applicable exceptions. However, you have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken the leave.

April 1, 2020 – Approved by City Council
January 12, 2021 – Extension approved by City Council

Legislation Details (With Text)

File #:	21-49	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Public Hearing	
File created:	12/22/2020		**In control:**	City Council	
On agenda:	1/12/2021		**Final action:**		
Title:	Consideration of a Binding Development Agreement between the City of Cocoa, Florida and M&R United, Inc. consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building type with retail development and a drive-thru use, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Development Agreement 12-9-20 Draft.pdf Exhibit B - Concept Plan (Final) 12-8-20.pdf Exhibit C - Building Elevations.pdf Exhibit D - Conceptual Landscape Plan 12-7-20.pdf Exhibit E - Traffic Impact Study.pdf Location Map.pdf Legal Ad Proof.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2020
Agenda Date: January 12, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Consideration of a Binding Development Agreement between the City of Cocoa, Florida and M&R United, Inc. consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building type with retail development and a drive-thru use, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District.

BACKGROUND:

The development agreement encompasses one parcel of land located between the east and west bound lanes of State Road 520 in Cocoa Village. The parcel is bound on the east by the Indian River Lagoon and on the west by Delannoy Ave. The parcel is addressed as 100 Delannoy Ave. and is further identified as Parcel ID: 24-36-33-06-*-7. The property has an unoccupied building, built in 1959, which was the former site of the SunTrust bank lobby and office.

The property owner desires to redevelop the site by constructing a Single-Story Commercial Building consisting of 2 retail spaces, each with 1, 713 sq.ft., and a Quick Serve Restaurant space totaling 2,500 sq.ft. with a drive-thru facility, which must be limited to a nationally recognized coffee shop chain.

The proposed Development Agreement is attached as Exhibit A. The Applicant has submitted a Concept Plan (Exhibit B) showing the proposed Single Story Commercial building with a drive-thru facility. In addition the following exhibits are attached: Exhibit C - Building Elevations, Exhibit D - Conceptual Landscape Plan and Exhibit E - a Traffic Study.

Of special note: a “drive thru facility” use requires approval of a Special Exception by the Board of Adjustment (BOA). The Applicant submitted a Special Exception application which was heard by the BOA on December 16, 2020. The Board voted to approve the Special Exception for the drive thru use with the following conditions:

1. The Special Exception shall not be effective until the applicant has secured all the permits and approvals necessary for any development related to the Special Exception, such as site plan approval. Such permits shall be obtained within one (1) year of the Board’s approval.

2. If the use is extended, enlarged, or expanded, a Special Exception approval shall be required.

3. Approval of the Special Exception shall be dependent upon City Council approval of the related Development Agreement and subject to all terms and conditions contained therein.

Future Land Use Designation: Mixed-Use

Zoning District: CBD (Central Business District) and the Waterfront Sub-district of the Cocoa Waterfront Overlay District

Existing Land Use: Vacant commercial building

Council District: District 1 - Councilmember Alex Goins

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Mixed-Use	CBD and Waterfront S district	Offices and residentia condominium
South	Mixed-Use	CBD-CVO and Water Sub-district	Retail and other commercial uses
East	none	none	Indian River Lagoon
West	Mixed-Use	CBD and Cocoa Villa Sub-district	SunTrust bank with dr thru

Consistency with Code of the City of Cocoa

Consistent with Appendix A, Article XIII, Section 1(D), "All site plans shall be required to meet all current applicable code requirements."

The retail use is permitted under both the CBD and Waterfront Sub-district regulations. Under the CBD zoning district, the drive-thru facility use requires approval of a Special Exception by the Board of Adjustment (BOA). The applicant has submitted a Special Exception application which will be heard by the BOA on December 16, 2020 and will be conditioned upon City Council approval of the Development Agreement.

The bulk regulations of the CBD zoning district regulations are superseded by the regulations of the Cocoa Waterfront Overlay District (CWOD). The applicant proposes to construct a new building on the subject property under the "Single-Story Commercial Building" type as allowed under the Waterfront Sub-district of the CWOD.

The concept plan indicates that the proposed building will be under the 60% maximum of lot coverage and occupy a similar footprint location as the existing building. The "Single-Story Commercial Building" type has a maximum building height of one (1) story with a maximum of twenty (20) feet. The minimum frontage buildout required (50%) will be decreased by the development agreement to 0 for the east side, 23% for the north side and 16% for the south side.

The subject property currently has pedestrian access along the north, west and south property lines using existing sidewalks. The east side of the property abuts city right-of-way for Riveredge Blvd. A sidewalk in this location is not recommended as it would take pedestrians across the primary vehicle access point on the north side of the property.

Vehicle access is currently provided at five (5) locations: two on the north side (Willard St.), one on the west side (Delannoy Ave.) and two on the south side (King St.). The applicant consulted with the Florida Department of Transportation (FDOT) regarding access to the site from State Road 520. The concept plan for the redevelopment of this parcel addresses their feedback through the closing of three (3) of these access points. There will remain one access from Willard St. at the northeast corner of the parcel and one access from King St. at the southeast corner. A deceleration lane will be added along the south side of the parcel to move traffic slowing on King St. out of the thru-traffic lane before entering the parcel.

The Traffic Study submitted by the Applicant indicates that additional modifications to the site are necessary to ensure safe ingress and egress to the site. A section detailing these modifications was added to the draft development agreement including the addition of a raised pork-chop (median) to be installed on Willard St. just after the turn onto Riveredge Blvd.in order to create a deceleration lane for traffic slowing on Willard St. to move out of the thru-traffic lane.

In addition, the Applicant was asked to address whether any negative safety impacts to motorists on SR 520 might arise due to queuing of the proposed drive-through. The Applicant's Traffic Study has demonstrated that, given anticipated wait times in the drive through and the location of the ingress/egress points on the site (which allow further queuing into the parking aisles if necessary), drive-through queuing/stacking should not occur to an extent that it may extend onto SR 520 and cause traffic hazards.

The parking requirements for retail use are one space per 600 sq.ft. Therefore the retail component of the use would require 6 parking spaces. The parking requirements for a fast-food restaurant with drive-thru use are one space per 200 sq.ft. plus 5 stacking spaces for the drive-thru, therefore the drive-thru use would require 18 spaces. The concept plan shows that the existing parking lot will be modified only slightly and will provide a total of 46 parking spaces, significantly above the number required.

The concept plan for landscaping provides a landscape buffer along all sides of the parcel. The east side of the parcel along with portions of the north and south sides will have a stormwater detention swale so landscaping along those areas will be moved back closer to the parking areas than would otherwise be the case. In addition, stormwater swales have been incorporated along the north and south sides of the property in the landscape buffer zone. However, there will be sufficient space to allow for installation of Florida-Friendly plantings. The west side of the parcel along with the remaining portions of the north and south sides contain the drive-thru stacking lane and the landscaping specific to that use.

The Cocoa Waterfront Overlay District, Article XI, Sec. 22(N), contains additional requirements for drive-thru establishments as follows:

(N) Drive Thru Establishments. Private frontage standards shall be met for drive thru establishments and must adhere to the following standards.

1) *Drive thru lanes shall be located in the rear of the building and not visible from any street.*
2) *Drive through lanes should be integrated into the building.*
3) *When access to a drive-thru facility from the rear of a site is not possible, then a side drive-thru is permissible provided that all of the following requirements are met:*

   a) *Drive-thru facilities shall be screened to minimize visual and noise impacts to residences and to preclude visibility from any streets or sidewalks. A masonry wall and landscape buffer shall screen drive-thru facilities. The wall shall be one foot higher than the facilities being screened on all sides where access is not needed;*

   b) *No portion of queuing or access lanes or driveways shall be located between the building and the street or within 40 ft. from the primary façade of the building; and*

   c) *Corner lots, the drive-thru shall be located on the side of the building that is furthest from the corner.*

The City recognizes the difficulty of meeting these requirements on a property that is bounded on all sides by public right-of-way. For that reason, the Developer has proposed to enter into the Development Agreement attached as Exhibit A, which would grant waivers for several of these requirements. Any future permitting shall be guided by the Concept Plan and Building Elevations attached thereto, including the proposed hedge buffer for the drive-through area. No masonry wall surrounding the entire drive thru lane passage will be provided, which may not be aesthetically pleasing. Instead a vegetative hedge will be installed to provide visual screening of vehicles in the drive thru lane and to help reduce the noise amplification that would be created by sound bounce-back from a solid masonry wall. Through the Development Agreement, the Applicant has proposed to provide a public parking easement for the parking lot on the property after the close of business hours for the nationally recognized coffee shop chain anchor tenant.

The submitted concept plan provides a four (4) foot landscape screen (hedge) along the north, east and south sides of the drive-thru stacking lanes. The plan also shows a concrete wall at the northwest and southwest corners of the parcel which would tie in to the hedge to provide additional screening at the corners.

Consistency with Comprehensive Plan Policies and Objectives

Policy 1.1.4.1: The City shall continue to promote vitality and redevelopment of the three community redevelopment areas established pursuant to Chapter 163, F.S.: Cocoa (Downtown) Redevelopment Area, Diamond Square Redevelopment Area and U.S. 1 Corridor Redevelopment Area.

Policy 1.1.4.2: The highest densities and intensities of use in the Cocoa Redevelopment Area are in the Central Business District (CBD), designated commercial areas to the northwest of the CBD, designated mixed-use along US 1 and SR 520, and designated high-density residential areas as shown on the Future Land Use Map

Policy 1.1.4.3: The City shall redevelop the Central Business District as a viable business district while preserving the historic character of Cocoa Village and of adjacent historic resources, housing and residential neighborhoods, and with protecting natural resources.

Objective 1.2.1: Smart Growth Principles. New development in the City shall incorporate “Smart Growth” principles that will lead to compact development standards as opposed to conventional development standards that encourage urban sprawl.

Policy 1.2.1.2: Development in the Mixed-Use land use category shall provide pedestrian-friendly street design (examples: buildings close to street; providing porches, windows and doors oriented to the street; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

Policy 1.2.1.7: Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and sites and human-scale architecture and amenities, especially at street level.

STRATEGIC PLAN CONNECTION:

Goal 3: Increase the economic prosperity of Historic Cocoa Village.
Objective 3.1: Ensure that there is adequate parking available to meet the needs of the downtown business patrons.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item on December 15, 2020.

RECOMMENDED MOTION:

APPROVAL of a Binding Development Agreement between the City of Cocoa, Florida and M&R United, Inc. consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building type with retail development and a drive-thru use for a nationally-recognized coffee shop chain, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

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

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

DRAFT

CITY OF COCOA

M&R UNITED, INC. DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed this _____ day of _____, 2021, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **M&R UNITED, INC.,** a Florida corporation ("Developer"), whose address is 402 High Point Drive, Suite 101, Cocoa, Florida 32926.

WITNESSETH:

WHEREAS, Developer is the owner of approximately 1.23 acres, more or less, of real property located between Willard Street and King Street, and bounded by River Edge Boulevard on the east and Delannoy Avenue on the west, in the Central Business District, Cocoa Waterfront Overlay District, Waterfront Subdistrict, Cocoa, Brevard County, Florida, with Tax Parcel ID, 24-36-33-06-*-7, more particularly described herein in **Exhibit A** ("Property"); and

WHEREAS, this Agreement implements and is consistent with the Cocoa Community Redevelopment Agency's 2018 Community Redevelopment Plan, which on page 69 of the Plan identifies the Property as one of three catalytic redevelopment sites in the Community Redevelopment Area, the redevelopment of which is key due to outdated land use or building design, and which recommends that the City to work with the current property owners to determine the highest and best use for the site; and

WHEREAS, the Developer desires that the Property be developed into a single-story commercial building, as defined in Appendix A, Zoning, Article XIII, Section 22, with a nationally-recognized coffee shop chain as the anchor tenant with a drive-through; and

WHEREAS, the City recognizes the challenges of developing a single-story commercial building with a drive-through on a property to serve a nationally-recognized coffee shop chain that is bounded on all sides by public right-of-way in the Cocoa Waterfront Overlay District; and

WHEREAS, the City Council desires to enter into this Agreement to allow for the development of a drive-through on the Property to serve a nationally-recognized coffee shop chain, while requiring certain mitigative strategies and significant enhancements to the Property to bring the overall quality of the proposed development above and beyond the minimum requirements set forth in the land development regulations and to serve the public health, safety, and welfare of the citizens and visitors of the City; and

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

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

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Project Description and Requirements. Developer shall, at its expense, design, permit and construct a single-story commercial building on the Property, which shall consist of a retail strip center, anchored by a nationally-recognized coffee shop chain with a drive-through store. In addition, the project shall require parking to support the retail strip center; stormwater treatment and retainage as required by the City Code, City of Cocoa Comprehensive Plan, and St. John's River Water Management District requirements for a parcel of this size; and signage. The project will also require the closure of three existing vehicle access points to the Property, with only two access points remaining, and the construction of certain traffic entry decel lanes and facilities. The retail center, including all supporting parking, infrastructure, and traffic facilities shall be constructed in a single phase. The Project is generally depicted on the Concept Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit B** ("Concept Plan"). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

(Hereinafter the project description and requirements are referred to as the **"Project"**).

4.0 Concept Plan. The Project shall be substantially developed in accordance with the Concept Plan which is attached hereto as **Exhibit B**, subject to the City's Board of Adjustment's approval of a special exception for a drive-through. The Concept Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property, provided that a special exception for a drive-through is approved. The Concept Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project, provided that a special exception for a drive-through is approved with the attached Concept Plan. Developer shall have the obligation to further submit and obtain the City's approval of a special exception for a drive-through facility **("Special**

Exception") and final site plan and final engineering plans (**"Final Engineering Plans"**) consistent with the Concept Plan in all material respects and in compliance with the City Code. The City and Developer expressly acknowledge and agree that the Concept Plan attached as Exhibit B was prepared prior to submittal and approval of attendant engineering plans and approval of a special exception application for a drive-through. The City agrees to process said Special Exception application consistent with the requirements of the City Code and law. Nothing contained herein shall be construed or interpreted as requiring the Board of Adjustment to approve said application. The Board of Adjustment will consider and act upon said application at its discretion at appropriate public hearings pursuant to the requirements of law. If the Special Exception application is denied by the Board of Adjustment, Developer acknowledges that a modification to this Agreement and the attached Concept Plan shall be required and a new Special Exception application may be presented to the Board of Adjustment. In addition, with respect to Final Engineering Plans, while the City recognizes this Concept Plan may be reasonably modified during the application and approval process for Final Engineering Plans to accommodate necessary changes related to drainage and other engineering concerns, any such modification may not include (a) a different use of the Property; (b) a reduction in the required enhancements as provided in Sections 3.0 and 7.0; or (c) a deviation from any condition provided herein. Developer acknowledges and agrees that the Concept Plan was not created with specific surveyed dimensions and that during the Final Engineering Plan process such dimensions shall be surveyed, duly engineered, and provided to the City for consideration under applicable City Codes. The Concept Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the building, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Concept Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Concept Plan.

5.0 Building Elevations. The building shall be constructed substantially in accordance with the building elevations depicted and set forth on **Exhibit "C,"** which is attached hereto and incorporated herein by this reference (**"Building Plans"**). Further, other aspects of the building façade and roof lines, color scheme, and architectural features depicted on the building may have to be adjusted during the City's final review and approval procedures to satisfy the requirements of the City Code.

6.0 Future Permitting. Upon the Effective Date of this Agreement, the Developer, at its expense, may prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain a Special Exception for a drive-through facility and Final Engineering Plan approval for the Project consistent with the Concept Plan. The Developer shall diligently pursue and complete, in good faith, approval of the Final Engineering Plans within twelve (12) months of approval of the Special Exception Application. Further, Developer shall receive building permits and substantially commence vertical construction of the Project, which shall at minimum include building foundations, within eighteen (18) months of the approval of the Special Exception Application. If the Developer

fails to meet the development timelines provided herein or permanently abandons construction of the Project, the City shall have the right to declare the Developer in default pursuant to Section 26.0 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty. The Developer shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which are required in order to permit the Project in compliance with local, state, and federal law. The Developer shall be responsible for all recording fees associated with this Agreement.

7.0 Project Enhancements. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 9.0 below, the Developer agrees to incorporate the following development enhancement into the final site plan as follows:

(a) The Developer shall provide a public parking easement in a form acceptable to the City Attorney to allow for public parking in the parking lot on the Property after the close of business hours for the nationally-recognized coffee shop chain anchor tenant. The City shall be permitted to install signage identifying the availability for public parking.

8.0 Traffic Modifications. The Developer has provided a Traffic Impact Study based upon the proposed Concept Plan. The Traffic Impact Study indicates that certain roadway modifications are necessary to ensure safe ingress and egress to the Property. Accordingly, the Developer shall be required to (i) install traffic separators and install a raised pork chop in the right-of-way where River Edge Boulevard separates from Willard Street to ensure that drivers exiting the Property onto westbound Willard Street are comfortable that drivers exiting Willard Street onto River Edge Boulevard will not continue straight past the River Edge Boulevard turn off and into the Property; and (ii) widen and construct a deceleration lane leading to the Property entrance off of Willard Street after the River Edge Boulevard pork chop. However, the Developer acknowledges and agrees that the pork chop and traffic separators may need to be removed by the City in the future if the City improves River Edge Boulevard into a two-way street, which would allow traffic exiting the Cocoa Village to turn west onto Willard Street/SR520 westbound from River Edge Boulevard.

9.0 Variances and Waivers. In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 7.0, the City Council hereby approves the following variances and waivers from the City Code:

(a) Appendix A Zoning, Article XI, Section 22 (N) Cocoa Waterfront Overlay District Drive Thru Establishments. Drive thru lanes shall not be required to be located in the rear of the building and to not be visible from any street. The drive thru facility shall be screened to minimize visual and noise impacts with a landscape buffer as shown in the Concept Plan and Elevations provided in Exhibit C. Queuing or access lanes may be located between the building and the street and within 40 feet of the primary façade of the building.

(b) Appendix A Zoning, Article XI, Section 22 (I) Building Types. The minimum frontage buildout of fifty percent (50%) shall be decreased to 0 for the east, 23% north and 16% south boundaries of the Property.

(c) Appendix A Zoning, Article XI, Section 22 (M) Mechanical and Service Areas. The utility and mechanical equipment such as electrical, plumbing, and communications equipment as well as service areas, such as truck parking, waste disposal and loading docks, shall be as depicted on the Concept Plan, and shall not be located behind the façade, integrated into the overall mass of the building, and concealed from view from any lot frontage by parapets or recessed into hips, gables, parapets, or similar features. Exhaust air fans and louvers on façades may be permitted on Primary Frontages.

(d) Appendix A Zoning, Article XIII, Section 22(C) Landscaping Requirements. The north, south, and east perimeter of the parcel shall include the use of Florida-Friendly, low-impact landscaping along the proposed swales in lieu of one (1) tree for each fifty (50) lineal feet and a two (2) foot continuous hedge.

10.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

11.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

12.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in Orlando, Florida.

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

DRAFT

14.0 **Entire Agreement; Exhibits**. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

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

16.0 **Effective Date**. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

17.0 **Recordation**. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

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

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

20.0 **City's Police Power**. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

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

22.0 **Third-Party Rights**. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

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

24.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

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

26.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement or an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.

27.0 Termination. In addition to those circumstances allowing termination as already provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction of the Project, which shall at minimum include building foundations, within eighteen (18) months of the Effective Date of this Agreement. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 26.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

28.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by

Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

29.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party.

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

For the City:
Mr. Stockton Whitten
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For Developer:

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

31.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of

Developer's obligations, commitments, representations, and warranties under this Agreement. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

[SIGNATURE PAGES FOLLOW]

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

City of Cocoa

By: _____
Jake Williams, Jr., Mayor

_____
Signature of Witness

_____
Printed Name of Witness

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

APPROVED AS TO FORM

ATTEST:

By: _____
Carie Shealy, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by Jake Williams,

DRAFT

Jr., the Mayor of the City of Cocoa, on behalf of the City, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

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

M&R United, Inc.

_____
Summit Shah, Vice President

_____
Signature of Witness

Date: _____

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (__) physical presence or (___) online notarization, this _____ day of _____, 2020, by Summit Shah, the Vice President of M&R United, Inc., a Florida corporation. He is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN

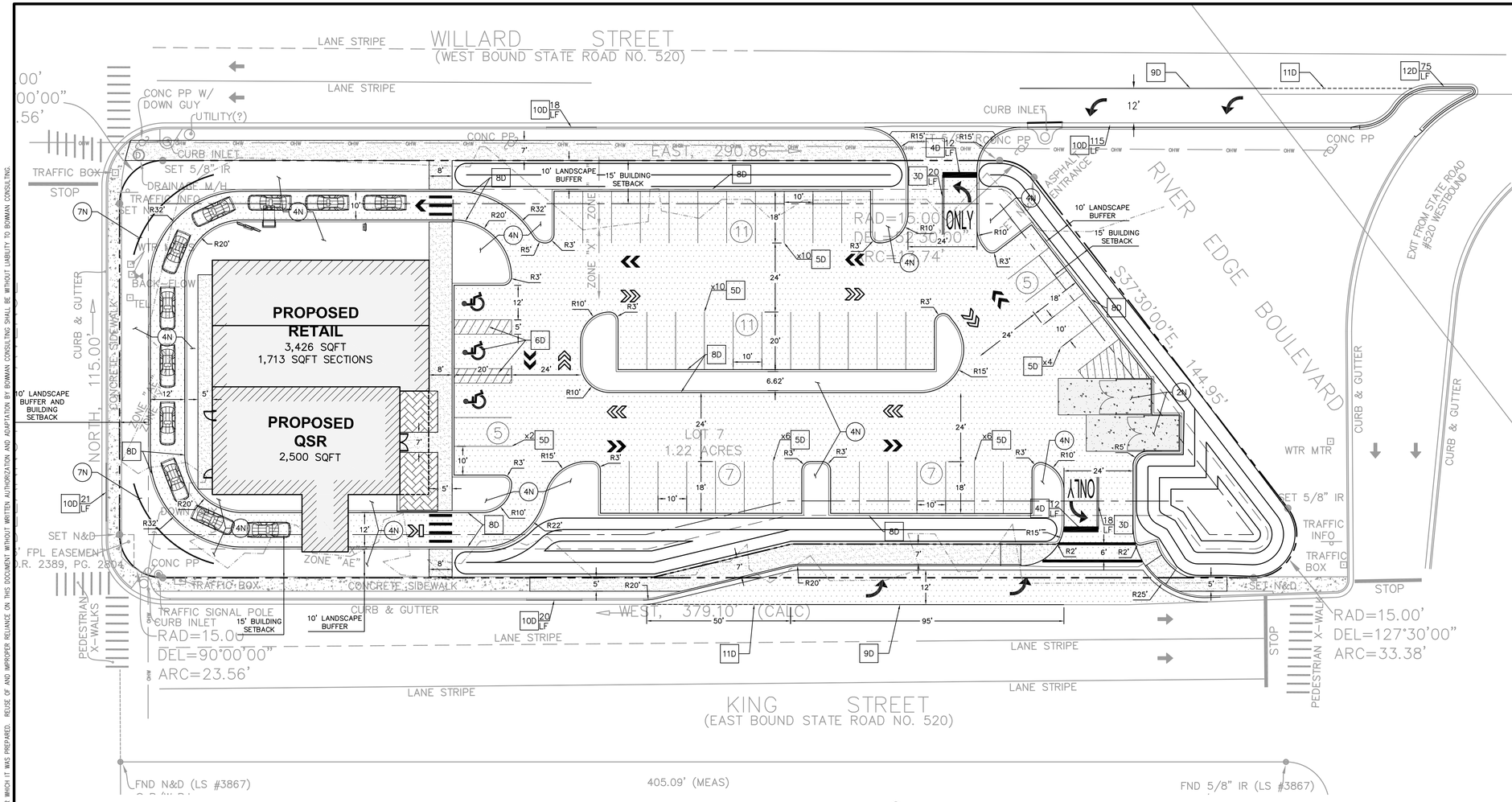
DRAFT

THIRTY (30) DAYS FROM THE DATE THAT THE CITY COUNCIL APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

DRAFT



GENERAL SITE NOTES

1. ALL PARKING DIMENSIONS SHOWN ARE TO THE FACE OF CURB.
2. ALL EXISTING EASEMENTS, RIGHTS-OF-WAY, AND LOT LINES MAY NOT BE SHOWN, REFER TO THE ALTA/ACSM LAND TITLE SURVEY PREPARED BY CLARSON & ASSOCIATES, INC. JUNE 6, 2017. CURRENT VERSION FOR COMPLETE BOUNDARY INFORMATION AND ASSOCIATED ENCUMBRANCES.
3. A PRE-CONSTRUCTION MEETING WITH COUNTY ENGINEER SHALL BE HELD PRIOR TO CONSTRUCTION COMMENCEMENT.
4. THIS PROJECT IS COMPRISED OF MULTIPLE LAND DONATIONS, DEDICATIONS, AND EASEMENTS WHICH HAVE BEEN OMITTED FROM THIS PLAN FOR CLARITY. REFER TO THE SURVEY PREPARED BY CLARSON & ASSOCIATES, INC. JUNE 6, 2017.
5. ST. JOHNS COUNTY SHALL BE GIVEN AT LEAST 48 HOURS NOTICE PRIOR TO PERFORMING ANY INSPECTIONS.
6. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE PROJECT PLANS, THE CURRENT EDITION OF THE FDOT DESIGN STANDARDS (600 SERIES) AND THE LATEST OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
7. DUMPSTER ENCLOSURE SHALL MEET THE REQUIREMENTS OF SECTION 6.06.04B(8) AND 6.06.04B(9) OF THE ST. JOHNS COUNTY LDC.
8. CONTRACTOR TO PROVIDE AS-BUILTS OF ALL IMPROVEMENTS TO THE SITE, PERFORMED BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA. AS-BUILTS TO INCLUDE HORIZONTAL AND VERTICAL LOCATIONS OF ALL UNDERGROUND UTILITIES INCLUDING, BUT NOT LIMITED TO, PIPES, FITTINGS, STRUCTURES, AND OTHER APPURTENANCES. ELEVATIONS OF PIPES AT CROSSING POINTS MUST BE SUFFICIENT TO IDENTIFY MINIMUM SEPARATION OF UTILITIES AS DEFINED BY F.A.C. RULE 62-555.314. IN ADDITION TO THE AFOREMENTIONED CRITERIA AS-BUILTS MUST MEET ALL LOCAL AND JURISDICTIONAL REQUIREMENTS FOR CERTIFICATION OF CONSTRUCTION.
9. SURROUNDING DEVELOPMENT AND ELEVATIONS WERE DETERMINED FROM DESIGN DRAWINGS BY OTHERS. CONTRACTOR TO FIELD VERIFY ALL ELEVATIONS AND DIMENSIONS PRIOR TO CONSTRUCTION AND CONTACT THE ENGINEER, IF DIFFERENT.
10. BILLBOARD AND POLE SIGNS SHALL BE PROHIBITED. GROUND AND FASCIA SIGNS SHALL COMPLY WITH ST. JOHNS COUNTY.
11. PROJECT WILL BE COMPLETED IN ONE PHASE IN COMPLIANCE WITH THE COMMERCIAL DESIGN STANDARDS SET FORTH IN THE ST. JOHNS COUNTY CODE.
12. IN ACCORDANCE WITH ANY VARIATIONS FROM COUNTY CODE MINIMUM STANDARDS REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE COUNTY COMMISSION ARE INVALID.
13. ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.
14. IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH ST. JOHNS COUNTY STAFF AFTER PLANS HAVE BEEN RELEASED FOR CONSTRUCTION BY THE COUNTY, AND PRIOR TO STARTING ANY SITE ACTIVITIES INCLUDING LAND CLEARING. THIS PRE-CONSTRUCTION MEETING WILL BE HELD IN CONJUCTION WITH THE ST JOHNS COUNTY UTILITY DEPARTMENT (SJCUD) MANDATORY PRE-CONSTRUCTION MEETING IF DONE PRIOR TO SITE ACTIVITY. HOWEVER, IF THE PROJECT FALLS OUTSIDE OF SJCUD JURISDICTION OR DOES NOT REQUIRE UTILITY WORK, PLEASE CONTACT CARL COLEE (DEPARTMENT REVIEW INSPECTORS SUPERVISOR) AT LEAST 48 HOURS IN ADVANCE TO SCHEDULE A MEETING. PHONE: (904) 209-0736, EMAIL: CCOLEE@SJCFL.US
15. A PERMIT IS REQUIRED FROM THE FIRE MARSHAL'S OFFICE FOR ALL FUEL TANKS CALL 904-209-1740 AND ASK FOR THE PLANS REVIEWERS. OUR OFFICE REQUIRES AN INSPECTION OF THE TANKS BEFORE COVER-UP. FOR ALL FUEL TANKS, PLEASE CONTACT JEAN RICHARDS, ENVIRONMENTAL PROGRAM SUPERVISOR, HAZARDOUS MATERIALS, CITY OF JACKSONVILLE (904-255-7137) AT LEAST 30 DAYS BEFORE INSTALLING THE TANK.
16. REFER TO ARCHITECTURAL PLANS FOR ALL SITE LIGHTING.
17. NO REPAIR AND/OR AUTOMOBILE SERVICE AREA IS PROPOSED FOR THIS SITE
18. THE SITE HAS HAD HISTORY OF PETROLEUM CONTAMINATION WITHIN THE SOIL AND GROUNDWATER. IN ORDER TO PREVENT ANY DISTURBANCE OR NEGATIVE HEALTH EFFECTS FROM ANY EXISTING CONTAMINATION PLUMES, PLEASE CONTACT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT (904)-256-1700 PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, CLEARING OR DISTURBANCE OF THE GROUND AND/OR ANY DEWATERING ACTIVITIES.
19. CONTACT ST. JOHNS COUNTY TRAFFIC DIVISION, HANK MEIN, 904-209-0170 OR SIGNAL LOCATE @ SJCFL.US FOR WORK WITHIN/BETWEEN/NEAR TRAFFIC LIGHT CONTROLLED INTERSECTIONS.
20. ALL SIGNAGE SHALL COMPLY WITH ARTICLE VII OF THE LAND DEVELOPMENT CODE.

SITE DATA

CURRENT LAND USE CLASSIFICATION:	COMMERCIAL, BANK
FUTURE LAND USE CLASSIFICATION:	–
CURRENT ZONING CLASSIFICATION:	CBD – CENTRAL BUSINESS DISTRICT
CURRENT LOCAL JURISDICTION:	CITY OF COCOA
OVERLAY DISTRICT:	COCOA WATER FRONT (WF)
FLOOD ZONE CLASSIFICATION:	ZONE AE – FEMA PANEL

NOTES

1N	POLE SIGN, PER ARCHITECTURAL PLANS
2N	DUMPSTER ENCLOSURE, PER ARCH PLANS, COLOR & FINISH SHALL MATCH BUILDING
3N	END CURB
4N	LANDSCAPE AREA (SEE LANDSCAPE PLANS)
5N	SITE LIGHTING (SEE LIGHTING PLANS)
6N	GREASE TRAP, SEE PLUMBING PLANS
7N	6' TALL MASONRY WALL

DETAILS

1D	36" X 36" STOP SIGN, PER FDOT STANDARD INDEX 11860
2D	30" X 36" RIGHT TURN ONLY SIGN, PER FDOT STANDARD INDEX 11860.
3D	DOUBLE YELLOW SOLID LINE STRIPE, PER FDOT STANDARD INDEX 17346, SEE LENGTH INDICATED AT SYMBOL
4D	24" WIDE WHITE THERMO PLASTIC STOP BAR, PER FDOT STANDARD INDEX 17346, SEE LENGTH INDICATED AT SYMBOL
5D	WHITE PARKING LOT STRIPING, PER FDOT STANDARD INDEX 17346
6D	ADA PARKING STRIPING, PER DETAIL SHEET D8.0
7D	ADA SIGN PER DETAIL SHEET D8.0
8D	TYPE "D" CURB, PER FDOT INDEX 300
9D	6" WIDE WHITE THERMO PLASTIC STRIPE, PER FDOT INDEX 17346
10D	TYPE "F" CURB, PER FDOT INDEX 300
11D	6" WIDE WHITE THERMO PLASTIC 2'-4' SKIP, PER FDOT INDEX 17346
12D	TYPE "A" CURB, PER FDOT INDEX 300

- HEAVY DUTY CONCRETE PAVEMENT
- STANDARD DUTY ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- STANDARD CONCRETE PAVEMENT (PARKING AREAS)
- CONCRETE PATIO AREA
- PAVEMENT MARKINGS, PER FDOT INDEX 17346
- SITE LIGHTING, PER PHOTOMETRIC PLAN RLA3

PROPOSED PARKING DATA

REQUIRED PARKING SPACES:	
QSR: 1 PER 4 SEATS PLUS 1 PER EMPLOYEE ON MAX SHIFT	
(84 SEATS/4) + 9 EMPLOYEES:	30 SPACES
RETAIL: 1 PER 600 GROSS SQUARE FOOTAGE	
(3426 SQFT/600):	6 SPACES
TOTAL REQUIRED PARKING:	36 SPACES
PROVIDED PARKING SPACES:	
QSR – STANDARD SPACES 10'x20'	34 SPACES
RETAIL – STANDARD SPACES 10'x20'	9 SPACES
ACCESSIBLE SPACES 12'x20'	3 SPACES
TOTAL PROVIDED PARKING SPACES	46 SPACES

PARKING NOTES

PARKING SHOWN CONTAINS 90° PARKING SPACES.
TYPICAL DIMENSIONS:
PROPOSED DIMENSION: WIDTH: 10'
CITY OF COCOA REQUIRED DIMENSION: WIDTH: 10'
PROPOSED DIMENSION: DEPTH: 20'
CITY OF COCOA REQUIRED DIMENSION: DEPTH: 20'

N

GRAPHIC SCALE
0 10' 20' 40'
(IN FEET)
SCALE: 1" = 20'

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www.callsunshine.com

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.

CAD file name: P:\010597 – Southeast Petro\010597-01-001 (ENG) – Starbucks – Cocoa Village (Willard St)\Engineering\Engineering Plans\010597-01-D-CP-001-04-C1.0-SIT.dwg 12/8/2020

Bowman CONSULTING
Certificate of Authorization License No. 30462
Bowman Consulting Group, Ltd.
4450 W. Eau Gallie Blvd
Suite 232
Melbourne, FL 32934
Phone: (321) 255-5434
Fax: (321) 255-7751
www.bowmanconsulting.com
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COVER SHEET
COCOA RETAIL DEVELOPMENT
100 DELANNOY AVENUE
COCOA, FL 32922
BREVARD COUNTY
CITY OF COCOA

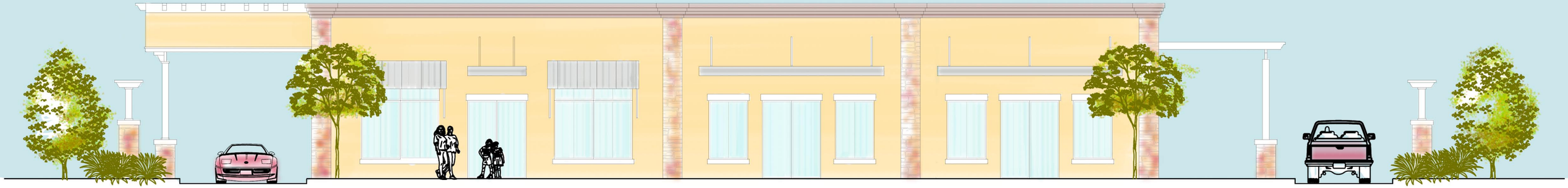
ANDREW J. PETERSEN LICENSE No. 75493 STATE OF FLORIDA PROFESSIONAL ENGINEER

ANDREW J. PETERSEN
LICENSE NO. 75493
12/08/2020

PLAN STATUS

DATE	DESCRIPTION	
ALW	ALW	AJP
DESIGN	DRAWN	CHKD

SCALE 1" = 20'
JOB No. 010597-01-001
DATE 12/08/2020
FILE 010597-01-D-CP-001-04-C1.0-SIT.DWG
SHEET C0



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



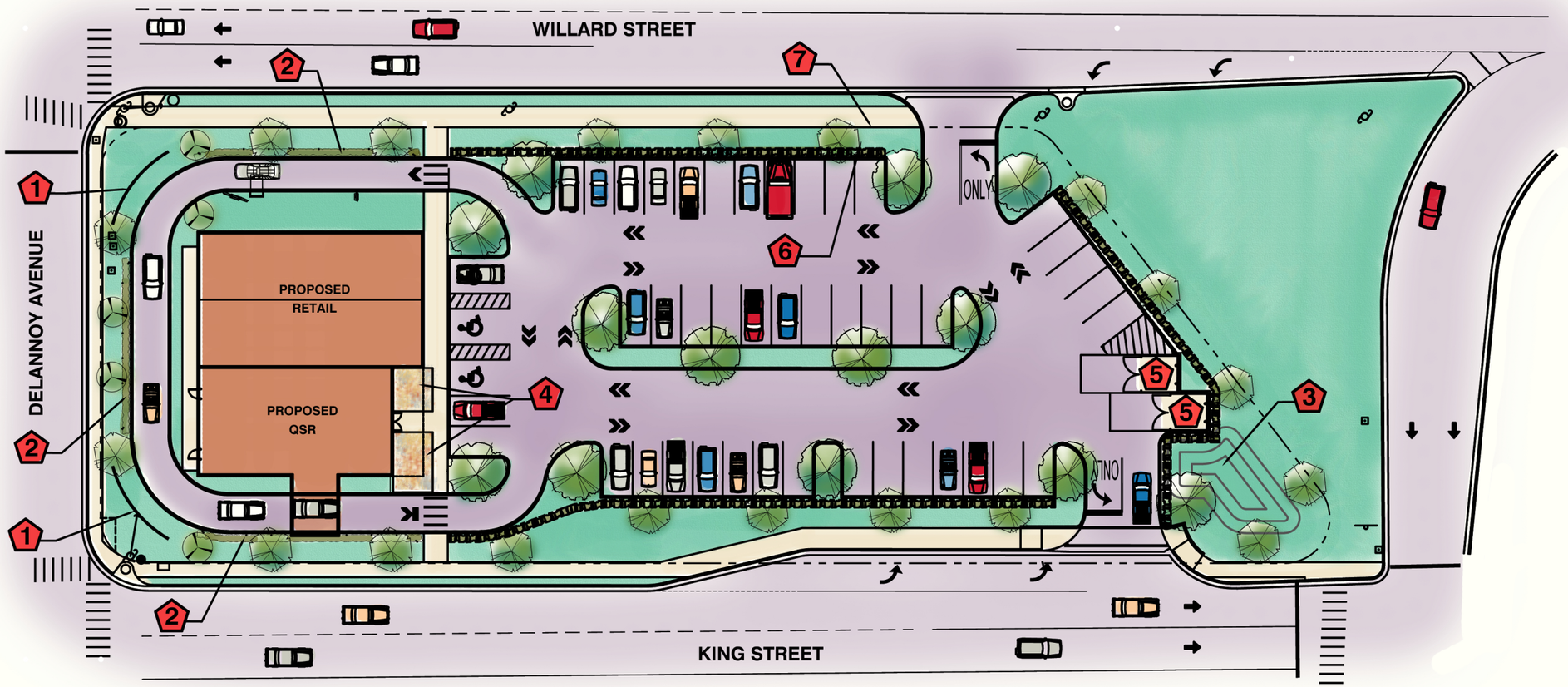
WEST ELEVATION

LANDSCAPE SYMBOL KEY

- RIGHT-OF-WAY BUFFER TREES
- VEHICULAR USE TREES AND TREE REMOVAL MITIGATION
- VEHICULAR USE 36" HT. SCREENING SHRUBS
- VEHICULAR USE 48" HT. SCREENING SHRUBS

HARDSCAPE DESCRIPTIONS

1. 6' HT. MASONRY WALL
2. 48" HT. DENSE VEGETATIVE SCREEN
3. DETENTION POND
4. OUTDOOR DINING PATIO
5. DUMPSTER
6. LANDSCAPE BUFFER
7. PROPERTY LINE



TRAFFIC IMPACT STUDY
Starbucks Retail Center
Cocoa, Florida

October 25, 2019

prepared for:

CITY OF COCOA PLANNING
& PUBLIC WORKS DEPARTMENT
FDOT-D5 TRAFFIC OPERATIONS

submitted on behalf of:

Southeast Petro, Inc.

prepared by:

MPH Transportation Planning, Inc.

QA/QC Engineer:
Angela Garland
Angela Garland, P.E., P.T.O.E.
FLA License # 55387
Pennoni

Project Manager:
Michael Hemmen
Michael Hemmen, AICP
Certificate # 012190

#

PROFESSIONAL ENGINEER ENDORSEMENT

I hereby certify that I am a Registered Professional Engineer in the State of Florida and practicing with Pennoni. Pennoni is authorized via CA License No: 7819 to operate as an Engineering Business by the Florida State Board of Professional Engineers, State of Florida Department of Professional Regulation. I have prepared or supervised the preparation of the evaluation, findings, conclusions, recommendations, or professional opinions/advice contained in this document. My endorsement constitutes my approval of these items.

PROJECT: Starbucks Retail Center

LOCATION: City of Cocoa, Brevard County, Florida

CLIENT: Southeast Petro, Inc

The results contained in this report were developed using procedures and references standard to the transportation engineering practice. These references and procedures were applied using professional judgment and experience.

Name: Angela M Garland, P.E., PTOE, RSP

P.E. No.: 55387

Date: November 1, 2019

Signature_____

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EXECUTIVE SUMMARY

The results of the Traffic Impact Study conducted for the 5,826 sq. ft. Starbucks Retail Center in Cocoa, Florida provides the following conclusions. The actual ***net new*** trip assessment for the proposed new retail center is **302 daily trips, 26 a.m.** and **20 p.m. peak hour trips**. There is a high percentage of pass-by trips associated with coffee shops which reduces total trip impacts. However, peak hour directional gross trips are used in driveway and turn lane operational analysis. The project is a new Starbucks Retail Center on the old SunTrust Bank parcel between King Street & Willard Street (SR 520) east of Delannoy Avenue adjacent to the Cocoa Village. The site plan calls for one driveway connection to King Street and Willard Street with no direct connection to Delannoy Ave.

The project is located within the city of Cocoa, Florida on SR 520 which is a divided 6-lane state roadway in the area of the project under the jurisdiction of FDOT-D5. There are traffic signals at both intersections with Delannoy Avenue. This study utilized data collected on site at the two Delannoy Avenue intersections. A formal traffic study methodology was submitted and approved by FDOT-D5 and the Cocoa Planning & Public Works Department. A copy of this methodology memo is included in the report appendix. A critical component of the study is intersection evaluation and turn lane evaluations at the project driveways. These analyses followed FDOT standard procedures. Cocoa Planning Department also asked for analysis of an alternative roadway alignment.

Results of the analyses conducted for this project indicate project traffic estimates can be absorbed into the adjacent traffic stream while maintaining both roadway and intersection level of service standards. Existing peak hour traffic on both one-way roads is significant. Turn lane analyses indicated there should be left turn lanes approaching both project entrances. Existing pavement on Willard Street west of Riveredge Blvd. can be re-striped with a taper and deceleration lane when entering from westbound SR 520. A similar lane should be provided on eastbound King Street at the project driveway. Therefore, it is safe to conclude that no change to the roadway geometry is required at either SR520/Delannoy Avenue intersection resulting from project impacts. Turn lanes are required at both project entrances.

INTRODUCTION

MPH Transportation Planning, Inc. (MPH) is assisting Southeast Petro Inc. and their project engineers with transportation impacts for the proposed new Starbucks retail center on SR 520 in Cocoa, FL. A study methodology was provided to FDOT-D5 Traffic Operations and Cocoa's Planning & Public Works Departments to determine the acceptable trip generation, distribution and analysis procedures for this project. It was determined that both a.m. and p.m. peak hour trip impacts would be evaluated for assessing driveway and intersection impacts.

Figure 1 - Project Location and Traffic Study Area provides location information with basic roadway data for the adjacent state and city roadways. ***Figure 2 – 2019 Existing Traffic Data*** indicates FDOT daily traffic data on SR 520. MPH collected a.m. and p.m. peak period turn movement data for all approaches at the two subject intersections. The highest hourly volumes are displayed for both traffic signal controlled intersections. This data was used to establish directional traffic volumes for the project and used in signal controlled intersection analysis. Access to the project site will utilize two (2) new driveways one each on King Street and Willard Street. The existing five (5) driveways will be closed as part of the site demolition and re-development.

This study contains an assessment of the proposed development utilizing trip rates from the Institute of Transportation Engineers (ITE) Trip Generation 10th Edition to determine daily and peak hour project traffic for the new land uses. Project trip distributions are based on adjacent street traffic volumes and locations of interacting land uses within the project's impact area. Utilizing this information, an assignment of peak hour project trips onto the local area roadway network are made for all adjacent roadway segments and the two traffic signal controlled intersections.

Although pass-by trip and internal capture trip reductions are applicable to this project the gross total driveway trip impacts are used for analyzing intersection level of service and turn lane requirements.



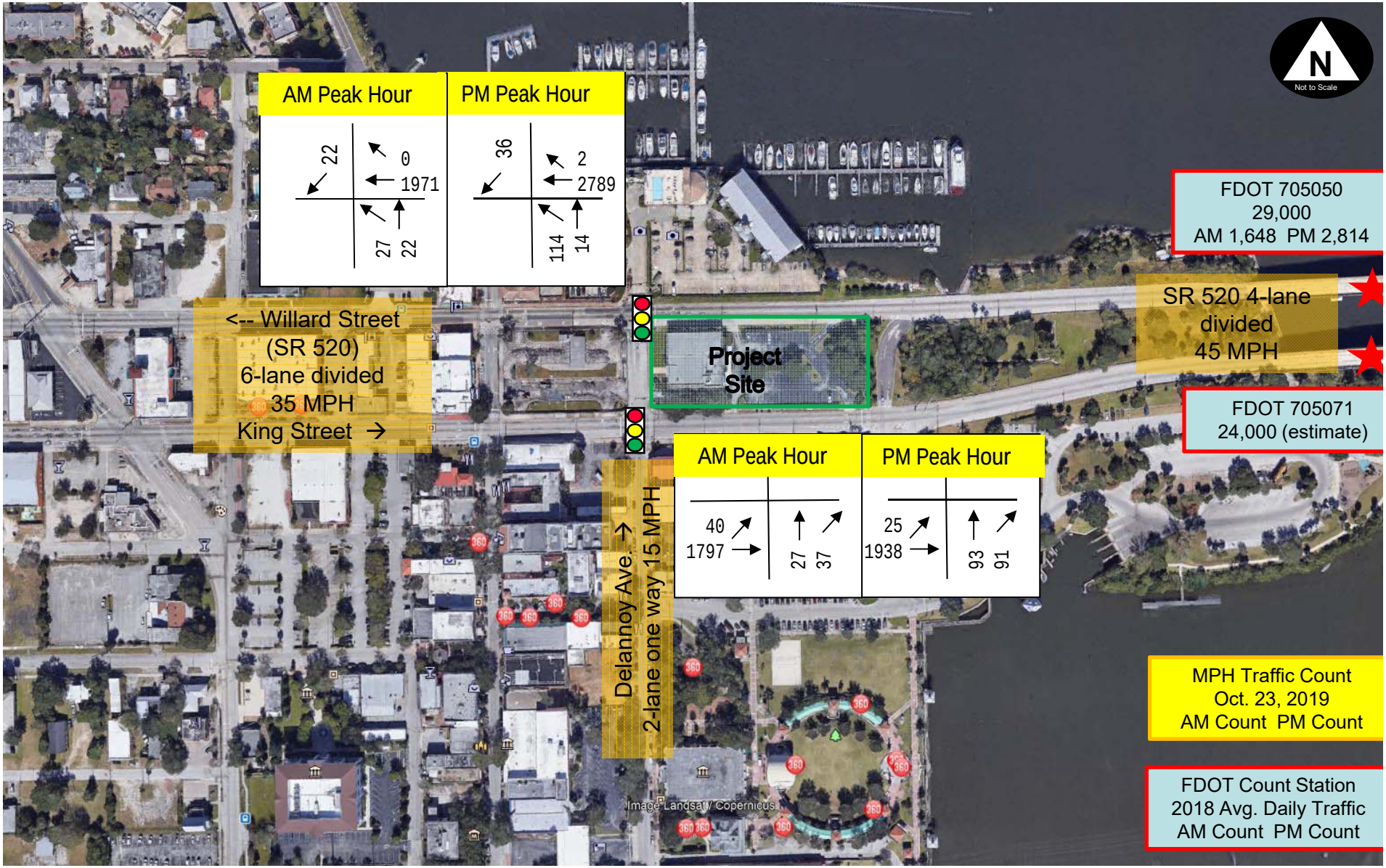
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MPH 19-16 10/21/19

Starbucks & Minor Retail – Cocoa, FL

Project Location with Traffic Study Area

Figure 1



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Starbucks & Minor Retail – Cocoa, FL

2019 Existing Traffic Data

Figure 2

EXISTING CONDITIONS

Roadway traffic volumes and peak hour directional traffic data were reviewed for this project at locations indicated on ***Figure 2 – 2019 Existing Traffic Data.*** Roadway segment daily volumes on SR 520 [FDOT Counts] are 29,000 vehicles on westbound Willard Street and estimated at 24,000 on eastbound King Street. The immediate roadway network, as depicted in Figure 1, consists of Delannoy Avenue to the west, Riveredge Blvd. to the east, King Street (SR 520 eastbound) to the south and Willard Street (SR 520 westbound) to the north.

SR 520 is a six-lane divided principal arterial roadway with a posted speed of 35 mph in the area of the project. It operates as a split pair of one-way roads with King Street as the eastbound half and Willard Street as the westbound half of the pair. The project site is located in the 150 foot separation between the two roads. It transitions to a 4-lane divided facility east of the project as it transitions to the series of bridges that link mainland Cocoa with Merritt Island and Cocoa Beach on the shores of the Atlantic Ocean. It is under traffic signal control at the intersection with Delannoy Avenue at both King and Willard Streets.

Delannoy Avenue is a one-way (northbound) city street that serves the Coca Village Center City area. It is a one lane road with an additional right turn lane at the approach to King Street. The area is comprised of small scale commercial and office uses within Cocoa Village and has high rise condominiums and marinas along the nearby waterways.

There is regularly scheduled transit service in the area. Brevard County buses run approximately every 15 minutes during peak periods in both directions on SR 520 linking downtown Cocoa with Cocoa Beach. No dedicated bike lanes are present on either roadway. Sidewalks are present on both sides of Delannoy Avenue and King Street the length of the project parcel. No sidewalks are present on either side of Willard Street.

Figure 2 also displays the critical directional traffic volumes during the a.m. and p.m. peak hours at the existing signal controlled intersections at Delannoy Ave./King St. & Willard St. These volumes are used later with new project traffic to analyze intersection impacts and turn lane requirements at the project driveways.

TRIP GENERATION

The Institute of Transportation Engineers (ITE) Trip Generation 10th Edition was used to calculate project trip estimates for the new land use for Daily & AM/PM peak hours. Trip information is summarized in ***Table 1 –Trip Generation*** below.

TABLE 1: Project Trip Generation
Starbucks & Retail Center
Cocoa, Florida

									820	***937***
									34%	89%
Land Use					Distribution		Trips		Pass	**Net**
Description	ITE	ITE Trip Rates	Unit*	Trips	In	Out	In	Out	By	**Trips**
Retail Center	820	(T) = 37.75 (X)	3.426	129	50%	50%	65	65	44	85
Starbucks w/Drive-thru	937	(T) = 820.38 (X)	2.400	1969	50%	50%	985	985	1752	217
		Daily Trips		**2098**			1049	1049	1867	302
Retail Center	820	(T) = 0.94 (X)	3.426	3	62%	38%	2	1	1	2
Starbucks w/Drive-thru	937	(T) = 88.99 (X)	2.400	214	51%	49%	109	105	190	24
		AM Peak Hour Trips		**217**			111	106	191	26
Retail Center	820	(T) = 3.81 (X)	3.426	13	48%	52%	6	7	4	9
Starbucks w/Drive-thru	937	(T) = 43.38 (X)	2.400	104	50%	50%	52	52	93	11
		PM Peak Hour Trips		**117**			58	59	97	20

*Units: ksf = 1,000 sq. ft. Source: *ITE 10th Edition Trip Generation*

As noted, there is a high percentage of pass-by traffic associated with the Starbucks coffee shop (89%). This is typical in that it is primarily a quick stop on the way to/from work, school or recreational activities. However, the total project trip volumes are always used in driveway and intersection analyses to determine the operational integrity of those roadway connections.

This data is used to develop external distribution of project trips onto the adjacent roadway network to/from the project site as discussed in the next section of this report.

TRIP DISTRIBUTION

The distribution of project trips on the roadway is a manual assignment derived from the peak hour traffic data collected on the adjacent roadway and review of existing locations of interacting land-uses. Trip generation numbers from Table 1 are factored by these nominal distribution criteria to develop trip impact estimates for the adjacent roadway segments to the project site. The results of these calculations are displayed in ***Figure 3 – AM & (PM) Peak Hour Impacts*** and in ***Table 2 – Project Trip Distribution*** below.

TABLE 2:Project Trip Distribution
Starbucks & Retail Center

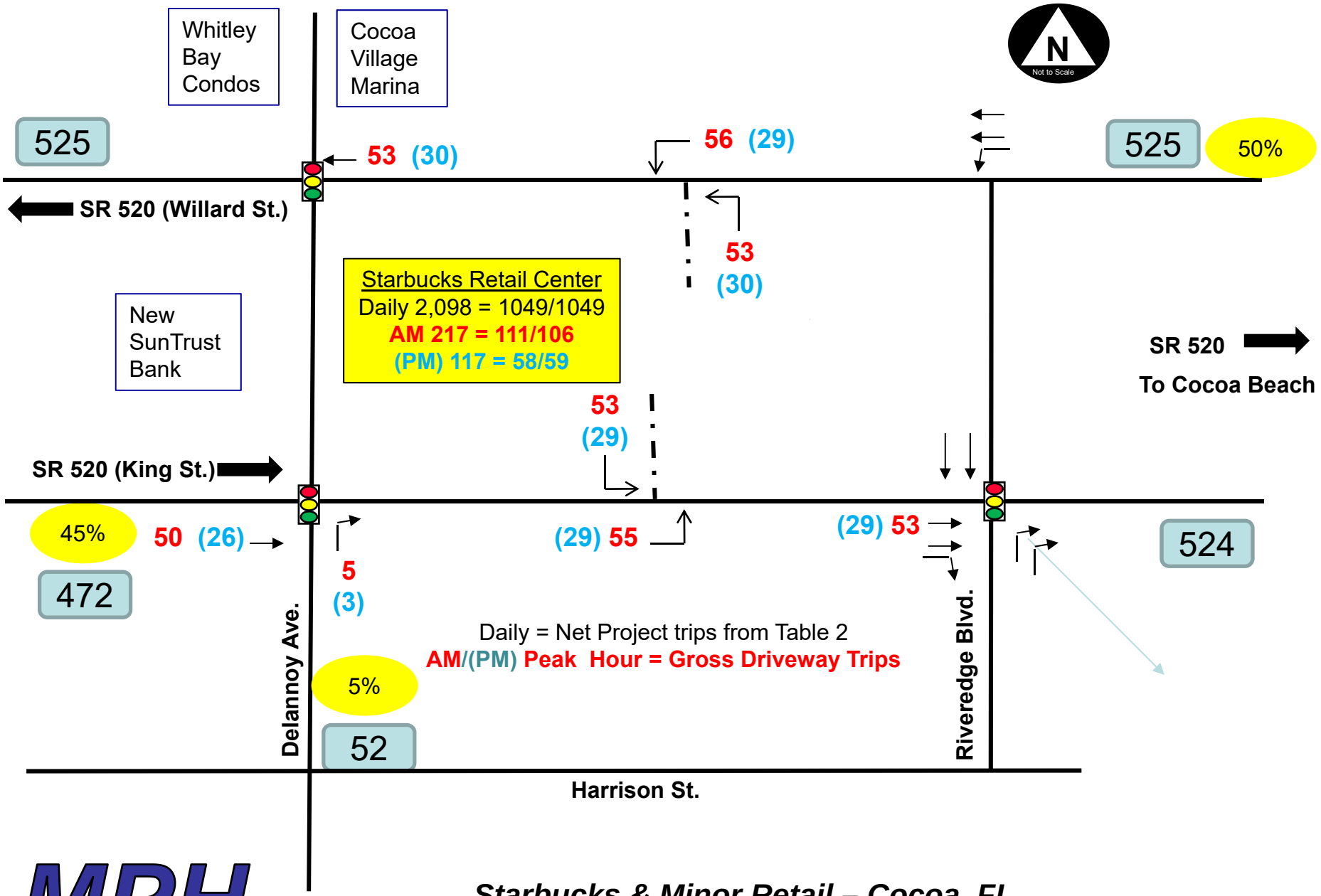
Daily Project Trips		**Enter**	**1049**	**Exit**	**1049**	**2-Way**
Roadway	**Segment**	**%**	**Trips**	**%**	**Trips**	**Total**
SR 520 King St.	East of Project	50%	525	50%	525	1050
SR 520 Willard	West of Project	45%	472	50%	525	997
Delannoy Ave.	South of project	5%	52	0%	0	52
	Total	100%	1049	100%	1050	2099

AM Peak Hour Project Trips		**Enter**	**111**	**Exit**	**106**	**2-Way**
Roadway	**Segment**	**%**	**Trips**	**%**	**Trips**	**Total**
SR 520 King St.	East of Project	50%	**56**	50%	53	109
	West of Project	45%	50	50%	53	103
Delannoy Ave.	South of project	5%	5	0%	0	5
	Total	100%	111	100%	106	217

PM Peak Hour Project Trips		**Enter**	**58**	**Exit**	**59**	**2-Way**
Roadway	**Segment**	**%**	**Trips**	**%**	**Trips**	**Total**
SR 520 King St.	East of Project	50%	29	50%	29	58
	West of Project	45%	26	50%	29	55
Delannoy Ave.	South of project	5%	3	0%	0	3
	Total	100%	58	100%	58	116

Project Distributions are estimated from adjacent street traffic & interacting land uses
Peak hour project trips represent the gross driveway impacts from Table 1

Peak-hour trip impacts provide driveway detail for intersection and turn lane analysis for site plan review. Driveway evaluation consists of the gross trips entering or exiting the site. The highest directional project traffic impact during the peak hour would be: **56** vehicles on westbound SR 520 (Willard St.) turning left into the project site in the AM peak hour. There would be 55 AM peak trips turning into the site from eastbound SR 520 (King St.) during the morning peak hour as well.



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Starbucks & Minor Retail – Cocoa, FL

AM & (PM) Peak Hour Impacts

ROADWAY LEVEL OF SERVICE (LOS) ANALYSIS

Data for Cocoa/Brevard County roadway level of service (LOS) for SR 520 was extracted from their database and FDOT Quality/Level of Service (Q/LOS) tables for roadway segments within urban areas was applied to the two roadway segments. ***Table 3: Roadway Level of Service*** provides the most recent available data for roadway segments adjacent to the project site.

Table 3 - Roadway Level of Service (LOS)

Starbucks & Retail Center

Cocoa, Florida

Roadway	Segment #/Description	Period	MSV	Existing	Res'vd.	Project	V/C	LOS
King Street	US 1 to S. Courtenay Pkwy	PM Peak	3,624	1,963	0	29	55%	C
Willard Street	US 1 to S. Courtenay Pkwy	PM Peak	3,624	2,791	0	29	78%	D

Source: Maximum Service Volume (MSV) from FDOT Los Table 7 (LOS D) Class 1 roadway x 1.2 for one way road.
Existing Traffic from Oct. 23, 2019 MPH site specific intersection counts.
Project trips represent PM Peak Hour traffic from Table 2. PM adjacent roadway traffic is highest peak hour.
Project trips are gross impacts not accounting for pass-by trip reductions.

As indicated in the table above, no reserved trips are recorded for this roadway segment. There are no known approved development projects that would increase traffic on the roadway segments adjacent to the project site. The resulting LOS standard is below the capacity associated with these roadways.

The PM Peak Period was used in roadway analysis as the resulting volumes (Existing + Project) are significantly higher in the PM period than the AM. The higher AM project volumes will still be analyzed in the next section of the report dealing with intersection and turn lane analyses. The next section of the report addresses traffic operational impacts at the two signalized intersections and project driveways.

INTERSECTION ANALYSIS

Highway Capacity Software (HCS) was utilized to analyze the traffic impacts at the project driveway locations on SR 520 and at the two (2) signal controlled intersections on Delannoy Avenue. The highest peak hour traffic volumes from the field data collection in October 2019 were analyzed using HCS software to establish the existing traffic level of service. The existing peak hour movements in ***Figure 2 – 2019 Existing Traffic Data*** were added to the peak hour project estimates displayed in ***Figure 3 – AM & (PM) Peak Hour Project Impacts*** to establish future (2020) existing plus project conditions (E+P). The additional intersection impacts should easily be accommodated at the intersection under current signal control without the need for geometric or system control modifications. Results are displayed in ***Table 4 – Intersection Impacts***.

Table 4 - Intersection Impacts

Signal Controlled Intersection Impacts

Approach	***SR 520 - King Street***						***Delannoy Ave.***						
AM Peak	Eastbound						Northbound						
Movement	Lt	Thru	Rt	Lt	Thru	Rt	Left	Thru	Rt	Left	Thru	Rt	Totals
2019	40	1797						27	37				1901
Project		**50**							**5**				**55**
2020	40	1847						27	42				1956
PM Peak	Eastbound						Northbound						
Movement	Lt	Thru	Rt	Lt	Thru	Rt	Left	Thru	Rt	Left	Thru	Rt	Totals
2019	25	1938						93	91				2147
Project		**26**							**3**				**29**
2020	25	1964						93	94				2176

Approach	***SR 520 - Willard St.***						***Delannoy Ave.***						
AM Peak				Westbound			Northbound			Southbound			
Movement	Lt	Thru	Rt	Left	Thru	Rt	Lt	Thru	Rt	Lt	Thru	Rt	Totals
2019					1971	0	27	22				22	2042
Project					**53**								**53**
2020					2024	0	27	22				22	2095
PM Peak				Westbound			Northbound			Southbound			
Movement	Lt	Thru	Rt	Left	Thru	Rt	Lt	Thru	Rt	Lt	Thru	Rt	Totals
2019					2789	2	114	14				36	2955
Project					**30**								**30**
2020					2819	2	114	14				36	2985

Notes: 2019 traffic volumes from Figure 2, Project Traffic (BOLD) from Figure 3.

The HCS signal controlled intersection analysis module was utilized to analyze both intersections with existing (2019) and existing + project (2020) traffic. Signal timings were field measured during both a.m. & p.m. peak periods. Signal cycle times varied between 150 and 180 seconds with the 150 second cycle the most prevalent. The majority of green time was allocated to the predominant east-west SR 520 (King St. & Willard St). Northbound Delannoy Avenue traffic would get 10 to 15 seconds of green time dependent on approach volume. There was a 5 second lag between the King Street and Willard Street signals so the 150-foot length between the two intersections could be traversed by the northbound traffic. At no time was there a residual queue at any approach to the two intersections. All stopped vehicles cleared the intersection during the prescribed green time allocation. The output from this scenario is summarized in ***Table 5 –Intersection Level of Service (LOS)***. This exercise was used to illustrate the minimal reduction in LOS anticipated with the few additional project movements anticipated from the proposed development. There was no decrease in project traffic volumes with applicable pass-by trip reductions. Total (gross) project volumes were used in calculating LOS to provide a conservative calculation approach to the analysis. Established signal cycle times were maintained at 150 seconds for the AM and PM peak.

Table 5 - Intersection Level of Service (LOS)

Traffic		SR 520 King Street				Delannoy Ave.					
Signal		EB				NB				Intersection	
Control		LOS	Delay			LOS	Delay			LOS	Delay
2019	AM	A	3.9			C	33.4			A	4.7
2020	AM	A	4.0			C	30.7			A	4.7
2019	PM	A	4.2			D	44.3			A	7.0
2020	PM	A	4.2			D	43.3			A	7.0
Traffic		SR 520 Willard Street				Delannoy Ave.					
Signal		EB		WB		NB		SB		Intersection	
Control		LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
2019	AM			A	5.9	E	64.9	A	1.6	A	7.3
2020	AM			A	6.1	E	64.9	A	1.6	A	7.5
2019	PM			B	17.7	E	64.2	A	3.0	B	19.7
2020	PM			A	18.4	E	64.2	A	3.0	C	20.3

Delay expressed in AVERAGE seconds per vehicle.

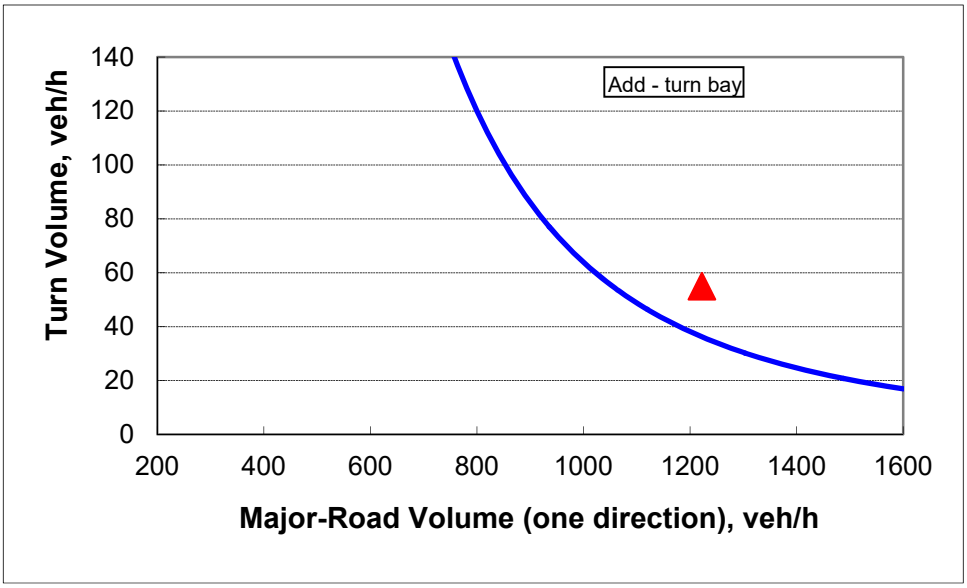
SR 520 operates at level of service standards with the 2019 existing plus project traffic. Detailed copies of the Highway Capacity Software printouts are included in the appendix.

TURN LANE ANALYSIS

Turn lane analysis was required by FDOT-D5 for both directions at the proposed project entrances on SR 520 eastbound King St. and westbound Willard St.. FDOT guidelines were used in assessing the need for turn lanes at both project driveways. Both driveways are on one-way streets with left turn movements from advancing traffic to enter the project site.

King Street (eastbound SR 520): FDOT criteria for evaluating turn lanes is established in the FDOT Driveway Information Guide. The recommended FDOT procedures extracted from NCHRP Report 457: Evaluating Intersection Improvements are illustrated below. Applying the right turn criteria for a given number of turning movements out of an advancing through traffic volume at a known speed produces the following results. This location has three eastbound lanes with one terminating as a right turn lane at Riveredge Blvd. Factoring the peak hour eastbound traffic count (1837) by 2/3 results in 1230 of the peak hour traffic as the through volume for this calculation.

Input Variables: 2-lane one-way road	Value
Major-road speed, mph:	35
Major-road volume (one direction), veh/h:	1230
Left-turn volume, veh/h:	55
Output Variable	**Value**
Limiting left-turn volume, veh/h:	36
Guidance for determining the need for a major-road left-turn bay for a 2-lane one-way roadway:	
Add right-turn bay.	



The results of the analysis indicate a turn lane should be provided into the project from King Street to minimize potential conflicts between left turning vehicles and following through vehicles. FDOT Roadway Design Standards for turn lanes indicate at 35 mph the turn lane should be 145 feet inclusive of taper. As the entrance is a free flow movement no additional length is required as no stopped queue results from this movement.

Willard Street (westbound SR 520): Westbound a.m. peak hour traffic is greater on Willard Street than on King Street. The entering traffic is 56 vehicles so a turn lane is also required on Willard Street at the project entrance. There is existing pavement on Willard Street beyond the left turn diverge onto Riveredge Blvd. coming off the bridge that will be re-striped with a taper and full lane width approaching the project entrance. That lane continues west beyond the project driveway to Brevard Avenue as a left-turn-only lane with the two outside lanes as continuous through traffic lanes. This lane utilization on Willard Street minimizes potential vehicle conflicts at the project driveway for entering and exiting project traffic.

ALTERNATIVE ROADWAY DESIGN TRAFFIC OPERATIONS ANALYSIS

City of Cocoa staff requested that a potential alternative roadway configuration be analyzed with this project. FDOT-D5 forwarded a copy of a proposed design modification to make Riveredge Blvd. two-way between King St. and Willard St. A copy of the planned improvement is included in the report appendix. The design also includes a third driveway connection to the Starbucks parcel from Riveredge Blvd. that has several disadvantages for the Starbucks project. There are also several traffic operational and safety concerns as well with the proposed design. These are all itemized below:

1. The driveway entrance as illustrated into Starbucks would eliminate 6 parking spaces that could not be recovered elsewhere on the parcel.
2. The design concept would adversely impact the site storm water pond.
3. That entrance requires an immediate right turn off the exit lane from the SR 520 causeway at much higher speeds and without any diverge or turn lane separating exiting Riveredge Blvd. traffic and traffic entering the project.
4. The design does not include the required left turn lane into the project from SR 520-Willard Street.
5. The design requires re-configuration of the traffic signal on SR 520 eastbound (King Street) at Riveredge Blvd. including new traffic signal heads.
6. This redesign includes utility relocation for storm water and the traffic controller.
7. This design places northbound Riveredge Blvd. traffic heading onto westbound Willard Street (SR 520) at risk as they are not under traffic signal control.
8. There is also sight distance concerns for this left turn maneuver at this location with both the existing vegetation and horizontal roadway curvature coming off the bridge. Additionally there is a whole travel lane separation across the turn lane.
9. The posted speed on the bridge is 45 mph transitioning to 35 mph just 400 feet prior to the diverge onto Riveredge Blvd. Spot speed checks indicated vehicles traveling well above the posted speed at this location.
10. Delannoy Avenue provides safe travel options to access Willard Street (SR 520) westbound under traffic signal control less than 500 feet to the west on Harrison St. It accommodates all existing traffic within LOS standards.
11. No data analysis used to create this design was available for review so there is no way to determine what benefits are forthcoming from this expensive roadway improvement.

Based on the less than desirable traffic operational issues associated with this design modification, this analyst would advise against committing to a design that raises questionable safety and liability issues. There is no benefit to the Starbucks Retail Center from this design concept.

CONCLUSIONS and RECOMMENDATIONS

Based on the data and analysis provided in the previous sections of this report the following conclusions on traffic operations and recommendations for potential mitigation are provided below.

Conclusions:

1. The proposed Starbucks Retail Center development within the city of Coca is estimated to generate 2,098 daily trips with only ***302*** *net new* daily trip impacts to SR 520. The Starbucks land use category has a very high pass-by rate associated with its traffic. The majority of a coffee shop's business comes from traffic already on the adjacent street traffic stream. A quick stop on the way to/from work, school or recreational activities comprises the usual customer.
2. The AM peak hour will have 217 total trips entering/exiting the site of which only 26 will be new trips impacting the adjacent roadways. PM Peak hour traffic will have approximately 117 trips impacting SR 520.
3. HCS intersection analysis using existing traffic counts collected by MPH staff in October 2019 indicate peak hour traffic meets LOS standards on SR 520 and at the two intersections on Delannoy Avenue at SR 520 under traffic signal control with the addition of project traffic.
4. Turn lane analyses following the FDOT criteria for right (left) turn lanes from free flow conditions for through traffic indicate left turn lanes **are** required to maintain existing level of service standards with the addition of project traffic on SR 520.
5. Existing pavement is available on Willard Street (westbound SR 520) that can be restriped to provide a short left turn lane into the site.
6. A design modification is required for the current site plan to accommodate a new left turn lane into the site from King Street (eastbound SR 520) and to improve on-site traffic circulation.

Recommendations:

1. Approve the project driveway connections to SR 520 with the provision of turn lanes approaching both project entrances.
2. FDOT Design Standards for an urban road with a 35 mph posted speed suggest a total turn lane inclusive of taper at 145 feet.

APPENDICES: Correspondence and Documentation

Appendix A: Correspondence

MPH Transportation Planning Inc.
1725 Riverbirch Hollow
Tallahassee, FL 32308

Telephone (850) 510-6461
mphemmen@comcast.net

October 21, 2019

Methodology Memo: Traffic Impact Analysis (TIA) for Starbucks/Minor Retail Store
Proposed Location: SR 520 at Delannoy Avenue in Cocoa, FL [MPH 19-16]

Project Description:
MPH is providing transportation support services to Southeast Petro, Inc. for a proposed 2,400 sf Starbucks and 3,426 sf retail store on SR 520 at Delannoy Avenue in Cocoa, Florida. The project is a new development on a parcel previously occupied by an old SunTrust Bank which is to be demolished as displayed in Figure 1. The following information provides the basic data required for an assessment of the daily, a.m. & p.m. peak hour trip impacts required to address traffic operations concerns.

Level of TIA:
The project has more than 100 peak hour two-way net trips. A standard TIA will be provided to assess intersection impacts and project driveways. FDOT-D5 has previously reviewed the site plan and approved the reduction of project driveway entrances from 5 to 2. A formal TIA is being provided for this project for all review agencies to assess turn lane requirements and the adjacent traffic signal controlled intersections.

Site Location Map:
The attached Figure 1 shows the physical location of the proposed building.

Study Area Map:
The attached Figure 1 shows the proposed limits of the study area.

Site Plan:
The attached Figure 2 shows the proposed building and access driveways along with proposed site modifications.

ITE 10th Edition Trip Generation:
ITE Land Use Codes 820 Retail Store and 937 Coffee Shop w/Drive-thru are used to estimate project trip impacts. The evaluating criteria is gross building square footage. Pass-by rates are applicable for both land uses. However, the gross project trips are used in assessing driveway impacts and turn lanes.

Trip Distribution:
Trip distribution will be based on site specific data collected at the SR 520/Delannoy Ave. intersections. The local area is densely populated with residential condominiums and small commercial developments. Therefore the trip distribution will reflect this concentration of interacting land uses when assigning project trips to the adjacent roadway network.

Concurrency Roadways within the study area:
SR 520: King & Willard Streets from US 1 to S. Courtenay Pkwy.

Critical project issues:
None anticipated from project impacts. Turn lane analysis required for both project entrances.

Proposed Growth Rate:
None. Project is normally constructed and open for business within 150-180 days of permit approvals. No increase in adjacent street traffic is anticipated within the next 6 months.

Traffic Counts:
The latest FDOT counts available from the FDOT Traffic Online database will be utilized along with any the City of Cocoa may have from recent traffic study submittals. MPH will collect a.m. & p.m. peak hour turn movement counts at the following location: Delannoy Avenue at SR 520 (King & Willard Streets). As indicated on Figure 2: Study Area Map.

Signalized or major study area intersections to be analyzed:
SR 520 (King & Willard Streets)/Delannoy Avenue. Data collection scheduled for Oct. 23, 2019.

If further consultation or modification to any of the items above is required, please call me at (850) 510-6461 anytime during normal business hours to discuss.

Sincerely,

Mike Hemmen

Mike Hemmen, AICP – President
Certificate # 012190
MPH Transportation Planning, Inc.

Transportation Engineer in Charge of Traffic Study:

*Angela Garland_*

Angela Garland, P.E., P.T.O.E.
FLA License # 55387
Pennoni

Copies distributed electronically to:

Nim Robinson	Bowman Consulting - Project Manager	anrobinson@bowmanconsulting.com
Summit Shah	Southeast Petro, Inc. – Project Owner	summit@southeastpetro.com
Dodie Selig	City of Cocoa Planning & Zoning Manager	dselig@cocoafl.org
Mike Sanders	FDOT-D5 Traffic Operations Manager	michael.sanders@dot.state.fl.us
Angela Garland, P.E.	Pennoni, Inc. – QA/QC Engineer	agarland@pennoni.com

Attachments: Figure 1: Project Location & study area
Figure 2: Site Plan

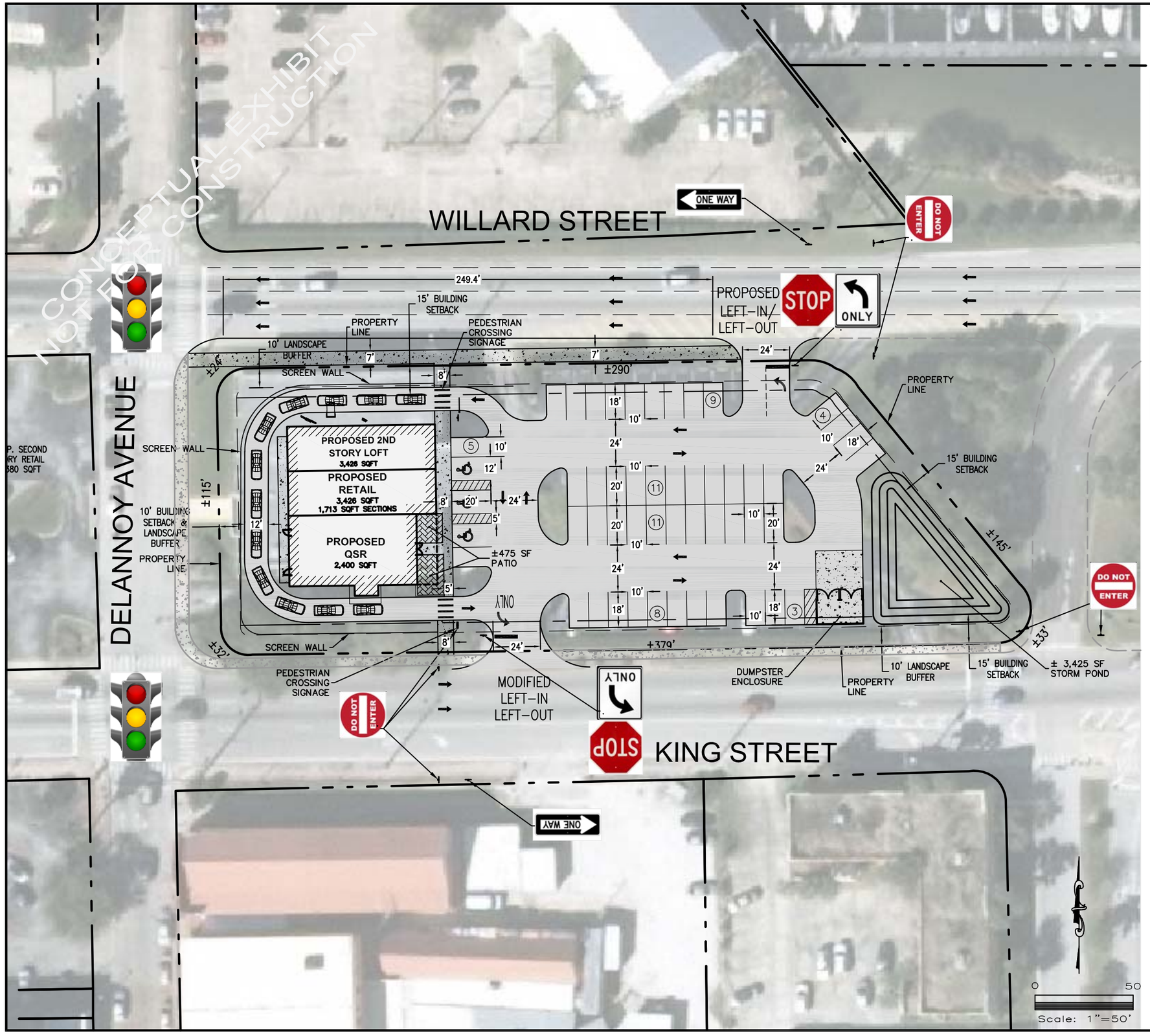


MPH

MPH 19-16 10/21/19

Starbucks & Minor Retail – Cocoa, FL

Project Location with Traffic Study Area



SITE DATA TABLE

SITE NAME	COCOA QSR WITH RETAIL
ADDRESS	100 DELANNOY AVENUE
PARCEL ID	24-36-33-06-*-7
JURISDICTION	CITY OF COCOA
ZONING DESIGNATION CURRENT	CBD – CENTRAL BUSINESS DISTRICT
OVERLAY DISTRICT	COCOA WATER FRONT (WF)
PARCEL SIZE	± 1.23

SETBACKS:	BUILDING (MIN/MAX)	BUFFERS
FRONT (DELANNOY)	0'/10'	10'
SIDE (KING & WILLARD)	10'/15'	10'
REAR (RIVERS EDGE)	10'/15'	10'

PARKING:

REQUIRED:
QSR: 1 PER 4 SEATS PLUS 1 PER EMPLOYEE ON MAX SHIFT
RETAIL: 1 PER 600 GROSS SQUARE FOOTAGE
(84/4) + 9 = 30 + (3,426/600) = 36 SPACES
SECOND STORY LOFTS: 2 PER DWELLING UNIT
2 UNITS * 2 SPACES = 4 SPACES
REQUIRED = 40 SPACES

PROPOSED:

QSR:	STANDARD	= 38
	ADA SPACE	= 2
	TOTAL	= 40
RETAIL:	STANDARD	= 6
	ADA SPACE	= 1
	TOTAL	= 7
LOFT:	STANDARD	= 4
	TOTAL	= 4
	GRAND TOTAL	= 51

CONCEPTUAL PLAN NOTES:

CONDITIONS MAY EXIST THAT COULD RESTRICT THE DEVELOPMENT OF THIS SITE AS SHOWN. THIS DRAWING IS INTENDED TO BE CONCEPTUAL ONLY AND ADDITIONAL RESEARCH AND DESIGN WOULD BE REQUIRED FOR THE PREPARATION OF A SITE PLAN THAT MEETS LOCAL JURISDICTIONAL CODES.

BCG DOES NOT PURPORT THAT THIS SITE CAN BE DEVELOPED AS SHOWN. THE PURCHASE OF THIS SITE SHALL BE AT THE OWNER/DEVELOPER'S SOLE EXPENSE.

STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE PURELY CONCEPTUAL AND IS SUBJECT TO CHANGE UPON FINAL CIVIL DESIGN. BCG DOES NOT PURPORT THAT WHAT IS SHOWN IS ADEQUATE TO MEET ALL JURISDICTIONAL REQUIREMENTS.

NO SITE VISITS HAVE BEEN PERFORMED TO ENSURE THE ACCURACY OF THE AERIAL IMAGE SHOWN HEREON.

THIS EXHIBIT IS NOT INTENDED TO BE USED AS A CONSTRUCTION DOCUMENT, AND SHOULD NOT BE CONSTRUED IN ANYWAY TO BE USED FOR CONSTRUCTION PURPOSES.

PROPOSED LEGEND

- PROPERTY LINE
- BUILDING SETBACK LINE
- LANDSCAPE BUFFER
- EASEMENT
- (#) PARKING COUNT
- C COMPACT PARKING SPACES
- PROPOSED BUILDING
- ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE
- PATIO AREA (± SF)
- STANDARD DUTY CONCRETE (SIDEWALK)

CONCEPTUAL EXHIBIT

Bowman Consulting Group, Ltd.
4450 W. Eau Gallie Blvd
Suite 232
Melbourne, FL 32934
Phone: (321) 255-5434
Fax: (321) 255-7751
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

CONCEPTUAL DESIGN
COCOA QSR WITH RETAIL
100 DELANNOY AVENUE
COCOA, FLORIDA

Bowman CONSULTING
Certificate of Authorization License No. 30462

JDH	BEH	VDP
DSGN	DRAWN	CHKD

010597-01-001
PROJECT NUMBER

SCALE 1" = 50'

VERSION 5 D

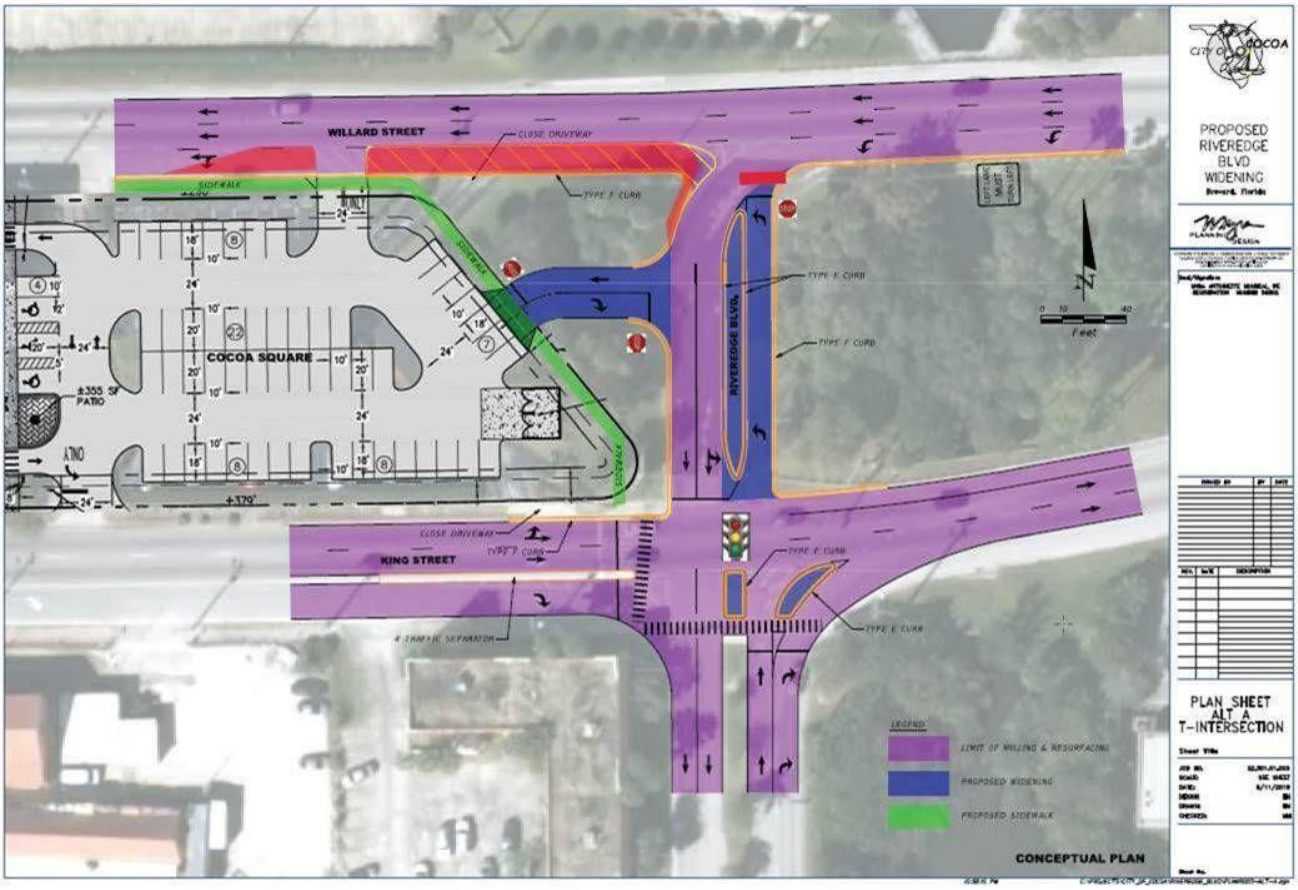
Michael Sanders <michael.sanders@dot.state.fl.us> 10/21/2019 5:04 PM

RE: Starbucks Methodology memo

To MICHAEL HEMMEN <mphemmen@comcast.net> • Dorothy Selig <dselig@cocoafl.org> Copy Summit Shah <summit@southeastpetro.com> • Nim Robinson <nrobinson@bowmanconsulting.com> • Angela Garland <agarland@pennoni.com> • Suraj Pamulapati <suraj.pamulapati@dot.state.fl.us> • Clipper Tefft <clipper.tefft@dot.state.fl.us>

Mike:

Thank you for the methodology memo. The outlined methodology is acceptable for our use. Suraj, can you please provide Mike any information he may need to consider in preparation of his analysis based on prior meetings and ensure he is working off the approved driveway access plan? What became of the city's concept below?



Thanks,
Mike

Michael Sanders, P.E.
Assistant District Traffic Operations Engineer
District Five
Florida Department of Transportation
719 S Woodland Blvd
DeLand FL 32720
Office # 386-943-5339
michael.sanders@dot.state.fl.us

From: MICHAEL HEMMEN [mailto:mphemmen@comcast.net]
Sent: Monday, October 21, 2019 3:20 PM
To: Sanders, Michael <Michael.Sanders@dot.state.fl.us>; Dorothy Selig <dselig@cocoafl.org>
Cc: Summit Shah <Summit@southeastpetro.com>; Nim Robinson <nrobinson@bowmanconsulting.com>; Angela Garland <agarland@pennoni.com>
Subject: Starbucks Methodology memo

EXTERNAL SENDER: Use caution with links and attachments.

All:

Please find the attached traffic study methodology memo for the proposed Starbucks on SR 520 and Delannoy Avenue in Cocoa, FL. If there are any questions or comments please call or email me as indicated below. We will be conducting a field review and data collection on Wednesday of this week to meet an expedited project schedule.

Thanks,

Mike Hemmen, AICP
MPH Transportation Planning, Inc.
1725 Riverbirch Hollow
Tallahassee, FL 32308
850.510.6461
mphemmen@comcast.net

- Methodology Memo Starbucks Cocoa.pdf (899 KB)
- Cocoa, FL Rivers Edge 2C 2018-0322.pdf (484 KB)
- image002.jpg (139 KB)

Angela Essing <aessing@cocoafl.org> 10/22/2019 12:28 PM

Starbucks Traffic Study

To mphemmen@comcast.net <mphemmen@comcast.net> • Summit@southeastpetro.com <summit@southeastpetro.com> • nrobinson@bowmanconsulting.com <nrobinson@bowmanconsulting.com> • agarland@pennoni.com <agarland@pennoni.com> • Suraj.Pamulapati@dot.state.fl.us <suraj.pamulapati@dot.state.fl.us> • Clipper.Tefft@dot.state.fl.us <clipper.tefft@dot.state.fl.us> • Michael.Sanders@dot.state.fl.us <michael.sanders@dot.state.fl.us> Copy Dorothy Selig <dselig@cocoafl.org> • Nancy Bunt <nbunt@cocoafl.org> • Sandra Leone <sleone@cocoafl.org>

Dear Starbucks Team,

I just spoke to Mike Hemmen on the phone and wanted to keep everyone in the loop. The City has requested that the Traffic Study also look at a second option, as exhibited below. This will give us the ability to weigh the pros and cons of your proposed option and the City's design.

Thanks,

Angela Essing, AICP

City of Cocoa Community Services

Senior Planner

65 Stone Street, Cocoa, FL 32922

aessing@cocoafl.org

Phone: (321) 433-8522

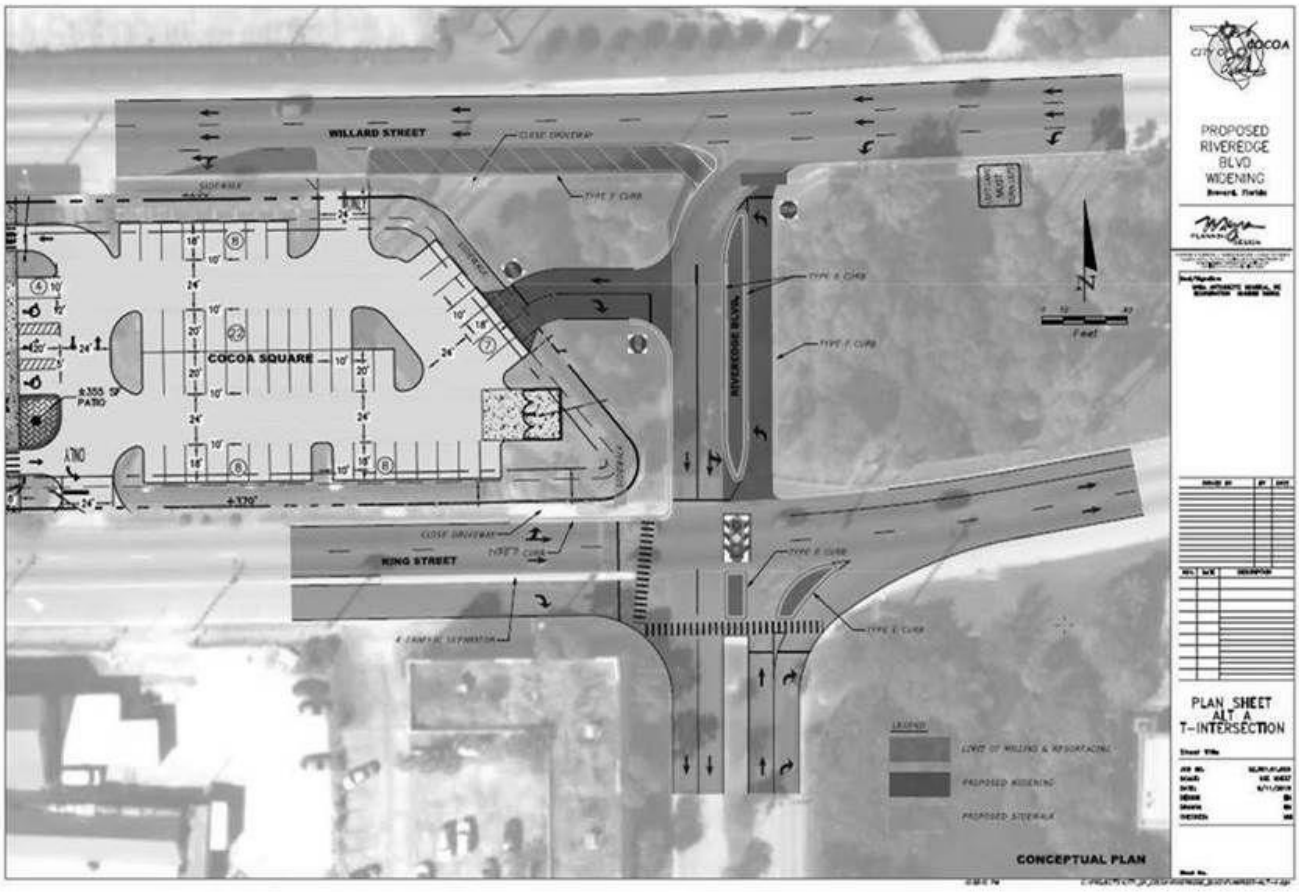
Fax: (321) 433-8543

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Sent: Monday, October 21, 2019 5:04 PM
To: MICHAEL HEMMEN <mphemmen@comcast.net>; Dorothy Selig <dselig@cocoafl.org>
Cc: Summit Shah <Summit@southeastpetro.com>; Nim Robinson <nrobinson@bowmanconsulting.com>; Angela Garland <agarland@pennoni.com>; Pamulapati, Suraj <Suraj.Pamulapati@dot.state.fl.us>; Tefft, Clipper <Clipper.Tefft@dot.state.fl.us>
Subject: RE: Starbucks Methodology memo

CAUTION! This email originated from an outside source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the "Phish Alert" button above.

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Thanks,

Mike Hemmen, AICP
MPH Transportation Planning, Inc.
1725 Riverbirch Hollow
Tallahassee, FL 32308
850.510.6461
mphemmen@comcast.net

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

- Methodology Memo Starbucks Cocoa.pdf (899 KB)
- Cocoa, FL Rivers Edge 2C 2018-0322.pdf (484 KB)
- image002.jpg (97 KB)

Appendix B: Traffic Count Summaries

ON-SITE OBSERVATION REPORT

Project/#:	Starbucks Retail Center Cocoa, FL	Analyst:	M. Hemmen
Location:	SR 520 - King St. at Delannoy Ave. (both are one way roads)	Date:	10/23/2019
Control:	Traffic Signal	Time:	7 am - 6pm
Lanes/Spd	King St.: 3-Ln @ 35 mph; Delannoy: 2-Ln @ 15 mph		

	Isolated & Non-Isolated Intersections	No/Yes/NA Approach	
1	Does road curvature, vegetation, buildings, parked cars, etc.	N	
	block drivers' view of conflicting vehicles?		
2	Is the intersection skew angle so sharp that it makes it difficult	N	
	to view conflicting vehicles or complete turns?		
3	Do vehicle speeds appear too high?	N	
4	Does the delay for the minor road right-turn appear excessive?	N	
5	Does the delay for the minor road through appear excessive?	Y	Cycle time
6	Does the delay for the minor road left-turn appear excessive?	N	
7	Does the delay for the major road left-turn appear excessive?	N	
8	Does the queue for major road left-turns impede through traffic?	N	
9	As major road vehicles slow to turn do they impede other vehicles?	N	
10	Do parking maneuvers impede other vehicles?	N	
11	Are drivers not complying with the traffic control devices?	N	
12	Is there evidence that one or more curb radii are too small?	N	
13	Do pedestrians appear to cause conflict with vehicular traffic?	N	
14	Are there guidance or control problems that could be mitigated by	N	
	raised-curb channelization?		
	Non-Isolated Intersections	No/Yes/NA Approach	
15	Do queues from adjacent signalized intersections spillback into	N	
	the subject intersection?		
16	Do vehicles slowing to turn at adjacent intersections or driveways	N	
	contribute to the delay to major/minor road drivers?		
17	Is it possible that some drivers are diverting to the subject	N	
	intersection because of congestion on a nearby street?		
18	Does the arrival pattern of major road traffic platoons contribute	N	
	to the delay of minor road drivers?		

	Comments/Explanations to above responses
5	150 second traffic signal cycle time with only 10 seconds for minor street approach
	Reduction in cycle time could reduce minor street approach average vehicle delay
Gen.	Overall intersection operation is good with established 150 second signal cycle time.
	Roughly 33% of right turns are completed on red phase.
	No residual queue observed during any signal cycle over 4 hours of field observations.

ON-SITE OBSERVATION REPORT

Project/#:	Starbucks Retail Center Cocoa, FL	Analyst:	M. Hemmen
Location:	SR 520 Westbound - Willard St. at Delannoy Ave.	Date:	10/23/2019
Control:	Traffic Signal	Time:	7 am - 6pm
Lanes/Spd	Willard St.: 3-Ln @ 35 mph; Delannoy: 3-Ln @ 15 mph		

	Isolated & Non-Isolated Intersections	No/Yes/NA	Approach
1	Does road curvature, vegetation, buildings, parked cars, etc.	N	
	block drivers' view of conflicting vehicles?		
2	Is the intersection skew angle so sharp that it makes it difficult	N	
	to view conflicting vehicles or complete turns?		
3	Do vehicle speeds appear too high?	N	
4	Does the delay for the minor road right-turn appear excessive?	Y	
5	Does the delay for the minor road through appear excessive?	Y	
6	Does the delay for the minor road left-turn appear excessive?	Y	
7	Does the delay for the major road left-turn appear excessive?	N	
8	Does the queue for major road left-turns impede through traffic?	N	
9	As major road vehicles slow to turn do they impede other vehicles?	N	
10	Do parking maneuvers impede other vehicles?	N	
11	Are drivers not complying with the traffic control devices?	N	
12	Is there evidence that one or more curb radii are too small?	N	
13	Do pedestrians appear to cause conflict with vehicular traffic?	N	
14	Are there guidance or control problems that could be mitigated by	N	
	raised-curb channelization?		
	Non-Isolated Intersections	No/Yes/NA	Approach
15	Do queues from adjacent signalized intersections spillback into	N	
	the subject intersection?		
16	Do vehicles slowing to turn at adjacent intersections or driveways	Y	westbound
	contribute to the delay to major/minor road drivers?		
17	Is it possible that some drivers are diverting to the subject	N	
	intersection because of congestion on a nearby street?		
18	Does the arrival pattern of major road traffic platoons contribute	N	
	to the delay of minor road drivers?		

	Comments/Explanations to above responses
4,5,6	150 second traffic signal cycle time with only 10 seconds for minor street approach
	Reduction in cycle time could reduce minor street approach average vehicle delay
16	PM peak traffic at Brevard intersection impedes through traffic at Delannoy
Gen.	Overall intersection operation is good with established 150 second signal cycle time.
	Roughly 50% of southbound right turns are completed on red phase.
	No residual queue observed during any signal cycle over 4 hours of field observations.

MPH Transportation Planning
Tallahassee, Florida

Project No. MPH19-16 | 850-510-6461 | File Name : DelannoyKing
Starbucks Retail Site Cocoa, FL | Site Code : 00000001
Delannoy at King Street | Start Date : 10/23/2019
Page No : 1

Groups Printed- Vehicles

	Delannoy Avenue From South				King Street From West			
Start Time	Rt	Th	ROR	App. Total	Th	Lt	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0		
07:00	3	3	6	12	277	3	280	292
07:15	3	3	2	8	417	3	420	428
07:30	10	14	3	27	454	3	457	484
07:45	8	3	4	15	468	10	478	493
Total	24	23	15	62	1616	19	1635	1697
08:00	3	9	5	17	396	8	404	421
08:15	8	10	2	20	470	9	479	499
08:30	4	5	3	12	463	13	476	488
08:45	4	5	10	19	363	7	370	389
Total	19	29	20	68	1692	37	1729	1797
16:00	8	11	11	30	423	5	428	458
16:15	9	14	14	37	445	10	455	492
16:30	11	14	7	32	459	13	472	504
16:45	10	13	12	35	493	5	498	533
Total	38	52	44	134	1820	33	1853	1987
17:00	15	31	4	50	437	5	442	492
17:15	21	24	11	56	515	12	527	583
17:30	10	25	8	43	493	3	496	539
17:45	10	23	15	48	425	5	430	478
Total	56	103	38	197	1870	25	1895	2092
Grand Total	137	207	117	461	6998	114	7112	7573
Apprch %	29.7	44.9	25.4		98.4	1.6		
Total %	1.8	2.7	1.5	6.1	92.4	1.5	93.9	

	Delannoy Avenue From South				King Street From West			
Start Time	Rt	Th	ROR	App. Total	Th	Lt	App. Total	Int. Total
Peak Hour From 07:00 to 09:00 - Peak 1 of 1								
Intersection	07:45							
Volume	23	27	14	64	1797	40	1837	1901
Percent	35.9	42.2	21.9		97.8	2.2		
08:15 Volume	8	10	2	20	470	9	479	499
Peak Factor								0.952
High Int.	08:15				08:15			
Volume	8	10	2	20	470	9	479	
Peak Factor				0.800			0.959	
Peak Hour From 07:00 to 09:00 - Peak 1 of 1								
By Approach	07:30				07:45			
Volume	29	36	14	79	1797	40	1837	
Percent	36.7	45.6	17.7		97.8	2.2		
High Int.	07:30				08:15			
Volume	10	14	3	27	470	9	479	
Peak Factor				0.731			0.959	
Peak Hour From 16:00 to 17:45 - Peak 1 of 1								
Intersection	16:45							
Volume	56	93	35	184	1938	25	1963	2147
Percent	30.4	50.5	19.0		98.7	1.3		
17:15 Volume	21	24	11	56	515	12	527	583
Peak Factor								0.921
High Int.	17:15				17:15			
Volume	21	24	11	56	515	12	527	
Peak Factor				0.821			0.931	

MPH Transportation Planning
Tallahassee, Florida
850-510-6461

Project No. MPH19-16
Starbucks Retail Site Cocoa, FL
Delannoy at King Street

File Name : DelannoyKing
Site Code : 00000001
Start Date : 10/23/2019
Page No : 2

	Delannoy Avenue From South				King Street From West			
Start Time	Rt	Th	ROR	App. Total	Th	Lt	App. Total	Int. Total
Peak Hour From 16:00 to 17:45 - Peak 1 of 1								
By Approach	17:00				16:45			
Volume	56	103	38	197	1938	25	1963	
Percent	28.4	52.3	19.3		98.7	1.3		
High Int.	17:15				17:15			
Volume	21	24	11	56	515	12	527	
Peak Factor				0.879			0.931	

MPH Transportation Planning
Tallahassee, Florida

Project No. MPH19-16 | 850-510-6461 | File Name : DelannoyWillard
Starbucks Retail Site Cocoa, FL | Site Code : 00000002
Delannoy Ave. at Willard Street | Start Date : 10/23/2019
Page No : 1

Groups Printed- Vehicles

	From North			From East			From South			From West		
Start Time	Rt	ROR	App. Total	Rt	Th	App. Total	Th	Lt	App. Total	PED	App. Total	Int. Total
Factor	1.0	1.0		1.0	1.0		1.0	1.0		1.0		
07:00	2	1	3	1	261	262	2	3	5	0	0	270
07:15	0	4	4	0	456	456	1	3	4	7	7	471
07:30	1	3	4	0	633	633	4	12	16	5	5	658
07:45	0	9	9	0	427	427	8	3	11	0	0	447
Total	3	17	20	1	1777	1778	15	21	36	12	12	1846
08:00	3	2	5	0	455	455	9	9	18	0	0	478
08:15	2	5	7	1	367	368	10	10	20	2	2	397
08:30	0	7	7	1	422	423	10	7	17	2	2	449
08:45	2	2	4	3	395	398	2	9	11	1	1	414
Total	7	16	23	5	1639	1644	31	35	66	5	5	1738
16:00	9	4	13	2	539	541	1	17	18	1	1	573
16:15	0	5	5	1	791	792	1	20	21	2	2	820
16:30	7	4	11	1	650	651	8	17	25	3	3	690
16:45	0	5	5	7	619	626	1	24	25	0	0	656
Total	16	18	34	11	2599	2610	11	78	89	6	6	2739
17:00	12	8	20	1	695	696	4	31	35	0	0	751
17:15	5	4	9	0	780	780	3	31	34	0	0	823
17:30	0	5	5	0	651	651	2	28	30	0	0	686
17:45	1	1	2	1	663	664	5	24	29	0	0	695
Total	18	18	36	2	2789	2791	14	114	128	0	0	2955
Grand Total	44	69	113	19	8804	8823	71	248	319	23	23	9278
Apprch %	38.9	61.1		0.2	99.8		22.3	77.7		100.0		
Total %	0.5	0.7	1.2	0.2	94.9	95.1	0.8	2.7	3.4	0.2	0.2	

	From North			From East			From South			From West		
Start Time	Rt	ROR	App. Total	Rt	Th	App. Total	Th	Lt	App. Total	PED	App. Total	Int. Total
Peak Hour From 07:00 to 09:00 - Peak 1 of 1												
Intersection	07:15											
Volume	4	18	22	0	1971	1971	22	27	49	12	12	2054
Percent	18.2	81.8		0.0	100.0		44.9	55.1		100.0		
07:30 Volume	1	3	4	0	633	633	4	12	16	5	5	658
Peak Factor												0.780
High Int.	07:45			07:30			08:00			07:15		
Volume	0	9	9	0	633	633	9	9	18	7	7	
Peak Factor			0.611			0.778			0.681		0.429	
Peak Hour From 07:00 to 09:00 - Peak 1 of 1												
By Approach	07:45			07:15			07:45			07:00		
Volume	5	23	28	0	1971	1971	37	29	66	12	12	
Percent	17.9	82.1		0.0	100.0		56.1	43.9		100.0		
High Int.	07:45			07:30			08:15			07:15		
Volume	0	9	9	0	633	633	10	10	20	7	7	
Peak Factor			0.778			0.778			0.825		0.429	
Peak Hour From 16:00 to 17:45 - Peak 1 of 1												
Intersection	17:00											
Volume	18	18	36	2	2789	2791	14	114	128	0	0	2955
Percent	50.0	50.0		0.1	99.9		10.9	89.1		0.0		
17:15 Volume	5	4	9	0	780	780	3	31	34	0	0	823
Peak Factor												0.898
High Int.	17:00			17:15			17:00					
Volume	12	8	20	0	780	780	4	31	35			
Peak Factor			0.450			0.895			0.914			

MPH Transportation Planning
Tallahassee, Florida
850-510-6461

Project No. MPH19-16
Starbucks Retail Site Cocoa, FL
Delannoy Ave. at Willard Street

File Name : DelannoyWillard
Site Code : 00000002
Start Date : 10/23/2019

	From North			From East			From South			From West		
Start Time	Rt	ROR	App. Total	Rt	Th	App. Total	Th	Lt	App. Total	PED	App. Total	Int. Total
Peak Hour From 16:00 to 17:45 - Peak 1 of 1												
By Approach	16:30			17:00			17:00			16:00		
Volume	24	21	45	2	2789	2791	14	114	128	6	6	
Percent	53.3	46.7		0.1	99.9		10.9	89.1		100.0		
High Int.	17:00			17:15			17:00			16:30		
Volume	12	8	20	0	780	780	4	31	35	3	3	
Peak Factor			0.563			0.895			0.914		0.500	

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

COUNTY: 70 - BREVARD

SITE: 5071 - ON SR-520 (EB), 0.613 MI. E OF US-1 (WB=5050) HIT

YEAR	AADT		DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2018	24000	F	0	0	9.00	99.90	3.50
2017	23500	C	E 23500	0	9.00	99.90	3.50
2016	25000	C	E 25000	0	9.00	99.90	5.60
2015	26500	C	E 26500	0	9.00	99.90	4.70
2014	26000	C	E 26000		9.00	99.90	8.70
2013	24000	C	E 24000	0	9.00	99.90	3.50
2012	22500	C	E 22500	0	9.00	99.90	4.10
2011	19000	C	E 19000	0	9.00	99.90	7.20
2010	19000	C	E 19000	0	10.91	99.99	6.40
2009	25500	C	E 25500	0	11.80	99.99	4.10
2008	25000	F	0	0	11.37	99.99	2.80
2007	26000	C	E 26000	0	9.20	99.99	4.10
2006	27000	C	E 27000	0	11.35	99.99	5.10
2005	28500	C	E 28500		11.30	99.90	3.20
2004	27500	C	E		10.10	99.90	3.80
2003	26500	C	E 26500		9.80	99.90	3.80

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2018 HISTORICAL AADT REPORT

COUNTY: 70 - BREVARD

SITE: 5050 - ON SR-520 (WB), 0.370 MI. E OF US-1 (EB=5071) (UV)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2018	29000 C	W 29000	0	9.00	99.90	4.10
2017	25500 C	W 25500	0	9.00	99.90	4.20
2016	24000 C	W 24000	0	9.00	99.90	4.30
2015	27500 C	0	0	9.00	99.90	4.90
2014	26500 C	W 26500		9.00	99.90	8.10
2013	24500 C	W 24500	0	9.00	99.90	7.30
2012	24000 C	W 24000	0	9.00	99.90	5.50
2011	24000 C	W 24000	0	9.00	99.90	4.20
2010	18000 C	W 18000	0	10.91	99.99	4.80
2009	23500 C	W 23500	0	11.80	99.99	4.10
2008	26500 C	W 26500	0	11.37	99.99	2.80
2007	25500 C	W 25500	0	9.20	99.99	4.10
2006	26500 C	W 26500	0	11.35	99.99	5.10
2005	28500 C	W 28500		11.30	99.90	3.20
2004	31000 C	W		10.10	99.90	3.80
2003	27500 C	W 27500	0	9.80	99.90	3.80

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

COUNTY: 70
STATION: 5050
DESCRIPTION: ON SR-520 (WB), 0.370 MI. E OF US-1 (EB=5071) (UV)
START DATE: 09/26/2018
START TIME: 0000

DIRECTION: W

TIME	1ST	2ND	3RD	4TH	TOTAL
0000	54	34	31	26	145
0100	30	19	17	13	79
0200	21	15	9	15	60
0300	10	14	16	13	53
0400	19	26	38	40	123
0500	39	53	84	93	269
0600	117	156	229	242	744
0700	243	349	428	439	1459
0800	389	392	346	391	1518
0900	350	378	385	361	1474
1000	346	408	443	407	1604
1100	407	448	472	485	1812
1200	490	486	454	477	1907
1300	549	541	528	537	2155
1400	428	522	569	520	2039
1500	528	602	665	625	2420
1600	689	757	743	514	2703
1700	733	756	538	477	2504
1800	390	388	352	322	1452
1900	304	318	320	321	1263
2000	303	243	216	216	978
2100	194	181	144	101	620
2200	123	110	73	58	364
2300	92	76	65	38	271
24-HOUR TOTALS:					28016

PEAK VOLUME INFORMATION

	HOUR	VOLUME
A.M.	730	1648
P.M.	1545	2814
DAILY	1545	2814

GENERATED BY SPS 5.0.53P

Appendix C: HCS Analysis

SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*King at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*AM Peak*	Analysis Year	*2019 Existing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	*0*	*3*						*1*	*1*			
Lane Group		*LT*						*T*	*R*			
Volume (vph)	*40*	*1797*						*27*	*37*			
% Heavy Vehicles	*1*	*1*						*1*	*1*			
PHF	*0.90*	*0.90*						*0.90*	*0.90*			
Pretimed/Actuated (P/A)	*A*	*A*						*A*	*A*			
Startup Lost Time		*2.0*						*2.0*	*2.0*			
Extension of Effective Green		*2.0*						*2.0*	*2.0*			
Arrival Type		*3*						*3*	*3*			
Unit Extension		*3.0*						*3.0*	*3.0*			
Ped/Bike/RTOR Volume	*0*	*0*					*0*	*0*	*14*			
Lane Width		*12.0*						*12.0*	*12.0*			
Parking/Grade/Parking	*N*	*0*	*N*				*N*	*0*	*N*			
Parking/Hour												
Bus Stops/Hour		*0*						*0*	*0*			
Minimum Pedestrian Time		*3.2*						*3.2*				

Phasing	EB Only	02	03	04	NB Only	06	07	08
Timing	G = *125.0*	G =	G =	G =	G = *15.0*	G =	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y =	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		*2041*						*30*	*26*			
Lane Group Capacity		*3839*						*169*	*1439*			
v/c Ratio		*0.53*						*0.18*	*0.02*			
Green Ratio		*0.83*						*0.10*	*1.00*			
Uniform Delay d_1		*3.7*						*61.8*	*0.0*			
Delay Factor k		*0.13*						*0.11*	*0.11*			
Incremental Delay d_2		*0.1*						*0.5*	*0.0*			
PF Factor		*1.000*						*1.000*	*0.950*			
Control Delay		*3.9*						*62.4*	*0.0*			
Lane Group LOS		*A*						*E*	*A*			
Approach Delay		*3.9*						*33.4*				
Approach LOS		*A*						*C*				
Intersection Delay		*4.7*			Intersection LOS						*A*	

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*King at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*PM Peak*	Analysis Year	*2019 Existing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	*0*	*3*						*1*	*1*			
Lane Group		*LT*						*T*	*R*			
Volume (vph)	*25*	*1938*						*93*	*91*			
% Heavy Vehicles	*1*	*1*						*1*	*1*			
PHF	*0.90*	*0.90*						*0.90*	*0.90*			
Pretimed/Actuated (P/A)	*A*	*A*						*A*	*A*			
Startup Lost Time		*2.0*						*2.0*	*2.0*			
Extension of Effective Green		*2.0*						*2.0*	*2.0*			
Arrival Type		*3*						*3*	*3*			
Unit Extension		*3.0*						*3.0*	*3.0*			
Ped/Bike/RTOR Volume	*0*	*0*					*0*	*0*	*35*			
Lane Width		*12.0*						*12.0*	*12.0*			
Parking/Grade/Parking	*N*	*0*	*N*				*N*	*0*	*N*			
Parking/Hour												
Bus Stops/Hour		*0*						*0*	*0*			
Minimum Pedestrian Time		*3.2*						*3.2*				

Phasing	EB Only	02	03	04	NB Only	06	07	08
Timing	G = *125.0*	G =	G =	G =	G = *15.0*	G =	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y =	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		*2181*						*103*	*62*			
Lane Group Capacity		*3841*						*169*	*1439*			
v/c Ratio		*0.57*						*0.61*	*0.04*			
Green Ratio		*0.83*						*0.10*	*1.00*			
Uniform Delay d_1		*4.0*						*64.7*	*0.0*			
Delay Factor k		*0.16*						*0.20*	*0.11*			
Incremental Delay d_2		*0.2*						*6.3*	*0.0*			
PF Factor		*1.000*						*1.000*	*0.950*			
Control Delay		*4.2*						*71.0*	*0.0*			
Lane Group LOS		*A*						*E*	*A*			
Approach Delay		*4.2*						*44.3*				
Approach LOS		*A*						*D*				
Intersection Delay		*7.0*			Intersection LOS						*A*	

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*King at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*AM Peak*	Analysis Year	*2020 Existing + Project*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	*0*	*3*						*1*	*1*			
Lane Group		*LT*						*T*	*R*			
Volume (vph)	*40*	*1847*						*27*	*42*			
% Heavy Vehicles	*1*	*1*						*1*	*1*			
PHF	*0.90*	*0.90*						*0.90*	*0.90*			
Pretimed/Actuated (P/A)	*A*	*A*						*A*	*A*			
Startup Lost Time		*2.0*						*2.0*	*2.0*			
Extension of Effective Green		*2.0*						*2.0*	*2.0*			
Arrival Type		*3*						*3*	*3*			
Unit Extension		*3.0*						*3.0*	*3.0*			
Ped/Bike/RTOR Volume	*0*	*0*					*0*	*0*	*14*			
Lane Width		*12.0*						*12.0*	*12.0*			
Parking/Grade/Parking	*N*	*0*	*N*				*N*	*0*	*N*			
Parking/Hour												
Bus Stops/Hour		*0*						*0*	*0*			
Minimum Pedestrian Time		*3.2*						*3.2*				

Phasing	EB Only	02	03	04	NB Only	06	07	08
Timing	G = *125.0*	G =	G =	G =	G = *15.0*	G =	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y =	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		*2096*						*30*	*31*			
Lane Group Capacity		*3839*						*169*	*1439*			
v/c Ratio		*0.55*						*0.18*	*0.02*			
Green Ratio		*0.83*						*0.10*	*1.00*			
Uniform Delay d_1		*3.8*						*61.8*	*0.0*			
Delay Factor k		*0.15*						*0.11*	*0.11*			
Incremental Delay d_2		*0.2*						*0.5*	*0.0*			
PF Factor		*1.000*						*1.000*	*0.950*			
Control Delay		*4.0*						*62.4*	*0.0*			
Lane Group LOS		*A*						*E*	*A*			
Approach Delay	*4.0*						*30.7*					
Approach LOS	*A*						*C*					
Intersection Delay	*4.7*			Intersection LOS						*A*		

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*King at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*PM Peak*	Analysis Year	*2019 Existing + Project = 2020*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes	*0*	*3*						*1*	*1*			
Lane Group		*LT*						*T*	*R*			
Volume (vph)	*25*	*1964*						*93*	*94*			
% Heavy Vehicles	*1*	*1*						*1*	*1*			
PHF	*0.90*	*0.90*						*0.90*	*0.90*			
Pretimed/Actuated (P/A)	*A*	*A*						*A*	*A*			
Startup Lost Time		*2.0*						*2.0*	*2.0*			
Extension of Effective Green		*2.0*						*2.0*	*2.0*			
Arrival Type		*3*						*3*	*3*			
Unit Extension		*3.0*						*3.0*	*3.0*			
Ped/Bike/RTOR Volume	*0*	*0*					*0*	*0*	*35*			
Lane Width		*12.0*						*12.0*	*12.0*			
Parking/Grade/Parking	*N*	*0*	*N*				*N*	*0*	*N*			
Parking/Hour												
Bus Stops/Hour		*0*						*0*	*0*			
Minimum Pedestrian Time		*3.2*						*3.2*				

Phasing	EB Only	02	03	04	NB Only	06	07	08
Timing	G = *125.0*	G =	G =	G =	G = *15.0*	G =	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y =	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate		*2210*						*103*	*66*			
Lane Group Capacity		*3841*						*169*	*1439*			
v/c Ratio		*0.58*						*0.61*	*0.05*			
Green Ratio		*0.83*						*0.10*	*1.00*			
Uniform Delay d_1		*4.0*						*64.7*	*0.0*			
Delay Factor k		*0.17*						*0.20*	*0.11*			
Incremental Delay d_2		*0.2*						*6.3*	*0.0*			
PF Factor		*1.000*						*1.000*	*0.950*			
Control Delay		*4.2*						*71.0*	*0.0*			
Lane Group LOS		*A*						*E*	*A*			
Approach Delay		*4.2*						*43.3*				
Approach LOS		*A*						*D*				
Intersection Delay		*7.0*			Intersection LOS						*A*	

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*Willard at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*AM Peak*	Analysis Year	*2019 Existing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes					*3*	*0*	*1*	*2*				*1*
Lane Group					*TR*		*L*	*LT*				*R*
Volume (vph)					*1971*	*0*	*27*	*22*				*22*
% Heavy Vehicles					*0*	*0*	*0*	*1*				*0*
PHF					*0.90*	*0.90*	*0.90*	*0.90*				*0.90*
Pretimed/Actuated (P/A)					*A*	*A*	*A*	*A*				*A*
Startup Lost Time					*2.0*		*2.0*	*2.0*				*2.0*
Extension of Effective Green					*2.0*		*2.0*	*2.0*				*2.0*
Arrival Type					*3*		*3*	*3*				*3*
Unit Extension					*3.0*		*3.0*	*3.0*				*3.0*
Ped/Bike/RTOR Volume				*0*	*0*	*0*	*0*	*0*		*0*	*0*	*18*
Lane Width					*12.0*		*12.0*	*12.0*				*12.0*
Parking/Grade/Parking				*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*
Parking/Hour												
Bus Stops/Hour					*0*		*0*	*0*				*0*
Minimum Pedestrian Time					*3.2*			*3.2*			*3.2*	

Phasing	WB Only	02	03	04	NB Only	SB Only	07	08
Timing	G = *120.0*	G =	G =	G =	G = *12.0*	G = *3.0*	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y = *5*	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate					*2190*		*30*	*24*				*4*
Lane Group Capacity					*3726*		*130*	*258*				*1262*
v/c Ratio					*0.59*		*0.23*	*0.09*				*0.00*
Green Ratio					*0.80*		*0.08*	*0.08*				*0.85*
Uniform Delay d_1					*5.7*		*64.7*	*64.0*				*1.6*
Delay Factor k					*0.18*		*0.11*	*0.11*				*0.11*
Incremental Delay d_2					*0.2*		*0.9*	*0.2*				*0.0*
PF Factor					*1.000*		*1.000*	*1.000*				*1.000*
Control Delay					*5.9*		*65.6*	*64.1*				*1.6*
Lane Group LOS					*A*		*E*	*E*				*A*
Approach Delay					*5.9*			*64.9*			*1.6*	
Approach LOS					*A*			*E*			*A*	
Intersection Delay	*7.3*			Intersection LOS						*A*		

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*Willard at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*PM Peak*	Analysis Year	*2019 Existing*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes					*3*	*0*	*1*	*2*				*1*
Lane Group					*TR*		*L*	*LT*				*R*
Volume (vph)					*2789*	*2*	*114*	*14*				*36*
% Heavy Vehicles					*0*	*0*	*0*	*1*				*0*
PHF					*0.90*	*0.90*	*0.90*	*0.90*				*0.90*
Pretimed/Actuated (P/A)					*A*	*A*	*A*	*A*				*A*
Startup Lost Time					*2.0*		*2.0*	*2.0*				*2.0*
Extension of Effective Green					*2.0*		*2.0*	*2.0*				*2.0*
Arrival Type					*3*		*3*	*3*				*3*
Unit Extension					*3.0*		*3.0*	*3.0*				*3.0*
Ped/Bike/RTOR Volume				*0*	*0*	*0*	*0*	*0*		*0*	*0*	*18*
Lane Width					*12.0*		*12.0*	*12.0*				*12.0*
Parking/Grade/Parking				*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*
Parking/Hour												
Bus Stops/Hour					*0*		*0*	*0*				*0*
Minimum Pedestrian Time					*3.2*			*3.2*			*3.2*	

Phasing	WB Only	02	03	04	NB Only	SB Only	07	08
Timing	G = *112.0*	G =	G =	G =	G = *20.0*	G = *3.0*	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y = *5*	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate					*3101*		*127*	*16*				*20*
Lane Group Capacity					*3478*		*217*	*430*				*1183*
v/c Ratio					*0.89*		*0.59*	*0.04*				*0.02*
Green Ratio					*0.75*		*0.13*	*0.13*				*0.80*
Uniform Delay d_1					*14.4*		*61.1*	*56.6*				*3.0*
Delay Factor k					*0.42*		*0.18*	*0.11*				*0.11*
Incremental Delay d_2					*3.3*		*4.0*	*0.0*				*0.0*
PF Factor					*1.000*		*1.000*	*1.000*				*1.000*
Control Delay					*17.7*		*65.1*	*56.6*				*3.0*
Lane Group LOS					*B*		*E*	*E*				*A*
Approach Delay					*17.7*			*64.2*			*3.0*	
Approach LOS					*B*			*E*			*A*	
Intersection Delay	*19.7*			Intersection LOS						*B*		

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*Willard at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*AM Peak*	Analysis Year	*2019 Existing + Project = 2020*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes					*3*	*0*	*1*	*2*				*1*
Lane Group					*TR*		*L*	*LT*				*R*
Volume (vph)					*2024*	*0*	*27*	*22*				*22*
% Heavy Vehicles					*0*	*0*	*0*	*1*				*0*
PHF					*0.90*	*0.90*	*0.90*	*0.90*				*0.90*
Pretimed/Actuated (P/A)					*A*	*A*	*A*	*A*				*A*
Startup Lost Time					*2.0*		*2.0*	*2.0*				*2.0*
Extension of Effective Green					*2.0*		*2.0*	*2.0*				*2.0*
Arrival Type					*3*		*3*	*3*				*3*
Unit Extension					*3.0*		*3.0*	*3.0*				*3.0*
Ped/Bike/RTOR Volume				*0*	*0*	*0*	*0*	*0*		*0*	*0*	*18*
Lane Width					*12.0*		*12.0*	*12.0*				*12.0*
Parking/Grade/Parking				*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*
Parking/Hour												
Bus Stops/Hour					*0*		*0*	*0*				*0*
Minimum Pedestrian Time					*3.2*			*3.2*			*3.2*	

Phasing	WB Only	02	03	04	NB Only	SB Only	07	08
Timing	G = *120.0*	G =	G =	G =	G = *12.0*	G = *3.0*	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y = *5*	Y =	Y =

Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate					*2249*		*30*	*24*				*4*
Lane Group Capacity					*3726*		*130*	*258*				*1262*
v/c Ratio					*0.60*		*0.23*	*0.09*				*0.00*
Green Ratio					*0.80*		*0.08*	*0.08*				*0.85*
Uniform Delay d_1					*5.8*		*64.7*	*64.0*				*1.6*
Delay Factor k					*0.19*		*0.11*	*0.11*				*0.11*
Incremental Delay d_2					*0.3*		*0.9*	*0.2*				*0.0*
PF Factor					*1.000*		*1.000*	*1.000*				*1.000*
Control Delay					*6.1*		*65.6*	*64.1*				*1.6*
Lane Group LOS					*A*		*E*	*E*				*A*
Approach Delay					*6.1*			*64.9*			*1.6*	
Approach LOS					*A*			*E*			*A*	
Intersection Delay	*7.5*			Intersection LOS						*A*		

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SHORT REPORT

General Information		Site Information	
Analyst	*M.Hemmen*	Intersection	*Willard at Delannoy*
Agency or Co.	*MPH Transportation Planning*	Area Type	*CBD or Similar*
Date Performed	*10/24/2019*	Jurisdiction	*FDOT-D5*
Time Period	*PM Peak*	Analysis Year	*2019 Existing + Project = 2020*

Volume and Timing Input

	EB			WB			NB			SB		
	LT	TH	RT	LT	TH	RT	LT	TH	RT	LT	TH	RT
Number of Lanes					*3*	*0*	*1*	*2*				*1*
Lane Group					*TR*		*L*	*LT*				*R*
Volume (vph)					*2819*	*2*	*114*	*14*				*36*
% Heavy Vehicles					*0*	*0*	*0*	*1*				*0*
PHF					*0.90*	*0.90*	*0.90*	*0.90*				*0.90*
Pretimed/Actuated (P/A)					*A*	*A*	*A*	*A*				*A*
Startup Lost Time					*2.0*		*2.0*	*2.0*				*2.0*
Extension of Effective Green					*2.0*		*2.0*	*2.0*				*2.0*
Arrival Type					*3*		*3*	*3*				*3*
Unit Extension					*3.0*		*3.0*	*3.0*				*3.0*
Ped/Bike/RTOR Volume				*0*	*0*	*0*	*0*	*0*		*0*	*0*	*18*
Lane Width					*12.0*		*12.0*	*12.0*				*12.0*
Parking/Grade/Parking				*N*	*0*	*N*	*N*	*0*	*N*	*N*	*0*	*N*
Parking/Hour												
Bus Stops/Hour					*0*		*0*	*0*				*0*
Minimum Pedestrian Time					*3.2*			*3.2*			*3.2*	

Phasing	WB Only	02	03	04	NB Only	SB Only	07	08
Timing	G = *112.0*	G =	G =	G =	G = *20.0*	G = *3.0*	G =	G =
	Y = *5*	Y =	Y =	Y =	Y = *5*	Y = *5*	Y =	Y =

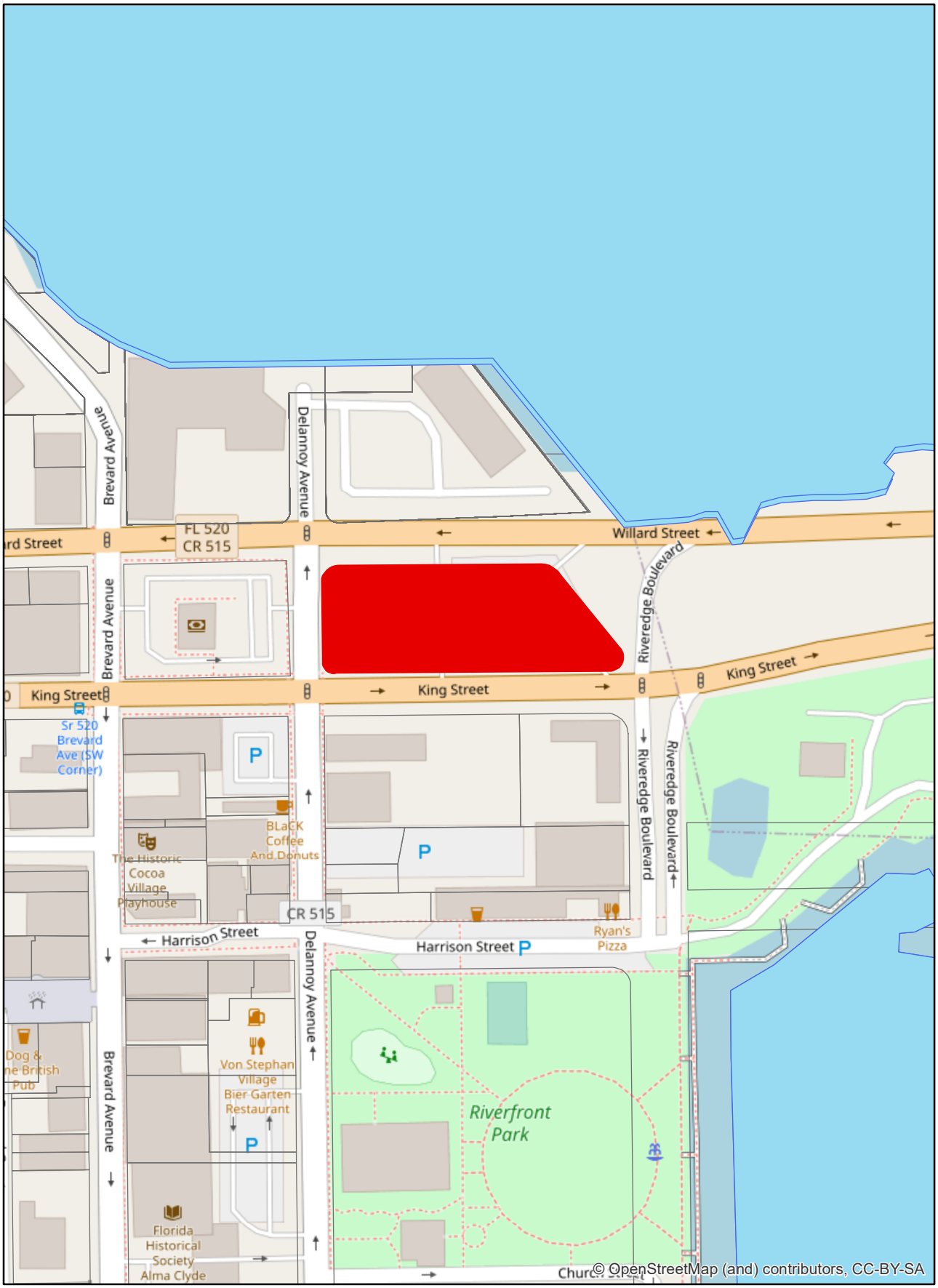
Duration of Analysis (hrs) = *0.25* | Cycle Length C = *150.0*

Lane Group Capacity, Control Delay, and LOS Determination

	EB			WB			NB			SB		
Adjusted Flow Rate					*3134*		*127*	*16*				*20*
Lane Group Capacity					*3478*		*217*	*430*				*1183*
v/c Ratio					*0.90*		*0.59*	*0.04*				*0.02*
Green Ratio					*0.75*		*0.13*	*0.13*				*0.80*
Uniform Delay d_1					*14.7*		*61.1*	*56.6*				*3.0*
Delay Factor k					*0.42*		*0.18*	*0.11*				*0.11*
Incremental Delay d_2					*3.7*		*4.0*	*0.0*				*0.0*
PF Factor					*1.000*		*1.000*	*1.000*				*1.000*
Control Delay					*18.4*		*65.1*	*56.6*				*3.0*
Lane Group LOS					*B*		*E*	*E*				*A*
Approach Delay					*18.4*			*64.2*			*3.0*	
Approach LOS					*B*			*E*			*A*	
Intersection Delay	*20.3*			Intersection LOS						*C*		

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100 Delannoy Ave



CITY OF COCOA
NOTICE OF PUBLIC HEARING AND ZONING MAP AMENDMENT

NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

For "Arbours at Cocoa Landings":

A. APPROVAL OF A LARGE SCALE SITE PLAN (Arbours at Cocoa Landings) consistent with Appendix A Zoning, Article XIII, Section 1, of the City Code to construct a total of 280 apartment units in thirteen (13) apartment buildings, along with a clubhouse with pool, maintenance building, playground and dog park on three (3) parcels located on the south side of State Road 524, and 0.25 miles east of Cox Road. Parcel ID number: 24-35-24-00-250.1 and 24-35-24-00-255 and 24-35-24-00-252.

For "Quail Ridge" Apartments:

B. APPROVAL OF A LARGE SCALE SITE PLAN (Quail Ridge Apartments) consistent with Appendix A Zoning, Article XIII, Section 1, of the City Code to construct a total of 40 apartment units in one (1) apartment building, along with racquetball court, walking trail and dog park on one (1) parcel located on the south side of Otterbein Drive, and 0.25 miles west of Clearlake Road. Parcel ID number: 24-36-18-00-765.

For "100 Delannoy Ave.":

C. APPROVAL OF A DEVELOPMENT AGREEMENT, consistent with Appendix A Zoning of the City Code, to approve a conceptual development plan for a Single-Story Commercial Building type with retail development and a drive-thru use, on a parcel of land in the Waterfront Sub-district of the Cocoa Waterfront Overlay District. The subject property is located at 100 Delannoy Ave. and is further identified as Parcel ID number: 24-36-33-06-*-7.

For "Gem Industries":

Ordinance No. XX-2020

D. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 0.60 ACRES, MORE OR LESS, GENERALLY LOCATED ON STATE ROAD 520, WEST OF COX ROAD AND EAST OF TOWNSEND ROAD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY COMMUNITY COMMERCIAL TO CITY OF COCOA INDUSTRIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. The subject parcel is located at 4050 W King St, Cocoa, FL and further identified as Parcel ID number 24-35-26-00-763.1.

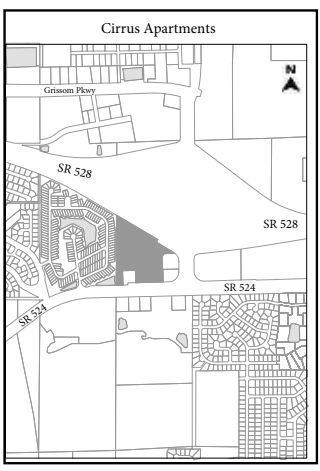


For "Cirrus" Apartments:

Ordinance No. XX-2020

E. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 15.74 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON STATE ROAD 524, DIRECTLY SOUTH OF STATE ROAD 528 AND WEST OF EAST INDUSTRY ROAD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM GENERAL COMMERCIAL (CG) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

F. APPROVAL OF A PRELIMINARY SUBDIVISION / LARGE SCALE SITE PLAN (Cirrus Apartments) consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code. The property owner desires to develop a mixed-use planned unit development project containing 280 apartment units and future commercial uses. The subject property is generally located on State Road 524, directly south of State Road 528 and west of East Industry Road, in Cocoa, FL. The property is identified as Parcel # 24-36-18-27-*-1.



Ordinance No. XX-2020

G. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A, 5 AND 6 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; LIMITING THE FUTURE APPLICATION OF THE RU-2-10 ZONING DISTRICT AND THE REGULATIONS THEREIN PERTAINING TO THE CONSTRUCTION OF SINGLE-FAMILY DWELLINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD ON
December 15, 2020
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

CITY COUNCIL WILL CONSIDER ALL ITEMS (EXCEPT THE LARGE SCALE SITE PLANS FOR ITEMS A, B and F) ON January 12, 2021
AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 Information:
Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.
(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.
(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meetings@cocoafl.org or mailing to the following address:
City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922
Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.
(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:
• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx
Interested persons may submit their written comments or questions during the hearings by email at: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above.

Special Information for Quasi-Judicial Hearings:
Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at a quasi-judicial hearing is highly encouraged to immediately contact Dodie Selig, Planning and Zoning Manager, at (321) 433-8510 or dselig@cocoafl.org, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses must be identified and all evidentiary documents and exhibits that are intended to be distributed to the P&Z/LPA and City Council must be submitted to Ms. Selig via email or mail prior to the hearing.

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. 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.

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 P&Z Board/LPA or 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.

The PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

FT-CC10543740-01

Legislation Details (With Text)

File #:	21-51	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	12/22/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Consideration of a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for an Applicant Initiated request to change the Future Land Use Map designation of one (1) parcel from Brevard County “Community Commercial” to City of Cocoa “Industrial”. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 01-2021 FLU Amendment Gem Industries to Industrial.pdf Exhibit A - Legal Description.pdf Gem King St FLU map 12-15-20.pdf FLU Application and Petition.pdf Legal Ad Proof.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2020
Agenda Date: January 12, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Consideration of a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for an Applicant Initiated request to change the Future Land Use Map designation of one (1) parcel from Brevard County “Community Commercial” to City of Cocoa “Industrial”.

BACKGROUND:

On October 15, 2020, Ordinance 14-2020 was approved by the City Council, annexing one (1) parcel of real property into the City of Cocoa. The subject property for this Future Land Use Map amendment is comprised of 1 individual parcel, consisting of approximately 0.60 acres of developed land. The parcel is owned by Gem Industries, Inc.

The Applicant has petitioned the City for the application of a Future Land Use designation. A map depicting the subject parcel is attached as Exhibit A. The subject property is located primarily west of the intersection of State Road 520 and Cox Road.

The assignment of a City Future Land Use designation must be consistent with the City’s Comprehensive Plan. Policy 1.1.2.10 states that industrial areas shall be regarded as appropriate for

activities associated with industrial development, which can include materials processing, materials assembly, product manufacturing, and storage of finished products.

Currently, the subject parcel is covered by a Brevard County Future Land Use of Community Commercial. Pursuant to Section 171.062 Florida Statutes, Brevard County land use plan and zoning or subdivision regulations will remain in effect until the City of Cocoa adopts City zoning for the area.

Future Land Use Designation: Current: Brevard County -- Community Commercial -- CC

Proposed: Industrial

Zoning District: Current: Brevard County - Light Industrial -- IU

Proposed: TBD

Existing Land Use: Commercial (Fencing Supply)

Council District: District 3 - Councilmember Rip Dyal

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	PIP (Brevard County)	Manufacturing
South	Community Commercial (Brevard County)	BU-1 (Brevard County)	Vacant Land
East	Community Commercial (Brevard County)	IU (Brevard County)	Retention pond
West	Community Commercial (Brevard County)	TU-2 (Brevard County)	Vacant Land

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget, or the economy of the city or the region;

> **Staff Finding:** *Application of a City of Cocoa LDR Future Land Use designation would allow for the industrial use on the property. This would shift the current tax revenue and capital investments from Brevard County to the City of Cocoa.*

(2) Whether the proposed amendment will diminish the level of service of public facilities;

> **Staff Finding:** *The future land use amendment will not negatively impact or diminish the service level of public facilities.*

> Potable Water: The subject parcels is served by the City of Cocoa Utilities Department for

water service.

Sanitary Sewer: The City of Cocoa sanitary sewer in available in this area.

Solid Waste: The solid waste service to this parcel is provided by a private hauler.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which provides maintenance for the retention ponds and drainage features in the area.

Transportation: The subject property has an entrance from State Road 520 which is classified as an arterial roadway on Map M-II-2 of the City of Cocoa Comprehensive Plan 2020 - 2030. Overall, there would be minimal effect on the transportation capacity of the immediate area.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The subject property consists of an existing 4,800 square foot building and is completely developed. The proposed FLUM amendment will have no impact on the environment or the natural/historic resources of the city.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed FLUM amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - "In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner". The subject parcel is an already developed property and will place no additional demands upon the city's resources.

This application is also consistent with the East Central Florida region's 2017 Comprehensive Economic Development Strategy - Goal PL2: "Assist with Redevelopment and place making efforts" as it will provide an expanded opportunity for future Industrial and/or commercial growth along an older commercial corridor.

(5) Whether the city is able to provide adequate service from public facilities to the affected property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

Staff Finding: Police Protection is provided by the City of Cocoa Police Department. They indicate that they will be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources.

Fire Protection is provided by the City of Cocoa's Fire Station No. 1 (1740 Dixon Blvd), Back-up service will be provided by Brevard County's Fire Station No. 44 (3785 W. King Street). All stations will provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The proposed Future Land Use of Industrial will be consistent with the existing developments in the area by providing an extension of the existing Industrial FLU designation on the west side of Cox Rd. The Industrial FLU category also allows commercial zoning district designations, which are compatible with existing uses along this section of SR 520.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The subject property is constant with the following goals of the comprehensive plan: GOAL 1.1: Create and maintain a broad range of activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare and appearance through the thoughtful planned use and development of the land and public facilities. GOAL 13.1: The City shall maintain an ongoing commitment to Intergovernmental Coordination to ensure that the growth management goals of the comprehensive plan will be effectively implemented.

In addition, the designation must be consistent with the specific Comprehensive Plan policies regarding appropriate locations for Industrial:

Policy 1.1.2.10 Industrial (IND). Industrial areas shall be regarded as appropriate for activities associates with industrial development, which can include materials processing, materials assembly, product manufacturing and storage of finished products. Uses can include manufacturing facilities, warehouse distribution centers and truck terminals. The following criteria shall be used for determining appropriate locations for industrial land use designations on the future land use map.

A. Industrial areas shall also serve as an area to locate businesses with principal uses and activities which could have adverse secondary effects (i.e., increase crime; neighborhood deterioration and blight; property devaluation; economic deterioration; and health risks) on residential areas, religious establishments, schools, parks, or day care centers located within the City; including, but not limited to adult entertainment establishments.

B. Commercial and office uses that are complementary to and support industrial development and operations may be permitted within industrial designated areas.

C. Future industrial areas should be planned with extensive landscaping, and coordinated parking. Industrial areas shall have immediate access to a two-lane collector and/or two lane arterial.

D. Industrial development shall be designed to minimize the negative impacts on lower intensity land uses through such means as, for example, landscaping and appropriate transitional uses including low scale professional offices or medium density residential

development.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed FLUM amendment will provide a neutral effect on the variety of housing options for the citizens of Cocoa.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city;

Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality.

STRATEGIC PLAN CONNECTION:

Objective 1.3: Re-establish boundaries for the City through annexations that will result in additional taxable value.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item on December 15, 2020.

RECOMMENDED MOTION:

APPROVAL of the Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for an Applicant Initiated request to change the Future Land Use Map designation of one (1) parcel from Brevard County “Community Commercial” to City of Cocoa “Industrial”.

ORDINANCE NO. 01-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF 0.60 ACRES, MORE OR LESS, ON STATE ROAD 520, WEST OF COX ROAD AND EAST OF TOWNSEND ROAD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "COMMUNITY COMMERCIAL" TO CITY OF COCOA "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on December 15, 2020, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder with the condition as described herein; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY

ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Map.** The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit A** from Brevard County "Community Commercial" to City of Cocoa "Industrial." Exhibit A is attached hereto and fully incorporated herein by this reference.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after adoption. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued or commenced before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2020.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, **MMC, City Clerk**

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

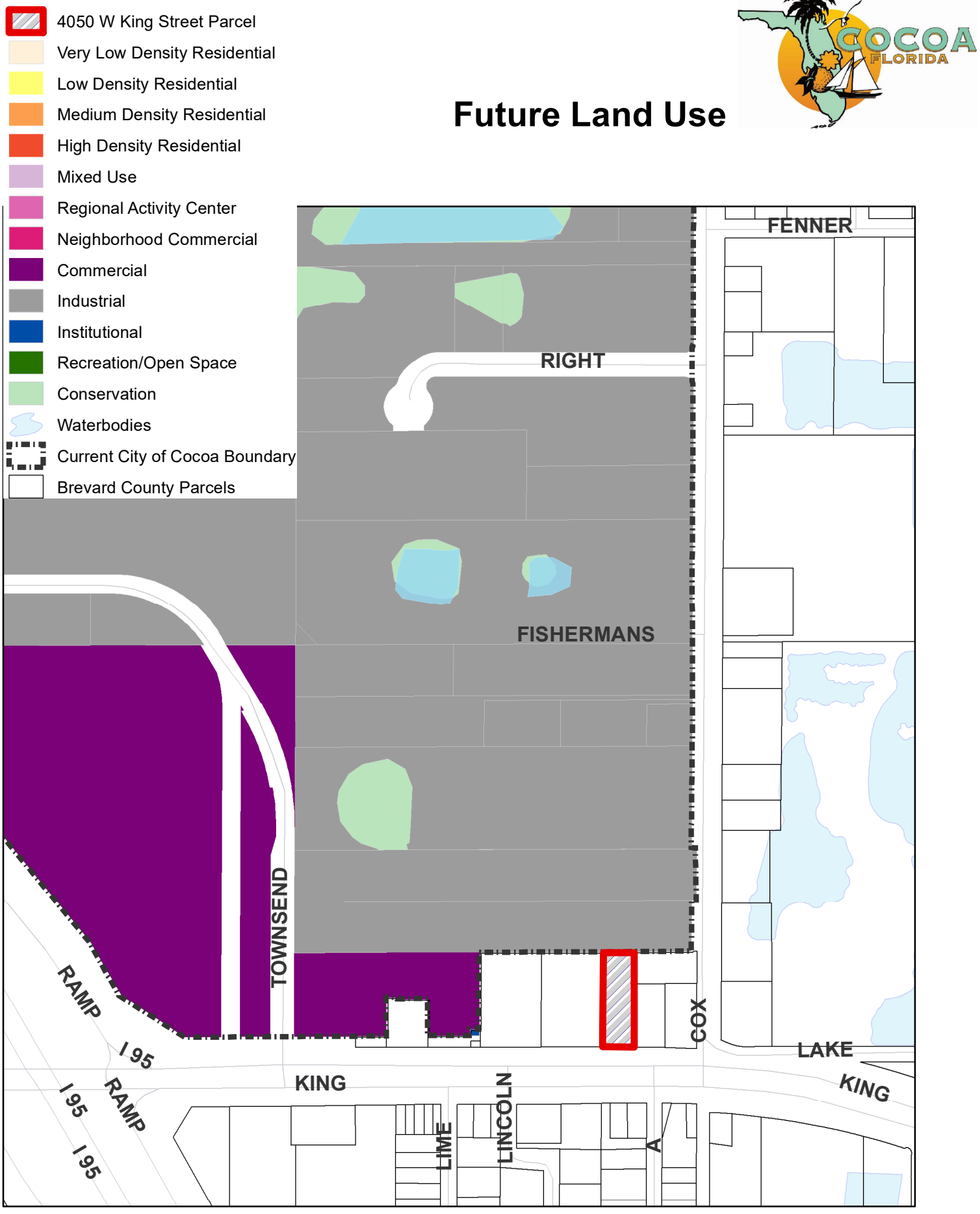
LEGAL DESCRIPTION FOR THE CITY OF COCOA, FLORIDA, FOR 4050 KING STREET

A parcel of land lying in the South ½ of the South 1/2 of the SE¼ of the SE¼ of Section 26, Township 24 South, Range 35 East, Brevard County, Florida, said parcel is bonded on the North by the lands descried in Official Records Book 7971 at Page 1279, bounded on the South by KING STREET (STATE ROAD 520), bounded on the West by Official Records Book3162 at Page 4879, bounded on the East by Official Records Book 6114 at Page 2685 and bounded on the East (also) by Official Records Book 5904 at Page 2647, all of the Public Records of Brevard County, the same being more particularly as follows:

TOWIT

Begin at the Northwest corner of the lands described in the aforesaid Official Records Book 6114 at Page 2685, the same point lies on the South line of the lands described in Official Records Book 7971 at Page 1279; thence run S 89'27'49" W along the South line thereof for 99.96 feet to the Northeast corner of the lands described in Official Records Book 3162 at Page 4879; thence run S 00'00'02"W along the East line thereof for 267.70 feet to a point on the North right of way line of KING STREET (STATE ROAD 520); thence run S 89'55'02" E along the North line thereof for 100.03 feet to the Southwest corner of the lands described in Official Records Book 5904 at Page 2647; thence run N 00'01'51" W along the West line thereof for 165.78 feet to the Southwest corner of the lands described in Official Records Book 6114 at Page 2686; thence run N 00'01'51" W along the West line thereof for 103.00 feet to the Point of Beginning

Future Land Use



This map was compiled from Geographic Information Services and does not reflect an actual survey.
It is intended for reference purposes only. © 12-2020

Application # **PZ** -_____- _____

Serving the Community

COMPREHENSIVE PLAN AMENDMENT / DEVELOPMENT OF REGIONAL IMPACT APPLICATION

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board/ Local Planning Agency and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Type of Application:**

- [✓] Small-scale Comprehensive Plan map amendment
- [ ] Large-scale Comprehensive Plan map amendment
- [ ] Large-scale Comprehensive Plan text amendment
- [ ] Emergency Comprehensive Plan amendment
- [ ] Development of Regional Impact (DRI)

2. **Existing Future Land Use Category (*if applicable*):** NA
3. **Proposed Future Land Use Category (*if applicable*):** City of Cocoa Industrial
4. **Existing Zoning Category (*if applicable*):** Industrial Light – Code of Ordinance 62-1543
5. **Proposed Zoning Category (*separate application*):** NA
6. **DRI Statutory Thresholds Being Exceeded (*if applicable*):** NA
7. **Proposed text amendment policies (*if applicable*):** NA
8. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): Gem Industries Incorporated

Name: Ann Miner

Mailing Address: 370 Cox RD

City: Cocoa State: FL Zip Code: 32926

Phone #: 321-631-3977 Fax #: 321-631-8464

Mobile #: 321-302-8985 E-mail: aminer@gemindustriesincorporated.com

9. **Property Owner Information:** * *Check here if same as Applicant* ⓪ ☐
* *If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): Gem Industries Incorporated

Name: Ann Miner

Mailing Address: 370 Cox RD

City: Cocoa State: FL Zip Code: 32926

Phone #: 321-631-3977 Fax #: 321-631-8464

Mobile #: 321-302-8985 E-mail: aminer@gemindustriesincorporated.com

10. **Applicant's Representatives:** * *If more than three other representatives, attach additional sheet with names and addresses.*

Company (if applicable): Gem Industries Incorporated

Name: Ann Miner

Mailing Address: 370 Cox RD

City: Cocoa State: FL Zip Code: 32926

Phone #: 321-631-3977 Fax #: 321-631-8464

Mobile #: 321-302-8985 E-mail: aminer@gemindustriesincorporated.com

Company (if applicable):

Name:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

Company (if applicable):

Name:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

11. Property Information (if applicable):

Street Address and Location: 4050 W King Street Cocoa FL 32926

Parcel ID:
24-35-26-00-763.1

Tax Account Numbers:

2408037

Land Area: _____ square feet or 0.6 acres

Existing Use(s) on Property: vacant

Proposed Use(s) on Property: office space with some material and truck storage

12. Please submit the following items in order complete the application:

a. ☐ Notarized application.

b. ✓ List of owners within 500 feet. A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to obtain these materials from the following for a nominal fee:

Brevard County Planning and Zoning, Attn: Graphics.
Brevard County Government Center, Building A
2725 Judge Fran Jamieson Way
Viera, FL 32940
Phone: (321) 633-2060 Fax: (321) 633-2152

c. ✓ Petition. Complete the Comprehensive Plan Amendment/ Development of Regional Impact petition form.
A sample "Petition" form is available from the City.

d. ☐ Application fee. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

e. ✓ Proof of ownership. A copy of the most recent recorded warranty deed is required.

f. ⊗ Letter of authorization. If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

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

h. ✓ **Certified boundary survey. Submit a boundary survey certified to the City of Cocoa showing all existing structures and all proposed structures.**

i. ✓ **Legal description. Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.**

j. ✗ **A general description of the proposed amendment to the comprehensive development plan, explaining why the amendment is necessary or appropriate.**

k. ⊗ **An analysis of the fiscal impact of the proposed amendment on the city's finances, if any.**

l. ⊗ **An analysis of the impact of the amendment on all public facilities, if any.**

m. ⊗ **An analysis of the impact of the amendment on the environment and natural and historical resources, if any.**

n. ✓ An analysis of the degree of consistency of the proposed amendment with city's comprehensive plan. (See Attached Petition question D)

o. ✓ An analysis of the impact upon the city's ability to provide adequate public facilities and maintain the existing level of service for public facilities as identified in the comprehensive plan, if the amendment is granted. (See Attached Petition question E)

p. ✓ **If the application involves a specific parcel of real property, a statement regarding compatibility of the amendment with surrounding neighborhoods and land uses.** (See Attached Petition question F)

q. ⊗ **A statement regarding the proposed amendment's impact upon any other provisions in the comprehensive plan, and whether an internal inconsistency between provisions might be created.**

r. ⊗ **Consistent with Future Land Use Element Policies 1.1.2 G(6)(C) and H(5)(C), the following are required if the applicant is proposing to designate (or expand) new Commercial or Neighborhood Commercial areas:**

1. **Land Use Compatibility Study**
2. **Transportation Study**
3. **Market Study**

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

13. **Application filing deadline. The application filing deadline for Small-scale and Emergency Comprehensive Plan amendments and Developments of Regional Impact is on the second Tuesday of each month for public hearings that are held two (2) months later. The application filing deadline for Large-Scale Comprehensive Plan amendments is the second Tuesday of January and June of each year for public hearings that are held in March and August, respectively.**

14. **Application filing procedure. This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.**

Public hearings process information – please read this!

15. **Dates and locations of public hearings. All applications require one hearing in front of the Planning & Zoning Board/ Local Planning Agency and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board/ Local Planning Agency hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.**

16. **Board types. The Planning & Zoning Board/ Local Planning Agency is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.**

17. **Presence required at the public hearings. The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.**

18. **Preparing for the public hearings. It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.**

19. **Exhibits at public hearings. If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.**

20. **Witnesses at public hearings. For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:**
    a. **The witness has personal knowledge of the fact in which the witness will testify; and/or**
    b. **In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:**
        1. **Layman witness: Testimony of a witness other than an expert witness is qualified only if:**
            - **The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.**
            - **The opinions and inferences do not require any special knowledge, skill experience or training.**
        2. **Expert witness. Testimony of an expert witness is qualified only if:**
            - **The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.**
            - **The witness is adequately qualified to express an opinion on the matter.**

21. **Planning & Zoning Board/ Local Planning Agency vs. City Council actions. If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.**

22. **City Council action. Small-scale amendments require two separate City Council public hearings, after which the amendments are transmitted to the Department of Community Affairs (DCA) for review. If approved, the typical effective date is thirty-one (31) days after City Council adoption. Large-scale amendments also require two separate City Council public hearings. However, between the two hearings, the amendment must be transmitted to DCA for detailed review. This process typically takes seventy-five (75) days, after which City Council may hold the second hearing. If approved by Council, the amendment is retransmitted to DCA for final approval. The typical effective date is about sixty (60) days after City Council adoption. City Staff can further clarify the details of this process and the processes for the other types of amendments covered by this application.**

23. Signatures and Notarization.

STATE OF FL COUNTY OF Brevard . I, Ann Miner being first duly sworn, depose and say that:

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

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

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

(APPLICANT SIGNATURE) Catherine G. McAllister (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

CATHERINE G MCALLISTER
Notary Public - State of Florida
Commission # GG 192582
My Comm. Expires Apr 6, 2022
Bonded through National Notary Assn.

Type of I.D. Produced

Catherine G. McAllister
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 21st day of August , 2020

FOR OFFICE USE ONLY

Fee of $ in cash or check NO.) payable to the "City of Cocoa"

Receipt Number:

Date:

Signature from Planning & Zoning Division:

COMPREHENSIVE PLAN AMENDMENT/ DEVELOPMENT OF REGIONAL IMPACT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a comprehensive plan amendment/ development of regional impact as specified below:

In order to approve a comprehensive plan amendment/ development of regional impact, the Planning & Zoning Board/ Local Planning Agency and City Council must consider and study the criteria listed below (as described in Section 15-11(c) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board/ Local Planning Agency and City Council. Use extra sheets if necessary.

a. Whether the proposal favorably or unfavorably impacts the city's budget, or the economy of the region.

Adding 4050 W King Street will increase the city of cocoa income and increase the number of employees in the city of cocoa.

b. Whether the proposal will diminish the service level of public facilities.

No, the proposal will not diminish the use of public facilities.

c. **Whether the proposal favorably or unfavorably impacts the environment, or the natural or historical resources of the city or the region.**

There will be no impact to the environment and no impact to historical resources.

d. **Whether the proposal is consistent with goals, policies, and objectives of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Chapter 29F-19.001, Florida Administrative Code.**

This petition is concistent with the state comprehensive plan according to policy 1.1.2.10. The current state of the land and building will serve as an area for office space, and storage as required in policy 1.1.2.10.

e. **Whether the proposal will favorably or unfavorably affect the city's ability to provide adequate public facilities, and whether the proposal will reduce the level of service for affected public facilities below the level of service set in the comprehensive plan.**

This petition will expand existing city limits on SR520 which already has adequate public facilities and will not require additional service.

f. Whether the proposal is incompatible with surrounding neighborhoods and land uses.

The proposal is compatible with surrounding land uses, which is typically commercial and industrial.

g. Whether the proposal will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment.

There will be no negative effect to the housing market and peoples ability to find housing because the land is already considered light industrial through Brevard County.

h. If the amendment being requested is consistent with all the elements of the comprehensive plan.

This petition is consistent with all elements of the comprehensive plan as referenced in all prior questions.

Applicant's Signature

8/20/2020
Date

Ann Jeanette Miner
Applicant's Printed Name

If there are any questions contact the Planning and Zoning Division, City Hall, 65 Stone Street, Cocoa, FL 32922.

Legislation Details (With Text)

File #:	21-52	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	12/28/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Second & Final Reading: Ordinance No. 20-2020: repealing Section 2-76 of the City Code related to reimbursement of travel related expenses; directing that the Finance Director update the Financial Operations Manual (FOM), and recognizing that future travel and per diem reimbursement policies will be established by resolution of the City Council rather than by ordinance. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 20-2020 Repeal Travel Policy Ord. 20-2020 OrderConf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 28, 2020
Agenda Date: January 12, 2021
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Second Reading: Ordinance No. 20-2020: repealing Section 2-76 of the City Code related to reimbursement of travel related expenses; directing that the Finance Director update the Financial Operations Manual (FOM), and recognizing that future travel and per diem reimbursement policies will be established by resolution of the City Council rather than by ordinance.

BACKGROUND:

The City Manager has directed staff to update the City of Cocoa's Travel Policy. In addition, because the Travel Policy is an internal administrative financial policy, it is Staff's desire to provide a more efficient and effective process of amending the City's travel and per diem reimbursement policy in the future. This desire is consistent with Section 2-78 of the City Code which provides that financial administrative policies may be adopted by Council via resolution.

The First Reading of Ordinance #20-2020 was held on December 8, 2020. The Public Hearing for this ordinance was publicly advertised in the Florida Today on January 3, 2021. No changes have been made to the ordinance since First Reading. At Second Reading, City Staff is recommending City Council repeal the City's current travel and per diem reimbursement policy. At this meeting, Staff will also present a Resolution requesting that the City Council adopt a new travel and per diem reimbursement policy.

Section 166.021(9), Florida Statutes, expressly recognizes that the City may establish travel and per diem policies different from the state policy under Section 112.061, Florida Statutes. Additionally, as noted above, section 2-78 of the City Code currently provides that the City Council may adopt financial policies by ordinance or resolution.

Upon adoption, the Ordinance also directs the Finance Director to update City's Financial Operations Manual (FOM).

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

Once the travel policy is established by resolution, future amendments to the travel policy will be less expensive because in this case, the adoption of future travel policy resolutions will not require the publication of a newspaper advertisement prior to adoption.

PREVIOUS ACTION:

The City Council established the current travel policy by Ordinance No. 9-2014 on February 11, 2014. City Council approved the First Reading of Ordinance 20-2020 on December 8, 2020.

RECOMMENDED MOTION:

Pass Ordinance No. 20-2020 repealing 2-76 of the City Code on Second Reading.

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.



Please contact us with changes or cancellations as soon as possible, otherwise no further action needed.

PUBLICATION	TOLL-FREE	Local #	Email
Florida Today	888-516-9220	321-242-3632	BRELegals@gannett.com
Eagle	888-516-9220	321-242-3632	BREEagle@gannett.com
Reporter	888-516-9220	321-242-3632	BREReporter@gannett.com

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0004505171
Pymt Method Invoice
Net Amt: $253.56

Run Times: 1

No. of Affidavits: 1

Run Dates: 01/03/21

Text of Ad:

AD#4505171, 01/03/2020

CITY OF COCOA
NOTICE OF PUBLIC HEARING

JANUARY 12, 2021

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, January 12, 2021, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 20-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; REPEALING SECTION 2-76 OF THE CITY CODE RELATED TO REIMBURSEMENT OF TRAVEL EXPENSES; RECOGNIZING THAT THE CITY COUNCIL MAY ESTABLISH FUTURE TRAVEL POLICIES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to ensure 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 not otherwise allowed by law.

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

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 (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 9th
day of December, 2020.

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	21-34	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	12/14/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Consider the application of Sharri Scott as the 2nd Alternate Member to the Code Enforcement Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Board Application_ Scott, Sharri.pdf Consideration Letter_ Scott.pdf Code Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2020
Agenda Date: January 12, 2021
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the application of Sharri Scott as the 2nd Alternate Member to the Code Enforcement Board.

BACKGROUND:

Ms. Sharri Scott has applied to serve on a City board. She was originally considered for a Planning & Zoning Board position at the December 8, 2020 Regular City Council meeting, but was not selected. At that meeting, she pointed out that she was interested in serving on other boards as well if needed, with the Code Enforcement Board being one of them.

On December 14, 2020, the City Clerk contacted Ms. Scott to confirm that she was still interested in that board and explained that there was an Alternate position available. Ms. Scott responded in the affirmative.

Ms. Scott meets all of the qualifications for membership on a City board. If appointed as Alternate, she will not have an expiration date.

A current Code Enforcement Board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints and reappoints to boards and committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the application of Sharri Scott as the 2nd Alternate Member to the Code Enforcement Board.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, July 01, 2020 9:21 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Sharri
Last Name	Scott
Application Date	7/1/2020
Address1	213 Bedford Place
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	8439574283
Work Phone Number	4076472622
Cell Phone Number	8439574283
Other Phone Number	*Field not completed.*
Place of Business	Speciality Management Company
Title/Position Held	LCAM

Date of Birth*	11/6/1971
E-mail Address	Sharripatterson@yahoo.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Code Enforcement/Drug Related Public Nuisance Board, Planning & Zoning Board, Police Community Relations Advisory Committee

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information	
Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have been in the property management business for 20 years. I deal with Board of Directors and committees on a daily basis. I have now lived in Cocoa for a little over a year and see the need and have the desire to participate within the community. I look forward to bringing my knowledge forward and to receive more knowledge within The City of Cocoa, the place I call home!

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Sharri Scott
Date:	7/1/2020
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

December 21, 2020

Ms. Sharri Scott
213 Bedford Place
Cocoa, FL 32922

Dear Ms. Scott:

This is to notify you that the Cocoa City Council will consider your appointment as the 2nd Alternate member to the Code Enforcement Board at the Regular City Council meeting being held on Tuesday, January 12, 2021.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**		**Expirations in June**	
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jim Gifford – Chairperson	2807 Tulane Drive, 32926-5756 jgifford@cfl.rr.com	427-9645 cell	5/16 Reappointed 6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2022
Virginia Weaver	2303 MacFarland Drive, Cocoa, FL 32922-7034 chargin316@cfl.rr.com	632-9241	07/15 Reappointed 05/12 Reappointed 05/09 Reappointed 05/06 Reappointed 8/04 Appointed to Unexpired Term	2021
George Brown, Jr., Vice Chairperson	555 W. King Street, 32922-7421	632-6563	06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2023
Lloyd Roberts	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	07/19 Appointed (Filling unexpired term of Cicerrella)	2021
Edward Green (Replaced Michael Klug)	104 Riverside Dr. Apt. 204 Cocoa, FL 32922 Edgreen20@gmail.com	321-617-5554	08/18 Appointed	2021
Kimberly Curtis	772 Cressa Circle Cocoa, FL 32926 Kimberlycurtis425@gmail.com	321-261-1125 hm	08/20 Appointed as Regular member *to fulfill Scott Hannon's term*	2021
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	05/15 Reappointed 03/15 appointed (filled C. Young seat)	2021
1st Alternate Vinnie Richardson	1050 N. Fiske Blvd. #406 Cocoa, FL 32922 vinnierichardson@gmail.com	321-616-5991 hm	12/11/19 appointed	No expiration
2nd Alternate VACANCY				
LIAISON	Councilman Dyal	474-4924	Updated 12/20	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Legislation Details (With Text)

File #:	21-35	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	12/14/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Consider the Appointment of Patricia Weeks as a Regular member and Kaitlyn Aliano as 2nd Alternate to the Board of Adjustment. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Board application: Weeks, P.pdf Consideration Letter_ Weeks.pdf Board Application_ K. Aliano.pdf Consideration Letter_ Aliano.pdf Board of Adjustment Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 14, 2020
Agenda Date: January 12, 2021
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Patricia Weeks as a Regular member and Kaitlyn Aliano as 2nd Alternate to the Board of Adjustment.

BACKGROUND:

The Board of Adjustment currently has one (1) Regular member vacancy due to Mr. Rip Dyal's resignation. Due to this vacancy, the City Clerk reached out to the 1st Alternate, Ms. Patricia Weeks to see if she was interested in being considered for the Regular member position. Ms. Weeks was originally appointed as the 1st Alternate to this board at the Regular City Council meeting held on December 11, 2019. Ms. Weeks responded in the affirmative and would appreciate being considered for the Regular position.

Additionally, Ms. Kaitlyn Aliano applied for Board membership on several boards and was recently considered at the December 8, 2020 Regular City Council meeting for one of the vacancies on the Planning & Zoning Board, (which was her first choice). She was not selected, however, on December 14, 2020, the City Clerk reached out to her as well to see if she would like to be considered for the 2nd Alternate position on Board of Adjustment. Ms. Aliano responded in the affirmative.

Both Ms. Weeks and Ms. Aliano meet all of the qualifications for board membership. If appointed, Ms. Weeks term would be through May, 2021 (as she is fulfilling the term vacated by Mr. Dyal) and Ms. Aliano would not have an expiration date.

Please note that the current 2nd Alternate, Mr. Randal Hiester would move up to 1st Alternate.

An updated Board of Adjustment roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints to boards and committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of Patricia Weeks as a Regular member and Kaitlyn Aliano as 2nd Alternate to the Board of Adjustment.

19-596

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, October 22, 2019 5:16 PM
To: Carie Shealy
Subject: Online Form Submittal: Application for Board/Committee Membership

This email originated from an outside source. Do not click links or attachments unless you recognize the sender and know the content is safe. If you suspect this is a phishing or malicious message, please report it by clicking the Phish Alert button above.

Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Patricia
Last Name	Weeks
Application Date	10/29/2019
Address1	1351 Tarton Way,
City	Cocoa
State	Fl
Zip	32926
District	District 2
Home Phone Number	3217598563
Work Phone Number	3217598563
Cell Phone Number	3217598563
Other Phone Number	3217598563
Place of Business	Happy House Real Estate

Title/Position Held	Broker/Associate
Date of Birth*	9/11/1958
E-mail Address	Patriciaweeks@bellsouth.net

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Housing Authority, Planning & Zoning Board, Redevelopment Agency (Cocoa), Redevelopment Agency (US 1)

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No
Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am on the Board of Directors for Space coast Assoc of Realtors, I serve as the currently secretary, Chairman of Govt. Affairs. I am on The Board of Directors for Florida Association of Realtors. I serve on 3 committes also.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Patricia Weeks
Date:	10/22/2019
Social Security Number	[redacted]
Drivers License Number	
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

December 21, 2020

Ms. Patricia Weeks
1351 Tarton Way
Cocoa, FL 32926

Dear Ms. Weeks:

This is to notify you that the Cocoa City Council will consider your appointment as a Regular member to the Board of Adjustment at the Regular City Council meeting being held on Tuesday, January 12, 2021.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Carie Shealy

From: noreply@civicplus.com
Sent: Thursday, July 02, 2020 8:49 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Kaitlyn
Last Name	Aliano
Application Date	7/2/2020
Address1	12 Sunrise St
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	3214328117
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	HubSpot, Inc. (based in Cambridge, MA... I work remotely)
Title/Position Held	Senior Customer Success Manager, Corporate

Date of Birth*	9/7/1989
E-mail Address	kaitlyn.weisberg@gmail.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Board of Adjustment, Planning & Zoning Board, Redevelopment Agency (Cocoa), Redevelopment Agency (US 1)

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I would like to participate in the affairs of my local government by serving on a city board and/or committee. I have a decade of experience in marketing, operations, product and project management, and sales in the tech field. I also have prior involvement in economic development in the tristate area, prior to moving to central Florida.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Kaitlyn Aliano-Weisberg
Date:	7/2/2020
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

December 21, 2020

Ms. Kaitlyn Aliano
12 Sunrise St.
Cocoa, FL 32922

Dear Ms. Aliano:

This is to notify you that the Cocoa City Council will consider your appointment as the 2nd Alternate member to the Board of Adjustment at the Regular City Council meeting being held on Tuesday, January 12, 2021.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert W. Frey	~~322 Clearlake Rd. Cocoa, FL 32922~~ 1523 N. Cocoa Blvd. Cocoa, FL 32922 bikesNpawn@yahoo.com	633-1326 480-7623(c)	4/24/18Reappointed 4/14/15 Reappointed 5/8/12 Reappointed 4/14/09 Reappointed 5/23/06 Reap. 3/03 Reappointed 10/97 Appointed	2021
Dan Quattrocchi (2/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	12/11/19 appointed (fulfilled seat vacated by Mr. Matthew Ford, who did not renew)	2022
Pam Shaia (1/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com	256-656-3249 cell 321-305-4584 Wk	07/19 appointed (fulfilled Jolley vacancy)	2022
~~Rip Dyal, Chairman~~ **VACANCY**	~~3807 Parapet Dr.~~ ~~Cocoa, FL 32926~~ ~~RHAD6@aol.com~~	~~639-9547 HM~~ ~~321-684-3222~~ ~~Cell~~	~~08/17 appointed as 1st Alternate~~	~~2021~~
Nancy N. Elliot ***Vice Chairperson (as of 10/2020)***	3406 Indian River Drive Cocoa FL 32926 nancyelliott@cfl.rr.com	636-9972 (H) 223-8983 (C)	06/20 reappointed 7/17 reappt. 5/14 appt.	2023
Bruce Gilmore ***Chairperson (as of 10/2020)***	413 Westchester Drive, 32926-6640 Bgilmore003@cfl.rr.com	632-7687	05/20 Reappointed 05/17 Reappointed 04/14 Reappointed 07/12 Reappointed 05/08 Reappointed 4/05 Reappointed 5/90 Appointed	2023
Connie T. Harvey	29 Riverside Drive #601 Cocoa, FL 32922 CTIPPETT@aol.com	806-3525 hm 571-268-2121 cell	4/24/20 Reappointed 4/14/15 Reappointed 01/15 appointed (fulfilled term of M. Williams)	2021
2nd Alternate Randal Hiester	5292 Talbot Blvd. Cocoa, FL 32926 Rjhbjh2017@yahoo.com	321-501-6369 hm/cell	02/2020 Appointed	No expiration
1st Alternate Patricia Weeks	1351 Tarton Way Cocoa, FL 32926 Patriciaweeks@bellsouth.net	321-759-8563 hm, wk, cell	12/11/19 appointed	No expiration
LIAISON	Councilman Dyal	474-4924	Updated 12/20	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL	866-425-9566		

	32802-2873			
RECORDING SECRETARY	Monica Arsenault	433-8488	Updated 11/18/20	

Legislation Details (With Text)

File #:	21-37	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	12/17/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Consider the Appointment of Dawn Horr as a Regular member of the Sustainability Advisory Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Board Application_ Horr.pdf Consideration letter_ Horr.pdf Sustainability Advisory Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 17, 2020
Agenda Date: January 12, 2021
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Dawn Horr as a Regular member of the Sustainability Advisory Board.

BACKGROUND:

There are currently two vacancies on the Sustainability Advisory Board. Ms. Dawn Horr has applied for membership on the board. Ms. Horr is a graduate of LEAD Brevard and is a former business owner, as well a homeschool community director. She feels that her background would be of asset to the Sustainability Advisory Board.

Ms. Horr meets all of the qualifications for serving on a City board and if approved, she will not have an expiration date.

A current Sustainability Advisory Board roster is attached for your review.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council appoints reappoints to boards and committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of Dawn Horr as a Regular member of the Sustainability Advisory Board.

vote reg ✓ 12/15/2020

Carie Shealy

From: noreply@civicplus.com
Sent: Monday, December 14, 2020 10:28 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Dawn Paige
Last Name	Horr
Application Date	12/14/2020
Address1	5672 Saratoga Lane
City	COCOA
State	florida
Zip	32926
District	District 3
Home Phone Number	3213029498
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	Classical Conversations
Title/Position Held	Director

Date of Birth*	5/22/1970 ~~5/20/2020~~
E-mail Address	paige.horr@live.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Redevelopment Agency (Cocoa), Sustainability Advisory Board

(Section Break)

Eligibility

Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Hello, I have lived in Cocoa district three for fifteen years and would like to be part of positive growth in our area. Cocoa is diverse and has many wonderful attributes that all need attention not just the beautiful Cocoa Village. I believe that we can work together as a community to ensure that Cocoa can excel beyond its potential and I would like to help in that effort. Being a graduate of LEAD Brevard, a former business owner, and a homeschool community director I believe I have the skills and personality to be an asset on the redevelopment or sustainability board. I appreciate your consideration. Thank you.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Dawn Paige Horr
Date:	12/14/2020
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

December 21, 2020

Ms. Dawn Horr
5672 Saratoga Lane
Cocoa, FL 32926

Dear Ms. Horr:

This is to notify you that the Cocoa City Council will consider your appointment as a member to the Sustainability Advisory Board at the Regular City Council meeting being held on Tuesday, January 12, 2021.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy

Carie E. Shealy, MAA, MMC
City Clerk

Sustainability Advisory Board (established by Resolution No. 2017-137) Meets on the First Thursday of the Month				**No Expiration**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jennifer L. Riggs Chairperson	1629 N. Indian River Drive Cocoa, FL 32922 District 2 jlovittriggs@gmail.com	414-698-8750	02/27/18 appointed	
Kristina Jackson	205 Westchester Drive Cocoa, FL 32926 drpepperfn23@gmail.com	316-708-5170 (home & cell)	11/2020 Appointed	
Joy Rutherford	234 Willard St. Cocoa, FL 32922 joytford@gmail.com	954-549-5574	11/2020 appointed	
VACANCY ~~Gisele Nieman~~ *Resigned effective 11/7/19* ~~(1/3 of members outside of Cocoa)~~	~~4445 Seneca Avenue~~ ~~Cocoa, FL 32926~~ ~~District 1 (unincorporated)~~ ~~Gnieman13@gmail.com~~	~~321-446-8920~~	~~02/27/18~~ ~~appointed~~	
Marlene Weiss Committee member	2415 Tulane Drive Cocoa, FL 32926 District 3 naturalhealingmassage@gmail.com	321-298-5831	02/27/18 appointed	
Linda Gombert	2323 Elon Drive Cocoa, FL 32926 gombert@bellsouth.net	321-639-4017 hm & wk 321-446-9338 cell	06/26/19 appointed	
Angelique Rinaldi (2/3 of members outside of Cocoa)	806 Switchgrass Island Road Cocoa, FL 32926 Angelique.rinaldi@myfloridahouse.gov	321-615-7397 hm	06/26/19 appointed	
VACANCY ~~Robert Musser~~ ~~Vice Chairman~~ *Resigned effective 9/23/2020*	~~407 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~RMusser@att.net~~	~~321-212-7678~~ ~~(hm)~~ ~~321-394-3256~~ ~~(work)~~ ~~727-686-9778~~ ~~(cell)~~	~~04/24/18~~ ~~appointed~~	
Josephine Shim Committee member (1/3 of members outside of Cocoa)	4010 Dakota Avenue Cocoa, FL 32926 Shimjo2001@yahoo.com	321-636-4493 (hm) 321-431-9932 (cell)	04/24/18 appointed	
Kaylyn Palmer (3/3 of members outside of	4361 Camberly Street Cocoa, FL 32927	321-458-4576 hm	12/11/19 appointed	

Cocoa)	kaylynpalmerkbb@gmail.com			
LIAISON	Councilmember Koss	474-8445	Updated 12/20	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Landon Morley	433-8502	Updated 11/2020	

Legislation Details (With Text)

File #:	21-43	**Version:** 1	**Name:**		
Type:	Ordinance		**Status:**	Council Busines	
File created:	12/17/2020		**In control:**	City Council	
On agenda:	1/12/2021		**Final action:**		
Title:	Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Emergency Ordinance 13-2020.pdf Ordinance No. 21-2020 (Amending Ord. 13-2020 re_ Face Masks).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 17, 2020
Agenda Date: January 12, 2021
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: Stockton Whitten, City Manager
Requested Action:
Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance.

BACKGROUND:

Emergency Ordinance No. 13-2020 Requiring Face Coverings.

On Wednesday, August 12, 2020 the City of Cocoa passed Emergency Ordinance No. 13-2020 requiring face coverings in places open to the public inside the City limits of Cocoa consistent with the Centers for Disease Control (CDC) and Florida Department of Health (FLDOH) guidelines to help slow the spread of the COVID-19 virus locally. The ordinance was extended by the Cocoa City Council on Wednesday, September 9, 2020, Tuesday October 13, 2020, and again on Tuesday November 10, 2020. In accordance with the Ordinance, the City Council must review the action after 30 days or when action can be taken by City Council at the next regularly scheduled City Council meeting. **The Ordinance shall remain in effect until terminated by the City Council.**

CDC Face Covering Recommendations

CDC recommends that people wear masks in public settings, like on public and mass transportation, at events and gatherings, and anywhere they will be around other people.

- Wear masks with two or more layers to stop the spread of COVID-19

- Wear the mask over your nose and mouth and secure it under your chin
- Masks should be worn by people two years and older
- Masks should NOT be worn by children younger than two, people who have trouble breathing, or people who cannot remove the mask without assistance
- Do **NOT** wear masks intended for healthcare workers, for example, N95 respirators
- Evaluation of mask and gaiter materials and structure is ongoing.

While fines and penalties may not be collected under the City's Emergency Ordinance due to Governor Desantis's Executive Order No. 20-244, the City can continue to require face coverings under the Ordinance. At the time of writing this agenda item the COVID-19 cases continue to maintain a statewide daily case number of around 10,000 a day. The Center for Disease Control still encourages the use of face coverings to prevent the spread of COVID-19.

Emergency Ordinance No. 21-2020 Modification of Face Coverings Definition
At the December 8, 2020 City Council meeting the Emergency Ordinance was modified to include the use of face shield face coverings.

Staff is seeking City Council direction on Cocoa's Emergency Ordinance No. 13-2020 to continue requiring face coverings within the City limits. No action of the City Council is required to continue to allow City of Cocoa Emergency Ordinance No. 13-2020 to remain in effect.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

On Wednesday, August 12, 2020 the City of Cocoa passed Emergency Ordinance No. 13-2020 requiring face coverings in places open to the public inside the City limits of Cocoa consistent with the Centers for Disease Control (CDC) and Florida Department of Health (FLDOH) guidelines to help slow the spread of the COVID-19 virus locally.

The ordinance was extended by the Cocoa City Council on Wednesday, September 9, 2020 for an additional 30-day review period.

The ordinance was extended by the Cocoa City Council on Tuesday, October 13, 2020 for an additional 30-day review period.

The ordinance was extended by the Cocoa City Council on Tuesday, November 10, 2020 for an additional 30-day review period.

The ordinance was extended by the Cocoa City Council on Tuesday, December 8, 2020 for and

additional 30-day review period. A modification was made to include face shields as an acceptable face covering.

RECOMMENDED MOTION:

Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance.

ORDINANCE NO. 13-2020

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA REQUIRING FACE COVERINGS IN PLACES OPEN TO THE PUBLIC THROUGHOUT THE CITY OF COCOA IN ORDER TO MINIMIZE THE SPREAD OF THE COVID-19 VIRUS, SUBJECT TO CERTAIN EXCEPTIONS; REQUIRING CERTAIN BUSINESS ESTABLISHMENTS OPEN TO THE PUBLIC TO POST WRITTEN NOTICE AT ENTRANCES REGARDING THE REQUIREMENTS OF THIS ORDINANCE; PROVIDING FOR COMPLIANCE, PENALTIES AND ENFORCEMENT; PROVIDING FOR PERIODIC REVIEW OF THIS ORDINANCE BY COUNCIL AND FUTURE TERMINATION AS DEEMED NECESSARY BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; NON-CODIFICATION; APPLICABILITY; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, this is an emergency ordinance of the City Council of the City of Cocoa, Florida enacted pursuant to Section 166.041(3)(b), Florida Statutes and Section 2-54 of the City Code, and has been approved by at least 2/3 vote of the City Council; and

WHEREAS, the coronavirus ("COVID-19) is a respiratory illness caused by a virus that can spread rapidly from person to person, and may result in serious illness and death; and

WHEREAS, the City Council of Cocoa finds that COVID-19 presents a danger to health, safety and welfare of the public and emergency public health measures are required to mitigate against the spread of COVID-19; and

WHEREAS, the City Council has previously proactively directed the implementation of numerous efforts encouraging employees and the public to practice social distancing, wash and sanitize their hands, and clean high touch surfaces; and

WHEREAS, pursuant to Resolution 2020-172, the City Council has also previously urged persons to social distance in public and wear a face covering in places open to the public throughout the City of Cocoa to minimize the spread of the COVID-19 virus; and

WHEREAS, in response to the Coronavirus Disease 2019 ("COVID-19"), Governor Ron DeSantis issued Executive Order No. 20-51 on March 1, 2020, declaring a public

health emergency in the State of Florida, and said emergency has been extended by subsequent emergency orders and remains in effect; and

WHEREAS, after Governor DeSantis issued Executive Order No. 20-91 on April 1, 2020, imposing statewide restrictions on non-essential businesses and activities due to COVID-19 (Safer at Home Order), Governor DeSantis subsequently issued a series of executive orders removing, decreasing and in some cases reinstating or adjusting, the restrictions of the Safer at Home Order in order to provide for the phased re-opening of the State of Florida; and

WHEREAS, the continued operation of businesses providing goods and services is necessary to provide essential goods and services to the public and visitors and to support the local economy; and

WHEREAS, the re-opening of the State of Florida will lead to more contact between individuals gathered together in public places, which is likely to increase the transmission of COVID-19 among individuals and the spread of COVID-19 within Florida communities; and

WHEREAS, COVID-19 is spread through airborne transmission from individuals, sneezing, speaking, and coughing; and

WHEREAS, COVID-19 can be spread by individuals who are asymptomatic, and the infectious droplet nuclei can spread for a great distance, although how far is not fully understood at present; and

WHEREAS, on June 20, 2020, the Florida Department of Health issued a Public Health Advisory recommending that residents wear a face covering, which helps the resident protects others from exposure as well as themselves; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") recommends use of facial coverings to reduce the spread of COVID-19; and

WHEREAS, a recent meta-analysis funded by the World Health Organization supports the use of social distancing and facial coverings to minimize transmission of COVID-19, and on June 5, 2020, the World Health Organization changed its position on the use of facial covering, and now supports their use; and

WHEREAS, according to public data provided by the Florida Department of Health, there has been a significant increase in coronavirus cases across the State of Florida and within Brevard County despite mitigation efforts; and

WHEREAS, based on the manner in which the coronavirus is spread, and correlation of infection rates with the presence (or absence) of social distancing measures, the COVID-19 situation is fluid and therefore, it is prudent to be concerned that COVID-19 cases will significantly increase within the City of Cocoa if additional measures are not taken to stop or slow the spread of the virus; and

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the City and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, the City's police powers and Comprehensive Emergency Management Plan authorize the City Council to take actions during declared emergencies to ensure the health, safety, and welfare of the community, and in this particular case, requiring face coverings when necessary to mitigate against the spread of COVID-19; and

WHEREAS, this Ordinance is issued to protect the health and safety of the citizens, residents and visitors of the City of Cocoa, to assist the healthcare delivery system in its ability to serve those persons infected by COVID-19, and to preserve the public's access to essential services and maintaining the operation of critical infrastructure; and

WHEREAS, it is also necessary to protect the economy and businesses and their customers by taking actions such as requiring face coverings to protect the health and safety of the citizens, residents and visitors of the City of Cocoa; and

WHEREAS, this Ordinance is also issued in support of the implementation of Florida's Safe.Smart.Step-by-Step Plan for Florida's Recovery and Florida's economic recovery from COVID-19; and

WHEREAS, the City Council finds the inconvenience of requiring the use of face coverings with enumerated exceptions is minimal compared to the negative risk of health, safety and welfare of the community associated with the spread of COVID-19 were no such requirement imposed; and

WHEREAS, it has long been recognized that when there is an emergency, the police power gives governmental authorities, such as the City of Cocoa, power to act for the public health and welfare that they might not otherwise have. *See, e.g., Dodero v. Wlaton County*, Case No. 3:20-cv05358-RV/HTC (N.D. Fla. April 7, 2020)(Rejecting injunction request related to beach closure on private property and stating "We are in the midst of a national health emergency [COVID-19], and it seems highly likely at this state

of the case that the county has the authority to take the measure that it has in order to address the emergency."); *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(a community has the right to protect itself against an epidemic of disease which threatens the safety of its members); and

WHEREAS, in support of the legal sufficiency of enacting this Ordinance, the City Council also takes legislative notice of, and relies upon the findings and legal rationale contained in *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(upholding a compulsory vaccination law which was enacted during a growing smallpox epidemic in 1905), and several Florida cases upholding face covering requirements to combat the COVID-19 pandemic which have been adopted by several other local governments. *See Green v. Alachua Cty.*, No. 0102020-CA-001249 (Fla. 8th Cir. Ct. May 26, 2020); *Ham v. Alachua Cty. Bd. Of Comm's*, No. 1:20-cv-00111-MW/GRJ (N.D.Fla. May 30, 2020); *Powers v. Leon Cty.,* No. 2020-CA-001200 (Fla. 2d Cir. Ct. July 10, 2020); *Machovec v. Palm Beach County*, No. 2020CA006920AXX (Fla. 15th Cir. Ct. July 27, 2020); and

WHEREAS, enacting the requirements set forth herein by ordinance rather than under local emergency powers, as enumerated in Chapter 252, Florida Statutes, allows the City to enforce such requirements by civil code enforcement and fines instead of criminal prosecution as a second degree misdemeanor; and

WHEREAS, the City Council finds that an emergency exists and the immediate enactment of this Emergency Ordinance is necessary pursuant to Section 166.041(3)(b), Florida Statutes; and

WHEREAS, the City Council also finds that this Emergency Ordinance is necessary for the preservation of the public health, safety and welfare of the citizens and visitors of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby adopted by the City Council as material legislative findings of the City of Cocoa and are further fully incorporated herein by this reference as part of this Ordinance.

Section 2. Definitions. The following words used in this Resolution shall have the meaning ascribed below:

"Business Establishment" means a location with a roof overhead where business is conducted, goods are made or stored or processed or where services rendered. The term includes transportation network companies, such as Ubers and Lyft, vehicles operated for mass transit, jitneys, limousines for hire, rental cars, and other passenger vehicles for hire. The term also includes locations where non-profit, governmental, and institutional entities that facilitate public interactions and conduct business. Places of worship and other organized places of public assembly are also included in this term.

"Companion" means a person who is accompanying another person.

"Face Covering" shall mean a uniform piece of material, such as cotton, linen, polyester, that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether store bought or homemade, consistent with CDC guidelines. See https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-to-make-cloth-face-covering.html.

"Lodging Establishment" shall have the same meaning as the term "transient public lodging establishment" set forth in Section 509.013(4)(a)1, Florida Statutes.

"Place open to the Public" shall mean a place to which the public has access, including, but not limited to, business establishments, public streets, public parks, common areas of buildings and properties, and such other places where the public is free to go. A person's home or residence or private office/commercial space is not a place open to the public.

"School" shall mean a public or private school, including the State University System, State College System, Brevard County School System, schools administered by the State Department of Education, charter schools and other private secondary and primary school institutions.

"Social Distancing" shall mean the practice of a person physically distancing themselves from another person by staying at least six (6) feet apart. Social distancing shall exclude requiring distancing between family members and Companions.

Section 3. Face Covering Required.

Except in situations when one or more of the exceptions list in Section 4 apply, a person shall wear a Face Covering consistent with the current CDC guidelines while within or at a place open to the public within the jurisdictional limits of the City of Cocoa.

Section 4. **Exceptions.** A Face Covering shall not be required for the following persons:

(a) Persons under the age of 2 years are not required to wear a mask under any circumstances. If a person is under the age of 6 years, use of a face covering shall be left to the discretion of that person's parent, guardian or accompanying adult.

(b) Persons observing and maintaining social distancing from other persons in accordance with CDC guidelines at outdoor locations.

(c) Persons within a motor vehicle, except if the motor vehicle is being used as a vehicle-for-hire then the vehicle constitutes a business establishment.

(d) Persons for whom a face covering would cause impairment due to an existing documented or demonstrable health condition or disability. It is the intent of this provision that persons unable to tolerate a face covering for medical, sensory or any other health condition which makes it difficult to utilize a face covering and function in public are not required to wear a face covering. Additionally, it is further intent of this provision that persons having trouble breathing, unconscious, incapacitated or otherwise unable to remove the face covering without assistance are not required to wear a face covering.

(e) Persons working in a business establishment who are in an area not open to the public or who are not interacting face-to-face with the public. However, this exception does not apply to employees of the business establishment who are present in the kitchen or other food and beverage preparation area of a business establishment.

(f) Persons working in, or patrons of, a business establishment where use of a face covering would prevent them from performing the duties or receiving the services of the business establishment.

(g) Persons exercising, while maintaining social distancing.

(h) Persons eating or drinking.

(i) Public safety, fire, and other life safety and health care personnel utilizing their personal protective equipment required by their respective agencies.

(j) A person speaking with another individual who is hearing impaired where the hearing impaired individual needs to observe the person's mouth in order to understand what is spoken.

(k) Persons for whom a face covering would conflict with the American with Disabilities Act (ADA).

(l) Students and persons at any location under the control of the school shall be governed by the school's policy regarding face coverings when such students and persons are on school campus.

(m) Persons in a lodging establishment who is inside of the lodging unit including, but not limited to, a hotel room, motel room, bed & breakfast room, vacation rental unit, timeshare unit or similar lodging unit.

Section 5. Business Establishments – Posting Notice. Every business establishment that has a place open to the public shall post signage at the establishment's entrance in a conspicuous place notifying all persons of the requirement to wear a face covering as required by this Ordinance. Owners of business establishments that have a place open to the public shall notify its customers and employees of the requirements of this Ordinance.

Section 6. Compliance and Enforcement. This Ordinance is intended as an emergency measure in furtherance of the City's police powers under home rule, and violations of this Ordinance are a noncriminal infraction. This Ordinance does not authorize the search or arrest of an individual. This Ordinance shall be subject to civil code enforcement only. This Ordinance shall not be considered an emergency measure under the Section 252-47 and 252.50, Florida Statutes, and violators shall not be subject to criminal prosecution. The City seeks voluntary compliance with the provisions contained in this Ordinance and to educate and warn of the dangers of non-compliance. However, in the event compliance is not achieved voluntarily, then as a last resort, this Ordinance shall have the full force and effect of law of the City of Cocoa, and violations shall be a non-criminal civil infraction, enforceable as follows:

(a) Prior to issuance of a code enforcement citation, the person will be asked to comply with this Ordinance or be able to explain how an exception in Section 4 applies to them.

(b) After the inquiry set forth in (a), a code enforcement citation may be issued for a violation of this Ordinance, and a civil penalty imposed against the violator as follows:

(1) For the first two (2) violations, a no penalty civil citation shall be issued against the violator.

(2) For the third and subsequent violations against the violator, a civil citation shall be issued with a penalty of fifty dollars ($50.00) for each violation. In lieu of paying the civil penalty, the violator may provide one (1) hour of community service to address needs within the City of Cocoa. The community service shall be determined by the City Manager and be required to benefit the community service needs of the City in some tangible way.

(c) The City reserves all other remedies available at law or equity to require compliance with this Ordinance including, but not limited to, injunctive relief, trespass and closure of public areas within the City's control.

Section 7. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict. Resolution No. 2020-172 which urged the public to wear face coverings is hereby superseded and expressly repealed by this Ordinance.

Section 8. Non-Codification of Ordinance. Because of the temporary emergency nature of this Ordinance, this Ordinance shall not be codified in the City Code.

Section 9. Severability; Conflicts; Applicability.

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

(b) Any provision within this Ordinance that conflicts with any State or Federal law or constitutional provision, or conflicts with or are superseded by a current or subsequently issued Executive Order of the Governor, the President of United States, or Brevard County shall be deemed inapplicable and deemed to be severed from this Ordinance, with the remainder of this Ordinance remaining intact and in full force and effect.

(c) This Ordinance has no application outside of the municipal boundaries of the City of Cocoa.

(d) Nothing contained herein shall require or allow a person to wear a Face Covering so as to conceal the identity of the wearer in violation of Chapter 876, Florida Statutes.

Section 10. Report to City Council; Sunset Ordinance. The City Council will periodically review this Ordinance approximately every thirty (30) days following the effective date of this Ordinance to determine whether this Ordinance should be terminated depending on the status of the COVID-19 emergency. The City Manager shall schedule the review on a regular or special meeting agenda. During this periodic review process, the City Council reserves the right to terminate this Ordinance by majority vote at any time, without notice.

Section 11. Effective Date. This Ordinance shall become effective at 12:01 a.m. on Saturday, August 15, 2020, and shall remain in effect until repealed by the City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in accordance with Section 166.041(3)(b), Florida Statutes by an affirmative vote of 2/3 of the City Council, in a regular meeting assembled on the 12th day of August, 2020.

Jake Williams Jr., Mayor

ATTEST:

Carie Shealy, City Clerk

ORDINANCE NO. 21-2020

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA AMENDING EMERGENCY ORDINANCE NO. 13-2020 TO MODIFY THE DEFINITION OF FACE COVERING; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; NON-CODIFICATION; APPLICABILITY; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, this is an emergency ordinance of the City Council of the City of Cocoa, Florida enacted pursuant to Section 166.041(3)(b), Florida Statutes and Section 2-54 of the City Code, and has been approved by at least 2/3 vote of the City Council; and

WHEREAS, the City Council previously adopted emergency Ordinance 13-2020 requiring face coverings in certain places open to the public due to the public health emergency declared related to the coronavirus ("COVID-19), and said Ordinance remains in full force and effect; and

WHEREAS, the City Council of Cocoa desires to modify the definition of face covering to include a face shield; and

WHEREAS, the City Council adopts by reference the findings made under Ordinance No. 13-2020 as if specifically set forth herein, and further finds that an emergency continues to exist and the immediate enactment of this Emergency Ordinance is necessary pursuant to Section 166.041(3)(b), Florida Statutes; and

WHEREAS, the City Council also finds that this Emergency Ordinance is necessary for the preservation of the public health, safety and welfare of the citizens and visitors of Cocoa.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby adopted by the City Council as material legislative findings of the City of Cocoa and are further fully incorporated herein by this reference as part of this Ordinance.

Section 2. Definitions. The following words used in Ordinance No. 13-2020 are hereby modified to have the meaning ascribed below (underlined type includes additions):

"Face Covering" shall mean a face shield or uniform piece of material, such as cotton, linen, polyester, that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether store bought or homemade, consistent with CDC guidelines. See https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-to-make-cloth-face-covering.html.

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

Section 4. Non-Codification of Ordinance. Because of the temporary emergency nature of this Ordinance, this Ordinance shall not be codified in the City Code.

Section 5. Severability; Conflicts; Applicability.

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

(b) Any provision within this Ordinance that conflicts with any State or Federal law or constitutional provision, or conflicts with or are superseded by a current or subsequently issued Executive Order of the Governor, the President of United States, or Brevard County shall be deemed inapplicable and deemed to be severed from this Ordinance, with the remainder of this Ordinance remaining intact and in full force and effect.

(c) This Ordinance has no application outside of the municipal boundaries of the City of Cocoa.

(d) Nothing contained herein shall require or allow a person to wear a Face Covering so as to conceal the identity of the wearer in violation of Chapter 876, Florida Statutes.

Section 6. Report to City Council in Conjunction with Ordinance No. 13-2020; Sunset Ordinance. Ordinance No. 13-2020, as amended by this Ordinance, shall remain in full force and effect. The City Council will periodically review this Ordinance in

conjunction with Ordinance No. 13-2020 approximately every thirty (30) days following the effective date of this Ordinance to determine whether this Ordinance should be terminated depending on the status of the COVID-19 emergency. The City Manager shall schedule the review on a regular or special meeting agenda. During this periodic review process, the City Council reserves the right to terminate this Ordinance by majority vote at any time, without notice.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption and shall remain in effect until repealed by the City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in accordance with Section 166.041(3)(b), Florida Statutes by an affirmative vote of 2/3 of the City Council, in a regular meeting assembled on the 8th day of December, 2020.

Michael C. Blake, Mayor

ATTEST:

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	21-50	**Version:** 1	**Name:**	2021 Special Event Street Closures
Type:	Informational Item		**Status:**	Council Busines
File created:	12/22/2020		**In control:**	City Council
On agenda:	1/12/2021		**Final action:**	
Title:	Approve the requested 2021 street closures in association with the proposed Special Events. (Assistant to the City Manager/Public Information Officer)			
Sponsors:				
Indexes:				
Code sections:				
Attachments:				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 22, 2020
Agenda Date: January 12, 2021
Prepared By: Samantha Senger, Assistant to the CM, Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Approve the requested 2021 street closures in association with the proposed Special Events.

BACKGROUND:

During any given calendar year, the number of street closures approved by the City Council within the Central Business District (CBD) zoning district shall not exceed twenty-four (24) days. Any street closure lasting in excess of four (4) hours shall be counted as one full day, while any street closure of four (4) hours or less shall be counted as one half day per the Special Events Ordinance No. 04-2018.

Events:

1.Run for Responders 5K, Saturday, January 2, 2021 (4:00 pm - 9:00 pm)

Church St:	between Riverside Dr. and east terminus of Church St.
Riverside Dr:	between Church St. and Oak St.
Derby St.	at Riverside Drive, Delannoy and Brevard Ave.
Oak St:	between Riverside Dr. and Brevard Ave.
Brevard Ave:	between Oak St. and Harrison St.
Harrison St:	between Brevard Ave. and Riveredge Blvd.

The race route will open immediately after all the participants have all crossed the finish line. Harrison Street will reopen at Delannoy and Riveredge at 9pm.

Total Closure - One Day (City Council approval was confirmed 12/8/2020) (1)

2. Cocoa Village Mardi Gras, Saturday, February 27, 2021 (3:00 pm -12:00 am (2-28)
Delannoy Ave: between Derby St. and SR 520
Brevard Ave: between Church St. and SR 520
Harrison Street: between Riveredge Blvd. and Brevard Ave.
Oleander Street: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day (2)

3. HCVA Spring Craft Fair, Saturday and Sunday, March 6-7, 2021 (2:00 am Saturday March 7nd - 6:00 pm Sunday. March 8rd)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and Harrison St.
Total Closure - Two Days (4)

4. HCVA Car Show and Crosswinds Duck Race, Saturday, March 27, 2021 (10:00 am - 5:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Riveredge Blvd. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day (5)

5. Village Idiot 5K Village ASPCA Benefit Street Party, Friday, April 2, 2021 (3:00 pm - 12:00 am)
Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.
Harrison St: between Brevard Ave. and Riveredge Blvd.
Total Closure - One Day (6)

6. March of Dimes March for Babies, Saturday, May 1, 2021 4:00pm-8:00pm
Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Riverside Dr: at Derby Street
The City of Rockledge will also be participating in this event and will monitor the intersections south beyond Oak Street. The walk will move south along Riverside Dr. /Rockledge Dr and turn around at Barton Ave. and head north back to Riverfront Park.
Total Closure - Half Day (6.5)

7. HCVMS Summer Craft Fair, Saturday and Sunday, May 8-9, 2021 (2:00 am May 9 - 6:00 pm May 10)
Brevard Ave: between SR 520 and Factory St.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Harrison St: between Riveredge Blvd. and Brevard Ave.
Church St: between Brevard Ave. and Delannoy Ave.
Delannoy Ave: between Church St. and SR 520

Total Closure - Two Days (8.5)

8. Second Annual Cocoa Triathlon, Sunday, May 16, 2021 (2:00am-12:00pm)
A rolling street closure will be utilized for the Cocoa Triathlon. The number of participants and their safety requires a street closure request. This event will not require temporary traffic control devices (TTCD) to block roads throughout the course route. The streets in which the TTCD will be utilized are:
Harrison St. between Delannoy Ave and Riveredge Blvd.
Riveredge Blvd. between King St. (HWY 520) to Lee Wenner Park.
The Transition Area for each segment will be located in Riverfront Park/Harrison Field.
Swim segment: Will commence in Lee Wenner Park with a Spring Distance of .25miles, into the Indian River. The turnaround point will be designated at the floating bouy.
The Bicycling Segment: Sprint Distance equal to one lap, will begin in Riverfront Park and move down towards Lee Wenner Park. The participants will then proceed under the 520 bridge and continue North on Indian River Drive with the turnaround at Indian Trail and back to the transition area in Riverfront Park.
The Run Segment: Sprint Distance equal to one lap, will transition in Riverfront Park then proceed south towards the turnaround point at Barton Avenue and commence north back to the finish in Riverfront Park.
Total Closure - One Day (9.5)

9. Preclampsia Foundation Promise Walk, Saturday, June 12, 2021 (6:00 am - 1:00 pm)
Riverfront Park to Church Street continuing to Riverside Drive

Riverside Drive:	Between Church St. and Derby St.
Delannoy Avenue:	Between Derby St. Harrison St.
Harrison Street:	Between Delannoy and Brevard Ave.
Brevard Avenue:	Between Harrison St. and Rosa L. Jones Blvd
Rosa L. Jones Blvd:	To John Garren Ln
John Garren Lane:	Between Rosa L. Jones and Orange Street
Orange Street:	Between John Garren Ln and Florida Ave.
Florida Avenue:	Between Orange Street and Stone St.
Stone Street:	Between Florida Ave and Brevard Ct.
Brevard Court:	Between Florida Ave and Orange St.
Orange Street:	Between Brevard Ct and Brevard Ave.
Church Street:	Between Brevard Ave and Delannoy St.
Delannoy Avenue:	Between Church Street and Harrison St.
Harrison Street:	Between Delannoy and Riversedge heading back into riverfront Park along the river.

Total Closure - One Day (10.5)

10. City of Cocoa July 4th Celebration, Saturday, July 3, 2021 (11:00am-11:00pm)
Street Harrison between Delannoy and Riveredge Blvd
Total Closure - One Day (11.5)

11. Walk to End Alzheimer's, Saturday, September 25, 2021 (6:00 am - 2:00 pm)
Riverfront Park to Church Street continuing to Riverside Drive

Riverside Drive:	Between Church St. and Derby St.
Delannoy Avenue:	Between Derby St. Harrison St.
Harrison Street:	Between Delannoy and Brevard Ave.

Brevard Avenue:	Between Harrison St. and Rosa L. Jones Blvd
Rosa L. Jones Blvd:	To John Garren Ln
John Garren Lane:	Between Rosa L. Jones and Orange Street
Orange Street:	Between John Garren Ln and Florida Ave.
Florida Avenue:	Between Orange Street and Stone St.
Stone Street:	Between Florida Ave and Brevard Ct.
Brevard Court:	Between Florida Ave and Orange St.
Orange Street:	Between Brevard Ct and Brevard Ave.
Church Street:	Between Brevard Ave and Delannoy St.
Delannoy Avenue:	Between Church Street and Harrison St.
Harrison Street:	Between Delannoy and Riversedge leading back into riverfront Park along the river.

Total Closure - One Day (12.5)

12. Running Zone Foundation Race Series Red Carpet Run 5K, 10K, Half Marathon, Sunday, October 3, 2021 (3:00am-1:00pm).

All 3 races will begin on Brevard Avenue in the Central Business District of Cocoa VIllage heading North, continuing to run along Indian River Drive north bound until their respective turnaround and then back south to SR. 520 turning left (east) onto the new path on the north side of SR. 520, cross underneath SR. 520 to Lee Wenner Park and then to Rivers Edge Blvd. to the finish. All 3 races start together at 6:30 am with a three hour course limit for the longest distance event (15K). The turnaround location for the 5K is nearest the address of 1041 Indian River Road, 10K is north of Twin Lakes Drive, 15K nearest the intersection of Carleton Drive.
Total Closure - One Day (13.5)

13. HCVA Fall Art and Craft Fair, Saturday and Sunday, October 16-17, 2021 (2:00 am October 17 - 6:00 pm October 18)

Brevard Ave:	between SR 520 and Factory St.
Oleander St:	between Brevard Ave. and Municipal Parking Lot
Harrison St:	between Riveredge Blvd. and Brevard Ave.
Church St:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	between Church St. and SR 520

Total Closure - Two Days (15.5)

14. Space Coast Free Wheelers Waterway Century Ride- Sunday, October 24, 2021 - 7:00 am-8:30 am

The corner of Delannoy Ave. and Harrison St. from 7:00 am-8:30 am for the beginning of their bike racing event for charity. This is an annual event that has occurred the last weekend in October each year. As soon as the race begins and bikes are cleared out, the street will be opened back up. Actual time should be no longer than 30 minutes.
Total Closure - Half Day (16)

15. City of Cocoa Fall Festival in the Village, Saturday, October 30, 2021 (12:00 pm - 8:00 pm)

Harrison St:	between Riveredge Blvd. and Brevard Ave.
Delannoy St:	between Church St. and SR 520
Church St:	between Brevard Ave. and Delannoy Ave.
Brevard Ave:	between SR 520 and Church St.

Total Closure - One Day (17)

16. Christ Central Church Annual Fall Festival, Saturday, October 30, 2021, (1:00 pm-8:00 pm)
Coquina Drive: between Michigan Ave. and the easterly end of church property.
Total Closure Days- Zero Days (Location is not in the CBD)

17. Down syndrome Association of Brevard, Saturday, November 6, 2021 (8:00 am - 12:00 pm)
Church St: between Delannoy Ave. and Riverside Dr.
Riverside Dr: between Church St. and Oak St.
Rockledge will also be supporting this event.
Total Closure - Half Day (17.5)

18. Village Idiot 5K Village Lost Their Idiot, Friday, November 12, 2021 (3:00 pm - 12:00 am)
Church St: between Riverside Dr. and east terminus of Church St.
Riverside Dr: between Church St. and Oak St.
Oak St: between Riverside Dr. and Brevard Ave.
Brevard Ave: between Oak St. and Harrison St.
Harrison St: between Brevard Ave. and Riveredge Blvd.
Total Closure - One Day (18.5)

19. HCVMS Annual Central Florida Car Show Saturday, November 20, 2021 (6:00 am - 4:00 pm)
Brevard Ave: between SR 520 and Factory St.
Orange Ave: between Brevard Pl. and Brevard Ave.
Harrison St: between Riveredge Blvd. and Brevard Ave.
Oleander St: between Brevard Ave. and Municipal Parking Lot
Total Closure - One Day (19.5)

20. Running Zone Foundation and Space Coast Runners 50th Annual Space Coast Marathon and Half Marathon, Sunday, November 28, 2021 (2:00am-1:00pm).

Space Coast Marathon Course 26.2 Miles

The Race begins on Brevard Avenue heading south. Turn right on Orange St. Turn right on Florida Ave. Turn right on RT.520 (east bound) Turn left on Brevard Ave heading north and cross over Rt.520 (west bound). Continue northbound on Indian River Drive with a turn-around just south of Indian Trail. Head south on Indian River Drive. Turn right on Peachtree St. Turn left on Florida Ave. Turn left on Rosa L. Jones Blvd. Heading right onto Oak St. Turn right onto Rockledge Drive to the turnaround just south of Stonebridge Drive. Turn around heading north on Rockledge Drive. Turn right on Church St. utilizing the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Right onto Harrison St. Remaining in the west bound lane of Harrison St. into Lee Wenner Park to the Finish Line.

Space Coast Half- Marathon Course 13.1 Miles (two courses)

North Course
Heading South on Brevard Ave. Turn Right onto Orange St. Turn right onto Florida Ave. Turn Right onto RT 520 (east-bound). Turn Left on Brevard Ave Crossing RT 520 (west bound). Course runs along Riverside Drive until just south of Indian Trail. The course then turns around heading south until RT 520 (west-bound) and turns left to the new connector crossing under Rt 520 into Lee Wenner Park to the Finish Line.

South Course
Heading South on Brevard Ave. Turning left on Church Street. Turn right on Rockledge Drive continuing on Rockledge Drive to 200 meters south of Stonebridge Dr. (just north of Oakledge Drive. Turn around heading north back to Church St. Turning right onto Church Street using the Porcher House Loop Alleyway behind St. Mark's Episcopal Church and Academy. Turn right onto Delannoy Ave. Turn right onto Harrison St. Staying in the west-bound lane of Harrison Street into Lee Wenner Park to the Finish Line.

Total Closure - One Day (20.5)

21. HCVA Holiday Craft Fair, Saturday and Sunday, December 4-5, 2021 (2:00 am December 4-6:00 pm December 5).

Brevard Ave:	between SR 520 and Factory St.
Oleander St:	between Brevard Ave. and Municipal Parking Lot
Harrison St:	between Riveredge Blvd. and Brevard Ave.
Church St:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	between Church St. and SR 520

Total Closure days- Two Days (22.5)

22. Cocoa Rockledge Holiday Parade and Tree Lighting, Saturday, December, 11, 2021 (12:00 pm - 9:00 pm)

Brevard Ave:	beginning at the southerly city limit to Maryland Ave.
Maryland Ave:	between Brevard Ave. and Delannoy Ave.
Delannoy Ave:	between Maryland Ave. and SR 520
Harrison St:	between Delannoy Ave. and Riveredge Blvd.

Total Closure - One Day (23.5)

The total number of street closure days if approved is 23.5.

STRATEGIC PLAN CONNECTION:

The Approval of the road closures will help to enhance the image of Cocoa as an inviting destination for visitors as well as re-enforce a sense of community and increased event participation for its citizens.

BUDGETARY IMPACT:

The City receives $50.00 for each group that requests a street closure.

PREVIOUS ACTION:

The Run for First Responders was approved at the 12/8/20 Council Meeting. The 2020 Road Closure requests were approved in January of last year.

RECOMMENDED MOTION:

Request Council approval of all 2021 Road Closures listed in this request.

Legislation Details (With Text)

File #:	21-53	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	12/28/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Approve Resolution No. 2021-004, City of Cocoa Travel Policy. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2021-04: Travel Policy Adoption.pdf Travel Policy CC 21.6.pdf				

Date	Ver.	Action By	Action	Result

/CITY COUNCIL AGENDA ITEM

Memo Date: December 28, 2020
Agenda Date: January 12, 2021
Prepared By: Rebecca J. Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve Resolution No. 2021-004, City of Cocoa Travel Policy

BACKGROUND:

Florida Statutes Sec. 112.061 regulates travel of public officers and employees. The City Manager has directed staff to update the City of Cocoa's Travel Policy which adheres to the State statute. Part of the Travel Policy update was to repeal Sec. 2-76 of the City Code, requiring the Travel Policy to be adopted by City Council through ordinance and allowing City Council to adopt the policy via resolution. This agenda item presents the resolution for City Council to approve the City's Travel Policy and the Travel Policy. The administrative procedures related to implementation of the travel policy will be approved by the City Manager as authorized in the Travel Policy. The adoption of the Travel Policy by resolution and the separation of the policy from the administrative procedure will provide a more efficient and effective process of amending the City's travel reimbursement policy in the future.

STRATEGIC PLAN CONNECTION:

Enter text here

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 #:_

PREVIOUS ACTION:

City Council approved Ordinance # 20-2020 on December 12, 2020, repealing Sec. 2-76 of the City Code recognizing that future travel and per diem reimbursement policies will be established by resolution of the City Council rather than by ordinance.

RECOMMENDED MOTION:

Approve Resolution No. 2021-004, City of Cocoa Travel Policy

RESOLUTION NO. 2021-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING THE CITY OF COCOA TRAVEL POLICY; AUTHORIZING THE CITY MANAGER TO ADOPT AND APPROVE ADMINISTRATIVE POLICIES TO IMPLEMENT THE TRAVEL POLICY ESTABLISHED BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa desires to adopt a Travel Policy applicable to City of Cocoa employees; and

WHEREAS, Ordinance 20-2020 repealed Section 2-76 of the City Code and allowed for adoption of a travel policy by resolution rather than by ordinance; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to adopt the Travel Policy as provided in this resolution.

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

SECTION 1. The City of Cocoa Travel Policy, which is attached hereto and fully incorporated herein as **EXHIBIT "A,"** is hereby adopted by the City Council. This resolution shall hereinafter be referred to as the "City of Cocoa Travel Policy." The City Manager is hereby authorized to adopt and approve administrative policies deemed necessary to implement the policy established herein by the City Council provided such administrative policies are consistent with this resolution.

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 12th day of January, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

EXHIBIT "A"

Policy

Number: **CC 21.6**
Supercedes: **Ordinance 9-2014**
Approved: **1/12/21**
Resolution #: **21-XXX**

Travel Policy

1. *Objective*

   To provide for a City of Cocoa policy for the reimbursement of authorized travelers' expenses incurred during the performance of their official duties which serve a public purpose.

2. *References*

   A. Florida Statutes Sec. 112.061 – Per diem and traveling expenses of public officers, employees and authorized persons.
   B. Administrative Procedure **AP 01**
   C. Travel Authorization Form **APFT1**
   D. Travel Expense Report **APFT2**
   E. Request for Direct Payment **RDP**

3. *Directives*

   A. To regulate official travel expenses of city officers, employees and other authorized persons, as defined in F.S. § 112.061.
   B. The provisions of F.S. § 112.061, pertaining to municipalities, and any amendments, additions or modifications to such provisions, shall be incorporated herein by reference, and the provisions contained in this section shall be supplemental and in addition to the provisions of F.S. § 112.061.
   C. In the event of any conflict between City of Cocoa Financial Policy CC 21.6 and F.S. § 112.061, City of Cocoa Financial Policy CC 21.6, in accordance with F.S. § 112.061 (1) (b) 2, shall prevail.

4. Reservation of Authority

   The authority to issue or revise this Policy is reserved to the Cocoa City Council. The City Manager is authorized to adopt and approve administrative policies consistent herewith.

Carie Shealy
City Clerk

Michael C. Blake
Mayor

EXHIBIT "A"

Adopted by City Council on January 8, 2021

Legislation Details (With Text)

File #:	21-61	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	1/3/2021			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Council authorization to apply for a National Park Service African American Civil Rights Grant in the amount of $30,000 to conduct historical research and documentation of the Civil Rights Case, Gilbert vs. Board of Public Instruction of Brevard County, Florida. Documentation will be used as an educational display in the Leon and Jewel Collins Museum of African American History and Culture. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	AACR_20_NOFO_P21AS00199.pdf Internal Grant Application-AACR Grant-Due 12-15-2020S.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 3, 2021
Agenda Date: January 12, 2021
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Council authorization to apply for a National Park Service African American Civil Rights Grant in the amount of $30,000 to conduct historical research and documentation of the Civil Rights Case, Gilbert vs. Board of Public Instruction of Brevard County, Florida. Documentation will be used as an educational display in the Leon and Jewel Collins Museum of African American History and Culture.

BACKGROUND:

The Notice of Funding Opportunity for the National Park Service African American Civil Rights Grant was published in November 2020, with an original due date of December 15, 2020, now extended to January 12, 2021. The grant opportunity states that the proposed project must have direct significance to African American Civil Rights and the struggle for equality. Based on this project announcement, staff recommends applying for the grant to hire a consultant to conduct research and provide documentation of the landmark Civil Rights Case, Gilbert vs. the Board of Public Instruction of Brevard County, Florida.

The goal of this project would be to hire a consultant (expected not to exceed $30,000) to conduct research and acquire documentation related to the landmark case, Gilbert v. Board of Public Instruction of Brevard County, Florida. The case is considered a pioneering case for civil rights as it relates to equal pay for black teachers in Brevard County. From this research and documentation

retrieval, an exhibit would be created to educate our citizens on the importance of this case, not only in Brevard County, Florida, but nationally. The research would encompass the lives of John Gilbert, the principal of Cocoa Junior High and Harry T. Moore, the fourth grade teacher who was inspired to fight for equal pay among all teachers in Brevard County, regardless of the color of their skin. The case further inspired teachers across the state to seek legal assistance to address racial discrimination in their school districts.

From this case study, additional documentation can be obtained to educate our visitors on the significance of this case in 1938. Also, documentation on the career of John Gilbert, the principal of Cocoa Junior High at the time can be displayed in the museum. The story of Harry T. Moore is widely known and documented on his later years, prior to his death, but not of the life of Mr. Moore as a teacher and his early civil rights activism in Florida. This project will identify historical significance of the significant legal case and the lives of the men that made the fight for equal rights possible in Cocoa.

There is not a match requirement for this type of project and the request for funding is $30,000. This amount will cover expenses related to hiring a historical consultant who is a subject-matter expert on Civil Rights case history. It is anticipated, if awarded, the funds will be available after July 1, 2021. Due to the time constraints, Staff applied for this grant prior to the January 12, 2021 Council meeting, as this was the due date for the grant. Staff is requesting authorization to move forward pending award and will bring the award letter back at a future Council meeting for authorization to encumber the funds and execute the grant award.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Not applicable - Staff will return with a Budget Amendment upon award of funding for the grant.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Council authorization to apply for a National Park Service African American Civil Rights Grant in the amount of $30,000 to conduct historical research and documentation of the Civil Rights Case, Gilbert vs. Board of Public Instruction of Brevard County, Florida. Documentation will be used as an educational display in the Leon and Jewel Collins Museum of African American History and Culture.



National Park Service

CRFA-PGC - Cultural Resources Financial Assistance

2021
P21AS00199

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A. Program Description

A1. Authority

Legislative Authority:

- 54 USC 301 et seq. (National Historic Preservation Act)
- Further Consolidated Appropriations Act of 2020, enacted as Public Law 116-94

Federal Regulations: 2 C.F.R. § 200, 2 C.F.R. § 1402
Other Authority: Executive Order 13933

Catalog of Federal Domestic Assistance (CFDA) Number
15.904

A2. Background, Purpose and Program Requirements

The National Park Service's (NPS) African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites and stories related to the African American struggle to gain equal rights as citizens and transatlantic slave trade. The NPS 2008 report, Civil Rights in America, A Framework for Identifying Significant Sites, will serve as a guide in determining the appropriateness of proposed projects and properties. AACR Preservation Grants are funded by the Historic Preservation Fund (HPF), administered by the NPS, and will fund a broad range of history projects for historic sites including: survey and inventory, National Register nominations, oral histories and more. Grants are awarded through a competitive process and do not require non-Federal match.

There are separate funding announcements for physical preservation projects and for historical research/documentation projects. Funding announcement P21AS00200 is for physical preservation of historic sites only; P21AS00199 is for historical research/documentation/survey/nomination projects. Please ensure you apply under the correct opportunity number for your project. There is a new Historic Equal Rights grant program under P21AS00201 for physical preservation only of sites involved in the struggle for All American's civil rights.

FY2020 Public Law 116-94 provides $15.5 million for the AACR Grant Program.

History projects must range from $15,000 to $50,000 in federal share.
• Eligible costs include survey, planning, and documentation of historic sites/events, as well as the creation of interpretive and educational materials around significant sites (including oral histories).
• Successful applications will emphasize innovative strategies, creative projects with measurable results, and include cross generational engagement that promote and preserve the community's history.

Projects must fit one of the categories listed below. If a project overlaps more than one category, select the dominant category.

1. Survey and Planning
2. Research and Documentation
3. Interpretation and Education
4. Collection Conservation

RELATED PROGRAM FOR OPTIONAL PARTICIPATION:
NPS African American Civil Rights Network
The African American Civil Rights Network (AACRN) is a voluntary designation program that aims to present a comprehensive narrative of the people, places, and events associated with the African American Civil Rights movement in the United States.

Please visit https://www.nps.gov/subjects/civilrights/african-american-civil-rights-network.htm if you would like to apply for the African American Civil Rights Network (AACRN).

Please note that the AACRN is **not connected** with the Civil Rights Grants Program. Becoming a member of the AACRN will **NOT** guarantee a grant in any way. AACRN is not a competitive program; all properties, facilities, and programs that meet the requirements will be added to the Network and will be eligible to use the program logo in limited fashion, with permission, and to receive technical assistance.

B. Federal Award Information

B1. Total Funding

Estimated Total Funding
$ 15,500,000

B2. Expected Award Amount

Maximum Award
$ 50,000
Minimum Award
$ 15,000
History grant applications must range from $15,000 to $50,000.

B3. Anticipated Award Funding and Dates

Anticipated Award Date
June 15, 2021

B4. Number of Awards

Expected Number of Awards
50
Based on prior years, the NPS anticipates funding between 30 and 70 projects from FY2020 funding.

B5. Type of Award

Funding Instrument Type
G - Grant

C. Eligibility Information

C1. Eligible Applicants

Eligible Applicants
00 – State governments
01 – County governments
07 – Native American tribal governments (Federally recognized)
12 – Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education
13 – Nonprofits without 501(c)(3) status with the IRS, other than institutions of higher education
02 – City or township governments
04 – Special district governments
06 – Public and State controlled institutions of higher education
05 – Independent school districts
11 – Native American tribal organizations (other than Federally recognized tribal governments)
20 – Private institutions of higher education

Additional Information on Eligibility
Eligible applicants are State governments, local governments, nonprofits, educational institutions, and Federally Recognized Indian Tribes, Alaskan Natives, and Native Hawaiian Organizations as defined by 54 USC 300300. Grants are not available for sites or collections owned buy the NPS.

C2. Cost Sharing or Matching

Cost Sharing / Matching Requirement

No
Non-Federal cost share is not required for this agreement but will be considered as a competitive factor.

C3. Other

1. Applications for renewal or supplementation of existing projects are not eligible. Each application must be for a separate phase if it is a part of a multi-phase project, and **significant progress** must be demonstrated on prior phases to warrant additional funding.
2. Projects funded under this program constitute "undertakings" as defined by Section 106 of the National Historic Preservation Act, as amended (54 U.S.C. 306108). Accordingly, after the grant is awarded, the National Park Service will work with the grantee to complete the consultation process prior to drawing construction funds from their grant account. Depending on the project, additional federal reviews may be required under other laws such as, the Archaeological Resources Protection Act of 1979 (ARPA), the National Environmental Policy Act (NEPA), and Native American Graves Protection and Repatriation Act (NAGPRA).
3. If the project is doing work to or preparing a National Register nomination for a property and the owner is different than the applicant, then the applicant must include written permission from the owner to proceed with the project and any required easements or covenants. The letter of owner consent must be written within 60 days of the application due date and pertain to this particular application. Previous letters of owner consent will not be accepted.
4. For archaeological surveys, please provide plans for curating any artifacts recovered incidentally, including any strategies for outreach and the sharing of survey reports, research, results, etc. These will also require NEPA and NPS review prior to surveying.
5. For properties not National Register listed for association with African American civil rights, before a grant will be considered complete, an amendment to an existing National Register or National Historic Landmark nomination to include African American civil rights must be submitted to the State Historic Preservation Office and approved by the NPS.
6. Administration costs necessary to complete and administer the program cannot exceed 25% of total cost (admin and indirect combined). This limitation for the Historic Preservation Fund is by statute, 54 U.S.C. 302902.
7. Preparation of architectural/engineering plans and specifications not to exceed 20% of the total project cost.
8. Depending on the project, information may be required that will enable the NPS to assess whether the project includes reasonable measures for protection from vandalism or other damage, including measures to protect any monuments, memorials, or other statues. This may include, as applicable, a certification that the grant recipient will implement reasonable measures to protect the project site.
9. Historic Preservation Fund Easement Requirement: Section 54 USC 302902 (b)(1)(c) of the National Historic Preservation Act requires that Historic Preservation Fund grantees agree to assume, after the completion of the project, the total cost of continued

maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a Preservation Covenant/Easement with the State Historic Preservation Officer (SHPO) in which the site is located or with a nonprofit preservation organization acceptable and approved in writing by the NPS.

A draft covenant/easement must be submitted to the NPS for review within one calendar year of the date a grant agreement is signed. Following the completion of all grant-assisted work, the preservation covenant/easement must document the grant-assisted condition of the site and the character defining features. The covenant/easement must then be executed by registering it with the deed of the property. A certified copy of the executed covenant/easement must be submitted to the NPS prior to the end of the award period of performance.

The term of the preservation covenant/easement is dependent on the amount of assistance the historic property receives from this opportunity:

a. If the historic property is not currently protected by a preservation covenant/easement, a preservation covenant/easement must be executed for a term as given in the table below per the amount of funding awarded.
b. If the historic property is currently subject to a preservation covenant/easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives $300,000 in HPF funding, an amendment to add 15 years would be required.
c. If the historic property is currently protected by a perpetual or other preservation covenant/easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
$1-$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
$50,001 - $250,000	10-year minimum preservation covenant/easement
$250,001 - $500,000	15-year minimum preservation covenant/easement
$500,001- $750,000	20-year minimum preservation covenant/easement
$750,001+	25-year minimum preservation covenant/easement

Excluded Parties: NPS conducts a review of the SAM.gov Exclusions database for all applicant entities and their key project personnel prior to award. The NPS cannot award funds to entities or their key project personnel identified in the SAM.gov Exclusions database as ineligible, prohibited/restricted or otherwise excluded from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits, as their ineligibility condition applies to this Federal program.

Properties or collections owned by the NPS are not eligible for funding.

D. Application and Submission Information

D1. Address to Request Application Package

All application information and documentation can be found on grants.gov under opportunity number P21AS00200 for preservation projects. For history projects, see opportunity number P21AS00199. For History of Equal Rights projects, see opportunity P21AS00201.

D2. Content and Form of Application Submission

Project Narrative

- Project descriptions must address each of the evaluation criteria separately and applications will be reviewed with the rubric as a guide as part of the merit evaluation process.
- NPS will evaluate and consider only those applications that separately address each of the criteria listed in Section E.
- A suggested Project Description Worksheet format is included under the "Related Documents" tab on grants.gov which includes all character limits. The project summary is limited to 3,000 characters including spaces and each criterion is limited to 7,000 characters including spaces.

1. SF-424, Application for Federal Assistance

Applicants must submit the appropriate Standard Form (SF)-424, Application for Federal Assistance. Individuals applying as a private citizen (i.e., unrelated to any business or nonprofit organization you may own or operate in your name), must complete the SF-424, Application for Federal Assistance-Individual form. All other applicants must complete the standard SF-424, Application for Federal Assistance. The required application forms are available with this announcement on Grants.gov. The SF-424, Application for Federal Assistance must be complete, signed, and dated. Do not include any proprietary or personally identifiable information. Please note: Enter only the amount requested from this Federal program in the "Federal" funding box on the SF-424 Application form. Include any other Federal sources of funding in the "Other" box and provide details on those Federal source(s) and funding amount(s) in the required Budget Narrative (see the "Budget Narrative" section below).

- Complete this form as much as possible with all applicable information.
- Note: You must provide your ZIP Code + 4, 0000 is not acceptable. Your DUNS and Bradstreet Number (DUNS) must exactly match the DUNS Number under your SAM.gov record.

Applicants must submit the appropriate SF-424 Budget Information form and Budget Narrative. For non-construction programs or projects, applicants must complete and submit the SF-424A, "Budget Information for Non-Construction Programs" form. All of the required application forms are available with this announcement on Grants.gov. Federal award recipients and subrecipients are subject to Federal award cost principles in 2 CFR 200.

- The project budget shall include detailed information on all cost categories and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors. All costs shown in the budget documents should match what is discussed in the project description worksheet. Cost categories can include, but are not limited to, those costs items included on the SF424A.
- **NOTE**: No more than 25% of the entire budget (Federal plus match) may be applied towards administrative costs (defined below), plus indirect costs. This is a statutory requirement.
- Administrative costs are: Allowable, reasonable, and allocable costs related to the overall management of activities directly related to finance (accounting, auditing, budgeting, contracting), general administrative salaries and wages (grant administration, personnel, property management, equal opportunity) and other "overhead" functions (general legal services, general liability insurance, depreciation on buildings and equipment, etc.) not directly attributable to specific program areas identified in the grant agreement. All administrative costs reported must be absolutely necessary for project and/or program implementation, such as the cost items identified in the final grant agreement or items otherwise approved in writing by the NPS Awarding Officer (AO).

Any applicant organization that has not completed the financial assistance certifications and representations within their SAM.gov registration must submit the appropriate signed and dated Assurances form. All of the required application forms are available with this announcement on Grants.gov.

- By downloading this form on the "Manage Workspace" page, this form will be marked as "passed" and will be considered completed and marked as "Read Only". You do not need to re-upload it on the attachments form.

Detailed Budget Narrative

The project budget shall include detailed information on all cost categories and must clearly identify all estimated project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. In addition, applicants shall include a narrative description of the items included in the project budget, including the value of in-kind contributions of goods and services provided to complete the project when cost share is identified to be included (reference section C of this announcement). Cost categories can include, but are not limited to, those costs items included on the SF424A or SF424C.

- All costs listed in the SF-424A must correspond to the activities in the Project Description and must be outlined in the Budget Justification Worksheet. However, do not include your cost breakdown as part of the narrative Project Description.
- Costs must be broken out into Federal and matching funds by cost center such as personnel, fringe benefits, travel, administrative costs, etc.
- If matching share is included in your budget, please list the sources of non-Federal match, as well as if the match is secured or unsecured.
- The following questions must be answered in your budget justification:
    - Do you have policies and procedures in place that meet the financial management standards in 2 CFR 200.302? NPS may ask for copies of policies if selected for funding.

- Do you have a single audit and was it submitted to the Federal Audit Clearinghouse? If no, do you have another type of audit or other annual financial statement?
- Attach a complete set of financial statements including:
    1. Balance sheet/Statement of Financial Position
    2. Statement of Revenue and Expense/Statement of Activities
    3. Statement of Cash Flow

- A Budget Justification Worksheet format is included under the "Related Documents" tab on grants.gov.
- **Note:** Maximum hourly wages charged to this grant for personnel and consultants may not exceed 120% of the salary of a Federal Civil Service GS-15, Step 10. Current salary tables for your location can be found on the Office of Personnel Management website: https://www.opm.gov.

Conflict of Interest Disclosure
Per the Financial Assistance Interior Regulation (FAIR), 2 CFR §1402.112, applicants must state in their application if any actual or potential conflict of interest exists at the time of submission.

(a) *Applicability*.

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) *Notification*.

(1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112.

(2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(c) *Restrictions on lobbying*. Non-Federal entities are strictly prohibited from using funds under a grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR part 18 and 31 U.S.C. 1352.

(d) *Review procedures*. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(e) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in

any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (see also 2 CFR part 180).

Single Audit Reporting Statement
All U.S. states, local governments, federally recognized Indian tribal governments, and non-profit organizations expending $750,000 USD or more in Federal award funds in the applicant's fiscal year must submit a Single Audit report for that year through the Federal Audit Clearinghouse's Internet Data Entry System. U.S. state, local government, federally recognized Indian tribal government, and non-profit applicants must state if your organization was or was not required to submit a Single Audit report for the most recently closed fiscal year. If your organization was required to submit a Single Audit report for the most recently closed fiscal year, provide the EIN associated with that report and state if it is available through the Federal Audit Clearinghouse website.

Certification Regarding Lobbying
Applicants requesting more than $100,000 in Federal funding must certify to the statements in 43 CFR Part 18, Appendix A-Certification Regarding Lobbying. If this application requests more than $100,000 in Federal funds, the Authorized Official's signature on the appropriate SF-424, Application for Federal Assistance form also represents the entity's certification of the statements in 43 CFR Part 18, Appendix A.

Overlap or Duplication of Effort Statement

Applicants must provide a statement indicating if there is any overlap between this Federal application and any other Federal application, or funded project, in regards to activities, costs, or time commitment of key personnel. If no such overlap or duplication exists, state, "There are no overlaps or duplication between this application and any of our other Federal applications or funded projects, including in regards to activities, costs, or time commitment of key personnel". If any such overlap exists, provide a complete description of overlaps or duplications between this proposal and any other federally funded project or application in regards to activities, costs, and time commitment of key personnel, as applicable. Provide a copy of any overlapping or duplicative proposal submitted to any other potential funding entity and identify when that proposal was submitted, to whom (entity name and program), and when you anticipate being notified of their funding decision. The statement and the description of overlap or duplication, when applicable, may be provided within the proposal or as a separate attachment to the application. If at any time a proposal is awarded funds that would be overlapping or duplicative of the funding requested from NPS, the applicant must immediately notify the NPS point of contact. Any overlap or duplication of funding between the proposed project and other active or anticipated projects may impact selection and/or funding amount.

D3. Unique Entity Identifier and System for Award Management (SAM)

Identifier and System for Award Management (SAM.gov) Registration: This requirement does not apply to individuals applying for funds as individual (i.e., unrelated to any business or nonprofit organization you may own or operate) or any entity with an exception approved by the funding bureau or office in accordance with bureau or office policy. All other applicants are required to obtain a Data Universal Numbering System (DUNS) number from Dun & Bradstreet and then register in SAM.gov prior to submitting a Federal award application. Federal award

recipients must continue to maintain an active SAM.gov registration with current information through the life of their Federal award(s). See the "Submission Requirements" section of this document below for more information on SAM.gov registration. We may not make a Federal award to an applicant that has not completed the SAM.gov registration. If an applicant selected for funding has not completed their SAM.gov registration by the time the program is ready to make an award, the program may determine that the applicant is not qualified to receive an award. The program can use that determination as a basis for making an award to another applicant. **There is no cost to register with Dun & Bradstreet or SAM.gov**. There are third-party vendors who will charge a fee in exchange for registering entities with Dun & Bradstreet and SAM.gov; **please be aware you can register and request help for free**.

Obtain a DUNS Number

Request a DUNS Number through the Dun & Bradstreet website. For technical difficulties, send an email to the D&B SAM Help Desk. Please ensure that you are able to receive emails from SAMHelp@dnb.com. The Grants.gov "Obtain a DUNS Number" webpage also provides detailed instructions. Once assigned a DUNS number, your organization must maintain up-to-date information with Dun & Bradstreet. Applicants must enter their DUNS number in the "Organizational DUNS" field on the SF-424, Application for Federal Assistance form.

Register with the System for Award Management (SAM)

Register on the SAM.gov website. "Help" tab on the website contains User Guides and other information to assist you with registration. The Grants.gov Register with SAM page also provides detailed instructions. You can also contact the supporting Federal Service Desk for help registering in SAM. Once registered in SAM, entities must renew and revalidate their SAM registration at least once every 12 months from the date previously registered. Entities are strongly encouraged to revalidate their registration as often as needed to ensure their information is up to date and reflects changes that may have been to the entity's DUNS or IRS information.

D4. Submission Dates and Times

Due Date for Applications

12/15/2020

Application Due Date Explanation

Electronically submitted applications must be submitted no later than 11:59 PM, ET on the listed application due date.

D5. Intergovernmental Review

Prior to application submission, U.S. state and local government applicants should visit the OMB Office of Federal Financial Management website and view the "State Point of Contact (SPOC) List" to determine whether their application is subject to the state intergovernmental review process under Executive Order (E.O.) 12372 "Intergovernmental Review of Federal Programs." States not on the list do not participate in the intergovernmental review process, and therefore do not have a SPOC. If you are located within a State that does not have a SPOC, you may send application materials directly to a Federal awarding agency. If your state is on the list, contact the

designated entity for more information on the state's prior review requirements for Federal assistance applications.

D6. Funding Restrictions

The Federal awarding agency that provides the largest amount of direct funding to your organization is your cognizant agency for indirect costs, unless otherwise assigned by the White House Office of Management and Budget (OMB). If the Department of the Interior is your organization's cognizant agency, the Interior Business Center will negotiate your indirect cost rate. Contact the Interior Business Center by phone 916-930-3803 or using the IBC Email Submission Form. See the IBC Website for more information.

Organizations must have an active Federal award before they can submit an indirect cost rate proposal to their cognizant agency. Failure to establish an approved rate during the award period renders all costs otherwise allocable as indirect costs unallowable under the award. Recipients must have prior written approval from the Service to use amounts budgeted for direct costs to satisfy cost-share or match requirements or to cover unallowable indirect costs. Recipients shall not shift unallowable indirect costs to another Federal award unless specifically authorized to do so by legislation.

Required Indirect Cost Statement to be submitted with Application
All organizations must include the applicable statement from the following list in their application, and attach to their application any documentation identified in the applicable statement:

We are:

- A U.S. state or local government entity receiving more than $35 million in direct Federal funding each year with an indirect cost rate of [insert rate]. We submit our indirect cost rate proposals to our cognizant agency. Attached is a copy of our most recently approved rate agreement/certification.
- A U.S. state or local government entity receiving less than $35 million in direct Federal funding with an indirect cost rate of [insert rate]. We have prepared and will retain for audit an indirect cost rate proposal and related documentation.
- A [insert your organization type; U.S. states and local governments, do not use this statement] that has previously negotiated or currently has an approved indirect cost rate with our cognizant agency. Our indirect cost rate is [insert rate]. [Insert either: "Attached is a copy of our most recently approved but expired rate agreement. In the event an award is made, we will submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after the award is made." *or* "Attached is a copy of our current negotiated indirect cost rate agreement."]
- A [insert your organization type] that has never submitted an indirect cost rate proposal to our cognizant agency. Our indirect cost rate is [insert rate]. If we receive an award, we will submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after the award date.

- A [insert your organization type] that has never submitted an indirect cost rate proposal to our cognizant agency and has an indirect cost rate that is lower than 10%. Our indirect cost rate is [insert rate; must be lower than 10%]. However, if we receive an award we will not be able to meet the requirement to submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after award. We request as a condition of award to charge a flat indirect cost rate of [insert rate; must be lower than 10%] against [insert a clear description of the direct cost base against which your rate is charged (e.g., salaries; salaries and fringe benefits; or modified total direct costs). However, please note that your organization cannot charge indirect costs in excess of the indirect costs that would be recovered if applied against modified total direct costs as defined in §2 CFR 200.68]. We understand that we must notify the Service in writing if we establish an approved rate with our cognizant agency at any point during the award period.
- A [insert your organization type] that has never submitted an indirect cost rate proposal to our cognizant agency and has an indirect cost rate that is 10% or higher. Our indirect cost rate is [insert your organization's indirect rate; must be 10% or higher]. However, if we receive an award we will not be able to meet the requirement to submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after award. We request as a condition of award to charge a flat *de minimis* indirect cost rate of 10% to be charged against modified total direct project costs as defined in 2 CFR §200.68. We understand that we must notify the Service in writing if we establish a negotiated rate with our cognizant agency at any point during the award period. We understand that additional Federal funds may not be available to support an unexpected increase in indirect costs during the project period and that such changes are subject to review, negotiation, and prior approval by the Service.
- A [insert your organization type] that is submitting this proposal for consideration under the "Cooperative Ecosystem Studies Unit Network", which has a Department of the Interior-approved indirect cost rate cap of 17.5%. If we have an approved indirect cost rate with our cognizant agency, we understand that we must apply this reduced rate against the same direct cost base as identified in our approved indirect cost rate agreement per 2 CFR §1402.414. If we do not have an approved indirect cost rate with our cognizant agency, we understand that we must charge indirect costs against the modified total direct cost base defined in 2 CFR §200.68 "Modified Total Direct Cost (MTDC)". We understand that we must request prior approval from the Service to use the 2 CFR 200 MTDC base instead of the base identified in our approved indirect cost rate agreement. We understand that Service approval of such a request will be based on: 1) a determination that our approved base is only a subset of the MTDC (such as salaries and wages); and 2) that use of the MTDC base will still result in a reduction of the total indirect costs to be charged to the award. In accordance with 2 CFR §200.405, we understand that indirect costs not recovered due to a voluntary reduction to our federally negotiated rate are not allowable for recovery via any other means.
- A [insert your organization type] that will charge all costs directly.
- If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, Appendix III through Appendix VII as applicable. A negotiated indirect cost rate agreement must be provided with your proposal.

- If selecting use of 10% de minimis rate, a De Minimis Indirect Cost Rate Certification must be submitted.
- If your proposed budget includes indirect costs, please submit either:
    - Your organization's Indirect Cost Rate Negotiation Agreement, or
    - DeMinimis Indirect Cost Rate Certification.
- Indirect and direct administrative costs may not exceed 25% of the total project budget as defined in 54 USC 301 et seq.
- Proposals that fail to document their indirect costs will have those costs disallowed.

D7. Other Submission Requirements

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Project Images Worksheet

- Provide photos of the potential affected context/sites/districts.
- Photos should show current conditions and immediate threat.
- May also be elevations, plans, or other images
- Color or black and white photos are both accepted
- Photographs should clearly describe the community/context and the entire historic site involved in the project (outbuildings, district, landscape features, etc).
- For physical preservation projects, please ensure you include one current photo of each side of the property as well as one current overall photo at a minimum
- A suggested Project Images Worksheet format is included under the "Related Documents" tab on grants.gov which allows for 19 images to be uploaded in one document.

-

Proof of Non-Profit Status, if applicable

- If your organization is a non-profit, please submit proof of your current non-profit status as part of your application.

-

Letter of Owner Consent, if applicable

- If your project is doing work to or preparing a National Register nomination for a property and the owner is different than the applicant, then the applicant **must** include written permission from the owner to complete the project **and** any applicable easements or covenants with the application. If this is anticipated as part of the project, indicate the plan for obtaining this owner consent as part of the project.
- The letter of owner consent **must** be written within 60 days of the application due date and pertain to this particular application.
- Previous letters of owner consent will **not** be accepted.

-

Letters of Support, if applicable

- Letters of support should be submitted if defining specific partner involvement, support, or matching funds. These letters **must be** submitted with your application via grants.gov as part of the attachments form. Letters received in any other manner may not be considered. All letters must be addressed to: Megan Brown, Chief of State, Tribal, Local, Plans & Grants Division, NPS.
- DO NOT mail/send separately. They must be submitted with your application. Letters not submitted via grants.gov will not be considered. This applies to Congressional letters of support as well, a copy must be included with your application.

If being considered or selected for award, NPS reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:
(a) Other budget information
(b) Financial capability
(c) Evaluation of risk
(d) Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 43 C.F.R. § 17)

E. Application Review Information

E1. Criteria

Criterion 1 **Maximum Points:** 20

Description	The resource(s) receiving assistance from the proposed project must have direct significance to African-American civil rights and the struggle for equality.
Significance	1. Describe the historic resource(s) in the proposed project and the role the resource(s) played in African-American civil rights and the struggle for equality and/or the transatlantic slave trade. 2. Identify any current designations (if applicable) at the National, State, Tribal, or local level and if those designations describe the role the resource(s) played in the African-American civil rights and the struggle for equality. 3. Discuss the current integrity of the resource, any changes that may have occurred since the period of significance, and how the project may affect that integrity. *Resources which are unlisted in the National Register of Historic Places or not listed for their civil rights association must include a concurrence of eligibility from the State Historic Preservation Office (SHPO). Concurrence may be in the form a determination of eligibility by the SHPO or a completed survey that was reviewed by the SHPO.

Criterion 2 **Maximum Points:** 20

Description	The proposed project must address issues that directly and imminently threaten the resource and fulfill a clear financial need.

Need/ Urgency/ Threat	1. Describe the need, urgency, and threat the project addresses including the source, nature, extent, and severity of the threat. 2. Discuss how the project will directly mitigate the threat. 3. Discuss how the project is the next logical step towards long-term preservation of the resource(s).

Criterion 3 **Maximum Points:** 25

Description	The proposed project must be achievable within 2-3 years, within a reasonable budget, and be performed with qualified personnel and/or consultants
Feasibility	1. List and describe all tasks and their expected results. 2. Justify the timeline as provided in the Timeline section of the Project Description Worksheet. 3. Demonstrate that the costs identified in the Budget Justification Worksheet are necessary, reasonable, and allowable. 4. Demonstrate how you will successfully complete the project within the given timeframe (2-3 years) and with the given resources while meeting all federal requirement and guidelines. 5. Briefly describe who will be involved in carrying out the project and their qualifications, attach resumes/CVs as applicable. 6. Describe experience with protection of grant-assisted property from vandalism or other damage and the ability to implement and manage reasonable measures to prevent vandalism and other damage.

Criterion 4 **Maximum Points:** 25

Description	Proposed projects must develop sustainable long-term preservation of the resource(s).
Sustainability	1. Describe the impacts of the project after completion, including long lasting effects. 2. Describe any partnerships and community engagement, easements, and preservation agreements, or other reasonable measures for protection from vandalism or other damage including as appropriate: monitoring and coordination with local authorities regarding a response to imminent threats. 3. Describe current or future maintenance/conservation plans. 4. Describe any issues anticipated with the requirement that owners of the property must sign a preservation easement/covenant (if applicable).

Criterion 5 **Maximum Points:** 10

Description	Proposed projects must align with the Department of the Interior Priorities.
Department of the Interior Priorities	Please connect your project to at least one of the following Department of the Interior (DOI) priorities: • Modernizing our infrastructure; or • Restore trust and be a good neighbor.

E2. Review and Selection Process

Prior to award, the program will review any applicant statement regarding potential overlap or duplication between the project to be funded and any other funded or proposed project in terms of activities, funding, or time commitment of key personnel. Depending on the circumstances, the program may request modification to the application, other pending applications, or an active award, as needed to eliminate any duplication of effort, or the Bureau may choose not to fund the selected project.

The program may not make a Federal award to an applicant that has not completed the SAM.gov registration. If an applicant selected for funding has not completed their SAM.gov registration by the time the Bureau is ready to make an award, the program may determine that the applicant is not qualified to receive an award. The program can use that determination as a basis for making an award to another applicant.

Prior to award, the program will evaluate the risk posed by applicants as required in 2 CFR 200.205. Programs document applicant risk evaluations using the Bureau's "Financial Assistance Recipient Risk Assessment" form. Prior to approving awards for Federal funding in excess of the simplified acquisition threshold (currently $250,000), the Bureau is required to review and consider any information about or from the applicant found in the Federal Awardee Performance and Integrity Information System. The Bureau will consider this information when completing the risk review. The Bureau uses the results of the risk evaluation to establish monitoring plans, recipient reporting frequency requirements, and to determine if one or more of the specific award conditions in 2 CFR 200.207 should be applied the award.

NPS personnel, and in some cases independent federal expert reviewers, will review all proposals. All proposals for funding will be considered using the criteria outlined above. A summary of the review panel comments may be provided to the applicant if requested.

a. Initial Review

Prior to conducting the comprehensive merit review, an initial review will be performed to determine whether: (1) the applicant is eligible for an award; (2) the information required by the NOFO has been submitted; (3) all mandatory requirements of the NOFO are satisfied; and (4) the proposed project is responsive to the program objectives of the NOFO (program determination). If an applicant fails to meet the requirements or objectives of the NOFO, or does not provide sufficient information for review, the applicant will be considered non-responsive and eliminated from further review.

b. Comprehensive Merit Review

All applications that satisfactorily pass the initial review will be eligible for the Comprehensive Merit Review. Each criteria element will be scored with the following **suggested** range:

Description					
Criterion 1	Criterion 2	Criterion 3	Criterion 4	Criterion 5	
20	20	25	25	10	Superior
16	16	20	20	8	Good
12	12	15	15	6	Satisfactory
8	8	10	10	4	Marginal
4	4	5	5	2	Poor
0	0	0	0	0	Not Acceptable

The scoring of each criterion must be based on the strengths and weaknesses of the application materials. To assist in assigning an appropriate score, the following will be used as guidance:

Rating	Descriptive Statement
Superior	Applicant fully addresses all aspects of the criterion, convincingly demonstrates that it will meet the Government's performance requirements, and demonstrates no weaknesses.
Good	Applicant fully addresses all aspects of the criterion, convincingly demonstrates a likelihood of meeting the Government's requirements, and demonstrates only a few minor weaknesses.
Satisfactory	Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains weaknesses and/or a number of minor weaknesses.
Marginal	Applicant addresses all aspects of the criterion and demonstrates the ability to meet the Government's performance requirements. The Application contains significant weaknesses and/or a significant number of minor weaknesses.
Poor	Applicant addresses some aspects of the criterion and demonstrates some doubt in the likelihood of successfully meeting the Government's requirements. Significant weaknesses are demonstrated and clearly outweigh any strength presented.
Not Acceptable	Applicant does not address all aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the Government's requirements.

c. Selection

The Selection Official may consider the merit review recommendation, program policy factors (list any specific policy factors and/or important criteria to be noted by the applicant while preparing their submission – example “property must be located in a Historic District/on National Park managed land”, preference regarding geographic diversity regarding applicant selection, etc.), and the amount of funds available to select applications for funding.

d. Discussions and Award

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) only a portion of the application is selected for award; (2) the Government needs additional information to determine that the applicant is capable of complying with the requirements of DOI Financial Assistance Regulations, and/or (3) additional specific terms and conditions are required. Failure to satisfactorily resolve the issues identified by the Government may preclude award to the applicant.

E3. CFR – Regulatory Information

See the National Park Service's Award Terms and Conditions for the general administrative and national policy requirements applicable to Service awards. The Service will communicate any other program- or project-specific special terms and conditions to recipients in their notices of award.

E4. Anticipated Announcement and Federal Award Dates

Upon being selected for the award, successful applicants will receive notification of the selection of their application for funding. NPS anticipates funding notifications to the applicants selected for award around 6 months following the application deadline. A notice of selection is not an authorization to begin performance on an agreement. This notice will detail the next steps in the awarding process. Once all clearances and reviews have been conducted, a grant agreement will be sent for signature.

The non-Federal Entity's proposal, including all representations of capability, proposed approaches (including those of subgrantees), and other specific undertakings upon which the non-Federal Entity was evaluated (see Section E), also shall form the basis of award. Accordingly, these are terms and conditions (see below) for which the non-Federal Entity will be held responsible.

Work cannot begin before the non-Federal entity receives a fully executed copy of the grant agreement which contains the signature of the Financial Assistance Awarding Officer. Any pre-award costs incurred prior to the receipt of a signed agreement or written notice signed by a Financial Assistance Awarding Officer authorizing pre-award costs, is at the applicant's own risk. A grant agreement signed by a Financial Assistance Awarding Officer is the only authorizing document to begin performance.

Organizations whose applications have not been selected will be advised as promptly as possible.

F. Federal Award Administration Information

F1. Federal Award Notices

Upon being selected for the award, successful applicants will receive notification of the selection of their application for funding. NPS anticipates funding notifications to the applicants selected for award around 6 months following the application deadline. A notice of selection is not an authorization to begin performance on an agreement. This notice will detail the next steps in the awarding process. Once all clearances and reviews have been conducted, a grant agreement will be sent for signature.

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Work cannot begin before the non-Federal entity receives a fully executed copy of the grant agreement which contains the signature of the Financial Assistance Awarding Officer. Any pre-award costs incurred prior to the receipt of a signed agreement or written notice signed by a Financial Assistance Awarding Officer authorizing pre-award costs, is at the applicant's own risk. A grant agreement signed by a Financial Assistance Awarding Officer is the only authorizing document to begin performance.

Organizations whose applications have not been selected will be advised as promptly as possible.

F2. Administrative and National Policy Requirements

See the "DOI Standard Terms and Conditions" for the administrative and national policy requirements applicable to DOI awards.

Data Availability
Per the Financial Assistance Interior Regulation (FAIR), 2 CFR §1402.315:

(a) All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.

(b) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

F3. Reporting

Financial Reports

All recipients must use the SF-425, Federal Financial Report form for financial reporting. At a minimum, all recipients must submit a **final** financial report. Final reports are due no later than 90 calendar days after the award period of performance end date or termination date. For awards with periods of performance longer than 12 months, recipients are required to submit **interim** financial reports on the frequency established in the Notice of Award. The only exception to the interim financial reporting requirement is if the recipient is required to use the SF 270/271 to request payment and requests payment at least once annually through the entire award period of performance. We will describe all financial reporting requirements in the Notice of Award.

Performance Reports

Performance reports must contain a comparison of actual accomplishments with the established goals and objectives of the award; a description of reasons why established goals were not met, if appropriate; and any other pertinent information relevant to the project results. Final reports are due no later than 90 calendar days after the award period of performance end date or termination date. For awards with periods of performance longer than 12 months, recipients are required to submit **interim** financial reports on the frequency established in the Notice of Award.

Significant Development Reports

Events may occur between the scheduled performance reporting dates which have significant impact upon the supported activity. In such cases, recipients are required to notify the Bureau in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Real Property Reports

Recipients and subrecipients are required to submit status reports on the status of real property acquired under the award in which the Federal government retains an interest. The required frequency of these reports will depend on the anticipated length of the Federal interest period. The Bureau will include recipient-specific real property reporting requirements, including the required data elements, reporting frequency, and report due dates, in the Notice of Award when applicable.

Conflict of Interest Disclosures

Recipients must notify the program immediately in writing of any conflict of interest that arise during the life of their Federal award, including those reported to them by any subrecipient under the award. Recipients must notify the program in writing if any employees, including subrecipient and contractor personnel, are related to, married to, or have a close personal relationship with any Federal employee in the Federal funding program or who otherwise may have been involved in the review and selection of the award. The term employee means any individual engaged in the performance of work pursuant to the Federal award. Recipients may not have a former Federal employee as a key project official, or in any other substantial role related to their award, whose participation put them out of compliance with the legal authorities addressing post-Government employment restrictions. See the U.S. Office of Government Ethics

website for more information on these restrictions. The Service will examine each conflict of interest disclosure based on its particular facts and the nature of the project and will determine if a significant potential conflict exists. If it does, the Service will work with the recipient to determine an appropriate resolution. Failure to disclose and resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338 Remedies for Noncompliance, including termination of the award.

Other Mandatory Disclosures
The Non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the terms and conditions outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 Remedies for Noncompliance, including suspension or debarment.

Reporting Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings in accordance with Appendix XII to 2 CFR 200.

G. Federal Awarding Agency Contact(s)

G1. Program Technical Contact

For **programmatic technical assistance**, contact:

First Name:
STLPG
Last Name:
Staff
Address:
Telephone:
202-354-2020
Email:

STLPG@nps.gov
Email preferred.

G2. Program Administration Contact

For **program administration assistance**, contact:

First Name:

Last Name:

Address:

Telephone:

Email:

G3. Application System Technical Support

For **Grants.gov technical registration and submission, downloading forms and application packages**, contact:

Name:
Grants.gov Customer Support

Telephone:
1-800-518-4726

Email:
Support@grants.gov

H. Other Information

Payments

Domestic recipients are required to register in and receive payment through the U.S. Treasury's Automated Standard Application for Payments (ASAP), unless approved for a waiver by the Service program. Foreign recipients receiving funds to a final destination bank outside the U.S. are required to receive payment through the U.S. Treasury's International Treasury Services (ITS) System. Foreign recipients receiving funds to a final destination bank in the U.S. are required to enter and maintain current banking details in their SAM.gov entity profile and receive payment through the Automated Clearing House network by electronic funds transfer (EFT). The Bureau will include recipient-specific instructions on how to request payment, including identification of any additional information required and where to submit payment requests, as applicable, in all Notices of Award.

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Community Services	**DIVISION:** Economic Development
POINT OF CONTACT: Charlene Neuterman	**PROJECT MANAGER:** Charlene Neuterman
NAME OF GRANT: FY2020 Historic Preservation Fund - African American Civil Rights - History Grants	
CFDA#/CFSA#: CFDA-15-904	**FUNDING AGENCY:** National Park Service (DOI)
AMOUNT REQUESTED: $ 30,000	**GRANT DUE DATE:** 12/15/2020

PROJECT DESCRIPTION:

The National Park Service's (NPS) African American Civil Rights Grant Program (AACR) will document, interpret, and preserve the sites and stories related to the African American struggle to gain equal rights as citizens as well as the transatlantic slave trade. The City will apply to conduct research and acquire documentation related to the pioneering civil rights case Gilbert vs. Board of Instruction in Brevard County.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $**	**TARGET DATE TO COUNCIL:**
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** upon request

WHAT ARE THE REPORTING REQUIREMENTS?

quarterly reports and final report

FUTURE REQUIREMENTS TO CONSIDER:

none

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	21-73	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	City Business
File created:	1/7/2021			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Project Sunshine granting the waiver set forth therein pursuant to Section 15-21 of the City Code. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Site Plan Layout - PROJECT SUNSHINE.pdf Project Sunshine - Landscape Construction Documents.pdf Project Sunshine Development Agreement Draft FINAL for Council Meeting				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 7, 2021
Agenda Date: January 12, 2021
Prepared By: Alix Bernard, Senior Planner
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Consideration of a Binding Development Agreement between the City of Cocoa, Florida and Project Sunshine granting the waiver set forth therein pursuant to Section 15-21 of the City Code.

BACKGROUND:

The development agreement encompasses one parcel of land located on the eastside of Grissom Pkwy immediately south of Mesa Ridge Dr. The parcel is further identified as Parcel ID:24-35-12-00-1. The property is currently vacant land.

Project Sunshine is a major economic development project subject to the confidentiality provisions of section 288.075, Florida Statutes. It is anticipated that Project Sunshine will be an important economic catalyst for future growth and economic development to the City and Brevard County, create job growth and significantly enhance the local government tax base. Specifically, the applicant is proposing to construct a 202,044 square foot distribution center on approximately 75.9 acres with the overall acreage of the site being 185 acres. (Exhibit A -site plan). The distribution center building is proposed to be one-story, approximately 44 feet in height.

Project Sunshine submitted a large scale site plan application for review and approval by the City. Further, because the proposed development will be accessed by three new entrances off of Grissom

Pkwy, just south of Mesa Ridge Drive, Brevard County is considering approval of a right of way permit as Grissom Road is a County Road. The applicant is currently working on securing this permit from the County.

Pursuant to Appendix A- Zoning, Article XIII, Sec. 1(F), the Planning & Zoning Board is required to consider the large scale site plan and approve, approve with conditions or deny. On January 6, 2021, the City's Planning & Zoning Board considered and approved the large scale site plan subject to the following conditions:

1. The Applicant shall be required to demonstrate to city staff's satisfaction that City of Cocoa Comprehensive Plan Policy 6.1.3.6 is observed and met, which requires that compensatory storage shall be provided through excavation of a volume equivalent to the loss of storage within the 100-year floodplain resulting from the placement of fill in adjacent upland areas (above the 100-year floodplain) where such compensatory storage can be accomplished in an environmentally sound and economically feasible manner. In the event that city staff concludes that compensatory storage can be accomplished in an environmentally sound and economically feasible manner on the property, the Applicant shall be required to amend the site plan to provide compensatory storage on the site prior to commencement of construction, which may require further approval of the Planning and Zoning Board through a major site plan amendment or of the Community Development Director through a minor site plan amendment, as applicable.
2. The Applicant shall be required to demonstrate to city staff's satisfaction that the City of Cocoa Comprehensive Plan Policy 12.1.5.4 is observed and met, which requires that development approval in areas which have been identified as providing habitat of a size and character that is suitable for long term protection of a viable population of one or more listed species (including threatened species scrub jay, gopher tortoise and wood stork) shall be contingent upon the formulation of a management plan which would to the greatest extent possible eliminate adverse effects to any listed species which occur or are discovered on the development site. Further, city staff shall follow Policy 12.1.5.5, which provides that the City shall consult with the FGFWFC and/or the FDEP in the review of listed species management plans prepared by private developers, and shall implement the recommendations of those agencies in the issuance of development orders. Accordingly, the Applicant shall be required to prepare a threatened species management plan and comply with any recommendations of the City and appropriate wildlife protection agencies incorporated in the plan prior to commencement of construction. Should the site plan need to be altered to comply with the threatened species wildlife management plan, the Applicant shall be required to seek further approval of the Planning and Zoning Board through a major site plan amendment or of the Community Development Director through a minor site plan amendment, as applicable.
3. The Applicant shall be required to obtain all other applicable state and federal permits necessary for the development prior to commencement of the development, which shall include, but not be limited to, a Brevard County Right-of-Way Permit, a permit from the Florida Fish and Wildlife Conservation Commission, and the St. John's River Water Management District permit. Issuance of a development permit by the City does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
4. **Approval of the site plan shall be dependent upon City Council approval and execution**

of the related Development Agreement and subject to all terms and conditions contained therein.

The first three conditions require subsequent follow-up and verification by City staff regarding several important outstanding issues requiring compliance with the City's Comprehensive Plan as required by law. However, the fourth condition requires City Council's consideration and approval because only the City Council can waive the relevant and applicable tree removal and mitigation requirements.

Section 15-21 of the City Code generally provides that the City Council may, by home rule development agreement, waive applicable land development regulations of the City, provided the property owner demonstrates a bona fide need for the waiver and agrees to provide significant enhancements to the property in exchange for the waiver. The enhancements must significantly bring the overall quality of the development above and beyond the minimum requirements set forth in the land development regulations, must be consistent with the City's Comprehensive Plan, and must serve the public health, safety, and welfare of the citizens and visitors of the City.

In this instance, in order to facilitate the location of this very significant economic development project within the City of Cocoa, that potentially will have a relatively extraordinary positive impact on the City's ad valorem tax base and bring a significant number of additional jobs to Cocoa, and given the industrial nature of the project and site, Staff is recommending that the City Council approve the Development Agreement granting a waiver of the City's tree ordinance by accepting the attached tree mitigation and landscape plan as presented by the developer, provided all replacement trees required by the plans shall satisfy the minimum size standards (diameter at breast height) as required by the City Code, Appendix A- Zoning, Article XIII, Section 22. The attached tree mitigation and landscape plan explains and depicts the scope of the project and impact on tree removal and replacement. No other tree mitigation contribution or replacement shall be required if the City Council approves the Development Agreement.

Once the identity of Project Sunshine is formally announced, the Development Agreement will be put into final form for execution by the City and the identified entity that will own the real property. The executed Development Agreement will be recorded in the Official Records of Brevard County and be binding upon the property.

Future Land Use Designation: Industrial

Zoning District: M-2 Manufacturing and Industrial

Existing Land Use: Vacant Land

Council District: District 3 - Councilmember Rip Dyal

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Industrial	M-2 Manufacturing an Industrial	Industrial Park and Vacant Land

South	Industrial	M-2 Manufacturing an Industrial	Industrial and Vacant Land and pond
East	Industrial	M-2 Manufacturing an Industrial	Pond and Vacant Land
West	Brevard County Residential 1 - 2.5	Brevard County GU (General Use) and AU (Agricultural Resident	Single-Family Residential (County) and Industrial Park (City)

Consistency with Code of the City of Cocoa

Consistent with Appendix A, Article XIII, Section 1(D), "All site plans shall be required to meet all current applicable code requirements."

Staff has reviewed the site plan and determined that it generally meets the minimum requirements of all applicable City Code requirements, except where waivers have been provided through the proposed Development Agreement.

The Development Agreement provides for the following waiver:

Tree removal and land clearing shall be in accordance with the Site Plan. Replacement trees shall satisfy the minimum size standards (diameter at breast height) as required by the City Code, Appendix A- Zoning, Article XIII, Section 22. No other tree mitigation contribution or replacement shall be required.

STRATEGIC PLAN CONNECTION:

Objective 1.1(d) The City should identify areas of the City as certain business, commercial, industrial, or other districts.
Objective 1.2: Recruit new business and industry to increase private capital investment and job creation.
Goal 2: Retain and expand business and industry
Objective 1.2: Diversify and enhance the revenue base available to fund city operations.

BUDGETARY IMPACT:

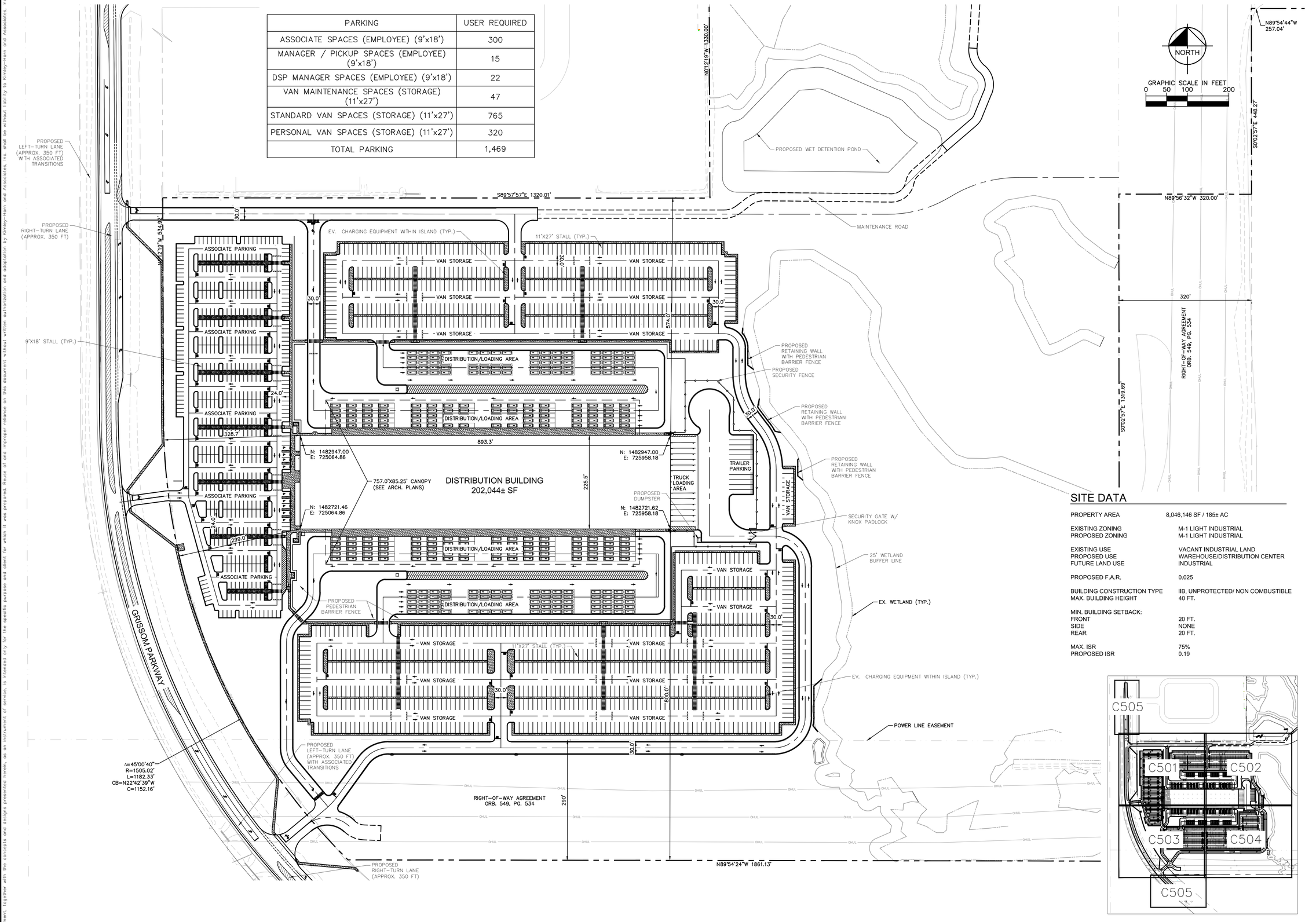
There is no budgetary impact. However, the Development Agreement will waive certain tree mitigation requirements.

PREVIOUS ACTION:

The Planning and Zoning Board approved the Large-Scale Site Plan with conditions related to this item on January 6, 2021.

RECOMMENDED MOTION:
Approval of a Binding Development Agreement between the City of Cocoa, Florida and Project Sunshine granting the waiver set forth therein pursuant to Section 15-21 of the City Code.

PARKING	USER REQUIRED
ASSOCIATE SPACES (EMPLOYEE) (9'x18')	300
MANAGER / PICKUP SPACES (EMPLOYEE) (9'x18')	15
DSP MANAGER SPACES (EMPLOYEE) (9'x18')	22
VAN MAINTENANCE SPACES (STORAGE) (11'x27')	47
STANDARD VAN SPACES (STORAGE) (11'x27')	765
PERSONAL VAN SPACES (STORAGE) (11'x27')	320
TOTAL PARKING	1,469



SITE DATA

PROPERTY AREA	8,046,146 SF / 185± AC
EXISTING ZONING	M-1 LIGHT INDUSTRIAL
PROPOSED ZONING	M-1 LIGHT INDUSTRIAL
EXISTING USE	VACANT INDUSTRIAL LAND
PROPOSED USE	WAREHOUSE/DISTRIBUTION CENTER
FUTURE LAND USE	INDUSTRIAL
PROPOSED F.A.R.	0.025
BUILDING CONSTRUCTION TYPE	IIB, UNPROTECTED/ NON COMBUSTIBLE
MAX. BUILDING HEIGHT	40 FT.
MIN. BUILDING SETBACK:	
FRONT	20 FT.
SIDE	NONE
REAR	20 FT.
MAX. ISR	75%
PROPOSED ISR	0.19

KEY MAP
SCALE: 1"=500'

No.	REVISIONS	DATE	BY

Kimley»Horn
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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

Jason A. Lewis, P.E.
FL License #62572

KHA PROJECT 046265017
DATE OCT 2020
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---

MASTER SITE PLAN

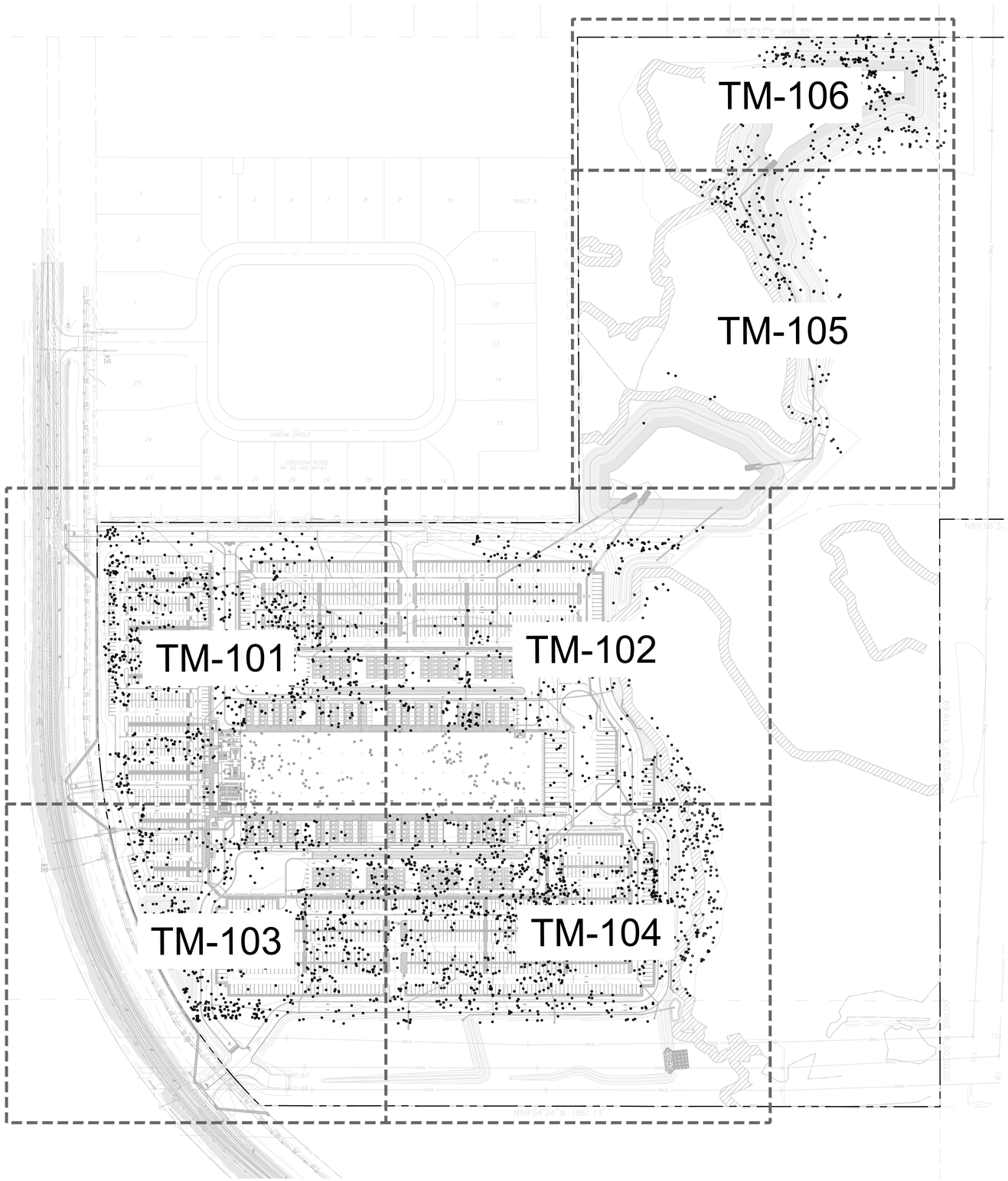
PROJECT SUNSHINE

PREPARED FOR
SEEFRIED PROPERTIES

CITY OF COCOA FLORIDA

SHEET NUMBER
C500

Plotted By: Reum, Briana Sheet Set: DMS COCOA Layout: C500 MASTER SITE PLAN December 02, 2020 08:40:35am K:\Vde_civil\046265017 - dms8 cocoa\CAD\CONSTR\C500 MASTER SITE PLAN.dwg
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SYMBOL KEY

- TREE TO BE PRESERVED
- TREE TO BE REMOVED
- TREE LOCATED WITHIN PROPOSED BUILDING FOOTPRINT TO BE REMOVED

NOTES:

1. SEE SHEET TM-107 - TM-109 FOR TREE DATA TABLES AND CALCULATIONS.
2. SEE SHEET TM-150 FOR TREE MITIGATION SPECIFICATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 75 150 300

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL ENGINEER
CHRISTOPHER D. CIANFAGLIONE
REGISTERED
LA6667207
STATE OF FLORIDA
DATE: 12/7/2020

KHA PROJECT	046265017
DATE	DEC 2020
SCALE	AS SHOWN
DESIGNED BY	----
DRAWN BY	----
CHECKED BY	----

OVERALL TREE MITIGATION PLAN

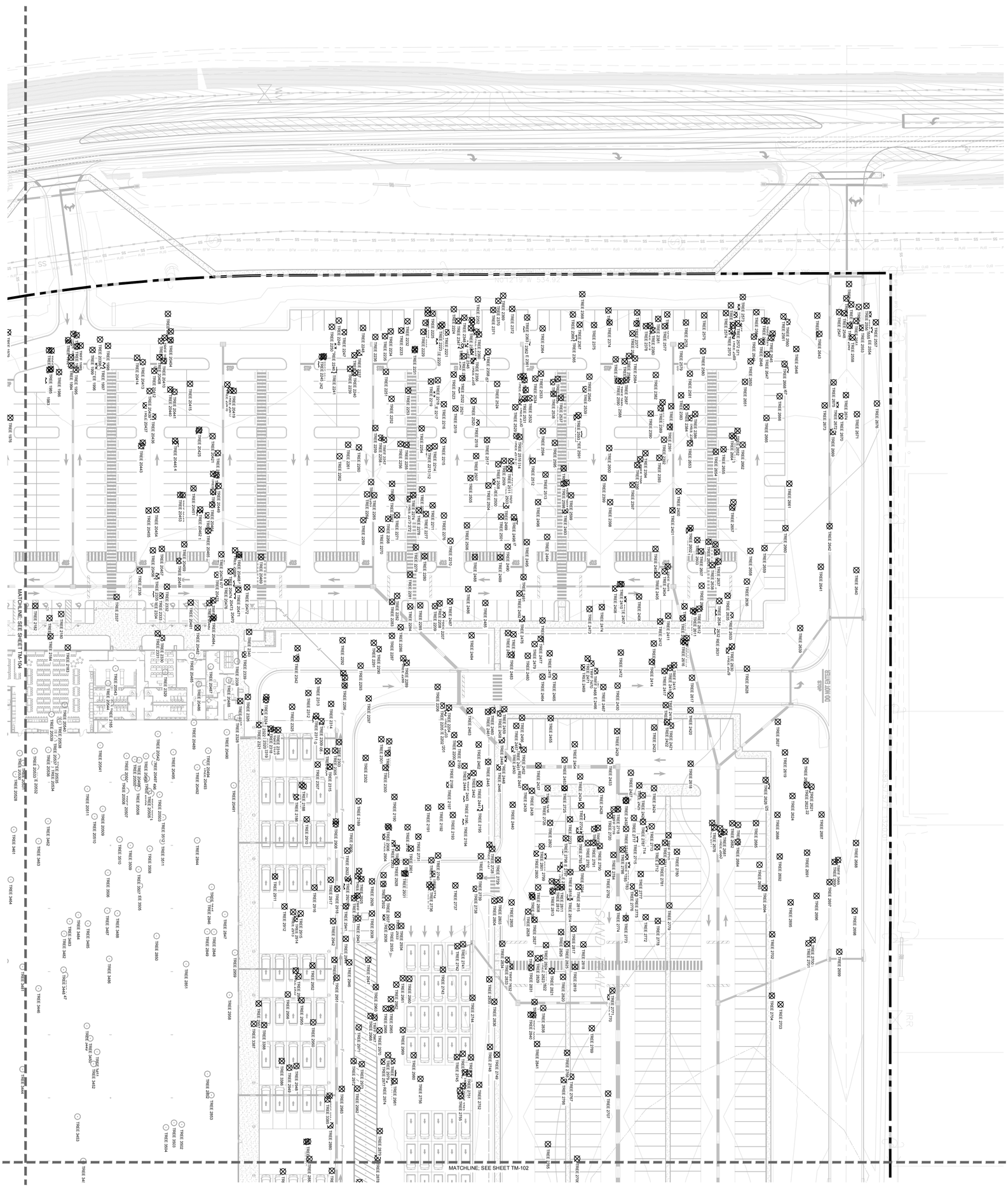
PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
TM-100

CALL 2 BUSINESS DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Plotted By:Arena Austin Sheet Set:046265017 - Project Sunshine Layout:TM-100 December 02, 2020 05:09:35pm K:\SAR_LIBR\046265017 - DM08 Project Sunshine\CAD\PlanSheets\TM-1 TREE MITIGATION PLAN.dwg
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SYMBOL KEY

TREE TO BE PRESERVED

TREE TO BE REMOVED

TREE LOCATED WITHIN PROPOSED BUILDING FOOTPRINT TO BE REMOVED

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

CALL 2 BUSINESS DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's Below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SHEET NUMBER TM-101

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

TREE MITIGATION PLAN

KHA PROJECT 046265017
DATE DEC 2020
SCALE AS SHOWN
DESIGNED BY ___
DRAWN BY ___
CHECKED BY ___

LICENSED PROFESSIONAL CHRISTOPHER D. CANEGLIONI LA6667207 STATE OF FLORIDA
DATE: 12/2/2020

Kimley»Horn

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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

No.	REVISIONS	DATE	BY

MATCHLINE; SEE SHEET TM-105

MATCHLINE; SEE SHEET TM-101

MATCHLINE; SEE SHEET TM-103

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

SYMBOL KEY

- TREE TO BE PRESERVED
- TREE TO BE REMOVED
- TREE LOCATED WITHIN PROPOSED BUILDING FOOTPRINT TO BE REMOVED

No.	REVISIONS	DATE	BY

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LICENSED LANDSCAPE ARCHITECT
CHRISTOPHER D. CANEGLIONE
LA6667207
STATE OF FLORIDA
REGISTERED
DATE: 12/22/2020

KHA PROJECT	046265017
DATE	DEC 2020
SCALE	AS SHOWN
DESIGNED BY	----
DRAWN BY	----
CHECKED BY	----

TREE MITIGATION PLAN

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES

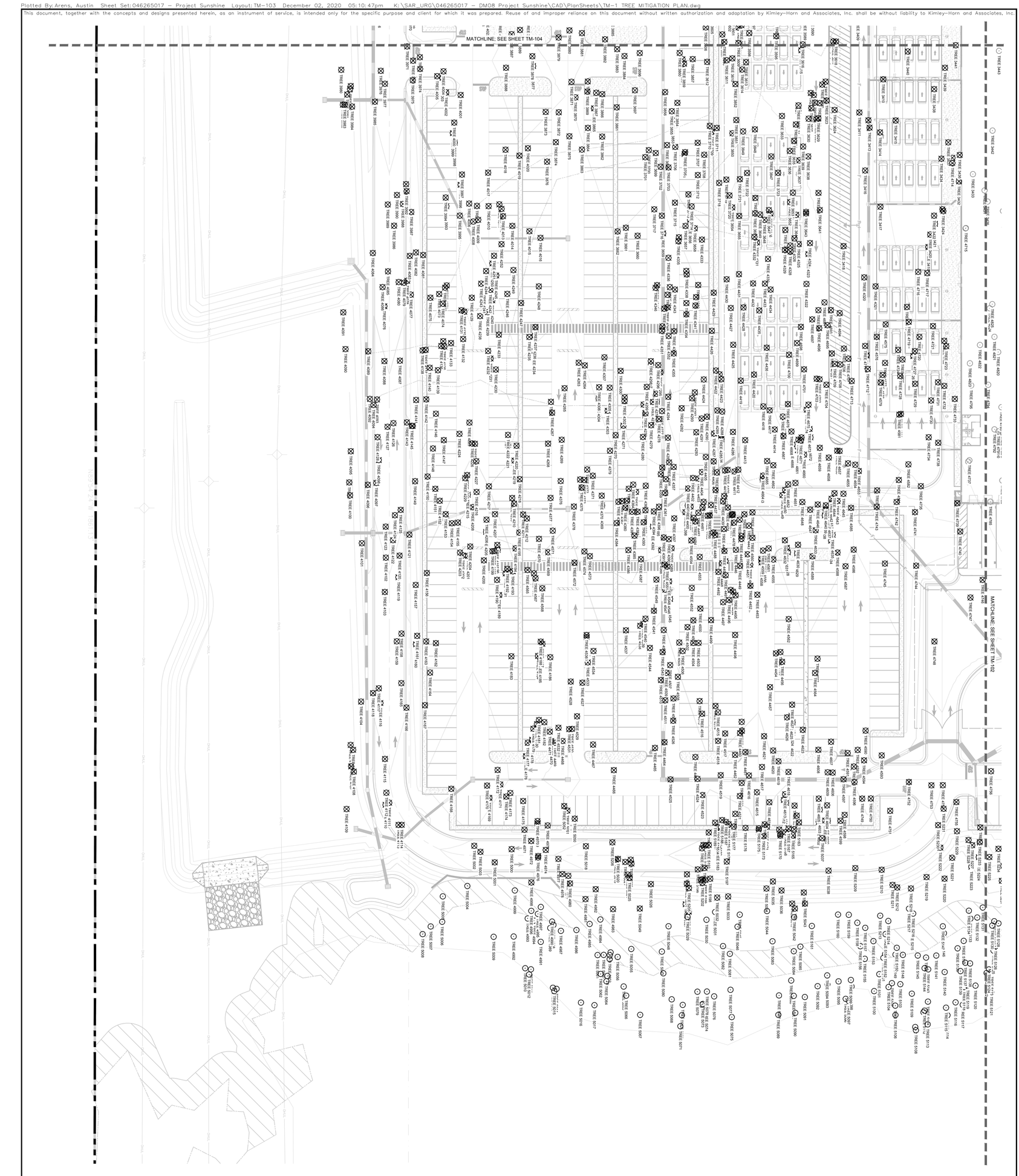
FL
COCOA

SHEET NUMBER
TM-102

CALL 2 BUSINESS DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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SYMBOL KEY

- TREE TO BE PRESERVED
- TREE TO BE REMOVED
- TREE LOCATED WITHIN PROPOSED BUILDING FOOTPRINT TO BE REMOVED

GRAPHIC SCALE IN FEET
0 20 40 80

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CALL 2 BUSINESS DAYS BEFORE YOU DIG
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SHEET NUMBER TM-103

PROJECT SUNSHINE

PREPARED FOR
SEEFRIED PROPERTIES

COCOA FL

TREE MITIGATION PLAN

KHA PROJECT 046265017
DATE DEC 2020
SCALE AS SHOWN
DESIGNED BY ___
DRAWN BY ___
CHECKED BY ___

LICENSED PROFESSIONAL
CHRISTOPHER D. CANEGUONI
LA6667207
STATE OF FLORIDA
DATE: 12/2/2020

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MATCHLINE: SEE SHEET TM-101

MATCHLINE: SEE SHEET TM-103

RWY

RWY

SYMBOL KEY

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- TREE TO BE REMOVED
- TREE LOCATED WITHIN PROPOSED BUILDING FOOTPRINT TO BE REMOVED

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LICENSED PROFESSIONAL LANDSCAPE ARCHITECT
CHRISTOPHER D. CAGLIONE
LA6667207
STATE OF FLORIDA
REGISTERED
DATE: 12/2/2020

KHA PROJECT	046265017
DATE	DEC 2020
SCALE	AS SHOWN
DESIGNED BY	___
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TREE MITIGATION PLAN

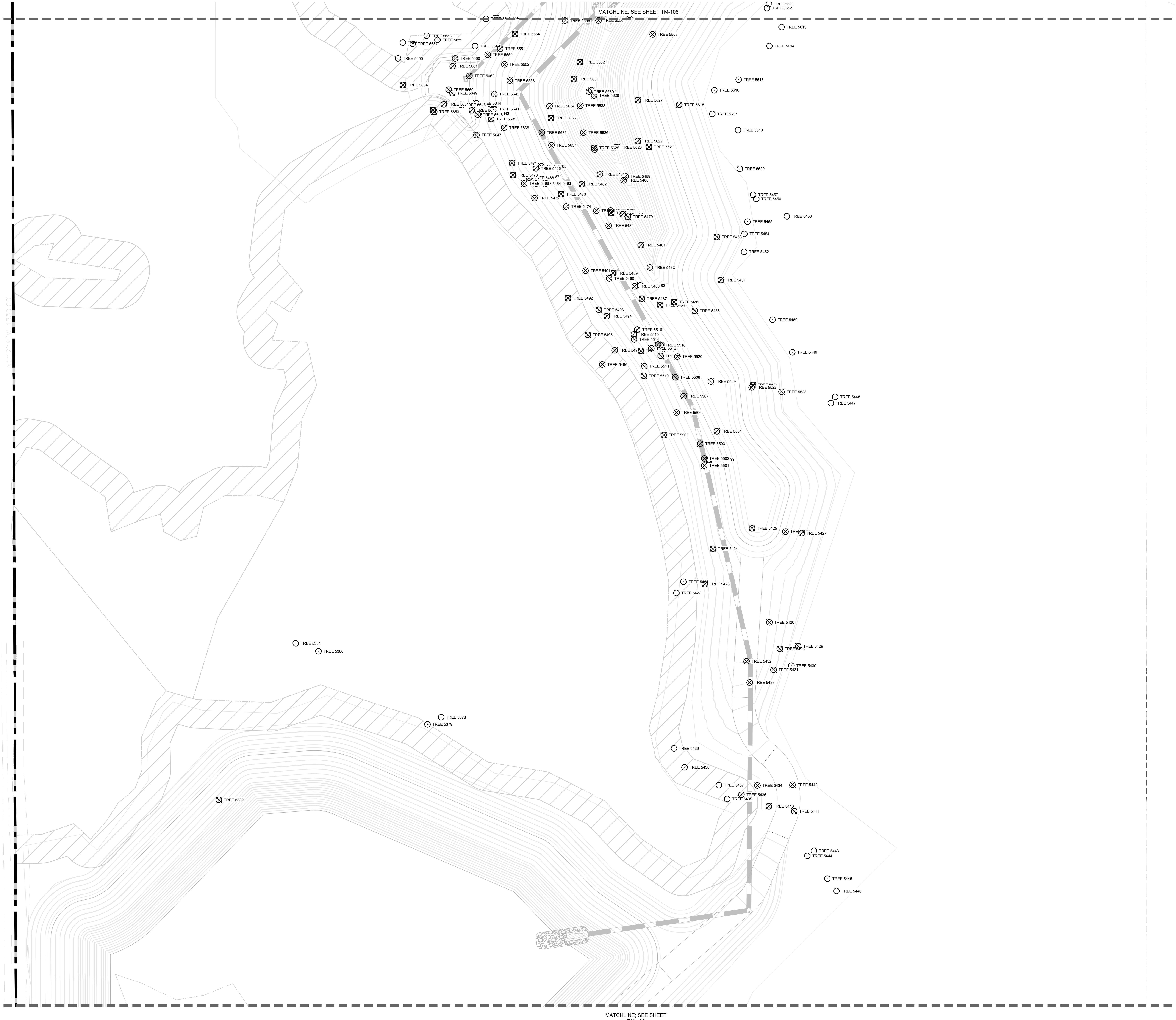
PROJECT SUNSHINE

PREPARED FOR
SEEFRIED PROPERTIES

COCOA FL

SHEET NUMBER
TM-104

CALL 2 BUSINESS DAYS BEFORE YOU DIG
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NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

SYMBOL KEY

- TREE TO BE PRESERVED
- TREE TO BE REMOVED
- TREE LOCATED WITHIN PROPOSED BUILDING FOOTPRINT TO BE REMOVED

CALL 2 BUSINESS DAYS BEFORE YOU DIG
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811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL
REGISTERED LANDSCAPE ARCHITECT CHRISTOPHER D. CIANFAGLIONE LA6667207 STATE OF FLORIDA
DATE: 12/2/2020

KHA PROJECT 046265017
DATE DEC 2020
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---

TREE MITIGATION PLAN

PROJECT SUNSHINE

PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
TM-105

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NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

SYMBOL KEY

TREE TO BE PRESERVED

TREE TO BE REMOVED

TREE LOCATED WITHIN PROPOSED BUILDING FOOTPRINT TO BE REMOVED

No.	REVISIONS	DATE	BY

Kimley»Horn

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LICENSED PROFESSIONAL LANDSCAPE ARCHITECT
CHRISTOPHER D. CIANFAGLIONE
LA6667207
STATE OF FLORIDA
DATE: 12/7/2020

KHA PROJECT 046265017	
DATE	DEC 2020
SCALE	AS SHOWN
DESIGNED BY	----
DRAWN BY	----
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TREE MITIGATION PLAN

PROJECT SUNSHINE

PREPARED FOR
SEEFRIED PROPERTIES

COCOA FL

SHEET NUMBER
TM-106

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POINT NUMBER	DESCRIPTION
1577	6" PINE
1578	5" PINE
1579	8" PINE
1580	5" PINE
1581	7" PINE
1582	4" PINE
1583	5" PINE
1584	6" PINE
1585	6" PINE
1586	8" PINE
1587	9" PINE
1588	7" PINE
1589	5" PINE
1590	5" PINE
1591	4" PINE
1592	7" PINE
1593	4-4" PINE
1594	4" PINE
1595	7" PINE
1596	7" PINE
1597	8" PINE
1598	6" PINE
1599	8" PINE
1600	7" PINE
1601	9" PINE
1602	7" PINE
1603	7" PINE
1604	4" PINE
1605	9" PINE
1606	5" PINE
1607	7" PINE
1608	4" PINE
1609	5" PINE
1610	4" PINE
1611	4" PINE
1612	8" PINE
1613	9" PINE
1614	10" PINE
1615	4" PINE
1616	6" PINE
1617	6" PINE
1618	7-5" PINE
1619	4" PINE
1620	11" PINE
1621	11" PINE
1622	6" PINE
1623	4" PINE
1624	10" PINE
1625	9" PINE
1626	8" PINE
1627	8" PINE
1628	7" PINE
1629	6" PINE
1630	5" PINE
1631	7" PINE
1632	6" PINE
1633	5" PINE
1634	8" PINE
1635	4" PINE
1636	7" PINE
1637	7" PINE
1638	7" PINE
1639	6" PINE
1640	6" PINE
1641	9" PINE
1642	14" PINE
1643	8" PINE
1644	5" PINE
1645	6" PINE
1646	8" PINE
1647	6" PINE
1648	4" PINE
1649	7" PINE
1650	5" PINE
1651	6" PINE
1652	5" PINE
1653	5" PINE
1654	7" PINE
1655	6" PINE
1656	4" PINE
1657	7" PINE
1658	5" PINE
1659	6" PINE
1660	12" PINE
1661	6" PINE
1662	8" PINE
1663	7" PINE
1664	8" PINE
1665	4" PINE
1666	18" PINE
1667	8" PINE
1668	5" PINE
1669	4" PINE
1670	9" PINE
1671	6" PINE
1672	13" PINE
1673	8" PINE
1674	6" PINE
1675	10" PINE
1676	8" PINE
1677	15" PINE
1678	5" PINE
1679	6" PINE
1680	9" PINE
1681	7" PINE
1682	5" PINE
1683	4" PINE
1684	5" PINE
1685	7" PINE
1686	6" PINE
1687	6" PINE
1688	5" PINE
1689	7" PINE
1690	4" PINE
1691	4" PINE
1692	13" PINE
1693	12" PINE
1694	6" PINE
1695	5" PINE
1696	9" PINE
1697	9" PINE
1698	8" PINE
1699	8" PINE
1700	6" PINE
1701	7" PINE
1702	8" PINE
1703	9" PINE
1704	10" PINE
1705	4" PINE
1706	6" PINE
1707	5" PINE
1708	5" PINE
1709	14" PINE
1710	5" PINE
1711	15" PINE

POINT NUMBER	DESCRIPTION
1712	10" PINE
1713	7" PINE
1714	7" PINE
1715	6" PINE
1716	8" PINE
1717	6" PINE
1718	4" OAK
1719	5" OAK
1720	5" OAK
1721	4" OAK
1722	13" PINE
1723	7" PINE
1724	8" PINE
1725	8" PINE
1726	16" PINE
1727	9" PINE
1728	8" PINE
1729	8" PINE
1730	11" PINE
1731	15" PINE
1732	16" PINE
1733	4" PINE
1734	18" PINE
1735	6" PINE
1736	8" PINE
1737	7" PINE
1738	11" PINE
1739	13" PINE
1740	19" PINE
1741	4" PINE
1742	8" PINE
1743	6" PINE
1744	4" PINE
1745	14" PINE
1746	15" PINE
1747	6" PINE
1748	6" PINE
1749	6" PINE
1750	7" PINE
1751	8" PINE
1752	8" PINE
1753	9" PINE
1754	6" PINE
1755	4" PINE
1756	4" PINE
1757	5" PINE
1758	6" PINE
1759	5" PINE
1760	6" PINE
1761	4" PINE
1762	4" PINE
1763	5" PINE
1764	4" PINE
1765	8" PINE
1766	6" PINE
1767	7" PINE
1768	5" PINE
1769	4" PINE
1770	8" PINE
1771	8" PINE
1772	5" PINE
1773	6" PINE
1774	8" PINE
1775	8" PINE
1776	14" PINE
1777	13" PINE
1778	12" PINE
1779	14" PINE
1780	12" PINE
1781	7" PINE
1782	5" PINE
1783	7" PINE
1784	4" PINE
1785	6" PINE
1786	6" PINE
1787	15" PINE
1788	17" PINE
1789	12" PINE
1790	6" PINE
1791	13" PINE
1792	6" PINE
1793	6" PINE
1794	7" PINE
1795	6" PINE
1796	8" PINE
1797	4" PINE
1798	5" PINE
1799	4" PINE
1800	13" PINE
1801	9" PINE
1802	17" PINE
1803	12" PINE
1804	16" PINE
1805	14" PINE
1806	10" PINE
1807	13" PINE
1808	15" PINE
1809	10" PINE
1810	5" PINE
1811	10" PINE
1812	17" PINE
1815	13" PINE
1816	7" PINE
1817	9" PINE
1818	8" PINE
1819	14" PINE
1820	9" PINE
1821	12" PINE
1822	8" PINE
1823	9" PINE
1824	13" PINE
1825	11" PINE
1826	11" PINE
1827	4" PINE
1828	11" PINE
1829	11" PINE
1830	10" PINE
1831	13" PINE
1832	13" PINE
1833	18" PINE
1834	12" PINE
1835	9" PINE
1836	8" PINE
1837	12" PINE
1838	14" PINE
1839	13" PINE
1840	10" PINE
1841	5" PINE
1842	5" PINE
1843	7" PINE
1844	11" PINE
1845	9" PINE
1846	5" PINE
1847	8" PINE
1848	5" PINE

POINT NUMBER	DESCRIPTION
1849	6" PINE
1850	8" PINE
1851	6" PINE
1852	4" PINE
1853	7" PINE
1854	4" PINE
1855	7" PINE
1856	6" PINE
1857	4" PINE
1858	8" PINE
1859	13" PINE
1860	7" PINE
1861	7" CYPRESS
1862	5-5-5-5-5" OAK
1863	20" PINE
1864	6" CYPRESS
1865	4" PINE
1866	5" PINE
1867	8" PINE
1868	6" PINE
1869	9" PINE
1870	12" PINE
1871	9" PINE
1872	9" PINE
1873	8" PINE
1874	6" PINE
1875	12" PINE
1876	11" PINE
1877	12" PINE
1878	7" CYPRESS
1879	7" CYPRESS
1880	7" PINE
1881	8" PINE
1882	7" PINE
1883	9" PINE
1884	8" PINE
1885	7" PINE
1886	7" PINE
1887	9" PINE
1888	12" PINE
1889	8" PINE
1890	6" PINE
1891	8" PINE
1892	5" PINE
1893	8" PINE
1894	4" CYPRESS
1895	5" CYPRESS
1896	4" CYPRESS
1897	6" CYPRESS
1898	6" CYPRESS
1899	6" CYPRESS
1900	5" CYPRESS
1901	21" PINE
1902	10" PINE
1903	16" PINE
1904	12" PINE
1905	7" PINE
1906	10" PINE
1907	11" PINE
1908	6" PINE
1909	8" PINE
1910	10" PINE
1911	7" PINE
1912	7" PINE
1913	9" PINE
1914	7" PINE
1915	10" PINE
1916	5" PINE
1917	7" PINE
1918	8" PINE
1919	10" PINE
1920	11" PINE
1921	12" PINE
1922	9" PINE
1923	4" PINE
1924	17" PINE
1925	10" PINE
1926	13" PINE
1927	8" PINE
1928	9" PINE
1929	9" PINE
1930	17" PINE
1931	19" PINE
1932	10" PINE
1933	5" CYPRESS
1934	12" PINE
1935	13" PINE
1936	14" PINE
1938	15" PINE
1939	10" PINE
1940	5" PINE
1941	12" PINE
1942	11" PINE
1943	4" PINE
1944	5" PINE
1945	4" PINE
1946	9" PINE
1947	13" PINE
1948	11" PINE
1949	9" PINE
1950	16" PINE
1951	11" PINE
1952	11" PINE
1953	13" PINE
1954	11" PINE
1955	16-16" PINE
1956	18" PINE
1957	6" PINE
1958	12" PINE
1959	9" PINE
1960	11-11" PINE
1961	9" PINE
1962	7" CYPRESS
1963	8" PINE
1964	18" PINE
1965	6" PINE
1966	13" PINE
1968	5" PINE
1969	10" PINE
1970	5" PINE
1971	6" PINE
1972	4" CYPRESS
1973	5" CYPRESS
1974	5" CYPRESS
1975	8" PINE
1976	8" PINE
1977	5" PINE
1978	6" PINE
1979	5" PINE
1980	4" PINE
1981	4" CYPRESS
1982	8" CYPRESS
1983	8" CYPRESS
1984	4" CYPRESS
1985	5" CYPRESS

POINT NUMBER	DESCRIPTION
1986	6" CYPRESS
1987	8" CYPRESS
1988	5" CYPRESS
1989	4" CYPRESS
1990	4" CYPRESS
1991	4" CYPRESS
1992	10" PINE
1993	6" CYPRESS
1994	4" PINE
1995	5" CYPRESS
1996	4" PINE
1997	4" CYPRESS
1998	5" PINE
1999	6" PINE
2180	6" CYPRESS
2181	7" CYPRESS
2182	5" CYPRESS
2183	10" CYPRESS
2184	4" CYPRESS
2185	12" CYPRESS
2186	5" CYPRESS
2187	5" CYPRESS
2188	7" CYPRESS
2189	6" CYPRESS
2190	5" CYPRESS
2191	7" CYPRESS
2192	6" CYPRESS
2193	6" CYPRESS
2194	4" CYPRESS
2195	6" CYPRESS
2196	6" CYPRESS
2197	6" CYPRESS
2198	4" CYPRESS
2199	4" CYPRESS
2200	5" CYPRESS
2201	6" CYPRESS
2202	7" CYPRESS
2203	5" CYPRESS
2204	5" CYPRESS
2205	6" CYPRESS
2206	7" CYPRESS
2207	11" PINE
2208	12" PINE
2209	5" CYPRESS
2210	5" CYPRESS
2211	5" CYPRESS
2212	7" CYPRESS
2213	7" CYPRESS
2214	6" CYPRESS
2215	6" CYPRESS
2216	5" CYPRESS
2217	5" CYPRESS
2218	7" CYPRESS
2219	4" CYPRESS
2220	5" CYPRESS
2221	6" CYPRESS
2222	4" CYPRESS
2223	4" CYPRESS
2224	4" CYPRESS
2225	4" OAK
2226	5" OAK
2227	4" OAK
2228	4" OAK
2229	5" CYPRESS
2230	4" CYPRESS
2231	5" CYPRESS
2232	5" CYPRESS
2233	5" CYPRESS
2234	5" CYPRESS
2235	4" PINE
2236	5" CYPRESS
2237	14" PINE
2238	6" CYPRESS
2239	6" CYPRESS
2240	5" CYPRESS
2241	5" CYPRESS
2242	4" CYPRESS
2243	5" CYPRESS
2244	6" CYPRESS
2245	12" PINE
2246	6" CYPRESS
2247	5" CYPRESS
2248	4" CYPRESS
2249	4" CYPRESS
2250	5" CYPRESS
2251	5" CYPRESS
2252	8" CYPRESS
2253	7" CYPRESS
2254	4" CYPRESS
2255	9" CYPRESS
2256	9" PINE
2257	9" PINE
2258	5" CYPRESS
2259	10" PINE
2260	7" PINE
2261	4" CYPRESS
2262	5" CYPRESS
2263	4" CYPRESS
2264	7" CYPRESS
2265	6" CYPRESS
2266	6" CYPRESS
2267	4" CYPRESS
2268	6" CYPRESS
2269	5" CYPRESS
2270	5" CYPRESS
2271	6" CYPRESS
2272	5" CYPRESS
2273	4" CYPRESS
2274	4" CYPRESS
2275	5" CYPRESS
2276	5" CYPRESS
2277	4" CYPRESS
2278	4" CYPRESS
2279	5" CYPRESS
2280	5" CYPRESS
2281	5" CYPRESS
2282	4" CYPRESS
2283	7" CYPRESS
2284	4" CYPRESS
2285	6" CYPRESS
2286	5" CYPRESS
2287	13" PINE
2288	11" PINE
2289	10" PINE
2290	5" PINE
2291	6" CYPRESS
2292	9" PINE
2293	7" PINE
2294	8" PINE
2295	5" CYPRESS
2296	13" PINE
2297	12" PINE
2298	6" CYPRESS
2299	5" CYPRESS
2300	5" CYPRESS

POINT NUMBER	DESCRIPTION
2301	5" CYPRESS
2302	6" CYPRESS
2303	5" CYPRESS
2304	5" CYPRESS
2305	6" PINE
2306	8" PINE
2307	10" PINE
2308	5" CYPRESS
2309	4" CYPRESS
2310	5" CYPRESS
2311	6" CYPRESS
2312	5" CYPRESS
2313	13" PINE
2314	5" CYPRESS
2315	7" PINE
2316	4" CYPRESS
2317	5" CYPRESS
2318	6" CYPRESS
2319	4" CYPRESS
2320	4" CYPRESS
2321	5" CYPRESS
2322	5" CYPRESS
2323	5" CYPRESS
2324	7-7" PINE
2325	4" CYPRESS
2326	5" CYPRESS
2327	6" CYPRESS
2328	5" CYPRESS
2329	10" PINE
2330	6" CYPRESS
2331	6" CYPRESS
2332	8" PINE
2333	11" PINE
2334	7" CYPRESS
2335	5" CYPRESS
2336	6" CYPRESS
2337	8" CYPRESS
2338	9" PINE
2339	6" PINE
2340	7" PINE
2341	9" PINE
2342	5" CYPRESS
2345	4" CYPRESS
2346	4" CYPRESS
2347	4" CYPRESS
2348	5" CYPRESS
2349	6" CYPRESS
2350	6" CYPRESS
2351	5" CYPRESS
2352	7" CYPRESS
2353	5" CYPRESS
2354	12" PINE
2355	15" PINE
2356	4" CYPRESS
2357	4" CYPRESS
2358	5" CYPRESS
2359	6" CYPRESS
2360	4" CYPRESS
2361	6" CYPRESS
2362	5" CYPRESS
2363	6" CYPRESS
2364	9" CYPRESS
2365	7" CYPRESS
2366	8" CYPRESS
2367	5" CYPRESS
2368	4" OAK
2369	4" OAK
2370	4" OAK
2371	6" CYPRESS
2372	8" CYPRESS
2373	8" CYPRESS
2374	11" CYPRESS
2375	4" CYPRESS
2376	5" CYPRESS
2377	8" CYPRESS
2378	5" CYPRESS
2379	4" CYPRESS
2380	5" CYPRESS
2381	19" PINE
2382	5" CYPRESS
2383	7" PINE
2384	11" PINE
2385	10" PINE
2386	7" PINE
2387	10" PINE
2388	4" CYPRESS
2389	8" PINE
2390	9" PINE
2391	10" PINE
2392	13" PINE
2393	13" PINE
2394	7" PINE
2395	8" PINE
2396	9" PINE
2397	6" PINE
2398	9" PINE
2399	6" CYPRESS
2400	9" PINE
2401	10" PINE
2402	5" OAK
2403	10" PINE
2404	11" PINE
2405	5" CYPRESS
2406	9" PINE
2407	6" PINE
2408	12" PINE
2409	9" PINE
2410	6" CYPRESS
2411	10" PINE
2412	4" CYPRESS
2413	10" PINE
2414	13" PINE
2415	12" PINE
2416	4" CYPRESS
2417	4" CYPRESS
2418	5" CYPRESS
2419	5" CYPRESS
2420	5" CYPRESS
2421	7" CYPRESS
2422	5" PINE
2423	4" CYPRESS
2424	7" PINE
2425	7" PINE
2426	6" CYPRESS
2427	5" CYPRESS
2428	5" CYPRESS
2429	17" PINE
2430	11" PINE
2431	7" CYPRESS
2432	5" CYPRESS
2433	4" CYPRESS
2434	4" CYPRESS
2435	5" CYPRESS
2436	4" CYPRESS
2437	4" CYPRESS

POINT NUMBER	DESCRIPTION
2438	5" CYPRESS
2439	4" CYPRESS
2440	7" CYPRESS
2441	5" CYPRESS
2442	5" CYPRESS
2443	5" CYPRESS
2444	4" CYPRESS
2445	4" CYPRESS
2446	5" CYPRESS
2447	5-5" CYPRESS
2448	5" CYPRESS
2449	5" CYPRESS
2450	5" CYPRESS
2451	5" CYPRESS
2452	4" CYPRESS
2453	4" CYPRESS
2454	4" CYPRESS
2455	13" PINE
2456	5" CYPRESS
2457	4" CYPRESS
2458	5" CYPRESS
2459	5" PINE
2460	4" CYPRESS
2461	4" CYPRESS
2462	5" CYPRESS
2463	11" PINE
2464	11" PINE
2465	15" PINE
2466	4" CYPRESS
2467	4" CYPRESS
2468	5" CYPRESS
2469	5" CYPRESS
2470	5" CYPRESS
2471	4" CYPRESS
2472	4" CYPRESS
2473	13" PINE
2474	9" PINE
2475	9" PINE
2476	8" PINE
2477	7" CYPRESS
2478	5" CYPRESS
2479	4" CYPRESS
2480	9" CYPRESS
2481	4" CYPRESS
2482	5" CYPRESS
2483	5" CYPRESS
2484	11" PINE
2485	12" PINE
2486	4" CYPRESS
2487	4" CYPRESS
2488	6" CYPRESS
2489	12" PINE
2490	5" CYPRESS
2491	7" CYPRESS
2492	5" CYPRESS
2493	5" CYPRESS
2494	4" CYPRESS
2495	4" CYPRESS
2496	13" PINE
2497	9" PINE
2498	11" PINE
2499	11" PINE
2500	9" PINE
2501	5" CYPRESS
2502	4" CYPRESS
2503	4" CYPRESS
2504	4" CYPRESS
2505	4" CYPRESS
2506	5" CYPRESS
2507	4" CYPRESS
2508	6" CYPRESS
2509	4" CYPRESS
2510	4" CYPRESS
2511	5" CYPRESS
2512	5" CYPRESS
2513	6" CYPRESS
2514	4" CYPRESS
2515	4" CYPRESS
2516	10" PINE
2517	4" CYPRESS
2518	4" CYPRESS
2519	5" CYPRESS
2520	11" PINE
2521	5" CYPRESS
2522	4" CYPRESS
2523	5" CYPRESS
2524	7" CYPRESS
2525	4" CYPRESS
2526	4" CYPRESS
2527	5" CYPRESS
2528	4" CYPRESS
2529	5" CYPRESS
2530	4" CYPRESS
2531	4" CYPRESS
2532	4" CYPRESS
2533	5" CYPRESS
2534	7" PINE
2535	7" CYPRESS
2536	4" CYPRESS
2537	5" CYPRESS
2538	4" CYPRESS
2539	4" PINE
2540	4" CYPRESS
2543	14" PINE
2544	13" PINE
2545	4" CYPRESS
2546	5" CYPRESS
2547	8" PINE
2548	5" CYPRESS
2549	5" CYPRESS
2551	5" CYPRESS
2553	4" CYPRESS
2554	5" CYPRESS
2555	5" CYPRESS
2556	5" CYPRESS
2557	12-7" PINE
2558	10" PINE
2559	6" CYPRESS
2560	5" CYPRESS
2561	5" CYPRESS
2562	4" CYPRESS
2563	5" CYPRESS
2564	5" CYPRESS
2565	4" CYPRESS
2566	5-6" CYPRESS
2567	13" PINE
2568	11" PINE
2569	14" PINE
2570	6" CYPRESS
2571	4" CYPRESS
2572	4" CYPRESS
2573	7" PINE
2574	4" CYPRESS
2575	6" CYPRESS
2576	9" PINE

POINT NUMBER	DESCRIPTION
2577	4" CYPRESS
2578	5" CYPRESS
2579	7" CYPRESS
2580	7" PINE
2581	6" CYPRESS
2582	5" CYPRESS
2583	6" CYPRESS
2584	7" CYPRESS
2585	10" PINE
2586	7" CYPRESS
2587	4" CYPRESS
2588	4" CYPRESS
2589	4" CYPRESS
2590	6" CYPRESS
2591	5" CYPRESS
2592	22" PINE
2593	4" CYPRESS
2594	5" CYPRESS
2595	4" CYPRESS
2596	12" PINE
2597	10" PINE
2598	4" CYPRESS
2599	5" CYPRESS
2600	9" PINE
2601	4" CYPRESS
2602	11" PINE
2603	8" PINE
2604	7" PINE
2605	5" PINE
2606	6" PINE
2607	10" PINE
2608	9" PINE
2609	14" PINE
2610	6" PINE
2611	6" PINE
2612	4" CYPRESS
2613	4" CYPRESS
2614	11" PINE
2615	4" CYPRESS
2616	6" CYPRESS
2617	6" CYPRESS
2618	4" CYPRESS
2619	12" PINE
2620	9" PINE
2621	6" PINE
2622	8" PINE
2623	8" PINE
2624	8" PINE
2625	9" PINE
2626	8" PINE
2627	9" PINE
2628	10" PINE
2629	11" PINE
2630	9" PINE
2631	5" CYPRESS
2632	9" PINE
2633	10" PINE
2634	12" PINE
2635	8" PINE
2636	9" PINE
2637	6" PINE
2638	10" PINE
2639	8" PINE
2640	14" PINE
2641	9" PINE
2642	12" PINE
2643	4" CYPRESS
2644	5" CYPRESS
2645	5" CYPRESS
2646	6" CYPRESS
2647	9" PINE
2648	5" CYPRESS
2649	5" CYPRESS
2650	4" CYPRESS
2651	7" CYPRESS
2652	10" PINE
2653	6" PINE
2654	5" CYPRESS
2655	6" CYPRESS
2656	9" PINE
2657	14" PINE
2658	10" PINE
2659	9" PINE
2660	12" PINE
2661	8" PINE
2662	5" CYPRESS
2663	5" CYPRESS
2664	7" CYPRESS
2665	11" PINE
2666	13" PINE
2667	4" CYPRESS
2668	4" CYPRESS
2669	13" PINE
2670	9" PINE
2671	9" PINE
2672	10" PINE
2673	10" PINE
2674	11" PINE
2675	8" PINE
2676	9" PINE
2677	5" CYPRESS
2678	7" CYPRESS
2679	6" CYPRESS
2680	5" CYPRESS
2681	4" CYPRESS
2682	5" CYPRESS
2683	7" CYPRESS
2684	5" CYPRESS
2685	6" CYPRESS
2686	5" CYPRESS
2687	9" PINE
2688	7" PINE
2689	7" PINE
2690	12" PINE
2691	8" PINE
2692	12" PINE
2693	7" CYPRESS
2694	10" PINE
2695	7" PINE
2696	10" PINE
2697	11" PINE
2698	6" PINE
2699	12" PINE
2700	11" PINE
2701	10" PINE
2702	14" PINE
2703	9" PINE
2704	15" PINE
2705	14" PINE
2706	5" PINE
2707	5" PINE
2710	8" CYPRESS
2711	7" CYPRESS
2712	5" CYPRESS
2713	8" CYPRESS

POINT NUMBER	DESCRIPTION
2714	7" CYPRESS
2715	6" CYPRESS
2716	7" CYPRESS
2717	6" CYPRESS
2718	5" CYPRESS
2719	6" CYPRESS
2720	7" CYPRESS
2721	5" CYPRESS
2722	4" CYPRESS
2723	8" CYPRESS
2724	6" CYPRESS
2725	5" CYPRESS
2726	5" CYPRESS
2727	7" CYPRESS
2728	6" CYPRESS
2729	7" CYPRESS
2730	6" CYPRESS
2731	6" CYPRESS
2732	4" CYPRESS
2733	7" CYPRESS
2734	4" CYPRESS
2735	6" CYPRESS
2736	4" CYPRESS
2737	5" CYPRESS
2738	6" CYPRESS
2739	6" CYPRESS
2740	6" CYPRESS
2741	7" CYPRESS
2742	8" CYPRESS
2743	7" CYPRESS
2744	8" CYPRESS
2745	8" CYPRESS
2746	8" CYPRESS
2747	10" PINE
2748	11" CYPRESS
2749	7" CYPRESS
2750	7" CYPRESS
2751	8" CYPRESS
2752	10" CYPRESS
2753	6" CYPRESS
2754	7" CYPRESS
2755	14" PINE
2756	13" PINE
2757	10" CYPRESS
2758	5" PINE
2759	9" CYPRESS
2760	10" PINE
2761	6" BAY
2762	9" PINE
2763	13" PINE
2764	13" PINE
2765	14" PINE
2766	6" CYPRESS
2767	4" CYPRESS
2768	9" PINE
2769	4" CYPRESS
2770	9" CYPRESS
2771	4" CYPRESS
2772	7" CYPRESS
2773	6" CYPRESS
2774	6" CYPRESS
2775	5" CYPRESS
2776	7" CYPRESS
2777	5" CYPRESS
2778	9" CYPRESS
2779	9" CYPRESS
2780	5" CYPRESS
2781	8" CYPRESS
2782	6" CYPRESS
2783	6" CYPRESS
2784	4" CYPRESS
2785	4" CYPRESS
2786	6" CYPRESS
2787	5" CYPRESS
2788	4" CYPRESS
2789	5" CYPRESS
2790	6" CYPRESS
2791	4" CYPRESS
2792	5" CYPRESS
2793	4" CYPRESS
2794	4" CYPRESS
2795	5" CYPRESS
2796	6" CYPRESS
2797	5" CYPRESS
2798	6" CYPRESS
2799	5" CYPRESS
2800	5" CYPRESS
2801	7" CYPRESS
2802	6" CYPRESS
2803	7" CYPRESS
2804	5" CYPRESS
2805	7" CYPRESS
2806	6" CYPRESS
2807	6" CYPRESS
2808	4" CYPRESS
2809	5" CYPRESS
2810	5" CYPRESS
2811	4" CYPRESS
2812	5" CYPRESS
2813	5" CYPRESS
2814	6" CYPRESS
2815	5" CYPRESS
2816	6" CYPRESS
2817	7" CYPRESS
2818	7" CYPRESS
2819	4" CYPRESS
2820	8" CYPRESS
2821	8" CYPRESS
2822	5" CYPRESS
2823	4" CYPRESS
2824	7" CYPRESS
2825	6" CYPRESS
2826	4" CYPRESS
2827	7" CYPRESS
2828	5" CYPRESS
2829	6" CYPRESS
2830	7" CYPRESS
2831	5" CYPRESS
2832	7" CYPRESS
2833	5" CYPRESS
2834	8" CYPRESS
2835	9" CYPRESS
2836	6" CYPRESS
2837	12" CYPRESS
2838	8" CYPRESS
2839	4" CYPRESS
2840	11" CYPRESS
2841	8" CYPRESS
2844	5" PINE
2845	5" CYPRESS
2846	6" CYPRESS
2847	12" CYPRESS
2848	7" PINE
2849	4" PINE
2850	10" CYPRESS

POINT NUMBER	DESCRIPTION
2851	12" CYPRESS
2852	10" PINE
2853	7" PINE
2854	11" PINE
2855	4" PINE
2856	6" PINE
2857	5" PINE
2858	5" PINE
2859	7" PINE
2860	6" PINE
2861	4" PINE
2862	7" PINE
2863	7" PINE
2864	7" PINE
2865	6" PINE
2866	13" PINE
2867	8" PINE
2868	7" CYPRESS
2869	6" BAY
2870	7" PINE
2871	7" PINE
2872	9" PINE
2873	4" PINE
2874	8" PINE
2875	7" PINE
2876	14" PINE
2877	12" CYPRESS
2878	4" PINE
2879	11" CYPRESS
2880	12" PINE
2881	10" PINE
2882	5" CYPRESS
2883	11" PINE
2884	15" PINE
2885	9" PINE
2886	8" PINE
2887	5" PINE
2888	5" PINE
2889	7" PINE
2890	13" PINE
2891	13" PINE
2893	6" PINE
2895	5" PINE
2897	5" PINE
2899	12" PINE
2900	9" BAY
2901	4" CYPRESS
2902	6" CYPRESS
2903	7" CYPRESS
2904	6" CYPRESS
2905	7" CYPRESS
2906	5" CYPRESS
2907	5" CYPRESS
2908	4" CYPRESS
2909	5" CYPRESS
2910	5" CYPRESS
2911	8" CYPRESS
2912	10" CYPRESS
2913	7" CYPRESS
2914	4" CYPRESS
2915	14" PINE
2916	4" CYPRESS
2917	6" CYPRESS
2918	5" CYPRESS
2919	5" CYPRESS
2920	4" CYPRESS
2921	4" CYPRESS
2922	7" CYPRESS
2923	4" CYPRESS
2924	5" CYPRESS
2925	5" CYPRESS
2926	4" CYPRESS
2927	4" CYPRESS
2928	4" CYPRESS
2929	4" CYPRESS
2930	5" CYPRESS
2931	4" CYPRESS
2932	5" CYPRESS
2933	4" CYPRESS
2934	6" CYPRESS
2935	4" CYPRESS
2936	4" CYPRESS
2937	4" CYPRESS
2938	4" CYPRESS
2939	8" PINE
2940	8" PINE
2941	11" PINE
2942	4" CYPRESS
2943	4" CYPRESS
2944	7" CYPRESS
2945	9" CYPRESS
2946	6" CYPRESS
2947	6" CYPRESS
2948	9" PINE
2949	8" PINE
2950	8" CYPRESS
2951	6" CYPRESS
2952	9" PINE
2953	8" CYPRESS
2954	4" CYPRESS
2955	7" CYPRESS
2956	6" CYPRESS
2957	8" CYPRESS
2958	7" CYPRESS
2959	11" PINE
2960	5" CYPRESS
2961	7" CYPRESS
2962	9" CYPRESS
2963	6" CYPRESS
2964	8" CYPRESS
2965	5" CYPRESS
2966	4" CYPRESS
2967	4" CYPRESS
2968	12" CYPRESS
2969	8" CYPRESS
2970	7" CYPRESS
2971	4" CYPRESS
2972	5" PINE
2973	5" PINE
2974	8" CYPRESS
2975	7" CYPRESS
2976	5" CYPRESS
2977	10" CYPRESS
2978	5" CYPRESS
2979	4" CYPRESS
2980	6" CYPRESS
2981	8" CYPRESS
2982	9" PINE
2983	8" PINE
3384	4" PINE
3385	7" PINE
3386	5" PINE
3387	7" CYPRESS
3388	7" CYPRESS
3391	14" PINE

POINT NUMBER	DESCRIPTION
3392	8" PINE
3393	7" PINE
3394	4" PINE
3395	5" PINE
3396	7" PINE
3397	8" PINE
3398	9" PINE
3399	4" PINE
3400	20" PINE
3401	7" PINE
3402	11" PINE
3403	7" PINE
3404	4" OAK
3405	4" OAK
3406	11" PINE
3407	11" PINE
3408	7" PINE
3409	13" PINE
3410	10" PINE
3411	13" PINE
3412	7" PINE
3413	14" PINE
3414	11" PINE
3415	7" PINE
3416	7" OAK
3417	5" OAK
3418	14" PINE
3419	9" PINE
3420	7" PINE
3421	8" PINE
3422	5" OAK
3423	4" OAK
3424	7" PINE
3425	11" PINE
3426	12" PINE
3427	8-8" OAK
3428	9" BAY
3429	8" PINE
3430	5" BAY
3431	5" OAK
3432	8" PINE
3433	7" PINE
3434	7" PINE
3435	8" PINE
3436	8" PINE
3437	7" PINE
3438	12" PINE
3439	5" PINE
3440	5" PINE
3441	13" PINE
3442	10" PINE
3443	15" PINE
3444	8" PINE
3445	7" PINE
3446	6-7" MAGNOLIA
3447	13" PINE
3448	9" PINE
3449	12" PINE
3450	6" PINE
3451	14" PINE
3452	8" PINE
3453	14" PINE
3454	14" PINE
3455	8" PINE
3456	6" PINE
3457	12" PINE
3458	9" PINE
3459	9" PINE
3460	7" PINE
3461	6" PINE
3462	6" PINE
3463	7" PINE
3464	8" PINE
3465	10" PINE
3466	10" PINE
3467	8" PINE
3468	8" PINE
3469	4" PINE
3470	6" PINE
3471	7" PINE
3472	9" PINE
3473	12" PINE
3474	8" PINE
3475	8" PINE
3476	7" PINE
3477	5" OAK
3478	8" PINE
3479	8" PINE
3480	5" PINE
3481	6" PINE
3482	9" PINE
3483	10" PINE
3484	12" PINE
3485	9" PINE
3486	11" CYPRESS
3487	9" PINE
3488	8" PINE
3489	6" PINE
3490	8" PINE
3491	9" PINE
3492	9" PINE
3493	6" PINE
3494	6" PINE
3495	4" PINE
3496	5" PINE
3497	7" PINE
3498	4" PINE
3499	5" PINE
3500	6" PINE
3501	8-8-7" BAY
3502	10" PINE
3503	5" PINE
3504	11" PINE
3505	8" PINE
3506	5" MAGNOLIA
3507	11" CYPRESS
3508	7" PINE
3509	5" PINE
3510	8" PINE
3511	10" PINE
3512	8" CYPRESS
3570	5-6-7-8" BAY
3571	12" PINE
3572	14" PINE
3573	12" PINE
3574	11" PINE
3575	15" PINE
3576	9" PINE
3577	6" PINE
3578	18" PINE
3579	16" PINE
3580	9" PINE
3581	17" PINE
3582	8" PINE
3583	12" PINE

POINT NUMBER	DESCRIPTION
3584	18" PINE
3585	12" PINE
3586	10" PINE
3587	14" PINE
3588	13" PINE
3589	14" PINE
3590	12" PINE
3591	8" PINE
3592	14" PINE
3593	14" PINE
3594	4" PINE
3595	8" PINE
3596	4" PINE
3597	15" PINE
3598	16" PINE
3599	6" PINE
3600	7" PINE
3601	19" PINE
3602	15" PINE
3603	9" PINE
3604	18" PINE
3605	13" PINE
3606	6" PINE
3607	9" PINE
3608	4" PINE
3609	12" PINE
3610	7" PINE
3611	6" PINE
3612	11" PINE
3613	5" PINE
3614	4" PINE
3615	5" PINE
3616	7" PINE
3617	4" PINE
3618	7" PINE
3619	9" PINE
3620	10" PINE
3621	11" PINE
3622	6" PINE
3623	11" PINE
3624	11" PINE
3625	7" PINE
3626	6" PINE
3627	10" PINE
3628	8" PINE
3629	4" PINE
3630	5" PINE
3631	9" PINE
3632	8" PINE
3633	10" PINE
3634	11" PINE
3635	12" PINE
3636	5" PINE
3637	9" PINE
3638	9" PINE
3639	9" PINE
3640	21" PINE
3641	14" PINE
3642	4" PINE
3643	6" PINE
3644	17" PINE
3645	13" PINE
3646	7" PINE
3647	7" PINE
3648	9" PINE
3649	10" PINE
3650	9" PINE
3651	6" PINE
3652	12" PINE
3653	15" PINE
3654	11" PINE
3655	6" PINE
3656	11" PINE
3657	16" PINE
3658	11" PINE
3659	13" PINE
3660	12" PINE
3661	13" PINE
3662	14" PINE
3663	18" PINE
3664	17" PINE
3665	13" PINE
3666	11" PINE
3667	14" PINE
3668	5" PINE
3669	14" PINE
3670	15" PINE
3671	9" PINE
3672	13" PINE
3673	15" PINE
3674	13" PINE
3675	14" PINE
3676	8" PINE
3677	8" PINE
3678	6-15" PINE
3679	8" PINE
3680	11" PINE
3681	8" PINE
3682	9" PINE
3683	19" PINE
3684	16" PINE
3685	8" PINE
3686	6" PINE
3687	12" PINE
3688	9" PINE
3689	10" PINE
3690	8" PINE
3691	6" PINE
3692	14" PINE
3693	11" PINE
3694	19" PINE
3695	11" PINE
3696	7-11" PINE
3697	7" PINE
3698	18" PINE
3699	6" PINE
3700	9" PINE
3701	17" PINE
3702	13" PINE
3703	6" PINE
3704	17-10" PINE
3705	4" PINE
3706	10" PINE
3707	12" PINE
3708	14" PINE
3709	7" PINE
3710	5" PINE
3711	5" PINE
3712	5" PINE
3713	14" PINE
3714	11" PINE
3715	14" PINE
3716	5" PINE
3717	14" PINE
3718	5" PINE

CALL 2 BUSINESS DAYS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811 Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn

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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
REGISTERED LANDSCAPE ARCHITECT CHRISTOPHER D. CIANFAGLIONE LA6667207 STATE OF FLORIDA
DATE: 12/2/2020

KHA PROJECT 046265017
DATE DEC 2020
SCALE AS SHOWN
DESIGNED BY ___
DRAWN BY ___
CHECKED BY ___

TREE DATA TABLES

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
TM-107

Plotted By: Arens, Austin Sheet Set: 046265017 – Project Sunshine Layout: TM-107 December 02, 2020 05:11:48pm K:\SAR_URG\046265017 – DM08 Project Sunshine\CAD\PlanSheets\TM-1 TREE MITIGATION PLAN.dwg
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Plotted By: Arens, Austin Sheet Set: 046265017 - Project Sunshine Layout: TM-108 December 02, 2020 05:11:55pm K:\SAR_URG\046265017 - DM08 Project Sunshine\CAD\PlanSheets\TM-1 TREE MITIGATION PLAN.dwg
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POINT NUMBER	DESCRIPTION
3719	9" PINE
3720	7" PINE
3721	17" PINE
3722	7" PINE
3723	9" PINE
3835	12" PINE
3836	6" PINE
3837	12" PINE
3838	6" PINE
3839	7" PINE
3840	6" PINE
3841	7" PINE
3842	4" PINE
3843	7" PINE
3844	8" PINE
3845	6" PINE
3846	8" PINE
3847	9" PINE
3848	15" PINE
3849	13" PINE
3850	8" PINE
3851	5" PINE
3852	10" PINE
3853	17" PINE
3854	11" PINE
3855	11" PINE
3856	11-11" PINE
3857	6" PINE
3858	13" PINE
3859	5" PINE
3860	5" PINE
3861	14" PINE
3862	10" PINE
3863	12" PINE
3864	14" PINE
3865	14" PINE
3866	12-7" PINE
3867	9" PINE
3868	6" PINE
3869	9" PINE
3870	10" PINE
3871	8" PINE
3872	8" PINE
3873	18" PINE
3874	10" PINE
3875	17" PINE
3876	13" PINE
3877	5" PINE
3878	5" PINE
3879	10" PINE
3880	17" PINE
3881	12" PINE
3882	8" PINE
3883	12" PINE
3884	7" PINE
3885	7" PINE
3886	22" PINE
3887	8-7" OAK
3888	10" PINE
3889	7" PINE
3890	15" PINE
3891	4" PINE
3892	4" PINE
3893	7" PINE
3894	13" PINE
3895	9" PINE
3896	9" PINE
3897	15" PINE
3898	5" PINE
3899	7" PINE
3900	8" PINE
3901	9" PINE
3902	16" PINE
3903	5" PINE
3904	6" PINE
3905	13" PINE
3906	11" PINE
3907	12" PINE
3908	8" PINE
3909	13" PINE
3910	14" PINE
3911	13" PINE
3912	12" PINE
3913	17" PINE
3914	17" PINE
3915	5" PINE
3916	12" PINE
3917	12" PINE
3918	19" PINE
3919	20" PINE
3920	9" PINE
3921	11" PINE
3922	6" PINE
3923	12" PINE
3931	17" PINE
3932	18" PINE
3933	9-9" PINE
3934	18" PINE
3935	24" PINE
3936	11" PINE
3937	8" PINE
3938	8" PINE
3939	4" PINE
3940	5" PINE
3941	10" PINE
3942	13" PINE
3943	9" PINE
3944	9" PINE
3945	7" PINE
3946	14-11" PINE
3947	9" PINE
3948	13" PINE
3949	14" PINE
3950	13" PINE
3951	12" PINE
3952	14" PINE
3953	12" PINE
3954	6" PINE
3955	15" PINE
3956	6" PINE
3957	7" PINE
3958	4" PINE
3959	16" PINE
3960	5" PINE
3961	14" PINE
3962	9" PINE
3963	8" PINE
3964	7" PINE
3965	5" PINE
3966	18" PINE
3967	15" PINE
3968	14" PINE
3969	9" PINE
3970	8" PINE
3971	11" PINE

POINT NUMBER	DESCRIPTION
3972	5" PINE
3973	4" PINE
3974	7" PINE
3975	5-7" OAK
3976	15" PINE
3977	15" PINE
3978	7" PINE
3979	11" PINE
3980	6" PINE
3981	8-6" PINE
3982	7" PINE
3983	15" PINE
3984	4" PINE
3985	12" PINE
3986	12-10" PINE
3987	12" PINE
3988	7" PINE
3989	14-11" PINE
3990	11" PINE
3991	14" PINE
3992	4" PINE
3993	7" PINE
3994	6" PINE
3995	7" PINE
3996	13" PINE
3997	8" PINE
3998	15-9" PINE
3999	8" PINE
4000	10" PINE
4001	18" PINE
4002	5" PINE
4003	11" PINE
4004	10" PINE
4005	8" PINE
4006	4" PINE
4007	5" PINE
4008	12" PINE
4009	17" PINE
4010	9" PINE
4011	4" PINE
4012	14" PINE
4013	7" PINE
4014	7" PINE
4015	12" PINE
4016	12" PINE
4017	18" PINE
4018	14" PINE
4019	19" PINE
4020	8" PINE
4021	15" PINE
4022	7" PINE
4023	21" PINE
4024	5" PINE
4025	5" PINE
4026	10" PINE
4027	5" PINE
4028	4" PINE
4029	10" PINE
4030	8" PINE
4031	9" PINE
4032	16" PINE
4033	16" PINE
4034	8" PINE
4035	8" PINE
4036	6" PINE
4037	19" PINE
4038	12" PINE
4041	14" PINE
4042	16" PINE
4043	10" PINE
4044	8" PINE
4045	10" PINE
4046	9" PINE
4047	11" PINE
4048	10" PINE
4049	6" PINE
4050	9" PINE
4051	8" PINE
4052	10" PINE
4053	10" PINE
4054	10" PINE
4055	8" PINE
4056	7" PINE
4057	11" PINE
4058	6" PINE
4059	15" PINE
4060	9" PINE
4061	18" PINE
4062	15" PINE
4063	17" PINE
4064	13" PINE
4065	9" OAK
4066	13" PINE
4067	4" PINE
4068	14" PINE
4069	10" PINE
4070	12" PINE
4071	6" PINE
4072	11" PINE
4073	6" PINE
4074	6" PINE
4075	8" PINE
4076	14" PINE
4077	6" PINE
4078	9-6" PINE
4079	4" PINE
4080	12" PINE
4081	11" PINE
4082	5" PINE
4083	8" PINE
4084	12" PINE
4085	6" PINE
4086	10" PINE
4087	13" PINE
4088	6" PINE
4089	13" PINE
4090	8" PINE
4091	8" PINE
4092	13" PINE
4093	13" PINE
4094	10" PINE
4095	8" PINE
4096	8-5-6" OAK
4097	17" PINE
4098	17" PINE
4099	5" PINE
4100	7" PINE
4101	6" PINE
4102	8" PINE
4103	18" PINE
4104	7" PINE
4105	6" PINE
4106	12" PINE
4107	12" PINE
4108	11" PINE

POINT NUMBER	DESCRIPTION
4109	5" PINE
4110	15" CYPRESS
4111	6" CYPRESS
4112	11" PINE
4113	4" PINE
4114	11" PINE
4115	14" PINE
4116	5" PINE
4117	7" PINE
4118	6" PINE
4119	15" PINE
4120	7-5" PINE
4121	6" PINE
4122	12" PINE
4123	11-11" PINE
4124	8" PINE
4125	17" PINE
4126	13" PINE
4127	9" PINE
4128	11" PINE
4129	7" PINE
4130	8" PINE
4131	13" PINE
4132	11" PINE
4133	7" PINE
4134	8" PINE
4135	8" PINE
4136	6" PINE
4137	5" PINE
4138	16" PINE
4139	12-6" PINE
4140	7" PINE
4141	14" PINE
4142	5" PINE
4143	6" PINE
4144	6" PINE
4145	13" PINE
4146	5" PINE
4147	11-16" PINE
4148	10" PINE
4149	5" PINE
4150	6" PINE
4151	20" PINE
4152	6" PINE
4153	15" PINE
4154	5" PINE
4155	7" PINE
4156	15" PINE
4157	12" PINE
4158	14" PALM
4159	14" PALM
4160	12" PINE
4161	6" PINE
4162	5" PINE
4163	4" PINE
4164	4" PINE
4165	12" PALM
4166	5" PINE
4167	7" PINE
4168	17" PINE
4169	7" PINE
4170	12" PINE
4171	7" PINE
4172	13" PINE
4173	11" PINE
4174	7" PINE
4175	10" PINE
4176	17" PINE
4177	5" PINE
4178	6" PINE
4179	5" PINE
4180	15" PINE
4181	14" PINE
4182	6" PINE
4183	10" PINE
4184	10" PINE
4185	11" PINE
4186	6" PINE
4187	6" PINE
4188	12" PINE
4189	16" PINE
4190	15" PINE
4191	5" PINE
4192	18" PINE
4193	10" PINE
4194	10" PINE
4195	7" PINE
4196	13" PINE
4197	6" PINE
4198	10" PINE
4199	6" PINE
4200	9-7" PINE
4201	6" PINE
4202	7" PINE
4203	8" PINE
4204	9" PINE
4205	7" PINE
4206	5" PINE
4207	9" PINE
4208	17" PINE
4209	9" PINE
4210	7" PINE
4211	7" PINE
4212	4" PINE
4215	11" PINE
4216	10" PINE
4217	15" PINE
4218	11" PINE
4219	9" PINE
4220	12" PINE
4221	9" PINE
4222	11" PINE
4223	8" PINE
4224	9" PINE
4225	9" PINE
4226	9" PINE
4227	11" PINE
4228	14" PINE
4229	7" PINE
4230	17" PINE
4231	12" PINE
4232	11" PINE
4233	5" PINE
4234	7" PINE
4235	9" PINE
4236	8" PINE
4237	11" PINE
4238	13" PINE
4239	5" PINE
4240	6" PINE
4241	13" PINE
4242	15" PINE
4243	11" PINE
4244	13" PINE
4245	7" PINE

POINT NUMBER	DESCRIPTION
4246	10" PINE
4247	17" PINE
4248	17" PINE
4249	9" PINE
4250	14" PINE
4251	9" PINE
4252	12" PINE
4263	7" PINE
4264	15" PINE
4265	10" PINE
4266	8" PINE
4267	19" PINE
4268	14" PINE
4269	14" PINE
4270	6" PINE
4271	13" PINE
4272	13" PINE
4273	15" PINE
4274	5" PINE
4275	7" PINE
4276	10" PINE
4277	10" PINE
4278	7" PINE
4279	6" PINE
4280	13" PINE
4281	18" PINE
4282	19" PINE
4283	9" PINE
4284	9" PINE
4285	12" PINE
4286	16" PINE
4287	6" PINE
4288	13" PINE
4289	11" PINE
4290	10-10" PINE
4291	14" PINE
4292	15" PINE
4293	12" PINE
4294	9" PINE
4295	6" PINE
4296	10" PINE
4297	10" PINE
4298	9" PINE
4299	13-13" PINE
4300	11" PINE
4301	6" PINE
4302	10" PINE
4303	22" PINE
4304	12" PINE
4305	12" PALM
4306	14-14-8" PINE
4307	8" PINE
4320	12" PINE
4321	9" PINE
4322	11" PINE
4323	16" PINE
4324	6" PINE
4325	4" PINE
4326	6" PINE
4327	5" OAK
4328	14" PINE
4329	10" PINE
4330	12" PINE
4331	14" PINE
4332	8" PINE
4333	7" PINE
4334	9" PINE
4335	8" PINE
4336	8" PINE
4337	17" PINE
4338	8" PINE
4339	14" PINE
4340	13" PINE
4341	12" PALM
4342	21" PINE
4343	11" PINE
4344	6" PINE
4345	16" PINE
4346	6" PINE
4347	12" PINE
4348	4" PINE
4349	11" PINE
4350	6" BAY
4351	5" PINE
4352	24" PINE
4353	5" PINE
4354	12" PINE
4355	4" PINE
4356	11" PINE
4357	5" PINE
4358	7" PINE
4359	12" PINE
4360	5" PINE
4361	13" PINE
4362	13" PINE
4363	9-8" PINE
4364	6" PINE
4365	4" PINE
4366	5" PINE
4367	7" PINE
4368	4" PINE
4369	9" PINE
4370	9" PINE
4371	7" PINE
4372	6" PINE
4373	7" PINE
4374	10" PINE
4375	11" PINE
4376	7" PINE
4377	17" PINE
4378	19" PINE
4379	11" PINE
4380	9" PINE
4381	14" PINE
4382	13" PINE
4383	5" PINE
4384	13" PINE
4385	6" PINE
4386	11" PINE
4387	14" PINE
4388	13" PINE
4389	4" PINE
4390	10" PINE
4391	5" PINE
4392	11" PINE
4393	6" PINE
4394	8" PINE
4395	12" PINE
4396	12" PINE
4397	8-10" PINE
4398	9" PINE
4399	6" PINE
4400	5" PINE
4401	11" PINE
4402	5" PINE

POINT NUMBER	DESCRIPTION
4403	5" PINE
4404	8" PINE
4405	10" PINE
4406	5" PINE
4407	12" PINE
4408	12" PINE
4409	6" PINE
4410	7-7" PINE
4411	11" PINE
4412	4" PINE
4413	6" PINE
4414	13" PINE
4415	14" PINE
4416	13" PINE
4417	11" PINE
4418	10" PINE
4419	17" PINE
4420	7" PINE
4421	18" PINE
4422	12" PINE
4423	5" PINE
4424	14" PINE
4425	13" PINE
4426	6" PINE
4427	6" PINE
4428	18" PINE
4429	11" PINE
4430	12" PINE
4431	12" PINE
4432	14" PINE
4433	5" PINE
4434	14" PINE
4435	12-9" PINE
4436	8" PINE
4437	6" PINE
4438	5" PINE
4439	6" PINE
4440	8" PINE
4441	7" PINE
4442	8" PINE
4443	12" PINE
4444	12" PINE
4445	4" PINE
4446	6" PINE
4447	7" PINE
4448	9" PINE
4449	9" PINE
4450	6" PINE
4451	5" PINE
4452	12" PINE
4453	13" PINE
4454	12" PINE
4455	6" PINE
4456	5" PINE
4457	17" PINE
4458	9" PINE
4459	7" PINE
4460	6" PINE
4461	10" PINE
4462	6-6" PINE
4463	10" PINE
4464	10-10" PINE
4465	17" PINE
4466	18" PINE
4467	5" PINE
4468	12-6" PINE
4469	14" PINE
4470	10" PINE
4471	4" PINE
4474	9" PINE
4475	5" PINE
4476	6" PINE
4477	9" PINE
4478	11" PINE
4479	4" PINE
4480	15" PINE
4481	5" PINE
4482	4" PINE
4483	4" PINE
4484	9" PINE
4485	10" PINE
4486	4" PINE
4487	9" PINE
4488	14" PINE
4489	5" PINE
4490	6" PINE
4491	8" PINE
4492	6" PINE
4493	11" PINE
4494	4" PINE
4495	9" PINE
4496	4" PINE
4497	6" PINE
4498	8" PINE
4499	6" PINE
4500	7" PINE
4501	5" PINE
4502	18" PINE
4503	5" PINE
4504	13" PINE
4505	13" PINE
4506	4" PINE
4507	8" PINE
4508	5" PINE
4509	7" PINE
4510	8" PINE
4511	6" PINE
4512	15" PINE
4513	17" PINE
4514	4" PINE
4515	13-12" PINE
4516	6" PINE
4517	7" PINE
4518	8" PINE
4519	7-8" PINE
4520	11" PINE
4521	10" PINE
4522	5-10" PINE
4523	8" PINE
4524	15" PINE
4525	9" PINE
4526	8-14" PINE
4527	7" PINE
4528	10" PINE
4529	9" PINE
4530	6" PINE
4531	4" PINE
4532	4" PINE
4533	7" PINE
4534	17" PINE
4535	6" PINE
4536	7" PINE
4537	15" PINE
4538	7" PINE
4539	4" PINE

POINT NUMBER	DESCRIPTION
4540	14" PINE
4541	7" PINE
4542	9" PINE
4543	6" PINE
4544	6" PINE
4545	11" PINE
4546	4" PINE
4547	5" PINE
4548	7" PINE
4549	9" PINE
4550	10" PINE
4551	6" PINE
4552	10" PINE
4553	22" PINE
4554	9" PINE
4555	5" PINE
4556	6" PINE
4557	5" PINE
4558	5" PINE
4559	7" PINE
4560	8" PINE
4561	12" PINE
4562	13" PINE
4563	19" PINE
4564	7" PINE
4565	7" PINE
4566	4" PINE
4567	16" PINE
4568	8" PINE
4569	5" PINE
4570	13" PINE
4571	13" PINE
4572	17" PINE
4573	17" PINE
4574	6" PINE
4575	13" PINE
4576	17" PINE
4577	8" PINE
4578	5" PINE
4579	11" PINE
4580	13" PINE
4581	10" PINE
4582	12" PINE
4583	12" PINE
4584	13" PINE
4585	7" PINE
4586	8" PINE
4587	10" PINE
4588	7" PINE
4589	12" PINE
4590	15" PINE
4591	11" PINE
4592	7" PINE
4593	9" PINE
4594	6" PINE
4595	6" PINE
4596	9" PINE
4597	10" PINE
4598	8" PINE
4599	4" PINE
4600	8" PINE
4601	4" PINE
4602	5" PINE
4603	5" OAK
4604	7" PINE
4605	6" PINE
4606	5" PINE
4607	10" PINE
4608	7" PINE
4609	8" PINE
4610	8" PINE
4611	4" PINE
4612	4" PINE
4613	10" PINE
4614	6" PINE
4615	7" PINE
4616	8" PINE
4617	8" PINE
4618	6" PINE
4619	5" PINE
4620	7" PINE
4621	7" PINE
4622	16" PINE
4623	5" PINE
4624	5" PINE
4625	11" PINE
4626	5" PINE
4627	6" PINE
4628	8" PINE
4629	5" PINE
4630	6" PINE
4631	11" PINE
4632	6" PINE
4633	6" PINE
4634	9" PINE
4635	5" PINE
4636	11" PINE
4637	7" PINE
4638	8" PINE
4639	12" PINE
4640	4" PINE
4641	9" PINE
4642	4" PINE
4643	8" PINE
4644	7" PINE
4645	4" PINE
4646	6" PINE
4647	8" PINE
4648	12" PINE
4649	6" PINE
4650	5" PINE
4651	5" PINE
4652	11" PINE
4653	7" PINE
4654	11" PINE
4655	8" PINE
4656	4" PINE
4657	14" PINE
4658	6" PINE
4659	6" PINE
4660	10" PINE
4661	12" PINE
4662	8" PINE
4663	7" PINE
4664	9" PINE
4665	6" PINE
4666	6" PINE
4667	8" PINE
4668	7" PINE
4669	5" PINE
4670	5" PINE
4671	10" PINE
4672	8" PINE
4673	8" PINE
4674	8" PINE

POINT NUMBER	DESCRIPTION
4675	4" PINE
4676	8" PINE
4679	24" PINE
4680	7" PINE
4681	13" PINE
4682	14" PINE
4683	14" PINE
4684	9" PINE
4685	5" OAK
4686	6" PINE
4687	9" PINE
4688	12" PINE
4689	15" PINE
4690	7" PINE
4691	18" PINE
4692	16" PINE
4693	13" PINE
4694	7" PINE
4695	9" PINE
4696	10" PINE
4697	4" PINE
4698	8" PINE
4699	8" PINE
4700	10" PINE
4701	7" PINE
4702	6" PINE
4703	13" PINE
4704	12" PINE
4705	7" PINE
4706	6" PINE
4707	12" PINE
4708	12" PINE
4709	13" PINE
4710	7" PINE
4711	5" PINE
4712	4" PINE
4713	13" PINE
4714	4" PINE
4715	13" PINE
4716	13" PINE
4717	6" BAY
4718	14" PINE
4719	6" PINE
4720	18" PINE
4721	6" PINE
4722	6" PINE
4723	7" PINE
4724	11" PINE
4725	8" PINE
4726	6" PINE
4727	6" PINE
4728	4" PINE
4729	18" PINE
4730	13" PINE
4731	9" PINE
4732	10" PINE
4733	8" PINE
4734	12" PINE
4735	13" PINE
4736	9" PINE
4737	12" PINE
4738	11" PINE
4739	5" PINE
4740	5" PINE
4741	5" PINE
4742	4" PINE
4743	4" PINE
4744	16" PINE
4745	14" PINE
4746	17" PINE
4747	18" PINE
4748	13" PINE
4749	6" PINE
4750	6" PINE
4751	6" PINE
4752	7" PINE
4753	5" PINE
4754	6" PINE
4755	9" PINE
4756	5" OAK
4757	15" PINE
4758	5" BAY
4759	4" BAY
4760	5" PINE
4761	5" BAY
4762	5" PINE
4763	9" PINE
4764	5" PINE
4765	14" PINE
4766	10" PINE
4767	7" PINE
4768	11" PINE
4769	7" PINE
4770	11" PINE
4771	5" PINE
4772	9" PINE
4773	11" PINE
4774	5" PINE
4775	17" PINE
4776	21" PINE
4777	19" PINE
4778	11" PINE
4779	7" PINE
4780	9" PINE
4781	11" PINE
4782	14" PINE
4783	5" PINE
4784	4" PINE
4785	5" PINE
4786	4" PINE
4787	4" PINE
4788	5" OAK
4789	9" OAK
4790	8" OAK
4791	9" OAK
4792	6" OAK
4793	10" PINE
4794	9" PINE
4795	16" PINE
4796	5" OAK
4797	5" OAK
4798	4" OAK
4799	6" OAK
4800	4" OAK
4801	6" OAK
4802	5" OAK
4803	4" OAK
4804	4" OAK
4805	4-5" OAK
4806	20" PINE
4807	5" OAK
4808	4" OAK
4809	12" PINE
4810	20" PINE
4811	10" PINE

POINT NUMBER	DESCRIPTION
4812	7" PINE
4813	4" PINE
4814	8" PINE
4815	7" PINE
4816	18" PINE
4817	12" PINE
4818	8" PINE
4819	6" PINE
4820	10" PINE
4821	11" PINE
4822	15-11" PINE
4823	13" PINE
4824	12" PINE
4825	8" PINE
4826	5" PINE
4829	11" PINE
4830	7" PINE
4831	5" PINE
4832	7" PINE
4833	6" PINE
4834	5" PINE
4835	4" PINE
4836	4" PINE
4837	4" PINE
4838	7" PINE
4839	12" PINE
4840	7" CYPRESS
4841	10" PINE
4842	7" PINE
4843	5" PINE
4844	4" PINE
4845	5" PINE
4846	7" CYPRESS
4847	6" PINE
4848	5" PINE
4849	7" PINE
4850	8" PINE
4851	7" PINE
4852	6" PINE
4853	6" PINE
4854	9" PINE
4855	14" PINE
4856	4" PINE
4857	4" PINE
4858	5" PINE
4859	7" PINE
4860	4" PINE
4861	7" PINE
4862	5" PINE
4863	12" PINE
4864	6" CYPRESS
4865	7" CYPRESS
4866	10" CYPRESS
4867	6" PINE
4868	5" PINE
4869	6" PINE
4870	6" PINE
4871	7" PINE
4872	17" PINE
4873	6" PINE
4874	16" PINE
4875	11" PINE
4876	8" PINE
4877	10" CYPRESS
4878	14" PINE
4879	9" CYPRESS
4880	8" PINE
4881	8" PINE
4882	7" PINE
4883	7" PINE
4884	10" PINE
4885	7" CYPRESS
4886	18" PINE
4887	8" PINE
4888	10" PINE
4889	7" CYPRESS
4890	7" CYPRESS
4891	7" CYPRESS
4892	6" CYPRESS
4893	5" PINE
4894	12" PINE
4895	10" PINE
4896	11" PINE
4897	10" PINE
4898	5" PINE
4899	23" PINE
4900	7" PINE
4901	8" PINE
4902	14" PINE
4903	22" PINE
4904	15" PINE
4905	10" PINE
4906	10" PINE
4907	16" PINE
4908	10" PINE
4909	6" BAY
4910	6" BAY
4911	10" PINE
4912	12" PINE
4913	9" PINE
4914	15-7" PINE
4915	4" PINE
4916	14-13" PINE
4917	17" PINE
4918	4" PINE
4919	4" BAY
4920	4" BAY
4921	14" PINE
4922	12" PINE
4923	12" PINE
4924	7" PINE
4925	11" PINE
4926	12" PINE
4927	11" PINE
4928	10" PINE
4929	6" PINE
4930	13" PINE
4931	9" PINE
4932	15" PINE
4933	9" PINE
4934	10" PINE
4935	9" PINE
4936	7" CYPRESS
4937	7" CYPRESS
4938	6" PINE
4939	15" PINE
4940	8" CYPRESS
4941	7" CYPRESS
4942	8" PINE
4943	6" OAK
4944	5" OAK
4945	5" OAK
4946	5" OAK
4947	7" PINE
4948	9" PINE

POINT NUMBER	DESCRIPTION
4949	11" PINE
4950	11" PINE
4951	6" PINE
4952	6" PINE
4953	6" PINE
4954	5" PINE
4955	5" PINE
4956	7" PINE
4957	5" PINE
4958	6" PINE
4959	5" PINE
4960	4" PINE
4961	8" PINE
4962	7" PINE
4963	5" PINE
4964	11" PINE
4965	7" CYPRESS
4966	7" CYPRESS
4969	4" PINE
4970	6" PINE
4971	12" PINE
4972	18" PINE
4973	11" PINE
4974	10-6" OAK
4975	8" OAK
4976	5" OAK
4977	9" PINE
4978	8" PINE
4979	12" PINE
4980	9" PINE
4981	9" PINE
4982	10" PINE
4983	14" PINE
4984	12" PINE
4985	12-7" PINE
4986	11" PINE
4987	9" PINE
4988	11" PINE
4989	5-5" PINE
4990	6" PINE
4991	11" PINE
4992	10" PINE
4993	12" PINE
4994	12" PINE
4995	5" PINE
4996	13" PINE
4997	10" PINE
4998	9" PINE
4999	12" PINE
5000	11" PINE
5001	16" PINE
5002	8" PINE
5003	7" OAK
5004	14" PINE
5005	14" PINE
5006	18" PINE
5007	15" PINE
5008	20" PINE
5009	19" PINE
5010	17" PINE
5011	8" PINE
5012	14" PINE
5013	16" PINE
5014	7" PINE
5015	11" PINE
5016	9" PINE
5017	11" PINE
5018	16" PINE
5019	8" PINE
5020	8" PINE
5021	8" PINE
5022	7" PINE
5023	12" PINE
5024	7" PINE
5025	8" PINE
5026	8-13" PINE
5027	7" PINE
5028	9" PINE
5029	10" PINE
5030	11" PINE
5031	15" PINE
5032	7" PINE
5033	12" PINE
5034	12" PINE
5035	9" PINE
5036	6" PINE
5037	7" PINE
5038	7-8" PINE
5039	4" PINE
5040	8" PINE
5041	5-13" PINE
5042	9" PINE
5043	7" PINE
5044	12" PINE
5045	11" PINE
5046	13" PINE
5047	15" PINE
5048	12" PINE
5049	12" PINE
5050	7" PINE
5051	8-8" PINE
5052	13" PINE
5055	17" PINE
5056	6" PINE
5057	6" PINE
5058	9" PINE
5059	12-12" PINE
5060	9" PINE
5061	13" PINE
5062	6-5" PINE
5063	10" PINE
5064	8" PINE
5065	10-7" PINE
5066	19" PINE
5067	14" PINE
5068	13" PINE
5069	10" PINE
5070	12-7" PINE
5071	15" PINE
5072	7" PINE
5073	14" PINE
5074	7" PINE
5075	19" PINE
5076	11-9" PINE
5077	13" PINE
5078	8" PINE
5079	7" PINE
5080	12-10" PINE
5081	13" PINE
5082	5-9" PINE
5083	13" PINE
5084	18" PINE
5085	8" PINE
5086	12" PINE
5087	18" PINE

POINT NUMBER	DESCRIPTION
5088	9" PINE
5089	12" PINE
5090	17" PINE
5091	13" PINE
5092	18" PINE
5093	18" PINE
5094	11" PINE
5095	12" PINE
5096	11" PINE
5097	13" PINE
5098	7" PINE
5099	5" PINE
5100	13" PINE
5101	9" PINE
5102	12" PINE
5103	13" PINE
5104	7" PINE
5105	12" PINE
5106	12" PINE
5107	9" PINE
5108	10" PINE
5109	16" PINE
5110	12-12" PINE
5111	17" PINE
5112	5" PINE
5113	11" PINE
5114	12-6" PINE
5115	12" PINE
5116	12" PINE
5117	14-13" PINE
5118	11" PINE
5119	11" PINE
5120	12-12" PINE
5121	13" PINE
5122	11" PINE
5123	6" PINE
5124	9" PINE
5125	11" PINE
5126	12" PINE
5127	8" PINE
5128	6" PINE
5129	16" PINE
5130	6" PINE
5131	5" PINE
5132	12" PINE
5133	11" PINE
5134	7" PINE
5135	14" PINE
5136	16" PINE
5137	11" PINE
5138	8" PINE
5139	4" PINE
5140	10-11" PINE
5141	9" PINE
5142	9" PINE
5143	17" PINE
5144	7" PINE
5145	6" PINE
5146	5" PINE
5147	6" PINE
5148	13" PINE
5149	7" PINE
5150	9" PINE
5151	10" PINE
5152	4" PINE
5153	8" PINE
5154	7" PINE
5155	17" PINE
5156	11" PINE
5157	9" PINE
5158	10" PINE
5159	17" PINE
5160	8" PINE
5161	8" PINE
5162	6" PINE
5163	7" PINE
5164	5" PINE
5165	4-6" PINE
5166	6" PINE
5167	7" PINE
5168	5" PINE
5169	4" PINE
5170	8" PINE
5171	7" PINE
5172	4" PINE
5173	8" PINE
5174	5" PINE
5175	8" PINE
5176	8" PINE
5177	5-7" PINE
5178	5" PINE
5179	7" PINE
5180	4" PINE
5181	6" PINE
5182	5" PINE
5183	10" PINE
5184	6" PINE
5185	5" PINE
5186	4" PINE
5187	5" PINE
5188	5" PINE
5189	10" PINE
5190	5" PINE
5191	6" PINE
5192	6" PINE
5193	6" PINE
5194	7" PINE
5195	10" PINE
5196	7" PINE
5197	9" PINE
5198	7" PINE
5199	5" PINE
5200	4" PINE
5201	5" PINE
5202	8" PINE
5203	6" PINE
5204	10" PINE
5205	9" PINE
5206	13" PINE
5209	5-6" PINE
5210	4-5" PINE
5211	19" PINE
5212	12" PINE
5213	12" PINE
5214	17" PINE
5215	11" PINE
5216	12" PINE
5217	13" PINE
5218	13" PINE
5219	15" PINE
5220	12" PINE
5221	18" PINE
5222	6" PINE
5223	11" PINE
5224	11" PINE

POINT NUMBER	DESCRIPTION
5225	12" PINE
5226	6" PINE
5227	4" PINE
5228	5" PINE
5229	6" PINE
5230	9" PINE
5231	4" PINE
5232	6" PINE
5233	5" PINE
5234	5" PINE
5235	15-10" PINE
5236	19" PINE
5237	10" PINE
5238	6" PINE
5239	7" PINE
5240	11" PINE
5241	8" PINE
5242	6" PINE
5243	8" PINE
5244	7" PINE
5245	7" PINE
5246	9" PINE
5247	15" PINE
5248	11" PINE
5249	18" PINE
5250	14" PINE
5251	9" PINE
5252	7" OAK
5253	4" CYPRESS
5254	7" OAK
5255	5" PINE
5256	8" PINE
5257	5" PINE
5258	9" CYPRESS
5259	8-8" CYPRESS
5260	5" PINE
5261	5" PINE
5262	6" PINE
5263	6" PINE
5264	4" PINE
5265	4" PINE
5266	8" PINE
5267	5" PINE
5268	10" CYPRESS
5269	5" CYPRESS
5270	8" CYPRESS
5271	9" CYPRESS
5272	6" CYPRESS
5273	4" CYPRESS
5274	6" PINE
5275	8" CYPRESS
5276	8" CYPRESS
5277	5" CYPRESS
5278	6" CYPRESS
5279	6" PINE
5280	6" PINE
5281	4-4" PINE
5282	12" PINE
5283	7-8-5" OAK
5284	5" CYPRESS
5285	4" OAK
5286	4" OAK
5287	5" CYPRESS
5288	5" CYPRESS
5289	5" CYPRESS
5290	4" CYPRESS
5291	4" CYPRESS
5292	4" CYPRESS
5293	5" CYPRESS
5294	4" CYPRESS
5295	7" PINE
5296	11-7" PINE
5297	9-12" PINE
5298	12" PINE
5299	5" PINE
5300	8" PINE
5301	7" PINE
5302	10" PINE
5303	5" PINE
5304	6-7" PINE
5305	5" PINE
5306	7" PINE
5307	6" PINE
5308	5" PINE
5309	6-5" PINE
5310	5" PINE
5311	6-4" PINE
5312	4" PINE
5313	6-4" PINE
5314	5" PINE
5315	5" PINE
5316	11" PINE
5317	5" PINE
5318	5" PINE
5319	6" PINE
5320	6" PINE
5321	9" PINE
5322	8-8" PINE
5323	6" PINE
5324	4" PINE
5325	6-5" PINE
5326	6" PINE
5327	6" PINE
5328	8" PINE
5329	6" PINE
5330	4" PINE
5331	9" PINE
5332	5" PINE
5333	4" PINE
5334	5" PINE
5335	5" PINE
5336	6" PINE
5337	4" PINE
5338	5" PINE
5339	5" PINE
5340	5" PINE
5341	5" PINE
5342	6" PINE
5343	7" PINE
5344	5" PINE
5345	15" PINE
5346	4" CYPRESS
5347	4" PINE
5350	5" PINE
5351	4" PINE
5352	5" PINE
5353	6" PINE
5354	4" CYPRESS
5355	5" CYPRESS
5356	4" CYPRESS
5357	4" CYPRESS
5358	5" CYPRESS
5359	6" CYPRESS
5360	4" CYPRESS
5361	4" PINE

CALL 2 BUSINESS DAYS BEFORE YOU DIG

IT'S THE LAW! DIAL 811

811 Know what's below. Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley-Horn

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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
REGISTERED LANDSCAPE ARCHITECT CHRISTOPHER D. CIANFAGLIONE LA6667207 STATE OF FLORIDA
DATE: 12/2/2020

KHA PROJECT 046265017
DATE DEC 2020
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---

TREE DATA TABLES

PROJECT SUNSHINE

PREPARED FOR
SEEFRIED PROPERTIES

COCOA FL

SHEET NUMBER
TM-108

POINT NUMBER	DESCRIPTION
5362	4" PINE
5363	4" PINE
5364	5" PINE
5365	4" PINE
5366	5" PINE
5367	6" PINE
5368	4" PINE
5369	4" PINE
5370	5" PINE
5371	7–7" PINE
5372	5" PINE
5373	5" PINE
5374	5" PINE
5375	8" PINE
5376	4" CYPRESS
5377	4" CYPRESS
5378	10" PINE
5379	11" PINE
5380	8" PINE
5381	14" PINE
5382	4" PINE
5386	5" PINE
5387	5" PINE
5388	9" PINE
5389	4" PINE
5390	7" PINE
5391	5" PINE
5392	8" PINE
5393	6" PINE
5394	6" PINE
5395	5" PINE
5396	5" PINE
5397	5" PINE
5398	4–6" PINE
5399	4–5" PINE
5400	4" PINE
5401	8" PINE
5402	4" PINE
5403	4–5" PINE
5404	5" PINE
5405	5" PINE
5406	4" PINE
5407	4" PINE
5408	4–5" PINE
5409	4–4–4" PINE
5410	4" PINE
5411	5" PINE
5412	4" PINE
5413	4" PINE
5414	4–5" PINE
5415	4" PINE
5416	4" PINE
5417	4" PINE
5418	5" PINE
5419	4" PINE
5420	12" PINE
5421	19" PINE
5422	12" PINE
5423	12" PINE
5424	19" PINE
5425	11" PINE
5426	10" PINE
5427	9" CYPRESS
5428	11" PINE
5429	5" PINE
5430	15" PINE
5431	13" PINE
5432	11" PINE
5433	17" PINE
5434	13" PINE
5435	12–9" PINE
5436	8" PINE
5437	12" PINE
5438	18" PINE
5439	15" PINE
5440	16" PINE
5441	21" PINE
5442	9" PINE
5443	14" PINE
5444	13" PINE
5445	14" PINE
5446	6" PINE
5447	15" PINE
5448	17" PINE
5449	17" PINE
5450	10" PINE
5451	23" PINE
5452	20" PINE
5453	15" PINE
5454	17" PINE
5455	13" PINE
5456	15" PINE
5457	14" PINE
5458	4" PINE
5459	8" PINE
5460	10" PINE
5461	9" PINE
5462	5" PINE
5463	13" PINE
5464	10" PINE
5465	5" PINE
5466	15" PINE
5467	5" PINE
5468	4" PINE
5469	10" PINE
5470	18" PINE
5471	10" PINE
5472	12" PINE
5473	5" PINE
5474	10" PINE
5475	6" PINE
5476	6" PINE
5477	4" PINE
5478	7" PINE
5479	5" PINE
5480	18" PINE
5481	7" CYPRESS
5482	17" PINE
5483	11" PINE
5484	8" PINE
5485	8" PINE
5486	12" PINE
5487	8" PINE
5488	6" CYPRESS
5489	5" PINE
5490	4" PINE
5491	21" PINE
5492	25" PINE
5493	7" PINE
5494	7" PINE
5495	22" PINE
5496	23" PINE
5497	17" PINE
5500	7" PINE
5501	6" PINE

POINT NUMBER	DESCRIPTION
5502	4" PINE
5503	20" PINE
5504	14" PINE
5505	17" PINE
5506	18" PINE
5507	9" PINE
5508	12" PINE
5509	14" PINE
5510	9" PINE
5511	8" PINE
5512	5" PINE
5513	7" PINE
5514	5" PINE
5515	8" PINE
5516	7" PINE
5517	7" PINE
5518	11" PINE
5519	4" PINE
5520	8" PINE
5521	20" PINE
5522	4" OAK
5523	4" OAK
5524	23" PINE
5525	15" PINE
5526	19" PINE
5527	8" PINE
5528	8" PINE
5529	18" PINE
5530	16" PINE
5531	5" CYPRESS
5532	5" PINE
5533	10" PINE
5534	12" PINE
5535	15" PINE
5536	24" PINE
5537	21" PINE
5538	18" PINE
5539	10" PINE
5540	24" PINE
5541	23" PINE
5542	20" PINE
5543	22" PINE
5544	4" PINE
5545	19" PINE
5546	16" PINE
5547	12" PINE
5548	13" PINE
5549	9" PINE
5550	18" PINE
5551	15" PINE
5552	16" PINE
5553	12" PINE
5554	8" PINE
5555	16" PINE
5556	5" PINE
5557	16" PINE
5558	19" PINE
5559	19" PINE
5560	14" PINE
5561	15" PINE
5562	6" PINE
5563	18" PINE
5564	11" PINE
5565	7" PINE
5566	7" PINE
5567	7" PINE
5568	10" PINE
5569	7" PINE
5570	10" PINE
5571	17" PINE
5572	19" PINE
5573	17" PINE
5574	17" PINE
5575	8" CYPRESS
5576	6" CYPRESS
5577	6" CYPRESS
5580	10" PINE
5581	11" PINE
5582	12" PINE
5583	12" PINE
5584	4" PINE
5585	4" PINE
5586	9" PINE
5587	12" PINE
5588	11" PINE
5589	15" PINE
5590	12" PINE
5591	18" PINE
5592	9" PINE
5593	16" PINE
5594	17" PINE
5595	6" PINE
5596	15" PINE
5597	12" PINE
5598	7" PINE
5599	12" PINE
5600	10" PINE
5601	6" PINE
5602	10" PINE
5603	12" PINE
5604	10" PINE
5605	14" PINE
5606	14" PINE
5607	13" PINE
5608	13" PINE
5609	14" PINE
5610	14" PINE
5611	8" PINE
5612	13" PINE
5613	14" PINE
5614	14" PINE
5615	8" PINE
5616	15" PINE
5617	19" PINE
5618	15" PINE
5619	12" PINE
5620	13" PINE
5621	16" PINE
5622	6" PINE
5623	12" PINE
5624	7" PINE
5625	7" PINE
5626	9" PINE
5627	16" PINE
5628	14" PINE
5629	8" PINE
5630	4" PINE
5631	10" PINE
5632	4" PINE
5633	13" PINE
5634	10" PINE
5635	9" PINE
5636	15" PINE
5637	9" PINE
5638	9" PINE

POINT NUMBER	DESCRIPTION
5639	8" PINE
5640	5" PINE
5641	5" PINE
5642	17" PINE
5643	10" PINE
5644	17" PINE
5645	8" PINE
5646	6" PINE
5647	16" PINE
5648	6" PINE
5649	4" PINE
5650	22" PINE
5651	7" PINE
5652	14" PINE
5653	7" PINE
5654	13" PINE
5655	7" PINE
5656	6" PINE
5657	9" PINE
5658	7" PINE
5659	7" PINE
5660	12" PINE
5661	15" PINE
5662	11" PINE
5663	16" PINE
5664	11" PINE
5665	19" PINE
5666	9" PINE
5667	12" PINE
5668	4" PINE
5669	11" PINE
5670	4" PINE
5671	12" PINE
5672	9" PINE
5673	6" PINE
5674	4" PINE
5675	11" PINE
5676	5" PINE
5677	10" PINE
5678	9" PINE
5679	10" PINE
5680	8" PINE
5681	6" PINE
5682	13" PINE
5683	5" PINE
5684	8" PINE
5685	7" PINE
5686	5" PINE
5687	9" PINE
5688	9" PINE
5689	7" PINE
5690	4" PINE
5691	7" PINE
5692	9" PINE
5693	8" PINE
5694	7" PINE
5695	9" PINE
5696	4" PINE
5697	7" PINE
5698	8" PINE
5699	4" CYPRESS
5700	9" PINE
5701	9" CYPRESS
5702	5" PINE
5703	7" PINE
5704	6" PINE
5705	5" PINE
5706	5" PINE
5707	6" PINE
5708	18" PINE
5709	6" PINE
5710	17" PINE
5711	8" PINE
5712	11" PINE
5713	7" CYPRESS
5714	11" PINE
5715	5" PINE
5716	19" PINE
5717	8" PINE
5718	7" PINE
5719	4" OAK
5720	10" PINE
5721	6" PINE
5722	9" PINE
5723	7" PINE
5724	13" PINE
5725	10" PINE
5726	9–8–5" OAK
5727	4" OAK
5728	17" PINE
5729	7" PINE
5730	9" PINE
5731	10" PINE
5732	12" PINE
5733	17" PINE
5736	4" PINE
5737	15" PINE
5738	6" PINE
5739	9" PINE
5740	4" PINE
5741	17" PINE
5742	11" PINE
5743	5" PINE
5744	12" PINE
5745	8" PINE
5746	10" PINE
5747	7" PINE
5748	7" OAK
5749	8–5" OAK
5750	8" PINE
5751	8" PINE
5752	6" PINE
5753	13" PINE
5754	11" PINE
5755	7" PINE
5756	12" PINE
5757	6" OAK
5758	8" PINE
5759	5" PINE
5760	12" PINE
5761	5" PINE
5762	5" PINE
5763	4" PINE
5764	6" PINE
5765	12" PINE
5766	12" PINE
5767	6" BAY
5768	13" PINE
5769	10" PINE
5770	7" PINE
5771	13" PINE
5772	17" PINE
5773	17" PINE
5774	17" PINE
5775	16" PINE

POINT NUMBER	DESCRIPTION
5776	5" OAK
5777	7" PINE
5778	10" PINE
5779	8" PINE
5780	11" PINE
5781	13" PINE
5782	13" PINE
5783	12" PINE
5784	7" PINE
5785	13" PINE
5786	5" PINE
5787	5" PINE
5788	13" PINE
5789	8" PINE
5790	15" PINE
5791	8" PINE
5792	11" PINE
5793	8" PINE
5794	6" PINE
5795	9" PINE
5796	9" PINE
5797	6" PINE
5798	8" PINE
5799	13" PINE
5800	5" PINE
5801	7" PINE
5802	7" PINE
5803	5" PINE
5804	9" PINE
5805	8" PINE
5806	13" PINE
5807	10" PINE
5808	4" PINE
5809	6" PINE
5810	15" PINE
5811	18" PINE
5812	16" PINE
5813	14" PINE
5814	13" PINE
5815	12" PINE
5816	12" PINE
5817	20" PINE
5818	14" PINE
5819	19" PINE
5820	15" PINE
5821	14" PINE
5822	17" PINE
5823	13" PINE
5824	9" PINE
5825	19" PINE
5826	14" PINE
5827	8" PINE
5828	4" PINE
5829	5" PINE
5830	10" PINE
5831	5" PINE
5832	10" PINE
5833	10" PINE
5834	5" PINE
5835	6" PINE
5836	5" PINE
5837	5" PINE
5838	12" PINE
5839	13" PINE
5840	8" PINE
5841	9" PINE
5842	10" PINE
5843	5" PINE
5844	7" PINE
5845	6" PINE
5846	5" PINE
5847	4" PINE
5848	4" PINE
5849	17" PINE
5850	9" PINE
5851	19" PINE
5852	16" PINE
5853	9" PINE
5854	4" PINE
5855	9" PINE
5856	17" PINE
5857	6" OAK
5858	11" PINE
5859	17" PINE
5860	17" PINE
5861	14" PINE
5862	11" PINE
5863	16" PINE
5864	9" PINE
5865	8" PINE
5866	9" PINE
5867	9" PINE
5868	12" PINE
5869	4" PINE
5870	8" PINE
5871	5" PINE
5872	7" PINE
5873	9" PINE
5874	8" PINE
5875	4" PINE
5876	4" PINE
5877	9" PINE
5878	9" PINE
5879	4" PINE
5880	5" PINE
5881	7" PINE
5882	9" PINE
5883	4" PINE
5884	4" PINE
5885	9" PINE
5886	5" PINE
5887	12" PINE
5888	20" PINE
5889	5" PINE
5890	13" PINE
5891	17" PINE
5892	20" PINE
5893	4" PINE
5894	15" PINE
5895	8" PINE
5896	16" PINE
5897	8" PINE
5898	11" PINE
5899	20" PINE
5900	13" PINE
5901	16" PINE
5902	9" PINE
5903	5" PINE
5906	9" PINE
5907	10" PINE
5908	18" PINE
5909	13" PINE
5910	11" PINE
5911	15" PINE
5912	5" PINE

POINT NUMBER	DESCRIPTION
5913	5" PINE
5914	7" PINE
5915	7" PINE
5916	8" PINE
5917	7" PINE
5918	7" PINE
5919	11" PINE
5920	17" PINE
5921	6" PINE
5922	6" PINE
5923	15" PINE
5924	4" PINE
5925	17" PINE
5926	9" PINE
5927	4" PINE
5928	8" PINE
5929	7" PINE
5930	5" PINE
5931	5" PINE
5932	14" PINE
5933	13" PINE
5934	14" PINE
5935	18" PINE
5936	5" PINE
5937	8" PINE
5938	4" PINE
5939	7" PINE
5940	7" PINE
5941	11" PINE
5942	14" PINE
5943	17" PINE
5944	5–6" PINE
5945	10" PINE
5946	5" PINE
5947	5" PINE
5948	12" PINE
5949	4" PINE
5950	14" PINE
5951	9" PINE
5952	17" PINE
5953	6" PINE
5954	9" PINE
5955	6" PINE
5956	11" PINE
5957	10" PINE
5958	4" PINE
5959	13" PINE
5960	4" PINE
5961	10–9" PINE
5962	4" PINE
5963	8" PINE
5964	7" PINE
5965	10" PINE
5966	9" PINE
5967	13" PINE
5968	5" PINE
5969	4" PINE
5970	9" PINE
5971	9" PINE
5972	4" PINE
5973	6–9" PINE
5974	10" PINE
5975	6" PINE
5976	4" PINE
5977	10" PINE
5978	6" PINE
5979	12" PINE
5980	15" PINE
5981	14" PINE
5982	17" PINE
5983	7" PINE
5984	8" PINE
5985	8" PINE
5986	4" PINE
5987	6" PINE
5988	4" PINE
5989	17" PINE
5990	5" PINE
5991	4" PINE
5992	7" PINE
5993	6" PINE
5994	8" PINE
5995	6" OAK
20396	6" PINE
20398	5" CYPRESS
20400	4" CYPRESS
20402	9" CYPRESS
20404	6" CYPRESS
20406	5" CYPRESS
20408	7" CYPRESS
20410	5" CYPRESS
20412	6" CYPRESS
20413	5" CYPRESS
20414	5" PINE
20415	6" CYPRESS
20416	7" CYPRESS
20417	8" CYPRESS
20419	4" CYPRESS
20421	4" CYPRESS
20423	4" CYPRESS
20425	7" PINE
20436	4" CYPRESS
20437	11" CYPRESS
20439	10" CYPRESS
20440	4" CYPRESS
20441	4" CYPRESS
20442	6" CYPRESS
20443	4" PINE
20444	9" PINE
20445	7" CYPRESS
20446	8" CYPRESS
20447	5" CYPRESS
20448	5" CYPRESS
20449	4" CYPRESS
20450	7" CYPRESS
20451	5" CYPRESS
20452	7" CYPRESS
20453	6" CYPRESS
20454	7" CYPRESS
20455	4" PINE
20456	4" CYPRESS
20457	6" CYPRESS
20458	5" CYPRESS
20459	9" PINE
20461	4" CYPRESS
20462	5" CYPRESS
20463	5" CYPRESS
20464	5" CYPRESS
20465	4" CYPRESS
20466	5" CYPRESS
20467	4" CYPRESS
20468	10" PINE
20469	4" CYPRESS
20470	5" CYPRESS
20471	6" CYPRESS

POINT NUMBER	DESCRIPTION
20472	7" CYPRESS
20473	4" CYPRESS
20474	4" CYPRESS
20475	5" CYPRESS
20476	5" CYPRESS
20477	6" CYPRESS
20478	4" CYPRESS
20479	9" CYPRESS
20480	4" CYPRESS
20481	10" PINE
20482	8" PINE
20483	6" PINE
20484	4" CYPRESS
20485	10" PINE
20486	6" CYPRESS
20487	5" CYPRESS
20488	4" CYPRESS
20489	7" CYPRESS
20490	10" PINE
20491	8" CYPRESS
20492	8" CYPRESS
20493	5" CYPRESS
20494	5" CYPRESS
20495	4" CYPRESS
20496	4" CYPRESS
20497	4" CYPRESS
20498	4" CYPRESS
20499	4" CYPRESS
20500	4" CYPRESS
20501	4" CYPRESS
20502	4" CYPRESS
20503	9" CYPRESS
20504	6" CYPRESS
20505	5" CYPRESS
20506	5" CYPRESS
20507	5" CYPRESS
20508	4" CYPRESS
20509	6" PINE
20510	6" PINE
20511	5" PINE
20512	10" PINE
20513	11" PINE
20514	8" PINE
20515	9" PINE
20516	9" PINE
20517	7" PINE
20518	12" PINE
20519	9" PINE
20520	6" PINE
20521	13" PINE
20522	12" PINE
20523	8" PINE
20524	6" PINE
20525	4" PINE
20526	10" PINE
20527	10" PINE
20528	11" PINE
20529	7" PINE
20530	5" PINE
20531	4" PINE
20532	6" PINE
20533	5" PINE
20534	7" PINE
20535	6" PINE
20536	7" PINE
20537	7" PINE
20538	5" CYPRESS
20539	8" CYPRESS
20540	11" PINE
20541	4" CYPRESS
20542	4" CYPRESS
20543	7" CYPRESS
20544	5" CYPRESS
20770	6" PINE
20771	6" PINE

TREE MITIGATION CALCULATIONS

REMOVAL	
SIZE	**QTY (TREES)**
4"-23" DBH	3221
24"+	16
PALMS	5
TOTAL	**3242**

PRESERVATION	
SIZE	**QTY (TREES)**
4"-23" DBH	277
24"+	4
PALMS	0
TOTAL	**281**

CALL 2 BUSINESS DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

LUCIA CHRISTOPHER GIGLIOTTI LICENSED PROFESSIONAL LANDSCAPE ARCHITECT D. CANEGLIONE LA6667207 STATE OF FLORIDA
DATE: 12/7/2020

KHA PROJECT 046265017
DATE DEC 2020
SCALE AS SHOWN
DESIGNED BY ---
DRAWN BY ---
CHECKED BY ---

TREE DATA TABLES

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
TM-109

Plotted By: Arens, Austin Sheet Set: 046265017 – Project Sunshine Layout: TM-109 December 02, 2020 05:12:05pm K:\SAR_LRD\046265017 – DM08 Project Sunshine\CAD\PlanSheets\TM-1 TREE MITIGATION PLAN.dwg
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TREE MITIGATION SPECIFICATIONS

A. GENERAL

1. CONTRACTOR SHALL ADHEAR TO ALL TREE PROTECTION REQUIREMENTS LISTED IN THESE SPECIFICATIONS AND/OR THOSE LISTED IN THE CITY OR COUNTY ZONNING CODE, TREE PROTECTION (LATEST EDITION). WHICHEVER IS MORE STRINGENT SHALL APPLY.
2. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION PROCEDURES WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK.
3. ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATION MATERIAL THAT WILL, WITHIN A REASONABLE TIME FRAME, DETER SOIL DISTURBANCE.
4. NO SIGNS, BUILDING PERMITS, WIRES OR OTHER ATTACHMENTS OF ANY KIND SHALL BE ATTACHED TO ANY TREE OR PALM. GUY WIRES DESIGNED TO PROTECT TREES ARE EXCLUDED FROM THIS PROHIBITION.
5. EXISTING TREE LOCATIONS AND SIZES ARE ESTIMATES AND ARE BASED ON A SURVEY PROVIDED BY THE OWNER SELECTED SURVEYOR.
6. CONTRACTOR SHALL COORDINATE TREE REMOVAL WITH PERMITTING AGENCY AND PROJECT ARBORIST PRIOR TO CONSTRUCTION. NO PERSON MAY REMOVE OR CAUSE TO BE REMOVED ANY PROTECTED TREE OR PALM WITHOUT FIRST HAVING PROCURED A PERMIT AS PROVIDED BY THE APPROPRIATE PERMITTING AGENCY.
7. FOR PROTECTED TREES OR PALMS BEING REMOVED, THE CONTRACTOR MUST GIVE THE PERMITTING AGENCY REASONABLE OPPORTUNITY TO RELOCATE TREES DESIGNATED FOR REMOVAL TO ANOTHER SITE AT THE PERMITTING AGENCY'S EXPENSE.
8. CONTRACTOR IS RESPONSIBLE FOR POSSESSING ALL REQUIRED APPLICATOR LICENSES, BUSINESS REGISTRATIONS AND INSURANCE, PESTICIDE LABELS, AND MATERIAL DATA SAFETY SHEETS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR HAVING ALL SPILL CONTAINMENT MATERIALS AND REQUIRED PERSONAL PROTECTIVE EQUIPMENT FOR PESTICIDE APPLICATIONS AND ACCIDENTAL SPILLS ON SITE AT ALL TIMES. THE OWNER RESERVES THE RIGHT TO INSPECT EACH APPLICATOR AND HAVE THESE MATERIALS PRESENTED BEFORE AND DURING ANY PESTICIDE TREATMENT.
9. WHERE TRAFFIC AREAS ARE PROPOSED WITHIN THE DRIP LINE OF PROTECTED TREES AND LESS THAN FOUR (4) INCHES OF GRADE CHANGE ARE PROPOSED, PERMEABLE SURFACES THAT ALLOW AIR AND WATER INTO THE SOIL SHOULD BE USED IN LIEU OF ASPHALT OR OTHER SUCH IMPERVIOUS SURFACES.
10. TREE WELLS OF AN APPROVED DESIGN SHALL BE CONSTRUCTED AROUND ALL TREES TO BE PRESERVED WHEN MORE THAN FOUR INCHES OF FILL IS TO BE DEPOSITED WITHIN THE DRIP LINE AREA OF THOSE TREES. COORDINATE WITH PROJECT ARBORIST.
11. THE SEQUENCE OF TREE MITIGATION AND PRESERVATION MEASURES IS IMPERATIVE TO THE HEALTH AND SURVIVABILITY OF THE SUBJECT TREES AND SHALL BE COORDINATED WITH THE OWNER SELECTED PROJECT ARBORIST. THE DESIRED SEQUENCE IS OUTLINED BELOW:
    a. TREE PROTECTION FENCING.
    b. ROOT PRUNING AND ROOT BARRIERS.
    c. CLEARING.
    d. TREE CANOPY PRUNING.
    e. FERTILIZATION.
    f. INSECTICIDE.
    g. IRRIGATION.

B. TREE PROTECTION FENCING

1. PRIOR TO THE ERECTION OF ANY TREE PROTECTION FENCING, ALL FOREIGN SURFACE MATERIAL, TRASH OR DEBRIS SHALL BE REMOVED FROM THE AREA TO BE ENCLOSED BY THE FENCING. AFTER ERECTION OF THE FENCING NO SUCH MATERIAL OR LITTER SHALL BE PERMITTED TO REMAIN WITHIN THE PROTECTED AREA.
2. TREE PROTECTION FENCING SHALL BE PLACED AROUND ALL PROTECTED TREES TO CREATE A PROTECTIVE ROOT ZONE AND SHALL REMAIN IN PLACE UNTIL SITE CLEARING, LAND ALTERATION, AND CONSTRUCTION ACTIVITIES ARE COMPLETE.
3. NATIVE GROUND COVER AND UNDERSTORY VEGETATION EXISTING WITHIN THE PROTECTED AREA SHALL REMAIN THROUGHOUT CONSTRUCTION. OTHER DESIGNATED VEGETATION AND INVASIVE PLANT SPECIES SHALL BE REMOVED ONLY BY MANUAL LABOR UTILIZING HAND TOOLS, OR BY OTHER METHODS APPROVED BY THE PROJECT ARBORIST.
4. TREE PROTECTION FENCING TYPES AND LOCATIONS SHALL BE ERECTED AS SHOWN ON THE TREE MITIGATION PLANS AND DETAILS, OR AS REQUESTED BY LOCAL AGENCY.
5. FINAL LOCATIONS SHALL BE COORDINATED WITH AND APPROVED BY THE PROJECT ARBORIST.
6. NO MATERIALS, EQUIPMENT, SPOIL, WASTE OR WASHOUT WATER MAY BE DEPOSITED, STORED, OR PARKED WITHIN 20 FEET OF THE TREE PROTECTION ZONE.
7. EROSION CONTROL DEVICES SUCH AS SILT FENCING, DEBRIS BASINS, AND WATER DIVERSION STRUCTURES SHALL BE INSTALLED TO PREVENT SILTATION AND/OR EROSION WITHIN THE TREE PROTECTION ZONE.
8. CONSTRUCTION ACTIVITY SHALL NOT DESTROY OR IRREVERSIBLY HARM THE ROOT SYSTEM OF PROTECTED TREES. POST HOLES AND TRENCHES LOCATED CLOSE TO PROTECTED TREES SHALL BE ADJUSTED TO AVOID DAMAGE TO MAJOR ROOTS.
9. DO NOT INSTALL CONDUIT, DRAIN OR IRRIGATION LINES, OR ANY UTILITY LINE WITHIN THE TREE PROTECTION ZONE WITHOUT THE APPROVAL OF THE PROJECT ARBORIST. IF LINES MUST TRAVERSE THE PROTECTION AREA, THEY SHALL BE TUNNELED OR BORED UNDER THE TREE.
10. CONTRACTOR'S ACCESS TO FENCED TREE PROTECTION AREAS WILL BE PERMITTED ONLY WITH APPROVAL OF THE PROJECT ARBORIST.
11. EXCAVATION OR GRADING REQUIRED WITHIN THE PROTECTED AREA SHALL BE LIMITED TO THREE (3) INCHES OF CUT OR FILL. COORDINATE WITH PROJECT ARBORIST.
12. STRUCTURES AND UNDERGROUND FEATURES TO BE REMOVED WITHIN THE TREE PROTECTION ZONE SHALL BE COORDINATED WITH THE PROJECT ARBORIST.
13. TREE PROTECTION FENCING AROUND TREES TO BE RELOCATED SHALL BE ERECTED UNTIL THE TREE IS READY TO BE RELOCATED AND NEW FENCING SHALL BE ERECTED AT THE TREES NEW LOCATION AND WILL REMAIN IN PLACE UNTIL ALL CONSTRUCTION ACTIVITIES ARE COMPLETE.
14. IF ANY DAMAGE TO TREE PROTECTION FENCING SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATE REPAIRS.
15. IF TEMPORARY HAUL OR ACCESS ROADS MUST PASS OVER THE PROTECTED AREA OF TREES TO BE PRESERVED, A ROAD BED OF SIX (6) INCHES OF MULCH OR GRAVEL SHALL BE CREATED TO PROTECT THE SOIL. THE ROAD BED MATERIAL SHALL BE REPLENISHED AS NECESSARY TO MAINTAIN A SIX (6) INCH ROAD BED AT ALL TIMES. CONTRACTOR SHALL REMOVE ALL SUCH MATERIALS FROM THE SITE AS SOON AS TEMPORARY ACCESS IS NO LONGER NECESSARY.
16. CONTRACTOR SHALL COORDINATE WITH THE PROJECT ARBORIST PRIOR TO THE REMOVAL OF ALL TREE PROTECTION FENCING.

C. ROOT PRUNING/TRENCHING

1. TRENCHING LOCATIONS SHALL BE APPROVED IN THE FIELD BY THE PROJECT ARBORIST.
2. TRENCHING EQUIPMENT THAT WILL TURN AT HIGH RPM'S IS PREFERRED, AND SHALL BE APPROVED BY THE PROJECT ARBORIST. APPROVED EQUIPMENT WILL BE USED TO PERFORM ALL ROOT PRUNING OPERATIONS. A MINIMUM DEPTH OF THREE FEET IS REQUIRED.
3. INSTALL ROOT BARRIER WHERE DESIGNATED. SEE TREE MITIGATION PLAN AND DETAIL SHEETS.
4. THE TRENCH SHALL BE BACKFILLED WITH PREVIOUSLY EXCAVATED SOIL AND COMPACTED IMMEDIATELY.
5. TREES TO BE RELOCATED SHALL BE ROOT PRUNED A MINIMUM OF TWELVE (12) WEEKS PRIOR TO TREE RELOCATION.
6. WHEN THE TREE ROOT ZONE WILL BE DISTURBED, AFFECTED ROOTS MUST BE SEVERED BY CLEAN PRUNING CUTS AT THE POINT WHERE CONSTRUCTION IMPACTS THE ROOTS.

D. CLEARING

1. ANY BRUSH CLEARING REQUIRED WITHIN THE TREE PROTECTION ZONE SHALL BE ACCOMPLISHED WITH HAND-OPERATED EQUIPMENT.
2. CONTRACTOR SHALL CLEAR ALL TREE PROTECTION AREAS OF VINES, SHRUBS, GROUND COVERS, WEEDS, SAPLINGS, AND INVASIVES LISTED ON THE LATEST EDITION OF THE FLORIDA EXOTIC PEST PLANT COUNCIL'S LIST OF INVASIVE SPECIES.
3. PROJECT ARBORIST MUST APPROVE METHODS OTHER THAN HAND CLEARING.
4. A TWO (2) INCH LAYER OF MULCH SHALL BE APPLIED OVER THE SURFACE OF EXPOSED ROOTS OF PROTECTED TREES DURING THE SITE CLEARING PHASE.

E. TREE CANOPY PRUNING

TREE PRUNING SPECIFICATIONS SHALL BE DEFINED BASED ON SPECIFIC RECOMMENDATIONS OF THE PROJECT ARBORIST. INFORMATION PRESENTED BELOW SHOULD BE USED AS A GUIDELINE.

1. CONTRACTOR SHALL VISIT THE SITE WITH THE PROJECT ARBORIST TO VERIFY THE EXTENT OF REQUIRED PRUNING.
2. ALL PRUNING SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A QUALIFIED INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST OR AN AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA) REGISTERED CONSULTING ARBORIST (RCA).
3. AT LEAST ONE MEMBER OF THE PRUNING CREW SHALL BE AN ISA CERTIFIED ARBORIST.
4. WHILE IN THE TREE, THE ARBORIST SHALL PERFORM AN AERIAL INSPECTION TO IDENTIFY DEFECTS THAT REQUIRE TREATMENT. ANY ADDITIONAL WORK NEEDED SHALL BE REPORTED TO THE OWNER.
5. PRUNING CUTS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ANSI A300 PRUNING STANDARD (AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS) AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ANSI Z133.1 SAFETY STANDARD. PRUNING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ISA'S "BEST MANAGEMENT PRACTICES: TREE PRUNING".
6. WHERE TEMPORARY CLEARANCE IS NEEDED FOR ACCESS, BRANCHES SHALL BE TIED BACK TO HOLD THEM OUT OF THE CLEARANCE ZONE.
7. NO MORE THAN 20 PERCENT OF LIVE FOLIAGE SHALL BE REMOVED WITHIN ANY TREE.
8. ALL TREES WITHIN THE PROJECT AREA SHALL BE PRUNED AS FOLLOWS:
    a. LIVE BRANCH PRUNING SHOULD BE PERFORMED ONLY WHEN THE DANGER OF INSECT OR DISEASE INFESTATION IS NOT PRESENT.
    b. REMOVE STUBS, CUTTING OUTSIDE THE WOUND WOOD TISSUE THAT HAS FORMED AROUND THE BRANCH.
    c. CLEANING, FOR THE SELECTIVE REMOVAL OF DEAD, DISEASED, BROKEN, OR CROSSING BRANCHES DOWN TO ONE INCH IN DIAMETER OR AS DIRECTED BY THE PROJECT ARBORIST.
    d. PRUNING CUTS LARGER THAN 4 INCHES IN DIAMETER, EXCEPT FOR DEAD WOOD, SHALL BE AVOIDED.
    e. PRUNING CUTS THAT EXPOSE HEARTWOOD SHALL BE AVOIDED WHENEVER POSSIBLE.
    f. ALL TREES WITH CROWNS THAT PROJECT INTO PARKING LOT/ROADWAY AREAS SHALL BE RAISED TO 14 FEET ABOVE FINISHED GRADE.
    g. ALL TREES WITH CROWNS THAT PROJECT INTO SIDEWALK AREAS SHALL BE RAISED TO A HEIGHT OF 8 FEET ABOVE FINISHED GRADE.
9. TREES, WHO'S ROOT SYSTEMS WILL BE IMPACTED SHALL RECEIVE THE FOLLOWING PRUNING TO COMPENSATE FOR ROOT LOSS:
    a. THE LOCATION AND SIZE OF BRANCHES FOR REDUCTION SHALL BE DEFINED BY THE PROJECT ARBORIST.
    b. REDUCTION, OR THE SELECTIVE PRUNING TO REDUCE TREE HEIGHT OR SPREAD.
    c. REDUCE END WEIGHT ON HEAVY, HORIZONTAL BRANCHES BY SELECTIVELY REMOVING SMALL DIAMETER BRANCHES, NO GREATER THAN 2 TO 3 INCHES, NEAR THE ENDS OF SCAFFOLD BRANCHES.
    d. RAISING SHALL CONSIST OF SELECTIVE PRUNING TO PROVIDE VERTICAL CLEARANCE.
10. PROPOSED/REPLACEMENT TREES
    a. PRUNING SHALL BE LIMITED TO CLEANING.
11. BRUSH SHALL BE CHIPPED AND SPREAD (ONLY WHEN DISEASE OR INSECT INFESTATION IS NOT PRESENT) UNDERNEATH TREES WITHIN THE TREE PROTECTION ZONE TO A MAXIMUM DEPTH OF THREE (3) INCHES, LEAVING THE TRUNK CLEAR OF MULCH.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS DEBRIS ON A DAILY BASIS.

F. FERTILIZATION

1. CONTRACTOR SHALL COORDINATE FERTILIZATION PLAN, FOLLOWING BEST MANAGEMENT PRACTICES WITH THE PROJECT ARBORIST PRIOR TO COMMENCEMENT OF WORK.
2. EVERY EFFORT SHALL BE MADE TO UTILIZE CHEMICALS OF AN ORGANIC OR BIODEGRADABLE NATURE IN ORDER TO OFFER THE LEAST IMPACT TO THE NATURAL ENVIRONMENT. CONTRACTOR IS RESPONSIBLE FOR MIXING, APPLYING, AND DISPOSAL OF ALL CHEMICALS IN ACCORDANCE WITH STRICT ADHERENCE TO MANUFACTURER'S SPECIFICATIONS. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
3. ONLY TREES AFFECTED BY CONSTRUCTION OR AS SHOWN ON THE TREE MITIGATION PLAN AND TREE INVENTORY SCHEDULE SHALL BE TREATED.
4. TREES SPECIFIED TO RECEIVE FERTILIZER SHALL BE TREATED AS FOLLOWS.
    a. MIX FERTILIZER ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO A TANK WITH AGITATION CAPABILITY.
    b. MIX WETTING AGENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO SAME TANK WITH FERTILIZER. AGITATE MIX.
    c. INJECT THE MIXTURE WITH A HYDRAULIC INJECTION SYSTEM INTO THE UPPER 6-12 INCHES OF SOIL WITH A SOIL PROBE. INJECT AT THE RATE OF ONE THIRD (1/3) GALLON AT EACH INJECTION SITE.
    d. THE CRITICAL ROOT ZONE AREA PLUS 2' BEYOND THE CRITICAL ROOT ZONE SHALL BE INJECTED, BUT NOT BEYOND ROOT PRUNING LOCATIONS.
    e. FERTILIZER SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF ANY AERATION SYSTEMS.
    f. EMPTY PRODUCT CONTAINERS SHALL BE STOCKPILED FOR INSPECTION BY THE PROJECT ARBORIST PRIOR TO DISPOSAL.
5. TRANSPLANT INOCULANT & BIOSTIMULANT.
    a. CONTRACTOR SHALL PROVIDE MYCORRHIZAL TRANSPLANT INOCULANT ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND AS RECOMMENDED BY THE PROJECT ARBORIST. MIX INOCULANT IN 10" WIDE TOPSOIL RING AROUND THE ROOT BALL.
    b. CONTRACTOR SHALL PROVIDE INJECTABLE MYCORRHIZAL INOCULANT ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND AS RECOMMENDED BY THE PROJECT ARBORIST. AGITATE FOR 10 MINUTES.
    c. INJECT THE MIXTURE WITH A HYDRAULIC INJECTION SYSTEM INTO THE UPPER 6-12 INCHES OF SOIL WITH A SOIL PROBE. INJECT AT THE RATE OF ONE THIRD (1/3) GALLON AT EACH INJECTION SITE.
    d. EMPTY PRODUCT CONTAINERS SHALL BE STOCKPILED FOR INSPECTION BY PROJECT ARBORIST PRIOR TO DISPOSAL.
7. TRANSPLANT MAINTENANCE
    a. APPROXIMATELY ONE YEAR AFTER PLANTING, THE CONTRACTOR SHALL REFERTILIZE ALL TRANSPLANTS UTILIZING THE SAME PROCEDURES ABOVE.

G. INSECTICIDE

1. NOTIFY PROJECT ARBORIST IF ANY INFESTATION IS NOTICED.
2. FOLLOW PROJECT ARBORIST'S RECOMMENDED PROCEDURES.
3. FOLLOW ALL MANUFACTURERS' RECOMMENDATIONS CONCERNING APPLICATION. READ ALL WARNING LABELS.
4. ANY PETS, AS WELL AS, THE PETS FOOD AND WATER BOWLS SHOULD BE REMOVED FROM THE AREA AND ANY SWIMMING POOLS SHOULD BE COVERED. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
5. ENSURE COMPLETE COVERAGE AND REAPPLY 2-3 MONTHS AFTER INITIAL APPLICATION UTILIZING SAME PROCEDURE.

H. IRRIGATION

1. EVERY EFFORT SHALL BE MADE TO WATER THE PRESERVED TREES AND TRANSPLANTS. CONTRACTOR SHALL IRRIGATE BY HAND OR BY TEMPORARY IRRIGATION.
2. IRRIGATE AS REQUIRED BY PROJECT ARBORIST UNTIL PERMANENT IRRIGATION IS INSTALLED AND OPERATING.
3. UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIP LINES OF EXISTING TREES UNLESS ROOT PROTECTION MEASURES ARE PROVIDED AND APPROVED BY PROJECT ARBORIST.

I. TREE REMOVALS

1. PRIOR TO AND DURING LAND CLEARING, INCLUDING GRUBBING, ALL TREES TO BE REMOVED SHALL BE CLEARLY MARKED BY PROJECT ARBORIST WITH RED SURVEY RIBBONS AT 36 INCHES MINIMUM ABOVE GRADE.
2. CONTRACTOR SHALL REMOVE ALL TREES AS SHOWN ON THE TREE MITIGATION PLANS AFTER THE TREE PROTECTION FENCING IS INSTALLED.
3. ALL TREES SHOWN TO BE REMOVED SHALL BE FELLED WITH A CHAIN SAW AND STUMP GROUND 6" BELOW SURFACE. ANY TREE SHOWN TO BE REMOVED THAT IS IN AN AREA WHERE COMPACTION IS CRITICAL SHALL BE FELLED WITH A CHAIN SAW AND STUMP REMOVED BY CONTRACTOR.
4. ALL WOOD AND STUMPS FROM REMOVALS SHALL BE HAULED FROM THE SITE THE SAME DAY, EXCEPT FOR TOPS. ALL TOPS ARE TO BE MULCHED AND STOCKPILED OR HAULED DIRECTLY TO MULCHED AREAS FOR RELOCATED TREES IF SCHEDULING PERMITS. TOPS SHALL BE CHIPPED AND PLACED IN THE TREE PROTECTION ZONE TO A DEPTH OF THREE (3) INCHES. ALL EXCESS WOOD CHIPS SHOULD BE HAULED OFF SITE AFTER TRANSPLANTING IS COMPLETE.
5. ALL BURN PITS IF APPLICABLE MUST BE APPROVED BY THE PROJECT ARBORIST AND OWNER.
6. TREES TO BE REMOVED THAT HAVE BRANCHES EXTENDING INTO THE CANOPY OF TREES TO REMAIN MUST BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST AND NOT BY DEMOLITION OR CONSTRUCTION CONTRACTORS. THE QUALIFIED ARBORIST SHALL REMOVE THE TREE IN A MANNER THAT CAUSES NO DAMAGE TO THE TREES AND UNDERSTORY VEGETATION TO REMAIN.
7. TREES TO BE REMOVED LOCATED WITHIN THE TREE PROTECTION ZONE SHALL BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST. THE TREES SHALL BE CUT NEAR GROUND LEVEL AND THE STUMP GROUND OUT.

J. MACHINE DUG TRANSPLANTING

1. DIG TRANSPLANT-RECEIVING HOLE.
2. SET SPADE DUG ROOT BALL INTO RECEIVING HOLE 4"-6" ABOVE EXISTING GRADE.
3. WASH SAND OR TOPSOIL INTO AIR POCKETS BETWEEN ROOT BALL AND RECEIVING HOLE.
4. INSTALL TOPSOIL RING, 4" HIGH, 10" WIDE, AROUND PERIMETER OF ROOT BALL. MIX MYCORRHIZAL TRANSPLANT INOCULANT INTO TOPSOIL RING PER MANUFACTURERS SPECIFICATIONS.
5. INSTALL THREE INCHES OF MULCH FROM PERIMETER OF ROOT BALL TO WITHIN 6" OF TREE TRUNK.
6. COVER TOPSOIL RING WITH 1" OF MULCH AND EXTEND MULCH 4"-6" DEEP, AWAY FROM PERIMETER OF ROOT BALL.
7. WATER TRANSPLANT.

K. HOLDING AREA FOR TRANSPLANTS

1. HOLDING AREAS SHOULD NOT BE NECESSARY. CONSTRUCTION PHASING SHOULD BE IMPLEMENTED SO THAT TREES ARE IMMEDIATELY RELOCATED TO THEIR PERMANENT LOCATION. COORDINATE WITH PROJECT ARBORIST AS NEEDED.
2. SHOULD A HOLDING AREA BE NECESSARY, TREE PROTECTION FENCING SHALL BE INSTALLED AT THE PERIMETER OF THE ENTIRE AREA.
3. CONTRACTOR SHALL COORDINATE LOCATION AND SPECIFICATIONS OF THE HOLDING AREA WITH PROJECT ARBORIST.
4. CONTRACTOR SHALL SUPPLY TEMPORARY IRRIGATION TO THE HOLDING AREA CONSISTING OF ABOVE GROUND PVC OR POLYETHYLENE PIPE, SPRAY OR ROTOR HEADS (WITH HEAD TO HEAD COVERAGE) AND A CONTROLLER. COORDINATE WITH PROJECT ARBORIST FOR CONTROLLER SETTINGS AND ALTERNATIVE WATERING METHODS.

L. TOPSOIL

1. CONTRACTOR SHALL COORDINATE ALL EARTHWORK OPERATIONS WITHIN TREE PROTECTION AREAS WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK.
2. ALL TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE TOPSOIL IN THE VICINITY THAT PRODUCES HEAVY GROWTH.
3. TOPSOIL, PH RANGE OF 5.5 TO 7.0, 3-5 PERCENT ORGANIC MATERIAL MINIMUM, FREE FROM SUBSOIL, OBJECTIONABLE WEEDS, LITTER, SODS, STIFF CLAY, STONES LARGER THAN ONE (1) INCH IN DIAMETER, STUMPS, ROOTS, TRASH, TOXIC SUBSTANCES, OR ANY OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH.
4. VERIFY AMOUNT STOCKPILED IF ANY, AND SUPPLY ADDITIONAL AS NEEDED FROM NATURALLY WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT LEAST FOUR (4) INCHES DEEP. DO NOT OBTAIN TOPSOIL FROM BOGS OR MARSHES.
5. PROJECT ARBORIST SHALL APPROVE ALL TOPSOIL PRIOR TO PLACEMENT.

M. REPAIR OF DAMAGED TREES

1. IF DAMAGE TO ANY TREE SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE DURING THE CONSTRUCTION PERIOD, THE PROJECT ARBORIST SHALL APPRAISE THE DAMAGE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPAIR BY THE CONTRACTOR.
2. IF ANY TREE DESIGNATED TO BE SAVED IS REMOVED FROM THE SITE WITHOUT PERMISSION OF THE OWNER'S REPRESENTATIVE, THE PROJECT ARBORIST SHALL APPRAISE THE TREE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPLACEMENT BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE TREE AND ANY FEES THAT MAY BE ASSESSED TO THE OWNER BY THE GOVERNING AGENCY.

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No.	REVISIONS	DATE	BY

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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL LANDSCAPE ARCHITECT CHRISTOPHER D. CANFAGLIONE LA6667207 STATE OF FLORIDA REGISTERED
DATE: 12/22/2020

KHA PROJECT 046265017
DATE DEC 2020
SCALE AS SHOWN
DESIGNED BY ____
DRAWN BY ____
CHECKED BY ____

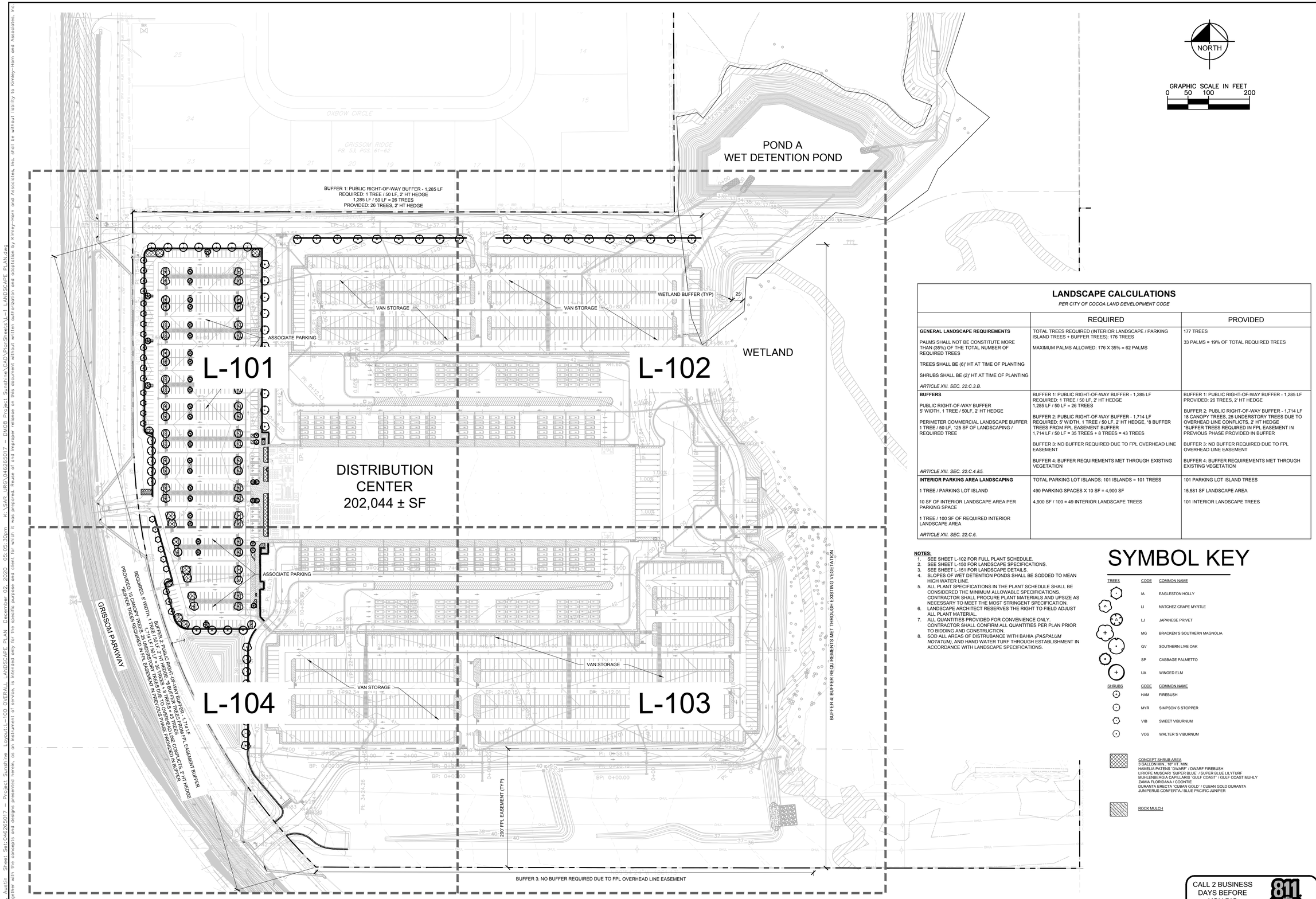
TREE MITIGATION SPECIFICATIONS

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
TM-150

Plotted By: Ares, Austin Sheet Set: 046265017 — Project Sunshine Layout: TM-150 December 02, 2020 05:12:07pm K:\SAR_LRO\046265017 — DMD Project Sunshine\CAD\PlanSheets\TM-1 TREE MITIGATION PLAN.dwg
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Plotted By: Arens Austin Sheet Set: 046265017 – Project Sunshine Layout: L-100 OVERALL LANDSCAPE PLAN December 02, 2020 05:05:30pm K:\SAR_LIRO\046265017 – DM08 Project Sunshine\CAD\PlanSheets\VL-1 LANDSCAPE PLAN.dwg
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LANDSCAPE CALCULATIONS

PER CITY OF COCOA LAND DEVELOPMENT CODE

	REQUIRED	PROVIDED
GENERAL LANDSCAPE REQUIREMENTS PALMS SHALL NOT BE CONSTITUTE MORE THAN (35%) OF THE TOTAL NUMBER OF REQUIRED TREES TREES SHALL BE (6)' HT AT TIME OF PLANTING SHRUBS SHALL BE (2)' HT AT TIME OF PLANTING *ARTICLE XIII. SEC. 22.C.3.B.*	TOTAL TREES REQUIRED (INTERIOR LANDSCAPE / PARKING ISLAND TREES + BUFFER TREES): 176 TREES MAXIMUM PALMS ALLOWED: 176 X 35% = 62 PALMS	177 TREES 33 PALMS = 19% OF TOTAL REQUIRED TREES
BUFFERS PUBLIC RIGHT-OF-WAY BUFFER 5' WIDTH, 1 TREE / 50LF, 2' HT HEDGE PERIMETER COMMERCIAL LANDSCAPE BUFFER 1 TREE / 50 LF, 125 SF OF LANDSCAPING / REQUIRED TREE *ARTICLE XIII. SEC. 22.C.4.&5.*	BUFFER 1: PUBLIC RIGHT-OF-WAY BUFFER - 1,285 LF REQUIRED: 1 TREE / 50 LF, 2' HT HEDGE 1,285 LF / 50 LF = 26 TREES BUFFER 2: PUBLIC RIGHT-OF-WAY BUFFER - 1,714 LF REQUIRED: 5' WIDTH, 1 TREE / 50 LF, 2' HT HEDGE, *8 BUFFER TREES FROM FPL EASEMENT BUFFER 1,714 LF / 50 LF = 35 TREES + 8 TREES = 43 TREES BUFFER 3: NO BUFFER REQUIRED DUE TO FPL OVERHEAD LINE EASEMENT BUFFER 4: BUFFER REQUIREMENTS MET THROUGH EXISTING VEGETATION	BUFFER 1: PUBLIC RIGHT-OF-WAY BUFFER - 1,285 LF PROVIDED: 26 TREES, 2' HT HEDGE BUFFER 2: PUBLIC RIGHT-OF-WAY BUFFER - 1,714 LF 18 CANOPY TREES, 25 UNDERSTORY TREES DUE TO OVERHEAD LINE CONFLICTS, 2' HT HEDGE *BUFFER TREES REQUIRED IN FPL EASEMENT IN PREVIOUS PHASE PROVIDED IN BUFFER BUFFER 3: NO BUFFER REQUIRED DUE TO FPL OVERHEAD LINE EASEMENT BUFFER 4: BUFFER REQUIREMENTS MET THROUGH EXISTING VEGETATION
INTERIOR PARKING AREA LANDSCAPING 1 TREE / PARKING LOT ISLAND 10 SF OF INTERIOR LANDSCAPE AREA PER PARKING SPACE 1 TREE / 100 SF OF REQUIRED INTERIOR LANDSCAPE AREA *ARTICLE XIII. SEC. 22.C.6.*	TOTAL PARKING LOT ISLANDS: 101 ISLANDS = 101 TREES 490 PARKING SPACES X 10 SF = 4,900 SF 4,900 SF / 100 = 49 INTERIOR LANDSCAPE TREES	101 PARKING LOT ISLAND TREES 15,581 SF LANDSCAPE AREA 101 INTERIOR LANDSCAPE TREES

NOTES:

1. SEE SHEET L-102 FOR FULL PLANT SCHEDULE.
2. SEE SHEET L-150 FOR LANDSCAPE SPECIFICATIONS.
3. SEE SHEET L-151 FOR LANDSCAPE DETAILS.
4. SLOPES OF WET DETENTION PONDS SHALL BE SODDED TO MEAN HIGH WATER LINE.
5. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.
6. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO FIELD ADJUST ALL PLANT MATERIAL.
7. ALL QUANTITIES PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR SHALL CONFIRM ALL QUANTITIES PER PLAN PRIOR TO BIDDING AND CONSTRUCTION.
8. SOD ALL AREAS OF DISTRUBANCE WITH BAHIA *(PASPALUM NOTATUM)*, AND HAND WATER TURF THROUGH ESTABLISHMENT IN ACCORDANCE WITH LANDSCAPE SPECIFICATIONS.

SYMBOL KEY

TREES	CODE	COMMON NAME
	IA	EAGLESTON HOLLY
	LI	NATCHEZ CRAPE MYRTLE
	LJ	JAPANESE PRIVET
	MG	BRACKEN`S SOUTHERN MAGNOLIA
	QV	SOUTHERN LIVE OAK
	SP	CABBAGE PALMETTO
	UA	WINGED ELM

SHRUBS	CODE	COMMON NAME
	HAM	FIREBUSH
	MYR	SIMPSON`S STOPPER
	VIB	SWEET VIBURNUM
	VOS	WALTER`S VIBURNUM

CONCEPT SHRUB AREA
3 GALLON MIN., 18" HT. MIN.
HAMELIA PATENS `DWARF` / DWARF FIREBUSH
LIRIOPE MUSCARI `SUPER BLUE` / SUPER BLUE LILYTURF
MUHLENBERGIA CAPILLARIS `GULF COAST` / GULF COAST MUHLY
ZAMIA FLORIDANA / COONTIE
DURANTA ERECTA `CUBAN GOLD` / CUBAN GOLD DURANTA
JUNIPERUS CONFERTA / BLUE PACIFIC JUNIPER

ROCK MULCH

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No.	REVISIONS	DATE	BY

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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED LANDSCAPE ARCHITECT CHRISTOPHER D. CANEGLIONE LA6667207 STATE OF FLORIDA DATE: 12/2/2020

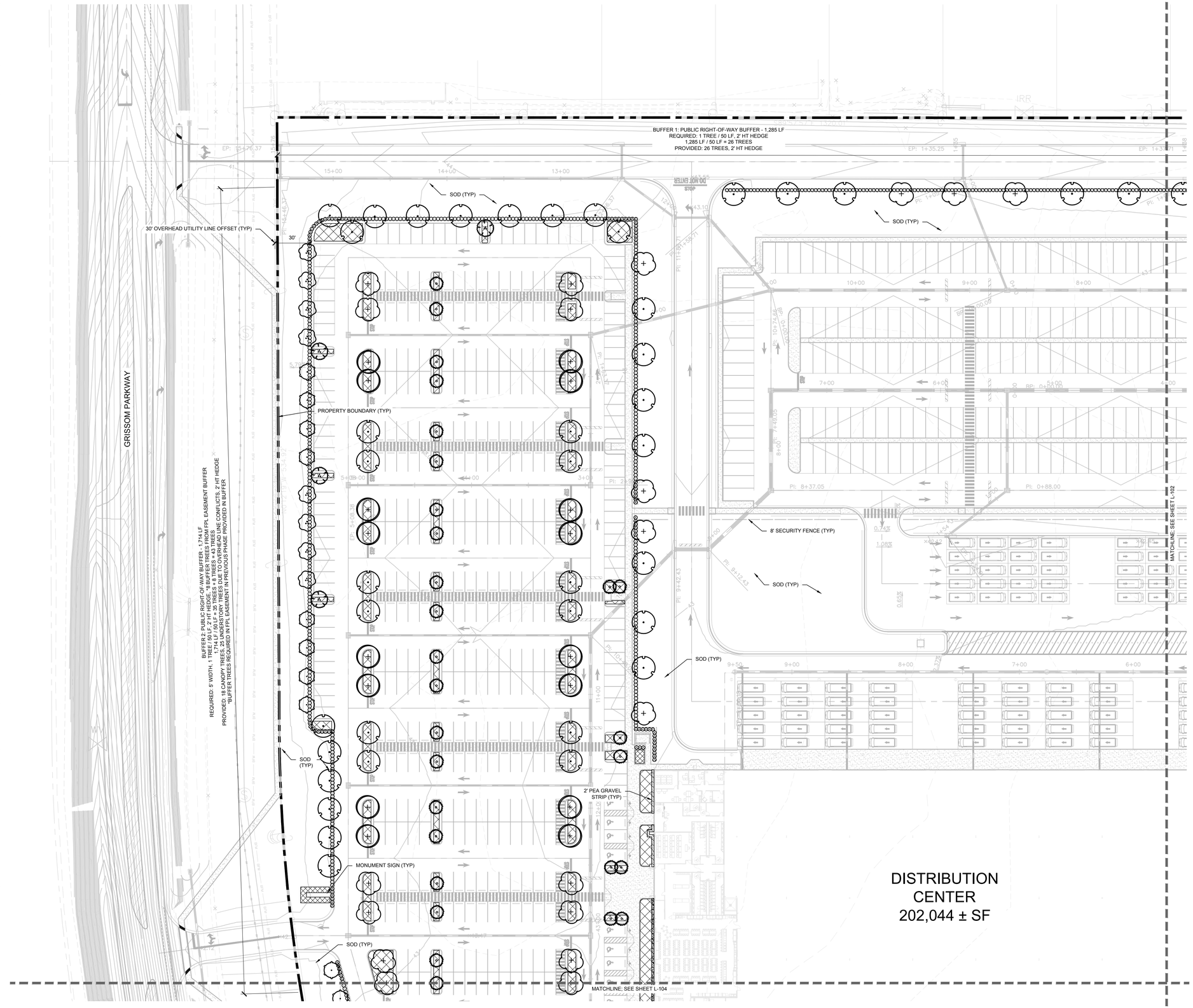
KHA PROJECT	046265017
DATE	DEC 2020
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	CDC

OVERALL LANDSCAPE PLAN

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES

FL
COCOA

SHEET NUMBER
L-100



NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

NOTES:
1. SEE SHEET L-150 FOR LANDSCAPE SPECIFICATIONS.
2. SEE SHEET L-151 FOR LANDSCAPE DETAILS.

SYMBOL KEY

TREES	CODE	COMMON NAME
	IA	EAGLESTON HOLLY
	LI	NATCHEZ CRAPE MYRTLE
	LJ	JAPANESE PRIVET
	MG	BRACKEN'S SOUTHERN MAGNOLIA
	QV	SOUTHERN LIVE OAK
	SP	CABBAGE PALMETTO
	UA	WINGED ELM

SHRUBS	CODE	COMMON NAME
	HAM	FIREBUSH
	MYR	SIMPSON'S STOPPER
	VIB	SWEET VIBURNUM
	VOS	WALTER'S VIBURNUM

CONCEPT SHRUB AREA
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PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED LANDSCAPE ARCHITECT
CHRISTOPHER D. CANEGLIONE
LA6667207
STATE OF FLORIDA
REGISTERED
DATE: 12/22/2020

KHA PROJECT 046265017
DATE DEC. 2020
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY CDC

LANDSCAPE PLAN

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
L-101

Plotted By: Arens, Austin Sheet Set:046265017 – Project Sunshine Layout:L-101 LANDSCAPE PLAN December 02, 2020 05:05:49pm K:\SAR_URG\046265017 – DMD8 Project Sunshine\CAD\PlanSheet\L-1 LANDSCAPE PLAN.dwg
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POND A
WET DETENTION POND

BUFFER 1: PUBLIC RIGHT-OF-WAY BUFFER - 1,285 LF
REQUIRED: 1 TREE / 50 LF, 2' HT HEDGE
1,285 LF / 50 LF = 26 TREES
PROVIDED: 26 TREES, 2' HT HEDGE

PROPERTY BOUNDARY (TYP)

SOD (TYP)

WETLAND BUFFER (TYP)

25'

WETLAND

8' SECURITY FENCE (TYP)

WETLAND BUFFER (TYP)

EXISTING TREE TO REMAIN (TYP)

BUFFER 4: BUFFER REQUIREMENTS MET THROUGH EXISTING VEGETATION

DISTRIBUTION
CENTER
202,044 ± SF

MATCHLINE: SEE SHEET L-101

MATCHLINE: SEE SHEET L-103

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

NOTES:
1. SEE SHEET L-150 FOR LANDSCAPE SPECIFICATIONS.
2. SEE SHEET L-151 FOR LANDSCAPE DETAILS.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL
	IA	14	ILEX X ATTENUATA `EAGLESTON`	EAGLESTON HOLLY	FG	3.5" CAL. MIN (2.5" DBH MIN)
	LI	11	LAGERSTROEMIA INDICA `NATCHEZ`	NATCHEZ CRAPE MYRTLE	FG	3.5" CAL. MIN (2.5" DBH MIN) O.A. / MULTI-STEM TRUNK
	LJ	5	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	FG	3.5" CAL. MIN (2.5" DBH MIN) O.A. / MULTI-STEM TRUNK
	MG	30	MAGNOLIA GRANDIFLORA `BBB`	BRACKEN`S SOUTHERN MAGNOLIA	FG	3.5" CAL. MIN (2.5" DBH MIN)
	QV	60	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	FG	3.5" CAL. MIN (2.5" DBH MIN)
	SP	33	SABAL PALMETTO	CABBAGE PALMETTO	FG	HARDENED OFF, FULLY REGENERATED
	UA	24	ULMUS ALATA	WINGED ELM	FG	3.5" CAL. MIN (2.5" DBH MIN)

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE
	HAM	201	HAMELIA PATENS	FIREBUSH	7 GAL	24" HT MIN
	MYR	402	MYRCIANTHES FRAGRANS	SIMPSON`S STOPPER	7 GAL	24" HT MIN
	VIB	404	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL	24" HT MIN
	VOS	125	VIBURNUM OBOVATUM	WALTER`S VIBURNUM	7 GAL	24" HT MIN

	CONCEPT SHRUB AREA 3 GALLON MIN., 18" HT. MIN. HAMELIA PATENS `DWARF` / DWARF FIREBUSH LIRIOPE MUSCARI `SUPER BLUE` / SUPER BLUE LILYTURF MUHLENBERGIA CAPILLARIS `GULF COAST` / GULF COAST MUHLY ZAMIA FLORIDANA / COONTIE DURANTA ERECTA `CUBAN GOLD` / CUBAN GOLD DURANTA JUNIPERUS CONFERTA / BLUE PACIFIC JUNIPER -	15,581 SF
	ROCK MULCH -	798 SF

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED LANDSCAPE ARCHITECT
CHRISTOPHER D. CIANFAGLIONE
LA6667207
STATE OF FLORIDA
REGISTERED
DATE: 12/22/2020

KHA PROJECT	046265017
DATE	DEC 2020
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	CDC

LANDSCAPE PLAN

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
L-102

Plotted By:Arens Austin Sheet Set:046265017 – Project Sunshine Layout:L-102 LANDSCAPE PLAN December 02, 2020 05:06:06pm K:\SAR_LRG\046265017 – DMDB Project Sunshine\CAD\PlanSheets\L-1 LANDSCAPE PLAN.dwg
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MATCHLINE: SEE SHEET L-102

MATCHLINE: SEE SHEET L-104

SOD (TYP)

8' SECURITY FENCE (TYP)

EXISTING TREE TO REMAIN (TYP)

WETLAND BUFFER (TYP)

25'

BUFFER 4: BUFFER REQUIREMENTS MET THROUGH EXISTING VEGETATION

WETLAND

POND B
DRY DETENTION POND

N89°54'24"W 1861.13

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

NOTES:
1. SEE SHEET L-150 FOR LANDSCAPE SPECIFICATIONS.
2. SEE SHEET L-151 FOR LANDSCAPE DETAILS.

SYMBOL KEY

TREES	CODE	COMMON NAME
	IA	EAGLESTON HOLLY
	LI	NATCHEZ CRAPE MYRTLE
	LJ	JAPANESE PRIVET
	MG	BRACKEN'S SOUTHERN MAGNOLIA
	QV	SOUTHERN LIVE OAK
	SP	CABBAGE PALMETTO
	UA	WINGED ELM

SHRUBS	CODE	COMMON NAME
	HAM	FIREBUSH
	MYR	SIMPSON'S STOPPER
	VIB	SWEET VIBURNUM
	VOS	WALTER'S VIBURNUM

CONCEPT SHRUB AREA
3 GALLON MIN., 18" HT. MIN.
HAMELIA PATENS 'DWARF' / DWARF FIREBUSH
LIRIOPE MUSCARI 'SUPER BLUE' / SUPER BLUE LILYTURF
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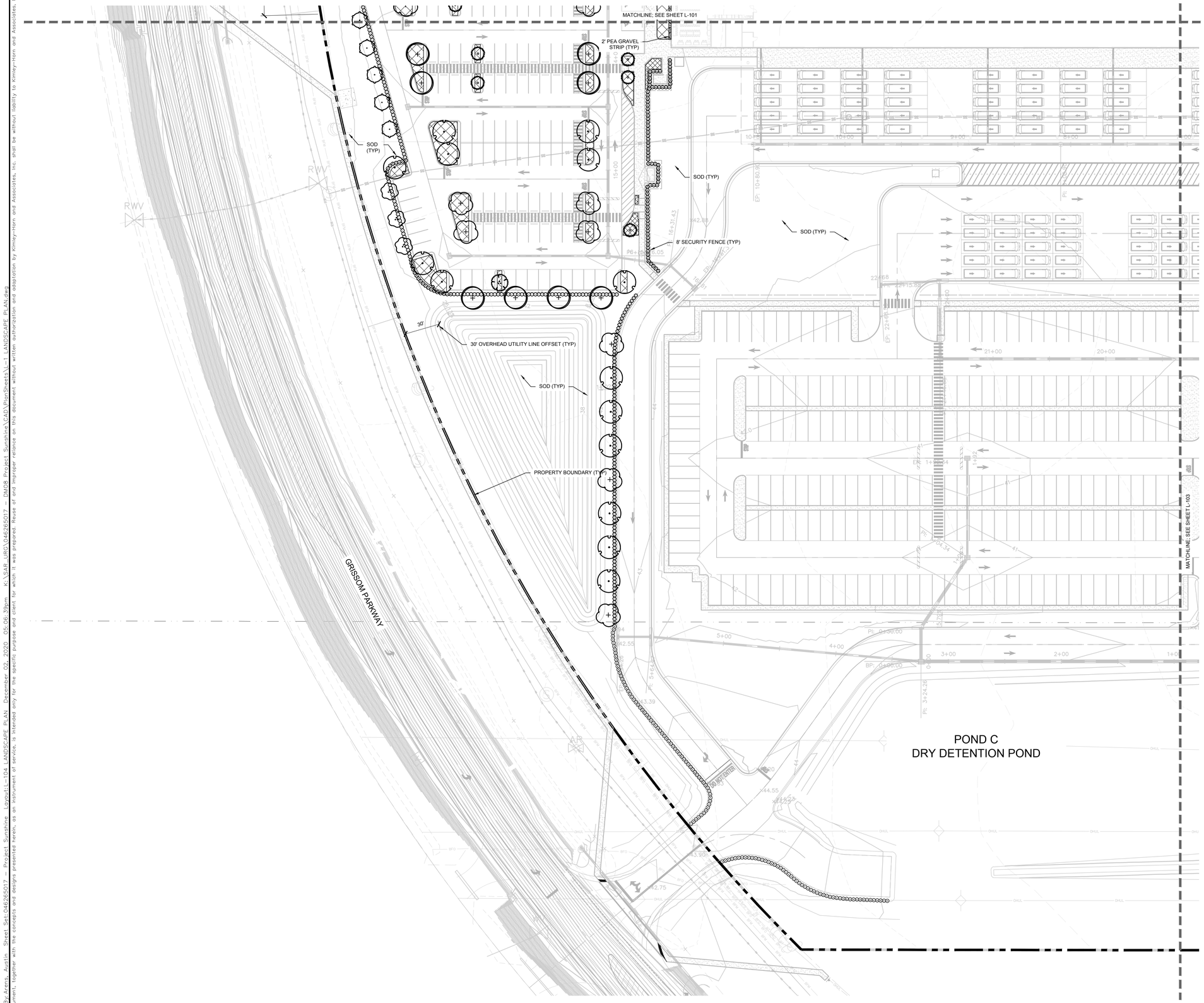
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LANDSCAPE PLAN

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
L-104

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LANDSCAPE SPECIFICATIONS

1. SCOPE OF WORK

1.1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THESE PLANS.

1.2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

1.3. WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS.

2. PROTECTION OF EXISTING AND PROPOSED SITE ELEMENTS

2.1. PROTECT ALL EXISTING SITE ITEMS, ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S WORK SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

2.2. MAINTAIN ALL NECESSARY BMP DEVICES THROUGHOUT THE DURATION OF ALL CONSTRUCTION ACTIVITIES.

2.3. WHERE APPLICABLE, SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE APPROPRIATE REGULATORY AGENCY STANDARDS UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, INDEX 102-600.

2.4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO CONSTRUCTION ACTIVITIES. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UTILITIES IS APPROXIMATE. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR; REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING WHEN ANY CONFLICT BETWEEN UTILITIES AND THESE PLANS EXIST PRIOR TO PLANTING.

2.5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO PLANT MATERIAL EXISTING OR OTHERWISE. THIS SHALL INCLUDE COMPACTION AND SPILLING OF ANY DELETERIOUS MATERIALS WITHIN THE DRIP-LINE OF EXISTING TREES TO REMAIN. PLANT MATERIAL KILLED OR DAMAGED THAT IS MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED WITH LIKE SIZE AND KIND TO THE SATISFACTION OF THE OWNER OR REGULATORY AGENCY AT THE COST TO THE CONTRACTOR.

2.6. SEE TREE MITIGATION PLAN AND NOTES, IF APPLICABLE.

3. SUBMITTALS

3.1. SUBMIT MATERIAL SAMPLES LISTED BELOW FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) GALLON PLASTIC BAG
SOIL MIXTURE	ONE (1) GALLON PLASTIC BAG
PLANTS	ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

3.2. SUBMIT TESTING RESULTS OF SOIL MIXTURE AS PER SECTION 6 BELOW.

4. PLANT MATERIALS

4.1. ALL PLANT MATERIAL SHALL CONFORM TO THE SPECIFICATIONS INDICATED ON THE DRAWINGS AND SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE LANDSCAPE ARCHITECT AND OWNER.

4.2. ALL TREE SPECIES INSTALLED SHALL BE MATCHED IN SIZE AND SHAPE UNLESS NOTED OTHERWISE.

4.3. PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, UPON DELIVERY TO THE SITE, DURING PROGRESS OF THE WORK AND/OR AFTER COMPLETION. REJECTED PLANTS SHALL BE REMOVED AND REPLACED IMMEDIATELY.

5. DIGGING AND HANDLING

5.1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. NO PLANT MATERIAL SHALL BE HANDLED BY STEMS.

6. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

6.1. TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:

6.2. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

6.3. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.

6.4. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.

6.5. PLANT TREES IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

7. WATER

7.1. PROVIDE WATER NECESSARY FOR PLANTING ESTABLISHMENT AND MAINTENANCE. WATER SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS.

7.2. WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

8. FERTILIZER

8.1. PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

8.2. FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

9. MULCH

9.1. MOISTEN MULCH MATERIAL AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A MINIMUM DEPTH OF THREE (3) INCHES. CONTRACTOR SHALL CLEAR MULCH FROM WITHIN A SIX (6) INCH RADIUS AROUND TRUNK / STEM FLARE. MULCH SHALL BE SHREDDED, UNDYED MELALEUCA "FLORIMULCH" MULCH.

9.2. PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH PLANTING BED AND TREE RING (SIX (6) FOOT DIAMETER MINIMUM).

10. CONTAINER GROWN STOCK

10.1. CONTAINER GROWN PLANTS SHALL HAVE BEEN GROWN IN IT'S CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

10.2. INSUFFICIENT OR POORLY STRUCTURED ROOT SYSTEMS ARE NOT ACCEPTABLE AND WILL BE REJECTED.

10.3. ROOTS PLUS GROWER (RPG) PRODUCTS SHALL BE USED WHERE SPECIFIED.

11. MATERIALS LIST

11.1. ALL QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. CONTRACTOR SHALL CONFIRM ALL QUANTITIES PER PLAN PRIOR TO BIDDING AND CONSTRUCTION.

12. FINE GRADING

12.1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING WHICH CONSISTS OF FINAL FINISHED GRADING (INCLUDING ADDITIONAL SOIL MIXTURE AS NEEDED) FOR LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. FINISH GRADE SHALL ACCOUNT FOR THICKNESS OF SOD AND/OR MULCH DEPTH.

12.2. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

13. PLANTING PROCEDURES

13.1. CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. REMOVE ALL MORTAR, CEMENT, AND TOXIC MATERIAL FROM THE SURFACE OF ALL PLANT BEDS. DO NOT MIX THESE MATERIALS WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.

13.2. LOCATE, MAINTAIN AND PROTECT ALL UTILITIES ABOVE AND BELOW GROUND. CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

13.3. NOTIFY LANDSCAPE ARCHITECT IN WRITING IMMEDIATELY IF CONFLICT(S) EXIST WITH PROPOSED TREE LOCATIONS AND EXISTING OVERHEAD POWER LINES IN ACCORDANCE WITH SETBACK REQUIREMENTS OF FPL'S "RIGHT TREE, RIGHT PLACE" PROGRAM. CONSULT THE UNIVERSITY OF FLORIDA'S "TREES AND POWER LINE" WEBSITE FOR TREE SIZE CATEGORIES.

13.4. NOTIFY LANDSCAPE ARCHITECT IN WRITING IMMEDIATELY IF CONFLICT(S) EXIST WITH PROPOSED TREE LOCATIONS AND EXISTING / PROPOSED LIGHT POLES. TREES INSTALLED IN CONFLICT WITH LIGHT POLES ARE SUBJECT TO RELOCATION AT THE EXPENSE OF THE CONTRACTOR.

13.5. REMOVE ALL EXISTING AND IMPORTED DELETERIOUS MATERIAL AND SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE AS NEEDED WITH CLEAN SOIL MIXTURE.

13.6. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.

13.7. EXCAVATE ALL PLANTING PITS IN ACCORDANCE WITH LANDSCAPE DETAILS PROVIDED. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. IF POOR DRAINAGE EXISTS, NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IN WRITING. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. CONTRACTOR SHALL ENSURE ELIMINATION OF ALL AIR POCKETS AROUND ROOTS.

13.8. SET TREES AND SHRUBS STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).

13.9. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM UPPER ONE THIRD (1/3) OF ROOT BALLS.

13.10. ALL SUCKER GROWTH AND BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT IN ACCORDANCE WITH ANSI A-300.

13.11. SHRUBS AND GROUND COVER PLANTS SHALL BE SPACED IN ACCORDANCE WITH THE DRAWINGS, LANDSCAPE DETAILS AND AS INDICATED ON THE PLANT LIST.

13.12. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN A PLUMB AND UPRIGHT POSITION.

13.13. FAILURE TO FOLLOW THE ABOVE PLANTING PROCEDURE SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

14. LAWN SODDING

14.1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING NECESSARY TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

14.2. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS TO A MINIMUM DEPTH OF THREE (3) INCHES. PROVIDE ONE (1) INCH OF TOPSOIL ACROSS ENTIRE LAWN BED AND MIX THROUGHLY INTO TOP FOUR (4) INCHES OF SOIL TO BRING THE GROUND TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL TOPSOIL AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

14.3. HAND RAKE LAWN BED UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

14.4. SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

14.5. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

14.6. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS.

14.7. IMMEDIATELY FOLLOWING SOD LAYING, ROLL LAWN AREAS WITH A LAWN ROLLER AND THEN THOROUGHLY IRRIGATED.

14.8. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

14.9. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY EXCESSIVE HEAT AND MOISTURE.

14.10. WITHIN THE CONTRACT LIMITS, PRODUCE AND MAINTAIN A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

15. CLEANUP

15.1. UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

16. PLANT MATERIAL MAINTENANCE

16.1. ALL PLANT MATERIAL SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) AS NECESSARY TO INSURE HEALTHY AND VIGOROUS GROWING CONDITIONS BY THE CONTRACTOR UPON DELIVERING TO THE SITE AND UNTIL FINAL ACCEPTANCE OF WORK.

17. FINAL INSPECTION AND ACCEPTANCE OF WORK

17.1. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE PER MANUFACTURER RECOMMENDATIONS. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

17.2. PROVIDE WATERING/IRRIGATION SCHEDULE FOR ALL PLANT MATERIAL TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

17.3. UPON COMPLETION OF ALL WORK, A FINAL INSPECTION SHALL BE PERFORMED BY THE OWNER AND/OR OWNER'S REPRESENTATIVE. ALL PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT SHALL BE INSPECTED FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS. ANY ITEMS FOUND TO NOT BE IN COMPLIANCE SHALL BE CORRECTED AT THE COST OF THE CONTRACTOR.

18. WARRANTY

18.1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION AND ACCEPTANCE OF THE WORK BY THE OWNER AND/OR OWNER'S REPRESENTATIVE.

18.2. ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION THROUGHOUT THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED, PLANTED AND MULCHED AS SPECIFIED AT NO ADDITIONAL COST TO THE OWNER. ANY REPLACED PLANT MATERIAL SHALL BE SUBJECT TO A NEW ONE (1) YEAR WARRANTY.

18.3. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE AND IRRIGATION MAINTENANCE, THE CONTRACTOR SHOULD VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER. CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH.

19. ABBREVIATIONS

B&B -	BALLED AND BURLAPPED
BR -	BARE ROOT
CAL -	CALIPER
CT -	CLEAR TRUNK
DBH -	DIAMETER AT BREAST HEIGHT
FG -	FIELD GROWN
FTG -	FULL TO GROUND
GW -	GREY WOOD
HO -	HARDENED OFF
OA -	OVERALL HEIGHT
RPG -	ROOTS PLUS GROWER

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702 CA 00000696
WWW.KIMLEY-HORN.COM

LICENSED PROFESSIONAL LANDSCAPE ARCHITECT CHRISTOPHER D. CANFAGLIONE LA6667207 STATE OF FLORIDA REGISTERED
DATE: 12/22/2020

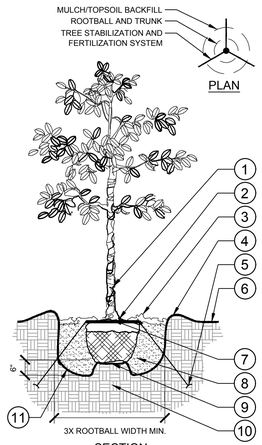
KHA PROJECT	046265017
DATE	DEC 2020
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	CDC

LANDSCAPE SPECIFICATIONS

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
L-150

Plotted By: Ares, Austin Sheet Set: 046265017 — Project Sunshine Layout: L-150 LANDSCAPE SPECIFICATIONS December 02, 2020 05:06:41pm K:\SAR_URB\046265017 — DMOB Project Sunshine\CAD\PlotSheets\L-1 LANDSCAPE PLAN.dwg
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1. TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT.
2. 6" DIA. CLEAR OF MULCH AT TRUNK FLARE.
3. 3" MINIMUM MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.
4. 4" HIGH BERM, FIRMLY COMPACTED.
5. ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
6. FINISHED GRADE. (SEE GRADING PLAN)
7. TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
8. PREPARED PLANTING SOIL AS SPECIFIED.
9. TOP OF ROOTBALL SHALL BE 1" ABOVE FINISHED GRADE. ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.
10. UNDISTURBED NATIVE SOIL.
11. SCARIFY BOTTOM AND SIDES OF PLANTING PIT.

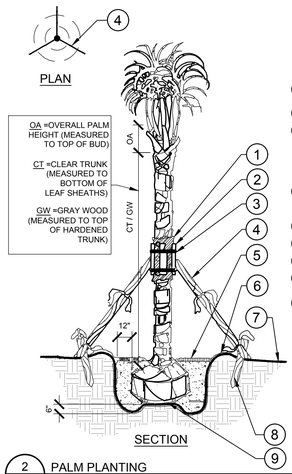
NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI A-300.

1 L-151 TREE PLANTING — SECTION / PLAN — NTS — 146-265-017-02



1. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
2. FIVE 2" X 4" X 18" WOOD BATTENS.
3. SECURE BATTENS WITH 2- 3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
4. (3) 2"X4"X8' SUPPORTS. NAIL (DRILL AN NAIL IF NECESSARY) TO BATTENS AND 2" 4" STAKES. STAIN DARK BROWN.
5. 3" SPECIFIED MULCH
6. BERM SOIL TO HOLD WATER.
7. FINISH GRADE
8. 2X4X24" (MIN) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES.
9. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES).

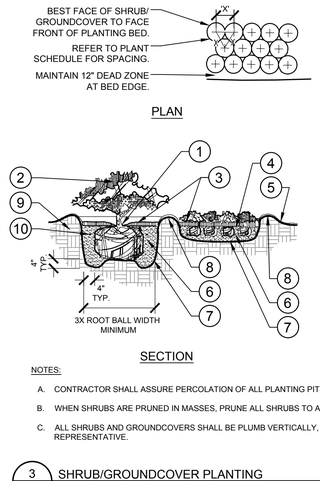
NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. ALL TREE STAKING IS TO BE WITHIN MULCH BED AREA OUTSIDE TREE PIT.

C. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION - REFER TO POOR DRAINAGE CONDITION DETAIL.

2 L-151 PALM PLANTING — SECTION / PLAN — NTS — 146-265-017-12



1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH LAYER AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES) NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
7. SCARIFY OF PLANTING PIT SIDES AND BOTTOM.
8. 4" HIGH BERM FIRMLY COMPACTED.
9. UNDISTURBED NATIVE SOIL.
10. FERTILIZER TABLETS (MAX 3" DEEP)

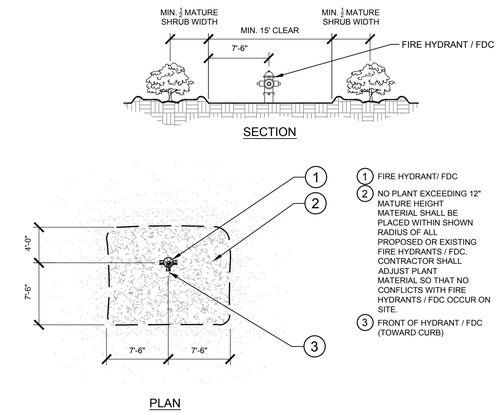
NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

3 L-151 SHRUB/GROUNDCOVER PLANTING — SECTION / PLAN — NTS — 146-265-017-04



1. FIRE HYDRANT/ FDC
2. NO PLANT EXCEEDING 12" MATURE HEIGHT MATERIAL SHALL BE PLACED WITHIN SHOWN RADIUS OF ALL PROPOSED OR EXISTING FIRE HYDRANTS / FDC. CONTRACTOR SHALL ADJUST PLANT MATERIAL SO THAT NO CONFLICTS WITH FIRE HYDRANTS / FDC OCCUR ON SITE.
3. FRONT OF HYDRANT / FDC (TOWARD CURB)

4 L-151 SHRUB PLANTING AT FIRE HYDRANT / FIRE DEPARTMENT CONNECTION — SECTION / PLAN — NTS — 146-265-017-08

NOTES:

1. CLEAR ZONE: 36" MIN. FROM BUILDING TO CENTER OF NEAREST SHRUB.
2. INSTALL SPECIFIED MULCH: 24" MIN. FROM BUILDING. SPECIFIED MULCH TO BE INSTALLED AT A DEPTH OF 3" (MIN.)

5 L-151 PLANTINGS ADJACENT TO BUILDINGS WITH STONE MULCH — SECTION — NTS — 146-265-017-16

1. 24" DEEP APPROVED PLANTING MIX. SEE NOTES A-C.
2. ALL ISLANDS AND LANDSCAPE AREAS SHALL BE FINE GRADED AND SLOPED TO DRAIN. REFER TO GRADING PLANS.
3. CLEAR ZONE: 36" MIN. FROM BACK OF CURB / HARDSCAPE AREA TO CENTER OF NEAREST SHRUB. CLEAR ZONE SHALL CONTAIN 3" CONTINUOUS MULCH, GROUNDCOVER, OR TURF. SEE LANDSCAPE PLANS.
4. 2" MAX VERTICAL CLEARANCE, TOP OF CURB / HARDSCAPE TO TOP OF MULCH.
5. 3" MIN MULCH AS SPECIFIED, REFER TO GENERAL LANDSCAPE NOTES.

NOTES:

A. EXCAVATE A CONTINUOUS 24" DEEP PIT (FROM TOP OF CURB / HARDSCAPE) FOR ENTIRE LENGTH AND WIDTH OF ISLAND / PLANTER AND BACKFILL WITH APPROVED PLANTING MIX. SEE GENERAL LANDSCAPE NOTES.

B. PROTECT AND RETAIN ALL BASE MATERIAL, AND COMPACTED SUBGRADE BELOW CURBS AND HARDSCAPE FOR STRUCTURAL SUPPORT OF CURB / HARDSCAPE (TYP).

C. ALL ISLANDS / PLANTERS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR OR LESS. CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING PLANTING PITS TO ENSURE ADEQUATE DRAINAGE.

6 L-151 PLANTED PARKING LOT ISLANDS/MEDIANS — SECTION — NTS — 146-265-017-05

1. INSTALL CONTINUOUS MULCH BED ADJACENT TO PARKING SPACES AS SHOWN. MULCH SHALL BE MIN. 3" DEEP. NO POP-UP IRRIGATION HEADS SHALL BE LOCATED WITHIN 24" OF A PARKING SPACE ON ANY SIDE.
2. CURB / PARKING LOT EDGE.

7 L-151 PARKING SPACE/CURB PLANTING — SECTION — NTS — 146-265-017-07

1. FINISH GRADE (SEE GRADING PLANS).
2. BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED.
3. FILTER CLOTH, MIRAFI 500X OR BETTER.
4. SLOPE BOTTOM TO DRAIN.
5. AUGURED HOLE Ø ±18" PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE PROPER PERCOLATION.
6. BACKFILL WITH 1/2" - 3/4" GRAVEL TO REQUIRED DEPTH THROUGH OCCLUDING LAYER TO ASSURE PROPER PERCOLATION.
7. WATER TABLE. (DEPTH VARIES)
8. UNDISTURBED NATIVE SOIL.
9. SET ROOTBALL ON UNDISTURBED STABLE SUBSOIL SO THAT TOP OF ROOT BALL IS 1" ABOVE FINISHED GRADE.

NOTES:

A. THIS DETAIL SHALL BE IMPLEMENTED WHERE PERCOLATION RATES ARE 2" PER HOUR OR LESS.

B. CONTRACTOR TO PERFORM PERCOLATION TEST AS REQUIRED. AND NOTIFY OWNER/LANDSCAPE ARCHITECT.

C. SEE TYPICAL TREE PLANTING DETAIL THIS SHEET FOR PLANT STAKING.

8 L-151 POOR DRAINAGE CONDITION — SECTION / PLAN — NTS — 146-265-017-10

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REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT CHRISTOPHER D. CANFAGLIONE LA6667207 STATE OF FLORIDA
12/22/2020

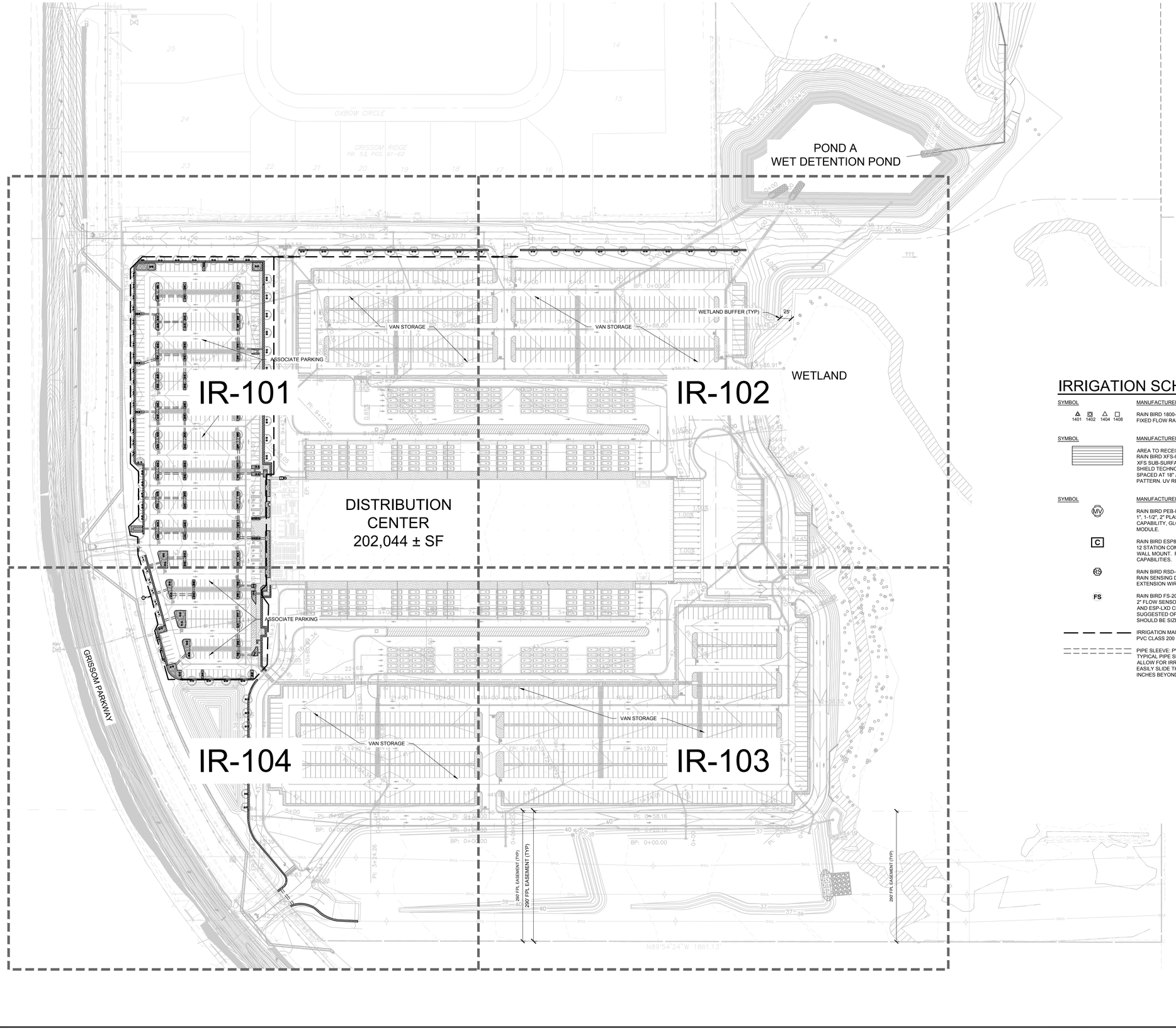
KHA PROJECT 046265017
DATE DEC 2020
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY CDC

LANDSCAPE DETAILS

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
L-151

Plotted By:Arens Austin Sheet Set:046265017 - Project Sunshine \Layout\L-151 LANDSCAPE DETAILS December 02, 2020 05:06:44pm K:\SAR_URG\046265017 - Project Sunshine\CAD\PlanSheets\L-1 LANDSCAPE PLAN.dwg
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IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
1401 1402 1404 1408	RAIN BIRD 1800-1400 FLOOD 1401 FIXED FLOW RATE (0.25-2.0GPM), FULL CIRCLE BUBBLER, 1/2" FIPT.	354	20

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFS-09-18 XFS SUB-SURFACE PRESSURE COMPENSATING DRIPLINE W/COPPER SHIELD TECHNOLOGY. 0.9 GPH EMITTERS AT 18" O.C. LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV RESISTANT. SPECIFY XF INSERT FITTINGS.	27,694 S.F.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
MV	RAIN BIRD PEB-PRS-D 2" 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION. WITH PRESSURE REGULATOR MODULE.	1
C	RAIN BIRD ESP8LXMEF WITH (01) ESPLXMSM4 12 STATION COMMERCIAL CONTROLLER. MOUNTED ON A PLASTIC WALL MOUNT. FLOW SENSING AND WATER MANAGEMENT CAPABILITIES.	1
RSD	RAIN BIRD RSD-CEX RAIN SENSING DEVICE, CONDUIT MOUNT. WITH THREADED ADAPTER, EXTENSION WIRE.	1
FS	RAIN BIRD FS-200-P (2) 2" FLOW SENSOR FOR USE WITH RAIN BIRD MAXICOM, SITECONTROL, AND ESP-LXD CENTRAL CONTROL SYSTEMS. PLASTIC (PVC) MODEL. SUGGESTED OPERATING RANGE OF 10.0 GPM TO 200.0 GPM. SENSORS SHOULD BE SIZED FOR FLOW RATHER THAN PIPE SIZE.	1
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 PVC CLASS 200 IRRIGATION PIPE.	3,007 L.F.
	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING FOR CONSTRUCTION.	1,761 L.F.

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LICENSED LANDSCAPE ARCHITECT CHRISTOPHER D. CANFAGLIONE LA6667207 STATE OF FLORIDA 12/22/2020

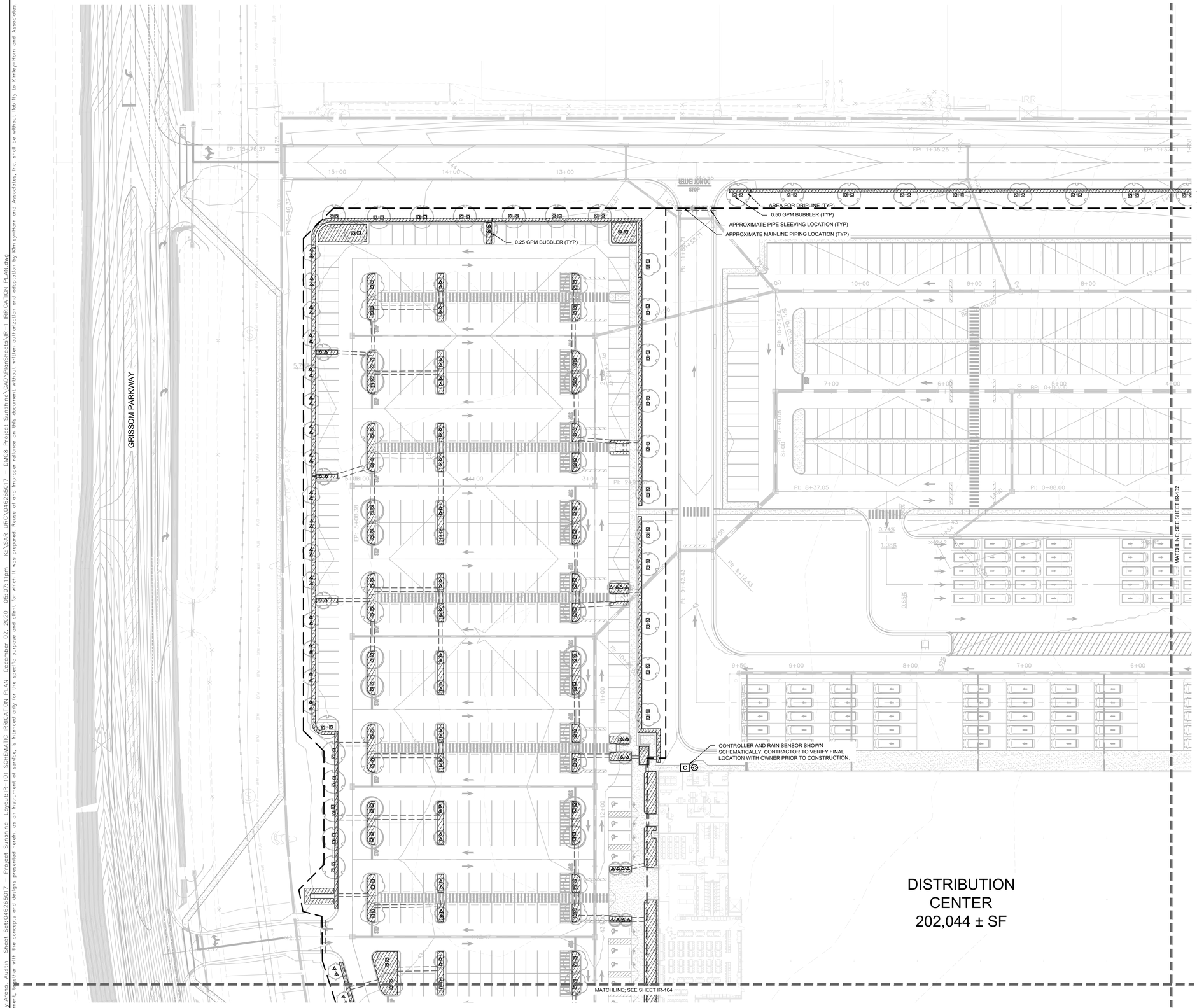
KHA PROJECT	046265017
DATE	DEC 2020
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	CDC

OVERALL SCHEMATIC IRRIGATION PLAN

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
IR-100

Plotted By: Acens, Austin Sheet Set: 046265017 – Project Sunshine Layout: IR-100 OVERALL SCHEMATIC IRRIGATION PLAN December 02, 2020 05:06:56pm K:\SAR_LIBRO\046265017 – DMOS Project Sunshine\CAD\PlotSheets\IR-1 IRRIGATION PLAN.dwg
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NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

NOTES:
1. SEE SHEET L-150 FOR LANDSCAPE SPECIFICATIONS.
2. SEE SHEET L-151 FOR LANDSCAPE DETAILS.

IRRIGATION SYMBOL KEY

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
1401 1402 1404 1408	RAIN BIRD 1800-1400 FLOOD 1401 FIXED FLOW RATE (0.25-2.0GPM), FULL CIRCLE BUBBLER, 1/2" FIPT.
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFS-09-18 XFS SUB-SURFACE PRESSURE COMPENSATING DRIPLINE W/COPPER SHIELD TECHNOLOGY. 0.9 GPH EMITTERS AT 18" O.C. LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV RESISTANT. SPECIFY XF INSERT FITTINGS.
MV	RAIN BIRD PEB-PRS-D 2" 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION. WITH PRESSURE REGULATOR MODULE.
C	RAIN BIRD ESP8LXMEF WITH (01) ESPLXMSM4 12 STATION COMMERCIAL CONTROLLER. MOUNTED ON A PLASTIC WALL MOUNT. FLOW SENSING AND WATER MANAGEMENT CAPABILITIES.
RSD	RAIN BIRD RSD-CEX RAIN SENSING DEVICE, CONDUIT MOUNT. WITH THREADED ADAPTER, EXTENSION WIRE.
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	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 PVC CLASS 200 IRRIGATION PIPE.
	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING FOR CONSTRUCTION.

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PHONE: 863-701-8702
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LUCIANO CANEGLIONE REGISTERED LANDSCAPE ARCHITECT LUCIANO CANEGLIONE LA6667207 STATE OF FLORIDA
DATE: 12/2/2020

KHA PROJECT 046265017
DATE DEC 2020
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY CDC

SCHEMATIC IRRIGATION PLAN

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES

COCOA FL

SHEET NUMBER
IR-101

Plotted By: Arens, Austin Sheet Set:046265017 – Project Sunshine Layout:IR-101 SCHEMATIC IRRIGATION PLAN December 02, 2020 05:07:11pm K:\SAR_JAX\046265017 – PROJECT SUNSHINE\CAD\PlanSheets\IR-1 IRRIGATION PLAN.dwg
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POND A
WET DETENTION POND

PROPERTY BOUNDARY (TYP)

AREA FOR DRIPLINE (TYP)
0.50 GPM BUBBLER (TYP)

APPROXIMATE PIPE SLEEVING LOCATION (TYP)

APPROXIMATE MAINLINE PIPING LOCATION (TYP)

WETLAND BUFFER (TYP)

25'

WETLAND

WETLAND BUFFER (TYP)

DISTRIBUTION
CENTER
202,044 ± SF

MATCHLINE: SEE SHEET IR-101

MATCHLINE: SEE SHEET IR-103

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

NOTES:
1. SEE SHEET L-150 FOR LANDSCAPE SPECIFICATIONS.
2. SEE SHEET L-151 FOR LANDSCAPE DETAILS.

IRRIGATION SYMBOL KEY

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
1401 1402 1404 1408	RAIN BIRD 1800-1400 FLOOD 1401 FIXED FLOW RATE (0.25-2.0GPM), FULL CIRCLE BUBBLER, 1/2" FIPT.
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SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
MV	RAIN BIRD PEB-PRS-D 2" 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY. GLOBE CONFIGURATION. WITH PRESSURE REGULATOR MODULE.
C	RAIN BIRD ESP8LXMEF WITH (01) ESPLXMSM4 12 STATION COMMERCIAL CONTROLLER. MOUNTED ON A PLASTIC WALL MOUNT. FLOW SENSING AND WATER MANAGEMENT CAPABILITIES.
RS	RAIN BIRD RSD-CEX RAIN SENSING DEVICE, CONDUIT MOUNT. WITH THREADED ADAPTER, EXTENSION WIRE.
FS	RAIN BIRD FS-200-P (2) 2" FLOW SENSOR FOR USE WITH RAIN BIRD MAXICOM, SITECONTROL, AND ESP-LXD CENTRAL CONTROL SYSTEMS. PLASTIC (PVC) MODEL. SUGGESTED OPERATING RANGE OF 10.0 GPM TO 200.0 GPM. SENSORS SHOULD BE SIZED FOR FLOW RATHER THAN PIPE SIZE.
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 PVC CLASS 200 IRRIGATION PIPE.
	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING FOR CONSTRUCTION.

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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL LANDSCAPE ARCHITECT
CHRISTOPHER D. CIANFAGLIONE
LA6667207
STATE OF FLORIDA
REGISTERED
DATE: 12/7/2020

KHA PROJECT	046265017
DATE	DEC. 2020
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	CDC

SCHEMATIC IRRIGATION PLAN

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES

COCOA FL

SHEET NUMBER
IR-102

Plotted By: Arens, Austin Sheet Set:046265017 – Project Sunshine Layout:IR-102 SCHEMATIC IRRIGATION PLAN December 02, 2020 05:07:25pm K:\SAR_LRG\046265017 – PMDR Project Sunshine\CAD\PlanSheet\IR-1 IRRIGATION PLAN.dwg
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MATCHLINE; SEE SHEET IR-102

MATCHLINE; SEE SHEET IR-104

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

WETLAND BUFFER (TYP)

25'

WETLAND

POND B
DRY DETENTION POND

290' FPL EASEMENT (TYP)

290' FPL EASEMENT (TYP)

290' FPL EASEMENT (TYP)

N89°54'24"W 1861.13'

IRRIGATION SYMBOL KEY

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
1401 1402 1404 1408	RAIN BIRD 1800-1400 FLOOD 1401 FIXED FLOW RATE (0.25-2.0GPM), FULL CIRCLE BUBBLER, 1/2" FIPT.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFS-09-18 XFS SUB-SURFACE PRESSURE COMPENSATING DRIPLINE W/COPPER SHIELD TECHNOLOGY. 0.9 GPH EMITTERS AT 18" O.C. LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV RESISTANT. SPECIFY XF INSERT FITTINGS.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
MV	RAIN BIRD PEB-PRS-D 2" 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY. GLOBE CONFIGURATION. WITH PRESSURE REGULATOR MODULE.
C	RAIN BIRD ESP8LXMEF WITH (01) ESPLXMSM4 12 STATION COMMERCIAL CONTROLLER. MOUNTED ON A PLASTIC WALL MOUNT. FLOW SENSING AND WATER MANAGEMENT CAPABILITIES.
RS	RAIN BIRD RSD-CEX RAIN SENSING DEVICE, CONDUIT MOUNT. WITH THREADED ADAPTER, EXTENSION WIRE.
FS	RAIN BIRD FS-200-P (2) 2" FLOW SENSOR FOR USE WITH RAIN BIRD MAXICOM, SITECONTROL, AND ESP-LXD CENTRAL CONTROL SYSTEMS. PLASTIC (PVC) MODEL. SUGGESTED OPERATING RANGE OF 10.0 GPM TO 200.0 GPM. SENSORS SHOULD BE SIZED FOR FLOW RATHER THAN PIPE SIZE.
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 PVC CLASS 200 IRRIGATION PIPE.
	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING FOR CONSTRUCTION.

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

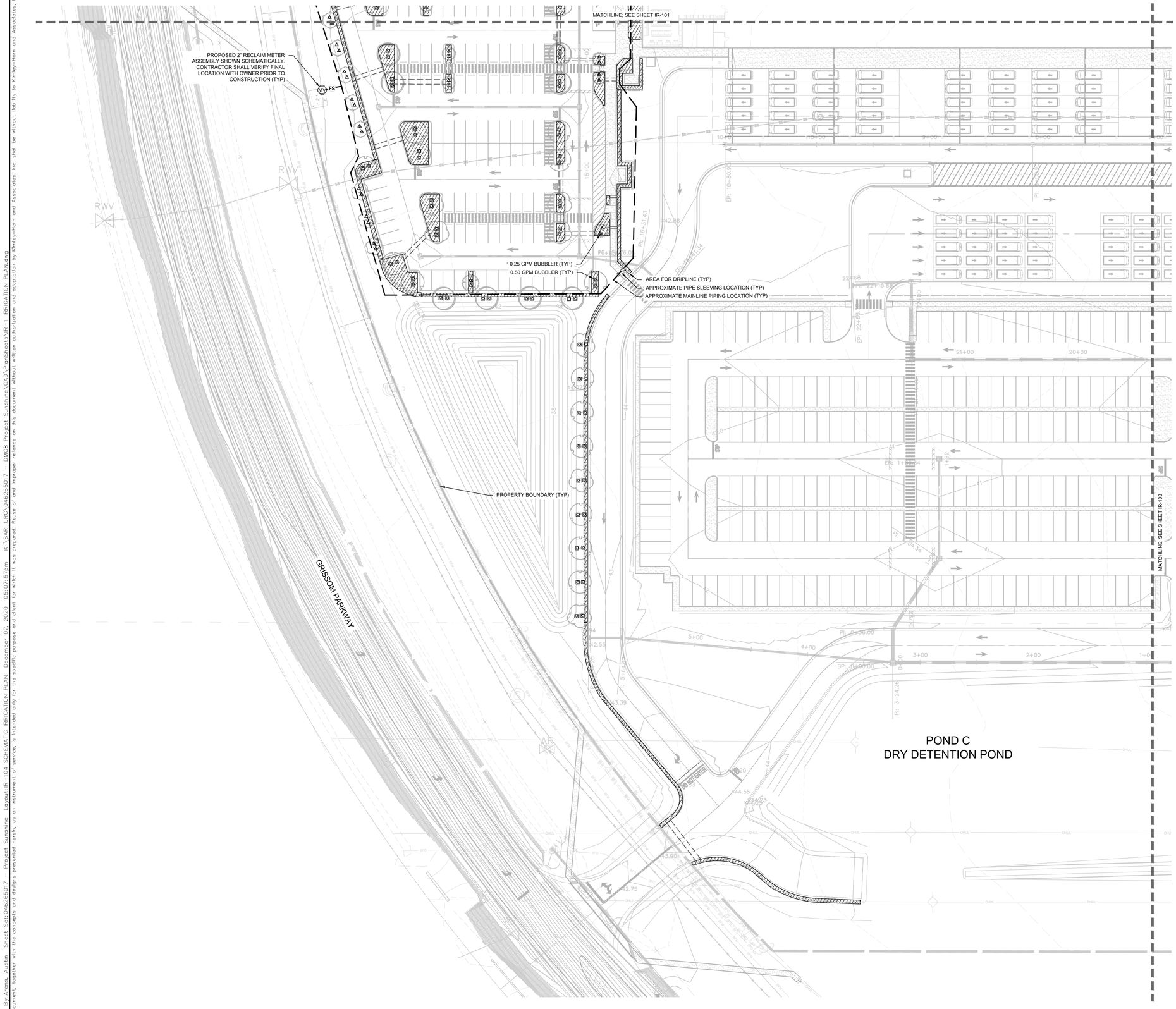
LUCIANO CHRISTOPHER GAGLIONE LICENSED LANDSCAPE ARCHITECT LA6667207 STATE OF FLORIDA
DATE: 12/2/2020

KHA PROJECT	046265017
DATE	DEC 2020
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	CDC

SCHEMATIC IRRIGATION PLAN

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
IR-103





GRAPHIC SCALE IN FEET
0 20 40 80

IRRIGATION SYMBOL KEY

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
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Kimley»Horn
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116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL LANDSCAPE ARCHITECT CHRISTOPHER D. CIANFAGLIONE LA6667207 STATE OF FLORIDA
DATE: 12/7/2020

KHA PROJECT	046265017
DATE	DEC 2020
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	KHA
CHECKED BY	CDC

SCHEMATIC IRRIGATION PLAN

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
COCOA FL

SHEET NUMBER
IR-104

Plotted By: Ares, Austin Sheet Set: 046265017 – Project Sunshine Layout: IR-104 SCHEMATIC IRRIGATION PLAN December 02, 2020 05:07:57pm K:\SAR_IRG\046265017 – PROJECT SUNSHINE\Irrigation\CAD\PlanSheets\IR-1 IRRIGATION PLAN.dwg
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IRRIGATION SPECIFICATIONS

1. SCOPE OF WORK

1.1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THESE PLANS.

1.2. INSTALL THE IRRIGATION SYSTEM TO PROVIDE 100% UNIFORM COVERAGE INCLUDING ANY CHANGES MADE IN THE LAYOUT DUE TO FIELD CONDITIONS. ALL FIELD CHANGES SHALL BE IN ACCORDANCE WITH THESE PLANS. ANY SYSTEMS THAT REQUIRE FIELD ADJUSTMENT TO PROVIDE FULL AND UNIFORM COVERAGE SHALL BE MADE PRIOR TO FINAL ACCEPTANCE AT THE DIRECTION OF THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST.

1.3. SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF OPERATIONS ON-SITE. SEND COPIES OF THE PERMIT(S) TO THE OWNER'S REPRESENTATIVE. FOR WORK LOCATED IN THE R.O.W., CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE AGENCY HAVING JURISDICTION.

1.4. WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS.

2. PROTECTION OF EXISTING AND PROPOSED SITE ELEMENTS

2.1. ALL EXISTING SITE ITEMS, ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S WORK SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

2.2. MAINTAIN ALL NECESSARY BMP DEVICES THROUGHOUT THE DURATION OF ALL CONSTRUCTION ACTIVITIES.

2.3. WHERE APPLICABLE, SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE APPROPRIATE REGULATORY AGENCY STANDARDS UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, INDEX 102-600.

2.4. LOCATE ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO CONSTRUCTION ACTIVITIES. THE INFORMATION AND DATA SHOWN WITH RESPECT TO UTILITIES IS APPROXIMATE. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR; REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; AND REPAIRING ANY DAMAGE RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION. NOTIFY THE LANDSCAPE ARCHITECT IN WRITING WHEN ANY CONFLICT BETWEEN UTILITIES AND THESE PLANS EXIST PRIOR TO INSTALLATION.

3. SUBMITTALS

3.1. SUBMIT FULL AND COMPLETE SHOP DRAWINGS OF ALL IRRIGATION EQUIPMENT AS SHOWN ON THESE PLANS TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.

3.2. SUBMIT PRODUCT DATA SHEETS FOR ALL IRRIGATION EQUIPMENT TO BE INSTALLED TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION. THE IRRIGATION SYSTEM, AS SHOWN ON THESE PLANS, HAS BEEN DESIGNED AND CALCULATED WITH THE EQUIPMENT AS SPECIFIED. SUBMIT ANY REQUEST FOR PRODUCT SUBSTITUTION(S) IN WRITING. IF APPROVED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY MODIFICATION(S) AS A RESULT OF PRODUCT SUBSTITUTIONS TO THE IRRIGATION SYSTEM IN THE SHOP DRAWINGS TO MEET THE DESIGN INTENT OF THESE PLANS.

4. EQUIPMENT LIST

4.1. ALL QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. CONFIRM ALL QUANTITIES PER PLAN PRIOR TO BIDDING AND CONSTRUCTION.

5. POINT OF CONNECTION

5.1. FIELD VERIFY ALL POINT OF CONNECTION SOURCE INFORMATION INCLUDING STATIC PSI AND GPM AVAILABLE PRIOR TO CONSTRUCTION. NOTIFY OWNER'S REPRESENTATIVE IN WRITING IF DISCREPANCIES BETWEEN THE FLOW AND PRESSURE AS LISTED IN THE CRITICAL ANALYSIS AND THE FIELD CONDITIONS EXIST.

5.2. COORDINATE INSTALLATION OF ANY METERS AND BACKFLOW ASSEMBLIES WITH THE AGENCY HAVING JURISDICTION AND OWNER'S REPRESENTATIVE.

6. MAINLINE INSTALLATION

6.1. INSTALL ALL MAINLINES AND LATERALS UNDER PAVEMENT WITHIN SLEEVES. WHERE VALVE CONTROL LINES PASS THROUGH A SLEEVE WITH OTHER MAIN OR LATERAL LINES, CONTAIN WIRES WITHIN A SEPARATE, SMALLER CONDUIT.

6.2. INSTALL COLOR CODED METAL DETECTABLE MARKING TAPE WHICH CLEARLY NOTES: "CAUTION: IRRIGATION LINE BURIED BELOW" ABOVE THE FULL LENGTH OF THE IRRIGATION MAINLINE.

6.3. WHERE MAINLINE RUNS PARALLEL TO PAVEMENT OR CURBING, OFFSET THE MAINLINE 24" FROM THE EDGE OF PAVEMENT OR CURB.

6.4. PERFORM HYDROSTATIC PRESSURE TESTING AS FOLLOWS:

6.4.1. AFTER FLUSHING, AND THE INSTALLATION OF VALVES CONDUCT THE FOLLOWING TESTS IN THE SEQUENCE LISTED BELOW. FURNISH ALL EQUIPMENT; MATERIALS AND LABOR NECESSARY TO PERFORM THE TESTS. CONDUCT ALL TESTS IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE. NOTIFY THE OWNER'S REPRESENTATIVE FORTY-EIGHT (48) HOURS IN ADVANCE OF TESTING.

6.4.2. PERFORM WATER PRESSURE TESTS ON ALL PRESSURE MAIN LINES BEFORE ANY COUPLINGS, FITTINGS, VALVES AND THE LIKE ARE CONCEALED.

6.4.3. IMMEDIATELY PRIOR TO TESTING, PURGE ALL IRRIGATION LINES OF ALL ENTRAPPED AIR OR DEBRIS BY ADJUSTING CONTROL VALVES AND INSTALLING TEMPORARY CAPS FORCING WATER AND DEBRIS TO BE DISCHARGED FROM A SINGLE OUTLET.

6.4.4. TEST ALL PRESSURE MAIN LINE AT 150 PSI FOR A MINIMUM OF FOUR (4) HOURS WITH AN ALLOWABLE LOSS OF 5 PSI. PRESSURE AND GAUGES SHALL BE READ IN PSI, AND CALIBRATED SUCH THAT ACCURATE DETERMINATION OF POTENTIAL PRESSURE LOSS CAN BE ASCERTAINED.

6.4.5. RE-TEST AS REQUIRED UNTIL THE SYSTEM MEETS THE REQUIREMENTS. REPAIR ANY LEAKS, WHICH OCCUR DURING TEST PERIOD, IMMEDIATELY FOLLOWING THE TEST.

6.4.6. PROVIDE DOCUMENTATION STATING THE WEATHER CONDITIONS, DATE, THE START TIME AND INITIAL WATER PRESSURE READINGS, THE FINISH TIME AND FINAL WATER PRESSURE READINGS AND THE TYPE OF EQUIPMENT USED TO PERFORM THE TEST. THE DOCUMENTATION MUST BE SIGNED BY A WITNESS ACCEPTABLE TO THE OWNER, VERIFYING ALL OF THE ABOVE-MENTIONED CONDITIONS.

6.4.7. SUBMIT A WRITTEN REPORT OF THE PRESSURE TESTING RESULTS WITH THE OTHER ABOVE REQUIRED INFORMATION TO THE OWNER'S REPRESENTATIVE FOR APPROVAL.

7. IRRIGATION VALVES AND WIRING

7.1. LOCATE ALL VALVES, SPLICES WITHIN CONTROL LINES, QUICK COUPLERS, AND HOSE BIBBS WITHIN VALVE BOXES. PROVIDE PURPLE VALVE BOX LIDS FOR SYSTEMS UTILIZING A NON-POTABLE WATER SOURCE.

7.2. NUMBER THE TOP OF ALL VALVE BOX LIDS WITH MINIMUM 1" HEIGHT BLACK LETTERS TO CORRESPOND TO THE VALVE DESIGNATIONS.

7.3. WHEN POSSIBLE, LOCATE ALL VALVES IN PLANTING BEDS A MINIMUM OF 24" FROM BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.

7.4. SEPARATE IRRIGATION ZONES FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT WATERING CYCLES. AT NO TIME SHALL MULTIPLE IRRIGATION HEAD TYPES BE LOCATED ON THE SAME VALVE UNLESS NOTED OTHERWISE.

7.5. INSTALL ALL DRIP ZONES WITH A FLUSH VALVE AND AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE OR FLUSH VALVE WILL BE REQUIRED FOR THAT ZONE.

7.6. FOLLOW MANUFACTURER'S SPECIFICATIONS FOR ALL WIRING FOR CONNECTION OF THE VALVES TO THE CONTROLLER. ALL WIRE RUNS SHALL BE CONTINUOUS WITH SPLICING OCCURRING IN VALVE BOXES ONLY. WIRE CONNECTIONS SHALL BE MADE USING DBR/Y-6 CONNECTIONS OR APPROVED EQUAL.

7.7. INSTALL VALVE CONTROL WIRING IN THE SAME TRENCH AS THE MAINLINE WHERE PRACTICAL.

7.8. FOR NON TWO-WIRE SYSTEMS, RUN TWO (2) SPARE VALVE CONTROL WIRES FROM THE CONTROLLER ALONG THE ENTIRE MAINLINE TO LAST REMOTE CONTROLLED VALVE ON EACH AND EVERY LEG OF MAINLINE.

8. PIPES AND SLEEVING

8.1. DO NOT INSTALL IRRIGATION SYSTEM THROUGH PRESERVED PLANT COMMUNITIES, DRIPLINE OF EXISTING TREES, OR WITHIN WETLANDS UNLESS SPECIFICALLY NOTED OTHERWISE.

8.2. LOCATE ALL IRRIGATION LINES WITHIN LANDSCAPED AREAS WHENEVER POSSIBLE. ALL LINES UNDER PAVEMENT MUST BE SLEEVED.

8.3. SIZE ALL PIPE SLEEVES TWO PIPE SIZES GREATER THAN THE PIPE / CUMULATIVE SUM OF THE PIPES IT CARRIES.

8.4. SLEEVES UNDER EXISTING PAVEMENT MUST BE DIRECTIONAL BORE UNLESS APPROVED BY OWNER IN WRITING.

8.5. SOLVENT CEMENTS SHALL COMPLY WITH ASTM D2564.

9. CONTROLLER AND SENSORS

9.1. COORDINATE WITH OWNER'S REPRESENTATIVE FOR FINAL CONTROLLER AND RAIN SENSOR LOCATIONS. THE CONTROLLER SHALL BE PLACED IN A LOCKING CABINET APPROPRIATE FOR ITS LOCATION. (INDOOR VS. OUTDOOR USE)

9.2. LOCATE THE AUTOMATIC RAIN SENSOR SHUTOFF DEVICE IN AN AREA THAT IS UNOBSTRUCTED BY TREES, ROOF OVERHANGS, OR ANY OTHER OVERHEAD OBJECT. THE SENSOR SHALL NOT BE PLACED WITHIN THE SPRAY ZONE OF ANY SPRINKLER HEAD, INCLUDING OFF-SITE IRRIGATION. CONTRACTOR SHALL LOCATE SENSOR WITHIN CLOSE PROXIMITY TO THE IRRIGATION CONTROLLER.

10. CLEANUP

10.1. UPON COMPLETION OF ALL WORK AND BEFORE FINAL ACCEPTANCE, REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

11. AS-BUILT IRRIGATION PLANS

11.1. PROVIDE "AS-BUILT" DRAWINGS OF THE FINAL INSTALLATION TO OWNER'S REPRESENTATIVE PRIOR TO FINAL ACCEPTANCE OF WORK. INCLUDE THE FOLLOWING ON THE AS-BUILT DRAWINGS AT A MINIMUM:
- CONTROLLER LOCATION
- CONNECTION ASSEMBLY
- MAINLINE ROUTING
- PIPE SLEEVING
- VALVE(S)
- COLORIZED ZONING DIAGRAM

11.2. LOCATE ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR WHETHER INSTALLED BY THE IRRIGATION CONTRACTOR OR NOT ON THE "AS-BUILT" DRAWINGS. THE DEPTH BELOW FINISH GRADE, TO THE NEAREST FOOT OF EACH END OF THE SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE "AS-BUILT" DRAWINGS.

12. FINAL INSPECTION AND ACCEPTANCE OF WORK

12.1. MINIMIZE IRRIGATION OVERTHROW TO IMPERVIOUS AND NATURAL AREAS THROUGH FIELD ADJUSTMENTS TO INDIVIDUAL HEADS.

12.2. PROGRAM CONTROLLER TO IRRIGATE ALL ZONES WITHIN APPLICABLE WATERING WINDOWS AND PROVIDE WATERING SCHEDULE TO OWNER'S REPRESENTATIVE.

12.3. EQUIPMENT TO BE FURNISHED TO OWNER PRIOR TO ACCEPTANCE OF WORK:

- TWO (2) SETS OF KEYS FOR EACH AUTOMATIC CONTROLLER.
- TWO (2) 48 INCH TEE WRENCHES FOR OPERATING GATE VALVES (WHEN INSTALLED AS PART OF WORK).
- THREE (3) SETS OF SPECIAL TOOLS REQUIRED FOR REMOVING, DISASSEMBLING AND ADJUSTING EACH TYPE OF - SPRINKLER AND VALVE SUPPLIED ON THIS PROJECT.
- FIVE (5) EXTRA SPRINKLER HEADS, NOZZLES, SHRUB ADAPTERS, NOZZLE FILTER SCREENS, FOR EACH TYPE USED ON THE PROJECT.
- TWO (2) QUICK COUPLER KEYS TO MATCH MANUFACTURER TYPE OF QUICK COUPLER.

12.4. UPON COMPLETION OF ALL WORK, A FINAL INSPECTION SHALL BE PERFORMED BY THE OWNER AND/OR OWNER'S REPRESENTATIVE. THE IRRIGATION SYSTEM, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT SHALL BE INSPECTED FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS. ANY ITEMS FOUND TO NOT BE IN COMPLIANCE SHALL BE CORRECTED AT NO COST TO THE OWNER.

13. WARRANTY

13.1. THE CONTRACTOR SHALL WARRANTEE ALL WORKMANSHIP AND MATERIALS FOR A PERIOD OF 1 YEAR FOLLOWING THE ACCEPTANCE OF THE WORK.

13.2. ANY PART OF THE IRRIGATION WORK THAT FAILS OR IS DEFECTIVE SHALL BE REPLACED OR RECONSTRUCTED AT NO COST TO THE OWNER INCLUDING BUT NOT LIMITED TO: RESTORING GRADES THAT HAVE SETTLED IN TRENCHES AND EXCAVATIONS RELATED TO THE WORK. RECONSTRUCTION SHALL INCLUDE ANY PLANTINGS, SOIL, MULCH OR OTHER PARTS OF THE CONSTRUCTED LANDSCAPE THAT MAY BE DAMAGED DURING THE REPAIR OR THAT RESULTS FROM SOIL SETTLEMENT.

13.3. THE DATE OF ACCEPTANCE OF THE WORK AND START OF THE GUARANTEE PERIOD SHALL BE DETERMINED BY THE OWNER, UPON THE FINDING THAT THE ENTIRE IRRIGATION SYSTEM IS INSTALLED AS DESIGNED AND SPECIFIED, AND FOUND TO BE OPERATING CORRECTLY, SUPPLYING WATER EVENLY TO ALL PLANTING AND/OR LAWN AREAS.

13.4. NEITHER THE FINAL ACCEPTANCE NOR ANY PROVISION IN THE CONTRACT DOCUMENTS SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR FAULTY MATERIALS OR WORKMANSHIP. REMEDY ANY DEFECTS WITHIN A PERIOD OF 7 DAYS (S) FROM THE DATE OF NOTIFICATION OF A DEFECT.

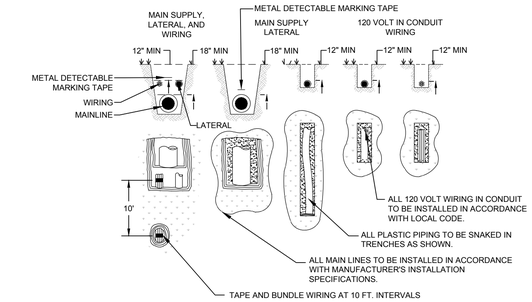
14. ABBREVIATIONS

GPM - GALLONS PER MINUTE
GPH - GALLONS PER HOUR
PSI - POUNDS PER SQUARE INCH

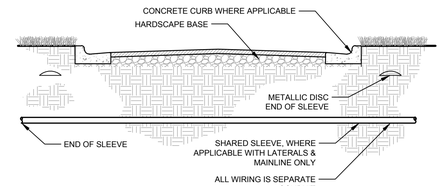
LATERAL PIPE SIZING REQUIREMENTS

MAXIMUM FLOW	MINIMUM PIPE SIZE
10 GPM	3/4"
16 GPM	1"
26 GPM	1-1/4"
35 GPM	1-1/2"
55 GPM	2"
80 GPM	2-1/2"
120 GPM	3"

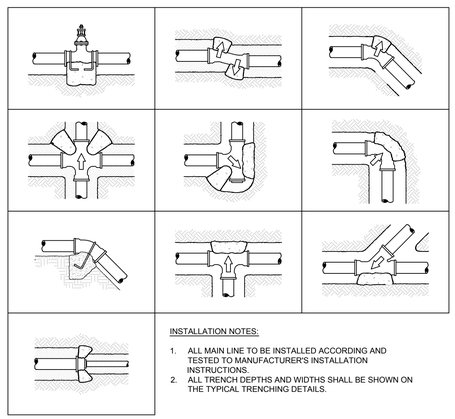
PIPE SIZES ILLUSTRATED IN THE ABOVE CHART ARE MINIMUM ACCEPTABLE SIZES. PIPE SIZES INDICATED ON PLAN ARE FOR CONVENIENCE ONLY. FIELD SIZE ALL LATERAL PIPING TO KEEP ALL FRICTION LOSS VELOCITIES BELOW 5.0 FPS.



1 IR-150 TYPICAL TRENCHING
SECTION NTS



2 IR-150 TYPICAL SLEEVING
SECTION NTS



INSTALLATION NOTES:
1. ALL MAIN LINE TO BE INSTALLED ACCORDING AND TESTED TO MANUFACTURER'S INSTALLATION INSTRUCTIONS.
2. ALL TRENCH DEPTHS AND WIDTHS SHALL BE SHOWN ON THE TYPICAL TRENCHING DETAILS.

3 IR-150 TYPICAL THRUST BLOCK
SECTION NTS

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Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

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PHONE: 863-701-8702
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LICENSED PROFESSIONAL LANDSCAPE ARCHITECT DANIEL CHRISTOPHER AGLIONE LA6667207 STATE OF FLORIDA REGISTERED 12/7/2020 DATE:

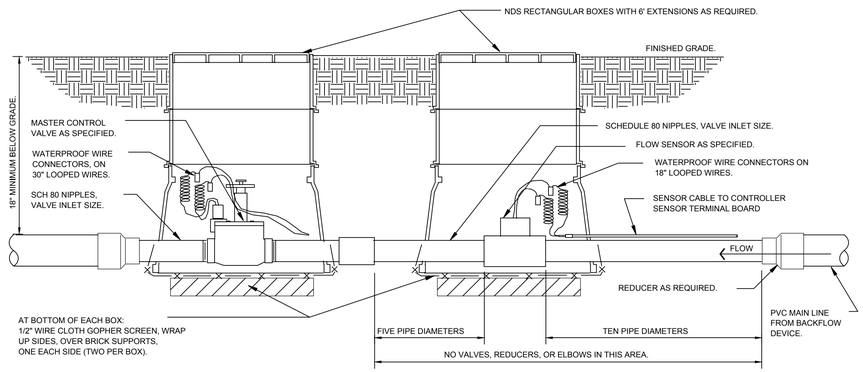
KHA PROJECT	046265017
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CHECKED BY	CDC

SCHEMATIC IRRIGATION SPECIFICATIONS

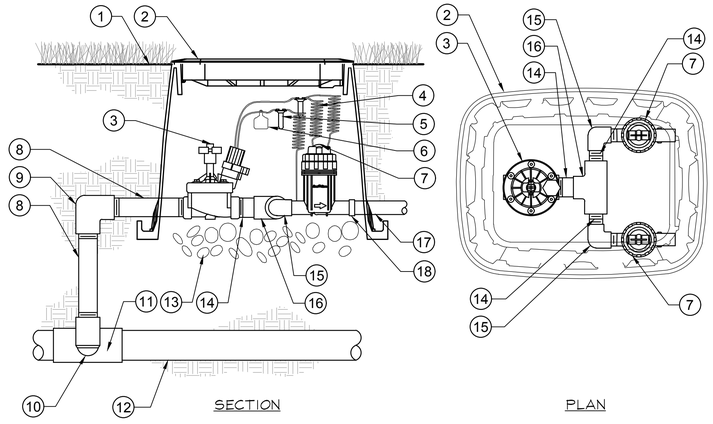
PROJECT SUNSHINE
PREPARED FOR
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COCOA FL

SHEET NUMBER
IR-150

Plotted By: Arens, Austin Sheet Set: 046265017 – Project Sunshine Layout: IR-150 SCHEMATIC IRRIGATION SPECIFICATIONS December 02, 2020 05:08:00pm K:\SAR_LRO\046265017 – DMDB Project Sunshine\CAD\PlanSheets\IR-1 IRRIGATION PLAN.dwg
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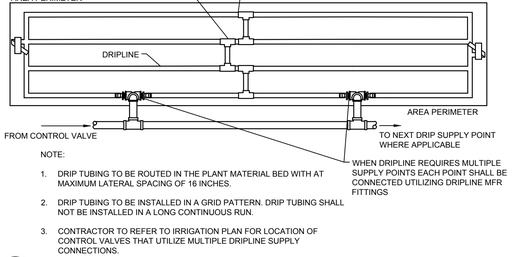


1 IR-151 MASTER CONTROL VALVE / FLOW SENSOR ASSEMBLY
SECTION NTS



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH LOCKING COVER
3. REMOTE CONTROL VALVE
4. 30-INCH LINEAR LENGTH OF WIRE, COILED
5. WATERPROOF CONNECTION
6. ID TAG
7. PRESSURE REGULATING QUICK CHECK BASKET FILTER
8. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
9. PVC SCH 40 ELL
10. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
11. PVC SCH 40 TEE OR ELL
12. MAINLINE PIPE
13. 6-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
14. PVC SCH 80 NIPPLE, CLOSE
15. PVC SCH 40 ELL
16. PVC SCH 40 TEE
17. LATERAL PIPE
18. PVC SCH 40 FEMALE ADAPTOR

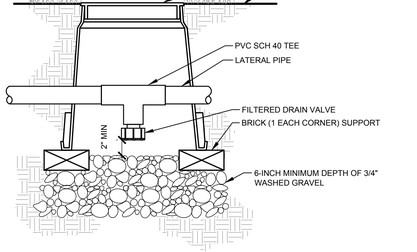
2 IR-151 DRIP ZONE VALVE KIT
SECTION / PLAN NTS



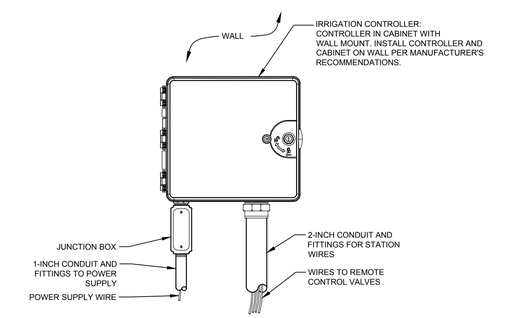
NOTE:

1. DRIP TUBING TO BE ROUTED IN THE PLANT MATERIAL BED WITH AT MAXIMUM LATERAL SPACING OF 16 INCHES.
2. DRIP TUBING TO BE INSTALLED IN A GRID PATTERN. DRIP TUBING SHALL NOT BE INSTALLED IN A LONG CONTINUOUS RUN.
3. CONTRACTOR TO REFER TO IRRIGATION PLAN FOR LOCATION OF CONTROL VALVES THAT UTILIZE MULTIPLE DRIPLINE SUPPLY CONNECTIONS.

3 IR-151 TYPICAL DRIPLINE
PLAN NTS



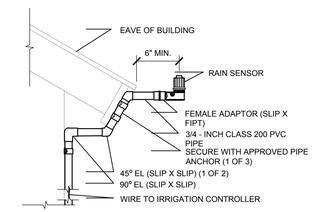
4 IR-151 TYPICAL DRAIN VALVE
SECTION NTS



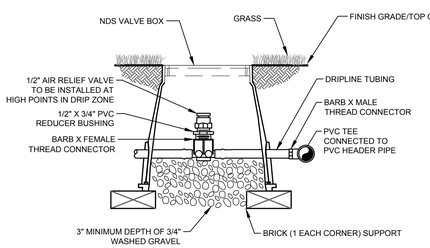
NOTES:

1. FOR EASE OF INSTALLATION INTO A CONTROLLER WITH MORE THAN 24 STATIONS, INSTALL A JUNCTION BOX AT THE BASE OF CONTROLLER AND TRANSITION LARGER VALVE AND COMMON WIRES FROM FIELD TO 18 AWG MULTI CONDUCTOR WIRE TO BE USED IN CONTROLLER.
2. USE STEEL CONDUIT FOR ABOVE GRADE AND SCH 40 PVC CONDUIT FOR BELOW GRADE CONDITIONS.
3. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

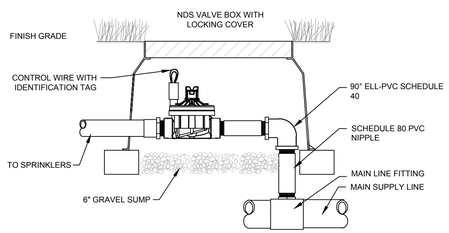
5 IR-151 IRRIGATION CONTROLLER - WALL MOUNT
ELEVATION NTS



6 IR-151 RAIN SENSOR - BUILDING MOUNT
SECTION NTS

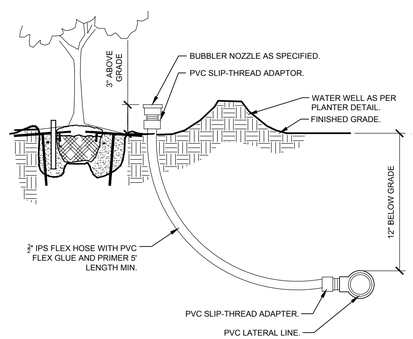


7 IR-151 AIR RELIEF VALVE IN DRIPLINE
SECTION NTS



LINE BOTTOM OF VALVE PIT WITH LANDSCAPE FABRIC. MAINTAIN CLEAR SPACE BETWEEN BOTTOM OF VALVE PIT AND VALVE. DO NOT ALLOW BOX TO REST ON PIPE.

8 IR-151 TYPICAL CONTROL VALVE
SECTION NTS



NOTE: BUBBLER SHALL NOT BE PLACED AT TRUNK FLARE.

9 IR-151 TYPICAL BUBBLER
SECTION NTS

CALL 2 BUSINESS DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
116 SOUTH KENTUCKY AVENUE, LAKELAND, FL 33801
PHONE: 863-701-8702
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL LANDSCAPE ARCHITECT CHRISTOPHER D. CIANFAGLIONE LA6667207 STATE OF FLORIDA REGISTERED
DATE: 12/2/2020

KHA PROJECT 046265017			
DATE: DEC 2020	SCALE: AS SHOWN	DESIGNED BY: KHA	DRAWN BY: KHA	CHECKED BY: CDC

SCHEMATIC IRRIGATION DETAILS

PROJECT SUNSHINE
PREPARED FOR
SEEFRIED PROPERTIES
FL
COCOA

SHEET NUMBER
IR-151

Plotted By: Arens, Austin Sheet Set: 046265017 – Project Sunshine Layout: IR-151 SCHEMATIC IRRIGATION DETAILS December 02, 2020 05:08:02pm K:\SAR_IRG\046265017 – DMOB Project Sunshine\CAD\PlanSheets\IR-1 IRRIGATION PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

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

(407) 425-9566

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2021, ("**Effective Date**") by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation, located at 65 Stone Street, Cocoa, Florida 32922 ("**City**"), and **PROJECT SUNSHINE,** a _____ authorized to do business in the State of Florida, located at _____ ("**Developer**").

RECITALS:

WHEREAS, Developer has entered into a contract to purchase approximately 185.59 acres, more or less, of real property located at Grissom Parkway, Cocoa, Florida 32926, with Tax Parcel IDs 24-35-12-00-1, and more particularly described herein in "Exhibit A" (the "Property"); and

WHEREAS, Developer is seeking to develop a 202,044 ± square-foot distribution building and related facilities (the "Project") which would result in a substantial capital investment in building construction and machinery and equipment, and the creation of numerous local job opportunities; and

WHEREAS, the Project will create a new business within the City of Cocoa and be a significant economic catalyst to Brevard County including, but not limited to, enhancing the local government tax base; and

WHEREAS, on January 6, 2021, the City's Planning & Zoning Board considered and approved the Developer's Site Plan application subject to conditions, including a condition that the City Council approve a development agreement waiving certain provisions of the City's land development regulations pursuant to Section 15-21 of the City Code (the "Site Plan"); and

WHEREAS, the City Council, having reviewed the decision of the Planning & Zoning Board and being duly advised by City Staff that the Project is otherwise in compliance with all other provisions of the City Code and Comprehensive Plan, desires to approve this Agreement waiving certain City Code provisions described herein for purposes of authorizing the Site Plan

for the Project, subject to such other conditions imposed by the Planning & Zoning Board and applicable law; and

WHEREAS, the City Council finds and declares that this Agreement serves a public purpose and serves the public health, safety and welfare of the citizens and visitors of Cocoa, which includes promotion of high-quality growth and economic development, job growth, and the future expansion of the City's tax base.

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

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

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code which expressly authorizes the City Council to waive applicable land development regulations of the City by development agreement.

3.0 Condition Precedent – Acquisition of Property by Developer. Developer represents and warrants to the City that Developer or its affiliate has entered into a binding written contract to purchase the Property ("Purchase Agreement") and that Developer intends to expeditiously pursue the completion of the closing on the Property following the Effective Date of this Agreement. Based on this representation and warranty to the City, Developer further represents and warrants to the City that it is empowered to negotiate and enter into this Agreement. However, the acquisition of fee title to the Property by the Developer or its affiliate shall be a condition precedent to the City issuing any site work permits, including building permits or clearing and grading permits. As such, Developer shall keep the City fully apprised of the status of said closing and shall faithfully and expeditiously complete the closing within ninety (90) days after the Effective Date of this Agreement ('Closing Date"). If Developer or its affiliate fails to complete the closing by the Closing Date, the City Manager shall have the right, in his sole discretion and by written notice, to either extend the Closing Date for a reasonable time period not to exceed six (6) months or as otherwise authorized by the City Council to allow Developer to complete the closing, or terminate this Agreement.

4.0 Project Description and Permitted Waivers. Developer shall, at its expense, design, permit, and construct a 202,044 ± square-foot distribution building and related facilities in accordance with the Site Plan (including tree removal and land clearing) and conditions approved by the Planning & Zoning Board on January 6, 2021. In furtherance of the Site Plan approval, the City Council hereby agrees to the following waivers notwithstanding any other conflicting City Code provision:

A. Tree removal and land clearing shall be in accordance with the Site Plan. Replacement trees shall satisfy the minimum size standards (diameter at breast height) as required by the City Code, Appendix A- Zoning, Article XIII, Section 22. No other tree mitigation contribution or replacement shall be required.

5.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

6.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

7.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida or, for federal court actions, in Orlando, Florida.

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

9.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

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

11.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

12.0 Recordation. Upon full execution by the Parties and the closing required by Section 3.0, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

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

14.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than 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).

15.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

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

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

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

19.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

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

21.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, an action for specific performance and/or injunctive relief and termination of this Agreement. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in

which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action; provided, however, that if the nature of the default is such that it cannot reasonably be cured within thirty (30) days, then the cure period shall be deemed extended so long as the defaulting party commences the cure thereof within such period and thereafter diligently pursues such cure to completion.

22.0 Termination. In addition to those circumstances allowing termination as already provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction of the Project, which shall at minimum include building foundations, within two (2) years of the Effective Date of this Agreement. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 21.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

23.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter; provided, however, that the foregoing indemnification obligation shall not include matters resulting from the acts or omissions of the City. This indemnification shall survive the termination of this Agreement.

24.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than the City's own acts, if the City is claiming the benefit of this Section 24.0), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party.

25.0 Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

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

For Developer:

[Insert Contact Information]

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

26.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, Developer shall not assign this Agreement without the prior written consent of the City. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders without City consent, provided that the City is given notice of such assignment in accordance with Section 25.0 herein. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

27.0 Compliance with Laws; Planning & Zoning Board Site Plan Conditions. Developer shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the construction, location and continued operation of its business within the City of Cocoa. Developer shall also be responsible for complying with all conditions of Site Plan approval imposed by the Planning & Zoning Board.

28.0 Waiver. No failure to insist on the prompt performance by Developer of its obligations under this Agreement shall be construed as a waiver by the City of its rights to demand performance. Further, any waiver by the City of any breach or violation of Developer's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation or impede the City's ability to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

Approved by the City Council on January __, 2021.

ATTEST:

By: _____
Carie Shealy, City Clerk, MMC

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the City of Cocoa, Florida only.

CITY SEAL

Date: _____
By: _____
Anthony A. Garganese, City Attorney for the City of Cocoa, Florida

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

PROJECT SUNSHINE

_____
Print name and title: _____

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

DRAFT

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by_____, the _____of_____**,** a_____. She/He is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

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

DRAFT

EXHIBIT A

Legal Description of Property

N 1/2 OF NE 1/4 EXC ORB 4017 PG 1505 & "PAR A" OF ORB 4017 PG 1509 ALSO INCL PART OF W1/2 OF SECT AS DESC IN ORB 5266 PG 730 PARS 2,250,252,253

DRAFT

Legislation Details (With Text)

File #:	21-36	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	12/15/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Approve Task Order 2021-18 with Carollo Engineers, Inc. to Update the Wastewater System Capital Plan, Project WS1210; To Approve as a Multi-year Contract from FY2021 through FY2022. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	To-Carollo 2021-18 $454,738.62 - UT SFO.pdf TO Proposal 2021-18 Carollo WW Capital Plan.pdf RFQ-18-10-COC TRACK SHEET.pdf Executed Agreement - Exp 7-24-2021.pdf COI - Exp 7-4-21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 15, 2020
Agenda Date: January 12, 2021
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2021-18 with Carollo Engineers, Inc. to Update the Wastewater System Capital Plan, Project WS1210; To Approve as a Multi-year Contract from FY2021 through FY2022

BACKGROUND:

On May 8, 2018, City Council authorized staff to execute an Agreement with Carollo Engineers, Inc. for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems effective July 24, 2018.

The Wastewater Capital Plan was last updated in 2013 by CDM-Smith, who provided engineering services for the City's wastewater system at that time. The scope of work of Task Order 2021-18 is to update the Wastewater Capital based on current and forecasted population growth and infrastructure rehabilitation needs. The Task Order is divided into the following Scope of Services tasks; Project Management and Quality Control, Data Gathering, Population and Flow Projections, Regulatory Requirements, Hydraulic Model Update and Analysis, Sellers WRF Treatment Plant Analysis, Wastewater Collection System Evaluation, Reclaimed Water System and Effluent Disposal Evaluation, Capital Improvement Plan Development, and Capital Plan Final Report.

The compensation for each above task is estimated based on the best information at the time the tasks were developed and will be managed by staff. Actual level of effort associated with individual tasks will vary as such this task order is intended to provide flexibility to accommodate such delivery-phase modifications. The Consultant rates are in accordance with the attached fee schedule.

The term of this task order covers a 10-month period starting from the date of receipt of the Notice to Proceed. Staff recommends approval of Task Order 2021-18 which will be funded over two fiscal years (FY2021 through FY2022) as Carollo Engineers, Inc. accomplishes the work required to update the Wastewater System Capital Plan.

Task Order 2021-18 is included with this agenda to provide a detailed description of each task. All services proposed in Task Order 2021-18 are in accordance with the Agreement.

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STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$454,738.92
Account Number	421-4055-536.31-03
Account Name	Engineering Services
Source of funds	Operating Revenue

PREVIOUS ACTION:

On May 8, 2018, City Council approved the Final Ranking of the Short Listed Firms for RFQ-18-10-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems and Authorized the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top Ranked Firm, Carollo Engineers, Inc.

RECOMMENDED MOTION:

To Approve Task Order 2021-18 with Carollo Engineers, Inc. to Update the Wastewater System Capital Plan, Project WS1210; To Approve as a Multi-year Contract from FY2021 through FY2022.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9048830&GUID=7F3F81C2-294F-4612-8D20-C178CD75AF63* is a secure document that has been embedded in this document. Double click the pushpin to view.



TASK ORDER NO. 2021-18

CITY OF COCOA

AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the City of Cocoa (CITY) and accepted by Carollo Engineers, Inc. (CONSULTANT) pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 24th day of July 2018.

A. PROJECT DESCRIPTION

The CITY owns and operates a wastewater collection and treatment system consisting of gravity sewers, pump stations, and force mains. These components collect and transfer wastewater flows generated within the service area for treatment at the Jerry Sellers Water Reclamation Facility (WRF), which has a permitted capacity of 4.5 million gallons per day (MGD). The collection system covers approximately 15 square miles with approximately 100 miles of gravity sewers and 50 miles of force mains, 1,624 manholes, and 71 lift stations (of which 18 are privately owned), and serves a population of approximately 17,000.

As population growth and rehabilitation needs continue, the CITY has a need to develop an updated Wastewater System Capital Plan, update the hydraulic model, perform condition assessments of key infrastructure, update its Capital Improvement Plan (CIP), and provide an overall outlook of the system and plan for the future.

B. SCOPE OF WORK

The scope of services for Carollo Engineers Inc. (CONSULTANT) will include the following tasks. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein, and are reflected in the attached project budget.

TASK 1 – PROJECT MANAGEMENTAND QUALITY ASSURANCE/ CONTROL

Task 1 includes all aspects of project and quality management. Specific items included in this task are detailed in the subtasks below.

1.1 Project Management and Communications

The CONSULTANT will perform this project as the prime and will be responsible for the project administration, coordination of sub consultants, communication between all parties, and invoicing to the CITY. The CONSULTANT's project manager will make staffing assignments, review work progress, and communicate with the CITY during the project. The CONSULTANT's project manager will manage the budget, project tasks, schedule, and invoicing, as well as coordinate and facilitate meetings.

1.2 Project Management and Work Plan

The CONSULTANT will prepare a Project Management and Work Plan and distribute it to project personnel including CITY staff, the CONSULTANT's staff, and its subconsultant. The Project Management and Work Plan will include the project description and objectives, project personnel contact information, scope of work, detailed project delivery schedule, communication protocol, and quality management plan. The schedule will be created and maintained in MS Project. Each task identified in the scope of work will be included in the project schedule, along with milestone dates. The Project Management and Work Plan will be provided in electronic pdf format for use by CITY and the CONSULTANT'S project personnel.

1.3 Project Kickoff and Progress Meetings

The CONSULTANT will lead a project Kickoff Meeting to review the project tasks, schedule, lines of communication, and quality management procedures. The Kickoff Meeting will be a working meeting to discuss project needs, efficient and effective data collection approaches, and other items necessary to efficiently conduct the project.

The CONSULTANT will conduct up to four (4) workshops throughout the project to inform CITY staff on the project's progress, issues, findings, and recommendations. The agenda, meeting materials, meeting minutes, and action/decision logs for each meeting will be prepared by the CONSULTANT and distributed to all project stakeholders.

1.4 Monthly Progress Reports

The CONSULTANT will provide monthly progress reports that identify what work has been performed during the month and an itemized listing of work that will be anticipated in the upcoming month. These reports will be delivered as part of the monthly progress payment request.
The CONSULTANT will maintain a Decision Log and an Action Log that will be updated and delivered as part of each monthly progress report.

1.5 Quality Control and Quality Assurance

The CONSULTANT will also assign a Quality Manager to organize quality assurance and quality control (QA/QC) reviews on all deliverables to ensure they meet standards and requirements for submission to the CITY.

Task 1 Deliverables

- Project Management and Work Plan (electronic pdf)
- Meeting minutes (electronic pdf)
- Project Invoices, including project progress reports and action/ decision logs (electronic pdf)

TASK 2 – DATA GATHERING

Task 2 involves gathering of data necessary for execution of the project and will result in an overall planning framework for the Wastewater System Capital Plan.

The CONSULTANT will provide a comprehensive data request list data of information and data to be provided by the CITY. Data sources may include but are not limited to:

- CITY Comprehensive Plan
- Current and near term allocated service commitments and utility service agreements, if available
- Historical WRF DMRs (10-years, if available)
- Most recent Capacity Analysis Report
- GIS data (service area, pipelines, pump stations, manholes, parcels, water meters, etc.)
- Wastewater model (existing model in InfoSWMM software)
- Specific WRF and lift station SCADA data, as available
- Pump station data including wetwell dimensions, number of pumps, pump curves, and operational data for any pump stations modified or added since the last model update
- Location and use of any control valves in the force main system considered critical or required for routing modifications
- As-built drawings for master lift stations, if needed
- As-built drawings for key force main and gravity system pipes, if needed
- Metered wastewater billing data
- Planning area and/or traffic analysis zone (TAZ) population estimates
- City level of service standards, design criteria for pipeline, lift stations
- Previous master plans, reports, or studies which may support the master plan development

Where record drawing information does not exist, the CONSULTANT will work with CITY to agree upon the most reasonable assumptions possible in order to maintain progress on the project. The CONSULTANT will not take field measurements or perform surveying during the project.
The data collection and all hydraulic modeling tasks will include all CITY owned lift stations (and any private lift stations, if adequate information is available).

TASK 3 – POPULATION AND FLOW PROJECTIONS

The CONSULTANT will use the gathered information to delineate existing population and wastewater flows and will use the historical data to calculate the per capita flow for the Sellers WRF facility. Peaking factors (maximum month and maximum day) for the Sellers WRF will also be developed based on data from the past ten (10) years. A typical diurnal flow curve for the influent of the Sellers WRF will also be calculated based on available hourly SCADA flow data.

In order to project future wastewater flows, the CONSULTANT will evaluate the planned development within in the City and project future growth within the service area.

The population and flow projections will be used in develop the future flows and loads to the Sellers WRF as follows:

- Average and peak flows and diurnal flow profile. If diurnal flow data is not readily available, the CONSULTANT will work with the plant staff to obtain hourly flow readings over a two-week period.

- Historical average day annual loadings (ADAL), average day dry weather loads (ADWL), average day maximum month loads (ADMML), and peak wet weather loads (PWWL). Using this information, the CONSULTANT will develop peaking factors for the purpose of projecting future loads.

- Utilizing the projected flows and loading, project the potential reuse supply. This data will be utilized relative to future growth to project the potential future need.

The CONSULTANT will prepare a Technical Memorandum (TM) to summarize the current wastewater flow and projected flows for the short-term 5-year planning period and long-term 20-year planning period.

Task 3 Deliverables

- Draft Population and Flow Projections TM (electronic pdf)

TASK 4 – REGULATORY REQUIREMENTS

The CONSULTANT will review existing applicable regulatory requirements and policies for treated effluent, water reuse, and surface water impacts potentially affecting the level of treatment required and the master planning facility recommendations. The CONSULTANT will also review any pending and emerging regulatory requirements in order to assess regulatory trends reasonably anticipated over the 20-year planning horizon. Based on the review of the existing and pending regulations and trends, a range of anticipated regulatory scenarios will be identified for the purpose of developing the master planning alternatives. At a minimum, the following documents will be included for review and summary:

- Federal Water Pollution Control Act and Amendments (Clean Water Act)
- State of Florida Rules and Regulations
    - Chapters 62-600 "Domestic Wastewater Facilities",
    - Chapter 62-610 "Reuse of Reclaimed Water and Land Application",
    - Chapter 62-304 "Total Maximum Daily Loads",
    - Chapter 62-650 "Water Quality Based Effluent Limitations"
- Regulations and policies related to 303(D) listed pollutants and micropollutants
- Pending USEPA and state regulatory actions related to personal care products and pharmaceuticals (PCPPs) and endocrine disruptor chemicals (EDCs)
- Local, state, and federal regulations and policies related to biosolids management.

A thorough regulatory review of biosolids requirements will be developed under the CITY's Biosolids Master Plan project and will be summarized under this project in a chapter of the Wastewater System Capital Plan Final Report, along with the wastewater and reclaimed water regulatory review described above.

TASK 5 – HYDRAULIC MODEL UPDATE AND ANALYSIS

The CONSULTANT will update the CITY's hydraulic model and analyze the collection system. Specific steps included in Task 5 are detailed in the subtasks described below.

5.1 Rebuild and Update Model Infrastructure Using GIS

The CONSULTANT will rebuild and update the CITY's existing extended period simulation hydraulic in Innovyze InfoSWMM software. The goal of rebuilding the hydraulic model will be to use the latest GIS and link the model IDs and naming conventions to the CITY's GIS to ensure easy future updates and streamlined data management.

The CONSULTANT will use the CITY's existing GIS as the basis for rebuilding and updating the model. The GIS database will be used to determine the location, length, and diameter of force mains and gravity

connectors pipes, supplemented by record drawings as needed. Manholes located along the gravity connector pipes will also be added to the model from the GIS database and/or existing model. It is assumed that the CITY has compiled or will compile manhole invert elevations for use in the hydraulic model. If no elevation data is available, the CONSULTANT will assume reasonable slopes to apply to gravity mains included in the model.

Only critical gravity linking upstream pump stations to downstream pump stations will be included. The update will also include the addition of key force main valves with operating position provided by the CITY. The CONSULTANT will update the model with any new required pump curves and pump on/off elevations which are provided by the CITY. A connectivity check and routing review will be performed on the model.

The updated model will include all of the CITY owned pump stations and the major identified private pump stations (if reliable data is available).

The CONSULTANT will use available pump station and other data to populate the updated model infrastructure data from the existing hydraulic model. This will include wetwell dimensions, pump configuration and pump curves, and operational controls including on/off control set-points or other set-points as applicable for master lift stations on VFDs. It is assumed that the CITY will provide pump curves and operational controls for each newly added pump station or pump station requiring updates. Where data is not available, or outdated, the CITY will conduct draw down tests for critical pump stations.

The CONSULTANT will allocate flows to each lift station in the model based on available SCADA. As an alternative meter billing data may be used. Typical representative diurnal flow curves developed in Task 3 will be applied to lift stations within the model. These will be modified during model verification where needed.

5.2 Develop Model Scenarios

After the model update is completed, the CONSULTANT will discuss the specific model simulations, key assumptions, appropriate level of model validation, and methodology to accurately represent a maximum day and/or peak hour flow event. These discussions will be held in the form of a half-day workshop with CITY staff to discuss the desired modeling scenarios.

From the Base model, the CONSULTANT will construct a number of scenarios in the model to reflect various system operating conditions. These will include a validation scenario as well as a typical operational scenario for the CITY. This Scope of Services allows for the creation of the following scenarios:

- Base
- Dry Weather Verification
- Wet Weather Verification
- 2021 Average Day Conditions
- 2021 Wet Weather Storm Event (Max Day with Peak Hour)
- 2026 Average Day Conditions
- 2026 Wet Weather Storm Event (Max Day with Peak Hour)
- 2041 Average Day Conditions
- 2041 Wet Weather Storm Event (Max Day with Peak Hour)

All the scenarios will be extended period simulation (EPS) scenarios with an operating time step of five minutes or less. The future scenarios will address planned/anticipated growth, and specific CITY goals related to pump station force main, and gravity main hydraulics.

5.3 Model Verification

Model verification will be based on dry weather conditions to verify that sanitary flow and base infiltration

are correctly distributed in the collection system. The model will be validated for an EPS period of a minimum of 48 hours using a 2-day period selected from the driest period of the data collection period. Adjustments to the testing period data will be made using historical data if a multi-day period without rain does not occur during the field test. The model will be run to confirm it matches dry weather flows.

Pump run time data will be used to estimate the impact of wet weather (rainfall dependent) infiltration and inflow (I&I) on the modeled system. An I&I study is not included as part of this project.

The CONSULTANT will modify data parameters such as infrastructure parameters, operational controls of pump stations, load allocations, and/or friction factors until there is a reasonable correlation between the model and the field test data. Significant deviation from expected results will be discussed with the CITY to determine appropriate modifications. Industry guidelines for reasonable correlation and significant deviation in model verification will be documented in the Hydraulic Modeling TM (to be completed as part of Task 5) and will also be discussed with CITY staff at the above mentioned workshop.
The CONSULTANT will present the results of the dry weather and wet weather verification and model output compared with SCADA data to inform the CITY on the accuracy and reasonableness of the sanitary and base infiltration flows in the model.

5.4 Analyses and CIP Update

The CONSULTANT will work with the CITY to determine criteria with which to assess the collection system. The CONSULTANT will then use the updated, verified hydraulic model to assess the collection system for FY21, FY26, and FY41.

The CONSULTANT will determine if the system requires additional improvements beyond those currently planned in the CITY'S CIP based on the existing condition (FY21), 5-year (FY26), and 20-year planning period analysis (FY41). Proposed improvements will be reviewed with the CITY and included in the updated CIP with associated cost estimates.

5.5 Draft Hydraulic Model TM

The CONSULTANT will create a TM summarizing the hydraulic model updates, verification, analysis and recommended improvements. This draft TM will be submitted to the CITY for review. The CONSULTANT will discuss the CITY's comments on the Draft Hydraulic Model TM at a regularly scheduled progress meeting. Upon receipt of CITY comments, the CONSULTANT will update the document and incorporate it into a chapter of the Draft Wastewater System Capital Plan Report.

Task 5 Deliverables

- InfoSWMM Hydraulic Model
- Draft Hydraulic Model TM

TASK 6 – SELLERS WRF EVALUATION

The CONSULTANT will begin the facilities master planning effort with review of the existing Jerry Sellers WRF past studies and reports and on-going projects. This information will be used to identify problems and constraints and possible solutions at the WRF. Based on the results of this data collection, the CONSULTANT will work closely with the CITY staff to develop a long-term outlook for the facilities. The planning horizon for this Master Plan is assumed to be the next twenty years. This task will determine and evaluate the future needs within this planning horizon.

The following subtasks will be performed as part of this task.

6.1 Review of Sellers WRF

Under this task, the CONSULTANT will review design criteria, unit sizes, and capacities (for both treatment processes and hydraulics) of the Sellers WRF facilities.

6.2 Develop Master Plan Standby/Reliability Criteria

A key consideration in the design and operation of a wastewater treatment facility is reliability. Reliability is defined as the ability to provide uninterrupted service while continuing to meet effluent limits as will be assessed through the process simulation/optimization evaluation. The determination of the future facility needs depends upon the criteria established for providing reliability.
A half-day workshop will be scheduled to discuss and develop reliability criteria based on staff recommendations. Such criteria are typically based on (a) values based on past designs; (b) staff's experience with routine and unscheduled outages; (c) reliability information from other treatment plants; (d) accepted engineering practice. Reliability criteria may vary between different treatment processes.
Recommendations to improve system reliability will be developed for incorporation into the Wastewater System Capital Plan recommended projects.

6.3 Treatment Facility Performance, Capacity and Optimization Assessment

The CONSULTANT will review the original design and sizing criteria and historical operating data to evaluate the hydraulic and process loadings and associated performance of each major treatment process at each WRF. The CONSULTANT will take into account changes that are currently being designed to upgrade the treatment processes.
The performance of the existing facility will be evaluated based on historical effluent quality including conventional (BOD, TSS, TN, and TP) and nonconventional pollutants including heavy metals, trace organics, microbiological parameters such as protozoan cysts and other constituents that are typically sampled and reported every quarterly.
The CONSULTANT will determine the peak capacity (all units in service) and firm capacity (standby units out of service) for all major existing and proposed treatment units and hydraulic conveyance components based on the reliability and design criteria developed for each WRF.
The CONSULTANT will review plant operating data, interview operations and maintenance staff (under task 6.4), and apply appropriate analyses and modeling to help assess improvements to existing facilities to reduce operation and maintenance costs. The analyses shall assess performance under different process loading conditions, with and without standby facilities.

6.4 Facility Inspection and Condition Assessment

The CONSULTANT will conduct a physical condition assessment to visually assess and document the overall condition of the assets at the Sellers WRF. The CONSULTANT will work with the Sellers WRF staff to gather the required information and data for major components.
The CONSULTANT will also conduct interviews with staff to obtain information on historical maintenance efforts at each facility, criticality of various pieces of equipment, information on the condition of the equipment that may not be visible during the time of inspection, and other institutional knowledge. The plant staff should be available to accompany the CONSULTANT during the site visits. The site assessments will be conducted by teams of discipline engineers and a team leader.

Additionally under this task, as the lift station data will be a primary focus in order to develop an accurate representation of the wastewater collection system, the CONSULTANT will visit and inspect up to twenty (20) key identified lift stations which are critical to the system's operation. The specific sites for this effort are anticipated to be identified during data collection and in close coordination with the CITY. The assessment effort will include a high-level evaluation of the stations.

6.5 Determine Future Treatment Facility Needs

By comparing projected wastewater flows and loadings with the capacity of the existing and proposed facilities and potential impacts of regulatory requirements, and reliability, the required improvements for the Sellers WRF can be defined. With the definition of needs, conceptual alternatives will be developed

to provide needed capacity expansion and/or improved water quality. Based on the needs analysis, an evaluation will be made of alternative treatment processes to existing processes for meeting these defined needs for increased capacity, increased reliability, increased level of treatment, and/or potential repair and replacement of existing treatment processes.

TASK 7 – WASTEWATER COLLECTION SYSTEM EVALUATION

Under this task, the CONSULTANT will develop the City's wastewater collection system evaluation as a chapter of the Wastewater System Capital Plan. The evaluation will include the following:

- Gravity Sewer and Force Mains Assessment
- Lift Station Assessment
- Valves Assessment

It is assumed that the assessments will be performed under the CITY's FY21 SFO Support project and that the Wastewater System Capita Plan document will include a high-level overview and recommendations based on those findings.

TASK 8 – RECLAIMED WATER SYSTEM AND EFFLUENT DISPOSAL EVALUATION

Under this task, the CONSULTANT will develop the CITY's reclaimed water system and effluent disposal evaluation as a chapter of the Wastewater System Capital Plan.
The CONSULTANT will develop an evaluation of the CITY's current reclaimed water system, including supplemental reclaimed water sources, reclaimed water storage, and alternative wet weather disposal. Expansion of the reclaimed water system beyond its current limits are not evaluated as part of this task, as there are no current plans for expansion.

TASK 9 – CAPITAL IMPROVEMENT PLAN DEVELOPMENT

Based on the modeling results, facility assessment and other data collected, the CONSULTANT team will develop project alternatives for future Capital Improvement Plan (CIP) projects. This will include both collection system (i.e. wastewater lift stations) and WRF related components.

9.1 Risk Assessment

Using the condition information gathered from the previous tasks, CONSULTANT will conduct a risk evaluation of the Sellers WRF assets and the identified lift stations. The risk associated with each asset will be determined based on its probability of failure (vulnerability) and consequence of failure (criticality). The CONSULTANT will evaluate each asset's risk level to develop a prioritized list of assets requiring replacement, repair or renewal.

9.2 Rehabilitation and Replacement Plan

After determining the criticality and vulnerability of each asset, risk score will be calculated and incorporated into a risk-based prioritization. Based on a risk matrix and input from the CITY's staff, CONSULTANT will conduct R&R needs prioritization of the individual assets. The CONSULTANT will develop an estimate of each asset's remaining useful life based on asset type and condition. The estimated remaining useful lives will be used when developing the projected asset replacement timing. Redundancy and other types of risk mitigation will be considered in the evaluation of risk based on how it can reduce the consequence of failure or prevent the failure from occurring. The presence of mitigation factor or redundancies will be observed during on-site condition assessment (Task 6.4).

9.3 Construction Cost Estimates

The CONSULTANT will estimate replacement costs for each asset based on previous experience, CONSULTANT's cost database, vendor proposals (as needed), industry standard practices, and data from recent projects. Each replacement cost will include direct and indirect cost factors that will likely be incurred in the actual replacement project, in 2021 dollars. The CONSULTANT will develop a Class V Opinion of Probable Construction Cost as defined by the Association of the Advancement of Cost Engineering (AACE). A multiplier will be applied to account for ancillary support items that are necessary but below the level of detail required for capital projects.

9.4 Capital Improvement Plan

Based on the costs developed under Task 9.3, the CONSULTANT will develop yearly implementation schedule of CIP projects through 2041.
The CONSULTANT will facilitate a half-day workshop with CITY staff to identify and discuss the recommended CIP projects for both the collection system and the WRFs. This may include a wide range of conceptual technical alternatives for collection system and WRF improvement. Based on CITY's feedback, the CONSULTANT will incorporate the agreed upon projects into the CITY's Draft Wastewater System Capital Plan Report.

TASK 10 – WASTEWATER SYSTEM CAPITAL PLAN REPORT

Upon completion of the evaluation, modeling and CIP development, the CONSULTANT will prepare a Draft Wastewater System Capital Plan Report. Specific tasks included in this task are detailed in the subtasks described below.

10.1 Draft Report

The CONSULTANT will develop a combined report summarizing the results of the project as a comprehensive Wastewater System Capital Plan. The report is anticipated to include the following sections:

- Executive Summary.
- Introduction including background information, general purpose and scope, and description of factors affecting the CITY's wastewater planning efforts such as permitting regulations and population growth.
- Population projections and wastewater flow projections.
- Regulatory compliance.
- Summary of existing facilities including treatment plants, force mains and major gravity connectors, infrastructure, lift stations, and master lift stations.
- Evaluation of the Sellers WRF and wastewater collection system including capacity evaluation, condition assessment, and regulatory requirements.
- Model description and documentation including model elements, loading allocations, and validation efforts.
- Model scenarios including 2021, 2026, and 2041.
- CIP through the 20-year timeframe including cost estimates and timing.

After submittal of the Draft Wastewater System Capital Plan Report, the CONSULTANT will discuss CITY's comments during a half-day workshop. Based on the feedback from the meeting, the CONSULTANT will prepare meeting minutes to summarize comments.
Additional comments may be provided by the CITY following the meeting. Upon receipt of CITY's comments and discussion/resolution of all necessary aspects for the report, the CONSULTANT will proceed to complete the Final Wastewater Capital Plan Report.

10.2 Final Report

Upon receipt of CITY comments and agreement of meeting summary/minutes on the Draft Report, the CONSULTANT will update the document and submit the Final Wastewater System

Capital Plan Report.

Task 10 Deliverables

- Draft Report (up to five hard copies and PDF version)
- Meeting minutes (PDF version)
- Final Report (up to five hard copies and PDF version)

C. CITY'S RESPONSIBILITIES AND ASSUMPTIONS

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if the CITY desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the CITY and the CONSULTANT.

The following assumptions and CITY responsibilities apply to this project:

- This Task Order scope includes 20 lift station assessments. If additional assessments are determined necessary, the CONSULTANT will provide the CITY with the costs associated with the additional work and a determination will be made as how to proceed.

- The CITY will provide all required information within the period established in the schedule contained in this Scope of Services.

- The schedule is based on timely receipt of data from the CITY.

- The CITY shall attend all meetings to maintain the progress of the project according to the schedule.

- The site visits will include inspection of the facilities and discussions with appropriate operations personnel.

- The CONSULTANT will not be liable to and/or indemnify the CITY and/or any third party related to any inconsistencies between the CONSULTANT's data projections and estimates and actual costs and/or quantities realized by the CITY and/or any third party in the future.

D. ITEMS NOT INCLUDED

The following items are not included in this Scope of Services:

- Revisions to or reproduction of record drawings.

- Field surveying of facilities.

- Design of any recommended remedial WRF improvements.

E. SCHEDULE

An estimate of ten (10) months to final report submittal was used for the development of the schedule. The CONSULTANT's services will commence upon CITY's issuance of a written notice-to- proceed. The proposed schedule is an estimate contingent to the CITY's availability during coordination of the workshops and site visits.

F. COMPENSATION

Compensation for CONSULTANT's services described in this Task Order will be billed as lump sum fee for Tasks 1, 2, 3, 4, 9, 10 ($245,453.98) and as actual time in accordance with the billing rates provided in Attachment A of the Master Services Agreement for Tasks 5, 6, 7, 8 ($200,303.64), for a total fee of **$454,738.62** at the hourly rates indicated in Exhibits 1 of Attachment 1.

The estimated budget is contingent to the Contractor's ability to complete the work under the contracted schedule. In the event that the construction time extends, the ENGINNER will seek CITY's authorization for additional compensation over the estimated original budget.

G. TERMS AND CONDITIONS

The terms and conditions of the Agreement referred to above shall apply to the Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically reference.

H. TERMS OR PROVISIONS IN CONFLICT

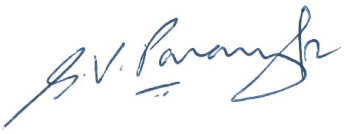
If the provisions set forth in the Agreement are in conflict with the provisions set forth in the Task Order, the provisions of this Task Order shall govern.

I. EFFECTIVE DATE

This Task Order is effective as of the 3rd day of December 2020.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and of the ENGINEER have executed this Task Order No. 18 evidencing its issuance by CITY and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.

By: 

Sudhanva Paranjape, P.E.,
Vice President

By: 

Scott Richards, P.E.,
Associate Vice President

CITY

By:

Stockton Whitten,
City Manager

ATTACHMENT 1

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE													
CAROLLO ENGINEERS INC. - Engineering Services Fee FY2021 Wastewater System Capital Plan Engineering Services		Assistant Professional ES I	Assistant Professional ES II	Professional ES III	Professional ES IV	Project Professional ES V	Project Professional ES VI	Lead Project Professional ES VII	Senior Professional ES VIII	Admin/Clerical	Word Processing	Total Hours	Total Labor Cost (Not-to-Exceed)
TASK	TASK DESCRIPTION	$ 106.17	$ 126.00	$ 133.59	$ 156.00	$ 161.67	$ 181.47	$ 204.75	$ 225.00	$ 70.96	$ 90.00		
1	PROJECT MANAGEMENT AND QUALITY ASSURANCE/CONTROL												
1.1	Project Management and Communications			24	60				30			114	$19,316.16
1.3	Project Kickoff and Progress Meetings	36		24	36	8	8		36			148	$23,489.40
1.4	Monthly Progress Reports	16			16							32	$4,194.72
1.5	Quality Control and Quality Assurance							24				24	$4,914.00
	Subtotal Task 1	52	0	48	112	8	8	24	66	0	0	318	**$51,914.28**
2	DATA GATHERING												
2.1	Data Gathering and Review	80		40	20				8			148	$18,757.20
	Subtotal Task 2	80	0	40	20	0	0	0	8	0	0	148	**$18,757.20**
3	POPULATION AND FLOW PROJECTIONS												
3.1	Historical Sellers WRF Wastewater Flows Analysis	30		20					8			58	$7,656.90
3.2	Historical Lift Stations Wastewater Flows Analysis	36			32				4			72	$9,714.12
3.3	Future Service Area (Planned Development, Septic Tank Areas)	40		40					8			88	$11,390.40
3.4	Population Data Analysis	40		40					8			88	$11,390.40
3.5	Reclaimed Water Demands Analysis	80		20	20				4			124	$15,185.40
3.6	Wastewater Flow Projections	40		24	16				4			84	$10,848.96
	Subtotal Task 3	266	0	144	68	0	0	0	36	0	0	514	**$66,186.18**
4	REGULATORY REQUIREMENTS												
4.1	Review of Wastewater Regulations	24			8				4			36	$4,696.08
4.2	Review of Biosolids Regulation - *To be coordinated with Biosolids MP*	16			8				4			28	$3,846.72
4.3	Review of Reclaimed Water Regulations	16			8				4			28	$3,846.72
	Subtotal Task 4	56	0	0	24	0	0	0	12	0	0	92	**$12,389.52**
5	HYDRAULIC MODEL UPDATE AND ANALYSIS												
5.1	Update Model Infrastructure Using GIS (Rebuild)	80		20					4			104	$12,065.40
5.2	Develop Model Scenarios			40					8			48	$7,143.60
5.3	Model Verification (including I&I)	80		60								140	$16,509.00
5.4	Future Analyses and CIP Update	40		40	24				8			112	$15,134.40
5.5	Draft Hydraulic Model TM	40		40	24				8			112	$15,134.40
	Subtotal Task 5	240	0	200	48	0	0	0	28	0	0	516	**$65,986.80**
6	SELLERS WRF EVALUATION												
6.1	Review of Sellers WRF	16			8		8	8				40	$6,036.48
6.2	Develop Master Plan Standby/Reliability Criteria	20				10	20	20				70	$11,464.50
6.3	Treatment Facility Performance, Capacity and Optimization Assessment	20				10	10	20	16			76	$13,249.80
6.4	Facility Inspection and Condition Assessment	120	40	16	16	60	90	40	8			390	$58,436.34
6.5	Determine Future Treatment Facility Needs			40	8	20	20	20	8			116	$19,349.40
	Subtotal Task 6	176	40	56	32	100	148	108	32	0	0	692	**$108,536.52**
7	WASTEWATER COLLECTION SYSTEM EVALUATION												
7.1	Gravity Sewer and Force Mains Assessment	12		8					8			28	$4,142.76
7.2	Lift Station Assessment	12		8					8			28	$4,142.76
7.3	Valves Assessment	12		8					8			28	$4,142.76
	Subtotal Task 7	36	0	24	0	0	0	0	24	0	0	84	**$12,428.28**
8	RECLAIMED WATER SYSTEM AND EFFLUENT DISPOSAL EVALUATION	40		36	16				8			100	$13,352.04
	Subtotal Task 8	40	0	36	16	0	0	0	8	0	0	100	**$13,352.04**
9	CAPITAL IMPROVEMENT PLAN DEVELOPMENT												
9.1	Risk Assessment	40		20	16	16	16		8			116	$16,704.84
9.2	Rehabilitation and Replacement Plan	80		40	16	20	20		8			184	$24,996.00
9.3	Construction Cost Estimates	40		24	16	16	16		8			120	$17,239.20
9.4	Capital Improvement Plan	40		24	24	8	8		20			124	$18,442.08
	Subtotal Task 9	200	0	108	72	60	60	0	44	0	0	544	**$77,382.12**
10	WASTEWATER SYSTEM CAPITAL PLAN REPORT												
10.1	Draft Report	40		20	8	8	8		8		32	124	$15,591.72
10.2	Final Report	20		16	8	8	8		8		24	92	$12,213.96
	Subtotal Task 10	60	0	36	16	16	16	0	16	0	56	216	**$27,805.68**
	Task 1, 2, 3, 4, 9, 10 | Lump Sum Fee	714	0	376	312	84	84	24	182	0	56	1832	**$254,434.98**
	Task 5, 6, 7, 8 | Not-to-Exceed Fee	492	40	316	96	100	148	108	92	0	0	1392	**$200,303.64**
	Total Project Hours and Labor Costs (CAROLLO ENGINEERS INC.)	1206	40	692	408	184	232	132	274	0	56	3224	**$454,738.62**
	TOTAL FEE											3224	**$454,738.62**

~ TRACK SHEET ~

Multi-use Continuing Services Agreement Contract - FINANCE DEPARTMENT

COMMODITY/SERVICE:	**Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**	**Term: 3 years with two (2), one (1) Year Renewal Options. NTE: 5 Years Consecutive.**
VENDOR/CONTRACTOR:	**Carollo Engineers, Inc. 200 E. Robinson Street Suite 1400 Orlando, FL 32801 Office: 407-377-4329 Fax: 407-478-4643 Attn: Larry Elliott - Tonya Kay -**	**EXPIRES: 07/23/2021**
Department Name:	UTILITIES	*Balances Verified By: Diane Kozlak*
Department Requestor	Katie Ennis	*Date Verified: 12/10/2020*
VENDOR NUMBER:	10398	
COUNCIL APPROVED:	05/08/2018 Item VIII.5	
Quote/Bid/Proposal No:	**RFQ-18-10-COC**	
Total # of Task Orders Issued for this Contract:	18	**RENEWALS LEFT - 2**

Contract Date: 07/24/2018 - 07/23/2021, Approved by Council on 5/8/18 Item VIII.5	FY2018	4,129.00
Contract Date: 07/24/2021 - 07/23/2022 , Approved by Council on (RENEWAL AVAILABLE)	FY2019	389,014.40
Contract Date: 07/24/2022 - 07/23/2023 , Approved by Council on (RENEWAL AVAILABLE)	FY2020	356,307.55
	FY2021	0.00
	FY2022	0.00
	FY2023	0.00
PO AMOUNT CURRENTLY ENCUMBERED:		**607,072.31**
PO AMOUNT CURRENTLY PAID:		**749,450.95**
TOTAL:		**1,356,523.26**

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
		Project #	607,072.31	749,450.95
2018-01	**SE-PO#2018-73202-36691** date 8/24/18 within the CM's signing authority Utilize filter media to achieve supplemental removal of suspended solids from the wastewater effluent. Project Management & Quality Assurance/Control - Site Visit & Evaluation	**WS19BB**	0.00	4,129.00
2019-02	**WFO-PO#2019-73605-37211** date 10/23/18 approved by Council: 9/25/18 Item V.4-#18-389 SCADA Long-term strategic planning and maintenance, quality control process development **LIQUIDATED $8,058.72 (FINAL PAYMENT)**	**N/A**	0.00	116,941.28
2019-03	**SE-PO#2019-74066-37656** date 01/08/19 $99,980 approved by Council: 9/25/2018 Computerized Maintenance Management System (CMMS) Micro Main Assistance Phase III Project Management/Software Configuration Assistance/Data Input/Training/Deliverables **LIQUIDATED $2,999.43 (FINAL PAYMENT)**	**WS17CM**	0.00	96,981.57
2019-04	**SE-PO#2019-74249-37953** date 02/13/18 Originally $38,540 within the CM's signing authority SCADA programming, software license renewal as needed w/CDM Smith Assistance Sub- ***Consultant CDM will be going as separate PO and Carollo's portion will be $38,540*** *CDM SMITH PO#74186 completed as support staff per B. Heimbecker on 4/22/19* ***CO#1 ADD $34,347 date: XX/XX/19 additional SCADA programming, software licenses*** **LIQUIDATED $9,651.30 (FINAL PAYMENT)**		0.00	63,235.70
2019-05	**SE-PO#2019-73923-37586** date 12/06/18 $5,759.10 within the CM's signing authority Cidco Tower Inspection and Letter Report	**WS19LR**	0.00	5,759.10
2019-06	**SE-PO#2019-73848-37511** date 11/27/18 $78K Approved by Council Flow Improvements QAQC Review - Quality Assurance and Quality Control (QAQC) *NORMA WILL DO A CHANGE ORDER TO CORRECT THE TASK ORDER NUMBER From: 04 To: 06*	**WS16SF**	0.00	45,370.99
2019-07	**SE-PO#2019-73985-37637** date 12/12/18 $5359.68 within the CM's signing authority ABW Construction Services through bidding & Construction repair of the Sellers WRF ABW Filters - Automatic Backwash Filters (ABW)	**WS19BB**	0.00	5,359.68

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
2019-08	SE-PO#2019-74732-38587 date 06/03/19 $8761.93 within the CM's approval *elevated Water Tank Repairs & Improvements- Cidco Tower (final)*		0.00	2,678.33
	FY2020 BALANCE CARRIED FORWARD $6,083.60 (Liquidated $2,779.70)		0.00	5,982.23
2019-09	SE-PO#2019-74875-38749 date 6/28/19 $100,843.12 approved by Council on 6/26/19 V.4 #19-288 re-design and update CDM Smith's 20016 products by Carollo	WS16SF	0.00	46,705.52
	FY2020 BALANCE CARRIED FORWARD $73,023.46 CO#1 ADD $18,885.86 Additional field validation & calculation word needed to confirm the influent pump	WS16SF	6,434.32	66,589.14
2020-10	SE-PO#2020-75831-39830 date 11/15/19 $105,368.45 Approved by Council on 11/13/19 SCADA Project Management, Sub-Consultant Coordination, Programming, Emergency on-call Services	N/A	5,934.18	99,434.27
2020-11	WFO-PO#2020-76292-40495 date 03/25/20 $175,810.66 Approved by Council on 02/26/2020 Item#V.10 797 HOURS Project & Assessment information Management Assistance *Quality Control Process Development -Long Term Strategic Planning / SCADA Maintenance /Valve Assessn* Manhole & Gravity Sewer Program Maintenance PO BALANCE IS ZERO - $22,293.70 NOT USED	N/A	0.00	153,516.96
2020-12	WFO-PO#2020-76485-40794 date 05/08/20 $4,051.00 within the CM's approval Jerry Sellers WRF Masonry Lintel Repair Project	WS20EB	0.00	4,051.00
2020-13	UT-PO#2020-76691-41002 date 06/26/20 $49,858.64 within the CM's approval Phase 1 Lift Station No. 1 Improvements Project		27,270.81	22,587.83
2020-14	UT-PO#2020-76901-41330 date 08/26/20 $167,104.00 Council Approval Required Identifying biosolids management strategies for the Jerry Sellers Water Reclamation Facility (WRF)		156,975.65	10,128.35
2021-15	UT-PO#2021-77296-41858 date 11/04/20 $157,598.35 Council Approval Required 10/23/20 Item VI.5 FY21 Jerry Sellers WRF SCADA Maintenance (PROJECT) - Maintain Plant & Lift Station Telemetry/Scada Maintenance and Updates Provided Task Order # to Frank 09/18/20		157,598.35	0.00
2021-16	UT-PO#2021-XXXX-XXXXX date 0/0/20 $97,430.00 Council Approval Required FY21 Jerry Sellers WRF SCADA Netowrk Design (PROJECT) Provided Task Order # to Frank 09/18/20			0.00
2021-17	UT-PO#2021-77442-41874 date 11/30/20 $252,859.00 Council Approval Required 10/13/20 Item VI.4 FY21 Sewer Field Operations and Division Support Provided Task Order # to Melinda 09/18/20		252,859.00	0.00
2021-18	UT-PO#2021-XXXX-XXXXX date 0/0/20 $454,738.62 Council Approval Required 0/0/20 Item Development of Wastewater Master Plan, update the hydraulic model, perform assessments of key infrastructure, update Provided Task Order # to Katie 12/02/20			

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of July 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.,** a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of projects for the Wastewater System from time to time on an as-needed, task oriented basis; 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 utility 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 shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 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 Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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 Carollo Engineers, Inc., a Delaware corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, 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 and direct 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 Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of 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 the hourly rate schedule attached hereto as **Attachment "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee shall

consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. 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 engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the 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, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for engineering services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Wastewater System. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Engineering evaluation and design of disposal methods, supplemental wells, biosolids disposal, electrical components, SCADA and telemetry, treatment facility components and processes, expansions, and other improvements
2. Design Services
    a. 30 percent design completion submittals
    b. 60 percent design completion submittals
    c. 90/100 percent design completion submittals
3. Bidding Support Services
4. Construction Phase Services
    a. Engineering Services during construction such as shop drawing review, responses to requests for information, and progress meeting attendance/management
    b. Periodic site visits
    c. Testing
    d. Certification of Construction
    e. Record Drawings
    f. Resident Engineer, if required

g. Construction Management and Inspection, if required
h. Startup assistance/training

5. SCADA services and telemetry support per the City's Control Systems Configuration Standards. The Plant is currently using VTSCADA for their SCADA platform.
6. Planning to include; long-term master planning and CIP development for the wastewater system, validation, prioritization, scheduling, probable cost determinations, and coordination with various planning agencies
7. Permitting Services to include items like:
   a. Permit compliance related to wastewater, reclaimed water, supplemental ground water, and surface/storm water supplies
   b. Plant Operating Permit Renewals and/or Updates as needed
8. Environmental impact assessments, including wetlands monitoring, associated with the development and operation of wastewater facilities
9. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of wastewater facilities
10. Plant process assessments and investigation services
11. Asset management and condition assessment assistance including operation and maintenance studies. The plant utilizes a computerized maintenance management system and the Field Operations group utilizes GIS software to track asset management and maintenance functions
12. Cost Estimating Services. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects as a service deliverable, the Engineer has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.
13. Planning Evaluations/Studies
14. O&M Manual Preparation, if required
15. GIS Support
16. Materials Testing
17. Bench/Pilot testing when necessary
18. Geotechnical Investigations
19. Land Surveying/Aerial Photography
20. Assistance in communication with equipment vendors and suppliers and analysis of equipment recommendations/evaluation
21. Grants Assistance and state/federal funding assistance

22. Miscellaneous services including public relations assistance, design review, and program management services
23. Additional services as requested

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 City-Provided Information and Services. The City shall furnish the Engineer available studies, reports and other data pertinent to the Engineer's services; obtain or authorize the Engineer to obtain or provide additional reports and data as required; furnish to the Engineer services of others required for the performance of the Engineer's services hereunder, and the Engineer shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Engineer's services under this Agreement.

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 Section 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.

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.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party

responsible therefore.

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. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

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. 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 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or

any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

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. The City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

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 $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, to protect the Engineer from claims of property damages and personal injury 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 $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 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 thirty (30) days prior to any expiration date. There shall also be a thirty (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 l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 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, reduced or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by mail. 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 or provided through the London Market for Professional Liability Insurance. 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 Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 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. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer

for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

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 trademark 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. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions

of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing

party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

a. 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 shall be owned by the City and 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.

b. 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.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

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, which 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, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. 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 therefor; or

b. 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

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

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

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

f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 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.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

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 Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) 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.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of 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 (with the exception of Engineer's labor force); 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 60 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 term, condition 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. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

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. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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 any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's 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:

Carollo Engineers, Inc.
Attention: Larry Elliott
200 E. Robinson Street Suite 1400
Orlando, FL 32801
Work: (407) 377-4329
Fax: (407) 478-4643

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of 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. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over 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 three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

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 AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold harmless the City, its officers, employees, agents, and volunteers, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification and defense, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

34.3 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award

against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.4 The Engineer shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Engineer's subconsultants, that impact project completion and/or success.

34.5 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

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 applicable 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 applicable 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.

35.3 The parties agree that, in the City's contract with the construction contractor, the Engineer shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site. Additionally, the Engineer shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all contract documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

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 its Sub-consultants, 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;

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 judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

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

By: _____

Print Name/Title: John Titkanich, Jr. City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

CAROLLO ENGINEERS, INC.

By: _____

Print Name/Title: LARRY ELLIOTT SR VICE PRESIDENT

By: _____

Print Name/Title: Sudhanva V. Paranjape
Associate Vice President

EXHIBIT A

Attachment A
HOURLY RATES SCHEDULE

CAROLLO ENGINEERS INC.
ENGINEERING SERVICES FOR WASTEWATER COLLECTION,
TREATMENT, AND DISPOSAL SYSTEM

As requested, the following is our information regarding the personnel hourly rates for our continuing services contractor with the City of Cocoa.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$106.17	E.I.	0-2
Assistant Professional ES II	$126.00	E.I.	3-4
Professional ES III	$133.59	P.E.	5-6
Professional ES IV	$156.00	P.E.	7-8
Project Professional ES V	$161.67	P.E.	9-10
Project Professional ES VI	$181.47	P.E.	11-12
Lead Project Professional ES VII	$204.75	P.E.	13-14
Senior Professional ES VIII	$225.00	P.E.	15+
Engineering Technicians			
Technician ET I	$65.57		
Technician ET II	$75.36		
Technician ET III	$76.47		
Technician ET IV	$90.00		
Senior Technician ET V	$103.76		
Senior Technician ET VI	$112.60		
Senior Technician ET VII	$130.48		
Senior Technician ET VIII	$144.46		
Construction Inspection			
Inspector	$115.00		0-4
Resident Engineer	$165.00		5-10
Construction Manager	$190.00		11+
Office Staff			
Admin/Clerical	$70.96		
Word Processing	$90.00		
Marketing/PC	$106.84		

Notes:

1. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.
2. Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

7/20/18

carollo

TRANSMITTAL

CONTINUING SERVICES AGREEMENT FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

City of Cocoa

Date: July 18, 2018
Subject: Continuing Services
Project No.: RFQ # RQS18-0120
Copies To:

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P. 407.478.4642
F. 407.478.4643

Address: City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Attention: John Walsh, P.E.

The following items are:

☐ Requested	☐ Report	☐ Cost Estimate	☐ Calculation
☒ Enclosed	☐ Test Result	☐ Check Print	☐ Other
☐ Sent Separately	☐ Specification	☐ Progress Est.	

Via: Hand Delivery

No. of Copies	Description
1	Engineer Executed Continuing Services Agreement

These data are submitted:

☐ At your request	☐ For your review	☐ For your files
☐ For your approval	☒ For your action	☐ For your information

Please contact me if you have any questions or concerns.

Sincerely,

CAROLLO ENGINEERS, INC.

Larry E. Elliott

Larry Elliott
Project Manager
LE: tb

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9048811&GUID=841BCA0A-518D-4B41-86B9-A6FF8F3733A5* is a secure document that has been embedded in this document. Double click the pushpin to view.



FORTINET

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is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment			Group #
1100 - CITY MANAGER'S OFFICE						
11/10/20	001-1100-512.24-00	6	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1100-512.22-00	27				
	001-1100-512.21-00	271				
	001-1100-512.12-12	3,532				
11/17/20	001-1100-512.31-00	20,000	R/O PO #76365 Nat Res	RES# 2020-245		625
2	Budget Amendments/Transfers			Division 1100 Total	$23,836	
1103 - INFORMATION TECHNOLOGY						
11/10/20	001-1103-516.24-00	7	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1103-516.22-00	170				
	001-1103-516.21-00	297				
	001-1103-516.12-12	3,878				
11/17/20	001-1103-516.63-00	45,897	R/O PO #76452 Danella Con	RES# 2020-245		625
	001-1103-516.63-00	13,795	R/O PO#76802 Danella Con	RES# 2020-245		625
3	Budget Amendments/Transfers			Division 1103 Total	$64,044	
1500 - FINANCE GENERAL ACCOUNTNG						
11/10/20	001-1500-513.24-00	11	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1500-513.21-00	472				
	001-1500-513.12-12	6,161				
1	Budget Amendments/Transfers			Division 1500 Total	$6,644	
1510 - FINANCE UTILITY ACCOUNTNG						
11/10/20	001-1510-536.24-00	7	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1510-536.22-00	16				
	001-1510-536.21-00	283				
	001-1510-536.12-12	3,688				
1	Budget Amendments/Transfers			Division 1510 Total	$3,994	
1600 - GENERAL OPERATIONS						
10/14/20	001-1600-513.39-00	(91,628)	CORR CCRA LOAN C	FY20 BUDG INCORR		127
10/27/20	001-1600-513.31-33	(54,153)	BENTEK BROKER CONSULT FEE			281
	001-1600-513.56-15	(35,006)				

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/27/20	001-1600-513.31-00	89,159	BENTEK BROKER CONSULT FEE		281
	001-1600-513.39-00	(16,600)	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-1600-513.48-00	(900)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.48-00	900			
11/10/20	001-1600-513.39-00	(10,426)	COVER INCR PD PATROL CARS RES# 2020-238		544
	001-1600-513.39-00	(200,000)	COVID 19 PAYOUTS RES# 2020-235		558
	001-1600-513.39-00	(132,703)			
	001-1600-581.91-03	4,083			
11/16/20	001-1600-513.31-33	(197,955)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.52-33	(100,548)			
	001-1600-513.52-33	100,548			
	001-1600-513.31-33	197,955			
7	Budget Amendments/Transfers		Division 1600 Total	($447,274)	
1801 - HUMAN RESOURCES					
11/10/20	001-1801-513.24-00	8	COVID 19 PAYOUTS RES# 2020-235		558
	001-1801-513.22-00	314			
	001-1801-513.21-00	359			
	001-1801-513.12-12	4,689			
1	Budget Amendments/Transfers		Division 1801 Total	$5,370	
1805 - CITY CLERK					
11/10/20	001-1805-513.24-00	3	COVID 19 PAYOUTS RES# 2020-235		558
	001-1805-513.22-00	17			
	001-1805-513.21-00	123			
	001-1805-513.12-12	1,607			
1	Budget Amendments/Transfers		Division 1805 Total	$1,750	
2100 - POLICE ADMIN/OPERATIONS					
10/13/20	001-2100-521.46-03	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-2100-521.52-14	16,617	JAG GRANT CAMERAS RES # 20-213		124
11/05/20	001-2100-521.64-00	(352,824)	ASSIGN AD BUDG PROJ #S		405
	001-2100-521.52-00	(147,890)			
	001-2100-521.44-00	(79,692)			
	001-2100-521.34-00	(51,308)			
	001-2100-521.49-21	(20,000)			
	001-2100-521.40-00	(14,508)			
	001-2100-521.55-00	(13,178)			
	001-2100-521.56-15	(12,014)			
	001-2100-521.46-00	(9,130)			
	001-2100-521.54-00	(6,310)			
	001-2100-521.41-00	(5,825)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.47-00	(5,625)	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.46-03	(2,650)		
	001-2100-521.48-00	(500)		
	001-2100-521.42-00	(330)		
	001-2100-521.51-00	(250)		
	001-2100-521.56-15	26		
	001-2100-521.56-15	58		
	001-2100-521.54-00	80		
	001-2100-521.54-00	100		
	001-2100-521.47-00	120		
	001-2100-521.52-00	120		
	001-2100-521.55-00	120		
	001-2100-521.54-00	150		
	001-2100-521.51-00	250		
	001-2100-521.54-00	260		
	001-2100-521.54-00	265		
	001-2100-521.47-00	283		
	001-2100-521.42-00	330		
	001-2100-521.56-15	410		
	001-2100-521.55-00	495		
	001-2100-521.46-03	500		
	001-2100-521.48-00	500		
	001-2100-521.41-00	501		
	001-2100-521.52-00	633		
	001-2100-521.47-00	750		
	001-2100-521.47-00	875		
	001-2100-521.40-00	981		
	001-2100-521.46-03	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.41-00	1,004		
	001-2100-521.52-00	1,015		
	001-2100-521.55-00	1,020		
	001-2100-521.34-00	1,055		
	001-2100-521.46-03	1,150		
	001-2100-521.52-00	1,150		
	001-2100-521.47-00	1,283		
	001-2100-521.40-00	1,352		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,458		
	001-2100-521.52-00	1,473		
	001-2100-521.55-00	1,998		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.52-00	2,174	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.47-00	2,314		
	001-2100-521.40-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.40-00	2,500		
	001-2100-521.54-00	2,500		
	001-2100-521.54-00	2,955		
	001-2100-521.52-00	3,440		
	001-2100-521.41-00	4,320		
	001-2100-521.46-00	4,430		
	001-2100-521.55-00	4,515		
	001-2100-521.46-00	4,700		
	001-2100-521.52-00	4,751		
	001-2100-521.52-00	4,770		
	001-2100-521.55-00	5,030		
	001-2100-521.40-00	5,892		
	001-2100-521.52-00	5,952		
	001-2100-521.52-00	6,144		
	001-2100-521.52-00	7,392		
	001-2100-521.52-00	7,753		
	001-2100-521.44-00	7,800		
	001-2100-521.52-00	8,514		
	001-2100-521.52-00	9,114		
	001-2100-521.64-00	9,582		
	001-2100-521.52-00	10,744		
	001-2100-521.52-00	11,088		
	001-2100-521.56-15	11,520		
	001-2100-521.44-00	17,670		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	22,578		
	001-2100-521.64-00	24,742		
	001-2100-521.52-00	34,293		
	001-2100-521.34-00	50,253		
	001-2100-521.44-00	54,222		
	001-2100-521.64-00	318,500		
11/10/20	001-2100-521.52-00	(278)	COVER COSTS AFIS LIVESCAN RES# 2020-239	556
	001-2100-521.64-00	278		
	001-2100-521.64-00	10,426	COVER INCR PD PATROL CARS RES# 2020-238	544
	001-2100-521.22-00	33	COVID 19 PAYOUTS RES# 2020-235	558
	001-2100-521.24-00	1,109		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	001-2100-521.22-00	1,671	COVID 19 PAYOUTS RES# 2020-235		558
	001-2100-521.21-00	2,565			
	001-2100-521.24-00	7,516			
	001-2100-521.13-00	8,584			
	001-2100-521.21-00	10,486			
	001-2100-521.22-01	21,265			
	001-2100-521.12-12	33,526			
	001-2100-521.12-00	121,153			
	001-2100-521.52-12	(16,980)	FY21 BPV GRANT 0410 RES# 2020-228		547
	001-2100-521.52-22	33,960			
	001-2100-521.23-00	(10,743)	RED FY21 VOCA GR AWARD RES# 2020-230		551
	001-2100-521.22-00	(7,257)			
	001-2100-521.21-00	(5,919)			
	001-2100-521.27-00	(4,800)			
	001-2100-521.12-00	(3,422)			
	001-2100-521.24-00	(132)			
	001-2100-521.64-00	(24,724)	TXFR VOCA MATCH TO PATROL RES# 2020-230		550
	001-2100-521.64-00	24,724			
11/16/20	001-2100-521.52-12	(16,980)	ASSIGN AD BUDG PROJ #S		405
	001-2100-521.52-12	16,980			
10	Budget Amendments/Transfers		Division 2100 Total	$223,528	
2101 - POLICE COMMUNICATIONS					
11/05/20	001-2101-521.40-00	(8,413)	ASSIGN AD BUDG PROJ #S		405
	001-2101-521.34-00	(5,874)			
	001-2101-521.55-00	(1,000)			
	001-2101-521.54-00	(175)			
	001-2101-521.52-00	(150)			
	001-2101-521.52-00	150			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,000			
	001-2101-521.34-00	5,874			
	001-2101-521.40-00	8,413			
11/10/20	001-2101-521.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-2101-521.24-00	72			
	001-2101-521.21-00	276			
	001-2101-521.21-00	1,962			
	001-2101-521.22-00	2,562			
	001-2101-521.12-12	3,602			
	001-2101-521.12-00	24,729			
2	Budget Amendments/Transfers		Division 2101 Total	$33,210	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment			Group #
2132 - CODE ENFORCEMENT						
11/10/20	001-2132-524.24-00	29	COVID 19 PAYOUTS	RES# 2020-235		558
	001-2132-524.22-00	55				
	001-2132-524.21-00	84				
	001-2132-524.12-12	1,090				
1	Budget Amendments/Transfers			Division 2132 Total	$1,258	
2200 - FIRE ADMINISTRATION						
10/27/20	001-2200-522.64-16	33,180	Firehouse Sub Grant	Hydraulic Equipment		303
11/10/20	001-2200-522.24-00	150	COVID 19 PAYOUTS	RES# 2020-235		558
	001-2200-522.21-00	221				
	001-2200-522.12-12	2,884				
2	Budget Amendments/Transfers			Division 2200 Total	$36,435	
2201 - FIRE OPERATIONS						
11/10/20	001-2201-522.24-00	1,567	COVID 19 PAYOUTS	RES# 2020-235		558
	001-2201-522.21-00	2,309				
	001-2201-522.12-12	30,178				
11/16/20	001-2201-522.64-00	(45,000)	ASSIGN AD BUDG PROJ #S			405
	001-2201-522.64-00	10,000				
	001-2201-522.64-00	35,000				
2	Budget Amendments/Transfers			Division 2201 Total	$34,054	
3200 - ADMINISTRATION						
11/10/20	001-3200-515.24-00	11	COVID 19 PAYOUTS	RES# 2020-235		558
	001-3200-515.22-00	209				
	001-3200-515.21-00	316				
	001-3200-515.12-12	4,119				
11/17/20	001-3200-515.31-00	17,425	R/O PO # 76297 S&ME	RES# 2020-245		625
	001-3200-515.34-00	8,656	R/O PO #76172 Geosyntec	RES# 2020-245		625
3	Budget Amendments/Transfers			Division 3200 Total	$30,736	
3205 - ECONOMIC DEVELOPMENT						
11/10/20	001-3205-559.24-00	2	COVID 19 PAYOUTS	RES# 2020-235		558
	001-3205-559.21-00	89				
	001-3205-559.22-00	99				
	001-3205-559.12-12	1,154				
1	Budget Amendments/Transfers			Division 3205 Total	$1,344	
3500 - ADMINISTRATION						
11/10/20	001-3500-519.24-00	1	COVID 19 PAYOUTS	RES# 2020-235		558
	001-3500-519.21-00	22				
	001-3500-519.12-12	286				

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1	Budget Amendments/Transfers		Division 3500 Total	$309	
3510 - STREET MANAGEMENT					
11/05/20	001-3510-541.64-00	(70,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	70,000			
11/10/20	001-3510-541.46-00	(16,293)	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-3510-541.63-00	16,293			
	001-3510-541.63-00	50,000			
	001-3510-541.21-00	52	COVID 19 PAYOUTS RES# 2020-235		558
	001-3510-541.24-00	70			
	001-3510-541.12-12	679			
11/16/20	001-3510-541.63-00	(300,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.63-00	300,000			
11/17/20	001-3510-541.46-00	58,161	R/O PO #75367 Goodson Pav RES# 2020-245		625
	001-3510-541.46-00	2	R/O PO #75368 Goodson Pav RES# 2020-245		625
	001-3510-541.63-04	7,750	R/O PO #76438 Parkit Con RESO #2020-245		625
	001-3510-541.46-00	1	R/P PO #76124 Goodson Pav RES# 2020-245		625
8	Budget Amendments/Transfers		Division 3510 Total	$116,715	
3520 - PARKS & BEAUTIFICATION					
10/27/20	001-3520-572.34-09	16,600	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-3520-572.64-00	(17,000)	ASSIGN AD BUDG PROJ #S		405
	001-3520-572.64-00	17,000			
11/10/20	001-3520-572.21-00	280	COVID 19 PAYOUTS RES# 2020-235		558
	001-3520-572.24-00	372			
	001-3520-572.12-12	3,655			
	001-3520-572.31-13	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-3520-572.31-14	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-3520-572.31-14	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-3520-572.31-13	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
7	Budget Amendments/Transfers		Division 3520 Total	$130,907	
3540 - PUBLIC WORKS- FLEET MAINT					
11/10/20	001-3540-519.24-00	73	COVID 19 PAYOUTS RES# 2020-235		558
	001-3540-519.21-00	199			
	001-3540-519.12-12	2,601			
11/16/20	001-3540-519.64-00	(10,000)	ASSIGN AD BUDG PROJ #S		405
	001-3540-519.64-00	10,000			
2	Budget Amendments/Transfers		Division 3540 Total	$2,873	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3560 - FACILITY MANAGEMENT					
11/10/20	001-3560-519.24-00	224	COVID 19 PAYOUTS RES# 2020-235		558
	001-3560-519.21-00	439			
	001-3560-519.12-12	5,739			
11/16/20	001-3560-519.64-00	(173,500)	ASSIGN AD BUDG PROJ #S		405
	001-3560-519.64-00	34,500			
	001-3560-519.64-00	37,000			
	001-3560-519.64-00	45,000			
	001-3560-519.64-00	57,000			
2 Budget Amendments/Transfers			Division 3560 Total	$6,402	
3580 - CAPITAL PROJECTS MNGMT					
11/10/20	001-3580-519.24-00	4	COVID 19 PAYOUTS RES# 2020-235		558
	001-3580-519.22-00	46			
	001-3580-519.21-00	160			
	001-3580-519.12-12	2,088			
1 Budget Amendments/Transfers			Division 3580 Total	$2,298	
58 Total Budget Amendments/Transfers			**GENERAL FUND**	**$278,433**	
3240 - HOUSING GRANTS					
11/17/20	103-3240-554.83-09	13,780	R/O PO # 76904 Cent Brev RESO #2020-234		625
	103-3240-554.83-00	348	R/O PO #76234 Green Leaf RES# 2020-245		625
	103-3240-554.83-00	8,308	R/O PO #76898 P Lynch Con RES# 2020-245		625
	103-3240-554.83-09	13,237	R/O PO #76903 Salv Army RES# 2020-245		625
	103-3240-554.83-09	13,780	R/O PO #76906 Comm Svcs RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76938 Salv Army RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76939 Cent Brev RES# 2020-245		625
7 Budget Amendments/Transfers			Division 3240 Total	$90,793	
7 Total Budget Amendments/Transfers			**CDBG**	**$90,793**	
3240 - HOUSING GRANTS					
11/17/20	104-3240-554.83-00	260,000	R/O PO #74638 Comm Housg RES# 2020-245		625
1 Budget Amendments/Transfers			Division 3240 Total	$260,000	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$260,000**	
3240 - HOUSING GRANTS					
11/17/20	105-3240-554.83-00	100	R/O PO # 76080 Fed Title RES# 2020-245		625
	105-3240-554.83-00	300	R/O PO #76003 Gr Leaf Hom RESO #2020-234		625
	105-3240-554.83-00	10,000	R/O PO #76898 P Lynch Con RESO #2020-234		625
3 Budget Amendments/Transfers			Division 3240 Total	$10,400	
3 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$10,400**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3200 - ADMINISTRATION					
11/10/20	107-3200-515.22-00	24	COVID 19 PAYOUTS RES# 2020-235		558
	107-3200-515.24-00	67			
	107-3200-515.21-00	284			
	107-3200-515.12-12	3,709			
1	Budget Amendments/Transfers		Division 3200 Total	$4,084	
	1 Total Budget Amendments/Transfers		**BUILDING PERMITS**	**$4,084**	
3230 - CRA ADMIN/OPERATIONS					
10/13/20	110-3230-559.39-00	(41)	COCOA CRA LIABILITY INS RES # 20-660		144
	110-3230-559.45-00	41			
	110-3230-559.39-00	(15,000)	LEE WENNER MANGROVE TRIM RES # 20-672		143
	110-3230-559.34-00	15,000			
10/14/20	110-3230-581.91-01	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
	110-3230-559.39-00	91,628			
11/10/20	110-3230-559.39-00	(254)	COVID 19 PAYOUTS RES# 2020-235		558
	110-3230-559.24-00	1			
	110-3230-559.21-00	17			
	110-3230-559.22-00	19			
	110-3230-559.12-12	217			
	110-3230-559.39-00	(5,000)	CRA FINANCIAL STATEMENT RES# 2020-757		559
	110-3230-559.32-00	5,000			
	110-3230-559.39-00	(25,000)	FIND - BOAT RAMP REHAB RES# 2020-678		561
	110-3230-581.91-32	25,000			
	110-3230-559.39-00	(30,000)	FIND - LEE WENNER DREDGE RES# 2020-677		560
	110-3230-581.91-01	30,000			
11/17/20	110-3230-559.63-00	18,664	R/O PO # 76293 Infr Sol RES# 2020-245		625
	110-3230-559.63-00	28,750	R/O PO #74623 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	12,118	R/O PO #76666 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	46,389	R/O PO #76790 S&ME RES# 2020-245		625
11	Budget Amendments/Transfers		Division 3230 Total	$105,921	
	11 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$105,921**	
3230 - CRA ADMIN/OPERATIONS					
10/19/20	111-3230-559.39-00	(50)	DMND SQ LIABILITY INS RES # 20-701		209
	111-3230-559.45-00	50			
11/10/20	111-3230-559.39-00	(87)	COVID 19 PAYOUTS RES# 2020-235		558
	111-3230-559.24-00	1			
	111-3230-559.21-00	6			
	111-3230-559.22-00	7			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	111-3230-559.12-12	73	COVID 19 PAYOUTS RES# 2020-235		558
11/17/20	111-3230-559.39-00	(3,100)	APP / SURVEY 2 PARCELS RES# 2020-786		594
	111-3230-559.31-00	3,100			
3 Budget Amendments/Transfers			Division 3230 Total	$0	
3 Total Budget Amendments/Transfers			**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/17/20	112-3230-559.31-01	265	R/O PO # 75259 J Colombo RES# 2020-245		625
1 Budget Amendments/Transfers			Division 3230 Total	$265	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$265**	
1506 - INVENTORY					
11/10/20	421-1506-536.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	421-1506-536.21-00	66			
	421-1506-536.12-12	863			
1 Budget Amendments/Transfers			Division 1506 Total	$931	
1515 - UTILITY SUPPORT SERVICES					
11/10/20	421-1515-536.22-00	89	COVID 19 PAYOUTS RES# 2020-235		558
	421-1515-536.24-00	260			
	421-1515-536.21-00	556			
	421-1515-536.12-12	7,262			
11/16/20	421-1515-536.64-00	(61,500)	ASSIGN AD BUDG PROJ #S		405
	421-1515-536.64-00	61,500			
2 Budget Amendments/Transfers			Division 1515 Total	$8,167	
4010 - WATER ADMINISTRATION					
10/27/20	421-4010-536.31-33	(38,952)	BENTEK BROKER CONSULT FEE		281
	421-4010-536.31-00	38,952			
11/10/20	421-4010-536.39-00	(75,000)	CLOSING COSTS W/S REV BND RES# 2020-231		554
	421-4010-536.73-00	75,000			
	421-4010-536.39-00	(81,502)	COVID 19 PAYOUTS RES# 2020-235		558
	421-4010-536.22-00	31			
	421-4010-536.24-00	31			
	421-4010-536.21-00	239			
	421-4010-536.12-12	3,123			
11/16/20	421-4010-536.64-00	(41,900)	ASSIGN AD BUDG PROJ #S		405
	421-4010-536.64-00	17,000			
	421-4010-536.64-00	24,900			
11/17/20	421-4010-536.31-01	2,421	R/O PO # 76240 Kirwin N RES# 2020-245		625
	421-4010-536.31-00	15,743	R/O PO #76150 Stantec RES# 2020-245		625
	421-4010-536.31-00	51,907	R/O PO #76942 Jacobs RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	421-4010-536.56-15	7,750	R/O PO #76965 Cleargov RES# 2020-245		625
8	Budget Amendments/Transfers		Division 4010 Total	($257)	
4020 - DYAL PLANT					
10/27/20	421-4020-536.46-02	(49,000)	Spectrum Network Service Banana River & Viera		304
	421-4020-536.46-02	49,000			
11/10/20	421-4020-536.22-00	125	COVID 19 PAYOUTS RES# 2020-235		558
	421-4020-536.24-00	855			
	421-4020-536.21-00	1,848			
	421-4020-536.12-12	24,153			
	421-4020-536.46-00	(36,458)	PRCHSE BYPASS PUMP RES# 2020-237		553
	421-4020-536.64-00	36,458			
11/16/20	421-4020-536.63-00	(160,000)	ASSIGN AD BUDG PROJ #S		405
	421-4020-536.63-00	160,000			
11/17/20	421-4020-536.63-00	59,611	R/O PO # 76439 Jacobs RES# 2020-245		625
	421-4020-536.46-00	91,484	R/O PO # 76864 Ring Power RES# 2020-245		625
	421-4020-536.64-00	186,195	R/O PO # 76947 Xylem RES# 2020-245		625
	421-4020-536.46-00	61,276	R/O PO #75893 CE Power RES# 2020-245		625
	421-4020-536.46-00	4,794	R/O PO #75906 Ring Power RES# 2020-245		625
	421-4020-536.34-00	3,223	R/O PO #76448 BioTech RES# 2020-245		625
	421-4020-536.31-03	9,280	R/O PO #76475 Vortex RES# 2020-245		625
	421-4020-536.46-00	3,396	R/O PO #76934 Blind Spot RES# 2020-245		625
	421-4020-536.46-02	(49,000)	SPECTRUM NETWORK SERVICE RES# 2020-219		595
	421-4020-536.41-00	49,000			
13	Budget Amendments/Transfers		Division 4020 Total	$446,240	
4025 - WATER FIELD OPERATIONS					
11/10/20	421-4025-536.24-00	500	COVID 19 PAYOUTS RES# 2020-235		558
	421-4025-536.21-00	1,064			
	421-4025-536.12-12	13,905			
11/16/20	421-4025-536.64-00	(354,440)	ASSIGN AD BUDG PROJ #S		405
	421-4025-536.64-00	11,050			
	421-4025-536.64-00	123,858			
	421-4025-536.64-00	219,532			
11/17/20	421-4025-536.46-00	133,948	R/O PO #75930 Goodson RES# 2020-245		625
	421-4025-536.46-00	721	R/O PO #76406 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	56,743	R/O PO #76628 DP Develop RES# 2020-245		625
	421-4025-536.46-00	4,507	R/O PO #76777 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	3,900	R/O PO #76959 Dial Plbg RES# 2020-245		625
	421-4025-536.56-15	19,038	R/O PO #76964 Morse Comm RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	421-4025-536.55-00	5,480	R/O PO #76987 FW&PCOA RES# 2020-245		625
9	Budget Amendments/Transfers		Division 4025 Total	$239,806	
4055 - ENGINEERING					
11/10/20	421-4055-536.24-00	59	COVID 19 PAYOUTS RES# 2020-235		558
	421-4055-536.22-00	81			
	421-4055-536.21-00	418			
	421-4055-536.12-12	5,454			
11/16/20	421-4055-536.63-00	(144,141)	ASSIGN AD BUDG PROJ #S		405
	421-4055-536.63-00	43,808			
	421-4055-536.63-00	100,333			
11/17/20	421-4055-536.31-03	12,978	R/O PO # 75740 Bussen May RES# 2020-245		625
	421-4055-536.63-00	27,271	R/O PO # 76691 Carollo RES# 2020-245		625
	421-4055-536.63-00	167,104	R/O PO # 76901 Carollo RES# 2020-245		625
	421-4055-536.63-00	143,094	R/O PO # 76986 Jacobs RES# 2020-245		625
	421-4055-536.63-00	3,182	R/O PO #71688 Mead & Hunt RES# 2020-245		625
	421-4055-536.63-00	1,005	R/O PO #71946 Bussen May RES# 2020-245		625
	421-4055-536.63-00	27,029	R/O PO #74901 Mead & Hunt RES# 2020-245		625
	421-4055-536.31-03	9,120	R/O PO #75744 Bussen May RES# 2020-245		625
	421-4055-536.63-00	420,315	R/O POn #71924 Brandes RES# 2020-245		625
11	Budget Amendments/Transfers		Division 4055 Total	$817,110	
4120 - WATER RECLAMATION					
11/10/20	421-4120-536.22-00	109	COVID 19 PAYOUTS RES# 2020-235		558
	421-4120-536.24-00	330			
	421-4120-536.21-00	924			
	421-4120-536.12-12	12,075			
11/16/20	421-4120-536.64-00	(77,341)	ASSIGN AD BUDG PROJ #S		405
	421-4120-536.64-15	(10,000)			
	421-4120-536.64-15	10,000			
	421-4120-536.64-00	37,280			
	421-4120-536.64-00	40,061			
2	Budget Amendments/Transfers		Division 4120 Total	$13,438	
4125 - SEWER FIELD OPERATIONS					
10/13/20	421-4125-536.46-00	(52,859)	TO 2021-17 / CAROLLO ENG RES # 20-210		126
	421-4125-536.31-03	52,859			
11/10/20	421-4125-536.24-00	231	COVID 19 PAYOUTS RES# 2020-235		558
	421-4125-536.21-00	487			
	421-4125-536.12-12	6,362			
11/16/20	421-4125-536.64-15	(130,000)	ASSIGN AD BUDG PROJ #S		405
	421-4125-536.64-15	130,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	421-4125-536.46-00	3,060	R/O PO # 76711 EJ USA RES# 2020-245		625
	421-4125-536.46-00	7,430	R/O PO # 76954 Barneys RES# 2020-245		625
	421-4125-536.46-00	3,300	R/O PO # 76955 Graybar RES# 2020-245		625
	421-4125-536.64-00	149,980	R/O PO #76667 Mid Fl Dies RES# 2020-245		625
7 Budget Amendments/Transfers			Division 4125 Total	$170,850	
53 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$1,696,285**	
3570 - STORMWATER UTILITY					
10/27/20	423-3570-538.31-33	(1,901)	BENTEK BROKER CONSULT FEE		281
	423-3570-538.31-00	1,901			
	423-3570-538.39-00	(28,736)	Wilson Ave SW pipe		302
	423-3570-538.63-00	28,736			
11/10/20	423-3570-538.63-00	(35,550)	CORR ACCT - DRAINAGE PROJ RES# 2020-238		540
	423-3570-538.64-00	35,550			
	423-3570-538.39-00	(2,754)	COVID 19 PAYOUTS RES# 2020-235		558
	423-3570-538.22-00	38			
	423-3570-538.21-00	177			
	423-3570-538.24-00	235			
	423-3570-538.12-12	2,304			
11/16/20	423-3570-538.63-00	(480,000)	ASSIGN AD BUDG PROJ #S		405
	423-3570-538.31-33	(6,946)			
	423-3570-538.52-33	(3,528)			
	423-3570-538.52-33	3,528			
	423-3570-538.31-33	6,946			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	100,000			
	423-3570-538.63-00	190,000			
11/17/20	423-3570-538.46-00	92,576	R/O PO # 76547 C&D Const RES# 2020-245		625
	423-3570-538.64-00	(972)	R/O PO #76209 Mead & Hunt RES# 2020-245		625
	423-3570-538.63-00	1,213	R/O PO #76209 Mead & Hunt RESO #2020-245		625
	423-3570-538.63-00	45,460	R/O PO #76945 Infr Sol RES# 2020-245		625
9 Budget Amendments/Transfers			Division 3570 Total	$138,277	
9 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$138,277**	
4020 - DYAL PLANT					
11/16/20	424-4020-536.63-00	(1,600,000)	ASSIGN AD BUDG PROJ #S		405
	424-4020-536.64-15	(250,000)			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/16/20	424-4020-536.64-00	(200,000)	ASSIGN AD BUDG PROJ #S		405
	424-4020-536.64-00	200,000			
	424-4020-536.63-00	250,000			
	424-4020-536.63-00	250,000			
	424-4020-536.64-15	250,000			
	424-4020-536.63-00	500,000			
	424-4020-536.63-00	600,000			
1	Budget Amendments/Transfers		Division 4020 Total	$0	
4055 - ENGINEERING					
11/16/20	424-4055-536.63-00	(7,144,879)	ASSIGN AD BUDG PROJ #S		405
	424-4055-536.63-06	(1,090,000)			
	424-4055-536.63-00	50,000			
	424-4055-536.63-00	120,000			
	424-4055-536.63-00	300,000			
	424-4055-536.63-00	860,879			
	424-4055-536.63-00	964,000			
	424-4055-536.63-00	1,000,000			
	424-4055-536.63-06	1,090,000			
	424-4055-536.63-00	1,350,000			
	424-4055-536.63-00	2,500,000			
1	Budget Amendments/Transfers		Division 4055 Total	$0	
4120 - WATER RECLAMATION					
11/16/20	424-4120-536.63-00	(525,000)	ASSIGN AD BUDG PROJ #S		405
	424-4120-536.63-00	525,000			
1	Budget Amendments/Transfers		Division 4120 Total	$0	
4125 - SEWER FIELD OPERATIONS					
11/16/20	424-4125-536.63-00	(675,000)	ASSIGN AD BUDG PROJ #S		405
	424-4125-536.63-00	275,000			
	424-4125-536.63-00	400,000			
1	Budget Amendments/Transfers		Division 4125 Total	$0	
4	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$0**	
4055 - ENGINEERING					
11/17/20	426-4055-536.63-00	238,436	R/O PO # 74898 CH2M Hill RES# 2020-245		625
	426-4055-536.62-00	5,998,561	R/O PO # 76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	1,941,791	R/O PO #76379 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	8,400,780	R/O PO #76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	392,307	R/O PO# 76378 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	248,830	R/O PO# 76789 Stewarts El RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	426-4055-536.64-00	1,705,105	R/O PO#76454 Wh Smith RES# 2020-245		625
7 Budget Amendments/Transfers			Division 4055 Total	8,925,810	
4120 - WATER RECLAMATION					
11/17/20	426-4120-536.63-00	6,434	R/O PO # 74875 Carollo RES# 2020-245		625
1 Budget Amendments/Transfers			Division 4120 Total	$6,434	
8 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**	**18,932,244**	

159 Transfers & Amendments between 10/1/2020 and 11/30/2020

FY 2020 TOTAL TRANSFERS & AMENDMENTS **21,516,702**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 11/30/2020

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/13/20	001-0000-369.96-00	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-0000-331.20-19	16,617	JAG GRANT CAMERAS RES # 20-213		124
10/14/20	001-0000-381.91-10	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-0000-366.10-15	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/05/20	001-0000-331.20-15	(126,896)	ASSIGN AD BUDG PROJ #S		405
	001-0000-389.99-50	(105,000)			
	001-0000-331.20-16	(10,000)			
	001-0000-331.20-16	10,000			
	001-0000-389.99-50	35,000			
	001-0000-389.99-50	70,000			
	001-0000-331.20-15	126,896			
11/10/20	001-0000-337.40-02	50,000	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-0000-381.91-10	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-0000-381.91-10	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-0000-337.30-17	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-0000-337.30-18	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
	001-0000-331.20-21	16,980	FY21 BPV GRANT 0410 RES# 2020-228		547
	001-0000-331.20-15	(32,273)	RED FY21 VOCA GR AWARD RES# 2020-230		551
11/17/20	001-0000-389.99-50	171,687	FY21 PO ROLLOVER RES# 2020-245		625
13 Budget Amendments/Transfers			Division 0000 Total	$278,433	
13 Total Budget Amendments/Transfers			**GENERAL FUND**	**$278,433**	
11/17/20	103-0000-389.99-50	90,795	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$90,795	
1 Total Budget Amendments/Transfers			**CDBG**	**$90,795**	
11/17/20	104-0000-389.99-50	260,000	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$260,000	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$260,000**	
11/17/20	105-0000-389.99-10	10,400	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$10,400	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$10,400**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment			Group #
11/10/20	107-0000-381.91-01	4,084	COVID 19 PAYOUTS	RES# 2020-235		558
1 Budget Amendments/Transfers				Division 0000 Total	$4,084	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**		**$4,084**	
11/17/20	110-0000-389.99-50	105,921	FY21 PO ROLLOVER	RES# 2020-245		625
1 Budget Amendments/Transfers				Division 0000 Total	$105,921	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**		**$105,921**	
11/17/20	112-0000-389.99-10	265	FY21 PO ROLLOVER	RES# 2020-245		625
1 Budget Amendments/Transfers				Division 0000 Total	$265	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**		**$265**	
11/17/20	421-0000-389.99-50	138,277	FY21 PO ROLLOVER	RES# 2020-245		625
	421-0000-389.99-50	1,696,283				
1 Budget Amendments/Transfers				Division 0000 Total	$1,834,560	
1 Total Budget Amendments/Transfers			**WATER/SEWER FUND**		**$1,834,560**	
11/17/20	426-0000-389.99-50	18,932,244	FY21 PO ROLLOVER	RES# 2020-245		625
1 Budget Amendments/Transfers				Division 0000 Total	18,932,244	
1 Total Budget Amendments/Transfers			**WS CPTL PROJ 2018B**		**18,932,244**	
21 Transfers & Amendments between 10/1/2020 and 11/30/2020						
			FY 2020 TOTAL TRANSFERS & AMENDMENTS		**21,516,702**	

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2020 - Budget Tracking Worksheets\FY 2020 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 12/10/2020

Legislation Details (With Text)

File #:	21-24	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/10/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CM Change Orders 11-30-2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 10, 2020
Agenda Date: January 12, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of November 30, 2020. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2021 Change Orders - CM authorized to execute

applied to contingency

as of: 11/30/2020

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
Op. Rev.		106,260.00	12/8/2020	20-253							
Project Manager:		9,660.00	contingency and other costs authorized								
account #	001-1600-513.56-15	96,600.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Citizenserve			FY2021							
	Contractor PO#	9,660									
WS21FM											
Op. Rev.		256,410.00	12/8/2020	20-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Danus Utility			FY2021							
	Contractor PO#										
		23,310									
WS1404											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Integrated Fire and Security Solutions			FY2021							
	Contractor PO#										
		237,845									
PW08SP											
Op. Rev.		300,000.00	10/13/2020	2020-215							
Project Manager:		14,089.21	contingency and other costs authorized								
account #	001-3510-541.63-00	285,910.79	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	VA Paving Inc.			FY2021	42091	285,910.79					
	Contractor PO# 77532										
		14,089									
PW20SW											
Op. Rev.		195,928.62	4/8/2020	2020-138							
Project Manager: Frank Mirabito		8,833.00	contingency and other costs authorized								
account #	001-3510-541.63-04	187,095.62	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Parkit Construction, Inc.			FY2020	40686	187,095.62	$ 152,089.81		$ 152,089.81		$ 70,590.82
	Contractor PO# PO# 76438			CO#1	41170	(19,230.30)					
				CO#2	41314	14,076.00					
				CO#4	41827	(29,851.51)					
		8,833	^contingency balance-->(And other costs)								
SW20RC											
Op. Rev.		217,415.00	4/8/2020	2020-135							
Project Manager: Abigail Morgan		19,765.00	contingency and other costs authorized								
account #	423-3570-538.46-00	197,650.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	C&D Construction			FY2020	40824	197,650.00	$ 217,095.00	$ 217,095.00			$ 214,095.00
	Contractor PO# PO# 76547			CO#1 FY2020	41417	19,445.00					
		320	^contingency balance-->(And other costs)								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build, PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO 65207 FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			FY16 PO Issue PO# 67318	FY2016	29192	1,542,102.38	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. 67455 TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			PO# 67460 to QLH for SDC		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO 67460 Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			CO#1 PO 67318		29647	53,686.38	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO 67318*		30007	8,917.65	4,661,632.12				
			CO#2 additional inspection services PO# 67460		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209,868	^contingency balance-->								
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00 64-00	Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build, Inc. FY2013 PO# 62086										
	Bid No. B-13-11-COC										
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2015 PO# 64940		*FY13 Year-End PO Liquidation*			(1,200,550.00) (1,528,450.00)					
			FY14 PO Reissue	FY2014	23304	1,200,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29	2,801,776.29				
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation			(728,344.56)	2,073,431.73				
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56	2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00	2,812,816.29				
					26917	10,200.00	2,823,016.29				
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14	2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00	2,838,994.43				
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)	2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05	2,838,994.43				
					29249	32,800.00	2,871,794.43				
			CO#1		29329	(5,000.00)	2,866,794.43				
			CO#2		29212	4,151.50	2,870,945.93				
			CO#3		29905	5,327.32	2,876,273.25				
			CO#4		30046	(5,327.32)	2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50	2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)	2,887,538.93				
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16	2,892,624.09				
			FY16 Year End PO Liquidation			(34,482.06)	2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06	2,891,954.09				
			PO# 69522 CDM Smith		31954	670.00	2,892,624.09				
			PO# 69522 CDM Smith		32776	13,250.00	2,905,874.09				
						(33,812.06)	2,872,062.03				
						(13.25)	2,872,048.78				
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25	2,872,062.03				
			CO#1 PO#69522 CDM Smith		34650	36,340.00	2,908,402.03				
			CO#2 CDM SMITH		34520	86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06	$ 2,942,214.09				
			CO#1		36547	11,430.00	$ 2,953,644.09				
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	$ 76,000.00				
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	21-25	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/10/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification Report -November 2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 10, 2020
Agenda Date: January 12, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending November 2020 (FY21) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This November 2020 (FY21) report is unaudited and preliminary. Some line items reflect an over budget balance at this time due to the timing of the rollover of purchase orders from FY21 and the re-appropriation of their related budgets.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
   Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
   Detail by account number of actual revenues collected vs. budget for the three major funds:

General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2021 Budget by Classification Report - Summary Listing

11/30/2020

Target for November 2020 is 17%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 10,074,429		$ 1,380,847	$ 8,693,582	14%
OTHER PERMITS AND FEES	$ 4,403,003		$ 581,249	$ 3,821,754	13%
INTERGOVERNMENTAL	$ 2,233,552		$ 955,797	$ 1,277,755	43%
CHARGES FOR SERVICES	$ 12,422,689		$ 2,079,284	$ 10,343,405	17%
FINES AND FORFEITURES	$ 14,813		$ 1,737	$ 13,076	12%
MISCELLANEOUS	$ 768,133		$ 137,579	$ 630,554	18%
OTHER SOURCES (NON-REVENUE)	$ 11,712,847		$ 1,628,777	$ 10,084,070	14%
REVENUE TOTALS	**$ 41,629,466**		**$ 6,765,269**	**$ 34,864,197**	**16%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,007,643	$ (868)	$ 3,001,482	$ 22,007,029	12%
OPERATING EXPENDITURES	$ 12,405,485	$ 3,150,185	$ 1,488,613	$ 7,766,687	37%
CAPITAL OUTLAY	$ 1,145,943	$ 204,624	$ (26,272)	$ 967,591	16%
GRANTS, AIDS AND OTHER	$ 3,070,395	$ -	$ 661,278	$ 2,409,117	22%
EXPENSE TOTALS	**$ 41,629,466**	**$ 3,353,941**	**$ 5,125,101**	**$ 33,150,424**	**20%**
REVENUE TOTALS	**$ 41,629,466**	**$ -**	**$ 6,765,269**	**$ 34,864,197**	**16%**
EXPENSE TOTALS	**$ 41,629,466**	**$ 3,353,941**	**$ 5,125,101**	**$ 33,150,424**	**20%**
	$ -	**$ (3,353,941)**	**$ 1,640,168**	**$ 1,713,773**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	2,000,000	881,044.52	44	2,000,000	881,044.52	44	6,626,904	5,745,859.48
20 00	DELINQUENT TAXES	0	438.97		0	438.97		15,000	14,561.03
25 00	PENALTIES RE: TAXES	0	1,026.45		0	1,026.45		5,000	3,973.55
30 00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311 **	AD VALOREM	2,000,000	882,509.94	44	2,000,000	882,509.94	44	6,846,904	5,964,394.06
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	46,144	29,354.86	64	92,288	63,732.80	69	553,736	490,003.20
312 **	SALES USE AND FUEL TAXES	46,144	29,354.86	64	92,288	63,732.80	69	553,736	490,003.20
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	125,000	162,000.63	130	250,000	162,000.63	65	1,500,000	1,337,999.37
30 00	WATER-COCOA	30,423	30,051.69	99	60,846	60,387.94	99	365,082	304,694.06
40 00	GAS	1,433	3,437.36	240	2,866	3,437.36	120	17,200	13,762.64
80 00	PROPANE	1,666	507.52	31	3,332	507.52	15	20,000	19,492.48
314 **	UTILITY SERVICE TAX	158,522	195,997.20	124	317,044	226,333.45	71	1,902,282	1,675,948.55
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	51,292	51,239.42	100	102,584	101,651.19	99	615,507	513,855.81
315 **	COMMUNICATION SERVICE TAX	51,292	51,239.42	100	102,584	101,651.19	99	615,507	513,855.81
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	46,000	5,414.86	12	146,000	106,619.46	73	156,000	49,380.54
316 **	LOCAL BUSINESS TAX	46,000	5,414.86	12	146,000	106,619.46	73	156,000	49,380.54
310 ***	TAXES	2,301,958	1,164,516.28	51	2,657,916	1,380,846.84	52	10,074,429	8,693,582.16
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	116,666	.00		233,332	.00		1,400,000	1,400,000.00
40 00	GAS	2,900	5,652.89	195	5,800	5,652.89	98	34,800	29,147.11
70 00	SOLID WASTE	15,641	17,478.43	112	31,282	34,939.51	112	187,703	152,763.49
323 **	FRANCHISE FEES	135,207	23,131.32	17	270,414	40,592.40	15	1,622,503	1,581,910.60
325	SPECIAL ASSESSMENT								
22 01	CHARGES FOR PUBLIC SVCS	1,500,000	505,629.44	34	1,500,000	508,072.54	34	2,614,500	2,106,427.46
22 02	DELINQUENT TAX	0	6.69		0	6.69		2,000	1,993.31

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
22 03	PENALTIES	0	82.56		0	82.56		2,000	1,917.44
22 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	1,500,000	505,718.69	34	1,500,000	508,161.79	34	2,768,500	2,260,338.21
325 **	SPECIAL ASSESSMENT	1,500,000	505,718.69	34	1,500,000	508,161.79	34	2,768,500	2,260,338.21
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	28,419.75	3412	1,666	32,094.75	1927	10,000	22,094.75-
35 00	FIRE INSPECTIONS	166	300.00	181	332	400.00	121	2,000	1,600.00
329 **	OTHER PERMITS & FEES	999	28,719.75	2875	1,998	32,494.75	1626	12,000	20,494.75-
320 ***	OTHER PERMITS & FEES	1,636,206	557,569.76	34	1,772,412	581,248.94	33	4,403,003	3,821,754.06
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	42,750	.00		42,750	42,750.00	100	171,000	128,250.00
20 15	VICTIMS OF CRIME ACT GRNT	7,640	.00		18,214	.00		94,623	94,623.00
20 16	INTERNET CRIMES GRANT	833	.00		1,666	.00		10,000	10,000.00
20 19	JAG 2020-DJ-BX-0410	16,617	.00		16,617	.00		16,617	16,617.00
20 21	JAG BULLET PROOF V 2020	16,980	.00		16,980	.00		16,980	16,980.00
20 *	PUBLIC SAFETY	84,820	.00		96,227	42,750.00	44	309,220	266,470.00
39 12	USDA/FOREST SVC 26866	15,000	.00		15,000	.00		15,000	15,000.00
39 *	OTHER PHYSCAL ENVIRONMENT	15,000	.00		15,000	.00		15,000	15,000.00
50 *	ECONOMIC ENVIRONMENT	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	99,820	.00		111,227	42,750.00	38	324,220	281,470.00
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		26,000	26,000.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		26,000	26,000.00
334	STATE GRANT								
50 10	CARES CRF #107-2020	0	54,741.25		0	54,741.25		0	54,741.25-
50 *	ECONOMIC ENVIRONMENT	0	54,741.25		0	54,741.25		0	54,741.25-
334 **	STATE GRANT	0	54,741.25		0	54,741.25		0	54,741.25-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
334	STATE GRANT								
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	41,916	42,216.81	101	83,832	84,433.62	101	503,000	418,566.38
12 20	8TH CNT MUNICIPAL GAS TAX	12,736	11,955.93	94	25,472	23,911.86	94	152,832	128,920.14
12 *	STATE REVENUE SHARING	54,652	54,172.74	99	109,304	108,345.48	99	655,832	547,486.52
14 00	MOBILE HOME LICENSES	1,833	3,289.97	180	3,666	3,801.09	104	22,000	18,198.91
15 00	ALCOHOLIC BEVERAGE	416	.00		832	.00		5,000	5,000.00
18 00	LOCAL GOVERNMENT 1/2 CENT	87,875	94,058.96	107	175,750	94,058.96	54	1,054,500	960,441.04
21 00	FIREFIGHTER SUPPLEMENTAL	4,000	.00		4,000	.00		16,000	16,000.00
29 *	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41 00	FUEL TAX REFUNDS	2,083	.00		4,166	.00		25,000	25,000.00
335 **	STATE SHARED REVENUES	150,859	151,521.67	100	297,718	206,205.53	69	1,778,332	1,572,126.47
337	GRANTS FROM LOCAL UNITS								
30 15	FIND BV-CO-17-134 CD18LW	0	225,000.00		0	225,000.00		0	225,000.00-
30 16	FIND BV-CO-17-139E ES17HI	0	427,100.00		0	427,100.00		0	427,100.00-
30 17	FIND BV-CO-20-147 DREDGIN	2,727	.00		2,727	.00		30,000	30,000.00
30 18	FIND BV-CO-20-146 BT RAMP	2,273	.00		2,273	.00		25,000	25,000.00
30 *	PHYSICAL ENVIRONMENT	5,000	652,100.00	3042	5,000	652,100.00	3042	55,000	597,100.00-
40 02	AURORA ST SIDEWLK IMPROV	4,545	.00		4,545	.00		50,000	50,000.00
337 **	GRANTS FROM LOCAL UNITS	9,545	652,100.00	6832	9,545	652,100.00	6832	105,000	547,100.00-
330 ***	INTERGOVERNMENTAL REVENUE	260,224	858,362.92	330	418,490	955,796.78	228	2,233,552	1,277,755.22
340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
30 00	ADMINISTRATIVE FEES	548,813	548,814.00	100	1,097,626	1,097,628.00	100	6,585,764	5,488,136.00
31 00	ADMIN FEES STORMWATER	14,895	14,897.00	100	29,790	29,794.00	100	178,749	148,955.00
40 00	CERTIFY/COPY/SEARCH	8,000	12,194.65	152	16,000	12,290.15	77	96,000	83,709.85
90 12	PASSPORT EXECUTION FEES	166	210.00	127	332	210.00	63	2,000	1,790.00
341 **	GENERAL GOVERNMENT	571,874	576,115.65	101	1,143,748	1,139,922.15	100	6,862,513	5,722,590.85
342	PUBLIC SAFETY								
10 00	POLICE SERVICES	2,500	.00		5,000	.00		30,000	30,000.00
90 00	OTHER PUBLIC SAFETY	83	.00		166	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	708	1,220.00	172	1,416	1,790.00	126	8,500	6,710.00
90 *	OTHER PUBLIC SAFETY	791	1,220.00	154	1,582	1,790.00	113	9,500	7,710.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
342		PUBLIC SAFETY								
342	**	PUBLIC SAFETY	3,291	1,220.00	37	6,582	1,790.00	27	39,500	37,710.00
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	40,911	41,947.07	103	81,822	83,863.82	103	490,941	407,077.18
37	11	ROCKLEDGE	24,041	48,557.46	202	48,082	48,557.46	101	288,493	239,935.54
37	12	SUN LAKE	317	326.04	103	634	326.04	51	3,814	3,487.96
37	13	CLNY PK-M.I.UTIL CO.	159	165.30	104	318	165.30	52	1,917	1,751.70
37	16	COCOA BEACH	9,407	9,416.92	100	18,814	18,851.63	100	112,886	94,034.37
37	17	CAPE CANAVERAL	7,755	7,694.41	99	15,510	15,472.46	100	93,062	77,589.54
37	18	TITUSVILLE	352	360.24	102	704	360.24	51	4,231	3,870.76
37	*	WATER BILLING SERVICES	82,942	108,467.44	131	165,884	167,596.95	101	995,344	827,747.05
39	01	SERVICE CHARGES	33,333	54,920.40	165	66,666	111,005.20	167	400,000	288,994.80
39	03	ADMIN CHARGES	31,750	32,325.00	102	63,500	68,565.00	108	381,000	312,435.00
39	04	PENALTIES	65,804	67,376.39	102	131,608	126,381.17	96	789,650	663,268.83
39	05	NSF CHECKS	2,879	1,710.00	59	5,758	3,892.21	68	34,552	30,659.79
39	*	WATER OTHER INCOME	133,766	156,331.79	117	267,532	309,843.58	116	1,605,202	1,295,358.42
41	10	SOLID WASTE	162,795	163,484.93	100	325,590	326,321.78	100	1,953,540	1,627,218.22
41	20	RECYCLING REVENUE	23,903	26,937.57	113	47,806	54,364.81	114	286,842	232,477.19
41	30	GREEN WASTE	15,783	15,973.06	101	31,566	32,257.98	102	189,399	157,141.02
41	*	GARBAGE COLLECTION	202,481	206,395.56	102	404,962	412,944.57	102	2,429,781	2,016,836.43
45	10	BILLING FEE - WASTE MGMT	8,709	8,919.42	102	17,418	8,919.42	51	104,519	95,599.58
45	*	GARBAGE-OTHER REVENUE	8,709	8,919.42	102	17,418	8,919.42	51	104,519	95,599.58
90	01	FDOT MEDIAN MAINT	0	.00		0	17,782.50		71,130	53,347.50
90	03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		0	.00		218,805	218,805.00
90	*	OTHER PHYSICAL ENVIRON	0	.00		0	17,782.50		289,935	272,152.50
343	**	PHYSICAL ENVIRONMENT	427,898	480,114.21	112	855,796	917,087.02	107	5,424,781	4,507,693.98
347		CULTURE/RECREATION								
39	10	PORCHER HOUSE - REVENUES	2,500	2,659.75	106	5,000	4,372.88	88	30,000	25,627.12
39	11	TENANT MAINTENANCE FEES	100	147.32	147	200	198.68	99	1,200	1,001.32
39	20	COCOA CIVIC CENTER	2,083	3,941.22	189	4,166	8,293.88	199	25,000	16,706.12
39	30	RIVERFRONT PARK	1,666	2,660.00	160	3,332	4,225.00	127	20,000	15,775.00
39	*	OTHER CULTURAL SERVICES	6,349	9,408.29	148	12,698	17,090.44	135	76,200	59,109.56

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
40 05	SPECIAL EVENT PERMITS	625	1,100.00	176	1,250	2,150.00	172	7,500	5,350.00
50 10	EVENT FEES	307	497.64	162	614	1,244.10	203	3,695	2,450.90
50 30	ADVERTISING/SPONSORSHIPS	708	.00		1,416	.00		8,500	8,500.00
50 *	SPECIAL REC FACILITIES	1,015	497.64	49	2,030	1,244.10	61	12,195	10,950.90
347 **	CULTURE/RECREATION	7,989	11,005.93	138	15,978	20,484.54	128	95,895	75,410.46
340 ***	CHARGES FOR SERVICES	1,011,052	1,068,455.79	106	2,022,104	2,079,283.71	103	12,422,689	10,343,405.29
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,234	1,100.41	89	2,468	1,737.02	70	14,813	13,075.98
351 **	JUDGMENTS AND FINES	1,234	1,100.41	89	2,468	1,737.02	70	14,813	13,075.98
350 ***	FINES AND FORFEITURES	1,234	1,100.41	89	2,468	1,737.02	70	14,813	13,075.98
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	3,673	7,605.61	207	7,346	15,354.30	209	44,083	28,728.70
10 02	INVESTMENT INTEREST	1,224	413.83	34	2,448	841.35	34	14,694	13,852.65
10 10	SBA	1,224	94.37	8	2,448	223.22	9	14,694	14,470.78
10 11	INTEREST/CBOS	1,224	.00		2,448	.00		14,694	14,694.00
10 *	INTEREST	7,345	8,113.81	111	14,690	16,418.87	112	88,165	71,746.13
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,345	8,113.81	111	14,690	16,418.87	112	88,165	71,746.13
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	8,000	3,791.66	47	45,000	40,390.49	90	125,886	85,495.51
362 **	RENT AND ROYALTIES	8,000	3,791.66	47	45,000	40,390.49	90	125,886	85,495.51
364	DISPOSITION FIXED ASSETS								
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALE SURPLUS MTRLS &SCRAP								
365 **	SALE SURPLUS MTRLS &SCRAP	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
365	SALE SURPLUS MTRLS &SCRAP								
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	37,000.00		0	37,000.00		0	37,000.00-
10 15	FIREHOUSE SUBS-EXTRAC EQ	33,180	.00		33,180	.00		33,180	33,180.00
10 *	DONATIONS-PRIVATE SOURCES	33,180	.00		33,180	.00		33,180	33,180.00
366 **	CONTRIBUTIONS & DONATIONS	33,180	37,000.00	112	33,180	37,000.00	112	33,180	3,820.00-
368	PENSION CONTRIBUTIONS								
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		182,386	182,386.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		105,146	105,146.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		287,532	287,532.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	4,209.77		0	6,928.45		0	6,928.45-
90 02	POLICE SECURITY SERVICES	6,250	9,105.00	146	12,500	15,102.00	121	75,000	59,898.00
90 03	CODE ENF ABATE/DEMO REV	7,916	1,060.00	13	15,832	6,146.29	39	95,000	88,853.71
90 04	MISC. POLICE REVENUES	83	44.56	54	166	324.35	195	1,000	675.65
90 05	INVESTIGATIVE COSTS REIM	4,250	5,371.44	126	8,500	14,968.12	176	51,000	36,031.88
90 09	PROPERTY REGISTRATION	625	300.00	48	1,250	300.00	24	7,500	7,200.00
90 *	OTHER MISC REVENUES	19,124	20,090.77	105	38,248	43,769.21	114	229,500	185,730.79
96 00	INSURANCE REFUND/PROCEEDS	323	.00		646	.00		3,870	3,870.00
369 **	OTHER MISC REVENUES	19,447	20,090.77	103	38,894	43,769.21	113	233,370	189,600.79
360 ***	MISCELLANEOUS REVENUES	67,972	68,996.24	102	131,764	137,578.57	104	768,133	630,554.43
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	26,439	76,439.92	289	47,878	97,879.84	204	312,279	214,399.16
91 *	TRANSFER FROM	26,439	76,439.92	289	47,878	97,879.84	204	312,279	214,399.16
381 **	INTERFUND TRANSFER	26,439	76,439.92	289	47,878	97,879.84	204	312,279	214,399.16
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS	650,865	650,865.67	100	1,301,730	1,301,731.34	100	7,810,388	6,508,656.66
40 01	6% PILOFF	114,582	114,582.75	100	229,164	229,165.50	100	1,374,993	1,145,827.50
40 *	CONTRIBUTIONS	765,447	765,448.42	100	1,530,894	1,530,896.84	100	9,185,381	7,654,484.16
382 **	CONTRIBUTIONS ENTERPRISE	765,447	765,448.42	100	1,530,894	1,530,896.84	100	9,185,381	7,654,484.16

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
382		CONTRIBUTIONS ENTERPRISE								
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	185,900	.00		356,191	.00		2,215,187	2,215,187.00
99	*	BALANCE FORWARD	185,900	.00		356,191	.00		2,215,187	2,215,187.00
389	**	NON OPERATING SOURCES	185,900	.00		356,191	.00		2,215,187	2,215,187.00
380	***	OTHER SOURCES(NON-REV)	977,786	841,888.34	86	1,934,963	1,628,776.68	84	11,712,847	10,084,070.32
FUND TOTAL GENERAL FUND			6,256,432	4,560,889.74	73	8,940,117	6,765,268.54	76	41,629,466	34,864,197.46

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	2657	2550.10	96	5314	5100.10	96	.00	31895	26794.90	16
11 **	EXECUTIVE SALARIES	2657	2550.10	96	5314	5100.10	96	.00	31895	26794.90	16
12-00	REGULAR SALARIES & WAGES	1083572	911226.48	84	2154193	1459525.30	68	.00	12990046	11530520.70	11
12-06	SALARIES/CONTRACTUAL	2083	2467.50	119	4166	3659.25	88	.00	25000	21340.75	15
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	21251	64971.34	306	32035	182668.74	570	.00	244585	61916.26	75
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1106906	978665.32	88	2190394	1645853.29	75	.00	13259631	11613777.71	12
13-00	OTHER SALARIES & WAGES	59276	46558.77	79	117772	75488.90	64	.00	720013	644524.10	11
13 **	OTHER SALARIES & WAGES	59276	46558.77	79	117772	75488.90	64	.00	720013	644524.10	11
14-00	OVERTIME	33588	36940.78	110	67176	73552.44	110	.00	403121	329568.56	18
14-01	COMP TIME	583	.00	0	1166	.00	0	.00	7000	7000.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	34171	36940.78	108	68342	73552.44	108	.00	410121	336568.56	18
15-00	SPECIAL PAY	28198	27057.26	96	56396	44193.72	78	.00	338400	294206.28	13
15 **	SPECIAL PAY	28198	27057.26	96	56396	44193.72	78	.00	338400	294206.28	13
20-00	CLOTHING/SHOE ALLOWANCE	2960	7590.00	256	4770	7590.00	159	.00	22870	15280.00	33
20 **	CLOTHING/SHOE ALLOWANCE	2960	7590.00	256	4770	7590.00	159	.00	22870	15280.00	33
21-00	FICA TAXES	91278	82327.94	90	181160	138977.61	77	.00	1094783	955805.39	13
21 **	FICA TAXES	91278	82327.94	90	181160	138977.61	77	.00	1094783	955805.39	13
22-00	RETIREMENT CONTRIBUTIONS	73342	65945.33	90	146870	105287.25	72	.00	880423	775135.75	12
22-01	FIREFIGHTERS	202168	211061.95	104	402403	325053.24	81	.00	2424096	2099042.76	13
22-02	STATE CONTRIBUTIONS	21382	.00	0	42764	.00	0	.00	287532	287532.00	0
22-03	ICMA - CITY MANAGER	1250	.00	0	2500	.00	0	.00	15000	15000.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
22 **	RETIREMENT CONTRIBUTIONS	298142	277007.28	93	594537	430340.49	72	.00	3607051	3176710.51	12
23-00	LIFE/HEALTH INSURANCE	24724	21067.97	85	50425	40638.78	81	.00	303748	263109.22	13
23-02	LIFE/HEALTH GF RETIREES	38984	30690.55	79	77968	30690.55	39	867.60-	467812	437989.05	6
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	320365	236992.68	74	640730	381199.74	60	.00	3844514	3463314.26	10
23-05	HEALTH GF RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH GF RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	384073	288751.20	75	769123	452529.07	59	867.60-	4616074	4164412.53	10
24-00	WORKER'S COMPENSATION	56578	54874.34	97	112144	99242.80	89	.00	678365	579122.20	15
24 **	WORKER'S COMPENSATION	56578	54874.34	97	112144	99242.80	89	.00	678365	579122.20	15
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	.00	0	.00	5000	5000.00	0
27-00	BENEFIT OFFSET	18584	17810.00	96	37604	28613.66	76	.00	223440	194826.34	13
27 **	BENEFIT OFFSET	18584	17810.00	96	37604	28613.66	76	.00	223440	194826.34	13
31-00	PROFESSIONAL SERVICES	32055	10299.08	32	72667	70439.43	97	170601.89	415332	174290.68	58
31-01	LEGAL EXPENSES	37705	32956.08	87	75410	32956.08	44	381526.92	452473	37990.00	92
31-02	MEDICAL SERVICES	4035	240.92	6	8070	240.92	3	40349.08	48420	7830.00	84
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	2250	.00	0	13500.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	2500	.00	0	5000	12787.20	256	.00	30000	17212.80	43
31-13	FIND BV-C0-20-146 BT RAMP	4546	.00	0	4546	.00	0	.00	50000	50000.00	0
31-14	FIND BV-CO-20-147 DREDGIN	5454	.00	0	5454	.00	0	.00	60000	60000.00	0
31-33	EMPLOYEE HEALTH CENTER	16602	13200.18	80	33204	19412.61	59	178542.39	199238	1283.00	99
31 **	PROFESSIONAL SERVICES	104022	56696.26	55	206601	135836.24	66	784520.28	1268963	348606.48	73

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32-00	ACCOUNTING & AUDITING	6833	20000.00	293	13666	25000.00	183	47000.00	82000	10000.00	88
32 **	ACCOUNTING & AUDITING	6833	20000.00	293	13666	25000.00	183	47000.00	82000	10000.00	88
34-00	CONTRACT SERVICES	129256	87371.46	68	217720	119227.57	55	341833.32	1074442	613381.11	43
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	163833	173598.89	106	327666	173598.89	53	.00	1966000	1792401.11	9
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	18466	12735.83	69	36932	27826.60	75	193002.80	221600	770.60	100
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	311555	273706.18	88	582318	320653.06	55	534836.12	3262042	2406552.82	26
39-00	CONTINGENCY	16421	.00	0	64036	.00	0	.00	228258	228258.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	16421	.00	0	64036	.00	0	.00	228258	228258.00	0
40-00	TRAVEL & PER DIEM	7466	290.00	4	14932	679.44	5	.00	89689	89009.56	1
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	7466	290.00	4	14932	679.44	5	.00	89689	89009.56	1
41-00	COMMUNICATION	13361	4734.24	35	26722	13321.22	50	130260.56	163688	20106.22	88
41 **	COMMUNICATION	13361	4734.24	35	26722	13321.22	50	130260.56	163688	20106.22	88
42-00	POSTAGE & FREIGHT	41659	35326.03	85	76999	37540.49	49	357607.50	427905	32757.01	92
42 **	POSTAGE & FREIGHT	41659	35326.03	85	76999	37540.49	49	357607.50	427905	32757.01	92
43-00	ELECTRIC/WATER/SEWER	65538	48720.13	74	131076	54239.23	41	602647.03	786484	129597.74	84
43 **	ELECTRIC/WATER/SEWER	65538	48720.13	74	131076	54239.23	41	602647.03	786484	129597.74	84
44-00	RENTALS AND LEASES	11550	8266.00	72	23101	8641.00	37	111143.00	138649	18865.00	86

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
44 **	RENTALS AND LEASES	11550	8266.00	72	23101	8641.00	37	111143.00	138649	18865.00	86
45-00	INSURANCE	47461	418.89-	1-	94922	126731.74	134	.00	569574	442842.26	22
45 **	INSURANCE	47461	418.89-	1-	94922	126731.74	134	.00	569574	442842.26	22
46-00	REPAIRS & MAINTENANCE	63483	15954.87-	25-	211679	201665.61	95	87312.87	582260	293281.52	50
46-02	REPAIR/MAINT BUILDING	21891	11640.47	53	43782	16936.61	39	31170.25	262701	214594.14	18
46-03	REPAIR/MAINT-VEHICLES	29937	70774.35	236	42074	71468.27	170	24571.56-	275556	228659.29	17
46-05	HYDRANT FEES	19246	19210.38	100	38492	38420.76	100	.00	230960	192539.24	17
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	134557	85670.33	64	336027	328491.25	98	93911.56	1351477	929074.19	31
47-00	PRINTING & BINDING	16133	11238.32	70	28401	12228.92	43	114191.20	168419	41998.88	75
47 **	PRINTING & BINDING	16133	11238.32	70	28401	12228.92	43	114191.20	168419	41998.88	75
48-00	PROMOTIONAL ACTIVITIES	3911	263.01	7	11879	54666.23-	460-	1970.00	66325	119021.23	80-
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	1666	.00	0	.00	10000	10000.00	0
48 **	PROMOTIONAL ACTIVITIES	4744	263.01	6	13545	54666.23-	404-	1970.00	76325	129021.23	69-
49-00	OTHER CHARGES & OBLIG.	17781	11245.99	63	35562	12287.41	35	12898.19	245614	220428.40	10
49-02	ADVERTISING	82	.00	0	164	.00	0	.00	1000	1000.00	0
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	832	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	2007.75-	0	0	6480.23-	0	.00	0	6480.23	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	3332	.00	0	.00	20000	20000.00	0
49 **	OTHER CHARGES & OBLIG.	19945	9238.24	46	39890	5807.18	15	12898.19	271614	252908.63	7
51-00	OFFICE SUPPLIES	3522	1643.03	47	7044	2647.47	38	.00	42373	39725.53	6

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
51 **	OFFICE SUPPLIES	3522	1643.03	47	7044	2647.47	38	.00	42373	39725.53	6
52-00	OPERATING SUPPLIES	55281	37761.46	68	115938	106743.26	92	223013.28	659130	329373.46	50
52-02	UNIFORMS	2811	.00	0	5622	.00	0	22600.00	33750	11150.00	67
52-05	EMS 1st RESP-CONSUM SUPP	3803	1777.77	47	7606	5606.92	74	30978.40	45640	9054.68	80
52-07	JANITORIAL SUPPLIES	3072	3331.75	109	6144	4821.18	79	.00	36886	32064.82	13
52-10	HEATING FUEL	247	300.75	122	494	300.75	61	2667.25	2968	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	1286	3513.00	273	.00	0	3513.00-	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	1385	.00	0	2770	.00	0	.00	16617	16617.00	0
52-22	JAG BULLET PROOF V 2020	3087	.00	0	3087	.00	0	.00	33960	33960.00	0
52-30	FUEL, OIL, & LUBRICANTS	16971	13321.79	79	33942	13321.79	39	.00	203709	190387.21	7
52-33	EMPLOYEE HEALTH CENTER	8379	2521.97	30	16758	2796.43	17	97751.57	100548	.00	100
52 **	OPERATING SUPPLIES	94907	59015.49	62	193647	137103.33	71	377010.50	1133208	619094.17	45
53-00	ROAD MATERIALS/SUPPLIES	2333	2410.54	103	4666	4676.72	100	5900.00	28000	17423.28	38
53 **	ROAD MATERIALS/SUPPLIES	2333	2410.54	103	4666	4676.72	100	5900.00	28000	17423.28	38
54-00	MEMBERSHIP/PUBLICATIONS	9633	3870.00	40	19161	15434.64	81	517.50	67163	51210.86	24
54 **	MEMBERSHIP/PUBLICATIONS	9633	3870.00	40	19161	15434.64	81	517.50	67163	51210.86	24
55-00	TRAINING	9093	2894.00	32	24811	14606.00	59	1920.00	127816	111290.00	13
55-01	EDA PROGRAM	833	.00	0	1666	.00	0	.00	10000	10000.00	0
55 **	TRAINING	9926	2894.00	29	26477	14606.00	55	1920.00	137816	121290.00	12
56-15	IT-RELATED OPERATING EXP	193979	240270.83	124	388175	299641.09	77	26148.74-	2097973	1824480.65	13
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	2310	.00	0	.00	13865	13865.00	0
56 **	TECHNOLOGY SYSTEMS	195134	240270.83	123	390485	299641.09	77	26148.74-	2111838	1838345.65	13
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	36452	.00	0	61452	.00	0	59691.44	425985	366293.56	14
63-04	FDOT LAP 2020-SIDEWALKS	705	78150.62-	1085-	705	78150.62-	1085-	81498.99	7750	4401.63	43
63 **	INFRASTRUCTURE	37157	78150.62-	210-	62157	78150.62-	126-	141190.43	433735	370695.19	15
64-00	MACHINERY AND EQUIPMENT	56665	37000.00	65	112357	51878.24	46	63433.36	679028	563716.40	17
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64-16	FIREHOUSE SUBS-EXTRAC EQ	2765	.00	0	5530	.00	0	.00	33180	33180.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	59430	37000.00	62	117887	51878.24	44	63433.36	712208	596896.40	16
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	81546	.00	0	163092	.00	0	.00	978560	978560.00	0
81 **	AIDS TO GOVT AGENCY	81546	.00	0	163092	.00	0	.00	978560	978560.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	1266	.00	0	2532	.00	0	.00	15200	15200.00	0
83-10	CARES CRF #107-2020	0	20531.16	0	0	39191.04	0	.00	0	39191.04-	0
83 **	OTHER GRANTS & AIDS	1266	20531.16	1622	2532	39191.04	1548	.00	15200	23991.04-	258
91-03	CDBG (103)	371	4084.00	1101	371	4084.00	1101	.00	4083	1.00-	100
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	27237	.00	0	54474	326846.00	600	.00	326846	.00	100
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	145475	145578.33	100	290950	291156.66	100	.00	1745706	1454549.34	17
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	173083	149662.33	87	345795	622086.66	180	.00	2076635	1454548.34	30
FUND 001	TOTAL *********										
	GENERAL FUND	3552005	2813009.60	79	7122735	5125100.19	72	3353940.89	41629466	33150424.92	20
GRAND	TOTAL *********										
		3552005	2813009.60	79	7122735	5125100.19	72	3353940.89	41629466	33150424.92	20



FY 2021 Budget by Classification Report - Summary Listing

11/30/2020

Target for November 2020 is 17%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 66,526,376		$ 10,741,396	$ 55,784,980	16%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 93,078		$ 24,408	$ 68,670	26%
OTHER SOURCES (NON-REVENUE)	$ 10,263,818		$ 118,122	$ 10,145,696	1%
REVENUE TOTALS	**$ 76,883,272**	**-**	**$ 10,883,925**	**$ 65,999,347**	**14%**
EXPENSE					
SALARIES AND BENEFITS	$ 17,169,162	$ -	$ 936,169	$ 16,232,993	5%
OPERATING EXPENDITURES	$ 29,208,079	$ 8,085,290	$ 1,282,411	$ 19,840,378	32%
CAPITAL OUTLAY	$ 2,200,566	$ 1,094,696	$ 149,980	$ 955,890	57%
GRANTS, AIDS AND OTHER	$ 28,305,465	$ -	$ 12,799,810	$ 15,505,655	45%
EXPENSE TOTALS	**$ 76,883,272**	**$ 9,179,986**	**$ 15,168,370**	**$ 52,534,916**	32%
REVENUE TOTALS	**$ 76,883,272**	**$ -**	**$ 10,883,925**	**$ 65,999,347**	**14%**
EXPENSE TOTALS	**$ 76,883,272**	**$ 9,179,986**	**$ 15,168,370**	**$ 52,534,916**	**32%**
	$ -	**$ (9,179,986)**	**$ (4,284,445)**	**$ 13,464,431**	

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
03	*	IMPACT FEES	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31	00	WATER SALES	4,711,112	4,364,535.25	93	9,422,224	8,840,815.51	94	56,533,349	47,692,533.49
33	00	WATER CONNECTION FEE	44,592	48,597.02	109	89,184	90,698.04	102	535,105	444,406.96
33	*	WATER CONNECTION FEE	44,592	48,597.02	109	89,184	90,698.04	102	535,105	444,406.96
36	00	WATER HYDRANT FEES	249,222	297,279.04	119	498,444	596,284.01	120	2,990,667	2,394,382.99
39	06	HYDRANT RESID FLOW TEST	133	400.00	301	266	1,500.00	564	1,600	100.00
39	07	BACKFLOW DEVICE TEST	12,083	17,729.13	147	24,166	35,254.38	146	145,000	109,745.62
39	08	JUMPER METERS	58	100.00	172	116	250.00	216	700	450.00
39	09	PLAN REVIEW/CONST INSPECT	1,000	4,500.00	450	2,000	6,500.00	325	12,000	5,500.00
39	10	BACKFLOW PRV/RLCT TEMP	41	55.42	135	82	110.84	135	500	389.16
39	*	WATER OTHER INCOME	13,315	22,784.55	171	26,630	43,615.22	164	159,800	116,184.78
51	00	SEWER SALES	491,570	495,682.85	101	983,140	1,098,441.55	112	5,898,843	4,800,401.45
51	*	SEWER SALES	491,570	495,682.85	101	983,140	1,098,441.55	112	5,898,843	4,800,401.45
59	01	GREASE TRAP PERMITS	516	667.20	129	1,032	1,349.34	131	6,200	4,850.66
60	00	REUSE WATER SALES	32,951	29,679.10	90	65,902	58,783.66	89	395,412	336,628.34
60	01	REUSE WATER INSTALLATION	583	135.81	23	1,166	11,408.62	978	7,000	4,408.62-
60	*	REUSE WATER SALES	33,534	29,814.91	89	67,068	70,192.28	105	402,412	332,219.72

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
343	**	PHYSICAL ENVIRONMENT	5,543,861	5,259,360.82	95	11,087,722	10,741,395.95	97	66,526,376	55,784,980.05
340	***	CHARGES FOR SERVICES	5,543,861	5,259,360.82	95	11,087,722	10,741,395.95	97	66,526,376	55,784,980.05
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	1,666	8,868.01	532	3,332	19,248.04	578	20,000	751.96
10	02	INVESTMENT INTEREST	1,250	102.82	8	2,500	209.04	8	15,000	14,790.96
10	11	INTEREST/CBOS	416	.00		832	.00		5,000	5,000.00
10	*	INTEREST	3,332	8,970.83	269	6,664	19,457.08	292	40,000	20,542.92
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	3,332	8,970.83	269	6,664	19,457.08	292	40,000	20,542.92
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		216	1,300.00	602	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		216	1,300.00	602	1,300	.00
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	.00		500	.00		3,000	3,000.00
365	**	SALE SURPLUS MTRLS &SCRAP	250	.00		500	.00		3,000	3,000.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	2,250.51	55	8,128	3,650.51	45	48,778	45,127.49
90	*	OTHER MISC REVENUES	4,064	2,250.51	55	8,128	3,650.51	45	48,778	45,127.49
369	**	OTHER MISC REVENUES	4,064	2,250.51	55	8,128	3,650.51	45	48,778	45,127.49
360	***	MISCELLANEOUS REVENUES	7,754	11,221.34	145	15,508	24,407.59	157	93,078	68,670.41
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
81	00	CONTRIBUTION LIFT STATION	0	36,975.00		0	48,575.00		0	48,575.00-
82	00	CONTRIBUTION S MAINLAND	0	887.98		0	1,775.96		0	1,775.96-
83	00	CONTRIBUTION VIERA	0	37,908.96		0	67,770.86		0	67,770.86-
83	*	CONTRIBUTION VIERA	0	37,908.96		0	67,770.86		0	67,770.86-
99	50	FUND BAL-APPROP. RESERVES	880,740	.00		1,594,701	.00		10,402,093	10,402,093.00
99	*	BALANCE FORWARD	880,740	.00		1,594,701	.00		10,402,093	10,402,093.00
389	**	NON OPERATING SOURCES	880,740	75,771.94	9	1,594,701	118,121.82	7	10,402,093	10,283,971.18
380	***	OTHER SOURCES(NON-REV)	880,740	75,771.94	9	1,594,701	118,121.82	7	10,402,093	10,283,971.18
FUND TOTAL		WATER/SEWER FUND	6,432,355	5,346,354.10	83	12,697,931	10,883,925.36	86	77,021,547	66,137,621.64

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	782468	585155.51	75	1564936	933197.23	60	.00	9389659	8456461.77	10
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9323	1094.93	12	11992	74853.12	624	.00	105240	30386.88	71
12 **	REGULAR SALARIES & WAGES	791791	586250.44	74	1576928	1008050.35	64	.00	9494899	8486848.65	11
13-00	OTHER SALARIES & WAGES	60584	50634.22	84	121168	81546.02	67	.00	727064	645517.98	11
13 **	OTHER SALARIES & WAGES	60584	50634.22	84	121168	81546.02	67	.00	727064	645517.98	11
14-00	OVERTIME	57644	50081.68	87	115288	82190.49	71	.00	691762	609571.51	12
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	57644	50081.68	87	115288	82190.49	71	.00	691762	609571.51	12
15-00	SPECIAL PAY	150	150.00	100	300	300.00	100	.00	1800	1500.00	17
15 **	SPECIAL PAY	150	150.00	100	300	300.00	100	.00	1800	1500.00	17
20-00	CLOTHING/SHOE ALLOWANCE	3667	17175.00	468	5174	17175.00	332	.00	20870	3695.00	82
20 **	CLOTHING/SHOE ALLOWANCE	3667	17175.00	468	5174	17175.00	332	.00	20870	3695.00	82
21-00	FICA TAXES	68281	52904.04	78	136052	89647.09	66	.00	818898	729250.91	11
21 **	FICA TAXES	68281	52904.04	78	136052	89647.09	66	.00	818898	729250.91	11
22-00	RETIREMENT CONTRIBUTIONS	97490	74557.25	77	405572	338237.39	83	.00	1388749	1050511.61	24
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	97490	74557.25	77	405572	338237.39	83	.00	1388749	1050511.61	24
23-00	LIFE/HEALTH INSURANCE	20968	15843.94	76	41936	26147.82	62	.00	251635	225487.18	10
23-02	LIFE/HEALTH RETIREES	14381	12135.87	84	28762	12135.87	42	.00	172579	160443.13	7
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	242637	165996.86	68	485274	267127.86	55	.00	2911682	2644554.14	9
23-05	HEALTH RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23 **	LIFE/HEALTH INSURANCE	277986	193976.67	70	555972	305411.55	55	.00	3335896	3030484.45	9
24-00	WORKER'S COMPENSATION	44432	38149.72	86	88658	70468.72	80	.00	533024	462555.28	13
24 **	WORKER'S COMPENSATION	44432	38149.72	86	88658	70468.72	80	.00	533024	462555.28	13
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	832	.00	0	.00	5000	5000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	12600	11600.00	92	25200	18621.64	74	.00	151200	132578.36	12
27 **	BENEFIT OFFSET	12600	11600.00	92	25200	18621.64	74	.00	151200	132578.36	12
31-00	PROFESSIONAL SERVICES	165343	13449.50	8	324536	17193.50	5	94632.03	1977979	1866153.47	6
31-01	LEGAL EXPENSES	45636	1224.30	3	91052	1224.30	1	36197.08	547421	509999.62	7
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	134209	15020.00	11	265565	15020.00	6	792454.66	1607667	800192.34	50
31-33	EMPLOYEE HEALTH CENTER	11865	9494.87	80	23730	13963.46	59	128425.54	142389	.00	100
31 **	PROFESSIONAL SERVICES	357053	39188.67	11	704883	47401.26	7	1051709.31	4275456	3176345.43	26
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	103303	7690.45	7	206313	9431.19	5	411994.42	1239377	817951.39	34
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	548813	548814.00	100	1097626	1097628.00	100	.00	6585764	5488136.00	17
34 **	CONTRACT SERVICES	652116	556504.45	85	1303939	1107059.19	85	411994.42	7825141	6306087.39	19
39-00	CONTINGENCY	81224	.00	0	176675	.00	0	.00	988911	988911.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	81224	.00	0	176675	.00	0	.00	988911	988911.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE****** BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40-00	TRAVEL AND PER DIEM	1440	.00	0	2880	426.00	15	.00	17308	16882.00	3
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1440	.00	0	2880	426.00	15	.00	17308	16882.00	3
41-00	COMMUNICATION	17875	8505.77	48	31295	8604.75	28	132484.25	210071	68982.00	67
41 **	COMMUNICATION	17875	8505.77	48	31295	8604.75	28	132484.25	210071	68982.00	67
42-00	FREIGHT & POSTAGE SERVICE	2038	119.96	6	4076	338.99	8	.00	24490	24151.01	1
42 **	FREIGHT & POSTAGE SERVICE	2038	119.96	6	4076	338.99	8	.00	24490	24151.01	1
43-00	ELECTRIC/WATER/SEWER	203200	229136.19	113	406400	230349.13	57	1832663.94	2438430	375416.93	85
43 **	ELECTRIC/WATER/SEWER	203200	229136.19	113	406400	230349.13	57	1832663.94	2438430	375416.93	85
44-00	RENTAL AND LEASES	3519	400.00	11	7038	800.00	11	4000.00	42250	37450.00	11
44 **	RENTAL AND LEASES	3519	400.00	11	7038	800.00	11	4000.00	42250	37450.00	11
45-00	INSURANCE	38000	.00	0	174022	136022.39	78	.00	557551	421528.61	24
45 **	INSURANCE	38000	.00	0	174022	136022.39	78	.00	557551	421528.61	24
46-00	REPAIRS & MAINTENANCE	599559	497804.77	83	1141510	758664.07	67	1108262.24	6868424	5001497.69	27
46-02	REPAIR/MAINT BUILDING	27523	1393.80	5	59501	3741.03	6	3904.00	334755	327109.97	2
46-03	REPAIR/MAINT-VEHICLES	20267	37082.57	183	40534	39177.47	97	10599.42-	243232	214653.95	12
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	647349	536281.14	83	1241545	801582.57	65	1101566.82	7446411	5543261.61	26
47-00	PRINTING & BINDING	603	48.00	8	1206	48.00	4	.00	7280	7232.00	1
47 **	PRINTING & BINDING	603	48.00	8	1206	48.00	4	.00	7280	7232.00	1
48-00	PROMOTIONAL ACTIVITIES	1666	.00	0	3332	600.00	18	.00	20000	19400.00	3
48 **	PROMOTIONAL ACTIVITIES	1666	.00	0	3332	600.00	18	.00	20000	19400.00	3
49-00	OTHER CHARGES & OBLIG.	3659	1514.36	41	7318	4319.26	59	1200.00	43950	38430.74	13
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4388.00-	0	0	11890.11-	0	.00	0	11890.11	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-08	CASH OVER & UNDER	0	18.00	0	0	28.00	0	.00	0	28.00-	0
49-09	DOCUMENT RECORDING CHGS	250	200.00-	80-	500	680.00-	136-	.00	3000	3680.00	23-
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	3909	3055.64-	78-	7818	8222.85-	105-	1200.00	46950	53972.85	15-
51-00	OFFICE SUPPLIES	1813	177.71	10	3626	1070.13	30	.00	21802	20731.87	5
51 **	OFFICE SUPPLIES	1813	177.71	10	3626	1070.13	30	.00	21802	20731.87	5
52-00	OPERATING SUPPLIES	51010	49359.09	97	102020	99338.88	97	146974.59	612167	365853.53	40
52-07	JANITORIAL SUPPLIES	769	80.12	10	1538	317.78	21	.00	9240	8922.22	3
52-09	CHEMICALS	317982	346149.26	109	635964	540411.49	85	3194876.17	3815792	80504.34	98
52-30	FUEL OIL & LUBRICANTS	25618	19633.69	77	51236	21197.13	41	79218.34	307446	207030.53	33
52-33	EMPLOYEE HEALTH CENTER	6027	1814.00	30	12054	2011.42	17	70312.58	72324	.00	100
52 **	OPERATING SUPPLIES	401406	417036.16	104	802812	663276.70	83	3491381.68	4816969	662310.62	86
53-00	ROAD MATERIALS/SUPPLIES	2498	.00	0	4996	.00	0	20048.28	30000	9951.72	67
53 **	ROAD MATERIALS/SUPPLIES	2498	.00	0	4996	.00	0	20048.28	30000	9951.72	67
54-00	MEMBERSHIP/PUBLICATIONS	3241	11138.00	344	6482	11235.95	173	20647.00	38923	7040.05	82
54 **	MEMBERSHIP/PUBLICATIONS	3241	11138.00	344	6482	11235.95	173	20647.00	38923	7040.05	82
55-00	TRAINING	8238	6330.00	77	15978	7711.53	48	12799.00	98399	77888.47	21
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	8238	6330.00	77	15978	7711.53	48	12799.00	98399	77888.47	21
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	22543	99410.41	441	68114	175327.75	257	4795.65	301737	121613.60	60
56 **	TECHNOLOGY SYSTEMS	22543	99410.41	441	68114	175327.75	257	4795.65	301737	121613.60	60
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	102489	25671.85	25	127833	25671.85	20	908501.09	1152752	218579.06	81
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	102489	25671.85	25	127833	25671.85	20	908501.09	1152752	218579.06	81
64-00	MACHINERY & EQUIPMENT	78473	.00	0	123070	149980.00	122	186195.00	907814	571639.00	37
64-15	IT HARDWARE	12039	.00	0	24078	.00	0	.00	140000	140000.00	0
64 **	MACHINERY & EQUIPMENT	90512	.00	0	147148	149980.00	102	186195.00	1047814	711639.00	32
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	60200	63200.00	105	60200	63200.00	105	.00	75000	11800.00	84
73 **	OTHER DEBT SERVICE COST	60200	63200.00	105	60200	63200.00	105	.00	75000	11800.00	84
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	200	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	200	.00	0	.00	1200	1200.00	0
91-01	TRANSFER TO GEN FUND 001	650865	650865.67	100	1301730	1301731.34	100	.00	7810388	6508656.66	17
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	957073	.00	0	1914146	11484879.00	600	.00	11484879	.00	100
91-25	TO RESTRICTED ASSET 425	629917	672276.26	107	1259834	1221759.31	97	.00	7559005	6337245.69	16

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2237855	1323141.93	59	4475710	14008369.65	313	.00	26854272	12845902.35	52
95-01	6% ILO FRANCHISE FEE	114582	114582.75	100	229164	229165.50	100	.00	1374993	1145827.50	17
95 **	NONOPERATING	114582	114582.75	100	229164	229165.50	100	.00	1374993	1145827.50	17
FUND 421	TOTAL ********* WATER/SEWER FUND	6470510	4503296.37	70	13038516	19671666.74	151	9179986.44	76883272	48031618.82	38
GRAND	TOTAL *********	6470510	4503296.37	70	13038516	19671666.74	151	9179986.44	76883272	48031618.82	38

FY 2021 Budget by Classification Report - Summary Listing

11/30/2020

Target for November 2020 is 17%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,811,269		$ 292,602	$ 1,518,667	16%
CHARGES FOR SERVICES	$ -		$ 29	$ (29)	100%
INTERGOVERNMENTAL/GRANT				$ -	0%
MISCELLANEOUS	$ -		$ 860	$ (860)	100%
OTHER SOURCES (NON-REVENUE)	$ 138,277		$ -	$ 138,277	0%
REVENUE TOTALS	**$ 1,949,546**	**-**	**$ 293,491**	**$ 1,656,055**	**15%**
EXPENSE					
SALARIES AND BENEFITS	$ 576,104	$ -	$ 64,246	$ 511,858	11%
OPERATING EXPENDITURES	$ 819,005	$ 45,002	$ 167,748	$ 606,255	26%
CAPITAL OUTLAY	$ 554,437	$ 41,719	$ 8,079	$ 504,639	9%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,949,546**	**$ 86,721**	**$ 240,073**	**$ 1,622,752**	**17%**
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 293,491**	**$ 1,656,055**	**15%**
EXPENSE TOTALS	**$ 1,949,546**	**$ 86,721**	**$ 240,073**	**$ 1,622,752**	**17%**
	$ -	**$ (86,721)**	**$ 53,418**	**$ 33,303**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	CHARGES FOR PUBLIC SVCS	292,556	292,556.23	100	292,556	292,556.23	100	1,661,269	1,368,712.77
23 03	PENALTIES	0	45.99		0	45.99		0	45.99-
23 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
23 *	STORMWATER	292,556	292,602.22	100	292,556	292,602.22	100	1,811,269	1,518,666.78
325 **	SPECIAL ASSESSMENT	292,556	292,602.22	100	292,556	292,602.22	100	1,811,269	1,518,666.78
320 ***	OTHER PERMITS & FEES	292,556	292,602.22	100	292,556	292,602.22	100	1,811,269	1,518,666.78
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	19.17		0	28.89		0	28.89-
91 *	STORMWATER FEES	0	19.17		0	28.89		0	28.89-
343 **	PHYSICAL ENVIRONMENT	0	19.17		0	28.89		0	28.89-
340 ***	CHARGES FOR SERVICES	0	19.17		0	28.89		0	28.89-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	423.41		0	858.21		0	858.21-
10 10	SBA	0	.74		0	1.75		0	1.75-
10 *	INTEREST	0	424.15		0	859.96		0	859.96-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	424.15		0	859.96		0	859.96-
364	DISPOSITION FIXED ASSETS								

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	424.15		0	859.96		0	859.96-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	*	BALANCE FORWARD	0	.00		0	.00		0	.00
389	**	NON OPERATING SOURCES	0	.00		0	.00		0	.00
380	***	OTHER SOURCES(NON-REV)	0	.00		0	.00		0	.00
FUND TOTAL		STORMWATER UTILITY	292,556	293,045.54	100	292,556	293,491.07	100	1,811,269	1,517,777.93

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	28787	22671.00	79	57574	36370.11	63	.00	345447	309076.89	11
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	209	.00	0	209	2303.60	1102	.00	2304	.40	100
12 **	REGULAR SALARIES & WAGES	28996	22671.00	78	57783	38673.71	67	.00	347751	309077.29	11
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	278	313.87	113	556	760.39	137	.00	3341	2580.61	23
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	278	313.87	113	556	760.39	137	.00	3341	2580.61	23
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	50	480.00	960	100	480.00	480	.00	600	120.00	80
20 **	CLOTHING/SHOE ALLOWANCE	50	480.00	960	100	480.00	480	.00	600	120.00	80
21-00	FICA TAXES	2206	1756.95	80	4396	2992.29	68	.00	26461	23468.71	11
21 **	FICA TAXES	2206	1756.95	80	4396	2992.29	68	.00	26461	23468.71	11
22-00	RETIREMENT CONTRIBUTIONS	2902	2293.49	79	5801	3745.24	65	.00	34837	31091.76	11
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2902	2293.49	79	5801	3745.24	65	.00	34837	31091.76	11
23-00	LIFE/HEALTH INSURANCE	624	461.88	74	1248	740.67	59	.00	7488	6747.33	10
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	8475	5923.16	70	16950	9499.44	56	.00	101710	92210.56	9
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	9099	6385.04	70	18198	10240.11	56	.00	109198	98957.89	9
24-00	WORKER'S COMPENSATION	4094	3601.05	88	8167	6712.57	82	.00	49116	42403.43	14
24 **	WORKER'S COMPENSATION	4094	3601.05	88	8167	6712.57	82	.00	49116	42403.43	14

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	400.00	100	800	641.56	80	.00	4800	4158.44	13
27 **	BENEFIT OFFSET	400	400.00	100	800	641.56	80	.00	4800	4158.44	13
31-00	PROFESSIONAL SERVICES	8408	.00	0	16816	.00	0	7000.00	100901	93901.00	7
31-01	LEGAL EXPENSES	41	.00	0	82	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	579	463.17	80	1158	681.15	59	6264.85	6946	.00	100
31 **	PROFESSIONAL SERVICES	9028	463.17	5	18056	681.15	4	13264.85	108347	94401.00	13
34-00	CONTRACT SERVICES	1416	28347.18	2002	2832	28347.18	1001	4631.49	17000	15978.67-	194
34-10	COST OF GENERAL FUND SVCS	17395	14897.00	86	34790	29794.00	86	.00	208749	178955.00	14
34 **	CONTRACT SERVICES	18811	43244.18	230	37622	58141.18	155	4631.49	225749	162976.33	28
39-00	CONTINGENCY	20044	.00	0	40338	.00	0	.00	240780	240780.00	0
39 **	CONTINGENCY	20044	.00	0	40338	.00	0	.00	240780	240780.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	474	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	474	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	186	.00	0	372	.00	0	2232.00	2232	.00	100
41 **	COMMUNICATION	186	.00	0	372	.00	0	2232.00	2232	.00	100
42-00	POSTAGE & FREIGHT	41	8.20	20	82	8.20	10	.00	500	491.80	2
42 **	POSTAGE & FREIGHT	41	8.20	20	82	8.20	10	.00	500	491.80	2
43-00	ELECTRIC/WATER/SEWER	1520	840.91	55	3040	1055.74	35	13618.38	18240	3565.88	81
43 **	ELECTRIC/WATER/SEWER	1520	840.91	55	3040	1055.74	35	13618.38	18240	3565.88	81
44-00	RENTALS AND LEASES	208	.00	0	416	250.00	60	.00	2500	2250.00	10
44 **	RENTALS AND LEASES	208	.00	0	416	250.00	60	.00	2500	2250.00	10
45-00	INSURANCE	819	.00	0	1638	2868.79	175	.00	9828	6959.21	29
45 **	INSURANCE	819	.00	0	1638	2868.79	175	.00	9828	6959.21	29

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-00	REPAIRS & MAINTENANCE	11874	3625.95	31	15332	94466.84	616	7665.08	134076	31944.08	76
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3700	8121.31	220	7400	8121.31	110	1215.12-	44400	37493.81	16
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	15574	11747.26	75	22732	102588.15	451	6449.96	178476	69437.89	61
47-00	PRINTING & BINDING	83	.00	0	166	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	166	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	144.84-	0	0	351.02-	0	.00	0	351.02	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	144.84-	0	0	351.02-	0	.00	0	351.02	0
51-00	OFFICE SUPPLIES	41	.00	0	82	.00	0	.00	500	500.00	0
51 **	OFFICE SUPPLIES	41	.00	0	82	.00	0	.00	500	500.00	0
52-00	OPERATING SUPPLIES	1062	742.52	70	2124	1058.41	50	1374.96	12751	10317.63	19
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	602	922.03	153	1204	922.03	77	.00	7224	6301.97	13
52-33	EMPLOYEE HEALTH CENTER	294	88.50	30	588	98.14	17	3429.86	3528	.00	100
52 **	OPERATING SUPPLIES	1958	1753.05	90	3916	2078.58	53	4804.82	23503	16619.60	29
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	124	.00	0	.00	750	750.00	0
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	124	.00	0	.00	750	750.00	0
55-00	TRAINING	312	.00	0	624	427.00	68	.00	3750	3323.00	11
55 **	TRAINING	312	.00	0	624	427.00	68	.00	3750	3323.00	11
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	27572	8078.50	29	54133	8078.50	15	42690.17	329859	279090.33	15
63 **	INFRASTRUCTURE	27572	8078.50	29	54133	8078.50	15	42690.17	329859	279090.33	15
64-00	MACHINERY & EQUIPMENT	18977	.00	0	34810	.00	0	971.50-	224578	225549.50	0
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	18977	.00	0	34810	.00	0	971.50-	224578	225549.50	0
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL ********* STORMWATER UTILITY	163498	103891.83	64	314426	240072.14	76	86720.17	1949546	1622753.69	17
GRAND	TOTAL *********	163498	103891.83	64	314426	240072.14	76	86720.17	1949546	1622753.69	17

Legislation Details (With Text)

File #:	21-6	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/3/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Fire Incident Summary Report for November 2020. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	November 2020 Record Volume By Incident Type Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: December 3, 2020
Agenda Date: January 12, 2021
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for November 2020

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of November.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

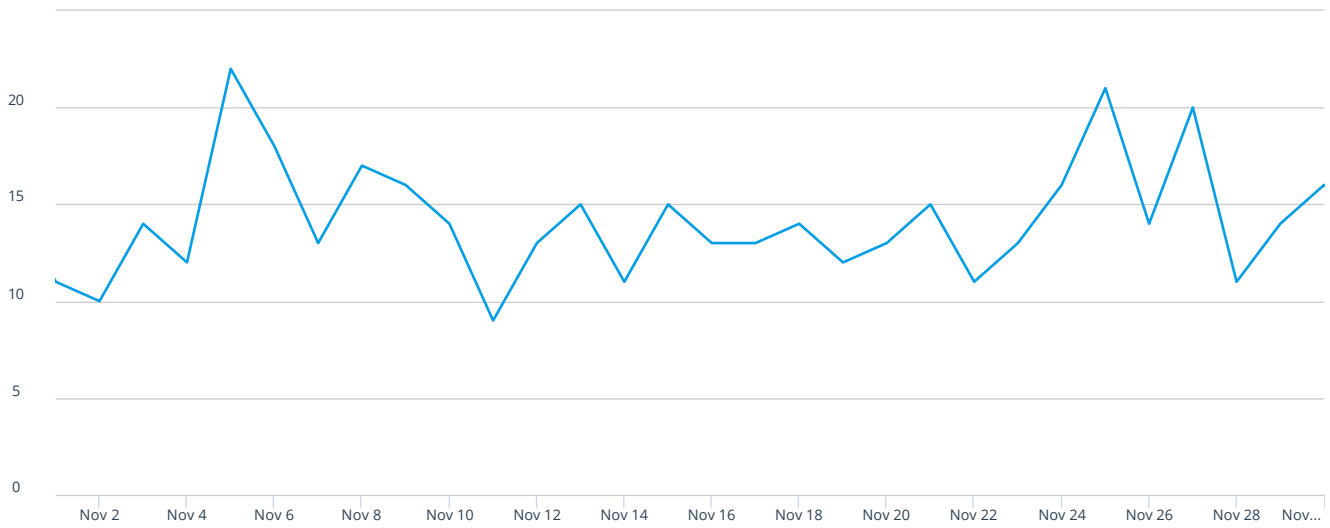
Custom Nov 1, 2020 - Nov 30, 2020

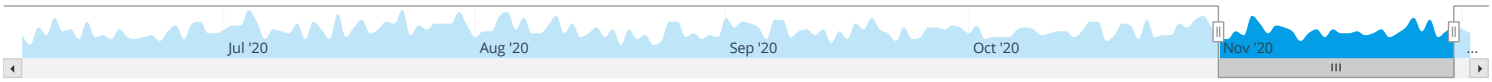
36%
FIRE
Percentage of Total Incidents

64%
EMS
Percentage of Total Incidents

426
INCIDENTS
In Selected Time Slice

30
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	11/1/20	11/8/20	11/15/20	11/22/20	11/29/20	12/6/20	12/13/20	12/20/20	12/27/20	1/3/21	1/10/21	1/17/21	1/24/21	Total
(11) Structure Fire		1		4	1									6
(13) Mobile property (vehicle) fire				1										1
(15) Outside rubbish fire		1			1									2
(20) Overpressure rupture, explosion, overheat, other				1										1
(25) Excessive heat, scorch burns with no ignition				1										1
(30) Rescue, emergency medical call (EMS), other	1	2	7	17	13	2								42
(31) Medical assist	1	1	6		8									16
(32) Emergency medical service (EMS) incident	4	65	45	47	45	7								213
(44) Electrical wiring/equipm. problem		2	2											4
(46) Accident, potential accident		1												1
(50) Service call, other					1									1
(51) Person in distress		1	1	2										4
(55) Public service assistance	1	9	10	2	9	1								32
(60) Good intent call, other		1	1		1									3

Week Ending	11/1/20	11/8/20	11/15/20	11/22/20	11/29/20	12/6/20	12/13/20	12/20/20	12/27/20	1/3/21	1/10/21	1/17/21	1/24/21	Total
(61) Dispatched and canceled en route	2	14	9	8	25	6								64
(62) Wrong location, no emergency found		1	4	2										7
(65) Steam, other gas mistaken for smoke				1										1
(70) False alarm and false call, other	1	2	4	2	2									11
(73) System or detector malfunction		2	1		1									4
(74) Unintentional system/detect... operation (no fire)		3	3	3	2									11
(90) Special type of incident, other	1													1
Total	11	106	93	91	109	16								426

Legislation Details (With Text)

File #:	21-62	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	1/3/2021			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Fire Incident Summary Report for December 2020. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	December 2020 Calls for Service By Incident Type.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 3, 2021
Agenda Date: January 12, 2021
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for December 2020

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of December.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Information Only

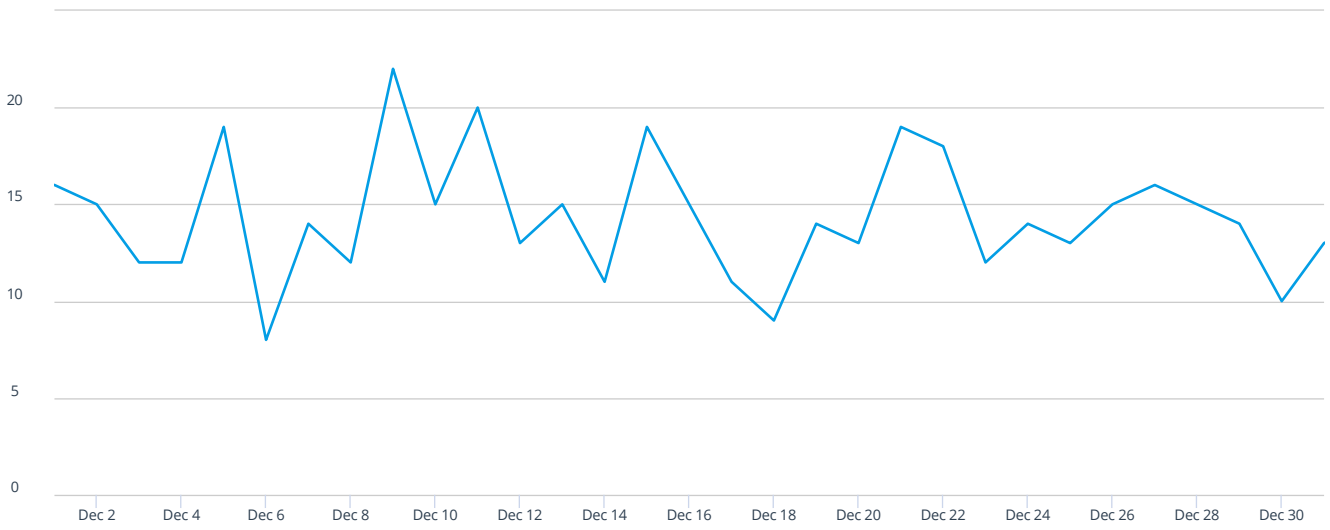
Custom Dec 1, 2020 - Dec 31, 2020

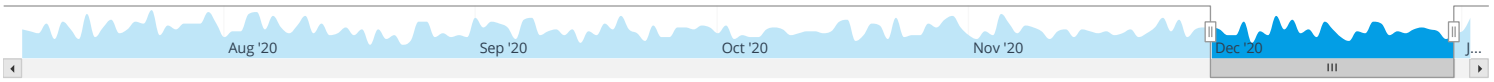
33%
FIRE
Percentage of Total Incidents

66%
EMS
Percentage of Total Incidents

444
INCIDENTS
In Selected Time Slice

31
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	12/6/20	12/13/20	12/20/20	12/27/20	1/3/21	1/10/21	1/17/21	1/24/21	1/31/21	2/7/21	2/14/21	2/21/21	2/28/21	Total
(11) Structure Fire			2	1										3
(15) Outside rubbish fire	1	1			1									3
(21) Overpressure rupture from steam (no ensuing fire)					1									1
(30) Rescue, emergency medical call (EMS), other	7	6	4	3	3									23
(31) Medical assist	7	4	4	1										16
(32) Emergency medical service (EMS) incident	47	62	50	61	36									256
(35) Extrication, rescue					1									1
(42) Chemical release, reaction, or toxic condition		1												1
(44) Electrical wiring/equipm. problem			1	2										3
(50) Service call, other		1		1										2
(51) Person in distress		2	2	1										5
(55) Public service assistance	5	8	6	11	1									31
(56) Unauthorized burning	1				1									2
(60) Good intent call, other				2										2

Week Ending	12/6/20	12/13/20	12/20/20	12/27/20	1/3/21	1/10/21	1/17/21	1/24/21	1/31/21	2/7/21	2/14/21	2/21/21	2/28/21	Total
(61) Dispatched and canceled en route	7	20	17	16	6									66
(62) Wrong location, no emergency found			1	3										4
(65) Steam, other gas mistaken for smoke		1												1
(70) False alarm and false call, other	4	3	2	1	2									12
(73) System or detector malfunction	2		1											3
(74) Unintentional system/detect... operation (no fire)	1	2	2	3										8
NULL				1										1
Total	82	111	92	107	52									444

Legislation Details (With Text)

File #:	21-9	**Version:**	1	**Name:**	November, 2020 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	12/4/2020			**In control:**	City Council
On agenda:	1/12/2021			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 11/30/2020. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.20 thru 11.30.20.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	December 4, 2020
Agenda Date:	January 12, 2021
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 11/30/2020**.**

BACKGROUND:

The following reports for the period October 01, 2020 through November 30, 2020 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

None. Information only.



Purchase Order Approvals 10-01-20 thru 11-30-20

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 18

City Manager = 9

City of Cocoa CRA Board = 0

City Council = 9

Purchase Order Approvals 10-01-20 thru 11-30-20
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77192	10/23/2020	Insource Software Solutions	$ 35,177.43	10/23/2020	Stockton Whitten
77194	10/23/2020	MCCI, LLC	$ 36,775.15	10/23/2020	Stockton Whitten
77214	10/23/2020	Brev Cty Emergency Management	$ 41,830.00	10/23/2020	Stockton Whitten
77274	11/4/2020	G4S Secure Solutions	$ 49,100.00	11/3/2020	Stockton Whitten
77275	11/4/2020	Axon Enterprises	$ 49,902.00	11/3/2020	Stockton Whitten
77288	11/4/2020	Frank-Lin Services of Brevard	$ 45,000.00	11/3/2020	Stockton Whitten
77301	11/4/2020	Garganese,Weiss,D'Agresta	$ 35,000.00	11/3/2020	Stockton Whitten
77311	11/4/2020	Glover Oil Company	$ 35,250.00	11/3/2020	Stockton Whitten
77258	11/3/2020	United Self Insured Services	$ 50,000.00	11/3/2020	Stockton Whitten

9 Purchase Order Approved by City Manager

Prepared by Purchasing 12/4/2020

Purchase Order Approvals 10-01-20 thru 11-30-20
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 12/4/2020

Purchase Order Approvals 10-01-20 thru 11-30-20
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77013	10/6/2020	Tanner Industries	$ 49,000.00	9/23/2020	City Council
77020	10/6/2020	Fort Bend Services	$ 42,000.00	9/23/2020	City Council
77089	10/13/2020	Florida Power & Light	$ 45,000.00	9/23/2020	City Council
77115	10/13/2020	Verizon Wireless	$ 40,765.00	9/23/2020	City Council
77116	10/13/2020	Verizon Wireless	$ 36,821.00	7/24/2012	City Council
77136	10/15/2020	Florida Power & Light	$ 48,000.00	9/23/2020	City Council
77143	10/15/2020	Florida Power & Light	$ 46,000.00	9/23/2020	City Council
77251	11/3/2020	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
77438	11/23/2020	Bright House Networks	$ 49,000.00	10/27/2020	City Council

9 **Purchase Order Approved by City Council**

Prepared by Purchasing 12/4/2020